

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

**MINUTES OF THE MEETING – CTC 413
19 October 2022**

AGENDA:

- Approval of the Minutes of the Meeting for 5 October 2022
- Presentation of UNION's proposal

ATTENDEES:

For AEWU: 1. Raymond C. Tano 2. Nolan P. Villena 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. Rhoderick N. Torres 10. Rogelio S. Ansano III 11. Richard S. Yap 12. Waldo C. Calubaquib, Jr. 13. Salvador D. Andal Observer: Alejandro E. Ogayon	For ADMIN: 1. Jose Mario C. Francisco, SJ 2. Arch. Michael M. Canlas 3. Luis F. Dumlao, PhD 4. Carmela C. Oracion, EdD 5. Atty. Alma Renee R. Pavia (morning session) 6. Marie Joy AA R. Salita Observer: Charmee S. Savellano (morning session)
Assisted by:	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 9:34 a.m.

II. MEETING PROPER:

1. Prayer led by Ms. Julieta T. Ramos.



2. Introduction of new AEWU Officers:
Vice President – Mr. Nolan P. Villena
Board Member – Mr. Rhoderick N. Torres
3. Introduction of the CBA Observers. For ADMIN Panel: Ms. Charmee D. Savellano. For UNION Panel: Mr. Alejandro E. Ogayon.
4. Review of the Minutes of the 5 October 2022 Meeting.
 - a. A note was added under **Section 4 and Section 7 of Article XVII. Union Educational Benefits** – “NOTE: UNION agreed with the ADMIN proposal”.
 - b. Re: #8 of the Minutes of the 5 October 2022 Meeting, Parties agreed to revise from “...slight changes or wordings” to “...slight changes in wording.”
5. The UNION Panel presented justifications on their proposal:
 - **Article V. Union Rights and Privileges**
Section 2. Union Bulletin Board
 - The UNION stated that there are only two bulletin boards where the UNION is allowed to put up posters. One in Gonzaga and one in the Blue Eagle Gym.
 - The UNION said that not all union members pass by the two locations where the bulletin boards are located so not all can read the posters they put up.
 - The UNION proposed that at least one bulletin board be placed in the “key units”, i.e., GS, JHS, SHS, RH, IRH, APS, JR, and CFMO.
 - ADMIN clarified that RH and IRH are already combined.
6. The ADMIN clarified that while it asked clarificatory questions, it was not yet agreeing to any of the Proposals of the UNION.
 - **Section 5. Notice of Reassignment or Transfer**
 - The UNION proposed that a notice be sent to them for the reassignment or transfer of union members, not just union officers. As justification, it is the Union’s position that members already “master” or “*gamay na ang trabaho*” in their former units, so any transfer may negatively affect their evaluations, specifically the criteria on “*pagtutupad sa gawain*”.
 - The ADMIN Panel mentioned that in implementing reorganizations, the University looks at suitability of employees to vacant positions and guides the transferred employees through a transition period. ADMIN Panel also mentioned that these transfers are helpful for the growth and development of all employees.
 - The UNION also proposed that the ADMIN advise them at least a month prior to the reassignment or transfer.
 - The UNION also proposed that a replacement should be assigned to the vacated position from where the employee was transferred. This was noted by the ADMIN Panel.

Section 7. Job Vacancy within the Scope of the Union

- The UNION proposed that the position of voluntary members be covered under the scope of the bargaining unit since the positions have already been identified as non-confidential positions. It is the position of the Union that the positions of the voluntary members should be considered "unionized".
- In relation to this proposal, the UNION proposed that the next of kin provision should be applied to the positions of the voluntary members.

- **Article VII. Promotion**

- **Section 1. Standard in Promotions**

- The UNION expressed that in their view, there is a "bata-bata/palakasan" system which is the reason why some tenured employees within the University do not get a chance to be promoted.
 - The UNION's proposal is for the tenured members within the same unit be given a chance to be promoted. It is also the UNION's position that promoting people within the same unit is advantageous because they have experience, are qualified, and know how to perform the jobs within their unit ("*may diskarte*").

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

- **Section 1. Lay Offs**

- The UNION explained that the reason behind their proposal is the law, which, per the UNION, provides that contractual employees should be laid off first before casual and probationary employees. The UNION also explained that the purpose of the proposal is to "protect" the casual employees who may later on become regular employees/union members.

- **Article IX. Wages**

- **Section 3. Wage Increase**

- It is the UNION's position that the bracketing in their proposal is clearer since "less than" is used.
 - ADMIN asked for the reason behind the year differences of the bracketing in the UNION's proposal. The UNION answered that the bracketing is allegedly based on a study conducted by Union leadership where they looked at the population of the members vis-à-vis their current salaries. It is the UNION's position that the more tenured employees should be given a higher salary increase than the new hires because they have been with the University for a long time already and those with experience of 10 years or less have not yet mastered or perfected their jobs.
 - The UNION also said that it is their position that the past increases they received are no longer competitive as compared with other Universities. The UNION did not conduct any comparative study but based on their computation, there are some tenured employees receiving a salary that is barely above minimum wage. The UNION also mentioned that there is one lab technician who moved to another University because the salary was supposedly more competitive. ADMIN Panel noted this and mentioned that these will be looked into.

7. Break at 10:45 a.m.



8. Resumed at 11:05 a.m.

- **Article IX. Wages**
Section 6. Wage Distortion
 - Same proposal with the ADMIN but the UNION added the computation, which they claim is based on the Labor Code. The UNION also mentioned that it is better to include the computation/formula in the CBA so their members can have a single reference and will no longer have to look for the computation/formula elsewhere.
- **Article X. Signing Bonus**
 - The UNION's justification is "for improvement."
- **Article XI. Rice Allowance**
 - The UNION's justification is "for improvement."
- **Article XV. Dependent's Allowance**
Section 1.
 - The UNION's justification is "for improvement."
- **Article XVI. Family Subsidy**
Section 1.
 - The UNION's justification is "for improvement."
- **Article XVII. Union Educational Benefits**
Section 2.
 - The UNION's justification is "for improvement."**Section 6.**
 - The UNION's justification is "for improvement from 65% to 100%."**Section 7.**
 - The UNION's justification is "for improvement and loan assistance."**Section 9.**
 - The UNION's proposal is to Extend the coverage of age due to K-12 program.
- **Article XVIII. Vacation Leave with Pay**
Section 1.
 - The UNION's proposal is that leaves no longer need to be earned since the University was able to give it in advance during the pandemic. Also, it allows the union member to take a leave at any time since they have the allotment of 15 days at the start of the fiscal year thus avoiding LOAs. If the leave provision is abused by the union member and LOAs are incurred, then it is the UNION's position that that is the problem of the union member.
- **Article XIX. Sick Leave with Pay**
Section 1.



- The UNION's proposal is that leaves no longer need to be earned since the University was able to give it in advance during the pandemic. Again, it allows the union member to take a leave at any time since they have the allotment of 15 days at the start of the fiscal year thus avoiding LOAs. If the leave provision is abused by the union member and LOAs are incurred, then that is the problem of the union member.
- The UNION also stated that their proposal is to keep up with the changing times and that leaves be allotted in case of a pandemic or epidemic crisis.
- Going back to the proposals "for improvement", ADMIN Panel inquired regarding the basis for the numbers in the UNION's proposal. The UNION mentioned that there were no increases for 2 years and based on the UNION's reading of the University's financial statements, they claim that the University has the capacity to give what they are asking for.
- **Article XXI. Emergency Leave with Pay**
 - Section 1.**
 - The UNION's justification is "for improvement."
 - Section 5.**
 - The UNION's justification is for the University to provide assistance and, in any case, the UNION's proposal is for a loan only.
- **Article XXII. Bereavement Leave and Assistance**
 - Section 1.**
 - The UNION's justification is "for improvement."
 - Section 2. Bereavement Assistance**
 - The UNION's justification is "for improvement of the existing provision, from PhP11,000.00 to PhP15,000.00."
 - Section 3.**
 - This is a new proposal from the Union. The justification is for the University to provide assistance for memorial plans in case of death.

9. Lunch break at 11:25 a.m.

10. Resumed at 2:14 p.m.

11. Signing of the Minutes of the 5 October 2022 Meeting.

- **Article XXIII. Union Leave with Pay**
 - Section 1.**
 - It is the UNION's position that union leave should be granted not just to the union officers, but also the union members.
 - Section 2.**
 - The UNION proposed to add "other union related activities" as justified uses of the union leave.
 - ADMIN requested that UNION provide the scope of the Union-related activities stated in their proposal for clarity. It is the UNION's proposal that union leaves should be granted even for internal union affairs such

as when they filed a Petition re: Audit of union funds, notice of arbitration against the University re LOA, and when they will move their equipment from the union office due to renovation of the Blue Eagle Gym.

- **Article XXIV. Health Care**

- Section 1.**

- The UNION's proposal is to extend the coverage of age from 21 to 23 years old due to K-12 program.

- **Article XXV. Group Life Insurance Coverage**

- Section 1.**

- The UNION's justification is "for improvement of the existing provision, from PhP300,000.00 to PhP500,000.00."

- **Article XXVI. Retirement**

- Section 2.**

- The UNION acknowledged that it is already in the law and practiced by the University. Their proposal for it to be included in the CBA is so their members can have a single reference.

- **Article XXXI. Term and Effectivity**

- Section 1.**

- The UNION's proposal is to maintain the current CBA cycle.

- Section 2.**

- The UNION's proposal is to maintain the current CBA cycle.

NEW PROPOSALS FROM UNION:

- **Solo Parent Leave**

- The UNION acknowledged that it is already in the law and practiced by the University. The proposal for it to be included in the CBA so their members can have a single reference.

- **Menstrual Leave**

- The UNION clarified the proposal for menstrual leave is only for 1 day per month, but there is no particular day.
 - The UNION also proposed that a medical certificate need not be required when this leave is availed.
 - The UNION clarified that if granted, there will be no carry over and no encashment of this leave when not utilized. Moreover, the female employees will inform OHRMOD if they already reach menopause, after which they will no longer be entitled to the menstrual leave being proposed.

- **Filial Leave**



- The UNION's justification is that this is for occasions/instances that do not fall under the existing leaves such as the enrollment of their children, PTCs, vaccinations of children, etc.
- ADMIN asked up to what grade level of the child/ren and if there is no limit on how many child/ren can be covered. The UNION answered that the proposal of having 2 days of filial leave per year is regardless of the grade level and number of child/ren.

- **Birthday Leave**

- The UNION said that based on their research, there are companies that already grant this type of leave.
- ADMIN asked what if the exact birthday falls on a holiday or weekend? The UNION answered that the leave can only be availed if one's birthday falls on a regular working day.

- **Calamity Assistance Loan**

- Additional assistance for employees that will be affected by the typhoon/s.
- ADMIN clarified what would be the level of impact for the loan. The UNION answered that it should be community-based and that the barangay can issue a certification re: employee affected by the calamity.

12. ADMIN thanked the UNION for the presentation of their justifications.

13. The UNION stated that the counter-proposal of the ADMIN is not acceptable for them.

14. ADMIN inquired regarding the UNION's statement that based on the University's financial statements, they claim that the University has the capacity to give what they are asking for. UNION clarified that they were not referring to the Audited Financial Statement (AFS) submitted to the SEC. Rather, they based it on their understanding of the tuition increment and the fact that no increase was given during the 2 years of the pandemic.

15. Secretariat distributed a list of the identical provisions, as clarified during past meetings.

16. The ADMIN will present their justifications for its proposal in the next meeting. UNION mentioned that it will be the annual physical examination of the employees in APS, but no postponement was requested/agreed upon. ADMIN also mentioned that the bar examinations will be held in ADMU during 2 Wednesdays of November, but as of date of this meeting, no postponement was agreed upon.

17. Meeting was adjourned at 2:50 p.m.

FOR THE UNION:


RAYMOND C. TANO
 President

FOR THE ADMINISTRATION:


JOSE MARIO C. FRANCISCO, SJ
 Co-Chairperson