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## THE RULES OF PROCEDURE OF THE SINGLE ENTRY APPROACH (SEnA)

Pursuant to the provisions of Department Order No. 107, series of 2010, the following SEnA Rules of Procedure is hereby adopted:

### RULE I CONSTRUCTION AND DEFINITION OF TERMS

**SECTION 1. CONSTRUCTION.** - This Rules shall be construed in a manner that shall result in a just, expeditious and inexpensive settlement of labor disputes through conciliation-mediation.

**SECTION 2. DEFINITION OF TERMS.** - For purposes of this Rules, the following terms are defined as follows:

- a) "**Conciliation-Mediation**" refers to the process of dispute management conducted by the SEADO, in accordance with this Rules, to facilitate an amicable settlement of labor disputes.
- b) "**Labor Dispute**" refers to all issues or conflicts that are covered by this Rules.
- c) "**Referral**" refers to the indorsement of unsettled issues through a document issued by the SEAD referring the unresolved issue/s to appropriate DOLE Office or Agency that has jurisdiction over the dispute. It contains the names and addresses of the parties, the stipulated and admitted facts, summary of unresolved issues, causes of action and the relief sought without prejudice to amendments on the complaint by the parties before the Office or Agency having jurisdiction over the dispute.
- d) "**Request for Assistance (RFA)**" refers to the request for the conduct of conciliation-mediation under SEnA to assist the parties to arrive at a settlement agreement.
- e) "**Requesting Party**" refers to an employee, group of employees, employer or union who files an RFA.

- f) **"Responding Party"** refers to an employee, group of employees, employer or union requested to appear for conciliation-mediation under SEnA.
- g) **"Single Entry Approach or SEnA"** refers to an administrative approach to provide a speedy, impartial, inexpensive and accessible settlement procedure of all labor issues or conflicts to prevent them from ripening into full blown disputes. Conciliation-mediation process shall be utilized as immediate intervention to effect amicable settlement among the differing parties.
- h) **"Single Entry Assistance Desk or SEAD"** refers to the desk/unit in the DOLE Central/Regional/Provincial/Field Offices and Attached Agencies providing conciliation-mediation services or assistance under SEnA.
- i) **"Single Entry Assistance Desk Officer (SEADO) or Desk Officer"** refers to a person designated to provide assessment, evaluation, counseling and conciliation-mediation services before the filing of any labor complaint or dispute.
- j) **"30-day mandatory conciliation-mediation period"** refers to the 30 calendar days maximum period within which to conduct the mandatory conciliation-mediation proceedings, and to refer the issue to the appropriate agency if unsettled.

**SECTION 3. COVERAGE.** – As far as practicable, this Rules shall be applicable to the following:

- a) Termination or suspension of employment issues;
- b) Claims for any sum of money, regardless of amount;
- c) Intra-union and inter-union issues except petition for certification election, after exhaustion of administrative remedies;
- d) Unfair Labor Practice;
- e) Closures, retrenchments, redundancies, temporary lay-offs;
- f) OFW cases;
- g) Occupational safety and health standards issues except those involving imminent danger situation;
- h) Issues arising from other labor and related issuances (OLRI)
- i) Any other claims arising from employer-employee relationship; and
- j) Cases falling under the administrative and quasi-judicial jurisdiction of all DOLE offices and attached agencies, including NLRC, except:

1. Notices of strikes or lockouts, or preventive mediation cases which shall remain with the National Conciliation and Mediation Board (NCMB); and
2. Issues arising from the interpretation or implementation of the collective bargaining agreement and those arising from interpretation or enforcement of company personnel policies which should be processed through the Grievance Machinery and voluntary arbitration.
3. Issues involving violations of the following permits, licenses or registrations:
  - i. Alien Employment Permit (AEP);
  - ii. PRPA authority or license;
  - iii. Working child permit (WCP) and violations of Republic Act No.9231 (Anti-Child Labor Law);
  - iv. Registration under Department Order No. 18-02;
  - v. POEA issued licenses under the Migrant Workers' Act, as amended;
  - vi. Professional license issued by the PRC;
  - vii. TESDA accreditations; and
  - viii. Other similar permits, licenses or registrations issued by the DOLE or its attached agencies.

## **RULE II REQUEST FOR ASSISTANCE (RFA)**

**SECTION 1. WHERE TO FILE.** - The request for assistance shall be filed at any SEAD or unit in the region/provincial/district/field office where the employer principally operates.

In case of a union or federation representing a local chapter, the request shall be made at the regional/provincial/district/field office where the union or local chapter is registered.

Where two or more RFAs involving the same responding party are filed before different SEADs within the same region, the requests shall be endorsed to the SEAD where the employer principally operates or where the union/local chapter is registered, as the case may be.

If the request for assistance is filed with the SEAD most convenient to the requesting party but outside the region where the employer principally operates, the SEADO may entertain the same and proceed with the conciliation-mediation

provided the same is not objected to by the employer. In case of objection, the SEADO shall immediately refer the request to the appropriate agency.

**SECTION 2. EVALUATION, RECEIPT, DOCKETING OF RFA AND INITIAL CONFERENCE.** – a) Any employee or group of employees, employer or union who comes for assistance shall be interviewed for evaluation purposes and shall be advised of the objectives and procedures of the SEnA Program.

b) After the interview, the employee or group of employees, employer or union who comes for assistance may accomplish the required RFA Form with SEADO assistance. The SEADO shall make an entry thereof in the SEnA Logbook indicating the following:

- i. reference number;
- ii. date of filing;
- iii. names and addresses of requesting and responding parties;
- iv. pendency of similar or related cases;
- v. nature and subject of the grievance/request; and
- vi. disposition.

c) After which, the SEADO shall assign a docket number using the following format: SEAD (Name Regional Office)-(Province/Field/District Office)-(No. of Request under the Region)-(Month) - (Year).

Ex. SEAD ROIVA-LAG-01-12-07, SEAD ROIVA-NLRC-RAB-01-10-10

d) The SEADO assigned to handle the RFA shall immediately schedule the initial conference.

**SECTION 3. NOTICE OF CONFERENCE.** – Using the SEnA Notice Form, the SEADO may utilize any of the following modes of service of notice:

- a) personal;
- b) registered mail;
- c) electronic mail;
- d) courier;
- e) facsimile; or
- f) any other fast, economical and effective mode of notifying the parties taking into consideration the prevailing circumstances within the SEADO's area of responsibility.

**SECTION 4. COMPLAINT/REQUEST FOR ASSISTANCE THROUGH LETTER.** – Where a complaint/request for assistance is accounted through a letter, e-mail or referral, the Head of Office shall respond by explaining the procedures of

the SENA Program and require the personal appearance of the complainant to the SEAD pursuant to the provision of Section 1, Rule II.

**SECTION 5. ANONYMOUS COMPLAINT/REQUEST.** - In case of anonymous complaint/request for assistance, the SEADO shall verify the same by requesting an interview with the responding party to facilitate compliance or correction if there are violations.

Refusal or non-appearance of the responding party on the scheduled interview would automatically result to a directive by the Head of Office to conduct of inspection in the establishment. Compliance or correction of violations uncovered during the inspection shall be facilitated through conciliation-mediation services.

### **RULE III THE SINGLE ENTRY APPROACH DESK OFFICERS (SEADO)**

**SECTION 1. DUTIES AND RESPONSIBILITIES.** – The SEADO shall exert best efforts to assist the parties arrive at a settlement. In facilitating the conciliation meeting, he/she shall:

- a) Clarify the issues and narrow down the disagreements;
- b) Validate the positions and the relief sought;
- c) Encourage parties to generate options and enter into stipulations;
- d) Offer proposals and options toward mutually acceptable solutions and voluntary settlement; and
- e) Facilitate the preparation of the settlement documents.

**SECTION 2. NORM AND CONDUCT.** – The SEADO must at all times conduct him/herself with utmost courtesy and in an upright manner whose first and primary duty is to implement the provisions of Department Order No. 107, Series of 2010, taking into consideration the following guiding principles:

- a) Provision of speedy, impartial, inexpensive and accessible settlement services; and
- b) Promotion of the use of conciliation-mediation as the primary mode in the settlement of all labor cases with only unresolved issues for referral to either voluntary arbitration, if both parties so agree, or compulsory arbitration to the National Labor Relations Commission (NLRC) or appropriate agency or office of the DOLE, as the case may be.

**RULE IV**  
**CONDUCT OF CONCILIATION-MEDIATION**

**SECTION 1. SCHEDULE OF CONFERENCES.** – a) The SEADO may hold as many conferences he/she deems necessary within the 30-day mandatory conciliation-mediation period to facilitate a settlement agreement.

b) The resetting of the scheduled conference shall only be allowed on meritorious grounds and if the other party concurred to the resetting. In such a case, the conference shall be held not later than three (3) days from the original scheduled conference, and

c) The 30-day period may be extended for only a maximum of seven (7) days when the parties mutually agree to such extension.

**SECTION 2. SENa GUIDING PRINCIPLES IN LABOR STANDARDS AND INTER-INTRA UNION CASES.** – Conciliation-mediation services by the SEADO in labor standards and inter-intra union cases shall observe the following guiding principles:

- a) In labor standards, including occupational safety and health standards issues, the conciliation-mediation services shall be towards facilitating an expeditious and non-litigious compliance by the responding party and ensuring the implementation of corrective measures on the identified violations in the establishment.
- b) In inter-intra union issues, the conciliation-mediation services shall be towards facilitating a settlement or an agreed expeditious process to resolve the issue/s. It should not in any way be made as an added layer to the periods set forth in Department Order No. 40, Series of 2003, as amended.

**SECTION 3. APPEARANCE OF PARTIES.** – a) The parties, as far as practicable, shall personally appear at all times.

b) Lawyers may be allowed to join the conference only to render advice to their clients.

c) Lawyers, agents or attorneys-in-fact may appear in behalf of any of the parties provided they could show a special power of attorney granting them authority to represent and enter into a binding agreement for their principal.

**SECTION 4. PRE-TERMINATION OF THE 30-DAY MANDATORY CONCILIATION-MEDIATION PROCEEDINGS.** – Any or both parties, within the 30-day period, may or cause to pre-terminate the proceedings by:

- a) verbal or written withdrawal by the requesting party;
- b) withdrawal due to disinterest caused by non-appearance of the requesting party in two (2) scheduled consecutive conferences despite due notice;
- c) request for Referral by the requesting party to the appropriate DOLE office or Agency which has jurisdiction over the dispute;
- d) non-appearance of the responding party in two (2) scheduled consecutive conferences despite due notice; or
- e) non-submission/resistance of the responding party to conciliation-mediation.

**SECTION 5. TERMINATION OF SENa PROCEEDINGS.** – Any of the following shall render the SENa proceedings closed and terminated:

- 1. Pre-termination of the 30-day mandatory conciliation-mediation proceedings as defined in Section 4 hereof;
- 2. Expiration of the 30-day mandatory period unless both parties mutually request for extension; or
- 3. Upon compliance with the settlement agreement as defined in the succeeding Section.

**SECTION 6. COMPLIANCE WITH SETTLEMENT AGREEMENT.** – Upon full compliance of the settlement agreement, the SENa proceeding is automatically terminated.

Any of the party may submit a written report of non-compliance by the other within two (2) weeks from the date of agreement or agreed period of compliance. The absence of the same shall render the settlement agreement deemed duly complied with absent of proof to the contrary.

**SECTION 7. ISSUANCE OF REFERRAL.** – The Referral shall be issued without delay on the date of the termination of the conciliation-mediation services to the party who filed the RFA. The Referral shall be submitted to the appropriate DOLE office or agency named therein, or to voluntary arbitration, if both parties so

agree to submit their unresolved issues, as compliance to the 30-day mandatory conciliation-mediation process.

The issuance of the Referral shall be *motu proprio* on the part of the SEADO in the following circumstances:

- a) Expiration of the 30-day mandatory conciliation-mediation period, unless there is a request for extension;
- b) Failure of the parties to reach an agreement within the 30-day mandatory conciliation-mediation period; or
- c) Failure of the requesting party to appear in two (2) scheduled consecutive conferences despite due notice.

However, in case of pre-termination of the proceedings, the issuance of the Referral shall be upon the request of any or both parties.

Delay in the issuance of the Referral by the SEADO shall be dealt with accordingly as an administrative offense.

**SECTION 8. CONTENTS OF REFERRAL.** – The Referral must contain the names and addresses of the parties, summary of unresolved issues, causes of action and the relief sought without prejudice to amendments on the complaint by the parties before the Office or Agency having jurisdiction over the dispute. For voluntary arbitration, the Referral should specify the issues to be arbitrated.

**SECTION 9. CONFIDENTIALITY OF PROCEEDINGS; MINUTES.** – a) Information and statements given in confidence at the conciliation-mediation proceedings shall be treated as privileged communication and shall not be used as evidence in any arbitration proceedings, except:

- 1) Stipulation of facts which form part of the settlement in accordance with Rule V hereof;
- 2) Facts which are of common knowledge; or
- 3) Waiver of confidentiality.

b) Any contents appearing in the minutes of the proceedings (SENA Minutes Form) or personal notes taken by the SEADO or the parties during the proceedings are subject to the limitations provided under paragraph (a).

c) Voice or video recorders or any electronic recording device shall be prohibited during the proceedings.



**RULE V  
SETTLEMENT OF DISPUTE**

**SECTION 1. SETTLEMENT AGREEMENT.** – a) In case of voluntary settlement, the SEADO shall reduce the agreement into writing using the SENA Settlement Form, indicating all stipulations agreed upon by the parties.

b) Where the settlement agreement involves monetary claims, the SEADO shall endeavor to facilitate the settlement in full and shall attach a duly accomplished waiver and quitclaim to the settlement agreement as proof of full compliance.

c) Where the payment of monetary claims is agreed to be in several installments or tranches, the waiver and quitclaim shall be executed only upon payment of the last installment.

d) In case of partial settlement, only those stipulations relating to issues settled shall be stated in the agreement while the unresolved issues shall be referred to appropriate DOLE Office or Agency.

e) The SEADO shall, as far as practicable, make use of the language or dialect understood by both parties.

f) The SEADO is duty bound to explain to the parties the contents of their settlement agreement before they sign the same. He/she shall also sign the settlement agreement in the parties' presence and attest the document to be the true and voluntary act of the parties.

**SECTION 2. EFFECT OF SETTLEMENT.** – Any settlement agreement reached by the parties before the SEADO shall be final and binding.

**SECTION 3. SETTLEMENT AGREEMENTS ON MONETARY CLAIMS.**  
– Where the parties entered into a compromise of monetary claims arising from violation of labor standards laws, the amount of the compromise shall be fair and reasonable, and not contrary to law, public morals and public policy.

The fairness/reasonableness of settlement agreements shall depend on the totality of the circumstances, the degree of voluntariness and credibility of the consideration.

The insistence of the requesting party to accept a given amount despite having knowledge of his/her rightful claims shall give rise to the presumption of absence of fraud, violence or coercion and his/her voluntariness to accept the settlement agreement.

The foregoing circumstances shall be fully disclosed in the settlement agreement.

**SECTION 4. MONITORING AND ENFORCEMENT OF THE SETTLEMENT AGREEMENT.** - The SEADO shall monitor the voluntary and faithful compliance with the settlement agreement by requiring the parties to submit, under oath, a written report of compliance or non-compliance within two (2) weeks from the date of agreement or agreed period of compliance. A copy of the settlement agreement shall be submitted to the appropriate office/agency having jurisdiction over the issue/s therein.

Where the settlement agreement or part thereof involves payment of monetary claims, the same shall be made in the SEAD and in the presence of the SEADO.

In case of report of "settlement for a show" or where the settlement amount is reported to have been retrieved or confiscated by the responding party, both parties shall be summoned by the Head of Office where the settlement was effected. The Head of Office shall verify the report and should there be prima facie proof that the settlement was for a show, the responding party shall be required to pay the requesting party the full settlement amount with legal interest reckoned from the date of the settlement.

**SECTION 5. RETALIATORY ACTION.** - Any retaliatory action/s against the requesting party by the responding party shall be strictly construed against the responding party.

**SECTION 6. NON-COMPLIANCE WITH SETTLEMENT AGREEMENT; EXECUTION.**- In case of non-compliance by the responding party, the requesting party has the option to disregard the settlement agreement and file the appropriate case before the appropriate forum, or enforce the terms of the agreement. In case of the latter, he/she shall request a Referral from the SEADO to the proper Regional Arbitration Branch (RAB) of the NLRC for enforcement of the agreement pursuant to Rule V, Sec. 1 (i) of the 2005 Revised NLRC Rules, as amended. The same shall be docketed by the RAB as an arbitration case for enforcement of settlement agreement.

Upon agreement of the parties, or when the cause of action is within the jurisdiction of the Office/Agency where the SEAD is lodged, the appropriate DOLE Office/Agency may execute the settlement agreement.

## **RULE VI MISCELLANEOUS PROVISIONS**

**SECTION 1. REGIONAL COORDINATING COUNCIL (RCC).** - The RCC, with tripartite participation, shall establish as many SEAD as it deems appropriate based on the number of SEADOs and volume of cases in the region.

At the regional level, it shall establish a SEAD at the Regional Arbitration Branch of the National Labor Relations Commission (NLRC), the Regional Branch of the National Conciliation and Mediation Board (NCMB) and the DOLE Regional Office, or at the regional offices of the Philippine Overseas Employment Administration (POEA) and Overseas Workers' Welfare Administration (OWWA).

At the provincial/district/field level, it shall establish one SEAD in every provincial/district/field offices of the DOLE.

**SECTION 2. DUTIES AND RESPONSIBILITIES OF THE REGIONAL DIRECTOR.** - The Regional Director, as head of the RCC, shall ensure the effective implementation of the SEnA in his/her region and accordingly, he/she shall:

- a) Evaluate the delivery of conciliation-mediation services by the RCC members;
- b) Regularly convene the RCC on SEnA matters with the participation of the tripartite partners;
- c) Formulate an RCC implementation plan of the SEnA with specific targets in terms of improvement of the regional performance; and
- d) Regularly submit a performance monitoring report of the RCC members.

**SECTION 3. REPORTING.** - The SEADOs shall report their accomplishments using a prescribed form and submit the same to the DOLE Regional Director as head of the RCC. The report shall, in turn, be consolidated and submitted to the Secretary of Labor and Employment through the Undersecretary for Labor Relations.

**SECTION 4. SEnA National Training Team.** - The Human Resource Development Services (HRDS) and the National Conciliation and Mediation Board (NCMB) shall form a National and Regional Training Teams to ensure that the training requirements for conciliation-mediation are delivered mobilizing all personnel who have completed the ILO conducted Trainors' Training on Conciliation-Mediation. The HRDS shall be the lead Office on training and shall submit a Coordinative Training Plan for Conciliation-Mediation to the Undersecretary for Labor Relations every Year-End and Planning Activity of the DOLE.

**SECTION 5. SUPPLEMENTARY APPLICATION OF DOLE NCMB RULES AND REGULATIONS ON CONCILIATION-MEDIATION.** – In the absence of any applicable provision in this Rules, and in order to carry out its objectives, the pertinent provisions of the DOLE NCMB rules on conciliation-mediation may, in the interest of expeditious settlement of disputes, and whenever practicable and convenient, be applied by analogy or in a suppletory character and effect.

**RULE VII  
EFFECTIVITY**

**SECTION 1. EFFECTIVITY.** – This Rules shall take effect immediately after publication in newspaper of general circulation.

City of Manila, Philippines, 25 February 2011.

  
**ROSALINDA DIMAPILIS-BALDOZ**  
Secretary