

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**SAINT LOUIS UNIVERSITY, INC.,  
(SLU)**

**AND**



**UNION OF FACULTY AND EMPLOYEES OF  
SAINT LOUIS UNIVERSITY (UFESLU)**

**2021-2026**





*Republic of the Philippines*  
DEPARTMENT OF LABOR AND EMPLOYMENT  
Cordillera Administrative Region  
Baguio-Benguet Field Office

**CERTIFICATE OF REGISTRATION OF CBA**

**Registration Certificate Number: ROCAR-BBFO-CBA-1-2022-002**

***KNOW ALL MEN BY THESE PRESENTS:***

*In view of the submission of material documents for registration pursuant to the provisions of Presidential Decree No. 442, as amended, and its Implementing Rules and Regulations, the Collective Bargaining Agreement entered into by and between:*

SAINT LOUIS UNIVERSITY, INC.

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*(Employer)*

*and*

UNION OF FACULTY AND EMPLOYEES OF SAINT LOUIS  
UNIVERSITY (UFESLU)

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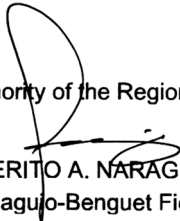
*(Union)*

*is hereby REGISTERED to serve as the basic covenant between the parties, which shall have the force and effect of law during the period of its effectivity from*  
08/01/21 *until* 07/31/26 *.*

January 19, 2022

**(Date)**

By Authority of the Regional Director:

  
EMERITO A. NARAG, PhD  
Head, Baguio-Benguet Field Office



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# PREAMBLE

## RP-CICM MISSION STATEMENT AND OBJECTIVES OF SAINT LOUIS UNIVERSITY



**S**aint Louis University is a Catholic institution of higher learning. It was founded by the CICM Philippine Province as one effective means of evangelization to be fully integrated with the Church's mission. At the heart of the Church's mission is education. "For a true education aims at the formation of the human person in the pursuit of his ultimate end and of the good of the societies of which, as man, he is a member, and in whose obligations, as an adult, he will share," (Vatican Council II, Declaration on Christian Education *Gravissimum Educationis*, no. 1). Therefore, SLU is called to participate in the Church's work of evangelization by realizing the educational apostolate of the CICM Philippine Province.

### A. The RP-CICM Vision and Mission

#### CICM Philippines – Provincial Mission Statement

"We - the CICM Philippine Province, an international community of religious missionaries dedicated to the Incarnate Word under the patronage of the Immaculate Heart of Mary, with the inspiration of Théophile Verbist and his companions, and sent to the nations particularly to where we are most needed - commit ourselves to proclaim Christ and foster the missionary consciousness of the local church through our joyful and prophetic witness, and to keep alive a pioneering spirit in our involvements."

Rooted in its commitment to provide a Catholic education, the CICM Philippine Province espouses the following vision and mission for its educational institutions:

1. It envisions an integral human formation of the youth who will become mature Christians and active members of the Church. This integral human formation is directed towards a Christian

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development of knowledge, skills and attitudes which are geared towards service in Church and in society by witnessing to the values of God's reign.

2. CICM schools are committed to instruction, to research, and to community service. Such activities are oriented towards the promotion of human dignity and happiness which leads to the development of the total person who is able to take up one's responsibilities in the Church and in the world.
3. CICM schools promote a sound outlook on self, on others, on the environment, and on God, where such attitude changes the goal of every human activity and distinguishes the CICM educational institution from any other educational system.
4. Every CICM educational institution lives up to its missionary identity. Members of the school community are fully aware of their responsibility to reach out to the marginalized and to discover with them the impact of the Gospel on social reality, on justice, and on solidarity. Likewise, they are conscious of their responsibility to dialogue with separated brothers and sisters and to establish trustworthy relations with them because there is only one Gospel, one Lord, and one Father of all.
5. Inspired and compelled by the message and example of Jesus, the every CICM educational institution is called to give special attention to the oppressed, the abandoned and the socially excluded.

## **B. The Vision-Mission of the University**

"We envision Saint Louis University as an excellent missionary and transformative educational institution zealous in developing locally responsive, globally competitive, and empowered human resources who are creative, competent, socially involved, and imbued with Christian spirit."

## **C. SLU General Objectives and Basic Principles**

Saint Louis University derives its general and specific objectives from the CICM Philippine Province mission statement and objectives on its educational apostolate, and the national development goals and educational aims of the Philippines.



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As a Catholic educational institution, Saint Louis University is conscious of the significant role it must assume so as to contribute to the development of the Philippines. Therefore, even as it is committed to CICM Philippines' vision and mission for its educational institutions, Saint Louis University is also committed to the national goals and educational aims of the Philippines.

Hence, Saint Louis University aims:

1. To provide moral and intellectual training in a Christian atmosphere which will promote a value system founded on human rights, on upright living, and on the origin, dignity, and destiny of men and women; to stand witness to the presence of Christ in the contemporary world by itself being characterized by institutional and personal commitment to fundamental truths and principles;
2. To contribute to national development by educating the youth for intelligent, efficient, creative, and responsible utilization of their skills and professions, providing thereby the necessary and enlightened leadership in the various fields of human social development;
3. To be the seat of intellectual dedication, constantly seeking and opening up new horizons of knowledge, with the end in view of ensuring the positive application of the varied potentialities and capabilities of men and women in response to the needs of contemporary society and forming principled and committed persons engaged in the pursuit of collective spiritual and material well-being; and
4. To make itself, in conjunction with other social institutions, a more dynamic and accessible instrument for promoting equality, justice, and social consciousness; to make itself a real and effective mechanism for the advancement of equality of opportunity among men and women, thus serving to remove prejudicial forces that impede harmonious local, national, and international life.

**Core Strategy:**

Transforming persons and communities through mission and excellence.

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## **Institutional Development Goals:**

Consistent with the strategic directions of the University, strengthening the CICM mission and identity, ensuring quality Catholic education, and revitalizing SLU's commitment to society, the University shall ensure that the following strategic objectives are achieved:

1. University meets Catholic standards for education
2. Christian Formation is enriched
3. Meet national and international Accreditation for education
4. Forge collaboration with Catholic Universities and organizations
5. Social involvement affirms missionary identity

## **Flagship Programs:**

The different components of the SLU strategic framework is grounded on the SLU CICM mission spirituality. The general strategies and programs are grouped along the following anchored on the key result areas:

1. Curriculum and Instruction. Curriculum and Instruction ensures that the University focuses on the delivery of a relevant, responsive, and effective higher and basic education curriculum anchored on the SLU CICM mission and identity.
2. Learning Environment Support System. An approach to conveying teaching and learning activities. This initiative is designed to promote systematic thinking regarding the delivery of higher and basic education, to improve learning outcomes and to increase return on instruction investments.
3. Faculty Support System. The faculty support structure within the program is an ever-evolving organism designed to meet the emerging needs of faculty in the face of educational change.
4. Student Support System. The system provides the process and procedures for schools to address and improve student achievement. It includes a full range of interventions, programs, supports and/or services of a continuum of integrated and proactive supports to improve student's academic and behavioral performance within and beyond classroom instruction.

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5. Stakeholders' Engagement. Engagement covers the full range of the University's effort to understand and involve stakeholders in its activities and decisions. Engagement can help SLU improving transparency and building the trust of the individuals or groups whose support is critical to SLU's long-term success, to sparking the innovation and organizational change needed to meet new challenges and opportunities.
  6. School Leadership. Educational leaders play a pivotal role in affecting the climate, attitude and reputation of the University. They are the cornerstone on which learning communities function and grow. With successful school leadership, schools become effective incubators of learning, places where students are not only educated but empowered, nurtured and encouraged.

#### **D. Quality Policy Statement**

The Quality Policy Statement is displayed openly and broadcasted in the morning before the start of work as a clear reminder of the institution's focus and commitment.

The Quality Policy Statement is as follows:

"We are committed to developing locally responsive, globally competitive, and empowered human resources who are creative, competent, socially involved, and imbued with Christian spirit.

We, in partnership with our stakeholders, are committed to continually improving the effectiveness of our quality management system in meeting all applicable requirements towards the utmost satisfaction of our valued customers."

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## **UNION OF FACULTY AND EMPLOYEES OF SAINT LOUIS UNIVERSITY (UFESLU)**

### **FRAMEWORK OF PRINCIPLES AND DECLARATION OF OBJECTIVES**

#### **A. Prefatory Statement**

UFESLU was formally born on July 15, 1987 when it was issued its Certificate of Registration by the Bureau of Labor Relations. It was the child of selfless labor by a group of dedicated workers who, aware of the need to initiate reforms and to keep abreast with the changing times as well as inspired by the Church magisterium on social justice and peace, decided that man is the master of his destiny and that man himself shapes the course of the future. UFESLU is fittingly the employees' invaluable gift to the University as it celebrated its 75th anniversary. There shall be no more turning back.

#### **B. Framework of Principles**

UFESLU, aware of its role, affirms that:

1. Unionism is not adverse to the objectives of a Christian educational institution, the latter having committed itself to the preaching of Christ's message of justice, peace and solidarity;
2. Man's labor is an honorable dimension of human dignity and lends greater meaning to the Biblical mandate to develop and subdue the earth;
3. The protection of the rights of labor proceeds primarily from a moral fountainhead, namely, that the fruits of labor are testimony to the willingness of man to be a partner with God in the ongoing humanization of the world and that this partnership can be engendered if the dignity of the laborer and the efficacy of his work are amply protected;
4. The social encyclicals of the Church on labor provide the theological framework within which true labor unionism

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discovers the impetus to strive to transcend the minimum demands of labor legislation and endeavor to improve the condition of labor, mindful of its responsibility to respect the rights of those who may be unduly prejudiced;

5. True labor unionism cannot divorce itself from the historical yearning of the Filipino people for self-determination and self-rule. No less than the UN Declaration of Human Rights sanctions this fundamental human aspiration which finds its roots ultimately in the Christian ideal of justice. As such, the evolution of an indigenous leadership inspired by the Filipino's search for self-actualization and motivated by a deep love for his own people forms an integral and important part of a genuinely pro-Filipino labor unionism.

### **C. Declaration of Objectives**

Towards these ends, UFESLU as the first-ever labor union in Saint Louis University, Baguio City, commits itself to the pursuit and realization of the following:

1. To establish an organization that will represent the faculty and employees of Saint Louis University in collective bargaining with respect to salaries, wages, hours of work and other terms and conditions of employment;
2. To promote the moral, social, and economic well-being of all the members;
3. To protect and uphold the individual and collective rights of all the members;
4. To foster harmonious and progressive labor management relations;
5. To strive for the adoption of legislation, policies, and other measures that will promote the economic, social and general well-being of all the members in particular, and all working class members in general;

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6. To promote the enlightenment of all members with regard to their rights and obligations as union members and as employees, the present labor relations systems, the existing Collective Bargaining Agreement (CBA), and all other matters that directly and indirectly affect them; and,
  7. To work for the promotion of pro-labor policies and people empowerment and to transform itself into a more dynamic organization taking concrete positions on local, national, and even international concerns.

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## COLLECTIVE BARGAINING AGREEMENT

This **COLLECTIVE BARGAINING AGREEMENT** made and entered into by and between

**SAINT LOUIS UNIVERSITY, INC., (SLU)**, a duly registered educational non-stock, non-profit corporation, with business address at A. Bonifacio Street, Baguio City, Philippines, and represented in this Agreement by its President, **REV. FR. GILBERT B. SALES, CICM**, hereinafter referred to as the **UNIVERSITY**

and

The **UNION OF FACULTY AND EMPLOYEES OF SAINT LOUIS UNIVERSITY (UFESLU)**, a legitimate labor union duly registered with the Bureau of Labor Relations, Department of Labor and Employment (DOLE), under Certificate of Registration No. 11196-LC and with office and business address at Diego Silang Building, Saint Louis University, A. Bonifacio Street, Baguio City, Philippines, represented in this Agreement by its President, **MR. RONALD P. TAGGAOA**, hereinafter referred to as the **UNION**

### WITNESSETH:

*WHEREAS*, the **UNION** has shown to the satisfaction of the **UNIVERSITY** that it represents the majority of all the teaching and non-teaching employees of Saint Louis University;

*WHEREAS*, the **UNIVERSITY** recognizes the **UNION** as the sole and exclusive collective bargaining agent or representative of all teaching and non-teaching employees of the institution;

*WHEREAS*, it is the general purpose of this Agreement to promote the mutual interests of the parties and to provide for the efficient and effective operation of the **UNIVERSITY's** functions, affairs, and responsibilities toward the maximum realization of the **UNIVERSITY's** mission and objectives embodying academic excellence, professional training, and social awareness, under Christian inspiration and within the framework of mutual understanding and respect for each other's rights and responsibilities;

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*WHEREAS*, this Agreement seeks to promote orderly, harmonious, and peaceful relations between the parties, among the teaching and non-teaching employees, and with due regard to existing labor legislation and the welfare of the students of the **UNIVERSITY**;

*WHEREAS*, the **UNION** pledges its full cooperation and assistance to the **UNIVERSITY** in fostering discipline, efficiency, commitment, and devotion to duty of the teaching and non-teaching employees to achieve uninterrupted operations in the **UNIVERSITY** and to sustain the highest level of employee performance consistent with the mission and objectives of the **UNIVERSITY**, the Philippine Constitution, the Labor Code, as amended, and the issuances by the Commission on Higher Education and the Department of Education;

*WHEREAS*, for clarity and easy reference but without violating the principle of non-diminution of benefits to labor, the new CBA incorporates all the provisions of the Collective Bargaining Agreements including those agreements during the midterm negotiations which are not repealed, changed, altered, amended, or otherwise modified by the subsequent stipulations under this same CBA; and,

*WHEREAS*, the Parties to this Agreement bind themselves to the principle also that any and all existing pertinent laws, rules and regulations shall be and are hereby made integral parts of this Agreement;

*NOW, THEREFORE*, for and in consideration of the foregoing premises, principles, intents, and purposes, as well as the covenants, undertakings, terms, and conditions herein set forth, the parties hereto, the **UNIVERSITY** and the **UNION**, do hereby mutually agree as follows, to wit:



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## **ARTICLE 1**

### **UNION RECOGNITION**

**Section 1.1.** During the effectivity of this Agreement, the **UNIVERSITY** recognizes the **UNION** as the sole and exclusive bargaining representative of all teaching and non-teaching employees within the appropriate unit as defined herein.

**Section 1.2** Appropriate Bargaining Unit - The appropriate bargaining unit covered by this Agreement consists of all teaching and non-teaching employees hired by the **UNIVERSITY**, except as excluded and otherwise provided for in this Agreement.

**Section 1.3.** Exclusion - It is understood that the following are excluded from the bargaining unit and are, therefore, outside the scope of this Agreement:

- (1) Board of Trustees and Officers;
- (2) Corporators;
- (3) Priests and/or Religious;
- (4) Vice Presidents;
- (5) Deans and Associate Deans
- (6) Executive Assistant to the President;
- (7) Registrar, Human Resource Department Director and Assistant Director, Hospital Medical Director, and Director for Legal Affairs;
- (8) Internal Auditor;
- (9) Assistant Treasurers and Chief Accountant;
- (10) Principals and Assistant Principals;
- (11) Academic and Administrative Directors and Assistant Directors, (External Relations, Media, Communications and Alumni Affairs Office, Technology Management and Development Department, University Libraries, Campus Planning, Maintenance, and Security Department, Center for Campus Ministry, Guidance Center, and Community Extension and Outreach Programs Office);
- (12) Heads of Administrative Offices of the University (Center for Culture and the Arts, Medical and Dental Clinic, Sunflower Child and Youth Wellness Center, Printing Operations Office), and Assistant Head of Sunflower Child and Youth Wellness

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- Center;
- (13) Network Administrator, Systems Administrator, Database Administrator, Junior Network Administrator and Data Processing Supervisor of the University and IT Support in the SLU Hospital of the Sacred Heart;
  - (14) Chief of Clinics, Assistant Chief of Clinics, Chair of the Medical Departments, SLU Hospital of the Sacred Heart: Surgery, OB-Gynecology, Medicine, Pediatrics, Radiology, Continuing Medical Education and Training, and Laboratory, Heads: Anesthesia, Pathology and Laboratory Medicine, OPD, Psychiatry, Rehabilitation Medicine, Otorhinolaryngology, and Ophthalmology, and Training Officer of each Department
  - (15) Heads of Administrative Offices in the SLU Hospital of the Sacred Heart: Chief Nurse, Assistant to the Chief Nurse for Administration, Assistant to the Chief Nurse for Education and Training, Chief Dietician, Chief Pharmacist, Chief Physical Therapist, Chief Radiologic Technologist, Chief Respiratory Therapist, Nurse Supervisors, Head and Assistant Head of Finance Department, Head of Hospital Information Management Department, Head of Information and Admissions Office, Head of Medical Records, Supervising Medical Technologist, and Supervisors for Linen and Laundry Department, and Housekeeping and Maintenance Department;
  - (16) Internal Audit Staff;
  - (17) Accountants;
  - (18) Accounting Clerk In-Charge of Financial Analysis, Cashier in the University, and Purchasing Assistants;
  - (19) Hospital Administrative Assistant, Senior Accounting Clerks Primarily In-Charge of Cash Collections in the University and A/R Supervisors, and the Senior Accounting Clerk Primarily In-Charge of PhilHealth in the Hospital;
  - (20) Finance Assistants in the University and in the Hospital;
  - (21) HRD Assistants;
  - (22) Institutional Development and Quality Assurance Officer, Asset Management and Inventory Control Officer, Safety Officer;
  - (23) Center Technical Assistant, Quality Assurance Assistant;
  - (24) Public Relations and Publications Assistant, Alumni Affairs Coordinator, and Advocacy Program Coordinator;
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- (25) School Physicians and Dentists of the Laboratory Elementary and High Schools, and in the University;
  - (26) School Registrars of the Laboratory Elementary and High Schools, Assistant School Registrar of High School;
  - (27) Residence Halls Directors (if exclusively directors; but if with teaching position, they are members of the bargaining unit);
  - (28) Confidential Secretaries of the President, Vice Presidents, Corporate Treasurer, Director for Legal Affairs, Human Resource Department Director, Chief Accountant and Assistant Treasurers;
  - (29) Head Secretaries of School Deans, the Registrar, the LES and LHS Principals, and the Nursing Service Department;
  - (30) Liaison Officer for Outsourced Services, Janitorial Supervisors, and Facilities and Maintenance Supervisor;
  - (31) Clerk and Aide, President's Office;
  - (32) Clerk, Office for Legal Affairs;
  - (33) Medical Residents and Interns;
  - (34) Working Students;
  - (35) Security Guards and Security Personnel;
  - (36) All Other Employees under Groups V and VI, as embodied in the Administrative and Service Personnel Handbook, and other employees which, in the determination of the SLU Administration, are occupying positions which are holding confidential information. *(Amended)*

**Section 1.4.** Should any teaching or non-teaching employee who belongs to the bargaining unit be promoted, transferred, or appointed to any of the excluded positions herein before mentioned, he/she shall be automatically excluded from the bargaining unit; in case of reversion of the same to a non-excluded position, such an employee shall automatically become a member of the **UNION**. The **UNION** shall be notified in writing by the **UNIVERSITY** within thirty (30) calendar days from the date when change is effected.

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## **ARTICLE 2**

### **UNION SECURITY AND CHECK OFF**

**Section 2.1.** Modified Close Shop – Membership is not a pre-employment condition. All new employees shall become members of the **UNION** as a condition for their continued employment.

**Section 2.2.** Employees in the bargaining unit who are members of the **UNION**, present employees who may become members of the **UNION** and new employees hired by the **UNIVERSITY** during the life of this CBA whose membership in the **UNION** is a condition to their continuous employment in the **UNIVERSITY**, must maintain their membership in good standing in the **UNION** as defined by the **UNION**'s Constitution and By-Laws and promulgated by the officers of the **UNION**.

**Section 2.3.** Should a member of the UFESLU lose his status as a member in good standing in the **UNION**, the **UNIVERSITY** may terminate his employment upon request or recommendation of the **UNION** subject to Section 2.4 hereof.

**Section 2.4.** The **UNION** agrees to indemnify and hold the **UNIVERSITY** harmless from any and all losses, damages, and expenses by reason of any liability under any law imposed upon the **UNIVERSITY** and that arising from or as a consequence of this Article. Upon receipt of notice by the **UNIVERSITY** that a claim has been instituted by reason of such dismissal, the **UNIVERSITY** shall notify the **UNION**. The **UNION** shall join the **UNIVERSITY** in any litigation or action in all such claims. If the **UNIVERSITY** is made to pay any claim against it, the **UNION** shall reimburse the **UNIVERSITY** the amount paid. However, the **UNIVERSITY** may set off such reimbursable amount against any money in the possession of the **UNIVERSITY** payable to the **UNION** out of authorized payroll deductions. Employees who resign from the **UNIVERSITY** are deemed likewise resigned from the **UNION**.

**Section 2.5.** The Union shall be promptly notified by the Human Resource Department of the names of Union members who have tendered their resignation letters.

**Section 2.6.** During the sixty-day (60) freedom period prior to the expiry date of this Agreement, Sections 2.2 and 2.3 hereof shall be suspended

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in their application and enforcement but these provisions shall be enforceable automatically after the lapse of the said freedom period.

**Section 2.7.** The **UNIVERSITY** shall check off the following:

- (a) **UNION** dues in accordance with the Constitution and By-Laws of the **UNION** as amended, from wages of every employee who is a member of the **UNION**;
- (b) Reasonable special assessments from wages of every employee who is a member of the **UNION** and such other assessments imposed for an undertaking or activity which the **UNION** is obliged to do or undertake under the Labor Code as amended;
- (c) Agency fees equivalent to **UNION** dues paid by **UNION** members in accordance with the **UNION**'s Constitution and By-laws as amended, from wages of employees who are not members of the **UNION**.

The **UNIVERSITY** upon request duly made by the **UNION** for the life of this Agreement shall make payroll deductions for the fees stated above.

**Section 2.8.**

- (a) The **UNION** shall furnish the **UNIVERSITY** within fifteen (15) days from the date of ratification of this Agreement, the list of all teaching and non-teaching employees who are members of the **UNION** certified by the **UNION** Secretary and attested by the **UNION** President.
- (b) The **UNIVERSITY** shall furnish the **UNION** within thirty (30) calendar days from the date of ratification of this Agreement, the list of all the teaching and non-teaching employees agreed upon as excluded from the bargaining unit.

**Section 2.9.** No check off shall be made on employees during such period when they do not earn. Provided, however, that when members of the **UNION** go on leave without pay, the check off for unpaid dues and other fees to the **UNION** which have accrued shall be collected upon written advice of the **UNION** when the **UNION** member returns to the **UNIVERSITY**.

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**Section 2.10.** After payroll deductions shall have been turned over to the authorized officer of the **UNION**, the **UNIVERSITY** assumes no responsibility thereafter. Together with the check, the list of employees who have been charged the fees shall be provided the **UNION**.

**Section 2.11.** Upon the signing of this Agreement, the **UNION** shall inform the **UNIVERSITY** in writing of the names of all the **UNION** officers who have the responsibility and authority to enforce, on behalf of the **UNION**, the provisions of this Agreement. The **UNION** shall also inform the **UNIVERSITY** in writing within five (5) working days of any change in its officers and the names of the replacements.

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## **ARTICLE 3**

### **RESPONSIBILITIES OF THE PARTIES**

**Section 3.1.** Each of the parties hereto acknowledges the rights and responsibilities of the other, and agrees to discharge its responsibilities under this Agreement. The **UNION**, its officers and representatives of all levels, are bound to observe the provisions of this Agreement. Likewise, the **UNIVERSITY**, its officers and representatives of all levels, are bound to observe the provisions of this Agreement.

**Section 3.2.** The parties agree that there shall be no discrimination, interference, or coercion towards the non-teaching employees either by reason of membership or non-membership in the **UNION**.

**Section 3.3.** All grievances which may arise from the interpretation and/or implementation of the provisions of the Agreement shall be settled according to the provisions of Article 15 (Grievance Machinery), except that Article 4 (Management Rights and Prerogatives) shall not be subject to grievance procedure, unless the exercise thereof is in violation of the Philippine Constitution, law, applicable jurisprudence, and this CBA.

**Section 3.4.** The parties agree to exercise utmost cooperation and assistance and exert their best efforts in seeing to it that academic schedules and affairs of the **UNIVERSITY** are carried out faithfully and without inconvenience to the student body and to the general public. Thus, the **UNION** and its members will not engage in any activity that will in any manner cause, encourage, or support any disruption, boycott, or stoppage of classes by students.

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## **ARTICLE 4**

### **MANAGEMENT RIGHTS AND PREROGATIVES**

**Section 4.1.** In general, the **UNIVERSITY** has the right to exercise the inherent and customary prerogatives and functions of managing an educational institution.

**Section 4.2.** The **UNIVERSITY** shall have the exclusive control in the management and direction of all its teaching and non-teaching employees including, but not limited to, the right to hire, pay, transfer and promote; the right to suspend, dismiss, lay-off, or take disciplinary action against any of such employees for just cause but only after due hearing as per rules and regulations contained in the College, High School, and Elementary Faculty/Teacher's Handbook, Administrative and Service Personnel Handbook of Saint Louis University, Code of Discipline for Employees, Sexual Harassment Manual, Data Privacy Manual, and the SLU Hospital of the Sacred Heart Manual on Personnel Policies; the right to allocate the teaching load of any teaching employee; the right to prescribe reasonable rules and regulations in the pursuit of its goals and objectives; the right to determine capacity, fitness, efficiency, and/or academic proficiency of any of its teaching and non-teaching employees for the position or job to which he has been assigned; and the right to assess the relative performance of the individual employee.

**Section 4.3.** The **UNIVERSITY** shall have the exclusive right to administer educational services to students, which includes, but are not limited to, the right to prescribe curricula; determine content and coverage of subjects; impose appropriate methods of instruction; dissolve classes or courses and/or lay-off teaching employees where enrolment does not warrant continuance of a class or course; close any of its departments or divisions when circumstances so warrant; determine the number, extent, and location of its educational facilities or complexes, including libraries, laboratories, athletic facilities, and other services; and discipline students in accordance with the Manual of Regulations for Private Schools and/or Manual of Regulations for Private Higher Education, SLU Student/Pupil Handbooks for College, High School, and Elementary and amendments or revisions thereto.



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#### **Section 4.4.**

- (a) It is the prerogative of the **UNIVERSITY** to administer, implement, and award the retirement plan. However, the **UNIVERSITY** shall furnish **UNION** copies of the computation of retirement benefits of retiring employees in the bargaining unit.
- (b) **Union** notes the decision of the SLU Administration that retirement pay is 130% of the latest monthly salary effective with the retirees of May 2011.

**Section 4.5.** The **UNIVERSITY** retains the prerogative, after due notice, to call meetings of teaching and non-teaching employees through the academic deans, department heads, and supervisors, and require the participation of the employees concerned in these meetings and **UNIVERSITY**-wide affairs, like the **UNIVERSITY** Days, Baccalaureate services, Graduation exercises, Recollections, Academic Sessions, and other **UNIVERSITY**-sponsored staff development activities.

**Section 4.6.** Teaching employees in the LES and LHS, after due notice, shall be required to report in school four (4) full days during the short term break to work on the following:

- (a) upgrading and improvement of their respective learning areas;
- (b) Curricular preparations like subject area plantilla improvement, learning area development for teaching employees and pupils/students, and the like.

**Section 4.7.** Teaching employees in the LES and LHS, after due notice, can be requested on a voluntary basis to report to school on a Saturday during the academic year for special activities; provided that their absence or presence therein shall not be used for evaluation purposes.

**Section 4.8.** This Agreement shall in no way limit the right of the **UNIVERSITY** to extend the benefits herein to any or all teaching and non-teaching employees mentioned in the excluded list under Section 1.3 of Article 1.

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## **ARTICLE 5**

### **UNION RIGHTS AND PREROGATIVES**

**Section 5.1.** The **UNION** shall have the right to exercise the prerogatives of a legitimate labor organization as provided for under the Philippine Constitution, the Labor Code of the Philippines as amended, CHED and DepEd rules and regulations and other government issuances that affect labor.

**Section 5.2.** As a matter of right, the **UNION** shall proceed and carry out its programs and activities for the general good and welfare of labor.

**Section 5.3.** The **UNION** expects that the **UNIVERSITY** agrees to extend its cooperation and assistance and exert its best efforts in seeing to it that the provisions of this Agreement are carried out faithfully and without prejudice to the legitimate rights and interests of the **UNION** and its members.

**Section 5.4.**

- (a) The **UNION** shall have the right and privilege to administer all members' death aid programs including the authority to determine, from time to time, who shall be covered and the legitimate beneficiaries thereof.
- (b) The death aid benefits shall be immediately released to the beneficiary provided that the substantive and procedural requirements are fully complied with.

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## **ARTICLE 6**

### **UNION OFFICE AND FACILITIES**

**Section 6.1.** The **UNIVERSITY** shall provide, for free, an office to the **UNION** and the equipment and furniture found therein shall be considered on loan to the **UNION**. Any additional equipment and furniture shall be for the account of the **UNION**, as these will be **UNION** property.

**Section 6.2.** The **UNIVERSITY** shall enforce the standards of law with regard to the installation of safety devices in all sectors of the **UNIVERSITY** especially in the following sectors:

- (a) Carpentry and Maintenance;
- (b) Janitorial Services;
- (c) Technical and Clinical Laboratories;
- (d) Kitchens (Canteens and Residence Halls);
- (e) Dietary, Laundry (SLUHSH);
- (f) X-Ray Department;
- (g) Printing Operations Office;
- (h) Laboratories (Soils, Chemical, etc.); and
- (i) Such other departments which are similarly situated and which may be created.

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## **ARTICLE 7**

### **TENURE AND PROMOTIONS**

**Section 7.1.** The period of probation to be accorded to non-teaching employees shall be five (5) months; after rendering five months of satisfactory service, if not terminated, said employees are deemed permanent.

**Section 7.2.** The period of probation for full-time teaching employees shall be as follows:

- (a) College ..... four (4) consecutive semesters
- (b) Senior High School ..... four (4) consecutive semesters
- (c) Junior High School .....two (2) consecutive academic years
- (d) Elementary .....two (2) consecutive academic years

After rendering the aforementioned years of satisfactory service and were not disciplined administratively, unless terminated, said employees shall be deemed permanent.

**Section 7.3.** Contractual college teaching employees who have served at least six (6) consecutive semesters shall be given probationary status, provided that:

- (a) The teaching employees are qualified under existing rules and regulations, such as, but not limited to, the MORPHE, CMOs, among others;
- (b) There is determination of sustainability of full load for the coming semesters;
- (c) There is due consideration of the results from the ranking system used for loading; and
- (d) The teaching employees have not been disciplined administratively. *(New)*

**Section 7.4.** For teaching employees, promotion defined as the yearly moving up of one year in the SLU Rating Scale for Teaching Employees, is not automatic, but shall depend upon the efficiency reports and recommendations from the Academic Deans and the Department Heads/ Coordinators, and the evaluations of the college teaching employees' performances by the students using the evaluation scheme with the

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following distribution:

Dean's Evaluation .....	30 points
Department Head's/ Coordinator's Evaluation .....	35 points
Students' Evaluation .....	35 points

Student answer sheets shall be initialed by the Department Head/Coordinator and any complaint thereof shall be reduced in writing, to be submitted to any member of the Promotions Committee not later than thirty (30) calendar days from receipt by the teaching employee concerned of his/her evaluation summaries from the Dean's office. Otherwise, the results of the evaluation are deemed final. (*Amended*)

**Section 7.5.** The tabulation of student evaluation of teaching employees is to be done using a computer scanner.

**Section 7.6.** Submission of student final grades by college teaching employees shall be within five (5) working days after each examination during the regular semester and three (3) working days after each examination during the short term. Any late submission shall subject the teaching employee to two (2) points deduction from his/her evaluation prorated according to the number of subjects of late submission in relation to the number of subjects taught for each semester.

**Section 7.7.**

- (a) The initial appointment of a Department Head/Coordinator is one (1) year. This appointment may be renewed for a maximum of two (2) terms of one (1) year each provided that the Department Head/Coordinator passes the evaluation.
- (b) The policy on rotation of headship for academic departments shall be strictly observed; provided that candidates/recommendees possess the basic qualifications for and are willing to assume the position; otherwise the University shall exercise its prerogatives.

**Section 7.8.** The Academic Department Head/Coordinator shall be evaluated by the teaching employees in his/her department and by the

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Dean using the existing evaluation scheme with the following distribution:

Dean’s Evaluation .....	50 points
Teaching Employees’ Evaluation.....	50 points

An evaluation result of at least eighty-eight (88) points shall be the basis of recommendation for renewal of his/her appointment as Department Head/Coordinator.

However, the instrument used for the Teaching Employees’ Evaluation of their Department Head/Coordinator shall be subjected to thorough review.

**Section 7.9.**

- (a) For non-teaching employees, promotion, defined as an upward reclassification of an employee to a position with a corresponding increase in responsibilities, or skills required, and salary, is not automatic but shall depend upon the evaluation of the Head of Office.
- (b) All performance incentive pay earned prior to AY 2020-2021 shall continue to be paid as per existing practice.

Starting AY 2020-2021, the performance incentive pay, which is computed based on thirteen (13) months, shall be paid only as a one-time incentive following the current annual performance evaluation results. It is understood that the incentive will not be accumulated and carried over to the succeeding years. The schedule of payment will follow the applicable current annual rate and to be implemented not later than October of the applicable academic year. *(Amended)*

**Section 7.10.**

- (a) In accordance with existing **UNIVERSITY** policies, any daily paid administrative employee who obtains a bachelor’s degree shall be reclassified to monthly paid on the month following the submission of proof of requirements.

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- (b) Non-teaching employees who applied and are qualified for another non-teaching position shall still undergo the required probationary period with the salary attached to such status in the new position; provided that they retain their security of tenure in their former position contemporaneous with the probationary period in their new position; provided finally, that the consequent vacancy shall be filled-in in the meantime by contractual employees as needed.

**Section 7.11.**

- (a) All things equal with respect to employment qualifications, the contractual employees shall be given priority in case a regular position is available.
- (b) The dependents of employees shall be treated similarly and afforded equal employment opportunities as with other applicants for any job openings in the University.

**Section 7.12.** As far as practicable, in accordance with the standards for qualifications, academic department heads/coordinators, and non-academic and non-managerial department/section heads or supervisors shall be designated from the rank and file plantilla.

**Section 7.13.** The **UNION** shall have two (2) representatives in the Committee on Academic Ranking & Promotions.

**Section 7.14.** The **UNION** shall have two (2) representatives in the Committee on Promotions for Non-Teaching Personnel on observer status.

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## **ARTICLE 8**

### **TEACHING LOAD**

**Section 8.1.** The assignment of teaching load during regular and short terms shall be made on the basis of merit (qualification), competence (evaluation), and seniority (years of service), and part-time teaching employees shall not be hired except in meritorious cases and only if permanent teaching employees shall have full load. The **UNIVERSITY** reserves the right to determine the meritorious cases where part-time teaching employees are concerned.

**Section 8.2.** Vacancies in teaching positions in the undergraduate level shall be filled up in the following manner:

- (a) The teaching load shall first be offered to qualified teaching employees in the school or department concerned;
- (b) Should those in letter (a) decline, or where none can be found, the load shall be offered to teaching employees in the other schools;
- (c) Should those in letter (b) decline or where none can be found, non-teaching employees who are qualified shall be offered the load;
- (d) In the event that there are no willing employees mentioned in letter (c) then the **UNIVERSITY** shall hire new employees.

**Section 8.3.** Teaching employees with at least one (1) year college teaching experience who obtains an evaluation rating of at least four (4) points above his/her faculty promotional scale shall be allowed to enroll as a student provided that the maximum combined teaching and student loads shall be thirty-three (33) units. The maximum combined teaching and student loads of thirty-three (33) units shall likewise apply to teaching employees at the elementary and high school levels.

**Section 8.4.** Managerial employees may or may not be given a teaching load. The prerogative of the University President as to who among the non-teaching personnel shall be given a teaching load shall be respected.



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**Section 8.5.** The assignment/teaching loads in the undergraduate, secondary, and elementary levels to be considered full load shall be:

- (a) For Elementary ..... 40 hours/week

The Homeroom Advisers of the SLU Laboratory Elementary School, including the kindergarten homeroom adviser, shall, in consideration of the supervision of the pupils being rendered by them during the lunch break of school days, be given each an additional honorarium of One Thousand Pesos (Php1,000.00) per month [for ten (10) months in a year] which will form part of their regular monthly homeroom advisorship pay. This provision was effective August 2016.

- (b) For Secondary, under the following guidelines:

- i. As a general rule, a full-load classroom teacher shall be assigned a 24-hour teaching load per week in accordance with his/her field of specialization.
- ii. A teaching overload may be given but not to exceed twenty-eight (28) paid teaching hours. This is inclusive of actual teaching hours and additional advisory responsibilities which are paid equivalent to teaching loads, such as designations as Learning Area Coordinators (LACs), Grade Level Advisers (GLAs) and Homeroom Advisers.
- iii. Honorarium-based advisory responsibilities may be assigned to qualified teachers in addition to the above.
- iv. Load distribution shall be on the basis of merit, competence, and seniority of the teaching employees to render sufficient and quality time for all the teaching and other responsibilities assigned to them. (*Amended*)

- (c) For Undergraduate ..... 24 paid units

- (d) The School of Advanced Studies shall have the exclusive prerogative on the assignment of teaching loads on the basis of

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academic and professional qualifications and the requirements of the graduate program. *(Amended)*

**Section 8.6.** The **UNIVERSITY** shall exert effort to enforce the policy that, as much as possible, the 50-students-per-class policy should be adhered to, as per communication from the President's Office dated September 19, 1984 provided however, that the consent of the concerned teaching employee shall be obtained before any student in excess of 50 in a class be allowed to enroll the subject and provided further that the "excess" student is graduating or that the subject is a pre-requisite of another subject required to be enrolled in the immediately succeeding semester.

To ensure faithful compliance to Section 8.6 of the current CBA, the consent form shall be accomplished.

**Section 8.7.** Cross-teaching may be allowed regular permanent college teaching employees provided that their combined load shall remain within the allowable limits as set forth by the CHED or the University, and provided finally that the Notice of the Intent to Cross-teach or invitation to cross-teach shall be duly approved by the Vice President for Academic Affairs, in accordance with the guidelines that will henceforth be issued. *(Amended)*

Violation of the above guidelines shall be subject to the provisions of the SLU Faculty Handbook, Employees' Code of Discipline, MORPHE and the Labor Code.

**Section 8.8.** Clinical Laboratory Supervisors shall be classified as Class "A" Faculty and each shall be given a teaching load of nine (9) units per semester and three (3) units during short term; provided that the teaching load shall be within their regular office hours; provided further, that the teaching load shall form part of their compensation package; and provided finally, that they shall be subject to the existing policies on faculty evaluation and ranking for purposes of load assignment.

**Section 8.9.** In the matter of compensation of the teaching employee of the School of Law to be at par with the teaching employee in the graduate programs, the same shall be subject to review and consideration by the SLU Administration.

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## **ARTICLE 9**

### **ABSENCES AND SUSPENSION OF CLASSES**

**Section 9.1.** Justifiable absences, whether paid or unpaid, shall not be taken against the teaching and non-teaching employees in the evaluation. For purposes of this Agreement, the following are considered justifiable absences;

- (a) Sick leaves accompanied by a medical certificate from a licensed physician;
- (b) Absences incurred as leave with pay, these being sanctioned by the **UNIVERSITY**;
- (c) Absences without pay with previous written authorization of the **UNIVERSITY**.

**Section 9.2.** There shall be automatic suspension of work for the non-teaching employees, except those who are working in the hospital, residence halls, powerhouse, Office of the Vice President for Mission and Identity, and the Sunflower Centennial Halfway Home for Boys, whenever classes are suspended due to typhoons in accordance with DepEd/CHED regulations or a declaration by the **UNIVERSITY** or competent government authority. *(Amended)*

**Section 9.3.** Employees, except those in the hospital, residence halls, powerhouse, Office of the Vice President for Mission and Identity, and the Sunflower Centennial Halfway Home for Boys, who are required by the **UNIVERSITY** to work in the event that there is a proclamation of suspension of work due to typhoons or other calamities, depending on the exigency of the job, shall be paid additional premium. *(Amended)*

#### **Section 9.4.**

- (a) Employees of the Hospital of the Sacred Heart who are required to work on their rest day shall continue to be paid a premium of 30% as required by law.
- (b) To give due recognition to the nature of the services being rendered by the employees at the Hospital of the Sacred Heart,

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an exigency incentive in the amount of One Thousand Five Hundred Pesos (Php1,500.00) per year shall be given to all hospital employees. This incentive will be paid at the end of the academic year beginning academic year 2021-2022. This incentive will not be included in determining the 13th and 14th month payments of the employees. *(Amended)*

- (c) To give due recognition to, and to compensate for, the handover/ endorsement time of the members of the nursing service department of the Hospital of the Sacred Heart who render actual endorsement of patients, a nursing handover incentive in the amount of One Thousand Five Hundred Pesos (Php1,500.00) per year shall be given at the end of the academic year beginning academic year 2019-2020. This incentive will not be included in determining the 13th and 14th month payments of the said employees.

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## ARTICLE 10

### ACADEMIC ATTIRE IN ACADEMIC FUNCTIONS

**Section 10.1.** The **UNIVERSITY** shall assume the financial burden of paying for the rent of togas, the use of which is required during commencement or special exercises of the **UNIVERSITY**, provided that:

- (a) Teaching employees shall submit the needed information to the Finance Office;
- (b) Teaching employees who fail to use the ordered toga shall be liable for the rent of the toga payable through automatic payroll deduction;
- (c) Teaching employees who own their toga shall not claim from the **UNIVERSITY** reimbursement of the equivalent cash amount of the rent;
- (d) Teaching employees shall return within an hour after the academic function attended the rented toga at the place indicated in the notice, and any delay in the return of the toga shall be the liability of the individual teaching employee who fails to effect the immediate return insofar as the daily additional rental is concerned; and
- (e) Absence of the teaching employees in the **UNIVERSITY** function shall be subject to the provision of Section 9.1.

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## **ARTICLE 11**

### **SUBSTITUTION, SALARY ADJUSTMENT, LEAVES AND TUITION FEE PRIVILEGES**

**Section 11.1.** Substitution for the teaching duties of another shall be optional and the teaching employees who are asked to substitute for another shall be paid their own rates.

**Section 11.2.** A teaching employee who passes the Bar or Board examination directly related to his/her field of discipline and in accordance with the requirements of regulatory agencies such as CHed, PRC, among others, shall be entitled to the corresponding salary adjustment the month following the results of the examination and after submission of the certificate of passing. *(Amended)*

**Section 11.3.** Grade Level Advisers (GLAs) and Learning Area Coordinators (LACs) in the Basic Education shall be accorded deloading and a monthly honorarium for twelve (12) months. *(Amended)*

**Section 11.4.** Club advisorship in the SLU-LHS shall be considered as one (1) teaching load as prescribed by the DepEd and in accordance with the guidelines that will henceforth be issued by the University. Advisorship is limited to the 13 existing co-curricular clubs and additional clubs are subject to the approval of the **UNIVERSITY** President.

**Section 11.5.** Effective Academic Year 2005-2006, teaching and non-teaching employees who enroll in any college program in the undergraduate level including the School of Law, with the exception of School of Medicine, School of Nursing, BS Computer Science (BSCS), and BS Information Technology (BSIT), shall be given 35% tuition discount only, with the condition that the employee will pay the corresponding tuition if he/she gets a non-passing mark.

**Section 11.6.**

- (a) Effective Academic Year 2005-2006, dependents of employees who enroll in either BS Computer Science (BSCS), BS Information Technology (BSIT) or BS Nursing (BSN), shall be given 100% tuition fee discount on general education subjects, with the condition that the employee will pay the corresponding tuition if the dependent

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gets a non-passing mark.

- (b) Effective Academic Year 2005-2006, dependents of employees who enroll in BS Nursing shall be exempt from payment of the annual medical examination.
- (c) Regular employees who are without any children are entitled to have one (1) “dependent” at a time who shall enjoy educational benefits under the same terms and conditions as with the “dependent-children” of employees. The “dependent” should be a brother or a sister or a child of a brother or a sister of the regular employee. Regular employees who may not qualify under this provision but who have rendered at least twenty (20) years of service to the University shall be entitled to nominate a relative as “dependent” subject to submission of documents as may be required by the University and final approval by the University President.
- (d) The legal spouse of regular employees shall enjoy educational benefits in the undergraduate course (first course), under the same terms and conditions as with the “dependent-children” of employees; subject to submission of documents as may be required by the University
- (e) Regular employees who died due to accident, or suffered permanent total disability due to accident, in the course of the performance of their regular duties, rendering them unfit to continue working, as determined by the University Physician shall continue their entitlement to educational benefits for their legitimate children (who were conceived or born before the death or permanent total disability occurred) under the same terms and conditions as granted to “dependents” of employees until they graduate from college. (*Amended*)

**Section 11.7.** Dependents of employees shall be exempt from the College Entrance Examination fee and from the testing fee in the LES and LHS.

**Section 11.8.** Increase in the differential pay for horizontal promotions shall follow the applicable incremental increases.

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**Section 11.9.** The **UNION** shall be allowed attendance of up to a maximum of three (3) representatives as OBSERVERS ONLY whenever the Management deliberates on any special salary increase or increases for employees; it being understood that the **UNION**'s participation during consultative meetings on general salary increases shall remain. By special salary increases, it is meant to refer only to occasions where the Management, on its own volition and out of benevolence, would grant salary increases not required by law. On the other hand, general salary increases are those made in accordance with and as required by law.

**Section 11.10.** The total sick leave credits for the whole year is nine (9) days for non-teaching employees working six (6) days/week and eight (8) days for non-teaching employees working five (5) days/week. Any unused sick leave shall be convertible to cash and be paid as per existing practice.

**Section 11.11.** The total vacation leave credits of non-teaching employees for the whole year is seventeen (17) days.

**Section 11.12.**

(a) Emergency and/or Terminal Leave. Subject to the limits set forth in paragraph (b) below, unused vacation leaves for the non-teaching employees shall be accumulated, which upon proper application may be used at the option of the employee concerned during (1) emergencies or (2) as terminal leave:

1. Emergencies shall include the following:

1.1. Death of an immediate member of the employee's family;

1.2. Sickness of an immediate member of the employee's family;

1.3. Sickness of the employee himself/herself not covered by current sick leave/current vacation leave credits or SSS compensation benefits;

1.4. Cases where the employee is not qualified for sabbatical leave, but has to go on extended absence to attend to urgent/important family concerns; in this case however, the application for leave must be filed at least one (1) week in advance;



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1.5. Marriage of the employee, the employee's brother or sister or his children;

1.6. Contingencies similar or analogous to the above. Immediate members of the employee's family shall include only the following:

Parents, spouse, children, brothers/sisters, parents-in-law, brothers-in-law & sisters-in-law.

All the necessary documents shall be submitted as may be required.

2. The last-in-first-out rule shall apply in the application of accumulated leaves, which means that the current vacation or sick leave credits shall be used first before accumulated leaves, if any, can be used for emergencies as defined hereof.
  3. Accumulated leaves shall be forfeited in case of separation for cause or instant resignation without the advance notice required by law.
  4. Terminal leave shall be defined as absence from work at a period of time immediately following normal separation from the **UNIVERSITY**, i.e., voluntary resignation or retirement, so that at the end of the terminal leave, separation from the **UNIVERSITY** immediately takes effect.
  5. To give the **UNIVERSITY** sufficient time to plan, the employee intending to use his/her accumulated leave as terminal leave shall be required to file an application within such period as may be prescribed by the **UNIVERSITY** prior to availing the terminal leave. Provided, that an employee, at the discretion of the **UNIVERSITY**, may be required to render service and actually hold office for a period of at least one month prior to his/her actual separation from service in order to afford sufficient turnover of responsibilities.
- (b) Effective academic year 2021-2022, the accumulation of unused vacation leaves for non-teaching employees shall be limited only to a maximum period of thirty (30) working days at 8 hours a day

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(or 240 hours), provided that employees whose accumulated unused vacation leaves prior to Academic Year 2021-2022 have already exceeded the ceiling of seventy-two (72) working days at 8 hours a day, may continue to retain their entitlement to such accumulated unused vacation leaves for their emergency or terminal leave; however, no further accumulation of vacation leave shall be allowed, without prejudice to the former provision. *(Amended)*

- (c) To give due recognition to the nature of the services being rendered by the employees at the Hospital of the Sacred Heart, beginning academic year 2021-2022, all employees of the SLU Hospital of the Sacred Heart shall be entitled to the monetization of their vacation leave credits up to a maximum of ten (10) days per academic year, the payment of which will coincide with the payment of the unused sick leave credits at the end of the academic year. Any unused vacation leaves during the academic year in excess of ten (10) days shall be accumulated, subject to the limits mentioned in the immediately preceding paragraph. *(Amended)*

**Section 11.13.** Service incentive leave pay, unused sick leave pay and other applicable benefits shall be given at the end of the academic term, subject to University clearance, to college teaching employees who do not have teaching load for the immediately succeeding term. *(Amended)*

**Section 11.14.** Effective the second semester of Academic Year 2021-2022, dependents of regular employees shall be provided an allowance of Two Thousand Five Hundred Pesos (Php2,500.00) per semester for being qualified under any of the student activity grants of the University, such as members of the SLU Band, selected athletes, and performers of the SLU Center for Culture and the Arts. The **UNION** shall be furnished, within thirty (30) days from the end of the term, a copy of the list of such dependents with cash allowances. *(Amended)*

**Section 11.15.** Effective the second semester of Academic Year 2021-2022, dependents of regular employees who garner academic awards shall receive a monetary incentive in recognition of their exemplary academic performance.

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The cash award shall be as follows:

- (a) For academic achievement in college: Ten Thousand Pesos (Php10,000.00) for the first place (ranked 1 in the Dean's List), and Five Thousand Pesos (Php5,000.00) for other employee dependents included in the roster of the Dean's Lists;
- (b) For academic achievement in the Basic Education: Ten Thousand Pesos (Php10,000.00) for the first place, and Five Thousand Pesos (Php5,000.00) for the second place. *(Amended)*

**Section 11.16.**

- (a) Employees who render overtime work beyond 8 o'clock in the evening (8 p.m.) shall, on top of their overtime pay, be granted free meals from the University Residence Halls and a reimbursement of their taxi fare in going home; provided that the overtime work has been duly requisitioned by their Head and approved by the University. This provision does not apply to the Hospital employees.
- (b) Hospital and other affected employees who shall be required to render "untimely" (unscheduled) overtime work beyond 8 o'clock in the evening (8 p.m.), shall, on top of their overtime pay, be provided free meals from the University Residence Halls or from the Hospital Dietary Department and a reimbursement of the actual taxi fare in going home. Unscheduled overtime work refers to an overtime work that shall be rendered by an employee who receives such notice less than eight (8) hours from commencement thereof.

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## ARTICLE 12

### OTHER BENEFITS

**Section 12.1.** All existing CBA benefits presently enjoyed by teaching and non-teaching employees of the **UNIVERSITY** shall continue unless otherwise modified by this CBA, as follows:

- (a) Longevity Pay. All members of the bargaining unit shall be granted longevity pay on a graduated basis, taking into account the length of service and load of said employees in the University. Effective August 2016, the rate shall be Twenty Five Pesos (Php25.00) per year of service. (The computation of the longevity pay is shown in *Annex "A"* herewith attached to form an integral part of this CBA.)
- (b) Welfare Fund. All employees in the bargaining unit shall be entitled to a death benefit of Eighty Thousand Pesos (Php80,000.00) upon death of the employee himself/herself payable to his/her legal heirs after submission of a death certificate. (The details relative to the Welfare Fund are shown in *Annex "E"* herewith attached to form an integral part of this CBA.)
- (c) Additional one-day salary during Foundation Anniversary. All employees of the Hospital who are members of the bargaining unit shall be paid every year during the CBA year an additional salary for one (1) day during the Foundation Anniversary of the SLU Hospital of the Sacred Heart. Because of the special nature of their work, employees of the Hospital are excepted from the school holiday during the **UNIVERSITY** Foundation Day. Likewise, all kitchen staff of the Residence Halls, staff of the SLU Sunflower Centennial Halfway Home for Boys, staff of the CICM Residence, staff of the Office of the Vice President for Mission and Identity who assist in Parish activities, who are members of the bargaining unit, who, because of the special nature of their services, are also excepted from the school holiday during the **UNIVERSITY** Foundation Day, shall be paid an additional salary for one (1) day every year during the CBA year, to be paid on the month of the Foundation Anniversary of the **UNIVERSITY**.

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(d) Hospitalization Discount. All members of the bargaining unit shall be given fifty percent (50%) discount on hospitalization. This discount shall be computed on the total amount due and payable to the hospital, with the exception of the following:

- 1. Medicines;
- 2. Fees payable to doctors, professionals and technicians;
- 3. Charges of other hospitals, clinics, or laboratories; and ambulance services.

As the hospitalization discount mentioned above does not include specialized medical services or those that require specialized medical equipment (e.g., endoscopy, laparoscopy, hysterectomy, and such other specialized procedure) that are acquired by the **University** beginning academic year 2018-2019, the Administration will propose to the **Union** a new medical assistance benefit that would modify the existing provisions of Section 12.1.(d). The said benefit shall be governed by a separate Medical Assistance Manual. Once the Administration and the **Union** have agreed on the terms of such medical assistance benefit, the provisions of Article 12, Section 12.1.(d) shall cease to have legal effect and validity, and it will be automatically superseded by the said medical assistance benefit and its governing Manual.

(e) Group Accident Insurance. Effective Academic Year 2014-2015, the amount of coverage per employee per year shall be as follows (or any amount nearest thereto):

Principal Sum (Death and Permanent Disability)...	Php150,000.00
Medical Reimbursement.....	100,000.00
Burial Expense Benefit.....	80,000.00

Note: Both the **UNIVERSITY** and the **UNION** shall negotiate and determine the company which will provide the group accident insurance.

(f) De minimis benefits in the form of rice subsidy of One Thousand Eight Hundred Thirty-Three Pesos & Thirty-Four Centavos (Php1,833.34) per month for a total of Twenty-Two Thousand

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Pesos (Php22,000.00) per employee per CBA year, based on full load/full time effective Academic Year 2021-2022, to be given as follows:

Php 5,500.00 payable in the payroll of August 15  
Php 5,500.00 payable in the payroll of November 15  
Php 5,500.00 payable in the payroll of February 15  
Php 5,500.00 payable in the payroll of May 15

The detailed mechanisms and the computation of this benefit shall follow the guidelines for de minimis benefits as provided in Annex “C” of the CBA. (*Amended*)

- (g) There shall be a signing bonus of Nine Thousand Pesos (Php9,000.00) per full-time employee as a one-time signing bonus payable upon ratification of this Agreement. The details of payment of this benefit shall follow the guidelines as provided in Annex “B” of this Agreement. (*Amended*)
- (h) 14th Month Pay. The existing 14th month pay is one hundred five percent (105%) of the 13th month pay. This shall be computed in accordance with law and shall be given every first week of January effective 2017.

**Section 12.2.** The University shall grant uniform and clothing allowance in the amount of Six Thousand Pesos (Php6,000.00) per employee per CBA year, based on full load/full time effective Academic Year 2019-2020. The computation of this benefit shall follow the existing guidelines for de minimis benefits as provided in *Annex “C”* of the 2016-2021 CBA. The mechanics of utilization of this benefit, however, is subject to the guidelines provided in Annex “D” of this Agreement.

**Section 12.3.** The University shall grant *de minimis* benefit in the form of laundry allowance in the amount of Three Hundred Pesos (Php300.00) per month, for a total of Three Thousand Six Hundred Pesos (Php3,600.00) per employee per CBA year, based on full load/full time effective August 2016. This benefit shall be paid in full at the same time the clothing allowance is to be paid (The computation of the laundry allowance shall follow the existing guidelines for de minimis benefits as provided in Annex “C” herewith attached to form an integral part of this CBA.)

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**Section 12.4.** The **UNIVERSITY** shall grant de minimis benefit in the form of University Foundation Anniversary Gift in the amount of Five Thousand Pesos (Php5,000.00) per employee per CBA year, based on full load/full time effective December 2011. (The computation of the University Foundation Anniversary Gift shall follow the guidelines for the same or existing benefit as provided in Annex “C” herewith attached to form an integral part of this CBA.)

**Section 12.5.** All other benefits presently enjoyed by the teaching and non-teaching employees in the **UNIVERSITY** shall continue unless modified or revised or superseded as the case maybe.

**Section 12.6.** SLU Centennial Village. The **MANAGEMENT** and the **UNION** Panels have appreciatively taken note of the Housing Project known as the Louisian Centennial Village as another concrete proof of the Administration’s manifestation of promoting the welfare and well-being of its workforce.

**Section 12.7.** The **UNION** takes note and appreciates the initiative of the **MANAGEMENT** for the increase of gratuity contribution as per Amended 2019 Gratuity Plan. *(New)*

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## **ARTICLE 13**

### **UNION LEAVE**

**Section 13.1.** Effective Academic Year 2010-2011, the **UNIVERSITY** agrees to grant to the **UNION** a maximum of one hundred ninety (190) working manhours (one hour leave of one man is one manhour) per CBA year for the availment of the duly designated and authorized officials of the **UNION** for the purposes of labor education and other official business of the **UNION**, such availment shall be considered authorized leave with pay, and there shall be additional four hours per year for general assembly meetings.

**Section 13.2.** All requests for **UNION** leave must be in writing and accompanied by a certification indicating the specific **UNION** activity for which the **union** leave is applied for, and provided that written notice shall be furnished the **UNIVERSITY** at least two (2) days before the requested **UNION** leave to the head of office copy furnished the Vice President for Finance.



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## **ARTICLE 14**

### **CLEARING SYSTEM**

Section 14.1. The parties hereto agree that a committee to clear grievable matters shall be created upon the execution of the CBA to function under the following conditions and procedures:

- (a) The Committee shall meet on the first Monday of each month at 3:00 PM at the place agreed upon by both parties.
- (b) The Committee shall be composed of not more than three (3) from the **UNION** and not more than three (3) from the Administration; attendance of **UNION** representatives shall be charged to **UNION** Leave;
- (c) All matters which may be subject of grievance shall be settled by the Committee except as provided for by Section 3.3. *supra*;
- (d) All matters which may be subject of grievance shall be settled by the Committee except as provided for by Section 3.3. *supra*;
- (e) Unless brought up first in the Committee, no matter may be brought directly to the **UNION** by the Administration nor to any of the heads of the offices or the Office of the President by the **UNION**;
- (f) The Grievance Machinery of the CBA shall be availed of when the matter or issue is not settled by the Committee;
- (g) The Committee may adopt its rules on how best to settle any grievable matter in the shortest possible time.

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## **ARTICLE 15**

### **GRIEVANCE MACHINERY**

#### **Section 15.1. Statement of Principles**

The parties agree on the generally accepted principles of justice, equity, and fairness that all disputes between the **UNION** and its components on one hand, and the **UNIVERSITY** and its components on the other, shall be treated objectively; that the parties have the same interest in the continuity of the objectives of the **UNIVERSITY** until all points in the dispute shall have been discussed and settled; that an open conflict in any form involves losses to the parties and that, therefore, every effort will be exerted to avoid such an open conflict. In the furtherance of the foregoing principle, the parties hereto have agreed to establish a procedure for the adjustment of grievance.

#### **Section 15.2. Definition of Grievance**

Any misunderstanding concerning policies, practices, directly affecting the members of the **UNION** or their working conditions in the **UNIVERSITY**, or any dispute arising as to meaning, application or violation of any provision of this Agreement, or any resentment which an employee may have against the **UNIVERSITY**, or any resentment which the **UNIVERSITY** may have against an employee, shall be considered a grievance.

#### **Section 15.3. Initial Steps**

- (a) Within three (3) working days from accrual of any grievance, it must first be worked out and settlement thereto attempted by and between the employee and the immediate head of office or supervisor; the resolution of the grievance must be obtained within two (2) working days from the time the grievance is raised orally or in writing by the aggrieved party;
- (b) Should the resolution in paragraph (a) fail, the matter must be brought on the third working day in writing, to the attention of the proper department head or **UNIVERSITY** officer having authority over the head of office or supervisor and the employee concerned, who shall thereafter attempt to resolve the same within a period of three (3) working days from receipt of the matter in dispute;

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- (c) Any grievance not advanced to the next step within the time limit specified in that step, shall be deemed abandoned;
  - (d) Any grievance not advanced to the next step within the scope of paragraphs (a), (b), and (c) of this section, such as those concerning policies or disputes arising as to the meaning, application, or violation of any provision of this Agreement shall be processed in accordance with the procedure as herein provided in paragraph (e);
  - (e) In the event that the matter still remains unresolved after the three-day period, it shall be referred in writing on the fourth day, to the President of the **UNIVERSITY** and/or **UNION** and the proper sectoral Grievance Committee shall immediately be formed by the Presidents and a meeting of the Committee shall be held within four (4) working days from the time the question is so presented in writing; PROVIDED, that if the matter is not brought within fifteen (15) working days to the proper Grievance Committee, it shall be deemed barred forever and may not be raised as a grievance or dispute between the **UNION** and the **UNIVERSITY**.

#### **Section 15.4. Sectoral Grievance Committees**

Four (4) separate and distinct Grievance Committees are hereby recognized, one for each of the following sectors of the Saint Louis **University** community:

- (a) College Teaching Employees;
- (b) High School and Elementary School Teaching Employees;
- (c) Non-teaching employees in all departments, offices, and units of the University except the Hospital, and
- (d) Hospital staff employees.

#### **Section 15.5. Composition of Grievance Committees**

Each sectoral grievance committee shall be composed of two (2) management representatives, to be designated by the President of the **UNIVERSITY**, and two (2) employee representatives, to be designated by the **UNION**. These representatives may be appointed and designated at

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the effectivity of this Agreement, or at the time a dispute or grievance is referred to the Committee.

#### **Section 15.6. Resolution by Grievance Committee**

The Committee shall resolve all questions and problems presented to it within ten (10) working days computed from the time of the meeting called as provided in Section 15.3 (e); in the event the grievance is not settled by the Committee within the ten working day period herein agreed upon, the **UNION** or the **UNIVERSITY**, either singly or acting jointly, may submit the matter to arbitration as herein provided.

#### **Section 15.7. Arbitration**

Should the parties fail to agree with respect to any grievance or dispute, processed in accordance with the procedure outlined in the preceding sections, the parties hereby agree to submit the dispute or grievance to an arbitrator or arbitration committee which shall be selected by negotiation until the parties shall have arrived at a common selection which shall not go beyond ten (10) working days from the expiration of the ten-day period in Section 15.6 hereof.

#### **Section 15.8. Finality of Decision**

The decision of the arbitrator/arbitration committee shall be rendered within thirty (30) days from the submission of said dispute or grievance to said arbitrator/arbitration committee. The decision of the arbitrator/arbitration committee shall be final and binding on both parties.

#### **Section 15.9. Rules of Procedure**

The rules to be observed in arbitration proceedings shall be the rules of procedure governing administrative hearings and administrative due process will be strictly observed, to wit:

- (a) there must be a hearing which will include the right of the party interested or affected to present the case and submit evidence in support thereof;
- (b) the Arbitrator/Arbitration Committee must consider the evidence presented;

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- (c) the decision of the Arbitrator/Arbitration Committee must be supported by evidence;
  - (d) the evidence supporting the decision must be substantial;
  - (e) the decision of the Arbitrator/Arbitration Committee will be rendered on the evidence presented or at least contained in the record and disclosed to the parties affected;
  - (f) the Arbitrator/Arbitration Committee should, in all controversial questions, render the decision in such a manner that the parties to the proceedings can know the various issues involved and the reasons for the decision rendered;
  - (g) the Arbitrator/Arbitration Committee must act on its own independent consideration of the law and facts of the controversy and not simply accept the view of a subordinate in arriving at a decision.

**Section 15.10. Expenses**

All expenses of arbitration shall be borne by and divided equally between the **UNION** and the **UNIVERSITY**.

**Section 15.11.** Nothing in this grievance procedure shall be taken to deprive the proper competent authorities from taking cognizance of and jurisdiction over any conflict between the parties to this Agreement.

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## **ARTICLE 16**

### **PROMOTION OF FAMILY PLANNING**

**Section 16.1.** The parties agree to promote Family Planning based on Catholic doctrines among the teaching and non-teaching employees in the bargaining unit. Towards this end, the **UNIVERSITY** and the **UNION** shall undertake a program on Family Planning in accordance with the provisions of the Labor Code, as amended, and its implementing rules and regulations during the effectivity of this Agreement.

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## **ARTICLE 17**

### **SEPARABILITY**

**Section 17.1.** If any court of competent jurisdiction shall invalidate any provisions of this Agreement, such invalidation shall not affect the other provisions which shall remain in full force and effect.

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## **ARTICLE 18**

### **NO STRIKE AND LOCKOUT**

**Section 18.1.** During the term of this agreement, it is agreed that the **UNION** will not cause, permit, or take part in any strike, picketing, sit-down, stay-in, slow-down or stoppage of, or interference with, work in or about **UNIVERSITY** office premises and extensions thereof, nor will the **UNIVERSITY** declare a lock-out. Both **UNION** and the **UNIVERSITY** agree to exert cooperative efforts in finding ways and means for further promotion of institutional peace and the speedy settlement of all disputes and grievances.



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## **ARTICLE 19**

### **APPLICABLE LAWS**

**Section 19.1.** The parties agree to subject themselves to the rules and regulations of the Department of Education (DepEd), the Commission on Higher Education (CHED), the Department of Labor and Employment (DOLE) and to any subsequent legislation, executive order, rules and regulations, circulars, policy instructions, memoranda and any other similar issuances which may be passed, enacted or promulgated by any appropriate government office, agency whether national or local, or any other government authority, insofar as they may be effected, even if such legislation, executive order, rules and regulations, circulars, policy instructions, memoranda, and other similar issuances shall be contrary to, modify, or prohibit the express provisions of this agreement. Provided that said issuances are immediately taken up by the Clearing Committee herein provided, prior to their implementation in the **UNIVERSITY**.

**Section 19.2.** Benefits granted under the CBA shall not be charged to future labor legislations.

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## ARTICLE 20

### HOUSE RULES

**Section 20.1.** The parties hereby agree that the provisions of the SLU College, LES and LHS Faculty Handbooks, the Administrative and Service Personnel Handbook, the SLU Hospital of the Sacred Heart Manual of Personnel Policies, agreements arrived at as per the Clearing Committee, prior CBAs as well as issuances by the **UNIVERSITY**, shall continue in force and effect except as modified by this CBA.

**Section 20.2.** The **UNIVERSITY** shall furnish the **UNION** true copies of all the former's lawful issuances and the changes which may be introduced to the aforesaid SLU College, LES and LHS Faculty Handbooks, the Administrative and Service Personnel Handbook, the SLU Hospital of the Sacred Heart Manual of Personnel Policies, and all other regulatory handbooks or pamphlets.

**Section 20.3.** The CBA renegotiation afforded both the Management and the **Union** panels a good feedback mechanism on issues and concerns affecting the University as a whole as well as plans and development being pursued to maximally approximate the vision-mission of the **University**.

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## **ARTICLE 21**

### **PRINTING AGREEMENT**

**Section 21.1.** The **UNIVERSITY** agrees to have this agreement printed at its expense within a reasonable time from its ratification and thereafter furnish the **UNION** and each employee of the **UNIVERSITY** with a free copy.

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## **ARTICLE 22**

### **BINDING EFFECT ON SUCCESSORS OR ASSIGNS**

**Section 22.1.** This Agreement shall be binding during its effectivity upon the respective successors or assigns of the **UNIVERSITY** and the **UNION** and the substitute union.

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## **ARTICLE 23**

### **EFFECTIVITY AND IMPLEMENTATION**

**Section 23.1.** This Agreement shall remain in full force and effect for a period of five (5) years commencing 01 August 2021 up to 31 July 2026, with renegotiation in January 2024. After 2026, this Agreement shall be renewable on a year-to-year basis should either party fail to notify in writing the other of its intention to amend or terminate the same at least sixty (60) days prior to its expiry date. The parties herein hereby covenant to observe in full force and effect the provisions hereof during the negotiations for a new agreement, and until such agreement is finally entered into. (*Amended*)

**Section 23.2.** The parties hereto hereby agree to fully implement in good faith this Covenant but nothing in this Covenant shall be understood or interpreted to contravene in any way the mandates of the law.

IN WITNESS WHEREOF, the Parties have caused the foregoing Agreement to be signed on this 17th day of December 2021 SAINT LOUIS UNIVERSITY, INC. (SLU)

By:

**REV. FR. GILBERT B. SALES, CICM**  
*University President*

Signed in the Presence of

The Members of the SLU Administration Panel:

**DR. FELERINA B. ELLAMIL**

**DR. NOEL B. DE LEON**

**DR. ROBERTO M. ARGUELLES**

**ATTY. ARNULFO S. SORIANO**

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**ATTY. SHELLAH YZANNE P. MERCED**

**MR. ARTURO C. CALWAG**

**MS. GERALDINE B. SANIL**

**MS. JUNIFER ANN M. GALUBA**

*Recording Secretary*

*-AND-*

*UNION OF FACULTY AND EMPLOYEES  
OF SAINT LOUIS UNIVERSITY (UFESLU)*

*By:*

**MR. RONALD P. TAGGAOA**

*UFESLU President*

Signed in the Presence of

The Members of the UFESLU Panel:

**MR. LAWRENCE DEXTER D. LADIA**

**MR. ROY G. REVILLA**

**MR. LEON J. EMBANG Jr.**

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-AND-

**MR. ROLANDO B. NOCUM**

**MR. JULIO U. BERSAMIRA, JR.**

**MRS. LEILA M. ASUNCION**

**MR. JEFFREY V. SISON**

**MR. MICHAEL V. JARATA**

**MR. ORLANDO Y. RIMORIN Jr.**

**MR. DELFIN G. TOKYAS Jr.**

**MR. ROLLY L. MARANES**

**MR. ULLYSES P. BATAD**

**MR. DARWIN B. NAVARRO**

**MR. LEONARDO L. CARINO**

**MR. DON LEONARDO N. DACUMOS**

**MR. FLORANTE D. DULACA**

**MR. RENATO G. MELENDEZ**

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## ACKNOWLEDGMENT

Republic of the Philippines )  
In the City of Baguio . . . ) ss  
X-----X

BEFORE ME, a Notary Public for and in the City of Baguio, Philippines, personally appeared the SAINT LOUIS UNIVERSITY, INC. represented by its President REV. FR. GILBERT B. SALES, CICM and the UNION OF FACULTY AND EMPLOYEES OF SAINT LOUIS UNIVERSITY (UFESLU) represented by its President MR. RONALD P. TAGGAOA on this 4th day of January 2022 at Baguio City, Philippines, exhibited their competent evidence of identity as indicated below their respective names above, known to me and to me known to be the same persons who executed the foregoing Collective Bargaining Agreement and who acknowledged to me that the same is their free act and deed.

I hereby certify that this CBA with the Annexes ("A", "B", "C", "D", and "E") appended hereto consisting of sixty (60) pages, have been signed by the parties and their witnesses on each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place above stated.

Doc. No. 127;  
Page No. 26;  
Book No. XVI;  
Series of 2022.

**ERIC G. SANTOS**

**Notary Public**

Until December 31, 2022

P.T.R. No. 4788307; 01.04.2021; Baguio City

I.B.P. Lifetime No. 03148; 08.04.03; Baguio City

N.A.-67-NC-21-R; 6.23.2017

Roll No. 48373; 03.24.03

TIN 928.859.359



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## **ANNEX "A"**

### **COMPUTATION OF LONGEVITY PAY**

All members of the bargaining unit shall be granted longevity pay on a graduated basis, taking into account the length of service and teaching load or hours of work of said employees in the University. Effective August 2016, the rate shall be Php25.00 per year of service. The usual formula shall apply which is as follows:

1. The rate for each year of service shall be P25.00/year.
  - 1.1. employees with less than full load or less than 8 hours per day shall be paid proportionately using 24 as denominator for teaching employees and eight (8) hours for non-teaching employees;
  - 1.2. employees with overload shall be paid on the basis of actual load;
  - 1.3. the following formula shall be used for the computation of the yearly longevity pay:  
  
$$(Rate) \times (Yrs\ of\ Service) \times (Ratio\ of\ Actual\ Load\ to\ Full\ Load\ in\ the\ immediately\ preceding\ AY)$$
  
  
For succeeding years, the additional service is added to years of service.
2. For the initial computation, a fraction of six (6) months or more of service shall be rounded up to one (1) year; a fraction of less than six (6) months shall be dropped.
3. Longevity pay shall be indicated as a separate item in the payroll and pay slip but included in the computation of all salary-related benefits.

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## **A N N E X   " B "**

### **SIGNING BONUS**

**1. Signing Bonus to be Distributed:**

Php9,000.00 per full time employee as a one-time grant payable upon ratification of this Collective Bargaining Agreement.

**2. Method of Distribution:**

2.1 Php9,000.00 shall be paid to each full load teaching employee and to full time non-teaching employee who are employees as of the first semester of the current academic year 2021-2022. To determine the full load or full time employees, the load of the teaching employee for the second semester, current academic year shall be used. The number of hours per day rendered by the non-teaching employee for the same period shall be taken into account. Twenty-four (24) paid units shall be used as full load for the teaching employee and eight (8) hours a day work shall be considered as full time for the non-teaching employee.

2.2 Those with less than full load or full time during the first and/or second semester of the current academic year shall be paid proportionately in relation to the full load/full time employee. Substitutions and overtime shall not be considered.

2.3 Teaching and non-teaching employees who start work after the beginning of the first semester of the current academic year shall be paid proportionately as to load/time and as to the number of months worked within the first and second semester of the current academic year. One month within the first and/or second semester shall be considered as 1/10th of the year.

2.4 Teaching and non-teaching employees, including contractual employees, who start work during the short term of 2021 shall be entitled to a proportionate signing bonus.

Teaching and non-teaching employees who are no longer employed with the University at the time of the ratification of this Agreement

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shall not be entitled to the signing bonus as they are not anymore part of the bargaining unit at the time of its ratification.

2.5 The terms *teaching employee* or *non-teaching employee* include casual and contractual employees.

2.6 Teaching or non-teaching employees on sabbatical leave during the entire academic year 2021-2022 shall not be entitled to the signing bonus.

Teaching or non-teaching employees who are on study leave under a scholarship grant arranged and/or sponsored by the University, and those on maternity leave or sick leave, even if extended, provided, that such extended leave shall not be beyond 120 calendar days, shall be entitled to the signing bonus.

2.7 This agreement shall become effective once this Agreement is ratified and signed.

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## **A N N E X " C "**

### **DE MINIMIS BENEFITS**

1. These *de minimis* benefits shall be distributed to all employees as of the first semester of the current academic year. To determine the full load or full time employee, the load of the teaching employee for the first semester, current academic year shall be used. Teaching employees with less than full load and non-teaching employees who are on a part-time basis shall be paid proportionately compared to the benefit of a full-load teaching employee or full-time non-teaching employee. Twenty-four (24) paid units shall be considered as full load for the teaching employee in college and eight (8) hours a day shall be considered as full time for non-teaching employee.
2. Teaching employees with overload shall be paid as full load. Overtime and substitutions shall not be considered.
3. Employees who start work after the beginning of the first semester but within the first or second semester of the current academic year shall be paid proportionately as to load/time and as to the number of months worked within the first and second semesters of the current academic year. One-month work within the first and second semesters of the current academic year shall be considered as 1/10th of a year.
4. Teaching employees who start their employment within the short term of the current academic year and non-teaching employees who start not earlier than June 1 of the current academic year shall receive no benefit for the CBA year.

Teaching and non-teaching employees who resign or are separated within the first and second semesters of the year and who are paid this benefit up to the end of the year shall be required to reimburse the proportionate benefit not earned from the date of resignation or separation to the end of the second semester. Accordingly, the amount reimbursable shall be deducted from outstanding salaries due the employee upon clearance, if applicable.

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5. The terms *teaching employee* or *non-teaching employee* include casual and contractual employees.
  6. Teaching or non-teaching employees on sabbatical leave during the entire CBA year shall have no share of these benefits during that year.

Teaching or non-teaching employees who are on study leave under the University Scholarship Program, and those on maternity leave or sick leave, even if extended, provided, that such extended leave shall not be beyond one hundred twenty (120) calendar days, shall be entitled to these benefits, taking into account the latest load.

7. For the School of Medicine teaching employees, these benefits shall be paid as usual, after May 31 of every year in order to properly determine the number of hours of actual teaching rendered by each teaching employee which is needed in computing the proportionate benefit due.
8. This Agreement shall become effective once this CBA is ratified and signed.

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## **ANNEX "D"**

### **MECHANICS FOR THE UTILIZATION OF UNIFORM AND CLOTHING ALLOWANCE**

#### **1. Amount of Uniform and Clothing Allowance:**

Beginning academic year 2019-2020, the *Uniform and Clothing Allowance* of covered employees shall be Php6,000.00 annually.

#### **2. Method of Utilization:**

2.1 In consultation with the majority Union, the administration will identify units of the University that will be subject to the requirement of wearing uniforms, as well as the appropriate uniform for each unit.

2.2 The Uniform and Clothing Allowance will be used to defray the expenses of uniforms not oftener than once every two years beginning academic year 2019-2020.

2.3 The decision as to the choice of design and the type of uniform, as well as the provider thereof, shall be the sole prerogative of the administration, but the majority Union may provide suggestions/inputs thereto.

2.4. The Human Resource Department shall be the lead department that will implement these mechanics.

2.5 A policy on the wearing of uniforms shall be issued by the administration.

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## **A N N E X   " E "**

### **WELFARE FUND**

1. *Name:* Union Welfare Fund for SLU Employees
2. *Benefits:* All employees in the bargaining unit shall be entitled to a death benefit of Eighty Thousand Pesos (Php80,000.00) upon death of the employee himself payable to his legal heirs after submission of a death certificate.
3. *Funding:* The amount of One Hundred Thousand Pesos (Php100,000.00) per calendar year shall be placed as capital of the Welfare Fund for each CBA year. The amount shall be placed in the Bank of the Philippine Islands (BPI) Harrison Branch, Baguio City. An amount of at least Twenty-Four Thousand Pesos (Php24,000.00) shall be placed in Savings Account with Automatic Transfer features; the balance of the amount shall be placed in time certificates of deposits in addition to the accumulated balance of the Fund on a monthly basis or on the best time basis advantageous to the Fund.
4. *Administration:* The Welfare Fund shall be administered by the Majority Union and the Saint Louis University as follows:
  - 4.1. The Majority Union President and/or Treasurer (or other official duly authorized by the Union) shall decide based on these regulations, who shall be entitled to and benefit from the Fund. Notice in writing shall be forwarded to the SLU Treasurer's Office, so that a check can be prepared.
  - 4.2. Two (2) authorized signatures shall be required on every transaction with the bank; one (1) from the Majority Union and one (1) from the SLU Administration. These transactions include opening of bank accounts, deposits, and withdrawals upon authorization of the Majority Union, including the issuance of checks, and for the placements and termination of time deposits.
  - 4.3. Interest income and other earnings of the Welfare Fund shall accrue to it and shall form part of its resources.

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- 4.4. To ensure safety of funds, no other form of investments, except savings, current, and short-term time deposits shall be allowed except by mutual agreement in writing between SLU and the Majority **Union**.
  - 4.5. SLU shall render a written status of the Welfare Fund as often as agreed upon.
  - 4.6. The funds in the Welfare Fund shall not be reverted to Saint Louis University.
  5. *Amendments:* No amendments to the provisions of the Welfare Fund shall be made unless agreed upon in writing by the Majority **Union** and SLU.
  6. *Effectivity:* The Welfare Fund shall continue to take effect for the duration of this CBA.









