

CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 3848

Pursuant to Executive Order No. 180 (1987)
and its Implementing Rules and Regulations,
the Collective Negotiation Agreement between the

BENGUET STATE UNIVERSITY FACULTY CLUB

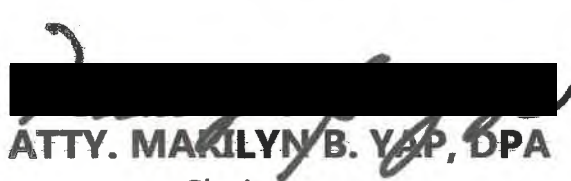
and the

BENGUET STATE UNIVERSITY

BSU Campus, La Trinidad, Benguet

having complied with the prescribed requirements, is hereby
registered and is binding between the parties from

22 April 2026 to 21 April 2030.


ATTY. MAKILYN B. YAP, DPA
Chairperson

Attested by:


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



COLLECTIVE NEGOTIATION AGREEMENT (BSU and BSU EMPLOYEES)

KNOW ALL MEN BY THESE PRESENTS:

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

BENGUET STATE UNIVERSITY (BSU), a public educational institution established and existing under the laws of the Republic of the Philippines, having principal office at La Trinidad, Benguet, Philippines, now and hereinafter referred to as the **UNIVERSITY** and represented in this agreement by its President, **KENNETH A. LARUAN**, and

BENGUET STATE UNIVERSITY (BSU) FACULTY CLUB INC., representing BSU rank and file – occupying the employment status of regular, contractual, or casual positions rendering services on full-time or part-time basis - 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 2001¹ and accredited with Certificate of Accreditation No. 1077 dated January 10, 2017² with principal office address at BSU, La Trinidad, Benguet, Philippines, hereinafter referred to as the **BSU EMPLOYEES** and represented in this agreement by its President, **IMELDA O. DEGAY**.

WITNESSETH:

WHEREAS, Article III, Sec. 8 and Article IX, B Sec 2(5) of the 1987 Philippine Constitution, Executive Order No. 180 dated June 1, 1987, and its amendments 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** is convinced that the rights of its individual employees can be respected and preserved through the full development and utilization of machinery that could advance and protect their interests. Therefore, it 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 whereby its employees can participate more meaningfully in the management and employment relationships, thus empowering them and ensuring for themselves their dignity, welfare, and security;

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 upon it the right to be certified as the sole representative of the rank-and-file employees. As such, the BSU Faculty Club Inc. is the sole and exclusive bargaining agent for the rank-and-file employees in the **UNIVERSITY** to negotiate with them and to undertake activities not contrary to law, public policy, or public order for the furtherance of the interest of its members;

WHEREAS, the herein parties believe that collective negotiations would create a healthy atmosphere in which better working relations and increased productivity, founded on trust and cooperation, can be cultivated.

WHEREAS, the **UNIVERSITY** and the **BSU EMPLOYEES** have agreed to enter into a collective negotiation agreement for their mutual benefit and attainment of the vision of making the **BENGUET**

¹Attachment A - Certificate of registration No. 909 dated 13 September 2001

²Attachment B - Certificate of Accreditation No. 1077 dated January 10, 2017

STATE UNIVERSITY a premier university in transformative education, innovative research, inclusive extension services, sustainable development, and stewardship of culture and the environment;

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

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. Recognition of Employee Rights. The fundamental rights of all BSU EMPLOYEES to a living wage, security of tenure, personnel and career development, and just and humane conditions of work are fully recognized by the parties. A collective negotiation is vital for a meaningful recognition of these rights.

Section 2. Recognition and Respect for University Rights and Authority. The BSU EMPLOYEES 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. Adherence to Labor Rights and Legal Frameworks. The herein parties adhere to the observance of applicable international and national declarations, policies, laws, rules, and regulations on the right of all workers to self-organization and collective negotiations.

Section 4. Promotion of Harmonious Employee-Management Relations. The herein parties commit themselves to promoting progressive and harmonious employee-management relationships and shall work as partners in delivering efficient, sustainable, accountable, and high-quality public services.

Section 5. Employee participation and representation. The realization of the objectives being a shared responsibility of the parties, both parties recognize the significance of the representation of the EMPLOYEES 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.

Section 6. University Commitment to Employee Welfare. The UNIVERSITY, through its various sectors, shall implement all approved academic, administrative, research, and extension policies. Through the HRMO and HRDO, all efforts must be made to improve employees' welfare at present and in the future.

ARTICLE II COVERAGE AND SCOPE OF REPRESENTATION

Section 1. Coverage of Representation: The BSU Faculty Club Inc. represents all rank-and-file employees of Benguet State University except those whose work engagements are classified as Job Order or Contract of Service, as law requires.

Section 2. Scope of Representation: Representation covers all matters affecting employee welfare, benefits, grievances, rights, and interests.

ARTICLE III RECOGNITION AND SECURITY

Section 1. Sole and Exclusive Negotiating Representative. The UNIVERSITY recognizes the BSU Faculty Club Inc. as the sole and exclusive negotiating representative 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.

Section 2. Representation in Employee Matters. The UNIVERSITY shall deal with the BSU EMPLOYEES as represented by the BSU Faculty Club Inc. on all matters and issues affecting and pertaining to employee welfare, benefits, grievances, rights, and interests.

Section 3. Official Time for Organizational Activities. The UNIVERSITY shall allow travel on official business or time for officers and members of the BSU Employees 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 with due notices, provided that public service is not prejudiced.

Section 4. Employee Participation in University Committees. The BSU EMPLOYEES who sit as employees' association representatives in the university's different committees are considered to be on official business while performing their functions as such. This is with the understanding that the primary purpose of attendance at such committees is to promote public service.

Section 5. Facilities, Vehicles, and Lodging:

5.a. Office space. The UNIVERSITY shall provide an office space for the BSU EMPLOYEES to be used exclusively for the official functions of the employees and the associations;

5.b. Free use of facility. The UNIVERSITY shall allow the use of UNIVERSITY facilities free of charge for official functions of the employees and their associations;

5.c. Bulletin Board. The UNIVERSITY shall provide the BSU EMPLOYEES with a designated bulletin board within the university and the BSU Faculty Club Inc. office for official notices, updates, and information dissemination, provided such notices are professional and not derogatory or libelous. The BSU EMPLOYEES shall maintain the bulletin board in good condition;

5.d. Access to Employee Welfare Facilities. The UNIVERSITY may provide space or mechanisms to support or make the "Botika ng Bayan" more accessible to employees and make the PX Mart, which sells affordable commodities to employees, accessible, including the provision of its seed fund pursuant to Memorandum Circular No. 174 dated May 13, 2009, issued by the Office of the President of the Philippines;

5.e. Free Vehicle Use. The UNIVERSITY shall allow the use of its service vehicles for official employee travel, subject to the usual university policies for official functions related to the organization and employee welfare;

5.f. Free Lodging or Sleeping Quarters. The UNIVERSITY shall afford lodging or sleeping quarters free of charge to employees, officers, and members from external campuses when attending official meetings or functions in other campuses.

Section 6. Protection of Organizational Rights. The right of the employees to self-organize shall enjoy full protection by the University, viz.:

6.a. Non-Discrimination Based on Organizational Membership. Government 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 shall their employment be subject to a condition that they shall not join or shall relinquish their membership in such organizations.

6.b. Non-Interference in Employee Organization Affairs. The UNIVERSITY shall not interfere in the establishment, functioning, or administration of government employee organizations through acts designed to place such organization under the control of government authority. Thus, upon oath of office, the UNIVERSITY shall recognize the officers in all committees, the Board of Regents, and all transactions.

**ARTICLE IV
RIGHTS, BENEFITS, AND PRIVILEGES OF BOTH PARTIES**

Section 1. Employment Rights and Benefits. Employees shall enjoy all the rights and benefits pertaining to the conditions of employment. Employees shall perform their respective duties and responsibilities with utmost efficiency and effectiveness as contained in applicable laws, rules, and regulations.

Section 2. Employee Safety, Protection and Observation of Occupational Health and Safety Standards by Employees. The UNIVERSITY shall make provisions to ensure the safety and protection of

all employees, including protective equipment, a first-aid kit accessible to all offices, and time-off from work for employees affected by or at high risk of calamities. Conversely, employees shall observe measures in accordance with the standards of occupational health and safety.

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

Section 3. Employee Discounts and Use of University Facilities. Within the first six (6) months of the effectivity of this CNA, the UNIVERSITY and BSU EMPLOYEES shall establish the following:

3.1. Loyalty Rewards program. BSU EMPLOYEES may redeem for discounts, freebies, or perks, by reason of their repeat business, brand loyalty and promotion of BSU products.

3.2. University Facilities Discount. BSU EMPLOYEES patronizing the use of BSU facilities are entitled to receive a 25% discount on facility rentals. BSU EMPLOYEES shall, at all times, observe the upkeep of the facilities.

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 EMPLOYEES and the UNIVERSITY. The employees shall ensure the upkeep of the facilities.

Section 4. CNA Incentive, eligibility, and conditions: The UNIVERSITY shall grant to each personnel a yearly CNA cash incentive, subject to the existing rules and regulations governing the grant of CNA. On or before the start of the last quarter of each year, the officers of the BSU Faculty Club Inc. shall formally request the University for the release of the cash incentive. The University President, or his/her duly authorized representative/s, together with the BSU Faculty Club Inc. officers, shall meet to assess the University's financial status and determine the availability of funds for the payment of the CNA incentive. The results of this assessment shall be duly documented and signed by both parties and shall serve as a required attachment in the processing of the CNA incentive.

The CNA incentive shall be granted to all BSU employees occupying regular, contractual, or casual positions rendering services on full-time or part-time basis, as allowed under governing laws, rules and regulations for CNA.

Section 5. Clothing Allowance, Uniform Selection, and Wearing of Uniforms. Clothing allowance may be given in cash, or as may be authorized by law. Employees shall strictly observe policies on wearing of uniforms as may be provided by applicable regulations. Should uniform grant be in kind, the UNIVERSITY shall involve the BSU Employees in the selection of uniform fabric and design.

Section 6. Loyalty and Retirement Recognition. Pursuant to the agency's enhanced Program on Awards and Incentives and applicable CSC rules and regulations, retiring employees shall be given a cash award adopting the Civil Service Loyalty Incentive in addition to tokens given in kind.

Section 7. Monitoring and Information Updates. There should be an annual evaluation of the compliance on the terms and conditions of the CNA, organized by the concerned university offices in coordination with the BSU Employees.

Section 8. Negotiation for Additional Employee Benefits. The UNIVERSITY and the BSU EMPLOYEES 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.

Section 9. Educational Privileges for Children of Employees. Qualified children of BSU Employees shall be admitted for Nursery/Kinder, Grade 1 and Grade 7 levels based on allowable quotas subject to the payment of all required fees.

Section 10. Legal Assistance and Representation for Employees. The University shall provide legal assistance to an employee in any of the following instances:

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

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

ARTICLE V SHARED RESPONSIBILITIES AND ACCOUNTABILITIES OF THE UNIVERSITY AND BSU EMPLOYEES

Section 1. Common Responsibility of the Parties: Consonant with the principle of shared responsibility and employee empowerment, the UNIVERSITY and the BSU EMPLOYEES agree to extend mutual cooperation and assistance to each other and exert their best efforts to ensure that the provisions of this Agreement are faithfully carried out without prejudice to their respective rights and interests. The BSU EMPLOYEES is a recognized partner of management in policy formulation, implementation, and monitoring on matters affecting their welfare, benefits, and working conditions.

Section 2: Employee Representation, Participation in University Governance and Accountability: With due regard to existing rules and regulations governing committee composition, the BSU Employees shall be represented as members in university committees where employee representative is not expressly provided by law or regulations. The official representatives of the BSU Employees shall be given designation by the UNIVERSITY. The employee representatives shall be bound by the same accountabilities applicable to other members, and shall actively participate in committee deliberations and decisions, ensuring that employee perspectives, welfare, and interests are considered in the formulation, implementation, and monitoring of University policies and programs.

Section 3. Designation and Substitution of Representatives: The BSU EMPLOYEES shall inform the UNIVERSITY in writing of their official representatives. Any change or substitution shall be communicated to the University in writing.

Section 4. Policy Recommendations: The BSU EMPLOYEES may recommend amendments to existing University policies and propose new policies aimed at enhancing the University and its community while promoting employee welfare and morale through the Office of the President.

Section 5. Economic Projects and Income-Generating Activities: In furtherance of their role as partners in university development, recognized BSU Employees Association shall be given priority in economic projects and income-generating activities of the University. Such endeavors shall comply with applicable laws, morals, public order, public policy, University accounting and auditing rules, and shall not conflict with the University's existing business activities.

Section 6. Non-Discrimination. The UNIVERSITY and the BSU EMPLOYEES affirm their commitment to implement this Agreement without discrimination as to race, creed, color, sex, gender, marital status, age, political or religious affiliation, consistent with applicable laws and CSC rules.

ARTICLE VI RECRUITMENT, PLACEMENT, HUMAN RESOURCE, AND CAREER DEVELOPMENT

Section 1. Recruitment: BSU EMPLOYEES through their authorized representatives, shall enjoy transparency in all recruitment-related processes, ensuring meritocracy, and equal opportunity for all applicants. Recruitment efforts shall comply with applicable Civil Service rules, University policies, and existing public-sector hiring guidelines.

Section 2. Placement: BSU EMPLOYEES through their authorized representatives, shall be consulted regarding reorganization or internal restructuring involving the creation, abolition, reclassification, or upgrading of positions. Placement decisions shall be guided by competence, qualifications, and alignment with organizational goals.

Section 3. Human Development: Human resource development and training programs shall be included in university programs to promote morale, efficiency, integrity, responsiveness, progressiveness, courtesy, as well as nationalism and patriotism in the civil service which shall not be limited to the current function of the employee but must consider a broader concept on succession plan and career path development. Such trainings shall be consistent with the rules and regulations issued by the CSC for the purpose.

Section 3.a. Reduction or cure for human resource problems on tardiness and absenteeism. The Human Resource Management Office (HRMO), in coordination with the BSU EMPLOYEES, shall formulate a scheme to identify employees who are frequently tardy and/or

absent and provide a humane resolution to address concerns affecting their attendance to work. This method of addressing concerns involves providing these employees with flexible time and other applicable CSC policies on work hours. The BSU Employees Associations shall actively participate in efforts undertaken to address the reduction of tardiness and absenteeism.

Section 3.b. An initiative in the prevention of graft and corruption. The HRDO shall conduct and the BSU EMPLOYEES must participate in at least one (1) annual seminar regarding the prevention of graft and corruption in the workplace and such related concerns and issues. The seminar shall include updates on policies, benefits, and budget.

Section 3.c. Reduce delay in official office transactions. The BSU EMPLOYEES shall comply with policies on the use of social media that minimizes, if not eliminates, personal use of the University's internet services.

Section 3.d. Technological Adaptation and Training. Cognizant of rapid technological advancements, the UNIVERSITY may adopt measures to promote greater efficiency and productivity and BSU EMPLOYEES shall embrace these technological advances. Faculty members and employees who may be imperiled or displaced as a result of these changes shall be provided with preferential training and development opportunities to help them cope with and adapt to new technologies. In cases of urgent necessity, a qualified person may be hired to meet immediate needs.

Section 4. Career Development: The UNIVERSITY, in partnership with the BSU EMPLOYEES, shall implement programs and initiatives that promote the continuous professional growth, advancement, and empowerment of employees through educational opportunities, training, and capacity-building activities designed to enhance efficiency and service excellence.

Section 4.1. Free Tuition. BSU employees enrolled at the Advanced Studies and Open University in Benguet State University, along their line of expertise/specialization, and teaching assignments or relevant work are entitled to a free tuition, except Other School Fees, which degree must be completed within the prescribed program residency period. Provided, further, that the employee has complied with the requirements.

Section 4.2. Personnel Development and Union Awareness Seminars. The UNIVERSITY and BSU EMPLOYEES shall coordinate to conduct an annual seminar on public sector unionism and other seminars that enhance personnel development and improve services rendered to 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 VII HEALTH AND SAFETY

Section 1. Preventive and Curative Health Services. To ensure the availability of preventive and curative health services for all employees, the UNIVERSITY shall allocate funds for the conduct of free annual medical and physical examinations. The examination shall include, as best as possible, neuropsychological tests, X-rays, electrocardiogram (ECG), blood test, urinalysis, fecalysis, Pap smear, ultrasound, drug test, mammography, 2D echo, colonoscopy, prostate examination, and other relevant tests. In consonance thereto, the available laboratory services of the UNIVERSITY shall be utilized and administered by the University Medical Services.

Section 2. Health Benefits for Women. Women entitlement to benefits as provided by law shall be strictly observed;

Section 3. Disaster Preparedness and Safety. The UNIVERSITY shall regularly conduct training and capacity-building activities on disaster management, occupational safety, and emergency medical response for employees. In the event of threats to lives and limbs brought about by natural calamities, the UNIVERSITY shall suspend work for such hours or days as may be deemed necessary upon recommendation of the appropriate risk reduction and management committee of the University.

Section 4. Representation in the Security and Safety Committee. The BSU EMPLOYEES shall be represented in any committee involving security and safety.

Section 5. Wellness Program. The UNIVERSITY shall allow all employees a minimum of two (2) hours per week on official time to be devoted exclusively for wellness activities, provided that work and classes are not adversely affected. To promote employees' physical and mental well-being, UNIVERSITY facilities may be used to maximize wellness activities.

ARTICLE VIII GRIEVANCE MACHINERY AND DISPUTE RESOLUTION

Section 1. To strengthen good relationships among employees and university officials and thereby foster the productivity of every employee, the UNIVERSITY shall ensure that a GRIEVANCE MACHINERY is operational and that employees with grievances against a fellow employee or official have their issues addressed through this mechanism. Such will be in accordance with appropriate CSC and other 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 that 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 BSU Faculty Club Inc. in relation to the CNA incentive.

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 the 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 formed based on integrity, probity, sincerity, and credibility. The President shall ensure equal representation of men and women in the committees.
- 3.6. Officials who refuse to act on a 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 a continuous information drive on the grievance machinery among its officials and employees;
- 3.8. A grievance can only be elevated to the CSC by the unit concerned after final action has been undertaken in the university through a certification on the final action taken on the grievance, which contains, among others, the history and final action taken by the agency.

Section 4. The procedure for grievance resolution at any level in the university, adopted from the Administrative Manual of Operations, 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, the aggrieved party may elevate to the next higher supervisor, a copy furnished to the BSU EMPLOYEES, or, if not applicable, to the Grievance Committee.

- 4.2. The immediate supervisor informs the aggrieved party of the corresponding action within three working days.
- 4.3. If unsatisfied with the decision, the aggrieved party submits to the next higher supervisor their grievance in writing. The decision shall be made and the aggrieved party informed within five working days.
- 4.4. If still unsatisfied, the aggrieved party may submit to the Grievance Committee in writing upon receipt of the decision of the next higher supervisor. The Grievance Committee may conduct a 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 a decision, and the aggrieved party shall be 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 amendments are submitted and approved by the Civil Service Commission.

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

ARTICLE IX WORKING HOURS AND OVERTIME SERVICES

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

The above consideration will provide quality time for employees with their families, support personal development, and allow rest from the work environment, thereby improving their attitude and physical condition in the workplace and contributing to the University's vision and mission of excellence.

In recognition of the variable 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 a focus on promoting professionalism and commitment to service with the end goal of continually improving performance.

Section 3. Alternative work schemes may be adopted during public health emergencies, at the local or national level.

Section 4. The University President may suspend work for all employees on Teacher's Day and at least one (1) day each on the Foundation Month, and Charter Months of the university.

Section 5. Overtime/overload services rendered shall be appropriately compensated.

Section 6. The BSU Faculty Club Inc. President/Regent shall be given the approved equivalent teaching load during his/her incumbency starting on the semester of assumption of office.

ARTICLE X COST-CUTTING MEASURES/IMPROVEMENTS AND OBLIGATIONS OF EMPLOYEES RELATIVE THERETO

Section 1. The UNIVERSITY and the BSU EMPLOYEES, 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 BSU EMPLOYEES shall ensure judicious and meticulous planning of all procurements. Bulk purchases shall be encouraged to allow the university to take advantage of lower

prices due to volume. As such, continuous review and appropriate revisions shall be made to obtain the most favorable conditions to the government.

Section 3. The BSU EMPLOYEES shall ensure continuous review of the cost-cutting measures, and continuously support these measures. Specific cost-cutting measures to be observed by BSU EMPLOYEES shall include, but not limited to, the following:

3.1. Travelling expenses.

3.1.a. Use of vehicles and consumption of fuel shall be regulated, such that management of vehicles shall be centralized at the Motor pool; and regulate excessive requests for fuel from the supplier by checking the distance of travel, area to be mowed or irrigated before approval of withdrawal slip.

3.1.b. "Car-pooling" shall be applied and documented; employees attending meetings/seminars/extensions or any form of gathering in the same venue or in close proximity shall use the same vehicle;

3.1.c. Lone or two (2) employees attending meetings/seminars/extensions are shall be advised to commute, except if the destination is a far-flung area, requires submission of voluminous reports, there is no/sparse access to public transportation, and other justifiable circumstances;

3.1.d. Whenever possible, electronic means of communication shall be resorted to by BSU EMPLOYEES rather than face-to-face transaction in line with the objectives of minimizing unnecessary use of government time, fuel, vehicles and others;

3.1.e. BSU EMPLOYEES must see to it that all government vehicles under their care are maintained to ensure maximum efficiency and reduce fuel and oil consumption.

3.2. Communication expenses – Messenger, Email and other similar means instead of paid SMS/fax for the communication of documents shall be prioritized.

3.3. Repairs and Maintenance–The following shall be observed:

3.3.a. Recycling of old/used construction materials;

3.3.b. Re-use of old but serviceable fixtures/fittings dismantled from other buildings;

3.3.c. Repair/modification of defective furniture such as chairs, tables and shelves, etc. to be used by the different Units instead of fabricating new ones, whenever practical;

3.3.d. Use of confiscated lumbers from illegal loggers within BSU land area for furniture/s needed by the various Units and such other practical means of recycling for optimum use of materials;

3.3.e. Intensified conduct of regular inspection and preventive maintenance.

3.4. Transportation and Delivery expenses.

3.4.a. Regulation of the request for fuel in the transportation of goods/merchandise and the person (s) assigned in the delivery, to and from the destination;

3.4.b. Use of non-motorized vehicles as a means of transportation shall be resorted to;

3.4.c. Whenever practicable, materials procured must be delivered onsite;

3.4.d. Bulk delivery from the SPMO to the end users.

3.5. Supplies and Materials.

3.5.a. Issuance of supplies and materials to Units shall be based on actual use;

3.5.b. Use of black ink rather than colored ink;

3.5.c. Use of recycled coupon bond for internal communications is encouraged;

3.5.d. Reports for consolidation purposes shall not be printed but shall be forwarded to the concerned Unit through e-mail;

3.5.e. Removal of immaterial logo/marks in all printed communications and reports.

3.5.f. Ensure that all supplies and materials are efficient and practical;

3.5.g. Employees shall prioritize use of electronic copies in lieu of physical paper copies to minimize use of paper and other resources.

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

3.6.a. Energy utilization. BSU employees shall strictly observe the following:

- 3.6.a.1. Use of LED lights instead of incandescent bulbs shall be observed;
- 3.6.a.2. Regular reminders to building in-charge, utility workers, and teachers to switch off lights in classrooms and buildings that are not in use;
- 3.6.a.3. Unplug equipment/s in laboratory rooms and offices after class hours and/or office hours;
- 3.6.a.4. Transition to use of renewable energy, such as solar lights;
- 3.6.a.5. Scheduled and planned overtime of BSU EMPLOYEES to maximize use of light and other resources.

3.6.b. Water Consumption.

- 3.6.b.1. Regular monitoring of water leakage and, if any, report to the General Services Office (GSO) for immediate action;
- 3.6.b.2. Provision of water storage containers like tanks, drums, etc., in comfort rooms and similar means of conserving water;
- 3.6.b.3. Regular monitoring of water utilization and report unauthorized use of water resources;

3.7. Publication – These shall include maximization of internet services such as email, BSU gatekeeper, and social media, and in the Biometrics machine locations, among others

Section 4. The UNIVERSITY President shall create/remind the Joint UNIVERSITY and BSU EMPLOYEES Committee on Cost-Cutting Measures that shall be responsible for ensuring the dissemination, monitoring, and consolidation of the needed reports of the cost-cutting measures of the University.

Within the first month of the fiscal year, the committee shall meet to review and 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 documented appropriately.

ARTICLE XI GENERAL PROVISIONS

Section 1. Effectivity and Duration of Agreement. This agreement shall take effect immediately upon signing by the BSU EMPLOYEES and the UNIVERSITY and shall remain in effect within four (4) years as its economic life.

Section 2. Ratification of Amendments. In the event of amendments to this agreement, a General Assembly shall be convened to ratify such changes. A majority vote by the BSU EMPLOYEES shall be sufficient to ratify the same.

Section 3. Notice of Proposed Amendments or Negotiations. 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 before the date of the intended meeting convened for the consideration of the submission.

Section 4. Peaceful Resolution of Disputes. The parties hereto agree to make every effort toward a peaceful resolution of any disputes arising from the implementation of this agreement, exploring all alternative means of dispute resolution other than litigation.

Section 5. Separability Clause. 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. Publication and Dissemination. 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.

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

Section 8. Campus-wide Applicability. This CNA shall be made applicable to the three (3) campuses of the UNIVERSITY: BSU-La Trinidad, BSU-Bokod, and BSU-Buguias Campuses, and including the Open University.

ARTICLE XII 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 a written instrument executed by all parties, subject to the approval of the concerned government agencies.

ARTICLE XIII SEPARABILITY CLAUSE

Section 1. Suppose any provision, section, or part of this agreement shall be declared unconstitutional or inconsistent. In that case, such judgment shall not affect, invalidate, or impair any other provisions, sections, or parts hereof. Still, it 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 XIV EFFECTIVITY

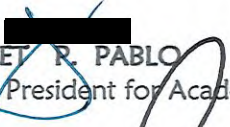
Section 1. This CNA shall take effect upon the parties' signing and ratification by a majority of the rank-and-file employees of the negotiating unit and registration with the CSC. The duration of this Agreement shall be four (4) years.

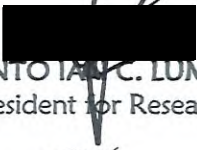
IN WITNESS WHEREOF, the parties acting through their authorized representatives, hereunto set their hands this _____ day of _____, 2025 at BSU, La Trinidad, Benguet, Philippines.

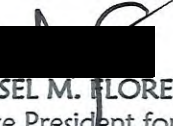
BENGUET STATE UNIVERSITY
By:


KENNETH A. LARUAN.
University President


RICHARD H. KINNUD
Vice President for Administration and Finance


JANET R. PABLO
Vice President for Academic Affairs

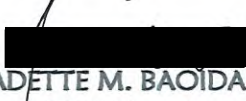

ROSCINTO IAN C. LUMBRES
Vice President for Research and Extension

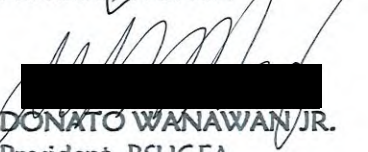

JOSEL M. FLORENTIN
Vice President for Business Affairs

BSU FACULTY CLUB INC.
By:


IMELDA O. DEGAY
President


ESPER L. FELICIANO
Vice President, BSU Faculty Club Inc.


BERNADETTE M. BAOIDANG
President, BSUNTA


DONATO WANAWAN JR.
President, BSUGEA

Signed in the Presence of: