

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

MINUTES OF THE MEETING – 28 AUGUST 2024 / FABER HALL 101

AGENDA:

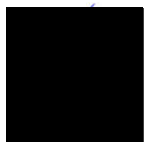
- Review of the Minutes of the August 7 and 14, 2024 Meetings
- Start of CBA Negotiations Proper

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. Reagan D. Diaz 11. Christopher E. Bron 12. Alejandro E. Ogayon 13. Norberto L. Canonigo 14. David G. Panogadia Observer: Jonard S. Sabandeja	For ADMIN: 1. Carmela C. Oracion, EdD 2. Fr. Raymund Benedict Q. Hizon 3. Atty. Alma Renee R. Pavia 4. Arch. Michael M. Canlas 5. Luis F. Dumlao, PhD 6. Cristina R. Cabudsan Observer: Aisa Dela Torre-Morana
Assisted by: 1. Atty. Eldrin Paul Garcia	Assisted by: 1. Atty. Edgardo Roman Manuel C. Balois 2. Atty. Maria Caterina Cristina R. Lopa 3. Atty. Abbygail M. Suria
	Secretariat: 1. Tomas L. Testa IV 2. Kaye Angela A. Reyes 3. Zaira Camille P. Cabaron

I. **Quorum:** Declared at around 9:32 a.m.

II. **Meeting Proper:**



1. Prayer led by Ms. Cristina R. Cabudsan.
2. Introduction of the Union and Admin Panel observers: Mr. Jonard S. Sabandeja for the Union Panel and Ms. Aisa Dela Torre-Morana for the Admin Panel.
3. Management informed the body that Fr. Raymund Benedict Q. Hizon will replace Fr. Mario Francisco as ADMIN Panel Co-Chairperson while the latter is dealing with health issues. The UNION acknowledged the replacement.
4. Review of the Minutes of the 7 August 2024 Meeting.

- **ARTICLE XV. DEPENDENTS' ALLOWANCE**
Section 1. Entitlement

- The ADMIN stated that upon reviewing the recording, the UNION confirmed "*Di ma'am. Ganto kasi yan. Kung ano yung proposal namin, yun na yun.*" The ADMIN further stated that the Minutes should reflect what was actually said during the meeting. Any changes or clarifications can be taken up later on, when the provisions are discussed and negotiated.
- The UNION concurred. Both Panels agreed to finalize and sign the Minutes of the 7 August 2024 Meeting.

5. Review of the Minutes of the 14 August 2024 Meeting.

- Page 4, Line 77, the UNION asked to reflect what the UNION President mentioned, that identifying Union-related activities is interference in UNION affairs on the part of ADMIN. The Secretariat will check the recording of the meeting.
- When referring to Union Leave with Pay, the UNION requested to reflect ULPay instead of ULP.

6. Start of the negotiation proper.

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

- The UNION reiterated its proposal that the positions of voluntary members should be considered unionized positions.
- The ADMIN explained that the voluntary members joined the UNION at their own volition and in their personal capacity. The MOA speaks of people and not positions. The positions of voluntary union members do not become part of the scope of the bargaining unit/Union because the University also gives their replacement the same freedom to choose whether or not they want to join the UNION.
- The UNION suggested deferring the provision. The ADMIN clarified what the UNION means by "defer".

- The ADMIN inquired about the UNION's feedback on the proposed Appendix A.
- The UNION does not agree with the contents of Appendix A because they believe that the new job classifications will entail additional work for the members. The UNION shared that some Maintenance I personnel are only supposed to have cleaning tasks but they are now also doing electrical work. The specific example cited was 'changing light bulbs'.
- The ADMIN explained that the main purpose of the job reclassification is to give the employees a clear path forward for promotions and job improvements. Moreover, ADMIN explained that the job reclassification is done across the different units and departments throughout the entire University.
- The UNION clarified that they accept the counter-proposal of the ADMIN as stated, but they do not agree with the contents of Appendix A.
- Both Panels agreed to DEFER this provision.

7. Break at 10:28 AM

8. Resumed at 10:55 AM

9. Signing of the Minutes of 7 August 2024 Meeting

10. Continuation of the negotiation proper.

- **Article I. Union Recognition, Section 3**

- The ADMIN inquired if the additional phrase in the UNION's proposal, "*who voluntarily withdraws his/her membership*" is also in the Constitution and By-Laws (CBL) of the Union.
- The UNION answered that the CBL is only for the consumption of the Union members and reiterated that their proposal is only to prevent voluntary members from withdrawing from the Union.
- The ADMIN explained that under labor laws, the University is the employer of the Union members such that if a case is filed for illegal dismissal, the Respondent party would be the University and not the Union.
- The UNION explained that their proposal is for the protection of the Union as a whole since it will discourage members from voluntarily withdrawing from their membership. It would be unfair because the Union members receive benefits from the efforts of the union officers, so they should not be able to withdraw as they please.

- The UNION stated that the provision will be further discussed with its members.

11. Lunch at 11:45 AM

12. Resumed at 1:45 PM

- **Article V. Union Rights and Privileges, Section 5. Notice of Assignment or Transfer**

- The ADMIN stated and the UNION acknowledged that the transfer of employees is part of management's prerogative.
- The UNION claimed that in the past, there were no AEWU officers who had been transferred or reassigned to another unit.
- The UNION cited a transfer of an officer, which was perceived as a case of 'napag-initan' but the ADMIN asserted that there has not been any prejudice in the transfer of any AEWU officer.
- Both Panels agreed to retain the existing provision. Thus:

Section 5. Notice of Reassignment or Transfer.

The Administration shall not reassign or transfer any union officer from his/her current section or unit without informing the Union.

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

- The UNION said that should a union member be called to receive a Notice of Charge (NOC), he/she should be accompanied by a union officer.
- The ADMIN explained that the union member is given the opportunity to decide for himself/herself who he/she shall engage to assist him/her (receiving the NOC, responding to the NOC, appearing before the DAC). This is in consonance with the National Privacy Commission's Advisory Opinion No. 2020-013 where it opined that administrative cases are considered confidential/sensitive personal information.
- Both Panels agreed to retain the existing provision. Thus:

Section 6. Written Notice to the Union.

The Administration 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.

- **Article VIII. Job Security and Lay-Off, Section 5. Lay-Off**
 - Both Panels agreed to retain the existing provision. Thus:

SECTION 5. Lay-off.

Upon mutual agreement, an employee can be laid off without separation pay while awaiting future job openings for six (6) months. If after six months, there is still no possible job opening the employee will be laid-off with benefits as provided by law.

13. Break at 2:42 PM

14. Resumed at 3:15 PM

- **Article XXI. Emergency Leave with Pay, Section 1. Entitlement**
 - The UNION explained that those who go home to provinces for emergencies require additional days of EL. The UNION further explained that this provision is not abused by its members.
 - The ADMIN responded that its position is based on available data from HR, which shows that the twelve (12) days emergency leave is enough for the Union members as no Union members exceeded twelve (12) days of EL.
 - The ADMIN will further discuss this provision internally.
- **ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE**
Section 1. Bereavement Leave.
 - The additional three (3) days proposed by the UNION Panel is for the members to have ample time for bereavement practices, especially when they need to go to faraway provinces.
 - The ADMIN will further discuss this provision internally.
- **Article XXIII. Union Leave with Pay, Section 1.**
 - The UNION is asked to determine and list the "other Union-related activities" as the ADMIN seeks to be clarified on their proposed provision.
 - For this provision, the UNION will discuss this further with its members and the ADMIN will also further discuss this internally.

15. Closing prayer was led by Mr. Jonard S. Sabandaja.

The meeting was adjourned at 3:59 p.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



CARMELA C. ORACION, EdD
Co-Chairperson