# FOURTH COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN DON HONORIO VENTURA STATE UNIVERSITY (DHVSU) AND DON HONORIO VENTURA STATE UNIVERSITY EMPLOYEES (DHVSU EMPLOYEES)

## KNOW ALL MEN BY THESE PRESENT:

This FOURTH (4th) COLLECTIVE NEGOTIATION AGREEMENT entered into by and between:

The Don Honorio Ventura State University, a state-owned higher education institution existing by virtue of RA 11781, RA 11169, and RA 9832 with main campus located at Cabambangan, Bacolor, Pampanga, represented herein by its University President, Dr. ENRIQUE G. BAKING, herein after referred to as "DHVSU"

#### And

The Don Honorio Ventura State University Faculty Association, an association duly recognized by the Department of Labor and Employment and the Civil Service Commission under Certificate of Accreditation No. 055 issued on September 21, 2021, with office address at 1st floor, University Learning Resource Center, Don Honorio Ventura State University (Main Campus) Cabambangan Bacolor, Pampanga, represented herein by its President, Ms. MARIEFEL F. CAPILI, herein after referred to as "DHVSU EMPLOYEES"

#### WITNESSETH

**WHEREAS**, the 1987 Philippine Constitution promulgated the following provision on the right of employees to self-organization.

Article I. Sec. 8 (b). The right of the people, including those employed on the public and private sectors, to form unions, association on societies for the purpose not contrary to law shall not be abridged.

Article IX-B Sec. 2 (5) government employees have the right to self-organization shall not be denied to.

WHEREAS, Executive Order No. 180. issued on June 1, 1987 and the Civil Service Commission Memorandum Circular No. 55, series of 1990 and its Implementing Rules provide that those who organize, join and assist public sector unions rights should not be infringed;

**WHEREAS**, DHV\$U, recognizes the right of the employees to self-organization and to collective negotiations on terms and conditions of employment not fixed by law;

WHEREAS, DHVSUFA has been proclaimed by the Civil Service Commission (CSC) as the sole and exclusive negotiating unit of all the rank-and-file employees of the Don Honorio Ventura State University;

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WHEREAS, the FIRST CNA between DHVTSU and DHVTSUFA which was registered with CSC on April 16, 2015, covers the period between March 3, 2015- March 3, 2018 but remains to be in full force and effect until a new CNA is negotiated;

WHEREAS, the SECOND CNA between DHVTSU and DHVTSUFA which was registered with CSC on September 3, 2018, covers the period between July 26, 2018 - July 25, 2021 but remains to be in full force and effect until a new CNA is negotiated signed and duly ratified;

WHEREAS, the THIRD CNA between DHVSU and DHVSUFA which was registered with CSC on August 18, 2021, covers the period between August 19, 2021 to August 18, 2024 but remains to be in full force and effect until a new CNA is negotiated signed and duly ratified;

**WHEREAS**, DHVSU and DHVSU EMPLOYEES agree to promote decent working conditions and harmonious relationships between them in order to improve employees' welfare and productivity;

**NOW THEREFORE**, for and in consideration of the premises and covenants undertakings, terms and considerations herein contained, the parties hereto, do hereby mutually agree as follows, to wit:

#### **ARTICLE I DECLARATION OF PRINCIPLES**

Section 1. DHVSU and DHVSU EMPLOYEES are partners in attaining the vision and mission of DHVSU. To achieve such noble goal, it is imperative that the relationship be strengthened through formulation of policies and guidelines which will provide for a stable and harmonious relationship taking into consideration the active role of the faculty in educating the youth under the guidance of the management of DHVSU in accordance with existing rules and regulations.

Section 2. DHVSU and DHVSU EMPLOYEES recognize the basic rights of the employees to a just and decent salary, security of tenure, career development and working conditions which enhance academic freedom, excellence, and creativity.

Section 3. DHVSU EMPLOYEES shall be involved in the formulation of policies plans, and programs affecting the rights. career development, welfare and benefits of its members. Involvement shall mean engaging the authorized representatives of DHVSU EMPLOYEES in genuine dialogue and addressing their concerns in good faith. DHVSU and DHVSU EMPLOYEES recognize the process of consultation and involvement as a democratic process in knowing the sentiments of its constituents before arriving at a decision.

Section 4. DHVSU and DHVSU EMPLOYEES adhere to the observance of applicable international and national declarations on the right of all workers to self- organization and collective negotiations.

Section 5 DHVSU and DHVSU EMPLOYEES believe that men, women and all genders are equal and that all forms of discrimination must be eliminated. Therefore, both parties shall recognize the vital role of

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collective negotiation in upholding gender sensitivity, gender responsiveness, and gender mainstreaming.

Section 6. DHVSU and DHVSUFA advocate the principles and spirit of academic freedom. As well as, DHVSU shall not Interfere with the establishment, operations and administration of DHVSUFA.

### ARTICLE II SCOPE OF COVERAGE

SECTION 1. The definition and scope of key terms used in this CNA shall be understood herein as follows:

A. Savings refer to balances of agencies released allotment [or the year, free from any obligations or encumbrance and which are no longer intended for specific purpose(s), Sec. 3., a, b, c PSLMC Res. 04-2002.

B. CNA incentives refer to the amount granted by DHVSU to all qualified employees in accordance with PSLMC Res. 04-2002 and Budget Circular No. 2023-1subject to existing accounting and auditing rules and procedures.

## **ARTICLE II RECOGNITION AND SECURITY**

Section 1. DHVSU recognizes the DHVSUFA as the sole and exclusive negotiating unit of all the rank-and-file employees of the Don Honorio Ventura State University (DHVSU). It shall deal only, and through, and directly with DHVSUFA as the duly recognized and accredited association on all matters and issues affecting the rights, benefits and interests of all rank-and-file employees of the University.

Section 2. DHVSU shall grant DHVSU EMPLOYEES time-off in the form of official business to attend workers education programs, seminars, meetings, conventions, conferences, symposia, and others including leadership trainings on unionism, workers congress and similar activities in recognition of their participation rights for the purpose of advancing the interest of DHVSU EMPLOYEES.

Section 3. DHVSU shall provide DHVSUFA with a permanent office space from the existing structure in the university, furniture, equipment, communications, including but not limited to supplies and materials for the usual and customary conduct of its business activities subject to availability of funds.

Section 4. DHVSU EMPLOYEES shall be provided the use of bulletin boards in the departments, colleges, and campuses in disseminating information to its members.

Section 5. DHVSU EMPLOYEES may hold meetings, assemblies, and conduct trainings and education programs on official time. The DHVSU EMPLOYEES may use University facilities for such activities for free subject to availability and approval. The DHVSU EMPLOYEES will notify DHVSU in writing, of the time and place of the activities at least five (5) working days before they are held on official time.

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Section 6. DHVSU shall provide DHVSU EMPLOYEES service vehicle for use of its representatives in attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of the employees; however, subject to availability of service vehicle in the University.

Section 7. DHVSU agrees to give assistance to DHVSU EMPLOYEES who are about to retire to process and expedite their retirement papers thru the HR liaison officer a month prior to the date of retirement.

Section 8. An employee shall have access on her/his personnel files. The university shall maintain an updated employee file and shall guarantee to safeguard personnel files from unwarranted access and disclosure of any information from employee's file as stated in the Data Privacy Act.

Section 9. DHVSU and DHVSU EMPLOYEES recognize the 5th Day of October every year as World Teacher's Day, as such, both agree to celebrate it not later than October 5. DHVSU shall allot time and make the venue available in support of the celebration.

Section 10. DHVSU EMPLOYEES shall be represented in committees at the University especially those which involve working conditions, hours of work compensation benefits both monetary and non-monetary, grievances and disputes involving rank-and-file employees. These committees are the following

- a. Faculty Selection Board (as member)
- b. Scholarship Committee (as member)
- c. Bids and Award Committee (as observer)
- d. Program on Awards and Incentives for Service Excellence Committee (PRAISE) (as member)
- e. Grievance Committee (as member)
- f. Committee on Decorum Investigation (CODI) (as member)
- g. Performance Management Team (as member), and
- h. Other committees that may be created in the future which affect the welfare of the employees.

Section 11. DHVSU shall allow and support DHVSU EMPLOYEES to establish socio-economic projects and other activities that will redound to the benefit of the association members provided that these undertakings are not contrary to law, morals, good customs, public order, public policy, university policy and other government laws and regulations, subject to the approval of the administration.

Section 12. DHVSU shall assist DHVSU EMPLOYEES in establishing the Personnel Assistance Welfare Fund or Provident Fund subject to existing guidelines rules and regulations of the government for their benefits and welfare.

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# ARTICLE III ADMINISTRATION PREROGATIVE

Section 1. DHVSU retains the sole and inherent prerogative to conduct the academic affairs and manage the business of the University in accordance with law, rules and regulations of the Civil Service Commission and as mutually agreed in the Collective Negotiation Agreement. The administration has the right to make appropriate rules and policies for the purpose of maintaining order and effective operation of DHVSU with the participation of DHVSU EMPLOYEES.

## ARTICLE IV CNA INCENTIVE

Section 1. The CNA Incentive shall be granted in recognition of the joint efforts of the UNIVERSITY and the DHVSU EMPLOYEES in accomplishing institutional performance targets in enhancing productivity, and in implementing cost-cutting measures that resulted in savings for the UNIVERSITY.

Moreover, the Collective Negotiation Agreement (CNA) Incentive is granted to all DHVSU qualified employees as an act of goodwill in acknowledgment of joint efforts in accomplishing performance targets at lesser cost, and in attaining more productive and efficient operations through cost-cutting measures and systems improvement. The incentive is sourced from the appropriate generated savings under the maintenance and other operating expenses but not to exceed thirty thousand pesos (P30,000.00) per qualified employee subject to DBM guidelines issued for the purpose.

Both DHVSU and DHVSU EMPLOYEES commit to adopt measures to promote productivity, efficiency, and economy of operations in fulfilling all its objectives and targets.

Section 2. This shall be given not earlier than December 15 of each year, unless a different date is provided by relevant rules and regulations.

Section 3. Every first week of December, effective on the year this CNA is approved and adopted and thereafter, the DHVSU and DHVSU EMPLOYEES shall meet to:

- 3.1 determine if the University is qualified for the grant of CNA incentives based on compliance with requirements issued by DBM;
- 3.2 discuss the accomplishment of targets per Major Final Outputs (MFO's);
- 3.3. assess the financial status of the University; and
- 3.4 review the savings generated from cost-cutting and systems improvement measures identified herein.

Section 4. The grant of CNA Incentives shall be available to non-members of the DHVSUFA, subject to the payment of agency fee, which is equivalent to the total dues paid by a DHVSUFA member per year or five percent (5%) of the gross amount of CNA incentive to be received, whichever is lower, for the entire effectivity of this Agreement.

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Section 5. BOTH PARTIES agree to implement the grant of the abovementioned incentives during the effectivity; Provided all conditions set forth in this Article and applicable rules and regulations have been complied with.

## ARTICLE V EVALUATION AND PROMOTION

Section 1. DHVSU shall observe strict adherence to recruitment, promotion, and termination policies of employees under existing rules and regulations and policies of the University.

Section 2. DHVSU shall institute a regular merit promotion plan and shall engage DHVSU EMPLOYEES in the formulation of such plan.

Section 3. DHVSU shall institute a regular performance evaluation to DHVSU EMPLOYEES via DHVSU SMS or other DHVSU System to ensure holistic approach to evaluation and adherence to Data Privacy Act of 2012.

Section 4. DHVSU EMPLOYEES shall be engaged in changes relating to policies on working conditions but not limited to loading, overloading, and overtime pay.

Section 5. Policies on the issuance of permanent appointment shall be uniformly applied based on qualification standards and/or duly prescribed merit system based on the latest qualification standards issued by the Civil Service Commission. The concerned personnel must have at least served the university for one (1) year on a probationary status.

Section 6. Honoraria of part-timers and instructors with Extra Teaching Load in the University shall be given within ten (10) days after the cut-off and submission of all required documents.

Section 7. DHVSU shall provide an equitable work schedule for faculty members subject to existing rules and regulations of the Civil Service Commission (CSC),

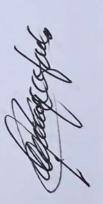
Section 8. Officers of DHVSU EMPLOYEES from the main campus should not be re-assigned to other DHVSU extension campuses which would result to the impairment of their right to manage the association except in cases where there are exigent needs.

Section 9. DHVSU shall grant incentives to deserving employees in recognition of their loyal and dedicated service to the University to motivate them to improve the quality of performance and service extended to their clientele, The incentives shall be part of the University Programs on Awards and Incentives for Service Excellence (PRAISE) which is based on CSC No.1 s.2001

Section 10. DHVSU shall provide pay slips to all the monetary benefits received indicating the amount of remuneration, mandatory deductions, and total amount that the employee may receive in compliance with Labor Code of the Philippines and its Implementing Rules and Regulations.



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# ARTICLE VI EMPLOYEES GROWTH AND DEVELOPMENT

Section 1 DHVSU shall continue to promote employees' development in all areas of work DHVSU shall help improve employees' growth and development by creating programs to facilitate in-house seminars, similar activities beneficial to the faculty members. Professional growth shall not be limited to training courses of instruction, seminars, workshops, fellowships, and study grants. It shall include study tours and similar necessary.

Section 2. DHVSU shall allocate sufficient budget to provide scholarship grants, training and other career development programs.

Section 3. DHVSU shall allocate sufficient budget to provide communication/internet allowance to DHVSU EMPLOYEES subject to justified usage, availability of funds, and existing accounting and auditing rules and procedures.

## ARTICLE VII DISCIPLINE AND TERMINATION OF EMPLOYEES

Section 1. Except for voluntary resignation, retirement or expiration of contract or appointment, employment shall be terminated only for just cause after observance of due process.

Section 2. DHVSU EMPLOYEES reserve the right to undertake necessary and appropriate actions regarding hiring and firing of employees.

## ARTICLE VIII SEMINARS, CONFERENCES, AND TRAINING PROGRAMS

Section 1. DHVSU shall provide support to DHVSU EMPLOYEES in the conduct of an annual seminar for all employees for the purpose of edifying them of their rights, privileges, duties and responsibilities under the law and of this Agreement.

Section 2. DHVSU shall allow DHVSU EMPLOYEES in coordination with the Human Resource Management Office to conduct on official time orientation programs for newly appointed or hired employees concerning the DHVSU EMPLOYEES' ASSOCIATION Constitution and bylaws, programs, activities, privileges, and responsibilities under this Agreement.

Section 3. DHVSU EMPLOYEES shall be allowed to attend on official business conferences conventions, seminars, trainings, general assemblies, fora, and other capability building programs conducted by government agencies and non-government agencies for public sector union subject to exigency of the service.

#### ARTICLE IX OCCUPATIONAL HEALTH AND SAFETY

Section 1. DHVSU and DHVSU EMPLOYEES shall jointly coordinate with appropriate institutions or concerned agencies to provide a holistic wellness program which includes physiological, emotional, socioeconomic, and spiritual well-being of the employees.

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Section 2. DHVSU shall provide support and resources to DHVSU EMPLOYEES yearly sports and socio-cultural activities as well as other official activities and/or projects in the Sports and Wellness Program initiated by DHVSUFA subject to availability of funds, existing laws, rules and regulations.

Section 3. DHVSU shall provide free annual physical examination to all DHVSU qualified employees to better apprise them of their present physical condition. This may include the following and will be subject to all provisions of procurement law:

Annual Physical Check Up:

- a. Urinalysis
- b. Fecalysis
- c. Fasting Blood Sugar (FBS)
- d. Lipid Profile
- e. Chest X ray
- f. Electro Cardio Graph (ECG)
- g. Pap Smear (for female personnel)
- h. Prostate Specific Antigen (for male personnel)

Section 4. DHVSU shall also provide assistance to employees in the form of transport support during emergency situations while inside the campus wherein the health and life of a personnel is at stake. Transport support includes the use of vehicles driving services, and assistance during the travel.

Section 5. DHVSU shall provide free semi-annual psycho -social examination to all DHVSU employees to better apprise them of their present psycho -social condition.

Section 6. DHVSU shall allocate sufficient budget to provide grocery package containing nutritious food sourced from CNA Incentive subject to existing accounting and auditing rules and procedures.

Section 7. DHVSU shall allow faculty members a flexible use of five (5) days service credit as vacation leave but shall not be used during major examination schedules.

Section 8. DHVSU shall strengthen the implementation of its existing policies on occupational safety and health, including but not limited to:

- a. Provision of clean and potable water suitable for drinking
- b. Observance of proper air/work space ventilation and lighting
- Welfare of persons with disability, solo parents, pregnant and breastfeeding faculty as well as faculty with diagnosed medical conditions that need special accommodation, and
- d. Provision of first aid kits for each faculty rooms and offices.

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## ARTICLE X GRIEVANCE PROCEDURE

Section 1 DHVSU and DHVSU EMPLOYEES agree on the Grievance Procedure based from the guidelines under the 2017 Revised Rules on Administrative Cases in the Civil Service (2017 RRACS).

## **ARTICLE XI DUTIES AND RESPONSIBILITIES**

Section 1 DHVSU and DHVSU EMPLOYEES shall work actively together in the promotion of a high standard of ethics in public service and strict compliance of the norms of conduct of public officials and employees.

Section 2. When the interest of public service so requires, the daily hours of work lor officers and employees may be extended by the head of the agency concern of which extension shall be fixed in accordance with the nature of work; provided, that work in excess of eight (8) hours shall be justly compensated.

Section 3. DHVSU EMPLOYEES shall be partner of DHVSU in promoting teamwork and discipline, productivity and efficiency, economy and accountability. It shall enjoin all its members to render and perform to the best of their abilities their duties.

Section 4. DHVSU EMPLOYEES shall be a partner of DHVSU in implementing the rules and regulations of the University in the cost cutting measures.

## ARTICLE XII COST EFFICIENT MEASURES

Section 1. The following are the activities which DHVSU and DHVSU EMPLOYEES shall undertake in order to effect the cost efficient measures:

- Travelling/Transportation and Delivery Expenses Attendance of faculty and non-teaching staff to seminars/workshops shall be limited: No excessive expenses in relation to team building activities, seminars and trainings; and, There must be at least three (3) passengers excluding the driver as a requisite for the approval of an official travel except when there is an emergency/exigency as may be determined by higher authorities.
- Communication expenses: Telephone and communication equipment shall be used strictly for official business, except in times of emergency; and, No high-end communication equipment shall be procured except in cases where the procurement of such is deemed necessary subject to availability of funds.
- Repairs and maintenance: Continuous repair of vehicles and iii. equipment already considered beyond economic repair as evidenced by frequent breakdown and non-use after repair is disallowed; and, Faculty members and personnel shall actively take part in the upkeep of buildings and other facilities.
- iv. and materials Supplies Replacement of equipment is prohibited: No excessive expenditures in the



celebration of Christmas, anniversary and other special occasions; No meals and snacks shall be provided by the university for committee meetings, BAC meetings, TIMD Committee meetings, Quality Assurance Team meetings, etc.; Both sides of office papers shall be used, particularly when photocopying documents.; Printers must be set on "economy or draft mode" to save on cartridges/ink.

V. Articles for personal use such as tissues, napkins, bath soaps and the like shall not be supplied by the university; and Other materials/supplies which shall not be used in the performance of official functions shall not be procured by the university

Vi. Utility expenses: All electrically operated fixtures, devices, machines and gadgets shall be turned off after class /office hours.; Air conditioning units in various offices shall be turned on at 8:30 a.m. and turned-off at 4:30 p.m. except in offices where there is no natural ventilation; Staying in offices and classrooms after office/class hours beyond the approved schedule is strictly prohibited unless there is an approved permission to stay beyond official time from the Office of the President or his duly authorized representative; and, To minimize water consumption, faucets shall always be turned-off when not in use. Leaks in the water system should be reported immediately at the Office of Physical Plant and Facilities and General Services for repair.

# ARTICLE XIII FISCAL TRANSPARENCY AND ACCESS TO RECORDS/ DOCUMENTS AND FILES

Section 1. DHVSU EMPLOYEES shall be granted upon request relevant information records, documents, and accounts including files related to fiscal matters of DHVSU such as annual budget, incomes, COA Audit report, approved performance budget, funds and expenditures involving MOOE vis-a-vis the cost cutting measures identified herein.

### ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1. Specific proposals for amendments or negotiation for new terms and conditions, DHVSU EMPLOYEES shall provide DHVSU with a written notice of at least study (60) days prior to the meeting to discuss proposals and/or amendments.

Section 2. Should any part or provision of this agreement become invalid by reason of any existing or subsequently enacted laws or was declared invalid by competent court, other provisions or application not affected shall continue to have force and effect.

Section 3 This agreement is without prejudice to and does not amount to waiver of other benefits which was not specified herein but are given under existing laws, rules and circulars, and memoranda, and the like, to which association members are entitled to which include benefits which may be granted after the execution of this agreement.









## ARTICLE XV EFFECTVITY AND DURATION

Section 1. This agreement shall be in effect upon signing hereof and shall remain in full force and effort for a period of three (3) years.

Section 2. Both parties agree to meet at least sixty (60) days prior to the expiration of this agreement purposely to enter into a new collective negotiation agreement. In case where the parties failed to discuss new terms of the agreement after the expiration of the previous agreement, the provision of this agreement will continue to be in force and in effect until such time as the parties executed a new agreement.

Section 3. Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this Agreement for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of other party's right during the freedom period, the provisions of this Agreement, including modifications or amendments thereof, shall remain in force and effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

Section 4. DHVSU and DHVSU EMPLOYEES agree to review the provisions on fringe benefits and other privileges after three (3) years.

Section 5. DHVSU shall be in charge of the printing of the CNA The DHVSUFA EMPLOYEES shall be responsible in translating the CNA in Filipino and shall be likewise in charge of the distribution and dissemination of copies. The printing and distribution should be done not later than two weeks after approval and signing. The Agreement shall also be posted on the website of the UNIVERSITY.

IN WTNESS WHEREOF, the parties hereto, by the authorized representatives have executed this COLLECTIVE NEGOTIATION AGREEMENT, this \_\_\_\_\_\_ in Bacolor, Pampanga

OCT 3 1 2024

ENRIGUED BAKING, Ed.D

SUC President III

DON HONORIO VENTURA STATE UNIVERSITY (DHVSU)

MARIEFEL I CAPILI President, DHVSUFA

DON HONORIO VENTURA STATE UNIVERSITY FACULTY ASSOCIATION (DHVSUFA)

# SIGNED IN THE PRESENCE OF: DEN M. HERNANDEZ, RCE, MM ce President for Academic Affairs Concurrent Executive Vice-President Concurrent Vice President for Administration and Finance RANIE B. CANLAS, DIT

Vice President for Research, Innovation, Training, and Extension

1 Bush DOLORES T. QUIAMBAO, Ed.D Vice President for Student Affairs and Services

VANESSA B. SIBUG, Ed.D Vice President, DHVSUFA Director, DHVSUFA

JAN HENRY B. SUNGA Board of Director, DHVSUFA

**ACKNOWLEDGMENT** 

REPUBLIC OF THE PHILIPPINES)
PROVINCE/CITY OF
Basalas Ramana
BEFORE ME, A Notary Public for and in the day of
City/Province of, this day of,
on personally appeared the above-named persons who have
satisfactorily proven to me their identity, through their identifying
documents written below their names and signatures, that they are the
same persons who executed and voluntarily signed the foregoing
instrument consisting of pages, including this page where this
Acknowledgement is written, which they acknowledged before me as
their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

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Room 206, 2nd Hoor, Petess Bldg., Barangay Dolores City of San Fernando. Pampanga Notarial Commission No. 03-23 valid until December 31, 2024 Roll of Abbomey's No. 73992 IBP No. 39 1954/01-93-2024 PTR No. PAM-5275380D/01-02-2024/Pampanga MCLE Compliance No. VII-0008201/valid until 04-14-2025