



Department of Education
Region VI – Western Visayas
DIVISION OF AKLAN
Archbishop G.M. Reyes St., Kalibo, Aklan



August 29, 2017

**Public Schools District Supervisors/
Principals/Head Teacher in-Charge of the District
School Heads of Public Elementary, Secondary and
Integrated Schools**

Sirs/Mesdames:

Greetings!

Attached herewith is signed Collective Negotiation Agreement (CNA) of the Alliance of Concerned Teachers – Philippines ACT Region VI Union which is self-explanatory.

For your information and guidance.

Thank you.

Very truly yours,

FOR THE SCHOOLS DIVISION SUPERINTENDENT:


MICHAEL T. RAPIZ

Chief Education Supervisor
School Governance and Operations Division (SGOD)
In-Charge of the Division

Division Letter
No. 74 s. 2017
/mtt

REGIONAL EXECUTIVE COMMITTEE

MR. FRANCISCO F. GOLEZ
President
MR. MAXIMO B. MONTERO
Vice-President
MS. ROBARIO H. ROBLES
Secretary (Appointee)
MS. HELYN D. PASTOLERO
Treasurer
MS. MA. LORY V. POLI
Auditor

REGIONAL COUNCIL MEMBERS

RICARDO T. SECARO Jr.
FRECY BANDOLA
MA. FATHE B. BANGCAYA
MELISA T. MANUEL
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JENNY PACHOCO
JEFFREY ESPURA
OLENIA ESTRALA
Ruro
NERISSA LAPASARAN
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CSC ACCREDITATION No. 978

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ALLIANCE OF CONCERNED TEACHERS – Philippines
ACT Region VI Union

Member: Education International



August 22, 2017

DR. ERNESTO F. SERVILLON JR., MNSA
Assistant School Division Superintendent
Officer in Charge
Office of the Schools Division Superintendent

Dear Dr. Servillon:


Warm greetings!

In line with the requisite to ratify the recently signed Collective Negotiation Agreement (CNA) of the Union, we are respectfully requesting your good office an endorsement letter to the District Supervisors, School Principals and Head Teachers to accelerate the ratification campaign.


Attached herewith is the copy of the signed CNA and a letter manifesting our previous coordination with the Office of the Schools Division in Aklan for your further reference.

We thank in advance for your support in the struggle to provide teachers and principals a better working condition to make them more effective molders of the future generation.

Para sa gurnat bayan,


ANTONIO TOLENTINO
Provincial Coordinator

Noted:


FRANCISCO F. GOLEZ
President
ACT Union-Region 6



ACT-REGION 6 UNION COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The Department of Education Region VI-Western Visayas, with office address at Duran Street, Iloilo City, represented by its Officer-In-Charge, Office of the Regional Director, Ma. Gemma M. Lodesma, CESO V, Director III, hereinafter referred to as DepED Region 6;

and

The Alliance of Concerned Teachers-Region 6 (ACT Region 6) Union, a duly organized and existing public school teachers' union with CSC Accreditation No. 976 and DOLE Certificate of Registration No. 1867, and with office address at Rm. 9, Jamerlan Building, Iznart Street, Iloilo City, represented by its President, Francisco F. Goloz, hereinafter referred to as the Union;

WITNESSETH:

WHEREAS, the 1987 Constitution of the Republic of the Philippines grants and guarantees government employees the right to form unions and to collective bargaining and negotiations;

WHEREAS, it is a declared policy under the Magna Carta for Public School Teachers and its Implementing Rules and Regulations for the State to promote and improve the social and economic status of public school teachers, their living and working conditions, and terms of employment and career prospects;

WHEREAS, Executive Order No. 180 issued on June 1, 1987 empowers government authorities to enter into collective bargaining and negotiations with accredited employees' organizations on terms and conditions of employment which are not fixed by law;

WHEREAS, ACT-Region 6 UNION is duly accredited as the sole and exclusive bargaining agent of all academic rank-and-file employees, including School Heads of the Department of Education-Region 6, and as such shall represent and bind them in any negotiation;

WHEREAS, DepED-Region 6 and the ACT-Region 6 UNION have agreed to promote a harmonious relationship between the parties which will uphold and respect mutual recognition of rights with the end in view of contributing not only to the welfare of the academic rank-and-file employees, including School Heads but also of the school children under their supervision and instruction;

NOW THEREFORE, for and in consideration of the foregoing, the parties hereby stipulate and agree as hereunder set forth:

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The DepED-Region 6 and the UNION recognize the basic rights of teachers to a just and decent salary, security of tenure, career development and working conditions, which enhance academic freedom, excellence and creativity.

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To this end, the parties undertake the following:

- a. The DepED-Region 6 and the UNION shall observe national policies as well as policies of international organizations that the Republic of the Philippines has ratified, regarding the right to self-organization, collective bargaining and negotiations, and concerted activities in accordance with law.
- b. The DepED-Region 6 and the UNION shall uphold the democratic rights of the public teachers, which include representation in appropriate bodies and committees created by DepED-Region 6, effective participation on the formulation of policies and programs affecting them, as well as other sectors within the Division.
- c. The DepED-Region 6 shall respect and guarantee teachers' right to enjoy academic freedom in the discharge of their professional duties, particularly with regard to teaching and classroom methods as stipulated in the Magna Carta for Public School Teachers and in accordance with the policies of the DepED.
- d. The DepED-Region 6 shall not interfere with the establishment, operations and administration of the UNION provided that they are in accordance with law, DepED Orders, policies, rules and regulations.
- e. The UNION shall be involved in the formulation of policies, plans, and programs affecting the rights, career development, welfare and benefits of rank-and-file teaching personnel. When used in this agreement, involvement shall mean UNION representation in existing committees and in specialized ad hoc bodies that may be created by the DepED-Region 6 related to the above-mentioned areas.

Section 2. The DepED-Region 6 and the UNION believe in the equality among men, women and Lesbian, Gay, Bi-sexual and Transgender (LGBT) and the eradication of all forms of discrimination, and thus, recognize the vital role of collective negotiation of all forms in pursuing their commitment towards a truly gender-responsive DepED-Region 6.

To this end, the DepED-Region 6 and the UNION agree that there shall be no discrimination against any member of the rank-and-file teaching personnel in relation to matters covered by this agreement on the bases of sex, creed, civil status, gender orientation, political or religious affiliation, belief and age.

ARTICLE II COVERAGE

Section 1. This Collective Negotiation Agreement shall apply to all academic rank-and-file personnel as defined by the Civil Service Commission and the Magna Carta for Public School Teachers (RA 4670), including Principals I-IV. Such personnel shall be those whose stations are within the Department of Education Region 6-Western Visayas.

Section 2. It is understood that the DepED-Region 6 refers to the Department of Education Region 6, including all the constituent divisions and school units existing or as may be established in the future.

Section 3. This Collective Negotiation Agreement shall not apply to the following:

- a. Regional Director;
- b. Assistant Regional Director;
- c. Superintendents;
- d. Assistant Superintendents;
- e. Supervisors;
- f. Legal Officers;
- g. All non-teaching personnel covered by the DepED NEU CNA.

**ARTICLE III
UNION RECOGNITION, RIGHTS AND PRIVILEGES**

Section 1. The DepED-Region 6 recognizes the UNION as the sole and exclusive negotiating agent of all academic rank-and-file teachers of the DepED-Region 6, in any negotiation with management on terms and conditions of employment not fixed by law.

Section 2. The DepED-Region 6 shall not discriminate against any employee by reason of membership in the UNION, or against any officer or duly authorized representative of the UNION for acts performed pursuant to this Agreement.

Section 3. The DepED-Region 6 respects the freedom of association of the UNION.

Section 4. The DepED-Region 6 shall allow the UNION to hold meetings on Official Time including the following:

- a. General Assembly: One day, provided that the Assembly shall be held once every three years only;
- b. Regional Council Meeting: Once every quarter;
- c. Division Chapter Representatives Assembly (Annual): One day;
- d. School Chapter Presidents' Meeting at the Division level: Once every quarter;
- e. School Chapter Meeting: Once every quarter.

In all instances, attendance to any of the above-mentioned activities shall yield to the exigency of the service, and subject to the approval of the head of office, provided further that the 180 day contact time with the students/pupils is protected.

Section 5. OFFICIAL BUSINESS/REPRESENTATION. Official Business shall be granted to any of the elected or legislative officer of the UNION, including the chairperson of the committee who represents the UNION in the different committees of the agency.

- a. Whenever applicable, representatives for academic rank-and-file personnel in committees mandated by law shall be appointed by the UNION. Representation or membership in such committees shall be on Official Business subject to the availability of fund and existing accounting and auditing rules and regulations.
- b. Furthermore, the UNION shall be allowed representation in the Anti-Red Tape Committee and shall sit during public bidding especially on matters concerning employees' welfare and benefits but in an observer capacity only.
- c. The UNION Representative in every School shall also be allowed to take part in the crafting of the School Improvement Plan (SIP), implementation and monitoring of all programs, projects and activities (PPAs) and must be a member of the School Governing Council (SGC).

Section 6. OFFICIAL TIME/UNION TIME PRIVILEGE. Official time shall be granted by the DepED Region 6 to allow ACT-Region 6 Union officials to accomplish representation duties, including meetings enumerated in the immediate preceding section. Designated ACT-Region 6 Union representative shall be released from their official duties for the purpose of union representation, subject to Section 13, Item III (Hours of Work and Remuneration) of R.A. No. 4670 (The Magna Carta for Public School Teachers) and the 180 day non-negotiable contact time with the students/pupils.

Section 7. UNION OFFICE AND FACILITIES. Subject to its availability, the DepED Region 6 shall provide the UNION with office space in its Regional Office as well as in the Schools Division Offices provided that all expenses for supplies shall be borne by the UNION.

Section 8. CONFERENCE HALLS AND OTHER FACILITIES. The DepED Region 6 shall allow the UNION free use of conference halls and other facilities for its meetings subject to availability thereof, with prior written consent, provided that said request is made at least five (5) days before such UNION activity and subject to the existing accounting, auditing rules and regulations.

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The UNION shall be allowed to use the pigeon holes for the purpose of sending official written communications to all members. Access to such pigeon holes shall be made in the presence of the proper personnel of the DepED Regional Office.

Section 9. TRANSPORTATION. The DepED-Region 6 thru its Division Offices shall provide the UNION service vehicles for the use of its representatives when attending meetings or conferences called by any government agency or any duly accredited organization on activities concerning the welfare of employees, subject to availability of the vehicle, prior notice and subject to existing policies of DepED on travel and use of vehicles as well as relevant accounting and auditing rules and regulations.

Section 10. BULLETIN BOARDS. The UNION shall be provided space in the transparency boards of every school, division and regional office for the purpose of communicating with UNION and non-UNION members.

Section 11. LIST OF NEW TEACHERS. The DepED-Region 6, through the Personnel Section/Schools Division Offices, shall furnish the UNION, with the list of plantilla positions and new teachers within the negotiating unit.

The DepED-Region 6, through the Personnel Section/Schools Division Offices, shall inform the UNION of the retirement, resignation or separation of personnel within thirty (30) days after the approval of such separation from the service.

**ARTICLE IV
NEGOTIATING UNIT MEMBERS' EDUCATION PROGRAM**

Section 1. The DepED-Region 6 shall provide full support to the UNION in the conduct of training and seminars for all Region 6 teachers within the negotiating unit for the purpose of enlightening them of their rights, privileges, obligations and responsibilities under the law and this agreement, provided that such trainings and seminars be conducted during Summer, Saturdays or during specified semestral INSET week or summer break.

Section 2. The UNION may orient new members about UNION related affairs during the TIP conducted by the Schools Division Office at the start of the school year.

Section 3. The UNION members and teachers within the negotiating units may be allowed to attend programs, seminars, general assemblies, conferences, conventions, symposia, fora and other capability-building programs and activities on Public Sector Unionism conducted by the Civil Service Commission on official business and the Department of Labor and Employment on official time.

Section 4. The DepED-Region 6 and the UNION shall come up with leadership training programs for teachers.

Section 5. The DepED-Region 6 and ACT-Region 6 Union in coordination with other teacher organizations will spearhead the planning, preparation, and conduct of the Annual World Teachers' Day Celebration in Region 6.

**ARTICLE V
UNION MEMBERS AND DUES**

Section 1. MEMBERSHIP IN THE UNION. All nationally paid rank-and-file teachers of the DepED-Region 6 shall be eligible to become members of the ACT-Region 6 Union.

Section 2. CHECK-OFF. Upon compliance with the requirements of Automatic Payroll Deduction System (APDS), the DepED-Region 6 shall deduct, through the payroll the corresponding monthly union dues from the salaries of UNION member(s) based on the terms of payment as approved by the UNION General Assembly. All deductions shall be remitted to the UNION not later than thirty (30) days after the deductions are made.

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Section 3. AGENCY FEE. In accordance with Public Sector Labor Management Council Resolution No. 1, s. 1993, the DepED-Region 6 shall deduct from the salaries of all teachers who are non-members of the UNION, but who are part of the negotiating unit and enjoy the benefits under this Collective Negotiating Agreement, a reasonable amount equivalent to, but not more than the duly prescribed annual membership dues. As per resolution, no individual authorization is required for the agency fee. All deductions shall be remitted to the UNION not later than thirty (30) days after the deductions are made.

**ARTICLE VI
APPOINTMENT AND DEPLOYMENT OF TEACHERS**

Section 1. To ensure fairness to all concerned, the UNION may recommend or propose the formulation of policies in the appointment and deployment of teachers for endorsement by DepED-Regional Office 6 to the Central Office.

Section 2. The UNION shall be represented in bodies in charge of the ranking, selection and promotion of teachers at all levels.

Section 3: RIGHT OF REFUSAL. The rank-and-file teachers under DepED-Region 6 shall have the right to refuse non-service related request of services beyond official time. Service credits can be granted for overtime services rendered in accordance with DepED Order No. 53, s. 2003.

In case of transfer or reassignment, the right to refuse can only be granted on valid reasons based on existing guidelines.

**ARTICLE VII
PROMOTION**

Section 1. REGULAR AND TIMELY PROMOTIONS. The DepED-Region 6 shall ensure the regular and timely promotion or reclassification of positions of qualified rank-and-file teachers based on the standards and guidelines set by the Department of Education and policies, rules and regulations of the DBM and CSC. Prompt updating of plantilla shall be made to ensure timely adjustment of salaries subject to availability of funds.

Section 2. MERIT PROMOTION PLAN. The DepED-Region 6 shall implement and ensure a fair and efficient standard merit promotion plan at all levels and shall involve the UNION in the formulation and implementation of such plan based on existing guidelines.

Section 3. All information related to promotion (criteria, number of open items, process, etcetera) shall be provided to the UNION and shall be circulated widely. Its implementation shall be transparent.

**ARTICLE VIII
DISCIPLINE, SALARY DEDUCTIONS AND TERMINATION OF EMPLOYEES**

Section 1. ADMINISTRATIVE CASE. For the purpose of promoting prompt, efficient and just resolution of disciplinary cases against rank-and-file teachers with administrative cases, the UNION shall be represented in all disciplinary committees so as to ensure due process and fairness. No publicity shall be given to any disciplinary action being taken against a teacher during the pendency of her/his case. (Sec. 8 RA 4670)

Section 2. SEVERANCE OF EMPLOYMENT. Except for voluntary resignation, retirement or expiration of contract or appointment, employment shall be terminated only for just cause and after observance of due process.

Section 3. RE-ORGANIZATION OR INTERNAL RESTRUCTURING. The DepED-Region 6 shall support the UNION proposal in the formulation of plans involving reorganization or internal restructuring, including plans for merging and/or abolition of schools which will affect teachers.

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Section 4. DEDUCTIONS. In all instances, deductions from salaries and other compensation of teachers shall be in accordance with law and existing guidelines and shall be supported with competent evidence.

Section 5. JOB SECURITY. The DepED Region 6 shall undertake all efforts to obtain permanent items for rank-and-file teachers.

**ARTICLE IX
PERSONNEL FILES**

Section 1. There shall be one master personnel file for each teacher for employment information. The Personnel File shall be held in confidence and access shall be limited only to the concerned teacher and persons with authority pursuant to DepED policies for tenure, promotion and awards purposes. Access for any other purpose must have the written permission of the concerned teacher subject to existing laws, rules and regulations.

Section 2. A teacher shall have the right to submit documents to his or her Personnel File. Any documents identified by source may be placed in the Personnel File. Identification shall indicate author, the committee, and the name of the officially authorized body, generating the material. Nothing derogatory shall be placed on file unless promulgated or issued by competent authority. The teacher shall have the right to examine his or her file subject to existing rules and regulations.

**ARTICLE X
LEGAL PROTECTION**

Section 1. LEGAL SERVICE. As far as practicable the DepED-Region 6 shall endeavor to provide free legal assistance, by coordinating with the IBP, to a rank-and-file teacher who is sued for acts arising from the lawful performance of his/her official duties and responsibilities.

**ARTICLE XI
IMPROVEMENT OF COMPENSATION**

Section 1. The UNION and DepED-Region 6 shall jointly support the regular review and upgrading of teachers' salary, allowances and other benefits.

Section 2. It is reiterated that, teaching load beyond six (6) hours shall be compensated accordingly subject to the provision of R.A. No. 4670 and existing rules and regulations promulgated by competent authorities.

Section 3. DepED-Region 6 shall grant the maximum amount for the Loyalty Pay of Teachers, subject to the availability of funds and existing auditing and accounting rules and regulations.

**ARTICLE XII
CLASS SIZE, TEACHING LOADS AND CLASS SCHEDULE**

Section 1. ON CLASS SIZE. To reiterate the standard class size is as follows:

- a. Kinder - minimum of 25, maximum of 35 per class
- b. Grades 1 to 2 - minimum of 40, maximum of 50 per class
- c. Grades 3 to 4 - minimum of 45, maximum of 55 per class
- d. Grades 5 to 10 - minimum of 45, maximum of 55 per class (ratio: 5 teachers is to 3 classes)
- e. Grades 11 to 12 - 40 per class

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Section 2. CLASS SCHEDULE. A local committee composed of the representatives from the union, and school administrator shall be responsible in the planning/drafting of class schedule and assignment of teaching loads.

Section 3. School administrators shall not assign tasks to teachers not related to teaching such as cartoon manager/seller, security work, corridor duty, clinic, maintenance, driver, clerk, financial staff, registrar, etc.

Section 4. The DepED-Region 6 supports the provision of teacher-aides to assist Kinder Teacher in the class.

Section 5. The DepED-Region 6 shall ensure that all schools provide faculty room with table and chairs and individual lockers for teachers subject to the availability of funds and space.

**ARTICLE XIII
OCCUPATIONAL HEALTH AND SAFETY**

Section 1. SAFETY AND HEALTH REQUIREMENTS. The DepED-Region 6 shall conform to and comply with applicable regulations requiring safety, health and sanitary working conditions prescribed by law. The DepED-Region 6 shall do everything possible to provide healthy and safe working conditions for all teachers.

Section 2. Teachers have the right to refuse to teach in conditions that shall endanger their health and safety as well as the pupils/students provided that the said risks to health and safety had been established by the proper authorities concerned.

Section 3. The DepED-Region 6 shall provide adequate purified drinking water with hot/cold dispenser and clean comfort rooms to all campuses for the exclusive use of faculty members subject to the availability of funds and the usual accounting and auditing rules and regulations.

Section 4. FIRST AID. The DepED-Region 6 shall provide first aid kits in strategic areas of workplaces/offices where no medical clinic is located in the premises. For this purpose, teams of teachers shall be formed and trained in first aid (CSC MC No. 33, s. 1997), subject to availability of fund and usual accounting and auditing rules and regulations.

Section 5. WORKING CONDITIONS OF SENIOR CITIZEN TEACHERS. Teachers who are senior citizens and differently-abled persons shall be fully respected of their rights and privileges thereunder. Their room assignment shall be at the ground floor and they shall be assigned with minimum teaching loads pursuant to existing laws, rules and regulations.

Section 6. DepED Region 6 shall direct all principals to ensure adequate lighting and ventilation of classrooms, library, guidance room and other facilities.

**ARTICLE XIV
HEALTH BENEFITS**

Section 1. TEACHERS' MEDICAL AND DENTAL INSURANCE. The DepED-Region 6 shall recommend to the national Board of the Provident Fund the granting of Health Card for all DepED Region 6 Personnel (teaching and non-teaching) which shall cover Medical and Dental Services & admission to any government or private hospitals for emergency medical treatment and hospitalization chargeable to the Provident Fund subject to existing rules and regulations.

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**ARTICLE XXII
IMPLEMENTING AND MONITORING SCHEME**

Section 1. UNION-MANAGEMENT CONSULTATIVE BODY. For purposes of maintaining continuous lines of communication, consultation and dialogue between the DepED-Region 6 and the UNION, a Union-Management Consultative Body shall be created to be composed of five (5) representatives from each party.

Section 2. The following shall be the functions and responsibilities of the consultative body:

- a. Convene every three (3) months or as the need arises at such place and time that may be proposed and agreed upon by the parties;
- b. Monitor any controversy arising from the interpretation and enforcement of this Agreement and refer the same to the proper grievance committee;
- c. Monitor and ensure the implementation of the provisions of this Agreement.

**ARTICLE XXIII
BUDGETS AND FUNDS**

Section 1. Within sixty (60) days from the date of the effectivity of this Agreement, the DepED Region 6 and the UNION shall prepare all the necessary guidelines for budgeting, financing and accounting purposes in the implementation of the provisions of this Collective Negotiation Agreement.

**ARTICLE XXIV
EFFECTIVITY**

Section 1. After its signing by the parties and ratification by majority of the rank-and-file employees in the negotiating unit, this agreement shall become effective immediately. It shall remain in force 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 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 3. POSTING ON THE OFFICIAL WEBSITE OF DEPED-REGION 6. Scanned copies of the signed Agreement shall be uploaded on the official website of DepED-Region 6.

**ARTICLE XXV
CNA INCENTIVE**

Section 1. CNA INCENTIVE. The CNA Incentive shall be granted in the amount not exceeding twenty five thousand (P25,000.00) subject to the availability of funds. The benefits shall be given to the academic rank-and-file employees, including school heads, who are employed as of the date of effectivity of the CNA and shall be determined every end of fiscal year subject to existing DBM guidelines.

Section 2. For cost-cutting measures, the following shall be implemented:

- a. DepED Region 6, through the Schools Division Offices, shall limit or discourage the use of School/Office MOOE for attendance to trainings/seminars/workshops/conferences conducted by non-DepED entities;
- b. The UNION shall support the DepED Region 6's cost-saving measures related to the conservation of energy (fuel, electricity, and other utilities), water and office supplies, as well as improvements in solid waste management;
- c. Reduce electric consumption by, among others, switching off lights, air conditioning unit and any other electrical equipment in vacant classrooms and all electrical units not in actual use, maximizing the use of natural lights.

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service for purposes that will redound to the improvement of the quality of education such as research, scholarly and creative activity, instructional improvement or teachers re-training. The selection process for all study grants/scholarships for the professional advancement of teachers shall be transparent, democratic and non-discriminatory. Reimbursement of school fees and additional support such as monthly stipend, thesis/dissertation support, book and travel allowance shall also be requested subject to availability of fund and existing rules and regulations.

Section 4. DepED-Region 6 shall support the UNION's legislative initiative for the following:

1. Maternity Leave - 100 days
2. Paternity Leave - 14 working days
3. Sick Leave - 15 days

Section 5. REHABILITATION LEAVE. The DepED Region 6 shall ensure the strict implementation of the Rehabilitation Leave for job related injuries pursuant to Section 55, Rule XVI of the Omnibus Rules Implementing Book V of E.O. No. 292 and CSC-DBM Joint Circular No. 1, s. 2006.

Section 6. SPECIAL LEAVE PRIVILEGES. The DepED-Region 6 shall support the UNION Proposal to grant teachers three (3) days Special Leave Privileges, non-cumulative, non-commutable every year, to be used in any or combination of the following:

- a. Birthday;
- b. Enrolment;
- c. Graduation;
- d. Hospitalization of immediate member of the family;
- e. Wedding and Honeymoon;
- f. Wedding Anniversary;
- g. Mourning in case of death of a spouse or any of the children, parents, brothers or sisters;
- h. Domestic emergencies.

**ARTICLE XVII
HOUSING**

Section 1. HOUSING. DepED-Region 6, in coordination with ACT-Region 6 Union, shall communicate to the DepED Central Office for the implementation of the "Project Shelter".

Section 2. DORMITORY. The DepED-Region 6 shall give priority to public school teachers to use the DepED Dormitory subject to prior notice.

**ARTICLE XVIII
SPORTS**

Section 1. SPORTS FACILITIES AND PROGRAM. The DepED-Region 6 shall allow free use of DepED-Region 6 managed sports and athletic facilities. The DepED-Region 6 shall provide funds for the Sports Development Program and Annual Regional Sports Festival for teachers organized by the union subject to its availability and existing accounting and auditing rules and regulations.

Section 2. SPORTS EQUIPMENT. The DepED-Region 6 shall provide sports equipment for all school-based chapters of the UNION for the use of teachers and office personnel, subject to the availability of fund and existing accounting and auditing rules and regulations.

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Department May 2015

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Mr. Quins

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**ARTICLE XIX
FRINGE BENEFITS, SUBSIDIES, ALLOWANCES**

Section 1. DepED-Region 6 shall support and endorse the UNION Proposal for legislation and administrative approval by concerned authorities of the following:

- a. Rice subsidy for all teachers every month worth two thousand five hundred pesos (P2,500.00).
- b. Christmas grocery allowance of at least five thousand pesos (P5,000.00) per year.
- c. Hospitalization subsidy of five thousand pesos (P5,000.00), in addition to PhilHealth, to the hospitalized teachers
- d. Monthly traveling allowance of two thousand pesos (P2,000.00) for teachers who travel for work more than 15 km away from the station.
- e. A monthly subsidy of two thousand pesos (P2,000.00) for housing, light and water for teachers assigned in far-flung areas.

Section 2. DepED-Region 6 shall support the UNION Proposal for twenty thousand pesos (P20,000.00) assistance to ensure decent mortuary and funeral services for teachers and school heads who die while in service and shall extend similar assistance to those who have retired.

Section 3. The DepED-Region 6 shall ensure the implementation granting additional allowance for Teachers handling multi-grade classes based on the existing Guidelines on Special Hardship Allowance.

**ARTICLE XX
RETIRES' BENEFITS**

Section 1. The DepED Region 6, through the Schools Division Offices (SDOs) and/or big secondary schools, shall hold a testimonial/honour program for all retiring Teachers in recognition of their long and faithful service to the youth and the department.

Section 2. All DepED Schools Division Offices shall implement the CSC Guidelines on PRAISE to include the ten thousand pesos (P10,000.00) cash gift and a plaque of appreciation to retiring teachers, subject to availability of funds and existing accounting and auditing rules and regulations.

Section 3. DepED-Region 6 shall monetize accumulated service credits of retirees, subject to existing guidelines.

Section 4. The DepED-Region 6 shall facilitate the prompt submission of applications for the early release of the retirement pay, gratuities, terminal leave benefits and other benefits due to them.

**ARTICLE XXI
GRIEVANCE PROCEDURE**

Section 1. Grievance refers to any work related discontentment or dissatisfaction which had been expressed verbally or in writing by the aggrieved employee. Grievance shall include any dispute or controversy between the Union and the DepED Region 6 arising from the interpretation or implementation of this Agreement, and/or the interpretation or enforcement of Civil Service and DepED policies regarding personnel.

Section 2. In the resolution and adjustment of grievances, the UNION and the DepED Region 6 shall observe the existing guidelines of DepED and Civil Service rules and regulations.

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**ARTICLE XV
PROMOTING GENDER EQUALITY AMONG TEACHERS**

Section 1. GENDER AWARENESS AND RELATED PROGRAMS. The DepED-Region 6, through the Division Offices, and the UNION shall jointly plan and conduct seminars for all teaching personnel to promote their better understanding and strengthen awareness of gender issues in the following laws:

- a. Magna Carta for Women
- b. Reproductive Health Law
- c. Violence Against Women and Children
- d. Solo Parent Act
- e. Gender Awareness and Development

Further, there shall be UNION Representation in GAD Committees in School, District, Division and Regional level.

Section 2. PROTECTION OF TEACHERS AGAINST SEXUAL HARASSMENT. The DepED Region 6 and the UNION shall work together for the protection of Teachers including School Heads against any form of sexual harassment pursuant to Republic Act No. 7877 or the Anti-Sexual Harassment Act of 1995 and its Implementing Rules and Regulations (IRR), through the following:

- a. Conduct trainings and seminars for all DepED Region 6 personnel;
- b. Implement the existing laws and policies of DepED on Anti-Sexual Harassment;
- c. Set up mechanisms to guarantee that the learning and working environment is free from any form of sexual harassment and conducive to harmonious working and study conditions.

Section 3. CHILD-MINDING FACILITIES/NURSING ROOM. The DepED Region 6 shall set up child-minding facilities and breastfeeding rooms in schools where there are available spaces, subject to availability of funds.

Section 4. INTERNATIONAL WOMEN'S DAY. The DepED Region 6 shall allow its Teachers to attend, on official time, activities sponsored by or participated in by the UNION, to commemorate the International Women's Day every March 8, subject to prior arrangement.

Section 5. The DepED Region 6 shall provide financial support to gender-related projects and activities of the UNION to be sourced from the Gender and Development (GAD) budget as mandated by the Magna Carta for Women upon prior submission of approved project and/or research proposal. The 5% budget for Gender and Development (GAD) shall be used to fund the approved programs subject to existing auditing and accounting rules and regulations.

Section 6. MATERNITY AND GYNECOLOGICAL-RELATED LEAVES OF FEMALE TEACHERS. Substitute teachers shall be hired to take their place and shall be paid accordingly subject to availability of fund.

Section 7. The DepED Region 6 with the help of the UNION's Women and Gender Committee shall set-up a Women and Gender Desk at all levels that will address women and gender issues including sexual harassment and concerns of lesbians, gay, bisexual and transgender (LGBT) teachers.

**ARTICLE XVI
LEAVE PRIVILEGES OF TEACHERS**

Section 1. The DepED-Region 6 shall ensure the strict implementation of the Proportional Vacation Pay (PVP) granted to public school teachers as authorized by law and existing guidelines.

Section 2. The DepED Region 6 shall ensure the strict implementation of the service credits granted to public school teachers as authorized under pertinent laws, CSC/DepED policies, rules and regulations.

Section 3. STUDY LEAVE WITH PAY. The DepED-Region 6 shall support the UNION legislative

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- d. Reduce water consumption by, among others, monitoring and immediately reporting defective faucets and water closets, and leaking pipe and discouraging wasteful water use practices;
- e. Observe proper use and care of office equipment and facilities to minimize maintenance cost and prolong their useful life;
- f. Promotion of paperless transactions and communication through the use of electronic transmission;
- g. Reduce office vehicle trips through planning and carpooling;
- h. In the case of make-up classes, the same may be conducted during class days by extending the number of hours and to utilize the buffer days for offsetting. However, teachers are given the option to make it on Saturdays subject to the approval of the concerned authorities;
- i. Encourage teachers to utilize the remaining two (2) hours of the 8-hour work outside the campus on concrete activities duly agreed by the School Head and teachers per DepED Order No. 16, s. 2009;
- j. Canteen utilities such as light and water should not be charged to the school's MOOE;
- k. The use of recycled paper and the limitation of the number of copies of letter-communications are encouraged;
- l. The use of ICT technology in the monitoring activities and the gathering of data is encouraged;
- m. The use of LED bulbs/fluorescent and solar panel/energy for lighting and communication facilities should be encouraged;
- n. Subscription of one (1) national daily and one (1) local newspaper is encouraged;
- o. Police its own ranks to prevent loafing, in accordance with Civil Service and the DepED rules;
- p. Attend to personal errands and needs using time outside school/office hours;
- q. Endeavour to finish tasks within the regular working hours to minimize any need to render paid overtime services;
- r. Promote volunteerism in rendering extra-time services;
- s. Encourage punctuality in reporting to work and in attending to school/office activities to minimize waiting time;
- t. Strict adherence to the prescribed positions in the plantilla position;
- u. All other cost-cutting measures that can be undertaken to generate savings.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have herunto signed this Agreement this _____ day of _____ in Iloilo City, Philippines.


For the DepED Region 6:

For ACT Region 6 UNION:


VICTOR G. DE GRACIA, JR., CESO V
 Schools Division Superintendent
 Officer-In-Charge
 Office of the Assistant Regional Director
 Chairperson


FRANCISCO FAGOLEZ
 ACT UNION President
 Chairman

APPROVED:


MA. GEMMA M. LEDESMA, CESO V
 Director III
 Officer-In-Charge
 Office of the Regional Director


















Signed in the presence of:


MYRNA S. CASTILLO, Ph.D., CESO V
Schools Division Superintendent
Division of Iloilo
Member


MAXIMO H. MONTERO
ACT UNION Vice President
Co-Chairperson



ATTY. JESSICA V. SAPALO
Chief Administrative Officer
Administrative Division
Member



MA. LORY V. POLI
Act UNION Auditor
Member



ATTY. MARILES R. PALACIOS
Attorney IV
Member


DEIFIN C. DE LA TORRE
ACT UNION BOD
Member


MARTHA I. AMPIG
Chief Administrative Officer
Finance Division
Member

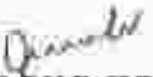

ROSARIO H. ROBLES
ACT UNION Secretary
Secretariat


ERVIN V. BANZA
Special Investigator III
Alternate


HELYN D. PASTOLERO
ACT UNION Treasurer
Secretariat

ON LEAVE
EARLY B. ALBASON
Administrative Officer II
Alternate


PRECY M. BANDIOLA
ACT UNION Secretariat


MARILOU P. HORLADOR
Administrative Officer V (HRMO)
Secretariat


MARILYN G. GEGANTONI
Administrative Officer I
Secretariat







ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ILOILO

BEFORE ME, a Notary Public, for and in Iloilo City, Philippines, this JUL 13 2017
20___, personally appeared:

- | <u>Name</u> | <u>Valid Government I.D.</u> | <u>Date & Place of Issue</u> |
|-----------------------------|------------------------------|----------------------------------|
| 1. VICTOR G. DE GRACIA, JR. | LTO - F08-02-012992 | 11/02/2016 ROTLO CITY |
| 2. FRANCISCO F. GOLEZ | PRC-0526507 | 3/4/98 ILOILO CITY |

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 affix my Notarial Seal on the date and at the place first above written.

Doc. No. 324
Page No. 65
Book No. 480
Series of 2017


MARIO M. D. SAN FELIX
 NOTARY PUBLIC
 UNTIL DEC. 31, 2017
 ROLL NO. 31132
 NOT. REG. Y. 59-FEB. 16, 2016
 PTR NO. 56/5625 ILOILO CITY 11/4/17
 IBP NO. 105855 ILOILO CITY 11/4/17
 REG. NO. 105855 ILOILO CITY 11/4/17
 ISSUED ON JANUARY 28, 2015
 2ND FLR., BANGALON BLDG., GUANLO T.L., ILOILO CITY

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