

**COLLECTIVE NEGOTIATION AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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

The **DEPARTMENT OF EDUCATION-NATIONAL CAPITAL REGION**, a Regional Office of the Department of Education, with office address at Misamis St., Bago Bantay, Quezon City, represented in this Agreement by its Regional Director, **JOCELYN DR ANDAYA**, herein referred to as "DepEd-NCR"

-and-

The **ALLIANCE OF CONCERNED TEACHERS-NATIONAL CAPITAL REGION UNION**, a duly organized and existing Public School Teachers' Union, recognized by the Civil Service Commission under Certificate of Accreditation No. 864, with office address at 2/F Teacher Center Building, Mines St. cor. Dipolog St., Vasra, Quezon City, duly represented in this Agreement by its President, **RUBY ANA BERNARDO**, herein referred to as the "ACT-NCR Union;

**WITNESSETH:**

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

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

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

**WHEREAS**, ACT-NCR Union is duly accredited as the sole and exclusive negotiating agent of all the academic rank and file employees of the Department of Education-National Capital Region, and as such it shall represent and bind them in any negotiation not fixed by law;

**WHEREAS**, DepEd-NCR and ACT-NCR Union have agreed to promote harmonious relationship between the parties which will uphold and respect mutual recognition of rights with the end in view of contributing not only to the welfare of the academic rank and file employees but also of the school children under their supervision and instruction;

**WHEREAS**, DepEd-NCR and ACT-NCR Union have forged two Collective Negotiation Agreements in the past: May 6, 2013 and February 11, 2019;

**WHEREAS**, prior to the expiration of the February 2019 Collective Negotiation Agreement, the renegotiation started and series of negotiations were made;

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

**ARTICLE I  
DECLARATION OF PRINCIPLES**

**SECTION 1. TEACHERS' BASIC RIGHTS.** The DepEd-NCR and the ACT-NCR Union recognize the basic rights of public-school teachers to a just and living salary, humane working conditions, security of tenure and career development which enhance academic freedom.

**SECTION 2. ADHERENCE TO NATIONAL POLICIES, TREATIES, AND INTERNATIONAL AGREEMENTS.** The DepEd-NCR and the ACT-NCR Union shall observe national policies as well as treaties and international agreements that the Republic of the Philippines had ratified and may ratify in the future, regarding the right to self- organization, collective negotiation, and the right to concerted activities.

**SECTION 3. TEACHER REPRESENTATIONS IN VARIOUS COMMITTEES AND BODIES.** The DepEd-NCR and the ACT-NCR Union shall uphold the democratic rights of the public-school teachers in the active participation through consultation in formulating programs affecting them, including representations in appropriate committees and bodies by virtue of existing and future DepEd issuances and those that may be issued by DepEd as a result of this Agreement.

**SECTION 4. CONTACT TIME.** The DepEd-NCR and the ACT-NCR Union shall meet at reasonable times to confer with respect to the implementation of salary, hours, loading, promotion, class size and other terms and conditions of employment or the negotiation of an agreement or any question arising from the agreement.

**SECTION 5. ACADEMIC FREEDOM.** The DepEd-NCR shall respect and guarantee teachers' right to enjoy academic freedom in the discharge of their professional duties, particularly, with regard to, teaching and classroom methods as stipulated in the Magna Carta for Public School Teachers.  
Provided that, academic freedom shall refer to the methods of teaching; "what to teach" shall be in accordance with the basic education curriculum and issuances of the Department of Education

**SECTION 6. ACT NCR UNION AS AN INDEPENDENT ENTITY.** The DepEd-NCR shall not interfere with the establishment, operations, and administration of the ACT-NCR Union.

**SECTION 7. NON-DISCRIMINATION OF UNION MEMBERS.** There shall be no discrimination against any member of the rank- and-file teaching personnel in relation to matters covered by this agreement on the bases of sex, creed, civil status, gender orientation, political or religious beliefs.

**SECTION 8. GENDER EQUALITY.** The DepEd-NCR and the ACT-NCR Union believe in the equality among gender, men and women and the eradication of all forms of discrimination.

**SECTION 9. UNION CONSULTATIONS.** The UNION shall be consulted in the formulation of plans, and programs affecting the rights, career development, welfare, and benefits of rank-and-file teaching personnel.

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**ARTICLE II  
COVERAGE**

**SECTION 1. MEMBERS OF COLLECTIVE NEGOTIATING AGREEMENT.**

The appropriate negotiating unit covered by this Collective Negotiating Unit shall consist of all the academic rank-and-file employees in the DepEd-NCR.

**SECTION 2. EXCLUSIONS FROM THE NEGOTIATING UNIT.** The DepEd-NCR covers all the divisions and schools therein therefore the parties agree that the following shall be excluded from the negotiating unit:

- a. Regional Director
- b. Assistant Regional Director
- c. Superintendents
- d. Assistant Superintendents
- e. Supervisors
- f. Legal Officers
- g. Non-teaching Personnel
- h. School Heads

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

**SECTION 1. EXCLUSIVITY.** The DepEd-NCR recognizes the ACT-NCR Union as the sole and exclusive negotiating agent of all the regular academic rank and file teaching personnel in the region in any negotiation with management of terms and conditions of employment not fixed by law.

**SECTION 2. UNION MEETINGS.** The DepEd-NCR shall allow the ACT-NCR Union to hold meetings such as:

- a. General Assembly: one day, once every three years on official time
- b. Regional Council Meeting: once a month, on 2nd Friday; in the afternoon DepEd-NCR, through the Schools Division Office or School concerned, shall endeavor to assign the ACT-NCR Regional Council Members in morning-sessions.
- c. Division Chapter Representatives' Assembly (annual): one day, on official time
- d. School Chapter Presidents' meeting at the division level: once a month; in the afternoon
- e. School Chapter meeting; once every two months

**SECTION 3. UNION TIME-OFF.** The Annual Union Time-Off for a maximum of 20 days per year to be allocated by the Union to their officers shall be granted by DepEd-NCR to ACT-NCR Union officials for their representation duties, including meetings enumerated in the immediately preceding section.

**SECTION 4. UNION OFFICE AND FACILITIES.** DepEd-NCR may provide the ACT-NCR Union with an office space and other support services necessary to its usual office operations, subject to availability, at the Region, schools division offices and schools. However, office materials and other supplies shall be at the expense of the Union.

**SECTION 5. CONFERENCE HALL AND OTHER FACILITIES.** DepEd-NCR may allow ACT-NCR Union free use of Conference Rooms and other

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facilities, when available. The Union shall make the request in writing at least ten (10) working days before the date of the activity.

**5.1.** If in case there are intervening activities of DepEd-NCR when the previously approved use of requested facility/ies is needed, DepEd-NCR shall be prioritized.

**5.2.** In such case, DepEd-NCR may look for alternative venue from among SDOs to accommodate ACT-NCR Union activities.

**5.3.** In such case, DepEd-NCR shall refer the Union to the SDOs for alternative venue of the Union activities.

**SECTION 6. TRANSPORTATION.** Schools Division Superintendents may provide the ACT-NCR Union with office vehicle, when attending official meetings called upon by any government agencies or any duly accredited organizations, on matters concerning the welfare of the teachers, subject to availability of the vehicle, COA rules and office guidelines, and upon written request.

**SECTION 7. BULLETIN BOARD.** The ACT NCR Union shall be provided a space in the existing Bulletin Boards or space for the installation of their own bulletin board subject to approval of the school head. The ACT NCR Union shall be responsible for its content.

**SECTION 8. LISTS OF NEW TEACHERS.** DepEd-NCR, through the Schools Division Offices, shall provide ACT-NCR Union with the names of newly-appointed teachers within the negotiating unit upon written request indicating therein the purpose for such request, subject to Data Privacy Act.

**SECTION 9. LIST OF SEPARATED TEACHERS.** DepEd-NCR, through the Schools Division Offices, shall provide ACT-NCR Union the names of transferred, retired, and resigned personnel upon written request indicating therein the purpose for such request subject to Data Privacy Act.

**SECTION 10. COMMITTEE REPRESENTATION.** The UNION shall be represented in existing committees and other committees that may be formed hereafter, involving teachers' welfare and terms of employment such as the following as provided for in relevant CSC issuances or DepEd Orders and other laws, in Schools Division Offices where the Union is actively organized:

1. Grievance Committee,
2. HRMPSB
3. PRAISE Committee
4. Formal Investigation Committee

**SECTION 11. NON-DISCRIMINATION OF UNION MEMBERS.** DepEd-NCR shall not discriminate against any employee by reason of membership in the UNION, or against any officer or duly authorized representative of the UNION for acts performed pursuant to this Agreement.

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

**SECTION 1. TRAININGS AND SEMINARS.** DepEd-NCR shall allow the ACT-NCR Union to conduct annual leadership training/ seminar for all its members for the purpose of enlightening them on their rights, privileges, obligations and responsibilities under the law and this Agreement; such trainings and seminar may be conducted during Saturdays/Sundays, and

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holidays. Participants should not exceed five (5) per school and they shall be allowed official travel time on a Friday.

**SECTION 2. ORIENTATION FOR NEW MEMBERS.** The ACT-NCR Union shall be provided with time during the year to orient new teachers concerning the Union Constitution and By-laws, programs, activities, benefits, and obligations under this Agreement, provided, there shall be no disruption of classes, subject to prior request.

**SECTION 3. INCLUSION IN THE IN-SERVICE TRAINING (INSET).** The ACT NCR shall be included in the official program of activities during the In-Service training for Teachers (INSET) to discuss topics relative to the general welfare and rights of teachers.

**SECTION 4. PARTICIPATION IN NATIONAL AND INTERNATIONAL SEMINARS.** The members of the ACT-NCR Union Regional Council Board shall be allowed to attend national and international programs, seminars, general assemblies, conferences, conventions, symposia, fora, hearings and other capability-building programs and activities on unionism conducted by government agencies, non-government organizations and international union organization using their union time off, subject to the usual protocol in securing travel authority.

**SECTION 5. PLANNING FOR WORLD TEACHERS DAY CELEBRATION.** The DepEd-NCR, through the Schools Division Offices, and ACT-NCR may spearhead the planning and preparation for the conduct of World Teachers' Day Celebration at the Divisions and schools.

**SECTION 6. OBSERVANCE OF INTERNATIONAL WOMEN'S DAY CELEBRATION.** The DepEd-NCR, through the Schools Division Offices, may allow ACT-NCR Union to conduct International Women's Day Celebration and all negotiating unit members to attend, whenever applicable; subject to the non-disruption of classes and time-on-task.

**SECTION 7. FREE, RELEVANT CONTINUING PROFESSIONAL DEVELOPMENT SEMINARS FOR TEACHERS.** The DepEd-NCR, through the Schools Division Offices, shall provide free and relevant continuing professional development seminars to all teachers. The DepEd-NCR shall take measures to make these seminars, trainings, LAC sessions and INSETS in the region, division and school PRC CPD accredited.

**ARTICLE V  
UNION MEMBERS AND DUES**

**SECTION 1. MEMBERSHIP IN THE UNION.** All nationally-paid regular permanent rank-and-file teachers of the DepEd-NCR are eligible, on voluntary basis, to become members of the ACT-NCR Union.

**SECTION 2. CHECK-OFF.** Upon receipt of a written authorization from the teacher-members of the ACT-NCR Union, DepEd-NCR or concerned School Division Offices shall deduct, through automatic payroll deduction system, the corresponding union dues, assessments and other deductions from the salaries of the ACT- NCR Union member(s) based on the terms of payment as approved by the ACT-NCR Union General Assembly. All deductions shall be remitted to the ACT-NCR Union not later than thirty (30) days after the deductions are made; subject to the limitation on Net Take Home Pay.

**2.1.** The ACT NCR Union shall furnish the Regional Office a copy of its Annual Financial Report.

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**SECTION 3. AGENCY FEE.** In accordance with Public Sector Labor Management Council Resolution No.1, s. 1993, the DepEd-NCR shall deduct from the salaries of all teachers who are non-members of the ACT-NCR Union, but who are part of the negotiating unit and enjoy the benefits under this Collective Negotiating Agreement, a reasonable amount equivalent to, but not more than the duly prescribed annual membership dues. All deductions shall be remitted to the ACT-NCR Union not later than thirty (30) days after the deductions are made.

**ARTICLE VI  
PROMOTION**

**SECTION 1. REGULAR AND TIMELY PROMOTION.** DepEd-NCR, through the Schools Division Offices, shall act promptly on the regular and timely promotion or reclassification of position of qualified rank-and-file teachers based on the standards and guidelines set by the Department of Education, and policies, rules and regulations of the Department of Budget and Management and the Civil Service Commission.

**1.1 LIST OF PROMOTED TEACHERS.** DepEd-NCR, through the Schools Division Offices, shall provide ACT-NCR Union the names of promoted personnel upon written request indicating therein the purpose for such request.

**SECTION 2. INFORMATION DISSEMINATION.** DepEd-NCR, through the Schools Division Offices, and ACT-NCR Union shall ensure information dissemination of guidelines on promotion at all levels.

**ARTICLE VII  
DISCIPLINE, SALARY DEDUCTIONS AND TERMINATION OF  
EMPLOYMENT**

**SECTION 1. ADMINISTRATIVE CASE.** No publicity shall be given to any disciplinary action being taken against a teacher during the pendency of her/his case pursuant to the Magna Carta for Public School Teachers.

**SECTION 2. SEVERANCE OF EMPLOYMENT.** Except for voluntary resignation, or retirement, a public-school teacher's employment shall be terminated only for just cause and after observance of due process as provided by the Rules of Procedure of the Department of Education in Administrative Cases.

**SECTION 3. DEDUCTIONS.** DepEd-NCR and/or any School Officials shall refrain from making unauthorized deductions from teacher's salary and other benefits except as provided for by Section 21 of the Magna Carta for Public School Teachers.

**SECTION 4. JOB SECURITY.** DepEd-NCR, through Schools Division Offices, shall undertake all efforts to observe that regularization of all teachers who were hired as provisional employees is implemented in accordance with DepEd Hiring Guidelines.

**ARTICLE VIII  
PERSONNEL FILES**

**SECTION 1.** The Personnel File in the Schools Division/School shall be kept confidential to anyone except for the personnel concerned and shall

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be limited only to persons with authority to access subject to the Data Privacy Act.

**ARTICLE IX  
IMPROVEMENT OF COMPENSATION**

**SECTION 1. TEACHING OVERLOAD.** The parties shall jointly monitor to ensure that relieving teachers and teaching overload are properly compensated in strict compliance with Department Memorandum No. 291, s. 2008 and DepEd Order No. 16, s. 2009.

**1.2.** Teachers who rendered more than six (6) hours of actual classroom teaching shall be entitled to teaching overload pay or service credit and shall be paid accordingly in accordance with pertinent DepEd issuances.

**SECTION 2. LOYALTY PAY** DepEd-NCR, through the Schools Division Offices, shall ensure the grant of the maximum amount for the Loyalty Pay for teachers immediately upon availability of fund, consistent to existing guidelines on the payment of such.

**ARTICLE X  
CLASS PROGRAM**

**SECTION 1. CLASS PROGRAM.** DepEd-NCR and the Schools Division Offices shall ensure that consultation is being observed at the school level on the equitable distribution of teachers' loads taking into consideration their welfare, in the crafting of class program.

**SECTION 2. OTHER PROVISIONS.** DepEd-NCR, through Schools Division Offices, shall ensure that all schools provide faculty room with individual table, lockers, and free internet access in the school for teachers as resources may guarantee.

**ARTICLE XI  
OCCUPATIONAL HEALTH AND SAFETY**

**SECTION 1. SAFETY AND HEALTH REQUIREMENTS.** DepEd-NCR, through Schools Division Offices, shall endeavor to conform to and comply with applicable regulations requiring safety, health and sanitary working conditions prescribed by law for all teachers as well as pupils/students.

**SECTION 2. RIGHT TO CONDUCTIVE ENVIRONMENT.** Parties shall ensure the health and well-being of teachers and learners. As such, they shall be provided a safe and conducive working and learning environment.

**SECTION 3. BASIC NECESSITIES.** DepEd-NCR, through Schools Division Offices/Schools, shall provide adequate purified drinking water supply with hot/cold dispenser every school year and clean comfort rooms to all campuses for the exclusive use of faculty members; subject to availability of funds.

**SECTION 4. FIRST AID.** DepEd-NCR, through Schools Division Offices/Schools, shall provide first aid kits in strategically located areas of workplaces/offices where no medical clinic is located in the premises. For this purpose, teams of teachers shall be formed and be trained in first aid.

**SECTION 5. WORKING CONDITIONS OF SENIOR CITIZEN TEACHERS.** DepEd-NCR, in coordination with the Schools Division Offices, shall

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formulate policies to ensure that the teacher's personal circumstances, such as physical and health condition and age, are considered in giving of assignments to effectively deliver quality services without violating pertinent rules and regulations of DepEd and other relevant government agencies.

**SECTION 6.** School Heads shall provide adequate lighting and ventilation of classrooms, library, guidance room and other facilities and basic classroom needs as resources guarantee.

**ARTICLE XII  
HEALTH BENEFITS**

**SECTION 1. FREE ANNUAL PHYSICAL, MEDICAL AND DENTAL EXAMINATION AND TREATMENT.** DepEd-NCR, through Schools Division Offices, shall explore measures to ensure the implementation of free annual physical and medical examination and dental treatment as stipulated in Sec. 22 of the Magna Carta of Public School Teachers (R.A. 4670).

**SECTION 2. ADEQUATE MENTAL HEALTH PROGRAM.** DepEd-NCR, through Schools Division Offices, shall ensure mental health promotion in all schools.

**SECTION 3. SPECIAL HARDHIP ALLOWANCE (SHA).** DepEd\_NCR through the Schools Division Offices shall ensure implementation of the guidelines on the grant of SHA issued by the Department of Education, whenever applicable to NCR.

**SECTION 4. REHABILITATION PRIVILEGE.** DepEd NCR, through the Schools Division Offices, shall ensure the grant of rehabilitation privilege on account of wounds and/or injuries sustained while in the performance of official duties, pursuant to CSC and DBM Joint Circular No. 01, s. 2006.

**ARTICLE XIII  
PROMOTING GENDER EQUALITY AMONG TEACHERS**

**SECTION 1. GENDER AWARENESS AND RELATED PROGRAMS.** DepEd-NCR supports the Unions' efforts to undertake GAD activities to promote better understanding and awareness of gender issues among teachers.

**SECTION 2. PROTECTION OF TEACHERS AGAINST SEXUAL HARASSMENT.** The DepEd-NCR and ACT-NCR Union shall work together for the protection of teachers against any form of sexual harassment.

**SECTION 3. NURSING ROOM.** DepEd-NCR, through the Schools Division Offices, agrees to set up nursing room in every school, subject to availability of space and funds.

**ARTICLE XIV  
LEAVE PRIVILEGES OF TEACHERS**

**SECTION 1. ADHERENCE TO PROPORTIONAL VACATION PAY (PVP) FOR TEACHERS.** DEPED NCR and ACT-NCR Union support the strict implementation of qualified teachers' entitlement of the Proportional Vacation Pay (PVP) during summer vacation and Christmas vacation for teachers as authorized by law and existing DepEd policies and CSC Memorandum Circulars.

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**SECTION 2. OTHER LEAVE PRIVILEGES FOR TEACHERS.** The ACT-NCR Union and the DepEd-NCR shall endeavor to ensure that the academic rank-and-file teaching personnel of DepEd-NCR enjoy all leave privileges subject to conditions provided under pertinent laws, such as but not limited to:

1. Study Leave
2. Indefinite Sick Leave under RA 4670
3. Maternity Leave
4. Paternity Leave
5. Solo Parent Leave
6. Leave under the VAWC Law
7. Rehabilitation Leave
8. Maternity and Paternity Leave for adoptive parents
9. Special Leave Benefits for women under RA 9710.

**ARTICLE XV  
SPORTS/CULTURAL ACTIVITY**

**SECTION 1. SPORTS PROGRAM.** DepEd-NCR shall allow program and annual regional Sports Festival organized by ACT-NCR Union for academic rank and file teaching personnel which shall be scheduled during weekends or holidays and end-of-school-year break.

**SECTION 2. SPORTS FACILITIES AND EQUIPMENT.** DepEd NCR through the school heads shall allow the use of sports facilities subject to its availability for the conduct of activities mentioned in section 1.

**ARTICLE XVI  
RETIREMENT PROGRAM**

**SECTION 1. TRIBUTE FOR RETIRING TEACHERS.** DepEd-NCR, through Schools Division Offices and/or Schools, shall pay tribute and recognize retiring teachers in recognition of their long and faithful services to the youth and the department in whatever manner within the capability and creativity of the school. It may be conducted in school, district, or division levels.

**SECTION 2.** A token of appreciation shall be provided by the Schools Division Office/Schools to the retiring teachers in the Region.

**ARTICLE XVII  
GENERAL STATEMENT OF COMMON INTEREST**

**SECTION 1.** DepEd-NCR and ACT-NCR Union are in full accord with the strong sense of promoting and improving the general, social, physical, mental, economic and academic status of public-school teachers, thereby ensuring a progressive and sustainable educational environment essential to the moral physical, emotional well-being of the school children and the consequential development of the growth of the nation. Towards this end, both parties shall exert all reasonable and permissible efforts, within the ambit of existing laws and policies rules and regulations of the Department of Education, Civil Service Commission, DBM, COA and other government agencies, including those that may herein after be promulgated, to strictly observe and implement the following:

- A. In instances where teachers may not be able to attend any DepEd



e. In cases of doubt or different interpretation of the grievance resolution, the same must be resolved fairly by both parties.

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. GRIEVANCE PROCEDURE.** In case of conflict arising from the interpretation or implementation of this Agreement, the following procedures shall be observed:

a. The complaining party or union member with or without the assistance of the officer of the union, may bring her concerns verbally or in writing, to the school head, for dialogue or any appropriate action;

b. In case of failure of the school head to act on the matter complained of or a failure to resolve the same within three (3) days, the complaining party shall bring the complaints to the Schools Division Superintendent for resolution. The division grievance committee or division mediation unit may be designated to handle the matter.

c. Within fifteen (15) days from receipt or information of the complaint. the school head or School Division Superintendent, or Mediation Unit shall set a conference or dialogue with complaining party and other parties concerned to ventilate the issues.

d. Should the matter remained unresolved at the school level or division level or the complaining party is not satisfied with the action taken, the complaining party may bring the matter to DepEd-NCR. A conference will be set by the Regional Mediation Unit within fifteen (15) days from receipt.

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

f. All pertinent DepEd Policies, Rules and regulations and other existing laws vis-à-vis the provisions of this Agreement shall be the primary reference for resolution.

**ARTICLE XIX  
IMPLEMENTING AND MONITORING SCHEME**

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

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

a. Convene regularly once every quarter or as the need arises at such place and time that may be proposed and agreed upon by the parties;

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- 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 changes on matters pertaining to/affecting the terms and conditions of employment; and
- e. Recommend appropriate courses of actions to higher authority.

**ARTICLE XX  
EFFECTIVITY**

**SECTION 1.** This agreement shall become effective immediately after its signing and ratification by a majority of the regular, permanent, rank and file teachers in the Collective Negotiating Unit and upon confirmation by DepEd-NCR Regional Director. This agreement shall remain in force and in effect for a period of three (3) years.

**SECTION 2. RENEGOTIATION.** Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this Agreement for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of third party's right during the freedom period, the provisions of this Agreement, including modifications or amendments thereof, shall remain in force and in effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

**2.1. CHALLENGE.** In case another registered teachers' union/s challenge/s the accreditation of ACT-NCR Union for being the sole and exclusive negotiating agent of all the academic rank-and-file teaching personnel in the Region, no further activities pertaining to CNA shall be conducted between DepEd-NCR and ACT-NCR Union until such issue has been resolved with finality by proper government agency.

**SECTION 3.** The DepEd-NCR and the ACT-NCR Union agree to review the provisions on economic benefits and other privileges after one-and- a half (1 1/2) years.

**SECTION 4. PRINTING AND DISTRIBUTION OF AGREEMENT.** This Agreement shall be printed and widely circulated in the Region. DepEd-NCR shall provide each schools division office and each member of both negotiating panel one printed copy of this Agreement not later than one week after the signing thereof.

**SECTION 5. PUBLICATION.** For wider circulation, DepEd-NCR shall upload the scanned copies of the signed agreement on its official website not later than two weeks after signing of the same and shall remain thereat in the duration of its effectivity.

**ARTICLE XXI  
CNA INCENTIVE**

**SECTION 1.** CNA incentive shall be granted in the amount as allowed by law. The benefit shall be given to the rank-and-file teachers who are employed as of the date of effectivity of the CNA and it shall be determined every end of fiscal year and shall be given in the succeeding year, subject to existing DBM guidelines.

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1.1 As a source of CNA incentive, DepEd-NCR, through the Schools Division Offices and Schools, and ACT-NCR adopts the following cost-cutting measures, to wit:

1. 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;
2. Reduce water consumption by, among others, monitoring and immediately reporting defective faucets and water closets, and leaking pipe and discouraging wasteful water use practices;
3. Observe proper use and care of office equipment and facilities;
4. Promote communications transmission; paperless through the transactions and Use of electronic;
5. Reduce the number of travel entourage;
6. Encourage alternative delivery mode of instruction during weekdays to compensate for loss of school days to avoid Saturday classes.

**ARTICLE XXII  
MISCELLANEOUS PROVISIONS**

**SECTION 1. AMENDMENTS.** For purposes of considering specific proposals, amendments, or negotiations for new terms and conditions, the proponent- party shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments.

**IN WITNESS WHEREOF,** the parties, by their authorized representatives, have hereunto signed this Agreement this 21<sup>st</sup> of February 2024, in Quezon City, Metro Manila.

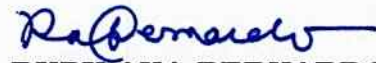
**For DepEd-NCR**

**JOCELYN DR ANDAYA**  
Director IV



**For ACT-NCR Union**

**RUBY ANA BERNARDO**  
President



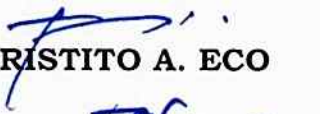
**WITNESSES:**

**DepED-NCR PANEL**

**CRISTITO A. ECO**

**JENILYN ROSE B. CORPUZ**

**RITA E. RIDDLE**



**ACT-NCR UNION**

**VLADIMIR A. QUETUA**

**LOUIE L. ZABALA**

**ERLINDA A. ALFONSO**



Handwritten notes on the right margin: "9.", "X", "reubin", "JAS" (written vertically)

*[Signature]*  
SHERYLL T. GAYOLA

*[Signature]*  
NERISSA L. LOSARIA

*[Signature]*  
CARLEEN S. SEDILLA

*[Signature]*  
JOYLYN H. DULNUAN

*[Signature]*  
WELHELMINA O. VIBAR

*[Signature]*  
JENNIFER C. ADRANEDA

*[Signature]*  
MIRIAM M. VILLA IGNACIO

*[Signature]*  
ANNARIZA C. ALZATE

**A C K N O W L E D G M E N T**

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY, METRO MANILA)sc.

**BEFORE ME**, a Notary Public, for and in Quezon City, Metro Manila, this 23 FEB 2024 day of February 2024, personally appeared:

<u>Name</u>	<u>Valid Government I.D.</u>	<u>Date&amp;Place of Issue</u>
1. <b>JOCELYN DR ANDAYA</b>	Tin: 131815569	
2. <b>RUBY ANA BERNARDO</b>		

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. 448  
PAGE NO. 90  
BOOK NO. 5-D  
SERIES: 2024

**ATTY. ALEJO YARCOS MEDICO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
PTR NO. 5572406D 1-3-24 QC  
IBP NO. 391161 1-3-24 QC  
ROLL NO. 38195  
MCLE VII-0031066 4-14-2025  
ADD: ALLEY 13 RD. 3, PROJECT 6, QC  
TIN ID NO. 141-415-007