

COLLECTIVE NEGOTIATION AGREEMENT (CNA)

This Collective Negotiation Agreement (CNA) is entered into by and between:

The **WEST VISAYAS STATE UNIVERSITY (WVSU)**, a government-owned and controlled institution attached to the Commission on Higher Education (CHED), was established under the Republic Act (R.A.) No. 4189, as amended by R.A. No. 6596, was converted into a University by virtue of Presidential Decree (P.D.) No. 2019, is integrated therewith the Iloilo National College of Agriculture (now, College of Agriculture and Forestry) at Lambunao, Iloilo, the Calinog Agricultural Industrial College (now, WVSU Calinog Campus) in Calinog, Iloilo, the Lambunao Institute of Science and Technology (now, WVSU Lambunao Campus) in Lambunao, Iloilo, the Janiuay Polytechnic College (now, WVSU Janiuay Campus) in Janiuay, Iloilo, the Pototan College of Arts and Sciences (now, WVSU Pototan Campus) in Pototan, Iloilo and the WVSU Himamaylan Campus, in Himamaylan City, and with principal office address at Luna Street, La Paz, Iloilo City, represented by its President, **JOSELITO F. VILLARUZ**, hereinafter referred to as the "WVSU" or the "UNIVERSITY";

-and-

The **WEST VISAYAS STATE UNIVERSITY FEDERATED FACULTY ASSOCIATION (WVSUFFA)**, a legitimate labor organization, existing and registered with Registration Certificate No. 270 issued on April 20, 1992 by the Department of Labor and Employment (DOLE), with Certificate of Accreditation No. 378 issued on July 2, 2003 by the Civil Service Commission (CSC), and with principal office address at Luna Street, La Paz, Iloilo City, represented by its President, **SHIM LESTER G. DE PIO**, hereinafter referred to as the "WVSUFFA" or the "ASSOCIATION";

WITNESSETH THAT:

Whereas, The 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 several other United Nations (UN) documents;

Whereas, The 1987 Philippine Constitution (Constitution) recognizes the right of government workers to form associations and to engage in collective negotiations, as embodied in the following provisions:

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

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

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

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

Whereas, Executive Order (E.O.) No. 180, dated June 1, 1987, E.O. No. 292, dated July 25, 1987, and the relevant implementing rules, regulations, guidelines and circulars issued by 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 the accredited organizations and the appropriate government agencies;

Whereas, The WVSU is an academic institution governed by the Board of Regents (BOR), the highest policy-making body, as provided by P.D. No. 1437, P.D. No. 2019, and R.A. No. 8292;

Whereas, The University recognizes the right of the faculty members to self-organization and to collective negotiations on terms and conditions of employment not fixed by law;

Whereas, The WVSUFFA has been registered with the DOLE and accredited by the CSC as the sole and exclusive negotiating agent (SENA) of the faculty members of the university; and

Whereas, The University and the Association mutually agree to foster a working environment that promotes a harmonious relationship between them, advances the faculty members' welfare and productivity, and strengthens the delivery of effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the WVSU and the WVSUFFA agree to bind themselves to the provisions of this **Collective Negotiation Agreement**, hereinafter referred to as the "CNA" or the "Agreement":

**ARTICLE I
DECLARATION OF PRINCIPLES**

Section 1. *Representation.* The University and the Association shall ensure that the collective interests and concerns of faculty members are represented in the administration, governing bodies, and external entities.

Section 2. *Fair Employment.* Both parties shall negotiate fair employment terms for faculty members through agreements, including salaries, benefits, workload, and academic freedom.

Section 3. *Professional Support*. Both parties shall provide professional support services, resources, and development opportunities to enhance the faculty members' teaching, research, and service roles.

Section 4. *Sound Policies and Practices*. Both parties shall advocate for policies and practices that support academic freedom, equitable treatment, diversity, and inclusivity within the university community.

Section 5. *Sense of Community*. Both parties shall foster a sense of community among the faculty members, promoting collaboration, collegiality, and mutual support.

ARTICLE II COVERAGE AND SCOPE OF REPRESENTATION

Section 1. *The Negotiating Unit*. This CNA shall cover all faculty members who are part of the negotiating unit, duly registered with the DOLE and accredited by the CSC, as represented by the West Visayas State University Federated Faculty Association, herein referred to as the "WVSUFFA" or the "Association".

Section 2. *Scope of Coverage*. The negotiating unit shall consist of all regular, full-time university faculty members, including those holding the ranks of instructor, assistant professor, associate professor, professor, and university professor, across all colleges on the main campus and satellite campuses of the university, who are not performing managerial or confidential functions.

Section 3. *Employment Status*. All faculty members with permanent, temporary, or contractual appointments who fall within the academic ranks defined in Section 2 shall be covered by this Agreement, provided they are not otherwise excluded under existing laws, rules, and regulations.

Section 4. *Exclusions*. The following shall be excluded from the coverage of this Agreement:

- a. High-level employees whose functions are policy-determining or managerial, including but not limited to the University President, Vice Presidents, Campus Administrators, Deans, and First Level Directors with supervisory functions;
- b. Primarily confidential employees; and
- c. Faculty members serving in a part-time or emergency capacity, unless otherwise covered by the certification of the negotiating unit.

Section 5. *Effect of Designation*. A faculty member designated to a position that falls under the category of managerial or confidential shall automatically be excluded from the negotiating unit upon effectivity of the designation. However, such faculty members shall continue to enjoy the general benefits of this Agreement, which are extended to all members of the negotiating unit.

Section 6. *Review and Updating of Coverage*. Both parties agree to jointly review and update the list of covered faculty members annually, or as necessary, based on changes in appointment status, organizational structure, or updated certification from the CSC.

Section 7. *Duration*. Both parties agree that this CNA shall have a maximum lifetime of four (4) years with a possible extension for up to one (1) additional year.

ARTICLE III ASSOCIATION RECOGNITION, SECURITY, RIGHTS, AND PRIVILEGES

Section 1. *Association Recognition*. The University recognizes the Association as the SENA of all university faculty members. This recognition shall remain in full force and effect for the duration of this CNA or until a new exclusive negotiating agent is duly certified.

Section 2. *Association Security*. The University shall encourage all faculty members to support the Association through formal membership or by voluntarily authorizing the deduction of representation fees. The Association shall maintain a system of communication and consultation with non-members to ensure equitable representation.

Section 3. *Non-discrimination*. The University shall not interfere with, restrain, or coerce any faculty member in exercising their right to organize, join, or assist the Association, nor shall it discriminate against any faculty member by reason of association membership or participation in association activities.

Section 4. *Freedom of Association*. The University shall respect the freedom of association of the Association. It shall allow the Association to hold meetings, conduct its activities, and communicate with its members, including but not limited to the following:

- a. Campus Regular Assembly Meetings on Official Time: One Day, Once a Month;
- b. Campus Special Assembly Meetings on Official Time: One Day, As Needed;
- c. Regular Executive Board Meetings on Official Time: One Day, Once a Month;
- d. Special Executive Board Meetings on Official Time: One Day, As Needed;
- e. Regular General Assembly Meetings on Official Time: One Day, Twice a Year; and
- f. Special General Assembly Meetings on Official Time: One Day, As Needed.

Section 5. *Officers' Official Time-off or Leave*. The University agrees to grant the officers of the Association official time-off during regular working hours to attend meetings, grievance proceedings, consultations, policy dialogues, or other activities necessary to fulfill their duties as representatives, provided that such leave does not unduly disrupt academic operations. Request for such leave shall be made in writing and approved by the appropriate authorities.

Section 6. *Officer's Teaching Deloading*. The University agrees to grant 12 units of teaching deloading to the President of the Association to ensure he/she can fulfill his/her duties without compromising teaching responsibilities or violating academic standards, attend to functions that are time-consuming and essential to fair governance, proactively engage on issues affecting the faculty members, and perform both academic and association responsibilities with excellence.

The Association agrees to provide reasonable honoraria to the other officers.

Section 7. *Association Offices*. The University agrees to allow the Association and its satellite or campus officers to use, free of charge, any available adequate office space from an already existing structure within the university campuses, furniture, equipment,

communication platforms, including but not limited to supplies and materials necessary for the Association's office operations, subject to approval of appropriate authorities.

Section 8. *Access to Facilities.* The University agrees to allow the Association free use of the Cultural Center, gyms, auditoriums, conference halls, rooms, and other facilities for its meetings and activities, provided that said request is made at least five (5) working days before such activity, subject to availability of the facility and approval of the appropriate authorities.

Section 9. *Use of Vehicles.* The University agrees to allow the Association to utilize service vehicles, free of charge, for the use of its officers when attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of the faculty members, subject to the availability of vehicles and the University's existing policies on travel and car use.

Section 10. *Access to Communication Platforms.* The University agrees to allow the Association to use, free of charge, bulletin boards and access the University's public announcement system, as well as audiovisual equipment and other electronic or digital platforms on the campuses, to communicate with its members and non-members, including posting information about association activities, campaigns, and other announcements.

Section 11. *Access to Information.* Upon written request, the University agrees to provide the Association with access to relevant non-confidential data affecting the faculty members. These may include, but are not limited to, an updated list of faculty members, rank distribution, benefits utilization, professional development programs, and budgetary allocations for faculty welfare and development.

Section 12. *Board and Committee Representation.* The University agrees to allow the Association to be represented in the Board of Regents (BOR), all the committees and/or similar bodies of the university, including special and ad-hoc committees that may be subsequently formed or established, as prescribed or specified by the CSC policies, rules, and regulations and other laws, which affect the interest and welfare of the faculty members, such as but not limited to:

- a. Board of Regents (BOR)
- b. BOR Finance Committee
- c. BOR Audit Committee
- d. Administrative Council (ADCO) as Observer
- e. Human Resource Merit, Promotion, and Selection Board (HRMPSB)
- f. Human Resource Development Committee (HRDC)
- g. Program on Awards and Incentives for Service and Excellence (PRAISE) Committee
- h. WVSU Awards for Research Excellence (WARE) Selection Committee
- i. Performance Management Team (PMT)
- j. Budget Management Committee
- k. Bids and Awards Committee as Observer
- l. Committee on Decorum and Investigation (CODI)
- m. Grievance and Disciplinary Board
- n. Committee on Office Uniform and Dress Code
- o. Committee on Medical and Health Benefits
- p. Institutional Sustainability Assessment (ISA) Committee

- q. Technical Working Group on Faculty Merit Selection Plan
- r. Committee on Guidelines on Faculty Extension Services
- s. Committee on Guidelines and Procedures for Faculty Engagement in Creative Works

Section 13. *Socio-cultural, Economic, and Spiritual Activities.* The University agrees to permit the Association to conduct socio-cultural, economic, and spiritual activities for the benefit of its faculty members, subject to all applicable laws, rules, and regulations.

Section 14. *Check-off of Association Dues.* The University agrees to allow the Association to check-off or deduct from faculty members' pay or wages, at a prescribed period, the amounts due the Association for fees, seed money, contributions, fines, and assessments without the need for individual authorization. The University, through the Finance Division, agrees to remit the deductions to the Treasurer or his/her authorized representative through a check payable to the order of the Association.

Section 15. *Check-off of Agency Fee.* The University agrees to allow the Association to check-off or deduct from the pay or wages of the non-association members who accept, receive, and enjoy the benefits provided for under this CNA or any future or supplemental agreements that may be made by both parties, as such amount equivalent to association fees, seed money, contributions, fines, and assessments being paid by the members, without need for individual authorization. The University, through the Finance Division, agrees to remit the deductions to the Treasurer or his/her authorized representative through a check payable to the order of the Association.

Section 16. *Orientation of New Members.* The University agrees to allow the Association to meet and orient newly appointed or hired permanent, temporary, or contractual faculty members regarding the Association's bylaws, programs, projects, and activities.

Section 17. *Clearance.* The University agrees to allow the Association to require clearance from faculty members who will travel, transfer, resign, or retire for property and financial accountabilities.

Section 18. *Printing and Distribution of CNA.* The University agrees to bear the printing and distribution expenses of this Agreement within one month after its registration with the CSC.

ARTICLE IV MANAGEMENT PREROGATIVES AND RESPONSIBILITIES

Section 1. *Retention of Management Rights.* The University affirms its inherent and statutory rights to manage and operate its affairs in accordance with applicable laws, rules, regulations, and institutional mandates. Nothing in this CNA shall be construed to impair or limit such rights, unless expressly stated herein.

Section 2. *Personnel and Academic Management.* The University retains the right to determine, in accordance with applicable laws, rules, regulations, and institutional mandates:

- a. The hiring, appointment, reappointment, promotion, reclassification, and transfer of faculty members;

- b. The assignment of teaching loads, work schedules, and course offerings; and
- c. The determination of performance standards, faculty evaluation procedures, and academic ranks, in consultation with appropriate academic bodies.

Section 3. *Policy Formulation and Institutional Governance.* The University retains the authority to establish, revise, and enforce policies affecting academic programs, research development, extension initiatives, faculty development, and student services. Where appropriate, the University shall consult the Association or its representatives through established institutional mechanisms such as the Association-Management Council (AMC) or the University Academic Council (UAC).

Section 4. *Fiscal Autonomy and Budgetary Control.* The University retains full authority over its budgetary planning, resource allocation, and financial management, in accordance with government accounting and auditing rules, including those of the Department of Budget and Management (DBM) and the Commission on Audit (COA).

Section 5. *Maintenance of Order and Discipline.* The University shall have the exclusive right to enforce institutional rules and regulations, maintain discipline, and uphold academic integrity. Disciplinary actions shall be carried out in accordance with the CSC rules on due process and administrative proceedings.

Section 6. *Emergency and Crisis Situations.* The University reserves the right to implement necessary measures to protect life, property, and academic continuity in the event of emergencies, such as natural disasters, security risks, or public health crises. Temporary adjustments or suspensions of certain CNA provisions may be made, provided that subsequent notification and consultation with the Association are given.

Section 7. *Non-Diminution.* Nothing in this Agreement shall be interpreted as a waiver of rights lawfully vested in the University, its governing board, or its duly designated officials. All management prerogatives not expressly relinquished or limited herein are deemed retained.

ARTICLE V
ASSOCIATION RESPONSIBILITIES AND ACCOUNTABILITY

Section 1. *Adherence to Laws and Institutional Policies.* The Association shall uphold the provisions of the Constitution, E.O. No. 180, CSC rules and regulations, and other applicable national and university policies. The Association commits to exercising its rights and functions in a manner that is legally compliant and shall avoid activities that compromise academic integrity, institutional autonomy, or public interest.

Section 2. *Good Faith and Constructive Engagement.* The Association shall conduct itself in good faith in all dealings with the University, particularly in implementing this CNA. It shall actively and responsibly participate in established consultative bodies and committees where it is duly represented.

Section 3. *Responsible Use of Granted Privileges.* The Association commits to using university-provided facilities, official time, deloading, and communication channels solely for legitimate association purposes, including faculty representation, member services, and professional development activities. It shall ensure that such use does not disrupt academic operations or violate university rules. Abuse of granted privileges, if duly established, may

result in temporary suspension or revocation of access following due process.

Section 4. *Transparency and Financial Accountability.* The Association shall maintain a transparent system of managing association funds and authorized deductions. It shall provide its members with an annual financial report, preferably audited by an external or elected internal auditor. It shall submit a summary copy to the General Assembly for its confirmation.

Section 5. *Peaceful and Lawful Means of Resolving Issues.* The Association affirms its commitment to resolving issues and pursuing demands through lawful, peaceful, and non-disruptive means. It shall encourage its members to follow proper grievance procedures and avoid unauthorized actions that may disrupt classes or institutional services.

Section 6. *Observance of Institutional Protocols.* The Association shall observe appropriate university protocols in conducting its affairs, including but not limited to:

- a. Requesting the use of university venues and equipment;
- b. Coordinating activity schedules with relevant offices; and
- c. Submitting communication or circulars for public dissemination through official university channels.

Section 7. *Internal Governance and Legitimacy.* The Association shall operate in accordance with its federal bylaws and ensure regular internal elections, member consultations, and the holding of general assemblies. Only duly elected officers or officially designated representatives may represent the Association in official dealings with the University.

**ARTICLE VI
RECRUITMENT, PLACEMENT, AND CAREER DEVELOPMENT**

Section 1. *Merit-Based Recruitment and Selection.* The University shall ensure that all recruitment, selection, and appointment of faculty members are conducted in accordance with the principles of merit, fitness, and equal opportunity, as provided by the CSC and CHED rules and regulations. Faculty appointments shall be based on qualifications, credentials, and institutional need. The Association shall have the right to assign an authorized representative as a member of the HRMPSB or equivalent body involved in screening academic personnel, subject to existing university rules, regulations, and guidelines.

Section 2. *Equal Opportunity and Non-Discrimination.* The University commits to a non-discrimination policy in all matters of recruitment, promotion, and placement. No faculty member shall be denied opportunities for employment, advancement, or training based on sex, gender identity, civil status, age, ethnicity, religion, political affiliation, or association membership.

Section 3. *Faculty Ranking and Promotion System.* The University shall create, maintain, and periodically review a Merit Selection Plan (MSP) for Faculty Members that provides a clear academic career path, including movement from instructor to professorial ranks, in accordance with the CHED and DBM standards and institutional merit policies. The Association shall be consulted in any revision of such plan.

Section 4. *Professional and Career Development Opportunities.* The University shall ensure fair and equitable access to faculty development programs, including but not limited to:

- a. Graduate studies (local and international);
- b. Research and extension training;
- c. Attendance in academic conferences, workshops, trainings, and seminars; and
- d. Faculty exchange or immersion programs.

Selection and nomination to such programs shall be transparent and based on clear criteria, with preference given to faculty members who have active service and a commitment to the university's thrusts.

Section 5. *Faculty Development Planning and Consultation.* The University, through its HRMO or Faculty Development Committee (FDC), shall formulate and update a Faculty Development Plan (FDP) that is aligned with institutional goals. The Association shall be consulted on its formulation and in identifying priority areas for capacity building.

Section 6. *Reclassification, Upgrading, and Step Increments.* Qualified faculty members shall be considered for position reclassification, upgrading, or salary step increments, based on:

- a. Completion of graduate studies or additional academic units;
- b. Outstanding research, instruction, extension, or creative work; and
- c. Length of creditable service and sustained performance.

The University shall ensure that application and evaluation procedures for such reclassification are accessible and periodically reviewed for fairness.

Section 7. *Promotion of Internal Mobility and Succession Planning.* The University shall prioritize qualified internal faculty applicants for vacant academic positions or leadership posts, subject to the principles of merit and organizational suitability. Internal mobility and career growth will be encouraged to build institutional capacity and foster professional fulfillment.

ARTICLE VII HEALTH AND SAFETY

Section 1. *General Commitment.* The University shall ensure and maintain a safe, healthy, and hazard-free working environment for all faculty members in accordance with the Occupational Safety and Health Standards (OSHS) of the DOLE, CSC, and other applicable laws and regulations. It shall provide protection and safety to faculty members through:

- a. Provision of adequate fire, emergency, or danger signs;
- b. Provision of facilities for faculty members/persons with disabilities (PWD) for their safe and convenient movement within the university premises;
- c. Maintenance of good housekeeping;
- d. Conduct of training and drills on disaster risk reduction management;
- e. Provision of a first aider who is trained and duly certified or accredited by any authorized organization; and
- f. Provision of support facilities for pregnant, older, or differently abled faculty members.

The University acknowledges that the physical, mental, and emotional well-being of its

faculty members is crucial to institutional effectiveness and academic excellence.

Section 2. *Periodic Health and Safety Inspections.* The University, through its Safety Office (SO) or equivalent unit, shall conduct regular inspections of faculty workspaces, classrooms, laboratories, and facilities to identify and mitigate health and safety risks. The Association shall be informed of these inspections and may assign a representative to observe or participate in joint safety audits when necessary.

Section 3. *Access to Medical and Health Services.* Faculty members shall have access to on-campus medical, dental, and psychological services, including:

- a. Basic health consultations and first-aid services;
- b. Annual physical and dental check-ups, subject to budget availability;
- c. Mental health and counselling services; and
- d. Emergency response and medical evaluation protocols.

Section 4. *Mental Health and Stress Management.* The University shall implement programs that promote mental well-being and stress reduction among faculty members. They may include:

- a. Mental health screening and medicines;
- b. Seminars or workshops on mental health awareness;
- c. Access to licensed counsellors or psychologists;
- d. Creation of faculty peer-support initiatives; and
- e. Workload monitoring during peak periods (e.g., grading, research deadlines).

Section 5. *Emergency Preparedness and Risk Reduction.* The University shall develop and regularly update its emergency preparedness and response protocols (e.g., fire, earthquake, public health emergencies). Faculty members shall be provided training and shall participate in emergency drills in coordination with the Disaster Risk Reduction Management Council (DRRMC) or a similar body.

Section 6. *Ergonomic and Environment-Friendly Facilities.* Faculty workspaces, classrooms, and laboratories shall be maintained with adequate ventilation, lighting, sanitation, and ergonomic furnishings. The University shall act promptly on reports of health or safety hazards submitted by faculty members, with corresponding corrective action taken by the appropriate units.

Section 7. *Occupational Hazard Protection.* Faculty members assigned to laboratories, fieldwork, or environments involving occupational hazards shall be provided with personal protective equipment (PPE), appropriate safety orientation, and hazard-specific training. Safety protocols shall be visibly posted and strictly enforced.

Section 8. *Health-based Workload Accommodations.* Faculty members with certified medical conditions or those returning from prolonged medical leave may request reasonable workload accommodations, subject to evaluation and availability of replacements. The University shall work with the concerned faculty members to ensure a balance between health needs and academic continuity.

**ARTICLE VIII
COST-CUTTING MEASURES**

Section 1. *Definition and Scope.* Cost-cutting measures refer to any temporary institutional actions taken to reduce expenditures in response to budgetary constraints, delayed funding releases, unforeseen financial emergencies, or government-imposed austerity policies. These may include, but are not limited to:

- a. Suspension or deferment of non-essential expenditures;
- b. Optimization of utilities and operational resources;
- c. Temporary moratorium on hiring, reclassification, or promotion, subject to applicable rules;
- d. Postponement of certain allowances not mandated by law or CNA provisions.

Section 2. *Consultation and Prior Notice.* Before implementing any cost-cutting measure that may affect faculty workload, benefits, or working conditions, the University shall consult the Association through the AMC or designated dialogue mechanism. A written notice shall be issued at least fifteen (15) working days before implementation, explaining the rationale, scope, and duration of the proposed measures.

Section 3. *Protection of Basic Compensation and Statutory Benefits.* No cost-cutting measure shall result in the reduction, suspension, or forfeiture of faculty members' salaries, statutory benefits (e.g., GSIS, PhilHealth, Pag-IBIG), or CNA-mandated benefits, except when expressly required by national law or budget circulars. The University shall prioritize adjustments that do not affect the core compensation and entitlements of the faculty members.

Section 4. *Equitable and Transparent Implementation.* Cost-cutting measures shall be implemented in an equitable and non-discriminatory manner, ensuring that no academic unit or group of faculty members is disproportionately affected. Where adjustments in workload or duty assignments are necessary, these shall be coordinated with the affected faculty members and the Association to ensure continuity of instruction and fairness.

Section 5. *Priority on Non-Essential Expenditures.* Before considering any measures that may impact teaching or faculty welfare, the University shall first explore expenditure reduction in non-critical areas, including:

- a. Representation or travel allowances;
- b. Postponable infrastructure projects;
- c. Discretionary maintenance expenses.

The University shall maintain a record of affected budget items and make these available for review by the Association upon request.

Section 6. *Monitoring, Duration, and Review.* The University shall provide periodic budget updates to the Association during the effectivity of cost-cutting measures. Such measures shall remain in force only for the duration of the declared fiscal constraint and shall be automatically lifted when financial conditions improve or funding is restored. Any extension or modification shall require renewed consultation and justification.

**ARTICLE IX
FACULTY BENEFIT PROGRAM**

Section 1. *General Principles.* The University reaffirms its commitment to promoting faculty welfare and professional well-being through the implementation of institutional benefits that exceed statutory minimums, subject to existing government regulations and the availability of funds. The benefits provided under this Article shall complement, not replace, those mandated by the CSC, DBM, and other applicable national policies.

Section 2. *CNA Incentive.* The parties agree that all eligible faculty members covered by this Agreement shall be entitled to a CNA Incentive, subject to the following conditions:

- a. Availability of savings from the University's Maintenance and Other Operating Expenses (MOOE);
- b. Compliance with DBM Budget Circular No. 2006-1 and its succeeding issuances;
- c. Prior approval from the appropriate government authority; and
- d. Distribution of the incentive fairly and transparently.

Section 3. *Friday as a Class-Free Day.* The University agrees to continue making, as much as possible, Friday a class-free day for faculty members to perform functions other than instruction or teaching.

Section 4. *Certificate of Service.* The University agrees to allow faculty members the privilege of executing a Certificate of Service (COS) in place of the Biometric Time Record (BTR) as certification that they have fulfilled their teaching, research, extension, and other assigned duties over a specific period. The use of COS shall be subject to existing rules, regulations, and internal policy that may be crafted and implemented for this purpose. The Association agrees to co-own and to co-implement the COS.

Section 5. *Health and Wellness Support.* The University agrees to continue providing or facilitating the following health-related benefits:

- a. Annual physical, dental, and medical check-ups;
- b. Access to mental health programs, including counselling services and wellness education;
- c. Emergency medical assistance, subject to budgetary capacity and institutional guidelines; and
- d. Strict observance of University-mandated wellness break as rest day(s) for faculty members.

Section 6. *Professional Development Assistance.* The University agrees to continue supporting faculty professional development through the following:

- a. Subsidies or financial assistance for attendance in local and international academic conferences, research colloquia, and faculty training;
- b. Access to graduate study support programs, including tuition subsidies, thesis/dissertation grants, or study leave with pay, in accordance with approved development plans; and
- c. Equitable access to research funding, publication grants, and extension service initiatives.

Section 7. *Service Recognition and Incentives.* The University agrees to continue recognizing the loyalty and performance of faculty members through:

- a. Loyalty awards every 10, 15, 20, 25, 30, and 35 years of continuous service;
- b. Certificates, tokens, or modest financial incentives for outstanding teaching, research, or community engagement; and
- c. Recognition during university-wide events such as University Week Celebration or University Foundation Day.

Section 8. *Emergency and Calamity Assistance.* Faculty members affected by natural calamities, serious illness, or sudden bereavement may request financial assistance or access to interest-free loans from welfare funds, if available. The University and the Association agree to jointly administer or recommend policies in response to such requests.

Section 9. *Leave and Support Flexibilities.* The University agrees to continue entitling faculty members to enhanced leave privileges consistent with law and institutional policy, including:

- a. Study leave and participation in faculty exchange programs;
- b. Conversion of service credits to vacation leave credits, subject to guidelines; and
- c. Reasonable accommodation for maternity, paternity, or solo-parent leave, in coordination with the HRMO.

Section 10. *Sick Leave Privilege.* The University agrees to continue granting faculty members a non-cumulative and non-commutative sick leave privilege of not more than fifteen (15) days every academic year, subject to existing rules and regulations by the CSC and other relevant bodies or agencies, as well as internal policies that may be crafted and implemented for this purpose.

Section 11. *Service Credits.* The University agrees to continue granting faculty members cumulative and commutative service credits when they are called to service during their fourteen-day (14) Christmas vacation, seventy-day (70) summer vacation, and even during school days and weekends to serve functions not related to instruction, research, and extension services. The grant of said service credits shall be subject to existing rules and regulations by CSC and other relevant bodies or agencies, and internal policies that may be crafted and implemented for this purpose.

Section 12. *Payment of Overload.* The University agrees to continue paying the faculty members for their overload within a reasonable period, subject to existing rules and regulations.

Section 13. *Hazard Pay.* The University agrees to continue granting hazard pay to all concerned faculty members, subject to Section 311 of the Government Auditing and Accounting Manual, Section 21 of the Magna Carta of Public Health Workers, and Section 7 of the Magna Carta for Scientists, Engineers, Researchers, and Other Science and Technology Personnel in Government. Both parties shall identify these faculty members in the implementation of this Agreement. Funds for this purpose shall be incorporated into the University's annual budget.

Section 14. *Clothing and Uniform Allowance.* In addition to government-mandated allowances, the University agrees to continue exploring the provision of additional clothing or

uniform assistance for faculty members, sourced from savings and consistent with DBM and COA regulations.

Section 15. *Mortuary and Memorial Assistance.* The University, in coordination with the Association, agrees to extend financial assistance or token support to the family of a deceased faculty member. The amount and form of assistance shall be determined based on the availability of funds and university customs.

Section 16. *Recreational and Welfare Activities.* The University agrees to encourage and, where feasible, support faculty-led wellness, sports, and team-building activities. Joint programs, such as faculty family days, intramurals, and interdepartmental competitions, may be held annually, with logistical assistance provided by the University.

Section 17. *Faculty Welfare and Institutional Support Facilities – Faculty Lounge.* In recognition of the need to promote the well-being, comfort, and collegiality of the faculty members, the University agrees to provide a dedicated faculty lounge, at least on the main campus, equipped with basic amenities such as:

- a. Tables, chairs, and a resting area;
- b. Drinking water dispenser or access to pantry facilities;
- c. Secure storage for personal items or teaching materials;
- d. Bulletin board for faculty announcements and association updates; and
- e. Reliable internet or Wi-Fi connection, where available.

The faculty lounge shall serve as a shared professional space for faculty members to meet, rest between classes, conduct informal discussions, or perform light academic tasks. The Association shall be consulted regarding the layout, maintenance needs, and enhancement of the lounge.

Section 18. *Admission Preference for Faculty Dependents to the Drop-In Center and the Integrated Laboratory School.* The University recognizes the contribution of its faculty members to its academic mission and agrees to grant preferential admission to qualified dependents of regular faculty members seeking enrollment in the Drop-in Center and the Integrated Laboratory School (ILS), subject to the following conditions:

- a. The dependent must meet the admission requirements and screening standards set by the Drop-In Center and the ILS;
- b. Admission preference shall apply only when enrollment slots are limited, and shall follow a priority ranking system established in consultation with the Association; and
- c. This benefit shall apply to legitimate, legally adopted, or legally supported children of faculty members who are currently in active service.

The University also agrees to explore provisions for discounted tuition or fees, subject to the availability of funds and applicable government regulations.

Section 19. *Preferential Consideration for Qualified Next of Kin.* Subject to merit and fitness principles of the CSC and the existing internal hiring policies, the University agrees to extend preferential consideration to the qualified next of kin of retired, deceased, or

permanently disabled faculty members for employment in available support, teaching, or administrative positions, provided that:

- a. The position sought is vacant and duly authorized, with available Plantilla of Personnel or contract funds;
- b. The applicant meets the minimum qualifications set by the CSC and relevant accrediting or licensing bodies;
- c. The employment shall not violate anti-nepotism rules under existing CSC and institutional guidelines;
- d. In the case of permanent disability or death while in service, preference shall apply only to immediate family members (spouse or child) who are of legal age and capable of employment.

This provision shall be interpreted as a welfare measure, rather than a guaranteed right to employment. The University agrees to ensure that this is implemented without prejudice to open competition, merit-based hiring, and institutional staffing priorities.

The Association may assist in endorsing qualified applicants under this provision and shall coordinate with the HRMO for facilitation and guidance.

Section 20. *Legal Assistance/Service.* The University agrees to provide legal services and/or assistance, including legal representation, to a faculty member who is sued for acts arising from his/her performance of duties and responsibilities, except when the University itself, one of its faculty members, or employees, is the adverse party. The provision of said legal services and/or assistance shall be in accordance with applicable rules and regulations.

ARTICLE X GRIEVANCE MACHINERY

Section 1. *Definition of a Grievance.* A grievance is any work-related complaint, issue, or dispute raised by a faculty member or the Association involving:

- a. The interpretation, implementation, or alleged violation of the Collective Negotiation Agreement (CNA);
- b. University personnel policies, rules, or regulations affecting faculty welfare;
- c. Alleged unfair treatment or violation of rights; and
- d. Terms and conditions of employment or working conditions.

Section 2. *Objectives.* The Grievance Machinery aims to:

- a. Promote amicable, prompt, and equitable resolution of faculty grievances;
- b. Provide a non-litigious mechanism for addressing conflicts within the institution; and
- c. Strengthen association-management cooperation and preserve institutional harmony.

Section 3. *Grievance Committee Composition.* A University Grievance Committee (UGC) shall be established and composed of:

- a. Two (2) representatives from the University;
- b. Two (2) representatives from the Association;
- c. One (1) Chairperson, mutually agreed upon by both parties and alternated annually;

- d. One (1) Secretary, designated by UGC.

Section 4. *Grievance Procedure*. The following step-by-step process shall be observed:

- a. Step 1. *Informal Discussion*. The aggrieved faculty member shall initially raise the concern with their immediate supervisor within five (5) working days from the occurrence of the issue. The supervisor shall act on the concern within three (3) working days.
- b. Step 2. *Formal Filing with the UGC*. If unresolved, the grievance shall be filed in writing to the UGC within ten (10) working days after the informal step. The UGC shall convene and act within ten (10) working days from receipt thereof.
- c. Step 3. *Committee Recommendation*. The Committee shall conduct a confidential hearing, examine evidence, and submit its recommendation in writing to both parties within five (5) working days after the conclusion of the hearing.
- d. Step 4. *Elevation to Higher Authority*. If no resolution is reached, the grievance may be elevated to the University President or his/her duly authorized representative within five (5) working days. A final decision shall be rendered within ten (10) working days of receipt thereof.
- e. Step 5. *Referral to External Bodies*. If still unresolved, either party may refer the matter to the PSLMC, CSC, or other appropriate forums, consistent with existing rules.

Section 5. *Non-Retaliation and Confidentiality*. All grievance proceedings shall be held in strict confidence. No faculty member shall suffer retaliation, discrimination, or harassment for filing a grievance in good faith or for participating in the resolution process.

Section 6. *Documentation and Monitoring*. All grievances, actions taken, and resolutions shall be properly documented and filed by the Committee Secretariat. A summary report shall be submitted to the AMC every semester for monitoring purposes.

Section 7. *Finality of Resolution*. Decisions reached through this Grievance Machinery, unless appealed within the designated time frame, shall be considered final and executory within the institutional level.

ARTICLE XI DISPUTE RESOLUTION

Section 1. *Definition of a Dispute*. For purposes of this Agreement, a dispute shall refer to any disagreement, conflict, or controversy between the University and the Association arising from the interpretation, application, or non-compliance with the provisions of this CNA.

Section 2. *Guiding Principles*. The parties affirm their commitment to resolving all disputes in a manner that is:

- a. Constructive and peaceful;
- b. In accordance with applicable laws, CSC rules, and PSLMC guidelines;
- c. Promoting the interest of the University and its academic community, and
- d. Preventing disruption of university operations.

Section 3. *Exhaustion of Internal Remedies*. Before any external intervention is sought, the parties agree to exhaust the following internal mechanisms:

- a. Step 1. *Written Notification*. The aggrieved party shall submit a written notice of dispute to the other party, clearly stating the issue(s), relevant provisions of the CNA, and the relief being sought.
- b. Step 2. *Bilateral Consultation*. Within five (5) working days from receipt of the notice, both parties shall meet in good faith to explore resolution through dialogue. Minutes shall be recorded and signed by both sides.
- c. Step 3. *Referral to AMC*. If the issue remains unresolved, either party may refer the matter to the AMC for formal discussion, resolution, or recommendation. The AMC shall convene within ten (10) working days from receipt of referral and render a recommendation within a reasonable period.

Section 4. *Alternative Dispute Resolution (ADR)*. If the AMC is unable to resolve the dispute, the parties agree to jointly explore conciliation, mediation, or facilitation with a CSC- or PSLMC-accredited mediator. The request for mediation shall be made in writing and may include a list of proposed mediators or facilitators acceptable to both parties.

Section 5. *Status Quo Maintenance*. Pending the final resolution of the dispute, the parties agree to maintain the status quo in the implementation of contested provisions to avoid service disruption and protect the welfare of the academic community.

Section 6. *Prohibition Against Work Stoppage*. Consistent with E.O. No. 180, the parties recognize that strikes, lockouts, and work stoppages are prohibited in the public sector. Both parties shall refrain from any action that may impair institutional operations during the pendency of the dispute.

Section 7. *Referral to Higher Authority*. Should all internal and mediated efforts fail, either party may elevate the matter to the PSLMC, CSC, or any other appropriate forum as provided by law for final disposition.

**ARTICLE XII
ENTIRETY, MODIFICATION, SEPARABILITY, EFFECTIVITY, AND DURATION**

Section 1. *Entire Agreement*. This CNA constitutes the entire and exclusive agreement between the University and the Association concerning the matters covered herein. It supersedes all previous memoranda, communications, and understandings, whether oral or written, pertaining to terms and conditions of employment and faculty welfare, except as expressly incorporated into this CNA.

Section 2. *Severability*. If any provision of this Agreement is subsequently declared invalid, unlawful, or unenforceable by a competent authority, such as the CSC, COA, or DBM, that shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

Section 3. *Non-Waiver of Rights*. The failure or delay of either party to insist upon the strict performance of any provision of this CNA shall not be construed as a waiver of its rights. Any waiver of rights must be made expressly and in writing by the concerned party.

Section 4. *Modification and Amendment*. This Agreement may only be modified, amended, or supplemented through a written agreement mutually signed by both parties and

duly approved by the appropriate University authority, in accordance with applicable laws and regulations. Either party may initiate proposed amendments, which shall be discussed through the AMC or a designated CNA Implementation Committee (CIC). Any approved amendment shall be considered an integral part of this CNA.

Section 5. *Effectivity and Continuity*. Unless otherwise modified or revoked in accordance with the provisions herein, this CNA shall remain effective and binding upon both parties during its prescribed term and until a new agreement is entered into, subject to applicable laws.

END



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