

CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 2961

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

**MINDORO STATE COLLEGE OF
AGRICULTURE AND TECHNOLOGY
BONGABONG CAMPUS FACULTY
ASSOCIATION (MBCFA)**

and the

**MINDORO STATE COLLEGE OF
AGRICULTURE AND TECHNOLOGY**

Main Campus, Alcate, Victoria, Oriental Mindoro

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

18 December 2023 to 17 December 2026

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ATTY. ~~KARLO~~ A. B. NOGRALES

Chairperson



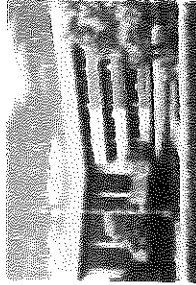
Attested by:

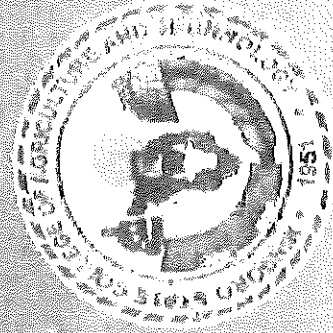
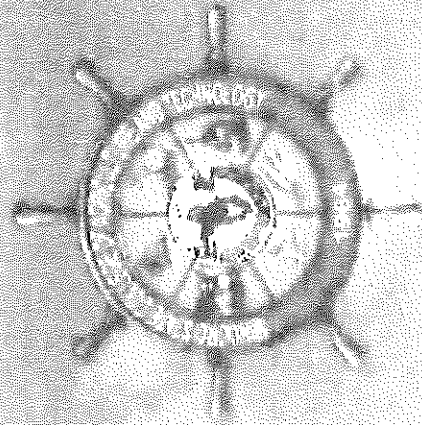
sgd

MA. ~~TERESA~~ C. FERNANDEZ

Director IV

Human Resource Relations Office





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MBCFA

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COLLECTIVE NEGOTIATION AGREEMENT

BETWEEN

MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY
BONGABONG CAMPUS
AND MBC FACULTY ASSOCIATION (MBCFA)

KNOW ALL MEN THESE PRESENTS:

This Collective Negotiation Agreement (CNA) was entered into by and between:

The MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY BONGABONG CAMPUS duly organized and existing under and by virtue of CHED Order No. 27, s. 2000 with principal office address at Labasan, Bongabong, Oriental Mindoro, hereinafter referred to as the "COLLEGE", represented by its President, DR. LEVY B. ARAGO JR.,

and

The MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY BONGABONG CAMPUS FACULTY ASSOCIATION (MBCFA) a legitimate employees association duly organized and registered with the Department of Labor and Employment and the Civil Service Commission under Registration Certificate No. 1614 dated April 2, 2007, and accredited by the Civil Service Commission with Accreditation No. 683 dated June 18, 2008, with postal address at Labasan, Bongabong, Oriental Mindoro, hereinafter referred to as the "ASSOCIATION" represented by its President, ENRIQUE T. MAGALY JR. and its duly constituted Negotiating Panel members.

WITNESSETH that:

WHEREAS, the 1987 Constitution, among others provide that the right of the people including those employed in the public and private sectors to form unions, associations, or societies for purpose not contrary to law shall not be abridged (Section 8, Article III);

WHEREAS, Executive Order NO. 180, series of 1987, provides: "It shall guarantee the right of all workers to self-organization, collective bargaining and

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negotiations, and peaceful concrete activities in accordance with the law", the Constitution also provides;

WHEREAS, the MBCFA has been registered by the Bureau of Labor and Relation, Department of Labor and Employment, with Registration No. 1614, of 2007 and accredited by the Civil Service Commission under Certificate No. 682 and is the sole and exclusive bargaining agent for all non-teaching rank-and-file employees in the Mindoro State College of Agriculture and Technology Bongabong Campus;

WHEREAS, the COLLEGE and the ASSOCIATION now agree to enter into a Collective Negotiation Agreement (CNA) to establish, maintain, and regulate the terms and conditions of employment through the proper observance of democratic processes compatible with Executive Order No. 180 and it's Implementing Rules and Regulations with the view of facilitating the peaceful adjustment of differences and grievances that may arise between the parties, and to promote harmony, efficiency, and productivity to the end that the COLLEGE, the ASSOCIATION, and the general public may all mutually benefit, and finally promote and guarantee peace harmony in the spirit of cooperation;

NOW, THEREFORE, for and in consideration of the above premises, Mindoro State College of Agriculture and Technology Bongabong Campus and the MBC Faculty Association do hereby bind themselves and mutually agree on the following terms and conditions.

ARTICLE I RECOGNITION OF MBCFA AS THE SOLE AND EXCLUSIVE NEGOTIATING UNIT

Section 1. The College hereby recognizes the MBCFA as the sole and exclusive collective negotiating unit of all non-teaching rank-and-file faculty of the COLLEGE with respect to terms and conditions of employment.

Section 2. MBCFA AS THE SOLE AND EXCLUSIVE REPRESENTATIVE.
The College agrees to deal only through, and directly with MBCFA on all matters and issues affecting the rights, benefits, and interests of all rank-and-file faculty as the negotiating unit during the effectivity of this Agreement.

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ARTICLE II NEGOTIATING UNIT

The negotiating unit is composed of all rank-and-file employees of the college who are holding permanent positions and are bonafide members of MBCFA.

ARTICLE III DECLARATION OF PRINCIPLE

Section 1. PUBLIC INTEREST AND ETHICS. The COLLEGE recognizes public service as an essential component of sovereign power. It shall uphold the right of the employees and the ASSOCIATION to effective and reasonable participation at all levels of decision-making, particularly on terms and conditions of employment.

Section 2. COLLEGE PROGRAM AND OPERATION. The COLLEGE, cognizant of the government's policy of transparency, recognizes the ASSOCIATION as an advocate of change for the growth, progress, and full development of the COLLEGE, and the right of the ASSOCIATION to assist management in the formulation, identification, and development of programs/projects of the COLLEGE.

Section 3. LOYALTY AND FIDELITY TO PUBLIC INTEREST. The ASSOCIATION and the COLLEGE are duty-bound to see to it that the highest standards of ethics, morality, and fidelity to the public interest are observed.

Section 4. AUTHORITY. The MBCFA recognizes and respects the authority of the COLLEGE management and the implementation of existing laws governing terms and conditions of employment, establishment of policies, guidelines, rules, and regulations on personnel actions; and the provision and maintenance of employee welfare and benefits provided under the law.

Section 5. PRODUCTIVITY AND INDEPENDENCE. The COLLEGE and MBCFA recognize the desirability of creating an environment that guarantees the productivity and independence of the ASSOCIATION.

Section 6. EQUALITY. The COLLEGE and MBCFA believe in equality among men and women, and the eradication of all forms of discrimination, and thus, recognize the vital role of collective negotiation in pursuing their commitment towards a truly gender-responsive bureaucracy.

Section 7. INVALUABLE CONTRIBUTIONS. The COLLEGE recognizes the invaluable contribution of MBCFA in the formulation of policies, plans, and programs affecting the rights, career development, welfare, and benefits of faculty, and client service improvement.

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Section 8. *PROHIBITION AGAINST DISCRIMINATION.* The COLLEGE hereby guarantees that there shall be no discrimination, in any manner or form, against any faculty due to membership in, or lawful acts performed as an officer or member of MBCFA.

ARTICLE IV PRIVILEGES AND BENEFITS

PRIVILEGES AND BENEFITS. All privileges and benefits that are not provided for in this agreement, but which are presently accorded or may be in the future be accorded to employees shall not be discontinued by the COLLEGE, unless otherwise provided by law.

All privileges and benefits like the Collective Negotiation Agreement incentives shall be granted as authorized under the Public Sector-Labor Management Council (PSLMC) Resolution No. 4, s. 2002 for State Universities and Colleges (SUCs), National Government Agencies, and Local Government Units and Administrative Order No. 135, subject to strict compliance with the conditions specified in Budget Circular No. 2006-1.

Section 1. *OFFICIAL TIME/UNION TIME OFF.* Official time shall be granted by the COLLEGE to MBCFA officers and members from official duties for employee representation in labor/management activities.

Section 2. *ASSOCIATION'S ECONOMIC PROJECTS.* MBCFA shall be allowed to engage in any economic projects and income-generating activities that will redound to the benefit of its members, provided that these are not contrary to law, morals, public orders, public policy, Commission on Audit Rules and Regulations, and the COLLEGE policies.

Section 3. *PROVISION OF SERVICE VEHICLES.* The COLLEGE agrees to provide service vehicles for the use of MBCFA in attending official meetings called by any government agency, labor union federations, and other duly accredited organizations that will advance the interest of the MBCFA, subject to the availability of said vehicle.

ARTICLE V
ASSOCIATION SECURITY

Section 1. MEMBERSHIP IN THE ASSOCIATION. All rank-and-file faculty of the COLLEGE who are members of the MBCFA as of the date of signing of this agreement shall continue to remain as members and all others shall be eligible to become members of the MBCFA voluntarily.

Section 2. CHECK-OFF. The treasurer shall collect from every association due and such other fees and assessments that the ASSOCIATION may have. In the case of fees and assessments, other than monthly union dues, the UNION shall inform the COLLEGE and each member of such fees and assessments. In implementing this provision, there should be a written authorization from the members.

Section 3. ORGANIZATION STRUCTURE. The MBCFA shall be considered as a partner of the College in evolving development programs/projects of the COLLEGE on the issues and concerns allowed under EO No. 180, series of 1987, and its Implementing Rules thereof. The MBCFA is recognized as an advocate of change for the growth, progress, and full development of the COLLEGE and its faculty members.

Section 4. COLLECTION PROCEDURES. For smooth implementation of the above provisions in Section 3 and Section 4 of Article V, the mechanisms provided herein will be strictly observed:

- a. The MBCFA Treasurer will submit to the personnel concerned authorized to make payroll, the list of the members of MBCFA with their corresponding check-off of deduction/dues on a particular period as well as the list of non-members due for special assessment.
- b. The disbursing officer makes a notice showing the amount collected within a month from the date the collections are made to the MBCFA treasurer.

Section 5. AGENCY FEE. The COLLEGE shall deduct from the salaries of all non-members and enjoy the benefits under this Collective Negotiation Agreement an amount equal to the duly prescribed annual or monthly dues commencing from the start of the said negotiations until its subsequent approval. Authorization, however, is not required for the deduction of the Agency fee. The ASSOCIATION shall strive to work for and negotiate on benefits and conditions for all members of the negotiation unit regardless of membership in the ASSOCIATION and ensure that these are applied equally to all.

Non-association members who refuse or fail to pay the Agency fee shall not be entitled to receive any of the benefits that may be granted by virtue of this Agreement, subject to existing rules and regulations applicable on this matter.

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ARTICLE VI
FACULTY MEMBERS AND MANAGEMENT RELATIONS

Section 1. REPRESENTATION IN COLLEGE COMMITTEES/ COUNCILS/ BOARDS. The COLLEGE hereby agrees that the MBCFA President and/or authorized representatives shall be automatic members of the planning board/body of the COLLEGE and other committees pertaining to faculty welfare and benefits such as but not limited to academic personnel selection board; fellowship and grants; faculty performance evaluation; housing and search for scholarship unless it shall not be violative of any existing laws.

Section 2. ACCESS TO PUBLIC DOCUMENTS. The COLLEGE may furnish MBCFA, every year upon request, a list of new employees within the negotiating unit who have been issued permanent appointments to update union members.

ARTICLE VII
EDUCATIONAL AND PROFESSIONAL DEVELOPMENT

Section 1. RECOGNITION OF NEED FOR PROFESSIONAL DEVELOPMENT. The parties agree on the need to promote professional growth and development in all areas of work. These promotions on professional growth and development shall not be limited to training courses of instructions, seminars, and workshops but shall include fellowship, study grants, sports fest, and similar development programs which may be deemed necessary, subject to the COLLEGE rules and other related laws and availability of funds.

Section 2. SPORTS/RECREATIONAL AND SOCIAL DEVELOPMENT. The COLLEGE and MBCFA shall implement sports development and recreational programs to enhance the physical and mental well-being of the employees. The COLLEGE shall allocate an amount not exceeding One Thousand Two Hundred Pesos (Php 1,200.00) based on the provisions of the General Appropriation Act (GAA) per employee participant to be used for the purchase of costumes or uniform, and other related expenses in the conduct of cultural and athletic activities.

Section 3. EMPLOYEES EDUCATIONAL TRIP ACTIVITIES. The COLLEGE shall promote educational trips, and the expenses shall be shouldered by the employees with counterparts from the COLLEGE subject to the availability of funds.

Section 4. SPIRITUAL ENHANCEMENT. The COLLEGE shall continue to allow the celebration of the Mass every month on the campus as scheduled. Employees belonging to other religious beliefs shall likewise be allowed a similar opportunity.

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Section 5. *STUDY LEAVE*. The COLLEGE may grant study leave privileges to MBCFA members who are about to take board/bar exams or who are writing their theses/dissertations as provided under Civil Service Law, Rules, and Regulations, subject to the guidelines to be formulated later.

Section 6. *HUMAN RESOURCE IMPROVEMENT*. To avoid human resources problems, the following will be strictly observed:

- a. The ASSOCIATION is obliged to marshal its ranks to avoid the incidence of tardiness and absenteeism by 5% and counsel each member who is frequently tardy or absentee.
- b. The ASSOCIATION is obliged to marshal its ranks so that all its members will wear the prescribed complete uniform on the day specified by the COLLEGE subject to the exemption of those who are on fieldwork. Official travel, pregnant women, bereaved period, special occasions of the college like MinSCAT Anniversary, CSC Celebration or Christmas where certain attire is required, and during inclement weather.

ARTICLE VIII SAFETY AND HEALTH

Section 1. *SAFETY AND HEALTH REQUIREMENTS*. The COLLEGE shall conform to and comply with applicable regulations requiring safety, health, and sanitary working conditions prescribed by law whenever possible.

Section 2. *FREE ANNUAL DENTAL AND MEDICAL SERVICES*. The COLLEGE shall provide free dental and medical services which are available in the College Clinic.

ARTICLE IX GRIEVANCE MACHINERY

Section 1. The parties agree that any complaint arising from the ASSOCIATION shall be disposed of in accordance with the pertinent provisions set by the COLLEGE and other CSC rules and regulations.

Section 2. The member of the MBCFA shall be represented by the president or an authorized representative.

**ARTICLE X
COST SAVING MEASURES**

Section 1. COST SAVING MEASURES. The MBCFA shall assist the Management in ensuring the efficient implementation of the cost-saving measures prescribed by the management, particularly in the delivery of basic services to the people at a lesser cost.

Section 2. AUSTERITY MEASURE. All employees shall adopt the austerity program of the management throughout the life of CNA by faithfully complying with the following: recycling used supplies; putting off lights and air condition units, and the like every afternoon break and every office hour and observing water conservation and apply all means by which the college can save.

Section 3. INCOME GENERATING PROJECTS. The ASSOCIATION shall be encouraged to undertake income-generating projects to augment the income.

**ARTICLE XI
ENTIRETY AND MODIFICATION CLAUSE**

Both parties agree that the terms and provisions herein constitute the entire agreement between the parties on such terms and provisions and supersedes all previous communication, representations, or agreement, either verbal or written, between the parties with respect to said matters. Both parties agree that negotiations shall not be reopened on any of the terms and provisions contained in this agreement except by mutual consent or as otherwise provided herein.

During the effectivity of the agreement, the ASSOCIATION shall promote peace and harmony within the ranks. It shall cooperate with COLLEGE in the implementation of directives from proper authorities in line with the existing political, economic, and social conditions of the country.

**ARTICLE XII
SEPARABILITY CLAUSE**

Any provision(s) of this Agreement which is contrary to law or declared invalid by any court of competent jurisdiction, or which may be subsequently modified or amended by the parties shall automatically be invalidated but all other provisions or applications not affected thereby shall continue to be in force an in effect.

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ARTICLE XIII EFFECTIVITY AND DURATION

Section 1. This Agreement shall become effective after the signing of this Agreement and shall remain in effect within three (3) years as per Executive Order No. 180 or until rendered inoperative.

Section 2. If during the duration of this Agreement, certain improvements on the terms are found to be appropriate and beneficial to both parties, corresponding amendments shall be introduced.

ARTICLE XIV CONTINUITY CLAUSE

Both parties agree to meet at least thirty (30) days before this Agreement to negotiate a new agreement to govern the relations of both parties. If no agreement is reached at the expiration of this Agreement, the Agreement shall remain in full force and effect until a new agreement is reached, which shall retro-act to the first day immediately following the expiration.

ARTICLE XV COLLECTIVE NEGOTIATION INCENTIVE

Collective Negotiation Incentives. Both parties agreed to have a cost-saving measure without prejudice to the implementation of programs and activities of the COLLEGE. In recognition of the effort of both parties, the CNA Incentive may be paid to all ASSOCIATION members every year that savings are generated during the life of the CNA (Section 5, Administrative Order No. 135, s. 2006).

Republic of the Philippines)
Bongabong, Oriental Mindoro)

OCT 23 2023

In the Municipality of Bongabong, Oriental Mindoro, Philippines this _____ day
of _____, 2023 personally appeared before me:

Name	Valid I.D.	Issued at	Date Issued
Dr. LEVY B. ARAGO JR	<u>PRC Lic. 0088938</u>	<u>Manila</u>	<u>07/28/1997</u>
ENRIQUE T. MAGALAY JR	<u>PRC Lic. 1123373</u>	<u>Manila</u>	<u>04/16/2012</u>

to me known to be the same persons who signed and executed the foregoing eleven (11)
pages of documents, including this acknowledgment, and acknowledge before me that the
same is of their voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial
Seal at the place and on the date above written.

Doc. No. 405
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Book No. XIV
Series No. 2023

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ATTY. PRINCESS JANINE R. SY
NOTARY PUBLIC Commissioned in Oriental Mindoro
Notarial Commission No. 091-23 until 31 December 2023
Burgos St., Poblacion, Bongabong, Oriental Mindoro
Roll of Attorney's Number 73331
PTR No. 3036338A: Bongabong, Oriental Mindoro, 01-11-2023
IBP No. 282134: Oriental Mindoro; 01-10-2023
MCLE Compliance: Initial Compliance until 14 April 2025

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative have executed this **COLLECTIVE NEGOTIATION AGREEMENT** this 21st day of SEPTEMBER, 2023.

Mindoro State College of Agriculture
& Technology, Bongabong Campus

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LEVY B. ARAGO JR., Ph. D.
President

MBC Faculty Association

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ENRIQUE T. MAGALAY JR.
President

WITNESSES:

sgd

CIEDELLE P. SALAZAR, Ph. D.
Campus Director

sgd

ELVIC. ESCOBAR, Ph. D.
Campus Director

sgd

GREGORIA C. PESIGAN, Ed. D.
Adviser/Consultant