



Republic of the Philippines
Department of Education

17 JUL 2014

DepEd MEMORANDUM
No. **83**, s. 2014

**RECOGNITION OF THE COLLECTIVE NEGOTIATION AGREEMENT BETWEEN
DEPARTMENT OF EDUCATION (DEPED) MANAGEMENT AND DEPED
NATIONAL EMPLOYEES' UNION (NEU)**

To: Undersecretaries
Assistant Secretaries
Bureau Directors
Directors of Services, Centers and Heads of Units
Regional Directors
Schools Division Superintendents
Heads, Public Elementary and Secondary Schools
All Others Concerned

1. The Department of Education (DepEd) announces the issuance of the Certificate of Registration of the Collective Negotiation Agreement (CNA) between the DepEd Management and the DepEd National Employees' Union (NEU) which is effective from November 29, 2013 to November 29, 2016.
2. The regional directors and schools division superintendents are hereby required to post the enclosed copy of the CNA in their respective regional and division offices.
3. Immediate dissemination of this Memorandum is desired.


BR. ARMIN A. LUISTRO FSC
Secretary

Encl.:
As stated

Reference:
DepEd Memorandum No. 109, s. 2013

To be indicated in the Perpetual Index
under the following subjects:

CERTIFICATE
EMPLOYEES
OFFICIALS
SOCIETY or ASSOCIATIONS

SMA, DM Recognition of the CNA
0521-July 15, 2014



CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 761

Pursuant to the Amended Rules and Regulations Governing the Exercise of the Right of Government Employees to Organize, the Collective Negotiation Agreement entered into by and between the

**DEPARTMENT OF EDUCATION NATIONAL
EMPLOYEES UNION (DepEd-NEU)**


and the


DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City

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 **November 29, 2013** to **November 29, 2016**.

Issued this 16th day of June 2014 at Quezon City.


FRANCISCO T. DUQUE III
Chairman


ROBERT S. MARTINEZ
Commissioner


NIEVES L. OSORIO
Commissioner

Attested by:


ALAN F. ALEGRIA
Director IV
Personnel Relations Office



REPUBLIKA NG PILIPINAS
REPUBLIC OF THE PHILIPPINES
KAGAWARAN NG EDUKASYON
DEPARTMENT OF EDUCATION
DepEd Complex, Meralco Ave., Pasig City



Tanggapan ng Katulong na Kalihim
Office of the Undersecretary

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MEMORANDUM

FOR : **BR. ARMIN A. LUISTRO FSC**
Secretary

FROM : **ATTY. ALBERTO T. MUYOT**
Undersecretary for Legal and Legislative Affairs

SUBJECT : Signed Joint Resolution of the DepEd-NEU and DepEd Management Negotiating Panels Favorably Recommending the Approval of the Draft Collective Negotiation Agreement.

DATE : 18 November 2013

This has reference to the recently-concluded negotiations for the Collective Negotiation Agreement between the DepEd Management and THE DepEd NEU as the sole and exclusive bargaining agent of the DepEd Non-Teaching Employees.

In a final negotiation meeting held last November 15, 2013, the DepEd Management Panel and the DepEd-NEU Panel entered into a Joint Resolution favorably recommending the approval of the Draft Collective Negotiation Agreement.

Attached, for your approval, is the Joint Resolution of the DepEd Management and DepEd NEU Negotiating Panel, together with the draft Collective Negotiation Agreement and its annexes.

Should the same merit your approval, the Joint Secretariat will, thereafter, schedule a ceremonial signing between the parties involved.

Further, in accordance with the requirements set by Executive Order No. 180 providing guidelines for the exercise of the right to organize of government employees, creating a Public Sector Labor-Management Council and for other purposes, the following formal requirements will be complied with after signing by the parties:

- 1) Ratification of the CNA by majority of the rank-and-file employees in the negotiating unit.
- 2) Posting of the CNA in at least two (2) most conspicuous places in the principal address of the agency and in all its regional offices/branches, if any, at least seven (7) calendar days before its ratification.
- 3) Registration of the CNA with the Civil Service Commission - Personnel Relations Office within thirty (30) days upon execution of the same.



ATTY. ALBERTO T. MUYOT

JOINT RESOLUTION

A resolution recommending to the DepEd Secretary, Department of Education the Collective Negotiation Agreement (CNA) between the Department of Education (DEPARTMENT) and the DepEd National Employees' Union (DepEd NEU).

WHEREAS, Executive Order No. 180, issued on June 1, 1987, provides that terms and conditions of employment in the public sector, or improvement thereof, except those that are fixed by law, may be subject of negotiations between legitimate unions and appropriate government authorities;

WHEREAS, the DEPARTMENT recognizes the right of employees to self-organization;

WHEREAS, the DepEd NEU is duly-accredited as the sole and exclusive collective negotiating agent of all non-academic rank-and-file employees of the DEPARTMENT.

WHEREAS, the DepEd NEU submitted to the Management a draft Collective Negotiation Agreement (CNA).

WHEREAS, the DEPARTMENT and the DepEd NEU have mutually agreed to promote a working environment that is conducive to a harmonious relationship between them, a partnership that enhances employees' welfare and productivity, and a relationship that contributes to effective and efficient public service;

WHEREAS, on June 5, 2013, the negotiations between the Management and the Union panels on the draft Collective Negotiation Agreement (CNA) started .

WHEREAS, on June 10, July 11, August 1, September 4, September 12, September 18, October 3, October 17, October 25, November 7, and November 15, 2013, the joint panel conducted the negotiations.

WHEREAS, DepEd NEU and Management panels met on November 15, 2013, to finalize and conclude the Negotiation;

WHEREFORE, APPROVAL of the Collective Negotiation Agreement is favorably recommended.

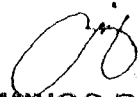
Signed this 15th day of November 2013, LCC Conference Room, 4th Floor, Mabini Building, DepEd Complex, Meralco Ave., Pasig City

For the
Department of Education:

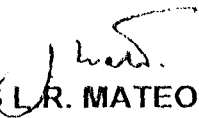


ATTY. ALBERTO T. MUYOT
Undersecretary for Legal
and Legislative Affairs

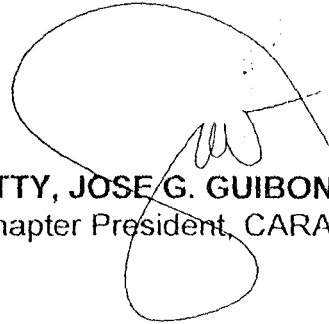
DepEd National Employees' Union:



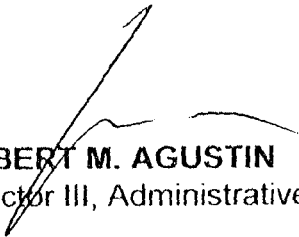
ATTY. DOMINGO B. ALIDON
National President



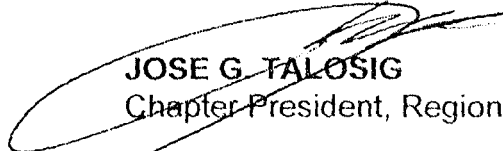
JESUS L.R. MATEO
Assistant Secretary for Planning



ATTY. JOSE G. GUIBONE
Chapter President, CARAGA



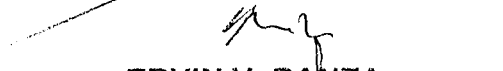
ROBERT M. AGUSTIN
Director III, Administrative Service



JOSE G. TALOSIG
Chapter President, Region II



RIZALINO JOSE T. ROSALES
Director III, DepEd NCR



ERVIN V. BANZA
Chapter President, Region VI

COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **COLLECTIVE NEGOTIATION AGREEMENT** is hereby entered into by and between:

The **DEPARTMENT OF EDUCATION (DepEd)**, the education policy and program development agency of the government duly organized and established by virtue of Republic Act 9155, with principal office address at DepEd Complex, Meralco Avenue, Pasig City, duly represented in this Agreement by its Secretary, the **HON. BR. ARMIN A. LUISTRO FSC**, herein referred to as the "DEPARTMENT"

-and-

The **DEPARTMENT OF EDUCATION NATIONAL EMPLOYEES' UNION (DepEd-NEU)**, a duly-organized and existing public sector Union, and duly-accredited as the sole and exclusive collective negotiating agent for all non-academic rank-and-file employees of the Department nationwide with principal office address at Room 306 Dormitory E, DepEd Complex, Meralco Avenue, Pasig City, duly-represented in this Agreement by its National President, **ATTY. DOMINGO B. ALIDON**, herein referred to as the "UNION";

WITNESSETH:

WHEREAS, the DepEd-NEU with Certificate of Registration No. 1737 issued on August 14, 2009 by the Department of Labor and Employment (DOLE) - Civil Service Commission (CSC) and Certificate of Accreditation No. 862 issued by the Civil Service Commission (CSC) on August 28, 2012 is duly-accredited as the sole and exclusive collective negotiating agent of all non-academic rank-and-file employees of the Department as herein defined under Article II;

WHEREAS, the 1987 Constitution of the Republic of the Philippines grants to government workers the right to form Unions and to collective negotiations in the following provisions:

1. Art. III, Sec. 8. "The right of the people, including those in the public and private sectors, to form unions, associations, or societies for purposes not contrary to law shall not be abridged,

2. Art. IX, Sec. 2(5). "The right to self-organization shall not be denied to government employees;"

3. Art. XIII, Sec. 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 negotiations, 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.

WHEREAS, Article V, Section 13 of Executive Order No. 180, issued on June 1, 1987, provides that the terms and conditions of employment or improvements thereof, except those that are fixed by law, may be the subject of negotiations between duly recognized employees' organizations and appropriate government authorities.

WHEREAS, the DEPARTMENT recognizes the right of employees to self-organization and collective negotiations;

WHEREAS, the UNION is duly-accredited as the sole and exclusive collective negotiating agent of all non-academic rank-and-file employees of the Department as herein defined under Article II;

WHEREAS, the DEPARTMENT and the UNION have mutually agreed to promote a working environment that is conducive to a harmonious relationship between them, a partnership that enhances employees' welfare and productivity, and a relationship that contributes to effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the parties agree and bind themselves as follows:

**ARTICLE I
DECLARATION OF PRINCIPLES**

Section 1. RECOGNITION OF WORKERS' RIGHTS.

The DEPARTMENT and the UNION recognize the basic rights of workers to a living wage, security of tenure, career development and humane working conditions.

Section 2. ADHERENCE TO NATIONAL POLICIES AND INTERNATIONAL CONVENTIONS.

Article 4, Part II and Article 7, Part III of ILO Convention 151 (1978) on the Protection of the Right to Organize of Public Service Employees; Articles (2)(3)(10), Part 1 and Article (11), Part 2 of ILO Convention 87 on Freedom of Association (1948); Articles (I)(1)(2)(a)(b)(II)(1)(2)(a)(b) of ILO Convention 98 on the Right to Organize and Collective Bargaining (1949); Article (20)(1) of the Universal Declaration on Human Rights, guarantees the rights of workers to freedom of peaceful assembly and association.

Section 3. NON-INTERFERENCE IN UNION ACTIVITIES.

The DEPARTMENT shall not interfere in the establishment, functioning or administration of the UNION through acts designed to place the union under the control of the Department.

Section 4. UNION RECOGNITION OF DEPARTMENT'S AUTHORITY.

The UNION recognizes and respects the authority of the DEPARTMENT in the implementation of existing laws governing terms and conditions of employment in the government; establishment of office policies, guidelines, procedures, rules and regulations on such personnel actions as hiring, promotion, reassignment, termination as a result of disciplinary action; and the provision and maintenance of employee welfare and benefits provided under the law. The DEPARTMENT shall exercise at all times sound discretion and prerogatives in accordance with law.

Section 5. ADHERENCE TO LAWS, RULES AND REGULATIONS.

The activities of the UNION shall be in consonance with its constitution and by-laws, existing laws and regulations, and shall be consistent with the duty of government employees to provide effective and dependable public service.

Section 6. PROMOTION OF HARMONIOUS RELATIONSHIP.

The DEPARTMENT and the UNION shall promote a progressive and harmonious relationship and uphold the letter and spirit of this Agreement.

**ARTICLE II
SCOPE OF COVERAGE**

The DEPARTMENT and the UNION hereby agree that this Collective Negotiation Agreement (CNA) covers all non-academic rank-and-file employees of the DepEd whose plantilla positions are listed in the attached Annex "A".

It is understood that non-academic rank and file employees covered in this Agreement are those assigned in all organic units of the DepEd, including the Office of the Secretary Proper, all offices in the Central Office, staff bureaus, all the Service Centers, Regional, Division and District Offices, and all public elementary and secondary schools nationwide.

**ARTICLE III
DEFINITION OF TERMS**

Section 1. MEMBERSHIP FEE.

The Membership Fee refers to the one-time payment by members to the UNION, in accordance with its Constitution and By-laws.

Section 2. UNION DUES.

Union dues refer to the regular monthly contributions of members to the UNION in accordance with its Constitution and By-laws.

Section 3. AGENCY FEES.

Agency Fees refers to a reasonable assessment equivalent to the dues and other fees paid by members of the UNION deducted from non-UNION organization members who benefit from the terms of the collective negotiation agreement.

**ARTICLE IV
UNION RECOGNITION**

Section 1. UNION AS SOLE AND EXCLUSIVE NEGOTIATING AGENT.

The DEPARTMENT recognizes the UNION as the sole and exclusive collective negotiating agent of all non-academic rank-and-file employees of the DepEd as defined under Article II.

Pursuant to Section 10 Article IV of Executive Order 180, the DEPARTMENT shall deal only through, and directly with, the UNION on all matters and issues affecting the rights, benefits and interests of all covered non-academic rank-and-file employees as defined under Article II during the effectivity of this agreement.

Section 2. NON-DISCRIMINATION.

The DEPARTMENT shall not discriminate against any employee due to, nor because of, his/her membership with the UNION, or actions done consistent with this Agreement.

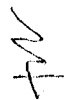
Section 3. OFFICIAL TIME OFF.

Subject to the exigencies of the service and the usual notification requirements, the DEPARTMENT shall allow the UNION officers to attend the following meetings on **Official Business**, as follows:

1. National Executive Committee (NEC) and National Board of Trustees (NBOT) Members on the following activities.
 - a. National Congress (once a year)
 - b. Joint Executive and National Board Meetings(quarterly)
2. Central Office Executive Committee (COEC), for the following activities:
 - a. National Congress (once a year)
 - b. Central Congress (once a year)
3. Regional Executive Committee (REC), for the following activities.
 - a. National Congress (once a year)
 - b. Regional Congress (once a year)
 - c. Division Congress – consistent with the number of divisions of the particular region
3. Division Executive Committee (DEC) for the following activities.
 - a. National Congress (once a year)
 - b. Regional Congress (once a year)
 - c. Division Congress (once a year)
4. Members for the following activities.
 - a. Division Congress (once a year)

The DEPARTMENT shall allow NEC and NBOT to attend the following on **OFFICIAL TIME**.

- a. Regional Congress
- b. Division Congress



The DEPARTMENT shall also allow NEU Officers (NEC, NBOT, REC and DEC) to attend non-DepEd meetings, conferences and congresses on **OFFICIAL TIME** not to exceed ten (10) calendar days in a year.

Section 4. FLEXITIME WORK SCHEDULE.

The DEPARTMENT shall allow all non-academic rank and file employees to enjoy a flexitime work schedule with grace period subject to the guidelines attached as Annex "B".

Section 5. OVERTIME.

The DEPARTMENT shall compute overtime payments of drivers and immediate staff of the DepEd officials for services rendered outside of the eight-hour regular office hours, exclusive of one hour break time, when such employees are required to keep the same working hours as their superiors pursuant to Section 280(i) of the General Accounting and Auditing Manual.

Section 6. UNION FACILITIES AND EQUIPMENT.

In order to facilitate the usual and regular operations of the UNION that redound to the best interests of the Department, the DEPARTMENT shall provide the following:

6.1 Service Vehicle.

The DEPARTMENT shall allow access and use of a service vehicle by the union's officers in the Central, Regional and Division/School level subject to the guidelines to be crafted jointly by both parties.

6.2 Office Space with Furniture, Fixtures and Equipment.

The DEPARTMENT shall provide the UNION with accessible, adequate, and secured office space/room for its offices in the Central Office, in the Regional Office chapters and an adequate cubicle/space in the division offices. Necessary furniture, fixtures and equipment in the existing DepEd inventory shall also be provided as enumerated in Annex "C" hereof. Provided, that the provision of these furniture, fixtures and equipment is contingent upon the available area of the office space and shall be memorandum-receipted to the respective Union President and/or Regional/Division Chapter Presidents. Provided, further, that subject to availability, in the provision of telephone lines, the UNION shall be provided access to an extension of an existing telephone line with internet connection.

6.3 Operating and Maintenance Expenses.

The DEPARTMENT shall shoulder the water, telephone with internet connection and electric bills of the UNION's office within the DepEd premises. The DEPARTMENT shall shoulder the office supplies of the UNION only until the UNION begins collecting dues from its members. Notwithstanding the foregoing, the DEPARTMENT shall assist the UNION in the reproduction or distribution of instructional materials for use during symposium or symposia and directorate meetings on public sector unionism conducted by the Civil Service Commission, as provided for by MC 16, s. 1988.

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Section 7. AUTOMATIC PAYROLL DEDUCTION.

The DEPARTMENT recognizes the right of the UNION to check-off or payroll deduct from the salaries of its members union dues, membership fees and other assessments, provided, that the net take-home pay of an employee shall not be less than the amount provided for by law, otherwise, such employee shall pay directly to the UNION. The UNION shall regularly provide the DEPARTMENT with its Updated Roster of Members.

The DEPARTMENT shall remit all collections to the Union Treasurer through the UNION's national bank account within fifteen (15) working days after payroll period.

Section 8. AGENCY FEE.

The DEPARTMENT recognizes the right of the UNION to collect an Agency Fee, a reasonable assessment equivalent to the dues and other fees paid by members of the UNION, to be deducted from non-union members who benefit from the terms of the collective negotiation agreement, without need of any written individual authorization from the non-union members covered by the CNA who benefit from the implementation of this Agreement. For purposes of ascertaining the UNION members from the non-UNION-members, the UNION shall publish an Updated Roster of Members valid as of March 31, 2013 and every quarter thereafter. The DEPARTMENT shall remit the collection to the UNION Treasurer through the UNION's national bank account within fifteen (15) working days after the payroll period where the deductions had been made. Provided, that the net take home pay of an employee shall not be less than the amount provided for by law.

Section 9. TRANSIENT QUARTERS.

The DEPARTMENT recognizes the need of providing its employees with decent and safe transient quarters.

Section 10. FUND RAISING ACTIVITIES.

The DEPARTMENT shall allow the UNION the use of its facilities in holding activities including fund raising campaigns, subject to existing guidelines.

The DEPARTMENT may allow the UNION to undertake income generating and fund raising activities, such as commissaries, stores, bazaars, tiangge, canteen and the like, subject to existing laws, rules and guidelines.

Section 11. UNION FINANCIAL REPORT.

The UNION shall furnish the DEPARTMENT with its annual financial report.

Section 12. UNION REPRESENTATION.

The DEPARTMENT recognizes the right of the UNION to be represented in the national, regional and division levels in all of the following DepEd existing committees or bodies concerning non-academic rank-in-file employee's rights and welfare, including those that may be subsequently formed or established by the DEPARTMENT by regulation, or as prescribed or specified by CSC policies, rules and regulations:

- 12.1 Personnel Selection Board
- 12.2 Personnel Development Committee;
- 12.3 Program on Awards and Incentives for Service Excellence (PRAISE);
- 12.4 Grievance Committee;
- 12.5. Provident Fund;
- 12.6 National Performance Review and Evaluation Committee;
- 12.7 Uniform/Clothing Committee;
- 12.8 Special or Ad Hoc Committees involving non-academic rank and file Employees, including but not limited to those on reorganization, staffing, placement, sports, cultural, recreational, anniversary and Christmas celebrations.

Section 13. TRANSPARENCY.

In the spirit of transparency, the UNION shall be invited in Management Committee Meetings of the DEPARTMENT concerning issues relative to the welfare of non-academic rank-and-file employees.

The UNION shall also act as unofficial observer in proceedings of the Public Biddings and Awards Committee (BAC) only on procurements involving non-academic rank and file employees welfare/benefits, subject to the provisions of DepEd Order No. 59, s. 2007.

A space for suggestion box or any form of feedback shall be provided in the Central, Regional and Division Offices.

Section 14. SUBMISSION OF UNION OFFICERS ROSTER.

The DEPARTMENT shall be informed in writing by the UNION of the names of its officers duly elected to the Board of Trustees and any substitute or changes of such UNION officers within fifteen (15) days from their official election/ designation, as well as their functions and duties as defined in accordance with the UNION's constitution and by-laws.

Section 15. ROSTER OF DEPARTMENT PERSONNEL.

The DEPARTMENT shall provide the UNION annually with a copy of its Updated Roster of non-academic rank and file Personnel at all levels (Central, Regional, Division and School) to include the following information: Name, Position, Item Number, Salary Grade, Rate per Month and Place of Designation.

Section 16. FINANCIAL REPORTS AND OTHER REFERENCES.

The DEPARTMENT shall furnish the UNION with copies of Financial Reports on the following:

- (1) Provident Fund,
- (2) Annual DepEd Budget
- (3) Fund Utilization
- (4) COA Audit Report

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Section 17. DISSEMINATION OF DEPED ISSUANCES.

The DEPARTMENT shall institutionalize the proper dissemination of DepEd issuances directly affecting the general welfare of the non-academic rank and file employees by including the UNION in the distribution list of such issuances at the National, Regional and Division levels.

Section 18. ORIENTATION ON PUBLIC SECTOR UNIONISM.

The DEPARTMENT shall allow the UNION the opportunity to meet with, and orient, all newly-appointed or newly-hired non-academic rank-and-file employees on the UNION's Constitution and By-laws, programs, activities and benefits.

For this purpose, the DEPARTMENT shall provide the UNION, every June & December, the list of its newly-hired non-academic rank-and-file personnel in the National, Regional, Division and School levels.

Section 19. CNA PRINTING.

The DEPARTMENT shall be responsible for the publication of this Agreement and its Annexes in the official DepEd website for the information of all non-academic rank and file employees. The DEPARTMENT shall provide 200 copies of the signed agreement to the UNION.

Section 20. DISCIPLINARY ACTION.

The DEPARTMENT shall amend DepEd Order 49 s. 2006 to provide for a representative from the UNION in the composition of the Formal Investigation Committee for non-academic rank and file respondents.

**ARTICLE V
RECRUITMENT, PROMOTION & TERMINATION**

Section 1. ADHERENCE TO CSC POLICY ON PERSONNEL ACTION.

The DEPARTMENT shall ensure adherence to existing laws and CSC rules and regulations on personnel action.

Section 2. NEXT-IN RANK SYSTEM.

The DEPARTMENT shall automatically consider qualified next-in-rank employees as candidates in the promotion process. For vacancies in the first and second level, all qualified next-in-rank employees in the organizational unit where the vacancy exists shall be automatically considered candidates for promotion to the next higher position.

Section 3. EQUAL OPPORTUNITY IN HIRING.

The DEPARTMENT shall ensure that in case of vacancy of any regular position, qualified casual, temporary and contractual employees in the Department shall be given equal opportunity to be hired.

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**ARTICLE VI
ECONOMIC BENEFITS**

Section 1. CNA YEAR-END INCENTIVE.

From savings generated through cost-cutting measures as well as systems improvements as indicated in the CNA, a CNA incentive shall be granted in the amount as allowed by law. This benefit shall be given to the non-academic rank and file employees who are employed as of date of effectivity of the CNA. The incentive shall be determined every end of the fiscal year and shall be given in the succeeding year subject to existing DBM guidelines.

Further to this, the DEPARTMENT and the UNION shall actively promote and implement programs that promote cost-cutting measures in the delivery of public services in order to generate savings.

Furthermore, the UNION shall ensure that all of its members and the employees it represents shall cooperate in and actively support the implementation of cost-cutting measures adopted by the DEPARTMENT and for that purpose, undertake the following measures:

- A. Police its own ranks to prevent loafing, in accordance with Civil Service and the DepEd rules;
- B. Attend to personal errands and needs using time outside office hours;
- C. Endeavour to finish tasks within the regular working hours to minimize any need to render paid overtime services;
- D. Promote volunteerism in rendering extra-time services;
- E. Encourage punctuality in reporting to work and in attending to office activities to minimize waiting time;
- F. Reduce electric consumption by, among others, switching off lights, airconditioning unit and other electrical equipment in vacant rooms and all electrical units not in actual use, maximizing use of natural light;
- G. Reduce water consumption by, among others, monitoring and immediately reporting defective faucets and water closets, and leaking pipes and discouraging wasteful water use practices;
- H. Conserve office supplies;
- I. Observe proper use and care of office equipment and facilities to minimize maintenance costs and prolong their useful life;
- J. Reduce office vehicle trips through trip planning and carpooling;
- K. Minimize unnecessary travels abroad;
- L. Strict adherence to the prescribed positions in the plantilla position;
- M. Promotion of paperless transactions and communications through the use of electronic transmission; and
- N. All other cost-cutting measures that can be undertaken to generate savings.

Pursuant to Section 55 of the General Appropriation Act, **Rules in the Realignment of Savings for the Payment of Collective Negotiation Agreement Incentives.** Savings from allowable MOOE allotments generated out of cost-cutting measures identified in the Collective Negotiation Agreements (CNAs) and supplements thereto may be used for the grant of CNA incentive by agencies with duly executed CNAs: PROVIDED, That the one-time annual payment of CNA incentives must be made through a written resolution signed by representatives of both labor and management, and approved by the agency head: PROVIDED, FURTHER, That the funding sources and amount of CNA incentives shall, in all cases, be limited to the



Implementation of this provision shall be governed by DBM Budget Circular Nos. 2006-1 and 2011-5 and such other issuances that may be issued by the DBM for the purpose.

A Joint Technical Working Group shall be created upon effectivity of this CNA to be composed of three (3) to five (5) representatives from each party, to promulgate the criteria, guidelines and mechanism for the determination of the CNA incentive and monitoring and evaluation of the cost-saving measures undertaken in accordance with this CNA.

For purposes of this agreement, non-rank-and-file non-academic personnel of the DEPARTMENT including those in the management staff, are included in the implementation of this Agreement pursuant to item (4)(h)(II)(aa) of the Senate and House of Representatives Joint Resolution No. 4, Series of 2009 approved on June 17, 2009.

Section 2. SPECIAL PRIVILEGES

Special Privilege Leaves shall be granted in accordance with the most recent CSC Circulars.

Section 3. FUNDING FOR CULTURAL, WELLNESS, PHYSICAL, SOCIAL, FAMILY WELFARE AND ATHLETIC ACTIVITIES.

The DEPARTMENT shall provide the necessary funds to be utilized for athletic and cultural activities in accordance with the provisions of the General Appropriations Act.

The UNION, together with the Employees Welfare and Benefits Division (EWBD) and its counterpart office in the Regional and Division Offices shall formulate a plan to implement a Physical and Mental Fitness Program in accordance with CSC MC No. 38 s. 1992 and CSC MC No. 6 s. 1995 as reiterated by CSC MC No. 8, s. 2011.

Section 4. SHUTTLE BUS/ VEHICLE SERVICE.

The DEPARTMENT shall provide shuttle buses or appropriate vehicles to fetch and ferry employees in the Central, Regional and Division offices to enable them to report for work on time in the morning and to safely return home in the afternoon after working hours.

Section 5. LEGAL EXPENSES.

The DEPARTMENT shall allow reimbursement of legal expenses incurred by employees, as provided for under Section 416 Legal Expenses, Rules (a); (b); Chapter 26, Title 6, Volume I of Government Accounting and Auditing Manual.

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**ARTICLE VII
BENEFITS AND PROGRAMS ON WELFARE AND DEVELOPMENT**

Section 1. PAYMENT OF BENEFITS.

The DEPARTMENT shall facilitate the processing and payment of all benefits due to retired or separated employees.

Section 2. DAY CARE SERVICES.

The DEPARTMENT shall provide and implement day care services for their employees' children under five (5) years of age to improve working parents' performance and attain minimal absenteeism of employees due to problems related to childcare.

Section 3. PRAYER ROOM OR WORSHIP HALL.

The DEPARTMENT shall allocate or assign space in the Central, Regional and Division offices a prayer room or worship hall. For this purpose, the DEPARTMENT shall allow employees sufficient time, and regular periods, for worship and prayer activities.

**ARTICLE VIII
IMPLEMENTATION AND MONITORING SCHEME**

Section 1. UNION-MANAGEMENT COORDINATING COMMITTEE.

For the smooth implementation of this CNA, a Union-Management Coordinating Committee shall be created to be composed of three (3) representatives from each party. The following shall be the functions and responsibilities of the committee:

- a. Monitor the implementation of this Collective Negotiation Agreement, and report conflicts or problems in its implementation at the Central, Regional, Division and School offices nationwide.
- b. Recommend solutions to controversies or conflicts arising from the interpretation and/or enforcement of this agreement.

**ARTICLE IX
ENTIRETY AND MODIFICATION CLAUSE**

The DEPARTMENT and the UNION agree that the terms and provisions 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 negotiations leading to this Agreement and, therefore agree that negotiations will not be reopened on any item during the life of this

**ARTICLE X
EFFECTIVITY AND CONTINUITY CLAUSE**

Section 1. EFFECTIVITY.

This Agreement shall take effect upon its signing by the parties and ratification by the majority of the non-academic rank and file employees in the Department and shall remain in full force and effect for a period of three (3) years.

Section 2. RENEGOTIATION.

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 the 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, by their authorized representatives, have hereunto signed this Agreement this ____ th day of _____ 2013 in Pasig City, Philippines.



**FOR THE
DEPARTMENT OF EDUCATION :**

**FOR THE DepEd-
NATIONAL EMPLOYEES' UNION:**

BR. ARMIN A. LUISTRO FSC
Secretary of Education

ATTY. DOMINGO B. ALIDON
National President



SIGNED IN THE PRESENCE OF US:







ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S.

BEFORE ME, a Notary Public, for and in the City of Pasig, Metro Manila, this
__th day of _____, 2013, personally appeared:

<u>Name</u>	<u>Valid Government ID</u>	<u>Date & Place of Issue</u>
1. BR. ARMIN A. LUISTRO FSC	_____	_____
2. ATTY. DOMINGO B. ALIDON	_____	_____



All known to me and to me known to be the same persons who executed the foregoing **COLLECTIVE NEGOTIATION AGREEMENT** and they acknowledged to me that the same is their free act and voluntary deed and of the organizations they duly represent.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal on the date and at the place first above written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2013



"ANNEX A"

LIST OF PLANTILLA POSITIONS OF NON-ACADEMIC RANK AND FILE EMPLOYEES

Pursuant to Article Scope of Coverage

CENTRAL OFFICE POSITIONS

- | | |
|----------------------------------------------|------------------------------------|
| 1. Department Liason Specialist (DLLS) | 21. Engineer V –Chief |
| 2. Project Development Officer I-IV | 22. Engineer I-IV |
| 3. Senior Administrative Asst. I-V | 23. Statitian I-III |
| 4. Administrative Asst. I-V | 24. Proof-reader I-II |
| 5. Administrative Aide I-VI | 25. Watchman I |
| 6. Security Guard I | 26. Publication Production Supervi |
| 7. Guest House Caretaker | 27. Printing Foreman |
| 8. Chief Accountant | 28. Copy Reader |
| 9. Accountant I-IV | 29. Typesetter I-II |
| 10. Information Technology Officer I-III | 30. Dentist I-II |
| 11. Information System Analyst I-III | 31. Nutritionist Dietician I-II |
| 12. Computer Programmer II | 32. Health Education and Promotio |
| 13. Computer Maintenance Technologist I | 33. Warehouseman I-III |
| 14. Computer File Librarian I | 34. Science Research Specialist II |
| 15. Chief Education Program Specialist | 35. Attorney I-V |
| 16. Education Program Specialist (EPS) II-I | |
| 17. Draftsman I | |
| 18. Supervising Education Program Specialist | |
| 19. Senior Education Program Specialist | |
| 20. Science Research Technician IV | |



REGIONAL OFFICE POSITIONS

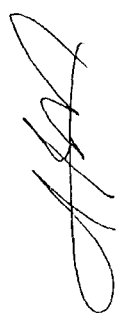
Non-Teaching Personnel

- | | |
|-----------------------------------|-------------------------------------|
| 1. Medical Officer IV | 9. Nurse |
| 2. Dentist III | 10. Senior Administrative Assistant |
| 3. Attorney II-III | 11. Administrative Assistant I-IV |
| 4. Accountant II-III | 12. Administrative Aide I-VI |
| 5. Chief AO-Administrative Office | 13. Security Guard I |
| 6. Chief AO-Budget & finance | 14. Driver I-II |
| 7. Administrative Officer I-V | 15. Utility |
| 8. Nutrition-Dietitian II-I | |



Teaching Personnel

1. Regional Education Program Supervisor II-III
2. Senior Education Program Specialist
3. Education Program Specialist I-II
4. Librarian
5. Teaching Aide Specialist



DIVISION OFFICE POSITIONS

Non-Teaching Personnel

1. Medical Officer III
2. Administrative Officer V
3. Dentist II
4. Accountant II
5. Guidance Coordinator III (Division)
6. Administrative Officer I-IV
7. Nurse II
8. Librarian I-III
9. School Librarian I
10. Administrative Assistant I-V
11. Disbursing Officer I
12. Dental Aide
13. Administrative Aide I-VI
14. Driver I
15. Security Guard I-II
16. Watchman I-II
17. Farm Worker
18. Division Education Program Supervisor I
19. Public Schools District Supervisor (PSDS)
20. Guidance Coordinator I-III
21. Guidance Counselor I-III
22. Librarian I-III



SCHOOL LEVEL POSITIONS

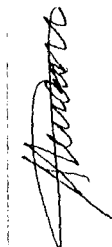
1. School Nurse
2. Senior Bookkeeper
3. Cashier/Disbursing Officer
4. Supply Officer/Property Custodian
5. Administrative Officer II
6. Administrative Assistant
7. Administrative Aide
8. Security Guard/Watchman



Annex "B"

FLEXI-TIME WORK SCHEDULE FOR THE NON-ACADEMIC PERSONNEL OF THE DEPARTMENT OF EDUCATION Pursuant to Article IV, Section 4 – Flexitime Work Schedule

1. In order to provide prompt, efficient and responsive delivery of service to clients, employees, subject to written approval of their respective Head of the Office or organizational unit, shall have a fixed time of arrival which they may choose from the following:
 - 1.1 7:00a.m. – 4:00p.m.
 - 1.2 8:00a.m. – 5:00p.m.
 - 1.3 9:00a.m. – 6:00p.m.
2. Pursuant to Republic Act No. 8491, otherwise referred to as the "*Flag and Heraldic Code of the Philippines*", employees, including officials, regardless of their respective work schedules, are enjoined to attend the flag-raising ceremony on Mondays.
3. The chosen work schedule of the employees shall be their constant fixed work schedule. However, employees may be allowed to change their chosen work schedule only after six (6) months, subject to:
 - 3.1 filing of a written request of the employee at least thirty (30) days prior to the start of the intended change and approval thereof within the same period by the Head of the Office (if with Director) or head of the organizational unit (Undersecretary/Assistant Secretary); and
 - 3.2 non-disruption in the delivery of basic services to the public via a balanced and fair distribution of employees per work schedule.
4. A grace period of fifteen (15) minutes shall be given to employees' choice of either 1.1 or 1.2 of the abovementioned work schedule only –
 - 4.1 to be exempted from tardiness;
 - 4.2 after fifteen (15) minutes, the employee concerned shall be considered tardy and such tardiness shall accordingly be deducted from his / her earned vacation leave credits.
 - 4.3 Notwithstanding the foregoing, an employee, subject to written justifiable reasons to be submitted to and approved by the head of office, may go beyond the grace period granted up to a maximum of fifteen more minutes without incurring tardiness. Provided, that



only four (4) justified tardiness in a month will be allowed per employee.

4.4 Any unjustified time-in beyond the grace period of fifteen (15) minutes or justified tardiness beyond the maximum number allowed (4 times) shall be considered as tardiness and shall accordingly be deducted from the employee's earned vacation leave credits.

4.5 an employee who arrives after 7:00 a.m. or 8:00 a.m. may stay in the office to work after 4:00 p.m. or 5:00 p.m., respectively, and finish the eight (8) hours of work required of him / her per regular working day (i.e. time-in 7:11a.m., time-out 4:11p.m.; time-in 8:05a.m., time-out 5:05p.m.);

4.6 an employee shall not be allowed to off-set such tardiness by staying beyond 4:00p.m. or 5:00p.m. for an equivalent number of minutes or hours by which such employee has been tardy; and

4.7 No grace period shall be given to those who choose the above 1.3 work schedule; in which case, the employee concerned shall be considered tardy if his / her time-in is beyond 9:00 a.m. and staying in the office beyond 6:00 p.m. to off-set for the tardiness shall not be allowed.

5. The "No Noon-Break" policy shall be strictly implemented in order to assure the public of continuous service. Employees shall, therefore, observe the following schedules for lunch break not exceeding one (1) hour:

Fixed Work Schedule	Lunch Break
7:00 a.m.	11:00 a.m.
8:00 a.m.	12:00 noon
9:00 a.m.	1:00 p.m.

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Annex "C"

"LIST OF OFFICE FURNITURES, FIXTURES & EQUIPMENTS"

National Executive Office

1. Table & Chair for the National President
2. Table & Chair for the Secretary General
3. Table & Chair for the Board Chairman
4. Conference Tables & Chairs for the NEC & NBOT
5. Cabinets
6. Steel Cabinets
7. Sala Sets
8. 4 sets Computer
9. 1 set Printer
10. Telephone with Internet connection
11. Photocopier
12. Wall Clock
13. Refrigerator
14. LCD Projector
15. Bulletin Board

Regional and Division Chapters Office

Regional and Division Offices

1. 2 Tables
2. 2 Chairs
3. 1 Steel Cabinet
4. 1 set Computer w/ Printer
5. Photocopier
6. Wall clock
7. Cabinet
8. Telephone with Internet connection
9. Bulletin Board

Office Supplies:

1. Puncher
2. Stapler with Staple Wire
3. Staple Remover
4. Folder
5. Ballpens
6. Pentel Pens
7. Fastener
8. Bond Paper
9. Glue

* Office Supplies will no longer be provided for by the Department as soon as the Union starts collecting dues from their member, except for the reproduction of materials cited in MC 16, s. 1988.

* MR's to UNION President (Central, Regional and Division Offices)

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