



02 May 2019

CUSTOMS MEMORANDUM CIRCULAR NO. \_\_\_\_\_/18 - 20/9

To:

All Deputy Commissioners

All Directors and Division Chiefs

All District/Port Collectors
And Others Concerned

SUBJECT: CNA entered By and Between BOC & BOCEA

Attached is the letter of Director Cecilia C. Dela Fuente, Human Resource Relations Office, Civil Service Commission (CSC) informing this Bureau of the registration of the **Collective Negotiation Agreement (CNA)** entered by and between the BUREAU OF CUSTOMS and the BOC EMPLOYEES ASSOCIATION.

As per CSC Certificate of Registration No. 1669, this CNA is binding during the period of its effectivity from January 24, 2019 to January 25, 2022.

For your information and guidance.

For record purposes, please confirm the dissemination of this circular throughout your offices within fifteen (15) days from receipt hereof.

REY LEONARDO B. GUERRERO

Commissioner MAY 0 7 2013

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#### COLLECTIVE NEGOTIATION AGREEMENT

#### LET WHOM THESE PRESENTS MAY COME KNOW:

This Collective Negotiation Agreement is made and entered into this 25th day of January 2019 by and between:

The BUREAU OF CUSTOMS (BOC), a government revenue generating agency duly organized and established by virtue of Philippine Administrative Act No. 355, dated 06 February 1902 as amended, with principal office at Gate 3 South Harbor, Port Area, Manila, represented in this Agreement by its Commissioner REY LEONARDO B. GUERRERO, and hereinafter referred to as the "BOC";

- and-

The BUREAU OF CUSTOMS EMPLOYEES ASSOCIATION (BOCEA-COURAGE), a duly organized and existing, legitimate labor organization with the Department of Labor and Employment-Bureau of Labor Relations (DOLE-BLR) under Registration Certificate No. 387 dated September 14, 1994, and declared as the sole and exclusive representative of the rank and file employees of the BOC under the Civil Service Commission (CSC) Certificate of Accreditation No. 832 dated 15 November 2011, with principal office at Rm.209 Customhouse Building, Port Area, Manila. represented by its President, REMEDIOS G. PRINCESA, and hereinafter referred to as the "BOCEA";

#### WITNESSETH:

WHEREAS, the 1987 Philippine Constitution recognizes the government workers' right to form unions and to engage in collective negotiations, to wit:

- 1. Article III, Sec. 8. The right of the people, including those employed in the public and private sector, to form unions, associations or societies for purposes not contrary to law shall not be abridged;
- 2. Article IX-B, Sec. 2 (5). The right to self-organization shall not be denied to government employees; and
- 3. Article XIII, Sec. 3. The state shall afford full protection to labor, local and overseas, organized and unorganized and promote people 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 living wage. They shall also participate in policy and decision-making process affecting their rights and benefits as may be provided by law.

WHEREAS, the BOC recognizes the terms and conditions of employment in the public sector and the rules that govern negotiations between legitimate union appropriate government authority as defined by Executive Order No. 180, issued on June 1, 1987 and its Implementing Rules and Regulation (IRR) and CSC Memorandum Circular (MC) No. 55 Series of 1990 and other laws and regulations that covers the

aforementioned issuances

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WHEREAS, the BOC recognizes the right of employees to self-organization and to collective negotiations on terms and conditions of work;

WHEREAS, the BOC has recognized the BOCEA as the sole and exclusive representative of its rank and file employees;

WHEREAS, subscribing to a client-centered delivery of public services and the promotion of a harmonious relationship between the parties, thus enhancing employees' welfare and productivity, the parties have mutually agreed to formally enter into a collective negotiation agreement under the terms and conditions hereinafter set forth:

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

### ARTICLE I DECLARATION OF PRINCIPLES

Section 1.

The parties affirm the fundamental rights of all workers in public sectors to a living wage, security of tenure and humane working conditions. The **BOCEA** shall participate in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of employees.

Section 2.

The **BOC** shall not interfere in the operation and administration of the **BOCEA** through acts designated to place the same under its control. Further, the **BOCEA** shall create an environment that guarantees the independence of the union.

Section 3.

The **BOCEA** recognizes the authority and prerogative of the **BOC** as provided for in appropriate laws, rules and regulations governing the terms and conditions of employees in the **BOC**.

Section 4.

The parties shall act in the spirit of Public Service. Thus, activities of both parties shall be conducted in consonance with the Philippine Constitution and shall be consistent with the duty of the government to protect the public good and provide effective and efficient public service.

Section 5.

Both parties believe in the equality among men and women and the eradication of all forms of discrimination. Accordingly, the parties recognize the vital role of collective negotiation in pursuing a commitment towards a gender-responsive bureaucracy.

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Section 6. Both parties shall promote a relationship of mutual respect and understanding to uphold the letter, the directives and spirits of this agreement.

Section 7.

Both parties shall strictly adhere to the spirit and intent of good governance including but not limited to the principles of accountability, predictability transparency and participatory leadership and management.





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#### ARTICLE II COVERAGE

- Section 1. This Agreement covers the following:
  - a) All rank and file employees of the Bureau who are members of BOCEA;
  - b) All rank and file employees of the Bureau who are not members of BOCEA; and
  - c) Those who perform managerial function.
- Section 2. It is understood that in this agreement, the Bureau refers to all the units/offices/services/groups of the BOC, all collection district and its subports.

# ARTICLE III UNION RECOGNITION, OFFICE SPACE/MEETINGS, RIGHTS AND PRIVILEGES UNION RECOGNITION

Section 1. The **BOC** recognizes the **BOCEA** as the sole and exclusive representative of its rank-and-file employees.

Section 2.

The **BOC** shall deal only with the **BOCEA** on all matters and issues affecting the rights, benefits and interest of all covered rank-and-file employees.

Section 3.

The **BOC** recognizes the exclusive right of the **BOCEA** to administer its internal affairs, to formulate and implement programs for the development and welfare of its members, and to represent them before all proceedings, meetings, conferences, committees, offices and agencies.

Section 4. The **BOCEA** shall be represented as a member with equal voting power in the following BOC committees:

- a) Selection and Promotion Board;
- b) Grievance Committee; and
- c) Other committees as may be created which will directly affect the rights and welfare of the rank-and-file employees such as but not limited to:
  - Programs, Awards and Incentives for Service Excellence (PRAISE);
  - 2. Disaster and Risk Management Committee;
  - Scholarship and Training Committee; and
  - 4. Customs Modernization Committee.

#### **BOCEA OFFICE AND MEETINGS**

Section 5. **BOCEA** Office. The **BOC** shall provide the **BOCEA** with office space for its principal and chapter offices in all BOC collection districts which is necessary in effecting the operations and representations of employees. The **BOC** shall also provide the **BOCEA** necessary office equipment and facilities to ensure the continuity of its operations for the welfare of the rank-and-file employees, subject to availability of funds.

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- Section 6. BOCEA Meetings. The BOC shall allow the BOCEA to hold the following meetings on official time as indicated below provided that the office operations shall not be hampered:
  - a) National Council
- Quarterly, equivalent to Four (4) working hours
- b) National Executive Council
- Monthly, equivalent to Four (4) working hours
- c) General Membership Meeting or General Assembly
- Annually, equivalent to Eight (8) working hours

#### RIGHTS AND PRIVILEGES

- Section 7. The **BOC** shall not discriminate any employees due to membership in the BOCEA or acts performed in accordance with law, or actions done consistent with this Agreement.
- Section 8.

Union Official Business - Subject to the exigency of the service and the usual leave application requirements, the BOC, in addition to existing leave benefits, shall allow the duly elected officials and committee members of the BOCEA, a total of one hundred eight (108) working days in one year on official time for the purpose of attending union activities in accordance with the schedule below provided that office operations will not be hampered:

- National President
- Maximum of forty-eight working days per year
- Members of Executive Council -
  - Maximum of thirty-six (36)working days per year
- Chapter Officers and of Standing Chairpersons Committees
  - Maximum of twenty-four (24) working days per year



However, time spent for attending and participating in meetings allowed under Sections 3 and 6 of this Agreement shall be excluded from the one hundred eight (108) working days. The same shall be non-cumulative and/or non-commutative.

Section 9. Union activities shall include but shall not be limited to the following:

- a. Worker's education programs;
- b. Seminars;
- c. Meetings;
- d. Conventions;
- e. Conferences;
- f Symposia: and
- Other capability/capacity building programs such as;





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- 1. Leadership training in public sector union;
- 2. Workers' congress; and
- 3. Other similar activities conducted by government agencies and non-government organizations for public sector unions.

The necessary funding for the above mentioned activities shall be provided by the BOC subject to existing budget, accounting and auditing rules and regulations.

- Subject to availability, the BOC shall allow BOCEA to use BOC service Section 10. vehicles in attending official meetings called by any government agency or duly accredited organizations on matter concerning the welfare of the employees.
- Section 11. Nothing in this Agreement shall be construed to diminish or reduce benefits or and other privilege(s) already being enjoyed by the employees of the BOC under existing laws, rules and regulations.
- Section 12. Access of Records. The BOCEA shall have access to the following BOC records.
  - a) Proposed Budget for the succeeding year;
  - b) Approved Budget for the year;
  - c) Statement of Expenditure;
  - d) Plantilla, Vacant and Personnel Complements;
  - e) List of Succession Plan; (Based on CSC Omnibus Rules on Appointments and Other Human Resource Action [ORAOHRA])
  - Information pertaining to personnel actions:
  - g) Policies pertaining to employees' welfare and benefits; and
  - h) Annual Procurement Plan.

It is understood that the BOCEA shall not compromise the confidentiality of the information as provided under existing laws.

#### ARTICLE IV **EMPLOYEES' WELFARE AND BENEFITS**

The BOCEA in coordination with the BOC shall design and implement programs and projects intended to promote the employees' welfare, socio-economic, physical and spiritual well-being. The BOC shall allocate necessary funds for this purpose subject to the existing budget, accounting and auditing rules and regulations.

Section 1. Health Plan. The BOC in coordination with the BOCEA shall implement a health program comprising of annual and semi-annual medical and dental check-ups that may be provided by a Health and Maintenance Organization (HMO), government hospital and other health care institutions. The BOC shall allocate necessary funds for this purpose subject to the existing budget, accounting and auditing rules and regulations.

Section 2. Multi-Purpose Hall. The BOC in coordination with BOCEA shall provide and design a multi-purpose hall for sports physical fitness activities.







Section 3. Family Welfare Activities/Program. The BOC and the BOCEA shall develop family-oriented activities, especially during summer and school breaks for the benefit of the employees' spouses and children.

#### Section 4. Additional Insurance

- 4.1 Travel Insurance. In accordance with CSC MC No. 18, s. 1990, Sec. 19 of EO No. 248, s. 1995, and subject to guidelines to be issued relative thereto, the BOC shall provide additional insurance to officials and employees who are on official travel, whether local or abroad.
- 4.2 Insurance for High Risk Jobs and Functions. The BOC shall provide accident and death insurance coverage for those who are engaged in high risk jobs and/or functions in the performance of their duty.
- Section 5. Injury and Rehabilitation Leave. The **BOC** shall provide injury and rehabilitation leave with full pay to any employee during the period of disability resulting from any injury incurred in the performance of duties and/or functions as provided under existing laws, rules and regulations.
- Section 6. Gender Sensitivity Programs. The **BOC** shall provide lactating mother employees with day-care center.
  - Education and Scholarship. The BOC and the BOCEA shall provide an education and scholarship program for all employees subject to the minimum standard set by the CSC and BOC management. The program shall cover under graduate and post graduate studies as well as technical and/or skills trainings, seminars, workshops, fellowships, study grants and similar development programs, local and abroad, subject to existing laws, rules and regulations.
- Section 8. The **BOC** shall recognize, respect and support all the traditional, spiritual and religious activities of the employees including designation of place of worship.
- Section 9. The **BOC** shall provide decent transient quarter in all ports for **BOC** employees performing their official duties and/or functions.
- Section 10. The **BOC** shall provide Shuttle Service for its employees. The **BOC** and **BOCEA** shall formulate the necessary guidelines thereto.

#### **BENEFITS**

Section 7.

Section 11. Provident Fund and Cooperative. The BOC and BOCEA support the existing BOC Provident Fund and create employees' Cooperative.

Programs, Awards and Incentive for Service Excellence. The BOC and the BOCEA shall develop Programs, Awards and Incentive for Service Excellence (PRAISE) in recognition of meritorious performance of employee/s and/or units/offices/services/groups subject to guidelines defined by the PRAISE Committee and recommendation coming from the BOCEA.

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Section 12.

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- Section 13. Benefits for Special Groups. The BOC shall implement laws granting economic benefits to special groups of employees such as health workers, persons with disabilities (PWD) and senior citizens.
- Section 14. Benefit and incentives. The **BOC** and the **BOCEA** shall endeavour to seek from appropriate authority additional benefits and incentives such as:
  - a. Retirement Incentive:
  - b. Christmas Grocery Allowance;
  - c. Hazard Pay;
  - d. Subsistence Allowance;
  - e. Rice Allowance; and
  - f. Social Amelioration Allowance.

#### ARTICLE V HEALTH, SANITATION, SAFETY AND DISASTER MITIGATION

#### HEALTH

Section 1.

In relation to Section 1, Article IV, subject to availability of funds and appropriate laws, the **BOC** shall ensure that preventive, diagnostic and curative health services are available to all employees through:

- a) Annual physical, medical, dental and optical check-up;
- b) Establishment of medical and dental clinic in all collection districts or provisions of medical services through accredited hospitals; and,
- c) Provisions of first-aid facilities and treatment for emergency situations.

Section 2.

The **BOC** in coordination with the BOCEA shall promote the reproductive health of its employees through the conduct of regular health education and medical or physical examination, such as, but not limited to mammography, prostate examinations and other relevant medical or laboratory tests.

#### SAFETY AND SANITATION

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The BOC and the BOCEA recognize the right of the rank-and-file employees to a safe, clean and conducive working environment.

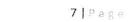
Section 3. Field Personnel. Subject to funds availability, all field personnel, such as Customs Operations Officers, Customs Inspectors, Customs Police, Customs Guards, and Customs Intelligence Officer shall be provided with the necessary or appropriate uniforms, equipment, appropriate safety apparel and facilities which will ensure their safety in the performance of their duty.

Section 4.

First Aid. The BOC shall ensure that first-aid kits or facilities shall be provided and shall be strategically located in work places or ports. The BOC and the BOCEA shall form first-aid teams and provide them with appropriate training will be spear headed by the BOC Medical Dental Division in coordination with the Philippine Red Cross, National Disaster Risk Reduction Management Center (NDRRMC) and other entities or organizations that provide safety and first aid training.



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#### **DISASTER MITIGATION**

Section 1.

Section 3.

Section 4.

Section 5. The **BOC** and the **BOCEA** recognize the necessity of the creation of a Disaster and Risk Management Committee (DRMC) which will formulate policies, programs, and mechanics including training and education pertaining to precautionary and evacuation plans in case of fire, earthquake, civil disturbance and other calamities whether man-made or natural.

Section 6. The **BOC** and the **BOCEA** shall endeavour to create an arrangement with the Philippine Charity Sweepstakes Office (PCSO) and the Philippine Amusement and Gaming Corporation (PAGCOR) for the provision of an express lane for the **BOC** employees who would require financial assistance as out-patient and/or confined in public or private hospital.

#### ARTICLE VI RECRUITMENT, PROMOTION AND PLACEMENT

The Parties recognize the strict adherence to the recruitment, promotion and placement policies under existing laws and CSC rules and regulations. The recruitment and promotion policies shall be anchored on the overriding principle of merit and fitness necessary in the performance of the job. Favouritism, discriminatory, patronage shall not be tolerated.

Section 2. *Merit, Selection and Promotion Plan.* The parties recognize strict compliance to the implementation of the duly approved **BOC** Merit and Selection and Promotion Plan (MSPP).

Next-in-Rank. The Parties recognize that the next-in-rank system shall be adopted in the promotion process in accordance with CSC rules and regulations. Accordingly, all next-in-rank employees shall become automatic contenders provided they possess all the qualifications and none of the disqualification for the vacant position. Provided further that they submit in writing their intent to apply along with the complete requirements for promotion. Non-compliance with the forgoing requirements shall automatically exclude the employee from the promotion process.

Ranking Plan will be established for purposes of the implementation of the next-in-rank.

Termination of Employment. The parties recognize, except for voluntary resignation or mandatory retirement, that all shall be terminated only for just cause as provided for by law and after observance of due process.

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#### **ARTICLE VII** JOB SECURITY, DISCIPLINE AND LEGAL ASSISTANCE

- Section 1. No employee of the BOC shall be removed or suspended, except for cause as provided by law and after observance of due process.
- Section 2. Personnel action such as hiring, promotion, demotion, transfer designation and termination shall be done in accordance with the Administrative Code of 1987 (E.O. 292) and Civil Service rules and regulations.
- Section 3. The BOC shall provide a lawyer in case any employee and/or official is involved in any lawsuit/case in the faithful and meritorious performance of his/her duty except when the BOC is the complainant, and when the employee is charged with criminal case or civil suit for damages arising from felony.

#### **ARTICLE VIII** GRIEVANCE SETTLEMENT/MACHINERY

Section 1. On matters governing resolution of grievances, a grievance machinery shall be adopted in accordance with existing guidelines and pertinent issuance as may be issued.

> Further to the foregoing section the parties adopt Rule 14 of the Amended Rules and Regulations Governing the Exercise of the Rights of Government Employees to Organize.

To ensure a harmonious and constructive relationship between the parties Section 3. for the mutual benefit, interest and welfare of both parties, and for the purpose of resolving grievances and/or disputes arising from this agreement, the BOC and the BOCEA shall endeavour to amicably settle any dispute before a complaint or administrative case is filed.

#### **ARTICLE IX WORK HOURS/OVERTIME**

The Parties shall ensure that the rights of the rank-and-file employees with Section 1. respect to overtime pay and fringe benefits shall be recognized and protected.

#### ARTICLE X PERSONNEL MOTIVATION INCENTIVE

Section 1. CNA Incentive. Based on existing guidelines and succeeding guidelines that may be issued, the BOC is mandated to grant the appropriate and possible maximum CNA Incentive without prejudice to succeeding guidelines pertinent thereto for each year, to all qualified officials and employees covered under Section 1, Article II herein.

> The **BOC** recognizes the right of the **BOCEA** to assess and collect agency fee equivalent to Ten Percent (10%) of the CNA Incentive from the BOCEA non-members who accepted and enjoyed the benefits from this Agreement including the CNA Incentive, as provided under existing rules.

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Section 2.

Section 2.

#### ARTICLE XI **CHECK-OFF DUES AND OTHER FEES**

- Section 1. Check-Off. The BOC shall make automatic deduction from the salaries of the BOCEA members the corresponding union dues, assessments and other duly authorized fees. Said amount shall be remitted to the BOCEA Treasurer within twenty (20) working days after the payroll period, where the deductions have been made; provided that personnel debts and obligations shall be excluded from this check-off authority.
- Section 2. The BOC agrees to automatically deduct an Agency Fee equivalent to Ten Percent (10%) of the monetary value of each and any benefit successfully negotiated by the BOCEA and accepted and enjoyed by the Non BOCEA members, without the need for authorization and/or consent of the Non BOCEA members. The proceeds of which shall form part of the BOCEA funds.
- Section 3. The BOC shall deduct and remit the agency fee from the BOCEA nonmembers to the BOCEA Treasurer within Twenty (20) working days of the month following the payment of the CNA Incentive.



#### **ARTICLE XII** COST CUTTING MEASURES FOR CNA INCENTIVE

Section 1. To generate the savings needed for the grant CNA Incentive, the parties shall identify the cost cutting measures and system improvement necessary to achieve the BOC performance or targets. The BOC shall adopt austerity measures, among others from the following:

- Communication Expenses;
- b. Repairs and Maintenance;
- Supplies and Materials; C.
- d. Utility Expenses;
- Transportation and Delivery Expenses; and
- f. Traveling Expenses.

Section 2. The BOCEA, in coordination with the BOC shall formulate specific cost cutting measures on the budget line items enumerated in the previous section, such as:

- a. Adoption of the 5S programs;
- Limited subscription of newspapers and other publications;
- Energy efficiency and optimization scheme such as turning on the off the air-conditioning units only during the presence of employees in their respective offices;
- Other cost cutting measures that may be adopted by both parties.





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## ARTICLE XIII IMPLEMENTING AND MONITORING SCHEME

Section 1. Interpretation. If there is any conflict between the provisions of this Agreement and any rules and regulations promulgated by the **BOC** that are applicable to employees, the terms of this Agreement shall prevail. In case of vague provisions, parties may refer to the minutes of the negotiations, as well as clarifications made and recorded during meetings, in order to determine the true intent of the parties.

Section 2. Union-Management Consultative Committee. For the purpose of smooth implementation of this Agreement, a Union-Management Consultative Committee (UMCC) shall be immediately created to be composed of three

(3) representatives from each negotiating party.

Section 3. The UMCC shall have the following functions and responsibilities:

- a) Establishes guidelines to implement the provisions of this Agreement;
- b) Monitors and reports the smooth implementation of this Agreement;
- Reports on the implementation of this Agreement to the BOC Commissioner and the BOCEA President;
- Recommends resolution on any controversy or conflict arising from the interpretation and/or enforcement of this Agreement; and
- e) Reviews the financial records and arrive at a consensus on the amount of savings generated for purposes of granting the CNA Incentive by providing full and complete verified report of the same financial data.

Section 4. The **BOC** and the **BOCEA** shall disseminate copies of this Agreement to all employees, not later than one (1) week from the signing thereof.

### ARTICLE XIV ENTIRELY AND MODIFICATION CLAUSE

Both parties agree that the terms and conditions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter herein. Both parties agree that all items have been discussed during the negotiation leading to this Agreement and the minutes thereof shall form part hereof and, therefore agree that negotiations will not be reopened on any item during the life of the Agreement.

#### ARTICLE XV SAVING CLAUSE

If any of the provisions on this Agreement is held contrary to law or declared invalid by any court of competent jurisdiction, the remaining provisions thereof shall continue to be valid and effective.

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### ARTICLE XVI EFFECTIVITY AND CONTINUITY CLAUSE

Section 1. Effectivity. Subject to applicable CSC rules, this Agreement shall become effective immediately upon signing by both parties and shall remain in full force and effective for a period of three (3) years.

Section 2. Renegotiation. Both parties agree to meet not later than sixty (60) 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 other party's rights during the freedom period, the provisions of this Agreement, shall remain in force and effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands this 25<sup>th</sup> day of January 2019 in the Bureau of Customs (BOC), South Harbor, Port Area, Manila.

BUREAU OF CUSTOMS (BOC)

By: REY LEONARDO B. GUERRERO Commissioner

BUREAU OF CUSTOMS EMPLOYEES ASSOCIATION (BOCEA-COURAGE)

By: REMEDIOS G. PRINCESA BOCEA-President

#### WITNESSES

MEMBERS
MANAGEMENT PANEL

DONATO B. SAN JUAN
Deputy Commissioner, Internal
Administrative Group

ATTY. TESSY SANDY S. RAVAL
Deputy Commissioner,
Entorcement Group

ATTY. ERWINT: MENDOZA
Officer-in-Charge, Legal Service

MARILOU A. CABISON
Officer-in-Charge, Financial Management Office

PORFICIO C. GABIOLA, JR. Chief, Ruling & Research Division

KAREN SUSAN V. GO Chief, Budget Division MEMBERS BOCEA PANEL

ROMMEL M. FRANCISCO
Vice President, Internal

ALEXANDER M. GO Vice President, External

JONATHAN 1. REYES Deputy Secretary General

VINCENT A. VILLANUEVA
Public Relation Officer

Hulngrace M. BALITE
Deputy Figance Officer

BIENVEXIDO V. ENTICO, JR. Member, National Executive Council



#### **ACKNOWLEDGEMENT**

Republic of the Philippines ) ) S.S. City of Manila

**BEFORE**, this <u>25<sup>th</sup></u> day of <u>January 2019</u> in the City of Manila personally appeared:

REY LEONARDO B. GUERRERO with valid Identification No. 20180001 issued by the Bureau of Customs on October 31, 2018; and

REMEDIOS G. PRINCESA with valid Identification No. 1-92-137992 issued by the Land Transportation Office on November 7, 2018;

all known to be one to be the same persons who executed the foregoing instrument, and they acknowledged that the same is their free and voluntary act and deed and of the entities they respectively represent.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

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April 10, 2019

Commissioner REY LEONARDO B. GUERRERO **Bureau of Customs (BOC)** South Harbor Gate 3, Port Area 1018 Manila

#### Dear Commissioner Guerrero:



Pursuant to Rule XIII of the Amended Rules and Regulations of Executive Order No. 180, the Collective Negotiation Agreement (CNA) entered into by and between the management of the BUREAU OF CUSTOMS (BOC), Manila and the BUREAU OF CUSTOMS EMPLOYEES ASSOCIATION (BOCEA) is now registered with Certificate of Registration No. 1669 dated April 10, 2019.

Please note that under Section 7, Rule XIII of the abovementioned Rules, the registration of the CNA will not validate any provisions in the Agreement which is contrary to law, morals, good customs, public policy or public order.

The contracting parties are expected to comply in good faith the stipulations in the said Agreement with the end in view of achieving harmonious working atmosphere in the agency.

Congratulations.

Very truly yours,

CECILIA & DELA FUENTE

Director IV

Human Resource Relations Office

CNA2019/abe





## CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 1669



### BUREAU OF CUSTOMS EMPLOYEES ASSOCIATION (BOCEA)

and the

#### BUREAU OF CUSTOMS (BOC)

South Harbor Gate 3, Port Area, Manila

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 January 24, 2019 to January 25 2022.

Issued this \_\_\_\_\_ day of

2019 in Quezon City.

CIA dela ROSA-BALA

Chairperson

LEOPOLDO ROBERTO W. VALDEROSA, JR. AILEEN LOURDE

Commissioner

Commissioner

Attested by:

CECILIA C/DELA FUENTE

Director IV

Human Resource Relations Office





April 10, 2019

### Director IV JUDITH DONGALLO-CHICANO

Civil Service Commission – National Capital Region No. 25 Kaliraya Street, Barangay Doña Josefa 1100 Quezon City

#### Dear Director Chicano:

We are pleased to inform you that the Commission has registered the Collective Negotiation Agreement (CNA) entered into by and between the BUREAU OF CUSTOMS EMPLOYEES ASSOCIATION (BOCEA) and the management of the BUREAU OF CUSTOMS (BOC), Manila as evidenced by Certificate of Registration No. 1669 dated April 10, 2019.

To reinforce the CSC's mandate of promoting responsive management and responsible public sector unions as key partners for effective governance, we enjoin that Regional Office, through the Field Office to award the attached *Certificate of Registration No.* 1669 (original copy) of BOCEA in a fitting ceremony such as during the agency's flag raising ceremony. This is also meant to recognize the effort exerted by the association and to further establish linkage with them.

Moreover, when you award the Certificate, please request the said employees' organization to accomplish and email the attached *Client Feedback Form (CFF)* at *hrro.racd@csc.gov.ph*.

Thank you for your continued support to HRRO's programs and projects.

Our warm regards.

Very truly yours,

CECILIA C. DELA FUENTE

Director IV

Human Resource Relations Office

cc:

Commissioner REY LEONARDO B. GUERRERO Bureau of Customs (BOC) South Harbor Gate 3, Port Area 1018 Manila

Mr. ROMMEL M. FRANCISCO

President Bureau of Customs Employees Association (BOCEA) Bureau of Customs (BOC) Room 209 Customhouse Building, Port Area 1018 Manila