

**COLLECTIVE NEGOTIATION AGREEMENT (CNA)**

Proposed by the  
**CvSU Faculty Association**  
**(CvSU-FA)**

This Collective Negotiation Agreement entered into by and between:

The **CAVITE STATE UNIVERSITY**, a state University in historic Cavite duly recognized and existing under Philippine laws and by virtue of Republic Act with principal office address at Indang, Cavite, represented by its president, **HERNANDO D. ROBLES**, hereinafter referred to as the "UNIVERSITY";

-and-

The **CvSU Faculty Association**, a legitimate public sector labor organization with DOLE-CSC Registration Certificate No. **1779** dated **September 6, 2010** and CSC Accreditation Certificate No. **809** dated **March 29, 2011**, with office address in Cavite State University, Indang, Cavite, represented by its president, **GIL D. RAMOS**, hereinafter referred to as the "CVSU-FA";

**WITNESSETH:**

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

*Article III, Sec. 8.* The right of the people, including those employed in the public and private sectors, to form unions, associations, or societies for purposes not contrary to law shall not be abridged;

*Article IX-B, Sec. 2 (5).* The right to self-organization shall not be denied to government employees; 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 Commission (CSC) Memorandum Circular (MC) No. 55, series of 1990, provide that the terms and conditions of employment in the public sector, or improvements thereof, except those that are fixed by law, may be the subject of negotiations between accredited unions and appropriate government authorities;

WHEREAS, the UNIVERSITY recognizes the right of employees to self-organization and to collective negotiations on terms and conditions of employment not fixed by law;

WHEREAS, the CVSU-FA has been proclaimed as the sole and exclusive negotiating representative of all academic employees (rank-and-file) of the Cavite State University;

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

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

## **ARTICLE I DECLARATION OF PRINCIPLES**

**Section 1.** The UNIVERSITY and the CVSU-FA recognize the Filipino students' right to excellent, equitable and relevant opportunities in tertiary education and the necessity for the Philippine state to allocate sufficient funding for such education.

**Section 2.** The UNIVERSITY, as a state university, and the CVSU-FA 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 UNIVERSITY and the CVSU-FA recognize the basic rights of academic employees to a just and decent salary, security of tenure, career development and working conditions which enhance academic freedom, excellence and creativity.

**Section 4.** The UNIVERSITY and the CVSU-FA shall observe national policies as well as policies of international organizations that the Philippines has ratified, regarding the right of workers to self-organization, collective bargaining and negotiations, and concerted activities, including the right to peaceful assembly in accordance with law.

**Section 5.** The UNIVERSITY and the CVSU-FA shall uphold the democratic rights of the academic employees, which include representation in the planning and formation of University bodies and committees, effective participation in the formulation of policies and programs affecting them, as well as other sectors of the University.

**Section 6.** The UNIVERSITY and the CVSU-FA shall endorse the principles and spirit of academic freedom. The following constitute the provision on academic freedom for the purposes of this Agreement:

- a. Negotiating unit members are entitled to full academic freedom in research and in the publication of the results. They are entitled to full academic freedom in discussing their subjects in the classroom,
- b. Negotiating unit members are entitled to freedom of political belief and/or affiliation.
- c. A negotiating unit members shall not be disciplined or deprived of any professional advantage for exercising his/her rights to academic freedom as set forth in this Article or as protected under Constitution.

**Section 7.** The UNIVERSITY shall not interfere with the establishment, operations and administration of the CVSU-FA.

**Section 8.** The UNIVERSITY and the CVSU-FA agree that there shall be no discrimination against any member of the rank-and-file personnel in relation to matters covered by this agreement on the basis of sex, creed, civil status, sexual preference, political



or religious affiliation or belief, and age (other than the normal provisions relating to retirement).

**Section 9.** The UNIVERSITY and the CVSU-FA believe in the equality among women and men and the eradication of all forms of discrimination, and thus, recognize the vital role of collective negotiations in pursuing their commitment towards a truly gender-responsive University.

**Section 10.** The CVSU-FA shall be involved in the formulation of policies, plans, and programs affecting the rights, career development, welfare and benefits of academic employees.

Involvement, when used in this agreement, shall mean participation of authorized CvSU-FA representatives at various levels of negotiations and engagements and addressing their concerns in good faith. This could be done through existing committees such as the Personnel Selection Board (PSB) or in specialized ad hoc bodies that may be created by the UNIVERSITY related to the above-mentioned areas.

The University recognizes the CVSU-FA's involvement as part of the democratic process of knowing and addressing the sentiments of its constituents before arriving at a decision.

## **ARTICLE II DEFINITION OF TERMS**

**Section 1. Negotiating Unit.** It is the unit composed of the active academic employees of the University regardless of status of employment whether permanent, temporary, full-time contractual or part-time contractual unless excluded by law. It is further understood that whenever used in this Agreement, the term University refers to Cavite State University System.

**Section 2. CvSU-FA.** It refers to the association of all academic employees of the University.

**Section 3. Members of the Faculty Association.** It refers to all bonafide members and affiliated members from different CvSU-Faculty Association.

**Section 4. Negotiating Panels** – Each panel shall be composed of a minimum of five (5), maximum of six (6) regular members and a minimum of three (3), maximum of four (4) alternates. However, each negotiating panel shall only be allowed a total of 9 members. The names and positions of the members of both panels shall be known at least five (5) days before the first negotiation meeting.

## **ARTICLE III RECOGNITION AND COVERAGE**

**Section 1.** The University recognizes that the sole negotiating unit shall be the CVSU-FACULTY ASSOCIATION whose members include all academic employees whether permanent, temporary, or contractually employed by the University with salary grade 24 and below (PSLMC Resolution 2 series of 1992).

**Section 2.** It is understood that the University refers to Cavite State University System whose main campus is located at Indang, Cavite, including all existing satellite campuses or those that may be established in the future.

**ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES**

**Section 1.** The UNIVERSITY shall not discriminate against any employee by reason of membership in the CVSU-FA, or against any officer or duly authorized representative of the CVSU-FA for acts performed in pursuant to this agreement.

**Section 2.** The UNIVERSITY shall respect the freedom of assembly of the CVSU-FA and shall allow the CVSU-FA to hold meetings including but not limited to the following:

- a. CvSU-FA Officers meeting on official time: one half day, once a month
- b. CVSU-FA General Assembly on official time: One Day, Once a Year

**Section 3.** The UNIVERSITY shall provide the CVSU-FA adequate office space with the necessary furniture and fixtures for its usual and regular conduct of official and business activities.

**Section 4.** The UNIVERSITY shall allow the CVSU-FA 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 CVSU-FA activity.

**Section 5.** The UNIVERSITY shall provide the CVSU-FA service vehicles, including driver and fuel, for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on meetings concerning the welfare of employees.

**Section 6.** Official time shall be granted by the UNIVERSITY to allow CVSU-FA officials to accomplish representation duties, including meetings. CVSU-FA 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 7.** The CVSU-FA shall be allowed the use of bulletin boards in major units/colleges of every campus for communicating with CVSU-FA members.

**Section 8.** The UNIVERSITY shall furnish the CVSU-FA, on regular basis, with a list of new academic employees who have been issued appointments. In like manner, the UNIVERSITY shall furnish the CVSU-FA a copy of plantilla positions of academic personnel.

**Section 9.** The UNIVERSITY, through the HRDO, shall inform the CVSU-FA of the retirement, resignation or dismissal of employees five (5) days after the filing of notice of such retirement or resignation or before the effective date of dismissal of the employee/s.

**Section 10.** The CVSU-FA shall be represented in committees at the CvSU system especially those which involve promotions, working conditions, hours of work, compensation, benefits both monetary and non-monetary, scholarships and awards, and grievances and disputes involving its members. These committees are, but not limited to the following:

- a. Promotion and Selection Board
- b. Performance Evaluation Committee
- c. Fiscal Policies and Operations Committee
- d. University Awards Committee
- e. Health and Safety Committee
- f. Grievance Committee



- g. Housing Committee
- h. Community Affairs Committee
- i. Bids and Awards Committee (as observer)
- j. Monitoring Committee for Agency-hired Employees

**Section 11.** The UNIVERSITY shall provide support to the CVSU-FA in the latter's effort to undertake socio-economic projects and income generating activities that will redound to the benefit of the CVSU-FA, its members, and other employees.

**Section 12.** The UNIVERSITY shall require from CVSU-FA members who will retire, transfer, or resign, clearance from the CVSU-FA for property and monetary accountabilities and obligations.

## **ARTICLE V ASSOCIATION DUES/BUDGETS AND FUNDS**

**Section 1. Association Dues/Budgets and Funds.** Upon receipt of a written authorization from the members of the CvSU-FA, the University shall deduct through payroll deduction the corresponding union dues and other fees or assessment and other deduction from the salaries of the CvSU-FA members based on the terms of payment approved by the CvSU-FA General Assembly.

**Section 2. Agency Fee/ Non Members Dues.** The University shall deduct an amount equivalent to the CvSU-FA monthly members dues from the salaries of non- members of the CvSU-FA but are benefited by this Agreement.

**Section 3. Remittances.** All deductions shall be remitted to the CvSU-FA not later than 15 days after deductions are made.

## **ARTICLE VI SHARED RESPONSIBILITY AND ACCOUNTABILITY**

**Section 1.** The UNIVERSITY shall involve the CVSU-FA in the formulation of plans and programs for the attainment of the former's mandate of developing the country's academic and non-academic community network. The CVSU-FA agrees to help the UNIVERSITY in achieving planned programs and targets at a lesser cost in areas of Administration, Instruction, Research, Extension and Production.

**Section 2.** The CVSU-FA accepts that the success of the UNIVERSITY'S governance will redound to the best interest of its members. It shall therefore exercise every effort to pursue the realization of the UNIVERSITY'S Vision and Mission.

**Section 3.** The CVSU-FA recognizes and respects the prerogative of management to appoint personnel in accordance with the merit and fitness principle provided under the constitution and other existing laws; to discipline personnel; and to lay down internal policies, procedures and guidelines for some personnel management and administration within the UNIVERSITY.

**Section 4.** The UNIVERSITY recognizes the right of the CVSU-FA to be represented in the former's deliberation and decision making processes, whenever matters affecting their working conditions and benefits are to be discussed.

**Section 5.** Pursuant to the principles of shared responsibility and employee empowerment, the CVSU-FA shall be represented in the following Committees under the direct supervision and administration of the Office of the Incumbent University President in accordance with the R.A. 8292 and CSC Rules and Regulations and other existing laws, rules and regulations:

- 5.1 Scholarship Committee
- 5.2 Employee Suggestions of Incentives and Awards
- 5.3 Grievance Committee
- 5.4 Performance Evaluation Review Committee
- 5.5 Uniform/Clothing Committee
- 5.6 Financial and Budget Committee
- 5.7 Public Bidding Committee
- 5.8 Cost Reduction Committee
- 5.9 Management Committee on matters concerning employees' welfare
- 5.10 Other Committees

**Section 6.** Teamwork. The CVSU-FA shall be a partner of the UNIVERSITY in promoting teamwork and discipline to attain harmony, professionalism, productivity, and efficiency. It shall join all its members to render and perform to the best of their abilities the duties and responsibilities expected of them in accordance with the existing laws, rules and regulations.

**Section 7.** The CVSU-FA shall work out ways in coordination with the UNIVERSITY and exhaust all complementary efforts in ensuring the passage of congressional bills that will promote the best of the UNIVERSITY and its employees.

**Section 8.** In improving the quality, accessibility and delivery of public service, the CVSU-FA pledges to strictly observe the **Code of Conduct and Ethical Standards for Government Officials and Employees**. The CVSU-FA shall also document instances of anomalies and irregularities in all levels of the organizations and report this to proper authorities.

**Section 9.** The UNIVERSITY shall ensure adherence to the recruitment, promotion, and termination policies under existing laws and regulations and policies of the UNIVERSITY related to non-academic employees. The CVSU-FA shall be involved in the drafting of proposals regarding changes in UNIVERSITY policies related to recruitment, promotion and termination.

## **ARTICLE VII REORGANIZATION, RECRUITMENT, PROMOTION AND CAREER DEVELOPMENT**

### **A. Appointment**

**Section 1.** The UNIVERSITY shall ensure adherence to the recruitment, promotion, and termination policies under existing laws and regulations and policies of the university related to employees. The CVSU-FA shall be involved in the drafting of proposals regarding changes in university policies related to recruitment, promotion and termination.

**Section 2.** PROOF OF HIRING. Each academic employee with temporary or contractual appointment shall be provided not later than fourteen (14) days after the start of his/her appointment with written notification of hiring.



**Section 3. EVALUATION FOR TENURE.** Each academic employee with temporary or contractual appointment shall be provided not later than fourteen (14) days after the start of his/her appointment with written notification of the evaluation criteria and procedures in effect at the time of his/her initial appointment and shall be evaluated on the basis of these criteria.

#### **B. Requirements for Hiring and Renewal of Appointment/Contract**

**Section 4.** The University shall ensure the full implementation of the minimum medical and psychological requirements for hiring employees as stated in the Civil Service Commission Memorandum Circular No. 34 s. 1997.

**Section 5.** The University shall shoulder the costs for medical and psychological requirements for employees who are renewing their appointments/contracts.

#### **C. PROMOTION, DISCIPLINE, and TERMINATION of Employees**

**Section 6. MERIT PROMOTION.** The UNIVERSITY shall institute and implement a regular plan for merit promotion and shall involve the CVSU-FA in the formulation of such plan. The merit promotion plan shall include recognition of CVSU-FA officials' performance of their CVSU-FA duties.

**Section 7. ADMINISTRATIVE CASE.** For the purpose of promoting prompt, efficient and just resolution of disciplinary cases against academic employees which could adversely affect the performance of his/her duties, the CVSU-FA shall be represented in all disciplinary committees.

**Section 8. 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. A 30-day written notice by the appointing authority shall be given to temporary or contractual academic employee prior to termination/removal or replacement.

#### **D. EVALUATION OF NON-ACADEMIC EMPLOYEE**

**Section 9.** The formulation of evaluation standards for academic employees and changes in these standards shall involve the participation of CVSU-FA representatives.

#### **E. CAREER DEVELOPMENT**

**Section 10.** The University shall promote equity among academic employee in availing of study grants.

**Section 11.** The University shall adopt a graded scholarship-service exchange scheme: 3 years of service for every year of full scholarship from the university; 2 years of service for every year of study privilege/partial scholarship from the university; and 1 year of service for every year of study on official time

### **ARTICLE VIII WORKING CONDITIONS**

**Section 1. Physical, Cultural and Social Program.** The University shall provide budget for the programs designed for the academic employees' physical, psychological, cultural and social development. Such programs shall be delegated to the CvSU-FA for implementation including sports, recreational and team building activities, conduct of periodic socio-cultural activities and other similar activities subject to usual accounting and auditing rules and availability of funds.

**Section 2. Gender Sensitivity Seminar.** The University shall support and implement gender sensitivity programs to be undertaken by the CvSU-FA that will increase understanding and awareness on gender issues among the academic employees.

**Section 3. Safe and Healthy Working Conditions.** The University shall comply with the existing regulations on safety, health and sanitary working conditions. Among others, the University shall provide the following:

- a. Adequate security and protection for academic employees and properties while inside the University premises;
- b. Clean and potable drinking water;
- c. Adequate air and floor space and office lighting and ventilation;
- d. Adequate janitorial services;
- e. Personnel protective clothing, gears, equipment and tools, when necessary;
- f. Fire exits and adequate fire extinguishers and fire prevention gadgets/facilities in each work places within easy reach of academic employees who are trained to use them;
- g. First aid kits in strategically located areas of work places/offices far from the University Infirmary. For this purpose, health teams shall be formed and trained in first aid (CSC MC No. 33 s 1997); and
- h. Sexual harassment-free environment.

**Section 4. Safety and Sanitation.** The University shall conform to and comply with applicable rules and regulations requiring safety and sanitary working conditions prescribed by the Department of Health, the Department of Labor and Employment and other government bodies.

**Section 5. Hazard Pay.** The University shall provide hazard pay to its academic employees who are exposed to occupation risks and hazardous working conditions, subject to Section 311 of the Government Auditing and Accounting Manual and Sec. 21 of the Magna Carta of Public Health Workers. The positions shall be identified by the parties in the implementation of this agreement. Funds for this purpose shall be incorporated in the annual budget of the University.

**Section 6. Implementation of Magna Carta of Public Health Workers.** The University shall ensure full implementation of the Magna Carta of Public Health Workers.

**Section 7. Medical Check-ups.** The University shall ensure that preventive, diagnostic and curative health services are available to all non-academic employees through:



- a. Free annual physical, medical, dental, dermatological and optical check-up to include ECG, PAP smear and mammography (for females) and digital and rectal examination (for males). Each academic employee shall be furnished with the result of his/her examination.
- b. Free TB and hepatitis B screenings, immunization and booster shots to all members of the CvSU-FA;
- c. Conduct of regular health education and programs.

**Section 8.** Medical and Accident Insurance. The University shall provide free comprehensive medical and accident insurance to all its academic members, in addition to PhilHealth and GSIS benefits.

**Section 9.** Information on Health Benefits. The CvSU-FA in coordination with the University shall inform all the academic employees on all health and medical benefits available to them under the GSIS, PhilHealth and such other programs. The University agrees to assist the members in their claim for availment thereof in order to ensure that such benefits are enjoyed by the non-academic employees.

**Section 10.** Rehabilitation Leave and Special Assistance. The University shall strictly adhere to the provisions of the Rehabilitation Leave for job related injuries in pursuant to Sec 55 of CSC MC N. 41 s 1998 and implementing guidelines that may be issued for the purpose. The university may allow the grant of injury leave and special assistance not exceeding six (6) months to a member during any period of disability resulting from wounds or injuries incurred in the performance of duty.

The leave assistance that shall be paid in full shall only be availed by an employee after the consumption of his/her accrued leave credits. Approval of such assistance will only take effect upon submission of the prescribed form together with the proper medical certificate showing that the wounds or injuries were incurred in the performance duty. The University President may also authorize payment of medical attendance, transportation, subsistence and hospital fees of the injured member.

**Section 11.** Chronic Illness/Disease Leave. Academic employee covered by this agreement diagnosed with chronic diseases/illness shall be allowed for a chronic illness/disease (CID) leave as certified by a physician which shall not be deducted from any other leave to which the academic employee shall be entitled.

**Section 14.** The UNIVERSITY shall strictly refrain from designating non-career employees such as consultants, temporary, casual, contractual employees to positions that exercise direct supervision over regular career employees in accordance with CSC Memorandum Circular No. 40, series of 1998.

## **ARTICLE IX COST REDUCTION METHODS AND CNA INCENTIVES**

**Section 1.** The University and the CvSU-FA shall jointly institute cost-cutting measures to generate savings for the grant of CNA Incentive during the effectivity of this Agreement. The same, however, should not prejudice the efficient delivery of service to the University client groups or be disadvantageous to the employees.

**Section 2.** In order to generate savings, the following measures shall be instituted:

- a. Savings from supplies
- b. Energy and water conservation
- c. Limited subscription of newspapers and other publications;
- d. Efficient utilization of office equipment and communication facilities including internet service
- e. Strict monitoring of compliance to existing austerity measures

**Section 3.** Payment of CNA Incentive shall not exceed the amount of TWENTY FIVE THOUSAND PESOS (25,000.00) per qualified members of the CvSU-FA and University officials which shall be charge to the savings of the University subject to existing rules and regulations. The parties shall work together to generate saving in accordance with Section 1 of this Article.

- **COVERAGE**

All bona fide members of the CvSU Faculty Association who are employed by the Cavite State University whether on permanent, temporary and contractual basis and who have rendered service for at least six (6) aggregate months in the University. Members who have rendered less than six (6) months will receive a pro-rated share based on the cumulative number of months of service rendered as follows:

At least 5 months but less than 6 months	-	80%
At least 4 months but less than 5 months	-	60%
At least 3 months but less than 4 months	-	40%
At least 2 months but less than 3 months	-	20%

No fraction of a month will be treated as one month.

Funds needed for the granting of CNA Incentive shall be drawn from savings generated from the cost-cutting measures.

- **EFFECTIVITY**

Payment of the CNA Incentive shall be made not earlier than December 15 of every year.

This Section shall be subjected to the approval of the implementing guidelines set thereof.

## ARTICLE X OTHER PRIVILEGES

**Section 1.** The University shall grant members other privileges and provisions that shall foster harmony, security, and efficiency.

**Section 2.** Housing. Providing for the well-being of the members, the University shall see to it that its academic employees, especially the low- salaried, enjoy better quality of life by providing a shelter program in coordination with the concerned government agency.

**Section 3.** Medical and Dental Care. The University with its retained physician and dentist in accordance with the request of the CvSU-FA and its members, monetize or encash



in favor of each member the value or amount of such retainer fees computed at Php 1,000.00 per month, for a total of Php 12,000 per year.

**Section 4. Anniversary Bonus.** The University shall grant Anniversary Bonus of Three Thousand Pesos (Php 3,000.00) to be given to each employee who has rendered at least one year of service to the University on the occasion of the University's milestone year.

**Section 5. Cash Benefit for Retirees.** In recognition of the contribution to public service while in active duty of employee, the University shall grant a cash incentive of One Thousand Pesos (Php1,000.00) per year with a minimum service of 10 years up to maximum of twenty thousand pesos (Php20,000) to retiring personnel.

**Section 6. Retirees Benefits.** The University and the CvSU-FA shall formulate and implement programs for retired academic employees which shall include but not limited to:

- a. Free health examination and hospitalization at CVSU infirmary;
- b. Assistance for housing and relocation outside the university;
- c. Free use of library facilities including books borrowing privilege;
- d. Training for livelihood projects;
- e. Wellness program
- f. Other rest and recreational programs including cultural shows like concerts and film viewing.

**Section 7.** The University shall develop and maintain sports, physical, cultural and spiritual program that will provide opportunities for his/her development on the same.

**Section 8. Leave Privileges.** In addition to authorized leave privileges set by the Civil Service Commission, the University shall grant a maximum of 5 days bereavement leave to a covered employee when his father or mother, father/ mother in -law, spouse, children and brother or sister dies. Provided however, that the university will grant bereavement leave only once in a year.

**Section 9. Legal Assistance to Members.** The University and the CvSU-FA shall promulgate guidelines to indemnify litigation expenses for academic employee who may be sued for acts arising from the performance of their official duties and responsibilities or who may be required to appear in any court or government agency.

**Section 10. Limited Practice of Profession and Management of Private Enterprise.** Upon request of member, the University shall grant permission for private practice of profession or managerial skills subject to CSC rules and regulations and existing university guidelines and policies.

## **ARTICLE XI GRIEVANCE MACHINERY AND DISPUTE**

**Section 1. Definition.**

- a. "Grievance" means any complaint or allegation by a member of the CvSU-FA against the University on misinterpretation or violation of terms of this agreement.
- b. The "Party in Interest" is either the person or persons making the claim, or the person or persons against whom the claim is made, including but not limited to the following:

- b.1. "Grievant" is the person or persons, who has the grievance and is presenting the claim.
- b.2. "Consultant" is the one who advises either party in interest.
- b.3. "Representative" is the one who may speak for and/or advise a party in interest.
- b.4. "Immediate supervisor" is the one who had direct administrative or supervisory responsibility over the grievant in the area of grievance, as stated in Board policy.
- c. "Persons officially involved" means the superintendent, his/her representatives and/or consultants; the grievant, his/her representatives and/or consultants; and witnesses.
- d. "CvSU-FA Committee" means the Association's "Grievance" Committee.

**Section 2. Purpose.** The following grievance procedure provides for the peaceful settlement of any differences arising from the interpretations, application or operation of this collective agreement, including any questions as to whether the differences are arbitrable or not. It is the declared intent of the CvSU-FA and the University to promote the prompt, efficient and just resolution of grievances either by informal or formal procedures to promote the best interests and welfare of those concerned. The procedures herein after set forth shall be the sole method for resolving grievances as that term is herein defined.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting academic employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The academic employees shall have the unqualified right to file grievances and neither the CvSU-FA nor the University may take any action against an academic employee as a result of the exercise of their right.

**Section 3. Content of Grievance.** A "written grievance" shall contain a complete but plain and statement of no less than the following

- a. The precise clause or provision of this Agreement which has allegedly been misinterpreted or misapplied;
- b. The actual facts, events, acts or decisions constituting the alleged misinterpretation or misapplication; the date thereof; the identity of the supervisor or other official who has allegedly misinterpreted or misapplied the clause or provision; the detriment suffered or to be suffered by the grievant;
- c. The date on which the grievant discovered the acts or decisions constituting the grievance; the date, place and approximate facts about the incidents
- d. The nature of the resolution of the matter at Level One and the reason such resolution is unsatisfactory to the grievant;
- e. The address of the grievant, and the name and address of any representative of the grievant to which notices shall be sent.



- f. The omission of any one or more matters specified above from the written grievance shall not invalidate the grievance; however, such grievant must make a substantial and good faith effort to include all the above information in the written grievance

## GREIVANCE PROCEDURE – REFER TO GRIEVANCE MACHINERY OF THE UNIVERSITY

**Section 4. Informal Procedure.** Within 15 days from the day of the event on which the complaint is based, or from the day on which the grievant(s) knew or should have known of the event, the grievant(s) shall discuss the grievance with Chair of the Department, or equivalent position in respective College, with the objective of resolving the complaint informally. The use of informal means to settle disputes shall not affect the right of the academic employee. If within another 15 days after a complaint is first raised with the Department Chair a settlement is reached, the settlement shall be reduced to writing and signed by the Department Chair and the complainants.

### **Section 5. Formal Procedure.**

#### *Level One: Director or Equivalent Position in the College*

If a complaint is not settled within 15 days of it being raised with the Unit Head, a grievant(s) who decides to pursue the complaint must present it in writing to the Director or equivalent position in the college within fifteen (15) days after the expiry of the 30 days. The grievant(s) and/or CvSU-FA shall complete the Grievance Form, which includes the specific provision(s) of this Agreement allegedly violated, the statement of the facts surrounding the grievance and the remedy requested. The Director or equivalent position in the college shall, if requested, meet with the grievant(s) and the CvSU-FA representative, usually the head of the CvSU-NAEA's Grievance Committee. Within 15 days of having received the grievance, the Director or equivalent position in the college shall provide a written decision on his or her disposition of the grievance to the grievant(s) and the CvSU-FA.

#### *Level Two: Vice president for Administrative and Support Services*

A grievance may be submitted to the Vice President for Administrative and Support Services in cases where the grievant(s) and/or the CvSU-FA are not satisfied with the decision at Level One within fifteen (15) calendar days, or where the grievance is of a campus-wide nature, or where the grievance is based on a VPASS decision. The grievant(s) and/or the CvSU-FA and the Vice-president for Administrative and Support Services shall meet and discuss within ten (10) calendar days after such filing.

The Vice President shall then consider the grievance and render a decision with the reasons in writing to the grievant(s) and the CvSU-FA within fifteen (15) calendar days from the date on which the grievance was filed with the VPASS.

#### *Level Three: University President*

A grievance may be submitted to the president in cases where the grievant(s) and/or the CvSU-FA are not satisfied with the decision at Level Two within fifteen (15) calendar days, or where the grievance is of a system-wide nature, or where the grievance is based on a presidential decision.



The grievant(s) and/or the CvSU-FA and the president shall meet and discuss within ten (10) calendar days after such filing.

The president shall then consider the grievance and render a decision with the reasons in writing to the grievant(s) and the CvSU-FA within fifteen (15) calendar days from the date on which the grievance was filed with the president.

*Level Four: Arbitration*

If the grievance is not resolved to the satisfaction of the CvSU-FA at Level Three, the CvSU-FA may submit the grievance and notice to arbitration to the Administration within thirty (30) calendar days of the receipt of the written response at Level Three. Within ten (10) calendar days of the Administration's receipt of the notice to arbitration, the parties shall select three (3) members of the arbitration panel, individuals whose name first appears on the list of arbitrators chosen by the CvSU-FA and the Administration. The three-member panel then selects among themselves who will act as chair of the arbitration panel. Upon acceptance by the selected arbitration panel, the Administration and the CvSU-FA shall promptly file with the arbitration panel:

- 1) a copy of this Agreement
- 2) a copy of the written notice, sent to the Administration, of the CvSU-FA's intent to initiate arbitration; and
- 3) a complete copy of the grievance record

A system counsel and representatives from both parties may be present during hearing only as observers. The arbitrator, unless the time limit is mutually waived by the parties, shall render a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision and award of arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement. The costs of arbitration, exclusive of those incurred by both parties in preparing and presenting its case, shall be borne equally by both parties.

**Section 6. Legal counsel.** Parties to a grievance have the right to legal counsel. Participation by counsel however is discouraged in the processing of the grievance. They shall not directly participate in the proceedings, but they could observe upon approval of a formal request by concerned party(s).

**Section 7. Time Limits.** These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. However, time limits may be extended 5 additional days at any level, other than the initial filing period, with written notice to the other party. Any further extensions will be by written agreement of the parties.

**Section 8. No reprisal – Witnesses.** No reprisal of any kind shall be taken against any academic employee because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file and basic file of any individual involved in the grievance procedure.

**Section 9. Official forms.** The Grievance Specification (Annex A) and Notice of Intent to Arbitrate (Annex B) are provided as annexes to this agreement. – MAYBE ALREADY INCLUDED IN THE GRIEVANCE MACHINERY OF THE UNIVERSITY



**ARTICLE XII  
IMPLEMENTING RULES AND REGULATIONS**

**Section 1.** CVSU-FA-MANAGEMENT CONSULTATIVE BODY. For purposes of maintaining continuous lines of communication, consultation and dialogue between the UNIVERSITY and the CVSU-FA, a CvSU-FA-Management Consultative Body shall be created at the System-level to be composed of three (3) representatives from each party.

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

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

**ARTICLE XIII  
ENTIRETY and AMENDMENT CLAUSE**

**Section 1.** Amendments. For purposes of considering specific proposals, amendments, or negotiations for new terms and conditions, the proponent-party shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments.

**Section 2.** Separability/Saving Clause. If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, said provision or the application thereof will be deemed invalid, except to the extent permitted by law, but all other provisions or applications will continue to have force and effect. The parties will meet not later than fifteen (15) days after said provision is declared invalid for the purpose of amending or revising the same.

**ARTICLE XIV  
EFFECTIVITY**

**Section 1.** This agreement shall become effective immediately after its signing and ratification by a majority of the members of the CVSU-FA and upon confirmation by the Board of Regents. This agreement shall remain in force and effect for a period of three (3) years.

**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 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.

**Section 3.** The UNIVERSITY and the CVSU-FA agree to review the provisions on benefits and other privileges after two (2) years.

**Section 4.** Printing and Distribution of the Agreement. The UNIVERSITY shall be responsible for the printing of this Agreement; and the CVSU-FA shall be in charge of distribution and dissemination of copies. The printing and distribution should be done not later than two weeks after approval and signing. The Agreement shall also be posted on the website of the University.



CERTIFICATION

IN WITNESS WHEREOF, the parties through their authorized representatives sign this Agreement, this NOV 17 2020 day of \_\_\_\_\_ in Indang, Cavite, Philippines.

CAVITE STATE UNIVERSITY

CvSU FACULTY aSSOCIATION

By: 


By: 

HERNANDO D. ROBLES  
President


~~GIL B. RAMOS~~  
President

WITNESSES:

Signed in the presence of:

  
CRISTINA A. TOLINGA  
VP-ASS

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 17<sup>th</sup> DAY OF NOVEMBER 2020  
MUNICIPALITY OF TMC PROVINCE OF CAVITE MR. ROBLES & MR. RAMOS  
EXHIBITING COMPETENT EVIDENCE OF IDENTITY PASSPORT # P4847899A  
CVSU ID 2000-174

  
ATTY. MORRISON M. MENDOZA  
NOTARY PUBLIC  
Until December 31, 2020  
Commission No. TMNP-006-19  
Block 34 Lot 2 Nevada St. Sampaguita Village  
Trece Martires City, Cavite  
PTR No. TMC 7169536 January 4, 2019  
2019 (BP No. 053730 November 6, 2018  
Roll of Attorneys No. 69639  
MCLE Compliance No. VI-MJ29014, October 1, 2019

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**Annex. As provided in Article XXII on grievance procedures.**

**Annex A. Grievance specification**

**GRIEVANCE SPECIFICATION FORM**

As provided in *Article XXII* of the agreement between the CvSU-FA and the University, a "grievance" means any complaint or allegation by a member of the CvSU-FA against the University on misinterpretation or violation of terms of this agreement. It is the declared intent of the CvSU-FA and the University to promote the prompt, efficient and just resolution of grievances either by informal or formal procedures to promote the best interests and welfare of those concerned, and in maintaining harmony within the campus environment.

Name of person with grievance:	Tenure status <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary Appointment expires on: Day:      Month:      Year:
Department:	Job position title:
College:                      Campus:	
Mailing address (other than Department):	Contact phone:  Email:
Statement of grievance (include date of acts or omissions complained of):	
Remedy or corrective action requested:	
Provisions of University – CvSU-FA agreement alleged to have been violated:	
<b>I will be represented in the grievance proceedings by:</b> <input type="checkbox"/> Myself <input type="checkbox"/> Representative <input type="checkbox"/> CvSU-FA	<b>Signature of person with grievance:</b>  <b>Date:</b>
Received by:  Date received:	<i>(To be filled up by responsible officer)</i> Action taken:                      By: <input type="checkbox"/> Preliminary meeting set on (date): <input type="checkbox"/> Referrals to concerned parties: <input type="checkbox"/> Acknowledgement & copies communicated on (date): Other action:

*Note: Please attach additional pages if necessary. It is recommended that each grievance be filed & processed separately.*





**GROUND RULES  
BETWEEN THE CVSU-FA  
AND THE CAVITE STATE UNIVERSITY**

In connection with the Collective Negotiation Agreement between the CvSU-FA and the Cavite State University, the following is hereby agreed upon:


1. Time Limits and Schedule of Meetings – The parties to the Collective Negotiation Agreement shall endeavor to finish the negotiations not later than four (4) months from the start of the negotiations. Negotiation meetings shall begin on January. Meetings shall be held at least once every three (3) weeks on Mondays/Tuesdays/Fridays at a time mutually agreed upon by the two panels. If more time is needed for negotiations, the parties agree to hold meetings on other days until completion of the agreement.
2. Venue – The negotiation meetings shall be held at Lasap Hall, Administration Building or at such place in the various campuses of the CvSU System mutually agreed upon by the parties.
3. Composition of Negotiating Panels – Each panel shall be composed of a minimum of five (5), maximum of six (6) regular members and a minimum of three (3), maximum of four (4) alternates. However, each negotiating panel shall only be allowed a total of 9 members. The names and positions of the members of both panels shall be known at least five (5) days before the first negotiation meeting.
4. Composition of the Secretariat – Each party shall have its own secretariat to be composed of three (3) permanent members under the supervision and direction of the Chair of each respective panel.
5. Quorum – The presence of at least three (3) members from each panel shall be sufficient to hold negotiation meetings. A maximum of six (6) members of the regular or alternate panel shall sit in the negotiations. Observers shall be allowed during the negotiation meeting.
6. Official Business – The members of the CvSU-FA Negotiation Panel and members of its Secretariat shall be on official business during the meetings and at such reasonable times as may be necessary to do research and consultations. The University shall send official communication to the corresponding Deans, Department Chairs or Directors informing them that the members of the CvSU-FA's negotiating panel and its secretariat shall be considered on official business for activities related to the negotiations.
7. Access to Facilities – The University Panel shall provide the CvSU-FA free access to office spaces and facilities during negotiation.
8. Information Dissemination – The University shall provide the CvSU-FA with space in bulletin boards in strategic areas in every campus for the posting of developments related to the negotiations and other related activities. The University will provide a link in its website to the CvSU-FA's online bulletin to facilitate dissemination of information regarding the progress of the negotiation.
9. Postponements and Delays – No postponements of scheduled meetings shall be allowed except for very urgent reasons. In no event shall consecutive meetings be postponed at the instance or request of one panel.

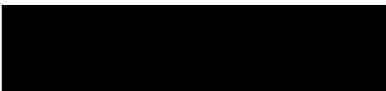


The resolution or non-resolution of issues not relevant to the CNA shall not impede in any manner the progress of the current negotiation.

10. Authority – The authority to be given by the principal of both parties to their negotiating panels shall include the authority to negotiate and to bind their respective principals to the matters agreed upon. Such authority shall be in writing and submitted to the other party by not later than five (5) days before the first negotiation meeting.
11. Access to Financial and Other Relevant Records of the CvSU – The CvSU Administration shall provide the CvSU-FA verified financial status and other relevant documents/records that are not considered confidential according to law and jurisprudence.
12. Cost of Negotiation – Each party shall bear its own cost of preparing its written proposals and for the negotiation itself. The cost of venue, board and travel as well as food and drinks to be provided shall, however, be shouldered by the University. Both panels shall agree upon the venue, place of boarding and mode of travel of the CvSU-FA Panel. In no instance shall the CvSU Administration shoulder more than the cost of nine (9) members of the negotiating panel and three (3) members of the CvSU-FA's secretariat.
13. Sequence of Issues – The parties shall first discuss and negotiate the employees' democratic rights and issues, and other issues related to employees' welfare and working conditions. Nothing shall stop the parties, however, from mutually agreeing on changing the sequence of issues or from suspending the discussion of a particular issue to give way to another.
14. Proceedings/Meetings – The two Secretariats shall prepare and reconcile the minutes of the meetings. Minutes of the previous meeting shall be duly signed by the parties at least a week before the next negotiation meeting.
15. Good Faith Bargaining – After the submission of the CvSU-FA's CNA proposal, the CvSU Administration panel shall submit its counter proposal within fifteen (15) working days after receipt of the proposal or at least three (3) working days before the next meeting. Subsequent written proposals from either party on specific provisions of the proposed CNA shall be answered in writing within ten (10) working days after receipt.

To signify their approval of these ground rules, the signatures of the President of the CvSU and the President of the CvSU-FA appear below.

  
GIL D. RAMOS  
President  
CvSU-Faculty Association

  
HERNANDO D. ROBLES  
President  
Cavite State University