

COLLECTIVE BARGAINING AGREEMENT

between the

ATENEO DE MANILA UNIVERSITY

and the

**ATENEO DE MANILA
EMPLOYEES AND WORKERS UNION**

2014-2019

ATENEO DE MANILA UNIVERSITY
Loyola Heights, Quezon City

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COLLECTIVE BARGAINING AGREEMENT
2014- 2019

PREAMBLE

This agreement is made and entered into this 19th day of November, 2014,
by and between:

ATENEO DE MANILA UNIVERSITY, an educational, non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Loyola Heights, Quezon City and represented herein by its President Rev. Jose Ramon T. Villarin, S.J., hereinafter called the **ADMINISTRATION**;

And

ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION, a legitimate labor organization duly registered and permitted to operate in accordance with the laws of the Philippines, with principal office at Loyola Heights, Quezon City, and represented herein by its President Mr. Tobias C. Tano, hereinafter called the **UNION**.

The **Administration** and the **Union** mutually commit to promote and foster a cordial and harmonious relationship with each other, to ensure each other's long term sustainable viability and towards this end, to promote industrial peace and quality service related to the University's business; to obtain the highest levels of efficiency and productivity among all stakeholders in the University; to establish a mutually beneficial approach to compensation, pay and benefits; to maintain mutually satisfactory conditions of employment, and to provide means to amicably settle disputes arising therefrom.

ARTICLE I. UNION RECOGNITION

SECTION 1. The **Administration** recognizes the **Union** as the sole and exclusive collective bargaining agent for all permanent employees in the following job groups: maintenance service, food service, and technical service as contained in Appendix A. The **Administration** also recognizes a list of individuals whose membership were approved, in their personal capacity, as contained in the Memorandum of Agreement (cf. Appendix B) which forms part of the Agreement hereof.

ARTICLE II. UNION SECURITY

SECTION 1. The **Administration** agrees to require as a condition for continued employment of all permanent employees who are members of the **Union** when this Agreement is signed that they remain members in good standing during the lifetime of this Agreement.

SECTION 2. The **Administration** agrees to require as a condition for continued employment of employees hired for positions listed in Appendix A after this Agreement is signed that they become and remain members of the **Union** within fifteen (15) days after attaining permanent employment status.

SECTION 3. If the covered employee fails to join the **Union** within the fifteen (15) days period specified in Section 2 above, the **Union** will serve written notice to the **Administration** of such fact and initiate necessary proceedings to separate the employee from the University.

SECTION 4. Loss of Membership. Members of the **Union** who cease to become members of the **Union** in good standing by reason of expulsion from the **Union** shall not be retained in the employment of the University. For the purpose of this section membership in the **Union** may be lost on the grounds enumerated in the constitution and by-laws of the **Union**.

SECTION 5. The **Administration** reserves the right to take up the case of any employee dismissed by the **Union** through the Grievance Machinery provided for in this Agreement.

SECTION 6. It is expressly understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the University. In the event the University shall be sold, merged, consolidated with other institutions or have entered into joint venture with other entities, it shall be the responsibility of the **Administration** to negotiate with prospective buyers, transferees or the acquiring surviving entity the matter of protection of the interest of the **Union** for purposes of safeguarding their security of tenure and employment as well as their entitlements to the benefits accruing to them under this Agreement.

ARTICLE III. UNION CHECK OFF

SECTION 1. The **Administration** will be provided by the **Union** with written requests and authorizations, signed by all union members, authorizing the **Administration** to deduct from such members' wages the amounts designated by the **Union** as union dues and special assessments. Once given, such authorizations will remain effective while the Agreement is in force.

SECTION 2. Union dues and special assessments will be deducted from wages earned on the first week of each month. A lump sum check accompanied by a list of the deductions, itemized per member, will be forwarded to the Union Treasurer a week after.

ARTICLE IV. FUNCTIONS OF THE ADMINISTRATION

SECTION 1. The **Union** recognizes that the following functions belong exclusively to the **Administration**:

- a. To select, hire, assign and retain its employees in jobs within the University;
- b. To train, direct and schedule the work force;
- c. To determine, establish or modify rules and regulations for the orderly and efficient work performance of its employees, and to maintain performance standards for all types of work;
- d. To maintain discipline and efficiency among its employees;
- e. To promote, transfer, suspend, dismiss for cause, or relieve the workforce from their duties due to lack of work or for other legitimate reasons;
- f. To reduce or change the composition of the work force, if in its sole judgment this action is required;
- g. To adopt, install or operate new or improved equipment or work methods;
- h. To grant leaves of absence and other employee benefits, determine employee classification and any pay increases;

- i. To practice the usual functions of the **Administration** in operating the University.

SECTION 2. The **Administration** endeavors to promote continued harmonious relations with the **Union** by ensuring the effective functioning of the Labor Management Committee (LMC).

ARTICLE V. UNION RIGHTS AND PRIVILEGES

SECTION 1. The University upholds and recognizes the right of the **Union** to be free from any interference by the **Administration** in the proper and reasonable exercise of its rights to self-organization, collective bargaining, and to engage in any concerted activity allowed by law. The University, likewise, recognizes that the **Union** shall participate in decision and policy-making processes affecting their rights, benefits, health and welfare for as long as this participation does not infringe on the rights/functions of the **Administration** as provided for in Article IV, Section 1 of this Agreement and as provided for by law.

SECTION 2. The **Administration** shall allow the **Union** to put up and maintain a bulletin board in each of the key units of the University, subject to guidelines formulated by the Labor Management Committee (LMC).

SECTION 3. The **Administration** shall allow a designated **Union** officer or board member:

- a. To distribute union related materials to union members;
- b. To post union related materials on the union's bulletin boards; or
- c. To attend to a union member's complaint that may need immediate attention, according to the established guidelines of the Grievance Machinery.

Prior permission from the supervisor or unit head is required, should the activity be so urgent as to demand the union officer's attention during working hours.

SECTION 4. The **Administration** shall provide the **Union** with information from an individual union member's personnel file, subject to prior express consent of the employee concerned provided that the information requested is allegedly related to an existing complaint.

SECTION 5. The **Administration** shall not reassign or transfer any union officer from his/her current section or unit without informing the **Union**.

SECTION 6. The **Administration** shall inform the **Union** of any vacancy in positions within the scope of the **Union**, so that interested union members and members of their immediate families who are qualified may apply. In addition, union members may refer members of their immediate families to the Office of Human Resource Management and Organization Development, for purposes of pre-screening and referral, even prior to the actual availability of job vacancies.

SECTION 7. Next of kin as first priority of employment. In case of authorized causes for termination of employment, retirement, disability or death of an employee within the scope of the **Union**, any immediate member of his family shall be given priority by the **Administration** to fill up vacated position provided the person is qualified.

ARTICLE VI. PROBATIONARY PERIOD AND CONVERSION TO PERMANENT STATUS

SECTION 1. The probationary period of employment after which an employee shall be made permanent is three (3) months for those in Group I, and six (6) months for those in Group II, as outlined in Appendix A.

ARTICLE VII. PROMOTION

SECTION 1. In cases of promotion, the **Administration** shall be governed by the following norms in order of importance:

- a. Ability, efficiency, and qualifications, including experience, in performing the job functions required; and
- b. All other things being equal, continuous length of service in the University.

ARTICLE VIII. JOB SECURITY AND LAY OFF

SECTION 1. Should the **Administration** at some point find it necessary to make changes that might affect the organization size and/or profile of the workforce, the **Administration** shall explore all possible options, such as re-training and, if feasible, parallel transfer within the University and will help insure that the current workers occupying permanent positions will continue to be employed in the University. In case of inevitable lay-off due to authorized cause of employment termination, the following order of priority shall be considered in the selection of employees to be laid-off.

- a. Contractual workers
- b. Casual workers
- c. Probationary employees

SECTION 2. The **Administration** shall notify the **Union** at least 48 hours before the filing of the 30 day notice with the Department of Labor and Employment in case any union member is to be separated or terminated.

SECTION 3. Special Early Retirement Program (SERP)

1. In case there are employees who may not be placed despite all efforts to relocate them, the **Administration** shall offer a Special Early Retirement Package (SERP) to employees who are affected.
2. Affected employees will receive a SERP equivalent to 2 months for every year of service, tax free, and on top of other benefits due him, i.e., cash conversion of leaves, retirement (if any), etc. A fraction of at least six (6) months shall be credited as one (1) full year of service.
3. If, after offering the SERP, there are still those who do not accept the SERP, then pursuant to Article 283 of the Labor Code, the benefits shall be as provided by law.

SECTION 4. Retrenchment

1. In case a retrenchment program has to be resorted to, the **Administration** will inform the **Union** by giving it a copy of the 30-day notice given to union members affected by the program.
2. The order for retrenchment shall be governed by the following norms, in the order of importance:
 - a. Ability, efficiency, and qualifications, including experience, in performing the available work; and
 - b. All other things being equal, continuous length of service in the University, "Last In, First Out" (LIFO).
3. The benefit shall be as provided by law. A fraction of at least six (6) months shall be credited as one (1) full year of service.

SECTION 5. Lay-off. Upon mutual agreement, an employee can be laid off without separation pay while awaiting future job openings for six (6) months. If after six months, there is still no possible job opening the employee will be laid-off with benefits as provided by law.

SECTION 6. Recall. Employees who were laid off/retrenched will be given priority in rehiring within two (2) years provided that the period during which a member is laid off will not be counted as part of service years. The counting of years of service will resume at the time of rehiring. Benefits to be granted will start anew based on the date of rehiring. Recall shall be governed by the following norms:

- a. Ability, efficiency, and qualifications, including experience, in performing the available work; and
- b. All other things being equal, continuous length of service in the University must be given priority.

SECTION 7. Contracting Out of Services. All contracting out of services shall be governed by what is provided by law for as long as it will not affect the job security of current members of the **Union**. At the same time, **Administration** guarantees that maintenance work within school unit buildings will not be contracted out.

SECTION 8. In the event of vacancy in any position covered by the bargaining unit because of retirement, disability or death, or just causes, the **Administration** may fill up such vacated position. The provision on the priority of next of kin does not apply in cases of just cause.

SECTION 9. If conditions warrant, the load of a union member (worker) who is handicapped could be adjusted or he/she may be transferred to some less tedious available position without pay reduction provided that said union member is found fit and qualified for said position

ARTICLE IX. WAGES

SECTION 1. The **Administration** will maintain its policy of paying wages and salaries, which are competitive with those prevailing in similar educational institutions (Appendix A).

SECTION 2. Any pay increase merited through performance, in accordance with the Performance Evaluation program shall be added either to allowances or base pay and shall form part of the "New Gross Pay" which is composed of composite pay, allowances (rice, laundry and clothing) and other subsidies (meal and transportation).

SECTION 3. Pay adjustments as follows:

- a. April 1, 2014 - May 31, 2015: 4.0% General Increase plus Merit Increase (maximum of 3.0%), or P50.00 per day, whichever is higher, to be incorporated into the composite pay.
- b. June 1, 2015 - May 31, 2016: 3.5% General Increase plus Merit Increase (maximum of 3.0%), or P50.00 per day, whichever is higher, to be incorporated into the composite pay.
- c. June 1, 2016 - May 31, 2017: 3.5% General Increase plus Merit Increase (maximum of 3.0%), or P50.00 per day, whichever is higher, to be incorporated into the composite pay.

SECTION 4. Wage reopening clause. In case of economic dislocation, some provisions of this Agreement could be renegotiated to avoid widespread retrenchment.

SECTION 5. It is understood that any increase in base pay, supplemental pay or fringe benefit provision that may be mandated by the government and granted by the **Administration** during the life of this Agreement shall form part of the pay adjustments guaranteed in this Agreement.

ARTICLE X. SIGNING BONUS

SECTION 1. Each covered employee shall be given a signing bonus of FOUR THOUSAND SEVEN HUNDRED FIFTY PESOS (P4,750.00).

ARTICLE XI. RICE ALLOWANCE

SECTION 1. The University will give a rice allowance as follows:

- a. April 1, 2014 – May 31, 2015: ONE THOUSAND THREE HUNDRED THIRTY PESOS (1,330.00) per month.
- b. June 1, 2015 – May 31, 2016: ONE THOUSAND THREE HUNDRED SEVENTY PESOS (1,370.00) per month.
- c. June 1, 2016 – May 31, 2017: ONE THOUSAND FOUR HUNDRED TEN PESOS (P1,410.00) per month.

ARTICLE XII. WORK SCHEDULE

SECTION 1. A normal workweek consists of six (6) consecutive calendar days, the seventh day being considered as an unpaid day, whether it be a Sunday or a weekday mutually agreed upon by the administrator and the employee concerned.

SECTION 2. A normal working day consists of eight (8) full working hours. The daily work schedule of each employee shall follow the nature of work in the department or unit where assigned and shall be determined by the head of the department or unit concerned. However, no employee shall be required to perform work regularly in excess of eight (8) working hours in a day.

SECTION 3. Authorized Work beyond normal work schedule is overtime work, and shall be paid in accordance with the provisions on overtime pay.

ARTICLE XIII. OVERTIME PAY

SECTION 1. Only authorized overtime work will be paid, and will be in accordance with the compensation schedule as presented in Appendix C.

SECTION 2. Computation of overtime pay is based on the employee's new gross pay as defined in Article IX in Section 2.

SECTION 3. On occasions wherein a stoppage of work and/or early dismissal has been declared by the University or the national government (covering both the government and private sectors) by reason of natural calamity or other similar causes, employees who are authorized to continue working will be paid overtime rates.

SECTION 4. Union Outing/Excursion. All union members who are asked to and do stay for work as certified by supervisor/unit head on scheduled union outing/excursion shall be given overtime pay of one hundred percent.

ARTICLE XIV. HOLIDAYS WITH PAY

SECTION 1. All employees, except casuals, shall not work but will receive regular pay for the holidays with pay which are listed in Appendix D. The list is subject to change by proper civil and ecclesiastical authorities.

SECTION 2. To be entitled to holiday pay, the employee must not incur an unexcused absence on either the full working day preceding or following the holiday.

SECTION 3. An employee who performs authorized work on a holiday with pay shall be paid according to the compensation schedule in Appendix C.

SECTION 4. The minimum premium pay for authorized work on a holiday or rest day shall be four (4) hours, even if the work is less than four hours.

ARTICLE XV. DEPENDENT'S ALLOWANCE

SECTION 1. Every full time covered permanent employee who is legally married shall receive a dependent's allowance for each legitimate or legally adopted child under 21 years of age who is not married or gainfully employed, as follows:

- a. April 1, 2014 – May 31, 2015: FIVE HUNDRED THIRTY PESOS (P530.00) per month.

- b. June 1, 2015 – May 31, 2016: FIVE HUNDRED FORTY-FIVE PESOS (P545.00) per month.
- c. June 1, 2016 – May 31, 2017: FIVE HUNDRED SIXTY PESOS (P560.00) per month.

SECTION 2. If both husband and wife are employees, this allowance is granted only to the husband.

SECTION 3. Dependent's allowance shall continue to be granted during approved sick leaves, with or without pay.

SECTION 4. For initial or additional dependent's allowance, the employee must submit a certified true copy of the birth certificate of each child to the Office of Human Resource Management and Organization Development.

SECTION 5. The employee shall notify the Office of Human Resource Management and Organization Development in writing if any of his/ her children become ineligible for dependent's allowance due to marriage, gainful employment or death within 30 days of such event.

ARTICLE XVI. FAMILY SUBSIDY

SECTION 1. Every full time covered permanent employee who is single or legally married but without legitimate or legally adopted children under the age of 21 shall receive a subsidy, as follows:

- a. April 1, 2014 – May 31, 2015: FOUR HUNDRED TWENTY-FIVE PESOS (P425.00) per month.
- b. June 1, 2015 – May 31, 2016: FOUR HUNDRED FORTY PESOS (P440.00) per month.
- c. June 1, 2016 – May 31, 2017: FOUR HUNDRED FIFTY-FIVE PESOS (P455.00) per month.

SECTION 2. If both husband and wife are covered employees, this allowance is granted only to the husband.

SECTION 3. The family subsidy shall continue to be granted during approved sick leaves, with or without pay.

ARTICLE XVII. UNION EDUCATIONAL BENEFITS

SECTION 1. Full time covered permanent employees are entitled to union educational benefits for their eligible children who are enrolled and going to school, for a maximum of four children per school year for each employee, provided that these children meet the same requirement set for family allowance except for the age which is 23 and below at the time of enrollment.

SECTION 2. The union educational benefits are as follows:

a. Pre-school and Elementary level

Year 1 – ELEVEN THOUSAND EIGHT HUNDRED FIFTY PESOS (P11,850.00) per year per child;

Year 2 – TWELVE THOUSAND TWO HUNDRED PESOS (P12,200.00) per year per child;

Year 3 – TWELVE THOUSAND FIVE HUNDRED FIFTY PESOS (P12,550.00) per year per child.

b. High School and College level:

Year 1 – THIRTEEN THOUSAND FOUR HUNDRED FIFTY PESOS (P13,450.00) per year per child;

Year 2 – THIRTEEN THOUSAND EIGHT HUNDRED FIFTY PESOS (P13,850.00) per year per child;

Year 3 – FOURTEEN THOUSAND TWO HUNDRED FIFTY PESOS (14,250.00) per year per child.

c. The release of the union educational benefit shall be given two (2) months prior to the opening of classes for eligible children to allow for their early enrollment.

d. Loan assistance is available under the following conditions:

1. This is a no-interest loan;
2. The loan amount is to be determined from the difference between tuition plus basic fees and the Union educational benefit amount of 11,850.00 / P12,200.00 / P12,550.00 or P13,450.00 / P13,850.00 / P14,250.00, as the case may be;
3. The maximum loan amount per employee is TWENTY FIVE THOUSAND PESOS (P25,000.00) per school year, and payable within the same school year.

SECTION 3. The union educational benefits are administered in accordance with the implementing guidelines drawn by the LMC and approved by the Office of Human Resource Management and Organization Development and the Treasurer's Office.

SECTION 4. If both husband and wife are full time covered permanent employees in the University, this benefit is granted only to the husband.

SECTION 5. The full time covered permanent employee shall notify the Office of Human Resource Management and Organization Development in writing of the names of his/her children who shall receive this benefit, together with the enrollment certificates from the schools where they shall enroll or other supporting papers required by the Office of Human Resource Management and Organization Development. The employee should also inform the Office of Human Resource Management and Organization Development if any of his/her child enjoying the benefit stops studying or becomes ineligible for the benefit under the conditions required, within 30 days from the child's end of schooling or becomes ineligible.

SECTION 6. Any child of a full time covered permanent employee may apply for a scholarship in the University in any department, as long as the child meets all requirements of the scholarship.

SECTION 7. All full time covered permanent employees may avail of the Union education loan privilege up to a maximum of TWENTY FIVE THOUSAND PESOS (P25,000.00) per year for their own enrollment in academic, technical or vocational programs, in accordance with guidelines to be drawn up by the LMC and approved by the Office of Human Resource Management and Organization Development and the Treasurer's Office.

ARTICLE XVIII. VACATION LEAVE WITH PAY

SECTION 1. All full time covered permanent employees who complete at least ten (10) months of continuous service (which include approved leaves with pay) as of the end of any fiscal year will be entitled to fifteen (15) workdays of vacation leave with pay.

SECTION 2. All full time covered permanent employees with less than ten (10) months of continuous service at the end of any fiscal year will be entitled to one (1) working day of vacation leave with pay for each full month of service.

SECTION 3. Thereafter, vacation leave credits shall be earned at 1.25 days for every month of service; vacation leave credits may be used at any time after they are earned.

SECTION 4. The **Administration** shall consider the employee's preference in scheduling the vacation leave, subject to the needs of the unit.

SECTION 5. Computation of vacation pay is based on the covered employee's new gross pay (i.e., base pay, and pay differential) plus family subsidy or dependent's allowance, if any, at the time the leave is taken.

SECTION 6. Advance pay for the leave period may be requested by the covered employee, by indicating the request on the leave application itself and having this application form filed with the Office of Human Resource Management and Organization Development at least five (5) working days before the leave starts.

SECTION 7. Unused Vacation Leaves.

- a. Vacation leave credits do not accumulate.
- b. If an employee is unable to go on vacation at any time within the fiscal year owing to the demands of his/her work, as certified to by his/her supervisor, unit head, and as approved by the OHRMOD Director, all unused earned vacation leave credits in excess of five (5) days as of the end of the fiscal year shall be converted to cash and released to the employee 2 months after the end of the fiscal year of each year.
- c. The cash equivalent of the unused vacation leave credits shall be computed according to the covered employee's gross pay at the end of the fiscal year (March 31) of the year it is encashed.

SECTION 8. Unused vacation leave credits may also be converted to cash and paid to the employee upon termination of employment.

ARTICLE XIX. SICK LEAVE WITH PAY

SECTION 1. All full time covered permanent employees shall earn sick leave credits of 1.25 days for each month of completed service.

SECTION 2. If a full time covered permanent employee needs to avail of sick leave credits over and above what he has earned for the fiscal year, he may be allowed to advance his sick leave credits up to a maximum of the balance of 15 days sick leave credits for the fiscal year.

SECTION 3. If employment is terminated due to death or sickness, used but unearned sick leave credits shall not be deducted from the employee's final pay.

SECTION 4. Sick leave is for personal illness or injury only. For sick leave covering three (3) consecutive working days or three (3) working days or more in a month, the full time covered permanent employee must present a medical certificate together with a sick leave application.

SECTION 5. The **Administration** has the right to have its doctor examine, at its expense, any full time covered permanent employee who is on sick leave with pay. Refusal by the employee to undergo this medical examination shall be cause for forfeiture of sick leave privileges (for the first offense); suspension (for a second offense); and dismissal (for a third offense).

SECTION 6. Computation of sick leave pay is based on the employee's new gross pay, as defined in Article IX, Section 2.

SECTION 7. Unused sick leave credits shall be converted automatically into their cash equivalents at the end of each fiscal year, and shall be released in lump sum to the employees concerned 2 months after the end of the fiscal year of each year.

SECTION 8. Upon termination of employment, all earned unused sick leave credits for the current year are converted to cash and, together with any credit balance in the Reserve account, released in lump sum to the employee.

SECTION 9. The cash equivalent of the unused sick leave credits is computed according to the employee's new gross pay of the year the leave was earned, as defined in Article IX, Section 2.

ARTICLE XX. LINE OF DUTY INJURY AND ACCIDENT

SECTION 1. The **Administration** agrees that any line of duty injury or accident shall be considered company loss time. As such, the **Administration** shall give permanent covered employee the difference between the SSS EC Benefit and his salary at the time of injury.

ARTICLE XXI. EMERGENCY LEAVE WITH PAY

SECTION 1. All full time permanent covered employees who complete one (1) continuous year of service in the University shall be entitled to emergency leave with pay of not more than ten (10) working days each fiscal year.

SECTION 2. The paid emergency leave may be taken for any of the following reasons:

- a. Illness or accident of a member of the immediate family (father, mother, legitimate spouse, legitimate child, brother or sister). A medical certificate must be submitted attesting that the immediate family member was treated by a doctor.
- b. Death of a special family relation.

For purposes of this provision a special family relation is defined as:

- i. A blood relative of the employee limited to the grandparent (father/mother of parents), uncle/aunt (brother/sister of parents), nephew/niece (children of brother/sister), grandchildren (son/daughter of children) and first cousins (children of siblings of parents).
- ii. Parent or brother/sister of the employee's legitimate spouse.
- iii. A foster-parent (the person who took the place of the employee's biological parents but did not legally adopt the employee when he/she was a child) or guardian (nag-alaga at nagpalaki sa empleyado).
- iv. For single employees - legitimate spouse of brother/sister.

The **Administration** may ask the employee for proof of relationship and/or a copy of the death certificate (in the case of first cousins, birth and death certificates of the deceased).

- c. Illness requiring hospitalization of a household member ("kasambahay" - as certified to by the Barangay Chairman).
- d. Occasion when the employee's presence is required by law e.g., appearance in a court case (subpoena or notice of hearing must be presented).
- e. Other reasons which the **Administration** may find justifiable including fortuitous events such as flood, fire, earthquake or events of similar nature that directly prevent an employee from reporting for work.

SECTION 3. Whenever possible, the permanent covered employee should give his/her supervisor prior notice.

SECTION 4. The emergency leave privilege does not accumulate and cannot be converted to cash.

ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE

SECTION 1. The **Administration** shall grant bereavement leave of ten (10) days with pay in case of death of legitimate spouse, legitimate children, parents, parents-in-law, brother or sister of a permanent employee (or union member) upon presentation of a certified true copy of registered death certificate.

SECTION 2. For death of legitimate spouse, legitimate children, parents, parents-in-law, brother or sister, bereavement assistance will be granted per employee family as follows:

- a. April 1, 2014 – May 31, 2015: NINE THOUSAND PESOS (P9,000.00).
- b. June 1, 2015 – May 31, 2016: TEN THOUSAND PESOS (P10,000.00).
- c. June 1, 2016 – May 31, 2017: ELEVEN THOUSAND PESOS (P11,000.00).

ARTICLE XXIII. UNION LEAVE WITH PAY

SECTION 1. The **Administration** shall grant union leave with pay to union officers for purposes of attending collective bargaining negotiations and grievance conferences.

SECTION 2. The **Administration** shall likewise grant a total of Three Hundred Sixty Five (365) days union leave with pay to union officers and/or members for the purpose of attending seminars, conferences regarding unionism.

SECTION 3. The **Administration** agrees to allow officers and members of the union to go on a union leave to attend the Summer Outing sponsored by the **Union**. Each covered employee shall be allowed a one-day union leave per year for this purpose.

SECTION 4. The **Administration** agrees to allow the officers and/or authorized representatives of the **Union** to take two (2) days union leave with pay for the following purposes: a) conducting an ocular inspection of the venue for the summer outing; b) advance party to take care of physical arrangements and logistics for the summer outing.

ARTICLE XXIV. HEALTH CARE

SECTION 1. The **Administration** shall periodically review its health care plan for the purpose of upgrading existing benefit levels and providing additional desirable features that could be made available to employees for themselves and their dependents.

SECTION 2. All employees are entitled to emergency medical and dental services of the University.

SECTION 3. The professional services of a school physician are available on all working days, including Saturdays (from 9:00 a.m. to 3:00 p.m.).

ARTICLE XXV. GROUP LIFE INSURANCE COVERAGE

SECTION 1. The **Administration** shall grant free group life insurance coverage of P200,000.00 for each union member.

ARTICLE XXVI. RETIREMENT

SECTION 1. The **Administration** and the **Union** shall periodically review its retirement policy as well as the pertinent provisions of the Ateneo Retirement Plan. In the meantime, retirement benefits shall continue to be granted in accordance with the improved policy and provisions. (Appendix E.)

ARTICLE XXVII. GRIEVANCE MACHINERY

SECTION 1. Both the **Administration** and the **Union** shall see to it that all complaints and grievances, as defined in this Article, are resolved promptly and systematically. To do this, they both agree to follow diligently only the procedure outlined here in processing and resolving such complaints and grievances. This procedure will take the place of any individual or group activity which will interfere with the normal operations of the University. No other method will be used unless it is so required by law or by mutual agreement of the **Administration** and the **Union**.

SECTION 2. A grievance is defined as any dissatisfaction arising out of the interpretation and application of any provision or provisions of this Agreement.

SECTION 3. A complaint is any dissatisfaction which does not involve the interpretation or the application of this Agreement but which arises from the employment relationship.

SECTION 4. The employee should file his/her grievance or complaint within seven (7) working days after the cause of dissatisfaction arises. His/her failure to do so will be taken to mean that he/she no longer finds sufficient cause for a complaint or grievance.

SECTION 5. The **Administration** and the **Union** agree that grievances and complaints shall be processed and resolved expeditiously at times mutually convenient to their representatives.

SECTION 6. Should the grievance procedure take place during working hours, the Union representative assigned to assist the grievant or complainant shall be granted Union leave with pay.

SECTION 7. Each grievance or complaint shall first be discussed between the grievant or complainant and his immediate supervisor. They should exert every reasonable effort to resolve the grievance or complaint promptly.

SECTION 8. If the grievance or complaint submitted to the supervisor is not settled within three (3) working days after it is received, or if the supervisor's answer does not satisfy the employee, he may make a formal written appeal. The appeal shall be signed by both the employee and the **Union** representative, and shall be processed according to the following procedure:

GRIEVANCE PROCEDURE

Procedural Step	Representations	Period of Resolution*	Period of Appeal to Succeeding Steps**
Step I	Grievant or complainant, union representative, and immediate supervisor	3 days	5 days
Step II	Grievant or complainant, union representative, and unit head or his/her Representative	5 days	10 days
Step III	Decision on complaints: by the Vice President/President	15 days	10 days
Step IV	Arbitration for all grievances: by a panel of arbitrators, consisting of 1. a representative of the Union, 2. a representative of the Administration, and 3. a person mutually chosen by the Union and the Administration.***		

* Number of workdays after the processing is completed.

** Number of workdays after the written resolution is received.

*** This third arbitrator will be chosen as follows:

- a. The **Union** and the **Administration** jointly request the Philippine Association of Voluntary Arbitrators (PAVA) to give seven (7) names of possible arbitrators.
- b. By a process of elimination, the **Union** and the **Administration** will cancel three names, one at a time, from the list.
- c. The remaining name shall be that of the third arbitrator.

SECTION 9. The written resolution of the grievance or complaint by the **Administration** in any of the above steps shall be considered final settlement of the dissatisfaction, unless it is appealed in writing to the next step within the time period indicated in the schedule.

SECTION 10. The members of the panel of arbitrators shall be chosen by both the **Administration** and the **Union** from the list that each will submit to the other upon written request. The panel shall have the authority to interpret any provision or provisions of this Agreement and apply it/them to a particular case. However, it does not have the authority to add to, subtract from, or modify the provision(s) of the Agreement even if in the panel's judgment the language of the Agreement is inadequate. The decision of the panel on all grievances shall be final and binding to the **Administration** and the **Union**.

SECTION 11. The **Union** will be given an official notice of the decision by the Vice President or President (on complaints) or by the panel of arbitrators (on grievances).

SECTION 12. The expenses involved in the arbitration shall be shared as follows: one-third by the **Union**, and two-thirds by the **Administration**.

ARTICLE XXVIII. NO STRIKE, NO LOCKOUT

SECTION 1. During the term of this Agreement, the **Administration** agrees not to lock out its employees, discriminate against union members, nor interfere with the **Union's** internal affairs. On the other hand, the **Union** agrees that it shall not approve, cause, support or participate in any strike or other forms of concerted activity or activities while a grievance or complaint is being resolved, or at any time after it is resolved for the purpose of forcing a favorable response or changing an unfavorable resolution. Should any such form of concerted activity take place, the **Union** shall immediately disauthorize it and order all employees, in writing, to desist from such activities. The **Administration** reserves the right to impose disciplinary measure(s) upon any participant(s) in the activity, as it may deem best and necessary to protect its interests.

ARTICLE XXIX. WAIVER

SECTION 1. The **Administration** and the **Union** acknowledge that during the negotiations which resulted in this Agreement, both had the unlimited right and opportunity to make demands and proposals with respect to any matter legally covered by collective bargaining, and that the understanding and agreement arrived at by both parties in the negotiations are contained in this Agreement.

SECTION 2. Therefore, both the **Administration** and the **Union** voluntarily and unqualifiedly surrender the right to bargain collectively, and agree that neither shall be required to do so, on any subject or matter specifically or indirectly referred to or considered in this Agreement, for as long as this Agreement is in effect.

SECTION 3. The **Administration** and the **Union** mutually agree that this Agreement is subject to all provisions of the Labor Code and any future legislation.

SECTION 4. Functions of the **Administration**. Nothing in this Agreement shall be considered as a waiver of any inherent and fundamental functions of the **Administration**, whether the same were exercised heretofore or not, provided that, in the exercise of such rights, the same shall not in any way diminish, affect or run counter to the provision of the law, jurisprudence and the rights of workers to due process of law.

ARTICLE XXX. PRINTING OF AGREEMENT

SECTION 1. The cost of printing this Agreement shall be shouldered by the **Administration**.

SECTION 2. The **Union** shall provide the **Administration** with copies of the Agreement duly registered with the DOLE. Thereafter, the **Administration** shall provide union members with copies of the Agreement in booklet form within 90 days.

ARTICLE XXXI. TERM AND EFFECTIVITY OF THE AGREEMENT

SECTION. 1. All the provisions of this Agreement shall be in force and effect from April 1, 2014, up to May 31, 2019, except for economic and social provisions which shall be up to May 31, 2017.

SECTION 2. Negotiations for the succeeding CBA shall start no later than June 1, 2017. The effectivity date of the new CBA shall be June 1, 2017. However if the CBA is not settled within six months from date of expiry, the effectivity date shall be subject to negotiation and arrangement by both parties.

* * * * *

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APPENDIX A

POSITION CLASSIFICATION AND PAY STRUCTURE *

Pay Class	Min.GP** /wk	Generic Position Title	Descriptive Position Title
A: MAINTENANCE AND FOOD SERVICE POSITIONS			
<u>GROUP I:</u>			
M-01	2,796.00	Maintenance Staff I	Utility worker I
M-02	2,829.35	Maintenance Staff II	Utility worker II
M-03	2,875.36	Maintenance Staff III	Utility worker III Lifeguard Driver Painter I Carpenter I Plumber I Cook I Waiter I
M-04	2,932.89	Maintenance Staff IV	Driver-Mechanic Painter II Carpenter II Mason Electrician I Plumber-Welder I Plumber II Cook II
M-05	3,024.90	Maintenance Staff V	Painter III Carpenter III Electrician II Plumber-Welder II Plumber III
<u>GROUP II:</u>			
M-06	3,128.42	Maintenance Staff VI	Painter IV Carpenter IV Electrician III Plumber-Welder III Tractor Operator & Grounds Foreman CMS (Carpentry/Masonry) Foreman ¹ GMS (Grounds/Mechanical) Foreman ¹ PWS (Plumbing/Welcing) Foreman ¹
M-07	3,243.43	Maintenance Staff VII	Electrician IV ECS (Electrical/Communications) Foreman ²

* Per Revised Staff Classification Plan and Pay Structure approved effective 30 January 1997

** Minimum Gross Pay (GP) rates effective 4 October 2013 (inclusive of Rice Allowance).

¹ - Extension of promotional line, effective 1 April 2005

² - Consolidation of job functions, effective 1 April 2014

POSITION CLASSIFICATION AND PAY STRUCTURE *

<u>Pay Class</u>	<u>Min. GP** /mo.</u>	<u>Generic Position Title</u>	<u>Descriptive Position Title</u>
B. TECHNICIAN POSITIONS			
<u>GROUP I:</u>			
T-01	12,300.00	Technician I	Assistant Laboratory Technician I Audiovisual Assistant I Duplicating Machine Operator I
T-02	12,500.00	Technician II	Assistant Laboratory Technician II Audiovisual Assistant II Duplicating Machine Operator II Assistant Microform Technician
T-03	13,150.00	Technician III	Audiovisual Technician I Laboratory Technician I Microform Technician I
<u>GROUP II:</u>			
T-04	14,700.00	Technician IV	Audiovisual Technician II Laboratory Technician II Microform Technician II
T-05	15,400.00	Technician V	Audiovisual Technician III Laboratory Technician III Microform Technician III

* Per Revised Staff Classification Plan and Pay Structure approved effective 30 January 1997

** Minimum Gross Pay (GP) rates effective 4 October 2013 (inclusive of Rice Allowance).

MEMORANDUM OF AGREEMENT

This instrument made by and between: the ATENEO DE MANILA UNIVERSITY, hereinafter referred to as the UNIVERSITY, and the ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION, hereinafter referred to as the UNION

WITNESSETH

That the parties hereby agree as follows:

- A. The employees listed herein have joined the Union in their individual and personal capacity and are recognized as members of the bargaining unit under the 2014-2019 Collective Bargaining Agreement:

1. Errol L. Dayandante
2. Julio G. Ferrer
3. Rogelio P. Macarilay
4. Brian James M. Madrid

- B. The following employees who had signified their individual and personal intention to join the Union in 2009, and were covered by the 2009-2014 Collective Bargaining Agreement, are retained in the bargaining unit:

5. Leonard C. Balete
6. Christopher D. Calderon
7. Waldo C. Calubaquib, Jr.
8. Joey G. Castillo
9. Glyn G. Crisostomo
10. Joji C. Cruz
11. Rodelio C. Cubos
12. Augusto Alfonso D. Del Castillo
13. Ronald B. Diño
14. Pedro V. Galang, Jr.
15. Gabriel L. Garbo
16. Mark Anthony A. Garilao
17. Jesus Francisco Serapio L. Geronimo
18. Paul Andrew V. Mendoza
19. Amador U. Rabe
20. Jesus C. Renegado
21. Albert T. Sadia
22. Raymond C. Tano
23. King Ritchie I. Telan
24. Marcel M. Toledo
25. Edric C. Tomimbang
26. Raul H. Vidal
27. Juanito E. Villanueva

- C. The following employees who had signified their individual and personal intention to join the Union in 2004, and were covered by the 2004-2009 CBA, are retained in the bargaining unit:

28. Esteban B. Acain
29. Estrella B. Angeles
30. Roberto G. Arabia, Jr.
31. Virgilio A. Aragoza
32. Narcisa B. Briones
33. Emmanuel S. Concepcion
34. Bernard O. Paras
35. Annalyn P. Parayaoan
36. Virgilio T. Perillo
37. Benito Paul S. Rabara
38. Rodel M. Serrano
39. Merlyn G. Servañez

- D. The above listed thirty-nine (39) employees have become members of the Union in their individual and personal capacity and shall be entitled to all the benefits and privileges contained in the 2014-2019 Collective Bargaining Agreement.
- E. Employees who are assigned confidential and/or supervisory functions as provided for in the Labor Code of the Philippines shall be disqualified from coverage of the Collective Bargaining Agreement.

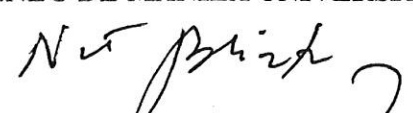
IN WITNESS WHEREOF, the parties have hereunto signed this Memorandum of Agreement on the 19th of December, 2014 at Quezon City.

Administration Panel
2014 – 2019 CBA Negotiations

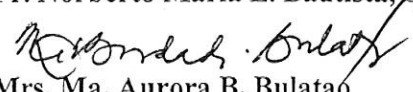
Union Panel
2014 – 2019 CBA Negotiations

For the
ATENEO DE MANILA UNIVERSITY

For the
ATENEO DE MANILA UNIVERSITY
EMPLOYEES AND WORKERS UNION

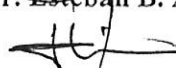

Fr. Norberto Maria L. Bautista, S.J.

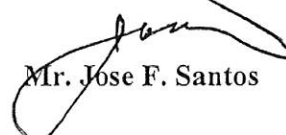

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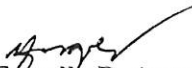

Mrs. Ma. Aurora B. Bulatao


Mr. Esteban B. Acain

Dr. Mario D. Villaverde, M.D.

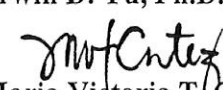

Mr. Juanito E. Villanueva

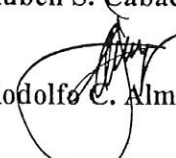

Mr. Jose F. Santos


Mrs. Estrella B. Angeles

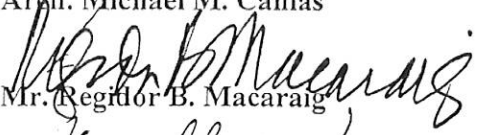
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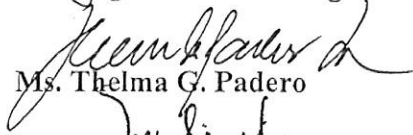

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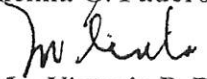

Mrs. Maria Victoria T. Cortez


Mr. Rodolfo C. Almazan, Jr.

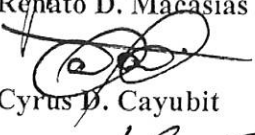

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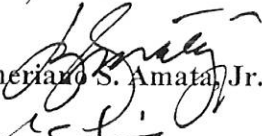

Mr. Regidor B. Macaraig

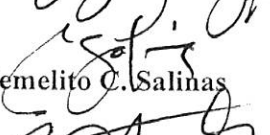

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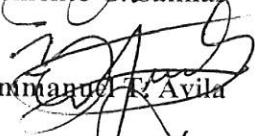

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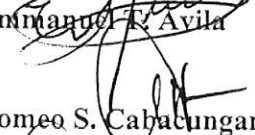

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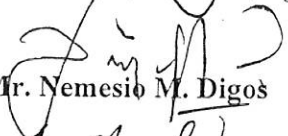

Mr. Cyrus D. Cayubit

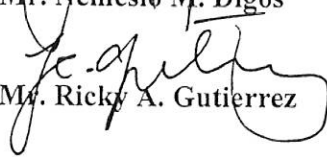

Mr. Nomeriano S. Amata, Jr.


Mr. Remelito C. Salinas

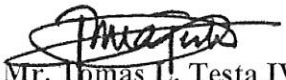

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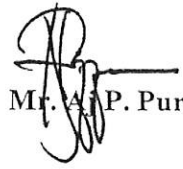

Mr. Romeo S. Cabacungan


Mr. Nemesio M. Digos


Mr. Ricky A. Gutierrez

WITNESSES:


Mr. Tomas L. Testa IV


Mr. A. P. Purugganan

APPENDIX C

COMPENSATION SCHEDULE OF HOLIDAY PAY, PREMIUM PAY, AND OVERTIME PAY

	<u>Holiday Pay</u>	<u>Premium Pay</u>	<u>Overtime Pay</u>
1. Regular work working day	--	--	Hourly rate x 1.25 x no. of hrs. worked
2. Scheduled rest day	--	Hourly rate x 1.30 x no. of hrs. worked	Hourly rate x 1.69 x no. of hrs. worked
3. Special holiday	100 % of composite pay	Hourly rate x 1.00 x no. of hrs. worked	Hourly rate x 2.60 x no. of hrs. worked
4. Special holiday falling on employee's scheduled rest day	100 % of composite pay	Hourly rate x 1.60 x no. of hrs. worked	Hourly rate x 3.38 x no. of hrs. worked
5. Regular holiday	100 % of composite pay	Hourly rate x 1.25 x no. of hrs. worked	Hourly rate x 2.60 x no. of hrs. worked
6. Regular holiday falling on employee's scheduled rest day	100 % of composite pay	Hourly rate x 1.60 x no. of hrs. worked	Hourly rate x 3.38 x no. of hrs. worked

- Holiday pay is paid for a regular or special holiday with pay.
- Premium pay is given for work not exceeding eight hours on a rest day or holiday.
- Overtime pay is for work in excess of eight hours on a regular work day, rest day or holiday.

N.B.: The hourly rate used in the above formulas is based on composite pay, i.e., base pay plus pay differential, unless otherwise specified.

APPENDIX D

HOLIDAYS WITH PAY

This list of holidays with pay is subject to change by proper civil and ecclesiastical authorities.

I. Regular Holidays

A. Nationwide legal holidays specified in the Rules and Regulations implementing the Labor Code

New Year's Day	January 1)
Holy Thursday	(movable date)
Good Friday	(movable date)
Araw ng Kagitingan	(April 9)
Labor Day	(May 1)
Independence Day	(June 12)
National Heroes' Day	(last Sunday of August)
Bonifacio Day	(November 30)
Christmas Day	(December 25)
Rizal Day	(December 30)
Id-ul-Fitr	(movable date)

B. Regular University Holidays

Feast of St. Ignatius	(July 31)
All Saints Day	(November 1)

II. Special Holidays

A. Special public holidays that may be declared by the national or appropriate local government authority, e.g., EDSA Day

B. Special University holidays that may be declared by the President of the University, e.g., President's Day

N.B.: Payment for authorized work done on any of these holidays with pay shall be made according to the compensation schedule prescribed in Appendix C.

RETIREMENT PLANS

ADMU RETIREMENT PLAN

Approved effective 1 January 1987 as a tax-qualified plan, and amended effective 1 January 1995 and 1 January 1999, the Ateneo de Manila University Retirement Plan (ADMU Plan) provides for a lump sum of one month's composite pay for every year of service, inclusive of CEAP Fund Credit (i.e., accumulation of the University's contributions plus income under the CEAP Retirement Plan (CEAP Plan)), upon normal retirement (at age 60), early retirement (after 20 years of continuous service), disability, or death. For the early retirement benefit to be tax-exempt, the employee should have at least 10 years of continuous service, and be at least 50 years old.

The ADMU Plan also provides for voluntary separation benefits after at least 10 years of continuous service. The benefit amount is computed in accordance with the following schedule:

<u>Years of Service</u>	<u>Applicable Percentage</u>
Less than 5 years	0 % of normal benefit
5 less than 10	25% of normal benefit
10 less than 15	50 % of normal benefit
15 less than 20	75 % of normal benefit
20 or more	100 % of normal benefit

The abovementioned applicable percentage is to be computed based on one month's composite pay for every year of service less CEAP Fund Credit or the CEAP Fund Credit, if greater.

CEAP RETIREMENT PLAN

As one of the founding participating employers, the University adopted in 1968 the CEAP Retirement Plan (CEAP Plan) to provide retirement benefits for its qualified employees.

Permanent employees become eligible for membership in the CEAP Plan after at least six months of continuous service. The University contributes monthly to the Fund, for each employee-member, an amount equivalent to 3.25% of current monthly base pay. Employee-members are not required to contribute to the Fund. However, they may make voluntary contributions amounting to 1, 2, or 3% of their current monthly base pay.

The retirement benefit payable under the CEAP Plan is the whole amount standing to the employee-member's credit at retirement, which consists of the University contributions plus income. Voluntary contributions, if any, and corresponding income, are also paid out at retirement.

Also payable under the CEAP Plan is disability benefit: regardless of length of service, an employee-member who is separated due to permanent total incapacity or disability is entitled to the whole amount standing to his credit.

In case of death, the whole amount standing to the employee-member's credit, plus life insurance proceeds, will be paid to his beneficiaries. The amount of insurance coverage is equivalent to one year's salary based on his latest reported base pay; maximum insurance coverage is P150,000.

Separation prior to retirement, due to resignation or for any reason other than dismissal for cause, entitles an employee-member to the total amount of his voluntary contributions plus income, and to a separation benefit equivalent to a specified percentage of the total amount standing to his credit, according to the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Percentage Payable</u>
Below 10	None
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

REEMPLOYMENT OF RETIREES

Under exceptional circumstances, and upon special conditions of approval, reemployment after normal retirement may be made on a yearly, contractual basis. Reemployment up to age 65 requires approval of the President, while reemployment beyond age 65, but not beyond age 70, requires approval of the Board of Trustees.

W. L. Lanta

per

[Signature]

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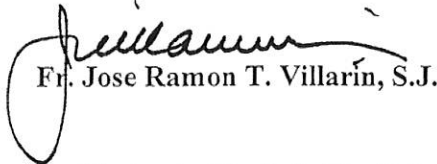
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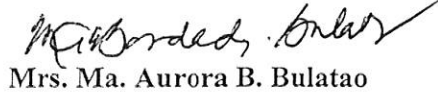
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IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the
19th of March, 2014 at Quezon City.

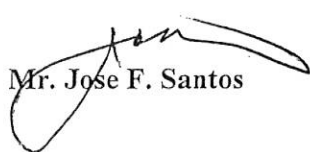
For the
ATENEO DE MANILA UNIVERSITY


Fr. Jose Ramon T. Villarín, S.J.

Fr. Norberto Maria L. Bautista, S.J.


Mrs. Ma. Aurora B. Bulatao

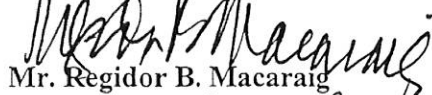
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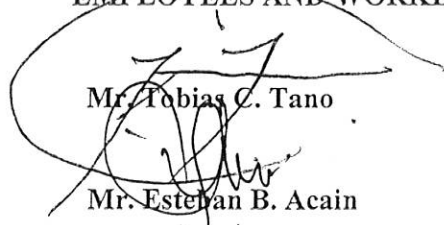
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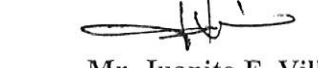

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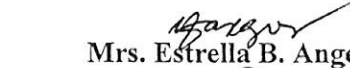

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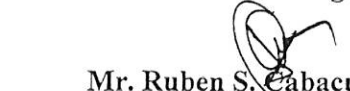
For the
ATENEO DE MANILA UNIVERSITY
EMPLOYEES AND WORKERS UNION

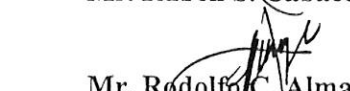

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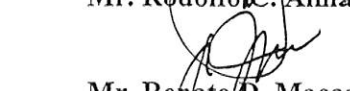

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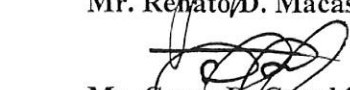

Mr. Juanito E. Villanueva


Mrs. Estrella B. Angeles

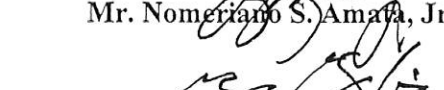

Mr. Ruben S. Cabacungan

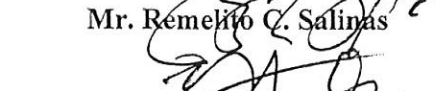

Mr. Rodolfo C. Almazan, Jr.

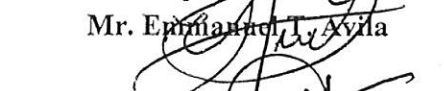

Mr. Renato D. Macasias

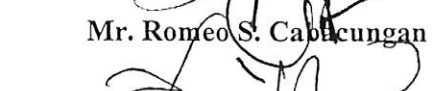

Mr. Cyrus D. Cayubit

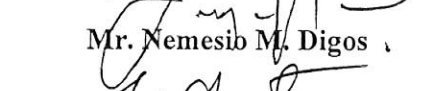

Mr. Nomeriano S. Amata, Jr.


Mr. Remelito C. Salinas

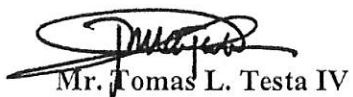

Mr. Emmanuel L. Ayila


Mr. Romeo S. Cabacungan


Mr. Nemesio M. Digos


Mr. Ricky A. Gutierrez

WITNESSES:


Mr. Tomas L. Testa IV


Mr. A.P. Purugganan

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S. S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following
presenting their Government issued identification as stated:

Name	Gov't Identification presented	Date / Place Issued
Mr. TOBIAS C. TANO Representing the ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION	<u>DMWH's License</u> <u>N01-93-151587</u>	<u>02-04-2013 / NCR</u>

Fr. JOSE RAMON T. VILLARIN, S.J.
Representing the ATENEO DE MANILA UNIVERSITY

EB91189159 09-11-2013 DFA NCR East

both known to me and to me known to be the same persons who executed the foregoing
Agreement which consists of twenty-eight (28) pages including this page, signed by them and
their instrumental witnesses on the right-hand margin of each and every page except on page
27 where they signed on the spaces provided therein. They acknowledged that this is their free
and voluntary act and deed.

WITNESS MY HAND and seal this 19 day of DEC 2014 in Quezon City.

ALDENSO R. FAJIMINA
Notary Public
Until December 31, 2014
PTR No. 0032390 / 1-2-14 / Q.C.
IEP No. 91206 / 1-2-14 / Q.C.
PTR No. 49
Date 19 DEC 2014 Place Quezon City
TIN 921-50-13
Place of Foundation Quezon City
Adm. Matter No. NY-027 (2013-2014)

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