SUPPORT TO PARCELIZATION OF LANDS FOR INDIVIDUAL TITLING (SPLIT)
P172399

Labor Management Plan (LMP)

Republic of the Philippines
DEPARTMENT OF AGRARIAN REFORM
February 2020
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<tr>
<td>EHSG</td>
<td>Environmental, Health and Safety Guidelines</td>
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<td>ESF</td>
<td>Environmental and Social Framework</td>
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<td>ESHS</td>
<td>Environmental, Social, Health and Safety</td>
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<tr>
<td>ESIA</td>
<td>Environment and Social Impact Assessment</td>
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<tr>
<td>ESMP</td>
<td>Environment and Social Management Plan</td>
</tr>
<tr>
<td>ESS2</td>
<td>Environmental and Social Standard 2: Labor and Working Condition</td>
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<tr>
<td>GBV</td>
<td>Gender-Based Violence</td>
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<td>GM</td>
<td>Grievance Mechanism</td>
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<td>ILO</td>
<td>International Labour Organization</td>
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<td>LMP</td>
<td>Labor Management Procedures</td>
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<tr>
<td>DAR</td>
<td>Department of Agrarian Reform</td>
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<td>DARRO</td>
<td>Department of Agrarian Reform Regional Office</td>
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<tr>
<td>DARMO</td>
<td>Department of Agrarian Reform Municipal Office</td>
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<td>DARPO</td>
<td>Department of Agrarian Reform Provincial Office</td>
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<tr>
<td>CCLOA</td>
<td>Collective Certificate of Land Ownership Award</td>
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<td>CARP</td>
<td>Comprehensive Agrarian Reform Program</td>
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<td>ARB</td>
<td>Agrarian Reform Beneficiary</td>
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<tr>
<td>COS</td>
<td>Contract of Service</td>
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<tr>
<td>WB</td>
<td>World Bank</td>
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<tr>
<td>WBG</td>
<td>World Bank Group</td>
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INTRODUCTION

1. Labor Management Procedures. The World Bank Environmental and Social Framework sets out the obligation of the borrower to promote sound worker-management relationships and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions, as provided under its Environmental and Social Standard 2 (ESS2: Labor and Working Conditions).

The borrower is required to determine the resources necessary to address project labor issues and identify key aspects of labor planning and management. The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the project.

2. Project Description. The Support to Parcelization of Lands for Individual Titling Project (Project SPLIT) aims to fast track the parcelization of agricultural landholdings covered under the agrarian reform program wherein collective Certificate of Land Ownership Award (CCLOA) were issued to several farmer beneficiaries and/or its association over lands that are not collectively farmed or operated in an integrated manner. The subdivision of the CCLOA is in line with the directive of Pres. Rodrigo Roa Duterte for the Department of Agrarian Reform (DAR) to facilitate the survey and re-documentation of CCLOA in order to generate and issue individual CLOAs to farmer beneficiaries until the end of his term in year 2022.

The SPLIT project will promote social justice and pursue the full implementation of the Comprehensive Agrarian Reform Program (CARP) by: (i) enabling farmer beneficiaries to have a clear and defined ownership of the parcels of land they are tilling; (ii) encourage farmers to increase their production and make long-term improvement of their land; (iii) stabilize the ownership, tenureship...
and control of the lands awarded to the concerned agrarian reform beneficiaries (ARBs); (iv) encourage individual farmers to pay amortization fees as the same can be properly computed and collected; (v) attain sound rural development through equitable distribution of all agricultural lands across the country; and (vi) generate short-term income opportunities for the project workers who will be hired in the implementation of this project. The SPLIT project has a total project cost including contingency of USD 475,556,475 and will target all regions with CCLOAs that should be parcelized.

I

OVERVIEW OF LABOR USE ON THE PROJECT

3. **Number of project workers.** Upon consultation with the different sectors and regional/provincial offices and after thorough evaluation of the activities to be undertaken in the implementation of the SPLIT project, the hiring of around 5,000 workers assigned in every region/province with CCLOA to be parcelized.

**Characteristics of project workers.** SPLIT project will engage the services of researchers/documentors/enumerators/support staff, subject matter specialist, geodetic engineers and legal officers as “direct workers” in the conduct of its activities. The following direct workers shall be hired by the concerned DAR Regional/Provincial Office in doing the inventory, validation and project implementation at the field-testing and scaling-up of improved procedures and overall implementation of the Project.

a. Researchers, Documentors, and Support Staff- the project will need these staff at different activities of the Project. For the validation works, a team of five composed of a geodetic engineer, legal officer, (2) researcher/documentor (one to work on safeguards) and a support staff on survey shall be hired. Each team is expected to cover ten (10) CCLOAs or 100 hectares per month. The researchers/documentors and support staff to be hired are preferably residents of the barangay or municipality where the landholding covered by the CCLOA is located.

b. Geodetic Engineers- as part of the validation team in the field-testing and scaling-up activities, the Project will need about 735 geodetic engineers to be part of the validation team from the field testing to the scaling up of the improved procedures nationwide. The geodetic engineer shall be responsible in certifying the Survey Plan to be submitted for the approval of the Department of Environment Natural Resources (DENR).

c. Legal Officers- there will be 735 legal officers needed for the validation team from field testing to the scaling up of the improved procedures nationwide. The legal officers shall be responsible to undertake legal research work, prepare draft decisions, correspondence, advisories and opinions, and other tasks relative thereto, as the need arise.

d. Subject matter Specialists- This includes ‘core functions’ such as Safeguards Specialists, Monitoring & Evaluation Specialist, IT, Finance and Procurement Specialists which shall be directly hired by the Project.
4. **Timing of labor requirements.** The timing of labor requirements for the project workers will depend on the moment their services will commence, as follows:

a. Researchers, Documentors, and Support Staff - the timing of labor requirements is from the preparation of the project considering that ARB validation is among the initial steps in the implementation of the SPLIT project.

b. Geodetic Engineers - the procurement process for the geodetic engineers will start during the project preparation, but will be on board during the implementation of the parcelization scheme as provided under DAR Administrative Order 2, Series of 2019.

c. Legal Officers - the procurement process for legal officers will start during the project preparation, but will be on board during the process of firming up the list of collective owners of the awarded agricultural land.

d. Subject matter Specialists as mentioned above shall be engaged at the start of Project implementation.

5. **Contracted workers.** In addition to the directly hired by the SPLIT Project, it will procure the services of firms for survey, M & E/MIS design development, upgrading of data management system, among others. Hence, there will contracted workers employed by the said firms.

6. **Organic DAR personnel.** On top of the directly hired and contracted project workforce, regular DAR personnel from the Central Office, Regional and Provincial Offices as well as from the Municipal Agrarian Reform Offices shall be part of dedicated official and staff of the Project. These personnel shall remain subject to the existing terms and conditions and working agreements of the Department.

7. **Community Workers.** Not applicable. Unlike other projects of the DAR that encouraged community workers especially on rural infrastructure, the SPLIT Project will not rely on community workers.

**Table 1: Overview of Indicative Labor Use in SPLIT**

<table>
<thead>
<tr>
<th>Type of project workers</th>
<th>Characteristics of project workers</th>
<th>Timing of labor requirements</th>
<th>Indicative number of workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct workers</td>
<td>• Documentors, researchers &amp; support staff &lt;br&gt; • Geodetic Engineers &lt;br&gt; • Legal Officers</td>
<td>• From the preparation of the SPLIT project until ARB validation is completed &lt;br&gt; • From the project preparation until the approval of all needed Survey Plans</td>
<td>• Depending on the area of landholding and involved ARBs &lt;br&gt; Approx. 735 teams</td>
</tr>
</tbody>
</table>

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1 Guidelines and Procedures on the Parcelization of Landholdings with Collective Certificates of Land Ownership Award.
II

ASSESSMENT OF KEY POTENTIAL LABOR RISKS

8. Project activities. The conduct of SPLIT will be in accordance to the agency’s guidelines and procedures on the parcelization of landholdings with CCLOA. Most of the activity will take place within the regions with CCLOAs issued over lands that are not collectively farmed or operated in integrated manner. The indicative project activities to be carried out under SPLIT are the following:

- Inventory of all CCLOA by the DAR Provincial Office (DARPO) within their respective provinces;
- Verification of the land classification of the landholdings covered by the CCLOA;
- Preparation by the DARPO of the list of CCLOA to be processed according to their order of priority if the landholding is found to be alienable and disposable;
- Conduct of meetings/consultations with the ARBs on project awareness;
- Orientation and training
- Field validation of the status of the CCLOA to gather relevant information;
- Inclusion/Exclusion from the Master List of ARBs in case there is protest;
• Annotation of the names of the ARBs in the CCLOA;
• Discussion of the parcelization process, schedule of activities, and documentary requirements with the ARBs;
• Implementation of the parcelization scheme;
• Conduct of parcelization survey of the CCLOA based on the annotated Master List or as contained in the Order of Allocation/ Lot Allocation Agreement;
• Conduct of ground validation for CCLOAs with approved survey plan (ASP), to ensure that said ASP is reflective of the actual situation on the ground;
• Generation and registration of individual CLOAs;
• Updating and generation of the Land Distribution Information Schedule (LDIS).

9. **Key Labor Risks.** Based on the actual experience encountered by the field implementers of the agrarian reform program, the following are the key labor risks anticipated during the implementation of the SPLIT project:

   a. **Occupational health and safety (OHS) risk.**
      i. The hot and dry weather of certain provinces in the Philippines during summer, heat related injuries such as heat stroke and heat exhaustion, pose a risk to the workers who will conduct filed validation, dialogue, and survey.
      ii. Rainy/typhoon season pose emergency situation to the field workers who would need to traverse on muddy roads or encounter sudden flash floods and landslides in mountainous areas.
      iii. Inadequate transportation facilities in the conduct of activities;
      iv. Other natural calamities, such as earthquake, considering its recurrence in the recent year in different regions all throughout the country;
      v. Limited access to canteens, hygiene facilities, and appropriate areas for rest in certain undeveloped areas/regions;
      vi. Illness could develop due to stress/overwork in case of sudden influx of protest or cases to be resolved in the implementation of the project.

   b. **Child labor or Forced labor.** The employment of children below the age of eighteen (18) is unlikely in the implementation of SPLIT. However, particular attention will be given to the qualifications and age of the project worker considering that the job to be undertaken in the conduct of the project requires a higher degree of knowledge and skills. The forced labor risk
is also unlikely considering that there is no shortage of labor supply within the regions with CCLOA.

c. **Labor Influx or gender based violence.** Labor influx is not expected considering the sufficient supply of labor in the Philippines. Although, the conduct of activities may bring workers from different regions who may have a different dialect and cultural background. In which case, conflict between dissimilar upbringings among the workers could risk the local social values and harmony. Also, involvement of workers with different backgrounds can pose a risk on gender based violence.

d. **Labor disputes over terms and conditions of employment.** Disputes may arise in the delay of processing of wages, disagreement with the working conditions, and health and safety concerns in the work environment. The relocation of workers to another region where demand of personnel is needed may pose risk for labor disputes. Likewise, unequal distribution of tasks and unresolved grievances of workers could lead to labor unrest.

e. **Security risks.** Considering that the CCLOAs have been issued more than 20 years ago, potential conflicts among ARBs, actual occupants and possible intruders may pose security risk for project workers who are to bring and effect change in the community.. Also, presence of armed rebels in certain areas of the country can pose a security risk to workers. Hence, there may be a need to ask the assistance of the Philippine National Police or the military.

III

**BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS**

10. **ILO fundamental conventions ratified by the Philippines.** The Philippines became a member of the International Labor Organization (ILO) on 15 June 1948. It was the first country in Asia to participate in a pilot programme on decent work in 2002. The Philippines has ratified thirty eight (38) ILO Conventions including all of the eight (8) Fundamental Conventions\(^2\), as follows:

   - C.29 Forced Labour Convention, 1930
   - C.87 Freedom of Association and Protection of the Right to Organise Convention, 1948

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• C.98 Right to Organise and Collective Bargaining Convention, 1949
• C.100 Equal Remuneration Convention, 1951
• C.105 Abolition of Forced Labour Convention, 1957
• C.111 Discrimination (Employment and Occupation) Convention, 1958
• C.138 Minimum Age Convention, 1973
• C.182 Worst Forms of Child Labour Convention, 1999

11. **Constitutional mandates on labor legislation.** The 1987 Constitution of the Republic of the Philippines provide the following relevant provisions as legislative framework for labor concerns, as follows:

- **Sec. 3, Art. XIII**- 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.

It shall guarantee the right of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with the law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

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 shall enforce their mutual compliance therewith to foster industrial peace.

The State shall regulate the relations between workers and employers, recognizing the right of labor to its just share in the fruits of production and the right of enterprises to reasonable returns to investments, and to expansion and growth.

- **Sec. 11, Art. II**- The State values the dignity of every human person and guarantees full respect for human rights.

- **Sec 13, Art. II**- The State recognizes the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being. It shall inculcate in the youth patriotism and nationalism, and encourage their involvement in public and civic affairs.
• **Sec. 14, Art. II**- The State recognizes the role of women in nation-building, and shall ensure the fundamental equality before the law of women and men.

• **Sec. 1, Art III**- No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied equal protection of the laws.

• **Sec. 4, Art. III**- No law shall be passed abridging the freedom of speech, of expression, or of the press, or the right of the people to peaceably assemble and petition the government for redress of grievances.

• **Sec. 14, Art. XIII**- The State shall protect working women by providing safe and healthful working conditions, taking into account their maternal functions, and such facilities and opportunities that will enhance their welfare and enable them to realize their full potential in the service of the nation.

12. **Governing rules in hiring Job Order (JO) and Contract of Service (COS) workers by government agencies.** Although Article IX-B of the 1987 Constitution provides that Civil Service shall embrace all agencies of the government, the Revised Omnibus Rules on Appointments and other Personnel Actions and Civil Service Commission (CSC) Memorandum Circular No. 15, Series of 1999 provides that contracts of services need not be submitted to the Commission since the services rendered thereunder are not considered as government service. The CSC clarifies the guidelines through Joint Circular No. 1, Series of 2017, jointly issued by the CSC, Commission on Audit (COA), and the Department of Budget and Management (DBM) in order to protect JO and COS workers while recognizing the need for government agencies to hire personnel on temporary basis. Starting 01 January 2019, hiring of JO and COS workers should comply with the joint circular. Heads of agencies and/or responsible officers may be held administratively liable under existing civil service rules should they be found violating the said circular. Further, the COA is tasked to check possible irregularities in the procurement of JO and COS services.

13. **Terms and Conditions.** Below are the relevant provisions of Joint Circular No. 1, Series of 2017 with regard to the terms and conditions of work:

   a. **Individual Contract of Service (Par. 6.2)**
      - The term of contract between the agency and the individual contractor shall be for a maximum period of one (1) year, renewable at the option of the Head of the procuring entity, but in no case shall exceed the term of the latter;

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• Engaging the services of individual contractor shall be subject to pertinent provisions of Republic Act No. 9184⁴ and its implementing guidelines, as applicable, and the existing budgeting, accounting and auditing rules and regulations.

b. **Job Order (Par. 6.3)**
   • The services of a JO worker is either paid according to an agreed contract amount for the piece of work or on a daily wage basis.
   • Contracting the service of JO workers shall be subject to pertinent budgeting, accounting and auditing rules and regulations.

c. **Limitations (Par. 7.0)**
   • Hiring under COS shall be limited to consultants, learning service providers, and/or other technical experts to undertake special project or job within a specific period. The project or job is not part of the regular functions of the agency, or the expertise is not available in the agency, or it is impractical or more expensive for the government agency to directly undertake the service provided by the individual contractor;
   • Hiring of JO workers shall be limited to emergency or intermittent work, such as clearing debris on the roads, canals, waterways, etc. after natural/man-made disasters/occurrences; other trades and crafts, and manual tasks which are not part of the regular functions of the agency;
   • COS and JO workers should not, in any case, be made to perform functions which are part of the job description of the agency’s existing regular employees;
   • The services of the COS and JO workers are not covered by the Civil Service law and rules thus, not creditable as government service. They do not enjoy the benefits enjoyed by government employees, such as leave, PERA, RATA and thirteenth month pay.

d. **Payment of Services Under Individual COS (Par. 8.0)**
   • Individuals hired through COS shall be paid by the prevailing market rates, subject to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations;
   • Individuals hired through the COS have the option to enrol themselves in social benefit program thru the Social Security System (SSS), PhilHealth and Pag-IBIG Fund as self-employed members.

e. **Payment of Services Under Job Order (Par. 9.0)**
   • Individuals hired through JO shall be paid wages equivalent to the daily wages/salary of comparable positions in government and a premium of up to 20% of such wage/salary.

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⁴ REPUBLIC ACT No. 9184: An Act Providing for the Modernization, Standardization and Regulation of the Procurement Activities of the Government and for Other Purposes.
IV

BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

14. **Occupational Health and Safety (OHS)** - The protection against OHS risk to the workers embodied in various international laws, national laws and administrative issuances governing the public sector, shall be observed.

a. **ILO Technical Convention: C187 - Promotional Framework for Occupational Safety and Health Convention** - Although the current status of the same is not yet in force, the Convention will enter into force for Philippines on 17 June 2020 which is well within the period of implementation of the SPLIT project. The following are National Policy under Section 3 thereof:

   i. Each Member shall promote a safe and healthy working environment by formulating a national policy;
   
   ii. Each Member shall promote and advance, at all relevant levels, the right of workers to a safe and healthy working environment;
   
   iii. In formulating its national policy, each Member, in light of national conditions and practice and in consultation with the most representative organizations of employers and workers, shall promote basic principles such as assessing occupational risks or hazards; combating occupational risks or hazards at source; and developing a national preventative safety and health culture that includes information, consultation and training.

b. **1987 Constitution of the Republic of the Philippines** - The relevant provisions of the Constitution as regards OHS are as follows:

   i. **Sec. 3, Art. XIII** - 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.

   It shall guarantee the right of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with the law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and
decision-making processes affecting their rights and benefits as may be provided by law. x x x

ii. *Sec 13, Art. II* - The State recognizes the vital role of the youth in nation-building and shall promote and protect their physical, moral, spiritual, intellectual, and social well-being. It shall inculcate in the youth patriotism and nationalism, and encourage their involvement in public and civic affairs.

iii. *Sec. 14, Art. XIII* - The State shall protect working women by providing safe and healthful working conditions, taking into account their maternal functions, and such facilities and opportunities that will enhance their welfare and enable them to realize their full potential in the service of the nation.

iv. *Sec. 11, Art. II* - The State values the dignity of every human person and guarantees full respect for human rights.

c. Civil Service Commission administrative issuances as follows:

i. Memorandum Circular No. 33, Series of 1997 (Policy on Working Conditions at the Workplace)- all government offices shall provide adequate office ventilation and lighting, clean and adequate comfort room facilities, potable drinking water, First Aid Kit facilities, and all government offices should be non-smoking areas.

ii. Memorandum Circular No. 08, Series of 2011 (Reiteration of the Physical Fitness Program “Great Filipino Workout”) - requiring all agencies to adopt “The Great Filipino Workout” in order to develop a healthy and alert workforce.

iii. Memorandum Circular No. 04, Series of 2003 (Promotion of Good Nutrition in the Bureaucracy)- promotion of good nutrition of workers as an effective strategy to achieve and sustain increased organizational productivity.

**V**

**RESPONSIBLE STAFF**

15. **Responsible staff.** The concerned DARRO and DARPO will be responsible for the engagement and management of project workers within their respective regions and provinces, as well as their training, OHS, and addressing the workers’ grievance. The DARRO and DARPO are responsible for the following:

- Ensure compliance with the safeguard requirements, including the LMP and OHS provisions for the workers;
• Undertake the implementation of the SPLIT project within their respective regions/provinces;
• Guarantee that the obligations are met towards the direct workers as included in the LMP and ESMP and the applicable procurement documents;
• Monitor the training of the project workers;
• Monitor for potential risks of serious safety issues in the conduct of activities;
• Develop and implement the grievance mechanism for direct workers, including ensuring that grievances received from the workers are addressed promptly, and reporting the status of grievances and resolutions.
• Ensure that the project workers are informed of the grievance mechanism;
• Maintain records of recruitment and employment of hired workers, with age and gender verification.
• Provide induction and regular training to direct workers on environmental, social and occupational health and safety issues.
• Report to the World Bank on labor and occupational health and safety performance and any incident or accident related to the Project involving project workers.

16. The DAR Central Office (DARCO). DARCO will be responsible for the oversight of the project, coordinating with other agencies and supporting the project monitoring. While DARCO has no direct responsibility for supervising routine labor issues in the region/provinces, it will support the DARRO and DARPO in addressing key labor issues that may require intervention.

VI

POLICIES AND PROCEDURES

17. SPLIT will apply the following policies and procedures to address the key labor risks identified under Section II:
   a. Occupational Health and Safety (OHS): The relevant international laws, national laws and administrative issuances which serve guidelines for government agencies to ensure the good working condition of the workers shall be followed. The concerned DAR office shall ensure that the workers are well protected against possible OHS risks through the following measures: (i) identification of potential hazards to workers within their respective regions; (ii) provisions of preventive and protective measures; (iii) training of workers on safety measures and conduct
of drills in case of calamities; (iv) documentation and reporting of occupational incidents; (v) emergency preparedness; (vi) remedies for occupational injuries and fatalities.

b. **Child labor**- To prevent engagement of underage workers, the age employment scheme provided under Section VII hereof should be strictly observed by the hiring authority. Proper procedure in the screening, with age verification, shall be undertaken in the selection of direct workers to ensure that no child shall be employed in the implementation of the project. Likewise, all contracts must have a provision as to the minimum age requirement and the hiring authority shall keep a labor registry of all hired workers.

c. **Labor influx/ gender-based violence/ project workers**- All project workers will undergo relevant seminars and training to prevent labor influx or gender-based violence. Project workers particularly those coming from other communities will be provided a lecture on the region’s culture and history to enable them to adapt to the community values and avoid any conflicts due to the dissimilarities of their cultural backgrounds.

d. **Labor disputes over terms and conditions of employment**- Fair, reasonable and lawful terms and conditions shall be applied in the contractual provisions of all project workers to prevent labor disputes. Moreover, there will be an efficient grievance mechanism to address any issues that may arise during existence of the contract. The guidelines provided under Section VIII hereof shall be strictly observed to avoid disputes over terms and conditions of employment.

e. **Security risks**- Minimizing the potential security risk to the workers shall be a paramount consideration during the conduct of SPLIT activities. Key security measure will include the following: (i) assistance from the police and/or the armed forces, if necessary or as the situation calls for it (please see Annex A, protocol for the use of local police or military); (ii) restrictions on work hours where security risks are high; (iii) ensure proper notices are served to the community where the activity requires field work or survey; (iv) such other measures appropriate to be formulated by the concerned regional/provincial office to ensure the safety of the workers.

**VII**

**AGE OF EMPLOYMENT**

18. **Minimum age for employment on the project**. Under the ILO C138 (Minimum Age Convention, 1973), each Member of the Convention undertakes to pursue a national policy designed to ensure the effective abolition of child labour and to raise progressively the minimum age for admission to
employment or work to a level consistent with the fullest physical and mental development of young persons. Article III thereof provides: (a) the minimum age for admission to any type of employment or work which by its nature or the circumstances in which it is carried out is likely to jeopardise the health, safety or morals of young persons shall not be less than 18 years; (b) the types of employment or work to which paragraph 1 of this Article applies shall be determined by national laws or regulations or by the competent authority, after consultation with the organisations of employers and workers concerned, where such exist; (c) notwithstanding, the provisions of paragraph 1 of this Article, national laws or regulations or the competent authority may, after consultation with the organisations of employers and workers concerned, where such exist, authorize employment or work as from the age of 16 years on condition that the health, safety and morals of the young persons concerned are fully protected and that the young persons have received adequate specific instruction or vocational training in the relevant branch of activity.

Further, Republic Act (R.A.) No. 7658, children below fifteen (15) years of age shall not be employed, except: (a) When a child works directly under the sole responsibility of his parents or legal guardian and where only members of the employer's family are employed: Provided, however, that his employment neither endangers his life, safety, health and morals, nor impairs his normal development; Provided, further, that the parent or legal guardian shall provide the said minor child with the prescribed primary and/or secondary education; (b) Where a child's employment or participation in public entertainment or information through cinema, theatre, radio or television is essential: Provided, the employment contract is concluded by the child's parents or legal guardian, with the express agreement of the child concerned, if possible, and the approval of the Department of Labor and Employment: and Provided, That the requirements under Section 1 of the said R.A. in all instances are strictly complied with.

. However, considering that SPLIT is need of direct workers with higher degree of knowledge and skills, it is unlikely that the project would hire a person below eighteen (18) years of age.

19. Age verification process. To prevent engagement of underage workers, an age verification process shall be undertaken by the concerned DARRO/DARPO prior to the engagement of the project worker. All contractual provisions should comply with the minimum age requirements and the responsible staff is required to maintain a labor registry of all hired project workers. The following are means to verify the age of the worker:

* Two (2) Valid IDs, as follows:
- Philippine Passport
- Driver’s license
- SSS UMID Card
- PhilHealth Card
- Postal ID
- Voter’s ID
- Integrated Bar of the Philippines ID
- Professional Regulation Commission ID
- Certified true copy of Birth Certificate
- Certified true copy of marriage certificate, if applicable
- Admission in schools
- Transactions for previous employment purposes
- Tax-related transactions
- NBI or Police Clearance
- Written confirmation from medical practitioner
- Affidavit from the applicant and his/her parents or guardian

20. Remedial measures. Following Sec. 1, Art. III of the Constitution\(^5\), the concerned DARRO/DARPO shall abide with the standards of due process in the event that an underage worker is found working on the project. The responsible staff shall serve a written notice specifying the ground for termination of the underage worker, and giving to said worker reasonable opportunity within which to explain his side. A subsequent hearing or conference may be held during which the worker, with the assistance of counsel if the worker so desires, is given opportunity to respond to the charge, present his/her evidence or rebut the evidence presented against him/her. A written notice of termination shall be served on the underage worker indicating that upon due consideration of all circumstances, grounds have been established to justify his/her termination.

Compassionate approach with the situation may include:

a. Offer a project employment to a member of the family, who satisfies all the necessary qualifications in lieu of the underage worker;
b. Provide assistance to the underage worker, such as finding an alternative lawful job that suits his/her age;

\(^5\) No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied equal protection of the laws.
c. Refer the child to the appropriate agency who can render support to the needs of the child.

VIII

TERMS AND CONDITIONS

21. **Provisions of contract of employment.** A contract of employment, written in a language known to the parties, shall be executed between the DAR and the direct worker that specify the following:
   a. Parties to the contract, including the name of worker, age, citizenship, civil status, gender, and address;
   b. Premises with regard to the needed services, acceptance of the parties, qualifications of the worker, and attestation that the worker is not related within the third degree of consanguinity or affinity to the hiring authority and/or its representative, and that the worker has not been previously dismissed from government service by reason of administrative offense;
   c. Terms and conditions of the contract, including the hours and place of work, remuneration payable to the worker, job description, summary of deliverables, duration of contract, procedure for suspension or termination of contract, statement that there is no employer-employee relationship between the contracting parties.

   In addition to the written contract, an oral explanation of the provision stated therein shall be provided to the contracting worker who may have difficulty in understanding the provisions.

22. **Specific wages.** Individuals hired through COS shall be paid by the prevailing market rates, subject to the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations; whereas, individuals hired through JO shall be paid wages equivalent to the daily wages/salary of comparable positions in government and a premium of up to 20% of such wage/salary.

23. **Hours of work.** The normal hours of work of project workers shall not exceed 8 hours a day for 5 days or 40-hour work week, exclusive of time for meals. Where exigencies of the service require such personnel to work for 6 days or 48 hours, the project worker shall be entitled to a compensatory time-off (CTO) to off-set the overtime rendered. No worker shall be allowed to render services beyond the 48-hour overtime.
24. **Rest per week.** Every project worker is entitled to a 2-day rest period during weekends (Saturday and Sunday). Workers shall also be entitled to a rest day on regular holidays recognized by the State.

25. **Termination of contract.** The contract of employment shall cease at the end of the period stated therein. However, the contract may be pre-terminated by the hiring authority due to failure to provide the standard of service required under the agreement, breach of any provision thereof, breach of trust, loss of confidence, and for reasons detrimental to the interest of the agency, provided that the project worker is informed in writing at least 30 days prior to the effectivity of such termination. Likewise, the project worker may pre-terminate the contract provided that a written notice is submitted to the hiring authority, stating therein the reasons for the pre-termination, at least 30 days prior to the proposed date of effectivity thereof, and the same has been received, accepted, and approved in writing by the hiring authority.

26. **Deductions from remuneration.** No deductions other than those agreed upon in the contract or those prescribed by law or regulations shall be made from a worker’s remuneration. The hiring authority is prohibited to demand or accept from the worker any cash payment or gifts in return for admitting such worker to employment or for any other reasons connected with the terms and conditions of employment.

27. **Medical treatment of injured and sick workers.** Any injury, illness or accident sustained by the worker during the work period shall be conveyed to the nearest clinic or hospital by the hiring authority or its representative.

28. **Collective Agreements.** The duty to collectively bargain arises only between the “employer” and “employee”. Where neither party is an “employer” nor “employee” of the other, no such duty would exist⁶. Considering that the terms and conditions provide that no employer-employee relationship shall exist between the contracting parties, there is no duty to bargain collectively.

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IX

GRIEVANCE MECHANISM

29. Grievance mechanism. Since SPLIT will engage both direct workers and contracted workers it will have a compact and effective grievance mechanism for the workers. These workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Grievance mechanism shall be made easily accessible to all project workers.

All concerned responsible staff shall hold regular meetings with the project workers to discuss any work related issues and concerns. Every grievance raised by a worker will be documented with the actions undertaken by the office to address such grievance. The aggrieved worker may raise any issue anonymously through a letter which shall be submitted to his/her immediate supervisor’s office. Any grievance which are left unattended by the DARRO/DARPO can be aired by the worker to the DARCO, in which case actions shall be taken to resolve the issue. Any labor dispute shall be first resolved through an Alternative Dispute Resolutions (ADR), such as mediation, conciliation and arbitration, in order to provide an efficient procedure in the settlement of disputes and to promote autonomy and freedom of the parties to make their own arrangements to resolve their grievance.

X

CONTRACTOR MANAGEMENT

30. Contracted workers. With the engagement of people through third parties in the implementation of the SPLIT project, procedures for managing and monitoring their performance should be established. The Project will incorporate the requirements of ESS 2 into contract agreements with the third parties together with appropriate non-compliance remedies.
XI

COMMUNITY WORKERS

31. **Community workers.** The project is unlikely to include the use of community workers considering the design of the SPLIT is aimed to parcelize agricultural landholdings with CCLOA covered under the agrarian reform program that are not collectively farmed or operated in an integrated manner. The same is conducted in regions all over the Philippines and requires specific qualifications of workers who possess highly technical skills.

XII

PRIMARY SUPPLY WORKERS

32. **Primary supply workers.** The SPLIT project will not require the services of a primary supply worker considering that the needed supplies for the conduct of activities thereunder will undergo the process of procurement in accordance to the existing procurement laws, rules and regulations.
Annex A. Protocol for the Use of Local Police or Military

**Philippine National Police or the Armed Forces of the Philippines Assistance In The Implementation Of Comprehensive Agrarian Reform Program (CARP)**

1. The SPLIT Project may have special cases wherein implementation may require assistance from the police and/or military and this would be properly coordinated with concerned authorities. The DAR may seek such security assistance when needed and/or warranted, particularly on ground activities in CCLOA sites located in remote and/or conflict areas especially during actual land survey and/or installation of the ARBs on their individual lots.

2. Such assistance will be carried out in accordance with the long-standing Memorandum of Agreement between the DAR, DILG and PNP signed 3 May 1995 and the Joint DAR – DILG – DND Circular No. 5 series 2002 on Law Enforcement on Agrarian Reform Laws and Programs. The JC defines the roles and responsibilities of each agency and supplements the 1995 MOA.

3. ESS 4, Community Health and Safety encourages disclosure of government security arrangements and ensure that government personnel act in a manner consistent with the provisions of the safeguard standard. As actions of public security forces can pose a significant reputational risk and can increase tensions with the local population. Thus, security decorum must be clearly defined.

4. When DAR requests the support of government law enforcement (either police or military), it will first assess risks posed by these security arrangements to project workers and the local community. DAR will only sanction the use of government law enforcement; it will not contract, or allow survey teams, to contract private security forces. DAR will seek to ensure that government security personnel deployed to provide security services act in a manner consistent with the applicable laws and code of practices as summarized in this protocol, consistent with the Bank’s ESS4. DAR will not sanction any use of force in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. DAR will ensure that the workers and local community is informed about the arrangements and this protocol. They will also be informed about the project’s GRM and DAR will review any allegations of unlawful or abusive acts of security personnel, take action (or urge appropriate parties to take action) to prevent recurrence and, where necessary, report unlawful abusive acts to the relevant authorities.

5. Rule 30 of the Philippine National Police (PNP) Operational Procedure defines police assistance in the implementation of Comprehensive Agrarian Reform Program to wit:

   **30.1 Coverage**

   a. **Final Orders**

      (1) Final Orders/Resolutions/Decisions Issued by DAR
(2) Order of Installation or Certificate of Land Ownership Award (CLOA)

b. Preliminary Agrarian Activities

(1) Land survey
(2) Field Investigation
(3) Ocular Inspection
(4) Meeting between actual and potential Agrarian Reform Beneficiaries
(5) Post Installation
(6) Landholding tagging
(7) Analogous cases

30.2 Requirements in the Granting of Police Assistance

a. Police assistance in the implementation of final orders, decisions, resolutions or CLOAs issued DAR shall be rendered only upon a written request submitted by the Agrarian Reform Officer or any authorized Officer of DAR, accompanied with the original or authenticated copy of the final decision, order or CLOA to be implemented. The request and its attachments, regardless of the place of execution, shall be submitted to the Office of the Chief, PNP for his approval.

b. Police assistance during the conduct of preliminary agrarian activities as provided in Rule 30.1b shall be rendered only upon a written request submitted by the Agrarian Reform Officer or any authorized Officer of DAR, accompanied with the original or authenticated copy of the Order issued for the activity (if applicable). The request shall be submitted to the Office of the Regional Director of the Police Regional Office having jurisdiction over the area of execution for his approval.

30.3 When to Render Police Assistance

Police assistance in the implementation of CARP shall be provided only as requested by DAR. In no case shall the PNP act on its own without the request and/or representative from DAR to prevent extending police assistance in cases where same is not necessary.

30.4 Extent of Police Assistance

The head of office or unit tasked to render police assistance shall have the discretion to employ sufficient number of PNP uniformed personnel after taking into consideration the scope of the resistance to be encountered, if there is any, and the general peace and order condition in the area. Unless a higher ranking Officer is necessary and more PNP personnel are required, the police team that will render police assistance should be led by a Police Commissioned Officer (PCO) with the rank of Police Senior Inspector. All members of the team shall be in prescribed uniform when rendering police assistance.

30.5 Role of PNP Personnel Rendering Police Assistance
The PNP personnel shall observe maximum tolerance and respect for individual rights at all times. The use of reasonable force shall only be resorted to for self-defense and defense of strangers. Moreover, the PNP personnel shall always exercise utmost impartiality and neutrality in effecting its role. The role of the PNP when rendering police assistance shall be limited to the maintenance of peace and order, crowd control, and the security of the duly authorized officer of the DAR. In no case shall PNP members participate in the implementation of the decision/order/resolution or in the conduct of any of the preliminary agrarian activities, which shall be undertaken by the duly authorized officer of the DAR. The duly authorized officer of the DAR leading the implementation of the decision/order/resolution/CLOA or leading the conduct of the preliminary agrarian activity shall have the final disposition whether to proceed or not with the implementation of the decision/order/resolution/CLOA or conduct of the activity.

30.6 When Entry to the Property is Refused by the landowner

When the DAR personnel are refused admittance into the property, the PNP personnel cannot encroach on the property without an order from the DAR specifically for the purpose. In the implementation of final orders or in the conduct of preliminary agrarian activities, the authority to break into the property or into a building shall be specifically provided in the order or resolution or in the request for police assistance. The authority to break out to liberate themselves shall also be specifically provided.


6. Attachment 1 is a copy of the Joint DAR-DILG-DND Circular No. 5 s. 2002.
Attachment 1. Joint DAR-DILG-DND Circular No.5 s. 2002

JOINT DAR-DILG-DND CIRCULAR No. 05
10 June 2002

SUBJECT: Law Enforcement of Agrarian Reform Laws and Programs

Whereas, under the Constitution of the Philippines, specifically Article XIII, Section 4 thereof, “the State shall, by law, undertake an agrarian reform program founded on the right of farmers and regular farmworkers, who are landless, to own directly or collectively the lands they till or, in the case of other farmworkers, to receive a just share of the fruits thereof”.

Whereas, under Executive Order (EO) 292 (25 July 1987), known as the Administrative Code, specifically Book IV, Title XI, Chapter 1, Section 2 thereof, the DAR “shall provide central direction and coordination to the national agrarian reform program extended to transform farm lessees and farm tenants into owner-cultivators of economic family-size farms to improve their living conditions”.

Whereas, under Administrative Code, specifically Book IV, Title XI, Chapter I, Section 3 (16) thereof, the Department of Agrarian Reform (DAR) shall “integrate and synchronize program implementation of the Land Bank of the Philippines and other relevant civilian, military, government and private entities involved and mandated to support the agrarian reform program through Inter-Agency Committees and Agrarian Reform Coordinating Councils”.

Whereas, under Republic Act (RA) 6657 (15 June 1988), known as Comprehensive Agrarian Reform Law (CARL), specifically Section 69 thereof, “the Presidential Agrarian Reform Council (PARC), in the exercise of its functions, is hereby authorized to call upon the assistance and support of other government agencies, bureaus and offices, including government-owned and controlled corporations”.

Whereas, under the 03 May 1995 Memorandum of Agreement (MOA) between the DAR and Department of Interior and Local Government (DILG) and Philippine National Police (PNP), “the DAR and DILG are mutually desirous and committed to institutionalizing the existing full support to, and cooperate with, one another for the successful implementation of the Comprehensive Agrarian Reform Program” (CARP).

Whereas, CARP implementation likewise requires the assistance of the DND-AFP.

Now therefore, we, the DAR and DILG-PNP and DND-AFP, pursuant to the mandates of our respective offices, do hereby SUPPLEMENT the 03 May 1995 MOA between the DAR and DILG and PNP with the issuance of this Joint Memorandum Circular.
1. The DAR shall:

1.1. Provide the DILG-PNP and DND-AFP with sufficient information about the CARP and agrarian reform laws.

1.2. Deputize DND-AFP units in specific areas in order that it can assist DAR and the DILG-PNP in the implementation of the CARP and other related laws.

1.3. Provide the DILG-PNP and DND-AFP with sufficient information about the organizational structure and linkages of the DAR, indicating the names and positions of key officials whom the DILG-PNP and DND-AFP may coordinate with on CARP matters.

1.4. Provide the DILG-PNP and DND-AFP in advance with plans relative to implementation of the CARP whenever implementation of a plan requires specific assistance from the DILG-PNP and/or DND-AFP.

1.5. Provide the DILG-PNP and DND-AFP with the list and description of properties scheduled for CARP acquisition.

1.6. Provide the DILG-PNP and DND-AFP with the list and description of properties which the CARP shall subject to leasehold arrangements.

1.7. Immediately notify in writing the DILG-PNP and DND-AFP of the activities which need the physical presence of law enforcement agents.

1.8. Institute a system of regular consultation between the DAR Regional Directors and the regional/area level commanders of the PNP and AFP, and the DAR Provincial Agrarian Reform Officer (PARO) and the provincial/field level commanders of the PNP and AFP.

1.9. Provide assistance to PNP/AFP personnel in case of injury and/or death while in the performance of DAR-connected activities and functions.

1.10. Reimburse the fuel, oil, lubricants and other expenses incurred or to be incurred on each AOG (Aircraft on Ground) support case not later than five (5) working days after receipt of AFP bill for payment. DAR shall likewise reimburse the fuel and actual expenses of its aborted mission due to force majeure or should the aircraft be diverted elsewhere for safety reasons.

1.11. Provide meals, lodging accommodations and transportation to and from the billeting area, to AFP personnel who shall be deployed to render support/assistance to DAR.

1.12. DAR shall hold the DND-AFP harmless for any injury or death caused while on board DND-AFP vehicles as well as injuries and/or death
caused to 3rd parties while DND-AFP vehicles are being utilized to support and assist DAR.

1.13 Payments made under this Agreement are purely for the reimbursement of actual operating cost of AFP and not for profit, thus, are not subject to usual taxes and obligations of commercial transactions. AFP hereby undertakes to hold harmless DAR, its directors, officers, employees or agents from and against claims for taxes, fees and other charges imposed on payments made by DAR to AFP hereunder.

1.14 Damage to equipments utilized to support/assist DAR shall be defrayed by DAR at such cost as shall be jointly determined by the AFP and DAR.

1.15 AFP equipment dedicated primarily to perform DAR mission shall be adequately covered with insurance for equipment damages and collateral damages to persons and properties.

2. The DILG-PNP shall:

2.1 Provide the DAR with sufficient information about the extent of, and limitations to, the authority of the DILG-PNP.

2.2 Provide the DAR with sufficient information about the organizational structure and linkages of the DILG-PNP, indicating the names and positions of key officials whom the DAR may coordinate with on matters involving the law enforcement aspect of CARP.

2.3 Provide the DAR on a regular basis with information about the peace and order situation, and possible police or military operation, that may adversely affect the CARP.

2.4 Upon written request by the DAR, provide security forces to DAR personnel whenever performance of their official function subjects them to peril.

2.5 Upon written request by the DAR, assist DAR personnel in the exercise of administrative power to gain entry into landholdings for the purpose of conducting field investigation relative to CARP implementation.

2.6 Upon written request by the DAR, allow DAR personnel to ride in transport vehicles, and/or temporarily use the communication facilities of the DILG-PNP to gain access into areas that are not accessible by ordinary vehicles, with the condition that the DAR shall be solely
liable for all expenses attributable to the temporary use of said transportation or communication facilities.

2.7 Upon written request by the DAR, arrest and detain persons cited for direct or indirect contempt by the DAR Secretary, DAR Adjudication Board (DARAB), Regional Agrarian Reform Adjudicator (RARAD), or Provincial Agrarian Reform Adjudicator (PARAD).

2.8 Upon written request by the DAR, assist its Sheriff in enforcing its orders/decisions/resolutions.

2.9 Upon written request by the DAR, cooperate in prosecuting violators of agrarian laws.

2.10 Desist from intervening in any agrarian dispute without prior consent from the DAR Secretary or DARAB or any of its Adjudicators.

2.11 Authorize consultations on a regular basis between the DAR Regional Directors and the regional commander of the PNP, the DAR provincial Agrarian Reform Officer (PARO) and the provincial commanders of the PNP, and the DAR Municipal Agrarian Reform Officer (MARO) and his/her counterparts in the PNP.

3. The DND-AFP shall:

3.1 Provide the DAR with sufficient information about the extent of, and limitations to, the authority of the DND-AFP.

3.2 Provide the DAR with sufficient information about the organizational structure and linkages of the DND-AFP, indicating the names and positions of key officials with whom the DAR may coordinate on matters involving the implementation of CARP.

3.3 Provide the DAR with significant information about the peace and order situation.

3.4 Upon written request by the DAR, provide additional security assistance to DAR personnel whenever performance of their official functions subjects them to peril.

3.5 Upon written request by the DAR, assist DAR personnel when AFP assistance is needed, in the exercise of administrative power to gain entry into lands in those for the purpose of conducting ocular inspections, field investigations, surveys and other related activities relative to CARP implementation.

3.6 Upon written request by the DAR, allow DAR personnel to utilize transport and communication equipments, of the DND-AFP, in order
that DAR personnel may gain access into areas that are not accessible by ordinary vehicles, with the condition that the DAR shall be solely liable for all expenses attributable to the temporary use of said transportation or communication facilities.

3.7 Upon written request by the DAR, when AFP assistance is needed to arrest and detain persons cited for direct or indirect contempt by the DAR Secretary, DAR Adjudication Board (DARAB), Regional Agrarian Reform Adjudicator (RARAD), or Provincial Agrarian Reform Adjudicator (PARAD).

3.8 Upon written request by the DAR, when AFP assistance is needed to assist its Sheriff in enforcing the CARL and other related laws.

3.9 Upon written request by the DAR, cooperate in enforcing agrarian reform laws.

3.10. Desist from intervening in any agrarian dispute without prior consent from the DAR Secretary or DARAB or any of its Adjudicators.

3.11. Authorize consultations on a regular basis between the DAR Regional Directors and the Area commanders of the AFP, the DAR Provincial Agrarian Reform Officer (PARO) and the Field/Battalion commanders of the AFP, and the DAR Municipal Agrarian Reform Officer (MARO) and his/her counterparts in the AFP.

4. This Joint Memorandum Circular adopts the Rules of Procedure of the DARAB for the execution of its orders / decisions / resolutions.

5. Whenever the DAR requests for assistance from the DILG-PNP and/or DND-AFP, the lines and hierarchy of responsibilities shall be as follows:

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<thead>
<tr>
<th>Level</th>
<th>DAR</th>
<th>DILG</th>
<th>DND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region</td>
<td>Director or RARAD</td>
<td>PNP Regional Office</td>
<td>AFP Area Command</td>
</tr>
<tr>
<td>Province</td>
<td>PARO or RARAD</td>
<td>PNP Provincial Office</td>
<td>AFP Field/Battalion Unit</td>
</tr>
<tr>
<td>Municipality/City</td>
<td>MARO</td>
<td>PNP Station Office</td>
<td>AFP Company Unit</td>
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6. Plan for Cooperative Action - The DAR, DILG-PNP and the DND-AFP shall prepare their respective plan which will serve as the guide in the performance of their respective tasks and functions under this circular.

Each party shall, as soon as possible, furnish the other parties a copy of its plan for cooperative action.

7. Board of Consultation and Cooperation - There shall be formed at each province a Board of Consultation and Cooperation.
The DAR, DILG-PNP and DND-AFP shall each assign as many representatives to the Board as it may deem necessary in order to represent all branches of services within their respective organization.

The body shall serve as the forum for the exchange of information, the venue to thrash out differences, and the vehicle for mutual cooperation for the attainment and fulfillment of their respective functions.

This Joint Memorandum Circular shall take effect immediately.

JOSÉ D. LÍNAG, JR.  
Secretary  
Department of Interior and Local Government

ANGELO T. REYES  
Secretary  
Department of National Defense

LEANDRO R. MENDOZA  
Director General  
Philippine National Police

ROY A. CIMATU  
Chief of Staff  
Armed Forces of the Philippines

HERNAN A. BRAGANZA  
Secretary  
Department of Agrarian Reform