

everyday life and work;

- f) **Technical Training** refers to the technology-based theoretical instruction for a period of up to three (3) months in a lecture area, and hands-on exercises in a laboratory or a workshop within the premises of a technical training provider, either in-house at a participating employer or at a Technical Vocational Institute (TVI) accredited by the Technical Education and Skills Development Authority (TESDA).
- g) **Training Allowance** refers to the amount which the JobStart trainee receives from the City Government for the duration of the life skills and technical training;
- h) **Training Plan** refers to a written plan that specifies the set of skills and competencies to be acquired by the JobStart trainee from technical training to internship period. The training plan will describe the training curriculum or modules to be used, the training schedule, venue, facilities, cost, as well as the training's monitoring and evaluation framework. The training plan shall be prepared by the participating employer and submit it to the JobStart Program Unit of Metro PESO for approval;
- i) **Internship** refers to the practical learning of a JobStart Trainee in a regular working environment with the participating employer. It provides JobStart Trainees venue to apply or put into practice relevant theories and code of ethics within a conducive and safe work environment and develop the value of professionalism and work appreciation. Participating employers is required to conduct Internship, unless the trainee will be hired by the establishment.
- j) **Internship Stipend** refers to the amount which the JobStart trainee receives from the participating employer for the duration of the internship period;
- k) **Training Certificate** refers to a certification that shall be issued by the Metro PESO, the participating employer or TESDA, after program completion and competency assessment of the JobStart trainee to attest to the JobStart trainee's acquired skills. The certificate for Life Skills Training and JobStart Program Completion will be issued by Metro PESO. The participating employer or TESDA will issue the Technical Training certificate, which must include a list of the units of competency and qualifications obtained.

SECTION 4. QUALIFICATIONS. To qualify as a JobStart trainee, a person shall:

- a) Resident of Naga City
- b) Be eighteen (18) to twenty-four (24) years of age at the time of the registration period.
- c) Have at least reached high school level;
- d) Not be employed, studying, or undergoing training at the time of the registration; and
- e) Have no work experience or have less than one (1) year of accumulated work experience.
- f) Beneficiaries of Pantawid Pamilyang Pilipino Program (4Ps), Naga QUEEN Program and Sanggawadan, and the DOLE Special Program for Employment of Students (SPES) are to be given priority.

SECTION 5. PROGRAM COMPONENTS. The JobStart Program shall include full employment facilitation services such as registration, client assessment, life skills training with one-on-one career

coaching, technical training, job matching, and referrals to employers either for further technical training, internship, or for decent employment.

SECTION 6. STATUS OF JOB TRAINEES. The JobStart registrant shall be considered as a trainee and not as an employee of the participating employer for the duration of the training program. JobStart graduates shall be given preference in the hiring of workers by the participating employers. After life skills training, the Metro PESO shall assess and determine whether the JobStart trainee is ready to be referred for decent employment or would require further training.

SECTION 7. PAYMENT OF ALLOWANCES AND STIPENDS. The JobStart Trainee will be paid under the following conditions:

- a) The JobStart trainees shall receive a daily training allowance beginning from the life skills training stage up to the technical training stage, which will be covered by Metro PESO;
- b) JobStart trainees will only receive a data/internet allowance if the LST is conducted through online;
- c) Upon entry into the internship stage, the participating employer shall provide the JobStart trainees with a daily stipend of not less than seventy-five percent (75%) of the prevailing minimum wage in the city where the establishment is located;
- d) The internship stipend will be calculated based on the trainee's actual attendance. Absences, tardiness, and undertime shall be deducted in accordance with the training plan;
- e) Training allowances and internship stipends must be paid at least twice a month or every two (2) weeks.

SECTION 8. JOBSTART TRAINING PERIOD. The JobStart training period shall be divided into three (3) phases, namely:

- a) Life Skills Training:
 1. The life skills training shall be conducted by the Metro PESO with technical assistance from the DOLE for a period of ten (10) days, with at least one life skill taught on each day of the training phase.
 2. The life skills training modules shall be provided and developed by Metro PESO in consultation with the DOLE.
 3. The life skills training can be conducted either face-to-face or thru online, depending on the program implementers situational capacity or environmental condition;
 4. The JobStart trainee shall receive a daily allowance for the duration of the life skills training to be provided by the Metro PESO.
- b) Technical Training:
 1. The technical training shall be for a maximum period of three (3) months.
 2. Upon the recommendation of the participating employer and as approved by the PESO, a JobStart trainee can skip or be exempted from undergoing the technical training and transition directly to internship stage.
 3. The technical training is optional and will depend on the skills and competencies of the JobStart trainee as determined by the participating employer.
 4. The JobStart trainee shall receive a training allowance from the Metro PESO for the duration of the technical training.

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c) Internship:

1. The JobStart Internship period shall not be more than three (3) months or six hundred (600) hours. The total daily training hours shall be eight (8) hours exclusive of not less than sixty (60) minutes time off for the regular meals.
2. The internship period may be beyond eight (8) hours a day, provided that said overtime shall not exceed two (2) hours a day. The JobStart trainee shall be paid an additional stipend equivalent to the daily internship stipend plus at least twenty-five percent (25%) for the overtime stay thereof.
3. In case of night shift training, the JobStart trainee shall be entitled to a night shift differential pay of not less than ten percent (10%) of the internship stipend for each hour of training between ten o'clock in the evening and six o'clock in the morning.
4. A JobStart trainee may be trained during regular holidays, provided that the trainee is willing and will be compensated twice the daily internship stipend on a regular holiday.
5. The time spent on overtime stay shall be duly credited to the trainee's number of training hours.
6. A JobStart trainee shall no longer be required to undergo a probationary period at the end of the internship phase should the trainee be hired in the same establishment upon completion of the program, provided that said trainee also completed his or her technical training with the same employer

SECTION 9. ENTITLEMENT TO OTHER BENEFITS AND INCENTIVES.

Notwithstanding the participating employer's preference to provide additional or other health services or insurance support, the JobStart trainees shall be covered with a basic accident insurance for the duration of the program to be paid by the Metro PESO. The participating employer shall be reimbursed by the Metro PESO with the cost of the JobStart trainee's pre-training and employment medical examinations.

SECTION 10. DUTIES AND RESPONSIBILITIES OF JOBSTART EMPLOYEES. The JobStart trainee shall exert every effort to acquire the abilities, values, and knowledge necessary to achieve the purpose of the training. Towards this end, the trainee shall:

- a) Submit to the Metro PESO the following documents:
 1. National Skills Registration Program (NSRP) form;
 2. NSO/PSA birth certificate or any government issued identification card with the applicant's birth date;
 3. High school and college diploma, if applicable;
 4. Transcript of records of highest educational level attained; or
 5. Training certificates or a national certification issued by the TESDA, if applicable; and
 6. Out-of-School Youth Barangay Certification, if OSY.
- b) Engage with Metro PESO on other aspects and activities of the JobStart program like:
 1. Attending orientation, meetings and LST graduation;
 2. Participate during the job matching and referrals with participating employers;
 3. Coordinate and update Metro PESO on the status of his/her training during Technical Training and Internship.
- c) Enter into either a training or service contract with the

- participating employer, if placed in technical training or internship;
- d) Report for training or work in the establishment based on the schedule indicated in the training or work contract;
 - e) Perform tasks and activities indicated in the training plan;
 - f) Maintain strict adherence to the participating employer and their establishment's existing rules and regulations;
 - g) Use tools, instruments, machinery, and other equipment with caution and under the supervision of the participating employer;
 - h) Maintain confidentiality and do not reveal any company or trade secrets learned by the trainee during the course of the training; and
 - i) Report to the Metro PESO for an exit interview after the completion of the internship period; or
 - j) Notify and provide at least three (3) days prior notice of exit to the participating employer and Metro PESO if can no longer finish the training period.

SECTION 11. PARTICIPATION OF EMPLOYERS. An employer shall be allowed to take in JobStart trainees only up to a maximum of twenty percent (20%) of its total workforce. The employer shall not take in the same trainee to be part of the former's engagement in a similar training program such as the Dual Training Program and the National Apprenticeship Program.

The participating employers must be legitimate businesses operating within the City of Naga and must have the following:

- a) COC on General Labor Standards and Occupational Safety and Health (OSH) Standards;
- b) Capacity to provide, an in-house arrangement or facilitate a third party training provider, a technical vocational education and training (TVET) to JobStart trainees, and arrange for the disbursement of the internship stipend;
- c) Capacity to provide for up to three (3) months internship or work experience to JobStart trainees, with a commitment to pay at least seventy-five percent (75%) of the daily minimum wage;
- d) Capacity to develop a training plan to be learned and applied by the trainee in the establishment;
- e) Capacity to mentor and monitor a JobStart trainee's performance; and
- f) Interest and willingness to absorb or offer possible regular employment to JobStart graduates.

SECTION 12. DUTIES AND RESPONSIBILITIES OF EMPLOYERS. The participating employer shall perform the following:

- a) Design and implement the training plan, with sufficient provisions to ensure the safety and protection of beneficiaries, in partnership with a TVET institution, as applicable;
- b) Enter into either a training or work contract with the JobStart trainee;
- c) Provide to the JobStart trainee practical training or work experience for a maximum period of six hundred (600) hours, seventy five (75) days or three (3) months;
- d) Pay the JobStart trainee a daily stipend of not less than seventy-five percent (75%) of the daily minimum wage;
- e) Encourage JobStart trainee to develop personality and professionalism and to the extent possible, protect the JobStart trainee from physical or moral danger.
- f) Submit monitoring and evaluation reports or other

information on the trainee's performance as may be required by the Metro PESO;

- g) Submit invoices to the Metro PESO for reimbursement or liquidation of expenses, as the case may be, of training costs, internship stipend and other administrative costs; and
- h) Notify the Metro PESO of a trainee's breach of contract or misconduct in the training premises prior to its decision to suspend or terminate the training.
- i) Ensure ample protection and equal opportunities are given to all beneficiaries/trainees regardless of their race, religion, color, sexual orientation, and age during their training.

SECTION 13. TERMINATION OF CONTRACT. - Any of the following shall be a valid cause to terminate the training contract:

- a) By the employer:
 - 1. If a JobStart trainee has incurred absences equivalent to twenty percent (20%) of the total number of training hours/days/months;
 - 2. Willful disobedience by the trainee of the establishment's rules, or insubordination of a lawful order of a superior;
 - 3. Theft or malicious destruction of the establishment's property or equipment by the trainee while on formal training/internship, regardless of the amount involved;
 - 4. Engaging in violence or other forms of misconduct behaviour by the JobStart trainee on the premises of the training or establishment; and
 - 5. Inefficiency or poor training performance over a lengthy period of time, depending on performance appraisal by the partner employer, despite warnings duly issued to the trainee.
- b) By the JobStart trainee:
 - 1. Substandard or dangerous working conditions within the establishment's premises;
 - 2. Cruel, harsh, and prejudiced behavior of the partner employer during the training/internship period; and
 - 3. Pregnancy, long-term illness, and other health problems that may impair the JobStart trainee during the training/internship.
- c) Either party may furnish the other party a notice of intent to terminate the training contract for cause as defined in this section.
- d) In case the training contract has been terminated, replacement of a JobStart trainee in an establishment shall be allowed subject to the cause of termination.
 - 1. In case the termination is caused by the employer, the JobStart trainee may still be referred to other participating employers;
 - 2. In case the termination is caused by the trainee's non-adherence to program guidelines, a new trainee may still be provided to the employer provided that there are other trainees available for deployment.

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SECTION 14. PAYMENT OF ADMINISTRATIVE FEE. Participating employers shall be entitled to receive payment for administrative costs such as the preparation of payroll, use of supplies and equipments, and other indirect/related expenses pertaining to the technical training and internship in the employer's establishment. The payment schedule shall be stipulated in the tripartite MOA between the City Government of Naga, DOLE, and the partner

employers.

SECTION 15. PROGRAM IMPLEMENTATION. The Metro Naga Public Employment Service Office (PESO), through the Community Employment Center, shall be the lead office in implementing the provisions of this ordinance, including the following:

- a) Organize the JobStart registration process for the program intake of registrants;
- b) Process and evaluate information of registrants and select eligible program beneficiaries;
- c) Evaluate and approve prospective partner employers for the program;
- d) Administer and facilitate the Life Skills Training and LST graduation;
- e) Conduct job matching and referral with the partner employer;
- f) Track the progress of JobStart trainees who have undergone training and internships;
- g) Maintain a complete profile and record of transactions of program participants and employers; and
- h) Collect and review relevant financial and administrative documents and reports as necessary for the processing of the training grants to the JobStart trainees, as well as the administrative fee provided to the partner employer.

SECTION 16. FUNDING. The necessary funds for the implementation of this program shall be incorporated under the Annual Investment Program and Budget of the Metro PESO.

SECTION 17. SEPARABILITY CLAUSE - Should any section or part of this Ordinance be deemed unconstitutional, the remaining parts that are not affected shall remain valid and subsisting.

SECTION 18. REPEALING CLAUSE. All provisions of existing laws, ordinance, rules and regulations and executive issuances contrary to or found inconsistent with the provisions of this Ordinance are hereby deemed repealed or modified accordingly.

SECTION 19. EFFECTIVITY. This ordinance shall take effect immediately upon approval and publication.

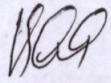
ENACTED: July 16, 2024.

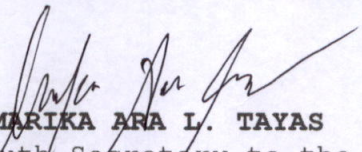
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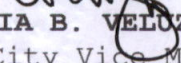
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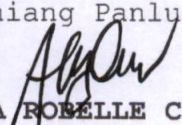
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WE HEREBY CERTIFY to the correctness of the foregoing ordinance.

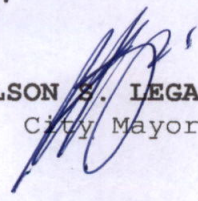

GIL A. DE LA TORRE
Secretary to the
Sangguniang Panlungsod

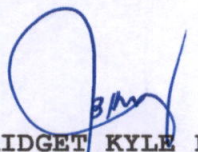

MARIKA ARA L. TAYAS
Youth Secretary to the
Sangguniang Panlungsod


CECILIA B. VELUZ-DE ASIS
City Vice Mayor
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City Youth Vice Mayor
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APPROVED:


NELSON S. LEGACION
City Mayor 7/19/24


BRIDGET KYLE F. BERNAL
City Youth Mayor