

**BENEFITS MANUAL**  
**2014**

## TABLE OF CONTENTS

SECTION I	REGULAR HOLIDAYS	1
SECTION II	LEAVE BENEFITS	
	SICK LEAVE	1
	VACATION LEAVE	1
	MATERNITY LEAVE	1
	PATERNITY LEAVE	1
	PARENTAL LEAVE	2
	SPECIAL LEAVE BENEFIT FOR WOMEN	3
SECTION III	HEALTH CARE BENEFIT	
	HEALTH MAINTENANCE INSURANCE	4
	ACCIDENT INSURANCE	4
	INSTITUTIONAL HEALTH SERVICES	4
SECTION IV	LOANS BENEFIT	
	EMERGENCY LOAN	4
	SALARY ADVANCES	4
	CASH ADVANCES	4
	SALARY LOAN WITH INTEREST	4
	TUITION LOAN SERVICE	5
SECTION V	EMPLOYEE'S EDUCATIONAL BENEFIT	
	DLSL SCHOLARSHIP GRANT	5
	NON DEGREE PROGRAMS	5
SECTION VI	RETIREMENT BENEFITS	5
SECTION VII	OTHER BENEFITS	
	SERVICE AWARD	6
	CHRISTMAS GIFT	6
	FREE INSTRUCTION MATERIALS	6
	PARKING PRIVILEGE	6
	UNIFORM ALLOWANCE	6
	BOOKSTORE CHARGES	6
APPENDICES		
	APPENDIX A LEAVE CREDITS	7
	APPENDIX B SOLO PARENTS WELFARE ACT OF 2000	10
	APPENDIX C GUIDELINES FOR OPTIONAL RETIREMENT	14
	APPENDIX D POLICY ON SALARY ADVANCE AND EMERGENCY LOAN	16
	APPENDIX E DE LA SALLE RETIREMENT PLAN RULES AND REGULATIONS	17
	APPENDIX F SPECIAL LEAVE FOR WOMEN	26

The following are the legal and school provided benefits and privileges that regular DLSL employees are eligible to enjoy :

### Section 1. Regular Holidays

January 1	-	New Year's Day
Movable date	-	Maundy Thursday
Moveable date	-	Good Friday
April 9	-	Araw ng Kagitingan
May 1	-	Labor Day
June 12	-	Independence Day
Last Sunday of August	-	National Heroes Day
November 1	-	All Saints Day
November 30	-	Bonifacio Day
December 25	-	Christmas Day
December 30	-	New Years Day
Movable date	-	Eid'l Fitr (End of Ramadan)
Movable date	-	Eid'l Adha (Feast of Sacrifice)

### Section 2. Leave Benefits

#### 1.1. Sick Leave (SL)

Sick Leave with pay is granted to full time employees who have been in the Institution for a specified number of months of continuous service (*refer to Appendix A Leave Credits*)

#### 2.2 Vacation Leave (VL)

Full-time employees who have been of service to DLSL for at least three consecutive years are entitled to vacation leave (inclusive of the Service Incentive Leave) with pay. (*refer to Appendix A Leave Credits*)

Full- time employees who have been of service to DLSL for more than one year but less than three consecutive years are entitled to the 5-day Service Incentive Leave with pay as provided by law.

#### 2.3 Maternity Leave (ML)

Female employees who have paid at least (3) monthly SSS contribution within a 12-month period immediately preceding the semester of her childbirth or miscarriage shall be entitled to a maternity leave of sixty (60) days for normal delivery and seventy eight(78) days for caesarian operation( inclusive of Saturdays, Sundays, and holidays). This benefit shall be paid only for the first four (4) deliveries or miscarriages.

#### 2.4 Paternity Leave (PL)

##### Coverage:

Paternity leave is granted to all married male employees in the private sector, regardless of their employment status (e.g. probationary, regular, contractual, project-based). The purpose of this benefit is to allow the husband to lend support to his wife during her period of recovery and/or in nursing her newborn child.

### **The Paternity Leave Benefit**

Paternity leave benefit shall apply to the first four (4) deliveries of the employee's lawful wife with whom he is cohabiting. For this purpose, "cohabiting" pertains to the obligation of the husband and wife to live together.

Even if the spouses are not physically living together by reason of the workstation or occupation of the male employee he is still entitled to the paternity leave benefit.

The paternity leave shall be for seven (7) calendar days, with full pay, consisting of basic salary and mandatory allowances fixed by the Regional Wage Board, if any, provided that his pay shall not be less than the mandated minimum wage.

Usage of the paternity leave shall be after the delivery, without prejudice to an employer's policy of allowing the employee to avail of the benefit before or during the delivery, provided that the total number of days shall not be more than seven (7) calendar days for each covered delivery.

#### **Conditions for Entitlement:**

A married male employee shall be entitled to paternity leave benefit provided that he has met the following conditions:

1. He is an employee at the time of the delivery of his child;
2. He is cohabiting with his spouse at the time that she gives birth or suffers a miscarriage;
3. He has applied for paternity leave with his employer within a reasonable period of time from the expected date of delivery by his pregnant spouse, or within such period as may be provided by company rules and regulations.
4. His wife has given birth or suffered a miscarriage

#### **Application for Paternity Leave:**

The married male employee shall apply for paternity leave with his employer within a reasonable period of time from the expected date of delivery by his pregnant spouse, or within such period as may be provided by company rules and regulations. In case of miscarriage, prior application for paternity leave shall not be required.

#### **Nonconversion to Cash:**

In the event that the paternity leave is not availed of, it shall not be convertible to cash and shall not be cumulative.

### **1.5 Parental Leave**

This leave is granted to any solo parent or individual who is left alone with the responsibility of parenthood. This leave benefit is granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required. (*refer to Appendix B for coverage*).

The parental leave, in addition to leave privileges under existing laws, shall be for seven (7) work days every year, with full pay, consisting of basic salary and mandatory allowances fixed by the Regional Wage Board, if any, provided that his/her pay shall not be less than the mandated minimum wage.

#### **Condition of Entitlement:**

A solo parent employee shall be entitled to parental leave, provided that:

1. He/she has rendered at least one (1) year of service, whether continuous or broken;
2. He/she has notified his/her employer that he/she will avail himself/herself of it within a reasonable period of time; and
3. He/she has presented to his/her employer a Solo Parent Identification Card, which may be obtained from the DSWD office of the city or municipality where he/she resides.

**Nonconversion to Cash:**

In the event that the parental leave is not availed of, it shall not be convertible to cash.

**Termination of the Benefit:**

A change in the status or circumstance of the parent claiming the benefit under the law, such that he/she is no longer left alone with the responsibility of parenthood, shall terminate his/her eligibility for the benefit.

**Procedure for Application:**

1. A solo parent employee must submit a Letter of Request addressed to the school's president and endorsed by her immediate superior indicating the reason for application.
2. He/She must attach a photocopy of his/her Solo Parent ID issued by the Department of Social Welfare and Development (DSWD).
3. The HRD Office verifies the ID with the DSWD.
4. The letter of request together with the Solo Parent ID will be forwarded to the President's Office for approval.
5. The approved application letter will be forwarded to the HRD Office.
6. The employee will be given the appropriate leave credits for availment.

Note: All employees enjoying the parental leave must update their Solo Parent IDs on a yearly basis.

**2.6. Special Leave Benefit for women**

This leave refers to a female employee's leave entitlement of up to two (2) months with full pay from employer based on her gross monthly compensation following surgery caused by gynecological disorders. This leave benefit is pursuant to RA 7610 "Magna Carta for Women" (*refer to Appendix F for the coverage, procedure and guidelines*).

"Gynecological disorders" refer to those that would require surgical procedures such as, but not limited to, dilatation and curettage, and those involving female reproductive organs such as the vagina, cervix, uterus, fallopian tubes, ovaries breast, adnexa and pelvic floor, as certified by a competent physician. It shall also include hysterectomy, ovariectomy and mastectomy,

**Conditions of Entitlement**

1. She has rendered at six (6) months continuous aggregate employment service for the last twelve (12) months prior to surgery;
2. She has filed an application for special leave with her employer within reasonable period of time from the expected date of surgery or within such period as may be provided by the company rules and regulations; and
3. She has undergone surgery due to gynecological disorders as certified by competent physician.

**Application for Special Leave Benefit (SLB):**

1. Employee notifies the HRD Office of the medical procedure she has to undergo and submits the doctor's admitting order and/or medical certificate
2. The HRD Attendance In-Charge incorporates the leave of absence to the payroll.
3. After the operation, the employee submits the operative report to the HRD Office and signs the conforme of the SLB Form signifying that she has received the benefit as per her doctor's recommendation.

**Nonconversion to Cash**

The special leave shall be non-cumulative and non-convertible to cash.

**Section 3. Health Care Benefit**

**3.1 Health Maintenance Insurance**

This benefit is given to permanent employees who have rendered at least 3 continuous years of service in the institution.

Those who were hired starting SY 2011-2012 will shoulder the 30% premium of principal members upon entitlement.

**3.2 Accident Insurance**

All permanent employees are provided with an accident insurance on a yearly basis.

**3.3 Institutional Health Services (IHS)**

In so far as the existing facilities of the school clinic allow, all employees are entitled to:

- a. Medical check-ups and consultations
- b. Dental check-ups and consultations which also includes free simple tooth extraction and oral prophylaxis.

**Section 4. Loans Benefit**

**4.1. Emergency Loan**

An interest-free emergency loan payable in five (5) months may be availed by an employee who is facing an emergency case. *(see Appendix D for policies and procedures)*

**4.2. Salary Advances**

In case of emergency for personal and family needs, an employee may advance his salary for the next payday. *(see Appendix D for policies and procedures)*

**4.3. Cash Advances**

An employee may avail of a cash advance of a minimal amount for every salary period. This is payable in full outright deduction in the salary for the next period covered.

**4.4. Salary Loan with Interest**

Employees with at least one (1) year of continuous service may avail of a one (1) month salary loan based on the prevailing interest rate, payable in twenty four (24) equal semi-monthly installments. For non- permanent employees, the loan is payable from the time the loan is availed up to the end of the contract period. Loans shall be approved and released depending on the availability of funds.

#### **4.5 Tuition Loan Service**

This benefit is extended to:

- a. All employees who have brothers or sisters studying in either the Integrated School or the College.
- b. Employees whose children are not covered by the Brother President Scholarship Grant.

Tuition loan service is for one enrolment term, deductible without interest from the salary of an employee who avails of the loan.

### **Section 5. Employees' Educational Benefit**

#### **5.1 DLSL Scholarship Grant**

This benefit is given preferably to a permanent employee who has maintained an efficiency rating of at least 3.20 every semester, has a strong desire to pursue a degree program, has potentials for responsible leadership, is physically healthy, and is a person of good moral character. Scholarship applications endorsed by the Division Head should be submitted to the Lasallian Assistance Management Program Office. Scholarship applications are subject to the approval of the Chancellor/President.

#### **5.2. Non-Degree Programs (Seminars, Lectures, Training)**

It maybe necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the institution and/or the individual employees. Attendance of such activities may be required by the institution or requested by individual employees. However, attendance will not be considered an officially authorized activity unless prior written approval has been issued by their superior duly noted by the Senior Management. To obtain written approval, employees wishing to attend an activity must submit a written request to their immediate superior detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose and justification for attendance.

Where attendance is required or authorized by the Institution, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally may include registration fees, materials, meals, transportation and parking. Reimbursement Policies regarding these expenses should be discussed with their Division Head in advance.

An employee's attendance of authorized outside activities will be considered hours worked to the extent such hours coincide with normal work schedules, and such hours will be compensated in accordance with normal payroll practices.

This policy does not apply to any employee's voluntary attendance outside of normal working hours at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While the institution generally encourages all employee's to improve their job skills and Promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.

### **Section 6. Retirement Benefits**

All permanent employees are entitled to retirement benefits as stated in the latest Retirement Plan of DLSL and as approved by the Board of Trustees.

DLSL employees who availed of early retirement after 25 years of continuous service may still have their children (maximum of two children only) enroll here at DLSL with a 100% discount on tuition until they graduate in college. *(see Appendix C for guidelines on Optional Retirement)*

## **Section 7. Other Benefits**

### **7.1. Service Award**

A cash incentive of an approved fixed amount per year of service is given to 10, 15, 20, 25, 30, 35 and 40 continuous years. Aside from the cash a plaque is given in appreciation of service rendered by an employee for 10, 15 and 20 years and for 25 years a service ring is given.

### **7.2 Christmas Gift**

Gifts in cash and/or in kind are given to employees (excluding project-based employees) during Christmas. It is not a demandable and an enforceable obligation and is discretionary on the part of the Board of Trustees.

### **7.3 Free Instructional Materials**

Materials used in teaching, e.g, lesson plans, notebooks, and class records, are given free to the teachers at the start of the school year. Other supplies related to instruction may be secured after filling of the necessary requisition forms duly noted by the immediate superior.

### **7.4 Parking Privilege**

Employees who personally drive their own vehicle may apply for parking privileges which are given depending on space availability and on a first-come-first-served basis.

### **7.5 Uniform Allowance**

Employees who are permanent with at least three (3) years of continuous service are given this benefit on a yearly basis. The amount is approved by the President/Chancellor depending on the availability of the budget.

### **7.6 Bookstore Charges**

Employees' purchases in the School Bookstore may be charged and deducted from their salaries without interest.

**APPENDIX A**  
**LEAVE CREDITS**

Category/Rank	Vacation Leave/Service Incentive Leave (SIL)	Sick Leave
Trial 1	No Vacation Leave	To be credited at the end of the school year after the completion of Trial 1 contract (1.25 (10 hrs) x 10 months = 12.5 days or 100 hrs)
Trial 2 (Academic Teaching)	5 working says SIL	Pro-rated (1.25/month or 10 hrs x contract period)  (1) if approved for Trial 3 1.25 x 11 months = 13.75 days or 110 hrs,  (2) if end contract 1.25 days (10 hrs ) x 10 months = 12.5 days or 100 hrs
Trial 2 (Academic Non Teaching)	5 working says SIL	Pro-rated (1.25/month or 10 hrs x contract period)  (1) 1.25(10 hrs) x 11 months = 13.75 days or 110 hrs  (2) 1.25 (10 hrs) x 12 months = 15 days (120 hrs) <i>Note: With additional 1 month summer contract issued upon request of the Immediate superior and approval of the V concerned)</i>  (3) if end contract 1.25 days (10 hrs ) x 10 months = 12.5 days or 100 hrs
Trial 2 (Academic Service Faculty)	5 working says SIL	Pro-rated (1.25/month or 10 hrs x contract period)  (1) If approved to T3 1.25(10 hrs) x 11 months = 13.75 days or 110 hrs  (2) 1.25(10 hrs) x 12 months = 15 days (120 hrs) <i>Note: With additional 1 month summer contract issued upon request of the Immediate superior and approval of the VC concerned)</i>  (3) if end contract 1.25 days(10 hrs ) x 10 months = 12.5 days or 100 hrs
Trial 3 (Academic	if approved for permanency	Pro-rated (1.25/month or 10 hrs x contract

Teaching)	30 calendar days during Faculty Summer Vacation (FSV),	period) (1) If approved for permanency 1.25(10 hrs) x 12 months = 15 days or 120 hrs  (2) if end contract 1.25 days(10 hrs ) x 10 months = 12.5 days or 100 hrs
Trial 3 (Academic Non-Teaching)	5 working days SIL	Pro-rated (1.25/month or 10 hrs x contract period)  (1) If approved for permanency 1.25(10 hrs) x 12 months = 15 days or 120 hrs  (2) if end contract 1.25 days(10 hrs ) x 10 months = 12.5 days or 100 hrs
Trial 3 (Academic Service Faculty)	5 working days SIL	Pro-rated (1.25/month or 10 hrs x contract period)  (1) If approved for permanency 1.25(10 hrs) x 12 months = 15 days or 120 hrs  (2) if end contract 1.25 days(10 hrs ) x 10 months = 12.5 days or 100 hrs
Probationary 1 and 2 (Non-Academic Non-Teaching)	No Vacation Leave	No Sick Leave
Permanent( Non-Academic Non Teaching with Less than 1 year)	No Vacation Leave	Pro-rated (1.25/month upon Permanency)
Permanent( Non-Academic Non Teaching with 1 (one) year of service)	5 working days SIL	Pro-rated (1.25 or 10 hrs) x 12 months = 15 days or 120 hrs
Permanent with 3 or more years of service (Academic Teaching)	30 calendar days during Faculty Summer Vacation (FSV)	Pro-rated 1.25(10 hrs) x 12 months = 15 days or 120 hrs
Permanent Academic Service Faculty and Academic Teaching-Administrators	21 working days Vacation Leave availment is on staggered basis in one (1) School Year	Pro-rated 1.25(10 hrs) x 12 months = 15 days or 120 hrs
Permanent Academic Non-Teaching and Non-Academic Non-Teaching with three of more years of service	15 working days VL	Pro-rated 1.25(10 hrs) x 12 months = 15 days or 120 hrs

For Trial/Probationary/Permanent employees with less than one year of service, any absence incurred will be deducted from the payroll of the covered period. Eligible employees earn 1.25 days SL monthly. Cut-off of leave credits is every May 31. Payment of unused cumulative SL shall be every June 10.

## **POLICY ON UNUSED VACATION LEAVE**

Office workers under Academe, Administration, Office of the Vice Chancellor and Office of the President who were unable to use their allowable vacation leaves due to them during summer because the nature of their work required them to report during these months are given until the END OF JUNE to claim these leaves. Below are the guidelines to be followed:

1. Office workers who wish to use the Vacation Leave Credit must file ON-LINE their applications subject for approval of their immediate superiors.
2. Immediate superiors are reminded to ensure that operations will not be interrupted before approving the application for leave to
3. It is important that the office worker should check that their application is approved before going on vacation.
4. Maximum of 2 consecutive days can be enjoyed per availment.

## APPENDIX B

### RA No. 8972 "SOLO PARENTS WELFARE ACT OF 2000"

AN ACT PROVIDING FOR THE BENEFITS AND PRIVILEGES TO SOLO PARENTS AND THEIR CHILDREN APPROPRIATING FUNDS THEREFORE AND FOR OTHER PURPOSES

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled

#### Section 1. Title.

This Act shall be known as the "Solo Parents Welfare Act of 2000"

#### Section 2. Declaration of Policy

It is the policy of the State to promote the family as the foundation of the nation, strengthen its solidarity and ensure its total development. Towards this end, it shall develop a comprehensive program of services for solo parents and their children to be carried out by the Department of Social Welfare and Development (DSWD), the Department of Health (DOH), the Department of Education, Culture and Sports (DECS), the Department of the Interior and Local Government (DILG), the Commission on Higher Education (CHED), the Technical Education and Skills Development Authority (TESDA), the National Housing Authority (NHA), the Department of Labor and Employment (DOLE) and other related government and non-government agencies.

#### Section 3. Definition of Terms

Whenever used in this Act, the following terms shall mean as follows:

- (a) "Solo parent" - any individual who falls under any of the following categories:
- (1) A woman who gives birth as a result of rape and other crimes against chastity even without a final conviction of the offender: Provided, That the mother keeps and raises the child;
  - (2) Parent left solo or alone with the responsibility of parenthood due to death of spouse;
  - (3) Parent left solo or alone with the responsibility of parenthood while the spouse is detained or is serving sentence for a criminal conviction for at least one (1) year;
  - (4) Parent left solo or alone with the responsibility of parenthood due to physical and/or mental incapacity of spouse as certified by a public medical practitioner;
  - (5) Parent left solo or alone with the responsibility of parenthood due to legal separation or de facto separation from spouse for at least one (1) year, as long as he/she is entrusted with the custody of the children;
  - (6) Parent left solo or alone with the responsibility of parenthood due to declaration of nullity or annulment of marriage as decreed by a court or by a church as long as he/she is entrusted with the custody of the children;
  - (7) Parent left solo or alone with the responsibility of parenthood due to abandonment of spouse for at least one (1) year;
  - (8) Unmarried mother/father who has preferred to keep and rear her/his child/children instead of having others care for them or give them up to a welfare institution;
  - (9) Any other person who solely provides parental care and support to a child or children;
  - (10) Any family member who assumes the responsibility of head of family as a result of the death, abandonment, disappearance or prolonged absence of the parents or solo parent. A change in the status or circumstance of the parent claiming

benefits under this Act, such that he/she is no longer left alone with the responsibility of parenthood, shall terminate his/her eligibility for these benefits.

- (b) "Children" - refer to those living with and dependent upon the solo parent for support who are unmarried, unemployed and not more than eighteen (18) years of age, or even over eighteen (18) years but are incapable of self-support because of mental and/or physical defect/disability.
- (c) "Parental responsibility" - with respect to their minor children shall refer to the rights and duties of the parents as defined in Article 220 of Executive Order No. 209, as amended, otherwise known as the "Family Code of the Philippines."
- (d) "Parental leave" - shall mean leave benefits granted to a solo parent to enable him/her to perform parental duties and responsibilities where physical presence is required.
- (e) "Flexible work schedule" - is the right granted to a solo parent employee to vary his/her arrival and departure time without affecting the core work hours as defined by the employer.

**Section 4. Criteria for Support.** - Any solo parent whose income in the place of domicile falls below the poverty threshold as set by the National Economic and Development Authority (NEDA) and subject to the assessment of the DSWD worker in the area shall be eligible for assistance: Provided, however, That any solo parent whose income is above the poverty threshold shall enjoy the benefits mentioned in Sections 6, 7 and 8 of this Act.

**Section 5. Comprehensive Package of Social Development and Welfare Services.**

A comprehensive package of social development and welfare services for solo parents and their families will be developed by the DSWD, DOH, DECS, CHED, TESDA, DOLE, NHA and DILG, in coordination with local government units and a nongovernmental organization with proven track record in providing services for solo parents.

The DSWD shall coordinate with concerned agencies the implementation of the comprehensive package of social development and welfare services for solo parents and their families. The package will initially include:

- (a) Livelihood development services which include trainings on livelihood skills, basic business management, value orientation and the provision of seed capital or job placement.
- (b) Counseling services which include individual, peer group or family counseling. This will focus on the resolution of personal relationship and role conflicts.
- (c) Parent effectiveness services which include the provision and expansion of knowledge and skills of the solo parent on early childhood development, behavior management, health care, rights and duties of parents and children.
- (d) Critical incidence stress debriefing which includes preventive stress management strategy designed to assist solo parents in coping with crisis situations and cases of abuse.
- (e) Special projects for individuals in need of protection which include temporary shelter, counseling, legal assistance, medical care, self-concept or ego-building, crisis management and spiritual enrichment.

**Section 6. Flexible Work Schedule.**

The employer shall provide for a flexible working schedule for solo parents: Provided,

that the same shall not affect individual and company productivity: Provided, further, That any employer may request exemption from the above requirements from the DOLE on certain meritorious grounds.

### **Section 7. Work Discrimination**

No employer shall discriminate against any solo parent employee with respect to terms and conditions of employment on account of his/her status.

### **Section 8. Parental Leave**

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

### **Section 9. Educational Benefits**

The DECS, CHED and TESDA shall provide the following benefits and privileges

- (1) Scholarship programs for qualified solo parents and their children in institutions of basic, tertiary and technical/skills education; and
- (2) Nonformal education programs appropriate for solo parents and their children.

The DECS, CHED and TESDA shall promulgate rules and regulations for the proper implementation of this program.

### **Section 10. Housing Benefits**

Solo parents shall be given allocation in housing projects and shall be provided with liberal terms of payment on said government low-cost housing projects in accordance with housing law provisions prioritizing applicants below the poverty line as declared by the NEDA.

### **Section 11. Medical Assistance**

The DOH shall develop a comprehensive health care program for solo parents and their children. The program shall be implemented by the DOH through their retained hospitals and medical centers and the local government units (LGUs) through their provincial/district/city /municipal hospitals and rural health units (RHUs).

### **Section 12. Additional Powers and Functions of the DSWD**

The DSWD shall perform the following additional powers and functions relative to the welfare of solo parents and their families:

- (a) Conduct research necessary to:
  - (1) develop a new body of knowledge on solo parents;
  - (2) define executive and legislative measures needed to promote and protect the interest of solo parents and their children; and
  - (3) assess the effectiveness of programs designed for disadvantaged solo parents and their children;
- (b) Coordinate the activities of various governmental and nongovernmental organizations engaged in promoting and protecting the interests of solo parents and their children; and
- (c) Monitor the implementation of the provisions of this Act and suggest mechanisms by which such provisions are effectively implemented.

### **Section 13. Implementing Rules and Regulations**

An interagency committee headed by the DSWD, in coordination with the DOH, DECS,

CHED, TESDA, DOLE, NHA, and DILG is hereby established which shall formulate, within ninety (90) days upon the effectivity of this Act, the implementing rules and regulations in consultation with the local government units, non-government organizations and people's organizations.

**Section 14. Appropriations**

The amount necessary to carry out the provisions of this Act shall be included in the budget of concerned government agencies in the General Appropriations Act of the year following its enactment into law and thereafter.

**Section 15. Repealing Clause**

All laws, decrees, executive orders, administrative orders or parts thereof inconsistent with the provisions of this Act are hereby repealed, amended or modified accordingly.

**Section 16. Separability Clause.** - If any provision of this Act is held invalid or unconstitutional, other provisions not affected thereby shall continue to be in full force and effect.

**Section 17. Effectivity Clause.** - This Act shall take effect fifteen (15) days following its complete publication in the Official Gazette or in at least two (2) newspaper of general circulation.

Approved November 7, 2000.

## APPENDIX C

### GUIDELINES FOR OPTIONAL RETIREMENT

Early Retirement is a provision which allows a full-time co-worker to retire before the institution's normal retirement age (age 60). A full-time co-worker may, with the consent of the Employer, retire at an early retirement date provided that he has completed at least 10 years of continuous service and is at least fifty years of age at his retirement date.

Procedure for the application for Optional Retirement

#### A. FOR FACULTY

	<b>Provision</b>	<b>Reference</b>
Application Period for Optional Retirement	The application for the Optional Retirement is from December 1 to January 10. All applications can no longer be withdrawn after January 10.	Retirement Board recommendation approved by the Brother President on March 22, 2013.
Effective Date of Optional Retirement	A faculty applying for Optional Retirement should finish his/her service until the end of the school year. The retirement date, therefore, will be May 16 wherein the faculty concerned will still be able to avail of the Faculty Summer Vacation with Pay.	Retirement Board recommendation approved by the Brother President on May 31, 2013.

#### B. For NON-TEACHING (NANT & ANT) & ASF:

The application for Optional Retirement should be submitted three (3) months before the intended actual date of retirement.

#### PROCEDURE FOR THE APPLICATION FOR OPTIONAL RETIREMENT:

1. Application letter should be addressed to the Retirement Board Chair duly noted and endorsed by the Immediate Superiors.
2. All applications are subject for deliberation and recommendation of the Retirement Board for the final approval of the Brother President.
3. Notice will be served to the employee upon the approval/disapproval of the application.

Computation of Optional Retirement Benefit:

If a full-time co-worker opts to avail of the optional retirement plan, he shall be entitled to a certain percentage of the retirement benefit computed in accordance with the length of service to the institution. The following scheme for retiring co-workers will be implemented:

Completed years of continuous service	Percentage payable
Less than 10 years	0%
10 but less than 15 years	40 %
15 but less than 20 years	60 %
20 but less than 25 years	80 %
25 years or over	100 %

For faculty, the computation of the retirement benefit will be until May 15 while for the non teaching the computation will be pro-rate based on the actual date. *(an excerpt from the minutes of the Retirement Board Meeting on May 10, 2013)*

In exceptional cases, a co-worker who is below fifty (50) years of age and has completed 10 years of service may apply for Optional Retirement subject for the approval of the Retirement Board. The amount to be received will not be tax exempt.

Note: Tax exemption for optional retirement (50 years of age and at least 10 years of service) requires that a provision for early retirement should be included in the existing retirement plan and this revised plan should be submitted to the BIR with an attached actuarial report

## APPENDIX D

### Policy on Salary Advance and Emergency Loan

#### SALARY ADVANCE

1. Co-worker may continue to request salary advances, however, each co-worker may request for a salary advance ONLY ONCE WITHIN A CALENDAR QUARTER (January 1-March 31; April 1 - June 30; July 1 – September 30; October 1 – December 31) and at least 30 days after the last approved salary advance.
2. Pre-numbered application forms can only be secured from HRD for monitoring purposes.

#### EMERGENCY LOAN

1. Co-workers shall be allowed to avail of the Emergency Loan only on cases related to health, hospitalization, education, or death of a co-worker or his/her immediate family (spouse and children for married co-workers, siblings and parents for single co-workers).
2. Any of the following documents must be presented when applying for Emergency Loan:

##### For Health/Sickness/Medication

- a. medical certificate
- b. prescription

##### Hospitalization

- a. partial billing statement
- b. medical certificate

##### For Education

- a. assessment form
- b. billing statement

##### Death

- a. death certificate
- b. certification from the division head

## APPENDIX E

### DE LA SALLE LIPA RETIREMENT PLAN (RULES AND REGULATIONS) (AS AMENDED, EFFECTIVE SY 2008-2009)

#### ARTICLE 1

##### NAME, PURPOSE AND EFFECTIVE DATE

###### Section 1. NAME

The name of this Plan shall be the DE LA SALLE LIPA RETIREMENT PLAN.

###### Section 2. PURPOSE

This plan shall establish the DE LA SALLE LIPA RETIREMENT TRUST FUND that will provide retirement, death, disability, and severance benefits for all eligible employees of the School subject to the conditions and limitations stated herein.

###### Section 3. DATE AND EFFECTIVITY

The Plan shall be in effect on June 1, 2002.

#### ARTICLE II

##### DEFINITION OF TERMS

###### Section 1. DEFINITIONS

The following words or phrases used in the Plan shall be defined as follows:

- a.) "School" shall mean the DE LA SALLE LIPA
- b.) "Plan" shall mean the Retirement Plan adopted herein together with any amendments duly adopted by the School.
- c.) "Fund" shall mean the Retirement Trust Fund established under this Plan, and shall mean generally the School's contributions together with all income, gains and other additions thereto, less any losses, expenses, and benefit payments wherefrom.
- d.) "Trustee or Trustees" shall mean the person, or persons appointed by the School responsible for the assets of the fund and general administration of the Plan.
- e.) "Member" shall mean any regular faculty and staff employed by the School on a permanent basis and reflected in the payroll of the School and who has qualified for membership under Article III and whose membership has not been terminated.
- f.) "Salary" shall mean the basic monthly salary of the Member at the time of retirement, death or total disability.  
"One half Month Salary" is based on the interpretation of RA 7641 and is equal to the sum of:
  - a. 15 days basic salary
  - b. the cash equivalent to 5 days service incentive leave and
  - c. 1/12 of the 13<sup>th</sup> month pay
- g.) "Credited Services" shall mean the continuous number of years and

- h.) completed months from hiring date of the employee to the date of retirement, death or total disability. Leaves of absence approved by the School with or without pay shall not constitute an interruption of service, except otherwise stipulated in the approval. Voluntary separation or resignation by the Member or termination for cause shall forfeit the years of service.
- i.) "Regular Employment Status" shall mean an employee who is under the regular payroll of the School on a full-time basis and is not considered a consultant, a casual, a contractual, on probation or project employee.
- j.) "Total and Permanent Disability" means inability to engage in any essential productive activity due to physical or mental impairment which can be the cause of death or to be of indefinite duration. The disability must be certified by a medical examination acceptable to the School.
- k.) "Beneficiary" shall mean the person or persons who shall receive the death benefit provided for herein. The nomination of beneficiaries shall be in accordance with Article VI Section 1.
- l.) "Actuarial Advisor" shall mean a person who is accredited with the Insurance Commission as an actuary or a consulting firm with an accredited actuary in its staff.

## **Section 2. GENDER**

The masculine pronoun shall include the feminine gender and the single number shall include the plural unless the context indicates otherwise.

## **ARTICLE III MEMBERSHIP**

### **Section 1. MEMBERSHIP**

Membership in the plan shall be automatic for all faculty and staff employed by the School who are considered having a Regular Employment Status. Membership in the Plan will commence retroactively on the first day of the month coincident with or next following his attainment of Regular Employment Status. Upon commencement of membership the School may require the Member to execute a pledge to the effect that he has read and is in conformity with his plan and that he shall abide by its provisions and with any amendments and supplementary rules thereto.

### **Section 2. TERMINATION**

The employee ceases to be a member of this Plan upon termination of employment with the School for any reason (including death) or upon payment of the full amount due to the Employee as provided herein.

### **Section 3. RE-EMPLOYMENT**

A Member whose membership in the Plan was terminated and who is subsequently re-employed by the School, upon re-admission to the plan and unless the School directs otherwise, be treated as a new Member to the first day of the month that he attains his Regular Employment Status, provided that Credited Service of such Member shall commence on the date of his re-employment.

#### **Section 4. LEAVE OF ABSENCE**

Membership in the Plan shall continue during any period in which a Member is on an approved leave of absence whether with or without pay and provided such leave without pay does not exceed one (1) year. The employee shall continue to be a Member during any period of absence due to sickness, accident, or any causes that resulting to termination of an employer-employee relationship, if the Member fails to return to work after an approved leave of absence, he loses his membership in the Plan as of the day he entered such leave of absence.

### **ARTICLE IV**

#### **The Fund**

##### **Section 1. NON-CONTRIBUTION PLAN**

No Member shall be required to make any contribution to the Fund.

##### **Section 2. FUNDING**

The funding of the Plan shall be determined by the Actuarial Advisor and payment of the benefits hereunder shall be provided for through the medium of the Fund held by a Trustee under an appropriate Trust Agreement. The contributions to the Fund so created together with gains and losses realized and unrealized plus contributed accrued liabilities, if any, shall constitute the Fund.

##### **Section 3. VALUATION**

The contributions to the Fund be actuarially determined at least once every two or three years.

##### **Section 4. MANNER OF PAYMENT**

Payment of benefit shall be given to the Member or nominated beneficiary in full amount within six (6) months after the separation or retirement date.

##### **Section 5. NON-DIVERSION OF FUNDS**

All contributions made to the Fund shall be held solely and exclusively for the benefit of the Members or their beneficiaries and no part of the said Fund shall be used for, or diverted to, purpose other than for the exclusive benefit of the members or their beneficiaries.

##### **Section 6. QUIT CLAIM**

Receipt of any benefit by any Member of the Plan or his Beneficiary/Beneficiaries shall be deemed a final settlement of any and all claims that the Member may have under the Plan. The Member shall hereby waive, quitclaim and release the School and the plan from any and all claims, actions and liabilities arising from this Plan.

##### **Section 7. UNCLAIMED BENEFITS**

Any amount payable to a former Member or his beneficiary, which for any reason is not claimed by such a Member or beneficiary within a period of one (1) year from the date such amount becomes payable shall be retained in the Plan and shall after such period be used to reduce subsequent contributions of the School.

**ARTICLE V.**

**RETIREMENT DATE AND BENEFITS**

**Section 1. NORMAL RETIREMENT**

The Normal Retirement Date of a member shall be the first day of the month coincident with his attainment of age sixty (60) provided he has served the school for at least five (5) years of Credited Service. Employment shall not continue beyond the Normal Retirement Date unless extended by the School's administration.

Prior (at least 1 year before the retirement date) to a co-workers retirement date (the co-worker reaches the age of 60) which falls within the school year, he/she should advise the Retirement Board thru the HRD of his/her intention to continue serving the institution until March 31. This should be recommended by the immediate superior and Division Head (President/Chancellor/Vice Chancellor) to be approved by the Retirement Board.

If the co-worker's retirement date when he/she reaches age 60 falls from April 1 – May 31 his/her retirement date shall also be on the exact date of his/her 60<sup>th</sup> birthday.

**Section 2. OPTIONAL RETIREMENT**

With the consent of the School, a Member may elect to retire prior to his Normal Retirement Date provided he has completed at least ten (10) years of Credited Service. The Member's Early Retirement Benefit shall be a sum equal to a Percentage of Plan Salary for every year of Credited Service in accordance with the vesting schedule below:

Years of Service	Percentage
Less than 10 years	0%
10 but less than 15 years	40%
15 but less than 20 years	60%
20 but less than 25 years	80%
25 years and over	100%

Note that the retirement benefit of a Member who has rendered at least ten (10) years of Credited Service and is at least age fifty (50) shall be tax exempt in accordance with Republic Act No. 4917.

**Section 3. NORMAL RETIREMENT BENEFIT**

Upon retirement, whether for normal or late retirement, a Member shall be entitled to receive the minimum retirement benefit under Republic Act 7641 which is an amount equal to One-half (1/2) Month Salary for every year of Credited Service.

Note that the retirement benefit of a Member who has rendered at least ten (10) years of Credited Service and at least age fifty (50) shall be tax exempt in accordance with Republic Act No. 4917.

**Section 4. DEATH BENEFIT**

In the event of death of a Member, his designated beneficiaries shall receive a death benefit equivalent to One-half Month Salary for every year of Credited Service.

**Section 5. DISABILITY BENEFIT**

Any Member who is separated from service on account of total and permanent disability shall be eligible for a disability benefit equivalent to One-half Month Salary for every year of Credited Service. The disability of such Member shall be certified by a licensed medical practitioner appointed by the School.

**Section 6. DENIAL OF DEATH AND DISABILITY BENEFIT**

Should the cause of death or disability of the Member be due to self-inflicted injuries, suicide or any criminal act attributable to him, the School reserves the right to deny any payment of benefit under the Plan to the Member or his beneficiaries.

**Section 7. SEPARATION BENEFIT**

A Member who is involuntarily separated by the School due to a retrenchment program or redundancy or for causes not due to his own fault, misconduct, or material neglect shall be entitled to a benefit determined in accordance with the Termination Pay provision under the Labor Code or similar legislation on involuntary termination or if applicable, the amount of retirement benefits due to him hereunder, whichever is greater but shall not be entitled to all or any combination of all.

**Section 8. DISMISSAL FOR CAUSE**

A Member who is dismissed by the School for cause shall not be entitled to any benefit under the Plan.

**Section 9. FORFEITURES**

The portion of the amount standing to the credit of a separated Member which is not paid to him by virtue of the limitations specified in this Plan shall be retained in the Fund and shall be used to reduce future contributions of the School.

**ARTICLE VI  
BENEFICIARIES**

**Section 1. NOMINATION**

A Member shall, upon joining the Plan, nominate in writing in a form prescribed by the School, a person or persons who will receive the amount which may be due him in case of his death from among the following in the order specified:

1. Legitimate spouse and children
2. Parents
3. In the absence of the above, any other person, entity or his state. The nomination shall be made in accordance in his existing laws.

Every nomination shall remain in force until the Member's death until revoked or amended by the Member in writing and submitted to the School.

In the event of death of a designated beneficiary, the Member shall nominate another person.

If for any reason, the Member at the time of his death, it is presumed that the beneficiary/beneficiaries shall be the following in the order prescribed:

1. Legitimate spouse
2. Legitimate children
3. Parents, and;
4. Legitimate brothers and sisters of full blood

## **Section 2. PAYMENT TO BENEFICIARY OR BENEFICIARIES**

The amount representing the credit to the Member at the time of death shall be made payable to the beneficiary/beneficiaries named by the deceased Member in the nomination on file with the School or his presumed beneficiaries as provided above.

If the Member is declared incompetent due to disability, payment to his legal guardian shall be deemed as if made to the Member himself and shall discharge the Plan from the liability to the extent of the amount paid.

Should there be any legal reason for deferment of payment to beneficiaries, the School shall not be liable for any interest on the amount of the benefit during the period that payment was deferred.

## **ARTICLE VII**

### **ADMINISTRATION**

#### **Section 1. THE PLAN**

The Plan shall be administered by a Trustee appointed by the School who shall be responsible for the general administration of the Plan and the management of the Fund. The School may create a Retirement Committee which will coordinate with the Trustee in the implementation of this Plan. The Trustee may seek the advice of a counsel and may appoint an investment manager or managers to manage the Fund, an independent accountant to audit the Fund. Fees and expenses incurred in the investing and accounting and/or actuarial audit, amendment and other services for the Plan may be charged to the Fund.

#### **Section 2. TRUST AGREEMENT**

The powers, authorities and discretion necessary or expedient for the Trustee to perform his/their duties shall be expressed in the Trust Agreement executed by the School and the duly appointed person(s) or entity.

#### **Section 3. RETIREMENT COMMITTEE**

The duties of the retirement committee shall consist of the following functions solely as they relate to the Plan:

1. Implement the rules and procedures set forth in this Plan in filling applications for benefits, for furnishing proofs necessary to establish the Member's qualification, age and continuous service.
2. Recommend to the Trustee the appropriate payment of the amount due to the Member in accordance with the provisions of the Plan less accountabilities to the School, if any.
3. Interpret together with the Trustee with the meaning, coverage, interpretation and application of the provisions of the Plan.

## **ARTICLE VIII**

### **AMENDMENT AND TERMINATION OF THE PLAN**

#### **Section 1. AMENDMENT**

The School may amend or modify this Plan any time. Any amendment should conform with Republic Acts Nos. 4917 and 7641 and their implementing regulations. Said amendments shall be immediately communicated to the trustee and the members of the Plan.

#### **Section 2. TERMINATION BY LIQUIDATION**

The School reserves the right, at any time on account of business necessity, to terminate, withdraw, amend, or modify the Plan in whole or in part, at the discretion of the School. In the event of the termination of the Plan, the liability of the School to make contributions shall cease, and the assets of the Fund shall be allocated, subject to provisions for expenses of administration or liquidation.

The trustee shall pay all debts and obligations of the Fund and settle or dispose of any claims then outstanding against the Fund, and thereafter allocate the property remaining in the Fund to the employees or their beneficiaries, as follows:

- a. A sum in full or pro-rata to provide for the payment to members who are eligible for normal and late retirement, or for death and disability benefits, but who have not received their benefit payments by the date of termination of the plan.
- b. If any amount remains after (a) above, a sum, in full or pro-rata, to provide for the payment of benefits to employees who are eligible for early retirement, if applicable, by the date of termination of the Plan.
- c. If any amount remains after (b) above, a sum, in full or pro-rata, to provide for the payment of benefits to employees who remain and who may have contingent benefit interest as the Trustee/Retirement Committee may determine on the termination of the Plan.
- d. Any amount remaining on the Fund after making the above allocations and after paying all liabilities shall revert to the School.

#### **Section 3. TERMINATION BY TRANSFER**

In the event the School terminates the Plan by transferring it to any other Fund which is similar, in the opinion of the Trustee, to the purpose and terms of this Plan, each Member shall be entitled to the same benefits as they have in this Plan had the Plan not been terminated.

**ARTICLE IX  
EFFECT OF LEGISLATION**

**Section 1. SOCIAL SECURITY SYSTEM AND WORKMEN'S COMPENSATION**

Except as otherwise provided, whatever benefits may be due the Member on account of Social Security Law shall not be deducted from the benefits under Plan.

**Section 2. DUPLICATION OF BENEFITS**

In the event existing or future laws, including the Collective Bargaining Agreement, require the School to pay similar or analogous benefits to those already herein provided, the Member concerned shall not be entitled to receive both what the law, legislation or CBA requires the School to give but shall be entitled only to whichever benefit is the greater among them; or, the School may exercise the right to reduce its current contributions or benefits under this Plan by the amount of any payments required by the subsequent legislation or CBA in accordance with the regulations promulgated by the School..

**ARTICLE X.  
MISCELLANEOUS PROVISIONS**

**Section 1. IRREVOCABILITY**

The school shall have no right, or interest in the contributions made by them to the Trust and no part of the Fund shall revert to the School except after the satisfaction of all liabilities of the Plan; however, such contributions as may have been made by the School as a result of overpayment may revert to the School.

**Section 2. NON-TRANSFERABILITY OF RIGHTS**

No benefit payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or change; and any action by way of anticipating, alienating, selling, transferring, assigning, pledging, encumbering, changing the same shall be void and of no effect.

**Section 3. LIEN OF THE SCHOOL**

The school shall have the first lien upon the amount standing to the credit of its employee-member to cover all liabilities of the Member to the School. Said amount of liability shall be deducted by the Trustee from the benefit payment to the Member and shall be remitted to the School.

**Section 4. WAIVER OF CLAIMS**

Any benefit received by the Member from the Plan shall be deemed a final settlement of any and all claims that the Member has pursuant to this Plan. Therefore, the Member hereby releases the School and the plan from any and liabilities arising from this Plan.

**Section 5. EMPLOYMENT**

The establishment of the Plan shall not be construed as conferring any right upon any Member or any person to a continuation of employment.

- 
- Proposed to the BOT on March 12, 2008 and ratified by the DLSL BOT on June 16, 2008

## **IMPLEMENTING RULES AND REGULATIONS FOR ARTICLE V OF THE DE LA SALLE LIPA RETIREMENT PLAN**

The following procedure will be observed in the implementation of the provisions for the Normal Retirement. All requests and applications shall be for final approval of the President.

The retirement board was created by the De La Salle Lipa Board of Trustees to implement the Retirement Plan of DLSL and to approve recommendations pertaining to matters related to retirement.

### **SECTION 1. NORMAL RETIREMENT**

Procedure on retirement and extension of service will be as follows:

- a. The HRD will notify the concerned co-worker one year before their retirement date regarding the effective date of their retirement and requirements. The co-worker should advise the Retirement Board (through a letter duly noted by the immediate superior) of his/her intent to continue with his/her employment after his/her retirement due date which continuance shall not be longer than March 31 of the covered school year of his/her retirement date. This will apply to co-workers whose birthday falls from June to March of the applicable school year of his/her retirement. If the birthday falls in April and May, application for extension is no longer necessary since the retirement date will be on the exact date of their 60<sup>th</sup> birthday.
- b. The Immediate Superior will submit a written recommendation on the extension of service of the concerned co-worker.
- c. The Retirement Board will request the Institutional Health Services to provide information regarding the health status of the concerned co-worker duly noted by the school physician.
- d. Retirement Committee will deliberate on the request and submit recommendation to the Brother President for approval.
- e. The co-worker will be notified of the approval/disapproval of the request.

**APPENDIX F**  
**SPECIAL LEAVE FOR WOMEN**  
**(Magna Carta for Women)**  
**Department Order No. 112, Series of 2011**

**Section 1 - Definition of Terms:**

a. "Special leave benefit for women" means a female employee's leave entitlement of two (2) months with full pay from her employer based on her gross monthly compensation following surgery caused by gynecological disorders, provided that she has rendered continuous aggregate employment service of at least six (6) months for the last 12 months.

b. "Gynecological disorders" refer to disorders that would require surgical procedures such as, but not limited to, dilatation and curettage and those involving female reproductive organs such as the vagina, cervix, uterus, fallopian tubes, ovaries, breast, adnexa and pelvic floor, as certified by a competent physician. For purposes of the Act and the Rules and Regulations of this Act, gynecological surgeries shall also include hysterectomy, ovariectomy, and mastectomy.

c. "Gross monthly compensation" means the monthly basic pay plus mandatory allowances fixed by the regional wage boards.

d. "Two months" means sixty calendar days pursuant to Article 13 of the New Civil Code.

e. "At least six months continuous aggregate employment service for the last twelve months prior to surgery" means that the woman employee should have been with the company for twelve months, prior to surgery. An aggregate service of at least six months within the said 12-month period is sufficient to entitle her to avail of the special leave benefit (SLB).

f. "Employment service" includes absences with pay such as use of other mandated leaves, company granted leaves and maternity leave.

g. "Competent physician" means a medical doctor preferably specializing in gynecological disorders or is in the position to determine the period of recuperation of the woman employee.

**Section 2 – Conditions to entitlement of special leave benefits**

Any female employee, regardless of age and civil status, shall be entitled to a special leave, provided she has complied with the following conditions:

- a. She has rendered at least six (6) months continuous aggregate employment service for the last twelve (12) months prior to surgery;
- b. She has filed an application for special leave in accordance with Section 3 hereof;
- c. She has undergone surgery due to gynecological disorders as certified by a competent physician.

**Section 3 – Application for special leave**

The employee shall file her application for leave with her employer within a reasonable period of time from the expected date of surgery, or within such period as may be provided by company rules and regulations or by collective bargaining agreement.

Prior application for leave shall not be necessary in cases requiring emergency

26

surgical procedure, provided that the employer shall be notified verbally or in written form within a reasonable period of time and provided further that after the surgery or appropriate recuperating period, the female employee shall immediately file her application using the prescribed form.

#### **Section 4 – The special leave benefit**

The two (2) months special leave is the maximum period of leave with pay that a woman employee may avail of under RA 9710.

For purposes of determining the period of leave with pay that will be allowed to a woman employee, the certification of a competent physician as to the required period of recuperation shall be controlling.

#### **Section 5 – Availment**

The special leave shall be granted to the qualified employee after she has undergone surgery.

#### **Section 6 – Frequency of availment**

A woman employee can avail of the special leave benefit for every instance of surgery due to gynecological disorder for a maximum total period of two (2) months per year.

#### **Section 7 – Special leave benefit vis-à-vis SSS sickness benefit**

The special leave benefit is different from the SSS sickness benefit. The former is granted by the employer in accordance with RA 9710, as implemented under this Rules.

It is granted to a woman employee who has undergone surgery due to gynecological disorder. The SSS sickness benefit, on the other hand, is administered and given by the SSS in accordance with the SSS law or RA1161 as amended by RA 8282.

#### **Section 8 – Special leave benefit vis-à-vis existing statutory leaves**

The special leave benefit cannot be taken from existing statutory leaves. (i.e. 5-day Service Incentive Leave, Leave for victims of VAWC, Parental Leave for Solo Parents). The grant of the special leave benefit under the law is in recognition of the fact that patients with gynecological disorder needing surgery require a longer period for recovery. The benefit is considered an addition to the leave benefits granted under existing laws and should be added on top of said statutory leave entitlements.

If the special leave benefit has already been exhausted, the company leave and other mandated leave benefits may be availed of by the woman employee.

#### **Section 9 – Special leave benefit vis-à-vis maternity leave benefit**

Where the woman employee had undergone surgery due to gynecological disorder during her maternity leave, she is entitled only to the difference between the SLB and maternity leave benefit.

### **Section 10 – Crediting of existing or similar benefits**

If there are existing or similar benefits under a company policy, practice or collective bargaining agreement (CBA) providing similar or equal benefits to what is

27

mandated by law, the same shall be considered as compliance, unless the company policy, practice or CBA provides otherwise.

In the event that company policy, practice or CBA provides lesser benefits, the company shall grant the difference.

More liberal existing or similar benefits cannot be withdrawn or reduced by reason of the mandate of RA9710.

The term “similar or equal benefits” refers to leave benefits which are of the same nature and purpose as that of the SLB.

### **Section 11 – Mode of payment**

The special leave benefit is a leave privilege. The woman employee shall not report for work for the duration of the leave but she will still receive her salary covering said period. The employer, in its discretion, may allow said employee to receive her pay for the period covered by the approved leave before or during the surgery. The computation of her “pay” shall be based on her prevailing salary at the time of the surgery.

### **Section 12 – Non-commutation of the benefit**

The special leave shall be non-cumulative and non-convertible to cash unless otherwise provided by a collective bargaining agreement (CBA).

### **Section 13 – Retroactive application**

The woman employee whose leave period for surgery and recuperation due to gynecological disorders after the effectivity of the Magna Carta of Women (RA No. 9710) on 15 September 2009 and before the promulgation of its guidelines (DO 112-11) on April 6, 2011, was deducted against her sick or vacation leave credits shall be entitled to the restoration of said leave credits and/or payment of appropriate compensation or salary at the time of surgery as the case may be.

### **Section 14 – Monitoring of compliance**

The DOLE-Regional Office shall be responsible for monitoring compliance as provided herein and related rules and issuances. It shall submit a separate quarterly monitoring report to the Bureau of Working Conditions (BWC), copy furnished the Tripartite Industrial Peace Council (TIPC), for purposes of evaluation.

### **Repealing Clause**

All rules, regulations, circulars and administrative orders inconsistent herewith are repealed or modified accordingly.

### **Effectivity**

This Guideline shall take effect fifteen (15) days after its publication in a newspaper of general circulation.

References:

Handbook on Worker's Statutory Monetary Benefits 2012 edition  
SSS Handbook