

COLLECTIVE NEGOTIATION AGREEMENT

LET ALL TO WHOM THESE PRESENTS MAY COME TO KNOW:

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

The **JUVENILE JUSTICE AND WELFARE COUNCIL (JJWC)**, an attached agency of the Department of Social Welfare and Development (DSWD) duly organized and established by virtue of Republic Act 9344 of 2006, as further amended by Republic Act 10630, dated October 13, 2013 with principal office address at #56 Matimtiman St., Teachers Village East, Quezon City 1101, duly represented in this Agreement by its Executive Director Atty. Tricia Clare A. Oco herein referred to as the "AGENCY"

-and-

The **JJWC EMPLOYEES ASSOCIATION**, a duly organized and existing public sector ASSOCIATION, with Certificate of Registration No. 1979 issued on 3 September 2015 by the Department of Labor and Employment (DOLE) - Civil Service Commission (CSC) and Certificate of Accreditation No. _____ issued by the Civil Service Commission (CSC) on _____, and duly-accredited as the sole and exclusive collective negotiating agent for all rank-and-file employees of the AGENCY nationwide with principal office address at #56 Matimtiman St., Teachers Village East, Quezon City 1101, duly-represented in this Agreement by its President, Ms. Laureen C. Musa, herein referred to as the "ASSOCIATION";

WITNESSETH:

WHEREAS, the 1987 Constitution of the Republic of the Philippines grants to government workers the right to form unions and to collective negotiations in the following provisions:

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

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

Art. 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;"

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, 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 1, 1987 and CSC MC No. 55, s. 1990, provide that the terms and conditions of employment in the public sector, or the improvement thereof, except those that are fixed by law, may be subject of negotiations between duly recognized employees ASSOCIATIONS and appropriate government authorities;

WHEREAS, the AGENCY supports the rights of employees to self-organization and collective negotiations;

WHEREAS, the ASSOCIATION is duly-accredited as the sole and exclusive collective negotiating representative of all rank-and-file employees of the AGENCY as herein defined under Article II;

WHEREAS, the AGENCY and the ASSOCIATION have mutually agreed to promote a working environment that is conducive to a harmonious relationship between them, an atmosphere that enhances employees' welfare and productivity, and a relationship that contributes to effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the parties hereby agree and bind themselves as follows:

ARTICLE I

DECLARATION OF PRINCIPLES

Section 1. The ASSOCIATION recognizes and respects the authority of the AGENCY in the implementation of existing laws governing the terms and conditions of employment in the government; establishment of office policies, guidelines, procedures, rules and regulations on such personnel actions as hiring, promotion, reassignment, termination as a result of disciplinary action; and the provision and maintenance of employee welfare and benefits provided under the law.

Section 2. The AGENCY shall include in its Annual Budget a Provision for CNA Benefits of rank-and-file employees nationwide, sufficient to cover such cash and non-cash benefits to be enumerated in this Agreement

Section 3. The AGENCY shall consult the ASSOCIATION in all matters affecting the rights, welfare and other concerns of the rank-and-file employees.

Section 4. The Agency shall not interfere with the establishment, organization, operation, peaceful concerted activities and administration of the ASSOCIATION, nor perform or cause the performance of such acts designed to place the ASSOCIATION under its control

Section 5. The ASSOCIATION shall participate in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of the employee and improvement of service to the public. As such, its representative/s shall sit as member/s in committees as may be provided by law and CSC rules and regulations

in cases employee welfare, rights and benefits are the subject of discussion.

Section 7. The activities of the ASSOCIATION shall be in consonance with its Constitution and By-laws and shall be consistent with the duty of government to provide effective and dependable public service, where it is paramount and shall not be prejudiced in any way.

Section 8. The AGENCY and the ASSOCIATION recognize the basic rights of workers to a living wage, security of tenure, career development and humane working conditions.

Section 9. The AGENCY and the ASSOCIATION agree to observe national policies, as well as the policies of international organizations that the Philippines has ratified, regarding the rights of workers to self-organization, collective bargaining and negotiation and to concerted actions, including the right to strike, in accordance with law.

Section 10. The AGENCY and the ASSOCIATION shall promote a progressive and harmonious relationship and uphold to the letter and spirit of this Agreement.

ARTICLE II

SCOPE OF COVERAGE

Section 1. The AGENCY and the ASSOCIATION hereby agree that this Collective Negotiation Agreement (CNA) covers all the rank-and-file employees of the JJWC, except those specifically excluded by PSLMC Resolutions No. 2, s. 1993, or those whose functions are normally considered as policy-determining, managerial, or highly confidential in nature.

It is understood in this Agreement that the AGENCY refers to all of the JJWC, its National and Regional Secretariats.

ARTICLE III

DEFINITION OF TERMS

Section 1. MEMBERSHIP FEE- refers to the one-time payment for inclusion of members to the ASSOCIATION, in accordance with its Constitution and By-laws.

Section 2. ASSOCIATION DUES-refer to the regular monthly contributions of members to the ASSOCIATION in accordance with its Constitution and By-laws.

Section 3. AGENCY FEES-refer to the amounts assessed and collected by the Association from the employees of the AGENCY who are not members of the ASSOCIATION but who enjoy the benefits under this collective negotiation agreement.

Section 4. NEGOTIATION UNIT-it is between the Agency represented by its principal officer and the Association represented by its designated officers.

Section 5. CHECK OFF-refers to payroll deduction on ASSOCIATION's monthly dues and membership fees of non-association members who accept and enjoy the benefits successfully negotiated by the ASSOCIATION.

ARTICLE IV

ASSOCIATION RECOGNITION

Section 1. The AGENCY recognizes the ASSOCIATION as the sole and exclusive collective negotiating agent of all rank-and-file employees of the JJWC as defined under Article II.

Section 2. The AGENCY shall deal only through, and directly with, the ASSOCIATION on all matters and issues affecting the rights, benefits and interests of all covered rank-and-file employees in relation to the terms and conditions of their employment with the JJWC.

Section 3. The AGENCY shall not discriminate against any employee due to, nor because of, his/her membership with the ASSOCIATION, acts performed in accordance with law, or actions done consistent with its Agreement.

Section 4. The AGENCY shall allow ASSOCIATION principal officers, thirty (30) days of official time off per year, which shall be non-cumulative/non-commutative for purposes of attending workers' education programs, seminars, meetings, conventions, conferences, symposia, general assemblies, capability-building programs, including leadership training in trade unionism, workers' congresses and similar activities here and abroad, subject to the exigencies of the service and in line with CSC MC No. 43, s. 1993, and CSC MC No. 16, s. 1998 subject to the exigencies of the service and the usual notification requirement. Expenses in connection with such activities, when held within the country, shall be shouldered by the Agency but limited to only five (5) participants subject to the existence of free unencumbered savings of the Agency as defined in PSLMC Resolution No. 04, S. of 2002.

Section 5. The AGENCY recognizes the right of the ASSOCIATION to check-off or payroll deduct from the salaries of its member's ASSOCIATION dues and membership fees, the check-off shall commence without need of any written individual authorization for the purpose from ASSOCIATION members. The ASSOCIATION shall regularly provide the AGENCY with its Updated Roster of Members.

The AGENCY shall remit all collections to the ASSOCIATION Treasurer within fifteen (15) working days after payroll period, where the deductions had been made; Provided, that the net take home pay of an employee shall not be less than an amount as provided by law.

Section 6. The AGENCY recognizes the right of the ASSOCIATION to collect an Agency Fee, whose amount is equivalent to 25 percent of the monetary value received by non-ASSOCIATION-members for the first Year-End CNA Incentive Bonus, but for any other bonuses or incentives, in no case shall it exceed 20% per year, without need of any written individual authorization from non-ASSOCIATION-members covered by the CNA

who benefit from the implementation of this Agreement.

Section 7. The AGENCY recognizes the right of the ASSOCIATION to collect Mutual Aid Fees, in the amount assessed and to be collected without need of any written individual authorization for the purpose from ASSOCIATION members.

Section 8. The AGENCY shall allow the ASSOCIATION to hold activities for its fund raising campaign. The proceeds shall be used for the welfare and benefits of the ASSOCIATION members.

Section 9. The AGENCY recognizes the right of the ASSOCIATION to be represented in all of the following JJWC existing committees or bodies concerning employees' rights and welfare, including those that may be subsequently formed or established by the AGENCY by regulation, prescribed or specified by CSC policies, rules and regulations:

- 11.1 Personnel Selection Board
- 11.2 Personnel Development Committee;
- 11.3 Program on Awards and Incentives for Service Excellence Committee;
- 11.4 Grievance Committee;
- 11.5 Welfare Fund;
- 11.6. Performance Evaluation Review Committee;
- 11.7. Uniform/Clothing Committee;
- 11.8. Public Bidding and Awards Committee;
- 11.9. Integrity Management Committee; and
- 11.10. Special Committees such as Reorganization/ Staffing/ Placement, Sports, Cultural, Recreational, Anniversary and Christmas Celebration, among others.

Section 10. The AGENCY shall be informed in writing by the ASSOCIATION of the names of its officers duly elected to the Board of Trustees and any substitute or changes of such ASSOCIATION officers within fifteen (15) days from their official election/designation, as well as their functions and duties as defined in accordance with the UNION's Constitution and By-laws.

Section 11. The AGENCY may provide a service vehicle, if any, for the use of the ASSOCIATION in the National and Regional levels to enable the ASSOCIATION officers to attend official meetings called by any government agency, or other duly accredited organizations on matters concerning the welfare of the employees, subject to the availability and existing policies on the use of service vehicle.

Section 12. The AGENCY shall furnish the ASSOCIATION every semester with a copy of its Approved Plantilla of Positions.

Section 13. The AGENCY upon request shall furnish the ASSOCIATION with copies of Financial Reports, e.g., Welfare Fund and Provident Fund, annual approved performance budget, statement of expenditures, COA audit reports and other pertinent information in its possession, and such other Financial Reports covering matters of employees' concern.

Section 14. Clearance from the ASSOCIATION. The Agency shall require from the employees who will retire, transfer, or resign, clearance from the ASSOCIATION, for property and monetary accountabilities and obligations.

Section 15. The AGENCY shall be responsible for the printing and distribution of copies of this Agreement to all rank-and-file employees nationwide. Copies of this Agreement shall be distributed not later than one (1) week from the date of signing hereof.

ARTICLE V

GRIEVANCE MACHINERY/SETTLEMENT

Section 1. The AGENCY shall provide opportunity for the Association to participate in the drafting and implementation of the the Grievance Machinery pursuant to CSC MC No. 02, s. 2001 and in accordance with the Omnibus Rules Implementing Book V of EO 292, for the purpose of strengthening employee-management relations and resolving conflicts at the lowest possible level of the AGENCY.

Section 2. The AGENCY shall take disciplinary action against employees only for just and proven cause and upon the observance of the principles of due process.

ARTICLE VI

RECRUITMENT, PROMOTION & TERMINATION

Section 1. The AGENCY shall ensure adherence to the recruitment, promotion and termination policies under existing laws and as approved by the CSC rules and regulations in consultation with the ASSOCIATION.

Section 2. The AGENCY shall ensure that selection and promotion of rank-and-file employees shall be in accordance with merit and fitness as provided in the Constitution, pertinent laws, rules and regulations. In this regard, a representative of the ASSOCIATION shall be a member of the Personnel Selection and Promotions Board for the first- and second-level employees respectively, in the national and regional levels.

Section 3. The AGENCY shall ensure that the next-in-rank system shall be considered and adopted in the promotion process; thus, all qualified next-in-rank employees shall become automatic contenders for promotion. (Section 4, Rule VI, Book V of EO 292)

Section 4. The AGENCY shall ensure that in case of vacancy of any regular position qualified casual, temporary and contractual employees in the AGENCY shall be given equal opportunity or preference to be hired.

Section 5. Except for voluntary resignation, retirement, or termination of contract or appointment, all employees shall be terminated only for just and proven cause after observance of due process.

Section 6. The Agency shall inform the Association regarding any program of

reorganization or internal re-structuring involving the creation, abolition, reclassification, or upgrading of positions.

In case of reorganization, the Agency shall guarantee that no employee of the Agency of permanent status shall involuntarily lose his/her job, subject to applicable laws, rules and regulations.

ARTICLE VII

ECONOMIC BENEFITS

Section 1. CNA YEAR-END INCENTIVE BONUS. The AGENCY shall release a CNA Year-End Incentive Bonus to all rank-and-file employees who have rendered employment service of at least four (4) months as of November 30 of each year. The amount of Php 25,000.00 per employee or an amount to be determined by the DBM shall be given to each employee subject to government rules and regulations. This Incentive shall be released not earlier than December 15, 2015 or as soon as savings have been determined by the JJWC and every year thereafter.

Section 2. ANNIVERSARY BONUS. The Agency shall provide Anniversary bonus to all officials and employees subject to CSC/DBM existing rules and regulations.

Section 3. SHUTTLE BUS/ VEHICLE SERVICE. The AGENCY shall provide shuttle service or appropriate vehicles to fetch and ferry employees to enable them to report for work on time in the morning and to safely return home in the afternoon after working hours, when available.

ARTICLE VIII

OTHER PRIVILEGES

Section 1. The AGENCY shall allow all employees who are about to retire from their Official duties and functions to be considered on official time at least one (1) month prior to their last day of service, to enable the employee to transact/ facilitate the release of their clearances from other government agencies

Section 2. The AGENCY shall assist and/or facilitate the release of retirement pay benefits to all retiring employees.

Section 3. The AGENCY shall allow all employees, who have transactions with other government offices such as GSIS, PAG-IBIG, NSO, NBI, PNP, PRC and DFA for clearances related or incidental to employment, to be considered on official time, subject to the exigencies of the service.

Section 4. The AGENCY shall provide legal service and representation, to an employee who is:

- a) Sued for acts committed arising from his/her employment and within the scope of his/ her official duties and responsibilities; and
- b) Required to appear in court on matters arising from or in the course of

his/ her employment and within the scope of his/her official duties and responsibilities.

However, nothing in this provision shall be construed to mean that the AGENCY shall provide legal assistance and representation where the employee is sued in his/ her personal capacity, for acts beyond the scope of his/her official duties and responsibilities, or in criminal cases or civil suits for damages arising from felony.

Section 5. The Agency shall ensure full support to the employees' Cooperatives business activities. Primarily, the Cooperative shall be aimed at improving the economic conditions of its members in compliance with the provisions of Cooperative Development Authority.

ARTICLE IX

WELFARE AND DEVELOPMENT PROGRAMS

Section 1. HEALTH PLAN. The Association in coordination with the Agency, shall identify and engage the services of a comprehensive HMO/ health care service provider for the Agency's officials and employees.

Section 2. MEDICAL CLINICS AND FIRST AID FACILITIES. The AGENCY shall provide adequate space within its existing facilities and building for the establishment of medical clinics.

In areas where medical clinics could not immediately be established, the AGENCY shall provide the necessary first aid kits in all its offices, strategically locating such kits in immediately accessible areas. For this purpose, teams of employees shall be formed and trained in first aid. (CSC MC No. 33, s. 1997)

Section 3. SAFETY AND SANITATION. The Agency shall comply with existing regulations on safety, health, and sanitary working conditions. Among others, the Agency shall provide the following:

- a. Adequate janitorial services
- b. Personnel protective equipment and tools, where necessary
- c. Adequate security and protection for employees and properties while inside Agency premises

Section 4. WELLNESS, PHYSICAL AND SOCIAL PROGRAMS. The AGENCY, with the participation of the ASSOCIATION, shall develop, and allocate funds for, wellness, physical, social and cultural programs designed to promote employees' wellness and uplift their morale.

The ASSOCIATION shall regularly submit, and coordinate the implementation of, a yearly program for wellness, sports and social activities; Provided, that the necessary funds to be utilized for these activities shall be held by accountable officer/s of the AGENCY.

Section 5. FAMILY WELFARE ACTIVITIES. The AGENCY, with the participation of

the ASSOCIATION, shall develop family welfare-oriented activities, especially during summer and school breaks for the benefit of the employees' children and their families.

Section 6. EDUCATION AND SCHOLARSHIP. The AGENCY, with the participation of the ASSOCIATION, shall develop an education and scholarship program for all rank-and-file employees. The scholarships program shall cover undergraduate and post-graduate studies as well as technical or skills training, seminars, workshops, fellowships, study grants and similar undertakings. It shall allow employees to avail of BAR and Board Review, Dissertation, and Thesis Writing Leave for a maximum of six (6) months with pay pursuant to CSC Memorandum Circular #14, series of 1999.

ARTICLE X

COST REDUCTION MEASURES AND CNA INCENTIVE

Section 1. The Agency and the ASSOCIATION shall jointly institute cost-cutting measures to generate savings for the grant of CNA Incentive during the effectivity of this Agreement. The same, however, should not prejudice the efficient delivery of service to the Agency's clients or be disadvantageous to the employees.

Section 2. Public Sector Labor Management Council Resolution No. 4, s. 2002, the grant of CNA Incentive shall be made after the generation of savings. The measures in the generation of savings shall not be limited to the following:

- a. Savings from supplies of the National and Regional Secretariat through proper utilization
- b. Energy, fuel and water conservation
- c. Limited subscription of newspapers and other publications
- d. Efficient utilization of office equipment and communication facilities including Internet service
- e. Strict adherence to Administrative Order 103,
- f. Waste segregation and recycling, and
- g. Other cost cutting measures in project implementation

The ASSOCIATION shall create a Technical Working Group to monitor the strict implementation of existing Agency issuances relative to the cost cutting measures to generate savings. The TWG will submit a monthly report to their corresponding administrative offices.

Section 4. Coverage. All rank and file members shall be entitled to the CNA Incentive. However, for those who will be separated from the service any time of the calendar year shall be entitled to a prorated CNA Incentive computation, except for those found guilty of administrative, civil and/or criminal case.

ARTICLE XI

IMPLEMENTATION AND MONITORING SCHEME

Section 1. INTERPRETATION. If there is any conflict between the provisions of this Agreement and any rules and regulations promulgated by the AGENCY, further

negotiations will be undertaken. However, enforceability of this Agreement may be modified by the passage of amendatory laws or by issuances of duly constituted higher authorities.

Section 2. ASSOCIATION-MANAGEMENT COORDINATING COMMITTEE. For the smooth implementation of this CNA, an ASSOCIATION-Management Coordinating Committee shall also serve as representatives from each party. The following shall be the functions and responsibilities of the committee.

- a) Monitor the implementation of this Collective Negotiation Agreement, and report conflicts or problems in its implementation at the national and regional offices.
- b) Recommend solutions to controversies or conflicts arising from the interpretation and/or enforcement of this agreement.

ARTICLE XII

SOURCE OF FUNDING FOR CNA BENEFITS

The AGENCY shall allocate funds for CNA subject to DBM Rules and Regulations.

ARTICLE XIII

ENTIRETY AND MODIFICATION CLAUSE

The AGENCY and the ASSOCIATION agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter herein. Both parties agree that all items have been discussed during the negotiations leading to this Agreement and, therefore agree that negotiations will not be reopened on any item during the life of this Agreement except by mutual consent in writing or as otherwise provided herein.

ARTICLE XIV

SEPARABILITY CLAUSE

If any provision on this Agreement is held contrary to law or declared invalid by any court of competent jurisdiction, or subsequently modified or amended by mutual consent of the parties, the remaining provisions thereof shall continue to be valid and effective.

ARTICLE XV

EFFECTIVITY AND CONTINUITY CLAUSE

Section 1. EFFECTIVITY. This Agreement shall become effective immediately after it's signing and ratification by the majority of the employees in the Collective Negotiation Unit and shall remain in full force and effect for a period of three (3) years.

Section 2. RENEGOTIATION. Both parties agree to meet not later than sixty (60)

calendar days prior to the expiration of this Agreement for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of the other party's rights during the freedom period, the provisions of this Agreement, including modifications or amendments thereof, shall remain in force and effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have hereunto signed this Agreement this ___ th day of _____ 2015 in Quezon City, Philippines.

FOR THE:

JUVENILE JUSTICE AND
WELFARE COUNCIL

ATTY. TRICIA CLARE A OCO
Executive Director

FOR THE:

JJWC EMPLOYEES ASSOCIATION

LAUREEN MUSA
President

SIGNED IN THE PRESENCE OF

JJWC Management :

MARICRIS E. CALIPIO-CABURAL
Deputy Executive Director

JJWCEA NEGOTIATING PANEL:

LEANDRO MARTINEZ
Vice-President, JJWCEA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA) S.S.

22 OCT 2015

BEFORE ME, a Notary Public, for and in Quezon City, Metro Manila, this ___ day of _____, 2015, personally appeared:

Name

TIN No.

Atty. Tricia Clare A. Oco
Laureen C. Musa

208-072-819

All known to me and to me known to be the same persons who executed the foregoing COLLECTIVE NEGOTIATION AGREEMENT and they acknowledged to me that the same is their free act and voluntary deed and of the organizations they duly represent.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal on the date and at the place first above written.

NOTARY PUBLIC

ATTY. H. FABRE LUNA

Notary Public

Until December 31, 2016

PTR. No. 0596187 1-7-15

IBP No. 0982538 1-7-15

Roll No. 20408

MCLE Compliance No. V-0003825 10-01-14

NP No. 067

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