



Republic of the Philippines
State Universities and Colleges
MARIANO MARCOS STATE UNIVERSITY
MMSU FACULTY ASSOCIATION, INC.
City of Batac, 2906 Ilocos Norte



7th COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Collective Negotiation Agreement (CNA) entered into and executed this 8th day of January, 2021 by and between:

The MMSU FACULTY ASSOCIATION, INC (MMSU-FAI), a labor organization composed of government workers accredited by the Department of Labor and Employment, and the Civil Service Commission, with principal office at MMSU City of Batac, Ilocos Norte, represented in this ACT by its **President, MARLINA L. LINO**, hereinafter referred to as “**MMSU-FAI**” and

MARIANO MARCOS STATE UNIVERSITY (MMSU), an education institution created pursuant to PD No. 1279, with main campus at Brgy. 16-S Quiling Sur, City of Batac, Ilocos Norte, represented in this ACT by its President, **DR. SHIRLEY C. AGRUPIS**, with principal offices at City of Batac, Ilocos Norte, Philippines, hereinafter referred to as the “**MMSU**.”

WITNESSETH, that:

WHEREAS, Section 18, Article II of the 1987 Philippine Constitution affirms that the state recognizes labor as a primary and social economic force and it shall protect the rights of the workers and promote their welfare;

WHEREAS, Section 8 Article III of the 1987 Philippine Constitution guarantees, among others, the right of the people, including those employed in the public sector, to form unions, association or societies for purposes not contrary to law;

WHEREAS, this Agreement was executed pursuant to the above constitutional pronouncements and to foster and promote harmony, efficiency and productivity at **MMSU** through better employment and working conditions in the civil service;

NOW, THEREFORE, for and in consideration of the forgoing premises, the parties hereby agree to the following provisions of this Collective Negotiation Agreement:

ARTICLE I
PERSONNEL COVERED IN THE AGREEMENT

Section 1. This agreement covers all academic rank and file employees of **MMSU** regardless of the nature or status of appointment.

ARTICLE II PARTIES ACKNOWLEDGED

Section 1. MMSU recognizes MMSU-FAI as an advocate of meaningful change for growth, progress and full development of MMSU.

Section 2. The MMSU-FAI and MMSU agree to see to it that the highest standard of ethics, morality and fidelity to the public interest are observed.

Section 3. The MMSU-FAI recognizes the right of MMSU to promulgate and enforce rules and regulations as it may deem necessary and reasonable for the smooth conduct of its operations and for the discipline of its employees as may be required or allowed by pertinent laws, rules and regulations, and the MMSU-FAI shall abide by and adhere to such rules and regulations.

ARTICLE III MMSU-FAI MEMBER'S RIGHTS

Section 1. MMSU shall deduct from the salaries and wages of MMSU-FAI members, corresponding association dues, special assessments, and similar obligations and dues. Such deductions shall be automatic upon the submission of a written authorization from the individual members. Provided, however, that such deduction shall not reduce the employee's monthly net take home pay to an amount lower than what is allowed by law.

Section 2. MMSU-FAI members, shall be excused from work on official time, to attend or participate in union, workers and leadership-related seminars, meetings, conferences, symposia and similar gatherings organized or sponsored by any public or private institutions, upon recommendation of the MMSU-FAI President in writing and acted upon by the University President.

Section 3. MMSU-FAI members shall be allowed to go on official business or official time for attendance to appropriate conferences, meetings, seminars, and trainings or in projects and programs sponsored or subsidized by the government that are relevant to their functions subject to applicable guidelines of the University Personnel Development Program and the University Policy on Cost Sharing Scheme.

In the exigency of service, or for good cause shown, MMSU may withhold approval of the request for attendance, in whole or in part.

Section 4. MMSU shall make available an office space for MMSU-FAI, with a reasonable area, and if practicable, complete with telephone, electric and water connections, to be allotted from existing structures. Office furnishing and supplies, shall be the responsibility of MMSU-FAI.

Section 5. The MMSU-FAI shall have the privilege to use the Teatro Ilocandia and other University facilities and equipment, including sports and medical facilities free of charge for official MMSU-FAI gatherings.

Section 6. The MMSU-FAI shall be allowed access to all records, documents, communications or any information or data of all MMSU academic rank and file employees, as may be allowed under existing privacy and confidentiality laws and policies, for any purpose that is beneficial to any member. Issues of privacy or confidentiality shall be resolved in accordance with University Freedom of Information Manual and other pertinent rules.

Sections 7. Prior to implementation, matters of reorganization, streamlining, privatization and similar issues that affect the security of tenure, the salaries and wages of members, shall first be consulted with **MMSU-FAI**.

ARTICLE IV

STATEMENT OF ISSUES, PROFESSIONAL DEVELOPMENT, AWARDS AND OTHER MATTERS CONCERNING EMPLOYEE-EMPLOYER RELATIONSHIP

Section 1. Both parties agree to resolve matters pertaining to the terms and conditions of employment, benefits, professional growth and other personnel matters, using good faith and fair dealing. For this purpose, the following existing programs concerning faculty development and welfare are made integral parts of this Agreement and shall be governed by existing policies and standards:

1. MMSU Faculty Development Program;
2. MMSU Merit Promotion Plan for Teaching Personnel as approved by the Civil Service Commission and the Board of Regents;
3. MMSU Faculty Manual;
4. MMSU Suggestion and Incentive Award System/Program on Awards and Incentives for Service Excellence (PRAISE);

Section 2. Any revision, amendment or change in any of the above programs shall first be referred to **MMSU-FAI** before any revision, amendment or change is submitted to the proper University Council, government agency, or the **MMSU** Board of Regents. Further, comments and suggestions of **MMSU-FAI** shall also be acted upon by **MMSU** prior to such submission.

Section 3. The **MMSU – FAI** is obliged to marshal its ranks to avoid the incidence of tardiness by 50%, and absenteeism by 50%, and counsel its members who are frequently tardy or absent.

Section 4. The **MMSU –FAI** is obliged to marshal its ranks that all its members will wear the prescribed uniform on the day specified by the agency subject to exceptions for those who are on field work, official travel or pregnant women, among others.

ARTICLE V

MANDATED BENEFITS

Section 1. The grant of all benefits mentioned in this agreement including CNA Incentive and future benefits shall be subject to the approval, certification or endorsement of **MMSU** or other proper agencies, officials, and Board of Regents. **MMSU-FAI** members (including those on study leave) shall receive the following subject to availability of funds and the usual accounting budgeting and auditing rules and regulations:

1. Share in royalties
 - 1.1. Royalties shall refer to sale from inventions, publications, course wares, broadcasts materials, technologies generated etc.
 - 1.2. Seventy five percent (75%) shall go to the proponent and twenty five percent (25%) to the University subject to existing laws, rules and

2. Scholarships and grants

2.1. Scholarship grants solicited by members should be allowed by the University provided that the scholarship or grant is relevant to his/her field of specialization and that this should pass through the University Personnel Development Program (UPDP).

2.2. The grantees should enjoy the usual benefits and privileges as provided for in the UPDP.

3. Housing privileges

3.1. Faculty members should be given priority in the granting of housing units.

3.2. The awarding of units should be based on existing University Housing Policies and Regulations.

4. First aid and regular medical & dental checkup and services.

4.1. Annual regular medical and dental check-up and laboratory services should be provided free if available in the University.

4.2. Medical Allowance shall be given annually based on existing circulars and issuances.

4.3. Dental services shall include: prophylaxis, filling up, and extraction if available in the university.

5. Faculty workload equivalent points for non-teaching assignments subject to the provisions of the Faculty Manual and in consonance with Omnibus rules issued by the Civil Service Commission.

6. Payment of overload. Teaching load in excess of the regular load shall be paid subject to the certification of the availability of funds by the Accountant and in consonance with the prevailing issuances of the Department of Budget and Management (DBM) and other authorized agencies.

ARTICLE VI OTHER BENEFITS

Section 1. MMSU and MMSU-FAI will strive to seek ways and means to grant or establish the following through administrative issuances or legislations subject to the availability of funds and usual accounting, budgeting and auditing rules and regulations and approved by higher authorities:

1. Welfare Fund. 20% of the total collected tuition fees from the students shall be deposited as welfare fund to subsidize various services and incentives for faculty.

2. Shuttle Service. Shuttle service shall be provided to faculty members with 50% discount based on the prevailing transportation cost.

3. Anniversary Bonus. Anniversary bonus shall be given to faculty for every milestone anniversary of the University and every five year thereafter during the University Foundation Celebration subject to existing policies and laws.

4. Pandemic/Epidemic Assistance. Assistance in the form of personal protective equipment (PPE), hygiene kits, vaccines and work-related mandatory tests, shall be given to faculty in times of pandemic/epidemic.
5. Natural Calamities Assistance. Assistance, either in cash or in kind, shall be given to faculty in cases of natural calamities such as fires, floods, earthquakes, drought, typhoons, landslides, volcanic eruptions and the like subject to the certification of the availability of funds by the Accountant and in consonance with the prevailing issuances of the Department of Budget and Management (DBM) and other authorized agencies.

ARTICLE VII GRIEVANCE MACHINERY

Section 1. MMSU and MMSU-FAI hereby adopt the Complaint and Grievance Machinery Procedure of MMSU in accordance with Civil Service Commission MC No. 2, s. 2001 (Annex A)

ARTICLE VIII SAVING MECHANISM

Section 1. The MMSU-FAI shall actively participate in all austerity measures and system improvement implemented by the University. It shall assist the University to achieve its established targets and programs at a lesser cost through:

1. Economy on the use of electricity. Academic employees shall check that all electrical utilities shall be turned off after every use and/or after office hours.
2. Economy on the use of water. Members shall help monitor leaking faucets and water lines in their respective buildings or offices and to submit a written report and request for service or repair without unnecessary delay.
3. Economy on the use of fuel. To synchronize use of University vehicles.
4. Economy on the use of supplies and materials. Supplies and materials including computers should be used exclusively for official business, and to recycling of supplies and materials whenever possible.
5. Maximize sharing of resources among units and employees.
6. Patronizing University resources/facilities to increase income generation which can be used to augment fund for operation.
7. Regular implementation of the 5S program.
8. Practice the *bayanihan* spirit in performing extra work for the welfare of the University especially in the maintenance of cleanliness and sanitation in the campus.

Section 2. The MMSU-FAI shall actively participate in other programs implemented by the University Energy Management Committee.

ARTICLE IX MISCELLANEOUS PROVISION

Section 1. Representation of **MMSU-FAI** to the following committees is mandatory as provided by existing Civil Service rules and regulations and other related laws.

1. Committee on Decorum and Investigation of Sexual Harassment Cases (CSC Resolution No. 01-0940 dated May 21, 2001)
2. Complaint and Grievance Machinery (CSC MC No. 2, s. 2001)
3. PRAISE Committee (CSC MC No. 1, s. 2001)
4. University Faculty and Academic Staff Selection and Promotion Board
5. Performance Management Team
6. University Personnel Development Committee

Section 2. For purposes of maintaining continuous lines of communication, consultation and dialogue between **MMSU-FAI** and **MMSU**, an association-management consultative committee shall be created to be composed of the following:

1. Three representatives of **MMSU**
2. Three representatives of **MMSU-FAI**.

Section 3. The Committee, at the instance of either party, may convene at such time and place to discuss and mutually agree upon the resolution of any issue arising from the interpretation and enforcement of this Agreement.

Section 4. It is understood by both parties that this agreement is subject to any and all existing laws, rules and policies and no right, privilege or benefit is conferred hereunder that is contrary to law, morals, good customs and/or public policy.

ARTICLE X COLLECTIVE NEGOTIATION AGREEMENT INCENTIVE

Section 1. CNA Incentive shall be given to all officers and members of the **MMSU-FAI** as provided for in Resolution No. 4, s. 2002 dated November 14, 2002 of the Public Sector Labor Management Council (PSLMC) and in conformity with DBM Budget Circular on the grant of CNA incentive.

Section 2. The availment of CNA Incentive also includes those academic rank and file employees who are not members of **MMSU-FAI**, subject to an agency fee of 20% of the total receivable incentive every year as provided for in the **MMSU-FAI** BOD Resolution No. 1, s. 2005 ratified in the General Assembly Meeting.

Section 3. CNA Incentive shall also be granted to the management, regardless of rank or designation (Senate and House of Representatives Joint Resolution No. 4, s. 2009) by virtue of mutual cooperation to generate savings. The CNA incentive to management shall not be subject to agency fee.

Known to me and to me known to be the same persons executing the forgoing Collective Negotiation Agreement, consisting of SEVEN (7) PAGES, including this page whereon this acknowledgment is written, signed by them and their witnesses on each and every page hereof, and acknowledge to me that the same is their free and voluntary act and deed that of the institutions they represent.

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

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Book No. III
Series of 2021

MA. SANIATA R. MARCOS
NOTARY PUBLIC

COM.No. 20-01 UNTIL DECEMBER 31, 2021
PTR No. ~~5298720~~ 01-05-2021 / Batac City
IBP No. 112693/01/10/2020/Pasig City
Roll No. 73870/TIN 438-894-440
MCLE Compliance (Admitted 06-20-2019)

**ARTICLE XI
DURATION OF THE AGREEMENT**

Section 1. As provided for in PSLMC Resolution No. 2, s. 2007, this agreement shall take effect upon its signing by both parties and ratification by the majority of the academic rank and file employees who are members of **MMSU-FAI** subject to confirmation/approval by the **MMSU** Board of Regents and shall be enforced for a period of three (3) years counted from such date. In the event that no renewal agreement is entered into upon expiration hereof, all rights, privileges and benefits under the previous CNA shall be enjoyed by the rank-and-file employees pending negotiations for the renewal of the CNA and until conclusion of a final agreement within six (6) months from its expiration (PSLMC Resolution No. 1, s. 2014).

IN WITNESS WHEREOF, the parties hereto through their authorized representatives have signed this agreement on this 8th day of January 2021, City of Batac, Ilocos Norte.

MARIANO MARCOS
STATE UNIVERSITY

MMSU FACULTY ASSOCIATION, INC.

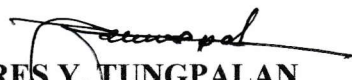
BY:


SHIRLEY C. AGRUPIS
President


BY:


MARLINA L. LINO
President

SIGNED IN THE PRESENCE OF:


ANDRES Y. TUNGPALAN
Officer-in-Charge

Vice President for Administration and Finance


LORMA AURORA Q. CUADRO
Vice-President, MMSU-FAI

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Batac) S.S.

BEFORE ME, NOTARY PUBLIC, for and _____
Philippines, this _____, personally appeared.

<u>Name of Party</u>	<u>ID No.</u>	<u>Date/Place of Issue</u>
SHIRLEY C. AGRUPIS	IP-0334 (MMSU-ID)	CITY OF BATAc
MARLINA L. LINO	IP-0518 (MMSU-ID)	CITY OF BATAc