



Department of Education
NATIONAL EMPLOYEES' UNION
3/F Dormitory E Bldg., DepED Complex, Meralco Ave., Pasig City
Website: www.depedneu.wordpress.com / eMail: neu.deped@yahoo.com
Telefax: (02) 637-1241 / Direct Line: (02) 633-7247
DOLE-CSC REGISTRATION NO. 1737
ACCREDITATION NO. 862



NATIONAL OFFICERS
2017 - 2020

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MEMORANDUM -

FOR : All National Vice Presidents
Chapter Presidents (Regional/Division)
All Others Concerned

FROM : **ATTY. DOMINGO B. ALIDON**
National President

SUBJECT : **URGENT RATIFICATION OF THE NEWLY-SIGNED DEPED-NEU COLLECTIVE NEGOTIATION AGREEMENT (CNA) FOR FY 2017-2019**

DATE : **May 10, 2018**

The 2nd Collective Negotiation Agreement (CNA) was finally signed by the DepEd Management and DepEd National Employees' Union (DepEd-NEU), respectively represented by Secretary Leonor Magtolis Briones and Atty. Domingo B. Alidon on May 01, 2018.

In view of this, all nonacademic rank-and-file employees of the Department of Education are hereby enjoined to ratify the attached newly-signed DepEd-NEU Collective Negotiation Agreement (CNA) in compliance with existing rules and regulations.

To ensure the fast ratification of the newly signed CNA, the DepEd NEU National Vice Presidents are hereby directed to monitor the ratification of the CNA within their respective jurisdictions.

Regional/Division Chapter Presidents are tasked to consolidate the soft (scanned copy) and hard copies of the CNA Ratification Form (CNA-RF) within a period of five (5) working days from receipt hereof and for submission to the DepEd-NEU National Secretariat on or before May 25, 2018.

For further inquiries, please contact the Head, National Secretariat, Fidel E. Salosagcol at cellphone numbers 09272881010 (Globe), 09215068255 (Smart) and (02) 636-3549 (Landline) and Arthur Serrano, Jr. with email add: luiserranoangelo@gmail.com.

For strict compliance.

ALIDON

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, **LEONOR MAGTOLIS BRIONES**, 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 on August 28, 2012 is duly-accredited as the sole and exclusive collective negotiating agent for 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, Executive Order No. 180, issued on June 1, 1987, provides that the terms and conditions of employment or the improvements thereof, except those that are fixed by law, may be 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.

WHEREAS, on 25 January 2018 the Union submitted their proposed amendments to the 2013 Collective Negotiation Agreement (CNA) to the Office of the Undersecretary for Administration;

WHEREAS, on 26 March 2018, the DepEd Management CNA Management Panel, through its Chairman, Undersecretary Alain Del B. Pascua wrote the DepEd-NEU and requested for certain documents with the objective of harmonizing the provisions of the 2013 CNA and the proposed CNA in a manner that is consistent with laws, rules and regulations;

WHEREAS, on 27 March 2018, the Union, through Atty. Alidon submitted some of the documents requested by the Management Panel and communicated that the other requested information will be presented in an executive session;

WHEREAS, on 10 April 2018, the DepEd Management CNA Management Panel, through its Chairman, Undersecretary Alain Del B. Pascua wrote the DepEd-NEU and informed the latter that the panel has already agreed in principle the proposed CNA except on seven (7) items;

WHEREAS, on 27 April 2018 the Union submitted their counter proposal and presented fifteen (15) items for consideration of the management panel;

WHEREAS, on 30 April 2018, the management panel sent its omnibus reply to the Union enumerating the approved items for CNA renewal as well as approved items subject to modifications.

WHEREAS, the Union acknowledged and agreed to the aforesaid omnibus position of the management panel and manifested its commitment to sign the new CAN.

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 the 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 98 on the Right to Organize and Collective Bargaining (1949); Article (20)(1) of the Universal Declaration on Human Rights, guarantee the rights of workers to freedom of peaceful assembly and association.

Section 3. NON-INTERFERENCE IN UNION ACTIVITIES

The DEPARTMENT shall in no case directly or indirectly interfere with 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 the 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 prerogative in accordance with law, and subject to existing rules and regulations including the provisions herein set forth.

Section 5. ADHERENCE TO LAWS, RULES AND REGULATIONS.

The activities of the UNION shall be in consonance with its purposes, 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 activities of 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 refer to a reasonable assessment equivalent to the dues and other fees paid by members of the UNION deducted from non-UNION members who benefit from the terms of the collective negotiation agreement. These are deducted from the CNA incentives of non-union members and which represents as their payment to the Union for the benefits received

**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 Department of Education as defined under Article II.

Pursuant to Section 10 Article IV of Executive Order 180, the DEPARTMENT shall deal only through, and delivery 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) on the following activities:
 - a. National Congress (once a year)
 - b. Island Cluster Congresses
 - b. Joint Executive and National Board Meetings (quarterly)
2. Central Office Executive Committee (COEC) and Regional Office Executive Committee (ROEC) Officers, for the following activities:
 - a. National Congress (once a year)
 - b. Island Cluster Congress (once a year, respective islands)
 - c. Central or Regional Congress (once a year, respective regions)
 - d. Division Congress – (once a year, consistent with number of divisions.
3. Division Executive Committee Congress
 - a. National Congress (once a year)
 - b. Island Cluster Congress (once a year, respective islands)
 - c. Regional Congress (once a year, respective regions)

d. Division Congress (once a year, respective divisions)

4. Members for the following activities:

a. Division Congress (once a year, respective divisions)

5. Union Members, for the following activities:

Division Congress (once a year)

6. NEU officers shall be allowed to attend Non-DepEd meetings, conferences and congresses on OFFICIAL TIME not to exceed:

- a) 20 calendar days for NBOT and NEC;
- b) 15 calendar days for REC; and
- c) 10 calendar days for DEC

Section 3.1. National and International Trade Union Activities.

These Activities may only be enjoyed by NBOT/NEC Union officers. Those allowed to join, however, are obliged to submit a report to management for policy formulation/amendment/adaptation/creation. In the event no NBOT/NEC Union Officers available for this activity, the National President may designate among its members.

Section 4. FLEXIBLE WORK SCHEDULE

The DEPARTMENT shall allow all non-academic rank and file employees to enjoy a flextime 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

6.1 Service Vehicle

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

Budget Circular No. 548 on the Grant of Representation and Transportation Allowances (RATA) and DBM Budget Circular No. 2017-1 on the Revised Guidelines on the Acquisition and Use of Government Motor Vehicles

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 chapters and an adequate cubicle/space in the division offices subject to availability of space, facilities and resources. Necessary furniture, fixtures and equipment in the existing DepEd inventory shall also be provided in Annex "C" hereof. Provided, that the provision of these furniture, fixtures and equipment is contingent upon the available are 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 and internet connection.

6.3 Operating and Maintenance Expenses.

The DEPARTMENT shall shoulder the water, telephone and 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 for 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.

Section 7. AUTOMATIC PAYROLL DEDUCTION

The UNION being the negotiating unit, must have the right to check-off or payroll deduct from the salaries of its member's 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 by law or by existing DepEd Orders.

Deduction of union dues shall be given preference over other deductible amounts, except the compulsory deductions i.e. GSIS, Pag-IBIG, Withholding Taxes, Medicare, and others as provided for by law.

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

Agency Fees, should be deducted from the CNA incentives of non-union members as payment to the union for the benefits received. Such amount shall be determined by the UNION and be submitted to the Joint Management and Union TWG for consideration. The reasonableness of the Agency Fee shall be determined by the

Union based on Public Sector Labor Management Committee (PSLMC) resolutions and other applicable laws.

The DEPARTMENT shall remit the collection to the UNION National Treasurer through the UNION's national bank account within fifteen (15) working days after the payroll period where the deductions had been made.

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

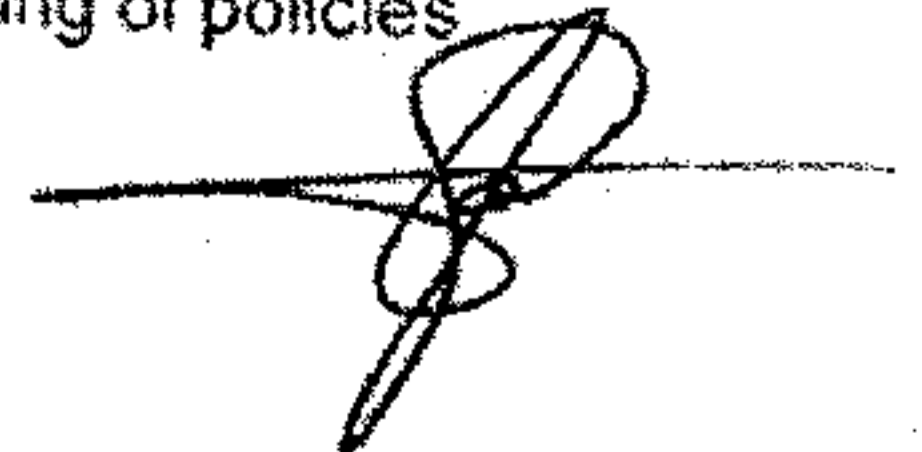
The UNION shall furnish the DEPARTMENT with its annual financial report

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 employees' rights and welfare, including those that may be subsequently formed or established by the DEPARTMENT by regulation, 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 FOI Implementation Committee
- 12.9 GAD Committee
- 12.10 Integrity Circle
- 12.11 Special or Ad Hoc Committees involving non-academic rank-and-file employees, and all existing committees and those that may be created, including but not limited to those on reorganization, staffing, placement, sports, cultural, recreational, anniversary and Christmas celebrations.

The UNION shall have a representation in Task Working Groups (TWGs) and/or committees created for the purpose of formulating and/or amending of policies



appertaining to or affecting rights, privileges, and interests of rank-and-file non-teaching personnel

The DEPARTMENT recognizes the right of the UNION to collect Mutual Aid Fees, in the amount assessed and to be collected without need of any written individual authorization for the purpose from UNION members.

Section 13. TRANSPARENCY

In the spirit of transparency, the UNION shall be invited in Management Committee meetings of the DEPARTMENT to discuss 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.

The Department and the Union agree to maintain a well-informed workplace to be more effective in the fulfillment of their respective mandates. To this end, the Department shall institutionalize social dialogue, and FOI committee and ensure their effective functioning.

Section 14. SUBMISSION OF UNION OFFICERS ROSTER

The DEPARTMENT shall be informed in writing by the UNION of the names of its duly elected officers (NEC, REC and DEC) and the NBO 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 election guidelines.

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

Section 17. DISSEMINATION OF DEPED ISSUANCES

The DEPARTMENT shall institutionalize the proper dissemination of DepEd issuances directly affecting the general welfare non-academic rank and file employees by including the UNION in the distribution list of such issuances in 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, 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 and December, the list of its newly-appointed or 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 DepEd website for the information of all non-academic rank and file employees in the National, Regional, Division and School levels

Section 20. DISCIPLINARY ACTION

The DEPARTMENT shall ensure representation in the fact finding/formal investigation committee. To this effect, the DEPARTMENT shall include UNION representation 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 for 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 for any regular position, qualified casual, temporary and contractual employees in the Department shall be given equal opportunity to be hired.

The Management should cover the MCLE compliance of DepEd lawyers and other Continuing Professional Developments as required by the Supreme Court or other government agencies in the practice of their respective professions to the extent of the full amount of registration and related expenses.

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 to the 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 UNION shall actively promote and implement programs that promote cost-cutting measure in the delivery of public services in order to generate savings.

Furthermore, the UNION shall ensure that all 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, undertakes 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 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 wasting time;
- F. Reduce electric consumption by, among others, switching off lights, air-conditioning units and other electrical equipment in vacant rooms and all electric units not in actual use as well as maximizing use of natural light.
- G. Reduce water consumption by, among others, monitoring and immediately reporting defective and leaking faucets, water closets and pipes as well as 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;
- 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 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 the UNION and the DEPARTMENT, and approved by the DepEd Secretary. PROVIDED, FURTHER, that the funding sources and CNA incentives shall, in all cases, be limited to the allowable MOOE allotments and rates determined by the DBM, respectively.

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 recent CSC Circulars and other issuances.

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, in accordance with DBM National Budget Circular No. 548 on the Grant of Representation and Transportation Allowances (RATA) and DBM Budget Circular No. 2017-1 on the Revised Guidelines on the Acquisition and Use of Government Motor Vehicles.

Section 5. LEGAL EXPENSES

The DEPARTMENT shall allow the reimbursement of all 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.

ARTICLE VII BENEFITS AND PROGRAMS ON WELFARE AND DEVELOPMENT

Section 1. PAYMENT OF BENEFITS

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

ASSISTANCE TO RETIREES. The Department shall provide a pre-retirement counseling to all retiring personnel. The Department shall allow employees who are about to retire to be considered on official time at least one month prior to their last day of service to enable them to transact and facilitate the release of their clearances from other government agencies.

The Department shall recognize the personnel's contribution to public service during their active career life and agrees to grant at least 20,000 pesos cash benefit to each retiring personnel.

The management must ensure the creation of a TWG which at all times must include a union representative to study and determine how to effectively deliver these benefits

Section 2. DAY CARE FACILITIES

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. NON-SECTARIAN 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

The Joint Negotiating Panel shall serve as Union-Management Coordinating Committee (UMCC) to monitor implementation and address issues relative to the CNA. Among others, the committee shall:

- 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.
- c) Disseminate the CNA to all personnel.
- d) Convene once every quarter or as the need arises at such place and time agreed upon by the parties.

**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 Agreement, except by mutual consent in writing or as otherwise provided herein.

**ARTICLE X
EFFECTIVITY AND CONTINUITY CLAUSE**

Section 1. EFFECTIVITY

This Agreement shall become effective immediately after signing 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. Benefits provided under 2013 Collective Negotiation Agreement (CNA) including 2017 incentive shall be granted to the rank and file employees.

In case of dispute in the interpretation and enforcement of this Agreement, the same shall be resolved in accordance with EO 180 and other pertinent laws, rules and regulations.

Matters which are subject to the commitment to jointly pursue negotiation and other future agreements shall form part of this agreement.

Section 2. IMPLEMENTING GUIDELINES

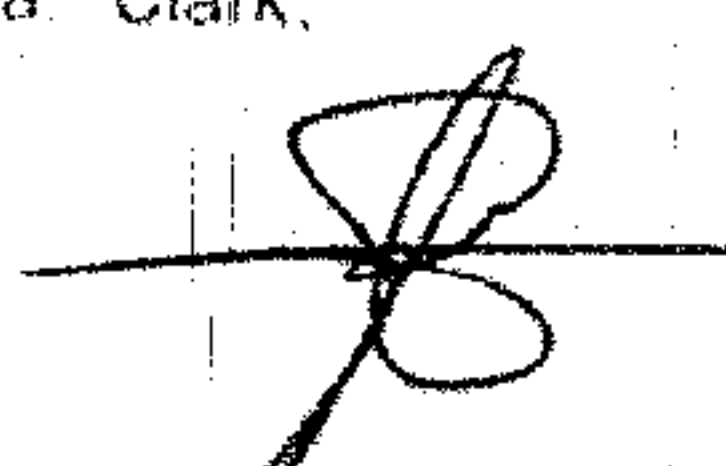
Within One (1) month from the date of effectivity of this Agreement, the Department and the Union through the created UMMC shall prepare all the necessary Guidelines in the implementation of the provisions herein contained which shall be presented to both parties for approval.

The process of preparing and pending the Guidelines for selected provisions of the CNA and the registration of the CNA at the CSC, shall not prevent both parties from implementing any and all provisions of the collective agreement.

Section 3. RENEGOTIATION AND FREEDOM PERIOD

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 1st day of May 2018 in Fontana, Clark, Pampanga, Philippines.

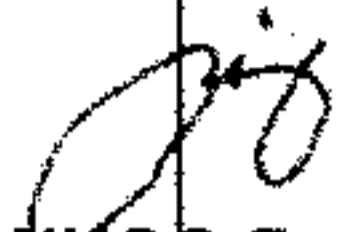


FOR THE
DEPARTMENT OF EDUCATION:



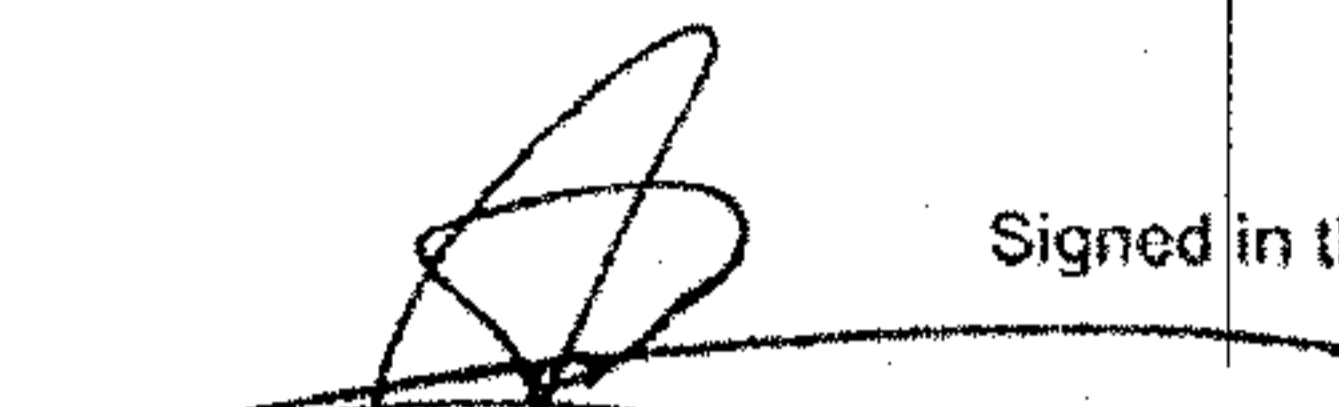
LEONOR MAGTOLIS BRIONES
Secretary of Education

FOR THE DepEd-
NATIONAL EMPLOYEES' UNION:



ATTY. DOMINGO B. ALIDON
National President

Signed in the presence of



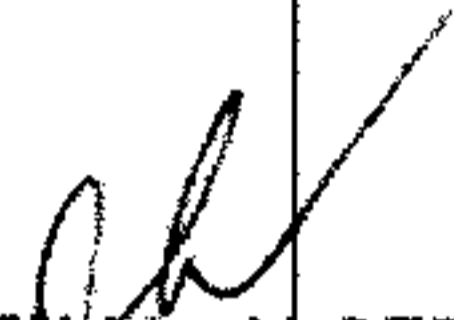
ALAIN DELA PASCUA
Undersecretary



JOHNNY G. BALAWAG
Chairman, NBOT



ATTY. REVSEE A. ESCOBEDO
Assistant Secretary



EFREN L. ALCERA
Secretary General

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 08 MAY 2018, 2018, personally appeared:

<u>Name</u>	<u>Valid Government ID</u>	<u>Date & Place of Issue</u>
LEONOR MAGTOLIS BRIONES		
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.

Doc. No. 22
Page No. 01
Book No. CKCVII
Series of 2018

NOTARY PUBLIC


EDWIN S. CONDAYA
NOTARY PUBLIC
PASIG, PATEROS & SAN JUAN
UNTIL DEC. 31, 2013
PTR NO. 332939 / 1-03-18
IBP NO. 01200-1712-19-17/UNTIL 2018
ROLL NO. 26663
TIN NO. 190-001-000
2ND FLOOR ARMAL BLDG. URBANO
VELASCO AVE. MALINAO, PASIG CITY




JOINT COMMITMENT

This Joint Commitment is made and 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, **LEONOR MAGTOLIS BRIONES**, herein referred to as the "**DEPARTMENT**".

-and-

THE DEPARTMENT OF EDUCATION NATIONAL EMPLOYEES UNION (NEU), a duly organized and existing public sector Union, and duly accredited as the sole and exclusive collective negotiation 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, herein represented in this Agreement by its President, **ATTY. DOMINGO B. ALIDON** hereinafter referred to as the "**Union**";

-WITNESSETH-

WHEREAS, on 25 January 2018 the Union submitted their proposed amendments to the 2013 Collective Negotiation Agreement (CNA) to the Office of the Undersecretary for Administration;

WHEREAS, on 26 March 2018, the DepEd Management CNA Management Panel, through its Chairman, Undersecretary Alain Del B. Pascua wrote the DepEd-NEU and requested for certain documents with the objective of harmonizing the provisions of the 2013 CNA and the proposed CNA in a manner that is consistent with laws, rules and regulations;

WHEREAS, on 27 March 2018, the Union, through Atty. Alidon submitted some of the documents requested by the Management Panel and communicated that the other requested information will be presented in an executive session;

WHEREAS, on 10 April 2018, the DepEd Management CNA Management Panel, through its Chairman, Undersecretary Alain Del B. Pascua wrote the DepEd-NEU and informed the latter that the panel has already agreed in principle the proposed CNA except on seven (7) items;

WHEREAS, both the DepEd CNA Management Panel and the DepEd National Employees Union, desirous of approving and signing the proposed CNA during the conduct of the Congress of DepEd Organizations scheduled on 01


May 2018, has agreed to further discuss and commits to jointly pursue the items being proposed even after the signing of the aforesaid CNA;

NOW THEREFORE, in view of the foregoing, the Management and the Union Panels heretofore commits to jointly pursue the following items as stated in the letter of the Union dated 27 April 2018:

- A. Item No. 2 – Flexitime (Article IV, Section 4)
- B. Item No. 8 – Parcel of Land (Article IV, Section 9)
- C. Item No. 11 – Additional Privilege Leave (Article VI, Section 2)
- D. Item No. 13 – CNA Incentive in the GAA (Article VI, Section 3)

IN WITNESS HEREOF, the parties through their representatives, have signed this **JOINT COMMITMENT** on the date and place appearing on the acknowledgement hereof.

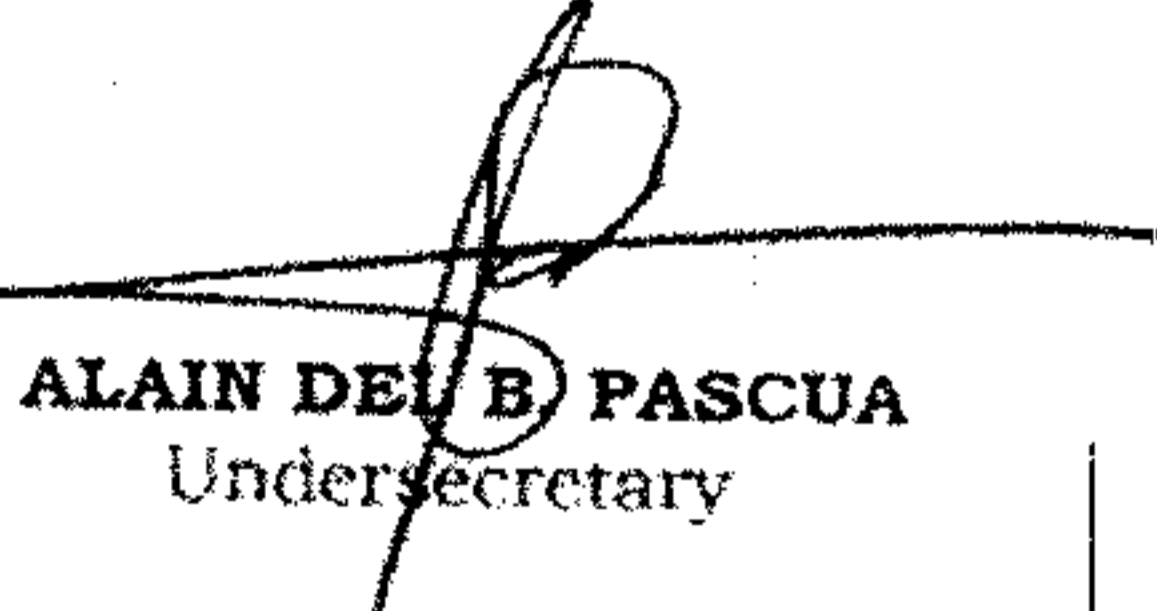
FOR THE
DEPARTMENT OF EDUCATION:


LEONOR MAGTOLIS BRIONES
Secretary of Education

FOR THE DepEd-
NATIONAL EMPLOYEES' UNION:

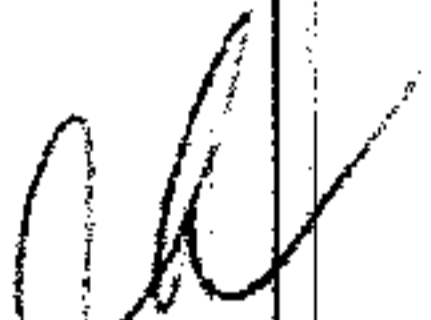

ATTY. DOMINGO B. ALIDON
National President

Signed in the presence of


ALAIN DE B. PASCUA
Undersecretary


JOHNNY G. BALAWAG
Chairman, NBOT


ATTY. REVSEE A. ESCOBEDO
Assistant Secretary


EFREN LL. ALCERA
Secretary General

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 08 MAY 2018, 2017, personally appeared:


<u>Name</u>	<u>Valid Government ID</u>	<u>Date & Place of Issue</u>
LEONOR MAGTOLIS BRIONES		
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. 23;
Page No. 06;
Book No. CCLVII;
Series of 2018


EDWIN S. CONDAYA
NOTARY PUBLIC
PASIG, PATEROS & SAN JUAN
UNTIL DEC. 31, 2018
PTR NO. 3527093 / 11-03-18
IBP NO. 01701-1/12-19-11/UNTIL 2018
L.O. NO. 25683
TIN NO. 110-523-191-000
PC 12-003853
2ND FLOOR, PRIMAL GLDZ, URSANO
VELASCO AVE, MALINAO, PASIG CITY

