

# EMPLOYEE HANDBOOK

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**DEEL PHILIPPINES EOR SERVICES INC.**

**EMPLOYEE HANDBOOK**

**FEBRUARY 2025**

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## 1. INTRODUCTION

This Employee Handbook (“**Handbook**”) outlines the prevailing policies and procedures of **Deel Philippines EOR Services Inc. (“Company”)** and should be read in conjunction with the Employment Agreement, and other policies of and pertinent agreements with the Company. This Handbook may be modified by the Company at any time based on the needs of its business, in accordance with law.

The policies and guidelines outlined in this Handbook generally apply to all employees of the Company, regardless of employment classification and rank, and must be observed at all times as a requisite for continued employment in the Company. Unless otherwise stated, it is understood that the application of the benefits and other related provisions shall be in accordance with the law.

It is the employees’ responsibility to familiarize themselves and comply with the contents of this Handbook and any amendments, revisions, or supplements thereto as may be published or circulated by the Company from time to time. It is also the employees’ responsibility to familiarize themselves and comply with the additional specific requirements and procedures of their specific department.

If any further information or clarification is needed, the employee may contact the Company’s Human Resources (“**HR**”) Department.

## 2. RECRUITMENT

### 2.1. Recruitment and Hiring

Formal engagement by an applicant will only be made after the applicant has fulfilled all of the Company’s requirements. The specific requirements and minimum qualifications for each position may vary depending on the nature of the position to be filled.

The Company is an equal opportunities employer and does not discriminate on the grounds of gender, disability, sexual orientation, race, color, nationality, ethnic or national origin, religion or belief, or political affiliation.

### 2.2. Application for Employment

The Company may investigate any portion of the requested information from an applicant and may deny or later subject to disciplinary action an applicant who was subsequently engaged as an employee who gave false or misleading information.

### 2.3. Confirmation of Previous Employment

The Company may request and/or verify information from a prospective employee's previous employer(s) in order to obtain the prospective employee's work record as it pertains to their application for employment.

### 2.4. Pre-employment Requirements

As a condition for the hiring of an applicant, the candidate shall comply with the pre-employment requirements to be required by the Company.

## **2.5. Medical Examination**

To help ensure that employees are able to perform their duties safely, medical examinations may be required for certain positions or under certain circumstances. The medical examination will be conducted by the Company's accredited clinic(s).

## **2.6. Employment Agreement**

Upon satisfactorily completing all requirements, the successful applicant will be required to execute an Employment Agreement, which shall primarily govern the terms and conditions of their employment with the Company, together with all pertinent Company rules and regulations, and policies.

## **2.7. Probationary Employment**

Unless otherwise expressly provided in the Employment Agreement, all newly hired indefinite employees shall undergo a probationary period of not exceeding one hundred eighty (180) days, subject to extension as may be allowed by existing law, rule, or jurisprudence. The probationary period is intended for the Company to determine and evaluate whether the employee meets the Company's standards for regularization.

### **2.7.1. Standards for Performance Evaluation**

At any time prior to the end of the probationary period of employment, the employee's performance during the probationary period shall be evaluated by the Company to determine their fitness and suitability for regularization. Attainment of regular employment is conditional upon the employee meeting the Company's established standards for regularization as stated in the Employment Agreement and/or the following criteria, as the case may be:

- Job Knowledge: Has adequate knowledge of the work; occasionally needs instructions or assistance.
- Quality of Work: Normally produces work with acceptable standards of neatness, accuracy, and thoroughness
- Timeliness: Generally completes and submits assigned work ahead of time.
- Quantity of Work: Completes average amount of work within a reasonable time.
- Comprehension: Acquires the necessary knowledge to perform the job within a reasonable period of time.
- Communication: Has average ability to communicate both in written and oral form.
- Dependability: Normally can be relied upon to meet job demands and fulfill job responsibilities adequately.
- Relationship: Generally shows respect to superiors and clients; Maintains satisfactorily good relationship with peers.
- Work Attitude: Shows an average interest in the performance of the job; Assists in extra job when asked to.
- Adherence to Office Rules and Regulations: Basically follows all rules; No penalty more grievous than an oral warning.
- Attendance and Punctuality: Only 1-3 absences and/or 4-6 times tardy during the past six months.

### **2.7.2. Termination of a Probationary Employee**

An employee's probationary employment may be terminated based on any of the just or authorized causes for dismissal or when they fail to qualify as a regular employee in accordance with the standards for regularization made known to them by the Company at the time of their engagement.

In case of dismissal due to failure to meet the standards for regularization, the probationary employee shall be notified in writing of such fact any time prior to the expiration of their probationary period.

## **2.8. Employee Information and Records**

**2.8.1.** An employee's personnel records, as required by law and deemed essential for efficient operations, will be maintained by the Company. Personnel records for all employees will be kept by the Company. From time to time, various information will be added to this personnel file regarding an individual's employment status with the Company. Personnel or 201 files are considered the property of the Company and will be treated the same as any other confidential Company information.

**2.8.2.** All official records concerning an employee will be kept up to date as far as possible and all employees shall promptly report all pertinent personal information and data changes to the HR Department.

## **3. DATA PROTECTION**

The Company places great importance on safeguarding its personnel's personal data. The Company adheres to relevant data protection laws, including, but not limited to, Republic Act No. 10173 or the Data Privacy Act of 2012, the General Data Protection Regulation (Regulation 2016/679), the California Consumer Privacy Act (CCPA), the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), the Brazilian General Data Protection Law (LGPD), and other applicable regulations.

The Company's Employee Privacy Notice provides detailed information on how it handles its employees' personal data and is available here: <https://www.deel.com/eor-privacy>. The Employee Privacy Notice outlines the Company's practices for collecting, processing, and protecting its employees' personal data.

## **4. BENEFITS**

Subject to applicable laws, the grant of benefits and/or privileges under this Handbook and other existing Company policies shall be deemed as purely acts of grace on the part of the Company in each case, and the continuance or repetition thereof now or in the future, no matter how long or how often, shall not be construed as establishing an obligation on the part of the Company or having developed into a demandable or vested right on the part of the employees.

Unless otherwise expressly provided in this Handbook, the Employment Agreement, or other Company policies, legally mandated benefits under the Labor Code and other laws apply only to the category or class of employees who are entitled to the same under the Labor Code and other laws. For example, Title 1, Book 3 of the Labor Code does not apply to managerial, supervisory, or members of the managerial staff, field personnel, among others.

### **4.1. Salary and Deductions**

Salary and benefits are confidential information. Employees shall not divulge or disclose any document, record, data, or information relating to the salary and benefits of any employee or officer of the Company, including their own, to any person other than to one authorized by the Company to



know or to receive such document, record, data, or information.

Salaries are directly paid semi-monthly to the employee's designated bank accounts. Employees shall receive their respective pay slips that show the composition of their salaries and deductions.

The employee agrees that the following may be deducted from their salary and other benefits:

- a. Employee contribution for Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), and Home Development Mutual Fund (Pag-IBIG/HDMF);
- b. Withholding/Income Tax in accordance with BIR regulations;
- c. Payment for loan amortizations with SSS and the Pag-IBIG Fund;
- d. Leave of absence without pay;
- e. Unauthorized absences;
- f. Tardiness;
- g. Suspension; and
- h. Other authorized deductions.

## **4.2. Overtime Pay, Night Shift Differential Pay, Regular Holiday Pay, Special Day/Rest Day Pay**

### **4.2.1. Overtime Pay**

It is the policy of the Company to avoid overtime (i.e., work performed beyond eight (8) hours a day), whenever possible. Thus, overtime work should be closely controlled and kept to a minimum level. Overtime work shall only be allowed in cases where required by business expediency. Employees shall be eligible for additional salary payment for overtime worked in cases where the overtime work is absolutely necessary and has been properly authorized and approved in advance by their manager.

In such cases, an employee shall be entitled to overtime pay, provided, however, that the overtime work was with prior written clearance of the employee's manager and, provided, further, that the employee is a rank-and-file employee or is not disqualified from receiving overtime pay under the law.

Overtime pay is calculated as follows:

- a. For work performed beyond 8 hours in a day, exclusive of the 1-hour break ("**Overtime Work**"):
  - i. Overtime Work on ordinary working days - plus 25% of the hourly rate;
  - ii. Overtime Work on rest days or special non-working days as declared by the Philippine government - plus 30% of the hourly rate; and
  - iii. Overtime Work performed on regular public holidays - plus 30% of the hourly rate.
- b. For work performed between 10:00PM to 6:00AM Philippine time: plus 10% of the hourly rate.
- c. For work performed on rest days and special non-working days as declared by the Philippine government: plus 30% of the hourly rate.
- d. For work performed on public holidays: plus 100% of the hourly rate.

### **4.2.2 Night Shift Differential Pay**

A qualified rank-and-file employee who works between 10:00PM to 6:00AM is entitled to a Night Shift Differential Pay equivalent to ten percent (10%) of their hourly basic pay.

If overtime work or work in excess of eight (8) hours falls within the said period, the premium for overtime work will first be integrated into the regular hourly rate of the employee before computing the Night Shift Differential Pay.

#### **4.2.3. Regular Holiday Pay**

An employee who does not work on a regular holiday is entitled to regular holiday pay of one hundred percent (100%) of their daily basic pay. On the other hand, if they do work, they are entitled to two hundred percent (200%) of their daily basic pay.

A qualified employee is entitled to regular holiday pay equivalent to their daily basic pay provided they were not absent without pay on the working day preceding the regular holiday. Where the day immediately preceding the holiday is a non-working day in the establishment or the scheduled rest day of the employee, they shall not be deemed to be on leave of absence on that day, in which case they shall be entitled to the regular holiday pay if they worked on the day immediately preceding the non-working day or rest day.

Where there are two (2) successive regular holidays, like Maundy Thursday and Good Friday, an employee may not be paid for both holidays if they are absent from work on the day immediately preceding the first holiday, unless they work on the first holiday, in which case they are entitled to their holiday pay on the second holiday.

In cases of temporary or periodic shutdown and temporary cessation of work, as when a yearly inventory or when the repair or cleaning of machinery and equipment is undertaken, the regular holidays falling within the period shall be compensated in accordance with the Rules Implementing the Labor Code, as amended.

#### **4.2.4. Special Day/Rest Day Pay**

If a qualified employee does not work on a special holiday, they are not entitled to any pay. If the qualified employee does perform work, they are entitled to their daily basic rate plus thirty percent (30%) thereof. In the same way, if a qualified employee performs work during their scheduled rest day, they are entitled to the daily basic rate plus thirty percent (30%) thereof. Additionally, if their scheduled rest day falls on a special holiday and they work on such day, they shall be entitled, instead, to an additional compensation of at least fifty percent (50%) of their regular wage.

#### **4.3. 13th Month Pay**

Refers to one-twelfth (1/12) of the basic pay of an employee within a calendar year. An employee who has rendered at least one (1) month service within a 12-month period is entitled to a proportionate 13<sup>th</sup> Month Pay. Qualified employees shall be paid their 13th Month Pay on or before the 24th of December of the calendar year.

A qualified employee who has resigned or whose services have been terminated before the time of payment of the 13th Month Pay is entitled to the prorated benefit in proportion to the length of service from the start of the calendar year up to the time of their separation.

#### **4.4. Leave Benefits**

##### **4.4.1. Service Incentive Leave**

Subject to the terms of their respective Employment Agreements, every employee who has rendered at least one (1) year of service is entitled to Service Incentive Leave of five (5) days with pay, which may be used for sick, vacation, and other leave purposes.

Unapproved leave and/or continued absence beyond the approved leave period shall be considered unexcused and will be reflected as absence without leave (“**AWOL**”) which is a ground/cause for

disciplinary action. Moreover, the corresponding deduction against the employee's salary shall be made.

#### **4.4.2. Maternity Leave**

Pursuant to Republic Act No. 11210, otherwise known as the Expanded Maternity Leave Law, female employees who have at least 3 monthly contributions to the Social Security System in the 12-month period immediately preceding the semester of childbirth, miscarriage, or emergency termination of pregnancy are eligible for one hundred five (105) days of maternity leave with full pay for normal childbirth or cesarean delivery, with an option to extend for an additional thirty (30) days but without pay. Maternity leave of sixty (60) days with pay shall be granted to a female employee in cases of emergency termination or miscarriage.

Maternity leave should be availed in a continuous and uninterrupted manner before and after the actual period of delivery, taking at least sixty (60) days postnatal leave.

Female employees who qualify as solo parents are entitled to an additional maternity leave of fifteen (15) days with full pay.

#### **4.4.3. Paternity Leave**

Pursuant to Republic Act No. 8187, otherwise known as the Paternity Leave Law, every male employee, regardless of their employment status, is entitled to a paternity leave of seven (7) calendar days with full pay for the first four (4) deliveries (which includes childbirth and miscarriage) of the legitimate spouse with whom they are cohabiting. If the spouses are not physically living together because of occupation, the male employee is still entitled to the paternity leave benefit. To avail of this benefit, the eligible male employee must also comply with the following requirements:

- a. The male employee has notified the Company of the pregnancy of their spouse and the expected date of delivery; and
- b. The male employee has submitted a request for availment at least one (1) week before the actual date of availment. In case of a miscarriage, prior application for paternity leave shall not be required.

Paternity leave cannot be converted to cash and is non-cumulative.

#### **4.4.4. Solo Parent Leave**

A forfeitable and non-cumulative parental leave of seven (7) working days with pay every year shall be granted to any solo parent employee who has been employed for at least six (6) months and presents a valid Solo Parent Identification Card.

The following are categorized as solo parents:

- a. A parent who provides sole parental care and support of the child or children due to:
  - i. Birth as a consequence of rape, even without final conviction, provided that the mother has the sole parental care and support of the child or children;
  - ii. Death of the spouse;
  - iii. Detention of the spouse for at least 3 months or service of sentence for a criminal conviction;
  - iv. Physical or mental incapacity of the spouse as certified by a public or private medical practitioner;
  - v. Legal separation or de facto separation for at least 6 months, and the solo parent is entrusted with the sole parental care and support of the child or children;
  - vi. Declaration of nullity or annulment of marriage, as decreed by a court recognized by

- law, or due to divorce, subject to existing laws, and the solo parent is entrusted with the sole parental care and support of the child or children; or
- vii. Abandonment by the spouse for at least 6 months;
- b. Spouse or any family member of an Overseas Filipino Worker (“**OFW**”), or the guardian of the child or children of an OFW, provided that the said OFW belongs to the low/semi-skilled worker category and is away from the Philippines for an uninterrupted period of 12 months;
- c. Unmarried mother or father who keeps and rears the child or children;
- d. Any legal guardian, adoptive or foster parent who solely provides parental care and support to a child or children;
- e. Any relative within the 4th civil degree of consanguinity or affinity of the parent or legal guardian who assumes parental care and support of the child or children as a result of the death, abandonment, disappearance, or absence of the parents or solo parent for at least 6 months; and
- f. A pregnant woman who provides sole parental care and support to the unborn child or children.

The parental leave of seven (7) working days with pay shall be granted every year. When a solo parent ceases to be such by reason of a change of status and circumstances, the solo parent shall be ineligible to avail of this benefit.

#### **4.4.5. Leave for Victims of Violence Against Women and Children**

A forfeitable and non-cumulative ten (10) days of paid leave are granted to a female employee who is a victim of violence against women and their children to allow them to attend to medical and legal concerns at any time during the application of any protection order, investigation, prosecution, and/or trial of the criminal case.

To be entitled to the leave benefit, the victim-employee must present to the employer a certification from the barangay chairman (punong barangay), barangay councilor (barangay kagawad), prosecutor, or Clerk of Court, as the case may be, that an action relative to the matter is pending.

#### **4.4.6. Leave due to Gynecological Surgery**

Female employees who have undergone surgery due to gynecological disorders and have been employed for a continuous period of at least six (6) months in the last twelve (12) months prior to surgery shall be entitled to a special leave benefit of two (2) months with full pay, which is forfeitable and non-cumulative.

Gynecological disorders refer to disorders that would require surgical procedures such as, but not limited to dilatation and curettage and those involving female reproductive organs such as the vagina, cervix, uterus, fallopian tubes, ovaries, breast, adnexa, and pelvic floor, as certified by a competent physician. It shall also include hysterectomy, ovariectomy, and mastectomy.

The special leave may be availed for every instance of surgery due to a gynecological disorder for a maximum total period of two (2) months per year.

#### **4.5. Retirement Pay**

Employees who reach the age of 60 (optional retirement) or 65 (mandatory retirement) and have served the Company for at least 5 years shall be entitled to retirement pay.

The retirement pay is equal to 1/2 month's salary (which is 22.5 days for purposes of calculating the retirement pay) every year of service. A fraction of at least 6 months is considered as 1 year.

## **5. SEPARATION FROM SERVICE**

### **5.1. Resignation**

**5.1.1.** Any employee who intends to resign from the Company shall submit a resignation letter at least thirty (30) days prior to the effective date of their resignation.

**5.1.2.** During the notice period, the resigning employee must coordinate with their immediate superior in order to transfer all their duties and responsibilities to their replacement.

**5.1.3.** A resigning employee must clear all their accountabilities and other obligations with the Company before they may receive the following:

- a. Last salary;
- b. Pro-rated 13th Month Pay, if any;
- c. Tax refund, if any;
- d. Cash conversion of unused Service Incentive Leave, if any; and
- e. Other accrued or earned benefits, if any.

**5.1.4.** All properties belonging to the Company must be surrendered not later than one (1) day before the resigning employee's last working day. Accountabilities not cleared shall be deducted from the employee's remaining last pay enumerated above.

**5.1.5.** If the employee fails to comply with the thirty (30) day notice requirement under the law or this Handbook, they shall be liable to the Company for liquidated damages for the unserved portion of the required thirty (30) day notice in the sum equivalent to 100% of their current gross salary.

**5.1.6.** As the case may be, the Company may shorten or waive the notice period.

### **5.2. Termination Due to Just Causes**

**5.2.1.** The Company may terminate the employment of an employee for "just cause" as defined by provisions of the Labor Code or for violation of existing Company rules and regulations or Code of Conduct. The just causes for termination of employment include, but are not limited to, the following:

- a. Serious misconduct or willful disobedience of the lawful orders of the Company or representative of the Company in connection with the employee's duties;
- b. Gross and habitual neglect by the employee of their duties;
- c. Fraud or willful breach by the employee of the trust reposed by the Company or its duly authorized representative;
- d. Commission of a crime or offense against the person of the employer or any other employee of the Company;
- e. Violation of the Company's Rules and Regulations or Code of Conduct; and
- f. Any other act constituting a just cause for separation under Philippine laws.

**5.2.2.** Termination due to just causes is subject to the clearance procedure similar to that of resigning employees.

### **5.3. Termination Due to Authorized Causes**

**5.3.1.** The Company may terminate the employment of an employee due to any of the following authorized causes under the law:

- a. Automation or installation of labor-saving devices;
- b. Redundancy;
- c. Retrenchment;

- d. Closure or cessation of operation; and
- e. Disease.

**5.3.2.** Termination due to authorized causes is subject to the clearance procedure similar to that of resigning employees.

## **6. EQUAL OPPORTUNITIES POLICY**

### **6.1. Policy**

The Company is committed to promoting equal opportunities in employment. The Company does not discriminate on the grounds of gender, disability, sexual orientation, race, color, nationality, ethnic or national origin, religion or belief, or political affiliation (collectively “**Protected Characteristic**”).

This policy sets out the Company’s approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with the Company, including recruitment, compensation, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

### **6.2. Discrimination**

Employees are prohibited from discriminating against or harassing other people, including but not limited to current and former employees, job applicants, customers, suppliers, and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers, or other work-related contacts, or when wearing a work uniform), and on work-related trips or events, including social events.

The following forms of discrimination are strictly prohibited:

- a. Direct discrimination: Treating someone less favorably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- b. Indirect discrimination: A provision, criterion, or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified.
- c. Harassment: This includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.
- d. Victimization: Retaliation against someone who has complained or has supported someone else’s complaint about discrimination or harassment.
- e. Disability discrimination: This includes direct and indirect discrimination, any unjustified less favorable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

## **7. ANTI-HARASSMENT AND BULLYING POLICY**

### **7.1. Policy**

The Company is committed to providing a working environment free from harassment and bullying and ensuring everyone is treated, and treat others, with dignity and respect.

This policy covers harassment or bullying which occurs in the workplace, outside the workplace, and on work-related trips or events, including social events. It covers bullying and harassment by staff

(which includes employees, consultants, contractors, and agency workers) and third parties such as customers, suppliers, or visitors to the Company's premises.

## 7.2. Definitions

The following definitions apply in this Handbook:

- a. Harassment: Any unwanted physical, verbal, or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. It also includes treating someone less favorably because they have submitted or refused to submit to such behavior in the past.

Harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, color, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include:

- i. Unwanted physical conduct or "horseplay", including touching, pinching, pushing, and grabbing;
- ii. Unwelcome sexual advances or suggestive behavior (which the harasser may perceive as harmless);
- iii. Offensive emails, text messages, or social media content; or
- iv. Mocking, mimicking, or belittling a person's disability.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

- b. Bullying: Offensive, intimidating, malicious, or insulting behavior involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined, or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal, and non-verbal conduct. Bullying may include:

- i. Physical or psychological threats;
- ii. Overbearing and intimidating levels of supervision; or
- iii. Inappropriate derogatory remarks about someone's performance.

Legitimate, reasonable, and constructive criticism of a person's performance or behavior or reasonable instructions given in the course of employment will not amount to bullying on their own.

## 7.3. Zero Retaliation

Those who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimization as a result. Anyone found to have retaliated against or victimized someone in this way will be subject to disciplinary action.

## 8. ANTI-CORRUPTION AND BRIBERY POLICY

## 8.1. Policy

The Company is committed to conducting business with honesty, integrity, and in compliance with all applicable laws and ethical standards. The Company adopts a zero-tolerance approach to bribery and corruption and upholds professional, fair, and transparent practices in all its business dealings and relationships.

## 8.2. Scope of Policy

This policy applies to all individuals working for or representing the Company in any capacity, including employees at all levels, directors, officers, agency and seconded workers, volunteers, interns, contractors, consultants, third-party representatives, and business partners.

## 8.3. Definitions

The following definitions apply in this Handbook:

- a. Bribe: A financial or non-financial inducement, reward, or advantage offered, promised, or given to improperly influence the recipient's actions or decisions. Bribes may include cash, gifts, loans, hospitality, discounts, services, favors, contracts, or other benefits.
- b. Bribery: The act of offering, promising, giving, requesting, accepting, or agreeing to accept a bribe.

## 8.4. Prohibited Conduct

All forms of bribery and corruption are strictly prohibited. Specifically, individuals covered by this policy must:

- a. Not offer, promise, or give any payment, gift, hospitality, or other benefit with the expectation of receiving a business advantage or as a reward for obtaining business.
- b. Not accept any offer from a third party where they know or suspect it is made in exchange for providing a business advantage to the third party or another person.
- c. Not make facilitation payments (unofficial payments to government officials to expedite routine services) in any jurisdiction.
- d. Not threaten or retaliate against any person who refuses to engage in bribery or who raises concerns regarding potential bribery or corruption.

## 8.5. Reporting and Guidance

If an individual is uncertain whether a specific action constitutes bribery or corruption, they must seek guidance from the HR Department.

Individuals are required to immediately report any actual or suspected instances of bribery or corruption, and cooperate fully with any investigations related to breaches of this policy.

## 8.6. Consequences of Policy Breach

For employees, any breach of this policy will result in disciplinary action, up to and including termination of employment.

Any breach of this policy by contractors, agents, or other representatives may result in immediate termination of their contract or business relationship with the Company.



## **8.7. Zero Retaliation**

The Company prohibits retaliation against individuals who, in good faith, refuse to engage in bribery or report concerns about potential violations of this policy.

## **9. INFORMATION TECHNOLOGY AND COMMUNICATIONS SYSTEMS POLICY**

### **9.1. Policy**

The Company's information technology ("IT") and communications systems are intended to promote effective communication and working practices. This policy outlines the standards that employees must observe when using these systems, the Company's monitor of their use, and the action the Company will take if these standards are breached.

Breach of this policy may result in disciplinary action.

### **9.2. Equipment Security and Passwords**

Employees are responsible for the security of the equipment allocated to them or used by them, and must not allow it to be used by anyone other than in accordance with this policy. Employees should use passwords on all IT equipment, particularly items that they take out of the office. Employees should keep passwords confidential and change them regularly.

Employees must only log on to the Company's systems using their own username and password. They must not use another person's username and password or allow anyone else to log on using their username and password.

Employees who are away from their desk should log out or lock their computer. They must log out and shut down their computer at the end of each working day.

### **9.3. Systems and Data Security**

Employees shall observe the following guidelines:

- a. Employees should not delete, destroy, or modify existing systems, programs, information, or data, except as authorized in the proper performance of their duties.
- b. Employees must not download or install software from external sources without authorization from their line manager. Downloading unauthorized software may interfere with the Company's systems and may introduce viruses or other malware.
- c. Employees must not attach any device or equipment including mobile phones, tablet computers, or USB storage devices to the Company's systems without authorization from their line manager.
- d. The Company may monitor all emails passing through its system for viruses. Employees should exercise particular caution when opening unsolicited emails from unknown sources. If an email looks suspicious, employees should not reply to it, open any attachments, or click any links in it.
- e. Employees should inform their line manager immediately if they suspect their computer may have a virus.

### **9.4. Email**

Employees shall observe the following email guidelines:

- a. Adopt a professional tone and observe appropriate etiquette when communicating with third parties by email.
- b. Remember that emails can be used in legal proceedings and that even deleted emails may remain on the system and be capable of being retrieved.
- c. Not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic, or inappropriate emails.
- d. Not send or forward private emails at work which they would not want a third party to read.
- e. Not send or forward chain mail, junk mail, cartoons, jokes, or gossip.
- f. Not contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding emails to others who do not have a real need to receive them.
- g. Not send messages from another person's email address (unless authorized) or under an assumed name.
- h. Not use their own personal email account to send or receive email for the purposes of the Company's business. Employees should only use the email account provided to them.

## **9.5. Prohibited Use of the Company's Systems**

Misuse or excessive personal use of the Company's telephone or email system or inappropriate internet use will result in disciplinary action. Misuse of the internet can in some cases be a criminal offense.

Creating, viewing, accessing, transmitting, or downloading any of the following material may amount to serious misconduct:

- a. Pornographic material (that is, writing, pictures, films, and video clips of a sexually explicit or arousing nature);
- b. Offensive, obscene, or criminal material or material which is liable to cause embarrassment to the Company or to its clients;
- c. A false and defamatory statement about any person or organization;
- d. Material which is discriminatory, offensive, derogatory, or may cause embarrassment to others (including material which breaches the Company's Equal Opportunities Policy or Anti-Harassment and Bullying Policy);
- e. Confidential information about the Company or any of its personnel or clients, except as authorized in the proper performance of their duties);
- f. Unauthorized software;
- g. Any other statement which is likely to create any criminal or civil liability for the Company or employee; or
- h. Music or video files or other material in breach of copyright.

## **10. SOCIAL MEDIA POLICY**

### **10.1. Policy**

This policy is in place to minimize the risks to the Company's business through the use of social media.

This policy deals with the use of all forms of social media, including but not limited to Facebook, LinkedIn, Twitter, Google+, Wikipedia, Instagram, and all other social networking sites, internet postings, and blogs. It applies to the use of social media for business purposes as well as personal use that may affect the Company's business in any way.

### **10.2. Prohibited Use**

The following are prohibited uses of social media:

- a. Employees must avoid making any social media communications that could directly or indirectly damage the Company's business interests or reputation.
- b. Employees must not use social media:
  - i. To defame or disparage the Company, its personnel, or any third party;
  - ii. To harass, bully or unlawfully discriminate against staff or third parties;
  - iii. To make false or misleading statements; or
  - iv. To impersonate colleagues or third parties.
- c. Employees must not express opinions on their behalf via social media, unless expressly authorized to do so by their manager. They may be required to undergo training in order to obtain such authorization.
- d. Employees must not post comments about sensitive business-related topics, such as the Company's performance, or do anything to jeopardize the Company's trade secrets, confidential information, and intellectual property. They must not include the Company's logos or other trademarks in any social media posting or in their profile on any social media.
- e. The contact details of business contacts made during the course of their employment are the Company's confidential information. On termination of employment, employees must provide the Company with a copy of all such information, delete all such information from their personal social networking accounts, and destroy any further copies of such information that they may have.

Any misuse of social media should be reported to the employee's line manager

### **10.3. Guidelines for Responsible Use of Social Media**

Employees shall follow the guidelines below for the responsible use of social media:

- a. Employees should make it clear in social media postings, or in their personal profile, that they are speaking on their own behalf. Employees should write in the first person and use a personal email address.
- b. Employees should be respectful to others when making any statement on social media and be aware that they are personally responsible for all communications which will be published on the internet for anyone to see.
- c. If employees disclose their affiliation with the Company on their profile or in any social media postings, they must state that their views do not represent those of their employer, unless they have been authorized to speak on the Company's behalf as set out above. Employees should also ensure that their profile and any content they post are consistent with the professional image they present to clients and colleagues.
- d. If an employee is uncertain or concerned about the appropriateness of any statement or posting, the employee should refrain from posting it until they have discussed it with their manager.
- e. If an employee sees social media content that disparages or reflects poorly on the Company, they should contact their manager

### **10.4. Breach of this Policy**

Breach of this policy may result in disciplinary action up to and including dismissal. Any personnel suspected of committing a breach of this policy will be required to cooperate with the Company's investigation.

An employee may be required to remove any social media content that the Company considers to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **11. ATTENDANCE POLICY**

To ensure smooth flow of work at all times, all employees are expected to be prompt and be present at their designated area of work with the tools required to perform their tasks according to their established work schedules.

### **11.1. Timekeeping**

The Company maintains a record of an employee's attendance through its system.

To accurately mark attendance, employees may be required to personally log in and log out through the system upon starting and ending work.

Failure of an employee to do so may be treated as absence and may result in the imposition of the appropriate disciplinary action.

### **11.2. Absences**

An employee who has failed to report for work shall be marked absent and shall not be entitled to receive any compensation covering such period, unless the employee was on approved leave with pay.

Unnecessary and unexcused or unauthorized absences are prohibited and may subject an employee to disciplinary action. An absence, however, may be authorized and/or excused if the same is with prior notification and permission and for justifiable cause.

In emergency cases (e.g., illness, accident, or other compelling reasons) where prior permission to be absent is impossible or impractical, the employee must notify their immediate superior within or prior to the first thirty (30) minutes of the official start of their work schedule the reason for their absence and the expected date of their return.

If the employee is absent for more than two (2) days, the employee must submit competent proof that is acceptable to the Company which must show the cause for emergency and the employee's inability to render work during the period in question (e.g., medical certificate, etc.).

Absence without leave for at least five (5) consecutive working days with the corresponding failure to notify the superior regarding the reason of absence may be considered as abandonment of work.

### **11.3. Tardiness**

Employees are considered tardy if they report to work past their required reporting time but not exceeding two (2) hours and will be subject to pay deductions.

Employees who fail to report for work after designated breaks or meal periods are deemed as overbreak and considered as a form of tardiness.

Unnecessary and unexcused or unauthorized tardiness are prohibited and may subject an employee to disciplinary action.

## **12. POLICY ON OFFICE DECORUM, SECURITY AND ORDER, AND HEALTH AND SAFETY**

### **12.1. Office Decorum**

All employees must observe proper conduct and behavior in the performance of their work.

Illicit or disruptive activities, including but not limited to pornography, gambling, drinking liquor, swearing, or fighting, within the Company's premises are strictly prohibited.

### **12.2. Security and Order**

The maintenance of security and order within the Company is among the Company's paramount concerns. Hence, employees are enjoined from committing any act which would jeopardize the same under pain of being subjected to disciplinary action. Among others, the following acts are hereby prohibited: carrying of firearms, deadly weapons, or unauthorized combustible chemicals inside the Company's premises.

Employees reporting to the Company's premises may be required to subject their person and their belongings to security inspection upon arriving and before leaving the Company's premises.

### **12.3. Health and Safety**

All employees are expected to be health and safety conscious and maintain good housekeeping in their workplace. Employees must report any health and safety concerns to their immediate superior, and cooperate with the investigation of any incident.

Employees may be required to undergo health and safety trainings.

## **13. CODE OF CONDUCT**

The Company believes in the promotion of a working environment that fosters and maintains a high level of self-discipline among its employees. It is fully aware that the ultimate task and responsibility for meeting acceptable standards of conduct and performance rests on each employee. Thus, all employees are expected to observe reasonable standards of conduct in the performance of their work, in their relationship with their fellow employees, and in their dealings with the Company's clients and business partners.

In order to maintain and preserve order and harmony in the organization and achieve quality performance, the Company has developed a Code of Conduct, which covers the Company's different rules and regulations, and policies, including those in this Handbook.

### **13.1. Objectives**

The Code of Conduct aims to:

- a. Establish awareness among employees on the standard of conduct and behavior expected of them in the performance of their duties and responsibilities, in their relationship with the Company, their colleagues, and the Company's clients and business partners;
- b. Ensure order, discipline, efficiency, and harmonious working relationship in the Company;
- c. Provide sufficient guidelines in the administration of disciplinary/corrective action cases; and
- d. Ensure that, in cases when disciplinary actions are necessary for violations of the rules and regulations, the Company adopts the positive view and progressive approach in their imposition in order for employees to realize and learn from their mistakes. Consequently, the overall purpose is more on the prevention of the infraction rather than being punitive. However, positive view and progressive discipline shall not apply to grave offenses for which

any employee may be dismissed from employment. Furthermore, the Company shall not be barred from instituting the necessary civil and/or criminal case against the employee if warranted under the circumstances.

### **13.2. Scope**

The Code of Conduct shall apply to all employees regardless of employment status and rank, and shall cover all violations committed within the Company's premises, whether during office hours or not, or for violations committed outside the Company's premises provided they concern or affect the Company, or are in connection with the employee's duties, or during Company sanctioned activities.

All employees are obliged and expected to read this Code of Conduct and understand its purposes and objectives, to abide by its rules and regulations, and policies, and cooperate with the Company in its implementation in order to achieve efficiency, productivity and harmony for the good of all.

Ignorance of these and subsequent rules and regulations shall not excuse any employee for non-compliance. In case an employee finds any provision of this Code of Conduct unclear, such employee is expected to consult for clarification with the HR Department.

### **13.3. General Provisions**

- a. This Code of Conduct aims to capture all possible offenses and penalties that might be committed by the Company's employees. However, when there are instances where offenses and penalties committed are not included in this Code of Conduct, the appropriate disciplinary action shall be determined by the Company on a case-to-case basis.
- b. Any failure of the Company to strictly follow the provisions of this Code of Conduct shall not constitute a waiver of its prerogative to exercise discipline over its employees.
- c. The Company has the sole prerogative to add, delete, amend, and/or revise the provisions of this Code of Conduct, including the Table of Offenses and the schedule of penalties, as it may be deemed necessary.
- d. Offenses committed will be treated individually and separately even if they fall under the same class of offense.
- e. While an employee is under preventive suspension, is serving a penalty of suspension, or when an employee has been terminated from employment, the Company has the right to prohibit them from entering the Company's premises, performing any work, and engaging in any business with the Company.

### **13.4. Progressive Discipline**

Progressive discipline is both a method of supervision and an administrative system that emphasizes on an employee's need and ability to solve their own problem.

All disciplinary cases will be investigated in good faith. There will be no retaliation for making complaints, expressing concerns/opinions, or asking questions.

The administrative element of progressive discipline provides a system that is both consistent and fair for disciplining those few employees who disregard the Company's rules, policies, safety standards, and the right of their fellow employees.

### **13.5. Corrective Sanctions/Penalties**

The following are the corrective sanctions/penalties which the Company may impose:

### **13.5.1. Verbal Warning (“VW”)**

An oral reminder given to an employee concerning an actual violation of the Company’s rules and regulations with a warning that a repetition of the same will be dealt with more severely.

### **13.5.2. Written Warning (“WW”)**

A written admonition given to an employee for repetition of an offense wherein a VW was previously given, or for the commission of an offense which requires a stronger corrective or disciplinary measure.

### **13.5.3. Suspension Without Pay (LS, LGS, GS)**

A corrective or disciplinary action where an employee is temporarily prohibited in writing from reporting for work as a result of the employee’s violation of the Company’s rules and regulations.

Depending on the gravity of the offense, suspension may either be light suspension (“LS”) (1 to 5 days), less grave suspension (“LGS”) (6 to 15 days), or grave suspension (“GS”) (16 to 30 days)

### **13.5.4. Dismissal (D)**

Occurs after all the steps have been taken and there is no change in performance or behavior.

Also imposed when an employee commits an act so serious that continued employment cannot be tolerated.

### **13.5.5. Preventive Suspension**

An employee may be placed under preventive suspension without pay pending the result of the investigation of their administrative case.

Preventive suspension may be imposed on an employee if it is determined that their continued employment poses a serious and imminent threat to the life or property of the Company or of their co-employees.

Preventive suspension shall not be more than thirty (30) calendar days. If the preventive suspension goes beyond thirty (30) calendar days, the period beyond 30 calendar days shall be considered paid.

Preventive suspension is not a penalty but simply a measure for the protection of the Company’s operations, property, and its employees and clients pending investigation of any alleged malfeasance or misfeasance committed by the employee.

## **13.6. Administration and Procedure of Disciplinary Action**

All disciplinary actions provided in this Code of Conduct shall be enforced and administered by the Company after careful review of the case.

In proceeding against an employee suspected or charged of committing an offense under the law, this Code of Conduct, Handbook, or Table of Offenses, the following steps must be observed:

- a. As much as possible, any untoward incident involving an employee and/or violation of the Code of Conduct, Handbook, Company policy or rule, or the law, shall be covered by an

incident report. The absence of an incident report, however, does not prevent the HR Department or its authorized representative from issuing the necessary Notice to Explain and conducting an administrative investigation.

- b. The HR Department or its authorized representative will serve a Notice to Explain or a written notice of the charge/s against the employee stating the events and/or acts subject of the charge/s and the Company rules and regulations and laws which were supposedly violated. Under the same notice, the employee will be asked to submit their written explanation to the charge/s against them within five (5) calendar days from receipt of the said notice.
- c. If the employee's continued presence in the Company poses a serious and imminent threat to the life or property of the Company, its clients, and/or employees, the HR Department or their authorized representative may place the employee on preventive suspension pending the results of the investigation. In this regard, the employee shall be notified in writing of such preventive suspension.
- d. If no written explanation is received after the lapse of the given period, the HR Department or their authorized representative shall proceed with the administrative investigation of the charge/s against the employee.
- e. An administrative hearing may likewise be held, where the employee concerned shall be given full opportunity to present their side. The administrative hearing may likewise be dispensed with in cases allowed by law or jurisprudence.
- f. After the conduct of an administrative investigation (if applicable), the HR Department shall evaluate all available evidence and determine whether or not the imposition of a disciplinary action against the employee is warranted, as well as the corresponding penalty to be imposed, if there be any.
- g. The employee shall be informed by the HR Department or its authorized representative of the Company's decision through a Notice of Decision.

### **13.7. Determining Disciplinary Sanction**

In determining the appropriate disciplinary sanction to be imposed against the employee, the following factors shall be taken into consideration:

- a. Nature and gravity of the infraction;
- b. Employment record of the employee (e.g., existence or absence of derogatory employment record);
- c. Established policy/practice in handling similar circumstances;
- d. Existence of or threat of existence of damage or injury against the Company or other employees, including the extent of the damage or potential damage; and
- e. Other relevant factors.

Notwithstanding the foregoing, the Company may impose a different penalty or sanction for a particular offense when warranted by the attendant circumstances.

The Company reserves the right to impose a heavier or lighter penalty than those prescribed in the Table of Offenses on an employee found guilty of omission or commission of any of the aforesaid acts depending on the attendant circumstances in a given case. Furthermore, these guidelines are not all-inclusive. There may be other acts or omissions not explicitly contained herein but which are prejudicial to the welfare or interest of the Company. The Company reserves its right to consider



them punishable and to impose appropriate sanctions/penalties as warranted by the situation of each case.

### 13.8. TABLE OF OFFENSES

#### A. Attendance

Offense	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Unexcused/unauthorized absence, tardiness, or undertime.	VW	WW	WW	LS	LS	LGS	LGS	GS	GS	D
Unauthorized change of shift or change of schedule (i.e., if the employee reports for work on a different shift without prior authorization).	WW	LS	LGS	GS	GS	D				
Failure to inform the immediate superior of an emergency absence and/or failure to accomplish the leave request after an emergency absence.	VW	WW	LS	LGS	GS	D				
Failure to submit a Medical Certificate after two (2) days of absence due to illness.	WW	LS	LGS	GS	D					
Unexcused absence at mandatory Company programs or meetings.	WW	LS	LGS	GS	D					

#### B. Conduct/Behavior

##### Work Ethics

Offense	1st	2nd	3rd	4th	5th
Taking part in, promoting, or facilitating participation in any form of gambling, lottery, cockpit betting, <i>jueteng</i> , or any other game of chance — whether through tickets, tokens, electronic means, or any other method — while within Company premises, during working hours, or during Company-sanctioned activities whether within or outside Company premises.	LGS	GS	D		
Malicious mischief or horseplay that may or may not result to injury to person or destruction of Company property or any other property for which the Company may be held liable.	LGS	GS	D		
Commission of any punishable crime while within Company premises, during working hours, or during Company-sanctioned activities whether within or outside	D				

<b>Offense</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>
Company premises.					
Fighting, committing, provoking or attempting to inflict bodily harm or injury on any person except in self defense while within Company premises, during working hours, or during Company-sanctioned activities whether within or outside Company premises.	GS to D	D			
Intimidation or coercion of a fellow employee or superior.	LS to D	D			
Rumor mongering, circulating false, unfounded, untrue, or derogatory information affecting the interest of the Company or its officers or employees, whether such statements are done orally, in print, electronically, online or in other digital formats.	WW	LS	LGS	GS	D
Persuading, inducing or influencing another employee to perform an act constituting a violation of Company rules and regulations.	LS to D	D			
Engaging in sabotage, intentionally slowing down work or convincing/coercing co-employees to slow down work, hinder or limit output.	LS to D	D			
Coercion or inducing a subordinate employee or co-employee to deviate from work standards, or to defy the order of superiors, or commit any other violation of Company policies, rules and regulations.	LGS to D	D			
Willful failure to report a clear violation of the policies, standard operating procedures or processes established by the Company.	LGS to D				
Intentionally defacing, destroying or damaging Company property or any property for which the Company may be held liable.	LS to D	D			
Using Company time, material, equipment and other Company property for personal gain or to do unauthorized work.	LGS to D	D			
Unauthorized solicitation in any form such as requests for assistance, contributions, and donations either in the form of cash or otherwise.	LGS to D	D			

**Dishonesty/Fraud/Conduct Prejudicial to the Company**

<b>Offense</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>
Negotiating and/or entering into a contract with third parties which is prejudicial to the interest of the	GS to D	D			

Offense	1st	2nd	3rd	4th	5th
Company (e.g., overpriced contracts, etc.).					
Offering, receiving, asking for, or agreeing to receive bribes, kick backs, gifts, favors, money or other valuables from third parties, whether directly or indirectly, in exchange for and in consideration of a favorable treatment, including but not limited to securing a contract.	GS to D	D			
Misappropriation or malversation of funds belonging to the Company or organization affiliated with the Company.	D				
Obtaining or attempting to obtain Company funds, equipment, product, supplies and materials through fraudulent means.	D				
Stealing or attempting to steal from the Company, its employees, or clients, or third parties within Company premises.	D				
Breach or abuse of trust reposed by the Company or duly authorized representative that may result in personal gain or possible damage or loss to the Company.	D				
Using the Company name and properties for illegal activities.	D				
Taking undue advantage of one's position or using the Company name or reputation for personal gain or profit.	LGS to D	D			
Working with, investing in, or assisting any business competitor, with or without pay.	GS to D	D			
Falsifying or forging of personal or other Company records, either upon application for employment or during employment.	D				
Falsification, alteration, or tampering of works, reports, records, information, receipts, papers, or any other document.	D				
Falsification of signatures, using another's name, or acting in the name of the Company without express authority.	D				
Submission of falsified documents.	D				
Duplicating or copying work/report/composition of a co-employee or other individuals and claiming such as	D				

<b>Offense</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>
their own.					
Substituting Company material, equipment or product with intent to gain.	D				
Covering up a clear violation of the policies, standard operating procedures or processes established by the Company.	LGS to D				
Destruction or concealment of any evidence to prevent the discovery of an offense, whether or not there is a pending investigation.	D				
Planting or tampering, in any form or manner, any evidence involving themselves or another employee for the purpose of: (i) exonerating themselves or another; (ii) implicating the latter in the commission of an offense; or (iii) evading responsibility for the commission of the crime or offense.	D				
Unjustified refusal to submit to an official investigation.	LS	LGS	GS	D	
Divulging any confidential information or matter pertaining to the Company's business operations or products to any person or entity without authority.	D				
Possession of or accessing confidential or important information or matter pertaining to the Company's or clients business operations or products without authority.	LGS to D	D			
Unauthorized distribution or reproduction of Company records, documents and other similar Company property.	LGS	GS	D		

### **Insubordination and Discourtesy**

<b>Offense</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>
Failure to work overtime without valid reason(s) after voluntarily signifying willingness either verbally or in writing, or after being required to render overtime work in cases allowed by law.	LS to LGS	LGS to GS	GS to D		
Willful or intentional disobedience or defiance to or disregard by the employee of the lawful and reasonable orders/instructions of a superior in connection with their work.	D				
Unjustified failure to answer or return the call of one's superior.	WW	LS	LGS	GS	D

Offense	1st	2nd	3rd	4th	5th
Serious insult or willful disrespect to any Company official or employee or persons transacting business with the Company within Company premises or while discharging official function, or during Company sanctioned activities.	LGS to D	D			
Use of disrespectful, profane, obscene, or indecent language, or any language that undermines authority or integrity (whether written or oral), in addressing any Company official, employee or person transacting business within Company premises or while discharging official functions, or during Company sanctioned activities.	LS to D	D			
Malingering, feigning illness, or giving false reasons to obtain leave approval or to evade other employment-related duties.	LS to D	D			

### Public Morals

Offense	1st	2nd	3rd	4th	5th
Engaging in acts of sexual or other forms of harassment (e.g., unwanted touch including brushing against another's body, hugging, or kissing, unwanted sexual advances or propositions, sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience).	D				
Aiding or abetting in the commission of acts of sexual or other forms of harassment.	GSs to D				
Commission of immoral or indecent acts, or willful indecent exposure within Company premises, during Company-sanctioned activities whether within or outside Company premises, during working hours or while discharging official functions, or while engaged in Company activities outside Company premises.	D				
Engaging in an illicit relationship with co-employee under scandalous circumstances, which may affect work performance.	D				

### C. Job Performance

#### Neglect of Duty, Negligence, and Carelessness

Offense	1st	2nd	3rd	4th	5th
Loafing, loitering or wasting time while on duty.	WW	LS	LGS	GS	D

Offense	1st	2nd	3rd	4th	5th
Neglect of duty or negligence resulting to injury to persons or damage to property while discharging official functions or serious customer dissatisfaction that may lead to loss to the Company in any form (e.g. imposition by the client of penalties/rebates, suspension of project, etc.).	LGS	GS	D		
Gross and habitual neglect of duty.	D				
Failure to follow instructions or deliberate deviation from work standards or procedures without authorization from superiors.	LS to D	D			
Leaving Company premises or abandoning one's post whether in the field or otherwise during work hours or during an official business trip or assignment in the field, without proper clearance/permission from immediate superior.	LS to D	D			
After having access to information, failure to report as soon as practicable loss or damage of Company property or product for which the Company may be held liable.	WW	LS	LGS	GS	D

#### Inefficiency

Offense	1st	2nd	3rd	4th	5th
Poor performance or gross inefficiency – if, in the performance of duties and responsibilities, and in the periodic evaluation, the employee proves to be highly inefficient and fails to live up to the standards of their job and their performance.	LS to D	D			
Unjustified failure to complete one's task, or delay in the performance of one's work which affects the employee's department's rating.	WW	LS to GS	D		

#### D. Security and Order

Offense	1st	2nd	3rd	4th	5th
Reporting for work while under the influence of liquor and/or prohibited drugs.	LGS to D	D			
Possessing or drinking liquor or other alcoholic beverages within Company premises.	LGS to D	D			
Unauthorized use or possession of prohibited/regulating drugs.	GS to D	D			

<b>Offense</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>
Selling prohibited/regulated drugs or inducing any person to take such within or outside Company premises.	D				
Engaging in any form of terrorism and/or espionage or other acts inimical to the security and interest of the Company, its employees, visitors, customers or contractors.	D				
Carrying a prohibited weapon or banned objects (e.g., guns, explosives, icepicks, clubs, other deadly articles or bladed instruments such as hunting knife, balisong knife, “tres cantos”, dagger, etc.).	D				
Forcing entry or gaining access or attempting to enter or gain access to an area in the Company’s premises in violation of instructions or rules restricting such access.	LGS to D				
Allowing another person to use their Company identification card.	LS	LGS	GS	D	
Refusal to submit to or failure to meet security requirement/s or rule/s of the Company.	WW	LS	LGS	GS	D

#### **E. Health and Safety**

<b>Offense</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>
Removing safety devices from machinery, equipment or any other property.	LGS	GS	D		
Failure to comply/follow medical advice/required Company medical tests or obtain a fit to work clearance from medical staff.	WW	LS	LGS	GS	D
Refusal to submit to the Annual Physical Examination.	LS	LGS	GS	D	
Failure to report an accident or injury involving an employee or any other person within the work premises/property.	WW	LS	LGS	GS	D
Smoking regular or electronic cigarettes, including vaping, in “No Smoking” areas within Company premises.	WW	LS	LGS	GS	D
Operating any machine/equipment without proper training and authority.	LGS	GS	D		
Allowing unauthorized persons to operate Company vehicles, machines, and equipment.	LGS	GS	D		



Offense	1st	2nd	3rd	4th	5th
Failure to wear the required personal protective equipment (PPE) while on duty.	WW	LS	LGS	GS	D
Failure to participate in required emergency drills without justifiable reason.	WW	LS	LGS	GS	D
Blocking emergency exits.	WW	LS	LGS	GS	D
Willful violation of safety/warning signs posted in Company premises.	LS	LGS	GS	D	
Activating directly or indirectly the emergency alarm when there is no real emergency or tampering in any way with fire protection equipment or alarm system.	LS	LGS	GS	D	
Reporting to work knowing that they have a contagious disease (e.g. chickenpox, sore eyes) that could endanger the health of other employees or affect the operations of the department, provided that any disease-specific policies with anti-discrimination provisions shall take precedence.	LS	LGS	GS	D	

#### F. Information Technology

Offense	1st	2nd	3rd	4th	5th
Distributing, bringing, showing, exhibiting or accessing adult/ pornographic materials, pictures, internet sites, or Company IT equipment in Company premises, or while in the discharge of official functions, or during Company-sanctioned activities.	D				
Sending of chain letters and other non-business related files and/or messages using Company email system and other related Company equipment and resources.	WW	LS	LGS	GS	D
Unauthorized opening and/or accessing of emails of co-employees or officers.	LGS to D				
Installation of unlicensed or licensed but non job-related software to any Company owned computers and other related equipment.	LS	LGS	GS	D	
Transmitting, retrieving or storing any communication, files and data that is discriminatory, harassing, obscene, defamatory, threatening or derogatory to any individual or group using the Company email and equipment.	LGS	GS	D		
Unauthorized attempt to download, store or save in CD's, memory sticks, sim/memory cards any Company files, data and communications, which may or may not	GS	D			

Offense	1st	2nd	3rd	4th	5th
compromise the confidential information about the Company.					
Using Company email account in transacting personal business and legal matters; sending resume or other personal communications to other individuals and companies whether government or private.	WW	LS	LGS	GS	D
Unauthorized use of CD's, memory sticks, sim/memory cards and the like media to any Company computer or electronic facility/equipment without prior approval from the Company's IT Department.	WW	LS	LGS	GS	D
Playing computer games, watching videos unrelated to work, and on-line chatting during work hours or while using the Company's IT equipment or property.	WW	LS	LGS	GS	D
Committing any act that compromises the confidentiality, availability, integrity, and security of Company or client systems or resources.	D				

### **13.9. Totality of Infractions**

Notwithstanding anything to the contrary, any employee who accumulates the following number of offenses (for various/different offenses) throughout their employment with the Company shall be meted the penalty imposable for the last offense committed or the penalties provided below, whichever is graver:

- Three (3) accumulated offenses with a penalty of written warning – penalty shall be suspension for 3-15 days
- Three (3) accumulated offenses with a penalty of suspension – penalty shall be dismissal from employment

The foregoing notwithstanding, the record of an employee is a relevant consideration in determining the penalty that shall be meted out. The totality of infractions or the number of violations committed during the period of employment shall be considered in determining the penalty to be imposed upon an erring employee. The Company, therefore, may not apply the foregoing rule depending on the circumstances.

### **13.10. Restitution or Reparation of Damage Caused**

In addition to the appropriate penalty in cases involving loss of or damage to property, the offender will be required to replace or pay for the property loss or damage, or restitute or return the money lost.

### **13.11. Civil and/or Criminal Liability**

The imposition of any of the imposable penalties shall be without prejudice to any civil or criminal action that the aggrieved party or the Company may take against the offender.

## **14. OPEN COMMUNICATION POLICY**

The Company is committed to conducting its business with honesty and integrity and promotes open communication. Any concern can be reported according to the [Open Communication Policy](#). This policy covers all employees, officers, consultants, contractors, casual workers, and agency workers.