ATENEO DE MANILA UNIVERSITY and
ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION
CBA NEGOTIATION

MINUTES OF THE MEETING – CTC 413
7 September 2022

AGENDA:

- Approval and Signing of CBA Ground Rules
- Discussion of CBA Negotiation Flow

ATTENDEES:

For AEWU: 1. Raymond C. Tano 2. Ricky A. Gutierrez 3. Christy Joy R. Summer 4. Roselle C. Cruz 5. Angelo D. Enriquez 6. Rico G. Narciso 7. Eugine U. Bulatao 8. Julieta T. Ramos 9. Nolan P. Villena 10. Rogelio S. Ansano III 11. Rene C. Salinas 12. Richard S. Yap 13. Waldo C. Calubaquib, Jr. 14. Salvador D. Andal 15. Christopher E. Bron **Observer:** Adriano G. Ferrer	**For ADMIN:** 1. Jose Mario C. Francisco, SJ 2. Ma. Aurora B. Bulatao 3. Arch. Michael M. Canlas 4. Luis F. Dumlao, PhD 5. Carmela C. Oracion, EdD 6. Atty. Alma Renee R. Pavia 7. Marie Joy AA R. Salita 8. Joaquin Jose Mari C Sumpaico III, SJ
Assisted by: 1. Atty. Arvin C. Dolendo	**Assisted by:** 1. Atty. Edgardo Roman Manuel C. Balois 2. Atty. Maria Caterina Cristina R. Lopa
	Secretariat: 1. Tomas L. Testa IV 2. Kaye Angela B. Andrada 3. Zaira Camille P. Cabaron

I. **QUORUM:** Declared at around 9:28 a.m.

II. **MEETING PROPER:**

1. Introduction of Resource Persons of both Panels.

   For UNION – Atty. Arvin C. Dolendo
   For ADMIN – Atty. Edgardo Roman Manuel C. Balois and Atty. Maria Caterina Cristina R. Lopa.

2. Introduction of UNION Panel and ADMIN Panel Members.

3. Introduction of Union Observer – Mr. Adriano G. Ferrer.

4. Prayer led by Ms. Marie Joy A A R. Salita.

5. Review of the CBA Ground Rules. Since there were no corrections, the CBA Ground Rules was approved and signed by all members of both Panels.

6. ADMIN proposed that each Panel present an overview/introduction of their respective proposal/counterproposal. UNION agreed to ADMIN's proposal.

7. ADMIN proposed a 30-minute recess for preparation of both Panels.

8. Recess: 10:00 a.m.

9. Resumed at 10:57 a.m.

10. UNION talked about their proposal.

    a. **Article I. Union Recognition**, Section 1 is AS IS with CBA 2014-2019 and MOA 2017-2019.
    b. **Article II. Union Security**, Section 1, as agreed in the CBA Ground Rules, "Administration" will be used instead of "University".

11. ADMIN clarified that the formal negotiation process has not yet begun. Both Panels only need to present an overview/introduction of their respective proposal/counterproposal.

12. ADMIN suggested that the UNION might be able to provide context and reasons for the new provisions in the UNION's proposal.

13. It is the UNION's position that their proposal under **Article IX. Wages**, Section 3is justifiable because of the following reasons:

    a. In the previous CBA cycle, the Administration was able to offer Php350
    b. Two (2) years of no salary increase for all University employees
    c. The University did not experience economic crisis during the pandemic (it did not close, "di nalugi", there are still enrollees, savings because there are no employees and students in campus)

14. ADMIN inquired about the rationale behind the UNION's proposed bracketing of service years as the basis for salary increase (less than 11 years then stratified every 6 years thereafter).

15. UNION explained that the previous set of AEWU Officers wanted the new employees to have enough salary increase. They found it unfair for the more tenured employees also because of the salary cap. UNION also clarified that their category of tenure is based on seniority, ranking, and skills.

16. Regarding their proposal under **Article IX. Wages**, Section 6. Wage Distortion, the UNION explained that: "inaabot ng bagong employees na minimum wage earners yung sweldo ng mas tenured na minimum wage earners din".

17. The UNION inquired if the University adjusts salaries accordingly when the government increases minimum wage, to which the ADMIN Panel responded in the affirmative. ADMIN Panel also confirmed that the formula being used is that which is prescribed by the DOLE.

18. **Article X. Signing Bonus**, Section 1. It is the UNION's position that since there was no salary increase for two (2) years and the University did not experience economic crisis, the PhP10,000.00 Signing Bonus will be helpful for the Union members and "pambawi lang sa pandemic".

19. **Article XI. Rice Allowance**, Section 1. It is the UNION's position that the proposal is justified because of the current increase in prices of rice and commodities.

20. Lunch break at 11:38 a.m.

21. Resumed at 2:00 p.m.

22. ADMIN asked if there are any additional comments on the UNION's introduction, and there being none, the ADMIN presented the overview/introduction of its counterproposal.

23. ADMIN stated the effects of the pandemic and the experiences that were faced by everyone.

24. ADMIN also narrated the experiences that were faced by the University.

25. ADMIN explained the impact of the pandemic to the students. Teachers needed to undergo extensive training because they had difficulty transitioning to an online/hybrid mode of instruction using Canvas. The University also chose to keep the staff and faculty instead of resorting to retrenchment.

26. ADMIN said that the audited Financial Statement will be submitted to SEC and a copy shall be provided to the UNION once available.

27. ADMIN stated that the counterproposal required the completion of data from enrollment. The University was still waiting for student enrollment movements because the University of the Philippines had a late enrollment, and students who transfer to the University of the Philippines will withdraw from the Ateneo, affecting actual enrollment figures.

28. ADMIN said that the additional increments that were proposed by the UNION in rice allowance, Dependents' Allowance were reviewed by the ADMIN taking into consideration all relevant factors. While the pandemic was an eye-opener and a test of patience for all, ADMIN

encouraged the UNION not to lose sight of the bright spots during the pandemic, including the assistance, *bayanihan*, etc.

29. UNION reiterated that they are easy to deal with and as much as possible they want that issues will be settled within the University. They expressed their gratefulness for the accommodations of the University during the pandemic, including the fact that no employees were retrenched.

30. UNION reiterated its position that the proposed amounts that they are asking for are the amounts that were not given in the last 3 years. It is also the UNION's position that the assistance extended by the University during the pandemic was "not enough", especially for the maintenance personnel.

31. ADMIN replied that since there were no tuition increases in the last two years, there was really no basis to demand an increase for that period. If there will be an increase in salaries (to include the past two years, 2020-2021 and 2021-2022) or covering 3 years of adjustments, it would require a greater tuition increase than what is currently being implemented, which if at all possible, would greatly affect our students negatively.

32. It is the UNION's position that they are the ones most severely impacted by the pandemic.

33. ADMIN then explained that they applied 5 years of bracketing in wages, following the retirement plan computation for the employees.

34. Following its introduction to the counterproposal, ADMIN suggested that the Parties group the articles based on its subject (e.g., All articles pertaining to wages is one group, and all articles pertaining to benefits will be another group, etc.) so both panels may focus on the articles by group and discussions would be more correlated. The suggestion was based on past experience during the last CBA Negotiation cycle where there was a lot of "jumping" from one interrelated provision to another. UNION asked for time to consider ADMIN's suggestion.

35. Recess: 2:35 p.m.

36. Resumed: 3:06 p.m.

37. UNION suggested the approval of "As Is" provisions first, then ~~insists~~ insisted on negotiating the remaining items on a per provision basis and in chronological order (as in the CBA/MOA) since grouping the provisions might result in a longer time to discuss. Should both Panels agree on a provision, then, the Panels should already sign it off. If no agreement is reached, then both Panels will agree to "to be continued" a provision for further discussion, and not necessarily defer the provision right away.

38. ADMIN explained the consequences if discussion moves on a per provision basis. Provisions might go back and forth and might take longer since some provisions are related to other provisions. UNION stated that if there is a difference of opinion on a provision, the provision related to it will be opened. ADMIN inquired as to how the related articles would be discussed if both Panels had already agreed on an earlier provision. UNION stated that if there are disagreements, both panels may mutually agree to re-open discussions on agreed provisions or "to be continued" a provision for further discussion, and not necessarily defer the provision right away.

39. ADMIN clarified on what is the reference of the "As Is" provisions indicated in the UNION's Proposal since some "As Is" are from the 2014-2019 CBA (2014-2017) while others are from the 2017-2019 MOA and 2019-2022 MOA. ADMIN said that some provisions are different and they would like to clarify if the said provision is from the CBA or the latest MOA. UNION was also confused because the MOAs were not explained to them by the previous leadership. They clarified that the latest provision, whether from the CBA or the MOA, will be followed. ADMIN asked if the Union can also check again their "As Is" provisions.

40. SECRETARIAT suggested that if both panels would agree, the SECRETARIAT would prepare a document combining the "As Is" provisions of both Panels so that it would reduce the items for discussion.

41. COUNSEL OF THE UNION said that the MOA supersedes the prior provisions. It shall be considered as the last modified provision and will be followed. This is what the UNION meant in their proposal with "As Is" provisions.

42. UNION, through their counsel Atty. Dolendo, suggested that when provisions are agreed upon, the MOAs will be superseded and all MOA items will be incorporated in the 2022-2024 CBA. The secretariat of both panels will meet to compare the final CBA agreement.

43. ADMIN suggested that it will be easier if all the "As Is" provisions from both panels will be compressed into one document to be reviewed in the next meeting. For this purpose, the SECRETARIAT will prepare the summary of "As Is" provisions in its entirety for the review of both panels.

44. ADMIN asked about the process of negotiation by item by item provisions, as proposed by the UNION. Specifically, ADMIN asked if provisions are mutually deferred three (3) times, it will be considered a deadlocked provision.

45. UNION said that as long as the provision is not deferred, the Panels will continue its discussion as suggested by the ADMIN, especially when time runs out during any meeting.

46. UNION requested that the Minutes of the Meeting be sent to them by Tuesday morning along with the tabulated "As Is" provisions for their review.

47. Recess: 3:31 p.m.

48. Resumed at 4:00 p.m.

49. ADMIN stated that all provisions that both Panels agreed to keep "As Is" will be discussed at the next meeting. The SECRETARIAT will prepare a consolidated document of "As Is" provisions. After the review of the "As Is" provisions, both Panels will further explain their proposals and agree how to move forward with the negotiations proper, per the Ground Rules.

50. UNION will lead the prayer for the next meeting.

51. The meeting was adjourned at 4:13 p.m.

FOR THE UNION:	**FOR THE ADMINISTRATION:**
RAYMOND C. TANO	**JOSE MARIO C. FRANCISCO, SJ**
President	**Co-Chairperson**