



Republic of the Philippines
UNIVERSITY OF NORTHERN PHILIPPINES
Tamag, Vigan City
2700 Ilocos Sur



COLLECTIVE NEGOTIATION AGREEMENT (CNA)

Between the University of Northern Philippines and the UNP FACULTY UNION (UNPFU)

This Collective Negotiation Agreement entered into by and between:

The **UNIVERSITY OF NORTHERN PHILIPPINES**, the first state University of the North, duly created by virtue of Republic Act 4449, with principal office address at Tamag, Vigan City, Ilocos Sur, represented by its president, **DR. ERWIN F. CADORNA**, hereinafter referred to as the **"UNIVERSITY"**;

The **UNIVERSITY OF NORTHERN PHILIPPINES FACULTY UNION (UNPFU)**, a legitimate labor organization comprising of teaching employees, with DOLE -and -CSC Registration Certificate No. **1540**, dated 22nd day of February 2006, with office address at University of Northern Philippines, Tamag, Vigan City, Ilocos Sur, represented by its president, **DR. MARIO P. OBRERO**, hereinafter referred to as the **"UNION"**;

WITNESSETH:

WHEREAS, the 1987 Philippines Constitution recognizes the right of government workers to form unions and to engage in collective negotiations, as embodied in the following provisions.

Article II; Sec. 18. The state affirms labor as a 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;

Article XIII, Sec. 3. The State shall afford full protection to labor, local and overseas, organized and unorganized, and promote full 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 right to strike in accordance with law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. 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 (CSC) Memorandum Circular (MC) No. 55, series of 1990, provide that the terms and conditions of employment in 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 teaching employees to self-organization and to collective negotiations on terms and conditions of employment not fixed by law.

Mario P. Obrero

Erwin F. Cadorna

WHEREAS, the UNION is the sole and exclusive negotiating representative of all the teaching employees of the University of Northern Philippines

WHEREAS, the UNIVERSITY and the UNION seek to promote a working environment that is conducive to a harmonious relationship between them, enhances teaching employees' welfare and productivity, and contributes to effective and efficient public service;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulation hereunder set forth, the UNIVERSITY and the UNION agree and bind themselves to the provisions of the Collective Negotiation Agreement.

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. Public Accountability. The UNIVERSITY and the UNION share the vision of attaining a global academic excellence, and shall be accountable to stakeholders for serving them with the highest professional and ethical standards.

Section 2. Rights of Teaching employees. The UNIVERSITY and the Union recognize the basic rights of all teaching employees to a just and decent salary, security of tenure, career development and humane working conditions which enhance excellence, quality, and creativity.

Section 3. Laws and Policies. The UNIVERSITY and the UNION shall observe national policies, as well as policies of international organizations that the Philippines has ratified, regarding the right of workers to self-organization, collective bargaining and negotiations, and concerted activities, including the right to strike in accordance with law.

Section 4. Equality. The UNIVERSITY and the UNION believe in gender equality and eradication of all forms of discrimination and thus recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive University.

Section 5. Non-interference. The UNIVERSITY shall not interfere with the establishment, operations, and administration of the UNION.

Section 6. Authority and Prerogative. The UNION recognizes the authority and prerogative of the UNIVERSITY to implement laws and policies governing the terms and conditions of employment in the University, including its efforts to professionalize the civil service.

Section 7. Consultation. The UNION shall be consulted in the formulation of policies, plans, and programs affecting the rights, career development, welfare, and benefits of teaching employees.

Consultation, when used in this agreement, shall mean engaging the authorized representatives of the union in earnest dialogue and addressing their concerns in good faith. This could be done through existing committees, or at the discretion of the UNIVERSITY, through specialized ad hoc bodies.

The UNIVERSITY recognizes the process of consultation as part of the democratic process of knowing the sentiments of its constituents before arriving at a decision.

ARTICLE II COVERAGE

Section 1. Coverage. The parties agree that this Collective Negotiation Agreement covers all *bonafide* members of the Faculty Union who are employed by the University but whose salaries are drawn from the General Fund.



Section 2. UNP. It is understood in this Agreement that the UNIVERSITY refers to the University of Northern Philippines at Tamag, Vigan City, Ilocos Sur, including all constituent campuses, offices, or units existing or to be established in the future.

ARTICLE III UNION RECOGNITION, REPRESENTATION, RIGHTS, AND PRIVILEGES

Section 1. Sole and Exclusive Representative. The UNIVERSITY recognizes the UNION as the sole and exclusive representative of all teaching employees of the University of Northern Philippines as defined in Article II.

Section 2. Non-discrimination. The UNIVERSITY shall not discriminate against any teaching employee by reason of membership in the UNION, or against any officer of duly authorized representative of the UNION for acts performed in accordance with law, or pursuant to this Agreement.

Section 3. Union Meetings. Subject to the exigency of the service and Section 4, the University shall allow the Union to hold the following meetings:

- (a) General Assembly on Official Time;
- (b) Special General Assembly on Official Time; and
- (c) Regular and Special Board Meetings.

Section 4. Official Time/Official Business/Union Time Privileges. Official time shall be granted by the University to allow union officials to accomplish representation duties, including meetings enumerated in Section 3. Likewise, when any of the elected or legislative officers of the Union including the chairperson of the committees sits as Union representative in the different committees of the agency, the said representative is considered on official business. Designated UNION officials/representatives shall be released from their official duties for the purpose of employee representation, in order to enhance labor-management relations at all levels, provided that such official time/official business/union time shall not be prejudicial to the University.

Section 5. Union Office. The UNIVERSITY shall provide the UNION in all its constituent campuses with the office space, furniture, equipment, communications, including, but not limited to supplies and materials necessary for the UNION's office operations, subject to availability of funds.

Section 6. Gymnasium, Auditorium, Conference Halls and Other Facilities. The UNIVERSITY shall allow the UNION to use the conference halls and other facilities for its meetings, subject to availability of conference rooms/facilities, provided that a request was made for that purpose.

Section 7. Transportation. The UNIVERSITY shall, whenever possible, provide the UNION service vehicles for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on matters concerning the welfare of university personnel.

Section 8. Bulletin Boards. The UNION shall be provided with bulletin boards in strategic areas in the campus for dissemination of information to UNION officers and members.

Section 9. Separation. The UNIVERSITY, through the Human Resources Management Unit (HRMU), shall inform the UNION of the retirement, resignation, or dismissal of personnel five (5) days after filling of notice of such retirement or resignation, or before effective date or dismissal of teaching employee/s.

Section 10. Representation. The UNION shall be represented in all the committees of the UNIVERSITY, including special and ad-hoc committees, which affect the welfare of the teaching employees. Representation to the following committees is mandatory as provided by existing Civil Service rules and regulations, among others, to wit:

- (a) Personnel Selection Board;
 - (b) Committee on Decorum and Investigation for Sexual Harassment Cases;
 - (c) Grievance Machinery;
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- (d) PRAISE Committee;
- (e) Personnel Development Committee;
- (f) Employees' Organization-Management Consultative Committee;
- (g) Performance Management Team; and
- (h) Change Management Team.

Section 11. Socio-Economic Projects. The UNIVERSITY shall provide support to the UNION in the latter's efforts to establish socio-economic projects and income generating activities that will redound to the benefit of the UNION, its members, and other employees, provided that these are not contrary to law, morals, public policy, public health, public safety, University policies and other regulatory and statutory requirements.

Section 12. Socio-Economic Benefits. The University shall provide, rice subsidy, annual medical/physical examination, and other benefits provided these are not contrary to law.

Section 13. Bill of Rights. Whenever a formal complaint is filed against a member, the following shall be applicable:

- a. No member shall be forced to sign an admission based on such complaint against him/her.
- b. If the UNIVERSITY pursues an investigation based on such complaint, the member shall be promptly advised of said complaint and be afforded an opportunity to confront the complainant and any witness that may be presented against him/her, and to submit evidence in his/her defense. The respondent shall have the right to be supported by the UNION while the case is under litigation; and
- c. Before any formal decisions are made, the UNIVERSITY shall review and consider all available data and evidences, whether or not such are offered by the complainant or defendant.

Section 14. Legal Assistance. The UNIVERSITY shall provide legal counsel to a UNION member in any of the following instances:

- a. The member is sued for acts committed by him/her in the course of his/her employment and within the scope of his/her duties and responsibilities; and
- b. The member must appear as a witness and/or is subpoenaed to appear in court or any tribunal on matters arising in the course of his/her employment and within the scope of his/her duties and responsibilities.

ARTICLE IV

RECRUITMENT, PROMOTION, DISCIPLINE, AND TERMINATION OF TEACHING EMPLOYEES

Section 1. Adherence to policies. The UNIVERSITY shall adhere to the recruitment, promotion, and termination policies under existing laws, Department of Budget and Management, Department Of Labor and Employment and Civil Service Commission rules and regulations.

Section 2. Merit Promotion Plan. The UNIVERSITY shall strive to source out funds for merit promotion. Should the rules allow, the recommendations of the UNION shall be considered in cases when a call for promotions is issued by the government.

Section 3. Administrative Case. The UNIVERSITY shall take disciplinary action against teaching employees only for just cause and upon observance of the principle of due process. The UNIVERSITY shall at all the times uphold the principle of a speedy disposition of the case.

Section 4. Severance of Employment. Except for voluntary resignation, retirement, or expiration of contract or appointment, employment shall be terminated only for just cause and after due process.

Section 5. Reorganization or Internal Restructuring. The UNIVERSITY shall conduct dialogues with authorized UNION representatives regarding any plans of reorganization or internal restructuring.

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Section 6. List of New Teaching Employees. The UNIVERSITY shall furnish the UNION, upon proper request and representation, with a list of teaching employees who have been issued new appointments. In like manner, the UNIVERSITY shall furnish the UNION a copy of the plantilla of positions of teaching employees.

ARTICLE V TEACHING EMPLOYEES' EDUCATION PROGRAM

Section 1. Trainings or Seminars. The UNIVERSITY shall provide support to the UNION in the conduct of an annual training or seminar for all UNP teaching employees for the purpose of enlightening them of their rights, privileges, obligation, and responsibilities under the law and this agreement, subject to availability of funds and Article III, Section 4. Attendance in such training or seminar shall be on official time.

Section 2. Orientation. The UNIVERSITY shall allow the UNION to conduct on official time and in coordination with the Human Resource Management Unit, orientation programs for newly appointed or hired teaching employees, concerning the UNION Constitution and by-laws, programs, activities, benefits, and obligations under this Agreement.

Section 3. Official Time. UNION members shall be allowed to attend, on official time, workers' programs, seminars, general assemblies, conferences, conventions, symposia, fora, and other capability-building programs, including leadership training in trade unionism, workers' congresses and similar activities conducted by government agencies and non-government organizations for public sector unions.

ARTICLE VI EDUCATIONAL, PROFESSIONAL SOCIAL AND SPORTS DEVELOPMENT

Section 1. Promotion of Teaching Employees Development. The UNIVERSITY shall continue to promote development of its teaching employees in all areas of work. Development shall include fellowships and attendance in relevant conferences, conventions, seminars and workshops, trainings, and similar development programs which the UNIVERSITY may deem necessary, subject to availability of funds.

Section 2. Allocation of Budget. The UNIVERSITY shall continue to allocate sufficient budget to ensure that Human Resource Development programs, such as scholarships and trainings, are provided to teaching employees.

Section 3. Initiation of Programs. The UNIVERSITY shall, in consultation with the UNION, initiate programs that will improve the technical capabilities of teaching employees.

Section 4. Career Development. The UNIVERSITY shall inform the UNION, through the HRMU, of all its career development programs for teaching employees. The awarding of trainings, study, and scholarship grants, both local and foreign, shall be governed by relevant rules and policies implemented by the Faculty and Staff Development Committee (FSDC) of the University. The UNIVERSITY shall likewise include in its human resource development and training programs for teaching employees the promotion of morality, efficiency, integrity, responsiveness, courtesy as well as nationalism and patriotism in the civil service.

Section 5. Sports Program. The UNIVERSITY and the UNION shall implement sports development and recreational programs to enhance the physical and mental well-being of the employees. The University shall set Physical Fitness schedule.

Section 6. Team Building Activities. The UNIVERSITY and the UNION shall implement annual team building activities for teaching employees' productivity enhancement which must be incorporated in the University's Annual Personnel Development Plan every subject to pertinent University guidelines.

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John A. Dela Cruz

Section 7. Family Day Celebration. Every year, Family Day celebrations shall be held on a commonly preferred date. All teaching employees are required to participate in the celebration together. The UNIVERSITY shall source funds for this activity from the amount allotted for Sports and Cultural Allowance as provided for in the General Appropriations Act.

ARTICLE VII PROMOTING GENDER EQUALITY AMONG UNP TEACHING EMPLOYEES

Section 1. Gender Sensitivity and Awareness Programs. The UNIVERSITY shall implement gender sensitivity programs for teaching employees and shall support activities undertaken by the UNION, in coordination with government and non-government agencies, to promote better understanding and awareness of gender issues. The University should also observe and implement gender sensitive and gender responsive policies as embodied in national issuances and laws by the national government.

Section 2. Day Care Facilities. The UNIVERSITY agrees to establish and maintain day care facilities in the campus. The UNION shall have one seat in the committee overseeing the management of the Day Care facilities.

Section 3. Women's Month Celebration. The UNIVERSITY shall allow its employees to attend, on official time, activities inside or outside the UNIVERSITY in celebration of Women's Month and other weeks declared for the recognition of women, both national and international.

ARTICLE VIII UNION SECURITY

Section 1. Membership in the Union. All teaching employees in the service of the UNIVERSITY who are permanent, temporary, or contractual as of the date of signing of this agreement are qualified for UNION membership. Subsequent to the signing of this AGREEMENT, teaching employees occupying *plantilla* positions shall likewise be eligible for membership.

Section 2. Check-Off. Upon receipt of a written authorization from the members of the UNION, the UNIVERSITY shall deduct, through payroll deductions, the corresponding union dues, assessments, fines, and other deductions from the salaries/wages of UNION member(s) based on the terms of payment as approved by the Union Officers. All deductions shall be remitted to the UNION within a reasonable period of time and shall in no case result to a take-home pay lesser than that provided by law.

Section 3. Partnership. The UNION shall be considered as a partner of the UNIVERSITY in evolving developmental programs or projects of the UNIVERSITY on the issues and concerns provided under EO 180, series of 1987, and Its Implementing Rules thereof. The UNION is recognized as an advocate of change for growth, progress and full development of the UNIVERSITY and its employees.

Section 4. Clearance. The UNIVERSITY shall require employees who will retire, transfer resign, go on leave of absence for at least one month or Teacher's Leave to secure clearance from the UNION for property and monetary accountabilities.

Section 5. Non-harassment. The UNIVERSITY shall ensure that the UNION is free from harassment or threat of abolition for activities being and/or to be undertaken, provided that such activities are not prejudicial to the smooth operations of the UNIVERSITY or contrary to law, established rules and regulations, or general policy.

ARTICLE IX HEALTH AND SAFETY

Section 1. Safety and Health Requirements. The UNIVERSITY shall comply with applicable regulations requiring safety, health, and sanitary working conditions prescribed by law. The UNIVERSITY

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shall do everything possible to provide a healthy and safe working environment for its teaching employees.

Section 2. Free Medical Examination. The UNIVERSITY shall continue providing free medical examination for all teaching employees.

Section 3. TB, Hepatitis B Screenings and Other Immunization. The UNIVERSITY shall provide free TB and hepatitis B screenings and free immunization and booster shots to teaching employees subject to the availability of funds.

Section 4. First Aid Kits. The UNIVERSITY shall provide first aid kits in strategically located areas of work places/offices where no medical clinic is located in the premises. For this purpose, teams of employees shall be formed and trained in first aid (CSC MC No. 33 s. 1997)

Section 5. Protective Clothing. The UNIVERSITY shall provide teaching personnel concerned with free protective clothing, gears, equipment and tools, as necessary in their performance of their functions provided these are allowed under pertinent government budgeting and auditing rules and regulations.

Section 6. Hazard Pay. The UNIVERSITY shall provide hazard pay to its teaching employees, subject to Sec. 311 of the Government Auditing and Accounting Manual (Appendix "A") and Sec. 21 of the Magna Carta of Public Health Workers (Appendix B"). The positions affected shall be identified by the parties in the implementation of this agreement. The UNIVERSITY will strive to include these identified positions in the General Appropriations Act.

Section 7. Magna Carta of Public Health Workers. The UNIVERSITY shall ensure the full implementation of the Magna Carta of Public Health Workers.

Section 8. Occupational Safety and Health. The UNIVERSITY agrees to implement existing legislation, practices and standards in occupational safety and health, including but not limited to (1) the provision of clean and potable drinking water; (2) the observance of proper air/floor space and office lighting and ventilation; (3) the welfare of persons with disabilities; and (4) the requirements of a sexual harassment-free environment.

ARTICLE X

SALARY, OVERTIME PAY AND WORK SCHEDULE

Section 1. Salaries and Positions. The University shall continue to pursue and exert efforts to upgrade salaries and positions same as those enjoyed by the other SUCs.

Section 2. Official Work Hours. All teaching employees shall render forty (40) hours of work a week, provided that official work in excess of said regular hours of work shall be compensated in accordance with the applicable rules and regulations of the Commission on Audit, the Department of Budget and Management, and the Civil Service Commission.

Section 3. Overtime Pay. All teaching employees rendering official duties in excess of regular hours of work shall be granted overtime pay subject to availability of funds.

ARTICLE XI

LEAVE PRIVILEGES OF TEACHING EMPLOYEES

Section 1. Rehabilitation Leave for Job-related Injuries. Applications of teaching employees for leave of absence on account of wounds or injuries incurred in the performance of duty extending beyond the available leave credits of the employee concerned must be made on the prescribed form, supported by the proper medical certificate and evidence showing that the wounds or injuries were incurred in the performances of duty. The University President may direct that absence during any period of disability thus occasioned shall be on full pay, but not to exceed six (6) months. He shall also authorize the payment of medical attendance, necessary transportation, subsistence and hospital fees of the injured person.

Absence in the case contemplated shall not be charged against sick leave or vacation leave, if there are any. (MC No. 41, s. 1998). To avail of these benefits, the provisions of CSC-DBM Joint Circular No. 01, s. 2006, otherwise known as the Guidelines for Availing of the Rehabilitation Privilege, shall be complied with.

ARTICLE XII

OTHER TEACHING EMPLOYEE PRIVILEGES

Section 1. Housing. The UNIVERSITY agrees to determine possibilities for a housing program for its teaching employees.

Section 2. Dormitories. The UNIVERSITY agrees to provide teaching employees living afar from the campus space in dormitories which may be established by the UNIVERSITY for that purpose.

Section 3. Shuttle Service. The UNIVERSITY shall, whenever practicable and during emergency cases, provide adequate shuttle services to teaching employees.

Section 4. Legal Service. The UNIVERSITY agrees to provide legal service assistance to any teaching employee who is sued, and/or subpoenaed to appear as witness for acts arising from his/her employment and within the scope of his/her duties and responsibilities.

Section 5. Processing of Retirement Papers. The UNIVERSITY shall allow teaching employees who are about to retire to process their papers three (3) months prior to retirement. The applicant shall submit a Request Letter or Notice of Retirement addressed to the University President.

ARTICLE XIII

RETIREES' BENEFITS

Section 1. Program for Retiring/Retired Teaching Employees. THE UNIVERSITY agrees to formulate and implement programs for all retiring/retired teaching employee, which shall include, but not limited to:

- a. Training for livelihood projects;
- b. University Scholarship to dependents; and
- c. Other programs agreed upon for the benefit of the retirees.

Section 2. Appreciation Gift. The UNIVERSITY shall provide an appreciation gift to a retiring teaching employees in conformity with the policies and guidelines of the Program on Awards and Incentives for Service Excellence (PRAISE).

ARTICLE XIV

FRINGE BENEFITS

Section 1. Use of Savings. The UNIVERSITY shall prioritize the use of savings in accordance with law, taking into account teaching employee welfare and mandatory economic benefits.

Section 2. Incentives and Awards. The University shall maintain its incentives and awards system for the benefit of qualified and deserving personnel.

Section 3. Professional Development. The University shall support and encourage the professional development of teaching employees by providing learning and development opportunities subject to availability of funds.

Section 4. Other Benefits. In addition, in pursuit of its mission, and subject to the availability of funds, the UNIVERSITY shall provide the following:

- a. Anniversary Bonus of P5,000.00 for every milestone anniversary of the UNIVERSITY and every 5th year thereafter;
- b. Loyalty Award of P1,000.00 per year;

ARTICLE XV TECHNOLOGICAL CHANGES

Section 1. Anticipation of Technological Changes. The UNIVERSITY and the UNION recognize the changes in operations resulting from technological innovations that may occur. When such changes occur, the UNIVERSITY shall give first consideration to the utilization of personnel adversely affected by the changed operations. In the event that the teaching employees concerned lack the requisite skills or knowledge and such cannot be acquired within a reasonable length of time, the UNIVERSITY shall take appropriate measures to address the situation in accordance with appropriate Civil Service laws and rules, and DBM rules and regulations.

ARTICLE XVI EMPLOYEE-MANAGEMENT RELATIONS

Section 1. Grievance Machinery. The parties agree to set up the Grievance Machinery established under procedures governed by Civil Service Law. In addition, the parties shall establish a procedure on the resolution of grievances involving union-related issues not governed by the Civil Service law, rules and regulations on grievance machinery in order to strengthen employee-management relations and resolve conflicts at the lowest possible level in the UNIVERSITY.

ARTICLE XVII IMPLEMENTING AND MONITORING SCHEME

Section 1. Union-Management Consultative Body. For purposes of maintaining open lines of communication, consultation and dialogue between the UNIVERSITY and the UNION, a Union-Management Consultative Body shall be created to be composed of three (3) representatives from each party.

Section 2. Functions and Responsibilities. The following shall be the functions and responsibilities of the consultative body:

- a. Convene once every six (6) months or as the need arises at such place and time as may be proposed and agreed upon by the parties;
- b. Monitor and resolve any controversy arising from the interpretation and enforcement of this Agreement;
- c. Prioritize the implementation of the provision of this Agreement upon approval by the parties;
- d. Discuss and resolve policy changes on matters pertaining to/affecting and terms and conditions of employment; and
- e. Recommend appropriate courses of action to higher authority.

ARTICLE XVIII BUDGET AND FUNDS

Section 1. Budget. The UNIVERSITY shall provide the necessary budget and funds for the full implementation of the provisions contained herein, subject to existing accounting and auditing rules and regulations.

ARTICLE XIX IMPLEMENTING GUIDELINES

Section 1. Preparation. Within six (6) months from the date of effectivity of this Agreement, the UNIVERSITY and the UNION shall prepare all the necessary guidelines in the implementation of its provisions.

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ARTICLE XX EFFECTIVITY AND DURATION

Section 1. Duration. This agreement shall become effective immediately upon signing and ratification of the majority of the UNPFU members and subject to its confirmation by the Board of Regents and shall remain in force and effect for a period of three (3) years or until rendered inoperative.

Section 2. Renegotiation. Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this Agreement for the purpose of negotiating a new agreement to govern the parties. Subject to the observance of each other party's right during the freedom period, the provision of this Agreement, including modifications or amendments thereof, shall remain in force and effect until a new collective negotiation agreement shall have been concluded and executed.

The UNIVERSITY and the UNION agree to renegotiate after one year and six months for the economic benefits of the employees and should certain improvements on the terms be found appropriate and beneficial to both parties, corresponding amendments shall be introduced.

Section 3. Peace and Harmony. During the effectivity of this Agreement, the UNION shall promote peace and harmony within its ranks. It shall cooperate with the UNIVERSITY in the implementation of directives from the proper authorities in line with existing political, economic and social conditions of the country.

Section 4. Printing and Distribution of the Agreements. The UNIVERSITY shall be responsible for the printing of this Agreement; the UNION shall be in charge of distribution/dissemination of copies. The printing and distribution should be done not later than two weeks from the signing thereof.

ARTICLE XXI COLLECTIVE NEGOTIATION INCENTIVE

Section 1. Collective Negotiation Agreement Incentive (CNA Incentive). The Collective Negotiation Agreement Incentive shall be granted annually within the effectivity of the Collective Negotiation Agreement (CNA) to all eligible members of the Union, and the same shall be granted to the management in accordance with existing CNA guidelines issued by the Department of Budget and Management (DBM).

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 1. Entirety Clause. Both parties agree that the terms and provisions herein contained constitute the entire agreement between the parties on such terms and provisions and supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to said matters. Both parties agree that negotiations shall not be reopened on any of the terms and provisions contained in this Agreement during the life of the Agreement except by mutual consent or as otherwise provided herein.

Section 2. Amendments. For purposes of considering specific proposals, amendments, or negotiation for new terms and conditions, the proponent-part shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments.

Section 3. Separability/Saving Clause. If any provision of this Agreement is held contrary to law by a court of complement 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 have 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.

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ARTICLE XXIII
UNION – SHARED RESPONSIBILITIES/ACCOUNTABILITIES

Section 1. Partnership. The UNION shall be a partner of the UNIVERSITY in promoting teamwork and discipline to attain harmony, professionalism, productivity and efficiency. It shall enjoin all its members to render and perform to the best of their ability the duties and responsibilities expected of them in accordance with existing laws, rules and regulations. The UNION shall assist management in the following:

- a. Monitoring strict observance of office rules and regulations.
- b. Awareness-raising among employees on the effective and prudent use of physical resources.
- c. Institutionalization of systems for increased productivity.

ARTICLE XXIV
COMMITMENT TO COST-SAVING MEASURES

Section 1. Pledge of Commitment. The UNION commits to support the management in its austerity measures and systems improvement in achieving its established targets and programs at a lesser cost. It shall assist the UNIVERSITY in the objective to:

1. Limit travels and attendance to seminars, trainings and conferences. Only in *extremely necessary cases should employees be allowed and only one at a time except if so specified in the communication that more one than is required.*
2. Synchronize official trip to maximize the use of University vehicles. Request for the use of vehicles should all be coursed to the motor pool supervisor for proper scheduling. Use of private vehicles charging gasoline and tool fees is totally discouraged.
3. Economy in the use of water and electricity. Lights and other conveniences using electricity and water faucets should be properly closed every after office hours. The heads all operating units and janitors are held accountable for any misuse. In cases where computers, electric fans and other amenities are left open at night, the guards on duty can force open the rooms/offices to prevent the possible occurrence of fire.

Playing games in office computers is strictly prohibited. Violation of this will cause the confiscation of the computer units in said office.

4. Strict prioritization of needs. Requisitioning offices should see to it that the use of the supplies/materials should be properly identified and based on approved estimates.

Projects should be properly categorized according to needs indicating therein the urgency in relation to existing programs/projects of the units.

5. Economy in the use of supplies and materials. Computers should be strictly used for official business considering the high cost of ink and maintenance materials.

The use of coupon bonds and other print materials, number of copies should be limited in preparing communications following approved standard. Recycling of used bond papers should be practiced.

Use of standard forms/documents should also be limited to authorized needed number of copies only.

6. Maximum sharing of resource. This is especially true to the use of fiduciary funds. Units that have considerable fiduciary funds shall share their facilities especially equipment and if possible even supplies and materials to units that are in dire need.

Eventually, all units with fiduciary funds should handle cost of operations particularly light and water bills, and cost of maintenance and minor repairs.

7. Patronize University Resources/Facilities. The employees are encouraged to patronize products and services of the University's income generating projects as well as prioritize the utilization of existing facilities in lieu of holding programs and activities outside the university.
8. Strict observance of official time and proper use of biometrics. Heads of offices should police their ranks.
9. Adherence to the *bayanihan* spirit in performing extra work for the welfare of the UNIVERSITY especially in the maintenance of cleanliness and sanitation in the campus.

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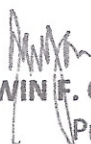
IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto signed this agreement this 27th day of August, 2021 in UNP, Vigan City, Ilocos Sur, Philippines.


UNIVERSITY OF NORTHERN PHILIPPINES

UNP FACULTY UNION

By:

By:


ERWIN F. CADORNA, Ph.D.
President
University of Northern Philippines

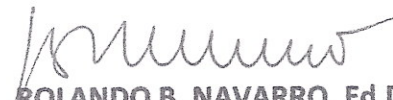

MARIO P. OBRERO, Ph.D.
President
UNP Faculty Union


Signed in the presence of:

Representative, Civil Service Commission

The UNIVERSITY Panel

The UNION Panel


ROLANDO B. NAVARRO, Ed.D.
Vice President for Academic Affairs
University of Northern Philippines


ALLEN MAGDALENO A. DE VERA, MAEd
Vice President
UNP Faculty Union

Section 311. Government Auditing and Accounting Manual

Employees entitled to hardship/hazard allowance. Employees, whether regular or contractual, assigned on a permanent, temporary, special or travel basis to the following areas which expose them to great damage or contagion or peril to life, are entitled to hardship/hazard allowance:

1. hardship or difficult areas
2. strife-torn or embattled areas
3. distressed or isolated stations
4. prison camps
5. mental hospitals
6. radiation-exposed clinics or laboratories
7. disease-infested areas
8. areas declared under state of calamity or emergency

ANNEX "B"

Section 21, RA 7305 (Magna Carta of Public Health Workers)

Hazard allowance. —Public health workers in hospitals, sanitaria, rural health units, main health centers, health infirmaries, barangay health station, clinics and other health-related establishments located in difficult areas, strife-torn or embattled areas, distressed or isolated stations, prisons camps, mental hospitals, radiation-exposed clinics, laboratories or disease-thereof which expose them to great danger, contagion, radiation, volcanic activity/eruption, occupational risks or perils to life as determined by the Secretary of Health or the head of the unit with the approval of the Secretary of Health, shall be compensated the hazard allowances equivalent to at least twenty-five percent (25%) of the monthly basic salary of the health workers receiving salary grade 19 and below, and five percent (5%) for health workers with salary grade 20 and above.

ANNEX "C"

Granting of CNA incentive: implementing Guidelines
(In accordance with DBM Circular No. 2006-1 dated Feb. 1, 2006)

Nature	Item	CNA Incentive
Member of the UNION	Only permanent and contractual faculty/member whose salaries are drawn from the General Fund	100%
Members in-service	Aggregated period of 6 months during the year & a member or 4 months as of October 31 for the year	100%
Members on leave without pay	On leave starting July 1 to December 31 for the year	Not entitled
Suspended members/faculty	With penalty for a period of 6 months for the year	Not entitled
Members who retire/resign/separated from service	One who retired/resigned/separated from the service prior to Oct. 31 of the year	Proportionate share scheme: July -45% August-60% Sept-75% Oct-90%

Non-attendance to foremost university activities	<ul style="list-style-type: none">➤ General Faculty Meeting➤ Crisologo Lecture Series (July and October)➤ Awards Ceremonies➤ Graduation Ceremonies	Less 1.00% per activity
Non-attendance to UNION activities	<ul style="list-style-type: none">➤ Union General Assemblies➤ Union sponsored activities	Less 1.00% per activity

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
VIGAN CITY) S.S.

Before me this 27th day of August 2021 in Vigan City, Ilocos Sur, Philippines personally appeared:

	ID No.	Place of Issue
Dr. Erwin F. Cadorna	01-0001-NT	Vigan City, Ilocos Sur
Dr. Mario P. Obrero	87-0226-T	Vigan City, Ilocos Sur

Known to me and to me known to be the same persons who acted as principals in the execution of the foregoing **Collective Negotiation Agreement** and acknowledged to me that the same is their free act and deed and that of the respective entities they represent.

This instrument, consisting of fifteen (15) pages including this page whereon this Acknowledgment is written and Annexes "A" "B" and "C" hereof, refers to the **COLLECTIVE NEGOTIATION AGREEMENT (CNA)**, which has been signed by the parties and their instrumental witnesses on each and every page.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the place and on the date first mentioned.

Doc. Number : 102
Page Number : 21
Book Number : XLIII
Series of : wd1

ATTY. ROMAN MARCO V. PANEM
Notary Public
COMM. EXPIRE DEC. 31, 2021
IBP NO. 155126 1/26/21
PTR NO. 8192445 1/4/21
ISSUED AT VIGAN CITY, ILOCOS SUR
ROLL NO. 27343 TIN. 128-612-018
MCLE COMP. NO. VI-0008529 05/27/18
NOTARIAL COMM NO. 1 SERIES OF 2020

[Handwritten signatures]

CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 2264

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

**UNIVERSITY OF NORTHERN PHILIPPINES
FACULTY UNION (UNPFU)**

and the

UNIVERSITY OF NORTHERN PHILIPPINES
UNP Compound, Vigan City, Ilocos Sur 2700


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 **August 28, 2021 to August 27, 2024.**

Issued this 2nd day of December 2021 in Quezon City.



ALICIA dela ROSA - BALA
Chairperson

Attested by:



MA. THERESA C. FERNANDEZ
Acting Director IV
Human Resource Relations Office

