



METROPOLITAN NAGA WATER DISTRICT	Document Code: ASDF09	
	FORMS	Revision No.: 0
	CONTRACT	Effectivity Date: March 2017
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CONTRACT OF SERVICE AGREEMENT

This Agreement made and executed by and between:

METROPOLITAN NAGA WATER DISTRICT, a government-owned and controlled corporation duly organized and existing under the Provincial Water Utilities Act of 1973, as amended, with principal address at 40 J. Miranda Avenue, Naga City, herein represented by **MS. VIRGINIA I. NERO**, Acting General Manager and hereinafter known as the **FIRST PARTY**;

&

_____ of legal age, Filipino, and with residence at _____ hereinafter known as **SECOND PARTY**,

WITNESSETH

1. That the **Second Party** hereto wholly agree to the terms and conditions of this agreement and shall adequately accomplish the task given to the same by the **First Party**;
2. That the **Second Party** shall always manifest the necessary fitness, capability and deportment in the performance of his/her assigned tasks;
3. That the **Second Party** is hereby contracted as **CONTRACT OF SERVICE WORKER** with daily rate of **THREE HUNDRED TWO PESOS (P 302.00)** to be paid on the 15th and 30th day of the month representing the actual working days he/she has accomplished for the period **November 16, 2017 – December 31, 2017** unless otherwise before this specified duration by the **First Party**;
4. The **Second Party** obligates himself/herself to render service for the task assigned to the same for eight (8) hours (8:00 A.M – 12:00PM; 1:00 PM – 5:00 PM) minimum during the regular workweek and such working hours may be extended upon request of the **First Party**;
5. That in the event of incurrence by the **Second Party** of more than 2.5 days of unauthorized absences in a month and / or ten (10) times a month tardiness, regardless of the number of minutes, for at least two (2) months or at least two (2) consecutive months within the contract period of six (6) months, whichever comes first, shall be valid grounds for the **First Party** to terminate the **Second Party** services even without prior notice from the **First Party** pursuant to the MNWD policy on Punctuality and Attendance;
6. That pursuant to the pertinent provisions of Republic Act no. 9165 otherwise known as "Comprehensive Dangerous Act of 2008", the **First Party** may require the **Second Party** to undergo Mandatory Drug Testing which shall be duly manifested in his/her waiver, the cost of which shall be solely borne by the **Second Party**, in any of the following circumstances: Random Testing, for Cause Testing and Post Accident Testing. In the event of a positive test result, the **First Party** shall immediately terminate the services of the **Second Party**;
7. That the **Second party** shall perform the following functions:
 - BOD Staff
8. Both the **First and Second Parties** hereby acknowledges that this Agreement do not establish an Employer-Employee relationship in any manner or form equivalent to regular or casual employment of service in a government entity, and consequently, the **Second Party** shall not be entitled to any benefit accruing to regular or casual employees of the Metropolitan Naga Water District;
9. That the First Party has the absolute right to terminate this Agreement even before the aforementioned specified contractual work period if, in the best interest of the Metropolitan Naga Water District, the First Party deem it proper and necessary, or when a culpable infraction or violation of standing policies, rules and regulations of the Metropolitan Naga Water District has been committed by the Second Party.



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IN WITNESS WHEREOF, both Parties have hereunto set their hand and seal this ___ day of _____, 2017, at Naga City, Philippines.

METROPOLITAN NAGA WATER DISTRICT

CONTRACT OF SERVICE WORKER(S)

VIRGINIA I. NERO
Acting General Manager

Signed in the presence of:

ERIC O. ZANTUA
Mgt. Information Systems Dev't Chief B
Office of the General Manager

RICARDO B. FELIX III
Division Manager A
Human Resource Division

Certified with funds available:

EMMA A. CUYO
Division Manager A - Accounting Division
OIC - Treasury Budget Division

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) s.s.

Before me, a Notary Public, personally came and appeared these affiants:

	ID NO.	ISSUED BY	DATE ISSUED	VALID UNTIL
VIRGINIA I. NERO _____	99107	MNWD		

Known to me and known to be the same person who executed the foregoing instrument and acknowledged by both Parties before me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and at the place first above written

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series 2017 _____;