

**ISABELA STATE UNIVERSITY-ECHAGUE FACULTY ASSOCIATION  
COLLECTIVE NEGOTIATION AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **COLLECTIVE NEGOTIATION AGREEMENT (CNA)** entered into by and between:

The **ISABELA STATE UNIVERSITY**, a state educational institution with principal office and address at Echague, Isabela, Philippines hereinafter referred to as the **UNIVERSITY** and represented in this agreement by **DR. RICMAR P. AQUINO**, University President or its duly authorized representative.

-AND-

*July*  
The **ISABELA STATE UNIVERSITY - ECHAGUE FACULTY ASSOCIATION (ISU-EFA)**, a government union (pursuant to EO 180) duly formed and recognized organization of the rank and file faculty of the **ISABELA STATE UNIVERSITY, ECHAGUE, ISABELA**, with Certificate of Registration No. 551 issued by the Civil Service Commission (CSC) and Certificate of Accreditation No. 350 with principal office and address at Isabela State University, Echague, Isabela, Philippines, hereinafter referred to as the "**ASSOCIATION**" and represented by **DR. FLORENDA B. TEMANEL**, Association President or its duly authorized representative.

WITNESSETH:

*July*  
**WHEREAS**, the 1997 Constitution of the Philippines and Executive Order No. 180 dated June 1, 1987 recognize and guarantee, among others, the rights of government employees to self-organization and collective negotiation;

*July*  
**WHEREAS**, the Civil Service Commission (CSC) and the Department of Labor and Employment (DOLE) recognize and support the rights of government employees to self-organization and collective negotiation;

*July*  
**WHEREAS**, the **UNIVERSITY**, cognizant of the provisions of the 1987 Philippine Constitution and Executive Order No. 180 s. 1987, accepts its implementation; thus, recognizes and supports the rights of government employees to self-organization and collective negotiation;

**WHEREAS**, the **ISABELA STATE UNIVERSITY - ECHAGUE FACULTY ASSOCIATION (ISU-EFA)** as the negotiating unit, has been recognized and accredited by the CSC under

Certificate of Registration No. 551 and Certificate of Accreditation No. 350 as the sole and exclusive representative of the faculty of Isabela State University, Echague, to negotiate for and in their behalf, and to undertake all other activities not contrary to law, moral, or public policy in the furtherance and protection of the interest of its members;

**WHEREAS**, the ISABELA STATE UNIVERSITY shall only recognize the ISUEFA as the sole and exclusive representative of its members to negotiate for and in their behalf. The following ISU faculty association from other campuses who may affiliate with ISUEFA (provided they will pay the required agency fee), will be accorded whatever benefits that is being negotiated and awarded to:

1. Isabela State University-Jones Faculty Association (ISU-JFA)
2. Isabela State University-San Mateo Faculty Association (ISU-SMFA)
3. Isabela State University-Angadanan Campus Faculty Association (ISU-AFA)
4. Isabela State University-Cauayan Campus Faculty Association (ISU-CauFA)
5. Isabela State University Faculty Association-Iligan (ISU-FAI)
6. Isabela State University-San Mariano Faculty Association (ISU-SANMARFA)
7. Isabela State University-Roxas Faculty Association (ISU-RFA)
8. Isabela State University-Cabagan Faculty Association (ISU-CabFA)

**THEREFORE**, for and in consideration of the foregoing premises, the UNIVERSITY and the ASSOCIATION hereby agree and bind themselves to the following terms and condition:

#### ARTICLE I

##### DECLARATION OF THE PRINCIPLES

**Section 1.** The UNIVERSITY and the ASSOCIATION recognize the basic rights of all members of the Association to living wage, security of tenure and humane condition of work as provided for by existing rules, regulations and existing policies.

**Section 2.** Subject to existing Civil Service Commission rules and regulations, the UNIVERSITY shall exercise sound discretion and prerogative in personnel actions such as hiring, promotion, reassignment, termination, as well as discipline to ensure utmost efficiency and to protect the interest of the service. On its end, the ASSOCIATION recognizes the authority of the UNIVERSITY President and the Board of Regents (BOR) to determine and lay down policies, rules and regulations that would best achieve efficiency, competence, productivity, and integrity of the employees in particular, and the UNIVERSITY, in general.

**Section 3.** The UNIVERSITY and the ASSOCIATION shall mutually adhere to the observance of International and National declaration of policies, laws and rules on the right of all workers to self-organization, collective negotiation and to undertake association activities not contrary to law, moral, public order and public policy and to other promulgated policies of the UNIVERSITY.

**Section 4.** The UNIVERSITY recognizes the rights of the ASSOCIATION to participate in the formulation of policies, plans, and activities of the UNIVERSITY affecting the welfare of the faculty.

**Section 5.** The parties adhere to promote a progressive and harmonious labor – management relationship.

## ARTICLE II

### SCOPE OF COVERAGE

*Julius*  
**Section 1.** The parties agree that the appropriate Collective Negotiation Unit (CNU) are the members of the accredited faculty association (ISU-EFA) as the sole and exclusive representative and all other faculty associations of other campuses are affiliate members.

## ARTICLE III

### ASSOCIATION RECOGNITION SECURITY

*1*  
**Section 1.** The UNIVERSITY recognizes the ISU-EFA as the sole and exclusive representative of all members of the Association in the CAN (as defined in Article II).

**Section 2.** The UNIVERSITY shall not discriminate against any faculty due to membership in or acts performed as an officer or duly authorized representative of the ASSOCIATION.

**Section 3.** The UNIVERSITY shall deal only through and directly with the ASSOCIATION in all matters and issues affecting the common interest, rights, welfare and benefits of all members covered by the CNA (as stated in Article II).

**Section 4.** The UNIVERSITY shall allow, on official time, the holding of Faculty Officers meetings such as: General Assembly Meetings and special meetings as the need arises, provided the aforementioned activities are duly approved by proper authorities, and if done outside the campus, the attendance of members should be covered by an approved Travel Order.

**Section 5.** The ASSOCIATION shall be represented in the different committees formed in the University upon recommendation of the University President or its duly authorized representative.

**Section 6.** The ASSOCIATION shall provide the UNIVERSITY the list of names of the ASSOCIATION officers and members submitted to the Civil Service Commission as of the signing of this Agreement.

**Section 7.** The UNIVERSITY may provide office space for the ASSOCIATION to serve as the central headquarters and the principal office of the Association. Likewise, Campus Offices for the affiliate Associations may also be established in their respective campuses and will see to it that the facilities provided by the UNIVERSITY are properly maintained and protected by the Campus Associations.

**Section 8.** The UNIVERSITY shall furnish the ASSOCIATION a copy of any communication directly affecting the general welfare of its members. It shall also include the ASSOCIATION in its mailing lists and in return the Association shall inform the UNIVERSITY of every activity undertaken through the submission of reports. Any relevant/official invitation/official invitation/communication received directly by the Association shall be forwarded to the Office of the President for proper disposition.

**Section 9.** The UNIVERSITY shall allow the deductions of members' dues/fees from the payroll and a pay slip shall be provided for every member. It is further agreed that the remittance of such deductions to the ASSOCIATION shall not be later than ten (10) days after the month of deduction.

**Section 10.** The UNIVERSITY shall require from faculty who will retire, transfer, travel abroad and/or resign, clearance from the ASSOCIATION for property and monetary accountabilities and obligations. For this purpose, the general clearance should only be signed by the duly authorized University/Campus official upon presentation of the clearance from the Association;

**Section 11.** The UNIVERSITY shall recognize and support the ASSOCIATION's projects/undertakings provided these are not contrary to law, moral, public order, public policy and existing University policies. Likewise, the ASSOCIATION shall commit to support all UNIVERSITY activities and programs.

**Section 12.** The UNIVERSITY and the ASSOCIATION MUTUALLY RECOGNIZE THE GRIEVANCE MACHINERY AS MANDATED BY THE Civil Service Commission pursuant to Memorandum Circular No. 45, series 2005.

## ARTICLE IV

### COMMITMENT OF MEMBERS TO THE UNIVERSITY

**Section 1.** Every member of the ASSOCIATION shall observe faithfully and conscientiously adhere to all policies, rules, and regulations promulgated by the duly constituted authorities of the UNIVERSITY.

**Section 2.** Every member of the ASSOCIATION shall observe Civil Service Laws and Rules, among others, about tardiness, absenteeism, loafing or frequent unauthorized absences from duty during regular office hours, non-wearing of uniform and ID, non-attendance in the flag ceremony, and delay in the submission of reports.

**Section 3.** It shall be the duty of every member of the ASSOCIATION to assist the UNIVERSITY in all its undertakings to continuously improve the quality of service to its clients and shall not be an agent to defame the name of the University.

**Section 4.** Every member of the ASSOCIATION shall discharge his/her duties with the highest degree of excellence, intelligence, and skills with utmost commitment to duty and shall always uphold the interest of the UNIVERSITY above personal interest.

**Section 5.** The ASSOCIATION shall accord respect to authorities and instill professionalism among its members.

**Section 6.** Every member shall not use the name of the UNIVERSITY for purposes contrary to any existing laws, policies, rules and regulations for his own personal aggrandizement.

**Section 7.** The ASSOCIATION shall help implement existing policies, rules and regulations of the UNIVERSITY.

**Section 9.** Every member shall endeavor to attain exemplary performance in the conduct of his/her duties and functions.

**Section 10.** The ASSOCIATION shall report violations of members of existing policies, rules and regulations of the University and exert all effort to policies its own rank and to impose appropriate penalties/disciplinary actions within the bounds of its constitution and by-laws.

**Section 11.** The ASSOCIATION shall strictly adhere and support the cost-cutting measures as stipulated under Article X of this Agreement including environmental

protection and conversation programs, productivity and quality management system of the University.

**Section 12.** In the event that the association or any member thereof violates or refuses to comply with its commitments under CNA, and after exhaustion of remedies under the agreement and the Grievance Machinery, the Management may opt to ask for the rescission/cancellation of the Agreement. Relative thereto, any member of the Association who is found to have violated his/her commitment to the University under the Agreement shall be meted with appropriate sanction/s and shall be made to refund to the University all financial incentives received by reason of the CAN without prejudice to any administrative, civil or criminal liabilities for the erring officer of the Association or any of its members.

## ARTICLE V

### FACULTY INCENTIVES, BENEFITS, AND OTHER PRIVILEGES

**Section 1.** The UNIVERSITY shall grant those affected members, a two-day emergency leave in cases of natural calamities such as typhoon, flood, and earthquake, subject to the compliance of the required certifications (from DSWD, Barangay/LGU, among others)

**Section 2.** The UNIVERSITY may consider the employment of one of the children of retired and/or in case of death of a member, subject to existing recruitment, selection and promotion policies of the University.

**Section 3.** The UNIVERSITY shall allow ASSOCIATION members under teachers leave with the following benefits (non-cumulative) not to exceed three (3) days per year for any or combination of the following:

- a. Funeral/Mourning leave
- b. Graduation leave
- c. Enrollment leave
- d. Wedding/Anniversary leave
- e. Birthday leave
- f. Hospitalization leave
- g. Accident leave
- h. Relocation leave

**Section 4.** The UNIVERSITY shall provide leave credit or compensatory day-off in lieu of unpaid overtime services rendered, subject to the CSC and DBM rules and regulations.

**Section 5.** The UNIVERSITY shall grant a member who is on official business for four consecutive days (inclusive of travel time), a one-day rest after the travel when the rest day falls within the week, but not to exceed one day off per month.

**Section 6.** The ASSOCIATION may be allowed to engage in any economic project and income generating activity that will redound to the benefit of its member, provided it will not compete with the existing University's IGEs and subject to the approval of the University, and provided further, that it will not jeopardize the members' main functions as faculty and it will not be prejudicial to other members, staff, and students.

**Section 7.** The UNIVERSITY shall grant CNA incentive to ASSOCIATION members provided funds are available from savings and subject to existing DBM Circulars and other relevant rules and regulations.

## ARTICLE VI

### SAFE, HEALTHY, AND REASONABLE WORKING CONDITIONS

**Section 1.** The UNIVERSITY shall grant the members of the ASSOCIATION allowance for annual medical check-up.

**Section 2.** The ASSOCIATION shall promote the healthy well-being of all its members by facilitating the conduct of regular health education.

**Section 3.** The UNIVERSITY may allow the use of existing sports and recreational facilities for the promotion of sports and physical fitness program of the ASSOCIATION.

**Section 4.** The UNIVERSITY shall allow nursing mothers for a period of two (2) months from reinstatement, a one (1) hour official time, 9:00-10:00 in the morning and 2:00-3:00 in the afternoon in between time in and out to attend to her child feeding needs. The nursing mother/s shall still be required to log-in and log-out, morning and afternoon sessions. Beyond of which the time consumed shall be considered absent and be deducted from her leave credits, if there is any, if none, leave without pay.

**Section 5.** The University shall provide faculty offices that are conducive as rest area in between class breaks and for the conduct of consultations with the students.

**Section 6.** The University shall provide facilities conducive to working condition such as proper room ventilation, potable drinking water, and free from polluted water and polluted environment.

## **ARTICLE VII**

### **SOCIAL AND CULTURAL INTEGRATION**

**Section 1.** The UNIVERSITY and the ASSOCIATION shall establish and implement Sports, Physical, Cultural and Spiritual Program to promote the social, physical, cultural and spiritual development which will be conducted every last Friday of the month from 3:00 to 5:00 o'clock in the afternoon.

**Section 2.** The UNIVERSITY shall allow the use of facilities for the ASSOCIATION'S inter-campus sports and cultural programs/activities.

**Section 3.** The UNIVERSITY shall co-sponsor educational field trip for faculty once a year for their professional development and enhancement of their competence as well as to encourage team-building and camaraderie for better service to the UNIVERSITY, provided such field trip is in accordance with the existing policies and COA rules and regulations.

## **ARTICLE VIII**

### **MEMBERS' RIGHTS AND REPRESENTATION**

**Section 1.** The University shall provide legal assistance to a member in any of the following instances:

- a. If the employee is sued by any party in administrative case in connection with the performance of his/her official duties and responsibilities but not if such employee committed an abuse of discretion/authority in the exercise or performance of such duties and responsibilities.
- b. If the employee is subpoenaed/summoned to testify as witness for the University before any court, tribunal or body exercising quasi-judicial function.
- c. All the members can be given opportunity to consult the ISU Legal Officer for legal advice and counseling pertaining to official function, through written request.

The attendance of a member to official hearings shall be on official time, otherwise, he/she will be on official business if he will act as witness for the University cases.

**Section 2.** The UNIVERSITY shall provide legal and moral support to all members in case of accidents or any other untoward incident in connection with the performance of his/her duties and responsibilities.

## ARTICLE IX

### GRIEVANCE MACHINERY

**Section 1.** The UNIVERSITY and the ASSOCIATION recognize their indispensable role and hereinafter shall endeavor to further strengthen their existing Grievance Machinery to promote peaceful, wholesome and desirable management-employee relationship.

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**Section 2.** As a further step to realize the objectives of the preceding section. The ASSOCIATION shall endeavor to organize its own Grievance Committee as the first in settling disputes, animosities, discontentment and/or dissatisfaction among its members.

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**Section 3.** The ASSOCIATION shall endeavor to resolve grievances expeditiously within its rank as possible. Otherwise, the same may be elevated to the next level in accordance with the existing University Grievance Machinery Guidelines and Procedures.

## ARTICLE X

### COST-CUTTING MEASURES

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**Section 1.** The members of the ASSOCIATION shall implement the following measures to generate savings which shall be the main source of fund for the grant of the CNA incentive as provided for in this agreement:

#### A. ELECTRICITY/WATER CONSERVATION

- A.1. Air conditioning units shall be switched on at 9:00 to 12:00 in the morning and 1:00 to 4:00 in the afternoon.
- A.2. Computer shall strictly be for official use only and be switched off when not in use.
- A.3. Ballast-type fluorescent tubes shall be replaced with electronic fluorescent tubes. Incandescent bulbs shall be replaced with compact fluorescent lamps.

- A.4. The University shall provide water meters in all cottages and residential units inside the campus, and the bill will later be deducted from the salary of the occupant.
- A.5. Electric fans, lights, etc. shall be switched off by last faculty who used the class/laboratory room.

#### **B. OFFICE SUPPLIES**

To avoid wastage, used papers shall be recycled and excessive printing of hard copy shall be avoided.

#### **C. OTHER UTILITIES**

C.1. Retention of one (1) copy of all materials to be printed through the computer printers, photocopying machine and mimeographing machines to ascertain that all these are for official use.

C.2. Telephones/Telefax machines shall be for official use only.

### **ARTICLE XI**

#### **FUNDING**

**Section 1.** Incentives and funding as stipulated in this Agreement shall be provided based on existing DBM Budget Circular and other relevant laws.

### **ARTICLE XII**

#### **MISCELLANEOUS PROVISIONS**

**Section 1.** Effectivity. This Agreement shall take effect upon signing by both parties and upon the approval of the Board of Regents.

**Section 2.** Duration. This Agreement shall continue to be valid for a period of three (3) years provided, that if no new Agreement is concluded after the three-year period, this Agreement shall continue to remain in full force and effect until a new Agreement is reached.

**Section 3.** A Monitoring Committee composed of equal representatives from the Management and the ASSOCIATION shall be created immediately after the signing

of this Agreement. The said Committee shall oversee, monitor and conduct annual review and render annual report on the implementation of the provision of this Agreement.

**Section 4.** The ASSOCIATION shall conduct a general assembly of all the faculty members for the purpose of disseminating the contents of this Agreement within one (1) week after signing and printing thereof. It may invite representatives from the Management to be present during the said assembly.

**Section 5.** Amendments. For purposes of considering specific proposals, amendments or negotiation for new terms and conditions, the Proponent shall provide the other Party with a written notice at least thirty (30) days prior to the date of the meeting to discuss or consider the proposed amendments or re-negotiation proposals.

**Section 6.** Settlement of Disputes. The parties agree to exert all effort to resolve between them any or all disputes arising from the implementation of this Agreement.

**Section 7.** Separability/Saving Clause. If any provision of this Agreement is held contrary to laws by a court of competent jurisdiction, said provision or application thereof will be deemed invalid, but all the other provisions or application will continue to be in force and effect. The parties will meet not later than fifteen (15) days after said provision is declared valid to amend or revise the same.

**IN WITNESS WHEREOF**, the parties hereof, by their authorized representatives have hereto signed the AGREEMENT this 29 day of SEPTEMBER 2012 in ISABELA STATE UNIVERSITY, Echague, Isabela, Philippines.

**ISABELA STATE UNIVERSITY**

**ISU-ECHAGUE FACULTY ASSOCIATION**

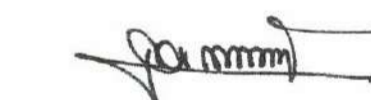
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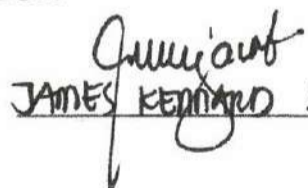
By:

  
**RICMAR P. AQUINO, Ph.D.**  
University President

  
**FLORENDA B. TEMANEL, Ph.D.**  
ISUEFA President

SIGNED IN THE PRESENCE OF:

  
**TOMAS P. CAMARERO**  
V.P. - A.F.S.

  
**JAMES KENNETH S. JACOBS**

## Acknowledgement

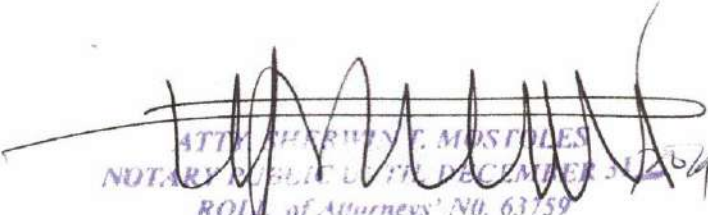
REPUBLIC OF THE PHILIPPINES                     )  
Province of ISABELA                                 )     S.c.  
Municipality of ECHAGUE                         )

BEFORE ME, a Notary Public for and within the jurisdiction of Regional Trial Court (RTC) Branch 24 of Echague, Isabela on this personally appeared the above-named parties personally known to me and to me known to be the same persons who executed this Collective Negotiation Agreement, who acknowledged to me the same as their free act and deed.

The foregoing instrument relates to a Collective Negotiation Agreement, consisting of twelve (12) pages, including this page on which acknowledgement is written, and has been signed at the bottom and on the left hand margin of the first page thereof, by the parties and their instrumental witnesses, and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, on this day of 12 of NOV 2018, 20\_\_ at Echague, Isabela, Philippines.

Doc. No. 2,104;  
Page No. 02;  
Book No. V;  
Series of 2018.

  
ATTY. HERWIN F. MUSTOLES  
NOTARY PUBLIC UNTIL DECEMBER 31, 2024  
ROLL of Attorneys' NO. 63759  
IBP OR NO. (Life time) 962958  
PTR NO. 8902026



# CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 1523

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

**ISABELA STATE UNIVERSITY - ECHAGUE  
FACULTY ASSOCIATION**

and the

**ISABELA STATE UNIVERSITY (ISU)**  
San Fabian, Echague, Isabela

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 **September 4, 2018** to **September 3, 2021**.


Issued this 22nd day of November 2018 in Quezon City.

  
**ALICIA dela ROSA-BALA**  
Chairperson

  
**LEOPOLDO ROBERTO W. VALDEROSA, JR.**  
Commissioner

**VACANT**  
Commissioner

Attested by:

  
**RAFAEL R. MARCO**  
OIC Director IV  
Human Resource Relations Office