

COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **COLLECTIVE NEGOTIATION AGREEMENT** is made and entered into by and between:

The **PHILIPPINE CARABAO CENTER**, an attached agency of the Department of Agriculture office address at the Science City of Muñoz, Nueva Ecija herein represented in this agreement by its Executive Director, **DR. ARNEL N. DEL BARRIO**, and hereinafter referred to as the "**PCC**";

and

The **PHILIPPINE CARABAO CENTER EMPLOYEES ASSOCIATION (PCCEA)**, an organization of the rank and file employees of the PCC which is duly registered with the Department of Labor and Employment and an affiliate member of the National Federation of Employees of the Department of Agriculture (NAFEDA), with office address at the PCC National Headquarters and Gene Pool, Science City of Muñoz, Nueva Ecija, herein represented by its President, **MA. THERESA R. SAWIT**, and hereinafter referred to as "**PCCEA**"

WITNESSETH:

WHEREAS, the employees' rights to self-organization and collective negotiations are fully guaranteed in three (3) separate provisions of the 1987 Philippine Constitution, as follows:

- Article III, Section 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), Section 2 (5). The right to self-organization shall not be denied to government employees.
- Article XIII, Section 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.

It shall guarantee the rights of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with 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.

WHEREAS, Executive Order No. 180 issued on June 01, 1987 authorizes management and the accredited union of the agency to enter into collective negotiations on terms and conditions of employment which are not fixed by law;

WHEREAS, the **PHILIPPINE CARABAO CENTER** supports the rights of employees to self-organization and collective negotiations;

WHEREAS, the PCCEA is the sole and exclusive bargaining agent of all the rank and file employees of PCC to represent and bind said employees in any negotiation affecting their employment;

WHEREAS, PCC management and PCCEA recognize and uphold the basic rights of all rank and file workers to decent living wage, security of tenure, humane work environment and full union rights as stipulated in the 1987 Philippine Constitution;

WHEREAS, PCC management and PCCEA adhere to the observance of international and national declaration of policies, laws and rules on the right of all workers to self-organization, collective negotiations and to undertake union activities;

WHEREAS, there is a need to come up with a new Collective Negotiation Agreement (CNA) between PCC and PCCEA to further promote just and equitable working conditions and other benefits for the improvement of employees' well-being including work performance;

NOW THEREFORE, for and in consideration of the foregoing premises, the consent hereinafter set forth, the parties hereto have agreed to the following terms and conditions;

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The PCCEA recognizes the authority and prerogative of the PCC Management in the implementation of existing laws governing terms and conditions of employment in the government and the maintenance of employee benefits provided by law, and such personnel actions as hiring, promotion, reassignment, termination as a result of disciplinary action and in establishing policies, office procedures and rules and regulations. The management shall exercise at all times sound discretion and prerogatives in accordance with law.

Section 2. The PCC management shall consult the PCCEA in all matters affecting the rights, welfare and other concerns of the rank-and-file employees.

Section 3. The PCCEA shall participate in the formulation of policies, plans and programs affecting their rights, benefits and duties. As such, its representative(s) shall sit as member in the Selection and Promotions Board and other committees as may be provided by law and CSC rules and regulations in cases employees' welfare, rights and benefits is the subject of discussion.

Section 4. Except in the exigency and interest of the service, the PCC management shall not interfere in the establishment, organization, functioning, peaceful concerted activities and administration of the PCCEA through acts designed to place the PCCEA under its control;

Section 5. The activities of the PCCEA shall be conducted in consonance with its constitution and by-laws and shall be consistent with the duty of government to provide effective and dependable service to the public.

Section 6. The parties shall promote a progressive and harmonious relationship and uphold the letter and spirit of this Agreement.



ARTICLE II

PCC Management Responsibilities

Section 1. The PCC management recognizes the PCCEA as the sole and exclusive negotiating representative of all rank-and-file employees in the CNA as defined in Section 1, Article III hereof.

Section 2. The PCC Management shall deal only through and directly with, the PCCEA on all matters and issues affecting the rights and interest of the agency's rank-and-file employees, in relation to the terms and conditions of their employment with the PCC;

Section 3. The PCC management shall allow PCCEA to use office equipment, vehicle and its facilities thereof for the customary use of the association;

Section 4. The PCC management recognizes the right of the PCCEA to check off payroll deduction of monthly dues, membership fees, and other assessments from its members;

Section 5. The PCC management shall guarantee that there shall be no discrimination, in any manner or form, against any employee due to membership in, or lawful acts performed as an officer or member of PCCEA;

Section 6. The PCC management shall support PCCEA'S educational and training related programs and implement a continuing Career Development Programs for all its employees;

Section 7. The PCC management shall furnish PCCEA with its financial report, annual approved performance budget, statement of expenditures, COA Audit Report, and other pertinent information in the possession of agency covering matters of employees' concern;

Section 8. The PCC management shall see to it that the laws and regulations on safety, health and sanitary working conditions prescribed by the Department of Health and other government agencies including requirements of the Occupational Health and Safety Standard (OHSAS) are complied with;

Section 9. The PCC management shall provide adequately equipped and properly manned first aids in all its centers and provide CNA incentive that can be used by each employee for the availment of health and dental card;

Section 10. The PCC management shall endeavor to provide hazards pay and insurance to employees whose functions place their lives to clear job-related risks based on Republic Act No. 8439 and other employee benefit-related rules and guidelines;

Section 11. The PCC management shall allow attendance of employees in seminar/s required by appropriate authority for the renewal of licenses to be credited as official time;

Section 12. The PCC management shall provide opportunities for employees' social development to enhance teamwork, morale and productivity (i.e annual sports and physical fitness program) and ensure full participation and cooperation of all officials and employees particularly as participants and/or as committee members in PCC cultural/athletic programs and activities. A reasonable allowance shall be provided to all participants and committee members;

Section 13. The PCC management shall provide legal, administrative, and if required by the circumstances, financial assistance to an employee in any of the following circumstances;

a). If an employee is sued by a third party in a civil and/or criminal case in connection with the performance of his/her duties and responsibilities;

b). If an employee is subpoenaed/summoned to testify as witness for the PCC before any court, tribunal or body exercising quasi-judicial functions;

c). Attendance of the employee to official hearings shall be on official business;

Section 14. Due process shall be observed in the investigation, hearing and adjudication of administrative cases against any employee;

Section 15. PCC management shall inform PCCEA on any program or internal re-structuring involving the creation, abolition, reclassification, or upgrading of positions including list of vacant positions;

Section 16. PCC management shall furnish on a semestral basis, a list of new employees within the negotiating unit who have been issued appointment. In like manner, PCC management upon proper request and representation shall furnish PCCEA a copy of the Plantilla of Positions;

ARTICLE III PCCEA Responsibilities

Section 1. The PCCEA shall serve as a proactive partner of PCC management in achieving the agency's goals particularly in ensuring efficient and effective public service delivery. The PCCEA shall work hand-in-hand with the PCC Human Resource and Management Section in informing the employees of their rights and responsibilities as public servants.

Section 2. The PCCEA shall act as a mechanism to promote harmonious relationship between the PCC rank-and-file employees and the management. The PCCEA shall balance its interest with those of the management and the agency as a whole.

Section 3. The PCCEA shall actively engage in the design, implementation, monitoring and review of agency policies including compliance to international standards prescribed by the International Organization for Standardization (ISO).

Section 4. The PCCEA shall provide recommendations to PCC management and/or implement appropriate programs not contrary to existing rules and regulations to further improve the welfare and well-being of employees.

Section 5. The PCCEA shall lead and influence the management to promote equality of opportunities for all the employees regardless of sex, race and creed.

Section 6. The PCCEA shall lead in espousing and demonstrating a truly 'happy' work place through its officers modeling the agency's core values for EPICS (Excellence, Professionalism, Integrity, Commitment, Social and Ecological Responsibilities).



Section 7. The PCCEA through its officers and members shall help ensure protection and provision of appropriate care and maintenance on all the agency's properties.

ARTICLE IV DEFINITION OF THE NEGOTIATING UNIT

Section 1. Negotiating Unit. It is the unit composed of rank-and-file personnel employed by PCC regardless of status of employment whether permanent, temporary, and casual, (casual with PS allocation) and all other employees unless excluded by law. It is understood further that whenever used in this Agreement, the term employees refers only to those within the scope of the negotiating unit as defined herein, in accordance with Section 2 Rule II of Executive Order No. 180.

ARTICLE V SCOPE OF REPRESENTATION

Section 1. The parties agree that the appropriate Collective Negotiating Committee (CNC) shall consist of all the rank-and-file employees of the PCC with Grade Level 1 up to Level 24 except those specifically excluded by Executive Order No. 180 and its Implementing Rules and Regulations and Civil Service Commission Rules and Regulations.

ARTICLE VI ASSOCIATION SECURITY

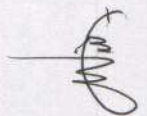
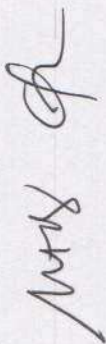
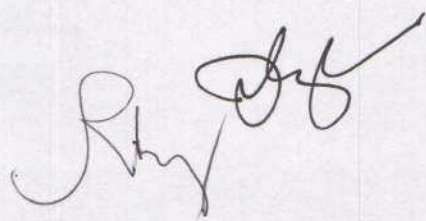
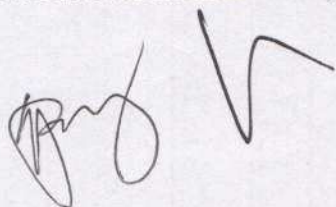
Section 1. All employees who are members of the PCCEA on the date of signing of this Agreement, as well as all employees who subsequently become members of the PCCEA during the effectivity of this Agreement shall maintain their membership of good standing with the association for the duration of this Agreement. A certificate of membership shall be given to all members.

Section 2. The PCC shall not discriminate against any employee due to membership in the acts performed as an officer or representative of the PCCEA in accordance with law and pursuant to this Agreement.

Section 3. Subject to the exigency of the service, PCC shall allow the holding of PCCEA meetings not exceeding the frequency indicated in Section 1 of Article VI.

Section 4. The PCC shall grant official time to PCCEA officers or members who shall attend workers' education programs, seminars, meetings, conventions, conferences, symposia and others including leadership trainings in trade unionism, workers congresses and similar activities conducted by the government and non-government agencies, subject to the availability of funds and prevailing CSC and DBM issuances.

Section 5. The PCC shall be informed in writing by the PCCEA of the names of Officers, who are duly elected to the Board. Said Officers shall not exceed the number per official list submitted to the PCC by the PCCEA as of the date of signing of this Agreement. The PCCEA shall inform the PCC management of any substitutions or changes of the PCCEA officers within fifteen (15) days from their official election/designation, as well as their functions and duties as defined under the PCCEA's Constitution and By-laws.



Section 6. Upon request and subject to availability of service vehicles, the PCC shall provide service vehicle/s for the use of the PCCEA in attending official meetings called by any government agency, or duly accredited organizations on matters concerning the welfare of the employees.

Section 7. The PCC recognizes the right of the PCCEA to resort to check-off or payroll deduction to collect payment of union dues and other assessment fees upon presentation of an authorization to deduct. It is agreed that in implementing check-off, the remittance shall be on or before the 30th day of the month of deduction.

Section 8. The PCC agrees to collect agency fees for the PCCEA, from the employees within the negotiating unit who are non-members of the PCCEA and who are benefited by this Agreement a one time fee of P100.00 and dues equivalent to P30.00 per month and every month thereafter without the need of individual written authorization as provided by CSC Memo Circular No. 01 Series of 1993 adopted and approved on November 15, 1993.

Any PCCEA member who failed to pay the membership fee within six (6) months after his/her employment to PCC shall not be entitled to receive any benefits during the given period and PCCEA members who refuse to pay any dues or has delinquent payment for more than six (6) months are not also entitled to receive any benefits that maybe granted by virtue of this agreement subject to existing rules and regulations applicable on the matter.

Section 9. The PCC shall furnish the PCCEA, upon request, the PCC's financial report, yearly approved performance budget and COA Audit Report. The PCCEA agrees to furnish PCC a copy of its plans and programs and the audited financial report.

ARTICLE VII PCCEA OFFICE

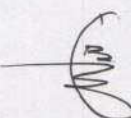
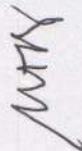
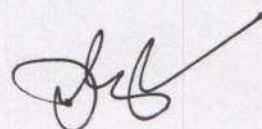
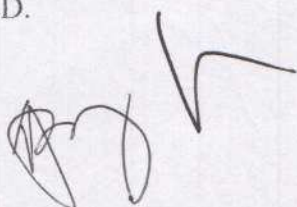
Section 1. The PCC management shall provide the PCCEA adequate office space with necessary furniture and fixtures at the PCC premises for its usual and regular conduct of official and business activities, during the first year of this Agreement and every year thereafter.

Section 2. The PCC shall provide operating and maintenance expenses for the Union Office inclusive of water, electrical, janitorial, office supplies, postage and use of office equipment.

ARTICLE VIII UNION RIGHTS AND PRIVILEGES

Section 1. The PCC authorizes the holding by the PCCEA of regular Board Meetings once a quarter and such special meetings which shall not exceed twice a month, as may be deemed necessary, for information and educational purposes, during office hours, and a General Assembly once a year, the exact date of which shall be notified to the Office of the Executive Director (ED). Notice of the Meeting/s shall be sent to the Office of the ED. If there is a need for an additional General Assembly, request for holding of the same shall be made to the Office of the ED.

The PCC shall also allow the holding of Committee Meetings as the need arises, provided the request for the holding of the same is made to the Office of the ED.



The PCC shall likewise allow the PCCEA to use facilities for such meetings, provided it is not in conflict with the schedules of the PCC.

Section 2. The PCC grants the PCCEA leave with pay to selected officials and members of the PCCEA to attend to workers' education programs, seminars, meetings, conventions, conferences, leadership training, here and abroad. Expenses in connection with such activities when held in Metro Manila or in the provinces shall be shouldered by PCC but limited only to five (5) participants but not more than five times in a year. On a case to case basis, the PCC may give financial support to activities outside the country but not limited to three (3) representations in a year, however, it is most desirable that the sponsoring organization or country shoulder the total expense.

Section 3. The President and the Vice-President for Internal Affairs of the PCCEA shall be entitled to devote one (1) day a week for PCCEA activities.

Section 4. The PCC shall shoulder the expenses for the printing in booklet form and distribution of copies of this Agreement to all employees. Copies of this Agreement shall be distributed not later than one week from date of signing.

Section 5. The PCC shall provide the PCCEA appropriate Bulletin Boards to be situated in conspicuous places and in the remote offices where workplaces are situated. These Bulletin Boards shall be maintained by the PCCEA. The PCC shall provide and maintain suggestion boxes in all its offices. All letters addressed to the PCCEA shall be forwarded unopened.

Section 6. The PCC shall allow the PCCEA to undertake certain projects or activities which the latter deems beneficial to its members.

Section 7. The PCC shall institutionalize its channel of communications to the PCCEA by including the PCCEA in its official mailing and routing list.

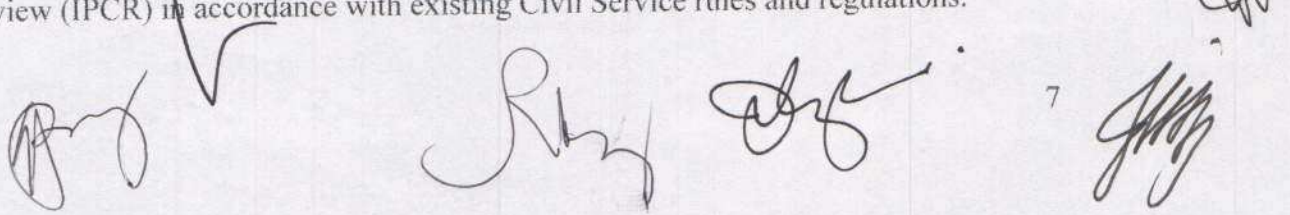
Section 8. The PCC shall require PCCEA members who will retire, transfer and resign from the agency to secure clearance from the PCCEA for property and monetary accountabilities.

ARTICLE IX PERSONNEL ACTIONS

Section 1. The PCCEA recognizes the authority of the PCC over personnel actions/movements such as hiring, promotion, reassignment, termination as a result of disciplinary action, and in establishing policies, office procedures and rules and regulations. The PCC shall at all times exercise management discretion judiciously and in accordance with law.

Section 2. The PCC agrees that when there is a need for reassignment, consultation shall be made with the Division Chiefs/Unit Heads needing additional personnel; the employee to be reassigned, his Division/Unit Heads and the PCCEA President. Reassignment shall be made only in the exigency of the service. On the part of the PCCEA, it agrees to be objective in its evaluation of the need for reassignment.

Section 3. The PCC shall exert all efforts to achieve an improved, highly efficient and responsive management and workforce for the betterment of the member. It shall implement strictly the Individual Performance Commitment and Review (IPCR) in accordance with existing Civil Service rules and regulations.

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Section 4. The PCC shall strictly refrain from assigning non-career employees such as consultants, casual, contractual and job-order employees to positions that exercise direct supervision over regular career employees in accordance with CSC Memorandum Circular No. 40, series of 1998.

ARTICLE X RETENTION OF EMPLOYEES RIGHTS AND BENEFITS

Section 1. Employees shall continue to enjoy all existing rights and benefits pertaining to their conditions of employment including but not limited to economic benefits insofar as maybe authorized by civil service law, rules and regulations and other applicable laws.

Section 2. Qualified regular employees shall be the first line of priority in case of promotion or hiring of regular employee.

ARTICLE XI EMPLOYEE BENEFIT PROGRAMS

Section 1. **Health and Medical Benefits** - The PCC management shall provide annual medical check-up for the employees in addition to medical benefits under the GSIS and PHIC (PhilHealth).

Section 2. **Emergency Leave Privileges** - The PCC shall grant its official and employees special leave privileges in accordance with the provision of CSC Memorandum No. 6, series of 1996 and its other related issuances. And upon proper application and approval of CSC, additional non-cumulative leave privilege of two (2) days Emergency Leave in cases of actual emergencies such as typhoons, floods and other natural and/or manmade disasters or calamities.

Section 3. **Birthday Bonus Package** - The PCC shall grant its officials and employees aside from the special leave privilege granted by CSC Memo No. 6 series of 1996 of the birthday leave, PCC may provide a bonus package for a one (1) night free accommodation at the Hostel including meals for the duration of the stay.

Section 4. **Awards and Incentives.** The PCC shall ensure the implementation of the Unified Program on Awards and Incentives for Service Excellence (PRAISE) pursuant to Department Order No. 2 series of 2001 in accordance with the provisions of CSC MC# 01 series of 2001. Aside from the regular search of the PCC Model Employee that is conducted yearly nationwide, PCC shall give appropriate recognition/incentive to employees with at least Very Satisfactory (VS) rating for the last two (2) rating period. PCC management will be responsible for determining appropriate treatment for those who will not be qualified to performance-based incentive/recognition.

- Incentives for Model Employee Awards shall be given semi-annually to employees. Certificate and cash incentive not to exceed P2,000.00 shall be given. Special Awards shall include but not limited to most punctual, highest performing job contracts.

Section 5. **Shuttle Service.** - The PCC shall provide shuttle service for the employees for any teambuilding activities.

Section 6. **Recreation Area.** - The PCC shall provide the employees a permanent area for recreational purposes. It shall likewise provide the necessary

physical fitness, sport and/or recreational equipment and facilities for use of all employees free of charge.

Section 7. Housing Program. - The PCC shall ensure officials and employees access to housing benefits and information pertinent thereto. Jointly with the PCCEA, the PCC shall work for a special housing allocation for its qualified officials and employees.

For this purpose, the PCC shall make available its own vacant lots or whenever reasonable and practicable purchase private lots for the officials and employees housing program and that the PCC shall coordinate with appropriate government agencies relative to said housing program.

Section 8. Travel Day-Off. - The PCC shall grant the employees half (1/2) day-off for travels whose arrival falls on the midnight.

Section 9. Compensatory Day-Off. - The PCC shall grant non-commutable leave credits or compensatory day-off in lieu of overtime services rendered without pay pursuant to the provisions of CSC MC No. 30, s. 1994.

ARTICLE XII WORKING HOURS, SALARIES AND OTHER RELATED MATTERS

Section 1. Work Schedules. - The PCC shall provide consideration to employees whose nature of work require them to perform their duties beyond 5:00PM by giving them 15-30 minutes grace period during their "time in" the following day after their official travel or overtime work. The PCC may also grant flexi-time work schedule subject to the approval of the employee's immediate supervisor in accordance with Section 6, Rule XVII of the Omnibus Rules Implementing Book V of Executive Order No. 292 and CSC Memorandum Circular No. 14, s. 1989. However, in no case shall the flexi-time arrangement be occasionally changed by the employee at his or her convenience.

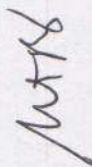
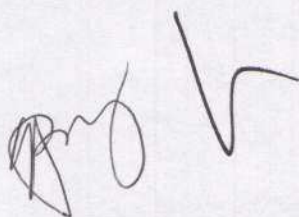
Section 2. Tardiness and Absences. - Employees who exceed the minimum number of tardiness and absences shall be given necessary action as provided under Civil Service Commission rules and regulations.

Section 3. Payment of Overtime. Overtime pay shall be paid immediately upon rendition thereof subject to the availability of funds and the usual accounting and auditing rules and regulations. **Payment of overtime can also be computed as compensatory time off or Offsetting.**

Section 4. Performance Incentive Bonus. The PCC may provide as form of cash incentives of not less than P5,000.00 each or in kind rewards to outstanding employees to be awarded annually plus the educational foreign trips.

ARTICLE XIII HEALTH AND SAFETY; WORK ENVIRONMENT CONDITIONS

Section 1. The PCC shall comply with applicable regulations requiring safety, health and sanitary working conditions prescribed by appropriate governmental authorities.



Section 2. The PCC shall provide adequately equipped and properly manned first aid units in all its offices and stations.

Section 3. The PCC shall implement and financially assist Sports and Socio-Cultural programs participated in by the employees.

ARTICLE XIV PROFESSIONAL GROWTH AND DEVELOPMENT

Section 1. The PCC shall continue to implement a career development program in all areas of work, subject to provisions of legislative and executive issuances. The Training and Scholarship Committee shall align this concern to its existing terms of reference from the date of ratification of this agreement. The PCCEA shall be represented in said Committee for this purpose.

The career development program referred herein shall include attendance in conferences, conventions, seminar, trainings, workshops, fellowships, study grants, regular-in-house college education, and similar career path programs which the Committee may deem necessary. Likewise, a comprehensive training program for the employees, to include Values Formation and Skills Development and Responsible Unionism shall be implemented.

Section 2. The PCC agrees to consider PCCEA experience of officers into supervisory experience for any position in case of promotion or filling up of vacant position.


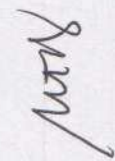
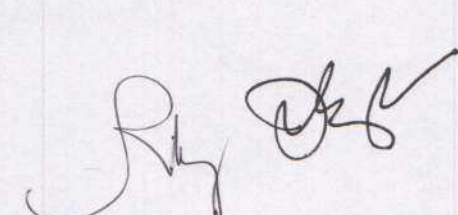
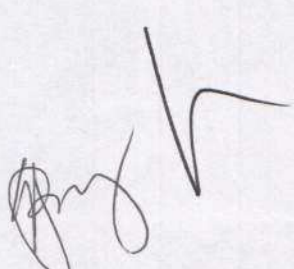
Section 3. The PCC shall credit attendance in union related seminars and activities as training requirement for appointment to rank-and- file positions whenever appropriate.

Section 4. Employee Suggestions and Incentive Awards. - The PCC shall continue implementing all awards and benefits under the CSC approved Employee Suggestions and Incentive Awards (ESIAs). The PCC and the PCCEA, upon proper consultation, may propose additional incentives and awards under the Employee Suggestion and Incentive Awards subject to approval by the Civil Service Commission.

Section 5. Summer Job Program for Employees Dependents. - The PCC shall provide summer job program for dependents of employees as may be deemed necessary.

Section 6. Training and Educational Assistance Fund. The PCC shall lend support to the PCCEA as desire to uplift the intellectual and social consciousness of its members through symposia, fora and other related activities. Said activities shall be supported by the PCCEA through a Training Fund as the case maybe to support identified priorities.

Section 7. Review, Dissertation and Thesis Writing Leave. - The PCC cognizant of individual initiatives of employees to attain higher academic learning shall allow employees to avail of BAR and Board Review, among others, Dissertation and Thesis Writing Leave for a maximum of six months with pay.



ARTICLE XV SHARED RESPONSIBILITY FOR PROMOTION

Section 1. The PCC and the PCCEA shall jointly formulate, implement and review the agency Unified Merit Promotion Plan (MPP) as approved by the CSC.

Section 2. Selection and promotion of employees shall be in accordance with CSC laws, rules and regulations. Department Order No. 4, Series of 2001 on MPP shall be strictly adhered to. The guidelines and criteria or any changes thereof adopted by the Selection Board shall be mutually agreed upon by the PCC and the PCCEA.

Section 3. Whenever in the belief of any affected employee, there are grounds to protest any issued appointment, she/he may file the pertinent protest in accordance with the procedure laid down in the Uniform Rules on Administrative Cases in the Civil Service.

Section 4. The representation of the PCCEA, one from the first level and one from the second level in the Selection and Promotion Board (SPB) shall be mandatory.

Section 5. All SPB meetings shall be convened by the appointing authority through a Memorandum duly signed by him.

Section 6. The appointing authority shall act on the recommendations submitted by the SPB as outlined in the succeeding paragraph within a period of three (3) months from the date of submission thereof. If the recommendation is not acted upon within the specified period then the candidate who was ranked No. 1 by the SPB shall be automatically appointed by the appointing authority to the position concerned.

Section 7. **The PCC management shall give priority to qualified employees from within in the filling up of vacancies within a prescribed span of time after its publication unless said position is highly technical or strictly confidential in nature and there is no qualified employee from within the agency as per Republic Act No. 6656, Section 4.**

ARTICLE XVI TRAVEL

Section 1. All officials and employees who are on official travel shall be automatically granted per diems (including incidental expenses), and cost of transportation subject to EO 248 and other rules and regulations.

Section 2. The PCC and the PCCEA shall, from time to time, petition the appropriate government agency for the granting of more realistic level of traveling expenses.

ARTICLE XVII OTHER BENEFITS

Section 1. Assistance to Retirees. - The Agency shall pay a retiring employee all benefits prior to the release of his/her claims from DBM and assist in the facilitation of the release of his/her retirement pay and other benefits from the GSIS and/or from other government agencies.

Section 2. Employees Cooperative. - The PCC management shall continue its full support to existing PCC Multi-Purpose Cooperative in providing economic and other opportunities that will protect its members from further exploitation by loan sharks and other credit facilities detrimental to them.

Section 3. Anniversary Bonus. - The PCC shall ensure full support to its employees by providing them the anniversary bonus during the PCC milestone years (15th anniversary and every 5th year thereafter) subject to availability of funds.

ARTICLE XVIII GRIEVANCE MACHINERY

Section 1. The PCCEA shall coordinate with the PCC management in the implementation of the PCC Grievance Machinery pursuant to Department Order No. 3, Series of 2001 as approved by the Civil Service Commission.

Section 2. Employees shall have the right to present their complaints or grievances to management and have them adjudicated as expeditiously as possible in the best interest of the agency and the employee concerned.

Section 3. Any complaint or grievance shall be resolved at the lowest possible level in the department within five (5) days and the employee shall have the right to appeal such decision to higher authorities. A Center or Regional Level Grievance Committee shall be created to be composed of three (3) members from the management, two (2) members from the PCCEA and the Bilis Aksyon Partner (BAP) in accordance with Department Order No. 3, Series of 2001.

Section 4. In case any dispute remains unresolved after exhausting all the available remedies under existing laws, the parties may jointly refer the dispute to the Employee - Management Committee constituted under Section 1, Article XIX of this Agreement for appropriate action within five (5) working days.

Section 5. In case the Employee-Management Committee fails to resolve the dispute, the same shall be brought to the CSC Field Office.01

ARTICLE XIX PERSONNEL RIGHTS AND LEGAL REPRESENTATION/ASSISTANCE

Section 1. Whenever the PCC against an employee files a complaint, the following shall be applicable:

1. No employee will be forced to sign self- incriminating statements.
2. In the conduct and resolution of complaints, the principles of due process and fair play shall always be observed.
3. Anonymous complaints shall not be entertained, except when they contain data/information sufficient to warrant an investigation thereof.

Section 2. The PCC shall provide full legal assistance and/or counsel to an employee in any of the following situations:

1. If an employee is sued by a third party in a civil case in connection with the performance of his/her official duties and responsibilities;

2. If an employee is subpoenaed/ summoned to testify as witness for the PCC before any court, tribunal or body exercising quasi-judicial functions;
3. Attendance in such proceedings shall be considered on official time;
4. Subject to professional ethics, the legal counsel of the PCC may be consulted by the employee for legal advice and counseling free of charge.

Section 3. The PCC shall ensure that in all administrative investigations, due process shall be observed.

ARTICLE XX EMPLOYEE-MANAGEMENT COMMITTEE

Section 1. For purposes of maintaining continuous lines of communication, consultation and dialogue between the PCC management and the PCCEA, an Employee-Management Committee shall be created to be composed of one (1) representative from the PCC management and one(1) from the HR and three (3) from the PCCEA.

Section 2. The functions and responsibilities of the Committee are as follows:

1. Convene once every six months, or as the need arises, at such place and time agreed upon by the parties;
2. Monitor and resolve any controversy arising from the interpretation and enforcement of this Agreement;
3. Prioritize the implementation of the provisions of this Agreement upon approval by the parties;
4. Discuss and resolve any policy changes on matters pertaining to/ affecting the terms and conditions of employment;
5. Discuss and agree on the initiation of any program devoted to work productivity and other analogous issues; and,
6. Recommend appropriate course of action to higher authority.

Section 3. In case of dispute arising from the interpretation and enforcement of this Agreement, the same shall be resolved in accordance with E.O. 180 and other pertinent laws, rules and regulations.

ARTICLE XXI BUDGET AND FUNDS

Section 1. The PCC shall provide the necessary funds for the full implementation of the provisions contained herein subject to existing accounting and auditing rules, regulations and laws.

ARTICLE XXII IMPLEMENTING GUIDELINES

Section 1. Within three (3) months from the date of effectivity of this Agreement, the PCC and the PCCEA shall prepare all the necessary guidelines in the implementation of the provisions herein contained which shall be presented to the Executive Director for approval.

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[Signature]

[Signature]

ARTICLE XXIII
ENTIRETY AND AMENDMENT CLAUSE

Section 1. The parties hereby agree that the terms and conditions contained herein constitute the entire Agreement between PCC and the PCCEA and supersede all previous communications, representations or agreements, either verbal or written, in so far as they are contrary or repugnant to such terms and conditions. Provisions on economic benefits shall be the subject of re-negotiation after a period of one (1) year.

Section 2. If, during the effectivity of this Agreement, certain improvements are found to be appropriate and beneficial to officials and employees, amendments shall be introduced subject to the agreement of both parties. No amendments shall be valid unless put into writing and signed by both parties.

ARTICLE XXIV
MISCELLANEOUS

Section 1. Separability Clause. In the event any provision of this Agreement is declared invalid by competent court or authority, the remaining provisions to which such declaration does not pertain shall continue to be valid and remain in full force and effect.

Section 2. General Condition. Except as may be allowed or exempted by law, all provisions contained in this Agreement shall be subject to the rules and regulations of the Civil Service Commission and the Department of Budget and Management.

ARTICLE XXV
GRANTING OF THE CNA

Section 1. In recognition of this momentous occasion and as an act of goodwill, the PCC management shall grant a collective negotiation agreement per employee **eighty (80%) percent** of the total savings generated by the agency per year and as maybe permitted by the financial position of the PCC upon the effectivity of this Agreement.

ARTICLE XXVI
EFFECTIVITY AND DURATION

Section 1. This Agreement shall be effective upon signing hereof, and shall remain in force and effect for a period of three (3) years.

Section 2. Both parties agree to meet before the last thirty (30) days of this Agreement for the purpose of entering into a **new CNA**. **It is understood that all provisions in this Agreement shall continue to remain in full force until such time a new Agreement is in effect.**

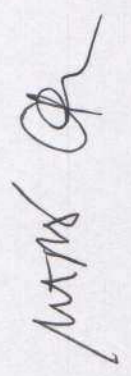
✓















IN WITNESS WHEREOF, the parties hereto, by their authorized representatives have executed this **COLLECTIVE NEGOTIATION AGREEMENT**, this 3rd day of January 2018.

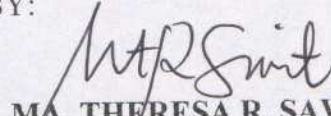
PCC

BY:


ARNEL N. DEL BARRIO
Executive Director

PCCEA

BY:



MA. THERESA R. SAWIT
PCCEA- President

SIGNED IN THE PRESENCE OF:


JEROME M. BALAOING
PCCEA VP-Internal


PATRIZIA CAMILLE O. SATURNO
PCCEA Secretary


ZADIESHAR G. SANCHEZ
PCCEA Auditor


ROWENA G. BUMANLAG
PCCEA VP-External


ESTELLA P. VALIENTE
PCCEA Treasurer


MARVIN A. VILLANUEVA
PCCEA Public Relations Officer


CECILIO R. CASTAÑEDA
PCCEA Peace & Security Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S.

SAN JOSE CITY

Nueva Ecija

Before me this _____ day of **JAN 16**, 2018 in **SAN JOSE CITY**, Nueva Ecija, Philippines, personally appeared **ARNEL N. DEL BARRIO**, Executive Director, Philippine Carabao Center, with **ID No. 97-0084** and **MA. THERESA R. SAWIT**, PCCEA President, with **ID No. 15-2520** respectively known to me to be the same persons who acted as principals in the execution of the foregoing Collective Negotiation Agreement and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of

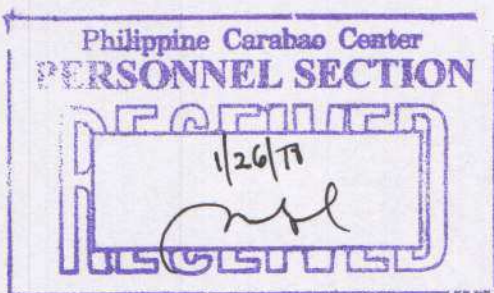
JAN 16, 2018.

Notary Public

Doc. No.: 213
Page No.: 22
Book No.: KS
Series of 2018

R. H. Austria
ATTY. RENATO H. AUSTRIA
NOTARY PUBLIC FOR SAN JOSE CITY, NUEVA ECIJA
S.P. NO.1254, R.T.C., S.J.C., N.E.
COMMISSION EXPIRES ON DEC. 31, 2018
PTR NO. 5737220. S.J.C. N.E., JAN 3, 2018
IBP OR NO. 1065030, DEC. 28, 2017
ROLL NO. 47030
MCLE COMPLIANCE NO. V-0006529; FEB. 24, 2015
MAHARLIKA ROAD, SAN JOSE CITY, NUEVA ECIJA

PHILIPPINE CARABAO CENTER
Office of The AUDITOR
RECEIVED
JAN 26 2018
BY: *[Signature]*



PHILIPPINE CARABAO CENTER
Office of the Executive Director
RECEIVED
BY: *[Signature]* DATE: 1-26-18

PHILIPPINE CARABAO CENTER
ACCOUNTING SECTION

JAN 26 2018
LPELVE
RECEIVED