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The logo for the International Institute of Social Studies, featuring the word "Erasmus" in a stylized, cursive script.

**Government workers
beyond the boundaries of labor laws
The (inconspicuous) case of service contractors
in the Philippine bureaucracy**

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List of Acronyms

COA	Commission on Audit
COS	Contract of Services
CSC	Civil Service Commission
DBM	Department of Budget and Management
DOLE	Department of Labor and Employment
GOP	Government of the Philippines
IFI	International Financing Institution
ILO	International Labor Organization
IMF	International Monetary Fund
JO	Job Order
MOA	Memorandum of Agreement
SAPs	Structural Adjustment Policies (Programs, Packages)
WB	World Bank

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*I will forever be grateful to my Creator and Savior Lord Jesus Christ
– all glory and praises be Yours for all the blessings and the wonderful things
You do in my life!*

Abstract

Due to budgetary restrictions the Government of the Philippines has restructured the civil service sector and downsized the bureaucracy, cutting the number of permanent appointments and increasing flexible or non-standard work arrangements. The latter are associated with contracts that expressly disclaim direct employment relationship, and these workers are hired through *job orders* and *contracts of services*, referred to in this literature as *service contractors*. These workers have been contributing to government work for decades rendering services that are similar as with regular government employees, as well as core/essential functions.

The paper shows how these forms of work contradict the intended purpose of outsourcing workers through flexible/non-standard employment who are supposed to perform only peripheral functions to government agencies' mandates and objectives. While these workers are classified as self-employed individuals, they are, in effect, subject to an extent of control exercised by the hiring government agencies that challenge their status as independent workers. The analysis has shown that these workers are, in principle, engaged in a direct employer-employee relationship consistent with the ruling/recommendation of the Supreme Court of the Philippines (2005) and the ILO (2006).

However, since their contracts expressly stipulate they are not 'government employees' and that their services are not considered 'government services', they are not accorded the standard employment security and entitlements of their counterparts in the civil service sector. As such, this mode of employment along with the different practices of hiring government agencies have systematically eroded core constitutional and labor rights of this group of workers. These deficits are promoted to a large extent by their vague positionality – neither government nor private sector 'employees' – amidst prevailing civil service rules/regulations covering government services on the one hand and the country's Labor Code on the other.

Relevance to Development Studies

The core labor rights of workers framed within the International Labor Organization's Decent Work Agenda need to be respected by national governments, which are compelled to prove their commitments by ensuring that their domestic labor regulations are responsive to the needs of workers amidst changing nature of employment arrangements. The Philippines is the first country in Asia that ratified the ILO Convention 151, which "highlights the commitment of the government to serve as model employers in the public sector" (ILO 2017). With this, it is but proper that the working conditions of service contractors, namely, *contract of service (or memorandum of agreement)* and *job order* workers, under the government's own span of control and care be given adequate attention. This paper highlights how development associated with market-oriented reforms have challenged the core labor of this group of workers, and how these need to be respected in policy processes.

Keywords

Flexible Work, Non-Standard Work, Contractualization, Job Order, Contract of Service, Decent Work, Labor Code, Civil Service, Structural Adjustment Packages (Policies)

Chapter 1

Introduction

1.1 Background and area of interest

The Philippines has, since the 1980s, implemented public sector reforms to reduce the size of the bureaucracy, a key conditionality for the government to receive necessary loans from the International Monetary Fund and the World Bank. An important labor market policy that was introduced in this regard was to employ workers on flexible contracts. Hired through *individual contracts of services (COS)* or *job orders (JOs)* stipulating that they were not ‘government employees’ and their work is not counted as ‘government services’ due to the *no employer-employee relationship* condition, these workers (collectively referred to hereon as *service contractors*¹) were not entitled to the standard employment security and other entitlements of government employees. As such, being classified as independent contractors or self-employed individuals, they are excluded from the scope of civil service rules and regulations but since they are actually employed by the government, their positionality within the purview of the Labor Code of the Philippines likewise cannot be clearly established as it is predominantly applied in the context of private sector labor practices. As a result, this work arrangement engendered hiring practices that allowed for contentious working conditions.

The number of said flexible contracts has increased over the decades. Records of the Civil Service Commission (CSC) demonstrate that in 2017 there were 660,390, about 27%, out of the 2.4 million employees of the Philippine bureaucracy, and delving into the numbers shows that 65,228 or around 55% of the 120,000 newly hired workers in 2017 were employed through service contracts (Yee 2018). They undertake administrative and/or general support services, technical, and even supervisory/managerial work, but their employment term is not, by law, to exceed one year. This paper is concerned with the work relations and labor laws that regulate service contractors and focuses on the nature of work they undertake, the similarity and differences with government employees, and their ability to access/claim the fundamental principles of protection, welfare and rights as embedded in the 1987 Philippine Constitution.

1.1.1 The dichotomy of work relations and labor laws in the country

Attempting to understand the complex situation of service contractors involves looking into the context of work relations and labor laws or regulations in the country, which are characteristically dichotomous.

As the overarching legal framework, the 1987 Philippine Constitution lays out the fundamental principles for protecting the rights of workers and promoting their welfare (Article II Section 18) and recognizes their rights, both in the public and private sector, “to form unions, associations, or societies” (Article III Section 8). Furthermore, Article XIII Section 3 provides: (i) that the state “shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all”; (ii) that all workers have the “right to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike”; (iii) that workers are entitled to “security of tenure and humane conditions of work, and a living wage”; (iv) that the state “shall promote the principle of shared responsibility between workers and employers and the preferential use of voluntary modes in settling disputes, including

conciliation”; and (v) that the state “shall regulate the relations between workers and employers” recognizing both the “right of labor to its just share of production” and the “right of enterprises to reasonable returns on investment, and to expansion and growth”.

It is noteworthy that the country’s Department of Labor and Employment (DOLE) is the primary government agency mandated to protect and promote workers’ rights and welfare covering “formal and informal economies, private and public” (DOLE n.d.). However, it somehow happened that its role and functions were directed to a focus on regulating working relations and conditions in the private sector. Presidential Decree No. 42, series of 1974, otherwise known as the Labor Code of the Philippines, proclaims itself as a revision and consolidation of labor laws to “afford protection to labor, promote employment and human resources development and **insure industrial peace based on social justice**” (emphasis supplied). I suppose that this is due to the resulting dichotomy as, on the other hand, public sector employment, or “government service” in particular, is governed by policies, rules and guidelines prescribed specifically by the Civil Service Commission. The CSC is the constitutional body tasked to formulate, administer and enforce such issuances concerning the merit system, ethical and work performance standards, retirement programs and benefits, personnel management, among other functions, in relation to civil service in the country (CSC 2014).

1.2 Research objectives and questions

This paper seeks to analyze the nature of employment or contractual relations and working conditions of service contractors focusing on the period from 1998 to the present. It aims to understand the challenges and limitations that they encounter in claiming and accessing their constitutional and legal labor rights with a further intention to promote ways that they may be able to do so.

The paper is guided by the following research question: *In which ways is the work done by service contractors in government instrumentalities in the Philippines different from that done by their counterparts in the civil service, and how are the service contractors able to claim and access their equivalent constitutional and legal labor rights within prevailing civil service and labor regulations in the country, as well as the Decent Work Agenda?*

In addition, this study will pursue the following specific questions:

- a. What is the actual work performed by the service contractor: whether it is considered essential to the functions of the government agency or similar to those performed by regular employees?
- b. What is the extent of control exercised by government instrumentalities in the performance of their work?
- c. In case of grievances in relation to their working conditions, how do service contractors raise their concerns?

1.3 Methodology

This research employed mixed methods to acquire a “more complete picture of an understanding of the problem than either quantitative or qualitative, by itself, would yield” (Creswell 2013). There is value in using mixed methodological strategies to attain a combination that will “likely result in complementary strengths and non-overlapping weaknesses” as articulated by Johnson and Onwuegbuzie (2004: 18). For this, I conducted preliminary survey for the quantitative approach to get an idea of the working conditions of service contractors,

followed by in-depth interviews which primarily comprise the qualitative approach. I incorporated ethnographic strategies to further the analysis/interpretation of results.

The survey was a relatively quick way to collect quantitative data as a means to test and validate the existence of an employer-employee relationship in the working arrangement of service contractors, based on pre-conceived determinants (in particular, the elements of a direct employment relationship as discussed in Chapter 2). However, the results are only to gain an idea of their working conditions which cannot be generalized based on a statistical representation of said group of workers. To complement and make better sense of the quantitative data gathered, the in-depth interviews would add “rich detail[s] that quantitative measures cannot give” taking account of personal stories and (differing) perspectives of the participants (Creswell 2013).

1.3.1 Quantitative approach for standardized data: Survey

Purpose of the survey

The preliminary survey, conducted on 01 to 31 August 2018, was intended to collect standardized/quantitative information pertaining to elements or characteristics of a direct employment relationship. Respondents are *job order* (JO) or *contract of services* (COS) workers. In some government agencies/offices, they are hired through a *memorandum of agreement* (MOA). The survey covered the following topics:

- a. Number of years employed as a service contractor;
- b. Whether work performed or function is similar to those performed by regular employees;
- c. Whether work performed is essential to the mandate of the government agency;
- d. Whether such work is the main or primary source of income of the service contractor, which can be inferred from the extent of service contractor’s engagement with his/her work, i.e., prescribed working hours in relation to where work is performed;
- e. The extent of control exercised by the government instrumentality by determining:
 - the location of the work or where work is carried out;
 - the prescribed working hours or days, as well as whether the worker is required to render overtime services;
 - whether sanctions are imposed for tardiness and absences; and
 - whether a prescribed corporate attire is imposed to service contractors as with regular employees;
 - the required participation/attendance of the service contractor to the government agency’s certain activities/events

In order to generate the abovementioned, I created and posted open for 31 days² an online self-administered questionnaire using Google Forms to collect responses. It was composed of closed questions (multiple choice and yes-no questions) as I considered that it will be easier for respondents to select from a set of pre-determined responses. Moreover, because the survey served as a way to test/validate the existence of the above cited elements of a direct employment relationship, respondents only needed to indicate whether or not such elements/situations are present/applicable given their experiences. My personal knowledge of the situation of service contractors guided the formulation of questions and choices. Nonetheless, there were cases where I deemed it necessary to allow respondents to provide their own answers (“Other” option) aside from the choices. The survey form is attached herewith as Appendix 2.

Sampling and Sample Size

My target respondents are service contractors who were directly hired by government instrumentalities. Since the results of the preliminary survey will be used to select potential participants for the qualitative inquiry/discussion of their working conditions and experiences given said employment arrangement, it was preferable that respondents who have been service contractors for five years or longer be included. I originally intended that survey participants will come from the top five government agencies employing the most number of service contractors. I inquired in this regard with the Civil Service Commission through electronic mail (e-mail) but unfortunately did not receive a response despite the help of a contact person in said office to follow up on the action taken by the appropriate head.

Both currently employed and those that are no longer employed as service contractors but have been in the past were accommodated. Including the latter enabled me to determine whether the respondent is now employed on a different working arrangement, especially as a regular employee, in the same or in another government agency and allowed me to identify prospect participants for the interview regarding the comparison between regular/permanent employment and flexible work arrangement in government.

I emphasize that the survey is not directed towards statistical generalizability of results but to gain an idea of the working conditions of service contractors based on the aforementioned topics, particularly on the commonness or differences in the hiring/labor practices of government agencies, thus, the non-standard treatment of service contractors given their non-standard work arrangement. Hence, it was important that different government instrumentalities hiring service contractors be represented.

Further, as I was not able to go back to the Philippines and personally identify focal/contact persons and prospective respondents from each of the different government agencies, I resorted to snowball recruitment or “chain sampling” (Hennink et al. 2011: 100), to complement the use of an online survey tool. I first sent the link to the questionnaire to service contractors I have worked with in the past, as well as to colleagues who know of service contractors from different government instrumentalities, and asked their assistance in identifying other qualified respondents. I also noted in the questionnaire that respondents can share the survey to their fellow service contractors. With the online self-administered survey, I was able to generate 136 responses given the 31-day period. The characteristics of my sample and their employment as service contractors are described in the sections below.

Categorization of public sector offices represented in the survey

The government agencies or public sector offices represented in the survey were categorized not to accurately describe the powers and functions of each but only to identify, based on the results of the survey, which type of offices/agencies are hiring service contractors in addition to their regular workforce. For this purpose, these government agencies/offices are grouped as follows:

Table 1.1
Number of government instrumentalities per category

Category	No. of agencies/ offices
NGA	17
Commission	4
GOCC	3
LGU	3

SUC/PSS	3
GH/MC/HU	2

- a. National government agency (NGA) – referring to sectoral departments (ministries) and their attached bureaus/offices;
- b. Commission – (independent) constitutional bodies;
- c. Government-owned and controlled corporation (GOCC) – many GOCCs are attached to departments but are separated as a category as they have special corporate powers/functions, which may imply distinct hiring/labor practices from their oversight agencies (departments);
- d. Local government unit – municipal or provincial government office;
- e. State universities and colleges or public school systems (SUC/PSS) – government-owned/-administered schools/universities
- f. Government hospital/medical center/health unit (GH/MC/HU) – government-owned/-administered hospitals, medical and health units

Number of respondents per category of government instrumentality

Table 1.2
Number of respondents per category

Category	No. of respondents
NGA	107
Commission	18
GOCC	2
LGU	4
SUC/PSS	3
GH/MC/HU	2
Total	136

Majority of the respondents, i.e., 79%, come from departments and attached agencies/bureaus; followed by 13% from commissions; 3% from LGUs; 2% from state universities/public schools; and 1% each from GOCCs and government-administered medical center/health unit.

Gender disaggregation of respondents

Table 1.3
Gender disaggregation of respondents

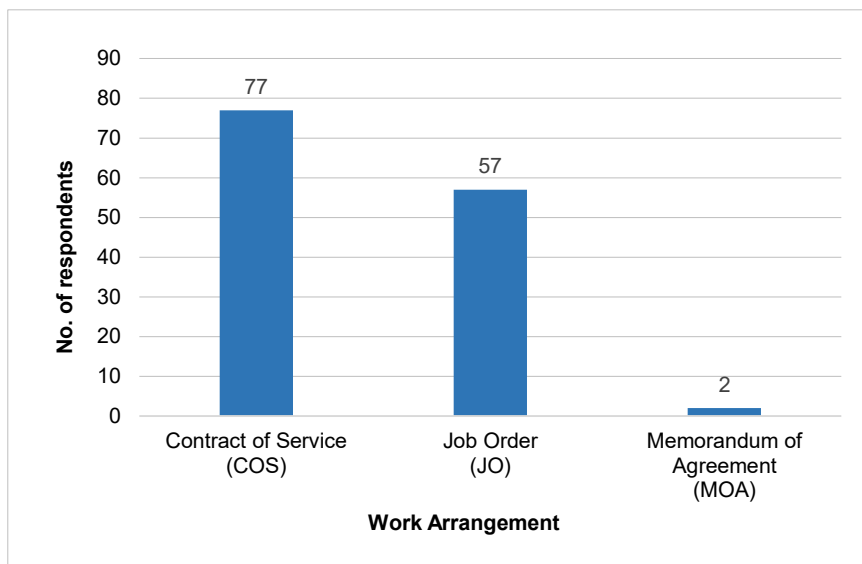
Gender	No. of respondents
Female	88
Male	48
Total	136

Based on the results of the survey, there are more females who responded than males, i.e., 65% and 35% respectively. This, however, is not taken as an outright indication that there are more female service contractors hired than male relative to gender preferences. Inquiring in this regard, all my female interview participants stated that they did not perceive/experience any such prejudice from their employers due to their gender, for instance hiring female workers on service contracts while preferring to appoint male workers to permanent positions, elaborating that selection was based on certain criteria/qualifications.

Working arrangement/status of respondents

Fifty-seven percent (57%) of the respondents, 42% and 1% specified that they are hired through *contract of services*, *job order*, and *memorandum of agreement*, respectively.

Figure 1.1
Work arrangement of service contractors



Note however that this information implies the existence of another ambiguity in the interpretation of the previously issued guidelines on the hiring of service contractors. It took until June 2017 when a joint circular by the Civil Service Commission (CSC), Commission on Audit (COA), and the Department of Budget and Management (DBM) issued the latest “Rules and Regulations Governing Contract of Service and Job Order Workers in Government”, which then clarified that: a COS refers to the engagement of services of an individual or a firm “as consultant, learning service provider or technical expert to undertake special project or job within a specified period” while a JO covers a specific piece of work or intermittent or emergency jobs “such as clearing of debris on the roads, canals, waterways, etc. after natural man-made disasters/occurrences and other manual/trades and crafts services such as carpentry, plumbing, electrical and the like”. As I looked into the position titles held by my respondents, I can rather categorize their status as COS workers (MOA being another term used in certain agencies). The confusion may be because some hiring government agencies had the idea that COS and JO are the same and can be used interchangeably.³ Nonetheless, this study covers all such workers as represented in the survey regardless of the clarification later on provided in said recent guidelines.

1.3.2 Qualitative approach for further inquiry on working conditions/experiences: In-depth interviews

The qualitative aspect of the research allows for an analysis of people's experiences in detail identifying key issues from the perspective of the study participants, particularly, through in-depth interviews to seek and capture their '*voices and stories*' (Hennink et al. 2011: 8-9; 110). Whereas the survey enabled a collection of standardized data that leads to the analysis if elements of a direct employment relationship exist, the subsequent in-depth interviews served as a way to delve further into the positionality of service contractors, their perceptions and interpretations of their working conditions/experiences given their non-standard employment in government. The interviews supplemented discussions as to whether service contractors are able to realize their rights as workers based on the Decent Work Agenda.

I conducted online semi-structured interviews aided by e-mail, voice call and instant messaging with consideration to the preferences and convenience of my respondents who expressed willingness to participate. My respondents and I communicated using a mix of English and Tagalog but most of the written responses were purely English. It was advantageous that English is commonly used in the Philippines and this also made it easier for me to process/organize the results as I only had to translate a relatively fewer portions of the participants' inputs.

My inquiries were guided by the following topics:

- a. Their work-related concerns/grievances;
- b. The ways in which they (attempt to) raise their work-related concerns;
- c. The usual response of the government agency with regard to their concerns; and
- d. Reasons that they continue to be employed as service contractors despite their concerns.

As mentioned, it was preferable that those who have been working for more than five years as service contractors participate as I assume that they are the ones most likely to have experienced changes in the hiring/labor practices of the government agency that they work with.

In relation to a question posed in the survey whether the respondents have been employed in the past in the same agency they are working with on a different work arrangement, there were some who indicated that they have been previously employed as *contractual employees*, a set-up which also disclaims employer-employee relationship but with some form of monetary benefits. It appears that later on more government agencies/offices have resorted to hiring of service contractors instead. These respondents have been invited as interview participants especially for the comparison of working arrangements. Moreover, among the few respondents who are no longer employed as service contractors, there are some who stated that they are now regular/permanent employees in the same (or another) government agency. These respondents have also been requested to participate in the in-depth discussions on the comparison of working conditions between regular employment and non-standard work in government.

I sent 38 invitations/requests for interview, wherein only 17 of the prospective participants agreed, but only 13 of these pushed through as the others, unfortunately, were not able to allot time due to their hectic work schedule. A summary of the participants and their profiles are provided in Appendix 1, assigning only codes for the interviewees as well as for the government instrumentality they work(ed) with for anonymity/confidentiality so as not to compromise their employment. I also purposely did not specify the more specific details about their position and tasks/assignments for the same reason. I did not reveal the names of the government agencies in the discussions to avoid pillory as my paper rather focuses on

the different hiring practices that ensued from such non-standard working arrangement stemming from the vague application of existing labor regulations in the country.

1.3.3 Reflexivity and autoethnographic methodology

I have been a service contractor for almost seven years from 2008 to 2014 in two different government agencies prior to my current status as a regular government employee in another one. Considering this employment term, I see my experiences as a mix of favorable conditions given certain circumstances but there are seemingly unfair and unjust labor practices of government agencies towards service contractors that cannot be disregarded; thus, with this research I am taking up my interest and choice to promote the labor rights of non-standard workers in government.

The descriptions in paper of *contractual* and *casual* employment (discussed in Chapter 3) as differentiated from *job orders/contract of services* do not make much sense to me as my experiences and observations working with government as a service contractor gave me the notion that if I were not a regular employee, then I must be a contractual one. Compared with regular employees, I was basically performing similar work as they do. I only knew then that there were no available permanent or *plantilla* positions which is why government agencies hire personnel under a JO or COS status. Later on, I was made to realize that I was technically a COS worker contrary to being a *contractual employee* (which comes with a *contractual appointment* supposedly approved by the Civil Service Commission as opposed to having only a *contract of services*) in government albeit, in essence, both employment modes are subsumed under the broader term of flexible, temporary, or non-standard work arrangement.

I am now a regular government employee and am receiving the benefits of such standard work arrangement. Having a security of tenure and expected retirement benefits, are perhaps the most known advantages of being a government employee, aside from other forms of compensation (both monetary and non-monetary) in exchange for government service. Looking back at my younger years, I have often heard words of motivation from my parents who were both government employees that I consider working in the civil service sector especially because my entire education was nurtured in public or state-owned schools, aside from consideration of the aforementioned benefits. However, one issue now at hand is not much about being a worker in government but about whether one is a *regular* government employee. I, myself, have been seeking to understand how the presence of service contractors came to be, along with the dilemmas of this employment status.

I duly acknowledged my subjectivity – background, position, and emotions – and reflected on the realities, on the knowledge gained and produced, together with my participants as I identified myself as (once) belonging to this “social world” being investigated (Berg 2007: 178, cited in Hennink et al. 2011: 20). As Finlay and Gough (2003: ix, 5 and as quoted in Hennink et al. 2011: 19) explained, “it is during the coming together of the researcher [with his/her critical self-reflection] and the study participant that each will react to the background, characteristics and positioning of the other, and in this way each will contribute to the co-construction of reality” yielding the researcher’s subjectivity as an opportunity during data collection, selection and interpretation. As this research presents the *voices* and *stories* of my participants entwined with my own, this literature renders an *autoethnographic* form. Reed-Danahay [1997: 6, 7; referring to Denzin’s (1989) and Deck’s (1990) contributions] pointed out an important characteristic of *autoethnography* as “the incorporation of elements of one’s own life experience when writing about others”, wherein the researcher’s authority comes from his/her authentic firsthand knowledge being *indigenous* to the subject social world.

1.4 Ethical considerations

Reaching out to service contractors and inviting them to participate in my study was reasonably challenging. Except for a few (former) colleagues, all of my study participants are people that do not know me personally. Since my data gathering was mostly done online, I knew that gaining their trust that the process will be confidential, establishing rapport, and requesting their time in responding to my queries given their busy schedules at work (and also because of the time difference between the Netherlands and the Philippines) would be difficult. I struggled with being discreet on drawing the line between persistence and obtrusion when following up responses. I understand that some hesitated to share further information due to concerns that their employment might be compromised considering that they do not have security of tenure. Given these, I strived to structure and present the discussions in this paper about my participants' working conditions/experiences in a circumspect manner so as not to cause them harm in any way.

1.5 Scope and limitations of the paper

This paper focuses on services contractors directly hired by government instrumentalities from 1998 to the present in order to understand the long-term trend in their hiring/labor practices and the implications for their constitutionally recognized labor rights. The research neither captures the working conditions of other atypical employees in government, particularly those who are hired through recruitment agencies nor the situation of contractual workers in the private sector, who could possibly be facing similar or worse conditions.

Nonetheless, the research emphasizes the role of the government, per ILO Convention No. 151, to serve as a model employer in the public sector and advocates that it can better confront labor issues under its own span of control as compared to tackling such issues in the labor market as a whole, involving the private sector. This paper generates new qualitative data on the experiences of service contractors in the public sector that can potentially inform policy analysis and design/decision relative to addressing the issues of the broader “contractualization” in the country.

Chapter 2

Contractual employment and labor rights/entitlements: a theoretical and comparative review of literature

2.1 The shift from standard to non-standard employment

Serrano (2014: 10) provides an analysis of the evolution of standard to non-standard employment and traces back the concept of standard, or regular full-time work to the Fordist model of mass production and mass consumption developed in America by Henry Ford during the early 1900s, which gradually spread worldwide. Characterized by “fragmentation and simplification of work tasks; the adoption of linear production and a moving assembly line (i.e., the factory system); and the use of standardized parts, in order to produce high volume of low quality products”, Fordism started as anti-union model but later on adapted to a “more pluralistic managerial ideology, which recognized the legitimate role of trade unions at the workplace” after its workers in the United States and the United Kingdom struggled for union recognition (Serrano 2014: 10). This resulted in the standardization of work, which according to Edgell (2012) is attributed with job security, fair wages and benefits, free collective bargaining, with the presence of strong trade unions and welfare state (Serrano 2014: 10).

However, Fordism began to decline in the 1970s when its profitability faced crisis due to increasing production costs and competition from Japan and other industrializing countries with lower production costs, among other factors. At this time, another scheme dominated in the form of the “Japanese lean production system (JLP) or ‘Toyotism’ pioneered by Ohno Taiichi, Toyota’s production-control expert”, which Serrano described as a “lean and mean” model associated with ‘work intensification, mandatory overtime, fragmented and simplified work standards with limited job rotation of multiple tasks, fast-paced assembly line, and a divided workforce and diminished role for independent trade union’ supposedly to rectify issues of productivity and profitability as encountered in Fordism (Serrano 2014: 11-12). Further, with its key focus on flexibility, specifically “recruitment of temporary workers, who are more easily hired and fired”, the non-standard or flexible forms of employment emerged, which expanded as a distinct feature of labor markets applied across all sectors and industries (Serrano 2014: 12).

Stone (2006: 157) likewise takes account of the transformation of employment arrangement in the United States referring to the traditional employment nature in large firms during the twentieth century as an “internal labor market” similar to the aforementioned, with jobs that are divided into smaller tasks which are arranged hierarchically, wherein employers recruit workers “at the entry level”, train them on-the-job, and eventually promote them “to fill all the higher rungs”. Stone (2006: 157) ascribes these practices as based on the scientific management theories taught by Frederick Winslow Taylor, which Serrano (2014: 27, 32) notes as a common characteristic, “Taylorism”, of both Fordism and Toyotism models of employment. However, Stone (2006: 157-158) underscores that employers particularly wanted their employees to stay with the firm for a long time; thus, “they gave them implicit promises of long-term employment and of orderly and predictable patterns of promotion”. but such employment practices declined in the 1960s to 1970s (coinciding with Serrano’s account) as corporations started to “reject the notion that employees should expect long-term, no less life-time, employment”.

In general, Abraham (1990: 93) contends three main reasons that motivate firms or employers in using market-mediated work arrangements, namely: (i) that such flexibility enhances the “organization’s ability to adjust both the quantity and the skill mix of labor input to changing circumstances while buffering the regular workforce from fluctuations in demand”; (ii) to allow the organization to take advantage of low market wage rates for a particular task; and (iii) to respond to the organization’s need for specialized services which is otherwise non-economical to produce in-house.

The ILO (2016) identifies non-standard employment in various forms, such as: (i) temporary employment engaging workers for a specific period of time which includes fixed-term, project- or task-based contracts, seasonal or casual work; (ii) part-time work, with fewer number of work hours than of full-time workers; (iii) temporary agency work and other forms of employment involving multiple parties, wherein workers are hired by an employment agency which then deploys them to provide services to a user firm; and (iv) disguised employment relationship (as when a worker is purposely misclassified as independent and self-employed) and dependent self-employment.

2.2 Market-oriented reforms, non-standard/flexible work and labor rights

Beyond the wisdom of attaining productivity and profitability as commonly adhered to by firms in the industrial sector which were the primary objectives of such alternative work arrangements, the United Nations Human Rights Council (UNHRC) rather expressed concern on the eroding of labor rights that came both as consequences of vague employment relationships and as deliberate austerity-related strategies forming part of broader economic reforms, particularly the structural adjustment programs, promoted by international financing institutions (IFIs) such as the World Bank (WB) and the International Monetary Fund (IMF) (UNHRC 2016: 5). The UNHRC (2016: 3) noted that IFIs “have often recommended or insisted, as part of their lending conditionality, that the labor market be made more flexible through deregulation, downsizing the public sector and freezing or reducing wages and work-related social benefits in an effort to reduce government expenditure”; hence, national governments have implemented said recommendations that consequently “reduced or eliminated labor rights”.

Specifically, Kentikelenis et al. (2016) investigated 4,590 IMF loan-related documents (i.e., national governments’ Letters of Intent and supporting Memoranda of Economic and Financial Policies) in order to extract conditions that were implemented as obligatory reforms imposed to 131 country borrowers, including the Philippines, between 1985 to 2014. Out of the 55,465 conditions drawn out, the authors found 1,987 conditionalities on labor-related reforms, including deregulation, wage and employment limits, pensions and social security institutions, as well as 3,303 conditionalities on reforming state-owned enterprises through privatization, corporatization, restructuring or rationalization, among others, that aimed to reduce government expenditure on wages.

In relation, Bello (1999) enumerated that between 1980 and 1999 the Philippines received “nine structural adjustment loans from the [WB], and participated in three stand-by programs, two extended fund programs, and one precautionary stand-by arrangement with the IMF”. In fact, it is one of the countries that adopted the first structural adjustment policies/programs (SAP) packages tied with the IMF and the WB during the 1980s (Beneria 1999: 688). Further in her literature, Beneria (1999: 688-689) detailed that SAPs are “high-powered austerity programs” imposed by the IMF and WB on loan recipient countries “with

chronic balance of payment problems”, which involve, among others: (i) drastic cuts in government spending on services and subsidies related to social welfare; (ii) reducing the role of the public sector by shifting resources and economic activity to the private sector; (iii) market deregulation and “reorganization of labor processes”; and (iv) trade liberalization and “increasing the degree of globalization of the economy”.

With the shrinking of the bureaucracy as influenced by the implementation of said economic restructuring policies, government instrumentalities resorted to the use of flexible work arrangements, following the deregulation and reorganization of the labor market, in order to augment their remaining regular workforces.

2.3 Labor laws and rights of workers

The evolving nature of employment as previously discussed created issues relevant to why Davidov and Langille (2006: 01-02) contended that “the laws regulating and protecting people at work are in crisis”; that such crisis is two-dimensional referring to queries not only on the scope or boundaries of labor law but also on “what is labor law?”

Langille (2006: 27-28) discussed of the core assumption that the contract of employment involving two parties, namely, the employer and the employee, is the “platform” through which labor law can intervene for employees who need protection “because of inequality of bargaining power...for regulation and for the delivery of a social safety net that insured against both the employment risks and wider social risks, for both the worker and the family”. Hyde (2006: 46) affirms this stating that:

Labor and employment law grew up against a universal assumption that that the relationship of work and or employment was simultaneously the site of: (1) the greatest social oppression, (2) the greatest inequality of bargaining power, (3) the most revolting excesses of power, and (4) the greatest social conflict.

Hyde (2006: 47), however, raised that such traditional concept of employment relationship “as a foundation for legal regulation” can be problematic as it can be “simultaneously under-inclusive and over-inclusive” – it tends to exclude many especially those who need its intervention the most while it includes those “whose needs are far less urgent” – pointing out that it is “thus neither the only nor the best way of creating social equality or security”.

The International Labor Organization (ILO) (2016) underscored that most domestic laws regulating employment, which provide protection for workers while enabling employers to benefit from a stable workforce given their workers’ talents as well as “gain the managerial prerogative and authority to organize and direct their employees’ work”, are hinged on a standard employment relationship or a subordinate and direct employer-employee relationship, commonly described as continuous and full-time. However, the nature of employment has indeed been changing. Stone (2006: 157-162) argues that existing labor and employment laws may no longer be compatible and responsive to the problems generated by alternative work arrangements referring to the new employment relationship characterized by weakened attachment between the employer and the now “temporary, provisional, and contingent” but still has to be motivated and committed employee.

In light of such debates, Hyde (2006: 53) contributed that labor law is the “collection of regulatory techniques and values that are properly applied to any market that, if left unregulated, will reach sub-optimum outcomes because economic actors are individuated and cannot overcome collective action problems”. He stresses that labor law is not the set of human values imposed on markets drawn upon the bounds and concept of traditional employment relationship but that of regulations that calls for an affirmation whether the benefits of its application would outweigh the costs (Hyde 2006: 54). On the other hand, Langille (2006:

19) holds that labor law is a “constituting narrative” and he views it as “one of the great success stories” as through generations conflicts or dilemmas (in the context of work) have been recognized through critical thinking and have been overcome which result in new conceptualization and understanding of labor law but adding that the real problem is “whether we can rise to the same sort of challenges...[o]r will we...not even see we have a problem and simply accept the limits to our world which the narrative constructs?”. Langille (2006: 33) emphasizes labor law’s role in upholding Sen’s concept of human freedoms (social, economic and political) as both means and goal further stating that “social justice and economic development are not locked in a zero-sum game”.

Deakin (2011: 157) supports Langille’s point and emphasizes that it is the role of institutions within accountable states to promote human capabilities in order that individuals may achieve their desired social and economic goals likewise recognizing the relationship between human development and economic growth. Deakin (2011: 157) cautions on pushing too far the idea of a trade-off between said development and growth arguing that both could actually complement each other and that labor law is one of the means to reconcile the two. In addition, according to Dukes (2011: 65-66), labor law still stands with its constitutional function, that it is a tool to attain economic order and social justice highlighting the “humanity of the worker as the first reference point”.

In line with this focus on the humanity of the worker, some scholars, such as Freedland and Kountouris (2011), Howe (2011), Trebilcock (2006) and Sankaran (2006), have called for re-conceptualizing labor law for a liberal scope of application in order to capture issues in the informal economy, the personal work contract or self-employment, and even unpaid work, transcending our normative ideas of employer-employee relationship as the primary concern of labor law. Notwithstanding, amidst these discussions Davidov (2006) justifies that the “employee” concept remains a viable instrument, albeit he reminds on the proper use thereof, for delivering workers’ rights through labor law, as he asserts that employees are a distinct group of people who need protection and that the employer, possessing more power, is responsible for said protection. Considering this, the analyses presented in the succeeding sections of this paper are anchored on the concept of employment relationship amidst existing labor laws in the Philippines, as deemed relevant to the topic of interest.

2.3.1 Elements of a direct employment relationship

Relative to the distinction between an “employee” and an “independent contractor” (hence, the self-employed individual), Stone (2006: 172-174) presented factors used by the Supreme Court of the United States to properly distinguish the former from the other, emphasizing that the “employer’s right to control was paramount”, which includes the following, among others: “(1) the hiring party’s right to control the manner and by which the product is accomplished; (2) the skill required; (3) the source of the instrumentalities and tools; (4) the location of the work; (5) the duration of the relationship between parties; (6) whether the hiring party has the right to assign additional projects to the hired party; (7) the extent of the hiring party’s discretion over when and how long to work... (10) whether the work is part of the regular business of the hiring party....”

Consistently, the Supreme Court of the Philippines’ (2005) four-fold test for determining the existence of a direct employment relationship likewise underscores the element of control as the most important, to wit: “(1) whether the alleged employer has the power of selection and engagement of an employee; (2) whether he has control of the employee with respect to the means and methods by which work is to be accomplished; (3) whether he has the power to dismiss; and (4) whether the employee was paid wages”.

All the aforementioned factors/elements are coherent with the indicators contained in the ILO's Recommendation No. 198 (2006) for determining the existence of an employment relationship, especially on the extent of control as to the manner or method of carrying out the work, within specified hours and workplace, for a specific duration and with continuity and on the fact that the remuneration from such work is the worker's principal source of income. The ILO thus recommended that member countries should "consider the possibility" of including such indicators in their respective domestic laws and regulations "or by other means".

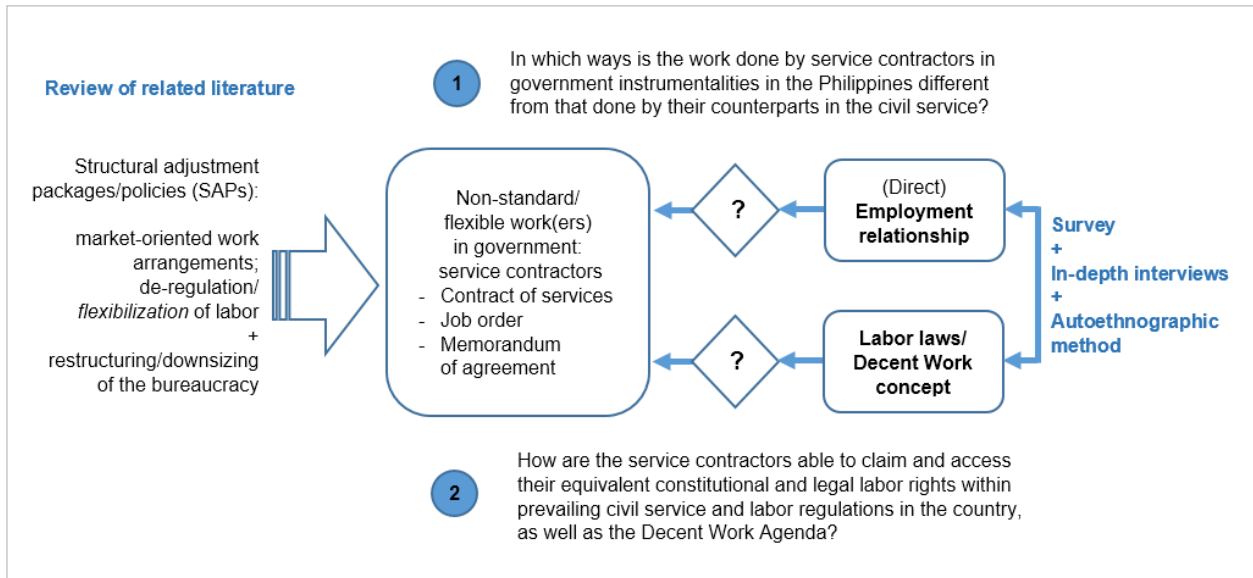
2.5 The concept of Decent Work

It is important to note that service contractors in government have rights as workers, regardless of employment status and the ambiguous employer-employee relationship, as advocated by the ILO's Decent Work Agenda. The universally accepted and recognized concept of decent work was introduced at the International Labor Conference in June 1999, which is anchored on ILO's primary goal "to promote opportunities for women and men to obtain decent and productive work, in conditions of freedom, equality, security and human rights" (Ghai 2006: 2). As a framework reflecting the aspirations of all people in all societies, the Decent Work Agenda focuses on four dimensions of working life – its core components – i.e., rights at work, employment and work, social protection, and social dialogue, briefly discussed below, based on the contributions of Ghai (2006: 1-22):

- a. (Fundamental) Rights at work, as part of the overarching agenda of human rights, comprises the "ethical and legal framework for all elements of decent work" with the purpose of ensuring work that is "associated with dignity, equality, freedom, adequate remuneration, social security and voice, representation and participation for all categories of workers", for which national governments are ultimately responsible for formulating and implementing their country-specific frameworks on rights at work and implementing them (Ghai 2006: 7-10).
- b. Employment and work: referring to certain conditions that must be fulfilled in order to obtain decent work, such as: (a) adequate employment opportunities and corresponding fair remuneration that is sufficient to meet the essential needs of the worker and his or her family; (b) work that is "freely chosen" with adequate protection against discrimination as to category of work, "accidents, unhealthy and dangerous working conditions, and excessively long hours of work"; (c) the right to join workers' associations to represent their work-related interests and issues in collective bargaining with employers and government authorities; and (d) essential minimum (work-related) social security (Ghai 2006: 10-14).
- c. Social protection: a more comprehensive definition of social protection as social security against contingencies and vulnerabilities, including "ill-health, maternity needs, accidents, unemployment, destitution, extreme economic fluctuations, natural disasters and civil conflicts", which covers the worker and their family members and even insecure persons outside employment or the labor force; hence, to all members of society. The ILO, however, notes that not all countries are in a position to provide this broader notion of social protection with due consideration of their respective stages of development and level of resources. (Ghai 2006: 14-18)
- d. Social dialogue "provides voice and representation to participants in the production process" as a means for them 'to defend their interests, to articulate their concerns and priorities and to engage in negotiations and discussions with other actors in the production system and with the public authorities on social and economic

policies'. The ILO identifies trade unions, cooperatives, community organizations, voluntary agencies as among the forms of organizations that play a key role in representing workers. (Ghai 2006: 18-22)

Figure 2.1
Analytical Framework of the Research



Based on my review of related literature, non-standard or flexible work arrangement, such as the resulting case of service contractors in the bureaucracy, were introduced as policies forming part of structural adjustment packages. As illustrated in Figure 2.1, my main research question (presented in Section 1.2) can be subdivided into two areas of interest in terms of analysis: the nature of work performed by these service contractors, and the challenges and limitations they face in accessing their legal and constitutional rights, using the concepts of Employment Relationship and Decent Work.

Chapter 3

Reforms in the public sector and the incidental non-standard employment

3.1 Terminology of workers in the bureaucracy

There are formal and important distinctions between regular and contractual employees/service contractors. According to the Civil Service Commission (CSC) in its 1993⁴ Guidelines on Appointments and Other Personnel Actions, *job order (JO)* and *contract of services (COS)* refer to employment which covers lump sum work or services, such as janitorial, security or consultancy services, where no employer-employee relationship exists; and a JO in particular is for a short duration only not exceeding six months for “piece work” or intermittent job (CSC 1993: 22). Services rendered by workers under such contracts are not considered government services, therefore, they are not entitled to benefits⁵ enjoyed by government employees, i.e., the personnel economic relief allowance (PERA), cost of living allowance (COLA) and representation and transportation allowance (RATA) – forms of monetary compensation granted on top of the government employee’s monthly salary (CSC 1993: 22). The same guidelines also provided that such contracts do not require approval from the CSC contrary to *permanent* and *contractual appointments*.

A Revised Omnibus Rules on Appointments and Other Personnel Actions was later on issued by the CSC in 1998 containing essentially similar provisions regarding JO and COS employment. Its definitions of *contractual* and *casual appointments* in government are worth mentioning, as follows: that a *contractual employee* undertakes “a specific work or job for a limited period not to exceed one year” while a *casual employee* renders “essential and necessary services where there are not enough regular staff to meet the demands of the service” (CSC 1998). These two types of *appointments* require approval from the CSC, which is not the same case for JOs and COSs.

Table 3.1
Summary description of employment terms based on the CSC Guidelines (1993, 1998, 2002)⁶

Employment	CSC Approval	Purpose / Characteristics
<i>Plantilla</i> appointment	Required	Regular/permanent functions of the agency; With direct employment relationship
<i>Contractual</i> appointment	Required	For a specific work or job for a limited period not to exceed one year
<i>Casual</i> appointment	Required	To perform essential and necessary services where there are not enough regular staff to meet the demands of the service
Job Order (JO) / Contract of Service (COS)	Not required	For piece work / lump sum services / intermittent job for a short duration not exceeding 6 months

In relation to the above-cited description of lump sum services or “piece work”, workers hired through *individual* COSs or JOs in reality, however, render services that may be general support, administrative, technical, and even supervisory/managerial work in nature – work that are more or less similar as with regular employees albeit the CSC ruled that service contracts be submitted to the CSC regional office with jurisdiction over the specific government agency for review to ensure that the following are NOT stipulated therein (CSC 2002: 2-4):

- a. That the worker performs similar work or functions as those performed by the regular employees or those that are considered necessary and essential to the mandate of the government agency;
- b. That the worker is required to report to the office following the prescribed work hours from 8:00AM to 5:00PM for a total of 40 hours of services rendered per week;
- c. That the worker is entitled to benefits accorded to regular employees, such as bonuses, incentives, cash gifts, etc.;
- d. That the government agency will directly supervise the worker's conduct and performance; and
- e. That the government agency will evaluate the performance of the worker.

These provisions certainly lay out the conditions for said "independence" of the service contractor, the self-employed individual. Emphasizing that service contractors are supposedly to perform only lump sum services for a specific duration, which are not similar to those performed by a government agency's permanent employees or those that are essential to the government agency's functions, items (c) to (e) above would make sense. The main basis of contract execution would then be satisfactory accomplishment of the work required within the specified duration. Unfortunately, this work arrangement was subject to different interpretations and engendered hiring practices that allowed for contentious working conditions (as elaborated in Chapter 4).

3.2 Service contractors and their eroded labor rights

This employment arrangement which explicitly disclaims employment relationship, brought about two main issues: first, given that their contracts expressly stipulate that they are not considered "government employees" and their work is not counted as "government services" due to the no employer-employee relationship condition, they are excluded from the scope of civil service rules and regulations; and second, as they are actually employed by the government, their positionality within the purview of the Labor Code of the Philippines cannot be clearly established as it is predominantly applied in the context of private sector labor practices. Consequently, the rights of these workers are jeopardized.

Below are some of the Basic Rights of all workers summarized by the Bureau of Working Conditions of the Philippines (Official Gazette n.d.) provided for by the country's Labor Code, which nonetheless seem to be eroded given the ambiguous positionality of service contractors amidst prevailing labor regulations in the country:

- a. Equal work opportunities, with State intervention in the protection and regulation of relations between employees and employers;
- b. Security of tenure, wherein employee dismissal shall only be "for a just or authorized cause and only after due process";
- c. Full remuneration for all days/hours worked, with provisions for night shift and overtime pay, as applicable;
- d. A weekly rest day, i.e. consecutive 24-hour day-off after six days of work;
- e. Safe and healthful working conditions; and the
- f. Right to self-organization, specifically "to form or to join any legitimate workers' union free from interference of their employer or the government...for the purpose of collective bargaining".

The abovementioned can be summarized as adequate remuneration, social security and protection against contingencies and vulnerabilities, and collective bargaining, entitlements that are also entrenched in the International Labor Organization's Decent Work standards.

Relatedly, while this form of employment has contributed to the reduction of labor costs for the government, there is little attention given to the legal labor rights of this group of workers. I put forward that there is little attention also due to the fact that the ILO Philippines (2017: 29) raises the pressing need for "a cohesive policy on regular and non-regular forms of employment applicable to both the private and public sectors" in order to address the "differentiated treatment between forms of employment in the private sector (where the Labor Code and jurisprudence do not allow disclaimers of employment relationship) and in the public sector (where CSC rules expressly allow similar disclaimers)".

3.3 Rationalizing diminution of the bureaucracy

As indicated in Chapters 1 and 2, the International Monetary Fund and the World Bank imposed as loan conditionalities to recipient countries, including the Philippines, SAPs that contained policies on reducing government expenditure, restructuring and downsizing of the bureaucracy while giving an increased role for the private sector, accompanied with labor market "*flexibilization*" through deregulation (Kentikelenis et al. 2016; Bello 1999; Beneria 1999: 688-689). Relatedly, Domingo and Reyes (2011: 402) noted that almost every president in the country's history implemented reorganization measures to address certain "perceived ills of the bureaucracy" thus introduced programs that would enhance government operations, curb wastages, and enhance fiscal economy, among others. They pointed out that various reforms implemented in the public sector took semblance of the New Public Management (NPM) approach that advocates a reduced role and size of the government which started to gain popularity in the 1980s:

To be able to access credit from multilateral institutions, countries had to accept structural adjustment packages (SAP) and conditionalities that include embarking on reforms that were pro-market and pro-private sector. The [WB] and the [IMF] viewed **the role of government in many crises states as "far too extensive, intrusive, expensive, and inefficient"** (Larbi 1999: 7-8). The language of NPM such as "value for money", "doing more with less", "consumer as customer", "results over process", "**downsizing and rightsizing**", "**lean and mean**", "**contracting out**", "**outsourcing**", and "empowering rather than serving" have influenced public sector management reforms (Larbi 1999: 11; Tillah 2005: 12). (Emphasis supplied) (Domingo and Reyes 2011: 403)

On the other hand, Briones (1994: 10, 14), contended that the Philippines' budget is terribly inflicted with accumulated debts and that "[d]ebt service remains the number one priority item in the budget, consistently exceeding allocations for economic and social services since 1983".⁷ Burdened by debt payments at that time, the costs of maintaining civil service sector workers was viewed as disproportional to the availability of government funds, which corroborates the aforementioned arguments that downsizing and rightsizing, as contained in SAPs, were imposed as prescriptions to cure one "perceived ill", that is, an expensive bureaucracy. Influenced by the implementation of said economic restructuring policies, government instrumentalities resorted to the use of flexible work arrangements in order to augment their remaining regular workforces, thus, raising doubts if restructuring measures implemented are indeed oriented to cure a bloated bureaucracy to attain a lean but mean structure, or more driven by the need to cut government spending.

A lawmaker in the country, Senator Franklin Drilon, was once quoted in an article as saying that the government only calls a restructuring as "rightsizing so it would sound good, but **in reality, it's retrenchment of government employees ... Are there really too many**

people in government, that there is need to reduce the number of employees”?) (Emphasis supplied) (Bueza 2017). In the same article, the country’s Department of Budget and Management remained firm with its explanation that said measures are “designed to arrive at the appropriate structure and size of government agencies that will be responsive in the delivery of public goods and services in an effective and efficient manner, at the right time, and at the right cost” rather than outright downsizing (Bueza 2017). I, however, am more convinced of lawmaker Drilon’s views due to the fact that there are service contractors around a quarter of the government’s regular workforce contributing their labor.

3.4 Budgetary restrictions and flexible work

Just like how my motivation for entering the civil service sector has been molded, one of my respondents shared that he developed a preference for working in government as both of his parents are also civil servants who have been encouraging him to be the same. Others conveyed that working with government, doing public service is fulfilling, by itself, which is why they applied for and accepted the job despite not being a permanent position. Some deemed that being a service contractor was an opportunity to gain work experience, especially for a few of my interviewees who simply wanted to try working in government, or were just starting their career being fresh graduates then. A few basically compared it to their previous employment in the private sector, which was much more hectic and demanding, and they feel that working in government was more favorable. Others find their salaries relatively good “*albeit without security of tenure*” because the standardized wages (based on the country’s *Salary Standardization Law*) for government employees, which periodically increase, also apply to service contractors (at least to the jobs/positions of my participants).

Delving further, I gathered that a few of them could only be hired as job order (JO)/contract of service (COS) workers as they still did not have their civil service eligibility at that time although many of them posited that there are really no available permanent positions:

I must say there is a specific eligibility that is required before one can get a permanent/regular position in a government agency. You have to pass the civil service exam before you can be appointed into a *plantilla* position. There are a lot of people who apply for a government position but do not possess this eligibility. However, **majority of these government agencies lack manpower, so as a compromise, they would hire people as [service contractors]**. (Worker B-01)

It is easier to hire the needed services through COS because the process is less strict on eligibility requirements but, still, considering that we are 19,000 MOA workers in total, **even if we all pass the civil service eligibility exam not all of us will be given permanent positions because of the limited funds so [eligibility] is not the only basis.** Also, [there are agency heads who] need to hire the person they prefer especially for a confidential position and it’s easier for them to hire through a COS or co-terminus arrangement that does not entail the usual hiring/application process. That is how I got hired. (Worker D-01)

This does not conclude, however, that all or most service contractors are ineligible.⁸ In my case, I took the civil service exam about a month after I was hired as a COS worker in 2008 and passed although I remained as such for several years more until 2014. Some of my former co-workers were also eligible but still had to wait until a permanent position became available to apply for but even then there was no guarantee that they will obtain it. Hence, aside from eligibility reasons, the shortage of *plantilla* positions and the hiring of personnel through flexible arrangements are linked to the varying manpower needs of government

agencies for particular projects/programs at a given time. As what my participants put forward:

It's difficult to request for budget or to change the structure of an agency like ours. **New programs are introduced or programs change** since we are a third world country trying to improve our policies and welfare of the people. In [our agency], they continuously change and add policies every year. (Worker E-01)

The programs we work with are project-based and time bound. When the program terminates, so does the whole program staff. **The skills provided by JO/COS [workers] are not inherent in the regular employees.** (Worker C-01)

These are consistent with the reason detailed by Abraham (1990: 93) that necessitate employers to resort to flexible market-mediated work arrangements that is to buffer the organization's regular work force with precisely the quantity and the mix of skills needed, which is also more economical than to maintain a larger core work force that would require more generous compensation being comprised of regular employees with labor entitlements. They hire temporary workers that can easily be hired and easily hired (Serrano 2014: 12). In fact, these are what many of my participants also perceive:

I think they are thinking about the budget. **If they hire a JO worker, since this is temporary, the person might just agree not receiving benefits** and [the management] can easily end the contract if they don't want the performance of the worker. Also if they are lacking in budget, **they can just cut down on the number of personnel to be renewed.** (Worker B-02)

Lack of budget as they say. Our government cannot provide *plantilla* positions based on the human resource needs of the different government agencies. [The agency I work with] for example only has 2000 plus regular positions while there are 19000 plus MOA/COS workers. Also, since there are positions that are project-based, offices can prioritize [the other items in] their budget instead of increasing their administrative costs. (Worker D-01)

Moreover, one of participants (*Worker C-01*), who served as a *contractual* employee back in 1987 to 1996, narrated that *contractual* appointment was one of the earlier forms of flexible work arrangement in government but unlike *job orders*, *contract of services*, or *memorandum of agreement* (now the common modes), the former employment status (also without employer-employee relationship) provides 20% additional pay on top of the salary grade that constitutes what they call as "benefits" but not the kind of benefits that permanent employees receive, such as paid leave, 13th month pay and the like. He added that when he was re-hired in 2014 in the same government agency such contractual status is no longer available and he was thus employed as a service contractor.

Non-standard work arrangement can also be favorable in certain circumstances and only when by *non-standard*, it actually means the desirable attribute of *flexibility*. One of my respondents, who is also now a permanent employee, shared that he actually enjoyed being a service contractor before:

...I was able to do what I want: my boss was flexible enough, my work arrangement was flexible...my boss was even supportive of my ongoing Masters studies back then. I could leave work earlier [for my classes] because after all there is no employer-employee relationship; I was not required to work the full eight hours per day [since my boss] allows internal arrangements on my working hours...I only had to make up for it, I had to work overtime. Compared to now that I am a permanent employee, even if I have leave, it still has to be approved. (Worker B-06)

Similar to *Worker B-06*, I was content with my work status during my first year as a service contractor. My boss, in particular, was also not strict on working hours and I could

request for a day off but also with the agreement that I am able to finish my tasks on time. My wage was just about enough then and I also received bonuses – whenever the regular employees would receive bonuses, the service contractors would as well although may be lesser sometimes – but the situation changed a year later. The management directed that our attendance be monitored, that we comply with the corporate attire, and I heard that in other divisions the “no work, no pay” rule is enforced. They had to cease granting bonuses to service contractors supposedly because the Commission on Audit reiterated that workers having no employer-employee relationship, are not entitled. However, there are those who still find themselves in a favorable position, especially those who were hired for highly technical or managerial/supervisory functions, as in the case of one participant who said that he receives “*quite a good remuneration package*” being a manager:

I am actually comfortable with project-based employment, I have learned to accept the reality of my career and not compare between other modes of engagement. **As long as the remuneration is acceptable in terms of the responsibilities required, the mode of employment becomes secondary.** I have learned to invest in other portfolios to prepare for retirement. (Worker C-01).

Many of my participants informed that their respective government agencies have already requested for additional *plantilla* positions from the DBM but to date there has not yet been any approval. While it is taking a long time, other workers cling to their aspirations for better working conditions:

My experiences as a JO worker...was advantageous, it added to my credentials in applying for a permanent position [in another government agency]. But had there been opportunity for a permanent position, I would not have left [that job]. It (to be a regular employee) seemed unlikely because until now that unit still has the same [manpower] structure. Having benefits and security of tenure as a worker is still important. (Worker B-06)

Chapter 4

Service contractors: content and working conditions

Abraham and Taylor (1996: 396-397) recognized that contracting out is a sensible strategy of firms to be able to employ workers with low market wages while enabling them to generously compensate their core workforce motivating their regular employees to work harder and to reduce turnover; whereas the same cannot be applied to low-skilled workers, which can be easily replaced, performing only peripheral functions to the firms' main objectives.

In relation, the guidelines issued by the Civil Service Commission (CSC) stated that the purpose of hiring of service contractors should neither be for the performance of work or functions that are considered core and essential to the mandate of the government agency nor similar to those performed by regular employees. Key findings in this literature nonetheless prove otherwise, and this chapter presents the analysis of the nature of work performed by service contractors and their working conditions.

4.1 Nature of work performed by service contractors

Majority of the respondents deem that their tasks are core/essential functions, and most of them also affirmed rendering similar work/services as those of regular employees.

Table 4.1
Respondents performing core/essential function⁹

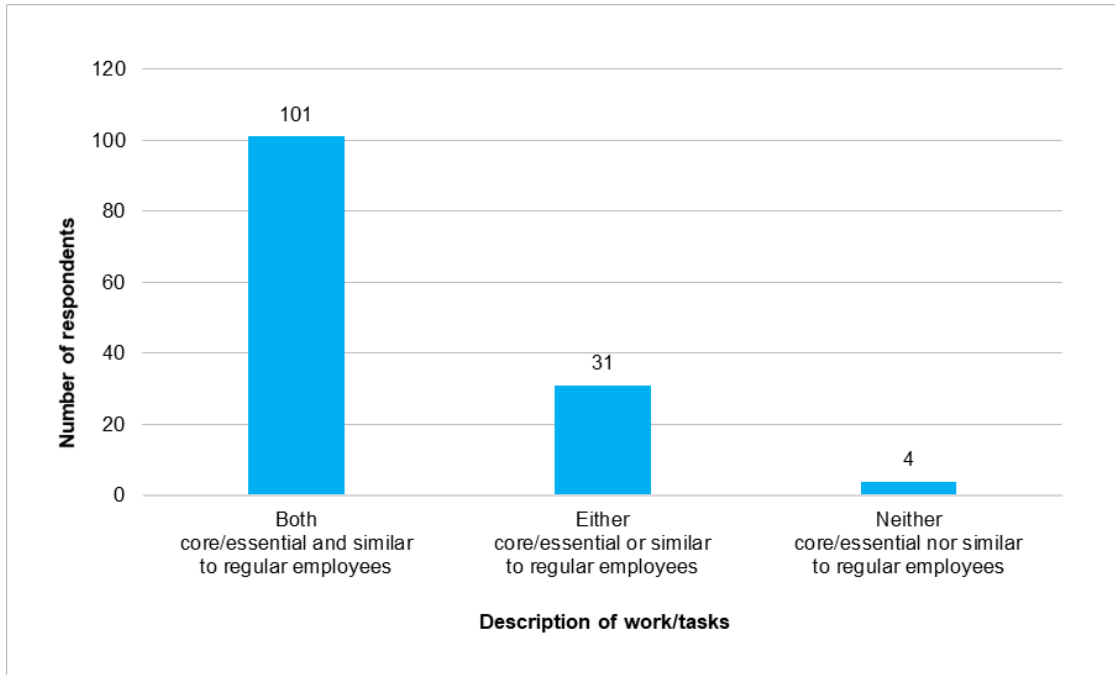
Core/Essential Function	No. of respondents
Yes	130
No	6
Total	136

Table 4.2
Respondents performing work as with regular employees

Similar work	No. of respondents
Yes	103
No	33
Total	136

Looking more closely into nature of work done by these service contractors (summary in Figure 3.1 below), 74% of the respondents indicated that perform work that is considered **both** core/essential to the mandate of the government agency they work with and also similar to the work performed by regular employees. On the other hand, 23% perform work that is **either** of the two characteristics. The remaining 3% described their work as **neither** a core/essential function nor similar to regular employees' work.

Figure 4.1
Nature of work performed by respondent service contractors



4.2 “Regularized” temporary work: a series of short-term contracts

The length and nature of service contractors’ ‘employment’ are indicative of their contribution to government work. With regard to the usual contract duration of my respondents, Figure 4.2 hereunder reflects that 76% have contracts for a period of 6 months; 10% with 3-month terms, 7% hired on a yearly contract basis, and 7% with contract duration that often varies. Per inquiry with some of my respondents, one significant consideration for the duration of the contract at every time of renewal is the availability of funds.¹⁰

Figure 4.2
Usual contract duration of respondents

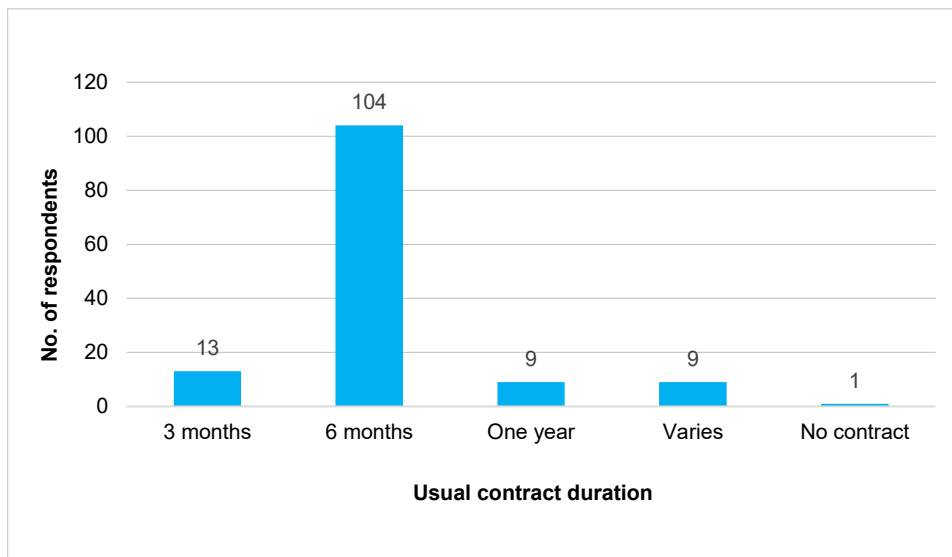


Table 4.3
Length of service on short-term contract basis

Contract duration	Length of service				
	Less than a year	1 to 3 years	4 to 6 years	7 to 9 years	10 years and more
3 months	4	9	-	-	-
6 months	20	51	26	4	3
One year	1	7	1	-	-
Varies	2	5	2	-	-
No contract	-	1	-	-	-
Total	27	73	29	4	3

Table 4.3 above shows how long my respondents have been contributing their services to the government as non-standard workers who are employed on a short-term contract basis. I take interest that a larger portion of my sample belongs to those who have been working as service contracts on a shorter period, i.e., three years and below. It is also worthwhile to note that there is a considerable number of respondents who have been working from four to six years and much longer, with a few even extending for ten years beyond, given a short term contract of six months that is being renewed every time.¹¹ On the part of the government instrumentalities, this leads me to argue that *their regular workforce is short of personnel who will thus perform regular functions contrary to being only piece work or lump sum work, or an intermittent job; consequently, they hire workers through service contracts.* This corroborates the causes and effects of various interventions aimed at reorganization/restructuring of the Philippine bureaucracy since the 1980s, as presented in Sections 3.3 and 3.4.

4.3 Working conditions

4.3.1 Contradictions to independence/self-employment

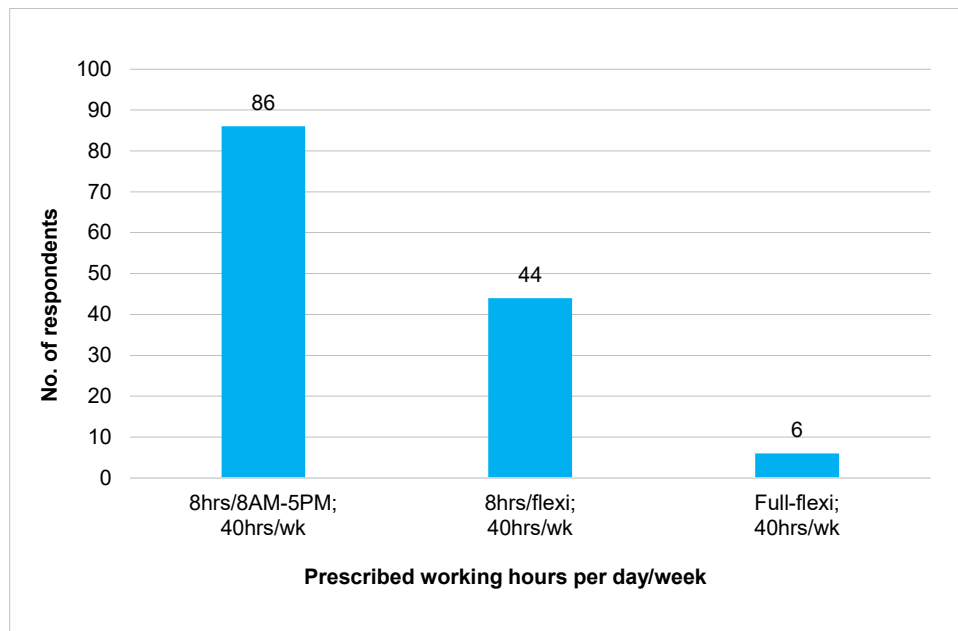
Specified location of work and duration

Almost all (95%) of my respondents indicated that they perform work strictly in the office or in the project site and only a few (5%) are allowed to work off-site (see Table 4.4). Moreover, all of them are required to render the minimum 40 hours per week as with regular employees in the civil service sector although there are differences in their prescribed daily time-in and time-out rules. Figure 4.3 shows that 63% are required to report to work daily from 8AM to 5PM for a total of 40 hours per week; 32% are required to render 8 hours of work daily on a flexible time-in/time-out arrangement also for a total of 40 hours per week; while 5% can work on a fully flexible no. of hours and time-in/time-out per day as long as they complete the prescribed 40 hours of work per week.

Table 4.4
Location of work

Location of work	No. of respondents
Strictly in office/project site	129
Can work off-site/home-based	7
Total	136

Figure 4.3
Prescribed working hours per day/week per category of government agency



It can be inferred from this situation that government agencies exercise control/supervision in the manner by which service contractors carry out their work given the conditions on where work is carried out within specific working hours/days, which do not really differ to that of regular government employees. Further, the total number of hours spent by these service contractors working implies that such employment is their principal source of income as it can be inferred that it consumes most of their time per week.

Sanctions for tardiness and absences

Tables 4.5 and 4.6 below show that sanctions are imposed on service contractors when they report to work late and in case of absences, either with salary deduction or implications on their contract termination/(non-)renewal. Only a few are in a better position as the government agencies they work with are not strict towards service contractors concerning such behavior/circumstances.

Table 4.5
Sanctions for tardiness

Sanction	No. of respondents
Salary deduction	72
Contract termination/non-renewal	8
Can be both	41
None	15
Total	136

Table 4.6
Sanctions for absences

Sanction	No. of respondents
Salary deduction	75
Contract termination/non-renewal	4
Can be both	48
None	9
Total	136

Despite the explicit disclaimer of a direct employment relationship in the service contracts of these workers, the way they are treated demonstrates otherwise. It may be recalled that ILO’s Recommendation No. 198 (2006) sets forth that the extent of control as to the manner or method of carrying out the work, within specified hours and workplace, for a specific duration and with continuity and on the fact that the remuneration from such work is the worker’s principal source of income point to the existence of an employer-employee relationship. The *disguised employment relationship*, one among the different forms of non-standard work arrangement, described by the ILO (2016:9, 36) as when a worker is “purposefully misclassified as independent, self-employed worker” and is hired through “a civil, commercial or cooperative contract instead of an employment contract” but his or her work is directed and supervised by the employer “in a way that is incompatible with the worker’s independent status” captures the case of service contractors in government agencies in the Philippines. Consequently, this situation created obstacles in fully accessing their rights as workers, which I, myself, had experienced.

4.3.3 Aspirations for decent work

There are so many things left to want...most importantly, [the possibility of] being absorbed as permanent employees considering our length of service to the agency. We have been doing our jobs for so long, does it not make us eligible (to a permanent position)? **Because the policies are not fair when it comes to benefits for permanent [employees] and [service contractors]** ...we even work harder than some permanent employees but all the privileges and benefits are only for them. By 4:30PM they have already left the office while there are times that we work until midnight just to finish the tasks required of us. **I simply ask for fair treatment. I just wish that those who work so hard also be compensated properly** just like with the regular employees. **We have many grievances but we keep mum about them because we are at the mercy of permanent employees who can decide whether to renew our contracts or not** for whatever reason...This is the truth of our situation as COS workers in government. They (permanent employees) get all the bonuses and allowances while we who have helped them attain [their performance ratings] get nothing come December each year. (A survey respondent¹²)

The conflation of concerns conveyed by one of my respondents captured the bitter reality of the working conditions of service contractors, and these words also reverberated why, years back, I realized that staying as a service contractor was no longer worthwhile. I was fortunate to have acquired a *plantilla* position but those who remain as service contractors are still struggling and waiting for when working in the civil service sector at the least can be equated to decent work regardless of employment status. This becomes more compelling as

the Philippines is the first country in Asia that ratified the ILO Convention 151, which “highlights the commitment of the government to serve as model employers in the public sector” (ILO 2017).

I emphasize that this literature does not intend to reject flexible work arrangements as I hold that evolution and innovation likewise have their rightful place even in labor processes that could be shaped to be mutually favorable to the employer and the worker. That said, this research agrees with the scholars of labor law (as quoted in this paper) that any resulting crises given the changing nature of employment be paid due and close enough attention, and by crises I refer to their concerns and grievances, some of which as narrated by my participants focusing on three key components presented hereunder.

On adequate and (timely) remuneration

I refer back to a key argument in *Worker C-01*'s account in Section 3.4, that is to say a remuneration commensurate to the responsibilities required, or in other words, to the work performed. The wages of services contractors may be acceptable to an extent given that they are standardized but there are other issues that somehow render this compensation as inadequate considering that (most of) these workers are not receiving anything else other than their monthly pay. For instance, some of the interviewees mentioned that they often had to work way more than eight hours per day, specifically when they need to finish some crucial tasks or paper works (*reports* as called by my participants, the completion of which affects if regular employees would be entitled to performance-based bonuses/incentives).

[Service contractors] are really obliged to perform well at work; you have to do what your bosses tell you to do and meet the deadlines. If you don't then your contract might not get renewed. Especially during submission of reports that involve [the grant of] incentives to permanent employees, they will let you work overtime until you finish the reports. They will put the blame on you if they are not able to claim their incentives. But we, ourselves are not entitled to those incentives or bonuses and we also do not have overtime pay. (Worker B-04)

I found out in the survey that 60% do not receive any form of compensation at all when they render overtime services (see Figure 4.4). The situation is different for the 10% who could claim additional salary; 18% on compensatory time-off; and 7% who could claim any of these two forms of compensation. The remaining 5% refers to those who are not required to and do not render overtime services. Two respondents pointed out that although they can be compensated, they do not claim such due to the “*stringent process*” and since “*the paper work is so frustrating*”. There is another one who noted that her past requests are still pending for a year already.

The situation is aggravated by the fact that that they do not have paid leaves (for vacation and even in case of illness), but are subject to sanctions for tardiness and absences (as discussed in Section 4.3.2). Women, in particular, find themselves more disadvantaged as service contractors because they are not granted paid leaves either for childbirth/-care, elderly care, or other domestic responsibilities. As recounted by *Worker B-01*:

My appointment to a permanent position came out only after I gave birth. Since I don't have any vacation leave [and only on a non-regular work arrangement], for two months I didn't get paid. **The “flexible” or “non-regular” work arrangement is actually a no-work-no-pay basis.** It's okay if I have another source of income during my leave without pay. Unlike **if I were a permanent employee, I am entitled to a [sixty-day] maternity leave with pay....** Thus, being a regular employee is more advantageous. **If there is a need to absent yourself from work [to perform domestic/childcare/elderly care responsibilities], you can just file a leave and still get paid,** and if there is a need for financial assistance you can utilize your GSIS, PhilHealth and HDMF benefits.

Many of my participants raised an equally pressing concern that the management does not prioritize service contractors when processing salaries, hence, their pay often gets delayed but more so:

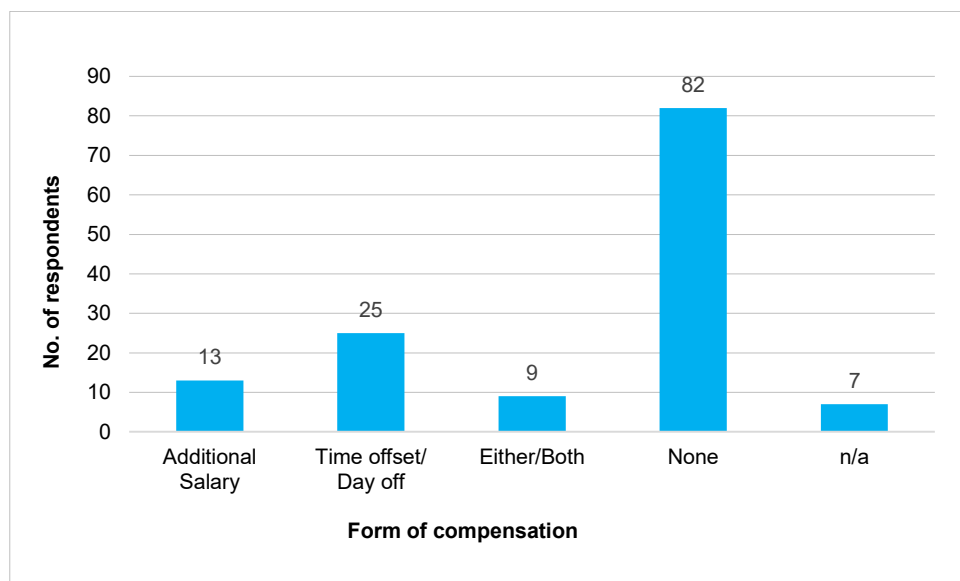
Usually, during our renewal at the start of the year it would take two to three months before the contracts get signed and as a consequence we would also receive our salaries after two to three months. (Worker C-03)

Consequently, the comparison of responsibilities and working conditions between regular employees and service contractors becomes more inevitable amidst questions of adequate remuneration:

Unfortunately, some permanent employees air their disagreement for the [service contractors] to be given benefits because according to these people, [service contractors] already enjoy high salaries compared to what these people are receiving. However, these people do not consider the profession (referring to highly technical positions) inherently required from the [service contractors]. (Worker C-01)

There are times when permanent employees refuse a task when they do not want the accountability involved so what happens is that they let the [service contractors] do the work instead. We cannot refuse because of the consequences on our contracts. They justify it by saying that [service contractors] have higher salaries compared to permanent employees but they are wrong in comparing because the accountability and specific responsibilities are not exactly the same to begin with. They disregard that we do not have benefits or incentives. (Worker B-04)

Figure 4.4
Compensation for rendering overtime services



On social security and protection against contingencies/vulnerabilities

Upon entry to civil service with a *plantilla* position, the regular employee is automatically enrolled to the following services and benefits:

- a. Government Service Insurance System (GSIS): provides social security benefits, such as life insurance, separation or retirement, and disability;
- b. National Health Insurance Program (PhilHealth): health insurance/financing; and

- c. Home Development Mutual Fund (HDMF): serves as a savings program and provides financing for shelter needs.

Instead of the GSIS, service contractors can enroll themselves to the Social Security System (SSS), which is the counterpart insurance facility for private employees, the self-employed, and voluntary members. They can do the same with PhilHealth and HDMF. The main difference is that the government agency provides an employer's share or subsidy in addition to the contribution paid by the employee (deducted from his/her wages), and then remits the total payments accordingly. On the other hand, service contractors have to pay, by themselves, the whole premium amount and because the government services attending to said services operate during weekdays within official hours, they find it difficult to leave work to remit their payments individually. As a result, they tend to neglect and miss their payments.

While there are already select accredited remittance centers for these in private establishments, *Worker B-06* argues that it should not be too much for the concerned agency units to also take charge of the payments of service contractors given that they are already handling the same process for the regular employees', that way all of them will be able to focus on their work while being assured that their payments are updated and hence as well as their coverage under such services/benefits. He continued that service contractors are not well informed about the health (and security) benefits available to them, which "*they still have to pay out of their own pockets anyway*", and this adds to why they do not or are not able to claim their entitlements as workers.

On collective negotiation/bargaining

The Philippine Constitution and the country's labor laws provide that all workers have the right to organize themselves or to join workers' associations for collective representation and to bargain with their employers (and government authorities) their interests and concerns, as also entrenched in the ILO's Decent Work Agenda. It is without question that the state, or more specifically the government, plays a critical role in the protection and regulation of relations between employees and employers but service contractors are locked in a dilemma as in their case the employer and the government is one and the same.

Among the five government agencies represented by my interviewees, there is only one whose employees' association accommodates service contractors as members. The rest are exclusive only to permanent employees. When I asked if they had joined any labor union other than their respective agencies' employees' association, all of them replied in the negative. Most of them conveyed that they are not aware of any labor union that represents service contractors in government. *Worker B-06* commented: "*For me the labor unions were not really visible in encouraging JO/COS workers to fight for their rights, nothing like that*". When I inquired how they raise their concerns and issues to the management (or even to other concerned authorities), there are a few who said that there had been meetings and forums with the management, particularly to discuss about the possibility of granting benefits to service contractors although there are yet no concrete actions. With regard to the responses of the other participants, I was no longer surprised:

I felt I am not in a position to voice out my concern. Although I had the chance to talk to some of senior [service contractors] at that time who I believe are more influential than me and can convince the [employees' association] but to no avail. **They just shrug off the idea because just like me, they believe that we are just workers with no employer-employee relationship and that we are dispensable. This is the sad reality.** (Worker B-01)

I didn't bother raising my concerns. **This style of hiring has already existed for decades.** I applied as a [service contractor] knowing that I will not be receiving the same benefits as the per-

manent employees...**I did not waste my time raising my concerns to the management because I felt that whoever the concerned authority is will not listen to my sentiments.** (Worker B-02)

Sadly, not only a few but actually most [service contractors] are not that aware how to raise their grievances. Most lack knowledge about labor laws or even some basic rights. **Some employees actually like me, seem to just be dying in silence and leave the agency if [their employment is not doing] anymore good. I think [these workers] are restrained to raise their concerns because of the “no employer-employee relationship” agreement.** And also, [service contractors] are not that aware when and where to raise grievances. Some are also not that educated on how to fight for their rights and needs, how to bargain...They are not also aware if they can be a member of the [employees' association] or if they are already a member. (Worker C-04)

In addition, *Worker C-01* explained that joining a labor union for the purpose of voicing out concerns and grievances in their workplace “*may be considered as an unfit behavior and such personnel may not be re-hired for the next contract*”.

Esguerra and Canales (n.d.: 4) contended that the use of non-standard work arrangements, generally, has allowed employers “to circumvent various labor regulations, such as minimum wages, various non-wage benefits and other labor standards, including the right of workers to unionize, that increase labor cost”. For service contractors who have been working in the government for years, many of them have simply reconciled to themselves that they only have two options: to struggle with their working conditions while striving to perform well and be prioritized for a permanent position once it becomes available, or to leave and find a better job when conditions are already unbearable. After all, a mere reminder that they have no employer-employee relationship reinforces the obstacles to access to their rights being workers that are beyond the boundaries of existing labor laws in the country. As expressed by *Worker C-04*: “*I am somewhat confused by the rules governing [our employment] and that is what also makes me frustrated*”.

In light of the precarious working conditions commonly found in the broader concept contractual employment in the country the CSC, Commission on Audit (COA), and the Department of Budget and Management (DBM) issued the 2017 Rules and Regulations Governing Contract of Service and Job Order Workers in Government, noting that “the proliferation of individual [service contractors] in the government and their involvement even in the performance of regular agency functions” gave rise to: “a) lack of protection for the workers and inequality in the benefits, and b) obscure accountability of [service contractors] due to lack of employer-employee relationship with the hiring agency”. It, however, basically reiterated the purpose of and prohibitions for hiring said workers set forth by the previously issued guidelines. It directed government agencies to determine/review their organizational functions/structures and the corresponding manpower requirements so that *plantilla* positions may be created in case of need for regular functions and that onboard service contractors will be prioritized for appointment to vacant positions. It further reminded agencies to comply with Republic Act No. 9184, or the Government Procurement Reform Act, and its Implementing Rules and Regulations, when hiring workers through service contracts, which in essence still allows the use of such market-mediated work arrangement void of employer-employee relations.

Chapter 5

Conclusions

The Research Paper was concerned with analyzing the nature of employment or contractual relations and working conditions of service contractors focusing and the challenges they encounter in claiming and accessing the constitutional and legal labor rights, as also entrenched in the ILO's Decent Work Agenda, as compared to their counterparts in the formal civil service. This chapter summarizes the main outcomes and reflects on the research questions that guided the analysis.

Inquiring on *the ways in which the work done by service contractors in government instrumentalities in the Philippines different from that done by their counterparts in the civil service, this literature has demonstrated that service contractors have been contributing to government work for decades rendering regular services similar as with permanent government employees and likewise performing core/essential functions*. It has discussed that these forms of work contradict the intended purpose of outsourcing workers through flexible/non-standard workers who are supposed to perform only peripheral functions to government agencies' mandates/objectives. Moreover, while these workers are classified as self-employed individuals, *they are, in effect, subject to an extent of control exercised by the hiring government agencies that challenges their status as independent workers*. The analysis has shown that *these workers are, in principle, engaged in a direct employer-employee relationship consistent with the ruling/recommendation of the Supreme Court of the Philippines (2005) and the ILO (2006)*. These are substantiated by the applied rules and sanctions pertaining to prescribed working hours/days and specific workplace, and by the continuity of their employment through a series of (short-term) renewable contracts extending for years that also indicates that such employment is their principal source of income.

The wages of service contractors generally conform with the standardized salary rates for government employees, which they consider relatively fair, albeit they do not have security of tenure. This unsecure employment is aggravated by their non-entitlement to paid vacation and sick leave, and maternity leave for the women, while sanctions are imposed in case of tardiness and absences. As a result, most still perceive that they are not compensated adequately because they cannot claim remuneration for overtime work (very often rendered), and that they are deprived of bonuses and incentives that are only, by law, granted to regular government employees despite the extent of their services/responsibilities. Social security and health benefits in the country are similarly accessible by government and private sector employees, and also by self-employed individuals/voluntary members (including service contractors) – the main difference being the employer's share/subsidy remitted in addition to the employee's contribution in the presence of a direct employment relationship, whereas the latter group settle their full payments individually. However, as they struggle with the demands of their work they are constrained in attending to the necessary transactions absent of administrative support from the government agency, which consequently affects the effectivity of their coverage under such health/social security systems. *Amidst their concerns and grievances regarding their working conditions, they are restrained from raising their issues to the management due to the nature of their employment making them workers that are easily hired and can be easily fired, more so because most employees' association in government agencies are exclusive to regular government employees*. Thus, they have little to no bargaining rights at all.

Existing labor laws and employment relations in the Philippines are fundamentally binary in principle and nature. Civil service rules/regulations administered by the Civil Service Commission (CSC) govern public sector employment, or "government service" in particular while the country's Labor Code enforced by the Department of Labor and Employment

(DOLE) is predominantly applied to private sector work relations. As Arthurs (2011: 13) articulated: “Whatever its substantive content, we can at least be sure that labor law is about ‘labor’, that it operates in the context of ‘employment’, that **it is designed to protect ‘workers’**” but:

[T]he labor law that actually regulates workplace relations often differs from state law partly because the state concedes the parties considerable latitude in defining their relationship, partly because it lacks the capacity to enforce its law in countless workplaces, and partly because of the irrepressible tendency of workplaces to generate their own indigenous law that is sometimes explicit (contracts, collective agreements, standard operating procedures), sometimes implicit (customs, usages, and patterns of behavior imbricated in routines of work) – but always powerful. Hence the apparent paradox of ‘labor law without the state’. (Emphasis supplied) (Arthurs 2011: 16)

In exploring *how these workers are able to claim their equivalent constitutional and legal labor rights within prevailing civil service rules/regulations in the country, as also entrenched in the ILO’s Decent Work Agenda, key findings in this research suggest that they are hindered from fully accessing their labor entitlements as they are excluded from bounds of existing domestic labor laws that are traditionally hinged on the binary concept of employment relationship.* Their precarious working conditions persist given that the root cause of their eroded workers’ rights is constantly disregarded or reinforced by the government itself, that being the disclaimer of employment relationship in their contracts despite the real nature of their services/engagement.

Nonetheless, it is important to note that the dominant focus of the country’s Labor Code on regulating labor practices/relations in the private sector was influenced by the assumption that the civil service sector is, historically and even today, typically characterized by relatively secure employment and labor entitlements. Thus, the increasing presence of service contractors and their working conditions have been inconspicuous for a time given the purview of the Labor Code. The perceptions and experiences contributed by this paper, the changing nature of employment associated with market-oriented reforms and the concomitant crises, all affirm the pressing need to transform existing labor laws to make them more inclusive as has long been advocated by labor scholars. Interpretation of the findings in this literature would corroborate the arguments of Hyde (2006), Langille (2006), Deakin (2011) and Dukes (2011) that labor law still stands as the instrument to reconcile human-centered development (in terms of workers’ rights) and economic growth (or efficiency/productivity). In this regard, this literature recommends revisiting/amending the Labor Code of the Philippines to broaden its scope to cover atypical workers in government, which is consistent with the mandate of the Department of Labor and Employment to protect and promote workers’ rights and welfare covering “formal and informal economies, private and public” to begin with, therefore fulfilling the critical role of the state in ensuring social equality and security in the workplace.

On the other hand, further research may take on the hiring agencies’ standpoint expounding on their reasons and their practices in hiring service contractors; whether they are more inclined to hire individual service contractors (whose entitlement to legally mandated benefits remain challenged) rather than outsourcing services of private/non-governmental firms through institutional contracts of services (wherein the firm is responsible for providing compensation/benefits of its ‘employees’). The comparison of working conditions of the two group of workers can be explored. Are workers then actually better protected given their positionality within the scope of the Labor Code?

After all, it is worthwhile to reflect on the words of Langille (2006: 23):

[L]abor lawyers see the development of labor law, certainly within recent memory, as one of the elaboration and remedying of a series of disenchantments within this contractual reality. Labor law is thus primarily conceived as a set of interventions in the labor market, that is, in the negotiation

process for contracts of employment. **The point for all this is, of course, ‘justice’ in this part of our lives, that is, in employment relationships.** The idea of justice does not need, for most Labor lawyers, a complete theoretical account. The more sophisticated will likely be able to draw upon ideas elaborated by John Rawls or Ronald Dworkin about **a liberal theory of justice containing two elements, sometimes expressed as, ‘concern’ and ‘respect’.** Others may now draw upon the human development approach elaborated by Sen. **But the core normative claim which the received wisdom makes is that justice for employees will never be completely secured as long as the relationship is analyzed in purely [common law] contractual terms.** (Emphasis supplied)

Notes

- ¹ Job order, contract of services (or memorandum of agreement) workers are purposely referred to collectively in this literature as “service contractors” to set them apart from contractual employees in government, an employment status which is also included in certain discussions in this paper.
- ² I originally intended that the survey be open only for two to three weeks; however, most of the responses collected given this period are from service contractors working for around three years. Hence, I extended the survey period for up to 31 days until service contractors for seven years and longer have been represented.
- ³ I remember from my past employment that our superiors have often referred to us as *jobbers* or JO workers albeit the document that we signed was a *Contract of Services*.
- ⁴ I referred to the Guidelines on Appointments and Other Personnel Actions issued by the Civil Service Commission (CSC) in 1993 that provides a description of *job order/contract of services* to take account of the early times when such work arrangements in government instrumentalities have already been in place.
- ⁵ Other benefits, including the non-monetary, that service contractors are not entitled to are discussed further in Chapter 4.
- ⁶ Note the distinction between *job orders* and *contracts of services* discussed in Section 1.3.1, as later on provided in the joint circular of the CSC, Commission on Audit (COA), and Department of Budget and Management (DBM) concerning the Rules and Regulations Governing Contract of Service and Job Order Workers in Government, dated 15 June 2017.
- ⁷ This citation refers to the past situation when debt payments used to consume the largest chunk in the Philippine budget, which prompted the government to cut spending on a perceived expensive bureaucracy, and not to mislead the reader that this is still the case at the present.
- ⁸ My research was not designed to determine the number of service contractors that are yet ineligible apart from those who have already secured their civil service eligibility.
- ⁹ Note that these responses are subjective and relied on the respondents’ perception about the nature of work that they perform given that the fact that the CSC guidelines did not provide clear qualifications on what is considered a “core” or “essential” function; hence, interpretation could be arbitrary.
- ¹⁰ The sole respondent, *Worker E-01*, who indicated that she was not able to sign a contract with the government agency clarified that this was because while the entire hiring process (filing of application and submission of requirements, exam and interview) was through the government agency, she was afterwards instructed to submit her documents to a manpower agency, wherein she signed a generic contract which did not provide particulars of the work that she will perform. She was told that she works for the manpower firm and not an employee of the government agency even though the former’s role is mainly the processing of their salaries.
- ¹¹ Some respondents indicated that they have also been employed as service contractors in other government agencies in the past. The overall length of their services as such are reflected in Appendix 3 – Figure 4.5.
- ¹² This respondent is one those who agreed to be interviewed but our discussions did not push through because she got preoccupied by budget planning-/hearing-related assignments and meetings. She expressed her distress about the situation of service contractors in their agency in a section in the survey where respondents can send their comments and questions, as well as provide additional clarifications about their responses in the survey.

Appendices

Appendix 1 List of Interview Participants

No.	Agency/ Office Code	Interviewee Code	Interviewee's Profile	Date of Interview/ Receipt of Response*
01	A	Worker A-01	Male; Contract of Service (COS) worker from 2017 to present (approximately 2 years), with a contract duration that varies each time; performing administrative type of work	05 September 2018
02	B	Worker B-01	Female; COS worker from 2014 to 2015 (1 year and 9 months) on a 6-month contract basis, performing technical work	10 October 2018
03	B	Worker B-02	Female; COS worker from 2012 to 2015 (around 4 years) on a 6-month contract basis, performing administrative/technical work	25 September 2018
04	B	Worker B-03	Male; Identified himself as a Job Order (JO) worker from 2010 to 2015 (about 6 years), performing technical work; Already a permanent employee in the same government agency but in another division	05 September 2018
05	B	Worker B-04	Male; Also identifies his work arrangement as a JO from 2012 to present (around 7 years) with a 6-month renewable contract, performing administrative/technical work	19 September 2018
06	B	Worker B-05	Female; Previously employed in the agency as <i>contractual</i> in 2007, then shifted as a COS worker in another division from 2008 to present (around 10 years) with a 6-month renewable contract, performing administrative/technical work	24 September 2018
07	B	Worker B-06	Male; COS worker from 2013 to 2014 (about 2 years) on a 6-month contract basis, performing technical work; Thereafter applied for and was hired as a permanent employee in another agency up to the present	01 October 2018
08	C	Worker C-01	Male; Worked as a <i>contractual</i> employee for this agency in 1987 to 1996 (around 10 years); After 18 years, went back to work with the same agency from 2014 to present (approximately 5 years) as a COS worker with a 6-month renewable contract, performing managerial/supervisory work	05 September 2018
09	C	Worker C-02	Female; COS worker from 2014 to present (approximately 5 years) with a 6-month renewable contract, performing technical/supervisory work	04 September 2018

10	C	Worker C-03	Male; COS worker from 2014 to present (approximately 5 years) on a 6-month contract basis, performing managerial/supervisory work	26 September 2018
11	C	Worker C-04	Male; A COS worker since 2013 (around 6 years) in 3 different government agencies on a 6-month contract basis: 2013 to 2014 in his first government agency; 2015 to 2016 for Agency D (as below); and 2016 to present in this Agency C, where he performs technical work	26 September 2018
12	D	Worker D-01	Female; COS worker since 2013 (around 8 years) with a 6-month renewable contract, performing managerial/supervisory work	08 September 2018
13	E	Worker E-01	Female; JO worker from 2016 to October 2018 (2 years and 6 months), performing technical work; (Respondent who indicated she had no contract with the agency; discussion of her status in the subsequent analysis chapter)	11 October 2018

* Indicates the date of interview (voice call) or the first day (in a series) when the participant responded to the inquiries via e-mail and/or instant messaging (computer-assisted interview).

Appendix 2
Survey Instrument
(Online self-administered form)

A Survey on Working Conditions of JO/COS Workers in Government

Hello!

I am Hazel Queen Sambo, an MA Development Studies student from the International Institute of Social Studies (ISS) in The Hague, Netherlands, and I am doing my research concerning the working conditions of Job Order (JO) / Contract of Service (COS) workers in (and directly hired by) government agencies in the Philippines.

I have been a COS worker, myself, for around seven years and I have experienced that JO/COS workers in government agencies face difficulties in claiming their rights amidst the country's Labor Code/Civil Service regulations because of their classification as self-employed or independent contractors. Despite this, I think that their situation has not been given due attention. Thus, my research aims to explore the working conditions of this group, their challenges in accessing their workers' rights and to somehow promote ways that they may be able to do so.

That said, the success of this research greatly depends on your contributions as JO/COS workers.

The survey may take a while but I earnestly request your patience in accomplishing it. There are 14 sections in total (only a few questions or just a note per section) but your answers may redirect you to skip some.

Thank you very much!

IMPORTANT:

Please bear in mind that this survey is limited to JO/COS workers who are/were **directly hired** by the government agency. Those hired through (third party) recruitment agencies cannot be accommodated by my research design.

Personal Information

This survey form requires some personal information for the validity of responses but rest assured that everything will be treated with utmost confidentiality.

Email Address _____

Full Name _____

Sex Male Female

Age 20 to 29
 30 to 39
 40 to 49
 50 to 59
 60 and above

Marital Status Single Married Other

Are you **currently employed** as a JO/COS worker in a (national) government agency?

- Yes, I am still employed as a JO/COS worker.
 Not now / not anymore but I have been employed in the past as a JO/COS worker.

Based on your previous answer, please select a reason:

- Resignation
 End of contract – it was my personal choice not to be renewed
 End of contract – my contract was no longer renewed
 My contract was terminated (before the agreed end of contract)

Why?

- My services are no longer needed (the required work has already been completed).
 The government agency decided to hire another person for the position/work.
 Agency budget constraints
 No reason/explanation given
 Other _____

Employment Profile

Please answer the questions considering your employment in the **last/latest** government agency you have worked with as a JO/COS worker.

Which national government agency do you work with?

Name of Office / Division / Unit /Staff

Position Title / Designation

Which national government agency do you work with?

Which term specifically applies to your employment arrangement?
(as reflected in the agreement/employment document that you signed)

- Job Order
- Contract of Services
- Other _____

What is the **usual** duration of your contract?

- Six (6) months
- Three (3) months
- Monthly
- Cannot say as it varies often
- Other _____

What is the **actual** type of work that you perform?

- Technical
- Administrative and/or General Support
- Managerial / Supervisory
- Other _____

Is your work considered a core/essential function to the mandate of the government agency you work with?

- Yes
- No

Is your work similar to those performed by the government agency's regular or permanent employees?

- Yes
- No

Working Conditions

Select which of the given options describe your actual work conditions in the government agency you work with.

On corporate attire

- Wearing of agency prescribed uniform required
- Conformance to CSC rules on proper attire or agency dress code/color code other than prescribed uniform
- No such rules! Yay!

On working hours/days

- Eight (8) hours per day – 8AM to 5PM – total of 40 hours per week
- Eight (8) hours per day – flexible time – total of 40 hours per week
- Fully flexible time – total of 40 hours per week
- None required; I report to work only as necessary.

On the work place

- Work done strictly within office premises or project site
- Can work off-site/home-based, etc., based on my preference

On required participation in other activities/events
(multiple selection allowed)

- Regular attendance to flag-raising ceremony required
 - Attendance to the agency's other official events, such as anniversaries, national celebration, etc.
 - Parties, sports fest and other agency activities
 - None required
 - Other _____
-

Are you required to render overtime services?

- Yes, from time to time
 - Yes, frequently
 - Yes, almost all the time or always
 - Not really but I still do if I want to finish a task
 - No and I don't work overtime at all
-

Are you compensated rendering overtime services?

- Yes, with additional salary only
 - Yes, with time off-setting or day-off only
 - Yes, either/both of the above
 - Not at all
 - Other _____
-

Does the government agency you work with impose rules/sanctions on **tardiness** on JO/COS workers?

- Yes, through salary deduction
 - Yes, through contract termination or non-renewal
 - Can be both
 - No
-

Does the government agency you work with impose rules/sanctions on **absences** on JO/COS workers?

- Yes, through salary deduction
 - Yes, through contract termination or non-renewal
 - Can be both
 - No
-

How long have you been employed as a JO/COS worker in the government agency you are currently working with (or have last worked with)?

- Less than a year
 - 1 to 3 years
 - 4 to 6 years
 - 7 to 9 years
 - 10 years and more
-

Have you been previously employed as a JO/COS worker in an(other) government agency(ies)?

- Yes
 - No
-

If yes:

(Optional)

Kindly provide some details on your previous answer, i.e., which government agency/ies and the estimated number of years, inclusive years, etc., but you may fill in only as much as you can remember. No stress! :)

- Yes
 - No
-

Overall, how long have you been working as a JO/COS worker, counting all the government agencies you have worked with?

- Less than a year
 - 1 to 3 years
 - 4 to 6 years
 - 7 to 9 years
 - 10 to 14 years
 - 15 to 19 years
 - 20 years and more
-

A second part of my research will be on gathering detailed/in-depth information from a few select participants to expound on the collected responses. Should you be chosen, which of the following would you prefer?

- Online interview – instant messaging
- Online interview – video call
- Online interview – voice call
- Online questionnaire
- I prefer not to be contacted again but I might reconsider if I find it convenient.
- I definitely would not want to be contacted again.
- Other

If you have friends/colleagues or know other people who are (or have been in the past) employed as JO/COS workers in a national government agency who could likewise participate in this research, feel free to share them the link to this survey form but please do so individually/privately.

Just to repeat the note - only those who were **directly hired** by the government agency. :)

Thank you!

If you have questions/clarifications, comments, or would like to explain any of your responses to this survey, here's your space:

Appendix 3
Survey Responses

Identifier	Sex	Age	Civil Status	JO/COS Employment	Category	Work Arrangement	Usual Contract Duration	Type of Work Performed				
								Technical	Admin. and/or Gen. Support	Managerial/Supervisory	Core/Essential to Agency Mandate	Similar to Regular Employees
1	Female	30 - 39	Married	Present	NGA	COS	6 months	Yes	No	No	No	No
2	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	No	No
3	Female	20 - 29	Single	Present	GH/MC/HU	JO	6 months	No	Yes	No	Yes	Yes
4	Female	20 - 29	Single	Present	LGU	JO	6 months	Yes	No	No	Yes	Yes
5	Female	20 - 29	Married	Present	LGU	JO	6 months	Yes	No	No	Yes	Yes
6	Male	20 - 29	Single	Present	SUC/PSS	JO	6 months	No	Yes	No	Yes	Yes
7	Female	20 - 29	Single	Present	Commission	COS	One year	No	Yes	No	Yes	Yes
8	Female	30 - 39	Single	Present	Commission	JO	3 months	No	Yes	No	Yes	Yes
9	Male	20 - 29	Single	Present	Commission	JO	3 months	No	Yes	No	Yes	Yes
10	Female	20 - 29	Single	Present	Commission	COS	Varies	No	Yes	No	Yes	Yes
11	Female	20 - 29	Single	Present	Commission	COS	Varies	No	Yes	No	Yes	Yes
12	Female	20 - 29	Single	Present	Commission	COS	3 months	No	Yes	No	Yes	No
13	Female	20 - 29	Single	Present	Commission	COS	Varies	No	Yes	No	Yes	Yes
14	Male	20 - 29	Single	Present	Commission	COS	One year	No	Yes	No	Yes	Yes
15	Female	20 - 29	Married	Present	Commission	COS	One year	No	Yes	No	Yes	Yes
16	Male	20 - 29	Single	Present	Commission	COS	One year	No	Yes	No	Yes	Yes
17	Female	20 - 29	Single	Present	Commission	COS	6 months	No	Yes	No	Yes	Yes
18	Male	20 - 29	Single	Present	Commission	COS	Varies	No	Yes	No	Yes	Yes
19	Female	20 - 29	Single	Present	Commission	COS	Varies	No	Yes	No	Yes	Yes
20	Female	30 - 39	Single	Previous	Commission	COS	One year	Yes	No	Yes	Yes	No
21	Female	30 - 39	Married	Present	Commission	COS	One year	Yes	No	No	Yes	No
22	Male	30 - 39	Married	Present	Commission	JO	6 months	No	Yes	No	Yes	Yes
23	Female	20 - 29	Single	Previous	Commission	JO	3 months	No	Yes	No	Yes	No
24	Male	30 - 39	Single	Previous	NGA	COS	3 months	Yes	No	No	Yes	Yes
25	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
26	Male	40 - 49	Married	Previous	NGA	JO	Varies	No	Yes	No	Yes	Yes
27	Male	40 - 49	Married	Previous	NGA	JO	6 months	Yes	No	No	Yes	Yes
28	Male	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
29	Female	30 - 39	Married	Previous	NGA	COS	6 months	Yes	No	No	Yes	No
30	Female	20 - 29	Married	Previous	NGA	JO	6 months	No	Yes	No	Yes	No
31	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
32	Female	20 - 29	Single	Previous	NGA	COS	6 months	Yes	No	No	Yes	Yes
33	Male	20 - 29	Single	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
34	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	No
35	Male	30 - 39	Single	Previous	NGA	COS	6 months	Yes	No	No	Yes	Yes
36	Male	30 - 39	Married	Previous	NGA	JO	6 months	No	Yes	No	No	Yes
37	Female	30 - 39	Single	Previous	NGA	JO	6 months	Yes	No	No	Yes	Yes
38	Female	30 - 39	Single	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
39	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
40	Female	20 - 29	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	No
41	Female	40 - 49	Married	Previous	NGA	COS	6 months	Yes	No	No	Yes	Yes
42	Male	20 - 29	Single	Present	NGA	COS	6 months	No	Yes	No	Yes	Yes
43	Female	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
44	Male	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
45	Male	20 - 29	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
46	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes

Identifier	Sex	Age	Civil Status	JO/COS Employment	Category	Work Arrangement	Usual Contract Duration	Type of Work Performed				
								Technical	Admin. and/or Gen. Support	Managerial/Supervisory	Core/Essential to Agency Mandate	Similar to Regular Employees
47	Male	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	No
48	Female	30 - 39	Single	Previous	NGA	COS	6 months	Yes	No	No	Yes	No
49	Male	20 - 29	Single	Present	NGA	JO	3 months	Yes	No	No	Yes	No
50	Female	30 - 39	Married	Previous	NGA	COS	6 months	No	No	Yes	Yes	Yes
51	Male	20 - 29	Single	Present	NGA	JO	6 months	No	Yes	No	Yes	No
52	Male	20 - 29	Single	Present	NGA	COS	One year	Yes	No	No	Yes	Yes
53	Male	20 - 29	Single	Present	NGA	JO	Varies	Yes	No	No	Yes	No
54	Female	20 - 29	Single	Present	NGA	JO	Varies	Yes	Yes	No	Yes	Yes
55	Female	20 - 29	Single	Present	NGA	JO	One year	Yes	Yes	No	Yes	Yes
56	Female	20 - 29	Single	Present	NGA	JO	No contract	Yes	No	No	Yes	Yes
57	Female	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
58	Female	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
59	Female	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
60	Female	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
61	Female	20 - 29	Single	Present	NGA	JO	3 months	No	No	Yes	Yes	Yes
62	Male	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
63	Male	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
64	Female	20 - 29	Single	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
65	Male	50 - 59	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
66	Male	20 - 29	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
67	Male	20 - 29	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
68	Male	30 - 39	Married	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
69	Female	30 - 39	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
70	Female	40 - 49	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
71	Female	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
72	Female	30 - 39	Single	Previous	NGA	COS	6 months	Yes	No	No	Yes	Yes
73	Female	30 - 39	Married	Previous	NGA	COS	One year	Yes	Yes	No	Yes	Yes
74	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	No
75	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
76	Male	40 - 49	Married	Present	NGA	MOA	6 months	Yes	No	No	Yes	Yes
77	Male	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
78	Female	20 - 29	Single	Present	NGA	COS	6 months	No	Yes	No	No	Yes
79	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
80	Male	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
81	Female	30 - 39	Married	Present	NGA	COS	6 months	No	No	Yes	Yes	Yes
82	Female	20 - 29	Single	Present	NGA	COS	6 months	No	Yes	No	Yes	Yes
83	Female	30 - 39	Married	Present	NGA	MOA	6 months	No	Yes	No	Yes	Yes
84	Male	30 - 39	Single	Present	NGA	COS	6 months	No	No	Yes	Yes	No
85	Female	20 - 29	Married	Present	NGA	COS	6 months	No	Yes	No	Yes	Yes
86	Male	50 - 59	Married	Present	NGA	COS	6 months	No	No	Yes	Yes	No
87	Female	30 - 39	Married	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
88	Female	30 - 39	Single	Present	NGA	COS	6 months	No	Yes	No	Yes	No
89	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	No
90	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
91	Male	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
92	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	Yes	Yes	No

Identifier	Sex	Age	Civil Status	JO/COS Employment	Category	Work Arrangement	Usual Contract Duration	Type of Work Performed				
								Technical	Admin. and/or Gen. Support	Managerial/Supervisory	Core/Essential to Agency Mandate	Similar to Regular Employees
93	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
94	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	No
95	Female	30 - 39	Single	Present	NGA	COS	6 months	No	Yes	No	Yes	No
96	Male	20 - 29	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
97	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
98	Male	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
99	Male	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
100	Male	40 - 49	Married	Present	NGA	COS	6 months	No	No	Yes	Yes	No
101	Female	20 - 29	Single	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
102	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	No	No
103	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	No	No
104	Female	20 - 29	Single	Present	NGA	COS	6 months	No	Yes	No	Yes	Yes
105	Female	20 - 29	Single	Present	NGA	COS	6 months	No	Yes	No	Yes	Yes
106	Female	40 - 49	Married	Present	NGA	COS	6 months	No	Yes	No	Yes	Yes
107	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	No
108	Male	40 - 49	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
109	Female	30 - 39	Single	Present	NGA	COS	6 months	No	No	Yes	Yes	No
110	Female	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	Yes	Yes	No
111	Male	30 - 39	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
112	Female	20 - 29	Single	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
113	Female	30 - 39	Single	Previous	NGA	COS	6 months	Yes	No	No	Yes	No
114	Female	30 - 39	Married	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
115	Female	40 - 49	Married	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
116	Female	40 - 49	Married	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
117	Male	20 - 29	Single	Present	NGA	COS	6 months	No	No	Yes	Yes	Yes
118	Female	30 - 39	Single	Previous	GOCC	COS	6 months	Yes	No	No	Yes	Yes
119	Female	30 - 39	Married	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
120	Male	20 - 29	Single	Present	GH/MC/HU	COS	6 months	Yes	No	No	Yes	Yes
121	Female	30 - 39	Married	Present	NGA	JO	6 months	No	Yes	No	Yes	Yes
122	Male	30 - 39	Single	Previous	LGU	COS	3 months	Yes	No	No	Yes	Yes
123	Female	20 - 29	Single	Present	GOCC	COS	6 months	Yes	No	No	Yes	Yes
124	Male	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
125	Male	30 - 39	Single	Present	NGA	JO	6 months	Yes	No	No	Yes	Yes
126	Female	20 - 29	Single	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
127	Female	20 - 29	Married	Present	NGA	COS	6 months	No	Yes	No	Yes	No
128	Female	30 - 39	Married	Present	NGA	COS	6 months	Yes	No	No	Yes	Yes
129	Female	20 - 29	Single	Present	NGA	JO	3 months	Yes	No	No	Yes	Yes
130	Female	20 - 29	Single	Present	NGA	JO	3 months	Yes	No	No	Yes	Yes
131	Female	20 - 29	Single	Present	NGA	JO	3 months	Yes	No	No	Yes	Yes
132	Male	20 - 29	Single	Present	NGA	JO	3 months	No	Yes	No	Yes	No
133	Female	30 - 39	Married	Present	Commission	JO	Varies	No	Yes	No	Yes	Yes
134	Male	40 - 49	Single	Present	LGU	COS	6 months	No	No	Yes	Yes	No
135	Male	20 - 29	Married	Previous	SJC/PSS	JO	6 months	Yes	No	No	Yes	Yes
136	Male	20 - 29	Single	Present	SJC/PSS	JO	3 months	Yes	No	No	Yes	Yes

Identifier	Core/Essential or Similar to Regular Employees	Corporate Attire	Work Hours/Days	Work Place	Required Participation/Attendance			
					Flag-raising ceremony	Official events/ activities	Other activities/ occasions	None required
1	Neither	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
2	Neither	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
3	Both	None required	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	Yes	No
4	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
5	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
6	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Can work off-site/home-based	No	Yes	No	No
7	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
8	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
9	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	Yes	No
10	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	Yes	No
11	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	Yes	No
12	Either	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
13	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
14	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
15	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
16	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
17	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
18	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
19	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
20	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
21	Either	None required	8hrs/flexi; 40hrs/wk	Can work off-site/home-based	No	No	No	Yes
22	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	Yes	No
23	Either	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
24	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
25	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
26	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
27	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
28	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
29	Either	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
30	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
31	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
32	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
33	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
34	Either	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
35	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
36	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
37	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
38	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Can work off-site/home-based	No	No	No	Yes
39	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
40	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
41	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Can work off-site/home-based	Yes	Yes	Yes	No
42	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
43	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
44	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
45	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
46	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No

Identifier	Core/Essential or Similar to Regular Employees	Corporate Attire	Work Hours/Days	Work Place	Required Participation/Attendance			
					Flag-raising ceremony	Official events/ activities	Other activities/ occasions	None required
47	Either	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
48	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
49	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
50	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
51	Either	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
52	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
53	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
54	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
55	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
56	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	No	Yes
57	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
58	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
59	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
60	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
61	Both	Prescribed uniform	Full-flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
62	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
63	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
64	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
65	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
66	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
67	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
68	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
69	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
70	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
71	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
72	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
73	Both	None required	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
74	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
75	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
76	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
77	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
78	Either	None required	Full-flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
79	Both	Prescribed uniform	Full-flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
80	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
81	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
82	Both	Prescribed uniform	Full-flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
83	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
84	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
85	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
86	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
87	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
88	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
89	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
90	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
91	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
92	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	No	No

Identifier	Core/Essential or Similar to Regular Employees	Corporate Attire	Work Hours/Days	Work Place	Required Participation/Attendance			
					Flag-raising ceremony	Official events/ activities	Other activities/ occasions	None required
93	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
94	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
95	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	No	No
96	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
97	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
98	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
99	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
100	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
101	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
102	Neither	Dress/color code	Full-flexi; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
103	Neither	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
104	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
105	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
106	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	No	No
107	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
108	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
109	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
110	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
111	Both	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	Yes	Yes	No
112	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Can work off-site/home-based	Yes	Yes	Yes	No
113	Either	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
114	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	Yes	No
115	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
116	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
117	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Can work off-site/home-based	No	No	No	Yes
118	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
119	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
120	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
121	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
122	Both	None required	8hrs/8AM-5PM; 40hrs/wk	Can work off-site/home-based	No	No	No	Yes
123	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
124	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
125	Both	Dress/color code	8hrs/flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
126	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
127	Either	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
128	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
129	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
130	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
131	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
132	Either	Prescribed uniform	8hrs/flexi; 40hrs/wk	Strictly in office/project site	Yes	No	No	No
133	Both	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
134	Either	Prescribed uniform	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	Yes	Yes	No
135	Both	None required	Full-flexi; 40hrs/wk	Strictly in office/project site	No	No	No	Yes
136	Both	Dress/color code	8hrs/8AM-5PM; 40hrs/wk	Strictly in office/project site	Yes	No	No	No

Identifier	Required Overtime Services	Compensation for Overtime Services			Sanction for Tardiness			Sanction for Absences		
		Additional Salary	Time offset/ Day off	None at all	Salary Deduction	Contract Termination/ Non-renewal	No sanction	Salary Deduction	Contract Termination/ Non-renewal	No sanction
1	Almost all the time/always	No	No	Yes	Yes	No	No	Yes	No	No
2	Almost all the time/always	No	No	Yes	Yes	No	No	Yes	No	No
3	Seldom	No	No	Yes	Yes	Yes	No	Yes	Yes	No
4	Seldom	Yes	No	No	Yes	No	No	Yes	No	No
5	Seldom	Yes	No	No	Yes	No	No	Yes	No	No
6	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
7	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
8	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
9	No/not at all	No	No	Yes	Yes	Yes	No	Yes	Yes	No
10	By choice as necessary	No	No	Yes	No	Yes	No	No	Yes	No
11	By choice as necessary	No	No	Yes	No	Yes	No	No	Yes	No
12	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
13	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
14	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
15	By choice as necessary	No	No	Yes	No	Yes	No	No	Yes	No
16	No/not at all	No	No	Yes	Yes	Yes	No	Yes	Yes	No
17	By choice as necessary	No	No	Yes	No	Yes	No	Yes	Yes	No
18	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
19	No/not at all	No	No	Yes	Yes	Yes	No	Yes	Yes	No
20	By choice as necessary	No	No	Yes	Yes	No	No	Yes	Yes	No
21	By choice as necessary	No	No	Yes	No	No	Yes	No	No	Yes
22	Frequently	Yes	Yes	No	No	Yes	No	Yes	No	No
23	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
24	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
25	Frequently	No	No	Yes	Yes	No	No	Yes	Yes	No
26	Seldom	No	No	Yes	Yes	Yes	No	Yes	Yes	No
27	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
28	Frequently	No	No	Yes	No	No	Yes	No	No	Yes
29	Frequently	No	No	Yes	No	No	Yes	No	No	Yes
30	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
31	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
32	Almost all the time/always	No	No	Yes	No	No	Yes	No	No	Yes
33	By choice as necessary	Yes	Yes	No	No	No	Yes	Yes	No	No
34	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
35	Frequently	No	No	Yes	Yes	No	No	Yes	No	No
36	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
37	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
38	By choice as necessary	No	No	Yes	No	No	Yes	Yes	No	No
39	Frequently	Yes	No	No	Yes	No	No	Yes	No	No
40	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
41	Frequently	No	No	Yes	Yes	No	No	Yes	No	No
42	By choice as necessary	No	Yes	No	Yes	Yes	No	Yes	Yes	No
43	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
44	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
45	Seldom	No	Yes	No	Yes	Yes	No	Yes	Yes	No
46	No/not at all	No	No	Yes	Yes	No	No	Yes	No	No

Identifier	Required Overtime Services	Compensation for Overtime Services			Sanction for Tardiness			Sanction for Absences		
		Additional Salary	Time offset/ Day off	None at all	Salary Deduction	Contract Termination/ Non-renewal	No sanction	Salary Deduction	Contract Termination/ Non-renewal	No sanction
47	By choice as necessary	No	Yes	No	No	No	Yes	Yes	No	No
48	Seldom	No	Yes	No	Yes	No	No	Yes	No	No
49	By choice as necessary	No	No	Yes	No	No	Yes	No	No	Yes
50	Seldom	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No
51	Frequently	No	Yes	No	Yes	Yes	No	Yes	Yes	No
52	No/not at all	No	Yes	No	Yes	No	No	Yes	No	No
53	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
54	Seldom	No	No	Yes	No	No	Yes	No	No	Yes
55	By choice as necessary	No	Yes	No	Yes	Yes	No	Yes	Yes	No
56	Seldom	No	Yes	No	No	No	Yes	No	No	Yes
57	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
58	Seldom	No	No	Yes	Yes	Yes	No	Yes	No	No
59	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
60	By choice as necessary	No	No	Yes	No	Yes	No	No	Yes	No
61	Almost all the time/always	Yes	No	No	No	Yes	No	Yes	Yes	No
62	No/not at all	No	No	Yes	No	No	Yes	Yes	Yes	No
63	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
64	By choice as necessary	Yes	Yes	No	No	Yes	No	Yes	Yes	No
65	By choice as necessary	No	No	Yes	No	No	Yes	Yes	No	No
66	By choice as necessary	Yes	No	No	Yes	No	No	Yes	No	No
67	By choice as necessary	No	No	Yes	No	No	Yes	Yes	No	No
68	By choice as necessary	Yes	No	No	Yes	Yes	No	Yes	Yes	No
69	Seldom	Yes	No	No	Yes	No	No	Yes	No	No
70	Seldom	Yes	No	No	Yes	No	No	Yes	Yes	No
71	Seldom	Yes	No	No	Yes	Yes	No	Yes	Yes	No
72	Seldom	No	Yes	No	Yes	Yes	No	Yes	Yes	No
73	By choice as necessary	No	Yes	No	Yes	Yes	No	Yes	Yes	No
74	By choice as necessary	Yes	Yes	No	Yes	No	No	Yes	No	No
75	By choice as necessary	No	Yes	No	Yes	No	No	Yes	Yes	No
76	By choice as necessary	Yes	No	No	Yes	No	No	Yes	No	No
77	By choice as necessary	No	Yes	No	Yes	Yes	No	Yes	Yes	No
78	Almost all the time/always	Yes	Yes	No	Yes	No	No	Yes	No	No
79	Seldom	No	Yes	No	Yes	No	No	Yes	No	No
80	By choice as necessary	No	Yes	No	Yes	Yes	No	Yes	Yes	No
81	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
82	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
83	By choice as necessary	No	Yes	No	Yes	Yes	No	Yes	Yes	No
84	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
85	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
86	Almost all the time/always	No	No	Yes	Yes	No	No	Yes	No	No
87	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
88	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
89	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
90	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
91	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
92	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No

Identifier	Required Overtime Services	Compensation for Overtime Services			Sanction for Tardiness			Sanction for Absences		
		Additional Salary	Time offset/ Day off	None at all	Salary Deduction	Contract Termination/ Non-renewal	No sanction	Salary Deduction	Contract Termination/ Non-renewal	No sanction
93	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
94	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
95	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
96	Seldom	No	No	Yes	Yes	No	No	No	No	Yes
97	Seldom	No	No	Yes	No	No	Yes	No	No	Yes
98	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
99	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
100	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
101	By choice as necessary	No	No	Yes	Yes	No	No	Yes	Yes	No
102	Frequently	No	No	Yes	Yes	No	No	Yes	No	No
103	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
104	Frequently	No	No	Yes	Yes	Yes	No	Yes	Yes	No
105	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	No	No
106	Almost all the time/always	No	No	Yes	Yes	No	No	Yes	No	No
107	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
108	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
109	Frequently	No	No	Yes	Yes	Yes	No	Yes	Yes	No
110	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
111	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
112	Seldom	Yes	Yes	No	Yes	No	No	Yes	No	No
113	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
114	Almost all the time/always	Yes	No	No	Yes	Yes	No	Yes	Yes	No
115	Seldom	No	Yes	No	Yes	No	No	Yes	No	No
116	By choice as necessary	Yes	Yes	No	Yes	No	No	Yes	No	No
117	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
118	Almost all the time/always	No	Yes	No	Yes	Yes	No	Yes	Yes	No
119	Seldom	No	No	Yes	Yes	No	No	Yes	No	No
120	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
121	By choice as necessary	No	No	Yes	Yes	Yes	No	Yes	Yes	No
122	No/not at all	n/a	n/a	n/a	Yes	No	No	Yes	No	No
123	Frequently	Yes	No	No	Yes	Yes	No	Yes	Yes	No
124	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
125	Seldom	No	Yes	No	Yes	Yes	No	Yes	Yes	No
126	Seldom	No	Yes	No	Yes	No	No	Yes	No	No
127	By choice as necessary	No	Yes	No	Yes	No	No	Yes	No	No
128	Frequently	No	No	Yes	Yes	No	No	Yes	No	No
129	Seldom	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No
130	Seldom	No	No	Yes	Yes	Yes	No	Yes	Yes	No
131	Seldom	No	No	Yes	Yes	Yes	No	Yes	Yes	No
132	Seldom	Yes	No	No	Yes	No	No	Yes	No	No
133	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
134	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
135	By choice as necessary	No	No	Yes	Yes	No	No	Yes	No	No
136	By choice as necessary	No	No	Yes	No	No	Yes	Yes	No	No

Identifier	Length of Service as a JO/COS Worker	Overall Length of Service as a JO/COS Worker
1	1 to 3 years	4 to 6 years
2	4 to 6 years	4 to 6 years
3	Less than a year	Less than a year
4	1 to 3 years	1 to 3 years
5	Less than a year	Less than a year
6	1 to 3 years	1 to 3 years
7	1 to 3 years	1 to 3 years
8	1 to 3 years	1 to 3 years
9	1 to 3 years	1 to 3 years
10	1 to 3 years	1 to 3 years
11	1 to 3 years	1 to 3 years
12	1 to 3 years	1 to 3 years
13	4 to 6 years	4 to 6 years
14	1 to 3 years	1 to 3 years
15	1 to 3 years	1 to 3 years
16	1 to 3 years	1 to 3 years
17	1 to 3 years	1 to 3 years
18	1 to 3 years	1 to 3 years
19	4 to 6 years	4 to 6 years
20	1 to 3 years	1 to 3 years
21	4 to 6 years	4 to 6 years
22	4 to 6 years	7 to 9 years
23	Less than a year	Less than a year
24	1 to 3 years	1 to 3 years
25	7 to 9 years	7 to 9 years
26	Less than a year	Less than a year
27	4 to 6 years	4 to 6 years
28	4 to 6 years	4 to 6 years
29	1 to 3 years	1 to 3 years
30	1 to 3 years	1 to 3 years
31	Less than a year	Less than a year
32	1 to 3 years	1 to 3 years
33	4 to 6 years	4 to 6 years
34	Less than a year	1 to 3 years
35	1 to 3 years	1 to 3 years
36	1 to 3 years	1 to 3 years
37	4 to 6 years	4 to 6 years
38	7 to 9 years	7 to 9 years
39	1 to 3 years	1 to 3 years
40	1 to 3 years	1 to 3 years
41	7 to 9 years	15 to 19 years
42	Less than a year	4 to 6 years
43	1 to 3 years	1 to 3 years
44	Less than a year	Less than a year
45	1 to 3 years	1 to 3 years
46	1 to 3 years	1 to 3 years

Identifier	Length of Service as a JO/COS Worker	Overall Length of Service as a JO/COS Worker
47	4 to 6 years	4 to 6 years
48	1 to 3 years	1 to 3 years
49	Less than a year	Less than a year
50	1 to 3 years	1 to 3 years
51	1 to 3 years	Less than a year
52	Less than a year	Less than a year
53	1 to 3 years	1 to 3 years
54	1 to 3 years	1 to 3 years
55	1 to 3 years	1 to 3 years
56	1 to 3 years	1 to 3 years
57	Less than a year	Less than a year
58	Less than a year	Less than a year
59	Less than a year	Less than a year
60	Less than a year	Less than a year
61	1 to 3 years	1 to 3 years
62	1 to 3 years	1 to 3 years
63	Less than a year	Less than a year
64	Less than a year	1 to 3 years
65	4 to 6 years	20 years and more
66	1 to 3 years	1 to 3 years
67	1 to 3 years	1 to 3 years
68	4 to 6 years	10 to 14 years
69	10 years and more	15 to 19 years
70	4 to 6 years	10 to 14 years
71	4 to 6 years	4 to 6 years
72	1 to 3 years	1 to 3 years
73	1 to 3 years	4 to 6 years
74	1 to 3 years	1 to 3 years
75	4 to 6 years	4 to 6 years
76	1 to 3 years	1 to 3 years
77	4 to 6 years	4 to 6 years
78	Less than a year	Less than a year
79	1 to 3 years	1 to 3 years
80	1 to 3 years	1 to 3 years
81	4 to 6 years	4 to 6 years
82	Less than a year	1 to 3 years
83	4 to 6 years	4 to 6 years
84	1 to 3 years	1 to 3 years
85	1 to 3 years	1 to 3 years
86	4 to 6 years	4 to 6 years
87	1 to 3 years	1 to 3 years
88	4 to 6 years	4 to 6 years
89	1 to 3 years	1 to 3 years
90	1 to 3 years	1 to 3 years
91	7 to 9 years	7 to 9 years
92	4 to 6 years	4 to 6 years

Identifier	Length of Service as a JO/COS Worker	Overall Length of Service as a JO/COS Worker
93	1 to 3 years	1 to 3 years
94	1 to 3 years	1 to 3 years
95	Less than a year	Less than a year
96	1 to 3 years	1 to 3 years
97	4 to 6 years	4 to 6 years
98	1 to 3 years	1 to 3 years
99	1 to 3 years	1 to 3 years
100	4 to 6 years	4 to 6 years
101	1 to 3 years	1 to 3 years
102	1 to 3 years	1 to 3 years
103	1 to 3 years	1 to 3 years
104	1 to 3 years	1 to 3 years
105	1 to 3 years	1 to 3 years
106	10 years and more	20 years and more
107	1 to 3 years	1 to 3 years
108	1 to 3 years	7 to 9 years
109	4 to 6 years	4 to 6 years
110	4 to 6 years	7 to 9 years
111	1 to 3 years	20 years and more
112	Less than a year	Less than a year
113	Less than a year	Less than a year
114	4 to 6 years	4 to 6 years
115	1 to 3 years	1 to 3 years
116	1 to 3 years	1 to 3 years
117	1 to 3 years	4 to 6 years
118	1 to 3 years	7 to 9 years
119	4 to 6 years	4 to 6 years
120	Less than a year	4 to 6 years
121	1 to 3 years	1 to 3 years
122	Less than a year	1 to 3 years
123	4 to 6 years	4 to 6 years
124	Less than a year	1 to 3 years
125	Less than a year	Less than a year
126	1 to 3 years	1 to 3 years
127	1 to 3 years	1 to 3 years
128	10 years and more	10 to 14 years
129	1 to 3 years	1 to 3 years
130	1 to 3 years	1 to 3 years
131	Less than a year	Less than a year
132	1 to 3 years	1 to 3 years
133	Less than a year	10 to 14 years
134	4 to 6 years	7 to 9 years
135	1 to 3 years	1 to 3 years
136	1 to 3 years	1 to 3 years

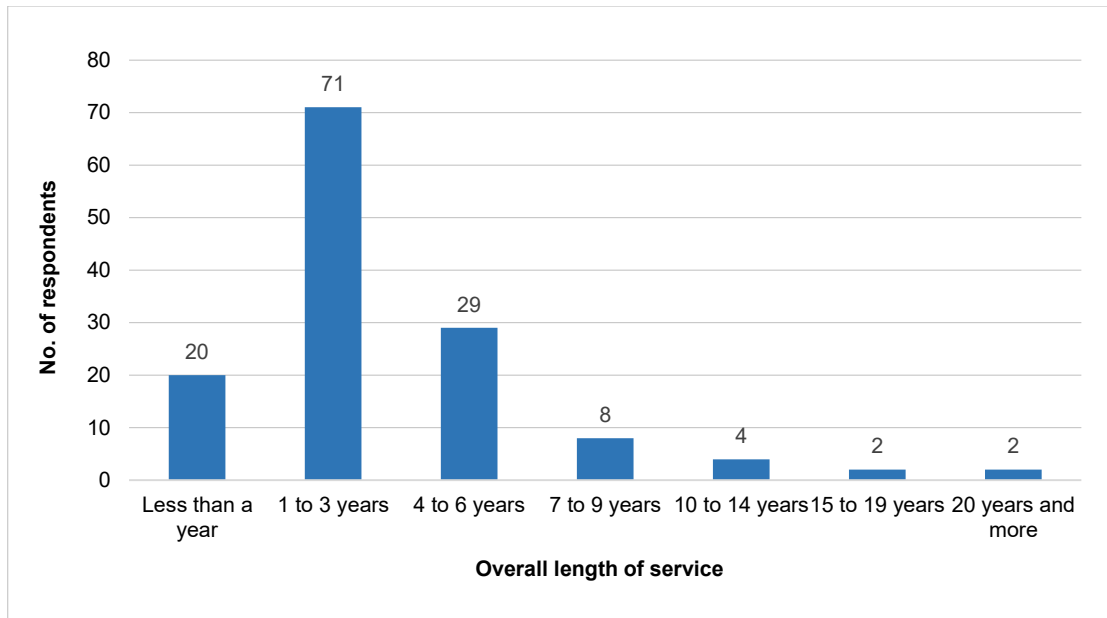
Appendix 4

Additional Findings from the Results of the Survey

Overall length of services rendered counting all government agencies worked with as service contractors

Figure 4.1

Overall length of services as JO/COS worker



Considering all the government agencies my respondents I have worked with as service contractors, majority of the respondents, 71 or 52%, still fall under the 1- to 3-year length of service; followed by 29 respondents (21%) who have been working (or have worked) for 4 to 6 years; and 20 respondents (15%) for less than a year. Four (4) respondents have been added to the 7 to 9 years of service group for a total of 8 respondents (6%) while there are 4 (3%) who have served for 10 to 14 years. There are 2 respondents (1%) who were service contractors for 15 to 19 years and another 2 (1%) for 20 years and more, which denotes that they have been employed under such arrangement since the late 1990s. These affirm that service contractors have been contributing to the government’s work force long since.

Prescribed corporate attire

I posted a question in the survey whether the respondents are required to observe a certain working/corporate attire. Thirty-three percent (33%) indicated that they are required to wear the prescribed agency uniform while 53% only have to conform with dress/color coding as a corporate attire, which could also imply that the government agency they work with do not have prescribed uniforms. Both of these conditions, however, still mean that service contractors are required to such proper dressing rules. There are 14% who do not have to observe any such rules.

Table 4.1

Required corporate attire

Corporate attire	No. of respondents
Prescribed agency uniform	45
Dress code or color code	72
None required	19
Total	136

Rendering overtime services

I also asked my respondents whether they are required to render overtime services. Answers to this question yielded interesting results:

Table 4.2
Respondents rendering overtime services

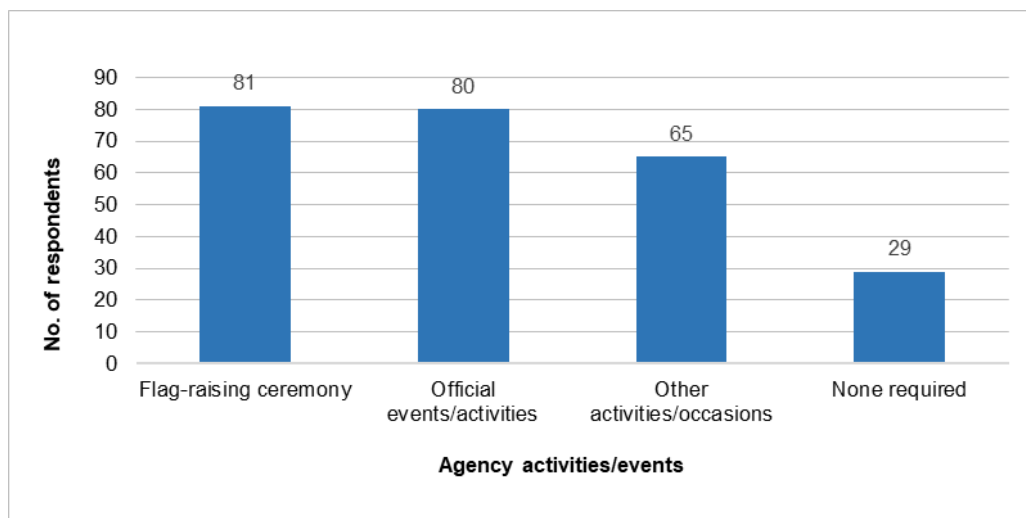
Rendering overtime services	No. of respondents
Almost all the time/always	9
Frequently	13
Seldom	35
By choice as necessary	72
No/not at all	7
Total	136

Fifty-three percent (53%) are not actually required to render overtime services but they do so when they want (or need) to finish a task. Seven percent (7%), however, are required to render overtime services almost all the time or always; 10% frequently; while 26% are rarely required to do so. The remaining 5% stated that they are not required and do not render overtime services at all.

Other required participation/attendance to agency activities/events

I also asked my respondents if they are required to attend or participate in activities and events of the government agency other than for their regular performance of work.

Figure 4.2
Required participation/attendance to agency activities/events



Out of 136 respondents, 60% are required to attend/participate in the agency’s regular flag-raising ceremonies; 59% to official events/activities (such as agency anniversary, national celebration days observed by the agency, drill exercises, planning activities, and work-related meetings); 48% to other activities/occasions (such as office parties, sports fest and the like); while 21% indicated that their participation/attendance to any such activities/event are not required. These results indicate that *many service contractors have more involvement with government agencies’ various events and activities than solely attending to the tasks for which they have been hired for, a condition that is generally expected of regular government employees; hence, such similar treatment implies another characteristic of a direct employment relationship despite explicit disclaims in their contracts.*

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