

2022-47711



Republic of the Philippines
Department of Education
REGION X- NORTHERN MINDANAO
Division of Malaybalay City

DM 2022-02-693
DEPED MALAYBALAY CITY DIVISION
RELEASED
DATE: FEB 24 2022 TIME: 11:52
BY: [Signature]

DIVISION MEMORANDUM
No. 0975, s. 2022

TO : Assistant Schools Division Superintendent
Chief Education Supervisors – SGOD and CID
Public Elementary and Secondary School Heads
All Others Concerned

FROM : **VICTORIA V. GAZO, PhD., CESO V**
Schools Division Superintendent

DATE : February 23, 2022

SUBJECT: **DEPED-NATIONAL EMPLOYEES' UNION (NEU) ELECTION OF OFFICERS FOR NON-TEACHING PERSONNEL FOR CY 2022**

Pursuant to Joint Memo No. 006, s. 2022 between the Department of Education (DepEd) and DepEd-National Employees' Union (NEU) re: **Dissemination of the 2021 DepEd-NEU CNA and Reiteration of Required Documents**, the Office hereby requires all non-teaching personnel to elect officers that will represent the Division-National Employees' Union (NEU).

All elected presidents and vice-presidents/representatives of ADAS II, ADAS III, AO II-IV, CID, SGOD and OSDS personnel will elect the Division-NEU officers on **March 1, 2022, 1:30 pm at GAD Hall, Division Office.**

Queries relative to this can be relayed to Marsfifth M. Mamawag, SEPS-Social Mobilization and Networking at 09178803864.

Enclosed: As stated

TO BE POSTED IN THE WEBSITE



Purok 6, Casisang, Malaybalay City
Telefax (088) 314-0094
Email: Malaybalay.city@gmail.com



2022-47525

DUAD00-0122-0156
To authenticate this document,
please scan the QR Code.

Republika ng Pilipinas

Kagawaran ng Edukasyon

Tanggapan ng Pangalawang Kalihim

Joint Memo No. 006, s. 2022**JOINT MEMORANDUM**

19 February 2022

**For: Regional Directors
Assistant Regional Directors
Schools Division Superintendents
Assistant Schools Division Superintendents**

**Subject: DISSEMINATION OF THE 2021 DEPED-NEU CNA AND
REITERATION OF REQUIRED DOCUMENTS**

The Offices of the Undersecretaries for Administration (OUA) and Field Operations (OUFO) hereby disseminate the signed 2021 Collective Negotiation Agreement (CNA) between the Department of Education (DepEd) and DepEd-National Employees' Union (NEU).


In relation thereto, the OUA and OUFO request that the following documentary requirements be submitted before the meeting for proper acknowledgment and recognition of negotiating teachers' unions and associations:

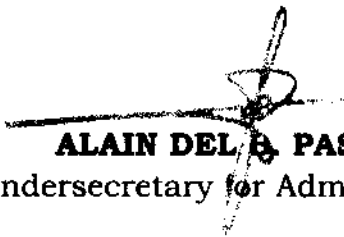
1. Board Resolution designating Official Representations;
2. Authenticated Election Results of Officials from Schools, Districts, Divisions, and Regions for the last three years;
3. CSC and DOLE Reportorial Requirements, such as Financial Statements, Roster of Members, etc. as required by appropriate rules and regulations and laws; and
4. Annual Reports covering the last three years.

The submission of the above-mentioned documents shall form part of the DepEd Management's Standard and are considered as formal requirements to facilitate the conduct of collective negotiations.

For other details, kindly refer to the attached copy of the 2021 CNA.

For information and compliance.


ATTY. REVSEE A. ESCOBEDO
Undersecretary for Field Operations


ALAIN DEL B. PASCUA
Undersecretary for Administration

Scan the QR Code to view
Videos and Magazines
of Major Programs**Office of the Undersecretary for Administration (OUA)**

*Administrative Service (AS), Information and Communications Technology Service (ICTS),
Disaster Risk Reduction and Management Service (DRRMS), Bureau of Learner Support
Services (BLSS), Baguio Teachers Camp (BTC), Central Security & Safety Office (CSSO)*

Department of Education, Central Office, Meralco Avenue, Pasig City
Rm 519, Mabini Bldg; Mobile: +639260320762; Tel: (+632) 86337203, (+632) 86376207
Email: usec.admin@deped.gov.ph; Facebook/Twitter @depedayo

**DEPARTMENT OF EDUCATION
2021 COLLECTIVE NEGOTIATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:


This **COLLECTIVE NEGOTIATION AGREEMENT (CNA)** is 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**, hereinafter referred to as the "**DEPARTMENT**";


-and-

The **DEPARTMENT OF EDUCATION NATIONAL EMPLOYEES' UNION (DepEd-NEU)**, a duly-registered 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**, hereinafter 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) and the Civil Service Commission (CSC) and duly-accredited by the CSC on August 28, 2012, with Accreditation No. 862, 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 under 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";

The state 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. The workers 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 01, 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 the employees to self-organization and collective negotiations;

WHEREAS, the **UNION** 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, on 5 April 2021, the DepEd National Employees' Union submitted their proposals for the CNA Renegotiation to Secretary Leonor Magtolis Briones, through Undersecretary Alain Del B. Pascua, Chairman of the DepEd Management Negotiating Panel, with the request to commence with the renegotiation process;

WHEREAS, Undersecretary Alain Del B. Pascua, Chairman of the DepEd Management Negotiating Panel, wrote a letter to Atty. Domingo B. Alidon, Chairman of the DepEd NEU Negotiating Panel, requesting the submission of certain documents from the **UNION** before the renegotiation process is commenced;

WHEREAS, the **UNION**, through Atty. Domingo B. Alidon, its National President, was able to submit the documents requested by the DepEd Management, and these are the following: (1) NEU Board Resolution designating NEU Official Representations to the CNA Renegotiation; (2) Authenticated Election Results of NEU Officials from Divisions/Regions and Central Office from 2018 to 2021; (3) CSC and DOLE Reportorial Requirements, such as Financial Statements, Roster of Members, etc. as required by appropriate rules and regulations and laws; and (4) Annual Reports of NEU covering 2018, 2019, and 2020.

WHEREAS, on 13 April 2021, the First Meeting between the DepEd Management Negotiating Panel and the DepEd NEU Negotiating Panel was held virtually, wherein the DepEd NEU Negotiating Panel presented the new proposals for the 2021 CNA vis-à-vis the 2018 CNA;

WHEREAS, on 28 April 2021, during the Second Renegotiation Meeting, the DepEd Management Panel and DepEd NEU Panel manifested that there was already a "meeting of the minds" and that it was agreed in principle that the effectivity of the 2021 CNA shall be 01 May 2021, with the concurrence to insert the clause: "subject to availability of funds" on those provisions with cost implications.

WHEREAS, there were exchanges of CNA with edits and reformatting, as well as a comprehensive comparison with the 2018 CNA between the Management Panel and the NEU Negotiating Panel before its submission to the Secretary of Education;

WHEREAS, the final draft of the 2021 CNA was also reviewed by the Office of the Solicitor General (OSG), as regards to its legal, financial and all other aspects and validated its compliance with all existing laws, rules and regulations that are relevant on the matter.

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.

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. RECOGNITION OF WORKERS' RIGHTS

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

Section 2. ADHERENCE TO NATIONAL POLICIES AND RIGHTS GUARANTEED IN INTERNATIONAL CONVENTIONS

The DEPARTMENT shall adhere to 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 of 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, operation or administration of the UNION through acts designed to place the latter under its control, provided that the activities are in accordance with the CNA and in compliance with existing laws, rules and regulations.

Section 4. UNION RECOGNITION OF THE 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; implementation of office policies, guidelines, procedures, rules and regulations on such personnel actions as hiring, promotion, reassignment, termination as a result of disciplinary action; and providing and sustaining employee welfare and benefits authorized by 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 efficient, 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 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 Services/Centers, Regional/Division/District Offices, and all public elementary and secondary schools nationwide.

ARTICLE III DEFINITION OF TERMS

Section 1. MEMBERSHIP FEE

 Membership Fee refers to the one-time payment by members to the **UNION** in accordance with its Constitution and By-laws (CBL).

Section 2. UNION DUES

 Union Dues refer to the regular monthly contributions of members to the **UNION** in accordance with its CBL.

Section 3. AGENCY FEE

Agency Fee refers to a reasonable amount of assessment deducted from the CNA incentives of non-members corresponding to their payment to the **UNION** for the benefits received. The amount of agency fee shall be determined in consonance with the Public Sector Labor-Management Council (PSL-MC) Resolution No. 01, s. 1993.

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 for all non-academic rank-and-file employees of the Department of Education as defined under Article II hereof.




Pursuant to Section 10 Article IV of Executive Order 180, the **DEPARTMENT** shall deal only 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 hereof, during the effectivity of this Agreement.

Section 2. NON-DISCRIMINATION

The **DEPARTMENT** shall not discriminate against any employee due to, or 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 activities **On Official Business**:

- 
1. National Executive Officers (NEO) and National Board of Trustees (NBOT):
 - a. National Congress (once a year)
 - b. Joint Executive and National Board Meetings (quarterly)
 - c. Island Cluster Assemblies (all cluster assemblies each year)
 2. Central Office Executive Officers (COEO) and Members and Regional Executive Officers (REO) and Members:
 - a. National Congress (once a year)
 - b. Island Cluster Assembly (once a year, respective island)
 - c. Central or Regional Congress (once a year, respective region)
 3. Division Executive Officers (DEO) and Members:
 - a. National Congress (once a year)
 - b. Island Cluster Assembly (once a year, respective island)
 - c. Regional Congress (once a year, respective region)
 - d. Division Congress (once a year, respective division)
 4. **UNION** officers shall be allowed to attend non-DepEd meetings, conferences and congresses, **On Official Time**, every year:
- 
- 

shall be under the accountability of the **UNION** National President or Regional/Division Chapter Presidents, as the case maybe. The **UNION** shall likewise be provided with telephone lines or access to an existing telephone line and internet connection.


6.3 Operating and Maintenance Expenses

The **DEPARTMENT** shall shoulder expenses for the electricity and water consumption as well as telephone and internet connection of the **UNION**'s office within the DepEd premises. It shall assist the **UNION** in the reproduction of instructional materials for use during orientations, symposia and conferences on public sector unionism as provided under CSC MC 16, s. 1988.

Section 7. AUTOMATIC PAYROLL DEDUCTION SYSTEM (APDS)


The **UNION** shall have the right to check-off or payroll-deduct through the APDS, union dues and other collectibles from the salaries of its members, provided that the net take home pay of the member shall not be less than the amount prescribed by law or by existing DepEd Orders.


Except for the compulsory deductions i.e. GSIS Premiums, Withholding Taxes, Pag-IBIG Fund and PhilHealth contributions and others provided by law, deduction of union dues and mutual aid contributions as well as other collectibles shall be given priority over other deductions from the salaries of union members.


 The **DEPARTMENT** recognizes and shall enforce with appropriate offices the right of the **UNION** to collect mutual aid contributions in the amount provided under its Constitution and By-laws.

The **DEPARTMENT** also recognizes that authorization for the collection of these contributions is submitted with the membership form of each member.

The **DEPARTMENT** had issued **APDS Code 2039** to the **UNION** exclusively for the payment of Union Dues and Mutual Aid Contributions of DepEd NEU members, as provided under MEMORANDUM OUF-2019-0114 dated June 4, 2019, and shall issue an APDS Sub-Code to the **UNION** as the need arises.

 The **DEPARTMENT** acknowledges the program of the **UNION** in extending Financial Assistance to union members who were afflicted with or succumbed to COVID-19 as well as other appropriate benefits as defined by the **UNION** utilizing the collected mutual aid contributions.

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

 The **DEPARTMENT** shall ensure that all appropriate offices in the Central Office and field offices comply therewith.

Section 8. AGENCY FEES

Agency Fees shall be deducted from the CNA Incentives of non-members as payment to the UNION for the benefits received. Such amount shall be determined by the UNION and presented to the Joint Management and Union TWG (JMUTWG) for consideration. The Agency Fee assessed and collected under any of the following circumstances shall be deemed reasonable:

1. Equivalent to all dues and other contributions paid by a member during the particular year when a CNA incentive is granted; or,
2. Any percentage (%) or amount that is higher than the computation in the immediately preceding paragraph, duly concurred- in by the management and union panels of the JMUTWG.

The DEPARTMENT shall remit the total amount of Agency Fees collected to the UNION through the UNION's national bank account within fifteen (15) working days from the deduction thereof.

Section 9. TRANSIENT QUARTERS

The DEPARTMENT shall provide its employees with decent and safe transient quarters.

Section 10. PERSONNEL QUARTERS

The DEPARTMENT shall ensure available decent and safe quarters to accommodate drivers, utility workers, security personnel, health and emergency response personnel and other frontline personnel whenever the need arises.

Section 11. FUND RAISING ACTIVITIES

The DEPARTMENT shall allow the UNION the use of DepEd facilities in holding activities including fund-raising campaigns. It shall allow the UNION to undertake income-generating and fund-raising activities, such as commissaries, stores, bazaars (tiangge), canteen and the like.

Section 12. UNION FINANCIAL REPORT

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

Section 13. UNION REPRESENTATION


The DEPARTMENT shall ensure UNION representation at the Central, Regional/Division and school 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, as prescribed or specified in CSC policies, rules and regulations:

13.1 Personnel Selection Board (PSB)

(Union representation shall be ensured in the Recruitment/ Selection/Promotion (RSP) process of positions identified in Annex "A")

- 13.2 Personnel Development Committee
- 13.3 Program on Awards and Incentives for Service Excellence (PRAISE)
- 13.4 Grievance Committee
- 13.5 Provident Fund (PF) Board of Trustees
- 13.6 National Performance Review and Evaluation Committee
- 13.7 Uniform/Clothing Committee
- 13.8 Freedom of Information (FOI) Implementation Committee
- 13.9 Gender and Development (GAD) Committee
- 13.10 Integrity Circle
- 13.11 Special or Ad Hoc Committees involving non-academic rank-and-file employees and those which may be created, including but not limited to those which affect reorganization, staffing, placement, sports, cultural, recreational, anniversary, Christmas celebrations.

The **DEPARTMENT** recognizes the duly-elected presidents of the division chapters or duly-authorized **UNION** representatives as the representative of the non-academic personnel of public schools in the **Local School Boards**. Thus, the DepEd-NEU Division Chapter President or duly-authorized representative shall represent the non-academic personnel of public schools in the provincial, city or municipal school boards.

 The **UNION** shall have a representation in Technical Working Groups (TWGs) and/or committees created for the purpose of formulating and/or amending policies governing APDS and RSP as well as those appertaining to or affecting the rights, privileges, interests and other matters that affect the non-academic rank-and-file employees.

The **DEPARTMENT** shall create a committee, with the inclusion of a union representative, to perform the screening and evaluation procedure of Contract-of-Service applicants to be pooled as ready source to complement staffing requirements of offices.

The **DEPARTMENT** shall consider the tasks performed in RSP processes, PF Board of Trustees and other similar tasks as part of the Key Result Areas in the Individual Performance Commitment and Review Form of the union representative.

Section 14. TRANSPARENCY

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

The **UNION** shall also be allowed to act as unofficial observer in public biddings and awards on procurement involving non-academic rank-and-file employees' welfare/benefits, pursuant to the provision 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. Thus, the **DEPARTMENT** shall institutionalize social dialogue and FOI committee activities.

Section 15. SUBMISSION OF UNION OFFICERS' ROSTER

The **UNION** shall provide the **DEPARTMENT** with the names of its duly elected officers (NEO, REO and DEO) and the NBOT and any substitute or changes thereof within fifteen (15) days from their official election/designation, as well as their functions and duties, as defined in the **UNION's** CBL.

Section 16. ROSTER OF DEPARTMENT PERSONNEL

The **DEPARTMENT** shall provide the **UNION** annually with a softcopy of its Updated Roster, including PSI-POP, of non-academic rank-and-file personnel at all levels (Central, Regional, Division and School) to include the following information:

- 
1. Region Code
 2. Region Name
 3. Division Code
 4. Division Name
 5. Station Code
 6. Station Name
 7. Employee Number
 8. Employee Name (First Name, Middle Name, Last Name)
 9. Position Code
 10. Position Title
 11. Basic Salary
 12. Salary Grade
 13. Salary Step
 14. Date of Birth
 15. Gender


Section 17. 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 18. DISSEMINATION OF DEPED ISSUANCES



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

Section 19. ORIENTATION ON PUBLIC SECTOR UNIONISM

The **DEPARTMENT** shall allow the **UNION** opportunity to meet with newly-appointed or newly-hired non-academic rank-and-file employees to orient them about the **UNION**, its CBL, programs, activities and benefits.

For this purpose, the **DEPARTMENT** shall provide the **UNION**, every June and December, a list of its newly-appointed or newly-hired non-academic rank-and-file employees at the Central, Regional, Division and School levels.

Section 20. CNA PRINTING

The **DEPARTMENT** shall be responsible for the publication of this Agreement and its Annexes on the DepEd Website for the information of all non-academic rank-and-file employees at the Central, Regional, Division and School levels.

Section 21. REPRESENTATION IN ADMINISTRATIVE PROCEEDINGS

The **DEPARTMENT** shall ensure **UNION** representation in fact-finding/formal investigation committees. Thus, the **DEPARTMENT** shall include a **UNION** representative for non-academic rank-and-file respondents.




ARTICLE V RECRUITMENT, PROMOTION AND TERMINATION

Section 1. ADHERENCE WITH CSC POLICIES ON PERSONNEL ACTION

The **DEPARTMENT** shall ensure adherence with existing CSC law and rules on personnel action. It shall adhere with CSC policies and issuances in determining positions with supervisory functions, e.g. Unit Head, Assistant Chief of Division, or any other issues relative to hiring and promotion.


Section 2. NEXT-IN-RANK SYSTEM

The **DEPARTMENT** shall automatically consider qualified next-in-rank employees as candidates for promotion. In case of vacancies in the first and second levels, all qualified next-in-rank employees in the organizational unit where the vacancy exists shall automatically be candidates for the subject vacancy.



Internal applicants shall be given preference over external applicants, provided the recommended internal applicant meets the qualification standards of the position being filled.

Section 3. OPPORTUNITY TO BE HIRED AS REGULAR EMPLOYEE



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

ARTICLE VI ECONOMIC BENEFITS




Section 1. YEAR-END CNA INCENTIVE

Section 73 of the General Provisions of the 2021 General Appropriations Act, provides that departments, bureau and offices of the National Government may grant Collective Negotiation Agreement Incentive, from the allowable MOOE allotments identified by the DBM, subject to the following:

1. There is a valid CNA executed between the agency and the duly recognized employee organization which includes a provision on cost-cutting measures to be undertaken collectively by the agency and its personnel;
2. The one-time annual payment of CNA Incentive must be made through written resolution signed by agency representatives of both labor and management, and approved by the agency head;
3. The CNA Incentive that may be granted shall be limited to the amount determined by the DBM; and
4. The use of MOOE for the payment of CNA Incentive shall be subject to approval by the agency head and made only during the validity of appropriations. Any excess amounts therefrom after payment of the CNA Incentive shall revert to the General Fund.

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

Hence, the **UNION** shall ensure that all its members shall cooperate in and actively support the implementation of cost-cutting measures adopted by the **DEPARTMENT**, such as:


- 
1. Discouraging loafing, pursuant to Civil Service Law and DepEd rules;
 2. Completing tasks within the regular working hours to avoid the need to render overtime services;
 3. Encouraging volunteerism in rendering extra-time services;
 4. Improving punctuality in reporting to work and promptly attending to office tasks;
 5. Reducing electricity consumption by, among others, switching off lights, air conditioning units and other electrical equipment in vacant rooms and all electrical units not in actual use as well as maximizing use of natural light;
 6. Reducing water consumption by, among others, monitoring and immediately reporting defective and leaking faucets, water closets and pipes as well practicing economical use of water;
 7. Economizing use of office supplies through recycling practices;
 8. Observing proper use and care of office equipment and facilities to minimize maintenance costs and prolong their useful life;
 9. Reducing office vehicle trips through trip planning and carpooling;
 10. Avoiding unnecessary travels;
 11. Promoting paperless transactions and communications through the use of electronic transmissions; and,
 12. Undertaking other cost-cutting measures to generate savings.
- 
- 

From savings generated through cost-cutting measures as well as systems improvement as indicated in this CNA, a CNA Incentive shall be granted to non-academic rank-and-file employees who are employed during the effectivity of this CNA. The incentive shall be determined every year-end, subject to existing DBM guidelines.

The **DEPARTMENT** shall ensure, through the issuance of a memorandum, the transfer from Division and Regional Offices to the Central Office all available savings under MOOE items defined in the GAAM, such as: Advertising Expenses, Communication Expenses, Printing and Publication Expenses, Repairs and Maintenance Expenses, Supplies and Materials Expenses, Transportation and Delivery Expenses, Traveling Expenses and, Utility Expenses, up to the end of November every year net of the expenses to be incurred for the month of December which shall form part of the pooled savings for the payment of CNA Incentive in a given year.

Implementation of this provision shall be governed by DBM Budget Circular Nos. 2006-1 and 2011-5 and such other issuances of 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 formulate and promulgate criteria, guidelines and mechanism for the determination of the CNA incentive and monitoring and evaluation of the cost-cutting measures undertaken in accordance with this CNA.

 For purposes of this Agreement, all rank-and-file nonacademic employees of the **DEPARTMENT**, including officers in the third level positions, are covered 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.


The **UNION** shall prepare the roster of non-academic rank-and-file employees entitled to receive the CNA incentive each year.

The finance offices or other concerned offices of the **DEPARTMENT** shall be responsible for the preparation and processing of the payroll for the payment of the CNA incentive and ensure that payments are received by the qualified recipients.

Section 2. YEAR-END GROCERIES/GIFT CERTIFICATES

 The **DEPARTMENT** shall recognize the collective efforts of all employees that contributed to the efficiency, economy and improvement in agency operations which resulted in organizational productivity through a year-end "Handog Pasasalamat" program in the form of groceries or gift certificates, amounting to not less than **THREE THOUSAND** (Php3,000.00) pesos per employee, subject to availability of funds.

Section 3. EMPLOYMENT SEVERANCE TOKENS

 The **DEPARTMENT** shall recognize the individual commitment and dedication of each resigning/retiring employee, after serving the **DEPARTMENT** for fifteen (15)

years or more, by awarding a plaque of recognition and gold ring, cost of which shall not exceed **THIRTY-FIVE THOUSAND (Php35,000.00)** pesos, subject to availability of funds, provided, however, that separation from the service is not due to disciplinary action.

Section 4. LOYALTY AWARD

The **DEPARTMENT** shall grant tokens, subject to availability of funds, as Loyalty Award to employees who have served the agency continuously and satisfactorily, as shown on the table below:

Years In Service	Cost (Php)
10 (Personalized Pen+Pin+Plaque)	3,000.00 - 5,000.00
15 (Personalized Pen+Pin+Plaque)	5,500.00 - 7,500.00
20 (Personalized Pen+Pin+Plaque)	8,000.00 - 10,000.00
25 (Personalized Watch+Pin+Plaque)	10,500.00 - 12,500.00
30 (Personalized Watch+Pin+Plaque)	13,000.00 - 15,000.00
35 (Personalized Watch+Pin+Plaque)	15,000.00 - 17,500.00
40 (Gold Ring+Pin+Plaque)	35,000.00 - 40,000.00
45 (Gold Ring+Pin+Plaque)	40,000.00 - 45,000.00

Section 5. HEALTH INSURANCE AND ANNUAL MEDICAL CHECK-UP FOR EMPLOYEES

The **DEPARTMENT** shall facilitate the provision of Health Insurance for all employees through a PF special loan window for this purpose.

The **DEPARTMENT** shall ensure that funds are allotted for its employees' annual medical/ physical check-up as provided under Section 2, Rule XII of the Amended Rules and Regulations of EO 180.

Section 6. SERVICE AND RELIEF EFFORTS DURING DISASTER

The **DEPARTMENT** shall provide emergency services and financial assistance during and immediately after a disaster and during pandemic in order to save lives, alleviate the pain and suffering and provide basic subsistence needs of affected employees.

Section 7. QUARANTINE FACILITY/ISOLATION AREA DURING PANDEMIC

The **DEPARTMENT** shall provide a quarantine facility/isolation area for employees with infectious diseases/ailments, such as COVID-19 and the like, with 24/7 medical staff and provision of free meals for both the patients and facility staff.

Section 8. UNION LEAVES

Aside from the Special Leave Privileges authorized under existing CSC Circulars and other issuances, the **DEPARTMENT** shall grant an aggregate of **FIVE THOUSAND (5,000)** days Union Leaves, during the lifetime of this Agreement, to be


allocated among union officers and members. Enjoyment of union leave shall be coursed through the Union National President for approval and monitoring purposes.

Section 9. FUNDING FOR ATHLETIC, CULTURAL, PHYSICAL AND MENTAL FITNESS 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**, in collaboration with the Employee Welfare Division (EWD) and its counterpart office in the Regional and Division Offices shall formulate 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. The **DEPARTMENT** shall ensure involvement of the **UNION** in planning and implementing all Physical and Mental Fitness Programs.

Section 10. SHUTTLE BUS/VEHICLE SERVICE

 The **DEPARTMENT** shall provide shuttle buses or appropriate vehicles to transport employees in the Central, Regional/Division Offices and schools to enable them to report for work on time in the morning and to safely return home in the afternoon after office hours in accordance with DBM National Budget Circular No. 2017-1 on the Revised Guidelines on the Acquisition and Use of Government Motor Vehicles, subject to availability of funds.

Section 11. VEHICLE FOR EMERGENCY USE

The **DEPARTMENT** shall provide a vehicle for emergency use as ready response to emergency health cases/situations of employees.

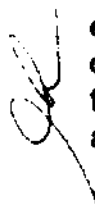
Section 12. REIMBURSEMENT OF LEGAL EXPENSES

The **DEPARTMENT** shall allow the reimbursement of legal expenses incurred by employees, as provided under Section 416 Legal Expenses, Rules (a);(b); Chapter 26, Title 6, Volume I of the GAAM.

ARTICLE VII BENEFITS AND PROGRAMS ON WELFARE AND DEVELOPMENT

Section 1. PAYMENT OF BENEFITS AND ASSISTANCE TO RETIREES

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

 The **DEPARTMENT** shall provide a pre-retirement counseling to all retiring employees. It 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 secure the required documents/clearances from the **DEPARTMENT** and other government agencies.

The **DEPARTMENT**, in recognition of the employee's contribution to public service during his/her active career life shall grant at least **TWENTY THOUSAND** (Php20,000) pesos cash benefit to each retiring employee.


Section 2. DAY CARE FACILITIES

The **DEPARTMENT** shall provide day care and breast-feeding facilities and undertake day care services for employees' children under five (5) years of age to improve working parents' performance and minimize absenteeism of employees due to problems related to childcare.

Section 3. NON-SECTARIAN PRAYER ROOM OR WORSHIP HALL

The **DEPARTMENT** shall allocate or assign a space/room in the Central, Regional/Division Offices and schools as prayer room or worship hall. For this purpose, the **DEPARTMENT** shall allow employees sufficient time for worship and prayer activities.


Section 4. EXPENSES FOR CONTINUING PROFESSIONAL DEVELOPMENT

 The **DEPARTMENT** shall assume expenses for the Supreme Court Mandate on Mandatory Continuing Legal Education (**MCLE**) of DepEd lawyers, and other Continuing Professional Education (**CPE**) required by the Professional Regulation Commission (**PRC**) for other professions to the extent of the full amount of registration and related expenses.

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 this **CNA**. The committee shall:

1. Monitor the implementation of this **CNA**, and report issues or problems relative thereto in the Central, Regional/Division Offices and Schools nationwide.
 2. Recommend solutions to controversies or conflicts arising from the interpretations and/or enforcement of this Agreement.
 3. Disseminate this **CNA** to all concerned employees.
 4. 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 stipulated. Both parties agree that all terms 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 be effective on 01 May 2021, subject to the ratification by 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.

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 UMCC shall formulate any or all the necessary guidelines in the implementation of the provisions herein contained which shall be presented to both parties for approval.

The process of formulation and pending the guidelines for selected provisions of this CNA and its registration with the CSC shall not prevent both parties from implementing the other provisions of this 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 have hereunto signed this Agreement, this _____ day of _____, 2021 in Pasig City, Philippines.

FOR THE
DEPARTMENT OF EDUCATION:

FOR THE DEPED-
NATIONAL EMPLOYEES' UNION:


LEONOR MAGTOLIS BRIONES
Secretary of Education



ATTY. DOMINGO B. ALIDON
National President

Signed in the presence of


ALAIN DEL B. PASSUN
Undersecretary


JOHNNY G. BALAWAG
Chairman, NBOT


ATTY. REVSEE A. ESCOBEDO
Undersecretary


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
05 MAY 2021, personally appeared:

<u>Name</u>	<u>Valid Government ID#</u>	<u>Date & Place of Issue</u>
LEONOR MAGTOLIS BRIONES	_____	_____
ATTY. DOMINGO B. ALIDON	_____	_____

Known to me and to me known to be the same persons who executed the foregoing COLLECTIVE NEGOTIATION AGREEMENT and acknowledged to me that the same is their free and voluntary act and 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. 524 ;
Page No. 106 ;
Book No. 1 ;
Series of 2021


ATTY. ALFREDO S. TAYAO JR.
Notary Public Until Dec. 31, 2021
Notarial Commission No. 101 (2019-2021)
Attorney's Roll No. 74227 - Date July 8, 2020
IRP No. 137302 1/8/2021
PTR No. 2200251 1/8/2021
MCLE Compliance No. 2019-2021