

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

**MINUTES OF THE MEETING – CTC 413
7 December 2022**

AGENDA:

- Continuation of the Negotiation

ATTENDEES:

For AEWU: 1. Raymond C. Tano 2. Nolan P. Villena 3. Christy Joy R. Summer 4. Roselle C. Cruz 5. Rico G. Narciso 6. Eugene U. Bulatao 7. Julieta T. Ramos 8. Rogelio S. Ansano III 9. Rhoderick N. Torres 10. Richard S. Yap 11. Waldo C. Calubaquib, Jr. 12. Salvador D. Andal 13. Christopher E. Bron 14. Michael Mandagan Observer: Ramon D. Dando	For ADMIN: 1. Jose Mario C. Francisco, SJ 2. Ma. Aurora B. Bulatao 3. Arch. Michael M. Canlas (AM Session) 4. Carmela C. Oracion, EdD 5. Atty. Alma Renee R. Pavia (AM Session) 6. Marie Joy AA R. Salita 7. Luis F. Dumlao, PhD Observer: N/A
Assisted by: N/A	Assisted by: 1. Atty. Maria Caterina Cristina R. Lopa 2. Atty. Edgardo Roman Manuel C. Balois
	Secretariat: 1. Kaye Angela B. Andrada 2. Zaira Camille P. Cabaron

I. **QUORUM:** Declared at around 9:35 a.m.

II. **Meeting Proper:**

1. Prayer led by Arch. Michael M. Canlas
2. ADMIN noted the presence of the former Union President, Mr. Tobias C. Tano. who represented that he is the President of All Filipino Workers Confederation, which the UNION is a part of. The ADMIN, quoting the Ground Rules, mentioned that he cannot attend the

negotiation nor represent the UNION since he is neither a lawyer nor a Union member/ ADMU Employee.

3. UNION said that their legal counsel advised them that the President of the Federation where the UNION is a part of can represent the UNION on behalf of Atty. Dolendo during the negotiation.
4. The ADMIN reiterated that it is not stated in the Ground Rules. However, as a concession, ADMIN proposed to the UNION that Mr. Tobias C. Tano may stay as an observer.
5. Despite the ADMIN's proposal, Mr. Tobias C. Tano volunteered to step out of the room so the Parties can continue the negotiation. The ADMIN agreed.
6. Introduction of Union Observer: Mr. Ramon D. Dando.
7. Approval and signing of the Minutes of the 16 November 2022 Meeting.
8. Review of the Minutes of the 23 November 2022 Meeting.
9. Approval and signing of the Minutes of the 23 November 2022 Meeting.
10. The ADMIN suggested to look at the items in the Minutes of the Meeting with minimal difference so the Parties can proceed with approval of provisions.
11. The UNION clarified if the ADMIN is referring to the revised proposal that the UNION gave in the previous meeting and asked if the ADMIN already has an answer to their revised proposal.
12. The ADMIN stated that in the revised proposal that the UNION submitted, there are still provisions that were not changed by the UNION and items that has not been discussed yet. The ADMIN added that it is the UNION who said that the Parties can look at it provision by provision. The UNION concurred.
13. **Re: Article VIII. Job Security and Lay Off, Section 1 – Lay Offs**
 - a) Both Parties agreed to use the existing provision on the MOA 2017-2019 which states:
"Should the University at some point find it necessary to make changes that might affect the organization size and/or profile of the workforce, the University shall explore all possible options, such as re-training and, if feasible, parallel transfer within the University and will help ensure that the current workers occupying permanent positions will continue to be employed in the University. In case the inevitable lay-off due to authorized cause of employment termination, the following order of priority shall be considered in the selection of employees to be laid-off:
 - a. Contractual workers;
 - b. Casual workers; and
 - c. Probationary employees
14. **Re: Calamity Assistance Loan**
 - a) New provision, UNION proposal:

The Administration shall grant calamity assistance to affected covered employees in the amount of TWENTY THOUSAND PESOS in the event of destructions brought about by typhoon, floods, earthquake, fire, and other natural calamities.

- b) UNION agreed to drop this proposed provision.

15. Re: Article XXII. Bereavement Leave and Assistance, Section 3 – Memorial Plan

- a) New provision, UNION proposal:
"The Administration shall provide a group memorial plan consisting of ten (10) units to the Union, in accordance with the terms and conditions of the Memorial Plan."
- b) UNION agreed to drop this proposed provision.

16. Re: Filial Leave

- a) New provision, UNION proposal:
"The Administration shall grant two (2) days filial leave with pay for occasions due to enrollment, graduation, and parent-teacher conference. It shall also be available in case a child/ren requires the necessary vaccine."
- b) UNION agreed to drop this proposed provision.

17. Break at 10:27 a.m.

18. The ADMIN proposed for an early lunch break. The UNION agreed.

19. Resume at 1:35 p.m.

20. ADMIN proposed an extension up to age 23 for the following provisions:

- a. **Article XVII. Union Educational Benefits, Section 1.** The UNION agreed.
- b. **Article XV. Dependent's Allowance, Section 1.** The UNION agreed.
- c. **Article XVI. Family Subsidy, Section 1.** The UNION agreed.
- d. **Article XXIV. Health Care.** ADMIN qualified that under the current health care plan, qualified dependents must be full time students, single, and not gainfully employed. UNION agreed only with regard to age.

21. Re: Article IX. Wages, Section 6. Wage Distortion

UNION	ADMIN
<i>"In the event that the minimum wage rate is increased by the government, an appropriate adjustment shall likewise be made to the employee's daily rate computed in accordance with the following formula as provided in the Labor Code: Minimum Wage/Actual Wage = % x Minimum Wage Increase = Distortion."</i>	<i>"In the event that the minimum wage rate is increased by the government, an appropriate adjustment shall likewise be made to the employee's daily rate computed in accordance with law."</i>

- a) Parties agreed to the following:
"In the event that the minimum wage rate is increased by the government, an appropriate adjustment shall likewise be made to the employee's daily rate computed in accordance with law."



- b) ADMIN suggested that the formula used in the computation shall be included in the memorandum announcing the adjustment.
22. ADMIN discussed the current retirement plan, attached as an annex to the current CBA, available to employees of the University. The UNION agreed to use the existing provision but will be rephrased to include *"a fraction of 6 months shall be automatically be counted as a full year"*.
23. ADMIN stated that they are still studying all the provisions related to leaves as a whole so they can make a proper counter-proposal that will benefit most of the Ateneo community. All items related to the leaves are deferred as of now.
24. The UNION requested that a list be made for all provisions that were deferred in the previous meetings so that the Parties can count how many deferments have been made for each provision and review them in the next meeting. The ADMIN agreed.
25. Summary of agreed provisions:

Agreed
• Article VIII – Lay-Offs • Article XV – Dependent's Allowance • Article XXIII – Family Subsidy • Article IX – Wages, Section 6. Wage Distortion • Article XVII – Union Educational Benefits, Section 1 (except amount) • Article XXII – Bereavement Leave and Assistance, Section 3. Memorial Plan (dropped) • Article XXIV – Healthcare, Section 1 (only with regard to age) • Article XXVI – Retirement (for agreement on final wording) • Calamity Assistance Loan (dropped) • Filial Leave (dropped)

26. Meeting adjourned at 2:28 p.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



JOSE MARIO C. FRANCISCO, SJ
Co-Chairperson