



BUREAU OF CUSTOMS
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA

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PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

IA G Memo No. 10-2021

MEMORANDUM

FOR : ALL DEPUTY COMMISSIONERS
ALL DISTRICT COLLECTORS
ALL ADMINISTRATIVE OFFICERS
CONTRACT OF SERVICE PERSONNEL

FROM : DONATO B. SAN JUAN
Deputy Commissioner
Internal Administration Group

SUBJECT : RENEWAL OF JOB ORDER AND/OR CONTRACT OF
SERVICE PERSONNEL IN THE BUREAU OF CUSTOMS
FOR THE PERIOD APRIL 1, 2021 TO SEPTEMBER 30, 2021

DATE : MARCH 5, 2021

References:

- Commission on Audit (COA), Department of Budget and Management (DBM) Joint Circular No.2, s.2020 with the subject Updated Rules and Regulations Governing Contract of Service (COS) and Job Order (JO) Workers in the Government; and (*Annex A*)
- CMO No. 07-2021 with the subject: Updated Guidelines on Retention/ Renewal Job Order and/or Contract of Service (COS) Personnel in the Bureau of Customs-Central Office and Collection Districts. (*Annex B*)
- CSO No. 18-2021 with the subject: Delegation of Authority to Sign (*Annex C*)

In compliance with the above-cited references, the Bureau shall observe the following guidelines on the engagement of services with existing COS personnel:

- 1.0 The succeeding contract period of the COS personnel concerned in the Bureau from **April 1, 2021 to September 30, 2021** may now be processed with the following conditions:
 - 1.1 Only the COS personnel with existing **approved Contracts** as of even date shall be entitled for renewal for the abovementioned contract period.
 - 1.2 The position title and amount of salary to be indicated in the contracts must be the same as that of the position title and salary authorized for the previous contract period (January to March 2021). Change of



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position title and salary shall not be allowed unless approved by the Deputy Commissioner, Internal Administration Group, and Budget Division, subject to availability of funds;

2.0 Relative thereto, the Offices concerned shall have their respective COS personnel prepare the following documentary requirements, to be transmitted to the HRMD not later than **March 29, 2021** for processing:

2.1 Six (6) copies of contracts new template pursuant to CSO No. 18-2021 attached as *Annex D*;

2.2 Six (6) copies of Statement of Functions, template attached as *Annex E*;

2.3 One (1) duly notarized and properly accomplished Personal Data Sheet (PDS);

2.4 Three (3) original copies of Certification stating that the COS personnel shall be made to perform functions which are not part of the job description of the Bureau's existing regular employee, template attached as *Annex F*;

2.5 Three (3) original copies of Certificate of Assumption (to be submitted after the assumption date of the concerned COS personnel), template attached as *Annex G*;

2.6 One (1) copy of Performance Certificate, template attached as *Annex H*; and

2.7 One (1) copy of Performance Evaluation (January to March 2021), template attached as *Annex I*.

3.0 Further, requests for COS/JO personnel shall be endorsed to the Office of the Deputy Commissioner, IAG through the HRMD, for evaluation.

4.0 Please be guided accordingly.



**COMMISSION ON AUDIT
DEPARTMENT OF BUDGET AND MANAGEMENT
JOINT CIRCULAR NO. 2, s. 2020
October 20, 2020**

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 : Updated Rules and Regulations Governing Contract of Service (COS) and Job Order (JO) Workers in the Government

1.0 Background

Civil Service Commission (CSC)-Commission on Audit (COA)-DBM JC No. 1, s. 2017 was issued to provide the rules and regulations regarding the engagement of the services of COS and JO workers in the government.

Item 11.1 thereof provided a transitional period which allowed agencies concerned to renew the individual contracts of their existing COS/JO workers up to December 31, 2018.

In view of this, CSC-COA-DBM JC No. 1, s. 2018 was issued to further extend the transition period allowing agencies to engage the services of new COS/JO workers and renew the existing contracts of COS/JO workers until December 31, 2020.

In light of the challenges brought about by the COVID-19 pandemic affecting the operations of government agencies, there is a need to update the existing policies on the engagement of COS and JO workers to ensure the smooth, effective, and efficient delivery of services to the public.

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 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 updated rules and regulations governing COS and JO workers in the government.



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4.0 Coverage

This Joint Circular covers all NGAs, GOCCs with original charters, SUCs, and constitutional bodies, which avail of the services of COS or JO 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 or a private or a non-government entity that is 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 COS, subject to the following conditions:

- 6.1.1 Institutional COS covers lump sum work or services to perform janitorial, security, consultancy, and other support functions, subject to the provisions of Republic Act (RA) No. 9184¹ and its Implementing Rules and Regulations, 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;
- b) Duly registered with the Bureau of Internal Revenue;

¹ Government Procurement Reform Act



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- c) For sole proprietorship, duly registered with the Department of Trade and Industry;
- d) For corporations and partnerships, duly registered with the Securities and Exchange Commission; and
- e) Must be an active employer registered with the following agencies:
 - 1) Social Security System,
 - 2) Home Development Mutual Fund (Pag-IBIG Fund), and
 - 3) Philippine Health Insurance Corporation.

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

6.1.3 The discipline of workers under institutional COS 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 COS 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 (1) 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 an individual contractor shall be subject to pertinent provisions of RA No. 9184 and its implementing guidelines, as applicable⁴, and the existing budgeting, accounting, and auditing rules and regulations.

6.3 Job Order

Government agencies may hire JO workers subject to the following conditions:

6.3.1 The services of a JO 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 JO workers shall be subject to pertinent budgeting, accounting, and auditing rules and regulations.

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

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)

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7.0 Limitations

- 7.1 Hiring under COS 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 JO 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.
- 7.3 COS and JO 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.
- 7.4 COS and JO workers should not be designated to positions exercising control or supervision over regular and career employees.
- 7.5 The services of the COS and JO workers are not covered by Civil Service laws, rules, and regulations, thus, not creditable as government service. They do not enjoy the benefits being received by government employees, such as leave, Personnel Economic Relief Allowance, Representation and Transportation Allowances, and other bonuses and incentives.

8.0 Payment of Services under Individual COS

Individuals hired through COS 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 (MOOE) in the approved agency budget.

9.0 Payment of Services under JO

Individuals hired through JO 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, subject to the availability of funds.

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 MOOE in the approved agency budget.

10.0 Monitoring

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

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11.0 Transitory Provisions

- 11.1 Agencies may engage the services of new COS/JO workers through individual contract and renew the individual contracts of their existing COS/JO workers until December 31, 2022. Thereafter, the engagement of COS/JO workers shall be in accordance with the provisions of this Joint Circular.
- 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/JO workers engaged by the agencies may be considered in the hiring by the contractor or service provider.
- 11.3 The existing qualified COS/JO workers shall be considered for appointment by the government agencies to their vacant positions subject to existing civil service laws, rules, and regulations, as well as the CSC-approved Merit Selection Plan of the agency.
- 11.4 Government agencies shall review their functions, systems and procedures, organizational structure, and staffing pattern to assess the needs and gaps, if any, and 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, as well as existing budgeting and accounting rules and regulations.

- 11.5 Services of individuals engaged through COS basis, excluding persons or entities engaged through RA No. 9184, and JO shall be paid wages equivalent to the daily wage/salary of comparable positions in government.

Subject to the availability of funds, the COS and JO workers may also be granted a premium of up to 20% of their respective wage/salary.

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 MOOE in the approved agency budget.

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 CSC) for violation of the existing Civil Service Laws and rules of serious nature or conduct prejudicial to the best interest of the service.

13.0 Resolution of Issues

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

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Joint COA-DBM Circular re Amendment on the Rules and Regulations Governing
Contract of Service and Job Order Workers in the Government / Page 6 of 6
X-----X


14.0 Repeal

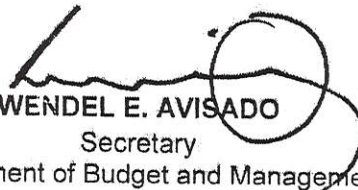
All issuances, orders, rules and regulations or parts thereof which are inconsistent with the provisions of this Joint Circular are hereby repealed or modified accordingly.

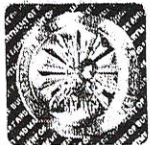
15.0 Effectivity

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


MICHAEL G. AGUINALDO
Chairperson
Commission on Audit




WENDEL E. AVISADO
Secretary
Department of Budget and Management





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PROFESSIONALISM INTEGRITY ACCOUNTABILITY

21 January 2021

CUSTOMS SPECIAL ORDER

NO. 18-2021

SUBJECT: DELEGATION OF AUTHORITY TO SIGN

In the exigency of service and pursuant to CMO No. 07-2021, the following official and personnel of the Bureau of Customs are hereby designated as the authorized signatories of contracts of personnel under Contract of Service:

- 1. First Party – Deputy Commissioner,
Internal Administration Group (IAG)
- 2. Second Party – Contract of Service Personnel
- 3. Witness 1 – Chief, Human Resource Management Division
– Authorized Representative
- 4. Witness 2 – Head of the Organizational Unit

This Customs Special Order shall take effect immediately and shall last until revoked.

REY LEONARDO B. GUERRERO
Commissioner JAN 28 2021



BOC-03-08501

Bureau of Customs
CENTRAL RECORDS DIVISION

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MARGARET G. MANALAYSAY
Administrative Officer V

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South Harbor, Gate 3, Port Area, Manila 1099
8527-4537, 8527-1935 | www.customs.gov.ph | boc.cares@customs.gov.ph

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

The **BUREAU OF CUSTOMS (BOC)**, with office address at 16th St., Gate 3, South Harbor, Port Area, Manila, hereinafter represented by its Commissioner, **REY LEONARDO B. GUERRERO with DONATO B. SAN JUAN** as his authorized representative, hereinafter referred to as, the "First Party"; and

NAME OF COS PERSONNEL, Filipino, of legal age with residence and postal address at _____, hereinafter referred to as the "Second Party",

-WITNESSETH-

WHEREAS, the First Party needs the services of the Second Party who shall perform the services as POSITION TITLE at the OFFICE/DIVISION/PORT;

WHEREAS, the Second Party has signified the intention, to which the First Party has accepted, to provide services needed by the latter;

WHEREAS, the Second Party possesses the technical knowledge, training and skill required to perform the services stated above and attest the following: (a) absence of any relation within the third civil degree by consanguinity or affinity with the appointing authority or recommending authority of the BOC, or persons exercising immediate supervision over him/her; (b) absence of the circumstance of previous dismissal from government service arising from an administrative offense; and (c) not having reached the compulsory retirement age of 65 (sixty-five) years old;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the Parties, by these presents, enter into this Contract whereby:

1. The Second Party specifically undertakes to perform the duties and responsibilities for the services stated above and further defined in Annex "A" of this Contract which has been signed by the Head of the Office/ Division Chief/ District Collector;
2. The Second Party shall perform the services on the agreed schedule;
3. The Second Party shall perform the services from **APRIL 01, 2021 TO SEPTEMBER 30, 2021** and shall receive an agreed monthly compensation of **PESOS: XXX (Php00)** and a monthly premium equivalent to 5% (five percent) of the monthly compensation to be released on a semestral basis;
4. Nothing in this Contract shall create an "employer-employee" relationship between the First Party and the Second Party. As such, the services rendered under this contract shall not be considered as part of government service of the Second Party;
5. The Second Party shall not be entitled to the benefits and other emoluments entitled/received by the employees of the First Party; and
6. This Contract can be terminated at any time at the option of either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ at _____.

By authority of the Commissioner (BOC CSO No. 18-2021)

DONATO B. SAN JUAN
Deputy Commissioner, Internal Administration Group

NAME OF COS PERSONNEL
Contract of Service Personnel

Witnesses:

KHRISTINE JANE V. MELENCIO
Acting Chief, Human Resource Management Division

Head of the Office/ Division Chief/ District Collector

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____, SS.

BEFORE ME, a Notary Public for and in _____, this _____ personally appeared:

<i>Name</i>	<i>Valid Identification</i>	<i>Place Issued</i>
Rey Leonardo B. Guerrero	BOC ID NO: 2018-0001	Manila
Name of COS Personnel	<u>No. of any Government Issued ID</u>	_____

Known to me and to be the same persons who executed this instrument and they acknowledged to me that the same is their voluntary act and deed.

WITNESS MY HAND SEAL on the date and at the place first above-mentioned

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.



ANNEX A

Contract of Service Personnel:

Contract Period:

Office Assignment:

Position:

Functions:

-
-
-

Head of Office/ Division Chief/ District Collector



CERTIFICATION

This is to certify that **Mr./ Ms.** _____, Contract of Service personnel assigned at the **OFFICE/DIVISION/PORT** shall be made to perform functions which are **not** part of the job description of the Bureau's existing regular employee.

Issued this day/month/year.

Head of Office/ Division Chief/ District Collector



CERTIFICATE OF ASSUMPTION

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

Head of Office/ Division Chief/ District Collector



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PERFORMANCE CERTIFICATE

This is to certify that **Mr./ Ms.** _____, contract of service personnel assigned at the **OFFICE/DIVISION/PORT**, has **outstandingly/ satisfactorily/ unsatisfactorily performed** his/ her duties as **POSITION TITLE**.

In addition, **Mr./ Ms.** _____, has aided this office in accomplishing mandates and targets by **specify significant contribution/s of the COS** during his/her contract period.

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

Immediate Supervisor
Signature over printed name

Head of Office
Signature over printed name



Name: _____

Immediate Supervisor: _____

Place of Assignment: _____

Position: _____

PERFORMANCE EVALUATION

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

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

Name of Ratee

Signature over printed name

Immediate Supervisor

Signature over printed name

Head of Office

Signature over printed name



CUSTOMS MEMORANDUM ORDER
No. 07-2021

22 January 2021

SUBJECT: Updated Guidelines on the Retention/Renewal of Job Order and/or Contract of Service Personnel in the Bureau of Customs

INTRODUCTION

In compliance with Joint Circular No. 2, s. 2020 issued by the Commission on Audit (COA) and Department of Budget and Management (DBM) on October 20, 2020 and in light of the current COVID-19 pandemic, this Customs Memorandum Order (CMO) is implemented to update the existing policies on the engagement of Contract of Service (COS) and Job Order (JO) personnel in the Bureau of Customs (BOC).

Section 1. SCOPE

- 1.1. This CMO shall cover the hiring, retention/renewal of all COS and/or JO personnel in the BOC Central Office and Collection Districts.

Section 2. OBJECTIVES

- 2.1. To provide simplified guidelines in the hiring, retention/renewal of COS and/or JO personnel in BOC;
- 2.2. To define the responsibilities of the Appointing Authority or authorized representative, Accounting Division, Budget Division, Administrative Divisions/Units in the Collection Districts, and the Human Resource Management Division (HRMD);
- 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. **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.
- 3.2. **Contractor or Service Provider** refers to an individual, a government agency or a private or a non-government entity that is duly-registered and recognized by authorized government agencies to provide consultancy services in their respective field of expertise.
- 3.3. **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.

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Administrative Officer V

- 3.4 **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.
- 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, RETENTION/RENEWAL OF COS/JO PERSONNEL

- 4.1. In order to facilitate and further manage the hiring and retention/renewal of COS/JO personnel and consultants in BOC, all Offices concerned are enjoined to strictly observe the following rules and regulations in recommending 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 (P/A/P) 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 for 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 service is to be terminated thereafter, which in no case shall exceed one year.
- 4.2. Services of individuals as consultants/contractors may be engaged subject to the following:
 - 4.2.1. The term of contract between the agency and the individual contractor shall be for a maximum period of one (1) year, renewable at the option of the Head of the procuring entity, but in no case shall exceed the term of the latter, per the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - 4.2.2. Engaging the services of an individual contractor shall be subject to pertinent provisions of RA 9184 and its IRR as applicable, and the existing budgeting, accounting and auditing rules and regulations.
- 4.3. No COS/JO personnel 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.

- 4.4. To maintain the highest level of professionalism and to avoid conflict of interest, any COS/JO should not be employed to any company that has direct/indirect transaction with BOC, i.e. brokerage, importer or exporter.
- 4.5. BOC reserves the right to conduct background check on the applicants' employment history and past performance. The results of the background check may be used as one of the bases for potential engagement with new COS/JO personnel or renewal of contracts of existing COS/JO personnel.
- 4.6. No COS/JO personnel shall assume 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 with CMO No. 25-2010 re Bureau of Customs Function-Specific Code of Conduct under Title IV-Offenses and their Corresponding Penalties, to wit:

Offense	Penalty
Violation of Reasonable Office Rules and Regulations	1 st Offense – Reprimand
	2 nd Offense – Suspension for one (1) day 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

- 4.7. All request for COS/JO personnel should be endorsed to the Office of the Deputy Commissioner, Internal Administration Group (IAG) through the HRMD.
- 4.8. Signatories of the contract shall be:
 - a. The Commissioner as the "First Party". No contract is deemed approved without the signature of the Commissioner or his/her authorized representative;
 - b. Persons under COS/JO as the "Second Party,"
 - c. Deputy Commissioner for IAG or his/her authorized representative as "Witness;" and
 - d. Head of the Organizational Unit of the Receiving Office as "Witness."
- 4.9. Notarizing the contract shall be borne upon the expense of the "Second Party."
- 4.10. Only the prescribed position titles indicated in the attached matrix shall be observed in the hiring, retention/renewal, and replacement of all persons under COS/JO. Further, payment of monthly wages/salaries shall not exceed the corresponding amounts specified therein, with a premium of not more than 20% of such wages/salaries, pursuant to COA-DBM Joint Circular No. 2, s. 2020. (Annex A)

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Margaret G. Manalaysay
MARGARET G. MANALAYSAY
Administrative Officer V

Section 5. LIMITATIONS/PROHIBITIONS

- 5.1. Hiring under COS 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.
- 5.2. Hiring of JO workers shall be limited to emergency or intermittent work, such as clearing of debris on the roads, canals, waterways, etc. after natural/ manmade 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.
- 5.3. COS and JO personnel should not, in any case, be made to perform functions which are part of the job description of the agency's existing regular employees.
- 5.4. COS and JO personnel should not be designated to positions exercising control or supervision over regular and career employees.
- 5.5. COS and JO personnel shall not be related within the third degree of affinity or consanguinity to the appointing authority, the immediate supervisor or the head of office.
- 5.6. COS and JO personnel must not have been previously dismissed from the government service by reason of an administrative offense.
- 5.7. COS and JO personnel must not have reached the compulsory age of 65.
- 5.8. The services of the COS and JO workers are not covered by Civil Service laws, rules, and regulations, thus, not creditable as government service. They do not enjoy the benefits being received by government employees, such as leave, Personnel Economic Relief Allowance, Representation and Transportation Allowances, and other bonuses and incentives.

Section 6. OPERATIONAL PROVISIONS

6.1. Procedure

- 6.1.1. At least thirty (30) days before the end of the contract, the Head of the Office/Division/Port concerned shall request for the renewal of contracts of existing COS/JO personnel to be submitted to the Office of the Deputy Commissioner, IAG, through the HRMD using the attached template. (Annex B)

**Bureau of Customs
CENTRAL RECORDS MGT. DIVISION**

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OF THE ORIGINAL**

Margaret G. Manalaysa
MARGARET G. MANALAYSA
Administrative Officer V

6.1.2. The endorsement from the end-users shall have the following documentary requirements attached per proposed contract:

Document	Hiring	Renewal
Properly accomplished and duly notarized Personal Data Sheet (PDS)	✓	✓
Statement of Functions (Annex C)	✓	✓
Certification (services to be rendered cannot be performed by an organic personnel) (Annex D)	✓	✓
Performance Certificate (Annex E)		✓
Performance Evaluation (Annex F)		✓
Valid NBI Clearance	✓	

6.1.3. The HRMD shall evaluate the request particularly the functions and corresponding salaries of recommended COS/JO personnel, subject to the provisions of this CMO.

6.1.4. The HRMD shall request for the issuance of Availability of Funds from the Budget Division.

6.1.5. The Certificate of Available Allotment from the Budget Division shall form part of the documentary requirements attached to the proposed contracts, to be endorsed and subsequently approved and signed by the "First Party".

6.2. Functions of Office

6.2.1. The Requesting/Receiving Office shall take charge of:

- a. Submitting the request and justification for new COS/JO personnel or renewal of contracts of existing COS/JO personnel;
- b. Endorsing to the HRMD the required documentary requirements as specified under Section 6.1.2.;
- c. Consolidating the following documents for purposes of processing of salaries:

Required Document	Initial Salary	Payment for monthly services rendered
Certificate of Assumption	✓	
Certification (services to be rendered cannot be performed by an organic personnel)	✓	
Accomplishment Report	✓	
Daily Time Record (with biometric record, if any)	✓	✓
Monthly Report of Absences and Undertime	✓	✓
Accomplished Official Business Form and/or Customs Personnel Order for authorized services rendered outside of BOC offices	✓	✓

Note: The above documents must be submitted in 3 copies – 2 original and 1 copy.

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6.2.2. The HRMD shall take charge of:

- a. Screening and/or reviewing of individuals (including qualifications) endorsed for hiring or renewal of COS/JO;
- b. Requesting for availability of funds to pay for services to be rendered by COS/JO personnel;
- c. Endorsing the reviewed contracts to the Office of the Deputy Commissioner, IAG;
- d. Notifying the end-users of the approval or disapproval of proposed COS/JO, for appropriate action;
- e. Issuing Identification Cards to personnel with approved COS/JO;
- f. Monitoring of submission of DTR and Accomplishment Report of COS/JO personnel;
- g. Endorsing to the Accounting Division the required documents for processing of salaries (for COS/JO personnel whose contracts are under the Office of the Commissioner and Groups)
- h. Maintaining records of all COS/JO personnel Bureau-wide.

6.2.3. The Budget Division shall issue a certification on the availability of funds to pay for the services to be rendered by COS/JO personnel, subject to existing budgeting, accounting and auditing rules and regulations.

6.2.4. The Accounting Division shall be responsible for the processing of payment of services rendered by COS/JO personnel whose contracts are under the Office of the Commissioner and Groups, subject to existing budgeting, accounting and auditing rules and regulations.

6.2.5. The Cashier shall be responsible for the release of payment of services rendered by COS/JO personnel whose contracts are under the Office of the Commissioner and Groups, subject to existing budgeting, accounting and auditing rules and regulations.

6.2.6. The Administrative Divisions/Units of Collection Districts shall be responsible for the consolidation of documentary requirements, processing and release of payment of services rendered by COS/JO personnel whose contracts are under their respective Collection Districts, subject to existing budgeting, accounting and auditing rules and regulations.

6.2.7. The COS/JO personnel shall take charge of:

- a. Notarizing his/her approved contract; and
- b. Submitting all required documents to the head of the office of his/her assignment, for transmittal to the HRMD or Administrative Division/Unit of Collection District.

6.2.8. The BOC Commissioner or his authorized representative shall sign the contracts endorsed by the HRMD.

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Administrative Officer V

6.3. Funding and Payment of Services

The hiring/retention of COS/JO personnel shall be subject to availability of appropriate funds and shall be done in the broader context of sound human resource management.

6.4. Payment of Services

6.4.1. Payment of services shall be based on accomplished DTR of COS/JO personnel, duly signed by his/her immediate supervisor, among other documentary requirements specified under Section 6.2.1.c of this CMO.

6.4.2. Further, payment of services of COS/JO personnel shall be charged against the Maintenance and Other Operating Expenses (MOOE) in the approved BOC budget.

6.5. Termination

6.5.1. The BOC reserves the right to terminate the contract of a COS/JO personnel in the event of gross violation of the BOC Code of Ethics, or completion of project/program.

6.5.2. For voluntary resignation, the COS/JO personnel shall notify the HRMD thru his/her immediate supervisor at least thirty (30) days prior to the effectivity of his/her resignation, which shall only be granted upon securing required clearances from BOC offices concerned.

7. REPEALING CLAUSE

This CMO repeals all previously issued BOC rules and regulations which are inconsistent with this Order.

8. SEPARABILITY CLAUSE

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

9. EFFECTIVITY

This Order shall take effect immediately.

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Margaret G. Manalaysay
MARGARET G. MANALAYSAY
Administrative Officer V

Rey Leonardo B. Guerrero
REY LEONARDO B. GUERRERO
Commissioner



JAN 28 2021



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PROFESSIONALISM INTEGRITY ACCOUNTABILITY

PRESCRIBED POSITION TITLES AND AUTHORIZED MAXIMUM MONTHLY WAGE/SALARY RELATIVE TO THE HIRING, RETENTION/RENEWAL, AND REPLACEMENT OF ALL PERSONS UNDER CONTRACT OF SERVICE

NO	POSITION TITLE	MONTHLY WAGE/SALARY	PLACE OF ASSIGNMENT
1	Technical Assistant	PHP 50,000.00	Office of the Commissioner and Groups
2	Executive Assistant	PHP 20,000.00	Groups
3	Technical Staff	PHP 25,000.00	Groups
4	Technical Support Staff	PHP 25,000.00	Groups
5	Legal Service Assistant	PHP 16,986.00	Office of the Commissioner, Groups and Collection Districts
6	Administrative Services Aide	PHP 12,975.00	Office of the Commissioner, Groups and Collection Districts
7	Administrative Services Assistant	PHP 16,986.00	Groups and Collection Districts
8	Administrative Services Assistant I	PHP 17,255.00	Groups and Collection Districts
9	Administrative Services Assistant IV	PHP 18,000.00	Groups and Collection Districts
10	Administrative (Services) Officer	PHP 22,328.00	Office of the Commissioner and Groups
11	Administrative (Services) Officer I	PHP 20,754.00	Groups
12	Administrative (Services) Officer II	Php 18,549.00	Groups
13	Administrative (Services) Officer III	PHP 23,044.00	Office of the Commissioner and Groups
14	Data Encoder	PHP 15,818.00	Groups and Collection Districts
15	Client Service Representative	PHP 19,077.00	Groups and Collection Districts
16	Lead Client Service Representative	PHP 22,328.00	Groups and Collection Districts
17	Multi-media Designer/Videographer	PHP 22,149.00	Groups
18	Writer/Communications Person/Contributor	PHP 16,986.00	Groups and Collection Districts
19	Counter- Intelligence Officer	PHP 20,000.00	Groups
20	Intelligence Operative/Analyst	PHP 20,000.00	Groups
21	Research Assistant	PHP 20,000.00	Groups

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PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

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NO	POSITION TITLE	MONTHLY WAGE/SALARY	PLACE OF ASSIGNMENT
22	Research Assistant III	PHP 20,000.00	Groups
23	Stenographer	PHP 20,000.00	Groups
24	Customs and Tariff Specialist I	PHP 19,620.00	Groups
25	Customs and Tariff Specialist II	PHP 23,257.00	Groups
26	Assistant Laboratory Technician	PHP 16,986.00	Groups and Collection Districts
27	Assistant Electronics and Communications Equipment Technician	PHP 15,818.00	Groups and Collection Districts
28	Container Control Data Analyst	PHP 19,077.00	Groups
29	DRIVER/COURIER	PHP 15,000.00	Groups and Collection Districts
30	UTILITY WORKER I	PHP 10,667.00	Collection Districts

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