



Republic of the Philippines
Tarlac State University
NON-ACADEMIC STAFF ASSOCIATION
Tarlac City

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COLLECTIVE NEGOTIATION AGREEMENT (CNA) 2023-2026

between

**TARLAC STATE UNIVERSITY (TSU)
ADMINISTRATION**

and

**TARLAC STATE UNIVERSITY -
NON-ACADEMIC STAFF ASSOCIATION
(TSU-NASA)**

Submitted to:

DR. MA. THERESA C. FERNANDEZ
Director IV, Human Resources Relations Office
Civil Service Commission – Central Office
Quezon City, Metro Manila

October 26, 2023

COLLECTIVE NEGOTIATION AGREEMENT

The **TARLAC STATE UNIVERSITY**, a state university duly created by virtue of Republic Act 6764, as amended by Republic Act No. 11695 (otherwise known as the "Revised Tarlac State University Charter"), with office and place of operation at Romulo Boulevard, San Vicente, Tarlac City, represented by its President, **DR. ARNOLD E. VELASCO**, hereinafter referred to as "TSU".

And

The **TARLAC STATE UNIVERSITY - NON-ACADEMIC STAFF ASSOCIATION (TSU-NASA)**, a legitimate labor organization comprising of non-teaching employees, with DOLE-CSC Registration Certificate No. 1709 dated February 5, 2009 and CSC Accreditation Certificate No. 873 dated December 3, 2012, with office address at Tarlac State University, Romulo Boulevard, San Vicente, Tarlac City, represented by its President, **CHERIE LYN F. ONIA**, hereinafter referred to as "TSU-NASA".

WITNESSETH:

Whereas, the 1987 Philippine Constitution and Executive Order No. 180 recognize and guarantee, among others, the rights of government workers to self-organization 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-organizations shall not be denied to government employees; and

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 Commissions (CSC) Memorandum Circular (MC) No. 55, series of 1990: Policy Directions on the Right to Collective Negotiations in the Public Sector, 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;



CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 2880

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

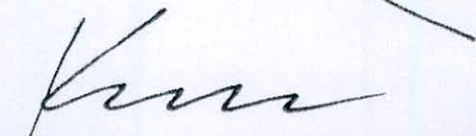
TARLAC STATE UNIVERSITY NON-ACADEMIC STAFF ASSOCIATION (TSU-NASA)

and the

TARLAC STATE UNIVERSITY (TSU)
TSU Main Campus, Romulo Boulevard, Tarlac City

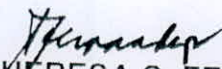
having complied with the prescribed requirements in the abovementioned Rules, is registered by the Commission and is binding between the parties thereof during the period of its effectivity from **August 30, 2023** to **August 29, 2026**.

Issued this 13th day of November 2023 in Quezon City.


ATTY. KARLO A. B. NOGRALES
Chairperson



Attested by:


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



Whereas, the TSU is an academic institution governed by the Board of Regents, as the highest policy making body, as provided by the Revised TSU Charter (RA 11695: An Act Strengthening the Tarlac State University, Providing for the Composition and Powers of Its Governing Board, Prescribing Its Curricular Offerings, and Appropriating Funds Therefor);

Whereas, the TSU-NASA has been proclaimed by the Civil Service Commission as the sole and exclusive negotiating representative of all non-teaching rank-and-file employees of the Tarlac State University;

Whereas, the TSU and the TSU-NASA seek to promote a working environment that is conducive to a harmonious relationship between them, enhance employees' welfare and productivity, and contribute to efficient public service;

Whereas, the TSU and the TSU-NASA now desire to enter into Collective Negotiation Agreement for the purpose of establishment, maintaining and regulating the terms and conditions and employment of the non-teaching employees of the Tarlac State University through the democratic practices compatible with Executive Order No. 180 and its implementing rules and regulations, with the view of facilitating peaceful, fair and just settlement of conflict, differences and grievances that may arise between the parties herein, to guarantee peace and harmony in the spirit of cooperation, equity and justice, and to promote harmony, efficiency and effectivity between the TARLAC STATE UNIVERSITY and TARLAC STATE UNIVERSITY - NON-ACADEMIC STAFF ASSOCIATION for the interest and benefits of the general public and for the attainment of TSU's vision to be a globally competitive university recognized for excellence in sciences and emerging technologies.

NOW, THEREFORE, for and in consideration of the foregoing and the stipulations hereunder set forth, the TSU and the TSU-NASA agree and bind themselves to the provisions of this Collective Negotiation Agreement.

**ARTICLE I
DECLARATION OF PRINCIPLES**

Section 1. The TSU and the TSU-NASA share the vision of attaining global academic excellence and shall be accountable to stakeholders for serving them with the highest professional and ethical standards.

Section 2. The TSU, as a state university, and the TSU-NASA should be accountable to the people, serve them with utmost responsibility and integrity and put the interest of the nation over foreign interests.

Section 3. The TSU and the TSU-NASA adhere to social justice and recognize the basic rights of the rank-and-file non-teaching employees to a just and decent salary, security of tenure, career development, health, wellness, safety and working conditions which enhance academic freedom, excellence and creativity.

Section 4. The TSU and the TSU-NASA shall observe national policies, as well as policies of international organizations that the Philippines has ratified, regarding the right of workers to

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self-organization, collective bargaining and negotiations, and concerted activities, including the right to strike in accordance with law.

Section 5. The TSU and the TSU-NASA shall uphold the democratic rights of the non-teaching employees, which include representation in the planning and formation of University bodies and committees, effective participation in the formulation of policies and programs affecting the rights, career development, welfare and benefits of non-teaching employees, as well as other sectors of the University. It shall also include the process of consultation/involvement of knowing and addressing the sentiments of its constituents before arriving at a decision.

Section 6. The TSU shall not interfere with the establishment, operations and administration of the TSU-NASA, provided it will not adversely affect the administration and operations of the University.

Section 7. The TSU-NASA recognizes and respects the authority of the TSU to implement laws and policies governing the terms and conditions of employment in the University, including the efforts to professionalize the civil service.

Section 8. Definition of terms.

- a. **Administration.** It refers to the President, Vice Presidents, Directors, Assistant Directors, Unit and Section Heads and all other members of the Administrative Council.
- b. **Agency fee.** It refers to a reasonable assessment equivalent to the dues and other fees paid by the TSU-NASA members and is deducted from non-employees' organization members who wish to benefit from the terms of the collective negotiation agreement.
- c. **Collective Negotiation Agreement.** It refers to the negotiated contract between an accredited employees' organization representing a negotiating unit and the employer/management concerning terms and conditions of employment and improvements thereof that are not fixed by law.
- d. **Negotiating Unit.** It shall refer to the active rank-and-file non-teaching employees occupying plantilla items employed by the TSU during the effectivity of this agreement.
- e. **Rank-and-file Employees.** It refers to the employees in the public sector whose functions are neither supervisory, managerial nor confidential. Those are the non-teaching employees who occupy positions in the first and second level.
- f. **TSU-NASA Executive Officers.** It refers to the President, Vice President, Secretary, Treasurer, Assistant Treasurer, Auditor, Business Manager, Public Relations Officer.
- g. **University.** It refers to the Tarlac State University.

**ARTICLE II
SCOPE/COVERAGE**

Section 1. The parties agree that this appropriate CNA shall cover all non-teaching rank and file personnel, employed by TSU, except those specifically excluded by EO 180 relative to its

Implementing Rules and Regulations and other exceptions stipulated in CSC Rules and Regulations.

Section 2. Non-teaching employees who cease to hold supervisory or managerial positions shall immediately become part of the negotiating unit.

**ARTICLE III
ASSOCIATION RECOGNITION AND MEMBERSHIP**

Section 1. The TSU recognizes the TSU-NASA as the sole and exclusive representative of all rank-and-file non-teaching employees at Tarlac State University (TSU).

Section 2. The TSU-NASA shall hold the TSU free from any and all liabilities arising from the legality of the TSU-NASA's assessment of dues and fees as well as the legality of the amount checked-off or deducted from the payroll of the association members.

Section 3. The TSU-NASA also agrees to furnish the TSU a copy of its annual plans and programs, accomplishment report, and internally and externally audited financial reports. Such documents shall also be posted in the bulletin board of the TSU-NASA within the University.

**ARTICLE IV
ASSOCIATION DUES/BUDGETS AND FUNDS**

Section 1. Association Dues/Check Offs. The TSU hereby agrees to continue to deduct from the members of the TSU-NASA through payroll deduction the corresponding association dues and other fees or assessment and other deductions based on the terms of payment approved by the TSU-NASA General Assembly.

Section 2. Agency Fee/Non-Members Dues. The TSU shall deduct an amount equivalent to the TSU-NASA monthly members' dues from the salaries of non-members of the TSU-NASA but are benefited by this agreement.

Section 3. Remittances. Upon receipt of a written authorization from the members of the TSU-NASA, the University shall deduct, through payroll deduction, the corresponding union dues, assessments, fines, and other deductions from the salaries/wages of TSU-NASA member/s based on terms of payment as approved by the General Assembly through the TSU-NASA Executive Officers. All deductions shall be remitted to the TSU-NASA not later than fifteen (15) days after deductions are made.

ARTICLE V
ASSOCIATION REPRESENTATION, RIGHTS AND PRIVILEGES

Section 1. The TSU shall not discriminate against any non-teaching employee by reason of membership in the TSU-NASA, or against any officer or duly authorized representative of the TSU-NASA for acts performed in accordance with law, or pursuant to this agreement.

Section 2. The TSU shall allow the officers and members to perform functions related to the associations' activities and to attend meetings, seminars, workshops, conferences and conventions, subject to the following conditions:

- a. Public service shall be paramount duty and shall not be prejudiced in any way.
- b. Only those authorized in writing by the TSU-NASA President or the Executive Officers shall enjoy the privilege upon prior notice to their immediate supervisors.
- c. There must be prior request with proof of invitations or communications.
- d. Attendance and participation shall be subject to the approval of the University President.

Section 3. The TSU shall provide TSU-NASA adequate office space with the necessary furniture and fixtures, allow the use of machines, office equipment and other facilities subject to existing rules and policies for usual and customary conduct of official and business activities subject to existing rules for austerity measures. The TSU-NASA in return, is responsible for the procurement of common office supplies and materials, maintenance of cleanliness and orderliness of the office, and security of all supplies, materials and equipment.

Section 4. The TSU shall allow the TSU-NASA free use of conference halls and other facilities for its meetings and activities provided that said request is made at least five (5) working days before such TSU-NASA activity.

Section 5. Official business shall be granted by the University to allow TSU-NASA Executive Officers to accomplish representation duties, including meetings, seminars and conferences, subject to the availability of funds. TSU-NASA Executive Officers shall be released from their official duties for the purpose of employee representation in order to enhance labor management relations at all levels.

Section 6. The TSU-NASA shall be allowed the use of bulletin boards in major units/colleges of every campus for communicating with TSU-NASA members. Moreover, the TSU-NASA may also post notices, announcements, news or any other information on other bulletin boards or strategic places in the University as well as Document Management System (DMS) and other social media platforms used by the TSU as authorized by it for the purpose of general information duly signed by the TSU-NASA President or the Executive Officers and approved by the Office of Public Affairs (OPA) of the TSU.

The TSU-NASA agrees that such bulletin boards and general information materials shall not interfere with the normal operations nor prejudicial to the TSU.

Section 7. The TSU through the Office of Human Resource Development and Management (OHRDM) shall furnish the TSU-NASA with a list of new employees who have been issued appointments. In like manner, the TSU shall furnish the TSU-NASA a copy of plantilla positions of non-teaching employees.

Section 8. The TSU, through the OHRDM, shall inform the TSU-NASA of the retirement, resignation or dismissal of employees fifteen (15) days after the filing of notice of such retirement or resignation or before the effective date of dismissal of the employee/s.

Section 9. The TSU and TSU-NASA shall work hand in hand in crafting the Implementing Rules and Regulations in granting step increment to the members who have rendered outstanding performance based in their IPCR in accordance with the CSC-DBM Joint Circular no. 1, s. 2012: Rules and Regulations on the Grant of Step Increment/s Due to Meritorious Performance and Step Increment Due to Length of Service.

Section 10. The TSU shall provide support to the TSU-NASA in the latter's effort to undertake socio-economic projects and income generating activities that will redound to the benefit of the TSU-NASA, its members, and other employees.

Section 11. Changes in Job Requirements. In the event that the TSU undertakes changes in job requirements due to the introduction of new technologies, TSU-NASA members who may be affected by such changes shall be given retooling programs/activities as deemed necessary.

Section 12. The TSU and TSU-NASA shall jointly conduct an orientation activity for newly hired employees relative to the University's/Government's programs, activities, benefits and rules and policies including TSU-NASA's Constitution and By-Laws (CBL) and the provisions of this Agreement.

**ARTICLE VI
PERSONNEL ACTIONS**

Section 1. The TSU-NASA recognizes the authority of the TSU over personnel actions/movements such as hiring, promotion, reassignment, and termination as a result of disciplinary actions, and in establishing policies, office procedures, and rules and regulations. The TSU shall at all times exercise management discretion judiciously and in accordance with law.

Section 2. As much as practicable, the TSU agrees that when there is a need for reassignment due to exigency of service, consultation shall be made between the Unit Heads/Chief of Offices needing additional personnel, the TSU-NASA members to be assigned, and his or her current Unit Head.

Section 3. The TSU shall exert all efforts to achieve an improved, highly efficient and responsive management and workforce for the betterment of its employees without resorting to reorganization.

ARTICLE VII
SHARED RESPONSIBILITY AND ACCOUNTABILITY

Section 1. The TSU shall recognize the TSU-NASA as a partner in evolving a developmental organizational structure for this institution, through representation in relevant Management Committee such as:

- a. Personnel Selection and Promotion Board;
- b. Scholarship Committee;
- c. Grievance Committee;
- d. Socio-Cultural and Sports Committee;
- e. All other working committees created that has to do with non-teaching staff welfare.

Section 2. It shall be a shared responsibility of the TSU and the TSU-NASA to inform the employees regarding the TSU programs, projects and activities for them to realize their importance in the achievement of identified goals and objectives.

Section 3. It shall be a shared responsibility of the TSU and TSU-NASA to adopt workplace quality standards and performance agreements to cover rank-and-file employees.

Section 4. The TSU and the TSU-NASA agree to maintain a well-informed workplace that can be more effective in the discharge of their duties. To this end, the Administration shall continue to conduct periodic forums or as the need arises on matters related to the interest of the members and all non-academic employees.

Section 5. The TSU recognizes the TSU-NASA as a partner of change for the growth, progress and development of the University.

Section 6. Subject to the exigency of the service, the TSU shall allow the TSU-NASA to hold meetings including the following:

- a. General Assembly Meeting every second week of December;
- b. TSU-NASA Officers' Monthly Meeting; and
- c. Special Meeting called by the President or requested by at least three (3) members of the Association whenever necessary.

Section 7. The TSU and the TSU-NASA agree that there shall be no discrimination against any rank-and-file member in relation to manners covered by this agreement on the basis of sex, creed, civil status, sexual orientation, political or religious affiliation or belief and age (other than normal provisions relating to retirement).

Section 8. The TSU-NASA is committed to promote and support the implementation and practice of 5S (Sort, Systematize, Shine, Standardize, and Sustain) and sustainability of the Quality Management System (QMS) Certification, and other Quality Assurance mechanisms.

Section 9. The TSU-NASA shall be a partner of the TSU in promoting teamwork and discipline to attain harmony, professionalism, productivity, and effectiveness and efficiency. The TSU-NASA shall enjoin the non-teaching employees 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. It shall assist the administration to attain punctuality, daily attendance, more effective and prudent use of physical resources and increased productivity.

**ARTICLE VIII
RECRUITMENT, PROMOTION, DISCIPLINE AND TERMINATION OF NON-TEACHING EMPLOYEES**

Section 1. The TSU shall ensure adherence to the recruitment, promotion, and termination policies under existing laws and regulations and policies of the University related to employees. The TSU-NASA shall be involved in the drafting of proposals regarding changes in University policies related to recruitment, promotion and termination of non-teaching employees.

Section 2. The TSU shall inform TSU-NASA regarding any program on reorganization or internal re-structuring involving the creation, abolition, reclassification, or upgrading of positions.

Section 3. The TSU shall institute and implement a regular plan for merit promotion and shall involve the TSU-NASA in the formulation of such plan including all revisions.

Section 4. The TSU shall strive to source out funds for merit promotion.

Section 5. Administrative and Disciplinary Cases. For the purpose of promoting prompt, efficient and just resolution of disciplinary cases against non-teaching employees which could adversely affect the performance of his/her duties, the TSU-NASA shall be represented in all administrative and disciplinary committees.

Section 6. Severance of Employment. Except for voluntary resignation, retirement or expiration of contract or appointment, employment shall be terminated only for just cause and after observance of due process.

**ARTICLE IX
EDUCATIONAL, PROFESSIONAL, SOCIAL AND SPORTS DEVELOPMENT**

Section 1. The TSU shall continue to strengthen the Individual Career Development Plan (ICDP) of all TSU-NASA members. Likewise, the TSU-NASA shall assist the TSU in the formulation and implementation of the ICDP and shall be instrumental in encouraging its members to go on training and education, national skills certification.

Section 2. The TSU shall continue to allow the TSU-NASA members to go on study leave with pay and personal advancement subject to the recommendation of the immediate supervisor and is subject to existing civil service laws, rules and regulations, and other TSU policies.

Section 3. Each TSU-NASA member with plantilla position shall be allowed to undertake two (2) Official Business and two (2) Official Time trainings/workshops, seminars, conferences, or the like every year, or as deemed necessary. The TSU and the TSU-NASA shall jointly assess the need of such undertakings based on the professional needs of the member and shall look into its availability and relevance. Attendance or participation to such professional undertakings is subject to rules and regulations.

Section 4. The TSU in partnership with the TSU-NASA shall conduct regular orientation/re-orientation on government policies, systems and procedures to all of the TSU-NASA members.

Section 5. The TSU shall inform the TSU-NASA on the available scholarship grants and fellowship opportunities that can be taken/received by all TSU-NASA members. The TSU-NASA shall be instrumental in the dissemination of the relative information to all its members.

Section 6. Physical, Cultural and Social Program. The TSU shall allow free use of University-managed sports equipment and athletic facilities to all members of the TSU-NASA for at least 2 hours every week, which shall be obtained from their official time, subject to relevant rules and regulations. Employees shall endeavor to keep fit.

The TSU may provide fitness, wellness and sports programs for all which shall be well-supported by the TSU-NASA.

The TSU shall further provide budget for the programs designed for the non-teaching employees' physical, psychological, cultural and social development. Such programs shall be delegated to the TSU-NASA for implementation including sports, recreational and team building activities, conduct of periodic socio-cultural activities and other similar activities subject to availability of funds and usual accounting and auditing rules.

Section 7. The TSU agrees also to provide assistance to the TSU-NASA in joining regional, national and international sports and cultural activities and other related programs subject to availability of funds, existing rules, accounting and auditing rules and regulations.

**ARTICLE X
OCCUPATIONAL HEALTH AND SAFETY**

Section 1. The TSU shall conform and comply with the CSC Memorandum Circular No. 30, s 1994: List of Reasonable Working Conditions in the Public Sector and in cooperation with the TSU-NASA, establish a wellness program that will include, but not limited to:

- a. Physical fitness;
- b. Health risk assessment;
- c. Stress management; and
- d. Smoking/alcohol cessation program.

Each of these programs shall consist of awareness, education, incentive, self-action, and follow-up and support.

Section 2. All TSU non-teaching employees shall submit themselves to an annual comprehensive medical check-up and drug test. The TSU shall provide appropriate funds for the institutionalization of health programs such as mental, medical-physical and health services and tests in keeping with CSC Memorandum Circular No. 33 series of 1997: Policy of Working Conditions at the Workplace. The TSU shall ensure that preventive, diagnostic and curative health services are available to all faculty members through:

- a. The TSU shall provide free annual physical examination to ensure the periodic monitoring of the health of all non-teaching employees which tests shall be subject to prior determination of the Office of the University Health Service.
- b. The TSU shall pay, as allowed under Section 2 Rule XII of the amended Rules and Regulations of Executive Order No. 180, the actual amount of the cost of annual medical and physical examinations availed by the TSU-NASA members. The University shall contract out reputable medical institution where the non-teaching employees will undergo medical, dental and physical checkup/examination and the expenses incurred will be paid directly to the account of the medical institution.
- c. P5,000 annually shall be subsidized for any of the following programs, subject to availability of funds, existing rules, accounting and auditing rules and regulations: **dermatological , optical (any procedure)** and gynecological check-up to include PAP smear and mammography (for females) and digital and rectal examination (for males). Each non-teaching employee shall be furnished with the result of his/her examination.
- d. The TSU shall provide **FREE Annual Flu Vaccine**.

Section 3. The TSU shall continue to strictly adhere to the provisions of the DBM-CSC Joint Circular 1, series of 2006: Guidelines for Availing of the Rehabilitation Privilege, and implement guidelines that may be issued for the purpose. The TSU shall allow the grant of injury leave and special assistance to an employee not exceeding the allowable period during any period of disability resulting from wounds or injury incurred in the performance of duty. Absence from work during the Rehabilitation Privilege shall not be deducted from the accumulated sick or vacation leave credits of the non-teaching employee. However, non-teaching employees while on Rehabilitation Privilege do not earn and accumulate vacation and sick leave credits.

Section 4. The TSU and the TSU-NASA may jointly initiate fund-raising activities for the needy employees of the University.

Section 5. The TSU shall provide standard personal protective equipment to non-teaching employees whose job requires the use of such.

Section 6. The TSU shall provide internet connectivity assistance of five thousand pesos (P5,000.00) to non-teaching employees when alternative work arrangements are enforced due to high risk of diseases such as COVID 19, viral illnesses and the like.

**ARTICLE XI
GENDER FAIRNESS AND EQUITY**

Section 1. The TSU and the TSU-NASA support the promotion of gender equality and the elimination of all types of discrimination among the non-teaching employees and recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive TSU.

Section 2. The TSU shall implement gender sensitivity programs for non-teaching employees and shall support activities undertaken by the TSU-NASA that will increase awareness and understanding on gender issues among non-teaching employees.

Section 3. The TSU agrees to maintain present child-care facilities in its campus. The TSU-NASA shall have two seats in the Committee overseeing the management of the Child Care Center and such other bodies of other existing child-care facilities.

Section 4. The TSU shall allow its employees to attend on official time, activities inside or outside the TSU in celebration of International Women's Day and other gender-related activities.

Section 5. The TSU-NASA shall support the TSU's initiatives in ensuring that TSU-NASA members enjoy all benefits, privileges and services provided by gender-related relevant laws and issuances.

**ARTICLE XII
COST-CUTTING MEASURES**

Section 1. In support to the national government's call to reduce expenses through the implementation of various austerity measures, the TSU, and TSU-NASA shall actively promote and implement programs that deliver public services or achieve agency targets at the least cost.

Section 2. The following programs or activities in the following areas of concern shall be undertaken by the TSU-NASA in order to ensure cost-saving measures:

a. Conservation on the use of electricity and water:

- a1. All TSU-NASA members shall make sure that all lights/office equipment/appliances should be switched off and unplugged after office hours.
- a2. Air-conditioning units should only be turned on starting at 9:00 am and be turned off at 5:00 pm (8:00 am to 5:00 pm for offices needing ventilation, or during hot summer months). Air conditioning units are also advised to be set in programmable thermostat like cooler temperature during summer season and less cool during rainy season.
- a3. Prohibition in the use/charging of high wattage electronic equipment and appliances.
- a4. Reporting immediately to the concerned office of malfunctioning office equipment needed for repair.
- a5. Conduct of quarterly electricity consumption audit in coordination with the Office of the Vice President for Administration or other concerned offices.
- a6. The TSU-NASA shall devise a mechanism to ensure that water sources within the University premises are turned on during the mornings and turned off every after office hours, except:
 - 1. When there is/are official functions/activities
 - 2. In projects requiring continuous supply of water
 - 3. In hotels and other housing using facilities.
- a7. Defective faucets and any defective water system shall be reported immediately to concerned personnel by the TSU-NASA members so that they can be promptly repaired.

- b. Recycling of supplies and materials –efficient utilization of office equipment and communication facilities;
- c. Punctuality and working on official time should be observed so as not to waste energy and other utilities by working beyond the required period;
- d. 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;
- e. Efficient utilization of office equipment, office supplies and communication facilities including internet service.
- f. Support the income generating projects of the University, in particular, activities of the business center, extension services and areas of production;
- g. Engage in future projects of renewable source of energy.
- h. Observance of carpooling especially during attendance to hearings/meetings/consultations and other similar activities except in places where means of transportation is not readily accessible.

Section 3. Savings generated out of these cost-cutting measures may be used by the TSU for the grant of CNA and other incentives to the TSU-NASA members, provided that the granting of such incentive is in accordance with applicable and regulatory provisions.

**ARTICLE XIII
ECOLOGICAL WASTE MANAGEMENT AND GREEN ENVIRONMENT**

Section 1. The TSU-NASA shall be a partner of the TSU in the observance and implementation of Green Environment, Ecological Solid Waste Management, and other related programs in mitigating the effects of Climate Change as follows:

1. Ecological Solid Waste Management

- a. All members of the TSU-NASA shall practice and promote source reduction and waste minimization measures adopting the provisions in the RA 9003 otherwise known as the Ecological Solid Waste Management Act of 2000, and other related ecological laws.
- b. The TSU-NASA shall ensure/assist/cooperate in the proper segregation, collection, transport, storage, treatment and disposal of solid waste through the formulation and adoption of the best environment practices in ecological waste management of the University.
- c. The TSU-NASA shall be instrumental in the information dissemination on RA 9003 and shall ensure that each member is strictly adhering to it.
- d. Proper methods of disposing health care/laboratory waste shall be the responsibility of detailed staff in laboratories or research centers, in coordination with the Office of the University Health Service (OUHS) and Pollution Control and Safety Unit (PCSU).
- e. The TSU-NASA shall assist in the maintenance of cleanliness and orderliness of working area and office premises.

2. Green Environment

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- a. Conduct of regular university-wide cleaning and greening activity, such as Arbor Day celebration and other related activities.

**ARTICLE XIV
BENEFITS AND PRIVILEGES OF NON-TEACHING EMPLOYEES**

Section 1. Bereavement Leave. The TSU affirms that the Filipino family is the foundation of the nation and recognizes that the death of an immediate family member (father, mother, legitimate spouse, children, and siblings) bears a significant emotional and psychological burden upon a family member. A bereavement leave benefit system is pledged to support employees who have recently lost relatives belonging to their immediate family. Employees shall be entitled to a bereavement leave of seven (7) days with full pay following the death of an employee's immediate family member.

Section 2. Legal Assistance to Members. On considerable cases, except when the TSU itself is a party, the TSU agrees to provide free legal service assistance including legal representation to non-teaching employee who is sued or subpoenaed, summoned to appear as witness for acts arising from his/her employment and within the scope of duties and responsibilities;

Section 3. Privileged Access to University Education. After complying with some basic eligibility criteria, like but not limited to, assessment exams, talent determination test, elementary/high school grade average, and interviews, eligible employee's child/children will be prioritized admission. These beneficiaries will be prioritized in the grant of scholarships provided by the ISSF or other scholarship programs. It should be noted that this admission privilege only applies to undergraduate programs offered by the University. (See Annex A)

Section 4. Flexibility for Employees with Rearing Toddlers or Elderly Parents. Employees with rearing toddlers or elderly parents shall have the option to adjust their arrival and departure times within reasonable limits, subject to the operational requirements of the organization. In addition, employees with caregiving responsibilities may request flexi-time during the workday to attend to the needs of their toddlers or elderly parents. (See Annex B)

Section 5. Priority Hiring for Family Members in Case of Retirement or Death. The objective of this provision is to establish a priority hiring policy for the children or siblings of retired or deceased University personnel, ensuring support and opportunities for their employment within Tarlac State University. (See Annex C)

Section 6. Academic Loads for Non-Teaching Personnel. Non-teaching staff who are qualified to teach shall be given priority to receive teaching load over any other part-timers. The non-teaching personnel shall seek the permission of the vice president supervising his unit, with the recommendation of the immediate supervisor through signing a Permit to Teach form with the Human Resource and Development Office, at least five (5) working days prior to the start of the semester or term in which such academic load shall be taught. When non-teaching staff are given academic load, the class hours shall be scheduled outside of their official time. They are allowed to teach a maximum of twelve (12) units.

Section 7. The TSU shall prioritize the use of savings in accordance with law, taking into account employee welfare and mandatory economic benefits. In addition, subject to the accomplishment of its mission, law and availability of funds, TSU shall provide the following:

- a. Christmas grocery;
- b. Increase in the amount of loyalty pay;
- c. Medicine Assistance;
- d. Tokens and tribute to retiring non-teaching employees.

The nature and extent of the additional benefits within the year shall be part of the agenda of regular meetings of the Association-Management Monitoring Committee.

Section 8. The TSU-NASA and the TSU shall work together for the continuance of the regular team building and other related activities or welfare programs for employees. The TSU shall support expenses thereof subject to the availability of funds, existing rules, accounting and auditing rules and regulations.

Section 9. The TSU, if feasible, may endeavor to provide affordable housing programs for its employees.

Section 10. The TSU shall provide free shuttle within TSU or equivalent transportation cost to employees, subject to availability of funds, existing rules, accounting and auditing rules and regulations. In case of public disturbances or calamities, vehicles shall be made available by the TSU to ferry TSU-NASA members with due consideration to safety of both employees and the public property.

Section 11. The TSU shall continue to adhere with the Department of Public Works and Highways (DPWH) requirements of the building code, thereby providing functional elevators in all the buildings, if needed and feasible.

Section 12. The TSU shall grant its non-teaching employees four (4) days leave with pay every six (6) months to be known as the **CNA Leave** for whatever purposes it may serve, subject to existing rules and regulations.

Section 13. The TSU shall exert its best efforts to explore possibilities to provide assistance for a decent mortuary, necrological and funeral service for non-teaching personnel who die while in service, and similar arrangement for retirees.

Section 14. The nature and extent of additional benefits within the year shall be part of the agenda of regular meetings of joint TSU and TSU-NASA Committee created, among others, to develop guidelines to implement these benefits.

Section 15. The TSU agrees to formulate and implement programs for all non-teaching employees, subject to availability of funds, existing rules, accounting and auditing rules and regulations, which may include:

- a. At least 50% Discount on the use of the TSU Hotel, AVR, and Function Rooms;
- b. Training for Livelihood Projects;
- c. Sports Programs;
- d. Continuous Free Services of the Medical and Dental Clinic, together with the non-teaching employee's immediate family members;

Section 16. The TSU agrees to provide calamity assistance to all employees of the TSU whenever the city or province of Tarlac is declared in the state of calamity subject to availability of funds, existing rules, accounting and auditing rules and regulations.

Section 17. Inflationary Assistance. Due to the increase of prime commodity prices, unemployment of family members and threat to health and lives, the TSU shall grant to non-teaching employees the amount of twelve thousand pesos (P12,500.00) every quarter as an aid to the rising cost of essential commodities, subject to the availability of funds and accounting and auditing rules and regulations.

Section 18. Processing of Retirement Papers. The TSU shall allow all employees who are about to retire to process their retirement papers and be relieved of their official functions and duties at least one month prior to the date of retirement. This shall not be charged to their leave credits. TSU-NASA members who are about to reach the age of 60 may relinquish their property accountability.

**ARTICLE XV
INCENTIVES AND RECOGNITION**

Section 1. The TSU shall continue granting incentives and award to all deserving non-teaching employees using the TSU Governing Board guidelines:

- a. **10 years** of continuous service with TSU-Plaque of Appreciation and 10,000.00 Worth of Gift Certificate;
- b. **15 years** of continuous service with TSU-Plaque of Appreciation and 15,000.00 Worth of Gift Certificate;
- c. **20 years** of continuous service with TSU-Plaque of Appreciation and 18k Gold TSU Ring;
- d. **25 years** of continuous service with TSU-Plaque of Appreciation and 18k Gold TSU Bracelet;
- e. **30 years** of continuous service with TSU-Plaque of Appreciation and 18k Gold TSU Necklace;
- f. **35 years** of continuous service with TSU-Plaque of Appreciation and **P35,000 worth of GIFT CERTIFICATE or its equivalent;**
- g. **40 years** of continuous service with TSU-Plaque of Appreciation and **P40,000 worth of GIFT CERTIFICATE or its equivalent;**

Section 2. The TSU shall continue granting incentives and awards to all deserving employees through its CSC-approved Program on Awards and Incentives for Service Excellence (PRAISE) Guidelines.

Section 3. The TSU agrees to provide a yearly CNA incentive subject to DBM Budget Circular and other pertinent rules and regulations issued for this purpose.

**ARTICLE XVI
GRIEVANCE PROCEDURES**

Section 1. The TSU shall adopt grievance machinery with the participation of the TSU-NASA in accordance with the Civil Service rules and regulations.

Section 2. The TSU and the TSU-NASA must resolve disputes through friendly negotiation and both sides shall ensure the continuity of work until all points in dispute have been discussed and settled.

Section 3. The TSU and the TSU-NASA assure utmost privacy and confidentiality while discussing and/or investigating an employee's grievance and/or complaint. Administrative cases are confidential in nature; thus, these cannot be openly discussed.

**ARTICLE XVII
HUMAN RESOURCE INFORMATION RECORDS**

Section 1. There shall be one master personnel file for each employee containing information regarding their employment. The right to privacy of each employee shall be respected. Access for any purpose other than those required by his/her employment must have the written permission of the concerned employee (RA 10173: Data Privacy Act of 2012).

Section 2. The TSU cannot provide a copy or give third-party access to employees' personal and financial information without written consent from concerned employees.

Section 3. Non-teaching employees must ensure the regular update of their records, primarily their Personal Data Sheets (PDS), which encompass various information, including but not limited to training/seminar certificates, at least once per year. These yearly updated records will be used as the foundation or basis for their promotion and other applications related thereto. Due to this continuous record maintenance, there will be no need to repeatedly submit the same documents for said various purposes. The non-submission of updated records will not be a ground for the non-teaching employee's paper to not be considered for evaluation. However, efforts to submit must be proven by the employee concerned.

**ARTICLE XVIII
IMPLEMENTING AND MONITORING SCHEME**

Section 1. Association-Management Monitoring Committee (AMMC). For purposes of maintaining continuous lines of communications, consultation and dialogue between the TSU and TSU-NASA, an Association-Management Monitoring Committee (AMMC) shall be created to be composed of three (3) representatives from each party.

Section 2. The following shall be the functions and responsibilities of the monitoring committee:

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- a. Converse quarterly or as the need arises at such place and time that may be proposed and agreed upon by the parties;
- b. Monitors and resolves any controversy arising from the interpretation and enforcement of this Agreement;
- c. Prioritizes the implementation of the provisions of this Agreement upon approval;
- d. Discusses and resolves any policy changes on matters pertaining to/affecting the terms and conditions of employment; and
- e. Recommends, for approval, appropriate courses of actions by both parties.

**ARTICLE XIX
EFFECTIVITY AND TERM OF AGREEMENT**

Section 1. Duration. This Agreement shall take effect immediately upon signing by both parties and shall be enforced for a period of three (3) years from the date of signing. If after three (3) years, no new CNA is concluded, this agreement shall remain enforced until a new agreement is arrived at.

During the existence of CNA, no petition questioning the majority status of the association shall be entertained and no certification of election shall be conducted outside the sixty (60) days period immediately before the expiration of the CNA subject to existing laws, rules and regulations.

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 provisions 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 by the parties.

The TSU and the TSU-NASA agree to review the provisions on benefits and other privileges after two (2) years.

Section 3. Printing, Webposting and Distribution of Agreement. The TSU shall be responsible for the printing of this Agreement; and the TSU-NASA shall be in-charge in the distribution, and dissemination of the copies. The printing and distribution should be done not later than two (2) months after approval. Likewise, the Agreement shall be posted on the website of the TSU.

**ARTICLE XX
MISCELLANEOUS PROVISIONS**

Section 1. Amendments. For purposes of considering specific proposals, amendments, or new terms and conditions, the proponent-party shall provide the other party with a written notice at least fifteen (15) days prior to the date of the intended meeting for the purpose of discussing or considering proposed amendment.

Section 2. Separability/Saving Clause. Should any provision or part of this agreement be held or become invalid by reason of decree, law, rule and regulation promulgated and affected by an appropriate government authority, the remaining provisions of the agreement shall continue to be in effect during the life of this Agreement. The parties will meet not later than fifteen (15) days after said provision is declared modified, suspended, disallowed or invalid for the purpose of amending, revising or taking such other appropriate action on the same.

Section 3. In the event of any re-organization, change of management, merger or dissolution during the life of this CNA, provision of this Agreement should be respected and upheld.

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

Section 5. The parties agree to review implementation of side agreements as needed.

Section 6. The terms and conditions of this CNA shall not be considered as a waiver of any right, obligation and/or interest as may be provided for by laws/regulations.

Section 7. Any and all conflicts of interest shall be avoided by the parties to this CNA.

Section 8. There should be transparency, accountability, and good faith between the two parties.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto signed this Agreement this 18th day of August, 2023 in TSU, Tarlac City, Philippines.

For the TSU ADMINISTRATION:

ENGR. ARNOLD E. VELASCO, PhD.
President, TSU

GRACE N. ROSETE, DPA
Vice President, Administration

AGNES M. MACARAEG, PhD.
Vice President, Academic Affairs

ENGR. MURPHY P. MOHAMMED, DPA
Vice President, Research Development and Extension

BRIGIDO B. CORPUZ, Ed.D.
Executive Assistant

For the TSU-NASA:


CHERIE LYN F. ONIA, MBA, CPA
President

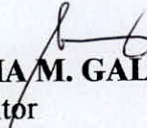
WILMA D. SALAK, LPT
Vice President

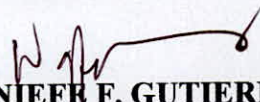
LEAH A. GRAY
Secretary

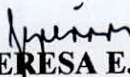
ROSITA M. FERRER
Treasurer


MIRZI FAYE C. MILLADO
Assistant Treasurer


JOHN ERWIN C. PANLILIO, CPA
Chief Finance Officer


LILIA M. GALANG
Auditor


WINNIEFF F. GUTIERREZ, CPA, MBA
Director, Administrative Services Office


TERESA E. PEÑANO
Business Manager



MARLON C. DELA CRUZ, RGC
Director, HRDMO


JUANITO M. GAMUNDOY, JR.
Public Relations Officer

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DOC NO. 381
PAGE NO. 77
BOOK NO. XII
SERIES NO. 2023

SUBSCRIBED AND SWORN BEFORE
ME THIS OCT 25 2023


ELIZARDO I. EMAS
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR No. 4489743L TARLAC CITY
JANUARY 3, 2023
3P LIFETIME MEMBERSHIP # 59417
ROLL No. 14535

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Implementing Rules and Regulations
of the following:

ANNEX A Section 3: Privileged Access to University Education

ANNEX B Section 4. Flexibility for Employees with Rearing
Toddlers or Elderly Parents

ANNEX C Section 5. Priority Hiring for Family Members in Case
of Retirement and Death

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SECTION 3. PRIVILEGED ACCESS TO UNIVERSITY EDUCATION

I. Objective

The purpose of this provision is to establish a privileged access program that grants eligible employees' children's slots in university education.

II. Eligibility Criteria

2.1 To be eligible for the privileged access program, the employee must meet the following criteria:

a) The employee must be in good standing with TSU and not be subject to any disciplinary actions.

2.2 The employee's child/children must meet the following criteria:

a) The child/children must be the natural or legally adopted son/daughter of the eligible employee.

b) The child/children must have successfully completed the required basic education or equivalent, as determined by the relevant educational authorities.

c) The child/children must have taken the admission exams as required by the University.

III. Privileged Access

3.1 Slot: Upon meeting the eligibility criteria stated in II, the eligible employee's child/children shall be granted slot at TSU.

3.2 Secondary and Degree Programs: The privileged access program covers all undergraduate programs offered by the University.

IV. Benefits and Obligations

4.1 Duration of Benefit: The privilege access benefit shall remain in effect for the standard duration of the chosen program, provided that the student maintains satisfactory academic progress and abides by the university's code of conduct.

V. Review and Amendments

5.1 Regular Review: The privileged access program shall be subject to regular review by the AMMC representatives, ensuring its effectiveness, relevance, and compliance with applicable laws and regulations.

5.2 Amendment Procedure: Any proposed amendments to this provision shall be discussed in good faith between the parties involved and may be incorporated through mutually agreed-upon revisions to this collective negotiation agreement.

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VI. Non-Discrimination

The privileged access program shall be administered without regard to race, color, religion, gender, national origin, disability, or any other protected characteristic, in accordance with applicable laws and regulations.

VII. Severability

If any provision of this privileged access program is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

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SECTION 4. FLEXIBILITY FOR EMPLOYEES WITH REARING TODDLERS OR ELDERLY PARENTS

I. Objective

The objective of this provision is to provide flexibility for employees who are rearing toddlers or caring for elderly parents, allowing them to effectively manage their work schedules and accommodate their caregiving responsibilities.

II. Flexible Time Arrangements

2.1 Flexible Arrival and Departure Times: Employees with rearing toddlers or elderly parents shall have the option to adjust their arrival and departure times within reasonable limits, subject to the operational requirements of the organization.

2.2 Flexible Breaks: Employees with caregiving responsibilities may request flexi-time during the workday to attend to the needs of their toddlers or elderly parents.

2.3 Accumulation of Flexibility: Reasonable flexibility provided to employees with caregiving responsibilities shall not be unreasonably denied or restricted.

III. Documentation Requirements

3.1 Documentation of Caregiving Responsibilities: Employees may be required to provide reasonable documentation or verification, such as a doctor's note or a statement from a childcare provider or eldercare facility, to support their requests for flexible time arrangements due to caregiving responsibilities.

IV: Communication and Collaboration

4.1 Open Communication: TSU shall foster an environment that encourages open communication between employees and supervisors regarding caregiving responsibilities and related scheduling needs.

4.2 Collaboration: TSU and TSU-NASA employees shall work collaboratively to find mutually agreeable solutions that balance the operational needs of the University with the caregiving responsibilities of the employees.

V: Review and Amendments

5.1 Regular Review: This provision shall be subject to periodic review by the employer and employee representatives to assess its effectiveness and address any necessary revisions.

5.2 Amendment Procedure: Proposed amendments to this provision shall be discussed in good faith between the parties involved and may be incorporated through mutually agreed-upon revisions to this collective negotiation agreement.

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VI: Non-Discrimination

The provisions outlined in this agreement shall be administered without discrimination based on race, color, religion, gender, national origin, disability, or any other protected characteristic, in accordance with applicable laws and regulations.

VII: Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

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SECTION 5. PRIORITY HIRING FOR FAMILY MEMBERS IN CASE OF RETIREMENT OR DEATH

I: Objective

The objective of this provision is to establish a priority hiring policy for the children or siblings of deceased University personnel, ensuring support and opportunities for their employment within Tarlac State University.

II: Eligibility

2.1 Eligible Family Members: The priority hiring provision applies to the children or siblings of retired or deceased University personnel who meet the qualifications and requirements for the vacant position(s) within the University.

2.2 Qualifications and Requirements: Eligible family members must possess the necessary qualifications and meet the established criteria for the vacant position(s) as outlined in the University's hiring policies and procedures.

III: Priority Hiring Process

3.1 Notification: In the event of the retirement or death of university personnel, the Human Resources Development and Management Office shall promptly notify eligible family members of the available position(s) within the University.

3.2 Application Process: Eligible family members shall follow the standard application process, including submitting a formal application and any required documentation, as specified in the University's hiring policies and procedures.

3.3 Priority Consideration: When evaluating applications for the vacant position(s), the University shall give priority consideration to eligible family members, taking into account their qualifications, experience, and suitability for the position(s).

IV: Non-Guarantee of Employment

4.1 Merit-Based Selection: While eligible family members receive priority consideration, final hiring decisions shall be based on merit and alignment with the University's needs, policies, and procedures.

4.2 Interview and Evaluation Process: Eligible family members shall participate in the standard interview and evaluation process as applicable to all applicants, ensuring a fair and transparent selection process.

V: Review and Amendments

5.1 Regular Review: This provision shall be subject to regular review by the AMMC representatives to assess its effectiveness and address any necessary revisions.

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VII: Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

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