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**MEMORANDUM FROM THE ACTING SECRETARY**

TO : All Regional Executive Directors  
Regional Directors  
Bureau Directors  
Heads of Attached Agencies

SUBJECT : **EMPLOYEES' UNION REPRESENTATIVE TO EXECUTIVE  
COMMITTEE (EXECOM) MEETINGS**

DATE : **APR 25 2022**

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Pursuant to the provisions of Section 7, Article 6 of the Collective Negotiations Agreement (CNA) with the Kalipunan ng mga Kawani sa Kagawaran ng Kalikasan (K4), you are hereby instructed to ensure that employees' union are properly represented during Execom meetings. This instruction is being issued as a reiteration of the previous issuance and to make sure that the sentiments of our employees are heard in relation to issues of your respective offices.

For strict compliance.

**JIM O SAMPULNA, CESO I**




MEMO NO. 2022 - 261

**Let's Go Green!!!**

**DENR-K4  
COLLECTIVE NEGOTIATION AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**


This Agreement is entered and executed this 14<sup>th</sup> day of June 2019 by and between:

 The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**, an agency of the government created under the laws of the Republic of the Philippines, with principal office address at Visayas Avenue, Diliman, Quezon City, Metro Manila, represented by its Honorable Secretary, **ROY A. CIMATU**, and hereinafter referred to as the “**DENR**”,


-and-

The **KALIPUNAN NG MGA KAWANI SA KAGAWARAN NG KALIKASAN (K4)**, a registered public sector labor union of the DENR’s rank-and-file employees, duly accredited by the Civil Service Commission (CSC), with principal office address at the DENR Central Office, Visayas Avenue, Diliman, Quezon City, Metro Manila, represented by its National President, **JOSE ISIDRO MICHAEL T. PADIN**, and hereinafter referred to as “**K4**”,


**WITNESSETH:**

 **WHEREAS**, Section 8, Article III of the 1987 Constitution provides that “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”;

**WHEREAS**, Section 18, Article II of the 1987 Constitution provides that “the State affirms labor as a primary social and economic force. It shall protect the rights of workers and promote their welfare”;

 **WHEREAS**, Section 2 of Executive Order (EO) No. 180 dated 01 June 1987, implementing the aforesaid provisions of the 1987 Constitution provides that “all government employees can form, join or assist employees’ organizations of their own choosing for the furtherance and protection of their interests. They can also form, in conjunction with appropriate government authorities, labor-management committees, works councils and other forms of workers’ participation schemes to achieve the same objectives”;

**WHEREAS**, CSC Memorandum Circular (MC) No. 30, Series of 1994 provides a checklist of reasonable working conditions in the public sector which aims to assist both management and union in establishing a working environment that will promote harmonious relationship between them, enhance the employees’ welfare and productivity, and contribute to the attainment of a responsible public service, in general, and the goals of the agency, in particular;

 **WHEREAS**, the Department of Budget and Management (DBM) issued Budget Circular No. 2006-1 dated 01 February 2006, as confirmed by Administrative (AO) Order No. 135 dated 27 December 2005, granting Collective Negotiation Agreement (CNA) Incentives from savings on Maintenance and Other Operating Expenses (MOOE) allotments of each year;

**WHEREAS**, K4 is recognized as the sole and exclusive negotiating agent for all the rank and file employees of the DENR as herein defined;

**WHEREAS**, K4 has mutually agreed to formally enter into a CNA to foster and promote a noble and enduring relationship between employees and management through the development of harmonious and good labor practices for the purpose of attaining maximum efficiency in providing services to the public and to improve the welfare and well-being of the workers through better employment and working conditions of the employees commensurate to the work being done;

**WHEREFORE**, for and in consideration of the foregoing, and in furtherance of labor-management cooperation, the parties hereby agree and stipulate on the following:

**ARTICLE I**  
**DECLARATION OF PRINCIPLES**

Section 1. DENR and K4 recognize the basic rights of workers to a living wage, security of tenure, welfare and career development, and humane working conditions.

Section 2. DENR and K4 agree to observe national policies, as well as the policies of international organizations that the Philippines has ratified, regarding the rights of workers to self-organization, collective bargaining and negotiation and peaceful concerted actions, including the right to strike, in accordance with law.

Section 3. K4 recognizes the authority and mandate of the DENR in the implementation of existing laws, rules and regulations, governing the terms and conditions of employment and the continuous provisions of employees' benefits and privileges, including the adoption and execution of policies on matters related to personnel actions and movements pursuant to Civil Service rules.

Section 4. DENR shall uphold the principle of non-interference in the establishment, organization, administration, management and activities of K4 as enshrined in Section 6 of EO No. 180.

Section 5. DENR and K4 shall observe and uphold pertinent laws, rules and regulations governing concerted activities in the government service being enforced by the DENR.

Section 6. The normal activities of K4 shall be conducted in consonance with its Constitution and By-Laws and shall be consistent with the responsibility of the government to provide efficient and effective public service.

Section 7. DENR and K4 shall promote a progressive and harmonious relationship and uphold the same to the letter and spirit of this agreement. Public service is paramount and shall not be prejudiced in any way.

**ARTICLE II**  
**DEFINITION OF TERMS**

**Bureaus** – refer to Staff Bureaus of DENR which include the Forest Management Bureau (FMB), the Land Management Bureau (LMB), the Ecosystems Research and Development Bureau (ERDB) and the Biodiversity Management Bureau (BMB), as well as the Line Bureaus which include the Environmental Management Bureau (EMB) and the Mines and Geosciences Bureau (MGB).

**Collective Negotiation Agreement (CNA)** – refers to the written agreement entered into by and between DENR and K4 in accordance with Executive Order No. 180 and other related applicable laws.

**KDCC** – refers to the K4-DENR Consultative Committee.

**Rank-and-File Employees** – refers to the rank-and-file employees, as defined under paragraph (ii) Section 1, Rule 1 of the Implementing Rules and Regulations (IRR) of EO No. 180, whose functions do not fall under the definition of a coterminous employee, a high level employee, or a highly confidential employee.

**Regional/Field Offices** – refers to the sixteen (16) DENR Regional Offices, seventy-six (76) Provincial Environment and Natural Resources (PENR) Offices and one hundred forty (140) Community Environment and Natural Resources (CENR) Offices, including its sub-offices.

**ARTICLE III  
COVERAGE**

This CNA shall cover rank-and-file employees in the DENR Central Office, Bureaus, Attached Agencies, and Regional Field Offices as listed in Annex A herein. However, DENR and K4 shall respect any existing CNA of the Bureaus and Attached Agencies, until the expiration of the same, and shall thereafter adopt this Agreement.

**ARTICLE IV  
DESCRIPTION OF THE COLLECTIVE NEGOTIATION UNIT**

The Collective Negotiation Unit (CNU) shall consist of rank-and-file employees of the DENR Central Office, Bureaus, Attached Agencies and Regional Field Offices.

**ARTICLE V  
K4 RECOGNITION AND SECURITY**

Section 1. **Accredited Sole and Exclusive Negotiating Agent.** DENR recognizes K4 as the accredited sole and exclusive negotiating agent of all DENR rank-and-file employees by virtue of Certificate of Accreditation No. 968 issued by the Civil Service Commission on 17 June 2014. A copy of the Certificate of Accreditation is provided in Annex B.

Section 2. K4 shall furnish DENR a copy of its Constitution and By-Laws and any amendments thereto. A copy of K4's Constitution and By-Laws at the time of execution of this Agreement is provided in Annex C.

Section 3. **K4 Membership.** All members of K4 at the time of the execution of this agreement, as well as those who shall thereafter become its members shall maintain membership therein of good standing for the duration of this CNA.

Section 4. **List of Employees.** DENR shall provide K4 with the updated list of the names of rank-and-file and other qualified employees with their respective positions, item number, salary grade, rate per month and place of designation within one month after the signing of this Agreement, and every first week of January thereafter.

Section 5. DENR shall not discriminate any employee by reason of membership or acts performed in accordance with law or pursuant to this CNA, as an officer or duly authorized representative of K4 pursuant to Section 5 of EO No. 180.

Section 6. The DENR shall ensure strict adherence to CSC rules and regulations on the approval of personnel actions and movements of incumbent K4 officers and members.

**ARTICLE VI**  
**K4 RIGHTS AND PRIVILEGES**

Section 1. Representation. DENR shall deal only through and directly with K4 or its duly authorized representatives on all matters and issues affecting the rights, benefits and interests of all rank-and-file employees covered by this Agreement.

Section 2. **K4/ Union Meetings on Official Time.** DENR shall allow K4 officers and affiliate union officers to attend union meetings, trainings, seminars, conferences and other activities related to union concerns equivalent to **fifteen percent (15%) of their official time per month**, subject to submission of applicable forms, in accordance with the DENR Manual of Authorities. This is non-cumulative and non-commutative, and must always yield to the exigency of the service, priority of which is public service delivery.

The conduct of the following K4 meetings shall be charged against DENR funds but not to exceed the frequency indicated below:

- |                                      |   |                         |
|--------------------------------------|---|-------------------------|
| a) Regular President's/Board Meeting | - | End of each quarter     |
| b) Special Presidents'/Board Meeting | - | Maximum of twice a year |
| c) Regular Assembly                  | - | First week of February  |
| d) Special General Assembly          | - | Once a year             |
| e) Convention                        | - | Once a year             |
| f) Assessment/Workshop               | - | Once a year             |

Section 3. **K4 Affiliate Unions' Annual General Assembly.** DENR shall allow K4 affiliate unions to hold their annual general assembly in their respective regions.

Section 4. **Administrative Actions Involving K4 Members.** K4 recognizes the inherent functions of the DENR management, such as the right to hire, assign, detail and fill vacancies, promote employees, as well as relieve, dismiss, suspend, demote and discipline employees for just cause and in accordance with the existing laws, rules and regulations.

However, the employee concerned may seek the assistance of K4 in taking appropriate action on any dismissal, lay-off, transfer, or any administrative action involving any rank-and-file employee as defined herein and in accordance with the existing DENR rules, and other pertinent CSC laws, rules and regulations.

Section 5. **Membership in Change Management Team.** In the event of reorganization or changes in the organizational structure, DENR shall include K4 Representatives as members of the Change Management Committee. This committee shall formulate policies incorporating inputs of affected personnel as a means of instituting good governance and transparency in the workplace. It shall formulate a comprehensive communication strategy that will inform the rank-and-file employees of the same and will solicit comments from personnel who may be affected by the changes.

Section 6. K4 shall participate in the consultation, formulation and implementation of policies, plans and programs affecting employee's rights, benefits and welfare covered by this Agreement.

Section 7. K4 shall be represented in the following Executive/ Management Committees in the DENR Central Office, Bureaus, Attached Agencies and Regional Field Offices, either as member (s) or observer(s):

**As Member:**

- a. Executive/ Management Committee Meeting
- b. DENR National and Regional Planning Workshop
- c. Human Resource Merit Promotion and Selection Board (HRMPSB)

- d. Grievance Committee
- e. Committee on Program on Awards and Incentives for Service Excellence (PRAISE)
- f. Uniform Committee
- g. Sports and Cultural Committee
- h. National GAD Focal Point System
- i. Performance Management Team
- j. Project H.O.P.E., and all other housing projects of the DENR
- k. Committee on Decorum and Investigation on Sexual Harassment Cases
- l. Human Resource Development Committee
- m. Committee on Merit and Promotion Plan Updating
- n. Committee on Special Events, such as employees' assemblies, anniversary celebrations, themed events and other related committees/ task forces

**As Observer:**

- a. Bids and Awards Committee (BAC)

For the goal of efficiently managing the union affairs and enhancing the labor-management relations at all levels, representation of K4 officers and affiliate union officers in meetings pertaining to the above-enumerated committees shall be on official time, and shall not be covered by the time limitation provided in Section 2.

The list of K4 national and local affiliate union officials, their positions in the Union, and their job positions, as provided in Annex D of this Agreement.

DENR will be regularly informed of the new sets of K4 officials and committee members in all levels.

**Section 8. Transaction with Other Government Agencies.** All DENR employees who have transactions with other government offices such as, but not limited to Government Service Insurance System (GSIS), Pagtutulungan sa Kinabukasan: Ikaw, Bangko, Industriya at Gobyerno (PAG-IBIG), Department of Foreign Affairs (DFA), Land Transportation Office (LTO), Philippine Statistics Authority (PSA), National Bureau of Investigation (NBI), Philippine Health Insurance Corporation (PhilHealth), Land Bank of the Philippines (LBP), Development Bank of the Philippines (DBP), Professional Regulation Commission (PRC), Courts of Justice, Local Government Unit (LGU) offices and the Office of the Ombudsman shall be considered on official time and shall be subject to the approval of pass slips.

**Section 9. Union Office and Equipment.** DENR shall provide office equipment and communication facilities, including the maintenance thereof, to K4 affiliate unions for customary use in its activities, as provided for in K4's annual plans and programs. The said plans and programs shall be submitted to the DENR management on the first month of every year.

**Section 10. Principal/Chapter Union Office.** DENR shall endeavor to provide K4 with a respectable office, including facilities, office equipment and supplies, which shall serve as the principal office or central headquarters of K4 located inside the premises of DENR Central Office, Visayas Ave., Quezon City. K4 shall be responsible for providing its own employees to take charge of said office and in maintaining appropriate order and decorum within the premises.

**Section 11. Use of Vehicles.** K4 shall be given access to DENR service vehicles for the use of its representatives when attending meetings called by any government agency or any accredited organization on matters concerning the welfare of the employees, subject to availability and in accordance with applicable rules and regulations.

**Section 12. Communications.** DENR shall allocate a dedicated K4 webpage and e-mail address in its official website to institutionalize the proper dissemination of knowledge and information directly affecting the general welfare of the employees nationwide. *Provided*, no such

information shall be libelous, scurrilous, derogatory in any manner detrimental to public order and good relationship between DENR and K4.

Section 12.1 **Bulletin Boards.** DENR shall provide K4 with decent and spacious bulletin boards for K4 notices. *Provided*, such notices shall not be libelous, scurrilous, derogatory in any manner detrimental to public order and good relationship between the DENR and K4. *Provided further*, K4 will be responsible for the maintenance and/or repairs of the said bulletin boards.

Section 12.2 **Union Accessibility to Documents.** DENR shall provide K4 with all records/documents/communications and/or any related information on file, upon written request, whenever such is necessary for the benefit and interest of the employees, for transparency, and for exemplary public service, subject to DENR policy on disclosure and release of documents and applicable laws, rules and regulations.

Section 13. **Livelihood Projects.** DENR shall provide training and technology-transfer seminars for income-generating programs and activities on official time for the benefit of K4 members, subject to DENR-K4 policy guidelines, rules and regulations.

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**ARTICLE VII**  
**WELFARE AND DEVELOPMENT OF DENR EMPLOYEES**

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Section 1. **Existing Privileges and Benefits.** The grant of all other privileges and benefits not provided for in this agreement but are presently being accorded to and enjoyed by the employees shall be continued by DENR.

Section 2. **Rights and Privileges Provided by Law.** All employees' rights and privileges provided by law, including CSC rules and regulations and those that may hereinafter be enacted, shall be deemed incorporated in this CNA.

Section 3. **Facilities for Pregnant Women, Persons with Disability (PWDs), and Senior Citizens.** DENR shall provide/install appropriate and adequate facilities for pregnant women, persons with disabilities (PWDs), senior citizens and employees who have special medical conditions in order to improve mobility and access to the workplace. K4 and the PWD/SC Desk shall jointly monitor compliance to Republic Act No. 7277 or the *Magna Carta* for Disabled Persons and Republic Act No. 9994 otherwise known as the Expanded Senior Citizens Act of 2010.

Section 4. **Transient Quarters.** DENR shall consider the accommodation of its personnel in the hostels/quarters/guest house facilities of the DENR subject to guidelines promulgated by the latter in consultation with K4.

Section 5. **DENR Canteen.** DENR shall provide a clean and decent space for canteen concession which shall be managed by K4 or its affiliates, subject to guidelines to be promulgated by K4 with the concurrence of DENR.

Section 6. **Shuttle Service.** DENR shall provide shuttle service to its employees in the Central, Bureaus, Attached Agencies, and Regional Field Offices, subject to availability of funds.

Section 7. **Day Care Center.** DENR shall allocate an area for Day Care Centers intended for the children of the employees in accordance with Executive Order No. 340 series of 1997. Such Day Care Centers shall be located within the premises of their respective administrative buildings. The operation and management of the Day Care Centers shall be subject to guidelines promulgated by DENR in consultation with K4.

Section 8. **Performance Incentives.** In line with CSC MC No. 01 Series of 2001, dated 26 January 2001 on the Program on Awards and Incentives for Service Excellence (PRAISE), DENR shall endeavor to encourage, recognize and reward employees, individually and in groups, for their suggestions, innovative ideas, inventions, discoveries, superior accomplishments, heroic deeds, exemplary behavior, extraordinary acts or services in the public interest, loyalty to government service and other personal efforts which contribute to the efficiency, economy and improvement in government operations and lead to organizational productivity.

The PRAISE Incentives shall be over and above the grant of the Performance-Based Bonus (PBB) under EO No. 80, subject to the guidelines promulgated by DBM.

Section 9. **Overtime Services.** Pursuant to the CSC-DBM Joint Circular No. 1 s. 2015, DENR shall adhere to the uniform policy on the availment of Compensatory Time-Off (CTO) and Compensatory Overtime Credit (COC) in lieu of overtime pay. However, payment of overtime services may be allowed subject to applicable DBM and Commission on Audit (CAO) rules and regulations.

Section 10. **Provision of Review Sessions for Career Service Eligibility.** The DENR may provide in-house Civil Service Examination review sessions, attendance to which shall be on official time.

**ARTICLE VIII**  
**HEALTH AND SAFETY OF DENR EMPLOYEES**

Section 1. **Clean, Healthy and Safe Facilities, Tools, and Services.** DENR shall conform and comply with applicable laws, rules and regulations requiring clean, healthy, and safeworking conditions for government employees as provided for in the CSC MC No. 30, Series of 1994. The provision by DENR shall include but shall not be limited to the following:

- a. Potable Water;
- b. Clean toilets or comfort rooms, including PWD comfort rooms;
- c. Accessibility features of building for PWDs, like ramps;
- d. Elevators;
- e. Natural or mechanical system of ventilation and lighting;
- f. Paramedics Corner/Space with First Aid Kit and medical supplies in all bureaus and regional-field offices;
- g. Janitorial services;
- h. Protective equipment and tools;
- i. Security for employees, clientele and personal properties while they are within DENR premises;
- j. Emergency Response Program;
- k. Parking space for employees; and
- l. Physical fitness facilities

Section 2. **Workers' Health Benefits.** DENR shall inform its employees on all health and medical benefits available to them under the Employees Compensation Commission (ECC), the Phi-Health, GSIS and other applicable programs and policies of the government.

Section 3. **Comprehensive Medical Health Card.** DENR shall endeavor to undertake a comprehensive Health Card Program for willing DENR employees.

Section 4. **Provision of Maintenance Medicine.** DENR shall endeavor to partner with health care providers to provide free maintenance medicine to DENR employees who have been regularly taking maintenance medicine for ailments such as, but not limited to, cardio vascular and hyper tension diseases. Like the Department's service vehicles and equipment that undergo worn-out stage and are allotted maintenance fund, human resources also need such maintenance fund. A certificate from a



licensed medical practitioner must be secured as proof that an employee is taking regular maintenance medicine.

Section 5. **Hazard Pay.** DENR shall provide Hazard Pay to DENR Employees tasked with performing functions and duties in critical, dangerous and hazardous areas, such as those personnel enforcing laws on anti-illegal logging, wildlife poaching and illegal trade, and mining. The positions shall be identified/ recommended by the appropriate DENR office, bureau, and/or attached agency concerned. Upon approval of the DENR Secretary, payment of hazard pay to incumbents of identified positions shall be subject to the rules and regulations provided by DBM.

Section 6. **Hazard and Accident Insurance.** DENR and K4 shall endeavor to provide hazard and accident insurance coverage to personnel whose works are dangerous and hazardous, payment of which shall be charged against the CNA incentive.

Section 7. **Wellness Program.** DENR, in coordination with K4, shall develop a wellness program which will include but will not be limited to annual medical, optical and dental examination, stress management program, as well as disease immunization and Tuberculosis and Hepatitis B Screenings, subject to availability of funds.

Section 8. **Occupational Safety.** DENR shall continuously improve the workplace and its facilities to ensure better working conditions for employees. DENR and K4 shall jointly monitor the implementation of existing legislations, practices, and standards in occupational safety and health.

Section 9. **Smoke-Free Zone.** All DENR facilities and its premises nationwide shall be declared as Smoke-Free Zones pursuant to the provisions of the CSC MC No. 17 series of 2009 and EO No. 26 series of 2017.

Section 10. **EMS, QMS, and ISO Certification.** DENR and K4 shall develop and implement the Environmental Management System (EMS) and the Quality Management System (QMS), and pursue ISO certification.

**ARTICLE IX**  
**LEAVE PRIVILEGES OF DENR EMPLOYEES**

Section 1. **Special Leave Privileges.** DENR shall grant its employees/K4 members a maximum of three (3) days of non-cumulative, non-commutable Special Leave Privileges every year, for any combination of the following:

- a. Birthday leave
- b. Emergency leave, in case of earthquake, typhoon, flood, and other natural and/ or manmade disasters or calamities, subject to certification from proper authorities
- c. Enrollment leave;
- d. Graduation leave;
- e. Wedding and honeymoon leave;
- f. Relocation leave, subject to the submission of certification from the barangay
- g. Bereavement/ burial leave
- h. Domestic emergency leave
- i. Hospitalization leave of immediate members of the family

Section 2. **Rehabilitation Leave.** DENR shall allow the grant of Rehabilitation Leave Privilege for a maximum of six (6) months for wounds and/or injuries sustained while in the performance of official duties, pursuant to the guidelines promulgated in the CSC-DBM Joint Circular No. 01, Series of 2015 and other subsequent issuances. Expenses incurred for first-aid treatments may be reimbursed, subject to availability of funds.

**ARTICLE X**  
**FRINGE BENEFITS AND IMPROVEMENT OF**  
**COMPENSATION FOR DENR EMPLOYEES**

Section 1. DENR and K4 shall endeavor to provide such other benefits that may hereinafter be granted by law, Executive Orders and Department Administrative Orders to government employees. It shall be noted that grant of fringe benefits requires legal authority or basis, whether by law or a presidential issuance. In the absence of such authority, fringe benefits cannot be granted.

**ARTICLE XI**  
**CNA INCENTIVE**

Section 1. In recognition of the joint efforts of DENR and K4 in achieving all planned targets, programs and services approved in the DENR budget at a lesser cost, DENR shall provide CNA incentive to its employees out of the savings generated by DENR pursuant to Public Sector Labor Management Committee (PSLMC) Resolution No. 4, Series of 2002, Malacañang Administrative Order No. 135 dated 27 December 2005, DBM Budget Circular No. 2006-1 dated 01 February 2006, and other applicable laws, rules and regulations. DENR, after consultation with K4, shall issue guidelines in accordance with the aforementioned issuances.

Section 2. Pursuant to existing policies, the grant of CNA incentive to all DENR officials and employees shall be based on eighty percent (80%) of agency savings and shall be apportioned as follow:

1. Fifty percent (50%) of the savings as monetary incentive and;
2. Thirty percent (30%) of the savings as non-monetary incentive to cover the improvement of the working condition and other programs and/or to be added as part of the CNA incentive, as may be agreed upon by the KDCC.

In an effort to generate savings and ensure the availability of funds to support the aforementioned monetary and non-monetary benefits within the duration of this Agreement, DENR and K4 shall jointly commit, as partners, to implement and monitor cost-cutting measures and system improvement pursuant to Malacañang Administrative Order No. 103 dated 31 August 2004 and other existing laws, rules and regulations.

**ARTICLE XII**  
**PROVIDENT FUND**

Section 1. **Provident Fund.** DENR shall endeavor to establish a Provident Fund, a socialized incentive scheme which shall serve as a savings and loan credit facility which shall cater to the needs of the officials and employees and provide supplementary welfare benefits to the employees, subject to DBM Circular No. 2008-3 and other existing laws, rules and regulations.

Section 2. **Management of Provident Fund.** DENR may allow the management of the Provident Fund by a Third Party Entity with expertise and exposure in Fund Management who shall preserve the fund accounts, safeguard its viability and ensure the security of members.

Section 3. **Contribution of Employees.** Employees who voluntarily join the Fund shall contribute an amount of not less than One Hundred Pesos (PhP100.00) per month to initially raise Cash Contribution for the Provident Fund.

**ARTICLE XIII**  
**RECRUITMENT, PLACEMENT, AND CAREER DEVELOPMENT**  
**FOR DENR EMPLOYEES**

Section 1. **Merit Selection and Promotion Plan (MSPP).** DENR, with the participation of K4, shall adopt, develop, update, and implement the **Merit Selection and Promotion Plan (MSPP)** duly approved by the CSC in relation to the 2017 Revised Omnibus Rules on Appointments and other Human Resource Actions as amended in July 2018.

All nominated representatives to the HRMPSB shall undergo training on laws, guidelines and procedures pertinent to DENR's recruitment, selection and placement process.

Section 2. **Continuing Education/Scholarship.** DENR shall endeavor to provide opportunities in the form of local and foreign scholarships for the continuing education and capacity-building of its employees. This shall include renewal of professional licenses of employees consistent with existing guidelines. K4 representative shall be a designated member of the Human Resource Development Committee (HRDC).

**ARTICLE XIV**  
**SPORTS AND CULTURAL ACTIVITIES**

Section 1. **Cultural and Athletic Programs.** DENR shall allocate a budget for the programs designed for the employees' physical fitness, cultural and social development. Implementation of programs and activities shall be delegated to K4, in coordination with the management, subject to the provisions of the General Appropriation Act (GAA) and other pertinent laws.

**ARTICLE XV**  
**CHECK-OFF OF UNION DUES, AGENCY FEES**  
**AND OTHER ASSESSMENT FEES**

Section 1. **Check-Off.** DENR shall allow the Automatic Payroll Deductions (APDs) of the Union Dues of K4 members and Agency Fees of non-K4 members based on the Complete List submitted to the Accounting Division of each affiliate which shall be remitted to the K4 Account through the respective Union Treasurer.

Section 2. **Agency Fee.** As provided for under Section 1 and 2 of PSLMC Resolution No. 1, Series of 1993 and pursuant to Paragraph 3.2 of DBM Budget Circular No. 2006-1, dated 01 February 2006, K4 shall collect a reasonable agency fee of not less than fifteen percent (15%) net of taxes of the CNA incentives from the rank-and-file employees and other qualified officials and employees who are not K4 members (as determined by the Management Union Consultative Committee who are not members of K4).

Agency fees collected by respective offices shall be remitted to K4 through its Treasurer not later than 15 working days from payment of CNA incentive.

**ARTICLE XVI**  
**LEGAL ASSISTANCE AND ADMINISTRATIVE INVESTIGATION**

Section 1. **Legal Assistance to K4 Members.** DENR shall provide free legal assistance/advice to K4 members if subpoenaed/summoned to testify as a witness for the agency before any court, tribunal or body exercising quasi-judicial function. *Provided*, the involvement of K4 members are in connection with the performance of their official functions.

Section 2. **Administrative Investigation.** K4 representative shall be allowed to observe in any administrative proceeding involving a K4 member.

**ARTICLE XVII**  
**VOLUNTARY ARBITRATION**

Section 1. The parties shall at all times endeavor to resolve amicably and in good faith any dispute that may arise in connection with or out of this Agreement. In the event that an amicable settlement is not reached, any party may bring its grievance to the Human Resource Relations Office - Civil Service Commission (HRRO-CSC) for voluntary arbitration. Any issue or dispute unresolved after exhaustive conciliation/mediation shall be certified for arbitration to the PSLMC.

**ARTICLE XVIII**  
**EMPLOYEE-MANAGEMENT COMMITTEE**

Section 1. **K4-DENR Consultative Committee (KDCC).** A National KDCC shall be created pursuant to DBM Budget Circular No. 2006-01, and to ensure implementation and monitoring of this CNA. Central, Bureau and Regional KDCC shall also be created to assist the National KDCC.

Section 2. **Composition.** The Chapters (Central, Bureau and Regional KDCC) shall be composed of six (6) committee members, three (3) of which shall be appointed by DENR and three (3) by K4.

Section 3. **Functions of KDCC.** The functions and responsibilities of the KDCC are as follows:

**3.1 National KDCC:**

- a. Consolidate monitoring reports from KDCC Chapters;
- b. Assist in the resolution of conflicts/controversies arising from the interpretation and/or enforcement of this CNA;
- c. Formulate policies and guidelines in the grant of the CNA incentive; and
- d. Validate the implementation of the CNA.

**3.2 Central, Bureaus and Regional KDCC**

- a. Recommend guidelines/criteria to be followed in the grant of CNA incentive;
- b. Recommend the amount of the CNA incentive;
- c. Monitor and report the implementation of the CNA; and
- d. Recommend a resolution to any controversy or conflict arising from the interpretation and/or enforcement of this CNA.

Section 4. **Meetings of the KDCC.** In order to monitor and report compliance with the provisions of this CNA, the National KDCC shall meet semi-annually or as the need arises. The Central, Bureaus and Regional KDCC shall meet and submit their report to the National KDCC quarterly.

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**ARTICLE XIX  
SPECIAL PROVISIONS**

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Section 1. DENR shall require all K4 members and officials who will retire, transfer and/or resign, to secure clearance from K4 or its affiliate.

Section 2. K4 shall submit a copy of the approved CNA to the CSC for registration within thirty (30) days after signing.

Section 3. DENR and K4 shall jointly conduct information dissemination on the contents of this agreement within thirty (30) days after its approval.

Section 4. The CNA may be renegotiated not earlier than one (1) year after its effectivity. *Provided*, notice of renegotiation shall be issued by either party within one (1) month prior to the renegotiation, subject to CSC rules and regulations.

Section 5. Pursuant to the IRR of EO No. 180 s. 1987, upon issuance of the certificate of registration no petition questioning the majority status of K4 shall be entertained and no certification election shall be conducted outside the sixty (60) day period immediately prior to the expiration of the CNA.

Section 6. The foregoing provisions shall be subject to the existing accounting laws, rules and regulations and other pertinent guidelines and shall be enforced in the interest of public service. Likewise, the minutes of the negotiation meeting shall form an integral part of this agreement and shall be attached as Annex E.

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**ARTICLE XX  
SEPARABILITY CLAUSE**

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In the event any provision of this Agreement is declared invalid by a competent court or authority, the remaining provisions to which such declaration does not pertain shall continue to be valid and remain in full force and effect.

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**ARTICLE XXI  
AMENDMENT CLAUSE**

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The parties are not precluded from agreeing on other provisions not contrary to law, public order, public policy, good customs and morals. No amendments shall be valid unless reduced into writing and signed by both parties.


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**ARTICLE XXII  
EFFECTIVITY AND DURATION**

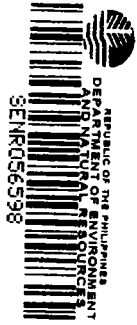
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This CNA shall be in effect for three (3) years beginning 16 May 2019 (2019-2022). Upon expiration of this Agreement, the provisions hereof shall continue to take effect until such time that a new Agreement is entered into by and between K4 and DENR.

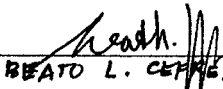
IN WITNESS WHEREOF, the parties have hereunto set their hands this 14<sup>th</sup> day of June 2019 in Quezon City, Philippines.

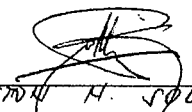
  
~~JOSE ISIDRO MICHAPE T. PADIN~~  
National President  
Kalipunan ng mga Kawani sa Kagawaran  
ng Kalikasan (K4)

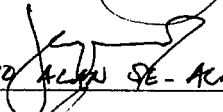
  
ROY A. CIMATU  
Secretary  
Department of Environment and  
Natural Resources (DENR)

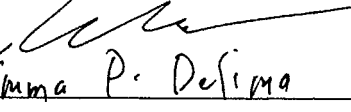


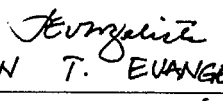
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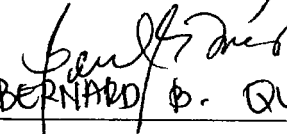
  
BEATO L. CEPHE, JR.

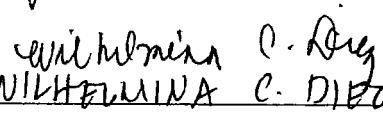
  
WINSTON N. SOLITE

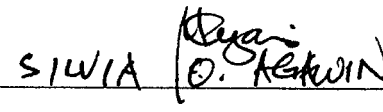
  
ROBERTO ALAN DE-ALCARAZ

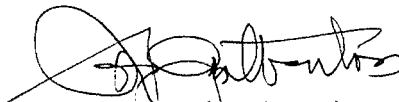
  
Emma P. Defima

  
JUAN T. EVANGELISTA

  
BERNARD B. QUIROS

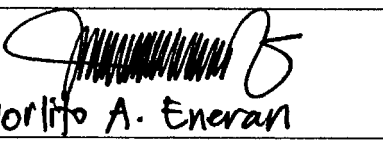
  
WILHELMINA C. DIEZ

  
SILVIA O. KEKWIN

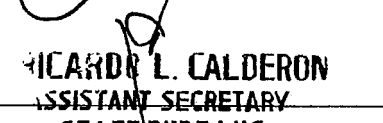
  
ALVIN GATBONTON  
KA VP Internat Affairs

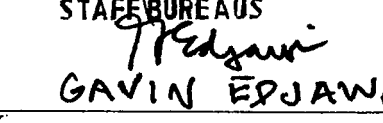
USEC. BENNY D. ANTHONDA  
Solid Waste Management,  
Local Government and Regions,  
Strategic Communication and Advocacy Service,  
Deputy Spokesperson

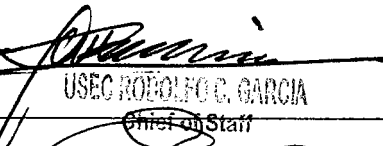
  
DION A. LAGUARDA  
Assistant Secretary

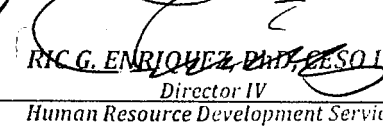
  
Norlito A. Eneran

JESUS ENRICO MOISES B. SALAZAR  
OIC, ASSISTANT SECRETARY FOR ADMINISTRATION

  
RICARDO L. CALDERON  
ASSISTANT SECRETARY  
STAFF BUREAUS

  
GAVIN EDJAWAN

  
USEC RODELITO C. GARCIA  
Chief of Staff

  
RIC G. ENRIQUEZ, PhD, RESO IV  
Director IV  
Human Resource Development Service