

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 163-2024

May 22, 2024

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

PRESENT:

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

RESOURCE PERSON:

Mr. Elmer T. Bassig	- HRMO-IV
Ms. Ophelia Eduardene Parallag	- HRMO
Atty. Vanessa T. Herrero-Verbo	- City Legal Officer

GUESTS:

Hon. Imogen Claire M. Callangan	- SP Member/ via zoom
Hon. Cerene Pearl T. Quilang	- SP Member/ via zoom

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Service Obligation Contract between the Tuguegarao City Government and Mr. Elmer T. Bassig, relative to his six-month study leave pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended for information and appropriate action, certified urgent.

FOR THE PRESIDING OFFICER:

The Members of the Joint Committees met and deliberated on the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Service Obligation Contract between the Tuguegarao City Government and Mr. Elmer T. Bassig, relative to his six-month study leave pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended. The Joint Committees respectfully submit 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. _____

Accepted during the 9300 ms. May 28, 2024

ACTIONS TAKEN:

The joint committees conducted an evaluation of the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Service Obligation Contract between the Tuguegarao City Government and Mr. Elmer T. Bassig, relative to his six-month study leave pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended.

Resource persons were present to assist the joint committees in the committee deliberation.

FINDINGS:

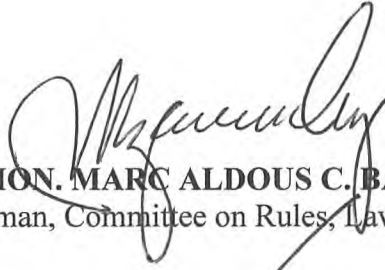
1. The referral pertaining to the “Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Service Obligation Contract between the Tuguegarao City Government and Mr. Elmer T. Bassig, relative to his six-month study leave pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended” was endorsed to the Ninth City Council.
2. Mr. Elmer T. Bassig is of legal age, married, and a resident of Tuguegarao City and a permanent employee of the Tuguegarao City Government, holding a position of HRMO-IV and currently assigned at the City Planning and Development Coordinating Office.
3. Pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended by MC No. 21, series of 2004, Mr. Elmer T. Bassig desires to avail of the study leave for a period of not more than six (6) months in preparation for the September 2024 Bar Examination.
4. Mr. Elmer T. Bassig is qualified to avail of the study leave based on the requirements embodied in Section 68 (II) of the above-mentioned CSC Circular.
5. There is a need for the passage of a Resolution Approving the Service Obligation Contract with Mr. Elmer T. Bassig 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 Service Obligation Contract.

RECOMMENDATIONS:

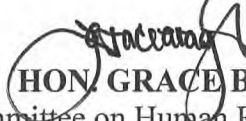
After a thorough discussion on the subject matter, the joint committees hereby recommend for the passage of a Resolution Approving the Service Obligation Contract with Mr. Elmer T. Bassig and Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said Service Obligation Contract.

Attached herewith is the Draft Resolution.

Respectfully submitted:



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



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



HON. JUDE T. BAYONA OS
Vice Chairman, Committee on Rules, Laws and Ethics
Member, Committee on Human Resources and Development



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



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



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



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

DRAFT RESOLUTION APPROVING THE SERVICE OBLIGATION CONTRACT WITH MR. ELMER T. BASSIG 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 SERVICE OBLIGATION

WHEREAS, the referral pertaining to the “Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Service Obligation Contract between the Tuguegarao City Government and Mr. Elmer T. Bassig, relative to his six-month study leave pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended” was endorsed to the Ninth City Council;

WHEREAS, Mr. Elmer T. Bassig is of legal age, married, and a resident of Tuguegarao City and a permanent employee of the Tuguegarao City Government, holding a position of HRMO-IV and currently assigned at the City Planning and Development Coordinating Office;

WHEREAS, pursuant to Civil Service Commission Memorandum Circular No. 14, series of 1999, as amended by MC No. 21, series of 2004, Mr. Elmer T. Bassig desires to avail of the study leave for a period of not more than six (6) months in preparation for the September 2024 Bar Examination;

WHEREAS, Mr. Elmer T. Bassig is qualified to avail of the study leave based on the requirements embodied in Section 68 (II) of the above-mentioned CSC Circular;

WHEREAS, there is a need for the passage of a Resolution Approving the Service Obligation Contract with Mr. Elmer T. Bassig 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 Service Obligation Contract;

WHEREAS, upon the evaluation of the subject referred, the joint committees recommend for the adoption and approval of the Service Obligation Contract with Mr. Elmer T. Bassig 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 Service Obligation Contract;

NOW, THEREFORE RESOLVED, as it is hereby **RESOLVED**, to approve the Service Obligation Contract with Mr. Elmer T. Bassig 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 Service Obligation Contract.

SERVICE OBLIGATION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract is entered into this ____ day of _____, 2024, by and between:

CITY GOVERNMENT OF TUGUEGARAO, a government agency duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Carig Sur, Tuguegarao City, Cagayan, represented herein by the City Mayor, **HON. MAILA ROSARIO S. TING-QUE**, hereinafter referred to as "**FIRST PARTY/GRANTOR**";

-and-

ELMER T. BASSIG, of legal, married, resident of Tuguegarao City and a permanent employee of the City Government of Tuguegarao, holding a position of HRMO-IV and currently assigned at the City Planning, hereinafter referred to as "**SECOND PARTY/GRANTEE**";

WITNESSETH:

WHEREAS, pursuant to Civil Service Commission Memorandum Circular No. 14, s. 1999, as amended by MC No. 21, s. 2004, the **SECOND PARTY/GRANTEE** desires to avail of the study leave for a period of not more than six (6) months in preparation for the September 2024 Bar examination;

WHEREAS, the **SECOND PARTY/GRANTEE** is qualified to avail of the study leave based on the requirements embodied in Section 68 (II) of the above-mentioned CSC Circular;

NOW, THEREFORE, the parties have agreed, that the **FIRST PARTY/GRANTOR** shall authorize the **SECOND PARTY/GRANTEE** to go on study leave with pay for a period of not more than six (6) months for the September 2024 Bar examination commencing from APRIL 01, 2024 until SEPTEMBER 30, 2024, under the following terms and conditions:

ARTICLE I - ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 1. The FIRST PARTY/GRANTOR shall:

- 1.1. Authorize the **SECOND PARTY/GRANTEE** to go on study leave for a period of not more than six (6) months to review and take the 2024 Bar examination;
- 1.2. Pay the salary, allowances and other benefits of the **SECOND PARTY/GRANTEE** during the study leave period;

Section 2. The SECOND PARTY/GRANTEE shall:

- 2.1. Render service obligation for the duration study leave with the City Government of Tuguegarao as follows;

Period of Grant	Service Obligation
One (1) month	Six (6) months

Two (2) to three (3) months	One (1) year
More than three (3) months to six (6) months	Two (2) years

2.2. In case the Second Party will suffer illness or injury, resulting in an inability to continue the study leave, it should be supported by a certificate issued by the government physician stating the nature and extent of the sickness or injury incurred or sustained, facts and actual circumstance surrounding the acquisition of, or giving rise to the sickness or injury; and, that the illness was not the proximate result of the Second Party's misconduct, gross negligence, intemperate use of drugs or alcoholic liquor or vicious and immoral acts of habits;

2.2. In case of failure to render in full, the required service obligation referred to in the agreement on account of voluntary resignation, optional retirement, or separation from the service through one's fault, or other causes within one's control, refund to the City Government of Tuguegarao the gross salary, allowances and other benefits received while on study leave proportionate to the balance of the service obligation based on the following computed formula:

$$R = \frac{[SOR-SOS]}{SOR} \times TCR$$

Where R = Refund
TCR = Total Compensation Received [gross salary, allowances, and other benefits received while on study leave]
SOS = Service Obligation Served
SOR = Service Obligation Required

2.3. Inform the City Government of Tuguegarao through the Human Resource Management Office (HRMO), the failure or discontinuance to take the bar examination and pay the City the corresponding salaries, allowances and other benefits received during the period of leave.

2.4. Report for work the day after the expiration of the study leave, otherwise, shall be considered absent without official leave (AWOL).

ARTICLE II- EFFECTIVITY

Section 3. The terms and conditions of this contract shall be effective upon the approval and signing by both parties. Provisions in the contract may be modified, altered, or supplemented subject to the mutual agreement of both Parties.

ARTICLE III- OTHER PROVISIONS

Section 4. If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law and existing rules and regulations, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

Section 5. If any provision contained a conflict arising from the interpretation of this contract, the parties shall mutually agree to arrive at an amicable solution, and shall take into consideration the objective for which the contract is executed.

IN WITNESS HEREOF, the parties hereto set their hands on the date and place above written:

MAILA ROSARIO S. TING-QUE
City Mayor
First Party/Grantor

ELMER T. BASSIG
HRMO-IV
Second Party/Grantee

WITNESSES:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
PROVINCE OF CAGAYAN } S.S.
CITY OF TUGUEGARAO }

BEFORE ME, a Notary Public in and for the Province of Cagayan, Philippines, this _____ day of _____ 2024, personally came and appeared the following:

NAME	CTC/ID NO.	DATE AND PLACE ISSUED
MAILA ROSARIO S. TING-QUE		
ELMER T. BASSIG	19218169	01 - 5 - 2024

known to me to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their own free will and voluntary act and deed. This instrument consists of three (3) pages including this page has been signed on the left-hand margin of each and every page thereof by the parties and their witnesses.

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

Notary Public

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 2024

