

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

**MINUTES OF THE MEETING – CTC 413
16 November 2022**

AGENDA:

- Approval of the Minutes of the October 19 and 26, 2022 Meetings
- Continuation of Negotiation

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 14. Michael Mandagan 15. Christopher E. Bron Observer: Noah T. Urbino	For ADMIN: 1. Jose Mario C. Francisco, SJ 2. Ma. Aurora B. Bulatao 3. Joaquin Jose Mari C. Sumpaico III, SJ 4. Arch. Michael M. Canlas 5. Luis F. Dumlao, PhD 6. Carmela C. Oracion, EdD 7. Atty. Alma Renee R. Pavia 8. Marie Joy AA R. Salita Observer: N/A
Assisted by: 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 9:35 a.m.

II. MEETING PROPER:

1. Prayer led by Fr. Joaquin Jose Mari C. Sumpaico III, SJ
2. Introduction of Union observer: Mr. Noah T. Urbino
3. Review of the revised Minutes of the 19 October 2022 Meeting. Since there are no corrections, the Minutes were approved.
4. Review of the Minutes of the 26 October 2022 Meeting.
Corrections:
 - Page 4, UNION clarified that it did not use the term "No work-no pay"; rather, it used the term "LOA" or "Leave of Absence". The Secretariat committed to review the recording and revise the Minutes accordingly. *Timestamp: 42 minutes
 - Page 12, Item #28 – UNION clarified that their statement was that there will be no agreements "as of now". The Secretariat committed to review the recording and revise the Minutes accordingly.
 - Page 13, Item #53, the UNION clarified that they are not deferring negotiations.
 - ADMIN clarified that when they asked the UNION about the deferment and in doing so, ADMIN referenced the Ground Rules, which pertains to deferment "per provision", the UNION replied that they are deferring "all provisions" that had not yet been agreed upon. The Secretariat committed to review the recording and revise the Minutes accordingly.
5. The UNION asked for 30-minute break as the Union President was not feeling well. The University Physician was called in and instructed that the Union President's condition be monitored first.
6. The UNION Counsel stated that the UNION prepared a revised proposal with the same justifications. An unofficial advanced copy of the lowered proposal from the UNION was given to the ADMIN for their reference and consideration during the break.
7. Break at 10:15 a.m.
8. Resume at 10:44 a.m.



9. The UNION requested to officially put on record that they submitted a revised proposal for consideration of the ADMIN.
10. The ADMIN is grateful that the discussions will continue and appreciated the revised proposal that the UNION gave but they need time to study it. In any case, since the non-economic provisions are the same, the ADMIN suggested that discussions begin with these items.
11. The UNION inquired if the ADMIN is accepting the revised proposal of the UNION. The ADMIN replied that they need time to study the revised proposal further and it could not just instantly reply to the question of the UNION.
12. The UNION said that they have already justified the non-economic proposal. Based on the past discussions, the UNION said that if both panels are firm on their justifications, then it means that both Panels are not agreeing on the non-economic provisions.
13. The ADMIN replied that the parties' respective proposals and counter-proposals are not yet being discussed or "nagbabanggaan." For example, Article 5, Section 5. Notice of Reassignment or Transfer, it must be clarified on the meaning of 'reassignment' or 'transfer', or even the duration of transfer, etc.
14. The ADMIN further said that the details of certain provisions need to be discussed thoroughly. It is not merely a question of whether it is acceptable or not. There must be a clear and definite understanding of the proposals and it is not a waste of time to talk about all of these.
15. The UNION said that, in the beginning, they had proposed a provision by provision approach but they said the ADMIN did not find this acceptable. The UNION further claimed that had their proposal to do a provision-by-provision discussion been accepted, then there would have been progress by now. The UNION added that they found having to explain their justifications time and time again as repetitive whenever they present the provisions of their proposal.
16. The ADMIN replied that the manner of discussions just followed the Ground Rules. Also, the discussion is proceeding provision by provision but there is a need to explain the parties' respective proposals for better understanding. For example, regarding Article 5, Section 5. Notice of Reassignment or Transfer, the ADMIN has the following questions: Is the definition of reassignment or transfer clear to the UNION? When the area of a grade school janitor is to be transferred to the high school, should the UNION be informed? Is this what the UNION is requesting? The ADMIN clarified their question: If a janitor from the Grade School is transferred for 1 week or 1 month to the High School due to exigencies, is this



covered by the UNION's proposal to inform the UNION under Article 5, Section 5. Notice of Reassignment or Transfer?

17. The UNION reiterated that from the start, it was the provision by provision that they suggested but the ADMIN refused, saying that they should first present their proposals.
18. The ADMIN said that the process of doing the presentation of the Parties' justifications and questions of clarification first before negotiations per se is stipulated in the Ground Rules. If the UNION thinks that this is just a waste of time, the ADMIN acknowledges their feeling but there are legitimate pending questions that need to be answered.
19. The UNION, in response to ADMIN's specific questions regarding Article 5, Section 5. Notice of Reassignment or Transfer, answered that the past UNION officers should have questioned the reorganization. They emphasized that the effect of the reorganization to the UNION members is that they are now excluded from certain programs in key units such as the Duffy-Delaney Day because they are now under the CFMO. They also lost the "benefit" of some parents/alumni giving Christmas gifts for the "Bigay-puso" program.
20. The ADMIN said that the gifts that are from the parents were not given by the University. It is not the fault of the University if they no longer receive these gifts.
21. The UNION said that it is not the fault of the University but these benefits are helpful to the UNION members since these consist of kilos of rice, among others. The UNION also claims that some parents, who are Batch '95 alumni, give donations to cover the payment of the tuition fees of the children of the UNION members in the High School.
22. The ADMIN replied that they need an in-depth discussion on the provisions for them to be updated on the changes. In the Duffy-Delaney Day, since there has been a reorganization, there will be changes in practice.
23. ADMIN also mentioned that the UNION should also consider the benefit of the reorganization in the long term since it will further enhance the growth and developmental aspect of the maintenance staff. It will also further enhance teamwork and camaraderie in the CFMO.
24. The UNION, in response to the earlier question of the ADMIN, said that they have already justified their proposals and the ADMIN has also justified its counter-proposals. The UNION suggested to just compare those provisions and both panels will answer if they agree or disagree on the proposals. The UNION said that in their view, the discussion becomes a debate and not negotiations, and said that the UNION is firm on their justifications.
25. The ADMIN replied that all the provisions that have been agreed upon were reached because of the exchanges of clarifications and discussions from both Panels. For instance,



the ADMIN said that they are open to discussing Article 5 Section 5, but before any agreement can be reached, they need to know what the UNION means by 'reassignment' and 'transfer' to know whether or not the proposal is acceptable.

26. The ADMIN said that while the UNION claims it is clear with their justification, many items remain unanswered, including the definition of 'reassign' or 'transfer'? In transferring, will it be 1 week, 2 weeks? It was not clearly reflected in the proposal.
27. The UNION's position is that they have justified it already and it is on record. The ADMIN reiterated the question on the meaning of reassignment or transfer. The UNION said it is because they wanted to ensure the efficiency of their members. The ADMIN said that they are not asking on the effects, but the definition of reassignment or transfer. Will it be 1 week, 2 months, permanent? The UNION replied that based on the minutes, they have said that they should have a one-month notice before the reassignment.
28. The ADMIN said that a one-month notice is different from one month transfer. The pending question is only about the definition of the reassignment and transfer. The ADMIN also mentioned that many other aspects are coming to light, including the issue on "lost" benefits from parents; it is the first time that this was aired out and is not related to efficiency, which was the focus of the UNION's justification.
29. The ADMIN asks if a member will be transferred for just one day to other units, should the UNION be informed.
30. The UNION COUNSEL said that the UNION has already submitted a revised proposal to address the provisions. He asked that the ADMIN to submit a counterproposal. Should there be any questions or clarifications, it will be addressed immediately. So that discussions are not prolonged, he said that they will be talking as a group and then the panels will just have to whether agree or disagree on certain provisions based on their proposals.
31. The ADMIN COUNSEL acknowledged the suggestion, but noted that in this manner, the UNION is avoiding discussions on the proposals. The ADMIN is open to discussions so that both panels understand each other's proposals. In case of a need to seek clarification to avoid any confusion, the ADMIN is open to talk about it - whether through discussion or debate, until an agreement is reached. The ADMIN COUNSEL added further that this is a contract and each word has a meaning to it and it will be there until the next CBA. It is hard to just be given a new proposal and with an expectation that there will be an immediate answer from the ADMIN if the new proposal is approved or not. The essential process, a discussion of the proposals, has been missed.
32. The UNION COUNSEL said that asking for the feedback of the ADMIN panel is not to pressure them. They were just merely asking and there is no pressure from the UNION panel for the ADMIN to immediately answer. Secondly, the proposal in the manner of doing



the negotiations, is just like what they are doing – presentation of the UNION's proposal and clarifications and then presenting the ADMIN's counterproposals and clarifications. This is not a one-way discussion; there is still interaction between ADMIN and UNION and clarifications. They just wanted to know which provisions are unclear or confusing, then have it discussed one by one.

33. The ADMIN COUNSEL said that the UNION was asked a specific question but no answer was given, so he asked the UNION COUNSEL what their idea of the discussion is.
34. The UNION COUNSEL replied that the discussion becomes a debate. Whenever it is not acceptable to the ADMIN panel, they still question the UNION.
35. The ADMIN replied to the UNION COUNSEL that when the UNION submitted the revised proposal, the ADMIN acknowledged the document with the understanding that when the session resumes, the Panels will start talking and the new proposal will be presented.
36. The UNION COUNSEL said that the UNION already presented its justification, and it is now asking for the ADMIN to give its response to the UNION's revised proposal, or its position.
37. The ADMIN clarified that the question asked was a question of fact, and not intended to engage in a debate. The ADMIN simply wanted to know how the UNION understood its proposed provision.
38. The ADMIN expressed its hurt as the UNION views the ADMIN's questions for clarification as a debate. The ADMIN seeks clarification in order to have a clear understanding before accepting or rejecting the proposal and wants to give importance to the discussion.
39. The ADMIN COUNSEL further added that they are looking for the "middle ground" but the definition of terms should be clear and agreed upon for it to be written in the CBA. If these can be clarified and the Parties agree, then it can be included in the CBA. That is why we proposed to discuss the non-economic provisions first and follow this manner of negotiations.
40. The UNION COUNSEL agreed, and suggested the ADMIN submit its position, and include the clarifications it needs from the UNION. The UNION will try to answer these clarifications; should there be no clarification from the UNION, the Panels will then move on to discuss the next provisions so we don't get "stuck" in certain provisions.
41. The ADMIN COUNSEL used Article 5 Section 5 as an example and asked how the UNION proposes to move forward from this. Will the UNION define terms in the said provision?
42. The UNION COUNSEL said that should a proposal be not acceptable to the ADMIN Panel, it should be deferred and then go back to it for explanation.

43. The ADMIN said that they are open to discussing and potentially accepting the proposal by the UNION regarding Article 5 Section 5, subject to certain clarifications, including the definition of the terms 'reassignment' or 'transfer'. ADMIN clarified that they cannot accept or reject a proposal because the proposal is not yet entirely clear to them.
44. The UNION answered that in the example given earlier regarding the janitor in the grade school, why is there a need to transfer? If there is shortage in the manpower, the CFMO should hire additional personnel. The UNION is not against the reorganization, but there are abuses on the ground that never reaches the Administration. For example, the reassignment is abused when a certain personnel is not in good terms with the supervisor.
45. The ADMIN said that the transfer or movement is not because of any shortage in manpower because the CFMO still maintains the manpower complement based on campus needs. If there was a shortage, it was only because of the freeze hiring during the pandemic but now there are postings on the openings for additional personnel for different positions in the CFMO. Secondly, the purpose of the reorganization is not to just move the personnel but to develop growth so that all maintenance personnel have a familiarity on the housekeeping standards in different kinds of buildings and structures and that they are able to handle more complicated roles. This is for the growth and learning of the personnel and to not be stuck in one area only.
46. The UNION reiterated that it is not against the reorganization. The UNION only wants to be notified of any reassignment or transfer of any Union member.
47. The UNION further added that they are being given an assignment in the High School by their supervisor but they still have an area that they are managing in the Grade School. It feels abusive to them since they feel overloaded and under-manned. When the UNION asks for additional headcount, they claim that they are informed that there is a shortage of personnel because there is no budget for the positions.
48. The ADMIN corrected the UNION's notion and said that since the reorganization has begun, the hiring is now in process. The statement that there is no budget to hire is also not true. Regarding the overload of work, since the personnel are being moved, there is a certain transition that is happening between the units and the CFMO and the supervisors were given a direction to move but not compromise the well-being of the personnel.
49. The ADMIN asked the UNION if the statement regarding being given assignment in the High School is still happening during this transition period. The UNION concurred. The ADMIN mentioned that this should be discussed in LMC.
50. The ADMIN asked:
- Does the 'transfer' mean permanent transfer? Should the UNION be notified?
 - Does the 'transfer' mean daily needs transfer? Should the UNION be notified?



51. The UNION said that whether it be permanent or not, they should be notified.
52. The ADMIN clarified if the UNION shall also be notified in a one-day transfer of a UNION member? The UNION said yes, as long as it will affect the evaluation of the UNION officer/member.
53. The UNION then asked the ADMIN if they have answered the question posted by them. The ADMIN concurred.
54. The UNION asked if the proposal is acceptable for the ADMIN Panel or not? Since they have justified that provision.
55. The ADMIN said that both Panels shall discuss the process for notification.
56. The ADMIN further added that the reorganization with the centralized CFMO presupposes the movement of the personnel across key units. Should they apply the notification per week or per month, it will be tedious and might slow down the progression of the movement. In terms of efficiency, it might not be a good idea.
57. The UNION asked if the previous union officers were informed of the reorganization before its implementation. The ADMIN responded in the affirmative and said that a General Assembly regarding the reorganization was held prior to its implementation. UNION members and officers were present in the General Assembly.
58. The ADMIN further added that in terms of rating, there will be adjustments because of the reorganization. Even in the rating of the supervisor, they are required to be objective.
59. The UNION stated that they cannot assume that the ratings will be okay for them when they leave their original unit since they are needed by the other units.
60. The ADMIN said that the evaluator should know that there are certain movements that are happening and therefore be objective on rating the personnel.
61. The ADMIN suggested that they should formulate the wordings of Article 5 Section 5 in a way that both Panels agree.
62. The ADMIN requested for a lunch break.
63. The UNION motioned for an early adjournment for them to discuss on the flow of the next meeting for the next provisions and to remind the members not to bring up grievable issues during the negotiations.



64. The ADMIN agreed to the adjournment and encouraged both Panels to study how to move forward with the negotiations in a swifter manner. ADMIN also noted that the discussions between the Panels were helpful in enlightening both sides regarding the provision discussed.

65. Meeting adjourned at 11:48 a.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



JOSE MARIO C. FRANCISCO, SJ
Co-Chairperson