

CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 2194

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

PANGASINAN STATE UNIVERSITY FACULTY ASSOCIATION (PSUFA)

and the

PANGASINAN STATE UNIVERSITY

PSU Main Campus, Alvear Street, East, Poblacion, Lingayen, Pangasinan 2401

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 May 25, 2021 to May 24, 2024.

Issued this 8th day of October 2021 in Quezon City.

ALICIA dela ROSA - BALA

Chairperson

Attested by:

CECILIA C. DELA FUENTE

Director IV

Human Resource Relations Office

KNOW ALL MEN BY THESE PRESENTS:

This COLLECTIVE NEGOTIATION AGREEMENT entered into by and between:

The PANGASINAN STATE UNIVERSITY, a state funded institution of higher learning, created under PD 1497 to provide better service in the technical and professional training in the arts, sciences, humanities and in the conduct of scientific research and technological studies and community service, with principal office address in Alvear St., Poblacion, Lingayen, Pangasinan, Philippines, hereinafter referred to as PSU Administration represented by the University President, DR. ELBERT M. GALAS,

And

The PANGASINAN STATE UNIVERSITY FACULTY ASSOCIATION, a duly organized and existing legitimate faculty association with Registry No. 1513 dated November 13, 2018, issued by the Department of Labor and Employment and Certificate of Accreditation No. 504 issued by the Civil Service Commission on September 13, 2005, with office address at Pangasinan State University, Lingayen, Pangasinan, hereinafter referred to as Association represented by the PSUFA President, MR. ACE JOHN MARK P. LIWANAG.

WITNESSETH

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

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

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

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

ARTICLE XIII, Sec. 3. The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote 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 rights to strike in accordance with law. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law,

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

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

WHEREAS; the Association is the sole and exclusive negotiating representative of all teaching employees of the Pangasinan State University;

AF

Mill

1508

200

Jan

Munch

3



WHEREAS, the University and the Association seek to promote a working environment that is conducive to a harmonious relationship between them, enhances employees welfare and productivity, and contributes to effective and efficient public service.

NOW THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the University and the Association agree to bind themselves to the provisions of this Collective Negotiations Agreement.

ARTICLE I **DECLARATION OF PRINCIPLES**

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

Section 2. The University and the Association shall observe national policies, as well as policies of international organization that the Philippines has ratified, regarding the rights of workers to self- organization, collective bargaining and negotiations, and peaceful concerted activities in accordance with law.

Section 3. The University and Association believe in the equality among men and women and the eradication of all forms of discrimination, and thus recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive and bias-free bureaucracy.

Section 4. The University shall create an environment that guarantees the independence of the Association.

Section 5. The Association recognizes the authority of the University to implement laws and policies governing the terms and conditions of the employment in the University, including its efforts to professionalize the civil service.

Article II **COVERAGE**

Section 1. The Parties agree that this Collective Negotiation Agreement covers all faculty members, regardless of academic status, permanent, temporary, and contractual, who are bonafide members of the Pangasinan State University Faculty Association. Bonafide members are those faculty members who have paid their annual dues during the prescribed period as embodied in the Constitution and By-Laws of the Association.

Article III ASSOCIATION RECOGNITION, RIGHTS AND PRIVELEGES

Section 1. The University hereby recognizes the Association as the sole and exclusive representative of all faculty members of the Pangasinan State University with respect to terms and conditions of employment in accordance with the existing laws, rules, and regulations.

Section 2. The Association recognizes all management rights, power, and authority, including the right of management to direct and control its work forces and operations to such extent in accordance with the existing laws, rules and regulations.

Section 3. The University and the Association shall observe national policies as well as policies of international organizations that the Philippines has ratified, regarding the right of workers to selforganizations, collective bargaining and negotiations, and concerted activities, including the right to strike in accordance with law.

Section 4. The University, through the Human Resources Management and Development Office (HRMDO), shall inform the Association of the retirement, resignation or dismissal of employees ten (10) working days after the filing of notice of such retirement or resignation or the effective date of dismissal of the employee/s.









Section 5. The University shall ensure adherence to the recruitment, promotion, and termination policies under existing laws and regulations and policies of the University related to faculty. The Association shall be consulted/involved in the drafting of proposals regarding changes in University policies related to recruitment, promotion and termination.

Section 6. The University shall ensure that the policies on promotion shall be implemented on time in accordance with the Civil Service Rules and Guidelines.

Section 7. The Association shall be consulted/involved in changes relating to policies involving working conditions such as, but not limited to, loading, overloading and overtime pay, and be implemented accordingly.

Section 8. The University shall furnish the Association with a list of new employees within the negotiating unit who have been issued new appointments within one (1) month after the confirmation of the appointments by the Board of Regents. In like manner, the University shall furnish the Association a copy of plantilla of positions of academic personnel.

Section 9. The Association shall be represented in all the Committees of the University, and other financial obligations or contributions of the Association members upon submission of written request or memorandum from the Association.

Section 10. The University shall allow the Association to access on all records, documents, communications, or any related information not confidential in nature on file in various Campuses of the University whenever such records, documents and communications are necessary for the benefit and interests of the faculty members, provided, that any issue on confidentiality shall be determined by the University. For this purpose, guidelines shall be formulated by the University and the Association subject to implementing rules and regulations.

Section 11. The Association, through its officers, shall be allowed by the University to meet with and orient newly appointed and hired faculty members regarding the Associations' constitution and by-laws, including but not limited to explanations about the provisions of this Agreement on official time.

Section 12. The granting of Collective Negotiation Agreement (CNA) shall be across the board.

ARTICLE IV RIGHT OF THE ADMINISTRATION

Section 1. The University reserves and retains, solely and exclusively, the powers and authority in consonance with the provisions of the laws, rules, and regulations issued by competent authorities and stipulated in the Collective Negotiation Agreement (CNA).

ARTICLE V MAINTENANCE OF RIGHTS AND BENEFITS

Section 1. All employees shall retain all rights and benefits pertaining to their conditions of employment as contained in the University Code and Civil Service Rules and Regulations and other applicable laws.

ARTICLE VI ORGANIZATIONAL STRUCTURE AND SHARED RESPONSIBILITY

Section 1. The University shall continue to recognize the Association as a partner in evolving a developmental organizational structure for this institution, through membership in the Management Committee and as witness or observer in Bids and Awards Committee (RA 9184).

Section 2. It shall be a shared responsibility of the University and the Association to inform the employees regarding the University programs, projects, and activities for them to realize their importance in the achievement of identified goals and objectives.

Section 3. It shall be a shared responsibility of the University and the Association to adopt workplace quality standards and performance agreements.

14

Allun

nts. /88⁹7/ Sie









Section 4. The University and the Association agree to maintain a well-informed workplace that can be more effective in the discharge of their duties. To this end, the Management shall continue to conduct periodic fora or as the need arises on matters related to the interest of the members and all employees.

Section 5. The University recognizes the Association as a partner of change for the growth, progress, and full development of the institution.

Section 6. For the purpose of promoting prompt, efficient, and just resolution of disciplinary cases against the faculty which could adversely affect the performance of his duties, the Association must be present in all disciplinary tribunals involving members of the negotiating unit.

Section 7. Except for voluntary resignation, retirement or expiration/termination of contract or appointment, employment shall be terminated only for just cause and after observance of due process in accordance with law.

Section 8. Subject to exigency of the service and Section 9 below, the University shall allow the Association to hold meetings on official time which includes the following:

- a. General assembly (once a year)
- b. Regular meetings (quarterly)
- c. Special meetings (as the need arises)
- d. Committee meetings (as the need arises).

Section 9. Official time shall be granted by the University to allow officers of the Association to accomplish representation duties, including meetings enumerated in duties for the purpose of employee representation, in order to enhance labor management relations at all levels.

Section 10. The University and the Association endorse the principles and spirit of academic freedom.

Section 11. The University and the Association agree that there shall be no discrimination against any faculty in relation to matters covered by this agreement on the basis of gender, creed, civil status, political or religious affiliation or belief, age and physical disability.

Section 12. The University and the Association believe in the equality among men and women and the eradication of all forms of discrimination, and thus recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive University.

ARTICEE VII HOURS OF WORK AND WORKLOAD

Section 1. Faculty members shall render a maximum of forty (40) hours a week inclusive of classroom teaching, consultancy, research, extension, and production.

Section 2. The prescribed teaching load of full-time faculty members is 21 units for one (1) preparation, 18 units for two (2) preparations and 15 units for (3) or more preparations per week. Faculty members with overload teaching as officially approved in excess of the prescribed units shall be entitled to an honorarium subject to existing rules and policies. The excess units shall be converted into service credits which will be utilized by the faculty within a year. Likewise, faculty members engaged in the conduct of research over and above the regular workload shall be entitled to honoraria in the amount prescribed by existing policies, rules, and regulations.

Section 3. The assignment of subjects to faculty members should be based on the specialization, expertise and previous assignments. If possible, there should be an equal distribution of teaching load to the faculty members.

Section 4. Regular faculty members shall be given priority in assignment of honorarium classes.

ARTICLE VIII BENEFITS AND PRIVILEGES

Section 1. The University shall continue to implement existing policies on study privileges of the dependents of the University personnel.

AAF

/ Jum

1884

John A. M.









In case of death of a faculty, the University agrees to continue to grant the study privilege of all his legitimate children currently enrolled at the University until such time that they finish their studies/course in accordance with the University rules and regulation.

Section 2. The University shall provide the association with an office within the main campus equipped with office facilities and internet connection.

Section 3. The Association may post notices, announcements, news or any other information authorized by it for the purpose of general information duly signed by the Association President or his representative and the Press Relations and Information Office (PRIO) of the University.

Section 4. The University shall continue to provide annual education tour/trips and other related activities to all employees. The University shall shoulder the expenses for the aforementioned educational activities subject to availability of funds and existing rules and regulations.

Section 5. The University, if feasible, shall endeavor to provide affordable housing programs for its faculty in addition to existing ones.

Section 6. The University, if feasible, shall provide free shuttle service to faculty.

Section 7. Except when the University itself is a party, the University agrees to provide legal service, including legal representation, to faculty who is sued for acts arising from his performance of duties and responsibilities.

Section 8. The University shall allow free use of university-managed sports and athletic facilities and wellness center for members of the association, subject to the relevant rules and regulations. Faculty shall endeavor to be physically and mentally fit.

Section 9. The University shall grant the scheduling of leaves of its faculty.

Section 10. The nature and extent of additional benefits within the year shall be a part of the agenda of regular meetings of a joint University and Association committee created, among others, to develop guidelines to implement these benefits.

Section 11. The University agrees to formulate and implement programs for all present and retired employees, which shall include, but not limited to:

- a. 50% discount on the use of the PSU HRMTC and other facilities in the different campuses
- b. Financial Literacy Program; and
- Health and Wellness Programs.

Article IX INCENTIVES AND AWARDS

Section 1. The University shall grant incentives and awards to employees / units who perform well in the field of instruction, research and extension consistent to the research and extension manual or office advisories released by the office of the University President or the HRMDO.

Article X OCCUPATIONAL HEALTH AND SAFETY

Section 1. The University shall conform and comply with the CSC Memorandum Circular No. 30 s. 1994 as well as the CHED-DOH-IATF Health Protocols/Guidelines on COVID 19 in cooperation with the Association to establish a health and wellness program that will include:

- a. Health and Fitness Program,
- Stress management; and
- Healthy Lifestyle

Section 2. The University shall provide Faculty Welfare Assistance Program which includes free annual physical, medical examination, and eye care program to be conducted by accredited hospitals.

Section 3. The University shall support the members of the association to secure a "FIT TO WORK MEDICAL CERTIFICATE" before the start of Academic Year.

Section 4. The University shall provide hazard pay to its faculty members, in accordance with Republic Act 9336.











Article XI EDUCATIONAL, PROFESSIONAL, SOCIAL, SPIRITUAL AND WELLNESS **PROGRAM**

Section 1. The University shall continue to promote staff development for its faculty members in all areas of work. Faculty shall include fellowships, and attendance to relevant conferences, conventions, seminars and workshops, trainings and similar development programs which the University may deem necessary.

Section 2. The University shall continue to allocate sufficient funds to ensure that faculty development programs are fully implemented.

Section 3. The University shall inform the Association of all its career development programs for faculty members. The awarding of training, study and scholarship grants, both local and foreign, shall be governed by relevant rules and policies implemented by the Faculty and Staff Development Committee of the University.

Section 4. The University and the Association shall implement an educational, social, spiritual and wellness program to enhance the well-being of the faculty members. The University shall allocate one (1) hour per week for such purposes, except on occasions when the faculty members are required to attend an official business.





Article XII FACULTY AND MANAGEMENT CONSULTATIVE COUNCIL

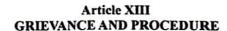
Section 1. For purposes of maintaining open line of communication through consultations and dialogues, Labor and Management Consultative Council shall be created.

Section 2. The Council shall be composed of the members of the negotiating unit of the University and the Association, composed of five (5) from the Association and five (5) from the University. Section 3. The following are the functions and responsibilities of the Council.

1. Convene once in every six (6) months or as the need arises at the request of either party, beginnings at the date of the effectivity of this Agreement.

2. Discuss and mutually agree upon the resolution of any controversy arising from the interpretation and enforcement of this Agreement and

3. Discuss and agree on the initiation of any activity relative to the productive and healthy relationship.



Section 1. The University shall continue to adopt grievance machinery with the participation of the Association in accordance with the Civil Service rules and regulations.

Section 2. The University and the Association must continue to resolve disputes through friendly negotiation and both sides shall ensure the continuity of work until all points in dispute shall have been discussed and settled.

Section 3. The University and the Association assures utmost privacy while discussing or investigating an employee's grievance and or complaint. Nowhere or at no time will the Association openly discuss unresolved issues in the University without approval from the University management.

Article XIV COST SAVING MEASURES

Section 1. For the purpose of contributing to the cost saving requirement for all government agencies, the Association shall jointly or liberally undertake cost effective steps or measures with the administration in order for the University to continuously generate and/or increase savings.











Section 2. The following activities shall be undertaken by the Association in order to observe the cost saving measures:

- 1. Conservation on the use of water and electricity
- 2. Solid waste management and utilization
- 3. Assistance in the maintenance of cleanliness within the institution
- 4. Observance of standard class size
- 5. Observance of faculty workload
- 6. Participation in the income generating projects of the University
- 7. Involvement in the Preparation of the Investment Plan
- 8. Scheduling and Monitoring of Faculty's Attendance to Seminars, Trainings, Conferences, Workshops and Travels
- 9. Promotion/Encouragement of Paperless Transaction
- 10. Involvement in General Global Curriculum Education specially in advocating peace
- 11. Course optimization involvement
- 12. Flexible staffing and working hours

Article XV COLLECTIVE NEGOTIATION AGREEMENT INCENTIVE

Section 1. The University agrees to provide CAN Incentive to all members of the Association and Non-teaching personnel. The amount of the CAN incentive will be determined subject to the availability of savings.

Article XVI ENTIRELY CLAUSE

Section 1. Both parties agree that the terms and provisions herein contained the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter herein. Both parties agree that all items have been discussed during negotiations leading to this Agreement.

Article XVII PROVISIONS FOR AMENDMENTS

Section 1. One (1) year of signing of this Agreement, corresponding amendments may be introduced whereby the proponent shall provide the other party with a written notice at least fifteen (15) days prior to the date of the intended meeting for the purpose of discussing or considering proposed amendment.

Article XVIII SEPARABILITY CLAUSE

Section 1. Any provision or part of this agreement be found unconstitutional or invalid by reason of decree, law, rule and regulation promulgated by appropriate government authorities, the remaining provision of this agreement shall continue to be in effect and enforceable during the life of this agreement.

Section 2. In the event of any re-organization, change of management, merger, dissolution etc, during the life of this CNA, provision of this Agreement should be respected.

Article XIX EFFECTIVITY AND DURATION OF THE AGREEMENT

This Agreement shall become effective as of the signing of this Agreement and shall remain in effect for three (3) years or until rendered inoperative. Within ninety (90) days prior to the

AAF

18000

J. No

B

Jung!

-3-



expiration of this agreement, either party may initiate negotiations for the renewal and/or modification of the agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement, this MAR 1 8 2024 in the province of Pangasinan, Philippines.

PANGASINAN STATE UNIVERSITY

ADMINISTRATION

By:

DR. ELBERT M. GALAS
University President

PSU ADMINISTRATION PANEL

DR. MANOLITO C. MANUEL
VP for Academic and Students Services

DR. DEXTER R. BUTED

VP for Administration and Finance

Management

DR. RAZEACE G. RESULTAY
VP for Research, Extension and Innovation

DR. JENYLYN V. OBOZA VP for Quality Assurance PANGASINAN STATE UNIVERSITY

FACULTY ASSOCIATION

ACE JOHN MARK P. LIWANAG
PSU FA President

PSU FACULTY ASSOCIATION PANEL

DR. CHRISTIAN GAMO PSUFA Vice President

DR. POTENCIANO CONTE, JR.
PSU FA Secretary

DR. JEANLYN V. DOMINGO PSU FA Treasurer

GLEIN TOLENTINO
PSU FA Auditor

EDDELAINE B. MONTE

WITNESSES:

DR. IAN D. EVANGELISTA

ATTY DARKUS B. DE GUZMAN

PROF. JOSEPHINE C. GONZALO

ACKNOWLEDGEMENT

BEFORE ME THIS MAR 18 2024 AT LINGAYER PANGASINAPERSONO! I Y ADDEARED, THE PARTY/DARTIES MADE
KNOWN I THE AND TO ME KNOWN TO BE THE
SAME PLASON/S WHO EXECUTED THE FURE GOING
INSTRUMENT AND HE/THEY ACKNOWLEDGED TO ME
UNDER DATA THAT THE SAME IS HIS/THE/R FREE AND
VOLUNTARY ACT AND DEED..

00C. No. 477
PAGE No. 97
BOOK No. 1
SERIES OF 2024

NOTARIAL COMMISSION NO. 01-03-2024-L-01
ROLL NO. 83288
SAFECON ARCADE, MARAMBA BLVD

MCIE COMPLIANCE NO. VIII-0003765-09/08/2023 PIR NO. 12957/Z - 01/17/2024 LING. FANG. IBP NO. 329969 - 12/18/2023 - PASIG CITY VALID UNTIL DECEMBER 31, 2025