

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

**MINUTES OF THE MEETING - FABER HALL 101
5 October 2022**

AGENDA:

- Approval of the Minutes of the Meeting for 28 September 2022
- Run through of the Provisions with Possibly Similar Formulation

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. Eugene U. Bulatao 8. Julieta T. Ramos 9. Nolan P. Villena 10. Rogelio S. Ansano III 11. Richard S. Yap 12. Waldo C. Calubaquib, Jr. 13. Salvador D. Andal 14. Christopher E. Bron Observer: David G. Panogadia	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. Joaquin Jose Mari C. Sumpaico III, SJ Observer: Rowena S. Castillo
Assisted by: 1. Atty. Arvin C. Dolendo	Assisted by: 1. Atty. Edgardo Roman Manuel C. Balois 2. Atty. Maria Caterina Cristina R. Lopa 3. Atty. Rafael E. Khan
	Secretariat: 1. Tomas L. Testa IV 2. Kaye Angela B. Andrada 3. Zaira Camille P. Cabaron

I. QUORUM: Declared at around 9:30 a.m.

II. MEETING PROPER:

1. Meeting presided by Ms. Ma. Aurora B. Bulatao.



2. Prayer led by Arch. Michael M. Canlas.
3. Introduction of Admin Counsel, Atty. Rafael E. Khan.
4. Introduction of the Admin Observer – Ms. Rowena S. Castillo.
5. Review of the Minutes of the 28 September 2022 Meeting.
6. The ADMIN clarified that the appendices were already updated and included in the ADMIN proposal and will be for further review of both Panels later on.
7. Since there were no corrections, the Minutes of the 28 September 2022 Meeting was approved and signed by both Panels.
8. Panels discussed the Provisions with Possibly Similar Formulation dated 4 October 2022. This includes items with slight changes in wordings.

- **Article I. Union Recognition**

- Section 1**

- "The Administration recognizes the Union as the sole and exclusive collective bargaining agent for all regular/permanent employees in the following 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 this Agreement hereof."
- To be moved to the identical provisions from the UNION and ADMIN.

- **Article II. Union Security**

- Section 1. Union Security Clause**

- "The Administration agrees to require as a condition for continued employment of all regular/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 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 gaining regular/permanent employment status."

- To be moved to the identical provisions from UNION and ADMIN.

- Section 5. Binding Effect of Agreement on Third Parties**

- Typographical error on UNION's proposal where "OF" was used instead of "OR". UNION confirmed that "OR" is the correct word.



- To be moved to the identical provisions from UNION and ADMIN.

- **Article IV. Prerogatives/Functions of the Administration**

- Both Panels agreed to use Prerogatives/Functions of the Administration.

Section 1. Prerogatives/Functions of the Administration

- Add back "d) To maintain discipline and efficiency among its employees;"
- "i) To practice the usual prerogatives/functions of the Administration in operating the University.

The exercise by the Administration of these prerogatives/functions shall continue to be done in accordance with law, in a just and humane manner, always consistent with the provisions of the Parties' Collective Bargaining Agreement. "

- To be moved to the identical provisions from UNION and ADMIN.

- **Article V. Union Rights and Privileges**

Section 1. Exercise of Rights

- "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 as long as this participation does not infringe on the rights/prerogatives/functions of the Administration as provided for in Article IV, Section 1 of this Agreement and as provided for by law.

The exercise by the Union of these rights shall continue to be done in accordance with law, in a just and humane manner, and always consistent with the provisions of the Parties' Collective Bargaining Agreement."

- To be moved to the identical provisions from UNION and ADMIN.

Section 2. Union Bulletin Board

- To be discussed.

Section 3.

- To be discussed.

Section 5. Notice of Reassignment or Transfer

- To be discussed.

Section 7. Job Vacancy within the Scope of the Union

- To be discussed.

Section 8. Next of Kin as First Priority of Employment

- To be discussed.

- **Article VII. Promotion**

- Section 1.**

- To be discussed.

- **Article VIII. Job Security and Lay Off**

- Section 1. Lay Offs**

- To be discussed.

Section 3. Special Early Retirement Program (SERP)

CBA 2014-2019 (No. 1)

MOA 2017-2019 (Nos. 2 and 3)

- "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 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."

- To be moved to the identical provisions from UNION and ADMIN.

Section 4. Retrenchment

- To be discussed.

Section 7. Contracting Out of Services

- "All contracting out of services shall be in accordance with law. At the same time, the Administration guarantees that maintenance work within school unit buildings will not be contracted out. If any contracting out of services is found by competent authority to be in violation of law with finality, the contractual employees shall be deemed regular/permanent employees of the University and/or such other relief as may be granted/ordered."

- To be moved to the identical provisions from UNION and ADMIN.

9. Break at 10:34 a.m.

10. Resumed at 10:54 a.m.

11. Introduction of Union Panel observer – Mr. David G. Panogadia.

- **Article IX. Wages**
Section 6. Wage Distortion
 - To be discussed.
- **Article X. Signing Bonus**
 - To be discussed.
- **Article XI. Rice Allowance**
 - To be discussed.
- **Article XIII. Overtime Pay and Rest Day Pay**
Section 3. Rest Day Premium Pay
 - To be moved to the identical provisions from UNION and ADMIN.

Section 4.

- Union confirmed that their proposal to retain this provision "as is" refers to the formulation in the 2014-2019 CBA, which reads: "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."
- To be moved to the identical provisions from UNION and ADMIN.

Section 5. Union Outing/Excursion

- To be moved to the identical provisions from UNION and ADMIN.

- **Article XIV. Holidays with Pay**
 - Sections 1-4 have identical provisions from UNION and ADMIN.
- **Article XV. Dependent's Allowance**
Section 1.
 - To be discussed.
- **Article XVI. Family Subsidy**
Section 1.
 - To be discussed.
- **Article XVII. Union Educational Benefits**
Section 2.
 - To be discussed.

Section 4.

- "If both husband and wife are covered employees, only one of the spouses may claim the benefit, and the election of which spouse is only done once."

NOTE: UNION agreed with the ADMIN proposal

- To be moved to the identical provisions from UNION and ADMIN.

Section 6.

- To be discussed.

Section 7.

- To be discussed.

- **Article XVIII. Vacation Leave with Pay**

Section 1.

- To be discussed.

Section 2.

- To be discussed.

Section 3.

- To be discussed.

Section 7. Unused Vacation Leaves

- Fiscal year in item c. changed from March 31 to May 31. This has been the practice since the shift in the calendar/fiscal year.

NOTE: UNION agreed with the ADMIN proposal

- To be moved to the identical provisions from UNION and ADMIN.

- **Article XIX. Sick Leave with Pay**

Section 1.

- To be discussed.

Section 2. Advanced Use of Sick Leave Credits

- To be discussed.

Section 9.

- To be discussed.

- **Article XXI. Emergency Leave with Pay**

Section 1.

- To be discussed.

Section 2. Instances of Use

MOA 2017-2019 (a,b,c,d,f[e])

MOA 2019-2022

- "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. Visit to a physician when required after the yearly medical exam. The letter of authority from the HMO, which shall be signed by the physician and contain the medical evaluation, shall take the place of a medical certificate.
- f. 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."

- To be moved to the identical provisions from UNION and ADMIN.

- **Article XXII. Bereavement Leave and Assistance**
Section 1.

- To be discussed.

Section 2. Bereavement Assistance

- To be discussed.

- **Article XXIII. Union Leave with Pay**
Section 1.

- To be discussed.

Section 2.

- To be discussed.

- **Article XXIV. Health Care**
Section 1.

- To be discussed.

Section 3. Physician

Handwritten signature and initials in blue ink, located at the bottom left of the page.

- The professional services of a physician can be availed of through an accredited health provider on campus or in nearby location.
- To be moved to the identical provisions from UNION and ADMIN.
- **Article XXV. Group Life Insurance Coverage**
 - Section 1.**
 - To be discussed.
- **Article XXVI. Retirement**
 - Section 2.**
 - To be discussed.
- **Article XXIX. Waiver**
 - Section 4. Prerogatives/Functions of the Administration**
- **Article XXXI. Term and Effectivity**
 - Section 1.**
 - To be discussed.
 - Section 2.**
 - To be discussed.

All new provisions in the Panels' respective proposals are to be discussed.

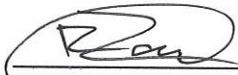
12. Following the discussion on the Provisions with Possibly Similar Formulation, ADMIN mentioned that the next step is for the Panels to make their respective presentations pursuant to the Ground Rules, which state:

Each Panel shall present their proposal/counterproposal and explain their justifications for the same, during which presentation the other Panel may ask questions and seek clarification. Negotiations on the substantive provisions of the Collective Bargaining Agreement shall commence after the presentation by each Panel of their respective proposals.

13. On the other hand, UNION proposed to proceed with negotiation proper.
14. ADMIN, citing the Ground Rules, said that the Parties should make their respective presentations first and that they would give the UNION the freedom to propose in the manner/order as they please.
15. Lunch break at 11:32 a.m.
16. Resumed at 2:00 p.m.
17. The UNION insisted on foregoing the presentation and starting on negotiations per se. ADMIN again referenced the Ground Rules and explained that it wanted to be clarified on the justification for the UNION's proposal.

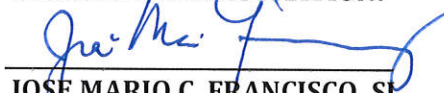
18. The UNION asked if negotiation process has not began when the Union Panel has agreed to some of the counterproposals. The Admin explained that these changes had to do with some differences in words but the proposals were mostly identical.
19. The UNION asked if they are going to restate what they have already presented in the first meeting. The ADMIN explained that the UNION shall explain their proposal and justification for their proposal in depth after which the ADMIN will also explain its counter-proposals. For instance, the ADMIN suggested that the UNION can present the references utilized by it in its wage proposal. ADMIN further explained that the context of the Panels' respective proposals and counter proposals is important as a basis or starting point for negotiation proper.
20. The UNION again pointed out that they had already explained their proposal. It is the UNION's position that there was no tuition increase but there was no shortage of enrollees. The UNION said that if they shall present again, it would just be a repetition of what they presented on the first day. UNION also apologized for stating in the first meeting that Ateneo did not experience an economic crisis during the COVID-19 pandemic.
21. The ADMIN replied that it will be up to the UNION on how they will explain their proposals. But it is important that both Panels explain their proposals, justifications, contexts, and references.
22. The UNION expressed that both Panels should proceed on talking about proposals and not to prolong the discussions by asking them to present their explanations again. The ADMIN clarified that both Panels have the desire of concluding the CBA in the fastest possible time, but the proposals need to be presented first with their justifications as agreed in the Ground Rules so that both Panels can understand where each is coming from. However, if the UNION declines to explain the justifications for its proposals, that would be the choice of the UNION. The ADMIN will then explain its justifications for its counter-proposal.
23. The UNION requested an early adjournment for them to have time to work on their presentation of their justifications for their proposals to be presented in the next meeting. The ADMIN agreed.
24. Meeting adjourned at 3:05 p.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



JOSE MARIO C. FRANCISCO, SJ
Co-Chairperson