

Republic of the Philippines  
**ILOCOS SUR POLYTECHNIC STATE COLLEGE**  
Sta. Maria, Ilocos Sur - 2705 Philippines

**COLLECTIVE NEGOTIATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENT:

This Collective Negotiation Agreement (CNA) entered into and executed this 16th day of September 2009 by and between:

The **ILOCOS SUR POLYTECHNIC STATE COLLEGE (ISPSC)**, duly created by virtue of Republic Act 8547, with principal office address at Sta. Maria, Ilocos Sur, represented by its President, **DR. RAFAEL B. QUERUBIN**, hereinafter referred to as the “**COLLEGE**”;

And

The **ILOCOS SUR POLYTECHNIC STATE COLLEGE FEDERATED FACULTY UNION (ISPSC - FFU)**, a legitimate labor organization comprising the faculty of ISPSC with DOLE-CSC Certificate of Registration No.1692, dated November 3, 2008, CSC Certificate of Accreditation No. 723 dated January 14, 2009, represented by its President, **DR. WILMA M. PONCE**, with office address at Ilocos Sur Polytechnic State College, Sta. Maria, Ilocos Sur, hereinafter referred to as the “**UNION**”;

**WITNESSETH:**

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

*Article II, Sec. 18.* The state affirms labor as a primary social economic force; it shall protect the rights of workers and promote their welfare;

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

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

*Article XIII, Sec. 3.* The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote full employment and equality of employment opportunities for all.

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

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

**WHEREAS**, the COLLEGE recognizes the right of employees to self-organization and to collective negotiations on terms and conditions of employment or improvements thereof as embodied in CSC MC No. 30, s. 1994;

**WHEREAS**, the UNION is the sole and exclusive negotiating representative of the faculty of the COLLEGE;

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

**NOW, THEREFORE**, for and in consideration of the foregoing and the stipulation hereunder set forth, the COLLEGE and the UNION agree and bind themselves to the provisions of this Collective Negotiation Agreement (CNA).

## **ARTICLE I**

### **DECLARATION OF PRINCIPLES**

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

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

**Section 3.** The COLLEGE and the UNION believe in the equality among men and women and eradication of all forms of discrimination, and thus recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive institution.

**Section 4.** The COLLEGE shall not interfere with and be informed about the establishment, operations, and administration of the UNION and its programs, projects and activities; provided these are not contrary to law, CSC rules and regulations and policies of the COLLEGE.

**Section 5.** The COLLEGE recognizes the participation of the UNION in the formulation of policies, plans and programs affecting the rights, career development, welfare and benefits of the faculty.

**Section 6.** The UNION recognizes the authority and prerogative of the COLLEGE to implement laws and policies governing the terms and conditions of employment, including the efforts of the COLLEGE to professionalize the civil service.

## **ARTICLE II**

### **COVERAGE AND SCOPE**

**Section 1.** The parties agree that this CNA covers all rank-and-file faculty members in all ISPSC campuses, whether UNION member or not, regardless of academic rank, position or designation, and length of service, either permanent or contractual, who are employed by the COLLEGE.

## **ARTICLE III**

### **UNION RECOGNITION, REPRESENTATION, RIGHTS, AND PRIVILEGES**

**Section 1.** The COLLEGE recognizes the UNION as the sole and exclusive representative of the ISPSC faculty as defined in Article II.

**Section 2.** The COLLEGE shall not discriminate any member of the faculty due to membership in the UNION, or any member, officer, and/or duly authorized representative of the UNION, for acts performed in accordance with law, or pursuant to this CNA.

**Section 3. UNION MEETINGS.** Upon written request and approval, the COLLEGE shall allow the UNION to hold the following meetings on official time, not to exceed the frequency, as indicated below:

- a. General Assembly: one (1) session, once a year
- b. Special General Assembly: one (1) session, maximum of two (2) sessions a year
- c. Regular quarterly meeting: four (4) sessions a year

- d. Special meeting of the executive officers: as the need arises
- e. Faculty meeting at the campus level: as the need arises

**Section 4. OFFICIAL TIME/UNION TIME-OFF PRIVILEGE.** The COLLEGE shall allow the UNION officials, members, and/or its duly authorized representatives to perform and accomplish on official time their duties and responsibilities as members of the UNION. They shall be intermittently and temporarily free from their official duties for the purpose of employee representation, in order to promote and enhance labor-management relations at all times and at all levels; provided that such union time-off privilege is within reasonable time limits and frequency not to hinder the delivery of services to their clientele nor prejudicial to the interests of the COLLEGE; provided further that prior notice of not less than three (3) days before enjoying said time-off is given to the faculty member's immediate supervisor; provided finally that approval of said immediate supervisor is not necessary but just to ensure that said faculty member seeking time-off has no pending assignment.

**Section 5. UNION OFFICE.** As a form of assistance and an act of goodwill, the COLLEGE shall allow the UNION in all its constituent campuses to utilize free of charge any available office space, furniture, equipment, communication facilities, including but not limited to office supplies and materials necessary for its operations.

**Section 6. GYMNASIUM, AUDITORIUM, CONFERENCE HALLS AND OTHER FACILITIES.** The COLLEGE shall allow the UNION to use the gymnasium, auditorium, conference hall and other premises including facilities for its meetings and other activities, subject to their availability; provided that a written request is made at least five (5) working days prior to such activity.

**Section 7. TRANSPORTATION AND ATTENDANCE TO OFFICIAL MEETINGS, TRAININGS, WORKSHOPS, CONFERENCES, SEMINARS AND OTHER SIMILAR ACTIVITIES.** In accordance with Sec. 4 hereof and upon written request and approval, the COLLEGE shall allow the UNION the use of service vehicles for its representatives when attending official functions called by any government agency or any duly accredited organization on matters concerning the welfare of COLLEGE personnel. Pursuant to CSC and DBM policies on travel on official business, the COLLEGE shall also provide the usual travelling expenses, per diems, allowances, registration fees and other fees incidental to travels whenever UNION members and/or officers are authorized by the COLLEGE President and/or other school officials to attend official meetings, trainings, workshops, conferences, seminars, and other similar activities called by any government agency or duly accredited organization on matters governing the welfare, benefits and professional growth of UNION members; subject to availability of funds and in accordance with accounting and auditing rules and regulations.

**Section 8. BULLETIN BOARDS.** The COLLEGE shall allow the UNION the use of bulletin boards available in strategic areas in every campus for

dissemination of information to UNION officers and members, subject to the conditions of CSC MC No. 33, s. 1994.

**Section 9.** The COLLEGE, through the Human Resource Management Office (HRMO), shall inform in writing the UNION regarding the retirement or resignation as well as dismissal, transfer, or detail of a faculty member, at least, five (5) working days after the filing of notice of such retirement or resignation, or five (5) working days before the effective date of dismissal, transfer, or detail of a faculty member.

**Section 10. COMMITTEE REPRESENTATION.** To promote participative decision-making and transparency, the COLLEGE shall allow representative/s of the UNION in all the committees and/or similar bodies of the COLLEGE, including special and ad-hoc committees that may be subsequently formed or established, as prescribed or specified by CSC policies, rules, and regulations and other laws, which affect the interest and welfare of the faculty members as may be agreed upon by the parties at the UNION-MANAGEMENT CONSULTATIVE BODY (UMCB), such as but not limited to:

- a. Personnel Selection Board (PSB);
- b. Adjudication/Arbitration Committee
- c. Grievance Committee
- d. Accreditation Committee
- e. PRAISE Committee
- f. Curriculum Development and Revision Committee
- g. Faculty and Staff Development Committee
- h. Finance Committee
- i. Instructional Materials Development Committee (IMDC)
- j. Performance Evaluation Review Committee (PERC)
- k. Sabbatical Leave Award Committee (SLAC)
- l. Committee on Decorum and Investigation (CODI)
- m. Bids and Awards Committee (BAC)

Pursuant to CSC MC No. 3, s. 2001 as amended by CSC MC No. 4, s. 2005, the function of the PSB shall be to assist the COLLEGE President in the judicious and objective selection of candidates for appointment in accordance with the approved Faculty Merit Selection Plan. Hence, the duties and functions of the PBS shall be assistorial and not recommendatory in nature.

In the case of the BAC, the UNION representative who has technical expertise relevant to the procurement at hand shall sit as observer.

**Section 11. SOCIO-ECONOMIC PROJECTS.** The COLLEGE shall support the UNION in the latter's efforts to establish socio-economic projects that will not compete with the existing projects of the College and that will redound to the benefit of the UNION, its members, and other employees; provided that these are not contrary to existing laws and regulations including policies of the COLLEGE. In this regard, the COLLEGE shall allocate a parcel of its landholdings and other properties including fruit trees and fishponds and allow the

UNION the free use of its structures, facilities, tools, and equipment by way of usufruct for purposes of the latter venturing in livelihood projects.

**Section 12. BILL OF RIGHTS.** Whenever a formal complaint is filed against a UNION member, the following shall be applicable:

- a. No member shall be forced to sign a statement of complaint against him/her;
- b. If the COLLEGE pursues an investigation based on such complaint, the member shall be promptly advised of said complaint and be afforded an opportunity to confront the complainant and any witness that may be presented against him/her, and to submit evidence in his defense. The respondent shall have the right to be supported by the UNION while the case is under litigation; and
- c. Before any formal decisions are made, the COLLEGE and the UNION shall jointly review and consider all available data and evidences, whether or not such are offered by the complainant or defendant.

**Section 13. LEGAL ASSISTANCE.** The COLLEGE shall provide a legal counsel to assist and represent a UNION member in any of the following instances; provided the COLLEGE is not the plaintiff:

- a. The member is sued for action taken by him/her in the course of his/her employment and within the scope of his/her duties and responsibilities; and
- b. The member must appear as a witness and/or is subpoenaed to appear in court on matters arising in the course of his/her employment and within the scope of his/her duties and responsibilities.

## **ARTICLE IV**

### **RECRUITMENT, PROMOTION, DISCIPLINE, AND TERMINATION OF FACULTY**

**Section 1.** The COLLEGE shall strictly adhere to the principles of merit, fitness and equality as enunciated in the Commission on Higher Education (CHED) and CSC policies, rules and regulations regarding recruitment, promotion, discipline, and termination of faculty.

**Section 2. MERIT PROMOTION PLAN.** The COLLEGE shall ensure the implementation of its existing Board of Trustees (BOT)-approved Merit Promotion Plan for faculty and source out funds in accordance with CSC MC No. 3, s. 2001.

**Section 3. PROMOTION/UPGRADING.** The COLLEGE shall strictly adopt the laws, circulars and other similar orders of the Department of Budget and

Management (DBM), CHED, CSC, Philippine Association of State Universities and Colleges (PASUC), and other agencies appropriate for promotion/upgrading of closed career positions/ranks of faculty in state universities and colleges (SUC).

**Section 4. NEXT-OF-KIN.** The COLLEGE shall give preference to employ the next-of-kin of a faculty member who is separated from service by retirement, permanent incapacity or death, and upon written application, to be appointed to any vacant/bottom item plantilla position; provided that said next-of-kin possesses the competence and civil service qualifications required of the job and other requirements relative to CSC MC No. 3, s. 2001; provided further that such employment depends upon the needs of the COLLEGE.

As used herein, next-of-kin refers to the spouse or any of the children provided that only one next-of-kin will avail of this privilege.

**Section 5. ADMINISTRATIVE CASE.** The COLLEGE shall take disciplinary action against faculty members only for just cause and upon observance of the principle of due process. The COLLEGE shall at all times uphold the principle of a speedy trial.

**Section 6. SEVERANCE OF EMPLOYMENT.** Except for voluntary resignation, retirement, or expiration of contract or appointment, employment shall be terminated only for just cause and after due process.

**Section 7. REORGANIZATION OR INTERNAL RESTRUCTURING.** Should there be a plan of reorganization or restructuring, the UNION shall be informed through a dialogue before such plan is forwarded to the BOT for appropriate action.

**Section 8. LIST OF NEW EMPLOYEES.** The COLLEGE shall furnish the UNION, upon proper request and representation, with a list of faculty members who have been issued new appointments/contracts. Likewise, the COLLEGE shall make available, upon request of the UNION and approval of the COLLEGE President, a copy of the plantilla of positions of employees.

## **ARTICLE V**

### **FACULTY MEMBERS' EDUCATION PROGRAM**

**Section 1.** The COLLEGE shall provide support to the UNION in the conduct of an annual training or seminar for faculty for the purpose of enlightening them of their rights, privileges, obligations, and responsibilities under the law and this CNA, subject to availability of funds. Attendance in such training or seminar shall be on official time.

**Section 2.** The COLLEGE shall allow the UNION to conduct on official time an orientation program for newly appointed or hired faculty members,

concerning the UNION's constitution and by-laws, programs, projects, activities, benefits, and obligations under this CNA.

**Section 3.** In accordance with Secs. 4 and 7, Art. III hereof, UNION members shall be allowed to attend on official business, workers' programs, seminars, general assemblies, conferences, conventions, symposia, forums, and other capability-building programs, including leadership training in trade unionism, workers' congresses and familiar activities conducted by government agencies and non-government organizations for public sector unions.

## ARTICLE VI

### EDUCATIONAL, PROFESSIONAL, SOCIAL AND SPORTS DEVELOPMENT

**Section 1. FACULTY DEVELOPMENT.** The COLLEGE shall ensure and promote faculty development programs which shall include but not limited to fellowships, and attendance in conferences, conventions, seminars, workshops, trainings and other similar development programs which the COLLEGE may deem necessary; subject to availability of funds, and in accordance with accounting and auditing rules and regulations.

**Section 2.** The COLLEGE shall allocate sufficient budget to ensure that Human Resource Development (HRD) programs, such as scholarships and trainings are provided to faculty in accordance with Sec. 1(a.5) of AO No. 103, s. 2004; subject to accounting and auditing rules and regulations.

**Section 3.** The COLLEGE and the UNION shall jointly initiate programs that will improve the technical capabilities of faculty who are doing technical works/tasks.

**Section 4.** The COLLEGE shall inform the UNION, through the HRMO, of all its career development programs for faculty. The awarding of training, study, scholarship and other similar grants, both local and foreign, shall be governed by the conditions and/or requirements set by the benefactor, if any, and/or policies, rules and regulations that may be formulated by the Faculty and Staff Development Committee as well as in accordance with Sec. 1(a.5) of AO No. 103, s. 2004.

**Section 5.** Subject to the provisions of the General Appropriations Act (GAA), the COLLEGE and the UNION shall jointly implement sports development and recreational programs to enhance the physical and mental well-being of the faculty. The COLLEGE shall set through an office circular 4:00 o'clock to 5:00 o'clock in the afternoon every last Friday of the month as physical fitness time except on occasions when the faculty are required to attend to an official business, on leave of absence and other justifiable reasons. It shall likewise provide the necessary physical fitness, sport and/or recreational equipment and facilities for use free of charge.



**Section 6.** Subject to the provisions of the GAA, the COLLEGE and the UNION shall jointly implement annual office outings or excursions, periodic social and team building programs for faculty social development. The COLLEGE shall source out funds for such programs and activities, subject to availability of funds.

**Section 7. FAMILY DAY CELEBRATION.** Subject to the provisions of the GAA, an annual campus-based Family Day celebration shall be held preferably in the month of December wherein all faculty members are enjoined to participate together with their families. The COLLEGE shall source out funds for such activity, subject to availability of funds.

## **ARTICLE VII**

### **GENDER EQUALITY**

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

**Section 2. DAY-CARE CENTER.** Pursuant to Sec. 4, EO No. 340, s. 1997, the COLLEGE agrees to establish day-care centers in its campuses. As soon as funds are available, the COLLEGE shall operationalize, at least, one (1) day-care facility in its campuses per year. Hence, the campuses shall be prioritized based on the total number of female faculty members. The UNION shall be represented in the management committee or similar bodies overseeing the operation of the day-care facility.

**Section 3. INTERNATIONAL WOMEN'S DAY.** In accordance with Secs. 4 and 7, Art. III hereof, the COLLEGE shall allow the faculty to attend, on official time, activities inside or outside the COLLEGE in celebration of International Women's Day and other similar activities; provided that incurred travel expenses shall be shouldered by the participants.

## **ARTICLE VIII**

### **UNION SECURITY**

**Section 1. MEMBERSHIP IN THE UNION.** All faculty members of the COLLEGE who are permanent and contractual as of the date of signing of this CNA are qualified for UNION membership. Subsequent to the signing of this CNA, faculty members occupying plantilla positions shall likewise be eligible for membership.

**Section 2. CHECK-OFF.** Upon receipt of a written authorization from the members of the UNION, the COLLEGE shall instruct the Cashier to deduct the

corresponding UNION dues, assessments, fines, and other deductions from the salaries/wages of its members based on the terms of payment as approved by the UNION Officers. All deductions shall be remitted to the UNION treasurer as soon as possible but not later than ten (10) working days after the deductions are made.

**Section 3. ORGANIZATIONAL RELATIONS.** The UNION shall be a partner of the COLLEGE in evolving development programs/projects of the latter on issues and concerns provided under EO No. 180, s. 1987, and implementing rules and regulations. As partner-in-development, the UNION shall advocate change for growth, progress and full development of the COLLEGE and its faculty.

**Section 4.** The COLLEGE shall require UNION members who will retire, transfer and/or resign to secure a clearance from the latter for property and monetary accountabilities.

**Section 5.** The COLLEGE shall ensure that the UNION is free from harassment for programs, projects and activities undertaken; provided that such programs, projects and activities are not prejudicial to the smooth operation of the COLLEGE or contrary to law, established rules and regulations, and policies of the COLLEGE.

## ARTICLE IX

### HEALTH AND SAFETY

**Section 1. SAFETY AND HEALTH REQUIREMENTS.** The COLLEGE shall observe and implement applicable laws, rules and regulations requiring safety, health, and sanitary working conditions and provide the same to the faculty, such as but not limited to: (a) clean and potable drinking water; (b) proper air/floor space and office lighting and ventilation; (c) special facilities for persons with disabilities; and (d) policy requirements for a sexual harassment-free environment.

**Section 2. ANNUAL PHYSICAL, MEDICAL AND DENTAL EXAMINATIONS.** The COLLEGE shall extend free annual physical, medical and dental examinations for all faculty members as prescribed by law. In this regard, a competent medical and dental staff manning a well-equipped clinic shall be provided by the COLLEGE.

**Section 3. FIRST AID.** The COLLEGE shall provide first aid kits in strategic areas where no medical clinic is located in the premises. For this purpose, teams of faculty members shall be formed in every campus and trained in first aid administration pursuant to CSC MC No. 33, s. 1997.

## ARTICLE X

### FACULTY WORKLOAD AND WORK SCHEDULE

**Section 1. REGULAR FACULTY.** The COLLEGE shall pursue and exert efforts to upgrade positions of faculty same as those enjoyed by other SUCs.

**Section 2. FACULTY WORKLOAD.** The regular workload of the faculty shall be eighteen (18) units per week as prescribed by BOT Res. No. 74, s. 2000 but not less than twenty-five (25) hours of service per week; fifteen (15) hours of actual classroom teaching and ten (10) hours of preparation which include among others lesson planning and academic advising as prescribed in the Faculty Manual (BOT Res. No. 197, s. 2004). The faculty shall be required to keep records of their attendance using the latest technology available.

**Section 3.** Regular faculty members rendering official duties in excess of regular workload and hours of service shall be granted compensatory time-off in lieu of overtime service rendered without pay, in case where funds are not available, in accordance with the Joint CSC-DBM Circular No. 2, s. 2002.

**Section 4.** Faculty members who are required to perform their regular functions on Saturdays, Sundays or holidays due to exigency of service shall, upon consultation with supervisor concerned, be granted service credits.

**Section 5. FLEXI-TIME SCHEDULE.** The COLLEGE shall allow flexible working hours for faculty so that they can perform their functions of instruction, research, extension, production and/or administration in accordance with CSC policies, rules and regulations.

**Section 6.** The COLLEGE and the UNION agree that the provisions and guidelines in the Faculty Manual shall prevail for all other concerns regarding faculty workload and work schedule not herein included.

## ARTICLE XI

### LEAVE PRIVILEGES OF FACULTY

**Section 1. MATERNITY/PATERNITY LEAVE.** The COLLEGE shall grant sixty (60) days maternity and seven (7) days paternity leaves to qualified faculty as mandated by law and CSC policies, rules and regulations.

**Section 2. REHABILITATION LEAVE FOR JOB-RELATED INJURIES.** The COLLEGE shall ensure the implementation of rehabilitation leave for work-related injuries in accordance with Joint CSC-DBM Circular No. 1, s. 2006 and relevant CSC circulars. Absence during any period of disability in such occasion shall be on full pay, but not to exceed six (6) months, and shall not be charged against the sick leave or vacation leave of the faculty, if there are any. The

COLLEGE shall also ensure the payment of medical attendance, necessary transportation and subsistence, and hospital fees of the injured faculty.

**Section 3. SPECIAL LEAVE PRIVILEGES.** Faculty members who are on vacation-sick leave status shall be eligible for a maximum of three (3) days special leave privilege per year over and above the existing leave benefits; provided that such leave are non-cumulative and non-commutable as follows:

1. Birthday leave;
2. Enrolment leave;
3. Graduation leave;
4. Wedding/anniversary leave;
5. Hospitalization leave (member and immediate family member)
6. Accident leave;
7. Relocation leave;
8. Government transaction leave;
9. Calamity leave;
10. Attendance in Court Hearings;
11. Domestic emergencies; and
12. Bereavement/mourning leave.

**Section 4. LEAVE OPTION FOR FACULTY ON TEACHERS' LEAVE STATUS.** Faculty members under teachers' leave status can be converted into a vacation-sick leave status, upon recommendation of the Dean and approval by the SUC President; provided that the faculty concerned shall have a project/activity along any of his/her functions in instruction, research, extension, and production; provided further that he/she has to show proof of his/her accomplishments for every year of enjoying such privilege.

## **ARTICLE XII**

### **OTHER FACULTY PRIVILEGES**

**Section 1. HOUSING PROGRAM.** The COLLEGE shall ensure the faculty access to housing programs and benefits through proper and official coordination with appropriate government and non-government agencies, and other entities; provided the faculty concerned shall pay for the said housing unit.

**Section 2. DORMITORIES.** The COLLEGE shall provide faculty dormitories in its campuses and transient living quarters in Metro-Manila, which shall serve as the extension office of the COLLEGE, and can be used by the faculty travelling on official time or official business.

**Section 3. SHUTTLE SERVICE.** The COLLEGE shall provide the faculty adequate shuttle services whenever practicable and during emergency cases and other justifiable reasons.

**Section 4. PROCESSING OF RETIREMENT PAPERS.** The COLLEGE shall facilitate the processing of retirement papers within one (1) month prior to the date of retirement in accordance with CSC rules and regulations.

### **ARTICLE XIII**

#### **MAGNA CARTA BENEFITS**

**Section 1.** The COLLEGE shall implement laws granting economic and non-economic benefits to the faculty under the provisions of the Magna Carta for Public School Teachers (RA No. 4670), Public Health Workers (RA No. 7305), and Science, Engineers and Technology Personnel (RA No. 8419).

### **ARTICLE XIV**

#### **FRINGE BENEFITS**

**Section 1.** The COLLEGE shall prioritize the use of savings in accordance with law, rules and regulations taking into account the faculty welfare and mandatory economic benefits.

**Section 2. INCENTIVE AND AWARDS.** The COLLEGE shall implement, strive to enhance, and provide funds for its BOT-approved ISPSC PRAISE for the benefit of qualified and deserving faculty in accordance with CSC MC No. 1, 2001.

**Section 3. PROFESSIONAL/PERSONAL ENHANCEMENT.** The COLLEGE shall provide support and encourage the professional development of faculty by allocating funds for Professional/Personal Enhancement Benefit/Pay and other similar enhancement benefits, subject to availability of funds, and approval, certification or endorsement of the COLLEGE President and the BOT.

**Section 4. MANDATED BENEFITS.** In accordance with law, rules and regulations, the grant of privileges and benefits mentioned in this Agreement including CNA incentives as well as future privileges, benefits and incentives shall be subject to availability of funds, and approval, certification or endorsement of the COLLEGE President and the BOT.

**Section 5. FACULTY DEPENDENT BENEFITS.** Qualified dependents of faculty who are enrolled in the COLLEGE shall be granted free full tuition and laboratory fees.

**Section 6. OTHER BENEFITS.** The COLLEGE shall also provide the following, subject to the availability of funds and existing accounting and auditing rules and regulations:

- a. Medical assistance;

- b. Anniversary bonus during milestone anniversary of the COLLEGE;
- c. Retirement gift (in accordance with CSC MC No. 1, s. 2001); and
- d. Welfare fund (relative to Sec. 2, Art. XXIV hereof).

## **ARTICLE XV**

### **RETIREEES' BENEFITS**

**Section 1.** In accordance with CSC MC No. 1, s. 2001, the COLLEGE agrees to formulate and implement programs for retiring/retired faculty such as but not limited to:

- a. Training for livelihood projects;
- b. College Scholarships to one (1) dependent who shall be enrolled in any course of the COLLEGE;
- c. Additional retirement benefits; and
- d. Other programs agreed upon for the benefit of the retirees.

## **ARTICLE XVI**

### **TECHNOLOGICAL CHANGES**

**Section 1. ANTICIPATION OF TECHNOLOGICAL CHANGES.** The COLLEGE and the UNION recognize the inevitable changes in operations resulting from modern technological innovations and other circumstances beyond the control of both parties. When this happens, the COLLEGE shall give first consideration to the utilization of faculty adversely affected by such change in operations. In the event that UNION members concerned lack the requisite skills or knowledge and such cannot be acquired within a reasonable length of time, the COLLEGE shall take appropriate measures to address the situation in accordance with appropriate civil service laws, rules, and regulations.

## **ARTICLE XVII**

### **BUDGET AND FUNDS**

**Section 1.** The COLLEGE shall provide the necessary budget and funds sourced out from savings generated from cost-cutting measures contained in Art. XXIII hereof for the full implementation of the provisions contained herein, subject to existing accounting and auditing rules and regulations.

## ARTICLE XVIII

### FACULTY - MANAGEMENT RELATIONS

**Section 1.** The parties agree to set up the Grievance Machinery pursuant to CSC MC No. 45, s. 1989 and CSC MC No. 2, s. 2001 to strengthen faculty-management relations and resolve conflicts at the lowest level possible in the COLLEGE.

## ARTICLE XIX

### IMPLEMENTING GUIDELINES

**Section 1.** Within three (3) months from the date of effectivity of this CNA, the COLLEGE and the UNION shall jointly prepare the necessary guidelines, rules and regulations in the implementation of the provisions.

## ARTICLE XX

### IMPLEMENTING AND MONITORING SCHEME

**Section 1. UNION - MANAGEMENT CONSULTATIVE BODY.** For purposes of maintaining open lines of communication, consultation and dialogue between the COLLEGE and the UNION, the UMCB shall be created to be composed of three (3) representatives from each party.

**Section 2.** The following shall be the functions and responsibilities among others, of the UMCB:

- a. Convene once every six (6) months or as the need arises at such place and time as may be proposed and agreed upon by the parties;
- b. Monitor and resolve any controversy arising from the interpretation and enforcement of this CNA;
- c. Prioritize the implementation of the provisions of this CNA upon approval by the parties;
- d. Discuss and resolve any policy changes on matters pertaining to or affecting the terms and conditions of employment;
- e. Recommend appropriate courses of action to higher authority; and
- f. The UMCB shall formulate its own internal rules and procedures.

## **ARTICLE XXI**

### **ARBITRATION**

**Section 1. ARBITRATION COMMITTEE.** For the resolution of any issues arising from this CNA, an Arbitration Committee shall be created to be composed of six (6) members, three (3) from each party.

**Section 2. THIRD PARTY ARBITRATOR.** In case of a deadlock in its decision, the Arbitration Committee shall submit the case to a third party arbitrator in accordance with CSC MC Nos. 47, s. 1990; and 2, s. 2001 and other applicable laws, rules and regulations.

## **ARTICLE XXII**

### **UNION-SHARED RESPONSIBILITIES/ACCOUNTABILITIES**

**Section 1.** The UNION shall be a partner of the COLLEGE in promoting teamwork and discipline to attain harmony, professionalism, productivity, and effectiveness and efficiency. The UNION shall enjoin the faculty to render and perform to the best of their ability the duties and responsibilities expected of them in accordance with existing laws, rules and regulations. It shall assist the administrators and other school officials of the COLLEGE to attain the following targets:

- a. Ninety percent (90%) punctuality;
- b. Eighty five percent (85%) daily attendance;
- c. More effective and prudent use of physical resources; and
- d. Increase productivity.

**Section 2.** The UNION shall be obliged to marshal its ranks that all its members will wear the prescribed uniform on the day specified by the COLLEGE subject to exceptions for those who are on field work, official travel, pregnant women, or other justifiable reasons.

## **ARTICLE XXIII**

### **COMMITMENT TO COST SAVING MEASURES**

**Section 1. PLEDGE OF COMMITMENT.** The UNION commits to support the COLLEGE in its austerity measures and systems improvement in achieving its established targets and programs at a lesser cost. It shall assist the COLLEGE in its objectives to:



1. **MINIMIZE TRAVELS AND ATTENDANCE TO TRAININGS, SEMINARS AND CONFERENCES.** Only in extremely necessary cases should faculty be allowed and only one at a time except if so specified in the communication that more than one shall be required.
2. **SYNCHRONIZE OFFICIAL TRIPS TO MAXIMIZE THE USE OF SCHOOL VEHICLES.** Requests for the use of vehicle should all be coursed to concerned personnel for proper scheduling. Use of private vehicles charging transportation expense is totally discouraged.
3. **ECONOMY IN THE USE OF WATER AND ELECTRICITY.** Lights and other conveniences using electricity and water faucets should be properly closed every after office hours. The heads of academic units and janitors are held accountable for any misuse. In cases where computers, electric fans, other amenities are left open at night, the guards on duty can force open the rooms/offices to prevent the possible occurrence of fire. Playing games in office computers is strictly prohibited. Violation of this will cause the confiscation of the computer units in said office.
4. **STRICT PRIORITIZATION OF NEEDS.** Requisitioning officers should see to it that the use of the supplies/materials should be properly identified and based on approved estimates. Even projects should be properly categorized according to needs indicating therein the urgency in relation to existing programs/projects of the units.
5. **ECONOMY IN THE USE OF SUPPLIES AND MATERIALS.** Computers should be strictly used for official business considering the high cost of ink and maintenance materials. Even the use of coupon bonds and other print materials, number of copies should be limited in preparing communications following approved standard. Use of standard forms/documents should also be limited to the needed number of copies. The use of recycled bond paper and other office supplies and materials is strictly enjoined for internal communications.
6. **MAXIMIZE SHARING OF RESOURCES.** This is especially true to the use of trust funds. Units that have considerable trust funds shall share their facilities especially equipment and if possible even supplies and materials to units that are in dire need. Eventually, all units with trust funds should handle cost of operations particularly light and water bills, and cost of maintenance and minor repairs.
7. **PATRONIZE COLLEGE RESOURCES/FACILITIES.** The faculty is enjoined to patronize the products and services of all income generating projects of the COLLEGE.
8. **STRICT OBSERVANCE OF PUNCTUALITY AND OFFICIAL TIME.** Concerned school officials should police their own ranks.

9. STRICT IMPLEMENTATION OF APPROVED FACULTY LOADING FOR REGULAR FACULTY MEMBERS. While deloading is widely practised for those given administrative functions, this must be based from existing COLLEGE policies. For the scheduling of classes, all regular faculty should be given appropriate load first before considering the services of contractual instructors.
10. Adherence to the *bayanihan* spirit in performing extra work for the welfare of the COLLEGE especially in the maintenance of cleanliness and sanitation in the campus.

## ARTICLE XXIV

### RATIFICATION INCENTIVES

**Section 1.** COLLECTIVE NEGOTIATION AGREEMENT INCENTIVE. Upon ratification of this CNA, a CNA incentive shall be granted as an act of goodwill to the faculty of the COLLEGE including other school personnel subject to the provisions of PSLMC Res. Nos. 1, s. 1993 and 4, s. 2002; AO No. 135; and DBM Circ. 2006-1.

**Section 2.** The thirty percent (30%) of the savings referred to in item 6.1.3 of DBM Circ. 2006-1 shall be released to the UNION as seed capital for its welfare programs relative to Sec. 6(d), Art XIV hereof.

## ARTICLE XXV

### MISCELLANEOUS PROVISIONS

**Section 1.** ENTIRETY CLAUSE. Both parties agree that the terms and provisions herein contained constitute the entire agreement between the parties on such terms and provisions, and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to said matters. Both parties agree that negotiations shall not be reopened on any of the terms and provisions contained in this CNA during the life of the agreement except by mutual consent or as otherwise provided herein.

**Section 2.** AMENDMENTS. For purposes of considering specific proposals, amendments, and/or negotiation for new terms and conditions, the proponent-party shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments.

**Section 3.** SEPARABILITY/SAVING CLAUSE. If any provision of this CNA is held contrary to law by a court of competent jurisdiction, said provision or the application thereof will be deemed invalid, except to the extent permitted by law, but all other provisions or applications will continue to have force and effect.

The parties will meet not later than fifteen (15) days after said provision is declared invalid for the purpose of amending or revising the same.

**Section 4.** Non-diminution Clause. Nothing in this CNA shall be construed to reduce any existing benefits of any form granted under existing laws, decrees, executive orders, or any contract agreement or policy between the COLLEGE and the UNION.

## **ARTICLE XXVI**

### **EFFECTIVITY AND DURATION**

**Section 1.** This CNA shall take effect immediately upon signing by both parties, subject to confirmation by the BOT and shall remain in force and effect for a period of three (3) years counted from the date of signing. In the event no renewal agreement is entered into upon its expiration, this CNA shall remain in full force and effect for a reasonable period until a new CNA shall have been concluded and executed.

The COLLEGE and the UNION agree to review and renegotiate after six (6) months from its signing and should certain improvements on the terms be found appropriate and beneficial to both parties, corresponding amendments shall be introduced and shall form part of this CNA.

**Section 2.** RENEGOTIATION. Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this CNA for the purpose of negotiating a new agreement.

**Section 3.** During the effectivity of this CNA, the UNION shall promote peace and harmony within its ranks. It shall cooperate with the COLLEGE in the implementation of directives from proper authorities in line with existing political, economic and social conditions of the country.

**Section 4.** PRINTING AND DISTRIBUTION. The COLLEGE and the UNION shall be jointly responsible for the printing and distribution of this CNA not later than two (2) weeks from its signing. This shall also apply to the rules and regulations implementing this CNA.

IN WITNESS WHEREOF, the parties, through their authorized representatives have hereunto signed this Agreement this 16th day of September, 2009, at ISPSC, Sta. Maria, Ilocos Sur, Philippines.

ILOCOS SUR POLYTECHNIC  
STATE COLLEGE

ISPSC FEDERATED FACULTY  
UNION

By:

By:

**RAFAEL B. QUERUBIN, Ph.D.**  
SUC President II

**WILMA M. PONCE, Ed.D**  
President

Signed in the presence of:

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Representative, Civil Service Commission

The ISPSC Panel

The Union Panel

**FLORIDA T. ADOLFO, Ed. D.**  
Vice President for Academic Affairs

**DENIS T. CABOTAGE**  
Vice President

NEGOTIATING PANEL

MANAGEMENT UNION COMMITTEE

FEDERATED FACULTY UNION

**CORAZON A. GINES, Ed. D.**  
Vice President for Administration

**GREGORIO S. ROA, JR., Ph. D.**  
Associate Professor III

**CRESCENCIA C. VILORIA**  
Supervising Administrative Officer

**RICARDO P. RAGUINDIN, Ph. D.**  
Associate Professor IV

**BERNADETTE C. CALIBUSO**  
Director for Income Generating Projects

**GLORIA D. TUZON, Ph. D.**  
Associate Professor II

**ASUNCION G. ALTIZ**  
Accountant III

**WILMA M. PONCE, Ed. D.**  
ISPSC FFU President

**MELCHOR S. MACABEO**  
Budget Officer III

**YOLANDA L. SERED, MA Ed.**  
FFU Treasurer

**ADELA G. ESTRAÑERO, MAT-PA**  
FFU PIO/Business Manager

**JERRY P. MANZANO, MA Ed.**  
FU Business Manager (Candon)

Secretariat:

JOCELYN C. LEONZON  
Administrative Officer I

REAGAN LOUIE C. FUNTANILLA  
Administrative Aide III (Casual)

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF ILOCOS SUR ) S.S.  
CANDON CITY, ILOCOS SUR

Before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Ilocos  
Sur, Philippines personally appeared:

CTC No.	Date/Place of Issue
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Dr. Rafael B. Querubin

Dr. Wilma M. Ponce

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

This instrument, consisting of seventeen (17) pages, including this page whereon this Acknowledgement is written and Annexes "A" and "B" hereof, refers to the Collective Negotiation Agreement, which has been signed by the parties and their instrumental witnesses on each and every page.

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

Doc. Number : \_\_\_\_\_  
Page Number : \_\_\_\_\_  
Book Number : \_\_\_\_\_  
Series of : \_\_\_\_\_