



**EMPLOYEE HANDBOOK**  
**Revised 2010**

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## **PURPOSE OF MANUAL**

(Revised May 2010)

The information contained in this Employees' Handbook is presented for the benefit of all employees of Roxaco Land Corporation (Roxaco). The intention is to furnish as much information as possible concerning what benefits and compensation, the employees can expect from Roxaco, and what Roxaco expects from its employees. It is the employees' responsibility to familiarize themselves with all the benefits and compensation contained in the Handbook. New and additional benefits and compensation schemes may be amended, altered and/or repealed as the case may be.

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## **COMPANY PROFILE**

Roxaco Land Corporation, a wholly owned subsidiary of Roxas and Company, Inc. was incorporated on April 26, 1988 by the officers of Roxas and Company, Inc. led by its Chairman of the Board Antonio J. Roxas, Vice Chairman Eduardo J. Roxas and Executive Vice President and Treasurer Mr. Pedro E. Roxas, for the purpose of acquiring real estate for investment, development and/or sale.

The directors of the Corporation (as of 2010) are as follows:

Antonio J. Roxas  
Pedro E. Roxas  
Beatriz O. Roxas  
Francisco Jose R. Elizalde  
Francisco F. Del Rosario

The officers of the Corporation are as follows:

Pedro E. Roxas - Chairman  
Francisco F. del Rosario - President  
Santiago R. Elizalde - Senior Vice President

The Corporation is being managed by Roxas and Company, Inc. pursuant to a Management Agreement executed in January, 1995.

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## A. ***STATUTORY/GOVERNMENT MANDATED BENEFITS***

### 1. ***Maternity Leave Benefit***

Every pregnant employee, whether married or unmarried, is entitled to maternity leave benefit of **sixty (60) days** in case of normal delivery or miscarriage, or **seventy-eight (78) days**, in case of Caesarian section delivery, with benefits equivalent to **one hundred percent (100%) of the average daily salary credit** of the employee as defined under the law. To be entitled to the maternity leave benefit, a female employee should be an SSS member employed at the time of her delivery or miscarriage; she must have given the required notification to the SSS through her employer; and her employer must have paid at least three monthly contributions to the SSS within the twelve-month period immediately before the date of the contingency (i.e., childbirth or miscarriage). The maternity leave benefit, like other benefits granted by the Social Security System (SSS), is granted to employees in lieu of wages. Thus, this may not be included in computing the employee's thirteenth-month pay for the calendar year.

The maternity leave shall be extended without pay on account of illness medically certified to arise out of the pregnancy, delivery, abortion or miscarriage, which renders the woman unfit for work, unless she has earned unused leave credits from which such extended leave may be charged.

The maternity leave shall be paid by the employer only for the first four (4) deliveries.

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### 2. ***Paternity Leave Benefit***

Paternity Leave is granted to all married male employees, regardless of their employment status. The purpose of this benefit is to allow the husband to lend support to his wife during her period of recovery and/or in nursing her newborn child.

Paternity leave benefit shall apply to the first four (4) deliveries of the employee's lawful wife with whom he is cohabiting. If the spouses are not physically living together because of the work station or occupation, the male employee is still entitled to the paternity leave benefit. The paternity leave shall be for seven (7) calendar days, with full pay.

### 3. ***Parental Leave for Solo Parents***

"Parental leave" means leave benefits granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required.

"Solo parent" means any individual who falls under any of the following categories:

(1) A woman who gives birth as a result of rape and other crimes against chastity even without a final conviction of the offender: *Provided*, That the mother keeps and raises the child;

(2) Parent left solo or alone with the responsibility of parenthood due to death of spouse;

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(3) Parent left solo or alone with the responsibility of parenthood while the spouse is detained or is serving sentence for a criminal conviction for at least one (1) year;

(4) Parent left solo or alone with the responsibility of parenthood due to physical and/or mental incapacity of spouse as certified by a public medical practitioner;

(5) Parent left solo or alone with the responsibility of parenthood due to legal separation or *de facto* separation from spouse for at least one (1) year, as long as he/she is entrusted with the custody of the children;

(6) Parent left solo or alone with the responsibility of parenthood due to declaration of nullity or annulment of marriage as decreed by a court or by a church as long as he/she is entrusted with the custody of the children;

(7) Parent left solo or alone with the responsibility of parenthood due to abandonment of spouse for at least one (1) year;

(8) Unmarried mother/father who has preferred to keep and rear her/his child/children instead of having others care for them or give them up to a welfare institution;

(9) Any other person who solely provides parental care and support to a child or children;

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(10) Any family member who assumes the responsibility of head of family as a result of the death, abandonment, disappearance or prolonged absence of the parents or solo parent.

A change in the status or circumstance of the parent claiming benefits under R.A. 8972 (Parent Leave for Solo Parent), such that he/she is no longer left alone with the responsibility of parenthood, shall terminate his/her eligibility for these benefits

The parental leave, in addition to leave privileges under existing laws, shall be for seven (7) work days every year, with full pay. A solo parent employee shall be entitled to the parental leave, provided that:

- He/she has rendered at least one (1) year of service, whether continuous or broken;
- He/she has notified his/her employer that he/she will avail himself/herself of it, within a reasonable period of time

In the event that the parental leave is not availed of, it shall not be convertible to cash

**NOTE:**

Parent with a live-in partner is not entitled for Parental Leave

#### 4. Overtime Pay

Employee who performed work in excess of a regular eight-hour schedule shall be entitled to an overtime pay equivalent to their basic hourly rate plus twenty five percent (25%).

\*For overtime rendered during regular holidays, they shall be given overtime premium as follows:

- a. If it is an employee's regular workday
  - If worked - 1st 8 hours - 200%
  - Excess of 8 hours - plus 30% of hourly rate on said day
- b. If it is an employee's rest day
  - If worked - 1st 8 hours - plus 30% of 200%
  - Excess of 8 hours - plus 30% of hourly rate on said day

There are eleven (11) regular holidays in a year under Executive Order No. 203, as amended by Republic Act 9177, namely:

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

#### NOTES:

##### a. Absences

All employees shall be entitled to holiday pay when they are on leave of absence with pay on the work day immediately preceding the regular holiday. Employees who are on leave of absence without pay on the day immediately preceding a regular holiday may not be entitled for holiday pay if they did not work on such regular holiday.

##### b. Successive Regular Holidays

Where there are two (2) successive regular holidays, like Maundy Thursday and Good Friday, an employee may not be entitled for both holidays if he/she absents himself/herself from work on the day immediately preceding the first holiday, unless he/she works on the first holiday, in which case he/she is entitled to his/her holiday pay on the 2<sup>nd</sup> holiday.

\*For declared **special days** such as Special Non-Working Day, Special Public Holiday, Special National Holiday, in addition to the two nationwide special days (November 1, All Saints Day and December 31, Last Day of the Year), the following rules shall apply:

##### a. If unworked

- No pay.

##### b. If worked

- 1st 8 hours - plus 30% of the daily rate of 100%
- excess of 8 hours - plus 30% of hourly rate on said day

- c. Falling on the employee's rest day and if worked
- 1st 8 hours - plus 50% of the daily rate of 100%
  - excess of 8 hours - plus 30% of hourly rate on said day

5. **Night Differential**

Night Shift Differential (NSD) refers to the additional compensation of ten percent (10%) of an employee's regular wage for each hour of work performed between 10 p.m. and 6 a.m.

6. **13<sup>TH</sup> MONTH PAY**

The thirteenth-month pay shall not be less than one-twelfth (1/12) of the total basic salary earned by an employee in a calendar year. It does 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 vacation and sick leave credits, overtime, premium, night shift differential and holiday pay. The 13<sup>th</sup> month pay is paid not later than December 24 of every year.

7. **PHILHEALTH Benefits**

A unified benefit package for all PhilHealth members is being implemented which includes the following categories of personal health services:

a. **Inpatient hospital care:**

- Room and board;
- Services of health care professionals;
- Diagnostic, laboratory, and other medical examination services;
- Use of surgical or medical equipment and facilities;
- Prescription drugs and biological, subject to the limitations stated in Section 37 of RA 7875; and
- Inpatient education packages.

b. **Outpatient care:**

- Services of health care professionals;
- Diagnostic, laboratory, and other medical examination services;
- Personal preventive services;
- Prescription drugs and biological, subject to the limitations described in Section 37 of RA 7875; and

8. **PAG-IBIG Fund**

Home Mutual Development Fund, a premier and globally competitive provident financial institution that aims to uplift the quality of life of members through savings.

Under the law, it is mandatory for all employees covered by the SSS to become member of Pag-ibig Fund. Members who are earning P1,500 or below contribute 1% of their monthly basic pay, while those who are earning more than P1,500 contribute 2% of

their basic pay or P100 whichever is higher. Employee may contribute higher up to maximum of P500 per month. Employer is required to match the employee's contribution up to P100 per month.

**Benefits and Programs:**

- Provident Savings Benefit
- HDMF Housing Bonds
- Housing Loan
- Provident Program
  - Multi-Purpose Loan
  - Calamity Loan

**9. Social Security System (SSS)**

The company provides its employee a security net as being prescribed by the law upon employment through SSS which is a government organization that aims to promote social justice and provides meaningful protection to its members and their families against hazard of disability, sickness, maternity, old age, death and other contingencies resulting to loss of income or financial burden.

**Benefits and Programs:**

**a. Sickness**

Sickness benefit is a daily cash allowance paid for the number of days a member is unable to work due to sickness or injury. A member is qualified to avail himself/herself of this benefit if:

- he/she is unable to work due to sickness or injury and is thus confined either in the hospital or at home for at least four days;
- he/she has paid at least three monthly contributions within the 12-month period immediately before the semester of sickness;
- he/she has used up all current company sick leaves with pay for the current year; and
- he/she has notified his/her employer

The amount of an employee's sickness benefit is computed as the daily sickness allowance times 90 per cent of the average daily salary credit

**b. Maternity (see no. 1)**

**c. Disability**

It is a cash benefit paid to a member who becomes permanently disabled, either partially or totally. A member who suffers partial or total permanent disability, with at least one (1) contribution paid to the SSS prior to the semester of contingency, is qualified.

The complete and permanent loss of use of any of the following parts of the body under permanent partial disability: one thumb, sight of one eye one, big toe, one index finger, hearing of one ear, one hand, one middle finger, hearing of both ears, one arm one ring finger, one foot, one ear, one little finger, one leg, both ears.

The following fall under permanent total disability:

- Complete loss of sight of both eyes;
- Loss of two limbs at or above the ankle or wrists;
- Permanent complete paralysis of two limbs;
- Brain injury causing insanity; and
- Other cases as determined and approved by the SSS.

Types of disability benefits:

- The monthly pension which is paid to a disabled member who has paid at least 36 monthly contributions to the SSS; and
- The lump sum amount which is granted to those who have not paid the required 36 monthly contributions.

**d. Retirement**

It is a cash benefit paid to a member who can no longer work due to old age.

A member is qualified to avail himself of this benefit if:

- He/she is 60 years old and unemployed and has paid at least 120 monthly contributions prior to the semester of retirement.
- He/she is 65 years old, whether employed or not. If employed he/she should have paid 120 monthly contributions prior to the semester of retirement, whether employed or not. The types of retirement benefits are:

- a. the monthly pension, and

- b. the lump sum amount. The monthly pension is a lifetime cash benefit paid to a retiree who has paid at least 120 monthly contributions to the SSS prior to the semester of retirement. The lump sum amount is granted to a retiree who has not paid the required 120 monthly contributions.

**e. Death & Funeral**

The death benefit is cash paid to the beneficiaries of a deceased member. The primary beneficiaries are the legitimate dependent spouse until he or she remarries and legitimate, legitimated, legally adopted or illegitimate dependent children of the member. In the absence of primary beneficiaries, the secondary beneficiaries are the dependent parents of the member. In their absence, the person designated by the member as beneficiary in his/her member's record will be the recipient.

The types of death benefits are:

- the monthly pension
- the lump sum amount.

The monthly pension is granted only to the primary beneficiaries of a deceased member who had paid 36 monthly contributions before the semester of death.

The lump sum is the amount granted to the primary beneficiaries of a deceased member who had paid less than 36 monthly contributions before the semester of death.

A funeral grant of P20,000 (effective September 1, 2000) is given to whoever pays the burial expenses of the deceased member or pensioner.



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## **10. Employees' Compensation Program (ECP)**

The Employees' Compensation Program (ECP) is a government program designed to provide a package of benefits for public and private sector employees and their dependents in the event of work-related contingencies such as sickness, injury, disability, or death.

### **Benefits and Programs:**

- a. *Loss of income benefit*** or a cash benefit given to a worker to compensate for lost income due to his or her inability to work.
- b. *Medical benefits*** which include the reimbursement of the cost of medicine for the illness or injury, payments to providers of medical care, hospital care, surgical expenses, and the costs of appliances and supplies where necessary. The medical services are limited to ward services of an accredited hospital.
- c. *Rehabilitation services*** include physical therapy, vocational training, and special assistance provided to employees who sustain a disability as a result of sickness or injury arising out of employment. The objective is to develop the workers' mental, vocational, and social potential and to help them remain as productive members of society.
- d. *Career's allowance*** which is provided to an employee who suffers a permanent total disability

(PTD) arising out of employment the extent of which is such that he or she could not on his or her own attend to his or her basic personal needs.

- e. *Death benefits*** which are granted to beneficiaries of an employee who dies as a result of sickness or injury arising out of employment. When a worker on PTD status dies, his or her primary beneficiaries shall receive eighty percent (80%) of his or her monthly income benefit plus ten percent (10%) for every dependent child but not exceeding five (5).

## **11. Separation Pay**

Separation pay is given to employees in instances covered by Articles 283 and 284 of the Labor Code of the Philippines. An employee's entitlement to separation pay depends on the reason or ground for the termination of his or her services. An employee may be terminated for just cause (i.e., gross and habitual neglect of duty, fraud, or commission of a crime), and other similar causes as enumerated under Article 282 of the Labor Code and, generally, may not be entitled to separation pay. On the other hand, where the termination is for authorized causes, separation pay is due.

**a. One-Half Month Pay per Year of Service**

An employee is entitled to receive a separation pay equivalent to one-half (1/2) month pay for every year of service, a fraction of at least six months being considered as one (1) whole year, if his/her separation from the service is due to any of the following authorized causes:

- Retrenchment to prevent losses (i.e., reduction of personnel effected by mgnt. to prevent losses);
- Closure or cessation of operation of the company not due to serious losses or financial reverses; and
- When the employee is suffering from a disease not curable within a period of six (6) months and his/her continued employment is prejudicial to his/her health or to the health of his/her co-employees.

**b. One-Month Pay per Year of Service**

An employee is entitled to separation pay equivalent to his/her one- month pay for every year of service, a fraction of at least six (6) months being considered as one whole year, if his/her separation from service is due to any of the following:

- Installation by employer of labor-saving devices;

- Redundancy, as when the position of the employee has been found to be excessive or unnecessary in the operation of the enterprise;
- Impossible reinstatement of the employee to his or her former position or to a substantially equivalent position for reasons not attributable to the fault of the employer, as when the reinstatement ordered by a competent authority cannot be implemented due to closure or cessation of operations of the establishment/ employer, or the position to which he or she is to be reinstated no longer exists and there is no substantially equivalent position in the establishment to which he or she can be assigned.

In the computation of separation pay, the salary base properly used in computing the separation pay should include not just the basic salary but also the regular allowances that an employee has been receiving

**B. COMPANY INIATED BENEFITS**

**1. Vacation Leave**

Upon regularization, all employees of Roxaco are entitled to paid vacation leave (VL) equivalent to 1.25 working days per month. The leave credits shall vary depending on the length of service with the company, as provided in the table below:

<u>Length of Service</u>	<u>Leave Credits</u>
0 - 5 years	15 days
Over 5 - 8 years	16
Over 8 - 10 years	17
Over 10 - 13 years	18
Over 13 - 15 years	19
Over 15 years	20

VL may be granted by his superior at anytime of the year. Applications for VLs must be submitted to the Senior Officer at least 3 days in advance. Employees are encouraged to enjoy time off to reinvigorate themselves

Unused vacation leave credits are converted in their cash equivalent at the end of the year.

**2. Sick Leave**

Upon regularization, all employees of Roxaco are entitled to paid sick leave (SL) equivalent to 1.25 working days per month. The leave credits shall vary depending on the length of service with the company, as provided in the table below:

<u>Length of Service</u>	<u>Leave Credits</u>
0 - 5 years	15 days
Over 5 - 8 years	16
Over 8 - 10 years	17
Over 10 - 13 years	18
Over 13 - 15 years	19
Over 15 years	20

The Company considers sick leave as any temporary absence due to illness or non-occupational injury that prevents an employee from coming to work. Application for emergency leave must be submitted upon return to work

Unused sick leave credits are converted in their cash equivalent at the end of the year.

### 3. Emergency Leave

Three (3) days of emergency leave with pay per year in addition to the employees' vacation leave credit shall be granted in cases of emergency such as bereavement (first degree of affinity or consanguinity), marriage of the employee, fire and similar calamities affecting the employee, and other serious emergencies as determined by the Senior Vice President.

Verbal approval by the superior is needed before going on leave. Application for emergency leave must be submitted not later than 5 days upon return to work.

### 4. Health Care Plan

The company provides all regular employees through a Health Maintenance Organization (HMO) provider a health card that will help them with their medical expenses. The Company pays for the total costs of the employees' coverage plus one (1) free dependent. No premiums will be paid by the employee.

Presently, the group hospitalization plan is provided by Maxicare Healthcare Corporation. Married employees or those with children can register only one dependent, who is either the spouse or a child. Single employees are not eligible to register any dependent. Features of the healthcare plan are out-patient care, preventive health care, annual check-up, in-patient care, emergency care and additional concessions depending on the job classification. Each employee will be provided with a summary of benefits.

The Group Hospitalization Levels are:

1. Platinum - Executives
2. Gold - Managers
3. Silver - Supervisors
4. Bronze - Professional/Technical and Monthly Rank and File

Dependents will enjoy the next lower hospitalization level. However, dependents of employees will also be entitled to the bronze level.

In the future, should the company decide to shift to another health care provider, principally the same coverage and range of benefits will apply.

### 5. Pre-employment Medical Exam

The company renders free routine pre-employment check up for all qualified applicants selected for any position. This includes chest x-ray and thorough vital signs and laboratory examination.

### 6. Annual Physical Medical Exam

All regular employees are schedule to undergo medical check up annually at the expense of the company.

### 7. Group Insurance Plan

For added security and protection, the Company provides a reasonable Group Life Insurance plan. All regular employees are enrolled under the plan. The Company pays for the group insurance premiums.

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## 8. Financial Assistance Plan

Purposes:

- Asset acquisition
- Medical Treatment
- Educational expenses
- Other Purposes (with CEO approval)

Loanable Amount:

- Officers below Vice President: maximum of 6 months salary but fully covered by the monetary equivalent of retirement / resignation benefits.
- Vice Presidents and up: maximum of P750,000 but fully covered by the monetary equivalent of retirement / resignation benefits.

Amortization: Semi-monthly with payments not to exceed 20% of gross monthly salary.

Interest: 1% over the company's highest short-term clean borrowing rate at the time of availment; subject to review and revision every 12 months from the time of availment.

Tenor: Minimum of 1 year  
Maximum of 4 years

Others: No multiple availments  
Clean up period of 30 days  
Employed by the Company for at least 2 yrs  
Subject to availability of funds

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## 9. Job Opportunities/ Promotions/ Training and Development

Roxaco's policy is to promote from within whenever practicable. When an opening occurs in the Company, those employees who have expressed a desire and have proven that they have the attitude and qualifications necessary to do the job will be considered before recruitment is made from the outside. Decisions to promote will be based on qualifications, experience, previous job performance, attendance record and the interest shown by the employee through his participation in the training opportunities and seminars which are available to all or upon approval by the Senior Officer.

The company believes in continuing development of potentials of an employee. For this purpose, in house or on-the-job training shall be conducted for the benefit of the employees. They may also be sent to training programs outside the company to further enhance their skills and knowledge. Also a regular employee may recommend and justify a specific seminar or course related to his function for approval by the Senior Officer.

## 10. Performance Management System Rewards

Performance Management System (PMS) is a means of obtaining better results by establishing a shared understanding of what is to be achieved, of managing, developing and motivating people in a way that it will be achieved.

The PMS rewards system enables the management to recognize and reward employees' contribution in the achievement of the corporate targets.

The mechanism involve in the implementation of the rewards recognizes the causal effect in the balanced scorecard, such that an individual who performed well will result to a better team performance, that will impact on the company's performance and to the whole group in totality.

The PMS reward is an incentive which is in the form of a variable pay wherein the cash equivalent will vary depending on the following:

- Company's performance in terms of the achievement of corporate goals and targets
- Individual performance based on the PMS rating

**11. Retirement Plan**

To provide financial assistance to Officers and Employees on their separation from the Company, either by retirement or resignation, the Company has put up a non-contributory retirement plan.

**a. Retirement Benefit**

The Plan provides for a normal retirement benefit (at age 60 yrs.) which is equal to the employees' final monthly salary as of the date of retirement for every year of service, multiplied by the applicable factor as follows:

<u>Years of Service</u>	<u>Applicable Factor</u>
Less than 5	None
5	0.50 (Normal retirement plan as per Labor Code)
6	0.60
7	0.70
8	0.80
9	0.90
10 to less than 20	1.00
20 and above	1.50

**b. Resignation Benefit**

If an employee voluntarily resigns from the Company after at least 5 years of service, he shall be entitled to receive a portion of his earned benefit credits as follows:

<u>Years of Service</u>	<u>Applicable Factor</u>
Less than 5	None
5 to less than 10	0.20
10 to less than 15	0.40
15 to less than 20	0.60
20 to less than 25	0.80
25 and above	1.00

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## C. *WHAT ROXACO EXPECTS FROM YOU*

### 1. Attendance

The success and efficiency of day-to-day operations depend to a great extent on the employees reporting for work on time each day. If the employee is absent, or even late in reporting for work, he places an extra burden on his fellow employees.

The regular workweek of the employees is from Monday to Friday, 8:00am to 5:00pm with 2-hour lunch break from 12:00nn to 2:00pm.

Tardiness in excess of 15 minutes in any given day shall be deducted from payroll. Aggregate tardiness in excess of one hour in any given month shall be ground for disciplinary action.

If for some valid reasons the employee finds it impossible to report for work, he is expected to notify his immediate supervisor personally, or as soon as the employee can determine that he will be late or absent. The employee should explain fully the reason for his absence and when he expects to be able to resume work.

The employee should not depend on friends, relatives or fellow employee to report his absence. Absences of more than one day must be reported duly unless other arrangements have been made with the employee's Department Head. Absences due to illness for two days or more require a medical certificate from the attending physician.

### 2. Dress Code

All employees are required to wear clothes in accordance with the company's dress code. Employees are expected to wear clothes appropriate to their duties and responsibilities.

Male managers are expected to wear long-sleeved polo shirts with tie or long-sleeved barong, dark pants and leather shoes. Supervisors are expected to wear short-sleeved polo shirts with tie or short-sleeved barong, dark pants and leather shoes. Employees must wear short-sleeved polo without tie or short-sleeved barong, dark pants and leather shoes. During Fridays, all level can wear short-sleeved polo shirts or any other casual shirts with collar, but may not use clothes made of denim materials.

Female managers and supervisors are expected to wear the appropriate feminine attire such as dresses and skirts. Employees can wear pants provided that these are not casual. During Fridays, all levels can wear pants provided these are still considered appropriate office attire (i.e. no miniskirts, culottes, sleeveless shirts and blouses, shorts, half-shirts, midriff blouses.)

Casual attire may be worn only during field work which requires the employee to be out of the office for four (4) hours or more.

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### **3. Company I.D.**

The Company will provide the employee with a company I.D. upon regularization. The employee is expected to wear the I.D. at all times during office hours. This will make it easy for the employees to learn the names of his fellow employees & vice versa.

The replacement of lost I.Ds. shall be subject to current replacement costs. Should the employee resign, he must return the I.D. before he can receive his final pay check, clearance and certification of employment.

### **4. Change of Status**

The employee should inform the Administrative Head if he wishes to make changes in any of the following areas:

- Name (because of marriage)
- Address and Phone Number
- Marital Status
- Dependents
- Person to notify in case of emergency
- Beneficiary for SSS Retirement benefits

### **5. Security**

An employee is encouraged to report questionable activities or suspicious circumstances to his supervisor or the security officer promptly.

### **6. Telephone Calls**

Telephones are primarily for business use and may not be used for personal calls unless necessary.

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### **7. Security Passes and Package Inspection**

A security pass, signed by the Company's designated representative, is required in order to bring out any article from the office. If the employee is bringing in any article of value, he is advised to declare it to the floor security officer for logging in the control logbook. The unauthorized removal of any company property from the premises is ground for serious disciplinary action, including dismissal.

### **8. Visitors of Employees**

The employee is not allowed to receive visitors in his place of work. In cases for bonafide emergency, however, the Security Officer will inform the employee and in turn the employee shall ask the permission of his department head to leave his work area and attend to his visitor.

### **9. Outside Employment**

While Roxaco does not intend to interfere with an employee's personal affairs or limit his outside activities, it is not in favor of employees working in other jobs even if on a part-time basis only, as this greatly affects the employee's efficiency. He is not allowed while in the employ of Roxaco to engage in any activity which is in conflict with the interest of the Company or which will interfere with the performance of his job, including consulting, whether within or outside of the working hours without the prior written consent of the Senior Officer.



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## GENERAL POLICIES

These Rules and Regulations shall apply to all employees within the company premises and/or designated jobsites. It shall likewise apply to employees outside of the company premises if it involves Company property, or when the employee is on official business/ activity or participating in a company-sponsored activity. Moreover, in situations where the cause of action arises from a “superior-subordinate” relationship, these rules shall apply.

These Rules and Regulations shall be implemented independent of any civil or criminal action that may be filed against the erring employee. All infractions shall be duly recorded and form part of the 201 file of the employee concerned.

Everyone is expected to study, understand, and adhere to these rules and regulations. No one can plead ignorance of the same.

## OBJECTIVES

1. To acquaint the employees on the fundamental patterns of standards of behavior and performance expected of everyone;
2. To serve as a constant reminder of what employees are expected to do in order to ensure and attain high level of productivity;
3. To instill proper and correct attitude on the part of employees towards their work; and

4. To provide Department Heads and Supervisors with guidelines on the administrations of employee discipline.

## ADMINISTRATION

1. The administration of discipline is a line function and all Supervisors and Managers are primarily responsible for the behavior of their respective subordinates. Therefore, it is their duty to decide and impose appropriate disciplinary action whenever necessary within the limits of their authority as follows:

1.1 Offenses punishable by a penalty of **less than one (1) month suspension** shall be decided by the Supervisor or Manager concerned in consultation with Senior Vice President.

1.2 Offenses punishable by a penalty of **more than one (1) month suspension** shall, upon the recommendation of the Supervisor or Manager, be with the assent of the Senior Vice President.

1.3 Offenses punishable by **discharge** for cause shall be with the approval of the Senior Vice President or in his absence, any other officer of higher rank.

The Human Resources Section must always be informed in writing of the disciplinary action taken for the record purposes.

2. The VPCHR may be consulted by the Supervisor or Manager concerning disciplinary cases in their unit. When a violation is noted by the HR, the Supervisor or Manager concerned shall be notified accordingly so that action may be promptly taken by them.
3. These rules and regulations are not limited to cover all company rules and regulations, but are intended to define basic policy. Hence, other rules and regulations may subsequently be issued from time to time as the circumstances warrant.

## PROCEDURE

1. Upon receipt of a written complaint or report of an alleged violation, the Supervisor or Manager concerned shall investigate and review the facts of the case, giving the respondent the opportunity to be heard.
  - 1.1 The respondent must be served with a letter informing him/her of the alleged violation and directing him/her to explain in writing within two (2) working days upon receipt of the same.
  - 1.2 A duplicate of a written notice or letter must be signed by the respondent to signify that he or she received the same. This letter shall form part of his/her 201 File.

- 1.3 If the respondent refuses to receive the same, the Supervisor or Manager shall leave a copy to the respondent in the presence of two witnesses who shall attest to the fact that the respondent refuses to acknowledge receipt of the same. Such fact must be annotated in the receiving copy by the witnesses.
- 1.4 Failure of the employee to answer in writing within the said period shall be construed as a waiver of his right to submit his answer/explanation.

2. Thereafter, the Supervisor and/or the Manager concerned shall evaluate the facts of the case.
3. The Supervisor or Manager concerned shall then prepare a written report on the alleged infraction, his findings and the appropriate penalty to be imposed, if any. A copy of the said report together with the other copies of the documentary evidences and written testimonies, if applicable, shall be forwarded to the Human Resources Section for the proper disposition.

**Note: The above procedures shall not in any manner be construed as a limitation on the exercise of Management prerogative to create an Investigating Committee should the circumstances warrant its creation.**

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## TYPES OF DISCIPLINARY ACTION

1. Any employee who commits any of the offenses defined under these Rules and Regulations may be disciplined in accordance with the following table of penalties:
  - I. **Written Reprimand.** Normally given to first time offenders for violation of petty offenses.
  - II. **Suspension for three (3) days.** This places an employee under suspension for one (3) days for committing light offenses.
  - III. **Suspension for one (1) week.** This places an employee under suspension for one (1) week for committing minor offenses.
  - IV. **Suspension for more than one (1) week but less than one (1) month.** This places an employee under suspension for more than one (1) week but less than one (1) month for committing less serious offense.
  - V. **Suspension for one (1) to six (6) months.** This places an employee under suspension for one (1) to six (6) months for committing serious offenses.
  - VI. **Discharge.** This is the termination of an employee for commission of an extremely serious violation repeated infraction of the offenses defined under the rules.

2. If the Employee commits at least three (3) different infractions within a period of twelve (12) months from the first offense, the penalty next higher in degree than that prescribed shall be imposed on the fourth and subsequent offenses.
  1. Suspension carries with it loss of all fringe benefits and privileges. Such loss of benefits and privileges however shall be limited to the entire duration of the suspension period only.
  2. Discharge for cause carries with it the forfeiture of all fringe benefits and privileges.
  3. Notwithstanding the penalties enumerated above, depending on the gravity and the nature of the offense committed, the maximum penalty of discharge may be imposed.

## MITIGATING AND AGGRAVATING CIRCUMTANCES

1. If on account of some mitigating circumstances attending a particular case, it appears that the penalty to be imposed will be so severe, the penalty next lower in degree may be imposed.
2. A penalty may be raised to a higher degree/level when the penalty to be imposed appears to be so light on account of the presence of aggravating circumstances.

## CONDONATION OR COMMUTATION OF PENALTIES

All recommendation for a reduction on penalty/ies imposed shall be approved by the Manager or the Vice President, and noted by the Human Resources Section.

## PRIVATE DISAGREEMENTS, CONTROVERSIES, CIVIL OR CRIMINAL CASES BETWEEN EMPLOYEES

Management will not intervene in any disagreements, controversies or court cases ( civil or criminal ) between employees that are personal or private in nature. However, in such private disagreement, controversy or court action causes any animosity between the employees thereby affecting the peace and order within the Company premises or affecting the efficiency of work or which may prejudice the Company, Management will adopt and put in effect such measures as may be necessary to remedy the situation, including suspension of the erring employees as circumstances or the nature of the case may require.

## ADMINISTRATION AND AMENDMENT

1. **Management reserves its right to amend, alter, modify or change these Rules as the exigencies of the time or circumstances may warrant.**
2. Every employee shall, upon employment, be furnished with a copy of these Rules and any of its amendments and must acknowledge receipt of the same writing.

## EFFECTIVITY

1. **These Rules shall supercede all other Rules and Regulations previously promulgated for ROXACO employees.**
2. These Rules shall take effect after it has been widely circulated to all employees.

## DISCIPLINARY RULES AND REGULATIONS

- I - Warning
- II - Suspension for three (3) days
- III - Suspension for one (1) week
- IV - Suspension for more than one (1) week but less than one (1) month
- V - Suspension for one (1) to six (6) months
- VI - Discharge

A. OFFENSES AGAINST PERSONS	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Provoking or instigating a quarrel, or fighting in Company premises causing light physical injuries which incapacitates a person to work for or shall require medical attendance for:				
a. one to three days	II	III	IV	VI
b. four to six days	III	IV	V	VI
c. seven to less than ten days	IV	V	VI	
2. Threatening, intimidating, coercing or harassing a fellow employee or anybody on the jobsite or on Company property at anytime. When the offense is committed against a superior, the penalty provided for insubordination shall be imposed.	IV	V	VI	

1. Inflicting less serious physical injuries (which incapacitates a person to work for ten days to thirty days or which shall require medical attendance for the same period).	IV	V	VI	
2. Inflicting serious physical injuries (which incapacitates a person to work for more than thirty days or which will require medical attendance for the same period)	V	VI		
3. Taking the life of a Company official, employee or any person willfully or thru gross negligence on company premises or jobsite.  The offenses in item 1-5 under this rule shall apply even if committed outside of company premises or during non-company time if the cause of action is work related or one that arises from a "subordinate-superior" relationship.	VI			

6. Endangering the safety of other employees through negligence.	III	IV	V	VI
7. Causing physical injuries to co-workers on account of carelessness or negligence.	III	IV	V	VI

B. OFFENSES AGAINST PROPERTY	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Malversation of Company funds.	VI			
2. Stealing Company property.	VI			
3. Stealing property belonging to another while inside Company premises.	VI			
4. Attempting to steal from Company; removing Company property from premises without approval from authorized personnel.	V	VI		
5. Willful destruction of Company property.	VI			
6. Damaging Company property thru negligence or reckless, negligent or improper use of company tools and equipment.	III	IV	V	VI

7. Unauthorized use of Company tools, equipment.	I	II	IV	VI
8. Driving or operating Company vehicles without valid license.	V	VI		
9. Vandalism/Graffiti (such as destroying office equipment / furniture; writing/ painting on the walls, restrooms, etc.)	IV	V	VI	
10. Possession of Company tools or property without authority or valid reason for processing the same.	IV	V	VI	

C. FRAUDULENT ACTS	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Falsifying Company records, reports, receipts, papers or other document.	VI			
2. Falsifying daily time records.	V	VI		
3. Falsifying signatures, using another's name, or acting in the name of the Company without express authority.	V	VI		
4. Falsifying employment records, giving or submitting false statement in applying for employment.	V	VI		

5. Obtaining or attempting to obtain materials in a fraudulent manner.	V	VI		
6. Substituting Company material or equipment with other property.	V	VI		
7. Unauthorized disclosure of information, trade secrets, and unauthorized access to information/data.	IV	V	VI	
8. Unauthorized solicitation in any form such as requests for assistance, contributions and donations either in the form of cash or otherwise.	V	VI		

D. OFFENSES AGAINST PUBLIC MORALS	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Using indecent, abusive, derogatory and/or indecorous words whether verbally or used in letters or communications addressed to the Company or to any of its officers.	IV	V	VI	

2. Circulating false or malicious information tending to malign or besmirch the good name of the Company or any of its officers.	IV	V	VI	
3. Taking part in or promoting any gambling or any other game of chance or unauthorized lottery on Company job-site.	IV	VI		
4. Committing immoral, indecent acts, or willful indecent exposure inside company premises, property or job sites.	I	II	IV	VI
5. Using profane or obscene language in addressing another person on Company premises, property or job sites.	I	II	IV	VI
6. Exhibition or distribution of pornographic materials including possession of the same in Company worksites.	I	II	III	IV
7. Engaging in illicit relationship with co-employee under scandalous circumstances or affecting work performance.	V	VI		

## SEXUAL HARASSMENT

Commission of sexual harassment or any of the sexually improper conduct defined under the Company Rules and Regulations Implementing the Anti-Sexual Harassment Act of 1995 shall be penalized pursuant to the said rules.

E. OFFENSES AGAINST SECURITY	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Neglect use of ID or any other system of identification provided or required by the Company; or giving ID to any other person not entitled to it.	I	II	III	IV
2. Unauthorized possession of ice-picks, clubs, other deadly articles or bladed instruments such as hunting knife, balisong knife, “tres cantos”, dagger etc., inside the premises of the company.	V	VI		
3. Illegal possession of explosives within the premises of the company.	VI			
4. Refusing to submit to Company authorized security personnel in the performance of their duties.	I	III	VI	

5. Refusal to submit to or disobedience or failure to meet or observe security requirements or regulations of the Company.	I	III	VI	
6. Engaging in sabotage.	VI			
7. Entering restricted areas without specific permission.	I	III	VI	
8. Conviction of a crime or felony involving moral turpitude.	VI			
9. Unauthorized disclosure or giving away without authorization restricted Company information or other data of confidential nature to any person not authorized to acquire or possess such information or data.	V	VI		
10. Reporting for work obviously under the influence of liquor or dangerous drugs as listed under the Dangerous Drugs Act of 2002.	V	VI		



11. Bringing in or attempting to bring inside Company premises, property or jobsites, alcoholic beverages or any dangerous drugs.	V	VI		
12. Drinking any alcoholic beverage or use of dangerous drugs on Company premises.	V	VI		

F. LOAFING DURING WORKTIME	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4th
1. Leaving work assignment during work hours without previous permission and without reasonable cause.	II	III	IV	VI
2. Engaging in horse-play; officiousness and noisy conduct disturbing the work of other employees.	I	II	III	IV
3. Wasting time or loitering on Company time.	II	III	IV	VI
4. Stopping work before indicated time-out.	II	III	IV	VI

5. Leaving Company premises or jobsite during working time without previous permission of supervisor.	II	III	IV	VI
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G. HABITUAL TARDINESS	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4th
4. Tardiness without reasonable cause in excess of sixty (60) minutes in any one month or five (5) times in one month.	I	II	III	IV

H. HABITUAL ABSENTEEISM	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4th
1. Absence without permission or without reasonable cause.	I	II	III	IV
5. Being absent for two consecutive days to one (1) week without permission or without officially filling leave of absence.	III	IV	V	VI

<p>3. Same as above if unauthorized absences exceed seven (7) consecutive days but not more than one (1) month</p> <p><i>Failure to return to work promptly upon expiration of vacation or sick leave shall be considered absence without leave. So that the reason justifying the absence may be considered in excusing the personnel concerned, the same must be received by or communicated to the proper authority within 24 hours from the first day of absence.</i></p>	V	VI		
<p>4. Same as above if unauthorized absences exceed thirty (30) consecutive days.</p> <p><i>Note: The penalties for violation of Paragraph H, Item # 1-4 shall be applied on a yearly basis reckoned on the immediately preceding 12 month period so that every year shall start with the penalty for the first offense.</i></p>	VI			

<p>5. Doing private work during working hours without permission. Selling any king of articles or lottery tickets, within the premises, without authorization of management.</p>	II	III	IV	VI
<p>6. Sleeping while on duty, in non-guarding or non-tending assignment.</p>	III	IV	V	VI
<p>7. Sleeping while on duty causing damage to property or physical injuries.</p>	V	VI		

I. HEALTH	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<p>1. Refusal to submit Annual Physical Examination result</p>	I	V	VI	

J. CONFLICT OF INTEREST	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
<p>1. Engaging in business or professional activity during working hours, or in any activity that goes against the interest of the Company regardless of whether the same is done during working hours or not.</p>	II	IV	V	VI

2. Writing for an outside publication, delivering outside lectures and attending speaking engagements without the prior consent of the Company.	II	IV	V	VI
3. Participating in civic, political, religious, charitable, educational, cultural, recreational or other similar activities during Company time.	II	IV	V	VI
4. Acceptance of gifts, favors, loans or other material benefits by the employee and/or member of his family from third persons (such as suppliers, and contractors) doing business or desiring to do business with the Company.	II	IV	V	VI
5. Financial involvement in any transaction between the Company and third persons which affects or influences the official judgment of the employee.	II	IV	V	VI

6. Engaging in the business of habitually lending money to employees. (Presuppose that the lending of money is with interest).	II	IV	V	VI
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K. OTHER OFFENSES	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Unjustified refusal to submit to an official investigation.	IV	V	VI	
2. Offering, asking or accepting any thing of value in exchange for a job, work assignment, work location, or favorable conditions of employment	V	VI		
3. Insubordination, refusing or neglecting to obey or to perform assigned work.	V	VI		

#### L. OTHER OFFENSES NOT COVERED ABOVE

All other offenses not listed in these Rules and Regulations shall likewise be penalized in a manner and to the extent that the Company shall deem to be just and appropriate according to the circumstances of each case. Supervisors and Managers who willfully condone offenses committed by their subordinates will be subject to the same penalties as the offender would deserve.