# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section/Appendix</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preface</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saint John Baptist De La Salle</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>De La Salle Philippines Preamble</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Saint Benilde Romancon</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Lasallian Guiding Principles</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>A Brief History of De La Salle-College of Saint Benilde</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Vision – Mission</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Learner-Centered Education at De La Salle-College of Saint Benilde</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>Benildean Core Values</td>
<td></td>
<td>13</td>
</tr>
<tr>
<td>The Expectations of De La Salle-College of Saint Benilde</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Section 1:</td>
<td>Purpose and Principles</td>
<td>18</td>
</tr>
<tr>
<td>Section 2:</td>
<td>Rights of Personnel</td>
<td>19</td>
</tr>
<tr>
<td>Section 3:</td>
<td>Employee Classification</td>
<td>20</td>
</tr>
<tr>
<td>Section 4:</td>
<td>Recruitment, Selection and Employment</td>
<td>21</td>
</tr>
<tr>
<td>Section 5:</td>
<td>Working Regulations and Salaries</td>
<td>25</td>
</tr>
<tr>
<td>Section 6:</td>
<td>Benefits</td>
<td>33</td>
</tr>
<tr>
<td>Section 7:</td>
<td>Transfers, Promotions, and Evaluations</td>
<td>45</td>
</tr>
<tr>
<td>Section 8:</td>
<td>Separation</td>
<td>47</td>
</tr>
<tr>
<td>Section 9:</td>
<td>Grievance</td>
<td>52</td>
</tr>
<tr>
<td>Section 10:</td>
<td>Discipline</td>
<td>55</td>
</tr>
<tr>
<td>Section 11:</td>
<td>Offenses and Sanctions</td>
<td>66</td>
</tr>
</tbody>
</table>

### Appendices

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Standardized Telephone Responses</td>
</tr>
<tr>
<td>B</td>
<td>Implementing Guidelines on Personal Grooming</td>
</tr>
<tr>
<td>C</td>
<td>Guidelines and Procedures for Regularization</td>
</tr>
<tr>
<td>D</td>
<td>Overtime Pay Implementing Guidelines and Computation</td>
</tr>
<tr>
<td>E</td>
<td>Solo Parent’s Welfare Act</td>
</tr>
<tr>
<td>F</td>
<td>Social Security Law</td>
</tr>
<tr>
<td>G</td>
<td>Philhealth / National Health Insurance Act of 1995</td>
</tr>
<tr>
<td>H</td>
<td>Employees’ Compensation Insurance</td>
</tr>
<tr>
<td>I</td>
<td>Meal Periods</td>
</tr>
<tr>
<td>J</td>
<td>Night Shift Differential Pay Computation</td>
</tr>
<tr>
<td>K</td>
<td>Paternity Leave</td>
</tr>
<tr>
<td>L</td>
<td>Institutional Continuity Plan</td>
</tr>
<tr>
<td>M</td>
<td>Policies and Guidelines on Suspension of Office Work</td>
</tr>
<tr>
<td>N</td>
<td>CEAP Retirement Plan</td>
</tr>
<tr>
<td>O</td>
<td>RA 7641</td>
</tr>
<tr>
<td>P</td>
<td>Policies and Guidelines on Implementing the Anti-Sexual Harassment Act of 1995</td>
</tr>
</tbody>
</table>
PREFACE

As a member of De La Salle Philippines, De La Salle-College of Saint Benilde (DLS-CSB) distinguishes itself from its sister units by way of orientation. The attribute refers to the inclusive character of the institution, rooted in the recognition of the multidimensionality of human intelligence, and evidenced by the distinct manner by which it diagnoses students admitted into the institution. Such inclusiveness has brought into the College a diverse population – students, faculty, and personnel of various inclinations and capabilities.

The attribute of inclusiveness almost instantaneously demands a particular philosophical orientation that veers from the traditional educational philosophy. This orientation is simply defined as learner-centered. Unlike the traditional view that looks at the student as a mere receptacle of the knowledge handed down by an all-knowing teacher, a learner-centered educational philosophy recognizes that the student is intrinsically motivated to learn, and should therefore be actively engaged in the process of learning. To realize this, the administrator shall support in attaining this objective.

While the orientation may be defined in simple terms, the pursuit of greater learner-centeredness is undeniably challenging. It requires every member of the College to be continually conscious of how each contributes to setting up an environment that is conducive to learning. The task also demands from the College the establishment of institutional arrangements that would enable its key human resources – the academic faculty – to carry out their tasks. In this pursuit, the College must endeavor to assist the academic faculty in gaining an understanding of their functions, becoming motivated in fulfilling these, and obtaining the support necessary to facilitate their own professional growth.

As a product of discussions among representatives of the DLS-CSB administration and the personnel, this document encapsulates the commitment of the sectors concerned to progressively fulfill their roles for the holistic formation of our most valuable constituents: the students.
John Baptist de La Salle was born into a world very different from our own. He was the first son of wealthy parents living in France over 300 years ago. Born at Reims, De La Salle received the tonsure at age eleven and was named Canon of the Reims Cathedral at sixteen. Though he had to assume the administration of family affairs after his parents died, he completed his theological studies and was ordained a priest on April 9, 1678. Two years later, he received a doctorate in theology. Meanwhile, he became tentatively involved with a group of rough and barely literate young men in order to establish schools for poor boys.

At that time, a few people lived in luxury, but most of the people were extremely poor: peasants in the country and slum dwellers in the towns. Only a few could send their children to school; most children had little hope for the future. Moved by the plight of the poor who seemed so “far from salvation” either in this world or the next, he determined to put his own talents and advanced education at the service of the children “often left to themselves and badly brought up.” To be more effective, he abandoned his family home, moved in with the teachers, renounced his position as Canon and his wealth, and so formed the community that became known as the Brothers of the Christian Schools.

His enterprise met opposition from the ecclesiastical authorities who resisted the creation of a new form of religious life, a community of consecrated laymen to conduct gratuitous schools “together and by association.” The educational establishment resented his innovative methods and his insistence on gratuitity for all, regardless of whether they could afford to pay or not. Nevertheless, De La Salle and his Brothers succeeded in creating a network of quality schools throughout France that featured instruction in the vernacular, students grouped according to ability and achievement, integration of religious instruction with secular subjects, well-prepared teachers with a sense of vocation and mission, and the involvement of parents. In addition, De La Salle was a pioneer in founding training colleges for teachers, reform schools for delinquents, technical schools, and secondary schools for modern languages, arts, and sciences. His work quickly spread through France. Worn out by austerities and exhausting labors, he died at Saint Yon near Rouen early in 1719 on Good Friday, only weeks before his sixty-eighth birthday.

After his death, his work continued to spread across the globe. In 1900, John Baptist de La Salle was declared a Saint. In 1950, he was made Patron Saint of all those who work in the field of education because of his life and inspirational writings. John Baptist de La Salle inspired others how to teach and care for young people, how to meet failure and frailty with compassion, how to affirm, strengthen and heal. At the present time, there are De La Salle schools in 80 different countries around the globe.

Born at Reims, France April 30, 1651
Ordained priest April 9, 1678
Died April 7, 1719
Beatified February 19, 1888
Canonized May 24, 1900
Proclaimed Patron of Christian Teachers May 15, 1950
DE LA SALLE PHILIPPINES

Preamble

Deeply moved, as St. John Baptist de La Salle was, by the plight of the poor and youth at risk, we, the members of the Lasallian schools in the Philippines, commit ourselves to the Lasallian Mission of providing a human and Christian education to the young, especially in schools, with the service of the poor as priority, in order to evangelize and catechize, to promote peace, justice, and integrity of creation, accomplishing these together in association. We draw strength from the many Lasallians committed to incarnating our charism in our country today to serve the needs of Filipino youth, especially those at risk.

Declaration

Inflamed by the Holy Spirit, God’s own Fire, we declare our commitment to the following:

• We shall work together as a national network of Lasallian schools in the Philippines for the efficient and effective implementation of the Lasallian Mission, following the directives of the De La Salle Brothers and the Philippine Lasallian Family as set by the General Chapter, the District Chapter and the Philippine Lasallian Family Convocation.
• We shall ensure the integrity of the Lasallian Mission by setting directions and standards applicable to Philippine Lasallian schools and by monitoring their implementation.
• We shall promote the Lasallian Mission by fostering synergy, collaboration and sharing among the Lasallian schools.
• We shall uphold the Lasallian values of faith, zeal in service and communion in mission.

Prayer

In all these, we, together and by association, dedicate our life and work to God, Who alone guarantees the fulfillment of our Lasallian dream.
Pierre Romançon was born to a poor peasant family in the village of Thuret in south-central France. He was so far ahead of his classmates in elementary school that, when he was only fourteen years old, the Brothers engaged him as a substitute teacher. He felt a strong desire to be a Lasallian Brother and despite the objection of his parents and the reluctance of the superiors, who thought he was too short of stature, he was admitted to the novitiate and assumed the name Benilde.

He loved teaching children and spent 40 years in the classroom. From 1821 to 1841, he taught successfully in the network of elementary schools conducted by the Brothers out of the administrative center at Clermont-Ferrand. In 1841, he was appointed Director of a school that was opening in Saugues, an isolated village on a barren plateau in southern France. For the next twenty years, he worked quietly and effectively as teacher and principal to educate the boys in the village and some from the neighboring farms, many of whom were in their teens and had never been to school before. In time, the little school became the center of the social and intellectual life of the village, with evening classes for the adults and tutoring for the less gifted students.

Brother Benilde's extraordinary religious sense was evident to everyone: at Mass with the students in the parish church, teaching catechism, preparing boys for first communion, visiting and praying with the sick, and rumors of near-miraculous cures. In his desire to allow a deaf boy to take his first Holy Communion, he endeavored to learn sign language so that the boy could be taught catechism and be allowed to be a true Christian.

He was especially effective in attracting religious vocations. At his death, more than 200 Brothers and an impressive number of priests had been his students at Saugues.

In 1928, Benilde Romançon was declared a Saint. At his beatification, Pope Pius XI said, “Sanctity does not consist in doing extraordinary things, but in doing ordinary things extraordinarily well.” His deep faith and zeal encouraged many young men to the priesthood and religious life, and he became known as the patron saint of vocations.

Born at Thuret, France June 14, 1805
Entered the novitiate February 10, 1820
Died August 13, 1862
Beatified April 4, 1948
Canonized October 29, 1967
LASALLIAN GUIDING PRINCIPLES

1. Foundational Principles of Lasallian Formation
   1.1 THE SPIRIT OF FAITH. Sees, judges and acts from the perspective of Gospel values and convictions.
   1.2 THE SPIRIT OF ZEAL. Participates wholeheartedly in activities oriented towards the integral salvation of persons, particularly the poor.
   1.3 COMMUNION IN MISSION. Works together and by association for the common mission and core values of the institution.

2. Principles of Lasallian Education in the Philippines
   2.1 The Lasallian School
      2.1.1 Participates in the church’s mission and is committed in easing the plight of the vulnerable and marginalized sectors of Philippine society.
      2.1.2 Is committed to continuous renewal and transformation in collaboration with others to accomplish their common mission. The stakeholders work in association with one another in a strong spirit of fraternal solidarity.
      2.1.3 Further develops the Christian learner and is attentive to the diverse learning/developmental needs of students.

   2.2. Lasallian Students
      2.2.1 Express concern and compassion, and respond to the needs of the vulnerable and marginalized sectors of society.
      2.2.2 Integrate Gospel perspectives and values in the conduct of their daily lives. They work together creatively, constructively and enthusiastically to realize the common mission of our schools.
      2.2.3 Are committed to excellence in order to be of greater service to God and society. They take progressive responsibility for their own learning.

   2.3. Lasallian Educators
      2.3.1 Are highly competent professionals committed to life-long learning and professional improvement and service.
      2.3.2 Work creatively, constructively and enthusiastically to realize the Lasallian Mission. They genuinely commit to the integral human and Christian development of different types of learners through personal witness and service. They serve as resources for the renewal of the Church and for the integral development of society.
      2.3.3 Are attentive to their students and seek to build appropriate relationships that promote effective learning.
2.4. Lasallian Educational Experiences

2.4.1 Encourage synergy, collaboration and dialogue in an environment that is warm, hospitable, and laden with mutual respect.

2.4.2 Prepare learners for participation in the world of work, the family, the community, the wider society and the local church. Linkages with companies that can employ students are established.

2.4.3 Bring Christian perspectives and values on human knowledge and culture and impel learners to translate their knowledge into actual practice for the betterment of society.

3. Principles of Lasallian Social Development

3.1 Develop greater recognition of the realities of human suffering and the stewardship role that each shares in preserving the integrity of God’s creation and creating a humane and just society.

3.2 Act to eliminate forms of human suffering that contradict God’s plan of fullness of life.

3.3 Work in solidarity with peoples and institutions that share the conviction in denouncing and working towards the elimination of unjust practices and social structures that deal death on the suffering majorities, promoting the participation of the underrepresented and implementing other life-giving interventions.
A BRIEF HISTORY OF DE LA SALLE–COLLEGE OF SAINT BENILDE

De La Salle-College of Saint Benilde (DLS-CSB) started as the College for Career Development of De La Salle University in 1980. It was renamed Community College in 1984 and became known as the College of Saint Benilde in 1988. Because of the need to expand, the College moved to its new location at 2544 Taft Avenue, Manila in January 1989 and became an autonomous college in 1994.

De La Salle–College of Saint Benilde recognizes the uniqueness and multidimensionality of human intelligence. As such, it offers distinctly relevant and innovative degree and non-degree programs designed for the development of professionals in the arts, design, management, service industries, computer applications in business, and special fields of study. Upholding the value of individual talents and personal learning styles, the College is an animation of the concept of the multiversity which complements the thrust of the other District Schools under De La Salle Philippines by stressing on excellence in educational innovation and Christian value formation.

To date, DLS–CSB is one of the District Schools of DLSP, together with De La Salle Andres Soriano Memorial College (DLSASMC), De La Salle Araneta University (DLSAU), De La Salle Canlubang (DLSCC), De La Salle Lipa (DLSL), De La Salle Santiago Zobel School (DLSZ), De La Salle University-Dasmariñas (DLSU-D), De La Salle University, De La Salle-Sciences Campus (DLS-HSC), De La Salle-John Bosco Colleges (DLS-JBC), Jaime Hilario Integrated School-La Salle (JHIS-LS), La Salle Academy (LSA), La Salle College Antipolo (LSCA), La Salle Green Hills (LSGH), La Salle University (LSU), St. Joseph School-La Salle (SJS-LS), and University of St. La Salle (USLS).

VISION STATEMENT

De La Salle-College of Saint Benilde, a member of the De La Salle Philippines, is a Catholic, dynamic, and innovative learning community. Guided by the Lasallian principles of Faith, Zeal in Service, and Communion in Mission, it recognizes the uniqueness of every individual and responds to the diverse needs of all learners.

MISSION STATEMENT

At De La Salle-College of Saint Benilde, we believe that it is in community that we create and nurture a learning climate promoting success through mutual support and respect for all learners. As a learner-centered institution, we recognize diversity by addressing various needs, interests, and cultures.

As a community of students, faculty, staff, and administrators, we strengthen our relationships through transformational experiences guided by appreciation of individual worth, creativity, professional competence, social responsibility, a sense of nationhood, and our faith.
We actively anticipate and respond to individual, industry, and societal needs by offering innovative and relevant programs that foster holistic human development.

**PAGPAPAHAYAG NG MISYON**

Sa De La Salle-College of Saint Benilde, naniniwala kami na ang nagkakaisang pamayanang makalilikha at makapagpapalakad ng kapaligiran ng pagkatuto na siyang pinagmumulan ng tagumpay sa pamamagitan ng pagdadamay at paggalang sa lahat ng mga mag-aaral. Bilang isang institusyong Learner-Centered kinkilala ng Kolehiyo ang namumukod na katangian ng bawa’t isa sa pamamagitan ng pagtugon sa iba’t ibang pangangailangan, interes at kultura.

Bilang nagkakaisang pamayanang mga mag-aaral, guro, kawani at pamunuan, pinatatatag namin ang aming ugnayan sa pamamagitan ng mga karanasang humuhubog ng katauhan na pinapamatubayan ng pagpapahalagang pahintao, pagkamatikahan, pagkadalubhasa, tungkuling panlipunan, diwang makabayan, at ang aking pananampalataya.

Nagkakaisa ang aming layuning paghandaan at tugunan ang anumang pangangailangan ng bawa’t nilikha, industriya at lipunan, sa pamamagitan ng pagtataguyod ng makabago, at maunayang mga programang nakapagpapalakasan ng mapaaiyang pagpapalakad ng isang nilikha.
Lasallian education is geared towards the integral human and Christian development of diverse types of learners, and prepares them for responsible participation in the world of work, the family, the community, the wider society, and the local Church. It stresses the importance of synergy, collaboration, and dialogue. It also encourages critical and creative thinking, self-knowledge and self-mastery. The learning environment is founded on the belief that each learner is uniquely endowed with God-given talents and gifts that need to be understood, appreciated, and nurtured. As a Lasallian school, the De La Salle-College of Saint Benilde espouses and promotes a culture that puts the learners at its core.

A learner-centered school is committed to seeking answers to the following questions: “What is best for learners? How will learning be most effectively facilitated?” Learner-centered education operates according to what is known about individual learners (their heredity, experiences, perspectives, backgrounds, talents, interests, capacities, and needs) and the learning process (the best available knowledge about learning and how it occurs, including effective teaching practices that promote the highest levels of motivation, learning, and achievement for all learners); and applying this knowledge to improve practice.

In a learner-centered school, education is both a shared mission and a collaborative effort among students, faculty, staff, administrators, alumni, and parents. There is a deep-seated respect for each and every member of this learning community. College students are certainly learners. Faculty are learners, too, as they inquire into the content of their disciplines, and as they develop their instructional, technical, and research skills. Administrators are learners as they enhance their leadership abilities, spearhead curricular directions, and ensure a conducive learning environment. Staff are learners as they seek ways to do their jobs more effectively and efficiently, and as they advance their knowledge through continuing education and training. Alumni are learners as they build on the foundation established in their college education and as they continually develop their expertise. Parents are learners as they engage with the College community in promoting the best interest of the students.

As a Lasallian learner-centered institution, we accompany students in their journeys of faith development and personal transformation, and share with them meaningful learning encounters that will enable them to become among others, creative thinkers, competent professionals and socially responsible citizens. We believe that this kind of educational experience will lead to more sustained and more powerful learning from which students can draw insights and lessons beyond their formal education.

It is our strong belief that in order to optimize learning and effect positive learning outcomes, classes, services, and other relevant activities must reflect the goals of the College. To this end, we are committed to creating learning environments and experiences that allow students to discover and construct knowledge for themselves, with as many options for learning as possible; and providing quality teaching through a pool of faculty who are adequately trained in facilitating learner-centered instruction.

To guide us in our pursuit of this vision, DLS-CSB adheres to the following principles about learners, the learning process, and the learning environment:

To be learner-centered means to learn continuously. A learner has a willful desire to continuously improve and shows an enduring interest to learn. He believes that learning is a lifelong endeavor.
To be learner-centered means to **evaluate learning experiences**. Reflection and evaluation of learning experiences engender further learning.

To be learner-centered means to **advance synergy and collaboration**. A learner knows that learning is a shared mission.

To be learner-centered means to **respect diversity**. A learning environment is supportive if it treats its members equitably and recognizes each individual’s unique gifts.

To be learner-centered means to **nurture relationships**. Sound and positive relationships promote successful attainment of learning goals.
BENILDEAN CORE VALUES

Deeply rooted in faith – Benildeans live as Christian community builders who actively practice and draw strength from their faith, sharing it with others in all their endeavors.

Appreciative of the worth of each individual – Benildeans accept and appreciate the inherent value of all people, taking every opportunity to seek the betterment of both themselves and others through productive interaction.

Socially responsible – Benildeans interact with society in a manner that emphasizes broad awareness, critical understanding, and conscientious work in the context of both the College community and the greater public.

Creative – Benildeans perceive every experience as an opportunity to develop new and innovative ways of thinking, therefore implementing frameworks and methods that can improve upon the situations they are applied to.

Professionally competent – Benildeans conduct all activities with a level of competence that reflects both a disciplined mastery of skill and a respectful attitude towards the conventions of productive work.

Sense of Nationhood – Benildeans take pride in being Filipino and exhibit that sense of nationalism through their thoughts, words, and actions.
THE EXPECTATIONS OF DE LA SALLE-COLLEGE OF SAINT BENILDE

The College regards its human resources as its greatest assets. It is committed to act with justice and with the highest regard for human dignity in its dealings with its employees.

In turn, the College expects the following of its employees:

1. Courtesy
   
   Every employee represents the College in dealings with students, visitors, parents, faculty members, and the general public. Employees are therefore expected to be courteous and polite at all times with the appropriate body language and respectful language (e.g. through the use of “Good Morning/Afternoon/Evening,” “Thank you,” “You’re Welcome,” and other similar expressions of courtesy).

2. Punctuality and attendance
   
   The interrelationship of the various departments and their dependence on one another requires prompt and diligent employee presence in all offices and places of work at their relevant scheduled hours. Staggered hours for noon and merienda breaks are expected in certain offices.

3. Promptness in service
   
   Promptness is manifested in the immediate attention and action taken by employees on official matters assigned to them. Prompt delivery of services to all constituents of the community is a must.

4. Trustworthiness
   
   Working in an educational institution exposes employees to confidential matters: examination and admission test results, test questions, accounting and personnel records, enrollment-related documents, student records, correspondence, sales revenue report, hotel client databases, and the like, which should be kept in strict confidence. In matters pertaining to trust and confidentiality of work, employees must prioritize loyalty to the institution over friendship.

5. Office decorum
   
   All employees are expected to adhere to the following proper office decorum:

   a) Avoid boisterous laughter and unruly behavior.
   b) Deal with co-workers and other DLS-CSB personnel with courtesy and tact. Be professional in all dealings with all members of the community (students, faculty, staff, administrators and guests).
   c) Avoid borrowing items from co-workers, especially money; this may cause problems in working relationships.
   d) Value other people’s work. If there is a need for improvements in a specific work area, suggested solutions should be presented along with the constructive observation.
   e) Complete tasks within deadlines. Deadlines are set for good reasons.
   f) Refrain from public displays of affection, and open expressions of strong emotion on campus, especially during office hours.
g) Avoid gossip, speaking with an inappropriately loud voice, and using vulgar words. Verbal behavior is a reflection of personal character.

h) Adhere diligently to protocol and procedures, particularly in the release of pertinent information.

6. Good housekeeping

All employees are expected to properly observe good housekeeping, as follows:

A. Safekeeping of College property

College property entrusted to the care of, or given for the use of employees must be carefully kept and handled for proper turn-over and accountability later on. Employees will be held accountable for losses or damage arising from abuse or negligence.

B. Tidiness and cleanliness

Tidiness and cleanliness of office/work areas are important from the point of view of general appearance, resulting in neat and methodical work. It is everyone’s responsibility to ensure that this is observed. All offices and work stations should be made orderly and locked at the end of each working day.

C. Air-conditioning/lights/office equipment

Employees located near the switches or those who leave last have the responsibility of turning off all air-conditioners and lights at the end of the day. Employees should switch off their own office equipment (e.g., computers, electrical typewriters, counting machines) after use.

D. Personal valuables

Personal valuables should not be left within campus premises at any time. The College will not be responsible for the loss of any personal money and other personal valuables kept by employees in their desks or cabinets.

E. Parameters for staying in offices

Employees should use the office and office resources for the specific purpose of office work and within the prescribed office hours. Only employees with permission to stay beyond office hours can remain in the office.

7. Personal grooming

Good personal grooming simply means coming to the office in the proper and appropriate uniform or business attire. When employees work closely together in offices, personal cleanliness is essential. “Avoid Extremes” is the standard rule for good grooming and clothing.

Coming to work in proper uniform or business attire is recognition of one’s affiliation with the school. The prescribed uniform should be worn properly (cleaned and properly ironed) at all times. When the designated uniform for a given day is not available, employees should come to work dressed in appropriate business/office attire (no jeans, collarless T-shirts, or shorts).
Sneakers should be avoided, except for those performing manual work. All office personnel are required to wear formal shoes during weekdays. Sandals, slippers, and other footwear are to be avoided (see Appendix B for Implementing Guidelines on Personal Grooming).

All CSB Hotel employees should follow the code of conduct/house rules of the Hotel in terms of good grooming and the appropriate attire for standard Hotel operations.

8. Dependability

A dependable employee does his/her work and knows that he/she is responsible for it. He/She must call or inform his/her office if he/she cannot report for work, and will stay on the job and finish all required tasks.

9. Initiative

An employee is expected to be on the alert for better ways of doing things without being told. He/She should be quick to improvise, but should also always validate plans with his/her supervisor. If he/she is in doubt, he/she should seek guidance from his/her superiors.

10. Consideration for others

A considerate employee finds time to help fellow employees who are laden with work. This virtue invariably leads to higher morale, better office teamwork, and greater productivity.

11. Use of College resources

Office equipment may be used only with the permission of one’s immediate head. No office or shop equipment may be taken off-campus without the written endorsement of the relevant office heads and the approval of the Officer-In-Charge. Such resources should be utilized in relation to one’s functions.

A. Office equipment and computers

Equipment assigned to personnel are not for their exclusive use. Employees should take care to avoid using items in ways that would preclude their official use by others (e.g. no locking-in of computers). Employees should save their files responsibly to preserve confidentiality of information.

B. Office facilities and telephone usage

The privilege to use office telephones for personal calls should not be abused. Such calls should be kept at a minimum and made, if possible, during break periods.

Proper telephone etiquette should be observed at all times. Always remember to use standardized responses when using the telephone. Greet the caller, identify your office, and offer assistance, such as taking messages and properly relaying the message received. Long distance calls require prior authorization of the office head.

C. Office supplies

Office supplies are for office use only.
12. Use of Information

Information should be made available for decision-making. Users must be provided accurate, reliable and consistent information necessary to perform their jobs. Employees must carefully manage DLS-CSB data to ensure accuracy, reliability, and availability. Open sharing of information must be balanced against the need to restrict availability of classified, proprietary, and sensitive information.
SECTION 1: PURPOSE AND PRINCIPLE

1.1. Purpose

This Staff Manual contains policies that govern fair labor practices and provides guidelines for personnel decisions at De La Salle – College of Saint Benilde. The HRD Manager, together with the Staff Manual Ad-hoc Committee, is primarily tasked with the administration, supervision, and enforcement of this manual and all school regulations and policies affecting all members of the support/administrative staff.

Clarification on the interpretation of the Staff Manual provisions may be referred in writing to the Staff Manual Ad-hoc Committee who shall meet en banc to discuss the matter and if necessary, provide written guidelines for such provisions.

Any proposal to modify the existing provisions or add new provisions on the 2009-2012 Staff Manual or for the next succeeding manual shall also require the Staff Manual Ad-hoc Committee to meet and discuss such proposal/s. It is assumed however that such modification arises because of justifiable reasons and shall not deprive the staff of the rights and privileges due them as employees of the institution.

The effectivity of this Manual is for a three (3) year period. In the event that no revision is made, its validity shall continue even after the lapse of the three (3) year period.

1.2. General Principle

De La Salle – College of Saint Benilde is committed to ensuring a harmonious, fair, and just working environment. These general principles detail the parameters that apply to all employees, identifying the requirements and the accepted norms that apply within the College. Likewise, the College provides for the employees’ welfare by ensuring that there is fair and just access to processes and information that allow for grievances, disputes, problems, and complaints to be resolved.
SECTION 2: RIGHTS OF PERSONNEL

DLS-CSB personnel shall enjoy all rights and privileges as provided for by law and the College.

The following are the rights of the DLS-CSB regular staff members:

1) enjoy security of tenure
2) right to due process
3) right to just and decent wage
4) right to self organization
5) right to career development
6) right against discrimination
7) right to just and humane working conditions
8) right to free expression of opinions and suggestions
9) right against involuntary contributions except those imposed by their own organization
10) right to be represented and informed of personnel-related policies and procedures
SECTION 3: EMPLOYEE CLASSIFICATION

3.1 Administrative and Support Personnel

3.1.1. Administrative Staff (AS) – those who assist administrators in carrying out their administrative functions and handling confidential matters. They may or may not exercise supervisory functions over a group of employees.

3.1.2. Support Staff (SS) – those who comprise the rank and file who provide the basic services facilitating the teaching-learning process.

3.2. Employment Status

3.2.1. Temporary – Those who are hired for seasonal work or as a temporary replacement/reliever for a regular employee on leave for a specific period or undertaking, the completion or termination of which is determined at the time of the employee’s engagement. The College may pre-terminate a temporary employee contract for just cause or when he/she fails to perform the standard set forth in his/her work assignments.

3.2.2. Project-based – Those who are directly contracted by the College for occasional work for a specific undertaking, the completion or termination of which is determined at the time of the employee’s engagement. The College may pre-terminate a project-based contract for just cause or when he/she fails to perform the standard set forth in his/her work assignments.

3.2.3. Probationary – Those who are hired for regular position to handle regular operations of the College for a period not exceeding six (6) months. During this period, the employee shall be evaluated by the relevant superiors on the basis of his/her existing performance evaluation records. The College may pre-terminate the services of the probationary employee for just and/or authorized cause or when he/she fails to qualify as a regular employee in accordance with the prescribed employment standards made known to him/her at the time of engagement. Furthermore, he/she should not be transferred or promoted during his/her probationary period.

3.2.4. Regular – A regular employee is one who has undergone the probationary period of employment and passed the College’s full requirements for regular employment, received an appointment as a regular employee, duly signed by the authorized officials of the College.
SECTION 4: RECRUITMENT, SELECTION, AND EMPLOYMENT

One of the factors that contributes to the progress and success of the College is having the right person for the right job. This policy aims to deploy competent and highly qualified personnel to assume appropriate positions.

4.1. Equal Opportunity Statement

4.1.1. DLS-CSB is committed to provide equal employment opportunities to all applicants and employees. The College does not discriminate on the basis of race, color, religion, sex orientation, age, nationality, or marital status, in its employment or admission practices. Employment decisions in all Schools, Offices, and Centers of the College are based on work-related standards.

4.1.2. Any applicant or employee who feels that he/she has been treated in any way that violates the principles of equal opportunity should address his/her concern to the Human Resource Department (HRD) Manager. No individual shall be subjected to harassment, intimidation, threats, coercion, or discrimination for filing a complaint; assisting or participating in an investigation, compliance review, hearing or other similar activity; opposing any unlawful act or practice; or exercising any other rights under the Philippine Constitution.

4.2. Recruitment

4.2.1. When job vacancies occur, various strategies for sourcing applicants will be utilized, such as, but not limited to, email, posting of articles on bulletin boards or other modes of internal communication, newspaper advertisements, requisitions through accredited agencies and referrals, e-sourcing, and participation in job fairs.

4.2.2. Bachelor’s degree is required for management, administrative, supervisory, and other office personnel positions. Exempted from this provision are those requiring special skills such as drivers, waiters, stewards, kitchen personnel, cooks/chefs, and electricians.

4.2.3. Likewise, the College prohibits the hiring of relatives up to the third degree of consanguinity/affinity (see below) of any currently employed personnel, regardless of his/her status (Temporary, Project-Based, Probationary, and Regular) in the College.

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<th>First Degree</th>
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<td>Parents</td>
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4.3. Personnel Requisition Procedures

All requests for manpower shall be coursed through HRD. For hiring procedures, these are the general steps:

4.3.1. If position is in the approved Organizational Chart:

4.3.1.1. The Personnel Requisition Form (PRF) shall be requested by the Immediate Head, endorsed by the Department Head and submitted to HRD. HRD shall have the PRF budget certified by Accounting, and approved by the respective Vice-Chancellor.

4.3.1.2. HRD shall review the job title, level, salary, job description of the position, and the accuracy of the authorized signatories.

4.3.1.3. HRD shall post announcement of vacancy internally for five (5) working days. External advertising is done if there are no qualified internal applicants.

4.3.2. If position is not in the approved Organizational Chart:

Aside from the above procedures, the accomplished PRF shall be supported by a justification letter for the manpower need and budget realignment information. This shall be approved by the Vice-Chancellor for Finance and Administration.

4.4. Selection

The applicant’s educational attainment should be relevant to the requirements of the position.

Steps:
1) Applicants shall submit their curriculum vitae with attached letter of intent to HRD for pre-screening if applicants meet the minimum requirements.

2) HRD shall endorse the short-listed applicants to the requesting department head for interview.

3) The department head shall endorse the two (2) most qualified applicants to HRD for testing. Testing is done by the Center for Learning and Performance Assessment (CLPA).

4) HRD will conduct a thorough background investigation on the applicant’s previous records, employers and character references during the testing period.

5) The department head of the requesting department shall determine the most qualified applicant after evaluating the CLPA testing and the result of the background investigation.

6) HRD shall make the job offer to the qualified applicant.
7) The selected and qualified applicant shall submit photocopies of the following documents to HRD for processing (original documents shall be presented for verification):

   a) Two (2) recent passport-sized ID pictures
   b) Social Security System (SSS) Number
   c) Taxpayer’s Identification Number (TIN)
   d) NSO-certified marriage contract (if married)
   e) NSO-certified birth certificate
   f) Photocopy of the clearance and certificates of prior employment, if applicable
   g) Certified true Copy/Original copy of the Transcripts of Records and diplomas of all degrees attained by the applicant
   h) Barangay and NBI clearances
   i) Medical certificate and results of the physical examination, drug test, and chest X-ray (the selected applicant is required to undergo medical and physical examination to be conducted by an accredited and certified medical service provider; the applicant must be certified “fit for employment” before any appointment paper is issued)
   j) Additional requirement/s for CSB Hotel prospective employees: Health certificate

8) After completing all requirements, the applicant shall be given the appointment paper. Only applicants with appointment paper can report for work. Among others, the appointment paper includes the list of benefits. This shall include a provision on the loss of entitlement on benefits in the event that there is a transfer of position. Hence, an SS/AS may be transferred to another position (same/different campus) without the benefits/privileges enjoyed by the former position. (e.g. hotel employees’ service charges, RATE, honorarium, etc.)

9) The appointment paper shall indicate that the employee has received the Staff Manual.

10) The newly-hired employee of the College shall be required to attend the Orientation for New Employees Program (ONEP) to be scheduled by HRD. Generally, this orientation is to be conducted every term. A one-on-one orientation may be conducted.

11) A resigned employee of the College who wishes to re-apply shall generally be treated as a new applicant and is subject to provisions for hiring.

4.5 Regularization Process

4.5.1. HRD submits to CLPA the list of probationary employees due for evaluation three (3) months prior to end of contract.

4.5.2. HRD shall gather the list of main and secondary/other raters from the department heads. The main rater is the immediate head while the other rater/s are those who should have direct knowledge of the employee’s performance. Raters should come from the same department. A request to include raters from another department shall be subject to approval by the HRD Manager.
4.5.3. CLPA prepares Performance Appraisal (PA) and forwards PA form to the identified rater two (2) months prior to end of probationary contract.

4.5.4. The rater(s) evaluates the candidate within five (5) working days or within reasonable time upon receipt of form and submits the same to CLPA.

4.5.5. Within five (5) working days / reasonable time, CLPA reviews, summarizes and forwards result of evaluation to HRD.

4.5.6. Upon receipt of evaluation report and before the end of the 5th month, HRD prepares the contract of regularization if the requirements for regularization are met (see Appendix C on Guidelines and Procedures for Regularization). An end of contract notice shall be served for those who do not meet the requirements. The regularization of the probationary employee shall be recommended by the Immediate Head, endorsed by Department Head and HRD Manager, and approved by the respective Vice-Chancellor.

4.5.7. Signing of regular appointment and attendance to ONEP completes the regularization process. ONEP is waived if the event is suspended by the College for valid reasons.
SECTION 5: WORKING REGULATIONS & SALARIES

5.1 Working Hours and Designated Workdays

5.1.1. Regular work schedule of Support Staff.

The regular work schedule for SS is composed of seven and one-half (7 1/2) hours during weekdays and four (4) hours during Saturdays. The following guidelines must be observed:

5.1.1.1. For offices, departments, or units that are in operation until 10:00 PM, the immediate head shall designate the official time of SS concerned.

5.1.1.2. For offices, departments, units that are in operation even on Saturdays, the immediate head shall designate the official rest day (aside from Sunday) of SS concerned during the rest of the work week.

5.1.1.3. Lunch break is from 12 noon to 1:30 p.m.

5.1.1.4. Rest period of short duration during working hours (“break time”) shall be counted as hours worked. Break time is 15 minutes in the morning and 15 minutes in the afternoon. This provision shall include the hotel employees.

5.1.1.5. The immediate head may require the SS to report for work on rest days, holidays and suspended work days when deemed necessary subject to proper compensation.

5.1.2. Flexitime of Administrative Staff

Administrative Staff (AS) must devote forty (40) hours of professional service on a five (5) day work week to the College excluding lunch break. The following guidelines must be observed:

5.1.2.1. For regular office working hours, the “time-in” range for AS is from 7:30 a.m. to 9:30 a.m. After this time frame, AS are considered late. For “time-out,” AS may officially complete their working hours within the 4:30 p.m. to 7:30 p.m. range.

5.1.2.2. AS on shifting schedule are not covered by preceding provision. Instead, they shall be required to follow the shifting schedule as determined and approved by their respective immediate heads.

5.1.2.3. Completion of the 40-hour weekly work requirement should be accomplished within the flexi-time arrangement with the approval of the office head/director.

5.1.2.4. The immediate superior may revoke the flexi-time arrangement when efficient job performance and/or accomplishment of projects are adversely affected by the arrangement.
5.1.2.5. The arrangement of work schedules other than the aforementioned flexi-time schedule is contingent on the approval of the head/director.

5.1.3. As a rule, Administrative Staff are not entitled to overtime pay. The management reserves the right to require them to render extra work hours when deemed necessary.

5.1.4. There are cases when AS are tasked with special assignments, projects, or activities that require them to render extra hours. This refers to cases when they are asked to work beyond or more than the mandated eight (8) hours of work per day or when they are asked to report for work even during non-working days. The following guidelines must be observed:

5.1.4.1. All special assignments, projects, activities (or where the presence of the AS is required by his/her immediate head) refer to work rendered during rest periods (outside official working schedule), rest days, non-working days, or holidays and should be four (4) hours or more and must have prior approval by the immediate superior. The 40 hours of work a week shall be scheduled to cover the extra work.

5.1.4.2. Offsetting shall be done within ten (10) working days from the date of the activity. Offsetting beyond ten working days is allowed due to official valid reasons (e.g. volume of work, etc.) as approved by the department head. In this case, offsetting shall be done within the approved number of working days as determined by the department head due to official valid reasons (e.g. volume of work, etc.).

5.1.5. AS and SS assigned directly in CSB Hotel are required to render six (6) day work week, eight (8) hours a day, exclusive of one (1) hour meal break following a shifting schedule as determined by the immediate superior.

5.1.6. Change of work schedule

5.1.6.1. An employee who needs to change his/her schedule must request his/her immediate superior for approval by filing the change of schedule form. In the absence of the immediate superior, the next higher authority should approve. The form must be submitted to the HRD before its effectivity.

5.1.6.2. The reason for changing work schedule should be clearly stated in the form.

5.1.6.3. Change of work schedule is not applicable for those who are on a flexi-time arrangement.

5.1.6.4. This policy can never be used to justify for minutes/hours of tardiness and/or under time.
5.2. Payment of salaries

5.2.1. Paydays for Support Staff are on the 14th and 29th of the month, while Administrative Staff receive their salaries on the 10th and 25th of each month.

5.2.2. When a payday falls on a Saturday, Sunday, legal or special holiday, employees are paid a day before the usual pay date.

5.2.3. Employees are required to examine their pay slip and sign the same. If problems are noted, the employee shall make the necessary clarifications with the Finance Department immediately.

5.2.4. All inquiries regarding payroll shall be addressed to the payroll clerk. If for any reason the complaint or discrepancy has not been addressed, the matter shall forthwith be brought to the attention of the Payroll Head, who shall then explain the basis for the statement of compensation as indicated in the pay slip or make representation with the designated bank if the complaint is caused by errors in banking procedures.

5.2.5. Project-based employees should personally claim their pay checks from the DLS-CSB Finance Department. If for some reason or another they are unable to personally claim their pay check, they must provide the following: their identification cards and that of the one claiming, and written and signed authorization to collect their pay check on their behalf.

5.3. Travel Time

5.3.1. Travel from home to work – An employee who travels from home before his/her regular workday and returns to his/her home at the end of the workday is engaged in ordinary home-to-work travel. This is the normal incidence of employment and is not considered as work time. However, when an employee receives an emergency call outside of his/her regular workings hours and is required to travel to his/her regular place of business or some other work, all the time spent in such travel is considered part of his working time, in which case his eight (8) hours working time for that day is to be adjusted to include travel time. In the event that the employee is required to extend beyond eight (8) hours, s/he is to be compensated for overtime pay.

5.3.2. Travel that is all in a day’s work – Time spent by an employee in travel as part of his principal activity, such as travel from jobsite to jobsite during workday, must be counted as hours worked. Where an employee is required to report at a meeting place to receive instructions or to perform other work there, or to pick and to carry tools, the travel from the designated place to workplace is part of the day’s work and must be counted as hours worked regardless of contract, custom, or practice. If an employee normally finishes his/her work at 8 p.m. and is required to return to his/her employer’s premises arriving at 9 p.m., all of the time spent is working time. However, if the employee goes home instead of returning to his employer’s premises, the travel after 8 p.m. is home-to-work travel and is not hours worked.
5.3.3. Travel away from home – official travel that keeps an employee away from home overnight is travel away from home. It is work time when it happens during or outside the official work schedule of the employee.

5.4 Lectures, Meetings, and Training Programs

Attendance in lectures, meetings, training programs, retreat seminars, and other similar activities shall not be counted as working time given all the conditions below:

5.4.1. Attendance is outside of the employee’s regular working hours;

5.4.2. Attendance is voluntary; and

5.4.3. The employee does not perform any productive work during such attendance.

5.5. Time Stations and Timekeeping

All employees are required to log in and log out at their designated campus using their ID cards at the prescribed turnstiles for the purpose of recording their daily attendance.

5.6. Tardiness

5.6.1. Tardiness means reporting for work after the prescribed work schedule.

5.6.2. Support staff are entitled to seven (7) minute grace period for tardiness without salary deduction.

5.6.3. Employees with tardiness including the seven (7) minute grace period shall be disqualified from perfect attendance.

5.6.4. Tardiness after the seven minute grace period is salary deductible using the scale below:

A. From 1 to 14 mins ------ 25% of hourly rate
B. From 15 to 29 mins------ 50% of hourly rate
C. From 30 to 44 mins------ 75% of hourly rate
D. From 45 to 60 mins-----100% of hourly rate

A personnel is considered absent for half day if he/she comes after one (1) hour. The personnel should file the applicable leave (emergency leave first, then vacation leave).

5.6.5. Habitual tardiness is subject to disciplinary action as provided for in the list of offenses and sanctions.
5.6.6. Excused tardiness

5.6.6.1. Tardiness may be excused upon the approval of the head on the following instances:

5.6.6.1.1. When there is force majeure affecting the employee’s place of residence or transient stay; or

5.6.6.1.2. Other personal emergencies such as serious illness or death of immediate family members (e.g. parents, siblings, spouse or children) that may require the employee’s immediate attention.

5.6.6.2. No disciplinary action shall be imposed for excused tardiness provided that the employee shall comply with the notice requirements. Such excused tardiness shall be charged against the employee’s emergency leave credits. If the employee has no more available emergency leave credits, the said tardiness shall be charged against his/her salary in accordance with the scale of deductions as specified in the previous section.

5.6.6.3. The excused tardiness is not counted against the employee’s performance evaluation.

5.6.6.4. If a personnel performed authorized work beyond 10 o’clock the previous night, he can request for a change of schedule the next day to avoid tardiness. This tardiness is not excused.

5.7. Under Time

5.7.1. Under time is leaving work before the specified work schedule ends.

5.7.2. Employees are not allowed to leave the premises of the College during their designated regular working hours unless the nature of their work requires it. Authorization from their immediate superior is required.

5.7.3. Undertime may also be excused or unexcused. It is excused if the employee concerned has made a prior written request to work undertime and the request is granted by his/her supervisor and the HRD Manager under the following circumstances: emergencies such as serious illness or death of immediate family members (e.g. parents, siblings, spouse or children) that may require the employee’s immediate attention. Such undertime shall be charged against the employee’s available emergency leave. Otherwise, a deduction from his/her salary shall be made in accordance with the scale of deductions specified in the section on tardiness.

5.7.4. The excused undertime is not counted against the employee’s performance evaluation.

5.7.5. Unexcused undertime is counted against the personnel’s performance evaluation. Disciplinary sanction shall be imposed as specified in the chapter on offenses.
5.8 Absence

Absence means any inability to report for work. It may fall under any of the following categories:

5.8.1. Excused absence

5.8.1.1. Depending on the nature of the leave, the employee concerned must advise the immediate / department head through phone call, text message, on-line leave processing system, fax gram, email, hand-delivered letter, etc. as to his/her inability to report to work, stating the reason and the probable length of absence. Excused absence can either be Leave With Pay or Leave Without Pay.

5.8.1.1.1. Leave With Pay (LWP) is an approved absence that is covered under the leave benefits provided by the College: vacation, sickness, maternity/paternity, emergencies or force majeure, as properly evaluated and endorsed by the immediate and/or department head and approved by the HRD.

5.8.1.1.2. Leave Without Pay (LWOP) is an approved absence that does not fall under any of the leave benefits provided by the College or whenever leave benefits have been fully utilized.

5.8.2. Unauthorized leave

It is an absence without notification to and/or approval from the immediate/department head. It is without pay and subject to disciplinary action. This leave is not excused.

5.9. Overtime for Support Staff

5.9.1. Overtime (OT) for support staff refers to authorized work (on-campus or off-campus) rendered beyond the official schedule and/or during official holidays and/or off-duty days. It is compensable as provided for in the Labor Code.

5.9.2. Preference for OT be given to qualified employees with low salary.

5.9.3. A fraction of an hour is not considered overtime work. The minimum for overtime work is one hour. Hours counted for overtime do not include break period. Considering this factor, the heads should be reminded of the official work schedule of the employee.

5.9.4. Overtime work should be used only as a last resort when the work to be done cannot be handled by the available/current manpower schedule.

5.9.5. Unauthorized overtime work shall not be compensated.

5.9.6. Overtime pay is charged to the requesting office / department budget.

5.9.7. Except for meritorious reasons, immediate heads should not allow the personnel to go on overtime if: (1) under-time on the previous day, and (2) unexcused tardiness

5.9.8. Overtime is not allowed on Sundays and holidays except scheduled activities approved by the Next Higher Authority.

5.9.9. The personnel shall take an unpaid 30 minute break before the start of overtime. The 30 minute break shall not apply if the job requires continuity, where a break is not possible at all.

5.9.10. Approved overtime during the day should be submitted to the HRD at least thirty (30) minutes prior to scheduled overtime. Holiday work permit should be submitted one
day prior to the scheduled overtime. The request should have the proper justification for work rendered. Late filing is allowed only if the Head has approved the overtime but is unavailable to sign the work permit before the overtime.

5.9.11. The employee must accomplish an Overtime Form. Overtime pay shall be in accordance with the Labor Code and applicable rules and regulations of the College.

5.9.12. Submission of overtime form shall be within the payroll cut-off period.

For other related provisions on overtime, refer to Appendix D.

5.10. Waiting Time

As provided for in the Labor Code, waiting time spent by an employee shall be considered working time if waiting is considered an integral part of his work or if the employee is engaged to wait or is waiting to be engaged by the College.

5.11. Working during Breaks / Personal Time

5.11.1. Working while eating

The employee must be completely relieved from duty for the purpose of eating regular meals. The meal time is not compensable if he is completely freed from duties during his meal period even though he/she remains in the workplace. However, if the employee is required to perform duties within the prescribed meal time, then it is considered working time.

If the so-called “meal time” is less than 20 minutes, it becomes only a rest period and is considered working time.

5.11.2. Working during sleeping periods

Whether or not the sleeping time allowed an employee will be considered as part of his working time will depend upon the expressed or implied agreement of the parties. In the absence of an agreement, it will depend upon the nature of the service and its relation to the working time. The rule is that sleeping time may be considered working time if it is subject to serious interruption or takes place under conditions substantially less desirable than what would likely to exist at the employee’s home. However, sleeping time will not be regarded as working time if there is an opportunity for comparatively uninterrupted sleep under fairly desirable conditions, even though the employee is required to remain on or near the employer’s premises and must hold himself/herself in readiness for a call to immediate action.

5.12. On Call

An employee who is required to remain within the employer’s premises or so close thereto that he cannot use the time effectively for his own purposes is working “on call”. An employee who is not required to remain in the employer’s premises but is merely required to leave word at his home or with company officials where he may be reached is not working on call.
5.13. Night Shift Differential Pay

5.13.1. Every employee shall be paid a night shift differential of not less than ten percent (10%) of his regular wage for each hour of work performed between ten o’clock in the evening and six o’clock in the morning of the following day.

5.13.2. If overtime work or work in excess of eight (8) hours falls within the aforesaid period, premiums for overtime work should first be integrated into the regular hourly rate of employee before computing for night shift pay.


5.14.1. Official business occurs when an employee is authorized to leave the workplace to conduct business inside/outside the campus (inside/outside Taft, SDA, and AKIC campuses).

5.14.2. An employee who is required to conduct business outside the campus during his/her working time must secure the approval of his/her immediate head by filling out the Official Business (OB) Form, stating therein the reasons for such business outside the campus.

5.14.3. Under normal circumstances, the approved OB form should be submitted to the HRD before its effectiveness. Late filing requires prior notification and/or approval through various media such as phone call, text message, or e-mail by the requesting party.

5.14.4. Late filing of the OB form requires approval from the Next Higher Authority of the immediate head.

5.14.5. OB does not include transfer within DLS-CSB campuses. The personnel should log-in/out at his/her assigned campus.

5.14.6. If a personnel is on official business in another campus that would require him/her to stay until 9:15 p.m. and beyond, he/she is no longer required to log-out in the assigned campus.
SECTION 6: BENEFITS

6.1. Leave Benefits

6.1.1. The annual leave credits are sixteen (16) days of sick leave (SL), sixteen (16) days of vacation leave (VL) (inclusive of the 5-day service incentive leave provided for by law) and six (6) days emergency leave (EL) with pay.

6.1.2. Probationary employees who have completed three (3) months of their probationary period are entitled to three (3) days of sick leave with pay during the continuation of their probationary employment.

6.1.3. Upon regularization, employees shall be entitled to additional leaves on a prorated basis, from regularization date until May 15.

6.1.4. The granting of leave (vacation, sick and emergency) benefits for regular employees is on the 16th of May.

6.1.5. An additional one (1) day sick leave and one (1) day vacation leave are earned after every five years and every ten years of service, respectively.

6.2. Sick Leave

6.2.1. Sick leave benefits can be availed of only when the employee is actually sick and has informed his/her immediate head. If the head is not available, the employee can inform anybody in his/her department, and ensures that the message is received by the head. The College reserves the right to investigate any reported illness and to refuse sick leave benefit. Any employee found availing oneself of sick leave for purposes other than actual sickness or injury shall be subject to appropriate disciplinary action.

6.2.2. Likewise, sick leave benefit shall not be granted if the employee is suffering from any social or venereal disease, any ailment or sickness due to the employee’s own criminal or anti-social acts, drug addiction, drunkenness, attempted suicide, self-inflicted injury, mental illness, negligence, and the like.

6.2.3. For any sickness lasting three days or more, a home visit from the HRD and the College Physician may be conducted with or without the request of the immediate head;

6.2.4. For any sickness lasting three days or more, a certificate from the College physician or any doctor shall be obtained before or during sickness, and before reporting to work.

6.2.5. The employee, upon his/her return to work, must report to the clinic for a medical examination and filing of sick leave. The College physician should verify the certificate provided by the attending physician of the concerned employee attesting to his/her fitness to return to work.

6.2.6. Unused sick leave credits at the end of the school year shall be converted into cash in excess of the reserved twenty (20) days SL and shall be made payable to the employee on the 31st of May of the following school year. Payment is subject to corresponding income tax as stated in the tax provisions.
6.3. Vacation Leave

6.3.1. Vacation leave refers to leave of absence with pay granted to all employees for Work-Life Balance and personal reasons, approval of which is contingent upon the necessities of the operation of the school.

6.3.2. Request for vacation leave must be discussed with the immediate head and filed in the On-Line Leave Processing System (OLPS) following the schedules below:

   6.3.2.1. Five (5) days or more: two (2) weeks before effective date of leave.
   6.3.2.2. Two (2) to four (4) days: three (3) days before effective date of leave.
   6.3.2.3. One (1) day or less: notification shall be done a day before through various media such as phone call, text message, or e-mail to the immediate superior. Filing in the OLPS can be done before or immediately upon return to work.

6.3.3. The College reserves the right to recall all approved vacation leaves if and when the need arises. When this happens, approved leaves shall be cancelled and re-scheduled.

6.3.4. Failure of an employee to secure an approved extension of leave is considered absence without official leave (AWOL), and subject to disciplinary action. In addition, failure by an employee to report for work on the date specified in a letter of warning sent to him/her by the immediate head shall be deemed as abandonment of work.

6.3.5. The immediate head and personnel shall discuss the schedule of their vacation leaves ahead of time.

6.3.6. Unused vacation leave credits are convertible to cash in excess of ten (10) reserved VL and shall be made payable to the employee on the 31st of May of the following school year. A mandatory leave of six (6) days is scheduled upon start of the school year. Should the scheduled mandatory leave is recalled due to operational concerns, it will be added to the VL. The formula for computing the conversion of unused leave credits is as follows:

\[
\text{Daily rate} = \frac{(\text{Monthly basic rate} \times 12 \text{ months})}{313 \text{ days}}
\]

6.4. Emergency Leave

6.4.1. Regular employees may, for valid and justifiable reasons, be allowed to go on emergency leave with pay not more than six (6) days in a year.

6.4.2. The justifiable reasons for the emergency leave are as follows:

   6.4.2.1. death of immediate family member(s)
   6.4.2.2. sickness or hospitalization of immediate family member/s
6.4.2.3. occurrence of fire, earthquake, flood and/or other fortuitous events within the vicinity of the employee’s abode duly certified by the Barangay Captain who has jurisdiction over the place of the abode of the employee concerned.

6.4.2.4. Other meritorious or uncontrollable events approved by the immediate head

6.4.3. Immediate family members are defined as follows:

6.4.3.1. Married employees – legitimate spouse, children

6.4.3.2. Single employees – parents and legally adopted children

6.4.4. Reasons for emergency leave may be extended to other family members not mentioned above. This will be subject to the approval of the HRD Manager. As such, all emergency leaves must be with the written endorsement of the department head, whether the same is secured prior to or after the availment. When prior permission is not obtained in view of the urgency of the matter, the employee involved must notify the department head concerned within twenty-four (24) hours of the first day of absence and submit a written explanation to the latter upon reporting for work. Failure to observe the foregoing requisites or to satisfactorily explain his/her emergency leave without securing the requisite approval shall merit disciplinary action.

6.4.5. Unused emergency leave credits are not convertible to cash and are forfeited at the end of the school year.

6.5. Maternity Leave

6.5.1. Maternity leave is an entitlement due to a pregnant woman who is about to deliver a child (including miscarriages), and who has at least three (3) months of SSS contribution for the last 12 months. The benefit shall be for a maximum of four (4) deliveries.

6.5.2. The College provides maternity leave benefits in accordance with law. If the law is silent or the benefit to be derived therefrom is lesser, the provisions contained in this Manual shall apply (generally the SSS maternity benefit is lower, and the 13th month pay is not affected).

6.5.3. The legal duration of a maternity leave is sixty (60) days for normal delivery and seventy-eight (78) days for caesarean operation.

6.5.4. For the first two deliveries or miscarriages of a personnel, she will receive her full basic salary during her maternity leave minus the SSS benefits (because the SSS benefit is lower). The College shoulders the difference thereof, which is given directly to her.

6.5.5. For the next two deliveries or miscarriages, the personnel will only receive her SSS benefits.
6.5.6. Upon expiration of the legal duration of the leave, the personnel is expected to report for work. Should the personnel require additional leave days, she may file for other leave benefits.

6.5.7. The Department Head, in coordination with HRD, assigns a replacement.

6.6. Paternity Leave (Republic Act No. 8187)

6.6.1. Male personnel who are legally married at the time of delivery (e.g. childbirth or miscarriage) are entitled to paternity leave as provided by law.

6.6.2. A marriage certificate authenticated by the National Statistics Office (NSO) is needed upon application of the benefit.

6.6.3. The duration of the paternity leave is seven (7) working days. The personnel may avail of the leave on a continuous or staggered basis before or after the first four (4) deliveries of the legitimate wife. For leaves after delivery, it should be availed within 60 calendar days after delivery.

6.6.4. Paternity leaves are non-convertible to cash.

6.6.5. Implementing Guidelines for Paternity Leaves:

6.6.5.1. This benefit applies to probationary and regular male personnel.

6.6.5.2. The personnel has to immediately notify the HRD, through an inter-office memo endorsed by the Department Head that the legitimate wife is pregnant and the expected date of delivery, (documentation: doctor’s certification, SSS maternity notification) and has intentions of availing paternity leave. The NSO-certified marriage certificate should be attached with the inter-office memo.

6.6.5.3. The personnel should provide a two (2) week notice to HRD, endorsed by the Department Head before the actual leave. This would allow the Department Head to assign a replacement during the period of the paternity leave. This requirement is waived for miscarriages and emergency childbirth cases.

6.6.5.4. The following documents should be submitted after availing of the paternity leave: for live birth, certificate of live birth. For miscarriage, doctor’s certification indicating miscarriage.

6.6.5.5. The paternity leave benefit is forfeited if no application is made 30 calendar days after delivery.
6.7. Solo Parent Act

6.7.1. Personnel having the following qualifications are entitled to parental leave as stipulated under the Solo Parent Act:

6.7.1.1. Possess a valid Solo Parent Identification Card;

6.7.1.2. Should have rendered at least one year service from the time of engagement, whether continuous or broken, service to the College from the effectivity of the law [22 September 2002]; and

6.7.1.3. Having a child living with him/her who is dependent for support, unmarried, unemployed and below eighteen years old or eighteen years old and above but is incapable of self-support and/or with physical/mental disability.

6.7.1.4. The duration of the leave is seven (7) working days per school year, whether continuous or staggered.

6.7.2. The following conditions apply in availing of the parental leave:

6.7.2.1. Attend to personal milestones of a child such as birthday, communion, graduation, and other similar events;

6.7.2.2. Perform parental obligations such as enrollment and attendance in school programs, PTA meetings, and the like;

6.7.2.3. Attend to medical, social, spiritual, and recreational needs of the child;

6.7.2.4. Other similar circumstances necessary in the performance of parental duties and responsibilities, where physical presence of the parent is required.

6.7.3. The leaves under the Solo Parent Act are non-cumulative. The leaves are forfeited if not availed of within the school year. Furthermore, parental leaves are non-convertible to cash.

6.7.4. HRD may determine whether granting of parental leave is proper or may conduct the necessary investigation to ascertain if ground for termination and withdrawal of privilege exist.

6.7.5. Procedure for availing parental leave

The solo parent shall submit a letter to HRD, endorsed by the Department Head, applying for parental leave. This shall be submitted at least one (1) week prior to availing the solo parent leave, except on emergency cases. For other issues on Solo Parent’s Welfare Act, refer to Appendix E.
6.8. Military Service Leave (Republic Act No. 7077, Article VI, Section 32; also known as The AFP Reservist Act of 1991)

Military Service Leave benefit shall be extended to all male employees as provided for by law.

6.9. Leave of Absence (LOA) for Special Reasons Without Pay

6.9.1. A regular employee who has rendered at least three (3) years of credited service may be granted a leave of absence for a maximum period of two (2) months without pay (excused absence) for any reason except engaging in other employment. This should be upon the recommendation of the immediate head and approved by the HRD Manager.

6.9.2. Once an employee has availed himself/herself of a two-month leave without pay, the next leave without pay can be taken only after another three years of service. Failure to report back to work upon the expiration of this LOA is considered Absence Without Official Leave (AWOL) and constitutes a basis for separation from service. Any extension shall be endorsed by the Department Head, and approved by the HRD Manager. This extension shall be due to valid reasons.

6.9.3. A replacement may be resorted to during the two-month leave.

6.9.4. The leave does not affect the employee’s security of tenure but it shall not be credited to years of service.

6.9.5. Thirteenth (13th) month and longevity pay shall be prorated. Counting of longevity period shall be adjusted.

6.9.6. Government mandated contributions (SSS, Philhealth, and Pag-ibig) shall be disrupted during his/her Leave of Absence for Special Reason for two (2) months. To avoid such disruption, the employee may voluntarily pay his/her contribution directly to the government agencies concerned.

6.10. Medical and Dental Services

Regardless of classification, all employees of the College are entitled to free emergency medical and dental benefits. These benefits are available through the College clinics.

6.11. Medical Emergency Assistance

6.11.1. The College shall provide a safe and healthy working environment. Should there be any work-related accident within the premises of the College during office hours or official business involving NON-REGULAR employees (project-based) as certified by the College physician, the College will provide medical emergency assistance up to P10,000.00 only per accident through reimbursement (over and above EC).

6.11.2. Reimbursement can be made upon presentation of the required documents: incident report, official receipt, medical diagnosis and doctor’s prescription.

6.11.3. The College shall only reimburse expenses on work-related accidents.
6.12. Prolonged Illness

A regular employee with at least one (1) year of credited service in the College and who suffers from a long-term illness or sickness shall be entitled to an additional benefit, subject to the following conditions:

6.12.1. Long-term sickness, illness, or injury is one which, as certified by the College physician, will incapacitate the employee from work for at least thirty (30) continuous days provided that the sickness, illness, or injury incurred is not any social or venereal disease, nor due to the employee’s own criminal or anti-social acts, drug addiction, attempted suicide, drunkenness, self-inflicted injury, mental illness, negligence, and the like.

6.12.2. During the first month of sickness, the personnel shall use the available SL (excluding reserved SL). The personnel shall also be entitled to an ex-gratia pay equivalent to the remaining number of days for the month. The ex-gratia pay of one-half (1/2) of his/her basic monthly pay is equivalent to fifteen (15) days.

6.12.3. During the second and third month of sickness requiring one’s continued absence from work, the employee shall be entitled to the difference between his/her basic monthly salary and that paid to the substitute or temporary employee hired by the College to temporarily replace the sick employee. If there is no substitute, the employee shall continue to receive the ex-gratia pay.

6.12.4. Should the employee continue to be sick after three (3) months, he/she shall be placed on leave without pay until he/she fully recovers and is capable of returning to work.

6.12.5. If after six (6) months the employee is still not-fit-to-work, then he/she shall be separated from the College. Certification from a government physician is required. However, he/she shall be entitled to separation pay as mandated by law, that is, “equivalent to at least one (1) month salary or to one-half (1/2) month salary for every year of service, whichever is greater, a fraction of at least six (6) months being considered as one (1) whole year.”

6.12.6. The prolonged illness benefits shall be given in addition to whatever benefits the employee may be entitled to under the law or regulation.

6.12.7. Notwithstanding any and all of the foregoing provisions, the College reserves the right and the option to terminate at its discretion the services of the employee suffering from long term illness, injury, sickness, or disease in the event circumstances allow such termination conformably with the law.

6.12.8. Upon returning to work, employees are required to present a medical certificate to the College physician for validation and issuance of fit-for-work certificate.
6.13. Permanent Disability Benefits

6.13.1. Permanent total disability is defined as the inability of an employee to perform any gainful occupation for a continuous period exceeding one hundred twenty (120) days upon the recommendation of a government doctor and the school physician.

6.13.2. Employees can avail of total permanent disability if they are/have:

6.13.2.1. Regular in status,
6.13.2.2. At least 1 year of service to the College, and
6.13.2.3. Certified by the SSS or EC having total permanent disability.

6.13.3. The permanent disability benefits herein to be given to a qualified disabled employee shall be in addition to whatever College long-term sickness benefits, SSS, CEAP, and other disability benefits he/she may be entitled to.

6.13.4. Only employees of the College who, at the time of disability, have rendered at least one (1) year of credited service to the College and are still not eligible for early retirement benefits under the CEAP Retirement Plan, shall be entitled to the permanent disability benefits herein.

6.13.5. The permanent disability benefit granted by the College which is over and above the law entitlement consists of the lump sum amount equivalent to the qualified disabled employee’s one-half (1/2) month’s basic salary multiplied by the total number of years of service of the employee. However, the amount should not be lower than PHP 50,000 or higher than PHP 200,000.

The formula to compute ½ month salary is as follows:

\[(15 \text{ days} + 5 \text{ days Service Incentive Leave} + \frac{1}{12} \text{ of the 13}\text{th month})\]

e.g. 15 + 5 days + [(313 days / 12 months) x 1/12] = 22.20 days

Sample computation:
Latest basic monthly salary ........................................... P 50,000
Latest basic daily salary (50,000 / 26.17 days in one mo.) ....... 1,910.58
One-half month salary (1,910.58 X 22.2 days) ...................... 42,414.88


These benefits shall be given in conformity with existing and applicable laws and regulations (Appendix F).

6.15. Philhealth National Health Insurance Act of 1995” (Republic Act 7875 as amended by Republic Act 9241)

PhilHealth members are entitled to basic health insurance coverage as provided for by law (Appendix G).
6.16. Employee’s Compensation Insurance (Presidential Decree 626)

All employees of the College who are covered by the Social Security System (SSS) are likewise covered by Employee’s Compensation Insurance as provided for by law (Appendix H).

6.17. Hospitalization Plan

6.17.1. To ensure protection of its regular employees, the College subscribes to a group hospitalization plan.

6.17.2. This medical plan with a private insurance company complements the Philhealth benefits. The College shoulders the complete premium payments of all its regular and probationary (after one month of engagement) employees. If a regular employee wishes to include his/her spouse and dependents, he/she must pay the premium for them.

6.17.3. The immediate head and the HRD must be informed immediately of the sickness or of the present or impending hospitalization of an employee or his/her dependents.

6.17.4. The two types of insurance coverages are as follows:

6.17.4.1. Personal Accident - When an employee sustains an injury due to accident, reimbursement of expenses incurred not to exceed Php 5,000.00 may be claimed. In case of death, the beneficiaries may claim Php 15,000.00.

6.17.4.2. Group Life Insurance - Under this type of insurance, the sum assured is Php 30,000.00.

6.18. Death Assistance from the College

6.18.1. Financial assistance

6.18.1.1. Death of regular employee – in accordance with group insurance plan and other related provisions

6.18.1.2. Death of immediate family members – P 10,000

6.18.1.3. Death of non-immediate family members(siblings, parents) – P 5,000

6.18.2. Educational Assistance for children

6.18.2.1. A personnel who dies, and who has served the College for ten (10) to twenty (20) years, shall be entitled to 100% tuition waiver for one (1) child subject to the Brother President Scholarship Program.

6.18.2.2. A personnel who dies, and who has served the College for at least twenty (20) years, shall be entitled to 100% tuition waiver for two children (2) subject to the Brother President Scholarship Program.
6.19. Service Awards

6.19.1. Service Awards for five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), and thirty (30) years of continuous service are given each year at an appropriate ceremony.

6.19.2. The recognition given to awardees includes cash incentives.

6.20. Merit Increase

6.20.1. Merit Increase – A merit increase is given whenever one’s performance is found to be above the standards set by the College. A merit increase of 3% and 4% shall be given to employees whose evaluation ratings are Very Satisfactory (VS) and Outstanding (O), respectively.

6.20.2. In case a regular employee has stayed in a position for a least six (6) months by the end of the current school year, he/she may qualify for merit increase based on a performance evaluation. A probationary employee who is made permanent less than ten (10) months before the year-end evaluation is not eligible.

Formula for Merit Increase:

\[ \text{Monthly Salary} \times \text{MI percentage} = \text{Merit Increase} \]

6.21. Perfect Attendance Award

6.21.1. A support staff member who maintains regular attendance without absences/tardiness shall be given a special cash reward of not less than one thousand pesos (Php 1,000.00) during the annual faculty and staff general assembly, prior to the opening of classes for the next school year. Authorized, scheduled, or mandatory leaves shall not be considered absences for this purpose.

6.21.2. For the purpose of computing Perfect Attendance, there should be no tardiness even if it falls within the grace period.

6.21.3. For Administrative Staff, perfect attendance is optional. The AS who would like to be eligible for this award are those who shall opt for a fixed schedule duly approved by the head. They shall be subject to attendance and tardiness policies.

6.22. Longevity Benefit Plan

6.22.1. On April 15 of each year, longevity pay is granted to all regular employees with the appropriate number of years of continuous service (including probationary period) in DLS-CSB, computed as follows:

a) From 10 to 14 years – equivalent to one (1) month basic pay
b) From 15 to 19 years – equivalent to one month and a half (1/2) basic pay
c) From 20 to 24 years – equivalent to two (2) months basic pay
d) From 25 years and above – equivalent to two months and a half (2 1/2) basic pay
6.22.2. For purpose of computation, reference date is based on the start of the probationary period. Cut-off date is May 31.

6.22.3. For purposes of computation of longevity benefit upon resignation, it shall be on a prorated basis.

6.22.4. If a regular employee goes on leave that disrupts continuity of service, his/her longevity pay for the year is prorated.

6.23. SERVICE INCENTIVE PAY (SIP)

6.23.1. Regular Administrative and Support Staff shall be entitled to service incentive pay of twenty seven pesos (Php 27.00) for every year of continuous service.

6.23.2. For existing Administrative Staff, related provisions are stated in the Staff Handbook 2005-2008.

6.23.3. For SS and AS personnel hired after December 31, 2009, the SIP shall no longer take effect.

6.24. Uniform and Clothing Allowance

Every school year, administrative staff shall receive clothing allowance while support staff shall be given sets of uniforms.

6.25. Rice Subsidy

Each regular employee shall be given a monthly rice subsidy.

6.26. Educational Benefits

6.26.1. A regular employee who has rendered two (2) years of continuous service in the College and who wishes to pursue graduate studies on a part-time basis shall be entitled to a full tuition and miscellaneous fee support (100%) at any De La Salle School or any other reputable and accredited institution that offers relevant programs.

6.26.2. The area of study (whether masteral or certificate program) must be related to the personnel’s job.

6.26.3. SS and AS personnel may pursue the following: masteral studies or certificate programs, as approved by the immediate head.

6.26.4. Upon completion of the degree, employees who availed themselves of this benefit are required to provide a service payback (one-to-one ratio; one year of service for every three trimesters or two semesters of study).

6.26.5. In case such service payback is not complied with or if the employee is unable to finish the degree within six (6) years for masteral from the date of first enrollment, he/she will pay back the entire cost of the subsidy plus the prevailing treasury bill interest rate. The service payback applies to those who initially
apply for subsidy effective Jan. 1, 2010.

6.26.6. If the service payback is partially complied with, he/she will pay back the proportionate cost of the subsidy plus the prevailing treasury bill interest rate.

6.27. Training and Development

6.27.1. To upgrade their skills and knowledge in their respective jobs, regular employees can avail of the training programs sponsored by the HRD. For this purpose, their attendance will be considered official business.

6.27.2. For trainings not sponsored by HRD, see the provision on “Lectures, Meetings, and Training programs”.

6.28. OTHER PROVISIONS

Brother President’s Scholarship Program (BPSP):

The College has a Brother President’s Scholarship Program (BPSP) that awards scholarship grants to children of regular personnel who are enrolled in a De La Salle Philippines school. The details of the scholarship are available at the Student Grants Unit.
SECTION 7: TRANSFERS, PROMOTIONS AND EVALUATIONS

7.1. Transfers

7.1.1. Transfer is the movement of a regular employee from one job to another in the same campus or from one campus to another requiring approximately the same degree of skills, duties, and responsibilities, with no change in pay. It is the inherent right of management to effect such transfers that, in its perception, are demanded by the operations of the institution.

7.1.2. All transfers require prior authorization from HRD and an accomplished Employee Movement Form.

7.1.3. A regular employee may be transferred from one office to another when exigencies of service so require; or from one job to another where his/her proven abilities can be more effectively utilized. In such cases, the transfer shall not result in diminution of salary.

7.1.4. A transferred regular employee shall be given a trial period of three (3) months in the new position. A contractual employee will be hired for the vacated position. The transferred regular employee may opt to return to his/her former position after the trial period. The head is duty bound to accept the returning employee.

7.1.5. If an employee is transferred to a new higher paying position on a trial basis, he/she will continue to receive the salary of his/her previous position.

7.1.6. If after the trial period (3 months) the employee qualifies and is made permanent in his/her new higher paying position, he/she shall be paid his/her new pay rate corresponding to the new higher paying position retroactive to the date he/she was placed/transferred to the new position on a trial basis.

7.1.7. If an employee who has been transferred to a new higher paying position on a trial basis is not made permanent in the new higher paying position by reason of unsatisfactory performance, he/she shall be granted an honorarium for the length of time he/she temporarily worked in the new position. This honorarium shall be given at the end of the temporary/trial/probationary period and shall be equivalent to the difference between the new pay rate corresponding to the new higher paying position and the former pay rate corresponding to the previous position.

7.1.8. The evaluation of transferred employees will be conducted by two (2) raters. The weight of the rating proportionate to the duration of the employee’s stay in the position. Furthermore, the HRD will monitor and track the performance of the transferred employee while the CLPA will be in charge of evaluation.
7.2. Promotions

7.2.1. A promotion is a movement of a regular employee from a position of a lower level to a higher one. This promotion involves increased responsibilities and duties and normally carries higher pay and status with the benefits that accompany the new position. A probationary employee is not entitled to promotion.

7.2.2. It is the policy of the College to promote qualified and deserving regular employees to higher positions whenever vacancies occur. All things being equal, seniority is given consideration.

7.2.3. A regular employee may be promoted if all of the following criteria are met:

7.2.3.1. Vacancy of position

7.2.3.2. Candidate meets the minimum job specification of the vacant position

7.2.3.3. At least a very satisfactory performance rating in the recent performance appraisal

7.2.3.4. No record of any disciplinary action during the previous school year until the date of promotion.

7.2.3.5. All promotions require prior consultation and authorization from HRD.

7.2.4. If a personnel is promoted, years of stay is counted continuously and does not revert to zero.

7.3. Evaluation

7.3.1. An employee’s work performance is periodically evaluated by his/her immediate superior and/or department head to provide the employee with feedback on career development and performance. This also provides administrators with a basis for making personnel decisions such as permanency, promotion, salary increase, and/or reclassification purposes.

7.3.2. HRD shall gather the list of raters from the department heads. The main rater is the immediate head. Other rater/s are those that have direct knowledge of the employee’s performance. Raters should come from the same department. A recommendation to include raters from another department shall be subject to approval by the HRD Manager.
SECTION 8: SEPARATION

8.1. Resignation

8.1.1. Resignation is regulated under Article 285 of the Labor Code. In principle, a regular employee may resign from the College by submitting a written notice (resignation letter) to HRD, through his/her immediate superior, at least one (1) month in advance.

8.1.2. Upon filing of his/her written resignation notice, the employee must then secure and accomplish the Employee Clearance Form and clear himself/herself of all accountabilities with the College. All College property, records, documents and other assets in the employee’s possession, custody, or control, must be submitted to his/her immediate supervisor not later than one (1) week before the effective date of resignation.

8.1.3. Upon resignation, the personnel shall receive the employee’s contributions to CEAP (Plan A) including interest thereto, plus a percentage (%) of the employer’s contributions including the interest earned. The percentages are as follows:

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Percentage of employer’s contributions that will be granted to the personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 10 years</td>
<td>None</td>
</tr>
<tr>
<td>After 10 years</td>
<td>50%</td>
</tr>
<tr>
<td>11 years</td>
<td>55%</td>
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<tr>
<td>12 years</td>
<td>60%</td>
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<td>18 years</td>
<td>90%</td>
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<tr>
<td>19 years</td>
<td>95%</td>
</tr>
<tr>
<td>20 years</td>
<td>100%</td>
</tr>
</tbody>
</table>

8.1.4. In summary, upon resignation, the personnel shall receive the following:
   a) Employee’s contributions to Plans A including interest thereto
   b) Employee’s contributions to Plans B and D including interest thereto, if applicable
   c) Percentage (%) of the employer’s contributions to CEAP (Plan A), if applicable
   d) Employer’s contributions to Plan C including interest earned.
   e) Earned salaries including 13th month pay
   f) Equivalent amount of the earned and reserved vacation and sick leaves
   g) Other earned benefits (e.g. overtime, longevity, refund of tax if applicable, etc.)

8.1.5. uncleared accountabilities shall be deducted from the amount due to the personnel.
8.2 Abandonment

8.2.1. Abandonment means the deliberate, unjustifiable refusal of an employee to resume his employment. The elements are as follows:

.8.2.1.1. Failure to report for work or absence without valid or justifiable reason/s;

.8.2.1.2. Clear intention to sever the employer-employee relationship

8.2.2. During abandonment, the following steps are conducted:

8.2.2.1. The immediate head shall inform HRD about the unauthorized absence. If there is no communication from the personnel after 3 continuous days of unauthorized leave, HRD shall issue a “Notice to Explain” (cc: immediate head).

8.2.2.2. Failure of the personnel to respond within five (5) working days will result to the issuance of the “Notice of Severance of Employment”. Likewise, HRD shall inform in writing the Finance Department to hold payments for the personnel pending clearance.

8.2.3. In case of abandonment, only the following earned benefits shall be given to the personnel:

a) Employee’s contributions to Plan A including interest thereto
b) Employee’s contributions to Plans B and D including interest thereto, if applicable
c) Earned salaries including 13th month pay
d) Equivalent amount of the earned and reserved vacation and sick leaves
e) Other earned benefits (e.g. overtime, longevity, refund of tax if applicable, etc.)

8.2.4. Uncleared accountabilities shall be deducted from the amount due to the personnel.

8.2.5. The related documents shall be placed in the 201 file of the personnel for record purposes. She/he will not be allowed to reapply. If requested, a Certificate of Employment can be given to the personnel, marked “abandonment”.

8.3. Termination for Just Cause

8.3.1. Employees may be terminated or separated for cause, laid-off, or suspended from work in accordance with the rules and regulations of the College and applicable laws and implementing regulations.

8.3.2. The following are the only earned benefits that shall be given to the personnel:

a) Employee’s contributions to Plan A including interest thereto
b) Employee’s contributions to Plans B and D including interest thereto, if applicable
c) Earned salaries including 13th month pay
d) Equivalent amount of the earned and reserved vacation and sick leaves
e) Other earned benefits (e.g. overtime, longevity, refund of tax if applicable, etc.)

8.3.3. The related documents shall be placed in the 201 file of the personnel for record purposes. She/he will not be allowed to reapply. If requested, a Certificate of Employment can be given to the personnel, marked “terminated”.

8.3.4. Uncleared accountabilities shall be deducted from the amount due to the personnel.

8.4. Termination due to Authorized Causes

8.4.1. Termination due to authorized causes means severance of employment due to redundancy, installation of labor-saving devices, retrenchment due to business losses, and diseases.

8.4.2. The personnel shall receive the following:
   a) Employee’s contributions to Plans A including interest thereto
   b) Employee’s contributions to Plans B and D including interest thereto, if applicable
   c) Percentage (%) of the employer’s contributions to CEAP (Plan A), if applicable
   d) Employer’s contributions to Plan C including interest earned
   e) Earned salaries including 13th month
   f) Equivalent amount of the earned and reserved vacation and sick leaves
   g) Other earned benefits (e.g. overtime, longevity, refund of tax if applicable, etc.)
   h) Separation pay:

* For redundancy and installation of labor-saving device, this amount is equivalent to one month or one month for every year of service whichever is higher, and a fraction of six (6) months and one (1) day shall be equivalent to one year.

* For retrenchment due to business losses, this amount is equivalent to one (1) month or half a month (1/2) for every year of service whichever is higher, and a fraction of six (6) months and one (1) day shall be equivalent to one year.

8.4.3. Uncleared accountabilities shall be deducted from the amount due to the personnel.

8.5. Retirement

8.5.1. When a personnel has reached the age of 60 and has rendered at least 5 years of service to the College, the CEAP retirement benefit (Plan A) will be compared to the retirement benefits as stipulated in RA 7641. The higher value retirement benefit will be awarded to the personnel.

8.5.2. The retirement age at De La Salle-College of Saint Benilde, based on the CEAP Retirement Program is sixty (60) years. However, an employee’s term may, at the option of the College and on a case-to-case basis, be extended annually up to sixty-five (65) years.
8.5.3. Retirement Plan / benefits

8.5.3.1. The College retirement plan consists of CEAP (Plan A) and an additional Retirement Trust Fund (Plans B, C, and D) stated as follows:

<table>
<thead>
<tr>
<th>Plan</th>
<th>College’s Contribution (%)</th>
<th>Personnel’s Contribution (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan A (CEAP)</td>
<td>6</td>
<td>1-4 optional</td>
</tr>
<tr>
<td>Plan B (Trust Fund) *</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Plan C (Trust Fund)</td>
<td>2</td>
<td>-</td>
</tr>
<tr>
<td>Plan D (Trust Fund) *</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

* please refer to provision 8.4.3.2 and 8.4.3.4.

8.5.3.2. For Plan A, the College contributes 6% of the personnel’s basic salary. The personnel may also opt to contribute 1% to 4% of his/her monthly basic salary to this plan. All probationary and regular personnel are automatic members of CEAP (Plan A).

8.5.3.3. For Plan B, members contribute two per cent (2%) of their monthly basic salary, inclusive of the contribution to PAG-IBIG. The College commits itself to matching the personnel’s contribution (2% of basic monthly salary minus the contribution to PAG-IBIG). The total College contributions go to a retirement fund governed by policies similar to those of the old CEAP Retirement Plan effective prior to October 1989.

8.5.3.4. For Plan C, the College contributes 2% of the personnel’s basic salary.

8.5.3.5. For Plan D, members contribute two per cent (2%) of their salary while the College matches this with a three percent (3%) contribution. The total contribution will be added to the College’s additional Retirement Fund Plan and will also be governed by rules similar to those of the old CEAP Retirement Fund effective prior to October 1989.

8.5.3.6. All regular and probationary personnel are automatic members of Plans A and C.

8.5.3.7. Upon retirement, the benefit computation under RA 7641 and CEAP Plan A are compared. The higher benefit is granted to the personnel.

8.5.3.8. RA 7641

One-half month salary based on the latest salary rate for every year of service. The minimum number of days for RA 7641 is 22.2, computed as follows:

(15 days + 5 days Service Incentive Leave + 1/12 of the 13th month)

e.g. 15 + 5 days + [(313 days / 12 months) x 1/12] = 22.20 days
Since the College adopts the 25 day per month computation, the following serve as sample computation:

- Latest basic monthly salary ………………………………….       P 50,000
- Latest basic daily salary \((50,000 \times 12 \text{ months}) / 313 \text{ days}\) … 1,916.93
- One-half month salary \((1,916.93 \times 25 \text{ days})\) ………………… 47,923.25
- Retirement benefit based on RA 7641 \((47,923.25 \times 40 \text{ years})\) .. 1,916,930

* Assuming a personnel has been with the College for 40 years

8.5.3.9. CEAP Plan A

The computation is composed of the employer’s contributions including interest thereto.

8.5.3.10. In addition to either RA or CEAP Plan A, the following shall also be granted:

- a) Employee’s contributions on Plans B and D including interest
- b) Employer’s contributions on Plan C including interest
- c) Other benefits as may be agreed upon by employer and employee for inclusion.

8.5.3.11. Uncleared accountabilities shall be deducted from the amount due to the personnel.

8.5.3.12. The personnel cannot withdraw the employee’s contributions to Plans A, B and D unless she/he resigns, retires or gets terminated.

8.5.3.13. In cases when a personnel is still employed by the College, he/she may opt not to continue with the employee’s contributions to Plans A, B, and D. When this happens, the College contributions to Plans B and D shall also stop. However, the College contribution to Plans A and C will still continue.

8.5.4. Optional / Early Retirement

The College offers an early retirement plan for personnel with at least fifty (50) years of age, tax-exempt, and subject to the implementing guidelines on optional / early retirement plan.
SECTION 9: GRIEVANCE

9.1. The College believes that any open conflict in any form involves losses to both the employees and the College, and that every effort should be extended to avoid such conflicts. Thus, these guidelines are set to govern the handling of grievances and to ensure fair and impartial hearing of grievances.

9.2. Grievance is any question by either the College or personnel regarding the interpretation or application of Employment Policies and Conditions or any claim by either party (College or personnel) that the other party is violating any of these policies. It may also be any dispute or controversy with respect to the terms and conditions of employment which personnel(s) may present to the College for the purpose of resolving and satisfying the same expeditiously. Grievances may include implementation of salary adjustments, administration of employee benefits, decisions regarding promotion, and career advancement.

9.3. Grievance Process

9.3.1. It refers to the adjustment and resolution of all issues (grievances) arising from the interpretation, implementation or administration of the Staff Manual.

9.3.2. Procedures

The period prescribed in the subsequent provisions are general references only. Delays due to valid reasons should be within a reasonable period.

9.3.2.1. An employee may file a grievance or complaint in writing to the HRD Manager within five (5) working days from the date of occurrence or cause.

9.3.2.2. If the respondent is not covered by the Staff Manual, the same shall be immediately endorsed to the Department Head concerned.

9.3.2.3. For cases under the jurisdiction of the HRD Manager, within seven (7) working days from receipt, she/he shall verify the complaint and determine whether or not there is merit or valid basis for the grievance. Should the HRD Manager find no basis/merit in the grievance, the same shall be dismissed and the complainant shall be notified in writing stating the bases and grounds for the dismissal.

When the HRD Manager finds merit, the case is endorsed to the Department Head. If the matter is handled by HRD, the HRD Manager handles the case.
### 9.3.2.4. The Grievance Committee shall be composed of the following:

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chairman</strong></td>
<td>HRD Manager/Person designated by HRD Manager</td>
</tr>
<tr>
<td><strong>Members</strong></td>
<td></td>
</tr>
<tr>
<td>(combination of AS and SS)</td>
<td>Representative from the Employee Association</td>
</tr>
<tr>
<td></td>
<td>Representative from another Department/Unit/Office</td>
</tr>
<tr>
<td></td>
<td>Designated by the Chairman</td>
</tr>
</tbody>
</table>

### 9.3.2.5. As part of management prerogative and in the interest of equity and fairness, the College reserves the right to replace, inhibit any member of the Grievance Committee and/or expand the membership of the Committee as it may be deemed necessary (e.g. when the respondent/complainant has valid reason for the replacement of a committee chair/member).

### 9.3.2.6. The Grievance Committee upon termination of the proceedings shall have ten (10) working days within which to decide on the complaint or grievance.

### 9.3.2.7. Whether there is merit or not, the grievance committee shall submit a report to HRD (or VC-FA if applicable) on its findings and recommendations for consideration. If grievance is dismissed, the basis of the decision shall be stated.
9.3.2.8. The HRD Manager (or VC-FA if applicable) shall, within three (3) working days, endorse the committee recommendation to the concerned office/department and direct the concerned head to submit to the HRD Manager within three (3) working days or within reasonable period of time the action/s to be taken to ensure the final resolution of the complaint/grievance.

9.3.2.9. The complainant shall inform the HRD (or VCFA if applicable) in writing, if there is no development on the actions submitted by the Department Head.

9.3.2.10. The complainant has the option to file an appeal to the VCFA within ten (10) working days after receipt of the decision from the HRD.

9.3.2.11. If the complainant is not satisfied with the VCFA’s decision on the appeal, he/she can file an appeal to the Office of the Chancellor within ten (10) working days after receipt of the VCFA’s decision. The decision of the Chancellor/President regarding the appeal shall be final.

9.3.2.12. All documents related to the grievance shall be placed in the 201 file of the respondent. Final findings of the Grievance Board will be considered as one of the factors in the next performance evaluation.

9.3.2.13. If the complaint qualifies as an administrative/discipline case, it may proceed as such.
Section 10: DISCIPLINE

10.1. The College believes in fairness, objectivity, and consistency in its dealings with the employees. Employee discipline is the right and responsibility of the College to regulate all aspects of employment of staff. It is a mechanism that imposes standards of behavior through policies, rules, and regulations that will ensure staff self-control and orderly conduct within the College. Every staff is entitled to due process and is given the right to air his/her side before any disciplinary action will be implemented should it be established that an offense was committed. These guidelines are set to govern the handling of discipline cases.

10.2. General Provisions:

The period prescribed in the subsequent provisions are general references. In cases of delay, this should be within a reasonable period.

10.2.1. The College adopts a Progressive Discipline Approach which espouses reformation of behavior. The model utilizes scales of penalties, and considers mitigating and aggravating circumstances (e.g., tenure, age, position, habitualness), in the proper imposition of penalty.

10.2.2. It shall be the duty of the personnel to familiarize themselves with all government and DLS-CSB rules and regulations pertaining to their positions and duties. All personnel are expected to conduct themselves properly in their relationship with each other with the ordinary and established norm of human conduct and behavior.

10.2.3. No disciplinary action shall be imposed on any personnel except for violation of College’s norms of conduct or disciplinary policies, laws, rules and regulations, and guidelines and after observance of due process through the Human Resource Department (HRD).

10.2.4. The table of penalties and sanctions prescribed for employee discipline offenses serves as a preventive measure for the employees and as a guide for the disciplining authority when evaluating any offense.

10.2.5. The College reserves the right to mitigate or impose more severe sanctions or penalties other than those prescribed regardless of whether the offense is the first commission. Similar or more different infractions may incur greater penalties or sanction depending on the presence of mitigating and aggravating circumstances.

10.2.6. The discipline offenses listed in the sections are not inclusive. There may be acts not included in this manual but remain offenses (e.g. acts covered in the Angelo King International Hotel Rules, acts prohibited by law defined by law as prohibited or criminal acts), which may be subject to disciplinary action by the College as determined by the appropriate parties.

10.2.7. The withdrawal of a complaint may not result in the dismissal of the complaint, should there be basis or merit to the charges filed.
10.3. Types of Offenses

Disciplinary actions may be classified into minor and major offenses:

A. Minor offense is one that warrants a sanction of verbal or written warning;
B. Major offense is one that warrants a suspension or termination/dismissal.

10.4. Imposable Penalty

10.4.1. Verbal Warning - This is an oral reprimand for a minor offense, usually on the first commission. A written report on the verbal warning must be submitted to HRD within 5 days from the date of reprimand. Otherwise, the same shall not be considered as an offense.

10.4.2. Written Warning – This is a written reprimand as a penalty for a minor offense, usually on the first commission, or after a verbal warning. This serves to inform the employee that repeated offenses would be dealt with stiffer sanctions.

10.4.3. Suspension – An enforced leave of absence from active duty on a non-pay status, which is imposed upon the employee as a penalty for significant misconduct or repeated offenses or of lesser nature than that warranting dismissal. The length of suspension for disciplinary reasons depends upon the gravity of the offense.

10.4.4. Termination / Dismissal

10.4.4.1. An action taken for serious offenses when the objectives of employee correction and rehabilitation are considered not practicable, or for repeated offenses not necessarily of a similar nature. Violation of certain rules may result in outright separation on first offense.

10.4.4.2. The penalty of termination shall carry with it the forfeiture of the salary-related and non-salary-related benefits excluding payment for services or work rendered and personal contribution in the retirement fund. The Board may modify the recommendation for forfeiture of benefits depending on the gravity of the offense committed (e.g., forfeiture of employer contribution to the retirement fund). However, earned benefits (e.g. earned salary and earned leave credits) are excluded from the forfeiture.

10.4.4.3. The penalty of termination shall not prevent the College from filing separate criminal and/or civil complaint against the terminated staff.
10.5. Other Measures:

10.5.1. PREVENTIVE SUSPENSION

10.5.1.1. It is not a punishment or penalty but only a preventive measure and should not be considered part of the actual penalty that may be imposed later should the employee be found guilty.

10.5.1.2. Pending investigation, upon recommendation of the Department Head, the respondent may be placed under preventive suspension on a non-pay status by the HRD Manager for a period not exceeding 30 days for offenses involving dishonesty, grave misconduct, serious and habitual neglect of duty, if the personnel poses a threat to the properties of the employer or to the lives of the employees, or if there are reasonable grounds to believe that the respondent is guilty of charges which would warrant termination. The decision to place the respondent under preventive suspension must be in writing stating the grounds/basis/bases thereof.

10.5.1.3. Only in meritorious cases, as determined by the Discipline Board, should preventive suspension be extended provided that said extension is not through the fault of the respondent and the personnel shall now be entitled to his/her pay only on the extended suspension.

10.5.2. COUNSELING

The erring personnel may be required to undergo counseling or seek professional help.

10.6. Successive and Multiple Violations

A. When a single act constitutes two or more offenses under the Staff Handbook, or when an offense is a necessary means for committing the other, the penalty for the more/most serious offense shall be imposed.

B. Should there be multiple complaints filed covering the same offenses, the same shall be consolidated. Different complaints involving different offenses shall be treated separately.

C. Within any given 12-month period, progressive penalties shall be applied to successive violations of the same rule, and shall be penalized one (1) degree higher than as prescribed.

D. Violation of the same rule occurring after a two (2) year period shall be considered as a first offense. The two (2) year period shall commence on the month the first offense was committed.
10.7. GUIDELINES IN THE IMPOSITION OF PENALTY

Aside from the provisions on successive and multiple violations, the following shall be used as a guide in imposing the penalty:

10.7.1. In the determination of the appropriate penalty to be imposed, mitigating and aggravating circumstances may be considered (e.g., tenure, age, position, habitualness).

10.7.2. The following guidelines may be considered in imposing the appropriate penalty:

<table>
<thead>
<tr>
<th>Mitigating*</th>
<th>Aggravating*</th>
<th>Imposable Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>/</td>
<td>X</td>
<td>One step lower</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
<td>As stated</td>
</tr>
<tr>
<td>X</td>
<td>/</td>
<td>One step higher</td>
</tr>
</tbody>
</table>

10.7.2.1. The penalty could be increased by more than one step if there are more mitigating circumstances present; the penalty as stated if the circumstances (mitigating and aggravating) off-set each other; and the penalty could be reduced by more than one step if there are more aggravating circumstances.

10.7.2.2. Aggravating circumstances are those that increase the seriousness or outrageousness of a given offense, and that in turn increase the wrongdoer’s penalty or punishment. For example, a physical attack is made worse because it is committed with a dangerous weapon, results in severe bodily injury or is made in conjunction with another serious crime.

10.7.2.3. Mitigating circumstances are those which do not constitute a justification or excuse for an offense but which may be considered as reasons for reducing the degree of blame. For example, a physical attack may be mitigated if the wrongdoer is provoked.

10.8. Hierarchy of Complaint

10.8.1. Complaints against the Chancellor shall be filed with the Chair of the Board of Trustees.

10.8.2. Complaints against the Vice-Chancellor shall be filed with the Chancellor.

10.8.3. Complaints against Academic Service Faculty (ASF) shall be filed with:

<table>
<thead>
<tr>
<th>Filed with</th>
<th>Copy furnish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Offense</td>
<td>Department Head of respondent</td>
</tr>
<tr>
<td>Major Offense</td>
<td>OVCA</td>
</tr>
</tbody>
</table>
10.8.4. Complaints against teaching faculty shall be filed with:

<table>
<thead>
<tr>
<th>Filed with</th>
<th>Copy furnish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Offense</td>
<td>Chairperson</td>
</tr>
<tr>
<td>Major Offense</td>
<td>Dean</td>
</tr>
</tbody>
</table>

10.8.5. Complaints against other personnel shall be filed with:

<table>
<thead>
<tr>
<th>Filed with</th>
<th>Copy furnish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Offense: Department Head of respondent</td>
<td>HRD</td>
</tr>
<tr>
<td>Major Offense: HRD</td>
<td>Department Head of respondent</td>
</tr>
</tbody>
</table>

10.8.6. Complaints against students shall be filed with the Office of Student Behavior (OSB) copy furnish the School Dean and Program Chairperson.

10.8.7. In the subsequent procedure, “appropriate head” refers to the person where the complaint is to be filed. She/he could be the next higher authority in case of conflict of interest between the complainant / respondent with the department head.

10.9. Procedures for Minor Offenses

10.9.1. Except for those offenses handled by HRD, any complaint, whose imposable penalty ranges from verbal warning to written reprimand must comply with the following procedures: must be submitted in writing not later than three (3) working days from the date of occurrence, duly signed by the complainant and filed with the appropriate head of the respondent. Failure to comply with these requirements shall be not be given due course and shall be dismissed accordingly.

10.9.2. Should the immediate head of the aggrieved party or other faculty members or personnel (including agency-hired) have personal knowledge of the offense, s/he may file the complaint with or without the consent of the aggrieved party, provided there is sufficient evidence supporting the complaint in case the aggrieved party refuses to collaborate.

10.9.3. The complaint must be submitted to the appropriate head of the respondent and shall have the following information:

   a. Full name of the complainant as well as his/her position and department;

   b. Full name of the respondent as well as his/her position and department;

   c. Specification of the charges which shall include:

      1. The offense committed;
      2. The full facts surrounding the charges which gives a brief statement of relevant and material facts including copies of documentary evidences; (5W’s and H > What, Who, Where, When, Why, and How) and the imposable penalty.
10.9.4. Should conflict exist (1) between respondent and his/her Department Head and (2) between the complainant and the respondent’s Department Head, the complaint shall be filed to the next higher authority.

10.9.5. Within seven (7) working days from receipt of complaint, the appropriate head shall personally serve the notice to explain to the respondent (with attached copy of the complaint) and the said notice shall include the following information:

- Offense committed and all other relevant-related information
- Imposable penalty should the charges be proven
- Period within which the personnel should reply to the notice
- Notification that failure on the part of the personnel to reply within seven (7) working days from receipt of the notice of complaint will be understood as waiver and an admission of the offense and acceptance of the disciplinary action.

10.9.6. After the prescribed period for the reply, the appropriate head has seven (7) working days to afford the respondent a reasonable opportunity to be heard (or explain his/her side) whether or not a written reply has been submitted.

The minutes of the said explanation shall be documented for record purposes.

10.9.7. Within seven (7) working days after the respondent was heard, the appropriate head shall render decision based on the following:

a. Respondent’s reply to the notice/information.

b. His/her oral explanation.

c. Report of offense violation

d. Other information relevant to the objective and fair resolution of the case.

In case the respondent fails to reply to the notice, decision may be based on available data on hand.

10.9.8. The decision shall contain the following information:

a. The offense/charge against the personnel

b. The narration of facts

c. The policy violated and the offense committed

d. The conclusion and the decision

e. The penalty to be imposed

10.9.9. Prior to serving the decision, the appropriate head shall submit the decision to the HRD Manager for clearance. The HRD Manager has seven (7) working days to check compliance of due process.
10.9.10. Within three (3) working days from receipt of HRD clearance, the appropriate head shall personally serve the notice of the decision in the presence of one HRD representative as a witness. Registered mail may also be availed of if necessary. Should the respondent refuse to receive notice of the decision, the same shall be noted in the receiving copy and a witness shall prepare an incident report.

10.9.11. The decision may be appealed with the VCFA within seven (7) working days from receipt of the decision. The next higher authority shall have seven (7) days within which to render decision. The said decision shall be final.

10.9.12. All records of the case shall be forwarded to the Human Resource Department for filing in the personnel’s 201 file.

10.9.13. A personnel who receives a penalty of written warning shall be ineligible for promotion for one year counting from the date the decision has become final and executory.

10.10. Procedures for Major Offenses

10.10.1. Filing of complaint

10.10.1.1. Any complaint with imposable penalty ranging from suspension to termination, must be submitted in writing, duly signed by the complainant and filed with the HRD, not later than seven (7) working days from the date of occurrence. Any extension must not exceed 3-month period.

10.10.1.2. Should the immediate head of the aggrieved party or other personnel (including agency-hired) have personal knowledge of the offense, s/he may file the complaint with or without the consent of the aggrieved party, provided there is sufficient evidence supporting the complaint in case the aggrieved party refuses to collaborate.

10.10.1.3. The complaint must be submitted to HRD and shall have the following information:

   a. Full name of the complainant as well as his/her position and department;

   b. Full name of the respondent as well as his/her position and department;

   c. Specification of the charges which shall include:

      1. The offense committed;

      2. The facts surrounding the charges which gives a brief statement of relevant and material facts including evidences;

10.10.1.4. Should conflict exist (1) between respondent and HRD and (2) between the complainant and HRD, the complaint shall be filed to the VCFA.
10.10.1.5. HRD shall serve the notice to explain (with attached copy of the complaint) and the said notice shall include the following information:

- Offense committed and all other relevant-related information
- Imposable penalty should the charges be proven
- Period within which the personnel should reply to the first notice
- Notification that failure on the part of the personnel to reply within seven (7) working days from receipt of the notice of complaint will be understood as waiver of his/her right to be heard and is tantamount to an admission of the offense and acceptance of the appropriate sanction.

10.10.1.6. Should the HRD find merit in the complaint, the personnel concerned shall be formally charged of the offense leveled against him/her and an Administrative Hearing and Discipline Board (Board) shall be constituted within seven (7) working days. Should the HRD find no merit, the complaint shall be dismissed in writing, citing the basis thereof.

10.10.1.7. The HRD Manager in consultation with the VCFA and a representative of the EA, pending investigation, may place a respondent under preventive suspension for a period not exceeding 30 days. Preventive suspension is justified where the employee’s continued employment poses a serious and imminent threat to the life or property of the employer or of his co-workers. The decision to place the respondent under preventive suspension must be in writing stating the grounds thereof.

10.10.1.8. Only in meritorious cases as determined by the disciplining authority, should preventive suspension be extended provided that said extension is not through the fault of the respondent and he/she will be entitled to pay and benefits.

Resignation of Respondent Prior or Pending Formal Investigation:

Acceptance of the resignation of the respondent prior to or pending formal investigation of a major offense may not terminate the proceedings particularly if the possible sanction is termination. The Board, based on available information, shall determine the propriety of whether or not to file a criminal and/or civil case against the resigned respondent which recommendation shall be submitted to the Chancellor for consideration.
Administrative Hearing Board:

10.10.1.9. An official Administrative Hearing and Discipline Board shall be convened to afford the respondent an opportunity to answer the charges against him/her.

The Board shall be composed of the following: (Complaint against a support and Administrative staff):

Chairperson: HRD Manager/ Person designated by HRD Manager

Members:
- Representative from another department (appointed by the HRD Manager)
- Employee Association representative

The members must be a combination of SS and AS personnel.

The Board shall have the following functions:

a. Adopt reasonable rules of procedures that will govern the conduct and the early resolution of the case

b. Conduct regular hearings

c. Accept evidence/s relative to the case

d. Admit witness(es) for and against the respondent

e. Determine appropriate offenses as the evidence may warrant

f. Determine appropriate penalty(ies) to be imposed

10.10.1.10. As part of management prerogative and in the interest of equity and fairness, the College reserves the right to replace, inhibit any member of the Board and/or expand the membership of the Board as it may be deemed necessary (e.g. when the respondent/complainant has valid reason for the replacement of a committee chair/member)

10.10.1.11. The Board shall send a written notice to the personnel concerned. Likewise, it shall invite witnesses, the immediate superior or the Department Head as needed, to hear the defense of the respondent.

10.10.1.12. The respondent is given the opportunity to have his/her counsel and/or present witnesses. Should he/she waive his/her right to a counsel, the same shall be in writing and duly signed by him/her and must be submitted to the Board before the date of the hearing.

10.10.1.13. The respondent is also given the opportunity to examine all evidences against him/her. Likewise, he/she shall be allowed to present evidences on his/her behalf.

10.10.1.14. The respondent’s failure to acknowledge receipt of the notice and other
related documents shall be noted but will not hamper the proceedings; neither shall his/her absence, despite notifications, be grounds for the suspension of proceedings.

10.10.1.15. The administrative hearing shall continue as scheduled except for Justifiable reasons. A written request for postponement must be submitted at least two (2) days before the scheduled administrative hearing. A written request for postponement filed beyond the prescribed period shall be considered denied.

10.10.1.16. Should the respondent admit to the charges against him/her, he/she shall be required to execute a duly notarized written admission of guilt. In such cases, the administrative hearings may be dispensed with, and the Hearing Chair will decide on the appropriate sanctions based on the Staff Handbook.

10.10.2. Evaluation of Offense

10.10.2.1. The Board shall decide on the case not later than fifteen (15) working days from the date of termination of the administrative proceedings.

10.10.2.2. The Board findings and recommendation including the draft decision shall be submitted to the Chancellor (for termination) or VCFA (for suspension) for review and approval.

10.10.2.3. Should the Chancellor or VCFA approve the Board’s recommendation, the same shall be remanded to the Board for execution. The notice of suspension or termination shall include the following information:

a. The offense/charge against the personnel

b. The narration of facts

c. The policy violated and the offense committed

d. The discussion, conclusion and decision

e. The penalty to be imposed and information that all the requirements of due process (notice/hearing/notice) have been duly complied with

10.10.2.4. Should the Board’s recommendation be denied, the Chancellor or the VCFA may either (a) remand the case to the Board for further investigation/deliberation, or (b) constitute another Board.

10.10.3. Serving the Decision to the Respondent

The HRD Manager, together with other representative from HRD and the Department Head of respondent, shall serve the decision personally. In case the employee refuses to receive the notice, the same shall be noted in the receiving copy. The decision shall be served by registered mail in the respondent’s last known address if the employee is no longer reporting for work. The disciplinary action must be implemented within seven (7) working days after the decision has
been handed down to the employee or seven (7) working days upon the receipt of the first notice. Only in cases of termination, the decision must be implemented immediately.

10.10.4. Appeal of the Board Decision

10.10.4.1. The respondent shall have seven (7) working days from receipt of the decision of the Board within which to appeal to the Chancellor (copy furnished Discipline Board thru HRD), otherwise the same shall be final and executory.

10.10.4.2. The Chancellor within reasonable time upon receipt of the appeal, shall have the prerogative whether to: (a) deny the appeal, (b) modify the decision (c) remand the case to the Board for further investigation/deliberation, or (d) constitute another Board. Only one (1) appeal is allowed (copy furnish VCFA and HRD).

10.10.4.3. Upon termination of the administrative proceedings, all records of the Board shall be turned over to the HRD and the copy of the received notice of decision shall be filed in the personnel’s 201 file.

10.10.4.4. A penalty of suspension shall make the respondent ineligible for merit increase and promotion for the next two years counting from the date after the suspension has become final and executory.
SECTION 11. OFFENSES AND SANCTIONS

11.1. The List of Offenses and Sanctions prescribed for personnel discipline serves only as a guide when evaluating any offenses committed. The College reserves the right to impose more appropriate sanctions or penalties other than those prescribed regardless of whether the offense is the first commission, depending on the presence of mitigating and aggravating circumstances attendant to the commission of the offenses as determined by the College.

11.2. The Staff Handbook shall not be all-inclusive; any act, conduct or behavior prejudicial to the interest of the College, but not specifically included here, shall also be punishable; the penalty to be imposed depending upon the gravity of the offense.

11.3. Offenses listed are covered when incurred during/beyond office hours, within the College premises, and/or during College sponsored activities outside the campus.

11.4. List of Offenses and Sanctions

<table>
<thead>
<tr>
<th>Legend</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mj</td>
<td>Major Offense</td>
</tr>
<tr>
<td>Mn</td>
<td>Minor Offense</td>
</tr>
<tr>
<td>WW</td>
<td>Written Warning</td>
</tr>
<tr>
<td>1WWS</td>
<td>One work week suspension</td>
</tr>
<tr>
<td>2WWS</td>
<td>Two work-week suspension</td>
</tr>
<tr>
<td>1MS</td>
<td>One-month suspension</td>
</tr>
<tr>
<td>D</td>
<td>Dismissal</td>
</tr>
</tbody>
</table>
The following offenses are categorized as follows: Offenses Against Persons, Offenses against College Interests/Approved Policies, and Offenses Against Public Morals.

### Minor Offenses:

<table>
<thead>
<tr>
<th>OFFENSES</th>
<th>PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Violation of Approved Policies</td>
<td>WW 1WWS 2WWS 1MS D</td>
</tr>
<tr>
<td>1) Acts creating or contributing to unsanitary conditions in any form in inappropriate places within College premises</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>2) Violation of any regulation on the use of the ID card</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>3) Violation of any regulation on the wearing of the prescribed office uniform</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>4) Loitering during office hours</td>
<td>1st 1st 2nd 3rd 4th</td>
</tr>
<tr>
<td>5) Failure to comply with the requirements upon return to work from a three day or more sick leave</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>6) Changing schedule without permission</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>7) Engaging in personal leisure activities during official hours</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>8) Failure to return to work after the prescribed break time</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>9) Failure to report immediately an accident involving College property resulting in damage thereto</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>10) Failure to comply with safety rules and procedures</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
<tr>
<td>11) Putting up unauthorized posters or messages, or removal of items posted on the bulletin board, wall, fence, or any College property</td>
<td>1st 2nd 3rd 4th 5th</td>
</tr>
</tbody>
</table>
## Major Offenses:

<table>
<thead>
<tr>
<th>OFFENSES</th>
<th>PENALTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offenses Against Persons</td>
<td>WW</td>
</tr>
<tr>
<td>1) Threatening, intimidating, coercing, or harassing a fellow community member</td>
<td></td>
</tr>
<tr>
<td>2) Willful disrespect to superiors, administrators, co-employees, faculty, students, visitors, clients &amp; other relevant parties; vice-versa (e.g. making vicious remarks intended to offend or annoy the person addressed)</td>
<td></td>
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<tr>
<td>3) Attempting to cause or inflict physical injury to any member of the Community</td>
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<tr>
<td>4) Provoking or instigating a fight</td>
<td></td>
</tr>
<tr>
<td>5) Engaging in malicious gossip or rumor-mongering, causing damage to the reputation of a colleague</td>
<td></td>
</tr>
<tr>
<td>6) Taking the life of any member of the College community willfully or through gross negligence</td>
<td></td>
</tr>
<tr>
<td>7) Causing or inflicting bodily injury or assaulting any member of the community</td>
<td></td>
</tr>
<tr>
<td>8) Sexual harassment</td>
<td></td>
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<tr>
<td>9) Fighting with physical contact</td>
<td></td>
</tr>
<tr>
<td>10) Implicating co-employees in an offense by giving false testimony or statements or by planning, hiding or destroying evidence for the purpose of concealing offenses or to mislead an investigation</td>
<td></td>
</tr>
<tr>
<td>OFFENSES</td>
<td>PENALTIES</td>
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<tr>
<td>------------------------------------------------------------------------</td>
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<tr>
<td>11) Using profane, insolent, or obscene language when addressing any</td>
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<tr>
<td>member of the community, or any visitor or client of the College</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>12) Robbery, theft, pilferage or its attempt in any form from the</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>community members, or customers/visitors, etc.</td>
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</tr>
<tr>
<td>13) Borrowing money directly or indirectly from students, parents,</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
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<tr>
<td>subordinates or from suppliers of the College</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Offenses Against College Interests/Policies</th>
<th>WW</th>
<th>1WWS</th>
<th>2WWS</th>
<th>1MS</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Careless and improper use of College tools, office furniture,</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>machines, and equipment (including keys)</td>
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<tr>
<td>2) Willful refusal to undergo College-required physical and medical</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
<td></td>
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<tr>
<td>examination</td>
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<tr>
<td>3) Habitual tardiness from work, excluding the 7 minute grace period:</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>three (3) instances of tardiness or a total of sixty (60) minutes in</td>
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<td>a week or six (6) instances of tardiness in a month regardless of the</td>
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<td>accumulated number of minutes of tardiness</td>
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<tr>
<td>4) Doing personal work (e.g. selling items or engaging in personal</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>business, etc.) during working hours</td>
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<tr>
<td>5) Failure of a supervising staff member to report a major offense</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>committed by an employee under his/her supervision</td>
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<td></td>
<td></td>
<td>WW</td>
<td>1WS</td>
<td>2WS</td>
<td>1MS</td>
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<tr>
<td>6</td>
<td>Unauthorized entry into the campus</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>7</td>
<td>Negligence resulting in damage to or loss of school property</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>8</td>
<td>Failure of an employee involved in work-related accidents causing damage to property, to report such accidents to authorities</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>9</td>
<td>Refusal to submit to or failure to meet the security requirements of the College</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
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<tr>
<td>10</td>
<td>Willful disobedience regarding work-related assignments or orders</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>11</td>
<td>Holding of unauthorized activities during official working hours</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>12</td>
<td>Under time without approval</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>13</td>
<td>Unauthorized absence (Absence without Leave)</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>14</td>
<td>Sleeping during office/working hours</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>15</td>
<td>Violation of the College's published safety rules, regulations, guidelines and policies, and standard operating procedures</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>16</td>
<td>Failure to immediately report loss of office documents, etc., under his/her responsibility even if subsequently recovered, which may or may not cause damage to the College</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
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<td></td>
<td></td>
<td>WW</td>
<td>1WWS</td>
<td>2WWS</td>
<td>1MS</td>
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<tr>
<td>17)</td>
<td>Accepting other employment while Sick or on Emergency leave or at anytime without the permission of the College</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>18)</td>
<td>Gross and/or habitual neglect of duties</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>19)</td>
<td>Serious misconduct in connection with work</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>20)</td>
<td>Abuse of authority or position</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
<tr>
<td>21)</td>
<td>Deliberately restricting the production of work output and/or College operations</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td></td>
</tr>
<tr>
<td>22)</td>
<td>Smoking within DLS-CSB campus premises</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td></td>
</tr>
<tr>
<td>23)</td>
<td>Willful breach of trust</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td></td>
</tr>
<tr>
<td>24)</td>
<td>Interference in official College investigation that may materially jeopardize the result</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td></td>
</tr>
<tr>
<td>25)</td>
<td>Unauthorized use of College materials, equipment, or resources for personal or commercial purposes</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td></td>
</tr>
<tr>
<td>26)</td>
<td>Engaging in malicious gossip or rumor-mongering, causing damage to the reputation of the College</td>
<td></td>
<td>1st</td>
<td>2nd</td>
<td></td>
</tr>
<tr>
<td>27)</td>
<td>Willful or deliberate destruction of school property</td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
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<tr>
<td>28)</td>
<td>Misappropriation in all forms of school property or property of others. An employee keeping property belonging to the College without proper authority shall be deemed guilty of theft under this rule</td>
<td></td>
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<td></td>
<td>Misrepresentation or any falsehood in any document</td>
<td>WW</td>
<td>1WWS</td>
<td>2WWS</td>
<td>1MS</td>
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<tr>
<td>30)</td>
<td>Falsifying or tampering College documents</td>
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<tr>
<td>31)</td>
<td>Fraudulently obtaining or attempting to obtain College materials, supplies, or resources</td>
<td></td>
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<tr>
<td>32)</td>
<td>Destroying or attempting to destroy College records to conceal irregular or illicit transactions to the prejudice of the College</td>
<td></td>
<td></td>
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<tr>
<td>33)</td>
<td>Unauthorized withdrawal or deliberate misplacement of any record or property belonging to the College from designated places</td>
<td></td>
<td></td>
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<tr>
<td>34)</td>
<td>Reporting for work, entering the campus, working or participating in official College activities (on and off campus) under the influence of alcohol</td>
<td></td>
<td></td>
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<tr>
<td>35)</td>
<td>Unauthorized possession of alcoholic beverages</td>
<td></td>
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<tr>
<td>36)</td>
<td>Failure to disclose to proper College authorities the contraction of infectious, communicable diseases</td>
<td></td>
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<tr>
<td>37)</td>
<td>Lending of ID card to others to gain entry to College premises</td>
<td></td>
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<tr>
<td>38)</td>
<td>Engaging in sabotage or violation of the College's security controls</td>
<td></td>
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<tr>
<td>39)</td>
<td>Removal of safety devices without authorization</td>
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<td></td>
<td>WW</td>
<td>1WWS</td>
<td>2WWS</td>
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<tr>
<td>40</td>
<td>Robbery, theft, pilferage or its attempt in any form from the College</td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
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<tr>
<td>41</td>
<td>Refusal to participate in random drug tests conducted by the College</td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
</tr>
<tr>
<td>42</td>
<td>Unauthorized and unjustified possession, accessing, and misuse of official College records and documents</td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
</tr>
<tr>
<td>43</td>
<td>Unauthorized release of confidential information or records concerning students, faculty, staff, administrators, or the College’s affairs</td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
</tr>
<tr>
<td>44</td>
<td>Any unauthorized solicitation from students, parents or suppliers of the College on or off campus</td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
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<tr>
<td>45</td>
<td>Extorting money, asking for a bribe, or accepting payments or gratuities of any kind inside or outside the Campus</td>
<td></td>
<td></td>
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<td>1st</td>
</tr>
<tr>
<td>46</td>
<td>Entering, on behalf of the College, into any contract or transaction which is clearly and grossly disadvantageous to the College (whether or not the employee will profit from such transactions), as well as any misuse of the name of the College for personal gain</td>
<td></td>
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<td></td>
<td>1st</td>
</tr>
<tr>
<td>47</td>
<td>Submission of fraudulent claims for reimbursements, expense reports, spurious receipts, or other documents</td>
<td></td>
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<td>1st</td>
</tr>
<tr>
<td>48</td>
<td>Falsely representing oneself to be an officer or duly authorized agent or representative of the College</td>
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<td>1st</td>
</tr>
<tr>
<td></td>
<td>Offenses Against Public morals</td>
<td>WW</td>
<td>1WWS</td>
<td>2WWS</td>
<td>1MS</td>
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</tr>
<tr>
<td>1</td>
<td>Any form of gambling during office hours and within College premises</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>2</td>
<td>Use, possession, transportation, sale, storage, distribution, or manufacture of illegal drugs, regardless of the quantity, or being under the influence of dangerous drugs, regardless of the quantity</td>
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<tr>
<td>3</td>
<td>Cheating in drug tests and/or tampering with the results of a drug test, either solo or in connivance with another party</td>
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<tr>
<td>4</td>
<td>Commission of any criminal act or engaging in any illegal activity inside College premises at any time</td>
<td></td>
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<tr>
<td>5</td>
<td>Conviction of a crime by a court of competent jurisdiction under Philippine laws</td>
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<tr>
<td>6</td>
<td>Unauthorized possession of deadly weapons, as defined by law, within College premises</td>
<td></td>
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<tr>
<td>7</td>
<td>Conduct unbecoming violating common decency and morality</td>
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</tbody>
</table>
Appendix A

STANDARDIZED TELEPHONE RESPONSES

Some examples of standardized responses are: “De La Salle-College of Saint Benilde, good morning/afternoon/evening” or “Thank you for calling DLS-CSB, how may I help you?” If the party being looked for is not around, or is in a meeting, ask for the message of the caller, if any: “I am sorry Sir/Ma’am, Mr./Ms. __________ is not available right now, would you like to leave a message?” or “May I take a message?” Then politely ask for the name of the caller and jot it down on a piece of paper: “Who shall I say is calling please?” Make sure that the message is properly communicated to the recipient.

When Making a Call:   (Greetings), (Your Name), (Identify Dept/Unit/Office/School), (Purpose/Reason of the Call)

Example:    “Good morning, this is Julius of the Technical Support Unit, may I speak with…”

When Receiiving a Call:   (Identify Dept/Unit/Section/School), (Greetings), (Offer help)

Example:  “Technical Support/Help Desk/Front Desk, good afternoon, how may I help you?”

When Ending a Call:   (Thank the person on the other line before ending the call)
1) All concerned personnel must wear their prescribed uniform from Monday to Friday.
2) Exemption in the wearing of the prescribed uniform, due to valid reasons, shall require prior approval from the head with notice given to HRD. Late notice shall be subject to the HRD Manager’s approval.
3) The uniform may not be worn during the final examination week, term break, and summer break.
4) A personnel may report voluntarily his/her infraction to the head and HRD.
5) The immediate head has the primary responsibility in monitoring and reporting the names of violators to HRD. He/she shall call the attention of the personnel.
6) Anybody can report the infraction to HRD on the day of the incident. Another option is to report to the Security Office by calling the security hotline (loc. 119). The security shall immediately report to HRD. HRD shall inform the immediate head/OIC/next higher authority for the latter to handle the violation. If the immediate head is not present, HRD shall confirm the report by actual inspection.
7) HRD shall exercise confidentiality as to the name of the reporter if the person reporting is not the head.
8) The following shoes are allowed: closed shoes (front and back), sling-back shoes (front is closed, with sling at back), and open toed shoes with a closed back. On Saturdays, employees may opt to wear any kind of footwear except slippers and strapless sandals.
Appendix C

GUIDELINES AND PROCEDURES FOR REGULARIZATION

1. The HRD-Recruitment will make a job offer to the applicant.
2. Should the applicant accept the job offer, a checklist of pre-employment requirements will be provided.
3. The hiree shall complete and submit all the pre-employment requirements to HRD before assumption of office. Only in meritorious cases will the hiree be allowed to submit the pre-employment requirements after assumption to the office but not later than two (2) months from the date of engagement.
4. Non-submission of pre-employment requirements may be a ground for the termination of the probationary employment.
5. Upon submission, the HRD shall endorse the newly hired staff to the office/supervisor concerned.
6. The office head/supervisor concerned prior to actual start of probationary employment shall discuss with the newly hired staff the measurable standards by which the staff’s performance will be evaluated. The head shall state clearly that failure to meet the set standards will result in the termination of his/her probationary employment.
7. Transferees from other offices (after three months) will be reverted back to their original office prior to the transfer if they are not able to meet the measurable standards that were set.
8. The staff must acknowledge the performance standards by which his/her performance will be evaluated.
9. The office head/supervisor concerned shall coordinate and agree with HRD with regard to the actual start date of the probationary employment.
10. During the probationary period, the office head shall regularly monitor the probationary staff’s performance with regular feedback to be given to the newly-hired staff.
11. The immediate supervisor must conduct performance review on the fourth month of the probationary period. The HRD on the same period shall provide the CLPA a copy the staff’s job description that shall be utilized for the final evaluation of the staff performance.
12. The performance appraisal tool has the following metrics for evaluation:
   a. 20% Attitude
   b. 20% Work Ethics
   c. 60% Work Competency

   Out of this 100%, 75% will be taken and will be added to 25% on Attendance for the final rating.
13. The CLPA shall conduct the performance evaluation on the fifth month of the probationary period.
14. Result of the performance evaluation will be forwarded to the HRD and the immediate supervisor for final review and decision.
15. Failure to meet the set standards (at least a very satisfactory rating) shall result in the non-regularization of the probationary staff.
16. No extension of the probationary period shall be allowed.
17. Decision not to regularize probationary employment aside from failure to meet the set standards must be due to just and authorized causes and must be fully established by the immediate supervisor.
18. The final decision on whether or not the staff will be regularized shall rest on the immediate supervisor and shall be communicated to the HRD for proper documentation.
19. HRD shall issue personnel action for regularization to the staff concerned.
Appendix D

OVERTIME PAY IMPLEMENTING GUIDELINES & COMPUTATION

a. The minimum overtime pay rates vary according to the day of overtime work is performed, as follows:
   i. For work in excess of eight hours performed on ordinary working days: Plus 25% of the hourly rate
   ii. For work in excess of eight hours performed on a scheduled rest day, a special day or a regular holiday: Plus 30% of the hourly rate on said days.

1. Illustration: Using 386.11 as basic daily rate and 48.27 as basic hourly rate (monthly rate x 12 months divide by 313 days divide by 8 hours).
   a. Overtime pay on an ordinary day
      \[
      P48.27 + (25\% \text{ of } P48.27) \\
      = 48.27 + (.25 \times 48.27) \\
      = P60.34 \text{ OT/hr}
      \]
   or
   \[
   125\% \text{ of } P48.27 = 1.25 \times 48.27 = P60.34 \text{ OT/hr}
   \]
   b. Overtime pay on a rest day or on a special day
      \[
      (130\% \text{ of } 48.27) + 30\% \text{ of } (130\% \text{ of } 48.27) \\
      = (1.3 \times 48.27) + .3(1.3 \times 48.27) \\
      = 62.75 + 18.82 \\
      = P81.57 \text{ OT/hr}
      \]
   or
   \[
   130\% \text{ of } (130\% \text{ of } P48.27) = 1.3 \times (1.3 \times 48.27) = P81.57 \text{ OT/hr}
   \]
   c. Overtime pay which falls on a rest day on a special day
      \[
      150\% \text{ of } 48.27 + 30\% \text{ of } (150\% \text{ of } 48.27) \\
      = (1.5 \times 48.27) + .3(1.5 \times 48.27) \\
      = 72.40 + 21.72 \\
      = P94.12 \text{ OT/hr}
      \]
   or
   \[
   130\% \text{ of } (150\% \text{ of } P48.27)
   = 1.3 \times (1.5 \times 48.27)
   = P94.12 \text{ OT/hr}
   \]
   d. Overtime pay on a regular holiday
      \[
      (200\% \text{ of } P48.27) + 30\% \text{ of } (200\% \text{ of } 48.27) \\
      = (2 \times 48.27) + .3(2 \times 48.27) \\
      = 96.54 + 28.96 \\
      = P125.50 \text{ OT/hr}
      \]
   or
130% of (200% of P48.27)  
= 1.3 \times (2 \times 48.27)  
= P125.50 \text{ OT/hr}  

e. Overtime pay on a rest day which falls on a regular holiday  
260% of P48.27 + 30% of (260% of P48.27)  
= (2.6 \times 48.27) + 0.3(2.6 \times 48.27)  
= 125.50 + 37.65  
= P163.15 \text{ OT/hr}  

or  

130% of (260% of P48.27)  
= 1.3(2.6 \times 48.27)  
= P163.15 \text{ OT/hr}  

b. Payment will be made on the next payroll provided that the following condition is met:  
   i. If the overtime form is submitted to HRD between the 1st and 15th of the month, the payment will be made on the 29th payroll date and vice-versa, or if the authorized overtime work is scheduled at least 7 working days prior to the release of payroll (overtime work cut-off date: 7 working days).  
   ii. Otherwise, if the authorized overtime work falls under the cut-off date, the payment will be released on the next payroll date.  

c. Procedure:  
   i. The immediate superior, through the concerned personnel, will notify HRD about his/her request for an employee to work overtime or during a holiday/off-duty day. The request should be properly justified and must be made at least 30 minutes before the actual overtime.  
   ii. The objectives and deliverables should be clearly stated in the overtime request form.  
   iii. The HRD will certify the validity of the overtime for accounting processing.
Appendix E

PARENTAL LEAVE (SOLO PARENTS’ WELFARE ACT OF 2000 / RA 8972)

Leave benefits are granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required. A solo parent is defined as any individual who falls under any of the following categories:

a. A woman who gives birth as a result of rape and other crimes against chastity even without a final conviction of the offender, provided that the mother keeps and raises the child
b. A parent left alone with the responsibility of parenthood due to the death of the spouse
c. A parent left alone with the responsibility of parenthood while the spouse is detained or is serving sentence for a criminal conviction of at least one (1) year
d. A parent left alone with the responsibility of parenthood due to physical and/or mental incapacity of the spouse as certified by a public medical practitioner
e. A parent left alone with the responsibility of parenthood due to a legal separation or de facto separation from spouse for at least one (1) year, as long as he/she is entrusted with the custody of the children
f. A parent left alone with the responsibility of parenthood due to declaration of nullity or annulment of marriage as decreed by a court or by a church as long as he/she is entrusted with the custody of the children
g. A parent left alone with the responsibility of parenthood due to abandonment of the spouse for at least one (1) year
h. An unmarried mother/father who has preferred to keep and rear his/her child/children instead of having others care for them or give them up to a welfare institution
i. Any other person who solely provided parental care and support to a child or children
j. Any family member who assumes the responsibility of head of the family as a result of the death, abandonment, disappearance, or prolonged absence of the parents or solo parent

In addition to leave privileges under existing laws, parental leave of not more than seven (7) working days every year shall be granted to any solo parent employee who has rendered service of at least one (1) year. The seven (7) day parental leave is non-cumulative.

Entitlement of Parental Leave- A solo parent shall be entitled to parental leave provided that:

- he/she has rendered at least one (1) year of service whether continuous or broken at the time of the effectivity of the Solo Parent Act;
- he/she notified his/her employer of the availment thereof within a reasonable time period; and
- he/she has presented a Solo Parent Identification Card to his/her employer.

Non-Conversion of Parental Leave – In the event that the parental leave is not availed of, it is not convertible to cash unless specifically ruled upon previously. However, if the leave was demanded by an employee as a result of non-compliance with the provisions of these Rules by an employer, the leave may be used as a basis for the computation of damages.
a. Sickness benefits – a daily cash allowance paid for the number of days a member is unable to work due to sickness or injury.

Qualifying conditions:
1. The member is unable to work due to sickness or injury and is confined either in a hospital or at home for at least four (4) days.
2. He/she has paid at least three (3) months of contributions within the 12-month period immediately before the semester of sickness.
3. He/she used up all company sick leaves with pay for the current year and has notified his/her employer.
4. He/she has notified the SSS directly by filing the sickness benefit application if he/she is separated from employment, voluntary or self-employed member.

b. Maternity Leave Benefit – is the entitlement due any pregnant woman who has rendered a total of six month’s service for the last 12 months.

The conditions for entitlement:
1. She must be an SSS member employed at the time of delivery, miscarriage, or abortion, and has rendered service at least six months within one year with the same employer immediately preceding the delivery, miscarriage, or abortion.
2. She must have given the required written notification to the SSS thru her employer. In turn, her employer must have paid at least three months of maternity contributions within the 12-month period immediately before the date of contingency. The member shall receive a maternity benefit equivalent to 100% of her average daily salary credit multiplied by 60 days for normal delivery, or 78 days in cases of Caesarean section delivery.
3. The employer advances the maternity leave benefit to the qualified employee in full or in two equal installments, the first to be made upon receipt of maternity leave application and the second not later than 30 days after payment of first installment. Upon receipt of satisfactory proof of such payment, the SSS will reimburse the employer after the contingency for the amount of maternity benefit legally advanced to the employee.
4. Maternity leave may be extended beyond 60 days upon request of the employee due to illness medically certified to arise out of her pregnancy, delivery, complete abortion or miscarriage that renders her unfit to work. The extended leave benefit shall be a hindrance to recover sickness benefit for the same period of 60 days for the same childbirth, abortion or miscarriage.
5. An employer may allow an employee, after her normal delivery, to report to work even before the completion of the maternity leave period provided that she is fit to go back to work as certified in writing by a competent public health authority. In addition to the maternity benefits she receives from the SSS, the employer shall pay her the basic wage or salary and other existing benefits granted by the company.
6. The benefits consist of a 60-day allowance paid to a female member who gives birth through normal delivery, miscarriage or spontaneous abortion; or a 78-day allowance paid in case of a Caesarean section delivery. It shall be enjoyed only on the first four deliveries. The duration of maternity leave during which the employee does not report for work may be extended for medical reasons, but in the absence of an agreement, such extension shall be without pay or allowance.
7. In addition to what SSS is giving, DLS-CSB is giving employees the difference of their salary had they worked during the maternity leave and the maternity benefit SSS is providing.
Maternity Benefit is computed as follows:

a. Exclude the semester of contingency (delivery or miscarriage)
   
   A semester refers to a period of two (2) consecutive quarters ending in the quarter of contingency.
   
   A quarter refers to a period of three (3) months ending on the last day of March, June, September, or December.

b. Count twelve (12) months backward starting from the month immediately before the semester of contingency.

c. Identify the six (6) highest monthly salary credits within the 12-month period.
   
   Monthly salary credit means the compensation base for contributions and benefits related to the total earnings for the month.

d. Add the six (6) highest monthly salary credits to get the total monthly salary credit.

e. Divide the total monthly salary credit by 180 days to get the average daily salary credit. This is equivalent to the daily maternity allowance.

f. Multiply the daily maternity allowance by 60 (normal delivery) or 78 days (for Caesarean cases) to get the total maternity allowance.

Sample Illustration on How Maternity Benefit is computed

Let us say that a female SSS member gives birth on November 2009.
Her maternity leave starts on November 1, 2009.

a. The semester of contingency would be from July 2009 to December 2009
b. The 12-month period before the semester of contingency would be from July 2008 to June 2009
c. The six highest monthly salary credits within the 12-month period is 15,000.00

<table>
<thead>
<tr>
<th>Month</th>
<th>Salary Rate Per Month</th>
<th>SSS Monthly Salary Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 2008</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>August 2008</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>September 2008</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>October 2008</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>November 2008</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>December 2008</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>January 2009</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>February 2009</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>March 2009</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>April 2009</td>
<td>18,349.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>May 2009</td>
<td>18,991.00</td>
<td>15,000.00</td>
</tr>
<tr>
<td>June 2009</td>
<td>18,991.00</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>
d. Total monthly salary credit – 90,000.00

e. The average daily salary credit (daily maternity allowance)
   – 90,000/180 days = 500.00

f. The total maternity allowance due would be 30,000 or (500 x 60 days)
   for normal delivery while 39,000 or (500 x 78 days) for Caesarean cases.

During the maternity leave the employee does not receive any salary. As such, the College gives in
addition to the SSS Maternity allowance a portion of her salary which is computed as follows:

Basic Salary – SSS maternity allowance = additional maternity benefit

The additional maternity benefit will be given by the College so that the employee’s premium contributions to
SSS, Pag-ibig fund, Philhealth during the maternity leave are continuous. Other payables like SSS loan, Pag-
ibig loan, DLSU cooperative loan, canteen charges, CEAP contributions, computer loan, housing loan will be
continued for payment including penalties incurred upon return for work when they will receive their regular
salary.

Sample illustration is given below on the additional maternity benefit given by the College for:

Caesarean Cases (78 days approximately 5 paydays)

<table>
<thead>
<tr>
<th>Payroll Period</th>
<th>Salary Rate</th>
<th>SSS Maternity Allowance</th>
<th>Deductions</th>
<th>Net Pay*</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1-15, 2009</td>
<td>9,495.50</td>
<td>7,800.00</td>
<td>N/A</td>
<td>1,695.50</td>
</tr>
<tr>
<td>November 16-30, 2009</td>
<td>9,495.50</td>
<td>7,800.00</td>
<td>825.00</td>
<td>870.50</td>
</tr>
<tr>
<td>December 1-15, 2009</td>
<td>9,495.50</td>
<td>7,800.00</td>
<td>N/A</td>
<td>1,695.50</td>
</tr>
<tr>
<td>December 16-31, 2009</td>
<td>9,495.50</td>
<td>7,800.00</td>
<td>825.00</td>
<td>870.50</td>
</tr>
<tr>
<td>January 1-15, 2010</td>
<td>9,495.50</td>
<td>7,800.00</td>
<td>N/A</td>
<td>1,695.50</td>
</tr>
</tbody>
</table>
Normal Delivery (60 days approximately 4 paydays)

<table>
<thead>
<tr>
<th>Payroll Period</th>
<th>Salary Rate</th>
<th>SSS Maternity Allowance</th>
<th>Government Mandated Premiums (SSS, Pag-ibig, Philhealth)</th>
<th>Net Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1-15, 2009</td>
<td>9,495.50</td>
<td>7,500.00</td>
<td>N/A</td>
<td>1,995.50</td>
</tr>
<tr>
<td>November 16-30, 2009</td>
<td>9,495.50</td>
<td>7,500.00</td>
<td>825.00</td>
<td>1,170.50</td>
</tr>
<tr>
<td>December 1-15, 2009</td>
<td>9,495.50</td>
<td>7,500.00</td>
<td>N/A</td>
<td>1,995.50</td>
</tr>
<tr>
<td>December 16-31, 2009</td>
<td>9,495.50</td>
<td>7,500.00</td>
<td>825.00</td>
<td>1,170.50</td>
</tr>
</tbody>
</table>

c. Disability – a cash benefit granted either as a monthly pension or a lump sum amount to an employee who becomes permanently disabled (either partially or totally). Qualifying condition:

   i. The member has paid at least one monthly contribution prior to the semester of contingency.

d. Retirement- a cash benefit granted either as a monthly pension or a lump sum amount to an employee who can no longer work due to old age. Qualifying conditions:

   i. The member is at least 60 years old (optional retirement), separated from employment or has ceased to be self-employed, and has paid at least 120 monthly contributions prior to the semester of retirement.

   ii. He/she is 65 years old (mandatory retirement), whether employed or not, has paid at least 120 monthly contributions prior to the semester of retirement.

e. Death benefit – a cash benefit granted either as a monthly pension or a lump sum amount to the beneficiaries of a deceased employee. Qualifying condition:

   i. The member has paid at least one monthly contribution.

f. Funeral benefit- a cash benefit given to whoever pays the burial expenses of the deceased employee. Qualifying condition:

   i. The member has paid at least one monthly contribution.
Appendix G

PHILHEALTH: “NATIONAL HEALTH INSURANCE ACT OF 1995” (RA 7875 AS AMENDED BY RA 9241)

a. PhilHealth members are entitled to basic health insurance coverage, which consists of the following:
   i. Subsidy for room and board and operating room fees
   ii. Allowances for drugs and medicines, laboratories and doctor’s professional fees including those of the surgeon and anesthesiologist.
   iii. Each benefit is subject to a certain limit or ceiling depending on the case/type of the illness (whether primary, secondary or tertiary hospital). PhilHealth covers the member up to the maximum allowances set for each item as indicated in the benefit schedule established by PhilHealth.
   iv. If the hospital and doctor’s bills exceed the allowances set in the benefit schedule, only then will the member be asked to pay the balance in excess of the PhilHealth member’s coverage.
   v. These benefits may be expanded and changed subject to actuarial computations and budget.
   vi. The member may avail of the benefits if the following are satisfied:
      1. Payment of at least three (3) monthly contributions within the immediate six (6) months prior to confinement.
      2. Confinement in a PhilHealth-accredited hospital for not less than 24 hours due to an illness or injury requiring hospitalization.
      3. Minor surgical procedures and chemotherapy, radiotherapy, haemodialysis, and cataract extraction and a special diagnostic package (for qualified indigent members in select areas in the Philippines) are also compensable even on outpatient basis.
      4. Confinement falls within 45 days allowance for room and board and complies with the rule/policy on single period of confinement.
      5. Principal members are entitled to 45 days coverage each year while their dependents also have 45 days, which will be shared among them. Any unused benefits for the given year are not carried over to the succeeding year (i.e. not cumulative).
EMPLOYEES’ COMPENSATION INSURANCE

a. All employees of the College who are covered by the Social Security System (SSS) are likewise covered by the Employee’s Compensation Insurance.

b. The College, at no cost to the employee, contributes monthly to SSS an amount equivalent to such percentage of the employee’s monthly salary credit as may be required by law.

c. Under the Employee’s Compensation Insurance System, employees of the College and their dependents are entitled to certain medical, disability, and death benefits for work-related injury, disability, or death. It is therefore important that employees promptly notify their immediate supervisor or the HRD of any work-related illness or injury suffered by them.

d. The College, however, shall not be liable to the employees for any such benefits under the Employee’s Compensation Insurance that they may not be able to enjoy or obtain for any reason whatsoever other than the College’s failure to comply with its legal obligation under applicable laws.
Appendix I

MEAL PERIODS

a. Meal time – the employer is required to give employees 60 minutes time-off for their regular meals. Meal time is not compensable except in cases where lunch period or meal time is predominantly spent for the employer’s benefit or where it is less than 60 minutes. Lunch periods have been uniformly held not to constitute working within the contemplation of the overtime provisions of the Fair Labor Standards Act, at least insofar as the employees are not required to stay in the premises during the lunch period, although they may occasionally perform some emergency service. However, where the lunch period is spent predominantly for the employer’s benefit, and cannot be utilized in the employee’s own interest, such time constitutes work time.

b. Continuous shifts – where work is continuous for several shifts, the meal time breaks should be counted as working time for purposes of overtime compensation.

c. Meal time of less than 60 minutes – the meal period should not be less than 60 minutes, in which case it is time-off or non-compensable time. The implementing rules allow the meal time to be less than 60 minutes under specified cases and in no case shorter than 20 minutes. But shortened meal time (e.g. 30 minutes) should be with full pay, and the time the employee cannot eat (because he is still working) should also be paid. To shorten meal time to less than 20 minutes is not allowed. If the time is less than 20 minutes, it becomes only a rest period and, under the Labor Code, is considered working time.

d. Shortened meal break upon employee request – employees may request that their meal period be shortened so that they can leave work earlier than the previously established schedule. In such a situation, the shortened meal period is not compensable. However, certain conditions should be met:
   i. The employees voluntarily agree in writing to shorten meal period of 30 minutes and are willing to waive the overtime pay for the shortened meal period;
   ii. There will be no diminution whatsoever in salary and other fringe benefits of the employees existing before the effectivity of the shortened meal period;
   iii. The work of the employees does not involve strenuous physical exertion and they are provided with adequate breaks in the morning and afternoon;
   iv. The value of the benefits derived by the employees from the proposed work arrangement is equal to or commensurate with the compensation due them for the shortened meal period as well as the overtime pay for 30 minutes as determined by the employees concerned;
   v. The overtime pay of the employees will become due and demandable if ever they are permitted to work beyond 4:30 p.m.; and
   vi. The effectivity of the proposed working time arrangement shall be of temporary duration.

e. Changing Lunch Break from Paid to Unpaid – the right to fix the work schedules of the employees rests principally on their employer.
Appendix J

NIGHT SHIFT DIFFERENTIAL PAY COMPUTATION

Every employee is entitled to a night shift differential or night shift pay of not less than 10% of his regular wage for each hour of work performed between 10:00 pm until 6:00 am of the following day. If overtime work or work in excess of eight (8) hours falls within the aforesaid period, premium for overtime work should first be integrated in the regular hourly rate of employee before computing night shift pay.

a. Computation of Night Shift Pay

i. Where Night Shift Pay (10 p.m. to 6 a.m.) Work is Regular Work

<table>
<thead>
<tr>
<th>Ordinary Day</th>
<th>Rest day, special day or regular holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Plus 10% of the basic hourly rate or a total of 110% of the basic hourly rate</td>
<td>• Plus 10% of the regular hourly rate on a rest day, special day or regular holiday, or a total of 110% of the regular hourly rate</td>
</tr>
</tbody>
</table>

ILLUSTRATION: Using P386.11 as basic daily rate and P48.27 as basic hourly rate

<table>
<thead>
<tr>
<th>Ordinary day</th>
<th>Rest day</th>
<th>Special or regular holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>P386.11 + 10% of P386.11</td>
<td>(130% of P386.11) + 10% of (130% of P386.11)</td>
<td>Since special holidays and regular holidays are calendar days (i.e. 24-hour period from 12 midnight to 12 midnight of the following day), the night shift is either cut-off or starts only at 12 MN. Hence the night shift pay for such days may be determined by the hour on the basis of the hourly rate, not the daily rate.</td>
</tr>
<tr>
<td>= P386.11 + (.10 x P386.11)</td>
<td>= (1.3 x P386.11) + .1(1.3 x P386.11)</td>
<td>On a special day 130% of P48.27 + 10% of (130% of P48.27)</td>
</tr>
<tr>
<td>= P386.11 + P38.61</td>
<td>= 501.94 + 50.19</td>
<td>= (1.3 x 48.27) + .1(1.3 x 48.27)</td>
</tr>
<tr>
<td>= P424.72/day</td>
<td>= P552.13</td>
<td>= 62.75 + 6.28</td>
</tr>
<tr>
<td>or</td>
<td>or</td>
<td>=P69.03</td>
</tr>
<tr>
<td>110% of P386.11</td>
<td>110% of (130% of P386.110)</td>
<td>or</td>
</tr>
<tr>
<td>= 1.10 x 386.11</td>
<td>= 1.1 x (1.3 x P386.110)</td>
<td>110% of (130% of P48.27)</td>
</tr>
<tr>
<td>= P424.72</td>
<td>=P552.13</td>
<td>= 1.1 x (1.3 x 48.27)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>=P69.03</td>
</tr>
</tbody>
</table>
On a regular holiday 200% of P48.27 + 10% of (200% of P48.27)
= (2 x 48.27) + .1(2 x 48.27)
= 96.54 + 9.65
= P106.19

or
110% of (200% of P48.27)
= 1.1 x (2 x 48.27)
= P106.19

ii. Where Night Shift Pay (10 p.m. to 6 a.m.) Work is Overtime Work

<table>
<thead>
<tr>
<th>Ordinary Day</th>
<th>Rest day, special day or regular holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Plus 10% of the overtime hourly rate on an ordinary day or a total of 110% of the overtime hourly rate on an ordinary day</td>
<td>• Plus 10% of the overtime hourly rate on a rest day, special day or regular holiday</td>
</tr>
</tbody>
</table>

ILLUSTRATION: Since overtime work is not usually 8 hours, the compensation for overtime night shift work is likewise computed on the basis of hourly rate.

<table>
<thead>
<tr>
<th>Ordinary day</th>
<th>Rest day</th>
<th>Special or regular holiday</th>
</tr>
</thead>
</table>
| Plus 10% of 125% of basic hourly rate or a total of 110% of 125% of basic hourly rate | Plus 10% of 130% of regular hourly rate on a said day or total of 110% of 130% of the applicable regular hourly rate. Illustration: Using 48.27 as basic hourly rate | Regular holiday

<table>
<thead>
<tr>
<th>Rest day/Special day</th>
<th>Regular holiday</th>
</tr>
</thead>
</table>
| 130% of (130% of P48.27) + 10% of (130% of (130% of P48.27))
= 1.3(1.3 x 48.27) + .1(1.3(1.3 x 48.27))
= 81.58 + 8.16
= P88.74 | 130% of (200% of P48.27) + 10% of 130% of (200% of P48.27)
= 1.3(2 x 48.27) + .1(1.3(2 x 48.27))
= 125.50 + 12.55
= P138.05 |
| or
110% of (125% of P48.27)
= 1.1 x (1.25 x 48.27)
= P66.37 | 260% of P48.27 + 10% of (260% of P48.27)
= 125.5 + 12.55
= P138.05 |
Appendix K

PATERNITY LEAVE (REPUBLIC ACT NO. 8187)

a. Paternity leave benefits shall be extended to married male employees as provided by law.
b. Paternity leave refers to the benefits granted to a married male employee, allowing him to take seven (7) work days off while continuing to earn compensation, on the condition that his spouse has delivered a child or has suffered a miscarriage. This leave is granted for the purpose of enabling him to effectively lend support to his wife in her period of recovery and/or the nursing of the newborn child.
c. Every married employee shall be entitled to paternity leave of seven (7) days with full pay for the first four (4) deliveries of the legitimate spouse. The male employee applying for paternity leave shall notify his employer of the pregnancy of his legitimate spouse and the expected date of delivery.
d. Paternity leave may be availed of after the delivery, without prejudice to an employer’s policy of allowing the employee to avail of the benefit before, during, or after the delivery, provided that the total number of days shall not be more than seven (7) days for each covered delivery.
e. In the event that paternity leave is not availed of, the leave shall not be convertible to cash.
f. Paternity leave may only be availed of within sixty (60) days from delivery.
APPENDIX L  

INSTITUTIONAL CONTINUITY PLAN

CALAMITY: TYPHOON / FLOODING

STAGES:
A. PRE-DECLARATION OF SUSPENSION
B. DECLARATION DAY
C. ACTUAL SUSPENSION / CALAMITY
D. POST-SUSPENSION / CALAMITY

A) DAY OF SUSPENSION

<table>
<thead>
<tr>
<th>Sub-stages</th>
<th>TASKS</th>
<th>RESPONSIBLE &amp; CHANNEL OF REPORTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1] Pre-declaration of suspension</td>
<td>[a] Monitoring of situation/news, etc.</td>
<td>Security Director to inform AV-GAS, all VC’s &amp; Chancellor</td>
</tr>
<tr>
<td></td>
<td>[b] Information on water levels</td>
<td>Same above (action plan: to put water level indicator in AKIC to determine capability of each College vehicle for passage)</td>
</tr>
<tr>
<td>[2] Declaration day</td>
<td>[a] Declaration (if CHED or local government has no announcement)</td>
<td>VCA / Authorized representative (if prerogative of the College), Needs information from AVC-GAS re weather conditions</td>
</tr>
<tr>
<td></td>
<td>[b] Activates the calamity team by ensuring the following tasks are in order</td>
<td>AVC-GAS (alternatives are VCFA or VCLMSL)</td>
</tr>
<tr>
<td></td>
<td>[c] Clearing of people within 2 hours</td>
<td>Security Director (then AVC-GAS, VCFA, VCLMSL or VCA)</td>
</tr>
<tr>
<td></td>
<td>[d] Informs ground floor offices to secure equipment, books etc. Storage areas in case of transfer of equipment shall be identified. Alert SDEAS (SDEAS Dean – 0927 2809550; John Baliza 0917 5034441)</td>
<td>AVC-GAS to email administrators including SDEAS Director. For Sundays and holidays, securing of equipment shall be initiated by Security Director.</td>
</tr>
</tbody>
</table>
|   | Clean venues for stranded people
|   | With aircon (full capacity per room):
|   | Venues excluding computer labs:
|   | Taft by priority = Benilde 4th flr. (8 rooms) then 3rd flr. (4 rooms), then Duerr 4th flr. (5 rooms), then 5th flr. (3 rooms)
|   | AKIC= Multipurpose Hall in 6th floor, (spill over Banquet Hall)
|   | with industrial fans:
|   | SDA = theater excluding balcony (balcony is used if there is a spill over)
|   | Identify toilets to be used during sleep over. Barricade alleys/hallways that should have no access.
|   | (If people will sleep over) Ensures availability of mattresses, mats from gym, contemplation room, and clinic
|   | Turn-on aircons and fans
|   | Checks functionality of water fountains (including Scubilion)
|   | Checks functionality of trunk lines and PABX
|   | Endorsement of VHS comedy tapes, keys of TV and DVD
|   | LRC Director to turnover to Security Director /Detachment Commander for monitoring
|   | Flashlights
|   | Standby drivers
|   | Standby nurses and doctors
|   | Identify doctors on call or doctors who can be called/medical tie-ups
|   | Emergency fund/crisis fund/revolving fund/cash advance
|   | Prepare rescue boats
|   | Housekeeping Director
|   | Security
|   | Housekeeping Director
|   | Engineering Director
|   | Engineering Director
|   | Engineering Director
|   | LRC Director to turnover to Security Director /Detachment Commander for monitoring
|   | Security Director
|   | Center for Logistics and Property Mgt. (CLPM)
|   | HRD
|   | HRD
|   | VCFAGM
|   | Mr. Olarte
### B) ACTUAL CALAMITY PERIOD

<table>
<thead>
<tr>
<th>Sub-stage</th>
<th>TASKS</th>
<th>RESPONSIBLE</th>
</tr>
</thead>
</table>
| [1] Confidential Lines (only for extreme emergencies or during calamity) | *** SDA – only for concerned personnel  
Taft – only for concerned personnel  
AKIC – only for concerned personnel  
***Tang – 09175360483/0922TANGBOB; Bucad – 09285202446 / 0917 5095536; Reyes – 09173276184/0922THEBOYS; Lazatin – 09189163475; Valdez 0917 5743837; Gomez 09285057115; Trunk lines 526 7441 (Taft), 536 6752 (SDA), 400 3333 (AKIC), 523 8888 (SHRIM) |  |
| [2] Room Assignments (if people will sleep over) | Venues: see above | AV-GAS to inform VCA on the number of rooms and room assignments |
| | ** Separation of students from employees  
** Separation of female from male | Security |
| [3] Faculty-in-charge assignment | ** Assigns 1 to 3 faculty per room (only for students). If there is no faculty, an employee may be assigned. | VCA |
| [4] Final segregation | ** Final segregation of female vs. male, and students vs. employees | Faculty in charge |
| [5] Attendance | Attendance Sheet (Attachment A) shall be done. | Faculty in charge, then endorsed to Detachment Commander |
| [6] Source of food budget | *** in order of priority: VCFA Emergency fund for cafeteria advances and external purchases, then hotel food provision | VCFA and GM coordination |
| [7] Food purchases/preparation | In the order of priority: cafeteria (College could advance money), external sources such as Sinangag Express, other eatery, then McDo, etc., then AKIC hotel | VCFA and GM |
| [8] Food distribution | *** In order of priority – students first, then others | GM to Detachment Commander to Faculty-in-charge |
[9] Transportation
*** drivers within the vicinity will be on call
** Rescue raft
GAS – CLPM

[10] Cancellation of Events
*** Major college-wide events like Graduation
Recommending office, approval by the organizing office
Recommendation by the organizing office, approval by the President’s Council

***minor event, e.g., retreat
Judgment call by the organizing office

[C] POST-SUSPENSION / CRISIS > classes are still suspended

<table>
<thead>
<tr>
<th>Sub-stage</th>
<th>TASKS</th>
<th>RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1] Clean up</td>
<td>*** Cleaning up, testing, etc.</td>
<td>Respective offices Engineering Director Housekeeping Director</td>
</tr>
<tr>
<td>[2] Office works</td>
<td>*** Reporting for work with instruction from immediate head (Attachment B)</td>
<td>Security, Employee, Immediate head and next higher heads</td>
</tr>
<tr>
<td>[3] Areas for relief operations</td>
<td>*** if no classes – canteen (cafeteria may be opened upon request, backdoor is closed) if classes are ongoing – theater (Taft)</td>
<td></td>
</tr>
<tr>
<td>[4] Post-trauma debriefing</td>
<td>*** Initiates the program</td>
<td>CCS Director</td>
</tr>
</tbody>
</table>

D. OTHER NEEDS:

1) OFFICES THAT GENERALLY WILL BE OPERATING DURING SUSPENSION OF CLASSES (skeletal force)

   a) General Administrative Services Dept. (GASD)
   b) Finance Dept. (FD)
   c) Social Action Office (SAO)
   d) Information & Technology Dept. (ITD)
   e) Registrar’s Office (RO)
   f) Human Resource Dept. (HRD)
   g) Other offices as needed
2) ADMINISTRATORS / PERSONNEL WHO WILL MOST LIKELY BE NEEDED

a) Chancellor  
b) Vice-Chancellors  
c) Heads of the offices indicated above  
d) Other administrators as needed  
e) Volunteers

3) SECURITY PROTOCOL WHEN THERE ARE NO CLASSES

3.1. Only few people come in

a) Only the vehicular gate shall be opened.  
b) To account people, they must swipe their I.D. in the vehicular gate entrance.  
c) Employees shall accomplish the logbook even if they have swiped their I.D. (Date, Time, Printed Name & Signature, Dept., Purpose)  
d) Procedures when employees come to work should be followed (see flowchart).
Attachment A of Institutional Continuity Plan

ATTENDANCE MONITORING OF STRANDED PEOPLE

O Students               O Faculty               O Staff

Room/Venue Assigned: ___________ Date: ________

<table>
<thead>
<tr>
<th>Printed Full Name</th>
<th>Signature</th>
<th>Degree Program</th>
<th>Cellphone no.</th>
<th>Contact person &amp; contact no.</th>
<th>Address of student/contact person</th>
<th>Time out (only if will leave the campus)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Prepared by _________________________
Faculty -in-Charge
Attachment B of Institutional Continuity Plan

FLOWCHART FOR ENTRY OF PERSONNEL DURING SUSPENSION

Security allows entry to a personnel

Case 1 - When a personnel picks up documents from his/her office
Actions: Security opens the concerned office for the personnel to get the needed documents. Personnel is not allowed to stay when his/her objective is fulfilled.

Case 2 - When a personnel claims to do office work in response to an instruction from the immediate head or Department Head
Actions:
Option 1 – Permission to work may be secured prior to the reporting for office work. Any of the following may give permission: Department Head, Security Office Director, Asst. VC for GASD, HRD Manager, any Vice-Chancellor, or Chancellor. The approving person informs the Security of such.

Option 2 – Permission to work may be secured during the actual office work. The personnel instructed to report for work must do the following upon entry:
a) Get the cell number of Security on duty,
b) Forwards the cell number to any of the approving persons immediately; and
c) Informs the approving person to contact Security on duty within 2 hours upon entry.

Related to option 2 above: Approving administrator shall text or call the Security on duty to grant permission to work.

If after two (2) hours, there is no permission from any approving person, Security informs the personnel to leave the campus.

3.2. When several people are expected to come in/out (e.g., volunteers during relief operations)

a) To monitor people, they must get in/out thru a turnstile at the front gate.
b) Vehicular gate shall only be for vehicles.
c) Back gate shall only be opened upon request from an administrator, if reason is meritorious (judgment call of the Security in charge).

4) REPORTORIAL REQUIREMENTS

4.1 For OT payment purposes - When classes resume, the Security logbook covering the period when classes were suspended shall be photocopied and submitted to the following: Security Director, AVC-GASD, and Vice Chancellor for Finance & Administration.
Appendix M

POLICIES & GUIDELINES ON SUSPENSION OF OFFICE WORK

OBJECTIVES
This policy is formulated to serve as guidelines to office working time when classes and office work are suspended.

SCOPE
This policy will cover all the Administrative Staff and Support Staff.

DEFINITION OF TERMS

1) Announcement Time is the actual time of the announcement of class suspension thru MCO or other means.
2) Class Suspension Time is the officially declared end of a class period for the day.
3) Work Suspension Time is the officially declared end of office work for the day.
4) Clearing time is the period within which the campus is cleared from community members who are not required to stay due to continuity of operations.
5) Official Work Time is the work schedule of personnel.

ANNOUNCEMENT OF SUSPENSION OF CLASSES

1) In the absence of a government declaration, the Office of the Vice Chancellor for Academics (OVCA) declares the suspension of classes and class suspension time thru the Marketing Communications Office or other means.
2) The Human Resource Department (HRD) announces the Work Suspension Time thru the Marketing Communications Office or other means. The said announcement will also be posted in all the campus' gates.
3) Work Suspension Time shall take effect thirty (30) minutes after the effectivity of class suspension unless there is a specific stated official declaration.

WHEN WORK SUSPENSION TIME IS DURING THE OFFICIAL WORK TIME OF A PERSONNEL:

1. All personnel (except those whose services are required for continuity of operations) should leave the school premises thirty (30) minutes after the effectivity of class suspension. They should not be marked undertime.

2. The Department Head must inform the Security Office the names of selected personnel or skeletal force who will be allowed to stay in the office premises for continuity of operations.

3. Personnel whose services are needed for continuity of operations shall be paid overtime counted from Work Suspension Time.
WHEN WORK TIME OF A PERSONNEL IS AFTER THE ANNOUNCEMENT TIME:

Once there is announcement of suspension of classes, personnel – in-transit shall no longer report for work.

Examples:

<table>
<thead>
<tr>
<th>ANNOUNCEMENT TIME (based on MCO announcement time)</th>
<th>OFFICIAL WORK TIME</th>
<th>REMARKS</th>
<th>WORK SUSPENSION TIME (irrelevant)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 a.m.</td>
<td>Before 11 a.m.</td>
<td>Marked late/ absent whichever applies</td>
<td>11:30 a.m.</td>
</tr>
<tr>
<td>11 a.m.</td>
<td>11 a.m. and beyond</td>
<td>Not required to report for work, and not marked absent</td>
<td>11:30 a.m.</td>
</tr>
</tbody>
</table>
APPENDIX N

CEAP RETIREMENT PLAN

FEATURES OF THE PLAN

MEMBERSHIP
- This is automatic for regular employees including probationary employees of the Participating Employers regardless of age but prior to age 60.

CONTRIBUTION
- Future Service Contribution – At least four (4%) percent of current monthly basic salary.
- Past Service Contribution – At least five (5%) percent of the member’s average monthly basic salary for the 12 month period prior to membership in the plan multiplied by the number of months of past services.
- Voluntary Contribution – Optional contribution by a member of an amount equal to at least one (1%) percent but not more than four (4%) percent of current basic monthly salary; can only be withdrawn on account of resignation, separation or retirement.

RETIREMENT DATE
- Normal Retirement - age 60
- Late Retirement - beyond age 60 up to 65
- Optional/ Early Retirement- after 20 years of continuous service

RETIREMENT BENEFIT
- Total contributions and income accrued thereon to be received by the retiree; if the normal or late (deferred) retirement benefits to be received by the member from contributions made by his participating employer in his favor shall be less than what is required by Law (RA 7641) as a lump sum retirement benefit, his participating employer shall pay the difference

SEPARATION BENEFIT
- (a) The return of member’s total voluntary contribution plus the income accrued thereon, if any, and
- (b) a specified proportion of the total contribution of his participating employer in his favor plus the income credited thereto under the trust fund computed in accordance with his length of membership in plan as follows:

<table>
<thead>
<tr>
<th>Completed Years of Continuous Service</th>
<th>Percentage Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 10 years</td>
<td>None</td>
</tr>
<tr>
<td>After 10 years</td>
<td>50%</td>
</tr>
<tr>
<td>11 years</td>
<td>55%</td>
</tr>
<tr>
<td>12 years</td>
<td>60%</td>
</tr>
<tr>
<td>13 years</td>
<td>65%</td>
</tr>
<tr>
<td>14 years</td>
<td>70%</td>
</tr>
<tr>
<td>15 years</td>
<td>75%</td>
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<tr>
<td>16 years</td>
<td>80%</td>
</tr>
<tr>
<td>17 years</td>
<td>85%</td>
</tr>
<tr>
<td>18 years</td>
<td>90%</td>
</tr>
<tr>
<td>19 years</td>
<td>95%</td>
</tr>
<tr>
<td>20 years</td>
<td>100%</td>
</tr>
</tbody>
</table>
The tenure of service of a Member shall be reckoned from actual date of hire with the participating employer.

MODE OF PAYMENT OF BENEFIT
- The mode of benefit payment is lump sum.

DEATH BENEFITS
- (a) In case of death of a member, benefit is equivalent to 100% of the amount standing to his credit under the books of the fund; and
- (b) Proceeds of his additional death benefits under the plan shall be paid to his beneficiary or beneficiaries equivalent to one (1) year’s salary based on the member’s latest monthly basic salary but shall not exceed P150,000. However, employees of participating Employer which have failed to remit the contributions for a total of twelve (12) months shall not be entitled to his additional death benefit and the participating employer shall pay the beneficiary of the deceased employee an amount equivalent to this additional death benefit. In any case, where the plan pays this death benefit, the unpaid contributions of the participating employer for the deceased employee shall be deducted from the death benefit without prejudice to the beneficiaries contributions deducted from the death benefit.

DISABILITY BENEFIT OR FOR REASON OF PERMANENT TOTAL INCAPACITY OR DISABILITY
- Benefit is equivalent to 100% of the amount standing to his credit under the books of the fund regardless of such member’s length of service, or the amount due him under the law, whichever is higher. The determination of permanent total incapacity or disability shall be made by the doctor to be designated by the participating employer and his judgment shall be final.

LIEN OF PARTICIPATING EMPLOYER
- The participating employer shall have the first lien upon the amount standing to the credit of its members to cover all liabilities of the member to the participating employer and all losses, cost and expenses which the Participating Employer may incur through his dishonesty, defalcation, theft or any other act.

TERMINATION OR PARTICIPATING EMPLOYER’S MEMBERSHIP IN THE PLAN
- Upon termination of membership, the total fund of participating employer (school/institution) will be transferred intact to a successor trustee or will be distributed proportionately among its members.

PORTABILITY OF BENEFITS
- Applicable only for members who have rendered less than 10 years of continuous service upon resignation/separation from his participating employer. However, if upon resignation or separation, the member has already rendered at least 10 years of continuous service with a participating employer or with two or more successive participating employers, he shall be paid the proportion of the amount standing to his credit according to the vesting provisions of the plan.
Appendix O

RETIREMENT BENEFITS (RA 7641)
Section 5

5.1. In the absence of an applicable employment contract, an employee who retires pursuant to the Act shall be entitled to retirement pay equivalent to at least one-half (1/2) month salary for every year of service, a fraction of at least six (6) months being considered as one whole year.

5.2. Components of One-half (1/2) Month Salary – for the purpose of determining the minimum retirement pay due an employee under this rule, the term one half month salary shall include all of the following:

a) Fifteen (15) days salary of the employee based on his latest salary rate. As used herein, the term “salary” includes all remunerations paid by an employer to his employers for services rendered during normal working days and hours, whether such payments are fixed or ascertained on a time, task, piece or commission basis, or other method of calculating the same, and includes the fair and reasonable value, as determined by the Secretary of Labor and Employment, of food, lodging or other facilities customarily furnished by the employer, to his employees. The term does not include cost of living allowance, profit sharing payments and other monetary benefits which are considered as a part of or integrated into the regular salary of the employees;

b) The cash equivalent of five (5) days of service incentive leaves.

c) One-twelfth of the 13th month pay due the employee;

d) All other benefits that the employer and employee may agree upon that should be included in the computation of the employee’s retirement pay.

Section 6. Exemption from Tax – The retirement pay provided in the Act may be exempted from tax if the requirements set by the Bureau of Internal Revenue under Sec. 2(b), item (1) of Revenue Regulations No. 12-86 dated August 1, 1986 are met, to wit:

“Pension, retirement and separation pay – pensions, retirement and separation pay constitute compensation subject to withholding tax, except the following:

Retirement benefits received by officials and employees of private firms under a reasonable private benefit plan maintained by the employer, if the following requirements are met:

➢ The benefit plan must be approved by the Bureau of Internal Revenue;
➢ The retiring official or employee must have been in the service of the same employer for at least ten (10) years and is not less than fifty (50) years of age at the time of retirement; and
➢ The retiring official or employee shall not have previously availed of the privilege under the retirement benefit plan of the same or another employer.”
Appendix P
POLICIES and GUIDELINES on IMPLEMENTING
The ANTI-SEXUAL HARASSMENT ACT of 1995

De La Salle-College of Saint Benilde shall protect and uphold the dignity and self-esteem of every member of the community. Thus, it considers any act of sexual harassment, exploitation, or intimidation on any of its students as a violation of the foregoing institutional policy and the Anti-Sexual Harassment Act of 1995.

Sexually-oriented acts or sex-based conduct has no place in the institution; accordingly, anyone who is found to have engaged in such conduct shall be made to bear the full responsibility for such unlawful conduct.

Pursuant to the provision of Section 4 (b) of the Anti-Sexual Harassment Act 1995, a Committee on Decorum and Investigation was created and permanently constituted, hereinafter called the Committee.

1. Committee on Decorum

   The Committee shall conduct meetings and orientation sessions with officers and employees, instructors, teachers, professors, trainers, coaches, trainees, or students to increase awareness and understanding of sexual harassment as penalized by law; take steps to prevent incidents of sexual harassment; and initiate and conduct investigations of violations of the Anti-Sexual Harassment Act of 1995 in general, any of the prohibited acts defined in these implementing policies and guidelines, in particular.

   1.1. Specific Powers and Functions of the Committee

   a. Conducts meeting and consultations with sectors of the academic community.
   b. Promulgates rules or guidelines as may be necessary for the effective implementation of the Anti-Sexual Harassment Act of 1995.
   c. Undertakes activities in information dissemination, consciousness raising and over-all better appreciation by the academic community of the issues relating to sexual harassment.
   d. Constitutes the proper sub-committee for the investigation and hearing of a sexual harassment case.
   e. Exercises other powers as may be necessary to effect the Act.

   1.2. Jurisdiction. The Committee shall have jurisdiction over:

   a. all employees, whether regular or probationary;
   b. all faculty, whether full-time or part-time;
   c. all other employees who have subsisting and executory employment contracts with the College, verbal or written; and
   d. all students.

   1.3. Composition

   a. Vice Chancellor for Academics, who will act as a chairperson
   b. Faculty Association (FA) President, representing the faculty
   c. Representative of the Administrative Staff/Support Staff
   d. Student Council President

   The Committee shall report to the President/Chancellor.
2. **Sub-Committee on Decorum**

   This is an ad hoc committee designated by the committee to investigate, hear, and decide on complaints alleging sexual harassment committed by any member of the community involving students.

2.1. **Composition.** In all hearings or proceedings, the sub-committee shall be presided over by the School Dean who may be assisted by a special counsel. The School Dean shall have control over all proceedings of the case. The members for a specific case may be as follows:

   a. Involving a student and an administrator: The President of the Student Council/Forum, a representative from the Administration, and a faculty representative.
   b. Involving a student and a faculty member: The President of the student Council/Forum, a representative from the Administration, and a faculty representative.
   c. Involving a student and a member of the staff: The President of the Student Council/Forum, a staff representative, and the HRD Manager.

2.2. **Powers and Specific Functions.** The sub-committee, in accordance with the policies and guidelines shall have the disposition on the proceedings and resolution of sexual harassment complaints. Taking into consideration confidentiality and respect for privacy, the sub-committee shall also ensure that the complaints shall not be subjected to further harassment or retaliation by the respondent. The following are the sub-committee’s specific functions:

   a. investigates, hears, and decides sexual harassment cases for which the committee has jurisdiction;
   b. summons or issues subpoenas and other necessary writs and processes and/or compels the appearance of all individuals under the jurisdiction of the College;
   c. renders the corresponding decision and appropriate penalty based on factual and administrative findings; and,
   d. exercises other powers deemed necessary to effect the Anti-Sexual Harassment Act of 1995.

2.3. **Acts constituting Sexual Harassment** are defined in Republic Act 7877, detailed in Appendix P of this Manual.

2.4. **Place or Condition of Commission.** Sexual Harassment may be committed on or off-campus in activities sanctioned by the College/School/Center/Office such as not limited to the following:

   2.4.1. College – initiated educational activities (both curricular and extra curricular); and
   2.4.2. Student-initiated social, cultural, and spiritual activities approved by the College or any representative thereof.
3. Types of Offenses

3.1 Forms of Prohibited Acts

3.1.1 Physical assault of a sexual nature, such as but not limited to:
   a. rape, sexual battery; molestation, or attempts to commit these assaults
      and;
   b. intentional physical conduct which is sexual in nature, such as touching,
      pinching, patting, grabbing, brushing against the victim’s body.

3.1.2 Unwanted sexual advances, propositions or other sexual comments, such
   as but not limited to:
   a. sexually-oriented gestures, noises, remarks, jokes, or comments about a person’s
      sexuality or sexual experiences directed at or made in the presence of the complainant
      who indicates or has indicated in any way that such conduct in his or her presence is
      unwelcome; and,
   b. preferential treatment or promise of preferential treatment to the complainant for
      submitting to sexual conduct, including soliciting or attempting to solicit any employee
      to engage in sexual activity for compensation or reward.

3.1.3 Subjecting or threats of subjecting, the complainant to unwelcome sexual
   attention or conduct or intentionally making performance of the complainant’s task’s more
   difficult because of the complainant’s refusal to accept the offender’s advances.

3.1.4 Overt sexual advances such as but not limited to request or demands for
   sexual favors (e.g. going on dates, outings, or the like for the same purpose).

3.1.5 Asking questions or giving comments with sexual undertones.

3.1.6 Sexually discriminatory displays or publications such as but not limited to:
   a. displaying pictures, posters, calendars, graffiti, objects, promotional or reading materials
      or any other material which are sexually suggestive, demeaning, or pornographic;
   b. bringing to the study environment or possessing any such material to read, display, or
      view;
   c. reading or otherwise publicizing, in the study environment, materials that are in any way
      sexually revealing, suggestive, demeaning, or pornographic;
   d. displaying signs or other materials for the purpose of discriminating or segregating the
      complainant by sex in the educational environment, including restrooms and similar
      semi-private lockers or changing rooms; and,
   e. communicating in whatever form any obscene or sexually suggestive or demeaning
      message.

3.1.7 Retaliation for sexual harassment complaints, such as but not limited to:
   a. disciplining, changing work assignments of, providing inaccurate work information to, or
      refusing to cooperate or discuss work or school matters with the complainant because he
      or she has complained about or resisted harassment, discrimination, or retaliation; and,
   b. intentionally pressuring, falsely denying, lying about or otherwise covering up or
      attempting to cover up conduct such as that described in any aforementioned item.
3.1.8 Other Acts. The aforementioned shall not be constructed as an all inclusive list of prohibited acts under these policies and guidelines.

4. Procedures

4.1. Complaint

Complaints must be in writing under oath, and filed with the Chair of the Committee by the aggrieved party (victim) or by any member of the community who has direct knowledge of the commission of the act accused of or by the College. In any event, the aggrieved party shall be the principal witness. The written complaint shall contain the following information:

4.1.1 subject of the complaint, the name of the person(s) against whom the complaint is filed;
4.1.2 a narrative report of the incident detailing all pertinent and relevant facts of the case; and,
4.1.3 sworn affidavit of witnesses, if any.

The respondent shall be notified by the Chair, in writing, of the complaint filed against him/her, together with a copy of the complainant attached, at least five (5) days prior to the scheduled hearing.

4.2. Answer

4.2.1. The respondent shall be required to answer the complaint in writing and under oath within three (3) days from receipt of the complaint.
4.2.2. Failure to file a response within the stipulated period shall be deemed a waiver of his/her right to do so and shall be taken as an admission of the act complained about.

4.3. Notice of Hearing

Notification and hearings are mandatory requirements in any adjudication involving sexual harassment. The case shall be scheduled for hearing whether or not the respondent files an answer. The corresponding notice of hearing shall be issued by the sub-committee to the parties.

4.4. Hearing

4.4.1. The right to administrative process of complainants and respondents shall be respected and safeguarded.
4.4.2. The Chair of the sub-committee shall exercise complete control over the proceedings at all stages.
4.4.3. The amount of evidence required adjudicating the complaint will be substantial evidence in accordance with law and jurisprudence. Evidence (testimonial or documentary) shall be limited to the allegation in the written complaint or answer.
4.4.4. The case shall be dismissed should the complainant fail to appear on the scheduled initial hearing despite notice. On the other hand, should the respondent fail to appear for the initial hearing despite due notice and without sufficient cause, this shall be put on record, and the hearing shall proceed ex-parte without prejudice to the respondent in subsequent hearings.
4.4.5. Any member of the sub-committee may propound questions to the parties concerned and their witness for clarifications.
4.4.6. Any party may avail himself/herself of a counsel or a lawyer. But it shall be the full responsibility of the parties to inform him/her of the schedule of the hearing. In any event, the Chair of the sub-committee shall exercise control of the proceedings of all stages and that parties involved, including their respective counsels, shall adhere strictly to the administrative rules. The Chair shall use every reasonable means to ascertain the facts objectively without regard to the technicalities of the law or procedure. The Chair and the members of the sub-committee may interpellate and raise clarificatory questions, but representative counsels for each party shall be discouraged from engaging in cross examinations. Parents of the parties present during the hearing shall be admitted as observers.

4.4.7. The sub-committee shall have the option of having complainants, respondents, and witness confront each other to determine the veracity of the complaint. However, this option shall be taken only when necessary to resolve the complaint.

4.4.8. Witnesses shall testify under oath.

4.4.9. Hearing shall be conducted on the scheduled dates. Postponements shall not be allowed except in meritorious cases.

4.4.10 Should the respondent fail to appear at the initial hearing after due notice and without sufficient cause, the absence will be noted. The sub-committee shall proceed to receive evidence for the complainant. In the event that no additional evidence is submitted, the sub-committee shall render judgment based on the merits of the evidence presented and admitted. In the event that additional evidence is submitted, the respondent shall be informed thereof and shall have the right to adduce evidence on his/her behalf.

4.5. Decision

4.5.1. The sub-committee shall make decisions regarding the complaint within five (5) working days from the time the hearing is terminated. In no case will the hearings extend beyond thirty (30) working days from its commencement, unless for extremely valid emergency reasons unanimously recognized by the sub-committee in an appropriate resolution.

4.5.2. The decision must be in writing, clearly stating the facts of the case, the law applicable, and the disposition of the complaint.

4.5.3. The decision must be approved and signed by at least a majority of the sub-committee members who heard the case. Dissenting members must briefly state the basis of their opinion.

4.5.4. Copies of the decision shall be submitted by the presiding officer of the sub-committee to the Chair of the Committee on Decorum within a reasonable period of time.

4.5.5. The Committee shall distribute copies of the resolution to the parties involved and furnish the President/Chancellor a copy.

4.5.5. Sanctions shall be determined according to the gravity of the case. Depending on the gravity of the offense committed, the applicable penalties in cases of proven sexual harassment may be as follows:
   a. severe reprimand
   b. suspension without pay, with prejudice to subsequent promotion, reclassification, and grant of permanent appointment; or,
   c. dismissal from the College upon clearance from the Department of Labor and Employment.

4.5.7. An individual’s first proven offense of assault or threat of assault, including assault of a sexual nature, shall result in dismissal.

4.5.8. The Commission of acts other than assault may result, if the circumstances warrant so, in non-disciplinary oral counseling, written warning, suspension, or discharge upon the first and/or second proven offense, depending upon the nature and severity of the misconduct.

4.5.9. Alleged retaliation against a complainant shall result in non-disciplinary oral counseling. However, any form of proven retaliation will result in suspension or discharge upon the first proven offense, depending on the nature and severity of the retaliatory acts, and discharge upon the second proven offense.
4.5.10. Even in cases where the applicable penalty appears harsh or incongruent to the offense or the offense or the circumstances surrounding it, the sub-committee will still impose the appropriate penalty under the rules. The committee, in said cases, may however recommend to the President / Chancellor that such imposed penalty be commuted or reduced according to their discretion.

4.6. Appeal

4.6.1. The party aggrieved by the decision of the sub-committee may file an appeal to the President / Chancellor through the Committee within five (5) working days from receipt of the decision.

4.6.2. The appeal of a decision does not delay the execution of the sanction meted out by said decision, unless the President / Chancellor in the exercise of his/her discretion, and considering the gravity of the offense and the circumstances of the case and/or the complainant, orders the suspension of the execution of the penalty until the appealed decision has been reached.

4.6.3. The decision shall become final and executory if the appeal is not received within the indicated period of time.

4.6.4. The President / Chancellor shall render a decision on the appeal within reasonable time from receipt of the records, or submission of the last required pleading, if any. Such decision will be immediately applicable, final, and executory.

4.7. Resort to the Courts

4.7.1. All complainants, respondents, and witnesses, upon submission to the jurisdiction of the Committee on Decorum and the Sub-Committee on Sexual Harassment, shall be bound to respect the proceedings therein and wait for final termination thereof, including appeal proceedings, before resorting to the courts.

4.7.2. Nothing herein, however, shall be interpreted, construed, or deemed to diminish the rights of the parties as provided by law.

4.8. Malicious Prosecution

4.8.1. While College is totally committed to safeguarding the rights of all members of the academic community against sexual harassment, it is also the policy of the College to protect the same members from any malicious accusations and prosecution involving alleged acts of sexual harassment which may, however, be in fact, baseless and even non-existent.

4.8.2. While recognizing that sexual harassment involves the use of power and authority by a superior against a subordinate, it must be conceded that the threat to accuse and prosecute another involving alleged sexual harassment, is also an instrument to wield power over another.

4.8.3. To deter malicious, vindictive, or baseless accusation and prosecution by one against another involving alleged acts of sexual harassment, the College shall:

a. require that all pleadings filed with the sub-committee be sworn to under oath and duly notarized;

b. endeavor to place the complainant, respondent, and witnesses under oath whenever asked to testify before the sub-committee; and

c. observe the demeanor of the complainants, respondents, and witnesses which may be an indication of their credibility, as well as the credibility of their claims and testimonies.
The Committee on Decorum shall promulgate the appropriate policies and guidelines respecting this matter and accordingly publish the same for the information and guidance of the entire academic community.