

UNIVERSITY OF SANTO TOMAS – UST FACULTY UNION

**UST-USTFU
COLLECTIVE
BARGAINING
AGREEMENT
2021-2026**

España Blvd., Manila

University of Santo Tomas – UST Faculty Union
May 30, 2025

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UST-USTFU COLLECTIVE BARGAINING AGREEMENT 2021-2026

As a Catholic University, and in accordance with the Catholic Social Teachings on Labor, Unions, and Workers' Rights, we hereby declare that:

We are a caring learning community that upholds PRINCIPLED COOPERATION in effecting better labor management relations. Cooperation thrives in an atmosphere of trust, openness, transparency, mutual respect, justice, and love.

Hence:

- We promote human development first and foremost in any undertaking;
We go out of our way to anticipate and respond to the needs of the students, the academic staff, and the administration;
We foster creativity in teaching, research, community service, as well as in leadership and management;
We promptly share information in response to valid requests;
We subscribe to the principles of management by values;
We value and pursue collegiality and solidarity;
We are guided by the spirit and the letter of the law in our dealings with one another. However, in case of ambiguity of the letter, then the spirit of the law prevails.

We achieve this by improving the terms and conditions of employment of the academic personnel of the University.

ARTICLE I: USTFU RECOGNITION

Section 1. Sole and Exclusive Collective Bargaining Representative & Coverage

The UNIVERSITY OF SANTO TOMAS (UNIVERSITY) hereby recognizes the UNIVERSITY OF SANTO TOMAS FACULTY UNION (USTFU) as the sole and exclusive representative of the collective bargaining unit.

ARTICLE II: DEFINITION OF TERMS

The following definitions shall apply in the interpretation and construction of the terms of this CBA:

Section 2.1. Academic Staff Appointment & Classification Terms

- 2.1.1. Academic Staff - teaching and non-teaching academic staff of the UNIVERSITY
2.1.1.1. Teaching Academic Staff - academic staff involved in actual teaching and/or research and/or community /extension service/NSTP facilitators
2.1.1.2. Non-Teaching Academic Staff - academic staff who are in support of teaching and/or research and /or community /extension service (Guidance Counselors and Librarians)
2.1.2. Regular Academic Staff - refers to all tenured academic staff necessary or desirable in the usual operation of the UNIVERSITY and one who possesses all the qualifications provided under the policies and guidelines of the UNIVERSITY, the Manual of Regulations for Private Higher Education (MORPHE) of the Commission on Higher Education (CHED) and this CBA. For the purposes of this CBA, whenever "tenured academic staff" is used, it means that the parties are referring to regular academic staff.
2.1.3. Non-Regular Academic Staff - refers to all other academic staff, whether teaching or non-teaching, with a contractual appointment
2.1.3.1. Probationary Academic Staff - one who holds a probationary (tenure-track) appointment
2.1.3.2. Contractual Appointment - an appointment issued to an academic staff for a fixed period of time renewable at the discretion of the UNIVERSITY, as the need arises and subject to the limitations provided for in this CBA; extendees, lecturers, special lecturers, assistant and associate professorial lecturers, professorial lecturers, substitute academic staff, and visiting professors are covered in this definition
2.1.3.2.1. Fixed Term Appointment - a contractual appointment issued to an academic staff with a Master's Degree for a specified period of time in accordance with the provisions in Article VIII (Nature of Appointment or Tenureship)
2.1.3.2.2. Part-Time Appointment - a contractual appointment issued to an academic staff in accordance with the provisions in Article VIII (Nature of Appointment or Tenureship)

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2.1.4. **Full-Time Academic Staff** – one who carries an actual total unit load of fifteen (15) or more per term in the UNIVERSITY, and meets the requirements stipulated in the MORPHE

2.1.5. **Part-Time Academic Staff** – one who carries an actual total unit load of less than fifteen (15) per term in the UNIVERSITY. All academic staff who do not meet the requirements of the MORPHE for full-time academic staff are considered part-time.

2.1.6. **Probationary Appointment** – an appointment issued to an academic staff on a tenure-track that shall not exceed three (3) consecutive years or six (6) consecutive regular terms and consistent with the other requirements provided under the policies and guidelines of the UNIVERSITY and of the MORPHE

2.1.7. **Tenurial Appointment** – an appointment issued to an eligible academic staff after complying with the requirements set forth by the UNIVERSITY, the Manual of Regulations for Private Higher Education (MORPHE), and this CBA

Section 2.2. Terms used in Loading

2.2.1. **Unit Load** – for teaching academic staff, this refers to the numerical figure assigned to the number of hours of academic or a combination of academic and academic-related activities that include actual lecture or laboratory classes, research activities, community/extension service, textbook/module writing or other academic assignments such as subject supervisor, level coordinator, or other equivalent activities, as a basis for the computation of economic benefits and for other purposes as maybe defined in this CBA; for non-teaching academic staff, this refers to the number of hours devoted to their respective jobs or other job-related activities assigned to them

2.2.2. **Full Load** – an academic assignment every term equivalent to twenty-one (21) unit load given to a teaching academic staff. For non-teaching academic staff, full load is equivalent to forty (40) hours per week.

2.2.3. **Part-time Load** – an academic load assignment of less than fifteen (15) units given to an academic staff

2.2.4. **Regular Load** – a unit load assigned to an academic staff at the start until the end of a term in any College that is used, among others, as the basis for the computation of the eleventh (11th) and twelfth (12th) month salary

2.2.5. **Substitute Load** – a load arising from the temporary Leave of an academic staff, such as Leave of Absence, Sick Leave, Special leave Benefits for Women, Maternity Leave, etc., which can be assigned to a regular or non-regular academic staff

2.2.6. **Special Term Load** – a load resulting from courses offered by the UNIVERSITY during Special Term as prescribed in the regular curriculum of an academic program; previously known as Summer Curriculum Load

2.2.7. **Petition Load** – a load resulting from a class petitioned by students due to their deficiencies

2.2.8. **Overload** – due to exigencies, a total unit load assigned to an academic staff in excess of the maximum twenty-one (21) unit load per term

Section 2.3. Terms used in Promotion / Reclassification / Evaluation

2.3.1. **Promotion** – a change in rank of an academic staff from a lower to a higher rank

2.3.2. **Reclassification** – a change in class of an academic staff from the lower to a higher class within the same rank

2.3.3. **Upgrading** – a movement in class and/or rank of non-regular academic staff

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2.3.4. **Conversion** – a change from contractual appointment to probationary appointment or teaching to non-teaching (or vice-versa) as the case maybe

2.3.5. **Promotion/Reclassification Period** – refers to the start of the Academic Year when the results of the Faculty Comprehensive Evaluation take effect.

2.3.6. **Coverage Years** – refers to the two (2) year period within which achievements / accomplishments / activities of an academic staff shall be considered based on submitted documents for purposes of reclassification / promotion

2.3.7. **Submission Period** – refers to the sixty (60) days duration given to the academic staff to submit their documents for purposes of reclassification / promotion

2.3.8. **Evaluation Period** – refers to the period of time when the documents are submitted to Office of the Vice-Rector for Academic Affairs (OVRAA) for evaluation up to the time of approval by the Permanent Committee on Faculty Classification (PCFC) for reclassification or by the Academic Senate for promotion, which shall not exceed a total of one (1) year in either case

2.3.9. **Competence Evaluation** – a component of the Comprehensive Evaluation used for the assessment of the Professional Competence & Department of academic staff conducted by the respective Deans, Faculty Councils, Ad Hoc Committees (or the corresponding evaluators for Guidance Counselors, Librarians and NSTP facilitators), and Students' Survey

2.3.10. **Satisfactory Competence Evaluation** – the result of a Competence Evaluation of an academic staff corresponding to the equivalent of at least a Satisfactory rating

2.3.11. **Comprehensive Evaluation** – a process used in the assessment of qualification, job performance, and productivity of academic staff taking into consideration the following criteria: Academic Preparation, Professional Experience & Training, Professional Competence & Department, Research & Creative Works, and Community / Extension Service, etc.

2.3.12. **Comprehensive Evaluation Score** – refers to the total points earned by an academic staff arising from the Comprehensive Evaluation criteria and procedure of the UNIVERSITY as specified in the Manual of Academic Staff Evaluation.

2.3.13. **Special Promotions Program** – Upon completion of the academic staff of his/her doctoral degree, he/she may apply for promotion/ reclassification

Section 2.4. Other Terms

2.4.1. **Unit Head** – operationally used in this CBA to refer to the head of a College, Faculty, Institute, High School Department; or the Chief Librarian, Guidance and Counseling Director, Simbahayan Director, and Research Center Directors, unless otherwise specified.

2.4.2. **Academic Unit** – refers to College/Faculty/Institute/Basic Education unit of the UNIVERSITY tasked with the delivery of academic programs and support services

2.4.3. **Course Preparation** – refers to each subject matter or teaching assignment whether lecture, laboratory or other teaching / advisory activities assigned to an academic staff in any academic unit as specified in his/her load form

2.4.4. **Faculty Development** – programs, projects, and activities meant to enhance the professional and personal growth of academic staff to prepare them for future career advancement

2.4.5. **Qualified** – in reference to teaching load, this means possessing the appropriate academic degree or units earned and when applicable, license, as required by MORPHE and/or CHED.

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2.4.6. **Check-off** – a process whereby the UNIVERSITY deducts union dues or agency fees, fines or assessments from the salaries of academic staff who are members of the Collective Bargaining Unit and remits them directly to USTFU

- 2.4.6.1. **Union dues** – regular monthly contributions deducted from the salary of members of the Collective Bargaining Unit (CBU) who are members of USTFU to support all activities of USTFU
- 2.4.6.2. **Agency fees** – amount deducted from the salary of members of the Collective Bargaining Unit (CBU) who are not members of USTFU equivalent to the dues and other fees paid by USTFU members

2.4.7. **Overtime Pay** – additional pay given to any academic staff arising from actual teaching or work duties assigned to him / her in excess of an eight (8) hour work per day unless the academic staff requests for such schedule and voluntarily waives this provision in writing

2.4.8. **School day** – a weekday when UNIVERSITY offices are open during business hours for transactions or whenever regular classes are held

2.4.9. **Community / Extension Service** – civic development activities or programs / projects of the Thomasian community adopted / recognized by the Office of the Simbahayan of the UNIVERSITY that is primarily responsible for addressing the integral needs and concerns of the marginalized sector/s of society

ARTICLE III: MANAGEMENT RIGHTS AND PREROGATIVES

The UNIVERSITY has the exclusive right to hire and appoint academic staff under such reasonable rules and regulations as it may prescribe.

The USTFU recognizes the prerogatives of Management to impose disciplinary action on any academic staff who is found to have violated the existing rules, regulations and policies set forth by the UNIVERSITY.

These rights and prerogatives are subject to the relevant provisions of this CBA, the Manual of Regulations for Private Higher Education (MORPHE), Labor Code, and other applicable laws.

ARTICLE IV: SCOPE/COVERAGE OF THE COLLECTIVE BARGAINING AGREEMENT UNIT

Section 4.1. Collective Bargaining Unit

All academic staff of the UNIVERSITY, wherever they are stationed, constitute the appropriate Collective Bargaining Unit (CBU) covered by this CBA.

Excluded are the following: Unit Heads; Regents; Assistant Unit Heads; Principals; Assistant Principals; College Secretaries; Heads of Academic UNIVERSITY-wide Departments as well as their Assistants; College Department Chairs; Directors, Chiefs, Head, Administrators, and Officers-in-Charge of the UNIVERSITY services and offices such as: Office of the Vice-Rector for Academic Affairs (OVRAA); Office of the Vice-Rector for Religious Affairs; Office of the Vice-Rector for Finance; Accounting Division; Budget Office; Office of the Internal Auditor; Office of the Secretary General; Office of the Registrar; Admission Office; Planning and Quality Management Office; Office of the Human Resource Development; Student Affairs Office; Public Affairs Office; Alumni Affairs Office; Purchasing Office; Facilities Management Office; UNIVERSITY Publishing House; Office for Research and Innovations; Research Centers of the UNIVERSITY; Education Technology Center; STePS; Security Office; as well as their assistants; members of the Dominican Order; and all other academic staff not included above but are holding university-wide managerial and administrative positions, and exercising functions pertaining to management, such as policy-making and the prerogative to hire and fire.

Upon request, the UNIVERSITY agrees to provide USTFU within two weeks from ratification of this CBA and within the first month of succeeding terms with a list of all academic staff including their appointments; and such excluded persons in the immediately preceding paragraph

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Section 4.2. Terms and Conditions of Employment

The terms and conditions of employment embodied in this CBA shall govern the relationship between the UNIVERSITY and all members of the Collective Bargaining Unit.

The recruitment of qualified academic staff whenever necessary remains as a management prerogative of the UNIVERSITY.

The UNIVERSITY agrees that it shall not allow teaching assistants and like staff to engage in functions necessary and desirable in the normal conduct of affairs when tenured and probationary academic staff can perform them.

ARTICLE V: USTFU SECURITY

Section 5.1: Maintenance of Membership Clause

As a condition of their continued employment, all academic staff who are members of USTFU on the date of the signing and the effectivity of this CBA shall continue and maintain their membership with USTFU.

Section 5.2. Newly Tenured Academic staff

5.2.1. The UNIVERSITY agrees that new academic staff who are not yet members of USTFU and have passed the probationary period of employment and taken in as tenured academic staff must become members of USTFU within one (1) month from the respective dates of their tenureship and shall maintain such membership in good standing as a condition of their continued employment.

5.2.2. In special circumstances, part-time academic staff may voluntarily request in writing not to join USTFU when their membership in the Union shall interfere / affect their other jobs, or in other similar valid situations, provided the same shall be approved by both the UNIVERSITY and USTFU.

Section 5.3. USTFU Membership and Termination

The UNIVERSITY, upon written notice of USTFU, shall terminate the services of any USTFU member who shall fail to maintain his/her USTFU membership in good standing within thirty (30) days, provided that the UNIVERSITY shall be held free and harmless from any liability arising out of such termination.

Section 5.4. Recognition of Due Process

The UNIVERSITY and USTFU recognize the right of an academic staff to due process and to the enjoyment of academic freedom.

Section 5.5. Vacancies in the UNIVERSITY

USTFU may recommend to the UNIVERSITY applicants for any vacant or additional academic staff positions, either teaching or non-teaching, that may be needed during the effectivity of this CBA.

Section 5.6. Basic UNION Rights

The UNIVERSITY recognizes and respects the exercise of basic Union rights by USTFU as provided for by law.

ARTICLE VI: USTFU DUES AND AGENCY FEES

Section 6.1. USTFU Dues and Agency Fees

Recognizing the right of USTFU to regularly collect from all academic staff: union dues, fines, fees, special assessments, and agency fees; the UNIVERSITY shall collect for USTFU by way of check-off said union dues, fines, fees, special assessments, and agency fees.

In furtherance of the above, the UNIVERSITY undertakes to check-off in favor of USTFU an amount equivalent to zero-point seventy-five percent (0.75%) of the gross salaries after mandatory deductions of the academic staff as these are received by the academic staff. The amount thus collected serves as Union dues or Agency fees as the case may be, and the same shall constitute the USTFU Fund.

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Section 6.2. Utilization of USTU Funds

USTFU reserves the right to designate the benefits over which the check-off will be deducted.

The sum thus collected shall be used to defray the costs of administration and management of USTFU; the establishment of an effective defense and legal services system for USTFU and its individual members, cooperative, credit, labor networking, housing undertakings, finance incentives for academic staff recipients of Doctoral or Masteral degrees, faculty Annual Sports Fest and Wellness Program, Dangkal ng UST Awards, post-retirement programs, and underwrite other mandatory UNION activities under the Labor Code, such as continuing program of information dissemination of terms and conditions of the CBA including the provisions of USTFU Constitution and By-Laws and the "Faculty Manual" of UST with emphasis on the mutual rights and duties and obligations of the academic staff, USTFU and the UNIVERSITY.

Section 6.3. Remittance to USTFU

The amount collected from members as check-off shall be remitted to USTFU office within thirty (30) days from collection together with the breakdown or summary of the academic staff deducted, "gross salary after mandatory deductions" and the corresponding amount deducted.

The UNIVERSITY shall be held free and harmless from any liability arising out of this particular Article.

ARTICLE VII: ACADEMIC FREEDOM

Section 7.1. Scope of Academic Freedom

Every academic staff shall enjoy full academic freedom in the performance of his/her judgment and capability. Furthermore, in the exercise of said academic freedom, the academic staff shall not be limited, in presenting and imparting his/her course, to the syllabi and to the confines of the classroom or the school campus. He / She shall be free to devise such lessons, activities, and alternative academic programs as he/she deems right and best for the learning process within his/ her area of expertise, consistent with the nature of the University as a Catholic institution. In any event, the foregoing shall be subject to the established mission, vision, graduate attributes, core values and policies of the UNIVERSITY and pertinent government regulations.

The installation and use of closed-circuit television (CCTV) cameras within the UNIVERSITY premises particularly inside the classrooms shall not in any way impede the academic staff's exercise of his/her right to academic freedom.

Section 7.2. Catholic University

Notwithstanding the provisions of the foregoing section, the UNIVERSITY is a Catholic UNIVERSITY with avowed norms, policies, and objectives of a Catholic nature to which its academic staff should accord due respect. Every academic staff should refrain by word or conduct from creating scandal through grave departure from said norms, policies and objectives. A grave departure there from shall be a ground for separation from the service.

Section 7.3. Rating and Discipline of Students

7.3.1. An academic staff is the sole authority to determine the academic standing of his / her students in accordance with the policies and standards of the College concerned. However, the Unit Head, with the concurrence of the Faculty Council, has the right to require the academic staff to give the reasons or bases used in rating any student, and if, in their judgment, an error has been committed in such rating, they may take appropriate remedial action.

7.3.2. An academic staff is responsible to the Unit Head for the maintenance of order and discipline in the classroom.

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Section 7.4. Academic Competence

7.4.1. It is a fundamental responsibility of every academic staff to maintain and enhance his/her competence in his/her field of assignment, exercise appropriate restraint, show respect for the opinion of others, and be judicious in the use of materials in the classroom.

7.4.2. Video recording via use of a CCTV camera may be used to verify and confirm contested attendance of an academic staff and the on-going activities inside the classroom.

ARTICLE VIII: NATURE OF APPOINTMENT OR TENURESHIP

Section 8.1. Tenureship of an Academic staff

8.1.1. A teaching academic staff shall be given a tenurial appointment upon his/her compliance with all of the following requisites:

- 8.1.1.1. For probationary academic staff
 - 8.1.1.1.1. He/She has the required Master's degree;
 - 8.1.1.1.2. He/She has the required license, updated PRC ID, updated MCLE compliance, and/or IBP clearance when applicable;
 - 8.1.1.1.3. He/She has served as a full-time academic staff for six (6) consecutive regular terms; and
 - 8.1.1.1.4. He/She has rendered satisfactory service, as shown by at least a satisfactory competence evaluation from all evaluating sectors, i.e., Unit head, Faculty Council, Ad Hoc Committee, and Students.
- 8.1.1.2. For a teaching academic staff on a fixed term appointment:
 - 8.1.1.2.1. He/she is reappointed by the University upon the end of his/her contract, provided that the duration of his/her fixed-term appointment is at least three (3) years. In case such duration is less than three (3) years, the faculty will have to be reappointed as probationary academic staff and serve the remaining years before he/she can be tenured.

8.1.2. A non-teaching academic staff shall be given a tenurial appointment upon his/her compliance with all of the following requisites:

- 8.1.2.1. For probationary non-teaching academic staff
 - 8.1.2.1.1. He/She possesses the required license and updated PRC ID;
 - 8.1.2.1.2. He/She has served for three (3) consecutive years; and
 - 8.1.2.1.3. He/She has rendered satisfactory service, as shown by at least a satisfactory competence evaluation from all evaluating sectors, i.e., Unit head, Faculty Council, Ad Hoc Committee, and Students.
- 8.1.2.2. For a non-teaching academic staff on a fixed term appointment:
 - 8.1.2.2.1. He/She is reappointed by the University upon the end of his/her contract, provided that the duration of his/her fixed-term appointment is at least three (3) years. In case such duration is less than three (3) years, the academic staff will have to be reappointed as probationary academic staff and serve the remaining years before he/she can be tenured.

8.1.3. A teaching or non-teaching academic staff may apply for early tenureship through the Unit Head upon compliance with the following requirements:

- 8.1.3.1. With appropriate Master's degree;
- 8.1.3.2. He/She is on probationary status;
- 8.1.3.3. He/She has rendered four (4) consecutive terms or two (2) consecutive years;
- 8.1.3.4. He/She has rendered full time service during the probationary period;
- 8.1.3.5. He/She has a Very Satisfactory Competence Evaluation for four (4) terms; from all evaluating sectors, i.e., Unit head, Faculty Council, Ad Hoc Committee, and Students.
- 8.1.3.6. He/She has the required license, updated PRC ID, updated MCLE compliance, and/or IBP clearance when applicable;

Section 8.2. Probationary Appointment

8.2.1. A probationary appointment shall be given to a newly-hired academic staff who is a holder of at least a Master's degree and where applicable, a holder of the appropriate professional license, with the

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expectation of tenureship upon the successful completion of the probationary period and compliance with the requirements for tenureship as formally made known to the academic staff at the time of his/her engagement and in compliance with existing CBA provisions on tenureship.

8.2.2. The nature and circumstances concerning a probationary appointment are as follows:

8.2.2.1. Within the probationary period, the probationary academic staff shall enjoy security of tenure and after the fifth (5th) term, his/her services may be terminated for failure to meet the conditions formally made known to the academic staff at the time of his/her engagement, or for causes specified under the law.

8.2.2.2. No probationary appointment may be terminated by the UNIVERSITY by reason of "End of Contract."

Section 8.3. Contractual Appointment

8.3.1. Fixed Term Appointment

8.3.1.1. With Master's Degree

8.3.1.2. Applies to a Substitute

The UNIVERSITY shall not hire any substitute academic staff unless the following conditions concur:

8.3.1.2.1. A substitute appointment shall only be given upon the temporary leave of a tenured or probationary academic staff; and

8.3.1.2.2. It is issued only when no current tenured or probationary academic staff can handle the undistributed loads.

8.3.1.2.3. The effectivity of a substitute appointment expires upon "end of contract."

8.3.1.3. Can be assured of at least 15 unit-load until the end of the term

8.3.1.4. Cannot be converted to part-time within the fixed term period

8.3.1.5. Cannot be re-appointed after the end of the fixed-term period, otherwise, the provision set in 8.1.1.2.1. shall apply.

8.3.2. Part-Time Appointment

8.3.2.1. Applies to academic staff who do not conform with one or more of the qualifications set by the MORPHE for full-time academic staff

8.3.2.2. May carry a teaching load of less than 15 units

8.3.2.3. Also includes:

8.3.2.3.1. Lecturer

8.3.2.3.1.1. An academic staff with master's degree carrying a lecturer appointment who may be designated as Lecturer, Special Lecturer, Assistant Professorial Lecturer, Associate Professorial Lecturer, or Professorial Lecturer;

8.3.2.3.1.2. The UNIVERSITY shall not hire any lecturer academic staff unless in highly specialized fields nor give any undistributed load to them except when no current tenured or probationary academic staff has the required expertise, skills, and training to teach the subject matter;

8.3.2.3.1.3. The effectivity of a lecturer appointment expires upon "end of contract";

8.3.2.3.1.4. The unit load of a lecturer academic staff shall not exceed twelve (12) per term.

8.3.2.3.1.5. An academic staff with a lecturer appointment may apply for conversion to a probationary or tenure appointment upon compliance with the necessary requirements set by the UNIVERSITY.

8.3.2.3.2. Extendee. An academic staff appointed in accordance with Article XIX, Section 19.7 and 19.8 (Extension of Retirees).

Section 8.4. Issuance of Appointment

8.4.1. The UNIVERSITY shall issue the corresponding appointment to an academic staff who has fulfilled the requirements in accordance with the foregoing sections not later than two (2) weeks from compliance.

8.4.2. No applicant shall be hired and allowed to teach without the corresponding appointment.

8.4.3. Upon request, the UNIVERSITY agrees to provide USTFU with a complete list of all contractual academic staff and their corresponding number of unit load for that term.

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Section 8.5. Evaluation of Academic staff

8.5.1. The evaluation of tenured academic staff shall be conducted by the UNIVERSITY for promotion or reclassification purposes as provided for in the Manual of Academic Staff Evaluation and in Article XII (Promotion / Reclassification).

8.5.2. The evaluation of probationary and other non-tenured academic staff shall be for purposes of renewal of appointment, conversion, or tenureship. It shall be governed by the following procedures:

8.5.2.1. A Competence Evaluation shall be done every term after the preliminary examinations.

8.5.2.2. The initial evaluation, i.e. the evaluation of an academic staff during his/her first term of service in the University, shall only be for purposes of information to the academic staff concerned for the reason that he / she is still adjusting to the various demands of their work in the UNIVERSITY.

8.5.2.3. After the initial evaluation, any one (1) Unsatisfactory Competence Evaluation rating from any of the component evaluating sectors shall be cause for non-renewal of appointment, without prejudice to the academic staff's remedial rights under the CBA and existing University rules.

8.5.2.4. The academic staff shall be furnished with the results before the end of every term. The Unit Head or his/her authorized representative must discuss and review the evaluation results with the academic staff concerned. The academic staff must sign the copy of the evaluation result.

8.5.2.5. If the academic staff is not satisfied with any evaluation, he/she has the right to request in writing for a review with his/her Unit Head.

8.5.2.6. If a probationary academic staff is not to be reappointed under paragraph 8.5.2.3 of this Section or as a sanction due to offenses committed under the UNIVERSITY Policies, MORPHE, Labor Code and its implementing rules and regulations, the concerned academic staff shall be given a formal written notice of non-renewal of contract not later than three (3) days after the final grades have been encoded.

8.5.2.7. For purposes of conversion or tenureship, the creditable years of service of an academic staff shall be counted from the time he /she first joined the UNIVERSITY as an academic staff, either through a probationary or contractual appointment.

ARTICLE IX: LOADING

Section 9.1. Course Assignments

To maximize efficiency, an academic staff shall be assigned to teach courses within his / her field of competence, without prejudice to assignment of a course for which he / she has had adequate training or preparation, in consultation with the academic staff concerned.

Section 9.2. Load Entitlement

9.2.1. A tenured academic staff shall be entitled to twenty-one (21) unit load per term subject to provisions of Section 9.7 (Reduction of Unit Load) of this Article.

9.2.2. However, this load entitlement may be voluntarily waived by a tenured academic staff by opting for a lesser load, such option to be disclosed in writing to the Unit Head by the concerned academic staff at least one (1) month before the start of the term.

9.2.3. A tenured academic staff who requests a teaching load equivalent to a part-time load may forfeit his/her regular or permanent status at the discretion of the management of the UNIVERSITY without prejudice to currently tenured part-time academic staff.

9.2.4. Tenured academic staff shall not refuse a load unless for justifiable reason(s) as determined by the Unit Head, Faculty Council and the USTFU representative in accordance with relevant provisions of this CBA.

9.2.5. A tenured academic staff who cannot handle the load to which he / she is entitled by reason of his / her inability to meet the assigned class schedule, provided an exhaustive attempt has been made to meet his / her reasonable preferred schedule, shall be construed as having waived his / her entitlement. In all circumstances, the class schedule shall be arranged in favor of the students.

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9.2.6. A probationary academic staff shall be entitled to at least fifteen (15) unit load per term.

9.2.7. For a tenured academic staff teaching specialized courses, such as, but not limited to the Conservatory of Music, College of Architecture, College of Fine Arts and Design, and College of Rehabilitation Sciences who cannot be given the number of unit load to which he/she is entitled, he/she shall be given the option to teach a general course, provided he/ she is qualified. Otherwise, this shall be construed as a waiver of his/her entitlement.

9.2.8. This Section shall not apply to the Graduate School, Faculty of Civil Law, and the Faculty of Medicine and Surgery. However, a tenured academic staff in the Faculty of Civil Law and the Faculty of Medicine and Surgery shall be entitled to at least his/her same unit load or assignment in the previous term, excluding the overloads and substitute loads, except in the justified de-loading as herein provided.

Section 9.3. Priority in Teaching Assignment

9.3.1. All tenured academic staff shall have the priority in teaching assignments. No probationary academic staff shall be assigned to teach a course until all qualified tenured academic staff shall have been given their twenty-one (21) unit load entitlement.

9.3.2. The Unit Head shall not recommend the hiring of new academic staff unless all tenured academic staff shall have been given their respective twenty-one (21) unit guaranteed load and all probationary academic staff shall have been given at least fifteen (15) unit load. However, the Unit Head may recommend a new academic staff when no tenured or probationary academic staff is qualified to teach a particular course or subject based on the requirements set by MORPHE and CHED.

However, the Unit Head may recommend a new academic staff when no tenured or probationary academic staff is qualified to teach a particular course or subject based on the requirements set by MORPHE and CHED.

9.3.3. No new probationary academic staff shall be hired unless he/she can be given at least fifteen (15) unit load; no tenured academic staff shall be de-loaded for the purpose of satisfying the minimum load of a new probationary academic staff.

Section 9.4. Distribution of Load

Priority in the distribution of teaching assignments during the regular terms shall be based on academic staff status: first, to tenured academic staff, second to the probationary, and lastly to the contractual academic staff.

Contested load shall be resolved using the following table:

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Academic preparation	25 %
Ph.D. Aligned	25
Ph.D. Allied	20
neither Aligned nor Allied	15
MA/MS Aligned	20
MA/MS Allied	15
neither Aligned nor Allied	10
Professional Rank	25%
Professor	21-25
Associate	16-20
Assistant	11-15
Instructor	6-10
Competence Evaluation (Actual Rating)	25%
Completed Years of Service	25%
31 and above years	25
26-30 years	21
21-25 years	17
16-20 years	14
11-15 years	11
6-10 years	8
3-5 years	5

Section 9.5. Substitute Load

In cases where circumstantial events occur and the need to assign a substitute load to another academic staff arises within a term, preference in the distribution of this load shall follow the guidelines in the immediately preceding section.

Section 9.6. Special Term Load and Petition Load in the Special Term

9.6.1. Distribution of Special Term Load shall follow the same guidelines as in a regular term.

9.6.2. Special term courses arising from students' deficiencies shall only be offered if petitioned by students.

9.6.3. As a general rule, an academic staff shall not be assigned to handle a Special Term petition class where majority are students whom he/she failed in the same course in any of the last 2 terms.

Section 9.7. Reduction of Unit Load

The unit load of an academic staff may be reduced due to any of the following reasons:

9.7.1. A reduction in the number of classes or sections in the College concerned, and absence of a compensating load in other Colleges;

9.7.2. Curriculum revisions;

9.7.3. Non-offering of his/her specialized subject along his/her expertise in any given term or academic year. Notice shall be given to affected academic staff at least three (3) months prior to the non-offering of this subject / course;

9.7.4. To forestall the reduction of their unit load due to curriculum revision or non-offering of the specialized course/s along their expertise, tenured academic staff, whenever possible, must be given the opportunity to obtain the appropriate degree or qualifications with generous support from the University, as applicable, that will enable them to handle other courses or be assigned compensating load in other Colleges.

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9.7.5. As a sanction for inefficiency duly proven after due process as provided for under Article XXI (Complaint Against an academic staff) and in accordance with standards or criteria in force in the UNIVERSITY such as absences without notification from classes or habitual tardiness; and

9.7.6. Failing health of the academic staff duly certified by a panel of three (3) physicians teaching in the Faculty of Medicine and Surgery of the UNIVERSITY chosen as follows: one by the academic staff concerned, one by the UNIVERSITY, and one by USTFU.

Section 9.8. Reduction of Unit Load Guidelines

9.8.1. Unit load reduction shall be based on the following order: contractual first, then probationary, and lastly, tenured academic staff.

9.8.2. The Table in Section 9.4 of this Article shall be applied to resolve load reduction issues between/ among academic staff of the same status.

Section 9.9. Notice of Reduction of Unit Load

An academic staff whose unit load is to be reduced shall be given written notice thereof, at least four (4) weeks before the start of the term. For Special Term curriculum load, the notice shall be given at least two (2) weeks before the start of Special Term class.

Section 9.10. Restoration of Unit Load

If the reason for the teaching load reduction ceases to exist, the previous teaching load of the affected academic staff shall be restored in the next term when the load is regularly offered.

Section 9.11. Tentative Unit Load

The tentative unit load shall be given at least a month before the start of a term.

In case an academic staff who, for one reason or another, will not be available to teach for the succeeding term, he/she shall inform the Unit Head of such fact not later than one (1) week after receipt of the tentative load.

Section 9.12. Change of Class Assignment

The assignment of an academic staff to a particular class shall not be changed after he/she has already met the said class except for legitimate reasons, subject to the approval of the Unit Head.

Section 9.13. Information Communication Technology (ICT) Project

Guidelines for web-based education, distance learning or any similar educational methodology that would affect the tenure or assignment of unit load of regular academic staff shall be formulated by a Special Committee composed of members from the UNIVERSITY and USTFU.

ARTICLE X: CLASSROOM STANDARDS

Section 10.1. Course Preparations

For purposes of greater teaching efficiency and classroom effectiveness:

10.1.1. Courses assigned to academic staff shall be within their field of competence;

10.1.2. An academic staff shall not be given a teaching assignment involving more than three (3) different Course Preparations in a term. A lecture load and the corresponding experimental laboratory load are two (2) separate Course Preparations, subject to existing Implementing Guidelines.

Section 10.2. Limit of Teaching / Non-Teaching Work Schedule

10.2.1. An academic staff shall not be given a teaching schedule of more than three (3) consecutive lecture hours. In case of unavoidable circumstances, the Unit Head may, with the consent of the academic staff, assign a fourth immediately succeeding lecture hour. However, after four (4) consecutive lecture hours, a teaching academic staff shall take a mandatory one (1) hour break. For laboratory classes, the maximum continuous laboratory hours should be six (6) hours.

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10.2.2. A teaching academic staff shall not be given a schedule that requires him / her to stay in the UNIVERSITY for more than ten (10) hours per day from the time of his / her first subject to the end of his / her last subject, unless the academic staff waives this provision.

10.2.3. A teaching or non-teaching academic staff assigned to work beyond eight (8) hours in a day shall be entitled to Overtime Pay as provided for by law. However, work outside teaching and regular guidance and counseling, library and NSTP duties such as but not limited to committee work, community service, attendance in seminars, workshops, and similar fora shall not be covered by this provision.

10.2.4. The UNIVERSITY shall pay the affected academic staff for every hour or fraction thereof worked in excess of the limits provided in 10.2.1, 10.2.2, and 10.2.3 with Overtime Pay as provided for by law.

Section 10.3. Teaching Assignment in Separate Buildings

For efficiency purposes, the University shall discourage the assignment of an academic staff in more than three (3) different buildings in a day particularly for successive classes.

Section 10.4. Class Size

10.4.1. The mean class size for a lecture class shall be no more than forty (40) students, and for an experimental laboratory class shall be no more than thirty (30) students, handled by a single academic staff.

10.4.2. For academic staff teaching in the Faculty of Medicine & Surgery, a separate set of implementing guidelines regarding this provision shall be formulated by a committee created for this purpose represented by both the UNIVERSITY and USTFU upon ratification of this CBA.

Section 10.5. Habitual Tardiness

10.5.1. A teaching academic staff shall endeavor to attend his / her class regularly and punctually. Considering the heavy traffic volume, an academic staff shall be allowed fifteen (15) minutes grace period if his/her first class is at 7:00 AM or 8:00 AM. For subsequent classes, an academic staff shall be allowed ten (10) minutes if his/her class is in another building and five (5) minutes if in the same building, before he / she may be considered tardy.

10.5.2. A non-teaching academic staff is allowed five (5) minutes grace period at the first time-in within the day before he / she may be considered tardy, except in case of habitual tardiness as defined in the succeeding paragraph.

10.5.3. Academic staff shall endeavor to come to classes or work regularly and on time. Tardiness is considered habitual if incurred in excess of five (5) times per month OR a faculty records at least four (4) counts of tardiness in a month for any two months in a term. Report on tardiness shall include date and time incurred, number of minutes and reasons for such.

Section 10.6. Teaching Aids

The UNIVERSITY shall provide teaching aids to academic staff and laboratory instructors at all levels of education, in the form of writing, visual, and audio facilities according to set guidelines mutually agreed upon between OVRAA and USTFU or as the need arises.

Section 10.7. Submission of Grades

10.7.1. An academic staff shall submit to the Unit Head's Office the preliminary / monthly grades of his/her class/es within two (2) weeks after the last day of examination.

10.7.2. An academic staff shall encode his/her final grades in the UNIVERSITY computer system within three to five (3-5) working days after the last day of examinations for the first term as determined by the Office of the Registrar; and for the second term, five (5) working days after the last day of the final examinations. He/she shall thereafter submit two (2) printed copies of his/her final grading sheets to his/her respective College.

10.7.3. In the case of graduating students, grades shall be submitted within the time specified by the Office of the Registrar but not earlier than three (3) days after the last day of the final examinations schedule.

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Section 10.8. Disruption of Classes

10.8.1. Whenever classes are irregular on account of UNIVERSITY-wide or College-wide activities, or disruption of classes due to fortuitous events such as student boycotts, an academic staff shall be responsible in exerting reasonable efforts to restore regular classes. In such cases, the academic staff shall report any disruption of classes to the Office of the Unit Head. In no case shall an academic staff be required to remain in an empty classroom beyond twenty (20) minutes into his /her class period.

10.8.2. In case of suspension of classes by either the UNIVERSITY or the Government, all academic staff shall not be required to report for work. In case the suspension is made within the day, all academic staff shall not be required to remain in the UNIVERSITY upon the effectivity of the suspension.

10.8.3 In instances where only high school classes are suspended, all high school teaching academic staff assigned in that department shall not be required to report for work or remain at work in case the suspension is made after classes have started.

Non-teaching academic staff assigned in that department may not report for work nor remain at work at the discretion of the Director/Chief Librarian.

ARTICLE XI: FACULTY DEVELOPMENT

Section 11.1. Right and Duty to Pursue Academic Development

The UNIVERSITY shall encourage every academic staff to pursue his/her academic development to the fullest. Accordingly, academic staff shall have the following rights and duties:

- 11.1.1. To pursue higher degrees in order to acquire the degree qualifications required by the CHED or DepEd;
- 11.1.2. To accept scholarships, assistantships, and fellowships, whether in the Philippines or abroad, unless meritorious reasons prevent such acceptance;
- 11.1.3. To initiate, organize, and hold in-service programs, and seminars within their respective fields of competence, provided that the same is held within the UNIVERSITY, and be subject to the rules and regulations of the UNIVERSITY. Such programs and seminars shall preferably be held during the week before or after the academic year;
- 11.1.4. To attend and participate in seminars, conferences, workshops, in-service programs, and other activities of similar nature which are officially organized by the UNIVERSITY or by their respective Colleges and are related to their respective fields of competence, unless they are unable to do so for justifiable reasons;
- 11.1.5. To join organization/s of his/her choice in pursuance of his/her career, academic development, and/or in preparation for his/her post-academic or retirement life provided their purposes and activities are not contrary to ecclesiastical or civil laws, or to the nature, ideals and rules of the UNIVERSITY.

Section 11.2. Continuing Faculty Development Program

The UNIVERSITY shall implement through the OVRAA a continuing faculty development program in collaboration with USTFU.

The Faculty Development Program (FDP) applies to all academic staff. FDP is covered in the Implementing Guidelines.

Section 11.3. Professional Growth

11.3.1. Professional growth shall be a joint endeavor of the UNIVERSITY and the academic staff. The UNIVERSITY shall provide equitable opportunities and incentives for professional growth and the academic staff must contribute his/her time and effort.

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11.3.2. In cases where academic staff are to pay in advance, he / she shall be reimbursed the amount spent for the above within fifteen (15) working days upon submission of complete supporting documents, provided prior approval has been obtained to attend.

Section 11.4. Representation Expenses

The UNIVERSITY shall shoulder the fees and other necessary and incidental expenses incurred by officially designated academic staff in representing the UNIVERSITY in seminar, workshops, conferences, and other activities of similar nature subject to the policies of the UNIVERSITY. Upon instruction from the University, such academic staff shall echo said seminars, workshops, conferences, and other activities in the UNIVERSITY for the benefit of other academic staff.

In cases where academic staff are to pay in advance, he / she shall be reimbursed the amount spent for the above in accordance with the UNIVERSITY policy on reimbursement.

Section 11.5. Exclusive Space for Research and Study

The UNIVERSITY shall provide a place in the Central Library for the exclusive use of academic staff for research and study.

Section 11.6. Day Care Center

The UNIVERSITY shall provide a Day Care Center for the children of academic staff. The Office of the Vice Rector shall determine the implementing guidelines for this.

Section 11.7. Pastoral and Psychological Care Center

The UNIVERSITY, in addition to existing pastoral services shall provide all academic staff free psychological counseling services at the UST Health Service and UST Psycho-trauma Center.

Section 11.8. Occupational Safety and Health

The UNIVERSITY shall ensure compliance with the Occupational Safety and Health Standards as provided by Republic Act (RA) 11058.

ARTICLE XII: PROMOTION/RECLASSIFICATION

Section 12.1. Policy

12.1.1. The qualifications and achievements of academic staff shall always be considered in any promotion / reclassification. Each qualification and achievement shall merit an equivalent number of points to be used in the evaluation of an academic staff.

12.1.2. The Criteria, Policies and Procedures for the Reclassification/Promotion of academic staff referred to as the Manual of Academic Staff Evaluation.

12.1.3. The University and USTFU shall mutually agree on any change or revision to be implemented in the Criteria, Policies and Procedures for the Reclassification/Promotion of academic staff.

12.1.4. The Criteria, Policies and Procedures for the Reclassification/Promotion of academic staff shall be explicitly stated in the Manual of Academic Staff Evaluation distributed by the University to all its academic staff.

ARTICLE XIII: FACULTY RECOGNITION

Section 13.1. Faculty Recognition

One (1) school day shall be reserved for the academic staff in their honor. This is to recognize the immeasurable and dedicated service of the teaching profession to the Thomasian community and Philippine society as well.

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Section 13.2. Joint UST-USTFU Committee on Faculty Recognition

A Joint Committee on Faculty Recognitions chaired by the RECTOR or his duly designated representative and composed of appointees of the RECTOR and representatives of USTFU shall be constituted to undertake the preparations including the choice of "Dangal ng UST" awardees and other activities related to the event.

Expenses incurred for the "Dangal ng UST Awards" shall be shared by the UNIVERSITY and USTFU as may be agreed upon by both parties.

Section 13.3. USTFU Officers' Community Service

The UNIVERSITY agrees to extend six (6) unit load benefit to USTFU President, and three (3) unit load for each member of USTFU Board of Officers and Directors, not exceeding twenty-two (22) members in acknowledgment of the efforts these officials will have to devote on a regular basis in attending to the needs of the general faculty. This load and any overload that may be assigned to the President, Officers, or Directors, should not exceed a total of six (6) units. Said benefits shall be added to the monthly salaries of these USTFU officials but will not be credited for any other purpose. For purposes of implementation of the grant herein given, USTFU President shall certify, on a monthly basis, that USTFU officials did work during the period covered.

Section 13.4. Faculty Association / Club President

The Faculty Association / Club President must be invited to attend, participate in the discussion, and vote whenever the Faculty Council considers matters directly affecting academic staff as in, but not limited to, the following:

- 13.4.1. Policy questions and issues relating to the plans and operations of the College particularly as they affect the academic staff.
- 13.4.2. Reclassification, promotion, and extension of services of academic staff
- 13.4.3. Faculty development and training programs
- 13.4.4. The entire proceedings of an academic staff under investigation or litigation

The Unit Head reserves the right to ask the local Faculty Club/Association for another academic staff representative in the Faculty Council if warranted by circumstances.

Section 13.5. USTFU Representation in the Academic Senate

Two (2) representatives with at least the rank of Associate Professor designated by USTFU may be invited to attend and participate in the discussion whenever the Academic Senate deems it necessary.

Section 13.6. UST-USTFU Labor Management Cooperation Workshop

A UST-USTFU Labor Management Cooperation Workshop / Seminar composed of Administrative officials, College Unit Heads, Assistant Unit Heads, and Secretaries representing the UNIVERSITY and USTFU Officers and Faculty Association / Club Presidents representing USTFU shall be held in the first term of each academic year.

A Joint UST-USTFU Preparation Committee shall be established for this purpose. The UNIVERSITY shall shoulder the expenses for this activity.

Section 13.7. Sportsfest and Other Activities

The UNIVERSITY shall continue to give cash support during USTFU Annual Sportsfest and other sports-related and wellness activities.

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ARTICLE XIV: COMPENSATION

Section 14.1. Bases of Compensation

The bases for compensation computation are as follows:

14.1.1. The compensation of an academic staff shall be based on rank and unit load. This applies even to special classes conducted for foreigners.

14.1.2. For commissioned researches of outside corporations or entities, the academic staff shall be compensated based on the terms and conditions of the Memorandum of Agreement between the UNIVERSITY and the funding agency and between the UNIVERSITY and the academic staff/researcher.

Section 14.2. UST-USTFU Committee for Faculty Socio-Economic Welfare

14.2.1. Existing rates of compensation for academic staff shall be reviewed and updated justly and equitably by the Joint UST-USTFU Committee for Faculty Socio-Economic Welfare once every three (3) years or at the beginning of the term of a Collective Bargaining Agreement between the UNIVERSITY and USTFU. The Joint Committee may, however, propose adjustments in existing rates of compensation in the event of an extraordinary decrease in enrolment, or other analogous events. This provision shall not, however, affect any increase in compensation provided for by law or by agreement between the parties.

14.2.2. The following shall be the urgent concerns of this Committee:

14.2.2.1. The salary restructuring and as a consequence, the needed tuition fee increases.

14.2.2.2. The review and revision of existing evaluation tools, taking into consideration the current thrust of the UNIVERSITY to enhance its teaching, research, and community service functions;

14.2.2.3. The creation of a mechanism that will lessen or cushion the impact of taxation on the academic staff's take home pay; and

14.2.2.4. The assessment of personal needs of academic staff to establish programs that will improve their personal well-being.

14.2.3. The Committee shall be constituted within sixty (60) days after the ratification of this CBA.

Section 14.3. Salary Deductions

14.3.1. No salary deductions shall be made other than those authorized by law or by the academic staff concerned and those covering USTFU dues, fees, assessments, agency fees, and other sums which may be legally checked-off for the account of USTFU.

14.3.2. Salary deductions requested by USTFU, with proper authorization for such deductions executed by the concerned academic staff, on transactions limited to loans, donations, faculty assistance programs, and other USTFU projects, shall be accommodated by the UNIVERSITY free from all charges or service fees imposed by the UNIVERSITY based on agreed automated procedures.

14.3.3. Salary deductions due to the UNIVERSITY, other than those with amortization agreements, shall be spread along several months with amounts as may be agreed upon by the UNIVERSITY and the academic staff with each instance of salary deduction treated on a case to case basis to provide reasonable terms of payment. In cases of oversights where the UNIVERSITY does not immediately start the deduction when it starts to fall due, lump-sum deductions from faculty salaries should not be made, unless the academic staff is retiring from, resigning from or terminating employment with the UNIVERSITY.

14.3.4. Should there be an oversight in the implementation of the agreed amortization schedule, the amortization period shall be extended accordingly without any incremental interest.

Section 14.4. Deductions for Tardiness and Absences

14.4.1. No diminution in salaries and other benefits of an academic staff shall be made on account of non-habitual tardiness without prejudice to the matter being considered for efficiency purposes and without proper notice duly received by the concerned academic staff.

14.4.1.1. The Office of the Unit Head shall notify the concerned academic staff of such habitual tardiness within the succeeding month.

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14.4.1.2. In case of contested habitual tardiness, the academic staff may write and submit supporting documents to the Unit Head who shall take it up with his/her Faculty Council for final deliberation.

14.4.1.3. Deductions due to confirmed habitual tardiness shall be computed based on the number of actual teaching / working minutes late multiplied by the academic staff's per minute rate.

14.4.2. No diminution in salaries and other benefits of an academic staff shall be made on account of absences recorded by the Office of the Unit Head without proper notification duly received by the academic staff.

14.4.2.1. The academic staff may apply these absences to his / her available appropriate Leave/s within three (3) working days upon return to work.

14.4.2.2. In case of contested absence, the academic staff may write and submit supporting documents to the Unit Head who shall take it up with his/her Faculty Council for final deliberation.

14.4.2.3. Deductions due to confirmed absences shall be computed based on the number of actual teaching/ working hours absent multiplied by the academic staff's per hour rate.

14.4.3. Deductions due to habitual tardiness and / or absences shall appear as separate items in the pay slip.

Section 14.5. Payment of Salaries

14.5.1. The point of reference for the payment of an academic staff's salary is the effectivity of his/her date of appointment and not the date of release of his/her appointment letter.

14.5.2. Salaries shall be paid not later than 10:00 AM on the 15th day and at the end of each month, via ATM. If the 15th day or the end of the month falls on a non-banking day, the salaries of the academic staff shall be made available to them not later than 10:00 AM of the last banking day prior to the 15th or end of the month, as the case may be.

14.5.3. Salaries for the whole month of December shall be paid not later than the 18th of December. If the 18th of December is a non-banking day, the salaries of the academic staff for this month shall be made available to them not later than 10:00 a.m. of the last banking day prior to the said date.

14.5.4. No person shall be allowed to teach or render services without an appointment.

ARTICLE XV: ECONOMIC BENEFITS

Section 15.1. Economic Benefits

Upon ratification and approval and for the term of this Agreement, the economic benefits to be granted by the UNIVERSITY and the schedule of such releases are as follows:

15.1.1. Salaries

The UNIVERSITY shall involve USTFU in determining the salary plan and package of benefits of academic staff assigned in any of its branches.

The salary plan and package of benefits that an academic staff enjoys must not be reduced when the UNIVERSITY transfers or assigns an academic staff to any of its branches. Should the branch provide a better salary plan and package of benefits, the same shall be enjoyed by the academic staff transferred.

Effective Academic Years 2016-2021, the following shall be given to the entitled academic staff:

15.1.1.1. Eleventh (11th) and Twelfth (12th) Month Pays

15.1.1.1.1. Tenured and probationary academic staff who have taught for at least three (3) years or six (6) terms shall receive an eleventh (11th) month salary equal to his/her average monthly compensation in the immediately preceding academic year.

15.1.1.1.2. Tenured and probationary academic staff who have taught in the UNIVERSITY for at least five (5) years or ten (10) terms and who, in the immediately preceding academic year, carried an average term unit load of twelve (12) in the undergraduate level or six (6) in

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the graduate level (Graduate School, Medicine and Law), shall receive an additional twelfth (12th) month salary equal to his/her average monthly compensation in the immediately preceding academic year.

15.1.1.1.3. Lecturers, special lecturers, associate professorial lecturers, and professorial lecturers who have taught in the UNIVERSITY for at least three (3) years or six (6) terms shall receive an eleventh (11th) month salary equal to his/her average monthly compensation in the immediately preceding academic year.

15.1.1.1.4. The 11th month pay shall be given as follows: one-half of on or before June 15 and the other half on or before June 30. The 12th month pay shall be given as follows: one half on or before July 15, and the other half on or before July 31.

15.1.1.2. **NSTP Facilitators Salary Scale**

15.1.1.2.1. The salary of NSTP facilitators handling one (1) section shall be accorded three units teaching load. Their salary per unit shall be equivalent to at least 75% of the salary per unit of an academic staff with a rank of Instructor I.

15.1.1.2.2. Their salary and benefits shall be taken exclusively from the NSTP Fund collected by the UNIVERSITY from the students.

15.1.1.3. **Overtime Pay**

Academic staff shall be entitled to overtime pay as provided in Article X, Section 10.2.3 of this CBA.

15.1.2. **Benefits**

Every academic staff receiving salary from the UNIVERSITY shall receive all applicable benefits.

15.1.2.1. **UST Goodwill Bonus**

The University shall give a one-time goodwill bonus to all academic staff with load in AY 2024-2025 upon the ratification of the CBA, distributed as follows:

15.1.2.1.1. Academic staff with an average of at least fifteen (15) unit load for AY 2024-2025 shall receive Fifteen Thousand Pesos (PhP15,000.00).

15.1.2.1.2. Academic staff with an average of less than fifteen (15) unit load for AY 2024-2025 shall receive Seven Thousand Five Hundred Pesos (PhP7,500.00).

15.1.2.2. **Thirteenth (13th) Month Pay**

The 13th Month Pay shall be computed as one-twelfth of the total salaries earned by an academic staff within a calendar year, which include the following:

15.1.2.2.1. Basic teaching load (absences and tardiness shall be deducted from the basic pay)

15.1.2.2.2. Overload

15.1.2.2.3. Petition load during regular term

15.1.2.2.4. Special Term Curriculum teaching load (curriculum mandated)

15.1.2.2.5. 11th and 12th month salary pay

15.1.2.2.6. Birthday Gift, Book Allowance, Educator's Bonus, Meal Allowance, Mid-year Bonus, Technology Allowance, Term-end Bonus, Transportation Allowance and Wellness Allowance

15.1.2.2.7. De minimis benefits – Anniversary Bonuses, Clothing Allowance, Laundry Allowance, Medical Support to Dependents, Monetized Rice Benefit

The UNIVERSITY shall continue the practice of paying the 13th Month Pay on the 7th of December of every year. However, if that day falls on a non-banking day, payment shall be made on the last banking day before the 7th.

15.1.2.3. **Christmas Bonus**

15.1.2.3.1. The UNIVERSITY shall give an academic staff with an average load of at least fifteen (15) units in the current year a Fifteen Thousand Pesos (PhP15,000.00) bonus.

15.1.2.3.2. The UNIVERSITY shall give those with an average load of less than fifteen (15) units Seven Thousand and Five Hundred Pesos (PhP7,500.00).

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15.1.2.4. Mid-Year Bonus

15.1.2.4.1. The UNIVERSITY shall give the amount of Ten Thousand Pesos (PhP 10,000.00) bonus to be paid on May 31 to a tenured academic staff with a load of fifteen (15) units or more in the Second Term.

15.1.2.4.2 The University shall give Five Thousand Pesos (PhP5,000.00) bonus to a tenured academic staff with a load of less than fifteen (15) units but at least ten (10) units, and Two Thousand Five Hundred Pesos (PhP2,500.00) bonus to a tenured academic staff with a load of less than ten (10) units.

15.1.2.5. Meal Allowance

The monthly Meal Allowance of tenured academic staff, shall be as follows:

Beginning AY	Full-time	Part-time
2021-2022	Three Thousand Pesos (PhP3,000.00)	One Thousand Five Hundred Pesos (PhP1,500.00)
2022-2023	Three Thousand Five Hundred Pesos (PhP3,500.00)	One Thousand Seven Hundred Fifty Pesos (PhP1,750.00)
2023-2024	Four Thousand Pesos (PhP4,000.00)	Two Thousand Pesos (PhP2,000.00)

The Meal Allowance shall likewise be paid during the Special Term to those with corresponding 11th month pay or 11th and 12th month pay

15.1.2.6. Transportation Allowance

Each tenured academic staff shall receive Transportation Allowance per term, payable during the first month of the term, as follows:

Beginning AY	Full-time, at least 15 units	10 to less than 15 units	Less than 10 units
2021-2022	Five Thousand Five Hundred Pesos (PhP5,500.00)	Two Thousand Seven Hundred Fifty Pesos (PhP2,750.00)	One Thousand Three Hundred Seventy-Five Pesos (PhP1,375.00)
2022-2023	Eight Thousand Pesos (PhP8,000.00)	Four Thousand Pesos (PhP4,000.00)	Two Thousand Pesos (PhP2,000.00)

15.1.2.7. Educator's Bonus

15.1.2.7.1. Every tenured academic staff with at least fifteen (15) unit load, including those on paid leave in both terms of the current academic year, shall receive an Educator's Bonus of Twelve Thousand Pesos (PhP12,000.00) payable in the month of May.

15.1.2.7.2. Those with less than fifteen (15) unit load in any of the two (2) terms of the current academic year shall receive Six Thousand Pesos (PhP6,000.00).

15.1.2.8. Book Allowance

15.1.2.8.1. Every tenured academic staff with at least fifteen (15) unit load including those on paid leave in the current term shall receive a Book Allowance of Six Thousand Pesos (PhP6,000.00) payable in the first month of the term.

15.1.2.8.2. Those with less than fifteen (15) unit load in the current term shall receive Three Thousand Pesos (PhP3,000.00) payable in the first month of the term.

15.1.2.9. Birthday Gift

The University shall give every tenured academic staff, except those on Leave Without Pay, a Birthday Gift payable on his/her birth month, as follows:

Beginning August 2021 – Seven Thousand Five Hundred Pesos (PhP7,500.00)

Beginning August 2022 – Ten Thousand Pesos (PhP10,000.00)

15.1.2.10. Term-end Bonus

15.1.2.10.1 Beginning AY 2023-2024, every tenured academic staff with at least fifteen-unit (15) load, including those on paid leave in the current term, shall receive a Term-end Bonus of Four Thousand Pesos (PhP4,000.00), payable in November and April of every academic year.

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15.1.2.10.2. Those with less than fifteen-unit (15) load in the current term shall receive Two Thousand Pesos (Php2,000.00), payable in November and April of every academic year.

15.1.2.11. Technology Allowance

15.1.2.11.1 Beginning AY 2024-2025, every tenured academic staff with an average load of at least fifteen (15) units, shall receive a Technology Allowance of Five Thousand Pesos (Php5,000.00), payable in June.

15.1.2.11.2. Those with an average load of less than fifteen (15) units shall receive Two Thousand Five Hundred Pesos (Php2,500.00), payable in June.

15.1.2.12. Wellness Allowance (introduced in AY 2020-2021 under the MOA for CBA renegotiation)

15.1.2.12.1 Beginning AY 2024-2025, every tenured academic staff with a load of at least fifteen (15) units, shall receive a Wellness Allowance of Ten Thousand Pesos (Php10,000.00), payable in October, for the first term, and in March, for the second term.

15.1.2.12.2. Those with less than fifteen (15) units shall receive Five Thousand Pesos (Php5,000.00), payable in October, for the first term, and in March, for the second term.

15.1.2.13. NSTP Allowance

15.1.2.13.1 Beginning AY 2024-2025, every tenured NSTP Facilitator with a load of at least fifteen (15) units, shall receive NSTP Allowance of Two Thousand Pesos (Php2,000.00) per term, payable in October, for the first term, and in March, for the second term.

15.1.2.14. Technology Support

The University shall give a one-time Technology Support to all academic staff with load for academic year 2024-2025 as follows:

15.1.2.14.1 Fifteen Thousand Pesos (Php15,000.00) for those with an average of at least fifteen (15) units

15.1.2.14.2. Seven Thousand Five Hundred Pesos (Php7,500.00) for those with an average of less than fifteen (15) units

15.1.2.15. Signing Bonus

All academic staff with load in AY 2024-2025 shall be given a Signing Bonus, as follows:

15.1.2.15.1 Ten Thousand Pesos (Php10,000.00) for those with an average of at least fifteen (15) units

15.1.2.15.2. Five Thousand Pesos (Php5,000.00) for those with an average of less than fifteen (15) units

15.1.3. De Minimis Benefits

All qualified academic staff except those on Leave of Absence without pay and those under suspension shall receive the following benefits:

15.1.3.1. Rice Benefits

15.1.3.1.1. Rice Benefit in Kind

15.1.3.1.1.1. The UNIVERSITY shall give every full-time tenured or probationary teaching and non-teaching academic staff or every full-time lecturer hired before AY 2006-2007 six (6) sacks of rice distributed every other month for each academic year;

15.1.3.1.1.2. The UNIVERSITY shall give every contractual academic staff and tenured academic staff or lecturer hired before AY 2006-2007 with less than fifteen (15) unit load, two (2) sacks of rice which shall be released every last even month of the term;

15.1.3.1.1.3. USTFU may be invited during the rice quality selection process conducted by the UNIVERSITY.

15.1.3.1.1.4. Academic staff who are unable to claim their rice in a particular date of distribution can still claim it during the immediately succeeding rice distribution.

15.1.3.1.2. Monetized Rice Benefit

15.1.3.1.2.1. The UNIVERSITY shall give every full-time tenured or probationary academic staff or every full-time lecturer hired before AY 2001-2002 an amount of Two Thousand Pesos (Php2,000.00) every other month or an annual amount of Twelve Thousand Pesos (Php12,000.00) as monetized rice benefit;

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15.1.3.1.2.1. The UNIVERSITY shall give every tenured or probationary academic staff, or lecturer hired before AY 2001-2002 with less than fifteen (15) unit load Ninety-Five Pesos (Php95.00) per unit load every other month as monetized rice benefit.

15.1.3.2. Clothing Allowance

15.1.3.2.1. The UNIVERSITY shall give every tenured academic staff with at least fifteen (15) unit teaching load in the current term a clothing allowance of Three Thousand Pesos (Php3,000.00) per term;

15.1.3.2.2. The UNIVERSITY shall give every tenured academic staff with less than fifteen (15) unit load a clothing allowance of One Hundred Forty-Two Pesos (Php142.00) per unit load per term.

15.1.3.3. Laundry Allowance

15.1.3.3.1. The UNIVERSITY shall give every tenured academic staff with at least fifteen (15) unit teaching load in the current term a laundry allowance of Three Hundred Pesos (Php300.00) per month;

15.1.3.3.2. The UNIVERSITY shall give every tenured academic staff with less than fifteen (15) teaching unit load in the current term a laundry allowance of Fourteen Pesos (Php14.00) per unit load per month.

15.1.3.4. Anniversary Bonuses

15.1.3.4.1. St. Thomas Aquinas Day Bonus

The UNIVERSITY shall give every tenured academic staff) a St. Thomas Aquinas Day Bonus of Two Thousand Five Hundred Pesos (Php2,500.00) which shall be given on the last payday of January, in view of the celebration of the feast on January 28.

15.1.3.4.2. USTFU Day Bonus

The UNIVERSITY shall give every tenured academic staff) an USTFU Day Bonus of Two Thousand Five Hundred Pesos (Php2,500.00) to be paid on the last payday of September.

15.1.3.5. Medical Cash Support to Dependents

The UNIVERSITY shall give every tenured academic staff Medical Cash Allowance to Dependents of Three Hundred Pesos (Php300.00) monthly for ten (10) months per academic year.

15.1.3.6. Longevity Benefit

Every tenured or extendee academic staff, not holding any administrative/academic positions at the time that this benefit is granted, shall be given goods or a package of goods annually based on their length of service in the UNIVERSITY. The academic staff must have completed at least ten (10) terms of active service including the current term although still unfinished.

The benefit may be distributed on the first week but shall in no case be later than the second week of December.

The benefit distribution shall be for the current academic year and includes the second term although still unfinished.

Academic staff on authorized Leave of absence without pay shall receive their Longevity Benefit only on the first (1st) year of their Leave.

The Longevity Benefit shall be based on the table below:

Years of Service	Longevity Benefit
5-9	5,500
10-14	6,000
15-19	6,500
20-24	7,000
25-29	7,500
30-34	8,000
35-39	9,000
40 and above	10,000

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Section 15.2. Other Remunerations

15.2.1. Unused Sick Leave Pay

15.2.1.1. The UNIVERSITY shall grant every tenured academic staff the monetized equivalent of his/her unused Sick Leave for the current academic year, provided he/she has already accumulated seventy-five (75) days unused Sick Leave for conversion upon his retirement. The Unused Sick Leave Pay is based on his/her current unit load and rank level, which shall be given at the last payday of July. Academic staff shall be notified of their accumulated unused Sick Leaves before the last payday of July. The cash equivalent of a fifteen-day credit shall be a half-month salary not exceeding the maximum allowable load.

15.2.1.2. Should an academic staff resign, retire or be terminated from service in any manner, he/she shall be paid one hundred percent (100%) of the cash equivalent of his/her accumulated sick leaves up to a maximum of seventy-five (75) days.

15.2.2. Hazard Pay

Academic staff assigned to courses that entail exposure to hazard shall be entitled to Eight Hundred Pesos (PhP800.00) to One Thousand Pesos (PhP1,000.00) hazard pay per month subject to implementing guidelines.

Laboratory breakage of an apparatus and/or glassware during demonstrations shall not be chargeable to the academic staff.

Section 15.3. Miscellaneous Provisions

15.3.1. Upon request, the UNIVERSITY agrees to furnish USTFU within the following term with the data on the utilization of the tuition fee increase of the preceding academic year. In case the share of the academic staff in the tuition fee increase is more than the benefits provided herein, the same including interests earned shall be allocated for salaries based on the initial computation applied as determined by the University and USTFU.

15.3.2. Economic Benefits under this Article, unless otherwise provided herein, are chargeable to the tuition fee increase share of academic staff.

15.3.3. The benefits provided herein, both distributable immediately after ratification and those to be given during the term hereof, other than the Loan Facility, and the Hospitalization and Medical Benefits, shall be directly given to every entitled academic staff.

15.3.4. All benefits distributable herein shall retroact to August 1, 2021 unless a fixed period has been stated for their distribution.

ARTICLE XVI: OTHER INCENTIVES

Section 16.1. Four Preparations Incentive

16.1.1. Every academic staff who is assigned more than three (3) Course Preparations shall be paid, according to his/her rank, an extra compensation subject to the Implementing Guidelines formulated by a Joint Committee.

16.1.2. The entitlement to Four Preparations Incentive shall not be waived nor asked to be waived unless the class has an enrollment of less than twenty-five (25) students.

Section 16.2. Excess-45 Incentive

16.2.1. Every academic staff shall be entitled to an additional two percent (2%) of his/her salary for every student in excess of the maximum class size, payment of which shall start at the second month of the current term retroactive to the first month.

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16.2.2. The actual count of students per class exceeding forty-five (45) students for lecture classes and non-experimental laboratory courses and thirty (30) students for experimental laboratory classes shall be the basis for the computation of the extra compensation. In no case shall there be averaging or offsetting scheme in determining the number of students in excess of forty-five (45) or thirty (30), as the case may be.

Section 16.3. Rank Incentive

16.3.1. Every tenured academic staff with the rank of at least Associate Professor I and exclusively teaching in the University or allowed by the UNIVERSITY to teach in another institution within the last three years shall receive an additional compensation corresponding to three (3) unit load more than his/her actual unit load, provided, that his/her unit load is not less than eighteen (18) for Associate Professor rank and fifteen (15) for Professor rank.

16.3.2. For purposes of rank incentive, Research load and Graduate School load shall be considered as actual unit load.

16.3.3. This incentive shall be given to the academic staff concerned automatically without prejudice to OVRAA's right to verify loading documentation within the UNIVERSITY.

Section 16.4. Licensure Examination Incentive

Effective AY 2020-2021, after passing the Board or Bar examinations, a regular academic staff shall be entitled to a one-time merit bonus amounting to Four Thousand Pesos (PhP4,000). If the said board or bar examination is in a field that is aligned/allied to his/her field of specialization, the regular academic staff shall receive an additional one-time bonus of Six Thousand Pesos (PhP6,000.00). The amount to be used in this incentive shall be shouldered by the UNIVERSITY.

Section 16.5. Review Allowance for Licensure Examination

Effective AY 2020-2021, a tenured academic staff who goes on leave without pay for purposes of reviewing for a government examination aligned/allied to his/her field of expertise, shall be given a monthly allowance of Eight Thousand Pesos (PhP8,000.00) for a period not exceeding five (5) months including the month of the examination,

Section 16.6. Faculty Insurance

16.6.1. The UNIVERSITY shall provide an accident group insurance for all academic staff at a maximum of Five Hundred Thousand pesos (Php 500,000.00) coverage per individual, costs of which are for the account of the UNIVERSITY.

16.6.2. The UNIVERSITY shall furnish USTFU with a copy of the insurance policy and procedure of claiming benefits thereof.

Section 16.7. Instruction Enhancement Loan

The UNIVERSITY shall maintain an Instruction Enhancement program for the purpose of assisting tenured academic staff to acquire electronic teaching-learning devices through a loan.

The University shall set aside the amount of Two Million Pesos (Php 2,000,000.00) for this purpose.

This amount shall not be increased during the term of this agreement and shall not be chargeable to the tuition fee increase share of academic staff.

Section 16.8. Emergency Loan

For the purpose of assisting academic staff during times of personal financial difficulties, the UNIVERSITY shall extend an emergency loan to tenured academic staff up to a maximum amount of Fifty Thousand Pesos (PhP50,000.00) with an interest fixed at 4% payable within ten (10) months.

Section 16.9. Parking Space

16.9.1. The UNIVERSITY shall provide all academic staff with one (1) free car sticker.

16.9.2. The UNIVERSITY shall provide free parking spaces as available.

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Section 16.10. Lactation Room

The UNIVERSITY shall make available a lactation room at the Nutrition Clinic where mothers can extract milk for their babies, on a first come, first served basis.

Section 16.11. Legal Defense and Indemnification

When, in the lawful discharge of his/her professional duty and/or in defense of UNIVERSITY policies, an academic staff is charged with legal action, he/she shall be covered by the provisions of the Batas Pambansa Blg. 232: An Act Providing for the Establishment and Maintenance of an Integrated System of Education, Chapter 2: Rights, Section 10: Rights of all School Staff which states that: "The right to be provided with free legal service by the appropriate government office in the case of public school staff and through the school authorities concerned in the case of private school staff when charged in an administrative, civil and/or criminal proceedings by parties other than the school or regulatory authorities concerned for actions committed directly in the lawful discharge of professional duties and /or in defense of school policies."

ARTICLE XVII: LEAVE PRIVILEGES

During any of the Leaves with corresponding pay as provided for in the succeeding provisions, the compensation of an academic staff shall be based on his/her regular salary, unless otherwise provided.

Section 17.1. Sabbatical Leave

It is a Leave granted to an academic staff, upon his/her voluntary application or upon assignment by the UNIVERSITY for the purpose of study or research, either in the Philippines or abroad, with the end in view of improving his/her continuing professional growth and not for the purpose of complying with the academic requirements prescribed by DepEd, CHED, TESDA and/or the UST Statutes.

- 17.1.1. To qualify for his/her Sabbatical Leave, the academic staff must:
 - 17.1.1.1. Have at least the rank of Assistant Professor or its equivalent;
 - 17.1.1.2. Have at least a Satisfactory Competence Evaluation for the last three (3) consecutive years immediately preceding the Sabbatical Leave;
 - 17.1.1.3. Be teaching / working exclusively in the UNIVERSITY;
 - 17.1.1.4. Have rendered at least seven (7) consecutive years of service to the UNIVERSITY; and
 - 17.1.1.5. Carry at least fifteen (15) unit load for the past three (3) years or six (6) terms.
 - 17.1.1.6. Applied in writing to the Unit Head.

17.1.2. However, any of the above requirements may be waived at the discretion of the RECTOR

17.1.3. Sabbatical Leave shall be granted by the Vice-Rector for Academic Affairs upon the recommendation of the Unit Head with the concurrence of the Faculty Council. The grant is covered by a Memorandum of Agreement (MOA) that shall stipulate, among others, that:

- 17.1.3.1. The grantee shall submit to the OVRAA through the Unit Head within three (3) months upon his/her return without benefit of notice a complete and detailed report of his/her Sabbatical Leave accomplishments. Likewise, he/she shall be required to disseminate the result of his/her study through publication and/or public presentation; and
- 17.1.3.2. In the event the grantee fails to comply with the terms and conditions stipulated in the MOA, he/she shall refund the UNIVERSITY the full compensation received for his/her Sabbatical Leave.

17.1.4. In a College where there are less than one hundred (100) academic staff, Sabbatical Leave may be enjoyed at any one time by two (2) academic staff; where there are one hundred (100) to less than two hundred (200) academic staff by four (4) at any one time; and where there are two hundred (200) or more, by six (6) at any one time;

17.1.5. Each Sabbatical Leave shall be for a period not exceeding one (1) year with full or partial compensation, depending on the nature and importance of the research or study and the needs of the

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academic staff. The compensation shall be computed on the basis of the regular unit load at the time, excluding substitution, temporary assignments, and overload.

17.1.6. The period of Sabbatical Leave may be extended, provided that an application for extension is filed and approved before the end of the period, and provided, further, that the same procedure and requirements for the original Leave are complied with.

17.1.7. The entire period of the Sabbatical Leave shall be considered creditable service for purposes of promotion, seniority, longevity, and retirement.

17.1.8. Sabbatical Leave is enjoyed only once every seven (7) years. The RECTOR may shorten the intervening period.

Section 17.2. Study Leave

The University shall provide a Study Leave Program as defined by the Office of the Vice-Rector for Academic Affairs.

17.2.1. It is granted for purpose of acquiring a graduate degree. An academic staff may be granted a study leave of two (2) years with one (1) year extension for a Master's degree program; or of three (3) years with one (1) year extension for a doctoral degree program.

- 17.2.2. To qualify for this Study Leave, a tenured academic staff must:
- 17.2.2.1. Be exclusively employed at the University;
 - 17.2.2.2. Have at least a satisfactory competence rating prior to applying for the Leave;
 - 17.2.2.3. Enroll as a full-time student; and
 - 17.2.2.4. For teaching academic staff, carry a teaching load of at least 15 units or its equivalent for the past four (4) terms.
 - 17.2.2.5. For non-teaching academic staff, carry full-time or forty (40) work hours per week for the past four (4) terms.

17.2.3. An academic staff who avails him/herself of this Study Leave shall receive a monthly pay equivalent to his/her average salary during the last four (4) terms based on his/her regular load but not to exceed twenty-one (21) unit load.

17.2.4. He/she is expected to render a maximum of three (3) years of service per year of paid leave. A possible reduction may be granted in view of publication in a reputable journal.

17.2.5. The specific terms and conditions of this Leave are covered by a Memorandum of Agreement (MOA) between the academic staff and the UNIVERSITY.

17.2.6. The entire period of the Study Leave shall be considered creditable service for purposes of promotion, seniority, longevity, and retirement.

17.2.7. A probationary academic staff may be granted a Study Leave upon the discretion of the University.

Section 17.3. Academic-Related Leave

An academic staff invited as a guest speaker or a resource person in conferences, seminars, commencement exercises, and similar cases shall be permitted to participate in this activity without being marked absent, provided he/she submits to the Unit Head a two (2) week notice of his/her participation; and obtains his/her approval; and that he/she shall conduct make-up class(es) or class work(s).

Section 17.4. Vacation Leave for Non-Teaching Academic Staff

17.4.1. The UNIVERSITY shall give Non-teaching academic staff, after one (1) year of continuous service, the following Vacation Leave benefits/credits:

Years of Service	Vacation Leave Entitlement
1-4	17 working days
5-8	19 working days
9-12	21 working days

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13-16	23 working days
17-20	25 working days
21-24	27 working days
25 and above	29 working days

17.4.2. Vacation Leaves shall be properly scheduled preferably at the beginning of each school year, endorsed by the Director of the Counseling and Career Center or Chief Librarian, and submitted to the OVRAA for approval. The OVRAA shall notify the Director or Chief Librarian of the approved schedule in due time. Unused Vacation Leaves shall be convertible to cash and paid at the last payday of August.

Section 17.5. Leave of Absence Without Pay

17.5.1. The UNIVERSITY shall allow every tenured academic staff a Leave of Absence Without Pay for not more than one (1) year, provided that application is duly filed with OVRAA through the Unit Head, subject to such reasonable conditions as may be determined by the OVRAA in consultation with the Unit Head concerned.

17.5.2. An application for such Leave or any extension thereof, must be accompanied by pertinent clearance from USTFU.

17.5.3. An application for such Leave or extension thereof may not be withdrawn after the start of classes for the ensuing term except on grounds of unforeseen circumstances justifying such withdrawal.

17.5.4. A tenured academic staff may upon request duly endorsed by the Unit Head and approved by OVRAA, be granted a first extension of not more than one (1) year of his/her Leave of Absence Without Pay and a second extension not beyond another year.

The period of the original Leave shall be credited for purposes of restoration of unit load, seniority, and retirement but not for promotion. The period of the first extension shall be credited for purposes only of restoration of unit load. The period of the second extension shall not be credited for any purpose at all. If the academic staff fails to return after the second extension, he/she shall be deemed to have abandoned his/her employment with the UNIVERSITY provided that due process shall be observed in accordance with Law.

17.5.5. In the event that the academic staff dies during the duration of his/her approved Leave, the UNIVERSITY shall give his/her heir the Bereavement Pay as provided for in Article XX, Section 20.2.

17.5.6. A probationary academic staff may, upon request and during the effectivity of his/her appointment, be granted such Leave for such period of time and under such reasonable conditions as may be determined by the OVRAA in consultation with the Unit Head concerned. Such Leave shall not be considered creditable for any purpose.

17.5.7. This leave privilege shall not be used as an opportunity to work at another academic institution or its affiliates.

Section 17.6. Sick Leave

The UNIVERSITY shall give every academic staff who has rendered one (1) year of continuous service Sick Leave with full pay for a period of fifteen (15) working days per academic year.

17.6.1. In foreseeable cases, an academic staff desiring to go on Sick Leave shall submit to the OVRAA through the Unit Head an application with satisfactory evidence of his/her medical condition;

17.6.2. In unforeseeable cases, the academic staff shall notify the Unit Head of his/her condition whenever it becomes possible to do so and submit within three (3) days from his/her return a written statement on the matter.

17.6.3. A Medical Certificate shall be required when the absence exceeds three (3) consecutive days.

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17.6.4. Any absence due to sickness in excess of fifteen (15) days within an academic year may be charged against the Social Security benefits or the accumulated sick leave of the academic staff.

17.6.5. After all accumulated Sick Leaves are exhausted and the academic staff is still unable to report for work, he/she shall be deemed to be on Leave of absence without pay.

17.6.6. After one (1) year of service, unused Sick Leaves shall be accumulated up to a total of seventy-five (75) days and shall be converted to cash upon separation from the UNIVERSITY based on the current basic rank pay rate of the academic staff. Academic staff who have reached the maximum number of allowable cumulative days will cease accruing Sick Leave until the number of days is reduced below the maximum accrual amount in accordance with Section 17.6.4 of this Article.

17.6.7. Sick Leave is defined as time off from scheduled work due to:

- 17.6.7.1. An illness or injury which causes an academic staff to be unable to perform his/her regular job or duties;
- 17.6.7.2. A medical, dental, optical or other health care provider appointment that the academic staff cannot successfully schedule during his/her free time;
- 17.6.7.3. When the presence of the academic staff at the UNIVERSITY will jeopardize the health of others after his /her exposure to a contagious disease;
- 17.6.7.4. A contagious disease, illness, or injury to a member of the immediate family of the academic staff necessitating care and attendance that only he/she can reasonably provide.

Section 17.7. Emergency Leave

17.7.1. Emergency Leave with pay for not more than ten (10) working days shall be granted an academic staff directly affected by such contingencies as: natural and man-made calamities such as fire, earthquake, lahar and volcanic eruptions, tidal waves, as well as serious illness / accident of a member of his/her immediate family.

17.7.2. It is open to all academic staff provided he/she has rendered at least one (1) year of continuous service.

17.7.3. In unforeseen cases, the academic staff or his/her representative should immediately notify the Unit Head/Unit Head within two (2) days from the start of the Leave;

17.7.4. The academic staff should submit within three (3) days upon return the accomplished Emergency Leave form;

Section 17.8. Special Leave Benefits for Women

A female academic staff is entitled to sixty (60) days leave with full pay based on her gross monthly compensation following surgery for gynecological/obstetrical disorders pursuant to DOLE Department Order 112-11 Series of 2011.

Section 17.9. Maternity Leave

17.9.1. The maternity leave shall follow the provisions of Republic Act 11210 (Expanded Maternity Leave Law).

17.9.2. An application for Maternity Leave shall be filed with the OVRAA through the Unit Head. A medical certificate attesting to the expected or actual dates of delivery or confinement shall be attached to the application.

17.9.3. Extension of Maternity Leave beyond the post-delivery leave, on grounds of illness medically certified as arising from pregnancy and related conditions as certified by the attending Obstetrician-Gynecologist, shall be with full pay chargeable against her unused Sick Leave credits. If there be no such credits, the period of extension shall be without pay.

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Section 17.10. Paternity Leave

Every male academic staff shall be entitled to a paternity leave of ten (10) working days with full pay for all deliveries or miscarriages of the legitimate spouse with whom he is cohabiting. Additional paternity leave benefits provided for in RA11210 (Expanded Maternity Leave Law) likewise applies.

Section 17.11. Solo Parent Leave

Any solo parent academic staff who has rendered at least one (1) year of service shall be granted a parental leave of not more than seven (7) working days every academic year as provided for by the Solo Parents' Welfare Act of 2000 and its Implementing Guidelines.

Section 17.12. USTFU Leave

17.12.1. USTFU Officers and affected academic staff are allowed time-off with pay for the handling of CBA negotiations, grievances, arbitration hearing when USTFU representation and the presence of the particular officer(s) / member(s) is / are required.

17.12.2. Upon written application by USTFU, the UNIVERSITY shall grant the following USTFU Leave with full pay:

17.12.2.1. One (1) day per year for USTFU Officers and members attending USTFU General Assembly meetings;

17.12.2.2. One (1) day per term for USTFU meetings;

17.12.2.3. One (1) day per term for USTFU seminars; and

17.12.2.4. Two (2) days per year for USTFU Officers attending UNIVERSITY-USTFU meetings.

17.12.2.5. Notice shall be filed with the concerned Unit Head at least two (2) days before the date of the Leave requested.

17.12.2.6. Time-off from 4:00 P.M. onwards in order to hold the USTFU Christmas party.

17.12.3. For General Assemblies and USTFU Christmas parties, the notice of the activity shall proceed from the UNIVERSITY Secretary General's office.

17.12.4. Attendance by authorized USFTU representative(s) in workers' education, seminars, meetings, conventions and conferences, or Congress, Senate, CHED, DepEd, and/or TESDA meetings where the representation of USTFU is requested, shall be considered authorized / official leave by the UNIVERSITY and the respective Colleges, upon prior request of USTFU.

The request must be filed with the Unit Head's Office at least two (2) days preceding the intended date of leave with an attached copy of the invitation and schedule of the seminar, meeting, convention or conference, and a notation from the Department Head that the services of the employee concerned can be dispensed with for the duration of the leave.

Section 17.13. Bereavement Leave

The UNIVERSITY shall give every academic staff a Bereavement Leave of ten (10) consecutive calendar days with full pay upon the demise of his/her lawful spouse, child, parent, parent-in-law or sibling, starting on the first day that the academic staff is unable to come to work. The application for bereavement leave should be filed within five (5) days from the date of demise.

ARTICLE XVIII: HOSPITALIZATION AND MEDICAL BENEFITS

Section 18.1. Hospitalization and Medical Fund

The UNIVERSITY and USTFU shall build up and maintain a perpetual Hospitalization and Medical Fund.

To augment the existing annual hospitalization fund replenishment of Ten Million Pesos (PhP10,000,000.00), an additional Six Million Pesos (Php 6,000,000.00) shall be allotted, beginning AY 2020-2021.

Starting AY 2023-2024, another Five Million Pesos (PhP5,000,000.00) shall be infused into the fund. Thus, the annual replenishment shall amount to Twenty-one Million Pesos (PhP21,000,000.00).

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In addition, the University shall give a one-time supplement of Ten Million Pesos (Php10,000,000.00) to the hospitalization fund.

18.1.1. The UNIVERSITY and USTFU, through a UST-USTFU Joint Committee on Hospitalization and Medical Benefits, shall administer the Hospitalization and Medical Fund, where both the UNIVERSITY and USTFU are equally represented, and shall jointly decide on any and all issues pertaining to the matter.

18.1.2. The Committee shall develop the Fund to be self-supporting in the future, spending only its proceeds or earnings.

18.1.3. The Committee shall judiciously invest the Fund in less risky securities to create value therefrom or employ the investment management activities of banks. The committee shall likewise consider availing itself of the services of professional investment managers.

18.1.4. The Committee shall promulgate its internal rules and regulations, and may allocate such amount as required, but not to exceed five percent (5%) of the total annual remittance of the Fund, for administrative expenses. The Committee shall be frugal in the administrative expenses authorized from the Fund.

18.1.5. The hospitalization costs and medical benefits of the members of USTFU shall be taken from this Fund in accordance with the limits set forth by the Committee.

18.1.6. The Joint Committee, subject to independent audit by USTFU's External Auditor, shall manage this Fund.

18.1.7. The monthly state of finances of the Fund shall be reported to all USTFU members and appended to USTFU's Annual Report.

Section 18.2. Administration of Hospitalization and Medical Benefits

The Hospitalization and Medical Benefits shall be administered by the USTFU who shall disseminate the Implementing Guidelines of the UST-USTFU Joint Committee to all academic staff.

Section 18.3. Eligible Academic staff

The following academic staff are entitled to benefits from the UST-USTFU Hospitalization and Medical Benefits Fund:

- 18.3.1. Tenured academic staff;
- 18.3.2. Probationary academic staff, who have rendered at least one (1) year of service in the UNIVERSITY, regardless of his / her previous teaching appointment prior to becoming probationary;
- 18.3.3. Lecturer academic staff hired prior to AY 2001-2002 (June 1, 2001);
- 18.3.4. Extendee academic staff;
- 18.3.5. Academic staff after voluntary retirement at the age of at least sixty (60) years and who has rendered at least thirty (30) years of creditable service at the UNIVERSITY are entitled to one (1) additional year of benefits after active service; or
- 18.3.6. Academic staff after mandatory retirement or extendee academic staff who are not re-appointed are entitled to three (3) additional years of benefits after active service.

Section 18.4. Eligible Academic staff on Authorized Leave of Absence

- 18.4.1. An eligible academic staff who is on authorized Leave with pay is entitled to the hospitalization and medical benefits based on the equivalent unit load during his / her leave.
- 18.4.2. An eligible academic staff who is on authorized Leave without pay is entitled to the hospitalization and medical benefits during the first two (2) years of his / her leave of absence provided this is due to a

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continuing / lingering illness and provided further that he / she submits a medical certificate attesting to this and that he / she is not yet fit to work. The benefit shall be based on his / her unit load prior to the leave.

Section 18.5. Maximum Hospitalization and Medical Benefits

18.5.1. Eligible full-time academic staff are entitled to one hundred percent (100%) coverage of the total medical expenses (when confined and/or for out-patient services) based on prevailing guidelines. Eligible part-time academic staff are entitled to fifty percent (50%) coverage per utilization (when confined and/or for out-patient services).

18.5.2. Subject to implementing guidelines, the annual Twenty-one Million Pesos (Php21,000,000.00) fund replenishment shall be utilized as follows:

18.5.2.1. For the first Ten Million Pesos (Php10,000,000.00): eligible academic staff shall be entitled to one hundred percent (100%) coverage of total medical expenses;

18.5.2.2. For utilization beyond Ten Million Pesos (Php10,000,000.00) up to Fifteen Million Pesos (Php15,000,000.00): eligible academic staff shall be entitled to medical coverage of up to Seven Hundred Fifty Thousand Pesos (Php750,000.00) per academic year;

18.5.2.3. For utilization beyond Fifteen Million Pesos (Php15,000,000.00) to Twenty-one Million Pesos (Php21,000,000.00): eligible academic staff shall be entitled to medical coverage of up to Five Hundred Thousand Pesos (Php500,000.00) per academic year.

18.5.3. The tiered framework provided in Section 18.5.2 shall be effective for a period of two (2) academic years, AY 2025-2026 and AY 2026-2027, or until full depletion of the Twenty-one Million (Php21,000,000.00) hospitalization fund in a given academic year, whichever comes first.

18.5.4. Thereafter, the utilization of any subsequent hospitalization benefit shall be limited and charged to the accumulated or unused hospitalization fund, and subject to the following caps:

18.5.4.1. One Hundred Fifty Thousand Pesos (Php150,000.00) per academic year for base benefit, and

18.5.4.2. Three Hundred Fifty Thousand Pesos (Php350,000.00) per academic year for critical illness.

This structure shall remain in effect unless and until a new utilization arrangement is determined by the UST-USTFU Joint Committee on Hospitalization Benefits.

18.5.5. The hospitalization fund shall be used exclusively for medical and hospitalization expenses incurred at the UST Hospital.

18.5.6. Once the accumulated unused hospitalization fund has been fully depleted, the University shall have no obligation to replenish the fund using non-TFI sources, but this will not bar future negotiations on the matter of hospitalization.

18.5.7. The guidelines of the UST Hospital Hospitalization and Medical Benefits shall be applied when applicable, subject to the final guidelines of the UST-USTFU Joint Committee on Hospitalization.

18.5.8. It is understood that the hospitalization and medical benefits are subject to applicable government taxes, charged to the academic staff.

18.5.9. An academic staff shall be allowed the lowest available private air-conditioned hospital room and board up to a maximum non-cumulative period of fifteen (15) days per hospitalization.

18.5.10. The benefit applies and pays primarily for services availed of at the UST Hospital. However, in emergency cases the beneficiary may be rushed to the nearest hospital but as soon as the beneficiary becomes able, he/she must be transferred at once to the UST Hospital. The transfer to the UST Hospital shall be certified by the academic staff's attending physician. However, the Joint Committee may expand the hospital base to selected reputable hospitals in the metropolis and provinces, on considerations of costs and distance to the UST Hospital.

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18.5.11. The Fund shall shoulder the cost of diagnostic procedures for entitled academic staff subject to the limitations as provided for in this Article and implementing guidelines of the Joint Committee.

18.5.12. The hospitalization is covered by any of and within the limits provided hereunder:

18.5.12.1. For admissions at UST Hospital, no admission deposit shall be required from a covered academic staff after presentation of a valid UST ID.

18.5.12.2. Hospitalization benefits are payable only after Philhealth, Senior Citizen's discount (when applicable), health medical insurance benefits (HMO), and/or other benefits / assistance from private / governmental entities are deducted from the total actual charges.

18.5.12.3. However, for the medical academic staff who is also a member of the USTH Medical Staff Association, the Medical Staff benefit shall be first exhausted before the account shall be charged to the academic staff's Hospitalization and Medical Benefits.

18.5.12.4. Professional fees for procedures performed shall be based on the Relative Unit Value (RUV) as stipulated in the Philippine Health Insurance Corporation Relative Value System, Year 2025 or later amendments. The maximum professional fee for any one doctor that shall be paid from the Fund is Twenty Five Thousand Pesos (PhP25,000.00). The anesthesiologist shall be paid at 40% of the surgeon's professional fee.

18.5.12.5. The Fund shall cover the cost of intraocular lens and other implantable prosthesis, hearing aid, or artificial limb up to a maximum of Ten Thousand Pesos (PhP10,000.00) for eligible full-time academic staff and Five Thousand Pesos (PhP5,000.00) for eligible part-time academic staff.

18.5.13. Eligible academic staff shall also be entitled to the following preventive healthcare services subject to the limitations as provided for in this Article and existing guidelines of the Joint Committee provided these are not offered for free by the UST Health Service as part of its healthcare programs:

18.5.13.1. Annual Pap's smear for covered female academic staff forty (40) years old or over and annual Mammogram for those fifty (50) years old or over

18.5.13.2. Annual lipid profile and blood chemistries for covered academic staff forty (40) years old or over; and

18.5.13.3. Colonoscopy at age fifty (50) years and Ultrasound of the Hepatobiliary System at age forty (40) years and every five (5) years thereafter, unless indicated earlier.

Section 18.6. Conditions and Exceptions

18.6.1. For hospitalization benefits to be claimed, the hospital confinement and the services and treatment rendered in the hospital must be actual, necessary, reasonable, and recommended by a licensed physician / surgeon.

18.6.2. Special nurse's fees and ambulance service fees (except for accidents) are not covered by this benefit.

18.6.3. No benefit shall be paid for the following services, products or conditions:

18.6.3.1. Rest cures;

18.6.3.2. Sterilization of either sex, such as castration, vasectomy, and tubal ligation;

18.6.3.3. Any confinement for surgery for congenital deformities such as harelip, clubfoot, cerebral palsy, and others; or for recuperative purposes such as confinement in a sanitarium or convalescent home;

18.6.3.4. Drug addiction, substance abuse or alcoholism;

18.6.3.5. Special nursing services;

18.6.3.6. Room, board, general nursing care or special hospital services not in accordance with the diagnosis and treatment of the condition for which hospital confinement is required;

18.6.3.7. Cosmetic surgery for aesthetic purposes;

18.6.3.8. Injuries due to insanity or self-infliction;

18.6.3.9. Functional disorders of the mind;

18.6.3.10. Out-patient prescriptions for drugs; and

18.6.3.11. Physical examination and diagnostic tests for eligibility for post-retirement extension services.

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18.6.4. Academic staff exceeding their hospitalization and medical benefits shall be entitled to have the excess deducted from their salaries by executing an authorization to deduct from their salaries the amount exceeding the benefit, subject to the limitations set by the University.

Section 18.7. UNIVERSITY-Provided Medical Benefits

18.7.1. As has been provided for by law, continued provision by the UNIVERSITY of the following out-patient benefits to all covered academic staff through the UST Health Service:

- 18.7.1.1. Free medical consultations including General Medicine, Cardiology and Cardiovascular Medicine, Dermatology, Neurology, Pulmonology, and Psychiatry; due to time constraints, academic staff seeking medical/surgical advice shall be accorded with a mechanism to facilitate their consultation with health service doctors.
- 18.7.1.2. Surgical consultations including General Surgery; Obstetrical and Gynecologic consultations; Ophthalmologic and Otorhinolaryngologic consultations;
- 18.7.1.3. Free annual physical examination; and
- 18.7.1.4. Free of charge annual CBC, ECG, urinalysis, stool examination, and chest x-ray if requested by a UST Health Service physician or UST Hospital physician for a covered academic staff; to be done at the UST Hospital, if not available at the UST Health Service

18.7.2. The following additional health services shall be provided by the UNIVERSITY through the UST Health Service:

- 18.7.2.1. Free of charge dental benefits, i.e., free dental consultation, free filling or tooth extraction, including prophylaxis, as previously provided for at the UST Health Service;
- 18.7.2.2. Free examination of the eyes including refraction;
- 18.7.2.3. Free of charge vaccinations to all covered academic staff, when indicated, by the UST Health Service, including but not limited to: Influenza, Hepatitis A & B, Tetanus, Chickenpox, and Cervical Cancer (for females); and
- 18.7.2.4. Free prophylaxis for leptospirosis upon wading in flood waters; and for meningococemia when exposed.
- 18.7.2.5. Free consultation three (3) times a week at the UST Health Service for the family of a covered academic staff (legitimate spouse and unmarried children 21 years old and below) with the days to be fixed by the UST Health Service.

Section 18.8. Eyeglass Benefit

The UNIVERSITY shall give tenured academic staff a Two Thousand Five Hundred Pesos (Php 2,500.00) support for the purchase of prescription eyeglass or contact lenses, i.e., the prescriptive prosthetic appliance and not fashion or non-prescriptive sunglass or contact lens, provided the prescription and original receipt are attached in claiming the support and provided further that this eyeglass support can be availed of once every twenty-four (24) months.

Section 18.9. Miscellaneous Provisions

18.9.1. The UNIVERSITY will continue to slide-in the amounts set aside in the previous CBAs to augment the Fund.

18.9.2. Fifty percent of the amount due yearly shall be remitted within a month from the start of the first term and the other fifty percent within a month from the start of the second term of the academic year. These sums of money shall be remitted without necessity of demand on the part of USTFU and may not be garnished or held by the UNIVERSITY unless on account of disputes in hospital billings between the UNIVERSITY and USTFU.

18.9.3. USTFU shall be directly billed by the UST Hospital for hospital charges accruing from this benefit.

18.9.4. For the purpose of effectively giving due course to this benefit, the UNIVERSITY shall provide a separate space for the academic staff seeking consultation at the UST Health Service.

18.9.5. The Joint Committee shall, within one month (1) after ratification of this CBA, formulate the Implementing Guidelines for this benefit. The Joint Committee is empowered to render modifications to the above guidelines based on prevailing medical practices and policies.

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ARTICLE XIX: RETIREMENT

The Retirement Policy shall be determined by the UNIVERSITY Retirement Board in accordance with existing University Policies.

Section 19.1. Retirement Board

The UST academic staff shall be represented in the UST Retirement Board (USTRB) by the USTFU. The board shall hold a mandatory meeting at least once a year in January or hold any special meeting at any time as the need arises.

Section 19.2. Faculty Retirement Plan

The Faculty Retirement Plan is established and maintained by the UNIVERSITY exclusively for academic staff. The Faculty Retirement Plan shall be non-contributory and the UNIVERSITY undertakes to make periodic contributions to the retirement fund in amounts that are arrived at after actuarial studies are made.

Section 19.3. Retirement Age

The mandatory retirement age for an academic staff is sixty-five (65) years. Any academic staff who shall have completed ten (10) years of creditable service may voluntarily retire and be entitled to retirement benefits.

Section 19.4. Creditable Service Years

19.4.1. The creditable years of service of a retiring academic staff shall be counted from the time he/she joined the UNIVERSITY either through a probationary, lecturer, or substitute appointment, provided the service years prior to tenureship are continuous.

19.4.2. This rule also applies when an academic staff has moved from a non-academic appointment to an academic appointment without resigning and obtaining retirement benefits from the former appointment.

19.4.3. The service years of an academic staff include the administrative/teaching years served under any exchange program, scholarship and/or research programs, Sabbatical Leave, Leaves with pay and those specifically stated as included under any of the provisions of this CBA.

Section 19.5. Creditable Unit Load

19.5.1. Effective AY 2008-2009, an academic staff involuntarily deloaded, deloaded not for cause nor for reasons other than those stated in Article IX, Sections 9.7 and 9.8 within the last ten years of service prior to mandatory retirement age, shall merit a credit of 24 or 21-unit load, whichever is the full load applicable in the academic year when the deloading occurred and the succeeding academic years thereafter until his/her 24 or 21-unit load entitlement is restored.

19.5.2. Petition / Special Classes are included in the determination of the unit load for the purpose of computing the retirement pay of the academic staff to satisfy the twenty-one (21) unit load.

Section 19.6. Amount and Computation of Retirement Benefits

A qualified retiring academic staff shall be entitled to a retirement benefit computed as follows:

19.6.1. For teaching academic staff, it is the latest monthly base pay multiplied by the creditable years of service.

19.6.1.1. The monthly base pay is the average unit load handled for the immediate past twenty (20) terms multiplied by the current academic rank rate plus the average monthly de minimis benefits and other benefits that may be agreed upon, namely: Birthday Gift, Book Allowance, Educator's Bonus, Meal Allowance, Mid-Year Bonus, Technology Allowance, Term-end Bonus, Transportation Allowance, and Wellness Allowance.

19.6.1.2. In the computation of the average teaching units, the maximum allowed shall be 21 units per term for higher education and 24 units for basic education. The summation of units shall be divided by the number of terms with teaching load.

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19.6.2. For non-teaching academic staff, the computation shall use the summation of his/her monthly basic salary and the average monthly de minimis benefits and other benefits that may be agreed upon to be included with the basic rate multiplied by the creditable years of service.

19.6.3. The unit load shall be appreciated for retirement purposes the way it is appreciated for payment purposes.

19.6.4. The retiring academic staff shall be furnished a copy of the computation of his/her Retirement Benefit.

Section 19.7. Extension of Retirees

19.7.1. If it is so warranted, as determined by the UNIVERSITY, an academic staff who has reached the mandatory retirement age of sixty-five (65) years, may be granted extension of appointment provided the following conditions are present:

- 19.7.1.1. No younger member of the incumbent academic staff is qualified to teach the course/render work;
- 19.7.1.2. He/She has a Satisfactory Competence Evaluation during the last five (5) years; and
- 19.7.1.3. He/She is fit to teach/work.

19.7.2. The determination of whether an extendee academic staff is physically fit to teach is satisfied by a basic physical check-up that shall be certified by the UST Health Service. The UNIVERSITY shall shoulder the cost of this basic physical check-up.

Expensive laboratory and ancillary tests shall not be required unless an extendee has been constantly sick. In the event that such tests are needed, only the appropriate ones shall be prescribed. The UNIVERSITY and the extendee shall equally share the cost of the tests.

19.7.3. Payment for service already rendered by an extendee shall not be withheld for any reason.

Section 19.8. Unit Load and Status of Extended Academic staff

19.8.1. The unit load of an academic staff who is granted extension of service beyond the sixty-five (65) years retirement age shall not be more than twelve (12). Although no longer considered a tenured academic staff as this term is understood and treated in law, he/she shall continue to enjoy the same rank and hospitalization benefits prior to retirement.

19.8.2. An extendee's academic year starts in August of the current year and ends in May of the succeeding year.

In the Faculty of Medicine and Surgery, the academic year for extendees handling clerkship is a full 12-month period the starting date of which shall be determined by the academic unit.

Section 19.9. Loan Guaranteed by Retirement Fund

19.9.1. There shall be created a joint University and USTFU Committee, composed of four (4) members, to maintain, review, and/or revise the foregoing stated guidelines on interest rates, terms, and maximum loanable amounts. The Rector of the University will appoint two members and the USTFU President will appoint the other two members to the committee.

19.9.2. Tenured academic staff with ten (10) years of service, depending on the availability of funds, can borrow money from the University at the prevailing bank loan rates per annum computed based on the diminishing monthly balance under the following terms:

Amount	Years to Pay
50,000	2 years
100,000	3 years
150,000	4 years
200,000	4 years

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Section 19.10. Loyalty Gift

In recognition of the dedicated years of service of retiring academic staff, the University agrees to give a Loyalty Gift per creditable year of service. Effective AY 2020-2021, the Loyalty Gift shall be determined as follows:

Years of Service	Amount
11-15	Php 750 per year
16-20	Php 1,500 per year
21-25	Php 3,000 per year
26-30	Php 4,500 per year
31-35	Php 6,000 per year
36 and up	Php 7,500 per year

ARTICLE XX: DISABILITY AND DEATH BENEFITS

An academic staff, who has a unit load or on authorized leave, and who is entitled to Retirement Benefits at the time of his/her death, shall be granted the following:

Section 20.1. Total Permanent Disability Benefits

20.1.1. In addition to the benefits for long-term sickness and permanent total disability in accordance with the SSS Law, tenured academic staff who become permanently and totally disabled shall receive the following entitlement to be shared equally by the University and USTFU:

Years of Service	Amount
20 and above years	Php 200,000
10 to 19 years	Php 100,000
5 to 9 years	Php 50,000
Less than 5 years	Php 25,000

20.1.2. For the purpose of this provision and consistent with the SSS Law, the following shall fall under permanent total disability:

- 20.1.2.1. Complete loss of sight of both eyes;
- 20.1.2.2. Loss of two (2) limbs at or above the ankle or wrists;
- 20.1.2.3. Permanent complete paralysis of two (2) limbs;
- 20.1.2.4. Brain injury resulting to incurable imbecility or insanity; and
- 20.1.2.5. Such other cases as may be determined by law and existing jurisprudence.

Section 20.2. Death Benefits

20.2.1. Bereavement Pay (Funeral Assistance)

20.2.1.1. When an academic staff dies, the UNIVERSITY shall grant a Bereavement Pay of One Hundred Fifty Thousand Pesos (PhP150,000.00) to the estate of the deceased academic staff or to his/her compulsory heirs in the order of succession as provided for by law, within two (2) working days immediately after:

- 20.2.1.1.1. the appropriate UNIVERSITY Office has been duly notified of such fact by the Unit Head's office, OVRAA, nearest kin of the deceased or USTFU; and
- 20.2.1.1.2. necessary documents have been submitted.

20.2.1.2. The compulsory heirs of an academic staff on authorized leave approved by OVRAA at the time of his / her death shall also be entitled to Bereavement Pay.

20.2.1.3. Furthermore, the family members of the deceased may avail themselves of the burial Mass, memorial program in the presence of his/her surviving family, his/her colleagues, College administrators, and presided by the Regent. This is to be held at the UST Chapel Annex, if surviving family so desires.

20.2.2. Tuition Waiver

Children of a tenured academic staff who are already enjoying the Educational Benefit shall continue to enjoy the same during the academic year during which the parent academic staff died.

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The University shall give the same children, provided they belong to the tertiary level programs, priority as San Lorenzo scholars subject to policies and guidelines of the UST scholarship committee.

ARTICLE XXI: COMPLAINT AGAINST AN ACADEMIC STAFF

Section 21.1. Scope

The following rules shall apply to all disciplinary administrative cases brought against an academic staff.

Section 21.2. Offenses

Administrative cases are classified into slight, moderate, and serious offenses depending on their gravity or depravity and effects on the University. The following penalties may be imposed upon an academic staff: 21.2.1. Verbal warnings/reprimand by the Unit Head, for slight offenses or first time breaches of standards of efficiency;

21.2.2. Written warning by the Faculty Council for repeated slight offenses or breaches of standards of efficiency and when previous warnings by the Unit Head have been unheeded

21.2.3. Diminution of load (by the Faculty Council if not more than 5 units and Faculty Tribunal if more than 5 units) for moderate offenses, and

21.2.4. Suspension/termination by the Faculty Tribunal for the following serious offenses:

- 21.2.4.1. Dishonesty;
21.2.4.2. Immorality;
21.2.4.3. Gross Inefficiency;
21.2.4.4. Insubordination;
21.2.4.5. Serious Disrespect to Superiors;
21.2.4.6. Conviction for a crime Involving moral turpitude;
21.2.4.7. Grave/Serious Misconduct;
21.2.4.8. Gross Negligence;
21.2.4.9. Abandonment;
21.2.4.10. Unauthorized Leave of Absence;
21.2.4.11. Excessive Tardiness;
21.2.4.12. Illegal/unauthorized solicitation from students whether in cash or in kind;
21.2.4.13. Doing or transacting personal business with students under him/her;
21.2.4.14. Other offenses mentioned in Section 7.2 of Article VII and Section 121 and 122 of the Manual of Regulations for Private Higher Educational Institutions.

Section 21.3. Preventive Suspension

21.3.1. An academic staff charged with a serious offense may be placed under preventive suspension pending investigation where his/her continued presence in the University premises poses a serious and imminent threat to life or property of the University, its employee/s or student/s.

21.3.2. Prescriptive Period. In case no complaint is filed by the UNIVERSITY within sixty (60) days from the time the cause of action occurred or is discovered by the UNIVERSITY, the cause of action prescribes. However, if the complainant is a UNIVERSITY student, the cause of action shall prescribe after one hundred twenty (120) days from the time the cause of action occurred or is discovered by the UNIVERSITY.

21.3.3. If there is a prescriptive period provided by law for the administrative action, the prescription as provided for by law shall apply.

21.3.4. Cleansing-off Period. For purposes of promotion, an offense which gave rise to a disciplinary action imposed on an erring academic staff shall be taken into consideration against said academic staff only in the promotion year when the offense occurred, and shall not in any way be considered in the evaluation of the academic staff in the succeeding promotion periods.

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21.5.2.5.5. One (1) tenured academic staff chosen by the Vice Rector and the USTFU President.

21.5.2.6. After the initial meeting, the Faculty Tribunal shall set the date of hearing where the respondent academic staff/s will be given another opportunity to be heard. Likewise, the Faculty Tribunal may ask clarificatory questions from the witnesses or complainant. The Faculty Council shall be represented by the University Legal Coordinator.

21.5.2.7. Any academic staff or any person connected with the UNIVERSITY, who is summoned by the Tribunal is obliged to appear and testify as directed in the summons.

21.5.2.8. The Faculty Tribunal, by majority vote, shall render a written decision within thirty (30) days from the date of the last hearing with copies furnished all parties.

21.5.2.9. Either party aggrieved by the decision of the Tribunal may appeal to the Rector by filing a written notice of appeal with the latter's office and serving the opposite party a copy thereof within two (2) working days from receipt of said decision.

21.5.2.10. The appeal and its supporting documents shall be filed within fourteen (14) days from the filing of the notice of appeal, copy furnished the other party.

21.5.2.11. Upon receipt of the appeal, the other party shall file his/her comment/reply within fourteen (14) days after which the appeal shall be submitted for decision.

21.5.2.12. The Rector shall promulgate his decision within sixty (60) days after the filing of the comment/reply.

21.5.2.13. If the appeal is not acted upon within the above-mentioned period:
21.5.2.13.1. The appeal is dismissed when the sanction imposed by the Faculty Tribunal is less than termination from employment;
21.5.2.13.2. The complaint is deemed dismissed with prejudice when the sanction imposed by the Faculty Tribunal is termination from employment.

21.5.2.14. The rules of evidence or of procedure binding on the courts or other administrative tribunals shall not be controlling in these proceedings. However, when the hearing is conducted in an adversarial manner, procedures from administrative tribunals may be adopted for efficient conduct of proceedings but strict technicalities shall be avoided. All questions arising during the proceedings shall be decided by a majority vote.

ARTICLE XXII: GRIEVANCE MACHINERY

Section 22.1. Guiding Principles in Dispute Settlement

The intention and purpose of the parties is to establish a means for the prompt disposition and amicable settlement of all grievances. The parties shall endeavor to resolve all disputes through friendly negotiations as their mutual commitment to ensure the continuity of work; that an open conflict, in any form, involves losses to the parties, and therefore, every effort shall be exerted in this direction to avoid such conflict.

Section 22.2. Definition

Any misunderstanding concerning policies and practices directly affecting academic staff covered by this Agreement or their working conditions in the UNIVERSITY, or any dispute arising as to the meaning, application or violation of any provision of this Agreement or any complaint that a covered academic staff may have against the UNIVERSITY shall be considered a grievance.

Section 22.3. Exclusion

Termination of employment and preventive suspension shall be exempted from the provisions of this Article as the same shall be governed by the procedure provided in the Labor Code and its Implementing Rules.

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Section 22.4. Procedure

A grievance shall be settled as expeditiously as possible in accordance with the following procedure:
22.4.1. **Step I.** The academic staff shall present his/her grievance or complaint in writing to the USTFU Grievance Officer. Upon receipt thereof, the said officer shall verify the facts and determine whether or not the grievance is valid. If the grievance is valid the USTFU Grievance Officer shall present the same to the Unit Head. The USTFU Grievance Officer, the Unit Head and the academic staff shall exert efforts to settle the grievance at their level within twenty-one (21) school days from the date of the presentation. If no settlement is reached, the grievance shall be referred to the Grievance Committee.

22.4.2. **Step II.** The University Grievance Committee shall be composed of two (2) representatives chosen by the UNIVERSITY and two (2) representatives chosen by USTFU. The Committee shall meet within fifteen (15) school days after the elevation of appeals to this step and try to settle the grievance. If the grievance is not settled within twenty (20) school days, the USTFU President may, within ten (10) days thereafter, refer the grievance automatically for voluntary arbitration.

22.4.3. **Step III.** The mechanics of arbitration shall be as follows:
22.4.3.1. The UNIVERSITY and USTFU shall select within three (3) days, by raffle or process of elimination, an arbitrator mutually agreeable to them preferably from the list provided by the National Conciliation and Mediation Board.
22.4.3.2. The voluntary arbitrator shall render an award after the issue in dispute is submitted for decision and his/her award shall be final and binding upon all parties to the grievance; and,
22.4.3.3. Arbitration costs shall be shared equally by the UNIVERSITY and the USTFU.

Section 22.5. Money Claims.

In case an academic staff or USTFU wins a money claim under the Grievance Machinery, voluntary arbitration, or negotiation against the UNIVERSITY, the monetary claim shall be awarded not later than forty-five (45) days from the date of receipt of the final decision including interest due thereon for the duration with which the money was with the University from the time that it should have been due USTFU or the academic staff. If the money claim is won in a judicial or quasi-judicial body, the UNIVERSITY shall shoulder all the money claims in accordance with the decision.

ARTICLE XXIII: PERMANENT UNIVERSITY-USTFU COMMITTEE

Section 23.1. Permanent UNIVERSITY-USTFU Committee (PUUC)

The UNIVERSITY and USTFU realize that, notwithstanding this CBA, there will remain problems and irritants, which will require the continuing attention of both parties. Symbolic of the mutual good faith of the parties, they agree to establish a Permanent Committee, where the UNIVERSITY and USTFU are equally represented, to address these problems as soon as they arise.

Section 23.2. Composition of the PUUC

- 23.2.1. The Committee shall be composed of the following members:
 - 23.2.1.1. For the UNIVERSITY:
 - 23.2.1.1.1. Rector or his representative
 - 23.2.1.1.2. Vice-Rector for Academic Affairs or his/her representative
 - 23.2.1.1.3. Vice –Rector for Finance or his representative
 - 23.2.1.1.4. Appointee of the Rector
 - 23.2.1.2. For USTFU:
 - 23.2.1.2.1. President of USTFU or his/her representative
 - 23.2.1.2.2. Executive Vice-President of USTFU or his/her representative
 - 23.2.1.2.3. Secretary General of USTFU or his/her representative
 - 23.2.1.2.4. Appointee of USTFU President

23.2.2. The Committee shall meet within thirty (30) days from the signing of this CBA. Thereafter the Committee shall meet at least bi-monthly or as the need arises.

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23.2.3. The decision/s reached during PUUC Meetings shall be binding to all the UNIVERSITY's institutional officers.

ARTICLE XXIV: ACCOUNTING TRANSPARENCY

Section 24.1. Financial Documents

The UNIVERSITY shall have a transparent accounting system and shall as far as practicable provide the following necessary accounting documents to USTFU or its authorized representative:

- 24.1.1. Annual Audited Financial Statements or if still unavailable, the Financial Statements submitted to the Bureau of Internal Revenue (BIR) or Securities and Exchange Commission (SEC);
- 24.1.2. Breakdown of the "Tuition Fees";
- 24.1.3. Breakdown of the "General" expenses as found in the audited financial statements;
- 24.1.4. Accounting of the Tuition Fee Increases;
- 24.1.5. Accounting of NSTP Fund;
- 24.1.6. The number of students per year level, including the number of units enrolled, in each College on a per term basis and including summer;
- 24.1.7. Summary of Teaching Load converted to Teaching Units per academic staff per College at the end of a term, including Special Term.
- 24.1.8. Upon request, the UNIVERSITY shall provide the above-mentioned reports / documents within three months from receipt of USTFU's communication.

ARTICLE XXV: USE AND IMPROVEMENT OF UNIVERSITY FACILITIES

Section 25.1. Use of Facilities

Subject to reasonable and uniform rules and regulations of the UNIVERSITY, academic staff / faculty organizations are allowed to use UNIVERSITY facilities such as but not limited to libraries, conference halls, auditoria, classrooms, audio-visual rooms, swimming pool, gymnasium, museum, chapel, basketball and tennis courts, etc. However, the matter of free use of said facilities shall be at the discretion of the UNIVERSITY.

Section 25.2. Facilities

The UNIVERSITY shall continue to maintain and provide:

- 25.2.1. All Unit Head's offices and faculty rooms with first aid kits;
- 25.2.2. Adequate lighting of the campus area including all walks, streets, and parking spaces until 10:00 P.M.;
- 25.2.3. Air-conditioning of all faculty rooms of the different Colleges including sufficient number of computer units with internet access;
- 25.2.4. An office space gratuitously provided with internet connections, air-conditioning, and pantry to be used by USTFU in the discharge of its duties, responsibilities and programs.
- 25.2.5. The University will provide access to USTFU a lecture or training room whenever needed in pursuance of its labor education mandate, entrepreneurship programs for retiring academic staff, and personal finance programs for academic staff.

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ARTICLE XXVI: MISCELLANEOUS PROVISIONS

Section 26.1. Prompt Payment

All money claims due to USTFU and its members shall be paid to them without the necessity of demand on the day agreed upon. The same shall apply as regards the obligations of USTFU to the UNIVERSITY.

Section 26.2. No Unreasonable Demands

No demand shall be made on any academic staff, which ignores conditions beyond human control or which reflects a personal bias, prejudice or desire for reprisal on the part of any official or staff of the UNIVERSITY.

Section 26.3. No Undue Discrimination

There shall be no undue discrimination against any academic staff on account of race, color, gender, religion, nationality, marital status or membership or activities in USTFU.

Section 26.4. New Faculty Orientation Program

USTFU shall be given the time to appraise the newly hired academic staff about their rights and obligations embodied in the CBA in the yearly orientation program conducted by the UNIVERSITY.

Section 26.5. No Diminution of Benefits

All pre-existing benefits and beneficial practices, such as but not limited to Dangal ng UST Awards, that are not expressly provided for in this Agreement but which are being extended by the UNIVERSITY to all covered academic staff, whether teaching academic staff or non-teaching, in accordance with UNIVERSITY policies and by operation of law and sound industrial relations practices, shall be maintained by the UNIVERSITY and shall be deemed also part and parcel of this Agreement. In line with this, the UNIVERSITY agrees that it shall abide by Article 100 of the Labor Code on non-diminution of benefits and this Agreement shall not be construed as diminishing the benefits currently enjoyed by the academic staff, except as may otherwise herein be expressly provided.

Section 26.6. TFI Distribution

The UNIVERSITY shall establish a fair and equitable distribution of the tuition fee increment for all employees on the basis of the relative worth and complexity of the jobs. Further, the compensation program shall provide a structure for the merit and promotional salary increase.

Any undistributed excess amount coming from the tuition fee increase of a particular academic year shall be distributed in the next academic year.

The University shall inform USTFU of this excess amount and shall distribute it in the same manner as previously given.

Similarly, any excess in distribution coming from the tuition fee increase of a particular academic year shall be deducted from the TFI of the next academic year.

Section 26.7. Complaint Against an Administrator.

In cases of complaints against an academic/administrative official by reason of discharge of duties, an academic staff or the USTFU may write a letter of complaint to the Rector for the purpose of investigation and determination of appropriate sanctions following the procedures stipulated in the Policies and Procedures for Administrative and Academic Officials.

ARTICLE XXVII: ENFORCEMENT AND AMENDMENT OF POLICIES

Section 27.1. Mutual Responsibility

The UNIVERSITY and academic staff shall be mutually responsible in the implementation or enforcement of policies, rules or regulations of the UNIVERSITY affecting the students.

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Section 27.2. Policies Affecting Academic staff

27.2.1. Any existing UNIVERSITY policy, rule, regulation or Implementing Guidelines that is in conflict with any provision of this CBA shall be deemed revoked / amended immediately upon approval and ratification of this CBA.

27.2.2. Any change or modifications in the existing policies, rules, or regulations affecting academic staff shall not be made except in consultation with the USTFU.

Section 27.3. Objections to Policies

USTFU shall have the right to bring to the attention of the UNIVERSITY any objection or objections to any policy, rule, or regulation for purposes of its amendment, alteration, or appeal.

ARTICLE XXVIII: FACULTY MANUAL AND CBA IMPLEMENTING GUIDELINES

Section 28.1. Faculty Manual

28.1.1. In the event of conflict between the provisions of this CBA and the Faculty Manual or its equivalent, the provision of the former shall prevail.

28.1.2. The provisions of the Faculty Manual adopted by the UNIVERSITY, in so far as they are not directly or impliedly in conflict with the provisions of this CBA, shall be incorporated in the Implementing Guidelines of this CBA.

Section 28.2. Implementing Guidelines

28.2.1. Within three (3) months after the ratification of the CBA, the OVRAA and USTFU shall form a Joint Committee for the purpose of drafting the implementing rules and regulations based on the provisions of the CBA.

28.2.2. The Implementing Guidelines shall be consistent with the related CBA provisions. In the event of contradiction or conflict between a CBA provision and the Implementing Guidelines, the CBA provision shall prevail and the Implementing Guidelines shall be amended to conform accordingly.

ARTICLE XXIX: PRINTING AND DISTRIBUTION OF CBA

The UNIVERSITY shall cause this CBA and other related agreements to be printed in pamphlet form for distribution to and for the information of all concerned within one (1) month from the signing hereof.

ARTICLE XXX: EFFECTIVITY

Section 30.1. Effectivity

This CBA shall be effective for a period of five (5) years, starting August 1, 2021 and ending July 31, 2026.

Section 30.2. Renegotiation and Renewal

30.2.1. Only economic provisions and provisions with economic implications of this CBA shall be negotiable not later than three (3) years after its execution from August 1, 2021.

30.2.2. If for any reason, no new CBA is entered into at the expiration date hereof, this CBA shall remain in full force and effect until such time as a new CBA shall have been executed by the parties.


IN WITNESS WHEREOF, the parties have signed this CBA this 30th day of May 2025 in Manila, Philippines.

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UST-USTFU COLLECTIVE BARGAINING AGREEMENT 2021-2026

UNIVERSITY PANEL


Prof. Cheryl R. Peralta, DrPH
Chairperson, UNIVERSITY Panel



Atty. Elgin Michael C. Perez
Vice-Chairperson, UNIVERSITY Panel

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Member, UNIVERSITY Panel


Assoc. Prof. Pilar I. Romero, Ph.D.
Member, UNIVERSITY Panel


Assoc. Prof. Peter S. Lim, MS
Member, UNIVERSITY Panel


Mr. Cesar M. Velasco, Jr., MBA
Member, UNIVERSITY Panel


Ms. Christine C. Nicolas
Member, UNIVERSITY Panel



Prof. Gezzez Giezi G. Granada, DCL
Member, UNIVERSITY Panel

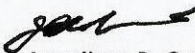
Prof. Donald G. Manlapaz, Ph.D.
Secretary, UNIVERSITY Panel


Prof. Al Faithrich C. Navarrete, Ph.D.
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USTFU PANEL


Asst. Prof. Emerito C. Gonzales, MA
Chairperson, USTFU Panel


Asst. Prof. Edilberto S. Gonzaga, MD
Vice-Chairperson, USTFU Panel


Asst. Prof. Jonathan B. Cabero, MS
Member, USTFU Panel

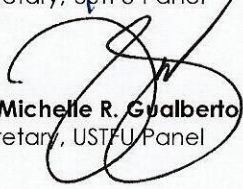

Asst. Prof. Casencio M. Paner, MS
Member, USTFU Panel


Asst. Prof. Maria Victoria V. Bongar, MHPEd
Member, USTFU Panel


Sr. Teacher Pecholo Mari T. Arabit, MS
Member, USTFU Panel

WITNESSED BY:


Asst. Prof. Marvin U. Zapanta, MHist
Secretary, USTFU Panel


Ms. Michelle R. Gualberto
Secretary, USTFU Panel

ATTESTED TO BY:

Rev. Fr. Richard G. Ang, O.P.
Rector, UNIVERSITY OF SANTO TOMAS