



CIVIL SERVICE COMMISSION  
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**BENGUET STATE UNIVERSITY  
FACULTY CLUB INCORPORATED**

**Registration of Collective  
Negotiation Agreement**

# Collective Negotiation Agreement

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**COLLECTIVE NEGOTIATION AGREEMENT  
(BSU and BSU FACULTY CLUB)**

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KNOW ALL MEN BY THESE PRESENTS:

This **COLLECTIVE NEGOTIATION AGREEMENT** is made, entered into and executed by and between:

**BENGUET STATE UNIVERSITY**, a public educational institution established and existing under the laws of the Republic of the Philippines having principal office at BSU-La Trinidad Campus, Km. 5, La Trinidad, Benguet, Philippines now and hereinafter referred to as the **UNIVERSITY** and represented in this agreement by its president, **FELIPE SALAING COMILA**

**BENGUET STATE UNIVERSITY (BSU) FACULTY CLUB**, representing BSU rank and file – occupying the employment status of permanent, temporary, contractual and emergency in nature (collectively referred to as the Faculty Club) - a public sector labor organization organized and existing under the laws of the Republic of the Philippines and registered with the Department of Labor and Employment and Civil Service Commission under Certificate of Registration No. 909 dated 13 September, 2001<sup>1</sup> and accredited with Certificate of Accreditation No. 1077 dated January 10, 2017<sup>2</sup>, with principal office address at BSU-La Trinidad Campus, Km. 5, La Trinidad, Benguet, Philippines and represented in this agreement by its President, **HARLAND GARY B. PAWID**.

WITNESSETH:

WHEREAS, Article III, Sec. 8 and Article IX, B Sec 2(5) of the 1987 Philippine Constitution, and Executive Order No. 180 dated June 1, 1987 and its amendment(s) dated September 28, 2004 recognize and guarantee the right of public sector workers to self-organization and collective negotiation;

WHEREAS, the **UNIVERSITY**, as State educational institution, supports the right of its employees to promote their interest and that of the public service, seek peaceful remedies for their grievances, work for mutual benefits or otherwise improve work opportunities and the terms and conditions of their employment; through the full development and utilization of a machinery for the negotiation of terms and conditions of employment and work opportunities;

WHEREAS, the **UNIVERSITY** acknowledges the rights of its individual employees, recognizes their right to self-organization and assures recognition of and protection for their duly organized association;

WHEREAS, the **UNIVERSITY** considers collective negotiation as a means to empower its employees by allowing them participate more meaningfully in the management and employment relationships;

WHEREAS, in September 2001, the Department of Labor and Employment and the Civil Service Commission jointly issued Certificate of Registration No. 909 certifying that they have registered the BSUFC pursuant to the provisions of Executive Order No. 180 dated June 1, 1987 and Certificate of Accreditation No. 1077 thereby conferring

<sup>1</sup>Attachment A - Certificate of registration No. 909 dated 13 September 2001

<sup>2</sup>Attachment B - Certificate of Accreditation No. 1077 dated January 10, 2017

upon it the right to be certified as the sole collective negotiating agent of the rank and file employees of BSU.

WHEREAS, the FACULTY CLUB is the sole and exclusive collective negotiating agent authorized to represent all the rank and file employees in the UNIVERSITY in this agreement;

WHEREAS, the UNIVERSITY and the BSU FACULTY CLUB, have agreed to enter into this collective negotiation agreement for their mutual benefit and attainment of the vision of making the BENGUET STATE UNIVERSITY a premier university delivering world-class education that promotes sustainable development amidst climate change;

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and situations hereinafter provided, the UNIVERSITY and the BSU FACULTY CLUB do hereby agree as follows:

## ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The herein parties recognize the basic rights of all BSU EMPLOYEES to a living wage, security of tenure, personnel and career development, and just and humane conditions of work and believe that collective negotiation is vital in the pursuit thereof.

Section 2. The BSU FACULTY CLUB recognize and respect the rights and authority of the UNIVERSITY in the execution and implementation of existing laws governing terms and conditions of employment, and the provision and maintenance of employee welfare and benefits.

Section 3. The parties observe applicable international and national declarations, policies, laws, rules and regulations on the right of all workers to self-organization and collective negotiations.

Section 4. Both parties commit to promote progressive and harmonious employee-management relationship, and shall work as partners in the delivery of efficient, sustainable, accountable and quality public service.

Section 5. The BSU FACULTY CLUB shall be represented in all levels in the formulation and/or revision of policies, plans and programs affecting the rights, development, welfare and benefits of employees, and client service improvement.

## ARTICLE II RECOGNITION AND SECURITY

Section 1. The UNIVERSITY recognizes the BSU FACULTY CLUB as the sole and exclusive negotiating agent of the university rank and file employees for the duration of this agreement and shall ensure an environment that guarantees the independence of the latter. All rank-and-file employees of the University occupying the employment status of permanent, temporary, contractual or emergency in nature in the BSU-La Trinidad, BSU-Bokod and BSU-Buguias Campuses shall be covered by this agreement. However, the entitlement to specific privileges under this agreement shall be subject to applicable laws, rules and regulations.

Section 2. The UNIVERSITY shall deal with the BSU EMPLOYEES, as represented by the BSU FACULTY CLUB, on all matters and issues affecting and pertaining to employee welfare, benefits, grievances, rights and interests.

Section 3. The UNIVERSITY shall allow officers and members of the BSU Faculty Club to travel on official business or official time to attend meetings, leadership and development activities, management visits, to process organizational papers and the CNA in national/regional offices, other official functions called by any government agency or by any accredited organization on matters concerning the employee welfare and labor/CNA requirements, provided that public service is not prejudiced. The use of the University facilities, including service vehicles, for above purposes, shall be free of charge subject to the usual accounting and auditing rules and university policies.

Section 4. The BSU FACULTY CLUB's elected or legislative officers, including the chairpersons of the committees, sitting as employees' association representative in the different committees of the University shall be considered to be on official business. This is with the understanding that the primary purpose of attendance to such committees is to promote public service.

Section 5. Pursuant to Memorandum Circular No. 174 dated May 13, 2009 issued by the Office of the President of the Philippines, the UNIVERSITY may provide a space or other mechanism needed to support the following:

- a. to make the "Botika ng Bayan" more accessible to BSU employees; and
- b. to make accessible PX mart that sells affordable commodities to employees and provide its seed fund.

Section 7. The UNIVERSITY shall provide a reasonable office space for all BSU Employee Associations to be used exclusively for the official functions of the employees and their associations.

Section 8. The UNIVERSITY shall protect the right of the employees to organize and thus shall adhere to E.O. No. 180 dated June 1, 1987 and which among others, stipulates the following:

8.1. University employees shall not be discriminated against in respect to their employment by reason of membership in employees' organizations or participation in the normal activities of their organization nor their employment be subjected to condition that they shall not join or shall relinquish their membership in such organizations.

8.2 The University shall not interfere in the establishment, functioning or administration of all the employees' organizations in the University through acts designed to place such organization under the control of the University.

### ARTICLE III MAINTENANCE OF RIGHTS AND BENEFITS

Section 1. Employees shall enjoy all the rights and benefits pertaining to the conditions of employment as contained in applicable laws, rules and regulations.

Section 2. The UNIVERSITY shall make provisions to ensure the safety and protection of all employees in terms of protective equipment, first aid kits accessible to all offices and time-off from work for employees affected or at high risk for calamities.

In cases when classes at the tertiary level are suspended due to inclement weather, calamity and/or in times of public health emergency, work may be suspended so the employees can attend to their personal safety, safety of their families and properties. In other cases, upon the request of the BSU Employees, the University President may suspend work.

Section 3. The UNIVERSITY shall grant a hazard pay to all qualified employees in case of public health emergencies and/or calamities, subject to the appropriate regulations.

Section 4. The UNIVERSITY shall grant to each qualified personnel a yearly CNA cash incentive subject to existing rules and regulations on the grant of CNA incentive.

On or before the start of the last quarter, the officers of the BSU FACULTY CLUB shall request the UNIVERSITY for the release of the cash incentive. The University President and/or his duly authorized representative/s and the BSU FACULTY CLUB officers shall meet to assess the financial status of the University and discuss the available savings for the payment of the CNA incentive of the employees for the particular year. The results of the discussion shall serve as an attachment in the processing of the CNA incentive, where required.

Section 5. The CNA incentive shall be granted to all qualified BSU personnel, as allowed by existing and applicable governing policies, rules and regulations.

5.1. Employees who are not members of the BSU FACULTY CLUB who are qualified to receive CNA in a particular year shall pay the corresponding agency fee equivalent to all dues and other fees paid by a member in a particular year where CNA incentive is granted per PSLMC Res. No. 15, s. 2013 provided the amount is not unconscionable.

5.2. The following employees shall be qualified to receive the CNA cash incentive:

5.2.1. During the first year of receiving of CNA Incentive, employees who have rendered at least a total of six (6) months service in the University within one (1) year immediately preceding the date of the signing/ratification of this CNA on the basis that they have contributed to the preparation/draft/ratification of the CNA.

5.2.2. For the succeeding years of this CNA:

5.2.2.a. Employees who have contributed to the attainment of accomplishments vis-à-vis targets of the University pursuant to the rules and regulations of the Department of Budget and Management;

5.2.2.b. Employees who have contributed to the various areas of cost-cutting measures and systems of improvements as cited under DBM rules and regulations;

5.2.2.c. Pursuant to Procedural Guidelines of DBM Circular, the employee must have complied with the internal guidelines formulated by the Management-Faculty Club Consultative Committee in the grant of the CNA.

Section 6. BSU employees will be given 10% discount for the purchase of BSU products and rental of facilities, subject to existing policies. The mechanism for implementation e.g. discount coupons, number of times an employee may be given and/or ceiling shall be discussed and presented for approval by the BSU FACULTY CLUB and the UNIVERSITY.

Section 7. Clothing allowance shall be given in cash, or as may be authorized by law, provided that all employees must wear their uniforms, if appropriate, otherwise wear any formal or semi-formal attire, during identified University functions. Should the uniform be granted in kind, the UNIVERSITY shall involve the BSU Employees in the selection of uniform fabric and design and shall consider the nature of work of every employee in coming up with the design.-

Section 8. Pursuant to the agency's enhanced Program on Awards and Incentives for Service Excellence (PRAISE) and CSC Memorandum Circular No. 1, s. 2001, retiring employees shall be given a cash award adopting the Civil Service Loyalty Incentive based on years of service in addition to tokens given in kind sourced from the Internally Generated Income (IGI), through the "Salamat-Mabuhay Program" and/or other programs and allowable sources.

Section 9. There shall be semestral update on all policies, benefits, employee suggestions and incentives under the approved CNA to be organized by concerned offices of the university in coordination with the BSU FACULTY CLUB.

Section 10. Twenty percent (20%) of the number of slots open for incoming Nursery pupils at the BSU Early Childhood Development Center, Grade I pupils at the BSU Elementary Laboratory School, and First Year high school students at the BSU Secondary Laboratory School shall be allocated for children of BSU Employees. Only when there are no sufficient number of employees' children may the slots shall be given to other applicants.

Section 11. The University shall provide legal assistance to an employee in any of the following instances:

(a) The employee files a case or is sued for action taken in the lawful exercise of his/her duties, functions and responsibilities following university and CSC issuances;

(b) The employee is subpoenaed/summoned to testify as witness for the University before any court, tribunal or body exercising quasi-judicial powers.

Section 12. The UNIVERSITY and the BSU FACULTY CLUB may negotiate for the grant of such other benefits, whether in cash or other forms, as may be possible during the lifetime of this agreement through a resolution.

#### ARTICLE IV UNIVERSITY AND BSU EMPLOYEES SHARED RESPONSIBILITY AND ACCOUNTABILITY

Section 1. Consonant to the recognized principle of shared responsibility and employee empowerment, the UNIVERSITY recognizes the role of the BSU FACULTY CLUB as partner of management in policy formulation, implementation and monitoring. Hence, the University recognizes the right of university employees as represented by the

BSU FACULTY CLUB in committees and meetings where matters affecting their working conditions, interest, welfare and benefits are discussed.

With due regard to existing rules and regulations governing their composition, the employees, through the BSU Faculty Club, shall be represented as member in all committees or similar bodies of the BSU, including special or adhoc committees which may be subsequently formed, which affect the interest and welfare of the BSU Employees, such as but not limited to:

1. PRAISE,
2. University Business Affairs Committee (as observer)
3. Human Resource Management - Personnel Selection Board (HRM-PSB)
4. Human Resource and Development Committee (HRDC),
5. Budget Committee
6. Grievance Committee, Performance, Performance Management Team (PMT),
7. Housing,
8. Decorum & Investigation,
9. NBC 461 Evaluation Committee,
10. Administrative Council

As such, the official representative shall be issued the proper designation by the UNIVERSITY.

Section 2. The BSU FACULTY CLUB, shall inform the UNIVERSITY in writing the names of representative/s officially designated by said body as well as their functions and duties or any changes of such representative/s within ten days from the issuance of their official designations.

Section 3. The BSU FACULTY CLUB, may recommend amendments to existing policies of the UNIVERSITY and to propose new ones that will improve the UNIVERSITY and its community while boosting morale of the employees.

Section 4. The BSU FACULTY CLUB, shall be allowed the opportunity to present to the UNIVERSITY, for evaluation and endorsement, economic projects and income-generating activities that will redound to the benefit of its members, provided that these are not contrary to laws, morals, public order, public policy or University, accounting and auditing rules and guidelines nor these do not contravene or run counter any business activities of the University.

#### ARTICLE V EFFICIENT UTILIZATION OF HUMAN RESOURCE AND DEVELOPMENT

Section 1. The UNIVERSITY shall include human resource development and training programs charged against the Human Resource Development Program fund which will promote morale, efficiency, integrity, responsiveness, progressiveness, courtesy, nationalism and patriotism in the civil service. Such trainings shall be consistent with the rules and regulations issued by the CSC for the purpose. The University, through the HRMO, shall formulate operational guidelines on the following:



Section 1.1. Reduction or solution for human resource problems on tardiness and absenteeism. The Human Resource Management Office (HRMO), Human resource Development Office (HRDO) and other concerned University offices, in coordination with the BSU EMPLOYEES, shall formulate a scheme to identify employees who are frequently tardy and/or absent and provide humane resolution in order to address their concerns affecting their work attendance, such as but not limited to adoption of flexi-time and such other arrangements allowed under applicable CSC policies.

Section 1.2. Wearing of office/university uniform. In the provision of clothing allowance/uniform, management shall identify the appropriate uniform of employees taking into consideration the nature of their work and their place of station.

Section 1.3. Initiative to prevent graft and corruption. The HRDO shall conduct at least semi-annual seminars regarding prevention of graft and corruption in the workplace and such other related concerns and issues. The seminars shall include updates on policies, benefits, legal issuances and budget.

Section 1.4. Reduction of delay in official transactions. The University shall establish policies for the promotion of the use of electronic mail, social media and other electronic means in inter and intra-agency transactions, and adopt feasible means and strategies to reduce delay in official processes and to promote efficient and accelerated processing of official transactions.

Section 1.5. Efficient use of University Internet Services. The University shall establish policies for the use of social media for official purpose and limit or eradicate its use for personal purposes.

Section 1.6. The University shall enhance positive public service values, moral renewal and strengthen integrity.

Section 2. Policies relating to scholarships and thesis/dissertations and other forms of assistance for BSU Employees shall remain in effect and further expanded at least once during the lifetime of this CNA, and shall be widely disseminated.

Section 3. The UNIVERSITY shall provide full tuition fee discount for PERMANENT BSU employees who shall enroll in the Graduate School and Open University in Benguet State University, in degrees or courses along their line of expertise/specialization, teaching assignments or relevant work, pursuant to the Human Resources Development Plan. Provided, further that the employee has complied with the requirements of the University.

Section 4. The UNIVERSITY shall consult the BSU FACULTY CLUB regarding reorganization or internal restructuring involving the creation, abolition, reclassification, or upgrading of positions.

Section 5. The UNIVERSITY and BSU FACULTY CLUB shall coordinate relative to the conduct of an annual seminar on public sector unionism and other seminars for personnel development and improvement of service delivery in the University. The BSU EMPLOYEES shall provide the necessary resources to ensure the success of said undertaking considering that the purpose of such is to enlighten the members of their rights, obligations and responsibilities.

ARTICLE VI  
HEALTH AND SAFETY

Section 1. To ensure the preventive and curative health services are available to the employees, the UNIVERSITY shall cause the conduct of free annual medical and physical examination for all employees, subject to accounting and auditing rules and regulations. The examination shall include, as best as possible, neuro-psychological test, x-rays. Electrocardiogram (ECG), blood examination, urinalysis, fecalysis, pap smear, ultra sound, drug test, mammography, 2-D echo, colonoscopy, prostrate and other relevant tests.

In consonance thereto, the available laboratory services of the University shall be used and the same shall be conducted/administered by the University Medical Services.

Section 2. The UNIVERSITY shall ensure the availment of benefits provided for under CSC MC No. 25, s. 2010 dated December 1, 2010 on the "*Guidelines on the Availment of the Special Leave Benefits for Women under RA 9710*", and such other benefits allowable under applicable and existing laws, rules, and regulations;

Section 3. The UNIVERSITY shall provide regular trainings for disaster preparedness, safety and emergency medical services.

Section 4. The BSU FACULTY CLUB shall be represented in the BSU Disaster Coordinating Committee by the Faculty Club President.

Section 5. The BSU FACULTY CLUB shall be allowed to utilize UNIVERSITY facilities for wellness activities, subject to applicable University policies. The UNIVERSITY shall allocate two (2) hours per week exclusively for wellness activities provided that work and classes are not disrupted.

ARTICLE VII  
GRIEVANCE MACHINERY AND DISPUTE RESOLUTION

Section 1. To strengthen good relationships between and among employees and university officials thereby fostering productivity of every employee, the UNIVERSITY shall ensure that a GRIEVANCE MACHINERY is operational and that employees with a grievance against a fellow employee or official, shall have their issues through this mechanism. Such will be in accordance with CSC MC 2, series of 2001 and other related or subsequent issuances.

Section 2. Grievances that shall be entertained shall be those that arise from the following:

- 2.1. Non-implementation of policies, practices and procedures on economic and financial issues and other terms and conditions of employment fixed by law including salaries, incentives, working hours, leave benefits and other related terms and conditions;
- 2.2. Non-implementation of policies, practices and procedures which affect employees from recruitment to promotion, detail, transfer, retirement, termination, lay-off and other related issues that affect them;
- 2.3. Physical working conditions;
- 2.4. Interpersonal relationships and linkages;
- 2.5. Protest on appointment and other personnel actions; and
- 2.6. All other matters giving rise to employee dissatisfaction and discontentment.

2.7. Any dispute anent the assessment of agency fee or similar issue involving a non-member of the FACULTY CLUB in relation to the CNA incentive (PSLMC Res. No. 15, s. 2013).

Section 3. The following basic policies shall be adopted:

- 3.1. All grievances shall be resolved expeditiously at all times at the lowest level possible. Grievances not settled at the lowest level shall be presented step by step following hierarchy of positions;
- 3.2. Aggrieved party shall be assured freedom from coercion, discrimination, reprisal and biased actions on the grievance;
- 3.3. Grievance proceedings shall not be bound by legal rules and technicalities. Even verbal grievances should be acted upon expeditiously. Services of a legal counsel shall not be allowed.
- 3.4. Only permanent officials or employees are to be appointed as members of the Grievance Committee which shall be formulated on the bases of integrity, probity, sincerity and credibility. The President shall ensure equal representation of men and women in the committee.
- 3.5. Separate Grievance Committees shall be formed in each of the campuses.
- 3.6. Officials who refuse to take action on grievance brought to their attention within 10 working days and render a decision within five (5) working days after investigation, shall be liable to neglect of duty in accordance with existing civil service laws, rules and regulations.
- 3.7. The HRMO in coordination with the Grievance Committee and other concerned units shall ensure continuous information drive on the grievance machinery among its officials and employees;
- 3.8. A grievance can only be elevated to the Civil Service Commission by the unit concerned after final action has been undertaken in the university through a Certification on Final Action on the Grievance (CFAG) which contains among others the history and final action taken by the agency.
- 3.9. Cases not covered by the grievance mechanism such as disciplinary cases to be resolved under the URRACCS, sexual harassment and union-related issues and concerns shall be brought to appropriate committees of the university.

Section 4. Subject to applicable rules and regulations, the procedure for grievance resolution at any level in the university shall be as follows:

- 4.1. Aggrieved party informs his/her immediate supervisor verbally or in writing using forms at the Human Resource Management Office. If not acted upon during the prescribed period, aggrieved party may elevate to the next higher supervisor copy furnished the BSU FACULTY CLUB, or if not applicable, to the Grievance Committee.
- 4.2. Immediate supervisor informs aggrieved party of the corresponding action in 3 working days.
- 4.3. If unsatisfied with the decision, aggrieved party submits to the next higher supervisor his/her grievance in writing. Decision shall be made and the aggrieved party informed within 5 working days.
- 4.4. If still unsatisfied, the aggrieved party may submit to the Grievance Committee in writing upon receipt of decision of next higher supervisor. Grievance Committee may conduct hearing and inform the aggrieved party of the decision within 15 working days.
- 4.5. If not satisfied, the aggrieved party may still elevate the Grievance Committee decision to the University President within five (5) working days.

The University President shall render decision and the aggrieved party informed within 10 working days.

4.6. All decisions should be relayed to the aggrieved party in writing.

Section 5. The UNIVERSITY shall ensure that the GRIEVANCE MACHINERY is valid and current through a semi-annual review for possible amendments and that such is submitted and approved by the Civil Service Commission.

Section 6. The Grievance Committee shall ensure adherence to CSC requirements.

## ARTICLE VIII WORKING HOURS AND OVERTIME SERVICES

Section 1. The University and its employees shall evolve a dynamic system for the adoption of a "Compressed Work Week" schedule favorable to all sectors of the University. Provided that such agreed schedule shall be in accordance to existing Civil Service Laws, Rules and Regulations.

That the above consideration will provide quality time of the employee with his/her family, personal development and rest from the work environment, which will improve his/her attitude and physical condition in the workplace and thus contribute to the vision and mission of the University towards excellence.

In recognition of the variable time schedule of the teaching personnel including but not limited to gliding and flexible work hours, the Deans and/or Officer-in-charge of the Colleges or Departments shall be responsible for monitoring their respective teaching personnel with focus on promoting professionalism and commitment to service with the end in view of continually improving performance.

Section 2. The UNIVERSITY shall adopt the flexible working hours such that officials and employees shall render service of not less than 40 hours a week for five days, exclusive of time for lunch. The University shall issue an internal policy on Flexible Working Hours in consonance with CSC MC No. 25, S. 2019 and related issuances.

Section 3. Alternative work scheme may be adopted in cases of public health emergency either at the local or national level. Only very essential services shall be allowed as skeleton force and will be scheduled on a rotation basis.

Section 4. The UNIVERSITY President may suspend work for teachers during Teachers' Day.

Section 5. Allowable overtime/overload services rendered shall be appropriately compensated and/or be converted to service credits or compensatory day-off in lieu of overtime pay must be strictly observed in accordance with university policies and existing government laws, rules, and regulations.

Section 6. The Faculty Club President/Regent shall be given an equivalent teaching load of six (6) units during his/her incumbency and shall be on Vacation-Sick Leave (VSL) status starting on the semester of assumption of office.

Section 7. Officer/s of the Faculty Club or any member of the union who render/s overtime work in order to accomplish union-related tasks/mandates shall be given

compensatory time-off, provided the procedure governing overtime work in the University is complied with.

## ARTICLE IX COST-CUTTING MEASURES/IMPROVEMENTS

Section 1. The UNIVERSITY and the BSU FACULTY CLUB, shall jointly uphold effectiveness and efficiency in the delivery of quality services to clients in the university. In return, the UNIVERSITY shall ensure that incentives shall be given on account of savings generated from cost-cutting measures pursuant to applicable Budget Circulars.

Section 2. The following basic policies shall be adopted:

- 2.1. The UNIVERSITY shall ensure that built-in efficiencies in applicable procurement laws shall be resorted to including but not limited to the following
  - a. No procurement shall be undertaken unless it is in accordance with the Annual Procurement Plan (APP).
  - b. All procurements shall be judiciously and meticulously planned by end-user units and the procurement unit of the university such that only those actually needed by the unit will be purchased.
  - c. Whenever possible, bulk purchases shall be encouraged to allow the university to take advantage of lower prices due to volume.
  - d. Continuous review and appropriate amendment of the APP shall be appropriately adhered to.
- 2.2. Units of the university shall incorporate in their work standard procedures to ensure savings from items mentioned in applicable budget circulars.
- 2.3. The university shall ensure continuous review of the cost-cutting measures and that employees shall continuously support these measures.

Section 3. Specific cost-cutting measures to be observed shall include but not limited to the following:

**3.1. Travelling expenses** – Use of motor vehicles and consumption of fuel shall be regulated such as management of vehicles shall be centralized at the Motor pool; and request of fuel from the supplier shall be regulated by checking the distance of travel, area to be mowed or irrigated before approval of withdrawal slip.

“Car-pooling” shall be applied and documented; employees attending meetings/seminars/extensions in the same venue shall use the same vehicle; lone or two employees attending meeting/seminar/extensions are advised to commute except if the destination is a far-flung area and there is no/scarce access to public transportation and other similar means of transportation.

**3.2. Communication expenses** – Efficient use of communication devices and use of e-mail instead of fax for sending documents shall be observed.

**3.3. Repairs and Maintenance** – Recycling of old/used construction materials; re-use of old but serviceable fixtures/fittings dismantled from other buildings; repair/modification of defective furniture such as chairs, tables and shelves, etc. to be

used by the different Units instead of fabricating new ones; use of confiscated lumber from illegal loggers within BSU land area for furniture/s needed by the different Units and such other practical means of recycling for optimum use of materials shall be observed. As such, all discarded materials and equipment, unaltered and complete, shall be surrendered to the University Supply Office for inventory and appropriate disposal.

**3.4. Transportation and Delivery expenses** – Regulation of request of fuel in the transportation of goods/merchandise, to and from the destination shall be observed.

**3.5. Supplies and Materials** – Issuance of supplies and materials to Units shall be based on actual need; use of black ink and recycled bond paper for internal communications is encouraged; reports for consolidation purposes shall be forwarded to concerned Unit through e-mail or ~~and~~ other electronic means. Where hard copies of documents are required, the number copies of such printed documents shall be kept at a minimum number.

The university shall adopt measures in promoting the electronic transactions in lieu of traditional use of printed materials, during conferences and meetings to reduce paper and ink use.

**3.6. Utility expenses** – Efficient utilization of energy and consumption of water shall be observed.

**3.6.a. Energy utilization** - use of LED lights, computer monitors; regular reminders to building in-charge, utility workers and teachers to switch-off lights in classrooms and buildings which are not being used and to unplug equipment/s in laboratory rooms and offices after class hours and/or office hours; and

**3.6.b. Water Consumption** – regular monitoring of water leakage and if any, report the same to the General Services Office (GSO); provision of water storage containers like tanks, drums etc. in comfort rooms and similar means of conserving water.

**3.7. Publication** – These shall include maximization of electronic platforms such as e-mail, BSU gatekeeper and social media, and prioritization and limitation of number of tarpaulin printing or other printed media, among others.

Section 4. The UNIVERSITY President shall create/remind the Joint UNIVERSITY and BSU FACULTY CLUB Committee on Cost-Cutting Measures created and chaired by the CAO – Administration that shall be responsible in the ensuring dissemination, monitoring and consolidation of needed reports of the cost-cutting measures of the University.

Within the first month of the fiscal year, said committee shall meet to review as well as augment the cost-cutting measures which will then be disseminated to all heads of offices/colleges/institutes/departments on or before the end of January to ensure conformance and proper documentation of measures. All meetings should be properly documented.

Section 5. **Deliverable.** To be entitled to CNA Incentives, the BSU Faculty Club in coordination with the concerned offices shall submit the following:

5.1 Accomplishment Report showing that it should have accomplished by September 30, 2021, atleast an average of 70% of all the targets for all the organizational outcomes/performance indicators under their respective FY 2021

budget approved by Congress, or the approved FY 2021 Corporate Operating Budget (COB), whichever is applicable.

5.2 Accountability Report as of September 30, 2021 pursuant to Commission on Audit (COA)-DBM Joint Circular No. 2014-1 dated July 2, 2014, as amended by COA-DBM JC No. 2019-1 dated January 1, 2019.

5.3 Reports of the cost-cutting measures of the University, including minutes of meeting taken by the concerned committee.

The documents enumerated above may vary for the subsequent years depending on the subsequent issuances of the DBM.

## ARTICLE X GENERAL PROVISIONS

Section 1. This agreement shall take effect immediately upon signing by the BSU FACULTY CLUB and the UNIVERSITY and shall remain in effect within three (3) years as its economic life.

Section 2. In case of amendments to this agreement, a General Assembly shall be called for the purpose of ratifying such changes made. A simple majority vote by the BSU FACULTY CLUB shall be sufficient to ratify the same.

Section 3. Should there be a need to specify proposals, amendments or negotiations for new terms and conditions, the proposing party shall submit to the other a written notice at least fifteen (15) days prior to a date of intended meeting convened for the consideration of the submission.

Section 4. The parties agree to exert all efforts for a peaceful resolution of all and any disputes that may arise from the implementation of this agreement exploring all alternative means of conflict resolution other than litigation.

Section 5. Should there be any provision of this agreement found by competent authorities to be contrary to law, the same shall not render the entire agreement ineffective nor affect the enforcement and application of its other unaffected provisions.

Section 6. The official publication of the UNIVERSITY, which is SHAMAG or the BSU Website and posting in conspicuous places in the University shall be used to disseminate this agreement. Social media of university offices and employee groups shall also be maximized.

Section 7. Gross violation of the economic provisions of this CNA shall be actionable in a forum with appropriate jurisdiction.

## ARTICLE XI ENTIRETY AND MODIFICATION CLAUSE

Section 1. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified, supplemented or

amended in any respect except by written instrument executed by all parties subject to approval of concerned government agencies.

### ARTICLE XII SEPARABILITY CLAUSE

Section 1. If any provision, section, or part of this agreement shall be declared unconstitutional or inconsistent, such judgment shall not affect, invalidate or impair any other provisions, sections or parts hereof, but shall be merely confined to the provision, section, or part thereof that is directly involved in the issue upon which such judgment has been rendered.

### ARTICLE XIII EFFECTIVITY

Section 1. Pursuant to PSLMC Resolution No. 02, s. 2007, this CNA shall take effect upon signing by the parties and ratification by majority of the rank-and-file employees of the negotiating unit. The duration of this Agreement shall be three (3) years.

IN WITNESS WHEREOF, the parties acting through their authorized representatives, hereunto set their hands this 26 day of MAR 2021 at BAGUIO CITY Philippines.

Benguet State University

By: \_\_\_\_\_

**FELIPE SALAING COMILA**  
University President

BSU Faculty Club

By: \_\_\_\_\_

**HARLAND GARY B. PAWID**  
President  
Faculty Club, Inc.

### Signed in the Presence of:

**ALLAN C. SACPA**  
Vice President for Administration and Finance

**JULIE B. VELASCO**  
Vice President  
Faculty Club, Inc.

### ACKNOWLEDGEMENT

Republic of the Philippines )  
BAGUIO CITY ) S.s.

**BEFORE ME**, a notary public, for and in BAGUIO CITY, personally appeared **FELIPE SALAING COMILA** and **HARLAND GARY B. PAWID** who presented to me a competent evidence of their identity namely: BSU Employee ID #\_\_\_\_\_, respectively.

Who is known to me and to me known to be the same person who executed this Collective Negotiation Agreement and acknowledged to me that the same is their free act and voluntary act and deed. This instrument, consisting of fourteen (14) pages including this page which this acknowledgement was written has been signed on every page thereof by both parties and their witnesses and sealed with my notary's seal.

WITNESS MY HAND AND SEAL this MAY 06 2021 at BAGUIO CITY Philippines.