**EMPLOYMENT CONTRACT**

This *Employment Contract* made and executed between:

**PCN PROMOPRO, INC.**, a corporation duly organized andexisting under Philippine laws, having its registered office at **${VAddress},** and hereinrepresented by its Pres., Rey Ferdinand S. Binuya referred to as the **“Employer”**

-and-

**${Value1},** with residence and postal address at **${Value2}**, referred to as **“Employee”**

Voluntary binding themselves to the following terms and conditions:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.** The Employer will provide services for a specific job or undertaking farmed out by **${Value3},** under a Service Agreement.

**2.** The Employee shall be assigned at **${Value4},** with registered office at **${Value5}**

**3.** **JOB TITLE AND DESCRIPTION.** As **${Value6},** the Employee is required to perform the following duties and undertake the following responsibilities:

Your work schedule shall be on seasonal from \_\_\_\_\_\_am to \_\_\_\_pm or maybe extended when the project requires and your specific duties and responsibilities are the following:

**DUTIES AND RESPONSIBILITIES:**

1. Train and supervise merchandisers / promodisers on the proper display of all the products that are assigned to them

* Conducts proper orientation and training to all the merchandisers /promodisers before they are deployed in the outlet assignment.
* Ensures that the display guidelines (PLANOGRAM) are followed by the assigned merchandisers / promodisers
* Ensures that all available products are out of the bodega and properly displayed in the selling area.
* Ensures that all assigned display merchandisers/ promodisers sure always reminded of the FIFO (First In-First Out) system of the display.
* Ensures that all necessary POP materials are properly installed in all the outlets.
* Assist the merchandisers / promodisers in the negotiation of additional shelf display safeguard existing shelf facings.
* Ensures of proper outlet endorsement and turnover of new and expiring merchandisers

1. Coordinates with the client’s representative in relation to:
   * Providing accurate and complete inventory.
   * Provides assistance in negotiation of additional shelf display, safeguard existing shelf facings.
   * Implementation of merchandising POP collaterals.

**4.** **EMPLOYMENT STATUS**

**${Value7}**

**5. DURATION OF EMPLOYMENT.** Employee will commence to perform the services in favor on **${Value8}** until **${Deo9}.**

You shall be receiving PHP **${Value10}** per day payable on weekly basis of the current month to cover up services rendered and, may be adjusted according to the provision of the Labor Code of the Philippines depending on the tripartite wage rate of the region.

**6**. **PLACE OF WORK**. The Employee shall perform the services farmed out by **${Value8},** in which products are being displayed and sold **${Value11a}.**

**7. WORKING HOURS.** The Employee will render work for eight (8) hours a day for **${Value12}** days a week in accordance with the working hours to which he may be assigned.

**8.** The Employer shall be responsible for the payment of all compensation and other benefits to the Employee. Nothing herein shall make the latter an employee of Principal.

**9**. **SOLIDARY LIABILITY.** There exists a solidary liability on the part of the Employer and **${Value3},** in the event of violation of any provision of the Labor Code including the failure to pay wages.

**10**. **TERMINATION.**

10.1 Termination by Employer: The employer may terminate this Contract on the following just causes: serious misconduct, wilful disobedience of employer’s lawful orders, habitual neglect of duties, failure to meet prescribed KPI’s stated below, absenteeism, insubordination revealing secrets of establishment, when employee violates the terms of this Contract.

10.2 The employee may terminate this Contract for any of the just causes provided for by law by serving one (1) month in advance notice to the employer.

10.3 Termination due to Illness: Either party may terminate the contract on the ground of illness, disease or injury by the employee.

Issued this ${Value13} day of ${Value14}, ${Value15}.

**Prepared by:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**${Value16}**

${Value17}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**${Value18}**

${Value19}

**Endorsed by:**

**${Value20}**

${Value21}

Approved by:

**${Value22}**

${Value23}

**${Value24}**

${Value25}

**Conforme:**

**${Value1}**

Name and Signature

## SSS#: ${Value26}

## PHILHEALTH#: ${Value27}

## PAG-IBIG#: ${Value28}

TIN#: **${Value29}**

**DATE:** ${Value14} ${Value13}, ${Value15}

ID#: ${Value30}

Contact no.: ${Value32}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1 Section 9 of Department Order No. 174**

**FIELD MERCHANDISING SUPERVISOR’S BEHAVIORAL CLAUSE**

1. To follow and obey all legitimate instructions and directions of his his/her immediate superior
2. To accomplish and submit all mandatory reports on time
3. To treat all staff, clients, partners/dealers/stores with respect all the time
4. To follow all rules and policies partners/dealer/stores
5. To attend all mandatory meetings dictated by Agency
6. To always be on time for work
7. To liquidate expenses on time
8. To always observe proper grooming at all times
9. No posting of any photographs in any social media account that are confidential and/or will jeopardize the integrity of the Brand, Client and/or the agency.

**FIELD MERCHANDISING SUPERVISOR’S KPI**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |
| 1. 100% PS ACHIEVEMENT (OSA,NPI,PRICE TAG, SHELF STANDARD, PROPOSITION, PROMOTION) = 25% | | | | | | | | |
| 2. 100% MERCHANDISERS ATTENDANCE. = 10% | | | | |  |  |  |  |
| 3. 100% FMS ATTENDANCE. = 10% | | | |  |  |  |  |  |
| 4. OTIF EXECUTION ACTIVATION (ISB, IWB, CUSTOMIZE ACTIVITY). = 10% | | | | | | |  |  |
| 5. OTIF EXECUTION MERCHANDISING (SUSTAINING MERCH PLACEMENT, FIFO, GHQ, POG, .65% TR, REPORT SUBMISSION) = 10% | | | | | | | | |
| 6. 100% COMPLIANCE OTIF AUTOMATION POSTING. = 12.5% | | | | | |  |  |  |
| 7. 100% ACCURACY AUTOMATION POSTING. = 12.5% | | | | | |  |  |  |
| 8. CUSTOMER RELATION, MANAGING CUSTOMERS (OPS, MAE, FEE/M, TRADE PARTNERS). = 10% | | | | | | | | |
|  |  |  |  |  |  |  |  |  |
| **SUMMARY:** | |  |  |  |  |  |  |  |
| 1. 25% |  |  |  |  |  |  |  |  |
| 2. 10% |  |  |  |  |  |  |  |  |
| 3. 10% |  |  |  |  |  |  |  |  |
| 4. 10% |  |  |  |  |  |  |  |  |
| 5. 10% |  |  |  |  |  |  |  |  |
| 6.7. 25% |  |  |  |  |  |  |  |  |
| 8. 10% |  |  |  |  |  |  |  |  |
| **TOTAL = 100%** | |  |  |  |  |  |  |  |