



CSC-BLR Certificate of Registration No. 610
CSC Accreditation No. 715

LSPU FACULTY ASSOCIATION COLLECTIVE NEGOTIATION AGREEMENT PROPOSAL

2024-2027

COLLECTIVE NEGOTIATION AGREEMENT
LSPU FACULTY ASSOCIATION
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COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This Collective Negotiation Agreement entered into and executed this ____ day of _____, ____ by and between:

The **LAGUNA STATE POLYTECHNIC UNIVERSITY (LSPU)**, duly created by virtue of Republic Act 9402 with principal office address at Santa Cruz, Laguna, hereinafter referred to as the “UNIVERSITY” and represented by;

UNIVERSITY Committee on Collective Negotiation Agreement

DR. MARIO R. BRIONES	University President/Chair
NAME	Vice Chair
NAME	Member
NAME	Member
NAME	Member
NAME	Member
NAME	Alternate member
NAME	Alternate member
NAME	Alternate member

UNIVERSITY CCNA Secretariat

NAME	Chair
NAME	Member
NAME	Member

And

LSPU FACULTY ASSOCIATION (LSPU-FA), a DOLE-BLR registered faculty employees’ organization with Registration Certificate No. 610 and accredited by the Civil Service Commission with Accreditation No. 715 as the sole and exclusive negotiating agent of all rank-and-file academic faculty of LSPU in accordance to the rules and regulations issued by the Public Sector Labor Management Sector, with office address at Laguna State Polytechnic University, Santa Cruz, Laguna, hereinafter referred to as the “FACULTY ASSOCIATION” and represented by:

FACULTY ASSOCIATION Committee on Collective Negotiation Agreement

- President/Chair
- Vice Chair
- Member
- Member
- Member
- Member
- Alternate member
- Alternate member

FACULTY ASSOCIATION CCNA Secretariat

- Chair
- Member
- Member

EMPLOYEES’ ORGANIZATION MANAGEMENT CONSULTATIVE COMMITTEE

UNIVERSITY

NAME	Chair
NAME	Vice Chair
NAME	Member
NAME	Member
NAME	Member

FACULTY ASSOCIATION

NAME	Chair
NAME	Vice Chair
NAME	Member
NAME	Member
NAME	Member

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 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-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 (EO) 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 to negotiations between accredited unions and appropriate government authorities;

WHEREAS, the Amended IRR of EO 180 prohibit the government authorities from interfering in the establishment, functioning, management or administration of employees’ organization affairs such elections, adoption or amendments of constitution and bylaws, or review of financial records. Thus, these rights and privileges are exercised by officers and members of the employees’ organization.

WHEREAS, Section 1 (i) of Rule 1 of the Amended Rules and Regulations Governing the Exercise of the Right Government Employees to Organize defines Collective Negotiation

Agreement (CNA) as the negotiated contract between an accredited employees' organization representing a negotiation unit and the employment/management concerning terms and conditions of employment and improvements thereof that are not fixed by law;

WHEREAS, Section 2 of Rule 2 provides that employees in agencies of the national government and their regional offices, attached agencies and their regional offices, state universities and colleges, government-owned or controlled corporations with original charters, and local government units, can form, join or assist employees' organizations, labor-management committees, work councils and other forms of employees' participation schemes of their own choosing for the purposes above-stated;

WHEREAS, there is a need to create an Employees' Organization-Management Consultative Committee (Committee, for brevity) or a similar body composed of representatives from management and the Sole and Exclusive Negotiating Agent (SENA) which shall monitor the implementation of the CNA provisions and shall foster better relations between labor and management;

WHEREAS, the UNIVERSITY recognizes the right of employees to self-organization and to collective negotiations on terms and conditions of employment or improvements thereof as embodied in CSC MC No. 30, s. 1994;

WHEREAS, the FACULTY ASSOCIATION is the sole and exclusive negotiating agent of all rank-and-file employees of the UNIVERSITY;

WHEREAS, the FACULTY ASSOCIATION is also the association or the federation of the faculty members or the instructional staff of LSPU or the federation thereof which has been extended due recognition by its Governing Board (GB) to be its legitimate and lawful faculty association; as proposals for amendments by its constitution and bylaws may be made by the Executive Board or upon formal petition of at least twenty (20) percent of the general membership until after the same has been ratified by a two-thirds ($\frac{2}{3}$) vote of all the members of the ASSOCIATION, either at a special meeting or a referendum called for such purpose.

WHEREAS, considering that the Collective Negotiation Agreement entered into by the UNIVERSITY and the FACULTY ASSOCIATION on DATE and expired on DATE, parties hereto have agreed to negotiate and enter into a new Collective Negotiation Agreement;

WHEREAS, the UNIVERSITY and the FACULTY ASSOCIATION 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 services;

NOW, THEREFORE, for and in consideration of the foregoing and the stipulation hereunder set forth, the UNIVERSITY and the FACULTY ASSOCIATION agree and bind themselves to the provisions of this Collective Negotiation Agreement (CNA).

ARTICLE I DECLARATION OF PRINCIPLES

Section 1. The UNIVERSITY and the FACULTY ASSOCIATION recognize the basic rights of all workers to a living wage, security of tenure, career development, and humane working conditions which enhance academic freedom, excellence, and creativity.

Section 2. The UNIVERSITY and the FACULTY ASSOCIATION 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 negotiations, and peaceful concerted activities, including the right to strike in accordance with law.

Section 3. The UNIVERSITY and the FACULTY ASSOCIATION believe in the

equality among men and women 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 institution.

Section 4. The UNIVERSITY and the FACULTY ASSOCIATION agree that there shall be no discrimination against any member of the academic rank and file 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 5. The UNIVERSITY recognizes the FACULTY ASSOCIATION involvement 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 FACULTY ASSOCIATION 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 agency's Grievance Machinery, Personnel Selection Board (PSB), Employees' Organization Management Consultative Committee (EOMCC), Performance Management Team, and other committees, the composition of which requires the representation from the registered and accredited employees' organization or faculty association.

Section 6. The UNIVERSITY and the ASSOCIATION shall endorse the principles and spirit of academic freedom. The following constitute the provisions 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
- b. in discussing their subjects in the classroom;
- c. Negotiating unit members are entitled to freedom of political belief and/or affiliation;
- d. A negotiating unit member 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 the Constitution.

Section 7. The UNIVERSITY recognizes the FACULTY ASSOCIATION's involvement as part of the democratic process of knowing and addressing the sentiments of its constituents before arriving at a decision.

Section 8. The UNIVERSITY recognizes the participation of the FACULTY ASSOCIATION in the formation of agency's bodies and committees, formulation of policies, plans and programs affecting the rights, career development, welfare, and benefits of the faculty.

Section 9. The UNIVERSITY, as a state university, and the FACULTY ASSOCIATION should be accountable to the people, serve them with utmost responsibility and integrity and put the interest of the nation over foreign interests.

Section 10. The UNIVERSITY shall not interfere with the establishment, operations, and administration of the FACULTY ASSOCIATION programs, projects and activities, provided that they are not contrary to laws, morals, public order, public and UNIVERSITY policies, accounting and auditing rules and guidelines, or any business activities of the UNIVERSITY.

Section 11. The FACULTY ASSOCIATION recognizes the authority and prerogative of the UNIVERSITY to implement laws and policies governing the terms and conditions of employment, including the efforts of the UNIVERSITY to professionalize the civil service.

ARTICLE II DEFINITION OF TERMS

Section 1. Bad Faith. Under the labor law, the parties have a duty to approach

negotiations with a sincere resolve to reach a collective negotiation agreement, to be represented by properly authorized representatives who are prepared to discuss and negotiate on any condition of employment, to meet at reasonable times and places as frequently as may be necessary and to avoid unnecessary delays, and, in the case of the employer, to furnish upon request data necessary for negotiation. Bad faith negotiation is the absence of these elements and in which there is no real intent of trying to reach an agreement. It is often characterized by the failure to engage in the exchange of negotiation; the failure to offer counter proposals; cancellation of sessions; delays in negotiation; failure to meet at appropriate times or places; regressive or surface negotiation; or a general conduct designed to frustrate the negotiation process.

Section 2. Evergreen Clause. An automatic renewal clause. Such a clause purports to continue the terms of the contract indefinitely until the parties negotiate and ratifies a successor contract.

Section 3. Exclusive Representative. A union that has been recognized as having exclusive authority to negotiate wages, hours and working conditions on behalf of employees in the negotiation unit the union represents. Exclusive representation is usually attained by a petition and secret ballot election of employees in the unit.

Section 4. Fair share. In a union or association security clause of a contract, the amount a non-union or non-association worker must contribute to a union or association to support collective negotiation activities. This arrangement is justified on the grounds that the union or association is obliged to represent all employees faithfully.

Section 5. Good Faith. The mutual obligation of the employer and the employee union to negotiate over mandatory subjects of negotiation. In practical terms, this means approaching negotiation with an open mind, following procedures that will enhance the prospects of settlement, being willing to meet as often as necessary, providing the union with the information it needs to negotiate meaningfully, discussing the demands of employees freely and justifying negative responses to these demands and considering compromise proposals.

Section 6. Just Cause. A reason an employer must give for any disciplinary action it takes against an employee. An employer must show just cause only if a contract requires it. Most contracts have just cause requirements which place the burden of proof for just cause on the employer.

Section 7. Negotiating Unit. It is the unit composed of the DOLE-BLR and/or CSC registered regular members rank-and-file faculty members of the UNIVERSITY regardless of status of employment whether permanent and/or temporary and who do not have highly confidential designation or managerial position as defined under the Amended Rules of Executive Order No. 180. It is further understood that whenever used in this Agreement, the term University refers to Laguna State Polytechnic University System.

Section 8. Negotiating Panel. This refers to a group of individuals or representatives who are designated to engage in negotiations on behalf of a particular party or organization. The panel is typically formed to discuss and resolve issues, reach agreements, or make decisions through a negotiation process. Each panel between the UNIVERSITY and the FACULTY ASSOCIATION shall consist of minimum of five (5) to maximum six (6) and two (2) to three (3) secretariat regular members with two (2) to three (3) alternate regular members. The names of the members of both parties shall be made known at least five (5) days before the actual negotiations. The presence of at least five (5) members from each panel shall be sufficient to hold negotiation meetings.

Section 9. Members of the FACULTY ASSOCIATION. They refer to regular members' rank-and-file faculty with permanent and/or temporary employment status affiliated with the FACULTY ASSOCIATION and registered with DOLE-BLR and accredited by the CSC.

Section 10. Non-Members of the FACULTY ASSOCIATION. They refer to rank-and-file and those with managerial function employees who are non-members of negotiating agent (FACULTY ASSOCIATION) who wish to enjoy or accept benefits under the CNA subject to payment of agency fee to the negotiating agent in accordance with the PSLMC Resolution No. 1, s. 1993. UNIVERSITY personnel holding permanent, temporary and casual status. They are classified as agency employees.

Section 10. Saving Clause. A provision in a statute or contract that if any clause is determined to be unenforceable, the remainder of the statute or contract will remain intact and enforceable.

ARTICLE III COVERAGE AND SCOPE

Section 1. The parties agree that this CNA applies to all rank-and-file faculty members employed by the UNIVERSITY on all LSPU campuses, whether FACULTY ASSOCIATION members or not, regardless of academic rank, position, or designation, and length of service, either permanent or temporary.

Section 2. It is understood that the UNIVERSITY refers to Laguna State Polytechnic University System which main campus is located at Sta. Cruz, Laguna, including all existing satellite campuses or those that may be established in the future.

ARTICLE IV FACULTY ASSOCIATION RECOGNITION

Section 1. The UNIVERSITY recognizes the FACULTY ASSOCIATION as the sole and exclusive negotiating agent (SENA) representative of faculty members covered in Article III hereof with respect to salaries, teaching loads, hours of work, and other terms and conditions of employment, and such benefits may be provided by law, constitution, and jurisprudence.

ARTICLE V FACULTY ASSOCIATION SECURITY

Section 1. Maintenance of Membership.

- a. All members of the FACULTY ASSOCIATION, and those who become members thereafter, shall continue to maintain their membership including payment of dues, fees, and special assessments to the FACULTY ASSOCIATION as a condition of their continued rights and privileges stipulated in this agreement.
- b. Any FACULTY ASSOCIATION member appointed as an administrator, who signed an administrative contract and given managerial designation with the UNIVERSITY will temporarily be deactivated as a regular member of the FACULTY ASSOCIATION. They shall be relegated to the status of agency members.
- c. The UNIVERSITY agrees to withholding CNA bonus or incentives from any faculty or agency members who neglect to fulfill their financial obligations, including dues, fees, and special assessment, to the FACULTY ASSOCIATION.
- d. The UNIVERSITY and the FACULTY ASSOCIATION recognize a faculty member's right to due process and the enjoyment of academic freedom.

Section 2. Faculty Association Dues, Assessments, and Agency Fees.

- a. The FACULTY ASSOCIATION shall collect one-time membership fee of five hundred pesos (P 500.00) from its members to be allocated for the FACULTY

ASSOCIATION and one hundred pesos (P 100.00) monthly dues or one thousand two pesos (PhP 1,200.00) annual dues, half of which will be remitted to the general fund of the LSPU FA, while the other half will be used for the local association's operations.

- b. The UNIVERSITY shall make payroll deduction of regular association members' dues, fees, and special assessments which have been approved by the general membership from time to time and shall collect for the FACULTY ASSOCIATION through a check-off system, ensuring that the dues, fees, and special assessments are remitted to the association as required.
- c. Upon receipt of written authorization from the members of the FACULTY ASSOCIATION, the UNIVERSITY shall instruct the Accounting Office to deduct the corresponding FACULTY ASSOCIATION dues, fees, and other special assessments from the salaries of its members based on the terms of payment approved by the FACULTY ASSOCIATION officers.
- d. The FACULTY ASSOCIATION shall collect agency fees from non-members equivalent to the annual dues of regular association members. These agency fees may be taken from their CNA incentives to be collected between the first and second week of January annually. If an agency member fails to meet this duty, they risk losing eligibility for CNA benefits. If they receive CNA incentives without paying the agency fees, they will receive a notice of disallowance, and the UNIVERSITY will be notified to act accordingly.
- e. All deductions made by the UNIVERSITY for the FACULTY ASSOCIATION must be handed over to either the General Treasurer or Local Treasurers of the FACULTY ASSOCIATION within a reasonable timeframe. This turnover should occur within fifteen (15) days from the end of the month of January.
- f. The UNIVERSITY shall require permanent faculty members who will retire, transfer, or resign to obtain clearance from the FACULTY ASSOCIATION for property and monetary obligations.

Section 3. Faculty Association Meetings.

- a. The UNIVERSITY shall respect the freedom of assembly and shall allow the FACULTY ASSOCIATION to hold meetings inside the UNIVERSITY premises but not limited to the following:
 1. FACULTY ASSOCIATION general membership assembly meeting on official time: one (1) day, once a year;
 2. FACULTY ASSOCIATION general membership special or emergency meeting on official time as the need arises but limited to one (1) occasion per year;
 3. FACULTY ASSOCIATION General Executive Board Officers (GEBO) and/or Local Executive Board Officers (LEBO) regular meetings on official time: four (4) sessions a year;
 4. FACULTY ASSOCIATION special or emergency meetings at the campus level on official time as the need arises but limited to four (4) meetings per year.

However, the duration and frequency of FACULTY ASSOCIATION special or emergency meetings must be limited so as not to interfere with the delivery of services to UNIVERSITY clients or be prejudicial to the UNIVERSITY's interests, and prior notice of not less than five (5) days is given to the UNIVERSITY for the approval of the meeting and designated place.

- b. The UNIVERSITY, through the Campus Director, shall issue travel orders during official working hours whenever the Faculty Association has scheduled meetings, assemblies, or official functions.

Section 4. Faculty Association Office.

- a. The UNIVERSITY shall provide adequate office space and facilities for the FACULTY ASSOCIATION's official and business activities.
- b. The UNIVERSITY shall also provide the FACULTY ASSOCIATION with free use of all communication facilities, including telephones, computer-based communication systems, and internet connectivity, on all of its campuses. However, the FACULTY ASSOCIATION should bear the cost of office supplies and materials required for the operation of the FACULTY ASSOCIATION.

Section 5. Bulletin Boards.

- a. The FACULTY ASSOCIATION shall be allowed the use of bulletin boards and post notices on faculty bulletin boards to be provided by the UNIVERSITY in the faculty room of each college, in accordance with the existing rules.

ARTICLE VI FACULTY ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. The UNIVERSITY shall not discriminate against any faculty by reason of membership in the FACULTY ASSOCIATION, or against any officer or duly authorized representative for acts performed in pursuant to this agreement.

Section 2. The UNIVERSITY shall allow FACULTY ASSOCIATION officials or duly authorized representatives to carry out their duties and responsibilities as FACULTY ASSOCIATION members on official time. However, they shall be relieved of their official duties on an intermittent and temporary basis for employee representation and to promote and improve labor-management relations. Provided that such FACULTY ASSOCIATION time-off privilege must be limited in duration and frequency so as not to interfere with the delivery of services to their clients or be prejudicial to the interests of the UNIVERSITY, and prior notice of not less than three (3) days is given to the faculty member's immediate superior.

Section 3. The UNIVERSITY shall allow the FACULTY ASSOCIATION's representatives to use service vehicles when attending official functions concerning the welfare of UNIVERSITY personnel called by any government agency or any duly accredited institution. When the University President authorizes FACULTY ASSOCIATION officers or members to attend official meetings, conferences, seminars, or other similar activities, the UNIVERSITY shall also provide travel expenses, per diems, allowances, registration fees, and other fees; subject to funds availability and compliance with accounting and auditing standards.

Section 4. The UNIVERSITY shall allow the FACULTY ASSOCIATION to use the gymnasium, auditorium, conference hall and other premises including facilities for its meetings and other activities, subject to their availability; provided that a written request is made at least five (5) working days prior to such activity.

Section 5. The UNIVERSITY shall furnish the FACULTY ASSOCIATION, on a regular basis, with a list of new faculty members who have been issued appointments. In like manner, the UNIVERSITY shall furnish the FACULTY ASSOCIATION a copy of plantilla positions of teaching and non-teaching personnel.

Section 6. The UNIVERSITY, through the Human Resource and Management Office (HRMO), shall inform the FACULTY ASSOCIATION of the retirement, resignation, transfer, or

dismissal of employees five (5) days after the filing of notice of such retirement, resignation, or transfer, and fifteen (15) working days before the effective date of retirement, resignation, transfer, or dismissal of the employee(s).

Section 7. The FACULTY ASSOCIATION shall be represented in committees at the LSPU System, especially those involving promotions, working conditions, hours of work, compensation, monetary and non-monetary, scholarships and awards, and grievances and disputes involving its members to promote participative decision-making and transparency. These committees are, but not limited to:

- a. Recruitment, Promotion, and Selection Board as provided for under CSC Memorandum Circular No. 3, series of 2001 and as amended by CSC Memorandum Circular No. 4, series of 2005.
- b. Bids and Awards Committee (BAC). The FACULTY ASSOCIATION representative with technical expertise relevant to the procurement at hand shall serve as an observer.
- c. Grievance Committee
- d. Employees' Organization Management Consultative Committee (EOMCC)
- e. PRAISE Committee
- f. Curriculum Development and Revision Committee
- g. Instructional Materials Development Committee
- h. Performance Management Team

Section 8. The UNIVERSITY shall provide support to the FACULTY ASSOCIATION in the latter's effort to undertake socio-economic projects and income generating activities that will redound to the benefit of the FACULTY ASSOCIATION, its members and other academic employees. As such, the UNIVERSITY shall provide support to the FACULTY ASSOCIATION and shall release the remaining thirty percent (30%) of the savings from the MOOE as seed capital for the cooperative and livelihood projects of the FACULTY ASSOCIATION.

Section 9. The FACULTY ASSOCIATION shall be permitted to present to the UNIVERSITY, for evaluation and approval, income-generating projects and activities that will benefit its members, provided that these are not contrary to laws, morals, public order, public and UNIVERSITY policies, accounting and auditing rules and guidelines, or any business activities of the UNIVERSITY.

Section 10. When a formal complaint is filed against a member of the FACULTY ASSOCIATION, the following rules apply:

- a. No member shall be compelled to sign a statement of complaint against himself or herself.
- b. If the UNIVERSITY conducts an investigation based on such complaint, the member must be promptly notified of the complaint and given the opportunity to confront the complainant and any witnesses who may be called against him/her, as well as submit evidence in his/her defense. During the course of the litigation, the respondent shall have the right to be supported by the FACULTY ASSOCIATION; and
- c. Before making any formal decisions, both the UNIVERSITY and the FACULTY ASSOCIATION are required to carefully examine and take into account all relevant data and pieces of evidence. This review process includes all available information, regardless of whether it is provided by the UNIVERSITY or not.

Section 11. The UNIVERSITY shall provide a legal counsel to assist and represent a FACULTY ASSOCIATION member in any of the following instances; provided the FACULTY ASSOCIATION is not the plaintiff:

- a. The member is sued for actions taken during the course of his/her employment and within the scope of his/her duties and responsibilities; and

- b. The member is required to appear as a witness and/or is summoned to court on matters arising during the course of his/her employment and within the scope of his/her duties and responsibilities.

Section 12. The UNIVERSITY shall notify the FACULTY ASSOCIATION of any periodic updates to all benefits and incentives under the approved CNA in accordance with new policies.

Section 13. The UNIVERSITY shall provide the FACULTY ASSOCIATION copies of the following reports/documents:

- a. Summary of Faculty Load
- b. Annual audited financial statements
- c. Breakdown of the general expenses as found in the audited financial statements
- d. Savings from the MOOE

Section 14. The FACULTY ASSOCIATION shall have the right to bring to the attention of the UNIVERSITY any objection(s) to any policy, rule, or regulation for purposes of its amendment, alteration, or appeal.

ARTICLE VII SHARED RESPONSIBILITY AND ACCOUNTABILITY

Section 1. The UNIVERSITY shall involve the FACULTY ASSOCIATION 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 FACULTY ASSOCIATION agrees to help the UNIVERSITY in achieving planned programs and targets at a lesser cost in areas of Instruction, Research, Extension, and Production.

Section 2. The FACULTY ASSOCIATION 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 FACULTY ASSOCIATION respects the prerogative of the management to appoint personnel in accordance to 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 personnel management and administration within the UNIVERSITY. The University President may exercise his sound discretion to select from among the five (5) ranking candidates duly evaluated and recommended by the Recruitment, Promotion, and Selection Board (RPSB) where respective representatives of the faculty and non-academic employees are members as per Civil Service Commission Memorandum Circular No. 3, series of 2001. The criteria for awarding institutional promotion include:

- a. Effectiveness in teaching among which are the following:
 - 1. teaching effectiveness evaluations from the students;
 - 2. peer evaluations based on classroom observations;
 - 3. development of new laboratories or courses;
 - 4. serving as advisers to accredited undergraduate student organizations;
 - 5. development of instructional materials;
 - 6. publication of textbooks/IMs; and
 - 7. local/national/international awards for teaching.
- b. Professional distinction in research among which are the following:
 - 1. evaluations of the applicant's research activities and publications in reputable scholarly and peer reviewed journals;
 - 2. evaluations of the candidate's professional publications, including citations, conference preprints, conference proceedings, and abstracts;

3. participation in meetings, symposia, conferences, and special lectures for professionals, particularly those to which one was invited;
 4. acceptance into prestigious national organizations;
 5. research awards given by professional associations, government agencies, and industry;
 6. external funding for research from institutions other than the university;
 7. inventions or patents; and
 8. publication in scholarly and peer reviewed journals.
- c. Outstanding discipline-related service contributions among which are the following;
1. editor or associate editor of a refereed journal;
 2. officer in a national or international scientific or technical society;
 3. member of a national or international scientific or technical committee;
 4. member of a governmental or private advisory committee; and
 5. organizer of a national or international symposium or conference.

All else being equal, the basis of institutional promotion shall be seniority (length of service) in the UNIVERSITY.

Section 4. The UNIVERSITY recognizes the right of the FACULTY ASSOCIATION 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 FACULTY ASSOCIATION shall be represented in the different committees under the direct supervision and administration of the Office of the University President in accordance with the RA No. 8292, RA No. 9402, and CSC Rules and Regulations and other existing laws, rules, and regulations.

Section 6. The FACULTY ASSOCIATION shall be a partner of the UNIVERSITY in promoting teamwork and discipline to attain harmony, professionalism, productivity, effectiveness, and efficiency. The FACULTY ASSOCIATION shall enjoin 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. The FACULTY ASSOCIATION shall assist the administrators and school officials of the UNIVERSITY to attain the following targets:

- a. Ninety percent (90%) punctuality;
- b. Eighty-five percent (85%) daily attendance;
- c. More effective and prudent use of physical resources; and
- d. Increase productivity.

Section 7. All LSPU faculty shall commit to their tripartite roles of Instruction, Research, Extension and Production Services. The UNIVERSITY recognizes that members of the FACULTY ASSOCIATION shall progress in these three areas throughout their academic careers.

Section 8. All LSPU educators are expected to maintain the highest possible levels of teaching quality and should strive to promote the UNIVERSITY's Vision and Mission and achieve their respective College's goals and objectives.

Section 9. The UNIVERSITY and FACULTY ASSOCIATION shall establish the Teaching Excellence Award to recognize regular and part-time faculty members who have been identified as exceptional teachers by students and colleagues alike for their demonstrated ability to enlighten students to value the University's vision and mission, as well as to inspire them to expand their knowledge and scholarship for the benefit of others and the community.

The teaching competence of faculty members shall be measured using teaching performance evaluation instruments. The Office of the Vice President for Academic Affairs and

the FACULTY ASSOCIATION shall develop these teaching performance evaluation instruments and shall be discussed by the UNIVERSITY through the PRAISE Committee and FACULTY ASSOCIATION before implementation.

The LSPU faculty recipients of the Teaching Excellence Award shall receive a Certificate of Recognition and tokens to be awarded during university-hosted events.

Section 10. All LSPU educators who performed poorly in the Teaching Effectiveness Evaluation for two (2) consecutive semesters shall be subjected to a retooling program designed by the Office of the Vice President for Academic Affairs and approved by the UNIVERSITY and FACULTY ASSOCIATION before implementation. The retooling program aims to improve the teaching effectiveness and methodology of low-performing faculty in order to maintain UNIVESITY academic excellence and service to its clients and stakeholders.

Section 11. All LSPU educators must stay active in their fields of specialization through research and other professional activities specified by their college. Each permanent faculty member is required to conduct research at least once a year or depending on the complexity of the approved research. Minimum research outputs as per faculty rank are shown in the table below:

Academic Rank	Minimum Research Publication Requirement
Instructor I-III	Local Published Research
Assistant Professor I-IV	National Published Research
Associate Professor I-V	Regional (ASEAN) or International Published Research in journals indexed by SCOPUS, Web of Science, etc.
Professor I-VI	International Published Research in journals indexed by SCOPUS, Web of Science, etc.

If an Instructor or Assistant Professor chooses not to engage in research activities, they will be required to take on an increased teaching workload of six (6) additional course units beyond their regular assigned teaching duties for that academic term. Furthermore, the faculty member must also formally acknowledge and commit to this consequence by signing a written agreement or commitment form. The additional teaching load could be implemented as follows:

- assigning two courses to the faculty member's regular teaching load for the current semester or academic year.
- requiring the faculty member to teach courses during summer or inter-semester terms in addition to the regular academic year.
- temporarily reassigning the faculty member to a higher teaching load while reducing or eliminating their research expectations for a set period in their Individual Performance Commitment and Review (IPCR).

The measures for LSPU faculty who fail to meet the research requirement shall be developed collaboratively by the UNIVERSITY and the FACULTY ASSOCIATION.

Section 12. All LSPU educators are required to use their professional expertise and experience to benefit their departments, colleges, the UNIVERSITY, and the community through community extension and production service activities.

Section 13. The FACULTY ASSOCIATION is required to marshal its ranks and ensure that all of its members wear the prescribed uniform on the day specified by the UNIVERSITY, with exceptions for those on field work, physical education activities, official travel, pregnant women, or other justifiable reasons.

ARTICLE VIII REORGANIZATION, RECRUITMENT, PROMOTION, AND CAREER DEVELOPMENT

A. Faculty Appointment

Section 1. The UNIVERSITY shall ensure adherence to the recruitment, promotion, and termination policies under existing laws, regulations, and policies of the UNIVERSITY related to faculty. The FACULTY ASSOCIATION shall be involved in the drafting of the proposals regarding changes in UNIVERSITY policies related to recruitment, promotion, and termination.

Section 2. The UNIVERSITY shall strictly adopt the laws, circulars and other similar orders of the Department of Budget and Management (DBM), CHED, CSC, Philippine Association of State Universities and Colleges (PASUC), and other agencies appropriate for promotion/upgrading of closed career positions/ranks of faculty in state universities and colleges (SUC).

Section 3. Each faculty member 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 4. Each faculty member 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 5. 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, series of 1997.

C. Promotion, Discipline and Termination of Employees

Section 6. The UNIVERSITY shall institute and implement a regular plan for merit promotion and shall involve the FACULTY ASSOCIATION in the formulation of such plan. The merit promotion plan shall include recognition of FACULTY ASSOCIATION officials' performance of their faculty-related duties.

Section 7. The UNIVERSITY agrees to implement guidelines in SUC Faculty Position Reclassification based on DBM-CHED Joint Circulars such JC-3 Series of 2022 and provide funds for faculty rank promotion through its implementation.

Section 8. The UNIVERSITY adheres to a policy that discourages lateral entry during the hiring or appointment of new employees for regular permanent positions. Instead, these new employees are typically assigned to the lowest available plantilla item, such as Instructor I for faculty, which opens up due to the promotion of existing regular permanent employees to higher positions. However, in exceptional cases like dearth positions characterized by scarcity or critical importance (e.g., Medical Officer/Specialist, Chemist, Attorney, Engineer, CPA), as well as unique or highly specialized positions, meritorious considerations may be made. In such instances, new employees will be assigned to an appropriate plantilla position that commensurate with their specific skills and expertise.

Section 9. Whenever the plantilla item is left vacant either by reason of resignation or retirement, the UNIVERSITY shall endeavor to implement institutional promotion of employees of lower rank to such vacant plantilla item of higher rank provided that the employee to be promoted to the higher rank possesses the qualification required by the position to be filled. The

Human Resource Management Office shall inform the FACULTY ASSOCIATION in case there is a vacant faculty plantilla item.

The policy guidelines on the three-salary grade limitation on Institutional Promotion shall be implemented pursuant to CSC Resolution 1600732. The policy guidelines governing the three-salary grade limitation on promotion, as follows:

- a. For consistency and uniformity, as a general rule, all appointments issued in violation of the policy on the three-salary grade limitation shall be disapproved/invalidated, except when the promotional appointment falls within the purview of any of the following exceptions:
 1. The position occupied by the person is next-in-rank to the vacant position as identified in the Merit Selection Plan and the System of Ranking Positions (SRP) of the agency.
 2. The vacant position is lone or entrance position, as indicated in the agency staffing pattern.
 3. The vacant position is hard to fill, such as accountant, medical officer/specialist, attorney, or information technology officer/computer programmer positions.
 4. The vacant position is unique and/or highly specialized, such actuarial, airway communicator positions.
 5. The candidates passed through a deep selection process, taking into consideration the candidates' superior qualifications regard to educational achievements, highly specialized trainings, relevant to work experience and consistent high performance rating/ranking.
 6. The vacant position belongs to the closed career system, i.e., those that are scientific, or highly technical in nature that include the faculty and academic staff of state colleges and universities, and the scientific and technical positions in scientific or research institutions, all of which establish and maintain their own merit systems.
 7. Other meritorious cases, such:
 - when the appointee is the lone applicant who meets all the requirements of the position and passed through the deep selection process;
 - when the qualified next-in-rank employees waived their right over the vacant position in writing;
 - when the next-in-rank position, as identified in the agency SRP is vacant;
 - when the next-in-rank employee/s is/are not qualified; and
 - when the qualified next-in-rank employees did not apply.
- b. The policy on the three-salary grade limitation shall apply only to promotion within the agency. This prohibition shall not apply to the following human resource actions which involve issuance of appointment:
 1. Transfer incidental to promotion provided that the appointee was subjected to deep selection;
 2. Reappointment involving promotion from non-career to career provided the appointee was subjected to deep selection;
 3. Reappointment from career to non-career position;
 4. Reemployment; and
 5. Reclassification positions.
- c. In the selection process, agency heads are enjoined to strictly observe the above conditions to avoid disapproval or invalidation of promotional appointments.
- d. In the evaluation of promotional appoints, the CSC Regional and Field Offices are enjoined to make a thorough evaluation of the manner and merit of the issuance of the appointment vis-à-vis the reasons or justifications of the appointing authority before taking any action on the appointments.

- e. To facilitate review and evaluation of appointments, all agencies are required to submit their SRP to CSC Regional Office or Field Offices. The agency SRP shall be used as one of the bases for determining whether agencies observe the policy on the three-salary grade limitations on promotion as herein provided.

Section 10. For the purpose of promoting prompt, efficient, and just resolution of disciplinary cases against academic personnel who could adversely affect the performance of his/her duties, the FACULTY ASSOCIATION shall be represented in all disciplinary committees.

Section 11. 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 thirty-day (30) written notice by the appointing authority shall be given to temporary and contractual employee prior to termination, removal, or replacement.

D. Promotion, Discipline and Termination of Employees

Section 12. The UNIVERSITY shall promote equity among faculty members availing of the following:

- a. **Fellowship/Study Leave:** Faculty members seeking fellowship or study leave will be considered based on their qualifications and the relevance of the program to their professional development. Priority may be given to those who have not availed of such opportunities before.
- b. **Research Grants:** Allocation of research grants will be done in a fair and transparent manner, considering the merit and feasibility of proposed research projects. Preference may be given to innovative and impactful research proposals.
- c. **Training:** Opportunities for training will be provided to all faculty members based on their needs and the requirements of their respective disciplines. Efforts will be made to ensure that training opportunities are accessible and equitable to all faculty members, regardless of rank or seniority.
- d. **Sabbatical Leave:** Faculty members eligible for sabbatical leave will be granted such leave in accordance with established university policies and guidelines. Consideration will be given to the scholarly or professional contributions that the faculty member is expected to make during their sabbatical.
- e. **Scholarship Opportunities:** Faculty members will be encouraged to pursue scholarship opportunities that align with their areas of expertise and academic interests. Efforts will be made to provide support and resources to faculty members applying for scholarships, ensuring equitable access to such opportunities.

Section 3. The UNIVERSITY shall strive to create an inclusive and supportive environment that values diversity and promotes equal opportunities for all faculty members, regardless of their backgrounds or circumstances. To ensure equity and foster a culture of inclusivity, the University shall:

- a. Establishing clear, transparent, and consistently applied policies and procedures.
- b. Allocating sufficient funding and resources to support various opportunities.
- c. Implementing objective and impartial selection/evaluation processes.
- d. Providing training, mentorship, and assistance to faculty members.
- e. Encouraging and facilitating interdisciplinary and collaborative initiatives.
- f. Regularly reviewing and adjusting policies and procedures to address any equity concerns.

Section 14. The UNIVERSITY shall adopt a graded scholarship-service exchange scheme: three (3) years of service for every year of full scholarship from the UNIVERSITY; two (2) years of service for every year of study privilege/partial scholarship from the UNIVERSITY; and one (1) year of service for every year of study on official time.

ARTICLE IX FACULTY DEVELOPMENT

Section 1. The UNIVERSITY shall encourage every faculty member to pursue their academic development to the fullest. Accordingly, faculty members shall have the right to pursue higher degrees in order to acquire degree qualifications required by the CHED, and to accept scholarships and/or fellowships whether local or international.

Section 2. Professional growth shall be a joint endeavor and mutual concern of the UNIVERSITY and the faculty member. The UNIVERSITY shall provide the opportunities and incentives for professional growth which could include:

- a. Payment of tuition fees and miscellaneous fees for faculty members pursuing advanced degrees or professional certifications.
- b. Reimbursement for expenses incurred during professional development activities, such as travel costs.
- c. Funding for attending conferences, workshops, and seminars related to the faculty member's field.
- d. Opportunities for study leave to focus on scholarly activities or professional development.
- e. Support for publishing scholarly work or presenting at academic conferences.
- f. Flexible work arrangements to accommodate professional development activities.

Section 3. The UNIVERSITY shall ensure and promote faculty development programs, including but not limited to fellowships and attendance at conferences, conventions, seminars, workshops, training, and other similar development programs as deemed necessary by the UNIVERSITY, subject to the availability of funds and in accordance with accounting and auditing rules and regulations.

The UNIVERSITY shall offer equitable opportunities for faculty to attend relevant seminars and training that can greatly enhance their professional development and contribute to the over-all welfare of the UNIVERSITY.

The UNIVERSITY shall allocate funds for faculty development programs, up to a maximum of twenty thousand pesos (P20,000.00) per year for each rank-and-file faculty member. If the cost of seminars, training, or other development activities exceeds this budget, the faculty member shall be responsible for covering the excess.

Section 4. The UNIVERSITY shall provide budget for the programs designed for the faculty's physical, psychological, mental health, cultural, and social development. Such programs shall be delegated 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. The UNIVERSITY shall allow the use of 1500/participant for purchase of costume and for related expenses in the conduct of cultural and sports activities as per CSC GAA-MOOE.

Section 5. The UNIVERSITY shall support and implement gender sensitivity programs to be undertaken by the FACULTY ASSOCIATION in coordination with the Gender and Development Office that will increase understanding and awareness on gender issues among the faculty members.

Section 6. The UNIVERSITY shall notify the FACULTY ASSOCIATION, via the HRMO, of all faculty career development programs. The awarding of training, study, scholarship, and other similar grants, both local and international, shall be governed by the conditions and/or requirements set by the benefactor, if any, and/or policies, rules, and regulations that the UNIVERSITY may formulate.

Section 7. Subject to the provisions of the GAA, the UNIVERSITY and the FACULTY ASSOCIATION shall jointly implement periodic social activities and annual team building programs for the parties' social development and bonding. Subject to the availability of funds, the UNIVERSITY shall source funds for such programs and activities.

Section 8. Subject to the provisions of the GAA, an annual University Foundation Week celebration shall be held in the month of November, with all university officials and faculty members encouraged to attend. Subject to the availability of funds, the UNIVERSITY shall source funds for such event.

ARTICLE X

WORKING CONDITIONS

Section 1. 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 faculty 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. Clean and spacious faculty rooms and comfort rooms;
- e. Adequate janitorial services;
- f. Personnel protective clothing, gears, equipment, and tools when necessary
- g. Fire exits and adequate fire extinguishers and fire prevention gadgets/facilities in each workplace within easy reach of faculty members who are trained to use them;
- h. First aid kits in strategically located areas of workplaces/offices far from the UNIVERSITY Infirmary. For this purpose, health teams shall be formed and trained in first aid as per Civil Service Commission Memorandum Circular No. 33, series of 1997;
- i. Making certain that UNIVERSITY facility is completely clean, disinfected, and has a plan in place for maintaining safe conditions; and
- j. Developing a plan for a safe workplace that protects employees and clients alike from COVID-19-related risks and climate change threats.

Section 2. The UNIVERSITY shall ensure that preventive, diagnostic, and curative health services are available to all faculty members through:

- a. The UNIVERSITY 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 FACULTY ASSOCIATION members and non-members rank-and-file employees. The UNIVERSITY shall contract out reputable medical institution where the employees will undergo medical, dental, and physical checkup/examination and the expenses incurred will be paid directly to the account of the medical institution.
- b. Subsidized annual physical, medical, dental, dermatological, optical checkup to include ECG, Pap smear, and mammography (for females) and digital and rectal examination (for males). Each faculty member shall be furnished with the result of their examination and covered by the Data Privacy Act.
- c. Conduct of regular health education programs and periodic fire, earthquake, and other hazard drills as part of the wellness and safety program.

Section 3. The FACULTY ASSOCIATION, in collaboration with the UNIVERSITY, shall inform faculty members about all health and medical benefits available to them through GSIS, PhilHealth, and other programs. The UNIVERSITY agrees to assist faculty members in claiming such benefits in order to ensure that such benefits are received by the faculty.

Section 4. The UNIVERSITY shall ensure that the FACULTY ASSOCIATION is free of harassment related to programs, projects, and activities undertaken by the latter. Provided that such programs, projects, and activities do not jeopardize the UNIVERSITY's smooth operation or are not in violation of the law, established rules and regulations, or UNIVERSITY policies.

Section 5. The UNIVERSITY shall strictly refrain from designating non-career employees such as consultants, temporary, casual, contractual, employees to positions that exercise direct supervision over career regular employees in accordance with Civil Service Commission Memorandum Circular No. 40, series of 1998.

Section 6. Whenever classes at tertiary level is declared suspended by authorized agency due to risk/hazard to life such as natural disasters, peace and order problems, and other forms of hazards, and that reporting for work would expose the faculty to the same risks or hazards, the UNIVERSITY shall not require the faculty to report for work pursuant to CMO No. 19, series of 2005. Asynchronous classes shall be conducted by the faculty instead.

Section 7. The UNIVERSITY shall not require the faculty members to work in hazardous conditions that endanger their health and safety. All work performed by a faculty member must be in accordance with applicable safety standards. If a faculty member notices a condition that they believe is unhealthy or dangerous, they must immediately notify a College Dean/Associate Dean, DRMM Chairperson, and/or the Campus Director.

Section 8. The UNIVERSITY shall permit regular faculty members to have flexible teaching work within the school campus based on the faculty's teaching program, allowing them to spend the remaining hours of the day either inside or outside the campus for various teaching-related activities. These activities include:

- a. Developing lesson plans, action/work plans, instructional materials, and rubric evaluation/assessment.
- b. Preparing and reviewing exercises, recording academic performance and classroom achievements.
- c. Engaging in research.
- d. Attending seminars, workshops, and similar programs.
- e. Providing counseling, mentoring, and coaching to students
- f. Conducting consultations and conferences with students/stakeholders.

The specific mechanism for carrying out the remaining hours of the day done by the faculty outside the school premises shall be determined through collaboration between the UNIVERSITY and FACULTY ASSOCIATION. To ensure that teachers fulfill the remaining hours of teaching-related tasks, each regular faculty will be required to prepare an Accomplishment Report of monthly activities for approval by their College Dean.

ARTICLE XI

COST REDUCTION METHODS AND CNA INCENTIVES

Section 1. The UNIVERSITY and the FACULTY ASSOCIATION shall jointly initiate and implement cost-cutting measures and system improvements to generate savings for the grant of CNA incentives during the effectivity of this Agreement. The same, however, should not prejudice the efficient delivery of services to the UNIVERSITY's clients and diverse stakeholders and be disadvantageous to the employees. Some cost-cutting measures are listed below:

- a. Savings and proper utilization of supplies of the UNIVERSITY
- b. Energy, fuel, and water conservations;
- c. Observance of carpooling especially during attendance to meetings, consultations, seminars;

- d. Limited subscription of newspapers and other reading materials; only the University President, the Office of the Campus Directors and University libraries are granted subscriptions;
- e. Judicious use of local and foreign travel allocation and other privileges accorded to all UNIVERSITY officials and employees;
- f. Scrutinize employee tardiness and absenteeism and take appropriate action; and
- g. Maximize class sizes up to around 35 students per class. Offering small classes with fewer students should be avoided whenever possible.

Section 2. Payment of CNA Incentives based on DBM Budget Circular Guidelines on the Grant of the Collective Negotiation Agreement for the present fiscal year shall be granted to rank-and-file employees who are regular members of the FACULTY ASSOCIATION; rank-and-file employees who are non-members of the negotiating agent who wish to enjoy or accept the benefits under the CNA including those who perform managerial functions every year, as long as they pay the agency fee, which shall be charged to the savings of the UNIVERSITY subject to existing rules and regulations. The parties shall work together to generate savings in accordance with Section 1 of this Article. The savings from the following MOOE items shall be used by the UNIVERSITY as fund source of CNA incentive:

- a. Travelling expenses
- b. Communication expenses
- c. Repair and maintenance
- d. Transportation and delivery expenses
- e. Supplies and materials
- f. Utility expenses
- g. Seed funding for the FACULTY ASSOCIATION's socioeconomic projects and income-generating activities

Section 3. The UNIVERSITY shall notify the FACULTY ASSOCIATION of any periodic updates to all benefits and incentives under the approved CNA in accordance with new policies.

ARTICLE XII

TEACHING LOAD AND EFFICIENCY STANDARDS

Section 1. Load Entitlement

- f. All permanent faculty shall be assigned a guaranteed academic load (teaching, research, extension and training services, consultation, and various teaching-related activities such as developing instructional materials, evaluation/assessment, preparation and recording academic performance and classroom achievements, provision of counseling, mentoring, and coaching to students, conducting consultations and conferences with parents and stakeholders) of 40 salary units per semester excluding inter-semester. The 40 salary units per semester of the FACULTY ASSOCIATION member shall be assigned on a flexible term. The colleges will design the academic load based on the availability of teaching load in the First and Second semesters. Any excess thereof shall be deemed overload that requires additional compensation proportionate to the salary grade of the concerned academic employee.
- g. Faculty teaching load shall consist of lecture or laboratory assignments. FACULTY ASSOCIATION members who handle these courses shall be paid on an hourly and per-unit basis.
- h. The regular workload of the FACULTY ASSOCIATION member shall be assigned on a flexible term. The colleges will design the academic load based on the availability of teaching load in the first and second semesters. The breakdown of the teacher's program is shown on the table below:

Academic Rank	Teaching Load	With Research	Without Research
Instructor I – III	21 hours	15 hours (sole authorship or with 3-co- authors)	27 hours
Asst. Professor I – IV	21 hours	15 hours (sole authorship or with 2 co- authors)	27 hours
Asso. Professor I – V	15 hours	9 hours (sole authorship or with 1 co- author)	Reimburse to UNIVERSITY
Professor I – V	12 hours	6 hours (sole authorship)	Reimburse to UNIVERSITY

- d. No part-time faculty, contractual lecturer, retiree, Dean, or Assistant Dean shall be assigned to teach a particular course until all permanent faculty members whose qualifications meet the minimum requirements of applicable government/CHED regulations have been assigned their load. No new part-time faculty or contractual lecturer will be hired until all permanent faculty members with qualifications that meet the minimum requirements of applicable government/CHED regulations have received their respective academic load assignments. Furthermore, no permanent faculty member shall be de-loaded to meet the load of a part-time faculty member or a contractual lecturer.
- e. The Dean/Associate Dean must submit the names of faculty members with academic load deficiencies, including class schedules and faculty profiles, to the Office of the Registrar one (1) week before the start of regular classes to determine their availability to teach in other colleges. The Dean/Associate Dean is responsible for coordinating possible academic load assignments in other colleges.
- f. Faculty meetings, student consultations, grade encoding, research, community extension service, and other UNIVERSITY and FACULTY ASSOCIATION sanctioned activities are all covered by the regular workload per semester. Failure to attend to these matters may result in a low performance evaluation.
- g. Based on determining priorities in teaching load, the following are listed in order of importance:
1. Field of specialization
 2. Teaching effectiveness (as determined by the Dean/Associate Dean/Peer evaluator and students’ evaluations)
 3. Academic track or alignment
 4. Faculty classification or rank

All else being equal, the basis of assignment priority shall be seniority (length of service) in the UNIVERSITY.

Section 2. Efficiency Standards

- a. The UNIVERSITY shall ensure efficiency standards by:
- Teaching Schedule. Breaks will be given after three (3) hours of continuous teaching.

- Teaching Preparation. Teaching preparation shall be limited to a maximum of three (3) courses per semester, with certain exceptions that may arise such as the availability of teaching load.
- Class Size. Class size shall be in accordance with CHED Memorandum Orders and/or faculty manual.
- Classroom Management and Discipline. Proper behavior and discipline of students, observance of no eating policy, and preservation of cleanliness and orderliness must be implemented at all times by the faculty in lecture rooms, laboratories and other learning facilities.
- Teaching Competence and Evaluation. All LSPU educators are expected to uphold the highest possible standards of quality teaching. The teaching competence of faculty members shall be measured using teaching performance evaluation instruments. These teaching performance evaluation instruments shall be developed by the Office of the Vice President for Academic Affairs and the FACULTY ASSOCIATION and shall be discussed by the UNIVERSITY and the FACULTY ASSOCIATION in a meeting before implementation.

Article XIII LEAVE BENEFITS

Section 1. A Sabbatical Leave is a leave granted for the purpose of pursuing a UNIVERSITY-approved research project. A Sabbatical Leave may be granted to a Permanent Faculty Member, who is/has:

- a. teaching exclusively in the UNIVERSITY;
- b. a doctorate degree holder with at least the rank of Professor I;
- c. a solid research track record and has published papers in journals indexed by SCOPUS, Web of Science, etc.;
- d. very satisfactory Individual Performance Commitment Review (IPCR) for the last three (3) consecutive years;
- e. rendered at least eight (8) consecutive years of service in the UNIVERSITY.

Sabbatical Leave may be enjoyed by a qualified permanent faculty member once every seven (7) years. Applications for Sabbatical Leave must be submitted to the offices of the Vice President for Academic Affairs and the Vice President for Research and Development six (6) months before the Sabbatical Leave's commencement date. Sabbatical leave may be granted by the University President upon the recommendation of the Vice President for Academic Affairs and Vice President for Research and Development, for a period of one (1) year with full salary equivalent.

Section 2. A Study Leave is a designated period of leave that is granted to a Permanent Faculty Member with the explicit purpose of enabling them to engage in approved professional development opportunities. To be eligible for Study Leave, a permanent faculty member must fulfill certain criteria, which may include:

- a. A permanent faculty position at the UNIVERSITY.
- b. Must submit a comprehensive professional development plan outlining the specific activities and goals they intend to pursue during the Study Leave.
- c. The proposed professional development activities should be directly relevant to the faculty member's teaching or research responsibilities.
- d. The professional development activities pursued during Study Leave should contribute to the overall growth and development of the UNIVERSITY.
- e. The proposed professional development plan should be feasible within the allocated Study Leave period, and the expected impact of the activities should be clearly articulated.

The specific terms, conditions, and benefits associated with Study Leave, such as duration, financial support, or teaching relief, shall be determined by the UNIVERSITY's institutional policies and guidelines, ensuring fairness, transparency, and accountability in the allocation of Study Leave opportunities.

Section 3. Paternity and Maternity leave benefits shall be enjoyed in accordance with law. Paternity and Maternity leave periods shall be as provided by law.

Section 4. Sick leave benefits shall be enjoyed in accordance with law. Sick leave periods shall be as provided by law.

Section 5. The UNIVERSITY shall grant permanent faculty members emergency paid leave, not exceeding a maximum of five (5) working days, to attend to a serious illness and/or accident requiring hospitalization or the death of an immediate member of their legitimate family, or medical check-up, laboratory testing, or follow-up for children of pediatric age who have illnesses or injuries that endanger their lives, or in the event that the faculty member has been a victim of a natural or artificial disaster, such as typhoon, earthquake, flood, fire, court-ordered house demolition and the like, subject to the submission of supporting documents such as death certificate, medical certificate, police report, barangay report, and so on as the case may be.

Section 6. For meritorious reasons, all permanent faculty members may be granted a leave of absence without pay for one (1) year, which may be extended for another year, provided that the application for such leave is filed before the end of the semester immediately preceding the effective date of the leave, approved by the University President through the Human Resource Management Committee and endorsed by the Dean/Associate Dean.

The application for leave of absence must be accompanied by a monetary and property accountability clearance from the FACULTY ASSOCIATION.

Once approved, no leave of absence or extension application may be withdrawn after the start of classes for the following semester.

Article XIV OTHER EMPLOYEE PRIVILEGES

Section 1. The UNIVERSITY shall develop and maintain sports, physical, cultural, mental health, and spiritual programs that will provide opportunities for faculty development.

Section 2. Upon the request of a member, the UNIVERSITY shall grant the faculty permission to teach in other universities or schools only on weekends or after official time.

Section 3. Upon the request of a member, the UNIVERSITY shall grant permission for private practice of profession or management of private enterprise subject to existing UNIVERSITY guidelines and policies.

Section 4. The UNIVERSITY shall grant honorarium and/or service credit for other services outside official time such as accreditation, summer enrollment and classes, other services and/or activities during weekends and teacher's vacation leave.

Section 5. The promotion and re-classification of faculty positions by means of the exercise of presidential discretion shall be circumscribed by the bounds of merit and performance.

Section 6. The faculty shall be given equal opportunities in faculty development and related professional programs.

Section 7. The UNIVERSITY shall adopt flexible official working hours consistent with or comparable to prevailing standards or practices in similar public institutions of higher education.

Section 8. The UNIVERSITY shall involve the FACULTY ASSOCIATION in the decision-making process in regard to the color, texture, design, and quality of the school uniform. The FACULTY ASSOCIATION and the UNIVERSITY agree to purchase only two sets of uniform per year.

Section 9. Permanent faculty members with legitimate research projects that have been approved by the University Research and Development Center shall be granted paid release time, subject to applicable policies and the approval process. The number of salary units of release time shall be specified by the University Research and Development Center Director and College Dean wherein the research project is to be undertaken, with the approval of the Vice President for Research and Extension and the University President.

Section 10. Faculty members may avail of deloading for research purposes in journals indexed by SCOPUS, Web of Science, etc. A faculty member may request up to (6) units of deloading per semester with the approval of the Dean/Associate Dean, the Director of the University Research and Development Center, the Vice President for Research and Extension, and the University President.

Deloading of academic units will apply in the next semester if a permanent faculty member’s research project has been approved by the University as shown on the table below:

Academic Rank	Teaching Load	De-loaded Units
Instructor I - III	21	15
Assistant Professor I - IV	21	15
Associate Professor I – V	15	9
Professor I – IV	12	6

In the event that a faculty member cannot complete their research projects or activities as scheduled, the faculty shall reimburse the UNIVERSITY for the salary paid to them via salary deductions.

In the event that a faculty member completes a university-approved research project but is unable to avail of deloading. In that case, the faculty member may apply for unused deloading to be converted to a research honorarium or service credit. The faculty researcher must submit a letter to the University Research and Development Center outlining the reasons for the conversion. Both the Dean/Associate Dean and the College Research Coordinator must sign the letter. The request will then be forwarded to the Office of the Vice President for Research and Extension for endorsement and the University President for approval.

Section 11. Pursuant to the enhanced Program on Awards and Incentives for Service Excellence (PRAISE) and CSC Memorandum Circular No. 1, series of 2001, retiring employees shall be given a cash award adopting the Civil Service Loyalty Incentive Award based on years of service in addition to tokens given in kind sourced from MOOE.

Section 12. Qualified legitimate or legally-adopted children of permanent faculty members shall be automatically admitted to all non-board programs at the UNIVERSITY. If aforementioned dependent wishes to enroll in a course with licensure examination, the student-dependent must have met the UNIVERSITY's entrance examination requirements. Qualified dependents of permanent faculty members shall also enjoy free full tuition and miscellaneous fees.

Section 13. The UNIVERSITY shall provide legal assistance to the FACULTY ASSOCIATION in any of the following instances:

- a. The faculty is sued for action taken in exercise of their duties, functions, and responsibilities who has done so validly, lawfully, and within the proper scope of their office as determined by the University President.

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

Section 14. In the event that a permanent faculty member dies while still employed, their beneficiaries will receive a death benefit, provided that:

- a. The faculty must have worked for the UNIVERSITY for at least five (5) consecutive years; and
- b. The faculty is a bona fide member of the FACULTY ASSOCIATION.

Moreover, the UNIVERSITY shall provide bereavement assistance in the amount not exceeding to twenty-five thousand pesos (Php25,000) to beneficiaries of permanent faculty members. Beneficiaries include the legal spouse or children of a deceased married faculty member, as well as the parents or siblings of a deceased single faculty member.

ARTICLE XV GRIEVANCE MACHINERY AND DISPUTE RESOLUTION

Section 1. In cases involving complaints and grievances, the UNIVERSITY and the FACULTY ASSOCIATION shall adopt the CSC Rules on Policies in the Settlement of Grievances in the Public Sector.

Section 2. Any disciplinary action taken against a FACULTY ASSOCIATION member must be promptly reported in writing to the FACULTY ASSOCIATION.

ARTICLE XVI IMPLEMENTING RULES AND REGULATIONS

Section 1. In accordance with PSLMC Resolution No. 2 Series of 2022 promulgated on May 13, 2022, for purposes of maintaining continuous lines of communication, consultation, and dialogue between the UNIVERSITY and the FACULTY ASSOCIATION, an Employees' Organization-Management Consultative Committee (OEMCC) shall be created at the System level.

Section 2. The OEMCC shall be composed five (5) members each from the UNIVERSITY and FACULTY ASSOCIATION and shall be constituted before the start of the negotiations.

Section 3. The OEMCC shall exercise the following duties and responsibilities during the lifespan of the CNA:

- a. Upon submission of the CNA proposal by the FACULTY ASSOCIATION, the UNIVERSITY will present the financial records, cost-cutting or systems improvement measures and submit recommendations through a written resolution to the negotiating panel;
- b. To identify economic benefits stipulated in the CNA that were disallowed by COA, if any, and the reasons thereof and to know the actions taken by both UNIVERSITY and FACULTY ASSOCIATION;
- c. To monitor the implementation CNA provisions and DBM Budget Circular guidelines on the grant of the Collective Negotiation Agreement Incentives;
- d. To resolve CNA related issues on grievance machinery arising from the interpretation and enforcement of this Agreement pursuant to PSLMC Resolution dated October 25, 2011;
- e. To prioritize the implementation of the provision of this CNA upon approval by both parties;
- f. To discuss and resolve any policies on matters pertaining to or affecting the terms and conditions of employment;

- g. To avoid bad faith and practice good faith in following the terms of this CNA;
- h. To recommend appropriate courses of action to higher authority; and
- i. To perform other related functions as may be determined by the EOMCC.

Section 4. The EOMCC shall 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.

ARTICLE XVII ENTIRETY AND AMENDMENT CLAUSE

Section 1. Entirety Clause. Both parties agree that the terms and provisions contained herein constitute the parties' entire agreement on such terms and provisions, and supersede all previous communications, representations, or agreements, whether verbal or written, between the parties on such matters. Both parties agree that, except by mutual consent or as otherwise provided herein, negotiations on any of the terms and provisions contained in this Agreement shall not be reopened during the term of the agreement.

Section 2. Amendment Clause. The proponent-party shall provide the other party with 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 in order to consider specific proposals, amendments, and/or negotiation for new terms and conditions. Any changes or modifications to existing policies, rules, or regulations affecting faculty members must be made in consultation with the FACULTY ASSOCIATION, with the exception of those relating to UNIVERSITY prerogative.

Section 3. Saving Clause. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision or its application shall be deemed void or invalid, the remaining portions or provisions hereof shall not be affected by such declaration and the same shall remain in full force and effect.

ARTICLE XVIII MISCELLANEOUS PROVISION

Section 1. Evergreen Clause. If for any reason no renewal agreement is entered into at the expiration date hereof, this Agreement shall remain in full force and effect until such time as a new collective negotiation agreement shall have been executed by the parties.

Section 2. Non-Diminution Clause. Nothing in this agreement shall be construed to reduce any existing benefits of any form granted under existing laws, decrees, executive orders, or any contract agreement or policy between the UNIVERSITY and the FACULTY ASSOCIATION.

ARTICLE XVIII EFFECTIVITY AND DURATION

Section 1. This Agreement shall take effect immediately upon signing by both parties, subject to approval by the UNIVERSITY Board of Regents, and shall remain in full force and effect for three (3) years from the date of signing.

Section 2. Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this CNA for the purpose of negotiating a new CNA 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 CNA shall have been conducted and executed by the parties.

Section 3. This CNA may be reviewed and revised by the parties after two (2) years or as need arises for their mutual benefit.

Section 4. During the effectivity of this Agreement, the FACULTY ASSOCIATION shall

promote peace and harmony within its ranks. It shall cooperate with the UNIVERSITY in the implementation of directives from proper authorities in line with existing political, economic and social conditions of the country.

Section 5. In the event that any provision of this CNA is declared invalid or illegal by any competent court or authority or amended or qualified by legislative and executive issuances, all other provision not affected thereby shall remain in full force and effect.

ARTICLE XVIX
PRINTING AND DISTRIBUTION

Section 1. The UNIVERSITY shall cause this CNA and other related agreements to be printed in pamphlet form for distribution to and for the information of all concerned within sixty (60) days from the signing thereof.

CNA 2024-2027 PROPOSAL

CERTIFICATION

IN WITNESS WHEREOF, the parties, through their authorized representatives have hereunto signed this Agreement this _____ day of _____, 20____, at Laguna State Polytechnic University, Santa Cruz, Laguna, Philippines.

LAGUNA STATE POLYTECHNIC UNIVERSITY	LSPU FACULTY ASSOCIATION
By: MARIO R. BRIONES, Ed.D. University President / Chair - CCNA	By: NAME President / Chair - CCNA

WITNESSES:

Signed in the presence of

NAME Designation	NAME Vice Chair - CCNA
NAME Designation	NAME Member – CCNA
NAME Designation	NAME Member – CCNA
NAME Designation	NAME Member – CCNA
NAME Designation	NAME Member – CCNA

Annex A

GROUND RULES BETWEEN THE LAGUNA STATE POLYTECHNIC UNIVERSITY FACULTY ASSOCIATION AND THE LAGUNA STATE POLYTECHNIC UNIVERSITY

In connection with the Collective Negotiation Agreement between FACULTY ASSOCIATION and UNIVERSITY, the following are 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 in Month. 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 HRM Hall, Administration Building or at such place in any campus of the LSPU 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 LSPU-FA Committee on Collective Negotiation Agreement 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 Federation's/Association'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 free access to office spaces and facilities during negotiation.
8. Information Dissemination – The UNIVERSITY shall provide the Association 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 shall provide a link in its website to the 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 not later than five (5) days before the first negotiation meeting.
 11. Access to Financial and Other Relevant Records of the LSPU System– The LSPU Administration shall provide the Association 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 Panel. In no instance shall the LSPU-System Administration shoulder the cost of more than one negotiation per year for nine (9) members of the negotiating panel and three (3) members of the Association’s secretariat.
 13. Sequence of Issues – The parties shall first discuss and negotiate the academic 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 Association’s CNA proposal, the LSPU-System 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 LSPU System and the President of the LSPU Faculty association appear below.

MARIO R. BRIONES, Ed.D.
President
Laguna State Polytechnic University

President / Chair – CCNA
LSPU Faculty Association

Annex B

PROPOSED GUIDELINES ON PAYMENT OF COLLECTIVE NEGOTIATION AGREEMENT (CNA) INCENTIVES

• RATIONALE

The LSPU FACULTY ASSOCIATION was recognized by Department of Labor and Employment and Civil Service Commission as the sole representative of the rank-and-file academic employees of the Laguna State Polytechnic University System. LSPU-FA submitted a proposed Collective Negotiation Agreement (CNA) to LSPU-System Management for negotiation citing the incentives, rights, benefits and obligations of both parties.

• PURPOSE

Article IX Section 3 of the Collective Negotiation Agreement specifically states that “Article IX. Cost Reduction Methods and CNA Incentives”

Section 3. Payment of CNA Incentive amounting not exceeding twenty-five thousand pesos (Php25,000.00) or more shall be granted to members of the LSPU-FA including non-academic employees and University officials which shall be charged to the savings of the University subject to existing rules and regulations. The parties shall work together to generate savings in accordance with Section 1 of this Article.

This payment scheme was proposed to effect the payment of CNA benefit subject to approval of the management.

• COVERAGE

All bona fide members of the LSPU Faculty Association who are employed by the Laguna State Polytechnic University whether on permanent, casual or temporary basis, who have rendered service for at least six (6) consecutive months to the University, have contributed to the attainment of the UNIVERSITY performance targets shall receive full payment of the CNA incentive. Members who have rendered less than six (6) months shall 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 shall be treated as one month.

• Non-COVERAGE

The following are not qualified to the grant of CNA incentive:

- All employees who are in service but retired before the month of March in the year of granting;
- All employees who are on any form of leave (vacation, sick, study, scholarship, sabbatical and any other form of leave except for maternity leave) for more than eight (8) months in the year of granting;
- All employees who have rendered less than two months of service to the University
- Funds needed for granting of CNA Incentive shall be drawn from savings generated from the cost-cutting measures.

To signify their approval of the proposed guidelines on payment of Collective Negotiation Agreement (CNA) incentives, the signatures of the President of the LSPU System and the President / Chair - CCNA of the LSPU Faculty Association appear below:

MARIO R. BRIONES, Ed.D.
President
Laguna State Polytechnic University

President / Chair – CCNA
LSPU Faculty Association

CNA 2024-2027 PROPOSAL

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Laguna)
Municipality of Sta. Cruz)

BEFORE ME, this _____ day of _____ in the Municipality of _____, Province of Laguna, Philippines, personally appeared the above-named individuals, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged before me that the same is the free and voluntary act and deed.

Name	I.D. Number	Date / Place Issued	Signature
MARIO R. BRIONES, Ed.D.			

This Instrument which relates to a Collective Negotiation Agreement (CNA) consists of 33 pages including the two (2) annexes, and the page on which this Acknowledgement is written and is sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above-written.

Do. No. _____
Page No. _____
Book No. _____
Series of _____