

MEMORANDUM OF AGREEMENT

This AGREEMENT by and between:

ATENEO DE MANILA UNIVERSITY, an educational, non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Loyola Heights, Quezon City and represented herein by its President Fr. Roberto C. Yap, S.J., hereinafter called the **UNIVERSITY**;

and

ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION, a legitimate labor organization duly registered and permitted to operate in accordance with the laws of the Philippines, with principal office at Loyola Heights, Quezon City, and represented herein by its President Mr. Nomeriano S. Amata, Jr., hereinafter called the **UNION**.

RECITALS:

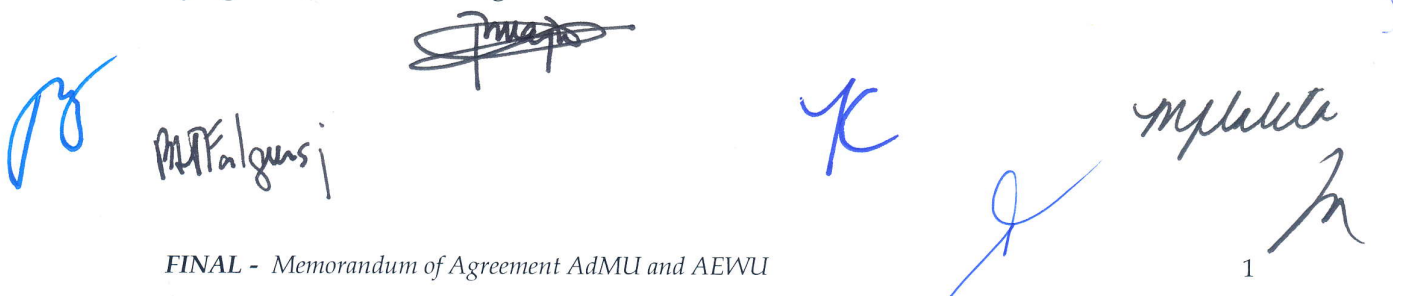
WHEREAS, the University and the Union mutually commit to promote and foster a cordial and harmonious relationship with each other and to ensure each other's long-term sustainable viability and, towards these ends, promote industrial peace and quality service related to the University's business; obtain the highest levels of efficiency and productivity among all stakeholders in the University; establish a mutually beneficial approach to compensation, pay and benefits; maintain mutually satisfactory conditions of employment, and provide means to amicably settle disputes arising therefrom;

WHEREAS, in acknowledgment of the sacrifices, commitment, and cooperation shown by the Union and its members during the COVID-19 pandemic, the University commits and undertakes to continue to enhance its recognition of the covered employees' rights to self-organization, collective bargaining and negotiations, engage in peaceful concerted activities, security of tenure, a living wage, their just share in the fruits of production, participate in policy and decision-making processes affecting their rights and benefits, and all other rights guaranteed by the Constitution and laws of the Republic of the Philippines;

WHEREAS, in acknowledgment of the sacrifices, commitment, and consideration exhibited by the University during the COVID-19 pandemic, the Union commits and undertakes to continue to enhance its recognition of the University's management prerogatives and rights under the Constitution and laws of the Republic of the Philippines;

WHEREAS, as a preliminary step toward formalizing their Collective Bargaining Agreement, the parties have agreed to execute this Memorandum of Agreement, amending certain provisions of their existing Collective Bargaining Agreement as indicated in underline in the relevant sections below.

NOW, THEREFORE, for and in consideration of these premises, the Parties mutually agree on the following:

The block contains several handwritten signatures in blue ink. From left to right, there is a signature that appears to be 'R. Yap', a signature that appears to be 'N. Amata', a signature that appears to be 'K.', and a signature that appears to be 'M. Amata'. There is also a signature on the far right that appears to be 'H. Amata'.

1. ARTICLE II. UNION SECURITY

Section 1. Union Security Clause. The University agrees to require as a condition for continued employment of all regular employees who are members of the Union when this Agreement is signed that they remain members in good standing during the lifetime of this Agreement.

Section 4. Loss of Membership in the Union. Members of the Union who cease to become members of the Union in good standing by reason of expulsion from the Union shall not be retained in the employment of the University. For the purpose of this section, membership in the Union may be lost on the grounds enumerated in the constitution and by-laws of the Union.

Upon written notice from the Union asking for the implementation of the Union Security Clause and its effects, the University shall, within a period NOT EXCEEDING SEVENTY-FIVE (75) DAYS from receipt of the notice and the supporting documents, cease to retain the concerned employee after being satisfied that the terms of this provision and the requirements of due process have been met. In this regard, the Union agrees to adopt the procedure followed by the University in disciplinary cases involving offenses punishable by dismissal in resolving cases subject to the Union Security Clause.

The Union shall hold the University and its officers absolutely free and harmless from the full effects of any judgment declaring that the termination under this provision was illegal or improper.

2. ARTICLE III. UNION CHECK-OFF

Section 2. The University shall deduct from the Union members' wages such amounts designated by the Union as union dues upon submission of the Union members' written authorization.

The University shall also deduct from the Union members' wages such amount designated by the Union as special assessments upon submission of the following documentary requirements, in accordance with the Labor Code:

- (a) Written resolution authorizing the deduction by a majority of the members in a general meeting duly called for the purpose;
- (b) Secretary's record of the minutes of the meeting; and
- (c) Individual check-off authorization duly signed by the employees concerned stating the amounts to be deducted.

The written authorization to be provided by the Union shall indicate that the authorization will remain effective until the assessments are fully deducted or halted.

As an item for this MoA only:

The Parties agree that the University will effect deductions in accordance with the individual written authorizations and the Union's monthly collection list but subject to the minimum take-home salary that shall not fall below Five Hundred Pesos (P500.00) per week for employees paid per week and One Thousand Pesos (P1,000.00) per pay period for employees paid per month. In any event, the authorization will remain effective until the assessments are fully deducted or halted.

The Union shall hold in trust any amounts received by them by way of over-deduction.

3. ARTICLE IV. PREROGATIVES OF THE UNIVERSITY

Section 1. Prerogatives of the University. The Union recognizes that the following functions belong exclusively to the University:

- a) To select, hire, assign and retain its employees in jobs within the University;
- b) To train, direct and schedule the work force;
- c) To determine, establish or modify rules and regulations for the orderly and efficient work performance of its employees, and to maintain performance standards for all types of work;
- e) To promote, transfer, suspend, dismiss for cause, or relieve the workforce from their duties due to lack of work or for other legitimate reasons;
- f) To reduce or change the composition of the work force, if in its sole judgment this action is required;
- g) To adopt, install or operate new or improved equipment or work methods;
- h) To grant leaves of absence and other employee benefits, determine employee classification and any pay increases;
- i) To practice the usual functions of the Administration in operating the University.

The exercise by the University of these prerogatives shall continue to be done in accordance with law, in a just and humane manner, and always consistent with the provisions of the Parties' Collective Bargaining Agreement.

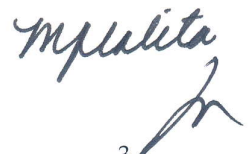
4. ARTICLE V. UNION RIGHTS AND PRIVILEGES

Section 1. Exercise of Rights. The University upholds and recognizes the right of the Union to be free from any interference by the University in the proper and reasonable exercise of its rights to self-organization, collective bargaining, and to engage in any concerted activity allowed by law. The University, likewise, recognizes that the Union shall participate in decision and policy-making processes affecting their rights, benefits, health and welfare for as long as this participation does not infringe on the rights/prerogatives of the University as provided for in Article IV, Section 1 of this Agreement and as provided for by law.

The exercise by the Union of these rights shall continue to be done in accordance with law, in a just and humane manner, and always consistent with the provisions of the Parties' Collective Bargaining Agreement.

Section 4. Access to 201 File. The University shall provide the Union with information from an individual union member's personnel file, subject to prior express consent of the employee concerned provided that the information requested is allegedly related to an existing complaint or material to issues affecting the terms and conditions of employment to the extent that it does not violate the Data Privacy Act and its rules and regulations.

Section 5. Written Notice to the Union. The University shall provide written notice to the Union of the fact that an administrative case pertaining to separation from employment due to just or authorized cause was issued to a covered employee, simultaneous with the service of the said notice to the concerned employee.



5. UNION OFFICE AND EQUIPMENT (as an item for this MoA only):

The parties agree to meet and convene separately once the CBA negotiations have been concluded, to arrive at a prospective and holistic arrangement regarding the premises currently used as the Union office.

6. ARTICLE VIII. JOB SECURITY AND LAYOFF

Section 7. Contracting Out of Services. All contracting out of services shall be in accordance with law. At the same time, the University guarantees that maintenance work within school unit buildings will not be contracted out. If any contracting out of services is found by competent authority to be in violation of law with finality, the contractual employees shall be deemed regular employees of the University and/or such other relief as may be granted/ordered.

Section 9. Employees with Handicaps or Disabilities. If conditions warrant, the load of a covered employee (worker) who is handicapped should be adjusted or he/she may be transferred to some less tedious available position without pay reduction provided that said covered employee is found fit and qualified for said position.

7. ARTICLE IX. WAGES.

Section 3. Wage Increase. The University shall grant its covered employees wage increases as follows:

- (a) Year 1: In light of the difficult circumstances created by the COVID-19 pandemic, a General Wage Increase of Two Thousand Two Hundred Fifty Pesos (Php2,250.00) per month with a prospective effect beginning 1 August 2020 and a one-time non-recurring lump sum payment of Thirteen Thousand Five Hundred Pesos (Php13,500.00) upon its ratification, which sum is equivalent to a retroactive six months of the General Wage Increase;
- (b) Year 2: In light of the difficult circumstances created by the COVID-19 pandemic, the Parties agree that no Wage Increase is due for the period covering Year 2 of this Agreement, or from 1 June 2020 to 31 May 2021; and
- (c) Year 3: In light of the difficult circumstances created by the COVID-19 pandemic, the Parties shall defer negotiations for the Wage Increase covering Year 3 of this Agreement, to start no later than 1 June 2021 and to cover the period from 1 June 2021 to 31 May 2022.

8. ARTICLE XV. DEPENDENTS' ALLOWANCE

Section 1. Entitlement. Every full time covered permanent employee who is legally married shall receive a dependent's allowance for each legitimate or legally adopted child/ren under 21 years of age who is/are not married or gainfully employed and disabled child/ren, regardless of age. Disabled child/ren, as used in this provision, is that as provided for and defined under Republic Act No. 7875. The dependent's allowance shall continue to be Five Hundred Sixty Pesos (Php560.00) per dependent per month until modified by the Parties.

Section 2. Where Spouses Are Ateneo Employees. If both husband and wife are covered employees, only one of the spouses may claim the benefit, and the election of which spouse is only done once.

9. ARTICLE XVI. FAMILY SUBSIDY

Section 2. Where Spouses Are Ateneo Employees. If both husband and wife are covered employees, only one of the spouses may claim the benefit, and the election of which spouse is only done once.

10. ARTICLE XVII. UNION EDUCATION BENEFITS

Section 9. Employee Development Opportunity. An employee may also separately apply for a scholarship in any department of the University, as long as he/she meets all requirements of the scholarship.

11. ARTICLE XIX. SICK LEAVE WITH PAY

Section 5. Medical Examination. The University has the right to have its doctor examine, at its expense, any covered employee who is on sick leave with pay. Refusal by the employee to undergo this medical examination shall be cause for forfeiture of sick leave privileges (for the first offense); suspension (for a second offense); and dismissal (for a third offense).

Section 6. Computation of Cash Equivalent. The cash equivalent of the unused sick leave credits is computed according to the employee's new gross pay of the year the leave was earned, as defined in Article IX.

12. ARTICLE XXI. EMERGENCY LEAVE WITH PAY

Section 2. The paid emergency leave may be taken for any of the following reasons:

- e. Visit to a physician when required after the yearly medical exam. The letter of authority from the HMO, which shall be signed by the physician and contain the medical evaluation, shall take the place of a medical certificate.

13. ARTICLE XXIV. HEALTH CARE

Section 1. Health Care Plan. 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.

As an item for this MoA only:

The Parties agree to extend health care benefits to employees' child/ren who are disabled, as defined under Republic Act No. 7875, and further agree to meet and convene separately once the CBA negotiations have been concluded, in order to discuss the most cost-efficient and effective means of extending such assistance.

14. ARTICLE XXV. GROUP LIFE INSURANCE

Section 1. Group Life Insurance Coverage. The University shall grant free group life insurance coverage of THREE HUNDRED THOUSAND PESOS (PhP300,000.00) to each covered employee.

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15. ARTICLE XXX. PRINTING OF AGREEMENT

Section 2. Registration of the Agreement. The Union shall provide the University with copies of the Agreement duly registered with the DOLE. Thereafter, the University shall provide Union members with copies of the Agreement in booklet form within 60 days.

16. ARTICLE XXXI. TERM AND EFFECTIVITY

Section 1. All provisions of this Agreement, except the representation aspect, shall be in force and effect until 31 May 2022, provided that Wage Increases covering Year 1 and Year 2 of this Agreement shall be subject to the conditions indicated in Art. IX. As is standard in all Collective Bargaining Agreements, and as it may have been applicable to this Agreement, where no new agreement is reached at expiration, the Parties' previous Agreements, excluding one-time, non-recurring benefits, shall continue to remain in force and effect up to the time a subsequent agreement is reached.

The representation aspect of this Agreement shall be in force and effect until 31 May 2024.

Section 2. The Parties, by mutual agreement and taking into account the continuing effects of the COVID-19 pandemic, may decide that they are willing and able to negotiate an Agreement for the three years succeeding 1 June 2021, or until 31 May 2024.

17. NO AMENDMENT IF NOT COVERED BY THIS MOA

All other terms and conditions of the existing Collective Bargaining Agreement between the University and the Union that are not amended, altered or modified by this Memorandum of Agreement shall remain the same.

18. POST-MOA OBLIGATIONS

18.1. This Memorandum of Agreement and the Collective Bargaining Agreement (if the parties decide to execute a separate CBA document) is subject to ratification by the members of the bargaining unit. All offers, counter-offers and the agreed points between management and union panels are deemed withdrawn in the event this Memorandum of Agreement or the separate Collective Bargaining Agreement is not ratified.

18.2. The signing of this Memorandum of Agreement concludes the CBA negotiations for the cycle 2019-2022, subject to the provisions in Art. IX(c) and Art. XXXI hereof.

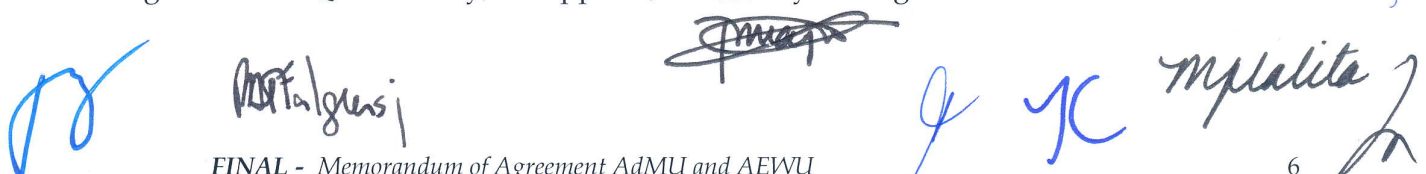
19. COUNTERPART EXECUTION

This Memorandum of Agreement may be executed by the Parties in separate counterparts, and each counterpart shall, when executed, be an original document, but all counterparts shall together constitute one and the same instrument.

20. SEPARABILITY CLAUSE

In the event any part of this Memorandum of Agreement is rendered invalid by a competent court or by legislation, the invalid provision or provisions shall not affect the validity of the remaining provisions which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement in Quezon City, Philippines, this __ day of August 2020.

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By:

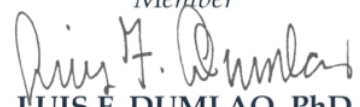

FR. ROBERTO C. YAP, S.J.
ADMU President


FR. JOSE MARIO C. FRANCISCO, S.J.
University Administration Panel Co-
Chairperson

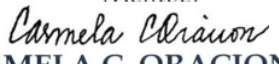

MA. AURORA B. BULATAO
Co-Chairperson


ARCH. MICHAEL M. CANLAS
Member

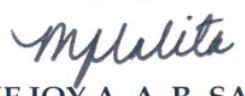

ANGELINA T. CONEL
Member


LUIS F. DUMLAOG, PhD
Member


FR. PATRICK Z. FALGUERA, S.J.
Member


CARMELA C. ORACION, PhD
Member


THELMA G. PADERO
Member


MARIE JOY A. A. R. SALITA
Member


TOMAS L. TESTA IV
Member

By:

NOMERIANO S. AMATA, JR.
Union President/Chairperson

REMELITO C. SALINAS
Vice-President/Vice-Chairperson

BENITO PAUL S. RABARA
Secretary

ALBERT T. SADIA
Treasurer

LEONARD C. BALETE
Auditor

RICO G. NARCISO
P.R.O.

DAMIAN M. PALMERO
Sgt-at-Arms

ROGELIO G. MACARILAY
Sgt-at-Arms

NEMESIO M. DIGOS
Chairman, Board of Directors

SALVADOR D. ANDAL
Member, Board of Directors

WALDO C. CALUBAQUIB, JR.
Member, Board of Directors

CHRISTOPHER D. CALDERON
Member, Board of Directors

**ATENEO DE MANILA
UNIVERSITY**

By:

FR. ROBERTO C. YAP, S.J.
ADMU President

FR. JOSE MARIO C. FRANCISCO, S.J.
*University Administration Panel Co-
Chairperson*

MA. AURORA B. BULATAO
Co-Chairperson

ARCH. MICHAEL M. CANLAS
Member

ANGELINA T. CONEL
Member

LUIS F. DURLAO, PhD
Member

FR. PATRICK Z. FALGUERA, S.J.
Member

CARMELA C. ORACION, PhD
Member

THELMA G. PADERO
Member

MARIE JOY A. A. R. SALITA
Member

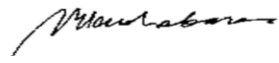
TOMAS L. TESTA IV
Member

**ATENEO DE MANILA UNIVERSITY
EMPLOYEES AND WORKERS UNION**

By:


NOMERIANO S. AMATA, JR.
Union President/Chairperson


REMELITO C. SALINAS
Vice-President/Vice-Chairperson

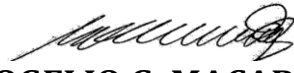

BENITO PAUL S. RABARA
Secretary

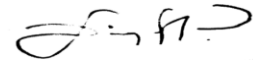

ALBERT T. SADIA
Treasurer


LEONARD C. BALETE
Auditor


RICO G. NARCISO
P.R.O.


DAMIAN M. PALMERO
Sgt-at-Arms


ROGELIO G. MACARILAY
Sgt-at-Arms


NEMESIO M. DIGOS
Chairman, Board of Directors


SALVADOR D. ANDAL
Member, Board of Directors


WALDO C. CALUBAQUIB, JR.
Member, Board of Directors


CHRISTOPHER D. CALDERON
Member, Board of Directors


JESUS E. MANUEL
Member, Board of Directors


RODERICK R. SERUELAS
Member, Board of Directors


JOCELYN G. BLANQUERA
Member, Board of Directors

Assisted by:

**SIGUION REYNA, MONTECILLO &
ONGSIAKO LAW OFFICES**

By:

RAFAEL E. KHAN

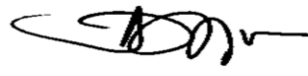
**EDGARDO ROMAN
MANUEL C. BALOIS**

**MARIA CATERINA
CRISTINA R. LOPA**

Assisted by:

**SANIDAD VITERBO ENRIQUEZ &
TAN
LAW FIRM**

By:


ARTURO Q. TAN

Witnessed by:

The Hon. MARIO MANUELITO SAY
Conciliator-Mediator

ACKNOWLEDGMENT
For Ateneo de Manila University

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following persons bearing the following competent evidence of their identity:

Name	Competent Evidence of Identity	Valid Until
Fr. Roberto C. Yap, S.J.	Passport P4286273 A	16 SEP 2022
Fr. Jose Mario C. Francisco, S.J.	Passport P8191663 A	01 AUG 2028
Ma. Aurora B. Bulatao	Driver's license C08-83-009996	2028/08/24
Arch. Michael M. Canlas	Driver's License N03-85-001839	2022/11/02
Angelina T. Conel	Driver's license D16-94-113057	2022/12/14
Luis F. Dumlao, PhD	Driver's license N15-90-042341	2023/11/03
Fr. Patrick Z. Falguera, S.J.	Passport P810047A	31 Jul 2028
Carmela C. Oracion, PhD	PRC 0518038	04/19/2022
Thelma G. Padero	BIR ID 107-275-216-000 TIN	ISSUED 09-01-98
Marie Joy A. A. R. Salita	Passport P1996138 A	22 FEB 2022
Tomas L. Testa IV	Driver's License N03-92-133432	2024/10/14

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement which they acknowledged to me to be their free and voluntary act and deed, consisting of only _____ (____) page/s, including two (2) separate Acknowledgment Pages, duly signed by them on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

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Page No. _____;
Book No. _____;
Series of _____;

ACKNOWLEDGMENT

For Ateneo de Manila University Employees and Workers Union

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following persons bearing the following competent evidence of their identity:

Name	Competent Evidence of Identity	Valid Until
Nomeriano S. Amata, Jr.		
Remelito C. Salinas		
Benito Paul S. Rabara		
Albert T. Sadia		
Leonard C. Balete		
Rico G. Narciso		
Damian M. Palmero		
Rogelio G. Macarilay		
Nemesio M. Digos		
Salavador D. Andal		
Waldo C. Calubaquib, Jr.		
Christopher D. Calderon		
Jesus E. Manuel		
Roderick R. Seruelas		
Joceyln G. Blanquera		

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