

STEM-focused education seen addressing work-skills mismatch

A SCIENCE, Technology, Engineering, and Mathematics (STEM) focus in the educational system is expected to help bridge the skills gap in the workforce, STEM advocates said on Thursday.

problems with technical skills," Kelli Lister-Wells, founder of educators group STEM Leadership Alliance, said at the 3rd Integrated STEM Leadership Summit in Mandaluyong City.

The Department of Labor and Employment (DoLE) has said that around 800,000 to 1 million skilled workers in engineering, architecture, and construction are needed to address the labor shortage this year.

ing job market, she added, citing a study on the Philippine workforce by the Makati Business Club. — John Victor D. Ordoñez



Managers with conflicting styles

In the newly hired chief executive officer (CEO) of a small enterprise, I assigned two department heads to carry out a joint project to improve our labor productivity. When I followed up on their progress, I was given many alibis that had nothing to do with the project until I talked to another department head who clued me in that the two managers are at odds over their contrasting styles — one is dictatorial while the other is democratic. The dictatorial manager is unpopular with his workers. How do I resolve this issue? — Blue Star.

IN THE WORKPLACE REY ELBO

ELBONOLCS: Any conflict helps people become mature or immature individuals.

ISSUES AND STYLES

There's not much you can do to change the styles of your two managers. While having a dictatorial style has its advantages in emergency situations, a democratic style is equally important and is most needed every day when you try to establish, maintain and nurture proactive communication.

In addition, get the results of the latest employee satisfaction survey, which can give you a holistic understanding of the effects of the two styles, looking for clues as to how styles influence workers in the process to leave their jobs. According to an article by Jessica Buono in Gallup (2019), "one in two employees have left a job to get away from a bad manager."

So, between a dictator manager and a democratic manager, who do you think is a clear suspect in this case?

Whose turnover rate is better? What were the results of the exit interviews of workers who resigned? That should give you a good idea on the impact of their management style on employee morale.

Chat your workplace issues with Rey Elbo on Facebook, LinkedIn or Twitter or e-mail elbonolcs@gmail.com or via https://reylbo.com



Global jobs growth will 'deteriorate significantly' this quarter

GENEVA — Global employment growth will "deteriorate significantly" this quarter, hit by the economic turmoil caused by the Ukraine war and by the impact of tighter monetary policy on consumption, the International Labour Organization (ILO) said.

BusinessWorld ONE-ON-ONE ONLINE INTERVIEW November 4, 2022 | Friday | 11:00 a.m.

Featuring Kanni Wignaraja Assistant Secretary-General, United Nations Regional Director, United Nations Development Programme In an interview with BUSINESSWORLD EDITOR-IN-CHIEF WILFREDO G. REYES Catch BusinessWorld's One-on-One Interview Series on BusinessWorld's and The Philippine Star's Facebook pages.

Republic of the Philippines ENERGY REGULATORY COMMISSION Pasig City PROMULGATED: October 12, 2022 ERIC CASE NO. 2022-072 RC POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT CORPORATION, Applicant. NOTICE OF VIRTUAL HEARING TO ALL INTERESTED PARTIES: Notice is hereby given that on 04 October 2022, Power Sector Assets and Liabilities Management Corporation (PSALM) filed an Application dated 26 August 2022, seeking the Commission's approval of its Contract for the Supply of Electric Energy (CSEE) with Pampanga II Electric Cooperative, Inc. (PELCO II), with prayer for the issuance of provisional authority. The pertinent allegations of the Application are heretofore as follows: 1. This is an Application for the approval of the terms and conditions of the Contract for the Supply of Electric Energy (CSEE) entered into by PSALM with Pampanga II Electric Cooperative, Inc. (PELCO II) pursuant to Section 67 of Republic Act No. 9136, otherwise known as the "Electric Power Industry Reform Act (EPIRA) of 2001" and Section 5, Article III of the Energy Regulatory Commission's ("ERC") Guidelines on the Contract for the Generation Component of the Distribution Utilities' Rate. 2. PSALM is a government-owned and controlled corporation created by the EPIRA, with principal office address at 24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City. 3. Section 67 of the EPIRA required the National Power Corporation ("NPC") to file before this Honorable Commission its Transition Supply Contracts ("TSCs") or CSEEs duly negotiated with the Distribution Utilities ("DUs") containing the terms and conditions of NPC's energy supply and the corresponding schedule of rates, including adjustments and/or indexation formulas. 4. Notably, Section 49 of the EPIRA created PSALM who took ownership of NPC's generation assets, liabilities, Independent Power Producer contracts, real estate, and all other disposable assets. Accordingly, NPC sent PSALM an Assignment Letter dated 11 May 2009. 5. In view of such assignment, PSALM is now party to the said CSEE and thus is the proper party to file the instant application. 6. In order to facilitate the approval of CSEEs, the ERC issued Resolution No. 08, Series of 2005 issued on 07 July 2005, which adopted a template for the CSEEs. Said template was later on amended by the ERC in its Resolution No. 15, Series of 2005 dated 09 August 2005. 7. In ERC Resolution No. 33, Series of 2006, entitled "Resolution Clarifying the Purpose of the Adoption of the TSC Template," the ERC clarified that the template should merely serve as a guide for the Distribution Utilities ("DUs") and NPC and should not be construed as the contract contemplated under Section 67 of the EPIRA. PSALM's Pending PELCO II CSEE and Letter of Agreement Applications with the ERC 8. On 30 September 2021, PSALM filed an application docketed as ERC Case No. 2021-080 RC for the approval of the duly executed and negotiated CSEE with PELCO II covering the period 26 May 2020 to 25 December 2020 and a Letter of Agreement (LOA) covering the period 26 December 2020 to 25 April 2021. 9. On 31 December 2021, PSALM filed an application docketed as ERC Case No. 2021-110 RC for the approval of the duly executed and negotiated LOAs with PELCO II covering the period 26 April 2021 to 25 July 2021 and 26 July 2021 to 25 October 2021. 10. These CSEE and LOA applications are pending resolution before this Honorable Commission. The PSALM-PELCO II CSEE subject of this Application 11. On 23 March 2022, the PSALM Board of Directors approved the execution of the PSALM-PELCO II CSEE. 12. The PSALM-PELCO II CSEE was executed based on the ERC-approved template under ERC Resolution No. 08, Series of 2005, as amended by ERC Resolution No. 15, Series of 2005. Likewise, the same CSEE incorporated the changes previously proposed by PSALM and approved by the DUs, which changes were contained in the CSEEs approved by this Honorable Commission in PSALM's Application in ERC Case Nos. 2018-054 RC, 2020-030 RC and PSALM's subsequent CSEE applications. 13. The notable revisions made to the PSALM-PELCO II CSEE from the abovementioned template are found in (i) Annex I of the said CSEE, which reflects the Contract Energy and the corresponding Equivalent Demand as well as the computation of the load factor; and (ii) amendment of Section 3.1 on Contract Duration. The PSALM-PELCO II CSEE is attached hereto as Annex "B". Salient Provisions of the PSALM-PELCO II CSEE 14. The Contract Duration of the PSALM-PELCO CSEE is from 26 March 2022 to 25 December 2022. 15. The PSALM-PELCO II CSEE has the following salient provisions: (i) SERVICE SPECIFICATIONS CONTRACT ENERGY 4.1 Contract Energy and Equivalent Demand as indicated in Annex I may be changed by PSALM due to a change in the projected available capacity of PSALM's power plants and at any time during the duration of the Contract due to the privatization of any of the assets of PSALM pursuant to the EPIRA. 4.1.1 CUSTOMER shall nominate month-ahead its hourly and daily energy quantity requirements three (3) days before the start of the next billing period based on its Daily Load Profile as reflected in Annex "a". On a day after transaction, the CUSTOMER shall confirm the schedule of hourly energy requirements to PSALM on the day ahead. PSALM shall declare to WESM the schedule of hourly energy requirements delivered to customers immediately on the day after. AVAILABILITY OF SUPPLY 4.2 PSALM shall supply the Contract Energy in accordance with good utility practice and in compliance with appropriate rules and regulations such as the Philippine Grid Code, and Open Access Transmission Service (OATS). Supply of energy shall be available except for interruption or reduction due to: (a) causes beyond the control of PSALM despite the exercise of due care, including but not limited to the conditions stated in Section 4.1 of this Contract; b) transmission failure; c) maintenance to ensure system stability and safety reasons as may be provided by laws, rules or regulation. In case of shortage in the generation capacity of PSALM, CUSTOMER shall be informed of the deficiency and allocation of the available supply of electricity to the CUSTOMER which shall be proportionate to the contracted energy and equivalent demand as provided for in this Contract. CONSUMPTION IN EXCESS OF CONTRACT ENERGY 4.3 Whenever available, in accordance with good utility practice, PSALM may, but shall not be obliged to provide electricity to CUSTOMER in excess of Contract Energy provided that CUSTOMER shall pay the appropriate charges as provided for in Section 6.1 of this Contract. ASSIGNABILITY 4.8 PSALM may assign or transfer part or all of its rights and obligations in the supply of Contract Energy herein stated, to any such entity, provided that prior written notice is given to CUSTOMER at least (90) days before the actual transfer. This Contract shall remain binding to Parties, their successors and assignees. PSALM warrants that the sale, assignments, transfer, or subcontracting of the Contract shall not affect or impair CUSTOMER's rights and obligations with respect to quantity and price of electricity, Contract efficiency, incentives, discounts and other terms and conditions of this Contract. The assignee shall, by written instrument, assume the rights and obligations of PSALM to CUSTOMER. When a CUSTOMER has been assigned by the PSALM to a Successor Generating Company (SGC) by virtue of the privatization of the PSALM Generating Plant pursuant to the EPIRA, the SGC has the option to renegotiate this Contract with the CUSTOMER within six (6) months from the actual transfer of the CUSTOMER to the SGC. If the SGC and the CUSTOMER fail to reach an agreement, either Party shall have the right to terminate this Contract. 4.9 CUSTOMER may assign, sell or transfer part or all of its Contract Energy and/or Equipment Demand either permanently or for a certain number of billing periods, subject to the written consent of PSALM under the following conditions, and which consent shall not be unreasonably withheld: a. CUSTOMER has obtained certification from NGCP, that the transmission, sub-transmission, substation and other facilities can accommodate the increase in the power requirements of the assignee/transferee. b. CUSTOMER has submitted necessary proof that the buyer, assignee or transferee has no outstanding obligation to PSALM, and undertakes to assume the obligations of CUSTOMER to PSALM for the operational expenses necessary or incidental to the transfer. c. Assignment of CUSTOMER to assignee shall comply with the forms provided in Annex IVa and Annex IVb of this Contract. d. THE ASSIGNEE SHALL ASSUME ALL OBLIGATIONS OF THE CUSTOMER related to Contract Energy that might arise in a pending suit with the ERC or in arbitration proceedings. (i) SECURITY DEPOSIT AMOUNT 5.1 The Security Deposit shall be equivalent to 100% of the average contracted energy indicated in Annex I of the CSEE and shall become valid and effective for the duration of this Contract. FORM AND TIME OF POSTING 5.2 The Security Deposit may be required to be posted upon privatization of the generating asset/s to which this Contract is allocated or assigned as provided for in Section 4.8 hereof if the prospective buyer, assignee, transferee or successor-in-interest so requires. It shall be in the form of cash, bank deposit, or cashier's check, bank certified check, irrevocable stand-by letter of credit, performance bond, or any other form of security such as but not limited to escrow account to be administered by a bank acceptable to PSALM. The Security Deposit of the CUSTOMER becomes null, if the PSALM reserves the right to refuse or discontinue supply of electric energy. In case of partial depletion of the Security Deposit, the CUSTOMER shall replace the Security Deposit not later than thirty (30) days thereafter. PSALM reserves the right to suspend supply of electric energy to the extent of Security Deposit of the CUSTOMER. RELEASE OF SECURITY DEPOSIT 5.3 The Security Deposit (for the portion that should be settled within the WESM) shall be returned to the CUSTOMER within thirty (30) days upon presentation of proof of compliance with the potential requirements of the WESM. PSALM shall return or release the Security Deposits to CUSTOMER including interest earned, subject to deductions for any amounts owed by CUSTOMER to PSALM. Security Deposits, except those in the form of letter of credit or performance bond, shall earn interest based on prevailing savings deposit rate of the Land Bank of the Philippines (LBP). (ii) CHARGES AND ADJUSTMENTS BASIC ENERGY CHARGE 6.1 The Basic Energy Charge (BEC) applied to the CUSTOMER's hourly energy consumption shall be the ERC-approved NPC/PSALM's Time of Use (TOU) generation rates, which is attached as Annex III, plus adjustments in the tariff such as, but not limited to Deferred Accounting Adjustments (DAAs) and the Incremental Currency Exchange Rate Adjustments (ICERA), the RA 9136 Mandatory Rate Reduction Adjustments. The basic energy charge to be applied to the contracted energy shall be in accordance with Section 7.1 of this Contract. Energy consumption higher than the contracted level shall be sourced by the Customer from the Wholesale Electricity Spot Market at the Wholesale Electricity Spot Market rate and paid directly to the Independent Electricity Market Operator of the Philippines (IEMOP). 6.1.1 The ERC shall be applied to the CUSTOMER's hourly energy consumption based on the hourly nominated energy quantity mentioned in Section 4.1.1. MINIMUM CHARGES 6.2 CUSTOMER shall pay the minimum charge based on the Contract Energy per billing period as indicated in Section 4.1 of this Contract using the basic energy charge if CUSTOMER has not fully taken or failed to consume the Contract Energy; subject to deductions and adjustments as expressly provided for in this Contract. SERVICE INTERRUPTION ADJUSTMENT 6.3 Should the supply of electricity be interrupted or curtailed to a level below the Contract Energy due to the fault or lack of generation capacity of PSALM, even if CUSTOMER was at that time unable to take or consume electricity, the Contract Energy shall be adjusted taking into account the ratio of the number of hours that electric service was interrupted to the total number of hours in the billing period. The adjusted Contract Energy shall be used in the calculation of Minimum Charge. 6.4 Should the supply of electricity be interrupted or curtailed to a level below the Contract Energy due to the fault or lack of generation capacity of PSALM, even if CUSTOMER was at that time unable to take or consume electricity, the Contract Energy shall be adjusted to actual off-take below contract level for all hours when service was curtailed or interrupted based on declaration of power curtailment issued by the NGCP. 6.5 Should the supply of electricity be interrupted or curtailed to a level below the Contract Energy due to fault or lack of generation capacity of PSALM, the Contract Energy not taken due to CUSTOMER's fault or negligence or other causes affecting CUSTOMER's ability to take or consume electricity shall not entitle CUSTOMER to interruption adjustment. MAINTENANCE SERVICE ADJUSTMENT 6.6 PELCO II may avail of the service adjustment during the scheduled maintenance of its facilities, not to exceed two (2) billing periods in one year. The minimum charge on the energy consumption shall be fifty percent (50%) of the Contract Energy. To be able to avail of this adjustment, PELCO II must inform PSALM in writing thirty (30) days prior to the commencement of the scheduled maintenance. CONTRACT TERMINATION 9.11 Either party will have the right to terminate this Contract upon failure of the other to perform its obligation under this Contract, provided that the party at fault will have to pay all its outstanding account and reimburse the costs incurred by the other party as a result of the termination. VALIDITY AND BINDING EFFECT 9.15 This Contract shall bind the Parties, their respective assigns, buyers, transferees, or successors-in-interest. If for any reason, competent courts must declare any provision of this Contract invalid during its effectivity, the other provisions hereof which are not affected thereby shall continue to be in full force and effect. 16. Further, in compliance with Section 2, Rule 6 (Pre-Filing Requirements) of the ERC Resolution No. 01, Series of 2021 (ERC Rules of Practice and Procedure), a copy of the instant Application (including Annexes) was furnished to the offices of the City Mayor and the Sangguniang Panlungsod of Quezon City (see Annexes "C" and series hereof). The Application (excluding Annexes) was also published in a newspaper of general circulation (see Annexes "D" and series hereof). PSALM is exempted from joining the Competitive Selection Process ("CSP") 17. This Honorable Commission recognized that PSALM is exempted from joining the mandatory CSP in the procurement of power supply. In a letter dated 20 September 2016, this Honorable Commission said that PSALM need not participate in the CSP due to the nature of its operations. A copy of the Honorable Commission's letter dated 20 September 2016 is attached hereto as Annex "E."

18. This Honorable Commission also recognized PSALM's exemption from joining the CSP in its Decisions in ERC Case No. 2016-186 RC and ERC Case No. 2019-040 RC. Moreover, in its Decision in ERC Case No. 2019-040 RC, this Honorable Commission referred to Section 2 of the Department of Energy's Department Circular No. 2018-02-0007 to further justify PSALM's exemption from joining the CSP. ALLEGATIONS IN SUPPORT FOR THE ISSUANCE OF PROVISIONAL AUTHORITY 19. PSALM acknowledges that the continued operation of the Distribution Utilities is indispensable to the economic efficiency of the franchise area they service, not to mention the ripple effect of that efficiency to the economic growth of the entire country. In order for these Distribution Utilities to continue lawfully drawing electricity from the grid, it is imperative that they enter into agreement/s with PSALM as Supplier for the supply of electricity, through a contract of sale for electricity, hence the respective CSEE. 20. A grant of Provisional Authority ("PA") to execute the PSALM-PELCO II CSEE will ultimately redound to the benefit of end-users/consumers. 21. The Judicial Affidavit of Engineer James Marvin A. Mamarado, Corporate Staff Officer B of the Electricity Trading Department (ETD) under PSALM's Privatization and Asset Management Group, attesting to the truth of the above matters is attached as Annex "F." 22. Pursuant to ERC Rules of Practice and Procedure, this Honorable Commission may exercise its discretion by granting a PA or an interim relief prior to a final decision. 23. It is understood that the PA or interim relief sought by PSALM shall be subject to adjustments and other conditions that this Honorable Commission may impose after its hearing and final determination. PRAYER WHEREFORE, Applicant PSALM most respectfully prays that this Honorable Commission APPROVE the CSEE between PSALM and PELCO II. It is likewise prayed that this Honorable Commission ISSUE a Provisional Authority authorizing PSALM to implement the PSALM-PELCO II CSEE. Other reliefs just and equitable under the premises are likewise prayed for. The Commission hereby sets the instant Application for determination of compliance with the jurisdictional requirements, expository presentation, Pre-trial Conference and presentation of evidence on the following dates and online platform for the conduct thereof, pursuant to Resolution No. 09, Series of 2020 dated 24 September 2020 and Resolution No. 01, Series of 2019 dated 17 December 2020 (ERC Revised Rules of Practice and Procedure): (This space was intentionally left blank.) DATE AND TIME PLATFORM ACTIVITY 25 November 2022 (Friday) at nine o'clock in the morning (9:00 A.M.) MS Teams or Zoom Application Determination of compliance with jurisdictional requirements and Expository presentation 02 December 2022 (Friday) at nine o'clock in the morning (9:00 A.M.) Pre-trial Conference and presentation of evidence Any interested stakeholder may submit its comments and/or clarifications at least one (1) calendar day prior to the scheduled virtual hearing, via electronic mail (e-mail) at docke@erc.ph, copy furnish the Legal Service through legal@erc.ph. The Commission shall give priority to the stakeholders who have duly submitted their respective comments and/or clarifications, to discuss the same and prapound questions during the course of the expository presentation. Moreover, any person who have an interest in the subject matter of the instant case may become a party by filing with the Commission via e-mail at docke@erc.ph, copy furnish the Legal Service through legal@erc.ph, a verified Petition to Intervene at least five (5) calendar days prior to the date of the initial virtual hearing and subject to the requirements under Rule 9 of the ERC Revised Rules of Practice and Procedure, indicating therein the docket number and title of the case and stating the following: 1) The petitioner's name, mailing address, and e-mail address; 2) The nature of petitioner's interest in the subject matter of the proceeding and the way and manner in which such interest is affected by the issues involved in the proceeding; and 3) A statement of the relief desired. Likewise, all other persons who may want their views known to the Commission with respect to the subject matter of the case may likewise file through e-mail at docke@erc.ph, copy furnish the Legal Service through legal@erc.ph, their Opposition or Comment thereon at least five (5) calendar days prior to the initial virtual hearing and subject to the requirements under Rule 9 of the ERC Revised Rules of Practice and Procedure. No particular form of Opposition or Comment is required, but the document, letter, or writing should contain the following: 1) The name, mailing address, and e-mail address of such person; 2) A concise statement of the Opposition or Comment; and 3) The grounds relied upon. Any of the persons mentioned in the preceding paragraphs may access the copy of the Application on the Commission's official website at www.erc.gov.ph. Finally, all interested persons may be allowed to join the scheduled initial virtual hearing by providing the Commission, thru legal.virtualhearings@erc.ph, with their respective e-mail addresses and indicating therein the case number of the instant Application. The Commission will send the aces linking/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearing. WITNESS, the Honorable Chairperson and CEO MONALISA C. DIMALANTA, and the Honorable Commissioners ALEXIS M. LUMBATAN, CATHERINE P. MACEDA and MARKO ROMEO L. FUENTES, Energy Regulatory Commission, this 12th day of October 2022 in Pasig City. FLORESINDA BALDO-DIGAL Oversight Commissioner For the Legal Service

1. Hereinafter referred to as the "PSALM-PELCO II CSEE." 2. Please see 6.10.a. to 6.10.h of the PSALM-PELCO II CSEE. 3. Please see the detailed list of terms and conditions under 6.17.1 to 6.17.12 of the PSALM-PELCO II CSEE. 4. A Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission. 5. Dated 24 October 2017. 6. Dated 24 July 2021. 7. Entitled "Adopting and Prescribing the Policy for the Competitive Selection Process in the Procurement By the Distribution Utilities of Power Supply Agreements for the Capital Market." 8. Entitled: A Resolution Adopting the Guidelines Governing Electronic Applications, Filings and Virtual Hearings Before the Energy Regulatory Commission. 9. Entitled: Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission. B.W. November 4 & 11, 2022