

MEMORANDUM OF AGREEMENT

This AGREEMENT by and between:

ATENEO DE MANILA UNIVERSITY, an educational, non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Loyola Heights, Quezon City, and represented herein by the Chairpersons of its Negotiating Panel Rev. Fr. Raymund Benedict Q. Hizon, SJ and Carmela C. Oracion, EdD, hereinafter called the **ADMINISTRATION**;

and

ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION, a legitimate labor organization duly registered and permitted to operate in accordance with the laws of the Philippines, with principal office at Loyola Heights, Quezon City, and represented herein by its President Mr. Raymond C. Tano, hereinafter called the **UNION**.

RECITALS:

WHEREAS, in accordance with law, the Administration and the Union have bargained collectively for the purpose of establishing bargainable terms and conditions of employment of the members of the bargaining unit, and for the long-term goal of promoting industrial peace and harmony based on courtesy, respect, and shared and mutually beneficial workplace goals;

WHEREAS, as a preliminary step toward formalizing their Collective Bargaining Agreement, the Parties have agreed to execute this Memorandum of Agreement.

NOW, THEREFORE, for and in consideration of these premises, the Parties mutually agree on the following:

1. ARTICLE II. UNION SECURITY

Section 3. Loss of Membership. Members of the Union who cease to become members of the Union in good standing by reason of expulsion or who voluntarily withdraws his/her membership from the Union shall not be retained in the employment of the University. For the purpose of this section, membership in the Union may be lost on the grounds enumerated in the constitution and by-laws of the Union. Upon written notice from the Union asking for the implementation of the Union Security Clause and its effects, the Administration shall, within a period not exceeding seventy-five (75) days from receipt of the notice and the supporting documents, cease to retain the concerned employee after being satisfied that the terms of this provision and the requirements of due process have been met. In this regard, the Union agrees to adopt the procedure followed by the Administration in disciplinary cases involving offenses punishable by dismissal in resolving cases subject to the Union Security Clause. The Union shall hold the University and its officers absolutely free and harmless from the full effects of any judgment declaring that the termination under this provision was illegal or improper.

2. ARTICLE IX.

SECTION 3. Wage Increase.

The Administration shall grant each covered employee the following wage increases:

1. Year 1: General Wage Increase of 5.5% of current gross pay with retroactive effect to 1 June 2024.
2. Year 2: General Wage Increase of 5.5% of existing gross pay, effective 1 June 2025.
3. Year 3: General Wage Increase of 5.5% of existing gross pay, effective 1 June 2026.

3. ARTICLE X. SIGNING BONUS

SECTION 1. Each covered employee will receive a signing bonus of FIVE THOUSAND PESOS (Php 5,000.00).

4. ARTICLE XVIII. VACATION LEAVE WITH PAY

SECTION 5. Unused Vacation Leaves.

1. Vacation leave credits do not accumulate.
2. If an employee is unable to go on vacation at any time within the fiscal year owing to the demands of his/her work, as certified to by his/her supervisor, unit head, and as approved by the University HR Operations Shared Services (UHROSS) Director, all unused earned vacation leave credits as of the end of the fiscal year shall be converted to cash and released to the employee 2 months after the end of the fiscal year of each year.
3. The cash equivalent of the unused vacation leave credits shall be computed according to the covered employee's gross pay at the end of the fiscal year (May 31) of the year it is encashed.

5. ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE

SECTION 2. Bereavement Assistance. For death of a legitimate spouse, legitimate children, parents, parents-in-law, brother, or sister, the Administration will grant bereavement assistance per employee family amounting to Twelve Thousand Pesos (12,000.00).

6. ARTICLE XXXI. TERM AND EFFECTIVITY OF THE AGREEMENT

Section 1. All the economic provisions of this agreement shall be in force and effect from the date of ratification up to May 31, 2027. All the non-economic provisions of this agreement shall be in force and effect from the date of ratification up to May 31, 2029.

7. TRANSITIONARY PERIOD

As an item for this MOA Only – For the renegotiation of the 2027-2029 CBA, Parties agree that:

- a. Negotiations shall begin on 1 October 2027.

b. If Parties agree on the terms of the 2027-2029 CBA within six (6) months from 1 October 2027, or until 1 April 2028, the CBA shall have retroactive effect to 1 June 2027.

8. NO AMENDMENT IF NOT COVERED BY THIS MOA

All other terms and conditions of the existing Collective Bargaining Agreement between the Administration and the Union that are not amended, altered, or modified by this Memorandum of Agreement shall remain the same, as reflected in the Minutes of the parties' collective bargaining negotiations, which are attached hereto for reference.

9. POST-MOA OBLIGATIONS

a. Following execution and ratification of this Memorandum of Agreement, the parties shall execute a Collective Bargaining Agreement embodying the terms and conditions stated herein within thirty (30) days from the execution of this Memorandum of Agreement.

b. This Memorandum of Agreement and the Collective Bargaining Agreement are subject to ratification by the members of the bargaining unit. All offers, counter-offers, and the agreed points between management and union panels are deemed withdrawn in the event that the Memorandum of Agreement or the Collective Bargaining Agreement are not ratified.

c. The signing of this Memorandum of Agreement concludes the CBA negotiations for the cycle 2024-2027.

10. SEPARABILITY CLAUSE

In the event any part of this Memorandum of Agreement is rendered invalid by a competent court or by legislation, the invalid provision or provisions shall not affect the validity of the remaining provisions which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Agreement in Manila, Philippines, this 18 December 2024.

ATENEO DE MANILA UNIVERSITY

ATENEO DE MANILA UNIVERSITY
EMPLOYEES AND WORKERS UNION

By:


REV. FR. RAYMUND BENEDICT Q. HIZON, SJ
Chairperson,
University Negotiating Panel

By:


RAYMOND C. TANO
President and Chairperson, Union
Negotiating Panel


CARMELA C. ORACION, EdD
Chairperson
University Negotiating Panel

Assisted by:

SIGUION REYNA, MONTECILLO &
ONGSIAKO LAW OFFICES

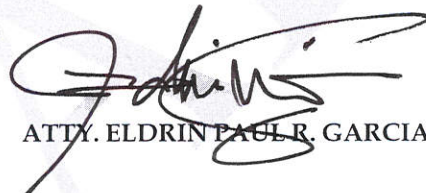
Assisted by:

DOLENDO LAW OFFICE

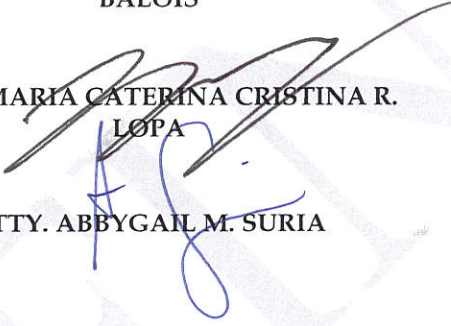
By:


ATTY. EDGARDO ROMAN MANUEL C.
BALOIS

By:


ATTY. ELDRIN PAUL R. GARCIA

ATTY. MARIA CATERINA CRISTINA R.
LOPA


ATTY. ABBYGAIL M. SURIA

Witnesses:


TOMAS L. TESTA IV


KAYE ANGELA A. REYES

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public and in Quezon City, personally appeared the following presenting their Government issued identification as stated:

Name	ID	Valid Until
Raymond C. Tano	Driver's License D16-99-216458	May 14, 2033
Eldrin Paul R. Garcia	Driver's License N02-14-000018	April 6, 2029
Raymund Benedict Q. Hizon	Driver's License N01-06-008980	May 20, 2032
Carmela C. Oracion	PRC License 0518038	April 19, 2025
Edgardo Roman Manuel C. Balaois	Driver's License N26-02-006751	June 26, 2032
Maria Caterina Cristina R. Lopa	Driver's License N26-06-011598	September 15, 2032
Abbygail M. Suria	Passport P6149063B	March 2, 2031
Tomas L. Testa IV	Driver's License N03-92-133432	October 14, 2034
Kaye Angela A. Reyes	UMID ID 0111-5263742-7	

Known to me and to me known to be the same persons who executed the foregoing Agreement which consists of ____ pages including this page, signed by them and their instrumental witnesses on the right-hand margin of each and every page. They acknowledged that this is their free and voluntary act and deed.

WITNESS MY HAND and seal this JAN 16 2025 day of _____ 2025 at Quezon City.

Doc No. 105
Page No. 22
Book No. 49
Series of 2025.


ATTY. PATRICIA S. DAVID
Notary Public until December 31, 2026
Adm. Matter No. NP-018 (2025-2026)
Attorney's Roll No. 63840, 06/02/14
PTR No. 6989566, 01/02/25, QC
IBP Lifetime No. 012752, 04/10/14, PPLM
MCLE 7th Compliance Cert. # 0007341 issued 10/16/21
Unit 212 The Burgundy Place Condominium
174 B. Gonzales St. corner Katipunan Avenue
Loyola Heights, Quezon City | Telefax (02)8-426-7548