

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 18-2024

January 18, 2024

Submitted by: **COMMITTEE ON RULES, LAWS AND ETHICS AND
COMMITTEE ON HUMAN RESOURCES AND DEVELOPMENT**

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman, Rules
HON. GRACE B. ARAGO	- Chairman, Human Resources
HON. ARNEL T. ARUGAY	- Member, Rules
HON. MARIA ROSARIO B. SORIANO	- Member, Rules
HON. RONALD S. ORTIZ	- Member, Rules/zoom
HON. RESTITUTO RAMIREZ	- Member, Human Resources/zoom
	- Member, Human Resources/zoom

RESOURCE PERSONS:

Dir. Rewina D. Arugay	- CSC, Provincial Director
Mr. Juanito Calubaquib	- City Administrator
Ms. Ophelia Eduardene Parallag	- HRMO
Atty. Vanessa T. Herrero-Verbo	- City Legal Officer
Ms. Sheryl A. Cabaguan	- Detailee

GUESTS:

Hon. Cerene Pearl T. Quilang	- SP Member
Hon. Tirso V. Mangada	- SP Member
Hon. Imogen Claire M. Callangan	- SP Member/ via zoom
Hon. Mark Angelo B. Dayag	- SP Member/ via zoom
Hon. Karina G. Viernes	- SP Member/ via zoom

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and Civil Service Commission relative to the detail of City Government employee/s to the latter.

FOR THE PRESIDING OFFICER:

The Members of the Committee met and deliberated on the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and Civil Service Commission relative to the detail of City Government employee/s to the latter. The Committee respectfully submits the herein Committee Report and has the honor to report to this August body in session the following actions taken, its findings and recommendations.

SPST-004-00

Ref. No. _____

ACTIONS TAKEN:

The Joint Committees, to which the matter was referred, met on January 18, 2024 to tackle the subject matter with the presence of resource persons.

FINDINGS:

1. Section 18, Chapter 4, Book V of Executive Order No. 292 provides that, "...The Civil Service Commission shall, whenever it deems it in the interest of the public service, organize in each department, office, agency, government-owned or controlled corporation, and provincial and city government a Civil Service Staff which shall be headed by an officer of the Commission. The necessary staff personnel and office facilities and equipment shall be provided by the department, government-owned or controlled corporation or local government where the staff is established but the Commission may augment these with its own."
2. The Civil Service Commission Cagayan-Batanes Field Office is catering to both Cagayan and Batanes Agencies, National Agencies, Local Government Units (LGUs), State Universities and Colleges including Government Owned or Controlled Corporations (GOCCs) with a total number of 116 Agencies and with this number of agencies, only 86 submitted appointments to the Commission.
3. The number of employees in the CSC Field Offices remain the same while the volume of transactions increases with the delegation of more functions from the CSC Central and Regional Offices.
4. The Civil Service Commission Cagayan-Batanes Field Office ranks as the 8th largest among all the CSC Filed Offices in the country in terms of volume of transactions.
5. The Civil Service Commission Cagayan-Batanes Field Office is only composed of five (5) permanent employees and one (1) contract of service. The commission is able to meet its target on attestation of appointment through the assistance and contribution of the different detailed employees in the Office.
6. The Commission recognizes the need of engaging the services of detailed employees to continuously provide frontline service.
7. The Commission requested for the renewal of the Detail Order of Ms. Sheryl A. Cabaguan for the year 2024 due to her very satisfactory performance in 2023.
8. There is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

RECOMMENDATIONS:

The joint committees, finding the request of City Mayor, Hon. Maila Rosario S. Ting-Que to be in order and meritorious, hereby recommend for the approval of the said MOA.

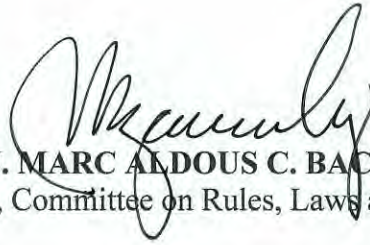
The joint committees further recommend for the passage of a Resolution Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the Memorandum Agreement with Civil Service Commission relative to the detail of City Government employee/s to the latter.

Attached herewith is the Draft Resolution.

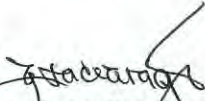
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Respectfully submitted:



HON. MARC ALDOUS C. BACCAY
Chairman, Committee on Rules, Laws and Ethics



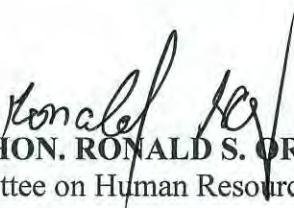
HON. GRACE B. ARAGO
Chairman, Committee on Human Resources and Development
Member, Committee on Rules, Laws and Ethics



HON. ARNEL T. ARUGAY
Member, Committee on Rules, Laws and Ethics



HON. MARIA ROSARIO B. SORIANO
Member, Committee on Rules, Laws and Ethics



HON. RONALD S. ORTIZ
Member, Committee on Human Resources and Development



HON. RESTITUTO RAMIREZ
Member, Committee on Human Resources and Development

**DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND CIVIL SERVICE
COMMISSION RELATIVE TO THE DETAIL ORDER OF MS. SHERYL A.
CABAGUAN TO THE LATTER AND GRANTING AUTHORITY TO THE CITY
MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF
OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA.**

WHEREAS, section 18, Chapter 4, Book V of Executive Order No. 292 provides that, "...The Civil Service Commission shall, whenever it deems it in the interest of the public service, organize in each department, office, agency, government-owned or controlled corporation, and provincial and city government a Civil Service Staff which shall be headed by an officer of the Commission. The necessary staff personnel and office facilities and equipment shall be provided by the department, government-owned or controlled corporation or local government where the staff is established but the Commission may augment these with its own.";

WHEREAS, the Civil Service Commission Cagayan-Batanes Field Office is catering to both Cagayan and Batanes Agencies, National Agencies, Local Government Units (LGUs), State Universities and Colleges including Government Owned or Controlled Corporations (GOCCs) with a total number of 116 Agencies and with this number of agencies, only 86 submitted appointments to the Commission.

WHEREAS, the number of employees in the CSC Field Offices remain the same while the volume of transactions increases with the delegation of more functions from the CSC Central and Regional Offices;

WHEREAS, the Civil Service Commission Cagayan-Batanes Field Office ranks as the 8th largest among all the CSC Filed Offices in the country in terms of volume of transactions;

WHEREAS, the Civil Service Commission Cagayan-Batanes Field Office is only composed of five (5) permanent employees and one (1) contract of service. The commission is able to meet its target on attestation of appointment through the assistance and contribution of the different detailed employees in the Office;

WHEREAS, the Commission recognizes the need of engaging the services of detailed employees to continuously provide frontline service;

WHEREAS, the Commission requested for the renewal of the Detail Order of Ms. Sheryl A. Cabaguan for the year 2024 due to her very satisfactory performance in 2023;

WHEREAS, there is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA;

WHEREAS, upon the evaluation of the subject referred, the joint committees recommend for the adoption and approval of the Memorandum of Agreement and granting of authority to the City Mayor to sign for and on behalf of the Tuguegarao City Government the said MOA;

NOW, THEREFORE RESOLVED, as it is hereby **RESOLVED**, to approve the Memorandum of Agreement between the Tuguegarao City Government and Civil Service Commission relative to the Detail Order of Ms. Sheryl A. Cabaguan to the latter and to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is executed and entered into on **02 January 2024** at the **Civil Service Commission Cagayan-Batanes Field Office** by and between:

The **Civil Service Commission Regional Office No. II**, an agency of the government created and existing by virtue of the Philippine Constitution with principal place of business at the Regional Government Center, Carig Sur, Tuguegarao City, Cagayan, herein represented by its **Acting Regional Director Atty. MARITES P. LAPPAY** herein referred to as the **COMMISSION**;

The **Local Government Office of Tuguegarao City**, created and existing by virtue of Law of the Philippines with principal place of business at the Regional Government Center, Carig Sur, Tuguegarao City, Cagayan and herein represented by its Agency Head, **Municipal Mayor Maila Rosario S. Ting-Que** and herein referred to as the **DETAILING OFFICE**.

WITNESSETH

WHEREAS, Section 18, Chapter 4, Book V of Executive Order No. 292 provides that, "...The Commission shall whenever it deems it in the interest of the public service, organize in each department, office, agency, government-owned or controlled corporation or local government where a staff is established but the Commission may augment these with its own";

WHEREAS, the number of employees in the CSC Field Offices remain the same while the volume of transactions increases with the delegation of more functions from the CSC Central and Regional Offices;

WHEREAS, the Commission recognizes the need of engaging the services of detailed employees to continuously provide frontline services;

NOW THEREFORE, the parties hereto have mutually AGREED as they do hereby mutually AGREE to the terms, conditions and covenants herein set forth:

The CSC Regional Director shall:

- Evaluate the need for and approve the detail of employees;
- Set qualification requirements and screen employees to be detailed subject to the rule on nepotism;
- Issue specific guidelines on detail of employees to CSCFOs, enumerating the functions of the detailed employees subject to the provisions of CSC Office Memorandum No. 13, s. 2003.
- Approve the request for retention /replacement/recall of the detailed employee subject to the recommendation of the CSC Field Director.

The CSC Field Director shall:

- Issue request for detailed employees addressed to the CSC Regional Director specifying the need for the services of detailed employees and the nature of functions that will be assigned to them;
- Orient the detailed employee on their specific duties and functions and the limitations as provided under CSC Office Memorandum No. 13, s. 2003
- Exercise close supervision over the detailee and ensure that the guidelines on detail provided under CSC Office Memorandum No. 13, s. 2003 shall be complied.

- Recommend retention/replacement/recall of the detailed employee, which shall preferably be for a maximum of three (3) years, subject to existing policies on detail as provided under CSC MC No. 21, s. 2002.

The Detailing Office shall:

- Issue the detail order to the agency employee to be detailed to the CSC Field Office subject to existing policies on detail under CSC MC No. 21, s. 2002;
- Certify that the employee to be detailed has no pending administrative case;
- Pay the salaries and other compensation of the detailed employee;
- Issue recall order subject to at least one (1) month prior notice to the CSC Regional Office and the detailed employee concerned.

The Detailed Employee shall:

- Perform functions limited to liaison works and preliminary document scanning to determine if the signatures and attachments/requirements are complete. The detailed clerical and/or messengerial staff shall not be assigned technical functions. As such they shall perform purely clerical, messengerial and/or liaison works;
- Strictly adhere to the provisions of the Data Privacy Act, Pledge of Confidentiality entered into between the CSC Field Office and other internal rules/policies of the CSC Regional and Field Office;

The detail arrangement shall be guided by the following provisions of CSC Office Memorandum No. 13, s. 2003:

- The detail of employees shall be discretionary on the part of the agency head and subject to the consent of detailed employee and other existing rules on detail as provided under CSC Resolution No. 021181 and CSC Memorandum Circular No. 21, s. 2002;
- The detailed employee should preferably hold permanent appointment. The acceptance of detailed employees, whether holding career or non-career item shall be subject to qualification requirements, screening and approval of the CSC Regional Director concerned taking into consideration the rule on nepotism; In no case shall the detailed employee be recommended by and/or related by affinity or consanguinity to the CSC Field Director and/or CSCFO staff;
- The retention and/or replacement of the detailed employee shall preferably be for maximum of three (3) years subject to the recommendation of the CSC Field Director concerned and subject to existing rules on detail;
- The detailed employees shall be limited to liaison works and preliminary document scanning to determine if the signatures and attachments/requirements are complete.
- The detailed clerical and/or messengerial staff shall not be assigned technical functions. As such they shall perform purely clerical, messengerial and/or liaison works;
- The detailed employees shall be under the close supervision of the CSC Field Office Director. As such, the CSC Field Director shall be held jointly liable for any mistake, neglect or irregularities committed by the detailed employee in line with his/her assigned functions/responsibilities.

DATE AND EFFECTIVITY

This agreement shall take effect on the day that the agreement is mutually signed by both parties.

IN WITNESS WHEREOF, we hereby affix our signatures hereunder this **2nd day of January 2024**.

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- Recommend retention-replacement-recall of the detailed employee, which shall preferably be for a maximum of three (3) years, subject to existing policies on detail as provided under CSC MC No. 21, s. 2002.

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- Issue the detail order to the agency employee to be detailed to the CSC Field Office subject to existing policies on detail under CSC MC No. 21, s. 2002;
- Certify that the employee to be detailed has no pending administrative case;
- Pay the salaries and other compensation of the detailed employee;
- Issue recall order subject to at least one (1) month prior notice to the CSC Regional Office and the detailed employee concerned.

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- The detailed employee should preferably hold permanent appointment. The acceptance of detailed employees, whether holding career or non-career item shall be subject to qualification requirements, screening and approval of the CSC Regional Director concerned taking into consideration the rule on nepotism: In no case shall the detailed employee be recommended by and/or related by affinity or consanguinity to the CSC Field Director and/or CSCFO staff.
- The retention and/or replacement of the detailed employee shall preferably be for maximum of three (3) years subject to the recommendation of the CSC Field Director concerned and subject to existing rules on detail;
- The detailed employees shall be limited to liaison works and preliminary document scanning to determine if the signatures and attachments/requirements are complete.
- The detailed clerical and/or messengerial staff shall not be assigned technical functions. As such they shall perform purely clerical, messengerial and/or liaison works;
- The detailed employees shall be under the close supervision of the CSC Field Office Director. As such, the CSC Field Director shall be held jointly liable for any mistake, neglect or irregularities committed by the detailed employee in line with his/her assigned functions/responsibilities.

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This agreement shall take effect on the day that the agreement is mutually signed by both parties.

IN WITNESS WHEREOF, we hereby affix our signatures hereunder this **2nd day of January 2024**.

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Conforme:

REWINA D. ARUGAY
Director II

SHERYL A. CABAGUAN
Detailed Employee

Signed in the presence of:

RONALD R. DANDEL
Acting Chief HR Specialist

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
Tuguegarao City

BEFORE ME, this _____ at _____ personally appeared the following:

_____ with CTC No. _____ issued at _____ on _____ in representation of the Civil Service Commission;

And

_____ with CTC No. _____ issued _____ at _____ on _____ in representation of _____;

Known to me to be the persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act that of the entities they respectively represent.

This instrument refers to Memorandum of Agreement consisting of three (3) pages including this page and has been signed on each page and every page by the parties and their respective witnesses.

WITNESS MY HAND AND SEAL.

Doc. No. _____
Page No. _____
Book No. _____

