**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. Stocks Administration

* Receives deliveries
* Transfers stocks from back-up to selling area, using First In – First Out (FIFO) procedure
* Arranges stocks according to planogram and SBM (Standard Booking Mix)
* Removes damage stocks from display area
* Keeps inventory of stocks including back-up
* Books orders following prescribed SBM for the account
  + SBM dictates the right combination of all Selecta products (i.e. variants, and pack sizes) for a particular account, \*given the space allocated for Selecta product lines
  + It is best to remember the top 10 brands in following the SBM.
  + Remember to allocate MORE FACINGS to these products.

1. Builds and maintain trade & consumer relationship
   * Basic product knowledge to assist the customer in choosing their favorite variant
   * Constructive response to consumer inquiries
   * Healthy working relationship with the store owner/personnel
   * Stands as “Ambassador of Goodwill” for Selecta
2. Handles in-store merchandising
   * Proper placement of updated merchandising materials
   * Correct pricing
   * Maintains attractive and dominant merchandising
3. Suggests creative ways to merchandise the store
   * POS or point of sale materials directs the customers to our display shelf inside the store.
   * It helps announce new Selecta product innovations, which are already available in the market.
4. Generation of Reports
   * Ensures accurate reporting of stocks inventory.
   * Accomplishes and submits reports on agreed deadlines.
   * Immediately reports competitive activities.

**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**

**MERCHANDISER’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.

**MERCHANDISER’S KPI**

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

* Brilliant Execution Key Result Areas/Perfect Store (6P's - Product,Pack,Price,Place,Promotion,Proposition)
* Maintains correct and good housekeeping of products on shelves and in the warehouse.
* Implements set guidelines such as planogram, SOS, Shelf Standard, Promo, Price & Proposition whenever and wherever possible.
* No near expiry/expired products on shelves.
* Bad orders/Trade returns equal or less than the acceptable volume required by Client.
* Practices FIFO system.
* Ensures clean, current POP materials in store.
* Submits all reports requirements accurately, on time and in full (NAU Merchandising, OSA, Competitive, Consumer Complaints, price survey, etc.)
* Works effectively and able to budget time even with minimal supervision.
* Volume and quality of tasks/goals were met.
* Posted OSA daily compliance report
* Complied with all requirements, policies and procedures of PCN, assigned store/s and clients.
* Attended work, meetings, cascades on time.
* Attended work, meetings, cascades regularly. (no absence)
* Maintains harmonious relationship with co-workers, clients, consumers, and superiors.
* Abides by the non-disclosure clause agreement of confidential cascades, promo materials and the like.
* Has the initiative and resourcefulness to do things that will lead to brilliant execution: (ex. Negotiating for free space or increase in facings, working at home or in transit to submit reports, etc).
* Exhibited sound decision making skills and come up with solutions to problems.
* Shows leadership qualities and has the potential to be a leader.
* Exhibited ability to work in any given circumstance or pressure. (Nakakapagtrabaho kahit saan, kahit ano'ng pangyayari at kahit anong bigat)
* Always well groomed and has a cheerful disposition.