

Republic of the Philippines

## Department of Education

REGION III – CENTRAL LUZON Schools Division Office - Science City of Muñoz

July 26, 2022

#### DIVISION MEMORANDUM

No. 391, s. 2022

#### DISSEMINATION OF CONSTITUTION AND BY-LAWS AND 2021 COLLECTIVE NEGOTIATION AGREEMENT OF THE DEPARTMENT OF EDUCATION – NATIONAL EMPLOYEES' UNION

- To: All Permanent Non-Teaching Personnel All Others Concerned
- 1. For the information, compliance and guidance of all concerned, enclosed are the abovementioned documents.
- 2. For inquiries, you may contact Mr. Jerry I. Carrido through mobile number 0975-3111-758 or at email address jerry.carrido@deped.gov.ph.
- 3. Wide dissemination of this Memorandum is hereby enjoined

DANTE G. PARUNGAO, CESO V Schools Division Superintendent





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Loyal, Excellent, Accountable and Dedicated to Pervice Address: Brgy. Rizal, Science City of Muñoz, 3119 Telephone No.: (044) 806 -2192; Email Address: <u>munozscience.city@deped.gov.ph</u> DSCM-QMS-QMR-QSF-008 Rev.04 (01.31.20)



## **CONSTITUTION AND BY-LAWS OF THE** DEPARTMENT OF EDUCATION-NATIONAL EMPLOYEES' UNION

## PREAMBLE

We, the nonacademic rank-and-file employees of the Department of Education, in order to promote our moral, social, economic, and educational well-being; protect and uphold individual and collective rights, as well as foster harmonious and progressive labor management relations, do hereby promulgate this CONSTITUTION AND BY-

#### **ARTICLE I** NAME AND DOMICILE

Section 1. This organization shall be known as the Department of Education National Employees' Union (DepEd-NEU), hereinafter referred to as the UNION.

Section 2. The UNION shall have its principal address at 3rd Floor, Dormitory E Bldg., DepEd Complex, Meralco Avenue, Pasig City, Metro Manila.

## ARTICLE II **DECLARATION OF PRINCIPLES**

Section 1. The UNION has for its objectives the following:

- a) to establish an organization that shall represent the rank-and-file employees of the Department of Education in the settlement of disputes with respect to status of employment, tenure of office, salaries, wages, hours of work, better treatment, participative decision-making, and other terms and conditions of
- b) to promote the moral and social well-being of its members;
- c) to protect and uphold the educational and economic well-being as well as individual and collective rights of its members;
- d) to foster harmonious relations with all sectors and entities within and outside
- e) to strive for the adoption of legislative and other measures which shall promote the economic and social welfare of its members;
- f) to instill among its members discipline and love of country; g) to establish a continuing consultation mechanism between management and nonacademic rank-and-file employees;
- h) to formulate a mechanism that will uphold and alleviate the plight of the nonacademic rank-and-file employees of DepEd through promotion of entrepreneurship and cooperativism;
- i) to serve as a linkage between management and employees on other matters concerning the employees not specified above.

## ARTICLE III NAME OF EMPLOYER AND PLACE OF EMPLOYMENT

Section 1. The name of the employer of the UNION is the Department of Education, an agency of the government of the Philippines, herein referred to as the Department, with principal address at the DepEd Complex, Meralco Avenue, Pasig City, Metro Manila.

#### ARTICLE IV MEMBERSHIP

Section 1. Every nonacademic rank-and-file employee of the Department of Education who may come from the Central Office, Regional Offices, Division Offices, District Offices, including those who are assigned in basic education schools, learning centers and attached agencies of the Department and other Offices that may be created pursuant to law, not otherwise disqualified by law regardless of sex, race, religion, or political belief or affiliation with good reputation is eligible for membership to the UNION. In no way shall a subversive person or a person who professes subversive ideas be admitted as a member of the Union.

Section 2. Bonafide employees of the Department may become members of the UNION by written application to be approved by the National President upon endorsement from the Regional Chapter President to the Committee on Membership. For this purpose, bonafide employees shall refer to nonacademic rank-and-file employees of the Department.

## ARTICLE V ORGANIZATIONAL STRUCTURE, COMPOSITION AND OFFICERS

Section 1. The Congress shall be the highest policy-making body of the Union. It shall be held annually or as agreed upon by the National Board of Trustees (NBOT).

Section 2. The Union shall have its National Board of Trustees (NBOT), the National Executive Officers (NEO), the Regional Executive Officers (REO), and the Unit or Division Executive Officers (DEO).

Section 3. The National Board of Trustees (NBOT) shall be composed of Presidents of the Regional Chapters, the Chairman of which shall be elected from among themselves. There shall be a Secretary of the Board who may come from the active members of the UNION to be appointed by the Chairman, subject to the confirmation of the NBOT. The NBOT shall serve as the policy-making body of the Union.

Section 4. The NEO shall be composed of the National President; National Vice President; Secretary General; National Auditor; and National Public Relations Officer.

The NEO shall implement the policies and resolutions made and/or issued by the NBOT. They shall be elected at large by The Congress.

All nationally-elected NEO officers must be incumbent officers of their respective Regional Chapters, except for the founding officers.

The NEO shall be assisted by non-voting support officers composed of the National Treasurer, Deputy National Treasurer, Deputy Secretaries General for Luzon, Visayas and Mindanao, Executive Secretary, Project Managers, Legal Counsel, ICT Officer, Accountant, all of whom shall be appointed by the National President, subject to confirmation by the NBOT.

The National President may create such other national positions as may be necessary, subject to the approval and confirmation of the NBOT.

The National President shall deputize members to act as marshals during meetings and other events, whenever necessary.

Section 5. The Regional Executive Officers (REO) shall be composed of the Regional Chapter President, Regional Chapter Vice President, Regional Chapter Secretary, Regional Chapter Treasurer, Regional Chapter Auditor, Regional Chapter PRO, Two (2) Regional Chapter Project Officers.

They shall be elected at large during the Regional Congress only, duly sanctioned by the National President.

The Regional President may appoint additional officers as the need arises.

Election shall be open to all elected officers from the Unit or Division Offices. The REO shall have a three-year term of office. They shall implement policies of the Union under the direct supervision of the NEO.

Section 6. The Executive Body in the local level shall manage the properties of the Union in their respective areas of responsibilities subject to the overall control and supervision of the National Executive Officers.

Section 7. The Regional Chapters and Units or Division Chapters of the Union shall have their own Fiscal and Administrative autonomy subject to the provisions of this Constitution and by-laws and any rules that the NBOT and NEO may prescribe.

Section 8. Attached offices of the Department and the Regional Office Proper shall be included in the Regional Chapters and/or treated as Division Chapters, as the case may be. The Central Office shall be treated as a Regional Chapter. All Strands in the Central Office shall be considered as Division/Unit Chapters under the Central Office Chapter. Section 9. In case of vacancies, except in the Office of the National President, the same may be filled up by appointment or by special election. In case of the former, the president shall submit two (2) names of nominees to the NBOT which shall elect who may be appointed to fill the vacant position. Those appointed/elected to fill the vacancy shall serve only for the unexpired period of the term of the replaced officer/s.

All officers shall be elected for three (3) consecutive terms; in the case of founding officers, they can be elected for five (5) consecutive terms.

Founding officers shall refer to those officers who were elected as NEU national officers prior to the registration of the UNION with the Department of Labor and Employment (DOLE), except those who voluntarily resigned.

#### ARTICLE VI DUTIES AND POWERS

#### The Congress

Section 1. The Congress shall have the following powers and prerogatives:

- a) Hear and approve the reports of the NEO;
- b) Amend major programs of the union;
- c) Approve proposed programs for the Union during the Congress;
- d) Approve/ratify the Constitution and amendments thereto;
- e) Ratify the action/decision of the National Executive Officers relative to matters directly or indirectly affecting the union operation;
- f) Elect the National Executive Officers as provided.
- g) Approve any presented budget proposal;
- h) Adopt the financial report/s;
- i) The National Board of Trustees (NBOT).

### The National Board of Trustees

Section 2. The NBOT shall have the following powers and prerogatives:

- a) The NBOT shall serve as the legislative body of the Union. It shall be composed of all Regional Presidents;
- b) All disbursements of Union funds through the National President amounting to more than One Million Pesos (Php1,000,000.00) shall be subject to the approval of the NBOT. In case of the Regional Chapters, Divisions or Units, the amount applicable shall be Five Hundred Thousand Pesos (Php500,000.00), Two Hundred Thousand Pesos (Php200,000.00), respectively;
- c) The Depository Bank of all Union funds shall be subject to the approval of the NBOT through resolution.

Section 3. National Vice-President. The National Vice President (VP) shall perform functions that may be assigned to him by the President. He may perform the duties and functions of the President in case of the latter's disability, death or resignation as designated by the NBOT. In case of the absence of the President for more than thirty (30) days without leave of absence being filed, the National VP shall take over the duties and functions of the president after taking an oath of office before the Chairman of the Board and/or the National President after due notice to the NEO and NBOT.

Section 4. Secretary General. The Secretary General shall perform the following duties and functions:

- a) act as custodian of all records, documents, minutes of the meetings of the National Executive Officers and of the general membership as well as printed and/or written policies, projects and activities of the UNION;
- b) submit to the DOLE and CSC the list of officers, and their respective addresses, minutes of election and list of voters within 30 days from the date of election or from the occurrence of a change in the union officers and such other documents or papers as may be required by the DOLE and CSC.
- c) ensure the timely submission of Collective Negotiation Agreement (CNA) to the Civil Service Commission for attestation and certification;
- d) coordinate closely with the Executive Secretary, NBOT Secretary as well as to the Deputy Secretaries and other Committees.

Section 5.a. Deputy Secretaries General for Luzon, Visayas and Mindanao. The Deputy -Secretaries General shall assist the National Secretary General in the performance of his/her functions.

Section 6. National Treasurer/Finance Officer. The National Treasurer shall be the Union's Chief Finance Officer and shall perform the following duties and functions:

- a) make sure that all disbursements and payments made by him/her are covered by vouchers and accompanied by the necessary receipts;
- b) keep a record of all receipts and expenditures;
- c) prepare such financial reports as required of him by the members, the NEO, the NBOT and the DOLE which shall include all money and the remaining balance in his/her hands at the time of rendering such account and all bonds and securities and other properties of the organization entrusted to his custody or under his control. The rendering of such account shall be made at least once a year within thirty (30) days after the close of the UNION's fiscal year or such other times as may be required by a resolution of the majority of the members of the NBOT, and upon vacating his office or dissolution of the UNION for any cause. The account shall be verified by affidavit, duly audited by a Certified Public Accountant and copy thereof furnished the Secretary of DOLE.

Section 6.a. Deputy Treasurer. The Deputy Treasurer shall assist the National Treasurer in the performance of his/her functions.

The Deputy Treasurer shall: (a) collect, receive and issue receipts for all money, funds and contribution to the UNION and report the same to the National Treasurer; and (b) be in charge of disbursement of funds upon the approval of the National President and report the same to the National Treasurer.

Section 7. National Auditor. The National Auditor shall perform the following duties and functions:

a) audit, verify and examine all financial accounts of the UNION;



- b) supervise the entries in the books of accounts of the UNION and shall render a report of his audit as may be required by the NEC or by resolution of majority of the general membership, or the NBOT;
- c) supervise, monitor, and evaluate the functions of the Regional and Unit/Division
- d) recommend actions to the NEO and NBOT based on his/her findings.

Section 8. National Public Relations Officer. The National Public Relation Officer (PRO) shall perform the following duties and functions:

- a) take charge of matters involving public relations of the UNION; b) establish an official publication for the UNION.

Section 9. Project Managers. The Project Manager shall perform the following duties and functions:

- a) Assist the UNION in the programs and projects for its efficient implementation; b) Provide technical knowledge and skills in the programs and projects of the
- c) Design and strategize the UNION's business plans;
- d) Manage such other activities as may be assigned by the National President; e) initiate and promote activities that will strengthen the camaraderie and interpersonal relationship of the UNION members.

Section 10. Marshals. The Marshalls shall take charge of the preservation of peace and

order at meetings of the NBOT and of the general membership.

Section 11. Other Appointive Officers.

Section 11.a. The Executive Secretary shall assist the National President and the NEO. He/she shall perform clerical functions as may be deemed appropriate.

Section 11.b. The Legal Counsel shall assist the NEO in legal-related matters, such as, but not limited to, the provision of legal opinion, drafting of contracts, court representation, preparation of pleadings, and the like, when warranted.

Section 11.c. The ICT Officer shall assist the NEO in all information and technology matters such as but not limited to development of programs, maintenance and security of data, and the like, when warranted.

Section 12. Appointive officers shall serve at the pleasure of the NEO, and may be discharged from their functions at any time by the NEO,

## **ARTICLE VII** STANDING COMMITTEES

Section 1. To ensure coordination and efficiency in the transaction of U and to achieve the objectives of this Constitution, the following standing

- a) Committee on Membership which shall receive and process application for membership and make recommendations thereon to the President. It shall implement rules, regulations and decisions as promulgated by the NEC or the NBOT for the admission of members in the Union.
- b) Committee on Grievance which shall investigate internal and external UNION disputes. It shall assist the presentation and settlement of UNION grievance with management subject to pertinent provisions of the existing Collective Negotiation Agreement (CNA).
- c) Committee on Labor Education and Research which shall prepare, adopt and implement labor education programs and activities that will promote the enlightenment of the members in the regard to the prevailing labor relations system, the provisions of the Constitution and the existing COA and all labor legislations rules, issuances and policies that directly or indirectly affect the members.
- d) Committee on Collective Negotiation which shall conduct research and gather all the data as may be necessary in collective bargaining negotiations. It shall assist the UNION negotiating panel in the preparation of all necessary papers, documents and materials in collective bargaining negotiations and in the administration of the existing collective negotiation agreement. Its Chairman shall be a member of the NBOT.
- e) Committee on Welfare which shall be responsible for the adoption and implementation of programs, projects and activities that will promote and protect the general welfare of the members.
- f) Committee on Ways and Means which shall be responsible for sourcing funds and other logistics necessary for the operation of the UNION.
- g) Infrastructure Committee which shall be responsible for the program of works for the Union.
  b) Committee an Plate 1 and 1
- h) Committee on Bids shall be responsible in enforcing policies and rules relative to transactions which are covered by NBOT Resolutions.

Other Committees may be created if deemed necessary to be approved by the NBOT.

Section 2. The National President shall appoint the Chairman from among the incumbent National officers and members of the standing committees, subject to the confirmation by the NBOT.

#### ARTICLE VIII MEETINGS OF THE UNION

Section 1. The UNION shall hold congress Annually. Notices of the meeting shall be sent out by the Secretary General at least 30 days prior to such congress by posting in conspicuous places, preferably inside Office premises and or through electronic means. The date, time and place for the Congress shall be determined by the NEO, subject to the approval of the NBOT. In a congress where election will be held, the National President shall issue a separate notice. There shall be at least three (3) island clustered assemblies for Luzon, Visayas and Mindanao.

The Clustered Assemblies shall be a venue to resolve all matters of local concerns in their respective island clusters which may be brought to the National Congress.

Section 2. There shall be a joint quarterly meeting of the NEO and the NBOT. The date and venue of the quarterly meetings shall be subject to the agreement of both.

Special and Emergency joint meetings of NEO and NBOT whenever necessary shall be called by the National President and/or the Chairman of the NBOT.

Section 3. Special or Emergency Meetings of the NBOT may be called by the Chairman, on his own, or upon the request of the President, in cases when such special meeting shall be necessary to thresh out or discuss urgent and important Union matters.

In the same manner, the National President may call similar meetings for the NEO.

Section 4. In regular joint quarterly meetings, the presence of a majority of the total members of the NEO and the NBOT shall constitute a quorum to discuss and decide on matters taken up as listed in the agenda.

Section 5. The Regional Executive Officers shall meet at least twice a year or as the need arises. A Regional Congress shall be held Annually or as may be agreed upon by REO.

Section 6. Any member who signed a petition for a special meeting and who fails to attend such special meeting called upon on the basis of said petition, shall be subject to disciplinary action by the REO.

#### ARTICLE IX UNION ELECTION

Section 1. There shall be an Ad Hoc Election Committee (ELECOM) to be created by the NBOT before any regular or special election. The functions of the ELECOM shall include the following:

- a) Adopt rules and regulations that will ensure honest, orderly, and peaceful elections, whether regular or special;
- b) Screen the qualifications of candidates;
- c) Rule on any question or protest regarding the conduct of the election, subject to the procedure that may be promulgated by the NBOT; and
- d) proclaim duly elected officers.

Section 2. The ELECOM shall be composed of a chairman and two members, all of whom shall be appointed by the NBOT.

Section 3. The ELECOM shall be automatically dissolved three (3) days after the duly elected officers are proclaimed.

Section 4. The regular election of officers of the UNION shall be held during the Congress or in a meeting called for the purpose, as the case may be.

Section 5. Candidates for elective positions must be members of the Union in good standing for a period of at least one (1) year on the date of the election.

A Certificate of Good Standing from the Committee on Memberships shall be secured prior to the filing of a certificate of candidacy.

Section 5.a. In Unit/Division Chapters, all union members in good standing shall be eligible to vote and be voted upon as Unit/Division Chapter Officers.

Section 5.b. In Regional Chapters, all Unit/Division Chapter Officers are eligible to vote and be voted upon as Regional Chapter Officers.

Each Unit/Division Chapter is entitled to ten (10) delegates composed of Division Chapter Officers for purposes of Election. In case the number of Officers is not sufficient, any member in that Division may be selected as a member of the electoral delegation. This delegation shall represent the union constituency in the elections. Delegates who are not Unit/Division Officers shall only vote for their desired candidates but cannot be nominated to any REO elective position.

Section 5.c. In the election of the elective NEO, all Regional Chapter Officers are eligible to vote and be voted upon in elective NEO positions.

Each Regional Chapter is entitled to thirty (30) delegates composed of Regional Executive Officers and Division Executive Officers for purposes of Election. In case the number of officers is not sufficient, any member in that Region may be selected as a member of the electoral delegation. This delegation shall represent the Regional union constituency in the elections. Delegates who are not Regional Executive Officers shall only vote for their desired candidates but cannot be nominated to any NEO elective position.

Section 6. Voting shall be by secret balloting. However, in cases where material time is of the issue, the ELECOM may modify the procedure in accordance with the duly promulgated rules.

The election shall be decided by a plurality of votes.

Section 7. Immediately after the proclamation, the duly elected officers shall meet to discuss among themselves about the schedule of the oathtaking ceremony and the turnover of all records and properties of the UNION to the new administration.

Section 8. The election of officers for Regional/Unit/Division Chapter Officers shall be held in a Congress/Meeting called for the purpose in accordance with the duly promulgated guidelines.

Section 9. If a Regional Executive Officer is elected as National President, he shall relinquish his previous positions.

#### ARTICLE X FEES, DUES, FINES, OTHER PAYMENTS, AND DISBURSEMENTS OF UNION FUNDS

Section 1. A membership fee of Two Hundred Pesos (Php200.00) shall be paid by an employee who signifies his/her intent to become a member of the UNION. The membership fee may be increased or decreased by a congress resolution.

Section 2. Every member shall pay monthly dues to the UNION in the amount of One Hundred Pesos (Php100.00) which shall be collected through checkoff deduction upon previous written authorization of the concerned member. Checkoff deduction shall be made payable directly to the Union to be immediately apportioned respectively at: a) Forty Percent (40%) to the National Union; b) Thirty Percent (30%) to the regional chapters; and c) Thirty Percent (30%) to the division or unit, for operational and other expenses. In addition to the monthly dues, an amount of Fifty Pesos (Php50.00) shall be collected from each member for Mutual Aid through checkoff deduction which shall be kept in a separate account of the national fund.

In the application of this provision, it is understood that the chapter has a complete set of officers and has opened its bank account whose signatories are the Regional/Division Chapter President and the Regional/Division Treasurer.

All the amounts and percentages herein provided may be amended by the Congress through a resolution.

Section 3. All amounts collected, except Mutual Fund, shall constitute as the General Fund of the UNION to be applied to the operational and organizational expenses of the UNION or for any purpose or object as may be authorized by the general membership in a written resolution adopted at a meeting duly called for the purpose by the National President or the NBOT.

Section 4. Every member, if necessary, shall contribute to the UNION such amount as may be fixed by the general membership through written resolution adopted at a meeting duly called for the purpose to be applied to or expended for any of the following:

- a) Labor education programs;
- b) Collective Negotiation Agreement;
- c) UNION members' welfare programs;



d) and such other programs and projects that will promote the interest and welfare of the UNION and the members.

Section 5. Special assessments or other extraordinary fees such as for payment of attorney's fees shall be made through NBOT Resolution.

Section 6. Any member who fails to pay his/her dues and other payments shall be subject to disciplinary action. In the event of sickness, leaves of absence without pay and other similar causes, the NEO may excuse non-payment or defer collection thereof at its discretion.

Section 7. All payments to the Union shall be evidenced by a receipt signed by the Treasurer or his duly authorized representative and shall be entered into the records of the UNION to be kept and maintained for the purpose.

Section 8. All expenditures of the UNION shall be evidenced by a receipt from the person to whom the payment is made which shall state the date, place and purpose of such payment. Such receipt shall form part of the financial records of the UNION.

Section 9. The books of accounts and other records of the financial activities of the UNION may be opened for inspection only upon formal written request by any officer or member and duly approved by the National President anytime during office hours if deemed necessary.

The National President may deny any request for inspection when it is inimical to the best interest of the UNION.

Section 10. UNION Funds shall be deposited in a reputable bank in the name of the Union and withdrawal from such fund may only be done by the concurring signatures of the National President and the Treasurer.

#### ARTICLE XI DISSOLUTION OF UNION

Section 1. In the event of UNION dissolution, the UNION members shall enjoy equity to the UNION properties.

## ARTICLE XII QUORUM AND RULES OF ORDER

Section 1. Except when a greater proportion is required herein or by law, a majority vote shall prevail at meetings and deliberations of the UNION. A majority of the members of the UNION shall constitute a quorum to officially transact any business.

In a meeting called for the purpose, when quorum is not met, the present officers may still proceed to the holding of the meeting subject to the concurrence of the remaining officer/s to constitute quorum to make the business binding/official.

Section 2. Meetings of the UNION shall, whenever practicable, be governed by the Roberts' Rules of Order.

#### ARTICLE XIII COLLECTIVE NEGOTIATION

Section 1. The collective negotiation for and in behalf of the general membership shall be undertaken by the designated negotiating panel duly constituted by the NBOT.

Section 2. The ratification of the Collective Negotiation Agreement resulting from the bargaining negotiations shall be subject to existing rules and regulations.

#### ARTICLE XIV SETTLEMENT OF INTERNAL DISPUTES

Section 1. Disputes involving Union members or its officers shall be made in writing and submitted to the National President who, after finding it proper in form and substance, shall refer it to the grievance committee.

Section 2. After proper evaluation of evidence submitted, the Committee on Grievance shall render its written decision on the dispute within three days from termination of the hearing.

Section 3. Decisions of the Committee on Grievance shall become final unless appealed to the NBOT within fifteen days from receipt of a copy of the decision. The decision of the NBOT shall be final and executory.

#### ARTICLE XV IMPEACHMENT

Section 1. Any of the following shall be a ground for the impeachment of an elected UNION officer:

- a) Committing or causing the commission directly or indirectly of acts against the interest and welfare of the UNION;
- b) Malicious attack against the UNION, its officers or against fellow UNION officers or members;
- c) Gross misconduct of a UNION officer detrimental to the UNION;
- d) Misappropriation of UNION funds. This is without prejudice to the filing of an appropriate criminal or civil action against the responsible officer or officers by any interested party;

- e) Culpable violation of any provision of this Constitution or rules, regulations, resolutions and decisions of the UNION;
- f) Willful refusal to discharge the function of the office without any valid or legal reasons; and,
- g) Gross negligence of duty.

Section 2. The following procedure shall govern impeachment proceedings:

- a) Impeachment proceedings may be initiated by members through a petition of at least thirty percent (30%) of the total number of bonafide members of which every region must be represented by at least thirty percent (30%) or fifty percent (50%) of the NBOT.
- b) UNION officer against whom impeachment charges have been filed shall be given ample opportunity to defend himself.
- c) A unanimous vote of all the members of the NBOT is required to impeach a Union officer.
- d) The impeached UNION officer shall ipso facto be considered resigned or ousted from office and shall perpetually no longer be eligible for election or appointment to any position in the UNION.
- e) The decision of the impeachment body shall be final and executory.

Section 3. The following procedure shall govern impeachment proceedings in Regional Chapters:

- a) Impeachment proceedings may be initiated by members through a petition of at least thirty percent (30%) of the total number of bonafide members of which every division must be represented by at least thirty percent (30%).
- b) UNION officer against whom impeachment charges have been filed shall be given ample opportunity to defend himself.
- c) A unanimous vote of all the members of the REO is required to impeach Regional Chapter Officer.
- d) The impeached UNION officer shall ipso facto be considered resigned or ousted from office and shall perpetually no longer be eligible for election or appointment to any position in the UNION.

The decision of the impeachment body shall be final and executory.

The following procedure shall govern impeachment proceedings in Unit/Division Chapters:

- a) Impeachment proceedings may be initiated by members through a petition of at least thirty percent (30%) of the total number of bonafide members.
- b) UNION officer against whom impeachment charges have been filed shall be given ample opportunity to defend himself.
- c) A two-thirds (2/3) vote of all the members of the DEO is required to impeach a Unit/Division Chapter Officer.
  d) The impeach officer.
- d) The impeached UNION officer shall ipso facto be considered resigned or ousted from office and shall perpetually no longer be eligible for election or appointment to any position in the UNION.

The decision of the impeachment body shall be final and executory.

## ARTICLE XVI FISCAL YEAR

Section 1. The Union's fiscal year shall commence on January 1st and shall end on December 31st every year.

## ARTICLE XVII AMENDMENTS

Section 1. Any amendment to this Constitution may be initiated by the NEO/NBOT or upon formal petition signed by at least ten percent (10%) of the total number of bonafide members of which every region must be represented by at least ten percent (10%).

Section 2. All amendments shall become final upon ratification by two-thirds (2/3) vote of the Congress of the UNION or through a referendum.

## ARTICLE XVIII TRANSITORY PROVISION

Section 1. Existing Interim Officers of the Union at the time of the ratification of the amendments to this Constitution shall continue to serve the UNION in their capacities as UNION officers until their replacement.

Positions affected by this amendment are deemed terminated.

In case of created positions brought about by this amendment, the same shall be filled in accordance with the existing provisions of this Constitution.

Those REO who were elected during clustered assemblies shall serve as interim officers until replaced by election or appointment by the NEC/NBOT.

## ARTICLE XIX EFFECTIVITY

Section 1. This Constitution and the amendments thereto shall take effect on the day following its ratification.

Adopted and ratified this 12th day of December, 2018 at Crown Legacy Hotel, Kisad

Certified Correct: EFREN LL. ALCERA Secretary General

Attested:

 $\mathbb{P}^{\mathbb{P}^{2}}$ 

JOHNNY G. BALAWAG Chairman, NBOT 12<sup>th</sup> National Congress Presiding Officer

Noted:

ATTY. DOMINGO B. ALIDON National President, DepEd NEU





Republika ng Pilipinas

## Kagawaran ng Edukasyon

Tanggapan ng Pangalawang Kalihim

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

19 February 2022

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

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

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

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

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

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

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

For information and compliance.



Undersecretary for Field Operations







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

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

#### DEPARTMENT OF EDUCATION 2021 COLLECTIVE NEGOTIATION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This **COLLECTIVE NEGOTIATION AGREEMENT (CNA)** is entered into by and between:

The **DEPARTMENT OF EDUCATION (DepEd)**, the education policy and program development agency of the government duly organized and established by virtue of Republic Act 9155, with principal office address at DepEd Complex, Meralco Avenue, Pasig City, duly represented in this Agreement by its Secretary, **LEONOR MAGTOLIS BRIONES**, hereinafter referred to as the "**DEPARTMENT**";

-and-

The **DEPARTMENT OF EDUCATION NATIONAL EMPLOYEES' UNION** (**DepEd-NEU**), a duly-registered and existing public sector union and duly-accredited as the sole and exclusive collective negotiating agent for all non-academic rank-andfile employees of the **DEPARTMENT** nationwide with principal office address at Room 306 Dormitory E, DepEd Complex, Meralco Avenue, Pasig City, duly represented in this Agreement by its National President, **ATTY. DOMINGO B. ALIDON**, hereinafter referred to as the "**UNION**".

#### WITNESSETH:

WHEREAS, the DepEd-NEU with Certificate of Registration No. 1737 issued on August 14, 2009 by the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC) and duly-accredited by the CSC on August 28, 2012, with Accreditation No. 862, as the sole and exclusive collective negotiating agent for all non-academic rank-and-file employees of the **DEPARTMENT** as herein defined under Article II;

WHEREAS, the 1987 Constitution of the Republic of the Philippines grants to government workers the right to form Unions and to collective negotiations under the following provisions:

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

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

3. Art. XIII, Sec. 3. "The state shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all";

The state shall guarantee the rights of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with law. The workers shall be entitled to security of tenure, humane conditions of work and a living wage. They shall also participate in policyand decision-making processes affecting their rights and benefits as may be provided by law.

WHEREAS, Article V, Section 13, Executive Order No. 180, issued on June 01, 1987, provides that the terms and conditions of employment or the improvements thereof, except those that are fixed by law, may be subject of negotiations between duly recognized employees' organizations and appropriate government authorities;

WHEREAS, the DEPARTMENT recognizes the right of the employees to selforganization and collective negotiations;

WHEREAS, the UNION is duly-accredited as the sole and exclusive collective negotiating agent for all non-academic rank-and-file employees of the DEPARTMENT as herein defined under Article II;

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

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

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

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

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

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

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

WHEREAS, the DEPARTMENT and the UNION have mutually agreed to promote a working environment that is conducive to a harmonious relationship between them, a partnership that enhances employees' welfare and productivity, and a relationship that contributes to effective and efficient public service.

#### ARTICLE I DECLARATION OF PRINCIPLES

#### Section 1. RECOGNITION OF WORKERS' RIGHTS

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

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

The **DEPARTMENT** shall adhere to Article 4, Part II and Article 7, Part III of the ILO Convention 151 (1978) on the Protection of the Right to Organize of Public Service Employees; Articles (2)(3)(10), Part 1 and Article (11), Part 2 of ILO Convention 98 on the Right to Organize and Collective Bargaining (1949); Article (20)(1) of the Universal Declaration of Human Rights, **guarantee** the rights of workers to freedom of peaceful assembly and association.

#### Section 3. NON-INTERFERENCE IN UNION ACTIVITIES

The **DEPARTMENT** shall in no case directly or indirectly interfere with the establishment, operation or administration of the UNION through acts designed to place the latter under its control, provided that the activities are in accordance with the CNA and in compliance with existing laws, rules and regulations.

#### Section 4. UNION RECOGNITION OF THE DEPARTMENT'S AUTHORITY

The **UNION** recognizes and respects the authority of the **DEPARTMENT** in the implementation of existing laws governing the terms and conditions of employment in the government; implementation of office policies, guidelines, procedures, rules and regulations on such personnel actions as hiring, promotion, reassignment, termination as a result of disciplinary action; and providing and sustaining employee welfare and benefits authorized by law. The **DEPARTMENT** shall exercise at all times sound

discretion and prerogative in accordance with law, and subject to existing rules and regulations including the provisions herein set forth.

#### Section 5. ADHERENCE TO LAWS, RULES AND REGULATIONS

The activities of the **UNION** shall be in consonance with its purposes, existing laws and regulations, and shall be consistent with the duty of government employees to provide efficient, effective and dependable public service.

#### Section 6. PROMOTION OF HARMONIOUS RELATIONSHIP

The **DEPARTMENT** and the **UNION** shall promote a progressive and harmonious relationship and uphold the letter and spirit of this Agreement.

#### ARTICLE II SCOPE OF COVERAGE

The **DEPARTMENT** and the **UNION** hereby agree that this Collective Negotiation Agreement (CNA) covers all non-academic rank-and-file employees of the DepEd whose plantilla positions are listed in Annex "A".

It is understood that non-academic rank-and-file employees covered in this Agreement are those assigned in all organic units of the DepEd, including the Office of the Secretary Proper, all offices in the Central Office, Staff Bureaus, all the Services/Centers, Regional/Division/District Offices, and all public elementary and secondary schools nationwide.

#### ARTICLE III DEFINITION OF TERMS

#### Section 1. MEMBERSHIP FEE

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

#### Section 2. UNION DUES

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

#### Section 3. AGENCY FEE

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

#### ARTICLE IV UNION RECOGNITION

#### Section 1. UNION AS SOLE AND EXCLUSIVE NEGOTIATING AGENT

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The **DEPARTMENT** recognizes the **UNION** as the sole and exclusive collective negotiating agent for all non-academic rank-and-file employees of the Department of Education as defined under Article II hereof.

Pursuant to Section 10 Article IV of Executive Order 180, the **DEPARTMENT** shall deal only with the **UNION** on all matters and issues affecting the rights, benefits and interests of all covered non-academic rank-and-file employees as defined under Article II hereof, during the effectivity of this Agreement.

#### Section 2. NON-DISCRIMINATION

The **DEPARTMENT** shall not discriminate against any employee due to, or because of, his/her membership with the **UNION**, or actions done consistent with this Agreement.

#### Section 3. OFFICIAL TIME OFF

Subject to the exigencies of the service and the usual notification requirements, the **DEPARTMENT** shall allow the **UNION** officers to attend the following activities **On Official Business**:

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

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- a. Twenty (20) calendar days for NEO and NBOT;
- b. Fifteen (15) calendar days for COEO and REO; and
- c. Ten (10) calendar days for DEO.

#### 3.1. National and International Trade Union Activities

Only NEO/NBOT may attend these activities. Those allowed to join, however, are obliged to submit a report to the **DEPARTMENT** as reference for policy formulation/revision or decision-making. However, in the event that no NEO/NBOT is available for a certain activity, the National President may designate from among **UNION** members as delegate.

#### Section 4. FLEXIBLE WORK SCHEDULE

The **DEPARTMENT** shall allow all non-academic rank-and-file employees to enjoy a flexi-time work schedule with grace period subject to the guidelines provided in DepEd Order No. 23 s. 2018 or in recent CSC issuance and other laws.

#### Section 5. PAYMENT OF OVERTIME SERVICES

The **DEPARTMENT** shall pay overtime services of drivers and immediate staff of Third Level DepEd officials for services rendered beyond the eight-hour regular office hours, exclusive of one hour break time, when such employees are required to keep the same working hours as their superiors pursuant to Section 280 (i) of the Government Accounting and Auditing Manual (GAAM), and in accordance with existing policies issued and future issuances to be issued by the Commission on Audit, Department of Budget and Management, Civil Service Commission and this Department.

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#### Section 6. UNION FACILITIES AND EQUIPMENT

#### 6.1 Service Vehicle

The **DEPARTMENT** shall allow use of a service vehicle by the **UNION**'s officers at the Central, Regional, Division and School levels, subject to the guidelines to be crafted jointly by both parties, in accordance with DBM National Budget Circular No. 548 on the Grant of Representation and Transportation Allowances (RATA) and DBM Budget Circular No. 2017-1 on the Revised Guidelines on the Acquisition and Use of Government Motor Vehicles.

#### 6.2 Office Space with Furniture, Fixtures and Equipment

The **DEPARTMENT** shall provide the **UNION** with accessible, adequate, and secured office space/room for its offices in the Central Office and Regional Offices as well as an adequate space/room in the Division Offices. Furniture, fixtures and equipment listed in Annex "B", available in the DepEd inventory, shall be provided and



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

#### 6.3 Operating and Maintenance Expenses

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

#### Section 7. AUTOMATIC PAYROLL DEDUCTION SYSTEM (APDS)

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

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

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

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

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

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

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

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

Section 8. AGENCY FEES

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

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

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

#### Section 9. TRANSIENT QUARTERS

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

#### Section 10. PERSONNEL QUARTERS

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

#### Section 11. FUND RAISING ACTIVITIES

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

#### Section 12. UNION FINANCIAL REPORT

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

#### Section 13. UNION REPRESENTATION

The **DEPARTMENT** shall ensure **UNION** representation at the Central, Regional/Division and school levels, in all of the following DepEd existing committees or bodies concerning employees' rights and welfare, including those that may be subsequently formed or established by the **DEPARTMENT**, as prescribed or specified in CSC policies, rules and regulations:

#### 13.1 Personnel Selection Board (PSB)

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

- 13.2 Personnel Development Committee
- 13.3 Program on Awards and Incentives for Service Excellence (PRAISE)
- 13.4 Grievance Committee
- 13.5 Provident Fund (PF) Board of Trustees
- 13.6 National Performance Review and Evaluation Committee
- 13.7 Uniform/Clothing Committee
- 13.8 Freedom of Information (FOI) Implementation Committee
- 13.9 Gender and Development (GAD) Committee
- 13.10 Integrity Circle

13.11 Special or Ad Hoc Committees involving non-academic rank-and-file employees and those which may be created, including but not limited to those which affect reorganization, staffing, placement, sports, cultural, recreational, anniversary, Christmas celebrations.

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

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

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

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

#### Section 14. TRANSPARENCY

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

The **UNION** shall also be allowed to act as unofficial observer in public biddings and awards on procurement involving non-academic rank-and-file employees' welfare/benefits, pursuant to the provision of DepEd Order No. 59, s. 2007.

The **DEPARTMENT** and the **UNION** agree to maintain a well-informed workplace to be more effective in the fulfillment of their respective mandates. Thus, the **DEPARTMENT** shall institutionalize social dialogue and FOI committee activities.

#### Section 15. SUBMISSION OF UNION OFFICERS' ROSTER

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

#### Section 16. ROSTER OF DEPARTMENT PERSONNEL

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

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

#### Section 17. FINANCIAL REPORTS AND OTHER REFERENCES

The **DEPARTMENT** shall furnish the **UNION** with copies of Financial Reports on the following:

- 1. Provident Fund
- 2. Annual DepEd Budget
- 3. Fund Utilization
- 4. COA Audit Report

#### Section 18. DISSEMINATION OF DEPED ISSUANCES

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

#### Section 19. ORIENTATION ON PUBLIC SECTOR UNIONISM

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

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

#### Section 20. CNA PRINTING

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

#### Section 21. REPRESENTATION IN ADMINISTRATIVE PROCEEDINGS

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



#### ARTICLE V RECRUITMENT, PROMOTION AND TERMINATION

#### Section 1. ADHERENCE WITH CSC POLICIES ON PERSONNEL ACTION

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

#### Section 2. NEXT-IN-RANK SYSTEM

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

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

#### Section 3. OPPORTUNITY TO BE HIRED AS REGULAR EMPLOYEE

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

#### ARTICLE VI ECONOMIC BENEFITS

#### Section 1. YEAR-END CNA INCENTIVE

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

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

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

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

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

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

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

Implementation of this provision shall be governed by DBM Budget Circular Nos. 2006-1 and 2011-5 and such other issuances of the DBM for the purpose.

A Joint Technical Working Group shall be created upon effectivity of this CNA to be composed of three (3) to five (5) representatives from each party, to formulate and promulgate criteria, guidelines and mechanism for the determination of the CNA incentive and monitoring and evaluation of the cost-cutting measures undertaken in accordance with this CNA.

For purposes of this Agreement, all rank-and-file nonacademic employees of the **DEPARTMENT**, including officers in the third level positions, are covered in the implementation of this Agreement pursuant to Item (4)(h)(ii)(aa) of the Senate and House of Representatives Joint Resolution No. 4, Series of 2009 approved on June 17, 2009.

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

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

#### Section 2. YEAR-END GROCERIES/GIFT CERTIFICATES

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

#### Section 3. EMPLOYMENT SEVERANCE TOKENS

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

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

#### Section 4. LOYALTY AWARD

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

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

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

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

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

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#### Section 6. SERVICE AND RELIEF EFFORTS DURING DISASTER

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

#### Section 7. QUARANTINE FACILITY/ISOLATION AREA DURING PANDEMIC

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

#### Section 8. UNION LEAVES

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

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

Section 9. FUNDING FOR ATHLETIC, CULTURAL, PHYSICAL AND MENTAL FITNESS ACTIVITIES

The **DEPARTMENT** shall provide the necessary funds to be utilized for athletic and cultural activities in accordance with the provisions of the General Appropriations Act.

The **UNION**, in collaboration with the Employee Welfare Division (EWD) and its counterpart office in the Regional and Division Offices shall formulate a Physical and Mental Fitness Program in accordance with CSC MC No. 38, s. 1992 and CSC MC No. 6, s. 1995 as reiterated by CSC MC No. 8, s. 2011. The **DEPARTMENT** shall ensure involvement of the **UNION** in planning and implementing all Physical and Mental Fitness Programs.

#### Section 10. SHUTTLE BUS/VEHICLE SERVICE

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

#### Section 11. VEHICLE FOR EMERGENCY USE

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

#### Section 12. REIMBURSEMENT OF LEGAL EXPENSES

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

#### ARTICLE VII BENEFITS AND PROGRAMS ON WELFARE AND DEVELOPMENT

#### Section 1. PAYMENT OF BENEFITS AND ASSISTANCE TO RETIREES

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

The **DEPARTMENT** shall provide a pre-retirement counseling to all retiring employees. It shall allow employees who are about to retire to be considered on official time at least one month prior to their last day of service to enable them to secure the required documents/clearances from the **DEPARTMENT** and other government agencies.

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

#### Section 2. DAY CARE FACILITIES

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

#### Section 3. NON-SECTARIAN PRAYER ROOM OR WORSHIP HALL

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

#### Section 4. EXPENSES FOR CONTINUING PROFESSIONAL DEVELOPMENT

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

#### ARTICLE VIII IMPLEMENTATION AND MONITORING SCHEME

#### Section 1. UNION-MANAGEMENT COORDINATING COMMITTEE

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

- 1. Monitor the implementation of this CNA, and report issues or problems relative thereto in the Central, Regional/Division Offices and Schools nationwide.
- 2. Recommend solutions to controversies or conflicts arising from the interpretations and/or enforcement of this Agreement.
- 3. Disseminate this CNA to all concerned employees.
- 4. Convene once every quarter or as the need arises at such place and time agreed upon by the parties.

#### ARTICLE IX ENTIRETY AND MODIFICATION CLAUSE

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The **DEPARTMENT** and the **UNION** agree that the terms and provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter herein stipulated. Both parties agree that all terms have been discussed during the negotiations leading to this Agreement and, therefore agree that negotiations will not be reopened on any item during the life of this Agreement, except by mutual consent in writing or as otherwise provided herein.

#### ARTICLE X EFFECTIVITY AND CONTINUITY CLAUSE

#### Section 1. EFFECTIVITY

this

This Agreement shall be effective on 01 May 2021, subject to the ratification by majority of the non-academic rank-and-file employees in the **DEPARTMENT** and shall remain in full force and effect for a period of three (3) years.

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

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

#### Section 2. IMPLEMENTING GUIDELINES

Within one (1) month from the date of effectivity of this Agreement, the **DEPARTMENT** and the **UNION** through the created UMCC shall formulate any or all the necessary guidelines in the implementation of the provisions herein contained which shall be presented to both parties for approval.

The process of formulation and pending the guidelines for selected provisions of this CNA and its registration with the CSC shall not prevent both parties from implementing the other provisions of this Agreement.

#### Section 3. RENEGOTIATION AND FREEDOM PERIOD

Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this Agreement for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of the other party's rights during the freedom period, the provisions of this Agreement shall remain in force and effect until a new Collective Negotiation Agreement shall have been concluded and executed by the parties.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement, \_\_\_\_\_day of \_\_\_\_\_\_, 2021 in <u>Pasig City</u>, Philippines. FOR THE DEPARTMENT OF EDUCATION:

LEONOR MAGFOLIS BRIONES Secretary of Education

FOR THE DEPED-NATIONAL EMPLOYEES' UNION:

ATTY. DOMINGO B. ALIDON National President

Signed in the presence of

ALAIN DEL B. PASCUA Undersecretary,

ATTY. REVSEE A. ESCOBEDO Undersecretary

JOHNNY G. BALAWAG Chairman, NBOT

EFREN LL. ALCERA Secretary General

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) PASIG CITY, METRO MANILA ) S.S.

BEFORE ME, a Notary Public, for and in the City of Pasig, Metro Manila, this 0 5 MAY 2021, \_\_\_\_, personally appeared:

Name

Valid Government ID#

Date & Place of Issue

LEONOR MAGTOLIS BRIONES

ATTY. DOMINGO B. ALIDON

Known to me and to me known to be the same persons who executed the foregoing COLLECTIVE NEGOTIATION AGREEMENT and acknowledged to me that the same is their free and voluntary act and deed and of the organizations they duly represent.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal on the date and at the place first above written.

Doc. No. <u>524</u>; Page No. <u>106</u>; Book No. <u>1</u>; Series of 2021 ATTY. ALEREDO S. TAYAO JR. Notary Public Until Dec. 31, 2021 Notarial Commission No. <u>199 (2020-2027)</u> Attorney's Roll No. 74227 - Date July 8, 2020 IBP No. <u>137429</u> 14 2021 PTR No. <u>7224 257</u> 18 2021 MCLE Compliance No. <u>permet. 2014</u> Dec Pretty

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- 1 . Accountant I
- 2 . Accountant II
- 3 . Accountant III
- 4 Accountant IV
- 5 . Accounting Analyst
- 6 . Accounting Clerk II
- 7 . Administrative Aide I
- 8 . Administrative Aide II
- 9 . Administrative Aide III
- 10 . Administrative Aide IV
- 11 . Administrative Aide V
- 12 . Administrative Aide VI
- 13 . Administrative Assistant I
- 14 . Administrative Assistant II
- 15 . Administrative Assistant III
- 16 . Administrative Assistant IV
- 17 . Administrative Assistant V
- 18 . Administrative Assistant VI
- 19 . Administrative Officer I
- 20 . Administrative Officer II
- 21 . Administrative Officer III
- 22 . Administrative Officer IV
- 23 . Administrative Officer V
- 24 . Agriculturist I
- 25 . Agriculturist II
- 26 . Aquacultural Technician I
- 27 . Aquaculturist I
- 28 . Architect II
- 29 Architect III
- 30 . Artist-Illustrator II
- 31 . Assistant Schools Division Superintendent
- 32 . Assistant Teachers Camp Superintendent
- 33 . Attorney I
- 34 . Attorney II
- 35 . Attorney III
- 36 . Attorney IV
- 37. Attorney V
- 38 . Board Secretary II
- 39 . Bookkeeper
- 40. Cash Clerk I
- 1 . Cashier I

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- 42 . Cashier II
- 43 . Chief Accountant
- 44 . Chief Administrative Officer
- 45 . Chief Education Program Specialist
- 46 . Chief Education Supervisor
- 47 . Chief Health Program Officer
- 48 . Cinematographer I
- 49 . Clerk I
- 50 . Clerk II
- 51 . Clerk III
- 52 . Computer File Librarian I
- 53 . Computer File Librarian II
- 54 . Computer Maintenance Technologist I
- 55 Computer Maintenance Technologist III
- 56 . Computer Programmer II
- 57 Computer Programmer III
- 58 . Construction and Maintence Man
- 59 . Cook I
- 60 . Copy Reader
- 61. Coxswain
- 62 . Crafts Education Demonstrator I
- 63 . Crafts Education Demonstrator II
- 64 . Creative Arts Specialist I
- 65 . Creative Arts Specialist II
- 66 . Dental Aide
- 67 . Dentist I
- 68 . Dentist II
- 69 . Dentist III
- 70 . Department Assistant Secretary
- 71 . Department Legislative Liaison Specialist
- 72 . Department Secretary
- 73 . Department Undersecretary
- 74 . Director II
- 75 . Director III
- 76 . Director IV
- 77 . Disbursing Officer I
- 78 . Disbursing Officer II
- 79 . Dormitory Manager |
- 80 Dormitory Manager II
- 81 . Dormitory Manager IV
- 82 . Draftsman I
- 83 . Draftsmant II
- 84 . Driver I

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- 85 . Education Program Specialist I
- 86 . Education Program Specialist II
- 87. Education Program Supervisor
- 88 . Education Research Assistant II 89 . Engineer I
- 90 . Engineer II
- 91 . Engineer III
- 92 . Engineer IV
- 93 . Engineer V
- 94 Executive Assistant I
- 95 . Executive Assistant II
- 96 . Executive Assistant III
- 97 . Executive Assistant IV
- 98 . Executive Assistant V
- 99 . Executive Director II
- 100 . Farm Worker I
- 101 . Fisherman
- 102 . Guesthouse Caretaker
- 103 . Guidance Coordinator I
- 104 . Guidance Coordinator II
- 105 . Guidance Coordinator III
- 106 Guidance Councilor I
- 107 Guidance Councilor II
- 108 Guidance Councilor III
- 109 Guidance Services Specialist I
- 110 Guidance Services Specialist II
- 111 . Handicraft Worker |
- 112 . Handicraft Worker II
- 113 Head Executive Assistant
- 114 . Health Education and Promotion Officer I
- 115 . Health Education and Promotion Officer II

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- 116 . Health Education and Promotion Officer III
- 117 . Heavy Equipment Operator I
- 118 . Houseparent I
- 119 . Human Resource Management I
- 120 . Human Resource Management II
- 121 . Information Systems Analyst II
- 122 Information Systems Analyst III
- 123 Information Systems Researcher III
- 124 . Information Technology Officer I
- 125 . Information Technology Officer II
- 126 . Information Technology Officer III
- 127. Internal Auditing Assistant

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128 . Internal Auditor I 129 . Internal Auditor II 130 . Internal Auditor III 131 . Internal Auditor IV 132 . Internal Auditor V 133 . Laboratory Technician I 134 . Legal Aide 135 . Legal Assistant I 136 . Legal Assistant II 137 . Librarian I 138 . Librarian II 139 . Librarian III 140 . Light Equipment Operator 141 . Marine Engineman | 142 . Master Fisherman I 143 . Mechanic I L 144 . Mechanic II 145 . Mechanical Plant Operator I 146 . Medical Officer II 147 . Medical Officer III 148 . Medical Officer IV 149 . Metal Worker I 150 . Nurse I 151 . Nurse II 152 . Nurse Maid I 153. Nursing Attendant I 154 . Nutritionist-Dietitian I 155 . Nutritionist-Dietitian II 156 Nutritionist-Dietitian III 157. Photoengraver II 158 . Planning Officer I 159 . Planning Officer II 160 . Planning Officer III 161 Planning Officer IV 162 Planning Officer V 163 . Printing Foreman 164 . Project-Development Assistant 165 . Project Development Officer I 166 . Project Development Officer II 167 . Project Development Officer III

- 168 . Project Development Officer IV
- 169 . Project Development Officer V

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- 170 . Project Evaluation Officer IV
- 171 . Proofreader I
- 172 . Proofreader II
- 173 . Psychologist I
- 174 . Public Schools District Supervisor
- 175 . Publication Production Supervisor
- 176 . Records Officer II
- 177 Registrar I
- 178 . Registrar II
- 179 . Reproduction Machine Operator I
- 180 . School Farm Demonstrator
- 181 . School Farming Coordinator I
- 182 . School Farming Coordinator II
- 183 . School Farming Coordinator III
- 184 . Schools Division Superintendent
- 185 . School Librarian I
- 186 . School Librarian II
- 187 . School Librarian III
- 188 . Science Research Assistant
- 189 . Science Research Specialist II
- 190 . Science Research Technician I
- 191 . Science Research Technician II
- 192 . Science Research Technician III
- 193 . Science Research Technician IV
- 194 . Scriptwriter I
- 195 . Security Guard I
- 196 . Security Guard II
- 197 . Security Guard III
- 198 . Security Officer I
- 199 . Senior Administrative Assistant I
- 200 . Senior Administrative Assistant II
- 201 . Senior Administrative Assistant III
- 202 . Senior Administrative Assistant V
- 203 . Senior Bookkeeper
- 204 . Senior Education Program Specialist
- 205 . Senior Health Program Office
- 206 . Senior Science Research Specialist
- 207 . Social Welfare Officer I
- 208 Special Investigator II
- 209 Special Investigator III
- 210 . Statistician Aide
- 211 . Statistician I
- 212 . Statistician II

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- 213 . Statistician III
- 214 . Supervising Administrative Officer
- 215 . Supervising Education Program Specialist
- 216 . Supervising Health Program Officer
- 217 . Supply Officer I
- 218 . Supply Officer II
- 219 . Teacher Credentials Evaluator I
- 220 . Teacher Credentials Evaluator II
- 221 Teacher Credentials Evaluator III
- 222 . Teachers' Camp Superintendent
- 223 . Teaching-Aids Specialist
- 224 . Technical Education and Skills Development Analyst
- 225 . Typesetter II
- 226 . Utility Foreman
- 227 . Utility Worker
- 228 . Vocational Instruction Supervisor I
- 229 . Vocational Instruction Supervisor II
- 230 . Vocational Instruction Supervisor III
- 231 . Vocational Placement Coordinator
- 232 . Vocational School Superintendent
- 233 . Warehouseman III
- 234 . Watchman I
- 235 . Watchman II