

COLLECTIVE NEGOTIATION AGREEMENT

EXECUTED BY AND BETWEEN

The **PROVINCIAL EMPLOYEES UNION OF COMPOSTELA VALLEY (PEUCV)**, a duly registered employees association with the Department of Labor and Employment and the Civil Service Commission, with Certificate of Registration No. 839 dated October 14, 2009 and accredited by the Civil Service Commission as the sole and exclusive negotiating unit of the rank-and-file employees of the Provincial Government of Davao de Oro, represented by its President, **JENES B. MIÑOZA**, with principal office at Provincial Capitol Complex, Cabidanan, Nabunturan, Davao de Oro hereinafter referred to as the **PEUCV**;

AND

The **PROVINCIAL GOVERNMENT OF DAVAO DE ORO**, a local government unit with principal office address at the Executive Building, Provincial Capitol Complex, Cabidanan, Nabunturan, Davao de Oro, represented by its Governor, **DOROTHY P. MONTEJO-GONZAGA**, hereinafter referred to as the **PLGU**.

WITNESSETH THAT:

WHEREAS, the 1987 Constitution recognizes the right of government workers to form unions and to engage in collective negotiations, as embodied in the following provisions:

Article III, Sec. 8 The right of the people, including those employed in the public and private sectors, to form unions, associations, or societies for purposes not contrary to law shall not be abridged;

Article IX-B, Sec 2 (5). The right to self-organization shall not be denied to government employees; and

Article XIII, Sec. 3. 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.

The State shall guarantee the rights of all workers to self-organization, collective negotiations, and peaceful concerted activities... 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.

WHEREAS, Rules and Regulations to Govern the Exercise of the Right of Government Employees to Self-Organization or EO 180, issued on June 1, 1987 and Civil Service Commission (CSC) Memorandum Circular (MC) No. 55, series of 1990, provide that the terms and conditions of employment in the public sector, or improvements thereof, except those that are fixed by law, may be the subject of negotiations between accredited unions and appropriate government authorities;

WHEREAS, the **PEUCV** has been registered as a Public Sector Labor Union pursuant to Registration Certificate No. 839, dated October 14, 2009 and is a legitimate labor organization of the Provincial Government of Davao de Oro;

WHEREAS, the **PEUCV** has been proclaimed by the Civil Service Commission as the sole and exclusive negotiating representative of the rank-and-file personnel of the PLGU;

WHEREAS, the purpose of the **PEUCV** and the **PLGU** to enter into a Collective Negotiation Agreement (CNA) is to foster and promote a noble and enduring relationship between the employees and management through the development of harmonious and sound labor management practices for the purpose of improving the welfare and well-being of the workers through better employment and working conditions which will ultimately result to responsive, efficient and effective public service delivery;

NOW THEREFORE, for and in consideration of the foregoing and the furtherance of the labor-management cooperation, the parties manifest as they hereby expressed their agreement on the following:

ARTICLE I: DECLARATION OF PRINCIPLES

Section 1. The **PLGU** and the **PEUCV** recognize the basic rights of all employees to living wage, career development, humane conditions of work, and security of tenure towards a harmonious working environment.

Section 2. The **PEUCV** recognizes and respects the authority of the **PLGU** management in the implementation of existing laws governing the terms and conditions of employment; establishment of policies, guidelines, rules and regulations and the provision and maintenance of employee welfare and

The **PEUCV** further recognizes the authority of the **PLGU** over personnel action/movement such as: hiring, promotion, reassignment and termination as a result of disciplinary action and in consonance to the established policies, office procedures and rules and regulations.

The **PLGU** shall at all times exercise management discretion judiciously in accordance with law.

Section 3. The **PLGU** and the **PEUCV** shall create a harmonious working relationship.

Section 4. The **PLGU** and the **PEUCV** commit to the attainment of equality among officials and employees and the eradication of all forms of discrimination and recognize the vital role of collective negotiation in the pursuit thereof.

Section 5. The **PLGU** and the **PEUCV** shall adhere to the observance of applicable national and international declaration of policies, laws and rules on the rights of all workers to self-organization and collective negotiations.

Section 6. The **PEUCV** shall participate in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of employees towards improving service delivery.

The parties recognize the process of consultation/involvement as part of the democratic process of knowing the sentiments of its constituents before arriving at a decision.

Section 7. The **PLGU** shall not interfere with the establishment, operations administration of the **PEUCV**.

ARTICLE II: DEFINITION OF TERMS

Section 1. Collective Negotiating Unit - this shall consist of all permanent employees holding rank and file positions up to Division Head or its equivalent as determined by the Civil Service Commission except those occupying coterminous and primarily confidential positions.

Section 2. Membership Fee - refers to one-time payment of members to the **PEUCV** upon admission as members in accordance with its Constitution and By-Laws.

Section 3. Union Dues - refers to regular monthly contribution of members to the **PEUCV** in accordance with its Constitution and By-Laws.

Section 4. Agency Fee - refers to the amount assessed and collected from the rank and file employees of the **PLGU** who are not members of the **PEUCV** but who enjoy the benefits under this CNA.

Section 5. Check-Off - refers to the deduction from payroll of the employees for payment of union dues, membership fees, agency fees, and other payables.

Section 6. Austerity Measures. Austerity measures are cost-cutting measures to be adopted by both parties wherein savings maybe derived for the grant of monetary benefits and/or incentives without jeopardizing the fundamental operations of the government. Systems improvement is the endorsement of services of the local government derived from streamlining the operation as a consequence of the austerity measures.

Section 7. "Consultation/Involvement," shall mean engaging the authorized representatives of the **PEUCV** in earnest dialogue and addressing their concerns in good faith.

Section 8. Program on Awards and Incentives for Service Excellence (PRAISE) Committee. The committee is responsible for the establishment of the PLGU's system of incentives and awards to recognize and motivate employees for their performance and conduct. It shall ensure employees' productivity, innovative ideas, suggestions, and exemplary behavior through determining forms of awards and incentives to be granted.

Section 9. Performance Management Team (PMT). The committee spearheads the establishment of the Strategic Performance Management System in the organization. It acts as an appeal body and final arbiter for performance management issues in the agency.

Section 10. Human Resource Merit Promotion and Selection Board (HRMPSB). The committee responsible for the judicious and objective selection of candidates for appointment in the agency in accordance with the approved agency Merit Selection Plan (MSP). It ensures that there shall be equal employment opportunity for all candidates regardless of age, sex, gender identity, civil status, disability, religion, ethnicity and political affiliation at all levels of position, provided that they meet the minimum requirements of the position to be filled;

Section 11. Grievance Committee. It is the province's committee in-charge to develop and implement pro-active measures or activities to prevent grievance. It also conducts continuing information drive on Grievance Machinery among officials and employees in collaboration with the personnel unit.

Section 12. Committee on Decorum and Investigation - Sexual Harassment Cases (CODI-SH). It is the committee that receives complaints, investigates, and is the lead in the conduct of discussion about sexual harassment within agency or institution to increase understanding and prevent incidents of sexual harassment.

Section 13. Provincial Administrative and Investigative Committee (PAIC). It is responsible in dealing with any administrative complaints filed by or against an employee subject for investigation and administrative due process. And, must be able to come up with an immediate, fair and judicious disposition of disciplinary proceedings or complaints affecting our employees.

Section 14. Personnel Development Committee (PDC). The committee Identifies nominees to training and development programs such as but not limited to, Seminars, Trainings, Workshops and Study Leave. It also assesses the After-Training Retention Agreement of the employees who underwent a learning and development intervention and ensures that the same has been properly complied.

Section 15. Uniform/Clothing Committee. It is the committee responsible for canvassing of the new sets of uniform and the strict monitoring its proper usage.

Section 16. Committee on Anti-Red Tape. Ensure compliance of the provincial government to R.A. 11032 or the Ease of Doing Business and Efficient Government Service Delivery Act of 2018 and its IRR. It also receives, reviews, and decides on Anti-Red Tape complaints and issues that can be resolved locally, update the agency's charter, if deemed necessary.

Section 17. Drug-Free Workplace Committee. It assists in the drafting and implementing the provisions of a Drug-Free Workplace Policy and ensure that a Drug-Free Workplace is maintained.

Section 18. Occupational Safety and Health Committee (OSHCom). It is the lead in the development of OSH policy and standards internal to the agency which should be in accordance with the joint CSC, DOH, and DOLE Circular No. 1, s. 2020. Ensures the health promotion and accident prevention efforts of the agency in compliance with the government safety programs to maintain healthy work habits and safety practices in the workplace.

Section 19. Organizational Development Committee (ODC). The committee approves organizational structures and recommends appropriate positions for funding.

ARTICLE III: COVERAGE

Section 1. The appropriate collective negotiating unit covered by this CNA shall consist of all permanent employees holding rank and file positions up to Division Chief or its equivalent employed by the PLGU except those specifically excluded by The Public Sector Labor Management Council (PSLMC) Resolution No. 2 series of 1993, or those whose functions are normally considered as policy determining, managerial, or confidential in nature.

ARTICLE IV: PUBLIC INTEREST AND ETHICS

Section 1. The **PLGU** recognizes public service as an extension of sovereign power. It shall uphold the rights of the people and their organizations to effective and reasonable participation in social and economic decision making.

Section 2. The **PLGU**, cognizant of government's policy of transparency recognizes the **UNION's** obligation to assist management in the formulation, identification and Development of PLGU programs and operation as a whole.

Section 3. The **PEUCV** and the **PLGU** are duty-bound to see to it that the highest standard of loyalty and fidelity to public interest are observed.

Section 4. The **PLGU** recognizes the **PEUCV** as partner in advocating and evolving developmental programs of the PLGU.

Section 5. The **PLGU** and the **PEUCV** shall continuously deliver services to the clients in accordance with the procedures and time frame provided in our service standards as contained in the province's Citizen's Charter, Quality Management System (QMS) Policy, and/or other work processes manual of each department even during break time.

Section 6. The **PLGU** and **PEUCV** shall use the government resources wisely and exercise powers responsibly and solely for official matters. This includes the observance and strict implementation of austerity measures and avoidance of misuse and non-use of human resources, government time, property and funds.

ARTICLE V: UNION-MANAGEMENT CONSULTATIVE COUNCIL

Section 1. Composition. For purposes of maintaining continuous line of communication, consultation and dialogues between PEUCV and the PLGU, a Union Management Consultative Council (UMCC) will be created to be composed of the following:

- Four (4) representatives from the PEUCV.
- Four (4) representatives from the PLGU-Management.

Section 2. Functions. The following are the functions and responsibilities of the Council:

- a. Convene quarterly or whenever deemed necessary at such place and time as maybe proposed and agreed upon by all parties;
- b. Discuss and mutually agree upon the resolution of any concern arising from interpretation and enforcement of this CNA.

Section 3. Secretariat. The UMCC shall designate personnel to be the secretariat of the council.

ARTICLE VI: UNION RECOGNITION, RIGHTS AND PRIVILEGES

Section 1. The PLGU recognizes the PEUCV as the sole and exclusive representative for all rank-and-file employees of the PLGU with respect to terms and conditions on employment.

Section 2. The PLGU shall not discriminate against any employee by reason of membership in the PEUCV, or against any officer or duly authorized representative of the PEUCV for acts performed pursuant to this CNA.

Section 3. The PLGU shall deal with the PEUCV on matters and issues affecting the rights, benefits, and interests of employees within the negotiating unit during the effectivity of this CNA.

Section 4. The PLGU shall be informed in writing by the PEUCV of the names of its officers duly elected to the Board. The PEUCV shall inform the PLGU of any substitutes or changes of such UNION officers within fifteen (15) days from their official election/designation, as well as their functions and duties as defined under the PEUCV Constitution and By-Laws. This includes union representation to the various personnel mechanisms.

Section 5. UNION SPACE. The PLGU shall provide the PEUCV its own conducive office space with furniture and fixtures and free or subsidized use of utilities.

Section 6. CONFERENCE HALLS AND OTHER FACILITIES. The PLGU shall allow the PEUCV free use of conference rooms and other facilities for its meetings and activities provided that said request is made at least two (2) days before such PEUCV activity, subject to the availability of such facilities

Section 7. TRANSPORTATION. The PLGU may provide the PEUCV service vehicle for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of the employees subject to availability and existing policies on travel and the use of vehicles.

Section 8. INFORMATION DISSEMINATION. The PEUCV shall be allowed the use of, or setup its own bulletin boards in specific field intended for PEUCV within the premises of the Capitol Building and in the PLGU website.

Section 9. LIST OF NEW EMPLOYEES. The PLGU shall furnish the PEUCV, upon proper request and representation, initially on a semestral basis, with a list of new employees within the negotiating unit who have been issued new appointments. In like manner, the PLGU, upon proper request and representation shall furnish the PEUCV a copy of plantilla of positions.

Section 10. The PLGU, through the Human Resources Management Office, shall inform the PEUCV of the employees' movement such as reassignment, secondment, detail, recall, transfer, retirement, resignation or separation of employees upon the approval of such movement by furnishing a copy of the order.

Section 11. The PLGU shall allow the PEUCV to conduct "Foundation Day" on official time in order to celebrate its creation. If the said date falls on weekends and holidays, such activity shall be held on the next working day except Monday.

Section 12. CHECK-OFF. The PLGU recognizes the right of the PEUCV to, check-off monthly union dues, membership fees and other payables from the salaries of its members or one-time deduction from the CNA Incentives, whichever is applicable.

Section 13. The PLGU agrees to check-off agency fee from the incentives of the PLGU employees who are non- PEUCV members but enjoy the benefits successfully negotiated by the UNION. The amount of such agency fee shall be equivalent to 10% of the monetary value of any benefit actually received and enjoyed.

13.1 The check-off collections provided under the preceding paragraphs shall be remitted to the PEUCV on the succeeding month.

ARTICLE VII: MANAGEMENT PREROGATIVE AND SHARED RESPONSIBILITY/ ACCOUNTABILITIES

Section 1. Pursuant to the principles of shared responsibility and employee empowerment, the PLGU recognizes the right of the PEUCV to be represented in the deliberation of matters affecting employees' working conditions and benefits. Thus, it may call upon the PEUCV President or authorized representative whenever such presence is needed on the matter being discussed.

Moreover, the PEUCV shall be represented in the following committees:

- 1.1 Program on Awards and Incentives for Service Excellence (PRAISE) Committee.** The PEUCV representative shall join meetings/ discussions regarding the establishment of the PLGU's system of incentives and awards to recognize and motivate employees for their performance and conduct. It shall ensure employees' productivity, innovative ideas, suggestions, and exemplary behavior through determining forms of awards and incentives to be granted.
- 1.2 Performance Management Team (PMT).** The PEUCV representatives shall representative shall join meetings/ discussions to spearhead the establishment of the Strategic Performance Management System in the organization.
- 1.3 Human Resource Management Promotion/ Placement Selection Board (HRMPSB).** The PEUCV representative shall join meetings/ discussions/ panel interviews ensure the judicious and objective selection of candidates for appointment in the agency in accordance with the approved agency Merit Selection Plan (MSP) and to also secure that there shall be equal employment opportunity for all candidates regardless of age, sex, gender identity, civil status, disability, religion, ethnicity and political affiliation at all levels of position, provided that they meet the minimum requirements of the position to be filled;
- 1.4 Grievance Committee.** The PEUCV representatives shall join meetings/ discussions to develop and implement pro-active measures or activities to prevent grievance and also conduct continuing information drive on Grievance Machinery among officials and employees in collaboration with the personnel unit.
- 1.5 Committee on Decorum and Investigation - Sexual Harassment Cases (CODI-SH).** The PEUCV representatives shall join meetings/ discussions about sexual harassment within agency or institution to increase understanding and prevent incidents of sexual harassment.
- 1.6 Provincial Administrative and Investigative Committee (PAIC).** The PEUCV representatives shall join meetings/ discussions in dealing with any administrative complaints filed by or against an employee subject for investigation and administrative due process.
- 1.7 Personnel Development Committee.** The PEUCV representatives shall join meetings/ discussions regarding nominees to training and development programs such as but not limited to, Seminars, Trainings, Workshops and Study Leave.
- 1.8 Uniform/Clothing Committee;** The PEUCV representatives shall join meetings/ discussions with regards canvassing of the new sets of uniform and the strict monitoring its proper usage.
- 1.9 Committee on Anti-Red Tape.** The PEUCV representatives shall join meetings/ discussions to ensure compliance of the provincial government to R.A. 11032 or the Ease of Doing Business and Efficient Government Service Delivery Act of 2018 and its IRR. And, review and decide on Anti-Red Tape complaints and issues that can be resolved locally.
- 1.10 Drug-Free Workplace Committee** The PEUCV representatives shall join meetings/ discussions to assist in the drafting and implementing the provisions

of a Drug-Free Workplace Policy and ensure that a Drug-Free Workplace is maintained.

1.11 OSHCom – Occupational Safety and Health Committee The PEUCV representatives shall join meetings/ discussions with regards the development of OSH policy and standards internal to the agency which should be in accordance with the joint CSC, DOH, and DOLE Circular No. 1, s. 2020 and also ensure the health promotion and accident prevention efforts of the agency in compliance with the government safety programs to maintain healthy work habits and safety practices in the workplace.

1.12 Reorganization Placement Committee The PEUCV representatives shall join meetings/ discussions with regards approval of organizational structures and recommends appropriate positions for funding.

ARTICLE VIII: MEMBERS EDUCATION PROGRAM

Section 1. The PEUCV shall be a partner of the PLGU in promoting program on good governance, transparency, teamwork and discipline to attain harmony, professionalism, productivity and efficiency. It shall enjoin all its members to render and perform to the best of their abilities the duties and responsibilities expected of them in accordance with existing laws, rules and regulations.

Section 2. PEUCV shall assist management in the following:

- a. Monitoring strict observance of office rules and regulations;
- b. Awareness-raising among employees on the effective and prudent use of physical Resources;
- c. Institutionalization of systems for increased productivity.

Section 3. PLGU shall allow the **PEUCV** to conduct labor education and capability-building programs for its officers at least once a year, on official business.

Section 4. The PLGU shall allow the attendance of a maximum of two (2) representatives of the **PEUCV** in conferences, conventions and other forum related to public sector unionism, on official business.

ARTICLE IX: HEALTH AND SAFETY

Section 1. HEALTH AND SAFETY REQUIREMENTS. The PLGU shall Conform to and comply with applicable regulations requiring safety, healthy and sanitary working conditions prescribed by law whenever applicable. The PLGU may conduct regular information drive that will help prevent, control illness, and it shall do everything possible to provide health and safety conditions for all members of the negotiating unit.

Section 2. PHYSICAL MEDICAL AND DENTAL EXAMINATION. The PLGU shall provide physical, medical and dental examinations for all members of the negotiating unit as well as the availability and accessibility of preventive diagnostic and curative health services on a periodic basis.

Section 3. HEALTH AND WELLNESS PROGRAM. The PLGU shall promote the health and wellness programs to all employees. The Provincial Health Office shall provide guidance and assistance to employees with comorbidities.

Section 4. HEALTH INSURANCE. The PLGU shall allow the PEUCV to engage contract with Health Maintenance Organization (HMO) for its regular employee to be deducted from the proceeds of CNA incentives upon recommendation by the Union Management Consultative Council.

Section 5. PROTECTIVE CLOTHING. The PLGU through the concerned offices, shall provide free protective clothing and gears and equipment and tools for employees who require such protection. The nature of work and the positions of employee covered by this provision shall be identified by the parties in the implementation of this CNA.

Section 6. The PLGU shall ensure the full implementation of the Magna Carta of Public Health Workers and such other Magna Cartas which might be adopted in the future that concern the well-being of the employees.

Section 7. The PLGU shall implement existing legislation practices and standards in occupational safety and health, including but not limited to:

1. Provision of clean and potable drinking water;
2. Observance of proper air/floor space and office lighting and ventilation;
3. Welfare of persons with disabilities;
4. Requirements of a sexual harassment-free environment,
5. Provisions for safety preparedness in case of fire and other disasters,
6. Strengthening the implementation of no smoking policy,
7. Strengthening policy on garbage disposal as per RA. 9003.
8. Strengthening the Drug-Free Workplace Policy

Section 8. The PLGU shall provide a reasonable working condition and ensure that the workplace is free from hazardous conditions that will cause death, illness or physical injury/ies to its workers/employees.

Section 9. The PLGU shall ensure the conduct of occupational safety awareness; work hazards analysis sessions; identification of hazards and measures to be undertaken by all their employees in case of emergency and other analogous incidents/circumstances.

Section 10. The PLGU shall comply with the requirements of the Occupational Safety Health Standards;

Section 11. The PLGU shall provide Personal Protective Equipment (PPE) at no cost to the worker and ensure that the appropriate and approved devices and equipment used are only those that passed the Philippine quality standards whether local or international.

Section 12. The PLGU shall establish and adopt policies on safety peculiar to its environment in conformity with the provisions of these standards outlining therein accountable persons and the scope of their delegated authority.

Section 13. The PLGU shall appoint or designate, as the case may be, a Safety and Health Officer, and ensure that the needed OSH trainings are undertaken.

Section 14. The PLGU shall create a Safety and Health Committee and/or a Special Investigation Committee which will conduct regular meetings and/or investigation on occupational related accidents, injuries, illness and/or death; and acts on measures recommended by the Safety and Health Committee and/or Special Investigation Committee.

Section 15. The PLGU shall provide annual report and documentation on the health and safety program of the agency, including but not limited, to the following:

- a. OSH related activities;
- b. Safety performance;
- c. OSH Committee recommendations and measures taken to implement such recommendations;
- d. Survey Report of approved sick leave applications due to work related sickness/diseases;
- e. Incident report on work related injuries.

Section 16.The PLGU shall provide emergency medical services for all employees for occupational related accidents, injury, illness and or death, including but not limited to emergency hospitalization, medical supplies and emergency kits.

Section 17.The PLGU shall ensure that institutional contractors or service providers have functional OSH policy and program which will cover employees deployed in government agencies and meet the requirement as provided in the CSC-COA-DBM Joint Circular No. 1, s. 2017 dated June 15, 2017, as amended by CSC-COA-DBM Joint Circular No. 1, s. 2018.

Section 18.The PLGU shall ensure that emergency OSH related services will be Provided for job order, contract of service and/or individual contract employees such as first aid, emergency medical supplies and emergency hospitalization assistance; confinement and other related expenses shall be borne by the said contracting agency/individual and must be stipulated in the terms and conditions of the contract.

- Section 19.**During the period of Public Health Emergency, the PLGU shall provide:
- a. Health/psychosocial interventions like stress debriefing;
 - b. Provision of appropriate personal protective equipment (PPE) to frontline service providers and employees;
 - c. Reasonable transportation facilities and housing quarters shall be provided to employees assigned as skeletal workforce, whenever practicable, and subject to budgeting, accounting and auditing rules and regulations;
 - d. Reasonable expenses incurred during the work-from-home may be defrayed by the agency subject to budgeting, accounting and auditing rules and regulations.

Section 20.The PLGU shall implement minimum health standards protocol at all times and provide necessary PPEs.

Section 21.The PLGU shall formulate their internal rules and regulations governing the alternative work arrangements they adopted and implemented in their agency. Said guidelines shall include the work arrangements of its personnel who are in transit (daily/weekly) in reporting to work and going home across areas under emergency situations.

Section 22.The PLGU shall create a Policy on Employees' Mental Health.

ARTICLE X: RECRUITMENT, PROMOTION, PLACEMENT AND CAREER DEVELOPMENT

Section 1. MERIT PROMOTION PLAN. The PLGU shall endeavor to institute a regular merit promotion plan and shall consult and involve the PEUCV in the formulation of such plan.

When making promotion, the Civil Service Laws, Rules and Regulations and the Merit Promotion Plan shall be applied and strictly adhered subject to exceptions authorized by law and CSC Memos and Circulars. The guidelines and criteria or change thereof adopted by the HRMPSB shall be mutually agreed by the representatives of both parties.

Section 2. The PLGU, through the HRMO shall inform the PEUCV regarding any program on organizational strengthening such as: Training, Program, Projects & Activities, and Reorganization.

Section 3. The parties agree on the need to promote career and professional development for rank and file employees in all areas of work geared towards the improvement of service delivery.

The promotion of professional growth and career development shall not be limited to training, courses of instruction, seminars and workshops but shall also include fellowship, study grants, and similar programs which may be deemed necessary as allowed by law.

Section 4. The PLGU shall refrain from assigning non-career employees such as consultants, casual, contractual and job order employees to positions exercising direct supervision over permanent /career employees in accordance with CSC Memorandum Circular No. 40, series of 1998, as repealed by CSC Memorandum Circular No. 24, series of 2017 (ORAOHRA)

ARTICLE XI: HIRING, DISCIPLINE AND TERMINATION OF EMPLOYEES

Section 1. The PEUCV shall be the partner of the PLGU in promoting teamwork and discipline to attain harmony, professionalism, productivity and efficiency. It shall enjoin all its members to render and perform to the best of their abilities the duties and responsibilities expected of them in accordance with existing laws, rules and regulations.

Section 2. ADMINISTRATIVE CASE. For the purpose of promoting prompt, efficient and just resolution of disciplinary cases against any employee within the negotiating unit which could adversely affect the performance of his/her duties, the PEUCV representative shall be present in all disciplinary tribunals involving members of the negotiating unit.

Section 3. SEVERANCE OF EMPLOYMENT. Except for voluntary resignation, retirement or expiration/termination of contract of employment, employment shall be terminated only for just cause and after observance of due process of law.

Section 4. The PLGU shall provide full legal assistance and/or counsel to an employee in any of the following manner:

- a. If an employee is subpoenaed/ summoned to testify as witness for the PLGU before any court or body exercising quasi-judicial functions.
- b. If an employee is sued by a third party while in the performance of his/her official duties and functions.

ARTICLE XII: OTHER PRIVILEGES, BENEFITS AND INCENTIVES

Section 1. The PLGU through concerned office shall allow a retiring employee to transact matters pertaining to his/her retirement on official time only.

Section 2. The PLGU shall ensure the release of terminal leave benefits to all retiring employees, if possible, within the reasonable prescribed period.

Section 3. Official Time. All employees who have transactions with government offices incidental to employment (i.e. encashment of checks, GSIS, HDMF, SSS, Philhealth, BIR, and wake of PLGU employees and/or his/her immediate family members) shall be considered on official time, subject to the exigency of the service and the usual notification requirement.

Section 4. Association Meetings. The PEUCV officers and members shall be allowed to conduct a regular meeting per month and special meetings as may be deemed necessary, for information and educational purposes during office hours and shall be allowed the use of the conference room and other facilities for such meetings.

Section 5. Association Activities on Official Time. Officers of the PEUCV shall be allowed to attend to PEUCV's business and activities outside the PLGU on official time within the duration of this CNA.

Section 6. Physical Fitness and Sports Development Program. The PLGU shall conduct regular physical fitness and sports development program for the employees and allocate necessary funds for the purpose.

Section 7. Prayer Room. The PLGU shall provide an ecumenical prayer room in the PLGU and a separate prayer room for Islam.

Section 8. Pursuant to PSLMC Resolution No. 4, s. 2002, PLGU agrees to grant CNA incentives. Towards this end, PLGU and PEUCV agree to update existing cost-cutting measures for the purpose of generating savings to be used for the grant of CNA incentives. The savings realized from the adoption and implementation of these new cost-cutting measures shall be the source of additional CNA incentives.

Report of savings generated from the implementation of the cost-cutting measures listed in the Approved CNA, on a semi-annual basis shall be prepared by the Finance Departments and reviewed by the PLGU and PEUCV Negotiating Panels.

The CNA Incentive shall also be granted to the management and other rank and file employees in accordance with DBM Circular No. 2011-9 dated September 29, 2011, and such other similar issuances.

Pursuant to DBM Budget Circular No. 2006-1 dated February 1, 2006, the CNA Incentive may also be extended to the rank-and-file employees who are non-members. The amount and scheme of the grant shall be determined by the Union-Management Consultative Council (UMCC).

Section 9. EMPLOYEES' SHUTTLE BUS. The PLGU shall facilitate for the provision of shuttle bus for the employees, subject to availability of funds. Terms and conditions for the operation and maintenance of the shuttle bus shall be determined by the UMCC.

Section 10. HOUSING PROGRAM FOR EMPLOYEES. The PLGU and the PEUCV may work together on the possibility of providing a housing program for all employees of the Provincial Government.

Section 11. The PLGU shall ensure full support to the establishment and operation of an employees' cooperative which aims at providing economic and other opportunities.

Section 12. The PEUCV shall ensure full support to the implementation of the various human resource development programs as embodied in the Human Resource Plan.

Section 13. Participation to Public Auction Conducted by the PLGU. Officials and employees of the province except the members of appraisal and public auction committees may be allowed to participate as bidders in any public auction conducted by the provincial government.

Section 14.Certification Fees. All employees of the province requesting certifications intended for Employees Cooperative and government entities shall be exempted from payment of Certification Fees.

Section 15.Overtime Services with Pay. The PLGU shall authorize overtime service with pay to officers and employees in pursuance to DBM Circular No. 10, dated March 29, 1996, DBM Circular No. 03-07, and COA Memorandum No. 96-051 dated November 8, 1996, including Compensatory Time-off (CSC-DBM Joint Circular No. 2 s 2004, "Non-monetary Remuneration for Overtime Services Rendered".

Section 16.System of Incentives and Rewards. The PEUCV shall support the implementation of the incentive and rewards scheme of the PLGU in accordance with the approved PRAISE.

Section 17.Honoraria. The PLGU shall grant honoraria to personnel rendering services that require superior knowledge and expertise in a specific field beyond the scope of his/her job description, pursuant to DBM Budget Circular No. 01-07 dated April 23, 2007 and DBM Budget Circular No. 02-07 dated October 1, 2007.

Section 18.MONETIZATION OF LEAVE CREDITS. The PLGU shall allocate funds for the monetization of leave credits to all regular employees to at least ten (10) days of accumulated leave credits and shall be given every year preferably within the 1st semester and be charged in the PLGU's Annual Budget or First Supplemental Budget subject to availability of funds.

Section 19.PERSONNEL FILE AND OTHER FILES. The PEUCV shall have access to records/documents or any related information subject to the provisions of RA 6713 whenever such information and documents are necessary subject for approval of a written request.

ARTICLE XIII:AUSTERITY MEASURES AND SYSTEMS IMPROVEMENT

Section 1. The PLGU and the PEUCV shall strongly support the austerity measures provided for by law and/or other issuances.

Section 2. Observation of Austerity Measures and Systems Improvement. These cost-cutting measures shall be the source of savings to be used for the grant of monetary benefits/ CNA incentives pursuant to Budget Circular No. 2006-1, item 7 .1 .1 and such other similar issuances.

2.1 UTILITIES. For this purpose, the PLGU may designate an Energy Conservation Officer in every office/division to monitor the implementation of this measure. The PEUCV members in the respective offices shall assist the PLGU in the implementation. The Energy Conservation Officer shall submit a quarterly report to the Provincial Administrator copy furnished the PEUCV on the following:

2.1.1 Computers, Scanners, Printers, Plotters & Other Equipment

- a. All computers, including but not limited to Uninterruptible Power Supplies (UPS) and Automatic Voltage Regulators (AVRs) shall be shut down completely and powered-off properly after office hours.
- b. Computers, printers, scanners, plotters should be turned-off when not in use.
- c. Computer games within office hours shall be strictly prohibited.

- d. All connections to the power source should be unplugged before leaving the office.

2.1.2 Air conditioning units (Aircons)

- a. Aircons shall be operated 8:00 AM - 4:45 PM only.
- b. Doors should be kept closed when the aircons are powered ON.
- c. Conference rooms and Activity hall aircons must be turned-off immediately after use.

2.1.3 Lights

- a. Only energy-efficient lights and fixtures shall be procured and installed in all offices and function halls.
- b. Street lights should be powered on from 6:00 PM to 4:30 AM only.

2.1.4 Elevator

- a. The elevator should be operating only from 8:00am to 5:00pm.
- b. Elevators shall be programmed to bypass the 2nd floor, provided that the physically-challenged and those with heavy loads shall not be prevented from using the elevator to reach each floor.

2.2 SUPPLIES AND MATERIALS. Frugality and wise spending should be observed at all times on the use of government resources, to wit:

- a. Economical use of office supplies must be practiced.
- b. All offices should request supplies just enough for their office use.
- c. Recycling of bond papers which are slightly used should be practiced.
- d. Computer printing must be restricted for office use only and not for personal purposes.
- e. Gasoline withdrawals should be accompanied with approved trip tickets.

2.3 REPAIRS AND MAINTENANCE.

- a. For motor vehicles to prolong its life and reduce maintenance cost, the following should be observed:
 - Air filter must be checked and replaced regularly.
 - Wheel alignment should be properly maintained.
 - Engines should be properly tuned.
 - Tires must be inflated to the proper pressure.
 - Excessive warm-ups and engine idling for long periods should be avoided.
- b. Preventive maintenance must be performed to ensure that machines, office and IT equipment continue to run smoothly, building systems operate efficiently, and the physical condition of buildings does not deteriorate.
- c. All computers, office equipment and machineries should be shutdown properly and completely to avoid damages.

2.4 TRAVELS AND TRAININGS

- a. Officials and employees of the PLGU should adhere to policies and issuances on official travels
- b. If possible, various transactions in same location will be done in one day.
- c. Trips to other places outside of Davao de Oro should be limited and justified.
- d. All trainings should be scrutinized in order to avoid duplication.
- e. To maximize the exchange of knowledge, participants to such seminars.
- f. Ensure After-Training Retention Agreement of the employees who underwent a learning and development intervention and that the same has been properly complied.

2.5 TRANSPORTATION AND DELIVERY

- a. Efficient use of fuel allocation for service vehicles of officials and employees.
- b. Use of express air delivery only on those items that are urgent in nature. However, it is encouraged to use online platforms for written communication.

ARTICLE XIV: AFFILIATION IN CONFEDERATION OF UNIONS

Section 1. The PEUCV may be allowed to affiliate in any confederation of employees' associations or unions. However, the confederation is not allowed to sit-in in the negotiation table.

ARTICLE XV: ENTIRETY AND MODIFICATION CLAUSE

Section 1. Both parties agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersedes all previous communication, representations or agreements, either verbally or written, between the parties.

ARTICLE XVI: SEPARABILITY CLAUSE

Section 1. In the event that any provision of this CNA is declared invalid or unenforceable by competent court or authority or amended legislation, the remaining provisions shall continue to be valid and with full force and effect.

ARTICLE XVII: TERMS OF AGREEMENT

Section 1. Term. This Agreement shall remain in full force and effect for a period of three (3) years commencing from the date of execution.

Section 2. Interpretation/Construction. The provision of this Agreement shall be literally construed in favor of the covered employees.

Section 3. CNA Copy Distribution. The PEUCV at its own exclusive account and expense shall cause the copies of this Agreement to be printed in booklet forms, adequate copies of which is to be furnished to every covered employee.

Section 4. Binding Effect. The terms and conditions of this Agreement or any renewal hereof, shall be binding and shall be respected by any successor in interest of the PEUCV.

Section 5. CNA Renewal. The terms and conditions of this Agreement including the modifications/amendments thereof, shall remain in force and effect until a new Collective Negotiation Agreement shall have been concluded and executed by the Parties. All rights privileges and benefits under the previous CNA shall be enjoyed by the rank-in-file employees pending negotiations for the renewal of the CNA and until conclusion of a final agreement within six (6) months from its expiration. (PSLMC Resolution 1 s. 2014).

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this COLLECTIVE NEGOTIATION AGREEMENT this ___ day of 2024 in Nabunturan, Davao de Oro, Philippines.

BY:
**PROVINCIAL GOVERNMENT
OF DAVAO DE ORO**

BY:
**PROVINCIAL EMPLOYEES OF
UNION COMPOSTELA VALLEY**

DOROTHY P. MONTEJO-GONZAGA
Governor

JENES B. MIÑOZA
President

WITNESSES:

UMCC – Management Panel

UMCC – PEUCV Panel

ARIEL D. MANDAWÉ
*PG Department Head, PACCO
Head, UMCC-Mgt. Panel*

LINO S. SALARDA
Member, UMCC-PEUCV Panel

LARA ZAPHIRE KRISTY N. BERMEJO
*PG Department. Head, PHRMDO
Member, UMCC-Mgt. Panel*

MILES A. ATUGAN
Member, UMCC-PEUCV Panel

JOSEPHINE M. FRASCO
*PG Department. Head, PSWDO
Member, UMCC-Mgt. Panel*

DENNIS B. ANDUYAN
Member, UMCC-PEUCV Panel

LEWIS JAKE G. CAIMAN
*Provincial Administrator
Member, UMCC-Mgt. Panel*