

# CERTIFICATE OF REGISTRATION

## Collective Negotiation Agreement

# No. 2153

Pursuant to the Amended Rules and Regulations Governing the Exercise of the Right of Government Employees to Organize, the Collective Negotiation Agreement entered into by and between the

## BATANGAS STATE UNIVERSITY FACULTY CONFEDERATION (BSU-FC)

and the

## BATANGAS STATE UNIVERSITY

Gov. Pablo Borbon Main Campus, Rizal Ave., Batangas City

having complied with the prescribed requirements in the abovementioned Rules is registered by the Commission and is binding between the parties thereof during the period of its effectivity from **April 1, 2021** to **March 31, 2024**.

Issued this 9th day of August 2021 in Quezon City.



**ALICIA dela ROSA - BALA**  
Chairperson

Attested by:



**CECILIA C. DELA FUENTE**  
Director IV  
Human Resource Relations Office



**COLLECTIVE NEGOTIATION AGREEMENT (CNA)**

**KNOW ALL MEN BY THESE PRESENTS:**

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

The **BATANGAS STATE UNIVERSITY**, a State University duly organized and existing under Philippine Laws and by virtue of RA 9045, as amended, with principal office address at Rizal Avenue, Batangas City, represented by its President, **DR. TIRSO A. RONQUILLO**, hereinafter referred to as the "**UNIVERSITY**";

-and-

The **BATANGAS STATE UNIVERSITY – FACULTY CONFEDERATION (BSU-FC)**, a legitimate public sector labor organization with DOLE-CSC Certificate of Registration No. 1550 dated April 27, 2006 and CSC Certificate of Accreditation No. 648 dated October 2, 2007, with office address at Rizal Avenue, Batangas City, represented by its President **DR. JESSE NELSON P. LLANA**, hereinafter referred to as the "**CONFEDERATION**".

**WITNESSETH**

**WHEREAS**, the 1987 Philippine Constitution recognizes the right of government workers to form Unions, self-organization, and engage in negotiations as embodied in Article III, Section 8 and, Article IX-B, Section 2 (5);

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

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

**WHEREAS**, the **CONFEDERATION** has been accredited by CSC as the sole and exclusive negotiating agent for all the academic rank-and-file employees of Batangas State University;

**WHEREAS**, the **CONFEDERATION** shall serve as a catalyst in introducing and attaining progressive changes in the **UNIVERSITY**;

**WHEREAS**, the **UNIVERSITY** and the **CONFEDERATION** seek to promote a working environment that is conducive to a harmonious relationship between them, enhance employees' welfare and productivity, and contribute to effective and efficient public service;

**NOW, THEREFORE**, for and in consideration of the stipulations hereunder set forth, the **UNIVERSITY** and the **CONFEDERATION** agree and bind themselves to the provisions of this Collective Negotiation Agreement, to wit:

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**ARTICLE I  
DECLARATION OF PRINCIPLES**

**Section 1.** The **UNIVERSITY** and the **CONFEDERATION** recognize the basic rights of all academic rank and file employees to a just and decent salary, security of tenure, career development, and humane working conditions which enhance academic freedom, excellence, and creativity.

**Section 2.** The **UNIVERSITY** and the **CONFEDERATION** 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 assembly.

**Section 3.** The **UNIVERSITY** and the **CONFEDERATION** shall uphold the democratic rights of the academic rank-and-file employees, which include representation in the University bodies and committees for the formulation of the policies and programs affecting their rights, career development, welfare, and benefits.

**Section 4.** The **UNIVERSITY** and the **CONFEDERATION** shall uphold the principles and spirit of academic freedom as enumerated in Article VI, Section (3) of this Agreement.

**Section 5.** The **UNIVERSITY** shall respect and recognize the independence of the **CONFEDERATION** and its member associations in their establishment, operation, and administration.

**Section 6.** The **UNIVERSITY** and the **CONFEDERATION** agree that there shall be no discrimination against any member of the academic rank-and-file employees in relation to matters covered by this CNA on the basis of sex, creed, civil status, gender orientation, political or religious affiliation or belief, and age.

**Section 7.** The **UNIVERSITY** and **CONFEDERATION** adhere to promote a progressive and harmonious labor-management relationship.

**ARTICLE II  
COVERAGE**

**Section 1.** The Collective Negotiation Unit (CNU) covered by this CNA shall consist of all academic rank and file employees of the **UNIVERSITY**.

*Academic rank and file employees* are full-time faculty members with employer-employee relationships, regardless of academic rank and employment status, including faculty members with designation and performing administrative functions but not under employee basis.

**ARTICLE III  
CONFEDERATION RECOGNITION AND PRIVILEGES**

**Section 1.** The **UNIVERSITY** recognizes the **CONFEDERATION** as the sole and exclusive negotiating agent of all academic rank and file employees of the **UNIVERSITY**.

**Section 2.** The **UNIVERSITY** shall not discriminate against any employee by reason of membership to the **CONFEDERATION**, or against officer or duly authorized representative of the **CONFEDERATION** for acts performed in pursuant to this Agreement.

**Section 3.** The **UNIVERSITY** respects the freedom of association of the **CONFEDERATION**. It shall allow the **CONFEDERATION** to hold the following meetings on official time:

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- 3.1. Regular Executive Board Meeting (Six in a year)
- 3.2. Special Executive Board Meeting (Twice a year)
- 3.3. Constituent/Extension Campus Assembly (Once a semester)
- 3.4. General Assembly (Once a year)

**Section 4. CONFEDERATION TIME PRIVILEGE.** Official time shall be granted by the UNIVERSITY to allow CONFEDERATION officials to accomplish representation duties, including meetings enumerated in Section 3 of this Article. Designated CONFEDERATION representatives shall be released from their official duties during the approved activity, meeting or similar activities for the purpose of representation.

**Section 5.** The UNIVERSITY shall further allow the participation of the CONFEDERATION officers in the assembly, meeting and/or seminar/workshop/training organized by the Philippine National Confederation of Faculty Association of State Universities and Colleges and other government agencies on official business. Necessary expenses incurred in the participation shall be charged against the UNIVERSITY funds, subject to existing rules and regulations and availability of funds.

**Section 6. CONFEDERATION OFFICE AND FACILITIES.** The UNIVERSITY shall provide the CONFEDERATION an office space, bulletin boards, facilities and equipment. The member associations may be provided an office space subject to availability.

**Section 7. CONFERENCE HALLS AND OTHER FACILITIES.** The UNIVERSITY shall allow the CONFEDERATION and the campus-based associations free use of conference halls and other facilities for its meetings and activities, except for the purpose of raising funds, subject to availability of conference rooms/facilities, with prior written consent from the office concerned.

**Section 8. TRANSPORTATION.** The UNIVERSITY shall, whenever possible, provide the CONFEDERATION service vehicles, including their driver and fuel, for the use of its representatives when attending meetings called by any government agency or any duly accredited organization on meetings concerning the welfare of employees, subject to the austerity measures agreed upon this CNA.

**Section 9. INFORMATION DISSEMINATION.** The CONFEDERATION shall be provided a bulletin board in every campus for communication and information dissemination. In addition, the CONFEDERATION shall be given a space in the UNIVERSITY website subject to existing rules and regulations pertinent thereto.

**Section 10. LIST OF NEWLY HIRED, RETIRED, AND SEPARATED EMPLOYEES.** The UNIVERSITY shall furnish the CONFEDERATION, upon proper request and representation of the CONFEDERATION Secretary, a list of newly hired, retired, and separated faculty members on or before the mid-term examination of each semester.

**Section 11. CONFEDERATION REPRESENTATION IN COMMITTEES.** The CONFEDERATION shall be represented in committees created for purposes that may affect the academic rank and file employees, including, but is not limited to:

- 11.1. Faculty Selection Board
- 11.2. Performance Management Team
- 11.3. PRAISE Committee
- 11.4. Health and Safety Committee
- 11.5. Local NBC Evaluation Committee
- 11.6. Grievance Committee
- 11.7. Committee on Decorum and Investigation
- 11.8. Other Committees of similar purpose

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**Section 12. CONFEDERATION PROJECTS.** The **UNIVERSITY** shall allow and support the **CONFEDERATION** to undertake projects and activities, including socioeconomic projects which the latter deems beneficial to its members through the use of existing resources in close coordination with offices concerned and subject to existing **UNIVERSITY** policies, rules, and regulations. Likewise, the **CONFEDERATION** shall commit to support all **UNIVERSITY** activities and programs.

**ARTICLE IV  
MANAGEMENT PREROGATIVES AND RESPONSIBILITIES**

**Section 1.** The **UNIVERSITY** shall ensure adherence to its duly approved recruitment, promotion, and termination policies and those prescribed under existing laws, rules, and regulations. its

**Section 2.** The **UNIVERSITY** shall adhere to Civil Service Commission (CSC) existing rules and regulations regarding the security of tenure of academic rank and file employees.

**Section 3.** The **UNIVERSITY** agrees that the appointment of faculty to a permanent status through lateral entry shall be avoided, except in highly meritorious cases.

Highly meritorious cases refer to instances where an applicant for a permanent teaching position possesses highly specialized and technical competencies and professional qualifications that make him/her highly capable of delivering the services required or needed by the **UNIVERSITY** at the time of his/her appointment.

**Section 4.** The **UNIVERSITY** shall facilitate the evaluation of National Budget Circular (NBC) No. 461 documents immediately after the issuance of pertinent guidelines by the Department of Budget and Management (DBM) and other concerned agencies for purposes of reclassification of academic rank and file employees. The **UNIVERSITY**, through the Human Resource Management Office (HRMO), shall provide the concerned faculty a copy of the summary of the result of his/her individual evaluation.

**Section 5.** The **UNIVERSITY** shall allow the **CONFEDERATION** to take part in the orientation program conducted by HRMO of Constituent Campus for newly hired faculty members to discuss **CONFEDERATION**'s Constitution and By-Laws.

**Section 6.** The **UNIVERSITY** shall be allowed to exercise its sound management prerogatives, through the University President/Board of Regents (BoR) which include the following:

- 6.1. reassignment and/or transfer
- 6.2. grant of vacation leave
- 6.3. appointment and promotion
- 6.4. study leave privileges and scholarship grants
- 6.5. all other matters where the management can exercise its prerogative/discretion as may be allowed by existing laws, rules, regulations, and jurisprudence.

**Section 7.** The **UNIVERSITY** shall assist the **CONFEDERATION** in the collection of contributions and dues from members through salary deduction upon written request and authority from the **CONFEDERATION** Treasurer and endorsed by the **CONFEDERATION** President to the Campus Accountant.

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**ARTICLE V  
CONFEDERATION AND ACADEMIC RANK AND FILE EMPLOYEES'  
DUTIES AND RESPONSIBILITIES**

**Section 1.** The **CONFEDERATION** shall conceptualize, initiate and implement projects and activities for the attainment of the Vision, Mission, Goals, and Objectives (VMGO) of the **UNIVERSITY**.

**Section 2.** The **CONFEDERATION** members shall contribute in the accomplishment of targets of the **UNIVERSITY** per Major Final Outputs (MFO's).

**Section 3.** The **CONFEDERATION** shall endeavor to resolve issues and concerns involving academic rank and file employee through peaceful dialogue.

**Section 4.** The **CONFEDERATION** shall be responsible in the dissemination to its members any faculty-related information furnished to, and/or obtained by the Confederation from the **UNIVERSITY**, subject to the provisions of the Data Privacy Act.

**Section 5.** The **CONFEDERATION** shall be a partner of the **UNIVERSITY** in advancing students' competence and in implementing student discipline.

**ARTICLE VI  
ACADEMIC RANK AND FILE EMPLOYEES' RIGHTS, BENEFITS AND  
PRIVILEGES**

**Section 1.** Academic rank and file employees who have served the **UNIVERSITY** for at least one year and who intend to enroll in Master's and Doctorate programs at the **UNIVERSITY** shall be entitled to 100% free tuition fee as incentive from the **UNIVERSITY**, subject to policies on the provision of incentive for faculty members: *Provided*, That the graduate program to be taken is aligned with the employee's field of specialization: *Provided, further*, That Guest Lecturers who have served one year continuous full-time equivalent prior to their temporary/permanent appointment may be entitled to the same incentive.

**Section 2.** Academic rank and file employees who render their services as coaches and/or officials as representatives of the **UNIVERSITY** in sports and cultural competitions shall be entitled to overtime payment or per diem, subject to existing rules and regulations.

**Section 3.** The academic rank and file employees have the right to enjoy academic freedom. For purposes of this agreement, academic freedom constitutes the following:

- 3.1. conduct of research aligned with the **UNIVERSITY**'s research thrusts and priorities, and in the publication of the research results;
- 3.2. utilization of appropriate teaching methodology in the discussion of their course content in accordance to their approved course syllabi/course plan and;
- 3.3. expression of religious and political belief and/or affiliation in adherence to University policies and regulations.

Academic rank and file employees shall not be disciplined and deprived of any privileges or benefits on the sole basis of exercising his/her rights to academic freedom as set forth in this Article or as protected under the Constitution.

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**Section 4.** In applying for a permanent teaching position, preference shall be given by the **UNIVERSITY** to academic rank-and-file employees over returnees and/or new applicants with similar qualifications and competencies.

**Section 5. INSTITUTIONAL PROMOTION.** The **UNIVERSITY** shall endeavor to fill up vacant plantilla items.

**Section 6. DELOADING FOR CAMPUS PRESIDENTS.** The campus association president shall be deloaded three (3) units during their incumbency.

## ARTICLE VII HEALTH AND SAFETY

**Section 1. SAFETY AND HEALTH REQUIREMENTS.** The **UNIVERSITY** shall conform to and comply with applicable regulations requiring safety, health, and sanitary working conditions prescribed by law. The **UNIVERSITY** and the **CONFEDERATION** must conduct a regular information drive that will help prevent and control illness, and it shall do everything possible to provide healthy and safe working conditions for all employees.

**Section 2. FREE ANNUAL PHYSICAL, AND MEDICAL EXAMINATION.** The **UNIVERSITY** shall facilitate the provision of free annual physical, and medical examinations for all academic rank and file employees through a partnership with a government health facility.

**Section 3. DISASTER RISK REDUCTION MANAGEMENT (DRRM) IMPLEMENTATION.** The **UNIVERSITY** shall ensure the implementation of its general policy on DRRM, and specifically, the BatStateU Responders and Volunteers for Emergency (BRAVE)

**Section 4. PERSONNEL PROTECTIVE EQUIPMENT (PPE).** The **UNIVERSITY** shall provide basic PPE once every three (3) years to its academic rank and file employees who conduct laboratory classes and are required to have such protection in the performance of their duties.

**Section 5. FLEXIBILITY ON THE AVAILMENT OF PROPORTIONAL VACATION PAY (PVP).** Academic rank and file employees shall be allowed a five (5)-day leave with pay per semester, which will be deductible from the proportional vacation pay.

**Section 6.** The **UNIVERSITY** and **CONFEDERATION** shall endeavor in the development of appropriate policies and programs and its implementation regarding mental health issues as stipulated in Chapter V, Sections 24 and 25, and Chapter VII, Section 30-a of Republic Act (RA) 11036 or any revision or amendment thereto.

**Section 7.** The **UNIVERSITY** shall strengthen the implementation of its existing policies on occupational safety and health, including but not limited to the:

- 7.1. provision of clean and potable drinking water;
- 7.2. observance of proper air/floor space and office lighting and ventilation; and
- 7.3. welfare of persons with disabilities.

**Section 8.** The **UNIVERSITY** shall ensure a sexual harassment-free and gender affirming environment as prescribed by relevant laws, rules, and regulations.

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**ARTICLE VIII**  
**ENHANCING PRODUCTIVITY AND COST REDUCTION MEASURES**

**Section 1.** The **UNIVERSITY** and the **CONFEDERATION**, as well as the non – academic employees, shall jointly institute measures to enhance the productivity of the **UNIVERSITY**, and implement cost-cutting measures for greater efficiency and effectiveness and for the grant of CNA incentives during the effectivity of this Agreement.

**Section 2.** The identified measures to enhance productivity of the **UNIVERSITY** shall include, but are not limited to the following:


- 2.1. involvement, support, and promotion of the **UNIVERSITY's** existing income generating projects through patronizing the **UNIVERSITY** products, services, and facilities;
- 2.2. encouraging academic rank and file employees to produce instructional materials in accordance with the existing **UNIVERSITY** policies.
- 2.3. assistance of the academic rank and file employees to the Resource Generation Office (RGO) in the identification and institutionalization of new income generating projects through the conduct of various research activities.
- 2.4. establishment and implementation of cost effective and efficient systems and processes, which are inclusive of, but not limited to, maximizing the use of available resources of the **UNIVERSITY** through the observance of a "College Hour" when all academic rank and file employees will attend to their functions other than teaching.

**Section 3.** The identified measures in the generation of savings of the **UNIVERSITY** shall include the following:

- 3.1. savings from supplies and materials of all campuses through more efficient procurement plans from offices and colleges based on actual needs and their proper utilization. Offices and colleges shall create and implement policies on proper care of the **UNIVERSITY** tools, equipment, and facilities.
- 3.2. savings through sharing of available resources among colleges and offices, and adopting measures to wastage prevention such as reporting of leaks, use of recycled materials if possible, and implementation of paperless transactions.
- 3.3. conserving energy such as but not limited to the use of LED bulbs, and continuous phasing out of conventional equipment and appliances and replacing it energy-saving features. Further, putting equipment in eco-mode or turning off appliances which are not in use shall be observed. This subsection shall also include maximizing office and classroom utilization through a well-arranged schedule.
- 3.4. carpooling, especially during attendance to meetings, consultation, and seminars: *Provided*, That, the use of official vehicles shall only be allowed in case there are at least 4 passengers. Hence, if there are less than 4 passengers, they must have to commute unless using public transportation is not feasible. In case of unavailability of official vehicles, employees may commute or use private vehicles subject to reimbursement of actual fare or its equivalent only.

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- 3.5. activating and proper use of voice over internet protocol (VoIP), and online communication platforms;
  - 3.6. prompt reporting of equipment, tools, furniture, fixtures, buildings, and structures that need immediate repair and maintenance to avoid wastage and further damage;
  - 3.7. maximizing alternative modalities in the conduct of meetings, programs, and other activities;
  - 3.8. conducting regular awareness campaign, monitoring, and strict implementation of policies on preventive maintenance, proper utilization, and care of electrical equipment, materials, and other fixtures;
  - 3.9. judicious use of electricity, supplies, and materials, and office equipment for official purposes;
  - 3.10. practicing basic housekeeping all throughout the University; and
  - 3.11. other cost saving measures that may be identified by the Confederation-Management Consultative Committee (CMCC).

**Section 4.** The Austerity Measure Management Committee (AMMC) shall be created in all campuses composed of the following:

- 4.1. Assistant Director/Head, Property and Supply Management;
- 4.2. Assistant Director/Head, General Services;
- 4.3. Campus FACAS Presidents;
- 4.4. Faculty representatives from colleges and departments;

The Committee shall be responsible for the monitoring of the strict implementation of the provisions of this Article, and in the preparation of necessary monthly monitoring reports.

## ARTICLE IX CNA INCENTIVES

**Section 1.** The CNA Incentive shall be granted in recognition of the joint efforts of the **UNIVERSITY** and the **CONFEDERATION** in accomplishing institutional performance targets, in enhancing productivity, and in implementing cost-cutting measures that resulted in savings for the **UNIVERSITY**.

**Section 2.** The **UNIVERSITY** shall grant cash incentives to academic rank and file employees, sourced from savings as a result of cost-cutting and systems improvement measures undertaken collectively, in accordance to and in strict compliance with government accounting and auditing rules and regulations. This shall be given not earlier than December 15 of each year, unless a different date is provided by relevant rules and regulations.

**Section 3.** Every first week of December, effective on the year this CNA is approved and adopted and thereafter, the CMCC shall meet to:

- 3.1. determine if the University is qualified for the grant of CNA incentives based on compliance with requirements issued by DBM;
- 3.2. discuss the accomplishment of targets per Major Final Outputs (MFO's);
- 3.3. assess the financial status of the University; and

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3.4. review the savings generated from cost-cutting and systems improvement measures identified herein.

**Section 4.** The **UNIVERSITY** and the **CONFEDERATION** shall work together to increase the productivity of the **UNIVERSITY** as well as to generate savings in accordance with Article VIII of this agreement.

**Section 5.** The grant of CNA Incentives shall be available to non-members of the **CONFEDERATION**, subject to the payment of agency fee, which is equivalent to the dues to the **CONFEDERATION**, for the entire effectivity of this Agreement.

**Section 6. BOTH PARTIES** agree to implement the grant of the above-mentioned incentives during the effectivity of this agreement: *Provided*, That all conditions set forth in this Article and applicable rules and regulations have been complied with.

#### ARTICLE X GRIEVANCE PROCEDURE

**Section 1.** The **UNIVERSITY** and **CONFEDERATION** shall endeavor to resolve grievances within their ranks in accordance with the existing grievance machinery or as amended, to ensure that peace, harmony, and order within the university is maintained.

**Section 2.** No reprisal of any kind shall be taken against any rank and file employee because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept with utmost confidentiality to protect the interest of the parties concerned.

#### ARTICLE XI IMPLEMENTING AND MONITORING SCHEME

**Section 1.** For purposes of maintaining lines of communication, consultation and dialogue between the **UNIVERSITY** and the **CONFEDERATION**, the CMCC shall be created to be composed of four (4) representatives from each party.

**Section 2.** The **UNIVERSITY** President shall appoint the members of the Committee from the Management side, while the Executive Board of the **CONFEDERATION** shall appoint the members of the Committee from the side of the academic rank-and-file employees.

**Section 3.** The following shall be the functions and responsibilities of the CMCC:

- 3.1. 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;
- 3.2. resolve any issue arising from the interpretation and enforcement of this Agreement;
- 3.3. ensure the implementation of the provisions of this Agreement upon the approval by the parties;
- 3.4. review the provisions of this Agreement on economic benefits and other privileges after two (2) years; and
- 3.5. discuss and resolve any proposed amendments to this Agreement pursuant to Article XIII; and

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3.6. recommend appropriate courses of actions to higher authority pertinent to this agreement.

## ARTICLE XII BUDGET AND FUNDS

**Section 1.** Any provision in this Agreement that has funding requirements shall be subject to availability of funds and in accordance with accounting and auditing rules and regulations.

**Section 2.** The payment of CNA Incentives shall be based on existing DBM guidelines on the grant of CNA incentives, other existing laws, and accounting and auditing rules and regulations.

## ARTICLE XIII MISCELLANEOUS PROVISIONS

**Section 1. DISPUTE RESOLUTION.** The **UNIVERSITY** and the **CONFEDERATION** agree to exert all efforts to resolve between them any or all disputes arising from the implementation of this Agreement through the CMCC.

**Section 2. AMENDMENTS.** For purposes of considering proposed amendments, the proponent-party shall provide the other party with a written notice at least sixty (60) days prior to the date of the intended meeting for the purpose of discussing or considering such proposed amendments. Any amendment shall be done within six (6) months from the date of effectivity of this Agreement.

**Section 3. CONFIDENTIALITY AND DATA PRIVACY. BOTH PARTIES** shall not use for personal benefit or gain or divulge to any persons, firm, company or other organization whatsoever any confidential information belonging to the other PARTY or relating to its affairs or dealing which may come to the other PARTY's knowledge during the performance of duties. This restriction shall cease to apply to any information or knowledge of which may subsequently come into the public domain other than by way of unauthorized disclosure.

Further, **BOTH PARTIES** recognize that in the performance of their duties and all obligations under this Agreement, they may come into contact with personal information/data related to the other PARTY or any of its personnel/stakeholders/officers. Thus, by entering into this Agreement, **BOTH PARTIES** must ensure that any and all such information must be kept securely against unauthorized disclosure to any person, either orally or in writing.

**BOTH PARTIES** further agree to access, handle and use such Personal Data only as needed in order to perform its obligations under this contract or in order to comply with Republic Act No. 10173 (Data Privacy Act as of 2012) and its Implementing Rules and Regulations, and other applicable laws or court orders.

**Section 4. SEPARABILITY/SAVING CLAUSE.** Should any provision of this agreement or any part thereof be declared invalid or found contrary to law, the other provisions, insofar as they are separable from invalid ones, shall remain in full force and effect. The parties will meet not later than fifteen (15) days after said provision is declared invalid for the purpose of amending or revising the same.

## ARTICLE XIV EFFECTIVITY

**Section 1.** This Agreement shall become effective after its signing by **BOTH PARTIES** and ratification by a majority of the academic rank and file employees. This Agreement shall be approved by the Board of Regents and shall remain in force and in effect for a period of three (3) years.

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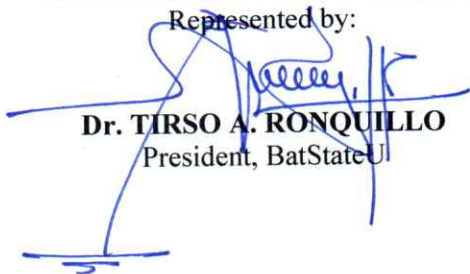
**Section 2. RENEGOTIATION.** Both parties agree to meet not later than sixty (60) calendar days prior to the expiration of this Agreement for the purpose of negotiating a new arrangement to govern the parties. Subject to the observance of other party's right during the freedom period, the provisions of this Agreement, including modifications or amendments thereof, shall remain in force and in effect until a new collective negotiation agreement shall have been concluded and executed by the parties.

**Section 3.** The **UNIVERSITY** shall be responsible for the printing in English of this Agreement after registration to the Civil Service Commission, and the **CONFEDERATION** shall be in charge of the distribution and dissemination of copies. The Agreement shall also be posted on the website of the University.

**IN WITNESS WHEREOF,** the parties, through their authorized representatives sign this Agreement, this 31 day of MAR 2021 in Batangas State University, Batangas City, Philippines.

BATANGAS STATE UNIVERSITY

Represented by:



**Dr. TIRSO A. RONQUILLO**  
President, BatStateU

BATANGAS STATE UNIVERSITY-  
FACULTY CONFEDERATION

Represented by:



**Dr. JESSE NELSON P. LLANA**  
President, BSU-FC

**WITNESSES**

Signed in the Presence of:



**Atty. LUZVIMINDA C. ROSALES**  
VP for Administration and Finance



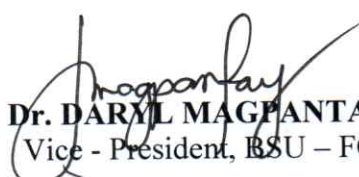
**Prof. ROGELLO A. ANTENOR**  
VP for Academic Affairs



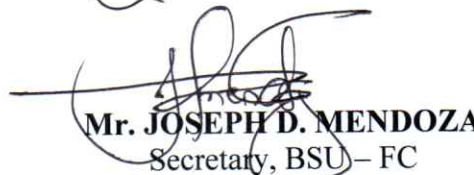
**Prof. ENRICO M. DALANGIN**  
Chancellor, BatStateU ARASOF-Nasugbu




**Atty. ALVIN R. DE SILVA**  
Chancellor, BatStateU Lipa



**Dr. DARYL MAGPANTAY**  
Vice - President, BSU - FC



**Mr. JOSEPH D. MENDOZA**  
Secretary, BSU - FC



**Mr. JOSEPH BALANGAY**  
Auditor, BSU - FC



**Dr. TEEJAY D. PANGANIBAN**  
PRO, BSU - FC



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF BATANGAS) SS.

BEFORE ME, this \_\_\_ day of MAR 31 2021 at Batangas City, Philippines,  
personally the above-named persons with their proof of identifications:

Names	ID.NOS./Date/Place Issued
1. <u>Dr. TIRSO A. RONQUILLO</u>	<u>P86682688 / Oct. 28, 2019 / DFA Manila</u>
2. <u>DR. JESSE NELSON P. LLANA</u>	<u>001-13-000121 01-01-24 Concepcion, Bats-city</u>

known to me personally and/or identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed and that of the institution he represents in case of \_\_\_\_\_.

This instrument consisting of **TWELVE (12)** pages including this page where the acknowledgement is written has been signed by the parties together with their instrument witnesses in each and every page thereof. WITNESS MY HAND AND SEAL.

Doc. No. 184 /Page No. 38 ;  
Book No. 266 /Series of 2021;

  
**CIPRIANO U. ASILO**  
 Notary Public  
 Until December 31, 2022  
 PTR No. 28255187 / JAN 4, 2021 / BATS. CITY  
 IBP Lifetime 03591 / Atty's Roll No. 37927  
 Not. Commission No. 2020-02-R / TIN-154-157-021

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