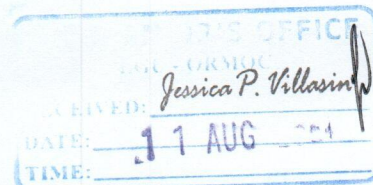


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON AUGUST 10, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, 1 st Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Eusebio Gerardo S. Penserga,	SP Member
Jasper M. Lucero,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc	

ON OFFICIAL BUSINESS:

Nolito M. Quilang,	SP Member, 2nd Asst. Majority Floor Leader
Peter M. Rodriguez,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President,
	Liga ng mga Barangay ng Ormoc

RESOLUTION NO. 2021-228

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE COLLECTIVE
NEGOTIATION AGREEMENT (CNA) FOR AND ON
BEHALF OF THE LOCAL GOVERNMENT UNIT OF
ORMOC (LGU-ORMOC) WITH THE CITY OF ORMOC
GOVERNMENT EMPLOYEES ASSOCIATION (COGEA)
FOR CY 2021-2024.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated July 27, 2021 from the Office of the City Mayor, requesting for the issuance of a Resolution authorizing the City Mayor to sign the Collective Negotiation Agreement (CNA) executed by and between LGU Ormoc and the City of Ormoc Government Employees Association (COGEA) for CY 2021-2024 or a period of three (3) years, a photocopy of the final CNA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in a letter dated July 16, 2021, the COGEA President, Mr. Rodrigo A. Rivera, informed that pursuant to the Public Sector Labor Management Council (PSLMC) Resolution No. 2, Series of 1991, a Collective Negotiation Agreement (CNA) has a lifetime of only three (3) years. The last CNA between COGEA and LGU-ORMOC took effect on April 13, 2018 and has expired on April 13, 2021. Hence, he submitted a draft of the CNA for the year 2021-2024, with the intent and purpose to promote and improve the economic and social relations between the parties, establish a basic agreement relative to the terms and conditions of employment, and guarantee peace and harmony between parties during the effectivity of the same;

WHEREAS, Section 16 of Republic Act 7160, otherwise known as the Local Government Code of 1991, states that every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, the Public Sector Labor Management Council has promulgated the rules and regulations governing the exercise of the right of government employees to self-organization pursuant to the provisions of Executive Order No. 180 dated June 01, 1987;

WHEREAS, it is the policy of the State to promote the free and responsible exercise of the right to organize by all employees in national government agencies and their regional offices, attached agencies and their regional offices, state universities and colleges, government-owned and controlled corporations with original charters, and local government units;

WHEREAS, COGEA, a duly registered and accredited association with the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC) with Certificate of Registration No. 1446 dated July 26, 2018, and Accreditation No. 555 dated April 19, 2006, is the sole, exclusive and legitimate bargaining unit in the City Government of Ormoc;

WHEREAS, both parties have mutually agreed to formally enter into a Collective Negotiation Agreement (CNA) in order to promote a just, humane, equitable and harmonious working environment, ensure maximum productivity, guarantee health and safety and the best interest of service as means of furtherance of Labor-Management relations and attainment of genuine, honest and a lasting partnership in public service;

WHEREAS, in a letter dated June 15, 2021, the City Legal Officer has expressed the opinion that after thorough review, the terms of the aforementioned CNA is found not to be detrimental to the interests of the City, not contrary to laws, morals and public policy, a copy of which is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the CNA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and responsibilities, towards the implementation and attainment of the lofty ends of the same, and this Sanggunian finds that the same for the aforementioned reasons will indeed immensely benefit the LGU-Ormoc and employees, and therefore, most deserving of this august Body's utmost support and favorable consideration;

WHEREFORE, on motion of SP Member Jasper M. Lucero, Chairman, Committee on Good Government and Oversight, severally seconded by SP Members Roiland H. Villasencio, Vincent L. Rama, Lalaine A. Marcos, Joan Marbie C. Simbajon, Tomas R. Serafica, Gregorio G. Yrastorza III and Eusebio Gerardo S. Penserga; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE COLLECTIVE NEGOTIATION AGREEMENT (CNA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE CITY OF ORMOC GOVERNMENT EMPLOYEES ASSOCIATION (COGEA) FOR CY 2021-2024;

ADOPTED, August 10, 2021.

RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine M. Romero; COGEA thru its President, Mr. Rodrigo A. Rivera; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


NONILYN D. GALANO
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **COLLECTIVE NEGOTIATION AGREEMENT (CNA)**, executed by and between:

The **CITY GOVERNMENT OF ORMOC**, a municipal corporation duly created by virtue of the laws of the Republic of the Philippines, with principal office address at the New Ormoc City Hall, Aunubing St. Cogon, Ormoc City, represented herein by **MAYOR RICHARD L. GOMEZ** hereinafter called **THE CITY**.

The **CITY OF ORMOC GOVERNMENT EMPLOYEES ASSOCIATION (COGEA)**, a duly registered and accredited association with the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC), with Certificate of Registration No. 1446 dated July 26, 2018 and Accreditation No. 555 dated April 19, 2006, with a principal office at the City Hall, Ormoc City. As the sole representative of the rank-and-file employees to negotiate and to undertake activities not contrary to law or public policy of the furtherance of the interest of its member, represented herein by its President **RODRIGO A. RIVERA** of legal age, Filipino, married and a resident of Ormoc City, herein called **THE ASSOCIATION**.

WITNESSETH:

WHEREAS, the Constitution of the Republic of the Philippines, among others, provides:

"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 the purposes not contrary to law shall not be abridged."

"Article II, Section 18 – The State affirms labor as a primary social and economic force. It shall protect the right of workers and promote their welfare."

"Article XIII, Section 3 (par. 2) – It shall guarantee the rights of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with law. They shall be entitled to security of tenure, human conditions of work, and a living wage. They shall also participate in policy and decision-making process affecting their rights and benefits as may be provided by law."

WHEREAS, Executive Order No. 180 dated June 1, 1987 guarantee the rights of government employees to self-organization and collective negotiations;

WHEREAS, Executive Order No. 180 authorizes the management and the accredited employees' organization to enter into collective negotiations on terms and conditions of employment which are not fixed by law;

WHEREAS, The **ASSOCIATION** as recognized by **THE CITY**, is the sole, exclusive and legitimate bargaining Unit in the City Government of Ormoc having been jointly registered and accredited by the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC), as evidenced by its Certificate of Registration No. 1446 on the 26th day of July 2018 and Accreditation No. 555 on the 19th day of April 2006, both of which form part of this Agreement.

WHEREAS, aware of the need to foster and promote a noble and enduring relationship between the employees and management through the development of sound labor management practices, enhancement of the employees welfare and well-being, performance and productivity, and in order to contribute to the attainment for better public service, the parties mutually agree to enter into this Collective Negotiation Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and for furtherance of a harmonious working relationship, the parties by these presents manifest and agree on the following covenants to wit:

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The CITY and the ASSOCIATION recognize the basic rights of all employees to living wage, career development, and humane conditions of work, and security of tenure for permanent employees.

Section 2. The ASSOCIATION recognizes and respects the authority of the City management in the implementation of existing laws governing terms and conditions of employment; establishment of policies, guidelines, rules and regulations on personnel actions; and the provision and maintenance of employee's welfare and benefits provided under the law.

Section 3. The CITY and the ASSOCIATION shall create and foster an environment that guarantees mutual respect and independence.

Section 4. The CITY and the ASSOCIATION commit to the attainment of equality among men and women and the eradication of all forms of discrimination and recognize the vital role of collective negotiation in the pursuit thereof.

Section 5. The CITY and the ASSOCIATION shall adhere to and observe all applicable international and national declaration of policies, laws and rules on the rights of all workers to self-organization.

Section 6. The ASSOCIATION shall participate in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of employees and on client service improvement.

Section 7. The CITY and the ASSOCIATION shall endeavor to adopt activities aimed at improving the capability and efficiency of government employees of the City;

Section 8. The ASSOCIATION shall educate its members on the provision of R.A. 6713 otherwise known as the "Code of Conduct and Ethical Standards for Public Officials and Employees", Civil Service Laws, Rules and Regulations as well as other issuances of the government designed to promote discipline, efficiency, productivity and effectiveness in public service.

Section 9. The CITY and the ASSOCIATION acknowledge the rights, responsibilities and obligations, and herein agree to respect and protect their respective rights and discharge their responsibilities and obligations under this agreement.

ARTICLE II DEFINITION OF TERMS

Section 10. When used herein, the following terms shall have the following meanings unless their context indicates otherwise, viz:

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Disapproved _____
Not contrary to laws, public policy, moral _____
Revisions _____
BY: _____ DATE: 00-00-00

- (a) **"Accreditation of Employees' Organization"** refers to the act of the Civil Service Commission (CSC) in conferring to a registered employees' organization enjoying the majority support of the agency's rank-and-file employees, the status of sole and exclusive collective negotiating agent.
- (b) **"Accredited Employees' Organization"** refers to a registered organization of rank-and-file employees as defined in the Rules, which has been recognized and certified by the CSC as the sole and exclusive collective negotiating agent.
- (c) **"Agency Fee"** refers to a reasonable assessment equivalent to the dues and other fees paid by members of the sole and exclusive collective negotiating agent deducted from *non-member employees*.
- (d) **"Collective Negotiation Agreement" or "CNA"** refers to the negotiated contract between an accredited employees' organization representing a negotiating unit and the employer /management concerning terms and conditions of employment and improvements thereof that are not fixed by law.
- (e) **"Coterminous employee"** refers to an employee whose entrance and continuity in the service is based on any of the following: 1) trust and confidence of the appointing authority or of the head of the organizational unit where the former is assigned; or 2) duration of the project, or the period for which an agency or office was created.
- (f) **"CSC"** refers to the Civil Service Commission.
- (g) **"CSC-PRO"** refers to the Personnel Relations Office of the CSC.
- (h) **"Employee"** refers to any person working for an agency. It includes one whose work has ceased in connection with any current employee-management dispute or unfair labor practice or whose dismissal from the service has not attained finality.
- (i) **"Employees' Organization"** refers to any organization, union or association of employees in agencies of the national government and their regional offices, attached agencies and their regional offices, state universities and colleges, government-owned and controlled corporations with original charters, and local government units, which exists in whole or in part for the purpose of collective negotiations or for mutual aid, interest, cooperation, and protection.
- (j) **"Exclusive Collective Negotiating Agent"** refers to any registered employees' organization which has been accredited by the CSC as the sole and exclusive negotiating agent of all the employees in a negotiating unit in accordance with the Rules.
- (k) **"High Level Employee"** refers to one who performs managerial functions such as the exercise of powers to formulate management policies and decisions, or to hire, transfer, assign, lay-off, recall or discipline employees.
- (l) **"Highly Confidential Employee"** refers to an employee who occupies a position which requires a high degree of trust and confidence and close intimacy with the appointing authority or immediate supervisor which ensures free and open communication without harassment or freedom from misgivings of betrayal of personal trust or confidential matters of state. The term is used interchangeably with primarily confidential employee.
- (m) **"Members"** refers to all regular rank-and-file employees of the City Government of Ormoc.
- (n) **"Membership Fee"** refers to the dues paid by members to the **ASSOCIATION**.
- (o) **"Negotiating Unit"** refers to the constitutional bodies and their regional offices; the executive department including services and staff bureaus and regional offices; line bureaus and their regional offices; attached agencies; the legislature; the judiciary; state universities and colleges; government-owned or controlled corporations with original charters; and, provinces, cities and municipalities.

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Separate Opinion
Drafted by CLO
Reviewed by the
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and drafts/Revisions
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- (p) **“Non-members”** refers to all Department Heads, Assistant Department Heads, Secretary to the Sanggunian, Casual-Plantillas, and employees which falls under the sub-paragraphs (e), (l) and (m) hereof.
- (q) **“Parties”** refers to both the City of Ormoc Government Employees Association (COGEA) and the City Government of Ormoc.
- (r) **“PRAISE”** refers to the Program on Awards and Incentives for Service Excellence established under CSC Memorandum (MC) No. 01, s2001.
- (s) **“PSLMC”** refers to Public Sector Labor-Management Council (PSLMC) constituted by virtue of EO 180, serves as the implementing body of the provisions on the right of government employees to self-organization. Composed of the following: Chair of the Civil Service Commission (CSC) as chairman; Secretary of the Department of Labor & Employment (DOLE) as vice chairman; and Secretaries of the Department of Finance (DOF), Department of Justice (DOJ), and Department of Budget & Management (DBM) as members.
- (t) **“Rank-and-File Employee”** refers to an employee in the public sector whose functions do not fall under sub-paragraphs (k), (z) and (aa) hereof. The nature of the employee’s functions as reflected in the approved position description form shall prevail.
- (u) **“Registered Employees’ Organization”** refers to any organization, union, or association of employees defined under Section 1(j) hereof, which is registered with the DOLE and the CSC in accordance with the Rules.
- (v) **“Registration of CNA”** refers to the process by which the CSC, after an evaluation and review of the CNA, issues the corresponding certificate of registration to the accredited employees’ organization.
- (w) **“Registration of Employees’ Organization”** refers to the process by which an employees’ organization acquires legal personality so as to be entitled to the rights and privileges under Executive Order No. 180 upon compliance with the documentary requirements and the issuance of the corresponding certificate of registration by the DOLE and the CSC.
- (x) **“Rules”** refers to the Amended Rules and Regulations Governing the Exercise of the Right of Government Employees to Organize.
- (y) **“Special Assessment”** refers to those fees other than the employees’ organization dues, labor education fees, and those prescribed under the organization’s constitution and by-laws.
- (z) **“Savings”** refers to funds from released MOOE for the year, still valid for obligation during the year of payment of the CNA and shall exclude any savings from any subsequent supplemental appropriation, subject to the following conditions mentioned in Budget Circular No. 2020-5 dated November 4, 2020.

ARTICLE III

SCOPE OF COVERAGE

Section 11. COLLECTIVE NEGOTIATING UNIT. The **PARTIES** agree that the appropriate Collective Negotiating Unit shall consist of all rank-and-file employees of the **CITY** without regard to their appointment status, but not including contractual, emergency hires, consultants, confidential and those employees specifically excluded by the Executive Order No. 180 and its Implementing Rules and Regulations and the Civil Service Commission Rules and Guidelines.

ARTICLE IV
PRIVILEGE AND BENEFITS

Section 12. All benefits and privileges which are not provided for in this Agreement but which are presently enjoyed or may in the future to be granted to the employees by law or legal issuances, shall be continued and/or enjoyed by the employees, unless otherwise provided by law.

ARTICLE V
UNION RECOGNITION AND SECURITY

Section 13. COGEA as Sole and Exclusive Collective Negotiating Agent. The CITY recognizes **COGEA** as the sole and exclusive negotiating representative of all rank and file employees, in the City Government of Ormoc, regardless the status of their employment during the effectivity of this Agreement.

The **ASSOCIATION** shall help the **CITY** establish and maintain order and discipline among its members.

Section 14. Association Office and Bulletin Boards. The CITY shall provide The **ASSOCIATION** an adequate space to be utilized as its office within the premises of the City Hall or other buildings owned by The CITY. The Office shall be known as **EMPLOYEE'S AFFAIRS OFFICE**. The **ASSOCIATION** shall provide Bulletin Boards with glass panes and locks at strategic locations within the City Hall and other City Government Offices not housed therein.

Section 15. Representation to the Promotion/Selection Board. The President of the **ASSOCIATION** shall automatically become a member of the Promotion/Selection Board in the deliberation of second level position. The Vice-President shall act in his absence. In so far as the first level position member, the same shall be determined by the Board of Directors through an approved Resolution.

Section 16. Representation in Various Committees. Pursuant to the provisions of the right to self-organization and the rights of the **ASSOCIATION** to participate on the formulation of policies and decision making mandated by the Philippine Constitution, The CITY also recognizes the right of the **ASSOCIATION** to be presented in all management/city committees with regard to the formulation of policies and decisions affecting employees rights, interest, privilege and benefits particularly those not fixed by law as a component of this negotiating agreement. For this purpose, the **ASSOCIATION** in the following committees shall be mandatory as per CSC rules and regulations :

- a. Grievance Committee(CSC MC No. 2, s. 2001)
- b. Management-Health Workers Consultative Council (if already existing)
- c. PRAISE Committee (CSC Mc No. 11, s. 2001)
- d. Personnel Development Committee (CSCMC No.10, s. 1989)
- e. Employees Organization-Management Consultative Committee (DBM Cir. No.2006-1)
- f. Performance Management Team (CSC MC No. 6, s. 2012; CSC Mc No. 8, s.2013)
- g. Change Management Team (IRR of EO No. 366)
- h. Committee on Decorum and Investigation for Sexual Harassment Cases (CSC Resolution No. 01-0940 dated May 21, 2001)
- i. Human Resource Management Promotion Selection Board
- j. Ormoc City Safety Health Committee
- k. Ormoc City Human Resource Development Committee
- l. And such other committees already existing and as may be created hereafter, with the consent of the CITY, after a written request of the **ASSOCIATION**.

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_____ Approved
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_____ Drafted by CLO
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DATE JUL 27 2014

Section 17. Grievance Committee. The Grievance Committee shall be composed of Seven (7) members, Four (4) must be from The CITY and the other Three (3) must be from The ASSOCIATION. Each shall have a permanent alternate who shall sit in his/her behalf in the event the issue involves the primary member of the Grievance Committee. The Chairman shall be selected from among the members of the committee by a majority vote of the members present and shall be serve for a period covered by this existing CNA.

The CITY and the ASSOCIATION shall, following the approval of this Agreement, Draft Grievance Procedures which shall be consistent with CSC rules and regulations and shall be adopted by the Grievance Committee.

Section 18. The CITY shall not discriminate against any employee because of membership in or as an officer or duly authorized representative of The ASSOCIATION.

Section 19. The CITY shall recognize and respect the performance of functions of individual ASSOCIATION member/officer in Management-created Committees/initiated activities as part of his/her official function.

Section 20. The CITY shall allow the ASSOCIATION, free use of facilities owned by the former, for the purpose of conducting various association activities.

Section 21. The CITY shall require all members/employees who will retire, transfer and/or resign to secure a clearance from the ASSOCIATION for the property and money accountabilities.

Section 22. Financial assistance/support may be extended by the CITY to the ASSOCIATION's Economic Programs and other related activities, like ASSOCIATION Cooperative and other livelihood projects upon the request of the ASSOCIATION and approved by the City.

ARTICLE VI

HIRING, RECRUITMENT, PROMOTION AND MOVEMENT OF EMPLOYEES

Section 23. All appointments shall be made based on the merit and promotion plan of the City as approved by the Civil Services Commission (CSC).

Section 24. Re-hiring of employees who have been separated from the service due to abandonment of post or who went on absence without leave (AWOL) shall be strictly prohibited.

Section 25. In the issuance of promotional appointments, the Civil Service Rules and Regulations and the City's Promotional Plan shall be adopted, applied and adhered to. The issuance of the promotion shall be based among the top five(5) candidates after the evaluation of the Promotion/Selection Board.

Section 26. The City thru Human Resource management Office (HRMO) shall furnish the ASSOCIATION copies of orders for transfer, detail and disciplinary action against any employee.

Section 27. In the event of the CITY undergoes reorganization or organizational restructuring, the ASSOCIATION, shall be duly represented in the Committee/technical working group/team formed for the purpose.

ARTICLE VII

LABOR EDUCATION

Section 28. The CITY shall allow the ASSOCIATION to conduct an annual briefings or orientation for all employees within the negotiating unit for the purpose of enlightening them on their rights, obligations and responsibilities under the law and in this agreement. Attendance in such orientation or seminar shall be compulsory.

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Checked by [Signature]	
Reviewed by [Signature]	
DATE: JUL 27 2021	

Section 29. The CITY shall allow the ASSOCIATION to conduct on official time an orientation program, if necessary, at least once every quarter, for newly appointed and/or hired employees, for the benefit of information regarding the ASSOCIATION Constitution's and By-Laws, programs, activities, and benefits.

Section 30. The CITY shall allow the ASSOCIATION to conduct labor education and capability-building programs for its officers at least every semester.

Section 31 The CITY shall allow the attendance, on official time, of a minimum of five (5) representatives of the ASSOCIATION in conferences, conventions and other forum related to public sector unionism.

Section 32. The ASSOCIATION, exclusively employing its own resources, shall cause the printing and dissemination of copies of this Agreement to all employees, not later than one (1) week from the signing thereof.

Section 33. All labor education activities conducted or participated in by the ASSOCIATION or it's members/officers shall be on official time, unless otherwise agreed upon in writing by the Parties.

ARTICLE VIII
UNION CHECK-OFF

Section 34. The CITY agrees to collect association donations or contributions, dues, fees and other union obligations, fines and other such assessments as may be imposed by The ASSOCIATION from the payroll on its members, provided the individual check-off authorization supported by ASSOCIATION Board Resolution to this effect, together with The ASSOCIATION deduction list are submitted to The CITY thru the HRM Office. The deduction list must be submitted on or before the 5th day of every month and ensuing collection shall be remitted to the ASSOCIATION Treasurer or his duly authorized representative through a check paid to the order of The ASSOCIATION on or before the 15th day of the following month.

The ASSOCIATION hereby undertakes to save the CITY from any responsibility or liability for any controversy that may arise from the Association's use or application collected from the foregoing payroll deductions for in the next preceding paragraph hereof.

Section 35. **AGENCY FEE.** A deduction of a reasonable amount agreeable to and reduced to writing by the Parties shall also be made from non-union members of the ASSOCIATION who accepts and enjoy the benefits of this Agreement pursuant to PSLMCResolution No.01,s.1993 and PSLMC Resolution No. 15, s. 2013. However the CNA incentive that will inure to the management is not subject to the Agency Fee.

ARTICLE IX
LEAVE PRIVILEGES

Section 36. The CITY agrees to grant special leave privileges in accordance with existing laws. As a general rule, the special leave privileges are non-cumulative and cannot be converted into its money value, and such leave shall not be charged/deducted against the employees' accumulated leave credits.

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ON/VOO CITY LEGAL OFFICE
_____ Approved
_____ Separate Opinion
<input checked="" type="checkbox"/> Contrary to laws, public policy, moral.
_____ Amendments/Revisions
DATE: JUL 27 2021

ARTICLE X
MISCELLANEOUS PROVISIONS AND SPECIAL PRIVILEGES

Section 37. In addition to Maternity Leave granted by law to pregnant women employees, and in order to safeguard the pregnancy of women employees affected by stress in attending to their regular working conditions, The **CITY** shall give special considerations regarding the regular assignments of pregnant women employees. Such special considerations, however, must be requested by the pregnant women-employee concerned giving a written explanation, and if necessary, submit a medical certificate for the purpose.

Section 38. The **CITY** shall strictly adhere to the provisions of Rehabilitation Leave for job-related injuries pursuant to Section 55 of CSC MC No. 41, s. 1998 and implementing guidelines that may be issued for the purpose.

Section 39. The **CITY** shall allow flexible working hours and overtime when demanded by the nature of work and exigency of the service and adopt schemes that will allow employees rendering overtime to be compensated through time/days off work in lieu of overtime pay, in accordance with guidelines jointly issued by the Department of Budget and management (DBM) and the Civil Service Commission (CSC), Joint Circular No. 2-A, s. 2005 dated July 1, 2005 amending Section 5.5.2 of Joint CSC-DBM Circular No. 2 series of 2004, which provide for a uniform policy on availing the Compensatory Time Off (CTO) in lieu of the overtime pay, must strictly observed Adherence to 40-hour work-week as required by EO R.A. 292 (the Administrative Code of 1987) and its IRR shall, as far as practicable, be faithfully observed.

Section 40. The **CITY** shall provide legal assistance to an employee who issued in the performance of his/her employment and within the scope of his/her functions, duties and responsibilities, provided the adverse party is not the city government.

Section 41. Within 30 days after approval of this Agreement, there shall be created a Labor Management Consultative Council which shall have the purpose of maintaining continuous lines communication, consultation and dialogue between the **CITY** and the **ASSOCIATION** and shall be composed of:

- a.) Four (4) representative from the **CITY**, to be designated by the City Mayor; and,
- b.) Three (3) representatives from the **ASSOCIATION**.

The Council shall convene once a month to discuss and resolve any controversy arising from the interpretation and enforcement of this Agreement, policy changes or programs pertaining to terms and conditions of employment, matters devoted to work productivity and other similar issues.

In the event of a dispute arising from the interpretation and enforcement of this Agreement, such dispute shall be resolved by the provisions of Executive Order No. 180 dated June 1, 1987 entitled "Providing Guidelines for the Exercise of the Rights to Organize Employees, Creating a Public Sector Labor-Management Council, and for other Purposes" other pertinent provision of law, and appropriate rules and regulations.

Section 42. The **CITY** and the **ASSOCIATION** shall initiate austerity/ cost cutting measures and systems improvement so that the delivery of service or achievement of agency targets are accomplished at the most economical and practicable method, as follows:

- a. The **CITY** and **ASSOCIATION** shall initiate measures by promulgating a policy requiring various city department/offices to request only vital/essential office equipments/supplies in order to avoid wastage and requiring them justification therefor.

b. The **CITY** and the **ASSOCIATION** shall initiate austerity and cost cutting measures in order for our labor force to be optimally efficient in bringing about a more professional public service delivery and in the achievement of the goals and programs of the **CITY** by means of harnessing the optimum capabilities of all government employees and to rationalize the hiring of Job Order Workers and adopt new technologies such as on-line computerization of different offices/departments.

c. The **CITY** and the **ASSOCIATION** shall jointly institute cost-cutting measures and shall require all employees to adopt such cost cutting measures in the following expenditure items;

- a. Advertising Expenses Training;
- b. Communication Expenses;
- c. Printing and Publication Expenses;
- d. Repairs and Maintenance;
- e. Subscription Expenses;
- f. Supplies and Materials Expenses;
- g. Transportation Expenses;
- h. Travelling Expenses; and
- i. Utility Expenses

Section 43. The Labor Management Consultative Council shall promulgate the necessary rules and regulations to implement these provisions.

ARTICLE XI **CNA INCENTIVE**

Section 44. In recognition of the joint efforts of labor and management in achieving all planned targets, programs and services approved in the City's annual budget at lesser cost, and as a gesture of goodwill and benevolence, and during the duration of this Agreement, the **CITY** shall grant a yearly Collective Negotiation Agreement (CNA) Incentive to the rank and file employees of the **CITY**, and to other employees of the **City**, as provided for in Administrative Order (AO) No. 135 S. 2005 and Budget Circular No. 2020-5, dated November 4, 2020 thereof.

Section 45. CNA INCENTIVE shall refer to the cash incentive provided for in CNAs and supplement thereto, which was granted pursuant to **PSLMC Res. No. 04, S. 2002** to government employees concerned who have contributed either to productivity or cost savings of the City, in Fulfillment of the commitments in the CNA or supplements thereto.

Section 46. Employees Entitled to CNA Incentive:

- a. Rank and file employees of the City who are members of the **Association**;
- b. Rank and file employees who are non members of the **Association**;
- c. Those who perform managerial functions (SG 23 and above)

Section 47. Funding Source. The CNA Incentive shall be sourced solely from savings from the available balances of the available Maintenance and Other Operating Expenses (MOOE) allotments after considering the FY 2020 requirements and compliance with the COVID-19 measures prescribed under Republic Acts No. 11469 and No. 11494, provided further that the same public have become available as a result of cost-cutting and systems improvement measures undertaken collectively by the agency and its personnel, as identified in their respective CNA and supplements thereof. Such fund sources shall be limited to the following MOOE items defined under the Government Accounting and Auditing Manual:

APPROVED
CITY LEGAL OFFICE
DATE: JUL 27 2022

- a. Advertising Expenses;
- b. Communication Expenses;
- c. Printing and Publication Expenses;
- d. Repairs and Maintenance;
- e. Subscription Expenses;
- f. Supplies and Materials Expenses;
- g. Transportation and Delivery Expenses;
- h. Travelling Expenses; and
- i. Utility Expenses

The following shall, in no case, be used as fund source of the CNA Incentive:

- a. Balances of allotment for programs/activities/projects which were later discontinued or deferred; and
- b. Released allotments intended for acquisition of goods and services to be distributed/delivered to, or to be used by agency clients.

Items under Personnel Services, other MOOE, and /or Capital Outlay shall not be used to increase the allowable MOOE items as fund source for the FY 2020 CNA Incentive.

Such savings were generated out of the cost-cutting measures identified in the CNA and supplements thereto;

- a. Such saving shall be reckoned from the date of signing of the CNA and supplements thereto;
- b. Such savings shall be net of priorities in the use thereof, such as augmentation of amounts set aside for compensation, bonus, retirement gratuity, terminal leave benefits, and other personnel benefits authorized by law and in special and general provisions of the Annual General Appropriations Act as well as other MOOE items found to be deficient. Augmentation shall be limited to the actual amount of deficiencies incurred; and
- c. The basic rule that augmentation can be done only if there is deficiency in specific expenditure items, should be strictly observed.

Section 48. The CITY may pay the CNA Incentive from savings in the approved budget.

Section 49. Procedural Guidelines in the grant of CNA INCENTIVE:

- a. An Employees' Organization-Management Consultative Committee or a similar body composed of designated representative from the City and the Association shall determine if the agency is qualified for the grant of CNA incentive base on compliance with the requirements under the applicable DBM Circular. If qualified, the Committee shall review the agency's financial records and submit recommendations on the following approval by the agency head:

<p>RECEIVED</p> <p>CITY LEGAL OFFICE</p> <p>Approved</p> <p>Separate Opinion</p> <p>Drafted by CLO</p> <p>Not contrary to laws, public policy, moral.</p> <p>Amendments/Revisions</p> <p>DATE: JUL 21 2021</p>	<p>b.</p>
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- i.) The total amount of allowable MOOE allotments hereof which has become available as a result of cost-cutting and systems improvement measures identified in the CNAs and supplements thereof, and which was the result of the joint efforts of management and employees.
- ii.) The internal guidelines to be followed in the grant of the CNA Incentive, such as: (a.) the specific criteria for determining who are entitled; and (b.) which was the result of the joint efforts of the management and employees;
- iii.) As provided under Section 7(d) of the General Provision of FY 2020 GAA, the payment of the CNA incentive shall be subject to approval by the Agency head and made only during the validity of appropriations. Any excess, amount from the allowable MOOE allotments after payment of the CNA Incentive shall revert to the General Fund.

c. The individual amount of the CNA Incentive to be granted to the employee concerned shall be based on the number of months rendered service during the particular year under consideration, subject to existing accounting and auditing laws, rules and regulations.

d. The agreement as to the amount of the CNA Incentive to be granted to the employees concerned shall be incorporated in a written resolution to be signed by the representative of both parties and noted by the City Mayor. This resolution shall serve as basis for accounting and auditing purposes which is provided in the Budget Circular No. 2020-5, dated November 4, 2020.

ARTICLE XII

EMPLOYEES HEALTH CARE BENEFITS

Section 50. The CITY shall ensure the health and well-being of its employees by guaranteeing that all health benefits under the law are made available to all employees, including regular medical check-ups in government hospitals/clinics subject to guidelines that may be issued for the purpose. Further, the CITY shall provided medical diagnostic equipments, reagents and vaccines that will be used in order to provide free thorough executive medical-dental check-up and vaccines in all clinics and hospital facilities owned and operated by the government.

- * Medical Check-up
- * Annual Chest X-rays
- * Annual Pap smear for women
- * Annual Prostate evaluation for men
- * Examinations (Urine, Fecal, Dental, Eye and others)

1. Annual treatment /vaccinations against communicable diseases (e.g. Hepatitis B, Flu etc.) for all government employees.
2. Training of qualified first-aiders and provision of first-aid facilities for every office or department.
3. First Aid Kits & Fire Extinguishers for every office or department and training of employees on the proper use of them.
4. Safety devices and proper outfits like mask, gloves, raincoats, boots and other materials for the safety of employees particularly those exposed to abnormal working construction maintenance men, slaughterhouse personnel, drivers, heavy equipment operators, auto mechanics, security guards, watchmen and traffic/city aide, market and slaughterhouse revenue collectors, agricultural and veterinary technicians/technologists, sanitary health field workers, daycare workers, licensed meat/fish/building/business/zoning inspectors.

ARTICLE XIII

EMPLOYEES HOUSING PROGRAM

Section 51. The CITY shall assist employees in the house and lot acquisition.

This assistance for an acquisition of a lot and house shall be extended by to the City to all interested qualified regular employees. Payment of a lot and/or house of which shall be on an easy monthly installment basis, thru Salary Deduction Scheme, provided qualification of applicants shall be determined and screened by the Housing Committee created by the CITY.

ARTICLE XIV
APPLICABILITY OF ALL LAWS, ADMINISTRATIVE ORDERS, RULES & REGULATIONS ENACTED/ISSUED BY CONCERNED GOVERNMENT AGENCIES.

Section 52. All laws, administrative orders, rules & regulations enacted/issued by concerned agencies of the government, enacted/issued before the signing of this Agreement shall be considered part hereof and those enacted issued after the signing of this Agreement shall have suppletory or amendatory effect thereof as the case maybe.

ARTICLE XV
SAVING CLAUSE

Section 53. Any provision in this Agreement which is held contrary to law or declared invalid by any court of competent jurisdiction, or which may be subsequently modified on amendments by all the parties shall be automatically invalidated but all other provisions or applications not affected thereby shall continue to be in full force and effect.

ARTICLE XVI
EFFECTIVITY OF THE AGREEMENT

Section 54. This CNA shall take effect upon its signing by the **PARTIES** and shall remain in effect until _____ 2024 or for a period of Three (3) years. In case no new CNA is negotiated prior to the expiration hereof, this Agreement shall remain in full force and effect a period of another Three (3) years, provided efforts have been made, in concluding that a new CNA resulted into a deadlock, which presupposes that a new CNA was submitted to the Management prior to the expiration of the existing CNA.

Not contrary to laws, public policy, moral
This Agreement within thirty (30) days from its execution shall be submitted to the CSC-PRO for registration to comply with the provisions of **RULE XIII, Sec. 1**, of the Rules and Regulations to govern the exercise to right of government employees to self-organization dated September 28, 2004.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Collective Negotiation Agreement this _____ day of _____.

CITY GOVERNMENT OF ORMOC

Represented by:


RICHARD I. GOMEZ
City Mayor

Signed in the Presence of:

VINCENT L. EMNAS
City Administrator

**CITY OF ORMOC GOVERNMENT
EMPLOYEES ASSOCIATION (COGEA)**

Represented by:


RODRIGO A. RIVERA
COGEA President


ALBERTO P. ROJAS
COGEA Vice President

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Ormoc) s.s.

BEFORE ME, this _____ day of _____ personally appeared **RICHARD I. GOMEZ** for the **CITY OF ORMOC**, with CTC No. _____ issued on _____ in Ormoc City and **RODRIGO A. RIVERA** for the **ASSOCIATION**, with CTC No. 16459465 issued on February 3, 2021 in Ormoc City, known to me and to me known to be the same persons who executed the foregoing Collective Negotiation Agreement and acknowledge the same as their free act and voluntary deed.

This instrument consisting of ten (10) pages including this page whereon the acknowledgement is written, has been signed by the parties on each and every page thereof, and relates to a Collective Negotiation Agreement.

IN WITNESS HEREOF, I have hereunto affixed my notary seal on that day, month and year above written.

Doc. No. _____
Page No. _____
Book No. _____
Series No. _____

FILED
CITY LEGAL OFFICE
_____ Reviewed
_____ Separate Opinion
_____ Drafted by CLO
_____ Not contrary to law, public policy, moral.
_____ Amendments/Revisions
Notary Public DATE: JUL 27 2021