COLLECTIVE NEGOTIATION AGREEMENT

THE PUBLIC IS INFORMED:

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

The METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM (MWSS), a government instrumentality duly organized and existing under and by virtue of Republic Act No. 6234, as amended, holding office at Katipunan Road, Balara, Quezon City, hereinafter represented by its Administrator, PDDG REYNALDO V. VELASCO, (Ret), herein referred to as “MWSS”

-and-

The METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM LABOR ASSOCIATION (MLA), a duly organized and existing legitimate labor organization with Certificate of Registration No. 900 dated August 28, 2001 duly certified by the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC), holding office at Katipunan Road, Balara, Quezon City, hereinafter represented by its President, RESTITUTO G. ESPEJO III, herein referred to as “MLA”;

ANTECEDENTS:

The 1987 Constitution and Executive Order No. 180 recognize and guarantee, among others, the rights of government employees to self-organization and collective negotiations.

MWSS recognizes and supports the right of employees to self-organization and collective negotiations.

Certificate of Accreditation No. 629 dated April 16, 2007 recognizes MLA as the sole and exclusive bargaining agent for all the rank and file employees in MWSS to represent and bind said employees in any negotiation affecting employment.

The MWSS and the MLA desire to enter into a Collective Negotiation Agreement for purposes of establishing, maintaining and regulating the terms and conditions of employment of the employees of the MWSS through the proper observance of democratic practices pursuant to Executive Order No. 180 and its Implementing Rules and Regulations with the view of facilitating peaceful settlement of differences and grievances that may arise between the parties and promote harmony, efficiency and productivity to the end that the MWSS, the MLA and the general public may all
mutually benefit, and finally to promote and guarantee peace and harmony in the bureaucracy in the spirit of cooperation.

ACCORDINGLY, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves as follows:

ARTICLE I
DECLARATION OF PRINCIPLES

SECTION 1. MWSS and MLA recognize the basic rights of all workers to living wage, security of tenure, career development and humane conditions of work.

SECTION 2. MLA recognizes and respects the authority of MWSS 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 employees' welfare and benefits allowed under the law.

SECTION 3. MLA shall be a partner in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of employees.

SECTION 4. MLA shall observe existing laws and rules in the exercise of the employees' right to concerted activities.

SECTION 5. MWSS shall not interfere in the administration of the MLA through acts that may tend to control MLA.

SECTION 6. Both parties agree to maintain progressive and harmonious labor-management relations.

ARTICLE II
DEFINITION OF TERMS

SECTION 1. Collective Negotiating Unit (CNU) - this shall comprise all rank-and-file employees holding positions of up to salary grade 24 or equivalent rank without regard to their appointment, except those specifically excluded by PSLM Resolution No. 2 series of 2004¹, or those whose functions are normally considered as policy determining, managerial, or confidential in nature. Unless otherwise qualified, the term "employee" refers only to those within the scope of the CNA.

SECTION 2. MWSS - refers to Metropolitan Waterworks and Sewerage System Corporate Office.

¹ Reference: PSLMC Resolution No. 2, series of 2004 "Approving and Adopting the Amended Rules and Regulations Governing the Right of Government Employees to Organize".

CNA 2018 between MWSS Corporate Office and MWSS Labor Association
SECTION 3. Membership Fee - refers to one-time payment upon admission as members in the MLA pursuant to its by-laws.

SECTION 4. Association Dues - refers to regular monthly contributions of association members consistent with the MLA by-laws.

SECTION 5. Agency Fees - refers to the amounts assessed and collected from rank-and-file employees of MWSS who are not members of the MLA but who enjoy the benefits under the collective negotiation agreement.

SECTION 6. Assessment Fees - refers to the fees collected from management employees who are non-members of MLA.

ARTICLE III
RECOGNITION

SECTION 1. MWSS recognizes MLA as the sole and exclusive negotiating representative of all MWSS rank-and-file employees.

SECTION 2. MWSS shall guarantee that there shall be no discrimination, in any manner or form, against any employee due to membership in MLA.

SECTION 3. MWSS and MLA shall cooperate with each other on matters and issues affecting the rights, benefits and interest of MWSS employees during the effectivity of the Agreement.

SECTION 4. Within 15 days from election/designation, MLA shall inform, MWSS, in writing, the names of its officers duly elected/designated in accordance with its by-laws. Such notice shall contain their functions and duties as defined under MLA rules.

SECTION 5. MWSS shall provide MLA a respectable office space, furniture, communications equipment, computer with printer, and supplies and materials necessary for MLA's operations, subject to availability of funds.

SECTION 6. Consistent with existing office policies on the utilization of MWSS vehicles, the MWSS shall, whenever possible, provide the MLA service vehicles for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of the employees.

SECTION 7. MWSS shall require from employees who will retire, transfer and/or resign, clearance from MLA for property and monetary accountabilities and obligation.
SECTION 8. Subject to pertinent rules and regulations, upon prior approval, MLA, may be allowed to use the corporate facilities of MWSS for MLA-Management-related functions.

SECTION 9. The MLA representative may be allowed to participate during Management meetings where matters affecting employees’ welfare and status are discussed.

ARTICLE IV
CHECK-OFF

SECTION 1. MWSS agrees to collect or deduct for the MLA payment for monthly association dues and other fees from the salaries of the MLA member-employees which authorization to deduct is deemed affirmed upon ratification of this Agreement in accordance with the MLA by-laws. Such deduction shall include 5% of the CNA Incentive Bonus that may be due to the member-employees.

SECTION 2. MWSS agrees to collect or deduct 10% AGENCY FEE from non-member rank and file employees from their CNA Incentive Bonus pursuant to PSLMC Resolution No. 15 series of 2013. In the event that it was not deducted therefrom, it shall be deducted from their other receivables from MWSS.

SECTION 3. MWSS agrees to collect or payroll deduct from the salaries of Management employees who are non-members of MLA but are benefited by this Agreement an Assessment Fee amounting to One Thousand Two Hundred Fifty Pesos (P1,250.00) for every CNA Incentives received by non-member every year.

SECTION 4. The check-off collections provided under the preceding paragraphs shall be remitted to MLA within a reasonable period of time provided it shall not be beyond the next succeeding month.

ARTICLE V
MANAGEMENT PREROGATIVE AND SHARED RESPONSIBILITY AND ACCOUNTABILITY

SECTION 1. MLA shall be a partner of MWSS in promoting teamwork and discipline to attain harmony, professionalism, productivity and efficiency. It shall enjoin all its members to render and perform to the best of their abilities the duties and responsibilities expected of them in accordance with existing laws, rules and regulations.
ARTICLE VI
RECRUITMENT, PLACEMENT AND PROFESSIONAL GROWTH AND DEVELOPMENT

SECTION 1. The MWSS shall endeavor to implement a continuing Career Development and Training Program for its officials and employees that includes attendance to conferences, seminars, training workshops, fellowships, study grants not only for college education and post graduate studies, but to include vocational training and to appropriate funds therefore, subject to existing rules and regulations and availability of funds. The equitable distribution of career development opportunities shall be observed pursuant to existing rules and regulations.

SECTION 2. The MWSS shall review and formulate its human resource development and training programs to make the same responsive to the organizational needs, personal advancement, and manpower requirements of MWSS and the need to train personnel in appropriate skills and attitudes. Such human resource development and training programs shall include measures to promote morale, efficiency, integrity, responsiveness, progressiveness, and courtesy as well as nationalism and patriotism in the civil service.

SECTION 3. The MWSS shall continue to conduct Annual Planning Session to formulate plans/programs/targets for the coming year subject to existing policies and guidelines of the System.

SECTION 4. The MWSS shall endeavor to provide a Subsidized Educational Program for qualified employees and officials, subject to existing rules and regulations and availability of funds.

SECTION 5. The MWSS shall continue to grant Study Leave Privileges to qualified employees/officials enrolled in masteral/doctoral degree, including thesis writing requirements or in preparation for the board/bar examination, subject to existing rules and regulations.

SECTION 6. Subject to existing rules and regulations, MWSS shall involve the MLA in the design, planning, and implementation of Government Reorganization, Rationalization, Merging, and Restructuring.

SECTION 7. Designation in acting capacity or as Officer-in-Charge (OIC) to vacant positions shall, as far as practicable, be rotated among qualified next in rank employees. Provided that, in the interest of service, the discretion of the appointing authority shall prevail.

SECTION 8. The MWSS shall inform MLA of reassignments and/or transfer of employees within the System.
ARTICLE VII
LABOR EDUCATION, SEMINARS, CONFERENCES AND TRAINING PROGRAMS

SECTION 1. The MWSS shall provide support to the MLA in the conduct at no cost to MWSS an annual training or seminar for all MWSS employees within the negotiating unit for the purpose of enlightening them of their rights, obligations and responsibilities under the law and this Agreement. Subject to approval of the Administrator, attendance in such training or seminar shall be on official time. Allocated time for this training shall not exceed 40 hours annually.

SECTION 2. Prior to the conduct of any labor education program, MLA shall submit to MWSS the design and course description of such program.

SECTION 3. The MLA members shall be allowed to attend, on official time, workers' programs, seminars, general assemblies, conferences, conventions, symposia, fora and other capability-building programs and activities conducted by government agencies and non-government organizations for public sector union, subject to the exigency of the service.

ARTICLE VIII
PROMOTING GENDER EQUALITY

SECTION 1. The MWSS shall fully implement the Gender and Development Program (GAD) to include gender sensitivity trainings/seminars for all employees and shall support activities to be undertaken by the MLA, in accordance with government and non-government agencies, to promote better understanding and awareness on gender equality concerns among the MWSS employees.

SECTION 2. The MWSS shall ensure that employees enjoy benefits, privileges and other programs and services provided by relevant laws and issuances, including but not limited to the following:

a. RA 8972 - The Solo Parents Welfare Act
b. RA 9710 - Magna Carta for Women
c. RA 7600 - The Rooming-in and Breastfeeding Act as amended by RA 10028 (the Expanded Breastfeeding Promotion Act)
d. RA 7277 - Magna Carta for Persons with Disabilities (PWD) Act as amended by PD 9442
e. RA 8187 - Paternity Leave Act of 1996
f. RA 9994 - Expanded Senior Citizens Act of 2010

SECTION 3. The MWSS and MLA shall endeavor to formulate training programs for livelihood and personal development.
ARTICLE IX
SPORTS, RECREATION, CULTURE AND SOCIAL INTEGRATION

SECTION 1. Subject to existing rules and regulations and availability of funds, the MWSS shall continue to support and sponsor regular summer sports and cultural programs. The cost should not breach the GAA rate of ₱1,500/employee.

SECTION 2. The MWSS shall provide fitness gym facilities which includes complete gym equipment within the MWSS premises.

SECTION 3. The MWSS shall continue to provide opportunities for social integration/immersion activities for all MWSS officials and employees such as annual Anniversary Celebrations, Family Days, and Christmas Celebrations subject to availability of funds.

ARTICLE X
SAFE, HEALTHY AND CONDUCIVE WORK ENVIRONMENT

SECTION 1. The MWSS shall provide annual medical and physical examinations to all employees of MWSS from a reputable government health institution within the proximity of MWSS. Each employee shall be furnished the results of any medical examination.

SECTION 2. The MWSS shall maintain a Medical Clinic with basic medical equipment and supplies necessary in providing first-aid treatment for emergency situations with regular attending Doctor and Nurse. In the event of medical emergency, MWSS shall provide emergency transport to the appropriate medical institution.

SECTION 3. The MWSS shall conform to and comply with applicable regulations requiring safe, healthy and sanitary working conditions prescribed by law whenever applicable, such as the standards set under the Occupational Safety and Health Standards (OSHS). The MWSS must conduct regular information drive that will help prevent, control illnesses, and it shall do everything possible to provide healthy and safe working conditions for all employees.
The nature of work and positions of employees covered by this provision shall be identified by the parties in the implementation of this Agreement.

SECTION 6. The MWSS shall provide individual first aid/disaster kits for MWSS employees and within the MWSS premises where no medical clinic is located. The prescribed NDRRMC standard for the FIRST AID AND DISASTER KIT shall be followed. For this purpose, teams of employees shall be formed and trained in first aid and disaster response.³

The individual first aid and disaster kit shall include, but not limited to the following:

1. whistle
2. head lamp
3. reflectorized/inflatable orange vest
4. hard hat
5. rope – 30 meters in length
6. safety boots
7. goggles
8. non-flammable light stick
9. flashlight
10. scissors / cutters / tweezers
11. blankets
12. antibiotic ointment packets
13. antiseptic wipe packets
14. aspirin, paracetamol, ibuprofen
15. hydrocortisone ointment packets
16. antihistamine ointment and tablets
17. adhesive bandages
18. gauze pads

SECTION 7. The MWSS shall provide hazard pay to its employees, subject to GCG approval and existing accounting and auditing rules and regulations.

ARTICLE XI
OTHER EMPLOYEE PRIVILEGES

SECTION 1. To enable mandatory retiring employees to transact, facilitate, and process the release of their clearances and claims from other government agencies, the MWSS 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.

SECTION 2. The MWSS shall allow all employees who have transactions with other government offices such as, but not limited to GSIS, PAG – iBIG, NSO, NBI, CSC, LTO, BIR LGU, PRC, DFA, IBP, SC and Ombudsman, for clearances related or incidental to employment shall be considered on official time, subject to the exigencies of the service and the usual approval requirements.

SECTION 3. MWSS shall continue to implement Gliding Flexible Working Hours pursuant to Section 6, Rule XVII, Book V of EO No. 292, such that working hours within MWSS shall start from 7:00 AM and close at 6:00 PM, without incurring tardy or untimely, provided an employee had rendered eight (8) hours work in a day from Monday.

³ Reference: CSC Memorandum Circular No. 33 Series of 1997 providing for Occupational Safety and Health Standards (OSHs) in government offices.
to Friday. It is understood that Mondays shall start between 7:00 AM to 8:00 AM and ends between 4:00 PM to 5:00 PM to enable all employees to attend the flag ceremony. However, flexi-time may be suspended or cancelled by Management in the exigency of the service.

SECTION 4. Subject to existing rules and regulations and applicable laws, the MWSS shall endeavor to explore adopting four-day workweek scheme to promote economical, efficient and effective human resource administration.

SECTION 5. The MWSS shall provide legal services 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 MWSS 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.

ARTICLE XII
EMPLOYEES BENEFITS PROGRAM

SECTION 1. Program on Awards and Incentives for Service Excellence (PRAISE) shall be implemented, independent of this CNA, in accordance with existing PRAISE guidelines as approved by CSC and consistent with PSLMC issuances.

SECTION 2. Pursuant to Executive Order No. 641, series of 2007 and its Implementing Rules and Regulations as established under DBM Circular No. 2008-3 dated June 20, 2008, the MWSS together with the MLA shall endeavor to establish a Provident Fund as a savings and loans credit facility to cater to all MWSS employees. The Provident Fund shall be sourced from members' and agency contributions.

SECTION 3. In addition to the three-days Special Leave Privileges granted under the CSC Omnibus Rules on Leave, the MWSS shall grant all employees, two (2) additional days of non-cumulative, non-commutable leave privileges every year, subject to the conditions hereunder stated:

* Reference: CSC Memorandum Circular No. 22 Series of 2014 and CSC Resolution No. 1401286 promulgated on 08 September 2014.
a) Parental obligations such as attendance in school programs, PTA meetings, graduations, first communion, medical needs, among others, where a child of the MWSS employee is involved.

b) Filial obligations towards parents and siblings arising from their medical conditions e.g.: dialysis sessions; neurodevelopment therapy, physical rehabilitation, and other similar conditions.

Domestic crisis arising from force majeure events that will endanger the life, limb, and property of the employee or his immediate family.

SECTION 4. Pursuant to the Revised Policies on the Grant of Loyalty Award under CSC MC No. 06 Series of 2002, the MWSS shall ensure that all qualified employees shall receive loyalty memorabilia/souvenir as follows:

a) 10 and 15 years - gold service ring
b) 20 and 25 years - gold bracelet
c) 30, 35, and 40 years - wrist watch

Or other memorabilia/souvenir as may be provided in MWSS’s PRAISE.

SECTION 5. The MWSS shall endeavor to request the MWSS Welfare Fund Governing Board to cause the offsetting of government shares of the incumbent Welfare Fund members to their respective loans, in the same manner that the Eripians of 2018 were granted the said privilege.

SECTION 6. Pursuant to Memorandum Circular No. 174 dated May 13, 2009 issued by the Office of the President, MWSS shall:

a) Endeavor to provide financial assistance to the MWSS Cooperative for the establishment of PX mart; and

b) Continue to provide emergency medicines;

c) Continue to provide shuttle services for MWSS employees.

ARTICLE XIII
CNA INCENTIVES

SECTION 1. In recognition of the joint effort of labor and management to attain more efficient and viable operation, a CNA Incentive shall be granted to employees, pursuant to PSLMC Resolution No. 2, series of 2003 entitled “Grant of Collective Negotiation Agreement Incentive for Government Owned or Controlled Corporations and Government Financial Institutions”. For this purpose, the payment of CNA Incentives shall be granted as defined in PSLMC Resolution No. 2, s. 2003, charged to the savings, wherein the savings referred herein shall always be computed under MWSS-CO and RO consolidated financial report. The parties herein shall work together to generate savings in accordance with the said PSLMC upon approval of

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5 MWSS Employees who availed of the Early Retirement Incentive Package (ERIP)

CNA 2018 between MWSS Corporate Office and MWSS Labor Association
this CNA, cash incentive shall be granted and every year thereafter and during the life of this agreement, depending on savings.

ARTICLE XIV
COST CUTTING MEASURES

SECTION 1. In order to generate the savings needed for the grant of CNA incentives pursuant to PSLMC Resolution No. 2 S. 2003, and as required under Sec. 3 of AO No. 103, the parties shall identify the cost cutting measures and system improvement, so as to achieve agency targets at lesser costs. MWSS shall strictly adopt austerity measures for the use of the following:

a) Communications;
b) Repairs and Maintenance;
c) Supplies and Materials; and
d) Utility expenses.

and such other measures that maybe mutually agreed upon by the parties.

ARTICLE XV
GRIEVANCE MACHINERY

SECTION 1. Grievance Machinery. The Parties shall exert diligent efforts to resolve issues amicably thru mutual consultations. Issues not resolved despite diligent efforts shall be referred to a Grievance Committee in accordance with existing CSC rules and regulations.

ARTICLE XVI
EFFECTIVITY

SECTION 1. This Agreement shall become effective immediately after signing and ratification by a majority of the employees in the Collective Negotiating Unit and upon confirmation by the Management Committee. This Agreement shall remain in force and effect for a period of five (5) years.

SECTION 2. 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 right during the freedom period the provisions of this Agreement, including modifications or amendments thereof, shall remain force and in effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

The MWSS and MLA agree to renegotiate after three (3) years for the economic benefits of the employees.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

CNA 2018 between MWSS Corporate Office and MWSS Labor Association
SECTION 1. For purposes of considering specific proposals, amendments or negotiations for new terms and conditions, the proposing party shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments. In all instances, such amendments or re-negotiation proposals shall only be undertaken after eighteen (18) months from the effectivity of this Agreement.

SECTION 2. In the event that any provision of this Agreement is declared not valid by any competent court or authority, or amended by any pertinent law or by legislation, the remaining provisions not affected thereby shall remain valid and continue to be in full force and effect. The parties shall meet not later than thirty (30) days after declaration of invalidity, for the purpose of amending or revising the affected provisions of this Agreement.

SIGNED by the parties on 13 Aug, 2018 at Quezon City, Metro Manila, Philippines.

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM  MWSS LABOR ASSOCIATION

BY:  

PDDG REYNALDO V. VELASCO (Ret)  RESTITUTO G. ESPEJO III
Administrator  President

Signed in the presence of:

Leonor C. Cleofas  Edgardo J. Cordova
Atty. Augustine M. Vestil  Susanne S. Sta Maria
Atty. Anebella S. Altuna  Edna S. Roldan

CNA 2018 between MWSS Corporate Office and MWSS Labor Association
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
Quezon City, Metro Manila

BEFORE ME, a Notary Public, for and in Quezon City, this __________ day of ______________________ 2018, personally appeared the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>I.D. No.</th>
<th>Date of Issue or Expiry Date</th>
<th>Place of Issue</th>
</tr>
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<tbody>
<tr>
<td>REYNALDO V. VELASCO</td>
<td></td>
<td>06 Jan 2015 – 05 Jan 2020</td>
<td>MLA DFA</td>
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<tr>
<td>RESTITUTO G. ESPEJO III</td>
<td></td>
<td>27 Mar 2015 – 26 Mar 2020</td>
<td>MLA DFA</td>
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They are both known to me to be the same persons who signed the foregoing document and acknowledged to me that their signatures prove their free acts and the identity/ies they represent.

SIGNED AND SEALED on _______________ 2018 in ________________________.

NOTARY PUBLIC

[Signature]

Atty. Jovencio P. Fulgueras
Notary Public
Expires Dec. 31, 2019
Roll of Attorney No. 30906
IBP No. 016526/10.26.2017/Pasig City
PRN No. 3882587-C/1.6.2012/Q.C
MCLF Compliance No. W-6309953
ADD: MWSS Bldg, Katipunan Rd, Belara, Q.C

CNA 2018 between MWSS Corporate Office and MWSS Labor Association
CERTIFICATE OF REGISTRATION
Collective Negotiation Agreement

No. 1503

Pursuant to the Amended Rules and Regulations Governing the Exercise of the Right of Government Employees to Organize, the Collective Negotiation Agreement entered into by and between the

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM LABOR ASSOCIATION (MLA)

and the

METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM (MWSS)
MWSS Complex, Katipunan Road, Balara, Quezon City

having complied with the prescribed requirements in the abovementioned Rules is registered by the Commission and is binding between the parties thereof during the period of its effectivity from August 14, 2018 to August 13, 2021.

Issued this 30th day of October, 2018 in Quezon City.

ALICIA dela ROSA-BALA
Chairperson

LEOPOLDO ROBERTO W. VALDEROSA, JR.
Commissioner

VACANT
Commissioner

Attested by:

RAFAEL R. MARCO
OfC Director IV
Human Resource Relations Office