

COLLECTIVE NEGOTIATION AGREEMENT (C N A)

between the

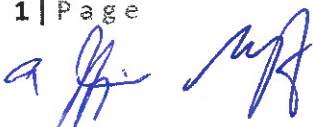
UNIVERSITY OF THE PHILIPPINES (UP)

and the

**ALL U.P. ACADEMIC EMPLOYEES UNION
(AUPAEU)**



effective 02 December 2021 to 01 December 2026



COLLECTIVE NEGOTIATION AGREEMENT (C N A)

This Collective Negotiation Agreement (C N A) is entered into by and between:

The UNIVERSITY OF THE PHILIPPINES (UP), the National University duly organized and existing under Philippine laws and by virtue of Act 1870, as amended by Republic Act (R.A.) No. 9500 (otherwise known as the UP Charter), with principal office address at Quezon Hall, UP Diliman, Quezon City, represented by its President, **DANILO L. CONCEPCION**, hereinafter referred to as the "UNIVERSITY";

-and-

The ALL U.P. ACADEMIC EMPLOYEES UNION, a legitimate public sector labor organization, with DOLE-CSC Registration Certification No. 1167, dated 15 October 2002, with office address in UP Diliman, Quezon City, represented by its President, **MELANIA L. FLORES**, hereinafter referred to as the "AUPAEU" or the "UNION";

WITNESSETH THAT:

WHEREAS, core Labor Conventions of the International Labor Organization (ILO) guarantee freedom of association and protection of the right to organize (No. 87); the right to organize and to collective bargaining (No. 98); equal remuneration (No. 100); non-discrimination in employment and occupation (No. 111); and public sector labor relations (No. 151).

WHEREAS, the right to health and safety at work has been stipulated in the Constitutions of the World Health Organization (WHO) and the ILO and is supported by a number of other UN documents.

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:

1. 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;
2. Article IX-B, Sec. 2 (5). The right to self-organization shall not be denied to government employees; and
3. 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. x x x.

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 the appropriate government agency;

WHEREAS, the UNIVERSITY is an academic institution governed by the Board of Regents, as the highest policy making body, as provided by the UP Charter (R.A. 9500);

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

WHEREAS, The UNIVERSITY and the UNION recognize that the UNIVERSITY's Board of Regents, pursuant to Section 13 (k) and (m) of the UP 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, the AUPAEU has been accredited by the Civil Service Commission (CSC) as the sole and exclusive negotiating representative of the rank-and-file academic employees of the University of the Philippines, composed of the faculty and the Research, Extension and Professional Staff (REPS), as defined by the UP Charter;¹

WHEREAS, in 2015, the UNIVERSITY and the AUPAEU executed a CNA covering five years from 06 July 2015 to 05 July 2020;

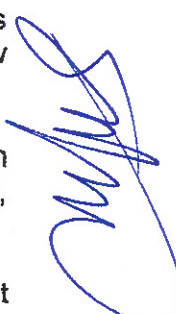
WHEREAS, within sixty (60) days prior to 05 July 2020, and there being no petition for certification election challenging its representation status, the AUPAEU submitted proposals for a new CNA to the UNIVERSITY; thereafter, the Parties commenced negotiations for a new CNA;

WHEREAS, due to the national state of emergency declared by the Government in March 2020 which rendered the continuation of the negotiation for a new CNA impracticable, the Parties agreed to put the same on hold until September 2020;

WHEREAS, after resuming negotiations amidst the continuing difficulties brought about by the national state of emergency, the UNIVERSITY and the AUPAEU have agreed to work together and seek to promote a working environment that is conducive to a harmonious relationship between them, enhances employees' welfare and productivity, and contributes to effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the UNIVERSITY and the AUPAEU agree and bind themselves to the provisions of this Collective Negotiation Agreement (hereinafter referred to as CNA or Agreement.

¹ Section 20 of the UP Charter provides: "Appointment Requisites and Practice of Profession. Faculty members as well as research, extension and professional staff (REPS) of the national university, shall be exempt as such to many civil service examination or regulation as a requisite to appointment."



**ARTICLE I
DECLARATION OF PRINCIPLES**

Section 1. The UNIVERSITY and the AUPAEU recognize the Filipino students' right to quality and affordable tertiary education and the necessity for the Philippine state to allocate sufficient funding for such education.

Section 2. The UNIVERSITY, as the National University, and the AUPAEU are accountable to serve the people and the nation with utmost responsibility and integrity, and to put the interest of the nation over foreign interests.

Section 3. The UNIVERSITY and the AUPAEU adhere to social justice and recognize the basic rights of academic employees to a just and decent salary, security of tenure, career development, health, wellness, safety and working conditions which enhance academic freedom, excellence and creativity.

Section 4. The UNIVERSITY and the AUPAEU shall observe national policies as well as policies and principles embodied in international conventions and instruments that the Philippines has ratified, regarding the right of workers to self-organization, collective bargaining and negotiations, and concerted activities, including the right to strike in accordance with law.

Section 5. The AUPAEU shall be consulted / involved in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of employees. There must be AUPAEU representation in all promotion committees at the system and constituent universities levels. AUPAEU shall likewise be consulted by the UNIVERSITY for the awarding of *honoris causa*, and buildings and programs naming rights.

"Consultation / Involvement," when used in this agreement, shall mean engaging the authorized representatives of the AUPAEU in earnest dialogue and addressing their concerns in good faith.

The parties recognize the process of consultation / involvement as part of the democratic process of knowing the sentiments of its constituents before arriving at a decision.

Section 6. The UNIVERSITY and the AUPAEU endorse the principles and spirit of academic freedom.

Section 7. The UNIVERSITY shall not interfere with the establishment, operations and administration of the AUPAEU.

Section 8. The UNIVERSITY and the AUPAEU agree that there shall be no discrimination against any member of the academic rank-and-file in relation to matters covered by this agreement on the basis of sex, creed, civil status, sexual orientation, political or religious affiliation or belief, and age (other than the normal provisions relating to retirement).

Section 9. The UNIVERSITY and the AUPAEU believe in the equality among all genders and the eradication of all forms of discrimination, and thus, recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive UNIVERSITY.



ARTICLE II
COVERAGE OF THE ACADEMIC NEGOTIATING UNIT

Section 1. The appropriate negotiating unit covered by this Agreement shall consist of all academic rank-and-file personnel, whether permanent, temporary, casual, or contractual employed by the UNIVERSITY, except those specifically excluded by Executive Order No. 180, Executive Order No. 292, and PSLMC Resolution No. 2 series of 2004 (Approving and Adopting the Amended Rules and Regulations Governing the Right of Government Employees to Organize), or those whose functions are normally considered as policy determining, managerial, or confidential in nature. The negotiating unit includes medical officers and resident physicians of the Philippine General Hospital (PGH).

Section 2. It is understood that the UNIVERSITY refers to the University of the Philippines, including all the Constituent Universities and Units, particularly the UP System offices, UP Diliman (and the UP Diliman Extension Program in Pampanga and Olongapo); 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 Los Baños (and the extension units in the UP Center for Agricultural Research and Training, La Granja, La Carlota City), UP Visayas (and UPV Tacloban College), UP Baguio, UP Cebu, UP Mindanao, UP Open University, UP PGH, UP Bonifacio Global City, 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:

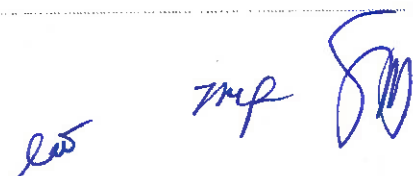
- a. President
- b. Vice-Presidents
- c. Assistant Vice-Presidents
- d. University Secretary and Assistant Secretary
- e. Chancellors
- f. Vice-Chancellors
- g. University Registrars
- h. Deans
- i. Associate Deans
- j. Department Chairs
- k. College Secretaries of units without departments and College of Medicine
- l. Unit Directors
- m. University Librarians (one for each CU)
- n. Legal Officers
- o. Executive Assistants
- p. Administrative Staff

Section 4. Academic personnel who cease to hold administrative positions shall immediately become part of the negotiating unit.

ARTICLE III
UNION RECOGNITION, REPRESENTATION, RIGHTS AND PRIVILEGES

Section 1. The UNIVERSITY recognizes the AUPAEU as the sole and exclusive representative of all 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 AUPAEU, or against any officer or duly authorized representative of the AUPAEU for acts performed pursuant to this Agreement.



Section 3. The UNIVERSITY respects the freedom of association of the AUPAEU. The UNIVERSITY shall allow the AUPAEU to hold meetings upon the needs of the employees, including the following:

- a. Chapter Assembly on Official Time: One Day, Once a Year;
- b. National General Assembly on Official Time: Once Every Three Years; and
- c. National Council Meeting on Official Time: Twice a Year.

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

- a. National President: 90% of the work time per month;
- b. National Vice President: 90% of the work time per month;
- c. Secretary-General: 90% of the work time per month;
- d. National Officers: 60% of the work time per month;
- e. Local Chapter Presidents: 67% of the work time per month;
- f. Members of the National Committees: 50% of the work time per month;
- g. Local officers and committee officers: 25% of their work time per month;
- h. AUPAEU Representative Committee Members/Heads: 40% of the work time for each committee member per month.

The list of officials, position in the Union, job positions, college, office or unit, and the CU of those covered under this section are provided in (See Annex A).

The AUPAEU shall regularly inform the UNIVERSITY of the new sets of AUPAEU officers and committee members in all levels.

Section 5. WORLD TEACHERS' DAY. The UNIVERSITY shall encourage and allow its employees to attend, on official time, activities, inside or outside the UNIVERSITY to commemorate World Teachers' Day. Reasonable prior notice of the schedule of activities will be communicated to the management two (2) weeks before the event.

Section 6. ACADEMIC UNION MONTH. Academic Union Month shall be observed every October across the UP system, and the UNIVERSITY shall encourage and allow REPS and faculty to attend activities in line with the celebration on official time. All Union Month activities shall be published on the official Facebook page of the University of the Philippines System and the AUPAEU. Reasonable prior notice of the schedule of activities will be communicated to the management two (2) weeks before the event.

Section 7. AUPAEU OFFICE. The UNIVERSITY shall provide the AUPAEU'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 AUPAEU's office operations, subject to availability of funds.

Section 8. CONFERENCE HALLS AND OTHER FACILITIES. The UNIVERSITY shall allow the AUPAEU 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 AUPAEU activity, subject to the availability of the facility and the consent of the appropriate unit.

[Handwritten signatures]

[Handwritten signatures]

Section 9. TRANSPORTATION. The UNIVERSITY shall, whenever possible, provide the AUPAEU 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 10. INFORMATION DISSEMINATION. The AUPAEU shall be provided the use of bulletin boards and access to the UNIVERSITY's public announcement system, audio-visual equipment and other electronic or digital platforms in the major units/colleges of every campus for communicating with AUPAEU and non-AUPAEU members, including the posting of union activities, campaigns and other announcements. The UNIVERSITY shall provide a visible link of AUPAEU's website in UP's official websites and other online platforms, both at the system and constituent university levels.

Section 11. UPDATED LIST OF EMPLOYEES. Every quarter, the UNIVERSITY through the HRDO, shall provide the AUPAEU with an updated list of academic rank-and-file employees, whether permanent, temporary, casual or contractual.

Section 12. RETIREMENT, RESIGNATION OR DISMISSAL OF EMPLOYEES. The UNIVERSITY, through the HRDO, shall inform the AUPAEU of the retirement, resignation or dismissal of employees ten (10) working days after the filing of notice of such retirement or resignation or before the effective date of dismissal of the employee/s.

Section 13. COMMITTEE REPRESENTATION. The AUPAEU shall be represented in committees at the system, constituent universities, unit and department levels, especially those which involve working conditions, hours of work, compensation, benefits both monetary and non-monetary and grievances and disputes involving its members, and in all other committees that may be created to ensure employees' welfare. Committees shall be organized upon the needs of the employees. These Committees or their equivalent include but are not limited to the following:

- a) Unit Level REPS Personnel and Fellowship Committee (RPFC) / Academic Personnel Fellowship Committee (APFC);
- b) CU level REPS Personnel and Fellowship Committee (RPFC) / Academic Personnel and Fellowships Committee (APFC);
- c) CU REPS Welfare Council;
- d) System REPS Welfare Council (RWC);
- e) Performance Evaluation Review Committee (PERC);
- f) Health University (Health and Safety) Committee;
- g) Enhanced Hospitalization Program for Employees (eHOPE Committee and similar committees);
- h) Disaster Risk Reduction and Management (DRRM) Committee;
- i) Disaster Assistance Program Committee;
- j) Housing Committee;
- k) Community Affairs Committee;
- l) Transportation Committee, if any;
- m) Bids and Awards Committee (as an observer);
- n) Gender and Development Committee;
- o) Anti-Sexual Harassment Committee; and
- p) Other committees that are existing or may be created in the future which affect the welfare of the academic employees as may be agreed upon by the parties in the UMMC.

AUPAEU representation will be based on the policies and standards of the Union.

a *HA* *mf*

East

mf

80

9

Section 14. SOCIOECONOMIC PROJECTS. The UNIVERSITY shall provide support to the AUPAEU in the latter's efforts to undertake socioeconomic projects and income generating activities that will redound to the benefit of the AUPAEU, its members, and other employees. Support means (among others) free space for seasonal activities or cooperative undertakings.

**ARTICLE IV
WORKING CONDITIONS AND EVALUATION OF FACULTY AND REPS**

Section 1. The UNIVERSITY shall ensure adherence to the recruitment, promotion, and termination policies under existing laws and regulations and policies of the UNIVERSITY related to faculty and REPS. The AUPAEU shall be consulted/involved in the drafting of proposals regarding changes in the UNIVERSITY policies related to recruitment, promotion, faculty and REPS development, grievance, and termination.

Section 2. JOB SECURITY FOR REPS. REPS with temporary appointments but who occupy items shall be granted permanent status upon completion of six months of meritorious service in accordance with appropriate laws and regulations pertaining to government service.

Section 3. FORMULATION OF EVALUATION STANDARDS

- a. The AUPAEU shall be consulted / involved in the formulation of standards for evaluation of the faculty and REPS.
- b. Each faculty and REPS with temporary appointment shall be provided not later than fifteen (15) working days after the start of his / her appointment with written notification of the evaluation criteria and procedures in effect at the time of his / her initial appointment and shall be evaluated on the basis of these criteria.

Section 4. The AUPAEU shall be consulted / involved in changes relating to policies involving working conditions such as but not limited to loading, overloading and overtime pay.

Section 5. Subject to reasonable rules and regulations including prioritization by the department, college or institute, members of the negotiating unit shall have free access and use of facilities and equipment for academic and Union purposes.

**ARTICLE V
PROMOTION, DISCIPLINE, AND TERMINATION OF EMPLOYEES**

Section 1. MERIT PROMOTION PLAN. The UNIVERSITY shall endeavor to institute a regular and progressive merit promotion plan. It shall consult or involve the AUPAEU in the formulation of such plan and ensure transparency, fairness, equity, and inclusivity for all sectors.

Section 2. ADMINISTRATIVE AND GRIEVANCE CASES. For the purpose of promoting prompt, efficient and just resolution of disciplinary cases and cases falling under the applicable grievance mechanism involving a Faculty or REPS covered by this Agreement which could adversely affect the performance of his/her duties, the employee concerned may request the AUPAEU to be present in proceedings on such cases.

The grievance procedure shall be further discussed in Article XVI (Grievance Procedure).

Section 3. SEVERANCE OF EMPLOYMENT. Except for voluntary resignation, retirement or expiration/termination of contract or appointment, employment shall be terminated only for just cause and after observance of due process in accordance with law.

Section 4. REORGANIZATION OR INTERNAL RESTRUCTURING. The UNIVERSITY shall consult / involve AUPAEU on its reorganization or internal restructuring plans. Any proposal for reorganization or restructuring must observe employees' rights and welfare, security of tenure and dignity of labor.

**ARTICLE VI
UNION EDUCATION, SEMINARS, CONFERENCES, TRAINING PROGRAMS, AND
PROFESSIONAL DEVELOPMENT**

Section 1. The UNIVERSITY shall provide support to the AUPAEU 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 AUPAEU to conduct on official time, in coordination with the HRDO, orientation programs for newly appointed or hired employees, concerning the AUPAEU Constitution and By-laws, programs and activities, benefits, and obligations under this Agreement.

Section 3. The members and employees within the negotiating unit, shall be allowed to attend, on official time, worker's programs, seminars, general assemblies, conferences, conventions, symposia, fora and other capability-building programs and activities conducted by government agencies and non-government organizations for public sector union, subject to the exigency of the service.

Section 4. The UNIVERSITY shall create more opportunities for personal growth and professional development of the rank-and-file by developing new and expanding existing programs for continuing education.

Section 5. The UNIVERSITY shall provide support for REPS and faculty in the process of fulfilling their requirements for continuing professional development, license, certification and similar activities. Attendance in these programs and time used in the processing of requirements for professional development shall be considered on official time.

**ARTICLE VII
PROMOTING GENDER EQUALITY AMONG UP EMPLOYEES**

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

Section 2. The UNIVERSITY shall ensure that employees enjoy all benefits, privileges and other programs and services provided by relevant laws and issuances, including but not limited to the following:

- a. R.A. No. 7305 – Magna Carta for Public Health Workers
- b. R.A. No. 8439 – Magna Carta for Scientists, Engineers, Researchers, and other Science and Technology Personnel in Government

- c. R.A. No. 8972 – The Solo Parents Welfare Act
- d. R.A. No. 9710 – Magna Carta for Women
- e. R.A. No. 11210 – Expanded Maternity Leave Law
- f. R.A. No. 7600 – The Rooming-in and Breastfeeding Act, as amended by R.A. No. 10028 (The Expanded Breastfeeding Promotion Act)
- g. R.A. No. 7277 – Magna Carta for Persons with Disabilities (PWD) Act as amended by P.D. No. 9442
- h. R.A. No. 8187 – Paternity Leave Act of 1996
- i. R.A. No. 11313 – Safe Spaces Act

Section 3. INTERNATIONAL WORKING WOMEN’S DAY. The UNIVERSITY shall organize International Working Women’s Day celebration with the AUPAEU, and encourage its employees to attend, on official time, activities inside or outside the UNIVERSITY to commemorate International Working Women’s Day.

ARTICLE VIII HEALTH AND SAFETY

Section 1. OCCUPATIONAL SAFETY AND HEALTH. The UNIVERSITY shall implement existing legislation, practices and standards in occupational safety and health, including but not limited to 1) the provision of clean and potable drinking water; 2) the observance of proper air/floor space and office lighting and ventilation; 3) the welfare of persons with disabilities; 4) the requirements of a sexual harassment-free environment; and 5) provisions for safety preparedness in case of fire, emergencies and other disasters.

Section 2. FIRST AID. The UNIVERSITY shall establish first aid station/s and/or provide first aid kits in strategically located areas of 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.²

Section 3. PROTECTIVE CLOTHING. The UNIVERSITY shall provide, based on the nature of work, free protective clothing and gears and equipment and tools for faculty and REPS who 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. The UNIVERSITY will strive to include this in the annual General Appropriations Act (GAA).

Section 4. HAZARD PAY. The UNIVERSITY shall provide hazard pay to its Faculty and REPS, subject to Section 311 of the Government Auditing and Accounting Manual (See *Annex B1*), Section 21 of the Magna Carta of Public Health Workers (See *Annex B2*), and Section 7 of the Magna Carta for Scientists, Engineers, Researchers and Other Science and Technology Personnel in Government (See *Annex B3*). The positions shall be identified by the parties in the implementation of this Agreement. Funds for this purpose shall be incorporated in the annual budget of the UNIVERSITY. The UNIVERSITY will strive to include this in the annual General Appropriation Act (GAA).

Section 5. MOTHER AND CHILD-FRIENDLY SPACES. The UNIVERSITY shall provide child-friendly spaces and a nursing room station with adequate and well-maintained facilities in all buildings in all constituent universities.

² Civil Service Commission, Department of Health and Department of Labor and Employment Joint Memorandum Circular No. 1, s. 2020, Occupational Safety and Health (OSH) Standards for the Public Sector

The UNIVERSITY shall study the institutionalization of day care centers for children and declared dependents of employees.

ARTICLE IX UNION SECURITY

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

Section 2. CHECK-OFF. Upon receipt of a written authorization from the employees-members of the AUPAEU, the UNIVERSITY shall deduct, through the payroll, the corresponding union dues, assessments, fines and other deductions from the salaries of such members, based on the terms of payment as approved by the AUPAEU General Assembly or National Council in accordance with the AUPAEU Constitution and By-Laws. All deductions shall be remitted to the AUPAEU not later than sixty (60) days after the deductions are made.

Section 3. AGENCY FEE. In accordance with applicable PSLMC rules and guidelines, the UNIVERSITY shall deduct an amount equivalent to the AUPAEU's monthly union dues from the gross CNA incentive received by all faculty and REPS who are not members of the AUPAEU, but who are part of the negotiating unit and enjoy the benefits under this Agreement. Individual authorization is not necessary for the implementation of this provision. Such agency fee shall be remitted to the AUPAEU not later than 45 days after the deductions are made.

ARTICLE X PRIVILEGES FOR FACULTY AND REPS

Section 1. HOUSING. The UNIVERSITY shall endeavor to provide affordable housing programs for its Faculty and REPS in addition to existing ones. The UNIVERSITY shall provide off-campus housing facilities to faculty and REPS which are accessible to the campus if there is no more space for on-campus housing facilities.

Section 2. DORMITORIES. The UNIVERSITY shall endeavor to provide Faculty and REPS living outside the campus with space in dormitories under subsidized rates. The UNIVERSITY must provide slots in existing dormitories or may establish dormitories specifically for faculty and REPS with no housing within and near the campus.

Section 3. SHUTTLE SERVICE. The UNIVERSITY shall provide free shuttle service or equivalent transportation allowance to Faculty and REPS who are not living inside campus premises, subject to availability of funds.

Section 4. LEGAL SERVICE/ASSISTANCE. Except when the UNIVERSITY itself is the adverse party and in accordance with applicable rules and regulations, the UNIVERSITY agrees to provide legal service and/or assistance, including legal representation, to a Faculty or REPS who is sued for acts arising from his/her performance of duties and responsibilities.

Section 5. PROCESSING OF RETIREMENT PAPERS. The UNIVERSITY shall allow all Faculty and REPS who are about to retire to process their retirement papers and be relieved of their official functions and duties at least one month prior to the date of retirement. This shall not be charged to their leave credits.



Section 6. SPORTS PROGRAM AND FACILITIES. The UNIVERSITY shall regularly conduct a review of sports facilities and ensure its maintenance in each UP unit. UP employees will be given free use of the available sports facilities in their respective units.

The UNIVERSITY shall create a comprehensive sports program for employees, and shall undertake the construction of gyms and other sports facilities. These will be subject to a study of a Technical Working Group (TWG), to be constituted by the Union-Management Monitoring Committee (UMMC) as provided in Article XVIII.

Section 7. STUDY PRIVILEGE. The UNIVERSITY shall extend the same study privileges given to children of UP employees to dependents up to the third degree of consanguinity of single and couples without children, including partners and adoptive relationships.

This is only applicable for undergraduate students and is subject to University retention and attrition rules.

ARTICLE XI LEAVE PRIVILEGES OF FACULTY AND REPS

Section 1. Leaves of all 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 to academic employees shall continue to be enjoyed by them, without prejudice to such additional privileges as may be granted or authorized by competent authorities or by the Board of Regents in accordance with its powers under the UNIVERSITY Charter.

ARTICLE XII FRINGE AND ECONOMIC BENEFITS AND IMPROVEMENT OF COMPENSATION

Section 1. 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 diminution of such benefits, or as a restriction on the sole power of the Board of Regents to regularly adjust such benefits, 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 UMMC established under Article XVIII hereof, proposals or recommendations for submission to the Board of Regents, Congress and other proper authorities to improve benefits, terms and conditions of employment.

ARTICLE XIII REPS INCENTIVES

Section 1. The UNIVERSITY shall endeavor to provide incentives to REPS in recognition of meritorious achievements.

Section 2. The UNIVERSITY shall provide concrete support to promote the professional growth and wellbeing of REPS.

Section 3. REPS WELFARE AND DEVELOPMENT. AUPAEU shall be represented in REPS Personnel and Fellowships Committee and REPS Welfare Councils in all constituent universities and in the UP System RWC, in the formulation of implementing

rules and regulations and guidelines for each Constituent University. The UNIVERSITY shall ensure the setting up and access of REPS to existing development fund in all Constituent Universities.

ARTICLE XIV RETIREEES' BENEFITS

Section 1. The UNIVERSITY agrees to implement health maintenance and medical assistance programs for all retiring/retired employees, including but not limited to:

- a. 50% discount in confinement fees (pay ward) at UP PGH and local partner hospitals, net of the 20% discount given to senior citizens;
- b. Traditional health care services.

Section 2. The UNIVERSITY agrees to provide socio-cultural, wellness, and recreation programs for all retiring/retired employees, through the issuance of a RETIRED UP EMPLOYEE ID Card, which allows them access to programs including but not limited to:

- a. Training for livelihood projects;
- b. Sports and wellness programs;
- c. Free use of residential and online library facilities excluding book borrowing privileges; and
- d. Other rest and recreation programs including cultural shows, concerts and film viewing

ARTICLE XV HUMAN RESOURCE INFORMATION RECORDS

Section 1. There shall be one master personnel file for each Faculty and REPS containing information regarding their employment. The right to privacy of each employee shall be respected. Access for any purpose other than those required by his/her employment must have the written permission of the concerned faculty and REPS.

Section 2. A faculty or REPS shall have the right to submit material to his or her Personnel File. Any material identified by source may be placed in the Personnel File, with the knowledge of the employee concerned. Identification shall indicate the author, the committee, and the name of the officially authorized body generating the material. The faculty or REPS shall have the right to examine his or her files and have the right to submit a written rebuttal to any material included as part of the individual employee's HR records / files.

Section 3. The UNIVERSITY cannot provide a copy or give a third-party access to employees' personal and financial information without written consent from concerned employees.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. The parties have agreed on the "Grievance Procedure for the Academic Employees of the University of the Philippines". (See Annex C)

Section 2. A standing committee of permanent pool of members for the Grievance Committee shall be created in all Constituent Universities.

Section 3. The UNIVERSITY and AUPAEU shall ensure the continuing education and training of Grievance Committee members in all Constituent Universities.

[Handwritten signatures]

[Handwritten signatures]

[Large handwritten signature]

[Handwritten mark]

**ARTICLE XVII
ENHANCING UNION-MANAGEMENT COOPERATION**

Section 1. The AUPAEU and the UNIVERSITY shall actively work together in the promotion of social justice and dignity of employment / labor, a high standard of ethics in public service and strict observance of the norms of conduct of public officials and employees.

Section 2. All cost-saving and ecological measures related to the conservation of energy (fuel, electricity, and other utilities), water and office supplies, as well as improvements in solid waste management should only be implemented by the UNIVERSITY upon consultation with the AUPAEU.

Section 3. The AUPAEU and the UNIVERSITY will cooperate on measures that will enhance ecology and promote the health of its staff.

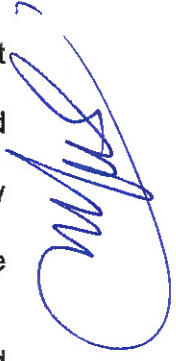
Section 4. All administrators at various levels will be provided a copy and comprehensive orientation of public sector unionism and this Agreement by AUPAEU with the assistance of the HRDO.

**ARTICLE XVIII
IMPLEMENTING AND MONITORING SCHEME**

Section 1. UNION-MANAGEMENT MONITORING COMMITTEE. For purposes of maintaining continuous lines of communication, consultation and dialogue between the UNIVERSITY and the AUPAEU, a Union-Management Monitoring Committee (UMMC) shall be created at the System-level to be composed of three (3) representatives from each party.

Section 2. The following shall be the functions and responsibilities of the monitoring committee:

- a. Convene regularly every month or as the need arises at such place and time that may be proposed and agreed upon by the parties;
- b. Monitor and resolve any controversy arising from the interpretation and enforcement of this Agreement;
- c. Prioritize the implementation of the provisions of this Agreement upon approval by the parties;
- d. Discuss and resolve any policy changes on matters pertaining to / affecting the terms and conditions of employment;
- e. Recommend appropriate courses of actions to higher authority; and
- f. Discuss recommendations for submission to the Board of Regents, Congress and other proper authorities to improve benefits, terms and conditions of employment.

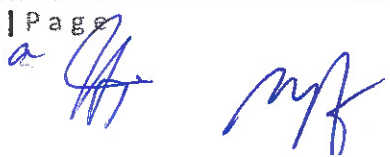


**ARTICLE XIX
BUDGET AND FUNDS**

Section 1. Within three (3) months from the date of effectivity of this Agreement, the Union-Management Monitoring Committee (UMMC) shall prepare and recommend to the UP President the necessary guidelines, for budgeting, financing, and accounting in the implementation of the provisions.

**ARTICLE XX
EFFECTIVITY AND TERM OF AGREEMENT**

Section 1. EFFECTIVITY UPON SIGNING AND RATIFICATION. The agreement shall become effective for the dates specified herein immediately after its signing and



ratification by a majority of the employees in the Collective Negotiating Unit and upon confirmation by the Board of Regents.

Section 2. TERM OF THE AGREEMENT; RENEGOTIATION AND RENEWAL. This Agreement shall remain in force and effect for a period of five (5) years, subject to the following:

- a. Within sixty (60) days prior to the expiration of the third year of its effectivity, the Parties agree to review, renegotiate and consider modifications of the provisions of this Agreement.
- b. Within sixty (60) days prior to the expiration of the fifth 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.
- c. Either Party may initiate a renegotiation or renewal of this Agreement by serving its written proposals to the other Party within the 60-day period referred to in the immediately preceding letters A and B above. 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.
- d. 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; and
- c. Distribution of copies to UP administrators at various levels.



The UNION shall be in charge of distribution/dissemination of copies to rank-and-file Union members. The printing and distribution should be done not later than one month from the signing thereof.

ARTICLE XXI CNA INCENTIVE

Section 1. COLLECTIVE NEGOTIATION AGREEMENT (CNA) INCENTIVE. The CNA incentive is granted to UP employees and officials as an act of goodwill, and 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.

Both the UNIVERSITY and the AUPAEU are committed to adopt measures to promote productivity, efficiency and economy of operations in fulfilling all its objectives and performance targets. Savings generated from these measures may be used as a source of additional annual CNA incentives for all employees, subject to applicable laws, regulations and circulars on CNA incentives. The UNIVERSITY shall, at all times, be transparent on the



financial status of the institution, and regularly provide AUPAEU a readable copy of its Financial Accountability Reports.

**ARTICLE XXII
MISCELLANEOUS PROVISIONS**

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

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

Section 3. The Parties agree to continue discussion on the matters stated in *Annex D* (List of Side Agreements) with the intention of arriving at side agreements during the life of the CNA.

Section 4. The Parties agree to review implementation of side agreements as needed.

IN WITNESS THEREOF, the Parties, through their authorized representatives, have signed this Agreement this _____, at the University of the Philippines Diliman, Quezon City, Philippines.

UNIVERSITY OF THE PHILIPPINES

ALL U.P. ACADEMIC EMPLOYEES UNION

By:


DANILO L. CONCEPCION
President

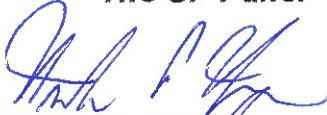
By:


MELANIA L. FLORES
National President



Signed in the presence of:

The UP Panel



Nestor G. Yupique
Vice President for Administration



Ariel S. Betan
Assistant Vice President for Administration and
Acting Director, UP System HRDO

Genaro A. Cuaresma
Director of Institution Building,
UP Resilience Institute and Faculty Member,
UP Los Banos



Geraldine C. Geronimo
Member, Secretariat



Ma. Cristina F. Filio
Member, Secretariat



Rebecca Anne L. Verzola
Member, Secretariat

The AUPAEU Panel



Celeste F. Vallejos
AUPAEU Panel Head

Ramon Guillermo
AUPAEU Panel Member



Ma. Stephanie Joy Andaya
AUPAEU Panel Member

Maria Francezca Theresa C. Kwe
Member, Secretariat



Atty. Benedicto Ernesto R. Bitonio, Jr.
School of Labor and Industrial Relations
Resource Person



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____)S.S.

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

GIID/ Passport No. Date/Place Issued

DANILO L. CONCEPCION

MELANIA L. FLORES

UP DILIMAN # 011000696 UP DILIMAN / 2010

all known to me to be the same persons who executed the foregoing instrument consisting of nineteen (19) 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 ____ day of _____ 2021 in the place above written.

Doc. No. _____:

Page No. _____:

Book No. _____:

Series of 2021.

List of Annexes

Annex A – Union officers with official time (Reference: Article III, Section 4)

Annex B – Hardship / Hazard Allowance (Reference: Article VIII, Section 4)

B1. Section 311, Government Auditing and Accounting Manual

B2. Section 21, Magna Carta of Public Health Workers (R.A. 7305)

B3. Section 7, Magna Carta for Scientists, Engineers, Researchers and Other Science and Technology Personnel in Government

Annex C – Grievance Procedure for the Academic Employees of the University of the Philippines (Reference: Article XVI)

Annex D – List of Side Agreements (Reference: Article XXII, Sections 3 and 4)



ANNEX A

UNION OFFICERS WITH OFFICIAL TIME

I. **All UP Academic Employees Union National Executive Board 2020**

President: Melania L Flores
Vice President for Faculty: Reginald S. Vallejos
Vice President for REPS: Rowell C. Malimban
Secretary General: Ma. Stephanie Joy A. Andaya
Treasurer: Remvert Bryan G. Placido
Auditor: Nelin E. Dulpina
PRO: Mariel Hiyas C. Liwanag
Board of Directors:
 Wilfredo V. Alangui
 Early Sol A. Gadong
 Carl Marc L. Ramota
 Noe M. Santillan

II. **All UP Academic Employees Union—Baguio Chapter**

President: Julie E. Tuguinay
VP for Faculty: Erlinda C. Palaganas
VP for REPS: Brenda Marie A. Dogup
Secretary: Romeo M. Dizon
PRO: Ides Josepina D. Macapanpan
Treasurer: Julieta S. Dela Pena
Board of Directors:
 Ruel D. Caricativo
 Benjamin George P. Meamo III
 Paul Samuel P. Ignacio

III. **All UP Academic Employees Union—Cebu Chapter**

President: Regletto Aldrich Imbong
VP for Faculty: Noe M. Santillan
VP for REPS: Cipriano Olita
PRO: Jaseluh Saturinas
Treasurer: Dexcem J. Pantinople
Board of Directors:
 Roberto Basadre
 Jay Jore
 Sheryl Alforque

IV. **All UP Academic Employees Union—Diliman Chapter**

President: Mary Grace R. Concepcion
VP for Faculty: Maria Francezca Theresa C. Kwe
VP for REPS: Celeste F. Vallejos
Secretary: Jocelyn P. Basa

PRO: Rolando C. Delos Reyes II
Treasurer: Glennis S. Uyanguren
Board of Directors:
Celia R. Balbin
Remvert Bryan G. Placido
Arlene J. Valbuena

V. **All UP Academic Employees Union—Iloilo Chapter**

President: Early Sol Gadong
VP for Faculty: Ma. Arve Bañez
VP for REPS: Shirley Golez
Secretary: Feby Carmen
Treasurer: Marie June Esprela
Board of Directors:
Ruchie Mark Pototanon
Hermie Cartagena
Anna Liza Erazo
Jan Pierre Rizalino Montecillo
Pilar Mercedes Retiracion

VI. **All UP Academic Employees Union—Los Baños Chapter**

President: Cris Lanzaderas
VP for Faculty: Laurence Castillo
VP for REPS: Beverly Pabro
Secretary: Jason Pozon
PRO: Glenn Ray Briones
Treasurer: Maria Dominique Culing
Board of Directors:
Jethro Pugal
Renz Frances Abagat-Manrique
Sariah Mae Saipudin

VII. **All UP Academic Employees Union—Manila Chapter**

President: Gene Alzona Nisperos
VP for Faculty: Fernando C. Ligot
VP for REPS: Rowel C. Malimban
Secretary: Reginald S. Vallejos
PRO: Kenneth Rey Ong Recio
Treasurer: Edelina P. dela Paz
Board of Directors:
Erlyn A. Sana
Fevito A. Obios, Jr.
Michael F. Mendoza

VIII. **All UP Academic Employees Union—Mindanao Chapter**

President: Jon Marx P. Sarmiento
VP for Faculty: Thea Kersti Tandog
VP for REPS: Remie M. Aurelio, Jr.
Secretary: Glory Dee A. Romo
PIO: Kriza Faye A. Calumba

Treasurer: Merlyn M. Pausanos

Board of Directors:

Theddeus R. Acuna

Joel Hassan G. Tolentino

Farah Aimée S. Virador

Public Affairs and Campaign Head: Luigie Lursh G. Almojano

Membership Head: Miguel Carlo S. Guillermo

Sports and Wellness Head: Jezreel M. Abarca

Research and Publication: Rommer R. Real

IX. All UP Academic Employees Union—Open University Chapter

President (Officer-in-Charge): Larry N. Cruz

VP for Faculty: Diego S. Maranan

VP for REPS: Carmelita A. Orías

Acting Secretary: Ria Valerie D. Cabanes

PRO: Eleanor P. Manipol

Treasurer: Margaret J. Suarez

Board of Directors:

Ria Valerie D. Cabanes

Larry N. Cruz

Roja L. Rivera

X. All UP Academic Employees Union—Tacloban Chapter

President: Ladylyn I. Mangada

VP for Faculty: John Ultra

VP for REPS: John de la Cruz

Secretary: Mars Edwenson Briones

PRO: Paulo Amascual

Treasurer: Mary Annilyn Villar

Board of Directors:

Florabel Banares

Anita Cular

Marvie Villones

Marilou Morales

**ANNEX B
HARDSHIP/HAZARD ALLOWANCE**

B1. Section 311, Government Auditing and Accounting Manual

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

1. Hardship or difficult areas
2. Strife-torn or embattled areas
3. Distressed or isolated stations
4. Prison camps
5. Mental hospitals
6. Radiation-exposed clinics or laboratories
7. Disease-infested areas
8. Areas declared under state of calamity or emergency

B2. Section 21, R.A. 7305 (Magna Carta of Public Health Workers)

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

B3. Section 7, R.A. 8439 (Magna Carta for Scientists, Engineers, Researchers and Other Science and Technology Personnel in Government)

Hazard allowance – S & T personnel involved in hazardous undertakings or assigned in hazardous workplaces, shall be paid hazard allowances ranging from ten (10%) to thirty (30%) percent of their monthly basic salary depending on the nature and extent of the hazard involved. The following shall be considered hazardous workplaces:

- (1) Radiation-exposed laboratories and service workshops;
- (2) Remote/depressed areas;
- (3) Areas declared under a state of calamity or emergency;
- (4) Strife-torn or embattled areas;
- (5) Laboratories and other disease-infested areas.

[Handwritten signatures and initials in blue ink]

ANNEX C

GRIEVANCE PROCEDURE FOR THE ACADEMIC EMPLOYEES OF THE UNIVERSITY OF THE PHILIPPINES²

1. RATIONALE

The *University of the Philippines (U.P. or the University)* and the *All UP Academic Employees Union (AUPAEU or the Union)* recognize the importance of maintaining a wholesome atmosphere for sustained, congenial, and harmonious relationships between employees and the University Administration.

The UNIVERSITY respects the employee's right to present his/her complaints and/pr grievances and have them resolved as expeditiously and judiciously as possible in the interest of the individual employee, and the whole University community. It is the declared intent of the Union and the University to promote the prompt, efficient and just resolution of grievances either by informal or formal procedures to promote the best interests and welfare of those concerned.

2. OBJECTIVES

- 2.1. To promote understanding and harmony between and among employees and the University Administration thereby ensuring institutional commitment, productivity, and justice.
- 2.2. To institute a system of handling complaints and grievances which allows their settlement at the lowest possible level and which provides procedures of settling disputes within the University.

3. COVERAGE

- 3.1. The grievance procedure shall cover the academic employees, consisting of the faculty, and the research and extension and professional staff (REPS) whether permanent, temporary, casual, or contractual, employed by the University of the Philippines

4. DEFINITION OF TERMS

- 4.1. *Complaints or grievance* – shall mean a written or oral expression of an employee's feeling of dissatisfaction with some aspects of his/her working conditions, relationships or status which are beyond his/her control and/or which arises out of a disagreement on the interpretation or reinforcement of the CNA, and which in the employee's opinion may have been ignored, overridden or dropped without due consideration or due process.
- 4.2. *Grievance Procedure* – refers to the process of determining the best possible way to solve or remedy the specific cause or causes of a complaint or grievance.

² Article XVII Section 1 of the Collective Negotiations Agreement (CNA) of the U.P. and the All U.P. Academic Employees Union (AUPAEU), effective for five (5) years from 12 December 2008. The *Technical Working Group* with the following Chair and Co-Chairs: former U.P. Vice President for Legal Affairs Theodore Te on the part of U.P. Administration; and Professor Teodoro C. Mendoza, College of Agriculture, UP Los Baños The U.P. – AUPAEU Union Management Monitoring Committee (UMMC) finalized the document on 26 October 2011. Final version with refinements agreed in the CNA negotiations: 13 February 2015. *Reference:* Article XVII Section 1. "The parties have agreed on the implementation of a grievance procedure for the academic employees of the University of the Philippines. Please see Annex C."



- 4.3. *Grievance Committee* – a duly constituted body of employees whose members come from the grievance committee membership pool tasked to settle or resolve grievances between employees and administration officials at the unit, college and the level of the Constituent University / Unit (CU).
- 4.4. *Grievance Committee Membership Pool* – refers to a body of employees referred to in Section 5.
- 4.5. *Unit heads* – refer to the Deans, Directors, Department Chairs, the immediate supervisor and their deputies or associates.

5. SCOPE OF GRIEVANCE

The grievance procedure shall apply to complaints or grievances as defined in Section 4.1. Complaints or grievances shall refer to any of the following:

5.1 Economic issues

Non-implementation of policies, practices and/or procedures on economic and financial issues, including other terms and conditions or employment fixed by law including salaries, incentives, working hours, leave benefits, and other related terms and conditions of employment.

5.2 Non-economic issues

- a. Non-implementation of policies, practices and procedures which affect employees from recruitment to promotion, tenure, detail, transfer, retirement, termination, layoffs, and other related issues that affect them.
- b. Physical working conditions
- c. Arbitrary exercise of discretion and/or administrative prerogatives.
- d. All other matters that cause employees dissatisfaction and discontent outside cases covered by economic, financial and other related issues.

6. THE GRIEVANCE COMMITTEE MEMBERSHIP POOL

- 6.1. A Grievance Committee Membership Pool consisting of twenty (20) employees who shall be nominated by AUPAEU and twenty (20) from the Administration to be appointed by the Chancellor of the Constituent University. Any vacancy in the Pool shall be filled by nominees nominated by the AUPAEU, and by the Administration and appointed by the Chancellor.
- 6.2. All members of the Grievance Committee Membership Pool shall be appointed by the Chancellor. The corresponding workload shall be credited once they sit as member of the GRIEVANCE COMMITTEE involved in settling a complaint or grievance.

7. THE GRIEVANCE COMMITTEE

The Grievance Committee is a duly constituted body which is tasked to settle or resolve a complaint or grievances between employees and the Administration. Drawn from the Grievance Committee Membership Pool, it shall be composed of the following:

- 1.1 A Chairperson, two (2) members chosen by the Union and two (2) members chosen by the Administration.

1.2 For each case of grievance, one Grievance Committee shall be formed as described in Section 6.1. The two (2) parties shall choose four (4) members from the Grievance Committee Membership Pool. A fifth member, who shall be the Chairperson, shall be selected from the Grievance Committee Membership Pool. The Chairperson must be a well-respected person in the university circle (excellent standing, good moral character, and good track record in human relations subject to their availability or consent). The Chairperson shall the formally constitute the Grievance Committee to be affirmed by the Chancellor. They shall be given the standard rate of honoraria for special committees, subject to existing University guidelines on the grant of honoraria.

1.3 Should there be a group of employees with grievances arising from the same complaints or grievance, only one (1) grievance committee shall be formed.

1.4 All grievances shall be settled within at most 15 working days at the Grievance Committee Level. After submission of the report of the Grievance Committee to the Chancellor, the same is automatically dissolved.

8.0 PROCEDURES FOR GRIEVANCE RESOLUTION

There shall be two (2) levels of resolving complaints or grievance: the informal and the formal level, as described below:

8.1 INFORMAL PROCEDURE FOR GRIEVANCE RESOLUTION

Within one (1) month from the day of the event on which the complaint is based, or from the day on which the grievant(s) knew or should have known of the event, the grievant(s) shall discuss the grievance with the Chair of the Department, or equivalent position in Institutes, Centers and Schools, with the objective of resolving the complaint informally.

The use of informal means to settle disputes shall not affect the right of the employees to invoke the procedures of Section 8.2 below.

If a settlement is reached, within twenty-one (21) days after a complaint is first raised with the Unit Head, the settlement shall be reduced in writing and signed by the Unit Head and grievant(s) which shall be binding on both and will bar recourse to Section 8.2.

8.2 FORMAL PROCEDURE FOR GRIEVANCE RESOLUTION

Step 1. Filing the grievance with the unit head. If a complaint is not settled within 21 days when raised with the Department Chair, a grievant(s) who decides to pursue the complaint must present it in writing to the Unit Head within fifteen (15) days of the incident. The grievant(s) and Union shall complete the Notice of Grievance (*Annex A*), which includes the specific provision(s) of the Agreement allegedly violated, the statement of the facts surrounding the grievance and the remedy requested. If the unit head is the subject of the grievance, the parties may automatically proceed to *Step 3. Grievance Committee*.

Step 2. Mediation and conciliation. The Unit Head shall, if requested, meet with the grievant(s) and the Union for mediation and conciliation. Within twenty-one (21) days of having received the grievance, the Unit Head shall provide a written decision on his or her disposition of the grievance to the grievant(s) and the Union.

Step 3. Grievance Committee. If the mediation and conciliation efforts fail to arrive at a resolution of the grievance, the Grievance Committee shall be constituted in accordance with Section 7. The Grievance Committee shall resolve the grievance by calling the parties to a meeting, and issue a resolution within fifteen (15) days. Formal notices of the resolution shall be furnished to the parties concerned, the unit / college or office involved, and the HRDO.

Step 4. Voluntary arbitration. If the grievance is unresolved by the Grievance Committee, the parties are encouraged to request mediation and conciliation from mutually agreed neutral persons, to resolve the grievance. If unresolved, the parties may refer the matter to a voluntary arbitrator, mutually agreed upon by the parties, whose decision shall be binding and not subject to further appeals.

To strengthen the grievance machinery, the UP and the AUPAEU shall agree to constitute and provide training and issue certificates of competency to the Grievance Committees at the college, unit and CU level, and the pool of voluntary arbitrators, conciliators and mediators for the speedy resolution of workplace disputes.

9. LEGAL COUNSEL

Parties to a grievance have the right to seek the advice of a legal counsel but the legal counsel is discouraged from directly participating in the deliberations or proceedings so as to facilitate more open discussions.

10. NO REPRISALS

No reprisal of any kind shall be taken against any employee because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file and basic file of any individual involved in the grievance procedure.

11. OFFICIAL FORMS

Annex A. Notice of Grievance and *Annex B.* Submission Agreement for Voluntary Arbitration are official grievance forms provided as annexes to this agreement.

12. IMPLEMENTATION OF DECISION

Unless appealed to the next higher authority within the prescribed period, the decision of a particular authority in each level shall be final and executory upon receipt of the same by the parties concerned.

ANNEX A. Notice of Grievance

- 1) Name of the complainant(s)
- 2) Position / Title(s)
- 3) Designation(s)
- 4) Present Section(s) or Division(s) of assignment
- 5) Immediate supervisor
- 6) Department or Unit of Assignment
- 7) Higher supervisor
- 8) Nature / Description of grievance
- 9) Settlement / Adjustment desired
- 10) Signature of Employee(s)
- 11) Signature of Union Official / Representative(s)
- 12) Date of filing
- 13) Action taken

ANNEX B. Submission Agreement for Voluntary Arbitration

Grievance Number: _____

Date: _____

To all concerned:

In accordance with Article XVI Section 1 of the Collective Negotiation Agreement (CNA) between the University of the Philippines (UP) and the All UP Academic Employees Union (AUPAEU), you are hereby notified that the following grievance is being appealed through the voluntary arbitration process, defined in *Step 4, Section 8.2 of Annex 1. "Grievance Procedure for Academic Employees of UP"*.

Name(s) of the party/parties appealing for voluntary arbitration:

Nature of grievance:

Office / unit / college: _____

Constituent University / Unit: _____

For the UP:

For the AUPAEU:

Name
Date

Name
Date

Attachment: Annex A. Notice of Grievance (original document)

References:

- Republic Act No. 9285. (02 April 2004), "An Act to Institutionalize the Use of an Alternative Dispute Resolution System in the Philippines, and to Establish the Office for Alternative Dispute Resolution, and for Other Purposes"

- Republic Act No. 9500 (29 April 2008), "An Act to Strengthen the University of the Philippines..."
- Collective Negotiation Agreement (CNA) between the University of the Philippines and the All U.P. Academic Employees Union, 12 December 2012.
- Memorandum No. MVG 03-114 "Grievance Machinery Procedure for UP Faculty and Non-UP Teaching Staff" issued on 28 October 2003.



**ANNEX D
LIST OF SIDE AGREEMENTS**

Further discussions through the UMMC shall prioritize agreement on the following:

1. **Technical Working Group on Technological Change and Policies on Online/Remote Learning.** The technical working group will formulate policies on technological change which responds to its increasingly powerful impact on work processes, working conditions, terms of employment, and job security in the university. It shall discuss, evaluate and regularly review policies and make recommendations regarding the development, acquisition, and implementation of learning management systems, enterprise resource planning software among others, as well as clarify and improve emerging policies on online/remote learning.
2. **Disaster and Emergency Program**
3. **Technical Working Group on Contractualization**
4. **REPS Concerns**
5. **Health and Wellness**

