

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

MINUTES OF THE MEETING – 10 July 2024 / FABER HALL 101

AGENDA:

- Continuation of the discussion on the proposed Ground Rules
- Review of the Minutes of the 1 July 2024 Meeting
- Presentation of the Union Panel's CBA Proposal & justification

ATTENDEES:

For AEWU: 1. Raymond C. Tano 2. Nolan P. Villena 3. Christy Joy R. Summer 4. Angelo D. Enriquez 5. Richard S. Yap 6. Eugene U. Bulatao 7. Julieta T. Ramos 8. Rogelio S. Ansano III 9. Michael Q. Mandagan 10. Rhoderick N. Torres 11. Christopher E. Bron 12. Reagan D. Diaz 13. Alejandro E. Ogayon 14. Norberto L. Canonigo 15. David G. Panogadia Observer: Adriano G. Ferrer	For ADMIN: 1. Jose Mario C. Francisco, SJ 2. Raymund Benedict Q. Hizon, SJ 3. Atty. Alma Renee R. Pavia 4. Arch. Michael M. Canlas 5. Luis F. Dumlao, PhD 6. Cristina R. Cabudsan 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
	Secretariat: 1. Tomas L. Testa IV 2. Kaye Angela A. Reyes 3. Zaira Camille P. Cabaron

- I. **Quorum:** Declared at around 9:02 a.m.
- II. **Meeting Proper:**
 1. Prayer led by Mr. Adriano G. Ferrer.
 2. Introduction of the additional three (3) members of the Union Panel: Mr. Alejandro E. Ogayon, Mr. Norberto L. Canonigo, and Mr. David G. Panogadia

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3. Introduction of the new members of the Administration Panel: Fr. Raymund Benedict Q. Hizon, SJ and Ms. Cristina R. Cabudsan.
4. Introduction of the Union Panel observer: Mr. Adriano G. Ferrer.
5. Review of the Minutes of the 1 July 2024 Meeting.
 - Re: Paragraph 4 – Frequency of Meetings: UNION claimed that they agreed to the Management's Proposal on the condition that Management would grant automatic retroactivity. Parties agreed to review the recording of the 1 July 2024 Meeting.

6. Review of the Ground Rules

1. Composition of Negotiation Panels

- Additional UNION Panel members: (1) Alejandro E. Ogayon (2) Norberto L. Canonigo, and [3] David G. Panogadia.
- For Item D, the UNION asked if a representative or paralegal from their mother union can assist them in case their legal counsel cannot attend CBA negotiation meetings.
- The ADMIN responded that assistance should be by a duly-certified lawyer because the role of the legal counsel is to provide advice on technical legal issues. Also, the Panels will be the ones talking and negotiating during the meetings.
- In the absence of Atty. Dolendo, the ADMIN suggested that he should assign a counsel from his law office to sit with the UNION and provide legal advice during the negotiations.
- In case that there will be no other counsel available, the ADMIN suggested that the UNION may postpone the negotiations day and such postponement shall not be counted in the number of postponements allowed per Panel.
- The ADMIN also said that they can explore the possibility of moving the cancelled day of negotiations to another day to accommodate the availability of the UNION's legal counsel but subject to the availability of the any of the co-chairs and the members of the ADMIN needed for a quorum.
- The UNION thanked and agreed with the suggestion of the ADMIN.

2. Conduct of Agenda of the Negotiations

- UNION agreed to the ADMIN's proposal for rewording as follows: "The sole subject of the negotiations shall be those bargainable matters and issues contained in the Union's CBA Proposal and the Administration's Counterproposal."

3. Deadlock

- The UNION agreed with the proposal of the ADMIN on a provision being deferred THREE (3) times before declaring a deadlock.

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4. Effectivity and Retroactivity

- The UNION proposed for the deletion of the provision on Effectivity and Retroactivity, so as to not pressure both panels in a rushed conclusion of the CBA negotiations.
- The ADMIN clarified that even if the provision is removed from the Ground Rules, Effectivity and Retroactivity will still be discussed during the CBA Negotiations. The UNION agreed.

7. Lunch Break

8. Resumed at 1:30 PM

9. Signing of the Minutes of the 1 July 2024 Meeting.

10. Review of the Ground Rules. No other corrections were made.

11. Signing of the Ground Rules by the ADMIN and UNION Panels.

12. The ADMIN asked the UNION to present the justifications of their proposal, while the ADMIN sought clarifications on the UNION's justifications and where the UNION responded:

- **Article I. Union Recognition, Section 1.**

AEWU's Justification: The position once vacated by a Union member shall be covered as a union position to enforce the provisions of the CBA (e.g., Next of Kin).

- **Article II. Union Security, Section 3. Loss of Membership**

AEWU's Justification: If ever a union member decides to withdraw his/her membership and is retained as an employee in the University, without any sanction, it would weaken the Union. The UNION proposed that if a union member withdraws his/her membership, his/her employment from the University shall also be automatically terminated.

The UNION referenced the CBA which states, "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.

ADMIN's Clarification: If a union member withdraws, what is the process? Should DOLE be informed?

AEWU's Response: There is due process from the UNION and the UNION thinks that the ADMIN shall not be involved in the decision of the UNION in dismissing a union member. The UNION will only inform the ADMIN of their decision.

ADMIN's Clarification: If the member only stated that he/she withdraws the membership verbally, what will be the effect?

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AEWU's Response: The UNION will require the withdrawal of membership in writing or sent through an e-mail.

ADMIN's Clarification: Is the process of voluntary resignation or withdrawal part of the Union's Constitution and By Laws (CBL)? Are there any distinctions for the withdrawal?

AEWU's Response: Yes, the process is in the CBL.

- **Article V. Union Right and Privileges, Section 5. Notice of Reassignment or Transfer**

AEWU's Justification: The UNION claims that there are supervisors who are power-tripping against some union officers, so their transfer should be consented to by the union officer affected.

ADMIN's Clarification: Is the UNION proposing that the consent of the Union officer must be given before a transfer is effected?

AEWU's Response: Yes.

- **Article V. Union Right and Privileges, Section 6. Written Notice to the Union**

AEWU's Justification: The UNION shall be informed of any administrative case of a union member so that the UNION can assist its members.

ADMIN's Clarification: The union member is advised that it has the right to decide whether to inform the union or not regarding his/her administrative case in compliance with the Data Privacy Act. The ADMIN does not have the right to divulge the information without the consent of the employee/union member to the UNION. TWO [2] copies of the Notice of Charge (NOC) are provided to the employee/union member and he can decide to provide the second copy to the UNION. Also, prior to being made to appear to receive the NOC, he/she is advised that he/she may bring with him/her a companion (including a union representative) or his/her legal counsel.

AEWU's Response: In case that the union member has an administrative case, the UNION shall be informed of the matter before it is brought before a Disciplinary Action Committee (DAC).

The UNION claimed that (a) it was the former practice of the University to inform the Union of all administrative charges; and (b) some union members are embarrassed to share with the officers that they have pending administrative cases.

- **Article VIII. Job Security and Lay-Off, Section 5. Layoff**
 - Change to AS IS

- **Article IX. Wages, Section 3. Wage Increase**

AEWU's Justification: The 10% increase refers to the New Gross Pay and is based on the audited Financial Statement for FY2022-2023.

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ADMIN's Clarification: The UNION is proposing for 10% increase for the General Increase (GI), and 10% for the Merit Increase (MI) (based on the New Gross Pay)? The ADMIN also asked if there is no salary cap.

AEWU's Response: Yes, based on the New Gross Pay. No salary cap.

ADMIN's Clarification: Why is the proposal in the wage increase prospective in effect?

AEWU's Response: To disregard reference to prospective effect.

ADMIN's Clarification: Is there any consideration on the MI percentages that will be given to the Union members based on their ratings (ranging from 1-6) or will all be given 10%, regardless of the score?

AEWU's Response: The UNION will review this and it will be discussed during the negotiations.

- **Article X. Signing Bonus, Section 1.**

ADMIN's Clarification: Where did the figure P15,000 come from?

AEWU's Justification: This is part of the proposal and will be discussed during the negotiations.

- **Article XI. Rice Allowance, Section 1.**

ADMIN's Clarification: Is the 10% per year?

AEWU's Response: Yes.

- **Article XIII. Overtime and Rest Day Pay, Section 5. Union Outing and Excursion**

ADMIN's Clarification: What is the purpose of granting a Union Leave with Pay (ULP) from the 365 days allocation for members who absent themselves from the Union outing?

Management recalled that this is contrary to the Union's previous positions that its members should attend the outing for camaraderie.

AEWU's Response: The proposal came from the members of the UNION. The UNION also realized that not all members wanted to join the outing. They will consult proponents from within their membership and will explain this item further.

The justifications for the following remaining provisions of the Union's Proposal shall be presented by the UNION in next meeting on Wednesday, 17 July 2024.

Article. XV. Dependent's Allowance

Article. XVI. Family Subsidy

Article XVII. Union Educational Benefits, Section 2

Article XVIII. Vacation Leave with Pay, Section 5. Unused Vacation Leaves

Article XXI. Emergency Leave with Pay, Section 1. Entitlement

Article XXII. Bereavement Leave and Assistance, Section 1. Bereavement Leave and Section 2. Bereavement Assistance



Article XXIII. Union Leave with Pay, Section 2 and Section 4
Article XXIV. Health Care
Article XXXI. Term and Effectivity

13. Closing prayer was led by Ms. Cristina R. Cabudsan

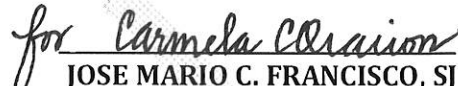
The meeting was adjourned at 3:55 p.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



JOSE MARIO C. FRANCISCO, SJ
Co-Chairperson