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REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
**BUREAU OF CUSTOMS**

**INTERNAL ADMINISTRATION GROUP**  
CENTRAL RECORDS MANAGEMENT DIVISION

December 06, 2017

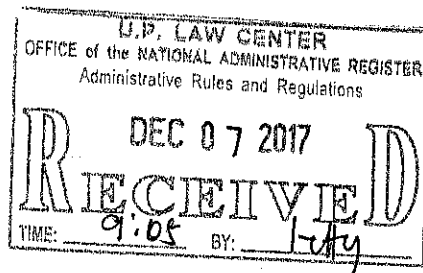
**The Director**  
Office of the National Administrative Register (ONAR)  
UP Law Center Diliman, Quezon City

Sir/Ma'am:

Transmitted are three certified true copies and soft copy (word format in compact disc rewritable) of the following Customs Memorandum Order, to wit:

**CMO 30-2017: GUIDELINES ON RETENTION/RENEWAL JOB ORDER AND/OR CONTRACT OF SERVICE PERSONNEL IN THE BUREAU OF CUSTOMS- CENTRAL OFFICE AND COLLECTION DISTRICTS.**

Thank you.



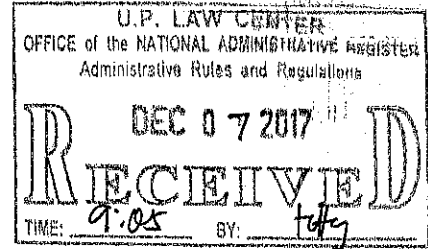
Very truly yours,

*Gladys C. Cabugawan*  
GLADYS C. CABUGAWAN  
Chief, CRMD

UPDOR # 2512639



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



**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 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.

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- 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 13<sup>th</sup>- 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 contacts 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.

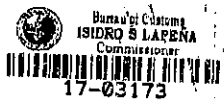
**Section 7. Repealing Clause.** This CMO repeals all previously issued customs rules and regulations which are inconsistent with this Order.

**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.

*Handwritten signature of Isidro S. Lapeña*

**ISIDRO S. LAPEÑA, Ph.D, CSEE**  
Commissioner



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Alexander C. Montano  
Admin Officer / 81200  
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**Bureau of Customs**  
**Contract of Service for Renewal**  
*(Group/Port)*

	Family Name	First Name	Middle Name	Position	Unit/Office	Start Date of Employment in the BOC	Eligibility	Time Frame/Period of Hiring
1								
2								
3								
4								
5								

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*(Signature)*  
Alexander C. Montemayor  
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