

**COLLECTIVE NEGOTIATION AGREEMENT BETWEEN THE ISABELA
STATE UNIVERSITY AND THE ISABELA STATE UNIVERSITY ECHAGUE-
NON-ACADEMIC STAFF ASSOCIATION (ISUE-NASA)**

Legal Bases:

1. 1987 constitution
2. PD 1434
3. Executive Order No. 180 dated June 1, 1987
4. CSC Certificate of Accreditation No. 344 dated June 4, 2004
5. Certificate of Registration No. 1029 dated February 21, 2002

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

The **ISABELA STATE UNIVERSITY**, existing under and by virtue of P.D. 1434 with the principal address at San Fabian, Echague, Isabela, herein referred to as the UNIVERSITY represented by its **President, DR. RICMAR P. AQUINO**.

And

The **ISABELA STATE UNIVERSITY ECHAGUE- NON-ACADEMIC STAFF ASSOCIATION (ISUE-NASA)**, a duly organized and existing legitimate association with Certificate of Registration No. 1029 dated February 21, 2002 by the Department of Labor and Employment (DOLE) and the Civil Service Commission (CSC) and affiliated with the National Federation of Administrative Personnel of State Universities, with postal address at San Fabian, Echague, Isabela hereinafter referred to as the ASSOCIATION, represented by MR. JOSEPH L. ASUNCION, President or its duly authorized representative.

WITNESSETH:

WHEREAS, the 1987 Constitution, among others, provide: 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 (Sec. 8, Art. III);

WHEREAS, under the Constitution: The State affirms labor as primarily social economic force. It shall protect the right of workers and promote their welfare (Sec. 19, Art. III);

WHEREAS, Executive Order No. 180 dated June 1, 1987, recognized and guaranteed among others, the rights of government employees to self-organization and collective negotiation;

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;

WHEREAS, the **ASSOCIATION** has been accredited by the Civil Service Commission under Certificate of Accreditation No. 344 and is the leading bargaining agent for all non-academic employees in the Isabela State University;

WHEREAS, the **ASSOCIATION** and the **UNIVERSITY** agreed to sign and enter into a formal agreement on mutually acceptable terms as hereinafter agreed upon in order to provide just, humane, reasonable and equitable working conditions, ensure maximum productivity and employee discipline; promote general welfare, healthy, safety and the best interest of all ISU non-teaching personnel, as means of further fostering harmonious labor management relations;

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

- 1. ISU-NASA, Cauayan Campus
- 2. ISU-NASA, Cabagan Campus

NOW, THEREFORE, for and in consideration of the premises, covenants, undertakings, terms and conditions herein contained, the parties hereby mutually agree on the following terms and conditions:

ARTICLE I

DECLARATION OF PRINCIPLES

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

Section 2. The UNIVERSITY and the ASSOCIATION shall adhere to the observance of national and international 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 of the land and other promulgated policies of the UNIVERSITY.

Section 3. The parties adhere to promote a progressive and harmonious labor-management relationship.

ARTICLE II

DEFINITION OF TERMS

Section 1. As used in this agreement, the following terms shall be referred to as follows:

- a. NEGOTIATING UNIT – refer to all non-teaching personnel, whether permanent, temporary or casual, employed by the UNIVERSITY and who are members of the ASSOCIATION in good standing as defined in the Constitution and By-Laws of the Association;
- b. UNIVERSITY – refers to ISABELA STATE UNIVERSITY including all existing offices, units and campuses;
- c. MEMBERS – refer only to those within the coverage of the negotiating unit herein defined.
- d. NEGOTIATING PANEL – comprises of the duly authorized representatives of the ISUE-NASA.

ARTICLE III COVERAGE

It is agreed that the coverage of this Agreement refers to the negotiating unit as herein defined and all affiliate members.

ARTICLE IV RECOGNITION

The UNIVERSITY hereby recognizes the ISUE-NASA, accredited by the CSC, the Negotiating Panel as the sole exclusive collective negotiating agent of all Non-Teaching personnel of the UNIVERSITY with respect to the terms and conditions of employment.

ARTICLE V ASSOCIATION SECURITY

Section 1. The UNIVERSITY shall deal only through and directly with the ASSOCIATION on all matters and issues affecting the common interest, rights, welfare and benefits of all members covered by the CNA.

Section 2. The UNIVERSITY shall allow on official time the holding of Association meetings, General Assembly meetings, Campus Association Officers meetings, Executive Committee Meetings, and Campus General Assembly Meetings.

Section 3. The ASSOCIATION shall be represented in the Management Boards/Council/Committee formed by the UNIVERSITY which affects the general welfare of the non-teaching personnel.

Section 4. The UNIVERSITY recognizes the rights of the ASSOCIATION to collect Association dues and other contributions from

its members through a payroll deduction upon presentation of written authorization by the Association. The remittance of the said collection to the Association shall be on or before the 10th day of the month following the date of collection.

ARTICLE VI

MEMBERS' COMMITMENT TO THE UNIVERSITY

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

Section 2. Every member shall observe Civil Service Laws and Rules, among others, tardiness, absenteeism, non-wearing of uniform and ID, non-attendance in the flag ceremony, delay in the submission of reports, compliance to Anti-Red Tape Act of 2007 (ARTA), and Data Privacy Act.

Section 3. The Program to Institutionalize Meritocracy and excellence in Human Resource Management (PRIME-HRM) shall be observed.

Section 4. Every member of the ASSOCIATION shall assist the UNIVERSITY in all its undertakings improving the quality of service to its clients.

Section 5. Every member shall always uphold the interest of the UNIVERSITY over personal interest.

Section 6. Every member of the ASSOCIATION shall discharge their duties with the highest degree of excellence, intelligence and professionalism with utmost devotion and dedication to duty.

Section 7. Every member shall not use the name of the UNIVERSITY for purposes contrary to any existing laws, policies, rules and regulations or for his own personal benefit.

Section 8. Every member shall endeavor to attain exemplary performance in the conduct of his duties and functions. The ASSOCIATION shall impose sanctions for every member whose performance is below satisfactory level.

Section 9. The ASSOCIATION shall endeavor to enforce disciplinary measures to its erring members in accordance with the Constitution and By-Laws and pursuant to existing laws.

Section 10. The ASSOCIATION shall report violations of members on existing policies, rules and regulations of the UNIVERSITY for Appropriate Action by the UNIVERSITY.

Section 11. Every member who grossly and willfully violates any provisions of this agreement shall be meted with the appropriate sanctions as approved by the University.

ARTICLE VII

COST-CUTTING MEASURES

Section 1. Every member of the ASSOCIATION shall observe and implement the following measures to generate savings which shall be the main source of fund for the grant of CNA incentives provided in this agreement.

A. ELECTRICITY/WATER CONSERVATION

- a.1. Air-conditioning units shall be turned on at 8:30 in the morning and turned off 4:30 in the afternoon.
- a.2. Computers shall strictly be for official use only and turned off when not in used.
- a.3. Ballast-type fluorescent tubes shall be replaced with electronic fluorescent tubes. Incandescent tubes shall be replaced with compact fluorescent lamps by the Management.
- a.4. The University shall provide water meters for its cottages and residential units inside the campus which will later be deducted from the salary of the occupants.

B. OFFICE SUPPLIES

- b.1. To avoid wastage, used papers shall be recycled and excessive printing of hard copies shall be avoided.

C. OTHER UTILITIES

- c.1. Retention of one (1) copy of all materials to be printed through the computer printers, photocopier machines and mimeographing machines to ascertain that all these are for official use.
- c.2. Consumption of cell cards shall be reduced.
- c.3. telephones and cell cards issued shall be for official use only.

ARTICLE VIII

MEMBERS' BENEFITS

Section 1. The UNIVERSITY shall grant the employees the option to enjoy

compensation day-off in lieu of approved overtime work that cannot be paid due to unavailability of funds.

Section 2. The University shall provide employees a breaktime of their work fifteen (15) minutes for snack, and Lunch Break shall be done between 12:00-1:00. Observe "No Noon Break policy". Assign personnel to attend the clients during noon break time in a rotation basis.

Section 3. The University shall grant those employee who went on official business outside the region for three or four days, a one-day rest, except when the return from travel falls on Saturday, inclusive of the travel time, but not to exceed one day rest per month.

Section 3. The University shall grant those affected employee/s a two-day emergency leaved in case of flood, typhoon, earthquake, etc, subject to the compliance of the required certifications, such as certification from the DSWD for those affected by flood, typhoon, and death certificate of immediate family member from the Local Civil Registrar in case of death.

Section 4. The University shall allow the Association to have recreational, social, athletic and cultural activities.

ARTICLE IX

SAFE, HEALTHY AND REASONABLE WORKING CONDITION

Section 1. The UNIVERSITY shall endeavor to improve/modernize medical and dental facilities and services of all campuses. Likewise, the UNIVERSITY shall provide first-aid facilities, trained first-aiders and dental-medical supplies and medicines.

Section 2. 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 for her child feeding needs. The nursing mother/s is required to log-in and log-out, morning and afternoon sessions. Beyond the time consumed shall be considered absent and be deducted from her leave credits, if there is any, if none, a leave without pay.

Section 3. The UNIVERSITY shall provide space for Nursery to be located at the Infirmary for neonates (newborn), eleven (11) months up to two (2) years old.

Section 4. 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.

Section 5. The UNIVERSITY shall provide facilities for the handicapped personnel.

Section 6. The UNIVERSITY shall provide a lounge or reading area for the personnel at the Administration Building, with facilities, such as TV, etc. to be used during break time, snacks (9:30-10:00) and 12:00-1:00, lunchtime).

Section 7. The UNIVERSITY shall provide safe parking area for employee's vehicles.

Section 8. The University shall provide safety device like CCTV, especially at the Cashier's Office, parking area, entrance and exit and other offices/areas deemed necessary.

Section 9. The University shall provide alarm buzzer in case of emergency, such as fire, earthquake, etc.

Section 10. The University shall observe the Philippine Standard Time (PST) and electronic board for weather forecast for awareness of the employees.

Section 11. The University shall provide institutionalized calamity task force and training on disaster risk reduction management.

ARTICLE X

PROFESSIONAL GROWTH AND DEVELOPMENT

Section 1. The UNIVERSITY shall support the approved Staff Development Plan of the Association for Personnel Growth and Development.

That the UNIVERSITY, under the said plan, gives emphasis and utmost consideration to the employee professional development, incentives and award systems and other economic and non-economic benefits of all employees.

Section 2. The UNIVERSITY shall recognize the commitment and diligence of its employees for professional development while in the service. Hence, may be allowed to go on Official Time in pursuing bachelor's degree, master's, and doctoral degrees, through their own initiative and resource, subject to staff development policies.

Section 3. The UNIVERSITY shall establish and pursue a program for the improvement and development of clerical and personnel doing frontline services.

ARTICLE X1

SPORTS, RECREATION AND CULTURE

Section 1. The UNIVERSITY and the ASSOCIATION shall establish and implement a year-round Sports, Physical, Cultural, and Spiritual Development Programs in order to enhance teamwork, and employee's sense of morality and productivity as part of the Health and Wellness Program of the Civil Service Commission.

Section 2. The UNIVERSITY shall allow the members of the Association to conduct the health and wellness program every Friday, from 3:00-5:00 in the afternoon.

Section 3. The UNIVERSITY and the ASSOCIATION shall promote and enhance employee's competency for better service to the University by co-sponsoring Team Building/Educational field trip/Benchmarking for employees once a year.

ARTICLE X11

OTHER MEMBERS' PRIVILEGES

Section 1. The UNIVERSITY shall provide legal assistance to a member in an of the following instances:

- a. If the employee is sued by any party in administrative case in connection with the performance of his/her duties and responsibilities and if such employee committed and 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 members are given the opportunity to consult the ISU Legal Officer for legal advice and counseling pertaining to official function, through a written request.
- d. Attendance of all members to official hearing shall be on official time, unless the members is used as witness for UNIVERSITY cases, it will be treated on official business.

Section 2. The UNIVERSITY shall provide legal, moral, and financial support to all employees in case of accident or any untoward incidents in connection with the performance of his/her duties and responsibilities.

ARTICLE XIII

GRIEVANCE MACHINERY

Section 1. The UNIVERSITY and the ASSOCIATION shall recognize their indispensable role. They shall endeavor to further strengthen its existing Grievance Machinery to promote peaceful, wholesome, and desirable management-employee relations and to prevent an atmosphere of discontentment, disenchantment, and dissatisfaction.

Section 2. To realize, the objective provided under the preceding section, the ASSOCIATION shall endeavor to organize its own Grievance Committee as the first level in settling disputes, discontentment and/ or dissatisfaction.

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

ARTICLE X1V

FUNDING

Section 1. Provision of this Collective Negotiation Agreement (CNA) which require incentives and funding shall be sourced from generated allowable savings of MOOE items allotments for the year under review as prescribed under DBM Circular issued for the purpose.

ARTICLE XV

EFFECTIVITY

Section 1. **Effectivity.** This agreement shall take effect upon signing of both parties.

Section 2. **Duration.** This Agreement 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.

ARTICLE XV1

MISCELLANEOUS PROVISIONS

Section 1. A Monitoring Committee composed of equal representatives from the UNIVERSITY and the ASSOCIATION shall be created to oversee and monitor the implementation of the provisions of this Agreement .

Section 2. The UNIVERSITY and the ASSOCIATION shall jointly conduct a general assembly of all employees in disseminating the contents of the **CNA** within one (1) week after printing thereof.

Section 3. **Amendments.** For purposes of considering specific proposals, amendments or negotiation for new terms and conditions, the Proponent – Party shall provide the other Party with a written notice at least thirty (30) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments or re-negotiation proposals.

Section 4. **Settlement of Disputes.** Both parties agree to exert all efforts to resolve between them any or all disputes arising from the implementation of this Agreement.

ARTICLE XVII

PENAL CLAUSE

Section 1. Penal Clause. The UNIVERSITY and the ASSOCIATION shall faithfully observe mutual compliance with the provisions of this AGREEMENT and exhaust all available remedies for its effective enforcement. In the event that the ASSOCIATION violates or refuses to comply with its commitments with the University, the Management may ask for the rescission/cancellation of this AGREEMENT.

RATIFIED this _____ day of _____, 2022, at the Alba Hall, Isabela State University, Echague, Isabela.

ARTICLE XV111

SEPARABILITY & SAVING CLAUSE

Section 1. Separability/ Saving Clause. If any provision on this Agreement is held contrary to laws by a court of competent jurisdiction, said provision or the application thereof will be deemed invalid, except to the extent permitted by law, but all other provisions or applications will continue to be in force and effect. The parties will meet not later than fifteen (15) days after said provision is declared invalid for the purpose of amending or revising the same.

IN WITNESS WHEREOF, the parties hereof, by these authorized representatives have hereunto signed this AGREEMENT, this _____ day of _____, 2022 at the ISABELA STATE UNIVERSITY, Echague, Isabela, Philippines.

ISABELA STATE UNIVERSITY
ASSOCIATION

ISUE-NON-ACADEMIC STAFF

By:

By:

RICMAR P. AQUINO, Ph.D.
MBM
ISU President

JOSEPH L. ASUNCION,

ISUE-NASA President

SIGNED IN THE PRESENCE OF:

JAY P. CHY, DPA
Acting Vice President for Planning &
Services
Development

MARILYN Z. CUREG, CPA
University Director for Finance

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF ISABELA)s.s
MUNICIPALITY OF ECHAGUE)

BEFORE ME, a Notary Public for and in the Province of Isabela, personally appeared DR. RICMAR P. AQUINO, representing the Isabela State University and MR. JOSEPH L. ASUNCION, representing the ISUE- Non-Academic Staff Association. Known to me and to me known to be the same persons who executed the foregoing COLLECTIVE NEGOTIATION AGREEMENT consisting of eleven (11) pages including this page and acknowledge to me that the same is their free and voluntary acts and deeds.

WITNESS MY HAND AND SEAL this _____ day of _____, 2022, at _____.

NOTARY PUBLIC

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