



Republic of the Philippines
MARIANO MARCOS STATE UNIVERSITY
City of Batac, Ilocos Norte

ASSOCIATION OF NON-TEACHING ADMINISTRATIVE PERSONNEL (ANTAP)

CNA
ANTAP-MMSU

8th COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This document entered into by and between:

The **ASSOCIATION OF NON-TEACHING ADMINISTRATIVE PERSONNEL – MARIANO MARCOS STATE UNIVERSITY**, a labor organization duly organized and registered with the Department of Labor and Employment under Registration Certificate No. 285 dated 10 July 1992, and with the Civil Service Commission under Certificate No. 184 on September 9, 1999, with principal office at the MMSU Ferdinand Edralin Marcos (FEM) Building City of Batac, Ilocos Norte, Philippines, represented in this Act by its President, **MR. GERARD S. RAGUDO**, hereinafter referred to as "**ANTAP-MMSU**",

AND

The **MARIANO MARCOS STATE UNIVERSITY**, a government educational institution created pursuant to Presidential Decree No. 1279, with principal office at MMSU City of Batac, Ilocos Norte, Philippines, represented in this Act by its President, **DR. SHIRLEY C. AGRUPIS**, hereinafter referred to as the "**UNIVERSITY**",

WITNESSETH, That:

WHEREAS, Article III Section 8 of the Constitution provides, among others: "*The state affirms labor as a primary and social economic force. It shall protect the rights of workers and promote their welfare*";

WHEREAS, Paragraph I Section 2 of Executive Order No. 180 provides, among others: "*All government employees can form, join, or assist employees' organizations of their own choosing for the furtherance and protection of their interests*";

WHEREAS, the **UNIVERSITY** and **ANTAP-MMSU** desire to observe and promote the purpose and intent of the above-cited legal pronouncements;

WHEREAS pursuant to aforesaid desire and in the name of more effective and efficient public service, the **UNIVERSITY** and **ANTAP-MMSU** have agreed to strive to improve the conditions or work environment at the **UNIVERSITY** as well as preserve, maintain and promote peace and harmony;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed as follows:

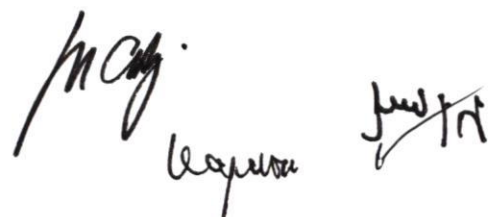
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ARTICLE I
DEFINITION OF TERMS

1. ***Collective Negotiating Unit*** - shall refer to all non-teaching administrative rank-and-file personnel of the **UNIVERSITY**, consisting of all **UNIVERSITY** workers whether permanent, temporary or casual, holding a position of up to salary grade 24 or equivalent salary or rank, or positions with a salary grade 25 and 26, provided their duties and functions do not involve, in whole or in part a) executive functions; b) policy-determination; c) highly confidential in nature; or, d) whose appointment does not require a third level eligibility.
2. ***Employee, Personnel, Rank and File, or Members*** – For purpose of this agreement, shall be interchangeably used to refer non-teaching administrative employees, personnel and/or rank and file of the **UNIVERSITY** who are members of **ANTAP-MMSU** or does not hold a permanent faculty position.
3. ***Membership Fee*** – shall refer to the one-time amount paid by a new member upon admission to **ANTAP-MMSU** in such amount as determined in the By-laws.
4. ***Union Dues*** – shall refer to the amount periodically assessed from **ANTAP-MMSU** members in accordance with the By-laws.
5. ***By-laws*** – shall mean the duly adopted by-laws of **ANTAP-MMSU**.
6. ***Official Time*** shall mean the employee shall continue to enjoy regular pay and other benefits despite a change in assignment, provided such change is temporary.

ARTICLE II
DECLARATION OF PRINCIPLES

1. **Basic Conditions of Work.** **UNIVERSITY** workers are entitled to and deserve decent wage, security of tenure, humane conditions of work and whenever practicable, career development, as may be allowed by law and policy.
2. **Right to Organize & Negotiate.** Workers, including those in the government service, have the power and authority to form, organize and maintain collective negotiation units within the place of work.
3. **Government Entity.** The **UNIVERSITY** is a government institution created and organized primarily to establish, manage and maintain an institution of learning, and as such covered by and must adhere to law, rules, policies, resolutions, regulations and/or pronouncements issued by government regulating agencies and other authorities foremost of which is availability of funds and compliance with government auditing, bookkeeping and accounting rules and practices;
4. **Rules, Policies, Civil Service Law.** The **UNIVERSITY** is endowed with the power and authority to adopt rules, policies and guidelines in the conduct of its functions subject to the Civil Service law and other relevant laws.
5. **Transparency.** Both parties are cognizant of the government's policy on transparency shall see to it that the highest standards of ethics, morality and fidelity are observed and shall cooperate in the formulation, identification and development of programs/projects beneficial to the **UNIVERSITY**, members of **ANTAP-MMSU** including students and the public.
6. **Non-Discrimination.** No member of **ANTAP-MMSU** shall be discriminated against solely on the basis of membership with **ANTAP-MMSU**; neither shall active lawful participation in any employee concerted activity be taken against any personnel or employee.

Three handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'M' followed by a dot. The second signature is 'Beyron'. The third signature is 'Judy R'.

**ARTICLE III
COVERAGE OF AVAILMENT**

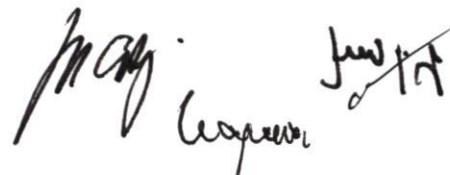
MMSU and **ANTAP-MMSU** agree that this Collective Negotiation Agreement covers all non-teaching administrative personnel and the rank-and-file employees of **MMSU** with the exception of those specifically excluded by PSLMC Resolution No. 2, series of 1993, or those whose functions are normally considered as policy determining, managerial or highly confidential in nature.

**ARTICLE IV
RECOGNITION OF ANTAP-MMSU**

1. **Recognition.** The **UNIVERSITY** formally and officially recognizes **ANTAP-MMSU** as the sole and exclusive collective negotiating agent for all non-teaching administrative employees of the **UNIVERSITY**. As a condition precedent to this recognition, **ANTAP-MMSU** shall furnish written copies of its current officially approved Articles and/or By-Laws, and within the first FIVE (5) working days after every election a written list of members and officers; **ANTAP-MMSU** shall likewise notify the **UNIVERSITY** in writing of any change, revision or amendment thereto within the same period.
2. **Documentation.** **ANTAP-MMSU** shall furnish the **UNIVERSITY** with a written copy of its audited financial report of the preceding year, not later than the 30th day of January of the following year; the **UNIVERSITY** shall furnish **ANTAP-MMSU** with a written copy of the financial records and reports of all matters related to the collection of fees, dues, assessments and/or fines charged against **ANTAP-MMSU** members, if any.
3. **ANTAP-MMSU** shall be free to undertake and pursue income-generating programs and projects. Such undertaking shall be reduced in writing, copy furnished the **UNIVERSITY** provided no amount of **UNIVERSITY** funds shall be used to finance the same.

**ARTICLE V
MEMBERSHIP RIGHTS, REPRESENTATIONS
AND PRIVILEGES**

1. **Hours of Work.** Regular workdays shall be from Monday to Friday, except holidays; regular morning work hours are from 8:00 AM to 12:00 PM and regular afternoon work hours from 1:00 PM to 5:00 PM, or a total of 8 hours per day, 40 hours per week. Work duration less than the required hours or days may be allowed provided request is made in writing, executed in due form in accordance with current rules and policies; work over and above the required hours shall be compensated as overtime work subject to current rules and policies on overtime pay.
2. **Assembly & Meetings.** Any **ANTAP-MMSU** member or officer may attend or participate in any lawful employee or labor-related activity, such-as but not limited to informational meetings, seminars and election of officers, subject to rules on absences and leave credit/privileges. However, such attendance shall be considered on official time if: a) a written request is made at least three (3) working days prior to such activity; and, b) the exigencies of service allow such members or officers to take time off from their official duties and responsibilities.
3. **Check-Off.** To expedite and simplify the payment of association dues, special assessments and similar monetary obligations of members to the association, the same shall be collected via automatic salary deduction against the salaries, wages or other monetary benefits of the respective members. For this purpose, the collection shall be authorized by a written document executed by each member. In no case shall the foregoing deductions reduce the employee's monthly net take-home below the net take-home pay provided by law.
4. **Office Space.** The office space at the MMSU FEM Hall currently allotted to the Association shall continue to be used as the office and headquarters of the Association, free of charge. Office supplies and furnishing shall be borne by the Association.



5. **University Facilities and Equipment.** Whenever necessary and upon prior notice, the association shall be allowed the use of University facilities and equipment which include conference/function halls, meeting rooms, sports/athletic facilities, medical facilities at no cost, when used exclusively by the Association for association-related activity.
6. **Membership in Committees.** ANTAP-MMSU shall be represented in the following committees:
 - a. University Human Resource Merit Promotion and Selection Board;
 - b. University Personnel Development – Scholarship Committee;
 - c. PRAISE
 - d. Human Resource Management Compensation & Award Committee;
 - e. Grievance Committee;
 - f. Performance Management Team Committee;
 - g. Uniform Committee;
 - h. Committee on Decorum and Investigation of Sexual Harassment Cases;
 - i. Employees' Organization – Management Consultative Committee;
 - j. Performance Management Team;
 - k. Change Management Team;
 - l. Safety and Health Committee; and
 - m. Other committees in which the interest and welfare of ANTAP-MMSU is concerned.
7. **Access to Information.** ANTAP-MMSU shall be allowed access to all records, documents, communications and related information or data not- confidential and not covered by the Data Privacy Act where necessary or proper as the case may be.
8. **Employee Clearance.** The UNIVERSITY shall direct every retiring, transferring or separating employee to seek clearance from ANTAP-MMSU prior to retirement, transfer or separation for property or monetary accountabilities or obligations, if any.
9. **Health & Safety.** The UNIVERSITY shall endeavor to foster and maintain safe and reasonable working conditions to all ANTAP-MMSU members as provided for in CSC-DOH-DOLE Joint Memorandum Circular No 1, s. 2020 "Occupational Safety & Health (OSH) Standards for the Public Sector" and participate in providing reasonable and adequate health benefits to all ANTAP-MMSU members subject to availability of funds, consisting of, but not limited to:
 - a. GSIS, PHILHEALTH, and ECC;
 - b. Hazard Pay to qualified personnel as provided by law;
 - c. Medical and dental check-up and treatment;
 - d. Provision of Personal Protective Equipment (PPE) at no cost;
 - e. Provision of emergency medical services for occupational related accident, injury, illness or death including but not limited to emergency hospitalization, medical supplies and emergency kits; and
 - f. Provision of testing and psychosocial support to personnel with mental health concern as provided for in RA 11036
10. **Miscellaneous.** Both parties shall endeavor to establish and maintain:
 - a. Additional employee benefits and privileges such as but not limited to Pandemic Assistance, Welfare Fund, Calamity Assistance, Rice Allowance, Transportation (shuttle service) and other employee-related assistance or benefit, subject to availability of funds and the usual government accounting and auditing rules.
 - b. Opportunities for personnel social development, to enhance teamwork, morale and productivity.
 - c. Personnel development in all areas of work, such as, but not limited to conferences, conventions, seminars and workshops, fellowships, study grants and similar development programs deemed necessary or proper.
 - d. Room/chamber for utility workers and laborers that will serve as their rest/dressing area.

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- e. An atmosphere of free, peaceful and open exchange of ideas on all matters affecting conditions of work, including matters related to the MMSU Program on Awards and Incentives for Service Excellence (PRAISE) and MMSU sports development and recreation programs.

ARTICLE VI
STATEMENT OF ISSUES AND OTHER MATTERS CONCERNING
EMPLOYEE-EMPLOYER RELATIONSHIP

Section 1. The ANTAP-MMSU is obliged to marshal all Non-Teaching Administrative Personnel to avoid the incidence of tardiness by 50% and absenteeism by 50% and counsel those who are habitually tardy and absent.

Section 2. The ANTAP-MMSU is obliged to marshal all Non-Teaching Administrative Personnel for full commitment, dedication and productivity.

Section 3. The ANTAP-MMSU is obliged to marshal that all members will wear the prescribed uniform on the day specified by the agency subject to exceptions for those who are on fieldwork, official travel or pregnant, among others.

Section 4. The ANTAP-MMSU shall cooperate with MMSU in carrying out the provisions of CSC-DOH-DOLE Joint Memorandum Circular No. 1, s. 2020 and report to the Safety & Health Committee any work hazard that may be observed in the workplace. And for all ANTAP-MMSU members to follow all instructions on work safety given by the University and make use of all safety safeguards and safety devices provided thereof.

ARTICLE VII
COLLECTIVE NEGOTIATION AGREEMENT INCENTIVE

Section 1. *In recognition of the joint effort of ANTAP and management in achieving all planned targets, programs and services approved in agency budgets at a lesser cost, the CNA incentive shall be given to all officers and members of ANTAP as provided for in Resolution No. 4, s. 2002 of the Public Sector Labor Management Council (PSLMC) and in conformity with DBM Budget Circular on the grant of CNA Incentive. Non-Teaching Administrative Personnel who are not members of the Association but entitled to receive by law shall pay an Agency Fee **same or equal** to the dues and other fees paid by the members of the sole and exclusive collective negotiating agent every end of the year.*

Incentive shall also be granted to management not subject to agency fee by virtue of Senate and House Representative Joint Resolution No. 04, series 2009.

ARTICLE VIII
RECRUITMENT, PLACEMENT and CAREER DEVELOPMENT

1. ANTAP-MMSU shall be a part of any UNIVERSITY program of reorganization, streamlining, privatization and other similar undertakings at MMSU.
2. The UNIVERSITY shall continue to promote staff development by making available study leave privileges for qualified ANTAP-MMSU members.

ARTICLE IX
GRIEVANCE MACHINERY

Section 1. The UNIVERSITY and ANTAP-MMSU hereby adopt the Complaint and Grievance Machinery Procedure issued in accordance with Civil Service Commission MC No. 2, s. 2001.

May 10, 2021
Uyayue
Just A

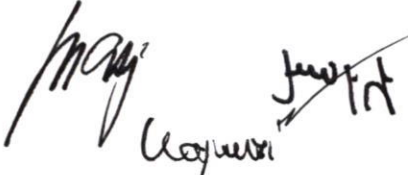
ARTICLE X
COST SAVING MECHANISM

Section 1. The ANTAP-MMSU shall actively participate in all austerity measures implemented by the UNIVERSITY. It shall help in the attainment of the University's goals and objectives at a lesser cost through:

1. **Economy on the use of electricity.** Non-teaching staff shall ensure that all unnecessary lighting fixtures are turned-off during and after office hours. Office equipment and appliances must be unplugged before leaving the office. And air-conditioning units shall be turned on from 9:00 am – 4:00 pm only.
2. **Economy on the use of water.** Members shall automatically report to the University General Services Division leaking faucets and waterlines. Members shall schedule their watering of plants early in the morning or late in the afternoon to minimize the frequency of watering.
3. **Economy of fuel.** Ridesharing for members who are on travel with adjacent destinations is encouraged. Members shall ensure that all the motor vehicles under their care are always in good running condition.
4. Recycling of supplies and materials whenever possible.
5. Office equipment and facilities must be handled with utmost care and should be exclusively used for official business.
6. Regular implementation of the 5S program.

ARTICLE XI
MISCELLANEOUS PROVISIONS

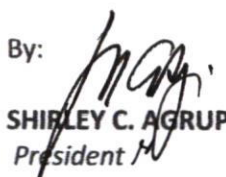
1. **Duration.** This AGREEMENT shall take effect upon signing by both parties and shall continue to be in force and effect for a period of THREE (3) YEARS, unless sooner terminated, amended or modified by agreement of both parties. If, upon the expiration of the period aforesaid no new CNA is executed, the provisions of this CNA shall continue to apply until a new, amended or modified version is agreed upon by both parties. Both parties agree to meet no later than SIXTY (60) days prior to the expiry date for the purpose of negotiating a new CNA.
2. **New Matters.** Amendment to or revision of any of the provisions of this CNA shall be made upon written request of such intention furnished to the other party. Meeting to discuss such request shall be scheduled no earlier than sixty (60) days from receipt of such request. In case new matters are introduced, such new matters shall become effective and binding only after the expiration of eighteen (18) months, reckoned from the date of approval by both parties of such new matters.
3. **Controversy.** In case of a disagreement in the interpretation and application of any of the provisions of this CNA, the parties agree to exert best and good faith effort to resolve such controversy between them, in accordance with Executive Order No, 180 and other applicable laws, rules and regulations.
4. **Completeness Clause.** The provisions herein contained constitute the entire agreement of parties and supercedes all other previous communications, representations, warranties and/or agreements, verbal or written.
5. **Separability Clause.** If any part of this CNA is invalidated by a competent court, the rest of the provisions shall remain valid, binding and effective. The parties will meet no later than fifteen (15) days after the declaration of invalidity for the purpose of adopting a similar provision that is valid, binding and effective.


May
June 17

This 18th day of March 2022, City of Batac, Ilocos Norte.

**MARIANO MARCOS STATE UNIVERSITY
TEACHING**

By:



SHIRLEY C. AGRUPIS
President


OSCAR M. AGPAOA
Vice-President

**ASSOCIATION OF NON-
ADMINISTRATIVE PERSONNEL**

By:


GERARD S. RAGUDO
President


EDDIE MAR D. REYES
Secretary

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Ilocos Norte) S.S.
City of Batac

BEFORE ME, NOTARY PUBLIC for and in Batac City, Philippines this MAY 05, 2022
City of Batac personally appeared the following:

Name of Party	ID No.	Date/Place of issue
SHIRLEY C. AGRUPIS GERARD S. RAGUDO		

Known to me to be the same persons who executed this instrument and acknowledge that the same is their free and voluntary act and deed and that of the parties they are representing.

This refers to a Collective Negotiating Agreement consisting of seven (7) pages including this page wherein this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof on the _____ day of _____.

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

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Series of 2022

