

OAMPI INC

EMPLOYEE MANUAL

Revised: March 2015

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Welcome message

It is with great pleasure that I welcome you as a new employee of OAMPI Inc. (OAMPI). I am very pleased that you have chosen to accept our offer of employment and know that this is the beginning of a mutually beneficial relationship. We have a great team and I am sure you will enjoy the people you will be working with.

As you go through the orientation process, keep our mission in mind. We will do our best to help you become a productive member of the team and that you have the opportunity to grow professionally in your career. In the next few weeks you will meet many coworkers, supervisors and managers. Feel free to let them know what you need to accomplish your new responsibilities. Please feel free to also ask your supervisor or contact person from the human resource department whenever questions arise.

We are looking forward to a long-term relationship and your success at OAMPI.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Davidowitz', with a stylized, cursive script.

Benjamin Davidowitz
Chief Executive Officer

About OAMPI

OAMPI Inc. was created to bridge the outsourcing gap between the clients around the world and our team in the Philippines.

Ben Davidowitz and Henry Chang founded OAMPI in 2007. Prior to founding OAMPI, they worked at companies such as AOL, Citibank, Fisher Investments, and Google where they honed their call center and outsourcing expertise.

When OAMPI started in 2007, it only had 2 employees and 1 client and it has since grown year after year. Steadily, OAMPI has grown to over 500 employees and into its present home at JAKA building.

The collective vision for OAMPI was to create an outsourcing organization focused on one thing: client satisfaction. OAMPI aims to provide a work environment that is challenging, with professional growth, and where employees work with like-minded people.

Our primary operations center is located in Makati, Philippines and our US headquarters is located in San Carlos, CA.

Vision

Our vision is to create an organization with a professional environment that serves the best companies in the world.

Mission

“Highest International Standards”

Our goal is to position OAMPI Inc. as a global leader in business process and knowledge process outsourcing providing *highest international standards* of service.

Core Values

Delivery of high quality and value of service which is reliable, innovative and client focused.

- *Deliver AMAZING Service to our Customers;*
- *Embrace and Drive Change;*
- *Be adventurous; Creative and Open-Minded;*
- *Be Passionate and Humble;*
- *Do More With Less;*
- *Honest and Open Communication;*
- *Personal Responsibility.*

SCOPE

The contents of this Manual shall apply to all employees of OAMPI and while the employees are undertaking official duties outside the Company premises. OAMPI reserves the right to amend the Manual from time to time. Such amendments shall be communicated to all employees.

GENERAL POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

It is the commitment of the Company to pursue an equal employment opportunity for all its employees. Recruitment, promotion and employment decisions are made without prejudice to race, color, sex, religion, nationality, sexual orientation, age, disability or any other factors protected by law.

CONFIDENTIALITY

During the course of employment, an employee will come into possession of Confidential Information belonging to the Company. Confidential Information shall mean **all Company records, documents, personnel/payroll records, plans, products, know-how, design, programs and all other information or data gained in the course of or incident to the employment relation**. Without prior written approval of the Company or as ordered by the court, an employee undertakes not to disclose or use the Confidential Information except as required in the direct performance of his work. This obligation shall continue even after termination of employment.

- Salary Information - everyone is expected to maintain complete confidentiality as to salary information at all times. Disclosure and discussion to co-employees, customers, clients, third parties, prospective applicants, individuals other than the authorized persons (whether in oral, written and/or use of electronic mail) of one's salaries and benefits including any raise or benefit changes or any valuable information acquired concerning salaries of co-employees IS STRICTLY NOT ALLOWED. Under NO circumstances should any employee of OAMPI discuss anyone's pay including theirs with a CLIENT/S of the company. "*Authorized persons*" are those who by virtue of their positions must know of the confidential matters pertaining to compensation like the Officers of the Company, HR, Finance, External Auditors and Lawyers of the Company.

Upon termination of the employment, the employee shall deliver to the Company all work products, materials and reports made in the course of the employment and all documents, materials and samples containing Confidential Information, and all copies thereof in the employee's possession or control and certify in writing to the Company that the employee has complied with the requirements of this policy.

INTELLECTUAL PROPERTY

Any work, invention, discovery, variety, design or improvement, whether patentable or protectable by any intellectual property right, including copyright, patents and all documentation and software programs created by an employee in the course of employment at OAMPI shall be the property of Company and the employee is deemed to have waived all rights in favor of the Company.

CONFLICT OF INTEREST

The Company absolutely prohibits any act or activity which may cause conflict between the employees' personal interest and the Company's interests in dealing with suppliers, customers, fellow employees and all other individuals who are doing business with the Company. Any employee who is in this situation must disclose the conflict to HR.

ANTI-SEXUAL HARASSMENT

The Company does not tolerate any form of sexual harassment. It must be pointed out that sexual harassment is not only a violation of the Company's Code of Conduct, but it is also a criminal act.

Under Republic Act No. 7877 or the Anti-Sexual Harassment Act of 1995, sexual harassment is committed when a person having authority, influence or moral ascendancy over another in the work environment demands, requests or otherwise requires any sexual favor from the other, regardless of whether the demand, request or requirement for submission is accepted by the object of said act.

Refer to the **Anti-Sexual Harassment Policy. (Annex "A")**

DRUG-FREE WORKPLACE

The Company promotes a safe, healthy and productive workplace, as such the Company shall enforce a Drug-Free Workplace Program where random drug testing shall be conducted to ensure that its employees continue to be free from drug abuse.

Refer to the **Drug-Free Workplace Policy. (Annex "B")**

HEALTH AND SAFETY POLICIES

- Alcohol-free and Smoke-free workplace policies.

- Tuberculosis, HIV/AIDS and Hepatitis B policies.

Refer to the **Policies. (Annex “C”)**

IT POLICY

To protect and secure the IT assets and resources, employees should adhere to IT Policy of the Company at all times. Any violation of the IT policy is subject to appropriate disciplinary action.

- E-mail is considered Company property and is to be used primarily for Company business. Personal Messages via E-mail is considered inappropriate and is not permitted on Company E-mail. Employees are reminded that e-mail messages are not private and confidential and that OAMPI management has the right to review your emails at any time.

The Internet may be used primarily for Company business. In using the Internet, employees are prohibited from placing Company material (including copyrighted software, internal correspondence, etc.) on any publicly accessible Internet website such as forums, blogs, and social networks without permission from the Management.

Please refer to the **IT Policy.**

DRESS CODE AND COMPANY ID

It is encouraged that employees dress up in smart casual attire or when required, in business attire. In all instances, employees must maintain a professional appearance and behavior.

All employees are required to wear Identification Cards within the premises of the Company as well as when transacting or negotiating business on behalf of OAMPI.

EMPLOYEE UPDATES

The employee should notify the HR of any changes in the *name, status, address, contact number, family, dependent and emergency information*. The income tax, health benefit and insurance may be affected by changes in the family situation.

All personnel files will be kept confidential.

TYPES OF EMPLOYMENT

Regular Full-Time Employee – one who successfully passed probation and works at least 40 hours a week on a regular basis. A regular employee performs task that are necessary or desirable in the usual business of the Company.

Regular Part-Time Employee – one who works less than forty (40) hours a week. They are not entitled to Company benefits.

Probationary Employee – one who is undergoing a probationary period of no longer than six (6) months to determine whether he is qualified for regular employment. *At the time of hiring, the Company has conveyed the reasonable standards of performance that are expected from a probationary employee, in order to qualify for regularization.*

Contractual Employee – one who is hired for a fixed period determined at the time of hiring.

Project Employee – one who is engaged for a specific project or phase thereof, the completion or termination of which has been predetermined.

PERSONNEL MOVEMENT

Promotion

Advancement from one position to another accompanied by an increase of duties and responsibilities and maybe accompanied by an increase in salary.

Transfer

Movement from one position to another, with equivalent rank, level or salary without break in service.

Demotion

Movement from one position to another position with lower rank and/or decrease in responsibilities which may involve reduction of salary.

Resignation

A written notice of resignation should be submitted to HR, generally, at least thirty (30) days before the date that the employee intends to leave the Company. The Management may waive the 30-day notice if it is in the best interest of the Company to do so. All resigning employees should complete clearance procedures prior to the effective date of their resignation.

Termination

An employee may be dismissed from work for just or authorized causes provided under the Philippine Labor Code or the Company Code of Conduct. Employees who are dismissed from employment should surrender all Company issued items on the last day of work and process their clearances.

Separated employees found to have unsettled accounts with the Company shall not be cleared. Failure to settle liabilities will hold the employee liable for legal action. At its discretion, the Company may deduct from the last pay, all the liabilities of the employee.

Retirement

The mandatory retirement age is 65 years old. An employee, however, may opt to retire at age 60 pursuant to Article 287 of the Labor Code.

PERFORMANCE REVIEW

During employment, performance review and assessment shall be made on a regular basis. This may comprise of actual training, coaching sessions or performance evaluations.

TYPES OF PERFORMANCE REVIEWS

Probationary Employment

The conversion from probationary to regular status of employment shall be based on satisfactory compliance with the standards, overall evaluation, and other requirements set forth in the matrix for regularization. Only employees who successfully completed their probationary period and who have satisfied the Company standards and requirement for regularization may be granted regular status employment.

The performance shall be evaluated regularly during the probationary period. The Company may, at its sole discretion, confirm or terminate the probationary employment based on the result of the performance evaluation, which also encompasses other basis as justification.

Regular Employment

All regular employees under the Operations Department will be evaluated on a weekly or monthly basis depending on the campaign assignment. This evaluation may be on top of the Performance Improvement Plan (PIP) for the particular campaign. As for other regular employees, the performance appraisal may be at least twice a year.

Semi-Annual Performance Review.

Every six (6) months after an employee's regularization, there will be a Performance Review. The Company may at its discretion grant a salary increase or bonus after every performance review period. In the exercise of this prerogative, the Company may be guided by the following conditions:

- 1) The employee completed six (6) months of assessment;
- 2) The overall average score is between 80-100;
- 3) The current salary is within the salary range (companywide and campaign assignment)

If the above conditions are satisfied, the Company may in its discretion, grant a salary increase or a bonus equivalent to 1% to 5% of the employee’s monthly salary. In case the current salary is already the maximum pay for the campaign, only a bonus may be given.

Performance periods:

| Period | Evaluation and processing | Salary Adjustment/Bonus |
|------------------|----------------------------------|--------------------------------|
| January to June | July | August 10 th |
| July to December | January | February 10 th |

Coverage:

Applies to all full-time regular employees excluding project based, contractual, part-timers, consultants or fixed-term/temporary employees. A positive review does not guarantee salary increases or bonus, nor does it imply continued employment.

BENEFITS

A. LEAVES

Sick Leave

Regular employees who have completed six (6) months shall be entitled to five (5) days of sick leave. For every month thereafter, the employee will earn an additional 0.84 days per month worked. Probationary, contractual employees may be allowed to take sick leave days but will not be considered as paid leave. Even if the employee has no leave credit yet, filing of applicable leave is mandatory as basis of excused absence/s.

Vacation Leave

Regular employees who have completed six (6) months shall be entitled to five (5) days of vacation leave. For every month thereafter, the employee will earn an additional 0.84 days per month worked. Probationary, contractual employees may be allowed to take vacation days but will not be considered as paid leave. Even if the employee has no leave credit yet, filing of applicable leave is mandatory as basis of excused absence/s.

Maternity Leave – This is given to all pregnant women, married or unmarried. This leave may last for sixty (60) calendar days for normal delivery, miscarriage or spontaneous abortion, or seventy-eight (78) calendar days for caesarean section delivery. This can be availed for the first four (4) deliveries.

Paternity Leave – Seven (7) working days are granted to all married male employees for each of the first four children. An employee may avail of the paternity leave when his lawful wife with whom he is cohabiting with gives birth or suffers a miscarriage. The employee

must apply for leave within reasonable time prior to the delivery and avail the benefit within 60 days from date of birth or miscarriage. This leave is not convertible to cash.

Solo Parent Leave – Seven (7) working days entitlement is given to all solo parents who have rendered at least one (1) year of service and who are recognized solo parents by the Department of Social Welfare and Development (DSWD). This leave can be availed every year and is not convertible to cash.

Special Leave Benefit for Women: Two (2) months with pay following surgery caused by gynecological disorders such as but not limited to hysterectomy, mastectomy and ovariectomy, provided the employee must have rendered six (6) months continuous aggregate service for the past 12 months. The employee must apply for leave within reasonable time prior to the surgery.

Leave of Absence for Domestic Violence– Up to ten (10) days paid leave for an employee who is a victim of domestic violence against women and their children.

A request letter and an appropriate certification i.e. from Punong Barangay or Kagawad, Prosecutor or Clerk of Court and with accompanying medico-legal report. This would provide information that there is a pending application for protective order, investigation, prosecution and/or trial of the case.

For availment of leave benefits, refer to the **Procedures for leave applications HR No.2013-5-001**.

B. INCENTIVES

Referral Bonus policy

For qualified employees who help identify suitable and competent talent to meet the personnel requirement of the Company, a referral reward may be granted. Details are provided under **Memorandum HR No. 2013-003**.

Attendance premium

Covers employees with “Attendance Premium” provision in their employment contracts. To be entitled thereto, an employee should not incur/avail any absence, tardiness, unpaid leave, paid/unpaid sick leave or emergency leave in a month. Details are provided under **Memorandum HR No. 2013-004**.

C. HEALTH CARE

The Company provides healthcare benefits for those employees who have rendered at least six (6) months continuous service.

1. HMO
2. Dental Benefit
3. Life Insurance
4. Annual Physical Examination

A qualified employee is entitled to include one (1) dependent under the HMO, subject to the following conditions:

| Length of service | Company share | Employee share |
|--------------------------|---------------------------|---------------------------|
| 1 to 2 years | 50% of the Annual Premium | 50% of the Annual Premium |
| 3 to 4 years | 60% of the Annual Premium | 40% of the Annual Premium |
| 5 years | 80% of the Annual Premium | 20% of the Annual Premium |

D. OTHER BENEFITS

Employees are entitled to all statutory benefits such as SSS, Philhealth, Pag-Ibig (HDMF), ECC, Holiday pay, Overtime pay and Night Shift Differential.

ORIENTATION

All new employees are given proper orientation before allowed to start working to ensure that they are welcomed properly and oriented on the set-up, policies and procedures, facilities and rules in the Company.

Employee Code of Conduct

POLICY STATEMENT

To attain efficiency and order in the performance of work, the Company has established the Code of Conduct. This Code however should not be considered as all inclusive of all possible violations. Any act or behavior, although not expressly mentioned under the Code, that is deemed detrimental to the Company shall nevertheless be dealt with accordingly. Moreover, other rules and regulations may subsequently be issued as may be deemed necessary and appropriate.

SCOPE

This Code of Conduct shall apply to ALL employees and supersedes the previous COC.¹ The Company reserves the right to impose a heavier penalty than that specifically prescribed if the circumstances so warrant.

TYPES OF PENALTIES

1. **Verbal Warning.** A warning done verbally by the Immediate Head/Supervisor to the offending employee who committed minor faults. This warning, although verbal, shall be documented and acknowledged by the sanctioned employee.
2. **Written Warning.** This is a written notice following an employee's failure to correct an earlier problem or a repeated violation of an offense. A written warning may be issued if the offense is serious enough to warrant it even without a prior verbal warning.
3. **Final Written Warning.** This is a written notice given with a stern warning that a repeated violation shall merit termination. A final written warning may be issued if the offense is serious and grave to warrant the same even without a prior verbal warning or written warning.
4. **Termination.** This results in the cessation of the employer-employee relationship at the instance of the Company based on legal causes.

At the discretion of the Company, the penalty of **ULTIMATUM (or any other less severe penalty such as suspension or demotion)** may be imposed in lieu of termination depending on the circumstances of the case. Effectively, the imposition of an **ULTIMATUM** affords the employee another chance to continue working for the Company.

¹ Previously committed infractions are carried over and shall correspond to similar or applicable offenses listed in this revised COC. This Manual covers the general conduct of all engaged personnel of the Company.

STEPS IN HANDLING ADMINISTRATIVE CASES

Step 1: Complaint/Incident Report

- 1.1 The complaint/incident report (IR) must be written in a clear, concise and simple language stating the material facts subject of the complaint/IR, and if applicable, the relevant documents. The IR must answer the 5 W's (Who, What, Where, When and Why) and 1 H (How).
- 1.2 The complaint/IR must be submitted to HR immediately from happening or discovery of the reported violation/s.
- 1.3 HR, on its own, may proceed with the Notification process upon discovery of an apparent violation.

Step 2: Notification

- 1.1 HR shall study the completeness of the complaint/IR. If sufficient in form, the HR shall proceed to issue a corresponding Notice to the concerned employee who shall be given five (5) days to submit a written explanation.
- 1.2 An employee who fails to submit a written explanation without justifiable cause shall be deemed to have waived his right to be heard.
- 1.3 If necessary, after submission of the written explanation, an Administrative Hearing shall be conducted.
- 1.4 Pending the investigation, the employee may be placed under preventive suspension without pay for a period not exceeding thirty (30) days if his continued employment poses a serious and imminent threat to the life or property of the Company or the employee's co-workers.

Step 3: Resolution

- 1.1 After the investigation, the case shall be resolved. If the employee is cleared of the charges subject of the complaint/IR, a corresponding Notice shall be issued. On the other hand, if the employee is found guilty, HR shall impose a corresponding penalty.
- 1.2 In the imposition of the penalty, HR shall first determine if the employee has previous violations on record.
- 1.3 Should the employee refuse to sign the Notice, he will still be given a copy of the resolution in the presence of two witnesses and HR shall note on the copy that the employee "refused to sign" and have the witnesses write their name, signature and date therein.

CATEGORY OF PENALTIES and CLEANSING PERIOD

Level 1- Minor violations where the 1st infraction warrants a penalty of Verbal Warning.

Level 2- Serious violations where the 1st infraction warrants a penalty of Written or Final Warning.

Level 3- Severe violations where the 1st infraction warrants a penalty of Termination.

Cleansing Period- Cleansing period begins on the day after the penalty is served. If the employee did not commit the same offense for three (3) consecutive months following the imposition of the penalty, sanction for the next offense will be lowered from the previous level.

INFRACTIONS

RULE I

| OFFENSE AGAINST PERSONS | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|---|-------------------------|-------------------------|-------------------------|-------------------------|
| Sec. 1- Inflicting or attempting to inflict physical injury upon a co-employee or any person, visitor, client within Company premises, except in self-defense. | Termination | | | |
| Sec. 2- Provoking, instigating, conspiring or engaging in a fight or any kind of confrontation within company premises, or in connection with work and/or during work related activities outside company premises. | Termination | | | |
| Sec. 3- Threatening, coercing, intimidating or the commission of any criminal offense (<i>ex. estafa, extortion etc.</i>) against a Company officer, employee or client, or while inside Company premises. | Termination | | | |
| Sec. 4- Any act of harassment or retaliation, including sexual harassment, which shall apply to all employees regardless of one's rank/position. | Termination | | | |
| Sec. 5- Use of profane, derogatory or improper language within Company premises. If directed to a person, penalty shall be termination. | Written Warning | Final Warning | Termination | |
| Sec. 6- Any grave insult or any malicious imputation of a crime, vice or defect, or any act tending to cause dishonor or contempt against Company officers, employees and clients. | Termination | | | |

RULE II

| OFFENSE AGAINST PROPERTY | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|--|-------------------------|-------------------------|-------------------------|-------------------------|
| Sec. 1- Stealing, pilfering, misappropriating, altering, or concealing Company property or any property found within Company premises. Unauthorized possession, transfer, substitution or removal of Company property. | Termination | | | |
| Sec. 2- Destroying, damaging, losing or defacing Company property or record. Negligence resulting in loss or damage to property. | Termination | | | |
| Sec. 3- Use of Company property for personal enjoyment or for non-work related matters (<i>ex. Surfing the internet, watching videos, playing games, etc.</i>) Inappropriate use of Company property. | Written Warning | Final Warning | Termination | |
| Sec. 4- Unauthorized access to restricted data or documents. | Termination | | | |
| Sec. 5- Fraudulent transactions involving Company property (<i>ex. fraud in obtaining or releasing of supplies, etc.</i>) | Termination | | | |
| Sec. 6- Any violation of the IT Policy or act which compromise the integrity, security or adversely affect efficiency of the network, drive or any IT asset of the Company or client. | Written Warning | Final Warning | Termination | |
| Sec. 7- Any violation of the IT Policy or act that may compromise the integrity, security, operation or efficiency of the network, drive or any IT asset of the Company or client. (<i>ex. computer security breach, preventing/disrupting access or normal operations, accessing someone else's account, computer or password, hacking, copying/installing of programs, introduction of viruses, downloading/sending files/emails, etc.</i>) | Termination | | | |

RULE III

| OFFENSE AGAINST COMPANY INTEREST | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|---|-------------------------|-------------------------|-------------------------|-------------------------|
| Sec. 1- Abandonment and or leaving work station or workplace during duty without permission from immediate supervisor. | Written Warning | Final Warning | Termination | |
| Sec. 2- Unauthorized activity inside Company premises (<i>ex. selling, offering goods or services, loitering around work stations, staying at work station, etc.</i>) Any illegal activity shall merit termination. | Verbal Warning | Written Warning | Final Warning | Termination |
| Sec. 3- Deliberate slow-down or restriction of services or production; inducing co-employees to do the same. | Termination | | | |
| Sec. 4- Breach of Non-Disclosure Agreement or any unauthorized disclosure of confidential/non-public Company information, such as but not limited to, trade secrets, sensitive data, contracts, pay-slips or financial information etc. Any material breach of an obligation or undertaking under contract or Manual. | Termination | | | |
| Sec. 5- Falsifying or tampering with Company records, files or property. Providing fabricated, falsified, tampered, misleading information, documents or testimony to the Company. | Termination | | | |
| Sec. 6- Any dishonest, deceitful or fraudulent act or any similar act, attempt or omission prejudicial to the Company, its officers, employees or clients. (<i>ex. Covering up substandard work, etc.</i>) | Termination | | | |
| Sec. 7- Conflict of Interest in any Company transaction or work (<i>ex. favoring suppliers for personal gains, receiving consideration to perform job, etc.</i>) | Final Warning | Termination | | |
| Sec. 8- Any act showing disrespect or unprofessionalism to customers or clients (<i>ex. abrupt closing of call, use</i> | Termination | | | |

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|--|------------------------|----------------------|--------------------|--|
| <i>of profane language, holding of line, etc.)</i> | | | | |
| Sec. 9- Any act prejudicial to the Company's business; tending to destroy or lower the reputation or the good name of the Company or its officers. | Termination | | | |
| Sec. 10- Any act which is improper or contrary to Company values, includes inaction or failure to act/report relevant matters (<i>ex. accidents, untoward incidents, etc.</i>) to the Management. | Written Warning | Final Warning | Termination | |
| Sec. 11- Breach by the employee of the trust reposed in him by Management. | Termination | | | |
| Sec. 12- Serious Misconduct. Transgression of an established rule, a forbidden act, a dereliction of duty, willful in character. | Termination | | | |
| Sec. 13- Working for another (Moonlighting) without Company approval. | Termination | | | |
| Sec. 14- Extracting Company information from employees and superiors for personal gain. | Termination | | | |

RULE IV

| OFFENSE AGAINST WORK QUALITY AND STANDARDS | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|--|-------------------------|-------------------------|-------------------------|-------------------------|
| Sec. 1- Simple negligence- failure without justifiable cause to comply with work quality, standards or duty, or inefficiency/negligence in general. | Written Warning | Final Warning | Termination | |
| Sec. 2- Gross Negligence or Inefficiency- gross failure, negligence or inefficiency to comply with work quality, standards or duty having adverse effect on the operations or the business. | Termination | | | |
| Sec. 3- Willful or repeated violation of work/campaign regulation, instruction, rule or policy whether verbal or written (<i>ex. failure to rebut client, etc.</i>) | Termination | | | |
| Sec. 4- Failing the Performance Improvement Plan (PIP) Program. | Termination | | | |

| | | | | |
|--|------------------------|------------------------|----------------------|--------------------|
| <i>(program structure may depend on the particular campaign)</i> | | | | |
| Sec. 5- Sleeping while on duty | Termination | | | |
| Sec. 6- Feigning illness to excuse one's self to work. | Final Warning | Termination | | |
| Sec. 7- Tardiness <i>Reporting to work at any time after the assigned work schedule.</i> | Verbal Warning | Written Warning | Final Warning | Termination |
| Sec. 8- Failure to report for work related activity (ex. rehashing session, Promo briefing) without authorization. | Written Warning | Final Warning | Termination | |
| Excused Absence- one that is properly called-in and with valid excuse and/or supporting documents | | | | |
| Sec. 9- Unexcused Absence <i>The employee failed to properly notify the Management of his/her absence two (2) hours prior to assigned work schedule or the reason for absence is not acceptable and is not supported by any document as proof.</i> | Final Warning | Termination | | |
| Sec.10- Unauthorized change in work schedule. | Final Warning | Termination | | |
| Sec. 11- Consistent Absenteeism <i>At least two (2) incidents per month for two consecutive months of absence whether excused or not, except for approved vacation leave.</i> | Final Warning | Termination | | |
| Sec. 12- Absence without official leave (AWOL) <i>Failure to report to work without an approved leave of absence and not notifying the Company of the reason/cause of absences of two or more consecutive days.</i> | Termination | | | |
| Sec. 13- Failure to return to work upon the expiration of the authorized vacation leave or leave of absence or break without proper advice to Management (except for emergency reasons) | Termination | | | |
| Sec. 14- Absence on a payday, on a working holiday, or on the day before or after rest day or after a scheduled leave. | Final Warning | Termination | | |
| Sec. 15- Failure to render overtime work, without valid reason, after proper notice. | Termination | | | |
| Sec. 16- Failure/late log in or out (or break in or out), or failure to use right button time recording system, or the | Verbal Warning | Written Warning | Final Warning | Termination |

| | | | | |
|---|----------------------|--------------------|--|--|
| improper taking thereof. | | | | |
| Failure of the Team Leader/OIC to plot the correct schedule in HRIS. | | | | |
| Sec. 17- Any act on the floor that may jeopardize, interfere, disrupt or have detrimental effect on the service or work. <i>(ex. Use of mobile phone while on duty, use of non-related language, etc.)</i> | Final Warning | Termination | | |

RULE V

| OFFENSE AGAINST SAFETY, HEALTH, DECENCY AND ORDER | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|--|---------------------------|-------------------------|-------------------------|-------------------------|
| Sec. 1- Unauthorized possession of firearms, explosives or other deadly/hazardous/banned objects within Company premises. | Termination | | | |
| Sec. 2- The use, being under influence of, possession, delivery or sale of illegal/restricted drugs/drug paraphernalia within Company premises. The use, possession or being under the influence of alcohol within Company premises, except during Company events. | Termination | | | |
| Sec. 3- Violation of the Drug-Free Workplace Policy. | Refer to Annex "B" | | | |
| Sec. 4- Displaying unruly, disorderly, indecent, lewd, inappropriate or immoral conduct/behavior within Company premises or during Company events. / using profane language or indecent language. | Final Warning | Termination | | |
| Sec. 5- Violation of Security or Safety rules and regulations. Any act that compromises the safety, health, sanitation or security of employees or anyone in the Company premises. <i>(ex. Reporting for work with contagious disease, forcing entry to Company premises, ignore doctor's or nurse's advice, cause injury to employees, etc.)</i> | Termination | | | |
| Sec. 6- Unauthorized access to restricted areas. | Written Warning | Final Warning | Termination | |
| Sec. 7- Wearing inappropriate attire | Verbal | Written | Final | Termination |

| | | | | |
|--|----------------|----------------|----------------|--|
| <i>(ex. Shorts, tank tops, slippers, revealing clothes)</i> , failure or improper wearing of issued ID; eating food or drinking beverages at work station and other operations area. | Warning | Warning | Warning | |
|--|----------------|----------------|----------------|--|

RULE VI

| OFFENSE AGAINST OFFICERS OR LAWFUL ORDERS | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|--|-------------------------|-------------------------|-------------------------|-------------------------|
| Sec. 1- Any act of utter disrespect to Company officers or superiors. | Termination | | | |
| Sec. 2- Willful disobedience, insubordination or blatant disregard to Company directives, rules and regulations, or to the lawful orders of the Company or any of its officers and superiors. | Termination | | | |
| Sec. 3- Commission of an offense against Company officers or any of their immediate family members or duly authorized representative. | Termination | | | |
| Sec. 4- Failure to adhere to the PPE requirements after 3 notices. | Termination | | | |
| Sec. 5- Violation of other Company directives memoranda or policies not covered by specific penalty graduation. | Verbal Warning | Written Warning | Final Warning | Termination |

RULE VII

| OFFENSE FOR FAILURE TO SUPERVISE | 1 st offense | 2 nd offense | 3 rd offense | 4 th offense |
|--|-------------------------|-------------------------|--------------------------|--------------------------|
| Sec. 1- Failure of the Supervisor/Leader/Immediate Head to report any violation of Company rules and policies to protect the erring personnel. | Termination | | | |
| Sec. 2- Failure of Team Leader to immediately report to HR instances of tardiness and absences of his agents. | Verbal Warning | Written Warning | Final Warning | Termination |
| Sec. 3- HRIS Schedule Plotting Failure to plot the team schedule one (1) week prior to the next month or two (2) days before the next weekly schedule. | Final Warning | 1 day suspension | 2 days suspension | 3 days suspension |

Effective March 2015 at the discretion of the Company, the cleansing period rule may apply to the following offenses, except when Ultimatum has already been imposed:

| Rule | Section | Offense |
|-------------|--------------------|--|
| II | 3 | Use of Company property for non-work related matters |
| III | 2 | Unauthorized activity |
| IV | 7, 9 and 15 | Tardiness; Unexcused absence; Time recording/biometrics system |
| V | 7 | Inappropriate attire/ID |

Receipt and Acknowledgment of OAMPI Manual

I, the undersigned, acknowledge receipt of the Manual with Code of Conduct (revised edition: February 2015) of OAMPI Inc. I undertake to comply with my obligations stated therein. I understand that the policies including the offenses and corresponding sanctions described in it are subject to change and may be done so by the Company at any time for reasons it deems fit.

I further understand that my continued employment with OAMPI INC. is governed by the following agreement:

1. That it is my responsibility to access it via HRIS (Human Resource Information System) with the following link and log-in details:

USERNAME : _____

PASSWORD: _____

LINKS:

- <http://hris.oampi.com/accessone/login>
- 192.168.0.51/accessone/login

2. That I agree to diligently perform the duties and responsibilities pertaining to the job which I have been hired for and other such duties that the Management may assign from time to time.

3. That I agree and shall faithfully comply with the Company policies, rules and regulations, and meet the standards of performance prescribed by the Company.

4. That I have read and will devote to familiarize myself with its contents and follow its provisions to the best of my ability.

EMPLOYEE'S PRINTED NAME

EMPLOYEE'S SIGNATURE

DATE

POLICY AGAINST SEXUAL HARASSMENT

Sexual harassment is any act of unwanted or offensive sexual advances or suggestions. It includes sexually offensive remarks, retaliation for refusing sexual advances, and display or distribution of offensive photographs.

Sexual harassment constitutes a violation of both the law (Republic Act 7877 or the Anti-Sexual Harassment Act of 1995) and the Company Code of Conduct, hence unacceptable at OAMPI. Any employee, regardless of rank or position found guilty of sexual harassment, in general, shall be subjected to severe disciplinary measures.

Examples of this prohibited conduct are:

1. Offering employment benefits, such as promotions, favorable compensation etc., in exchange for sexual favors;
2. Unwelcomed verbal conduct of a sexual nature, such as using sexually vulgar or degrading words;
3. Unwanted sexual gestures, flirtations or any unwelcome touching of another person's body;
4. Any act of sexual nature which is annoying, disgusting or offensive.

Procedure in Sexual Harassment Cases

An employee who experiences any act of sexual harassment should report the incident immediately to his/her immediate supervisor or to HR. Upon receipt such report by HR, initial steps shall be taken to prevent further commission of harassment and/or have the matter clarified and, if possible, settled between the parties. At the discretion of the concerned employee, he or she may file a formal complaint with HR and the same will be forwarded to the Committee on Decorum and Investigation (CDI) which shall be tasked to handle all complaints of sexual harassment.

The CDI shall be composed of five members, three (3) from Management and one (1) each from supervisory rank, and rank-and-file.

SECTION 1. Complaint.

Must be in writing and signed by the complainant. It shall contain the following:

- i. Full name and designation of the complainant and the respondent;

- ii. Allegations/Statement of facts;
- iii. Evidence, in support of the complaint, if any;
- iv. Documents, such as signed written statement/s of witness/es, if any.

SEC. 2. Proceeding. – Within three (3) working days from filing of the complaint, the CDI will be convened and a corresponding Notice to Explain (NTE) will issued to the respondent with regard to the sexual harassment charge filed against him/her.

SEC. 3. Answer. - The respondent is required to submit his written explanation within five (5) working days from receipt of the NTE. The Answer shall contain the following:

- i. Full name and designation of the respondent.
- ii. Statement of relevant facts.
- iii. Evidence/Documents, such as written statement/s of witness/es, in support of the answer, if any.

SEC. 4. Mediation Conference. - The CDI shall set one (1) mediation conference between the parties for possible settlement. Only the parties may attend the conference. It shall be conducted within three (3) working days from the receipt of the respondent's Answer. If there is a strong chance for settlement, both parties may request for another mediation conference.

Any amicable settlement shall be in writing, signed and attested to by both parties; and the case shall be deemed to have been resolved with finality.

SEC. 5. Hearing. - Should there be no settlement between the parties, a hearing on the case shall proceed and be scheduled within (3) working days from termination of the mediation conference. The hearings will be concluded as soon as possible, preferably within seven (7) working days.

No postponement shall be granted except in meritorious cases. A party's failure to appear at the scheduled hearings despite due notice shall constitute that his/her right to be present and/or submit his/her evidence/s.

SEC 6. Decision. - Within three (3) working days after the last hearing date, the CDI shall finalize its investigation and issue a decision which is final.

CONFIDENTIALITY AND IMPARTIALITY

Each complaint shall be handled with utmost confidentiality. Any member of the CDI who complains or is complained of sexual harassment shall inhibit himself/herself from participating in the deliberations of the Committee.

RETALIATION

An employee who is found guilty of employment based retaliation against anyone who brings a complaint of sexual harassment or who speaks as a witness in the investigation of a complaint of sexual harassment shall be sanctioned accordingly.

SEMINAR

As a proactive approach against sexual harassment, the Company shall conduct regular Anti-Sexual Harassment seminars to increase awareness and educate its employees.

DRUG-FREE WORKPLACE PROGRAM

DRUG TESTING

To ensure that OAMPI continues to be a drug-free workplace, the Company imposes as a condition for 1) pre-employment and 2) continued employment that an employee is free from any kind of drug abuse. Towards this end, the Company shall subject its employees to a requisite pre-employment drug testing and random drug testing.

PRE-EMPLOYMENT DRUG TESTING

This is part of the pre-employment medical examination. A positive result will mean that an employee is not fit to work.

RANDOM DRUG TESTING PROCEDURES

1. Drug testing shall consist of both the screening test and the confirmatory test (this latter test is required only if the screening test result is positive).
2. The Company has the sole prerogative to designate the accredited drug testing clinic.
3. Employee selection for random drug testing is done thru random selection of numbers representing an employee number and is preferably conducted every four (4) months. A maximum of three (3) employees can be selected for each random selection conducted. Only the Chairman of the Assessment Team shall have prior knowledge of the drug testing selection and schedule.

The Assessment Team shall be composed of the Company nurse, HR representative, Management representative, a supervisory rank representative and a rank-and-file employee representative.

4. On the scheduled screening test date, the Chairman shall notify and direct the employee to immediately submit himself to drug testing at the designated clinic. Refusal to comply with the directive shall subject the employee to disciplinary action.

A drug test is valid for one (1) year. However, additional drug testing may be required for just cause as in the following cases:

- a. in cases of workplace – and after-workplace-related accidents, including incidents that could have potentially resulted to accidents.
- b. following treatment and rehabilitation to establish fitness for returning to work.

c. in light of clinical findings and/or upon recommendation of the Assessment team.

SANCTIONS

1. An employee who is found and/or is confirmed positive for drug use shall be penalized as follows:
 - a) First time offenders or for Voluntary admission: **Final Written Warning.**
If the Assessment team recommends rehabilitation, the employee must go on leave without pay and undergo rehabilitation within 15 days from receipt of the corresponding directive.
 - b) Repeated drug policy violators and those who refuse to go on leave and undergo rehabilitation: **Termination.**
 - c) Rehabilitation
 - a. Drug rehabilitation shall be for a maximum period of six (6) months. During the rehabilitation period, the employee will be on Leave without pay and will not be entitled to benefits until he actually resumes his job.
 - b. After rehabilitation, the employee is required to present a certificate from the center that he/she has successfully undergone the rehabilitation. The Assessment Team, in consultation with the Head of the Rehabilitation Center, shall evaluate the status of this employee and recommend if the employee is eligible to return to work.
 - c. If after six (6) months, the employee's drug dependency is still not treated, he will be dismissed from employment.

CONFIDENTIALITY

The employee selection, screening result and all other information related to the drug testing procedures done shall be kept confidential. The screening test result shall be relayed directly to the employee concerned and to the Assessment Team.

Exceptions to confidentiality are:

1. When required by law;
2. Required by public health and safety concerns;
3. When authorized in writing by the employee himself.

Expenses for the drug testing (screening and confirmatory tests) shall be borne by the Company.

ALCOHOL-FREE WORKPLACE POLICY

Under the Company Code of Conduct, reporting for work intoxicated or under the influence of liquor and possession thereof within company premises are strictly prohibited. In this light, the Company formally adopts this alcohol-free workplace policy.

I. ALCOHOL PROHIBITED

The Company explicitly prohibits the following:

1. Use, possession, solicitation or sale of alcohol in the workplace; or
2. Impairment or under the influence of alcohol which may cause/causing adverse effect on employee's work performance, safety of co-employees or Company's reputation.

II. DEFINITION OF TERMS

1. Alcohol- means the intoxicating agent in beverage, including but not limited to malt beverages such as beer, wine and hard/intoxicating liquor.
2. Alcohol use or consumption- refers to the consumption of any beverage, mixture or preparation containing alcohol
3. Drunkenness/Intoxication- is the state of being intoxicated by consumption of alcoholic beverages to a degree that mental and physical faculties are noticeably impaired.
4. Cause Testing- A form of alcohol-test assessment conducted by the Company when an employee is suspected to be under the influence of alcohol. The Company request its suspected employee to submit himself to alcohol test.
5. "Involved in an on-the-job accident or injury"- An accident of any person within the workplace immediately or proximately caused by the employee under the influence of alcohol.
6. Near Miss- An incident which could have led to any injury or fatality of employees and/or considerable damage to the employer had it not been curtailed.
7. Post-Accident Testing- A form of alcohol-test assessment conducted by the Company to those employees involved in an on the job accident or injury.

8. Workplace – Any office or property owned, leased or operated by the Company or at any other place where an employee performs work for the Company.

9. Field sobriety tests- refer to standardized tests to assess and determine intoxication, such as the horizontal gaze nystagmus, the walk-and-turn, the one-leg stand, and other similar tests.

III. TESTING PROCEDURE

A. Cause-Test

1. If an employee's demeanor, appearance or other external factors cause to suspect that he is intoxicated or under the influence of alcohol, the employee shall be required to undergo testing (cause-test) either field-sobriety or medical test. Refusal to be subjected to alcohol testing shall be a ground for disciplinary action and/or be deemed as an admission of being intoxicated.

An employee's voluntary admission of being intoxicated may be considered as a mitigating factor in the imposition of the penalty.

2. If the cause-test showed a positive result, the employee will be sanctioned accordingly.

B. Post Accident-Test

1. An employee involved in an accident or a near miss in the workplace shall be subjected to a post accident-test. Refusal to be subjected to alcohol testing shall be a ground for disciplinary action and/or be deemed as an admission of being intoxicated.

An employee's voluntary admission of being intoxicated may be considered as a mitigating factor in the imposition of the penalty.

2. If the cause-test showed a positive result, the employee will be sanctioned accordingly.

IV. TREATMENT, REHABILITATION AND REFERREAL

For employees who voluntarily seek assistance, the Assessment Team shall determine whether or not an employee addicted to alcohol would need referral for treatment and/or rehabilitation in a Department of Health-Accredited Center.

If the Assessment team recommends rehabilitation, the employee must go on leave without pay and benefits and undergo rehabilitation within 15 days from receipt of the corresponding directive.

The Assessment Team shall be composed of the Company nurse, HR representative, Management representative, a supervisory rank representative and a rank-and-file employee representative.

V. MONITORING AND EVALUATION

The implementation of the alcohol-free workplace policy and program shall be monitored and evaluated periodically by the Assessment Team to ensure that the goal of an alcohol-free workplace is met.

SMOKE-FREE WORKPLACE POLICY

I. POLICY

The Company formally adopts a smoke-free workplace policy. Thus, the entire company premises is declared as a “**NO SMOKING ZONE**”.

II. OBJECTIVES

To promote a healthy working environment by ensuring a smoke free indoor air quality for all employees, for both smokers and non-smokers and to contribute to the health and well-being of all employees thereby increasing their productivity.

To promote awareness of the hazards of smoking and exposure to second hand smoke.

III. DEFINITION OF TERMS

A. Smoking - refers to the act of carrying a lighted cigarette (including electronic cigarette or personal vaporizer or electronic nicotine delivery system) or tobacco; whether or not it is being inhaled or smoked.

B. Company premises – Any office or property owned, leased or operated by the Company; or where a worker is temporarily or permanently assigned.

C. Secondhand Smoke - side stream smoke which refers to the smoke coming from a burning cigarette directly, or mainstream smoke, which refers to the smoke exhaled from lungs of smokers.

IV. COMPLIANCE

The smoke free workplace policy is applicable to all employees and non-employees alike. Non-employees will include but are not limited to contractors, suppliers, visitors, guests, et. al.

V. PROGRAM AND IMPLEMENTATION

A smoke-free workplace policy awareness program shall be part of the orientation for newly-hired employees and for employees who wish to learn more about the health risks of smoking. Employees who signify their intent quit smoking are to be referred to DOH accredited smoking cessation clinics.

The implementation of the smoke-free workplace policies and programs shall be monitored and evaluated periodically by the Health and Safety Committee or other similar Committee shall be tasked for this purpose.

VI. PENALTY

Employees found violating this policy shall be penalized as follows:

- 1st offense- Verbal Warning
- 2nd offense- Written Warning
- 3rd offense- Final Warning
- 4th offense- Termination

POLICY ON TUBERCULOSIS (TB) PREVENTION AND CONTROL

I. COVERAGE

This Program shall apply to all employees regardless of employment status.

II. DEFINITION OF TERMS

1. TB disease - refers to both pulmonary and extrapulmonary tuberculosis

a. Pulmonary TB - refers to disease involving the lung parenchyma and is either symptomatic or asymptomatic.

b. Extra-pulmonary tuberculosis - is TB disease involving tissues other than the lungs (pleural and mediastinal lymph node TB are considered extrapulmonary TB). An individual is considered to have extrapulmonary TB if he/she has the clinical presentation consistent with TB disease of the site involved and the following:

- Certification from the attending physician attesting to the diagnosis of extrapulmonary TB and
- At least one mycobacterial smear/culture positive from an extrapulmonary site (organs other than the lungs), or histological and/or radiographic evidence from the involved site consistent with TB.

2. DOT (Directly Observed Treatment) - This is an activity wherein a trained health worker for treatment partner personally observes the patient to take anti-TB medicines every day during the whole course of the treatment of smear positive case.

3. Standard Precautions - set of infection control practices used to prevent transmission of diseases that can be acquired by contact with blood, body fluids, non-intact skin (including rashes), and mucous membranes. Standard Precautions include: 1) hand hygiene, 2) use of personal protective equipment (e.g., gloves, gowns, facemasks), depending on the anticipated exposure, 3) respiratory hygiene and cough etiquette, 4) safe injection practices, and 5) safe handling of potentially contaminated equipment or surfaces in the patient environment.

III. PROGRAMS

A. Preventive Strategies

Conduct of Tuberculosis (TB) Advocacy, Training and Education

- a. TB information and education, focusing on the nature, frequency, treatment and control of the disease, shall be conducted by the health and safety committee, through information dissemination, counselling or lectures.
- b. The Company shall continue providing adequate ventilation and sanitary facilities, and observe standard for space requirement for avoidance of overcrowding.

B. MEDICAL MANAGEMENT

- a. Employees who have symptoms or at risk (*i.e. diagnosed family members*) of TB shall immediately seek medical assistance. Employees diagnosed with TB shall adhere to the prescribed course of treatment.
- b. Employees with TB, and if requested, their family members, are to be referred to private or public DOTS centers. The Company shall report all disclosed TB cases to DOLE.
- c. Any contact in the workplace shall be traced and accordingly required to be clinically assessed.
- d. Employees shall comply with standard TB precaution and the preventive measures.

C. NON-DISCRIMINATION AND CONFIDENTIALITY

- a. There shall be no discrimination of any form against employees from pre to post employment, including hiring, promotion, or assignment, on account of their TB status. Non-discrimination policy shall likewise apply to co-workers.
- b. Unless certified as medically fit to work by the Company's health provider, an employee diagnosed with TB shall not be permitted to report for work.
- c. As far as practicable and subject to business requirements, the Company may consider providing flexible leave or work arrangements for employees afflicted with TB.
- d. Any information relating to TB medical treatment/s shall be kept confidential.

D. COMPENSATION

Employees shall be provided access to Social Security System and Employees Compensation benefits as may be provided for under the law.

E. MONITORING

The Health and Safety Committee shall periodically monitor and evaluate the implementation of this Policy

HIV/AIDS WORKPLACE POLICY

I. COVERAGE

This Program shall apply to all employees regardless of employment status.

II. DEFINITION OF TERMS

1. Human Immunodeficiency Virus (HIV) - the virus which causes AIDS.
2. AIDS (Acquired Immune Deficiency Syndrome) - a condition characterized by a combination of signs and symptoms caused by HIV contracted from another which attacks and weakens the body's immune system making the afflicted individual susceptible to other life-threatening infections.
3. HIV and AIDS Education - the provision of information on the causes, prevention and consequences of HIV and AIDS and activities designed to assist individuals to develop the confidence and skills needed to avoid HIV and AIDS transmission and to develop more positive attitude toward people living with AIDS and HIV.
4. Standard Precautions - set of infection control practices used to prevent transmission of diseases that can be acquired by contact with blood, body fluids, non-intact skin (including rashes), and mucous membranes. Standard Precautions include: 1) hand hygiene, 2) use of personal protective equipment (e.g., gloves, gowns, facemasks), depending on the anticipated exposure, 3) respiratory hygiene and cough etiquette, 4) safe injection practices, and 5) safe handling of potentially contaminated equipment or surfaces in the patient environment.

III. PROGRAMS

A. Preventive Strategies

1. HIV-AIDS information and education, with particular focus on the prevention, magnitude and impact of the disease, shall be conducted through information dissemination, counselling, training or lectures led by the health and safety committee. This shall also form part of the orientation of newly hired employees.

2. Screening, Diagnosis, Treatment and Referral to Health Care Services

- a. The Company shall encourage positive health seeking behavior through Voluntary Counseling and Testing.
- b. Employees shall be provided with access to diagnostic and treatment services. The Company shall encourage and facilitate referral to Social Hygiene Clinics of LGU for HIV screening.
- c. The Company shall likewise provide access to government programs being offered for the affected employees
- d. Employees shall comply with standard precaution and preventive measures.

B. SOCIAL POLICY

1. Non-discrimination and Confidentiality

- a. Discrimination in any form from pre-employment to post- employment, including hiring, promotion or assignment, termination of employment based on the actual, perceived or suspected HIV status of an individual is prohibited. Non-discrimination policy shall likewise apply to co-employees.
- b. Workplace management of sick employees shall not differ from that of any other illness.
- c. HIV/AIDS status and other related medical information of applicants and employees shall be confidential, any disclosure to the Company shall be on a voluntary basis. Access to personal data relating to an employee's HIV status shall be bound by the rules of confidentiality consistent with provisions of R.A. 8504.
- d. Co-employees shall not be obliged to reveal any personal information relating to the HIV/AIDS status of fellow workers.
- e. Unless certified as medically fit to work by the Company's health provider, an employee diagnosed with *HIV/AIDS* shall not be permitted to report for work.
- f. As far as practicable and subject to business requirements, the Company may consider providing flexible leave or work arrangements for employees afflicted with *HIV/AIDS*.

IV. IMPLEMENTATION AND MONITORING

The Health and Safety Committee shall periodically monitor and evaluate the implementation of this Policy.

WORKPLACE POLICY ON HEPATITIS B

I. COVERAGE

This Program shall apply to all employees regardless of employment status.

II. DEFINITION OF TERMS

1. Hepatitis B - Hepatitis B is a contagious liver disease that results from infection with the Hepatitis B virus. When first infected, a person can develop an “acute” infection, which can range in severity from a very mild illness with few or no symptoms to a serious condition requiring hospitalization.

- Acute Hepatitis B - refers to the first 6 months after someone is exposed to the Hepatitis B virus. Some people are able to fight the infection and clear the virus. For others, the infection remains and leads to a “chronic,” or lifelong, illness.
- Chronic Hepatitis B - refers to the illness that occurs when the Hepatitis B virus remains in a person’s body. Over time, the infection can cause serious health problems.

2. Standard Precautions - set of infection control practices used to prevent transmission of diseases that can be acquired by contact with blood, body fluids, non-intact skin (including rashes), and mucous membranes. Standard Precautions include: 1) hand hygiene, 2) use of personal protective equipment (e.g., gloves, gowns, facemasks), depending on the anticipated exposure, 3) respiratory hygiene and cough etiquette, 4) safe injection practices, and 5) safe handling of potentially contaminated equipment or surfaces in the patient environment.

III. PROGRAMS

A. Education and Preventive Strategies

1. Hepatitis B information and education, with particular focus on the prevention, magnitude and impact of the disease, shall be conducted through information dissemination, counselling or lectures led by the Health and Safety committee.

2. All employees are encouraged to be immunized against Hepatitis B after securing clearance from their physician.
3. Workplace sanitation and proper waste management shall be regularly monitored by the Health and Safety committee.

B. Non-discrimination and Confidentiality

1. There shall be no discrimination of any form against employees on the basis of their Hepatitis B status. Employees shall not be discriminated against, from pre to post employment, including hiring, promotion, or assignment because of their hepatitis B status.
2. Persons with Hepatitis B related illnesses may work provided they are medically certified fit to work.
3. Applicants and employees' Hepatitis B status and other related medical information are confidential, any disclosure thereof shall be on a voluntary basis. Access to personal data relating to employee's Hepatitis B status shall be strictly limited to medical personnel and the Health and Safety committee. Co-employees may not be compelled to reveal any related information about their fellow employees.

C. Work-Accommodation and Arrangement

As far as practicable and subject to business requirements, the Company may consider providing flexible leave or work arrangements for employees afflicted with Hepatitis B positive or with Hepatitis B - related illnesses.

D. Screening, Diagnosis, Treatment and Referral to Health Care Services

1. The Company shall refer and provide access to diagnostic and treatment services for employees for appropriate medical evaluation/ monitoring and management.
2. Employees shall comply with the standard precaution and the preventive measures.
3. Employees with Hepatitis B may inform the health care provider or the company nurse on their Hepatitis B status, especially, if their work activities may increase the risk of Hepatitis B infection and transmission or put the Hepatitis B positive at risk for aggravation.

E. Compensation

Employees shall be provided access to Social Security System and Employees Compensation benefits as may be provided for by law.

IV. IMPLEMENTATION AND MONITORING

The implementation of the policy and program shall be monitored and evaluated periodically by the Health and Safety committee.