

COLLECTIVE NEGOTIATION AGREEMENT

The Collective Negotiation Agreement entered into by and between:

The UNIVERSITY OF THE PHILIPPINES, the National University duly organized and existing under Philippine laws and by virtue of Act 1870, as amended by Republic Act No. 9500, with principal office address at Quezon Hall, UP Diliman, Quezon City, represented by its President, DR. EMERLINDA R. ROMAN, hereinafter referred to as the "UNIVERSITY";

-and-

The ALL U.P. WORKERS' UNION, a legitimate public sector labor organization, with DOLE-CSC Registration Certificate No. 048, dated 08 April 1988, with office address in UP Diliman, Quezon City, represented by its President, ARNULFO ANOOS, hereinafter referred to as the "UNION";

WITNESSETH THAT:

WHEREAS, the 1987 Philippine Constitution recognizes the right of government workers to form unions and to engage in collective negotiations, as embodied in the following provisions:

Article III. Sec. 8. The right of the people, including those employed in the public and private sectors, to form unions, associations, or societies for purposes not contrary to law shall not be abridged;

Article IX-B, Sec.2 (5). The right to self-organization shall not be denied to government employees; and

Article 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. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

WHEREAS, Executive Order No. 180 issued on June 1, 1987, and Civil Service Commission (CSC) Memorandum Circular (MC) No. 55, series of 1990, provide that the terms and conditions of employment in the public sector, or improvements thereof, except those that are fixed by law, may be the subject of negotiations between accredited unions and appropriate government authorities:

WHEREAS, the UNIVERSITY recognizes the right of employees to self-organization and to collective negotiations on terms and conditions of employment not fixed by law;

WHEREAS, the UNION has been proclaimed by the Bureau of Labor Relations, Department of Labor and Employment, in its order dated February 14, 2008 in BLR-O-CE-15-3-29-07, as the winner in the October 24, 2007 certification election among the rank-and-file non-academic employees of the University of the Philippines and henceforth CERTIFIED as the sole and exclusive negotiating representative of the rank-and-file non-academic personnel of the University of the Philippines;

WHEREAS, the UNIVERSITY and the UNION seek to promote a working environment that is conducive to a harmonious relationship between them, enhances employees' welfare and productivity, and contributes to effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the UNIVERSITY and the UNION agree and bind themselves to the provisions of this Collective Negotiation Agreement.

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The UNIVERSITY and the UNION recognize the basic rights of all workers to a living wage, security of tenure, career development, and humane working conditions. The UNION agrees to negotiate with the UNIVERSITY, as the national university, and through this negotiation seeks to democratize governance of the institution.

Section 2. The NATIONAL UNIVERSITY and the UNION shall observe national policies, as well as policies of international organizations that the Philippines has ratified, regarding the right of workers to self-organization, collective bargaining and negotiations, and concerted activities, including the right to strike in accordance with law.

Section 3. The UNION recognizes the authority and prerogative of the UNIVERSITY to implement laws and policies governing the terms and conditions of employment in the UNIVERSITY, including its efforts to professionalize the civil service.

Section 4. The UNIVERSITY shall not interfere with the establishment, operations, and administration of the UNION.

Section 5. The UNIVERSITY and the UNION believe in the equality among all gender preferences and the eradication of all forms of discrimination, and thus, recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive UNIVERSITY.

Section 6. The UNION shall be involved/ consulted in the formulation of policies, plans and programs affecting the rights, career development, welfare, and benefits of employees.

"Involvement/ Consultation," when used in this agreement, shall mean engaging the authorized representatives of the union in earnest dialogue and addressing their concerns in good faith. This could be done through existing committees, such as the Administrative Personnel Boards (APB) or, at the discretion of the UNIVERSITY, through specialized ad hoc bodies.

The UNIVERSITY recognizes the process of consultation as part of the democratic process of knowing the sentiments of its constituents before arriving at a decision.

Section 7. The UNION and the UNIVERSITY shall strive to improve the compensation package of UP employees.

ARTICLE II COVERAGE

Section 1. The parties agree that this Collective Negotiation Agreement covers all non-academic rank-and-file personnel, whether permanent, temporary, casual, or contractual, employed by the UNIVERSITY, except those specifically excluded by PSLMC Resolution No. 2 series of 1993, or those functions are normally considered as policy determining, managerial, or confidential in nature.

Section 2. It is understood that the UNIVERSITY refers to the University of the Philippines at Diliman, Quezon City, including all the constituent universities, offices and units existing or as may be established in the future.

Section 3. The parties agree that the following shall be excluded from the negotiating unit, defined in Section 1, Article II:

- a. President
- b. Vice-Presidents
- c. Assistant Vice-Presidents
- d. University Secretary and Assistant Secretary
- e. Chancellors
- f. Vice-Chancellors
- g. Deans
- h. Directors of Units
- i. Division Heads/Department Chairs
- j. Division Heads of Administrative Offices
- k. Legal Officers
- l. Executive Assistants
- m. Faculty

- n. Research, Extension, and Professional Staff
- o. All other high-level non-academic personnel

High-level employees are those whose functions are normally considered policy determining, managerial, or those whose duties are highly confidential in nature. A managerial function refers to the exercise of powers, such as:

- i. To effectively recommend such managerial functions;
- ii. To formulate or execute management policies and decisions; or
- iii. To hire, transfer, suspend, lay off, recall, dismiss, assign, or discipline employees.

(Rules and Regulations to Govern the Exercise of the Right of Government Employees to Self-Organization, pursuant to the provisions of Sec. 15 of Executive Order No. 180, June 01, 1987.)

ARTICLE III UNION RECOGNITION, REPRESENTATION, RIGHTS AND PRIVILEGES

Section 1. The UNIVERSITY recognizes the UNION as the sole and exclusive representative of all non-academic rank-and-file employees of the University of the Philippines as defined in Article II.

Section 2. The UNIVERSITY 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 in accordance with law, or pursuant to this Agreement.

Section 3. UNION MEETINGS. Subject to the exigency of the service and Section 4, the UNIVERSITY shall allow the UNION to hold the following meetings, not to exceed the frequency, as indicated below:

- a. Chapter Assembly on Official Time: One Day, Once a Year
- b. General Assembly: Once Every Three Years

Section 4. OFFICIAL TIME/UNION TIME PRIVILEGE. Official time, as provided below, shall be granted by the UNIVERSITY to allow UNION officials to accomplish representation duties, including meetings enumerated in Section 3. Designated UNION representatives and employees shall be released from their official duties for the purpose of employee representation, in order to enhance labor-management relations at all levels. When conducting UNION activities, the following officers shall be considered on official time:

- a. National President: 75% of his/her work time per month;
- b. National Vice President: 60% of his/her work time per month;
- c. National Officers: 60% of the work time per month;

- d. Members of National Committees, and Local Presidents: 50% of the work time per month;
- e. Local officers and committee officers: 25% of their work time per month;
- f. Union Representative Committee Members/Heads: 25% of their work time for each committee member per month.

A list of the names and the numbers of the persons covered by Section 4 is attached as Annex "A."

The UP Administration will be regularly informed of the new sets of officers and committee members in all levels.

Section 5. UNION OFFICE. The UNIVERSITY shall provide the UNION's National Office and all its Chapter Offices with office space, furniture, equipment, communications, including but not limited to supplies and materials necessary for the UNION's office operations, subject to availability of funds.

Section 6. CONFERENCE HALLS AND OTHER FACILITIES. The UNIVERSITY shall allow the UNION to use the conference halls and other facilities for its meetings for free or at reduced rates, subject to availability of funds and with prior written consent, provided that said request is made at least three (3) days before such UNION activity.

Section 7. TRANSPORTATION. The UNIVERSITY shall, whenever possible, provide the UNION service vehicles for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of the employees.

Section 8. BULLETIN BOARDS AND WEBLINK. The UNION shall be provided the use of not more than five (5) bulletin boards in strategic areas in every campus for communicating with UNION and non-UNION members. The UNIVERSITY shall provide a weblink of the UNION's website to the UNIVERSITY's website in all campuses.

Section 9. The UNIVERSITY, through the HRDO, shall inform the UNION of the retirement, resignation, or dismissal of employees five (5) days after filing of notice of such retirement or resignation, or before the effective date of dismissal of the employee/s.

Section 10. COMMITTEE REPRESENTATION. The UNION shall be represented in the following committees at the system, constituent universities, and unit levels:

- a. Administrative Personnel Board;
- b. Employee Suggestion and Incentive Awards Committee;
- c. Grievance Committee;
- d. Administrative Personnel and Fellowship Committee;
- e. Performance Evaluation and Review Committee;

- f. Housing Committee;
- g. Systemwide Personnel Committee (as observer only);
- h. Bids and Awards Committee (as observer only);
- i. Special Committees, such as sports, cultural, recreational anniversary, and Christmas celebration, and such other analogous committees that may be created;
- j. Occupational Health and Safety Committee; and
- k. Other committees that are existing or may be created in the future which affect the welfare of the employees, as may be agreed upon by the parties at the Union-Management Consultative Body.

Section 11. SOCIOECONOMIC PROJECTS. The UNIVERSITY may provide support to the UNION in the latter's efforts to establish socioeconomic projects and income generating activities that will redound to the benefit of the UNION, its members, and other employees.

ARTICLE IV RECRUITMENT, DETAIL, TRANSFER/CROSS POSTING, REASSIGNMENT AND OTHER FORMS OF EMPLOYEE MOVEMENT, PROMOTION, DISCIPLINE, AND TERMINATION OF EMPLOYEES

Section 1. The UNIVERSITY shall ensure adherence to the recruitment, promotion and termination policies under existing laws and CSC rules and regulations.

Section 2. MERIT PROMOTION PLAN. The UNIVERSITY shall strive to source funds for merit promotion. Should the rules allow, the recommendations of the UNION may be considered in cases where a call for promotions is issued by the government.

Section 3. NEXT-IN-RANK. Next-in-rank employees shall become priority contenders for promotion, provided they signify their intention to be considered and they possess the minimum qualifications for the position.

Section 4. ADMINISTRATIVE CASE. The UNIVERSITY shall take disciplinary action against employees only for just cause and upon observance of the principle of due process. The UNIVERSITY shall at all times uphold the principle of speedy trial.

For the purpose of promoting prompt, efficient and just resolution of disciplinary cases against the administrative staff which could adversely affect the performance of his/her duties, the UNION may be present, upon the request of the UNION member involved, in all disciplinary tribunals involving members of the bargaining unit.

Section 5. SEVERANCE OF EMPLOYMENT. Except for voluntary resignation, retirement, or expiration of contract or appointment, employment shall be terminated only for just cause and after observance of due process.

Section 6. REORGANIZATION OR INTERNAL RESTRUCTURING.
The UNIVERSITY shall open discussions with authorized UNION representatives regarding any plans involving reorganization or internal restructuring.

The UNIVERSITY shall seriously consider the UNION's concern regarding security of tenure and dignity of labor in any plans of reorganization or restructuring.

Section 7. LIST OF NEW EMPLOYEES. The UNIVERSITY shall furnish the UNION, upon proper request and representation, initially on a semestral basis, with a list of new employees within the negotiating unit who have been issued appointments. In like manner, the UNIVERSITY upon proper request and representation shall furnish the UNION a copy of plantilla of positions of non-academic personnel.

ARTICLE V WORKERS' EDUCATION PROGRAM

Section 1. The UNIVERSITY shall provide support to the UNION in the conduct of an annual training or seminar for all UP employees within the negotiating unit for the purpose of enlightening them of their rights, privileges, obligations , and responsibilities under the law and this agreement, subject to availability of funds and Article III, Section 4. Attendance in such training or seminar shall be on official time.

Section 2. The UNIVERSITY shall allow the UNION to conduct on official time, in coordination with the HRDO, orientation programs for newly appointed or hired employees, concerning the UNION Constitution and By-laws, programs and activities, benefits, and obligations under this Agreement.

Section 3. The members and employees with the negotiating unit may be allowed to attend, on official time, workers' programs seminars, general assemblies, conferences, conventions, symposia, fora, and other capability building programs, including leadership training in trade unionism, workers' congresses and similar activities conducted by government agencies and non-government organizations for public sector unions.

ARTICLE VI EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

Section 1. The UNIVERSITY shall support the initiatives of employees for professional development, provided, that these shall not prejudice their duties and responsibilities to the UNIVERSITY.

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Section 2. The UNIVERSITY shall continue to allocate a sufficient budget to ensure that HRD programs, such as scholarships and training, are provided to employees.

Section 3. The UNIVERSITY shall, in consultation with the UNION, formulate programs that will improve the technical capabilities of employees who are doing technical work.

Section 4. The UNIVERSITY shall inform the UNION, through the Human Resource Development Office (HRDO), of all its career development programs for the non-academic rank-and-file employees. The award of training, study, and scholarship grants, both local and foreign, shall be governed by relevant rules, as implemented by the Administrative Personnel and Fellowship Committee.

ARTICLE VII PROMOTING GENDER EQUALITY AMONG UP EMPLOYEES

Section 1. GENDER SENSITIVITY AND AWARENESS PROGRAMS. The UNIVERSITY shall implement gender sensitivity programs for employees and shall support activities to be undertaken by the UNION, in coordination with government and non-government agencies, to promote better understanding and awareness of gender issues among the employees.

Section 2. DAY-CARE FACILITES. The UNIVERSITY agrees to maintain present day-care facilities in campuses where they are now existing. The UNION shall have one seat in the committee overseeing the management of the Kalinga Day Care Center and such other similar bodies of other existing day-care facilities. The Constituent Universities may provide space for UNION-managed day care facilities.

Section 3. INTERNATIONAL WOMEN'S DAY. The UNIVERSITY shall allow its employees to attend, on official time, activities inside or outside the UNIVERSITY to commemorate International Women's Day every March 8.

ARTICLE VIII UNION SECURITY

Section 1. MEMBERSHIP IN THE UNION. All administrative employees in the service of the UNIVERSITY who are members of ALL UP Workers Union as of the date of signing of this Agreement may continue to remain as members. All others shall be eligible to become members of ALL UP Workers Union on a voluntary basis.

Section 2. CHECK-OFF. Upon receipt of a written authorization from the employee-members of the UNION, the UNIVERSITY shall deduct, through

payroll deduction, the corresponding union dues, assessments, fines and other deductions from the salaries/wages of UNION member(s) based on the terms of payment as approved by the National Officers. All deductions shall be remitted to the UNION not later than sixty (60) days after the deductions are made.

Section 3. AGENCY FEE. In accordance with Public Sector Management Council Resolution No. 1, s. 1993, the UNIVERSITY shall deduct from the salaries/wages of all UP employees who are not members of ALL UP Workers Union, but who are part of the negotiating unit and enjoy the benefits under this Collective Negotiating Agreement, a reasonable amount equivalent to the member's monthly dues, provided for and approved by the General Assembly of the UNION as of the date of signing of this agreement. In implementing this provision on agency fees, there is no need for individual written authorization from the non-All UP Workers Union Members concerned. In consideration for receiving such agency fee, the UNION shall continue to work for and negotiate for improved benefits and working conditions for all the members of the bargaining unit irrespective of union membership and to ensure that these are applied equally to all.

The Agency fees should be remitted by the UNIVERSITY to the UNION not later than forty-five (45) days after the deductions are made.

ARTICLE IX HEALTH AND SAFETY

Section 1. SAFETY AND HEALTH REQUIREMENTS. The UNIVERSITY shall conform to and comply with applicable regulations requiring safety, health, and sanitary working conditions prescribed by law whenever applicable. The UNIVERSITY shall do everything possible to provide healthy and safe working condition for its employees.

Section 2. MEDICAL INSURANCE. The UNIVERSITY shall undertake a study on the possibility of providing comprehensive medical insurance to its employees.

Section 3. FREE ANNUAL PHYSICAL AND MEDICAL EXAMINATION. The UNIVERSITY shall continue providing existing free, annual physical and medical examination for all employees.

Section 4. TB AND HEPATITIS B SCREENINGS. The UNIVERSITY shall study the possibility of providing free TB and hepatitis B screenings and free immunization and booster shots to employees and their immediate dependents.

Section 5. FIRST AID. The UNIVERSITY 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 employees shall be formed and trained in first aid. (CSC MC no. 33 s. 1997)

Section 6. PROPER PROTECTIVE CLOTHING AND EQUIPMENT.
The UNIVERSITY shall provide free proper protective clothing, gears and equipment and tools provided these are allowed under pertinent government auditing rules and regulations.

Section 7. HAZARD PAY. The UNIVERSITY shall provide hazard pay to its employees, subject to Sec. 311 of the Government Auditing and Accounting Manual (Appendix "A") and Sec. 21 of the Magna Carta of Public Health Workers (Appendix "B"). The positions shall be identified by the parties in the implementation of this agreement.

Section 8. The UNIVERSITY shall ensure the full implementation of the Magna Carta of Public Health Workers.

Section 9. The UNIVERSITY agrees to implement existing legislation, practices and standards in occupational safety and health, including but not limited to (1) the provision of clean and potable drinking water; (2) the observance of proper air/floor space and office lighting and ventilation; (3) the welfare of persons with disabilities; and (4) the requirements of a sexual harassment-free environment.

ARTICLE X

LEAVE PRIVILEGES OF EMPLOYEES

Section 1. SICKNESS. In case of job-related sickness, the UNIVERSITY shall grant three (3) days additional sickness leave that will not be deducted from an employee's regular leave credits; provided that a one-time enjoyment of said benefit for three (3) consecutive days, a certification is required from a government physician that confirms that the illness was acquired in the process of performing the employee's work; provided, further, that the additional sickness leave shall be non-commutable, and shall be availed of by the employee only once a year.

Section 2. REHABILITATION LEAVE FOR JOB-RELATED INJURIES. Applications of officials and employees for leave of absence on account of wounds or injuries incurred in the performance of duty extending beyond the available leave credits of the employee concerned must be made on the prescribed form, supported by the proper medical certificate and evidence showing that the wounds or injuries were incurred in the performance of duty. The head of the department/agency concerned may direct that absence during any period of disability thus occasioned shall be on full pay, but not to exceed six (6) months. He shall also authorize the payment of medical attendance, necessary transportation, subsistence and hospital fees of the injured person. Absence in the case contemplated shall not be charged against sick leave or vacation leave, if there are any. (MC No. 41 s. 1998).

Section 3. SPECIAL LEAVE PRIVILEGES. The UNIVERSITY shall grant its employees, a maximum of six (6) days of non-cumulative, non-commutable special leave privileges every year, to be used in any of the following:

- a. Birthday;
 - b. Emergency, in case of earthquake, typhoon, flood and other natural and/or manmade disasters or calamities, subject to certification from the proper authorities;
 - c. Enrolment;
 - d. Graduation;
 - e. Hospitalization for immediate members of the family;
 - f. Wedding and honeymoon;
 - g. Wedding anniversary;
 - h. Relocation subject to the submission of a certification from the barangay;
 - i. Burial/mourning, in case of death of the spouse or any of the children, parents, brothers and sisters;
 - j. Government transactions; and
 - k. Domestic emergencies.

Section 4. SPECIAL LEAVE PRIVILEGES FOR NURSING MOTHERS. The UNIVERSITY shall grant two (2) days nursing leave for nursing mothers.

ARTICLE XI

OTHER EMPLOYEES PRIVILEGES

Section 1. HOUSING. The UNIVERSITY agrees to enhance its existing housing programs for its employees.

Section 2. DORMITORIES. The UNIVERSITY agrees to provide single employees living outside the campus space in dormitories which may be established by the UNIVERSITY for that purpose.

Section 3. SHUTTLE SERVICE. The UNIVERSITY shall provide shuttle service to employees who are not living inside campus premises, subject to availability of funds.

Section 4. LEGAL SERVICE. The UNIVERSITY agrees to provide legal service, including legal representation, to an employee who is sued for acts arising from his/her employment within the scope of his/her duties and responsibilities.

Section 5. PROCESSING RETIREMENT PAPERS. The UNIVERSITY shall allow all employees who are about to retire to process their retirement papers one month prior to the date of retirement. This shall not be charged to their leave credits, but subject to the exigencies of the service.

Section 6. SPORTS FACILITIES AND PROGRAMS. The UNIVERSITY shall allow discounted use of UNIVERSITY-managed sports and athletic facilities and programs, subject to the relevant rules and regulations for employees.

The UNIVERSITY shall provide a fitness and wellness program for each campus.

ARTICLE XII RETIREMENT BENEFITS

Section 1. The UNIVERSITY agrees to formulate and implement programs for all retiring/retired employees, which shall include, but not limited to:

- a. 50% discount in confinement fees (pay ward) at UP PGH, net of the 20% discount given to senior citizens;
- b. Training for livelihood projects; and
- c. Sports programs.

ARTICLE XIII FRINGE BENEFITS

Section 1. The UNIVERSITY shall prioritize the use of savings in accordance with law, taking into account employee welfare and mandatory economic benefits. In addition, subject to the accomplishment of its mission, law, and availability of funds, the UNIVERSITY shall provide the following:

- a. Rice subsidy (minimum of three [3] sacks of rice at P1, 500 per sack);
- b. Christmas grocery allowance;
- c. Increase in the amount of loyalty pay;
- d. Annual incentive grant;
- e. Merit award for "sagad" employees;
- f. Medicine assistance;
- g. Night shift differential pay;
- h. Additional retirement benefits.

The nature and extent of the additional benefits within the year shall be part of the agenda of regular meetings of the Union-Management Consultative Body.

Section 2. Nothing in this provision shall prevent the UNIVERSITY from continuing to seek additional funds and explore other possibilities to increase the compensation of the administrative employees within the UNIVERSITY.

ARTICLE XIV EMPLOYEE-MANAGEMENT RELATIONS

Section 1. The parties agree to operationalize the Grievance Machinery established under existing laws to strengthen employee-management relations and resolve conflicts at the lowest possible level in the UNIVERSITY.

ARTICLE XV IMPLEMENTING AND MONITORING SCHEME

Section 1. UNION-MANAGEMENT CONSULTATIVE BODY. For purposes of maintaining continuous lines of communication, consultation and dialogue between the UNIVERSITY and the UNION, a Union-Management Consultative Body shall be created to be composed of three (3) representatives from each party.

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

- a. Convene once every six (6) months or as the need arises at such place and time 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 changes on matters pertaining to/affecting the terms and conditions of employment; and
- e. Recommend appropriate courses of action to higher authority.

ARTICLE XVI BUDGET AND FUNDS

Section 1. The UNIVERSITY shall provide the necessary budget and funds for the full implementation of the provisions contained herein, subject to existing accounting and auditing rules and regulations.

ARTICLE XVII IMPLEMENTING GUIDELINES

Section 1. Within six (6) months from the date of effectivity of this Agreement, the UNIVERSITY and the UNION shall prepare all the necessary guidelines in the implementation of the provisions.

ARTICLE XVIII EFFECTIVITY

Section 1. EFFECTIVITY UPON SIGNING AND RATIFICATION. The agreement shall become effective immediately after its signing and ratification by a majority of the employees in the Collective Negotiating Unit and upon confirmation by the Board of Regents. This agreement shall remain in force and effect for a period of five (5) years.

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

The UNIVERSITY and the UNION agree to negotiate after three (3) years for the economic benefits of the employees.

Section 3. FILIPINO TRANSLATION OF CNA. In support of the UP Bilingual policy, the parties agree to the translation of the CNA in Filipino.

Section 4. PRINTING, WEBPOSTING AND DISTRIBUTION OF AGREEMENT. The UNIVERSITY shall be responsible for:

- a. the printing of the English/Filipino version of this agreement
- b. posting of the CNA in the UNIVERSITY's website including all implementing rules and regulations.

The UNION shall be in charge of distribution/dissemination of copies. The printing and distribution should be done not later than two weeks from the signing thereof.

ARTICLE XIX ENHANCING UNION-MANAGEMENT COOPERATION

Section 1. The UNION and the UNIVERSITY shall actively work together in the promotion of a high standard of ethics in public service in observance of the norms of conduct of public officials and employees.

Section 2. The UNION shall support the UNIVERSITY's cost-saving measures related to the conservation of fuel, water, office supplies, electricity and other utilities.

ARTICLE XX CNA INCENTIVE

Section 1. In recognition of the significance of the signing of an agreement between the UNIVERSITY and the UNION and as an act of goodwill, a one-time CNA incentive of Ten Thousand Pesos (P10,000.00) shall be granted to all employees of the UNIVERSITY.

ARTICLE XXI 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.

Section 2. SEPARABILITY/SAVING CLAUSE. If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, said provision or the application thereof will be deemed invalid, except to the extent permitted by law, but all other provisions or applications will continue to have force and effect. The parties will meet not later than fifteen (15) days after said provision is declared invalid for the purpose of amending or revising the same.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have signed this Agreement this 12th day of December 2008, at the University of the Philippines Diliman, Quezon City, Philippines.

UNIVERSITY OF THE PHILIPPINES

ALL U.P. WORKERS UNION

By:

DR. EMERLINDA R. ROMAN

President

By:

ARNULFO L. ANOOS

National President

Signed in the presence of:

The UP Panel

PROF. THEODORE O. TE
Co-Chair

The Union Panel

JOSSEL I. EBESATE

Armenaga
DR. ARLENE A. SAMANTEGO
Co-Chair

MVY
ALEXIS M. MEJIA

csh
DR. CYNTHIA GRACE C. GREGORIO

BENJAMIN L. SANTOS JR.

ARW
ATTY. ROSALIO A. ABAGON JR.

Florendo C. Sambrano
FLORENDO C. SAMBRANO

GAT
DR. ORLINO O. TALENS

FC
FRANCISCA D. VERA CRUZ

rRa
DR. ROBERTO F. RAÑOLA, JR.

Cl
CLODUALDO E. CABRERA

RSG
ROLANDO S. GOLONDrina

JBB
JESUSA J. BESIDO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s.s.

BEFORE ME, a Notary Public in and for Quezon City, Philippines, personally appeared the following persons presenting to me competent proof of their identity:

Name	C.T.C. No.	Date/Place Issued
EMERLINDA R. ROMAN	07597085	01/02/08; Quezon City
UNIVERSITY OF THE PHILIPPINES	00118751	04/30/08; Quezon City
ARNULFO L. ANOOS	08191063	12/09/08; Quezon City
ALL-UP WORKER'S UNION	GSIS ID No. 4404527735488609 TIN # 219-797-932-000	

all known to me and to me known to be the same persons who acted as principals in the execution of the foregoing Collective Negotiation Agreement and acknowledged to me that the same is their free act and deed and that of the respective entities that they represent.

This instrument, consisting of twenty (20) pages, including this page whereon this Acknowledgment is written and Annexes "A" to "C" hereof, refers to a Collective Negotiation Agreement, which page has been signed by the Parties and their instrumental witnesses on each and every page.

WITNESS MY HAND and SEAL this 12th day of December 2008, at the place first above written.

RC
ROMEO C. CRUZ
Notary Public for Quezon City
Until December 31, 2009
Attorney's Roll No. 31559
PTR No. 9758592, 01-02-08, Q.C.
IBP O.R. No. 688754, 11-23-07
Commission No. NP-019 (2008-2009)

*RC Cruz
Notary Public
Quezon City
Philippines*

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ANNEX "A"

NUMBER OF EMPLOYEES PER CATEGORY UNDER SECTION 4, ARTICLE III

Officer/s	Composition	Number	Total Number
a. National President			1
b. National Executive Vice President			1
c. National Officers	National Executive Board	4	9
	National Council (at large)	5	
d. Members of National Committees			40
e. Chapter Presidents			9
f. Local Officers	Nine (9) Chapters with Eight (8) Officers	72	72
g. Local Committee Officers	Three (3) Officers with Eight (8) Committees in Nine (9) Chapters	216	216
h. Union Representative Committees	Forty (40) representatives in Four (4) Chapters (Diliman, Manila, Los Baños & Visayas)	160	160

ANNEX "B"

Section 311. Government Auditing and Accounting Manual

Employees entitled to hardship/hazard allowance. – Employees, whether regular or contractual, assigned on a permanent, temporary, special or travel basis to the following areas, which expose them to great damage or contagion or peril to life, are entitled to hardship/hazard allowance:

1. hardship or difficult areas
2. strife-torn or embattled areas
3. distressed or isolated stations
4. prison camps
5. mental hospitals
6. radiation-exposed clinics or laboratories
7. disease-infested areas
8. areas declared under state of calamity or emergency.

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ANNEX "C"

Section 21., R.A. 7305 (Magna Carta of Public Health Workers)

Hazard Allowance. Public health workers in hospitals, sanitaria, rural health units, main health centers, health infirmaries, barangay health stations, clinics and other health-related establishments located in difficult areas, strife-torn or embattled areas, distressed or isolated stations, prison camps, mental hospitals, radiation-exposed clinics, laboratories or disease-infested areas or in areas declared under a state of calamity or emergency for the duration thereof which expose them to great danger, contagion, radiation, volcanic activity/eruption, occupational risks or perils to life as determined by the Secretary of Health or the head of the unit with the approval of the Secretary of Health, shall be compensated the hazard allowances equivalent to at least twenty-five percent (25%) of the monthly basic salary of health workers receiving salary grade 19 and below, and five percent (5%) for health workers with salary grade 20 and above.

COLLECTIVE NEGOTIATION AGREEMENT

UNIVERSITY OF THE PHILIPPINES



ALL U.P. WORKERS UNION

**19 April 2002
U.P. Diliman, Quezon City**



MENSAHE

Ang Collective Negotiation Agreement (CNA) na nilagdaan noong ika-19 ng Abril 2002, ay isang katibayan na ang aking administrasyon ay nagmamalasakit sa mga empleyado ng UP, at may pagkilala sa inyong matapat na paglilingkod. Sa kabilang kakulungan sa pondo, sinisikap naming ibigay sa inyo kung ano ang nararapat upang mapabuti ang inyong kalagayan sa trabaho.

Ngunit naninindigan din ang aking administrasyon na ang pangangalaga sa mga empleyado ay dapat balansehin sa mga responsibilidad ng UP bilang isang akademikong institusyon. Habang ipinagdiriwang natin ang CNA, huwag nating kalilimutan na ang pangunahing tungkulin ng institusyon ito ay makapagbigay ng magaling na edukasyon sa ating mga estudyante. Hindi dapat nasasakripiso ang gawaing akademiko ng UP para lamang makapagbigay ng malaking benepisyong

Alalahanin din natin na ang mga benepisyong gaya ng bonus ay galing sa ating savings, kaya importante ang pagtutulungan ng lahat para mapalaki ang ating ipon, at nang sa gayon ay mas magkakaroon tayo ng kakayahang tugunan hindi lang ang pangangailangan ng mga empleyado, kundi ng ating mga estudyante at faculty.

Sana'y ito ang simula ng maunlad at konstruktibong ugnayan sa pagitan ng aking administrasyon at mga kawani ng UP, na kinakatawan ng All UP Workers Union. Huwag sanang isipin lamang kung ano ang puwedeng ibigay sa inyo, kundi isipin niyo rin kung paano kayo makatulong sa wastong paggamit ng ating pondo para naman mas marami tayong maibahagi sa ating mga empleyado.

FRANCISCO NEMENZO
Pangulo, *Universidad ng Pilipinas*



MENSAHE

Isang maalab na pagbat!

Una sa lahat, nais nating kilalanin ang magigiting na mga kawani ng Unibersidad ng Pilipinas, sa panel ng Unyon at sa mga opisyales at mga kasapi ng Unyon na naglaan ng malaking panahon at sakripisyo upang magkaroon ng katuparan ang pagkakabuo ng bagong Collective Negotiation Agreement (CNA). Nais rin nating bigyan ng natatanging pagkilala ang isang kawani na kahit nagretiro na ay patuloy pa ring gumagabay sa atin at nagbibigay ng mga payo, sa katauhan ni Ate Lita Paren. Sana'y marami pang mga katulad niya na ang kapakanan ng mga kawani'y laging nasa kanyang puso. Kinikilala rin natin ang All U.P. Academic Employees Union na kabalikat natin sa pagtaguyod ng karapatan ng mga kawani sa pangunguna ni Prof. Judy Taguiwalo, bilang pangulo nito.

Napakalaki nang iniunlad ng ating bagong CNA kung ikumpara sa dating pinirmahan noong 1995. Kinikilala ng bagong CNA ang ating karapatan sa pag-oorganisa at sa paglulunsad ng welga ng naaayon sa batas; mga mahahalagang demokratikong karapatan na wala sa unang CNA.

Nagkaroon din tayo ng karagdagang tatlong araw na special leave privileges, tatlong araw na job-related sickness leave, pagpapatupad ng anim na buwang injury leave, programa para sa day care, scholarship, hazard pay para sa talagang hazardous na trabaho, magna carta for health workers, 50% diskwento para sa mga retiradong empleyado sa pay ward ng PGH. Bagamat hindi nagkaroon ng dipinidong halaga ang pang-ekonomiyang mga benepisyong tiniyak naman na pag-uusapan ito sa mga pagpupulong ng dalawang panig kung papaano maibibigay ang mga benepisyong Naipagwagi din natin ang signing bonus na P5,000.00 para sa lahat ng kawani na mas malaki sa P2,000.00 na signing bonus noong 1995.

Subalit dapat nating tandaan na ang lahat ng mga nakamit nating ito ay hindi magkakaroon ng katuparan kung hindi tayo tuloy-tuloy na kikilos at may mahigpit na pagkakaisa. Ang pagtitiyak na maipagwagi ang mga pang-ekonomiyang benepisyong nakasalalay sa ating lahat, sa sama-sama, determinado, militanteng mga pagkilos at mahigpit na pagkakaisa natin sa lahat ng sektor sa Unibersidad. Kailangan ang ating tuloy-tuloy na pagkilos upang ipaglaban ang back pay ng COLA.

Kailangan tayong lumahok at sumama sa mga pagkilos sa labas ng Unibersidad - ang pakikipaglaban natin upang madagdagan ang badyet ng U.P. sa partikular at ng edukasyon sa kabuuang. Kailangang makiisa rin tayo sa iba pang mga kawani ng pamahalaan para patuloy na igitt ang P3,000 across-the-board na dagdag sa ating sahod at sumuporta sa pakikipaglaban ng mga

manggagawa sa pribadong sektor para sa dagdag na P125 across-the-board na pagtaas sa sahod. Gayundin, mahalagang makiisa tayo sa iba pang mga sektor ng lipunan para labanan ang mga patakaran ng liberalisasyon, deregulasyon at pribatisasyon na nagpahirap sa mamamayan at lalong nasasadal sa ating bayan sa dayuhang kontrol.

Sa paggigiit sa usapin ng sahod, benepisyto at karapatan at pakikisangkot sa mga isyung panlipunan, ipinagpapatuloy ng ating unyon, ang All U.P. Workers Union, ang tradisyong militante, progresibo at makabayan ng kilusang paggawa sa Pilipinas na sa taong ito ay nagdiriwang ng sintenyal ng pagkatayo ng unang pederasyon ng manggagawa noong 1902.

Mabuhay ang uring manggagawa!
Mabuhay ang mga kawani ng Unibersidad!
Mabuhay ang All U.P. Workers Union!
Mabuhay tayong lahat!


CLODUALDO "BUBOY" CABRERA
Pangulo, All U.P. Workers Union

COLLECTIVE NEGOTIATION AGREEMENT

This Collective Negotiation Agreement entered into by and between:

The UNIVERSITY OF THE PHILIPPINES, the premier state University duly organized and existing under Philippine laws and by virtue of Act 1870, as amended, with principal office address at Quezon Hall, UP Diliman, Quezon City, represented by its president, FRANCISCO NEMENZO, hereinafter referred to as the "UNIVERSITY";

- and -

The ALL U.P. WORKERS' UNION, a legitimate public sector labor organization, with DOLE-CSC Registration Certificate No. 048, dated 08 April 1988, with office address in UP Diliman, Quezon City, represented by its president, CLODUALDO CABRERA, hereinafter referred to as the "UNION";

WITNESSETH:

WHEREAS, the 1987 Philippine Constitution recognizes the right of government workers to form unions and to engage in collective negotiations, as embodied in the following provisions:

Article III, Sec. 8. The right of the people, including those employed in the public and private sectors, to form unions, associations, or societies for purposes not contrary to law shall not be abridged;

Article IX-B, Sec. 2(5). The right to self organization shall not be denied to government employees; and

Article 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. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

WHEREAS, Executive Order No. 180, issued on June 1, 1987, and Civil Service Commission (CSC) Memorandum Circular (MC) No. 55, series of 1990, provide that the terms and conditions of employment in the public sector, or improvements thereof, except those that are fixed by law, may be the subject of negotiations between accredited unions and appropriate government authorities;

WHEREAS, the UNIVERSITY recognizes the right of employees to self-organization and to collective negotiations on terms and conditions of employment not fixed by law;

WHEREAS, the UNION has been proclaimed by the Bureau of Labor Relations, Department of Labor and Employment, in its order dated August 08, 2001 in BLR-0-81-06-12-00, as the winner in the April 18, 2001 certification election among the rank-and-file non-academic employees of the University of the Philippines and henceforth CERTIFIED as the sole and exclusive negotiating representative of the rank-and-file non-academic personnel of the University of the Philippines;

WHEREAS, the UNIVERSITY and the UNION seek to promote a working environment that is conducive to a harmonious relationship between them, enhances employees' welfare and productivity, and contributes to effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the UNIVERSITY and the UNION agree and bind themselves to the provisions of this Collective Negotiation Agreement.

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The UNIVERSITY and the UNION recognize the basic rights of all workers to a living wage, security of tenure, career development, and humane working conditions.

Section 2. The UNIVERSITY and the UNION shall observe national policies, as well as policies of international organizations that the Philippines has ratified, regarding the right of workers to self-organization, collective bargaining and negotiations, and concerted activities, including the right to strike in accordance with law.

Section 3. The UNION recognizes the authority and prerogative of the UNIVERSITY to implement laws and policies governing the terms and conditions of employment in the UNIVERSITY, including its efforts to professionalize the civil service.

Section 4. The UNIVERSITY shall not interfere with the establishment, operations, and administration of the UNION.

Section 5. The UNIVERSITY and the UNION believe in the equality among men and women and the eradication of all forms of discrimination, and thus, recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive UNIVERSITY.

Section 6. The UNION shall be consulted in the formulation of policies, plans, and programs affecting the rights, career development, welfare, and benefits of employees.

Consultation, when used in this agreement, shall mean engaging the authorized representatives of the union in earnest dialogue and addressing their concerns in good faith. This could be done through existing committees, such as the Administrative Personnel Boards (APB) or, at the discretion of the University, through specialized ad hoc bodies.

The University recognizes the process of consultation as part of the democratic process of knowing the sentiments of its constituents before arriving at a decision.

ARTICLE II COVERAGE

Section 1. The parties agree that this Collective Negotiation Agreement covers all non-academic rank-and-file personnel, whether permanent, temporary, casual, or contractual, employed by the UNIVERSITY, except those specifically excluded

by PSLMC Resolution No. 2 series of 1993, or those whose functions are normally considered as policy determining, managerial, or confidential in nature.

Section 2. It is understood that the UNIVERSITY refers to the University of the Philippines at Diliman, Quezon City, including all the constituent universities, offices and units existing or as may be established in the future.

Section 3. The parties agree that the following shall be excluded from the negotiating unit, defined in Section 1, Article II:

- a. President
- b. Vice-Presidents
- c. Assistant Vice Presidents
- d. University Secretary and Assistant Secretary
- e. Chancellors
- f. Vice-Chancellors
- g. Deans
- h. Directors of Units
- i. Division Heads/Department Chairs
- j. Divisions Heads of Administrative Offices
- k. Legal Officers
- l. Executive Assistants
- m. Faculty
- n. Research, Extension, and Professional Staff
- o. All other high-level non-academic personnel

High-level employees are those whose functions are normally considered policy determining, managerial, or those whose duties are highly confidential in nature. A managerial function refers to the exercise of powers, such as:

- i. To effectively recommend such managerial functions;
- ii. To formulate or execute management policies and decisions; or
- iii. To hire, transfer, suspend, lay off, recall, dismiss, assign, or discipline employees.

(*Rules and Regulations to Govern the Exercise of the Right of Government Employees to Self-Organization*, pursuant to the provisions of Sec. 15 of Executive Order No. 180, June 01, 1987)

ARTICLE III UNION RECOGNITION, REPRESENTATION, RIGHTS, AND PRIVILEGES

Section 1. The UNIVERSITY recognizes the UNION as the sole and exclusive representative of all non-academic rank-and-file employees of the University of the Philippines as defined in Article II.

Section 2. The UNIVERSITY 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 in accordance with law, or pursuant to this Agreement.

Section 3. UNION MEETINGS. Subject to the exigency of the service and Section 4, the UNIVERSITY shall allow the UNION to hold the following meetings, not to exceed the frequency, as indicated below:

- a. Chapter Assembly on Official Time: One Day, Once a Year
- b. General Assembly: Once Every Three Years

Section 4. OFFICIAL TIME/UNION TIME PRIVILEGE. Official time, as provided below, shall be granted by the University to allow union officials to accomplish representation duties, including meetings enumerated in Section 3. Designated UNION representatives and employees shall be released from their official duties for the purpose of employee representation, in order to enhance labor-management relations at all levels. When conducting UNION activities, the following officers shall be considered on official time:

- a. National President and National Vice President: 60% of their work time per month.
- b. National Officers, Members of National Committees, and Local Presidents: 50% of the work time per month
- c. Local Officers: 25% of their work time per month
- d. Union Representative Committee Members/Heads: 25% of the total work time of all the members of each committee per month

Section 5. UNION OFFICE. The UNIVERSITY shall provide the UNION's National Office and all its Chapter Offices with office space, furniture, equipment,

communications, including but not limited to supplies and materials necessary for the UNION's office operations, subject to availability of funds.

Section 6. CONFERENCE HALLS AND OTHER FACILITIES. The University shall allow the UNION to use the conference halls and other facilities for its meetings, subject to availability of conference rooms/facilities, with prior written consent, provided that said request is made at least five (5) days before such UNION activity.

Section 7. TRANSPORTATION. The UNIVERSITY shall, whenever possible, provide the UNION service vehicles for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of employees.

Section 8. BULLETIN BOARDS. The UNION shall be provided the use of not more than five (5) bulletin boards in strategic areas in every campus for communicating with UNION and non-UNION members.

Section 9. The UNIVERSITY, through the HRDO, shall inform the UNION of the retirement, resignation, or dismissal of employees five (5) days after filing of notice of such retirement or resignation, or before the effective date of dismissal of the employee/s.

Section 10. COMMITTEE REPRESENTATION. The UNION shall be represented in the following committees at the system, constituent universities, and unit levels:

- a. Administrative Personnel Board;
- b. Employee Suggestion and Incentive Awards Committee;
- c. Grievance Committee;
- d. Administrative Personnel and Fellowship Committee;
- e. Performance Evaluation Review Committee;
- f. Housing Committee;
- g. Systemwide Personnel Committee (as observer only);
- h. Special Committees, such as sports, cultural, recreational anniversary, and Christmas celebration, and such other analogous committees that may be created; and
- i. Other committees that are existing or may be created in the future which affect the welfare of the employees, as may be agreed upon by the parties at the Union-Management Consultative Body.

Section 11. SOCIOECONOMIC PROJECTS. The UNIVERSITY may provide support to the UNION in the latter's efforts to establish socioeconomic projects and income generating activities that will redound to the benefit of the UNION, its members, and other employees.

ARTICLE IV RECRUITMENT, PROMOTION, DISCIPLINE, AND TERMINATION OF EMPLOYEES

Section 1. The UNIVERSITY shall ensure adherence to the recruitment, promotion, and termination policies under existing laws and CSC rules and regulations.

Section 2. MERIT PROMOTION PLAN. The UNIVERSITY shall strive to source funds for merit promotion. Should the rules allow, the recommendations of the Union may be considered in cases where a call for promotions is issued by the government.

Section 3. NEXT-IN-RANK. The next-in-rank system shall be considered and adopted in the promotion process. All next-in-rank employees shall become contenders for promotion, provided they signify their intention to be considered and they possess the qualifications for the position.

Section 4. ADMINISTRATIVE CASE. The UNIVERSITY shall take disciplinary action against employees only for just cause and upon observance of the principle of due process. The UNIVERSITY shall at all times uphold the principle of speedy trial.

Section 5. SEVERANCE OF EMPLOYMENT. Except for voluntary resignation, retirement, or expiration of contract or appointment, employment shall be terminated only for just cause and after observance of due process.

Section 6. REORGANIZATION OR INTERNAL RESTRUCTURING. The UNIVERSITY shall open discussions with authorized UNION representatives regarding any plans involving reorganization or internal restructuring.

Section 7. LIST OF NEW EMPLOYEES. The UNIVERSITY shall furnish the UNION, upon proper request and representation, initially on a semestral basis, with a list of new employees within the negotiating unit who have been issued appointments. In like manner, the UNIVERSITY upon proper request and representation shall furnish the UNION a copy of plantilla of positions of non-academic personnel.

ARTICLE V WORKERS' EDUCATION PROGRAM

Section 1. The UNIVERSITY shall provide support to the UNION in the conduct of an annual training or seminar for all U.P. employees within the negotiating unit for the purpose of enlightening them of their rights, privileges, obligations, and responsibilities under the law and this agreement, subject to availability of funds and Article III, Section 4. Attendance in such training or seminar shall be on official time.

Section 2. The UNIVERSITY shall allow the UNION to conduct on official time, in coordination with the HRDO, orientation programs for newly appointed or hired employees, concerning the UNION Constitution and by-laws, programs, activities, benefits, and obligations under this Agreement.

Section 3. The members and employees within the negotiating unit may be allowed to attend, on official time, workers' programs, seminars, general assemblies, conferences, conventions, symposia, fora, and other capability-building programs, including leadership training in trade unionism, workers' congresses and similar activities conducted by government agencies and non-government organizations for public sector unions.

ARTICLE VI EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

Section 1. PROMOTION OF STAFF DEVELOPMENT. The UNIVERSITY shall continue to promote staff development for the non-academic rank-and-file personnel in all areas of work. Staff development shall include fellowships and attendance in relevant conferences, conventions, seminars and workshops, trainings, and similar development programs which the UNIVERSITY may deem necessary, subject to availability of funds.

Section 2. The UNIVERSITY shall continue to allocate a sufficient budget to ensure that HRD programs, such as scholarships and training, are provided to employees.

Section 3. THE UNIVERSITY shall, in consultation with the UNION, formulate programs that will improve the technical capabilities of employees who are doing technical work.

Section 4. The UNIVERSITY shall inform the UNION, through the Human Resource Development Office (HRDO), of all its career development programs for the non-academic rank-and-file employees. The award of training, study, and scholarship grants, both local and foreign, shall be governed by relevant rules, as implemented by the Administrative Personnel and Fellowship Committee.

ARTICLE VII PROMOTING GENDER EQUALITY AMONG UP EMPLOYEES

Section 1. GENDER SENSITIVITY AND AWARENESS PROGRAMS. The UNIVERSITY shall implement gender sensitivity programs for employees and shall support activities to be undertaken by the UNION, in coordination with government and non-government agencies, to promote better understanding and awareness of gender issues among the employees.

Section 2. DAY-CARE FACILITIES. The UNIVERSITY agrees to maintain present day-care facilities in campuses where they are now existing. The UNION shall have one seat in the committee overseeing the management of the Kalinga Day Care Center and such other similar bodies of other existing day-care facilities. The Constituent Universities may provide space for Union-managed day-care centers.

Section 3. INTERNATIONAL WOMEN'S DAY. The University may allow its employees to attend, on official time, activities inside or outside the University to commemorate International Women's Day every March 8.

ARTICLE VIII UNION SECURITY

Section 1. MEMBERSHIP IN THE UNION. All administrative employees in the service of the University who are members of All U.P. Workers' Union as of the date of signing of this agreement may continue to remain as members. All others shall be eligible to become members of All U.P. Workers' Union on a voluntary basis.

Section 2. CHECK-OFF. Upon receipt of a written authorization from the employee-members of the UNION, the UNIVERSITY shall deduct, through payroll deduction, the corresponding union dues, assessments, fines, and other deductions from the salaries/wages of UNION member(s) based on the terms of payment as approved by the National Officers. All deductions shall be remitted to the UNION not later than sixty (60) days after the deductions are made.

Section 3. AGENCY FEE. In accordance with Public Sector Management Council Resolution No. 1, s. 1993, the UNIVERSITY shall deduct from the salaries/wages of all U.P. employees who are not members of All U.P. Workers' 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 monthly agency fee of Ten Pesos (P10.00), provided for and approved by the General Assembly of the Union as of the date of signing of this agreement. Any increase in said monthly dues during the effectivity of this agreement shall not exceed Twenty Pesos (P20.00). In implementing this provision on agency fees, there is no need for individual written authorization from the non-All U.P. Workers Union Members concerned. In consideration for receiving such agency fee, the union shall continue to work for and negotiate for improved benefits and working conditions for all the members of the bargaining unit irrespective of union membership and to ensure that these are applied equally to all.

The Agency fees should be remitted by the UNIVERSITY to the UNION not later than forty-five (45) days after the deductions are made.

ARTICLE IX HEALTH AND SAFETY

Section 1. SAFETY AND HEALTH REQUIREMENTS. The UNIVERSITY shall conform to and comply with applicable regulations requiring safety, health, and sanitary working conditions prescribed by law whenever applicable. The UNIVERSITY shall do everything possible to provide healthy and safe working condition for its employees.

Section 2. MEDICAL INSURANCE. The UNIVERSITY shall undertake a study on the possibility of providing comprehensive medical insurance to its employees.

Section 3. FREE ANNUAL PHYSICAL AND MEDICAL EXAMINATION. The UNIVERSITY shall continue providing existing free annual physical and medical examination for all employees.

Section 4. TB AND HEPATITIS B SCREENINGS. The UNIVERSITY shall study the possibility of providing free TB and hepatitis B screenings and free immunization and booster shots to employees and their immediate dependents.

Section 5. FIRST AID. The UNIVERSITY 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 employees shall be formed and trained in first aid. (CSC MC no. 33 s. 1997)

Section 6. PROTECTIVE CLOTHING. The UNIVERSITY shall provide free protective clothing and gears and equipment and tools provided these are allowed under pertinent government auditing rules and regulations.

Section 7. HAZARD PAY. The UNIVERSITY shall provide hazard pay to its employees, subject to Sec. 311 of the Government Auditing and Accounting Manual (Appendix "A") and Sec. 21 of the Magna Carta of Public Health Workers (Appendix "B"). The positions shall be identified by the parties in the implementation of this agreement.

Section 8. The UNIVERSITY shall ensure the full implementation of the Magna Carta of Public Health Workers.

Section 9. The UNIVERSITY agrees to implement existing legislation, practices and standards in occupational safety and health, including but not limited to (1) the provision of clean and potable drinking water; (2) the observance of proper air/floor space and office lighting and ventilation; (3) the welfare of persons with disabilities; and (4) the requirements of a sexual harassment-free environment.

ARTICLE X LEAVE PRIVILEGES OF EMPLOYEES

Section 1. SICKNESS. In case of job-related sickness, the UNIVERSITY shall grant three (3) days additional sickness leave that will not be deducted from an

employee's regular leave credits; provided that a certification from a physician, chosen upon agreement by the UNIVERSITY and the UNION confirms that the illness was acquired in the process of performing the employee's work; provided, further, that the additional sickness leave shall be non-cumulative, non-commutable, and shall be availed of by the employee only once a year.

Section 2. REHABILITATION LEAVE FOR JOB-RELATED INJURIES. Applications of officials and employees for leave of absence on account of wounds or injuries incurred in the performance of duty extending beyond the available leave credits of the employee concerned must be made on the prescribed form, supported by the proper medical certificate and evidence showing that the wounds or injuries were incurred in the performance of duty. The head of the department/agency concerned may direct that absence during any period of disability thus occasioned shall be on full pay, but not to exceed six (6) months. He shall also authorize the payment of medical attendance, necessary transportation, subsistence and hospital fees of the injured person. Absence in the case contemplated shall not be charged against sick leave or vacation leave, if there are any. (MC No. 41, s. 1998)

Section 3. SPECIAL LEAVE PRIVILEGES. The UNIVERSITY shall grant its employees, a maximum of six (6) days of non-cumulative, non-commutable special leave privileges every year, to be used in any of the following:

- a. Birthday: Maximum of 1 day;
- b. Emergency, in case of earthquake, typhoon, flood and other natural and/or manmade disasters or calamities, subject to certification from the proper authorities;
- c. Enrolment: Maximum of 1 day;
- d. Graduation: Maximum of 1 day;
- e. Hospitalization for immediate members of the family;
- f. Wedding and Honeymoon;
- g. Wedding Anniversary: Maximum of 1 day;
- h. Relocation: Maximum of 2 days and subject to the submission of a certification from the barangay;
- i. Burial/Mourning, in case of death of the spouse or any of the children, parents, brothers or sisters;
- j. Government transactions: Maximum of 3 days; and
- k. Domestic emergencies: Maximum of 3 days.

ARTICLE XI OTHER EMPLOYEES PRIVILEGES

Section 1. HOUSING. The UNIVERSITY agrees to enhance its existing housing programs for its employees.

Section 2. DORMITORIES. THE UNIVERSITY agrees to provide single employees living outside the campus space in dormitories which may be established by the University for that purpose.

Section 3. SHUTTLE SERVICE. The UNIVERSITY shall provide shuttle service to employees who are not living inside campus premises, subject to availability of funds.

Section 4. LEGAL SERVICE. The UNIVERSITY agrees to provide legal service, including legal representation, to an employee who is sued for acts arising from his/her employment and within the scope of his/her duties and responsibilities.

Section 5. PROCESSING OF RETIREMENT PAPERS. The UNIVERSITY shall allow all employees who are about to retire to process their retirement papers one month prior to the date of retirement. This shall not be charged to their leave credits, but subject to the exigencies of the service.

Section 6. SPORTS FACILITIES. The UNIVERSITY shall allow discounted use of University-managed sports and athletic facilities, subject to relevant rules and regulations.

ARTICLE XII RETIREES' BENEFITS

Section 1. THE UNIVERSITY agrees to formulate and implement programs for all retiring/retired employees, which shall include, but not limited to:

- a. 50% discount in confinement fees (pay ward) at UP PGH, net of the 20% discount given to senior citizens;
- b. Training for livelihood projects; and
- c. Sports programs.

ARTICLE XIII FRINGE BENEFITS

Section 1. The UNIVERSITY shall prioritize the use of savings in accordance with law, taking into account employee welfare and mandatory economic benefits. In addition, subject to the accomplishment of its mission, law, and availability of funds, the University shall provide the following:

- a. rice subsidy;
- b. Christmas grocery allowance;
- c. increase in the amount of loyalty pay;
- d. annual incentive grant;
- e. merit award for "sagad" employees;
- f. medicine assistance;
- g. night shift differential pay;
- h. additional retirement benefits.

The nature and extent of the additional benefits within the year shall be part of the agenda of regular meetings of the Union-Management Consultative Body.

ARTICLE XIV EMPLOYEE-MANAGEMENT RELATIONS

Section 1. The parties agree to operationalize the Grievance Machinery established under existing laws to strengthen employee-management relations and resolve conflicts at the lowest possible level in the University.

ARTICLE XV IMPLEMENTING AND MONITORING SCHEME

Section 1. UNION-MANAGEMENT CONSULTATIVE BODY. For purposes of maintaining continuous lines of communication, consultation and dialogue between the UNIVERSITY and the UNION, a Union-Management Consultative Body shall be created to be composed of three (3) representatives from each party.

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

- a. Convene once every six (6) months or as the need arises at such place and time 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 changes on matters pertaining to/affecting the terms and conditions of employment; and
- e. Recommend appropriate courses of action to higher authority.

ARTICLE XVI BUDGET AND FUNDS

Section 1. The UNIVERSITY shall provide the necessary budget and funds for the full implementation of the provisions contained herein, subject to existing accounting and auditing rules and regulations.

ARTICLE XVII IMPLEMENTING GUIDELINES

Section 1. Within six (6) months from the date of effectivity of this Agreement, the UNIVERSITY and the UNION shall prepare all the necessary guidelines in the implementation of the provisions.

ARTICLE XVIII EFFECTIVITY

Section 1. This agreement shall become effective immediately after its signing and ratification by a majority of the employees in the Collective Negotiating Unit and upon confirmation by the Board of Regents. This agreement shall remain in force and effect for a period of five (5) years.

Section 2. RENEGOTIATION. Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this Agreement for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of other party's right during the freedom period, the provisions of this Agreement, including

modifications or amendments thereof, shall remain in force and effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

The UNIVERSITY and the UNION agree to renegotiate after three (3) years for the economic benefits of the employees.

Section 3. PRINTING AND DISTRIBUTION OF AGREEMENT. The UNIVERSITY shall be responsible for the printing of this Agreement; the UNION shall be in charge of distribution/dissemination of copies. The printing and distribution should be done not later than two weeks from the signing thereof.

ARTICLE XIX SIGNING BONUS

Section 1. In recognition of the significance of the signing of an agreement between the UNIVERSITY and the UNION and as an act of goodwill, a one-time signing bonus of Five Thousand Pesos (P5,000.00), shall be immediately granted to all employees of the University.

ARTICLE XX MISCELLANEOUS PROVISIONS

Section 1. AMENDMENTS. For purposes of considering specific proposals, amendments, or negotiation 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.

Section 2. SEPARABILITY/SAVING CLAUSE. If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, said provision or the application thereof will be deemed invalid, except to the extent permitted by law, but all other provisions or applications will continue to have force and effect. The parties will meet not later than fifteen (15) days after said provision is declared invalid for the purpose of amending or revising the same.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto signed this Agreement this of 19th day of April 2002, in U.P. Diliman, Quezon City, Philippines.

UNIVERSITY OF THE PHILIPPINES

By:

FRANCISCO NEMENZO (sgd.)
President
University of the Philippines

ALL U.P. WORKERS UNION

By:

CLODUALDO E. CABRERA (sgd.)
President
All U.P. Workers Union

Signed in the presence of:

KARINA C. DAVID
Chair, Civil Service Commission

The UP Panel

MARTIN V. GREGORIO (sgd.)
MARVIC M.V.F. LEONEN (sgd.)
E.(LEO) D. BATTAD (sgd.)
SERGIO S. CAO (sgd.)
EULOGIO T. CASTILLO (sgd.)
JUAN AMOR F. PALAFOX (sgd.)

The Union Panel

ARNULFO L. ANOOS (sgd.)
JOSSEL I. EBESATE (sgd.)
VIRGILIO R. PANGANIBAN (sgd.)
FRANCISCA C. VERA CRUZ (sgd.)
ROLITO B. BACALANGCO (sgd.)

Section 311, Government Auditing and Accounting Manual

Employees entitled to hardship/hazard allowance. – Employees, whether regular or contractual, assigned on a permanent, temporary, special or travel basis to the following areas, which expose them to great damage or contagion or peril to life, are entitled to hardship/hazard allowance:

1. hardship or difficult areas
2. strife-torn or embattled areas
3. distressed or isolated stations
4. prison camps
5. mental hospitals
6. radiation-exposed clinics or laboratories
7. disease-infested areas
8. areas declared under state of calamity or emergency

ANNEX "A"

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s.s.

Before me this 19th day of April 2002 in Quezon City, Philippines personally appeared:

FRANCISCO NEMENZO	CTC No. 13703284	Date/Place of Issue 15 January 2002; Q.C.
CLODUALDO E. CABRERA	00020773	26 February 2002; Q.C.

known to me and to me known to be the same persons who acted as principals in the execution of the foregoing Collective Negotiation Agreement and acknowledged to me that the same is their free act and deed and that of the respective entities they represent.

This instrument, consisting of sixteen (16) pages, including this page whereon the continuation of this Acknowledgment is written and Annexes "A" and "B" hereof, refers to a Collective Negotiation Agreement, which has been signed by the parties and their instrumental witnesses on each and every page.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the place and on the date first mentioned.

MA. CORAZON DP. MARCIAL
Notary Public
Until 31 December 2003
PTR No. A-29612856/01-16-02/Q.C.
IBP No. 107745/01-16-02/Laguna

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