



**7TH COLLECTIVE NEGOTIATION AGREEMENT (CNA)
2020-2023**

KNOW ALL MEN BY THESE PRESENTS:

The **PHILIPPINE PORTS AUTHORITY (PPA)**, a government instrumentality with corporate powers (GICP), organized and existing under and by virtue of Presidential Decree No. 857, as amended, with principal office at PPA Corporate Center Building, Bonifacio Drive, South Harbor, Port Area, Manila, Philippines, represented herein by its General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as "**PPA**".

-and-

The **PAMBANSANG TINIG AT LAKAS SA PANTALAN (PANTALAN)**, a duly organized employees' union duly accredited by the Department of Labor and Employment (DOLE) and Civil Service Commission under Registration Certificate No. 019 dated September 17, 1987 and the Civil Service Commission (CSC) under Certificate of Registration No. 118 dated January 9, 1996 with office address at Mezzanine, PPA Corporate Building, Bonifacio Drive, South Harbor, Port Area, Manila, Philippines, represented herein by its National Executive President, **JULIO JESUS M. ESTUDILLO, III**, and hereinafter referred to as "**PANTALAN**".

WITNESSETH THAT:

WHEREAS, the 1987 Constitution of the Republic of the Philippines has adopted and declared the following as State policies:

1. "Section 3. The State shall afford full protection to labor, local, and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all.

It shall guarantee the rights of all workers to self-organization, collective bargaining and negotiation, and peaceful concerted activities including the right to strike in accordance with law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

The State shall promote the principle of shared responsibility between workers and employers and the preferential use of voluntary modes of settling disputes including conciliation and shall enforce their mutual compliance therewith to foster industrial peace.

The State shall regulate the relations between workers and employers, recognizing the right of labor to its just share in the fruits of production and the right of enterprises to reasonable returns on investments, and

to expansion and growth." (Article XIII, Social Justice and Human Rights);

2. "Section 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." (Article III, Bill of Rights);
3. "Section 2. (5) The right to self-organization shall not be denied to government employees." (Article IX-B, Constitutional Commissions); and
4. "Section 28. Subject to reasonable conditions prescribed by law, the State adopts and implements a policy of full public disclosure of all its transactions involving public interest." (Article II, Declaration of Principles and State Policies)

WHEREAS, Executive Order No. 180, as amended, and CSC Memorandum Circular No. 55, series of 1990, provide that the terms and conditions of employment or improvement thereof, except those that are fixed by law, may be subject of negotiations between accredited unions and appropriate government authorities;

WHEREAS, PPA recognizes and supports the right of the employees to self-organization and to collective negotiations on terms and conditions of employment pursuant to law;

WHEREAS, it is in the best interest of PPA and PANTALAN to uphold corporate core values of PPA and to establish a working environment that will promote harmonious relationship between them and enhance employees' welfare and productivity, achieve the mission and vision of PPA and contribute to the attainment of an effective and genuine public service;

WHEREAS, PPA and PANTALAN have agreed to promote the principle of shared responsibility between the union and management in all matters and decisions affecting rank and file employees' rights, benefits and interests;

WHEREAS, PPA and PANTALAN have agreed to sign and enter into a formal agreement on mutually acceptable terms as may hereinafter be agreed upon in order to provide for just, humane, reasonable and equitable working conditions, ensure maximum productivity and employee discipline, promote the general welfare, health, safety and the best interest of all PPA employees as a means of fostering harmonious employer-employee relations;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations hereinafter provided, PPA and PANTALAN have agreed as follows:

ARTICLE I

DECLARATION OF PRINCIPLES

SECTION 1.

PPA and PANTALAN recognize the basic rights of all employees for a living wage, career development and humane working conditions and security of tenure for permanent employees.

SECTION 2.

PPA and PANTALAN shall adhere to applicable national and international declarations of laws, rules and policies on the rights of workers to self-organization and collective negotiation.

SECTION 3.

Public Service is paramount and shall not be prejudiced in any way. Laws, rules and policies governing concerted activities and strikes in the government service shall be complied with by PPA and PANTALAN.

SECTION 4.

PPA shall involve PANTALAN, and the latter commits to participate in the formulation of policies, plans and programs affecting rights, benefits and duties as herein provided.

SECTION 5.

PANTALAN recognizes and respects the authority of PPA in the implementation of laws governing terms and conditions of employment rules and regulations on human resource actions, and the provision and maintenance of employee welfare and benefits provided under the law.

To this end, PPA and PANTALAN agree that all covenants, stipulations, agreements, and provisions contained herein are subject to applicable laws, rules, regulations and policies.

SECTION 6.

PPA and PANTALAN shall promote a progressive and harmonious relationship and uphold the letter and spirit of this CNA.

ARTICLE II
COVERAGE

SECTION 1.

PPA and PANTALAN agree that this CNA shall cover the Collective Negotiating Unit (CNU) consisting of all PPA employees holding positions up to the Division Manager or its equivalent position except high-level, highly confidential and co-terminus positions.

ARTICLE III
UNION RECOGNITION

SECTION 1.

PPA recognizes PANTALAN as the sole and exclusive negotiating representative of all rank-and-file employees in the CNU as defined in Article II above.

SECTION 2.

PPA shall deal only through and directly with PANTALAN National Executive Board through its National Executive President on all matters and issues affecting the rights, benefits and interests of all rank and file employees.

SECTION 3.

PPA shall not discriminate against any employees due to membership in PANTALAN or for acts performed in accordance with law pursuant to this CNA.

SECTION 4.

PPA shall, subject to the exigency of the service, allow the holding of the following PANTALAN meetings on official time not exceeding the frequency indicated below:

- a) Chapter Officers' Meeting – Twice a month
- b) Chapter General Assembly – Once per quarter
- c) District Council Meeting – Not more than twice a year
- d) National Council Meeting – Twice a year
- e) National Executive Board (NEB) Meeting – Quarterly
- f) NEB Special/Emergency Meeting – Not more than twice a year
- g) PANTALAN Committee Meeting – Once a month

PANTALAN shall furnish PPA the list of official attendees to the afore- cited meetings and shall notify PPA of the schedule of meetings and their durations at least ten (10) working days before the scheduled date.

SECTION 5.

PPA shall allow members of the NEB, the National Council, and the officers of the Chapters of PANTALAN and authorized members thereof, official time off per year, which shall be non-commutative and non-cumulative for the purpose of attending NEB meetings, labor education, general assemblies, and other activities, subject to the usual notification requirements.

The PANTALAN National Executive President shall be allowed to attend all PANTALAN activities.

The projects and assignments completed by PANTALAN officers or members enhancing employees' welfare and productivity as well as community relations shall form part of their IPCR/OPCR in accordance with the existing PPA Strategic Performance Management System and subject to the confirmation of the PPA/PMO Performance Management Team.

SECTION 6.

PPA shall be informed in writing by PANTALAN of the names of its officers duly elected to the NEB and to its District Council. PANTALAN shall inform PPA of any substitute or change of such PANTALAN officers within fifteen (15) calendar days from their official election and designation as well as their functions and duties as defined under PANTALAN rules.

As the need arises and subject to the approval of the General Manager, PPA shall allow PANTALAN National Executive Officers to travel on official time to the Chapter/s for union-related issues and concerns.

SECTION 7.

PPA shall allocate to PANTALAN and all its chapter offices a respectable office space for official use as well as available office equipment and furniture, such

as one (1) local telephone, one (1) computer with internet services, one (1) printer and one (1) fax machine, among others.

PPA shall allow the free use of its machines and office equipment and other facilities available in the office where they are assigned.

SECTION 8. PPA shall provide, whenever available, service vehicle/s for the use of PANTALAN in attending official meetings subject to existing policies of PPA on travels and use of vehicles upon written request.

SECTION 9. PPA shall include PANTALAN in its mailing list for the dissemination of its Annual Reports, approved financial budget, financial report audited by the Commission on Audit (COA) and such other pertinent financial reports in the possession of PPA.

SECTION 10. PPA shall include PANTALAN as part of the clearance requirement for employees referred to in Section I, Article II who will retire, transfer, resign, go on leave of absence and/or be separated.

SECTION 11. PPA shall allow PANTALAN offices or members to attend on official time workers' education programs, seminars, meetings, conventions, conferences and symposia including leadership training and trade unionism, workers' congresses and similar activities conducted by government entities and non-government organizations.

ARTICLE IV **LABOR EDUCATION**

SECTION 1. PPA and PANTALAN shall conduct, on official business, trainings, fora or symposia for all employees related to their rights, obligations and responsibilities under the law.

SECTION 2. PPA shall allow the attendance and participation of a maximum of five (5) PANTALAN representatives to a maximum five (5) conventions or seminars related to unionism in a year.

ARTICLE V **MANAGEMENT PREROGATIVE, SHARED RESPONSIBILITY AND** **ACCOUNTABILITY**

SECTION 1. PANTALAN recognizes that the success of PPA corporate governance will rebound to the best interest of its members. It shall therefore exercise every effort to pursue the realization of PPA's corporate vision, mission and core values.

SECTION 2.

PANTALAN recognizes and respects the prerogative of PPA to appoint personnel in accordance with the merit and fitness principle provided under the Constitution and other existing laws, to discipline personnel, and to lay down internal policies, procedures and guidelines for sound personnel management and administration within PPA.

Pursuant to the principles of shared responsibility and employee empowerment, PPA recognizes the right of PANTALAN to be represented in the former's deliberation and decision-making processes. To this end, PANTALAN shall be represented in committees in the Head Office and Field Offices such as, but not limited to, the following:

- a. Human Resource Merit Promotion and Selection Board (HRMPSB);
- b. PPA Scholarship Committee;
- c. Program on Awards and Incentives for Service Excellence (PRAISE);
- d. Grievance Committee;
- e. Committee on Protest on Appointment;
- f. Committee on Decorum and Investigation (CODI);
- g. Performance Management Team (PMT);
- h. Uniform/Clothing Committee;
- i. Change Management Team (CMT);
- j. Placement Committees;
- k. PPA GAD Focal Point System (PPA GADFPS);
- l. PPA Task Force on Accessibility
- m. Sub-Committees (PC/PSC); and other similar committees.

SECTION 3.

PANTALAN and PPA shall jointly work for and exert all complementary efforts to ensure the passage of legislative bills that will promote the best interest of PPA and its employees.

PPA and PANTALAN agree to institutionalize a Management and Union Hour every quarter or every NEB Meeting in order to discuss Union developments, employees' welfare and other labor issues and concerns.

SECTION 4.

PANTALAN commits to police its own ranks to promote discipline, efficiency, harmony, integrity, productivity and professionalism in the delivery of public service. To this end, PANTALAN shall support PPA in the implementation of its policies and programs especially on the following:

- a) Code of Conduct and Ethical Standards for Government Official and Employees, RACCS; Data Privacy; Anti-Red-Tape/EDB-EGS
- b) Human resource management, especially on attendance, punctuality and office decorum; and
- c) Good governance.

SECTION 5.

PPA shall strictly comply with the provisions of CSC Memorandum Circular No. 24, series of 2017, entitled "2017 Omnibus Rules on Appointments and Other Human Resource Actions" and its subsequent amendments, if any.

SECTION 6.

PPA and PANTALAN shall continue to implement Administrative Order No. 103 of the President of the Philippines dated 31 August 2004 as adopted through PPA Memorandum Order No. 19-2004 and its subsequent amendments on the adoption of austerity measures in the government.

PPA and PANTALAN, through the CNA, Monitoring Committee as provided for in Section 1, Article XIV, shall prepare the list of additional proposed cost-saving measures not identified under PPA Memorandum Order No. 19-2004 and its subsequent amendments. Same Committee shall review and assess the report of savings generated from the implementation of the cost-saving measures.

ARTICLE VI
HUMAN RESOURCE ACTION

SECTION 1.

PPA shall inform PANTALAN of the reassignment of any employee. PPA shall exercise caution in transferring/reassigning employees who are appointed to a station-specific position.

The affected employee shall be consulted prior to any such action without prejudice to the sound and valid exercise of management prerogative.

SECTION 2.

PPA shall furnish PANTALAN a copy of any document pertaining to reassignment, detail or disciplinary action of employees including the reason/s thereof within five (5) working days from issuance of Special Order.

SECTION 3.

PPA shall involve PANTALAN in any program on reorganization or internal re-structuring.

SECTION 4.

PPA shall exercise prudence and caution in effecting any change in organizational structure. PANTALAN and/or the affected employee shall be consulted prior to any such action and given the option for appointment in other PPA unit where a vacancy exists.

ARTICLE VII
RECRUITMENT, PLACEMENT AND HUMAN RESOURCE DEVELOPMENT

SECTION 1.

PPA shall furnish PANTALAN a list of new employees upon issuance of appointment. Likewise, PPA shall

furnish PANTALAN a copy of the Plantilla of Personnel upon request.

SECTION 2.

PANTALAN shall identify and submit to PPA at least one (1) leadership training/seminar for all PANTALAN officers/leaders regardless of salary grade.

The equitable distribution of career and employee development opportunities, particularly training and scholarship grants, both local and foreign, shall be strictly observed through the procedures governing the operations of the Scholarship Committee/Personnel Development Committee. Accordingly, all trainings should be posted in the PPA website within twenty-four (24) working hours upon receipt of notice of said training.

For regular foreign trainings, advance notice should be posted in the PPA website and given to all RCs.

SECTION 3.

PPA shall ensure the advancement of its employees and adopt a program for career pathing and succession of its employees.

SECTION 4.

PPA shall allocate at least three percent (3%) of the annual budget for human resource development in accordance with the provisions of Book V, Executive Order No. 292 and its Implementing Rules and Regulations, subject to restrictions provided under existing or subsequent regulations, if any. As such, each employee shall be provided with at least one (1) relevant learning and development intervention per year.

SECTION 5.

PPA shall ensure that the following be conducted regularly:

- a.) Mandatory general orientation to include topics about PANTALAN and public sector unionism for new entrants and as needed for existing employees;
- b.) Job orientation for new entrants and newly promoted personnel;
- c.) Minimum of one (1) relevant training for each functionality per year;
- d.) Updates on all issuances and policies affecting PPA employees in accordance with the Communication Plan; and
- e.) Pre-retirement orientation for retiring employees.

ARTICLE VIII

EMPLOYEE BENEFITS, RIGHTS AND PRIVILEGES

SECTION 1.

PPA agrees to continue the grant of existing economic benefits, subject to availability of funds.

SECTION 2. Any benefit received by employees of other government offices/agencies may form part of the PPA employees' benefits, as applicable and as may be authorized by the National Government.

SECTION 3. PPA agrees to grant CNA incentives in accordance with applicable guidelines.

PPA and PANTALAN further agree that the CNA Steering Committee shall come up with a resolution as to the utilization of Thirty Percent (30%) of the savings as provided in Par. (b), Section 6 of PSLMC Resolution No.02, series of 2003 for the improvement of reasonable working conditions of the employees.

PPA shall furnish PANTALAN a copy of the PPA Financial Statements within five (5) days from receipt of the Annual Audit Report from COA, including the computation of savings as defined by the PSLMC.

SECTION 4. Upon request, employees who are due for retirement shall:

4.1 be given privileged duties and assignments at most six (6) months prior to his/her actual date of retirement;

4.2 in conjunction with the availment of 4.1 above, be allowed to visit a maximum of three (3) domestic ports of his/her choice on official business with a maximum duration of five (5) calendar days per port inclusive of travel time.

SECTION 5. PPA shall assign a specific personnel to assist the retiring employees in the processing of their terminal leave, retirement pay and other benefits with PPA, GSIS and other government agencies.

Further, PPA shall ensure that the terminal leave benefit is made available to the employees concerned within ten (10) working days upon receipt by HRMD of complete documentary requirements.

SECTION 6. PPA and PANTALAN, in coordination with appropriate government agencies, shall come up with a housing program for interested and qualified permanent employees.

SECTION 7. PPA and PANTALAN shall work for a uniform implementation of existing policies on overtime and compensatory day-off.

SECTION 8. PPA shall adopt a modified flexible working schedule for employees, when so warranted.

SECTION 9. PPA shall work for the provision of hazard insurance per CSC Memorandum Circular No.18, series of 1990

for employees assigned to fieldwork and exposed to risk and hazardous working conditions.

SECTION 10.

PPA shall shoulder expenses for the renewal of the licenses/accreditation required in the performance of the employees' official functions and for their attendance to seminar/s required by appropriate authority for the renewal of said license/accreditation.

SECTION 11.

In accordance with laws, rules and regulations on the matter, PPA shall implement the following leave privileges:

- a) One Hundred Five (105) days Maternity Leave. However, an additional period of 30 days without pay may be availed.
- b) One Hundred Twenty (105+15) days Maternity Leave for Solo Parent. However, an additional period of 30 days without pay may be availed.
- c) Seven (7) days Paternity Leave. However, an additional 7 days may be granted from the 105 days maternity leave of the working spouse.
- d) Three (3) days Special Leave Privileges
- e) Five (5) days Forced Leave
- f) Six (6) Months Rehabilitation Leave
- g) Seven (7) days Parental Leave for Solo Parents
- h) Ten (10) days Leave under Anti-Violence Against Women and Children Act of 2004
- i) Fifteen (15) days Vacation Leave
- j) Fifteen (15) days Sick Leave
- k) Sixty (60) days gynecological leave as provided for by the Magna Carta of Women
- l) Six (6) months Study Leave
- m) Special Emergency Leave in accordance with CSC-MC No.2, series of 2012 and internal policies to be issued by PPA
- n) Compensatory Time-off
- o) Fourteen (14) days quarantine leave per Civil Service Commission (CSC) MC No. 08, s. 2020
- p) Other as allowed by law

SECTION 12.

PPA shall grant Time-Off Privileges to its employees under the following circumstances:

- a) Three (3) days for reasons not used in the special privilege leave
- b) One (1) extra day-off for every official travel of four (4) days or more, provided the total days-off shall not exceed ten (10) days in a year.
- c) One (1) day Union Time-Off

Employees granted Time-Off privileges are excused from reporting to work and shall not be marked absent nor deductions be made on leave credits.

SECTION 13.

A Day Care Center may be provided and maintained at the Head Office and Field Offices for the children of employees, if necessary.

SECTION 14.

In all its offices, PPA shall continue to provide and maintain basic amenities for all PPA employees subject to existing laws, rules and regulations, but not necessarily limited to the following:

- a) Pantry and lounge areas with TV;
- b) Hygienic comfort rooms;
- c) Adequate supply of potable water and dispensers for hot and cold water;
- d) Employees' lockers;
- e) Pipe-in music;
- f) Employees' shower rooms; and
- g) Appropriate area for nursing mothers

SECTION 15.

Where practicable, PPA shall provide the following to its employees:

- a) Responsive shuttle vehicle services;
- b) Suitable rest areas for employees rendering swing duty
- c) Financial subsidy and other needed support to make the Botika ng Bayan more accessible;
- d) Scholarship Programs for the employees' children;
- e) PX mart that sells affordable commodities and the provision of its seed fund;
- f) Sports and cultural clinic development program for PPA employees and their children; and
- g) Upgraded Sports facilities

SECTION 16.

PPA shall allow its employees on official travel the use of its quarters and dormitories free of charge.

SECTION 17.

PPA shall provide summer job program for employees' children of employable age, as maybe deemed necessary subject to CSC Guidelines.

SECTION 18.

PPA shall grant program to qualified employees to include but not limited to the information, education and advocacy program on Republic Act No. 8972 otherwise known as the Solo Parents Welfare Act of 2000, Magna Carta of Women and Persons with Disabilities and Senior Citizens.

SECTION 19.

In the event of privatization of port services. PPA shall endorse PANTALAN and/or PPA Employees' Cooperative to the Terminal Operator in case any port ancillary services is sub-contracted.

ARTICLE IX
EMPLOYEE AWARDS

- SECTION 1. PPA recognizes the need to reward the excellent and outstanding accomplishment of its employees. As such, the PPA shall continue to implement an Employee Cash Benefit Program competitive with those given by other Government Agencies to employees who graduated with honors or have passed the BAR or any Board Examinations in accordance with the provisions of the PRAISE.
- SECTION 2. In recognition of the services of retiring employees, PPA benefits to be given shall be in accordance with the provisions of RA 10154, the GSIS Law and the approved PPA PRAISE.
- SECTION 3. In recognition of the employees' contribution to public service, PPA and PANTALAN shall continue to work for an increase of the following cash benefits to PPA employees, subject to applicable laws, rules and regulations;
- a) Long service or loyalty incentives and token in accordance with the CSC MC 6., s. 2002 and CSC approved PPA PRAISE subject to the approval of CSC
 - b) Meal allowance
 - c) Rice allowance
 - d) Children's allowance
 - e) Reimbursement of medical expenses
- SECTION 4. PPA and PANTALAN shall work for the availment of other allowances being enjoyed by other government agencies.
- SECTION 5. PPA and PANTALAN shall continue to work for the inclusion of the rank and file in the Pagpupugay at Pasasalamat Program.
- SECTION 6. PPA shall ensure the implementation of awards and incentives under the CSC-approved PRAISE or its subsequent amendments.

ARTICLE X
SPORTS/PHYSICAL FITNESS, RECREATIONAL AND CULTURAL ACTIVITIES

- SECTION 1. The Employee-Management Sports/Physical Fitness, Recreational and Cultural Committee (SPFRCC) shall continue to formulate a comprehensive and continuing sports/physical fitness, recreational and cultural programs for all levels and ranks.
- SECTION 2. PPA shall provide reasonable budget for the conduct of specific activities in accordance with the approved programs.

SECTION 3.

PPA and PANTALAN shall provide opportunities for employees' social development to enhance camaraderie and cooperation among personnel.

ARTICLE XI

HEALTH, SAFETY, ENVIRONMENT AND WORKING CONDITIONS

SECTION 1.

For the purpose of improving working conditions in PPA, and taking into account the limitations in the benefits provided by Philhealth, PPA shall invest in the physical wellness of its employees. To this end, PPA shall put up a health maintenance program to ensure that all personnel are physically fit to report to work, which basically includes the conduct of regular medical-physical and mental examinations and the following:

- 1.1 Annual medical/physical examination;
- 1.2 The establishment of a medical, dental and optical clinics or the provision of medical services through accredited hospitals; and
- 1.3 The availability of first aid units, including transport services to employees at the Head Office and, if necessary, PMOs with designated staff from existing personnel strategically assigned in the workplace and duly trained to render emergency treatment.

SECTION 2.

PPA shall establish and maintain a medical, physical, dental and optical records or history of its employees. Each employee shall be furnished the results of any medical, dental, or optical examinations.

SECTION 3.

PPA agrees to implement and institutionalize existing legislations, practices and standards on occupational health and safety.

SECTION 4.

PPA shall provide personal protection equipment for its employees who are directly exposed to chemical, radiation and other health hazards.

SECTION 5.

PPA shall provide fire exits, fire-fighting equipment and fixtures in all its offices and implement fire drills, earthquake drills, disaster and emergency preparedness trainings.

SECTION 6.

PPA shall promote programs for the physical and mental well-being of its employees.

SECTION 7.

PPA and PANTALAN shall jointly support programs and development on environmental protection, issues and concerns.

SECTION 8.

PPA shall provide, in accordance with CSC Rules and Regulations, time and area for recreation/sports activities. It shall likewise provide the necessary physical fitness/sport, and/or recreational equipment and facilities for use of all employees free of charge.

ARTICLE XII
GRIEVANCE MACHINERY

SECTION 1.

PPA and PANTALAN shall continue the Grievance Machinery established under existing laws for the purpose of strengthening employer-employee relations and resolving conflicts at the lowest possible level in the organization.

ARTICLE XIII
COMPLIANCE WITH CHECK-OFF AND OTHER REQUIREMENTS

SECTION 1.

Subject to individual written authorization of PANTALAN members as required by PSLMC Resolution No. 2-2004, PPA shall cause the deduction from the payroll monthly union dues, membership fees and such other than union obligations.

SECTION 2.

Upon letter request, PPA agrees to deduct from the payroll an Agency Fee from the salaries and benefits of employees who are non-PANTALAN members who received benefits under CNA in accordance with the PSLMC Resolution No.01, series of 1993 and all other pertinent laws.

SECTION 3.

The deductions provided for under this Article shall be remitted to PANTALAN on or before the 15th day of the succeeding month.

SECTION 4.

After all mandatory deductions such as GSIS, PhilHealth and PAG-IBIG contributions, withholding tax, loans and advances from PPA, the deductions of PANTALAN monthly dues and other authorized union assessments shall have priority over those of other entities such as PPAEDCO, PCSLAI, Welfare Funds and others.

SECTION 5.

PANTALAN shall furnish PPA with copies of documents that it periodically submits to DOLE and other government agencies.

ARTICLE XIV
CNA STEERING COMMITTEE, MONITORING COMMITTEES AND TECHNICAL WORKING COMMITTEES

SECTION 1.

A CNA Steering Committee and Monitoring Committees composed of equal number of

representatives from the PPA Management and PANTALAN shall be created for the effective implementation of the provisions herein contained.

As such, within thirty (30) calendar days after the effectivity of this CNA, PPA shall Order the creation and activation of the CNA Steering Committee and the CNA Monitoring Committees for the Head Office and the Field Offices.

The CNA Steering Committee shall be responsible in ensuring that the provisions of the CNA are being implemented nationwide. It shall undertake measures to achieve full implementation of the CNA and take remedial actions on problems that may arise during its implementation.

The CNA Monitoring Committees shall be responsible in monitoring the implementation of the CNA provisions in accordance with the details provided by the CNA Steering Committee. They shall submit to the CNA Steering Committee a monthly status report including the problems encountered during its implementation.

SECTION 2.

PPA and PANTALAN, through the CNA Monitoring Committees and with the express authority from the CNA Steering Committee shall conduct a regular evaluation on the implementation of this CNA.

SECTION 3.

PPA, upon the recommendation of the CNA Steering Committee, shall issue appropriate guidelines necessary for the effective implementation of the provisions herein contained.

SECTION 4.

CNA Technical Working Committee/s (TWC/s) composed of the following representatives shall be constituted and activated by the PPA upon recommendation of the CNA Steering Committee:

- a) Chairperson and two (2) members from PPA Management
- b) Co-Chairperson and two (2) other members from PANTALAN
- c) The CNA TWC shall perform the following functions:
- d) Identify provisions of the CNA that require the issuance of Implementing Rules and Regulations (IRR);
- e) Prepare the IRR;
- f) Submit to the CNA Steering Committee any proposed IRR;
- g) Designate a secretariat to assist in the performance of its functions; and
- h) Perform other related tasks as may be directed by the CNA Steering Committee.

ARTICLE XV
FUNDS

SECTION 1. PPA shall include in its annual budget, the necessary appropriations for the implementation of the provisions of this CNA.

ARTICLE XVI
EFFECTIVITY AND AMENDMENTS

SECTION 1. This CNA shall become effective immediately after its signing by PPA and PANTALAN and ratification by the majority of the PANTALAN members and shall remain in full force and effect for a period of three (3) years.

SECTION 2. PANTALAN shall conduct a general assembly of all its members within ninety (90) calendar days from date of signing for the purpose of disseminating the contents of this CNA and its ratification.

SECTION 3. PPA shall conduct an orientation meeting for its officers both in Head Office and Field Offices, for effective information dissemination of this CNA.

SECTION 4. For purposes of considering specific proposals, amendments or negotiation for new terms and conditions, PANTALAN shall provide PPA with a written notice at least thirty (30) calendar days prior to the date of the scheduled meeting to discuss and/or consider such proposed amendments. In all instances, such re-negotiation for amendments or proposals shall be undertaken not earlier than three (3) months from the effectivity of this CNA.

ARTICLE XVII
FINAL PROVISIONS

SECTION 1. PPA and PANTALAN agree to exert all efforts to resolve amicably and immediately any or all disputes arising from the implementation of this CNA.

SECTION 2. If any of the provisions of this CNA is declared invalid by a court or body of competent jurisdiction, the remaining provisions thereof shall continue to be valid and effective. In such case, PPA and PANTALAN shall meet for the purpose of amending or revising this CNA within fifteen (15) calendar days after the decision has become final and executory.

SECTION 3. PPA and PANTALAN agree to meet not later than ninety (90) calendar days prior to the expiration of this CNA for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of the rights of the other party during the freedom period, the provisions of this CNA, including modifications or

amendments thereof, shall remain in force and effect until a new CNA shall have been concluded and executed.


SECTION 4.

PPA shall undertake the printing and dissemination of this CNA within ninety (90) days from the signing thereof.

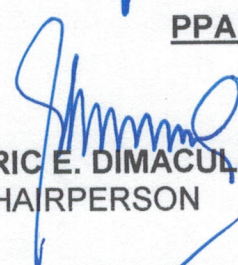
IN WITNESS WHEREOF, PPA and PANTALAN, by their respective representatives, hereby sign this CNA this ____ day of _____ 2020 at the PPA Corporate Center Building, Bonifacio Drive, South Harbor, Port Area, Manila, Philippines.

PHILIPPINE PORTS AUTHORITY

By:


JAY DANIEL R. SANTIAGO
General Manager

PPA PANEL


ERIC E. DIMACULANGAN
CHAIRPERSON


MARK JON S. PALOMAR


PRIMO ELVIN L. SIOSANA


ANGELINA A. LLOSE

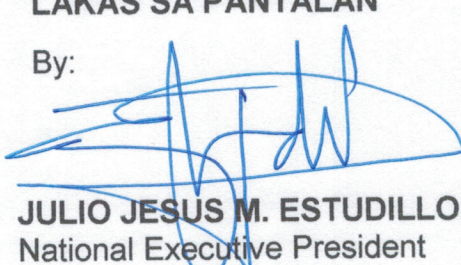

VENICIUS V. VILLASEÑOR


REYNAND C. PARAFINA

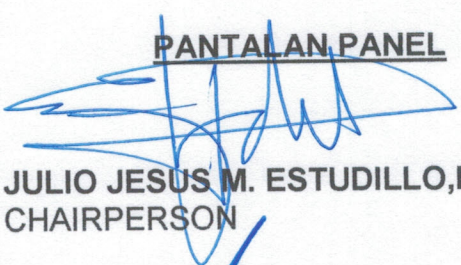

RIGEL L. CAABAY

**PAMBANSANG TINIG AT
LAKAS SA PANTALAN**

By:



JULIO JESUS M. ESTUDILLO, III
National Executive President

PANTALAN PANEL


JULIO JESUS M. ESTUDILLO, III
CHAIRPERSON


ROLDAN G. CALEJESAN


MACARIO P. GAA, JR.


NIMPA A. RIVERA


LORD TYRONE L. AGATON


MA. ESTELA SOTERA K. CARPIO


AYMER M. ARAP

ehelon
EMERINA R. BILLONES

Monte pegu
MARYGENE F. MONTENEGRO

P. P.
ELIGIO P. FORTAJADA

[Signature]
EPELITO S. ARAO-ARAO II

[Signature]
REYNALDO C. BAUTISTA

[Signature]
CHRISTINA L. TAQUEBAN

[Signature]
MICHELLE O. ARANDIA

[Signature]
GLEN T. DOMINGO

SECRETARIAT

[Signature]
MARIETTA I. GUERRERO

[Signature]
ELADIO Y. VILLAVERTE, JR.
[Signature]
VINA O. PEREZ

[Signature]
HERBERT M. NAVARRO

[Signature]
JENLYN B. MEDIANA-ARENASA

[Signature]
MICHELLE B. BORJA

WITNESSES

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of Manila

) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, this _____ day of _____ 2020, personally appeared the following:

<u>NAME</u>	<u>POSITION</u>	<u>COMPANY I.D. NO.</u>	<u>DATE</u>	<u>PLACE</u>
JAY DANIEL R. SANTIAGO	General Manager	PPA 0010	2016	Manila
JULIO JESUS M. ESTUDILLO, III.	Nat'l Exec. President	PPA 0003	2000	Manila

and they acknowledged to me that the same are their own free act and deed, as well as the free and voluntary act of the entities they represent

The foregoing instrument is a Collective Negotiation Agreement consisting of nineteen (19) pages, including this page on which this Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

Doc. No. _____

Page No. _____

Book No. _____

Series of 2020