



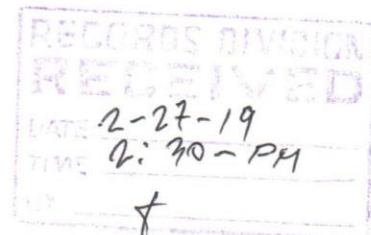
26 February 2019

MEMORANDUM CIRCULAR NO. 21

Series of 2019

TO: **All Concerned**

SUBJECT: **Hiring and Renewal of Job Order (JO) Workers**



In compliance with COMELEC Resolution No. 10429 prescribing the Calendar of Activities and Periods of Prohibited Acts in Connection with the 2019 National and Local Elections, please be advised that the university could not enter into Contract of Services with JO workers from March 29 to May 12, 2019. With this, all concerned heads of office are directed to complete the Contract of Services for newly hired or renewed JO workers on or before March 29, 2019 or after May 12, 2019.

As reflected in the previous Contract of Services, JO workers who were hired starting January 2019 can only be renewed upon recommendation of their respective unit heads. To this effect, an evaluation report will have to be duly filled up by the immediate supervisor and approved by the next higher supervisor (Attachment 1).

The Contract of Services for JO workers have also been modified to reflect the wage rate that already integrates the 20% premium with the base pay. Attached are the template for Contract of Services (Attachment 2) and a tabulated guide for computation of rates (Attachment 3) based on the third tranche of the Salary Standardization Law (SSL).

The modified Contract of Services also stipulates that the rates to be adopted will still be based on the third tranche of the Salary Standardization Law (SSL). However, these rates will be changed without the need for execution of another contract upon government approval for implementation of the SSL fourth tranche.

It is further advised that a common contract be used for JO workers with the same duties and responsibilities, monthly wages, number of working days and are charged to the same budget source. Concerned unit heads are advised to coordinate with their next higher supervisor for crafting of the contracts. All Contract of Service (COS) must have three (3) witnesses:

- a. Witness # 1 - Head of Office or Next Higher Supervisor
- b. Witness # 2 - Head, PRPEO
- c. Witness # 3 - Head, Accounting Office (if charge to Trust Fund), or
Head, Budget Office (if charge to GAA, STF, IGP)

Please be guided accordingly.


EDGARDO E. TULIN
President

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Attachment 1.

JOB ORDER (JO) WORKER EVALUATION FORM

Name of Job Order Worker: _____

Equivalent Job Title: _____

Name of Evaluator: _____ Date: _____

Instruction to evaluators: Please write your comments on the performance and work ethics the above JO worker and give your ratings by encircling the appropriate number using the rating scale below:

5 – Excellent

4 – Very Good

3 – Good

2 – Fair

1 – Poor

Criteria/evaluation statement	Rating					Comments
	5	4	3	2	1	
I. Work Performance						
1. Performance of all mandated functions as listed in the contract						
2. Over all attainment of outputs agreed with supervisor						
3. Quality and timeliness in the attainment of agreed outputs						
4. Efficiency and customer friendly frontline service to clients						
5. Knowledge on the over-all aspect of the job assignments						
II. Work Ethics/Attitude						
1. Industriousness - setting clear & attainable objectives & taking targets seriously and responsibly						
2. Diligence and justice at work - prompt in accomplishing assigned tasks and submission of good quality outputs						
3. Responsibility - having the right intention, with a sense of duty and accepts all jobs assigned by the supervisor						
4. Practices teamwork - understanding and performing his/her role effectively and synergistically, share knowledge and provide a lending hand to needy co-worker						
5. Commitment to public service – reporting on time and willingly extend service if needed without thinking of additional compensation						

Evaluator's additional comments/recommendations:

What are the employee's strong points?



What are the employee's weak points?

What intervention would you recommend to make the JO worker more effective?

Final recommendation:

- ☐ renewal of the contract for another 3 months
☐ non-renewal of the contract due to below par performance

Certified Correct:

Approved:

Evaluator

Next higher Supervisor

CONTRACT OF SERVICE FOR INDIVIDUAL JOB ORDER WORKER

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The **VISAYAS STATE UNIVERSITY**, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree No. 700 and converted into Leyte State University by virtue of Republic Act No. 9158, and then renamed as Visayas State University by virtue of Republic Act No. 9347 - with principal office at Baybay City, Leyte, duly represented by its President **DR. EDGARDO E. TULIN**, hereinafter referred to as the **FIRST PARTY**;

-and-

_____, _____, and _____, of legal age, married, Filipino and with residence and postal address at Baybay City, Leyte, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY is in need of persons who can provide support services that cannot be performed by the existing regular manpower/employees of the specific units/departments/centers within the university;

WHEREAS, the SECOND PARTY, possesses the required qualification and expertise needed by the hiring department/center/unit/office and is willing to provide the services needed;

NOW, THEREFORE, premises considered, the parties hereto hereby agree as they have agreed under the terms and conditions, as follows:

THAT the SECOND PARTY shall perform the functions and deliver the following outputs as follows:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

THAT the SECOND PARTY shall abide by the rules and regulations of the FIRST PARTY and the terms and conditions as provided for in this service contract;

THAT the SECOND PARTY shall perform the above-listed functions for a total of _____ () days per month at not less than _____ () hours per day based on the work schedule as prescribed by the hiring department/office/center/unit;

THAT for and in consideration of the foregoing service, the FIRST PARTY binds itself to pay the SECOND PARTY in the amount of _____ (Php _____) per month (using the December 31, 2018 rate as provided for in DBM Budget Circular No. 2019-1 dated January 3, 2019). Upon implementation of the fourth tranche of Salary Standardization Law, this monthly rate shall be increased accordingly.

THAT the SECOND Party will be paid twice a month (per *quincena*) upon presentation of a certification of accomplishments and rendition of actual services issued by the FIRST PARTY or its duly authorized representative. The total amount of payment shall be adjusted should the SECOND PARTY fail to meet the maximum number of days and hours of service. The above payments will be charged to _____;

THAT this contract shall take effect from _____, 2019 until _____, 2019 and may be renewed only upon recommendation of the head of the unit/department/office, duly supported with a copy of an evaluation report as to the quality of services rendered and quantity of the outputs delivered by the SECOND PARTY during the service contract period.

THAT the effectivity of this contract of services shall be subject to availability of funds and, upon recommendation of the FIRST PARTY, shall be deemed automatically terminated when the fund where this contract is charged is depleted;

This Contract of Service may also be terminated by the FIRST PARTY before the end of the stipulated term whenever the SECOND PARTY violates rules and regulations of the University, or on the grounds of unsatisfactory performance;

IN WITNESS THEREOF, the parties have hereto set their hands this ____th day of _____, 2019 at Baybay City, Leyte, Philippines.

VISAYAS STATE UNIVERSITY
Baybay City

By: **EDGARDO E. TULIN**
President
(First Party)

(Second Party)

(Second Party)

(Second Party)

(Second Party)

Signed in the presence of:

Head of Office

Head, PRPEO

Head, Accounting Office/Budget Office

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE)S.S.
CITY OF BAYBAY)

BEFORE ME, a Notary Public for and in the City of Baybay, Leyte, Philippines, this ____th day of _____, 2019, personally appeared Dr. Edgardo E. Tulin with VSU ID No. V000522 and _____ with valid ID No. _____, _____, _____ respectively, known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their voluntary act and deed, as well as the parties hereto.

WITNESS MY HAND AND SEAL on the date and place first above given.

Notary Public



**Attachment 3. Tabulated guide for computation of payment rate for JO Workers
based on the Third Tranche of the Salary Standardization Law**

Salary Grade	Monthly Rate	Daily Rate ^a (MR/22)	DR + 20% Premium	Hourly Rate =(DR+20%)/8
1	10,510.00	477.73	573.27	71.66
2	11,200.00	509.09	610.91	76.36
3	11,914.00	541.55	649.85	81.23
4	12,674.00	576.09	691.31	86.41
5	13,481.00	612.77	735.33	91.92
6	14,340.00	651.82	782.18	97.77
7	15,254.00	693.36	832.04	104.00
8	16,282.00	740.09	888.11	111.01
9	17,473.00	794.23	953.07	119.13
10	18,718.00	850.82	1,020.98	127.62
11	20,179.00	917.23	1,100.67	137.58
12	22,149.00	1,006.77	1,208.13	151.02
13	24,224.00	1,101.09	1,321.31	165.16
14	26,494.00	1,204.27	1,445.13	180.64
15	29,010.00	1,318.64	1,582.36	197.80

^a Daily rate refers to wage allocated for an 8-hour work period. Proportionate adjustment (using hourly rate) can be made for workdays involving less than 8 hours.