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

# MINUTES OF THE MEETING – 25 SEPTEMBER 2024 / FABER HALL 302

### AGENDA:

- Review of the Minutes of the September 18, 2024 CBA Negotiations Meeting
- Continuation of the CBA Negotiations

**NOTE**: Prior to the meeting, the Union sent a written request for postponement of the PM session due to an emergency union meeting scheduled for the same day.

#### 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. Eugine 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	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: Mary Journelyn R. Sobremonte
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 9:40 a.m.

## II. Meeting Proper:

- 1. Prayer led by Fr. RB Q. Hizon, SJ.
- 2. Introduction of the Union and Admin Panel observers: Ms. Mary Journelyn R. Sobremonte for the Admin Panel and Mr. Ricky C. Tano for the Union Panel.
- 3. Review of the Minutes of the 11 September 2024 CBA Negotiations Meeting.
  - Since there are no other corrections, the Panels proceeded with the signing of the Minutes of the 11 September 2024 CBA Negotiations Meeting.
- 4. Review of the Minutes of the 18 September 2024 CBA Negotiations Meeting.
  - Page 2, Item #6.
    - The UNION requested to add the question of the Union President regarding whether or not the 5.12% salary ratio of the Union vis-a-vis the rest of the University employees includes the administrators. Secretariat to revise the Minutes.
  - Page 3, Item #13 re Article X. Signing Bonus.
    - The UNION clarified that "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." The UNION further clarified that "Ang punto namin, kasi nagbigay kayo ng halagang Php 3,500, tapos parang naka-posas. Ang sinasabi lang po na magbibigay ka, kahit maliit [ang signing bonus], ok lang, basta walang kundisyones. Kasi parang nakatali sa, parang walis tingting na nakatali na hindi ka na pwede bumitaw. Hindi ba? Walang karapatan. Hindi sa sinasabi kong kahit na Php 3,500 malaki, kahit maliit na halaga basta hindi ka nakatali. Yun lang po."
    - The ADMIN said that they understood the President's statement as "if the price is right, the Union does not have any issue with the conditions and name, Goodwill Signing Bonus."
    - Parties agreed to clarify the UNION's joke in the Minutes of today's CBA negotiation meeting.
- 5. The UNION asked for a break at 10:08 a.m.
- 6. Resumed at 10:28 a.m.
- 7. Re: ARTICLE XXIII. UNION LEAVE WITH PAY. Section 2.
  - The Union submitted a revised proposal under this provision. Thus:

Section 2. The Administration shall likewise grant a total of Three Hundred Sixty Five (365) days union leave with pay to union officers and/or members for the purpose of attending seminars, conferences regarding unionism and other union related activities including but not limited to:

- A. Activities wherein officers are exercising their official functions;
- B. Providing assistance and services to members relative to their rights and duties as Union members;
- C. Union education activities within and outside the University;
- D. Processing and filing of legal documents relative to exercise of Union rights;
- E. Union electoral proceedings;
- F. Trade union activities;
- G. Other analogous cases; and
- H. Emergency Meetings.
- Re: b. Providing assistance and services to members relative to their rights and duties as Union members, the ADMIN asked the Union for some examples of "assistance and services". The UNION answered as an example is humanitarian aid and all other matters that the Union members would be needing assistance and service with. The UNION also stated that they will brainstorm on the proposed wording of the ADMIN for this provision.

## 8. Re: Article XXIII. Union Leave with Pay, Section 4. Union Outing

- The UNION acknowledged that their proposal implies 2 days for ocular inspection, 2 days for logistic preparations and 1 day for the outing.
- The ADMIN said that in the current provision, the ocular and preparation are 2 days and 1 day for the outing proper.
- A Union Officer suggested one (1) day for the ocular, two (2) days for the logistic preparations, and one (1) day for the outing. However, the Union President countered that it would be two (2) days for the ocular, one (1) day for the logistic preparations and one (1) day for the outing.
- The ADMIN asked who will be joining the ocular and the UNION answered that it will only be the following: 1) President, 2) Vice President, 3) Secretary, 4) Treasurer and 5) Auditor. But, for the logistics preparations, it will be all the union officers and shop stewards.
- The ADMIN shall provide an updated counter proposal on this item.

## 9. Re: Article XXIV. Union Leave with Pay

- Parties agreed to retain the following provision:

SECTION 5. UNION OUTING/EXCURSION.

All Union members who are authorized to and do stay for work as certified by supervisor/ unit head on scheduled union outing/excursion shall be paid two hundred percent (200%) of his daily rate.

10. Closing prayer led by Mr. Ricky C. Tano.

Agreed	For Further Discussion	Deferred
<ul> <li>ARTICLE I. UNION         RECOGNITION.         Section 3. Loss of         Membership</li> <li>ARTICLE V. UNION RIGHTS         AND PRIVILEGES. Section 5.         Notice of Reassignment or         Transfer</li> <li>ARTICLE V. UNION RIGHTS         AND PRIVILEGES. Section 6.         Written Notice to the Union</li> <li>ARTICLE VIII. JOB SECURITY         AND LAY-OFF. Section 5         (Agreed to Retain)</li> <li>ARTICLE XVIII. VACATION         LEAVE WITH PAY. Section 5.         Unused Vacation Leaves</li> <li>ARTICLE XXII.         BEREAVEMENT LEAVE AND         ASSISTANCE. Section 2.         Bereavement Assistance</li> <li>ARTICLE XXIV. HEALTH         CARE. Section 1. Health Care         Plan</li> <li>ARTICLE XIII. OVERTIME         AND REST DAY PAY.         Section 5. Union         Outing/Excursion</li> </ul>	<ul> <li>ARTICLE IX. WAGES.         Section 3. Wage Increase</li> <li>ARTICLE XXI. EMERGENCY         LEAVE WITH PAY. Section 1.         Entitlement</li> <li>ARTICLE XXIV. UNION         LEAVE WITH PAY. Section 2.</li> <li>ARTICLE XXIV. UNION         LEAVE WITH PAY. Section 4.         Union Outing</li> <li>ARTICLE XXVII. GRIEVANCE         MACHINERY. Section 12.         Expenses of Arbitration</li> <li>ARTICLE XXXI. TERM AND         EFFECTIVITY. Section 1.</li> </ul>	<ul> <li>ARTICLE I. UNION RECOGNITION. Section 1 (1st deferment)</li> <li>ARTICLE X. SIGNING BONUS (1st deferment)</li> <li>ARTICLE XI. RICE ALLOWANCE. Section 1 (1st deferment)</li> <li>ARTICLE XV. DEPENDENTS' ALLOWANCE. Section 1. Entitlement (1st deferment)</li> <li>ARTICLE XVI. FAMILY SUBSIDY. Section 1 (1st deferment)</li> <li>ARTICLE XVII. UNION EDUCATIONAL BENEFITS. Section 2 (1st deferment)</li> <li>ARTICLE XXVII. GRIEVANCE MACHINERY. Section 8. Grievance Procedure (1st deferment)</li> <li>ARTICLE XXVII. GRIEVANCE MACHINERY. Section 10. Grievance Procedure (1st deferment)</li> </ul>

The meeting was adjourned at 11:27 a.m.

FOR THE UNION:

RAYMOND C. TANO President FOR THE ADMINISTRATION:

CARMELA C. ORACION, EdD Co-Chairperson