



DE LA SALLE
MEDICAL AND HEALTH SCIENCES INSTITUTE

Nurturing ★ *Life*

COLLEGE OF MEDICINE

FACULTY MANUAL

2019-2022





DE LA SALLE
MEDICAL AND HEALTH SCIENCES INSTITUTE
Nurturing Life



COLLEGE OF MEDICINE
FACULTY MANUAL
SY 2019-2020 to SY 2021-2022

CONTENTS

Certificate of Completion IX
Certificate of Recommendation of the Academics and
the Faculty Association to the Management Committee..... X
Certificate of Endorsement of the Management
Committee to the President's Council XI
Certificate of Approval XII
College of Medicine Faculty Manual Committee XIII
DLSMHSI Vision-Mission XIV
Corporate Creed, Values..... XV
Principles of Lasallian Education..... XVI
College of Medicine Vision-Mission XVII
College of Medicine History of Administrative Appointments XVIII
College of Medicine Organizational Structure XIX

I. FACULTY EMPLOYMENT..... 1

A. Regular Faculty..... 1

A.1 Full-Time A..... 1
A.2. Full-Time B 1

B. Part-Time Faculty 2

C. Auxiliary Faculty..... 2

C.1. Rural Clinical Preceptor 2
C.2. Visiting Professorial Lecturer 3
C.3. Guest Lecturer/ Clinical Preceptor..... 3

D. Professor Emeritus 3

D.1. General Principles 3
D.2. Eligibility Criteria..... 4
D.3. Selection Process 4
D.4. Role and Activities 6

E. Academic Appointment 6

E.1. Application and Hiring Process 6
E.2. Determining Academic Rank of FT and PT Faculty Members .. 8
E.3. Basic and Clinical Sciences Appointments 9
E.4. Appointment Outside DLSMHSI..... 9
E.5. Requisites For Determining Entry Academic Rank 10
E.5.1. Assistant Professor..... 10
E.5.2. Associate Professor 10
E.5.3. Professor 10

F. Performance Evaluation..... 11

F.3.1. Sources of Faculty Performance and Corresponding Weights 11
F.3.2. Rating Scale..... 11

G. Promotions 12

G.1. Requisites For Promotion in Academic Ranks/Steps..... 12
G.2. Assistant Professor 13
G.3. Associate Professor 14
G.4. Professor 15
G.5. Procedure For Promotion 15

H.	Tenure Of Faculty	15
H.1.	Tenure and Reappointment	15
H.2.	Change From Probationary to Tenure/Permanent Status	16
H.2.1.	Performance Assessment	16
H.2.2.	Performance Criteria.....	16
H.2.3.	Tenure Requirements	16
I.	Change Of Faculty Status	17
I.1.	From FTA, to FTB or PT (or vice versa)	17
I.2.	Procedure For Change of Status	17
J.	Lateral Transfer	18
J.3.	Policies and Procedures	18
J.4.	Observation/Review Period.....	19
K.	Extension Of Service Of Retired FT Faculty Members	20
L.	Redundancy And Retrenchment	21
II.	CONDUCT OF FACULTY	25
A.	Faculty Rights	25
B.	Duties And Responsibilities	26
B.1.	Teaching Activities	26
B.1.5.	Class Hours	26
B.1.6.	Faculty Attendance.....	27
B.1.7.	Make-Up Classes and Substitution/Replacement.....	27
B.1.8.	Intramural and Extramural Teaching Activities	27
B.2.	Student Support Services	28
B.3.	Administrative and Committee Services.....	28
B.4.	Attendance in School Activities	29
B.5.	Faculty Development Activities	29
B.6.	Research and Scholarship	30
B.6.5.	Research Incentives	31
a.	“Protected Time” for Research	31
a.1.	Eligibility for Protected Research Time	31
a.2.	Guidelines for PRT Availment.....	32
a.3.	Determination of PRT	33
a.4.	Application Procedures & Requirements	35
a.5.	Performance Expectations for PRT Recipients.....	36
a.6.	PRT-Equivalent Research Incentive	36
b.	Dean’s Award for Research/Scholarly Publication.....	37
c.	VCA’s Award for Scholarly Productivity.....	38
d.	Financial Incentive for Paper Presentation	39
e.	Financial Incentive for International Conference Speakers.....	40
B.7.	Community Service.....	40
B.8.	Hospital Service.....	41
C.	Outside Professional Activities, Conflict Of Interest And Conflict Of Commitment	41
C.1.	Outside Professional Activities.....	41
C.1.1.	Non-Compensated Outside Professional Activities	41
C.1.2.	Compensated Outside Professional Activities	42
C.2.	Guidelines on Compensated Outside Professional Activities	43

C.3.	Conflict of Interest and Conflict of Commitment	44
C.3.1.	Conflict of Interest (COI).	44
C.3.2.	Conflict of Commitment (COC).	46
C.3.3.	Request for Approval.	46
C.3.4.	Disclosure, Review, and Resolution of COI and COC	47
a.	Annual Disclosures.	47
b.	Ad Hoc Disclosures	48
c.	Management of Conflicts	48
d.	Disciplinary Action (Sanction).	49
D.	Grievance and Disciplinary Procedures	49
D.1.	Grievance Policies and Procedures.	50
D.1.1.	General Considerations	50
D.1.2.	Grievance	50
D.1.3.	Filing A Grievance	50
D.1.4.	Informal Resolution	51
D.1.5.	Adhoc Grievance Committee.	52
D.1.6.	Grievance Process	53
D.1.7.	Process And Timelines.	54
D.1.8.	Procedural Rules.	55
D.1.9.	Grievance Committee Report	56
D.1.10.	Appeal	57
D.2.	Disciplinary Policies And Procedures	58
D.2.1.	General Considerations	58
D.2.2.	Disciplinary Action	58
D.2.3.	Filing A Disciplinary Action (Complaint/Charge)	58
D.2.4.	Informal Resolution	59
D.2.5.	Adhoc Discipline Committee	59
D.2.6.	Disciplinary Process	60
D.2.7.	Process and Timelines.	61
D.2.8.	Procedural Rules.	62
D.2.9.	Disciplinary Committee Report	63
D.2.10.	Appeal	63
D.2.11.	Offenses and Sanctions	63
a.	General Considerations	63
b.	Offenses	64
c.	Sanctions	67
c.1.	General Considerations	67
c.2.	Prescription of Sanction	69
c.3.	Preventive Suspension.	69
c.4.	Disciplinary Measures (Sanctions).	70
Progressive Discipline Matrix	71	
D.3.	Remedial Measures	72
E.	Policies And Guidelines For The Prevention and Investigation of Sexual Harassment Cases	72
F.	Faculty With Disciplinary Action From the Hospital	72
III.	COMPENSATION AND OTHER PAYMENTS	73
A.	Compensation	73
B.	Basic Science Incentive Pay	73

C. Salary Differential (for Administrators) 73
 D. Overload Pay 74
 E. Paid Substitution/ Replacement 74

IV. UNIFIED BENEFITS OF FACULTY MEMBERS & ACADEMIC SERVICE FACULTY (ASF) 75

A. GENERAL PROVISIONS. 75

B. THOSE MANDATED BY LAW 76

B.1. Philhealth Coverage 76
 B.2. Social Security Coverage 76
 B.3. 13th Month Pay 76
 B.4. Maternity Leave 76
 B.5. Paternity Leave 77
 B.6. Solo Parent Leave. 77
 B.7. Leave for Women Who Are Victims Of Violence. 77
 B.8. Gynecological Leave 77
 B.9. 70% Share in Tuition Fee Incremental Proceeds 77

C. EMPLOYEES COMPENSATION AND INSURANCE. 77

D. LEAVES 78

D.1. Sick Leave 78
 D.2. Prolonged Illness Leave. 79
 D.3. Vacation Leave 80
 D.4. Emergency/Special Leave 81
 D.5. Bereavement Leave 82
 D.6. Service Leave 83
 D.7. Birthday Leave 83
 D.8. Sabbatical Leave. 84
 D.9. Secondment Leave. 85
 D.10. Leave of Absence. 85
 D.10.1. Leaves of Absences With Pay 85
 D.10.2. Leaves of Absences Without Pay 86
 D.10.3. For Special Reasons. 87
 D.11. Study Leave. 87
 D.12. Dissertation Leave 88

E. CHRISTMAS BREAK. 89

F. LONGEVITY PAY. 89

G. 25% MIDYEAR BONUS. 89

H. RICE SUBSIDY 90

I. HAZARD PAY 90

J. CLOTHING ALLOWANCE 90

K. SERVICE AWARDS. 90

L. STUDY GRANTS 91

L.1. Local Study Grant. 91
 L.1.1. External Grant 91
 L.1.2. Internal/Institutionally Subsidized Grant 91
 L.2. Foreign Study Grant 91

M. EDUCATIONAL BENEFITS 91

M.1. For Faculty/ASF 91
 M.1.6. Refund/Repayment Policy. 92

M.1.7.	Return of Service Policy	93
M.1.8.	Thesis/Dissertation Loan	93
M.2.	For Children of Faculty/ASF	94
M.2.1.	Grandfather's Clause Scholarship	94
M.2.2.	Enhanced Br. President Scholarship Program (EBPSP)	94
M.2.3.	Amendment in the Policies and Guidelines for the EBPSP Effective SY 2017-2018	94
M.2.4.	St. La Salle Medical Education Benefit	94
M.2.5.	Tuition Fee Deferment for Children of FT Faculty Members	95
M.2.6.	Addenda on the Scholarship Benefits for DLSHSI Employees	95
N.	HOSPITALIZATION, MEDICAL AND DENTAL BENEFITS	95
N.1.	Health Insurance	95
N.2.	Hospitalization Benefits of Legal Dependents	95
O.	PERMANENT TOTAL DISABILITY BENEFIT	96
P.	GROUP INSURANCE (CEAP RETIREMENT PLAN)	97
Q.	SEPARATION BENEFITS	97
Q.1.	Involuntary Work Separation	97
R.	RETIREMENT BENEFITS	98
R.1.	Retirement	98
R.1.1.	Voluntary/Optional/Early Retirement	98
R.1.2.	Compulsory/Mandatory Retirement	98
R.2.	Retirement Pay	98
S.	BENEFITS AND PRIVILEGES OF RETIRED FACULTY	100
S.1.	Hospitalization and Medical Benefits	100
S.2.	Privileges of Retired Faculty/ASP	100
S.3.	Clinical Practice of Retired Faculty	100
T.	DEATH BENEFIT	101
U.	CLINICAL PRACTICE AT DLSUMC AND AFFILIATED HOSPITALS	102
V.	GEOGRAPHIC PRACTICE AND CONFLICT OF INTEREST	102
W.	ACCESS TO DLSHSI WELLNESS FACILITIES	102
X.	NON-DIMINUTION OF BENEFITS	103
V.	REPEALING CLAUSE	104
VI.	SEPARABILITY CLAUSE	104
VII.	EFFECTIVITY	104
	APPENDICES	105
	ADDENDA	229
	ACKNOWLEDGEMENT	247
	CONFORME	249

APPENDICES

APPENDIX I-A	Attendance And Time Keeping Polices For Faculty Members Of The College Of Medicine	107
APPENDIX I-B	VCA MEMO: Notices, Updates, and Schedules (April 12, 2017)	110
APPENDIX I-C	Criteria For Determining Entering Academic Rank	114
APPENDIX I-D	Criteria For Faculty Promotion In Academic Rank/Step	121
APPENDIX I-E	Policies, Standards, And Guidelines In The Conduct Of Faculty/ASP Performance Evaluation	127
APPENDIX I-F	Creation of IAPRB Effective (SY 2018-2019)	132
APPENDIX I-G	Guidelines On The Implementation Of Redundancy And Retrenchment	137
APPENDIX II-A	Faculty and ASP Development and Continuing Success Program: Policies, Standards, and Guidelines	140
APPENDIX II-B	VCA MEMO: Academic Policies and Administrative Orders (April 16, 2018)	144
APPENDIX II-C	What Counts/Does Not Count As Research?	147
APPENDIX II-D	Implementing Rules and Regulations on the Granting of Research Incentives to Faculty Members and ASP Involved in Research Activities (Effective 2016-2017)	153
APPENDIX II-E	Disclosure Form	156
APPENDIX II-F	Policies and Guidelines for the Prevention and Investigation of Sexual Harassment Cases	160
APPENDIX IV-A	The Philippine Health Insurance Corporation	167
APPENDIX IV-B	SSS Benefits	183
APPENDIX IV-C	Presidential Decree No. 851 Requiring All Employers To Pay Their Employees 13th-Month Pay	198
APPENDIX IV-D	Republic Act No. 8187 - Paternity Leave Act Of 1996	202
APPENDIX IV-E	Republic Act No. 8972 - Solo Parents' Welfare Act Of 2000	204

APPENDICES

APPENDIX IV-F	Republic Act 9262 - Anti-Violence Against Women And Their Children Act Of 2004; Sec 43	208
APPENDIX IV-G	REPUBLIC ACT NO. 9710 - ("The Magna Carta of Women") Sec 18 and Guidelines Governing The Implementation Of The Special Leave Benefits For Women Employees In The Private Sector	209
APPENDIX IV-H	REPUBLIC ACT 6728 - Government Assistance To Students And Teachers In Private Education Act; Section 5(2)	211
APPENDIX IV-I	VCA MEMO: Sabbatical Leave (February 24, 2017)	212
APPENDIX IV-J	Policy on Secondment of Employees	213
APPENDIX IV-K	Enhanced Brother President Scholarship Program (EBPSP)	215
APPENDIX IV-L	Amendment in the Policies And Guidelines for the EBPSP Effective SY 2017-2018	217
APPENDIX IV-M	St. La Salle Medical Education Benefit	218
APPENDIX IV-N	Addenda On The Scholarship Benefits For The DLSHSI Employees	220
APPENDIX IV-O	CEAP Retirement Plan	222

ADDENDA


ADDENDUM 1 (Addendum to Appendix I-B)	VCA MEMO: Notices, Updates, and Schedules (April 22, 2019)	229
ADDENDUM 2 (Addendum to Appendix I-E)	Policies, Standards, And Guidelines In The Conduct Of Faculty/ASP Performance Evaluation (March 17, 2019)	234
ADDENDUM 3 (Addendum to Appendix II-B)	VCA MEMO: Academic Policies and Administrative Orders (July 08, 2019)	239
ADDENDUM 4 (Addendum to Appendix II-D)	Implementing Rules and Regulations on the Granting of Research Incentives to Faculty Members and ASP Involved in Research Activities (September 10, 2019)	241



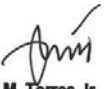
DE LA SALLE
MEDICAL AND HEALTH SCIENCES INSTITUTE
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The Faculty Manual Revision Committees of De La Salle Medical and Health Sciences Institute hereby certify the completion of the College of Medicine, Undergraduate Faculty, Academic Service Faculty, and Special Health Sciences Senior High School Faculty Manuals covering SY 2019-2020 to SY 2021-2022.

Signed on the 11th of July, 2019 at the De La Salle Medical and Health Sciences Institute
City of Dasmariñas, Cavite, Philippines.


Eleanor P. Padua, PhD
Chair, CM Faculty Manual Committee


Nenette A. De Leon, RN, MAN
Chair, Undergraduate Faculty Manual Committee


Efren M. Torres Jr., RL, MLIS
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Chair, Special Health Sciences Senior High
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
DE LA SALLE MEDICAL AND HEALTH SCIENCES INSTITUTE


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Certificate of Recommendation of the Academics and the Faculty Association to the Management Committee

The Academics and the Faculty Association of De La Salle Medical and Health Sciences Institute hereby endorse to the Management Committee the College of Medicine Faculty Manual covering SY 2019-2020 to SY 2021-2022.

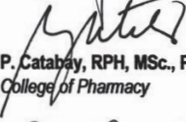
Signed on the 11th of July 2019 at the De La Salle Medical and Health Sciences Institute
City of Dasmariñas, Cavite, Philippines.



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Dean, College of Medicine


Restituta C. Tan, PhD, RM, RN, RGC
Dean, College of Nursing


Engr. Eduardo B. Tibayan, Jr. MSc., PhD
Dean, College of Humanities and Sciences

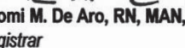

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Dean, College of Pharmacy



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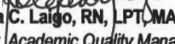

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Naomi M. De Aro, RN, MAN, EdD
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Efen M. Torres Jr., RL, MLIS
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Director, Center for Innovative Education and Technology Integration


Eleanor P. Padua, PhD
President, Faculty Association


Juanita O. Cabanias, LPT, MAE, PhD
Vice-Chancellor for Academics



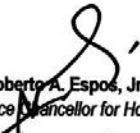
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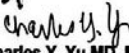
The Management Committee of De La Salle Medical and Health Sciences Institute hereby endorses to the President's Council for approval the College of Medicine Faculty Manual covering SY 2019-2020 to SY 2021-2022.

Signed on the 11th of July 2019 at the De La Salle Medical and Health Sciences Institute
City of Dasmariñas, Cavite, Philippines.


Arlene C. Lacorte, CPA
OIC, Vice Chancellor for Shared Services


Ma. Cecilia Tiongson-Tirona, MHPEd
Vice Chancellor for Lasallian Mission and Linkages


Roberto A. Espos, Jr., MD, FPPS, MHSA
Vice Chancellor for Hospital Operations


Charles Y. Yu MD, MSc, FPCP, FPCC
Vice Chancellor for Research


Juanito O. Cabanias, LPT, MAE, PhD
Vice Chancellor for Academics



DE LA SALLE
MEDICAL AND HEALTH SCIENCES INSTITUTE
Nurturing Life

Certificate of Approval

The President's Council of De La Salle Medical and Health Sciences Institute hereby approves the College of Medicine Faculty Manual covering SY 2019-2020 to SY 2021-2022.

Signed on the 11th of July, 2019 at the De La Salle Medical and Health Sciences Institute
City of Dasmaríñas, Cavite, Philippines.

Arlene C. Lacorte, CPA
OIC, Vice Chancellor for Shared Services

Robert A. Espos, Jr., MD, FPPS, MHSA
Vice Chancellor for Hospital Operations

Ma. Cecilia Tiongson-Tirona, MHPEd
Vice Chancellor for Lasallian Mission and Linkages

Charles Y. Yu MD, MSc, FPCP, FPCC
Vice Chancellor for Research

Juanito O. Cabanias, LPT, MAE, PhD
Vice Chancellor for Academics

Br. Gus L. Boquer FSC, EdD
President / Chancellor

COMMITTEE ON FACULTY MANUAL

SY 2019 - 2022

ELEANOR P. PADLA, PhD

Chair

Maria Esperanza E. Uy, MD

Member (Faculty Employment)

Petronilo B. Parungao Jr., MD

Member (Faculty Employment)

Loreta Zoleta-De Jesus, MD

Member (Faculty Employment)

Debbie D. Dela Fuente, MD

Member (Conduct of Faculty)

Victor L. Mendoza, MD

Member (Conduct of Faculty)

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Member (Conduct of Faculty)

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Jesus Juan L. Versoza, MD

Member (Benefits and Privileges)

Geraldine S. Poblete, MD

Member (Benefits and Privileges)

Kristine Latorre-Mendoza, MD

Member (Benefits and Privileges)



DE LA SALLE
MEDICAL AND HEALTH SCIENCES INSTITUTE
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De La Salle Medical and Health Sciences Institute (DLSMHSI)

is a full-complement medical and health allied institution that provides holistic, excellent, and premium health professions education, health care, and research services in a nurturing God-centered environment as it pursues its commitment of Nurturing life.

VISION

We envision De La Salle Medical and Health Sciences Institute as a world class, God-centered health institution committed to achieving the highest quality of life and equity in health for our people.

MISSION

De La Salle Medical and Health Sciences Institute shall be a leading institution of excellence in health professions education, health care and research.

We shall nurture life-long learning, competent teaching, compassionate holistic healing and scientific inquiry. We shall produce God-loving, person-oriented and patriotic health professionals in the spirit of St. John Baptist de La Salle.

Through visionary leadership, careful stewardship and synergy with global and local partners, we shall continuously catalyze the spiritual, social and economic transformation of our communities and country.

CORPORATE CREED

We, at De La Salle Medical and Health Sciences Institute, commit ourselves to be compassionate, world-class and God-centered in upholding the highest quality of life and equity in health for our people.

As a Lasallian institute which manifests reverence for life, we exercise visionary leadership and espouse excellence in education, health care and research.

Imbued with the spirit of faith as exemplified by our patron St. John Baptist De La Salle, we inspire our community members to be patriotic, person-centered, God-loving health professionals.

We are Lasallians steadfast in our zeal for service as we nurture life-long learning, quality holistic healing, and ethical inquiry.

We are in communion in mission with Lasallians worldwide and in synergy with local and international partners in catalyzing the spiritual, social and economic transformation of our community and country.
Live Jesus in Our Hearts, Forever.

“Nurturing Life”

VALUES

Spirit of Faith
Zeal for Service
Communion in Mission
Reverence for Life

PRINCIPLES OF LASALLIAN EDUCATION

As inheritors of Lasallian legacy and collaborators in the Lasallian mission, we are convinced that:

- Lasallian education is a mission and ministry at the service of God, the Church, and society, and directed forwards integral human and Christian development and liberation
- Lasallian education is imbued with a spirit of faith...marked by zeal... is exercised as a community in mission
- Lasallian education forms disciples, citizens, prophets, and professionals, who bring the transforming power of the Gospel to bear on culture and on every human endeavor in order to realize God's kingdom of truth, justice, love, and peace

Guided by these principles, we believe that:

Lasallian educators are service-oriented professionals who:

- are genuinely committed to the integral human and Christian development of diverse types of learners through personal witness and service;
- are attentive to learners in their uniqueness and seek to build appropriate relationship that promote total human formation;
- are committed to life-long personal and professional improvement and service;
- work together creatively, constructively and enthusiastically both to realize the Lasallian mission, and to assure effectiveness and vitality of the institutions to which they belong; and
- serve as resources for the renewal of the Church and for the integral development of society.



VISION

The College of Medicine, an integral part of the De La Salle Medical and Health Sciences Institute, envisions itself as the resource for the healing ministry of the entire Lasallian family. Guided by the core values of spirit of faith, zeal for service, communion in mission and reverence for life, the College of Medicine shall be a catalyst and active participant in transforming society, building a healthy nation, and promoting knowledge-based way of life.

MISSION

The De La Salle Medical and Health Sciences Institute
College of Medicine
shall be an internationally recognized center
of excellence in medical education and research.
It shall produce competent and committed
health care managers, providers, researchers,
and educator through: quality, student-centered,
globally positioned, locally relevant
educational programs; a socially cognizant,
community-oriented, and holistic curriculum
that embraces public health and alternative medicine; a
challenging and integrated learning environment; excellent
faculty; and innovative and dynamic leadership.

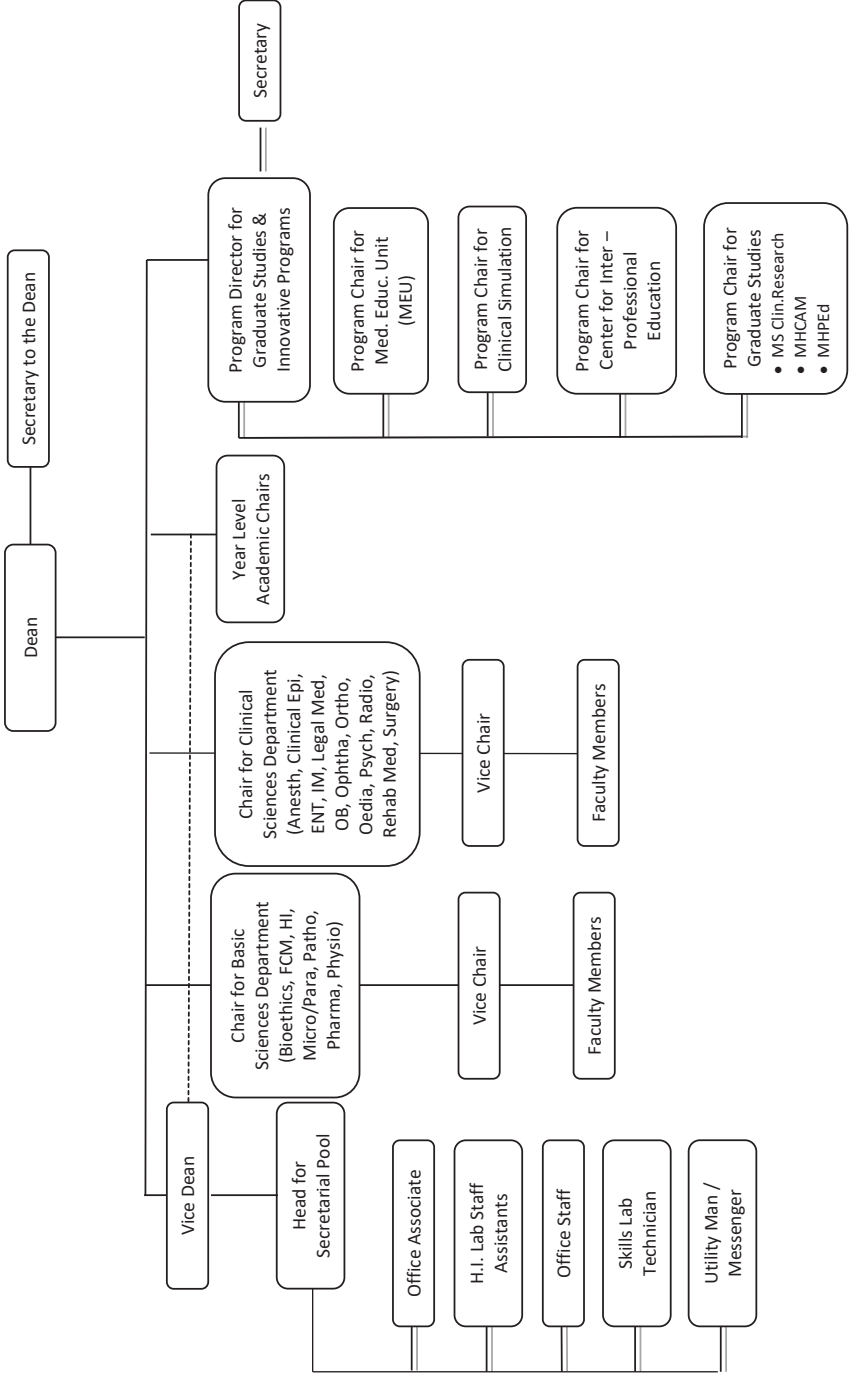
HISTORY OF APPOINTMENTS

COLLEGE OF MEDICINE

School Year	Vice President/Vice Chancellor for Academics	Dean	College Secretary/Vice Dean
1979 - 1987		Lourdes E. Campos, MD	June 1979 - May 1987 - Eduardo G. Gonzales MD College Secretary
1987 - 1993		Eduardo G. Gonzales, MD	Brendan Ferrolino, MD College Secretary
1993 - 1994	1993 - 2002 - Eduardo G. Gonzales, MD Executive Vice President	Concurrent Director- University Medical Center June 1, 1993 - May 31, 1996 - Jose N. Esteban, MD	June 1, 1993-May 31, 1996 - Ricardo R. Santi, MD College Secretary
1994 - 1995		Jose N. Esteban, MD (resigned on May 31, 1995)	Ricardo R. Santi, MD College Secretary
1995 - 1998		June 1, 1995 - May 31, 1998 - Ricardo R. Santi, MD	June 1, 1995 - May 31, 1998 - Victor L. Mendoza, MD College Secretary
1998 - 1999	June 1, 1998 - May 31, 2001- Ricardo R. Santi, MD Director Academic Services	June 1, 1998 - May 31, 2001- Ricardo R. Santi, MD (resigned on August 31, 1999)	June 1, 1998 - May 31, 2001 - Victor L. Mendoza, MD College Secretary
1999 - 2000	Sept 1, 1999 - Aug.31, 2002 - Romeo P. Ariniago, MD Director Academic Services	Sept 1,1999 - Aug 31, 2002 - Romeo P. Ariniago, MD	Sept 1, 1999 - May 31, 2002 - Victor L. Mendoza, MD College Secretary
2000 - 2002			June 1, 2000 - May 31, 2002 - Cynthia L. Hipol, MD College Secretary
2002 - 2007	June 1, 2002 - May 31,2007 - Romeo P. Ariniago, MD Vice President for Academic Services	June 1, 2002 - May 31, 2005 - Romeo P. Ariniago, MD Nov 1, 2002 - May 31, 2003 - Cynthia L. Hipol, MD Acting Dean June 1, 2003 - May 31, 2006 - Cynthia L. Hipol, MD June 1, 2006 - May 31, 2007 - Romeo P. Ariniago, MD	June 1, 2002 - May 31, 2003 - Cynthia L. Hipol, MD College Secretary
2007 - 2008	Estrellita V. Gruenberg Vice Chancellor for Academic Services	Joseline A. Ferrolino, MD	Josephine M. Carnate, MD Vice Dean
2008 - 2015	Ramona Luisa P. Santos, MD Vice Chancellor for Academics	Dina C. Gonzales, MD	Josephine M. Carnate, MD Vice Dean
2015 - 2016	Juanito O. Cabanias, PhD Vice Chancellor for Academics	Madeleine Grace M. Sosa, MD	May 31, 2016 - Jose Antonio P. Amistad, MD Vice Dean
2016-2019	Juanito O. Cabanias, PhD Vice Chancellor for Academics	Madeleine Grace M. Sosa, MD	Julius Caezar H. Reyes, MD Vice Dean
2019-2022	Juanito O. Cabanias, PhD Vice Chancellor for Academics	Madeleine Grace M. Sosa, MD	Julius Caezar H. Reyes, MD Vice Dean

ORGANIZATIONAL CHART

COLLEGE OF MEDICINE



Chapter I..... 1

FACULTY EMPLOYMENT

Chapter II..... 25

CONDUCT OF FACULTY

Chapter III..... 73

COMPENSATION AND OTHER PAYMENTS

Chapter IV..... 75

**UNIFIED BENEFITS OF ACADEMIC TEACHING
FACULTY (ATF) AND ACADEMIC SERVICE
FACULTY (ASF)**

Chapter V..... 104

REPEALING CLAUSE

Chapter VI..... 104

SEPARABILITY CLAUSE

Chapter VII..... 104

EFFECTIVITY

FACULTY EMPLOYMENT**A. REGULAR FACULTY**

Regular faculty is composed of teaching staff who are salaried, eligible for tenure, and hold academic ranks in the College of Medicine. The status of a regular faculty member may be classified into:

A.1. FULL TIME A

A.1.1. A Full time A faculty member devotes a minimum of thirty hour (30) hours of residency a week in academic, research, and administrative pursuits during the school year. Resident work hours shall include a teaching load of eighteen (18) hours per week. (refer to Appendix I-A- Attendance And Time Keeping Policies For Faculty Members Of The College Of Medicine)

A.1.2. During examination week and mid-year break, Full-time A faculty members without teaching loads shall be entitled to reduced residency, and therefore shall render only fifteen (15) hours of residency per week, which may be distributed over regular work week or compressed into fewer work days per week. However, whenever their presence is required in the Institution/ College/ relevant Unit, they should be able to report to work and adjust their residency work hours.

Faculty members enrolled in their graduate degree programs or completing education units with approved study permit, may NOT report for work during mid-year break.

A.1.3. Residency hours are NOT required of faculty members during semestral break but must report to work when their presence is needed/required.

A.2. FULL TIME B

A.2.1. Full time B faculty member devotes a minimum of fifteen hours (15) hours of residency a week in academic, research, and administrative pursuits during the school year. Resident work hours shall include a teaching load of nine (9) hours per week. (refer to Appendix I-A)

A.2.2. During examination week and mid-year break, Full-time B faculty members without teaching loads shall be entitled to reduced residency, and therefore shall render only seven and a half (7 1/2) hours of residency per week, which may be distributed

over regular work week or compressed into fewer work days per week. However, whenever their presence is required in the Institution/College/relevant Unit, they should be able to report to work and adjust their residency work hours.

Faculty members enrolled in their graduate degree programs or completing education units with approved study permit, may NOT report for work during mid-year break.

- A.2.3.** Residency hours are NOT required of faculty members during semestral break but must report to work when their presence is needed/required.

B. PART TIME FACULTY

Part-time faculty is composed of non-tenured members of the teaching staff who are appointed for a specific teaching load on a year-to-year basis, hold an academic rank, and receive remuneration for services.

A Part time faculty member devotes a maximum of ten (10) hours a week in academic pursuit, research, and administrative pursuits during the school year. Resident work hours shall include a teaching load of six (6) hours per week. (*refer to Appendix I-A*)

C. AUXILIARY FACULTY

Auxiliary faculty is composed of those individuals who are appointed for a specified term of service, non-salaried, ineligible for tenure, and carry titles expressive of the responsibilities performed. Normal academic ranks are NOT used.

C.1. RURAL CLINICAL PRECEPTOR (RCP)

A Rural Clinical Preceptor is an honorary faculty member who is a practitioner in the rural areas, recruited and engaged by the DLSMHSI. The RCP shall assist the Department of Family and Community Medicine in the various stages of their Community Health Development Projects (CHDP). In addition, he/she shall provide technical resource and supervision to medical students.

A Rural Clinical Preceptor is NOT entitled to monetary compensation from the DLSMHSI. Their appointment is on an annual basis.

- C.1.1.** Minimum entry requirement to this rank is a Medical degree or relevant Master’s degree, and an appointment as Medical Health Officer (MHO)/ Rural Health Physician with at least two (2) years of rural clinical preceptorship with DLSMHSI, or five (5) years of rural clinical preceptorship outside DLSMHSI.

- C.1.2.** A minimum of two (2) years of rural clinical preceptorship in DLSMHSI and recommendation from the Department Chair in consultation with the faculty members of the Department are required for promotion/ advancement to the next higher step (*i.e. RCP-2 to RCP-8*).

C.2. VISITING PROFESSORIAL LECTURER

A Visiting Professorial Lecturer is a recognized expert/specialist in his/her field invited to give lectures or related academic activities to students, residents and other members of the community, as needed. Upon the recommendation of the Department Chair in consultation with its faculty members, the Dean of the College of Medicine, after evaluating the recommendation, may endorse the appointment to the Vice Chancellor for Academics (VCA). The Dean may recommend the renewal of the appointment on an annual basis.

C.3. GUEST LECTURER/CLINICAL PRECEPTOR

A Guest Lecturer/Clinical Preceptor is a recognized expert in his/her field and need not be an academician. Guest lecturers/clinical preceptors may include consultants directly appointed by the De La Salle University Medical Center. Guest lecturers may be invited to give lectures, seminars, workshops, and similar academic activities regarding special topics. Guest clinical preceptors may be invited to provide instruction and supervision of students' clinical activities, and to participate in the evaluation of their clinical knowledge, attitudes, and skills.

D. PROFESSOR EMERITUS

[see full text below : Provisions on the Granting of Professor Emeritus (Effective SY 2018-2019), and the Oct. 18, 2018 Addenda]

Professor Emeritus is an honorary title conferred ONLY to a retired Professor of outstanding merit who is acknowledged for distinguished academic service at DLSMHSI and exceptional achievement/contribution to the discipline.

The title of Professor Emeritus is the highest honor that can be bestowed upon an outstanding faculty retiree of DLSMHSI.

D.1. GENERAL PRINCIPLES

- D.1.1.** The "Professor Emeritus" is a prestigious and meaningful title awarded on merit. It is NOT automatically or lightly conferred.
- D.1.2.** Professorship is for life, unless rescinded for cause.
- D.1.3.** An Emeritus Professor is NO longer a member of the faculty, since the title itself does NOT constitute employment nor does it confer employment rights, benefits, and other associated entitlements. There are neither remuneration nor formal academic or administrative duties attached to the title.
- D.1.4.** Although the Emeritus Professor does NOT have rights of a regular faculty, administrative support or access to facilities/resources shall be made available when needed. Exclusive access to office space, however, shall NOT be automatically expected. Like other retired faculty members, continued access to DLSMHSI email account (for academic and scholarly purposes), library, and other facilities shall be provided.

In addition, the Emeritus Professor shall be encouraged to participate in academic procession at convocations and/or commencement ceremonies.

D.1.5. The Emeritus Professor may include the title in publications and signatures on behalf of DLSMHSI (e.g. “Emeritus Professor of DLSMHSI”). Likewise, DLSMHSI may include the names of those holding such title in publications, web pages, marketing materials, etc.

D.1.6. The DLSMHSI President, upon the recommendation of the Vice Chancellor for Academics, may suspend or rescind the title should it be appropriate under certain circumstances (e.g. conflict of Interest, return to paid employment, criminal conviction, reputational damage, etc).

D.2. ELIGIBILITY CRITERIA

A retired Professor may be conferred the title of Professor Emeritus if ALL of the following eligibility criteria are met:

- i.** At least twenty (20) years of credited service to DLSMHSI;
- ii.** With a rank of Full Professor prior to retirement;
- iii.** Marked distinction in teaching, research/scholarly works, administration, or community service, and held in high esteem by students, colleagues, and peers;
- iv.** Laudable leadership in or meritorious contribution to the discipline, or to the fulfillment of the mission of the College/DLSMHSI;
- v.** Unquestionable personal and professional ethics; and
- vi.** Unwavering dedication and commitment to high quality teaching and learning rooted in the Lasallian tradition of education.

D.3. SELECTION PROCESS

D.3.1. A written nomination for the award must be made by the Department Chair to the Vice Chancellor for Academics (VCA) through the Dean, within the six (6) month period preceding the prospective candidate’s date of retirement.

Alternatively, a prospective candidate may submit, within the six (6) month period preceding his/her date of retirement, a written application for Professor Emeritus status to his/her Department Chair. Upon favorable consideration by the Department Chair, the application shall be submitted to the VCA through the Dean.

ADDENDA (Oct. 18, 2018)

Those who have retired already at the age of 65 but have been invited or have opted to continue the service in their capacity as faculty members on a Full-time Fixed-Term appointment prior to the release of this provision dated May 11, 2018, may also be recommended and nominated for Professor Emeritus.

If the faculty is still active, meaning, still teaching after 65 years old with a Full-time Fixed-Term appointment, then they may have a choice to finish until age 70 before they accept the recommendation for Professor Emeritus, OR accept the Professor Emeritus and give up the teaching appointment immediately.

But the faculty who have retired or shall retire after the release of the provision, they only have TWO options: to be extended and accept the appointment on a Fixed-Term status and lose the Professor Emeritus opportunity, OR accept the Professor Emeritus and lose the teaching appointment.

D.3.2. The nomination/application should be accompanied by a copy of the prospective candidate's curriculum vitae and other relevant information/ supporting materials (e.g. highlights of teaching, research and scholarly achievements with reference to the nature and impact of the contribution; services and other professional activities which brought distinction to candidate and to the College/DLSMHSI, awards and honors received, details of the future affiliation with the Department to include mutually agreed upon activities the Emeritus Professor will carry out, etc.)

D.3.3. Upon receipt of the written nomination/application, the VCA, within five (5) working days, shall convene the PROFESSOR EMERITUS COMMITTEE which shall be responsible for evaluating the nomination/application based on procedures and conditions for appointment to this title. Confidentiality shall be maintained at all levels of the evaluation process

The Professor Emeritus Committee, chaired by the Vice Chancellor for Academics, shall be composed of the following:

- i. Vice Chancellor for Academics
- ii. Dean of the College of Medicine
- iii. Chair of the Department concerned
- iv. Faculty Association President
- v. Senior faculty with a rank of Full Professor (NOT from the same Department of the prospective candidate)

D.3.4. Within ten (10) working days, the Committee shall submit its recommendation to the DLSMHSI President for final approval. A brief written justification for a positive recommendation shall be provided by the Committee; an explanation for a negative recommendation need NOT be provided.

Upon approval of the Committee's recommendation, the DLSMHSI President shall notify the Emeritus Professor to confirm the conferment.

► *N.B. A prospective candidate who was not considered for the award by the Professor Emeritus Committee may, within ten (10) working days, appeal against the decision to the DLSMHSI President. Within ten (10) working days upon receipt of the appeal, the President shall review the records of the Committee hearings, and decide the appeal. The decision of the DLSMHSI President is final and NOT subject to appeal.*

D.3.5. The title, which shall become effective from the date following the Professor's date of retirement, shall be formally conferred at an appropriate convocation where a plaque and a Medal

of Honor shall be presented. Then, the Emeritus Professor's name shall be added to the Emeritus Roll maintained by the Academics/DLSMHSI.

- ▶ *N.B. Aside from the aforementioned forms of recognition, the Distinguished Professorial Chair named after the Professor Emeritus concerned may also be granted.*

D.4. ROLE AND ACTIVITIES

The Emeritus Professorship shall carry NO normal faculty or administrative duties/ obligations; however, there shall be an expectation of an active role in the intellectual life of the College/DLSMHSI to an extent possible and in accordance with the prestige and caliber of the title.

Thus, an Emeritus Professor shall be encouraged to engage in activities including, but not limited to:

- i. providing guest lectures;
- ii. serving as mentors/advisers to junior faculty;
- iii. providing advice/guidance to faculty;
- iv. supporting seminars, workshops, and tutorials; and
- v. participating in special activities, projects, or programs of the College/DLSMHSI

The type of activities an Emeritus Professor might be engaged in must be discussed and agreed between the potential awardee and the Department Chair and/or the Dean, in anticipation of the conferment of the title.

E. ACADEMIC APPOINTMENT

E.1. APPLICATION AND HIRING PROCESS

- E.1.1. The Department Chair meets with the Dean to discuss filling a vacant or new position in the Department. After being given an authorization to recruit by the Dean, the Chair submits a completed Personnel Requisition Form (PRF) to HRM for approval.
- E.1.2. Once the PRF is approved, the search process can be initiated following institutionally-approved recruitment process.
- E.1.3. All applicants should secure an Application Form, together with a list of required documents, from the Dean's Office or Human Resource Management (HRM) Office.
- E.1.4. The applicant should write a Letter of Intent addressed to the Dean through the Department Chair.
- E.1.5. The Letter of Intent together with the accomplished Application Form and the required supporting documents should be submitted by the applicant to the Office of the Department Chair.
- E.1.6. The Chair shall present the credentials of the applicant to the

Department's faculty for deliberation. Thereafter, the Chair shall within two (2) months of filing, recommend the appointment of the applicant who received favorable consideration.

- ▶ *N.B. For clinical faculty positions, only members of the Department with faculty appointments in the College of Medicine shall review the application materials and evaluate the applicant.*

E.1.7. The Chair shall submit to the Office of the Dean the application materials to include the following:

- i. Department's recommendation including the status (Full time A, Full time B, or Part time)
- ii. minutes of the Department's deliberation
- iii. faculty load and details of teaching-learning activities to be assigned with the applicant's conforme
- iv. credentials of the applicant

- ▶ *N.B. ALL applications for clinical faculty positions, whether approved or NOT at the Department level, shall be forwarded to the Dean for final review of the application materials and approval of the Department's recommended action.*

E.1.8. Following favorable consideration, the Dean shall forward the application materials to the Chair of the Academic Personnel Evaluation Board (APEB) for ranking purposes. In no case shall the APEB's report be delayed for more than twenty (20) working days.

- ▶ *N.B. If the application has not been successful, the Dean shall, in due course, notify the applicant in writing of the application outcome*

E.1.9. The Dean shall endorse and forward the APEB report, together with the recommendation of the Department Chair, to the Office of the Vice Chancellor for Academics (VCA).

- ▶ *N.B. For clinical faculty applicants, the Dean shall forward the application to the Hospital Credentials and Privileges Committee (HCPC). After the credentialing and privileging processes, the Dean shall endorse to the VCA the recommendations of the Department Chair, APEB, and HCPC.*

E.1.10. The VCA, after evaluating the Dean's endorsement, may recommend the academic appointment of the applicant after obtaining concurrence from the IAPRB. Thereafter, the recommendation for academic appointment shall be submitted for higher-level approvals. Upon completion of the approval process, the application dossier shall to be forwarded to the HRM for final processing, to include compliance review of pre-employment requirements. Only applicants who have completed and passed all requirements shall be considered eligible for contract signing.

E.1.11. Successful applicants shall be notified by the HRM through channels. The following Offices shall be provided with copies of the appointments: VCA, Dean, Department Chair, APEB, IAPRB, and the Director for Finance and Controllershship.

E.1.12. The applicant is given two (2) weeks to sign an agreement to conform to the appointment at the Office of the Dean. He/She must also sign Conformance to abide by the policies, rules and regulations as stated in the College of Medicine Faculty Manual.

E.1.13. The applicant shall assume the responsibilities attendant to the position applied for only after having been notified in writing of the approval of his/her appointment.

E.1.14. The appointment of new faculty members (Full-time and Part-time) shall, take effect during the opening of classes, OR start of the Internship Program, if given such assignment.

All other appointments of faculty members which are not covered by these policies (those whose effectivity of appointment does not follow the normal opening of semester/school year) shall be observed accordingly.

[refer to Appendix I-B - VCA MEMO: Notices, Updates, and Schedules (April 12, 2017)]

E.2. DETERMINING ACADEMIC RANK OF FULL-TIME AND PART-TIME FACULTY MEMBERS

E.2.1. The Academic Personnel Evaluation Board (APEB) advises the Dean on the entry rank of an applicant, OR the step/rank promotion of a faculty member based on the approved set of criteria. (refer to Appendix I-C - Criteria for Determining Entering Academic Rank; and Appendix I-D - Criteria for Faculty Promotion in Academic Rank/Step).

► *N.B. The entry rank of Part time faculty members shall be based on the same criteria used for Full time faculty.*

The points garnered based on the criteria determine the appropriate academic rank and the step within the rank.

E.2.2. The three (3) Academic Ranks, in their order of ascending stature, are as follows:

- i. Assistant Professor
- ii. Associate Professor
- iii. Professor

E.2.3. Within each rank are steps that are signified by numerals.[e.g. Assistant Professor (Steps 1-5); Associate Professor (Steps 1-5); and Professor (Steps 1-15)]

E.2.4. The entry level is Assistant Professor for those who hold a minimum of MD (Doctor of Medicine) or Master of Science (MS) degree.

ACADEMIC RANKS	MINIMUM REQUIREMENTS OF APPOINTMENT (in addition to the required step/rank points)
Assistant Professor	ANY of the following: <ol style="list-style-type: none"> 1. Doctor of Medicine degree (MD) 2. Masters of Science (MS) degree in the field of discipline (for non-MDs)
Associate Professor	ALL of the following: <ol style="list-style-type: none"> 1. Required teaching experience 2. Diplomate/Fellow of recognized Specialty Society 3. At least 2 scholarly productivity/scholarship points
Professor	ALL of the following: <ol style="list-style-type: none"> 1. PhD degree (for non-MDs) 2. Required teaching experience 3. Diplomate/Fellow of recognized Specialty Society 4. At least 3 scholarly productivity/scholarship points

E.3. BASIC AND CLINICAL SCIENCES APPOINTMENTS

E.3.1. An applicant with clinical background who is given a Full-time A appointment to the Basic Sciences must render 100% of his/her time to the Basic Science department.

- ▶ *N.B. He/She must remain in the Basic Sciences for 3 years before he/she can apply for Full-time B or Part-time appointment in the Clinical Sciences.*

E.3.2. An applicant with clinical background who is given a Full-time B appointment to the Basic Sciences must render 100% of his/her time to the Basic Science department.

- ▶ *N.B. He/She must remain in Basic Sciences for 6 years before he/she can apply for Full-Time B or Part-time appointment in the Clinical Sciences.*

E.3.3. All applicants to the Clinical Sciences will only be given Full-time B or Part-time appointments.

E.4. APPOINTMENT OUTSIDE THE DE LA SALLE MEDICAL & HEALTH SCIENCES INSTITUTE (DLSMHSI)

Any Full-time A faculty member shall NOT hold a faculty appointment or be employed outside DLSMHSI.

E.5. REQUISITES FOR DETERMINING ENTRY ACADEMIC RANK

E.5.1. ASSISTANT PROFESSOR

An applicant is eligible for appointment as Assistant Professor if he/she has obtained the required step/rank points and fulfills ANY of the following minimum requirements:

- i. He/She is a holder of a Doctor of Medicine degree (MD)
- ii. If the applicant is not a Doctor of Medicine, he/she is a Master of Science (MS) degree holder in the field of discipline applied for.

In exceptionally meritorious cases, these minimum requirements for the Entry Rank may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

E.5.2. ASSOCIATE PROFESSOR

In addition to the minimum requirements for the preceding rank, an applicant is eligible for appointment as Associate Professor if he/she has obtained the required step/rank points and fulfills ALL of the following requirements:

- i. He/She must have at least two (2) years of Full time or four (4) years of Part time teaching as an ASSISTANT PROFESSOR; OR at least one (1) year of Full-time or two (2) years of Part time teaching as an ASSOCIATE PROFESSOR, in his/her field of discipline in a medical/graduate school.
- ii. He/She must be a Diplomate or Fellow of his/her recognized specialty society (for the Clinical Departments, Department of Pathology, and the section on Family Medicine in the Department of Family and Community Medicine), or of the academic society of his/her Basic Science department if the society confers such a title.
- iii. He/She must have accumulated at least TWO (2) equivalent points in the Criteria for Scholarly Productivity/Scholarship while as a faculty member in the previous institution.

In exceptionally meritorious cases, the minimum requirements for the Entry Rank may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

E.5.3. PROFESSOR

In addition to the minimum requirements for the preceding rank, an applicant is eligible for appointment as Professor if he/she has obtained the required step/rank points and fulfills ALL of the following requirements:

- i. He/She must be a holder of a doctorate degree (e.g. PhD) in the field of discipline applied for, if the applicant is not a Doctor of Medicine
- ii. He/She must have at least two (2) years of Full time or four (4) years of Part time teaching as an ASSOCIATE

PROFESSOR; OR least one (1) year of Full-time or two(2) years of Part time teaching as a PROFESSOR, in his/her field of discipline in a medical/graduate school.

- iii. He/She must be a Diplomate or Fellow of his/her recognized specialty society (for the Clinical Departments, Department of Pathology, and the section on Family Medicine in the Department of Family and Community Medicine), or of the academic society of his/her Basic Science department if the society confers such a title.
- iv. He/She must have accumulated at least THREE (3) equivalent points in the Criteria for Scholarly Productivity/ Scholarship while as a faculty member in the previous institution.

In exceptionally meritorious cases, the minimum requirements for the Entry Rank may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

F. PERFORMANCE EVALUATION

- F.1 Faculty Performance Evaluation provides meaningful performance feedback and necessary direction or guidance to assure achievement of academic standards and performance expectations.
- F.2. The evaluation shall be conducted ONCE DURING EACH SCHOOL YEAR. It shall be the responsibility of the Department Chair to schedule the evaluation of all faculty members under his/her supervision and to comply with procedures and deadlines set forth by the Academic Quality Management (AQM).
- F.3. Faculty members shall be appraised using the 360-degree method of evaluation where feedback are derived from multiple raters or evaluators (refer to Appendix

I-E- Policies, Standards and Guidelines in the Conduct of Faculty or ASP Performance Evaluation)

F.3.1. SOURCES OF FACULTY PERFORMANCE AND CORRESPONDING WEIGHTS

- Student’s Evaluation - 50%
- Administrator’s Evaluation - 25%
- Peer’s Evaluation - 15%
- Self-Evaluation - 10%

F.3.2. The following RATING SCALE shall be used.
(refer to Appendix I-E)

RANGE	ADJECTIVAL EQUIVALENT	VERBAL INTERPRETATION
4.5 - 5.00	Excellent (E)	Far exceed expectations
3.50 - 4.49	Very Good (VG)	Exceeds expectations
2.50 - 3.49	Good (G)	Meets expectations

1.50 - 2.49	Needs Improvement (NI)	Sometimes meets expectations
1.00 - 1.49	Poor (P)	Does not meet expectations
NA	Not Applicable	

- F.3.3.** Faculty members have the right to full disclosure of their Performance Evaluations. They have the option of an individual meeting/dialogue with the Chair/Dean to discuss the evaluation results.
- F.3.4.** The faculty member must sign the Evaluation Report if he/she agrees with the report. Where deficiencies in performance are identified, he/she, being responsible for his/her own instructional improvement, should address the deficiencies. The College, though the Chair, is expected to assist the remedial action.
- F.3.5.** If the faculty member disagrees with the Evaluation Report, he/she has the prerogative to write a Rebuttal or apply for an Appeal to the Dean through the Chair. A meeting/conference shall be called to discuss the report. Any changes agreed upon during the meeting, noted and initialed by concerned parties, shall be appended to the Evaluation Report.
- F.3.6.** If the faculty member is dissatisfied with the outcome of the rebuttal/appeal, he/she may raise his/her concerns to the Vice Chancellor for Academics (VCA) who shall refer the case, when deemed necessary or appropriate, to the Institutional Academic Personnel Evaluation Board (IAPEB) for an independent review of the lower level decision/action. [refer to Appendix I-F - Creation of IAPRB (Effective SY 2018-2019)]

G. PROMOTIONS

G.1. REQUISITES FOR PROMOTION IN ACADEMIC RANKS/STEPS

	MINIMUM REQUIREMENTS FOR PROMOTION TO NEXT HIGHER STEP (in addition to the required step/rank pts)	MINIMUM REQUIREMENTS FOR PROMOTION TO NEXT HIGHER RANK (in addition to the required step/rank pts)
Assistant Professor	1. Required teaching experience	ALL of the following: 1. Required teaching experience 2. Diplomate/Fellow of recognized Specialty Society 3. At least 2 scholarly productivity/scholarship points

Associate Professor	1. Required teaching experience	ALL of the following: 1. PhD degree (for non-MDs) 2. Required teaching experience 3. Diplomate/Fellow of recognized Specialty Society 4. At least 3 scholarly productivity/scholarship points 5. At least 1 year extension service
Professor	1. Required teaching experience 2. At least 1 scholarly productivity/scholarship point per step promotion	

- G.1.1. Promotion may be given after satisfying the requirements for a step/rank promotion (refer to Appendix I-D).
- G.1.2. Certificates, diplomas, transcripts, and other pertinent proofs of education/ training or attendance/participation shall NOT expire until utilized for promotion point assignment in accordance with the Faculty Manual provisions corresponding to the award date.
- G.1.3. Recommendations for promotions in Academic Steps/Ranks shall be initiated by the Department Chairperson. The Chairperson must indicate whether the recommendation is for a step or rank promotion.
- G.1.4. A faculty member who was not recommended for promotion may, within two (2) weeks after release of promotion eligible list, apply in writing to the Vice Chancellor for Academics through the Dean for consideration for promotion if he/she believes he/she satisfies the applicable criteria for a step/rank promotion.

G.2. ASSISTANT PROFESSOR

Step Promotion

An Assistant Professor is eligible for step(s) promotion if he/she satisfies ALL of the following requirements:

- i. He/She must have earned the required points.
- ii. He/She must have rendered at least one (1) year or two (2) years of active and competent teaching as Full time or Part-time Assistant Professor, respectively.

Rank Promotion

An Assistant Professor is eligible for promotion to the rank of ASSOCIATE PROFESSOR if he/she has earned the required points and satisfies ALL of the following requirements:

- i. He/She must have rendered at least two (2) years or four (4) years of active and competent teaching as Full time or Part-time Assistant Professor, respectively.

- ii. He/She must be a Diplomate or Fellow of his/her recognized specialty society (for the Clinical Departments, Department of Pathology, and the section on

Family Medicine in the Department of Family and Community Medicine) or of the academic society of his/her Basic Science department if the society confers such a title.

- iii. He/She must have accumulated at least TWO (2) equivalent points in the Criteria for Scholarly Productivity/Scholarship while as a faculty member in the College of Medicine.

In exceptionally meritorious cases, the minimum requirements may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

G.3. ASSOCIATE PROFESSOR

Step Promotion

An Associate Professor is eligible for step(s) promotion if he/she satisfies ALL of the following requirements:

- i. He/She must have earned the required points.
- ii. He/She must have rendered at least one (1) year or two (2) years of active and competent teaching as Full time or Part-time Associate Professor, respectively.

Rank Promotion

An Associate Professor is eligible for promotion to the rank of PROFESSOR if he/she has earned the required points and satisfies ALL of the following requirements:

- i. He/She must be a holder of a doctorate degree (e.g. Ph.D.) in the field of discipline applied for, if the applicant is not a Doctor of Medicine.
- ii. He/She must have rendered at least two (2) years or four (4) years of active and competent teaching as Full time or Part-time Associate Professor, respectively.
- iii. He/She must be a Diplomate or Fellow of his/her recognized specialty society (for the Clinical Departments, Department of Pathology, and the section on Family Medicine in the Department of Family and Community Medicine) or of the academic society of his/her Basic Science department if the society confers such a title.
- iv. He/She must have accumulated at least THREE (3) equivalent points in the Criteria for Scholarly Productivity/Scholarship while as a faculty member in the College of Medicine.
- v. He/She must have rendered service as an active Chairman and/or Member of a college/hospital/ research committee for a period of at least one (1) year.

In exceptionally meritorious cases, the minimum requirements may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

G.4. PROFESSOR**Step Promotion**

A Professor is eligible for step(s) promotion if he/she has earned the required points and satisfies ALL of the following requirements:

- i. He/She must have rendered at least one (1) year or two (2) years of active and competent teaching as Full time or Part-time Professor, respectively.
- ii. He/She must have accumulated at least ONE (1) equivalent point in the Criteria for Scholarly Productivity/Scholarship for every step promotion.

In exceptionally meritorious cases, the minimum requirements may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

G.5. PROCEDURE FOR PROMOTION

- G.5.1.** Promotion of Part-time faculty members shall follow the same procedures applicable to Full-time faculty members.
- G.5.2.** The Academic Personnel Evaluation Board (APEB) shall provide the Office of the Dean and the Department Chair an annual tally of the points obtained by the faculty members.
- G.5.3.** Recommendations for promotions shall be initiated by the Department Chairperson.
- G.5.4.** The Department Chair shall evaluate and review the performance of the faculty and may recommend deserving faculty members, to include their rank/step based on the points earned toward promotion.
- G.5.5.** Following favorable consideration, the Dean shall refer the matter to the APEB for eligibility verification. If eligible, the Dean shall forward his/her endorsement, together with the recommendation of the Department Chair, to the Vice Chancellor for Academics (VCA).
- G.5.6.** The VCA, after evaluating the Dean's endorsement, may recommend the promotion after obtaining concurrence from the IAPRB. Thereafter, the recommendation for promotion shall be submitted for higher-level approvals. Upon completion of the approval process, the promotion dossier shall be forwarded to the HRM for final processing.
- G.5.7.** The HRM shall notify the faculty of his/her promotion through channels. The following Offices shall be provided with copies of the promotion: VCA, Dean, Department Chair, APEB, IAPRB, and Director for Finance and Controllershship.

H. TENURE OF FACULTY**H.1. TENURE AND REAPPOINTMENT**

Only Full-time faculty members have tenure of office.

Part-time faculty members are re-appointed annually.

H.2. CHANGE FROM PROBATIONARY TO TENURE/PERMANENT STATUS

H.2.1. PERFORMANCE ASSESSMENT

An annual assessment of performance/progress towards tenure shall be made during probationary period to provide feedback and guidance in fulfilling the requirements for tenure. The assessment can also be used to determine re-appointment for another year or termination of probationary employment.

- a. The assessment shall originate with the Department Chair.
- b. The Department must have established assessment procedures including provision for mentoring probationary faculty members.
- c. Assessment results including recommendations to address needs and improve performance shall be shared with the faculty evaluated and communicated to the Dean.
- d. The evaluated faculty shall be provided an opportunity to discuss, with the Chair and/or the Dean, the review results or to submit a written response.

H.2.2. PERFORMANCE CRITERIA

The performance of probationary faculty shall be assessed based on the criteria and methods used in the evaluation of the performance of tenured/permanent faculty (refer to Appendix I-E) which utilize the following:

Sources of Faculty Performance and Corresponding Weights

Student's Evaluation	- 50%
Administrator's Evaluation	- 25%
Peer Evaluation	- 15%
Self Evaluation	- 10%

A performance score of least 85% (4.25) is required for re-appointment/tenure decisions.

H.2.3. TENURE REQUIREMENTS

- a. To be eligible for tenure, the probationary faculty must:
 - i. have completed three (3) consecutive years of academic service AND have obtained yearly performance scores of at least 85% (4.25) for the past three years; OR
 - ii. have completed only two (2) consecutive years academic service provided that:
 - he/she has at least one (1) year of attested satisfactory teaching experience in the subject/discipline for which he/she has applied. A certification/statement to this effect, from the Department Chair/Dean of his/her previous institution, must be submitted.
 - he/she has obtained yearly performance scores of at least 85% (4.25%) for the past two years.
 - ▶ *N.B. This provision shall no longer apply*

prospectively, therefore, faculty members hired starting SY 2019-2020 must satisfactorily complete the probationary period of three consecutive years.

- b. Tenure nominations shall be made at least one (1) month prior to the conclusion of the probationary period. The Department Chair initiates the tenure nomination process. The process begins when the Department Chair notifies the faculty of his/her nomination for tenure.
- c. The Dean shall endorse the nomination of the Department Chair to the Vice Chancellor for Academics.
- d. The decision not to grant tenure status to a probationary faculty does not necessarily imply that the tenure criteria were not satisfactorily fulfilled. The decision may be contingent upon enrollment/income and/or current needs of the Department.

I. CHANGE OF FACULTY STATUS

I.1. From FULL TIME A to FULL TIME B or PART TIME (or vice versa)

- I.1.1. A change of status will require a recommendation from the Department Chairperson and a re-evaluation based on the criteria utilized for faculty evaluation as set forth in *Appendix I-E*.
- I.1.2. Under no circumstance should the change in status result in a demotion in rank of the faculty.
- I.1.3. The credited years of service, as defined in Chapter IV, Section A.3, shall be counted towards the new faculty status.
 - ▶ *N.B. The credited years of service of Part-time faculty members shall be considered for ranking and promotion purposes ONLY, and NOT for tenure and longevity-based retirement eligibilities.*
- I.1.4. Promotion points earned from present rank and status shall be carried over to the new faculty status.

In exceptionally meritorious cases, the minimum requirements may be waived by the DLSMHSI President upon endorsement by the Dean and concurrence by the Vice Chancellor for Academics.

I.2. PROCEDURE FOR CHANGE OF STATUS

- I.2.1. The Department Chair shall evaluate and review the performance of the faculty based on the criteria set forth in Appendix I-E.
- I.2.2. At the end of each school year, the Department Chair shall submit a summary of the faculty members' performance to the Dean. On the basis of this, the Chair may recommend a change in the status of the concerned faculty after due notification. The recommendation must be accompanied by the proper documents and justification for such an action.
- I.2.3. Following favorable consideration, the Dean shall refer the matter to the APEB for advise on the change of status.

With concurrence from APEB, the Dean shall forward his/her endorsement, together with the recommendation of the Department Chair, to the Vice Chancellor for Academics (VCA).

- 1.2.4. The VCA, after evaluating the Dean's endorsement, may recommend the change of status after obtaining concurrence from the IAPRB. Thereafter, the recommendation for change of status shall be submitted for higher-level approvals. Upon completion of the approval process, the promotion dossier shall be forwarded to the HRM for final processing.
- 1.2.5. The HRM shall notify the faculty of his/her change of status through channels. The following Offices shall be provided with copies of the change of status: VCA, Dean, Department Chair, APEB, IAPRB, and Director for Finance and Controllershship.

J. LATERAL TRANSFER

[see full text below: Provisions for the Lateral Transfer of Faculty and ASP (Effective SY 2017-2018)]

- J.1. A lateral transfer is defined herein as a voluntary move to an equivalent position in another academic unit (i.e. Department/College) with the same job title at the same status, rank and step, and with similar level of responsibilities and task complexity as the faculty's current position.
- J.2. A salary change and a break in employment DO NOT accompany such transfer. Moreover, the transferred faculty carries to the new position all his/her accrued vacation and sick leaves, as well as his/her original date of hire.

J.3. POLICIES and PROCEDURES

- J.3.1. The opportunity for lateral transfer is restricted only to permanent Full-time faculty.
- J.3.2. To be considered for lateral transfer, the faculty must satisfy the requirements for the new position. In addition, he/she must have held the current position for at least one (1) academic year, have at least satisfactory performance record, and have no record of disciplinary action during the same period.
- J.3.3. Lateral transfers should be initiated at least three (3) months prior to the start of the semester.
- J.3.4. Laterally transferred faculty does not carry with him/her the plantilla position he/she occupied, hence such transfer merely created, in the losing unit, a vacant position until filled-up
- J.3.5. Faculty-initiated lateral transfer occurs when the faculty is competitively selected for a posted new or existing vacant position.
 - a. The faculty shall submit a written transfer request to his/her current Department Chair, clearly stating the reasons or motivations for transferring to another Department. The current Department Chair must certify in writing that he/she has no objection to the requested transfer.

- b. Thereafter, the faculty shall send a Letter of Intent to Transfer, with resume, to the Dean through the Chair of the receiving Department. The permission to transfer, past performance evaluations, and other work-related records should be attached to the resume.
- c. The Chair shall present the applicant's credentials to Department's faculty for evaluation on a competitive basis. The Chair shall then submit the Department's recommendations for consideration by the Dean.
 - c.1. The transfer application should be acted upon within two (2) months from the receipt of the application.
 - c.2. The date of transfer shall be mutually agreed upon by the respective Department Chairs so as to mitigate workflow disruption in the losing Department
- d. Following favorable consideration, the Dean shall endorse and forward the transfer recommendation to the Office of the Vice Chancellor for Academics (VCA).
- e. The VCA, after evaluating the Dean's endorsement, may present the transfer recommendation To the Academic Operations Committee for final endorsement, and then recommend the transfer of the applicant to the DLSMHSI President through the Executive Committee
- f. Final approval of the transfer shall be made by the President.

J.4. OBSERVATION/REVIEW PERIOD

- J.4.1. It is necessary for the transferred faculty to satisfactorily meet the new position's performance expectations and standards as established by the new Department, and in accordance with current institutional faculty performance evaluation policies, procedures and guidelines. Hence, laterally transferred faculty members shall be subject to an observation/ review period of not more than one (1) academic year, and shall begin on the effective date of lateral transfer.
- J.4.2. The purpose of the observation/review period is to provide coaching, support, and close feedback. During this period, the faculty's progress in meeting mandated requirements, adapting to the new work environment, workplace policies or practices, and in addressing performance issues will be evaluated.

The Department Chair may elect to end the observation/review period after one (1) semester if the faculty is considered to have fully and satisfactorily met the standards and requirements of the position.
- J.4.3. If the faculty's performance fails to meet expectations at the end of the observation/review period, the faculty shall be placed back in the position he/she previously held, if it still exists. In the event the former position is no longer vacant, the faculty may fill any equivalent position in other Departments which is/ she is qualified to fill.

J.4.4. Only in extreme cases, where there is no equivalent vacant position for which the faculty is qualified, the faculty may be put into a Leave of Absence Without Pay (LOAWP) in accordance with the provisions of this Manual, OR as an exception to the existing LOAWP eligibility of 5 years of prior service (in case the faculty lacks such requisite).

Upon return, after the stipulated leave period, OR at anytime during the leave period (in the event an equivalent position becomes available), the faculty shall be reinstated in the same/ equivalent position he/she held when the leave commenced.

If there is still no equivalent position available upon return from Leave of Absence, the faculty may be declared redundant in accordance with all applicable Labor laws and regulations, and with the College/Department's Implementing Guidelines on the Implementation of Redundancy and Retrenchment.

K. EXTENSION OF SERVICE OF RETIRED FULL-TIME FACULTY MEMBER

K.1. The service of a Full-time faculty member, who retired at the age of 60, or after having rendered at least 20 years of credited service regardless of age, or who retired at the compulsory age of 65 years, maybe extended on an annual basis until he/she reaches the age of seventy (70).

K.2. The major considerations for the yearly extension of service are teaching performance, physical and mental health, productivity in research and publications, and the needs of the Department/Institution.

K.3. The Chair of the Department in consultation with the members of the Department shall recommend the service extension of the retired faculty member to the Dean, to include his/her status (Full time B or Part time), faculty load, and details of his/her teaching and learning activities.

K.4. The Dean may endorse the Department's recommendation to the Vice Chancellor for Academics who shall approve the service extension of the faculty member.

K.5. The faculty on extended appointment:

- i.** shall retain his/her current academic rank
- ii.** shall be given Full-time B appointment (if retiree is Full-Time A);OR Part-time appointment (if retiree is Full-Time B, or upon request of the Full-time A retiree).
- iii.** shall be eligible for promotion to the next higher step/rank
- iv.** must sign an agreement to conform to the appointment, and to abide by the policies, rules and regulations as stated in the College of Medicine Faculty Manual.

K.6. The faculty member is informed of his/her service extension at least three (3) months before the end of the school year.

L. REDUNDANCY AND RETRENCHMENT

L.1. Faculty members may be separated from employment based on redundancy or retrenchment in accordance with all applicable Labor laws and regulations, and with the Implementing Guidelines on the Implementation of Redundancy and Retrenchment of the College of Medicine. (*refer to Appendix I-G - Guidelines On The Implementation Of Redundancy And Retrenchment*)

L.2. For the purposes of the Labor Code of the Philippines (Article 282, LC), REDUNDANCY exists when the services of a faculty is in excess of what is reasonably required by the College/Institution.

On the other hand, RETRENCHMENT is the reduction in the number of faculty intended primarily to prevent/minimize business losses/financial reverses, forestall closures or cessation of operations. The latter requires sufficient and convincing proof of actual losses or expected imminent losses as justification for employment separation.

L.3. In implementing a redundancy/retrenchment program, the College of Medicine/ DLSMHSI shall:

L.3.1. Substantiate such redundancy/retrenchment in order not to defeat the faculty's right to security of tenure.

L.3.2. Exercise good faith in abolishing the position/terminating employment on account of redundancy/retrenchment by adhering to the following:

a. Seeking consultation with the faculty (individually and/or collectively) on the redundancy/retrenchment proposal, during which relevant information (e.g. reason/s and alternative/s considered for redundancy/retrenchment, number of targeted faculty, date of implementation) are meaningfully discussed.

The faculty and the College/DLSMHSI must try and reach an agreement on the different issues. If both parties cannot agree, the dispute may be elevated to the next higher level.

b. Exploring alternatives to redundancy/retrenchment (i.e. redeployment, reduction of working hours, temporary suspension of operations)

c. Providing the faculty concerned access to documentary and other relevant information (i.e. breakdown of his/her matrix scores), an opportunity to comment on the information before a decision to retrench or to make someone redundant is made, and/or challenge the redundancy/retrenchment based on substantive and procedural grounds.

d. Offering counseling and career/retraining advice

L.3.3. Adopt fair, reasonable, and non-discriminatory criteria in ascertaining who will be separated from employment on account of redundancy/retrenchment.

a. The order of employment separation on account of redundancy and retrenchment shall be as follows:

- a.1. Faculty on temporary contracts except in areas critical to the academic program
- a.2. Non-tenured faculty on probationary appointments
- a.3. Tenured faculty members
- b. The criteria for selection of employees to be retrenched or made redundant shall include:
 - b.1. **STATUS (FTA vs FTB) – (5%)**
 - FT-A -----5.0%
 - FT-B -----2.5%
 - b.2. **EFFICIENCY/PERFORMANCE – (30%)**
 - Teaching/Academic Duties and Instructional Performance- (20%)
 - Academic Load/ Assigned Activities----10.0%
 - Performance Evaluations-----10.0%
 - Chairman’s Evaluation ---5.0%
 - Peers’ Evaluation -----2.5%
 - Students’ Evaluation -----2.5%
 - Research/Scholarship- (5%)
 - Extension Service(Professional/Public)- (5%)
 - b.3. **QUALIFICATIONS, COMPETENCIES AND SKILLS - (30%)**
 - Academic Preparation(Degrees/Certifications)-20%
 - Professional Achievements and Awards -----5%
 - Presentations/Conventions/Seminar/Workshops-5%
 - b.4. **SENIORITY/LENGTH OF SERVICE – (30%)**
 - Academic Rank – (15%)
 - Professor- 7.5% + 1.5% per step (max15%)
 - Associate Professor- 5% + 1% per step (max10%)
 - Assistant Professor- 2.5% + 0.5% per step (max 5%)
 - Years Of Service- (15%)
 - For every year of credited service = 1% (max 15%)
 - b.5. **PROFESSIONAL CONDUCT – (1% per disposition; max5%)**
 - Adheres to standards of professional conduct
 - Exemplifies commitment to the teaching and learning process
 - Exhibits respect for peers, superiors, parents, students

- Exhibits emotional intelligence, empathetic behaviors
 - Demonstrates responsiveness to feedback from superiors, peers
 - Demonstrates a positive, enthusiastic attitude in the workplace, classroom
 - Demonstrates appropriate professional appearance, demeanor
 - Works well both independently and in groups
 - Is open-minded and respectful to other's opinions
 - Is a self-directed/ takes initiative and responsibility
- c. The selection criteria must be reasonably, fairly, and consistently applied, and ought to be objectively substantiated.
- d. An order of ranking should be established by creating selection matrices and scoring systems (i.e. performance- and skills-based matrices), and then applied to the 'pool' of faculty from which selection is to be made. The total number of points determines who is/are to be retrenched or made redundant.
- e. The scoring should NOT, under any circumstance, be made only by one (1) individual. A committee/panel should be created to ensure that procedures are fair, open, equitable, and objective.
- f. The Dean shall approve the matrix to confirm that the scoring process has been fairly undertaken in the context of the redundancy /retrenchment process.
- L.3.4.** Provide the faculty with a written notice of separation from employment, specifying the ground/s for retrenchment/ redundancy, and the Department of Labor and Employment (DOLE) with a copy of the notice at least one (1) month before the intended date thereof.
- L.3.5.** Give the severance pay and other monetary benefits (*as specified under Chapter IV, Section Q.1*).

CONDUCT OF FACULTY

A. FACULTY RIGHTS

The institution recognizes the following rights of faculty members, namely:

- A.1. the right of free inquiry and to full freedom in doing research and in the publication of the results thereof, conditioned on adequate performance of academic duties and responsibilities and the bounds of the mission/vision/values of the Institution;
- A.2. the right to present controversial material when relevant to a course of instruction or research;
- A.3. the right to freedom of expression; such as, but not limited to, speaking or writing as private citizen and in no way implying or attempting to speak in behalf or in representation of the Institution, the faculty should be free from Institutional censorship or disciplinary action;
- A.4. the right to be represented, consulted and actively participate, individually or collectively, in Institutional governance, policy making and matters concerning promotion, salary increase, tenure, discipline, working condition, appointment/ reappointment, grievance and other issues affecting the interests of the faculty;
- A.5. the right to participate or engage in professional or consulting activity outside the Institution after office hours so long as academic duties and obligations in the Institution are not adversely affected thereby and such activity does not involve any conflict of interest;
- A.6. the right to fair and equitable opportunities for professional growth and development.
- A.7. the right to due process, presumption of innocence, individual privacy and protection from unreasonable searches, and financial and legal support from the Institution in any litigation brought against them by third parties as a direct result of the performance of their duties.
- A.8. the right to security of tenure and protection from diminution of benefit.

B. DUTIES AND RESPONSIBILITIES

All faculty members are expected to engage in the following academic activities

B.1. TEACHING ACTIVITIES

B.1.1. Teaching activities include, but are not limited to, the following:

a. Direct Teaching Activities

- Lectures
- Laboratory preceptorship
- Clinical teaching
- Facilitation of conferences, small group learning and integration sessions
- Teaching/preceptorship of students in the community

b. Indirect Teaching Activities

- Proctoring
- Checking/grading of exams and papers/reports
- Computation and submission of grades
- Preparations for lectures and other direct teaching activities;
preparation of instructional designs, syllabi, etc.
- Mentoring/advising

B.1.2. Teaching assignments especially within the department is made by the Department Chair commensurate to the status of the faculty member. Hence, a faculty member may be assigned additional teaching activities by the Department Chair as the need arises.

B.1.3. A faculty member who shall make alternative classes like seminars, film showing, symposium as stated in the clinical teaching plan shall submit an Alternative Class Form (ACF) to the Vice Dean of the College of Medicine. (*refer to Appendix I-A*)

B.1.4. Underload teaching must result in academic advancements, his/her research output and/or more administrative positions (within the College/Institution) as authorized by the Chair in concurrence with the Dean.

B.1.5. CLASS HOURS (*refer to Appendix I-A*)

a. A faculty member shall be marked ABSENT if he/she fails to come within the prescribed waiting time.

Classes shall be dismissed when the faculty member fails to come the prescribed waiting time.

- i. After 15 minutes, in a 60-minute class
- ii. After 25 minutes, in a 90-minute class
- iii. After 35 minutes, in a 120-minute class
- iv. After 45 minutes, in a 180-minute class
- v. After 1 hour, in a 240-,minute class and beyond

b. Any early dismissal shall be reported and recorded by the Vice Dean.

B.1.6. FACULTY ATTENDANCE (*refer to Appendix I-A*)

- a. All communications on faculty attendance should be addressed to the Dean thru the Department Chair.
- b. Attendance of faculty members in lectures and preceptorials shall be checked by the Department Secretary. This is reported to the Dean's office.
- c. All communications related to schedule of classes, holding activities and cancellation of classes due to official business should be forwarded to the Year-Level Academic Chairs or Subject Coordinators at least 2 days before the scheduled activity.

B.1.7. MAKE-UP CLASSES and SUBSTITUTION/REPLACEMENT (*refer to Appendix I-A*)

- a. The faculty member should notify the Subject/Year-Level Coordinator and the Department Chair at least three (3) hours before an absence from a scheduled class.
- b. Make-up classes, e-learning modules, hand-outs and other instructional materials shall be given preferably within one week of missed class, or as the schedule permits.
- c. Faculty substitution may be allowed for any of the following circumstances:
 - i. Emergency leave, Sick leave, Maternity/Paternity leave, Bereavement leave, Prolonged Illness leave
 - ii. Attendance in duly-approved activities and official functions, such as trainings, programs, seminars, workshops, and college/institutional representations
 - iii. Replacement of services of another faculty member who was separated from the College/Institute
 - iv. Class rescheduling or offering make-up dates for missed classes are not possible
 - v. Giving out-of-class assignment, or instructional materials (hard copy, on-line or both) are not feasible
- d. In the absence of a faculty in class activities/assignments which need no make-ups (i.e. laboratory sessions, preceptorials, PD, clinical or community preceptorship), the class/group shall be handled by a faculty substitute/replacement drawn from the pool of faculty.
- e. The faculty substitute/replacement (Full-Time or Part-Time) shall be renumarated 100% based on his/her rate equivalent and the number of hours of service rendered.
- f. All arrangements for substitution/replacement and make-up classes require prior approval of the Department Chair or designee(e.g. Vice Chair/Subject Coordinator).

B.1.8. INTRAMURAL AND EXTRAMURAL TEACHING ACTIVITIES

- a. A faculty member requested to teach and/or handle clinical preceptorships outside their departments may do so only upon the approval of his/her Department Chair. For this,

the faculty member shall receive additional compensation. In no case shall the teaching activity of any faculty member outside their department exceed six (6) hours per week of lectures, preceptorials or laboratory work.

- b. Permanent Full-time faculty may be allowed to teach in other units of the DLSMHSI or DLSU Dasmariñas up to a maximum of six (6) units per semester (or 6 hours per week) during office hours provided that this does not interfere with his/her duties in the Department/College, nor lead to real, perceived or potential conflict of interests. The faculty must seek Departmental endorsement with final approval from the College Dean before engaging in any teaching activity outside of his/her Department/College.

B.2. STUDENT SUPPORT SERVICES

B.2.1. Student support services include, but are not limited to:

- i. Mentoring
- ii. Student counseling
- iii. Serving as adviser for student groups and organizations

B.2.2. A Full time faculty member must be available for consultations by students regarding their academic performance in their respective Departments.

B.2.3. The Department Chair or designee should inform the students of the faculty member's availability for consultation.

B.3. ADMINISTRATIVE AND COMMITTEE SERVICES

B.3.1. Administrative and committee services include, but are not limited to, the following:

- i. Administrative position in the Department/College/DLSMHSI
- ii. Membership in Standing Committees in the College/DLSMHSI
- iii. Membership in Ad Hoc Committees in the College/DLSMHSI

B.3.2. A faculty member should not exceed two (2) concurrent Department/ College/DLSMHSI standing committee membership in any given school year.

A faculty member should not have two (2) concurrent intra-departmental administrative positions in any given school year.

B.3.3. After consultation with the Department Chair, a faculty member may be recommended by the Dean in concurrence with the VCA and appointed by the Chancellor and/or President to provide extension services and hold administrative posts outside the College of Medicine but within DLSMHSI.

- B.3.4.** Such extension services and participation shall be considered official time and should not interfere with teaching responsibilities. Based on the demand of the administrative work, deloading/internal secondment may be recommended.

B.4. ATTENDANCE IN SCHOOL ACTIVITIES including:

- B.4.1.** Compulsory/Obligatory attendance, for all faculty members, at:

- i. Opening ceremonies
- ii. General faculty assemblies
- iii. Graduation
- iv. Deliberation of candidates for graduation

- B.4.2.** Required attendance, for particular faculty members, at:

- i. Academic planning activities
- ii. Department meetings
- iii. Baccalaureate mass
- iv. Lasallian modules
- v. Academic activities related to summative assessments of students

B.5. FACULTY DEVELOPMENT ACTIVITIES

- B.5.1.** Faculty members are expected to actively engage in professional development activities which include graduate studies, professional programs and activities (e.g. seminars, workshop training programs/courses) on:

- i. Teaching
- ii. Research
- iii. Specialty Training
- iv. Curriculum Development and Evaluation
- v. Mentoring
- vi. Health/Medical Informatics
- vii. Health Policies
- viii. Biomedical Engineering
- ix. Medical Entrepreneurship
- x. Professionalism
- xi. Patient safety
- xii. Personality Enhancement and Stress Management

- B.5.2.** Participation in society-/specialty sponsored seminars, workshops, and scientific sessions is encouraged provided it is directly related to the faculty member's field/s of specialization and does not interfere with his/her duties and responsibilities in the Department/College.

- a. Every member of the College/Department should have equal right and opportunity to participate and attend such activities.
- b. The budget shall cover registration, accommodation, transportation, and other expenses. In terms of transportation,

a minimum of three (3) participants/attendees is required before a subsidized transportation is provided.

- c. Faculty members shall echo the seminar and submit report of the outcomes of the training/seminar.
- d. Faculty members shall pay for the amount equivalent to the budget allotted for them in the event that they have confirmed their participation but failed to attend.

(refer to Appendix II-A- Faculty and ASP Development and Continuing Success Program: Policies, Standards and Guidelines).

B.5.3. Special lectures/speakerships, other professional engagements conducted by faculty members in DLSMHSI must be duly approved by the Department Chair, properly documented and filed using the OVCA FORM 120 (Direct Teaching/Academic-Related Service Rendered by the Faculty). *[refer to Appendix II-B-VCA MEMO: Academic Policies and Administrative Orders (April 16, 2018)]*

B.5.4. Faculty members invited as internal resource persons, lecturers, documenters, emcees, moderators, and activity evaluators should NOT be given monetary compensation; tokens/gifts duly approved by the Institute may be accepted. *(refer to Appendix II-B)*

B.5.5. Full-time and Part-time faculty members, respectively, shall be allotted a maximum of P3,000 and P1,500 yearly for their participation in mid-year and year-end workshops and other team-building activities. Expenditures in excess of the allotment shall be shouldered by the faculty should they still want to join the activity.

A confirmed attendee is required to return/repay the full amount funds provided/received in case of failure to attend or participate in a scheduled event/activity without just cause or reasonable excuse.

(refer to Appendix II-A)

B.6. RESEARCH AND SCHOLARSHIP

B.6.1. A faculty member is encouraged to engage in research and to produce scholarly and creative publications. He/she is expected to encourage and guide students, and trainees such as interns and residents involved in research studies

B.6.2. The Frascati Manual, which is followed by the DLSMHSI Research Division to define research, shall be used to determine what project counts/does not count as research. (refer to Appendix II-C - What Counts As Research?)

► *N.B. Masteral thesis and dissertation leading to a degree are excluded as scholarly productivity.*

B.6.3. Research and Scholarship activities carried out by faculty members include, but not limited to:

- i. Conduct of researches as principal or co-investigators
- ii. Supervision of student researches
- iii. Research mentoring/advising, other facilitative services
- iv. Conducting research seminars/workshops
- v. Writing and/or publication of research work, articles in scientific publications/journals, monographs, manuals, workbooks/handbooks and textbooks

B.6.4. Scholarly Productivity or Scholarship in keeping with the Vision-Mission Statement of the College shall be classified into:

- i. Teaching and Learning Scholarship
- ii. Basic Science Scholarship
- iii. Clinical Science Scholarship
- iv. Educational Management Scholarship

B.6.5. RESEARCH INCENTIVES

a. “PROTECTED TIME” FOR RESEARCH

[see full text below: Policies And Guidelines On “Protected Time” (Effective SY 2018-2019)]

Protected time - the time a faculty member dedicates/sets aside for research pursuits; a release time from academic duties/activities to enable faculty members to conduct research

a.1. Eligibility for Protected Research Time (PRT)

a.1.1. Only Permanent, Full-time faculty members who will undertake an appropriately approved (i.e. IEC- /IACUC-approved), non-funded or funded(i.e. intra- or extramurally funded) research project are eligible to apply for PRT.

a.1.2. Applicants for PRT must establish a substantial personal contribution to the research project that corresponds on average to at least thirty (30) percent {i.e. at least nine (9) hours per week} of the faculty’s work hours per week across the entire duration of the project.

► *N.B. A personal contribution to the research project of least ten (10%) percent (i.e. 3 hours/week) on the average, may be considered substantial if the proponent will be able to establish that the research project cannot be conducted within his/her regular 30 hours of residency due to heavy workload).*

a.1.3. Faculty members conferred the title “Professor Emeritus” and those who hold a Professorial Chair shall automatically be considered for the PRT grant while they hold such designation.

Collaborators working for a research project can apply if they meet the eligibility requirements for the PRT grant.

- ▶ *N.B. Faculty members who have been granted a sabbatical leave for the concurrent year and those working on research projects contributing to their thesis or dissertation are ineligible.*

a.2. Guidelines for Protected Research Time Availment Level of PRT

- a.2.1.** PRT corresponds to the number of hours per week that can be dedicated to a research project which, in most instances, shall be outside of the faculty's teaching hours per week (i.e. 18 hours/week teaching load) but within his/her remaining residency hours (i.e. 12 hours/week).
- a.2.2.** The level of PRT that can be granted may range from thirty (30) percent [i.e. nine (9) hours per week] to fifty (50) percent [i.e. fifteen (15) hours per week], based on the scientific and technical merits of the research project, capacity to undertake the project, and the percentage of the faculty's hours per week that will be spent on the research project.
 - ▶ *N.B. Full-Time B faculty members of the College of Medicine shall be granted PRT levels pro rata to comparable Full-time A faculty members.*
- a.2.3.** Faculty members serving as Principal Investigators are guaranteed a maximum of fifty (50) percent PRT (i.e. 15 hours/week) for the duration of the PRT grant.
- a.2.4.** For investigator-initiated, multidisciplinary and collaborative research projects, a co-investigator may be granted a maximum of thirty (30) percent PRT (i.e. 9 hours/week) based on the amount of his/her contribution to the project. If there are two or more co-investigators, the maximum of fifty (50) percent PRT shall be divided equally among them.
- a.2.5.** Faculty administrators deloaded from teaching assignments may be granted a maximum of forty (40) percent PRT (i.e. 12 hours/week).
- a.2.6.** Faculty members may avail of PRT for more than one research projects at a time, so long as the sum of the projects' PRT does not exceed the maximum of fifty (50) percent (i.e. 15 hours/week).
- a.2.7.** For research projects requiring more than one year for completion, annual PRT application(s) must be submitted, which shall be approved the same way every time.

- ▶ *N.B. No PRT extensions nor scale ups shall be allowed beyond that approved in the original PRT application; unless, in subsequent application(s), such changes are considered on its own merits.*

- a.2.8. Unused PRT shall not be put to any other use.
- a.2.9. PRT grant approval may be suspended or deferred when alternative arrangements for classroom/laboratory teaching (e.g. finding a suitable substitute) are not feasible, OR when the faculty member's expertise is necessitated for a particular period of time where PRT shall take effect.
- a.2.10. Faculty members/administrators granted PRT may convert a maximum of nine (9) units {i.e. nine (9) hours per week} of their teaching load to overload teaching (with pay) if the corresponding instructional duties/activities shall be performed outside of their official work hours. Such overload teaching shall be subject to Departmental/Unit and College approval
- a.2.11. A Memorandum of Agreement is required for faculty members granted PRT. Failure to fulfill the obligations and conditions attached to the PRT grant shall be ground for:
 - i. Modification or termination of the PRT grant, OR
 - ii. Repayment/reimbursement of the full amount of compensation received while on PRT

In addition, the faculty may also be barred from receiving future institutional funding for research.

a.3. Determination of Protected Research Time

- a.3.1. The % PRT shall be determined by an Adhoc PRT Committee created by the Dean/Director, which shall be composed of five (5) members:
 - i. 2 from the Research Division (i.e. Directors/ Unit Heads)
 - ii. 2 from the applicant's Department/Unit (i.e. Dept/Unit Chair and a senior faculty member)
 - iii. 1 from the Collegiate APEB (i.e. APEB Chair OR a senior APEB member)
 - ▶ *N.B. The Adhoc Committee shall strive to avoid any conflict of interest to the maximum extent*

possible. Disclosure pertaining to the same must be made voluntarily to the Dean/Director.

The Committee shall immediately be dissolved after its tasks have been accomplished.

a.3.2. The matrix below shall be used by the Adhoc PRT Committee in determining the percentage protected time (%PRT) which shall be committed to research.

CRITERIA	WEIGHT (%W)	% PRT (% PRT = total %W obtained using the weighted criteria matrix)
A. Scientific and Technical Merit of the Research Project – shall include but not limited to: <ul style="list-style-type: none"> - appropriateness of conceptual framework - clarity of the research plan - importance of research results - realizability of scope, timeline, and project milestones - translational potential/value 	40% 5-9% = 5%W 10-14%= 10%W 15-19% = 15%W 20-24% = 20%W 25-29% = 25%W 30-34% = 30%W 35-39% = 35%W ≥40% = 40%W	40% 5-9% = 5%W 10-14%= 10%W 15-19% = 15%W 20-24% = 20%W 25-29% = 25%W 30-34% = 30%W 35-39% = 35%W ≥40% = 40%W
B. Capacity to undertake the research – shall include but not limited to: <ul style="list-style-type: none"> - investigator(s) competence to undertake the project based on qualification, experience, training, and track record - appropriateness of leadership, governance and organizational structure for the project - appropriateness of team member's effort for successful conduct of research - adequacy of availability/access to facilities/resources to carry out the project - appropriateness of research support (i.e. funding) for the project 	10% 1-5% = 5%W 5-10% = 10%W 50% 9 hours/ week research workload = 30%W 10.5 hours/week research workload = 35%W 12 hours/week research workload = 40%W 13.5 hours/week research workload = 45%W ≥15 hours/week research workload = 50%W	

N.B. Example of % PRT determination

An approved research proposal obtained:

<i>For Criteria A (Scientific and Technical Merit of the Research Project)</i>	<i>= 35%W</i>
<i>For Criteria B (Capacity to Undertake the Research)</i>	<i>= 10%W</i>
<i>For Criteria C (Man-Hour Requirement of the Research Project)</i>	<i>= <u>50%W</u></i>
<i>Total:</i>	<i>95%W</i>

Therefore, a 50% PRT can be recommended.

a.4. Application Procedure and Requirements

a.4.1. Non-funded or funded research projects (i.e. intra- or extramurally funded) shall undergo the same % PRT determination process outlined herein.

a.4.2. At least one (1) month prior to the start of the research project, a written request for PRT shall be submitted by the applicant to the Dean/Director through the Department Chair/ Unit Head, together with the following data/ documents:

- i. a detailed description of applicant's role in the underlying research project (i.e. details of the work to be performed)
- ii. duration (from start to end date) of the requested PRT
- iii. performance schedule (i.e. table of tasks/ subtasks and the corresponding duration of performance of each in a Gantt or other suitably formatted chart)
- iv. copy of the IEC-/IACUC-approved project proposal, together with the corresponding approval letters/certificates)
- v. copy of the funding grant agreement (for intra- or extramurally funded research projects)
- vi. other documents relevant to the application (e.g. credentials/curriculum vitae of the applicant, etc.)

a.4.3. The Dean/Director shall convene the Adhoc PRT Committee and appoint its Chair within five (5) working days upon receipt of the PRT application.

a.4.4. A meeting of the Adhoc Committee shall be convened by its Chair to present the application to Committee members for deliberation. Upon a favorable consideration, the Committee Chair shall send an endorsement letter to the Dean/

Director together with the extract of minutes of the Committee's deliberation.

- a.4.5. After decanal/Director's review and initial approval, the application materials shall be forwarded to the Vice Chancellor for Academics (VCA) for final approval.
- a.4.6. The Office of the VCA shall notify the applicant through channels. The following Offices shall be provided with copies of the PRT approvals: Dean/Director, Department Chair/Unit Head, HRM, and Director for Finance and Controllershship.
- a.4.7. Any changes in the project agreement or research participation must be reported to the Dean/Director through the Department Chair/Unit Head for appropriate action.
- a.4.8. Interim project/status reports {every six (6) months} shall be submitted to the Dean/Director through the Department Chair/Unit Head until the expiration of the current PRT grant.

a.5. Performance Expectations for Protected Research Time (PRT) Recipients

Performance expectations that meet the level of PRT granted shall include, but not limited to, the following:

- i. Publication in a peer-reviewed journal
- ii. Paper presentation at an academic/scientific conference
- iii. Receipt of grants in support of the faculty's research within next two (2) years after completion of the underlying project
- iv. Evidence of established or emerging research reputation

a.6 PRT-Equivalent Research Incentive (PERI)

PERI is the cash equivalent of the awarded Protected Research Time (PRT).

- a.6.1. In cases where the funding Institution/agency is willing to provide this kind of incentive to research investigators, faculty members granted PRT for their intra- or extramurally funded researches may apply for PERI should they opt to conduct their research projects outside their official work hours, if only to ensure unimpeded project implementation and completion of deliverables as planned.

PERI is NOT the same as teaching overload wherein teaching duties/activities will be conducted outside of the faculty's official work hours.

It is also NOT the same as research honorarium provided to investigators as payment for their participation in a research project.

a.6.2. The PERI, built into the total project cost, shall be assumed by the College/DLSMHSI or by the external funding agency/organization.

a.6.3. For internally funded projects, fifty (50) percent of the PERI shall be released to the investigator(s) upon submission of mid-study report; the remaining fifty (50) percent upon completion of the project study and after fulfilling any/all of the performance expectations for PRT recipients.

For externally funded researches, the release of PERI shall follow the guidelines established by the funding agency/organization.

b. DEAN'S AWARD FOR RESEARCH/SCHOLARLY PUBLICATION

b.1. Permanent faculty members whose paper has been published in an internationally recognized peer reviewed journal provided the name of the Institution is clearly identified in the designation of the author in the journal articles shall receive the following research/scholarly publication incentive:

- i. Principal author - 100% of monthly salary
- ii. Co-author - 50% of monthly salary

b.2. Professorial and academic chairholders also qualify for the award/incentive if they publish a paper in an internationally peer reviewed journal over and above that required by the Chair they hold.

b.3. The faculty must apply for the Award, not later than one (1) year following the date of publication, and submit all supporting documents to the Dean for endorsement to the Vice Chancellor for Research (VCR). After review of the endorsement, the VCR shall recommend the Award approval to the Vice Chancellor for Academics.

b.4. Only one paper can be submitted for consideration for the Award in any given school year.

b.5. Collaborative researches within DLSHSI or with other agencies may also qualify for the Dean's Award. The members of the research team must decide among themselves the distribution of the research/scholarly publication incentive.

b.6. The awardee is expected to give an oral presentation of the paper at a DLSMHSI/CM-sponsored scientific forum within one (1) year after conferment of the Award.

c. VICE CHANCELLOR FOR ACADEMIC'S AWARD FOR SCHOLARLY PRODUCTIVITY [see full text below: Revised Publication Guidelines and Criteria for the VCA's Award for Scholarly Productivity (Jan 29, 2019) and the March 19, 2019 Addendum]

c.1. The Categories of Journal Publication and Financial Incentive for Primary Author and for Co-Authors are as follows:

CATEGORY	LEVEL OF AUTHORSHIP	RESEARCH INCENTIVE
Scopus-Indexed or SCIMago Journal Rank Listed Journal	Primary author	100% of basic salary
	Co-author	50% of basic salary
	Co-authors (if there are more than one co-author, and all from DLSMHSI)	50% of basic salary of the primary author to be equally divided among the co-authors)
Any Abstracting & Indexing Service	Primary author	50% of basic salary
	Co-author	30% of basic salary
	Co-authors (if there are more than one co-author, and all from DLSMHSI)	30% of basic salary of the primary author to be equally divided among the co-authors)
Professional Journals	Primary author	30% of monthly salary
	Co-author	20% of monthly salary
	Co-authors (if there are more than one co-author, and all from DLSMHSI)	20% of basic salary of the primary author to be equally divided among the co-authors)

c.2. Minimum criteria in the granting of the incentive are as follows:

- i. Permanent faculty members with minimum rank of Associate Professor
- ii. DLSMHSI as school of affiliation
- iii. one paper/entry qualifies for one award for the school year

ADDENDUM (March 19, 2019)

Professorial and academic chair holders also qualify for the incentive if they publish a paper in an internationally accepted peer-reviewed journal over and above what is required by the Chair they hold.

- c.2. In cases when there are more than 1 co-author affiliated with DLSMHSI and the Primary author is NOT from DLSMHSI, the percentage of the basic salary of the first listed author affiliated with DLSMHSI shall be the basis for the computation of the financial incentive.
- c.3. Professional journals may include institutional, society, and university research journals but not classified as predatory. Faculty are advised to refrain from predatory publishers as they may be disqualified for any research incentive. A journal maybe considered predatory if they are listed under the Beall's List of Predatory Journals and Publishers (<https://beallslist.weebly.com>)
- c.4. The research incentive to be given to qualified faculty members shall be taken from the approved and available research budget of the Academics.

d. FINANCIAL INCENTIVE FOR PAPER PRESENTATION

(refer also to Appendix II-D- Implementing Rules and Regulations on the Granting of Research Incentives to Faculty Members and ASP Involved in Research Activities).

- d.1. Full-time tenured faculty members whose papers will be presented in conferences/conventions held outside the country may receive (subject to availability of funds) a financial incentive of \$150 (for conferences held in Asia), and \$300 (for outside Asia conferences), with no liquidation.

On the other hand, Full-time tenured faculty members whose papers will be presented in international conferences/ conventions held in the Philippines may receive (subject to availability of funds) a financial incentive of P3,500, with no liquidation.

This allowance shall be in addition to the approved funds that may be awarded to cover the costs of registration, accommodation, transportation, and other expenses.

- d.2. The activity should not interfere with the faculty members' academic responsibilities. Necessary arrangements with the Department must be made prior to the activity.
- d.3. The principal author should apply for the incentive and submit all supporting evidence to the Vice Chancellor for Academics duly endorsed by the Dean.

d.4. Only one (1) paper (oral) presentation can be submitted for consideration for the financial incentive in any given school year.

▶ *N.B. Poster presentations DO NOT qualify for the incentive.*

d.5. The faculty member is required to return/repay the full amount funds provided/received in case of failure to attend/participate in said event/activity without just cause or reasonable excuse.

e. FINANCIAL INCENTIVE FOR INTERNATIONAL CONFERENCE SPEAKERS (*refer also to Appendix II-A*)

e.1. Full-time tenured faculty members invited as GUEST SPEAKERS in international conferences may receive (subject to availability of funds), a financial incentive of \$150 (for conferences held in Asia), and \$300 (for outside Asia conferences), with no liquidation.

On the other hand, Full-time tenured faculty members invited as GUEST SPEAKERS, in international conferences/ conventions held in the Philippines may receive (subject to availability of funds), a financial incentive of P3,500, with no liquidation.

This allowance shall be in addition to the approved funds that may be awarded to cover the costs of registration, accommodation, transportation, and other expenses.

e.2. The activity should not interfere with the faculty members' academic responsibilities. Necessary arrangements with the Department must be made prior to the activity.

e.3. The faculty member should apply for the incentive and submit all supporting evidence to the Vice Chancellor for Academics duly endorsed by the Dean.

e.4. The faculty member is required to return/repay the full amount funds provided/received in case of failure to attend/participate in said event/activity without just cause or reasonable excuse.

B.7. COMMUNITY SERVICE

B.7.1. A faculty member is encouraged to participate in college sponsored community service and outreach programs.

B.7.2. He/she is encouraged to engage in active and visible participation in health-related advocacy program of local, national/international societies/government and in support of the programs of the local church and the Diocese of Imus.

B. 8 HOSPITAL SERVICE

- B.8.1.** The clinical science faculty member shall provide free specialty care to patients in the service wards of the DLSUMC.
- B.8.2.** The college appointment shall hold true for the same administrative position in the hospital (e.g. Clinical Department).
- B.8.3.** In the event that the faculty with administrative appointment/assignment, despite a deload, fails to perform duties and tasks as assigned, he/she may be requested to downgrade his/her College Full-Time appointment status.

C. OUTSIDE PROFESSIONAL ACTIVITIES, CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

[see full-text below: Outside Professional Activities, COI and COC (Effective SY 2018-2019)]

Outside professional activities provide the faculty not only with professional currency and relevant practical experience, but also with opportunities for professional development, continuing education, knowledge transfer and knowledge sharing. Hence, reasonable participation in these activities is encouraged.

The nature and extent of the faculty member's outside professional activities, however, should NOT compromise the performance of his/her academic duties and the pursuit of the educational missions of DLSHSI; and must NOT detract the prestige of the College/Institution and the professional stature of the faculty.

All faculty members should recognize his/her obligation to act in the best interests of the College/DLSHSI and therefore, must NOT allow outside professional activities to interfere with that obligation.

Outside professional activities should NOT create real, potential or apparent Conflict of Interest and/or Conflict of Commitment, any of which has possible adverse impact on college/institutional interests.

C.1. OUTSIDE PROFESSIONAL ACTIVITIES

All faculty members/ASP who engage in outside professional activities, including external consulting, must conduct these activities in accordance with the terms of their employment agreement, and with all relevant DLSHSI rules and policies.

The College/DLSHSI has NO responsibility or liability for the outside professional activities of the faculty, except those who received written approval prior to engagement.

C.1.1. NON-COMPENSATED OUTSIDE PROFESSIONAL ACTIVITIES

This refers to outside professional activities, integral to the faculty member's academic and professional expertise, that expand and advance his/her normal responsibilities to the College/DLSHSI.

These include, but are not limited to:

- providing public service or pro bono work
- giving guest lectures, speeches
- attending professional meetings
- reviewing grant proposals, refereeing journal manuscripts
- acting as editor of a professional journal
- serving on national commissions, government advisory bodies/boards
- serving as elected officer of professional organizations
- conducting site visits, program evaluations at other institutions
- participating as investigator or adviser on projects supported by government or private grants
- writing books, participating in artistic performances or activities

Faculty members must fully and promptly inform their immediate superior in writing about their participation in these non-compensated outside professional activities. This is to ensure that no conflict of interest or commitment would arise where gifts or in-kind donations may be tied to productivity and/or may substitute for direct compensation.

If there is reason, however, to believe that these activities present actual or perceived Conflict of Interest or Commitment, full and prompt disclosure must be made prior to participation in such activities.

C.1.2. COMPENSATED OUTSIDE PROFESSIONAL ACTIVITIES

This refers to outside professional services, related to the faculty member's academic and professional expertise, that are outside the scope of his/her primary responsibilities in the College/DLSHSI, and are undertaken for personal financial gain beyond nominal payments and/or expense reimbursements.

These include, but are not limited to:

- i. consulting - is any professional activity, involving the faculty member/ASP's professional capabilities and expertise, where a fee-for-service or an equivalent relationship with a third party exists, and where the faculty is NOT acting as an agent of the College/DLSHSI
- ii. having substantial involvement in commercial enterprises (e.g. ownership interests, line management positions)
- iii. being employed on a full-time appointment by another institution or employer
- iv. participating (as investigator, member/staff, or paid consultant) in projects supported by government/or private grants

Since these compensated outside professional services activities have potential for both Conflict of Interest and Conflict of Commitment, written disclosures must be made prior to undertaking these activities.

C.2. GUIDELINES ON COMPENSATED OUTSIDE PROFESSIONAL ACTIVITIES (COPA)

- C.2.1. COPA should not take precedence over the faculty member/ ASP's primary commitment to the College/DLSMHSI
- C.2.2. Faculty members may engage in COPA only outside of their declared work days and hours in DLSMHSI, or while on unpaid leave of absence from the College.
- C.2.3. Faculty members are required to obtain prior written approval, from the Department Chair and the Dean, before engaging in COPA
- C.2.4. Faculty members have the obligation to disclose in writing all COPA, to include among others the third-party entity for which these are to be performed, the nature, scope, duration, and compensation for such activities.
- C.2.5. COPA do not involve becoming an employee of the third-party entity, or having a concurrent, Full-time faculty appointment at another academic institution.
- C.2.6. The third-party entity for which the COPA is to be performed must be informed of all relevant institutional policies, as well as obligations of the faculty under those policies. This task of informing shall be the responsibility of the faculty members.
- C.2.7. It should be clear to all parties concerned that the COPA is personal such that faculty members will be acting in their private capacities, and that the College/DLSMHSI is NOT endorsing the COPA.
- C.2.8. Unless, expressly authorized or permitted, faculty members may **NOT**:
 - a. use College/DLSMHSI resources (e.g. facilities, equipment, personnel, students, trainees). EXCEPT in purely incidental way;
 - b. grant any outside person or entity access to College/ DLSMHSI resources, including research results, materials, or products;
 - c. compete with the professional, instructional, and any other services offered by the College/DLSMHSI, or with the pursuit of sponsored funding;
 - d. use DLSMHSI funding, and confidential, privileged, or proprietary information;
 - e. use the name of DLSMHSI, or any DLSMHSI mark, symbol, or logo, EXCEPT as reference to the faculty member's College/DLSMHSI affiliation for identification purposes;
 - f. list institutional contact information in commercial listings
 - g. give, as consulting business address, any DLSMHSI building, College or Department name

- h. make endorsements of business, private practice, commercial product, political position, etc.

A copy of the Written Agreement with the third-party entity may be requested for review, as part of the oversight process for Conflict of Interest or Commitment.

C.3. CONFLICT OF INTEREST AND CONFLICT COMMITMENT

Faculty members, particularly those with full-time appointments, owe professional loyalty to the College/DLSMHSI.

Faculty members, therefore, should be alert to the possibility that outside professional activities could create a division of loyalty, and give rise to real, potential, or apparent Conflict of Interest or Commitment.

Personal responsibility, high standards of integrity and ethical principles are major factors in preventing such conflicts to occur.

AS A MATTER OF POLICY, NO faculty member of this Institute may undertake any activity, which constitutes Conflict of Interest or Commitment, EXCEPT as may be expressly approved and/or permitted.

C.3.1. CONFLICT OF INTEREST (COI)

Conflict Of Interest – denotes any situation /circumstance in, which the financial or other interests of the faculty member (or his/her immediate family member, or persons with whom he/she has personal or business relationship) may actually or potentially compromise his/her primary obligations and commitments to the College/DLSMHSI.

Disclosure of COI must be made in writing to the Dean/Director through the Program Director/Department Chair prior to undertaking any activities giving rise to COI.

Activities, which may create COI include, but are not limited to:

- a. Non-compensated Outside Professional Activities (*refer to Section C.1.1.1, this Chapter*)
- b. Compensated Outside Professional Activities (*refer to Section C.1.2, this Chapter*)
- c. Business/Entrepreneurial Activities – which include among others the following:
 - i. participating in testing, trials, research, technology or product development, management, or evaluation owned/controlled by a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;
 - ii. assigning students, trainees, or subordinates to projects supported by a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;

- iii. participating, or taking administrative action on grants, contracts, purchase orders, lease arrangements, rentals, or donations from a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;
 - iv. holding top management position (i.e. position with significant decision-making authority) in a business engaged in activities related to the faculty member's institutional responsibilities; or in an entity that conducts or seeks to conduct business with DLSMHSI;
 - v. having financial and other interests in a business that competes with the services, products, awards or grants, bids for sponsored research, or with other activities in which DLSMHSI is or might become engaged;
 - vi. diverting business or financial opportunity that DLSMHSI is pursuing or might be interested in pursuing;
 - vii. soliciting business that might disturb existing professional or/business relationship that DLSMHSI has with an outside entity;
 - viii. making professional referrals to a business in which the faculty (or his/her immediate family member, or persons with whom he/she has close or business relationship) has financial or other interests;
 - ix. soliciting or receiving anything of value (e.g. gifts, special favors) from individuals, vendors, or entities that provide or seek to provide services, products, or supplies to DLSMHSI.
- d. Workplace Activities – which include, but not limited to:
- i. participating, directly or indirectly, in a decision-making process (e.g. employment, employee benefits, work assignment, student admission, purchase order) that involves direct benefit to the faculty or to a person with whom he/she has intimate or family relationship;
 - ii. having a direct reporting/evaluation relationship with an employee, or a supervisory/evaluation relationship with a student with whom the faculty has intimate or family relationship;
 - iii. permitting persons, with whom the faculty has intimate or family relationship, to be paid from funds from a grant or contract supervised by the faculty;
 - iv. soliciting or receiving anything of value (e.g. personal gifts, special favors) on behalf of, or as a representative of DLSMHSI.

- e. Any Other Activities that compromise the faculty member's professional responsibility to the College/DLSMHSI, results in financial gain/benefit to the faculty or related individuals, or diverts to third-party entities financial support, personal and other resources which otherwise would flow to the College/DLSMHSI .

C.3.2. CONFLICT OF COMMITMENT (COC)

Conflict of Commitment (Conflict of Obligation) – denotes any situation/circumstance in which the professional activities of the faculty, whether inside or outside DLSMHSI, substantially interfere with his/her primary obligations and commitments to the College/DLSHSI.

Disclosure of COC must be made in writing to the Dean/Director through the Program Director/Department Chair prior to undertaking any activity giving rise to COC.

Activities, which may create COC include, but are not limited to:

- i. engaging in outside professional activities (compensated or non-compensated) within the declared work days and hours in DLSMHSI;
- ii. committing to professional activities that involve regular, frequent or prolonged absence from the Department/College;
- iii. engaging in non-DLSMHSI's activities/projects which demand a substantial portion of the faculty member's time and attention, thereby diluting the amount and quality of his/her participation in the academic and instructional affairs of the Department/College;
- iv. engaging in course creation on behalf of or through an outside entity;
- v. participating on sponsored projects at another entity.

C.3.3. REQUEST FOR APPROVAL

It is incumbent upon the faculty to fully and promptly inform his/her Dean/Department Chair of ALL professional activities (that fall outside the scope of the his/her primary responsibilities, whether inside or outside DLSMHSI) that he/she personally wish or is requested to engage in.

Depending on the nature, type, and extent of the activity, submission of a written request for approval may be required.

The decision to approve the request is within the discretion of the VCA endorsed by the Dean.

AS A MATTER OF POLICY, faculty members are required to obtain approval before engaging in activities that might create the perception of or potential for Conflict of Interest or Commitment.

When there is reason to believe that a real, potential, or apparent Conflict of Interest and/or Commitment exist, the faculty is obligated to disclose all facts material to the conflict on an appropriate Form.

C.3.4. DISCLOSURE, REVIEW, AND RESOLUTION OF CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

The requirement to disclose personal financial arrangements/relationships with a third-party entity, or commitments of time and effort to activities that create the occasion for real, potential or apparent Conflict of Interest (COI) or Conflict of Commitment (COC) serves the ultimate purpose of preserving the interests of the College/DLSMHSI.

Should the faculty have questions about whether a professional activity requires disclosure, he/she must consult the Dean/Department Chair.

The Dean/Chair, after identifying a COI or COC, is obligated to ensure appropriate management of the conflict.

In some circumstances, identification and evaluation of potential COI or COC require the Dean/Chair to consult the appropriate Vice Chancellor, and/or DLSMHSI legal counsel.

a. ANNUAL DISCLOSURES

On an annual basis, ALL faculty members/ASP are required to complete and submit the DISCLOSURE FORM (refer to Appendix II-E- Disclosure Form) which requires among others:

- i. disclosure about the faculty member's (or his/her immediate family member, or persons with whom he/she has close or business relationship) outside professional activities, personal, financial, or other interests that could constitute real, potential or apparent Conflict of Interest or Commitment, as described in the preceding Sections.
- ii. provision of additional information/documentation, if necessary, pertinent to the Conflict of Interest or Commitment

The Disclosure Form must be submitted to the Dean, through the Department Chair, two (2) weeks before the start of classes.

The information disclosed must be sufficient for verification. Breaches in disclosures will be dealt with on a case-to-case basis.

Disclosures shall be considered confidential. It shall be the responsibility of the Dean/Department Chair to exert all reasonable efforts to preserve confidentiality as part of the process.

The Dean shall establish procedures to ensure timely

review of Faculty Annual Disclosures, and shall keep records of the disclosures and related actions.

The following are the possible outcomes of the disclosure process:

- i. Approved (Permitted)
- ii. Approved (Permitted)contingent upon satisfactory implementation of management and monitoring plans
- iii. Disapproved (Prohibited)

The Dean shall submit an Annual Disclosure Summary to the Vice Chancellor for Academics, including the remedies imposed.

b. AD HOC DISCLOSURES

The faculty/ASP is duty-bound to disclose to the Dean/ Department Chair on an ad hoc basis:

- i. current or prospective situations that may raise questions of Conflict of Interest or Commitment, in advance of the conflict arising, or as soon as feasible after such situations became known to the faculty
- ii. valid change-in-circumstance (e.g. changes in financial interests, nature, or elimination of the conflict) that has rendered any previously submitted Disclosure Form materially inaccurate or incomplete

c. MANAGEMENT OF CONFLICTS

The Dean, after review and identification of Conflict of Interest (COI) or Conflict of Commitment (COC), shall propose remedies to ameliorate, mitigate, or eliminate the conflict. Attempts shall be made to resolve the conflict by mutual agreement with the faculty.

The Dean shall ensure appropriate monitoring and oversight of the conflict, management actions, and compliance with the measures.

Management options include, but are limited to:

- i. appropriate conflict disclosure to involved parties;
- ii. divestiture of significant financial interests;
- iii. severance of relationships that pose conflicts;
- iv. imposition of unpaid leave of absence;
- v. modifying, suspending, or limiting professional activities that create conflicts;
- vi. updating the disclosure on at least a bi-annual basis.

Following exhaustion of all possible management options, faculty members may appeal, to the next-higher superior, the decision of the Dean/Department Chair to disapprove the proposed activity, or the remedies imposed.

The Dean shall be notified of all identified COI or COC that

were unremedied so they can be re-evaluated and acted upon by the Dean. Conflict issues, which remain unresolved shall be referred to the Vice Chancellor for Academics.

d. DISCIPLINARY ACTION (SANCTION)

Full and open disclosure of Conflict of Interest or Commitment is expected of the faculty, in consideration of the trust and ethical responsibility placed in them.

Disclosure policy violations include, but are limited to:

- i. failure to submit Annual Disclosures, and Ad Hoc Disclosures, if so required;
- ii. providing knowingly inaccurate, incomplete, misleading, or false disclosure information;
- iii. failure to comply with the prescribed conflict management and monitoring plans.

Distinctions, however, shall be made between simple neglect, honest oversight, ignorance of the policy, and willful, deliberate non-disclosure.

Following identification of breaches in the disclosure process, the faculty shall be given the opportunity to take corrective action within a specified period of time. If corrective action is not taken, the Department Chair shall recommend the appropriate sanction to the Dean for approval.

Violations of the Disclosure Policy, which amount to serious misconduct, shall be subject to disciplinary action (sanction) ranging from warning to dismissal, in accordance with the provisions of this Manual.

The faculty has the right to appeal the sanction to the Vice Chancellor for Academics (VCA). The decision made by the VCA on the appeal is grievable.

D. GRIEVANCE AND DISCIPLINARY POLICIES AND PROCEDURES

[see full text below: Grievance and Disciplinary Policies and Procedures (Effective SY 2018-2019)]

Grievance and disciplinary procedures provide frameworks for maintaining effective working relationships and conditions, and high standards of conduct and performance; thus, must be viewed in a constructive light.

Grievance procedures are different from disciplinary procedures. The main difference lies in the direction and level of handling. A grievance is laid at a lower level and handled by a higher level, while discipline is applied from higher to lower level, never vice versa.

Although the line between the two sometimes can become blurred (e.g. a grievance leading to a disciplinary action), the two procedures should remain distinguishable.

As a matter of policy, structures for guaranteeing fair, reasonable, and just mechanisms shall exist for resolving grievance and disciplinary issues arising between DLSHSI faculty/ASP and its officials/administrators, whether full-time or part-time, tenured or probationary.

D.1. GRIEVANCE POLICIES AND PROCEDURES

D.1.1. General Considerations

Faculty members have the right to seek redress of any grievance or complaint following established policies and procedures on grievances.

Faculty members are encouraged to pursue informal means of resolution, whenever possible, before invoking the grievance process set forth in this document. All parties are expected to demonstrate a willingness to resolve the grievance at the lowest possible level, and to abide by all determinations made during the course of the grievance process.

Grievants shall be assured freedom from reprisal for the filing of their grievance in good faith, but may be subject to disciplinary action if it is determined that the grievance has been filed in bad faith or with malice.

If, during the grievance process, a counter-grievance is brought, such complaint should be heard strictly in chronological order. Likewise, where a grievance can lead to a disciplinary action, the grievance procedure must first be completed before the disciplinary procedure is invoked. It must be emphasized that is entirely inappropriate and unacceptable for a grievant to be disciplined for bringing a valid grievance.

D.1.2. GRIEVANCE

Grievance - a written complaint lodged by a faculty against an academic administrator or another faculty member, acting in an official capacity, whose action/inaction or decision deprives the faculty of a right or privilege, or directly/adversely affects the faculty's personal and professional well-being, AND which can be corrected/remedied by DLSMHSI or its relevant Unit.

D.1.3. FILING A GRIEVANCE

A faculty member with grievance against another faculty within his/her Department/Unit shall present the grievance to the faculty's Department Chair.

A faculty member with grievance against another faculty NOT in his/her Department, OR with grievance against the Department Chair, a Department policy or procedure or the application thereof shall present the grievance to the Dean.

A faculty member with grievance against the Dean, a College policy/procedure or the application thereof shall present the grievance to the Vice Chancellor for Academics (VCA).

A faculty member with grievance against the VCA, an Academic Division's policy/procedure or the application thereof shall present the grievance to the DLSHSI President.

TO FILE A GRIEVANCE, the faculty member/ must submit a written, signed grievance to the appropriate administrator or the next-higher superior (NOT the respondent or a party to the grievance) within 30 working days that the grievant knew or have known the wrongful action/decision. Failure to meet filing deadlines may be cause for refusal to consider the grievance.

The GRIEVANCE must contain the following information:

- i. the factual basis for the grievance
- ii. the date of the action/decision which is the subject of the complaint, or the date the grievant became aware of such action/decision
- iii. facts/documents relevant to the grievance, including names of witnesses and efforts, if any, to address the issue prior to filing the grievance
- iv. the person(s) against whom the grievance is filed ("respondent")
- v. the redress or remedy sought by the grievant

D.1.4. INFORMAL RESOLUTION

Although NOT a prerequisite for the use of the Grievance Procedure set forth in this document, disputants are encouraged, as early as possible, to make earnest effort to settle amicably the dispute and begin to move forward through informal channels of grievance resolution (e.g. conciliation, mediation). Such informal, voluntary, and

consensual process aims to re-establish lines of communication and reach a written, mutually agreed grievance resolution without having to go through a formal process such as the Grievance Procedure.

The Department Chair or the appropriate next-higher superior shall confer with the parties and make reasonable effort to informally resolve the grievance, within 5 working days, to the satisfaction of the grievant and the respondent.

Such non-legalistic conciliatory meeting shall be closed and confidential. All parties shall be asked to sign a confidentiality agreement.

If a mutually agreeable resolution is reached, then the grievance is closed and the process is terminated. Informal resolutions are NOT eligible for appeal. Thus, upon grievance resolution, all records of the grievance shall be expunged from the respondent's record.

If informal dispute resolution has been unsuccessful and the grievant chooses to proceed through formal procedures, a written request for a formal hearing must be submitted within 48 hours of such conciliation meeting. Failure to submit such a request will constitute a waiver of the grievant's right to pursue the complaint.

D.1.5. ADHOC GRIEVANCE COMMITTEE

a. Mandate and Purpose

The Ad Hoc Grievance Committee shall be an advocate for the grievance process and shall remain neutral on the merits of the grievance.

The Committee shall conduct a full inquiry into the grievance in accordance with the Academic Division's grievance procedure, and present its findings and recommendations to the Vice Chancellor for Academics.

Before commencing grievance proceedings, the Committee shall determine, among others, whether:

- i. the grievance has met the time requirements set out in the grievance process (i.e.no later than 30 working days after the grieved issue became known to the grievant)
 - ii. the complaint presents a specific grievable issue
 - iii. the grieved issue has substantial impact on the grievant
 - iv. respondent(s) to the grievance is/are properly and correctly named
 - v. substantial and credible evidence exists to support the grievance
- *N.B. If the Committee finds the grievance deficient, the grievant shall be advised in writing to revise and resubmit. Failure to resubmit a revised grievance within 5 working days after receipt of the NOTICE OF DEFICIENCY ends the grievance.*

b. Committee Membership

The Ad Hoc Grievance Committee shall be no fewer than three (3) but not more than five (5) members. It shall be composed of the following:

- i. One tenured Faculty Association officer duly designated by the DLSMHSI Faculty Association and acceptable to both grievant and respondent.
- ii. One tenured Full-Time faculty whose academic rank is at least equal to the grievant, selected by the grievant and acceptable to the respondent.
- iii. One tenured Full-Time faculty whose academic rank is at least equal to the respondent, selected by the respondent and acceptable to the grievant.

b.1. General Principles

b.1.1. In case the grievant and the respondent cannot agree on a mutually acceptable member of the Grievance Committee, the Dean or the appropriate next-higher superior shall appoint, in the exercise of his/her

prerogative, a substitute/replacement within 48 hours.

- b.1.2.** The Dean or the appropriate next-higher superior shall have the discretion and prerogative to augment, in consultation with and approval of all parties, the Grievance Committee membership which may include a subject matter expert or persons representing special fields or a particular profession, as needed for competent grievance review.
- b.1.3.** The Grievance Committee shall NOT include faculty members who hold an administrative position (i.e. Department Chair or above).
- b.1.4.** Any prospective Committee member deemed to have relevant bias and/or potential conflict of interest/commitment may choose NOT to serve as Grievance Committee member. It shall be the obligation of the prospective member to

disclose any relevant bias and/or conflict of interest/commitment.
- b.1.5.** Parties to the grievance have the right to challenge the independence, fairness and impartiality of any member of the Committee. The challenge must be in writing and submitted to the Dean or the appropriate next-higher superior. Frivolous use of the right to challenge, however, may result in disciplinary action.
- b.1.6.** The Grievance Committee shall select a CHAIR from among its members. The Committee, through its Chair, shall establish ad hoc Rules of Procedure to the extent not defined by the grievance process set forth in this document (e.g. order and decorum, member responsibilities, quorum, voting, hearing procedures, schedules, time allotments, evidentiary matters, documentation, etc.), and any other guidelines consistent with the requirements of due process and equitable protection of all parties involved in the grievance.

D.1.6. GRIEVANCE PROCESS

Grievances shall be resolved through a formal hearing process, unless resolved informally.

- a.** Upon receipt of the formal (written, signed) complaint OR a written request to a formal hearing (after attempt to informally resolve the complaint failed), the Dean or the appropriate next-higher superior shall constitute an AdHoc Grievance Committee within 48 hours.
- b.** The Ad Hoc Grievance Committee shall administer the grievance procedures as expeditiously as possible, and submit its findings and recommendations within 10 working days, unless the Committee determines that an extension of NOT more than 5 working days is warranted due to compelling and/or extenuating circumstances.

- c. Upon receipt of the Committee’s findings and recommendations, including remedy for the grievant, the Dean or the appropriate next-higher superior shall decide the grievance within 5 working days.
- d. All parties shall then be informed in writing of the Dean’s or the appropriate next-higher superior’s decision within the next 48 hours, and notified of their right to appeal. If an appeal is NOT filed, the Human Resource Management shall be provided a copy of the decision for inclusion in the faculty’s personnel file.
 - ▶ *N.B. The grievance process is meant to be remedial rather than punitive. Hence, sanction or reprimand are unacceptable remedies for a grievance. Such measures are available ONLY in a disciplinary process.*

D.1.7. PROCESS AND TIMELINES

Every reasonable effort should be made to complete the grievance process within the time frames set forth herein.

GRIEVANCE PROCESS TIME LINE			
Day 0	Grievance Occurred		
By Day 30	Formal Grievance Filed		
By Day 35	Informal Resolution Explored	OR	
By Day 37		Formal Hearing sought	
By Day 39		Ad Hoc Grievance Committee convened	
By Day 49		Ad Hoc Committee Report submitted	
By Day 54		Complaint disposed of by the Dean or the appropriate next-higher superior	
By Day 56		Notice of Disposition sent	OR
By Day 61			Appeal submitted to VCA/DLSMHSI President
By Day 71			Final Decision reached
By Day 73			Notice of Final Decision sent

D.1.8. PROCEDURAL RULES

- a. The Grievance Committee shall ensure that both the grievant and the respondent are afforded a fair and equitable process and that the proceedings, which are non-legal, are carried out within the framework of good faith and collegiality.
- b. The grievance process is NOT a formal judicial proceeding and does NOT require participation of legal counsels.
- c. Only grievances NOT appropriate for mediation (i.e. those in which one of the parties to the grievance disagrees with the informal resolution process; those in which informal resolution is NOT an option; or those NOT resolved through mediation) shall be heard by the Grievance Committee.
- d. Formal action on the grievance may not be postponed except upon meritorious grounds.
- e. The time frames set forth in the grievance process may be extended by mutual agreement or the showing of good cause for extension by one of the parties.
- f. In so far as possible, the hearings shall be conducted during regular work days/hours, with release time for all parties/ persons involved.
- g. The burden of proof by preponderance of evidence (AKA balance of probabilities) falls on the grievant at all times. Preponderance of evidence means that the evidence makes the allegation more likely true than not true, or has greater weight on the issue.
- h. In cases of multiple respondents, the grievance may be heard by one Committee; however, a respondent may petition for a separate hearing upon a showing of good cause.
- i. NO new allegations may be introduced into the hearing. Issues NOT raised in the written grievance shall NOT be considered.
- j. Strict or formal rules of evidence need NOT be followed. However, the relevance and admissibility of evidence shall be decided by the Committee. Either party has the right of access to all evidences presented.
- k. The hearings are CLOSED to anyone other than the parties/ persons directly concerned, unless both parties agree on an open hearing.
- l. All parties and participants to the grievance are obligated to maintain confidentiality before, during, and after the process. Failure to comply may result in disciplinary action. A breach in confidentiality, however, shall NOT invalidate the grievance proceedings.
- m. All information and records related to the grievance proceedings (both informal and formal) shall be kept

confidential to the degree permitted by law or by operation of the grievance process set forth in this document, unless waived in writing by the concerned parties.

- n. All hearings shall be recorded. A written transcript may be requested but the privacy of confidential records used in the hearing shall be respected.
- o. All proceedings shall be in writing and these shall include, not only the complaint but also answers, memoranda, recommendations, and consequent decision. Minutes of these proceedings should be signed by all parties present. Original records of all proceedings shall be kept in the possession of the Dean or the appropriate next-higher superior and shall be a part of the official employment file of the faculty.
- p. A party may elect NOT to appear, in which case the hearing shall be held in his/her absence. Absence of a party shall NOT be prejudicial to the case.
- q. Ex-parte communication with members of the Grievance Committee shall be prohibited unless a written consent is given by the absent party. However, the Grievance Committee retains its right to deliberate with neither party present.
- r. The parties may, at any time during the grievance process, reach a mutually agreed resolution to the grievance. The Grievance Committee, after being notified of the consensual resolution in writing by the grievant, shall issue a memorandum to all parties regarding the termination of the grievance. Any such notice of termination is final and closes the grievance.
- s. Further jeopardy for the same grieved issue is prohibited after a final decision unless new information/evidence materialize that were not known or reasonably available prior to the decision.
- t. If the grievant initiates legal action for the same grieved issue while the grievance is being investigated, such grievance shall be held in abeyance by the Committee pending conclusion of the litigation.
- u. Decisions/actions of the Grievance Committee cannot be grieved.

D.1.9. THE GRIEVANCE COMMITTEE REPORT

The Grievance Committee's Report shall be advisory to the Dean or the appropriate next-higher superior, and does not bind him/her to a particular Grievance Committee finding or recommendation.

The Grievance Committee Report shall include the following:

- i. Summary of the charge and evidence(s)

- ii. Statement of the finding of the facts
- iii. Conclusions, recommendations, and/or specific remedies required
- iv. Rationale for the recommendations and/or remedies
- v. Other pertinent comments about policies, procedures, and practices that may have contributed to the conflict, and/or recommended changes that might prevent such conflict from arising in the future.
 - ▶ *N.B. The Committee may provide information, separate from the Grievance Report, on issues arising from the grievance that were not adequately/ appropriately addressed by existing applicable rules, policies, and procedures of DLSMHSI or its relevant Unit.*

D.1.10. APPEAL

The parties to the grievance have the right to appeal the decision of the Dean or the appropriate next-higher superior. Appeals must allege either a prejudicial violation of procedural safeguards, and/or inadequate consideration of evidence presented during the hearing.

- a. A written appeal must be filed with the VCA or the DLSHSI President (when the VCA is involved), within 5 working days of receipt of the NOTICE OF DISPOSITION (i.e. decision of the Dean/Director or the appropriate next-higher superior). Failure to appeal within the prescribed time shall be deemed acceptance of the decision.
- b. If an appeal is filed, the decision on the grievance shall NOT be implemented.
- c. Within 10 working days of receipt of the appeal, the VCA/ DLSMHSI President shall, at his/her discretion, hear the appeal in person, OR convene an APPEALS PANEL (whose members have had no direct involvement/participation in the grievance) to review the appeal, investigate, and render a decision to uphold, modify, or rescind the original ruling.
- d. No new information or evidence may be submitted unless relevant to the appeal and was previously unavailable despite due diligence in obtaining such evidence.
- e. The decision of the VCA/Appeals Panel, with the concurrence of the DLSMHSI President, OR the President's decision is final and concludes the grievance process. NOTICE OF THE FINAL DECISION shall be forwarded to concerned parties and to the Human Resource Management within 48 hours.

D.2. DISCIPLINARY POLICIES AND PROCEDURES

D.2.1. General Considerations

Faculty members are expected to become familiar with the performance criteria for their job, as well as with established rules/policies/procedures, and standards of conduct established by DLSMHSI or its relevant Unit. A disciplinary procedure is a means by which these rules/policies/procedures are observed and standards maintained.

DLSMHSI has the inherent right to discipline a faculty/ASP for cause (i.e. misconduct or incompetency) in accordance with institutional policies/ procedures and applicable laws. Thus, any faculty member who fails to fulfill the responsibilities set out by such performance criteria, established rules/policies/procedures, and standards of conduct shall be subject to disciplinary action but entitled to due process, appeal and redress rights.

D.2.2. DISCIPLINARY ACTION

Disciplinary action - a formal action against the faculty or an alleged offense, including but not limited to misconduct, unsatisfactory work performance, or dereliction of duty, AND primarily aimed at maintaining standards of work or behavior.

D.2.3. FILING OF DISCIPLINARY ACTION (Complaint/Charge)

The faculty's immediate superior or next higher-level superior in the absence of the former shall have the authority to initiate any disciplinary action against a faculty whenever an offense is committed. The general principle for the taking of disciplinary action is that the faculty's superior is responsible for maintaining discipline and performance standards.

Any faculty or other non-teaching staff who wishes to lodge a complaint against a faculty must refer the complaint to the faculty's immediate superior or next higher-level superior in the absence of the former who shall determine if the nature of the complaint warrants disciplinary action.

TO FILE A DISCIPLINARY ACTION, the appropriate administrator (complainant) must submit a written, signed complaint to the Vice Chancellor for Academics within 30 working days that the complainant knew or have known about the alleged offense. Failure to meet filing deadlines may be cause for refusal to consider the complaint.

The DISCIPLINARY ACTION should include the following information:

- i. statement of the complaint; reference to any relevant criteria, policies/procedure, and standards
- ii. detailed description of the incident, conduct, or performance that led to the charge; date, time, and place of occurrence
- iii. supporting documents, names of witnesses
- iv. name of the faculty against whom the complaint is being made (respondent)

- v. previous attempts, if any, to resolve the matter prior to the filing of the complaint
- vi. any other relevant information

D.2.4. INFORMAL RESOLUTION

Whenever appropriate, formal disciplinary procedure is best preceded by informal discussions or other available administrative remedies.

If the complaint is appropriate for informal resolution, the Vice Chancellor for Academics (VCA) shall seek to informally address the complaint or develop a settlement between parties. Consent to this process shall NOT be deemed as an admission of the alleged offense.

The informal resolution process (IRP) should be completed within five (5) working days of receipt of the complaint unless additional time is needed with agreement by ALL parties.

The complaint is considered RESOLVED when both parties agree that no further action is necessary. The agreement/settlement shall be recorded in writing and signed by the charging administrator, the accused faculty, and the VCA. Informal resolutions are not eligible for appeal.

Upon complaint resolution, all records of the complaint shall then be expunged from the respondent's record.

However, either party, at any time during the informal process, can close/end the IRP and invoke the formal resolution process (FRP); in which case, a written request for a formal hearing must be submitted within 48 hours of such informal meeting.

Moreover, if FRP is invoked, the VCA may impose interim measures as necessary or appropriate.

- ▶ *N.B. All statements during the course of the IRP are confidential but can be disclosed to appropriate parties if the disciplinary action proceeds to FRP.*

D.2.5. AD HOC DISCIPLINE COMMITTEE

a. Mandate and Purpose

The Ad Hoc Disciplinary Committee shall be an advocate for the disciplinary process and shall remain neutral and objective throughout the process.

The Committee shall conduct a full inquiry on the complaint in accordance with the disciplinary procedures set forth in this document, and present its findings and recommendations to the Vice Chancellor for Academics.

Prior to the commencement of formal investigation, the Committee shall determine, among others, whether:

- i. the complaint has met the time requirements set out in the disciplinary process (i.e.no later than 30 working days after the offense/violation became known to the complainant)
- ii. the complaint relates to a breach of the standards of conduct and/or performance
- iii. the person named in the complaint is a faculty of DLSMHSI
- iv. substantial and credible evidence exists to support the complaint
 - ▶ *N.B. If the Committee finds the complaint deficient, the respondent shall be advised in writing to revise and resubmit. Failure to resubmit a revised complaint within 10 working days after receipt of the Notice of Deficiency ends the disciplinary action.*

b. Committee Membership

On receipt of a formal complaint, the Vice Chancellor for Academics shall initiate the disciplinary process by convening an Ad Hoc Discipline Committee within 48 hours, having the same composition and selection process and principles as that of the Ad Hoc Grievance Committee. (*refer to Section D.1.5, this Chapter*)

D.2.6. DISCIPLINARY PROCESS

Disciplinary actions shall be resolved through formal disciplinary procedures unless resolved informally, when appropriate.

- a. On receipt of the formal (written and signed) disciplinary action OR a written request for a formal hearing (after attempt to informally resolve the complaint failed), the Vice Chancellor for Academics (VCA), shall constitute an Ad Hoc Discipline Committee within 48 hours.
- b. Within 5 working days, the Committee, after reviewing the case, shall make a determination to open or not the complaint for a formal investigation based on the available evidence.
- c. If the Committee determines that there is merit for opening an investigation, the Committee shall send, within 48 hours after such decision is made, send a NOTICE OF DISCIPLINARY ACTION to the accused faculty (respondent) stating among others that a disciplinary action was received and will be investigated, and with a copy of the formal complaint and other relevant materials enclosed. The respondent shall be asked to acknowledge receipt for the NOTICE.

If the Committee concludes that there is NO ground to proceed with the disciplinary action, a recommendation

shall be made to dismiss the complaint without prejudice to its refiling.

- d. Within 10 working days of receipt of the NOTICE, the respondent is required to submit a written response to the allegation set forth in the complaint.

If the respondent fails/refuses to file his/her answer to the formal complaint without justifiable cause, he/she shall be considered to have waived his/her right thereto, and a formal investigation shall commence.

- e. After receipt of the written response from the respondent, the Committee shall carry out the formal complaint investigation, and has 30 working days to complete its findings and submit a formal REPORT to the VCA, unless an extension of NOT more than 15 working days is warranted due to compelling and/or extenuating circumstances.

The respondent may at any stage in the investigation elect to admit the allegation; in which case, the Committee shall terminate its investigation and proceed to the determination of the disciplinary and/or remedial measures.

- f. The VCA shall review the Disciplinary Committee REPORT and render a formal decision on the complaint, within 10 working days, to include a statement of disciplinary and/or remedial measures and the right to appeal against the decision. The VCA may consult the HRM Director and/or DLSMHSI legal counsel prior to the issuance of his/her decision.
- g. Copies of the VCA's decision shall be forwarded, within 48 hours, to all parties and to the faculty's immediate superior.
- h. The VCA's decision shall be final, unless appealed.

D.2.7. PROCESS AND TIMELINES

Every reasonable effort should be made to complete the disciplinary process within the time frames set forth herein.

DISCIPLINARY PROCESS TIME LINE			
Day 0	Offense committed		
By Day 30	Formal Disciplinary Action Filed		
By Day 35	Informal Resolution explored	OR	
By Day 37		Formal Hearing sought	
By Day 39		Ad Hoc Grievance Committee convened	

By Day 44		Preliminary review conducted	
By Day 46		Notice of Disciplinary Action issued	
By Day 56		Written response to complaint submitted	
By Day 86		Ad Hoc Committee Report submitted	
By Day 96		Complaint disposed of by the VCA	
By Day 98		Notice of Disposition sent	OR
By Day 103			Appeal submitted to DLSMHSI President
By Day 113			Final Decision reached
By Day 115			Notice of Final Decision sent

D.2.8. PROCEDURAL RULES

Ad Hoc Discipline Committee is tasked with establishing the facts and circumstances of the alleged offense following pertinent procedural rules for handling GRIEVANCE situations (*refer to Section D.1.8, this Chapter*), unless otherwise specified.

In formal disciplinary actions, the administrator seeking action (complainant) bears the burden of proof by a preponderance of evidence or, where, appropriate. By clear and convincing evidence. This standard of proof, which is higher than preponderance of evidence, requires that the evidence must lead to a firm belief or conviction that the allegation is far/substantially more likely to be true than not.

The disciplinary procedures are WITHOUT prejudice to the right of a respondent to have recourse to the law to protect his/her employment.

a. Procedural Privileges and Protections

The Disciplinary Committee, at the minimum, shall provide procedural privileges and protections to the faculty charged with an offense, and which shall be applied fairly and consistently.

- a.1. Written notice of the alleged offense and any document submitted as evidence, in advance of the formal hearing.
- a.2. Opportunity to respond in writing to the complaint
- a.3. Investigation (hearing) before the Discipline Committee

in which the administrator seeking action (complainant) bears the burden of proof, with recommendation for disciplinary sanction.

- a.4. Written notice of the disciplinary measure (sanction) with explanation for the sanction and/or any corrective measure recommended.
- a.5. Opportunity to appeal against the disciplinary decision, OR to grieve the imposed disciplinary measure.
- a.6. Reasonable and appropriate efforts to protect/restore the reputation of the faculty found NOT guilty of an alleged offense; and appropriate remedies if the faculty/ASP was disciplined inappropriately.

D.2.9. DISCIPLINARY COMMITTEE REPORT

The Disciplinary Committee Report shall include, among others:

- i. finding for the allegation as to whether, by a preponderance of the evidence or clear and convincing evidence, there is probable cause to believe that there was a disciplinary violation
- ii. reference to any relevant standards of performance or conduct the faculty must conform to
- iii. the specific incident, conduct, course of conduct, work performance, or other basis for the sanction
- iv. the sanction to be imposed and its effective date
- v. implications of repeated offences, wherever applicable
- vi. the recommended corrective measure, if any, to address the violation/offense at issue

D.2.10. APPEAL

Disciplinary sanctions resulting in suspension without pay or termination may be appealed by the erring faculty pursuant to the procedures as set forth in Section D.1.10, this Chapter.

If the appeal is successful, the faculty shall be entitled to payment of full back wages, and/or immediate reinstatement to the same position under the same terms and conditions prevailing prior to dismissal. Moreover, other benefits shall be credited back to the date of suspension or dismissal.

D.2.11. OFFENSES AND SANCTIONS

a. General Considerations

The list of offenses set forth herein is by no means exhaustive, and the sanctions shall apply to offenses depending whether consummated, frustrated, or attempted.

Anyone who forces or induces another faculty to commit an offense, or who aids and abets the commission of an offense shall be subject to the same sanction as if he/she committed the offense.

b. OFFENSES

The list is NOT exhaustive since it is not possible to anticipate all infractions that might occur.

In cases involving an offense NOT specifically included herein, the Vice Chancellor for Academics shall determine the appropriate sanction by comparing/aligning the offense with those on the list which contain same or substantially similar elements.

MINOR OFFENSES
1. Being late without justification, having unexcused/unauthorized absence or leave; unauthorized undertime/overtime or leave extension
2. Committing simple discourtesy or dishonesty during work hours or within DLSMHSI premises
3. Displaying uncooperative behavior
4. Loitering or loafing during work hours
5. Smoking anywhere except in designated smoking areas
6. Violating regulations on the use of/wearing of IDs
7. Refusing to submit to, failing to meet College/DLSMHSI security requirements
LESS SERIOUS OFFENSES
1. Conducting personal business during work hours, including selling of goods or other merchandise, tickets, or services
2. Committing disorderly behavior (e.g. quarrelling, playing practical jokes/pranks, engaging in horseplay) that cause disturbance in the workplace
3. Engaging in rumor-mongering
4. Violating rules and regulations relative to health, sanitation, cleanliness and safety, which does not cause substantial damage/injury to DLSMHSI personnel and property
SERIOUS OFFENSES
1. Being grossly inefficient, negligent in the performance of official duties (e.g. unjustified failure to submit reports/grades/exams when so required, attend official College functions, meetings/seminars after confirming attendance etc.)
2. Abandoning teaching assignment during work hours

3. Unjustly possessing/misusing exam papers, test materials, and results
4. Failing/refusing to disclose outside professional activities, conflict of interest and conflict of commitment
5. Using the time, materials, DLSMHSI equipment to do unauthorized work within DLSMHSI
6. Borrowing money directly or indirectly from students, parents, clients
7. Engaging in unauthorized solicitation of contributions from students or colleagues to raise funds; or circulating unauthorized petitions inside DLSMHSI premises
8. Taking/drinking alcoholic or intoxicating beverages during work hours or while inside school premises
9. Gambling, lottery betting, playing any game of chance, watching gambling activities within DLSMHSI premises
10. Bullying (including cyber bullying), harassing, verbally assaulting, intimidating, coercing co-employees and students by reason of race, religion, ethnicity, disability, sexual orientation, etc.
11. Using obscene, profane, vile, or indecent language/gesture
12. Posting/exhibiting obscene pictures/caricatures, or possession of pornographic materials at any time inside school premises
13. Intentionally initiating or causing to be initiated a false report, warning, or threat of fire, explosion, or other emergency on DLSMHSI premises
14. Unauthorized posting, removing, tampering, or mutilating official posted notices, announcement or similar matter
15. Negligently using school property, causing minor injury or damage thereto
16. Possessing stolen DLSMHSI property
GRAVE OFFENSES
1. Breaching employment contract
2. Violating ethics of the profession, including committing plagiarism or other forms of intellectual dishonesty and research misconduct
3. Committing serious act of insubordination and/or defiance by word or deed

4. Making slanderous or libelous statements, engaging in destructive criticism meant/intended to harm, damage, or destroy the reputation, prestige, or other legitimate interests of DLSMHSI or any of its Units in the presence of students, associates, parents, and other stakeholders
5. Engaging in unauthorized use of the name of the DLSMHSI, its property or other resources, records, documents, or instrument of identification for personal gain and purposes
6. Failing to report to proper authority within a reasonable time any workplace accident, loss or damage to DLSMHSI property particularly those under his/her accountability
7. Soliciting/accepting money, contributions, or anything of value as consideration for a job, work assignment, or condition
8. Reporting to work under the influence of alcohol or narcotics
9. Engaging in vandalism, malicious mischief, sabotage and hacking
10. Provoking/instigating fight, assaulting or inflicting slight body injury to any DLSMHSI personnel at any time inside DLSHSI premises except in defense of one's life or DLSMHSI property
11. Rioting, aiding, abetting, encouraging or participating in a mob action inside DLSMHSI premises
12. Creating public scandal that tarnish the reputation of the DLSMHSI or any of its Units
13. Organizing groups whose goals and purposes are inconsistent with the mission and core values of the DLSMHSI
14. Abetting, influencing, coercing or otherwise inducing any DLSMHSI personnel to violate or cover up any violation of DLSMHSI rules, polices and regulations
15. Committing acts of disloyalty against the interests of DLSMHSI
VERY GRAVE OFFENSES
1. Abandoning employment
2. Accepting appointment in any other institution utilizing his/her official time (in case of Full-Time A faculty)
3. Committing/conniving to commit fraud (by forging/ falsifying/tampering of official grades or any other official academic or personal data/record/document/report/receipt)

4. Misrepresenting personal academic or professional qualifications/achievements regardless of intention, misrepresenting facts/information in any official transaction, or making false representation on behalf of DLSMHSI or its personnel for personal interest or gain
5. Committing perjury or giving of false testimony under oath in the course of investigative proceedings or administrative investigations
6. Releasing/disclosing confidential or restricted information/matters, unless the disclosure is expressly authorized or is required by law
7. Committing robbery, theft (of property or services), or unauthorized possession or removal of any property/record from DLSMHSI premises
8. Committing malversation of funds
9. Possessing, using, trafficking, or pushing prohibited drugs or their substitutes in any form or quantity
10. Bringing or possessing firearms, explosives, or other deadly weapons not necessarily used as work tools
11. Being grossly negligent in the use of school property resulting in major damage/injury thereof, or causing loss of lives
12. Hazing, assaulting, or inflicting serious personal injury to DLSMHSI personnel, student, or other individual inside or outside the school premises during office hours
13. Committing sexual harassment, sexual exploitation, lasciviousness, and other forms of sexual misconduct inside or outside the school premises during office hours
14. Being finally convicted for any crime, in accordance with the law and penal procedure

c. SANCTIONS

c.1. General Considerations

c.1.1. As a matter of policy, DLSMHSI adheres to the tenets of progressive discipline, an approach where sanctions incrementally increase each time same or similar offense/violation is committed.

Progressive discipline is meant to be a corrective and constructive tool, rather than a punitive measure. It is applied for offenses that do not justify serious discipline in the first instance.

c.1.2. The disciplinary measures (sanctions) shall apply to all erring faculty members irrespective of status, rank/position, or nature of work

performed. These rules are in effect under these circumstances:

- i. While they are inside the premises of the institution;
- ii. While they are outside the premises of the institution but on official time; and
- iii. While they are outside the premises of the institution and NOT on official time, BUT the incident in which they are involved is connected with their profession

- c.1.3.** A sanction against an erring faculty CANNOT be imposed without prior notification of the charges and a reasonable opportunity to be heard and defend himself/herself against the charges
- c.1.4.** Any disciplinary measure taken against an erring faculty shall be covered by an appropriate memorandum (i.e. NOTICE of DISCIPLINE) which shall be placed in his/her employment file for future reference.
- c.1.5.** Same or similar violation must be given the same or similar sanction. However, the College/ DLSMHSI reserves the right to impose a sanction LOWER than that prescribed in the Discipline Matrix, or to impose a MORE SEVERE sanction regardless of whether the offense is the faculty member's first, second, third, or fourth depending on the presence or absence of mitigating or aggravating circumstances attendant to the commission of the offense.
- c.1.6.** Only one sanction shall be imposed for one offense. However, where a single act may constitute two or more offenses, the sanction for the more serious offense shall be imposed in its maximum.
- c.1.7.** Any decision to escalate disciplinary measure to a higher level of discipline or to bypass one or more steps in the disciplinary matrix, depending on the severity and impact of the offense, needs prior approval from the Vice Chancellor for Academics.
- c.1.8.** The imposed sanction (from written warning to dismissal) shall be WITH prejudice to demotion in rank/step of the erring faculty member.
- c.1.9.** In case of loss or damage to school property due to the fault of the faculty, he/she may be required to pay wholly or partially for the amount or value of the loss or damage caused. The payment may be through out-of-pocket or salary deduction.

c.1.10. The sanction imposed upon an erring faculty on the basis of the Discipline Matrix is without prejudice to the right of DLSMHSI to commence appropriate civil/ criminal suit or administrative case whenever so warranted by attendant circumstances.

c.1.11. Any disciplinary measure imposed can be challenged through the grievance procedure. However, an erring faculty, during their probationary period, are not eligible to grieve a dismissal sanction under this Policy.

c.2. Prescription of Sanction

Upon completion of the disciplinary procedures set out in this document, the sanction shall be implemented or enforced within a 12-month period, EXCEPT for the imposition of dismissal or termination of employment which shall NOT prescribe.

Such prescriptive period shall commence from the time the erring faculty is informed in writing of the findings and/or decision on the offense and the corresponding sanction.

After this prescription period has lapsed with the sanction not being implemented, the sanction can no longer be enforced. Likewise, the reckoning period for a higher degree of sanction for repeated offenses is any 12-month period.

c.3. Preventive Suspension

Preventive suspension is NOT a penalty in itself but merely a measure of precaution.

Pending investigation for disciplinary action, preventive suspension of NOT more than 30 days may be imposed, with prior approval from DLSMHSI President, ONLY when the erring faculty's continued presence poses a serious and imminent threat to the life of his/her colleagues or property of DLSMHSI or its relevant Unit. Thus, the nature or gravity of the charge shall NOT be made the basis for placing the erring faculty under preventive suspension.

The erring faculty employee placed under preventive suspension is NOT entitled to payment of salaries and other benefits, ONLY when the suspension is VALID. If the suspension is illegal/invalid/unfounded, the faculty shall be entitled to payment of salaries and other benefits during the entire period of illegal suspension.

If the period of preventive suspension needs to be extended, the faculty MUST, during the period of extension, receive salaries and other benefits due him/her.

In the event the faculty is dismissed after completion of the hearing, he/she shall NOT be bound to reimburse the salaries and other benefits received during the period of extension.

c.4. Disciplinary Measures (Sanctions)

The discipline matrix provided herein is intended as a means of last resort. Thus, whenever possible, any offense/violation shall be settled before resorting to the strict application of the matrix. However, mediation of disciplinary issues does not preclude the imposition of disciplinary measures.

While deciding on a disciplinary measure (sanction), the following should be taken into account:

- i. Nature and gravity of the offense, and whether the offense is intentional or inadvertent, committed maliciously or for gain, or was a repeat violation
- ii. Potential effect/injury the offense has caused or may cause.
- iii. Presence of aggravating (e.g. injury/harm, prominence of the position/ scope and level of responsibilities, prior disciplinary history) or mitigating circumstances (e.g. willingness to accept responsibility and acknowledge wrongdoing)
- iv. Consistency and proportionality of the sanction

Based on the infraction (offense), the following are the recommended disciplinary measures:

- **WRITTEN WARNING** - an official advise to the faculty on the nature of the offense/violation. The warning. Acknowledged and signed by the erring faculty, should also contain identified corrective action(s), implementation timeline, and the consequences if corrective action(s) is/are not realized and/or if the same or other offenses/violations reoccur.

Prior to issuing the written warning, the erring faculty's immediate superior or next-higher superior in the absence of the former must discuss with the Vice Chancellor for Academics (VCA) and/or Human Resource

Management (HRM) Director the complaint, the appropriate disciplinary and corrective actions.

If the offense/violation addressed by the written warning is repeated and/or additional problems occur within a 12-month period, the disciplinary measure (sanction) may progress to a final written warning, or unpaid suspension.

A single offense/violation, however, may be so severe as to merit an immediate final warning or suspension. As noted above, discussions with the VCA and/or HRM Director should be undertaken prior to taking disciplinary measures at higher levels (e.g. final written warning, unpaid suspension, and dismissal).

- **SUSPENSION**-a written statement of suspension shall include among others the beginning and ending dates, and precise terms of suspension (e.g. loss of some normal faculty privileges, voting rights, fund administration, etc),

Suspensions of not more than 5 days (in which the erring faculty is NOT to report to work/relieved of work assignments) shall

NOT be paid under the “NO WORK, NO PAY” principle.

The suspended faculty should NOT be in the workplace except when prior clearance is secured from the VCA, and should NOT conduct any business on behalf DLSMHSI or its relevant Unit.

- **DISMISSAL**- an erring faculty is dismissed for just cause. A dismissal can occur without progressive discipline for causes as specified in *Section D.2.11 - under Very Grave Offenses, this Chapter.*

Prior to dismissal, the VCA and/or HRM Director shall review all complaint-related information/documentation to ensure that the dismissal with cause is warranted.

The dismissed faculty should meet the requirements of all clearance procedures.

PROGRESSIVE DISCIPLINE MATRIX					
Category of Offenses (Infractions)	DISCIPLINARY MEASURES (SANCTIONS)*				
	1st	2nd	3rd	4th	5th
MINOR	Written warning	1-day suspension	3-days suspension	5-days suspension	Dismissal
LESS SERIOUS	1-day suspension	3-days suspension	5-days suspension	Dismissal	
SERIOUS	3-days suspension	5-days suspension	Dismissal		
GRAVE	5-days suspension	Dismissal			
VERY GRAVE	Dismissal				

* Oral reprimands, oral admonitions, oral counseling are NOT considered disciplinary measures

D.3. REMEDIAL MEASURES

Whenever disciplinary sanctions are imposed, appropriate remedial measures shall be provided in order to identify and pre-empt causes of misconduct or unsatisfactory work performance, and to empower the faculty to address /manage issues affecting his/her behavior, action, or performance.

SANCTIONS	REMEDIAL MEASURES
Written warning	Corrective counseling by Department Chair
1-day suspension	Dialogue with the Dean
3-days suspension	Dialogue with the Vice Chancellor for Academics
5-days suspension	Refer for professional assistance
Termination	Commence dismissal proceedings

E. POLICIES AND GUIDELINES FOR THE PREVENTION AND INVESTIGATION OF SEXUAL HARASSMENT CASES

Pursuant to the Anti-Sexual Harassment Act 1995, faculty members shall comply with the prescribed policies and guidelines on cases related to sexual harassment. (refer to Appendix II-F- Policies and Guidelines for the Prevention and Investigation of Sexual Harassment Cases)

F. FACULTY WITH DISCIPLINARY ACTION FROM THE HOSPITAL

- F.1.** The Vice Chancellor for Hospital Operations shall formally communicate to the Dean of the College of Medicine the names, offenses and corresponding disciplinary sanctions of faculty members with hospital appointments.
- F.2.** Given the nature of the case, the Dean may ask the Dean's Council to evaluate the possible effect/s of the hospital's action on the faculty member's teaching and other responsibilities in the College, and to recommend within 5 working days the College's action towards the faculty member as per Faculty Manual provisions,
- F.3.** The Dean, shall then advise the faculty member in writing of the College's action after review of the Council's recommendations.

COMPENSATION & OTHER PAYMENTS

A. COMPENSATION

- A.1. Full-time A faculty members shall receive full compensation commensurate to their academic rank based on a salary scale, while Full-time B faculty members shall receive 50% thereof.
- A.2. Part-time faculty members shall be compensated based on their academic rank and number of hours of academic service rendered to the Institution but not to exceed ten (10) hours per week.
- A.3. The salary scale to be used for determining compensation shall be the current salary scale or the undergraduate colleges' salary scale whichever is higher.

B. BASIC SCIENCE FACULTY PREMIUM/INCENTIVE PAY

- B.1. Full-time faculty members in the Basic Sciences shall receive a basic science faculty premium/incentive pay equivalent to 50% of their basic salary.
- B.2. The premium/incentive pay shall be an integral part of the basic salary and shall be included in the computation of longevity, retirement and other specific benefits.
- B.3. Such premium/incentive pay shall be waived in the event the basic science faculty decides to do private practice of his/her specialty/subspecialty in DLSUMC or its affiliated hospitals.

C. SALARY DIFFERENTIAL FOR ADMINISTRATORS

Full-time B faculty members who hold an Administrative appointment in DLSMHSI/College of Medicine (i.e. DEAN's level and up) shall receive, ONLY FOR THE DURATION OF THE ADMINISTRATIVE APPOINTMENT, an appropriate honorarium on top of their basic salary, PLUS a basic salary differential between a Full-Time A Basic Science faculty and a Full-time B Basic Science faculty, or a basic salary differential between a Full-time A Clinical Science faculty and a Full-time B Clinical Science faculty as the case maybe.

D. OVERLOAD PAY

(refer also to Appendix II-B)

D.1 During regular semesters, all teaching services rendered by faculty members beyond their TEACHING LOAD (as shown below) shall be given an overload pay which shall be included in the computation of the faculty's 13th month pay.

Teaching Load:

Full-time A - 18 hours/week or 324 hours/semester or 648 hours/year

Full-time B - 9 hours/week or 162 hours/semester or 324 hours/year

Part-time - 6 hours/week or 108 hours/semester or 216 hours/year

N.B. Laboratory supervision also has a 1:1 credit; that is, 1 hour laboratory supervision is equivalent to 1 hour or 1 unit teaching load

D.2. The overload pay for faculty members shall be a maximum of 9 units per term/semester (inclusive of the 3 units teaching load/semester in DLSMHSI Graduate School) outside their regular office/residency hours.

D.3. Teaching activities during mid-year break, if any, shall likewise be subject to overload pay provided that the faculty was not underloaded during the regular semesters

D.4. An overload should be considered an infrequent and temporary recourse.

To keep overloads to a minimum, every effort to provide valid loads to Full-time faculty should be considered before an overload is assigned to any Full-time faculty in the Department.

D.5. Overload pay shall be given to faculty ADMINISTRATORS (i.e. Vice Chancellors; Deans, Registrar; ALL Institutional Directors; Vice Dean, Assistant Directors, Program Directors; and Academic/Department/Year Level Chairs) who render teaching services beyond their required teaching load.

The overload pay for faculty ADMINISTRATORS shall be a maximum of 9 units per term/semester (inclusive of the 3 units teaching load/semester in DLSMHSI Graduate School) outside their regular office/residency hours.

D.6. Faculty members/Administrators receiving teaching load reductions shall NOT be eligible for overloads, EXCEPT in response to an anticipated College/Institutional need, and when performed outside of their regular work days and hours.

E. PAID SUBSTITUTION/REPLACEMENT

E.1. Faculty members substituting/replacing a faculty, who are unable to meet their assigned instructional duties because of illness, emergencies, or other causes, shall be remunerated based on their academic rank, regular rate of pay, and number of hours of substitute teaching service.

E.2. All paid substitutions/ replacements require prior review and endorsement of the Department Chair and approval of the College Dean.

UNIFIED BENEFITS OF ACADEMIC TEACHING FACULTY (ATF) AND ACADEMIC SERVICE FACULTY (ASF)

A. GENERAL PROVISIONS

- A.1. FULL-TIME A ACADEMIC TEACHING FACULTY (ATF)**, as used herein, not only refers to Full-time A faculty members of the College of Medicine (CM), but also to all Full-time faculty members of the Undergraduate Colleges (UG) and of the Special Health Science High School (SHSHS).

FULL-TIME ACADEMIC SERVICE FACULTY (ASF). as used herein, refers to all Full-time Librarians, Guidance Counselors, Biostatisticians, and Lasallian Mission Ministers.

- A.2. YEARS OF SERVICE-** refers to actual length of service/employment from date of hire/initial date of probationary employment.

- A.3. CREDITED YEARS OF SERVICE-** refers to Years of Service less Leaves of Absences Without Pay (LOAWOP) and are counted toward/in computation of longevity, retirement, and other specific benefits.

Full-time B ATF (under the College of Medicine) and all Part-time ATF receive credited years of service on a basis proportionate to that earned by a Full-time A ATF.

The credited years of service of Part-time ATF shall be considered only for ranking and promotion purposes, and NOT for tenure and longevity-based retirement eligibilities.

- ▶ *N.B. A fraction of at least six (6) months shall be considered as one whole year*

- A.4.** Failure to report for work or absence without valid/justifiable reason AND with a clear intention to sever the employer-employee relationship (i.e. deliberate and unjustified refusal to resume his/her employment) shall constitute abandonment, and is a just cause for termination of employment.

Any ATF/ASF who, after a due process, is found to abandon his/her employment forfeits all benefits due him/her during employment.

- A.5. FORCE MAJEURE**

When classes are suspended due to “force majeure” (like typhoons and other emergency situations, or by proclamation of the Philippine President, by order of the Chair of the Commission on Higher Education (CHED) or by the Secretary of Education (DepEd), by declaration of holiday by the Provincial Governor or Municipal Mayor, or as declared

by DLSMHSI Administration) Full-time/Part-Time ATF and ASF shall NOT be required to go to school but shall be entitled to their salaries (basic pay) and overload pay (provided that lecture notes/handouts or learning activities via e-learning platforms were given) corresponding to the day(s) without classes under such conditions.

An ATF who needs to make an alternative (e.g. online) make-up class should submit an ACF (Alternative Class Form) to the Dean for approval.

If classes in the Graduate School are NOT suspended, the Unit Head may require an ASF concerned to report for work which shall be considered as off-set.

B. THOSE MANDATED BY LAW

B.1. PHILHEALTH COVERAGE

All Full-time ATF/ASF who are at least in their first year of probationary period shall automatically be enrolled and covered under the National Health Insurance Program (PHILHEALTH). Members of the family may be enrolled in accordance with Philhealth's Implementing Rules and Regulations. (*refer to Appendix IV-A*)

B.2. SOCIAL SECURITY COVERAGE

All qualified ATF/ASF shall be mandatorily registered and covered under a social security program, administered by the Social Security System (SSS). Benefits granted to members shall be in conformity with existing and applicable SSS laws and regulations. (*refer to Appendix IV-B*)

B.3. 13TH MONTH PAY

All ATF/ASF shall mandatorily receive their 13th month pay (inclusive of overload pay) not later than December 24 of each year. (*refer to Appendix IV-C*).

B.4. MATERNITY LEAVE

Any female ATF/ASF who has paid at least three (3) monthly contributions in the twelve (12)-month period immediately preceding the semester of her childbirth or miscarriage shall, for the first four (4) deliveries or miscarriages, be paid a daily maternity benefit equivalent to one hundred percent (100%) of her average daily salary credit for sixty (60) days for normal delivery/miscarriage or seventy-eight (78) days in case of caesarian delivery, subject to the conditions set forth under RA 8282 (AKA Social Security Act of 1997). (*refer to Appendix IV-B*).

Female ATF/ASF who are at least on their third probationary year shall be entitled to maternity allowance of Php12,000 for caesarean section (CS), Php8,000 for normal delivery, and Php5,000 for miscarriage. This is limited to one (1) availment per year.

- ▶ *N.B. This provision shall no longer apply prospectively, therefore female ATF/ASF hired after SY 2018-2019 are NOT entitled to the aforesaid maternity allowance if they are already enrolled in a DLSMHSI-sponsored Health Maintenance Organization (HMO).*

For CM ATF: The difference between the SSS benefit and the ATF's

salary shall be shouldered by the College of Medicine. The salary shall be paid in advance on the first day immediately following, but no sooner than five (5) days after delivery (N.B. This provision shall no longer apply prospectively, therefore, ATF hired after SY 2009-2010 are NOT entitled to the above differential pay).

B. 5. PATERNITY LEAVE

In accordance with Republic Act 8187 (Paternity Leave Act of 1996), a qualified male married ATF/ASF shall be entitled to paternity leave of seven (7) working days with full pay for the first four (4) deliveries or miscarriage of his legitimate spouse with whom he is cohabitating at the time his spouse gives birth or suffers miscarriage. (*refer to Appendix IV-D*).

B.6. SOLO PARENT LEAVE

In accordance with Republic Act 8972 (Solo Parent Welfare Act of 2000), a qualified ATF/ASF who falls under the definition of solo parent shall be entitled to seven (7) working days with full pay. "Parental Leave" under this law refers to leave benefits granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required. (*refer to Appendix IV-E*)

B.7. LEAVE FOR WOMEN WHO ARE VICTIMS OF VIOLENCE

In accordance with RA 9262 (Anti-Violence Against Women and their Children Act of 2004), a female ATF/ASF who is a victim of violence under this Act shall be entitled to a paid leave of up to ten (10) days, extendible when the necessity arises. (*refer to Appendix IV-F*).

B.8. GYNECOLOGICAL LEAVE

In accordance with Republic Act 9710 (The Magna Carta of Women), a qualified female ATF/ASF who underwent surgery caused by gynecological disorders shall be entitled to two (2) months leave with full pay. (*refer to Appendix IV-G*).

B.9. 70% SHARE IN TUITION FEE INCREMENTAL PROCEEDS

In accordance with Republic Act 6728 (Government Assistance to Students and Teachers in Private Education Act), an ATF/ASF shall be entitled to a share in the 70% tuition fee incremental proceeds, and which shall be given before the end of the 1st semester of the current school year in the form of a permanent benefit agreeable to both the ATF/ASF and the administration. (*refer to Appendix IV-H*)

C. EMPLOYEES COMPENSATION AND INSURANCE

An ATF/ASF who is covered by the Social Security System is likewise covered by the Employees Compensation Insurance. At no cost to the ATF/ASF, DLSMHSI contributes monthly to the System an amount equivalent to a percentage of the ATF's/ ASF's monthly salary credit as may be required by law.

The ATF/ASF and their dependents are entitled to certain medical, disability, and death benefits for work-connected injury, disability, or death. It is, therefore, important that ATF/ASF promptly notify their Department Chair/Unit Head, or Dean/Director, or the Office of the VC for Academics and Compensation and Benefits Head of the Human Resource Management Office of any work-connected sickness or injury suffered by them.

DLSMHSI, however, shall not be liable to ATF/ASF for such benefits under the Employees Compensation Insurance which they may not be able to enjoy or obtain for any reason whatsoever other than the DLSMHSI's failure to comply with its legal obligation under the applicable laws.

D. LEAVES

D.1. SICK LEAVE

- D.1.1.** Probationary Full-time A ATF with at least one (1) semester, or ASF with at least six (6) months of credited service, shall be entitled to annual seven (7) working days of sick leave with full pay.

For CM FT-B ATF: Probationary Full-time B ATF of the College of Medicine, with at least one (1) semester of credited service, shall be entitled to annual three and a half (3.5) working days of sick leave with full pay.

- D.1.2.** Full-time A ATF/ASF who are in their second year of probationary period shall be entitled to annual fifteen (15) working days sick leave with full pay.

For CM FT-B ATF: Full-time B ATF of the College of Medicine who are in their second year of probationary period shall be entitled to annual seven and a half (7.5) working days sick leave with full pay.

- D.1.3.** Sick leave benefit can be availed of ONLY for actual illness or injury. Except for one (1)-day to two (2)-days sick leaves, supporting documents (e.g. medical certificate) must accompany manual leave application forms.

- D.1.4.** Sick leave applications may be filed online in the HRIS or manually submitted upon return to work. However, proper notification shall be made to the ATF's/ASF's immediate superior.

- D.1.5.** The granting of sick leave requests by the approving authority(ies) shall be subject to existing Institutional/College policies and procedures.

- D.1.6.** Ten (10) days of unused sick leave/school year of Full-time A Permanent and Probationary ATF/ASF shall be converted into cash, which shall be given every June 15 of the following school year.

For CM FT-B ATF: Five (5) days of unused sick leave/school year of Full-time B Permanent and Probationary ATF of the College of Medicine shall be converted into cash, which shall be given every June 15 of the following school year.

- D.1.7.** For Full-time A ATF/ASF, accrued, unused sick leaves shall be cumulative up to a maximum of thirty (30) days, and shall be commutative (i.e. convertible to cash) upon separation from service due to prolonged illness or permanent total disability, involuntary work separation, retirement, or death of the ATF/ASF.

For CM FT-B ATF; For Full time B ATF of the College of Medicine, accrued, unused sick leaves shall be cumulative up

to a maximum of fifteen (15) days, and shall be commutative (i.e. convertible to cash) upon separation from service due to prolonged illness or permanent total disability, involuntary work separation, retirement, or death of the ATF.

Sick leave credits in excess of the maximum accrual shall be forfeited.

- D.1.8.** Any sick leave days expended or forfeited shall be deducted from the earliest leave year balance.

D.2. PROLONGED ILLNESS LEAVE

- D.2.1.** Full-time ATF/ASF who are at least in their second year of probationary period, and who contracts a prolonged illness shall be entitled to prolonged illness leave for a maximum of one (1) year.

- D.2.2.** Prolonged illness is herein defined as illness of more than fifteen (15) consecutive days which incapacitates the ATF/ASF for work as certified by the DLSMHSI physician or by the attending physician.

The illness, however, should NOT be due to a social or venereal disease, ATF's/ASF's own criminal or anti-social acts, drug addiction, attempted suicide, drunkenness, self-inflicted injuries, mental illness, and the like.

- D.2.3.** Such absence from work shall first be charged against the ATF's/ASF's unused sick leave credits until exhausted. Thereafter, SSS sickness benefit availment shall be applied. (N.B. SSS members can be granted sick leave for a maximum of one hundred twenty (120) days in one calendar year).

For CM ATF: For the first two (2) months of entitlement, the Institution shall cover the difference between SSS benefit and the ATF's monthly salary. (N.B. This provision shall no longer apply prospectively, therefore, ATF hired after SY 2009-2010 are NOT entitled to the two months differential pay). On the succeeding months, the ATF shall be entitled to SSS sickness benefit only.

- D.2.4.** Beyond the periods of compensable prolonged illness leave, the ATF/ASF shall be placed on Leave Of Absence Without Pay (LOAWOP) until declared fully recovered to go back to work. A fitness-for-work certification issued or endorsed by the DLSMHSI's physician shall be provided.

- D.2.5.** Prolonged illness leave is NOT cumulative, and may be enjoyed only ONCE during a school year.

- D.2.6.** The period covered by a prolonged illness leave is credited as part of years of service rendered to the Institution

- D.2.7.** If it is determined, at any time but not later than twelve (12) months, that an ATF/ASF is suffering from a disease NOT curable within a period of six (6) months, and continued employment is prejudicial to the health of the ATF/ASF or his/her colleagues,

the College/relevant Unit shall initiate separation proceedings with due process.

- D.2.8.** The ATF/ASF shall be entitled to separation pay (equivalent to his/her last monthly salary multiplied by the total credited years of service, with a fraction of six months being considered as one (1) whole year), or to retirement pay (if qualified), whichever is favorable to ATF/ASF; and to other monetary benefits (e.g. proportionate 13th month pay, midyear bonus, longevity pay, etc), including the cash equivalent of accrued, unused sick leaves NOT exceeding thirty (30) days (refer to Section D.1.7, this Chapter) and vacation leaves NOT exceeding sixty (60) days (refer to Section D.3.7, this Chapter)

D.3. VACATION LEAVE

- D.3.1.** Probationary Full-time A ATF with at least one (1) semester, or ASF with at least six (6) months of credited service, shall be entitled to annual seven (7) working days of vacation leave with full pay.

For CM FT-B ATF: Probationary Full-time B ATF of the College of Medicine, with at least one (1) semester of credited service, shall be entitled to annual three and a half (3.5) working days of vacation leave with full pay.

- D.3.2.** Full-time A ATF/ASF who are at least in their second year of probationary period shall be entitled to annual fifteen (15) working days vacation leave with full pay.

For CM FT-B ATF: Full-time B ATF of the College of Medicine who are at least in their second year of probationary period shall be entitled to annual seven and a half (7.5) working days vacation leave with full pay

- D.3.3.** Vacation leave applications may be filed online in the HRIS or manually submitted at least two (2) days prior to the intended leave.

- D.3.4.** The granting of vacation leave requests by the approving authority(ies) shall be subject to existing Institutional/College policies and procedures.

A vacation leave can be availed of ONLY during non- teaching days. Moreover, the ATF's/ASF's immediate superior may ask for postponement of the planned vacation leave due to workload.

- D.3.5.** In case of work necessity, the College/Unit may recall to work the ATF/ ASF who is on vacation leave. The leave may be rescheduled. However, if rescheduling is NOT possible, he/she shall be paid cash equivalent of the leave.

► *(N.B. Starting SY 2019-2020, an approved vacation leave that was recalled shall only be cancelled and re-scheduled for use at some other mutually agreeable time to avoid forfeiture of accrued leaves in excess of the maximum.*

- D.3.6.** The ATF/ASF who overextends the approved leave period without prior permission and approval by the Department Chair/Unit Head, or who refuse to be recalled from an approved leave, shall be considered on ABSENCE WITHOUT PAY and may be proceeded against accordingly.
- D.3.7.** For Full-time A ATF/ASF, accrued, unused vacation leaves shall be cumulative up to a maximum of sixty (60) days, and shall be commutative (i.e. convertible to cash) upon separation from service due to prolonged illness or permanent total disability, involuntary work separation, retirement, or death of the ATF/ASF.
- For CM FT-B ATF; For Full time B ATF of the College of Medicine, accrued, unused vacation leaves shall be cumulative up to a maximum of thirty (30) days, and shall be commutative (i.e. convertible to cash) upon separation from service due to prolonged illness or permanent total disability, involuntary work separation, retirement, or death of the ATF.
- Vacation leave credits in excess of the maximum accrual shall be forfeited.
- D.3.8.** Any vacation leave days expended or forfeited shall be deducted from the earliest leave year balance.

D.4. EMERGENCY/ SPECIAL LEAVE

- D.4.1.** Full- time ATF/ASF shall be entitled to annual emergency/ special leave with full pay.
- D.4.2.** Emergency/special leave shall be applied for ONLY in cases of:
- i. fire, floods, tsunamis, earthquakes, volcanic eruptions, and disasters of similar nature
 - ii. accident/ illness of an immediate member of the family (i.e. spouse, child, sibling, parent, parent-in-law, for those who are married; parent, sibling, grandparent, for those who are unmarried)
 - iii. Personal milestones such wedding/ honeymoon, wedding/ death anniversaries, and other similar milestones
 - iv. Personal transactions to cover dealings with government/ private offices such as, court appearance, paying taxes, arranging loan, and the like
 - v. Parental obligations such attendance in school programs/ meetings, enrollment, graduation, communion, medical appointments, and other similar occasions when a child of the ATF/ASF is involved
 - vi. Filial obligation such as moral obligation towards parents/ siblings for their medical and social needs
 - vii. Domestic emergencies/crises, domestic responsibilities including child care
 - viii. Any other cases deemed emergency/special conditions by the Dean/Director
- D.4.3.** Depending on the nature of the leave, emergency/special leave

applications shall be filed (online or manually) at least two days prior to availment thereof, OR within the day after return to work. However, proper notification shall be made to the ATF's/ASF's immediate superior within twenty-four (24) hours.

- D.4.4. The ATF/ASF availing of emergency/special leave shall NOT be required to present proof of circumstances that qualify him/her for such leave.
- D.4.5. The granting of emergency/special leave requests by the approving authority shall be subject to existing Institutional/College policies and procedures.
- D.4.6. The paid emergency /special leave shall be charged against the ATF's/ ASF's regular vacation leave.

For CM ATF: Emergency/special leaves of CM ATF (i.e. five (5) working days and two and a half (2.5) working days for Full-Time A and Full-time B ATF, respectively) are NOT chargeable against their regular vacation leave. (N.B. This provision shall no longer apply prospectively, therefore, emergency /special leaves of CM ATF hired after SY 2009-2010 are CHARGEABLE against their regular vacation leaves)

D.5. BEREAVEMENT LEAVE

- D.5.1. Full time A ATF/ASF shall be entitled to nine (9) calendar days (inclusive of weekends, regular holidays, and special working/non-working holidays) bereavement leave with full pay.

For CM FT-B ATF: Full time B ATF of the College of Medicine shall be entitled to four and a half (4.5) calendar days (inclusive of weekends, regular holidays, and special working/non-working holidays) bereavement leave with full pay.

- D.5.2. Bereavement leave shall be applied for upon the death an immediate member of the family (i.e. spouse, child, parent/legal guardian, sibling, parent-in-law, for those who are married; parent/legal guardian, sibling, grandparent, for those who are unmarried).

► *N.B. Bereavement leave can be filed upon the death of the legal guardian of an ATF/ASF who grew up in the care of the guardian due to the absence of a biological parent. However, a legal guardian must be officially declared with supporting documents.*

- D.5.3. Bereavement leave applications may be filed online in the HRIS or manually submitted upon return to work; however, proper notification shall be made to the ATF's/ASF's immediate superior.
- D.5.4. The granting of bereavement leave requests by the approving authority(ies) shall be subject to existing Institutional/College policies and procedures. Bereavement leave applications must be supported by legal document(s), such as a copy of the registered death certificate.

D.5.5. Bereavement leave is NOT chargeable against the regular vacation leave.

D.6. SERVICE LEAVE

D.6.1. Full-time A ATF/ASF with at least ten (10) years of continuous credited service, shall be entitled to two (2) months (equivalent to forty-four (44) working days) service leave with full pay.

For CM FT-B ATF: Full-time B ATF of the College of Medicine with at least 10 years of continuous credited service, shall be entitled to one (1) month (equivalent to twenty-two (22) working days) service leave with full pay.

D.6.2 The service leave may be availed of after every three (3) years of continuous credited service

D.6.3. An ATF/ASF may elect to take the service leave in one continuous period (preferably during mid-year break), or to spread it out over a period of three (3) school years. However, any unused service leave beyond JULY 31 of the 3rd year shall be forfeited.

D.6.4 In determining the time when service leave should be taken, ATF/ASF should exercise their professional judgment. Service leave can be availed of any time provided there is NO disruption in the teaching assignment or there are other ATF/ASF who can perform their duties and responsibilities.

D.6.5. Service leave applications may be filed online in the HRIS or manually submitted at least two (2) days prior to the intended leave.

D.6.6. The granting of service leave requests by the approving authority(ies) shall be subject to existing Institutional/College policies and procedures. Moreover, the ATF's/ASF's immediate superior may ask for postponement of the planned service leave due to workload.

D.6.7. The period covered by a service leave is credited as part of years of service rendered to the Institution

D.7. BIRTHDAY LEAVE

D.7.1. All full-time ATF/ASF shall be entitled to a one (1) day birthday leave with full pay.

D.7.2. In case the ATF's/ASF's birthday falls on a leap year (February 29) or on a holiday or non-working day, such leave shall be availed of on the nearest working day following his/her birthday, OR on the earliest convenient date within the school year.

D.7.3. In case the ATF/ASF cannot be on leave on the date of the birthday due to exigency of work or force majeure, he/she shall be given a day off which may be scheduled at some other time within the school year. The birthday leave shall be forfeited if not availed of within the school year.

- D.7.4.** The granting of birthday leave requests by the approving authority(ies) shall be subject to existing Institutional/College policies and procedures.
- D.7.5.** The birthday leave shall NOT be chargeable against vacation leave, and is non-convertible to cash.

D.8. SABBATICAL LEAVE

- D.8.1.** A permanent ATF/ASF shall be eligible to apply for a sabbatical leave for a maximum of one (1) year with pay, if:

For CM ATF: he/she has a rank of at least Assistant Professor and with at least seven (7) years of continuous credited service

For UG ATF: he/she has a rank of at least Associate Professor and with ten (10) years of continuous credited years of service, OR is a doctorate degree holder with seven (7) years of continuous credited service

For SHSHS ATF: he/she has at least a rank of Master Teacher and with ten (10) years of continuous credited service, OR a doctorate degree holder with seven (7) years of continuous credited service

For ASF: he/she is a is a Level II 5 ASF with ten (10) years of continuous credited years of service, OR a doctorate degree holder with seven (7) years of continuous credited service

- D.8.2.** A minimum of seven (7) years of continuous credited service must elapse after a sabbatical leave has been taken before an ATF/ASF may apply for another sabbatical leave.
- D.8.3.** Sabbatical leave is granted to ATF/ASF as a recognition of notable service and as a means to promote research and scholarship, and encourage professional development. It is not availed of for purposes of rest and recreation, nor of taking remunerative employment in other institution or organization without specific justification
- D.8.4.** The ATF/ASF must be the Principal Author/Investigator of the research proposal; and should there be co-authors/co-investigators, they shall be entitled to research incentives for the said research either through deloading or overloading, and granting of points for promotion. (refer to Appendix IV-I)
- D.8.5.** A written application, clearly indicating a well considered plan for the sabbatical leave and its professional advantages, shall be filed at least one (1) semester prior to the intended leave. Such plan include:
- i. original research (with DLSMHSI Independent Ethics Committee (IEC)-approved protocol)
 - ii. book writing (with written proposal describing the content, market, book outline/structure etc.)
- .D.8.6.** After receiving endorsement from the Department Chair/Unit Head and the Dean/Director, the leave application shall be

submitted to the Vice-Chancellor for Academics for approval, based on their determination of the best interests of the Institution/College.

- ▶ *N.B. Sabbatical leaves are granted on a case-to-case basis, depending on the ability of the College/relevant Unit to permit the leaves without detriment to the College/relevant Unit's programs; otherwise requests for such leaves may be deferred or denied on grounds of administrative prerogative.*

- D.8.7. A Memorandum Of Agreement shall be signed prior to the effective date of leave.
- D.8.8. A sabbatical leave cannot be extended beyond the period for which it was originally granted.
- D.8.9. A written notice of Intent to Return to Work must be filed at least two (2) months prior to the end of the leave period. Failure to give such notice shall be construed as NO intention to return to work.
- D.8.10. An ATF/ASF granted sabbatical leave is required to return the full amount of compensation received if he/she, upon completion of sabbatical leave, fails to comply with any one of the following leave obligations:
 - i. submission of copy of research paper or book, AND oral presentation of research paper or publication of the book;
 - ii. return to DLSMHSI for the required one (1) year of service
- D.8.11. The DLSMHSI reserves the right to withhold any and all benefits accruing to the ATF/ASF in case of breach of obligations.
- D.8.12. The period covered by a sabbatical leave is credited as part of years of service rendered to the Institution.

D.9. SECONDMENT LEAVE

Permanent full-time ATF/ASF may avail of secondment leave subject to Institutional Policy on Secondment of Employees (*refer to Appendix IV-J*).

D.10. LEAVES OF ABSENCE (LOA)

D.10.1. LEAVES OF ABSENCES WITH PAY

Leaves of Absences with Pay (LOAWP) - shall include, but not limited to all paid leave benefits described in this Manual, and all other official business, for a specified period of time, in connection with institutional/ College functions, professional development/ renewal, and other reasonable causes that are in the best interest of the College/Institution.

- a. Approval of LOAWP application shall be subject to existing Institutional/College policies and procedures.
- b. The period covered by LOAWP is credited as part of years of service rendered to the Institution.

D.10.2. LEAVES OF ABSENCES WITHOUT PAY

Leaves Of Absences Without Pay (LOAWOP)- are unpaid leaves granted to eligible ATF/ASF for personal reasons, professional development, and other activities that are mutually beneficial to both the ATF/ASF and the College/Institution.

- a. Permanent, Full-time ATF/ASF may go on LOAWOP up to a period of:
 - a.1. one (1) year, so long as there has been at least five (5) years of continuous service from date of hire.
 - a.2. two (2) years, so long as there has been at least ten (10) years of continuous service from date of hire.
- b. LOAWOP may be availed of after every five (5) years of continuous credited service.
- c. Accrued vacation and/or sick leave credits must first be exhausted before LOAWOP is applied for.
- d. LOAWOP applications, and extension requests shall require prior endorsement by the Department Chair/Unit Head and approval by the Dean/Director, based on their determination of the best interests of the Institution.
- e. Leaves of Absences Without Pay (LOAWP) are granted on a case-to-case basis, depending on the ability of the College/ relevant Unit to permit the leaves without detriment to the College/relevant Unit's programs; otherwise requests for such leaves may be deferred or denied on grounds of administrative prerogatives.
- f. The Dean/Director may require an ATF/ASF to postpone his/her LOAWP due to workload in the College/Unit.
- g. In case several ATF/ASF simultaneously apply for LOAWOP, "first come -first serve" policy shall apply.
- h. Without the necessary approval, the leave shall be considered as "Absence Without Official Leave (AWOL)" and may be proceeded against accordingly.
- i. The ATF/ASF must return to work after the termination of the approved leave. A written notice of Intent to Return to Work must be filed at least two (2) months prior to the end of the leave period. Failure to give such notice shall be construed as NO intention to return to work.
- j. Absence of no more than seven (7) days may be allowed but shall be charged against the salary of the ATF/ASF. Failure to return to work after seven (7) consecutive working days, without notice, shall be considered breach of contract.
- k. The period covered by a LOAWOP is NOT credited as part of years of service rendered to the institution.
- l. An ATF/ASF who is on LOAWOP shall NOT be entitled to all regular benefits, except Educational Benefits for the dependents.

D.10.3. LOAWOP FOR SPECIAL REASONS

- a. A permanent ATF/ASF who has rendered at least three (3) years of credited service may be allowed to take a Leave Of Absence Without Pay (LOAWP) for a maximum of five (5) months upon recommendation of the Dean/Director and approval of the Vice Chancellor for Academics.
- b. This kind of leave may be availed of every after three (3) years of credited service.
- c. A contract for this purpose shall be required.
- d. The period covered by such leave is NOT credited as part of years of service rendered to the Institution.

D.11. STUDY LEAVE

- D.11.1. Full-time ATF/ASF shall be eligible to apply for study leave, so long as there has been at least three (3) years of continuous credited service, OR from their last study leave.
- D.11.2. The study leave, granted to ATF/ASF for purposes of professional development in their field of interest/ specialization, may be with OR without pay.

Only College/relevant Unit-sponsored/endorsed study leaves shall be with pay and shall be credited as part of years of service rendered to the Institution.
- D.11.3. Depending on the requirements of the educational program and ability of the Department/relevant Unit to internally adjust for the absence of an ATF/ASF, the following types of leaves may be granted:
 - a. **FULL-TIME STUDY LEAVE-** this implies that the ATF/ASF shall be unloaded completely of all teaching and other institutional duties and responsibilities, up to completion of study program.
 - b. **PART-TIME STUDY LEAVE-** this implies that the ATF/ASF shall be unloaded partially of teaching and other institutional duties and responsibilities, up to completion of study program.
- D.11.4. After receiving endorsement from the Department Chair/Unit Head and the Dean/Director, the leave application shall be submitted to the Vice Chancellor for Academics for approval, based on their determination of the best interests of the Institution.
- D.11.5. Study Leaves are granted on a case-to-case basis, depending on the ability of the College/relevant Unit to permit the leaves without detriment to the College/relevant Unit's programs; otherwise requests for such leaves may be deferred or denied on grounds of administrative prerogatives.
- D.11.6. A Memorandum of Agreement shall be signed prior to the effective date of leave.

- D.11.7.** A study leave CANNOT be extended beyond the period for which it was originally granted. An ATFASF who wishes to extend his/her leave may apply for Leave of Absence Without Pay (LOAWOP), and if granted shall be subject to conditions governing such leave.
- D.11.8.** Unless other arrangements are agreed to by the Institution, the following year of service rule shall apply (N.B. a fraction of at least six (6) months shall be considered as one whole year).
- a. 1:1 rule, which implies service of one (1) year for every year of full-time study leave
 - b. 1:2 rule, which implies service of one (1) year for every two (2) years of part-time study leave
- D.11.9.** While on Full-time study leave, an ATF/ASF shall NOT be eligible for promotion until after completion of the program and/or resumption of all teaching/relevant activities.
- An ATF/ASF while on Part-time study leave shall be eligible for promotion. However, the equivalent points for the program shall be considered only upon completion of the program.
- D.11.10.** An ATF/ASF granted a study leave is required to return the full amount of compensation received if he/she, upon completion of study leave, fails to comply with any one of the following leave obligations:
- a. completion of the study program/course within the agreed time-frame of study
 - b. return to the institution for the required year(s) of service.
- D.11.11.** The DLSMHSI reserves the right to withhold any and all benefits accruing to the ATF/ASF in case of breach of obligations.

D.12. DISSERTATION LEAVE

- D.12.1.** A permanent ATF/ASF with five (5) years of credited service is entitled to a dissertation leave for one (1) semester or two (2) terms with pay, provided that a certification from the Dean of the Graduate School is presented attesting to the approval of the dissertation proposal.
- For ASF: A dissertation leave can also be availed of by an ASF ONLY after passing the colloquium.
- D.12.2.** Completion of the dissertation at the end of the academic year of the graduate program enrolled in shall be required. Non-compliance with this requirement shall mean payback of the cash equivalent of the leave, the payment of which shall be made over a period of one (1) year.
- D.12.3.** A Memorandum of Agreement shall be signed prior to the effective date of leave. A return service contract for this purpose shall be required.

E. CHRISTMAS BREAK

- E.1. Full-time ATF/ASF shall go on leave with full pay during Christmas break. The date of Christmas break shall be determined by the Vice Chancellor for Academics.
- E.2. Christmas breaks are NOT chargeable against the regular vacation leave, but are credited as part of years of service rendered to the Institution.

F. LONGEVITY PAY

- F.1. Full-time ATF/ASF shall be entitled to an annual longevity pay according to the schedule:

Credited Years of Service	Longevity Pay
10 - 14 years	1.00 month salary
15 - 19 years	1.25 months salary
20 - 24 years	1.50 months salary
25 - 29 years	1.75 months salary
30 yrs and above	2.00 months salary

- F.2. The tenure of service shall be reckoned from the total credited years of service, and the longevity pay shall be based on the ATF's/ASF's last monthly salary.
- F.3. If an ATF/ASF who goes on Leave of Absence Without Pay (LOAWOP) during the year, his/her longevity pay shall be pro-rated.
- F.4. Longevity pay shall be received annually on the anniversary date of employment.

G. 25% MIDYEAR BONUS

- G.1. Full-time ATF/ASF who are at least in their first year of probationary period shall be entitled to annual midyear bonus amounting to twenty-five percent (25%) of their last monthly salary.
- G.2. The midyear bonus is over and above the 13th month pay provided by law.
- G.3. The midyear bonus shall be given on the date coinciding with the release of the 13th month pay.
- G.4. An amount of five thousand pesos (Php 5,000) cash from the twenty-five percent (25%) midyear bonus shall be considered as cash gift (non-taxable).
 - ▶ *N.B. The ATF/ASF shall be made aware of specific benefits (e.g. midyear bonus) that are covered by the "de minimis" provision*

H. RICE SUBSIDY

- H.1. Permanent Full-time A ATF/ASF shall be entitled to a monthly rice subsidy amounting to one thousand eight hundred pesos (Php1,800.00).
For CM FT-B ATF: Permanent Full-time B ATF of the College of Medicine shall be entitled to a monthly rice subsidy amounting to nine hundred pesos (Php900.00).
- H.2. The rice subsidy shall be given on the 15th day of every month.

I. HAZARD PAY

- I.1. Eligible Full-time and Part-time ATF/ASF shall be entitled to hazard pay based on the latest Institutional rate, amounting to two hundred fifty pesos (Php250.00) per month and which shall be given every pay day.
- I.2. Upon recommendation by the Department Chair/Unit Head and approval by the Dean/Director, hazard pay shall be granted to ATF/ASF performing duties such as:
- i. regular supervision of students in hospital, health center, and community assignments
 - ii. laboratory or research laboratory supervision of students
 - iii. areas/locations which deal with hazardous biological, chemical, radiologic, and other similar toxic risks
- I.3. The entitlement shall be reviewed from time to time and shall be terminated when working conditions no longer justify continuation of hazard pay.
- *N.B. The institution shall regularly update ATF/ASF regarding BIR “de minimis” and other provisions applied by law*

J. CLOTHING ALLOWANCE

Permanent Full-time A ATF/ASF shall be entitled to an annual clothing allowance amounting to one thousand pesos (Php1,000.00), which shall be given every 15th day of June.

For CM FT-B ATF: Permanent Full-time B ATF of the College of Medicine shall be entitled to annual clothing allowance amounting to five hundred pesos (Php500.00), which shall be given every 15th day of June.

K. SERVICE (LOYALTY) AWARDS

All ATF/ASF who have rendered 5, 10, 15, 20, 25, and 30 years and every five (5) years thereafter of credited service shall be given plaque during the Lasallian Week celebration. The years service for the said award shall start from the date the ATF/ASF was employed Full-time.

L. STUDY GRANTS

L.1. LOCAL STUDY GRANT

L.1.1. External Grant

An ATF/ASF who is in active service and who is enrolled outside the Institution as Full-time scholar (FAPE, DOST, and the like) shall receive his/her monthly basic salary.

For an external study grant, the ATF/ASF shall render one (1) year of service for every school year of study under a Master's and Doctoral degree program.

L.1.2. Internal/ Institutionally Subsidized Grant

An ATF/ASF who is granted scholarship by the Institution as Part-time scholar shall receive his/her monthly basic salary.

For an institutionally subsidized study grant, the ATF/ASF shall render one (1) year of service for every school year of study under a Master's and Doctoral degree programs, and Bachelor of Laws.

L.1.3. If an ATF/ASF who received a study grant resigns (or is terminated) and fails to complete the return of service, DLSMHSI shall be paid back for the full expense during his/her study.

However, if the ATF/ASF member who received a study grant resigns but has completed the return of service, the Institution shall NOT be paid back for the full expense during his/her study.

L.2. FOREIGN STUDY GRANT

If an ATF/ASF was given a foreign grant (maximum of one year) approved by the Vice Chancellor for Academics, he/she shall receive his/her salary for the equivalent duration of study.

For a foreign study grant, an equivalent to two (2) years of service for every school year of study grant shall be rendered.

L.3 .An ATF/ASF who intends to avail of the study grants shall secure a study permit endorsed by the Department Chair/Unit Head and concurred in by the Dean/ Director.

M. EDUCATIONAL BENEFITS

M.1. FOR ATF/ASF

M.1.1. Full-time A ATF/ASF who are at least in their second year probationary of period and are enrolled in a Graduate School for their Master's or Doctoral degree or in short-term courses in DLSP Schools, or in other Institutions generally recognized for the professional/specialty course/program shall be entitled to one hundred percent (100%) discount on tuition costs, miscellaneous, and other fees.

For CM FT-B, PT ATF: Full-time B ATF of the College of Medicine who are at least in their second year of probationary period and are enrolled in a Graduate School for their Master's or Doctoral degree or in short-term courses in DLSP Schools,

or in other reputable Institutions generally recognized for the professional/specialty course/ program shall be entitled to fifty percent (50%) discount on tuition costs, miscellaneous and other fees.

At the discretion of the Dean with the approval of the Vice Chancellor for Academics and DLSMHSI President, Part-time ATF of the College of Medicine who are enrolled in the Graduate School for their Master's or Doctoral degree (in teaching, academic discipline, or area of professional practice) in DLSP schools, or in other reputable Institutions generally recognized for the professional/specialty course/program, may be granted fifty percent (50%) discount on tuition costs, miscellaneous and other fees, provided that:

- i. He/She has at least three (3) years of continuous credited service (as defined in Section A.3, this Chapter).
- ii. There are NO Permanent Full-time ATF in the Department wishing to pursue Master's/Doctoral studies

For ASF: ALL ASF should enroll an MA/MS with a thesis program.

M.1.2. Should the ATF/ASF wish to enroll, for their Master's/Doctoral degree or short-term courses in schools NOT outlined above, the Institution shall shoulder ALL school fees (i.e. tuition, miscellaneous and other fees) equal to that of the most expensive program/course in DLSP Schools (except Medicine course). The difference in the total fees shall be shouldered by the ATF/ASF.

M.1.3. An ATF/ASF can avail of educational benefit of one (1) Master's degree and one (1) Doctorate degree while in service in the Institution.

M.1.4. Penalty subjects enrolled are NOT covered by the educational benefit.

M.1.5. An ATF/ASF who is enrolled in a graduate program but is set to retire within the semester, is entitled to educational subsidy equivalent to the remaining months in service. (i.e. 1 semester=5 months; Tuition and Other Fees/5 x the remaining months of service).

M.1.6. REFUND/REPAYMENT POLICY

a. The ATF/ASF who:

- i. dropped an enrolled subject(s)
- ii. withdrew from or failed to complete study program/ course or the thesis/dissertation within agreed study time-frame/prescribed maximum residency
- iii. failed without good cause to attend trainings/ workshops/ conferences

Shall be required to return/repay the FULL amount of subsidy received within thirty (30) days from the date the subject was dropped, date of course withdrawal/

termination, or from the training/workshop/conference date.

- b. Repayment of the full amount of subsidy may be made upon termination of employment. However, interest shall be paid on the full amount outstanding, which shall begin to accrue and be charged from the date the subsidy was received.
- c. The refund/repayment policy shall NOT apply to an ATF/ASF who is involuntarily separated from employment. (refer to Section Q.1, this Chapter)

M.1.7. RETURN OF SERVICE POLICY

- a. For ATF/ASF who availed of funding support from the Institution, the return of service shall be equal to the number of years for which funding was received, with a minimum of one (1) year return of service.
 - ▶ *N.B. The return of service policy shall NOT apply to an ATF/ASF who paid for his/her own study course and continued with his/her fulltime/ part-time teaching load.*
- b. The return of service policy shall NOT apply to an ATF/ASF who is involuntarily separated from employment. (refer to Section Q.1, this Chapter)

M.1.8. THESIS/DISSERTATION LOAN

- a. Full-time ATF/ASF enrolled in Master's Thesis/Doctoral Dissertation shall be entitled to a thesis/dissertation loan payable in one (1) year without interest.
- b. The payment of the said loan shall commence one (1) year after the loan was availed. Payment can be made through cash or on salary deduction upon the borrower's written authorization.
- c. Repayment of the full amount of loan may be made upon termination of employment. However, interest shall be paid on the full amount outstanding, which shall begin to accrue and be charged from the date the loan was received.
- d. The refund/repayment policy shall not apply to an ATF/ASF who is involuntarily separated from employment. (*refer to Section Q.1, this Chapter*)
- e. A Memorandum Of Agreement shall be signed prior to the effective date of the thesis/dissertation loan.
- f. The DLSMHSI reserves the right to withhold any and all benefits accruing to the ATF/ASF in case of breach of obligations.

M.2. FOR CHILDREN OF ATF/ASF**M.2.1. GRANDFATHER CLAUSE SCHOLARSHIP (For CM ATF)**

All legal dependents of Full-time ATF of the College of Medicine who were appointed before June 1988 shall be entitled to 100% tuition discount on all courses offered in DLSUD, and to 50% tuition discount in DLSMHSI College of Medicine; provided further that the legal dependent is below 21 years of age.

M.2.2. ENHANCED BR. PRESIDENT SCHOLARSHIP PROGRAM (EBPSP)

Effective June 2008, natural and legally adopted children of permanent Full-time ATF/ASF may avail of the scholarship in accordance with EBPSP guidelines. (*refer to Appendix IV-K*).

M.2.3. AMENDMENT IN THE POLICIES AND GUIDELINES FOR THE ENHANCED BROTHER PRESIDENT SCHOLARSHIP PROGRAM EFFECTIVE SY 2017- 2018 (*refer to Appendix IV-L*)**Who Are Entitled:**

- i. Children of Full-time Academic Teaching Faculty in the Senior High School, Undergraduate Colleges, and Medicine, and Academic Service Faculty;
- ii. Children of permanent Staff and Managers; and
- iii. Legally adopted children of single employees and childless couples

Scope of Scholarship:

All permanent ATF, ASF, managers, and staff are entitled to 100%, 75%, and 50% Tuition fee discounts, respectively for their three (3) children who shall be enrolling in DLSHSI and DLS-Dasmariñas.

Provision Amended:

In case the scholar-dependents due to the following circumstances: Health and medical-related, immigration-related,, and important family-related concerns such as death of the parents and siblings and financial difficulties, would not be able the enrollment supported by a Leave of Absence Form during the following semester/term/school year, the scholarship grant shall still be in existence and shall automatically be recommended when the scholar-dependents return to school and re-enroll. Then scholar-dependents are still entitled to enjoy such benefit and the basis still for the duration of the grant shall be on the number of years specified in the curriculum of the originally chosen course and the terms/semesters availed. The semester/term/year when the scholar-dependents are on leave shall not be deducted from the total number of approved years/semesters/terms of scholarship availment.

M.2.4. ST. LA SALLE MEDICAL EDUCATION BENEFIT

Effective SY 2012-2013, children of Full- time permanent ATF/ ASF both in the Undergraduate Colleges and College of

Medicine, children of permanent staff, and legally adopted children of single employees and childless couple are entitled to medical scholarship. (*refer to Appendix IV-M*).

M.2.5. TUITION FEE DEFERMENT PAYMENT FOR CHILDREN OF ATF/ASF

Children of Full-time ATF/ASF who are enrolled at DLSP Schools can avail of tuition fee deferment payment, without interest, semi-monthly salary deduction and payable within the particular trimester/semester of the school year.

M.2.6. ADDENDA ON THE SCHOLARSHIP BENEFITS FOR DLSMHSI EMPLOYEES (*refer to Appendix IV-N*)

- a. Employees who are now in their 50s and have already rendered 20 years of productive service in the Institution and whose children are still in their pre-elementary and elementary levels who could have applied for the Brother President Scholarship Program (BPSP) but have been covered by the Enhanced Brother President Scholarship Program (EBPSP) approved on May 15, 2008 be allowed to avail of the scholarship benefit re: 50% discount on tuition fees for the pre-elementary and elementary education of the dependent/s in any De La Salle Schools that offers such. Notably, this addendum is effective SY 2011-2012, but NOT retroactive.
- b. Employees whose children have already started with their college education either in DLSU-D or here in DLSMHSI but shall be due for retirement even before their children shall have been finished with their studies be allowed to continue the scholarship benefits until the commencement of the courses enrolled in.
- c. Employees whose first child was able to avail the BPSP but whose second child is now covered by the EBPSP be allowed to avail still of the 100% tuition fee discount for their second children applying the new policies and guidelines of the EBPSP. This is effective SY 2011-2012, but not retroactive.

N. HOSPITALIZATION, MEDICAL & DENTAL BENEFITS

N.1. HEALTH INSURANCE

Full-time ATF/ASF who are at least in their second year of probationary period shall automatically be enrolled in a comprehensive Health Maintenance Organization (HMO) on a non-contributory basis.

Enrolment of their dependents in the HMO, however, is optional, and premiums for dependent coverage shall be borne by the ATF/ASF.

N.2. HOSPITALIZATION BENEFITS OF LEGAL DEPENDENTS

N.2.1. Legal dependents of Full-time ATF/ASF who are at least in their second year probationary period shall be entitled to hospitalization benefits which include:

- a. Twenty percent (20%) discount on laboratory and x-ray examinations for in-patients

- b. Discount on room rates based on ATF's/ASP's length of service:
 - Twenty percent (20%), for faculty with 1-3 years of service
 - Fifty percent (50%), for faculty with 3 years + 1 day - 7 years of service
 - Seventy percent (70%), for faculty with >7 years of service
- c. cost price on cash purchase of medicines available at the Hospital Pharmacy

For CM ATF: Legal dependents of Full-time ATF College of Medicine hired up to SY 2009-2010 shall continue to enjoy the aforementioned hospitalization benefits even after the demise, or permanent disability (refer to Section O.2, this Chapter), or retirement of the ATF (refer to Section S.1b, this Chapter).

- N.2.2.** Legal dependents, as used herein, shall include legal spouse, legitimate or legally adopted, and illegitimate child who is unmarried, not gainfully employed, and has not reached twenty-one (21) yrs. of age; OR if over twenty-one (21) years of age, he/she is congenitally or while still a minor has been permanently incapacitated and incapable of self-support, physically or mentally; and parent who is receiving regular support from the employee

O. PERMANENT TOTAL DISABILITY BENEFIT

- O.1.** In order to protect a Full-time ATF/ASF against loss of income due to permanent total disability/incapacity which requires the College/ relevant Unit to terminate his/her employment, he/she shall be entitled to SEPARATION PAY equivalent to his/her last half-month salary multiplied by the total credited years of service (with a fraction of six (6) months being considered as one (1) whole year), and to other monetary benefits (e.g. proportionate 13th month pay, midyear bonus, longevity pay, etc.), including the cash equivalent of accrued, unused sick leaves not exceeding thirty (30) days (refer to Section D.1.7, this Chapter), and vacation leaves not exceeding sixty (60) days (refer to Section D.3.7, this Chapter).

For CM ATF:

The aforesaid separation pay shall be over and above the CEAP, SSS and other benefits. (N.B. This provision shall NO longer apply prospectively, therefore, ATF of the College of Medicine hired after SY 2009-2010 shall be entitled to such separation pay, OR that provided by CEAP, whichever is higher).

- O.2.** For CM ATF: Only legal dependents of ATF of the College of Medicine hired up to SY 2009-2010 shall continue to enjoy the same hospitalization benefits (refer to Section N.2.1, this Chapter) even after the demise or permanent disability of the ATF. Therefore, for legal dependents of CM ATF hired from SY 2010-2011 onwards, the entitlement

to the aforementioned benefits shall end upon the demise or permanent disability of the ATF.

P. GROUP INSURANCE (CEAP RETIREMENT PLAN)

All qualified ATF/ASF shall automatically be members of the Catholic Educational Association of the Philippines (CEAP) Retirement Plan, and shall be entitled to retirement and all other benefits under the Plan (refer to Appendix IV-O).

If the retirement, death, and disability benefit provisions of this Manual are better than those provided under the CEAP Plan, then such will apply as they are more favorable to the ATF/ASF.

Q. SEPARATION BENEFITS

Q.1. INVOLUNTARY WORK SEPARATION

Q.1.1. Full-time ATF/ASF shall be entitled to a tax-free separation pay (equivalent to their last monthly salary multiplied by the total credited years of service, with a fraction of six (6) months being considered as one (1) whole year; and to other monetary benefits (e.g. proportionate 13th month pay, midyear bonus, longevity pay, cash equivalent of unused sick leaves, etc.), including the cash equivalent of accrued, unused sick leaves not exceeding thirty (30) days (refer to Section D.1.7), and vacation leaves not exceeding sixty (60) days (refer to Section D.3.7), IF their separation from the College/relevant Unit is due to any of the following:

- a. installation of labor saving devices
- b. redundancy, retrenchment
- c. closing or cessation of operation of the Institution/ College/Unit/ NOT due to serious losses or financial reverses
- d. when the ATF/ASF is suffering from a disease NOT curable within 6 months, and continued employment is prejudicial to the health of the ATF/ASF or his/her colleagues (refer to Section D.2.7, this Chapter)
- e. impossible reinstatement of the ATF/ASF to his/her former position or to a substantially equivalent position for reasons NOT attributable to the fault of the Institution, as when the reinstatement ordered by a competent authority cannot be implemented due to closure or cessation of operations of the Institution/College/Unit, or the position to which he/she is to be reinstated no longer exists and there is no substantially equivalent position in the Institution/College/ Unit to which he/she can be reinstated

Q.1.2. A written notice shall be served on the ATF/ASF and the DOLE through its regional office at least one (1) month before the intended date thereof.

R. RETIREMENT BENEFITS**R.1. RETIREMENT****R.1.1. VOLUNTARY/ OPTIONAL/ EARLY RETIREMENT**

An ATF/ASF with at least ten (10) years of credited service may choose to retire before his/her compulsory retirement age, and shall be entitled to retirement benefit in accordance with the pay scale provision as shown below.

R.1.2. COMPULSORY/ MANDATORY RETIREMENT

- a. **For CM ATF:** An ATF shall be retired upon reaching the age of 65 years and shall be entitled to retirement benefit in accordance with the pay scale provision as shown below.

A CM ATF who reaches the compulsory retirement age may opt to have the effective date of retirement on the first day of the month following his/her 65th birthday, OR on the first day of the new school year.

- b. **For UG, SHS ATF, and ASF:** The compulsory retirement age is 60 years.

An UG/SHS ATF and ASF who reaches the compulsory retirement age may opt to have the effective date of retirement on the first day of the month following his/her 60th birthday, OR on the first day of the new semester/term.

R.2. RETIREMENT PAY

Years of Credited Service *	Retirement Pay per Year of Credited Service
10 years + 1 day - 15 yrs	15 days/year of credited service
15 years + 1 day - 20 yrs	20 days/year of credited service
20 years + 1 day - 25 yrs	25 days/year of credited service
25 years + 1 day AND UP	30 days/year of credited service

** A fraction of six months shall be considered as one whole year*

- R.2.1.** The tenure of service shall be reckoned from the credited years of service, and the retirement pay/year of credited service shall, based on the above table, be computed as follows:

- a. **For an ATF/ASF with straight Full-Time A employment status**

RETIREMENT PAY = last FT-A daily pay rate X number of days X years of credited service

Example: the minimum retirement pay of a FT-A ATF/ASF with ten (10) years of service (which is equivalent to 10 years of credited service) at a daily pay rate of Php3,000/day

= Php3,000 X 15 days X 10 years credited service
= Php450,000.00

b. For an ATF with straight Full-Time B employment status

RETIREMENT PAY = last equivalent FT-A daily pay rate of a FT-B X number of days X years of credited service

Example: the minimum retirement pay of a FT-B ATF with twenty (20) years of service (which is equivalent to 10 years of credited service) at a daily pay rate of Php1,500/day

= Php3,000 (the equivalent FT-A daily pay rate) X 15 days X 10 years of credited service
= Php450,000.00

c. For an ATF with different appointment status during his/her entire service

RETIREMENT PAY = SUM of separately computed retirement pay as Full-time A and as Full-time B based on last salary rate or last equivalent FT-A daily pay rate

Example: the minimum retirement pay of a Full-time A ATF with five (5) years of service (which is equivalent to 5 years of credited service) at daily pay rate of P3,000/day, and with ten (10) years of service as Full-Time B (which is equivalent to 5 years of credited years) at daily pay rate of Php1,500/day

= (Php3,000 X 15 days X 5 years of credited service) + (Php3,000 X 15 days X 5 years of credited service)
= (P225,000) + (P225,000)
= P450,000.00

R.2.2. The computation of retirement pay shall be based on highest rank obtained.

R.2.3. An ATF/ASF who is at least fifty (50) years of age at the time of retirement and has rendered at least ten (10) years of service shall be entitled to non-taxable retirement benefit.

R.2.4. If the retirement benefit under the CEAP Retirement Plan or RA 7641 shall be lower than those stipulated herein, the Institution shall pay the difference. In any case, the retirement benefit shall be based on whichever pay rate is favorable to the retiring faculty.

R.2.5. Upon voluntary or compulsory retirement, an ATF/ASF shall likewise be entitled to other monetary benefits such as proportionate 13th month pay, midyear bonus, longevity pay, cash equivalent of accrued, unused sick leaves, etc.)

► *N.B. STARTING SY 2019-2020, all accrued, unused sick leaves not exceeding thirty (30) days (refer to Section D.1.7, this Chapter) shall be converted to cash ONLY upon compulsory retirement.*

A maximum of sixty (60) days accrued, unused vacation leave shall likewise be converted to cash (refer to Section D.3.7, this Chapter) upon compulsory retirement.

- R.2.6.** If unfortunately, an ATF/ASF died within six (6) months prior to retirement date; OR if an ATF/ASF has served the Institution for more than twenty (20) years but died prior to retirement date, all corresponding retirement benefits shall be given to beneficiary(ies) in addition to the death benefits.

S. BENEFITS AND PRIVILEGES OF RETIRED ATF

S.1. HOSPITALIZATION AND MEDICAL BENEFITS (For CM ATF)

Retired Full-time ATF of the College of Medicine hired before SY 2010-2011 shall, as stipulated in the 2002-2005 Faculty Manual, be entitled to the following benefits:

- a.** Enrollment in a medical insurance plan for hospital and medical benefits. The medical insurance plan will be chosen by the Administration.
- b.** Spouse, children {legitimate and/or legally adopted up to twenty-one (21) years old} and parents of retired Full-Time ATF shall enjoy the following discounts:

b.1. Room rates

- Twenty percent (20%) for faculty at least 3 years of service
- Fifty percent (50%) for faculty with 3 years + 1 day up to 7 years of service
- Seventy percent (70%) for faculty with >7 years of service

- b.2.** Twenty percent (20%) discount on laboratory and x-ray examinations for in patients.

- ▶ *N.B. The discounts to room rates, laboratory and diagnostic procedures for legal dependents of retired ATF hired from SY 2010-2011 onwards shall end upon the demise of the retired ATF.*

S.2. PRIVILEGES OF RETIRED ATF/ASF

Retired ATF/ASF shall:

- i. be issued a Retiree Identification Card by the HRM
- ii. be entitled to prevailing discounts on laboratory/diagnostic procedure and room rates accorded to Senior Citizens
- iii. be considered lifetime members of the Faculty Association
- iv. have access to College/Unit events, and institutional facilities subject to existing rules and regulations governing their use
- v. continue to receive DLSMHSI publications

S.3. CLINICAL PRACTICE OF RETIRED ATF (For CM ATF)

An ATF of the College of Medicine who retires at the age of sixty (60), or after having rendered at least twenty (20) years of credited service,

or who retires at the compulsory age of sixty-five (65) years, may opt to be downgraded to Part-time status and shall, without age limit, be allowed clinical practice at DLSUMC but subject to prevailing hospital guidelines on clinical practice.

T. DEATH BENEFIT

T.1. Upon the death of a Full-time ATF/ASF in active service, his/her surviving spouse/family shall receive:

T.1.1. Death benefit provided by CEAP, SSS, and other benefits, including monetary benefits (e.g. proportionate 13th month pay, midyear bonus, longevity pay, etc), and the cash equivalent of accrued, unused sick leaves not exceeding thirty (30) days (refer to Section D.1.7, this Chapter), and vacation leaves not exceeding sixty (60) days (refer to Section D.3., this Chapter).

For CM ATF: Upon the death of a Full-time ATF of the College of Medicine in active service, his/her surviving spouse/family shall receive a CASH BENEFIT equivalent to the ATF's last monthly salary multiplied by the total credited years of service. This death benefit shall be over and above the CEAP, SSS and other death benefits. (N.B. This provision shall apply only to ATF who were hired up to SY 2009-2010.

Therefore, surviving spouse/family of ATF who were hired from SY 2010-2011 onwards shall receive the above cash benefit OR the CEAP death benefit, whichever is higher)

T.1.2. Contribution from ALL Full-time ATF (under CM, UG, SHSHS) and ASF amounting to five hundred pesos (Php500.00) per ATF/ASF matched by an EQUAL AMOUNT of DLSMHSI Assistance.

► *N.B. ONLY CM ATF hired BEFORE SY 2010-2011 shall receive the aforementioned contribution matched by DLSMHSI Assistance equivalent to ONE AND A HALF (1.5) TIMES the total ATF/ASF Contribution.*

Upon the death of a Part-time ATF, contributions shall be voluntary.

T.2. Upon the death of spouse, child (including legally adopted), or parent of a Full-time ATF/ASF (single or married), the ATF/ASF or family shall receive contribution from all Full-time ATF (under CM, UG, SHSHS) and ASF amounting to three hundred pesos (Php300.00) per ATF/ASF matched by an EQUAL AMOUNT of DLSMHSI Assistance.

► *N.B. ONLY CM ATF hired BEFORE SY 2010-2011 shall receive the aforementioned contribution matched by DLSMHSI Assistance equivalent to ONE AND A HALF (1.5) TIMES the total ATF/ASF Contribution.*

T.3 For Retired CM ATF : Upon the death of a CM Full-time ATF hired BEFORE SY 2010-2011, and who retired at the age of sixty (60), or after having rendered at least twenty (20) years of credited service, or at the compulsory age of sixty-five (65) years, his/her surviving spouse/family shall receive the contribution from all Full-time ATF of the College of Medicine amounting to five hundred pesos (Php500) per ATF matched by an EQUAL AMOUNT of DLSMHSI Assistance

- ▶ *N.B. The Finance and Controllership Department shall furnish a Memo of all contributions given to the recipients as well as to all the concerned Colleges. Likewise, the ATF/ASF should be given a copy of any contributions due to him/her.*

Contributions of ATF/ASF to other Units or to non-ATF/ASF shall be voluntary.

U. CLINICAL PRACTICE AT DLSUMC AND AFFILIATED HOSPITALS (For CM ATF)

- U.1.** Full-time Clinical Science ATF are allowed practice, during office hours at the DLSUMC and other affiliated hospitals, provided they comply with the provisions stated in the Manual of Hospital Practice and the College of Medicine Implementing Guidelines on Clinical Practice. However, their academic and/or administrative duties in the College of Medicine shall take precedence over their private practice.

Clinical practice in other hospitals/clinics is NOT allowed for Full-time A clinical ATF during office hours.

- U.2.** Full-time Basic Science ATF, in exceptional cases, may be allowed clinical practice during office hours at the DLSUMC and other affiliated hospitals, provided that their request to practice have been endorsed by the Dean after consultation with the Department Chair and approved by the Vice-Chancellor for Academics. Their academic and/or administrative duties in the College of Medicine, however, shall take precedence over their private practice.

The premium/incentive pay of Basic Science ATF shall be waived in the event the ATF is allowed clinical practice during office hours at the DLSUMC and other affiliated hospitals (as stipulated above)

Clinical practice in other hospitals/clinics is NOT allowed for Full-time A Basic Science ATF during office hours.

V. GEOGRAPHIC PRACTICE AND CONFLICT OF INTEREST

The Institution, to protect its interests and assure the viability and patronage of the services it offers to the public, reserves the right to limit the private practice by and the holding of interest in any medical/health service facility of its ATF/ASF within a reasonable geographic area.

W. ACCESS TO DLSHSI WELLNESS FACILITIES

All ATF/ASF shall be entitled to FREE access (free of charge) to DLSMHSI swimming pool and other sports facilities before or after office hours (6-8 AM or between 6-9 PM). Retired ATF/ASF shall also be entitled to this benefit.

Family members of ATF/ASF, on the other hand, may use the wellness facilities before or after office hours provided the user's fee is paid.

X. NON-DIMINUTION OF BENEFITS

Notwithstanding the provisions of this revised Faculty/ASF Manual, benefits and privileges enjoyed by ATF/ASF on the basis of previous editions of the Faculty/ASF Manual and/or prior or current policies and practices shall NOT be withdrawn NOR diminished for reasons of not being included herein.

ART. 100. PROHIBITION AGAINST ELIMINATION OR DIMINUTION OF BENEFITS.

Article 100 of the Labor Code (*otherwise known as Non-Diminution Rule*) provides - Nothing in this Book shall be construed to eliminate or in any way diminish supplements, or other employee benefits being enjoyed at the time of promulgation of this Code.

CHAPTER

V

REPEALING CLAUSE

Any and all memoranda, issuances, resolutions, orders, directives, rules and regulations and parts thereof which are inconsistent with any provision of this Faculty Manual are deemed repealed, amended or modified accordingly.

CHAPTER

VI

SEPARABILITY CLAUSE

If any provision of this Faculty Manual is declared invalid or unconstitutional, the other provisions not affected thereby shall continue to be valid and operational.

CHAPTER

VII

EFFECTIVITY

Unless otherwise specified in this Faculty Manual, the provisions contained herein shall take effect from SY 2019-2020 to SY 2021-2022, or shall thereafter remain in full force and effect until replaced, amended, revoked, or repealed.

APPENDICES

APPENDIX I-A**ATTENDANCE AND TIME KEEPING POLICIES
FOR FACULTY MEMBERS OF THE COLLEGE OF MEDICINE****ON RESIDENCY HOURS**

1. Full-time A faculty members devote minimum of thirty (30) hours of residency a week in academic, research and administrative pursuits during the school year. Resident work hours shall include a teaching load of 18 hours per week.

Full-time A faculty members without teaching loads during summer break shall render twenty (20) hours residency per week. Residency hours are not required of them during semestral break but must report to work when their presence is needed/required.

2. Full-time B faculty members devote minimum of fifteen (15) hours of residency a week in academic, research and administrative pursuits during the school year. Resident work hours shall include a teaching load of nine (9) hours per week.

Full-time B faculty members without teaching loads during summer break shall render ten (10) hours residency per week. Residency hours are not required of them during semestral break but must report to work when their presence is needed/required.

Part-time faculty members devote minimum of ten (10) hours residency a week in academic, research and administrative pursuits during the school year. Resident work hours shall include a teaching load of six (6) hours per week.

3. The residency hours must be observed at all times. Faculty members are required to submit IFS (individual Faculty Schedule) at least 2 days before the start of the semester/term at the Dean's Office.
4. All faculty members must use the RFID/biometrics device to record their residency hours in the College of Medicine.

ON CLASS HOURS

1. Classes are expected to start on time.
2. Classes shall be dismissed when the faculty member fails to come within the prescribed waiting time.
 - a. After 15 minutes, in a 60 minute class
 - b. After 25 minutes, in a 90 minute class
 - c. After 25 minutes, in a 120 minute class
 - d. After 45 minutes, in a 280 minute class
 - e. After 1 hour, in a 240 minute class and beyond
 - The faculty member shall be marked absent if they fail to come within the prescribed waiting time.
 - Any early dismissal is reported and recorded by the Vice Dean

College of Medicine.

3. Faculty substitution may be allowed for any of the following:
 - a. Emergency leave
 - b. Sick Leave
 - c. Maternity/Paternity Leave
 - d. Bereavement Leave
 - e. Long term Sickness attendance
 - f. Attendance in duly, approved activities and official function, such as trainings, programs, seminars, workshops, and college or institutional representations
 - g. Replacement of services of another faculty member who was separated from the institute
4. Faculty member who shall make alternative classes like seminars, film showing, symposium as stated in the clinical teaching plan and shall submit an ACF (Alternative Class Form) to the Vice Dean of the College of Medicine.

ON SUBSTITUTION AND MAKE-UP

1. The faculty member should inform the subject or year level coordinator if he/she shall be absent about three (3) hours before his/her class. Faculty department chair of his/her absence. Make-up class and handouts or e-learning module shall be conducted within the week of missed class.
2. In the absence of the faculty in laboratory subjects, preceptorial, PD and clinical or community preceptorship, the group or class shall be handled by a faculty substitute. For part-time faculty, he/she shall be remunerated 100% based on his/her rate equivalent and the number of hours of service.
3. The clinical/community assignments need no make-ups. Faculty substitutes are assigned to supervise the students.

ON FACULTY ATTENDANCE

1. All communications on faculty attendance at the College of Medicine should be addressed to the Dean thru the department chairs.
2. Attendance of faculty members in lectures and preceptorials shall be checked by the Liaison Officer of each class/department secretary. This is reported to the Dean's office.
3. All communications related to schedule of classes, holding activities and cancellation of classes due to official business should be forwarded to the year level coordinators/subject coordinators at least 2 days before the scheduled activity.

PREPARED:

(Sgd.) Madeleine Grace M. Sosa, MD, FPPS, FPNA, FCNSP, MSCE
Dean, College of Medicine

CONCURRED:

(Sgd.) Naomi M. De Aro, RN, MAN, EdD
Registrar

APPROVED:

(Sgd) Juanito O. Cabanias, PhD
Vice Chancellor for Academics

APPENDIX I-B

VCA MEMO: NOTICES, UPDATES AND SCHEDULES

12 April 2017

To : The Academic Community
 Through : Channels
 From : (Sgd.) Juanito O. Cabanias, PhD
 Vice Chancellor

Subject: Notices, Updates and Schedules

Greetings in St. La Salle!

Please be informed of the following:

Dates	Activities
July 14, 2017	Deadline for the submission of documents for promotion
July 24-28, 2017	CODE GREEN: Intro to La Salle and Lasallian Guiding Principles Sessions for Incoming First Year Doctor of Medicine Students
July 26, 2017	CODE GREEN: Intro to La Salle and Lasallian Guiding Principles Sessions for All Master of Arts in Nursing Students
July 31-August 04, 2017	CODE GREEN: Intro to La Salle and Lasallian Guiding Principles Sessions for All Incoming First Year Undergraduate Students
June 01-August 04, 2017	Observation of residency hours of full time faculty members (permanent and probationary teaching BS Biochemistry students) without teaching load this Mid-Year Term and All Academic Support Personnel
June 01-August 11, 2017	Observation of residency hours of full time faculty members (permanent and probationary teaching Medicine and all other undergraduate students) without teaching load this Mid-Year Term
August 07, 2017	Start of regular reporting of Faculty Members and effectivity of appointment of newly-hired full time probationary faculty members for SY 2017-2018 (CHS BS Biochemistry)
August 14, 2017	Start of regular reporting of Faculty Members (College of Medicine and All Other Undergraduate Colleges) and effectivity of appointment of newly-hired full time probationary faculty members for SY 2017-2018 (College of Medicine and All Other Undergraduate Colleges)

May 15-31, 2017	4th Year Medicine Pre-Clerkship Orientation
May 16, 2017 (First Semester) November 15, 2017 (Second Semester)	BS Medical Laboratory Science Interns Orientation
June 15, 2017 (First Semester) October 07, 2017 (Second Semester)	BS Radiologic Technology Interns Orientation
June 19, 2017 (First Semester) November 29, 2017 (Second Semester)	CRS Interns Orientation
May 18, 2017 (First Semester) November 18, 2017 (Second Semester)	Start of Clinical Internship (BS Medical Laboratory Science)
June 01, 2017 December 01, 2017 (Irregular Students)	Start of Clinical Internship (Doctor of Medicine)
June 19, 2017 (First Semester) December 11, 2017 (Second Semester for Regular Students) January 22, 2017 (Second Semester for Irregular Students)	Start of Clinical Internship (BS Radiologic Technology)
July 03, 2017 (First Semester)	
December 01, 2017 (Second Semester)	Start of Internship (BS Physical Therapy and BS Occupational Therapy)
July 25, 2017	Freshmen Orientation (BS Biochemistry)
August 14-19, 2017	Freshmen Orientation (Doctor of Medicine and All Undergraduate Courses)
August 14, 2017 (First Term) December 11, 2017 (Second Term) April 23, 2017 (Third Term)	Opening of Classes (BS Biochemistry)
August 22, 2017 (First Semester) January 22, 2018 (Second Semester) June 18, 2017 (Mid-Year Term)	Opening of Classes (Doctor of Medicine and All Other Undergraduate Courses)
September 25-30, 2017 (First Semester) February 26-March 03, 2018 (Second Semester)	Preliminary Examinations (All Undergraduate Courses except for BS Biochemistry)
October 02-07, 2017 (First Term) February 05-10, 2018 (Second Term) June 11-16, 2018 (Third Term)	Mid-term Examinations (BS Biochemistry)

November 06-11, 2017 (First Semester) April 19-22, 2017 (Second Semester) July 04-07, 2018 (Mid-Year Term)	Mid-term Examinations (All Other Undergraduate Courses)
October 23-27, 2017 (First Semester) March 26-30, 2018 (Second Semester)	Final Examinations (Third Year Doctor of Medicine Students)
November 27-December 02, 2017 (First Term) April 05-11, 2018 (Second Term) Non-graduating July 30-August 04, 2018 (Graduating) August 06-11, 2018 (Third Term)	Final Examinations (BS Biochemistry)
December 16-22, 2017 (First Semester) May 24-30, 2018 (Second Semester) May 14-19, 2018 (Graduating)	Final Examinations (All Other Undergraduate Courses)
December 03-10, 2017 (First Term) April 12-22, 2018 (Second Term)	Term Break (BS Biochemistry)
November 04-19, 2017 (First Semester) April 01-May 13, 2018 (Second Semester)	Term Break (Third Year Doctor of Medicine Students)
December 23-January 02, 2017	Christmas Break
January 03-21, 2018 (First Semester) May 31-June 17, 2018 (Second Semester)	Term Break (All Other Undergraduate Courses)
July 05, 2018	Commencement Ceremonies (Undergraduate Courses except BS Biochemistry)
July 06, 2018	Commencement Ceremonies (Doctor of Medicine)
August 31, 2018	Commencement Ceremonies (BS Biochemistry)

Moreover, the faculty members and Academic Support Personnel are reminded of the following:

1. All faculty members/Academic Support Personnel enrolled in their graduate studies shall be exempt from reporting during the mid-year term break.
2. Appointment of new faculty members (full time fixed and part-time) shall take effect during the opening of classes/start of Internship Program (if faculty member has been given such assignment)

3. All other appointments of faculty members teaching in the College of Medicine and College of Rehabilitation Sciences and those handling Internship Programs, which are not covered by these policies (those whose effectivity of appointments does not follow the normal opening of semester/term/school year) shall be observed accordingly.
4. All Academic Administrators (Directors/Deans) are not covered by these policies.
5. Appointment of new set of administrators take effect June 1, 2017.

Thank you very much.

Cc: OP, All VCs, HRMD, FCD, File

APPENDIX I-C

CRITERIA FOR DETERMINING ENTERING ACADEMIC RANK

I. ACADEMIC PREPARATION	
	Baseline Points
MD	22.00
MS	22.00
PhD	34.00
Add- Ons:	Points Upon Completion
MS (with thesis)	+6.00
MS (without thesis)	+4.00
MA (with thesis)	+5.00
MA (without thesis)	+3.00
PhD (following MD - MS/MA)	+6.00
PhD/DSc (following MD (straight), or MS)	+12.00
LIB	+6.00
Masteral /LIB Units Earned – (Percent Credit: <i>With thesis = 100%; Without thesis= 50%</i>) For every 10 units	+0.50
Doctoral Units earned – For every 15 units	+1.00
Residency	+3.00
Certifying Exam (Clin, Specialty)	+2.00
Diplomate/Fellow (Clin, Specialty/ Subspecialty)	+2.00
Diplomate/Fellow (Basic Science)	+5.00
Certificate Course 1-6 months	+0.25
7-12 months	+0.50
> 12 months	+1.00
Diploma Course 1-6 months	+0.50
7-12 months	+0.75
> 12 months	+1.50
Fellowship (Clinical /Non-Degree) 1-6 months	+0.50
7-12 months	+0.75
> 12 months	+1.50
II. TEACHING EXPERIENCE	
<i>N.B. A certification from the Dean or Dept. head of the school(s) is required stating the years of creditable service as Full-time or Part-time faculty</i>	
	Points/year
Full-time teaching	0.60
Part-time teaching	0.30
III. SCHOLARLY PRODUCTIVITY/SCHOLARSHIP	
<i>N.B. Excluding works done during training (Residency, Fellowship); during Certificate/Diploma, Masteral (MS), and Doctoral (PhD) coursework</i>	

1. COMPLETED RESEARCHES	Points/Work
1.1. Descriptive Studies	
1.1.1. Case Report Principal author Co-author	0.25 0.12
1.1.2. Case Series Principal author Co-author	0.50 0.25
1.1.3. Incidence/Prevalence Studies Principal author Co-author	0.75 0.38
1.2. Analytic Studies	
1.2.1. Observational (cohort, cross-sectional, CC) Principal author Co-author	1.00 0.50
1.2.2. Experimental 1.2.2.1. RCTs Principal author Co-author 1.2.2.2. Controlled Laboratory Studies Principal author Co-author	1.25 0.62 1.50 0.75
1.3 Integrative Studies (Meta Analysis) Principal author Co-author	1.00 0.50
N.B. For Each Research Paper Published In Scientific (Peer-Reviewed) Journal College/Institutional Local/National Regional (Asean)/International	+0.25 +0.50 +1.00
N.B. For Each Journal Publication Given Award College/Institutional Local/National Regional (Asean)/International	+0.25 +0.50 +1.00
2. SCIENTIFIC JOURNAL ARTICLES	
2.1. News Articles/ Letters/ Communications	0.12
2.2. Meeting Abstracts/ Papers/ Proceedings	0.25
2.3. Review Articles	0.50
3. PUBLICATIONS	
3.1. Textbook Principal Author Co-author/ Editor Contributor	5.00 2.50 1.25
3.2. Handbook Principal Author Co-author/ Editor Contributor	3.00 1.50 0.75
3.3. Laboratory/PD Manual /Workbooks Principal Author Co-author/ Editor Contributor	2.00 1.00 0.50
3.4. Monograph	0.50

4. OTHER SCHOLARSHIPS	
4.1. Teaching & Learning Scholarship 4.1.1. Curriculum Development 4.1.2. New teaching & Learning Tools 4.1.3. Program Evaluation & Evaluation Protocols 4.1.4. Professional & Leadership Programs 4.1.5. Any teaching scholarship that does not fit the above categories, as approved by the Dean Principal Author Co-author/ Editor Contributor	1.00 0.50 0.25
4.2. Basic Science Scholarship 4.2.1. Science Literacy and Research Skills Enhancement 4.2.2. Science and technology Innovations 4.2.3. Knowledge and Technology Transfer Programs 4.2.4. Any basic science scholarship that does not fit the above categories, as approved by the Dean Principal Author Co-author/ Editor Contributor	1.00 0.50 0.25
4.3. Clinical Science Scholarship 4.3.1. Clinical Practice Guidelines 4.3.2. Clinical Educational Materials for Patients/Public 4.3.3. Safety & Quality Assurance Programs 4.3.4. Health Care Delivery Programs 4.3.5. Any clinical science scholarship that does not fit the above categories, as approved by the Dean Principal Author Co-author/ Editor Contributor	1.00 0.50 0.25
4.4. Educational Management Scholarship 4.4.1. School Governance and Control 4.4.2. Human Resources Management 4.4.3. Finance and Resource Management 4.4.4. Supervisory Leadership, Development & Succession 4.4.5. Management of Educational Technologies & Applications 4.4.6. Organizational Effectiveness, Globalization, and Reforms 4.4.7. Any educational management scholarship that does not fit the above categories, as approved by the Dean Principal Author Co-author/ Editor Contributor	1.00 0.50 0.25
IV. PRESENTATIONS, CONVENTIONS, SEMINARS/WORKSHOPS (Teaching, Specialty, Research)	
	Points/Activity
1. Research Paper Presentations (Poster/Oral) 1.1. College/ Institutional 1.2. Local/National 1.3. Regional (Asian)/International	0.30 0.40 0.50
N.B. For Each Paper Presentation Given Award <i>College/Institutional</i> <i>Local/National</i> <i>Regional (Asean)/International</i>	+0.25 +0.50 +1.00

2. Conventions, Seminars/ Workshops	
2.1. Attendance/Participation (not to exceed 1 pt/yr)	
2.1.1. College/ Institutional/	0.10
2.1.2. Local/National	0.15
2.1.3. Regional (Asian)/ International	0.20
2.2. Resource Person/ Speaker	
2.2.1. College/ Institutional/	0.15
2.2.2. Local /National	0.20
2.2.3. Regional (Asian)/ International	0.25
2.3. Organizer	
2.3.1. College/ Institutional/	0.20
2.3.2. Local /National	0.25
2.3.3. Regional (Asian)/ International	0.30
V. PROFESSIONAL ACHIEVEMENT & AWARDS (Teaching, Specialty, Research)	
	Points/Category
1. Involvement in Professional Organizations (<i>Percent Credit: 7-12 months = 100%; 1-6 months- 50%</i>)	
1.1. College/Institutional President/Chairperson Officer/Member/ Consultant	0.20 0.10
1.2. Local/National President/Chairperson Officer/Member/ Consultant	0.30 0.15
1.3. Regional (Asian)/ International President/Chairperson Officer/Member/ Consultant	0.40 0.20
2. Professional Recognition/ Awards	
2.1. College/ Institutional	0.50
2.2. Local /National	1.00
2.3. Regional (Asian)/ International	1.50
VI. EXPERT SERVICES	
	Points/Category
1. as Adviser	
1.1. Completed Dissertation, Thesis	
a. Doctoral dissertation	0.30
b. Masteral thesis	0.25
c. Undergraduate thesis	0.20
1.2. Completed Resident/Student Research	0.15
2. as Student Adviser/Mentor	0.15
3. as Student Organization Adviser	0.15
4. as Collaborator/Contributor in Completed Multi-Center Clinical Trials or Educational Studies	0.20
5. as Journal reviewer for, or Editorial Board Member of a refereed journal	0.20
6. as Accreditor	
6.1. Institutional Accreditation	
6.1.1. Regional (Asean)/International Chairperson Member	0.40 0.20

College of Medicine FACULTY MANUAL

SY 2019-2020 – SY 2021-2022

<p>6.1.2. Local/ National Chairperson Member</p>	<p>0.30 0.15</p>
<p>6.2. Specialized, Professional, Programmatic Accreditation Chairperson Member</p>	<p>0.30 0.15</p>
<p>VII. EXTENSION SERVICES (Academic, Hospital, Research Within/Outside DLSMHSI/DLSU System)</p>	
<p>Percent Credit: 7-12 months= 100%; 1-6 months = 50%</p>	<p>Points/Year</p>
<p>1. Academic Administrative Positions</p>	
<p>President/Chancellor</p>	<p>4.00</p>
<p>Vice Pres/Vice Chancellor</p>	<p>3.00</p>
<p>Director</p>	<p>1.00</p>
<p>Asst/Assoc Director</p>	<p>0.50</p>
<p>University Registrar</p>	<p>0.60</p>
<p>Dean</p>	<p>2.00</p>
<p>Vice Dean</p>	<p>1.00</p>
<p>Dean of Students</p>	<p>1.00</p>
<p>Asst. Dean of Students</p>	<p>0.50</p>
<p>Dept. Chairman</p>	<p>0.60</p>
<p>Dept. Vice Chair/ Co-Chair</p>	<p>0.30</p>
<p>Dept. OIC</p>	<p>0.60</p>
<p>Year-Level Coordinator</p>	<p>0.40</p>
<p>Subject Coordinator</p>	<p>0.20</p>
<p>Standing/Ad-Hoc Com.</p>	
<p> Chairman</p>	<p>0.30</p>
<p> Co-Chair</p>	<p>0.20</p>
<p> Member</p>	<p>0.10</p>
<p>Program Coordinator</p>	<p>0.25</p>
<p>Section Chief</p>	<p>0.25</p>
<p>Medico-Legal Officer</p>	<p>0.35</p>
<p>Training Officer (Community, Residency, Internship, Clerkship)</p>	<p>0.25</p>
<p>2. Consultancy, technical/ academic advisorship, mentoring, supervisory and other student support service appointments</p>	
<p>0.20</p>	
<p>3. Hospital/Research Units</p>	
<p>Chairman</p>	<p>0.40</p>
<p>Co-Chair</p>	<p>0.30</p>
<p>Member</p>	<p>0.20</p>
<p>4. Hospital/ Research Committees</p>	
<p>Chairman</p>	<p>0.30</p>
<p>Co-Chair</p>	<p>0.20</p>
<p>Member</p>	<p>0.10</p>

College of Medicine FACULTY MANUAL

SY 2019-2020 – SY 2021-2022

<p>5. Medical Journal Editor-in-Chief Associate/Managing Editor Member</p>	<p>0.30 0.20 0.10</p>
<p>6. Institutional Ethics Committee Chairman Co-Chair Member</p>	<p>0.40 0.20 0.10</p>
<p>7. Involvement in College-sponsored Medical Charity Services (e.g. medical missions)</p>	<p>0.10 each</p>

POINTS REQUIRED FOR THE DIFFERENT ENTERING ACADEMIC RANKS

ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR	REQUIRED POINTS
1			22.00 - 27.99
2			28.00 - 33.99
3			34.00 - 39.99
4			40.00 - 45.99
5			46.00 - 51.99
	1		52.00 - 57.99
	2		58.00 - 63.99
	3		64.00 - 69.99
	4		70.00 - 75.99
	5		76.00 - 81.99
		1	82.00 - 87.99
		2	88.00 - 93.99
		3	94.00 - 99.99
		4	100.00 - 105.99
		5	106.00 - 111.99
		6	112.00 - 117.99
		7	118.00 - 123.99
		8	124.00 - 129.99
		9	130.00 - 135.99
		10	136.00 - 141.99
		11	142.00 - 147.99
		12	148.00 - 153.99
		13	154.00 - 159.99
		14	160.00 - 165.99
		15	166.00 - 171.99

APPENDIX I-D

CRITERIA FOR FACULTY PROMOTION IN ACADEMIC RANK/STEP

College of Medicine FACULTY MANUAL

SY 2016-2017 – SY 2018-2019

APPENDIX I-D

CRITERIA FOR FACULTY PROMOTION IN ACADEMIC RANK/STEP

	Baseline Points
MD	22.00
MS	22.00
PhD	34.00
I. ACADEMIC ADVANCEMENT & PROFESSIONAL GROWTH	
Academic Advancement	Points Upon Completion
MS (with thesis)	+6.00*
MS (without thesis)	+4.00*
MA (with thesis)	+5.00*
MA (without thesis)	+3.00*
PhD (following MD-MS/MA)	+6.00*
PhD/DSc (following MD (straight), or MS)	+12.00*
LIB	+6.00*
	* - less points earned for Masteral/LIB/Doctoral units
Masteral /LIB Units Earned – (Percent Credit: With thesis = 100%; Without thesis= 50%) For every 10 units	+0.50
Doctoral Units earned – For every 15 units	+1.00
Residency	+3.00
Certifying Exam(Clin, Specialty)	+2.00
Diplomate/Fellow (Clin. Specialty/ Subspecialty)	+2.00
Diplomate/Fellow (Basic Science)	+5.00
Certificate Course	
1-6 months	+0.25
7-12 months	+0.50
> 12 months	+1.00
Diploma Course	
1-6 months	+0.50
7-12 months	+0.75
> 12 months	+1.50
Fellowship (Clinical /Non-Degree)	
1-6 months	+0.50
7-12 months	+0.75
> 12 months	+1.50
II. QUALITY AND QUANTITY OF TEACHING	
	Points/Year
1. Quality of Teaching	
1.1. Student's Evaluation	0.50
1.2. Chairman's Evaluation	0.25
1.3. Peer's Evaluation	0.15
1.4. Self-Evaluation	0.10
2. Quantity of Teaching (Academic Load)	
2.1. Basic Sciences Faculty (Full-Time)	
2.1.1. >80% direct teaching activities	0.60
2.1.2. <80% direct teaching activities	0.30

2.2. Clinical Faculty (Full-Time)	
2.2.1. >50% direct teaching activities	0.60
2.2.2. <50% direct teaching activities	0.30
2.3. Part-time Faculty	0.10
3. Teaching Experience	
Full-time teaching	0.60
Part-time teaching	0.30
III. SCHOLARLY PRODUCTIVITY/SCHOLARSHIP	
<i>N.B. Excluding works done during training (Residency, Fellowship); during Certificate/Diploma, Masteral (MS), and Doctoral (PhD) coursework</i>	
Percent Credit:	Points/Work
A. Funded by/done at DLSHSI, and cited in the paper = 100%	
B. Done in other institution but in collaboration with DLSHSI, and cited in the paper = 50%	
C. Done in other institution and NO collaboration with DLSHSI/citation in the paper = 25%	
1. COMPLETED RESEARCHES	
1.1. Descriptive Studies	
1.1.1. Case Report	
Principal author	0.25
Co-author	0.12
1.1.2. Case Series	
Principal author	0.50
Co-author	0.25
1.1.2. Incidence/ Prevalence Studies	
Principal author	0.75
Co-author	0.38
1.2. Analytic Studies	
1.2.1. Observational (cohort, cross-sectional, CC)	
Principal author	1.00
Co-author	0.50
1.2.2 Experimental	
1.2.2.1. RCTs	
Principal author	1.25
Co-author	0.62
1.2.2.2. Controlled Laboratory Studies	
Principal author	1.50
Co-author	0.75
1.3 Integrative Studies (Meta Analysis)	
Principal author	1.00
Co-author	0.50
N.B. For Each Research Paper Published In Scientific (Peer-Reviewed) Journal	
College/Institutional	+0.25
Local/National	+0.50
Regional (Asean)/International	+1.00
N.B. For Each Journal Publication Given Award	
College/Institutional	+0.25
Local/National	+0.50
Regional (Asean)/ International	+1.00

2. SCIENTIFIC JOURNAL ARTICLES	
2.1. News Articles/ Letters/ Communications	0.12
2.2. Meeting Abstracts/ Papers/ Proceedings	0.25
2.3. Review Articles	0.50
3. PUBLICATIONS	
3.1. Textbook	
Principal Author	5.00
Co-author/ Editor	2.50
Contributor	1.25
3.2. Handbook	
Principal Author	3.00
Co-author/ Editor	1.50
Contributor	0.75
3.3. Laboratory/PD Manual /Workbooks	
Principal Author	2.00
Co-author/ Editor	1.00
Contributor	0.50
3.4. Monograph	
	0.50
4. OTHER SCHOLARSHIPS	
4.1. Teaching & Learning Scholarship	
4.1.1. Curriculum Development	
4.1.2. New teaching & Learning Tools	
4.1.3. Program Evaluation & Evaluation Protocols	
4.1.4. Professional & Leadership Programs	
4.1.5. Any teaching scholarship that does not fit the above categories, as approved by the Dean	
Principal Author	1.00
Co-author/ Editor	0.50
Contributor	0.25
4.2. Basic Science Scholarship	
4.2.1. Science Literacy and Research Skills Enhancement	
4.2.2. Science and technology Innovations	
4.2.3. Knowledge and Technology Transfer Programs	
4.2.4. Any basic science scholarship that does not fit the above categories, as approved by the Dean	
Principal Author	1.00
Co-author/ Editor	0.50
Contributor	0.25
4.3 Clinical Science Scholarship	
4.3.1. Clinical Practice Guidelines	
4.3.2. Clinical Educational Materials for Patients/Public	
4.3.3. Safety & Quality Assurance Programs	
4.3.4. Health Care Delivery Programs	
4.3.5. Any clinical science scholarship that does not fit the above categories, as approved by the Dean	
Principal Author	1.00
Co-author/ Editor	0.50
Contributor	0.25

<p>4.4. Educational Management Scholarship 4.4.1. School Governance and Control 4.4.2. Human Resources Management in Education 4.4.3. Finance and Resource Management 4.4.4. Supervisory Leadership, Development & Succession 4.4.5. Management of Educational Technologies & Applications 4.4.6. Organizational Effectiveness, Globalization, and Reforms 4.4.7. Any educational management scholarship that does not fit the above categories, as approved by the Dean</p> <p>Principal Author 1.00 Co-author/ Editor 0.50 Contributor 0.25</p>	
<p>IV. PRESENTATIONS, CONVENTIONS, SEMINARS/WORKSHOPS (Teaching, Specialty, Research)</p>	
	<p>Points/Activity</p>
<p>1. Research Paper Presentations (Poster/Oral) 1.1. College/ Institutional 0.30 1.2. Local/National 0.40 1.3. Regional (Asian)/International 0.50</p>	
<p>N.B. For Each Paper Presentation Given Award <i>College/Institutional</i> <i>Local/National</i> <i>Regional (Asean)/International</i></p>	<p>+0.25 +0.50 +1.00</p>
<p>2. Conventions, Seminars/ Workshops 2.1. Attendance/ Participation (not to exceed 1pt/yr) 2.1.1. College/ Institutional 0.10 2.1.2. Local /National 0.15 2.1.3. Regional (Asian)/ International 0.20</p>	
<p>2.2. Resource Person/ Speaker 2.2.1. College/ Institutional 0.10 2.2.2. Local /National 0.20 2.2.3. Regional (Asian)/ International 0.25</p>	
<p>2.3. Organizer 2.3.1. College/ Institutional/ 0.20 2.3.2. Local /National 0.25 2.3.3. Regional (Asian)/International 0.30</p>	
<p>V. PROFESSIONAL ACHIEVEMENT & AWARDS (Teaching, Specialty, Research)</p>	
	<p>Points/Category</p>
<p>1. Involvement in Professional Organizations (Percent Credit: 7-12 months = 100%; 1-6 months- 50%) 1.1. College/Institutional President/Chairperson 0.20 Officer/Member/ Consultant 0.10</p>	
<p>1.2. Local/National President/Chairperson 0.30 Officer/Member/ Consultant 0.15</p>	
<p>1.3. Regional (Asian)/ International President/Chairperson 0.40 Officer/Member/ Consultant 0.20</p>	

2. Professional Recognition/ Awards 2.1. College/ Institutional/ 2.2. Local /National 2.3. Regional (Asian)/ International	0.50 1.00 1.50
VI. EXPERT SERVICES	Points/Category
1. as Adviser 1.1 Completed Dissertation, Thesis a. Doctoral dissertation b. Masteral thesis c. Undergraduate thesis 1.2. Completed Resident/Student Research 2. as Student Adviser/Mentor 3. as Student Organization Adviser 4. as Collaborator/Contributor in Completed Multi-Center Clinical Trials or Educational Studies 5. as Journal reviewer for, or Editorial Board Member of a refereed journal 6. as Accreditor 6.1. Institutional Accreditation 6.1.1. Regional (Asean)/International Chairperson Member 6.1.2. Local/ National Chairperson Member 6.2. Specialized, Professional, Programmatic Accreditation Chairperson Member	0.30 0.25 0.20 0.15 0.15 0,15 0,20 0,20 0.40 0.20 0.30 0,15 0.30 0.15
VII. EXTENSION SERVICES (Academic, Hospital, Research)	
Percent Credit: 7-12 months= 100%; 1-6 months = 50%	Points/Year
1. Academic Administrative Positions President/Chancellor Vice Pres/Vice Chancellor Director Asst/Assoc Director University Registrar CM Dean CM Vice Dean Dean of Students Asst. Dean of Students Dept. Chairman Dept. Vice Chair/ Co-Chair Dept. OIC Year-Level Coordinator	4.00 3.00 1.00 0.50 0.60 2.00 1.00 1.00 0.50 0.60 0.30 0.60 0.40

Subject Coordinator	0.20
CM Standing/Ad-Hoc Com.	
Chairman	0.30
Co-Chair	0.20
Member	0.10
Program Coordinator	0.25
Section Chief	0.25
Medico-Legal Officer	0.35
Training Officer (Community, Residency, Internship, Clerkship)	0.25
2. Consultancy, technical/ academic advisorship, mentoring, supervisory and other student support service appointments	0.20
3. Hospital/Research Units	
Chairman	0.40
Co-Chair	0.30
Member	0.20
4. Hospital/ Research Committees	
Chairman	0.30
Co-Chair	0.20
Member	0.10
5. Medical Journal	
Editor-in-Chief	0.30
Associate/Managing Editor	0.20
Member	0.10
6. Institutional Ethics Committee	
Chairman	0.40
Co-Chair	0.20
Member	0.10
7. Involvement in CM-sponsored Medical Charity Services (e.g. medical missions)	0.10 each

APPENDIX I-E

**POLICIES, STANDARDS AND GUIDELINES IN THE CONDUCT OF
FACULTY PERFORMANCE EVALUATION**

September 17, 2018

To: **DEANS/DIRECTORS/REGISTRAR**

From: **Rowena C. Laigo, LPT, RN, MAEd**
Director

Approved: **Juanito O. Cabanias, LPT, MAE, PhD**
Vice Chancellor for Academics

Subject: **Conduct of Faculty/ASP Evaluation**

Greetings.

Please be informed of the updated **Policies, Standards and Guidelines in the Conduct of Faculty/ASP Performance Evaluation** effective first semester of SY 2018-2019. Also, some performance evaluation tools were revised to make them more OBE'dized. Specifically, these tools are the Student's Evaluation of Faculty Performance in Classroom and Clinical Areas. Validation and reliability testing of the tools were done and with excellent internal consistency result.

Attached herewith are the documents mentioned for your reference. We greatly appreciate the cascading of this information to all individuals concerned in your respective office/department.

Thank you very much. God bless.

cc: HRM, File

September 14, 2018

POLICIES, STANDARDS AND GUIDELINES IN THE CONDUCT OF FACULTY/ASP PERFORMANCE EVALUATION

I. Policy Statement

The Academics of De La Salle Medical and Health Sciences Institute supports employee performance evaluation and requires a formal evaluation of all including the faculty and academic support personnel.

All probationary full-time, fixed term and part-time faculty members/ASP shall be evaluated twice in a school year, while all permanent faculty/ASP shall only be evaluated once in a school year, both on a schedule determined by the Deans/Directors/or Program Directors.

II. Rationale

This policy provides for the annual evaluation as part of the academic operations in the Institute. It is consistent with DLSMHSI's thrust of developing and nurturing excellent faculty/ASP. Through the regular conduct of evaluation, where individual performance is compared to standards established by their respective departments, opportunity is provided for acknowledging and recognizing exemplary work, identifying areas for improvement and redirecting aptitudes to increase motivation and enhance quality of performance.

III. Scope of Evaluation

a. Evaluation Tools

Faculty/ASP's evaluation are based on expected outcomes or behaviors, set by the academic, which relate to their respective areas of assignment (classroom and clinical) and other responsibilities/commitment towards students, peers, heads and the institution. The set standards of performance are reflected into each and every tool developed, tested and approved, for the purpose of evaluation performance.

All colleges adopt the same outcomes-based evaluation tool to appraise faculty/ASP performance in the classroom. In evaluating faculty/ASP performance in the clinical areas, however, each college utilizes a tool that is specific to their department or discipline.

b. Types of Evaluation

All faculty/ASP are required to be appraised using the 360-degree method of evaluation where feedback are derived from multiple raters or evaluators. A 360-degree method allows for a more objective and broader view of employee performance.

For the purpose of this type of evaluation, the administrators, students, peers and the faculty/ASP themselves are assigned as the evaluators.

1. Administrators' Evaluation

This is an evaluation done by the Dean/Director/Program

Director/Academic Chair to determine the teaching competence and work efficiency of the faculty members/ASP under them (*please see approved tools for evaluation*).

2. Students' Evaluation

This is an evaluation done by the students/patrons to determine the competence and efficiency of the faculty members/ASP in their teaching/work (*please see approved tool for evaluation*).

3. Self-Evaluation

This is an evaluation done by faculty members/ASP to themselves to personally assess their competence and efficiency in the conduct of their teaching/work, personal and professional relationships with their students, peers and immediate heads (*please see approved tool for evaluation*).

4. Peer Evaluation

This is an evaluation done by one faculty member/ASP to another faculty member/ASP within his/her college/department/unit/cluster to determine the competence and efficiency of her/her colleague (*please see approved tool for evaluation*).

IV. Procedures

1. The Academic Quality Management announces the commencement of the conduct of evaluation through Channels.
2. The different colleges/department heads submit the list of faculty/ASP to be evaluated. For students' evaluation of faculty/ASP, the faculty list together with the specific schedule and rooms where the evaluation shall be held must be submitted a week before the actual conduct of evaluation.
3. Copies of the evaluation tools are circulated to the entire Academic Community through the Faculty/ASP Manual.
4. All probationary full-time, fixed term and part-time faculty members/ASP are evaluated twice in a school year; one (1) during the first semester/term and another one during the second semester/term schedule of which is determined by the Dean/Director and communicated with the Academic Quality Management. However, all permanent faculty/ASP are only evaluated once in a school year depending on the schedule given by the Dean/Director. Faculty members/ASP are evaluated through following scheme:
 - 4.1. Administrators' Evaluation (Dean/Director/Program Director/Academic Chair/Coordinator)
 - all faculty members/ASP have to be evaluated by their immediate heads both in their teaching/work and personal and professional relationships and responsibilities. In the event that the Dean is not able/unavailable to evaluate teaching responsibilities of the faculty, the Academic Chairs in charge of the subjects/area that the faculty teach or levels where they teach, shall assume the responsibility of doing such.

4.2. Students' Evaluation

- all faculty members/ASP shall be evaluated by their students/patrons both in lecture/laboratory/clinical following the frequency set for all full-time probationary, fixed term, part-time, and permanent faculty members/ASP. Rule of the Thumb shall be fifty percent (50%) plus 1 of the total number of classes handles shall be used for evaluation for the faculty members. For the ASP, it shall be upon the full discretion of the Director.

4.3. Peer Evaluation

- all faculty members/ASP shall be evaluated by their own peer within the college/department or cluster or unit. For every faculty/ASP, three (3) of his/her colleagues from the same college or department or cluster or unit shall give evaluation. The list of faculty/ASP-evaluators shall be determined by the Dean/Director.

4.4. Self-evaluation

- for purposes of fair play and equal rights, all faculty members/ASP shall conduct self-evaluation. The result becomes part and parcel of the over- all performance of the faculty members/ASP as determined by the percentage allotted for this evaluation.

Note: Administrators with teaching load, either in classroom, laboratories/clinical areas or both, have to be evaluated by students, peer and another administrator in the performance of their responsibilities as faculty/clinical instructor. The Academic Chair who is in charge of the subject/level where the administrator teaches shall be the administrator tasked to do the evaluation. This is to ensure that standards are met in the conduct of the teaching-learning process.

5. Evaluation tools for each individual faculty/ASP must be placed in a sealed envelope to maintain the integrity and confidentiality of the data. It shall be then forwarded to the Academic Quality Management through the Evaluators on or before the set deadline (usually a week after the evaluation was conducted). Scores then shall be tallied and computed and over-all mean scores used.

Note: Submission of evaluation tools on the set/agreed upon deadline must be complied with to facilitate collation, computation and interpretation of statistical data for the fast conveyance of performance feedback to faculty/ASP. In the event that such is not possible, a written letter citing reasons for non-compliance with the deadline must be submitted by the concerned Dean/Director/Program Director to the Vice Chancellor for Academics

6. Based on the distribution of percentage, the results of the evaluation shall be tallied, computed and interpreted accordingly by the Evaluators and counterchecked by the AQM Chair assigned with evaluation. All faculty members/ASP shall be informed of the results of the evaluation through a hard copy given after the release of the semestral/term grades. The results shall be personally handed in by the Evaluators to the colleges/departments concerned.

Note: A faculty/ASP who lacks any of the aforementioned

types of evaluation (except for self-evaluation) will still receive a performance rating to ensure that the 360-degree evaluation is complied with. The faculty/ASP will automatically be given the highest performance rating on the aspects he/she was failed to be evaluated, provided that the failure to complete the evaluation is through no fault of his/her own.

7. The Dean/Director/Program Director/Academic Chair are expected to hold post-conference after the result of the evaluation has been distributed to the faculty/ASP.
8. In case a faculty member/ASP needs to clarify matters pertaining to the results of his/her evaluation, he/she may inquire from his/her Dean/Director/Program Director/Academic Chair who shall then coordinate with the Academic Quality Management should there be corrections/changes to be made.
9. The results of the evaluation are automatically included in the 201 File or records of the faculty members/ASP concerned.
10. The results become official document of the Academics once published and received by the faculty members/ASP concerned.

APPENDIX I-F

CREATION OF INSTITUTIONAL ACADEMIC PERSONNEL REVIEW BOARD (IAPRB)

(Effective SY 2018-2019)

INSTITUTIONAL ACADEMIC PERSONNEL REVIEW BOARD (IAPRB)

The IAPRB is advisory to the Vice Chancellor for Academics on all matters pertaining to academic personnel hiring/re-hiring, appointment/re-appointment, classification/re-classification, ranking/re-ranking, promotion, and tenure.

The Board is also tasked with providing a system of checks and balances to ensure consistency and fairness of the academic personnel evaluation processes and that recommendations/decisions of lower-level evaluations are based on sound documentation and consistent with existing policies, practices, and procedures.

The IAPRB review process is NOT intended to challenge lower-level evaluation policies/procedures or the merits of the original decision/action, but to determine whether or not the decision/action in question was made fairly and consistently pursuant to existing and applicable policies, practices and procedures, and was NOT based on grounds considered impermissible or arbitrary and capricious.

MEMBERSHIP:

IAPRB shall consist of eleven (11) eligible voting members. The Board shall be composed of:

- a. one (1) full-time, tenured faculty member nominated and elected by and from the full-time, tenured faculty members of each of the Colleges under the Academic Division
- b. one (1) full-time, tenured member nominated and elected by and from the full-time, tenured Academic Support Personnel
- c. two (2) full-time, tenured external members (from non-academic divisions) appointed by the Vice Chancellor of the President
- d. one (1) Faculty Association President of designee

In addition, members of the IAPRB, representing a broad spectrum of the Institution, must:

- a. have a rank of Associate Professor or Professor (if a faculty member)
- b. NOT hold an administrative appointment at the level of Department Chair (or equivalent) and above (if faculty member)
- c. NOT be a member of any evaluation committee of the academic personnel at any level (i.e. Department/College APEB) in the current academic year

The College Deans and the Vice Chancellor are non-voting members and may be invited for consultation, or to clarify issues raised/found in the academic personnel's dossier.

Nominations to the IAPRD shall be made by the VCA in consultation with the President. The election of members shall be by secret ballot distributed to relevant sectors. There must be at least two candidates on the ballot.

The Chairman, shall be annually elected by and from the Board.

In the interest of fairness, no member shall have more than a single vote in the evaluation/review of the academic personnel. Hence, no member shall serve simultaneously on any lower-level evaluation (e.g. Department Evaluation Committee, College APEB) and the IAPRB, and shall recuse himself/herself from participation in the IAPRB review. Moreover, a member of the Department/Program of which the academic personnel is also a member shall be recused.

Any member with actual, perceived, or potential Conflict of interest regarding any case shall, during the hearing, temporarily be replaced by the alternate from his/her College/Sector. Likewise, any member shall decline to participate in the consideration of any case in which he/she has a personal bias or prejudice which would compromise his/her ability to make fair and objective decisions. Any member may be removed for lack of objectivity on majority vote of other IAPRB members.

Vacancies in particular case shall be filled, by the Vice Chancellor for Academics, with nominees receiving the next highest number of votes, provided that the diversity of representation is maintained and nominees meet eligibility requirements and restrictions/limitations.

TENURE:

Members of the IAPR shall serve for a period of three (3) years. No members shall serve more than two (2) consecutive terms.

CHARGE:

1. Conduct a procedural review concerning each candidate to ensure procedural uniformity and consistency, and compliance with existing and applicable policies, practices and procedures.
2. Ensure that all lower-level evaluations (i.e. Department Evaluation Committee and/or College APEB) applied the evaluation criteria fairly and equitably.
3. Ensure that the academic personnel's evaluation is free from personal animosity, favoritism, or bias.
4. Upon request of an appellant:
 - a. conduct an independent and unbiased review regarding the decision/action being recommended at any lower-level evaluation (i.e. Department or College APEB), specifically appeals from negative decisions in matters of re-appointment, re-classification, re-ranking, promotion, and tenure, EXCEPT those resulting from Department changes/Program discontinuance, compelling financial reasons, and just cause.

N.B.

- ▶ Appeals/petitions brought to IAPRB must be based ONLY on the following grounds:
 - a. substantial procedural error/irregularity/deviation, including improper or inequitable application of criteria employed in arriving at a recommendation/decision/action
 - b. arbitrary, capricious, or unsubstantiated recommendation/decision/action
 - c. inadequate consideration or mistake in the evaluation of the dossier (i.e. misinterpretation/misappreciation of information provided)
 - d. violation of constitutional/statutory rights, to include lack of due process, misinterpretation or incorrect application of a policy/procedure stipulated in the Faculty Manual
- ▶ The Vice Chancellor of Academics may, at his/her discretion, also refer cases to the IAPRB when deemed necessary or appropriate.
- 5. Render advisory opinions on matters regarding academic personnel's employment and evaluation policies/procedures, and its generic implementation.
- 6. Report annually to the Vice Chancellor for Academics on the operations/implementation of the hiring, retention, promotion, and tenure systems, including the number of candidates and the outcomes.

PROCEDURES:

The IAPRB shall adopt reasonable procedural rules, designed to provide a fair review/hearing of all cases (substantive or procedural), consistent with applicable Faculty Manual/Institutional policies, practices, and procedures.

DECISION:

1. The IAPRB shall render recommendations/decision, after review/hearing of the case, within 30 days of submission of completed dossier.
2. If the IAPRB does not concur with any lower-level evaluation, it may direct the appropriate evaluation body to rehear/review the case. In exceptional cases, the Board may also reconsider the recommendations/decision to the extent permitted and as warranted.
3. The IAPRB shall send, to the Vice Chancellor for Academics (VCA), its Report which should include its recommendations/decision with rationale based on the strength of evidence, the vote count, and names of Board members. If the decision of the IAPRB is not unanimous, dissenting opinions, expressed in a minority report with rationale, shall be sent to together with the IAPRB Report.
4. After receiving the IAPRB recommendations/decision, the VCA shall, within 10 working days, review the personnel's files, reach a decision with justification, and then make a written Report to the President for final decision.

- ▶ *N.B. The VCA shall NOT act on any case within the IAPRB's authority until the recommendations/decision of the IAPRB have been received, deadlines have passed, or under unusual circumstances.*
5. Thereafter, the VCA shall notify the personnel, the Chair of the College APEB through the appropriate Dean, and his/her Department Chair/ appropriate direct supervisor of the President's decision, which shall be final, binding, and non-appealable.
- ▶ *N.B. The President may, at his discretion, impose sanction on any participant found accountable for knowingly misapplying employment/evaluation criteria, policies/procedures, or for willfully violating any relevant Faculty Manual provision, institutional policy, and labor law/regulation.*

nothing follows

Certificate of Endorsement

The Academics Division of De La Salle Health Sciences Institute hereby endorses to the Executive Committee the proposed Creation of the Institutional Academic Personnel Review Board (IAPRB) effective SY 2018-2019.

Signed on the 11th day of August 2017 at the De La Salle Health Sciences Institute, City of Dasmarina, Cavite, Philippines.

(Sgd.) **Madeleine Grace Sosa, MD, FPPS, FPNA, FCNSP, MSCE**
Dean, College of Medicine

(Sgd.) **Restituta C. Tan, PhD, RM, RN, RGC**
Dean, College of Nursing

(Sgd.) **Engr. Eduardo B. Tibayan, Jr. MSc, PhD**
Dean, College of Humanities and Sciences

(Sgd.) **Susan A Olavidez, RRT, EdD**
Dean, College of Medical Radiation Technology

(Sgd.) **Alicia P. Catabay, RPH, MSc, PhD**
Dean, College of Pharmacy

(Sgd.) **Amiel C. Adajar, MD FPARM**
Dean, College of Rehabilitation Sciences

(Sgd.) **Rolando M. Reyes, MD, MHPEd, FPCS, FPSGS**
Officer-in-Charge, College of Medical Laboratory Science

(Sgd.) **Jose Antonio P. Amistad, MD, FPSA**
Dean, Office of Student Services

(Sgd.) **Naomi M. De Aro, RN, MAN, EdD**
Registrar

(Sgd.) **Efren M. Torres, Jr., MLIS**
Director, Romeo P. Ariniego, MD Library Services

(Sgd.) **Maria Corazon E. Gurango, MD, MPH, FPAFP**
Director, Comprehensive Community Health Training Program

(Sgd.) **Ma. Cecilia D. Licuan, PTRP, MAE, PhD**
Director, Alumni Relations and Continuing Professional Education

(Sgd.) **Vivian B. Ramirez, MSc**
Director, Special Health Science High School

(Sgd.) **Rowena C. Laigo, RN, MAEd**
Director, Academic Quality Management

(Sgd.) **Marlon G. Gado, MLIS**
Director, Center for Innovative Education and Technology Integration

(Sgd.) **Eleanor C. Padla, PhD**
President, Faculty Association

(Sgd.) **Juanito O. Cabanias, LPT, MAE, PhD**
Vice Chancellor for Academics

APPENDIX I-G

GUIDELINES ON THE IMPLEMENTATION OF REDUNDANCY AND RETRENCHMENT

For the purposes of the Labor Code of the Philippines (Article 282, LC), redundancy exists when the services of a faculty is in excess of what is reasonably required by the College/Institution. On the other hand, retrenchment is the reduction in the number of faculty intended primarily to prevent/minimize business losses/financial reverses, forestall closures or cessation of operations. The latter requires sufficient and convincing proof of actual losses or expected imminent losses as justification for employment separation.

In implementing a redundancy/retrenchment program, the College of Medicine/DLSHSI shall:

- A. Substantiate such redundancy/retrenchment in order not to defeat the faculty's right to security of tenure.
- B. Exercise good faith in abolishing the position/terminating employment on account of redundancy/retrenchment by adhering to the following:
 - B.1. Seeking consultation with the faculty (individually and/or collectively) on the redundancy/retrenchment proposal, during which relevant information (e.g. reason/s and alternative/s considered for redundancy/retrenchment, number of targeted faculty, date of implementation) are meaningfully discussed.

The faculty and the College/DLSHSI must try and reach an agreement on the different issues. If both parties cannot agree, the dispute may be elevated to the next higher level.
 - B.2. Exploring alternatives to redundancy/retrenchment (i.e. redeployment, reduction of working hours, temporary suspension of operations)
 - B.3. Providing the faculty concerned access to documentary and other relevant information (i.e. breakdown of his/her matrix scores), an opportunity to comment on the information before a decision to retrench or to make someone redundant is made, and/or challenge the redundancy/retrenchment based on substantive and procedural grounds.
 - B.4. Offering counseling and career/retraining advice
- C. Adopt fair, reasonable, and non-discriminatory criteria in ascertaining who will be separated from employment on account of redundancy/retrenchment.
 - C.1. The order of employment separation on account of redundancy and retrenchment shall be as follows:
 - I. Faculty on temporary contracts except in areas critical to the academic program
 - II. Non-tenured faculty on probationary appointments

- III. Tenured faculty members
- C.2 The criteria for selection of employees to be retrenched or made redundant shall include:
 - I. **STATUS (FTA VS FTB) - (5%)**
 - A. FT-A - 5%
 - B. FT-B - 2.5%
 - II. **EFFICIENCY/PERFORMANCE - (30%)**
 - A. TEACHING/ACADEMIC DUTIES AND INSTRUCTIONAL PERFORMANCE (20%)
 - A.1. Academic Load/ Assigned Activities----- 10.0%
 - A.2. Performance Evaluations----- 10.0%
 - A.2.1. Chairman's Evaluation -----5.0%
 - A.2.2. Peers' Evaluation -----2.5%
 - A.2.3. Students' Evaluation -----2.5%
 - B. RESEARCH/SCHOLARSHIP - (5%)
 - C. EXTENSION SERVICE (Professional/Public) - (5%)
 - III. **QUALIFICATIONS, COMPETENCIES AND SKILLS - (30%)**
 - A. ACADEMIC PREPARATION (Degrees/Certifications) - 20%
 - B. PROFESSIONAL ACHIEVEMENTS AND AWARDS - 5%
 - C. PRESENTATIONS, CONVENTIONS, SEMINAR/WORKSHOPS - 5%
 - IV. **SENIORITY/LENGTH OF SERVICE - (30%)**
 - A. ACADEMIC RANK - (15%)
 - A.1. Professor- 7.5% + 1.5% per step (maximum 15%)
 - A.2. Associate Professor- 5% + 1% per step (maximum 10%)
 - A.3. Assistant Professor- 2.5% + 0.5% per step (maximum of 5%)
 - B. YEARS OF SERVICE- (15%)

For every year of credited service = 1% (maximum of 15%)
 - C. PROFESSIONAL CONDUCT - (1% per disposition; maximum of 5%)
 - Adheres to standards of professional conduct
 - Exemplifies commitment to the teaching and learning process
 - Exhibits respect for peers, superiors, parents, students
 - Exhibits emotional intelligence, empathetic behaviors

- Demonstrates responsiveness to feedback from superiors, peers
 - Demonstrates a positive, enthusiastic attitude in the workplace, classroom
 - Demonstrates appropriate professional appearance, demeanor
 - Works well both independently and in groups
 - Is open-minded and respectful to other's opinions
 - Is a self-directed/ takes initiative and responsibility
- C.3. The selection criteria must be reasonably, fairly, and consistently applied, and ought to be objectively substantiated.
- C.4. An order of ranking should be established by creating selection matrices and scoring systems (i.e. performance- and skills-based matrices), and then applied to the 'pool' of faculty from which selection is to be made. The total number of points determines who is/are to be retrenched or made redundant.
- C.5. The scoring should NOT, under any circumstance, be made only by one (1) individual. A committee/panel should be created to ensure that procedures are fair, open, equitable, and objective.
- C.6. The Dean shall approve the matrix to confirm that the scoring process has been fairly undertaken in the context of the redundancy/retrenchment process..
- D. Provide the faculty with a written notice of separation from employment, specifying the ground/s for retrenchment/redundancy, and the Department of Labor and Employment (DOLE) with a copy of the notice at least one (1) month before the intended date thereof.
- E. Give the severance pay and other monetary benefits (*as specified under III.M.1*).

APPENDIX II-A

FACULTY AND ACADEMIC SUPPORT PERSONNEL DEVELOPMENT AND CONTINUING SUCCESS PROGRAM

POLICIES, STANDARDS AND GUIDELINES

The De La Salle Health Sciences Institute strongly supports the professional growth and development of its faculty members/Academic Support Personnel (ASP). In this regard, faculty members/ASP are expected to continuously develop professionally and personally through graduates studies and participation in conferences, seminars, workshops, and training programs. (Undergraduate Faculty Manual, 2009-2012, Page 2, 1.2.4. and ASP Manual, 2009-2012, Page 2, 1.2.1.3.)

I. GRADUATE STUDIES (MASTER'S OR DOCTORATE DEGREE/ CERTIFICATE COURSES)

General Policies and Standards

1. All faculty members/ASP are required to obtain their graduate degrees. However, enrollment in the certificate courses of undergraduate faculty members/ASP shall only be allowed after obtaining the Master's Degree.
2. The graduate/certificate courses enrolled in must be aligned to their fields of specialization/as specified in the CHED Memorandum Order (CMO) or any related programs duly approved by the Dean/Director and the Vice Chancellor for Academics.
3. The graduate/certificate course should not interfere with the academic responsibilities of the faculty members/ASP. However, in some exceptional cases, the faculty members/ASP could make the necessary arrangements with the department through their Department Chairs/Program Director/Directors as to their schedules duly approved by the Dean/Director Concerned. However, supporting documents should be presented to justify the reasons for the said arrangements.

Guidelines (Standard Operating Procedures

New Applicants:

1. Submit a Letter of Intent (OVCA FORM 110) addressed to the Members of the Faculty/ASP Development Committee (Collegiate/Departmental Faculty/ASP Development Committee) through the Department Chair/Program Director endorsed by the Chairman of the Faculty/ASP Development Committee recommended by the College Dean/Director and approved by the Vice Chancellor for Academics.

Note: Only full-time faculty members/ASP who have rendered one (1) year of service are entitled to avail of this educational subsidy.

2. If approved, enroll in their desired graduate/post graduate courses.
3. Prepare the Payment Requisition Form if the faculty member/ASP concerned intends to avail of the subsidy or Tuition Privilege Form for those enrolled in DLSU-Dasmariñas, a photocopy of the Certificate of Registration, and Official Receipt for reimbursement.

Note: Those who have an on-going Graduate Studies, proceed to item No. 3 under New Applicants section.

II. PARTICIPATION IN PROFESSIONAL PROGRAMS AND ACTIVITIES

General Policies and Guidelines

1. The activities (conferences, seminars, workshops, and training programs conducted institutionally, regionally, nationally, or internationally) are directly related to the faculty members/ASPs fields of specialization.
2. The College/Department and its students/staff would be benefit from the activities to be attended.
3. The activities give every member of the college/department equal right and opportunity to participate and attend the said professional programs and activities.
4. The faculty members/ASP may attend a number of activities as the need of the college or department arises and that budget for that purposes is still available as determined by the F/ASPDC duly approved by the Dean/Director. It covers the registration, accommodation, transportation, and other expenses. In terms of the transportation, a minimum of three (3) participants/attendees are required before a subsidized transportation is provided. In the event that the full-time permanent faculty members/ASP have been invited as guest speakers in an international conference to be held outside the country, an additional budget (subject to availability of funds) of \$100 (Asia) and \$200 (other countries in the world) shall be added as their contingency allowance.
5. These activities should not interfere with the faculty members/ASP academic responsibilities. However, in some exceptional cases, the faculty members/ASP could make the necessary arrangements prior to the said activities.
6. The faculty members/ ASP shall pay for the amount equivalent to the budget allotted for them in event that they have confirmed their participation but failed to attend.

Guidelines (Standard Operation Procedures)

1. Submit the accomplished Faculty/ASP Development and continuing Success Program Form (Form 110) to the committee at least a month before the activities. Preferably, attach the CHED Memorandum/Circular/Program/Invitation. In case of a short notice of the activities, the faculty members/ASP may shoulder first all the expenses and reimbursement of such shall be secures as long as proper documentation and replenishment/liquidation are done.

2. Wait for the decision/recommendation after three (3) days (maximum) of the Collegiate/Departmental Faculty/ASP Development Committee.
3. If approved, prepare the Payment Requisition Slip (PRS) and Cash Advance Form (CAF) together with the Form 110, and CHED Memorandum/Circular/Program/Invitation, Registration Form/Fee, and other projected expenses.
4. Submit the finance and Controllershship Department duly endorsed by the Dean the Liquidation Report and Photocopy of the Certificate of Attendance/Participation and Photocopy of the hand-outs or photos related to the conference and other portfolios to the College/Department three (3) days after the activities.
5. Echo the seminar as schedules and submit report of the outcomes of the training and seminar.

III. PARTICIPATION IN THE MID-YEAR AND YEAR-END WORKSHOPS AND OTHER TEAM-BUILDING ACTIVITIES

1. All faculty members/ASP of the College/Department are strongly encouraged to participate in the Mid-Year and Year-End Workshops and Other Team Building and Collegiate or Departmental-related Activities scheduled during the semester/term/school year.
2. The full-time faculty members/ASP are fully aware that they are allotted a maximum of Php3,0000 and Php1,500 for Part-time faculty members every year (as per Finance and Controllershship Policies, Standards and Guidelines). Should there be cases when the expenses exceed from the budget allotted, the faculty members/ASP shall shoulder the said excess amount if they still want to join the said activity.
3. The faculty members/ASP shall pay for the amount equivalent to the budget allotted for them in the event that they have confirmed their participation but jailed to join.

Guidelines (Standard Operating Procedures)

1. Confirm with the Department Chair/Program Director/Director/Dean the participation in the activity set for the semester/school year.
2. Wait for the details of the activity and acknowledge receipt of such information.
3. File an Official Business Form endorsed by the Department Chair/Program Director concerned and approved by the Dean/Director.

CONCURRED:

(Sgd.) Margel C. Bonifacio, PhD

Dean, College of Humanities and Sciences

(Sgd.) Fedelyn P. Estrella, RMT, MPH

Dean, College of Medical Laboratory Science

(Sgd.) Susan A. Olavides, RRT, EdD

Dean, College of Medical Radiation Technology

(Sgd.) Madeleine Grace M. Sosa, MD, FPPS, FPNA, FCNSP, MSCE

Dean, College of Medicine

(Sgd.) Ederlyn T. Lumabi, RN, MAN

Dean, College of Nursing

(Sgd.) Alicia P. Catabay, RPH, MSC, PhD

Dean, College of Pharmacy

(Sgd.) Amiel C. Adajar, MD, FPARM

Dean, College of Rehabilitation Sciences

(Sgd.) Patricia Cecilia M. Sy-Santos, MD

Dean, Office of Student Services

(Sgd.) Naomi M. De Aro, RN, MAN, EdD

Registrar

(Sgd.) Ma. Cecilia D. Licuan, PTRP, PhD

Director, Alumni Relations and Assistance Office

(Sgd.) Shirard Leonardo C. Adiviso, MD, MPHEd, FPCS

Director, Continuing and Innovative Education in the Health Profession

(Sgd.) Efren M. Torres Jr., MLIS

Director, Romeo P. Ariniego, MD Library Services

(Sgd.) Maria Corazon E. Gurango, MD

Director, Comprehensive Community Health Training Program

APPROVED:

(Sgd.) JUANITO O. CABANIAS, PhD

Vice Chancellor

APPENDIX II-B**VCA MEMO: ACADEMIC POLICIES AND ADMINISTRATIVE ORDERS**

April 16, 2018

To: All Academic Administrators, Faculty Members
and Academic Support Personnel

Through: Channels

From: (Sgd.) Juanito O. Cabanias, LPT, MAE, PhD
Vice Chancellor

Subject: **Academic Policies and Administrative Orders**

Greetings in St. La Salle!

Effective immediately, the following academic policies and administrative orders must be strictly observed and implemented:

1. ON TEACHING LOAD AND OVERLOAD

- 1.1. All academic administrators/faculty members/ASP must observe the following:
 - 1.1.1. Vice Chancellor for Academics-no teaching load; overload must be a maximum of 9 units per term/semester outside office hours inclusive of the DLSHSI Graduate School; However, the VCA is only allowed to handle 3 units of teaching load per semester in the DLSHSI Graduate School;
 - 1.1.2. All Deans and Registrar-3 units of teaching load every term/semester; overload must be a maximum of 9 units inclusive of the DLSHSI Graduate School per term/semester outside office hours; However, Deans/Registrar are only allowed to handle 3 units of teaching load per semester in the DLSHSI Graduate School. The Dean from the College of Medicine follows the policies of the college on teaching load;
 - 1.1.3. All Institutional Directors-6 units of teaching load every term/semester; overload must be a maximum of 9 units inclusive of the DLSHSI Graduate School per term/semester outside office hours; however, the Institutional Directors are only allowed to handle 3 units of teaching load per semester in the DLSHSI Graduate School. The Institutional Directors from the College of Medicine follow their policies on teaching load.
 - 1.1.4. All Vice Deans/Assistant Director and Program Directors-9 units of teaching load every semester/6 units every term (for the trimestral program); overload must be a maximum of 9 units

inclusive of the DLSHSI Graduate School per semester/6 units every term (for the trimestral program) outside office hours; However, Vice Deans/Assistant Director and Program Directors are only allowed to handle 3 units of teaching load per semester in the DLSHSI Graduate School. Vice Dean/Program Director from the College of Medicine follow their policies on teaching load;

- 1.1.5. All Academic/Department/Year Level Chairs-15 units of teaching load every semester/10 units every term (for the trimestral program); overload must be a maximum of 9 units inclusive of the DLSHSI Graduate School per semester/6 units every term (for the trimestral program) outside office hours; However, Academic/Department/Year Level Chairs are only allowed to handle 3 units of teaching load per semester in the DLSHSI Graduate School. Academic/Department/Year Level Chairs from the College of Medicine follow their policies on teaching load;
- 1.1.6. All faculty members-18 units of teaching load every semester/12 units every term (for the trimestral program); overload must be a maximum of 9 units inclusive of the DLSHSI Graduate School per semester/6 units every term (for the trimestral program) outside regular residency hours; However, faculty members are only allowed to handle 3 units of teaching load per semester in the DLSHSI Graduate School. Faculty members from the College of Medicine follow their policies on teaching load; special lecture outside the College of Medicine must be a maximum of 6 units every semester/term but outside their teaching assignments in the CM;
- 1.1.7. All ASP-maybe allowed to teach 6 units if qualified every semester/term (duly approved by the immediate head) inclusive of the DLSHSI Graduate School outside their office/residency hours; and
- 1.1.8. The Vice Chancellor for Academics, Deans, Registrar, Institutional Directors, Vice Deans/Assistant Director, and Program Directors (except for the CM) should not handle clinical teaching/preceptorials during their term of office.

NOTE: Should the current practice in the distribution of teaching loads apply prior to the memorandum, the Office of the Vice Chancellor for Academics shall give a one semester/term-grace period for SY 2017-2018.

2. ON SPECIAL LECTURES/SPEAKERSHIPS/OTHER PROFESSIONAL ENGAGEMENTS IN THE INSTITUTE

- 2.1. All academic administrators/faculty members/ASP must observe the following:
 - 2.1.1. The Vice Chancellor for Academics should not handle special classes/lectures in all forms and should not receive any compensation except when duly approved by the President; the VCA may be allowed to accept speaking invites and other

professional services in the DLSHSI but should not receive any monetary compensation; tokens/gifts duly approved by the Institute may be accepted;

- 2.1.2. All other academic administrators, faculty members and ASP invited either as resource persons, lecturers, documenters, emcees/moderators, and activity evaluators should not be given a monetary compensation; tokens/gifts duly approved by the Institute may be accepted;
- 2.1.3. All Special Lectures/Speakerships/Other Professional Engagements in the Institute of the Academic Administrators, Faculty Members and ASP must be duly approved by their Immediate Heads; and
- 2.1.4. All special lectures and other professional engagements conducted by all concerned must be properly documented and filed using the **OVCA FORM 120: DIRECT TEACHING/ACEDMIC-RELATED SERVICE RENDERED BY FACULTY MEMBERS AND ACADEMIC SUPPORT PERSONNEL.**

3. ON FILING OF PAYMENT REQUISITION SLIP AND REPLENISHMENT OF EXPENSES

- 3.1. All academic administrators/faculty members/ASP must observe the following:
 - 3.1.1. All PRS must contain a letter duly approved by the immediate head and the Vice Chancellor for Academics, copy of related documents and forms appertaining to the said activity, breakdown of expenses, and other supporting documents;
 - 3.1.2. All PRS must indicate where to properly charge the expenses for the said request;
 - 3.1.3. All PRS must be submitted on or before the required period for the filing of request; and
 - 3.1.4. Replenishment of cash advances and payment requests must be accomplished and submitted within five (5) working days after the said activity with the corresponding official receipts/invoices if OR is not available or any other proofs duly signed and approved by the immediate head.

Thank you very much.

Approved:

(Sgd.) Br. Gus L. Boquer FSC, EdD
President/Chancellor

cc: ALL VCs, FCD, HRM, File

APPENDIX II-C

WHAT COUNTS/DOES NOT COUNT AS RESEARCH?

WHAT COUNTS AS RESEARCH?

For the purposes of assessing completed research works for promotion, the definition of Research is derived from the Frascati Manual. The Frascati Manual is the internationally recognised methodology for collecting and using R&D statistics.

The definition of Research used by DLSHSI Research Division is also used by the Higher Education Statistical Agency (HESA) and is also based on the **Frascati Manual**.

“Research” is to be understood as original **investigation undertaken in order to gain knowledge and understanding**. It includes work of direct relevance to the needs of the profession, industry, and to the public sector; the invention and generation of ideas where these lead to new or substantially improved insights; and the use of existing knowledge in experimental development to produce new or substantially improved materials, devices, products and processes.

Research and Experimental Development (R&D) comprises creative work undertaken on a systematic basis in order to increase the stock of knowledge, including knowledge of man, culture and society and the use of this stock of knowledge to devise new applications. R&D is a term covering three activities: basic research, applied research and experimental development.

Basic Research is experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundation of phenomena and observable facts, without any particular application or use in view.

Basic research analyses properties, structures and relationships with a view to formulating and testing hypotheses, theories or laws. The reference to no “particular application in view” in the definition of basic research is crucial, as the performer may not know about actual applications when doing the research or responding to survey questionnaires. The results of basic research are not generally sold but are usually published in scientific journals or circulated to interested colleagues. Occasionally, basic research may be “classified” for security reasons.

In basic research, scientists have some freedom to set their own goals. Such research is usually performed in the higher education sector but also to some extent in the government sector. Basic research can be oriented or directed towards some broad fields of general interest, with the explicit goal of a broad range of applications in the future. One example is the public research programmes on nanotechnology which several countries have decided on. Firms in the private sector may also undertake basic research, with a view to preparing for the next generation of technology. Research on fuel cell technology is a case in point. Such research is basic according to the above definition as it does not have a particular use in view. It is defined in the Frascati Manual as “oriented basic research”.

Oriented basic research may be distinguished from pure basic research as follows:

- Pure basic research is carried out for the advancement of knowledge, without seeking long-term economic or social benefits or making any effort to apply the results to practical problems or to transfer the results to sectors responsible for their application.
- Oriented basic research is carried out with the expectation that it will produce a broad base of knowledge likely to form the basis of the solution to recognized or expected, current or future problems or possibilities.

The separate identification of oriented basic research may provide some assistance towards identifying “strategic research”, a broad notion often referred to in policy making.

Applied Research is also original investigation undertaken in order to acquire new knowledge. It is, however, directed primarily towards a specific practical aim or objective.

Applied research is undertaken either to determine possible uses for the findings of basic research or to determine new methods or ways of achieving specific and predetermined objectives. It involves considering the available knowledge and its extension in order to solve particular problems. In the business enterprise sector, the distinction between basic and applied research is often marked by the creation of a new project to explore promising results of a basic research programme.

The results of applied research are intended primarily to be valid for a single or limited number of products, operations, methods or systems. Applied research gives operational form to ideas. The knowledge or information derived from it is often patented but may be kept secret.

It is recognized that an element of applied research can be described as strategic research, but the lack of an agreed approach to its separate identification prevents making a recommendation.

Experimental development is systematic work, drawing on existing knowledge gained from research and/or practical experience that is directed to producing new materials, products or devices, to installing new processes, systems and services, or to improving substantially those already produced or installed.

HESA documents also illustrate the detailed classification provided by the Frascati Manual:

- a. The determination of the amino-acid sequence of an anti-body molecule would be basic research. Such investigations undertaken in an effort to distinguish between anti-bodies of various diseases would be applied research. Experimental development would then consist of devising a method for synthesising the anti-body for a particular disease, based on the knowledge of its structure, and clinically testing the effectiveness of the synthesized anti-body on patients who have agreed to accept experimental advanced treatment.
- b. Theoretical investigation of the factors determining regional variations in economic growth is basic research: however, such an investigation performed for the purpose of developing governmental policy would be applied research. The development of operational models based upon laws revealed through research for the modification of regional disparities would be experimental development.

WHAT DOES NOT COUNT AS RESEARCH?

The definition of research exclude some activities, notably routine testing and analysis of materials, components and processes, such as for the maintenance of national standards, as distinct from the development of new analytical techniques, routine testing and analysis of products; feasibility studies; routine software development; and general purpose data collection. It also excludes the development of teaching materials that do not embody original research.

However, deciding whether a piece of work is or is not research is often not straightforward, and the Frascati Manual is the key reference. This document excludes routine work except where carried out solely or primarily for the purposes of an R&D project. The principle here is that it is the context rather than the content that determines the classification.

R&D must be distinguished from a wide range of related activities with a scientific and technological basis. These other activities are very closely linked to R&D both through flows of information and in terms of operations, institutions and personnel, but as far as possible, they should be excluded when assessing R&D.

Education and Training

All education and training of personnel in universities and special institutions of higher and post-secondary education should be excluded.

In institutions of higher education, research and teaching are always very closely linked, as most academic staff do both, and many buildings, as well as much equipment, serve both purposes. Because the results of research feed into teaching, and because information and experience gained in teaching can often result in an input to research, it is difficult to define where the education and training activities of higher education staff and their students end and R&D activities begin, and vice versa. Its elements of novelty distinguish R&D from routine teaching and other work-related activities. Deciding whether or not to consider as R&D those scientific activities that are the by-products of educational or training activities does present a problem. It exists for a number of the following cases:

- Postgraduate students at the PhD level and their activities.
- Supervision of students by university staff.
- Specialized health care.
- Personal education of academic staff (own reading).

Postgraduate students at the PhD level

In some OECD countries, the “postgraduate student” is not a standard national category. In such cases, the R&D activity of such persons is probably included with that of other part-time teaching staff.

However, in countries where such students constitute a recognized category, the borderline between their R&D and their education and training is particularly hard to establish. The activities of both the postgraduate students themselves and of their teachers need to be taken into consideration.

Parts of the curricula for studies at International Standard Classification of Education (ISCED) level 6 (This level is reserved for tertiary programmes which lead to the award of an advanced research qualification. The programmes are therefore devoted to advanced study and original research and are not based on course-work only. It typically requires the submission of a thesis or dissertation of publishable quality which is the product of original research and represents a significant contribution to knowledge) are highly structured, involving, for instance, study schemes, set courses, compulsory laboratory work, etc. Here, the teacher transmits knowledge and trains in research methods. Students who fall under this heading typically attend compulsory courses, study the literature on the subject, learn research methodology, etc. These activities do not fulfill the criterion of novelty specified in the definition of R&D.

In addition, in order to obtain a final qualification at ISCED level 6, students are also expected to prove their competence by undertaking relatively independent study usually containing the elements of novelty required for R&D projects and presenting their results. These activities should, therefore, be attributed to R&D, and any supervision by the teacher should be as well. In addition to R&D performed within the framework of courses of postgraduate education, it is possible for both teachers and students to be engaged in other R&D projects.

In addition, students at this level are often attached to or directly employed by the establishment in which they study and have contracts or similar engagements which oblige them to teach at lower levels or to perform other activities, such as specialized medical care, while allowing them to continue their studies and to do research.

Supervision of students

Closely allied to the problem of identifying the R&D element of postgraduate students' work is that of extracting the R&D component of the time spent by academic supervisors on supervising these students and their research projects.

Such supervision activities should be included in R&D only if they are equivalent to the direction and management of a specific R&D project containing a sufficient element of novelty and having as its object to produce new knowledge. In such cases, both the academic staff member's supervision and the student's work should be included as R&D. If the supervision merely deals with the teaching of R&D methods and the reading and correction of theses and dissertations or the work of undergraduate students, it should be excluded from R&D.

Usually, such specialized health care is not considered R&D, and all medical care not directly linked to a specific R&D project should be excluded from the R&D.

Personal education of academic staff

This activity covers time spent on activities such as continued professional learning ("own reading"), attendance at conferences and seminars, etc.

In distinguishing R&D from related activities, the question of whether "own

reading” should be included as part of R&D activities is often raised. It is certainly part of the general professional development of research staff and, in the long term, the knowledge and experience gained are incorporated into the researcher’s thinking about, if not into the actual implementation of, R&D. Own reading, in fact, constitutes a cumulative process, and when the information gained from this activity is translated into research activity, it will be measured as R&D.

Only personal education carried out specifically for a research project should be considered as an R&D activity.

Other related scientific and technological activities

The following activities should be excluded from R&D except when carried out solely or primarily for the purposes of an R&D project.

Scientific and technical information services - The specialized activities of collecting, coding, recording, classifying, disseminating, translating, analyzing, and evaluating by scientific and technical personnel, bibliographic services, patent services, scientific and technical information, extension and advisory services, and scientific conferences are to be excluded, except when conducted solely or primarily for the purpose of R&D support (e.g. the preparation of the original report of R&D findings should be included in R&D).

Specialized health care - This concerns routine investigation and normal application of specialized medical knowledge. There may, however, be an element of R&D in what is usually called “specialized health care”, when it is carried out, for example, in university hospitals.

In university hospitals where the training of medical students is an important activity in addition to the primary activity of health care, the activities of teaching, R&D and advanced as well as routine medical care are frequently closely linked. “Specialized health care” is an activity that is normally to be excluded from R&D. However, there may be an element of R&D in what is usually called specialized health care, when carried out, for example, in university hospitals. It is difficult for university doctors and their assistants to evaluate the part of their overall activities that is exclusively R&D.

Criteria for distinguishing R&D from related activities

The basic criterion for distinguishing R&D from related activities is the presence in R&D of an appreciable element of novelty and the resolution of scientific and/or technological uncertainty, i.e. when the solution to a problem is not readily apparent to someone familiar with the basic stock of common knowledge and techniques for the area concerned. Table 1 identifies some supplementary criteria for distinguishing R&D.

Table 1.

Supplementary criteria for separating R&D from related scientific, technological and industrial activities

-
- A. What are the objectives of the project?
 - B. What is new or innovative about this project?
 - Is it seeking previously undiscovered phenomena, structures or relationships?
 - Does it apply knowledge or techniques in a new way?
 - Is there a significant chance that it will result in new (extended or deeper) understanding of phenomena, relationships or manipulative principles of interest to more than one organization?
 - Are the results expected to be patentable?
 - C. What staff is working on the project?
 - D. What methods are being used?
 - E. Under what programme is the project funded?
 - F. How general are the findings or results of the project likely to be?
 - G. Does the project fall more naturally into another scientific, technological or industrial activity?
-

Source: Organization for Economic Co-operation and Development (OECD)

One aspect of these criteria is that a particular project may be R&D if undertaken for one reason, but not if carried out for another, as shown in the following example:

In the field of medicine, routine autopsy on the causes of death is the practice of medical care and is not R&D; special investigation of a particular mortality to establish the side effects of certain cancer treatments is R&D. Similarly, routine tests such as blood and bacteriological tests carried out for doctors are not R&D, whereas a special programme of blood tests in connection with the introduction of a new drug is R&D.

APPENDIX II-D

IMPLEMENTING RULES AND REGULATIONS ON THE GRANTING OF RESEARCH INCENTIVES TO FACULTY MEMBERS AND ACADEMIC SUPPORT PERSONNEL INVOLVED IN RESEARCH ACTIVITIES

(Effective 2016-2017)

RATIONALE

The Medicine, Undergraduate and Academic Support Personnel Manuals (SY 2009-2012) have all highlighted the significance of the conduct of research of every member of the Academic Community. In fact, it has been included in the list of duties and responsibilities of the members. Everyone is encouraged to engage in research for professional growth and to explore other areas of inquiries. These may include basic and applied research, published and articles, monographs, or books, seminar papers, feasibility studies, creative works, and other research outputs related to professional activities.

RESEARCH INCENTIVES

1. Guaranteed or Protected Time for Research

A research project or grant shall stipulate a “guaranteed or protected” time. As such, the Faculty Member/Academic Support Personnel may request the Dean and/or the Director for less teaching or work load to ensure fulfillment of the project (refer to the College of Medicine, Undergraduate Faculty and Academic Support Manuals).

The Faculty Members and ASP are hereby guaranteed fifty percent (50%) protected time for research activities. Fifteen (15) hours of reporting only instead of thirty (30) hours per week and nine (9) units deloading for faculty members and twenty (20) hours only in the case of the ASP. However, faculty members may opt to avail also of the nine (9) unit-overloading aside from the fifteen (15) of the total number of units of deloading/overloading shall be given to the Principal Researcher and the rest shall be divided equally among all other researchers/co-authors.

2. VCA's Award for Scholarship Productivity

2.1 Permanent faculty members with a minimum rank of Associate Professor/Academic Support Personnel with a minimum rank of ASP3-1 and whose papers have been published in an internationally recognized peer reviewed journal provided the name of the institution is clearly identified in the destination of the author in the journal article shall receive the following incentives;

- Principal/Sole author - 100% of monthly salary
- Co-authors - 50% of monthly salary

2.2 Professional and academic chair holders also qualify for the

incentive if they publish a paper in an internationally accepted peer reviewed journal over and above that required by the chair they hold.

- 2.3 The author should apply for the award and submit all supporting documents to the Dean/Director concerned and endorsed to the Vice Chancellor for Research. The VC for Research recommends to the Vice Chancellor for Academics for final approval.
- 2.4 One paper/entry qualifies for one award for the school year.
- 2.5 Collaborative researches within DLSHSI or with other agencies may also qualify. The members of the research team must decide among themselves who become the principal author as well as the concomitant distribution of the research incentive.

NOTE: Budget for this purpose shall be taken from the Research Fund of the Vice Chancellor for Academics and the colleges/ departments concerned.

3. Financial Incentive for Presentation

- 3.1 Full-time permanent faculty members/ASP whose papers shall be presented in an international conference/convention shall receive one hundred dollars (\$100) for Asian countries and two hundred (\$200) dollars for other countries in the world as financial incentive with no liquidation (refer to the Policies, Standards and Guidelines on the Faculty/Academic Support Personnel Development and Continuing Success Program). On the other hand, full-time permanent faculty members/ASP whose papers shall be presented in an international conference/convention which shall be held in the Philippines shall receive PhP3,000.00 as financial incentive with no liquidation.
- 3.2 The author should apply for the incentive and submit all supporting documents to the Vice Chancellor for Academics duly endorsed by the Dean/Director.
- 3.3 Only one (1) paper-one (1) oral presentation in an international conference abroad qualifies for one (1) incentive every school year.
- 3.4 Poster presentation is not covered by the aforesaid incentive.

4. Points for Faculty Promotion

Credits and points for faculty promotion in step/rank are awarded to author of published or unpublished completed research works (refer to College of Medicine, Undergraduate Faculty and Academic Support Personnel Manuals).

Work Cited:

Frias, M.V. et al., (2012). Research Manual. De La Salle Health Sciences Institute, Angelo King Medical Research Center: City of Dasmarias, Cavite, Phils. Medicine, Undergraduate and Academic Support Faculty Manuals (2012).

CONCURRED:

(Sgd.) Margel C. Bonifacio, PhD
Dean, College of Humanities and Sciences

(Sgd.) Fedelyn P. Estrella, RMT, MPH
Dean, College of Medical Laboratory Science

(Sgd.) Susan A. Olavides, RRT, EdD
Dean, College of Medical Radiation Technology

(Sgd.) Madeleine Grace M. Sosa, MD, FPPS, FPNA, FCNSP, MSCE
Dean, College of Medicine

(Sgd.) Ederlyn T. Lumabi, RN, MAN
Dean, College of Nursing

(Sgd.) Alicia P. Catabay, RPH, MSC, PhD
Dean, College of Pharmacy

(Sgd.) Amiel C. Adajar, MD, FPARM
Dean, College of Rehabilitation Sciences

(Sgd.) Patricia Cecilia M. Sy-Santos, MD
Dean, Office of Student Services

(Sgd.) Naomi M. De Aro, RN, MAN, EdD
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(Sgd.) Shirard Leonardo C. Adiviso, MD, MPHEd, FPCS
Director, Continuing and Innovative Education in the Health Profession

(Sgd.) Ma. Cecilia D. Licuan, PTRP, PhD
Director, Alumni Relations and Assistance Office

(Sgd.) Maria Corazon E. Gurango, MD
Director, Comprehensive Community Health Training Program

(Sgd.) Efren M. Torres Jr., MLIS
Director, Romeo P. Ariniego, MD Library Services

RECOMMENDING APPROVAL:

(Sgd.) JUANITO O. CABANIAS, PhD
Vice Chancellor

APPENDIX II-E

De La Salle Health Science Institute
 Office of the Vice Chancellor for Academics
DISCLOSURE FORM

DISCLOSURE FORM

NAME:		TITLE/RANK
Surname/Given Name/Middle Name		
COLLEGE/DEPARTMENT/UNIT:	E-MAIL:	PHONE:

ALL faculty members/ASP must obtain written prior approval before engaging in any professional activity (outside the scope of their primary responsibilities in the College/Department, whether inside or outside DLSHSI) that might create the perception of or potential for Conflict of Interest or Commitment.

To comply with this, ALL faculty members/ASP are required to complete and submit, at least on an ANNUAL basis, this DISCLOSURE FORM to their Dean/Director duly endorsed by the Program Director/Chair for evaluation and approval at both the Dean and Vice Chancellor for Academic/VC concerned.

The information disclosed in this FORM shall be treated with utmost confidentiality.

If a proposed activity poses or appears to pose a Conflict of Interest or Commitment, the Dean/Director through the Program Director/Chair shall work with the faculty/ASP to develop a management plan to mitigate the conflict.

Failure to return a completed DISCLOSURE FORM or provide complete disclosure information may result in appropriate disciplinary actions.

N.B. The provisions and related guidelines on Outside Professional Activities, Conflict of Interest and Conflict of Commitment should be read before completing this DISCLOSURE FORM.

All questions in this FORM pertain to your professional activities for the current school year. Should you require additional assistance, please consult your Dean/Director through the Program Director/Chair.

The College/Department reserves the right to validate the information disclosed herein, and additional information may be requested as part of the review process.

An AMENDED DISCLOSURE FORM must be voluntarily and promptly submitted, at any subsequent point during the current school year, should any information, activity/commitment, or interests change, so as to render inaccurate your responses to any of questions herein.

FACULTY/ASP CERTIFICATION
<p>I hereby certify that I have read the provision and related guidelines on Outside Professional Activities, Conflict of Interest and Commitment, and I understand the requirement for this disclosure.</p> <p>I certify that, to the best of my knowledge and belief, I have completed this DISCLOSURE FORM truthfully, fully and accurately, as of the date hereof.</p> <p>I further certify that I shall update the information disclosed in this FORM upon any material change in circumstances.</p> <p style="text-align: right;">Date: _____</p> <p>_____</p> <p><i>Signature</i> over PRINTED NAME</p>

PART I

Tick the applicable box. If you need more room, you may use the back of this paper, an extra sheet, or the electronic copy of this FORM (available from the Office of the Dean/Director)

<p>1. Are your current (or prospective) non-DLSHSI activities/commitments so substantial or demanding of your time and attention as to interfere with your primary responsibilities to the College/Department?</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>2. Do you (or will you) make significant use, beyond that of a purely incidental nature, of DLSHSI resources (e.g. facilities, equipment, supplies, communication devices, confidential information) to support any of your activities that do not directly pertain to your primary responsibilities to the College/Department?</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>3. Are you engaged (or will you be engaged) in external consulting activity?</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>4. Do you have (or will you have) any non-DLSHSI employment that provides you compensation?</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>5. Are you involved (or will you be involved) through participation (as investigator, member/staff, or paid consultant) in projects supported by government or private grants?</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>
<p>6. Are you involved (or will you be involved) through participation in testing, trials, research, technology or product development, management or evaluation owned/controlled by a business in which you (or your immediate family members or persons with whom you have close or business relationship) have financial or other interests?</p> <p>NO <input type="checkbox"/></p> <p>YES <input type="checkbox"/></p>

7. Have you assigned (or will you assign) students, trainees, or subordinates to projects supported by a business in which you (or your immediate family members or persons with whom you have close or business relationship) have financial or other interests?

NO

YES

8. Are you involved (or will you be involved) through participation or taking administrative action of grants, contracts, purchase orders, lease arrangements, rentals, or donations from a business in which you (or your immediate family members or persons with whom you have close or business relationship) have financial or other interests?

NO

YES

9. Do you hold (or will you hold) a top management position (with significant decision-making authority) in a business engaged in activities related to your institutional responsibilities, or in any entity that conducts or seeks to conduct business with DLSHSI?

NO

YES

10. Do you (or will you) or your immediate family members or persons with whom you have close or business relationship, have financial or other interests in a business that competes with the services, products, awards or grants, bids for sponsored research, or with other activities in which DLSHSI is or might become engaged?

NO

YES

11. Do you receive (or will you receive) compensation, gift, or gratuity from entities doing business with the DLSHSI?

NO

YES

12. Are any of your family members employed by or are students at DLSHSI?

NO

YES

13. Are you (or will you be) in a position to participate, directly or indirectly, in a decision-making process (e.g. employment, employee benefit, work assignment, student admission, purchase order) that involves direct benefit to you or to a person with whom you have intimate or family relationship?

NO

YES

14. Do you have (or will you have) a direct reporting/evaluation relationship with an employee, or a supervisory/evaluation relationship with a student with whom you have intimate or family relationship?
 NO
 Yes

15. Are there any other activities, commitments, or relationships that might present a real or perceived Conflict of Interest or Commitment that you wish to disclose?
 NO
 Yes

PART II – ADMINISTRATIVE REVIEW AND ACTION

ADMINISTRATIVE REVIEW:	CHAIR/PROGRAM DIRECTOR	DEAN/DIRECTOR
I have considered the disclosure statements contained herein, and I have determined that: <ul style="list-style-type: none"> • That the activities/relationships disclosed pose NO real, perceived or potential Conflict • That the activities/relationships disclosed pose a real, perceived or potential Conflict, but NO further action is necessary • That the activities/relationships disclosed pose probable conflict that warrants development of a management and monitoring plans to mitigate the conflict • That the activities/relationships disclosed constitute unacceptable conflict 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

DEPARTMENT CHAIR/PROGRAM DIRECTOR'S ACTION:

ENDORSED TO THE DEAN/DIRECTOR

ENDORSED TO THE DEAN/DIRECTOR (contingent upon satisfactory implementation of management and monitoring plans)

DISAPPROVED (Prohibited)

Signature over PRINTED NAME
 CHAIR/PROGRAM DIRECTOR, Department of: _____

Date: _____

DEAN/DIRECTOR'S ACTION:

ENDORSED FOR APPROVAL

ENDORSED FOR APPROVAL (contingent upon satisfactory implementation of management and monitoring plans)

DISAPPROVED (Prohibited)

Signature over PRINTED NAME
 DEAN/DIRECTOR, College/Department of: _____

Date: _____

VCA/SVC CONCERNED ACTION:

APPROVED

DISAPPROVED

Signature over PRINTED NAME
 Vice Chancellor/Division of: _____

Date: _____

APPENDIX II-F

POLICIES AND GUIDELINES FOR THE PREVENTION AND INVESTIGATION OF SEXUAL HARASSMENT CASES

1. COMMITTEE ON DECORUM

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

1.1 Principal Function

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

1.2 Composition

The Committee shall be composed of the following:

- The Vice-Chancellor for Academics, as Chair,
- The Faculty Association President representing the faculty,
- The President of the Student Council representing the students, and
- The President of the Employee's Association representing the staff.

The Committee shall report to the Executive Vice-President

1.3 Specific Powers and Functions

- 1.3.1 Conducts meetings and consultations with sectors of the academic community.
- 1.3.2 Promulgates rules or guidelines as may be necessary for the effective implementation of the Anti-Sexual Harassment Act of 1995.
- 1.3.3 Undertakes activities in information dissemination consciousness-raising and over-all better appreciation by the academic community of the issues relating to sexual harassment.
- 1.3.4 Constitutes the proper-sub-committee for the investigation and hearing of sexual harassment case.
- 1.3.5 Exercises other powers as may be necessary to enforce the Act.

1.4 Jurisdiction

The Committee shall have jurisdiction over all faculty members, whether Full-Time or Part-Time, permanent or probationary, and who have subsisting and executory employment contracts with College/DLSMSHI, verbal or written, or on a semestral or yearly basis.

2. SUB-COMMITTEE TO HEAR AND INVESTIGATE SEXUAL HARASSMENT CASES

Upon receipt of a complaint alleging sexual harassment committed by any person wherein it has jurisdiction, the Committee shall constitute an Ad-Hoc Sub-Committee to investigate, hear and decide the case, hereinafter called the Sub-Committee.

2.1 Composition

The Sub-Committee shall be composed of at least three members designated by the Committee in accordance with implementing guidelines.

2.2 Powers and Functions

2.2.1 Investigates, hears and decides sexual harassment cases for which it was constituted.

2.2.2. Issues subpoena and other necessary writs and processes for the effective, efficient, objective, impartial and expedient disposition of cases.

2.2.3 Makes factual and administrative findings, renders the corresponding decision, and imposes the appropriate penalty in accordance with these policies and guidelines.

2.2.4 Exercise other powers necessary to enforce the Anti-Sexual Harassment Act of 1995.

3. TYPES OF OFFENSES

Forms of Prohibited Acts

3.1. Physical assault of a sexual nature, such as but not limited to:

3.1.1. rape, sexual battery, molestation, or attempts to commit these assaults; and

3.1.2. intentional physical contact which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against the victim's body, or poking the victim's body.

3.2. Unwanted sexual advances, propositions or other sexual comments, such as but not limited to:

3.2.1. sexually-oriented gestures, noises, remarks, jokes, or comments about person's sexuality or sexual experiences directed at or made in the presence of the complainant who indicates or has indicated in any way that such conduct in his or her presence in unwelcome;

3.2.2. preferential treatment of promise of preferential treatment to

- the complainant for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
- 3.2.3. subjecting or threats of subjecting, the complainant to unwelcome sexual attention or conduct intentionally making performance of the complainant's task more difficult because of that complainant's gender
- 3.3. Retaliation for sexual harassment complaints, such as but not limited to:
- 3.3.1. disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work or school matters with the complainant because he or she has complained about or resisted harassment, discrimination or retaliation; and
 - 3.3.2. intentionally pressuring, falsely denying, lying about or otherwise covering up or attempting to cover up conduct such as that described in any item above.
- 3.4. Other acts:
- 3.4.1. The above is not to be construed as an all-inclusive list of prohibited acts under these policies and guidelines.
 - 3.4.2. Sexual harassment is unlawful and hurts all members of the academic community. Sexually oriented acts or sex-based conduct has no legitimate purpose in an educational institution. Accordingly, anyone who engages in such conduct should be and will be made to bear full responsibility for such unlawful conduct.

4. Procedures

- 4.1. Complaint
- 4.1.1. A formal charge or complaint, in writing and under oath, shall be filed with the Chair of the Committee by the aggrieved party or by any person having direct knowledge of the commission of the act accused of, or by, aggrieved party (the victim) shall be the principal witness.
 - 4.1.2. The written complaint shall contain the following information:
 - 4.1.2.1 the name of the person or persons against whom the complaint is filed; and
 - 4.1.2.2 a narration of the pertinent facts and circumstances of the case
 - 4.1.3. The complaint shall be signed by the complainant and sworn to.
 - 4.1.4. The respondent shall be notified by the Committee in writing of the complaint filed against him or her with a copy of the complaint attached at least five (5) days prior to the scheduled hearing.

4.2. Answer

- 4.2.1. Respondent shall be required to answer the complaint in writing and under oath within three days from receipt of the complaint
- 4.2.2. Failure of the respondent to file and answer within the prescribed period of time shall be deemed an admission of the principal act complained of.

4.3 Notice of Hearing

Upon receipt of the answer or should respondent fail to file and answer, the case shall be scheduled for hearing and the corresponding notice of hearing shall be issued to the concerned parties by the Sub-Committee. If the victim of sexual harassment is a student, the parents or guardian shall also be sent a copy of the notice.

The issuance of a notice of hearing shall be mandatory.

4.4 Hearing

On the day of the hearing, the procedures shall be as follows:

- 4.4.1 In a sexual harassment cases, the appearance of counsel shall be allowed. However, it shall be the responsibility of the concerned parties to see to it that their lawyers have the time to attend to the case, shall adhere strictly to the rules, and shall not cause unnecessary delay of the proceedings. In any event, the Chair of the Sub-Committee shall exercise complete control of the proceedings at all stages. He or she shall use every and all reasonable means to ascertain the facts in each case speedily and objectively without regard to the technicalities of law or procedure, all in the interest of fair play.
- 4.4.2. Should the complainant fail to appear on the scheduled initial hearing despite notice, the case shall be dismissed. On the other hand, should the respondent fail to appear for the initial hearing after due notice and without sufficient cause, this shall be placed on record and the hearing shall proceed ex- parte without prejudice to the respondent's appearance in subsequent hearings.
- 4.4.3. Evidence (testimonial or documentary) shall be limited to the allegation in the written complaint or answer.
- 4.4.4. Witnesses shall testify under oath.
- 4.4.5. The Chair may rule on the exclusion of other witnesses when a witness for the same party testifies, and shall be allowed reentry only when their respective turns come. He or she shall likewise have the power to rule on the admissibility of evidence presented, or testimony given.
- 4.4.6 The hearing, shall be completely under the control of the Chair of the Sub-Committee. He or she shall conduct the examination of the complainant and his or her witnesses as well as those of the respondent and his or her witnesses. Other members of the Sub-Committee may only ask clarificatory questions.

4.4.7. Counsels for both parties may be allowed but only for the purpose of seeing to it that due process is observed. Counsels cannot, however, ask questions. If parents of the parties are present during the hearing, they shall be there only as observers.

4.4.8. A record of the entire proceedings shall be properly transcribed and filed in the records of the case. The proceedings may likewise be tape recorded by the Sub-Committee, and shall likewise be filed immediately with the Chair, who shall take custody of all the records of the proceedings. The parties may be furnished copies of the transcript of the proceedings upon request.

4.5. Decision

4.5.1. The duty of the Sub-Committee shall be to find and establish facts which shall be the basis for the Sub-Committee to render a decision in the manner provided.

4.5.2. A majority vote of the Sub-Committee shall be sufficient to pass a judgment in a case. But if the penalty imposed is dismissal, a unanimous vote shall be necessary. It shall be the duty of all members of the Sub-Committee to cast their votes. No abstentions shall be allowed.

4.5.3. The Sub-Committee shall render a decision within five (5) days from the date of the last hearing which the decision shall be in writing stating the reasons for the decision. Copies of the decision shall immediately be furnished to all parties, to the Committee and to Executive Vice-President. A copy of the decision together with a copy of the complaint shall be filed in and form part of the record of the respondent with the College.

4.5.4. Any party not satisfied with the decision rendered may file a motion for reconsideration with the office of the Executive Vice-president stating the grounds therefore, within five (5) days from receipt of the decision. Only one motion for the reconsideration will be allowed and entertained. The decision of the Sub-Committee shall immediately become final and executory if neither party avails of this remedy within the prescribed period.

4.6 Sanctions

Sanctions shall be determined according to the gravity of the offense.

4.6.1. The penalties imposable in cases of proven sexual harassment are:

4.6.1.1. Severe reprimand

4.6.1.2. Suspension without pay, with prejudice in subsequent promotion, reclassification and permanency.

4.6.1.3. Dismissal from DLSMHSI upon clearance from the Department of Labor and Employment.

4.6.2. Any person's first proven offense of assault or threat of assault, including assault of a sexual nature, shall result in dismissal.

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

Alleged retaliation against a sexual harassment complainant will result in non-disciplinary oral counseling. Any form of proven retaliation will result in suspension or discharge upon the first proven offense, depending upon the nature and severity of the retaliatory acts, and discharge upon the second proven offense.

In cases where the imposable penalty appears harsh or incongruent to the offense or the circumstances attending the commission of the offense thereof, the Sub-Committee shall nonetheless meted out the proper penalty under these rules. The Sub-Committee, in these cases, may however, recommend to the Vice Chancellor for Academics that such imposed penalty be commuted or reduced.

4.7 Appeal

- 4.7.1. The party aggrieved by the decision of the sub-committee may file an appeal to the Vice Chancellor for Academics (VCA) through the Committee within five (5) working days from receipt of the decision.
- 4.7.2. A perfected appeal of the decision shall not stay the execution of the sanction meted out by the decision. However, in case of reversal of the decision on appeal, execution of the sanction shall not in any way prejudice the respondent.
- 4.7.3. Upon lapse of five (5) working days from receipt of the decision by the respondent, in the absence of a perfected appeal within such period, the decision shall immediately executor be final and executory.
- 4.7.4. The VCA shall decide the appeal within five (5) working days from receipt of the records or submissions of the last thereof. Such decision shall immediately final and executory.

4.8 Resort to the courts

- 4.8.1. All complainants, respondents, and witnesses upon submission to the jurisdiction of the Committee, shall be bound to respect the proceedings therein and wait for final termination thereof, including appeal proceedings, before resorting to the courts.
- 4.8.2. In recognition of the primary jurisdiction of the College over them, the complainants, respondents, and witnesses shall be bound to respect and abide by the procedures and policies of the Committee herein as well as any other rules heretofore promulgated and duly published, and shall, thus, refrain from hampering, interrupting of frustrating, willfully or otherwise, said

4.8.3. proceedings are any incidents thereof, by obtaining any appropriate writ or process from the courts.

4.8.4. Nothing shall be interpreted, construed or demand to diminish the rights of the parties under the law.

4.9 Malicious prosecution

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

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

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

4.9.3.1. The College shall require that all pleadings filed with the Sub-Committee be under oath and duly notarized.

4.9.3.2. The College shall endeavor to place the complainant, respondent, and witnesses under oath whenever asked to testify before the Sub-Committee.

4.9.3.3. The Sub-Committee shall, as far as practicable, observe the demeanor of the complainant, respondent, and witnesses as an indication of their own credibility as well as the credibility of their claims and testimonies.

4.9.3.4. The Committee shall accordingly publish these policies and guidelines for the information and guidance of the entire academic community.

APPENDIX IV-A

THE PHILIPPINE HEALTH INSURANCE CORPORATION

MANDATE

The National Health Insurance Program was established to provide health insurance coverage and ensure affordable, acceptable, available and accessible health care services for all citizens of the Philippines. It shall serve as the means for the healthy to help pay for the care of the sick and for those who can afford medical care to subsidize those who cannot. It shall initially consist of Programs I and II or Medicare and be expanded progressively to constitute one universal health insurance program for the entire population. The program shall include a sustainable system of funds constitution, collection, management and disbursement for financing the availment of a basic minimum package and other supplementary packages of health insurance benefits by a progressively expanding proportion of the population. The program shall be limited to paying for the utilization of health services by covered beneficiaries. It shall be prohibited from providing health care directly, from buying and dispensing drugs and pharmaceuticals, from employing physicians and other professionals for the purpose of directly rendering care, and from owning or investing in health care facilities. (Article III, Section 5 of RA 7875 as amended)

MEMBERS:

A. MEMBERS IN THE FORMAL ECONOMY

This member category includes those with formal contracts and fixed terms of employment including workers in the government and private sector, whose premium contribution payments are equally shared by the employee and the employer.

Who are the Formal Economy members?

- a. Government Employee

An employee of the government, who renders services in any of the government branches, military or police force, political subdivisions, agencies or instrumentalities, including government-owned and-controlled corporations, financial institutions with original charter, Constitutional Commissions, and is occupying either an elective or appointive position, regardless of status of appointment.
- b. Private Employee
 - i. Corporations, partnerships, or single proprietorships, NGOs, cooperatives, non-profit organizations, social, civic, or professional or charitable institutions, organized and based in the Philippines including those foreign owned;
 - ii. Foreign governments or international organizations with quasi-state status based in the Philippines which entered into an agreement with the Corporation to cover their Filipino employees in PhilHealth;

- iii. Foreign business organizations based abroad with agreement with the Corporation to cover their Filipino employees in PhilHealth.
- c. All other workers rendering services, whether in government or private offices, such as project-based contractors, and the like
- d. Owners of Micro Enterprises
- e. Owners of Small, Medium and Large Enterprises
- f. Household Help (as defined in Republic Act 10361 or “Kasambahay Law”)
- g. Family Drivers

Who are qualified as dependents?

The following also enjoy PhilHealth coverage without additional premiums

- Legitimate spouse who is not a member;
- Child or children - legitimate, legitimated, acknowledged and illegitimate (as appearing in birth certificate) adopted or stepchild or stepchildren below 21 years of age, unmarried and unemployed.
- Children who are twenty-one (21) years old or above but suffering from congenital disability, either physical or mental, or any disability acquired that renders them totally dependent on the member for support, as determined by the Corporation;
- Foster child as defined in Republic Act 10165 otherwise known as the Foster Care Act of 2012;
- Parents who are sixty (60) years old or above, not otherwise an enrolled member, whose monthly income is below an amount to be determined by PhilHealth in accordance with the guiding principles set forth in the NHI Act of 2013; and,
- Parents with permanent disability regardless of age as determined by PhilHealth, that renders them totally dependent on the member for subsistence.

Qualified dependents shall be entitled to a separate coverage of up to 45 days per calendar year. However, the 45 days allowance shall be shared among them.

Important:

Qualified dependents must be declared by the principal member. Their names must be listed under the principal member’s Member Data Record (MDR) to ensure hassle-free benefits availment

B. MEMBERS IN THE INFORMAL ECONOMY

Those who work for him/herself and are therefore both the employer and employee are qualified under this program

Who are the Members in the Informal Economy?

- a. Migrant Workers
 - documented or undocumented Filipinos who are engaged in a remunerated activity in another country of which they are not citizens
- b. Informal Sector
 - includes among others, street hawkers, market vendors, pedicab and tricycle drivers, small construction workers, and home-based industries and services.
- c. Self-Earning Individuals
 - individuals who render services or sell goods as a means of livelihood outside of an employer-employee relationship or as a career. These include professional practitioners including but not limited to doctors, lawyers, engineers, artists, architects and the like, businessmen, entrepreneurs, actors, actresses and other performers, news correspondents, professional athletes, coaches, trainers, and such other individuals.
- d. Filipinos With Dual Citizenship
 - Filipinos who are also citizens of other countries.
- e. Naturalized Filipino Citizens
 - those who have become Filipino citizens through naturalization as governed by Commonwealth Act No. 473 or the Revised Naturalization Law.
- f. Citizens of other countries working and/or residing in the Philippines
 - foreign citizens with valid working permits and/or Alien Certificate of Registrations (ACRs), working and/or residing in the Philippines

C. OVERSEES FILIPINOS

All Overseas Filipinos, documented or undocumented like seafarers on board international vessels, sea-based workers like rig workers, fishermen and land-based migrant workers are covered under the National Health Insurance Program. Likewise, Filipinos with dual citizenship, priests and nuns under religious missions, students with valid student visas, and other Filipinos living abroad are also covered.

- a. Sea-based Filipino workers or seafarers – any person who is employed or engaged in any capacity on board a seagoing ship navigating foreign seas other than a government ship used for military or non-commercial purposes. The definition shall include fishermen, cruise ship personnel and those serving foreign maritime mobile offshore and drilling units. (same definition of seafarer per '38 Rule II Part I of POEA Rules and Regulations Governing Recruitment and Employment of Seafarers'; (ss)

Section 1, Rule II of Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act No. 10022)

- b. Land-based overseas Filipino workers – an Overseas Filipino Worker who is other than a sea- based OFW
- c. Filipinos with Dual Citizenship – Filipinos who are also citizens of other countries.

D. LIFETIME MEMBERS

This category is for members who have reached the age of retirement under the law and have paid at least 120 monthly premium contributions.

Who are the Lifetime Members?

- a. Individuals aged 60 years and above and have paid at least 120 monthly contributions with PhilHealth and the former Medicare Programs of SSS and GSIS;
- b. Uniformed personnel aged 56 years and above and have paid at least 120 monthly contributions with PhilHealth and the former Medicare Programs of SSS and GSIS;
- c. SSS underground miner-retirees aged 55 years above and have paid at least 120m monthly contributions with PhilHealth and the former Medicare Programs of SSS and GSIS;
- d. SSS and GSIS pensioners prior to March 4, 1995

E. SENIOR CITIZENS

This category is for those who are 60 years old and above and are not currently covered by any of the existing membership categories of PhilHealth.

Who are Qualified?

- Filipino citizens who are residents of the Philippines, aged sixty (60) years or above and are not currently covered by any membership category of PhilHealth;
- Qualified dependents of senior citizen members who are also senior citizen themselves; and
- Qualified dependents of members belonging to other membership categories, with or without coverage who are senior citizens themselves.

Senior Citizens who are gainfully employed or who remain to have regular sources of income shall continue to pay their premium contributions to PhilHealth under the applicable membership categories.

F. SPONSORED MEMBERS

This category includes members whose contributions are being paid for by another individual, government agencies, or private entities.

Who else are included in this category?

- Members of the informal economy from the lower income segment who do not qualify for full subsidy under the means test rule of the DSWD, whose premium contribution shall be subsidized by the LGUs or shall be through cost-sharing mechanisms between/among LGUs, and/or legislative sponsors, and/or other sponsors and/or the member, including the National Government;
- Orphans, abandoned (children who have no known family willing and capable to take care of them and are under the care of the DSWD, orphanages, churches and other institutions) and abused minors, out-of-school youths, street children, persons with disability (PWD), senior citizens and battered women under the care of the DSWD, or any of its accredited institutions run by NGOs or any non-profit private organizations, whose premium contributions shall be paid for by the DSWD;
- Barangay health workers, nutrition scholars, barangay tanods, and other barangay workers and volunteers, whose premium contributions shall be fully borne by the LGUs concerned; and
- Un-enrolled women who are about to give birth, whose premium contributions shall be fully borne by the National Government and/or LGUs and/or legislative sponsors or the DSWD if such woman is an indigent as determined by it through the means test.

G. INDIGENT MEMBERS

To this category belong persons who have no visible means of income, or whose income is insufficient for family subsistence, as identified by the Department of Social Welfare and Development (DSWD), based on specific criteria.

Who Are Qualified

To this category belong persons who have no visible means of income, or whose income is insufficient for family subsistence, as identified by the Department of Social Welfare and Development (DSWD), based on specific criteria. All indigents identified by the DSWD under the National Household Targeting System (NHTS) for Poverty Reduction and other such acceptable methods, shall automatically be enrolled and covered under the Program. The female spouse of the families identified by DSWD may be designated as the primary member of the Program.

PHILHEALTH CONTRIBUTION TABLE**1. For Employed Members**

Effective starting January 2018, the monthly premium contributions shall be at the rate of 2.75% computed straight based on the monthly basic salary, with a salary floor of P10,000 and a ceiling of P40,000, to be equally shared by the employees and employer.

With the removal of the salary brackets, computation shall be based on the

Philhealth Premium Contribution Table [2018]			
Monthly Basic Salary x 2.75%	Monthly Premium	Personal Share	Employer Share
P10,000 and below	P275.00	P137.50	P137.50
P10,000.01 – P39,999.99	P275.02 – P1,099.99	P137.51 – P549.99	P137.51 – P549.99
P40,000 and above	P1,100	P550	P550

In compliance with the RA 10361, the premium contributions of household helpers should be shouldered by the employer. If the helper earns more than P5,000 monthly, he or she shall pay for his or her own contribution.

2. For OFWs

The same premium contributions of P2,400/year applies to OFW or those under the Overseas Workers Program applicable to land-based OFWs.

3. For Self-Employed Individually paying members

All members under this category can pay quarterly, semi-annually or annually.

- < P25,000 monthly income – P 2,400/year of contributions
- > P25,000 monthly income – P 3,600/year of contributions

4. For Sponsored Program Members

Sponsored members whose premium contributions are fully or partially subsidized by their sponsors—such as LGUs, Private Entities, Legislators, and National Government Agencies—fall under this category.

Annual premium for members under this category are entitled to contribute Php 2,400 annually.

WHAT ARE THE BENEFITS TO PHILHEALTH?

To maximize your PhilHealth membership, it is important for you to know the benefits that you are entitled to, as well as the requirements you need to procure to allow you and your beneficiaries to fully enjoy your entitlements.

First thing to know are these basic items:

- You as a member and your qualified dependents are entitled to benefits for medical expenses for every sickness or operation.
- Both, you as a member and your legal dependents, can get equal benefits.
- Every year, there is an allocated 45 days hospitalization allowance for the member and 45 days to be divided to all qualified dependents. Hospitalization days in excess of 45 days will not be covered by PhilHealth.

Secondly, these benefits can be used by you as a member and your qualified dependents, provided that:

- You, as a member, have updated contributions (except Lifetime and Senior Citizen Members) or valid PhilHealth coverage (for Sponsored, Indigent, and OFWs).
- That the hospital or clinic that you went to is PhilHealth-accredited.
- And that the allocated 45 days in a year has not yet been consumed (except for other PhilHealth benefits such as hemodialysis)

1. INPATIENT BENEFITS

- These benefits are paid to the accredited Health Care Institution (HCI) through All Case Rates
- The case rate amount shall be deducted by the HCI from the member's total bill, which shall include professional fees of attending physicians, prior to discharge
- The case rate amount is inclusive of hospital charges and professional fees of attending physician
- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement
- Only admissible cases shall be reimbursed

2. OUT-PATIENT BENEFITS

- a. **Day Surgeries (Ambulatory Or Outpatient Surgeries)** Are Services That Include Elective (Non-Emergency) Surgical Procedures Ranging From Minor To Major Operations, Where Patients Are Safely Sent Home Within The Same Day For Post-Operative Care
 - Payments for these procedures are made to the accredited facility through All Case Rates
 - The case rate amount shall be deducted by the HCI from the member's total bill, which shall include professional fees of attending physicians, prior to discharge
 - The case rate amount is inclusive of hospital charges and professional fees of attending physician
 - Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement
- b. **RADIOTHERAPY**
 - The case rate for radiotherapy using cobalt is P2,000 per session and P3,000 per session for linear accelerator
 - Includes radiation treatment delivery using cobalt and linear accelerator

- Claims for multiple sessions may be filed using one (1) claim form for both inpatient and outpatient radiation therapy
- May be availed of even as second case rate (full case rate amount)
- 45 days benefit limit: One session is equivalent to one day deduction from the 45 allowable days per year
- If procedure is done during confinement, only the total number of confinement days shall be deducted
- Exempted from Single Period of Confinement (SPC) rule (admissions and re-admissions due to same illness or procedure within 90-calendar day period)
- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement

c. HEMODIALYSIS

- The Case Rate for hemodialysis is P2,600 per session
- Covers both inpatient and outpatient procedures including emergency dialysis procedures for acute renal failure
- Claims for multiple sessions may be filed using one (1) claim form for both inpatient and outpatient hemodialysis
- May be availed of even as second case rate (full case rate amount)
- 90 days benefit limit: One session is equivalent to one day deduction from the 90 allowable days per year
- If procedure is done during confinement, only the total number of confinement days shall be deducted
- The procedure is exempted from Single Period of Confinement rule (admissions and re-admissions due to same illness or procedure within 90-calendar day period)
- Availment condition: Member must have six (6) months contributions preceding the three months qualifying contributions within the 12-month period prior to the first day of confinement

d. OUTPATIENT BLOOD TRANSFUSION

- The case rate for outpatient blood transfusion is P3,640 (one or more units)
- Includes Drugs & Medicine, X-ray, Lab & Others, Operating Room
- Covers outpatient blood transfusion only
- One day of transfusion of any blood or blood product, regardless of the number of bags, is equivalent to one session
- May be availed of as second case rate (full case rate amount)
- 45 days benefit limit: One session for each procedure is equivalent to one day deduction from the 45 allowable days per year
Exempted from the SPC rule

e. PRIMARY CARE BENEFIT (PCB)

Coverage

- Indigent
- Sponsored Members
- Overseas Workers Program (Land-based)
- Organized Groups/iGroups

Disease Conditions:

- Asthma
- Acute Gastroenteritis (AGE) with no or mild dehydration
- Upper Respiratory Tract Infection (URTI)
- Pneumonia (minimal and low risk)
- Urinary Tract Infection (UTI)

Benefit Inclusions:

- Preventive Services
- Diagnostic Examinations (as recommended by the doctor)
- Drugs and Medicines

f. EXPANDED PRIMARY CARE BENEFIT (EPCB)

Coverage

- Formal Economy (Employed)
- Lifetime Members
- Senior Citizen

Disease Conditions:

- Asthma
- Acute Gastroenteritis (AGE) with no or mild dehydration
- Upper Respiratory Tract Infection (URTI)
- Pneumonia (minimal and low risk)
- Urinary Tract Infection (UTI)
- Hypertension
- Diabetes Mellitus Type II

Benefit Inclusions:

- Health screening and assessment/consultation
- Essential Services (based on the life stage as indicated in the AO 2017-0012: Guidelines on the Adoption of Baseline Primary Health Care Guarantees for All Filipinos)
- Drugs and Medicines

g. Z-BENEFITS

BENEFIT PACKAGE	AMOUNT OF BENEFIT
Acute Lymphocytic / Lymphoblastic Leukemia (standard risk)	P500,000
Breast Cancer (stage 0 to IIIA)	P100,000
Prostate Cancer (low to intermediate risk)	P100,000
End-stage renal disease eligible for requiring kidney transplantation (low risk)	P600,000
Coronary Artery Bypass Graft Surgery(standard risk)	P550,000
Surgery for Tetralogy of Fallot in Children	P320,000
Surgery for Ventricular Septal Defect in Children	P250,000
Cervical Cancer: - Chemoradiation with Cobalt and Brachytherapy (low dose) or Primary surgery for Stage IA1, IA2 - IIA1	P120,000
- Chemoradiation with Linear Accelerator and Brachytherapy (high dose)	P175,000
Z- MORPH (Mobility, Orthosis, Rehabilitation, Prosthesis Help)	
- first right and/or left below the knee	P15,000
- both limbs	P30,000
Expanded Z-MORPH	
Selected Orthopedic Implants	
1. Implants for Hip Arthroplasty	
- Implants Hip Prosthesis, cemented*	P103,400
- Total Hip Prosthesis, cementless**	P169,400
- Partial Hip Prosthesis, bipolar	P73,180
* cemented: 66 years old and above	
** cementless: 65 years and 364 days old and below	
2. Implants for Hip Fixation	
- Multiple screw fixation (MSF)*** 6.5mm cannulated cancellous screws with washer	61,500
***59 years and 364 days old and below (both displaced and undisplaced fracture); 60 years old and above (undisplaced fracture)	
3. Implants for Pertochanteric Fracture	
- Compression Hip Screw Set (CHS)	P69,000
- Proximal Femoral Locked Plate (PFLP)	P71,000
4. Implants for Femoral Shaft Fracture	
- Intramedullary Nail with Interlocking Screws	P48,740

- Locked Compression Plate (LCP) – Broad / Metaphyseal / Distal Femoral LC	P50,740
“PD First” - for End-Stage Renal Disease Requiring Peritoneal Dialysis	P270,000 /yr
Colon and Rectum Cancer	
Colon Cancer	
- Stage I-II (low risk)	P150,000
- Stage II (high risk) – III	P300,000
Rectum Cancer	
- Stage I (clinical and pathologic)	P150,000
Pre-operative clinical stage I but with post-operative pathologic stage II-III	
- using linear accelerator as mode of radiotherapy)	P400,000
- using cobalt as mode of radiotherapy	P320,000
Clinical Stage II-III	
- using linear accelerator as mode of radiotherapy)	P400,000
- using cobalt as mode of radiotherapy	P320,000
PREMATURE and SMALL NEWBORN	
Prevention of Preterm Delivery	
1. Prevention of preterm delivery with severe pre-eclampsia/eclampsia	P3,000.00
2. Prevention of preterm delivery, with preterm pre-labor rupture of membrane (pPROM)	P1,500.00
3. Prevention of preterm delivery without pre-eclampsia/ eclampsia or rupture of membranes but with labor or vaginal bleeding or multifetal pregnancy	P 600.00
4. With coordinated referral and transfer from a lower level of facility	P4,000.00
Preterm and Small Newborns (24 to < 32 weeks)	
1. Essential interventions for 24 to < 32 weeks	P 35,000.00
2. Essential intervention with minor ventilator support and Kangaroo Care for 24 weeks to < 32 weeks	P85,000.00
3. Essential interventions with major ventilatory support and Kangaroo Care for 24 weeks to < 32 weeks	P135,000.00
Preterm and Small Newborns (32 to < 37 weeks)	
1. Essential interventions for 32weeks to < 37 weeks	P24,000.00
2. Essential interventions with mechanical ventilation and Kangaroo Care for 32 weeks to < 37 weeks	P71,000.00
Children with Developmental Disabilities	
- Assessment and discharge assessment	P3,626.00 to P5,276.00
- Rehabilitation Therapy Sessions	P5,000.00 per set*

*Eligible children with developmental disability can only avail of a maximum of nine sets of therapies. Each set of therapies has a maximum of 10 sessions	
Children with Mobility Impairment	
- Requiring assistive devices	P13,110.00 to P163,540.00
- Requiring seating device, basic and intermediate wheelchair Yearly services and replacement of devices ranges from P1,590.00 – P13,690.00	P12,730.00 to P29,450.00
Children With Visual Disabilities	
Package code and rates for initial assessment and intervention	
- Initial assessment and intervention (i.e. rehabilitation and training) for Category 1 Visual impairment	P25,920.00
- Initial assessment and intervention (i.e. electronic assistive device, rehabilitation and training) for Categories 2, 3, and 4 Visual impairment	P31,920.00
- Initial assessment and intervention (i.e. electronic assistive device, rehabilitation and training) for Category 5 Visual impairment	P9,070.00
- Optical Aid 1: Low Power Distance, Categories 1, 2, 3 and 4 visual impairment eyeglasses + low power optical device	P7,350.00
- Optical Aid 2: High power Distance, Categories 1, 2, 3 and 4 visual impairment progressive eyeglasses + high optical device	P13,820.00
- Optical Aid 3: Colored Filter, Categories 1, 2, 3 and 4 visual impairment	P2,940.00
- White cane, Category 5 visual impairment	P1,000.00
Description for add-on* devices	
*These add-on assistive devices are availed of on top of the benefits for initial assessment and intervention for the Z Benefits for visual disabilities.	
Description for yearly diagnostics, after the first year of enrolment	
- Yearly Diagnostics for Categories 1, 2, 3 and 4	P 3,220.00
- Yearly follow up consultation for Category 5	P 780.00
Description for other benefits	
- Electronic Aid Replacement done every 5 years	P 6,000.00
- Ocular Prosthesis, per eye	P 20,250.00

** Ocular prosthesis may be availed of exclusively or with any of the benefits for visual disabilities if the child fulfills the inclusion criteria stated in Item VII.1. c of PhilHealth Circular 2018-0010	
Children With Hearing Impairment	
Description for assessment and hearing aid provision of children 0 to less than 3 years old at the time of approval of pre-authorization	
- Assessment and hearing aid provision,with moderate hearing loss	P53,460.00
- Assessment: Otoacoustic Emission Screening and Auditory Brainstem Response (ABR)	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting every six months for five years	P67,100.00
- Assessment and hearing aid provision, with severe to profound hearing loss	
- Assessment: Otoacoustic Emission Screening and Auditory Brainstem Response (ABR)	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
Description for assessment and habilitation of children 3 to less than 6 years old at the time of pre-authorization	
- Assessment and hearing aid provision, with moderate hearing loss	P45,400.00
- Assessment: Age Appropriate Behavioral Audiometry	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting once a year for five year	
- Assessment and hearing aid provision,with severe to profound hearing loss	P54,100.00
- Assessment: Age Appropriate Behavioral Audiometry	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	
- Ear mold refitting once a year for five years	
Description for assessment and habilitation of children 6 to less than 18 years old at the time of approval of pre-authorization	
- Assessment and habilitation, with moderate hearing loss	P43,880.00
- Assessment: Diagnostic Pure Tone Audiometry	
- Habilitation: Hearing Aid fitting, hearing aid device, batteries good for 5 years, ear mold, hearing aid verification	

- Ear mold refitting once a year for three years	
Description for speech therapy assessment and sessions	
- Speech therapy assessment and sessions for moderate hearing loss - Include speech evaluation, speech therapy sessions and counseling	P22,100.00
- Speech therapy assessment and sessions for severe to profound hearing loss - Include speech evaluation, speech therapy sessions and counselling	63,420.00
Description for hearing aid replacement (The rates mentioned cover the hearing aid, its prescription, fitting, and fitting evaluation for one ear only)	
- Replacement of hearing aid for moderate hearing loss, 5 to less than 18 years old - Includes hearing aid fitting, hearing aid, batteries good for five years , ear mold and hearing aid fitting verification	P43,670.00
- Replacement of hearing aid for severe to profound hearing loss, 5 to less than 18 years old This is only available to those who have been enrolled prior to the age of six years old and availed of hearing aid. This require a new application for pre- authorization. Includes hearing aid fitting, hearing aid batteries good for five years, ear mold and hearing aid fitting verification	P48,670.00

3. SGD RELATED

BENEFIT PACKAGE	AMOUNT OF BENEFIT
Outpatient Malaria Package	P600.00
Outpatient HIV-AIDS Package	P30,000.00 per year (P7,500/ quarter)
Outpatient Anti-Tuberculosis Treatment through Directly-Observed Treatment Short-course (DOTS) Package	P4,000
- Intensive phase	P2,500
- Maintenance Phase	P1,500
Voluntary Surgical Contraception Procedures	P4,000.00
Animal Bite Treatment Package	P3,000.00

Documents needed: copy of Member Data Record and PhilHealth Claim Form 1

HOW CAN YOU CLAIM YOUR PHILHEALTH BENEFITS?

Step 1: Conditions

To be eligible to the PhilHealth benefits when hospitalized, the following conditions must be met:

- Payment of at least 3 months' worth of premiums within the immediate 6 months of confinement. For pregnancies, the new born care package, dialysis, chemotherapy, radiotherapy and selected surgical procedures, 9 months' worth of contributions in the last 12 months is needed.
- Confinement in an accredited hospital for 24 hours due to illness or disease requiring hospitalization. Attending physician(s) must also be PhilHealth accredited.
- Claim is within the 45 days allowance for room and board.

Step 2: Required documents

You'll also need to submit the following documents before being discharged from the hospital for automatic deduction:

- A clear, updated copy of your Member Data Record (MDR). If you are dependent, make sure that you are listed in the MDR.
- An original copy of PhilHealth Claim Form 1, which you can get at PhilHealth, the hospital or your employer. Submit the original copy signed by your employer.
- Receipt of premium payments. Employees only need to submit the Certificate of Premium Payments with OR numbers.
- Your PhilHealth ID and a valid ID.

Ask the hospital regarding their PhilHealth submission rules. If you can't submit the claim form personally, have an authorization letter and a valid ID ready for your representative.

Step 3: Claiming and post-claims

- As direct filing is no longer needed, submission of the documents to the hospital before the end of your stay means automatic deduction of your benefits from your total bill.
- Once your benefits have been automatically deducted, PhilHealth will send a benefit payment notice to the address declared in your MDR. This details the actual payments made by PhilHealth relative to your claim or confinement.

Keeping your PhilHealth up-to-date is important, remember that updated premiums is key to enjoy your entitlements. It is also essential for you to keep your updated premium payment receipts safe and within easy reach for emergencies. You will definitely need them in asking the hospital billing section to deduct your benefits from your total charges.

In addition, as soon as you have anything to update in the membership profile, i.e. additional dependents or change in civil status, promptly inform the nearest PhilHealth office (by just filling out the PhilHealth Membership Registration Form or PMRF) to effect the needed changes.

There you have it, here are all the essential things you need to know regarding PhilHealth. However, if you are considering to get additional coverage, you can visit our selection of health insurance providers in the Philippines as we assist you in choosing which provider offers the best match based on your requirements. You can also read our article about which jobs need health insurance the most.

APPENDIX IV-B

SOCIAL SECURITY SYSTEM (SSS) BENEFITS

DECLARATION OF POLICY

“It is the policy of the State to establish, develop, promote and perfect a sound and viable tax-exempt social security system suitable to the needs of the people throughout the Philippines which shall promote social justice and provide meaningful protection to members and their families against the hazards of disability, sickness, maternity, old age, death and other contingencies resulting in loss of income or financial burden. Toward this end, the State shall endeavor to extend social security protection to workers and their beneficiaries.” (Section 2, RA 8282)

BENEFITS

Covered employees are entitled to a package of benefits under the Social Security and Employees’ Compensation (EC) Programs in the event of death, disability, sickness, maternity and old age. Self-employed and voluntary members also get the same benefits as covered employees, except those benefits under the EC program.

Basically, the SSS provides for a replacement of income lost on account of the aforementioned contingencies. The benefits under the Social Security Program are:

A. SICKNESS BENEFIT

A member is qualified to avail of this benefit if:

1. He is unable to work due to sickness or injury and confined either in a hospital or at home for at least four (4) days;
2. He has paid at least three (3) months of contributions within the 12-month period immediately before the semester of sickness or injury;
3. He has used up all current company sick leaves with pay; and
4. He has notified the employer or the SSS, if unemployed, voluntary or self-employed member regarding his sickness or injury.

The amount of the member’s daily Sickness Benefit allowance is equivalent to ninety percent (90%) of his/her average daily salary credit (ADSC). The Sickness Benefit is granted up to a maximum of 120 days in one calendar year.

Sickness Notification

A member should notify the employer within five (5) calendar days after the start of sickness or injury. The employer, in turn, must notify the SSS of the confinement within (5) calendar days after receipt of the notification from the employee member.

Notification to the employer is not necessary if the member’s confinement is in a hospital or if member got sick or was injured while working or while he was within the company premises. In this case, the employer must notify the

SSS within ten (10) calendar days from the start of the employee's sickness or injury while he was working or while he was within the company premises.

- If the employee notifies the employer beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.
- If the employer notifies the SSS beyond five (5) calendar days after receipt of the notification from the employee, the employer shall be reimbursed only for each day of confinement starting from the 10th calendar day immediately preceding the date of notification to the SSS.
- If the employee has given the required notification to the employer, but the employer fails to notify the SSS of the confinement within the prescribed period resulting in the reduction of the benefit or denial of the claim, the employer shall have no right to recover the daily sickness allowance advanced to the employee.

For Self-Employed and Voluntary Members:

Self-employed and voluntary paying members should notify the SSS directly within five (5) calendar days after the start of confinement, unless such confinement is in a hospital, in which case, notification should be made within one (1) year from start of confinement.

If a self-employed or voluntarily paying member notifies SSS beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.

For self-employed and voluntary members who were previously employed

If confinement period applied for is within the period of employment or prior to date of separation, the member should also present:

- Certificate of separation from employment with effective date of separation and that no advance payment was granted (signed by the employer's authorized signatory reflected in SS Form L-501)
- A Medical Specialist shall determine other required medical documents based on a separate checklist.
- For sickness or injury acquired abroad, documents issued by the foreign country should be in English translation and must be authenticated by the Philippine Embassy or Consulate Office, or duly notarized by a notary public from the host country.

For Members Separated from Employment:

Members separated from employment should notify the SSS directly within five (5) calendar days after the start of confinement, unless such confinement is in a hospital, in which case, notification should be made within one (1) year from start of confinement.

If a member separated from employment notifies SSS beyond the prescribed five-day period, the confinement shall be deemed to have started not earlier than the fifth day immediately preceding the date of notification.

Sickness Reimbursement

The payment of the daily sickness allowance is advanced by the employer every regular payday. The SSS will then reimburse the employer of the amount legally advanced upon receipt of satisfactory proof of such payment and legality thereof.

The SSS will reimburse the employer only for confinements within the one-year period immediately preceding the date the claim for benefit or reimbursement is received by the SSS, except for confinements in hospital.

IMPORTANT!

- The payment of the daily sickness allowance is advanced by the employer every regular payday. The SSS will then reimburse the employer of the amount legally advanced upon receipt of satisfactory proof of such payment and legality thereof. For unemployed, self-employed or voluntary members, the sickness benefit will be paid directly by the SSS to the member.
- The SSS will reimburse the employer only for confinements within the one year period immediately preceding and the date the claim for benefit or reimbursement is received by the SSS, except for confinements in hospital.
- For hospital confinement, the claim for benefit must be filed within one (1) year from the last day of confinement from the hospital. For home confinement, the claim for reimbursement by the employer must be filed within one (1) year from the start of illness. Failure to file the claim within the prescribed period will result to denial of the claim.
- A member can be granted sickness benefit for a maximum of 120 days in one calendar year. Any unused portion of the allowable 120 days sickness benefit cannot be carried forward and added to the total number of allowed compensable days for the following year.
- The sickness benefit shall not be paid for more than 240 days on account of the same illness. If the sickness or injury still persists after 240 days, his claim will be considered a disability claim.

B. MATERNITY BENEFIT

The maternity benefit is offered only to female SSS members. A member is qualified to avail of this benefit if:

1. She has paid at least three monthly contributions within the 12-month period immediately preceding the semester of her childbirth or miscarriage.
2. She has given the required notification of her pregnancy to SSS through her employer if employed; or submitted the maternity notification directly to the SSS if separated from employment, a voluntary or self-employed member.

The amount of the daily Maternity Benefit allowance is equivalent to one hundred percent (100%) of her average daily salary credit (ADSC), multiplied by 60 days in case of normal delivery/miscarriage/ectopic pregnancy without

operation/hydatidiform mole (H-mole), or by 78 days for caesarean section delivery/ectopic pregnancy with operation. The Maternity Benefit is granted up to the first four (4) deliveries or miscarriages only.

- ▶ *N.B. Under Republic Act No. 11210 or the "105-day Expanded Maternity Leave Law"(2019), the maternity benefit will be computed based on the average monthly salary credit for 105 days regardless of whether she gave birth via caesarian section or natural delivery.*

Notification Procedures

As soon as a member becomes pregnant, she must immediately notify her employer of such pregnancy and the probable date of her childbirth at least 60 days from the date of conception by accomplishing the **SSS Maternity Notification Form** and by submitting proof of pregnancy.

The employer must, in turn, notify the SSS through the submission of the maternity notification form and proof of pregnancy immediately after the receipt of the notification from the employee member.

Notification may be made over the counter at an SSS branch, or online through the SSS Website (www.sss.gov.ph), in which the member/employer must be a registered user.

For Unemployed, Self-employed and Voluntary Members:

Unemployed, self-employed or voluntary paying members should notify the SSS directly.

Effects of failure or delay in notification

If the employee fails to notify the employer, or the SSS, in the case of an unemployed, self-employed or voluntarily paying member, the maternity benefit application may be denied.

IMPORTANT!

- The maternity benefit shall be paid only for the first four (4) deliveries or miscarriages starting May 24, 1997 when the Social Security Act of 1997 (RA8282) took effect.
- For employed members, the benefit is advanced by the employer to the qualified employee, in full, within 30 days from the date of filing of the maternity leave application. The SSS, in turn, shall immediately reimburse the employer 100 percent of the amount of maternity benefit advanced to the female employee upon receipt of satisfactory proof of such payment and legality thereof.
- If the employee member gives birth or suffers miscarriage without the required contributions having been remitted by the employer, or the employer fails to notify the SSS, the employer will be required to pay to the SSS damages equivalent to the benefits the employee would otherwise have been entitled to.

- For separated/voluntary/self-employed members, the amount of benefit is paid directly to them by the SSS.
- A female member cannot claim for sickness benefit for a period of 60 days for normal delivery or miscarriage or 78 days for caesarean delivery within which she has been paid the maternity benefit. As a rule, no member can be entitled to two benefits for the same period.

THE 105-DAY EXTENDED MATERNITY LAW (2019)

Republic Act No. 11210 or the “105-day Expanded Maternity Leave Law” is an Act increasing the maternity leave period to one hundred five (105) days (regardless if the delivery was normal or caesarian) for female workers regardless of civil status, with an option to extend for an additional thirty (30) days without pay provided that the employer shall be given due notice in writing, at least forty-five (45) days before the end of her maternity leave..

In case the worker qualifies as a solo parent under Republic Act No. 8972 or the “Solo Parents Act”, an additional fifteen (15) days maternity leave with full pay granted.

The maternity benefits shall cover female workers in the government and female members of SSS, including female workers in the informal economy.

The maternity benefits will apply to every instance of pregnancy, miscarriage or emergency termination of pregnancy regardless of frequency. For cases of miscarriage and emergency termination of pregnancy, sixty (60) days of maternity leave shall be granted.

The female worker, at her option, may allocate of seven (7) maternity leave days to the child’s father (whether or not the same is married to the female worker), raising the paternity leave to fourteen (14) days from the current seven (7) days. Provided, That in the death, absence, or incapacity of the child’s father, the benefit may be allocated to an alternate caregiver.

A female member of the Social Security System (SSS) who has paid at least three monthly contributions in the 12-month period immediately preceding the semester of her childbirth or miscarriage shall be paid her daily maternity benefit. It will be computed based on the average monthly salary credit for 105 days regardless of whether she gave birth via caesarian section or natural delivery.

Workers availing of the maternity benefit leave period and benefits must receive their full pay. Employers from the private sector shall be responsible for payment of the salary differential between the actual cash benefits received from the SSS covered female workers and their average weekly or regular wages during the maternity leave.

Those who avail of the benefits shall also be assured of security of tenure; and no employer shall discriminate against the employment of women to avoid the benefits, according to the new law.

C. DISABILITY BENEFIT

A member who suffers partial or total disability with at least one monthly contribution paid to the SSS prior to the semester of contingency is qualified. The prescriptive period in the filing of disability benefit claim is ten (10) years from the date of occurrence of disability.

If qualified, the member is granted a monthly Disability Pension, plus a P500 monthly Supplemental Allowance. The lowest monthly Disability Pension is P1,000 if the member has less than ten (10) credited years of service (CYS); P1,200 if with at least ten (10) CYS; and P2,400 if with at least twenty (20) CYS.

Partial Disability

A complete and permanent loss or use of any of the following body parts, but which does not totally prevent a member from engaging in any gainful occupation.

one thumb	one big toe
one index finger	one hand
one middle finger	one arm
one ring finger	one foot
one little finger	one leg
hearing of one ear	one ear
hearing of both ears	both ears
sight of one eye	

Permanent Total Disability

1. complete loss of sight of both eyes;
2. loss of two limbs at or above the ankle or wrists;
3. permanent complete paralysis of two limbs;
4. brain injury resulting to incurable imbecility or insanity; and
5. such cases as determined and approved by the SSS.

TYPES OF DISABILITY BENEFIT

There are two types of disability benefit:

1. monthly pension - a cash benefit paid to a disabled member who has paid at least 36 monthly contributions to the SSS prior to the semester of disability.
2. lumpsum amount - granted to those who have not paid the required 36 monthly contributions, and for disability claims whose approved pension duration is less than 12 months.

Monthly Pension

Benefit Computation

The amount of the monthly pension will be based on the member’s number of paid contributions and the years of membership prior to the semester of disability.

The lowest monthly pension is P1,000 for members with less than 10 credited years of service (CYS); P1,200 with at least 10 CYS; and P2,400 with at least 20 CYS.

- Only totally and permanently disabled members will receive a lifetime monthly pension. However, the pension will be suspended if the pensioner recovers from the disability, resumes employment, or fails to report for annual physical examination when notified by the SSS. The member may request for a domiciliary or a home visit if the disability inhibits him/her from reporting for re-examination by the SSS physician at any SSS branch office.
- The monthly pension of a partially disabled member is paid up to a certain number of months only, according to the degree of disability. If with deteriorating and related permanent partial disability, the percentage degree of disability of previously granted claim shall be deducted from the percentage degree of disability of the current claim.
- The monthly pension is also given in a lump sum if the duration of pension is payable for less than 12 months

Supplemental Allowance

- In addition to the monthly pension, a supplemental allowance of P500.00 is paid to the total or partial disability pensioner. The allowance will provide additional financial assistance to meet the extra needs arising from the disability.
- Total disability pensioners and their legal dependents prior to the effectivity of R.A. 7875 on March 4, 1995 are entitled to hospitalization benefits under PhilHealth. A copy of DDR Print-out indicating the type of claim is disability in nature and the effectivity date of pension or a Copy of Disability-Pensioner Certification, shall be submitted. Total disabled pensioners upon the effectivity of R.A. 7875 on March 4, 1995 and thereafter, are no longer covered except when they have accumulated one hundred twenty (120) Medicare monthly contributions and have reached age sixty (60).
- However, those who wish to avail of PhilHealth benefits may enroll in the Individually-Paying Program (for voluntary/self-employed) or the Indigent Program (IP) of PhilHealth.

Dependent's Allowance

- The dependent legitimate, legitimated, legally adopted and illegitimate children, conceived on or before the date of contingency of a totally disabled pensioner will each receive a dependent's allowance equivalent to 10 percent of the member's pension, or P250, whichever is higher.
- Only five minor children, beginning from the youngest are entitled to the dependent's allowance. No substitution is allowed. When there are both legitimate and illegitimate minor children, the legitimate, legitimated or legally adopted ones will be preferred.

- The minor children of a partially disabled pensioner are not entitled to the dependent's allowance.
- The dependent's allowance stops when the child reaches 21 years old, gets married, gets employed, or dies. However, the dependent's allowance is granted for life to children who are over 21 years old, provided, they are incapacitated and incapable of self-support due to physical or mental defect which is congenital or acquired during minority.

Benefit Payment

The monthly pension is paid thru the member's designated bank. He is allowed to choose the bank nearest his residence thru which he wishes to receive his pension benefits under the "Mag-impok sa Bangko" program. This became mandatory effective September 1, 1993.

A member must open a single saving account and must submit to the SSS his savings account number and a photocopy of his passbook upon filing of his application. The original copy of the passbook must be presented for authentication purposes.

Upon approval of the claim, the SSS will mail a notice-voucher to the claimant when to withdraw the benefit from the bank.

Lump Sum Amount

For permanent total disability, the lump sum benefit is equivalent to the monthly pension times the number of monthly contributions paid to the SSS or twelve (12) times the monthly pension, whichever is higher.

For permanent partial disability, the lump sum is equivalent to the monthly pension times the number of monthly contributions times the percentage of disability in relation to the whole body or the monthly pension times 12 times the percentage of disability, whichever is higher.

IMPORTANT!

- The monthly pension of the member and the dependent's allowance will be suspended upon the reemployment or resumption of self-employment or the recovery of the disabled member from permanent total disability, or failure to present himself/herself for examination at least once a year upon notice by SSS.
- Upon the death of the permanent total disability pensioner, the primary beneficiaries as of the date of disability, shall be entitled to 100 percent of the monthly pension and the dependents to the dependents' allowance.
- If the totally disabled pensioner has no primary beneficiaries and dies within sixty (60) months from the start of the monthly pension, the secondary beneficiaries shall be entitled to a lumpsum benefit equivalent to the total monthly pensions corresponding to the balance of the five-year guaranteed period, excluding the supplemental allowance.
- The pension stops when a partial disability pensioner retires or dies.

D. RETIREMENT BENEFIT

A member is qualified to avail of this benefit if:

1. Member is 60 years old, separated from employment or ceased to be self-employed, and has paid at least 120 monthly contributions prior to the semester of retirement.
2. Member is 65 years old, whether employed or not, and has paid at least 120 monthly contributions prior to the semester of retirement.
3. Underground Mineworkers:
 - Aged 55 years old and is an underground mineworker for at least 5 years (either continuous or accumulated) prior to the semester of retirement but whose actual date of retirement is not earlier than March 13, 1998; separated from employment or has ceased self-employment; and has paid at least 120 monthly contributions prior to the semester of retirement.
 - Aged 60 years old, whether employed or not, and has paid at least 120 monthly contributions prior to the semester of retirement.

If qualified, the member is granted a monthly Retirement Pension, plus a 13th Month Pension payable every December. The retiree has the option to receive the first eighteen (18) months pension in lump sum, discounted at a preferential rate of interest to be determined by the SSS. This option can be exercised only upon filing of the first retirement claim, and the Dependent's Pension and 13th Month Pension are excluded from the advanced eighteen (18) months pension.

If the member has dependent minor children, they are given a Dependent's Pension equivalent to ten percent (10%) of the member's monthly pension or P250, whichever is higher. Only five (5) minor children, beginning from the youngest, are entitled to Dependent's Pension. No substitution is allowed.

The lowest monthly Retirement Pension is P1,200 if the member has 120 monthly contributions or at least ten (10) CYS; or P2,400 if with at least twenty (20) CYS.

PENSON DETAILS

There are two types of retirement benefit:

1. monthly pension - a lifetime cash benefit paid to a retiree who has paid at least 120 monthly contributions to the SSS prior to the semester of retirement.
2. lumpsum amount - granted to a retiree who has not paid the required 120 monthly contributions. It is equal to the total contributions paid by the member and by the employer including interest.

Monthly Pension**Benefit Computation**

The monthly pension depends on the member's paid contributions, his credited years of service (CYS), and the number of his dependent minor

children that must not exceed five. The monthly pension will be the highest amount resulting from either one of these three pension formulae:

1. the sum of P300 plus 20 percent of the average monthly salary credit plus two percent of the average monthly salary credit for each credited year of service (CYS) in excess of ten years; or
2. forty (40) percent of the average monthly salary credit; or
3. P1,200, if the CYS is at least 10 but less than 20; or P2,400, if the CYS is 20 or more.

The monthly pension is paid for not less than 60 months.

A member who retires after age 60 with a total of 120 monthly contributions may be qualified to a monthly pension based on whichever is higher of the following:

- the monthly pension computed at the earliest time the member could have retired had been separated from employment or ceased to be self-employed plus all adjustments thereto; or
- the monthly pension computed at the time when the member actually retires.

A pensioner who retires more than once shall be entitled to the higher of:

- the monthly pension computed for the first retirement claim; or
- the re-computed monthly pension for the new claim

Dependents Allowance

- The legitimate, legitimated or legally adopted, and illegitimate children, conceived on or before the date of retirement of a retiree will each receive dependents' allowance equivalent to 10 percent of the member's monthly pension, or P250, whichever is higher.
- Only five minor children, beginning from the youngest, are entitled to the dependents' allowance. No substitution is allowed.
- If there are more than five dependents, the legitimate, legitimated or legally adopted children shall be preferred.
- The dependents' allowance stops when the child reaches 21 years old, gets married, gets employed, or dies. However, the dependents' allowance is granted for life for children who are over 21 years old, if they are incapacitated and incapable of self-support due to physical or mental defect that is congenital or acquired during minority.

Benefit Payment

The retiree-member has the option to receive the first 18 months' pension paid out in lumpsum, but discounted at a preferential rate of interest to be determined by the SSS. The member shall start receiving his pension on the 19th month, and every month thereafter. This option for advance payment shall be exercised only when filing the first retirement claim. It is only the advanced pension payments that are discounted on the date of payment; the dependent's allowance and 13th month pension are excluded from the advanced 18-month pension amount.

The monthly pension is paid thru the member's designated bank thru which he wishes to receive his pension benefits under the "Mag-Impok sa Bangko" program. This became mandatory effective September 1,1993.

Upon approval of the claim, the SSS will send the member a notice voucher indicating when to withdraw the benefit from the bank.

Other Benefits

1. The retiree is entitled to a 13th month pension payable every December.
2. All retiree pensioners prior to the effectivity of RA 7875 on March 4, 1995 are automatically considered members of PhilHealth and, along with their legal dependents, are entitled to PhilHealth hospitalization benefits. On the other hand, retirees effective March 4,1995 up to the present will be entitled to PhilHealth hospitalization benefits only if they have contributed 120 monthly Philhealth/Medicare contributions. The counting of 120 monthly contributions shall start in 1972, when the Medical Care Act of 1969 started implementation.

A copy of the DDR print-out indicating the type of claim is retirement in nature and the effectivity date of the pension, or in its absence, a copy of retiree-pensioner certification issued by SSS shall be required. They need to register under Philhealth for the issuance of a Philhealth ID card for non-paying members.

IMPORTANT!

- Upon the death of a retiree pensioner, the primary beneficiaries shall be entitled to 100 percent of the monthly pension, and the dependents to the dependents' allowance.
- If the retiree pensioner dies within sixty (60) months from the start of the monthly pension and has no primary beneficiaries, the secondary beneficiaries shall be entitled to a lumpsum benefit equivalent to the total monthly pensions corresponding to the balance of the five-year guaranteed pension period, excluding the dependents' allowance.
- In case the retiree-member who is less than 65 years old resumes employment or self-employment, the monthly pension shall be suspended and the member shall again be subjected to compulsory coverage.
- If the retiree-member is 65 years old and older, he can resume employment or self-employment without prejudice to his monthly pension and without need for compulsory coverage.

E. DEATH BENEFIT

The death benefit is a cash benefit granted, either as a monthly pension or a lump sum amount, to the beneficiaries of a deceased member.

If qualified, the member's primary beneficiary is granted a monthly Death Pension, plus a 13th Month Pension payable every December. If the member has dependent minor children, they are given a Dependent's Pension equivalent to ten percent (10%) of the member's monthly pension or P250, whichever is higher.

Only five (5) minor children, beginning from the youngest, are entitled to Dependent's Pension. No substitution is allowed.

The lowest monthly Death Pension is P1,000 if the member had less than ten (10) CYS; P1,200 if with at least ten (10) CYS; and P2,400 if with at least twenty (20) CYS.

Beneficiaries Of A Deceased Member

The primary beneficiaries are the legitimate dependent spouse until the person remarries and the dependent legitimate, legitimated, or legally adopted, and illegitimate children of the member who are not yet 21 years old. In the absence of primary beneficiaries, the dependent parents shall be the secondary beneficiaries. In their absence, any other person designated by the member as beneficiary in the member's record.

There are two types of death benefit paid to beneficiaries of a member: **Pension and Lumpsum Amount.** To qualify for either, the member must have met the following:

- For Pension - the deceased member must have paid at least 36 monthly contributions before the semester of death.
- For Lumpsum Amount - granted to the primary beneficiaries of a deceased member who had paid less than 36 monthly contributions before the semester of death. Also, in the absence of primary beneficiaries, the secondary beneficiaries are granted the death benefit in lumpsum amount.

There are two types of death benefit:

1. monthly pension - granted only to the primary beneficiaries of a deceased member who had paid 36 monthly contributions before the semester of death.
2. lumpsum amount - amount granted to the primary beneficiaries of a deceased member who had paid less than 36 monthly contributions before the semester of death. The secondary beneficiaries shall be entitled to a lump sum benefit.

Monthly Pension

Benefit Computation

The monthly pension depends on the member's paid contributions, his credited years of service (CYS), and the number of dependent minor children that must not exceed five. The monthly pension will be the highest amount resulting from either one of these three pension formulae:

1. the sum of P300 plus 20 percent of the average monthly salary credit plus two percent of the average monthly salary credit for each credited year of service (CYS) in excess of ten years; or
2. forty (40) percent of the average monthly salary credit; or
3. P1,000, if the CYS is less than 10; P1,200 if with at least 10 CYS; or P2,400, if the CYS is 20 or more.

The monthly pension is paid for not less than 60 months.

Dependents and Beneficiaries

- If a deceased member is survived by less than five minor legitimate, legitimated, or legally adopted children, the illegitimate minor children will be entitled to 50 percent of the share of the legitimate, legitimated or legally adopted children in the basic pension and 100 percent of the dependents' allowance.
- In cases where there are no legitimate, legitimated, or legally adopted children, the illegitimate minor children shall be entitled to 100 percent of the basic pension, plus dependent's allowance.

Dependent's Allowance

- The dependent legitimate, legitimated, legally adopted or illegitimate children, conceived on or before the date of death of a deceased member will each receive a dependents' allowance equivalent to 10 percent of the members' monthly pension, or P250, whichever is higher.
- Only five minor children, beginning from the youngest, are entitled to the dependents' allowance. No substitution is allowed.
- Where there are more than five (5) legitimate and illegitimate minor children, the legitimate shall be preferred.
- The dependents' allowance stops when the child reaches 21 years old, gets married, gets employed or dies. However, the dependents' pension is granted for life to children who are over 21 years old, provided they are incapacitated and incapable of self-support due to physical or mental defect which is congenital and acquired during minority.

Other Benefits

- The deceased member's beneficiaries are entitled to a 13th month pension, payable every December and the funeral benefit, which is paid to whoever shouldered the funeral expenses of the deceased member.
- Survivorship pensioners prior to the effectivity of RA 7875 on March 4, 1995 are also entitled to hospitalization benefits under PhilHealth. They need to register under PhilHealth and must submit a DDR print-out indicating the type of claim is survivorship in nature and the effectivity date of pension or a copy of Death/Survivorship Certification issued by the SSS indicating the effectivity of the pension shall be submitted to PhilHealth.
- Survivorship pensioners under the effectivity of RA 7875 on March 4, 1995 and thereafter, are no longer covered. However, those who wish to avail of PhilHealth benefits may enroll in the Individually - Paying Program (for voluntary/self-employed) or the Indigent Program (IP) of PhilHealth.

Benefit Payment

The monthly pension is paid thru the beneficiary's designated bank. The beneficiary is allowed to choose the bank nearest his residence thru which he wishes to receive his pension benefits under the *Mag-impok sa Bangko* program. This became mandatory effective September 1, 1993.

The beneficiary must open a single savings account and must submit to the SSS his saving account number and a photocopy of his passbook or ATM card upon filing of application. The original passbook/ATM must be presented for authentication purposes.

Upon approval of the claim, the SSS will mail a notice voucher to the beneficiary informing him when to withdraw his benefit from the bank.

Lump Sum Amount

The primary beneficiaries of a deceased member who has paid less than 36 monthly contributions shall be entitled to lumpsum benefit, which shall be the higher of:

- monthly pension multiplied by the number of monthly contributions paid prior to the semester of death; or
- twelve (12) times the monthly pension.

The secondary beneficiaries of the deceased member shall be entitled to a lumpsum benefit equivalent to:

- 36 times the monthly pension, if the member has paid at least 36 monthly contributions prior to the semester of death; or
- monthly pension multiplied by the number of monthly contributions paid or twelve (12) times the monthly pension, whichever is higher, if the member has paid less than 36 monthly contributions prior to the semester of death.

IMPORTANT!

- The primary or secondary beneficiaries of a deceased member, who had no contribution payment at all and who was reported for coverage only shall be entitled to funeral benefit only.
- If the totally disabled pensioner has no primary beneficiaries and dies within sixty (60) months from the start of the monthly pension, the secondary beneficiaries shall be entitled to a lump sum benefit equivalent to the total monthly pensions corresponding to the balance of the five-year guaranteed period excluding the dependent's pension.
- The pension stops when a partial disability pensioner retires or dies.

F. FUNERAL BENEFIT

The funeral benefit is a cash benefit given to whoever paid for the burial expenses of the deceased member

The Funeral benefit is a variable amount ranging from a minimum of P20,000 to a maximum of P40,000, depending on the member's paid contributions and credited years of service (CYS).

Qualifying Conditions:

- For self-employed/ non-working spouse/ OFW members - the deceased SSS member must have paid at least one (1) monthly contribution, for his/her beneficiaries to be entitled to the funeral benefit.
- For employed members and those separated from employment - the deceased must have been reported for coverage by his/her employer, even if no contribution was paid, for his/her beneficiaries to be entitled to the funeral benefit.

Benefit Payment

A funeral grant of P20,000 (effective September 1, 2000) is given to whoever pays the burial expenses of the deceased member or pensioner.

Effective August 1, 2015, SSS has granted increase in funeral benefit ranging from a minimum of P20,000 to a maximum of P40,000. The new computation gives due credit to members who are paying more contributions and with higher monthly salary credits.

Covered employees are entitled to a package of benefits under the **Social Security and Employees' Compensation (EC) Programs** in the event of death, disability, sickness, maternity and old age. Self-employed and voluntary members also get the same benefits as covered employees, except those benefits under the EC program.

APPENDIX IV-C

**PRESIDENTIAL DECREE NO. 851
REQUIRING ALL EMPLOYERS TO PAY THEIR EMPLOYEES
A 13TH-MONTH PAY**

WHEREAS, it is necessary to further protect the level of real wages from the ravage of worldwide inflation;

WHEREAS, there has been no increase in the legal minimum wage rates since 1970;

WHEREAS, the Christmas season is an opportune time for society to show its concern for the plight of the working masses so they may properly celebrate Christmas and New Year.

NOW, THEREFORE, I, FERDINAND E. MARCOS, by virtue of the powers vested in me by the Constitution, do hereby decree as follows:

Section 1. All employers are hereby required to pay all their employees receiving a basic salary of not more than P1,000 a month, regardless of the nature of their employment, a 13th-month pay not later than December 24 of every year.

Section 2. Employers already paying their employees a 13th-month pay or its equivalent are not covered by this Decree.

Section 3. This Decree shall take effect immediately.

Done in the City of Manila, this 16th day of December 1975.

**RULES AND REGULATIONS IMPLEMENTING PRESIDENTIAL DECREE
NO. 851**

By virtue of the powers vested in me by law, the following rules and regulations implementing Presidential Decree No. 851 are hereby issued for the guidance of all concerned.

Section 1. Payment of 13-month Pay All employers covered by Presidential Decree No. 851, hereinafter referred to as the "Decree", shall pay to all their employees receiving a basic salary of not more than P1,000 a month a thirteenth-month pay not later than December 24 of every year.

Section 2. Definition of certain terms As used in this issuance.

- a. "Thirteenth-month pay" shall mean one twelfth (1/12) of the basic salary of an employee within a calendar year;
- b. "Basic salary" shall include all remunerations or earnings paid by an employer to an employee for services rendered but may not include cost-of-living allowances granted pursuant to Presidential Decree No. 525 or Letter of Instructions No. 174, profit-sharing payments, and all allowances and monetary benefits which are not considered or integrated as part of the regular or basic salary of the employee at the time of the promulgation of the Decree on December 16, 1975.

Section 3. Employers covered The Decree shall apply to all employers except to:

- (a) Distressed employers, such as (1) those which are currently incurring

substantial losses or (2) in the case of non-profit institutions and organizations, where their income, whether from donations, contributions, grants and other earnings from any source, has consistently declined by more than forty (40%) percent of their normal income for the last two (2) years, subject to the provision of Section 7 of this issuance;

- (b) The Government and any of its political subdivisions, including government-owned and controlled corporations, except those corporations operating essentially as private subsidiaries of the Government;
- (c) Employers already paying their employees 13-month pay or more in a calendar year of its equivalent at the time of this issuance;
- (d) Employers of household helpers and persons in the personal service of another in relation to such workers; and
- (e) Employers of those who are paid on purely commission, boundary, or task basis, and those who are paid a fixed amount for performing a specific work, irrespective of the time consumed in the performance thereof, except where the workers are paid on piece-rate basis in which case the employer shall be covered by this issuance insofar as such workers are concerned.

As used herein, workers paid on piece-rate basis shall refer to those who are paid a standard amount for every piece or unit of work produced that is more or less regularly replicated, without regard to the time spent in producing the same.

The term "its equivalent" as used in paragraph c) hereof shall include Christmas bonus, mid-year bonus, profit-sharing payments and other cash bonuses amounting to not less than 1/12th of the basic salary but shall not include cash and stock dividends, cost of living allowances and all other allowances regularly enjoyed by the employee, as well as non-monetary benefits. Where an employer pays less than 1/12th of the employees basic salary, the employer shall pay the difference.

Section 4. Employees covered Except as provided in Section 3 of this issuance, all employees of covered employers shall be entitled to benefit provided under the Decree who are receiving not more than P1,000 a month, regardless of their position, designation or employment status, and irrespective of the method by which their wages are paid, provided that they have worked for at least one month during the calendar year.

Section 5. Option of covered employers A covered employer may pay one-half of the 13th-month pay required by the Decree before the opening of the regular school year and the other half on or before the 24th day of December of every year.

In any establishment where a union has been recognized or certified as the collective bargaining agent of the employees therein, the periodicity or frequency of payment of the 13th month pay may be the subject of agreement.

Nothing herein shall prevent employers from giving the benefits provided in the Decree to their employees who are receiving more than One Thousand (P1,000) Pesos a month or benefits higher than those provided by the Decree.

Section 6. Special feature of benefit The benefits granted under this issuance shall not be credited as part of the regular wage of the employees for purposes of determining overtime and premium pay, fringe benefits, as well as premium contributions to the State Insurance Fund, social security, medicare and private welfare and retirement plans.

Section 7. Exemption of Distressed employers Distressed employers shall qualify for exemption from the requirement of the Decree upon prior authorization by the Secretary of Labor. Petitions for exemptions may be filed within the nearest regional office having jurisdiction over the employer not later than January 15, 1976. The regional offices shall transmit the petitions to the Secretary of Labor within 24 hours from receipt thereof.

Section 8. Report of compliance Every covered employer shall make a report of his compliance with the Decree to the nearest regional labor office not later than January 15 of each year.

The report shall conform substantially with the following form:

REPORT ON COMPLIANCE WITH PD NO. 851

1. Name of establishment
2. Address
3. Principal product or business
4. Total employment
5. Total number of workers benefited
6. Amount granted per employee
7. Total amount of benefits granted
8. Name, position and tel. no. of person giving information

Section 9. Adjudication of claims Non-payment of the thirteenth-month pay provided by the Decree and these rules shall be treated as money claims cases and shall be processed in accordance with the Rules Implementing the Labor Code of the Philippines and the Rules of the National Labor Relations Commission.

Section 10. Prohibition against reduction or elimination of benefits Nothing herein shall be construed to authorize any employer to eliminate, or diminish in any way, supplements, or other employee benefits or favorable practice being enjoyed by the employee at the time of promulgation of this issuance.

Section 11. Transitory Provision These rules and regulations shall take effect immediately and for purposes of the 13-month pay for 1975, the same shall apply only to those who are employees as of December 16, 1975.

Manila, Philippines, 22 December 1975.

SUPPLEMENTARY RULES AND REGULATIONS IMPLEMENTING P.D. NO. 851

To insure uniformity in the interpretation, application and enforcement of the provisions of P.D. No. 851 and its implementing regulations, the following clarifications are hereby made for the information and guidance of all concerned:

1. Contractors and Subcontractors, including Security and Watchman Agencies, are exempt for the year 1975 subject to the following conditions:
 - (a) that the contracts of such enterprises were entered into before December 16, 1975;
 - (b) that such enterprises have complied with all labor standards laws during the year;
 - (c) that the contract cannot really accommodate 13-month pay or its equivalent; and

(d) that the contract does not provide for cost escalation clause.

This exemption is without prejudice on the part of the workers to negotiate with their employers or to seek payment thereof by filing appropriate complaints with the Regional Offices of the Department of Labor.

2. Private schoolteachers, including faculty members of colleges and universities, are entitled to 1/12 of their annual basic pay regardless of the number of months they teach or are paid within a year.
3. New establishments operating for less than one year are not covered except subsidiaries or branches of foreign and domestic corporations.
4. Overtime pay, earnings and other remunerations which are not part of the basic salary shall not be included in the computation of the 13-month pay.
5. In view of the lack of sufficient time for the dissemination of the provisions of P.D. No. 851 and its Rules and the unavailability of adequate cash flow due to the long holiday season, compliance and reporting of compliance with this Decree are hereby extended up to March 31, 1976 except in private schools where compliance for 1975 may be made not later than 30 June 1976.
6. Nothing herein shall sanction the withdrawal or diminution of any compensation, benefits or any supplements being enjoyed by the employees on the effective date of this issuance.

Appendix IV-D

REPUBLIC ACT NO. 8187 (PATERNITY LEAVE ACT OF 1996)

AN ACT GRANTING PATERNITY LEAVE OF SEVEN (7) DAYS WITH FULL PAY TO ALL MARRIED MALE EMPLOYEES IN THE PRIVATE AND PUBLIC SECTORS FOR THE FIRST FOUR (4) DELIVERIES OF THE LEGITIMATE SPOUSE WITH WHOM HE IS COHABITING AND FOR OTHER PURPOSES

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

Section 1. Short Titled - This act shall be known as the “**Paternity Leave Act of 1996**”

Section 2. Notwithstanding any law, rules and regulations to the contrary, every married male employee in the private and public sectors shall be entitled to a paternity leave of seven (7) days with full pay for the first four (4) deliveries of the legitimate spouse with whom he is cohabiting. The male employee applying for paternity leave shall notify his employer of the pregnancy of his legitimate spouse and the expected date of such delivery. For purposes of this Act, delivery shall include childbirth or any miscarriage.

Section 3. Definition of Term - For purposes of this Act, Paternity Leave refers to the benefits granted to a married male employee allowing him not to report for work for seven (7) days but continues to earn the compensation therefore, on the condition that his spouse has delivered a child or suffered a miscarriage for purposes of enabling him to effectively lend support to his wife in her period of recovery and./or in the nursing of the newly-born child.

Section 4. The Secretary of Labor and Employment, the Chairman of the Civil Service Commission, and the Secretary of Health shall, within thirty (30) days from the effectivity of this Act, issue such rules and regulations necessary for the proper implementation of the provisions hereof.

Section 5. Any person, corporation, trust, firm, partnership, association or entity found violating this Act or the rules and regulations promulgated thereunder shall be punished by a fine not exceeding Twenty-Five Thousand Pesos (P25,000.00) or imprisonment of not less than thirty (30) days or more than six (6) months.

If the violation is committed by a corporation, trust, firm, partnership, association or any other entity, the penalty of imprisonment shall be imposed on the entity's responsible officers, including, but not limited to the President, Vice-President, Chief Executive Officer, General Manager, Managing Director or partner directly responsible thereof.

Section 6. Non-Diminution Clause. - Nothing in this Act shall be construed to reduce any existing benefits of any form granted under existing laws, decrees, executive orders, or any contract, agreement or policy between employer and employee.

Section 7. Repealing Clause. - All laws, ordinances, rules, regulations, issuances, or

parts thereof which are inconsistent with this Act are hereby repealed or modified accordingly.

Section 8. Effectivity. - This Act shall take effect fifteen (15) days from its publication in the official gazette or in at least two (2) newspapers of national circulation.

Approved:

(Sgd.) NEPTALI A. GONZALES

President of the Senate

(Sgd.) JOSE DE VENECIA Jr.

Speaker of the House of Representatives

This Act, which is a consolidation of Senate Bill No. 1032 and the House Bill No. 7134 was finally passed by the Senate and the House of Representatives on June 8, 1996.

(Sgd.) HEZEL P. GACUTAN

Secretary of the Senate

(Sgd.) CAMILO S. SABIO

Secretary General, House of Representatives

Approved June 11,1996

(Sgd.) FIDEL V. RAMOS

President of the Philippines

Appendix IV-E

REPUBLIC ACT NO. 8972 (SOLO PARENTS' WELFARE ACT OF 2000)

AN ACT PROVIDING FOR BENEFITS AND PRIVILEGES TO SOLO PARENTS AND THEIR CHILDREN, APPROPRIATING FUNDS THEREFOR AND FOR OTHER PURPOSES

Be it enacted by the Senate and House of Representatives of the Philippines Congress assembled:

Section 1. Title.- This Act shall be known as the "Solo Parents' Welfare Act of 2000."

Section 2. Declaration of Policy. - It is the policy of the State to promote the family as the foundation of the nation, strengthen its solidarity and ensure its total development. Towards this end, it shall develop a comprehensive program of services for solo parents and their children to be carried out by the Department of Social Welfare and Development (DSWD), the Department of Health (DOH), the Department of Education, Culture and Sports (DECS), the Department of the Interior and Local Government (DILG), the Commission on Higher Education (CHED), the Technical Education and Skills Development Authority (TESDA), the National Housing Authority (NHA), the Department of Labor and Employment (DOLE) and other related government and nongovernment agencies.

Section 3. Definition of Terms. - Whenever used in this Act, the following terms shall mean as follows:

- (a) **"Solo parent"** - any individual who falls under any of the following categories:
- (1) A woman who gives birth as a result of rape and other crimes against chastity even without a final conviction of the offender: Provided, That the mother keeps and raises the child;
 - (2) Parent left solo or alone with the responsibility of parenthood due to death of spouse;
 - (3) Parent left solo or alone with the responsibility of parenthood while the spouse is detained or is serving sentence for a criminal conviction for at least one (1) year;
 - (4) Parent left solo or alone with the responsibility of parenthood due to physical and/or mental incapacity of spouse as certified by a public medical practitioner;
 - (5) Parent left solo or alone with the responsibility of parenthood due to legal separation or de facto separation from spouse for at least one (1) year, as long as he/she is entrusted with the custody of the children;
 - (6) Parent left solo or alone with the responsibility of parenthood due to declaration of nullity or annulment of marriage as decreed by a court or by a church as long as he/she is entrusted with the custody of the children;

- (7) Parent left solo or alone with the responsibility of parenthood due to abandonment of spouse for at least one (1) year;
- (8) Unmarried mother/father who has preferred to keep and rear her/his child/children instead of having others care for them or give them up to a welfare institution;
- (9) Any other person who solely provides parental care and support to a child or children;
- (10) Any family member who assumes the responsibility of head of family as a result of the death, abandonment, disappearance or prolonged absence of the parents or solo parent.

A change in the status or circumstance of the parent claiming benefits under this Act, such that he/she is no longer left alone with the responsibility of parenthood, shall terminate his/her eligibility for these benefits.

- (b) **“Children”** - refer to those living with and dependent upon the solo parent for support who are unmarried, unemployed and not more than eighteen (18) years of age, or even over eighteen (18) years but are incapable of self-support because of mental and/or physical defect/disability.
- (c) **“Parental responsibility”** - with respect to their minor children shall refer to the rights and duties of the parents as defined in Article 220 of Executive Order No. 209, as amended, otherwise known as the “Family Code of the Philippines.”
- (d) **“Parental leave”** - shall mean leave benefits granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required.
- (e) **“Flexible work schedule”** - is the right granted to a solo parent employee to vary his/her arrival and departure time without affecting the core work hours as defined by the employer.

Section 4. Criteria for Support. - Any solo parent whose income in the place of domicile falls below the poverty threshold as set by the National Economic and Development Authority (NEDA) and subject to the assessment of the DSWD worker in the area shall be eligible for assistance: Provided, however, That any solo parent whose income is above the poverty threshold shall enjoy the benefits mentioned in Sections 6, 7 and 8 of this Act.

Section 5. Comprehensive Package of Social Development and Welfare Services. - A comprehensive package of social development and welfare services for solo parents and their families will be developed by the DSWD, DOH, DECS, CHED, TESDA, DOLE, NHA and DILG, in coordination with local government units and a nongovernmental organization with proven track record in providing services for solo parents.

The DSWD shall coordinate with concerned agencies the implementation of the comprehensive package of social development and welfare services for solo parents and their families. The package will initially include:

- (a) Livelihood development services which include trainings on livelihood skills, basic business management, value orientation and the provision of seed capital or job placement.

- (b) Counseling services which include individual, peer group or family counseling. This will focus on the resolution of personal relationship and role conflicts.
- (c) Parent effectiveness services which include the provision and expansion of knowledge and skills of the solo parent on early childhood development, behavior management, health care, rights and duties of parents and children.
- (d) Critical incidence stress debriefing which includes preventive stress management strategy designed to assist solo parents in coping with crisis situations and cases of abuse.
- (e) Special projects for individuals in need of protection which include temporary shelter, counseling, legal assistance, medical care, self-concept or ego-building, crisis management and spiritual enrichment.

Section 6. Flexible Work Schedule. - The employer shall provide for a flexible working schedule for solo parents: Provided, That the same shall not affect individual and company productivity: Provided, further, That any employer may request exemption from the above requirements from the DOLE on certain meritorious grounds.

Section 7. Work Discrimination. - No employer shall discriminate against any solo parent employee with respect to terms and conditions of employment on account of his/her status.

Section 8. Parental Leave. - In addition to leave privileges under existing laws, parental leave of not more than seven (7) working days every year shall be granted to any solo parent employee who has rendered service of at least one (1) year.

Section 9. Educational Benefits.- The DECS, CHED and TESDA shall provide the following benefits and privileges:

- (1) Scholarship programs for qualified solo parents and their children in institutions of basic, tertiary and technical/skills education; and
- (2) Nonformal education programs appropriate for solo parents and their children.

The DECS, CHED and TESDA shall promulgate rules and regulations for the proper implementation of this program.

Section 10. Housing Benefits. - Solo parents shall be given allocation in housing projects and shall be provided with liberal terms of payment on said government low-cost housing projects in accordance with housing law provisions prioritizing applicants below the poverty line as declared by the NEDA.

Section 11. Medical Assistance. - The DOH shall develop a comprehensive health care program for solo parents and their children. The program shall be implemented by the DOH through their retained hospitals and medical centers and the local government units (LGUs) through their provincial/district/city/municipal hospitals and rural health units (RHUs).

Section 12. Additional Powers and Functions of the DSWD? The DSWD shall perform the following additional powers and functions relative to the welfare of solo parents and their families:

- (a) Conduct research necessary to: (1) develop a new body of knowledge on solo parents; (2) define executive and legislative measures needed to promote and protect the interest of solo parents and their children;

and (3) assess the effectiveness of programs designed for disadvantaged solo parents and their children;

- (b) Coordinate the activities of various governmental and nongovernmental organizations engaged in promoting and protecting the interests of solo parents and their children; and
- (c) Monitor the implementation of the provisions of this Act and suggest mechanisms by which such provisions are effectively implemented.

Section 13. Implementing Rules and Regulations. - An interagency committee headed by the DSWD, in coordination with the DOH, DECS, CHED, TESDA, DOLE, NHA, and DILG is hereby established which shall formulate, within ninety (90) days upon the effectivity of this Act, the implementing rules and regulations in consultation with the local government units, nongovernment organizations and people's organizations.

Section 14. Appropriations. - The amount necessary to carry out the provisions of this Act shall be included in the budget of concerned government agencies in the General Appropriations Act of the year following its enactment into law and thereafter.lawphil.net

Section 15. Repealing Clause. - All laws, decrees, executive orders, administrative orders or parts thereof inconsistent with the provisions of this Act are hereby repealed, amended or modified accordingly.

Section 16. Separability Clause. - If any provision of this Act is held invalid or unconstitutional, other provisions not affected thereby shall continue to be in full force and effect.

Section 17. Effectivity Clause. - This Act shall take effect fifteen (15) days following its complete publication in the Official Gazette or in at least two (2) newspaper of general circulation.

Approved.

(Sgd.) JOSEPH EJERCITO ESTRADA

President of the Philippines

Appendix IV-F

**REPUBLIC ACT 9262
(ANTI-VIOLENCE AGAINST WOMEN AND THEIR
CHILDREN ACT OF 2004; SEC. 43)**

Section 43. Entitlement to Leave. - Victims under this Act shall be entitled to take a paid leave of absence up to ten (10) days in addition to other paid leaves under the Labor Code and Civil Service Rules and Regulations, extendible when the necessity arises as specified in the protection order.

Appendix IV-G

REPUBLIC ACT NO. 9710 “THE MAGNA CARTA OF WOMEN”

Section 18. Special Leave Benefits for Women.- A woman employee having rendered continuous aggregate employment service of at least six (6) months for the last twelve (12) months shall be entitled to a special leave benefit of two (2) months with full pay based on her gross monthly compensation following surgery caused by gynecological disorders.

Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Intramuros, Manila

DEPARTMENT ORDER NO. 112-11
Series of 2011

GUIDELINES GOVERNING THE IMPLEMENTATION OF THE SPECIAL LEAVE BENEFITS FOR WOMEN EMPLOYEES IN THE PRIVATE SECTOR

Pursuant to Section 21 (B) of the implementing Rules and Regulations of Republic Act 9710, otherwise known as the “Magna Carta of Women”, the following guidelines relative to the application of the special leave benefits for women is hereby issues for the guidance and compliance of all concerned.

Section 1. Definition of terms – As used in these Rules, the following terms shall mean:

- (a) Special leave benefits for women refers to a female employee's leave entitlement of two (2) months with full pay from her employer based on her gross monthly compensation following surgery caused by gynecological disorders, provided that she has rendered continuous aggregate employment service of at least six (6) months for the last 12 months. This two-month leave is in addition to leave privileges under existing laws.
- (b) Gynecological disorders, refers to disorders that would require surgical procedures such as, but not limited to, dilatation and curettage, and those involving female reproductive organs such as the vagina, cervix, uterus, fallopian tubes, ovaries, breast, adnexa and pelvic floor, as certified by a competent physician. For purposes of the Act and the Rules and Regulations of this Act, gynecological surgeries shall also include hysterectomy, ovariectomy, and mastectomy.

Section 2. Conditions to entitlement of special leave benefits - Any female employee, regardless of age and civil status, shall be entitled to a special leave, provided she has complied with the following conditions:

- (a) She has rendered at least six (6) months continuous aggregate employment service for the last twelve (12) months prior to surgery;
- (b) She has filed an application for special leave in accordance with Section 3 hereof.

- (c) She has undergone surgery due to gynecological disorders as certified by a competent physician.

Section 3. Application for special – The employee shall file her application for leave with her employer within a reasonable period of time from the expected date of surgery, or within as may be provided by company rules and regulations or by collective bargaining agreement.

Prior application for leave shall not be necessary in cases requiring emergency surgical procedure, provided that the employer shall be notified verbally or in written form within a reasonable period of time and provided further that after the surgery or appropriate recuperating period, the female employee shall immediately file her application using the prescribed form.

Section 4. Availment - Special leave shall be granted to the qualified employee after she has undergone surgery, without prejudice to an employer allowing an employee to receive her pay before or during the surgery.

Section 5. Benefits - The employee is entitled to full pay for two months based on her gross monthly compensation. Gross monthly compensation refers to the monthly basic pay plus mandatory allowances fixed by the regional wage boards.

Section 6. Non-commutation of benefits - This special leave shall be non-cumulative and non-convertible to cash unless otherwise provided by a collective bargaining agreement (CBA).

Section 7. Enforcement and monitoring - The labor Inspectorate of the DOLE Regional Offices shall be responsible for the enforcement and monitoring of this Guidelines.

Section 8. Transitory Provision - Subject to the provisions of Section 2 herein, female employees who have taken a leave of absence following surgery for gynecological disorder on or after 15 September 2009 are entitled to the special leave benefits for women.

Section 9. Effectivity - This Guidelines shall take effect fifteen (15) days after its publication in a newspaper of general circulation.

Manila, Philippines, March 11, 2011.

(Sgd.) ROSALINDA DIMAPILIS-BALDOZ

Secretary

Appendix IV-H

REPUBLIC ACT 6728 GOVERNMENT ASSISTANCE TO STUDENTS AND TEACHERS IN PRIVATE EDUCATION ACT

CHED MEMORANDUM ORDER No. 03, SERIES 2012 ENHANCED POLICIES, GUIDELINES, AND PROCEDURES GOVERNING INCREASES IN TUITION AND OTHER SCHOOL FEES, INTRODUCTION OF NEW FEES, AND FOR OTHER PURPOSES

RA 6728 and regulations such as CHED Memorandum Order (CMO) 13, s. 1998 and CMO 3, s. 2012 (supplanting CMO 13 s 1998), which require HEIs, for every incremental tuition increase, to allocate **70 percent** of the increase for the payment of salaries, wages, allowances and other benefits of teaching and non-teaching personnel; **20 percent** for the improvement and/or acquisition of facilities, or modernization of buildings, equipment, libraries, laboratories and other similar facilities and the payment of other costs of operation; and **10 percent** for the return on investment for the HEIs if they are stock corporations, otherwise, the remainder is to be utilized for the operations of the HEI.

Appendix IV-I
VCA MEMO
SABBATICAL LEAVE

24 February 2017

To: **All Medicine, Undergraduate and Senior High School Faculty Members and Academic Support Personnel**

Through: **Channels**

From: **(Sgd.) Juanito O. Cabanias, PhD**
Vice Chancellor for Academics

(Sgd.) Melchor Victor G. Frias IV, MD, MScE, FPPS
Vice Chancellor for Research Services

Subject: **Sabbatical Leave**

Greetings in St. La Salle!

Please be informed that the Executive Committee of DLSHSI during its meeting dated 23 February 2017 has cleared the policy on granting of Sabbatical Leave. To wit: The faculty/ASP-researcher must be the principal author/investigator of the research proposal and should there be co-author/s/co-investigator/s, the aforementioned shall be entitled to research incentives for the said research either through faculty deloading or overloading and granting of points for promotion.

This shall automatically form part of the provision in the new Medicine Faculty Manual under Section C, Sub-section C.11, Undergraduate Faculty Manual under Section 7, Sub-section 7.4, Page 20, Senior High Faculty Manual under Section 7, Sub-section 7.4, Page 29, and ASP Manual under Section 7, Sub-section 7.4, Page 24.

Thank you very much.

Approved:

(Sgd.) Br. Gus L. Boquer FSC, EdD
President/Chancellor

cc: All Deans/Directors, FCD Director, HRM Director, Undergraduate Faculty/ASP Manual Technical Committee, Faculty Club, File

Appendix IV-J

POLICY ON SECONDMENT OF EMPLOYEES

POLICY TITLE: **Policy on secondment of employees in De la Salle Health Sciences Institute**

Proposed by: **(Sgd.) JOHNSON M. ASPACIO**
HRD Director

Recommended by: **(Sgd.) DR. ALVIN D. CRUDO**
Vice Chancellor for Shared Services
Presiding Officer, Operations Council

Approved by: **(Sgd.) BR. GUS L. BOQUER**
President

Date Approved: September 15, 2009

Date of Effectivity: September 15, 2009

Preamble/Background

Secondment or on-loaning of employees between the DLSHSI and other Lasallian schools and governmental/institutions has been practiced on for quite some time. In order to ensure uniformity in its application and for the protection of the interests of the various parties involved, this Policy is formulated and enforced after due consultation with the different sectors of the Institute.

Purposes

The purpose of the Policy is to:

1. Provide the step-by-step process in effecting secondment of employees.
2. Ensure uniformity in the application of this Policy.
3. Protect the interests of the various parties involved in the secondment.

Scope

This Policy shall cover:

1. All regular faculty and managerial employees of the Institute seconded to any De La Salle school.

2. All regular faculty and managerial employees of the Institute seconded to any governmental or international organizations.
 3. Employees of other Lasallian institution seconded to the Institute.
-

Procedure for Exemption:

1. All application shall divulge, in writing, that they have no relatives within the prohibition that are currently employed in the institute.
2. Intentional non-disclosure or omission as to the above mentioned matter shall be a ground for abrogation of the employer-employee relationship.
3. For extreme cases of exceptions, the following procedure shall apply:
 - a. A letter of request from the Unit Head concerned, endorsed by the VC, shall be presented to the OpCon for deliberation.
 - b. After which, the OpCon may endorse the same to the ExeCom/ President for final approval.
4. In all cases that fall within the above situations, the HRD is authorized to verify familial relationships of the employees of the institute, except those in the Academe.

Appendix IV-K

ENHANCED BROTHER PRESIDENT SCHOLARSHIP PROGRAM

De La Sale-Health Sciences Institute
De La Salle University-Dasmariñas

The Enhanced Brother President Scholarship Program (EBPSP) is created to provide scholarship to qualified children of DLSU-D and DLS-HSI employee. The existing Brother President Scholarship Program has been expanded as originally designed per Board of Trustees directive by increasing the number of slots available and improving some aspects in the guidelines. Furthermore, this was conceptualized to contribute to the 20% scholarship target of De La Salle Philippines in 2011.

WHO ARE ENTITLED:

- Children of full-time permanent faculty
- Children of regular staff who have rendered at least three (3) years of credited service
- Legally adopted children of single employees and childless couples may avail of the program

SCOPE OF SCHOLARSHIP:

For the first year of implementation, only one child per employee can avail of the program. A 100% tuition fee discount is given per beneficiary. The succeeding applicants can avail of the 75% and 50% tuition fee discounts in the succeeding years.

Example:

1st Availment 100% discount

2nd Availment 75% discount (can avail after the first year of implementation)

3rd Availment 50% discount (can avail after the second year of implementation)

GUIDELINES:

1. The scholarship is limited only to enrollment in DLSU-Dasmariñas and DLS-Health Science Institute. Courses not covered in this program are medicine and graduate studies.
2. Applicants must qualify for admission to the chosen course.
3. Employees whose children are currently enrolled in DLSU-D and DLS-HSI will also be covered.
4. If both parents are employees of one institution, only one (parent) can avail of the scholarship program. But if the parents are employees of both schools, each parent can avail of the scholarship where one is employed.

At any one time. After the third year of implementation, each parent may avail of the three types of scholarship offered.

5. Only one scholarship can be availed by an employee dependent at any one time.
6. To continuously avail of the program, the scholar should have no disciplinary case that warrants dismissal or withdrawal.
7. Should a scholar have failing grades, he/she may still avail of the program with the condition that re-enrollment of failed subjects will be at the expense of the parent. Furthermore, this should be paid before enrolling for the succeeding semester.
8. In case the scholar would like to shift to another course, the basis for the term of the grant will be on the number of years specified in the curriculum of the originally chose course.
9. The scholarship availment is non-transferable to another child.
10. Children of retiring employees who have availed of the program will be allowed to finish the course.
11. Children of resigning employees are excluded from availing of the program.
12. Children of parents who have availed of the Brother President Scholarship Program and enrolled in other DLSP Inc. school prior to the effectivity of the enhanced BPSP will be allowed to finish their studies.

Approved:

(Sgd.) Br. Gus Boquer, FSC
President, DLSU-D and DLS-HSI
May 15, 2008
Effective School Year 2008-2009

Appendix IV-L

AMENDMENT IN THE POLICIES AND GUIDELINES FOR THE ENHANCED BROTHER PRESIDENT SCHOLARSHIP PROGRAM

EFFECTIVE SY 2017-2018

The Enhanced Brother President Scholarship Program (EBPSP) has been created to provide scholarships to qualified children of DLSHSI employees. This has also been expanded to increase the number of slots available to contribute to the 20% scholarship target of De La Salle Philippines in 2011. Moreover, this initiative is in participation of DLSHSI to the centennial celebration of Lasallian Presence in the country and the Brother President's special gift to the DLSHSI employees in their celebration of the Jubilee.

Anent to this, we would like to inform the DLSHSI community that effective SY 2017-2018, the following scholarship policies and guidelines shall be implemented:

WHO ARE ENTITLED:

1. Children of full time permanent faculty members in the Senior High School, Undergraduate Colleges and Medicine and Academic Support Personnel;
2. Children of permanent staff and managers and
3. Legally adopted children of single employees and childless couples

SCOPE OF SCHOLARSHIP:

All full time permanent faculty members, ASP, managers, and staff are entitled to 100%, 75% and 50% Tuition Fee discounts, respectively for their three (3) children who shall be enrolling in De La Salle Health Sciences Institute and De La Salle University-Dasmariñas.

PROVISION AMENDED:

In case the scholar-dependents due to the following circumstances: Health and medical-related, immigration-related and important family-related concerns such as death of the parents and sibling and financial difficulties would not be able to continue the enrollment supported by a Leave of Absence Form during the following semester/term/school year, the scholarship grant shall still be in existence and shall be automatically recommenced when the scholar-dependents return to school and re-enroll. The scholar-dependents are still entitled to enjoy such benefit and the basis still for the duration of the grant shall be on the number of years specified in the curriculum of the originally chosen course and the terms/semester availed. The semester/term/year when the scholar-dependents are on leave shall not be deducted from the total number of approved years/semesters/terms of scholarship availment.

All other provisions in the Scholarship Policies and Guidelines, which are not covered by this amendment shall remain in full force and effect.

Appendix IV-M

ST. LA SALLE MEDICAL EDUCATION BENEFIT

RATIONALE

The scholarship grant has been created to provide scholarships to qualified children of DLSHSI employees who dream of becoming Lasallian physicians in the future. This has also been conceptualized to increase the number of slots available to contribute to the 20% scholarship target of De La Salle Philippines in 2011. Moreover, this initiative is in participation of DLSHSI to the centennial celebration of Lasallian presence in the country and the Brother President's special gift to DLSHSI employees in their celebration of the Jubilee.

Anent to this, we would like to inform the DLSHSI community that effective SY 2012-2013 "but not retroactive", the scholarship grant shall be implemented.

WHO ARE ENTITLED?

1. Children of full-time permanent faculty members both in the undergraduate colleges and Medicine
2. Children of permanent staff
3. Legally adopted children of single employees and childless couples

SCOPE OF SCHOLARSHIP

All full-time permanent faculty members and staff are entitled to 100%, 75%, and 50% tuition fee discounts, respectively for their three (3) children who shall be enrolling in De La Salle Health Sciences Institute. However, if the employees have plans and have already identified one (1) of their children who may enroll in the College of Medicine program of the DLSHSI in the future, they may opt to reserve already a specific slot and specific percentage for this purpose. The employees are given full freedom and consent to decide on this matter as long as it is still covered by the aforementioned scope of scholarship. In the case of DLSHSI employees who have one (1) child/dependent, 100% tuition fee discount shall be given both for the undergraduate and Medicine program. On the other hand, employees who have two (2) children/dependents, 50% tuition fee discounts shall be given to the medical education of one of their children should they opt to use both the grant in the undergraduate program of their children.

GUIDELINES

1. The scholarship benefit is limited only to enrollment in DLSHSDI College of Medicine
2. Employee's children/dependents must qualify for the admission requirements of the College Admissions Center of DLSHSI and the Collegiate Scholarship Committee of the College of Medicine

3. Applicants for Medicine should have gotten at least 70% in the National Medical Admissions Test (NMAT)
4. If both parents are employees of one institution, only (1) one parent can avail of the scholarship program
5. To continuously avail of the program, the scholar-dependents should have no disciplinary case that warrants dismissal or withdrawal
6. Should the scholar-dependents have failing grades, they could still avail of the program with the condition that re-enrollment of the subjects failed shall be shouldered by the employees. Furthermore, the said fees should be settled before enrolling in the succeeding semester
7. Medicine program has to be finished within four (4) years and the succeeding semester/year spent in the case the program is not completed by the scholar-dependents concerned shall be shouldered by the parents
8. Fees for the residency training programs are not covered by the benefit
9. Employees whose children have already started with Medicine but shall be due for retirement even before their children shall have been finished with their studies shall be allowed to continue the scholarship until the commencement of the course enrolled in.
10. Children of resigning employees shall not be covered by this scholarship program.

All other provisions in the Scholarship Policies and Guidelines which are not covered by this amendment shall remain in full force and effect.

All other policies inconsistent with this amendment are hereby repealed and modified accordingly.

ENDORSED:

(Sgd.) ALVIN D. CRUDO, RRT, EdD
Vice Chancellor for Shared Services

APPROVED:

(Sgd.) BR. GUS L. BOQUER, FSC, EdD
President

Appendix IV-N

**ADDENDA ON THE SCHOLARSHIP BENEFITS
FOR THE DLSHSI EMPLOYEES**

**OFFICE OF THE DIRECTOR FOR ADMISSIONS
AND SCHOLARSHIP ASSISTANCE PROGRAM**

05 May 2011

FOR: THE DLSHSI COMMUNITY

THROUGH: CHANNELS

FROM: JUANITO O. CABANIAS, PhD
Director

ENDORSED: ALVIN D. CRUDO, RRT, EdD
Vice Chancellor for Shared Services

**RE: ADDENDA ON THE SCHOLARSHIP BENEFITS FOR THE DLSHSI
EMPLOYEES**

Greetings in St. La Salle!

This is to inform the entire DLSHSI community of the addenda on the scholarship benefits given to all qualified employees. To wit:

1. Employees who are now in their 50s and have already rendered twenty (20) years of productive service in the institution and whose children are still in their pre-elementary and elementary levels who could have applied for the Brother President Scholarship Program (BPSP) but have been covered by the Enhanced Brother President Scholarship Program (EBPSP) approved on 15 May 2008 be allowed to avail of the scholarship benefit re: 50% discount on the Tuition Fees for the pre-elementary and elementary education of the dependent/s in any of the De La Salle Schools that offers such. Notably, this addendum is effective SY 2011-2012 but not retroactive.

Raison de'etre: The dependents of the employees concerned would not be able to enjoy the scholarship privilege under the EBPSP because the employees would have already been retired from their service by the

time their dependents enter into college education. It would be fair enough if the benefit would be used for this purpose in lieu of the college scholarship given through EBSP.

2. Employees whose children have already started with their college education either in DLSU-D or here in DLSHSI but shall be due for retirement even before their children shall have been finished with their studies be allowed to continue the scholarship benefits until the commencement of the courses enrolled in.

Raison de'etre: This is also a way to extend DLSHSI's commitment to ensure that all dependents of their employees shall be given the opportunity to finish their college education. This scholarship benefit manifests true essence of Lasallian education. This is also a way of expressing the Institute's sincerest gratitude to all its employees who have decided to stay and spend almost most of their time serving the institution and its stakeholders.

3. Employees whose first child was able to avail the BPSP but whose second child is now covered by the EBSP be allowed to avail still of the 100% tuition fee discount for their second children applying the new polices and guidelines of the EBSP. This is effective SY 2011-2012, but not retroactive.

Raison de'etre: The BPSP and EBSP are two different scholarship benefits with two different guidelines therefore whatever is mandated by the new policy for the EBSP should be binding and still executory. The employees start as a new recipient of the aforesaid policy and the previous benefit is no longer considered and recognized (if and only if the 1stavailment was under the BPSP and thesucceeding ones are under the EBSP)

The aforesaid addenda in the scholarship coverage of DLSHSI still require all applicants concerned to follow the process and procedure for application. The Office of the Director for Admissions and Scholarship Assistance Program through the Scholarship Program and Development Center and the assistance of the different offices concerned particularly the Human Resources Development Office is still given the authority to screen applicants and thereby submit its recommendation to approving authorities.

Thank you very much.

APPROVED:

(Sgd.) BR. GUS L. BOQUER FSC, EdD

President

Appendix IV-O

CEAP CATHOLIC EDUCATIONAL ASSOCIATION OF THE PHILIPPINES RETIREMENT PLAN PRIMER

MISSION

To provide academic and non-academic personnel of Participation Institutions a comfortable and decent way of life at retirement through adequate financial benefits, primarily by being active participants at the start of employment.

OBJECTIVE

To establish on the basis of private initiative, a multi-employer retirement plan intended mainly for teachers and employees of private educational institutions and to promote careerism and institutional loyalty among academic and non-academic personnel.

To provide retirement benefits for teachers and employees of Participating Institutions where such provision should be an integral part of the compensation package and to supplement other retirement benefits, specifically pension from Pag-ibig Fund and the Social Security System (SSS).

NATURE

It is non-contributory plan with specific institutional and employee contribution scheme and rates. The benefits are determined by the accumulated contributions and earning standing to the member's credit upon resignation, separation or retirement.

ESTABLISHMENT

The CEAP Retirement Plan was established on July 1, 1968. On Sept. 15, 1968, the first meeting of the CEAP Retirement Board was held with 22 schools committed to join the Plan. The Plan was formally approved as a qualified Plan by the BIR on April 11, 1969, entitling the Plan as well as its members to certain tax exemption benefits.

FEATURES OF THE PLAN

A. MEMBERSHIP - Automatic for regular employees including probationary employees of the Participating Employers regardless of age but prior to age 60.

B. CONTRIBUTION

Future Service Contribution - At least four percent (4%) of current monthly basic salary.

Past Service Contribution - At least five percent (5%) of the Member's average monthly basic salary for the 12-month period prior to membership in the Plan multiplied by the number of months of past service.

Voluntary Contribution - Optional contribution by a Member of an amount equal to at least one percent (1%) but not more than four percent (4%) of current basic salary, can only be withdrawn on account of resignation, separation or retirement.

- C. EARNINGS** – The Fund does not guarantee earning; objective is not to go below 9%, which is the actuarial hurdle.
- D. MEMBER'S STATEMENT** – As soon as practicable after the beginning of each calendar year, the Trustee shall prepare and furnish to each Member and the Participation Employer a written statement/s of:
- 1) All earning of the fund during the prior fiscal year;
 - 2) The value of the Fund as of December 31 of the prior year; and
 - 3) The status of the respective Member's accounts as of December 31 of the prior year.
- E. RETIREMENT DATE**
- i. Normal Retirement - age 60
 - ii. Late Retirement - beyond age 60 to 65
 - iii. Optional/Early Retirement - after 20 yrs. of continuous service
- F. RETIREMENT BENEFIT** – Total contributions and income accrued thereon to be received by the Retiree; if the normal or late (deferred) retirement benefits to be received by the member from contributions made by his Participation Employer in his favour shall be less than what is required by Law (RA 7641) as a lump sum retirement benefit, his Participating Employer shall pay the difference.
- G. SEPARATION BENEFIT** – (a) The return of the member's total voluntary contribution plus the income accrued thereon, if any, and (b) a specified proportion of the total contribution of his Participating Employer in his favour plus the income credited thereto under the Trust Fund computed in accordance with his length of membership in the Plan as follows:

Completed Years of Continuous Service		Percentage Payable
Below	10 years	none
After	10 years	50%
	11 years	55%
	12 years	60%
	13 years	65%
	14 years	70%
	15 years	75%
	16 years	80%
	17 years	85%
	18 years	90%
	19 years	95%
	20 years	100%

The tenure of service of a Member shall be reckoned from actual date of hire with the Participating Employer.

- H. MODE OF PAYMENT** - The mode of benefit payment is Lump Sum
- I. DEATH BENEFITS** - (a) in case of death of a Member, benefit is equivalent to 100% of the amount standing to his credit under the books of Fund; and (b) proceeds of his additional death benefit under the Plan, shall be paid to his beneficiary or beneficiaries equivalent to one (1) year's salary based on the Member's latest monthly basic salary but shall not exceed P150, 000.00. However, employees of Participating Employer which have failed to remit the contributions for a total of twelve (12) months shall not be entitled to this additional death benefit and the Participating Employer shall pay the beneficiary of the deceased employee an amount equivalent to this additional death benefit, the unpaid contributions of the Participating Employer for the deceased employee shall be deducted from the death benefit, without prejudice to the beneficiaries claiming from the Participating Employer these unpaid contributions deducted from the death benefit.
- J. DISABILITY BENEFIT OR FOR REASON OF PERMANENT TOTAL INCAPACITY OR DISABILITY** - Benefit is equivalent to 100% of the amount standing to his credit under the books of the Fund regardless of such Member's length of service, or the amount due him under the Law, whichever is higher. The determination of permanent total incapacity or disability shall be made by the doctor to be designated by the Participating Employer and his judgement shall be final.
- K. LIEN OF PARTICIPATING EMPLOYER** - The Participating Employer shall have the first lien upon the amount standing to the credit of its Members to cover all liabilities of the Member to the Participating Employer and all losses, cost and expenses which the Participating Employer may incur through his dishonesty, defalcation, theft or any other act.
- L. TERMINATION OF PARTICIPATING EMPLOYER'S MEMBERSHIP IN THE PLAN** - Upon termination of membership, the total Fund of Participating Employer (Scholl/Institution) will be transferred intact to a Successor Trustee or will be distributed proportionately among its members.
- M. ADMINISTRATION OF THE FUND** - All questions relating to the operation and administration of the Fund shall be resolved by the Retirement Commission in coordination with the Trustee Bank and the Retirement Office.
- N. PORTABILITY OF BENEFITS** -Applicable only for members who have rendered less than 10 years of continuous service upon resignation/separation from his Participating Employer. However, if upon resignation or separation, the members has already rendered at least 10 years of continuous service with a Participating Employer, he shall be paid the proportion of the amount standing to his credit according to the vesting provision of the Plan.

Republic of the Philippines
Department of Labor and Employment
 Manila

Pursuant to the provisions of Article 267 of the Labor Code as amended by Republic Act No. 7641, in relation to the Sections 5 & 6, Art. 5 of the same Code, Rule II of Book VI of the Rules Implementing the Labor Code is hereby, the full text of which shall read as follows:

RULE II

Section 5. Retirement Benefits

- 5.1 In the absence of an applicable employment contract, an employee who retires pursuant to the Act shall be entitled to retirement pay equivalent to at least one-half (1/2) month salary for every year of service, a fraction of at least six (6) months being considered as one whole year.
- 5.2 Components of one-half (1/2) Month Salary - For the purpose of determining the minimum retirement pay due an employee under this Rule, the term one half month salary shall include all of the following:
 - a) Fifteen (15) days salary of the employee based on his latest salary rate. As used herein, the term "salary" includes all remunerations paid by an employer to his employees for services rendered during normal working days and hours, whether such payments are fixed or ascertained on a time, task, piece or commission basis, or other method of calculating the same, and include the fair and reasonable value, as determined by the Secretary of Labor and Employment, of food, lodging or other facilities customarily furnished by the employer, to his employees. The term does not include cost of living allowances, profit sharing payments and other monetary benefits which are considered part of or integrated into the regular salary of the employees;
 - b) The cash equivalent of five (5) days of service incentive leave;
 - c) One-twelfth of the 13th month pay due the employee;
 - d) All other benefits that the employer and employee may agree upon that should be included in the computation of the employee's retirement pay.

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

"Pension, retirement and separation pay - Pensions, retirement and separation pay constitute compensation subject to withholding tax, except the following:

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

- i) The benefit plan must be approved by the Bureau of Internal Revenue;
- ii) The retiring official or employee must have been in the service of the

same employer for at least ten (10) years and is not less than fifty (50) years of age at the time of retirement; and

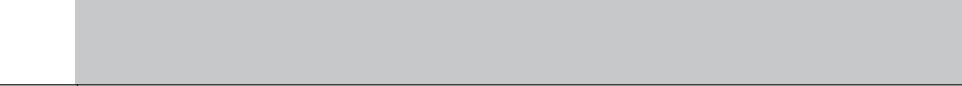
- iii) The retiring official or employee shall not have previously availed of the privilege under the retirement benefit plan of the same or another employer”

This has been interpreted by the First Division, NLRC, Dept of Labor & Employment in the case entitled “Caridad Alita vs. Dominican School/ Sister Lorenza Sajul, O.P.” Case No. NLRC NCR Case No. 00-10-07401-94). Promulgated 29 Aug. 1996, **as cash equivalent of 1/12 of 5 days incentive leave.*

CEAP Centre

#7 Road 16, Bagong Pag-Asa
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Telefax No. 426-26-77; Tel. NO. 926-6273
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ADDENDA



ADDENDUM 1


VCA MEMO: NOTICES, UPDATES AND SCHEDULES

Reference No.: OVCA-18-19-17

22 April 2019

To : The Academic Community

Through : Channels

From :  Juanito O. Cabalona, LPT, MAE, PhD
Vice Chancellor

Subject: Notices, Updates and Schedules

Greetings in St. La Salle!

Please be informed of the following:

Dates	Activities
July 12, 2019	Deadline for the submission of documents for ranking and promotion to the Department/ College
July 13-18, 2019	Meeting of the Collegiate/Departmental APEB for the evaluation of documents submitted, computation of points and recommendation of ranks
July 19, 2019	Deadline for the submission of documents for ranking and promotion with the APEB evaluation, computation and recommendation of points and ranks to IAPRB through the HRM
August 15, 2019	Deadline for the submission of Conflict of Interest, Commitment and Disclosure Form
June 01-August 16, 2019	Observation of 40 hours of residency of all Academic Service Faculty except for those enrolled in Graduate Studies who are required to render 20 hours of residency
June 17-August 16, 2019	Observation of the 20-hour residency of full time academic teaching faculty (permanent and probationary teaching Medicine and all other undergraduate students) without teaching load this Mid-Year Term or without teaching load in upper classmen and internship

July 1, 2019	Start of regular reporting of academic teaching faculty and effectivity of appointment of newly-hired full time probationary and fixed term academic teaching faculty for SY 2019-2020 (Special Health Sciences Senior High School)
August 19, 2019	Start of the 25-hour regular reporting of academic teaching faculty and effectivity of appointment of newly-hired full time probationary academic teaching faculty for SY 2019-2020 (CHS BS Biochemistry)
August 12, 2019	Start of the 30-hour regular reporting of academic teaching faculty (College of Medicine and All Other Undergraduate Colleges) and effectivity of appointment of newly-hired full time probationary academic teaching faculty for SY 2019-2020 (College of Medicine and All Other Undergraduate Colleges) except for those with teaching load in upper classmen and internship, which may begin on an earlier date
August 12, 2019	Effectivity of appointment of newly-hired full time probationary academic service faculty for SY 2019-2020
May 27-31, 2019	4th Year Medicine Pre-Clerkship Orientation
May 15, 2019 (First Semester/Term) November 11, 2019 (Second Semester/Term)	BS Medical Laboratory Science Interns Orientation
June 14, 2019 (First Semester/Term) December 04, 2019 (Second Semester/Term)	BS Radiologic Technology Interns Orientation
June 24, 2019 (First Semester) December 18, 2019 (Second Semester/Term)	CRS Interns Orientation
May 20, 2019 (First Semester) November 25, 2019 (Second Semester/Term)	Start of Clinical Internship (BS Medical Laboratory Science)
June 01, 2019 December 01, 2019	Start of Clinical Internship (Doctor of Medicine) Start of Clinical Internship (CM Irregular Students)
June 17, 2019 (First Semester/Term) December 09, 2019 (Second Semester/Term)	Start of Clinical Internship (BS Radiologic Technology)

July 01, 2019 (First Semester/Term) January 06, 2019 (Second Semester/Term)	Start of Internship (CRS)
August 12-16, 2019	Freshmen Orientation (Doctor of Medicine and All Undergraduate Courses)
August 19, 2019 (First Term) December 16, 2019 (Second Term) April 20, 2020 (Third Term)	Opening of Classes (BS Biochemistry)
July 08, 2019 (First Semester/Term) January 6, 2020 (Second Semester/Term)	Opening of Classes (3rd Year Doctor of Medicine)
August 05, 2019 (First Semester/Term) August 14, 2019 (First Semester/Term) August 19, 2019 (First Semester/Term)	Opening of Classes (Special Health Sciences Senior High School) Opening of Classes (1st and 2nd Year Doctor of Medicine) Opening of Classes (All Other Undergraduate Colleges)
January 06, 2020 (Second Semester/Term) January 13, 2020 (Second Semester/Term) January 20, 2020 (Second Semester/Term) June 15, 2020	Opening of Classes (3rd Year BS Medical Laboratory Science and 3rd Year Doctor of Medicine) Opening of Classes (1st and 2nd Year Doctor of Medicine and Special Health Sciences Senior High School) Opening of Classes (All Other Undergraduate Colleges) Opening of Mid-Year Term Classes
September 23-28, 2019 (First Semester/Term) February 10-15, 2020 (Second Semester/Term) February 24-March 2, 2020 (Second Semester/Term)	Preliminary Examinations (All Undergraduate Courses except for BS Biochemistry) Preliminary Examinations (3rd year BS Medical Laboratory Science) Preliminary Examinations (All Undergraduate Courses except for BS Biochemistry)
October 07-12, 2019 (First Term) February 10-15, 2020 (Second Term) June 08-13, 2020 (Third Term)	Mid-term Examinations (BS Biochemistry)

November 04-09, 2019 (First Semester/Term)	Mid-term Examinations (All Other Undergraduate Courses)
March 30-April 04, 2020 (Second Semester/Term)	Mid-term Examinations (3rd year BS Medical Laboratory Science)
April 13-18, 2020 (Second Semester/Term)	Mid-term Examinations (All Undergraduate Courses except for BS Biochemistry)
July 06-08, 2020 (Mid-Year Term)	Mid-term Examinations (All Undergraduate Courses except for BS Biochemistry)
October 28-November 04, 2019 (First Semester)	Final Examinations (Third Year Doctor of Medicine Students)
April 13-24, 2020 (Second Semester/Term)	
December 2-7, 2019 (First Term)	Final Examinations (BS Biochemistry)
April 06-08, 2020 (Second Term)-Graduating and non-graduating students	
July 27-August 01, 2020 (Third Term)-Graduating	
August 03-08, 2020 (Third Term)-Non-graduating	
December 16-21, 2019 (First Semester/Term)-Graduating	Final Examinations (All Other Undergraduate Courses)
May 11-16, 2020 (Second Semester/Term)	Final Examinations (3rd year BS Medical Laboratory Science)
May 25-30, 2020 (Second Semester/Term)-Graduating	Final Examinations (All Other Undergraduate Courses)
July 23-25, 2020 (Mid-year Term)	Final Examinations (All Other Undergraduate Courses)
December 8-15, 2019 (First Term)	Term Break (BS Biochemistry)
April 13-19, 2020 (Second Term)	
November 05-25, 2019 (First Semester/Term)	Term Break (Third Year Doctor of Medicine)
January 06-15, 2020 (First Semester/Term)	Term Break (1st and 2nd year Doctor of Medicine)
April 05- May 22, 2020 (Second Semester/Term)	Term Break (Third Year Doctor of Medicine)
May 31-June 14, 2020 (Second Semester/Term)	Term Break (1st and 2nd year Doctor of Medicine and All Other Undergraduate Courses)
December 11, 2019	Academics' Thanksgiving Day
December 20, 2019	DLSMHSI Christmas Party

December 22-January 05, 2020	Christmas Break
January 06-15, 2020 (First Semester/Term) May 31-June 14, 2020 (Second Semester/Term)	Term Break (All Other Undergraduate Courses)
June 23, 2020	Commencement Ceremonies (Undergraduate Courses except BS Biochemistry)
June 24, 2020	Commencement Ceremonies (Doctor of Medicine)
July 03, 2020	Commencement Ceremonies (Special Health Sciences Senior High School)
August 28, 2019	Commencement Ceremonies (BS Biochemistry)

Moreover, the faculty members and Academic Service Faculty are reminded of the following:

1. All full-time permanent academic teaching faculty and those who are on their second year of probationary enrolled in their graduate studies shall be exempt from reporting during the mid-year term break. However, all full time permanent academic service faculty and those who are in their second year of probationary enrolled in their graduate studies shall be required to render 20 hours of residency during the entire mid-year term break.
2. Appointment of new academic teaching faculty and academic service faculty (full time fixed and part-time) shall take effect during the opening of classes/start of Internship Program (if the academic teaching faculty has been given such assignment) except for Senior High Faculty with Fixed Term appointment whose reporting shall begin July 1, 2019.3. All other appointments of faculty members teaching in the College of Medicine and College of Rehabilitation Sciences and those handling Internship Programs, which are not covered by these policies (those whose effectivity of appointments does not follow the normal opening of semester/term/school year) shall be observed accordingly.
3. All other appointments of academic teaching faculty assigned in the College of Medicine and College of Rehabilitation Sciences and those handling Internship Programs, which are not covered by these policies (those whose effectivity of appointments does not follow the normal opening of semester/term/school year) shall be observed accordingly.
4. Appointment of new set of administrators takes effect August 1, 2019.

Thank you very much.

Cc: OP, All VCs, HRMD, FCD, File

ADDENDUM 2

POLICIES, STANDARDS AND GUIDELINES IN THE CONDUCT OF FACULTY PERFORMANCE EVALUATION

March 17, 2019

I. Policy Statement

The Academics of De La Salle Medical and Health Sciences Institute supports employee performance evaluation and requires a formal evaluation of all including the faculty and academic support personnel.

All probationary full-time, fixed term and part-time faculty members/ASP shall be evaluated twice in a school year, while all permanent faculty/ASP shall only be evaluated once in a school year, both on a schedule determined by the Deans/Directors/or Program Directors.

II. Rationale

This policy provides for the annual evaluation as part of the academic operations in the Institute. It is consistent with DLSMHSI's thrust of developing and nurturing excellent faculty/ASP. Through the regular conduct of evaluation, where individual performance is compared to standards established by their respective departments, opportunity is provided for acknowledging and recognizing exemplary work, identifying areas for improvement and redirecting aptitudes to increase motivation and enhance quality of performance.

III. Scope of Evaluation

a. Evaluation Tools

Faculty/ASP's evaluation are based on expected outcomes or behaviors, set by the academic, which relate to their respective areas of assignment (classroom and clinical) and other responsibilities/commitment towards students, peers, heads and the institution. The set standards of performance are reflected into each and every tool developed, tested and approved, for the purpose of evaluating performance.

All colleges adopt the same outcomes-based evaluation tool to appraise faculty/ASP performance in the classroom. In evaluating faculty/ASP performance in the clinical areas, however, each college utilizes a tool that is specific to their department or discipline.

b. Types of Evaluation

All faculty/ASP are required to be appraised using the 360-degree method of evaluation where feedback are derived from multiple raters or evaluators. A 360-degree method allows for a more objective and broader view of employee performance.

For the purpose of this type of evaluation, the administrators, students, peers and the faculty/ASP themselves are assigned as the evaluators.

1. Administrators' Evaluation

This is an evaluation done by the Dean/Director/Program Director/Academic Chair to determine the teaching competence and work efficiency of the faculty members/ASP under them (please see approved tools for evaluation).

All faculty members/ASP have to be evaluated by their immediate heads both in their teaching/work and personal and professional relationships and responsibilities. In the event that the Dean is not able/unavailable to evaluate teaching responsibilities of the faculty, the Academic Chairs in charge of the subjects/area that the faculty teach or levels where they teach, shall assume the responsibility of doing such.

2. Students' Evaluation

This is an evaluation done by the students/patrons to determine the competence and efficiency of the faculty members/ASP in their teaching/work (please see approved tool for evaluation).

All faculty members/ASP shall be evaluated by their students/patrons both in lecture/laboratory/clinical following the frequency set for all full-time probationary, fixed term, part-time, and permanent faculty members/ASP. Rule of Thumb shall be fifty percent (50%) plus 1 of the total number of classes handled shall be used for evaluation for the faculty members. For the ASP, it shall be upon the full discretion of the Director.

3. Self-Evaluation

This is an evaluation done by faculty members/ASP to themselves to personally assess their competence and efficiency in the conduct of their teaching/work, personal and professional relationships with their students, peers and immediate heads (please see approved tool for evaluation).

For purposes of fair play and equal rights, all faculty members/ASP shall conduct self-evaluation. The result becomes part and parcel of the over-all performance of the faculty members/ASP as determined by the percentage allotted for this evaluation.

4. Peer Evaluation

This is an evaluation done by one faculty member/ASP to another faculty member/ASP within his/her college/department/unit/cluster to determine the competence and efficiency of his/her colleague (please see approved tool for evaluation).

All faculty members/ASP shall be evaluated by their own peer within the college or department or cluster or unit. For every faculty/ASP, three (3) of his/her colleagues from the same college or department or cluster or unit shall give evaluation. The list of faculty/ASP-evaluators shall be determined by the Dean/Director.

IV. Procedures

All probationary full-time, fixed term and part-time faculty members/ASP are evaluated twice in a school year; one (1) during the first semester/term and another one during the second semester/term schedule of which is determined by the Dean/Director and communicated with the Academic Quality Management. However, all permanent faculty/ASP are only evaluated once in a school year depending on the schedule given by the Dean/Director. Faculty members/ASP are evaluated through the following scheme:

1. The Academic Quality Management announces the commencement of the conduct of evaluation through Channels.
2. The different colleges/department heads submit the list of faculty/ASP to be evaluated.
3. The faculty/ASP will proceed to carry out the SELF and PEER evaluation procedure, while their respective heads will carry out the ADMINISTRATOR'S evaluation ON-LINE (classroom observation will be manual for the meantime) following the instructions provided for by Center for Innovative Education and Technology Integration to facilitate easy access and ensure protection/privacy of data encoded. Nevertheless, a form will be submitted by the Administrators to AQM that has the names of the faculty members who were observed with their signature, the date of classroom observation and the subject/course taught. (please see attached form).
4. For the students' evaluation of faculty/ASP, the procedure will be done in two parts:
 - a. For the classroom teaching/skills lab, the students will carry out an ON-LINE evaluation of the faculty/ASP
 - b. For clinical teaching, the students will do a manual evaluation of the faculty, after a list of faculty to be evaluated together with a specific schedule and room are submitted to the AQM, a week before the actual conduct of evaluation.

*For any problems related to the on-line evaluation, kindly contact AQM (1347/5100) / CIETI (1470) for assistance.

- ▶ *Note 1: Administrators with teaching load, either in classroom, laboratories/ clinical areas or both, have to be evaluated by students, peer and another administrator in the performance of their responsibilities as faculty/clinical instructor. The Academic Chair who is in charge of the subject/level where the administrator teaches shall be the administrator tasked to do the evaluation. This is to ensure that standards are met in the conduct of the teaching-learning process.*
- ▶ *Note 2: A faculty/ASP who lacks either of the aforementioned types of evaluation will still receive a performance rating to ensure that the 360-degree evaluation is complied with. The faculty/ASP will automatically be given the highest performance rating on the aspects he/she was failed to be evaluated, provided that the failure to complete the evaluation is through no fault of his/her own. If the faculty/ASP to accomplish the SELF-EVALUATION, on the other*

hand, for reasons not considered valid, will mean a score or rating of 0.00.

5. Based on the distribution of percentage, the results of the evaluation shall be tallied, computed and interpreted accordingly by the Evaluators and counterchecked by the AQM Chair assigned with evaluation. All faculty members/ASP shall be informed of the results of the evaluation through a hard copy given after the release of the semestral/term grades. The results shall be personally handed in by the Evaluators to the colleges/departments concerned.
6. The Dean/Director/Program Director/Academic Chair are expected to hold post-conference after the result of the evaluation has been distributed to the faculty/ASP.
7. In case a faculty member/ASP needs to clarify matters pertaining to the results of his/her evaluation, he/she may inquire from his/her Dean/Director/Program Director/Academic Chair who shall then coordinate with the Academic Quality Management should there be corrections/changes to be made.
8. The results of the evaluation are automatically included in the 201 File or records of the faculty members/ASP concerned.
9. The results become official document of the Academics once published and received by the faculty members/ASP concerned.

Approved:

Juanito O. Cabanias, LPT, MAE, PhD
 Vice Chancellor for Academics

ADDENDUM 3

VCA MEMO: ACADEMIC POLICIES AND ADMINISTRATIVE ORDERS

Reference No.: OVCA-18-19-28

July 08, 2019

To: All Academic Administrators, Academic Teaching Faculty and Academic Service Faculty

Through: Channels

From: 
Juanito O. Cabanias, LPT, MAE, PhD
Vice Chancellor

Subject: Revised Academic Policies and Administrative Orders

Greetings in St. La Salle!

Effective immediately, the following revised academic policies and administrative orders must be strictly observed and implemented:

1. ON TEACHING LOAD AND OVERLOAD

- 1.1. All academic administrators/academic teaching faculty /academic service faculty must observe the following:
 - 1.1.1. Vice Chancellor for Academics-no teaching load; overload must be a maximum of 9 units per term/semester outside office hours inclusive of the DLSHSI Graduate Studies; However, the VCA is only allowed to handle 3 units of teaching load per semester in the DLSMHSI Graduate Studies;
 - 1.1.2. All Deans and Registrar-3 units of teaching load every term/semester; overload must be a maximum of 9 units inclusive of the DLSMHSI Graduate Studies per term/semester outside office hours; However, Deans/Registrar are only allowed to handle 3 units of teaching load per semester in the DLSMHSI Graduate Studies. The Dean of the College of Medicine follows the policies of the college on teaching load;
 - 1.1.3. All Institutional Directors -6 units of teaching load every term/semester; overload must be a maximum of 9 units inclusive of the DLSMHSI Graduate Studies per term/semester outside office hours; However, the Institutional Directors are only allowed to handle 3 units of teaching load per semester in the DLSMHSI Graduate Studies. The Institutional Directors from the College of Medicine follow their policies on teaching load;
 - 1.1.4. All Vice Deans/Assistant Director and Program Directors-9 units of teaching load every semester/6 units every term (for the trimestral program); overload must be a maximum of 9 units inclusive of the DLSMHSI Graduate Studies per semester/6 units every term (for the trimestral program) outside office hours; However, Vice Deans/Assistant Director and Program Directors are only

allowed to handle 3 units of teaching load per semester in the DLSMHSI Graduate Studies. Vice Dean /Program Director from the College of Medicine follow their policies on teaching load;

- 1.1.5. All Academic/Department/Year Level Chairs-15 units of teaching load every semester/10 units every term (for the trimestral program); overload must be a maximum of 9 units inclusive of the DLSMHSI Graduate Studies per semester/6 units every term (for the trimestral program) outside office hours; However, Academic/Department/Year Level Chairs are only allowed to handle 3 units of teaching load per semester in the DLSMHSI Graduate Studies. Academic/Department/Year Level Chairs from the College of Medicine follow their policies on teaching load;
- 1.1.6. All academic teaching faculty -18 units of teaching load every semester/12 units every term (for the trimestral program); overload must be a maximum of 9 units inclusive of the DLSMHSI Graduate Studies per semester/6 units every term (for the trimestral program) outside regular residency hours; However, academic teaching faculty are only allowed to handle 3 units of teaching load per semester in the DLSMHSI Graduate Studies. Academic Teaching Faculty from the College of Medicine follow their policies on teaching load; special lecture outside the College of Medicine must be a maximum of 6 units every semester/term but outside their teaching assignments in the CM;
- 1.1.7. All Academic Service Faculty-maybe allowed to teach 6 units if qualified every semester/term (duly approved by the immediate head) inclusive of the DLSMHSI Graduate Studies outside their office/residency hours; and
- 1.1.8. The Vice Chancellor for Academics, Deans, Registrar, Institutional Directors, Vice Deans/Assistant Director, and Program Directors (except for the CM) should not handle clinical teaching/preceptorials during their term of office.

NOTE: *In some special cases, the teaching overload may exceed to nine (9) units depending on the justification given by the immediate head endorsed by the Director/Dean concerned duly approved by the VCA.*

2. ON SPECIAL LECTURES/SPEAKERSHIPS/OTHER PROFESSIONAL ENGAGEMENTS IN THE INSTITUTE

- 2.1. 2.1. All academic administrators/academic teaching faculty /academic service faculty must observe the following:
 - 2.1.1. The Vice Chancellor for Academics may handle special classes/lectures and other speaking invites and professional services duly approved by the President.
 - 2.1.2. All other academic administrators, academic teaching faculty and academic service faculty invited either as resource persons, lecturers, documenters, emcees/moderators, activity evaluators, and the like are compensated following the approved institutional policies and guidelines and rates;
 - 2.1.3. All Special Lectures/Speakerships/Other Professional Engagements in the Institute of the Academic Administrators, Faculty Members and ASP must be duly approved by their Immediate Heads; and

- 2.1.4. All special lectures and other professional engagements conducted by all concerned must be properly documented and filed using the **OVCA FORM 120: DIRECT TEACHING/ACADEMIC-RELATED SERVICE RENDERED BY ACADEMIC TEACHING FACULTY AND ACADEMIC SERVICE FACULTY.**

3. ON FILING OF PAYMENT REQUISITION SLIP AND REPLENISHMENT OF EXPENSES

- 3.1. All academic administrators/academic teaching faculty/academic service faculty must observe the following:
- 3.1.1. All PRS must contain a letter duly approved by the immediate head and the Vice Chancellor for Academics, copy of related documents and forms appertaining to the said activity, breakdown of expenses, and other supporting documents;
 - 3.1.2. All PRS must indicate where to properly charge the expenses for the said request;
 - 3.1.3. All PRS must be submitted on or before the required period for the filing of request; and
 - 3.1.4. Replenishment of cash advances and payment requests must be accomplished and submitted within five (5) working days after the said activity with the corresponding official receipts/invoices/summary of expenses OR any other available proofs duly signed and approved by the immediate head.

Thank you very much.

Approved:



Br. Gus L. Boquer FSC, EdD
President/Chancellor

cc: ALL VCs, FCD, HRM, File

ADDENDUM 4

IMPLEMENTING RULES AND REGULATIONS ON THE GRANTING OF RESEARCH INCENTIVES TO FACULTY MEMBERS AND ACADEMIC SUPPORT PERSONNEL INVOLVED IN RESEARCH ACTIVITIES

Reference No.: OVCA-19-20-39

September 10, 2019

To: **All Academic Teaching Faculty and Academic Service Faculty**

Through: Channels

From: 
Juanito D. Cabanias, LPT, MAE, PhD
Vice Chancellor

Subject: **Revised Implementing Rules and Regulations on the Granting of Research Incentive to Academic Teaching Faculty and Academic Service Faculty involved in Research Activities, SY 2019-2020**

Greetings in St. La Salle!

Please be informed that effective SY 2019-2020, the revised Implementing Rules and Regulations on the Granting of Research Incentive shall be instituted across colleges and departments.

For strict compliance.

Thank you very much.

cc: OP, ALL VCs, Research Directors, Finance and Controllership Dept., HRM, Payroll, File

REVISED IMPLEMENTING RULES AND REGULATIONS ON THE GRANTING OF RESEARCH INCENTIVES TO ACADEMIC TEACHING FACULTY AND ACADEMIC SERVICE FACULTY INVOLVED IN RESEARCH ACTIVITIES EFFECTIVE SY 2019-2020

RATIONALE:

The Medicine, Undergraduate, Senior High, and Academic Service Faculty Manuals (SY2019-2022) have all highlighted the significance of the conduct of research of every member of the Academic Community. In fact, it has been included in the list of duties and responsibilities of the members. Everyone is encouraged to engage in research for professional growth and to explore other areas of inquiries. These may include basic and applied research, published as articles, monographs, or books, seminar papers, feasibility studies, creative works, and other research outputs related to professional activities.

RESEARCH INCENTIVES:

1. Guaranteed or Protected Time for Research

A research project or grant shall stipulate a "guaranteed or protected" time. As such, the Academic Teaching Faculty/Academic Service Faculty may request the Dean and/or the Director for less teaching or work load to ensure fulfillment of the project (refer to the College of Medicine, Undergraduate Faculty, Senior High, and Academic Service Faculty Manuals).

2. VCA's Award for Scholarly Productivity

2.1 Permanent faculty members with a minimum rank of Associate Professor, Senior High Faculty with a minimum rank of Master Teacher 1, Academic Service Faculty with a minimum rank of ASF3-1 and Part-Time/Fixed Term Faculty with a Minimum rank of Associate Professorial Lecturer / Master Teacher and whose papers have been published in a peer reviewed journal provided the name of the Institution is clearly identified in the designation of the author in the journal article shall receive the following incentives:

Category	Level of authorship	Incentive for Permanent Full-Time Academic Teaching Faculty (ATF) and Academic Service Faculty (ASF)	Incentive for Permanent Full-Time Academic Teaching Faculty (ATF) and Academic Service Faculty (ASF) serving as co-authors of students' papers	Incentive for Part-Time/Fixed-Term Academic Teaching Faculty (ATF) and Academic Service Faculty (ASF)
Scopus-Indexed Journal	Primary author	100% of basic salary	n/a	Php15,000
	Co-author	50% of basic salary	30% of basic salary	Php10,000
	Co-authors (if there are more than 1 co-author and all from DLSMHSI)	50% of basic salary of the primary author to be equally divided among the co-authors	n/a	None
Any Abstracting & Indexing (A&I) Service	Primary author	50% of basic salary	n/a	None
	Co-author	30% of basic salary	20% of basic salary	None
	Co-authors (if there are more than 1 co-author and all from DLSMHSI)	30% of basic salary of the primary author to be equally divided among the co-authors	n/a	None

Professional Journals	Primary author	30% of basic salary	n/a	None
	Co-author	20% of basic salary	15% of basic salary	None
	Co-authors (if there are more than 1 co-author and all from DLSMHSI)	20% of basic salary of the primary author to be equally divided among the co-authors	n/a	None

- 2.2 Professorial and academic chair holders also qualify for the incentive if they publish a paper in an internationally accepted peer reviewed journal over and above that is required by the chair they hold.
- 2.3 The author should apply for the award and submit all supporting documents to the Dean/Director concerned and endorsed to the Academics Publication Review Board. The Academics Publication Review Board recommends to the Vice Chancellor for Academics for final approval.
- 2.4 One paper/entry qualifies for one award for the school year.
- 2.5 Collaborative researches within DLSMHSI or with other agencies may also qualify. However, in cases when there are more than 1 co-author affiliated with DLSMHSI and the primary author is not from DLSMHSI, the percentage of the basic salary of the first listed author affiliated with DLSMHSI shall be the basis for the computation of the financial incentive.
- 2.6 ATF/ASF who are serving as co-authors of students' papers are required to be a research adviser for the past two (2) years and must have completed at least one (1) institutionally-approved research for the past two (2) years.
- 2.7 Professional journals may include institutional, society and university research journals but not classified as predatory. ATF and ASF are advised to refrain from publishing in any predatory publishers as they shall be disqualified for any research incentive. A journal maybe considered predatory if it is listed under the Beall's List of Predatory Journals and Publishers. (<http://beallslist.weebly.com>)
- 2.8 The research incentive to be given to qualified ATF and ASF shall be taken from the approved and available research budget of the Vice Chancellor for Academics through the VCA Research Fund.

3. Financial Incentive for Presentation

Please refer to the College of Medicine, Undergraduate Faculty, Senior High, and Academic Service Faculty Manuals.

4. Points for Faculty Promotion


Credits and points for faculty promotion in step/rank are awarded to authors of published or unpublished completed research works (refer to the College of Medicine, Undergraduate Faculty, Senior High, and Academic Service Faculty Manuals).

Works Cited:

Frias, M. V. et al., (2012). Research manual. De La Salle Health Sciences Institute, Angelo King Medical Research Center: City of Dasmarias, Cavite, Phils.

Medicine, Undergraduate and Academic Support Faculty Manuals (2012).

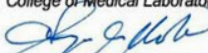
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
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Dean, College of Humanities and Sciences



Rolando M. Reyes, MD, MHPEd, FPCS, FPSGS, FPALES
Dean, College of Medical Laboratory Science



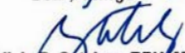
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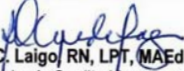

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Registrar

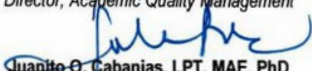

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Juanito O. Cabanias, LPT, MAE, PhD
Concurrent Director, Lasallian Admission and Scholarship Opportunities

APPROVED:

Juanito O. Cabanias, LPT, MAE, PhD
Vice Chancellor

ACKNOWLEDGEMENT

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1988 Ad Hoc Committee on Faculty Manual

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Roberto A. Espos, M.D.	-	Member
Cesar D. Tongo, M.D.	-	Member

(Please detach this page and submit to the Office of the Dean)

CONFORME

To: The DEAN
College of Medicine
De La Salle Medical & Health Sciences Institute
Dasmariñas, Cavite

By signing below, I certify that I have received a copy of the CM Faculty Manual (SY 2019 - 2022).

I attest that I have read and understood all provisions contained herein, and hereby subscribe and agree to conform to and abide by its provisions.

Faculty Signature over PRINTED Name

Date:



DE LA SALLE
MEDICAL AND HEALTH SCIENCES INSTITUTE
Caring For Life