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CUSTOMS MEMORANDUM ORDER

NO. 03-2019

SUBJECT : Revised Guidelines on Retention/Renewal Job Order and/or Contract of Service Personnel in the Bureau of Customs – Central Office and Collection Districts

INTRODUCTION.

It is observed that there has been a marked increase in the hiring of contract of service in the Bureau. The trend clearly indicate that there is a need to regulate and/or control the hiring of such personnel.

This CMO is implemented in the interest of service and in view of the need to standardize the qualifications and to rationalize the hiring of Job Order (JO) and/or Contract of Service (COS) Personnel in the Bureau of Customs – Central Office and Collection Districts.

Further, this CMO is issued in compliance with Joint Circular No. 01, s. 2017 issued by the Department of Budget and Management, Commission on Audit and Civil Service Commission.

Section 1. SCOPE.

- 1.1 This CMO shall cover retention of all Job Order and/or Contract of Service Personnel in the Central Office, and the Collection Districts.
- 1.2 Technical/Unique positions such as Attorney, Engineer, Architect, Chemist and the like shall be processed through provisions of Republic Act 9184.

Section 2. OBJECTIVES.

- 2.1 To provide simplified and unified guidelines in the retention/renewal of personnel for JO and/or COS in the Bureau of Customs;
- 2.2 To clarify the procedure for retention/renewal of persons under JO and COS, and define the responsibilities of the Appointing Authority, Budget Division, Accounting Division and the Human Resource and Management Division (HRMD); and
- 2.3 To ensure compliance with the existing accounting, auditing and budgetary rules and regulations as well as other applicable laws.

Section 3. DEFINITION OF TERMS.

- 3.1 Job Order** – refers to piece of work (pakyaw) or intermittent or emergency jobs such as clearing of debris on roads, canals or intermittent or emergency jobs such as clearing of debris on the roads, canals, waterways, etc. after natural/man – made disasters/occurrences and other manual/trades and crafts services such as carpentry, plumbing, electrical and the like. These jobs are of short duration and for specific piece of work. (JC No. 1, s. 2017).
- 3.2. Contract of Service** – refers to the engagement of the services of an individual, private firm, other government agency, non – governmental agency or international organization as consultant, learning service provider or technical expert to undertake special project or job within a specific period. (JC No. 1, s. 2017).
- 3.3. Contract of Service Provider** - refers to an individual, a government agency, private or non – government entity, duly – registered and recognized by authorized government agencies to provide consultancy services in their respective field of expertise.
- 3.4 Institutional Contract** - refers to the agreement between the government agency and contractor or service provider duly – registered and recognized by authorized government agencies to provide services such as janitorial, security, consultancy and other support services.
- 3.5 Support Services** – may include janitorial, security, driving, data encoding, equipment and grounds maintenance and other services that support the day to day operations of the agency.

Section 4. GUIDELINES ON HIRING.

- 4.1** In order to reduce to the minimum the hiring of contract of service, job order or emergency employees, consultants and other contract of service in the Bureau, all are enjoined to observe strictly the following rules and regulations in recommending renewal contracts or agreements:
 - 4.1.1** Where the work to be accomplished is very urgent, but in utilizing the regular staff, other functions of the agency will be unduly prejudiced;
 - 4.1.2** Where programs/activities/projects will be completed at a fixed date, or where there is no fixed date of completion, prolonged delay in or non – completion of the P/A/P undertaking will:
 - a.** Cause financial loss or embarrassment to the government or its instrumentalities; or

- b. Negate or render useless the purpose thereof; and
- c. Result in losses, damages or impairment to government programs.

4.1.3 Where the service to be rendered is urgent and of short duration and the services is to be terminated thereafter, which in no case shall exceed one year.

- 4.2** No JO/COS workers shall be hired to perform general support services that are already outsourced, e.g. security guards or utility workers when there are existing contracts for security or janitorial services.
- 4.3** To maintain the highest level of professionalism and to avoid conflict of interest, any JO/COS should not be employed to any company that has direct/indirect transaction with the bureau of customs i.e. brokerage, importer or exporter.
- 4.4** BOC reserves the right to conduct background check on the applicants from outside the BOC to determine their employment history and past performance. The results of the background check may be used as one of the bases for renewal.
- 4.5** No Job order or contract of service personnel shall assume his/her duties without an approved/signed contract. Any official or employee who shall permit the reporting of any individual without approved contracts shall be meted with penalty for Violation of Reasonable Office Rules and Regulations up to Gross Insubordination in accordance to Customs Memorandum Order No. 25 – 2010 re: Bureau of Customs Function – Specific Code of Conduct, under Title IV – Offenses and their Corresponding Penalties, Section 2, to wit:

OFFENSE	PENALTY
Violation of Reasonable Office Rules and Regulations	1 st Offense - Reprimand
	2 nd Offense – Suspension for one day (1) to thirty (30) days
	3 rd Offense - Dismissal
Gross Insubordination	1 st Offense – Suspension for six (6) months to one (1) year
	2 nd Offense – Dismissal

4.6 All request for JO/COS personnel should be endorsed to the Office of the Commissioner through the Office of the Deputy Commissioner, Internal Administration Group.

4.7 Signatories of the Contract shall be:

- a. The Commissioner as the "First Party;" No contract is deemed approved without the signature of the Commissioner;
- b. Person under contract of service/job order as the "Second Party;"
- c. Deputy Commissioner for Internal Administration Group (IAG) as "Witness;" and,
- d. Head of the Organizational Unit of the Receiving Office as "Witness."

4.8 Notarizing the Contract shall be borne upon expense of the "Second Party."

4.9 In observance of the austerity measure issued by the Department of Finance (DO No. 056.2018) and pursuant to the COA, CSC, and DBM Joint Circular No.1, s. 2018 , all JOS/COS shall observe the following prescribed, qualifications, positions and pay range:

Prescribed Position Title and Salary Grade Range

<i>Qualifications</i>	<i>Position Title</i>	<i>Salary Grade</i>	<i>Daily pay as per SSL 4th Tranche</i>	<i>Daily 5% Premium</i>	<i>Place of Assignment</i>
<i>Education:</i> Completion of at least two (2) years in college <i>Experience:</i> 1 year of relevant experience <i>Training:</i> 4 hours of relevant training <i>Preferably with:</i> Career Service Sub - Professional Eligibility	Administrative Services Assistant	08	PhP. 761.73	PhP. 38.09	All Administrative Services and Interim Offices
<i>Education:</i> Elementary Graduate <i>Experience:</i> None required <i>Training:</i> None required	Administrative Services Aide	04	PhP. 600.64	PhP. 30.03	All Administrative Services and Interim Offices

<p><i>Eligibility:</i> None - required / (MC 11, s. 96 - Cat. III)</p>					
<p><i>Education:</i> Elementary Graduate</p> <p><i>Experience:</i> None - required</p> <p><i>Training:</i> None - required</p> <p><i>Eligibility:</i> None - required / (MC 11, s. 96 - Cat. III)</p>	Driver Courier I	04	PhP. 600.64	PhP. 30.03	General Services Division
<p><i>Education:</i> Completion of at least two (2) years in college</p> <p><i>Experience:</i> None-required</p> <p><i>Training:</i> None-required</p> <p><i>Preferably with:</i> Career Service Sub - Professional Eligibility or Data Encoder (MC 11, s. 96 - Cat. I)</p>	Data Encoder	07	PhP. 715.36	PhP. 35.77	All Administrative Services and Interim Offices
<p><i>Education:</i> Bachelor's Degree in Architecture</p> <p><i>Experience:</i> None-required</p> <p><i>Training:</i> None-required</p>	Architect	12	PhP. 1,042.64	PhP. 52.13	General Services Division

<p><i>Eligibility:</i> RA 1080</p> <p><i>Education:</i> Bachelor's Degree in Accountancy</p> <p><i>Experience:</i> None-required</p> <p><i>Training:</i> None-required</p> <p><i>Eligibility:</i> RA 1080</p>	<p>Accountant I</p>	<p>11</p>	<p>PhP. 943.36</p>	<p>PhP. 47.16</p>	<p>All Administrative Services and Interim Offices</p>
<p><i>Education:</i> Bachelor's Degree in Law</p> <p><i>Experience:</i> None-required</p> <p><i>Training:</i> None-required</p> <p><i>Eligibility:</i> RA 1080</p>	<p>Attorney I</p>	<p>16</p>	<p>PhP. 1,526.55</p>	<p>PhP. 76.33</p>	<p>Legal Service (valid until new attorneys are hired for the RCMG)</p>

- 4.10 All other positions not included above, i.e. Technical Assistant, Intelligence Specialist shall be coursed through Bids and Awards Committee observing Republic Act 9184: Procurement law of the Philippines.
- 4.11 Interim Offices and Administrative Services shall be given priority for the renewal and hiring of JO and COS.
- 4.12 Hiring and renewal of JO and COS shall be based upon the existing budgeting, accounting and auditing rules and regulations and other relevant laws.

Section 5. LIMITATIONS/PROHIBITIONS.

- 5.1 Renewal of contract of service shall be limited to consultant, learning service providers, and/or other technical experts to undertake special project or job within a specific period. The project or job is not a part of the regular functions of the agency, or the expertise is not available in the agency, or it is impractical or more expensive for the government agency to directly undertake the service provided by the individual or institutional contractor.

- 5.2 Hiring/Renewal of job order shall be limited to emergency or intermittent work, such as clearing of debris on roads, canals, waterways, etc. after a natural/man-made disasters/occurrences; other trades and crafts, and manual tasks such as carpentry, plumbing, painting, electrical, and the like which are not part of the regular function of the agency.
- 5.3 Persons under contract of service or job order shall not be made to perform, in any case, functions which are part of the job description of the agency's existing regular employees.
- 5.4 Persons under contract of service or job order shall not be designated to positions exercising control or supervision over regular and career employees.
- 5.5 Persons under contract of Service or job order shall not be related within the third degree of affinity or consanguinity to the appointing authority, the immediate supervisor or the chief of office.
- 5.6 Persons under contract of service or job order must not have been previously dismissed from the government service by reason of an administrative offense.
- 5.7 Persons under contract of service or job order must not have reached the compulsory age of 65.
- 5.8 Services of persons under contract of service and/or job order are not covered by Civil Service Law and Rules; thus, not creditable as government service. They do not enjoy the benefits enjoyed by government employees, such as leave, Personnel Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), and 13th- Month pay, and other similar remunerations.
- 5.9 Applicants who hold position to any company that directly or indirectly do business with the BOC shall not be accepted as a Contract of Service of Job Order personnel.

Section 6. OPERATIONAL PROVISIONS

6.1 Procedure.

- 6.1.1 Thirty days (30) before the end of the contract, the head of office/group/division in need shall request renewal of contract of JO/COS personnel to be submitted to the Office of the Deputy Commissioner, IAG containing the following details: position and time frame or period of hiring (*Annex A*).
- 6.1.2 Previously terminated Contract of Service/Job Order who was found in violation of existing rules and regulation under the Customs Modernization and Tariff Act, Book V of Executive No. 291, and other relevant Civil Service Rules and Regulations and pertinent laws.

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- 6.1.3 For purposes of renewal or hiring, the endorsement shall have the following attachment for each recommendee:
 - a. Duly notarized and properly accomplished Personal Data Sheet (PDS);
 - b. NBI Clearance;
 - c. Certification (Services to be rendered cannot performed by an organic personnel) (*Annex B*)
 - c. Performance Certificate (*Annex C*) and;
 - d. Performance Evaluation (*Annex D*).
- 6.1.4 The IAG shall endorse request for renewal of JO/COS to the Administration Office for evaluation and review; (ATTN: Human Resource Management Division).
- 6.1.5 The HRMD shall evaluate the request particularly the recommended COS's function and salary.
- 6.1.6 The HRMD shall prepare the contract and endorse the same to the Budget Division for Issuance of availability of fund.
- 6.1.7 Budget Division shall return the proposed contract to the HRMD with certification attached or stamped on the contract that funds are available as may be warranted.
- 6.1.8 HRMD shall transmit the contract to IAG with attached documentary requirements for signature of the "first party".
- 6.1.9 IAG shall endorse the contract to the Commissioner for his signature as the first party and the signature of the witnesses.

6.2 Functions of Office

- 6.2.1 The Requesting/Receiving Office shall take charge of:
 - a. Furnishing and submitting request for renewal (*Annex A*);
 - b. Justifying the need to renew the services of JO/COS personnel; and,
 - c. Endorsing the following documents to HRMD:
 - c.1. For purposes of renewal and/or hiring:
 - i. Duly notarized and properly accomplished Personal Data Sheet (PDS);
 - ii. NBI Clearance;

iii. Certification (Services to be rendered cannot performed by an organic personnel) (*Annex B*)

iv. Performance Certificate (*Annex C*) and;

v. Performance Evaluation (*Annex D*).

c. 2. For purposes of payment of services rendered:

i. For initial payment of services rendered (in triplicate copy: 2 originals and photocopy):

i.1 Certificate of Assumption, (*Annex E*);

i.2 Certified True Copy of Contract of Service;

i.3 Accomplishment Report;

i.4 Daily Time Record with Biometric Record;

i.5 Monthly report on Absences and Undertime; and,

i.6 Official Business Form and/or Customs Personnel Order in cases when the COS/JO rendered services outside the BOC.

ii. For payment of monthly services rendered:

ii1. Accomplishment Report;

ii2. Daily Time Record with Biometric Record;

ii3. Monthly report on Absences and Undertime; and,

ii4. Official Business Form and/or Customs Personnel Order in cases when the COS/JO rendered services outside the BOC.

6.2.2 The IAG shall take charge of:

a. endorsing requests for renewal of JO/COS personnel to HRMD for processing; and

b. endorsing contracts of JO/COS to the Commissioner for signature.

6.2.3. The HRMD shall take charge of:

a. Reviewing and screening endorsed JO/COS personnel for renewal;

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- b. Requesting for availability of funds from the Budget Division;
 - c. Endorsing JO/COS personnel contract to the Administration Office;
 - d. Informing the JO/COS personnel of the approval of his/her contract for notarization;
 - e. Providing Identification Card to all COS/JO – the design of which will be distinct from organic personnel;
 - f. Monitoring of submission of Daily Time Record (DTR) and accomplishment report of non – organic personnel;
 - g. Facilitating of endorsement of DTR and accomplishment report of JO/COS to Accounting Division for salary; and,
 - h. Keeping of records of all COS/JO with the following information: name, position, salary grade, and actual salary of the concerned JO personnel, and the duration of contract.
- 6.2.4 The Budget Division shall issue availability of funds for all requested JO/COS personnel subject to existing budgeting, accounting and auditing rules and regulations.
- 6.2.5 The Accounting Division shall take charge of processing of payment for the services rendered of all JO/COS subject to existing budgeting, accounting and auditing rules and regulations.
- 6.2.6 The Cashier shall take charge of the release of payment for services rendered of all JO/COS subject to existing budgeting, accounting and auditing rules and regulations.
- 6.2.7 JO/COS shall take charge of:
- a. Notarizing his/her contract;
 - b. Submitting the following documents to his/her place of assignment:
 - b.1 Updated Personal Data Sheet;
 - b.2 NBI Clearance;
 - b.3 Copy of Transcript of Records;
 - b.4 Copy of Diploma of Certificate of Graduation;
 - b.5 Monthly Accomplishment Report; and,

b.6 Monthly Daily Time Record;

6.2.8 Further, the Commissioner of the Bureau of Customs shall sign contracts duly endorsed by IAG.

6.3 General Qualification

- 6.3.1 College Graduate (administrative or high position)
- 6.3.2 Vocational /TESDA certificate or equivalent (for clerk and the like)
- 6.3.3 With Good Moral Character
- 6.3.4 Physically and Mentally Fit
- 6.3.5 Eligibility (CSP, RA 9180, etc.) [preferred]

6.4 Funding

The hiring/rehiring of JO personnel shall be subject to availability of appropriate funds and shall be done within the broader context of sound resource management. Under no circumstance shall JO personnel be hired to accommodate people whose skills, if any, are not required by the Department or who are not the best persons available to do the required temporary work. (JC No. 1, s. 2017).

6.5 Payment

- 6.5.1. The service fee/salary is based upon the accomplished DTR of the JO personnel duly signed by the immediate supervisor. The biometric DTR of the JO personnel should match the signed DTR where applicable (Ports and Sub – Ports still not provided with the system may be exempt from this) Non – submission of DTR based on biometric is ground for non-granting of service fee;
- 6.5.2 Monthly accomplishment report shall be attached with the DTR; and,
- 6.5.3 Certification that the services/function rendered the COS/JOC cannot be performed by an organic/permanent personnel.
- 6.5.4 Persons under contract of service or job order shall observe “No Work; No Pay” policy.

6.6 Termination

6.6.1. The BOC reserves the right to terminate the contract of a non–organic personnel in the event of:

- a. gross violations of the BOC Code of Ethics

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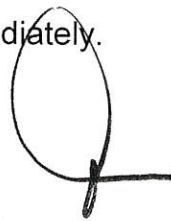
b. end of project/program

6.6.2 The non-organic personnel shall notify the BOC at least 30 days prior to his/her resignation and it shall only be granted upon completion of the Bureau Clearance.

Section 7. Repealing Clause. This CMO repeals all previously issued customs rules and regulations which are inconsistent with this Order.

Section 8. Separability Clause. If any part of this Order is declared unconstitutional or contrary to existing laws, the other parts not so declared shall remain in full force and effect.

Section 9. Effectivity. This Order shall take effect immediately.



REY LEONARDO B. GUERRERO
Commissioner

FEB 07 2013



(ANNEX B)



Republic of the Philippines
Department of Finance
BUREAU OF CUSTOMS
1099 Manila

MASTER COPY

[Handwritten signature]

CERTIFICATION

This is to certify that **Mr./Ms.** _____, Contract of Service personnel assigned at the **OFFICE/DIVISION/PORT** shall render services that cannot be provided by a regular or permanent employee at the Bureau and does not perform functions which are part of the job description of the Bureau's existing regular employee.

Issued this day/month/year.

FULL NAME OF HEAD/DIVISION CHIEF/PORT COLLECTOR
POSITION OF HEAD/DIVISION CHIEF/PORT COLLECTOR
NAME OF DIVISION/OFFICE/PORT



Republic of the Philippines
Department of Finance
BUREAU OF CUSTOMS
1099 Manila

PERFORMANCE CERTIFICATE

This is to certify that (name of Contract of service) reporting under (office), has **outstandingly/satisfactorily/unsatisfactorily** performed his/her duty as (a/an position).

[In addition, Mr./Ms. Last Name has aided this office in accomplishing its mandates and targets by specify significant contribution/s of the COS during his contract period. ¹]

This certification is issued to form part of his/her performance evaluation.

Immediate Supervisor
Signature over printed name

Head of Office
Signature over printed name

1. Accomplish paragraph two (2) only if the person under contract of service has done an extraordinary contribution to the bureau either i.e. helped in identifying – incidentally – undervalued goods, etc. or aided in major projects/accomplishment of the Bureau.



Republic of the Philippines
Department of Finance
BUREAU OF CUSTOMS
1099 Manila

NAME: _____ IMMEDIATE SUPERVISOR : _____

PLACE OF ASSIGNMENT : _____ POSITION: _____

PERFORMANCE EVALUATION

OUTSTANDING	<i>Outstanding</i>	130% and above	5
SATISFACTORY	<i>Very Satisfactory</i>	115% - 129%	4
	<i>Satisfactory</i>	90% - 114%	3
UNSATISFACTORY	<i>Needs Improvement</i>	51%-89%	2
	<i>Needs development</i>	50% and below	1

Responsibility Area	Success Indicator	Actual Accomplishment	Rating
<i>i.e. Produce Data Base of import entries</i>	<i>Produced one (1) accurate consolidated matrix/data base of import entries monthly</i>	<i>A total of (6) Data Base of import entries created for the period of July - December</i>	3

Name of Ratee
Signature over printed name

Immediate Supervisor
Signature over printed name

Head of Office
Signature over printed name



Republic of the Philippines
Department of Finance
BUREAU OF CUSTOMS
1099 Manila

MASTER COPY
[Handwritten signature]

CERTIFICATE OF ASSUMPTION

This is to certify that **Mr./Ms.** _____ has assumed his/her duties and responsibilities as **POSITION** _____ at the OFFICE/PORT/DIVISION on Month/Day/Year in compliance with the approved Contract of Service with the Bureau.

FULL NAME OF HEAD/DIVISION CHIEF/PORT COLLECTOR
POSITION OF HEAD/DIVISION CHIEF/PORT COLLECTOR
NAME OF DIVISION/OFFICE/PORT