



**PUNONGHIMPILAN TANOD BAYBAYIN NG PILIPINAS**  
**(Headquarters Philippine Coast Guard)**  
139 25<sup>th</sup> Street, Port Area  
1018 Manila

CG12

20 July 15

CIRCULAR  
NUMBER 04-15

**AFTER TRAINING SERVICE OBLIGATION IN THE PCG**

1. AUTHORITY:

RA 9993 and IRR

2. REFERENCES:

- a. Circular Nr. 4, GHQ AFP dtd 1 Sep 82, Subject: AFP Scholarship Program and other Grants.
- b. Letter Directive, GHQ AFP dtd 15 Jun 87, Subject: Foreign Training/Scholarship Contract/Undertaking.
- c. Executive Order (E.O) No. 168 dated 06 May 1968, as amended by E.O No 161, 421 and 367

3. GENERAL:

The PCG provides the opportunity and support/assistance to coast guard personnel in their pursuit of higher education/training and professional advancement by way of study grants and scholarship in foreign/local military/civilian institutions. This scheme enables the grantees to acquire more advanced knowledge and skills to enhance their professionalism and develop their career under government expense/time. In return, the grantees are obliged to render corresponding after training service to the PCG for a specific number of years depending on the length of time and/or cost of their training.

4. PURPOSE:

a. This Circular defines policies, guidelines, procedures and responsibilities in the implementation of after training service obligation to be rendered by PCG personnel and cadets upon graduation/completion from PCG-PMMA Cadetship, Program, Pilot Training, US and other

Allied Countries Coast Guard Academies and Coast Guard Officers Course, upon completion of such other school/training like scholarship, residency, fellowship in country or abroad. Masters, AFPCGSC or equivalents and other Executive courses being conducted three (3) months above; further prescribing the forms of contract/agreement to be executed prior to training or schooling.

b. Moreover, this Circular emphasizes compliance to after training service obligations and delineates procedures in recovering pecuniary liabilities in the event of non-compliance by the grantee.

#### 5. DEFINITION:

a. PCG Personnel – refers to uniformed and non uniformed personnel of the PCG, including, PCG-PMMA Cadets, Filipino cadets sent to US and other Allied Countries' Coast Guard Academies, students of Coast Guard Officer Course and Student Officers Undergoing Pilot Training.

b. After Training Service Obligation – refers to the mandatory period of service to be rendered by the grantee after completion/graduation from cadetship from US and other Allied Countries' Coast Guard Academies, PCG-PMMA Cadetship Program Coast Guard Officer Course, Student Officers undergoing Pilot training residency, scholarship, Masters, AFPCGSC or equivalents, Fellowship Training and other Executive courses being conducted three (3) months above.

c. Grantee – refers to a person who is granted training/schooling opportunity is obligated to render a mandatory period of service upon completion of training.

d. Extreme Emergency Cases – refers to sickness or injury sustained by a grantee or any immediate member of his family which requires leaving the country for inevitable reasons.

e. Cost of Training – refers to the expenses incurred by the government for the training of the grantee or the value of the training that should have accrued to the Philippine government or used to train another grantee if the training is a form of foreign aid or grant. This should include processing, travel, per diems, incidental, clothing, board and lodging, the course cost, salary, allowances and other expenses related and incidental to his schooling/training grant that the Philippine Government or foreign host country provided. If the training is at no expense on the part of the government but taken on government time, the cost shall be the pay and allowances received while on training/schooling.

#### 6. POLICIES:

##### a. CADETSHIP, OFFICER CANDIDATE AND STUDENT OFFICER TRAINING.

(1) PCG-PMMA Cadetship Program US and other Allied Countries Coast Guard Academies – an applicant for appointment as cadet in the PCG-PMMA Cadetship Program, US and other Allied Countries Coast Guard Academies shall, prior to his admission, sign an after training



contract which stipulates that he agrees to serve the PCG for at least eight (8) continuous years from the date he is commissioned

(2) Student Officer – Any officer of the PCG who is appointed to undergo pilot training shall, before admission, be required to sign an after training contract wherein it shall be stipulated that he agrees to pursue the prescribed courses of instruction and upon graduation shall serve a minimum period of eight (8) continuous years in the active service in the Philippines. This contractual service will be served concurrently with the term of his previous contract service in the PCG.

b. OTHER TYPE OF SCHOOLING/TRAINING.

The following types of schooling/training have corresponding contractual service obligations; Masters, AFPCGSC or equivalent, Fellowship Training and other Executive Courses being conducted three (3) months above.

DURATION	NATURE OF GRANT/ SCHOLARSHIP/TRNG	SERVICE OBLIGATION
(1) For every year or a fraction thereof not less than 6 months	At Gov't Expense	Abroad - 2 years
		In-Country - 1.5 years
	No Gov't Expense	Abroad - 1 year
		In-Country - 1 year
(2) Less than 6 months but not less than 2 months	At Gov't Expense	Abroad - 1.5 years
		In-Country - 1 year
	No Gov't Expense	Abroad - 6 months
		In-Country - 6 months
(3) Less than two (2) months	At Gov't Expense	Abroad - 6 months
		In-Country - 0
	No Gov't Expense	Abroad - 0
		In-Country - 0

(4) After Training services under this title may be served concurrently with the term of his previous contractual service in the PCG.

7. ADMINISTRATION:

a. All grantees are required to accomplish the prescribed contract/agreement. (ANNEX A).

b. The failure of any officer, enlisted personnel, cadet, civilian or employee who is selected to study under government sponsorship to sign the appropriate after training contract as herein required will not exempt such officer, enlisted personnel, cadet, civilian employee or pensionado from compliance with the provision of this Circular.

c. The PCG reserves the right to terminate **the after training contract in whatever stage, whenever the grantee fails to comply with the terms and conditions of this Circular.**

d. In case of failure of any PCG personnel, who had been granted scholarship/ training in accordance with this Para 6(a)-(b) in this circular, to serve his contract because of voluntary resignation, optional retirement or other cause within his control, the grantee shall refund to the PCG the amount equivalent to the Cost of Training. Proportionate refund shall be allowed provided that the grantee has served the PCG at least seventy five percent (75%) of his/her total obligation. The computation of refund shall be in assistance with the HPCG accounting office.

e. In case the Grantee fails to render in full service obligation referred under Para 6 (c) in this Circular on account of voluntary resignation, optional retirement, separation from the service through his/her own fault , or other causes within his/her control, he/she shall refund the gross salary, allowances and other benefits received while on schooling/training based on the following formula:

$$R = \frac{(SOR-SOS)}{SOR} \times TCT$$

Where: R = Refund  
TCR = Total compensation received  
(Gross salary, allowances and other benefits received while on study leave)  
SOS = Service obligation served  
SOR = Service obligation required

f. During the period of after training service, a grantee shall not be allowed to go on leave without pay. **Provided, when the student/grantee has leave credits he may avail the same during the enforcement of the after training contract.** An employee is entitled to leave credits as the same is considered as earned salaries of the official or employee concerned.

g. In case the Grantee fails to comply with his/her obligation, due to AWOL, desertion or departure abroad without authority, the following actions shall immediately be undertaken:

- (1) An investigation report by the Unit shall be submitted to PCG Disciplinary Board.
- (2) Initiate breach of after training contract proceedings.
- (3) File a civil action for recovery of money accountabilities (cash equivalent of after training service and other money accountabilities).
- (4) Provisional and concurrent remedies:
  - (a) Determine the properties of the respondent and their locations in the Philippines.



(b) Communicate the matter to the Philippine Embassy, giving the address, names and addresses of relatives abroad, name of employer/company and all other data that will facilitate the determination of respondent's whereabouts. Request the Embassy concerned to make representation with the host country for the possible arrest and deportation of the respondent to the Philippines.

(c) In case the respondent has pending monetary claim against the government (commutation, pension, etc.) payment thereof shall be held in abeyance until all monies due to the government shall have been settled.

(d) Commutation of leave credits shall answer for the money accountabilities of Student Officer/Grantee

#### 8. RESONSIBILITIES:

a. CG1, CG12 and CGAO shall consolidate names of PCG personnel who have after training service obligations to centralize records and facilitate coordination during his retirement application and monitor the strict observance of policies on after training obligation and the measures provided in this Circular.

b. Commander, CGETC shall ensure that appropriate after training service forms are accomplished by PCG-PMMA cadets and cadets appointed to US and other allied Coast Guard academies. Commander CGAG shall ensure that the Student Officer/Pilots accomplish the appropriate after training service forms before the start of the training.

c. Commanders of Major Units shall be responsible for the timely submission to CGAO of the names of PCG personnel with existing after training service obligations who are resigning from the service.

d. CG1, CG12 and Major Unit Commanders shall be responsible for determining the cost of training and amount of refund to the government in case the individual fails to comply with his after training obligation to include other refundable amount arising from pre-existing contractual obligation in the PCG/government. They shall in this capacity:

(1) Take cognizance of all cases pertaining to unliquidated money and property accountabilities arising out of non-compliance with after training service and other causes.

(2) Cause the investigation of all cases of AWOL/Desertion of Coast Guard and civilian personnel with un served after training service obligation.

(3) Initiate the filing of the appropriate legal action, before the proper courts/agencies of the government against the grantee after exhaustion of all other administrative remedies. The legal action shall include Coast Guard Legal Service pursuing the same beyond the territorial jurisdiction of the Philippines, subject to existing laws, rules and regulations.

(4) Implement all collection cases to recover all monies due the government from individual grantee.

(5) Continue to provide the cognizant staff with the evidence, documents and other directives that will support the remedies and other legal actions required by this Circular. In addition, the activities of personnel with after training service obligations shall be closely watched and monitored until their service undertaking shall have been duly served.

e. The officers enumerated in this paragraph shall be held both **pecuniary** and administrative liable for acts of omission in regard to their responsibilities.

9. RESCISSION:

Other circulars and all policies inconsistent with this policy are hereby rescinded.

10. EFFECTIVITY:

This Circular takes effect upon publication.

BY COMMAND OF ADMIRAL ISORENA:

OFFICIAL:

OSCAR C ENDONA JR  
CAPT PCG(GSC)  
Chief of Coast Guard Staff

  
LIEZEL B BAUTISTA  
LCDR PCG  
Coast Guard Adjutant *03/10/15*