



# CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 2901

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

**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE NON-TEACHING PERSONNEL UNION (MPSPC-NTPU)**

and the

**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**  
Bontoc Campus, Poblacion, Bontoc, Mountain Province

having complied with the prescribed requirements in the abovementioned Rules, is registered by the Commission and is binding between the parties during the period of its effectivity from **October 21, 2023 to October 20, 2026.**

Issued this 15<sup>th</sup> day of NOVEMBER 2023 in Quezon City.

  
ATTY. KARLO A. B. NOGRALES  
Chairperson



Attested by:

  
MA. THERESA C. FERNANDEZ  
Director IV  
Human Resource Relations Office





# CERTIFICATE OF REGISTRATION

Collective Negotiation Agreement

No. 2901

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

**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE NON-TEACHING PERSONNEL UNION (MPSPC-NTPU)**

and the

**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**  
Bontoc Campus, Poblacion, Bontoc, Mountain Province

having complied with the prescribed requirements in the abovementioned Rules, is registered by the Commission and is binding between the parties during the period of its effectivity from **October 21, 2023 to October 20, 2026.**

Issued this 15<sup>th</sup> day of NOVEMBER 2023 in Quezon City.

  
**ATTY. KARLO A. B. NOGRALES**  
Chairperson



Attested by:

  
**MA. THERESA C. FERNANDEZ**  
Director IV  
Human Resource Relations Office



**MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE  
COLLECTIVE NEGOTIATION AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **COLLECTIVE NEGOTIATION AGREEMENT (CNA)** entered into by and between:

The **MANAGEMENT of the MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, composed of top managers (Presidents, Vice Presidents, Deans, Executive Directors, and Division Chiefs) with principal office and address at Bontoc, Mountain Province, Philippines hereinafter referred to as "**COLLEGE**" and represented in this agreement by its President, **DR. EDGAR G. CUE**.

-AND-

The **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE - NON - TEACHING PERSONNEL UNION (MPSPC-NTPU)**, a duly formed and recognized organization of the rank-and-file employees of the **MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE**, with Certificate of Accreditation No. 1044 by the Civil Service Commission (CSC) with principal office address at Poblacion, Bontoc, Mountain Province, Philippines hereinafter referred to as the "**UNION**" and represented by its President, **MS. CAROLYNE DALE C. IGUID**.

**WITNESSETH:**

**WHEREAS**, the 1987 Constitution of the Philippines and Executive Order No. 180 dated June 1, 1987, guarantee the rights of government employees to self-organized and collective negotiations;

**WHEREAS**, Executive Order No. 180 issued on June 1, 1987 authorizes management and accredited union of the agency to enter into collective negotiations on terms and conditions of employment which are not fixed by law;

**WHEREAS**, the COLLEGE supports the rights of government employees to self-organization and collective negotiations;

**WHEREAS**, the UNION is recognized as the sole representative of the rank-and-file employees of the Mountain Province State Polytechnic College;

**WHEREAS**, it is in the best interest of the Mountain Province State Polytechnic College (MPSPC) and the MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE - NON - TEACHING PERSONNEL UNION (MPSPC-NTPU) to establish a harmonious working relationship and environment which will promote their mutual interest, that will ultimately result to the delivery of genuine, quality and speedy public service in the pursuit of the College vision;

**WHEREAS**, the parties commit to uphold the letter and spirit of this Agreement;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves as follows:

*[Handwritten signatures and initials]*

*[Signature]*  
Page 1 | 11  
NPTU CNA 2023

**ARTICLE I  
DECLARATION OF PRINCIPLES**

Section 1. The UNION recognizes the authority and prerogative of the MPSPC Management in the implementation of existing laws governing terms and conditions of employment in the government and the maintenance of employee benefits provided by law, and such personnel actions as hiring, promotion, reassignment, detail, termination as a result of the disciplinary action and in establishing policies, office procedures and rules and regulations. The management shall exercise at all times sound discretion and prerogatives in accordance with law.

Section 2. The COLLEGE shall consult the UNION in matters affecting the rights and welfare and other concerns of the rank-and-file employees.

Section 3. The UNION shall participate in the formulation of policies, plans, and programs affecting their rights, benefits, and duties. As such, representative(s), preferably the Union President, shall sit as a Resource Person in the Administrative Council of the College and other committees as may be provided by law and CSC rules and regulations, especially in cases where employees' welfare, rights and benefits are the subject of discussion.

Section 4. Except in the exigency and interest of the service, the COLLEGE shall not interfere in the establishment, organization, functioning, peaceful concerted activities, and administration of the UNION.

Section 5. The activities of the UNION shall be conducted in consonance with its constitution and by-laws, the university policies, rules, and regulations and shall be consistent with the duty of government to provide effective and dependable service to the public.

Section 6. The parties shall promote a progressive and harmonious relationship and uphold the letter and spirit of this agreement.

**ARTICLE II  
DEFINITION OF THE NEGOTIATING UNIT**

Section 1. **Negotiating Unit.** It is the unit composed of the rank-and-file personnel employed by the College regardless of the status of employment whether permanent, temporary, or casual. Contractual, job order and other statuses where there is no clear employer-employee relationship are excluded. The negotiating unit in this agreement is the officers or members of the union duly designated by the union president and formally communicated to the College President. It is understood further that whenever used in this Agreement the term "employees" refers only to those within the scope of the negotiating unit as defined herein, in accordance with Section 2 Rule II of Executive Order No. 180.

**ARTICLE III  
UNION RECOGNITION AND SECURITY**

Section 1. The COLLEGE recognizes the UNION as the sole and exclusive negotiating representative of all rank-and-file employees in the CNU (as defined in Article II).

Section 2. All employees who are members of the UNION on the date of signing of this Agreement, as well as all employees who subsequently become members of the UNION during the effectivity of this Agreement, shall maintain their membership of good standing with the UNION for the duration of this Agreement. A certificate of membership shall be given to all members certifying their membership is in good standing.

Section 3. The COLLEGE shall not discriminate against any employee due to membership in the UNION or for acts performed as an officer or representative of the UNION provided these are in accordance with law and the COLLEGE policies, rules, and regulations.

Section 4. The COLLEGE may allow the holding of UNION meetings not exceeding the frequency indicated in their constitution and by-laws provided the schedule does not adversely affect important university activities do not unduly affect the delivery of service to clients.

Section 5. The UNION shall inform, in writing, the COLLEGE of the names of Union officers, who are duly elected to the Board. Said Officers shall not exceed the number per the official list submitted to the COLLEGE by the UNION as of the date signing of this Agreement. The UNION shall inform the COLLEGE of any substitutions or changes of the UNION officers within fifteen (15) days from their official election/designation, as well as their functions and duties as defined under the UNION's Constitution and By-laws.

Section 6. The COLLEGE agrees to help collect agency fees for the UNION, as provided by CSC Memo Circular No. 01 series of 1993 adopted and approved on November 15, 1993. The agency fee for non-NTPU members shall be Php. 1,000.00.

Section 7. The COLLEGE may furnish the UNION, through the FOI mechanism, the College's approved budget, annual financial report, and COA Audit Report. For its part, the UNION commits to furnish the COLLEGE with a copy of its annual plans, programs, and budget and its duly audited annual financial report.

Section 8. The UNION shall be represented in the following COLLEGE/Committee subject to existing laws, rules, and regulations:

- a. Human Resource Merit Promotion and Personnel Selection Board in accordance with the COLLEGE Code.
- b. WELFARE fund if and when it is created by the COLLEGE/CAMPUS that has something to do with rights, privileges, and welfare of members.
- c. Special committees created by the COLLEGE/CAMPUS that have something to do with the rights, privileges, and welfare of members.
- d. Complaints and Grievance Committee
- e. Committee on Decorum and Investigation
- f. Administrative Staff Development Committee (ASDC)
- g. PRAISE Committee.

Section 9. The COLLEGE may provide office space for the UNION to serve as the Union Officers' central headquarters and principal office. Likewise, Campus offices may also be established for the Campus Union Officers/members. These offices are important for their regular functions, operations, and activities (Items 45, CSC MC 30 dated 09/09/94). The UNION

shall see to it that the assets of the COLLEGE are properly maintained and protected.

Section 10. The College shall allow a deduction from the salary of members and of the non-members of the Union including the dues and other special assessments authorized by the Board in accordance with Public Sector Labor Management Council Resolution No. 1., series of 1993.

Section 11. The College shall continue to allow deduction through payroll of every Union member including the regular annual dues and such other fees, assessments, and other deductions based on the terms of payment the members through their authorized officials without the need of any individual authorization in accordance with Public Sector Labor Management Council Resolution No. 1., series of 1993.

Section 12. All deductions shall be remitted to the Union within fifteen (15) days, from the date of deduction.

Section 13. The UNION covenants to recognize and support the COLLEGE plans, programs, projects, and activities. Likewise, the COLLEGE will support the UNION plans, programs, and projects.

Section 14. The UNION and the COLLEGE mutually recognize the grievance machinery of the College pursuant to CSC memorandum circular No. 45, series 1989

**ARTICLE IV  
COMMITMENT OF UNION MEMBERS TO THE COLLEGE**

Section 1. Every member shall observe faithfully and conscientiously all policies, rules, and regulations promulgated by the duly constituted authorities of the COLLEGE.

Section 2. It shall be the duty of every member to assist the COLLEGE in all undertakings to improve the quality of service to its clients.

Section 3. Every member shall always uphold the interest of the COLLEGE Over personal interest.

Section 4. The UNION shall help the COLLEGE in instilling professionalism among any existing laws, policies, rules, and regulations or for his own personal benefit.

Section 5. Every member shall not use the name of the COLLEGE for purposes contrary to any existing laws, policies, rules, and regulations or for his own personal benefit.

Section 6. The UNION shall endeavor to enforce disciplinary measures to its erring members pursuant to existing rules and regulations of the COLLEGE.

Section 7. The UNION is obligated to require its members to attend training, meetings, and seminars to become more efficient, effective, and competent employees in order to provide high-quality service to clients.

Section 8. Every member shall endeavor to attain at least satisfactory performance in the conduct of his duties and functions. The UNION shall

*[Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and several initials on the right.]*

recommend sanctions for every member whose performance is below satisfactorily level.

Section 9. The UNION shall report violations of members of existing policies and regulations of the COLLEGE without waiting for official notice from the COLLEGE.

Section 10. The UNION shall help the COLLEGE in its efforts to implement cost cutting measures (Annex A of this agreement) in all sectors/departments while maintaining the quality of services provided to clients and without sacrificing quality performance of duties and functions.

**ARTICLE V  
EMPLOYEE BENEFITS**

Section 1. Upon proper approval and application, the following employees' benefits may be provided by the COLLEGE subject to the attainment of the attendant conditions:

- a. Collective Negotiation Incentive – Pursuant to Budget Circular Nos. 2006 1. S. 2006 and 2011-5, s. s011 and Item (4)(h)(ii) (aa) of the Senate and House of Representatives (CNA Incentive) up to Php 25, 000.00 per qualified employee of the COLLEGE provided that the planned programs/ activities/ projects have been implemented and completed in accordance with the performance targets for the year. The CNA Incentive may increase or decrease depending on the released guidelines by the Department of Budget and Provided further that all the supplemental guidelines stated in Section 3.0 93.1 to 3.7) of Budget Circular No. 2011-5 are sufficiently complied with. The aforesaid Budget Circulars and JR No. 4 shall part of this CNA instrument. MPSPC NTPU officers shall be entitled 100% of this benefit;
- b. Annual Health Assistance as per MPSPC Resolution No. 2019 – 002 as attached;
- c. Study Leave benefits and scholarship grants consistent with CSC rules and Regulations;
- d. The College shall continue to promote staff development in all areas of work. Staff development shall include conferences, conventions, seminars, workshops, fellowships, and other relevant development programs which the College may deem necessary, subject to the availability of funds.
- e. All qualified next-in-rank employees in the organizational unit shall be automatically considered candidates for promotion in cases of vacancy.

**ARTICLE VI  
SAFE AND REASONABLE WORKING CONDITION**

Section 1. The COLLEGE shall endeavor to provide safe and reasonable working conditions for employees to become more productive and more effective in the performance of their functions which include:

- a. Provision of conducive office, equipped with the basic facilities with the basic facilities and equipment such as tables and chairs following the standard specifications on room space, lighting, ventilation and ergonomics.

**ARTICLE VII  
SOCIAL AND CULTURAL INTEGRATION**

Section 1. The COLLEGE upon the proposal of the UNION shall establish and implement Sport, Physical, Cultural and Spiritual Programs for employees which will provide opportunity for social, physical, cultural and spiritual

8

8

✓

Handwritten signatures and initials at the bottom of the page.

Handwritten signature and initials at the bottom right of the page.

development in order to enhance teamwork, and employees moral and productivity once a year. (Item 37, CSC MC dated 09/08/94)

Section 2. The COLLEGE upon the proposal of the UNION shall provide funds for member-employees' intercampus competition on sports and cultural programs/ activities subjects to availability of funds.

Section 3. The COLLEGE upon the proposal of the UNION shall sponsor educational fieldtrip of employees once a year to develop them professionally and to enhance their competence for better service to the COLLEGE subject to availability of funds.

### **ARTICLE VIII PERSONNEL RIGHTS AND REPRESENTATION**

Section 1. The COLLEGE shall provide legal assistance to any member in any of the following instances;

- a. If the member is sued outside the MPSPC in an administrative case in connection with the performance of his/her responsibilities.
- b. If the member is being harassed by any individual endangering his/her life inside the COLLEGE premises during offices hours and while on official function.
- c. If the member is subpoenaed/ summoned to testify as witness for the COLLEGE before any court, tribunal or body exercising quasi-judicial function.
- d. All the members are given opportunity to consult the MPSPC Legal officer for legal advice and counseling pertaining to official function.
- e. Attendance of all members to official hearing shall be on official business.

Section 2. The COLLEGE shall provide legal and moral support to all employees in case of accident or any other untoward incidents in connection with the performance of his / her duties and responsibilities such as:

- a. Workplace Accidents: This includes incidents such as slips, trips, falls, or any other accidents that occur within the workplace premises.
- b. Occupational Hazards: Exposure to hazardous substances, unsafe working conditions, or inadequate safety measures that can result in injuries or health issues.
- c. Work-Related Injuries: Injuries sustained while performing job tasks, such as lifting heavy objects, operating machinery, or repetitive strain injuries.
- d. Harassment or Discrimination: Instances of harassment, bullying, or discrimination based on factors such as gender, race, age, religion, or disability, creating a hostile work environment.
- e. Violence or Threats: Physical or verbal aggression from colleagues, clients, or external parties that poses a threat to the employee's safety or well-being.
- f. Emotional Distress: Prolonged exposure to high-stress situations, excessive workload, or a toxic work environment that negatively impacts the employee's mental health.
- g. Wrongful Termination: Unjust or illegal termination of employment, such as retaliation for reporting misconduct or exercising legal rights.
- h. Breach of Confidentiality: Unauthorized disclosure of sensitive information or violation of privacy rights, potentially leading to professional or personal harm.



- h. Breach of Confidentiality: Unauthorized disclosure of sensitive information or violation of privacy rights, potentially leading to professional or personal harm.
- i. Defamation or Slander: False statements or damaging rumors spread about the employee, which can harm their professional reputation.
- j. Retaliation for Whistleblowing: Negative consequences faced by an employee who reports illegal or unethical behavior within the organization.

Section 3. The Union shall be provided the use of boards/canvasses in three (3) strategic areas for communicating with union members and for information dissemination in accordance with college rules. Maintenance of such boards/canvasses will be the responsibility of the MPSPC NTPU.

Section 4. The Union shall call its regular and/or special meetings for informational and educational purposes including the interpretation and application of this Agreement on official time, not to exceed once a month.

Section 5. The Union shall be allowed the opportunity to present to the MPSPC Administration for evaluation and endorsement of economic development projects and income-generating activities that will rebound to the benefits of its members, the Union and the College, provided that these are not contrary to laws, morals, public order, public policy, COA, DBM, and College guidelines nor should these contravene or run counter to any business activities of the College, and provided further that, it can be shown that the projects are self-liquidating and do not in any way prejudice their work in the University.

Section 6. The College agrees that Union officials and/or its authorized representatives shall be automatic members of the College pertaining to staff welfare and benefits. The Union shall provide the College with names from which to choose. The Union shall also be represented in Administrative Disciplinary Tribunals (ADT) in accordance with the College rules.

Section 7. The College and Union shall coordinate to conduct an annual seminar on the topic of public sector unionism which will enhance personnel development and which result in the improvement of services rendered to the College subject to the provisions of Article VI, Section 6 on the frequency of meetings/resources to ensure the success of the said undertaking.

## ARTICLE IX FUNDING

Section 1. The COLLEGE shall allow the UNION to generate funds from economic and social activities as allowed by existing laws and policies of the COLLEGE. H

Section 2. The COLLEGE shall allocate to the UNION all collected fines from employees reported by the UNION to have violated the wearing of uniform and ID's to be included in the UNION's general fund. The UNION in turn shall take the responsibility of enforcing discipline to the members. H

BB

*[Handwritten signatures and initials]*

*[Handwritten signature]*

**ARTICLE X  
EFFECTIVITY AND DURATION**

Section 1. The COLLECTIVE NEGOTIATION AGREEMENT shall take effect upon signing by the parties concerned and its subsequent approval by the Civil Service Commission pursuant to CSC Memorandum Circular No. 28, 1993.

Section 2. Both parties may negotiate for a new agreement not later than sixty (60) working days to the expiration of the Agreement.


Section 3. If any provision on the agreement or any application thereof to any employee or group of employees is held contrary to law by a court of competent jurisdiction, said provision or the application thereof will be deemed invalid and the portion thereof which is not invalid shall remain in force and effect.

Section 4. This agreement shall expire after three (3) years and be negotiable thereafter:

**IN WITNESS WHEREOF**, the parties hereof, by authorized representative have hereunto signed this AGREEMENT this October 12, 2023 in MOUNTAIN PROVINCE STATE POLYTECHNIC COLLEGE, at Bontoc, Mountain Province Philippines:

**MPSPC TOP MANAGEMENT**

Representative by:

  
**EDGAR G. CUE**  
*College President*

**MPSPC-NTPU**

Represented by:

  
**CAROLYNE DALE C. IGUID**  
*MPSPC-NTPU President*

Witnesses:

  
**DEXTER C. LINGBANAN**  
*VP for Administration and Finance*

  
**MARK PRESTON S. LOPEZ**  
*VP for Academic Affairs*

  
**EIPHANIA B. MAGWILANG**  
*VP for Research/Dev't Extension*

  
**ROGELIO K. BALCITA, JR.**  
*VP for Resource Generation*

  
**ROLANDO M. TAWANNA, JR.**  
*MPSPC-NTPU Vice President – Bontoc*

  
**ALKEN D. CALISEN**  
*MPSPC-NTPU Vice President – Tadian*

  
**DIXTY L. CARANTO**  
*Secretary*

  
**MAY JOY G. MONGO**  
*Treasurer*

  
**VENUS E. DIZON**  
*Public Relations Officer*

  
**VELON W. ALICMAS**  
*Auditor*

Republic of the Philippines)  
Bontoc, Mountain Province) S.C.

x-----x

**AKNOWLEDGEMENT**

BEFORE ME a Notary Public for and in Bontoc, Mountain Province, this  
Aug 3, 2023 personally appeared the parties:


NAME	ID No.	Date and Place Issued
EDGAR G. CUE		
CAROLYNE DALE C. IGUID		

All known to me and identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed.

This instrument refers to a Collective Negotiation Agreement and consisting of NINE (9) pages, including this page where this is written, and signed by the parties and their instrumental witnesses on each other and every page hereof.

**WITNESS MY HAND AND SEAL.**

Doc. No. 411  
Page No. 83  
Book No. 875  
Series of 2023

  
JOSE N. CO  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
PTR NO. 822074  
TIN 183-340-362

**ANNEX A**

**COST CUTTING MEASURES**

**Section 1. PLEDGE OF COMMITMENT.** The UNION commits to support the COLLEGE in its austerity measures and systems improvement in achieving its established targets and programs at a lesser cost. It shall assist the COLLEGE in its objectives to:

**1. MINIMIZE TRAVELS AND ATTENDANCE TO TRAINING, SEMINARS AND CONFERENCES.** Only in official and necessary cases should personnel be allowed and only one at a time except if so specified in the communication that more than one shall be required.

**2. SYNCHRONIZE OFFICIAL TRIPS TO MAXIMIZE THE USE OF SCHOOL VEHICLES.** Requests for the use of vehicle should all be coursed to concerned personnel for proper scheduling. Use of private vehicles charging transportation expense is totally discouraged.

**3. ECONOMY IN THE USE OF WATER AND ELECTRICITY.** Lights and other conveniences using electricity and water faucets should be properly closed every after office hours. The heads of the different units and janitors are held accountable for any misuse. In cases where computers, electric fans, other amenities are left open at night, the guards on duty can force open the rooms/offices to prevent the possible occurrence of fire. Playing games in office computers is strictly prohibited. Violation of this will cause the confiscation of the computer units in said office.

**4. STRICT PRIORITIZATION OF NEEDS.** Requisitioning officers should see to it that the use of the supplies/materials should be properly identified and based on approved estimates. Even projects should be properly categorized according to needs indicating therein the urgency in relation to existing programs/projects of the units.

**5. ECONOMY IN THE USE OF SUPPLIES AND MATERIALS.** Computers should be strictly used for official business considering the high cost of ink and maintenance materials. Even the use of coupon bonds and other print materials, number of copies should be limited in preparing communications following approved standard. Use of standard forms/documents should also be limited to the needed number of copies. The use of recycled bond paper and other office supplies and materials is strictly enjoined for internal communications.

**6. MAXIMIZE SHARING OF RESOURCES.** This is especially true to the use of trust funds. Units that have considerable trust funds shall share their facilities especially equipment and if possible even supplies and materials to units that are in dire need. Eventually, all units with trust funds should handle cost of operations particularly light and water bills, and cost of maintenance and minor repairs.

**7. PATRONIZE COLLEGE RESOURCES/FACILITIES.** All personnel are enjoined to patronize the products and services of all income-generating projects of the COLLEGE.

8. STRICT OBSERVANCE OF PUNCTUALITY AND OFFICIAL TIME.  
Concerned school officials should police their own ranks.

AS

9. Adherence to the "OG-OGFHO" OR "BINADANG" spirit in performing extra work for the welfare of the COLLEGE especially in the maintenance of cleanliness and sanitation in the campus.

*[Handwritten signatures and initials]*

*[Large handwritten signature]*