

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;

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 self-organizations, 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.

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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
- c. 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;
- b. Stress management; and
- c. 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.

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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.

Mr. J. De

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.

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Article XIII
GRIEVANCE AND PROCEDURE

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.

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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.

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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


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 18 2024 in the province of Pangasinan, Philippines.

**PANGASINAN STATE UNIVERSITY
ADMINISTRATION**

**PANGASINAN STATE UNIVERSITY
FACULTY ASSOCIATION**


By:



DR. ELBERT M. GALAS
University President



ACE JOHN MARK P. LIWANAG
PSU FA President


PSU ADMINISTRATION PANEL

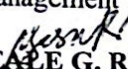
PSU FACULTY ASSOCIATION PANEL



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



DR. CHRISTIAN GAMO
PSUFA Vice President



DR. DEXTER R. BUTED
VP for Administration and Finance
Management

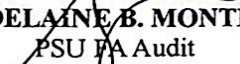

DR. POTENCIANO CONTE, JR.
PSU FA Secretary


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


DR. JEANLYN V. DOMINGO
PSU FA Treasurer


DR. JENYLYN V. OBOZA
VP for Quality Assurance


GLEIN TOLENTINO
PSU FA Auditor


EDDELAINE B. MONTE
PSU FA Audit

WITNESSES:


DR. IAN D. EVANGELISTA


PROF. JOSEPHINE C. GONZALO

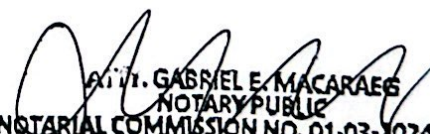

ATTY. DARIUS B. DE GUZMAN


DR. JOCELYN DE VERA

ACKNOWLEDGEMENT

BEFORE ME THIS MAR 18 2024 AT LINGAYEN, PANGASINAN
PERSONALLY APPEARED, THE PARTY/PARTIES MADE
KNOWN TO ME AND TO ME KNOWN TO BE THE
SAME PERSON/S WHO EXECUTED THE FOREGOING
INSTRUMENT AND HE/THEY ACKNOWLEDGED TO ME
UNDER OATH THAT THE SAME IS HIS/THEIR FREE AND
VOLUNTARY ACT AND DEED..

DOC. No. 477
PAGE No. 97
BOOK No. 11
SERIES OF 2024


ATTY. GABRIEL E. MACARAEG
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 01-03-2024-L-01
ROL NO. 83288
SAFECON ARCADE, MARAMBA BLVD
LINGAYEN, PANGASINAN
MCLE COMPLIANCE NO. VIII-0003765-09/08/2023
PTR NO. 1295772 - 01/17/2024 LING. PANG.
IBP NO. 329969 - 12/18/2023 - PASIG CITY
VALID UNTIL DECEMBER 31, 2025