

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

**MINUTES OF THE MEETING – FABER HALL 101
14 December 2022**

AGENDA:

- Review of the Minutes of the 7 December 2022 Meeting
- 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 15. Angelo D. Enriquez Observer: Noel R. Hortelano	For ADMIN: 1. Jose Mario C. Francisco, SJ 2. Ma. Aurora B. Bulatao 3. Arch. Michael M. Canlas 4. Carmela C. Oracion, EdD 5. Atty. Alma Renee R. Pavia 6. Marie Joy AA R. Salita 7. Luis F. Dumlao, PhD Observer: N/A
Assisted by: Atty. Arvin C. Dolendo	Assisted by: 1. Atty. Maria Caterina Cristina R. Lopa 2. Atty. Edgardo Roman Manuel C. Balois 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 9:37 a.m.

II. **Meeting Proper:**

1. Prayer led by Mr. Noel R. Hortelano.



2. Review of the Minutes of the 7 December 2022 Meeting.

- The UNION asked to include their inquiry on what is the ADMIN's response to the UNION's latest proposal, as well as the ADMIN's answer to the question of the UNION.
- The Parties agreed to remove the deferred column from the summary of agreed provisions portion.

3. **Re: Article VIII. Job Security and Lay-Off, Section 4. Retrenchment**

- Parties confirmed their agreement to retain the provision as is:

1. In case a retrenchment program has to be resorted to, the Administration will inform the UNION by giving it a copy of the 30-day notice given to union members affected by the program.

2. The order for retrenchment shall be governed by the following norms, in the order of importance:

A. Ability, efficiency, and qualifications, including experience, in performing the available work; and

B. All other things being equal, continuous length of service in the university shall apply in accordance with the principle of "Last In, First Out (LIFO)."

3. The benefit shall be as provided by law. A fraction of at least six (6) months shall be credited as one (1) full year of service.

4. **Re: Article XXIV. Healthcare. Section 1.**

- Parties confirmed their agreement to revise the provision as follows:

"The University shall periodically review its health care plan for the purpose of upgrading existing benefit levels and providing additional desirable features that could be made available to employees for themselves and their dependents. Dependents include those up to 23 years of age who are full-time students, single, and not gainfully employed."

5. **Re: Article XXVI. Retirement, Section 1**

- Parties confirmed their agreement to revise the provision as follows:

"The ADMINISTRATION and the UNION shall periodically review the existing retirement policy as well as the pertinent provisions of the Ateneo Retirement Plan. In the meantime, retirement benefits shall continue to be granted in accordance with the improved policy and provisions. A fraction of at least six months shall be considered as one whole year."

3. **Re: Leaves**

- ADMIN presented its adjusted counter-proposal:
 - For Year 1, in line with the current pandemic situation, ADMIN proposed to grant the advanced use of (10) Emergency Leave, (15) Sick Leave, and (15) Vacation Leave until May 2023. In cases of resignation or retirement within



the year, the University will recover the advanced leaves that were used but not yet earned.

- For Year 2, for further discussion depending on the pandemic situation.

- The UNION said that they do not agree with the adjusted counter-proposal of the ADMIN and suggested for a deferment instead. Specifically, the UNION does not agree with the "recovery" of used but unearned leaves.
- The UNION insisted for a deferment. ADMIN clarified that it is the UNION who asked for a deferment. The UNION stated that based on its reading of the Ground Rules, deferments can be done by either Party. ADMIN referred to the Ground Rules, which read:

"Deferment on Issues

Issues not agreed upon by the Panels in a meeting will be tagged as 'deferred items' by mutual agreement."

4. The ADMIN requested for a break. The UNION agreed.
5. Break at 10:27 a.m.
6. Resume at 10:57 am.
7. Re: UNION's adjusted proposal
 - ADMIN stated that based on law, 70% of the TIP should be allotted for the improvement of benefits of all the employees of the University. However, there is no specific provision on how the 70% of the TIP is to be allocated.
 - This year, there is a 5.75% increase in Tuition. Unfortunately, the number of enrollees for this school year did not meet the projected number.
 - Based on the Union's initial proposal, what they were asking for was more than half of what is to be allocated for all employees of the University. Now, the adjusted proposal is asking for half of the 70% of the TIP.
 - The University is also having difficulty responding to the Union's wage proposal because of the increments. ADMIN proposed for the UNION to consider increments of 10-10-10 or 5-5-5, in accordance with the retirement program of the University.
 - Union explained that they presented their initial proposals to their members during their recent General Assembly. Based on the feedback of their membership, the Union is remaining firm in its current position/adjusted proposal.
 - Union deferred discussions on the wage provision.

Meeting adjourned at 11:14 a.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



JOSE MARIO C. FRANCISCO, SJ
Co-Chairperson