

COLLECTIVE NEGOTIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **SOUTHERN LEYTE STATE UNIVERSITY (SLSU)**, a public higher education institution created by virtue of Republic Act No. 9261, with principal office at Sogod, Southern Leyte, represented by its *University President, DR. JUDE A. DUARTE*, hereinafter referred to as the "**UNIVERSITY**";

-and-

The **FACILITATIVE and ADMINISTRATIVE SOCIETY (FAdS)** of SLSU Main Campus and its integrated campuses in Tomas Oppus, Bontoc, San Juan, Hinunangan and Maasin City, a legitimate public sector labor organization duly organized, registered and accredited with the Civil Service Commission (CSC) and with the Department of Labor and Employment (DOLE) under DOLE-CSC Registration Number 624 dated July 8, 1999 and CSC Certificate of Accreditation Number 711 dated December 15, 2008, with principal office at SLSU Main Campus, Sogod, Southern Leyte represented by its *President, MS. ADELFA C. DIOLA*, herein after referred to as the "**ASSOCIATION**".

WITNESSETH:

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

- Article III, Section 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), Section 2 (5). The right to self-organization shall not be denied to government employees.
- Article XIII, Section 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.

It shall guarantee the rights of all workers to self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with law. They shall be entitled to security of tenure, humane conditions of work, and a living wage. They shall also participate in policy and decision-making processes affecting their rights and benefits as may be provided by law.

WHEREAS, Executive Order No. 180, issued on June 1, 1987, provides that the terms and conditions of employment or improvement thereof, except those that are fixed by law, may be the subject of negotiations between legitimate unions and appropriate government authorities,

WHEREAS, the ASSOCIATION is the duly accredited employees' organization conferred with the status of Sole and Exclusive Negotiating Agent (SENA) of all rank-and-file non-academic employees in Southern Leyte State University.

WHEREAS, the UNIVERSITY recognizes the ASSOCIATION as the legitimate representative of its rank-and-file non-academic employees and acknowledges its essential role in promoting and upholding their interests through collective negotiation.

WHEREAS, the UNIVERSITY and the ASSOCIATION have mutually agreed to establish and maintain a working environment that fosters harmony and cooperation with the end in view of enhancing employee welfare, productivity, and commitment to public service.

NOW THEREFORE, for and in consideration of the foregoing and the stipulation hereunder set forth, the parties agree and bind themselves as follows:



ARTICLE I
DEFINITION OF TERMS

Section 1. Whenever used in this CNA, the following words or phrases shall mean or refer as such:

- a. Agreement. This Collective Negotiation Agreement made and entered into by and between the management of Southern Leyte State University and the Facilitative and Administrative Society (FAdS).
- b. Association. This refers to the Facilitative and Administrative Society (FAdS) of SLSU.
- c. Association-Management Consultative Committee (AMCC) – The committee tasked to monitor the implementation of this Agreement and foster relations between the ASSOCIATION and the MANAGEMENT, composed of three (3) representatives from the management and three (3) representatives from the association.
- d. Association Official Time. The official time given to duly elected association members of FADS in their attendance to activities that are required of their position and/or association operations.
- e. Career Enhancement Incentives. The travel incentive granted to SLSU employees for the purpose of giving them an opportunity to spend time with each other in a new environment, enable them to observe, chat and learn about each other and bond with employees they may not know very well.
- f. Civil Service Commission. The Constitutional Commission of the Philippines with responsibility over the civil service. It is tasked with overseeing the integrity of government actions and processes.
- g. Collective Negotiation Unit. The collective negotiation unit shall consist of all rank-and-file non-academic employees of the University in its campuses, except those specifically excluded by Executive Order No. 180 and its implementing rules and guidelines.
- h. Employees. This refers to all teaching and non-teaching regular personnel holding plantilla positions. It includes one whose work has ceased in connection with any current employee-management dispute or unfair labor practice or whose dismissal from the service has not yet attained finality.
- i. Grievance. Refers to work related issues giving rise to employee dissatisfaction.
- j. Management. This refers to the Board of Regents, the University President, or the Management Committee of Southern Leyte State University (SLSU), including their duly authorized representatives.
- k. Non-Academic Employees. This refers to the non-teaching personnel of Southern Leyte State University.
- l. Parties. This refers to Southern Leyte State University Management and the Facilitative and Administrative Society (FAdS) of SLSU.
- m. Union Time-off. The time-off provided to FADS for activities such as regular and special meetings, general assembly, annual planning conference and FADS Campus celebration.
- n. University. Shall refer to SLSU-Sogod, SLSU-Bontoc, SLSU-San Juan, SLSU-Hinunangan, SLSU-Tomas Oppus and SLSU-Maasin City Campus.

**ARTICLE II
DECLARATION OF PRINCIPLES**

Section 1. The UNIVERSITY and the ASSOCIATION shall continue to recognize the basic rights of all employees covered by this CNA on living wage as set by law, security of tenure, and humane working & workplace conditions;

Section 2. The UNIVERSITY and the ASSOCIATION shall continue to adhere to the observance of international and national declarations or policies regarding the right of workers to self-organization, collective bargaining, and the right to peaceful assembly;

Section 3. The ASSOCIATION shall continue to recognize the authority and prerogative of the UNIVERSITY in the implementation of existing laws and policies governing the terms and conditions of employment in the UNIVERSITY;

Section 4. The UNIVERSITY shall not interfere in the establishment, operations, and administration of the ASSOCIATION through acts designed to place the same under its control.

**ARTICLE III
COVERAGE**

Section 1. The Parties agree that this CNA covers all non-academic rank-and-file personnel, whether permanent, temporary or casual employees of Southern Leyte State University and its integrated campuses, except those specifically excluded by PSLMC Resolution No. 2 series of 2004 "Approving and Adopting the Amended Rules and Regulations Governing the Exercise of the Right of Government Employees to Organize", or those functions that are normally considered as policy determining, managerial or confidential in nature.

**ARTICLE IV
ASSOCIATION RECOGNITION AND SECURITY**

Section 1. The UNIVERSITY continues to recognize the ASSOCIATION as the sole and exclusive representative of all members' rank-and-file of the non-academic employees of Southern Leyte State University as defined under Article II;

Section 2. The UNIVERSITY shall continue to deal with the ASSOCIATION in matters and issues affecting the rights and benefits of all member rank and file non-academic employees.


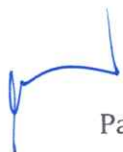




Section 3. The UNIVERSITY shall not discriminate against any rank-and-file non-academic employee due to membership in acts performed in accordance with law or pursuant to this Agreement as an officer or duly authorized representative of the ASSOCIATION in accordance with law;

Section 4. Union Time-off for Regular Association Assemblies/Meetings. The UNIVERSITY shall continue to grant the ASSOCIATION four (4) non-consecutive, non-cumulative, and non-commutative working days per year of union-time off for the purpose of attending union activities and related concerns.

Specifically, the MANAGEMENT shall continue to allow the holding of the following meetings on Official Time:

- a. Annual General Assembly (whole day) – once a year
- b. Joint Executive Board-Members Meeting (3:00p.m-5:00p.m.) – Wednesday once a quarter
- c. Annual Planning Conference (whole day) - once a year
- d. FAdS Campus Celebration (whole day-off campus) – once a year to be determined by each campus

However, the ASSOCIATION shall provide prior notice to the University President for the Main Campus, and to the Campus Directors for external campuses, at least three (3) days before the said activities so that no pending assignments will be prejudiced.

If there are pending assignments of a critical nature, the concerned ASSOCIATION member shall ensure that such tasks are completed before attending any meetings or assemblies, or that another qualified personnel is designated to assume and complete the pending work.

Section 5. Union Time-off for ASSOCIATION-related operations or trainings. The UNIVERSITY shall continue to grant official time to ASSOCIATION officers or members for their attendance in union-related trainings or activities necessary for ASSOCIATION-related operations. The total time devoted to such activities shall not exceed one hundred (100) days each year for the entire ASSOCIATION, and not per individual member. The UNIVERSITY shall not be obligated to provide financial support, such as per diem, transportation, or other expenses incurred in connection with attendance at seminars, meetings, or conferences.

However, notwithstanding the one hundred (100)-day limitation, if the ASSOCIATION officers or members are called upon or invited by any government agency or legitimate private organization to attend seminars, meetings, or conferences on matters that redound to the promotion of the general welfare of the employees, such attendance may still be granted official time by the UNIVERSITY.

Applications for union time-off shall be filed at least three (3) working days prior to the intended date(s), and the UNIVERSITY shall not withhold approval except for exigency of service. Union time-offs shall be exempt from the performance appraisal system and shall not be deducted from employees' vacation leave credit.

The Secretary of the ASSOCIATION shall be responsible for monitoring and recording all approved union time-off to ensure that the ASSOCIATION does not exceed the annual one hundred (100)-day limit. The Secretary of the ASSOCIATION shall likewise inform the Secretary of the Management of the cumulative utilization of union time-off.

Section 6. Association Office. The UNIVERSITY shall provide the ASSOCIATION with an adequate office space necessary in effecting the operations and representation of employees and shall likewise continue to allow the use of its machines, office equipment and other facilities where the ASSOCIATION members are already assigned subject to existing rules and regulations of SLSU.

Section 7. Vehicle Assistance. The UNIVERSITY shall endeavor to provide service vehicles for the use of SLSU employees in accordance with COA and other applicable rules and regulations. Also, upon request of the ASSOCIATION, the University shall provide, subject to availability, official service vehicle(s) for the use of ASSOCIATION in attending official meetings called by any government agency or any duly accredited organization on matters concerning the welfare of employees.

Section 8. Check Off. The UNIVERSITY shall recognize the right of the ASSOCIATION to implement check-off or payroll deduction of dues, membership fees, and other obligations or contributions of its members, as may be legitimately imposed by the ASSOCIATION through a written resolution adopted by a majority of all members in a general membership meeting specifically convened for that purpose, provided that the employees' net take-home pay shall not fall below the minimum amount prescribed under the General Appropriations Act.

Section 9. Agency Fees. The UNIVERSITY shall likewise automatically collect and deduct agency fees from the CNA incentive of non-union members who accept, receive, and enjoy the benefits provided for under this Agreement.

Such agency fee is the same/equal to the annual fees that ASSOCIATION members are paying. The total dues are as follows:

- a) University Membership Fee - Php150.00
- b) University Annual Dues - Php360.00
- c) University Trust Fund - Php150.00
- d) Local Dues – 15% of the Gross Amount of CNA Incentive

Agency fees collected shall become part of the operational fund of the ASSOCIATION. The agency fees shall be subject to regulations that may be imposed by the officers of FADS. Moreover, any adjustment as to the amount shall be decided by FADS, and effective upon concurrence of its members.



Proper reporting and accounting of the transactions of the Association shall be under the responsibility of FADS and shall be made available to FADS members. Accounting of agency fees shall be made available to the management (and non-members).

Section 10. Agency Committee.

The ASSOCIATION shall continue to have one (1) representative in all CSC-prescribed committees concerning rights and welfare.

**ARTICLE V
GRIEVANCE SETTLEMENT/MACHINERY**

Section 1. The UNIVERSITY shall act on complaints against erring employees on the grounds of just/authorized cause and upon the observance of the principle of due process, provided for in the University Manual and CSC Rules and Regulations. The ASSOCIATION shall continue to assist the University in the implementation of the University Grievance Machinery.

**ARTICLE VI
ECONOMIC BENEFIT AND EMPLOYEES WELFARE AND DEVELOPMENT**

Subject to Government Accounting and Auditing (GAA) Rules and Regulations and availability of funds, the Management shall incorporate in its annual budget the allocations for rank and file non-academic personnel's welfare and development assistance programs and/or be given as one of the priorities in the use of savings, such as, but not limited to, the following:

Section 1. The MANAGEMENT shall allow the ASSOCIATION to implement a Career Development and Capacity Building Program for all administrative rank-and-file employees. This may include, but is not limited to in-house trainings, seminars, workshops, and symposiums focused on administrative skills, workplace productivity, and professional growth. Participation in such programs shall be considered official time, subject to applicable rules.

Section 2. The MANAGEMENT shall allow the ASSOCIATION to establish income-generating projects for the benefit of FADS members, provided it shall not jeopardize the IGP of MANAGEMENT.

Section 3. The ASSOCIATION shall allocate or share a portion of the local dues collected from its members to provide support or benefits to Job Order employees, in a manner consistent with the objectives of the Association and subject to guidelines set by the ASSOCIATION.

Section 4. Health Benefits.

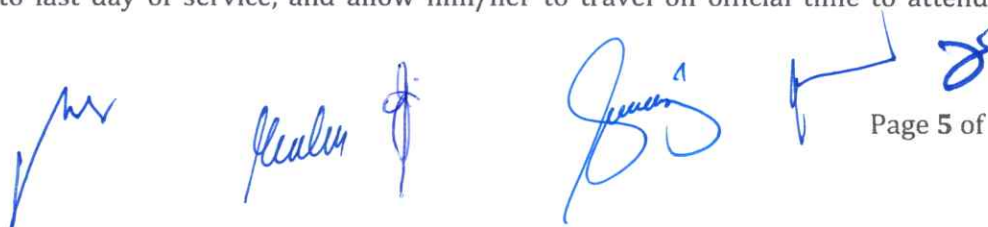
4.1 The MANAGEMENT shall provide appropriate work assignment areas for pregnant women and persons with disabilities based on their physical condition.

4.2 The MANAGEMENT shall provide proper prayer room /mass hall distinctly for both Christians and Muslims alike. For this purpose, the UNIVERSITY shall allow employees sufficient time and regular periods for worship and prayer activities.

4.3 The MANAGEMENT shall provide employees free access to the oval. Access to other wellness and physical fitness facilities and equipment may be subject to reasonable monthly fees where applicable.

Section 5. Assistance to Retirees.

5.1 Processing of Documents. The MANAGEMENT shall prioritize the processing of retirees' benefits and claims. It shall, likewise, relieve the retiring employee from official duties/functions at least one (1) month prior to last day of service, and allow him/her to travel on official time to attend to



documentary requirements of his/her claims, i.e., GSIS, Pag-ibig, etc. but shall report to the office regularly (enjoy the official time last month before retirement to process his/her claim).

5.2 The MANAGEMENT shall provide for livelihood opportunities, financial literacy, as well as counseling for retiring employees.

Section 6. Bereavement Assistance. The MANAGEMENT, upon request of the ASSOCIATION, may allow members to avail official time and vehicle assistance (subject to availability) in case of the death of employees, co-employees, whether active in service or retired, and or immediate member of his/her family.

ARTICLE VII WORK HOURS/SALARY/PAY

Section 1. Flexi-time work schedules as requested and approved in writing between 7:00 AM to 6:30 PM shall continually be allowed to all rank-and-file non-academic employees without prejudice to its existing arrangement of each department except those personnel whose duties are related to projects, cleanliness, maintenance and security services subject to recommendation of the department head concerned and approval of the University President, unless otherwise prohibited by law or existing CSC regulations.

Section 2. Occurrence of Overtime Work. Overtime work occurs when an employee renders service at the direction of head of the agency or the University President or authorized representative, and if performance of such service is in accordance with the existing CSC and Department of Budget and Management (DBM) rules and regulations.

Section 3. The employee can refuse for justifiable reason to work overtime or to render honorarium services, except in very meritorious cases that non-performance of overtime may cause loss of life or property, give embarrassment to the university or in the exigency of service to the university.

Section 4. In case of temporary assignment and/or reassignment, the CSC rules and regulations must be followed.

ARTICLE VIII RECRUITMENT, PROMOTION AND TERMINATION OF EMPLOYEES

Section 1. The UNIVERSITY shall ensure adherence to the recruitment, promotion, placement and termination policies under existing laws, CSC Rules and Regulations, and the University Code.

Section 2. The next-in-rank system shall be considered in the promotion process; however, interested next-in-rank employees shall apply or signify their interest for the position. In case of vacancy concerning administrative and financial positions consideration must be given to qualified personnel who applied for said position. Nevertheless, it is understood that the University President or the Board of Regents, as the appointing authority, retains the discretionary power to select the final appointee from among the top-ranked applicants, provided that the selected individual meets all requisite eligibility requirements, qualification standards, and other applicable civil service and legal rules.

Section 3. In case of vacancy of any regular position, qualified casual, temporary and contractual employees in the UNIVERSITY shall be given equal opportunity.

Section 4. Displacement of Employees. If the job position of any non-academic employee is abolished because of the implementation of technological innovations, the UNIVERSITY shall place the employee in an available position. The UNIVERSITY shall shoulder the cost of training, if required, to upgrade the employee's capability for the available position.

Section 5. Notice of expiration of appointment of casual, temporary, and contractual employees shall be served prior to expiration.



Section 6. Written Resignation Letter of casual, temporary, and permanent employees shall be submitted to the head of agency at least thirty (30) days prior to its effectivity.

ARTICLE IX
IMPLEMENTING AND MONITORING SCHEME

Section 1. Applicability. It shall be understood that this Agreement will apply to all campuses under the UNIVERSITY, but always according to the conditions and availability of funds of each campus.

Section 2. Interpretation. In the event of any conflict between the provisions of this Agreement and University policies, the parties shall endeavor to respect and uphold the terms of this Agreement; provided, however, that the UNIVERSITY's actions shall prevail to the extent necessary to comply with mandatory or prohibitive laws, rules, or regulations.

Section 3. Association-Management Consultative Committee (AMCC). For purposes of maintaining continuous lines of communication, consultation, and dialogue between the UNIVERSITY and the ASSOCIATION, the AMCC is hereby created to be composed of the following:

- a) Three (3) representatives from the UNIVERSITY
 - 1. University President or his/her duly designated representative
 - 2. Vice President for Administration and Finance
 - 3. Board Secretary

- b) Three (3) representatives from the ASSOCIATION
 - 1. FAdS President
 - 2. FAdS Vice President
 - 3. FAdS Secretary

- c) Presiding and Secretariat. In meetings, the University President shall serve as the Presiding Officer and the FADS Secretary shall act as the Secretary of the AMCC.

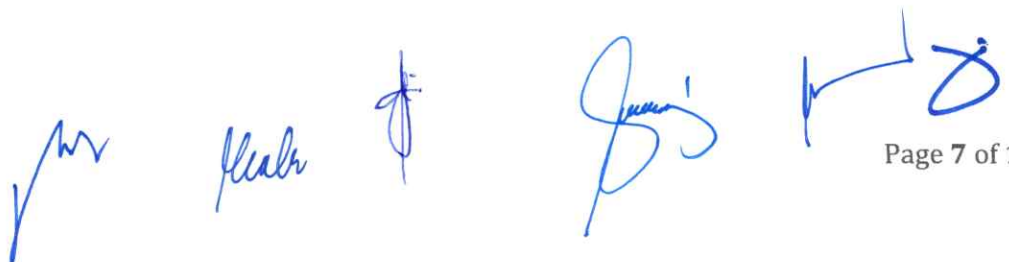
- d) Functions and Responsibilities. The AMCC shall:
 - i. Monitor and report the implementation of this collective negotiation agreement;
 - ii. Recommend a resolution to any controversy or conflict arising from the interpretation and/or enforcement of this agreement.
 - iii. Call a meeting once a year preferably at the beginning of the year or a special meeting may be called by either the MANAGEMENT or the ASSOCIATION when necessary.
 - iv. Review, recommend, and endorse the amount, distribution scheme, and modality of the CNA Incentive, consistent with:
 - a. Applicable DBM Budget Circulars;
 - b. University-generated savings; and
 - c. Principles of fairness, transparency, and accountability.

The AMCC may recommend:

- i. Equal distribution;
- ii. Percentage-based distribution;
- iii. Tiered or bracketed schemes; or
- iv. Any equitable scheme aligned with University priorities.

The final amount and release of the CNA Incentive shall remain subject to DBM guidelines and Board of Regents approval.

Section 4. Matters and policies affecting employee relations not covered by this Agreement, including those that are, or may be the subject of a regulation promulgated by the UNIVERSITY, shall be subject to consultation with the ASSOCIATION prior to effecting such changes.



**ARTICLE X
CNA INCENTIVE AND COMMITMENT TO COST REDUCTION MEASURES**

Section 1. CNA Incentive. To encourage greater appreciation of this CNA and to further improve contract-induced productivity, the UNIVERSITY agrees to grant to all qualified employees an annual CNA Incentive in accordance with the latest Department of Budget and Management (DBM) Circular/s and other relevant issuances.

Section 2. Cost Reduction Measures. The ASSOCIATION commits to support the UNIVERSITY in its austerity measures and system improvements to achieve established targets and programs at reduced costs. In particular, the ASSOCIATION shall actively support, without being limited to, the following cost-cutting measures:

- a. Ensure the prudent, efficient, and sustainable use of supplies and materials, including the utilization of recyclable resources;
- b. Energy conservation (e.g. strictly putting-off of electrical equipment/gadgets when not in use like computers, stereo, electric fans, and lights; using the air-cons from 9:00a.m.-12:00n.n. and 1:00p.m.-4: 00p.m);
- c. Promote responsible and efficient water use;
- d. Implement a Volunteer-Assisted Facilities Clean-Up Program, particularly 1 day, before and after calamities, to reduce the need for additional hiring or overtime payment for utility personnel;
- e. Minimize waste and optimize resources, including recycling, paper reduction, and responsible waste handling;
- f. Adopt other simple cost-saving practices that improve efficiency without compromising work quality.

Section 3. The ASSOCIATION shall continue to help the MANAGEMENT to ensure that members observe the Civil Service rules and regulations and the University Code in coming up with internal measures to bring about excellent public service benefiting both the employees and management.

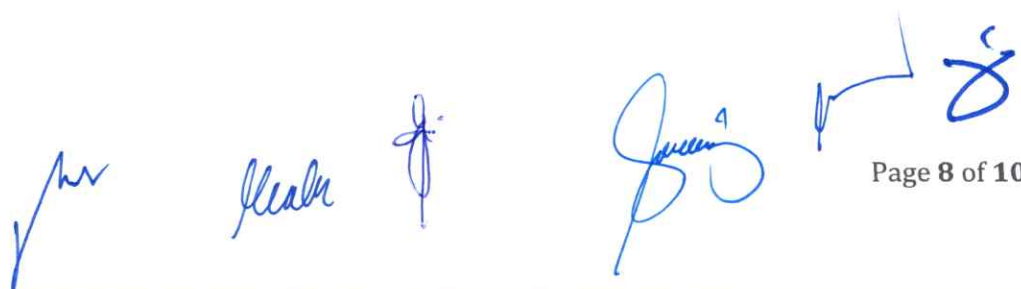
**ARTICLE XI
ENTIRETY AND MODIFICATION CLAUSE**

Section 1. Both parties agreed that the terms and provisions herein contained constitute the entire agreement between the parties on such terms and provisions and supersedes all previous communications, representations or agreements, either verbal or written, between the parties with respect to said matters. Both parties agree that negotiations shall be reopened on any of the terms and provisions contained in this Agreement during the life of the Agreement except by mutual consent or as otherwise provided herein.

Section 2. During the effectivity of this Agreement, the ASSOCIATION shall continue to promote peace and harmony within its rank. It shall continuously cooperate with the UNIVERSITY in the implementations of directives from the proper authorities of the government in line with the existing political, economic, and social conditions of the country. The UNIVERSITY shall provide the ASSOCIATION with copies of memoranda and/or directives that serve to promote the interests of the University.

**ARTICLE XII
SEPARABILITY CLAUSE**

Section 1. Any provisions in this Agreement which is held contrary to law or declared invalid by any court of competent jurisdiction, or which may be subsequently modified on amendment by the parties shall be automatically invalidated but all other provisions or applications not affected shall continue to be in force and effect.


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**ARTICLE XIII
EFFECTIVITY AND CONTINUING CLAUSE**

Section 1. Effectivity. This CNA shall take effect upon its signing by the parties, ratification by the majority of the rank-and-file employees in the negotiating unit, and registration with the CSC. It shall remain valid period of four (4) years or until rendered inoperative by both parties and/or competent authorities.

Section 2. Renewal and Renegotiation. Within sixty (60) calendar days prior to the termination or expiration of this CNA, either party may initiate negotiations for renewal and modification or a new agreement. In the event that no renewal agreement is entered into upon expiration hereof, this CNA shall remain in full force and effect until such time that the new CNA is approved so as to give opportunity to the parties to conclude negotiations for a new agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hands this 20th day of November, 2025 in Sogod, Southern Leyte.

**SOUTHERN LEYTE STATE UNIVERSITY
(SLSU)**

BY:



JUDE A. DUARTE, DPA
University President

**FACILITATIVE and ADMINISTRATIVE SOCIETY
(FAdS)**

BY:



ADELFA C. DIOLA
FAdS President

Signed in the presence of



DEWOOWOOGEN P. BACLAYON, PhD.
Vice-President for Administration and Finance



MARIA EMELEE A. BASCUG, RN
FAdS Vice-President



MABEL R. CALVA, PhD
Board Secretary



JESSA LAARNI B. ESPINAS
FAdS Secretary

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a Notary Public, personally appeared the following persons:

NAME	Government Issued I.D.
JUDE A. DUARTE	SLSU Employee ID No. 001, issued on January 24, 2023
ADELFA C. DIOLA	Phil. ID 2417-8520-9759-3061 issued on May 13, 2023

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing Collective Negotiation Agreement, consisting of nine (9) pages including this page where this acknowledgment is written, and they declared to me that the same is their free and voluntary act and deed, and that of the entities they represent.

WITNESS MY HAND AND SEAL this Nov. 25, 2025 in the place above written.

Doc. No. 485 ;
Page No. 97 ;
Book No. 1194 ;
Series of 2025

ATTY. MARVIN A. MAGAIPO
Notary Public
RTC39-NC NO. 011-2025; Dec. 31, 2026
Roll of Attorneys No. 66764
IBP OR No. 480820 Dec. 4, 2024
PTR No. 0483612, Dec. 6, 2024
MCLE Compliance No. VIII-0029511,
MAGAIPO LAW OFFICE
Mangkaw St. Zone IV, Sogod, Southern Leyte

[Handwritten signatures and initials]