Mr. BEN D. LADILAD
President
Benguet State University (BSU)
BSU Campus, La Trinidad
2601 Benguet

Dear Mr. Ladilad:

This Office congratulates the management of the Benguet State University (BSU) and the Benguet State University Faculty Club (BSU-FC) for their efforts in coming up with a Collective Negotiation Agreement (CNA) which would pave the way for a harmonious working relationship between them.

Having complied with the requirements for CNA Registration under the Amended Rules and Regulations of Executive Order No. 180, the Commission hereby registers the Agreement as evidenced by the attached Certificate of Registration.

Section 5, Rule XIII (Registration of CNAs) of the abovedescribed Rules provides that the CSC-HRRO shall point out the provisions in the Agreement which are non-negotiable, hence, unenforceable despite the registration of the Agreement. Thus, this Office hereby makes the following comments on some provisions of the Agreement which must be observed:

1. Article II (Recognition and Security)

Section 3: As stipulated, attendance of officers and members of the BSU-FC to union activities such as regular or emergency meetings, seminars, workshops, conferences and the like should be with prior notice to the Management to avoid controversy. Moreover, it should be done in such a way that it shall not prejudice public service. Attendance thereto shall be on official time only.

On the other hand, when any of the elected or legislative officers of the employees' association including the chairpersons of the committees sit as employees' association representative in the different committees of the agency, the said employees' association representative is considered to be official business. It is understood that the primary purpose of their attendance is to promote public service.

Section 4: For information, the Office of the President issued Memorandum Circular No. 174 dated May 13, 2009, which enjoined all government agencies including Government Owned and Controlled Corporations, State
Universities and Colleges to provide the following to their employees: (1) **shuttle service**, (2) financial subsidy and other needed support to make the “Botika ng Bayan” more accessible, (3) scholarship programs for the children with siblings, and (4) PX mart that sells affordable commodities and the provision of its seed fund.

2. Article III (Maintenance of Rights and Benefits)

**Section 2:** Extending financial support during economic crisis requires a law inasmuch as it will entail appropriation of funds. The CNA incentive authorized under PSLMC Res. No. 4, s. 2002 is an all embracing incentive.

**Sections 3 and 4:** We must stress that in collective negotiations, the accredited employees’ organization represents all academic **rank-and-file employees** for the furtherance and protection of their interests and improvement of public service delivery. Hence, it is presumed that this CNA covers only the academic **rank-and-file employees** of that agency.

Those who are appointed as coterminous, high-level, or highly confidential as defined under the Amended IRR of Executive Order No. 180 are excluded. The actual duties and responsibilities of the employee shall be considered in determining eligibility to membership.

However, when a union member is designated to a position which has been declared primarily confidential or policy-determining, his/her membership to the union is deemed suspended co-extensive with the period of the employees’ designation to the aforesaid position as provided in Section 2, PSLMC Resolution No. 2, s. 1993.

On the other hand, **DBM Circular 2006-1** dated February 1, 2006, provides that CNA Incentive may be extended to **coterminous or highly confidential** employees who contributed to agency productivity and implementation of cost-cutting measures identified in the CNA, provided they are assessed and have paid the corresponding **agency fee**.

Contrariwise, the right to form, join, assist an employees’ association should not be confused with the privilege to receive benefits under the CNA. The two are separate and distinct from each other.

Moreover, the **availment** of CNA incentive also include those rank-and-file employees who are not members of the employees’ association provided that they pay the corresponding agency fee (PSLMC Resolution No. 1, series of 1993).

Both parties are enjoined to strictly observe DBM Budget Circular No. 2006-1 dated February 1, 2006 and DBM Budget Circular No. 2013-4 dated November 25, 2013 to avoid disallowance and the resultant effect on the part of the management of becoming their personal liability for violation thereof.
Furthermore, CNA Incentive shall also be granted to the management (Senate and House of Representatives Joint Resolution No. 4, s. 2009). We must stress that the eligibility of the management to receive “CNA incentive” is by virtue of mutual cooperation to generate savings and not by virtue of representation. Therefore, the “CNA incentive” that will inure to the management is not subject to agency fee.

Worthy to stress that the CNA incentive shall be sourced solely from MOOE savings generated after the signing of the Agreement through the cost-cutting measures identified by both parties. The grant of the CNA incentive must be in conformity with DBM Budget Circular No. 2013-4 dated November 25, 2013 and consistent with the DBM policy on the one-year-validity of appropriations and allotments provided under Section 59 of the General Provisions of the FY 2014 GAA, and pursuant to sub-items 3.2 and 3.2.1 of National Budget Circular No. 5455 dated January 2, 2013.

The Result-Based Performance as stipulated in Section 1.4, DBM Budget Circular No. 2013-4 dated November 25, 2013 should be construed that the agency was able to comply the following pre-conditions before the release of CNA incentive.

1. Accomplished or delivered at least 70% of its FY 2013 targets on the average by October 31, 2013 under the Major Final Output (MFO), and

2. Realized savings from the specific Maintenance and Other Operating Expenses (MOOE).

Item 4.2.3 of DBM Budget Circular No. 2013-4 dated November 25, 2013 specifically provide that “The CNA Incentive for employees in offices or organizational units which contributed more in the accomplishment of performance targets, cost savings, productivity and/or profitability may be higher than the rest of the employees, but not to exceed P25,000.00.”

Further, Item 4.4.2 of the same Circular state that “The CNA Incentive shall be granted only after an NGA or SUC has submitted to DBM accountability reports as of October 31, 2013 for the year pursuant to NBC Nos. 507 and 507-A, s. 2007.”

**Section 5:** In negotiating for the grant of other benefits, whether in cash or other forms, the parties are encouraged to revisit the law, rules and regulations authorizing for the grant of such benefits to avoid confusion/conflict vis-à-vis CNA incentives and it must not run counter to existing government accounting and auditing rules and regulations.
Section 7: This provision is not self-executory. There is a necessity to revisit and incorporate it to the agency's enhanced Program on Awards and Incentives for Service Excellence (PRAISE) and comply with the requirements set in CSC Memorandum Circular No. 1, s. 2001.

3. Article IV (University and BSU Employees Shared Responsibility and Accountability)

Section 1: In general, representation of the employees' association in the different committees is highly encouraged specially where existing policies do not mandate for their membership like the Anti-Red Tape Committee, among others.

On the other hand, membership of the accredited employees' association's representative to the agency's Selection Board is provided for under CSC Memorandum Circular No. 3, s. 2001. In the said Memorandum Circular, the accredited employees' association shall be the one to select the two (2) representatives from the academic rank-and-file employees to the PSB, one from the first level and the other one from the second level.

Moreover, attention is also invited to CSC MC No. 04, s. 2005, as amended, implementing CSC Resolution No. 050059 dated January 18, 2005. It specifically provides that the duties and functions of the PSB shall be to assist the appointing authority in the judicious and objective selection of candidates for appointment in the agency in accordance with the approved Agency Merit Selection Plan. Ergo, the PSB's function is assistorial and not recommendatory in nature.

Corollarily, the PSB members do not have any voting powers to speak of. Candidates' ratings during the selection process are enough bases as to who will be included in the list of top five (5) candidates.

Conversely, the Implementing Rules and Regulations of the Procurement Law (RA 9184) do not specify that the employees' association/union would be represented in the Bids and Awards Committee. At the most, an association officer/member may be allowed to sit during public bidding specially on matters concerning employees' welfare and benefits in an observer capacity only.

We must also stress that one of the objectives of the law in granting the government employees the right to self-organization is for them to become partner of the management in policy formulation, implementation and monitoring.

Section 4: The parties may agree that the remaining thirty percent (30%) of the savings from the MOOE may be released as seed capital for the economic projects/programs of the employees' association for the general welfare of the rank-and-file employees of that agency.
4. Article V (Personnel and Career Development)

Section 1: Attention is invited to Section 32 of the General Appropriations Act for FY 2014, which provide that all agencies of the government shall review and formulate their human resource development and training programs to make the same responsive to the organizational needs and manpower requirements of agencies and the need to train personnel in appropriate skills and attitudes. They shall likewise include in their human resource development and training programs measures to promote morale, efficiency, integrity, responsiveness, progressiveness, courtesy as well as nationalism and patriotism in the civil service. Such training programs shall be consistent with the rules and regulations issued by the CSC for the purpose.

Section 5: Please be mindful that training/seminar for the purpose of enlightening the members of their rights, obligations and responsibilities is essentially the function of the employees' association. Hence, expenses for the Labor Education program shall be taken from the account of the employees' association.

5. Article VI (Health and Safety)

Section 1: Only annual medical/physical examination is allowed under Section 2, Rule XII of the Amended Rules and Regulations of EO 180. The amount of annual medical and physical examination must be based on the actual cost of medical and physical examinations availed of by the rank-and-file employees.

The medical allowance wherein the amount of Php5,000.00 should not be construed as a cash incentive to be given to each employee. It is just a limitation of the maximum amount that the agency will pay directly to the particular hospital which provided medical examinations to the employees.

Moreover, attention is invited to Commission on Audit Resolution No. 2005-001 dated February 3, 2005 (Prohibition from Securing Health Care Insurance from Private Agencies) which must be strictly observed.

6. Article VII (Grievance and Employee Discipline)

Section 1: It must be mentioned that grievance machinery is an essential component of a CNA. Hence, it is advised that the parties must establish a procedure on the resolution of grievances involving union-related issues not governed by civil service law, rules and regulations on grievance machinery. The grievance machinery shall be submitted to this Office as an addendum and will form an integral part of the Agreement.
Grievance settlement should be construed to apply on matters of work dissatisfaction and such procedure does not embrace violations under Section 52, Article IV of the Uniform Rules on Administrative Cases in the Civil Service (URACCS) as well as the Revised Rules on Administrative Cases in the Civil Service (RRACS) pursuant to CSC Resolution No. 1101502 dated November 18, 2011.

7. Article VIII (Working Hours)

**Section 3:** Work rendered in excess of eight (8) hours must be properly compensated. In case of lack of funds, Joint CSC-DBM Circular No. 2, series of 2004 which provide for a uniform policy on the availment of compensatory time-off in lieu of overtime pay must be strictly observed.

Worthy to stress that Compensatory Overtime Credit is non-cumulative, meaning it should be used within the year it is earned because it cannot be carried over to the succeeding year and cannot also be converted into cash. It cannot be used also to offset undertime or tardiness, nor can be added to the regular vacation and sick leave credits of an employee.

Unused COCs shall be deemed forfeited in cases of resignation, retirement or separation from the service.

8. Article IX (Cost-Cutting Measures/Improvement)

**Section 1:** A cursory review of the CNA disclosed that it does not contain a cost-cutting provision which should be the primary source of CNA incentive should there be savings.

Attention is invited to Budget Circular No. 2006-1, in Item 7.1.1 which explicitly requires that savings must be generated out of the cost-cutting measures identified in the CNAs and supplements thereto. In the absence of identified cost-cutting measures in the Agreement, there can be no source of fund for the grant of CNA incentive.

For this purpose, we suggest that the parties identify the cost-cutting schemes and system improvement measures to be adopted by both management and the employees' association providing therein some operational guidelines to forestall conflict or confusion. Primary consideration should be considered by the parties that in the implementation thereof, public service will not be compromised in favor of savings. It is likewise suggested that an Addendum to this matter be submitted to this Office.
9. Article X (General Provisions)

Section 1: As provided for in PSLMC Resolution No. 2, s. 2007 and as stipulated, the CNA shall take effect upon its signing and ratification by the majority of the academic rank-and-file employees in the negotiating unit. Thus, the CNA between the BSU-FC and the BSU, takes effect from June 9, 2014, the date of signing of the Agreement up to June 9, 2017 or for a period of three (3) years.

Please be mindful that, The Amended Rules and Regulations of Executive Order No. 180, does not provide for automatic renewal of CNA. Attention is invited to Section 11 of PSLMC Resolution No. 2, s. 1991, which explicitly states that in no case shall a collective negotiation agreement have a lifetime of more than three (3) years.

The automatic renewal clause will only take effect if all efforts in concluding a new CNA resulted to deadlock.

If in case, this Office failed to comment on some salient provisions which is contrary to law, morals, good customs, public policy or public order, the same shall remain non-enforceable.

Worthy to stress that the registration of your 1st CNA is hereby granted with the concomitant request that the requirements stated in our letter dated July 31, 2014 must be strictly complied with. Otherwise, the succeeding application for CNA registration of BSU-FC will be denied outright.

We look forward to a mutual compliance of the Agreement by the parties concerned since this is an important step towards the creation/enhancement of a harmonious working atmosphere in the agency.

Attention is invited to CSC MC No. 25, s. 2010 dated December 1, 2010 (Guidelines on the Availment of the Special Leave Benefits for Women under RA 9710) and CSC MC No. 2, s. 2012, dated February 16, 2012 in re: Special Emergency Leave to Government Employees Affected by Natural Calamities/Disasters.

In addition, since we are updating our database, please submit a soft copy in Adobe Acrobat (PDF) format (DVD rewritable) of the Agreement and all other data concerning your employees’ association like Constitution and By-laws, updated list of officers and members, audited financial statement, among others. Attach is the Union Profile Form which need to be submitted the soonest possible time after providing the required data. Please indicate this document code: 20140904-110/RACD in your compliance letter.
Finally, may we be forwarded with a list of the members of your Grievance Committee as provided in your CBL. It is worthy to mention that the Chair of the Grievance Committee need not be the association president. However, the members as much as possible, must possess the following personality traits: *Integrity, Probity, Sincerity and Credibility.*

Very truly yours,

[Signature]

ALAN F. ALEGRIA  
Director IV  
Human Resource Relations Office

cc:  
*Director IV MARILYN E. TALDO*  
Civil Service Commission  
Cordillera Administrative Region  
#116 Wagner Road, Military Cut-Off  
2600 Baguio City
Director IV MARILYN E. TALDO  
Civil Service Commission  
Cordillera Administrative Region  
#116 Wagner Road, Military Cut-Off  
2600 Baguio City  

Dear Director Taldo:  

We are pleased to inform you that the Commission has registered the Collective Negotiation Agreement (CNA) entered into by and between the BENGUET STATE UNIVERSITY FACULTY CLUB (BSU-FC) and the management of the BENGUET STATE UNIVERSITY (BSU) as evidenced by Certificate of Registration No. 787 dated September 11, 2014.  

To reinforce the CSC’s mandate of promoting responsive management and responsible public sector unions as key partners for effective governance, we enjoin that Regional Office, through the Provincial Office to award the attached Certificate of Registration No. 787 (original copy) of BSU-FC in a fitting ceremony such as during the agency’s flag raising ceremony. This is also meant to recognize the effort exerted by the association and to further establish linkage with them.

Thank you for your continued support to HRRO’s programs and projects.

Our warm regards.

Very truly yours,

ALAN F. ALEGRIA  
Director IV  
Human Resource Relations Office  

cc: Mr. BEN D. LADILAD  
President  
Benguet State University (BSU)  
BSU Campus, La Trinidad  
2601 Benguet  

Ms. DARLYN D. TAGARINO  
President  
Benguet State University Faculty Club (BSU-FC)  
Benguet State University (BSU)  
BSU Campus, La Trinidad  
2601 Benguet
CERTIFICATE OF REGISTRATION
Collective Negotiation Agreement
No. 787

Pursuant to the Amended Rules and Regulations Governing the Exercise of the Right of Government Employees to Organize, the Collective Negotiation Agreement entered into by and between the

BENGUET STATE UNIVERSITY FACULTY CLUB
( BSU-FC )

and the

BENGUET STATE UNIVERSITY
( BSU )
BSU Campus, La Trinidad, Benguet

having complied with the prescribed requirements in the abovementioned Rules is registered by the Commission and is binding between the parties thereof during the period of its effectivity from June 9, 2014 to June 9, 2017.

Issued this ___ th day of September ___ 2014 at Quezon City.

FRANCISCO T. DUQUE III
Chairman

ROBERT S. MARTINEZ
Commissioner

NIEVES L. OSORIO
Commissioner

Attested by:

ALANF. ALEGRIA
Director IV
Human Resource Relations Office
COLLECTIVE NEGOTIATING AGREEMENT (CNA)
(BENGUET STATE UNIVERSITY AND BSU EMPLOYEES)

KNOW ALL MEN BY THESE PRESENTS:

This COLLECTIVE NEGOTIATING AGREEMENT is made, entered into and executed by and between:

BENGUET STATE UNIVERSITY, a public educational institution established and existing the laws under the Republic of the Philippines having principal office at La Trinidad, Benguet, Philippines now and hereinafter referred to as the UNIVERSITY and represented in this agreement by its president, BEN D. LADILAD;

-AND-

BENGUET STATE UNIVERSITY FACULTY CLUB- Main Campus, representing BSU rank and file -occupying emergency in nature, contractual, temporary or permanent status- a public sector labor organization organized and existing under the laws of the Republic of the Philippines and accredited and registered with the Department of Labor and Employment and Civil Service Commission under Certificate of registration No. 909 dated 13 September 28, 2001, with principal office address at BSU, La Trinidad, Benguet, Philippines hereinafter referred to as the BSU EMPLOYEES and represented in this agreement by its out-going president, DOMINADOR S. GARIN and its in-coming president, DARLYN D. TAGARINO,

WITNESSETH:

WHEREAS, Article III, Sec. 8 and Article IX, B Sec 2(S) of the 1987 Philippine Constitution, Executive Order No. 180 dated June 1, 1987 and its amendments dated September 28, 2004 recognize and guarantee the right of public sector workers to self-organization and collective negotiation;

WHEREAS, the UNIVERSITY as State educational institution supports the right of its employees to promote their interest and that of the public service, seeks peaceful remedies for their grievances, work for mutual benefits or otherwise improve work opportunities and the terms and conditions of their employment; through the full development and utilization of a machinery for the negotiation of terms and conditions of employment and work opportunities;

WHEREAS, the UNIVERSITY is convinced that the rights of its individual employees can be respected and preserved through the full development and utilization of a machinery that could advance and protect their interests. Therefore, it recognizes their right to self-organization and assures recognition of and protection for their duly organized association;

WHEREAS, the UNIVERSITY considers collective negotiation as a means whereby its employees can participate more meaningfully in management and employment relationships thus empowering them and ensuring for themselves their dignity, welfare and security;

WHEREAS in September 2001, the Department of Labor and Employment and the Civil Service Commission jointly issued Certificate of Registration No. 909 certifying that they have registered the BSUFC pursuant to the provisions of Executive order No. 180 dated June 1, 1987 and thereby conferring upon it the right to be certified as the sole representative of the rank and file employees. As such the FACULTY CLUB is the sole and exclusive bargaining agent for the rank and file employees in the UNIVERSITY to negotiate to them and to undertake activities not contrary to law, public policy or public order for the furtherance of the interest of its members.
WHEREAS, the herein parties believe that collective negotiations would create healthy atmosphere wherein better working relations and increased productivity founded on trust and cooperation can be cultivated.

WHEREAS, the UNIVERSITY and the BSU EMPLOYEES, have agreed to enter into collective negotiation agreement for their mutual benefit and attainment of the vision of making the BENQUE STATE UNIVERSITY a premier state university in Asia in a sustainable environment where moral values, culture and arts thrive;

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and situations hereinafter provided. The UNIVERSITY and the BSU EMPLOYEES do hereby agree as follows:

ARTICLE I
DECLARATION OF PRINCIPLES

Section 1. The herein parties recognize the basic rights of all BSU EMPLOYEES to a living wage, security of tenure, personnel and career development, and just and humane conditions of work and believe that collective negotiation is vital in the pursuit thereof.

Section 2. The BSU EMPLOYEES recognize and respect the rights and authority of the UNIVERSITY in the execution and implementation of existing laws governing terms and conditions of employment, and the provision and maintenance of employee welfare and benefits.

Section 3. The herein parties adhere to the observance of applicable international and national declarations, policies, laws, rules and regulations on the right of all workers to self-organization and collective negotiations.

Section 4. The herein parties commit themselves to the promotion of progressive and harmonious employee-management relationships and shall work as partners in the delivery of efficient, sustainable, accountable and quality public services.

Section 5. The BSU EMPLOYEES shall participate in the formulation of policies, plans and programs affecting the rights, development, welfare and benefits of employees, and client service improvement.

ARTICLE II
RECOGNITION AND SECURITY

Section 1. The UNIVERSITY recognizes the BSU FACULTY CLUB as the sole and exclusive negotiating representative of the university rank and file employees for the duration of this agreement and shall ensure an environment that guarantees the independence of the latter.

Section 2. The UNIVERSITY shall deal with the BSU EMPLOYEES as represented by the BSU FACULTY CLUB on all matters and issues affecting and pertaining to employee welfare, benefits, grievances, rights and interests.

Section 3. The UNIVERSITY shall follow official time/business for officers and members of the BSU Employees in their attendance to meetings, seminars, workshops, conferences, other productive activities and labor requirements with due notices. For this purpose, the BSU FACULTY CLUB shall be allowed the use of the UNIVERSITY facilities free of charge.

Section 4. The UNIVERSITY shall allow the use of its service vehicles by the BSU FACULTY CLUB in attending to official functions called by any government agency or by any accredited organization on matters concerning the welfare of employees, subject to the usual university policies on the use of vehicles.
Section 5. The UNIVERSITY shall not discriminate in any manner or form against any employee due to membership in or acts performed as an officer, member or representative of the BSU EMPLOYEES.

ARTICLE III
MAINTENANCE OF RIGHTS AND BENEFITS

Section 1. Employees shall enjoy all the rights and benefits pertaining to the conditions of employment as contained in applicable laws, rules and regulations.

Section 2. During a state of calamity in the Province or Municipality as may be declared by proper government agencies or local government unit, the UNIVERSITY undertakes to provide calamity assistance to each employee in cash or in kind as may be agreed upon with the BSU EMPLOYEES and subject to the availability of funds.

Section 3. The UNIVERSITY shall grant to each personnel a yearly CNA cash incentive subject to existing rules and regulations of grant of CNA.

On the SECOND week of December of every year, the University President or his duly authorized representative and the BSU EMPLOYEES officers shall meet to assess the financial status of the University and discuss the available savings under the General Fund for the payment of the CNA incentive of the employees for the particular year.

That the result of the discussion shall be included in a Board Referendum in order that the CNA incentive of employees shall be processed before the 18th day of December of every year or the deadline for processing of documents with the Finance Division and other offices in relation thereto.

Section 4. The CNA incentive shall be granted to all rank-and-file employees of BSU, whether permanent, temporary, contractual, substitute, on full time or part time, who:

4.1. have rendered at least a total of six (6) months service including leaves of absences with pay in BSU within one year immediately preceding the date of the signing/ratification of this CNA;

Section 5. The UNIVERSITY and the BSU EMPLOYEES shall negotiate for the grant of such other benefits, whether in cash or other forms, as may be possible during the lifetime of this agreement through a resolution.

Section 6. Clothing allowance shall be given in cash, provided that all employees must wear their uniforms during identified University functions.

Section 7. Retiring employees shall be given a cash award adopting the Civil Service Loyalty incentive based on years of service in addition to tokens given in kind sourced from the Special Trust Fund (STF) through the “Salamat-Paalam Program”.

Section 8. There should be periodic updates of all benefits, employee suggestions and incentives under the approved CNA in accordance with new policies.

Section 9. The BSU EMPLOYEES shall review with the UNIVERSITY, thru a committee, the Merit Selection Plan and System for Ranking Positions, the status of employment of teaching, none-teaching, and Job-order personnel which shall commence within a period of three months from the signing of this CAN as often as necessary.

The Human resource Management Office (HRMO) shall serve as the Secretariat of the committee and shall make coordination or representation with the Civil Service Commission (CSC) or other government agencies on matters that will need their expertise and clarification.
As an incident of the review, the committee may formulate policies and/or recommend amendments of existing policies, subject to the approval of the University Board of Regents.

Section 10. The University shall provide legal assistance to an employee in any of the following instances:

(a) The employee is sued for action taken in exercise of his/her duties, functions and responsibilities and it has been determined by the University President with the assistance of the Legal officer that he/she has done so validly, lawfully, within the proper scope of his/her office;

(b) The employee is subpoenaed/summoned to testify as witness for the University before any court, tribunal or body exercising quasi-judicial powers.

ARTICLE IV
UNIVERSITY AND BSU EMPLOYEES
SHARED RESPONSIBILITY AND ACCOUNTABILITY

Section 1. Consonant to the recognized principle of shared responsibility and employee empowerment, the UNIVERSITY recognizes the right of BSU EMPLOYEES to be represented in committees and meetings where matters affecting their working conditions, interest, welfare and benefits are discussed.

With due regard to existing rules and regulations governing their composition, the BSU EMPLOYEES shall be represented (as member) in specifically but not limited to the following committees: PRAISE, UBAC (as observer), Personnel Selection, Personnel and Career Development, scholarship Committee, Budget Committee, Grievance, Performance Evaluation Review, Housing, Decorum Investigation, Finance/Income Generating Project, NBC 461 Evaluation Committee and Regular/Special Committees whenever applicable.

Section 2. The BSU EMPLOYEES may recommend amendments to existing policies of the UNIVERSITY and to propose new ones that will improve the UNIVERSITY and its community.

Section 3. The UNIVERSITY shall be informed in writing by the BSU EMPLOYEES of the names of representatives officially designated by said body, as well as their functions and duties. The BSU EMPLOYEES shall inform the UNIVERSITY officials of any substitutes or changes of such representatives within fifteen days from their official designations.

Section 4. The BSU EMPLOYEES shall be allowed the opportunity to present to the UNIVERSITY, for evaluation and endorsement, economic projects and income-generating activities that will redound to the benefit of its members, provided that these are not contrary to laws, morals, public order, public policy or University, COA and DBM rules and guidelines nor shall these contravene or run counter to any business activities of the University.

ARTICLE V
PERSONNEL AND CAREER DEVELOPMENT

Section 1. Pursuant to the policies governing manpower development the UNIVERSITY and BSU EMPLOYEES shall coordinate to formulate a codified continuing program for personnel and career development for both the teaching and non-teaching employees. Scholarships and thesis/dissertations and other forms of assistance policies shall remain in effect and its wide dissemination shall be ensured.

Section 2. The UNIVERSITY shall inform the BSU Employees prior to effecting changes in any policy affecting employees on designations, promotions and personnel movement. (from Art IV, s 2)
Section 3. The UNIVERSITY shall provide full Tuition fee discount for PERMANENT BSU employees enrolled at the Graduate Programs in the Graduate School and Open University in Benguet State University, along their line of expertise/specialization, and teaching assignments or relevant work, pursuant to the Human Resources Development Plan.

Section 4. The UNIVERSITY shall inform the BSU EMPLOYEES regarding their reorganization or internal restructuring involving the creation, abolition, reclassification, or upgrading of positions.

Section 5. The UNIVERSITY and BSU EMPLOYEES shall coordinate to conduct an annual seminar on the topic of public sector unionism and other seminars which shall enhance personnel development and which will result in the improvement of services rendered to the University. The University shall help provide the necessary resources to ensure the success of said undertaking.

ARTICLE VI
HEALTH AND SAFETY

Section 1. To ensure the preventive and curative health services are available to the employees, the UNIVERSITY shall allocate funds for the conduct of a mandatory and free annual physical, medical, dental and optical examination for all employees subject to the availability of funds and in accordance to the existing Commission on Audit rules and regulations and existing laws. The examination shall include, as best as possible, neuro-psychological test, x-rays. Electrocardiogram (ECG), blood examination, urinalysis, fecalysis, pap smear, ultra sound, drug test, mammography, 2-D echo, colonoscopy, prostrate and other relevant medical tests. The total cost of which is not to exceed FIVE THOUSAND PESOS (Php 5,000.00) per employee.

In consonance thereto, available laboratory services of the University shall be used and the same shall be conducted/administered by the University Medical Services.

Selection of credible medical laboratory clinics, thru University Bids and Awards Committee, shall include the participation of the BSU EMPLOYEES as observer.

Availing of the services of one (1) Health Service Provider within a period of One (1) Fiscal Year.

Section 2. Regular trainings for disaster preparedness, safety and emergency medical services shall be provided by the University.

Section 3. The BSU EMPLOYEES shall be represented in the BSU Disaster Coordinating Committee through the Faculty Club and BSUNTA Presidents.

Section 4. The UNIVERSITY shall provide physical fitness facilities for employees and allocate time for physical fitness activities at least one (1) hour per day in the afternoon or half day per week whichever is possible depending on the nature of work and upon prior approval of the employee's immediate supervisor of said schedule. The location of the physical activities shall be at the BSU Closed Gym or other such available venues. Such time shall be used exclusively for physical fitness activities.
ARTICLE VII
GREVANCE AND EMPLOYEE DISCIPLINE

Section 1. For purposes of strengthening employee-management relations and resolving conflicts at the lowest possible level in the UNIVERSITY, the UNIVERSITY and the BSU EMPLOYEES agree to operationalize the Grievance machinery established under existing laws as adopted by the University. The BSU Employees, through its representative, shall be furnished final decisions regarding grievance cases.

Section 2. The UNIVERSITY and the BSU Employees shall conduct a continuing information and education drive on the University grievance machinery among its officials and employees to ensure that the same is adhered to for purposes of peace, harmony and order within the institution.

Section 3. The herein parties shall endeavour to adopt University Rules of Procedure for Administrative Disciplinary Cases under existing laws.

ARTICLE VIII
WORKING HOURS

Section 1. The University and its employees shall evolve a dynamic system for the adoption of a “Compressed Work Week” schedule favourable to all sectors of the University. Provided that such agreed schedule shall be in accordance to existing Civil Service Laws, Rules and Regulations.

That the above consideration will provide quality time of the employee with his/her family, personal development and rest from the work environment, which will improve his/her attitude and physical condition in the workplace and thus contribute to the vision and mission of the university towards excellence.

Section 2. Pursuant to provisions of the BSU Code, the herein parties shall see to it that Internal Rules on Working Hours, including Faculty Workload Scheme, shall be formulated and adopted. The existing rules and regulations on the matter shall continue to be operative especially those on core working hours, full-time equivalent for academic rank holders, and overload teaching.

In recognition of the variable time schedule of the teaching personnel, the Deans and/or Officer-in-charge of the Colleges or Departments shall be responsible for monitoring their respective teaching personnel with focus on promoting professionalism and commitment to service with the end in view of continually improving performance.

Section 3. Allowable overtime/overload services rendered shall be appropriately compensated and/or be converted to service credits or compensatory day off in accordance with University policies and existing laws and government policies.

Section 4. The Faculty Club President/Regent shall be given an equivalent teaching load of SIX (6) UNITS during his/her incumbency.

ARTICLE IX
COST-CUTTING MEASURES/ IMPROVEMENTS

Section 1. The UNIVERSITY and the BSU EMPLOYEES, shall jointly initiate and follow cost-cutting measures and systems improvement to generate savings for the grant of CNA incentives during the effectivity of this Agreement while maintaining the same quality of services being delivered;
ARTICLE X
GENERAL PROVISIONS

Section 1. This agreement shall take effect immediately upon signing by the BSU EMPLOYEES and the UNIVERSITY and shall remain in effect within three years as its economic life.

Section 2. That in case of amendments to this agreement, a general Assembly shall be called for the purpose of ratifying such changes made. A majority vote by the BSU Employees shall be sufficient to ratify the same.

Section 3. Should there be a need to specific proposals, amendments or negotiations for new terms and conditions, the proposing party shall submit to the other a written notice at least fifteen (15) days prior to a date of intended meeting convened for the consideration of the submission.

Section 4. The herein parties agree to exert all efforts for a peaceful resolution of all and any disputes that may arise from the implementation of this agreement exploring all alternative means of conflict resolution other than litigation.

Section 5. Should there be any provision of this agreement found by competent authorities to be contrary to law, the same shall not render the entire agreement ineffective nor affect the enforcement and application of its other unaffected provisions.

Section 6. The official publication of the UNIVERSITY, which is SHAMAG or the BSU Website shall be used to disseminate this agreement.

Section 7. Gross violation of the economic provisions of this CNA shall be actionable in a forum with appropriate jurisdiction.

Section 8. This CNA shall be made applicable to the BSU-Bokod and Buguias Campuses in the absence of their independent CNA.

IN WITNESS WHEREOF, the parties acting through their authorized representatives, hereunto set their hands this 9th day of June, 2014 at BSU, La Trinidad, Benguet, Philippines.

Benguet State University
By:
BEN D. LADILAD
President

BSU Faculty Club-Main Campus
By:
DOMINADOR G. GARIN
Out-going President

DARLYN D. TAGARINO
In-coming President

Signed in the Presence of:
MANDY K. CATALINO
President, BSUNTA

SILVESTRE K. ABEN
President, BSUEA

ATTY. MATIAS C. ANCIWAN JR.
Chief Administrative Officer
ACKNOWLEDGMENT

Republic of the Philippines  
Province of Benguet  
Municipality of La Trinidad  

BEFORE ME, a Notary Public for and in the Province of Benguet, this 16th day of July 2014 personally appeared:

<table>
<thead>
<tr>
<th>Name</th>
<th>I.D. No./CIC No.</th>
<th>Place of Issue/Issuing Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEN D. LADILAD</td>
<td>Employee I.D. No. 010687</td>
<td>Benguet State University</td>
</tr>
<tr>
<td>DOMINADOR S. GARIN</td>
<td>Employee I.D. No. 010269</td>
<td>Benguet State University</td>
</tr>
<tr>
<td>DARLYN D. TAGARINO</td>
<td>Employee I.D. No. 010501</td>
<td>Benguet State University</td>
</tr>
</tbody>
</table>

Known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledged to me that the same is his/her/their free and voluntary act and deed.

This instrument consisting of eight (8) pages, including this page on which this acknowledgment is written has been signed on each and every page thereof by the parties named herein and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place first above written.

[Signature]

ATTY. ANDRES APAYAOYAP LAMFACAM, CPA  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2014  
N. A. No. 12 - NC - B260  
TOLL NO. 66294 04/29/09 MANILA  
BP LICENSE No. 20616 1/2/16 BENGUET  
TIN No. 35538070 1/2/16 BENGUET  
TEL No. 932-874-879