



Republic of the Philippines
Province of Guimaras
8TH SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON JANUARY 03, 2017.

PRESENT:

Atty. John Edward G. Gando	-	Vice Governor/Presiding Officer
Hon David G. Gano	-	SP Member/Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member
Hon. Ma. Sheila G. Gange	-	Ex-Officio Member (PCL Fed. President)
Hon. Ramon N. Ortiz	-	Ex-Officio Member (ABC Fed. President)

ABSENT:

Hon. Cyril C. Beltran	-	SP Member/Majority Floor Leader
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RESOLUTION NO. 02

RESOLUTION AUTHORIZING GOV. SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS THE COLLECTIVE NEGOTIATIONS AGREEMENT (CNA) AND/OR RATIFYING THE ACTION OF THE HONORABLE GOVERNOR IN SIGNING THE SAME WITH THE NEW GUIMARAS PROVINCIAL EMPLOYEES ASSOCIATION (NGPEA)

WHEREAS, for the consideration of the Honorable Body is the request of the Honorable Governor for an authority to sign for and in behalf of the Provincial Government of Guimaras the Collective Negotiations Agreement (CNA) with the NGPEA for the period covering January 1, 2017 to December 31, 2019;

WHEREAS, the CNA aims at promoting and improving the economic and social relations, establish a basic agreement relative to the terms and conditions of employment and guarantee peace and harmony between parties during the effectivity of the agreement;

WHEREAS, this Honorable Body finds the request to be in order, thus interposing no objection on the request;

NOW THEREFORE, on motion of SP Member Josefina G. de la Cruz, unanimously seconded;

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED.

RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH to sign for and in behalf of the Provincial Government of Guimaras the following:

COLLECTIVE NEGOTIATIONS AGREEMENT

January 2017-December 2019

KNOW ALL MEN BY THESE PRESENTS:

This Collective Negotiations Agreement made and entered into by and between the

PROVINCIAL GOVERNMENT OF GUIMARAS, a public entity duly organized and existing under the laws of the Republic of the Philippines with principal address at Brgy. San Miguel, Jordan, Guimaras represented in this agreement by its Governor, HON. SAMUEL T. GUMARIN, MD, MPH, herein referred to as the FIRST PARTY.

-and-

NEW GUIMARAS PROVINCIAL EMPLOYEES ASSOCIATION (NGPEA), a legitimate organization of the government employees registered with the Department of Labor and Employment (DOLE) and Civil Service Commission (CSC) with Certificate of Registration No. 799 with principal address at the Provincial Capitol, San Miguel, Jordan, Province of Guimaras, represented in this instance by its President, MERCY L. DIAZ, hereinafter referred to as the SECOND PARTY.

WITNESSETH:

WHEREAS, it is the intent and purpose of both parties to promote and improve the economic and social relations, establish a basic agreement relative to the terms and conditions of employment, and likewise guarantee peace and harmony during the effectivity of this agreement;

WHEREAS, both parties conscientiously installed policies to improve productivity and performance thus resulting to a sound financial and administrative management of the agency;

WHEREAS, both parties agreed to observe Memorandum Order No. 05-039 issued by the office of the Provincial Administrator on the Observance of Administrative Order No. 126 and Administrative Order No. 103, S 2004 issue by the Office of the President of the Philippines, RE: "Strengthening Measures to Address the Extraordinary Increase in World Oil Prices, Directing the Enhanced Implementation of the Government's Energy Conservation Program, and for other Purposed" and "Directing the Continued Adoption of Austerity Measures in the Government" thus resulting to an effective cost saving measure:

WHEREAS, both parties recognized that the accomplishment and attainment of the above mentioned sound financial and administrative management was by assistance as well as directions contributed by elective officials and department heads of offices;

NOW THEREFORE, for and in consideration of the above premises and their mutual covenant herein set forth, the parties have agreed the following responsibilities:

The FIRST PARTY

1. The FIRST PARTY shall recognize the SECOND PARTY as the sole exclusive bargaining representative of the rank and file employee.
2. The FIRST PARTY shall promote job enrichment opportunities or Comprehensive Human Resource Development Program, which aims to promote professional growth among its employees in accordance with the Civil Service laws and other existing laws.

3. The FIRST PARTY shall promote sports activities and initiate periodic sports competition and recreational activities to promote physical fitness among employees.
4. The FIRST PARTY shall encourage and promote the holding of the Annual Christmas Party/employees Day and Family Day for all regular employees.
5. The FIRST PARTY shall observed the pertinent provisions of Budget Circular No. 2014-2 dated December 2, 2014 and other succeeding circulars relative thereto and hereby adopted as an integral part of this agreement which governs the granting of CNA incentive for National Government Agencies (NGAs), State Universities and Colleges (SUCs), and Local Government Units.
6. The FIRST PARTY shall provide incentives and rewards to employees who have demonstrated exemplary service and conduct on the bases of their observance of the norms and conduct laid in Section 4 of the Code of Conduct and Ethical Standards for Public Officials and Employees.
7. The FIRST PARTY shall allow the members of the association to attend meetings as may be called by the Executive Board, such as general assembly meeting, board meeting and any other meeting as required by the association on official time provided it will not hamper the operation of the offices of the province.
8. The FIRST PARTY shall allow the Officer and Board of Directors and/or any member of the association to attend meetings, seminar and trainings as may be called by the Civil Service Commission (CSC), Department of Labor and Employment (DOLE) or non-government organizations (NGOs) which has relationship on the improvement of the association on official business thus allowing him/her to claim benefits such as TEV and Registration Fee subject to the availability of funds.
9. The FIRST PARTY shall allow to avail the discount cost incurred in case the employee upon physical examination require to undergo further diagnosis such as blood chemistry and other diagnosis as require by the attending physician.
10. The FIRST PARTY shall observe the rules and regulations on hiring, promotion, suspension and dismissal of employees as provided by the Civil Service Commission and other pertinent laws.
11. The FIRST PARTY shall provide the Second Party for the health and wellness program as one of the PPAs in order to be mentally and physically fit for an effective and efficient public service.
12. The FIRST PARTY shall provide the Second Party an office space to secure its properties and records and to have a conducive venue for the conduct of meetings and maybe for future income generating project space.

The SECOND PARTY

1. The SECOND PARTY shall at all time be accountable to the province and shall discharge their duties with utmost responsibility, integrity, competence and loyalty, act with patriotism and justice, lead modest lives, and uphold public interest over personal interest, and shall abide with the rules implementing the Code of Conduct and Ethical Standard for Public Official and Employees.
2. The SECOND PARTY shall assist the FIRST PARTY in promoting teamwork and discipline with the view of attaining harmony, efficiency and productivity, and shall enjoin all its members to render and perform their duties and responsibilities expected on them, or imposed upon them by existing laws, rules and regulations.

3. The SECOND PARTY shall contribute in the realization of savings which were realized out of cost-cutting measures identified in the NGPEA action plan.

EFFECTIVITY

This agreement shall take effect upon its execution and shall be in full force and effect from the period of January 1, 2015 to December 31, 2016.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this agreement this _____, at the Provincial Capitol, Province of Guimaras, Philippines.

PROVINCIAL GOVERNMENT
GUIMARAS

NEW GUIMARAS
PROVINCIAL EMPLOYEES
ASSOCIATION (NGPEA)

By:

By:

SAMUEL T. GUMARIN, MD, MPH
Governor

MERCY L. DIAZ
NGPEA President


Signed in the presence of:

ALEJANDRO D. ARANETA, DMD **MARY ANN Y. GAMARCHA**
Provincial Administrator NGPEA Vice President

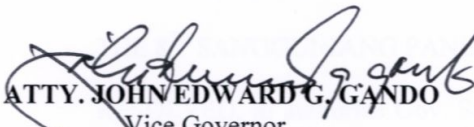
RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, NGPEA and all other concerned offices for information and appropriate action.

APPROVED. January 03, 2017.


I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on January 03, 2017.


LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. JOHN EDWARD G. GANDO
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, M.D., M.P.H.
Governor