

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

**MINUTES OF THE MEETING - CTC 413
26 October 2022**

AGENDA: ○ Approval of the Minutes of the Meeting for 19 October 2022 ○
Presentation of ADMIN's proposal

ATTENDEES:

For AEWU: 1. Raymond C. Tano 2. Christy Joy R. Summer 3. Roselle C. Cruz 4. Angelo D. Enriquez 5. Rico G. Narciso 6. Eugene U. Bulatao 7. Julieta T. Ramos 8. Rhoderick N. Torres (afternoon session) 9. Rogelio S. Ansano III 10. Richard S. Yap 11. Waldo C. Calubaquib, Jr. 12. Salvador D. Andal 13. Christopher E. Bron 14. Michael Q. Mandagan Observer: Fermin E. Omotoy	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 Observer: Carolyn M. Cabardo (afternoon session)
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 9:31 a.m.



II. MEETING PROPER:

1. Prayer led by Dr. Carmela C. Oracion.
2. Introduction of the observer for UNION Panel: Mr. Fermin E. Omotoy.
3. Introduction of new AEWU Board Member: Mr. Michael Q. Mandagan
4. Review of the Minutes of the 19 October 2022 Meeting.
 - The Union requested that the following statement be added after item 11: "The UNION stated that the counter-proposal of the ADMIN is not acceptable for them." ADMIN agreed to include this in the Minutes of the Meeting for 19 October 2022.
 - Secretariat will review the audio file of the meeting because the UNION said when they listened to their copy of the recording of the afternoon session, the line "....it was not yet agreeing to any of the Proposals of the Union" was not in that portion, i.e., 28 minutes and 6 seconds.
 - The approval of the Minutes of the 19 October 2022 Meeting will be done in the next meeting.
5. The ADMIN Panel presented justifications on their proposal:
 - Since the ADMIN Panel already explained the negative effects of the pandemic on all parties concerned, it will now focus on how educational institutions, including AdMU, responded to the pandemic.
 - During the pandemic, AdMU focused on two main principles:
 - First, it wanted to continue its mission of teaching and formation of its students; and
 - Second, it wanted to take care of all its employees, especially to prevent retrenchment or reduction of manpower.
 - ADMIN Panel presented a comparison of AdMU vis-à-vis how other similarly situated educational institutions dealt with the pandemic.
 - School A – Maintenance staff are all outsourced, non-teaching staff were retained but those who retired were no longer replaced, and there was no rehiring of probationary faculty members
 - School B – Faculty was retained but it implemented a redundancy program for lab technicians, drivers, and secretaries
 - School C – All retained during the pandemic but they are now implementing a redundancy program following a study and reorganization of the school units
 - School D – Several teaching and non-teaching staff were affected by a redundancy program that was implemented



- School E - Teaching and non-teaching staff agreed to a 25% reduction in their salaries/wages
- ADMIN Panel confirmed that these schools are similarly situated as AdMU or “peer schools” (“*ka liga*”) because it is known that smaller schools closed during the pandemic. Moreover, the comparison is made not to judge other schools but to show that schools were greatly affected by the pandemic.
- ADMIN Panel presented the state of the University during the pandemic.
 - AdMU sought to remain as “normal” as possible during the pandemic. It invested software, technology, and training teachers and staff to be able to conduct classes online. It also spent on retrofitting classrooms in preparation for on-site classes.
 - AdMU really sought not to retrench any employees, which is why we are all still here today.
 - The UNION sought clarification on what the Blue Cloud is. ADMIN answered that Blue Cloud is the branding of the transition of the University to online learning. Canvas is used by the Loyola Schools and the Professional Schools while the Basic Education uses Google Classroom.

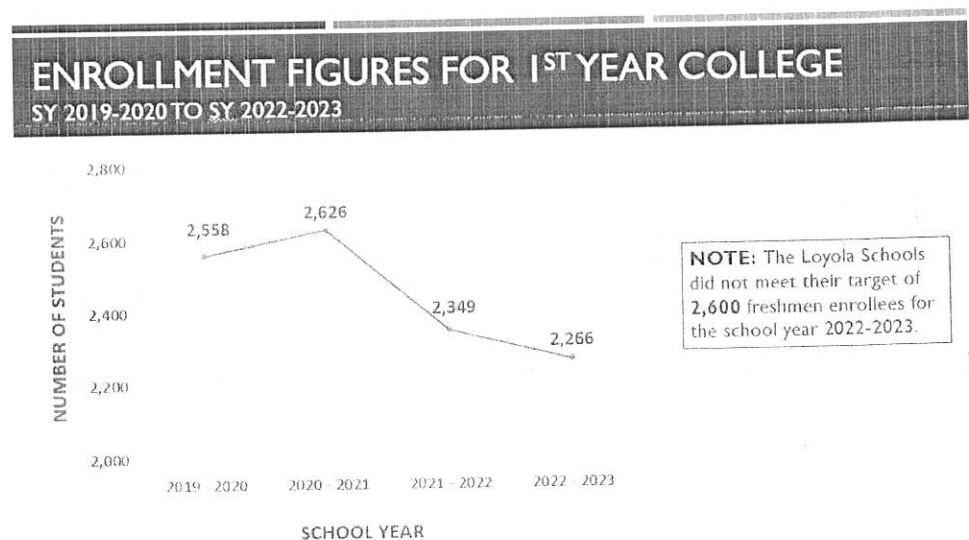
AdMU employees also received assistance during the pandemic in the form of, among others: vaccination for employees and dependents, health insurance for frontliners, solidarity fund, health and wellness allowance, and onsite work assistance for Skeletal Force (free meals, accommodations, and transportation), 1 VL per week of onsite work, Blue Aid, and Performance Bonus. All employees, rather than just a small group or subset, were helped.
- **Leaves**
 - Leave credits given by the University are more than what is required by law. These leaves are enough and the manner of granting them works (“*sapat at gumagana*”).
 - 40 leave entitlements for all Union members:
 - 15 vacation leave
 - 15 sick leave
 - 10 emergency leave
 - Additional 10 for bereavement leave in cases of death
 - Cash conversions system is not in place for additional earnings. Some companies do not practice cash conversion of unused leaves.
 - In addition to the leaves granted by AdMU, there are also holidays. In total, there are 63 paid holidays and leaves including Christmas break, Holy Week, President’s Day, St. Ignatius Day, and the Holidays declared by law. On all these days, employees are paid even if they do not report for work. If they report for work, they are granted a premium pay. This is a total of 21% of the working days per year.

- **Solo Parent Leave**
 - Not needed to be stipulated in the CBA since it is already required by law and being practiced by the University.
 - ADMIN also stated that there are already Union members who availed of the Solo Parent Leave.
 - If the UNION requires more information, AdMU is ready to conduct trainings, workshops, and seminars.
- **Filial Leave**
 - Vacation leaves can be used and utilized for the instances mentioned by the UNION in their proposal.
- **Earn, Enjoy, and Encash**
 - Responsible utilization of leaves.
 - First year, employees earn the leave. 1 month of work = 1.25 days.
 - Second year (for the Union), enjoy 5 work days VL and encash a maximum of 10 days VL.
 - Vacation Leaves can be encashed if not used.
- **Sick Leave**
 - Can be used in advance for major illnesses or during extraordinary circumstances like the pandemic
- **Going back to the state of the University during the pandemic, ADMIN Panel explained the working arrangement of UNION members:**
 - From March 15, 2020 to June 7, 2020, the Union members did not report for work and could not perform their work from home but were nevertheless paid their full salaries.
 - Thereafter, AdMU implemented a reduced work scheme where the employees who could not perform their work from home were permitted to advance the use of their leaves so they could receive their full salaries even if they did not report for work on all days.
 - When employees ran out of leaves, they were initially put on "no work-no pay" status for weeks where they did not report for work. However, upon request of certain union members, AdMU permitted them to "advance" their salaries, "*3 days lang ang kinaltas*", with the advanced salaries to be deducted when full reporting resumes. Hence:

Week 1	Report – full salary		
Week 2	Advance use of leaves	No work – no pay	Advance salary for 2 unworked days

Week 3	Advance use of leaves	No work – no pay	Advance salary for 2 unworked days
Week 4	Report – full salary		

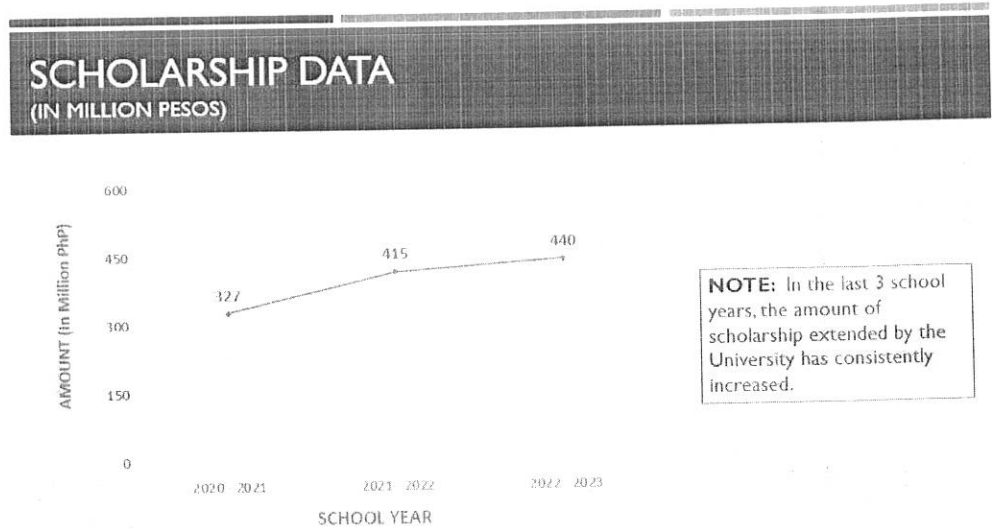
- UNION inquired re: who asked for “advance” of salaries / maximum of 3 days’ deduction of salary only. ADMIN confirmed that it was from the former UNION leadership.
 - UNION confirmed that when they were on LOA, they were only receiving Php 500.00 for weeks 2 and 3. As such, they requested that only 3 days would be deducted from their salaries on weeks when they were not made to report for work.
 - UNION confirmed that they wrote a letter to former leadership requesting that only 3 days would be deducted from their salaries on weeks when they were not made to report for work. UNION expressed their position that they were treated “like casual employees” at that time and they found it very difficult.
 - UNION President confirmed that the implementation of the LOA / Rotating Work Schedule is subject of a pending grievance and should not be discussed during CBA Negotiations.
- **ADMIN presented the enrollment figures for 1st year students in the Loyola Schools:**
 - A powerpoint presentation on enrollment data and figures was done by the ADMIN.



- Based on an average tuition fee of Php 200,000.00, this results in a loss for AdMU amounting to about Php 70 Million.

Handwritten signature/initials.

- Because of the pandemic, some parents of our students lost their jobs so scholarship requests increased.



- Even the students were negatively affected by the pandemic and more of them asked for scholarships since their parents also lost their jobs during the pandemic. It became a priority for AdMU to provide scholarships/assistance to 3rd and 4th year students to help them graduate.
 - AdMU also incurred additional costs for software, health and safety, vaccines for employees and to be donated to the LGU, as required by the government issuances, infrastructure for compliance re: safety of learning and work, i.e., purifiers and swabbing, red cross isolation facilities, vaccine sites.
 - There were also other additional unexpected expenditures needed for students and staff to provide them with a safe working/school environment in AdMU which is their second home.
- For SY 2022-2023, even though a tuition increase was implemented after seeking approval from DepEd and CHED, the University also had higher expenditures because of the increase in number of scholarships granted. Moreover, there are certain portions of AdMU's income that are "restricted" or for special purposes only such as when a donor specifies the purpose for his/her donation.
- UNION clarified if in the presentation of the ADMIN, the savings from the electrical and water bills during the pandemic was included in the presentation. ADMIN answered that the savings were put in the scholarship fund. UNION further clarified that in summary, if the University just experiences "break-even"? The ADMIN answered yes and if there were extra funds, the Blue Aid given for the past two years were from that extra fund.

[Handwritten signature]

- ADMIN Presented the economic provisions of its counter proposal vis-à-vis the current provisions of the CBA/MOAs

ADMIN - CBA 2022-2024 Proposal			
DETAILS	2021-2022	YEAR 1	YEAR 2
Signing Bonus		P3,200	
Salary Increase based on Tenure (Intervals of 5 Years)		P1,000 to P1,350 per month	P1,050 to P1,400 per month
Rice Allowance	P1,500 per month	P1,550 per month	P1,600 per month
Dependent Allowance	P560 per dependent per month	P600 per dependent per month	P600 per dependent per month
Family Subsidy	P455 per month	P500 per month	P550 per month
Union Educ Benefit (Pre-school & Grade School)	P12,550 per dependent per school year	P13,000 per dependent per school year	P13,500 per dependent per school year
Union Educ Benefit (High School & College)	P14,250 per dependent per school year	P14,750 per dependent per school year	P15,250 per dependent per school year

- The 5 year bracketing on the wage counterproposal is based on AdMU's retirement plan
 - UNION confirmed whether the last salary increase in 2019 (Php 2,250) was greater than the ADMIN's current offer. ADMIN mentioned that this should be discussed during negotiations proper.
- UNION inquired why the enrollment numbers presented were only of the freshmen of LS. ADMIN explained that this is a trend that would be continued when those freshmen go to 2nd year, 3rd year, and so on.
- UNION inquired whether ADMIN considered savings that it may have had due to the pandemic, i.e., less costs on utilities. ADMIN answered in the affirmative, but mentioned that it was from those "savings" that AdMU got the funds for additional scholarships and other costs previously enumerated.
- UNION inquired whether ADMU always "breaks even". ADMIN confirmed that usually, yes, it does, but when there is "excess", this is also shared with the employee through various means including but not limited to the Blue Aid.
- ADMIN mentioned that it gets funds for improvement of employee benefits/wages from the tuition fee increment. Historically, AdMU could increase its tuition by 10% but this year, it was only granted 5.75%. Moreover, there was no tuition fee increase in the last 2 years.

- UNION inquired if there is no TIP, there will also be no improvement in employee benefits/wages? ADMU confirmed that based on law, 70% of TIP should go to the employees. This applies to both non-profit schools like ADMU and for-profit schools like FEU.
- UNION inquired re: enrollment of freshmen of LS in 2019 vs. the present academic year. ADMIN responded that it is 2,558 in 2019 vs. 2,266 in the present academic year.

6. Lunch break at 10:55 a.m.

7. Resumed at 1:33 p.m.

8. Introduction of the observer for ADMIN Panel: Ms. Carolyn M. Cabardo

9. The ADMIN opened the negotiation proper and suggested that the identical provisions be agreed upon by both panels.

10. The UNION and the ADMIN panel formally agreed on "as is" provisions and provisions where the Parties have the same proposal.

• **Re: Article III, Sec. 2 Union Check Off.**

- i. Union revised its proposal to "as is" in its document dated 21 September 2022. The current "as is" provision is that which is found in the 2019-2022 MOA.
- ii. Parties agreed to include this in the list of identical provisions.

• **Re: Article V, Section 3. Attendance to Union Matters**

- i. Union revised its proposal to "as is" in its document dated 21 September 2022. The current "as is" provision is that which is found in the 2017-2019 MOA.
- ii. Parties agreed to include this in the list of identical provisions.

• **Re: Article V, Section 5. Notice of Reassignment / Transfer**

- i. Union indicated this as "as is" but discussed it in its presentation of justifications.
- ii. Parties agreed that this will be discussed in negotiations proper.

• **Re: Article V, Section 7. Job Vacancy within the Scope of the Union**

- i. Parties agreed that this will be discussed in negotiations proper.

• **Re: Article V, Section 8. Next of Kin**

- i. Parties agreed to include this in the list of identical provisions.

11. Parties agreed to begin negotiations proper on non-economic provisions.

- **Re: Article V, Section 2. Union Bulletin Board**

- As far as the UNION knows, they only have 2 designated bulletin boards in the Union Office (Blue Eagle Gym) and in Gonzaga. Some departments do not allow the UNION to post freely on their Bulletin Board; they still require prior consent from the department head.
- According to the OHRMOD, the UNION has bulletin boards in the Grade School, Junior High School, Loyola Schools, Rizal Library, Ateneo Professional Schools, ASMPH, and Jesuit Residences. The UNION claims that the Bulletin Board in the Grade School was removed already
- The UNION recalled that when they conducted the elections, they posted in every department's bulletin board. Ms. Charmee prohibited the UNION to post on the FMO bulletin board.
- ADMIN mentioned that all persons who wish to post announcements/posters/etc. publicly within the University should get approval first. UNION mentioned that they are allowed to post anything they want in their bulletin board in Gonzaga without the need of prior approval
- The UNION mentioned that the purpose of their proposal is for information dissemination to all its members.
- ADMIN mentioned that someone has to be responsible for the posts on Union bulleting boards. Also, everything posted there should be related to UNION activities. The UNION confirmed that everything they post on their bulletin board is subject to AdMU's Code of Discipline and should be related to UNION activities.
- ADMIN proposed to include the word "designated" to qualify the Bulletin Boards to be assigned to the UNION. UNION agreed to ADMIN's proposal. Further, Parties agreed that further details will be discussed in LMC.
- ADMIN mentioned that they will need to clear the UNION's proposal with heads of key units because they have their own procedures per unit.

- **Re: Article V, Section 5. Notice of Reassignment / Transfer**

- The ADMIN clarified if the UNION's proposal is to include any member of the union that will be reassigned or transferred and not be limited to the officers only. The UNION responded in the affirmative.
- The ADMIN asked for the purpose of the said proposed provision.
- The UNION replied that it affects the efficiency of the member in case that there is an immediate reassignment.
- The ADMIN asked if there is an instance that it happened to any member of the UNION.
- The UNION said that since there is already a re-organization, the UNION must be informed a month or a week ahead for any reassignment that will happen to any UNION member.
- The ADMIN asked how the efficiency and eventual transfer would be affected by the provision proposed by the UNION.
- The UNION replied that they just wanted the UNION to be notified of the reassignment or transfer.



- The ADMIN asked if this is the existing policy or practice of the HR.
- The UNION replied that this is a precautionary provision.
- The ADMIN asked the SECRETARIAT on what is the existing practice.
- The SECRETARIAT replied that before the transfer of an employee, the HR issues a memo.



- The ADMIN reiterated their question whether there is an incident that has occurred to a UNION member on a transfer that affected his/her efficiency. The ADMIN clarified that the transfer does not happen overnight and it is done with thorough preparedness and with proper communication – both for the employee and the supervisor.
- The UNION said that a copy of the memo on the reassignment or transfer shall also be given to the UNION for them to be notified.
- The UNION stated that there are some members that told them “Pres, na transfer ako, di naman ako ready.” The UNION proposal is a precaution regardless if the incident has already happened or not.
- The ADMIN asked if the notification be done by the UNION’s member since the relationship is between the member and the supervisors. In case that member employee feels that it is a sudden transfer or reassignment, he/she may tell it directly to the UNION.
- The UNION said that the members obtain their courage and strength from their organization so it’s better that the UNION will be the first to be notified should there be any reassignment or transfer for the member.
- The ADMIN clarified that isn’t it the prerogative of the supervisor to decide whether to transfer or not the certain member.
- The UNION said that they are not questioning the prerogative, they only wanted to be notified on those transfers.
- The ADMIN added that there was a Blueboard notification regarding the functional reorganization. Like what has been stated earlier, it was not a sudden decision. There was a General Assembly attended by the operations personnel, and officers. There has been a discussion of the movement and arrangements. In terms of planning, the UNION was participative. In terms of efficiency, the operations are continuous and simultaneous and it went through consultative processes.
- The UNION added that, the relation of the supervisor, for example in the Grade School department, there are some areas that are too large for a member employee to maintain, thus not being able to meet the standard of maintaining the area. Those members informed the UNION officers about this.
- The ADMIN said that those concerns should be escalated to the LMC.
- The UNION clarified on what is the hesitance on putting the “any member” in their counterproposal.
- The ADMIN answered that the UNION officers were given an accommodation in that provision and to avoid any semblance of an Unfair Labor Practice in any transfer of a union officer.
- The UNION said that the provision will be discussed again.
- The UNION deferred the provision.
- The ADMIN clarified if they would be discussing the provision again.
- The UNION reiterated that the provision is **deferred**.

Handwritten signature and circled number 12

12. Break at 2:37 p.m.
13. Resume at 3:06 p.m.
14. The UNION said that they have already provided the justifications for their proposals, and the ADMIN has already presented their proposal too. The UNION then asked the ADMIN if their counter proposal was already final.
15. The ADMIN clarified if the discussions are repetitive for the UNION.
16. The UNION said that they have already gone through the process of presenting, justifying, and clarifying their proposals.
17. The ADMIN replied that it is because they are already negotiating.
18. The UNION said that they are firm on their stand in their proposal and that the ADMIN's counterproposal is not acceptable.
19. The UNION asked if the ADMIN's counterproposal is their final position. Since the panels are not agreeing on the said provision, the UNION said that it must be then deferred.
20. The ADMIN replied that both panels have already agreed in Article V, Sec. 2. The agreement is done because of the discussions and the only suggestion by the ADMIN is to inform the unit heads. The ADMIN asked if this is not a clear indication that the discussions are reaching somewhere or are they just being firm on their positions.
21. The ADMIN reiterated that they are still pushing through with the discussion of the provision, but the UNION decided to defer the said provision.
22. ADMIN Panel inquired if the UNION just wants "yes or no" answers, to which the UNION responded in the affirmative. UNION repeated that the Parties should present their final offers already to speed up the negotiations. It is the UNION's position that there is no need to discuss "by provision" anymore.
23. The UNION wants to know if the ADMIN accepts some proposals that they have submitted, so that the discussion will not be prolonged and it will be a faster negotiation.
24. The ADMIN clarified if their suggestion on informing the unit heads on Article V, Sec. 2 is not acceptable to the UNION, since the UNION feels that it is repetitive. The ADMIN wanted to know if the answer that they wanted is just a "yes" or a "no" on every provision.
25. The UNION concurred and added that if both panels have firmed up on their positions, there will be no movements that can be achieved.



26. The UNION said that in the next meeting, the final position shall be given along with the noneconomic provisions proposal so that the negotiations will be faster.
27. The ADMIN said that it is an entirely different perspective.
28. The UNION stated that there will be no agreement if the ADMIN does not accept any provision from the UNION's proposal.
29. The ADMIN clarified if the UNION wanted to choose the provisions that are already okay and not necessarily in the chronological order.
30. The UNION said that it will be more convenient if it will be a provision by provision negotiation. The UNION has already presented, asked, justified and it is already repetitive to keep on doing this on every provision.
31. The UNION said that if both panels are already firmed up in their proposals, there will be no agreements that will be reached and the provisions shall be deferred.
32. The ADMIN clarified "yung buo?" (i.e., if in whole?).
33. The UNION concurred.
34. The UNION repeated their suggestion that both panels give their final proposals.
35. The ADMIN clarified if all the provisions on the counterproposal of the Administration that has been submitted to the UNION were all rejected and unacceptable.
36. The UNION concurred.
37. Break at 3:13 p.m.
38. Resume at 3:29 p.m.
39. The ADMIN said that they believe that the negotiations are a series of discussion for both panels. Agreements are reached because of these discussions. For example, on the economic provisions, the UNION is ready to move and the ADMIN is also ready to move whenever necessary, but this depends on the discussions to further understand and to listen to one another. The ADMIN stands that they are willing to continue the negotiations.

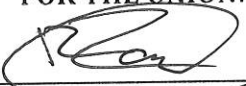


40. The UNION said that both panels wanted to finish this as soon as possible. The UNION's proposal is their final position.
41. The ADMIN clarified if there is no room for movements since the UNION said that they are firm on their proposal.
42. The UNION did not concur.
43. The ADMIN said that the movements are done because of all the discussions in the negotiation.
44. The UNION reiterated that they should both submit their final proposal but the ADMIN reiterated its willingness to continue with negotiations proper. Should there be any request of the UNION for deferment, it is up to them.
45. Break at 3:40 p.m.
46. Resume at 3:50 p.m.
47. The UNION believes that they have already presented the concrete justifications for their proposals and they have heard the justifications for the counter proposals of the ADMIN. As of now, the proposal of the ADMIN is not acceptable to the UNION. The UNION asked what provisions in their proposal are not acceptable to the ADMIN.
48. The ADMIN replied that there are many provisions from both panels' proposals that are already agreed upon, like the identical provisions. The UNION has agreed on many provisions due to the discussions that have happened. The ADMIN said that both panels should not belittle the agreements that have been reached. The ADMIN strongly believes that discussions per provision will be the way to complete the whole agreement.
49. The UNION believes that it will be faster if they will present what is acceptable and what is not acceptable in both proposals.
50. The ADMIN said that if they are asking for what is acceptable or not, it is already written in the counterproposal of the ADMIN.
51. The UNION asked if the ADMIN was firm on its counterproposal.
52. The ADMIN did not concur, and like the UNION, the ADMIN is willing to adjust or to move when necessary.

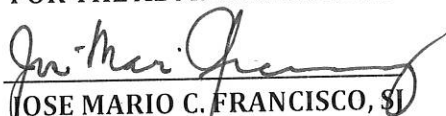


53. [Timestamp: 1hr 36 mins] UNION Panel mentioned that they are deferring negotiations. ADMIN Panel referenced the Grounds Rules re: deferment per provision and asked which provisions the UNION Panel was deferring. UNION responded that they are deferring all provisions except those already agreed upon in principle. UNION Panel reiterated its demand that the Parties should give their final position/offer. ADMIN Panel noted the demand but mentioned that it does not agree to the presentation of "final positions/offers" by next meeting. ADMIN Panel also mentioned that it does not agree to the deferment of items that were never discussed.
54. The ADMIN repeated that it disagrees on giving the final positions for both panels. Agreements may be reached by thorough discussions.
55. The ADMIN said that there will be no final position from the ADMIN that will be given to the UNION for the next meeting.
56. The ADMIN said that it is by the request of the UNION that a deferment shall be applied to the provisions that have not yet been discussed.
57. Meeting was adjourned at 4:03pm.

FOR THE UNION:


RAYMOND C. TANO
President

FOR THE ADMINISTRATION:


JOSE MARIO C. FRANCISCO, SJ
Co-Chairperson