

THE THIRD

COLLECTIVE NEGOTIATION AGREEMENT (CNA)

by and between the

NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)

and the

ORGANIZATION OF NEDA EMPLOYEES (ONE)



*Extra de
NEDA
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THIRD COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This **THIRD COLLECTIVE NEGOTIATION AGREEMENT**, hereinafter referred to as CNA or Agreement, entered into by and between:

The **National Economic and Development Authority**, hereinafter referred to as **NEDA**, a government entity existing under and by virtue of Executive Order (EO) No. 230 dated 22 July 1987 with principal office address at #12 NEDA-sa-Pasig Building, Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, represented by Socioeconomic Planning Secretary **ARSENIO M. BALISACAN**

-and-

The **Organization of NEDA Employees**, hereinafter referred to as **ONE**, a duly organized and legitimate public sector labor organization with Registration Certificate No. 421 dated 09 March 1995, issued by the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC), and duly accredited by the CSC under Accreditation Certificate No. 312 dated 20 May 2002, with principal office address at #12 NEDA-sa-Pasig Building, Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, represented by its President, **BABY CATHERINE B. CRUZ**.

WITNESSETH:

WHEREAS, the 1987 Philippine Constitution recognizes and guarantee, among others, the rights of government employees to form unions, self-organization and to engage in collective negotiations, as embodied in the following provisions:

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

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

WHEREAS, EO 180, issued on 01 June 1987, and CSC Memorandum Circular (MC) No. 55, s. 1990, provide that the terms and conditions of employment in the public sector, or improvements thereof, except those that are fixed by law, may be the subject of negotiations between accredited unions and appropriate government authorities;

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

WHEREAS, ONE, under Accreditation Certificate No. 312 dated 20 May 2002, was accredited by the CSC as the sole bargaining organization for all the rank and file employees of NEDA;

WHEREAS, NEDA views collective negotiation as a useful mechanism and instrument to uphold the principles of partnership, participation and empowerment and to maintain an environment responsive to the needs of every member and conducive to building integrity, professionalism and excellence of each and every staff;

WHEREAS, the Second CNA between NEDA and ONE, which was registered with the CSC on 01 June 2010, covers the period from August 2009 to August 2012 but remains to be in full force and effect until a new CNA is negotiated, signed and duly ratified;

WHEREAS, NEDA and ONE have mutually agreed to promote decent working conditions and harmonious relationships between them in order to enhance employees' welfare and productivity and to maintain NEDA's integrity and competence as a development institution;

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

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. NEDA and ONE recognize the basic rights of all employees to a just and decent salary, security of tenure, career development and humane conditions of work.

Section 2. ONE recognizes the authority of NEDA in the implementation of existing laws governing terms and conditions of employment; formulation of policies, guidelines, rules and regulations on personnel actions; and the provision and maintenance of employee welfare and benefits provided under the law and this Agreement.

Section 3. NEDA recognizes the autonomy of ONE. It shall not interfere with the establishment, operations and administration of ONE through acts, or any other means/instrument, designed to place the same under its control. NEDA shall not coerce or intimidate, either by force or violence, any member of ONE by virtue of an employee's membership thereof or participation in any of ONE's official and ONE-initiated and -endorsed programs, projects and/or activities.

Section 4. NEDA and ONE believe that men and women are equal, and that all forms of discrimination must be eradicated. Therefore, both parties shall recognize the vital role of collective negotiation in upholding gender-responsiveness in the organization.

Section 5. NEDA and ONE shall observe applicable national and international declarations of policies, rules and regulations on the right of workers to self-organization and collective negotiation.

Section 6. ONE shall participate in the formulation of policies, plans, and programs affecting the rights, career development, welfare and benefits of employees.

ARTICLE II
COVERAGE, MEMBERSHIP, DUES AND FEES

Section 1. The following personnel are covered by this Agreement:

- a. All rank-and-file NEDA employees, based on the Salary Standardization Law, up to salary grade 24, or equivalent rank, regardless of tenure;
- b. All contractual rank-and-file personnel whose contracts are approved by the CSC; and
- c. All other personnel with employer-employee relationship, i.e., non-organic project-hired personnel may be extended with non-monetary benefits in accordance with their contract.

Section 2. Payment of membership fees, union dues and agency fees shall be made to ONE.

Union dues refer to the annual contributions of members in accordance with ONE's Policy Resolution to be submitted to the Administrative Staff, a copy of which shall be provided to the Socioeconomic Planning Secretary through the Deputy Director-General for Central Support Office for information.

Fees refer to either membership fee or agency fee. A membership fee refers to one-time payment to ONE upon admission as member in accordance with ONE's Policy Resolution. An agency fee refers to the amount assessed and collected from employees of NEDA who are not members of ONE but enjoy the benefits and privileges under this Agreement.

ARTICLE III
ONE RECOGNITION, REPRESENTATION, RIGHTS AND PRIVILEGES

Section 1. NEDA recognizes ONE as the sole and exclusive representative of all rank-and-file employees of the NEDA Central Office (CO) and NEDA Regional Offices (NROs).

Section 2. NEDA shall not discriminate against any employee by reason of membership in ONE, or against any officer or duly authorized representative of ONE for acts performed in accordance with this Agreement.

Section 3. NEDA shall deal only through and directly with ONE on all matters and issues affecting the rights, benefits and interests of all rank-and-file employees covered by the Agreement.

Section 4. NEDA shall provide ONE with an office space, inclusive of utilities thereof, office supplies and equipment, and communication facilities, subject to the availability of funds and space.

Section 5. NEDA shall allow ONE to hold meetings on official time. It shall support the assembly of ONE Central and Regional Officers once in every three (3) years prior to the renegotiation of the Agreement, as well as the annual ONE Convention, subject to the

availability of funds. NEDA Central and Regional Offices shall equally share the cost of board and lodging. The cost of transportation may be fully shouldered by the NEDA CO and/or NRO concerned, subject to availability of funds.

Section 6. NEDA shall uphold ONE's effort to undertake economic, social, cultural and sports programs, projects and/or activities that will benefit ONE, its members, and other employees.

Section 7. Upon the request of ONE and subject to the availability of transport services, NEDA may provide transport services to ONE's official and ONE-initiated and -endorsed programs, projects and/or activities.

Section 8. NEDA recognizes the right of ONE to check off or payroll-deduct union dues and fees from the salaries of employees, provided there is a written authorization by the concerned employees. ONE shall be responsible for securing the written authorization from the concerned employees.

Section 9. NEDA agrees to check off or payroll-deduct an agency fee from NEDA employees who are not ONE members but who accept and enjoy the benefits negotiated by ONE, with their written authorization. For this purpose, ONE shall be responsible for securing written authorization from the concerned employees. ONE, in consultation with non-members, shall determine the amount of such agency fee.

Section 10. The check-off collections provided in Sections 8 and 9 of this Article shall be remitted by NEDA to the ONE within one (1) month after the deduction.

Section 11. ONE shall provide NEDA with its audited annual financial report not later than the end of January of the succeeding year. The same report shall be made known to all ONE members.

Section 12. NEDA recognizes the right of ONE to be represented in the following committees and internal bodies:

- a. Management Committee (ManCom);
- b. All Search Committees for Management Positions (SearchCom);
- c. All Selection and Promotion Boards/All Staff Internal Selection and Promotion Committees;
- d. Career Development and Internal Scholarships Committee (CDISC);
- e. NEDA Awards and Incentive System (NAIS);
- f. NEDA Financial and Physical Resources Committee (NFPRC);
- g. NEDA Bids and Awards Committee (NBAC), as an observer; and
- h. Other committees/bodies where ONE's participation is deemed important in promoting the welfare of employees.

Section 13. As a member of the NFPRC, ONE shall be furnished with NEDA's audited financial statements, approved annual budgets and Department of Budget and

Management (DBM) and Commission on Audit (COA) findings/reports/opinions affecting the welfare of rank-and-file employees.

Section 14. Employees shall continue to enjoy all existing rights and benefits already provided by laws, rules and regulation outside of this CNA.

ARTICLE IV

ECONOMIC ASSISTANCE AND GENERAL WELLNESS PROGRAM BENEFITS

Section 1. NEDA may set aside a portion of its budget to its employees, as approved by the Socioeconomic Planning Secretary, but not at the expense of the official services, programs (including the NAIS) and projects as planned and approved by the Agency.

Section 2. A yearly CNA cash incentive shall be given to all NEDA CO and NRO personnel who contributed to the achievement of all planned targets, programs and services approved in the budget of the Agency at a lesser cost.

Section 3. As part of the general wellness program, NEDA may also provide financial assistance to ONE's yearly sports and socio-cultural activities as well as other official and ONE-initiated and -endorsed programs, projects and/or activities.

Section 4. The economic assistance and wellness program benefits will be subject to Agency savings and existing laws, rules and regulations. Should it be disallowed under existing laws, rules and regulations, rectification or refund shall be for the sole account of the individual employee.

Section 5. To ensure that savings will be generated by the Agency, cost-cutting measures shall be undertaken by both Management and ONE so that service delivery and attainment of targets may be achieved at lesser cost. The necessary guidelines for the implementation of such cost-cutting measures shall be formulated as provided for under Article IX of this Agreement, subject to pertinent DBM issuances and rules and regulations.

ARTICLE V

ONE TIME-OFF

Section 1. Pursuant to Executive Order No. 180 and its amended Implementing Rules and Regulations, NEDA shall grant ONE members in the Central and Regional Offices, a maximum of 12 days of noncumulative and noncommutative ONE Time-Off per year; Provided, that these shall be utilized in any manner provided hereunder:

One (1) day per month which cannot be carried over to the following month or a maximum of two (2) days in a quarter can be used consecutively; Provided that the two (2) consecutive days in a quarter shall not be used at the end of the preceding quarter and beginning of the succeeding quarter.

Section 2. The ONE Time-Off shall be used for any of the following purposes subject to existing civil service rules and regulations:

- a. Attend ONE-related activities, worker education programs, seminars, meetings, conventions, conferences, symposia, and other activities like leadership training, trade unionism including livelihood/income-augmenting seminars organized and/or conducted by government agencies and non-government organizations;
- b. ONE members' transactions with government offices and non-government organizations, and similar transactions, not covered by the CSC-approved special privileges;
- c. Attend ONE outreach activities; and
- d. Provision of technical services and support to ONE, as needed.

Section 3. ONE Time-Off is subject to the approval of the concerned ONE official, as endorsed by the Division Chief or Assistant Director or Assistant Regional Director, as the case may be, and confirmed by the Staff Director, Regional Director, Assistant Director-General, Deputy Director-General or Director-General, as the case may be. The concerned employee is required to file the use of the ONE Time-Off at least five (5) working days before the applicable date to allow the Staff/Unit to make adjustments. Other requirements and guidelines for the purpose of implementing this privilege may be provided for through appropriate/applicable instruments to be agreed upon by NEDA and ONE subject to pertinent CSC rules and regulations.

ARTICLE VI OTHER PRIVILEGES

Section 1. NEDA and ONE shall jointly coordinate with appropriate institutions or concerned agencies to provide a total wellness program which includes spiritual, mental, emotional, physical, and social well-being of NEDA employees.

Section 2. NEDA shall also provide personnel assistance to employees in the form of transport support during wake, emergency situation wherein the employee's health and life is at stake, and medical/health-related visits. Transport support includes the use of vehicles, gasoline expenses, driving services, vehicle repairs and assistances during the travel.

In addition, the use of official vehicles may be allowed for "lipat-bahay" of NEDA employees. However, gasoline expenses, driving services, vehicle repairs, such as, flat tire, replacement of burst tire during the travel, shall be shouldered by the employee concerned. In case of vehicle accidents, participation fee shall also be shouldered by the employee concerned.

Section 3. NEDA shall provide space, equipment, facilities and other supplies for sports, recreation, spiritual and other wellness programs, projects and/or activities for its employees, subject to ONE endorsement.

Section 4. In support to initiatives to uphold integrity and maintain professionalism, NEDA shall provide training programs and/or activities that will enhance/improve the technical capacity of its employees. These could be organized by the ONE, in coordination with the Administrative Staff – Human Resource Development Division (HRDD), with financial and administrative support from NEDA, subject to availability of funds.

Section 5. NEDA shall acknowledge or recognize the intellectual or artistic contribution of an employee in the preparation of documents or reports submitted to national or international fora and publications, provided that the output does not require institutional authorship and that the output is a product of an official's and/or employee's expertise. NEDA may also encourage the establishment of a system for preparing Internal Staff Policy or Operational Papers to foster intellectual and professional growth and to promote inter-Staff exchange and discussions on policy issues and operational concerns.

ARTICLE VII IMPLEMENTING AND MONITORING SCHEME

Section 1. ONE-Management Consultative Council – For the purpose of maintaining continuous lines of communication, consultation and dialogue between NEDA and ONE, an ONE-Management Consultative Council, hereinafter referred to as the **Council**, shall be created to be composed of four (4) representatives each from the NEDA Management and ONE panels. The Socioeconomic Planning Secretary shall appoint the NEDA Management representatives while the ONE President shall appoint the ONE representatives. Both parties shall designate their respective representatives within 30 days upon signing of this Agreement. Their term of office shall be coterminous with the effectivity of the CNA and shall remain in effect until a new set of representatives is designated.

Section 2. The following shall be the functions and responsibilities of the Council:

- a. Convene once every three (3) months, or as the need arises, at a place and time agreed upon by the parties;
- b. Monitor and resolve any issues arising from the interpretation and enforcement of this Agreement;
- c. Prioritize the implementation of the provisions of this Agreement subject to the availability of funds and upon approval by both parties;
- d. Discuss and resolve any proposed amendment pursuant to Sec. 2, Article XI thereof; and
- e. Recommend appropriate courses of action to proper authority.

Section 3. The Administrative Staff – Human Resource Management Division (AdS-HRMD) shall serve as the Secretariat of the Council.

Section 4. Grievance Machinery – The Council Secretariat, shall, in consultation with ONE, establish a Grievance Machinery for the resolution of employee-related grievances not covered by the CSC Law, rules and regulations on grievance machinery¹, and submit the same for approval of the Council. The necessary guidelines for the implementation of such Grievance Machinery shall be formulated as provided for under Article IX of this Agreement.

Section 5. Dispute Resolution – Should any dispute related to this Agreement and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceeding shall be at the NEDA-sa-Pasig Building, Saint Josemaria Escriva Drive, Ortigas Center, Pasig City.

ARTICLE VIII BUDGET AND FUNDS

Section 1. The implementation of this Agreement shall be subject to the availability and release of NEDA funds in accordance with accounting and auditing laws, rules and regulations.

Section 2. Should funds available be less than the required amount for the implementation of any of the economic assistance and wellness program benefits as defined under Article IV of this Agreement, the partial grant of said benefits shall be considered as full implementation and the balance shall not form part of the contingent liability of NEDA.

ARTICLE IX IMPLEMENTING GUIDELINES

Section 1. Within three (3) months from the date of signing of this Agreement, the Council Secretariat, in consultation with ONE, shall prepare and submit to the Council all the necessary guidelines in the form of Office Circulars, among other applicable instruments, in the implementation of the provisions of the Agreement, for its approval and subsequent endorsement to the Socioeconomic Planning Secretary.

ARTICLE X EFFECTIVITY

Section 1. This Agreement shall take effect immediately upon signing by both parties. In cases where specific provisions require written guidelines, such provisions shall be implemented upon approval and promulgation of the guidelines. This Agreement shall remain in force and effect for a period of three (3) years. If no new Agreement is concluded after the three-year period, this Agreement shall continue to remain in full force and effect until a new Agreement is reached.

¹ Amended Rules and Regulations of EO 180 Rule XIV; Resolution of Grievances

Section 2. NEDA, through the Council Secretariat, shall distribute copies of this Agreement not later than two (2) weeks from the signing thereof.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1. If any provision of this Agreement is held invalid and unenforceable by any court of competent jurisdiction, for any reason, the remainder is held valid and shall continue to be in force and effect.

Section 2. Any amendment, modification, addition or deletion from this Agreement shall be discussed, resolved and approved through the Council and shall become effective immediately upon execution thereof by the Council, provided that any amendment/s or revision/s, as deemed necessary, shall be made within a period of six (6) months from the date of signing thereof. Thereafter, this Agreement, and its corresponding guidelines, shall not be subjected to further amendments until the expiry of its validity. Any amendment or revision after the six (6) month-period shall be deemed considered in the next CNA.

Section 3. Subject to Section 2 hereof, in any case where certain provision/s of this Agreement is/are held invalid or contrary to law, the Council shall meet not later than 15 calendar days from receipt of the decision of the court of competent jurisdiction, to discuss proposed amendments or revisions thereto, which shall thereafter become effective after 15 calendar days from the approval of such amendments.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have set their hands hereunto this Agreement this ____ day of December 2014 in #12 NEDA-sa-Pasig Building, Saint Josemaria Escriva Drive, Ortigas Center, 1605 Pasig City, Philippines.

**National Economic
and Development Authority (NEDA)**


ARSENIO M. BALISACAN
Socioeconomic Planning Secretary

**Organization of NEDA Employees
(ONE)**


BABY CATHERINE B. CRUZ
President

WITNESSES:

Maria Theresa R. Escolano
MARIA THERESA R. ESCOLANO
Officer-in-Charge, Administrative Staff

MANAGEMENT PANEL

Joelyn P. Reyes
DIR. JOCELYN P. REYES
CSO Representative

Erlinda M. Capones
DIR. ERLINDA M. CAPONES
NDO I Representative

Roderick M. Planta
DIR. RODERICK M. PLANTA
NDO II Representative

Severino C. Santos
RD SEVERINO C. SANTOS
RDO Representative

ONE PANEL

Maria Eliza S. Sillesa
MARIA ELIZA S. SILLESA
ONE Representative

Omercaliph M. Tiblani
OMERCALIPH M. TIBLANI
ONE Representative

Allan O. Yumul Jr.
ALLAN O. YUMUL JR.
ONE Representative

Mary I. Antido
MARY I. ANTIDO
ONE Representative

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

PASIG CITY CITY)S.S

DEC 22 2014

BEFORE ME, a Notary Public this _____ day of _____ 2014 for and in the above jurisdiction personally appeared:

Name	Government ID	Place/Date Issued
ARSENIO M. BALISACAN	GSIS No. 2001764842	Manila
BABY CATHERINE B. CRUZ	GSIS No. 2001283436	Manila

All known to me and to me known to be the same persons who executed the foregoing Third Collective Negotiation Agreement and they acknowledged to me that the same is their free and voluntary act and deed as well as of the corporation herein represented.

This instrument, consisting of twelve (12) pages, including the page on which this acknowledgement is written, has been signed on each page thereof by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written

Doc No. 327
Page No. 16
Book No. 166
Series of 2014.

ATTY. RAMON L. CARPIO
Notary Public
NOTARY PUBLIC FOR PASIG CITY
NO.: 2A WEST CAPITOL DRIVE
KAPITOLYO, PASIG CITY
APPOINTMENT NO. 63
UNTIL DECEMBER 31, 2014
PTR NO. 9829822 / 01/02/14/ PASIG CITY
IBP LIFETIME NO.: 888475 / PASIG CITY
ROLL OF ATTORNEY'S NO. 22172
MCLE NO: IV-0806300 / 6/19/12/ PASIG CITY