COMPANY RULES AND REGULATIONS

IMPORTANT - TERMS OF USE
By using this page you agree to the following terms.

1. To ensure the latest version of the company manual is being used you agree not to copy this page and no copy of this page is a valid representation of this page only the page appearing at this web address will be the valid version of this document.
2. Your agree that this document is confidential to employees of GOTO PLUS INC.

PURPOSE
The purpose of this rules and regulations is not to restrict the rights of anyone, but to define these rights and to protect the rights of all and to insure cooperation. Committing any of the following violations will be sufficient grounds for disciplinary action, ranging from VERBAL WARNING to DISMISSAL, depending upon the seriousness and frequency of the offense in the judgment of the Management.

OBJECTIVES

1. To promote order, discipline, and harmony among employees by establishing a code of conduct in order to achieve efficiency in the operations of the Company.
2. To establish penalties for purposes of fairness, justice and due process in the imposition of disciplinary action with emphasis on the prevention on infraction of these rules rather than on the administration of penalties.
3. To protect the rights of every employee by clearly specifying what may or may not be properly done under specified circumstances.
4. To provide guidelines in the administration of employee's discipline and to inform all employees of existing rules and regulations for their guidance.

POLICY STATEMENT
Rules and regulations are essential to the efficient operation of any company. They are the cornerstone of any successful operation. The following rules have been established for the common guidance of all of us in this company. They are fundamental in character and are designed for the convenience and protection of all of us, and to give us a more efficient and successful operation.

The management recognizes its continuing responsibility to develop and administer the necessary company rules and regulations and disciplinary measures in a fair and consistent manner, and the obligations of all employees to conform with those company rules and regulations applicable to their assignment.
It is the policy of management to be patient, sympathetic, fair and tolerant in the administration of this company. It is the sincere desire of management to help the members of our company in every way possible, so that all of us may go forward together in a successful future, but under a uniform policy which applies equally to all departments and all individual.

Should any policy conflict with laws of the Philippines including employment law then the strongest relevant law will be applied.

GENERAL POLICIES

1. Penalties provided for in the rules and regulations, schedule of penalties are primarily intended to prevent rather than to punish violator.
2. The company rules and regulations shall apply to all employees within the company premises, company extended premises, on job sites and while undertaking official duties outside the company compound. It shall likewise apply during non-company time and to areas outside the company premises if it concerns the work of an employee; if it directly affects their work in the company; if it involves company property or interest, or if the cause of action is traceable to the superior-subordinate relationship.
3. Employee discipline is the responsibility of both the supervisors, superintendents, department managers, all company officials and the Human Resource Section. Violations noted by the above mentioned personnel shall be investigated and appropriate disciplinary action shall be given to the employee.
4. Everybody is expected to study, understand and comply with this policy. No one can plead ignorance of the same. Everyone is required to read all notices appearing on the bulletin boards and shall be responsible for any matter (including, but not limited to, understanding and compliance with those) appearing in such notices which concern them.
5. Depending upon the gravity of the offense, a penalty one or more step higher than the one provided for in the rules and regulations may be imposed.
6. Offenses not included in the rules and regulations shall be decided on a case to case basis. Penalties for this kind of offenses will be based on the offense analogous or similar to the decreed offenses in the rules and regulations. But in all cases fairness and justice shall be the main criteria in administering penalties.
7. A single event may involve several offenses and penalties. All offenses must be entered in the employee's 201 file.
8. Prescription of offense shall be two (2) years from the time of its commission. If the employee has not committed any kind of offense within the last twenty four months (2 years) such can be taken as mitigating circumstance and the current or new offense will be considered first offense for purposes of imposing penalties.
9. Recidivism or the repeated commission of the same or different offense is an aggravating circumstance and will put the penalty one step higher if not dismissal. The commission of any five (5) offenses within 12 months is considered recidivism.
10. Recidivism may be the basis of termination regardless of the nature of the offense.
11. These rules and regulations shall amend or repeal other previously issued rules and regulations of the company unless the same does not contradict or conflict with the contents or provisions of the former. In case of contradicting provisions or penalty the new company rules and regulations shall always prevail. Other company rules and regulations may subsequently issue from time to time in the form of general memorandum, furnished or informed.

CORE RESPONSIBILITIES AND STANDARDS

1. The company Human Resources slogan is "Skill and Education is Important, but Attitude is EVERYTHING", attitude of employees should be of a positive nature and supportive of their workmates. Gossiping, backstabbing, blaming management or other employees are intolerable acts and not in keeping with the harmonious attitude of the company and will result in the relevant disciplinary actions detailed within this document.
2. I accordance with the employees contract of employment all ideas and inventions of the employee are the property of the company, its the solemn responsibility of the employee to report all ideas and inventions to management within 24 hours, failure to do so will be dealt with according to the theft of company property described herein.
3. Managers and fellow employees are responsible for the reporting to management as to the correct and original origin of any ideas or inventions, under no circumstances should employees claim any other persons invention as their own and doing so will be libel to penalties described herein.
4. All policies and variations to policy must be in writing and approved by management. He said, she said, boss said claims should not be entertained under any circumstances. Unless otherwise directed it is the responsibility of the Human Resources to document and distribute any new or changed policies.
5. The Organization chart and polices are the ones published on the company internet and no other copy or version is applicable.
6. Employees are responsible for company assets in their care or control including but not limited to laptops, cell phones, wifi units computers etc, damaged, lost or stolen property of the company is the sole responsibility of the employee and will me charged to the employee.
7. The company provides certain resources to assist the employee in the performance of their job such as transport, laptop and internet connection. It is the responsibility of the employee to ensure that these resources are available as early as possible when committing any customer meetings. Trying to book or locate resources on the day of a meeting will be considered as a lack of professionalism on part of the employee and dealt with accordingly.
8. Employees involved in financial transactions are responsible for the correct handling of those transactions, financial losses due to the negligence of the employee is the sole responsibility of the employee and is recoverable in full from the employee or employees concerned.
9. The selling of products, making of loans or signing to multi level marketing programs is strictly forbidden between employees, offering these products or services carries the same penalty as having made the sale, any employee offered items for sale most report it to management or be guilty of the same offense under the accomplice policy. The only exception to this policy is the sale of food to be consumed within the office such as providing food to other employees for lunch.
10. Employees are forbidden from holding other jobs while working for the company this is primarily due to Intellectual Property laws, any work performed for any reason or purpose automatically become the property of the company.
11. Performing private work within the office, that is any work not specifically for the company and including work for friends or other companies is prohibited and will be dealt with in the strongest possible way permitted under the law.

Article I
HIRING OF EMPLOYEES

Section I Applications
Applicants are selected on the basis of compliance with detailed qualification requirements of the position, age and physical condition.

Section II Interview and Examination
Applicants should pass all the tests (if there is any) and interviews conducted by authorized personnel.

Section III Physical/Medical Examination/Drug Test
All selected applicants will be required to undergo a pre-employment physical and medical examination to be conducted by the Company designated medical clinic/hospital to be shouldered by the company. The drug test is optional depending on the recommendation of the company. Any additional or repeat exams will be paid by the applicant.

Section IV Requirements

1. All selected applicants should comply with the following requirements before assumption of duties:
   - Employee's Info sheet
   - Birth Certificate
   - Marriage Contract (if applicable)
   - Birth Certificate of Children (if applicable)
   - College Diploma/Transcript of Records, School Certification
   - TIN (if any) / SSS E-1, PhilHealth, Pag-ibig, NBI / Police Clearance
   - Employment Certificate (from previous employer)

2. For SBMA Gate Pass Processing
   - SBMA Information Sheet
   - NBI Clearance or Police Clearance

Section V Orientation
All applicants who have secured and completed the requirements and passed both pre-employment background investigations, medical examination shall be schedule for orientation to be conducted by Executive Officer/HR to know the company rules and regulation, Safety Officer for Safety Indoctrination. To assume productivity upon endorsement to the section, it is both a requirement and necessity to all new employees to gather and understand basic rules and regulations and health & safety program prior to deployment in their sections orientation.

Section VI Contract/Agreement Signing
An applicant to be hired will be required to sign the Employment Contract and the Confidentiality and Nondisclosure Agreement before start of work.

Section VII Filling Up of Vacancies
In filling up vacancies created by promotions, resignation, retirement, etc., priority is given to qualified employees within the Company. Otherwise, the Company reserves the right to select from outside applicants.

Section VIII Nepotism Policy
It is the policy of the company to retain the right to refuse to appoint or hire a person to position in the same department, division or facility, wherein his/ her relationship to another employee has the potential for creating adverse impact on supervision, safety, security or morale, or involves a potential conflict or interest.

This policy applies to individuals who are related by blood, marriage or adoption including the following relationships: spouse, common- law spouse, child, step-children, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

When two existing employees marry, and a determination has been made that the potential for creating adverse impact as described above exists, the department head in conjunction with the Human Resource Section, shall make reasonable efforts to reassignment of duties, relocation of transfer. If the management is unable to make an acceptable accommodation, then the two individuals will be notified by the department head that one of the employees must separate from employment within 60 days. The choice of who shall separate from service shall separate from service shall be the employees' in the event the employees do not agree with respect to which one shall resign, the employee with the least seniority shall be separated from employment.

Article II
CLASSIFICATION OF EMPLOYEES

Section I Regular Employee
A regular employee is one who has satisfactorily passed the probationary period of employment, is placed on a regular payroll, and is assigned to work on regular operations of the Company.

Section II Probationary Employee
One who is employed by the Company on a trial period not exceeding six (6) months to determine his/her capability and fitness for the position for which he/she was hired.

The Company may terminate the services of a probationary employee if he/she fails to meet the requirement of the company for such position and in accordance with existing provisions under the Labor Code of the Philippines.

Section III Apprentice
An apprentice is a worker who is covered by a written apprenticeship agreement which shall not exceed for a period of four (4) months under the Apprenticeship program duly approved by the Department of Labor and Employment.

Addendum Clause
An employee regardless of his/her employment status who will be sent to a training program locally or internationally funded by GOTO PLUS, INC. will be binded to sign a written agreement to stay with the company for a certain period to re-compensate the expenses incurred.

Article III
WORK SCHEDULE

As a service company, we are open for business seven (7) days a week from 7:00AM to 11:00PM. The schedule according to position will require 48 hours of work every week within the parameters of the position.

The working Hours and schedule for all employees shall be as follows:

1. **Support Staff**

Development		Admin, Finance, Sales, Implementations and After Sales	
Monday to Friday	8am – 6pm	*Monday to Friday*	9am – 6pm
Saturday	On-Call Basis	*Saturday*	Alternate Saturday
Lunch Break	1 hour	*Lunch Break*	1 hour
Short Breaks	15 minutes – morning 15 minutes - afternoon	*Short Breaks*	15 minutes – morning 15 minutes - afternoon

2. **Operations** (RSO)

Monday to Sunday	7am – 4pm 10am – 7pm 12nn – 9pm 2pm – 11pm
Lunch Break	1 hour (time may vary depending on the time of their shift)
Short Breaks	Two (2) 15 minutes (time may vary depending on the time of their shift)

Management, reserves the right to change the work schedule from time to time as the necessities of its business operations so require and depending on the requirements of the project.

Article IV
JOB ATTENDANCE

Section I Leave of Absence

All employees are required to text, call, viber or skype Human Resources or the president before 9am of the actual day if they are going to be absent. The Human Resources will be the one who will inform the Manager of the employee's absence.

If an employee failed to inform the Human Resources of his/her absence, the Manager of the employee may issue an internal memo as a reminder for the offense and the employee cannot use their available leave credits.

**No leave form shall be entertained without following the proper procedure.

OBJECTIVE
To ensure operational efficiency of the company in its daily activities, it is necessary to adopt guidelines in controlling attendance and punctuality of its employees.

It is the responsibility of all employees to adhere in attaining the operational efficiency of the company with regards to their attendance and punctuality. At the opening hour, all employees are expected to be actually working. This is necessary in fairness to the company and to ensure the smooth flow of the work.

Types of Leave

1. **VACATION LEAVE**
   Employee who intends to apply for a vacation leave whether with pay or without pay must fill out the Leave Form with true and correct reason and have it signed by his/her immediate superior. In instances wherein the service of the employee is needed brought about by operational reason, the superior has the right to disapprove the leave application or reschedule the same to another period.

   a. For 1 day leave you shall file your leave form two (2) days in advance
   b. For 2 or more days leave you shall file your leave form two (2) weeks in advance

It is the responsibility of employee to know whether his/her application was approved or not. He/she must verify from his/her superior the status of the application before going on leave. Employee who goes on vacation leave without prior approval shall be considered AWOL and shall be penalize.

An employee who applies for leave of absence but his/her application was denied by his superior due to non-meritorious reasons and/or of necessity of his service for the smooth operation of the company and still insist to be absent in total disregard with superior's advice or order, the employee thus, committed the infraction AWOL with insubordination. Such unauthorized absence will not be compensated even with available leave credits and is subject to disciplinary action.

At the end of the approved scheduled vacation leave, the employee must report back for work.

2. **SICK LEAVE**
   An employee may avail and apply for a sick leave of absences in the event of injury, sickness or recovery from an ailment which will affect the performance of employee at work.

Application for a period of one day, may be required to submit a medical certificate upon the discretion of the management if it's deem to be habitual.

Absences of an employee due to sickness (2 times within a month) will require to submit a medical certificate if it's deem to be habitual.

Application for a period of 2 days shall be accompanied either: by the required medical certificate coming from the company doctor or by a medical certificate coming from a licensed physician, with the concurrence of our company physician.

All employees who are on a sick leave for two (2) working days shall attach Medical Certificate from Laceda Clinic. The company will shoulder the payment for the employee's check-up just present the Official Receipt.

If the employee prefers to have his/her check-up to his chosen doctor, he/she cannot reimburse the payment from the company.

If the employee cannot come to work due to sickness, he/she must notify his/her immediate superior before 9:30am on the first day of his/her absence. Notification can be done to the following: By calling/texting your immediate superior, or by sending any representative to notify your sick leave and condition. Notice in any way of which being received by immediate superior will be forwarded to Executive Officer/HR right away.

At the end of the approved scheduled sick leave, the employee must report back to work.

Late filing of application for sick leave or submission of the application not on the prescribed period given above will not be accepted and be automatically considered as violation of the above rules.

An employee is required to secure a fit to work clearance from company nurse/physician before going back to work if the absence is prolonged to more than seven (7) days.

Filing of application for sick leave or submission of the application shall be made on the day the employee reports for work. Application not done on the prescribed period given above will not be accepted and be automatically considered on AWOL.

The Human Resources Section at their discretion or upon request of the respective superior of employee will send a representative of the company, to visit the employee to verify the claim.

Failure to comply with the said requirements will render his/her absence/s as AWOL irrespective of the medical certification she/he will present upon return to work and will be considered a sufficient ground for enforcing the appropriate penalty.

The management has the discretion not to accept the employee who cannot provide Medical Certificate.

3. **LEAVE EXTENSION**
   If an employee wishes to extend his/her leave, the employee shall notify his/her immediate superior and the Executive Officer/HR before the end of her approved leave. Extension of leave made without prior consent or approval will be considered AWOL and is subject to the penalties in accordance with the Company's Code of Discipline.

4. **LEAVE FOR MANAGERS**
   Leave application filed by managerial position shall be approved by the Executive Officer/HR and noted by the President.

Section II UNDERTIME
An employee who did not complete the working hours is considered under-time. Under-time shall mean reporting for work an hour after the scheduled time or leaving his/her work and the company before the end of his/her working schedule.

POLICIES
An employee who goes on under-time must submit an approved Leave Form. Under-time is prohibited unless the immediate superior due to emergency cases or sickness has granted approval. Under-time without proper authorization is to be considered as AWOL. Under-time of four (4) hours is considered half-day absence.

Section III FIELD WORK
Employees assigned to do field work are required to log in and out in the GOTO PLUS timeclock.

Section IV TIME IN & OUT
The time clock is the basis for employee time keeping and payroll, it is the employees responsibility to ensure that they are log in or log out from the time clock, performing work without logging in or log out results in unrecorded work hours, the company takes no liability whatsoever for employees who work without logging in or out as it will be deemed to be their personal time.

All employees must log in and out in GOTO PLUS, INC. time clock through their office computers (https://intranet.gotoplus.net/timeclock/timeclock.php):

1. Upon reporting to work; (IN) whether late arrival or on time.
2. All employees are required to log in and out of the time clock. If an employee failed to log in or out he/she shall be considered absent for the day.
3. During lunch breaks or short breaks (LUNCHBREAK OR MIDBREAK) if the employee will go out of the office and upon returning to the office (IN).
4. If an employee forgot to log using his/her break time the Manager will issue an internal Memo for the offense.
5. If an employee forgot to log in after their break time, the latest time registered on the time clock will be the one considered as their working hour.
6. Right after authorized working hour. (OUT)
7. No employee is allowed to log out outside the company unless you are on a field work.

Employees are prohibited to log in and out their co-employee. Employee who will be caught doing this shall be subject to disciplinary action.

Section V ADMIN LEAVE
Natural calamity such as typhoon, floods, accident, etc. declared by the regional and/or central government/or by the management.

Article V
SALARIES AND WAGES

Section I Confidentiality
Information concerning individual salaries and merit increases are a personal matter and is made available only to that individual and to those Management personnel who are directly involved in and who have authority over the control of budgeting on administration of salaries.

Employees must not discuss their salary level or issues relating to their remuneration with any other employee and shall therefore be subject to disciplinary action.

Section II Payment of Salary
Payment of salary is given every 5th and 20th of the month.

Each employee is issued their statement of earnings (Pay Slip) which show the amount due for their regular and overtime work with the corresponding deductions, adjustments and net pay that is to be credited through cash or in their own ATM.

Section III Salary Review
In the computation of salaries and wages, the Company will, at all times, comply with all lawful rulings of duly constituted government authorities or laws of the Republic of the Philippines.

Section IV Performance Evaluation
To measure the capacity, capability and other skills of employees with regard to his/ her present job responsibilities, The Management set up the guidelines for Performance Evaluation. Company have (3) three kinds of performance evaluation to wit;

1. **Probationary Period**
   During this period, the employee must be evaluated by the immediate superior at the 5th month of employment. This is to measure the skills of an employee before the regularization contract and other adjustment like salary, position, end of contract. Contract expires in 6 months.

2. **Special Evaluation**
   This may be applicable for employees who were no longer performing well his/ her job responsibilities and for cases of demotion.
   - If in case the service of the employee is no longer satisfactory to the standard of the company due to reasons that affect his/ her productivity, the management has the rights to evaluate the employee as the basis of discontinuing the contract between the two parties.

   Special evaluation is also applicable for employees who will be promoted, salary adjustment and other related cases with regards to performance.
   - If in case the service of the employee exceeds the company's standards or in case, the employee was seen performing well on his or her assigned responsibilities, the management has the prerogative to evaluate the employee for necessary personnel actions.

3. **Annual Evaluation**
   The annual evaluation generally occurs in February of each year. This is to measure the skills of an employee if he or she is still capable of his or her present job.

The employee must know also his or her field of improvement, weaknesses and other comments or feedback with related to his or her work job assignment.

Career Development Service
To support the managers and the workforce in meeting the expectations of the organization Admin and HR section is available through department consultations to assist with:
- Personal assessments of employee skills, competencies, knowledge and values
- Career counseling, planning, skill/ competency assessment, and job choice help
- Provide referrals to other community based job assistance services and useful insightful readings, references and referrals
- Job change information
- Referrals for professional development/ training options
- Needs of staff on layoff status

Section V Deductions
The only deductions that will be made from salaries of employees are those owing to the Company and those authorized by law such as Withholding of individual Income Tax, SSS contributions, PhilHealth, Pag-Ibig and similar governmental impositions.

Article VI
OVERTIME, HOLIDAY AND REST-DAY PAY

Section I Definition
Overtime pay refers to additional compensation for work beyond eight (8) hours a day. In consideration of the Company's business operations, the Management reserves the right to require any or all of its employees to render work on ordinary workdays and on Sundays, rest days and regular or special holidays.

Section II Overtime Pay
The Company pays overtime for all work actually rendered and authorized in excess of the legal standards on regular work days, rest days, special non-working holidays, and regular and legal holidays.

Section III Policies
Request for overtime work is subject to approval of superior. Rendition of overtime work not required by operations and/or unauthorized by superior unduly increases overhead cost and shall not be compensated.

In consideration of the Company's business operations, the Management reserves the right to require any or all employees to render overtime work during ordinary days/holidays and rest days.

No employee shall be allowed to render overtime work to catch up on his/her normal workload due to absences, tardiness or if he or she is slow to finish his/her work. Likewise, an employee who arrives late for some personal reason shall not be allowed to render overtime on the same day.

Unauthorized overtime work shall not be compensated and subject to disciplinary action.

Section IV Procedure
All rank and files who will render overtime work must fill out the Overtime Slip indicating the reason for overtime work. The Manager will recommend approval/disapproval of Overtime Slip and the President will affix his/her signature for final approval/disapproval.

Section V Holiday Pay
The Company observes both regular/legal, special non-working and special working holidays of the Philippines. Employees who will be required to report for work due to operational demand will be paid according to what is mandated by the Labor Code provided he/she is present or is on approved leave of absence with pay on the workday immediately preceding the regular/legal and special non-working holidays.

Rank and file employees or daily rate employees shall be paid during regular/legal holiday under the law even if not worked. However for special non-working day, they do not get paid of the appropriate premium pay if they do not rendered work on any such day.

Monthly paid employees already include holiday pay for those days as well as days proclaimed by the Presidential Orders as special non-working holidays, or by local government authorities as local non-working holidays in the locality the Company operates.

Section VI Regular/Legal Holidays
The following are the regular/legal holidays declared by law to be paid even if not worked:

New Year's Day	January 1
Maundy Thursday	Movable
Good Friday	Movable
Araw ng Kagitingan	April 9
Labor Day	May 1
Independence Day	June 12
National Heroe's Day	Last Sunday of August
Bonifacio Day	November 30
Feast of Ramadan	Movable
Christmas Day	December 25
Rizal Day	December 30

Section VII Special Holidays
The Company recognizes two categories of special holidays: special working holidays and special non-working holidays.

Special working holidays are days declared in commemoration of important events or persons but not considered as days off for work. They are treated like ordinary workdays and services on those days are not premium-rated that is without extra premium.

Overtime work is compensated like in the case of ordinary days.

Special non-working days are similar to special working holidays but with one difference: these days are premium-rated if worked.

The special-holiday basic rate is 30% more than the regular/ordinary day basic rate (100%) or 130% for the first eight (8) hours. The special-holiday overtime rate is 30% of the 130% special-holiday basic rate, or an overtime premium of 69% of the regular/ordinary-day basic rate for hours worked beyond or in excess of the first eight (8) hours of work. Where such holiday work falls on the employees scheduled rest day, he/she shall be entitled to an additional compensation of at least fifty percent (50%) of his/her regular wage.

Section VIII Rest Day
It shall be the duty of employer whether operating for profit or not, to provide each employee a rest period of not less than twenty four (24) consecutive hours after six (6) consecutive normal work days. The Management will determine and schedule the weekly rest day of employees. Due to operational demand the Management may require employee to report on his/her scheduled rest day. When an employee is made or permitted to work on his/her scheduled rest day, he/she shall be paid of an additional compensation of at least thirty percent (30%) of his/her regular wage. However, for work performed on a special non-working holiday falling on an employee's rest day, the additional premium is 50% of his regular/ordinary basic rate; the overtime premium rate remains the same at 30% of the 150% rate

Work on scheduled rest day must always have prior approval of superior. Unauthorized work will not be compensated and subject to appropriate disciplinary action.

Section IX Night Shift Differential
Employees shall be paid a night differential equivalent to ten percent (10%) of their applicable hourly rate for each hour of work performed between ten (10) o'clock in the evening and six (6) o'clock in the morning.

Section X Conditions for Entitlement; Forfeiture of Pay
The Company discourages absences and malingering among employees who might construe holiday pay as compensating income to incur unauthorized absences on the day(s) preceding the holiday(s). In such cases, an employee forfeits his regular/legal holiday pay if:
- He is absent or he is on leave without pay on the work day immediately prior such holiday, and he does not work on the holiday itself.
- The forfeiture does not apply when the day immediately preceding the holiday is a scheduled rest day of the employee or is a non-work day in the Company.
- Moreover, employees who are on Company paid leave (vacation, sick, emergency leaves) and similar paid leaves provided by law such as maternity, paternity employee are entitled to regular/legal holiday pay.

Article VII
REGULARIZATION, PROMOTIONS AND DEMOTIONS

Section I Regularization
All probationary employees, upon reaching their fifth (5th) month of service must be evaluated and may be recommended for regularization, given that they meet the following requirements:

Over-all performance rating for the period covering the first 5 months of employment with GOTO PLUS, INC. must be 3.0 and above; Must not have any disciplinary action with the penalty of suspension.

Employee with poor attendance rating during the period of evaluation (with more than 2 absences) will be required to submit in writing his/her counter measures for the absences incurred. Superior is likewise required to submit in writing the justification letter of the need to regularize such employee.

All recommendation for regularization must be approved by the President. Once Performance Appraisal sheets have been accomplished, concerned section shall submit the forms to Human Resource Section for checking of the evaluation.

Section II Promotion
It is the rule of the Company to select the best-qualified candidates to assure quality staffing and maximum utilization of skills. Employees may be considered, selected, assigned and promoted on the basis of merit i.e. performance above par, or gradual growth of duties and responsibilities of the position in accordance with Company guidelines on Promotions and Salaries. There will be no discrimination because of age, sex or marital status.

Section III Demotion
It is recognized that demotions are undesirable in practically all cases. They tend to adversely affect the employee's morale, performance, etc., and consequently, adversely affect the Company's operations. Demotions, therefore, may be resorted to only in extremely unusual circumstances that would justify such a course of action.

Article VIII
EMPLOYEE MOVEMENT

Transfer is a movement from one position to another, which is of equivalent rank, level or salary without break in service involving the issuance of the appointment. Management reserves the right to transfer and relocate employee.

Article IX
EMPLOYMENT RECORDS

The Company endeavors to follow closely the progress of all employees in their work. It is in keeping and maintaining systematic, accurate and up-to-date records of employees that proper attention can be done to their varying needs. In order to attain these goals, the following shall be carried out:

A complete record of work history of employees from the time of initial employment shall be maintained.

Copies of all documents and/or communication reflecting administrative actions affecting and/or involving the employee shall be kept intact in the employee personal folder (201 file).

Appropriate measure shall be taken so that information contained in the individual files are dealt with the strictest confidence and are released only to duly authorized persons. Whenever managers need the personnel records of their subordinates, the employee personal (201 file) folders are at their disposal, but in no case are they allowed to take these folders out of the Human Resource Section office.

Employees are required to notify the Human Resource Section immediately of any changes in their personal particulars such as home address, telephone numbers, marital status, bank account number, academic achievement, etc.

Article X
PROPERTY MAINTENANCE

Section I Accountabilities
All employees who are issued Company properties will be held responsible and accountable for safekeeping of such properties as long as the properties are assigned to them.

Deliberate misuse, abuse or destruction of Company property, tools and equipment or the property of another worker is a serious offense. Offenders will be penalized in accordance with its Schedule of Penalties provided under the Code of Discipline.

All Company property, tools and/or equipment (including documents and manuals) are prohibited to be taken out of the Company premises unless with approval from superior and President.

Article XI
HEALTH & SAFETY

Section I Employee Health and Safety
The company subscribes to the following policy on safety. **"No job is so important that you cannot take time out for safety."** Safety first over performance in all places of work schedule should be the primary concern of each employee.

Employee will be held responsible at all times to observe and practice all standards of health and safety in carrying out assigned duties. Any employee act or practices that do not adhere to management policies, memos, and instructions shall be dealt with accordingly.

Any accident that occurs in the work place must be reported to the section/department head immediately. The section/department head must notify the proper authority immediately from the time the accident occurred in accordance with the company's health and safety procedures.

Article XII
CARDS

Section I ID Cards
Every employee will be given Company identification card which must be worn at all times upon entry to company premises and while inside the Company premises. This must be pinned properly. Employee is responsible to request ID card replacement for any damage and lost. The employee is liable to pay re-issuance of lost ID due to negligence. All ID cards remain as property of the Company so they must be surrendered upon separation.

Section II SBMA Gate Pass
Each employee from the first day of employment must secure SBMA gate pass with coordination from Human Resource Section. As part of employee clearance, this pass must be surrendered to the company upon separation. Renewal of this ID is subject to the guidelines of HR section.

Article XIII
SECURITY POLICY

Section I The following security policy must strictly implement:

1. No employee can go out the company premises during working hours, but if the employee is on leave, verify at the Administration office if said leave is approved;
2. Employees who wish to go during lunch break, midbreaks or emergency cases must ask for the permission of the Manager. The employee must log out and log in upon arrival at GOTO PLUS timeclock.
3. Only business related visitors' may be allowed inside the company unless permitted or with prior approval.
4. Be smart in evaluating and dealing with our visitors. Be courteous every time;

Section II Personal Business
All non-job-related business must be conducted outside of working time. Friends, relatives, and others of company staff are asked not to visit the work area during working hours. If the purpose of their coming is not connected with the business of the company, visitors may be received at the lobby or reception area.

Article XIV
POST EMPLOYMENT

Section I Resignation
An employee may terminate without just cause the employee-employer relationship or may resign from his/her work by serving a written notice to the Management at least one (1) month in advance for regular and probationary employees. The employee upon whom no such notice was served to the Management will be held liable for. Resigning employees must obtain the required clearance before final salary will be paid and settlement of his accounts made.

Section II Termination
Article 282 of the Labor Code rules that the company may terminate an employee for any of the following causes:
- Serious misconduct or willful disobedience by the employee of the lawful orders of the company or representative in connection with his work;
- Gross and habitual neglect by the employee of his/her duties;
- Fraud or willful breach by the employee of the trust reposed in him by the Management or duly authorized representative;
- Commission of a crime or offense by the employee against the person of the company or any immediate member of his family or his duly authorized representative;
- Other causes analogous to the foregoing.

In addition, the company may terminate an employee if the schedule of penalty for the offense committed by the employee warrants the penalty of dismissal as dictated in the company rules and regulations.

Terminated employee will not be entitled to any Company benefits except those that are mandated by law.

EMPLOYEE WELFARE AND BENEFITS

Article I
SERVICE INCENTIVE LEAVE

SERVICE INCENTIVE LEAVE (SIL) is a fringe benefit granted to a regular employee who had rendered services to the company for at least six (6) months. In lieu of five (5) days service incentive leave under the Labor Code, a regular employee shall be entitled to a yearly six (6) days' Vacation Leave and six (6) days Sick Leave with pay.

Vacation and Sick Leaves are not convertible to cash but can be carried out on the succeeding years.

POLICY
Vacation and Sick Leaves shall be subject to the following conditions:
- Employee after earning a leave credits may avail such, subject for approval of the manager.
- Any employee who wishes to avail of leave must follow the procedure in application of vacation/sick leave.
- Failure to file leave will result in non-payment of salary for the days the employee was absent even there is an available leave credits.
- Due to operational demand, the company and its authorized representative may deny the application of employee for vacation leave or reschedule such to an appropriate schedule wherein it could not hamper the smooth operation of the company.
- When a legal holiday falls within the vacation period, such holiday shall not be deducted from the Vacation Leave applied for/approved.
- Under time hours of less than four (4) hours are not chargeable to vacation leave credits. Half-day leave duly approved by superior can be charged to Vacation Leave.
- In instances wherein the service of the employee is needed brought by operational reason, the Company has the right to recall employee from his/her vacation leave and reschedule the remaining days of leave to another period.

Leave without pay will be reflected to employee's attendance performance rating.

MATERNITY LEAVE
This benefit refers to the absence from work of female employee due to pregnancy. It includes childbirth and miscarriage. A female employee who has rendered an aggregate service of at least six (6) months for the last twelve (12) months immediately preceding the expected date of delivery, or the complete abortion or miscarriage and has paid at least three (3) monthly contributions in the twelve month period immediately preceding the semester of her childbirth, abortion or miscarriage shall be entitled to maternity leave equivalent to 100% of her average salary credit for sixty (60) days or seventy eight (78) days in case of caesarean delivery for the first four deliveries or miscarriages subject to the following conditions:
- That employee have notified the company of her pregnancy and the probable date of her childbirth through submission to Human Resource Section of duly accomplished SSS Maternity Notification Form with a medical certificate from a licensed physician certifying pregnancy and expected date of delivery. This notice shall be transmitted to SSS by Human Resource Section in accordance with the rules and regulations;
- Employee must comply with the procedure of filing a maternity leave.

When so requested by the employee, the extension of her maternity leave beyond the four week post-delivery, abortion or miscarriage may be granted if extended leave is due to illness medically certified to arise out of her pregnancy delivery, complete abortion or miscarriage which renders her unfit for work. Extension of leave will be charged to vacation leave or sick leave without pay or with pay if employee has an available leave credits.

Maternity leave will be reflected to employee's attendance performance rating but will not be the basis of her performance.

PATERNITY LEAVE
Paternity Leave is granted to a legally married male employee for the first four deliveries of his legitimate spouse with whom he is living with to allow him to earn compensation for seven (7) days without reporting for work, provided that his lawful wife has delivered a child or had a miscarriage or an abortion for the purpose of lending support to his wife during her period of recovery and/or the nursing of the newly born child.

Use of paternity leave is subject to the following conditions:
- As soon as he learns that his spouse is pregnant, the employee must notify the company of the pregnancy of his wife and her expected date of delivery;
- The employee shall accomplish a Paternity Notification Form and submit the same to Human Resource Section together with the copy of his marriage contract. Failure to comply with this deprives the employee of his right to entitlement under the law;
- Employee who has availed of the paternity leave must submit a copy of the birth certificate of the newly born child or death or medical certificate in case of miscarriage or abortion duly signed by the attending physician or midwife showing the actual date of childbirth, miscarriage or abortion, as the case may be;
- Employee must follow the procedure in filing the leaves;

This benefit shall be availed not later than sixty (60) days after the date of delivery or miscarriage. Non-availment shall be tantamount to forfeiture of the benefit.

Paternity Leave is non-cumulative and non-convertible to cash.

COMPASSIONATE LEAVE
Three (3) days compassionate leave with pay for emergency or death of an immediate member of the family.

The immediate families to be considered are as follows:
- If the employee is married, legitimate spouse, children, parents
- If the employee is single, parents, children (if there is any), brothers and sisters.

Medical or Death certificate had to be presented for as attachment to compassionate leave.

Compassionate Leave is non-cumulative and non-convertible to cash.

If the compassionate leave of the employee exceeds 3 days, it is the discretion of the management if the employee can use his/her remaining VL or SL.

Article II
OFFICIAL BUSINESS TRAVEL, TRAININGS, SEMINARS and ALLOWANCE

Section I Official Business Travel
Employees should inform their superior of their whereabouts or itineraries for the day to ensure continuity of business.

Section II Trainings and Seminars
The Human Resource Section offers various training opportunities for GOTO PLUS employees both for skills relating to their position and for personal improvement. In house trainings are continuously conducted to ensure employees competence.

Outside seminars may also be available either through invitation and sponsorship of a company, foundation, or upon the recommendation of the employee's immediate superior and Human Resource.

Section III Allowance
An employee regardless of employment status and who will be sent by authorized person of the Company for business trip outside the locality (domestic and overseas), training or seminar for whatever purpose shall be entitled for an Official Business Trip Allowance containing meal, transportation and accommodation allowance. Allowance will be given to employee at least one day before the official business trip. Liquidation of expenses shall be made every after official business trip was made.

*Please refer to applicable Policies and Procedures for Official Business Travel

Article III
13TH MONTH PAY

In compliance with PD No. 851 the Company grants to its employees regardless of employment status and position who have worked for at least one (1) month a 13th Month Pay equivalent to one twelfth (1/12) of the basic salary within the calendar year. Basic salary shall include all remunerations or earnings paid by the Company to employee including COLA which was integrated in the basic salary but not include allowances and monetary benefits which are not considered or integrated as part of the regular or basic salary such as the cash equivalent of unused leave credits, overtime, premium, night differential and holiday pay, and cost of living allowances of the employee. This will be given not later than December 24 of the year.

An employee who has resigned or whose services were terminated at any time before time of the 13th month pay is entitled to this benefit in proportion to the length of time he worked during the year, reckoned from the time he started working during the calendar year up to the time of his resignation or termination from the service. This will be paid to employee on his final pay after he clear himself from all liabilities and property accountability and after accomplishing clearance using Clearance Form.

Article IV
RECREATION PROGRAM

The company creates recreational activities such as Team Building, which will be headed by Administration Department for all employees. However, the Management has the right to cancel or suspend such activity depending on the operational demand or financial capability of the company.

Article V
HEALTH BENEFITS

First Aid Treatment
The company shall provide first-aid medicines and equipment as the nature of conditions of work may require. An employee regardless of his/her employment status shall be entitled for this benefit.

Emergency Medical Benefit
The company will provide all necessary assistance to ensure adequate and immediate medical treatment to an injured or sick employee while at work in case of emergency.

Annual Physical Examination
The Company shall arrange an annual physical examination to be conducted by the company's accredited medical needs Provider Company for regular employees who have rendered at least one year of service to the company to monitor their health condition and ensure that everyone is physically fit for work. This annual physical examination is free of charge.

Policy
The Human Resource Section will prepare the schedule of Annual Physical Examination of employees;
Schedule will be then posted in the bulletin board. Once employee is included on the schedule, employee is obliged to submit himself/herself for an annual physical examination.

Employee may reschedule their Annual Physical Examination upon proper coordination with the Human Resource Section. Rescheduling will only be allowed if there is prior coordination with our HR for extreme emergency case or due to operational demand as required by superior;

Employee who failed to appear on their scheduled Annual Physical Examination without proper coordination will be meted with appropriate disciplinary action;

Result of the annual physical examination is considered as confidential information of each individual. Therefore, this can only be viewed by authorized personnel of Human Resource Section and personally by employee himself upon request.

Annual Physical Examination result with requirement of immediate treatment and sick leave will be informed directly to employee concern by calling them individually and serving a written notice by Human Resource Section. Filing of sick leave procedure must be followed in the case an employee needs to undergo sick leave. Employee then can only return for work after securing a clearance from our company physician with indication that he/she is already physically fit to work;

Result of the annual physical examination of employee is the property of the company. It is therefore, be filed in the HR. Employee may borrow such in a certain period after securing approval from the President. However, in the event that it will be used for employment to other company purposes, such could not be released to employee.

GRIEVANCE POLICY

Purpose
The purpose of the grievance procedure is to allow an employee to bring to the attention of management of the Company any dissatisfaction or feeling of injustice which may exists in respect of the workplace. The Company will attempt to resolve the grievance in a manner, which is acceptable to the employee's concerned and the Company.

A grievance pertains to any dissatisfaction with regards to matters, which are directly related to the employment relationship, which exists between the company and the employee's concerned.

The grievance Policy and procedure shall not be used to negotiate new or changes to conditions of employment.

Policy
It is the policy of the Company that:
1. An employee/s who lodges a grievance will not be prejudiced in his or her employment with the Company;
2. All grievances should be resolved at the earliest possible stage and as prompt as possible at the point where the grievance originated;
3. It is management's responsibility to ensure that the grievance procedure is adhered to;

Procedure
1. The employee/s concerned should approach his or her immediate superior regarding his concerned. The grievance should be resolved as soon as practically possible time within 2-3 working days. If the grievance is not resolved or addressed within the period above, the employee may proceed to next step.
2. The aggrieved employee/s should request a meeting to his immediate superior and have meeting with the Manager.
3. Employees will request for meeting with the immediate superior to have meeting with the Manager, Human Resource, and President to solve the problems or concerns.

*If the grievance arbitration remains unresolved after this stage, the employee may invoke procedures provided for by employment legislation or the common law. The aggrieved employee may only resort to an external dispute resolution mechanism if the Company has failed to resolve the grievance.

CODE OF DISCIPLINE

Article I
COVERAGE

Section 1 This Code of Discipline shall apply to all employees of GOTO PLUS, INC regardless of the position and employment status.

Section 2 It is not possible to issue a complete set of regulations to cover all sorts of offenses, which require disciplinary action. Therefore, management prerogative will be exercised in imposing such penalties as may be justified under the circumstances of each case, even when not specifically covered by these regulations.

Article II
DISCIPLINARY AUTHORITIES

Section 1 Disciplinary authority is a person who is given the authority to implement and execute the necessary disciplinary actions to an erring employee.

Section 2 The following persons are considered disciplinary authorities:
- Department Manager/s, Executive Officer/HR, President

Article III
TYPES OF DISCIPLINARY ACTION

Section 1 Counseling / Verbal Warning
This type of disciplinary measure is applicable to minor offenses, which are committed for the first time. The disciplinary authority must keep a record of the counseling for the employee's 201 file.

Section 2 Written Warning
This written disciplinary action reprimands the erring employee on the offense committed and warns the employee for the offense committed. A copy of which will be filed in the 201 file of employee.

Section 3 Suspension
This is one type of disciplinary penalty imposed by the Company to an erring employee who is placed on non-duty; non-pay status for offenses committed for the first time or repeated infraction. Suspension could not be in exchange to any unused leave credit of an employee.

Section 4 Termination/Dismissal
This is being given for serious offense, repeated offenses or recidivism. The Executive Officer/HR and the President are the only persons who can issue dismissal/termination notices. As such, all dismissal/termination cases shall pass through their review prior to finalization of judgment.

However, this does not preclude the Disciplinary Authority concerned to issue preventive suspensions (as provided for in next Article) against the employee concerned, if deemed necessary to protect the Company's interest.

Section 5 In general, penalties will be imposed progressively; thus, written warning should precede suspension, and suspension should precede dismissal. This rule, however, depends greatly upon the nature of the offense.

ARTICLE IV
PREVENTIVE SUSPENSION

Section 1 An employee may be placed on preventive suspension if his continued employment poses a serious and imminent threat or danger to the life or property of his superiors or his co-workers, or the Company. The preventive suspension is only an immediate protective measure and shall not exceed thirty (30) days. A notice of decision must be rendered within the above thirty-day period or any extension thereof, if warranted. "No work, no pay" will be applied unless the employee concerned was not found guilty of the offense charged then he may be reinstated and reimbursement may be made on the days he was suspended. Temporary surrender of Company ID is required during the period of suspension.

Section 2 Preventive suspension is incidental to investigation. It is not itself the penalty for the offense, although it may be considered as such after the offense is proven and the appropriate penalty is determined.

Article V
CONSIDERATIONS IN DETERMINING THE PENALTY

Section 1 The following criteria shall be considered rendering Decision on the penalty to be imposed:
- Circumstances surrounding the Case (presence of any Mitigating or Aggravating Circumstances)
- Frequency of Offenses
- Nature of Prior Offense/s
- Value of materials/equipment (if the offense involves Company property)
- Cost/Extent of damage to Company
- Employee Performance
- Effect to company/co-employee

Article VI
PRESCRIPTION PERIOD OF OFFENSES

Since the system of penalty adopted by the Company is progressive on a per offense classification basis, such that any offense committed prior to the current offense is taken into consideration for deciding the appropriate disciplinary action to be given to the current offense. The Company shall be applying a standard prescription period of two (2) years for all minor offenses, without suspension, committed. Meaning prior offenses committed two (2) years ago will not be given the prescription period, offenses previously committed will not be the basis of the penalty for future offenses. As for the offenses with suspension, this will be the basis of the disciplinary action to be given to the employee.

Article VII
ACCOMPLICE POLICY

Any employee who witnesses an offense detailed within this document or otherwise performing any act against the interest of the company must report the matter to Humans Resources within 24 hours, failure to do so renders the employee as an accomplice and at management discretion liable to the same penalty applicable to the employee.

Article VIII
DISCIPLINARY NOTICES & OTHER GENERAL POLICIES

Section 1 Disciplinary notices will be deemed accomplished upon receipt by the employee or if delivered at the register residence of the employee, upon receipt by any responsible person at the residence. Failure to acknowledge or accept receipt of notice shall not adversely affect the delivery process. If the employee refuses to acknowledge receipt, the Company representative making the delivery shall certify such refusal by making an annotation/note for the record indicating the date the letter was served to the employee. The server shall sign the annotation/note for the record.

Section 2 The Code of Discipline shall apply to all employees within the company premises, extension places of the company, on job sites and while undertaking official duties outside the company compound. It shall likewise apply during non-company time and to areas outside the company premises if it concerns the work of an employee; if it directly affects their work in the company; if it involved company property or interest, or if the cause of action is traceable to the superior-subordinate relationship. Other general policies specified below should be followed:

Depending on the gravity of the offense, the company reserves the right to impose a penalty of one or more step higher than the one provided for in the rules and regulations.
Offenses not included in the rules and regulations shall be decided on a case-to-case basis. Penalties for this kind of offenses will be based on the offense analogous or similar to the decreed offenses in the rules and regulations.

In all cases, fairness and justice shall be the main criteria in administering penalties.

Recidivism or the repeated commission of (the same or different offense) is an aggravating circumstance and will put the penalty one step higher if not dismissal.

The commission of any five (5) offenses within 12 months is considered recidivism and is punishable of the penalty of dismissal regardless of the nature of offense.

Article IX
CLASSIFICATION OF OFFENSES

Section I shall be grouped into the following classification for purposes of determining penalty.

Kind of Offenses	Penalties					
	1st Offense	2nd Offense	3rd Offense	4th Offense	5th Offense	6th Offense
A	Verbal Warning	Written Warning	Final Warning	6 Days Suspension	15 Days Suspension	Dismissal
B	Written Warning	Final Warning	6 Days Suspension	15 Days Suspension	Dismissal	-
C	Final Warning	6 Days Suspension	15 Days Suspension	Dismissal	-	-
D	6 Days Suspension	15 Days Suspension	Dismissal	-	-	-
E	15 Days Suspension	Dismissal	-	-	-	-
F	Dismissal	-	-	-	-	-

Article X
AMENDMENTS

Section 1 The Company reserves the right to amend and/or modify any of the provisions in this company manual. Any amendments to this Code of Discipline or any part of the company manual must be approved by the President.

Article XI
SCHEDULE OF PENALTY

AGAINST TIMEKEEPING, ATTENDANCE and PUNCTUALITY

No.	Nature and Description of Offense	Penalties
1	Failure to LOG in/out	A
2	Logging of another employee for In/Out	B
3	Logging of another employee for In/Out even absent	D
4	Request another employee to log In/Out even absent	E
5	Unauthorized overtime work	B
6	Tardiness (5x in a month or accumulated late for 15 minutes)	B
7	Absence Without Official Leave (AWOL) 1-2 days 3-4 days 5-9 days	C D E
8	Absence Without Official Leave (AWOL) or abandonment of work for 10 consecutive days and above	F

AGAINST MORALITY STANDARD

No.	Nature and Description of Offense	Penalties
1	Conduct of scandalous, indecent exposure or commission of an immoral act within company premises or while on company business	F
2	Sexual Harassment/Act of Lasciviousness/Making Indecent Proposal	F
3	Engaging in intimate display of affection (kissing, necking, petting & etc.)	E
4	Immoral, scandalous relationship/conduct (e.g. adultery, concubines) with co-employee within or outside company premises, during or after working hours	E
5	Conviction in criminal case	F

AGAINST HEALTH and SAFETY

No.	Nature and Description of Offense	Penalties
1	Deliberate non-observance of safety procedure	C
2	Deliberate non-observance of safety procedure causing injury to self or another person	E
3	Smoking in the area not designated for smoking	C
4	Knowingly reporting for work with contagious and/or incurable disease endangering the health of others	E
5	Failure to report a personal accident or injury suffered on company time/premises within prescribed period	B
6	Creating or contributing to poor housekeeping or unsanitary conditions e.g. urinating at undesignated area, littering, spitting	B
7	Failure to appear for Annual Physical Examination	B
8	Refusing to submit to or failure to comply with medical/health requirements of the company	B

AGAINST A PERSON

No.	Nature and Description of Offense	Penalties
1	Causing injury to another person due to carelessness, negligence or horse playing	C
2	Quarreling, assaulting, provoking or instigating a fight on company premises whether an actual fight occurred or not	C - D
3	Threatening, intimidating, harassing, coercing or interfering	C - D
4	Attempting to take or taking the life of any person willfully or through negligence	E-F
5	Acts of utmost discourtesy to a fellow employee	B-D
6	Assault / Deliberate act causing physical injury to another	E
7	Inducing a co-employee to commit an infraction of company rules and regulations	D
8	Allowing one's self to be induced by another employee, or inducing an employee, by encouragement, threat, or other means to commit an offense in the Company	E
9	Planting evidence against another employee to make it appear that he/she has committed an offense or to evade responsibility for the commission of an offense	E-F
10	Extortion or any form of oppressive exaction of money or anything of value from co-employee or Company guest (s)	F
11	Rumor-mongering, unnecessary disclosures of somebody else's personal affairs or information to others, or deliberate distortion of facts or statements in such a way as to discredit, embarrass, humiliate, or endanger another employee	D-E
12	Borrowing/Lending money or anything of value from/to co-employees	D

AGAINST COMPANY INTEREST

No.	Nature and Description of Offense	Penalties
1	Wasting time, loafing, leaving work assignment for personal reason	D-E
2	Prolonged or unauthorized break period	B
3	Leaving company premises without proper authority during working hour	C
4	Use or possession of another employee's tool or equipment without the latter's or authorized representative consent	C-D
5	Unjustified refusal to testify or be a witness for the company or civil, administrative grievance or any official company investigation	C-D
6	Destroying or defacing other official documents without proper authorization	E
7	Divulging of confidential information that may be, directly or indirectly, to the disadvantage of the company	F
8	Making false, vicious or malicious statements concerning company operation, trade results, trade secrets or any restricted data to anybody	F
9	Falsely testifying for or against a person who is the subject of a company investigation, concealing matters of interest to the company where its employees are or maybe involved	E
10	Deliberately restricting or decreasing output of work, or intimidating, inducing, encouraging or coercing fellow employees to commit, unscrupulous or intentional sabotage of the operation	F
11	Failure to follow standard operating procedures, work instructions, administrative promulgations, notices, inter-departmental memorandums without loss/damage to company property/without delay or disruption to company operation	C
12	Posting, altering, tampering of any matter on the bulletin board or company property without permission or authority	D
13	Unauthorized removal of officially posted notices, announcements, or similar disruptive activities	E
14	Refused to receive any form of notices/memorandum	C
15	Unauthorized entering into contracts with any person or business enterprise on behalf of the company	F
16	Distributing written or printed matters unfavorable or detrimental to the interest of the Company	E
17	Bringing outside company premises any company documents without proper authorization from authorized company representative	E

AGAINST COMPANY FUND and PROPERTY

No.	Nature and Description of Offense	Penalties
1	Attempted removal/stealing from company premises any person's or company's property goods, materials, tools, equipment, supplies and/or time without proper authorizations	F
2	Theft, misappropriation or embezzling Company funds or property or property of another person	F
3	Unauthorized use of company fund	F
4	Fraud (involving Company funds/property/materials and supplies)	F
5	Removing from Company premises, concealing or deliberate misplacing company property without justifiable purpose for doing so	F
6	Sabotage (an act of destroying or attempting to destroy/damage Company's property such as buildings, structures and open areas, and devising plan to disrupt smooth flow of company's operation or another person's property	F
7	Deliberately causing damage to Company property or deliberate loss of the same	F
8	Loss of company issued tools, equipment & supplies	F
9	Allowing unauthorized persons to use Company supplies, materials, facilities, tools, equipment, vehicle without loss or damage to company property	E
10	Misusing or negligence causing or contributing to loss/damages to company properties.	D
11	Unauthorized possession or use of Company property	F
12	Operating, using, meddling with, or impeding the proper use of machines, tools, equipment, vehicles, facilities or premises to which the employee has not been assigned or is not allowed to use	D
13	Unauthorized release of materials from company warehouse or office	D
14	Failure to report losses/damages to company properties, equipment within twenty four hours upon knowledge	D
15	Receiving for and in behalf of the company attempting or substituting, materials, goods, tools, and/or equipment of lower and/or inferior value or quality than that being specified by a corresponding purchase order	F
16	Forcible entry into company offices or premises during non-working hours	F
17	Using company time, materials, equipment, vehicles for purposes other than the intended without any authorization or to do unauthorized work	F
18	Use of USB thumb drive, hard disk or connection to non-company cloud services from the companies computer	D
19	Removing any copies of company works from company premises either physically or electronically.	F

CONFLICT OF INTEREST

No.	Nature and Description of Offense	Penalties
1	Obtaining or accepting money or anything of value; entering into unauthorized arrangement(s) with supplier(s),client(s),or other outsider(s)	F
2	Soliciting, requesting or receiving money or anything of value, share, percentage, commission, benefits, or favor from company supplier(s)/customer(s) or from any person, personally or through another, through bank remittance/deposit for personal purposes or in exchange to any favorable arrangement with them	F
3	Offering, requesting or accepting bribes or anything of value in exchange for a job, work assignment, work location or for a favorable condition of employment	F
4	Engaging in personal transaction with co-employee during working hours like selling, money lending or collecting payment	E
5	Unauthorized entry into restricted areas or areas off-limits to the employees concerned and/or unauthorized use of such places; assisting another person to commit this act	E
6	Abuse of authority	E
7	Holding, instigating or attending any unauthorized meeting or rally or similar gathering within Company premises without prior approval from Company officer or authorized representative	E

DISHONEST ACTS

No.	Nature and Description of Offense	Penalties
1	Giving false or misleading information on pre-employment documents to seek or qualify for any preference or benefit	F
2	Tampering, falsification, exaggeration, forging or altering Company's records or official document/s or personal documents submitted to company	F
3	Tampering, falsification, exaggeration, forging or altering of official receipt/invoice/quotation to obtain personal gain	F
4	Tampering medical certificate to increase number of days of absences or to change date	D
5	Unauthorized use of Company name to obtain personal benefits	F
6	Breach by employee of the trust reposed in him by Management or by a Company representative	F
7	Theft or stealing of co-employee's property or Company property or visitor's property	F
8	Any willful withholding of vital information from Company officials	F
9	Malingering or pretending to be sick; making or giving false excuse(s) for a leave of absence or undertime.	D
10	Committing other acts of dishonesty, deceit or anomaly not embraced by the above provisions without loss or damage to Company	F

INSUBORDINATION

No.	Nature and Description of Offense	Penalties
1	Insubordination, disrespect, disobedience, insult towards superior	C-D
2	Failure to carry out verbal or written jobs or work instructions issued by immediate superior	B-C
3	Deliberate refusal to follow a direct order from Superior or officer of the Company	C
4	Refusal to accept work, change of shift or work locations assigned by superior or Management	C
5	Willful refusal to render overtime despite a reasonable advance notice of superior	C
6	Willful refusal to report for work on rest day/holiday even required by superior	C
7	Uttering words, doing acts, or making gestures to a superior, which are manifestly insulting or grossly disrespect	D
8	Refusal to cooperate with whatever activity of the Company or own section or requirement of superior	C

NEGLIGENCE OF DUTY

No.	Nature and Description of Offense	Penalties
1	Gross inefficiency or continuing unsatisfactory performance not attributable to factors beyond the employees control	F
2	Culpable carelessness/negligence not resulting to injury to a person, damage of Company property or loss of amount	C-D
3	Failure of immediate superior to disseminate Company policies, work rules, work procedures, order/announcement of Management and the like to employees he/she supervises	C
4	Failure of immediate superior to take steps to prevent, rectify, and/or report his/her knowledge of any violation of company rules and regulations of employees under his/her supervision	C
5	Leaving work assignment or Company premises during official working hours without prior permission from immediate superior	C
6	Sleeping while on duty	C
7	Losing or misplacing Company records and/or tools, equipment, supplies under one's custodianship	C
8	Doing unauthorized or unofficial work during working hours	B
9	Performing work for pay or reward on company premises	D
10	Deliberate slowing down, holding back, hindering, or limiting of production, intimidating, coercing, or inducing other employees to do so	F
11	Article 282 of the Labor Code: Gross and habitual neglect by the employee of his/her duties	F
12	Visiting or meeting customers without reporting the meeting or the topics discussed with management.	B

AGAINST ORDERLINESS / GOOD CONDUCT

No.	Nature and Description of Offense	Penalties
1	Failure to wear prescribed uniform and wear company ID	B
2	Creating or contributing disturbance resulting in the disruption or delay in operation	C
3	Bringing in or unauthorized possession of firearms, explosives, or other deadly weapons within the company premises or job site	F
4	Loitering	B
5	Littering	B
6	Engaging in horseplay during working hours	B
7	Reporting for work under the influence of liquor	C
8	Reporting for work under the influence of prohibited drugs	F
9	Intoxication while at work without cause of harm, injury to co-employee, or damage to company/co-employee's property	E
10	Taking prohibited drugs while at work	F
11	Bringing in/use of prohibited drugs/narcotics or inducing co-workers to do the same	F
12	Selling/Pushing of prohibited drugs inside company premises	F
13	Bringing in of any kind of liquor inside company premises	D
14	Positive result of drug test	F
15	Refusal of employee to submit himself/herself for the scheduled drug test	E
16	Participating in loud and heated verbal arguments within the Company premises/company extension places	C
17	Vending, soliciting or collecting contributions inside company premises for any purpose whatsoever without specific prior written permission from authorized company representative	B
18	Gambling within company premises	C
19	Placing or collecting bets or participating in any games of chance during official working hours	F
20	Commission of any act which has or may lead to injury/damage to the reputation, image and/or interest of the Company, its Management Officers or any of its employees.	E
21	Serious misconduct during official working hours within Company premises, extension places, or outside company premises on official transaction or company sponsored activities	F
22	Article 282 of the Labor Code: Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his/her work	F