

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

MINUTES OF THE MEETING – 4 SEPTEMBER 2024 / FABER HALL 101

AGENDA:

- Review of the Minutes of the August 14 and 28, 2024 Meetings
- Continuation of the 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. Rhoderick N. Torres 12. Alejandro E. Ogayon 13. Norberto L. Canonigo 14. David G. Panogadia Observer: Noah T. Urbino	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: Crisman P. Esparas
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 9:48 a.m.

II. **Meeting Proper:**

1. Prayer led by Mr. Eugene U. Bulatao.
2. Introduction of the Union and Admin Panel observers: Mr. Noah T. Urbino for the Union Panel and Mr. Crisman P. Esparas for the Admin Panel.
3. Review of the Minutes of the 14 August 2024 Meeting.
 - Both Panels agreed to finalize the Minutes of the Meeting.
4. Review of the Minutes of the 28 August 2024 Meeting.
 - There were no corrections. Both Panels agreed to finalize the Minutes of the 28 August 2024 Meeting.
5. Continuation of the negotiation proper.
 - The AEWU Panel requested for the afternoon postponement (½ day) of the CBA Negotiations. The ADMIN granted the UNION's request.

- **Article XXVII. GRIEVANCE MACHINERY**
Section 8. Appeal

- The ADMIN presented their counter-proposal on the procedure of the Grievance Machinery. Thus:
 - ADMIN proposes to increase days to resolve grievances submitted by the Union.
 - ADMIN proposes to add an additional Step IV: "Parties shall exhaust all means to resolve the dispute amicably, including but not limited to requesting for assistance from the NCMB."
 - ADMIN proposes to revise the manner of selection of nominees to the Voluntary Arbitration Panel, as follows:

Voluntary Arbitration for all grievances by a panel of arbitrators consisting of:

1. A voluntary arbitrator chosen by the Union,
2. A voluntary arbitrator chosen by the Administration,
and
3. A voluntary arbitrator mutually chosen by the voluntary arbitrators chosen by the Union and the Administration (as identified in Items 1 and 2).

- The ADMIN stated that the purpose of its proposal with regard to the additional days is to reflect actual practice and to exhaust available opportunities to resolve the grievance at the plant level.

- With regard to the additional Step IV, ADMIN stated that the purpose is to try to resolve grievances at the University-level so as to avoid litigation/bringing cases to the NCMB.
- With regard to the selection of VA Nominees, ADMIN stated that this reflects actual practice since the current manner of selection is cumbersome; even the DOLE/NCMB have difficulty applying the requirement to have PAVA submit a list of nominees.
- The UNION does not agree with the counter-proposals and suggested to retain the existing procedure. The UNION stated that ADMIN's proposal will delay the process of the grievance. The UNION further stated that the delay would add stress to the member/s who raised the grievance.

6. Break at 10:12 AM

7. Resumed at 10:43 AM

8. Continuation of the negotiation proper.

- Both Panels agreed to defer **Article XXVII. GRIEVANCE MACHINERY, Section 8.**

- **Article XXVII. GRIEVANCE MACHINERY
Section 10.**

- ADMIN presented its proposal, as follows:

Section 10. The Voluntary Arbitration panel shall have the authority to interpret any provision or provisions of this Agreement and apply it/them to a particular case. However, it does not have the authority to add to, subtract from, or modify the provision(s) of the Agreement even if in the panel's judgment the language of the Agreement is inadequate. The decision of the panel on all grievances shall be final and binding to the Administration and the Union

- ADMIN proposes to delete the first sentence because selection of VA nominees is already covered by Section 8.
- Both Panels decided to defer this provision as this is part of the grievance machinery.

- **Article XXVII. GRIEVANCE MACHINERY
Section 12. Expenses of Arbitration**

- ADMIN proposed to have equal sharing for arbitration fees.
- UNION proposes to retain the current provision because the Union has no funds for this.
- Both Panels agreed to discuss this provision at the next meeting.

- **ARTICLE XXXI. Term and Effectivity**

- The ADMIN's counter proposal is to have the effectivity of the economic provisions until 31 August 2027 and all other provisions until 31 August 2029.
- The purpose of the proposal is to align the schedule and avoid delays so that CBA negotiations can begin when the final enrollment data of the University becomes available.
- The UNION said that it uses the last year's data in coming up with its proposal.
- The ADMIN said that it is important to get the data for the current school year because the effectivity of the CBA is for the next 3 years. It is further stated that the committed amounts can't be based on last year's budget since this has been used in the University operations for that year. The basis should be the budget for the current school year and the projected budget for the next school years.
- The UNION said that this will be discussed in the wages since several members will be affected by this.
- Both Panels agreed to discuss this provision further.

9. Signing of the Minutes of the August 14 and 28, 2024 Meetings.

- **Article I. Union Recognition**

- The UNION stated that they agree to the existing provision as long as Appendix A will not be changed.

- **Article II. Section 3. Loss of Membership**

- The UNION said that they agree to retain the existing provision.
- The ADMIN said that they agree to adopt the additional statement "*or who voluntarily withdraws his/her membership*" from the Union Panel.
- Both Panels agreed on this provision. Thus:

Article II. Section 3. Loss of Membership

SECTION 3. 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 or who voluntarily withdraws his/her membership 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 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 Administration 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 Administration 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.

- **Article XXI. Emergency Leave with Pay**

- **Section 1. Entitlement**

- The UNION is taking a firm stand on its proposal re: ELP because they are allegedly forced to use their ELP when onsite work is suspended due to inclement weather and/or transport strikes.
 - Both Panels agreed to discuss the provision further.

- **Article XXII. Bereavement Leave and Assistance**

- **Section 1. Bereavement Leave.**

- Both Panels agreed to retain the existing provision. Thus:

ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE

Section 1. Bereavement Leave.

The Administration shall grant bereavement leave of ten (10) days with pay in case of death of legitimate spouse, legitimate children, parents, parents-in-law, brother or sister of a covered employee upon presentation of a certified true copy of registered death certificate.

10. Summary of discussions on non-economic provisions:

AGREED	DEFERRED
● Article II. Union Security, Section 3. Loss of Membership in the Union ● Article V. Union Rights and Privileges, Section 5. Notice of Reassignment and Transfer ● Article V. Union Rights and Privileges, Section 6. Written Notice to the Union	● Article I. Union Recognition, Section 1. (1st Deferment) ● Article XXVII. Grievance Machinery, Section 8. (1st Deferment) ● Article XXVII. Grievance Machinery, Section 10. (1st Deferment)

Article XXII. Bereavement Leave, Section 1. Bereavement Leave	
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11. Closing prayer was led by Fr. RB Hizon.

The meeting was adjourned at 11:45 a.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



CARMELA C. ORACION, EdD
Co-Chairperson