

# COLLECTIVE NEGOTIATION AGREEMENT (C N A)

*between the*

**UNIVERSITY OF THE PHILIPPINES (UP)**

*and the*

**ALL U.P. WORKERS UNION (AUPWU)**

# COLLECTIVE NEGOTIATION AGREEMENT (C N A)

This is a Collective Negotiation Agreement (C N A) 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 (otherwise known as the U.P. Charter of 2008), with principal office address at Quezon Hall, UP Diliman, Quezon City, represented by its President, **ANGELO A. JIMENEZ**, hereinafter referred to as the "UNIVERSITY";

-and-

The ALL U.P. WORKERS UNION, a legitimate public sector labor organization with DOLE-CSC Registration Certification No. 048 dated 08 April 1988 which has the status of a duly certified and accredited sole and exclusive negotiating agent of all rank-and-file administrative employees of the UNIVERSITY, with office address in UP Diliman, Quezon City, represented by its President, **JOSSEL I. EBESATE**, 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 (1987), Executive Order No. 292 (otherwise known as the Administrative Code of 1987) and the relevant implementing rules, circulars, and guidelines issued by the Public Sector Labor-Management Council (PSLMC), Civil Service Commission (CSC), Department of Budget and Management (DBM), and other concerned authorities, 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 agency;

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;

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WHEREAS, the UNIVERSITY and the UNION recognize that the UNIVERSITY's Board of Regents, pursuant to Section 13 (k) and (m) of the U.P. Charter has the independent power and discretion to determine the hours of service of faculty and staff, and such other terms and conditions of employment as it may deem proper, including to grant leave of absence under such regulations as it may promulgate; and to authorize the use or disbursement of incomes generated by the UNIVERSITY, among others, for the professional growth and development, health, welfare, and other benefits of employees, any other provisions of law to the contrary notwithstanding;

WHEREAS, in 2020, the UNIVERSITY and the UNION entered into a Collective Negotiation Agreement (CNA), with an intended validity period of five (5) years, from April 27, 2020, to April 26, 2025;

WHEREAS, pursuant to PSLMC Resolution No. 2, Series of 1991, which limits the lifetime of CNAs to a maximum of three (3) years, the CNA's effective period was shortened to cover only the three-year term from December 12, 2020 to December 11, 2023;

WHEREAS, within sixty (60) days prior to end of effectivity of the CNA, and there being no petition for certification election challenging its representation status, the UNION submitted proposals for a mid-term renegotiation to the UNIVERSITY;

WHEREAS, after resuming negotiations, the UNIVERSITY and the UNION have agreed to work together to 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;

WHEREAS, after extensive consideration and thorough discussion, the UNIVERSITY and the UNION have mutually agreed to uphold the terms and conditions outlined in the previous CNA as the basis for their continued collaboration and working relationship;

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 employees to security of tenure, a just and decent salary, humane terms and conditions of employment and career development. The UNIVERSITY should endeavor to obtain approval from the government of sufficient plantilla items. They shall work together to continuously promote, enhance and respect these rights within the context of fulfilling the UNIVERSITY's role and responsibility as the country's national university.

**Section 2.** The UNIVERSITY and the UNION shall observe national policies as well as international conventions or instruments that the Philippines has ratified regarding the right of workers to self-organization, collective 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.

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

**Section 5.** The UNION and the UNIVERSITY shall strive to improve the compensation and benefits package of UP employees. The UNION and the UNIVERSITY shall support each other's efforts to achieve common goals.

**Section 6.** 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.

The UNION shall be involved or consulted in the formulation of policies, plans and programs affecting the rights, career development, welfare, and benefits of employees. Involvement or 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 Human Resource Merit Promotion and Selection Board (HRMPSB) or, at the discretion of the UNIVERSITY, through specialized *ad hoc* bodies.

**Section 7.** The UNIVERSITY and the UNION agree that there shall be no discrimination against any U.P. employee in relation to matters covered by this agreement on the basis of sex, creed, civil status, sexual orientation and gender identity, political or religious affiliation or belief, and age (other than the normal provisions relating to retirement).

**Section 8.** The UNIVERSITY and the UNION believe in the fundamental equality between and among all employees regardless of sex or gender orientation or preferences. They commit to the eradication of all forms of discrimination, and to recognize the vital role of collective negotiations in pursuing their commitment toward a truly gender-responsive UNIVERSITY.

**Section 9.** The UNIVERSITY and the UNION support the UNIVERSITY's mandate, and recognize that part of the duties and responsibilities of employees is to support the admissions process to enhance the access of disadvantaged students, such as indigenous peoples, poor and deserving students, including but not limited to valedictorians and salutatorians of public high schools, and students from depressed areas, to its programs and services.<sup>1</sup>

## ARTICLE II COVERAGE

**Section 1.** The parties agree that this CNA 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 2004<sup>2</sup>, or those functions that 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 and Units: UP System offices, UP Diliman (and the UP Diliman Extension Program in Pampanga); UP Los Baños (and the extension units in the UP Center for Agricultural Research and Training, La Granja, La Carlota City), UP Manila (and the extension units of the UP School of Health Sciences (SHS) in Palo, Leyte; Koronadal City, South Cotabato; and Baler, Aurora), UP

<sup>1</sup> Reference: This provision is from Section 9, UP Charter (RA 9500, 2008).

<sup>2</sup> PSLMC Resolution No. 2, series of 2004 "Approving and Adopting the Amended Rules and Regulations Governing the Right of Government Employees to Organize"

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Visayas, UP Tacloban College, UP Open University, UP Mindanao, UP Baguio, UP Cebu, UP PGH; and other units that 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. Faculty
- j. Academic Division Heads/Department Chairs
- k. Faculty members assigned as Heads of Administrative Offices
- l. Legal Officers
- m. Executive Assistants
- n. Research, Extension, and Professional Staff
- o. All other high-level non-academic personnel

High-level employees refer to one who performs managerial functions such as the exercise of powers to formulate management policies and decisions, or to hire, transfer, assign, lay-off, recall or discipline employees.<sup>3</sup>

### **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 members of the UNION to hold the following meetings on official time, 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
- c. Union Day on September 25. If this date falls on a weekend, it will be automatically rescheduled to the nearest weekday.

**Section 4.** OFFICIAL 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

<sup>3</sup> Reference: Rule I, Section 1(z), PSLMC Resolution No. 2, series of 2004, *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

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representation, in order to enhance labor-management relations at all levels. When doing UNION activities, the following officers shall be considered on official time:

- a. National President: 90% of his/her work time per month;
- b. National Executive Vice President: 90% of his/her work time per month;
- c. National Officers: 75% of the work time per month;  
(Including other NEB members, NC Members at large, and Chapter Presidents and Chapter Vice Presidents)
- d. Members of National Committees: 50% of the work time per month;
- e. Local officers and committee officers: 30% of their work time per month;
- f. Union Representative Committee Members/Heads: 30% 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 UNION's 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. 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 7. 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 8.** The UNIVERSITY, through the Human Resource Development Office (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 9. COMMITTEE REPRESENTATION.** The UNION shall be represented in the following committees at the system, constituent universities, and unit levels:

- a. Human Resource Merit Promotion and Selection Board;
- b. PRAISE Committee;
- c. Grievance Committee;
- d. Human Resource Development Committee;
- e. Performance Management Team;
- f. Housing Committees and other similar housing committees related to housing of employees;
- g. System wide Personnel Committee (as observer only);
- h. Bids and Awards Committee (as observer only);
- i. Occupational Health and Safety Committee;
- j. Anti-Sexual Harassment Committee;
- k. eHOPE Committee and other similar health committees;
- l. Disaster and Risk Reduction Management Committee;

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- m. Professional Practice Committee;
- n. Special Committees, such as sports, cultural, recreational, anniversary, Christmas celebration, and such other analogous committees that may be created; and
- o. 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 UMCB.

**Section 10. SOCIOECONOMIC PROJECTS.** The UNIVERSITY shall 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, subject to availability of funds and existing government accounting and auditing rules.

## ARTICLE IV 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 the PSLMC Resolution No. 2 s. 2004<sup>4</sup>, the UNIVERSITY shall deduct from the salaries/wages of all UP employees who are not members of ALL UP WORKERS UNION, but who are included in the negotiating unit and therefore enjoy the benefits under this CNA, a reasonable amount equivalent to a 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-members of the All UP WORKERS UNION. 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 V STAFF ACTIONS AND MOVEMENTS

**Section 1.** The UNIVERSITY shall ensure adherence to existing laws and CSC rules and regulations including the recruitment, detail, transfer/cross posting, reassignment and other forms of employee movement, promotion, discipline, and termination of employees.

<sup>4</sup> PSLMC Resolution No. 2, series of 2004, 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

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**Section 2. MERIT PROMOTION PLAN.** The UNIVERSITY shall source funds for merit promotion of employees. The UNION shall be involved in the formulation of guidelines concerning merit promotion to protect the rights of employees.

The UNIVERSITY shall support and provide opportunities for training and further studies for the development and advancement of the employees' career through a staff development program.

**Section 3. NEXT-IN-RANK.** Next-in-rank employees in Offices, Units, Departments, Colleges shall be given priority for promotion, provided they signify their intention and they possess the minimum qualifications for the position and consistent with the UP Merit Selection Plan.

**Section 4. SECURITY OF TENURE AND TERMINATION OF EMPLOYMENT.** No employee shall be terminated from employment except for just or authorized cause and after observance of due process, or upon voluntary resignation, retirement, or expiration of contract or appointment.

Disciplinary action proceedings in the UNIVERSITY shall be governed by the Civil Service Commission (CSC) Rules on Administrative Cases in the Civil Service (RACCS). For this purpose, a form shall be attached to the formal charge which states among others, that the respondent may choose a UNION representative as observer. The UNIVERSITY shall at all times uphold the principle of speedy disposition of cases.

**Section 5. REORGANIZATION OR INTERNAL RESTRUCTURING.** The UNIVERSITY shall open discussions with authorized UNION representatives regarding any plans involving reorganization or internal restructuring.

The UNIVERSITY shall ensure the employees' rights and welfare regarding security of tenure and dignity of labor in any plans of reorganization or restructuring.

**Section 6. 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.

## ARTICLE VI STAFFING LEVEL AND WORKLOAD

**Section 1.** The UNIVERSITY and the UNION agree that a staffing baseline shall be established to ensure that adequate organizational structures, staffing and competencies are in place to effectively carry out the UNIVERSITY's activities and services. The UNIVERSITY shall also put in place contingency measures in case staffing levels fall below the baseline or work demands increase as to affect employee safety.

**Section 2. WORKLOAD.** Workload refers to the amount of work' assigned to an employee and the physical or mental demands created by the work and work environment. Among the factors affecting workload are the time pressure under which a task is performed, the level of effort exerted, success in meeting task requirements, or the psychological and physiological effects of the task.

**Section 3.** To enable the concerned staff or employees to perform and complete their tasks effectively, the following principles and factors will be considered:

- a. Observance of the rules on working hours, rest days, holidays and leaves.
- b. Protection from or elimination of workplace hazards and unsafe work practices.
- c. Provision of appropriate and accessible tools or equipment.





- d. Adequate resources to gather, receive, exchange and monitor key information and any changes in the work environment
- e. Open and effective communication between supervisors and subordinates.

The Unit in which the employee is assigned must have adequate supervisory support to ensure observance of the above factors.

**Section 4.** Upon effectivity of this CNA, the Union Management Consultative Body (UMCB) shall convene to discuss the appropriate staffing and workload baseline for all positions and work categories in the UNIVERSITY, including those in the Philippine General Hospital, and to implement the above staffing and workload principles.

**Section 5.** While the staffing baseline is still under study, an employee within the negotiating unit may call the attention of the immediate supervisor if there are reasonable grounds to believe that an excessive workload or hazardous working condition that affects him/her exists. The immediate supervisor shall have the duty to make every effort to address and resolve the concerns of the employee. If not resolved, the employee may file a written protest on workload (Refer to Annex "B" for the template of "Protest of Assignment Form") to his/her immediate supervisor. If the matter remains unresolved, the same may be elevated to the Grievance Machinery.

The UNIVERSITY and the UNION representatives shall immediately meet to formulate implementing guidelines for the section.

**Section 6. HIRING OF EMERGENCY STAFF.** The UNIVERSITY is committed to the full implementation of established staffing standards in all of its workplaces. In the event of a prolonged absence of an employee, the UNIVERSITY shall exhaust all ways and means, including possible hiring of emergency staff, in order to ensure adherence to staffing standards.

## ARTICLE VII 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 in 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.

**Section 4.** The UNIVERSITY shall allow the UNION free use of conference halls and other facilities for its meetings and activities provided that said request is made at least five (5) working days before such UNION activity, subject to the consent of the appropriate unit.

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**Section 5.** The UNIVERSITY shall allow UP employees to participate, on official time, in activities commemorating International Labor Day subject to the exigency of service. Employees who attended a Labor Day activity shall be allowed to take one rest day, on official time on the immediately succeeding working day subject to the certification of the Chapter President.

**Section 6.** The UNIVERSITY shall allow UP employees to participate, on official time, in commemorating Health Workers' Day subject to the exigency of service and certification of the concerned UNION Chapter President.

**Section 7.** The UNIVERSITY shall allow UP employees to participate, on official time, in activities commemorating International Human Rights' Day, subject to exigency of service and certification of the concerned UNION Chapter President.

**ARTICLE VIII  
EDUCATIONAL AND CONTINUING PROFESSIONAL DEVELOPMENT**

**Section 1.** The UNIVERSITY shall encourage and support the employees in their pursuit for professional development and education, particularly in expanding their career opportunities within the UNIVERSITY, without prejudice to their current duties and responsibilities to the UNIVERSITY.

All *bonafide* employees attending any non-formal course, seminar or training conducted by the UNIVERSITY shall be given a minimum discount of 25%. Employees should be authorized to attend as recommended by their unit head.

**Section 2.** The UNIVERSITY shall ensure that all minimum requirements for the annual continuing professional development credit units under Republic Act No. 10912 (Continuing Professional Development Act) of professional staff shall be borne by their respective units. In the event that certain required program/s are not offered by the UNIVERSITY, staff shall be reimbursed for the costs of such programs, as authorized by the UNIVERSITY subject to existing government accounting and auditing rules and procedures.

**Section 3.** To implement Sections 1 and 2 above, the UNIVERSITY shall form a standing committee to be referred to as the Professional Practice Committee.

**Section 4.** The UNIVERSITY shall continue to allocate adequate budget for HRD programs, such as scholarships and training, and ensure that these are made available to all employees.

**Section 5.** The UNIVERSITY shall, in consultation with the UNION, formulate and implement programs that will improve the technical skills and capabilities of employees.

**Section 6.** 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 HRDO.

**ARTICLE IX  
PROMOTING EQUALITY AND GENDER SENSITIVITY AMONG UP EMPLOYEES**

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

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the necessary mechanism for Health Workers of the UNIVERSITY to fully realize the benefits provided by the said Magna Carta. The TWG shall submit its report to the Union-Management Consultative Body (UMCB) for its final recommendation, as provided in Article XVII, within six (6) months after the signing of this Agreement.

**Section 4.** The UNIVERSITY commit for the inclusion of all science and technology personnel under its employ to avail of the benefits under RA 8439 as amended by RA 11312 or the Magna Carta for Scientists, Engineers, Researchers, and other Science and Technology (S & T) Personnel in the Government, Funds for this purpose shall be incorporated in the annual budget of the UNIVERSITY. Once identified, these benefits shall be included in the annual General Appropriations Act (GAA) as provided under Item (6) of Joint Resolution No. 4 s. 2009 by Philippine Congress, and Item 16.0 of the DBM-DOST Joint Circular No. 1. s. 2013 and subsequent regulations.

The UNIVERSITY and the UNION shall immediately constitute a Technical Working Group (TWG) after the signing of this Agreement (TWG) to study and recommend the necessary mechanism for S & T personnel of the UNIVERSITY to fully realize the benefits provided by the said Magna Carta. The TWG shall submit its report to the Union-Management Consultative Body (UMCB) for its final recommendation, as provided in Article XVII, within six (6) months after the signing of this Agreement.

**Section 5.** The UNIVERSITY, subject to availability of funds, shall provide healthcare benefits to all other employees not covered by special laws, such as:

- a. Free Comprehensive Medical and Dental Healthcare Benefits for Employees
- b. Free TB, Hepatitis B and Flu Screening and Vaccination, including for emerging diseases
- c. Free prophylaxis to employees exposed to high risk or seasonal diseases such as Leptospirosis, Varicella, etc.

**Section 6.** FIRST AID. The UNIVERSITY shall provide and make available immediate free first aid and medical assistance for any staff injured in the workplace.

The UNIVERSITY shall provide first aid kits in strategically located areas in workplaces/offices where no medical clinic is located in the premises. The prescribed DOH standard for the First Aid Kit shall be followed. For this purpose, teams of employees shall be formed and trained in first aid.<sup>5</sup>

**Section 7.** PROTECTIVE CLOTHING. The UNIVERSITY shall provide appropriate and free protective clothing, gears, equipment and tools for administrative staff whose nature of work require such protection. The nature of work and the positions of employees covered by this provision shall be identified by the parties in the implementation of this Agreement.

**Section 8.** ABNORMALLY HAZARDOUS OR DANGEROUS ASSIGNMENT. A member of the negotiating unit shall not be assigned to any task abnormally dangerous or hazardous at the place of employment. An abnormally hazardous or dangerous assignment shall be defined as involving tasks the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a substantially similar job. In the event a member of the negotiating unit regards an assigned task as abnormally dangerous, he/she shall accordingly notify the immediate supervisor. The supervisor shall make workplace task performance and/or task

<sup>5</sup> CSC-DOH-DOLE Joint Memorandum Circular No. 1, s. 2020: Occupational Safety and Health (OSH) Standards for the Public Sector

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assignment changes consistent with health and safety considerations. The supervisor, after consulting with the employee, may direct the employee to perform the task, or may assign the affected employee to other available work consistent with the work usually performed by the said employee.

In the event that the employee and his/her supervisor disagree in the appreciation of the abnormally hazardous or dangerous assignment, the Safety Officer on duty maybe called upon to independently conduct a hazard risk assessment and take or recommend appropriate action/s, or assist in the implementation of such recommendation, based on University Health and Safety Protocols. Should further conflict arise from such situation, the same maybe raised to the Grievance Machinery.

**Section 9. PREGNANT OR LACTATING MOTHERS.** The UNIVERSITY shall make reasonable accommodations in work assignments for any member of the negotiating unit who is pregnant, or who is a lactating mother, as required by law, including adequate and accessible facilities for expressing breast milk.

**Section 10. SAFE LIFTS AND TRANSFERS.** For health workers and other similarly situated members of the negotiating unit, each workplace shall implement and maintain a lift policy for all patient care units or workplaces where lifting of heavy loads is usually done, and shall provide training for employees in the implementation of the unit lift programs of the UNIVERSITY, the PGH and Health Service Units. For the purposes of this Article, a "lift policy" means replacing manual lifting and transferring of patients or other heavy load with powered patient transfer devices, lifting devices, and/or lift teams, consistent with the professional judgment and clinical assessment of the health worker or assigned employee. Each workplace shall provide training to health care and other concerned workers on the appropriate use of lifting devices and equipment. Training for these workers shall include body mechanics and the use of lifting devices to safely handle patients or heavy loads.

**Section 11.** In case of a suspected or established outbreak of a communicable disease, and when the UNIVERSITY or established protocols require testing and treatment for such communicable disease of patients and/or employees covered by this Agreement, the UNIVERSITY shall offer such tests and treatment to all employees within the appropriate affected work areas at no cost to the employee.

**Section 12. INFECTIOUS DISEASE AND HAZARDOUS SUBSTANCE PROTECTION.** The UNIVERSITY and the UNION are committed to create a safe and healthy work environment for all employees, and to comply with all applicable local and national health and safety laws and regulations including those regarding infectious disease and hazardous substance exposure, including providing the necessary personal protective equipment, information, training, and education for all concerned employees. In the event that safety laws and regulations differ from the language of this article, the higher standard shall be followed.

**Section 13. WORKPLACE VIOLENCE PREVENTION.** The UNIVERSITY and the UNION shall work together to ensure that all workplaces are safe and free from all forms of violent and/or aggressive behavior.

Upon effectivity of this Agreement, the Union Management Consultative Body (UMCB), shall immediately convene to discuss a University Policy Against Workplace Violence in the context of the UNIVERSITY and PGH settings.

While waiting for such policy, the UNIVERSITY, in coordination with the UNION, shall be guided by appropriate national and international standards and good practices

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and endeavor to provide appropriate information and trainings to promote the objectives of this section.

**Section 14. SEXUAL HARASSMENT PREVENTION.** The UNIVERSITY and the UNION shall work together to ensure that all workplaces are safe and free from all forms or acts of sexual harassment and violence, including, but not limited to, sexual assault, relationship violence, and stalking.

For this purpose, the UNIVERSITY shall make available copies of the UP Anti-Sexual Harassment Code (UPASHC) to all employees, provide trainings and orientations thereon, and set up an effective mechanism for reporting incidents of sexual harassment.

## **ARTICLE XI LEAVE PRIVILEGES OF EMPLOYEES**

**Section 1.** Leaves of all non-academic employees in the UNIVERSITY shall be in accordance with applicable laws, regulations and UNIVERSITY policies. It is understood that all existing leave privileges accorded non-academic employees shall continue to be enjoyed by them, without prejudice to such additional privileges as may be granted or authorized by competent authorities and by the Board of Regents in accordance with its powers under the UNIVERSITY Charter.

## **ARTICLE XII SUPPORT TO PUBLIC SERVICE**

**Section 1.** The UNIVERSITY, as a public service university, shall provide various forms of community, public, and volunteer service, as well as scholarly and technical assistance to the government, the private sector, and civil society while maintaining its standards of excellence.<sup>6</sup> The UNION shall actively support this mandate of the UNIVERSITY.

**Section 2.** The UNIVERSITY, as the National university, and the UNION should be accountable to the people, serve them with utmost responsibility and integrity and put the interest of the nation over foreign interests in performing duties and responsibilities.

**Section 3. AFFIRMATIVE ACTION.** The UNIVERSITY shall encourage and provide a mechanism for employees to join, on official time, affirmative action for community service or integration among peasants, fisherfolk, workers, indigenous people, and other less privileged sector/s of society, for not more than one month for the first five years in service of the employee. An employee may avail of a three-day rest period immediately after the said Community Service.

**Section 4. EMERGENCY RELIEF EFFORTS.** The UNIVERSITY shall recognize the declaration of "State of Calamity" by a local government unit or concerned government agency as one which warrant emergency relief efforts. Upon such declaration, the UNIVERSITY shall allow its employees to volunteer to join or otherwise perform services for a recognized emergency relief agency (such as the UP Pahinungod, DSWD, Red Cross, etc.) on official time, subject to operational needs and staffing requirements of the unit.

**Section 5.** The UNIVERSITY, as an advocate of human rights, especially labor rights, shall not engage the services of any company, group or individuals, known or proven to have committed violation of labor rights of their employees. In case that such company,

<sup>6</sup> Reference: Section 3 (d), UP Charter (RA 9500)

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group or individuals are already under contract with the UNIVERSITY as third-party provider of any services, the UNIVERSITY shall take immediate and effective action to compel such company, group or individuals to correct and/or rectify any violation, including possible termination of the said contract.

In pursuit of this principle, all contracts of the UNIVERSITY with third-party service providers shall include a provision requiring compliance with all fundamental principles and rights at work embodied in labor laws and regulations in relation to their employees. Failure to comply shall be a ground for termination of these contracts.

### ARTICLE XIII OTHER PRIVILEGES

**Section 1. STAFF DEVELOPMENT.** The UNIVERSITY shall allocate budget for the education and scholarship program for 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, local and abroad. The UNIVERSITY, through the HRDO, shall disseminate staff development information to all employees. On the other hand, the UNION, through its Education Committee, shall recommend employee-members to participate in the programs.

**Section 2. HOUSING.** The UNIVERSITY agrees to enhance its existing housing programs for its employees. It shall take measures to enable employees to access or acquire permanent off-campus housing, in coordination with the National Housing Authority or any government or private agencies/entities with housing program.

The Union Management Consultative Body (UMCB) shall immediately convene in order to discuss all possible ways and means to implement this provision system-wide.

**Section 3. DORMITORIES.** The UNIVERSITY agrees to provide single / widow / widower employees living outside the campus space in dormitories which may be established by the UNIVERSITY for that purpose.

**Section 4. SHUTTLE SERVICE.** The UNIVERSITY shall provide free shuttle service to employees who are not living inside the campus premises.

**Section 5. LEGAL SERVICE.** The UNIVERSITY agrees to provide free legal service, including legal representation, on a case-to-case basis, to an employee who is sued for acts arising from his/her employment within the scope of his/her duties and responsibilities.

**Section 6. PROCESSING RETIREMENT PAPERS.** The UNIVERSITY shall allow all employees who are about to retire to process their retirement papers 120 days prior to the date of retirement pursuant to RA 10154, An Act Requiring All Concerned Government Agencies to Ensure the Early Release of the Retirement Pay, Pensions, Gratuities, and Other Benefits of Retiring Government Employees. This shall not be charged to their leave credits, but subject to the exigencies of the service.

**Section 7. 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.

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**Section 8. EDUCATIONAL BENEFITS.** In addition to 100% discount on tuition and miscellaneous fees given to all employees who qualify on any of its formal courses, the UNIVERSITY shall also provide 100% discount on tuition and miscellaneous fees to all non-earning spouses and children of employees, as well as to non-earning siblings and parents of single employees and childless couple, who qualify on any of its graduate programs.

**Section 9. DAYCARE, PRESCHOOL, AND INTEGRATED SCHOOL.** As part of providing a holistic employee benefit program, the UNIVERSITY shall maintain present day care facilities in campuses where these exist. The UNION shall have one seat in the committee overseeing the management of Day Care Centers and such other similar bodies of other existing daycare center in other Constituent Units. The UNIVERSITY shall establish day care center to units without such facility for employee's dependents. The UNIVERSITY shall provide said day care services for free for all employee's dependents with salary grade 1 to SG 15, funds for which shall be taken from GAD budget as mandated by law.

The UNIVERSITY shall also endeavor to establish Laboratory Schools in all constituent units to include preschool to senior high school primarily catering to employee's dependents. Said laboratory school will be used as training grounds for students who are studying human growth and development.

**Section 10. DECENT FUNERAL AND MORTUARY ARRANGEMENTS.** The UNIVERSITY shall provide assistance for a decent mortuary and funeral service to an employee whose death is in the line of duty.

The UNIVERSITY shall provide financial assistance to the immediate family of employees who died in line of duty. Death in line of duty include those who meet tragic accident at home while preparing to go to work, and those who are on the way home from the workplace.

**ARTICLE XIV  
BENEFITS FOR RETIREES AND SENIOR CITIZENS**

**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;
- c. Sports programs;
- d. Priority in processing of retirement clearance; and
- e. Speedy release of retirement benefits.

**Section 2.** The UNIVERSITY shall ensure that employees enjoy all benefits, privileges and other programs and services provided by Republic Act No. 9994 (otherwise known as the Expanded Senior Citizens Act of 2010) as well as the early release of their retirement claims pursuant to Republic Act No. 10154 (An Act Requiring All Concerned Government Agencies to Ensure the Early Release of the Retirement Pay, Pensions, Gratuities, and Other Benefits of Retiring Government Employees).

**ARTICLE XV  
FRINGE BENEFITS**

The UNIVERSITY shall continue to provide all employee benefits previously authorized by the Board of Regents. Nothing in this Agreement shall be construed as a

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diminution of such benefits, or as a restriction on the sole power of the Board of Regents to adjust such benefits from time to time, subject to the accomplishment of the UNIVERSITY's mission, applicable law and regulations, and availability of funds. The UNIVERSITY shall prioritize the use of savings in accordance with law, taking into account employee welfare and mandatory economic benefits.

On matters excluded from negotiation by law or regulation, nothing in this Agreement shall prevent the parties from discussing, through the UMCB established under Article XVII hereof, proposals or recommendations for submission to the Board of Regents, Congress and other proper authorities to improve terms and conditions of employment.

**ARTICLE XVI  
EMPLOYEE-MANAGEMENT RELATIONS AND GRIEVANCE MACHINERY**

**Section 1.** The parties agree to improve and implement an effective grievance machinery compliant with existing laws and regulations and guided by best practices to strengthen employee-management relations, resolve conflicts speedily at the basic work unit, section, department, college or office level.

The existing Grievance Procedure shall continue to be in force and effect and shall form an integral to this Agreement (*Annex "C"*), unless amended by the parties. Immediately upon effectivity of this Agreement, the parties agree to review and update, through the UMCB, the existing procedure with a view of making the grievance machinery a more efficient and effective mechanism in addressing issues arising from this Agreement.

**ARTICLE XVII  
IMPLEMENTATION AND MONITORING SCHEME**

**Section 1.** UNION-MANAGEMENT CONSULTATIVE BODY (UMCB). To ensure effective implementation and monitoring of this Agreement, and 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 four (4) regular members and two (2) alternate members.

The UMCB may recommend to the UNIVERSITY, subject to the approval of the President of the UNIVERSITY, the establishment of consultative sub-committees at the level of the constituent units to address unit-specific matters.

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

- a. Convene once every quarter (3 months) or as the need arises at such place, time, and manner as may be agreed upon by the parties;
- b. Ensure that the provisions of this Agreement are effectively communicated to all concerned;
- c. Resolve any controversy arising from the implementation and interpretation of this Agreement;
- 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 and submit appropriate reports to higher authority.

The UMCB shall set such agenda as is necessary in facilitating the implementation and attaining the objectives of this Agreement. The parties agree that as soon as practicable

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upon effectivity of this Agreement, the UMCB shall convene to discuss identified urgent matters, as follows:

- Staffing Level and Workload
- Implementation of all Updated Benefits under RA 7305 and RA 8439
- Free comprehensive healthcare benefits to all employees of the UNIVERSITY, not covered by special laws
- Workplace Violence Prevention
- Housing
- Review, updating and strengthening of the Grievance Machinery

### ARTICLE XVIII 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 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 utilities, as well as improvements in solid waste management.

### Article XX C N A INCENTIVE

**Section 1.** Collective Negotiation Agreement (CNA) Incentive – The C N A incentive is granted to UP employees and officials in recognition of joint efforts in accomplishing performance targets at lesser cost, in attaining more efficient and viable operations through cost-cutting measures and systems improvement.

The UNIVERSITY and the UNION are committed to adopt measures that will promote productivity, efficiency and economy of operations in fulfilling all its objectives and performance targets. Savings generated from the following may be used as a source of additional monetary incentives for all employees, subject to applicable laws, regulations and circulars on CNA incentives:

- a. Advertising Expenses;
- b. Communication Expenses;
- c. Printing and Publication Expenses;
- d. Repairs and Maintenance;
- e. Subscription Expenses;
- f. Supplies and Materials Expenses;
- g. Transportation and Delivery Expenses;
- h. Traveling Expenses; and
- i. Utility Expenses

### ARTICLE XXI EFFECTIVITY AND TERM OF AGREEMENT

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**Section 1.** EFFECTIVITY UPON SIGNING AND RATIFICATION. The agreement shall be remain in effect for four (4) years from date of registration.

**Section 2.** TERM OF THE AGREEMENT; RENEGOTIATION AND RENEWAL. This Agreement shall remain in force and effect for a period of four (4) years, subject to the following:

- a. Consistent with PSLMC Resolution No. 1 Series of 2022, the parties can negotiate a supplemental agreement or a new CNA during the lifetime of this agreement. Within sixty (60) days prior to the expiration of the fourth year of its effectivity, the Parties agree to negotiate a new Agreement. The negotiation for a new Agreement shall be without prejudice to the right of any legitimate employees' association to challenge the representation of the incumbent UNION in accordance with applicable laws and regulations.
- b. Either Party may initiate a renegotiation or renewal of this Agreement by serving its written proposals to the other Party. Pending renegotiation or renewal of the Agreement, 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.
- c. Any modification, suspension, disallowance, or invalidation of any provision of this Agreement shall be dealt with by the Parties in accordance with Art. XXII, Section 2 hereof.

**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 the:

- a. 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 XXII MISCELLANEOUS PROVISIONS

**Section 1.** MUTUAL DUTY TO NEGOTIATE IN GOOD FAITH. The UNIVERSITY and the UNION shall commit to work together to prevent and eliminate all forms of Unfair Labor Management Practices. The parties commit to ensure full implementation of this CNA in good faith.



**Section 2.** SEPARABILITY/SAVING CLAUSE. If any provision of this Agreement is modified, suspended, disallowed or held contrary to law by a court or agencies of competent jurisdiction, said provision or the application thereof will be deemed modified, suspended, disallowed or invalid, as the case maybe, except to the extent permitted by law, but all other provisions or applications will continue to have force and effect. The Parties, through the UMCB, will meet not later than fifteen (15) days after said provision is modified, suspended, disallowed or declared invalid for the purpose of amending, revising, or taking such other appropriate action on the same.

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IN WITNESS THEREOF, the parties, through their authorized representatives, have signed this Agreement this 14 NOV 2024, at the University of the Philippines Diliman, Quezon City, Philippines.


**UNIVERSITY OF THE PHILIPPINES**

By:








  
**ANGELO A. JIMENEZ**  
President  
  
VLA

**ALL U.P. WORKERS UNION**

By:

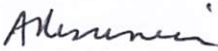
  
**JOSSEL I. EBESATE**  
National President


Signed in the presence of:

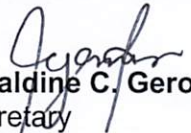
**The UP Panel**

  
**Augustus C. Resurreccion**  
Vice President for Administration

**Michael P. Lagaya**  
Chief Administrative Officer, UPOU HRDO and  
Assistant to the Vice President for Administration

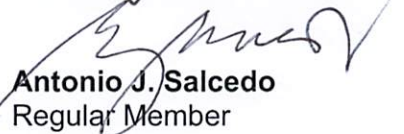
**Atty. Viferlyn D. Villar**  
Attorney V  
Office of the Vice President for Legal Affairs

  
**Prof. Tiffany Adelaine G. Tan**  
Assistant Vice President for Administration

  
**Geraldine C. Geronimo**  
Secretary

**The Union Panel**

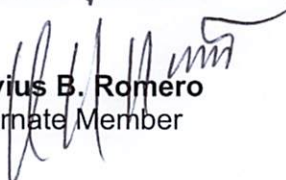
  
**Concepcion T. Marquina**  
Regular Member

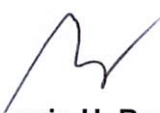
  
**Antonio J. Salcedo**  
Regular Member

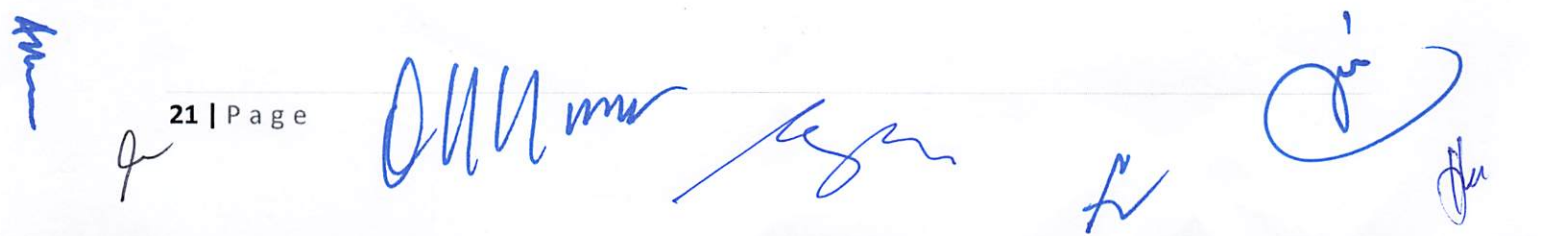
  
**Analiza S. Fulvadora**  
Regular Member

  
**Clodualdo E. Cabrera**  
Alternate Member

  
**Alexis M. Mejia**  
Alternate Member

  
**Olivius B. Romero**  
Alternate Member

  
**Atty. Francis U. Baclay**  
Attorney VI / Resource Person  
Office of the Vice President for Legal Affairs



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY)S.S.

BEFORE ME, a Notary Public in and for QUEZON CITY, personally appeared the following with competent proof of their identity as follows:

	GIID/ Passport No.	Date/Place Issued
<b>ANGELO A. JIMENEZ</b> President	50029868A	21 June 2023 / DFA Manila
Josel J. Ebesate	P7474053C	05 July 2024 / DFA Manila

all known to me to be the same persons who executed the foregoing instrument consisting of twenty two (22) pages including the page upon which this acknowledgement is written and acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my notarial seal this NOV 14 2024 in the place above written.

Doc. No. 361 :  
Page No. 73 :  
Book No. 54 :  
Series of 2024.

*Marian*  
**ATTY. MARY CATHERINE A. DAMIAN**  
Notary Public for Quezon City until 12-31-24  
Per Adm. No. NP-54 (2023-2024)  
Unit 9 Bldg. 2, Acacia Support Area, Laurel Ave., UP Diliman, Quezon City  
IBPH 280585-280586; 01/16-2023 for 2023 & 2024; QIC Chapter  
(PTR# 4056020D; 01-06-2023; QC) *STUYASAD;*  
Roll No. A3243; MCLE Compliance No. VII-0017610; 05-11-2022 Pasig City  
*11/24 ee*

*Marian*  
*[Handwritten signatures]*