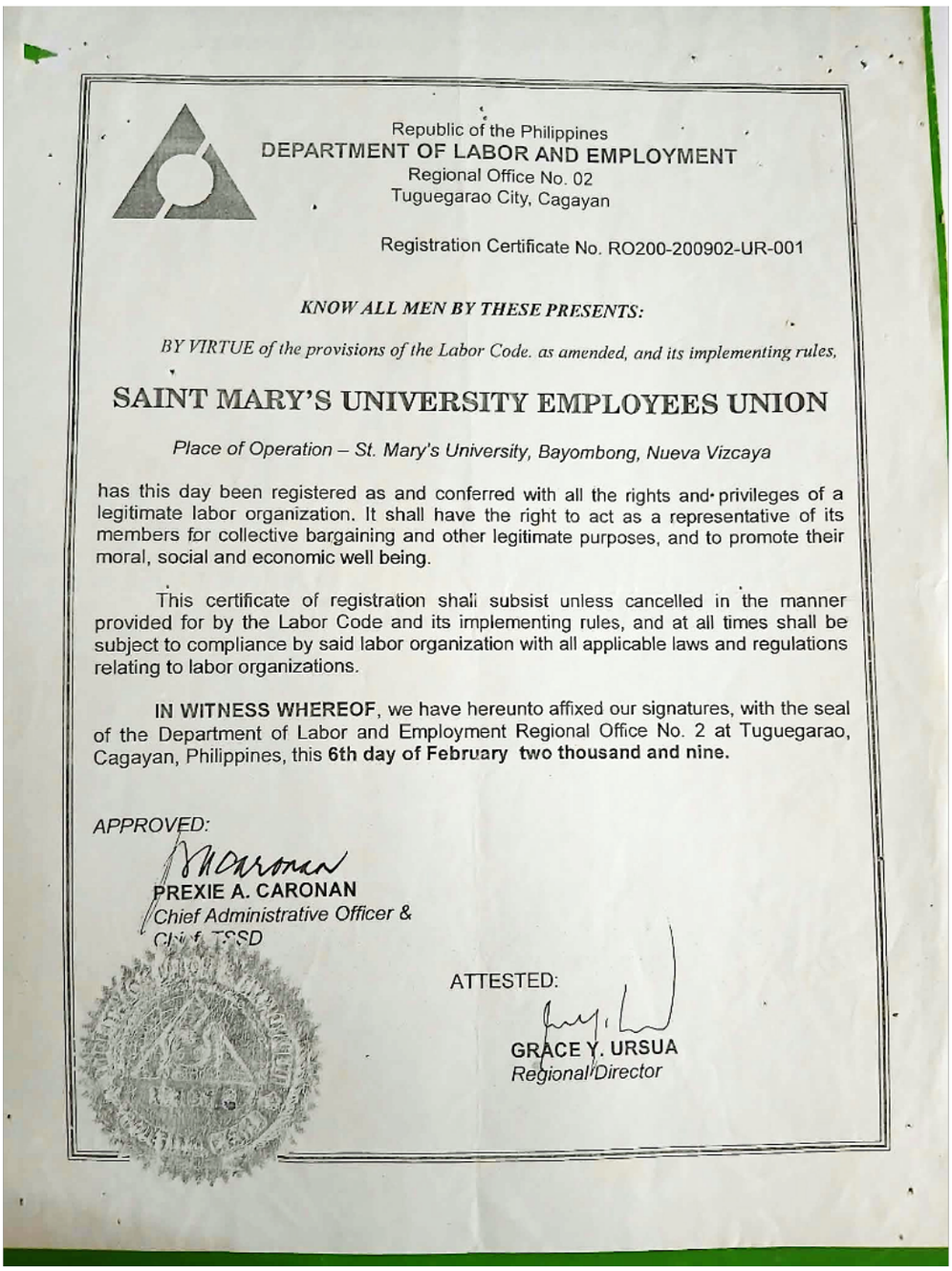
8.2.2. Does your university as a body recognize unions for all, including women & international staff?

SMU Employees' Union DOLE Registration Certificate



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Regional Office No. 02
Tuguegarao City, Cagayan

Registration Certificate No. RO200-200902-UR-001

KNOW ALL MEN BY THESE PRESENTS:

BY VIRTUE of the provisions of the Labor Code. as amended, and its implementing rules,

SAINT MARY'S UNIVERSITY EMPLOYEES UNION

Place of Operation – St. Mary's University, Bayombong, Nueva Vizcaya

has this day been registered as and conferred with all the rights and privileges of a legitimate labor organization. It shall have the right to act as a representative of its members for collective bargaining and other legitimate purposes, and to promote their moral, social and economic well being.

This certificate of registration shall subsist unless cancelled in the manner provided for by the Labor Code and its implementing rules, and at all times shall be subject to compliance by said labor organization with all applicable laws and regulations relating to labor organizations.

IN WITNESS WHEREOF, we have hereunto affixed our signatures, with the seal of the Department of Labor and Employment Regional Office No. 2 at Tuguegarao, Cagayan, Philippines, this **6th day of February two thousand and nine.**

APPROVED:

PREXIE A. CARONAN
Chief Administrative Officer &
Chief, TSSD

ATTESTED:

GRACE Y. URSUA
Regional Director

SMU Employees' Union Officers 2024-2026

SAINT MARY'S UNIVERSITY EMPLOYEES' UNION
Bayombong, Nueva Vizcaya

May 27, 2024

DR. JOHN OCTAVIOUS S. PALINA
University President
Saint Mary's University

VPA [redacted] 5-29-24
VPAA [redacted] 29 MAY 2024
VPAA: [redacted] 5-29-24
VPF [redacted]
LC [redacted]

Dear Sir,

Warmest greetings!

I am writing to inform you about an important update regarding the SMU Employees Union. Following our recent elections last May 22, we are pleased to announce the new officers who will lead our union for the 2024-2026 term.

The elected officers are as follows:

President: Dr. Erwin D. Naval
Vice President for Academics Personnel: Mr. Jonathan P. Vergara
Vice President for Non-Academic Personnel: Mr. Dennis S. Abosejo
Secretary: Mrs. Lorna C. Aban
Treasurer: Mrs. Angela C. Garra
Auditor: Mrs. Pearl V. Ludan
PIO: Miss Shiellah Mae T. Barsicula
Business Managers: Miss Kristelle Anne Jhoyce B. Respicio
Mrs. Madonna A. Blando
Sgt. at Arms: Mr. Albert C. Cabullos
Mr. Mark Noren U. De Vera
Board of Directors:
Grade School - Renz Gabriel R. Jubay
Junior and Science High School – Christian Jos T. De Jesus
SEAIT – Miss Evelyn J. Rizardo
STEH – Mrs. Leilanie Cristie O. Sagabaen
Non-Academic Personnel – Mr. Angelito C. Buccahan

E.f. VPs & LC
[redacted]
29 MAY 2024

The members elected them for their dedication, leadership qualities, and commitment to represent the interests and well-being of all union members. Their term of service will begin on June 1, 2024, until May 31, 2026. We are confident that under their leadership, the SMU Employees' Union will continue to thrive, effectively represent our rank-and-file and, most importantly, be your partner in developing administrative policies.

Thank you for your continued support and care for the welfare of our union members. Together, we can work towards achieving industrial peace in our university.

Truly yours,

[redacted]
Erwin D. Naval, DPA
President

Excerpt from the Administrative and Employees Manual for Academic Personnel-Higher Education, 2023 edition showing EU representation

c. assumes the position of the University Chaplain and Director of the Center for Christian Formation (in the absence of other CICM priests who may be assigned);
d. chairs the Student Scholarships, Grants and Awards Committee and takes charge of the recognition for scholars;
e. supervises the Campus Ministry and the Christian Faith Education (CFE) Department, the Lingkod Maria Community Development Advocacy Center (LMCDAC) and the Scholarship Unit.
f. acts as CICM Liaison Officer; and
g. performs other related functions as the University President may assign.

C. VICE PRESIDENT FOR ADMINISTRATION

1. REFERENCE

a. **Appointment:** The University President recommends the appointment of the Vice President for Administration subject to the approval of the Board of Trustees.
b. **Qualifications:** The Vice President for Administration must:
   i. possess at least a master's degree or a professional license requiring at least a bachelor's degree. A doctoral degree holder, is however, preferred;
   ii. have managerial competence or have a background of demonstrated service and competence in his/her field of endeavor; and
   iii. be of good moral character.
c. **Term of Office:** The term of office is one year for the initial appointment. This initial appointment may be renewed for a term of two years on the second appointment. The succeeding appointments shall be for a term of three years each, provided that such appointment shall not be beyond 60 years old, unless

the President extends it on a yearly basis, but not beyond the mandatory retirement age of 65.

2. FUNCTIONS AND RESPONSIBILITIES

a. he/she is the Officer-in-Charge during casual absences of the University President and the Vice President for Mission and Identity;
b. chairs the Committee on Campus Safety and Disaster Preparedness (CCSDP);
c. acts as Data Protection Officer;
d. studies, formulates and recommends policies related to all personnel in consultation with the Human Resources Development Office (HRDO), the Advisory Board, and the offices concerned;
e. oversees matters related to personnel such as staffing, training and development especially for non-academic personnel;
f. represents the University Administration in its relation with the SMU Employees' Union;
g. directs, monitors and evaluates the heads of offices in implementing administrative policies;
h. supervises the Dean of Student Affairs and Services (DSAS), the Director of the Human Resources Development Office (HRDO), the Director of the Center for Information and Communication Technology (CICT), the Head of the Alumni Affairs Office (AAO), and the Head, Safety and Pollution Control Office (SPCO);
i. takes charge of the implementation of the Administrative and Employment Manuals for Academic and Non-academic Personnel, and recommends amendments or supplements thereto as the need arises;
j. studies and formulates policies and programs related to the non-academic affairs of students in consultation with the offices concerned;
k. represents the Administration, together with the Dean of Student Affairs and Services, in its relation to

K. PERSONNEL SELECTION, RANK AND TENURE COMMITTEE (PSRTC)

Composition:

Chairman: University President
Members: Vice Presidents

Director, HRDO
President, SMU Employees' Union
Academic Deans/
Principals concerned
Office Heads concerned

Functions:

1. Recommends to the University President
   a. the hiring and initial rank of personnel;
   b. the promotion or retention in rank of personnel at the start of every school year based on performance evaluation;
   c. the renewal or non-renewal of employment contracts;
   d. the conferment of permanent status to personnel;
   e. rank classification and salary adjustments;
   f. policies and procedures on hiring, ranking and performance evaluation, promotion and rank; and
   g. other personnel issues and concerns related to employment that need to be resolved.

2. To check on the proper implementation of projects according to the approved plans.

M. RETIREMENT COMMITTEE

Composition:

Chairman: University President
Members: Vice Presidents
Legal Counsel
Director, HRDO
President, SMU Employee's Union

Functions:

1. Implements the rules and procedures of the Retirement Plan;
2. Reviews the Retirement Plan Rules and Regulations and recommends to the Board of Trustees amendments thereto, if any;
3. Interprets the meaning, coverage and application of the provisions of the Retirement Plan and consults the Board of Trustees for ambiguous cases; and
4. Is responsible for the general administration and management of the Retirement Plan.

which is not taxable. The rice allowance shall not be included in the 13th month pay and retirement/separation pay computations. Those on leave without pay, except those on sickness, maternity leave, sabbatical leave, and special leave for women, are not entitled to this allowance. Prolonged sickness leave must be with updated medical certificate.

F. Uniform Allowance. All permanent and probationary academic personnel are entitled to a uniform allowance as stipulated in the Collective Bargaining Agreement (CBA) with the SMU Employees' Union. The HRDO, in consultation with the SMU Employees' Union President shall coordinate with employee representatives per unit regarding the uniform design, color, material and the service provider.

Collective Bargaining Agreement AY 2022-2023 to AY 2026-2027

SAINT MARY'S UNIVERSITY
BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

COLLECTIVE BARGAINING AGREEMENT
COVERING A.Y. 2022-2023 TO A.Y. 2026-2027

ARTICLE I
Scope and Agreement

Section 1. Bargaining Unit. The University and the Union agree that the Collective Bargaining Unit for the purpose of this agreement shall be composed of all employees of the UNIVERSITY and shall not include:

1. Board of Trustees;
2. University President;
3. Vice Presidents;
4. Consultant/s;
5. Middle academic and administrative officers;
6. Junior academic and administrative officers;
7. Employees occupying positions of trust and confidence (Secretaries of the University President, Vice Presidents, External Affairs Officer, Academic Deans, Principals, Dean of Student Affairs and Services, Associate Dean of Student Affairs and Services (Men and Women), PPDMO, IDQAO, University Registrar, HRDO, Center for Christian Formation, Publishing and Digital Printing Office; assistants of the BOT/President/Vice Presidents; drivers, CICT, HR personnel, Treasury and Accounting Office (except Grade School and Junior High School cashiers), CICT programmers and staff members and CETSO staff members;
8. Probationary and Temporary employees;
9. Part-Timers, guest lecturers and contractual/casual employees;
10. Hirees or promotions to new positions that are not yet existing at the time of the execution of this Agreement; and
11. Others analogous to the foregoing as defined by law and jurisprudence.

ARTICLE II
UNION SECURITY

Section 1. Union Recognition. The University recognizes the Union with Registration Certificate No. R0200-200902-UR 001 as the sole and exclusive bargaining representative of the regular rank and file employees both academic and non-academic personnel.

Section 2. Union Security

1. All members who are members of the UNION shall continue and maintain such membership in good standing in the Union as a condition of their continued employment.
2. Meetings of the general membership and other activities of the Union may be held inside the University premises without charge to the Union, provided that prior permission and coordination for the designated time and place is secured from the proper University authorities.
3. The monthly regular meetings of the Union Executive Board shall be allowed within the premises of the University. Provided that, it shall not in any way disturb and/or disrupt the regular functioning of the University.

Page 1 of 20

Section 3. Option to Accept Promotion

1. Whenever the UNIVERSITY desires to promote employee/s within the appropriate bargaining unit to management position or the like, the employee concerned shall have the option to accept or reject the promotion.
2. In the event that a member of the present bargaining unit is appointed, transferred or promoted to a management position or the like, and the same is accepted, the concerned employee shall be excluded from the exclusive bargaining unit and shall automatically be deemed resigned from the UNION and accordingly relieved of the responsibilities appertaining thereto.
3. No Union officer and/or Union panel member may be appointed to an excluded position in the University during the recognition period.

Section 4. Dues and Assessments

1. The University shall make payroll deductions of regular Union assessments from the members of the Union, provided that no deductions shall be made except as permitted by law or as expressly authorized by the concerned employee.
2. Other than for mandatory activities under the Labor Code, no attorney's fees, negotiation fees or other extraordinary fees may be checked off from any amount due to an employee without any individual written authorization duly signed by the employee concerned.
3. All assessments or mandatory activities under the Labor Code shall be stated in a resolution made by the Union Executive officers and the Board of Directors, and approved by the majority of Union members. A copy of the approved resolution and written authorization of the members shall be transmitted to the UNIVERSITY.
4. No check-off shall be made on employees during periods when they do not earn.
5. Approved Special assessment shall be checked-off in advance, that is, quincena before the intended labor-related activity to be conducted by the UNION, provided that the Union's advice thereon is communicated in writing to the UNIVERSITY at least fifteen (15) days prior to the preparation of the payroll for the quincena.
6. The University agrees to make payroll deductions for agency fees from employees who are not members of the UNION but who are within the scope of the bargaining unit and who have accepted the benefits granted under this Agreement, provided that the amount of the agency fee shall be equivalent to the dues assessed by the UNION from its members in accordance with the Labor code.
7. Within ten (10)working days after payroll deductions, the University shall turn over to the treasurer of the Union the fees and assessments together with the list of employees charged of the fees.

Section 5. Union Meetings & Quarters

1. The UNIVERSITY shall provide the UNION with an office free of rent and/or without any charge/s. Basic maintenance of the Union office shall be provided by the UNIVERSITY.
2. Meetings of the general membership of the Union may be held inside the University premises without charge to the Union, provided that prior permission and coordination for the designated time and place is secured from the proper University authorities.
3. The monthly regular meetings of the Union Executive Board shall be allowed within the premises of the University, specifically at the Office designated by the University to the Union. Provided that, it shall not in any way disturb and/or disrupt the regular functioning of the University.

ARTICLE III
Union Rights and Privileges

Section 1. The UNION shall have the right to exercise the prerogatives of a legitimate labor organization as provided for under the Constitution and other laws.

Section 2. The Union members shall have the right to be free from any kind of harassment, discrimination, compulsion, unfair treatment or any oral or written abuse from management.

Section 3. Any union member shall have the right to report any kind of harassment, discrimination, compulsion, unfair treatment or any oral or written abuse from management to the UNION or to any Union member or the UNIVERSITY or any member of the community of the University.

ARTICLE IV
Obligation of Both Parties

Section 1. Justice and Fairness

1. The MANAGEMENT and the UNION shall not discriminate against any employee because of his membership or non-membership in the UNION.
2. Recognizing that without a strong business foundation, there could be no employer and employee relations, much less job security, the UNION and the UNIVERSITY hereby agree to extend full support and cooperation to each other towards industrial peace and shall uphold the Mission and Identity of the University.
3. The UNIVERSITY shall listen to the counsel and welcome the inputs of the UNION relative to university rules and regulations that affect employees.

ARTICLE V
Union Representations

Section 1. The UNION President or his representative may be allowed to have a seat in boards or committees that do not exercise management prerogatives. The UNIVERSITY shall not request that management representative be seated as part of the executive board (or the like) of the UNION. In cases where the UNION President or his/her representative may be seated, he/she shall be as Honorary Member with full recommendatory powers.

Section 2. The UNION President or his representative is a member of the Personnel Selection, Rank and Tenure Committee (PSRTC).

The function of the PSRTC is to recommend to the University President:

a. the hiring and initial rank of personnel;
b. the appropriate rank of personnel at the start of every school year based on performance evaluation;
c. the conferment of tenure appointments to personnel;
d. rank classification and salary adjustment;
e. policies and procedures on hiring, ranking and performance evaluation; and
f. other personnel issues and concerns that need to be resolved.

ARTICLE VI
Qualifications, Status and Classifications of Faculty Members and Non-Teaching Employees

Section 1. Classification. Personnel may be classified as Full-Time or Part-Time.

A. Academic Personnel

1. Full-time academic personnel are those who meet all the following requirements:
   a. Who possess the minimum academic requirements prescribed by the Department of Education (DepEd) for basic education, Commission on Higher Education (CHED) for tertiary education, Legal Education Board for Juris Doctor and other institutional requirements.
   b. Who have no other full-time remunerative occupation elsewhere or requiring regular hours of work that will conflict with the working hours in the University.
   c. **For Academic Teaching:** Who are paid monthly based on the full teaching load or regular teaching load of 24 units or equivalent hours for college faculty or 21 units for grade school/high school.
   d. **For Academic Non-Teaching:** Whose regular working day of not less than eight (8) hours a day or 48 hours per week is devoted to the school.
2. Part-time academic personnel are those who do not meet one or more of the requirements for full-time academic personnel.
3. Part-time academic personnel are those whose teaching load does not exceed 17 units or equivalent hours.
4. Part-time academic personnel are given part-time work load, but because of exigencies of service, may be given full work load although their employment status remains part-time.
5. Academic teaching personnel who are credited with units for non-teaching assignments render the equivalent of two (2) hours per week for every unit assigned.

B. Non-Academic Personnel

1. Full-time non-academic personnel are those whose regular full work load is eight (8) hours of work a day from Monday to Saturday (or under flexible schedule from Monday to Friday under the compressed work-week scheme) for a total of 48 hours a week.
2. Part-time non-academic personnel are those who render less than the work time of full-time non-academic personnel.

C. **Part time Personnel (Academic or Non-academic)** cannot attain permanent status and hence, may be terminated from service when qualified personnel become available.

Section 2. Tenure. Qualified employees acquire regular status after meeting the requirements set under the SMU AEM (Administrative and Employment Manual) and the minimum requirements set forth by the CHED or DepEd, the Labor Code and other pertinent laws.

Those who have been temporary for at least two years and subsequently attained the minimum qualification may be granted a shortened probationary period as follows:

1 The three years should show an increasing trend of performance evaluation rating in the Satisfactory level (rating of 75 to 79), or sustained at least Very Satisfactory performance rating.

2 A temporary personnel's performance evaluation rating that slides down within the Satisfactory level will require an extended one year probationary period.

3. As provided in page 85-86 of AEMAP, 2015 edition:
Probationary Academic Personnel. *A full-time Academic Personnel who holds the required minimum qualifications for his position who is on trial basis by the University, but has been in the employ of the University for less than six consecutive semesters with at least a satisfactory (75%) performance rating to*

attain a regular status. Teaching stint of ATP during the summer term shall not be computed for the purpose of determining the probation period (as stated in the MORPHE).

The period of probation may be shortened by the University President upon the recommendation of the Personnel Selection, Rank and Tenure Committee (PSRTC). One year of probation may be waived for every year of outstanding performance, but in no way can it be less than two (2) years.

4 The personnel's employment period prior to the attainment of minimum qualification will remain as temporary/part-time employment.

5 The counting of years of service as basis for the longevity award and other benefits remains as presently practiced.

Section 3. Criteria for Promotion

1. The normal (yearly) promotion in rank or step is not automatic, but depends mainly on performance of the employees. For maintenance, general services and office personnel and basic education teachers, promotions are by step. For all other employees with faculty rank, the promotions are by rank.
2. When the years of service of an employee merit promotion, it is considered efficient service. For full-time faculty/staff, a year of service with promotion is considered 1 year of efficient service. For part-time faculty, a year of efficient service merits a promotion of one half (1/2) year.
3. Promotion through the merit system shall be based on the following criteria:
   a. Excellence
   b. Innovation
   c. Communion
   d. Christ's Mission
4. An employee has to have at least 70% of "satisfactory" performance rating to be qualified for promotion. Those who get below 70% or "Unsatisfactory" rating are retained. For Probationary Academic and Non-Academic Personnel, a "Satisfactory" performance rating of at least 75% shall attain regular status.
5. The final decision on promotion/retention is made by the PSRTC based on the evaluation rating except for extraordinary cases where other factors have to be necessarily considered. Thus, the administration reserves the right to promote/retain faculty members and staff due to reasons other than the performance evaluation rating.

Section 4. Academic Ranking.

The college academic ranks are:

Years of efficient service in SMU or according to appointment		Academic Rank
1st	to 3rd yr.	Assistant Instructor
4th	to 5th yr.	Instructor 1
6th	to 8th yr.	Instructor 11
9th	to 11th yr.	Senior Instructor
12th	to 13th yr.	Assistant Professor 1
14th	to 15th yr.	Assistant Professor 11
16th	to 17th yr.	Assistant Professor 111
18th	to 19th yr.	Associate Professor 1
20th	to 21st yr.	Associate Professor 11
22nd	to 23rd yr.	Associate Professor 111
24th	and up	Professor

The Basic Education step ranks are:

Years of efficient service in SMU or according to appointment	Scale B (Basic Education Teachers)
1	Step 1
2	Step 2
3	Step 3
4	Step 4
5	Step 5
6	Step 6
7	Step 7
8	Step 8
9	Step 9
10	Step 10
11	Step 11
12	Step 12
13	Step 13
14	Step 14
15	Step 15
16	Step 16
17	Step 17
18	Step 18
Subsequent years	One step rank each efficient year

Section 5. Non-Academic Ranking.

The ranks for the non-academic employees are:

Years of efficient service in SMU or according to appointment	Scale 1 (Office Personnel)	Scale 2 (With Certificate) and 3 (Without Certificate) and Scale 4 (General Services)
1	Step 1	Step 1.1
2	Step 2	Step 1.2
3	Step 3	Step 1.3
4	Step 4	Step 2.1
5	Step 5	Step 2.2
6	Step 6	Step 2.3
7	Step 7	Step 3.1
8	Step 8	Step 3.2
9	Step 9	Step 3.3
10	Step 10	Step 4.1
11	Step 11	Step 4.2
12	Step 12	Step 4.3
13	Step 13	Step 5.1
14	Step 14	Step 5.2
15	Step 15	Step 6.1
16	Step 16	Step 6.2
17	Step 17	Step 7.1
18	Step 18	Step 7.2
Subsequent years	One step rank each efficient year	2 efficient years in each step

ARTICLE VII
Teaching Load

Section 1. Teaching Load

1. In accordance with CHED, DepEd, institutional requirements and related laws, the normal teaching load shall be as follows:
   a. Tertiary: for Tenured and Probationary 24 unit-hours per week

b. Basic Education: 21 units, which include 21 teaching hours within 40 -hour workload per week.

2. Every faculty member shall be paid in accordance with his/her load.
3. Job vacancies shall be made known to all. The University however retains the management prerogative on whom to hire.
4. The University shall, as much as possible, maintain a class size of specific number of students per class based on CHED and DepEd regulations and regulations of other accrediting agencies. However, flexibility on both sides will be respected based on the realization of the objectives and mission of the university.

Section 2. Teaching Load Assignment

The Teaching Loads shall be assigned following the order of priority indicated below:

1. Permanent full time faculty
2. Probationary faculty
3. Department Heads
4. Academic and Administrative officers
5. Faculty in office with fixed units
6. Faculty in office without fixed units
7. Office personnel (maximum of 6 units only per semester)

Section 3. Four-Preparation Limit.

An Academic personnel may be given a maximum of four preparations, except in exceptional cases where the expertise and availability of the academic personnel is needed or required.

Section 4. Thesis Mentorship and Panel Membership. Faculty members handling undergraduate thesis advising (maximum of 5 researches) and thesis panel evaluation shall be entitled to a reasonable honorarium. Faculty members, however, are proscribed from declining thesis mentorship and panel membership.

ARTICLE VIII
Working Conditions

A. Academic Personnel

Section 1. Classrooms. All classrooms must be provided with proper lighting and proper ventilation.

Section 2. Change in Teaching Assignment. The subject assigned to an academic personnel shall not be changed if the academic personnel has already met the class for at least 6 hours, except in the following cases:

a. If the subject is abolished;
b. If the newly opened subject is in conflict with the given subject of the academic personnel qualified to teach the subject;
c. If the subjects are merged, without prejudice to the number of students allowed per class; and
d. Contingencies beyond university's control.

Section 3. Absences. Absences on official business do not affect performance evaluation and pay. Absences that affect performance evaluation are personal absences excluding death of immediate family member, sickness with medical certificate and emergency cases as assessed by the supervising head.

Section 4. Submission of Final Grades. Final grades shall be submitted within 3 days after the last day of the final exams excluding Sundays or holidays.

Section 5. Faculty Rooms. The UNIVERSITY shall ensure that the faculty rooms for the academic teaching personnel are conducive for efficient performance of functions by providing proper lighting, ventilation, and reasonable access to restrooms.

B. NON-ACADEMIC PERSONNEL

Section 1. Office Schedule. The regular office schedule is from 7:30 a.m. to 12:00 noon and 1:00 p.m. to 5:30 p.m. from Monday to Thursday and 7:30 a.m. to 11:30 a.m. and 1:00 p.m. to 5:00 p.m. on Friday. Deviations from the usual work hours can be recommended by the head of office subject to the approval of the Vice President for Administration.

Section 2. Break Time. Non-academic personnel are allowed a 15-minute break in the morning and in the afternoon. The Head of Office shall ensure, however, that the break be availed by the personnel on rotation basis so as not to disrupt the services of the office.

Section 3. Absences. Absences on official business do not affect performance evaluation and pay.

Section 4. Tardiness. The UNIVERSITY expects all personnel to have a professional attitude towards attendance and punctuality at work. A personnel is given a daily grace period of five minutes. Accumulated tardiness beyond five minutes shall be deducted from their salary in the succeeding month. Such grace period shall not be a mitigating factor in considering the personnel's performance evaluation and promotion.

Section 5. Office Conditions. The UNIVERSITY shall ensure that the workplace for the non-academic personnel is conducive for efficient performance of functions by providing proper lighting, ventilation, and reasonable access to restrooms.

ARTICLE IX
Career Advancement

Section 1. Professional Development. The academic and non-academic personnel may be allowed to attend trainings, seminars, workshops relevant to their work, upon recommendation of the office head, with financial subsidy from the University.

Section 2. Study Grant Program

A. Academic Personnel
   1. Regular and tenured academic personnel.
      As a special benefit, regular and tenured academic personnel can avail of the study grants within the University in line with the University's Faculty and Staff Development Program.

      a. Employees have to seek the Administration's approval of their intended program/studies to be taken up in SMU.

      b. Only the employees enrolled in the graduate school for masters or doctoral programs which have been approved by the Administration shall enjoy free tuition and miscellaneous fees. If the employee resigns in the middle of the

semester, he/she will be charged pro-rata. Those who pursue undergraduate studies related to their field of teaching enjoy full discount on fees. They should however have their scholarship approved by the Supervising Vice President.

c. Employees on study grant will be charged correspondingly all fees for failing marks, incomplete grades and dropped subjects.
d. Study grants shall be endorsed by the immediate superior and the HRDC Director to the Supervising Vice President.
e. For part-time employees, the discount will be pro-rated based on the number of units.
f. The privilege shall not apply to the course Juris Doctor
g. Further, the employee is given only six (6) years to finish the course.

2. Probationary academic personnel. Probationary faculty members are given one hundred percent (100%) tuition fee discount if enrolled in the University after at least one school year of full-time teaching in the University, provided that they are also teaching in the institution during the semester when they enjoy this benefit and provided further that the following shall be observed:
   a. He/she should finish the degree within a period of three (3) years.
   b. He/she should earn satisfactory grades in all subjects.
   c. He/she should render service equivalent to one (1) year for every year of study, starting from the time he/she obtains the master's degree
   d. Violations of the conditions shall entail the employee to pay back the total fees without prejudice to other legal remedies available to the University.

3. Grantees of this program are bound to comply with the following service payback requirements, counted from the time of completion of the last unit :

Total Units Completed	Service Requirement	Total Unit Completed	Service Requirement
3-9 units	1 year	33-39 units	6 years
10-15 units	2 years	40-45 units	7 years
16-21 units	3 years	46-51 units	8 years
22-27 units	4 years	52-57 units	9 years
28-33 units	5 years	Above 57 units	10 years

4. For faculty members sent to study outside the University, the return year of service shall be as follows, unless otherwise specified in the contract of studies outside SMU:

   a. Four (4) years for every year of full-time study leave
   b. Three (3) years for every year of study leave with part-time work
   c. Two (2) years for every year of full-time work with studies

5. Should the employee decide not to complete the service payback, he/she shall be obliged to pay the following:
   a. Cost of studies to include school fees, stipends, travel allowances and salaries covering the deloaded units for the studies.
   b. Legal interest of 6% per annum compounded annually.
   c. Liquidated damages in the amount of Php 25,000.00 for scholars solely supported by SMU and Php 50,000.00 for scholars supported both by SMU and other agencies.
   d. Attorney's fees of 10% of whatever is due to the University.
   e. Cost of litigation

B. Academic and Non-academic Personnel Studying on their own Expense

a. Permanent employees enrolled on their own expense at Saint Mary's University shall be granted a 20% discount on tuition fees if enrolled in the masterate degree program, and 10% discount on tuition fees if enrolled in the doctorate and Juris Doctor programs."
b. The employee is required to accomplish the permit to study to avail the discount.
c. Academic personnel with full work load in the University (teaching and non-teaching) and who are enrolled on their own expense, may avail of the 50% discount on tuition fees if enrolled in allied/aligned masterate degree program in SMU.
d. Permit to study and progress reports are required to be accomplished.

Section 3. Payback for Trainings, Seminars, Workshops and Travels

An employee who decides to leave Saint Mary's University is obliged to pay those enumerated below if he/she availed of support from university for trainings, seminars, workshops and travels requiring an absence on official business of 3-20 days, in the past 12 months or an absence on official business for more than 20 days in the past 24 months.

a. Cost of training, etc. (such as registration fees, travel expenses, accommodation, allowances, salaries for the period while on training, etc.)
b. The reckoning period of computation of payback should be the time of resignation. Simple interest is to be applied for the first year but if not paid within a year, compound interest will be applied.

ARTICLE X
Scholarships

Section 1. Dependents' (children) Scholarship Educational Benefits for Employee Dependents.

1. Legal dependents (of age 24 years or less) of regular and tenured employees enjoy 100% tuition and miscellaneous fees discount when enrolled at Saint Mary's University (from Kindergarten 2 to College).
2. The discount does not include higher computer laboratory fees, laboratory fees for all major subjects and RLE fees for Nursing, Midwifery and other health-related courses.
3. No refund of excess scholarships will be allowed. Government grants, subsidies and scholarships shall be credited to the account of the students. The discount for being an academic scholar will be applied to the remaining charges not covered by the dependent discount.
4. The benefit does not include masteral and doctoral degrees, Juris Doctor, and a second undergraduate degree, even if the first was obtained in another school.
5. Failed subjects, unremoved INC marks and UW subjects after the close of the petition period shall be paid by the employee.
6. This benefit shall be cancelled when the personnel resigns or is terminated for a cause.
7. When the employee goes on leave without pay for up to one (1) year, the study grant of his/her dependent continues. However, if the employee does not report back to work after the leave, the study grant will be revoked and he will be charged to the cost of the dependent's study grant during the leave.
8. This benefit will be continued even after retirement, death or total and permanent disability of the employee.
9. Effective SY 2017-2018, there will be no more limit in the number of legal dependent children who will enjoy the educational benefits provided for regular and tenured employees.

ARTICLE XI
Provisions for Salaries and Other Economic Benefits

Section 1. Incremental Proceeds.

1. In its exercise of valid management prerogative, the University shall retain the right to distribute incremental proceeds from tuition fee increase provided that it shall comply with the 70% - 20% - 10% division as provided by law.
2. In computing the gross tuition fees and incremental proceeds, which may serve as sources of salary and benefit increases, the actual number of units and the incremental proceeds law and Supreme Court ruling on incremental proceeds shall be used as bases.
3. For purposes of determining the gross tuition fees and incremental proceeds, and the seventy percent (70%) thereof, the University agrees that the Union officers or their authorized representatives shall have access to student assessment forms, list of scholars and other relevant records or documents.
4. For Academic Year 2022-2023, the University shall grant an equitable 2% across the board increase in basic salary.

Section 2. Pay Days. The salaries of all personnel shall be paid twice a month not later than the fifteenth (15th) day and the end of the month.

Section 3. Paternity, Maternity, Employee Insurance and Sickness Benefits.

1. The University shall assist teaching and non-teaching employees in securing their paternity, maternity, and sickness benefits in accordance with Law.
2. The University shall comply with the SSS Law.
3. The University shall give in advance (within one month from the expected delivery) the full amount of the computed SSS benefits.

Section 4. Service Incentive Leave and Other Paid Vacation Leaves. Employees shall enjoy the following leaves:

1. 7 days service incentive leave, which is monetized, if unused.
2. 5 days sick leave with pay, which is not monetized if unused.
3. 10 days Christmas vacation leave with pay.
4. Two (2) days field trip leave with pay for non-academic personnel, Non-teaching academic personnel and administrators rendering mainly office work.
5. 3 days Holy Week leave covering Holy Monday, Holy Tuesday and Holy Wednesday.
6. 10 days semestral vacation leave for College faculty (after the first semester; after the second semester and after the midyear term)
7. One (1) month vacation leave with basic pay for basic education teachers between the end of the school year and start of the new school year.

Section 6. Birthday Leave. All regular, probationary and temporary employees shall be entitled to one day birthday leave with pay. Permanent employees will be granted a Php1,000 birthday cash gift which may be claimed one day before birth date.

Section 7. Bereavement Leave. All employees shall be entitled to seven (7) working days bereavement leave with pay that may be availed within the 40-day period from date of death of employee's immediate family member. This leave aims to allow the employee to

attend to the funeral wake, interment, 9th day and 40th day of death of employee's immediate family member.

The bereavement leave covers the demise of the following legitimate immediate family members:

1. Parents
2. Brothers/sisters, half-brothers/half-sisters
3. Spouse
4. Children
5. Parents-in-law

Section 8. Leave of Absences

1. **Union Leaves**. The Union may request any of its officers to avail a total of fifteen (15) day union leave per year with pay to engage in research on labor and industrial relations, or labor disputes, or to undertake activities that are intended to resolve intra- or inter- Union activities and other union-related activities provided that a proper permission be secured by the Union within a reasonable time prior to availing such leave. In no circumstance should this leave affect the performance efficiency rating of the faculty member or employee allowed by the union to use this leave.
2. **Leave of Absence Without Pay.** A personnel of Saint Mary's University may, upon the recommendation of the Academic Dean/Head of Office and the approval of the Advisory Board, be granted a leave of absence without pay provided that:
   a. The chief purpose for such leave may be protection or recovery of health and board or bar examination review;
   b. Such leave of absence shall take effect at the start of a semestral or short term. A one-semester leave is preferably granted during the second semester. A short term leave may only be arranged with the Dean;
   c. The period of such leave shall not be less than one semester and not more than a year. It should either be a semester, two semesters, a semester and a mid-year term, or two (2) semesters and a mid-year term;
   d. During the period of the leave, the employee shall not accept employment outside of Saint Mary's University. To do so would be tantamount to resignation;
   e. Under ordinary circumstances, the leave of absence shall be filed at least thirty (30) days before the affectivity;
   f. Upon return, the employee shall carry the rank/step held before the leave;
   g. One who is granted Leave of Absence without Pay and does not immediately return to work at the end of the leave period shall be considered resigned from the University after noncompliance with the return to work notice;
   h. This Leave of Absence shall not be included in the computation of the actual years of services rendered;
   i. The employee who propose to take a leave should apply to the Dean or Head of Office who shall make the necessary recommendation to the Advisory Board; and
   j. In special circumstances where a personnel who has served for less than 10 years and who has already availed of the Leave of Absence without Pay applies for a leave, the Advisory Board shall review the application and make the decision. The leave shall not be more than six months.

Section 9. Death Benefits.

1. In the event that a member dies from any cause except self-inflicted injuries, his/her officially nominated beneficiaries shall be entitled to receive a death benefit in lump sum equal to the Retirement benefit (last monthly salary multiplied by the corresponding retirement benefit rate multiplied by the credited years of service) but not less than Php50,000.00.

2. The officially nominated beneficiaries of a deceased member shall be granted a funeral benefit of Php50,000.00 .

Section 10. Longevity Pay/Loyalty Awards.

1. Employees who have rendered 5, 10, 15, 20, 25, 30, 35, 40 and 45 years of full-time service are entitled to awards as follows:

Years of Full Time Service	Award
5	Php4,000
10	Php8,000
15	Php12,000 plus a Certificate of scholarship for one (1) ward from Kindergarten 2 to college of single/childless married employee
20	Php20,000
25	Php10,000 plus a Certificate of Scholarship for one (1) ward from Kindergarten 2 to college
30	Php30,000
35	Php35,000
40	Php40,000

Section 11. Medical and Dental Benefits.

1. The University shall provide all employees free medical and dental consultation and basic first aid in the university clinics.

2. The University shall provide probationary and permanent employees an annual medical examination free of charge which includes the following: ECG, chest x-ray, CBC, urinalysis, blood chemistry which includes: FBS, BUN, Creatinine, Cholesterol, HDL, LDL, Triglycerides, Uric Acid, SGPT and SGOT.

Section 12. Insurance Protection.

All full time employees are covered (on a rider policy, as negotiated by Administration) by the group accident insurance package that covers all enrolled students of the University which may vary from year to year. The benefits under this accident insurance coverage may include.

- Accidental Death/Disablement
- Unprovoked Murder and Assault
- Burial Benefit (accident case)
- Medical Expense Reimbursement (accident case)
- Separate Cash Assistance (for natural death)
- Daily Cash Allowance (60 days max/accident confinement)
- Daily Cash Allowance (60 days max/sickness confinement provided not congenital)
- Emergency Cash Assistance (due to fire and earthquake)

Other Features

- 24 - Hour coverage for 365 days, worldwide, (accidents within and outside the school premises)
- With Motorcycle Coverage – (whether a passenger or driver/operator of any 2 or 3 or 4 wheeled motorized vehicles), provided with driver's license and head gear/helmet.
- Dog, cat, snake bites and any form of animal bites – covered.
- Food poisoning – covered.

Section 13. Overtime Pay and Field Work.

1. Employees, except those with administrative pay, who render overtime work with prior written approval by the VP Administration and VP Finance shall be paid in accordance with the law.
2. Field workers, including faculty who escort students to competition are given travel, meal and lodging allowances.

Section 14. Mid-year term Pay

Permanent and probationary full-time college faculty members are entitled to a two-unit midyear term pay whether they teach or not during mid-year term. This mid-year term pay is over and above the regular mid-year term pay, if the faculty member has midyear term load (teaching or research load).
College faculty members who teach for one semester only will be entitled to one-unit pay.

Section 15. Retirement Benefits

Please see Annex A – SMU Retirement Plan rules and regulations.

Section 16. Resignation Benefit

A member who resigns from the University prior to his retirement date shall receive an amount equal to a percentage of the retirement benefit (last monthly salary multiplied by the corresponding retirement benefit rate multiplied by the member's actual years of service) in accordance with the vesting schedule below:

Years of Service	Percentage
Less than 10 years	0%
10 but less than 15	20%
50 but less than 20	40%
20 but less than 25	60%
25 but less than 30	80%
30 years and over	90%

Section 17. Sabbatical Leave

1. All full-time faculty and staff who have served Saint Mary's University for 20 years are qualified for sabbatical leave of one (1) month with pay. If not availed, the employee may still qualify for a sabbatical leave of one and one-half (1 ½) months after 25 years of service. If an employee avails the one-month sabbatical leave with pay after 20 years of service, he/she can still avail a half-month leave with pay upon reaching 25 years of service. The leave is upon the recommendation of the Dean or Head of Office, endorsed by the Advisory Board and approved by the President.

2. For the faculty, the sabbatical leave applies only to faculty members who are teaching in the college level and to non-academic personnel. Elementary and high school faculty already enjoy a similar privilege during mid-year term.
3. The chief purpose of the sabbatical leave is for the personnel to be re-energized to continue efficient service to the University.
4. The sabbatical leave pay is based on the salary corresponding to the rank/step of the employee or the total salary for fixed units for those with fixed units.
5. The Advisory Board shall use the following criteria in approving and/or selecting the grantees:
   a. Urgency of purpose
   b. Exigency of service
   c. Seniority
   d. Date/Timing of leave
6. In a given year, the number of grantees to avail of the sabbatical leave shall not be more than 5.
7. The sabbatical leave should preferably start at the beginning of a term. The application for sabbatical leave should be filed at least one month before the start of the leave.
8. The sabbatical leave preferably should not be during peak periods. The recommended periods are second semester or mid-year term.
9. Upon return, the employee shall carry at least the basic load for the semester.
10. The leave shall not be considered as a disruption in the service of the employee.
11. One who is granted sabbatical leave and does not immediately return for work at the end of the sabbatical leave period shall be considered resigned from the university after non-compliance with the return to work notice. The employee shall immediately reimburse the benefit granted through deduction from whatever amounts are due to the employee. In meritorious cases as recommended by the Advisory Board, an extension of the leave without pay may be approved by the University President, but the same must be applied at least 15 days before the beginning of the requested extension.
12. If the sabbatical leave is not availed of by a qualified employee whose application is constantly denied by the Advisory Board/President due to the exigencies of the work force or for other reasons, the sabbatical leave pay for one month (after 20 years of service) and one and one-half months (after 25 years of service) shall be monetized and given upon retirement.

Section 18. Substitution Pay

1. When absence is less than 1 week, the substitute teachers are not paid but merit points are given.
2. When the absence is at least 1 week or more, the substitute teachers are paid.
3. The nature of the absence should be considered for determining merit points and paid substitution.
   - Direct instruction- Paid
   - Supervision (example: teacher attends a meeting)-Merit points
4. Substitution of less than 21 units becomes merit points.
5. For a substitution to be paid, Principal's recommendation and approval by the VPAA are required.
6. The hierarchy in the assigning of substitutes will be followed.
7. Guidelines will be crafted in the revision of the Administrative and Employment Manual for Academic Personnel.

Section 19. Other Benefits.

The Administration:

1. shall pay the 13th month pay of employees in two installments: midyear and not later than December 5 of each year. For emergency cases or other contingencies, an advance of the 13th month pay may be granted. The salaries during approved sabbatical leave and sick leaves with pay shall be included in the computation of the gross pay for purposes of computing the thirteenth month pay. *Honorarium-based pay and NSTP pay shall be included in the computation of the thirteenth month pay.

   ***Honorarium-based pay refers to remuneration for subjects/courses/sections that are kept open though the required minimum number of students are not met, and where the instructors who handle the subjects are paid on honorarium.**

2. may grant a qualified borrower, who must be a regular and tenured employee and a member of the Union in good standing, a salary loan or retirement loan. The prevailing interest rate will be charged to the loan and the existing lending policy of the University shall be applied.
3. shall give a Christmas cash gift of Php 6,000 to every employee (pro-rated based on actual number of months served).
4. give a monthly rice allowance of Php1,500.00 to permanent and probationary employees.
5. shall provide an annual uniform allowance of Php1,500.00 to permanent and probationary employees.

Section 20. Signing Bonus

Once a collective bargaining agreement has been approved by both the University and the Union negotiation team, the Union members as of August 1, 2022 shall be given a signing bonus of Five thousand Pesos (Php5,000.00).

Section 21. Non-Economic Benefits.

1. The employees' share in the incremental proceeds of tuition fee increase shall be distributed not later than three (3) months from the beginning of the school year subject to CHED guidelines.
2. Justifiable absences shall not be taken against the employee in the evaluation. For this purpose, the following are considered justifiable absence:
   a. Sick leave (with medical certificate if sick leave is for 2 days or more)
   b. Absences approved by the University as leaves with pay for a maximum of 10 days
   c. Bereavement leave of 7 working days
   d. Authorized absences incurred by Union officers or their authorized representatives during CBA negotiations, LMC meetings and other Management-Union activities for a maximum of 15 days only
   e. All other institutional and legally granted leaves.
3. The University shall notify the Union of any dismissal for authorized causes or retrenchment of an employee within 30 days prior to the occurrence of such event.
4. The employees shall be informed of the results of their evaluation made by the students, colleagues and/or superiors, as well as the ranking/re-ranking points they earned. This is without prejudice to the right of the concerned employee to inquire how the evaluation was done.
5. The University shall provide a child care facility in AY 2022-2023.

ARTICLE XII
Labor-Management Cooperation (LMC)

Section 1. Declaration of Principles. The parties hereto agree on the principle that all disputes and issues between labor and management may be solved through friendly negotiations, that the parties have the same interest in the continuity of work until all points in controversy shall have been discussed and settled; that an open conflict in any form involves losses to the parties and that every effort shall be exerted to avoid such open conflict.

Section 2. Labor-Management Consultation. The Union shall be consulted in all matters affecting the employment relations and welfare of employees, including revision of rules and policies provided in the Administrative and Employment Manual and other documents.

Section 3. Meetings. Meetings may be called by any party as necessary.

ARTICLE XIII
Termination of Services

Section 1. Resignation and Leave of Absence Without Pay.

1. Except on account of serious illness or when the University deems it necessary, no resignation, leave of absence without pay, or relinquishment of part or all of an official teaching load or working assignments during a school term shall be allowed. Provided it does not violate any contract entered into by the employee and the University.
2. No resignation shall be accepted and no relinquishment of assignment shall be authorized unless:
   a. for a cause
   b. a written notice thereof is given to the University President at least thirty (30) days before it is to take effect.
   c. a clearance for financial and property accountability to the institution is secured and attached to the resignation or relinquishment application, and
   d. it does not violate any contract of commitment signed by the employee.
3. Acceptance of resignation does not carry with it any waiver of financial or property responsibility.
4. An employee who (a) does not report for assignment in any given semester, (b) goes on leave for whatever reason without filing an application therefore, or (c) does not return for duty upon notice that the application for leave has been disapproved and/or any other similar or analogous situation, shall be considered absent without leave (AWOL) and, after fifteen (15) days automatically be terminated from the service for abandonment of duty. In like manner, those who fail to report on duty within thirty (30) days from the expiration of their leave and are not heard from shall be deemed as having abandoned the service and shall be automatically separated without need of notice.
5. An employee who has resigned, with or without separation pay, or has been retrenched with separation pay from the service, and reapplies and is reinstated shall be considered as newly hired employee, and is required to satisfy the conditions for regular permanent or tenured status as provided for our Labor laws or CHED/DepEd regulations and the University's policies, rules and regulations.

Section 2. Termination of Services. The services of an employee may be terminated due to causes as enumerated under the Labor Code or the SMU Administrative and Employment Manual, Code of Proper Conduct, MRPS, MORPHE or other applicable laws, rules and regulations, and/or this agreement.

Section 3. Termination Proceedings.

a. A violation of any of the grounds under the law or rules enumerated above shall be properly investigated and decided within a reasonable period from the filing of formal written complaint.
b. A faculty member or employee may undergo preventive suspension without pay during the pendency of the case. The same, however, shall not exceed thirty (30) days. The University shall have the option of extending the preventive suspension after 30 days but already with pay, in accordance with the provisions of the Labor Code and the SMU Administrative and Employment Manual.

ARTICLE XIV
Grievance Procedure

Section 1. Declaration of Principles.

a. The parties shall agree on the principle that all dispute between the University and the Union may be solved through friendly bargaining and negotiations, that an open conflict in any form involves losses to the parties and that, therefore, every effort shall be exerted to avoid such an open conflict. In line with these principles, the grievance procedure must be followed.
b. In the furtherance of the foregoing principle, the parties shall agree to (1) provide opportunity for discussions of any complaint and (2) establish a procedure for the processing and settlement of grievances.

Section 2. Grievance Procedure

a. Grievance as defined by the Labor Code is any question by either the employer or the union regarding the interpretation or application of the CBA or university personnel policies or any claim by either party that the other is violating any provision of the CBA or university personnel policies.
b. The intention of the parties is to establish the means for prompt disposition and amicable settlement of all complaints arising out of the interpretation, application and compliance with the terms and conditions of the CBA to prevent any interruption or disturbance of the University's operations.
c. Should differences arise, an earnest effort shall be made to settle such matters exclusively in accordance with the following procedures:
    1. The aggrieved party shall submit a written complaint to the University President and the Union President and/or their authorized representatives within three (3) working days.
    2. If the grievance is meritorious, the University President and the Union President and/or his representative shall meet and initially discuss the matter. At his level, best effort to settle the complaint shall be made within five (5) working days.
    3. In the event of non-settlement, a Grievance Committee shall be convened within a reasonable time. It shall be composed of 4 members – two from the University and 2 from the union. The chairman shall be appointed by the University President and the Union President. He shall only vote in case of a tie. The grievance shall as much as possible be settled within seven (7) working days from submission to the Grievance Committee.
    4. The decision of the Grievance committee shall be final and executory unless appealed within seven (7) working days from the date of receipt of the decision.
    5. Any party not satisfied by the decision of the Grievance Committee can refer the issue to the National Conciliation Mediation Board (NCMB).

ARTICLE XV
Strike and Work Stoppage

Section 1. Declaration of Principles.

1. The University and the Union being in agreement that the way to preserve job security and improve the welfare of the employees is to increase the goodwill of the University and that this is accomplished in large part through prompt, courteous, interested, loyal and complete service to the student body and the general public on the part of the employees and it, therefore being to the mutual interest of the University and the Union that the affairs of the University shall continue without inconvenience to the students, the University and the Union shall agree as follows:

   a. Work Stoppage. The Union agrees that there shall be no strike, walk-out, stoppage or slowdown of work, boycotts, secondary boycotts, picketing, sit-down strikes, or any form of stoppage of the operations of the University, provided that the University complies with the provisions of the Collective Bargaining Agreement.
   b. Lock-out. The University agrees that there shall be no lock-out while such agreement is in force and the Union respects the management prerogatives of the University.
   c. Nothing contained in this section shall be construed as a limitation of any of the legal rights of the University or the Union, or to any legal remedy each may have.

ARTICLE XVI
Family Planning, Measures Against Drug Addiction and Sexual Harassment, Cooperation Schemes, and Others

Section 1. Family Planning, Measures Against Drug Addiction and Sexual Harassment.
The University and the Union shall agree to promote family planning education in accordance with the teachings of the Catholic Church, to maintain a school environment free from drug addiction and other drug-related problems, and to condemn and sanction any act of sexual harassment committed by any personnel in all sectors of the University.

Section 2. Cooperation Schemes.
The University and the Union are free to find ways and means by way of cooperation schemes to increase productivity and share benefits resulting there from, worker's education, reduction of monotony of work and recreational activities and job enrichment in accordance with law.

ARTICLE XVII
Effectivity and Duration of Agreement

Section 1. Effectivity and Duration.

This agreement shall be in full force and effect at the start of the academic year 2022 -2023 (August 1, 2022).

The term of such Agreement is five (5) years thereafter or until July 31, 2027 insofar as the non-economic provisions are concerned.

The economic provisions of such Agreement shall be renegotiated within (60) days before the expiration of the third year. Either party may then give notice to the other of its intention to renew, modify or amend the economic provisions of such Agreement in accordance with law.

The terms of this Agreement shall remain in force during the negotiation for a new Agreement and until such new Agreement is finally reached and entered into.

Section 2. Separability Clause.

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation/decree or any law, such invalidation of said particular provision shall not affect the other remaining portions of this Agreement which shall be deemed to be in full force and effect.

This Agreement is entered into by and between the Saint Mary's University and Saint Mary's University Employees' Union (SMU-EU).

Signed this 27th day of October 2022 at the Saint Mary's University Boardroom.

SAINT MARY'S UNIVERSITY (SMU)

Represented by:

Dr. John G. Tayaban
Vice President for Administration

Rev. Fr. Philip A. Yu Jr. CICM
Vice President for Mission and Identity

Dr. Moises Alexander T. Asuncion
Vice President for Academic Affairs

Mrs. Venica S. Acosta
Vice President for Finance & Treasurer

Atty. Epifanio Delbert G. Galima III
Legal Counsel

Mrs. Ruby Lyn R. Nuestro
HRDO Director

SAINT MARY'S UNIVERSITY EMPLOYEES' UNION (SMU-EU)

Represented by:

Mrs. Dorilyn C. Tiongson
President

Dr. Erwin D. Naval
Vice President for Faculty

Mr. Dennis Abosejo
Vice President for Office Personnel

Miss Evelyn J. Rizardo
Board of Director

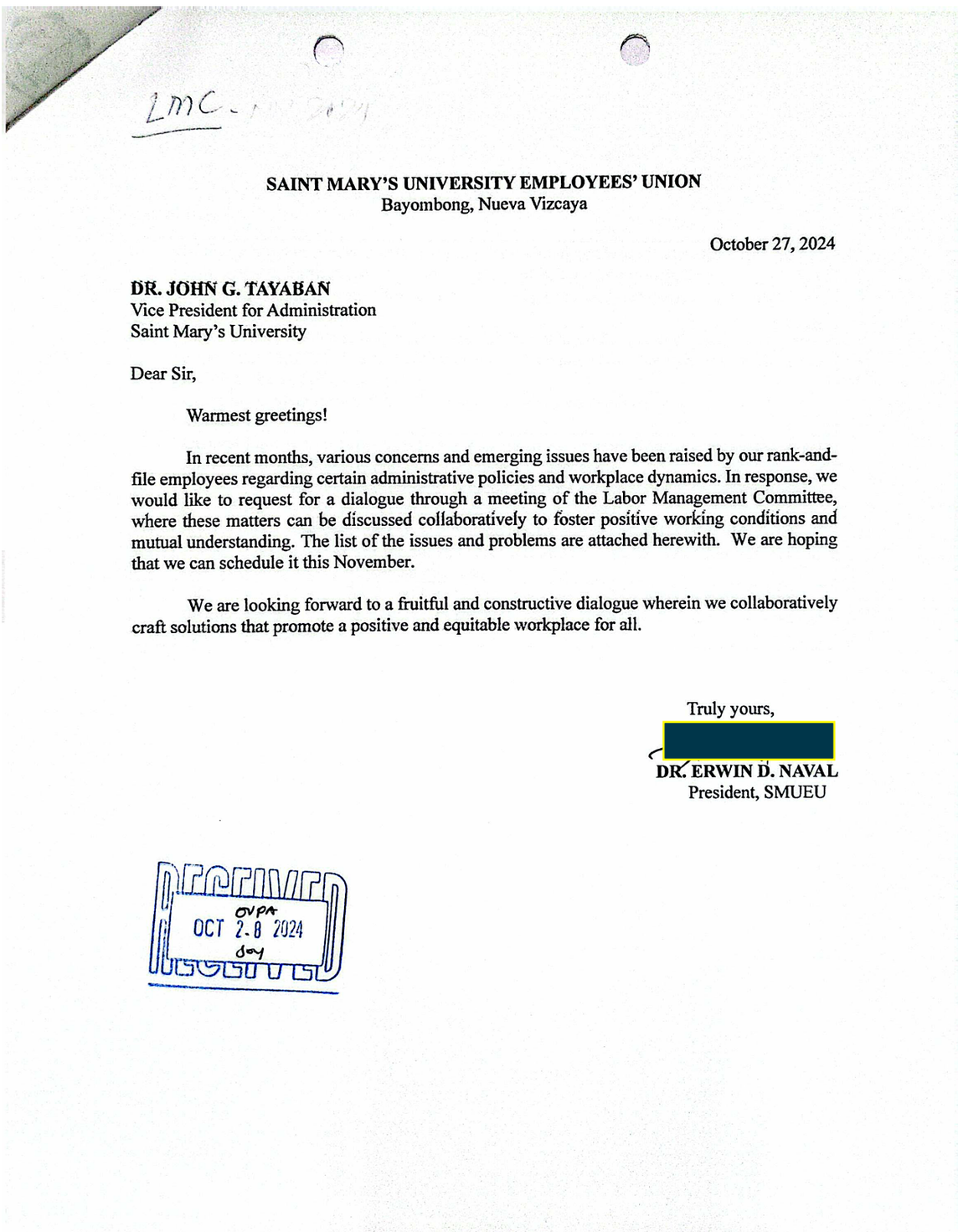
Mr. Francisco L. Lopez Jr.
Board of Director

DR. JOHN OCTAVIOUS S. PALINA
University President

Distribution of Union Members by Sex AY 2024-2025

Employment Category	Male	Female
Academic Personnel/Faculty	192	207
Non-Academic Personnel/Staff	75	70
Tota in AY 2024-2025	192	277
Percentage based on Total Workforce (N=605)	31.73%	45.79%

AY 2024-2025 Labor Management Committee Meetings



LMC - 2024

SAINT MARY'S UNIVERSITY EMPLOYEES' UNION
Bayombong, Nueva Vizcaya

October 27, 2024

DR. JOHN G. TAYABAN
Vice President for Administration
Saint Mary's University

Dear Sir,

Warmest greetings!

In recent months, various concerns and emerging issues have been raised by our rank-and-file employees regarding certain administrative policies and workplace dynamics. In response, we would like to request for a dialogue through a meeting of the Labor Management Committee, where these matters can be discussed collaboratively to foster positive working conditions and mutual understanding. The list of the issues and problems are attached herewith. We are hoping that we can schedule it this November.

We are looking forward to a fruitful and constructive dialogue wherein we collaboratively craft solutions that promote a positive and equitable workplace for all.

Truly yours,

[redacted]
DR. ERWIN D. NAVAL
President, SMUEU

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SAINT MARY'S UNIVERSITY
BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION

DATE: 5 November 2024

TO: **Labor Management Committee (LMC)**

SMU-EU Panel
Dr. Erwin Naval and 4 officers

SMU Management Panel (6)
VPA
VPAA
VPFT
VPMI
Legal Counsel
HRDO Director

RE: **Labor Management Committee Meeting**

Union President Dr. Erwin Naval in his letter dated 27 October 2024, requested to convene the Labor Management Committee (LMC).

Please come to a meeting of the LMC on **6 November 2024, Wednesday, 8:30 AM** at the boardroom to dialogue on the issues listed in the attachment. This aims to foster continuing positive working condition and mutual understanding among employee stakeholders in our University.

Sincerely,

JOHN G. TAYABAN, PhD, RPM, RPsy
Vice President for Administration

Recieved:
11-6-24

Approved:

JOHN OCTAVIOUS S. PALINA, PHD, DBA
University President

SAINT MARY'S UNIVERSITY
BAYOMBONG, NUEVA VIZCAYA, PHILIPPINES

VICE PRESIDENT FOR ADMINISTRATION

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Revision	01
Effectivity Date	2022/11/17
Page/s	Page 1 of 1

Labor Management Council Meeting

ATTENDANCE SHEET

Date: November 6, 2024 **Time:** 8:30PM **Venue:** University Boardroom
Moderator: Dr. John G. Tayaban **Subject:** LMC issues

NAME	OFFICE/DEPARTMENT	SIGNATURE
1. Dr. John G. Tayaban	VP for Administration	[redacted]
2. Rev. Fr. Philip A. Yu, Jr. CICM	VP for Mission and Identity	[redacted]
3. Dr. Moises Alexander T. Asuncion	VP for Academics	[redacted]
4. Mrs. Venica S. Acosta, CPA	VP for Finance & Treasurer	[redacted]
5. Atty. Epifanio Delbert G. Galima, III	Legal Counsel	[redacted]
6. Mrs. Ruby Lyn R. Nuestro	HR Director	[redacted]
7. Dr. Erwin Naval	Union President	[redacted]
8. Jonathan P. Vergara	Union VP - Acad	[redacted]
9. Denny Abosejo	Union VP - Non-Acad	[redacted]
10. Evelyn J. Rufasto	Union - Treasurer	[redacted]
11.		
12.		