

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

MINUTES OF THE MEETING – 16 OCTOBER 2024 / FABER HALL 101

AGENDA:

- Review of the Minutes of the October 9, 2024, CBA Negotiations Meeting
- Continuation of the 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: Rodolfo C. Almazan, Jr.	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: Estelita P. Navarro
Assisted by:	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 9:41 a.m.

II. **Meeting Proper:**

1. Prayer led by Mr. Rodolfo C. Almazan, Jr.
2. Introduction of the Union and Admin Panel observers: Mr. Rodolfo C. Almazan, Jr. and Ms. Estelita P. Navarro, respectively.

3. Review of the Minutes of the 9 October 2024 CBA Negotiations Meeting.
- Page 2, Line 33, the UNION commented that the ADMIN requested for a break, and it was not the UNION.
 - In the table of summary of provisions, the following provisions are to be moved to the "AS IS" column:
 - **Article XIII. Overtime and Rest Day Pay, Section 5. Union Outing/Excursion**
 - **Article XXI. Emergency Leave with Pay, Section 1. Entitlement**

4. ARTICLE XXVII. GRIEVANCE MACHINERY

Proposal of the UNION:

****In the event that the parties failed to mutually agree on a common Voluntary Arbitrator as the third member of the panel, the VA named and nominated by the Union and Management shall appoint the third member within fifteen (15) days from the date of transmittal of the case.*

Accordingly, if the nominated Voluntary Arbitrators failed to choose or name the third member within the period given, the third member shall be selected through raffle among all accredited Voluntary Arbitrators before the hearing officer or RCMB Director.

5. The ADMIN requested for a break at 10:07 AM
6. Resumed at 10:43 AM
7. **Article XXIII. Union Leave with Pay, Section 4. Ocular Inspection and Logistical Preparations**
- The ADMIN read their counter-proposal:

SECTION 4. OCULAR INSPECTION AND LOGISTICAL PREPARATIONS. In relation to the Union Summer Outing, the 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 Officers 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.

^[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 ADMIN said that the move from one (1) day to two (2) days for the ocular inspection is already a significant concession moved.
- The UNION explained that they are accepting the ADMIN's counter-proposal but clarified that during the review of the Minutes of the meeting of October 9, 2024, they requested to include in the provision that in case of unavailability of the executive officers, any union officer from the board members can represent and attend the ocular inspection.

"Kung maari, pwede ba na kung 'di available yung iba dito, is sa executive board parin ang papalit para makumpleto yung lima."

- The ADMIN explained that the reason they enumerated the officers who shall attend the ocular inspection is because the Union previously manifested that these are the ones who will decide on the venue of the outing and, thus, need to be there .
- The UNION said that for the ocular inspection to proceed, there needs to be 5 persons, regardless of positions.
- The UNION asked to remove the last line *"In line with existing University Policy...."*
- The ADMIN explained that the existing University policy is that any kind of Union Leave should be submitted by the UNION three (3) days before the date of the intended leave.
- The UNION recognized the existing University Policy where 3-days advanced application is required for such leaves but reiterated its request that the phrase *"In line with the existing University Policy"* be

removed. Later on, the UNION asked for the provision to be deferred.

- The UNION implied that the Administration is controlling the application of Union Leaves which is the reason why they are requesting for the deletion of the aforesaid line. But the rest of the content of the proposal is acceptable to them.
- The ADMIN replied that there is no leave that is automatic and which does not need prior application and approval. The practice is required for smooth operations within the University.
- The UNION answered that other types of leaves (vacation, sick leave, etc.) are given by the University so it is understood that leave applications should be filed. But Union Leaves are for the Union to use even without approval.
- The ADMIN reiterated its position that all leaves should be submitted for approval.
- The UNION cited an example that for grievance conferences, half day ($\frac{1}{2}$) is only being approved by Ms. Kathy Soriano from UHROSS but it is not stipulated in the CBA that for grievance conferences, only a half day ($\frac{1}{2}$) ULPay is approved.
- The ADMIN said that the approval process is important because people will not be reporting to work and the UHROSS needs to advise the supervisors of affected offices about those union officers/members who will be on ULPay so that necessary manpower adjustments in their operations can be made.
- The UNION reiterated the removal of, *"In line with the existing University Policy"*. The ADMIN answered that they will discuss this matter internally.
- The UNION suggested that "inform" be used instead of "approval", because this is a Union Leave, and up to the Union Officers' discretion.
- The ADMIN expressed that this suggestion is worse because it's only an "FYI". Matters like this re: ULPay not requiring approval of Administration might have to go all the way to the Board of Trustees of the University. The UNION clarified that it is only a

suggestion.

8. Lunch break at 11:13 a.m.

9. Resumed at 1:38 p.m.

10. The ADMIN reminded the UNION about what is stated in the Ground Rules. Item 4, Section A. Good Faith and Decorum:

A. The Parties agree to take all means to manifest and maintain good faith, friendliness, good manners, right conduct, order and punctuality in all CBA meetings and in the course of the entire negotiation. The rule on good faith, friendliness, good manners, right conduct, and order shall apply within the CBA negotiation meetings and in any public discourse regarding the CBA.

11. The ADMIN clarified on the Minutes for October 9, 2024, line 41, *"The UNION agreed to the counterproposal of the ADMIN for Article XXIII."* The ADMIN further stated, *"...yung 'In line with existing...' ay part ng proposal. Ang intindi ko po ay buong provision ng counter-proposal."*

12. The UNION said that in the October 2, 2024, Minutes of the Meeting, line 132, item 15, *"The UNION said that they will discuss the counter-proposal on the ULPay."* The UNION further stated that the Parties had not yet agreed on the provision.

13. The ADMIN said that both Panels shall review the recording from the October 9 CBA Meeting.

14. The ADMIN sought clarification from the UNION regarding the proposal on the 365-day ULPay.

15. The UNION claims that their proposal to include Emergency Meetings under the 365 ULPay pertains only to officers because if it includes members who attend the said meetings, they will run out of the ULPay allocation.

16. The UNION said that there are instances when their ULPay applications, which are supposed to be part of their rights, are disapproved .

17. The ADMIN said that they are insisting on clarifying this so that there will be no confusion moving forward. If the instance of use will be covered by the CBA, i.e., attendance in emergency meetings, then it will be approved.

18. The UNION insisted that they are firm with their proposal.

19. The ADMIN said that the UNION's proposal does not capture the additional grounds for the filing of the ULPay.

20. The ADMIN read the UNION proposal:

*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; and*
- G. Other analogous cases*
- H. Emergency meetings***

21. The UNION said that the emergency meetings are for the officers only.

22. The ADMIN then inquired on what the proposed treatment would be for Union members who attend emergency meetings.

23. The UNION replied that they will remove H. Emergency Meetings because it causes confusion. They also want to revert to their original proposal of "other union related activities."

24. The ADMIN clarified that the request for a list of instances of use is so that there will be no ambiguity; if it is stated in the CBA and there are still remaining leaves, the UNION's applications for ULPay will not be disapproved.

25. The ADMIN asked, "*pwede bang mag atras ng proposal?*" The ADMIN stated that both Panels have been through a lot to get to this point. The ADMIN takes the proposal of the UNION seriously and so a proposal cannot just be retracted. All the work will be wasted if proposals are withdrawn just because we don't want to prolong negotiations. .

26. The UNION agreed that they will discuss the provision again and the ADMIN advised the UNION to seek guidance from their Legal Counsel.

27. ARTICLE XXVII. GRIEVANCE MACHINERY. Grievance Procedure. The UNION read their proposal on the 3rd arbitrator:

In the event that the parties failed to mutually agree on a common Voluntary Arbitrator as the third member of the panel, the VA named and nominated by the Union and Management shall appoint the third member within fifteen (15) days from the date of transmittal of the case.

Accordingly, if the nominated Voluntary Arbitrators failed to choose or name the third member within the period given, the third member shall be selected through raffle among all accredited Voluntary Arbitrators before the hearing officer or RCMB Director.

28. The ADMIN pointed out that a deadline of fifteen (15) days may be problematic given how busy arbitrators are. .

29. The UNION asked the ADMIN if they accepted the proposal or not.

30. In the spirit of good faith, the ADMIN once again advised the UNION to consult their Legal Counsel since this is a technical matter.

31. The ADMIN presented its counter-proposal:

First, parties shall mutually agree on a common voluntary arbitrator as the third member of the Panel.

If there is no mutual agreement, the AVAs respectively named and nominated by the Union and Management shall appoint the third member who shall be the Chairperson of the VA Panel.

32. The UNION said that they are firm with their proposal on the Grievance Procedure.

33. The ADMIN stated that the UNION's Legal Counsel has not yet read the counter-proposal for this provision and once again advised the UNION to consult their Legal Counsel.

34. The UNION asked for a copy of the counter-proposal and the ADMIN handed a copy of the counter-proposal.

35. The ADMIN and UNION proceeded to discuss ARTICLE. XXXI TERM AND EFFECTIVITY.

36. The UNION read their proposal:

Art XXXI. Sec.1 Term and Effectivity:

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

37. The ADMIN presented their counter-proposal:

Article XXXI. Sec.1 Term and Effectivity:

All the economic provisions of this agreement shall be in force and effect from the date of ratification up to September 30, 2027. All the non-economic provisions of this agreement shall be in force & effect from date of ratification up to September 30, 2027.

Retroactivity shall be in accordance with the Labor Code.

38. The UNION was given a hard copy of the counter-proposal from the ADMIN and said that they will discuss this.

39. The ADMIN and the UNION proceeded to ARTICLE IX. SECTION 3. WAGES.

40. The ADMIN said that the counter-proposal includes the tenure of the Union members.

0 to less than 5 years - P650.00

5 to less than 10 years - P800.00

10 to less than 15 years - P950.00

15 to less than 20 years - P1,050.00

20 years and up - P1,100.00

41. The UNION asked the ADMIN for the basis of its counter-proposal.

42. The ADMIN said that the counter-proposal is based on the TIP of Php 144 Million and the Union's 5.12% share based on salary ratio, as provided by the OVPFT. As to how this was computed, ADMIN reiterated that this was not shared by the OVPFT because it is confidential information.

43. The UNION presented their computation based on the 2023-2024 Audited Financial Statement. The UNION claims that 70% of the TIP should be 178,893,585.50 and that their share in the 70% of TIP is 9.22% based on total headcount of UNION vs. ROTU. It is the Union's position that the data is not confidential since they are only asking for the data used as the basis for arriving at a TIP of Php 144 Million.

44. The ADMIN said that they will have to discuss the computation given by the UNION.

45. The UNION asked for the data again and stated if no data used as the basis of the TIP of Php 144 Million will be provided, the negotiations would result in deadlock. The UNION also stated that if no data re: computations are given, then they will defer all the provisions.

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

Agreed	Agreed to Retain (AS IS)	For Further Discussion	Deferred
ARTICLE I. UNION RECOGNITION. Section 3. Loss of Membership	ARTICLE VIII. JOB SECURITY AND LAYOFF. Section 5. Lay-off.	ARTICLE XXIII. UNION LEAVE WITH PAY. Section 2.	ARTICLE I. UNION RECOGNITION. Section 1 (1st deferment)
ARTICLE XVIII. VACATION LEAVE WITH PAY. Section 5. Unused Vacation Leaves	ARTICLE V. UNION RIGHTS AND PRIVILEGES. Section 5. Notice of Reassignment or Transfer	ARTICLE XXIII. UNION LEAVE WITH PAY. Section 4.	ARTICLE X. SIGNING BONUS (1st deferment)
ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE. Section 2. Bereavement Assistance	ARTICLE V. UNION RIGHTS AND PRIVILEGES. Section 6. Written Notice to the Union	ARTICLE IX. WAGES. Section 3. Wage Increase	ARTICLE XI. RICE ALLOWANCE. Section 1 (1st deferment)
	ARTICLE XXI. EMERGENCY LEAVE WITH PAY. Section 1. Entitlement		ARTICLE XV. DEPENDENTS' ALLOWANCE. Section 1. Entitlement (1st deferment)
	ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE. Section 1.		ARTICLE XVI. FAMILY SUBSIDY. Section 1 (1st deferment)
	ARTICLE XXIV. HEALTH CARE.		ARTICLE XVII. UNION EDUCATIONAL

	Section 1. Health Care Plan		BENEFITS. Section 2 (1st deferment)
	ARTICLE XIII. OVERTIME AND REST DAY PAY. Section 5. Union Outing/Excursion		ARTICLE XXVII. GRIEVANCE MACHINERY. Section 8. Grievance Procedure (1st deferment)
			ARTICLE XXVII. GRIEVANCE MACHINERY. Section 10. Grievance Procedure (1st deferment)
			ARTICLE XXVII. GRIEVANCE MACHINERY. Section 12. Expenses of Arbitration (1st deferment)
			ARTICLE XXXI. TERM AND EFFECTIVITY. Section 1.

The meeting was adjourned at 3:19 p.m.

FOR THE UNION:

RAYMOND C. TANO
President

FOR THE ADMINISTRATION:

Carmela C. Oracion
CARMELA C. ORACION, EdD
Co-Chairperson