

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

MINUTES OF THE MEETING – 2 OCTOBER 2024 / FABER HALL 101

AGENDA:

- Review of the Minutes of the September 18 and 25, 2024 CBA Negotiation Meetings
- Continuation of the CBA Negotiations

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: Arvin P. Pajarillo	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: Darwin A. Enguerra
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 9:38 a.m.

II. **Meeting Proper:**

1. Prayer led by Mr. Arvin P. Pajarillo.

2. Introduction of the Union and Admin Panel observers: Mr. Darwin A. Enguerra for the Admin Panel and Mr. Arvin P. Pajarillo for the Union Panel.
3. Review of the Minutes of the 18 September 2024 CBA Negotiations Meeting.
4. The UNION, through its President Mr. Tano, suggested that the minutes should be verbatim to capture all the discussions between the Parties. He also mentioned that this was done in previous CBA cycles.
5. The ADMIN further clarified that as has been done in practice, the minutes are supposed to be a summary of what was discussed during the negotiations rather than a transcription of the proceedings.

The UNION said *"Yes ma'am, ang problema nga po ma'am, naiiba yung meaning eh. Kasi last nego naman ng Admin...yung panahon pa nila Amata, ganun eh, nakita ko yung Minutes nila. Kung sino nagsalita, sino nagsabi..."*

6. The ADMIN, quoted the Ground Rules, which state:

"The Secretariat of the Administration Panel shall take down the attendance and minutes of each meeting stating the following:

1. Matters raised and discussed during the meeting;
2. Items agreed upon, if any; and
3. Items that have been deferred by mutual agreement."

7. The UNION reiterated its earlier clarification that the statement re: 1 Million Goodwill Signing Bonus was an exaggeration. Yet, this was not yet clarified in the Minutes. The ADMIN confirmed that it would be retained in the September 18 Minutes, but clarified as a joke or exaggeration in the September 25 Minutes.
8. The UNION further clarified that the statement of Union officer Rogelio Ansano was not fully captured in the Minutes. Mr. Ansano clarified: *"... ang paliwanag ko po noon, maliit man o malaki, basta hindi kami nakaposas o nakatali na parang walang kalayaan... parang walis ting ting.."*
9. ADMIN manifested that if the UNION wants a transcription, they can prepare one to be compared with the Minutes prepared by the Secretariat. ADMIN further mentioned that transcriptions can be used for specific parts of the Meeting if wording on the summary cannot be agreed upon.
10. The ADMIN said that the provision in the September 18, 2024 CBA Minutes of the Meeting re: Goodwill Signing Bonus is material. Thus, the UNION was asked to give the Secretariat their transcription of the recording.

11. The UNION said that the Lay-Off provision should also be reflected in the agreed provisions. Parties confirmed that they previously agreed to retain this "as is".
12. The UNION said that the provision on Union Recognition has been deferred twice (2). The ADMIN agreed that the first deferment happened in the August 28, 2024 Minutes of the Meeting. However, upon review of the prior minutes by the ADMIN and the UNION it became clear that there was no 2nd deferment of the provision. The ADMIN pointed out that based on the next minutes of the meeting, the UNION only retained their position on the provision.

A break was requested by the UNION at 10:30 a.m.

Resumed at 11:05 a.m.

13. The ADMIN was about to present the counter proposal on the Union Leave with Pay, however, the UNION interrupted and reminded everyone about the Ground Rules that the Secretariat is not allowed to participate in the negotiations.
14. The ADMIN presented the Union Leave with Pay and gave the handwritten hardcopy of the counter proposal to the UNION. Thus:

SECTION 2. The Administration shall likewise grant a total of Three Hundred Sixty-Five (365) days union leave with pay per year to union officers and/or members limited to the following purposes:

- (a) Attending seminars, conferences regarding unionism, and union education activities;*
- (b) Assisting Union Members in administrative hearings of disciplinary investigations within the University;*
- (c) Conducting brainstorming sessions one (1) day per week for the duration of CBA Negotiations; and*
- (d) Conducting Emergency Meetings that cannot be held outside working hours.*

In order to maximize the 365 days union leave with pay under this Section, only ½ day Union Leave with Pay shall be used and charged if the purpose of the leave shall not take up more than four (4) hours of work.

For items (a) to (c), and in line with the existing University Policy, the Union shall secure approval for Union Leaves at least three (3) days prior to the date of the intended leave. For item (d), the Union shall secure approval for Union Leaves at least twenty-four (24) hours prior to the intended meeting.

The Union shall also submit proof of attendance in the above-stated events within five (5) days from the day the leave is taken.

SECTION 3. UNION SUMMER OUTING. The Administration agrees to allow officers and members of the Union to go on union leave with pay to attend the Summer Outing sponsored by the Union. Each covered employee shall be allowed a one-day union leave per year for this purpose.

SECTION 4. OCULAR INSPECTION AND LOGISTICAL PREPARATIONS. In relation to the Union Summer Outing, Administration agrees to grant:

Two (2) days union leave with pay for the Union President, Vice President, Secretary, Treasurer, and Auditor for the purpose of conducting an ocular inspection of the venue for the Union Summer Outing.

One (1) day union leave with pay for the incumbent Union Officers¹ and five (5) Shop Stewards on the day immediately preceding the scheduled Union Summer Outing for the purpose of taking care of physical arrangements and logistics for the said event.

In line with existing University Policy, the Union shall secure approval for Union Leaves at least three (3) days prior to the date of the intended leave.

15. The UNION said that they will discuss the proposal on Union Leave with Pay.
16. The UNION said that they will drop their proposal for the Emergency Leave with Pay and both panels agreed to retain the existing provision, thus:

ARTICLE XXI. EMERGENCY LEAVE WITH PAY

Section 1. Entitlement.

All covered employees who complete one (1) continuous year of service in the University shall be entitled to emergency leave with pay of not more than twelve (12) working days each fiscal year.

Early lunch break was requested by the UNION at 11:18 a.m.

Resumed at 1:30 p.m.

17. Article XXVII. Section 12. Expenses of Arbitration

¹ Union Officers are those occupying the Officer-positions outlined in the Union's Constitution and By-Laws, as duly reported to the Department of Labor and Employment and submitted to the UHROSS for its records.

The UNION said that they are “as is” with the provision. The ADMIN said that they were inclined to drop the rest of the provision if the UNION will accept the VA composition on Section 8 and Section 10.

18. The UNION said they still retain the existing provision for the VA composition.

19. Both panels deferred Article XXVII, Section 12, for the first time (1st Deferment).

20. Article XXXI. Section 1. Term and Effectivity

The ADMIN reiterated the proposal of the UNION that “all economic provisions shall be enforced on the date of ratification.” The UNION agreed.

21. The ADMIN asked if the UNION was sure about their proposal and pointed out that there is no provision for retroactivity in the proposal, as it is formulated.

22. The UNION said that they need to clarify their proposal because when they came up with it, they had no assistance (*kami-kami lang*) and they were rushing to submit their proposal by June 1, 2024.

23. The ADMIN manifested that in a sign of utmost good faith, they would permit the UNION to discuss and rethink their proposal.

24. Both panels agreed to take a break.

Break at 1:50 p.m.

Resume at 2:28 p.m.

25. The UNION read their re-worded proposal on the Term and Effectivity, Sec. 1:

All the economic provisions of this agreement shall be enforced and effect from ratification up to May 31, 2027. Accordingly, all the economic provisions/benefits shall retroact from June 1, 2024 up to the ratification of this agreement.

26. The ADMIN clarified that under the UNION’s current proposal, it is asking for automatic retroactivity even if negotiations go beyond 6 months and the UNION affirmed.

27. The ADMIN said “...tatapatin kita pangulo ha. Kaya ko pinaulit yun, hindi ko talaga maintindihan. Pero palagay ko hindi ko maintindihan kasi nagpapalpitante ako sa lungkot sainyo. Imagine, automatic retro? Nakaka-palpitante kayo talaga ng dahil sa lungkot”.

28. With the proposed automatic retroactivity *after having pointed out to the UNION, in the spirit of good faith*, that their proposal, as formulated, did not include a provision on retroactivity. The ADMIN called for the adjournment of the meeting. Thus:

Richard Yap: *Kung i-defer na lang muna natin yung Term & Effectivity.*
Dr. Oracion: *Uh huh.. Pasensya ka na, di kami makasagot, hindi ako maka-get over ah. Pwede bang mag-adjourn na muna tayo at mapag-isipan namin yung... hindi makadefer ngayon kasi hindi pa namin napag isipan yan.*
Fr. RB: *Kasi ngayon niyo lang binigay yan.*

29. The UNION asked when the ADMIN panel will provide the enrollment data that they (the Union) supposedly need before discussing the economic provisions of the CBA. Parties discussed:

M. Tano Kung mag request kayo ng early adjournment ngayon, ang tanong naman namin kailan nyo maibibigay yung basehan nyo sa 144 milyon na 70 percent na sinasabi nyo. Para mapag aralan namin. Kasi, 2 months na lang siguro.

Dr. Oracion Ang bilis nga natin ngayon.

M. Tano Yes ma'am tatagal tayo, kasi talagang tatagal tayo sa wages na. Ang hinihiling namin kung kailan maibibigay ang mga datos dun sa sinasabi nyo na "actual projected na 70%." Tingin ko hindi siya actual, projected eh. Projected yan, kasi ma'am kung titingnan natin nung 2023-2024, ang increment dun ay 255 Million, ang 70% nun ay 178 Million. Hindi sa hindi naming Kung titignan natin ang sinasabi ni Sir Dumlao na narinig nyo, hindi sa hindi ko pinaniniwalaan, ang sinasabi lang namin paano namin pag-aaralan yan kung walang datos.

Dr. Oracion Ang hinihingi niyong datos sa amin ay yung enrollment figures tama? Hindi naming maiibigay sa inyo ang enrollment figures kasi hindi ito ibinigay sa amin ng VPFT. Hindi maiibigay ever sa atin ang enrollment figures. So ang tanging hawak lang natin, Pangulo, ng AEWU Panel at Admin Panel ay yung TIP na binigay sa atin. So hindi maiibigay ang enrollment figures

M. Tano Ang tanong na lang ganito, kasi nga, ang sabi ko nga, kung dito tayo magbabase, mas madali. Ngayon, yung binibigay niyo, paano niyo nga nakuha yung TIP, paano niyo nalaman na yung 70% ay 144M?

Dr. Oracion

Yun ang cinompute ng VPFT natin. Kasi ang intindi namin sa trabaho naming, Admin Panel kami, hindi kami SGV, hindi kami auditor. So hindi nila maibibigay sa amin kung paano kinukuha yan at lahat pero yun yung TIP at yun ang binigay sa atin so yun na yung paguusapan natin.

At saka Pangulo yung mga nakaraang Nego, natatapos natin an Nego nang wala nga yung TIP di ba? Hiningi ninyo ang TIP at ngayon ginawa namin ng paraan para mahingi yung TIP.

M. Tano

Hindi Ma'am. Nung nakaraang Nego meron kaming computation na pinagbasehan din.

Dr. Oracion

Kayo, oo.

M. Tano

Kung kami meron, kung dito tayo magbabase paano tayo mag-uusap? Paano naming pag-aaral, yun nga, hindi ko sinasabing gawa-gawa Ninyo yung 144M ah, paano kami ngayon magbabase sa 144M na sinasabi niyong 70% nun? Wala kaming datos e. Hindi kayo basta pwede mag-sabi na basta 70% 'to, kailangan may datos.

Paano ngayon yung reportorial requirements sa CHED kung tama ang pagkaka-ano ko ha, kung hindi naman ako tama, anyway kasi, wag kayo magcocomplain na eto na-utilize naming yung 70% na ano, na ini-ask namin na 6% increase sa ano, sa mga studyante, na naibigay naman sa empleyado na fully utilized 'yon. Sa tingin ko magkakaran kayo ng ah sa DECS, ah, sa CHED ng problema sa requirements regarding diyan. Ngayon ang tanong, kung 144 percent paano nga po nakuha kasi wala kaming datos? Hindi naman natin pwede pag-usapan yung cinompute lang nila eh asan yung mga datos? Kasi yun yung, yun yung pagbabasehan naming, kaya nga kami ma'am, dito kami nagcocompute sa 2023-2024 kaya alam namin ang ang increment is 255 Million at 170 Million ma'am is 70% ng ano.

Dr. Oracion

Ang mangyayari, gagamitin ninyo yung computation ninyo pero kami ang gagamitin namin ay yung ibinigay sa amin na amount ng TIP. Uhm, alam mo Pangulo, humiling kayo ng pares, nagkaroon tayo ng pares the following day. Humiling kayo ng tapsi walang log, nilagyan ni Sir Tom ng log the following day. Noong mastranded pamangkin mo, humiling kayo ng ano yun, postponement, walang isyu. Wala rin namang isyu nung kami ang humiling ng

postponement dahil may trabaho ako sa Cebu at si Fr. ay may sakit. *Ano ang sinasabi ko? Kung pwede ibigay, kung kaya ibigay, ibinibigay natin sa isa't isa. Pero ito, wala kaming maibigay kasi wala kaming hawak...*"

30. The UNION asked how the amount was calculated and the ADMIN said that this was calculated by the VPFT. The UNION's position is that there will be no basis of discussion if they don't have the data on how the shares were calculated. The UNION said that they will declare a "deadlock" if the data will not be given. Thus:

- M. Tano** *Ang punto ko dito ma'am...Hindi ko sinasabing hindi ako naniniwala sa 144M. Uulitin ko, ang sinasabi lang namin, ano and basehan niyo sa 144M ang 70% ng tuition increment?*
- Dr. Oracion** *Ano ang basehan namin na 144M yung 70%? Yung mga tao pinagkatiwalaan naming mag-compute nun, yun ang binigay nilang computation. At nagtitiwala kami sa mga taong yun na tama ang compute na binigay nila sa amin.*
- M. Tano** *Hindi, kaya nga ma'am, yung sa amin, eh negotiation 'to dapat meron kayong ilalabas na dokumento. Hindi ho pwedeng hindi pwede ibigay, eh negotiation 'to eh.*
- Dr. Oracion** *Yun ang pwedeng ibigay.*
- M. Tano** *Ganun ka-simple ma'am, hindi ako hihingi ako ng 10% kasi yun ang gusto ko, hindi ganon. Kami nga hinihingan mo kami ng pano niyo na-compute, eh bakit hindi kayo makapag-bigay.*
- Dr. Oracion** *Iba yan ...*
- M. Tano** *Parang alam namin na yung 144M is yun talaga yung 70% para dun tayo magsimula.*
- Dr. Oracion** *Yung pag-hingi niyo ng 10%, may tapat din kami na kapaliwanagan. Ipapaliwanag din namin yung sa wages, bakit ganito yung education benefit, bakit ganyan yung ganyan. Pero kung papaano cinompute yung TIP eh wala talaga kaming ilalabas kasi labas kami 'dun.*
- M. Tano** *Isa lang ang pupuntahan natin dito, deadlock. Yun lang ma'am.*

31. Closing prayer was led by Mr. Arvin P. Pajarillo.

Agreed	Agreed to Retain (AS IS)	For Further Discussion	Deferred
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• 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 XXI. EMERGENCY LEAVE WITH PAY • ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE. Section 2. Bereavement Assistance • ARTICLE XXIV. HEALTH CARE. Section 1. Health Care Plan	• ARTICLE VIII. JOB SECURITY AND LAYOFF. Section 5. Lay-off.	• 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 2:50 p.m.

FOR THE UNION:



RAYMOND C. TANO
President

FOR THE ADMINISTRATION:



CARMELA C. ORACION, EdD
Co-Chairperson