13 DPWH 12-23-20N



Republic of the Philippines DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS OFFICE OF THE SECRETARY Manila

**DEPARTMENT ORDER** )





Pursuant to Sections 6 and 7 of Executive Order No. 774 dated December 26, 2008, Article 27 of Presidential Decree No. 1067 dated December 31, 1976 and other related laws, and also as a precaution to extreme weather conditions brought about by climate change, particularly those that may lead to depleting water supply, the herein water conservation measures is hereby prescribed for compliance of all concerned.

The Facilities Maintenance Division – Human Resource and Administrative Service (FMD-HRAS) for the Central Office, Human Resource and Administrative Division of the Regional Office (RO) and the Human Resource and Administrative Section of the District Engineering Office (DEO) shall oversee the implementation of this policy in their respective offices, in coordination with the Environmental and Social Safeguards Division – Planning Service.

Compliance is strictly enjoined.

ROGELIO/L. SINGSON Secretary

Encl: Detailed Policy Guidelines on Water Conservation

4.1.4 AGPC/CPZ/RBdR

Department of Public Works and Highways Office of the Secretary

#### DETAILED POLICY GUIDELINES ON WATER CONSERVATION MEASURES

#### **Daily Water Use**

- 1. Regular maintenance shall be performed by the Facilities Maintenance Division Human Resource and Administrative Service (FMD-HRAS) for the Central Office, Human Resource and Administrative Division of the Regional Office (RO) and the Human Resource and Administrative Section of the District Engineering Office (DEO) on all plumbing fixtures to detect and eliminate leaks in draining toilets, dripping faucets and other related concerns. The contact number of the office in charge of plumbing works shall be posted on the walls of every comfort rooms in the Central Office, RO and DEO so that anyone who finds any leaks and other problems with plumbing fixtures will be able to report immediately to the said office for immediate repair. Response to such calls shall be within 8 hours upon receipt of call.
- The water pump shall be turned on at 7:00 AM and turned off at 5:30 PM during weekdays. On Sundays and legal holidays, water pump shall be turned off the whole day, except on emergency cases such as fire outbreak, emergency activities that need water, employees working overtime and the like.
- 3. All officials and employees shall turn off the faucets in their respective offices and comfort rooms when not in use. Everyone shall use containers/glasses when brushing their teeth, washing their hands, cleaning rooms and other related activities.
- 4. Plants shall be watered early in the morning before 10:00 AM or late in the afternoon at 4:00 PM onwards to minimize evaporation, consequently giving the plants enough water supply for at least 3 days. As much as possible, water to be used for watering plants shall either be used water, rainwater or treated wastewater if available.
- 5. Shuttle buses and other service vehicles shall be washed not more than once a week, unless there is a pressing need to wash them (e.g. vehicle is covered with mud from previous trip). Pails and "tabo" shall be used for cleaning said vehicles instead of hoses, unless the hose used is a high pressure, low volume type. All hoses shall have a nozzle with feature that shuts off water when released from hand.

#### **Rainwater Collection System (RWCS)**

- 6. In compliance to the Memorandum dated July 29, 2010, all offices in the Department shall install RWCSs. If RWCSs are already installed, regular inspection and maintenance shall be conducted by the FMD-HRAS for the Central Office, the Human Resource and Administrative Division of the RO and the Human Resource and Administrative Section of the DEO to ensure that the facilities are functioning properly and operated according to the prescribed specifications.
- 7. The rainwater collected in the RWCS shall be used for plant watering, toilet flushing, car washing and other non-potable purposes as necessary. Rainwater shall be collected by connecting the RWCS to Communal Faucet Systems (CFS).

# Construction of Sewage and Septage Treatment Facilities (SSTFs) in New Buildings/Compounds

8. SSTFs shall be included in the construction of new buildings/compounds in all DPWH offices in order to address the environmental issues brought by discharging untreated wastewater and the dwindling water supply.

#### Water Conservation in Project Implementation

9. The DPWH Offices shall incorporate water conservation practices in project implementation. It shall be included in the contract agreement with the contractor the installation of water conservation measures and practices (e.g. rainwater collection systems, use of containers for reused water) at the construction site.

#### Water Audit

- 10. The Central Office and its separate offices (e.g. Bureau of Equipment, Bureau of Research and Standards and Unified Project Management Offices), the ROs and the DEOs of the Department shall review their respective monthly water bill to check for unusual high consumption and conduct a cost-benefit analysis to estimate the amount of water that can be saved, based on weekly consumption estimates. The FMD-HRAS for the Central Office, the Human Resource and Administrative Division of the RO and the Human Resource and Administrative Section of the DEO shall conduct the review and analysis of monthly water conservation or consumption and submit a monthly report to the Head of the Office for inputs to the strategic plans of the said Offices. The concerned offices shall take actions to detect, check and/or correct the cause of the abrupt or continuous increase of water consumption.
- 11. Savings generated from reused/recycled water shall be used to augment funds for the payment of Collective Negotiation Agreement (CNA) Incentive pursuant to Article 14 Section 2 of the CNA between the Department and the Employees' Union (copy attached).
- 12. The FMD-HRAS for the Central Office, the Human Resource and Administrative Division of the RO and the Human Resource and Administrative Section of the DEO shall submit a monthly status report on the implementation of this Department Order to the ESSD-PS for reference and further analysis.

Encl: Collective Negotiation Agreement

4.1.4 AGPC/CPZ/RBdR

# KNOW ALL MEN BY THESE PRESENTS:

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

The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH), a government agency with principal address at Bonifacio Drive, Port Area, Manlla, represented herein by the Honorable Secretary **ROGELIO L. SINGSON**, herein referred to as the "AGENCY".

#### and -

The DPWH EMPLOYEES UNION, the designated Exclusive Negotiating Agent of all Regional Unions / Associations, a legitimate Employees Union with principal address at DPWH Central Office, Bonifacio Drive, Port Area, Manila, duly registered with the Department of Labor and Employment and Civil Service Commission under Certificate Registration No. 198 dated November 21, 1990 and Civil Service Commission Certificate of Accreditation No. 920 dated September 02, 2013 represented by its President Mr. CESAR CRISTOBAL, hereinafter referred to as the "UNION".

### WITNESSETH THAT:

WHEREAS, the harmonious relationship between the Agency and the Union must be expressed in practical terms in ensuring a mutually beneficial and protective existence taking into consideration the terms and conditions of employment in the Civil Service;

WHEREAS, the **AGENCY** and the **UNION** desire to enter into a Collective Negotiation Agreement for the purpose of establishing, maintaining and regulating the terms and conditions of employment of the employees of the Agency through the proper observance of democratic practices pursuant to Executive Order No. 180 and its Implementing Rules and Regulations in view of facilitating peaceful settlement of differences and grievances that may arise between the parties and to promote harmony, efficiency and productivity to the end that the Agency, the Union 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.

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

# ARTICLE I DECLARATION OF PRINCIPLES

Section 1. Workers' Rights - The parties recognize the basic rights of all workers; the right to be consulted and to participate in policy and decision making, career development and humane conditions of work including the right to due process.

Section 2. Authority of the Agency.- The Union recognizes and respects the authority of the Agency in the implementation of existing laws governing terms and conditions of employment.

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Section 3. Independence of the Union - The Agency shall recognize the rights of the UNION as specified in Sections 5 and 6 of Article II of Executive Order No. 180 Series of 1987.

Section 4. Participation of the Union in Policy Formulated by the Department.-The Union 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.

#### ARTICLE II DEFINITION OF TERMS

**Agency Fee.** - Refers to a reasonable assessment equivalent to the dues and other fees paid by members of the Union as the sole and exclusive collective negotiating agent and its Regional Unions/ Associations deducted from non-members who will benefit from the Collective Negotiation Agreement (CNA).

**Check Off** - Refers to payroll deduction on Union's annual dues from the Collective Negotiation Agreement Incentive of each member and payroll deduction of agency fees of non-union members who accept and enjoy the benefits successfully negotiated by the Union.

**Collective Negotiation Agreement (CNA)** – Refers to the mutual agreement signed by and between the AGENCY and the UNION.

**Negotiating Panel** - Refers to the **AGENCY**, represented by its authorized representatives to be designated by the Department Secretary and the **UNION** to be represented by its CNA Committee.

**Organization Unit** – Refers to the regional and district union organization affiliated to the DPWH EU.

#### ARTICLE III RECOGNITION

Section 1. Recognition of Union. The Agency hereby recognizes the Union as the sole and exclusive negotiating representative for all rank-and-file employees with respect to terms and conditions of employment not otherwise mandated by law, as well as the working relationship, benefits and privileges that may be agreed upon.

Section 2. Guarantee Against Discrimination. The AGENCY shall guarantee Gender Equality, Equal opportunity and non-discrimination in any manner or form, against any employees.

Section 3. Union Meetings. The Union shall be allowed to conduct periodic and special meetings as may be deemed necessary for information and educational purposes, during office hours. The Agency shall allow them to use its facilities for such meetings.

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Section 4. Union Time Off: Any Union Board of Director shall be allowed to avail the total of Ten (10) days of Union Time Off annually, in recognition of the employees' participation rights, for the purpose of attending general assemblies and meetings, activities and conferences called by any government agency or other non-government organization/institution.

Section 5. Training Program. The Agency shall incorporate the proposed training/seminar programs of the UNION to the annual training program of the Department as defined in the Public Sector Labor Management Council (PSLMC) Resolution No. 04, S. of 2002 and Articles IX and XII hereof, as well as all other applicable laws, rules and regulations.

On a case-to-case basis, the Agency shall support training/seminar outside the country but limited to two (2) representations in a year. The grant of financial support by the Agency under this provision shall be subject to the provisions of PSLMC Resolution No. 04, S. of 2002. However, the total expenses required herein shall be borne by the sponsoring organization/country.

Section 6. Union Projects: The Agency shall allow the Union to undertake certain projects or activities which the latter deems beneficial to its members. The Union projects and assignments completed by the officers or members may form part of their performance outputs, as allowed under the Revised Performance Evaluation System.

Section 7. Union Office. The Agency shall continuously provide the Union Office in the Regional and District Union organization with adequate office space including, but not limited to furniture, fixtures and office equipment, However priority will be given to organic offices.

Section 8. Use of Service Vehicles. The Agency shall allow the use of service vehicles, including the corresponding fuel allocation, in attending official activities called by any government agency or duly accredited organizations on matters concerning the welfare of the employees subject to availability and existing policies.

Section 9. Clearance from the Union. The Agency shall require from the employees who will retire, transfer, or resign, clearance from the Union, including the Regional and District Union/Associations for property and monetary accountabilities and obligations.

# ARTICLE IV CHECK-OFF

Section 1. Union Dues. The Agency shall agree to check-off from the CNA Incentive its annual dues and such other fees and assessments that the Union shall adopt and on cases other than the monthly dues, such as loan obtained/granted by the Union thru financial banking institution availed by its members, the Agency shall deduct and remit the same to the Union provided that an individual authority authorizing the Agency to effect the salary deduction is submitted.

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# ARTICLE V COVERAGE

Section 1. This agreement shall cover all rank and file employees of the DPWH except those specifically excluded by Executive Order No. 180 series of 1987 and its Implementing Rules and Regulations and/or Civil Service Commission Rules and Regulations.

# ARTICLE VI SHARED RESPONSIBILITY AND ACCOUNTABILITY

Section 1. Representation of the Union. Pursuant to the principles of shared responsibility and employee empowerment, the Agency recognizes the right of the Union to be represented in meetings, such as: Regional Monthly Staff Meeting, Management Committee Meeting, Staff Meeting and all Ad-Hoc DPWH Committees whenever matters affecting their working conditions and benefits are to be discussed.

Moreover, the Union shall be represented in the following committees with equal voting power:

- a. Promotion and Selection Board
- b. Personnel Development Committee
- c. Uniform/Clothing Committee
- d. Grievance Committee
- e. Performance Review Committee
- f. Program and Awards and Incentives for Service Excellence (PRAISE)
- g. Gender and Development Committee
- h. Committee on Office Decorum and Investigation
- i. Other committees of major importance that may be created for the employees welfare and benefits.

Section 2. Teamwork. The Union shall be a partner of the Agency 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.

Section 3. Union Obligations - The Union shall assist the Agency in:

- a. the implementation and enforcement of the rules, such as, attendance of Flag Ceremonies, enforcement of the office rules, decorum and discipline but not limited to wearing of uniforms and punctuality.
- b. formulation and recommendation of ways and measures to effectively implement energy and water conservation and cleanliness in the office premises and shall be vigilant to any office irregularities and report the same to the Agency and/or to any appropriate body.

Section 4. Agency Obligations – The Agency shall continue to provide the shuttle services for employees, Day Care Center for working mothers pursuant to Section 4 of Executive Order No. 340 of 1997, recreation area for physical fitness purposes, wellness program, place of worship, and housing program subject to the availability of funds.

The AGENCY shall implement applicable provisions of GAD plans, programs and projects.

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#### ARTICLE VII REORGANIZATION, RECRUITMENT, PLACEMENT AND CAREER DEVELOPMENT

Section 1. Reorganization. The Agency shall inform the Union regarding any program of reorganization or internal re-structuring involving the creation, abolition, reclassification or upgrading of positions.



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Section 3. Promotion Plan. The Agency shall consult the Union including in the implementation of the Merit Promotion and Selection Plan (MPSP) approved by the Civil Service Commission. The MPSP shall be jointly reviewed at least once every two (2) years by the Agency and the Union. Any amendment agreed upon by the parties shall be submitted to the Civil Service Commission for approval.

Section 4. Representation in the Personnel Selection Board. The Union thru the representation of the presidents of the central, regional and district offices or their authorized representatives shall sit as regular member of the respective Selection/Placement Committee.

Section 5. Issues on Promotion. Whenever in the belief of any affected Union member, there are grounds to protest a promotion process, the same shall be subjected to a grievance procedure in accordance with approved rules and regulations.

Section 6. Recognition of Need for Professional Development- The parties hereby agree on the need to promote professional growth and development in all areas of work.

Professional growth and development shall not be limited to training courses of instruction, seminars and workshops but shall include fellowship, study grants and similar development programs which may deemed necessary. In the course of this agreement, the parties shall endeavor to establish a Career Development Plan for each member through the Human Resource and Administrative Service (HRAS).

Section 7. Program on Awards and Incentives for Service Excellence (PRAISE) for the DPWH shall be made an integral part of this agreement.

Section 8. Training Programs- The Agency shall extend to the Union effort to uplift the intellectual and social consciousness of its members by including in its training calendar at least two (2) trainings per calendar year through symposia and other related activities. Said activities shall be integrated in the Agency's Training Program.

Section 9. Review, Dissertation and Thesis Writing leave. The Agency, cognizant of individual initiatives of employees to attain higher academic learning 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.

Section 10. Integrity Management Program for Quality Public Service. In improving the quality, accessibility and delivery of public service, the Union pledge to strictly observe the Code of Conduct and Ethical Standards (Republic Act 6713) for government officials and employees so that public perception of the government and operational authority is both congruent and positive.

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FLORDELIZA M. GELLADO

# ARTICLE VIII HEALTH AND SAFETY

Section 1. Safe and Healthy Working Conditions. The Agency shall comply with existing regulations on safety, healthy and sanitary working conditions. Among others, the Agency shall provide the following:

- a. Adequate janitorial service
- b. Personnel protective equipment and tools, when necessary
- c. Adequate security and protection for employees and properties while inside Agency premises;
- d. Clean and safe drinking water.

Section 2. Information and Health Benefits. The Union in coordination with the Agency, shall inform the employees on all health and medical benefits available to them under the GSIS, Philhealth and such other programs. The Agency agrees to assist the employees in their claim for availment thereof in order to ensure that such benefits are enjoyed by the employees.

Section 3. Provision of Emergency Medical Services and Ambulance. The Agency shall endeavor to provide emergency medical services and ambulance over and above the services provided by government hospitals.

Section 4. Hazard Pay. The Agency shall provide hazard pay or allowance to employees who are exposed to occupation risk and hazardous working conditions, subject to applicable CSC Rules and Regulations.

Section 5. Rehabilitation Leave. The Agency 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.

# ARTICLE IX

# WORKING HOURS, SALARIES AND OTHER RELATED MATTERS

Section 1. Work schedules. Union members shall be allowed by the Agency to observe flexible time schedule pursuant to Sections 5 and 6 of the Omnibus Rules Implementing Book V of Executive Order 292, and CSC Resolution No. 94-0502 dated January 20, 1994.

Section 2. Payment of Overtime for Services After Office Hours. Overtime services shall be paid subject to availability of funds and existing rules and regulations.

# ARTICLE X

# AGENCY - UNION CNA COMMITTEE AND TWG

Section 1. Agency-Union CNA Committee. To foster a better working relationship between the parties, a Committee shall be established to promote and enhance a continuous dialogue and consultation on matters affecting the parties.

The said Committee shall create a Collective Negotiation Agreement Technical Working Group (CNA-TWG) whose task is to formulate the Implementing Rules and Regulations if deemed necessary.

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Section 2. Interpretation and Enforcement of agreement. In case of disputes arising from the interpretation of this Agreement, the same shall be resolved in accordance with EO 180, series of 1987 specifically pursuant to Section 15, Amended Rules and Regulations covering the exercise of the Right of the Government Employees to organize and other pertinent laws, rules and regulations.

# ARTICLE XI

# **GRIEVANCE MACHINERY AND DISPUTE RESOLUTION**

Section 1. The parties agree to apply the existing grievance machinery procedure in cases of management-union dispute, established under existing laws for the purpose of strengthening employee-management relations and resolving conflicts at the lowest possible level in the organization.

Section 2. The Agency shall have a Board of Inquiry with an authorized Union representative as one of the members, which shall conduct a fact-finding / preliminary investigation of administrative disciplinary complaints. The guidelines for the purpose shall be formulated by the Office of the Director, Legal Service and Human Resource and Administration Service in consultation with the Union within 45 working days upon signing of this Agreement.

### ARTICLE XII LEGAL AFFAIRS

Section 1. Employees Legal Assistance. The Agency shall provide legal assistance/advise through the Legal Service/Regional Legal Offices to Union members in any of the following instances:

- a. If a member is sued in performing his/her official function by a third party in administrative case;
- b. If a member is subpoenaed/summoned to testify as witness for the Agency before any court, tribunal or body exercising quasi-judicial function.

Section 2. Administrative Investigation. The Union shall be represented in any administrative proceeding/s involving the Union member.

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# COST REDUCTION MEASURES AND CNA INCENTIVE

Section 1. The Agency and the Union 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/

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- a. Savings from supplies of the Central and each Regional and District Offices 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 Union shall create a Technical Working Group to monitor the strict implementation of existing Department issuances relative to the cost cutting measures to generate savings. The TWG will submit a periodic report to their corresponding administrative offices.

Section 3. Payment of CNA Incentive for the employees shall be based and charged to the respective free and unencumbered savings, as defined in Public Sector Labor Management Council Resolution No. 4, s. 2002. The parties herein shall work together to generate savings in accordance with section 1 of this Article and subject further to Section 4 hereof.

Section 4. The savings generated as a result of cost savings measures specified in Section 2 of PSLMC Resolution No.4 s. 2002 hereof, shall be appointed as follows:

- a. Fifty percent (50%) for CNA Incentive
- b. Thirty percent (30%) for improvement of working conditions and other programs and/or to be added as part of the CNA Incentives, as may be agreed upon in this CNA
- c. Twenty percent (20%) to be reverted to the General Fund for the National Government Agencies or to the General Fund of the constitutional commissions, state universities and colleges, and local government units concerned, as the case may be.

Section 5. 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 XIV OTHER EMPLOYEE PRIVILEGES AND BENEFITS



Section 1. Employees Cooperative. 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.

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Section 2. Transaction with Government Offices. All employees who have transactions with government offices such as, but not limited to, GSIS, PAG-IBIG, DFA, NSO, NBI and Ombudsman for clearances related for incidental to employment, shall be considered on official time, subject to the exigency of the service and the usual notification requirements. In addition, the Agency and the Union shall and educate the employees on various transactions such as, but not limited to salary loans, housing loans and retirees on the release of retirement pay from the GSIS, PAG-IBIG, and other government agencies.

Section 3. Assistance to Retirees. The Agency shall provide a pre-retirement counseling and retirement programs to all retiring employees.

Section 4. Clothing/Uniform Allowance. The Agency shall provide clothing/ uniform allowance to all employees whether permanent, casual or contractual in the amount prescribed by existing rules and regulations.

Section 5. Cultural and Sports Activities. The Agency shall provide funds (Php1,500 every participants) for the conduct of cultural and sports activities pursuant to the provisions of General Appropriations Act subject to existing accounting rules and regulations.

Section 6. Anniversary Bonus. The Agency shall provide Anniversary bonus to all officials and employees subject to existing rules and regulations.

Section 7. DPWH Canteen. The Agency shall provide a clean, affordable and decent canteen for DPWH employees.

# ARTICLE XV ENTIRETY AND AMENDMENT CLAUSE

Section 1. Separability Clause. In the event that any provision of this Agreement is declared void by competent court, the remaining provision of this agreement shall continue to be valid and in full force and effect.

Section 2. General Condition. Except as may be allowed or exempted by law, all provisions contained in this Agreement shall be subject to the rules and regulations of the Civil Service Commission and the Department of Budget and Management.

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#### ARTICLE XVI EFFECTIVITY AND DURATION

This Agreement shall be effective upon signing for a period of three (3) years. Both parties shall 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. Finally, if upon the expiration of this Agreement, no new agreement is entered into by and between the parties, this Agreement including amendments thereof, if any, shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto or thru the authorized representatives have signed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ROGELIO L. SINGSON Secretary DPWH Management Panel

Department of Public Works

And Highways

Undersecretary JAIME A. PACANAN Chairman, CNA Committee

Asec. ARDELIZA R. MEDENILLA Vice-Chairperson, CNA Committee

Director ARISTEO O. REYES Member, CNA Committee

Director ANGELA B. ABIQUI Member, CNA Committee

OIC-Dir. JOECT. JACOB Member, CNA Committee

Director REYNALDO TAGUDANDO Member, CNA Committee DPWH Employees Union

CESAR CRISTOBAL President

DPWH Employees Union

Witnesses



ANDROV. SANTIAGO Chairman, DPWH-EU CNA Committee

MARIA TEODORA P. LOSANTAS, D.B.A. Vice President for Luzon

KENNETH G. GENSOLIN V/ce/ President for Visavas

FLORDEL S C. ENRIQUEZ Vice-President for Mindanao

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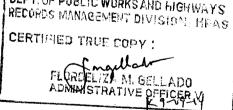
#### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES ) CITY OF MANILA ) S.S.

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BEFORE ME, a Notary Public for and in the City of Manila, this \_\_\_\_\_ day of \_\_\_\_\_\_2014, personally appeared DPWH Secretary ROGELIO L. SINGSON and DPWH Employees Union President CESAR M. CRISTOBAL, with DPWH ID Nos. \_\_\_\_\_\_ issued at DPWH Main Office, Bonifacio Drive foregoing Collective Negotiation Agreement (CAN) and they acknowledged before me that the same is their free and voluntary act and deed.

| of  | N WITNES | S WHEREOF,<br>2014. | I have hereunto set | my hand and seal on this _            | day |
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