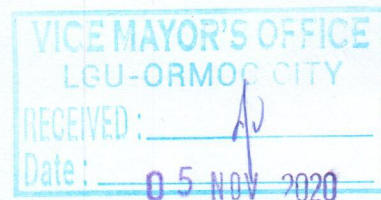


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON NOVEMBER 03, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member  
SP Member  
SP Member, Majority Floor Leader  
SP Member  
SP Member  
SP Member, Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

**RESOLUTION NO. 2020-357**

**AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO  
THE CITY MAYOR, RICHARD I. GOMEZ, OR THE  
ACTING CITY MAYOR OR OIC TO ENTER INTO AND  
SIGN ON BEHALF OF THE CITY GOVERNMENT OF  
ORMOC WORK CONTRACTS OF TRAINERS HIRED OR  
TO BE HIRED BY ORMOC TECHNICAL EDUCATION  
AND SKILLS DEVELOPMENT CENTER (ORMOC -  
TESDC) FOR THE VOCATIONAL AND TECHNICAL  
TRAINING COURSES OFFERED IN ORMOC-TESDC.**

WHEREAS, this Sanggunian received an indorsement from the City Mayor, dated October 19, 2020, requesting for the issuance of a resolution granting the City Mayor or his representative, the authority to sign the contract of work to be entered into, by and between the City Government of Ormoc and Maricris L. Casas. Photocopy of the contract is hereto attached as "ANNEX A" and made integral part hereof;

WHEREAS, pursuant to Section 10 of Ordinance No. 02, series of 2019, it provides that "xxxxxx - The Center shall hire trainors subject to the qualifications, duties and responsibilities xxxx to be governed by a yearly renewable contract subject to the terms for renewal to be determined by the Board. xxxxxx";

WHEREAS, the signing of contract of work signifies the party's commitment to continually uphold quality technical and vocational education that will benefit the people of the City of Ormoc especially those who need to acquire or improve their vocational and technical skills;

WHEREAS, the said contract of work clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the ends of the same;



WHEREAS, Section 16 of the Local Government Code of 1991 states that "Every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare. Within their respective territorial jurisdictions, local governments units shall ensure and support, among other things, the preservation and enrichment of culture, XXXXXXXXX support the development of appropriate and self-reliant scientific and technological capabilities, improve public morals, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and preserve the comfort and convenience of their inhabitant";

WHEREAS, this Sanggunian finds it more efficient and more convenient to pass an omnibus resolution authorizing the City Mayor to sign all work contracts with trainers or would be trainers of Ormoc TESDC to ensure smooth and unhampered implementation of the vocational and technical skills training programs;

WHEREAS, this Sanggunian, upon thorough review, finds that the said contracts are not contrary to law, public policy, public morals and existing contracts, and the aim is important and beneficial to the City of Ormoc as it contributes to the city's human development efforts especially in making ormocanon workers competitive thereby improving their chances for better job opportunities and therefore is most deserving of this august body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Employment, Livelihood & Manpower Development and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Joan Marbie C. Simbajon, Esteban V. Laurente, Lalaine A. Marcos and Peter M. Rodriguez; be it

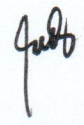
RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR, RICHARD I. GOMEZ, OR THE ACTING CITY MAYOR OR OIC TO ENTER INTO AND SIGN ON BEHALF OF THE CITY GOVERNMENT OF ORMOC WORK CONTRACTS OF TRAINERS HIRED OR TO BE HIRED BY ORMOC TECHNICAL EDUCATION AND SKILLS DEVELOPMENT CENTER (ORMOC -TESDC) FOR THE VOCATIONAL AND TECHNICAL TRAINING COURSES OFFERED IN ORMOC-TESDC;

ADOPTED, November 03, 2020.

RESOLVED, FURTHER, that a copy of the final and notarized MOU be furnished to this Sanggunian for its information and files;

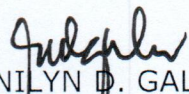
RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine A. Mejia- Romero; the TESDC Management Office; the City Treasurer; the City Accountant; the City Budget Officer; the City Local Government Operations Officer-DILG; and all other offices concerned.

CARRIED UNANIMOUSLY.






I HEREBY CERTIFY to the correctness of the above resolution.

  
NONILYN D. GALANO  
OIC – SP Secretary  
(Supervising Administrative Officer)

ATTESTED:

  
LEO CARMELO L. LOCSIN, JR.  
City Vice Mayor & Presiding Officer



Republic of the Philippines  
**ORMOC CITY TECHNICAL EDUCATION AND SKILL DEVELOPMENT  
CENTER**

Aunubing St., Cogon, Ormoc City, Leyte

**CONTRACT OF WORK**  
**FOR SIX (6) MONTHS**

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT OF WORK** made and entered into by and between:

The **CITY GOVERNMENT OF ORMOC**, a city corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Ormoc City, Leyte, represented by its **CITY MAYOR, HON. RICHARD I. GOMEZ**, herein referred to as the "**ORMOC TESDC**"

\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, of legal age, Filipino, single/married and a resident of \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as **WORKER**;

**WITNESSETH: That - - -**

**WHEREAS**, the **ORMOC TESDC** is a Tech-Voc training Center with an end view of helping the less fortunate and underprivileged constituents of the city;

**WHEREAS**, the **WORKER** needs the services of a qualified and competent worker to be able to accomplish its mission and vision;

**WHEREAS**, the **WORKER** manifests and guarantees that he possesses the requisite qualities and competencies needed by the **ORMOC TESDC** in the conduct of its manpower training, research and development;

**WHEREAS**, the parties hereto desire to enter into this agreement to define and set forth the terms and conditions of the employment of the worker by the **ORMOC TESDC**;

**NOW THEREFORE**, the parties hereby agree as follows:

1. The **TERM OF WORK** to be accomplished will be terminated on December 31, 2020 pursuant to the Board Resolution No. 006 Series of 2020.
2. The remuneration to be paid to the **WORKER** by **ORMOC TESDC** is based on the approved Regional Consolidated Qualification Map under Training for Works Scholarship Program (TWSP)/Rice Extension Services Program (RESP)
3. The worker shall have the following duties and responsibilities:

**TRAINER**

- a. Conduct classes on technical subjects set forth at the training center for basic, common and sore competencies;



- b. Install and maintain the necessary components of Competency- Based Training Delivery System;
  - c. Prepare updated session plan/syllabus for the trainees. Such session plans should be submitted to the Center Administrator before the classes started;
  - d. Utilize effective teaching methods and techniques to maximize learning, considering factors such as trainees' level of competence, lesson context, class hours;
  - e. Conduct Institutional Assessment prior subjecting the trainees to National Assessment;
  - f. Monitor student's progress in learning through the use of evaluation tools and other methods of appraisal such as Prescribed Progress Chart to facilitate the desired learning of students;
  - g. Ensure workshops are well-equipped, functional and maintained according to the curriculum requirements. All equipment, tools, materials and supplies are complete, secure, and in order during and after every work session.
  - h. Maintain and implement harmonious interpersonal relationship with and among superiors, co-workers and trainees;
  - i. Perform other related duties that may be assigned by the CENTER ADMINISTRATOR.
4. The parties hereby adopt the no-work no-pay principle, which means that if worker is absent and not working for the ORMOC TESDC, he/she is not entitled to be paid his wage;
5. The WORKER will be working for EIGHT (8) HOURS daily, subject to break time during snack time designated by the ORMOC TESDC;
6. When the employee sees the need for OT, he/she shall first secure authorization from the Administrator of his/her department. Failure to obtain the said authorization shall not entitle him/her to overtime pay.
7. The WORKER shall perform the duties and responsibilities that his/ her position or job necessarily entails, as may be contained in his/her job description or as may be reasonably assigned to him/her by the ORMOC TESDC from time to time. The WORKER is obliged to perform his duties loyally, independently and industriously to help meet the goals and objectives of the ORMOC TESDC and is expected to carry out these responsibilities to the best of his knowledge and abilities in order to protect and advance the interests of the ORMOC TESDC.
8. The WORKER shall observe and comply with all company rules and regulations written or otherwise.
9. Any violation by the WORKER of the terms and conditions this contract shall be ground for the termination of this contract.
10. The WORKER has read and fully understood the terms and conditions hereof and accepts the same;



11. This Contract shall take effect upon signing.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at Ormoc City, Philippines.

ORMOC CITY TECHNICAL  
EDUCATION AND SKILL  
DEVELOPMENT CENTER

Represented by:

RICHARD I. GOMEZ, DPA  
City Mayor

\_\_\_\_\_  
Worker

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

ACKNOWLEDGMENT

Republic of the Philippines,  
City of Ormoc ..... ) S. S.

BEFORE ME, NOTARY PUBLIC, this \_\_\_\_\_ at Ormoc City, Leyte, Philippines, personally appeared the above-named parties and exhibited to me their respective competent evidence of identification as indicated below:

Name	CTC/ID No.	Date and Place Issued

Both known to me and to me known to be the same persons who executed the foregoing contract, and acknowledged to me that the same is their free and voluntary act and deed.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2020.

*[Handwritten signature]*