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Republic of the Philippines
Department of Labor and Employment
REGIONAL CONCILIATION AND MEDIATION BOARD
NATIONAL CAPITAL REGION
Manila

IN RE: Labor Dispute at

ATENEO DE MANILA UNIV

Case No. RCMB-NCR-

7044-AGS/STABCS
2018

DATE:

22 MARCH 2018

VENUE:

LOYOLA HEIGHTS CAMPUS

TIME:

10:00 AM**REPRESENTATIONS**

FOR THE UNION / COMPLAINANT(S)

FOR THE MANAGEMENT/COMPANY

NOMERUANO S. AMATA JR.ESTEBAN B. ACANRENEZIO C. SALINASCHRISTOPHER D. CAUDERONWALDO C. CALUBARQUIB JR.RODOLFO D. SERUELASEDUARDO C. BAUTISTAALBERT T. SAGIADAMIAN M. PALMEROROGERIO P. MACARILAYJESUS E. MANUELNEMESIO M. DILLOSBenito Paul S. RabanaARTURO TAN (CAEWU)Salvador D. AydalRICO G. NARCISOMa. Aurora B. BulataMaria Victoria T. CortezMarie Joy R. SalitaThelma G. PadernoLUIS F. DUMLAOmm conras**MINUTES**

The parties, agreed to implement immediately the Agreement dated 23 and 27 February 2018 and Memorandum of Agreement dated 23 and 27 February 2018 relative to the 4th and 5th year of the 2017-2019 CBA between the Ateneo de Manila University and Ateneo Employees and Workers union with the attached Salary Cap and Merit Increase Table of Equivalents referred to in the Agreements.

FOR THE UNION / COMPLAINANT(S)

FOR THE MANAGEMENT/COMPANY

ERICSON L. LACUM
CONCILIATOR-MEDIATOR/
HEARING OFFICER

Teresita E. Anden
Malabita

Continuation...

~~the 2014-2019 CBA~~

All other items agreed upon,
as attached, shall also be implemented
accordingly. All unchanged provisions
in the 2014-2019 CBA shall remain in force
and effect.

ERISON L. LOAAL
CONCILIATOR - mediator

T. Anden
Teresita E. Anden

[Signature]

C. F. Anden

R. Anden, Balot

Don't Catez

[Signature]

[Signature]

[Signature]

[Signature]

3/24/18
J. Anden Balot

[Signature]

[Signature]

[Signature]

[Signature]

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M. Anden

[Signature]
M. Anden

COPY

**PROVISIONS OF THE
COLLECTIVE BARGAINING AGREEMENT
AGREED UPON**

¹PREAMBLE

Know All Men By These Presents:

This agreement is made and entered into this ____ day of ____, 2017, 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 **UNIVERSITY**;

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. Nomeriano S. Amata, Jr., hereinafter called the **UNION**.

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

NOW, THEREFORE, for and in consideration of the premises, covenants, undertaking, terms and conditions contained herein, the parties agree that:

ARTICLE I. UNION RECOGNITION

Section 1. The University recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the following groups: maintenance service, food service and technical service as contained in Appendix A. The University 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 this Agreement hereof.

ARTICLE II. UNION SECURITY

Section 1. Union Security Clause. The University 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.

The University 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.

4Section 2. Failure to Join the Union. If the covered employee fails to join the Union within the fifteen (15) days period specified in Section 1 above, the Union will serve written notice to the University of such fact and initiate necessary proceedings to separate the employee from the University.

4Section 3. 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 grounds enumerated in the constitution and by-laws of the Union.

4Section 4. Submission to Grievance. The University reserves the right to take up the case of any employee dismissed by the Union through the Grievance Machinery provided in this Agreement.

4Section 5. Binding Effect of Agreement on Third Parties. 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 University to negotiate with prospective buyers, transferees or the acquiring surviving entity the matter of protection of the interest of the Union and the covered employees 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

1Section 1. The University will be provided by the Union with written requests and authorizations, signed by all Union members, authorizing the University 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.

4Section 2. Deduction and Remittance. 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. PREROGATIVES OF THE UNIVERSITY

Agreement signed

[Signature]

[Signature]

[Signature]

Norman M. M. M.

12-1-2012

[Signatures]

[Signatures]

¹**Section 2. Labor Management Committee (LMC).** The University endeavors to promote continued harmonious relations with the Union by ensuring the effective functioning of the LMC.

ARTICLE V. UNION RIGHTS AND PRIVILEGES

⁴**Section 1. Exercise of Rights.** The University upholds and recognizes the right of the Union to be free from any interference by the University 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 policymaking processes affecting their rights, benefits, health and welfare for as long as this participation does not infringe on the rights/functions of the University as provided for in Article IV, Section 1 of this Agreement and as provided for by law.

¹**Section 2. Union Bulletin Board.** The University 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 LMC.

¹**Section 3. Attendance to Union Matters.** The University 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.

⁴**Section 4. Access to 201 file.** The University 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 or affecting the terms and conditions of employment to the extent that it does not violate the Data Privacy Act and its rules and regulations.

¹**Section 5. Notice of Reassignment or Transfer.** The University shall not reassign or transfer any union officer from his/her current section or unit without informing the Union.

ARTICLE VI. PROBATIONARY PERIOD AND CONVERSION TO PERMANENT STATUS

⁵**Section 1.** The probationary period of employment after which an employee shall be made permanent is three (3) months for those in Group 1, and six (6) months for those in Group II, as outlined in Appendix A.

ARTICLE VII. PROMOTIONS

¹Section 1. Standards in Promotions. (PARTIALLY AGREED TEXT) In cases of promotion, the University shall be governed by the following norms in order of importance:

- a. Ability;
- b. Efficiency; and
- c. Qualifications, including experience in performing the job functions required.

ARTICLE VIII. JOB SECURITY AND LAY OFF

¹Section 1. Lay-Offs. Should the University at some point find it necessary to make changes that might affect the organization size and/or profile of the workforce, the University shall explore all possible options, such as re-training and, if feasible, parallel transfer within the University and will help ensure 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; and
- c. Probationary employees

⁴Section 2. Notice. The University shall notify in writing the Union and the affected covered employee 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 when the employment will be terminated by reason of redundancy or retrenchment.

¹Section 3. Special Early Retirement Program (SERP). (PARTIALLY AGREED TEXT)

2. Affected employees will receive SERP equivalent to two (2) months salary for every year of service, tax free, and on top of other benefits due him or her, 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 benefit shall be as provided by law.

¹Section 4. Retrenchment. (PARTIALLY AGREED TEXT)

2. The order of retrenchment shall be governed by the following norms, in the order of importance:
 - a. Ability;
 - b. Efficiency; and
 - c. Qualifications, in performing the available work.

All other things being equal, continuous length of service in the University shall apply in accordance with the principle of "Last In, First Out."

⁴**Section 10. Employees with Handicaps or Disabilities.** If conditions warrant, the load of a covered employee (worker) who is handicapped shall be adjusted or he/she may be transferred to some less tedious available position without pay reduction provided that said covered employee is found fit and qualified for said position.

ARTICLE IX. WAGES

¹**Section 5. Government-Mandated Increases.** 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 University during the life of this Agreement shall form part of the pay adjustments guaranteed in this Agreement.

ARTICLE XIII. OVERTIME AND REST DAY PAY

²**Section 1. Authorized Overtime.** Only authorized overtime work will be paid, and will be in accordance with the compensation schedule as presented in Appendix C.

²**Section 2. Overtime and Rest Day Pay Computation.** Computation of overtime and rest day pay is based on the covered employee's new gross pay as defined in Article IX.

²**Section 3. Rest Day Premium Pay.** Every covered employee who is authorized to work on his or her rest day/s shall be paid rest day premium pay in accordance with Appendix C.

²**Section 5. Union Outing/Excursion.** All union members who are authorized to and do stay for work as certified by supervisor/unit head on scheduled union outing/excursion shall be paid two hundred percent (200%) of his daily rate.

ARTICLE XIV. HOLIDAYS WITH PAY

²**Section 1. Holidays with Pay.** All covered employees shall not work but will receive regular pay for the holidays with pay which are listed in Appendix D.

²**Section 2. Entitlement to Holiday Pay.** To be entitled to holiday pay, the covered employee must not incur a leave of absence (LOA) on the full working day preceding the holiday.

²**Section 3. Work on a Holiday.** A covered employee who performs authorized work on a holiday with pay shall be paid according to the compensation schedule in Appendix C.

²**Section 4. Minimum Credit for Work on a Holiday or Rest Day.** 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. If the work rendered is more than four (4) hours, the covered employee is credited with actual hours worked.

ARTICLE XV. DEPENDENT'S ALLOWANCE

²Section 2. Where Spouses Are Ateneo Employees. If both husband and wife are covered employees, this allowance is granted only to the husband.

²Section 3. Employees on Sick Leave. Dependent's allowance shall continue to be granted during approved sick leaves, with or without pay.

²Section 4. Requirement for Initial or Additional Entitlement. For initial or additional dependent's allowance, the covered employee must submit a certified true copy of the birth certificate of each child to the Office of Human Resource Management and Organization Development.

²Section 5. Notice of Ineligibility. The covered employee shall notify the Office of Human Resource Management and Organization Development in writing if any of his/her children becomes ineligible for dependent's allowance due to marriage, gainful employment, or death within 30 days of such event.

ARTICLE XVI. FAMILY SUBSIDY

²Section 2. Where Spouses Are Ateneo Employees. If both husband and wife are covered employees, this allowance is granted only to the husband.

²Section 3. Employees on Sick Leave. The family subsidy shall continue to be granted during approved sick leaves, with or without pay.

ARTICLE XVII. UNION EDUCATIONAL BENEFITS

²Section 3. Administration of Union Educational Benefits. 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.

²Section 5. Notice. The covered 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 covered employee shall also inform the Office of Human Resource Management and Organization Development if any of his/her children enjoying the benefit stops studying or becomes ineligible for the benefit under the conditions required within 30 days from the end of the child's schooling or when the child becomes ineligible.

ARTICLE XVIII. VACATION LEAVE WITH PAY

¹Section 5. Computation of Vacation Pay. 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.

¹Section 8. Cash Conversion at the End of Employment. Unused vacation leave credits may also be converted to cash and paid to the employee upon the termination of his/her employment.

ARTICLE XIX. SICK LEAVE WITH PAY

²Section 4. Submission of Medical Certificate. Sick leave is for personal illness or injury only. For sick leaves covering three (3) consecutive working days or three (3) working days or more in a month, the covered employee must present a medical certificate together with a sick leave application.

²Section 5. Medical Examination. The University has the right to have its doctor examine, at its expense, any covered employee who is on sick leave with pay. Refusal by the covered employee to undergo the 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).

²Section 7. Conversion to Cash Equivalent. Unused sick leave credits shall be converted automatically into their cash equivalent at the end of each fiscal year, and shall be released in lump sum to the covered employees concerned two (2) months after the end of the fiscal year.

²Section 8. Cash Conversion at the End of Employment. Upon termination of employment, all earned unused sick leave credits for the current year are converted to cash and released in lump sum to the covered employee.

ARTICLE XX. LINE OF DUTY INJURY AND ACCIDENT

²Section 1. The University agrees that any line of duty injury or accident shall be considered company loss time. As such, the University shall give the covered employee the difference between the SSS EC Benefit and the employee's salary at the time of injury.

ARTICLE XXI. EMERGENCY LEAVE WITH PAY

²Section 1. Entitlement. All 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.

¹Section 2. Instances of Use. (PARTIALLY AGREED TEXT) 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 University 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. ²Occasion when the employee's presence is required by law e.g., appearance in a court case (covered employee must present subpoena or notice of hearing and proof of attendance for the first appearance; and only proof attendance for subsequent hearings).
- e. Other reason which the University 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.

²Section 3. Notice. Whenever possible, the covered employee should give his/her supervisor prior notice.

²Section 4. Non-Cumulative and Non-Convertible. The emergency leave benefit does not accumulate and cannot be converted to cash.

ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE

²Section 1. Bereavement Leave. The University 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 covered employee upon presentation of a certified true copy of registered death certificate.

²Section 2. Bereavement Assistance. For the death of legitimate spouse, legitimate children, parents, parents-in-law, brother or sister, the University will grant bereavement assistance per employee family amounting to Eleven Thousand Pesos (P11,000.00).

ARTICLE XXIII. UNION LEAVE WITH PAY

¹**Section 3.** The University agrees to allow officers and members of the Union to go on union leave with pay 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.

¹**Section 4.** The University 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: (i) conducting an ocular inspection of the venue for the summer outing; and (ii) taking care of physical arrangements and logistics for the summer outing.

ARTICLE XXIV. HEALTH CARE

³**Section 2. Medical and Dental Services.** All covered employees are entitled to emergency medical and dental services of the University.

³**Section 3. Physician.** The professional services of a physician can be availed of through an accredited health provider on campus or in nearby location.

Article XXV. GROUP LIFE INSURANCE COVERAGE

³**Section 1.** The University shall grant free group life insurance coverage of P200,000.00 to each covered employee.

Article XXVI. RETIREMENT

³**Section 1.** The University and the Union shall periodically review the existing 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

¹**Section 1. Declaration of Policy.** The University 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 University and the Union.

¹**Section 2. Definition of Grievance.** A grievance is defined as any dissatisfaction arising out of the interpretation and application of any provision or provisions of this Agreement.

¹**Section 3. Definition of Complaint.** A complaint is any dissatisfaction which does not involve the interpretation or the application of this Agreement but which arises from the employment relationship.

¹Section 4. Filing of Grievance or Complaint. 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.

¹Section 5. Expeditious Resolution. The University and the Union agree that grievances and complaints shall be processed and resolved expeditiously at times mutually convenient to their representatives.

¹Section 7. Initial Discussion of Grievance or Complaint. 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.

¹Section 8. Appeal. 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, the latter 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:

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

*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:

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

³**Section 9.** The written resolution of the grievance or complaint 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.

³**Section 10.** The members of the panel of arbitrators shall be chosen by both the University 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 University and the Union.

³**Section 11.** The Union will be given an official notice of the decision by the President or his designate on grievances and complaints.

¹**Section 12. Expenses of Arbitration.** The expenses involved in the arbitration shall be shared as follows: one-third shouldered by the Union, and two-thirds shouldered by the University.

Article XXVIII. NO STRIKE, NO LOCKOUT

¹**Section 1.** During the term of this Agreement, the University 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 University 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

¹**Section 1. Waiver.** The University 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.

¹**Section 2.** Therefore, both the University 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 matter specifically or indirectly referred to or considered in this Agreement, for as long as this Agreement is in effect.

¹Section 3. Compliance with the Labor Code. The University and the Union mutually agree that this Agreement is subject to all provisions of the Labor Code and any future legislation.

¹Section 4. Prerogatives of the University. Nothing in this Agreement shall be considered as a waiver of any inherent and fundamental functions of the University, 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

¹Section 1. Cost of Printing. The cost of printing this Agreement shall be shouldered by the University.

¹Section 2. Registration of the Agreement. The Union shall provide the University with copies of the Agreement duly registered with the DOLE. Thereafter, the University shall provide Union members with copies of the Agreement in booklet form within 60 days.

¹18 August 2017

²17 November 2017

³21 November 2017

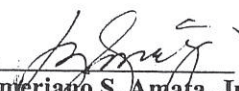
⁴24 November 2017

⁵28 November 2017

⁶01 December 2017

Note that all numberings are provisional and will be finalized during the finalization of the CBA.

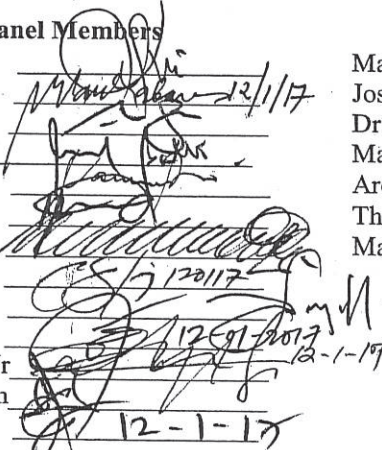
CONFORME


Noneriano S. Amata, Jr.
Chairperson
Union Panel


Fr. Jose Mario C. Francisco, S.J.
Chairperson
Administration Panel

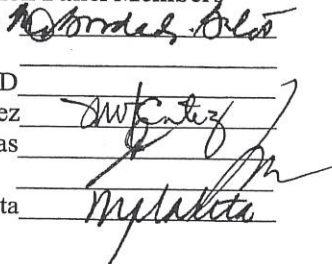
Union Panel Members

Esteban B. Acain
Benito Paul S. Rabara
Albert T. Sadia
Leonardo C. Balet
Rico G. Narciso
Damian M. Palmero
Rogelio P. Macarilay
Remelito C. Salinas
Nemesio M. Digos
Salvador D. Andal
Waldo C. Calubaquib, Jr.
Christopher D. Calderon
Jesus E. Manuel
Roderick D. Seruelas


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Administration Panel Members

Ma. Aurora B. Bulatao
Jose F. Santos
Dr. Luis F. Dumlaog PhD
Maria Victoria T. Cortez
Arch. Michael M. Canlas
Thelma G. Paderno
Marie Joy A.A. R. Salita


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RE : IN THE MATTER OF THE LABOR DISPUTE AT
 ATENEO DE MANILA UNIVERSITY
 RCMB-QC-NS-12-0013-2017

AGREEMENT

In the interest of industrial peace and to maintain harmonious relationship at the University, the parties herein agreed to the following:

CBA ITEMS	4 th Year	5 th Year
1. General Wage Increase	4% of the current salary	3.5% of the current salary
2. Merit Increase with salary cap and grading calibration as prescribed by the University.	5% maximum	5% maximum
3. Rice Allowance	P1,500/month	
4. Signing Bonus	P3,200	
5. Effectivity	Full retroactivity (June 1, 2017)	
6. Other Benefits	Status Quo (Year 3)	

Upon signing of this Agreement, the Union shall lift its picket and forego any further concerted actions and thereafter report/return to work immediately. Parties enjoin themselves to maintain peace in accordance with law. In view of the foregoing, the issues raised in this Notice/Actual Strike are deemed settled.

Parties shall formally sign the renewal of their Collective Bargaining Agreement on 27 February 2018 @ 2:00 PM to be held at the Office of the Secretary of Labor and Employment.

Signed on this 23rd February 2018 at Ateneo De Manila University, Loyola Heights Campus, Quezon City.

FOR THE UNION :

NOMERIANO AMATA JR.
 Union President

ESTEBAN ACAIN
 Vice President

REMELITO SALINAS
 Chairman of the Board

BENITO PAUL RABARA
 Secretary

FOR THE UNIVERSITY :

FR. JOSE MARIO FRANCISCO, SJ
 University Administration Panel Chair

MA. AURORA BULATAO
 Co-Chair

THELMA PADERO
 Member

MICHAEL CANLAS
 Member

MARIE JOY SALITA
 Member

LUIS DURLAO
 Member

HACELFEOT T. CUARES
 Conciliator-Mediator

ATTESTED BY:

ERICSON L. IGUAL
 Conciliator-Mediator

**RE: IN THE MATTER OF THE LABOR DISPUTE AT
ATENEO DE MANILA UNIVERSITY
RCMB-QC-NS-12-0013-2017**

AGREEMENT

In the interest of industrial peace and to maintain harmonious relationship at the University, the parties herein agreed to the following:

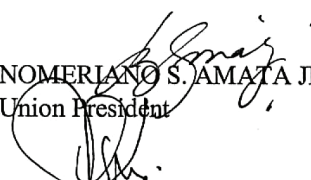
CBA ITEMS	4th Year	5th Year
1. General Wage Increase	4% of the current salary	3.5% of the current salary
2. Merit Increase with salary cap and grading calibration as prescribed by the University	5% maximum	5% maximum
3. Rice Allowance	P1,500.00/month	
4. Signing Bonus	P3,200.00	
5. Effectivity	Full retroactivity (June 1, 2017)	
6. Other Benefits	Status Quo (Year 3)	

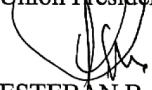
Upon signing of this Agreement, the Union shall lift its picket and forego any further concerted actions and thereafter report/return to work immediately. Parties enjoin themselves to maintain peace in accordance with law. In view of the foregoing, the issues raised in this Notice/Actual Strike are deemed settled.

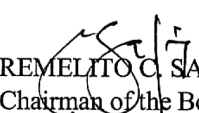
Parties shall formally sign the renewal of their Collective Bargaining Agreement on _____ at _____ to be held at the _____.

Signed on this 27th February 2018 at the Office of the Secretary of Labor and Employment, Intramuros, City of Manila.

FOR THE UNION:

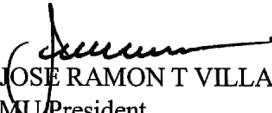

NOMERLANO S. AMATA JR.
Union President


ESTEBAN B. ACAIN
Vice President

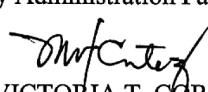

REMELITO C. SALINAS
Chairman of the Board

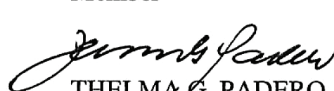

BENITO PAUL S. RABARA
Secretary

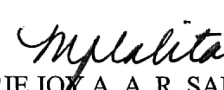
FOR THE UNIVERSITY:


FR. JOSE RAMON T. VILLARIN SJ
ADMU President

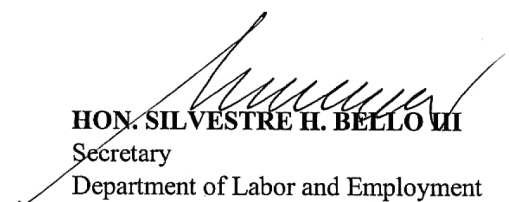

FR. JOSE MARIO C. FRANCISCO SJ
University Administration Panel Chair


MARIA VICTORIA T. CORTEZ
Member


THELMA G. PADERO
Member


MARIE JOY A. A. R. SALITA
Member

ATTESTED BY:


HON. SILVESTRE H. BELLO III
Secretary
Department of Labor and Employment


HON. SHIRLEY M. PASCUAL
Deputy Executive Director
National Conciliation and Mediation Board

Annex to the Agreement signed on February 23 and 27, 2018:

SALARY CAP	
IPL	AMOUNT
2	32,210.00
3	36,603.00
4	38,067.00
5	39,531.00
6	40,995.00
7	42,459.00
8	46,851.00
9	49,779.00
10	51,244.00

TABLE OF MERIT INCREASE EQUIVALENTS (With Salary Cap)	
Performance Appraisal Ratings of Union Members	
New Eval Form	MI %
5.6 - 6.0	5.0
5.1 - 5.5	4.0
4.6 - 5.0	3.0
4.1 - 4.5	2.5
3.6 - 4.0	2.0
3.1 - 3.5	1.5
2.6 - 3.0	1.0
2.5 and below	0



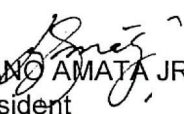
MEMORANDUM OF AGREEMENT

Further to the settlement agreement dated 23 February 2017, the Parties herein agreed as follows:

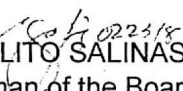
1. The University, Ateneo De Manila University, shall grant the Union, Ateneo Employees and Workers Union, the amount of one million five hundred thousand pesos (P1,500,000.00), to be released in two tranches: eight hundred thousand pesos (P800,000.00) upon signing and remaining seven hundred thousand pesos (P700,000.00) in June 2018, as social welfare fund such as educational assistance, etc., for members and dependents of the Union;
2. The Union in return shall provide the University update/s on an annual basis regarding the utilization of the said seed fund; and
3. Through the Labor Management Council, the appraisal system shall be discussed including the appropriate feedback mechanism.

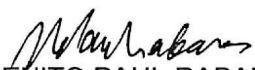
Signed on this 23rd of February 2018 at Ateneo De Manila University, Loyola Heights, Campus, Quezon City.

FOR THE UNION :

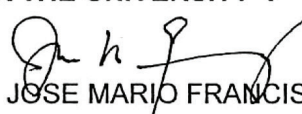

NOMERIANO AMATA JR.
Union President

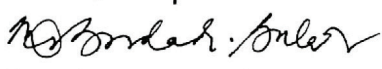

ESTEBAN ACAIN
Vice President

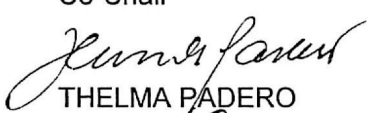

REMELITO SALINAS
Chairman of the Board


BENITO PAUL RABARA
Secretary

FOR THE UNIVERSITY :

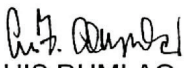

FR. JOSE MARIO FRANCISCO, SJ
University Administration Panel Chair

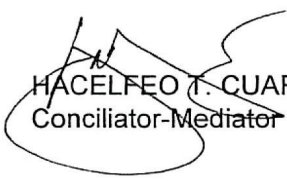

MA. AURORA BULATAO
Co-Chair


THELMA PADERO
Member


MICHAEL CANLAS
Member


MARIE JOY SALITA
Member


LUIS DUMLAO
Member


HACELFEO T. CUARES
Conciliator-Mediator

ATTESTED BY:


ERICSON L. IGUAL
Conciliator-Mediator

MEMORANDUM OF AGREEMENT

Further to the settlement agreement dated 27 February 2018, the Parties herein agreed as follows:

1. The University, Ateneo de Manila University, shall grant the Union, Ateneo Employees and Workers Union, the amount of one million five hundred thousand pesos (Php1,500,000.00), to be released in two tranches: eight hundred thousand pesos (Php800,000.00) upon signing and remaining seven hundred thousand pesos (Php700,000.00) in June 2018, as social welfare fund such as educational assistance, etc., for members and dependents of the Union;
2. The Union in return shall provide the University update/s on an annual basis regarding the utilization of the said seed fund; and
3. Through the Labor Management Council, the appraisal system shall be discussed including the appropriate feedback mechanism.

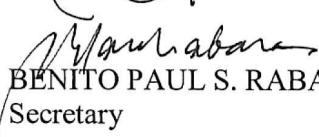
Signed on this 27th day of February 2018 at the Office of the Secretary of Labor and Employment, Intramuros, City of Manila.

FOR THE UNION:


NOMERIANO S. AMATA JR.
Union President


ESTEBAN B. ACAIN
Vice President


REMELITO C. SALINAS
Chairman of the Board


BENITO PAUL S. RABARA
Secretary

FOR THE UNIVERSITY:


FR JOSE RAMON T. VILLARIN SJ
ADMU President

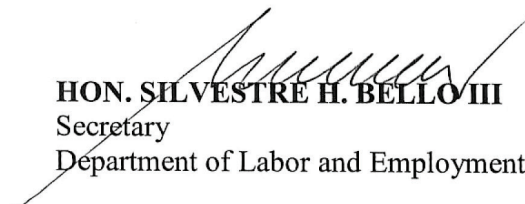

FR. JOSE MARIO C. FRANCISCO SJ
University Administration Panel Chair


MARIA VICTORIA T. CORTEZ
Member


THELMA G. PADERO
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MARIE JOY A. A. R. SALITA
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ATTESTED BY:


HON. SILVESTRE H. BELLO III
Secretary
Department of Labor and Employment


HON. SHIRLEY M. PASCUAL
Deputy Executive Director
National Conciliation and Mediation Board