

COLLECTIVE NEGOTIATION AGREEMENT

between

**Tarlac Agricultural University-
Non Academic Staff Association
(TAU-NASA)**

and

**Tarlac Agricultural University
(TAU)**

March 2022

COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **TARLAC AGRICULTURAL UNIVERSITY – NON ACADEMIC STAFF ASSOCIATION**, a duly registered employees' association with the Civil Service Commission with Certificate of Registration No. 341 pursuant to Executive Order No. 180 dated June 1, 1987, and accredited by the Civil Service Commission under Certificate of Accreditation No. 082 dated October 1994 as the exclusive negotiating body of all member non-teaching employees in Tarlac Agricultural University with address at Malacampa, Camiling, Tarlac, represented by its President **Mr. CARLO MAGNO L. SAGUN** and hereinafter referred to as **ASSOCIATION**;

-and-

The **TARLAC AGRICULTURAL UNIVERSITY**, converted as an autonomous State University by virtue of R.A. 10800 dated May 10, 2016, with address at Malacampa, Camiling, Tarlac, represented by its President **Dr. MAX P. GUILLERMO**, hereinafter referred to as **UNIVERSITY**;

WITNESSETH:

WHEREAS, Article II Section 18, Article III Section 8, Article IX-B Section 2(5) and Article XIII Section 15 of the 1987 Philippine Constitution, and Executive Order No. 180 and its amendments dated September 28, 2004 provides recognition and guarantee to public sector workers the right to self-organization and collective negotiation;

WHEREAS, the UNIVERSITY as state run higher education institution supports and recognizes the right of its employees to promote and uphold their interest and that of public service, seek peaceful remedies for their grievances, work for mutual benefits, present employment opportunities and the improvement of their working conditions through the utilization of a mechanism that could advance and protect their interest;

WHEREAS, the ASSOCIATION and the UNIVERSITY view that collective negotiation as a useful mechanism and instrument to uphold the principles of partnership, effect meaningful participation of employees in management thus promoting empowerment, and in maintaining a healthy environment which is responsive to the need of all the employees conducive to building integrity, professionalism and excellence of each and every employee, mutually upholding the pursuit of the TAU vision;

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WHEREAS, Executive Order No. 180 issued on June 1, 1987 and Civil Service Commission Memorandum Circular No. 55 (CSC MC) series of 1990, provides that the terms and conditions of employment or improvement thereof, except those that are fixed by law, may be subject to negotiations between accredited union appropriate government authorities;

WHEREAS, the TARLAC AGRICULTURAL UNIVERSITY and TAU-NON ACADEMIC STAFF ASSOCIATION now desire to enter into Collective Negotiation Agreement for the purpose of establishment, maintaining and regulating the terms and conditions of employment of the employees in the TARLAC AGRICULTURAL UNIVERSITY through the proper observance of democratic practices compatible with Executive Order No. 180 and its implementing rules and regulations, with the view of facilitating peaceful, fair and just settlement of conflict, differences and grievances that may arise between the parties herein, to guarantee peace and harmony in the spirit of cooperation, equity, and justice, and to promote harmony, efficiency, and effectivity between the TARLAC AGRICULTURAL UNIVERSITY and the TAU-NON ACADEMIC STAFF ASSOCIATION for the interest and benefits of the general public and for the attainment of TAU's vision to become one of the top 500 universities in Asia.

NOW THEREFORE, for and in consideration of the foregoing and the furtherance of the labor-management cooperation, the parties manifest, as they hereby agree and bind themselves on the following provisions:

ARTICLE I
DECLARATION OF PRINCIPLES

Section 1. The ASSOCIATION recognizes the authority, prerogative and responsibility of the UNIVERSITY in the implementation of existing laws governing terms and conditions of employment in the government and the grant and maintenance of employees benefits provided by law.

Section 2. The UNIVERSITY shall recognize the autonomy of the ASSOCIATION. It shall not interfere in the internal affairs as regards to operations and UNIVERSITY of the ASSOCIATION through acts designed to place the union under its control.

Section 3. The ASSOCIATION and the UNIVERSITY recognize the Rewards and Merit System per CSC Rules and Regulations to promote the highest level of efficiency and effectiveness. The ASSOCIATION therefore agrees to cooperate with the efforts of the UNIVERSITY to attain the highest degree of services in the attainment of the highest level of efficiency and effectiveness consistent with the welfare on the ASSOCIATION members. The ASSOCIATION shall be in unison with and assist the UNIVERSITY in its efforts to improve work efficiency that shall promote safety and goodwill geared towards public service.

Section 4. The ASSOCIATION and the UNIVERSITY believe that men and women are equal before the law, and that all forms of discrimination shall not be in anyway

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compromised and shall never be tolerated. Therefore, both parties recognize the vital role of collective negotiation in upholding gender responsiveness in the organization.

Section 5. Both parties agree to promote a progressive and harmonious labor-management relationship in view of this Agreement.

Section 6. Both parties uphold that public service is paramount and shall not be stifled in any way. Laws and rules governing concerted activities and strikes in the government service shall be observed by both parties.

Section 7. Definition of Terms

- a. **Agency Fee** - refers to a reasonable assessment equivalent to the dues and other fees paid by ASSOCIATION members and is deducted from non-employees' organization members who wish to benefit from the terms of the collective negotiation agreement.
- b. **Collective Negotiation Agreement or CNA** - refers to the negotiated contract between an accredited employees' organization representing a negotiating unit and the employer/management concerning terms and conditions of employment and improvements thereof that are not fixed by law.
- c. **Rank-and-File Employees** - refer to employees in the public sector whose functions are neither managerial nor confidential. They are employees occupying positions in the first and second levels.
- d. **Board** - refers to current members of the Board of Regents of the Tarlac Agricultural University.
- e. **Administrative Council** - refers to the members of the University top management including the President of the University as Chairperson, the vice presidents, deans, directors, chief administrative officers and other officials of equal rank as members, and whose duty is to serve principally as the Board of Regent's organ in defining, clarifying and reconciling its policies and programs for smooth dissemination and effective implementation at all levels of the organization.
- f. **Association Members** - refer to official members of the TAU Non Academic Staff Association who are consistently paying their obligatory dues required under the association's Constitution and By Laws.

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ARTICLE II
SCOPE/COVERAGE

Section 1. The parties agree that this appropriate CNA shall cover all non-teaching rank and file personnel of the University except those specifically excluded by EO 180 relative to its Implementing Rules and Regulations and other exceptions stipulated in CSC Rules and Regulations.

ARTICLE III
ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 1. The UNIVERSITY recognizes the ASSOCIATION as the sole and exclusive negotiating representative of all non-teaching rank-and-file personnel of Tarlac Agricultural University (TAU).

Section 2. During the lifetime of this Agreement, the UNIVERSITY shall implement payroll deductions for ASSOCIATION dues and agency fees, provided that such deductions shall be in pursuance of individual written authorization signed by majority of all the covered employees, and is subject to existing rules and regulations.

Section 3. The ASSOCIATION shall hold the UNIVERSITY free from any and all liabilities arising from the legality of the ASSOCIATION's assessment of dues and fees as well as the legality of the amount checked-off or deducted from the payroll of the association members.

Section 4. The ASSOCIATION also agrees to furnish the UNIVERSITY a copy of its annual plans and programs, accomplishment report, and internally and externally audited financial reports. Such documents shall also be posted in the bulletin board of the Association within the UNIVERSITY.

ARTICLE IV
ASSOCIATION REPRESENTATION AND PRIVILEGE

Section 1. The UNIVERSITY may provide the ASSOCIATION an operational existing office space accessible to the UNIVERSITY Building, allow the use of machines, office equipment and other facilities subject to existing rules and policies for usual and customary conduct of its ASSOCIATION activities subject to existing rules for austerity measures. The ASSOCIATION in return, is responsible for the procurement of common office supplies and materials, maintenance of cleanliness and orderliness of the office, and security of all supplies, materials and equipment.

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

Mr. M. Parayon & S. Adwan

1. Public service shall be paramount duty and shall not be prejudiced in any way.
2. Only those authorized in writing by the ASSOCIATION President or the authorized representative shall enjoy the privilege upon prior notice to their immediate supervisors.
3. There must be prior request with proof of invitations or communications.
4. Attendance and participation shall be subject to the approval of the University President.

Section 3. The ASSOCIATION may be allowed to conduct its officer's regular meeting every first Wednesday of the month. The general assembly shall be held twice a year during the months of June for mid-year assembly and December for year-end assembly. The ASSOCIATION shall likewise be allowed to conduct special meetings or any gathering subject to prior approval of the University President. For this purpose, the ASSOCIATION may use available conference rooms and other facilities free of charge subject to agency policies and guidelines of the University.

Section 4. The UNIVERSITY and the ASSOCIATION shall jointly conduct an orientation activity for newly hired employees relative to the University's/Government's programs, activities, benefits, and rules and policies including the ASSOCIATION's Constitution and By-Laws (CBL) and the provisions of this Agreement.

Section 5. The UNIVERSITY shall continue to recognize and encourage the ASSOCIATION members to engage in economic endeavors. The ASSOCIATION shall present to TAU management all economic and income-generating activities that would benefit its members. Likewise, the ASSOCIATION shall cooperate with the UNIVERSITY in the implementation of its income-generating projects including austerity measures without prejudice to performance of official functions.

Section 6. The ASSOCIATION and the UNIVERSITY shall work hand in hand in crafting the Implementing Rules and Regulations in granting step increment to the members who have rendered outstanding performance based in their IPCR in accordance with the CSC-DBM Joint Circular No. 1, s. 2012.

Section 7. Changes in Job Requirements – In the event that the UNIVERSITY undertakes changes in job requirements due to the introduction of new technologies, ASSOCIATION members who may be affected by such changes shall be given retooling programs/activities as deemed necessary.

ARTICLE V GENDER FAIRNESS AND EQUITY

Section 1. The ASSOCIATION shall support the University's initiatives in ensuring that Association members enjoy all benefits, privileges and services provided by relevant laws and issuances.

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ARTICLE VI
HEALTH AND SAFETY ENVIRONMENT

Section 1. The ASSOCIATION, in cooperation with the UNIVERSITY, shall continuously conduct seminars on workplace safety, health practices and environment education related concerns such as seminars on sanitation, medical and dental health including reproductive health subject to existing government rules and regulations.

Section 2. The UNIVERSITY shall continue to provide available, accessible and adequate supply of safe drinking water in workplaces.

Section 3. The ASSOCIATION and the UNIVERSITY shall continue to inform the members of the ASSOCIATION of all health and medical benefits available under the Tarlac Agricultural University, GSIS, PhilHealth, HDMF and other similar programs. For this purpose, the UNIVERSITY and the ASSOCIATION shall arrange for resource speakers to update the ASSOCIATION members of the new benefits and/or developments.

Section 4. The UNIVERSITY shall continue to provide safety devices and proper outfits like gloves, masks, raincoats, boots and other safety devices for those working in hazardous areas.

ARTICLE VII
PERSONNEL ACTIONS

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

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

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

ARTICLE VIII
SHARED RESPONSIBILITY AND ACCOUNTABILITY

Section 1. Whenever promotions are considered, the UNIVERSITY's Merit and Promotion Plan shall be strictly adhered to. Likewise, the ASSOCIATION leadership should

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acknowledge the discretionary authority of the appointing official and shall help in explaining the matter to the members.

Section 2. The ASSOCIATION members shall ensure the proper use and maintenance of the UNIVERSITY-issued safety devices and equipment in performing their work-related functions.

Section 3. The ASSOCIATION shall cooperate with the UNIVERSITY in maintaining cleanliness in all areas within the University premises. The ASSOCIATION shall work hand-in-hand with the UNIVERSITY in undertaking programs to promote proper garbage and sewage disposal to promote cleanliness and sanitation within the campus.

Section 4. The ASSOCIATION shall be a partner of the UNIVERSITY in promoting teamwork and discipline to attain harmony, professionalism, efficiency, and effectiveness in work. The ASSOCIATION shall enjoin all the members to render and perform to the best of their ability the duties and responsibilities expected of them in accordance with existing laws, rules, and regulations. It shall assist the UNIVERSITY in the observance and monitoring of the following:

- 1) Punctuality of members in reporting to work;
- 2) Daily attendance;
- 3) Attendance to Flag Raising Ceremony and Flag Retreat;
- 4) Effective and judicious use of physical and material resources; and
- 5) Productivity, efficiency, and effectiveness in the workplace.

Section 5. The ASSOCIATION shall also marshal its ranks that all its members will wear the prescribed uniforms on the day specified by the UNIVERSITY with exceptions for those who are on field work, official travel, pregnant women, or any justifiable reasons.

Section 6. The UNIVERSITY shall support the members of the ASSOCIATION to be engaged in research and extension activities.

**ARTICLE IX
COST-CUTTING MEASURES**

Section 1. In support to the national government's call to reduce expenses through the implementation of various austerity measures, the UNIVERSITY and the ASSOCIATION shall actively promote and implement programs that deliver public services or achieve agency targets at the least cost. The cost cutting/saving measures shall include, but not limited to, the following:

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1) **Observance of Electric Power Conservation Measures**

- a. All ASSOCIATION members shall make sure that all lights/office equipment/appliances should be switched off and unplugged after office hours and during lunch break except in offices delivering frontline services.
- b. Installation of energy-efficient light bulb like LED instead of the regular incandescent bulbs.
- c. Air conditioning units should only be turned on starting at 9:00 am (except during summer season), set to auto/fan mode during lunchbreak, and be turned off at 4:30 pm. Air conditioning units are also advised to be set in programmable thermostat like cooler temperature during summer season and less cool during rainy season.
- d. Prohibition in the use/charging of high wattage electronic equipment and appliances like e-bikes, flat iron, microwave ovens, rice cooker except when needed in the delivery of office's functions.
- e. Reporting immediately to General Services Office or concerned personnel of malfunctioning air conditioning systems and other equipment needed for repair.
- f. Conduct of electricity consumption audit quarterly in coordination with the General Services Office or other concerned offices.
- g. Submit audit report to concerned University officials for possible intervention/action.

2) **Observance on the limited access/use of computers, internet, and other electronic devices**

- a. Access to social networking sites (Facebook, Twitter, Instagram, and the like) is allowed during working hours provided that such access is connected to the performance of tasks and services of the personnel and in the delivery of communications and other work-related activities. The Planning and Development Office-Management Information System Unit shall make sure that inappropriate sites are filtered in the University's internet system.
- b. Reporting immediately to Planning and Development Office-Management Information System Unit of malfunctioning computers and other ICT equipment needed for repair.

3) **Observance of Water Conservation Measures**

- a. The ASSOCIATION shall devise a mechanism to ensure that water sources within the University premises are turned on during the mornings and turned off every after office hours, except:
 - a. When there is/are official functions/activities
 - b. In projects requiring continuous supply water
 - c. In hostels and other housing facilities
- b. Establishment of water balance system in coordination with the General Services Office. The system utilizes a method where water use in every office

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is balanced and equitized. University units like farms, hostels, research stations, food processing plants, food services units shall be given greater water flow as compared to regular office units since these units require greater water consumption. Offices using water supply for comfort room and dish washing should be given lower water flows.

- c. Defective faucets or any defective water system shall be reported immediately to concerned personnel by ASSOCIATION members so that they can be promptly repaired by the General Services Office.
- d. Efficient use of water reservoir in farm irrigation.
- e. Conduct of water consumption audit quarterly in coordination with the General Services Office and other concerned offices.

4) **Observance on Utilization of Office Supplies**

- a. Request only what is needed for a given timeframe. Purchase of supplies and materials shall be coordinated with other offices so that the purchase can be made in bulk to save cost.
- b. Purchase of energy saving products.
- c. Repair of items instead of purchasing new ones whenever possible.
- d. Use of rechargeable batteries instead of disposable ones.
- e. Reuse & recycling of printer cartridges.
- f. Encourage minimal packaging of purchased products.
- g. Use of washable cloth towels instead of paper towels.
- h. Utilization of both sides of a piece of paper (bond paper, board paper, etc.) whenever possible.
- i. Reuse of interoffice mail envelopes & recycling mailing envelopes.
- j. As much as practicable, paperless system in the delivery of communication is encouraged.
- k. Storing of files electronically.
- l. Minimizing duplicate copies of mail & circulate one copy in office.
- m. Massive information dissemination drive about waste reduction and recycling of office supplies and materials.
- n. Non-use of office supplies and materials for personal purposes.

5) Observance of carpooling especially during attendance to hearings/meetings/consultations except in places where means of transportation is not readily accessible;

6) Observance of austerity measures as provided for in A.O. 103 and other rules and regulations or issuances which may be promulgated in the future; and

7) Other cost-cutting/saving measures as may be adopted during the lifetime of the Collective Negotiation Agreement.

Section 2. Savings generated out of these cost-cutting measures may be used by the UNIVERSITY for the grant of CNA incentives to the ASSOCIATION members,

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provided that the granting of such incentive is in accordance with applicable statutory and regulatory provisions.

ARTICLE X
ECOLOGICAL SOLID WASTE MANAGEMENT AND GREEN ENVIRONMENT

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

1) Ecological Solid Waste Management

- a. All members of the ASSOCIATION shall practice and promote source reduction and waste minimization measures adopting the provisions in the RA 9003 otherwise known as the Ecological Solid Waste Management Act.
- b. The ASSOCIATION shall ensure/assist/cooperate in the proper segregation, collection, transport, storage, treatment and disposal of solid waste through the formulation and adoption of the best environmental practices in ecological waste management of the University.
- c. The ASSOCIATION shall be instrumental in the information dissemination on RA 9003 and shall ensure that each member is strictly adhering to it.
- d. Proper methods of disposing health care/laboratory waste shall be the responsibility of detailed staff in laboratories or research centers.
- e. The ASSOCIATION and the UNIVERSITY shall jointly conduct on-site and office audits relative to RA 9003, thus making sure that every member is complying with it.
- f. The ASSOCIATION shall assist in the maintenance of cleanliness and orderliness of working area and office premises.

2) Green Environment

- a. Facilitate the conduct of one-day hands-on soil potting, seed sowing, and transplanting activity in the UNIVERSITY orchard projects annually.
- b. Facilitate tree planting activity with a minimum of 10 seedlings per ASSOCIATION members within a year at Titi Calao and University premises.
- c. Initiate propagation and growing of sweetpotato, grafted tomato, banana, other tropical fruit trees, ornamentals and the like within the University premises and TAU Forest Reservation Area as approved by the President.
- d. Help in the promotion on the conservation of traditional fruit bearing trees like bignay, balimbing, camachili, duhat, star apple, karamay, arusip, chico, macopa, palm nut pomegranate, chesa, mabolo, dalayap, bayabas, and the like.
- e. Conduct of semestral university-wide cleaning and greening activity.

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ARTICLE XI
PROFESSIONAL GROWTH AND DEVELOPMENT

Section 1. The UNIVERSITY shall continue to strengthen the Human Resource Development Plan (HRDP) of all ASSOCIATION members. Likewise, the ASSOCIATION shall assist the UNIVERSITY in the formulation and implementation of the HRDP and shall be instrumental in encouraging its members to go on training and education, national skills certification, research and extension engagements and all other professional development activities.

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

Section 3. Each member of the ASSOCIATION shall be allowed to undertake at least one (1) training/workshop, seminar, conferences, or the like every year. The UNIVERSITY and the ASSOCIATION shall jointly assess the need of such undertakings based on the professional needs of the member and shall look into its availability and relevance. Attendance or participation to such professional undertakings is subject to government rules and regulations.

Section 4. The UNIVERSITY in partnership with the ASSOCIATION shall conduct annual orientation/re-orientation on government policies systems and procedure to all of the ASSOCIATION members.

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

ARTICLE XII
WORK OVERTIME

Section 1. Due to exigencies of service, ASSOCIATION members shall work overtime as deemed necessary by the UNIVERSITY.

Section 2. The UNIVERSITY shall pay the ASSOCIATION members overtime pay or any means of compensation if they are required to work beyond the regular working hours as provided for by the CSC rules and regulations and other pertinent laws.

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ARTICLE XIII
TRANSPORTATION AND COMMUNICATION

Section 1. The ASSOCIATION may have access to transportation and communication facilities of the UNIVERSITY in accordance with the existing policies and guidelines.

Section 2. In case of public disturbances or calamities, University vehicles shall be made available by the UNIVERSITY to ferry ASSOCIATION members with due consideration to safety of both employees and the public property.

ARTICLE XIV
RECREATION, SOCIALS, AND SPORTS DEVELOPMENT

Section 1. The UNIVERSITY and the ASSOCIATION shall cooperatively continue to formulate, develop and implement a comprehensive Sports and Sociocultural Development and Recreation Program to enhance the physical and mental well-being of ASSOCIATION members and both parties shall generate funds for this purpose including social development activities such as physical fitness activities or educational trips.

Section 2. The ASSOCIATION shall support the health and wellness program of the University that foster socialization, community service and sports involvement/physical fitness.

Section 3. The UNIVERSITY shall support/establish/implement opportunities for ASSOCIATION members' social and intellectual development through planning workshops, annual socials, chorale/dance group, and team building activities. In return, the ASSOCIATION shall actively take part in the programs and University events implemented by the UNIVERSITY.

ARTICLE XV
OTHER BENEFITS

Section 1. The UNIVERSITY shall continue to expand its housing facilities for the ASSOCIATION members whenever possible. It shall ensure that the ASSOCIATION members have equal access to housing benefits in accordance to pertinent housing guidelines. The ASSOCIATION shall actively participate in the formulation/updating/revision of guidelines, rules, regulations in the selection and awarding/provision of housing facilities.

Section 2. The ASSOCIATION, in collaboration with the UNIVERSITY, may facilitate the annual conduct of livelihood opportunity programs for active members and their families provided that the ASSOCIATION shall package a proposal relative to such. The ASSOCIATION shall devise and financially provide for needs-based, capability-enhancement and livelihood trainings to its members in order for them to acquire skills and opportunities that can help realize the mandates and objectives of the University.

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Section 3. The UNIVERSITY shall allow the ASSOCIATION to celebrate its founding anniversary any day during every first week of August every year. The UNIVERSITY shall also allow the officers to conduct an annual convention of ASSOCIATION in accordance to the ASSOCIATION's Constitution and By-Laws. The UNIVERSITY shall also allow the holding of workshops, trainings and team building activities between members and officers of the ASSOCIATION as part of the activities during the celebration provided that the regular office functions are not disrupted and the activities are duly approved by the University President.

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ARTICLE XVI
NO STRIKE AND LOCKOUT

Section 1. The UNIVERSITY and ASSOCIATION shall at all times recognize the principle of shared responsibilities on all matters and decision affecting the rights, privileges, benefits and interest of UNIVERSITY employees for the sake of peace and security in the workplace. Toward this end, the ASSOCIATION commits itself not to go on strike and the UNIVERSITY, on the other hand shall not consider lockout during the duration of this agreement.

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ARTICLE XVII
CNA INCENTIVE

Section 1. In recognition of the joint efforts of the UNIVERSITY and the ASSOCIATION in achieving all planned targets, programs and services, the UNIVERSITY shall grant CNA Incentives annually to its employees depending on the availability of funds generated from the UNIVERSITY savings, subject to existing laws, rules and regulations.

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Section 2. Any Association member who resigned, retired, or was separated from service before the end of every calendar year of the life of the Agreement shall be entitled to the CNA Incentive subject to policies and guidelines determined by the ASSOCIATION and the UNIVERSITY.

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ARTICLE XVIII
AGENCY FEE

Section 1. TAU employees who are non-association members benefiting from the grant of CNA Incentive and/or any of the benefits embodied to this Agreement shall be charged by the Association with an agency fee computed based on the annual dues paid by an official ASSOCIATION member following the validity of the CNA and in accordance to existing government rules and regulations.

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Section 2. Such fee shall be automatically deducted by the UNIVERSITY from the CNA Incentive received by a non-member in the corresponding year upon submission of prior consent. Collected agency fees paid by non-members benefiting from this Agreement shall be part of the fund of the ASSOCIATION.

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ARTICLE XIX
RETENTION OF RIGHTS AND PRIVILEGES

Section 1. ASSOCIATION members shall retain rights, privileges, benefits, duties and responsibilities pertaining to the condition of employment as stipulated in this Collective Negotiation Agreement, the TAU Charter and TAU Code, and all other government rules and regulations.

Section 2. The UNIVERSITY and the ASSOCIATION shall promote mutual consultation and negotiation before implementing policies affecting ASSOCIATION members.

ARTICLE XX
COMPLETENESS OF AGREEMENT

Section 1. The parties acknowledge that, during the negotiations which resulted in this Agreement, each party has the unlimited right and opportunity to make proposals with respect to any and all matters deemed proper for collective bargaining and not prohibited by law; and, that the understanding and agreements arrived at by the parties after the exercise of such right and opportunity are fully set forth in this Agreement. Therefore, during the lifetime of this Agreement, the Agency and the Association voluntarily and unqualifiedly waive such right and agree that they shall not be obliged to bargain collectively with respect to any matter not specifically referred to or covered by this Agreement, regardless of whether such matter may or may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

sub...

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...

[Handwritten signature]

[Handwritten signatures]

ARTICLE XXI
SEPARABILITY CLAUSE AND MISCELLANEOUS PROVISION

Section 1. Should any provision of this Agreement be rendered or declared invalid by a competent court or by legislation, such event shall not affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect.

Section 2. Nothing in this Agreement shall be construed to eliminate any way to diminish supplements or other ASSOCIATION members' benefits being enjoyed at the time of the signing of this document.

[Handwritten signature]

[Handwritten signature]

[Handwritten signatures]

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ARTICLE XXII
EFFECTIVITY

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

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

Section 2. ENTIRETY CLAUSE. Both parties agree that the terms and provisions herein contained constitute the entire Agreement between the parties on such terms and provisions, and supersede all previous communications, representations or agreements, 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 CNA during the life of the agreement except by mutual consent or as otherwise provided herein.

Section 3. DURATION. This Agreement shall be valid and effective for a period of three (3) years commencing from the signing of the parties.

Section 4. AMENDMENTS. For purposes of considering specific proposals, amendments, and/or negotiation for new terms and conditions, the proponent-party shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussion of the proposed amendments.

Section 5. MONITORING OF CNA. The parties shall oversee and monitor the implementation of the provisions of this Agreement. The ASSOCIATION shall accomplish and submit quarterly reports to the UNIVERSITY.

Section 6. SETTLEMENT OF DISPUTES. The parties agree to exert all efforts to resolve between them any or all disputes arising from the implementation of this Agreement.

Section 7. SEPARABILITY/SAVING CLAUSES. If any provision of this Agreement is held contrary to laws by a court of competent jurisdiction, said provision or the application thereof shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue to be in force and effect. The parties shall meet not later than fifteen (15) days after said provision is declared void for the purpose of amending or revising the same.

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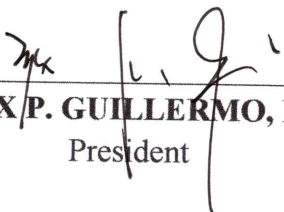
IN WITNESS THEREOF, the parties assigned affixed their signatures on this _____ of _____, 2022 at the Tarlac Agricultural University, Camiling, Tarlac.

**Tarlac Agricultural University
(TAU)**

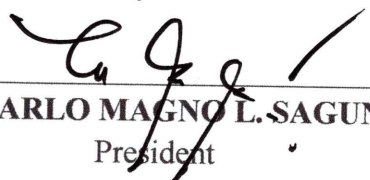
**Tarlac Agricultural University
Non-Academic Staff Association (TAU-NASA)**

Represented by:

Represented by:



MAX P. GUILLERMO, Ph.D.
President



CARLO MAGNO L. SAGUN
President


WITNESSES:

On the part of:

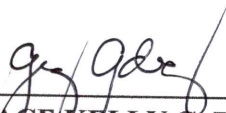
On the part of:

**Tarlac Agricultural University
(TAU)**

**Tarlac Agricultural University- Non
Academic Staff Association
(TAU-NASA)**



ARNOLD E. VELASCO, Ph.D.
VP for Academic Affairs

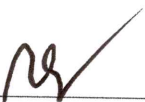


GRACE KELLY G. DELA CRUZ
Member, TAU-NASA

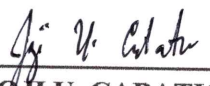
COLLECTIVE NEGOTIATION AGREEMENT PANEL

**Tarlac Agricultural University
(TAU)**

**Tarlac Agricultural University- Non
Academic Staff Association
(TAU-NASA)**



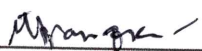
NOEL J. PETERO, Ph.D.
Chair



JOJI U. CABATIC
Chair




DANILO N. OFICIAR, Ph.D.
Vice-Chair



RUTH THESA B. FRANQUERA
Co-Chair



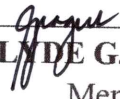
YOLANDA F. JUAN, MPA
Member



MAY Q. PARAYNO
Member



DANTE A. REVAMONTE, CPA, MBA
Member



LYDE G. RAGUS
Member





GRACELLE P. HILARIO
Member



JESSIE CHRISTINE P. TONGOL
Member




**GINA V. DURAN/ MARGIE C.
PADERAN**
Secretariat

**JOHN CARLO D. LIMOS/ MANUEL D.
BEDE**
Secretariat

ATTESTED BY:

SILVESTRE H. BELLO III
Secretary, Department of Labor and
Employment

ATTY. KARLO ALEXIE B. NOGRALES
Chairperson, Civil Service Commission

Department of Labor & Employment Civil Service Commission
Republic of the Philippines)
Province of Tarlac))s.s.
Municipality of Camiling)

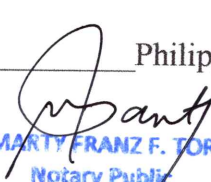
BEFORE ME, a Notary Public, _____ personally appeared MAX P. GUILLERMO with CTC No. CCI2019 29497845 issued at Santa Ignacia, Tarlac on January 4, 2022 and CARLO MAGNO L. SAGUN with Passport No. P6786665B issued on May 10, 2021 at DFA Tarlac respectively, known to me as the same persons who executed this agreement and acknowledge the same as their free acts and deeds.

This is a Collective Negotiation Agreement consisting of nineteen (19) pages signed in every page by both parties and their witness.

Witness my hand and seal this 28 MAR 2022 at _____ Philippines.

Doc. No. 431 ;
Book No. 87 ;
Page No. 34 ;

Series of 2022


Atty. MARTY FRANZ F. TORALBA
Notary Public
UNTIL JUNE 30, 2022
Roll of Attorney No. 65455
PTR OR No. 3891838
January 03, 2022, Camiling, Tarlac
ISP OR No. 159415
January 02, 2022 Tarlac Chapter
MCLE Compliance No. VI-0019006
Adm. Matter No. NP 20-01
(2021-2022)