



Ref. No. 2025-83
February 26, 2025

MEMORANDUM FROM THE DIRECTOR

TO : **ALL DA-BAR CONTRACT OF SERVICE (COS) ENGAGED PERSONNEL**

SUBJECT : **PRESCRIBING CONDITIONS FOR AUTHORIZED ABSENCE OF COS-ENGAGED PERSONNEL**

I. BACKGROUND AND RATIONALE

The Commission on Audit (COA) and Department of Budget and Management (DBM) Joint Circular (JC) No. 2, s. 2020 provides for the Updated Rules and Regulations Governing Contract of Service (COS) and Job Order (JO) Workers in Government but does not specifically state provisions governing leave or absences of COS engaged personnel.

As clarified in existing Civil Service Commission policies, Contract of Service (COS) engaged personnel or workers are not covered by Civil Service laws, rules and regulations, and thus are not considered as government employees, albeit their deployment to government agencies.

The DA-Bureau of Agricultural Research (BAR), pursuant to the Policy Statement of COA-DBM Joint Circular No. 2, s. 2020, is authorized to enter into service contracts with individuals related to or incidental to the mandate, functions and operations, whether on a part-time or full-time basis.

Hence, pursuant to existing CSC rules, COA-DBM circulars, and the latest executed contracts of COS engaged personnel, these conditions for authorized absences shall be implemented.

II. LEGAL BASES

- A. Commission on Audit and Department of Budget and Management Joint Circular No. 2, s. 2020, October 20, 2020
- B. Commission on Audit and Department of Budget and Management Joint Circular No. 1, s. 2022, September 13, 2022
- C. Contract between DA-BAR and COS-engaged personnel

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III. SCOPE AND COVERAGE

These internal guidelines shall cover all COS whose services are directly engaged by the DA-BAR.

Institutional COS workers deployed/assigned in government agencies to provide services such as janitorial, security, consultancy and other support services are excluded from the coverage of these guidelines.

IV. DEFINITION OF TERMS

- A. **Contract of Service** refers to the engagement of the service 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/specific projects or jobs within a specific period.
- B. **Contract** shall refer to the latest contract executed by the COS-engaged personnel and the DA-BAR.
- C. **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 services such as janitorial, security, consultancy, and other support services.
- D. **Regular Official Time** refers to all working days between 7:00 AM to 5:00 PM, excluding 12:00 PM to 1:00 PM.
- E. **Period of Absence** refers to the number of working days that a COS engaged personnel did not report for work.
- F. **Authorized Absences** refers to the number of days that a COS engaged personnel was allowed not to report for work.

V. GUIDELINES

1. COS engaged personnel shall be required to report to the Bureau of Agricultural Research and shall perform his/her work at the regular official time.
2. It is expected that COS engaged personnel shall deliver the required services/obligations as specified under their Contract within the period stipulated.
3. Any absences, tardiness and undertime incurred by a COS engaged personnel shall correspond to an amount of deduction from his/her salary computed based on the number of working hours/days he/she failed to report.
4. As per the official policy of the Department of Agriculture- Personnel Division, COS engaged personnel shall be present before and after a holiday in order for their holiday to be paid.
5. COS engaged personnel shall inform his/her supervisor at least two (2) hours before the start of the working day that they intend not to report for work.



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6. When a COS engaged personnel shall be absent from work for a period of five (5) working days up to 30 calendar days for emergency reasons¹, he/she shall submit a written request with attachments to his/her immediate supervisor which must indicate the period of absence, the reason for such and an assurance that he/she shall return to work upon the end of such requested period of absence.
7. The immediate supervisor, upon receipt of the request, shall determine if the reason for the absence is acceptable. He/She shall then assess the request and/or may reduce the period of absence in writing. Once settled, the written request must be endorsed by their respective supervisors to the HRMU, for final approval of the Director.
8. The immediate supervisor shall consider the following in approving the request:
 - a. The proper delegation of the pending tasks of the personnel;
 - b. The assurance that the operations of the unit shall not be affected/hampered; and
 - c. The Period of Absence shall not affect the timelines of deliverables/outputs, such as but not limited to, reports and other scheduled submissions.
9. The immediate supervisor shall then submit an endorsement to the Director to seek approval for the period of absence of the COS engaged personnel and the corresponding plan to cover for the workload of said COS engaged personnel during the absence with the following attachments:
 - a. Handover Notes from the COS engaged personnel detailing daily tasks and responsibilities of their position; and
 - b. Temporary delegation of tasks to other staff within the unit until the duration of his/her absence.
10. The Director shall then issue the authorized/approved absences and may impose certain conditions depending on the length and circumstances of the absence. If the approved absence reaches or exceeds 30 calendar days, the COS-engaged personnel may be required to report for work at least once a week.
11. For approved absences exceeding the allowed 30 calendar days, the COS engaged personnel must secure a clearance, signed by his/her Immediate Supervisor, HRMU head and the Director.

VI. Effectivity

This memorandum shall take effect immediately and shall remain in force unless revoked in writing. All previous orders, memoranda and issuances inconsistent herewith are deemed revoked and superseded.

For the information, guidance and compliance of all concerned.


JUNEL B. SORIANO, PhD


¹ Emergency cases may be due to medical concerns, fortuitous events (i.e. natural calamities or accidents), and other unforeseen circumstances