**OBJECTIVE**

Establish general procedures that are effective, transparent, and allow to obtain the sequence of steps to be taken for recruitment, selection, and contracting staff. Similarly, establish administrative guidelines for cases that conclude industrial relations with the worker.

**INTRODUCTION**

The implementation of clear policies and practices, with equitable and transparent procedures, is an indispensable tool not only to create reliable and stable mechanisms, but to promote accountability in the effective management and use of worker recruitment and outsourcing, allowing to contribute to the rights and obligations of each of the participants.

**RESPONSIBILITIES**

1. Employees and supervisory staff are responsible for faithfully complying with these policies and procedures.
2. The Human Resources department is responsible for ensuring the correct application of the same.

**PROCEDURE**

1. **Recruitment of staff**

The process of selecting and hiring staff, as well as employee promotions, should be oriented to the existence of vacancies or the creation of new places, which are generated by the following reasons: staff upgrades, resignation, abandonment of work, dismissal of personnel, death of the employee, or needs of the company.

Personal Definitions

* Internal employee- Staff contracted directly by the company or site.
* Migrant- Who arrives in a country or region other than his place of origin to settle in it temporarily or definitively.
* Apprentices- A beginner in a given technique.

Definitions of time

* Temporary - Staff hired for a specified period of time
* Plant - Staff hired with an undetermined time

This procedure applies to both plant, **temporary, apprentice, migrant and intern** c**andidates:**

1. The department where the vacant position has been generated communicates and requests through the Human Resources department (check with the site if they use any format for the staff request) to reposition the position.
2. The Human Resources department will start with the publication of the requested vacancy, complying with the company's policies, through the channels that the company uses.
   1. **Anti-bribery and corruption** policy: THE COMPANY does not request any fees or accept deposits of any kind as bribery in any of its activities and industrial relations.
3. Human Resources carries out the selection of resumes and/or job applications that meet. the requirements established for the vacancy.
4. Selected candidates are contacted by phone to schedule interviews.
5. Applicant candidates should be evaluated with psychological, technical, and knowledge tests when applying.
6. The evaluation and selection criteria will be in accordance with the profile of the position to be hired, complemented by psychological and technical evaluations when applied. Evaluation criteria can be a combination of the following categories: level of study, work experience, skills and abilities, the interview, and testing.
7. Candidates will be the ones that best meet the evaluation criteria and the position profile. No candidate shall be discriminated against by applying the non-discrimination policy.
8. All contracting persons must provide at least the original documentation and copy as proof of address, birth certificate, ID document, unique personal identification number and/or an identity document proving that they are of legal age, applying the child and youth work policy. Only the documents in copy will be left in the file and the employee will be returned the original documentation that is provided, being accredited the receipt of this, under the signature in the acknowledgement of receipt of documentation.

The following Policy should be reported to all workers in the recruitment process:

According to the low production seasons, the following Policy will apply with respect to how the calculation and method of payment will be to workers.

**Low-term payment policy**

"During periods of low productivity or sales, employees, either plant or temporary, wage payment will be calculated by (describe the form of payment, they may be paid per hour worked, per day worked, for productivity, etc.), this will be as a prior agreement to the different activities carried out by each worker during the period."

**Working standards**

1. **General**
2. Employees must attend their work every working day, in accordance with the established ordinary official schedule and in accordance with other special schedules deemed appropriate by the nature of the services concerned. In accordance with the provisions of the Internal Labour Regulations.
3. The staff will carry out their regular work in the official places and facilities indicated to them in a formal manner. They may also perform them in places or facilities other than those, when required by the service and provided that it does not harm the employee.
4. Appropriate clothing that has been established for different areas and jobs is mandatory; as well as the use of special clothing and personal protective equipment (PPE) such as boots, gloves, gown, apron, lenses, helmets, etc., which has been granted to them by the company for the performance of their tasks and no deductions or retentions will be made for these items of good use and care, the non-compliance with their use is considered in error, in accordance with the Internal Labour Regulations. The worker who loses or wears out the items provided to him must replenish them with his own economic resources.
5. The use of the i.d. is mandatory for all staff during their working day; non-compliance with its use is considered non-compliance with the Internal Labor Regulations.
6. The Human Resources department will keep a personnel register containing late arrivals, absences, permits, and licenses granted, stating the start and end dates of the same.
   1. **Attendance and Late Arrivals**
7. Employee assistance and punctuality shall be controlled by a digital check clock system and exceptionally, where there is no check clock or where the employee works in a place other than the one assigned, it shall be carried with duly sealed marking sheets to be awarded by the Human Resources department. The attendance log shall enter the start time of the working day as well as the end time of the workday.
8. It is prohibited to change the check clock in place, without the approval of the Human Resources department and the manipulation thereof, as well as the subtraction of the information, by a person other than the person who was originally assigned that task.
9. Any employee who marks their card, or signs the attendance record after the regulated time, will be determined to be tardy.
10. Tardiness shall be regarded as disciplinary misdeeds and shall be punished, unless justified in the occurrence of a proven fortuitous event or force majeure.
    1. **Time to take food**
11. Workers have the right to enjoy some time to eat their food or take a break from their duties.
    1. **Absences**
12. It is considered an absence not to attend the workplace on a full day of work and can only be justified by illness that has a medical certificate, for reasons of proven force majeure or because the employee is on regularly granted leave or permit, the documents submitted will be recorded in the employee's file. The presentation of the medical certificate does not exclude the obligation to communicate to the immediate supervisor by a reliable means.
13. Departures of staff during regular working hours are prohibited, unless for justified reasons, and with formal authorization from the employee's immediate superior.
14. Any permit requested must be in the form of a request for permission and as far in advance as possible, duly signed and sealed by the immediate chief as the case may be.
15. An employee who, by force majeure or illness, must communicate it to his immediate superior on the same day or within a reasonable time according to the circumstances of each case.
    1. **Disabilities**
16. For disabilities because of sickness and maternity, workers may give notice by telephone and present the disability issued by the Social Security Department either to the immediate head or to the Human Resources department.
17. Human Resources will record the days granted for payroll matters and safeguard the document in the personnel file.
18. **Resignation and Settlement**

Determine according to the legal provisions, the amounts that correspond for voluntary or settlement waiver.

Causes of termination of the employment relationship are:

1. Voluntary Waiver. - When the worker expresses his voluntary desire to terminate the employment relationship.
2. Conclusion of the contract for a certain period of time. - When the company does not need to extend the contract.
3. Absences from its unjustified work for three times in a 30-day period, administrative minutes will be lifted and notice of termination of contract will be delivered.
4. Where the worker fails to comply with the obligations laid down in the terms of the contract or because of the deficiency of the tasks entrusted, the termination of the contract shall apply.
5. Collective termination of working relationships in terms of law, or the others referred to in section 47 of Federal Labor Law.

The termination of labor relations shall be in adherence to the provisions of the Federal Labor Law, Internal Regulations.

The calculation of the settlements shall be in accordance with the provisions of the law, the income tax regulations, the Social Security Act, and its Regulations.

Voluntary Renunciation

1. The employee informs his immediate boss of his decision to stop working with the company, in an acceptable period to leave his position without commitments or pending emergencies.
2. The worker will deliver the waiver document letter to the Human Resources area.
3. The immediate boss conducts an exit interview, recording the motives that the worker decided to make the decision. In case these reasons are internal to the company, the solution is sought so that they do not happen again. and, where appropriate, recover the worker.
4. Human Resources verifies that the worker does not have any debts to the company and proceeds to the calculation of settlement.
5. The receipt is drawn up, settlement letter.
6. **Payment of Settlement**

Article 47 of the Federal Labor Act lays down the conditions for justified dismissal without liability for the employer.

If a fault is discussed, such as lying about educational qualifications or knowledge, in acts of violence, damaging the company's assets, going to work under the influence of alcohol or drugs, among others.

In this case the company is not obliged to compensate for the dismissal and will only pay:

**Settlement**

The settlement occurs when the worker and the employer terminate the employment relationship voluntarily and correspond at least in these cases:

1. The worker voluntarily quits his/her job.
2. The temporary contract or given time contract is terminated.
3. Terminate the worker's contract for serious mis faults in accordance with the contract and internal labor regulations.
4. Disability for illness.
5. Death of the worker.

The settlement payment must include:

* Days worked.
* The proportional part of annual bonus.
* The proportional part of vacation.
* The proportional part of the holiday premium.
* The Seniority Premium (12 days of salary for each year worked) must be paid to workers who have 15 years of service in the company.
* Other current benefits included in the employment contract or under the conditions governing the relationship with the company or employer such as bonds, commissions, savings fund, profits, among others.

The Federal Labor Law also lays down the conditions for unjustified dismissal and shall be paid:

**Settlement**

Settlement occurs in at least these 3 conditions:

1. The company terminated one’s contract for reasons that have nothing to do with one’s performance, but with restructuring of the area.
2. Closing of the company or disappearance of one’s position; unjustified dismissal.
3. Resignation due to serious misconduct committed by the employer, article 51 of the Federal Labor Law, such as deception, threats, violence, harassment, sexual harassment, reduction of wages, or existence of a serious danger to the safety or health of the worker or family member.

A worker who has been unjustifiably dismissed shall be entitled to claim payment of:

* Days worked.
* Compensation consisting of the amount of three months' salary (Constitutional Compensation).
* The proportional part of annual bonus.
* The proportional part of vacation.
* The proportional part of the holiday premium.
* The Seniority Premium (12 days of salary for each year worked) must be paid to workers who have 15 years of service in the company.
* Other current benefits included in the employment contract or under the conditions governing the relationship with the company or employer, such as bonds, commissions, savings fund, profits, among others.

**Frequency**

Whenever new staff is required or a situation is presented with staff related to loans, waivers, hires.

**RELATED DOCUMENTS**

* Internal Work Regulations.
* Contract.
* Notice of protection of personal data.
* Confidentiality agreement and non-disclosure of information.
* Acknowledgement of receipt of documentation.
* Personal loan format.
* Permission format.
* Overtime format.
* Resignation letter format.
* Exit interview format.
* Organization chart and position profile.

**CORRECTIVE ACTIONS**

Corrective actions should include reviewing non-conformity, determining causes, establishing an action plan to address such non-conformities and prevent future incidents, their implementation and monitoring; to ensure that the actions have solved the problem.

**Verification**

* All procedures, documents and policies will be reviewed before each season or annually.
* This document should be reviewed at the beginning of each season, at least annually, or when any changes are necessary.
* The General Manager, in conjunction with the staff involved, will have to review annually the effectiveness and applicability of this document.

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| Reviewed:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  HR Department Manager | Approved:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  General Manager |