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

MINUTES OF THE MEETING - 30 OCTOBER 2024 / FABER HALL 101

AGENDA:

- Review of the Minutes of the October 9 and October 16, 2024, CBA Negotiations Meetings
- 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. 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 Observer: Angelito L. Teves	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: Rey D. Guballo	
Assisted by:	Assisted by: 1. Atty. Edgardo Roman Manuel C. Balois 2. Atty. Abbygail M. Suria	
	Secretariat: 1. Tomas L. Testa IV 2. Kaye Angela A. Reyes	

- I. **Quorum:** Declared at around 9:37 a.m.
- II. Meeting Proper:
 - 1. Prayer led by Ms. Cristina R. Cabudsan.
 - 2. Introduction of the Union and Admin Panel observers: Mr. Angelito L. Teves and Mr. Rey D. Guballo, respectively.

- 3. Review of the Minutes of the 9 October 2024 CBA Negotiations Meeting.
 - Page 3, Item 10, Secretariat to check what was said in the recording.
- 4. Review of the Minutes of the 16 October 2024 CBA Negotiations Meeting.
 - Page 4, Line 110. Check the recording because the UNION does not recall, "As long as an employee is not in his/her work station, he/she should file the appropriate leave or else he/she will be considered AWOL."
 - Page 5, Item 10, the UNION requested to remove, "In relation to the conduct of the Union President during negotiations." because of what the UNION wanted the ADMIN to relay to Arch. Mike was before the commencement of the negotiations.
 - Summary of provisions:
 - Article XXVII. Grievance Machinery. Expenses of Arbitration move to the 'Deferred' column.
- 5. The ADMIN read their proposed wording for Article XXIII. Union Leave with Pay. Section 4. Ocular Inspection and Logistical Preparations.

"ARTICLE XXIII. UNION LEAVE WITH PAY.

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 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.

The Union shall secure approval for Union Leaves at least three (3) days prior to the date of the intended leave. Administration shall retain its prerogative to grant leaves of absence and other employee benefits as recognized in Article IV, Section 1 of this Agreement."

- 6. ARTICLE XXIII. Union Leave with Pay. Section 2.
 - Both Panels agreed to defer this provision (1st Deferment).
- 7. The UNION asked for a break at 10:17 a.m.
- 8. Resumed at 10:41 AM

9. ARTICLE XXIII. Union Leave with Pay. Section 4. Ocular Inspection and Logistical Preparations

- The UNION said that they do not agree with the proposed wording of the ADMIN and requested that the provision be deferred.
- The ADMIN said there were a lot of movements from the side of the ADMIN and requested that the UNION also do the same.
- The UNION reiterated their position that the grant and approval of Union Leaves are not within the ambit of Management Prerogative and the University must only be informed whenever Union Leave will be availed.
- The UNION insisted on deferring the provision and the ADMIN agreed.
- Both Panels agreed to defer this provision (1st Deferment).

10. Article XXVIII. Grievance Machinery. Section 12. Expenses of Arbitration

- The ADMIN clarified that the provision has been deferred once already.
- The UNION President said that his understanding is that since the ADMIN requested that the UNION first seek consultation with its legal counsel regarding the proposed wording of the ADMIN, the provision will be discussed again.
- Secretariat to check the recording.

11. The ADMIN said that they were able to come up with a computation but since it is confidential, the ADMIN requested for a small group discussion.

- The UNION said, "nadala na ko sa small group".
- The UNION cited CHED memorandum no. 03 series of 2012. Certificate of Compliance submitted by the University to CHED.
- The UNION said that with the salary cap, the 70% TIP will not be fully utilized.
- The ADMIN reiterated that they can share their own computation with a small group.
- The ADMIN offered the GI of 2.5% and 6.5% but with a salary cap as implemented for the rest of the University to the UNION.
- The UNION further said that "For example, pagpalagay natin yung argumento niyo na 2.5, 6.5, tanggapin namin. Kayo ma'am with salary cap. Pang argumento lang. Kung tatanggapin namin yan, 2.5, 6.5, walang salary cap."
- The ADMIN explained that if there's no salary cap, the 6.5% won't be equitable because the 70% should be equally distributed.

- 12. Lunch break at 11:20 a.m.
- 13. Resumed at 1:39 p.m.
- 14. The UNION explained that with a 2.5% GI and 2% MI, the minimum-paid employees will be receiving Php 810.00 assuming that the minimum paid is PhP18,000.00. The UNION asked how the ADMIN came up with the PhP650.00.
 - The ADMIN explained that the lowest salary is PhP15,000.00 not PhP18,000.00. So the computation for the minimum increase would be PhP675.00 not PhP810.00. The UNION further asked why the Administration gave a 2.5% GI and 6.5% MI to the non-union employees. The ADMIN answered that the same can be done for the UNION but with a salary cap.
 - The UNION reiterated its question on how the 144 Million TIP was computed. The ADMIN also reiterated that they are requesting for a small group discussion to be able to share the Admin Panel's own computation.
 - The ADMIN said that there would be no negotiations in the small group. The UNION suggested an off-the-record discussion.
- 15. The ADMIN requested a break at 2:00 p.m.
- 16. Resumed at 2:24 p.m.
- 17. The ADMIN said that they will merely explain the computation and that there will be no negotiations in the small group. The UNION concurred.
- 18. The observers and Secretariat were requested to leave so an off-the-record discussion could take place. The audio-recording of the negotiations was also turned off.
- 19. After the off-the-record discussion, the UNION thanked the ADMIN for providing its explanation of the 144 Million TIP and stated that the computation is clear. The UNION expressed that it also has a proposal for wages with a 144 Million TIP as well, which will be provided to the ADMIN after the meeting.
- 20. Prior to adjourning, the ADMIN stated the following: (a) the request of the Secretariat that the Minutes of this meeting will be provided to the UNION on Tuesday (November 5) given the holidays, and (b) reminded the UNION that the November 6 CBA Negotiations will only be half-day due to the University Awards. After some discussion, the ADMIN and UNION agreed

- that the October 30 Minutes will be provided to the UNION on November 5, 11:00 a.m. ADMIN likewise clarified that there is still work in the afternoon of November 6 even if the CBA Negotiations will only be half day (morning only).
- 21. The UNION President then raised a sheet of paper informing the ADMIN that this is their computation for the 144 Million TIP and the additional data regarding the LOA. Upon ADMIN's clarification on what was the LOA being referred to, the UNION President stated that he will discuss this with the ADMIN Chairpersons after the meeting.
- 22. Closing prayer was led by Mr. Angelito L. Teves.

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 IX. WAGES. Section 3. Wage Increase	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 XXXI. TERM AND EFFECTIVITY. Section 1.	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 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)

Agreed	Agreed to Retain (AS IS)	For Further Discussion	Deferred
	ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE. Section 1.		ARTICLE XVI. FAMILY SUBSIDY. Section 1 (1st deferment)
	ARTICLE XXIV. HEALTH CARE. Section 1. Health Care Plan	# [#]	ARTICLE XVII. UNION EDUCATIONAL 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)
	4		ARTICLE XXVII. GRIEVANCE MACHINERY. Section 12. Expenses of Arbitration
			ARTICLE XXIII. UNION LEAVE WITH PAY. Section 2.
			ARTICLE XXIII. UNION LEAVE WITH PAY. Section 4.

The meeting was adjourned at 2:49 p.m.

FOR THE UNION:

RAYMOND C. TANO President FOR THE ADMINISTRATION:

CARMELA C. ORACION, EdD Co-Chairperson

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

MINUTES OF THE MEETING - 6 NOVEMBER 2024 / FABER HALL 101

AGENDA:

- Review of the Minutes of the October 9, 16 and 30, 2024 CBA Negotiations Meetings
- 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. 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. Oración, 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: Joffre V. Arosco	
Observer: Daniel Jovito S. Dela Cruz Assisted by:	Assisted by: 1. Atty. Edgardo Roman Manuel C. Balois 2. 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 9:37 a.m.

II. Meeting Proper:

- 1. Prayer led by Mr. Daniel Jovito S. Dela Cruz.
- 2. Introduction of the Union and Admin Panel observers: Mr. Daniel Jovito S. Dela Cruz and Mr. Joffre V. Arosco, respectively.

- 3. Review of the Minutes of the 9 October 2024 CBA Negotiations Meeting.
 - No other corrections were made. The Panels agreed to finalize the Minutes for signing.
- 4. Review of the Minutes of the 16 October 2024 CBA Negotiations Meeting.
 - No other corrections were made. The Panels agreed to finalize the Minutes for signing.
- 5. Review of the Minutes of the 30 October 2024 CBA Negotiations Meeting.
- 6. The ADMIN requested for a break at 10:23 a.m.
- 7. Resumed at 11:00 a.m.
- 8. The Panels signed the Minutes of the October 9 and 16, 2024 CBA Negotiation Meetings.
- 9. The UNION started explaining the computation that they had given to the ADMIN panel.
- 10. The UNION and the ADMIN panel agreed that the Tuition Incremental Proceeds (TIP) amounted to PhP144,000,000.00
- 11. The ADMIN read its counter-proposal for ARTICLE XXXI. TERM AND EFFECTIVITY. Section 1.

All the economic provisions of this agreement shall be in force and effect from date of ratification up to September 30, 2027. All the non-economic provisions of this agreement shall be in force and effect from date of ratification up to September 30, 2029. Retroactivity shall be in accordance with the Labor Code.

- 12. The UNION said that their position is still their current proposal and suggested to just defer the provision.
- 13. Both Panels agreed to defer the provision.
- 14. The Panels proceeded to discuss Section 3 (Wage Increase), Article IX. The ADMIN clarified if the latest proposal of the UNION is the 10% for Merit Increase (MI) and 10% General Increase (GI) and sought guidance on what is the latest proposal of the UNION.
- 15. The UNION explained that their latest proposal is the 7.6% GI, without MI, based on the TIP of PhP144 million.

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- 16. Given the clarification on the latest proposal of the UNION, the Panels agreed to continue the discussion of this provision in the next CBA Negotiations meeting.
- 17. The closing prayer was led by Mr. Joffre V. Arosco.

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 IX. WAGES. Section 3. Wage Increase	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 XXXI. TERM AND EFFECTIVITY. Section 1.	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 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)
⊕ ¹	ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE. Section 1.		ARTICLE XVI. FAMILY SUBSIDY. Section 1 (1st deferment)
	ARTICLE XXIV. HEALTH CARE.		ARTICLE XVII. UNION EDUCATIONAL BENEFITS.

Agreed	Agreed to Retain (AS IS)	For Further Discussion	Deferred
	Section 1. Health Care Plan		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)
	a di		ARTICLE XXVII. GRIEVANCE MACHINERY. Section 10. Grievance Procedure (1st deferment)
			ARTICLE XXVII. GRIEVANCE MACHINERY. Section 12. Expenses of Arbitration
			ARTICLE XXIII. UNION LEAVE WITH PAY. Section 2.
			ARTICLE XXIII. UNION LEAVE WITH PAY. Section 4.

The meeting was adjourned at 11:25 a.m.

FOR THE UNION:

RAYMOND C. TANO President FOR THE ADMINISTRATION:

CARMELA C. ORACION, EdD
Co-Chairperson