



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

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CUSTOMS MEMORANDUM ORDER
NO. 30-2018

To: All Deputy Commissioners
All Directors/District & Port Collectors
Others Concerned

SUBJECT: Rules and Regulations Governing Contract of Service/Job Order Workers in the Bureau

Pursuant to the CSC-COA-DBM Joint Circulars No. 1, s. 2017 and No. 1, s. 2018¹ (Annexes A and B) *governing Contract of Service and Job Order Workers in the Government*, the following shall be observed:

1. General Provisions -

- a. Contract of Service shall refer to the engagement of the services of an individual, private firm, other government agency, non-government agency or international organization as consultant, learning service provider or technical expert to undertake special project or job within a specific period.
- b. Job Order shall refer to piece work (pakyaw) or intermittent or emergency jobs such as clearing of debris on the roads, canals, waterways, etc. after natural/man-made disaster/occurrences and other manual/trades and crafts services such as carpentry, plumbing, electrical and the like. These jobs are of short duration and for a specific piece of work.
- c. The payment of services of contract of service and job order workers shall be charged against the Maintenance and Other Operating Expenses in the approved budget.

Processing of payments shall be based on the Memorandum of the

¹ Copy of Joint Circular, herein attached together with the Joint Circular No. 1, s. 2018 issued on November 09, 2018



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Deputy Commissioner, IAG dated 04 September 2018². (Annex C)

- d. These workers have the option to enroll themselves in social benefit programs thru the SSS, PhilHealth and Pag-IBIG Fund as self-employed members.
- e. The provisions of CMO 30-2017³ (Annex D) and Memorandum of the Deputy Commissioner, IAG dated 11 December 2017⁴ (Annex E) shall be observed in the renewal of contracts of contract of service/job order workers.

2. Limitations -

- a. Contract of service and job order workers should not, in any case, be made to perform functions which are part of the job description of the agency's existing regular employees.
- b. Contract of service and job order workers should not be designated to positions exercising control or supervision over regular and career employees.
- c. The services of the contract of service and job order workers 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, PERA and thirteenth month pay.

3. Sanctions -

Responsible officers found to violate the provisions of these rules and regulations may be charged before the proper administrative bodies (Office of the Ombudsman, Office of the President or Civil Service Commission) for violation of existing Civil Service Law and rules of serious nature or conduct prejudicial to the best interest of the service.

Contract of service and job order workers who exercise the functions of regular customs employees may be criminally charged for Usurpation of

² Required Documents for Processing of Payment of Services Rendered by Personnel Under COS

³ CMO 30-2017 Guidelines on Retention/Renewal Job Order and/or Contract of Service Personnel

⁴ Renewal of Contract of Service Personnel



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Authority or Official Functions under Article 177 of the Revised Penal Code.⁵

4. Effectivity -

This Order shall take effect immediately.



REY LEONARDO B. GUERRERO

Commissioner

DEC 17 2018

⁵ RPC Article 177. *Usurpation of authority or official functions.* – Any person who shall knowingly and falsely represent himself to be an officer, agent, or representative of any department or agency of the Philippine Government or of any foreign government, or who, under pretense of official position, shall perform any act pertaining to any person in authority or public officer of the Philippine Government or of any foreign government, or any thereof, without being lawfully entitled to do so, shall suffer the penalty of *prision correccional* in its minimum and medium periods.



**CIVIL SERVICE COMMISSION
COMMISSION ON AUDIT
DEPARTMENT OF BUDGET AND MANAGEMENT
JOINT CIRCULAR NO. 1, s. 2017**

June 15, 2017

TO : ALL HEADS OF CONSTITUTIONAL BODIES, NATIONAL GOVERNMENT AGENCIES (NGAs), GOVERNMENT-OWNED OR CONTROLLED CORPORATIONS (GOCCs) WITH ORIGINAL CHARTERS and STATE UNIVERSITIES AND COLLEGES (SUCs)

SUBJECT : Rules and Regulations Governing Contract of Service and Job Order Workers in the Government

1.0 Background

Government agencies, including GOCCs, have been authorized in previous executive issuances and general appropriations acts to enter into contracts with government entities, private firms or individuals, and non-government organizations for services related or incidental to their respective functions and operations, whether on part-time or full-time basis.

Agencies have used this provision as basis for directly hiring individual workers on contract of service or job order to perform specific jobs or to supplement their current manpower.

Civil Service Commission (CSC) Memorandum Circular (MC) No. 40, s. 1998, prescribed the policies and guidelines regarding contracts of service (COS) and job orders (JOs) entered into by all government agencies on both individual and institutional basis. Said CSC policy clarified that workers under contract of service or job order are not covered by Civil Service law, rules, and regulations; and that services rendered thereunder are not considered as government service.

However, the proliferation of individual Job Order and Contract of Service workers in the government and their involvement even in the performance of regular agency functions have been observed.

This situation gave rise to the following issues: a) lack of social protection for the workers and inequality in benefits, and b) obscure accountability of JO/COS workers due to lack of employee-employer relationship with the hiring agency.

In view of the foregoing, there is a need to clarify the guidelines on availing of the services of COS and Job Order workers.

2.0 Policy Statement

Government agencies are authorized to enter into service contracts with other government agencies, private firms, non-government agencies or individuals for

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services related or incidental to their respective functions and operations, whether on a part-time or full time basis.

3.0 Purpose

This Joint Circular is issued to prescribe the rules and regulations governing Contract of Service and Job Order workers in the government.

4.0 Coverage

This Joint Circular covers all National Government Agencies, Government-Owned or Controlled Corporations with original charters, State Universities and Colleges, and Constitutional bodies, which avail of the services of Contract of Service and Job Order workers.

5.0 Definition of Terms

5.1 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.

5.2 Contractor or 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.

5.3 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.

5.4 Job Order refers to piece work (*pakyaw*) 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 a specific piece of work.

5.5 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.

6.0 Contract of Service

6.1 Institutional Contract of Service

As a general rule, government agencies may avail of outsourced services through institutional contract of service, subject to the following conditions:

6.1.1 Institutional Contract of Service covers lump sum work or services to perform janitorial, security, consultancy, and other support functions for a maximum period of one (1) year subject to the provisions of

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RA No. 9184¹ and pertinent budgeting, accounting and auditing rules and regulations.

The contractor or service provider should meet the following requirements:

- a) Duly registered with the Department of Labor and Employment (DOLE);
- b) Duly registered with the Bureau of Internal Revenue (BIR);
- c) For sole proprietorship, duly registered with the Department of Trade and Industry (DTI);
- d) For corporations and partnerships, duly registered with the Securities and Exchange Commission (SEC); and
- e) Must be an active employer registered with the following agencies:
 - 1) Social Security System (SSS),
 - 2) Home Development Mutual Fund (Pag-IBIG Fund), and
 - 3) Philippine Health Insurance Corporation (PhilHealth).

6.1.2 Workers hired through institutional contract of service shall remain to be employees of the contractor or service provider.

6.1.3 The discipline of workers under institutional contract of service shall be the responsibility of the contractor or service provider. The head of the procuring entity may report to the contractor or service provider any misconduct or wrongdoing of the said worker/s.

6.1.4 The contractor or service provider shall be responsible for providing the workers with compensation and benefits compliant with existing labor law² including the necessary social security and other benefits mandated by law in addition to the direct compensation as payment for their services.

6.2 Individual Contract of Service

Government agencies may enter into contract of service with individuals as consultants/contractors subject to the following guidelines:

6.2.1 The term of contract between the agency and the individual contractor shall be for a maximum period of one year, renewable at the option of the Head of the procuring entity, but in no case shall exceed the term of the latter³.

6.2.2 Engaging the services of individual contractor shall be subject to pertinent provisions of RA No. 9184 and its implementing guidelines,

¹ Government Procurement Reform Act

² Title II (Wages), Book 3 (Conditions of Employment) of PD 442 or the Labor Code of the Philippines

³ Section 53.7, Revised IRR of RA No. 9184, Highly Technical Consultants

as applicable⁴, and the existing budgeting, accounting and auditing rules and regulations.

6.3 Job Order

Government agencies may hire job order workers subject to the following conditions:

6.3.1 The services of a job order worker is either paid according to an agreed contract amount for the piece of work or on a daily wage basis.

6.3.2 Contracting the services of job order workers shall be subject to pertinent budgeting, accounting and auditing rules and regulations.

7.0 Limitations

7.1 Hiring under contract of service shall be limited to consultants, learning service providers, and/or other technical experts to undertake special project or job within a specific period. The project or job is not 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.

7.2 Hiring of Job Order workers shall be limited to emergency or intermittent work, such as clearing of debris on the roads, canals, waterways, etc. after 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 functions of the agency.

7.2 Contract of service and job order workers should not, in any case, be made to perform functions which are part of the job description of the agency's existing regular employees.

7.3 Contract of service and job order workers should not be designated to positions exercising control or supervision over regular and career employees.

7.4 The services of the contract of service and job order workers 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, PERA, RATA and thirteenth month pay.

8.0 Payment of Services under Individual Contract of Service

Individuals hired through contract of service shall be paid the prevailing market rates, subject to the provisions of RA 9184 and its Implementing Rules and Regulations.

The payment of services shall be charged against the Maintenance and Other Operating Expenses in the approved agency budget.

⁴ GPPB Resolution No. 09-2012 and GPPB Policy Opinion 2012-11-21 (Applicability of RA 9184 and its Revised IRR in the Engagement of Individuals under Job Order or Contract of Service)

- Individuals hired through contract of service have the option to enroll themselves in social benefit programs thru the SSS, PhilHealth and Pag-IBIG Fund as self-employed members.

9.0 Payment of Services under Job Order

Individuals hired through job order shall be paid wages equivalent to the daily wage/salary of comparable positions in government and a premium of up to 20% of such wage/salary.

The payment of services shall be charged against the Maintenance and Other Operating Expenses in the approved agency budget.

10.0 Monitoring

The COA shall monitor the compliance of agencies with the provisions of this Joint Circular.

11.0 Transitory Provisions

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11.1 Agencies may renew the individual contracts of existing Contract of Service or Job Order workers until December 31, 2018. Thereafter, hiring of Contract of Service and Job Order workers shall be in accordance with the provisions of this Joint Circular. As far as practicable and to ensure protection of the existing Contract of Service or Job Order workers, the institutional contract to be entered into by government agencies with a contractor or service provider shall include a provision which will state that the existing qualified Contract of Service or Job Order workers hired by the agency shall be given priority in the hiring by the contractor or service provider.

11.2 Existing Contract of Service or Job Order workers shall be given priority in the appointment by the agency to its vacant positions provided that these workers meet the appropriate eligibility and other qualification requirements for the position subject to existing Civil Service law and rules.

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11.3 In accordance with Section 90 of the General Provisions of the FY 2017 General Appropriations Act, government agencies shall review their functions, systems and procedures, organizational structure and staffing to determine the appropriate manpower complement for their programs/ activities/projects. Creation of permanent positions may be considered for regular functions, while hiring of casual or contractual personnel may be considered for projects and activities that are temporary in nature, subject to approval of the oversight agencies concerned⁵ and to existing budgeting and accounting rules and regulations.

12.0 Sanctions

Heads of agencies and/or responsible officers found to violate the provisions of these rules and regulations may be charged before the proper administrative bodies (Office of the Ombudsman, Office of the President or Civil Service Commission) for violation of existing Civil Service Law and rules of serious nature or conduct prejudicial to the best interest of the service.

⁵Office of the President (OP), Department of Budget and Management (DBM), or the Governance Commission for GOCCs (GCG), as the case may be

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13.0 Resolution of Issues

Issues and concerns that may arise in the implementation of these rules and regulations shall be resolved by the CSC, COA and DBM, as appropriate.

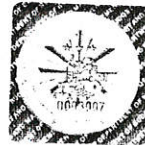
14.0 Effectivity

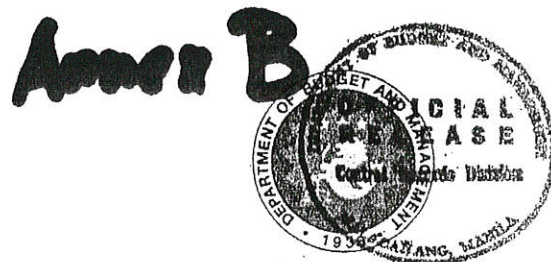
This Joint Circular shall take effect fifteen (15) days after its publication in a newspaper of nationwide circulation.


ALICIA dela ROSA - BALA
Chairperson
Civil Service Commission


MICHAEL G. AGUINALDO
Chairperson
Commission on Audit


BENJAMIN E. DIOKNO
Secretary
Department of Budget and Management





**CIVIL SERVICE COMMISSION
COMMISSION ON AUDIT
DEPARTMENT OF BUDGET AND MANAGEMENT
JOINT CIRCULAR NO. 1, s. 2018
November 9, 2018**

TO : ALL HEADS OF CONSTITUTIONAL BODIES, NATIONAL GOVERNMENT AGENCIES (NGAs), GOVERNMENT-OWNED OR CONTROLLED CORPORATIONS (GOCCs) WITH ORIGINAL CHARTERS and STATE UNIVERSITIES AND COLLEGES (SUCs)

SUBJECT : Amendment to the CSC-COA-DBM Joint Circular No. 1, s. 2017

1.0 Background

The Civil Service Commission (CSC), Commission on Audit (COA) and Department of Budget and Management (DBM) issued CSC-COA-DBM Joint Circular No. 1, s. 2017 (JC No. 1, s. 2017) on 15 June 2017.¹

Since the issuance of JC No. 1, s. 2017, the CSC, COA and DBM received numerous queries regarding its implementation by various agencies.

As a result of consultations with stakeholders and in order not to impair the delivery of public service, the CSC, COA and DBM are amending certain provisions of JC No. 1, s. 2017 as an interim measure.

2.0 Section 11.0 is hereby amended to read as follows:

"11.0 Transitory Provisions

- 11.1 *Agencies may engage the services of new Contract of Service and Job Order workers through individual contract and renew existing individual contracts until December 31, 2020. Thereafter, the engagement of Contract of Service and Job Order workers shall be in accordance with the provisions of JC No. 1, s. 2017.*
- 11.2 *The institutional contract to be entered into by government agencies with a contractor or service provider shall include a provision which will state that the existing qualified COS or JO workers engaged by the agencies may be considered in the hiring by the contractor or service provider.*
- 11.3 *The existing qualified COS and JO workers shall be considered for appointment by the government agencies to their vacant positions subject to existing Civil Service Law and rules and agency CSC-approved Merit Selection Plan.*

¹ Rules and Regulations Governing Contract of Service and Job Order Workers in the Government.

- 11.4 Government agencies shall review their functions, systems and procedures, organizational structure and staffing to determine the appropriate human resource complement for their programs/activities/projects.

The creation of permanent positions may be considered for regular functions, while the hiring of casual or contractual personnel may be considered for projects and activities that are temporary in nature, subject to evaluation of the DBM/Governance Commission for GOCCs (GCG) and to existing budgeting and accounting rules and regulations.

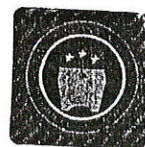
- 11.5 Services of individuals engaged through contract of service and job orders shall be paid salary/wage equivalent to the daily salary/wage of comparable positions in government and a premium of up to 20% of such salary/wage effective January 1, 2019. The premium payment may be paid monthly, in lump sum or in tranches. (i.e. mid-year and year-end payments) as may be stated in the agreement or contract with the agency. The payment of services shall be charged against the Maintenance and Other Operating Expenses in the approved agency budget.
- 11.6 Payment of services of persons or entities engaged through Republic Act No. 9184 shall be subject to the provisions of the said law and its implementing rules and regulations."

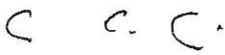
3.0 Effectivity

This Joint Circular shall take effect after fifteen (15) days from its publication in a newspaper of general circulation.


ALICIA dela ROSA-BALA
Chairperson
Civil Service Commission


MICHAEL G. AGINALDO
Chairperson
Commission on Audit




BENJAMIN E. DIOKNO
Secretary
Department of Budget and Management





REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS
MANILA 1099

Annex C
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MEMORANDUM

TO : ALL PERSONNEL UNDER CONTRACT OF SERVICE

FROM : *[Handwritten Signature]*
GLADYS F. ROSALES, MPA, CESE^g
Chief-of-Staff, Office of Deputy Commissioner
Internal Administration Group (IAG)
[Handwritten Initials]

SUBJECT : REQUIRED DOCUMENTS FOR PROCESSING OF PAYMENT
OF SERVICES RENDERED BY PERSONNEL UNDER
CONTRACT OF SERVICE

DATE : 04 September 2018

- 1.0 In relation to the processing of payment of services rendered by all personnel under Contract of Service with approved contracts for the period July to December 2018, you are hereby required to submit **two (2) original copies** of the following documents to the Human Resource Management Division (HRMD):
- a. Daily Time Record with attached Biometric Printout;
 - b. Monthly Report of Absences and Undertimes (MRAU);
 - c. Accomplishment Report;
 - d. Certificate of Assumption; and
 - e. Certification that services being rendered cannot be provided by a regular or permanent employee, signed by the division/sub-port/port head.
- 2.0 For personnel under Contract of Service assigned at the Office of the Commissioner, please take note that if there are no entries reflected in the Biometric DTR printout, the entries in the Official Contract of Service Attendance Logbook which can be found in the Office of the Commissioner (OCOM) lobby, shall be used as basis for the official time in/out.
- However, if there are no entries in the Biometric DTR printout nor in the Official Contract of Service Attendance Logbook, the person concerned shall be automatically marked absent.
- 3.0 In compliance to the Commission of Audit (COA) rules and regulations, tardiness and absences of personnel must be reflected in the Monthly Report



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
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MANILA 1099

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of Absences and Undertimes (MRAU) and **to avoid delays** in processing of payment of services rendered.

- 4.0 Moreover, you are hereby reminded that Accomplishment Reports shall reflect actual duties performed which shall also be in accord with the functions stipulated in the approved contract.
- 5.0 For appropriate action and strict compliance.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS
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Annex D

CUSTOMS MEMORANDUM ORDER
No. 30-2017

SUBJECT : 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

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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 less 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 JO personnel shall assume his/her duties without an approved/signed contract.
- 4.6 All request for JO personnel should be justified.
- 4.7 Signatories of the Contract shall be:
 - a. The Commissioner as the "First Party";
 - b. Applicant 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 done in the Bureau of Customs, Legal Service.
- 4.9 JO/COS personnel shall only for positions equivalent to Level 1 positions prescribed by the Civil Service Commission. As such all JOS/COS shall observe the following prescribed and salary range:

Prescribed Position Title and Salary Grade Range

<i>Position Title</i>	<i>Salary Grade</i>	<i>Salary per Month as peer SSL Tranche</i>
1. Administrative Services Assistant	09	Php. 16,986.00
2. Assistant Electronics and Communications Equipment Technician	08	Php. 15,818.00
3. Assistant Laboratory Technician	09	Php. 16,986.00
4. Client Service Representative	08	Php. 15,818.00
5. Data Encoder	08	Php. 15,818.00
6. Driver	03	Php. 11,387.00
7. Lead Client Service Representative	09	Php. 16,986.00
8. Legal Services Assistant	09	Php. 16,986.00
9. Administrative Services Aide	05	Php. 12,975.00
10. Multi-Media Designer/ Videographer	09	Php. 16,986.00
11. Research Assistant	09	Php. 16,986.00
12. Writer/Contributor	09	Php. 16,986.00

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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** 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.
- 5.6** 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) with attached Personal Data Sheet (PDS) of requested JO/COS.
- 6.1.2 The endorsement shall have the following attachment:
 - 6.1.2.1 Certified Copy of the Contract;
 - 6.1.2.2 Performance Evaluation or Individual Performance Commitment Report (IPCR) of Person recommended for Contract of Service; and

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6.1.2.3 Certification of "Satisfactory" performance signed by the immediate supervisor to whom the contract of service is reporting, concurred by the Chief, Director or Deputy Commissioner.

- 6.1.3 The IAG shall endorse request for renewal of JO/COS to the Administration Office for evaluation and review; (ATTN: Human Resource Management Division).
- 6.1.3 The HRMD shall evaluate the request particularly the recommended COS's function and salary.
- 6.1.3 The HRMD shall prepare the contract and endorse the same to the Budget Division for issuance of Certificate of availability of fund.
- 6.1.4 Budget Division shall return the unsigned contract to the HRMD with certification attached or stamped on the contract that funds are available as may be warranted.
- 6.1.5 HRMD shall transmit the contract to IAG with attached documentary requirements for signature of the "first party".
- 6.1.6 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 Offices

- 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 Original notarized copy of contracts of all JO/COS;
 - c.2 Personal Data Sheet;
 - c.3 Certificate of Assumption; and
 - c.4 Accomplishment Report.
- 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;
 - 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;

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- 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.

6.2.5 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.

- 6.2.6 JO/COS shall take charge of
- a. Notarizing his/her contract
 - b. Submitting the following documents to his/her place of assignment:
 - b.1 original copy of notarized contract;
 - b.2 Updated Personal Data Sheet;
 - b.3 Monthly Accomplishment Report;
 - b.4 Monthly Daily Time Record; and
 - a. Further, the Commissioner of the Bureau of Customs shall sign contracts duly endorsed IAG.

6.2 General Qualification.

- 6.2.1 College Graduate (administrative or high position)
- 6.2.2 Vocational /TESDA certificate or equivalent (for clerk and the like)
- 6.2.3 With Good Moral Character
- 6.2.4 Physically and Mentally Fit
- 6.2.5 Eligibility (CSP, RA 9180, etc.) [preferred]

6.3 Funding.

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6.3.1 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)

6.4 Payment

6.4.1. 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;

6.4.2 Monthly accomplishment report shall be attached with the DTR; and,

6.4.3 Certification that the services/function rendered the COS/JOC cannot be performed by an organic/permanent personnel.

6.7 Termination.

6.7.1. 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
- b. end of project/program

6.5.2 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.

Isidro S. Lapeña

ISIDRO S. LAPEÑA, Ph.D, CSEE
Commissioner



DEC 01 2017

2017-12-020



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS
Manila 1099

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MEMORANDUM

**FOR : ALL DEPUTY COMMISSIONERS AND SERVICE DIRECTORS
ALL DISTRICT AND PORT COLLECTORS**

ATTN : ALL ADMINISTRATIVE OFFICERS

**FROM : *spinalis*
GLADYS F. ROSALES, MPA, CESE
Deputy Commissioner *g*
Internal Administration Group**

SUBJECT : RENEWAL OF CONTRACT OF SERVICE PERSONNEL

DATE : December 11, 2017

-
- 1.0 Following the CMO No. 30-2017 dated December 01, 2017, re: Guidelines on Retention/Renewal Job Order and/ or Contract of Service Personnel in the Bureau of Customs (BOC) – Central Office and Collection Districts.
 - 2.0 All Offices, Groups and Collection Districts are hereby requested to submit the list of names, together with other pertinent documents of the Contract of Service (COS) Personnel recommended for renewal for the year 2018 using the given format (Annex A) to the Human Resource Management Division (HRMD).
 - 3.0 The renewal of COS Personnel must be in accordance with the said CMO which also provides the observance of the following:
 - 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 *Original notarized copy of contracts of all JO/COS;*
 - c.2 *Personal Data Sheet;*
 - c.3 *Certificate of Assumption; and*
 - c.4 *Accomplishment Report*
 - 4.0 In addition to this, the list shall be accompanied with the Certificate of Satisfactory Performance (Annex B) of each Contract of Service Personnel.

- 5.0 Submission of the list and other documents will be on or before **December 26, 2017**.
- 6.0 Names not included in the list submitted shall deemed terminated and shall not be renewed.
- 7.0 For guidance and compliance.

ISIDRO S. LAPEÑA, Ph.D, CSEE
Commissioner



DEC 1 1 2017

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

CERTIFICATE OF PERFORMANCE

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

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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

ACCOMPLISHMENT REPORT

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

Immediate Supervisor
 Signature over printed name

Head of Office
 Signature over printed name