

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

MINUTES OF THE MEETING – 18 SEPTEMBER 2024 / FABER HALL 101

AGENDA:

- Review of the Minutes of the September 11, 2024 CBA Negotiations Meeting
- Presentation of the ADMIN's counter-proposal for the economic provisions

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: Joel A. Naza	For ADMIN: 1. Carmela C. Oracion, EdD 2. Fr. 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: Perfecto R. Guerrero III
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 9:34 a.m.

II. **Meeting Proper:**

1. Prayer led by Mr. Joel A. Naza.
2. Introduction of the Union and Admin Panel observers: Mr. Perfecto R. Guerrero III for the Admin Panel and Mr. Joel A. Naza for the Union Panel.
3. Review of the Minutes of the 11 September 2024 CBA Negotiations Meeting.
 - Union proposed the following revisions:
 - For breaks, include who requested for the break.
 - Under the Agenda portion, specifically the first bullet, reflect that the Minutes is related to the CBA Negotiations Meetings.
4. The UNION inquired if CFMO Director - Ar. Michael Canlas signed the last CBA. Ar. Canlas responded that the answer is in the CBA itself.
5. The UNION inquired if their recollection is correct that the ADMIN said at the last meeting "hindi pa tayo nagg-CBA". The ADMIN clarified that upon the advice of the legal counsel and confirmed by the UNION, the ADMIN only presented their counter-proposals for the economic provisions during the last CBA meeting, and there have been no negotiations per se on the economic provisions of the CBA.
6. ADMIN shared the salary breakdown of employees as of August 31, 2024. With 2,959 University employees, the share of the Union in the TIP is 5.12%.
7. The UNION asked if the 2,959 includes the administrators. The ADMIN answered in the affirmative. The UNION stated its position that in the Commission on Higher Education (CHED) memorandum, administrators should not be included in the count. Upon checking CHED Memorandum Order No. 03, Series of 2012 under Article III. Consultation Process and Requirements, Section 7. Procedures, it states:

7.2.3. The Certificate of Compliance (COC) shall state that:

"FOR INCREASE IN TUITION, seventy percent (70%) of the proceeds derived from the tuition fee increase for the current school year are being used for the payment of increase in salaries, wages, allowances and other benefits of its teaching and non-teaching personnel and other staff, except administrators who are principal stockholders of the HEI, and may be used to cover increases as provided for in the Collective Bargaining Agreement (CBA), if any, existing or in force at the time when Republic Act (R.A.) 6728 was approved and made effective."

The ADMIN explained that the University is a non-stock, non-profit organization so it does not have stockholders or "administrators who are principal stockholders of the HEI."

8. The UNION raised an observation on the submitted discrepancy in figures in the Financial Statements (FS).

FS 2022-2023 - 3,344,286,266

FS 2023-2024 - 3,599,848,531

The ADMIN also sought clarification from the Central Accounting Office (CAO) regarding the discrepancy in the figures. The difference between the FS 2022-2023 and FS 2023-2024 is the reclassification of fees in the Ateneo School of Government (ASOG). Previously, the customization of fees of ASOG was part of the tuition. In the FY 2023-2024, it is already part of the Fees.

The ADMIN added that the external auditors also were able to look at the Financial Statements that were submitted to the Security and Exchange Commission (SEC).

The UNION asked if the FS 2023-2024 were already filed in the SEC because when they last checked, it is not yet reflected in the website. The ADMIN answered that the FS was submitted to the SEC last September 13, 2024.

9. In response to the Union's request from the last meeting, ADMIN shared that 70% of TIP for Year 1 is Php 144,279,276. The Union's share is based on the 5.12% salary ratio, as explained earlier. Upon inquiry by the UNION, ADMIN confirmed that the basis for the TIP are the numbers for SY 2024-2025. UNION then requested for additional data in order to verify the numbers shared by ADMIN.
10. The ADMIN requested for a break at 10:20 a.m.
11. Resumed at 10:40 a.m.
12. The UNION requested for the total number of students from grade school to college and graduate school. ADMIN responded that they will request for said figures from the Central Accounting Office (CAO), as well as clearance to release the same if not considered confidential information.
13. The Panels proceeded with the negotiation of the economic provisions.

ARTICLE X. SIGNING BONUS

- The UNION wanted to remove the "Goodwill" conditions in the signing bonus. The UNION claims that it is not a goodwill if there are conditions stipulated in the provision.

- ADMIN responded that its counterproposal is based on the parties' mutual desire to conclude negotiations at the University-level without any third party intervention.
- The UNION said "*Katulad niyan, exaggerated nalang, ieexaggerate ko na, gawin niyong isang milyon yan, sa mga kundisyones na gusto ko, papayag kayo? Di ba hindi rin, kasi may kundisyones.*" For now, their position is to request for a Php 10,000.00 signing bonus that is not subject to any conditions.
- Both Panels agreed to defer this provision (1st deferment).

ARTICLE XI. RICE ALLOWANCE

- The UNION stated that they are firm with their proposal on the rice allowance.
- Both Panels agreed to defer this provision (1st deferment).

ARTICLE XV. DEPENDENT'S ALLOWANCE

- The UNION stated that they are firm with their proposal of Php 660.00 for dependent's allowance.
- Both Panels agreed to defer this provision (1st deferment).

ARTICLE XVI. FAMILY SUBSIDY

- The UNION stated that they are firm with their proposal of Php 550.00 for family subsidy.
- Both Panels agreed to defer this provision (1st deferment).

ARTICLE XVII. UNION EDUCATIONAL BENEFITS

Section 2.

- Both Panels agreed to defer this provision (1st deferment).

ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE

- The UNION stated that if the ADMIN can propose a Php 1,000.00 increase in the bereavement assistance, they can also increase on the other economic provisions.
- ADMIN responded that they agreed to increase the Bereavement Assistance by Php1,000.00 because the justification shared by the UNION was well taken.
- The UNION agreed to the counter-proposal of ADMIN. Thus:

Article XXII. BEREAVEMENT LEAVE AND ASSISTANCE

Section 2. Bereavement Assistance.

For death of legitimate spouse, legitimate children, parents, parents-in-law, brother or sister, the Administration will grant bereavement assistance per employee family amounting to:

- a. June 1, 2024 to May 31, 2025 - Twelve Thousand Pesos (Php 12,000.00);
- b. June 1, 2025 - May 31, 2026 - Twelve Thousand Pesos (Php 12,000.00);
- c. June 1, 2026 - May 31, 2027 - Twelve Thousand Pesos (Php 12,000.00);

14. The UNION requested for an early lunch break at 11:34 a.m.

15. Resumed at 1:30 p.m.

16. The ADMIN said that the cost of the total package of the UNION's proposal is P27 Million for Year 1. Union confirmed that they have the "around the same" computation for their Year 1 proposal.

17. The ADMIN said that they are willing to lay down their counter-proposal on Wage. The UNION claimed that since they do not have the enrollment figures yet, Parties should discuss the deferred provisions in the meantime.

18. The UNION claimed that **Article I. Union Recognition, Section 1** has been deferred twice already. The ADMIN said that the records will be checked first.

19. The Panels discussed **Article XXVII. Grievance Machinery** but no agreements were made.

20. The ADMIN asked for a break at 1:45 p.m.

21. Resumed at 1:55 p.m.

22. The ADMIN said that upon checking the signed Minutes of the Meetings, **Article I. Union Recognition, Section 1** has been deferred only **once** during the 28 August 2024 CBA Negotiation Meeting. The UNION concurred.

23. The ADMIN also reminded the UNION about what was stipulated in the Ground Rules regarding deferred items:

14. Deadlock

A. Deferred provisions shall be discussed after all other provisions have been agreed upon or likewise deferred. The parties agree that any provision deferred three (3) times shall be considered a deadlocked provision.

24. ADMIN clarified that the following items are neither agreed nor deferred, as they were tagged as "for further discussion": Wages, EL with Pay, UL with Pay, and Union Outing. Further, the ADMIN said that for the Union Leave with Pay

provision, the ADMIN's request for a list of "other Union related activities" remains pending with the UNION since August 28, 2024.

25. The UNION asked when the requested data would be provided to them. The ADMIN said that they will seek approval from the concerned office/s and aspire to give an update by Monday or even earlier.

26. Closing prayer was led by Mr. Reagan D. Diaz

Agreed	For Further Discussion	Deferred
- ARTICLE I. UNION RECOGNITION. Section 3. Loss of Membership - ARTICLE V. UNION RIGHTS AND PRIVILEGES. Section 5. Notice of Reassignment or Transfer - ARTICLE V. UNION RIGHTS AND PRIVILEGES. Section 6. Written Notice to the Union - ARTICLE XVIII. VACATION LEAVE WITH PAY. Section 5. Unused Vacation Leaves - ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE. Section 2. Bereavement Assistance - ARTICLE XXIV. HEALTH CARE. Section 1. Health Care Plan	- ARTICLE IX. WAGES. Section 3. Wage Increase - ARTICLE XIII. OVERTIME AND REST DAY PAY. Section 5. Union Outing/Excursion - ARTICLE XXI. EMERGENCY LEAVE WITH PAY. Section 1. Entitlement - ARTICLE XXIV. UNION LEAVE WITH PAY. Section 2. - ARTICLE XXIV. UNION LEAVE WITH PAY. Section 4. Union Outing - ARTICLE XXVII. GRIEVANCE MACHINERY. Section 12. Expenses of Arbitration - ARTICLE XXXI. TERM AND EFFECTIVITY. Section 1.	- ARTICLE I. UNION RECOGNITION. Section 1 (1st deferment) - ARTICLE X. SIGNING BONUS (1st deferment) - ARTICLE XI. RICE ALLOWANCE. Section 1 (1st deferment) - ARTICLE XV. DEPENDENTS' ALLOWANCE. Section 1. Entitlement (1st deferment) - ARTICLE XVI. FAMILY SUBSIDY. Section 1 (1st deferment) - ARTICLE XVII. UNION EDUCATIONAL BENEFITS. Section 2. (1st deferment) - ARTICLE XXVII. GRIEVANCE MACHINERY. Section 8. Grievance Procedure (1st deferment) - ARTICLE XXVII. GRIEVANCE MACHINERY.

		Section 10. Grievance Procedure (1st deferment)
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The meeting was adjourned at 2:07 p.m.

FOR THE UNION:

[REDACTED]

RAYMOND C. TANO
President

FOR THE ADMINISTRATION:

[REDACTED]

CARMELA C. ORACION, EdD
Co-Chairperson

FINAL