



EMPLOYEES MANUAL and SALES AGENT'S MANUAL

PERSONNEL POLICIES & PROCEDURES

A. RECRUITMENT AND PLACEMENT

The Company believes that its continued progress depends to a very great extent on its Human Resources. It is therefore the policy of the Company to acquire the most qualified individuals for any of its job vacancies through proper manpower planning and systematic procedure of selection and placement.

SCOPE

This policy applies to all positions within the company, whether temporary, casual, probationary or regular in nature.

IMPLEMENTING GUIDELINES

1. All candidates for any position must undergo the Company's standard procedures in recruitment, screening and selection to ensure the best fit in the job. The President or the Chairman or his authorized representatives must approve all manpower requests prior to processing the candidates. Pre-employment requirements including medical results must be given to Human Resources Department prior to the new employee's starting date of work.
2. It shall be the responsibility of HRD to ensure the proper and timely acquisition of competent employees for any vacancies in the company.
3. The selection of the right person for the job is the responsibility of the HRD.
4. It shall be the responsibility of the department managers to plan and request for additional manpower and/or replacement.

5. An approved manpower request is a requirement before it shall be processed by HRD.

6. The President or the Chairman prior to processing must approve all manpower requests for new positions and/or additional manpower.

TYPES OF EMPLOYMENT:

Regular : Given after satisfactory completion of probationary employment and meeting the Company's performance standard.

Probationary : Employment not exceeding six (6) months to determine employee's capability to handle permanent position based on the standard set by the Company. In case employee's level of performance does not meet the set standard, he shall be notified accordingly.

Contractual/Temporary: Type of employment for a specific period for the purpose of coping with Company's abnormal increase of workload or of occasional or seasonal work and replacement for a regular employee on leave.

Trainees: Type of employment for a specific period of time or after the satisfactory completion of number of hours that the on-the-job training/practicum requires.

PROCEDURES:

1. Manpower Planning & Requisition - hiring of employees, the department head fills out the manpower requisition form (MRF) and submits to the division head for endorsement.

The division head seeks the approval of the President or the Chief Operating Officer and submits the approved MRF to HRD for processing.

2. Sourcing - Based on the qualifications indicated in the MRF, HRD initiates sourcing of the right candidates from available sources such as through its

existing talent pool, in-house bulletin news advertisement, school and government placement centers, recruitment agencies, referrals, and network.

3. *Screening* - HRD conducts the pre-screening of applications and matches the applicant's qualifications with the requirements of the job as specified in the MRF or job description and specification.

For applicants who meet the qualification requirements, HRD schedules them for preliminary interview and psychological testing and other technical examinations that are required for the job. All applicants must fill-out the standard application form prior to preliminary interview.

4. *Employment Testing (Psychological & Technical)* - For applicants who passed the preliminary interview, HRD administers the pre-employment testing to provide supplemental data about the applicant's profile, their personality profile, aptitude and skills level and potential for the job which may be difficult to gauge in the interview. HRD determines the battery or combination of tests according to the nature or requirements of the job.

5. *Short List of Qualified Candidates* - HRD prepares and submits a short list of qualified candidates based on interview and test results to the requisitioning department for further interview or evaluation.

6. *Interview by the Requisitioning Department Manager* - If the requisitioning supervisor/ manager finds a favorable assessment of the applicant, he/ she endorses this to the division head for final technical evaluation/ interview.

7. *Final Interview and Job Offer* - The HRD Head (depending on the position classification) discusses salary offer, benefits package, working conditions, and employment requirements with the successful candidate.

7. *Physical Medical Examination*

8. *Employment Documents* - The successful candidate submits the following pre-employment requirements:

a. Two (2) copies of 1 x1 colored picture

- b. One (1) copy of 2 x 2 colored picture
- c. NBI/ Police Clearance/ Residence Certificate
- d. Employment Certificates
- e. Transcript of Records
- f. SSS, TIN, Pag-Ibig Numbers
- g. Pre-employment medical exam

9. *Appointment Contract* - HRD issues to the new employee his/ her appointment paper.

10. *Company Orientation* - All newly appointed staff will be invited to attend a standard orientation program to be conducted by the Human Resources Department for his smooth assimilation into the organization. Such orientation will include, among others, an orientation on the following :

- Company Overview (mission, vision, goals and functions)
- Company Code of Ethics, Conduct and Discipline
- Company Policies and procedures
- Organizational structures, functional division and key personnel

B. TRAINING

It is the goal of the Company to develop the highest level of skill among employees. It is the responsibility of the HR Training Officer to coordinate with the Department Head and Supervisor to identify the training needs of their subordinates based on the Performance Appraisal conducted every year. This is to ensure that all employees will be capable to perform their work independently and to maintain the quality level as required by the quality management system. Training and development activities are available to all employees. There are continuous training programs on self-development, skills upgrading and customer service. Employees will be informed of the training schedules.

C. COMPENSATION

The company pursues a policy of paying its employee in accordance with the applicable national and local laws. This includes appropriate compensation for overtime work and other premium pay however certain deductions are made such as SSS, Pag-Ibig, Philhealth, Income Tax and others which will be reflected on computerized paylips.

Payroll Cut-off period

Payroll cut-off period is set every 10th and 25th of the month while payday period is every 15th and end of the month.

D. ATTENDANCE POLICY

The company shall adopt a schedule of working hours for employees to follow. Attendance is recognized as an important factor in the performance of a job. The Company shall requires its employees to maintain a good attendance record that will reflect their commitment and dedication to their jobs. Absences without official leave and approval of the department head will be considered unexcused. Lates, undertime and over breaks will be treated the same and subject to disciplinary measures.

Time Recording :

All employees of the Company as well as agency personnel are required to log in and out by means of the Bundy Clock to assure accurate recording of working time for pay purposes.

WORKING DAYS & HOURS

The normal working hours are eight (8) hours a day from 8:00 am to 5:00 pm from Mondays through Fridays, and 8:00 am to 3:00 pm on Saturdays.

ABSENCES

Absence means failure to be on duty on one's officially designated workplace for the duration of the prescribed working hours. Excused absence means

that the employee has filed a leave prior to his absence with the approval of his department manager. This is chargeable to his leave credits. If he has no leave credits, he goes on leave without pay.

Absence due to illness can be excused and charged to sick leave credits provided that this will be supported with medical certification. The employee however should inform his department Head of his inability to report for work on that day or not later than one (1) hour before his official working time.

Any absences without prior notice or leave of absence without prior approval shall be considered AWOL and subject to disciplinary actions and salary deductions.

Basic Guidelines:

Vacation Leave - If employee intends to go on leave, a leave form should be accomplished and filed at least three (3) working days in advance and with the approval of the upper management. A copy must be given to HR for evaluation.

Sick Leave- In case of sickness and emergency, an employee must notify the company on the day of absence or at least one to two (1 - 2) hours before his official time by phone. Two (2) consecutive days of sick leave should be filed immediately upon returning to work with a doctor's note/certification.

Official Business - Employees who by nature of their job requires them to transact business outside company premises shall secure the approval of his department manager and accomplish a direct field form or OB Form prior to the trip.

OVERTIME WORK

Overtime (OT) is defined as work rendered beyond the required work hours during regular workday and/ or rest day. Overtime Pay and applicable night

shift premium of rank and file employees shall be paid in accordance with existing labor laws and actual overtime work rendered.

Guidelines:

1. All overtime requests which are in excess of eight (8) hours working day are subject for the approval of the immediate superior.
2. Employees who are requested to or will work on Sunday and holidays are required to submit approved Overtime Request Form to Management by 6pm on the day before the intended overtime.
3. A service rendered in excess of eight (8) hours on ordinary days is considered overtime.
4. Overtime compensation shall be paid to employees (except managers and officers) for authorized work rendered exceeding eight (8) hours per work day and for work rendered on legal holidays, special days and rest days.
5. Failure or negligence to file OT Request by the deadline set shall no longer be honored by the Management and will no longer be counted in the payroll. However, these are subject for reconsideration.
6. All approved Overtime request should be submitted to the HR for proper monitoring of manhour report on or a day after the payroll cut-off period.
7. Managerial and executive positions are not entitled to overtime pay. However they are allowed to offset OT services rendered with the supporting approved request.
8. Employees allowed to render overtime work between 10pm to 6AM shall be entitled to night differential premium based on law.

Overtime rates shall be based on law as follows:

	RATE
Ordinary days	125%
Sundays and special holidays	130%
Legal holidays	200%

PAID HOLIDAYS

SPECIAL HOLIDAYS

All saints Day	November 1
Last Day of the year	December 31

Regular Holidays (Legal)

New Years Day	January 1
Maundy Thursday	movable date
Good Friday	movable date
Araw ng Kagitingan	April 9
Labor Day	May 1
Independence Day	June 12
National Heroes day	Last Sunday of August
Bonifacio Day	November 30
Christmas Day	December 25
Rizal Day	December 30

To be entitled to holiday pay, an employee must be present on the last full working day prior to the holiday unless he is on official leave during the days before and after the said holiday.

Change in Work Schedules

Temporary change in schedules must be initiated by the Department Head or the assistant to the Chairman and must be approved by the Chairman to meet the needs of the customers or to respond to company's exigencies. No employee is allowed to effect changes in his/ her work schedule. Permanent change in schedule can only be effected with the approval of the Chairman or the President. Employees who insist to have their schedule changed without valid reasons will be subjected to appropriate action.

E. BENEFITS

Mandated by Law (all employees are entitled to these benefits regardless of their status)

1. Wage for NCR
2. Overtime & Holiday Pay
3. 13th Month Pay - 1/12 of annual basic salary per year (at least one (1) month of service). Overtime is not included to the computation. (total basic pay/12)
4. Separation Pay (Upon retrenchment and closure)
5. Retirement Program - A mandatory/ compulsory retirement benefit is given to all employees who reach sixty (60) years of age with at least five (5) years of service in the company. The retirement pay is fifteen (15) days for every year of service based on employee's current rate at the time of his/ her retirement.
6. Pag-Ibig Benefit - A benefit that is funded by the employee and employer. A contribution of two percent 2% of the monthly earning of an employee or a maximum of one hundred pesos (P100.00) and said contribution shall be paid one hundred percent (100%) by an employer, that is Two Hundred pesos (P200.00). (Housing and Salary Loan)
7. Philhealth Benefit - Employer shares on Philhealth contributions. It can be used for hospitalization and medical purposes subject to Philhealth existing policies and procedures.
8. SSS Benefits - A Social Security Contribution is required to include both the employer and employee's share. The amount of contribution is assessed based on the total monthly earnings.

Maternity Benefit - This is in compliance with the SSS law and not an additional benefit to female employees. Female employees are entitled to take a leave up to sixty (60) days to give birth through normal delivery, miscarriage or medically necessary abortion, on the other hand seventy eight (78) days of leave in case of cesarean delivery. Maternity leave benefits shall be paid only for the first four (4) deliveries.

Through the Company, female employees will receive from SSS, a daily maternity benefit equivalent to her average daily salary credit for the days she is on leave.

Basic Guidelines in Filing ML Application

1. Any female employee, upon confirmation of her pregnancy must immediately notify the HRD of her pregnancy. She must submit the SSS Maternity Notification with the pregnancy test or ultra sound report attached thereof to the HRD within the first trimester of her pregnancy.
2. On employee's due month, she must file the ML Application for HRD to process her ML benefit.
3. The employee will be provided fifty percent (50%) of the ML benefits due her, be advance by the employer and the remaining fifty percent (50%) will be given to her upon submission of the registered birth certificate of the child

Paternity Benefit - In compliance with R.A. 8187, otherwise known as the Paternity Act of 1996, the Company grants a Paternity Leave of seven (7) days with full pay to all male married employees. Every married male employee shall be entitled to this benefit for the first four (4) deliveries of his legitimate wife whom he is cohabiting.

Basic Guidelines in Filing PL Application

1. The employee must inform his immediate supervisor of his intended paternity leave and submit the PL Application with the tentative date based on the wife's expected date of delivery. Attached to the leave application are the certified true copy of the marriage contract and the pregnancy test result.
2. Upon return to work, the employee fills out the SSS E-4 form and submits a copy of the birth certificate to HRD. The original birth

certificate and the employee's marriage contract must be presented to HRD for validation purposes.

3. PL application without the appropriate supporting document is considered to be an unauthorized leave and therefore, will not be paid and will be subject to the appropriate corrective disciplinary action.

F. PROMOTION POLICY - A promotion is an upward reclassification of an employee to a job with a substantial increase in responsibilities or skill requirements, and involves a movement to a higher pay class. Promotional pay shall be given to the employee being promoted with confirmation letter from the HR Dept. All promotions to a vacant or new position should be recommended by his supervisor and Department head for approval by the president.

G. POSITION TRANSFER POLICY - A lateral transfer (within the same pay class) shall not cause a change for adjustment in the base pay of the employee. If an employee is transferred as a result of management's request to perform an essential task in a job belonging to a lower pay class, he shall retain his current rate.

H. SEPARATION POLICY -

1. Termination of employment may be brought about by the following conditions
 - Voluntary resignation
 - Violation of company rules and regulations warranting dismissal
 - Physical disability (as certified by a physician as required by law)
 - Death of the employee
 - Unsatisfactory performance of duties and responsibilities by the employee
 - Other causes as defined by the labor Code of the Phils.
2. Termination of employment due to resignation must be done in writing, addressed and noted by the department Head. All resignations must have at least 15 days to one month notice prior to effectivity. All

resigning employees will be required to accomplish a prescribed clearance form to settle all property and money accountabilities. Beside the last salary due, other benefits that are cash convertible (leave credits, 13th mo. Pay) shall be paid to the employees after completion of all clearance.

3. Employees terminated for just cause are not entitled to cash conversion of other benefits except last salary and 13th month equivalent.
4. Employees terminated due to retrenchments, business reverses, and other causes not attributable to the employee and as provided by law, shall be entitled to a separation pay based on the provisions of law including cash conversions of benefits
5. In case of death of employee, all payments and other benefits shall be paid to the designated beneficiaries.
6. Last salary of resigned/terminated employee shall be withheld until all clearances and accountabilities are settled.
7. All accountabilities, materials or any items issued to employees must be forwarded or returned to concerned department prior to cessation of employment.

Clearance Procedures

1. All separating employees must undergo clearance procedure to secure all accountabilities/obligations to the company. Clearance form with authorized signatories should be completed before release of last pays or any amounts that the employee may be entitled to. Clearances and last pay will be processed within a period of one month but not to exceed three months subject for approval and management's discretion.
2. All separated employees are not allowed to enter company premises for personal visits or any reasons to transact for whatever cause.

3. The Human Resources Dept. shall be responsible in the accomplishment of clearance and release of separation pays.

Termination pay - The amount of separation pay that an employee is entitled by law to receive depends on the reason or ground for the termination of his services.

DISCIPLINE AND PROPER DECORUM

POLICY - We encourage all employees to show courtesy and regard for proper conduct, discipline and proper decorum at all times.

Proper Conduct

- Regard co-employees, subordinates and superiors with respect and courtesy. Each person deserves to be treated with respect and dignity as a human being.
- Refrain from uttering obscene, insulting or offensive words or making discriminatory remarks against any employee within Company premises.
- Refrain from displaying boisterous (noisy, loud, violent or clamorous) behavior that disrupts the work of others and destroys the professional work environment.

Work Hours

- Observe Company prescribed work hours and break time schedules conscientiously.
- Refrain from extending break time periods and using supposed work hours for smoking and other personal concerns.

- All OB & OT Request form shall be approved by the Asst to the Chairman.

GOOD HOUSEKEEPING RULES

- The company is a "smoke-free" company. "No Smoking" policy is strictly enforced. Eating, drinking, littering, and indiscriminately spitting are strictly prohibited at any working area. Any health and safety hazards should be reported immediately to HRD.

ELECTRICITY USAGE

- It is the responsibility of every employee to turn off all lights, air conditioning units, computers, printers and other machines or equipment that consumes electricity every night before leaving the office or when not in use. Non-compliance shall be considered gross negligence and subject for disciplinary action.

SCHEDULE OF OFFENSES AND PENALTIES

A. OFFENSES AGAINST JOB PERFORMANCE

1. Absence of 3 consecutive days in a month, without notice/call from the employee to his/her immediate superior, shall be considered AWOL. Likewise, unauthorized extensions of approved leave of absence shall be considered AWOL.

1 st offense	-	reprimand
2 nd offense	-	5 days suspension
3 rd offense	-	15 days suspension
4 th offense	-	30 days suspension
5 th offense	-	dismissal from service

2. Habitual absences - 5 approved absences within a period of one (1) month, except absences due to sickness. Accumulation of half-days shall be considered in the counting of absences -

1 st offense	-	reprimand
2 nd offense	-	7 days suspension
3 rd offense	-	15 days suspension
4 th offense	-	30 days suspension
5 th offense	-	dismissal from service
3. Habitual tardiness - 5 tardiness in one (1) month, is considered habitual, regardless of the number of minutes late per incident.

1 st offense	-	reprimand
2 nd offense	-	5 days suspension
3 rd offense	-	10 days suspension
4 th offense	-	20 days suspension
5 th offense	-	dismissal from service
4. Malingering/loitering - employees going around the office during office hours without official purpose shall be considered malingering/loitering. Non-observance of prescribed break time, shall be considered malingering/loitering -

1 st offense	-	reprimand
2 nd offense	-	7 days suspension
3 rd offense	-	15 days suspension
4 th offense	-	30 days suspension
5 th offense	-	dismissal from service
5. Gross negligence in the performance of one's job, resulting to loss of money, damage to property and shortage of inventories and other properties. Gross negligence resulting to loss of trust and confidence reposed in him/her by the Company, falls under this category

1 st offense	-	dismissal from service
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6. Unsatisfactory rating in performance for one (1) year

1 st offense	-	dismissal from service
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7. Refusal to render overtime work without justifiable reason, when told to do so, despite the approved authority

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service
8. Sleeping during working/ office hours

1 st offense	-	reprimand
2 nd offense	-	5 days suspension
3 rd offense	-	10 days suspension
4 th offense	-	20 days suspension
5 th offense	-	dismissal from service
9. Insubordination- employees are enjoined to dutifully perform their assigned task, orders from superior, whether verbal or written. Willful refusal to comply with the same, shall constitute insubordination -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service

10. Disrespect towards superior, manager and other officers of the company, in a manner which indicates disrespect or contempt to the position occupied by such person - employees are duty bound to extend respect to the superior, manager, officers and other persons in authority in the company. Commission of any act or deed that would tend to cause dishonor or disrespect to any of the Company's officers, shall constitute this offense

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service
11. Abuse of one's authority, including taking advantage of authority or position for self-interest or to suppress or harass another employee -

1 st offense	-	5 days suspension
2 nd offense	-	15 days suspension
3 rd offense	-	30 days suspension
4 th offense	-	dismissal from service
12. Incompetence in the performance of one's work or inability to deliver the required results specified in the output schedule and job description -

1 st offense	-	7 days suspension
2 nd offense	-	15 days suspension
3 rd offense	-	30 days suspension
4 th offense	-	dismissal from service
13. Failure to carry out job instructions of superior or failure to give truthful information to immediate superior or the employer or his authorized representative on matters concerning his/her work -
14. Failure to punch time card to register an employee's time in or time out without justifiable reasons -

1 st offense	-	7 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service
15. Commission of errors in the discharge of an employee's function, which resulted to loss of potential revenue for the Company, or caused unnecessary loss to the Company or other claimants -

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service
16. Failure to file the required duly accomplished Whereabouts Slip. All employees who are intending to out of the office, shall be required to file a duly accomplished Whereabouts Slip, indicating pertinent information, like, date, place, where the employee intends to go, reasons (s) and inclusive time/dates.

1 st offense	-	reprimand
2 nd offense	-	3 days suspension
3 rd offense	-	10 days suspension
4 th offense	-	20 days suspension
5 th offense	-	30 days suspension
6 th offense	-	dismissal from service

17. Willful neglect in the performance of duty or deliberate refusal to render extended hours/additional hours of duty to fill in gaps in the schedules for employees on shifting schedules, without valid and justifiable reasons, causing loss of trust and confidence reposed on the employees by management

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service

Employees holding supervisory position shall be meted a penalty of:

1 st offense	-	dismissal from service
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18. All other forms of misconduct committed by an employee in connection with his/her work

Simple misconduct:		
1 st offense	-	30 days suspension
2 nd offense	-	60 days suspension
3 rd offense	-	dismissal from service

Gross/Grave misconduct		
1 st offense	-	dismissal from service

B. ACTS OF DISHONESTY/DISLOYALTY

1. Falsification/tampering of company documents/records. The offense may be committed by any employee who, willfully and deliberately, alters/tampers documents or company's official records

1 st offense	-	dismissal from service
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2. Use of falsified documents/records/information - An employee who, shall, willfully and knowingly, use or submit false or

falsified records/information for his/her benefit shall be held liable for this offense -

1 st offense	-	dismissal from service
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3. Defrauding or conspiring to defraud the company of legitimate revenue by any means whatsoever -

1 st offense	-	dismissal from service
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4. Submitting fraudulent money claims against the company -

1 st offense	-	dismissal from service
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5. Unauthorized disbursement and/or misappropriation of company funds or disposal of company property -

1 st offense	-	dismissal from service
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6. Causing or attempting to cause damage to the company by presenting invoices representing purchases of spare parts or services, which turn out later fabricated documents or invoices with overpriced amounts -

1 st offense	-	dismissal from service
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7. Unauthorized use of company property - Any employee who, shall use any property owned by the company, for personal gain or benefit without prior authority, shall be punished accordingly -

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service

8. Misappropriation of company funds - Any employee who uses company funds for personal gain or benefit, which he/she receives for safekeeping or for delivery to third persons, shall be liable for this offense -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service
9. Unauthorized taking of company property - Any employee who, shall, unlawfully take or bring out from company premises any company property or things of value for personal gain or benefit, shall be punished accordingly -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service
10. Unlawful disclosure of confidential information - Employees are enjoined to treat with secrecy, all information's acquired or come across in connection with his/her employment with the company, and should not be disclosed with third parties without prior authority from the employer or his authorized representative

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service
11. Unauthorized reproduction of company records; unauthorized disclosure of the contents of said document (s) -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service
12. Giving false testimony during a company conducted investigation -
13. Offering or accepting anything of value in exchange for a job, work assignment or more favorable conditions of employment -

1 st offense	-	dismissal from service
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14. Accepting any form of gifts from co-employees or third parties, in exchange of any favor using an employee's influence or position in the company -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service
15. Submitting false, misleading or inaccurate information, or submitting spurious documents in support of one's qualifications relative to his/her job application -

1 st offense	-	dismissal from service
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16. Unauthorized use of company time - Employees who shall engage in personal activities during office hours, shall be guilty of this offense -

1 st offense	-	reprimand
2 nd offense	-	5 days suspension
3 rd offense	-	10 days suspension
4 th offense	-	20 days suspension
5 th offense	-	dismissal from service
17. Using company time and/or equipment to do unauthorized work or for personal benefit -

- 1st offense - 15 days suspension
2nd offense - 30 days suspension
3rd offense - dismissal from service
18. Holding unauthorized meetings on company premises or unauthorized distribution of written or printed materials within the company premises -
- 1st offense - 30 days suspension
2nd offense - dismissal from service
19. Punching the time card of another employee or delegating the punching of time card to another employee is considered grave dishonesty. Both employees shall be meted the penalty of:
- 1st offense - dismissal from service
20. Engaging directly or indirectly in any transaction which is conflict of interest of the company, unless prior consent was given by proper company's Officials -
- 1st offense - 30 days suspension
2nd offense - dismissal from service
21. Discourtesy and impoliteness in dealing with clients which results in the loss of revenue due the company -
- 1st offense - 30 days suspension
2nd offense - dismissal from service

22. Unauthorized disclosure of employer's confidential or private information, such as, but not limited to, home address, telephone numbers, whereabouts, itinerary-

1st offense - 15 days suspension
2nd offense - 30 days suspension
3rd offense - dismissal from service

23. All other acts of dishonesty, fraud, deceit or willful breach of trust and confidence, not specified herein

1st offense - 30 days suspension
2nd offense - dismissal from service

24. Attempt in the manipulation of employees attendance and payroll to reflect undue payment of salaries and wages -

1st offense - dismissal from service

25. Engage in any form of activity that would result in payroll padding -

1st offense - dismissal from service

C. OFFENSES AGAINST PERSONS

1. Attempt on the life of the employer or Company officials. Taking the life of a company official or employee, willfully or through reckless imprudence -

1st offense - dismissal from service

2. Inflicting bodily injury or assaulting another employee, except in self-defense, anytime within company premises -

1st offense - dismissal from service

3. Fighting/quarreling inside Company premises or inside work assignments, inflicting injuries to co-workers/employees

1st offense - dismissal from service

4. Threatening, intimidating or harassing fellow employee by use of force, anytime within Company premises -

1st offense - dismissal from service

5. Injury to co-employees or Company official resulting from reckless imprudence or disorderly conduct -

1st offense - 30 days suspension

2nd offense - dismissal from service

6. Discourtesy towards fellow employee in any form or manner, anytime during office hours and within Company premises -

1st offense - reprimand

2nd offense - 5 days suspension

3rd offense - 10 days suspension

4th offense - 20 days suspension

5th offense - dismissal from service

7. Use of foul or profane or insulting language to others - Employees is enjoined to maintain decorum and harmonious relationship with co-

employees. Use of foul, profane or insulting language to others, is strictly prohibited -

1st offense - reprimand

2nd offense - 7 days suspension

3rd offense - 15 days suspension

4th offense - 30 days suspension

5th offense - dismissal from service

D. OFFENSES AGAINST PROPERTY

1. Destruction of Company property - Employees is expected to use and handle Company properties with utmost care. Any employee who, shall deliberately destroy company properties, shall be subject to disciplinary action -

1st offense - 30 days suspension

2nd offense - dismissal from service

2. Loss of Company property issued to the employee in connection with his/her work, whether deliberate or unintentional -

1st offense - 30 days suspension

2nd offense - dismissal from service

3. Unauthorized use of Company property resulting to loss or damage to property and/or injury to persons -

1st offense - 30 days suspension

2nd offense - dismissal from service

4. Stealing or attempting to steal from the Company or from clients/co-employees

1 st offense	-	dismissal from service
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5. Substituting or attempting to substitute Company materials or equipment with another of inferior quality or lesser value -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service
6. Improper use of equipment/vehicle resulting to damage to the said property -

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service
7. Sleeping while on duty, this results to loss of property (s) of LGC's clients.

1 st offense	-	dismissal from service
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8. Coniving or attempting to connive with third person(s) or co-employees, in any form of activity which results to loss of the Company's client's property (s)

1 st offense	-	dismissal from service
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9. Negligence in the performance of one's duty, which results to loss of the Company's or clients' property(s) -

1st offense - dismissal from service

Note: the above administrative penalties on offenses against property, is without prejudice to the civil and criminal liabilities of the erring employee.

E. OFFENSES AGAINST HEALTH AND SANITATION, SECURITY AND SAFETY

1. Creating or contributing to disorderly and/or unsanitary conditions in the Company e.g, littering, writing graffiti on walls and improper use of toilet facilities -

1 st offense	-	reprimand
2 nd offense	-	5 days suspension
3 rd offense	-	10 days suspension
4 th offense	-	20 days suspension
5 th offense	-	dismissal from service
2. Deliberate concealment of one's contagious disease that may endanger the health of other employees -

1 st offense	-	dismissal from service
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3. Failure to observe health and safety rules and procedures of the Company -

1 st offense	-	reprimand
2 nd offense	-	5 days suspension
3 rd offense	-	10 days suspension
4 th offense	-	20 days suspension
5 th offense	-	dismissal from service

4. Willful refusal to submit to security requirement of the Company. Unauthorized carrying of firearms or deadly weapons and explosives within Company premises or during official/company time -

1 st offense	-	dismissal from service
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5. Failure to report immediately any personal injury or damage to property/equipment occurring within Company premises and/or official time

1 st offense	-	reprimand
2 nd offense	-	7 days suspension
3 rd offense	-	15 days suspension
4 th offense	-	30 days suspension
5 th offense	-	dismissal from service

F. OFFENSES AGAINST GOOD MORALS AND PUBLIC ORDER

1. Gambling inside the Company premises- All forms of gambling is strictly prohibited. Employees who engage in any form of gambling within the Company premises, shall be subject to disciplinary action

1 st offense	-	reprimand
2 nd offense	-	7 days suspension
3 rd offense	-	30 days suspension
4 th offense	-	dismissal from service

This shall likewise apply to security guards/janitors and those on shifting schedules, whether or not committed during duty hours,

provided the same is committed within the premises of the Company or its client(s), but with modified penalty ad follows:

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	dismissal from service

2. Except when there is an occasion to celebrate, drinking any form of alcoholic beverages, wine or liquors within Company premises and during office hours or outside of duty hours, is strictly prohibited

1 st offense	-	dismissal from service
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3. Reporting for work under the influence of liquor/wine/alcoholic beverages -

1 st offense	-	dismissal from service
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4. Damage to Company property and/or injury to oneself or other employees due to intoxication or drunkenness -

1 st offense	-	dismissal from service
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5. Possession and/ use of prohibited or illegal drugs -

1 st offense	-	dismissal from service
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6. Engaging in and/ or maintaining illicit relationship - Employees are enjoined from engaging in immoral or moral relationship with fellow employees, officers, and managers of the company -

1 st offense	-	30 days suspension
2 nd offense	-	dismissal from service

7. Engaging in idle talk, rumor mongering, fomenting intrigues among employees, spreading false and malicious statement against co-employees or Company officials -

1 st offense	-	7 days suspension
2 nd offense	-	15 days suspension
3 rd offense	-	30 days suspension
4 th offense	-	dismissal from service

8. Commission of any unlawful act within the Company premises or the Company's clients' premises, other than those specified herein -

1 st offense	-	7 days suspension
2 nd offense	-	15 days suspension
3 rd offense	-	30 days suspension
4 th offense	-	dismissal from service

9. Engaging in horseplay or generally behaving roughly during office hours -

1 st offense	-	7 days suspension
2 nd offense	-	15 days suspension
3 rd offense	-	30 days suspension
4 th offense	-	dismissal from service

10. Conviction of crime or felony, whether or not committed within Company premises -

1 st offense	-	dismissal from service
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11. Unjustified refusal or failure to cooperate or assist or provide team support to fellow employees when such cooperation is needed to protect the interest of the Company -

1 st offense	-	7 days suspension
2 nd offense	-	15 days suspension
3 rd offense	-	dismissal from service

12. Failure on the part of superiors or managers who has knowledge of any violation of Company rules and policies, committed by his/her staff, to take steps to report the same or prevent its commission -

1 st offense	-	15 days suspension
2 nd offense	-	30 days suspension
3 rd offense	-	60 days suspension
4 th offense	-	dismissal from service

PERSONNEL POLICIES & PROCEDURES

A. RECRUITMENT AND DESIGNATION

Medocare hereby appoints Agent to solicit, at Agent's own expense, new and renewal applications for HMO. The agency relationship established by Medocare is non-employee-employer relationship. Agent shall solicit applications for Policies only in those areas where Agent is licensed and appointed by Medocare and only for those products which are approved by Medocare for sales. Agent hereby accepts the appointment and agrees to use its best efforts to solicit application in accordance with Medocare policies.

SCOPE

This policy applies to all positions within Medocare, whether temporary or licensed agent in nature.

IMPLEMENTING GUIDELINES

All Agent is not authorized to:

1. Misrepresent or alter, amend, waiver or extend any rates, conditions or provisions thereof;
2. Waive or extend the time of payment of any premium or any other moneys due for any Policy;
3. Enter into any contract or incur any expense, debt, liability or obligation of any character involving Company.
4. Make any promise or representation to any applicant or member in connection with payment of any claim; or do any other act not expressly authorized by this Agreement.

RESPONSIBILITIES OF AGENT

Licensing

1. All Agent shall be duly licensed under the laws of Medocare in which it acts as HMO agent and agrees to keep the license(s) in full force and effect during the term of his Agreement with Medocare.
2. Medocare is the one responsible to all Agent with regard to any termination, qualification, suspension or expiration of such license.
3. Agent shall maintain in good standing, at no cost to Medocare except for the license fee required by Medocare.

Policies and Procedures

- Agent will comply with all applicable Company policies and procedures as may be issued from time to time. Agent may not waive any provisions of such agreement without Company's express prior written authorization. Specifically, but without limitation, Agent shall:
1. Comply with any applicable rules and regulations regarding the replacement of IDs/Agreement, including the preparation of appropriate replacement forms, delivery of them to members and the provision of notices and other required forms and information to Medocare.
 2. Promptly transmit to Company, or to such person designated by Company, applications received, together with any initial premium payment or prepayment of expenses collected with respect to such applications; and,
 3. Promptly deliver to the member or contract holder all HMO Agreement and/or Medocare IDs issued and transmitted by Medocare to Agent for delivery.

Applications

1. Agent shall review each application for completeness and that Agent shall fully inform each applicant that he/ she shall not be accepted for coverage until and unless the application is approved by Medocare and the applicant receives a written notice from Medocare setting forth the terms of the coverage.
2. Agent will not submit to Medocare any information that Agent knows or should reasonably know to be false or misleading.

Adverse Affect

1. Medocare Agent shall not conduct its business in such a manner as to adversely affect the business, good standing or reputation of Medocare

Receipt of Fund

2. Agent shall not receive any funds due to Medocare, except that Agent may collect the initial and subsequent membership fees from members by a check or cash made payable to Medocare Health Systems, Inc. through the issuance of a Provisionary Receipt.
3. Medocare Agent shall hold any and all such payments in a fiduciary capacity and shall hold and transmit such funds to Medocare Authorized persons.

Relationship of Medocare Agents and Medocare

1. No provision of his Agreement with Medocare is intended to create nor shall be deemed or construed to create, any relationship between Medocare and Agent.
2. Medocare Agent acknowledges and agrees that, as an independent entity or agent, it is not covered for unemployment and workers' compensation insurance by Medocare.

3. Medocare Agent agrees to be responsible for their own expenses associated with travel, entertainment, meals.

Audits

1. Medocare reserves the right to inspect and review the records of Agent.
2. Company may conduct audits of Agent from time to time with advance notice. Agent agrees to use its best efforts to fully cooperate with Medocare in the event that Company is audited by Insurance Commission.

Policy Cancellation

Medocare Agent shall not cancel any Policy issued by the Medocare.

MEDOCARE AGENTS REQUIREMENTS

1. *Interview*
2. *License Documents* - The successful candidate submits the following requirements:
 - a. Application form
 - b. Two (2) copies of 1 x1 colored picture
 - c. One (1) copy of 2 x 2 colored picture
 - d. SSS, TIN, Pag-Ibig Numbers
 - e. Valid government IDs
 - f. License fee
 - g.
3. *Appointment Contract* - Licensing Department issues to the new license his/ her appointment paper.
4. *BST Orientation* - All newly recruited agents will be invited to attend Basic Sales Training to be conducted by Medocare Trainor for his smooth assimilation into the organization.

B. TRAINING

It is the goal of Medocare Agent to develop the highest level of skill among HMO agents. It is the responsibility of the Training Officer to coordinate with the Sales & Marketing to identify the training needs of their subordinates based on the gents Appraisal conducted every year. This is to ensure that all agents will be capable to perform their work independently and to maintain the quality level of production sales as required by the quality management system. Training and development activities are available to all Medocare Agents. There are continuous training programs on self-development, skills upgrading and customer service. Medocare Agents will be informed of the training schedules.

C. COMPENSATION

The company pursues a policy of paying its Agents in accordance with the applicable commissions set forth by their Medocare Agreement. This includes appropriate commission for every production sales.

E. BENEFITS

Mandated by Sales & Marketing policies under licensing department must be set forth to all licensed Medocare Agent benefits specifically on commission basis and sales drives benefit too.

DISCIPLINE AND PROPER DECORUM

GOOD HOUSEKEEPING RULES

- Medocare is a 'smoke-free' company. "No Smoking" policy is strictly enforced. Eating, drinking, littering, and indiscriminately spitting are strictly prohibited at any working area. Any health and safety hazards should be reported immediately to Sales & Marketing Department.