Disseminating the Approved Collective Negotiation Agreement (CNA) Between the Department of Education Region XI and Act-Davao Region

To: Concerned School Heads

1. Attached is Regional Memorandum 220, series of 2017, dated August 7, 2017 signed by Atty. Alberto T. Escobarte, CESO IV, Regional Director, DepEd Regional Office XI regarding the "Implementation of the Approved Collective Negotiation Agreement (CNA) Between the Department of Education Region XI and Act-Davao Region."

2. Important provisions and other details to the CNA are found in the attachment.

3. For your information and guidance.

WINNIE E. BATOON, EdD
Officer in Charge
Office of the Schools Division Superintendent

For and in the absence of the OIC-SDS:

FRANCIS JUDE D. ALCAÑIMENDRAS
Administrative Officer

Encls: Regional Memorandum No. 220, 2017

References: Regional Memorandum No. 220, 2017

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

COLLECTIVE NEGOTIATION AGREEMENT

November 21, 2018
REGIONAL MEMORANDUM

August 7, 2017

No. 220, s. 2017

IMPLEMENTATION OF THE APPROVED COLLECTIVE NEGOTIATION AGREEMENT (CNA) BETWEEN THE DEPARTMENT OF EDUCATION REGION XI AND ACT—DAVAO REGION

To: Schools Division Superintendents
    Public Schools District Supervisors
    Public Elementary and Secondary School Heads
    All Others Concerned

1. This is to announce and disseminate to the field the pertinent portions of the agreements contained in the approved Collective Negotiation Agreement (CNA) executed by and between the Department of Education Region XI and the Alliance of Concerned Teachers (ACT) – Davao Region.

2. The said CNA has been reviewed and registered by the Civil Service Commission (CSC), and is binding between the parties thereof during the period of its effectivity from August 6, 2016 to August 5, 2019.

3. It is likewise stressed that these pertinent portions of the CNA are already covered under existing CSC Memorandum Circulars, policies and guidelines of the Department of Education, and other relevant laws and their corresponding Implementing Rules and Regulations (IRR), which are quoted hereunder:

“ARTICLE III: UNION RECOGNITION, RIGHTS AND PRIVILEGES

Section 4. The DepEd Region XI shall allow the Union to hold regular and/or special meetings on OFFICIAL TIME, which is exclusive of the travel time, on the following:

a. General Assembly (Once in every 3 years): Two Days
b. Regional Council Meeting (Once every quarter): One Day
c. Division Chapter Representatives Assembly (Once a year): One Day
   School Chapter Presidents’ Meeting at the Division Level (Once every quarter): One Day
d. District Chapter Meeting (Once every quarter): One Day
e. School Chapter Meeting (Once every quarter): Half Day

Section 5. OFFICIAL TIME/UNION TIME PRIVILEGE. Official time shall be granted by the DepEd Region XI to allow union officials and members to accomplish representation duties, which includes meetings enumerated in Section 4 and attendance to workers’ education programs, seminars, meetings, conventions, conferences, symposia and others including leadership trainings on trade unionism, workers’ congress and similar activities called by any government agency or other organizations/institutions, in regional, national and in the international level. Designated Union representatives and members shall be released
from their official duties for the purpose of employee representation; in order to enhance labor-management relations at all levels.

Section 6. 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. Membership of the Union's representatives to the following shall be mandatory, to wit:

i. Personnel Selection Board (CSC MC No. 3, s. 1999)
ii. Committee on Decorum & Investigation for Sexual Harassment Cases (CSC Resolution # 01-0940, May 21, 2001)
iii. Grievance Machinery (CSC MC No. 2, s. 2001)
iv. PRAISE Committee (CSC MC No. 1, s. 2001)
v. Personnel Development Committee (CSC MC No. 10, s. 1989)
v. Employees' Organization-Management Consultative Committee (DBM Circular # '06-1)
vii. Performance Management Team (CSC MC No. 6, 2012; CSC MC No. 8, s. 2013)
viii. Change Management Team (IRR of EO 366)

b. Furthermore, the Union shall be allowed representation in the Anti-Red Tape Committee and may be invited to sit during public bidding, as a Civil Society Organization (CSO) especially on matters concerning employees' welfare and benefits in an observer capacity.

c. The Union Representative in every School shall be allowed to take part in the planning of School Improvement Plan, Project Procurement and Management Plan, Annual Procurement Plan and Annual Implementation Plan as observer.

Section 7. UNION TIME. The Union President shall be allowed to attend to union work for ONE DAY in a month.

Section 8. UNION OFFICE AND FACILITIES. DepEd Region XI shall provide the Union with a Regional Office with essential and available support services such as machines, office equipment and other facilities, including free internet connections and service in any of the schools in Davao City. The different Schools Division Offices of DepEd Region XI shall provide space/office, whichever is available, for the Union Division Chapters.

Section 9. CONFERENCE HALLS AND OTHER FACILITIES. The DepEd Region XI shall allow the Union free use of conference halls and other facilities for its meetings subject to availability of conference rooms/facilities, with prior written consent. The Union will be provided a pigeon hole for the purpose of sending official written communications to all members.

Section 10. TRANSPORTATION. The DepEd Region XI shall provide the Union service vehicles for the use of its representatives/members when attending Union-related activities called by any government agency or any duly accredited organization concerning the welfare of employees, subject to availability of the vehicle and with prior notice.

Section 11. BULLETIN BOARDS. The Union shall be provided a bulletin board in every school, division and regional office for communicating with its members and non-members.
Section 12. LIST OF NEW TEACHERS. The list of new teachers who have been appointed by all Schools Division Offices in DepEd Region XI shall be furnished to the union through the Regional Office and/or Schools Division Offices.

Section 13. The DepEd Region XI, through the Schools Division Offices, shall inform the Union of the retirement, resignation, dismissal or transfer of personnel five (5) days before the effective date of such transfer or separation from the service.

(Comments of the CSC as regards Sections 8 and 11: The provision of office space/bulletin boards should be construed in a manner that the agency will allocate a certain space out from the existing structure of the agency that could be used by the employees' association. The obligation does not embrace the situation wherein the agency will be compelled to construct a new structure for the purpose.

The agency may allow the use of its machines, office equipment, and other facilities where the employees' association officers/members are assigned subject to existing agency rules and regulations. However, supplies and materials necessary for the employees' association operation (e.g. bond papers) should be for the account of the employees' association.

It is understood that once the employees' association is no longer accredited as the sole and exclusive negotiating agent, the office space/bulletin boards, machines, office equipment, and other facilities provided by the agency to the employee association will be reverted back to the agency within reasonable time.)

ARTICLE IV: NEGOTIATING UNIT MEMBERS' EDUCATION PROGRAM

Section 1. The DepEd Region XI shall provide full support to the Union in the conduct of trainings and seminars for all within the negotiating unit for the purpose of enlightening them of their rights, privileges, obligations and responsibilities under the law and this Agreement. Attendance in such trainings or seminars shall be on official time.

Section 2. The DepEd Region XI shall allow the Union to conduct orientation programs for newly appointed or hired teachers, concerning the Union Constitution and By-Laws, programs, activities, benefits, and obligations under this Agreement during the Annual Teachers Induction Program (TIP) or any orientation activity for newly-hired teachers.

Section 3. The DepEd Region XI shall allow the Union to attend an Annual Leadership Training Seminar, World Teachers' Day and International Women's Day Celebration on Official Time.

ARTICLE V: UNION MEMBERS AND DUES

Section 1. MEMBERSHIP IN THE UNION. All nationally paid rank-and-file teachers including school heads of the DepEd Region XI shall be eligible to become members of the ACT-Davao Region. Union membership, however, shall be voluntary.

(Comment of the CSC: School Heads of DepEd Region XI are considered managerial employees, therefore, not eligible to be members of ACT-
DAVAO REGION but they are entitled to CNA benefits pursuant to Senate and House of Representatives Joint Resolution No. 4, s. 2009.

Section 2. CHECK-OFF. Upon receipt of a written authorization from the teacher-members of the Union, the DepEd Region XI shall deduct the corresponding Union dues, assessments and other deductions through payroll deductions from the Union Member(s) based on the terms of payment as approved by the UNION General Assembly and upon approval of the deduction code by the Office of the Secretary. All deductions shall be remitted to the Union not later than thirty (30) days after the deductions are made.

(Comment of the CSC: In effecting check-off, Section 47 of 2017 General Appropriations Act (GAA) must be strictly followed.)

Section 3. AGENCY FEE. In accordance with Public Sector Labor-Management Council Resolution No. 1, s. 1993, the DepEd Region XI 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 the Union dues and other fees normally paid by the Union members. Under such resolution, no individual authorization is required for the agency fee. The same is deducted from the CNA Incentive to be received by each non-Union member. All deductions shall be remitted to the Union not later than thirty (30) days after the deductions are made.

(Comments of the CSC: Please be mindful that agency fee is a one-time deduction whenever a non-union member receives CNA incentive. Simply put, the agency fee can only be enforced as soon as the non-member employee eventually enjoys the benefits under the CNA. The same is deducted from the CNA incentive to be received by each non-association member and not from their monthly basic salary.)

ARTICLE VI: APPOINTMENT AND DEPLOYMENT OF TEACHERS

Section 2. The Union shall be represented in the Personnel Selection Board (PSB) and/or the Division Selection Committee in accordance with DepEd guidelines.

Section 3. RIGHT OF REFUSAL TO WORK OVERTIME AND RENDER VOLUNTARY SERVICE. The rank- and-file Teachers under DepEd Region XI shall have the right to refuse for good cause to work overtime and render voluntary services in accordance with existing guidelines and policies.

[The following are considered as "good causes," wherein the teachers shall have the right of refusal to work overtime and/or render voluntary service: religious practices and beliefs e.g. Sabbath observance, health reasons upon certification by a government physician, domestic emergencies (immediate family members), school attendance of teachers with approved permit to study.]

3.1 – Right of Refusal to be transferred or reassigned. In case of transfer or reassignment, the right to refuse can only be granted on valid reasons provided by the Magna Carta for Public School Teachers or other existing policies.

(Comment of the CSC: The stipulation on transfer must be construed as reassignment and must be read together with CSC MC 2, s. 2005)
ARTICLE VII: PROMOTION

Section 1. REGULAR AND TIMELY PROMOTION. The DepEd Region XI shall ensure the regular and timely promotion or reclassification of position of qualified rank-and-file teachers and shall ensure strict adherence to the criteria for promotion or reclassification. The DepEd RO XI shall monitor that the requirements for promotion and/or reclassification shall be uniformly implemented, subject to existing guidelines.

Section 3. All information related to promotion (list of published vacant positions) shall be provided to the Union and shall be circulated widely. Its implementation shall be transparent.

Section 4. DepEd Region XI shall ensure that all Teachers including School Heads are given equal opportunities in relation to DepEd trainings & seminars.

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, including head teachers and principals with administrative cases, the Union shall be represented in all disciplinary committees during the formal investigation so as to ensure due process and fairness up to the level of the principals. In the case of principals, they have the option to be represented by their association. No publicity shall be given to any disciplinary action being taken against a Teacher/School Head during the pendency of her/his case. (Sec. 8 of RA 4670). Union representative in the Formal Investigation Committee shall be entitled to reimbursement of actual travel expenses and per diem chargeable against the MOOE of the Division Office.

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

Section 4. DEDUCTIONS. The DepEd Region XI and School Heads shall refrain from making arbitrary decisions regarding salary deductions. Guidelines on salary deductions due to absences, tardiness and undertime shall strictly follow the provisions stated in Section 21 of the Magna Carta for Public School Teachers, Sec. 34 of the Omnibus Code on Leave, Tardiness and Undertime, DepEd Service Manual and CSC MC No. 41, s. 1998. (Tardiness and Undertime are deducted from vacation leave credits/service credits and shall not be charged against sick leave credits, unless the undertime is for health reasons supported by medical certificate and application for leave.)

ARTICLE IX: PERSONNEL FILES

Section 1. There shall be one master personnel file for each Teacher for employment information. The Personnel File shall be considered confidential to the Teacher and shall be limited only to persons with authority to access, for tenure, promotion and awards. Access for any other purpose must have the written permission of the concerned Teacher.
Section 2. A Teacher shall have the right to submit materials to his or her Personnel File such as Certificates of trainings, recent Statement of Assets, Liabilities and Net worth (SALN) and Individual Performance Commitment Record Form (IPCRF). Nothing derogatory shall be placed on file without his/her consent. The Teacher shall have the right to access his or her Personnel File.

ARTICLE X: LEGAL PROTECTION

Section 1. LEGAL SERVICE. DepEd Region XI shall provide free legal assistance to rank-and-file Teachers and School Heads/Principals who are sued for acts arising from the performance of their official duties and responsibilities.

ARTICLE XI: CLASS SIZE, TEACHING LOADS AND CLASS SCHEDULE

Section 1. ON CLASS SIZE. To maintain the quality of education, the DepEd Region XI shall strive to maintain the recent standard class size in different grade levels in accordance with the existing DepEd policies.

Section 2. TEACHING LOAD. Actual teaching loads should not be more than 6 hours per DepEd Memorandum No. 291 s. 2008 and CSC Resolution No. 080096 dated January 28, 2008. Any excess of the said actual 6-hour teaching load shall be properly compensated equivalent to 25% of basic pay (RA 4670) notwithstanding that the excess teaching time falls within the remaining two (2) hours. A teacher has the option to refuse the rendition of overtime beyond 6-hour actual teaching time for health reasons, local emergency cases and declared calamity period. In the event that there is no availability of funds as certified by proper officials, service credits shall be granted and one hour overtime work shall be 1.25 hours for purposes of determining service credits.

Section 4. Teachers who are sickly may be given lighter loads, subject to the recommendation by a Government Physician and approval by the Schools Division Superintendents.

Section 5. CLASS SCHEDULE. School Heads shall consult the teachers in the planning/drafting of class schedule and assignment of teaching loads and/or other assignments.

Section 6. In schools where biometric system is used as a tool in monitoring attendance, teachers and school heads shall be allowed to log in and out anytime between the 15-minute to one hour lunch break.

Section 7. School Heads are strongly discouraged in assigning teachers to duties and responsibilities not related to teaching such as Canteen Seller, Security/roving Guard, Maintenance Man, Driver and other menial jobs.

ARTICLE XII: IMPROVEMENT OF COMPENSATION

Section 2. SUBSTITUTION. Services of teachers who are assigned as "class relievers" beyond the 6-hour teaching load shall be compensated with overtime pay or service credits.

Section 3. DepEd Region XI shall grant the maximum amount of Loyalty Pay for Teachers.

ARTICLE XIII: TEACHERS' FACILITIES
Section 1. Teachers handling oversized class shall be provided with lapel microphone which shall be charged to the MOOE. Computers and LCD for Teachers shall be subject to the availability of funds and/or the DepEd Computerization Program.

Section 2. Free Wi-Fi shall be installed in Faculty Rooms to aid Teachers in their research work and other requirements that necessitate online connection, chargeable to the School’s MOOE.

Section 3. The DepEd Region XI shall strive to provide faculty room with tables and chairs, including individual lockers for teachers.

Section 4. School Heads are encouraged to provide adequate purified drinking water with hot and cold dispenser for the exclusive use of teachers, chargeable to the MOOE.

Section 5. DepEd Region XI shall provide adequate lighting and ventilation of classrooms, child-minding room, library and guidance room and other facilities and basic classroom needs, subject to availability of resources. Child-minding room may be charged to GAD Funds.

ARTICLE XV: HARDSHIP AND HAZARD PAY

Section 2. DepEd Region XI shall ensure the implementation of the grant of additional allowances for Teachers handling multi-grade classes based on the 2016 Guidelines on Special Hardship Allowance.

ARTICLE XVI: LEAVE PRIVILEGES OF TEACHERS

Section 1. The DepEd Region XI shall strictly implement the Proportional Vacation Pay (PVP) for summer vacation and Christmas vacation of Teachers.

Section 5. REHABILITATION LEAVE. The DepEd Region XI shall ensure the full implementation of six (6) months of rehabilitation leave as stipulated in Sec. 55 of the Omnibus Implementing Rules on Rehabilitation Leave of CSC and DBM Joint Circular No.1, S. 2006.

Section 7. x x x x In the case of PRC, Teachers are granted one (1) day official time to transact business for renewal of license/ID card.

ARTICLE XVIII: OCCUPATIONAL HEALTH AND SAFETY

Section 1. SAFETY AND HEALTH REQUIREMENTS. The DepEd Region XI shall conform to and comply with applicable regulations requiring safe, healthy and sanitary working conditions as prescribed by law. The DepEd Region XI shall provide healthy and safe working condition for all Teachers and Pupils/Students.

Section 3. Teachers have the right to seek re-assignments for health and safety reasons. However, the grant of such would be on a case-to-case basis and in accordance with existing laws, subject to the approval by the Schools Division Superintendents.

Section 4. FIRST AID. Where there is no medical clinic, DepEd Region XI, through the schools, shall provide first aid kits, with provisions of basic over-the-counter medicines, in strategically located areas of the school. For this purpose, teams of teachers shall be formed and trained in first aid.
Section 5. Working Conditions of Senior Citizen Teachers and Persons with Disability. Room assignment of senior citizen teachers and persons with disability shall be at the ground floor. They may also be de-loaded of subjects upon recommendation of a Government Physician and approval by the Schools Division Superintendents.

**ARTICLE XIX: SERVICE CREDITS**

Section 1. Subject to DBM and CSC Guidelines, DepEd Region XI shall allow full monetization of service credits for all Teachers. Furthermore, subject to DepEd Order No. 53, s. 2003, DepEd Region XI shall set no limit as to the number of service credits each Teacher can earn within the year.

Section 2. Teachers who may be given additional tasks during summer and Christmas vacations, and other officially-calendared holidays, such as Brigada Eskwela, Enrolment, Academic Summer Camps, Athletic Meets and Remedial Classes shall be given Service Credits on a one-is-to-1.25 ratio, subject to existing guidelines.

Section 3. Teachers handling make up classes during Saturdays to compensate for the contact time lost due to suspension of classes during calamities, athletic meets and scouting jamboree/encampment shall be compensated with service credits, subject to existing guidelines.

**ARTICLE XX: GSIS CONCERNS**

Section 1. DepEd Region XI, through the designated Division/School Agency Authorized Officer (AAO), shall ensure the timely updating of Teachers’ records in the GSIS and to secure a copy of statement of account of all Teachers from the GSIS. DepEd Regional Office shall encourage all the Schools Division Offices to designate adequate number of AAOs to serve elementary personnel.

**ARTICLE XXI: CLEARANCES**

Section 1. DepEd Region XI shall look into the propriety of imposing clearances every end of the school year and to issue a policy limiting or doing away with the requirement for clearance during the end of the school year.

**ARTICLE XXII: NATIONAL TEACHERS’ MONTH & WORLD TEACHERS’ DAY**

Section 1. DepEd Region XI, through the Schools Division Superintendents, and the Union shall spearhead the planning, preparation and conduct of the National Teachers’ Month and Annual World Teachers’ Day Celebration in the Region.

Section 2. All Teachers and other involved personnel shall be provided with a free shirt, meals and transportation in the conduct of the World Teachers’ Day activity funded by the respective school MOOE, subject to availability of funds.

**ARTICLE XXIII: PROMOTING GENDER EQUALITY AMONG TEACHERS**
Section 1. GENDER AWARENESS AND RELATED PROGRAMS. The DepEd Region XI, through the Schools Division Offices, and the Union shall jointly plan and conduct seminars for all teaching personnel to promote their better understanding and strengthen awareness on gender issues in the following laws:

a. Magna Carta of Women;
b. Reproductive Health Law;
c. Anti-Violence Against Women and Their Children;
d. Solo Parent Act;
e. Gender and Development.

Further, there shall be Union Representation in GAD Committees in the level of Schools, District, Division and Region.

Section 2. PROTECTION OF TEACHERS AGAINST SEXUAL HARASSMENT. The DepEd Region XI 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 Region XI 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 XI shall set up child-minding facilities and breastfeeding rooms in schools where there are available spaces, subject to availability of funds.

(Comments of the CSC: This provision should be construed that the management shall allow child-minding facilities/nursing room services to employees' children and may provide a space from the existing structure of the agency that could be used by the employees' association for the said purpose. This stipulation cannot be used by the employees' association to compel the management to build a new structure for the child-minding facilities/nursing room. Minimal expenditure for the improvement of the existing structure to guarantee the safety of the children and nursing mothers is highly encouraged.

In the event that a private teacher will be hired, salary of said teacher shall be taken from the account of employees' association or employees, as the case may be.)

Section 4. MATERNITY AND GYNECOLOGICAL-RELATED LEAVES OF FEMALE TEACHERS. Substitute Teachers shall be hired to take their place and shall be paid accordingly.

Section 5. The DepEd Region XI, 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 Teachers.

Section 6. INTERNATIONAL WOMEN'S DAY. The DepEd Region XI 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 7. The DepEd Region XI 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 of Women upon prior submission of approved project and/or research proposal. The 5% budget for Gender and Development (GAD) shall be used to fund for approved programs.

ARTICLE XXIV: HOUSING

Section 1. HOUSING. DepEd Region XI, in coordination with ACT-Davao Region, shall communicate to the DepEd-Central Office for the implementation of the “Project Shelter.”

Section 2. DORMITORY. DepEd Region XI shall work with ACT-Davao Region for dormitory services/sleeping facilities for Teachers-Transients from provinces of Region XI, including those from outside of Region XI. Meanwhile, the DepEd Region XI shall discuss with the Schools Division Superintendents (SDSs) on the possibility of providing sleeping quarters (at least one room) in schools within the cities and capital towns of Region XI.

ARTICLE XXV: SPORTS

Section 1. SPORTS FACILITIES AND PROGRAM. The DepEd Region XI shall allow free use of DepEd Region XI-managed sports and athletic facilities. The DepEd Region XI, through the Schools Division Offices (SDOs), may provide funds subject to availability for the Sports Development Program and Annual Regional Sports Festival for Teachers organized by the Union and to utilize an annual amount not exceeding One Thousand Five Hundred Pesos (₱1,500.00) per employee-participant.

Section 2. SPORTS and WELLNESS FACILITIES AND EQUIPMENT. DepEd Region XI shall encourage Schools Division Offices and Public Secondary Schools considered as Implementing Units (IUs) to procure basic sports and wellness facilities such as treadmill/stationary bikes, among others, for the use of Teachers and Office Personnel.

ARTICLE XXVI: REGULARIZATION OF CONTRACTUAL AND VOLUNTEER TEACHERS

Section 1. Regularization and/or inclusion in the national plantilla of Teachers who were hired as Contractual, Volunteers and Job Orders by the Local School Boards (LSBs) must be implemented by the DepEd Region XI, subject to hiring requirements and guidelines.

ARTICLE XXVII: RETIREMENT BENEFITS

Section 1. The DepEd Region XI, 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 (₱10,000.00) cash gift and a plaque of appreciation to retiring Teachers, subject to availability of funds.
Section 3. DepEd Region XI, through the Schools Division Offices (SDOs) and/or big secondary schools, shall conduct pre-retirement counseling (financial, psychological and emotional) to retiring teachers. They can also be granted Official Time to work on their retirement papers upon prior arrangement with the School Head.

Section 4. The DepEd Region XI shall monetize accumulated service credits of Retirees, subject to the conversion to vacation and sick leave credits as terminal leave benefits.

Section 5. The DepEd Region XI 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 XXVIII: GRIEVANCE PROCEDURE

Section 1. “Grievance” shall mean any dispute or controversy between the UNION and the DepEd Region XI arising from the interpretation or implementation of this Agreement and enforcement of policies regarding personnel issued by the Department of Education or the Civil Service Commission.

Section 2. In the resolution and adjustment of grievances, the UNION and the DepEd Region XI shall be guided by the following principles:

a. The procedure outlined herein is directed towards the peaceful, just and inexpensive settlement and resolution of dispute. The parties agree to resolve issues as expeditiously and as close to the date of occurrence as possible, with the least inconvenience to the teachers and administrators concerned and the least disruption to the services they provide. The Parties shall endeavor to achieve sound and fair resolution of issues and not merely the winning of cases.

b. Within the duty to negotiate collectively are the resulting duties on the part of DepEd Region XI (i) to respect and promote the rights accorded to teachers by this Agreement and by applicable laws, (ii) not to terminate or make any modification to this Agreement in any manner within its lifetime, and (iii) to abide by the procedure laid down herein to ensure the fulfillment of said duties.

c. The procedure outlined herein is non-litigious. Subject to the requirements of basic notice and hearing, technicalities of law and procedure, as well as the rules in courts of law, shall not apply.

d. Resort to the grievance process shall be mandatory. No level of resolution, and in particular, the informal step at the school level, shall be skipped or deferred. Also, resolutions shall be strictly made within the periods as herein stated.

e. Every committee in all levels of grievance resolution, particularly components thereof representing the DepEd Region XI, shall construe rules, in cases of doubtful language, in favor of teachers.

f. In all steps of the process, the Parties shall ensure sole and exclusive representation by the Union, which shall act on behalf and for the interest of the teacher-complainant, whether member of the Union or not.

Section 3. Disputes or controversies arising from (a) the interpretation or implementation of this Agreement and/or (b) the interpretation or enforcement of personnel policies shall be resolved in the following manner:

a. The complaining party or Union member, with or without the assistance of the Officer of the Union, may bring his her concern in writing to the
School Head. The School Head shall form a Grievance Committee to resolve the grievance complaint.

b. In case of failure of the School Head to act on the matter complained of or failure to resolve the same within three (3) working days, the complaining party shall bring the grievance complaint to the District for the elementary Schools or in case of city divisions with no district offices, the grievance complaint shall be elevated directly to the Schools Division Offices and as well as for the Secondary Schools.

c. Within five (5) working days from receipt or information of the grievance complaint, the District/Division Grievance Committee/Mediation Unit shall set a conference or dialogue with the complaining party and other parties concerned to ventilate the issues.

d. Should the matter remain unresolved at the District/Division Level or if the complaining party is not satisfied with the action taken, the complaining party may bring the matter to the DepEd Region XI. A conference will be set by the Regional Mediation Unit within ten (10) working days from receipt to resolve the matter.

e. In all cases, the parties shall endeavour and exert effort to resolve the concern or grievance complaint amicably.

f. The provisions of this agreement shall be the primary reference for resolution.

g. A settlement can be reached provided that it is consistent with this Agreement.

ARTICLE XXX: 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 XI and the Union, a Union-Management Consultative Body shall be created in the Regional and Division Level, to be composed of five (5) representatives from each party in every level.

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

a. Convene regularly 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 and resolve any controversy arising from the interpretation and enforcement of this Agreement;

c. Prioritize the implementation of the provisions of this Agreement upon approval by the parties;
d. Discuss and resolve any policy change on matters pertaining to/affecting the terms and conditions of employment; and

e. Recommend appropriate courses of actions to the higher authority.

Section 3. The DepEd Region XI shall provide the Union all official communications, memoranda pertaining to teachers' concerns and in relation to agreements in this CNA.

ARTICLE XXXI: EFFECTIVITY

Section 3. PRINTING AND DISTRIBUTION OF AGREEMENT. This Agreement shall be printed and widely circulated to all schools among the teachers and administrators of DepEd Region XI. The DepEd Region XI shall be responsible for the cost of printing of this Agreement and the Union shall be in charge of distribution and dissemination of copies. The printing and distribution should be done not later than two weeks after the signing thereof.

Section 4. PUBLICATION. The DepEd Region XI shall upload scanned copies of the signed Agreement in its official website.

ARTICLE XXXII: CNA INCENTIVE

Section 1. The CNA Incentive shall be granted in the amount not exceeding Twenty Five Thousand Pesos (₱25,000.00) subject to availability of funds and generated savings. The benefit shall be given to the academic rank-and-file personnel including School Heads who are employed as of the date of effectivity of the CNA and shall be determined every end of fiscal year and shall be given in the succeeding year subject to existing DBM guidelines.

(Comments of the CSC: Noteworthy to stress that the grant of CNA incentive must be in conformity with DBM Budget Circular No. 2016-7 dated December 1, 2016 and consistent with the DBM policy on the one-year-validity of appropriations and allotments provided under Section 60 of the General Provisions of the FY 2017 GAA, and National Budget Circular No. 561 dated January 14, 2016.)

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

a. DepEd Region XI, through the Schools Division Offices (SDOs), 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 XI’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;

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 trip 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 concerned authorities;

i. Encourage teachers to utilize the remaining 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.”

4. Along this vein, this Regional Office directs the implementation of the above-quoted agreements contained in the Collective Negotiation Agreement.

5. Immediate dissemination of this Memorandum is desired.

ATTY. ALBERTO T. ESCOBARTE, CESO III
Director IV

Reference: CNA between DepEd Region XI and ACT-Davao Region signed on August 5, 2016

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

AGREEMENTS UNION