COLLECTIVE BARGAINING AGREEMENT

between

ATENEO DE MANILA UNIVERSITY

and

ATENEO DE MANILA
EMPLOYEES AND WORKERS UNION

2024 - 2029

ATENEO DE MANILA UNIVERSITY

Loyola Heights, Quezon City

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2024 - 2029

PREAMBLE

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 its President Rev. Fr. Roberto C Yap SJ, 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**.

The Administration and the Union mutually commit to promote and foster a cordial and harmonious relationship with each other, to ensure each other's long term sustainable viability and towards this end, to promote industrial peace and quality service related to the University's business; to obtain the highest levels of efficiency and productivity among all stakeholders in the University; to establish a mutually beneficial approach to compensation, pay and benefits; to maintain mutually satisfactory conditions of employment, and to provide means to amicably settle disputes arising therefrom.

ARTICLE I. UNION RECOGNITION

SECTION 1. The Administration recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the following groups: maintenance service, food service and technical service as contained in Appendix A. The Administration also recognizes a list of individuals whose membership were approved, in their personal capacity, as contained in the Memorandum of Agreement (cf. Appendix C) which forms part of this Agreement hereof.

ARTICLE II. UNION SECURITY

SECTION 1. UNION SECURITY CLAUSE. The Administration agrees to require as a condition for continued employment of all regular/permanent employees who are members of the Union when this Agreement is signed that they remain members in good standing during the lifetime of this Agreement.

The Administration agrees to require as a condition for continued employment of employees hired for positions listed in Appendix A after this Agreement is signed that they become and remain members of the Union within fifteen (15) days after gaining regular/permanent employment status.

SECTION 2. FAILURE TO JOIN THE UNION. If the covered employee fails to join the Union within the fifteen (15) days period specified in Section 1 above, the Union will serve written notice to the Administration of such fact and initiate necessary proceedings to separate the employee from the University.

SECTION 3. LOSS OF MEMBERSHIP IN THE UNION. 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.[1]

SECTION 4. SUBMISSION TO GRIEVANCE. The Administration reserves the right to take up the case of any employee dismissed by the Union through the Grievance Machinery provided in this Agreement.

SECTION 5. BINDING EFFECT OF AGREEMENT ON THIRD PARTIES. It is expressly understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns in the University. In the event the University shall be sold, merged, consolidated with other institutions or have entered into joint venture with other entities, it shall be the responsibility of the Administration to negotiate with prospective buyers, transferees, or the acquiring surviving entity the matter of protection of the interest of the Union and the covered employees for purposes of safeguarding their security of tenure and employment as well as their entitlements to the benefits accruing to them under this Agreement.

ARTICLE III. UNION CHECK OFF

SECTION 1. The Administration will be provided by the Union with written requests and authorizations, signed by all Union members, authorizing the Administration to deduct from such members' wages the amounts designated by the Union as Union dues and special assessments. Once given, such authorizations will remain effective while the Agreement is in force.

SECTION 2. The Administration shall deduct from the Union members' wages amounts designated by the Union as union dues upon submission of the Union members' written authorization. The Administration shall also deduct from the Union members' wages such amount designated by the Union as special assessments upon submission of the

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following documentary requirements, in accordance with the Labor Code:

(a) Written resolution authorizing the deduction by a majority of the members in a general meeting duly called for the purpose;

(b) Secretary's record of the minutes of the meeting; and

(c) Individual check-off authorization duly signed by the employees concerned stating the amounts to be deducted. The written authorization to be provided by the Union shall indicate that the authorization will remain effective until the assessments are fully deducted or halted.

ARTICLE IV. PREROGATIVES/FUNCTIONS OF THE ADMINISTRATION

SECTION 1. PREROGATIVES/FUNCTIONS OF THE ADMINISTRATION. The Union recognizes that the following prerogatives/functions belong exclusively to the Administration:

(a) To select, hire, assign and retain its employees in jobs within the University;
(b) To train, direct and schedule the work force;
(c) To determine, establish or modify rules and regulations for the orderly and efficient work performance of its employees, and to maintain performance standards for all types of work;
(d) To maintain discipline and efficiency among its employees;
(e) To promote, transfer, suspend, dismiss for cause, or relieve the workforce from their duties due to lack of work or for other legitimate reasons;
(f) To reduce or change the composition of the work force, if in its sole judgment this action is required;
(g) To adopt, install or operate new or improved equipment or work methods;
(h) To grant leaves of absence and other employee benefits, determine employee classification and any pay increases;
(i) To practice the usual prerogatives/functions of the Administration in operating the University.

The exercise by the Administration of these prerogatives shall continue to be done in accordance with law, in a just and humane manner, and always consistent with the provisions of the Parties' Collective Bargaining Agreement.

SECTION 2. LABOR MANAGEMENT COMMITTEE (LMC). The Administration endeavors to promote continued harmonious relations with the Union by ensuring the effective functioning of the LMC.

ARTICLE V. UNION RIGHTS AND PRIVILEGES

SECTION 1. EXERCISE OF RIGHTS. The Administration upholds and recognizes the right of the Union to be free from any interference by the Administration in the proper and reasonable exercise of its rights to self-organization, collective bargaining, and to engage in any concerted activity allowed by law. The Administration, likewise, recognizes that the Union shall participate in decision and policy-making processes affecting their rights, benefits, health and welfare for as long as this participation does not infringe on the prerogatives/functions of the Administration as provided for in Article IV, Section 1 of this Agreement and as provided for by law. The exercise by the Union of these rights shall continue to be done in accordance with law, in a just and humane manner, and always consistent with the provisions of the Parties' Collective Bargaining Agreement.

SECTION 2. UNION BULLETIN BOARD. The Administration shall allow the Union to put up and maintain a designated bulletin board in each of the key units of the University, as listed in Annex "B" of this Agreement, subject to guidelines formulated by the LMC.

SECTION 3. The Administration shall allow a designated Union officer or board member:

(a) To distribute union related materials to union members;

(b) To post union related materials on the union's bulletin boards; or

(c) To attend to a union member's complaint that may need immediate attention, according to the established guidelines of the Grievance Machinery.

Prior permission from the supervisor or unit head is required, should the activity be so urgent as to demand the union officer's attention during working hours.

SECTION 4. ACCESS TO 201 FILE. The Administration shall provide the Union with information from an individual union member's personnel file, subject to prior express consent of the employee concerned provided that the information requested is allegedly related to an existing complaint or material to issues affecting the terms and conditions of employment to the extent that it does not violate the Data Privacy Act and its rules and regulations.

SECTION 5. NOTICE OF REASSIGNMENT OR TRANSFER. The Administration shall not reassign or transfer any union officer from his/her current section or unit without informing the Union.

SECTION 6. WRITTEN NOTICE TO THE UNION. The Administration shall provide written notice to the Union of the fact that an administrative case pertaining to separation from employment due to just or authorized cause was issued to a covered employee, simultaneous with the service of the said notice to the concerned employee.

SECTION 7. The Administration shall inform the Union of any vacancy in positions within the scope of the Union, so that interested union members and members of their immediate families who are qualified may apply. In addition, union members may refer members of their immediate families to the Office of Human Resource Management and Organization Development, for purposes of pre- screening and referral, even prior to the actual availability/ of job vacancies.

SECTION 8. NEXT OF KIN AS FIRST PRIORITY OF EMPLOYMENT. In case of authorized causes for termination of employment, retirement, disability or death of an employee within the scope of the Union, any immediate member of his family shall be given priority by the Administration to fill up vacated position provided the person is qualified.

ARTICLE VI. PROBATIONARY PERIOD AND CONVERSION TO PERMANENT STATUS

SECTION 1. The probationary period of employment after which an employee shall be made permanent is three (3) months for those in Group 1, and six (6) months for those in Group II, as outlined in Appendix A.

ARTICLE VII PROMOTION

SECTION 1. STANDARDS IN PROMOTIONS. In cases of promotion, the Administration shall be governed by the following norms in order of importance:

(a) Ability, efficiency, and qualifications, including experience, in performing the job functions required; and

(b) All other things being equal, continuous length of service in the University shall be the basis of promotion.

ARTICLE VIII. JOB SECURITY AND LAY OFF

SECTION 1. LAY OFFS. Should the Administration at some point find it necessary to make changes that might affect the organization size and/or profile of the workforce, the Administration shall explore all possible options, such as re-training and, if feasible, parallel transfer within the University and will help ensure that the current workers occupying permanent positions will continue to be employed in the University.

In case of inevitable lay-off due to authorized cause of employment termination, the following order of priority shall be considered in the selection of employees to be laid - off:

(a) Contractual workers

(b) Casual workers

(c) Probationary employees

SECTION 2. NOTICE. The Administration shall notify in writing the Union and the affected covered employee at least 48 hours before the filing of the 30-day notice with the Department of Labor and Employment in case any union member is to be separated or when the employment will be terminated by reason of redundancy or retrenchment.

SECTION 3. SPECIAL EARLY RETIREMENT PROGRAM (SERP)

1. In case there are employees who may not be placed despite all efforts to relocate them, the Administration shall offer a Special Early Retirement Package (SERP) to employees who are affected.

2. Affected employees will receive SERP equivalent to two (2) months' salary for every year of service, tax free, and on top of other benefits due him or her, i.e., cash conversion of leaves, retirement (if any), etc. A fraction of at least six (6) months shall be credited as one (1) full year of service.

3. If, after offering the SERP, there are still those who do not accept the SERP, then pursuant to Article 283 of the Labor Code, the benefit shall be as provided by law.

SECTION 4. RETRENCHMENT

1. In case a retrenchment program has to be resorted to, the Administration will inform the Union by giving it a copy of the 30-day notice given to union members affected by the program.

2. The order of retrenchment shall be governed by the following norms, in the order of importance:

   (a) Ability, efficiency, and qualifications, including experience, in performing the available work; and

   (b) All other things being equal, continuous length of service in the university shall apply in accordance with the principle of "Last In, First Out (LIFO)."

3. The benefit shall be as provided by law. A fraction of at least six (6) months shall be credited as one (1) full year of service.

SECTION 5. LAY-OFF. Upon mutual agreement, an employee can be laid off without separation pay while awaiting future job openings for six (6) months. If after six months, there is still no possible job opening the employee will be laid-off with benefits as provided by law.

SECTION 6. RECALL. Employees who were laid off/retrenched will be given priority in rehiring within two (2) years provided that the period during which a member is laid off will not be counted as part of service years. The counting of years of service will resume at the time of rehiring. Benefits to be granted will start anew based on the date of rehiring. Recall shall be governed by the following norms:

(a) Ability, efficiency, and qualifications, including experience, in performing the available work; and

(b) All other things being equal, continuous length of service in the University must be given priority.

SECTION 7. CONTRACTING OUT OF SERVICES. All contracting out of services shall be in accordance with law. At the same time, the Administration guarantees that maintenance work within school unit buildings will not be contracted out. If any contracting out of services is found by competent authority to be in violation of law with finality, the contractual employees shall be deemed regular/permanent employees of the University and/or such other relief as may be granted/ordered.

SECTION 8. In the event of vacancy in any position covered by the bargaining unit because of retirement, disability or death, or just causes, the Administration may fill up such vacated position. The provision on the priority of next of kin does not apply in cases of just cause.

SECTION 9. EMPLOYEES WITH HANDICAPS OR DISABILITIES. If conditions warrant, the load of a covered employee (worker) who is handicapped should be adjusted or he/she may be transferred to some less tedious available position without pay reduction provided that said covered employee is found fit and qualified for said position.

ARTICLE IX. WAGES

SECTION 1. The Administration will maintain its policy of paying wages and salaries, which are competitive with those prevailing in similar educational institutions (Appendix A).

SECTION 2. DEFINITION OF NEW GROSS PAY. Except for the wage increases set out below, no other wage increase or salary adjustment shall be due and demandable, and covered employees shall not be entitled to any other increase/s, without prejudice to the application of Article 124 of the Labor Code [*Standards/Criteria for Minimum Wage Fixing*]. The wage increases provided herein shall form part of the covered employees' "New Gross Pay".

SECTION 3. WAGE INCREASE. The Administration shall grant each employee covered by this Agreement 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.[2]

SECTION 4. WAGE REOPENING CLAUSE. In case of economic dislocation, some provisions of this Agreement could be renegotiated to avoid widespread retrenchment.

SECTION 5. GOVERNMENT-MANDATED INCREASES. It is understood that any increase in base pay, supplemental pay or fringe benefit provision that may be mandated by the government and granted by the Administration during the life of this Agreement shall form of the pay adjustments guaranteed in this Agreement.

ARTICLE X. SIGNING BONUS

SECTION 1. Each covered employee will receive a signing bonus of FIVE THOUSAND PESOS (Php 5,000.00).[3]

ARTICLE XI. RICE ALLOWANCE

SECTION 1. The Administration will give a rice allowance of One Thousand Five Hundred Pesos (P1,500.00) per month.

ARTICLE XII. WORK SCHEDULE

SECTION 1. A normal workweek consists of six (6) consecutive calendar days, the seventh day being considered as an unpaid day, whether it be a Sunday or a weekday mutually agreed upon by the administrator and the employee concerned.

SECTION 2. A normal working day consists of eight (8) full working hours. The daily work schedule of each employee shall follow the nature of work in the department or unit where assigned and shall be determined by the head of the department or unit concerned. However, no employee shall be required to perform work regularly in excess of eight (8) working hours in a day.

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SECTION 3. Authorized Work beyond normal work schedule is overtime work, and shall be paid in accordance with the provisions on overtime pay.

ARTICLE XIII. OVERTIME AND REST DAY PAY

SECTION 1. AUTHORIZED OVERTIME. Only authorized overtime work will be paid, and will be in accordance with the compensation schedule as presented in Appendix D.

SECTION 2. OVERTIME AND REST DAY PAY COMPUTATION. Computation of overtime and rest day pay is based on the covered employee's new gross pay as defined in Article IX, Section 2.

SECTION 3. REST DAY PREMIUM PAY. Every covered employee who is authorized to work on his or her rest day/s shall be paid rest day premium pay in accordance with Appendix D.

SECTION 4. On occasions wherein a stoppage of work and/or early dismissal has been declared by the University or the national government (covering both the government and private sectors) by reason of natural calamity or other similar causes, employees who are authorized to continue working will be paid overtime rates.

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.

ARTICLE XIV. HOLIDAYS WITH PAY

SECTION 1. HOLIDAYS WITH PAY. All covered employees shall not work but will receive regular pay for the holidays with pay which are listed in Appendix E.

SECTION 2. ENTITLEMENT TO HOLIDAY PAY. To be entitled to holiday pay, the covered employee must not incur a leave of absence (LOA) on the full working day preceding the holiday.

SECTION 3. WORK ON A HOLIDAY. A covered employee who performs authorized work on a holiday with pay shall be paid according to the compensation schedule in Appendix D.

SECTION 4. MINIMUM CREDIT FOR WORK ON A HOLIDAY OR REST DAY. The minimum premium pay for authorized work on a holiday or rest day shall be four (4) hours, even if the work is less than four hours. If the work rendered is more than four (4) hours, the covered employee is credited with actual hours worked.

ARTICLE XV. DEPENDENTS' ALLOWANCE

SECTION 1. ENTITLEMENT. Every full time covered permanent employee who is legally married shall receive a dependent's allowance for each legitimate or legally adopted child/ren under 23 years of age who is/are not married or gainfully employed and disabled child/ren, regardless of age.

Disabled child/ren, as used in this provision, is that as provided for and defined under Republic Act No. 7875. The dependent's allowance shall continue to be Six Hundred

Pesos (P600.00) per dependent per month until modified by the Parties.

SECTION 2. WHERE SPOUSES ARE ATENEO EMPLOYEES. If both husband and wife are covered employees, only one of the spouses may claim the benefit, and the election of which spouse is only done once.

SECTION 3. EMPLOYEES ON SICK LEAVE. Dependent's allowance shall continue to be granted during approved sick leaves, with or without pay.

SECTION 4. REQUIREMENT FOR INITIAL OR ADDITIONAL ENTITLEMENT. For initial or additional dependent's allowance, the covered employee must submit a certified true copy of the birth certificate of each child to the University HR Operations Shared Services Office (UHROSS).

SECTION 5. NOTICE OF INELIGIBILITY. The covered employee shall notify the UHROSS in writing if any of his/her children becomes ineligible for dependent's allowance due to marriage, gainful employment, or death within 30 days of such event.

ARTICLE XVI. FAMILY SUBSIDY

SECTION 1. Every full time covered permanent employee who is single or legally married but without legitimate or legally adopted children under the age of 23 shall receive a subsidy, as follows:

(a) June 1, 2024 - May 31, 2025: Five Hundred Pesos (P500.00) per month.

(b) June 1, 2025 - May 31, 2026: Five Hundred Pesos (P500.00) per month

(c) June 1, 2026 - May 31, 2027: Five Hundred Pesos (P500.00) per month.

SECTION 2. WHERE SPOUSES ARE ATENEO EMPLOYEES. If both husband and wife are covered employees, only one of the spouses may claim the benefit, and the election of which spouse is only done once.

SECTION 3. EMPLOYEES ON SICK LEAVE. The family subsidy shall continue to be granted during approved sick leaves, with or without pay.

ARTICLE XVII. UNION EDUCATIONAL BENEFITS

SECTION 1. Full time covered permanent employees are entitled to union educational benefits for their eligible children who are enrolled and going to school, for a maximum of four children per school year for each employee, provided that these children meet the same requirement set for family allowance except for the age which is 23 and below at the time of the enrollment.

SECTION 2. The union educational benefits are as follows:

(a) Pre-school and Elementary level

Year 1 - FOURTEEN THOUSAND PESOS (P14,000.00) per year per child;
Year 2 - FOURTEEN THOUSAND PESOS (P14,000.00) per year per child;
Year 3 - FOURTEEN THOUSAND PESOS (P14,000.00) per year per child

Release of educational benefit shall be given on the first week of April due to early enrollment.

(b) High School and College level:

Year 1 - FIFTEEN THOUSAND PESOS (P15,000.00) per year per child;
Year 2 - FIFTEEN THOUSAND PESOS (P15,000.00) per year per child;
Year 3 - FIFTEEN THOUSAND PESOS (P15,000.00) per year per child

Loan assistance is available under the following conditions:

1. This is a no-interest loan;

2. The loan amount is to be determined from the difference between tuition plus basic fees and the Union Educational Benefit amount of P14,000.00 or P15,000.00 as the case maybe;

3. The maximum loan amount per employee is TWENTY-FIVE THOUSAND PESOS (P25,000.00) per school year and payable within one (1) school year.

SECTION 3. ADMINISTRATION OF UNION EDUCATIONAL BENEFITS. The union educational benefits are administered in accordance with the implementing guidelines drawn by the LMC and approved by the UHROSS and the Office of the Vice President for Finance and Treasurer (OVPFT).

SECTION 4. If both husband and wife are covered employees, only one of the spouses may claim under the benefit, and the election of which spouse is only done once.

SECTION 5. NOTICE. The covered employee shall notify the UHROSS in writing of the names of his/her children who shall receive this benefit together with the enrollment certificates from the schools where they shall enroll or other supporting papers required by the UHROSS. The covered employee shall also inform the UHROSS if any of his/her children enjoying the benefit stops studying or becomes ineligible for the benefit under the conditions required within 30 days from the end of the child's schooling or when the child becomes ineligible.

SECTION 6. Any child of a full time covered permanent employee may apply for a scholarship in the University in any department, as long as the child meets all requirements of the scholarship.

SECTION 7. All full time covered permanent employees may avail of the Union education loan privilege up to a maximum of TWENTY-FIVE THOUSAND PESOS (P25,000.00) per year for their own enrollment in academic, technical or vocational programs, in accordance with guidelines to be drawn up by the LMC and approved by the UHROSS and the OVPFT.

SECTION 8. EMPLOYEE DEVELOPMENT OPPORTUNITY. An employee may also separately apply for a scholarship in any department of the University, as long as he/she meets all requirements of the scholarship.

ARTICLE XVIII. VACATION LEAVE WITH PAY

SECTION 1. At the beginning of every fiscal year, all full time covered permanent employees are entitled to fifteen (15) workdays of vacation leave with pay. The utilization, crediting of leaves and exclusion regarding retired, terminated, or resigned employees under this Section shall be in accordance with the University's policies.

SECTION 2. The Administration shall consider the employee's preference in scheduling the vacation leave, subject to the needs of the unit.

SECTION 3. COMPUTATION OF VACATION PAY. Computation of vacation pay is based on the covered employee's new gross pay plus family subsidy or dependent's allowance, if any, at the time the leave is taken.

SECTION 4. CASH CONVERSION AT THE END OF THE EMPLOYMENT. Unused vacation leave credits may also be converted to cash and paid to the employee upon the termination of his/her employment.

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 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.[4]
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.

SECTION 6. Unused vacation leave credits may also be converted to cash and paid to the employee upon termination of employment.

ARTICLE XIX. SICK LEAVE WITH PAY

SECTION 1. At the beginning of every fiscal year, all full time covered permanent employees are entitled to fifteen (15) workdays of sick leave with pay. The utilization, crediting of leaves, and exclusion regarding retired, terminated, or resigned employees under this Section shall be in accordance with the University's policies.

SECTION 2. If employment is terminated due to death or sickness, used but unearned sick leave credits shall not be deducted from the employee's final pay.

SECTION 3. SUBMISSION OF MEDICAL CERTIFICATE. Sick leave is for personal illness or injury only. For sick leaves covering three (3) consecutive working days or three (3) working days or more in a month, the covered employee must present a medical certificate together with a sick leave application.

SECTION 4. MEDICAL EXAMINATION. The Administration has the right to have its doctor examine, at its expense, any covered employee who is on sick leave with pay.

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Refusal by the covered employee to undergo the medical examination shall be cause for forfeiture of sick leave privileges (for the first offense); suspension (for a second offense); and dismissal (for a third offense).

SECTION 5. COMPUTATION OF CASH EQUIVALENT. The cash equivalent of the unused sick leave credits is computed according to the employee's new gross pay of the year the leave was earned, as defined in Article IX, Section 2.

SECTION 6. CONVERSION TO CASH EQUIVALENT. Unused sick leave credits shall be converted automatically into their cash equivalent at the end of each fiscal year, and shall be released in lump sum to the covered employees concerned two (2) months after the end of the fiscal year.

SECTION 7. CASH CONVERSION AT THE END OF EMPLOYMENT. Upon termination of employment, all earned unused sick leave credits for the current year are converted to cash and released in lump sum to the covered employee.

ARTICLE XX. LINE OF DUTY INJURY AND ACCIDENT

SECTION 1. The Administration agrees that any line of duty injury or accident shall be considered company loss time. As such, the Administration shall give the covered employee the difference between the SSS EC benefit and the employee's salary at the time of injury.

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.

SECTION 2. INSTANCES OF USE. The paid emergency leave may be taken for any of the following reasons:

1. Illness or accident of a member of the immediate family (father, mother, legitimate spouse, legitimate child, brother or sister). A medical certificate must be submitted attesting that the immediate family member was treated by a doctor.

2. Death of a special family relation. For purposes of this provision a special family relation is defined as:

    a. A blood relative of the employee limited to the grandparent (father/mother of parents), uncle/aunt (brother/sister of parents), nephew/niece (children of brother/sister), grandchildren (son/daughter of children) and first cousins (children of siblings of parents).

    b. Parent or brother/sister of the employee's legitimate spouse.

    c. A foster-parent (the person who took the place of the employee's biological parents but did not legally adopt the employee when he/she was a child) or guardian (*nag-alaga at nagpalaki sa empleyado*).

d. For single employees- legitimate spouse of brother/sister. The Administration may ask the employee for proof of relationship and/or a copy of the death certificate (in the case of first cousins, birth and death certificates of the deceased).

3. Illness requiring hospitalization of a household member ("*kasambahay*" - as certified to by the Barangay Chairman).

4. Occasion when the employee's presence is required by law e.g., appearance in a court case (subpoena or notice of hearing must be presented).

5. Other reasons which the Administration may find justifiable including fortuitous events such as flood, fire, earthquake or events of similar nature that directly prevent/ an employee from reporting for work.

6. Visit to a physician when required after the yearly medical exam. The letter of authority from the HMO, which shall be signed by the physician and contain the medical evaluation, shall take the place of a medical certificate.

SECTION 3. NOTICE. Whenever possible, the covered employee should give his/her supervisor prior notice.

SECTION 4. **NON-CUMULATIVE AND NON- CONVERTIBLE**. The emergency leave benefit does not accumulate and cannot be converted to cash.

ARTICLE XXII. BEREAVEMENT LEAVE AND ASSISTANCE

SECTION 1. BEREAVEMENT LEAVE. The Administration shall grant bereavement leave of ten (10) days with pay in case of death of legitimate spouse, legitimate children, parents, parents-in-law, brother or sister of a covered employee upon presentation of a certified true copy of registered death certificate.

SECTION 2. **BEREAVEMENT ASSISTANCE**. For death of 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 (P12,000.00).[5]

ARTICLE XXIII. UNION LEAVE WITH PAY

SECTION 1. The Administration shall grant union leave with pay to union officers for purposes of attending collective bargaining negotiations and grievance conferences.

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.

SECTION 3. 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. The Administration agrees to allow the officers and/or authorized

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representatives of the Union to take two (2) days union leave with pay for the following purpose: (i) conducting an ocular inspection of the venue for the summer outing; and (ii) taking care of physical arrangements and logistics for the summer outing.

ARTICLE XXIV. HEALTH CARE

SECTION 1. HEALTH CARE PLAN. The Administration shall periodically review its health care plan for the purpose of upgrading existing benefit levels and providing additional desirable features that could be made available to employees for themselves and their dependents. Dependents include those up to 23 years of age who are full-time students, single, and not gainfully employed.

SECTION 2. **MEDICAL AND DENTAL SERVICES**. All covered employees are entitled to emergency medical and dental services of the University.

SECTION 3. PHYSICIAN. The professional services of a physician can be availed of through an accredited health provider on campus or in nearby location.

ARTICLE XXV. GROUP LIFE INSURANCE

SECTION 1. **GROUP LIFE INSURANCE COVERAGE. THE** Administration shall grant free group life insurance coverage of Three Hundred Thousand Pesos (P300,000.00) to each covered employee.

ARTICLE XXVI. RETIREMENT

SECTION 1. The Administration and the Union shall periodically review the existing retirement policy as well as the pertinent provisions of the Ateneo Retirement Plan. In the meantime, retirement benefits shall continue to be granted in accordance with the improved policy and provisions (Appendix F). A fraction of at least six (6) months shall automatically be counted as a full year.

ARTICLE XXVII. GRIEVANCE MACHINERY

SECTION 1. DECLARATION OF POLICY. The Administration and the Union shall see to it that all complaints and grievances, as defined in this Article, are resolved promptly and systematically. To do this, they both agree to follow diligently only on the procedure outlined here in processing and resolving such complaints and grievances. This procedure will take the place of any individual or group activity which will interfere with the normal operations of the University. No other method will be used unless it is so required by law or by mutual agreement of the Administration and the Union.

SECTION 2. DEFINITION OF GRIEVANCE. A grievance is defined as any dissatisfaction arising out of the interpretation and application of any provisions of this Agreement.

SECTION 3. DEFINITION OF COMPLAINT. A complaint is any dissatisfaction which does not involve the interpretation or the application of this Agreement but which arises from the employment relationship.

SECTION 4. FILING OF GRIEVANCE OR COMPLAINT. The employee should file his/her grievance or complaint within seven (7) working days after the cause of dissatisfaction arises. His/her failure to do so will be taken to mean that he/she no longer finds sufficient cause for a complaint or grievance.

SECTION 5. EXPEDITIOUS RESOLUTION. The Administration and the Union agree that grievances and complaints shall be processed and resolved expeditiously at times mutually convenient to their representatives.

SECTION 6. Should the grievance procedure take place during working hours, the Union representative assigned to assist the grievant or complainant shall be granted Union leave with pay.

SECTION 7. INITIAL DISCUSSION OF GRIEVANCE OR COMPLAINT. Each grievance or complaint shall first be discussed between the grievant or complainant and his immediate supervisor. They should exert every reasonable effort to resolve the grievance or complaint promptly.

SECTION 8. **APPEAL.** If the grievance or complaint submitted to the supervisor is not settled within (3) working days after it is received, or if the supervisor's answer does not satisfy the employee, the latter may make a formal written appeal. The appeal shall be signed by both the employee and the Union representative, and shall be processed according to the following procedure:

GRIEVANCE PROCEDURE			
Procedural Step	**Representations**	**Period of Resolution***	**Period of Appeal to Succeeding Steps****
Step I	Grievant or complainant union. representative, and immediate supervisor	3 days	5 days
Step II	Grievant or complainant, union representative and unit head or his/her Representative	5 days	10 days
Step III	Decision on complaints: by the Vice President/President	15 days	10 days
Step IV	Arbitration for all grievances: by a panel of arbitrators consisting of: 1. A representative from the Union, 2. A representative of the Administration, and A person mutually chosen by the Union and the Administration.***		

* Number of workdays after the processing is complete

** Number of workdays after the written resolution is received

*** This third arbitrator will be chosen as follows:

a. The Union and the Administration to jointly request the Philippine Association of Voluntary Arbitrators (PAVA) to give seven (7) names of possible arbitrators

b. By a process of elimination, the Union and the Administration will cancel three names, one at a time, from the list.

c. The remaining name shall be that of the third arbitrator.

SECTION 9. The written resolution of the grievance or complaint in any of the above steps shall be considered final settlement of the dissatisfaction, unless it is appealed in writing to the next step within the time period indicated in the schedule.

SECTION 10. The members of the panel of arbitrators shall be chosen by both the Administration and the Union from the list that each will submit to the other upon written request. The panel shall have the authority to interpret any provision or provisions of this Agreement and apply it/them to a particular case. However, it does not have the authority to add to, subtract from, or modify the provision(s) of the Agreement even if in the panel's judgment the language of the Agreement is inadequate. The decision of the panel on all grievances shall be final and binding to the Administration and the Union.

SECTION 11. The Union will be given an official notice of the decision by the President or his designate on grievances and complaints.

SECTION 12. EXPENSES OF ARBITRATION. The expenses involved in the arbitration shall be shared as follows: one-third shouldered by the Union, and two- thirds shouldered by the University.

ARTICLE XXVIII. NO STRIKE, NO LOCKOUT

SECTION 1. During the term of this Agreement, the Administration agrees not to lock out its employees, discriminate against union members, nor interfere with the Union's internal affairs. On the other hand, the Union agrees that it shall not approve, cause, support or participate in any strike or other forms of concerted activity or activities while a grievance or complaint is being resolved, or at any time after it is resolved for the purpose of forcing a favorable response or changing an unfavorable resolution. Should any such form of concerted activity take place, the Union shall immediately disauthorize it and order all employees, in writing, to desist from such activities. The Administration reserves the right to impose disciplinary measure(s) upon any participant(s) in the activity, as it may deem best and necessary to protect its interests.

ARTICLE XXIX. WAIVER

SECTION 1. WAIVER. The Administration and the Union acknowledge that during the negotiations which resulted in this Agreement, both had the unlimited right and opportunity to make demands and proposals with respect to any matter legally covered by collective bargaining, and that the understanding and agreement arrived at by both parties in the negotiations are contained in this Agreement.

SECTION 2. Therefore, both the Administration and the Union voluntarily and unqualifiedly surrender the right to bargain collectively, and agree that neither shall be required to do so, on any subject or matter specifically or indirectly referred to or considered in this Agreement, for as long as this Agreement is in effect.

SECTION 3. COMPLIANCE WITH THE LABOR CODE. The Administration and the Union mutually agree that this Agreement is subject to all provisions of the Labor Code and any future legislation.

SECTION 4. PREROGATIVES/FUNCTIONS OF THE ADMINISTRATION. Nothing in this Agreement shall be considered as a waiver of any inherent and fundamental prerogatives/functions of the Administration, whether the same were exercised heretofore or not, provided that, in the exercise of such rights, the same shall not in any way diminish, affect or run counter to the provision of the law, jurisprudence and the rights of workers to due process of law.

ARTICLE XXX. PRINTING OF AGREEMENT

SECTION 1. COST OF PRINTING. The cost of printing this Agreement shall be shouldered by the University.

SECTION 2. REGISTRATION OF THE AGREEMENT. The Union shall provide the Administration with copies of the Agreement duly registered with the DOLE. Thereafter, the Administration shall provide Union members with copies of the Agreement in booklet form within 60 days.

ARTICLE XXXI. TERM AND EFFECTIVITY OF THE AGREEMENT

Section 1. All the economic provisions of this agreement shall be in force and effect from 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.[6]

IN WITNESS WHEREOF, the parties have hereunto signed this Collective Bargaining Agreement on the ___ day _______ 2025 at Quezon City.

For the
ATENEO DE MANILA UNIVERSITY

RAYMUND BENEDICT Q. HIZON, SJ – Co-Chairperson

CARMELA C. ORACION, EdD – Co-Chairperson

ATTY. ALMA RENEE R. PAVIA – Member

LUIS F. DUMLAO, PhD – Member

ARCH. MICHAEL M. CANLAS - Member

CRISTINA R. CABUDSAN – Member

For the
ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION

RAYMOND C. TANO – President

NOLAN P. VILLENA – Vice President

CHRISTY JOY R. SUMMER† – Secretary

ANGELO D. ENRIQUEZ – Treasurer

RICHARD S. YAP - Auditor

CHRISTOPHER E. BRON – P.R.O.

EUGINE U. BULATAO – Sgt-at-Arms

JULIETA T. RAMOS – Sgt-at-Arms

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[6] MOA 2024-2029

ROGELIO S. ANSANO III – Member, BOD

MICHAEL Q. MANDAGAN – Member, BOD

RHODERICK N. TORRES – Member, BOD

REAGAN D. DIAZ – Member, BOD

ALEJANDRO E. OGAYON – Member, BOD

NORBERTO L. CANONIGO – Member, BOD

DAVID G. PANOGADIA – Member, BOD

Witnesses:

TOMAS L. TESTA IV

KAYE ANGELA A. REYES

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S. S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for 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
Roberto C Yap SJ	Passport No. P8217655B	November 20, 2031

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.

MAR 14 2025

WITNESS MY HAND and seal this ____ day of _______ 2025 at Quezon City.

Doc No. 152
Page No. 12
Book No. CCXV
Series of 2025.

ATTY. ISRAEL COMIA SOGUILON
NOTARY PUBLIC
Until December 31, 2025
Roll of Attorneys No. 61484
Notarial Commission No. 130 (2024-2025)
IBP Lifetime No. 10751, 3-9-2021/ Q.C. Chapter
PTR No. 7009853; 1.2.2025/ Q. City
MCLE Compliance Cert. No. VII-0080846-9.11.2023
Address: Casal Bldg. 15-A Anonas St., Project 3, Q.City

APPENDIX A

POSITION CLASSIFICATION AND PAY STRUCTURE *

Pay Class	Min. GP ** / week	Generic Position Title	Descriptive Position Title
A. MAINTENANCE AND FOOD SERVICE POSITIONS			
GROUP I:			
M-01	3,870.06	Maintenance Staff I	Utility worker I
M-02	3,956.55	Maintenance Staff II	Utility worker II
M-03	4,034.53	Maintenance Staff III	Utility worker III Lifeguard Driver Painter I Carpenter I Plumber I Cook I Waiter I
M-04	4,112.51	Maintenance Staff IV	Driver-Mechanic Painter II Carpenter II Mason Electrician I Plumber-Welder I Plumber II Cook II
M-05	4,190.49	Maintenance Staff V	Painter III Carpenter III Electrician II Plumber-Welder II Plumber III
GROUP II:			
M-06	4,294.70	Maintenance Staff VI	Painter IV Carpenter IV Electrician III Plumber-Welder III Tractor Operator & Grounds Foreman CMS (Carpentry/Masonry) Foreman [1] GMS (Grounds/Mechanical) Foreman [1] PWS (Plumbing/Welding) Foreman [1]
M-07	4,372.68	Maintenance Staff VII	Electrician IV ECS (Electrical/Communications) Foreman [2]

* Per Revised Pay Structure approved effective 17 July 2024

** Minimum Gross Pay (GP) rates effective 17 July 2024 (inclusive of Rice Allowance)

[1] Extension of promotional line, effective 1 April 2005

[2] Consolidation of job functions, effective 1 April 2014

POSITION CLASSIFICATION AND PAY STRUCTURE *

Pay Class	Min. GP ** / month	Generic Position Title	Descriptive Position Title
B. TECHNICIAN POSITIONS			
GROUP I:			
T-01	17,200.00	Technician I	Assistant Laboratory Technician I Audiovisual Assistant I Duplicating Machine Operator I
T-02	17,539.00	Technician II	Assistant Laboratory Technician II Audiovisual Assistant II Duplicating Machine Operator II Assistant Microform Technician
T-03	18,217.00	Technician III	Audiovisual Technician I Laboratory Technician I Microform Technician I
GROUP II:			
T-04	19,914.00	Technician IV	Audiovisual Technician II Laboratory Technician II Microform Technician II
T-05	20,932.00	Technician V	Audiovisual Technician III Laboratory Technician III Microform Technician III

* Per Revised Pay Structure approved effective 17 July 2024

** Minimum Gross Pay (GP) rates effective 17 July 2024 (inclusive of Rice Allowance)

APPENDIX B

KEY UNITS OF THE UNIVERSITY

1. Grade School
2. Junior High School
3. Senior High School
4. Higher Education (Loyola Heights Campus)
5. Residence Halls/International Residence Halls
6. Higher Education (Rockwell and Ortigas Campuses)
7. Jesuit Residence
8. Central Facilities Management Office

Note: Further details will be discussed in the Labor Management Committee (LMC), as indicated in the Minutes of the CBA Meeting last 26 October 2022.

<u>**APPENDIX C**</u>

MEMORANDUM OF AGREEMENT

This instrument made by and between: the **ATENEO DE MANILA UNIVERSITY**, hereinafter referred to as the **UNIVERSITY**, and the **ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION**, hereinafter referred to as the **UNION**

WITNESSETH

That the parties hereby agree as follows:

A. The employees listed herein have joined the Union in their individual and personal capacity and are recognized as members of the bargaining unit under the 2014-2019 Collective Bargaining Agreement:

1. Errol L. Dayandante
2. Rogelio P. Macarilay
3. Brian James M. Madrid

B. The following employees who had signified their individual and personal intention to join the Union in 2009, and were covered by the 2009-2014 Collective Bargaining Agreement, are retained in the bargaining unit:

4. Leonard C. Balete
5. Christopher D. Calderon
6. Waldo C. Calubaquib, Jr.
7. Glyn G. Crisostomo
8. Pedro V. Galang, Jr.
9. Gabriel L. Garbo
10. Paul Andrew V. Mendoza
11. Amador U. Rabe
12. Albert T. Sadia
13. Raymond C. Tano
14. King Ritchie I. Telan
15. Marcel M. Toledo

C. The following employees who had signified their individual and personal intention to join the Union in 2004, and were covered by the 2004-2009 CBA, are retained in the bargaining unit:

16. Virgilio T. Perillo
17. Benito Paul S. Rabara
18. Rodel M. Serrano

D. The above listed <u>**eighteen (18)**</u> employees have become members of the Union in their individual and personal capacity and shall be entitled to all the benefits and privileges contained in the <u>2024-2029</u> Collective Bargaining Agreement.

E. Employees who are assigned confidential and/or supervisory functions as provided for in the Labor Code of the Philippines shall be disqualified from coverage of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Collective Bargaining Agreement on the ___ day _______ 2025 at Quezon City.

For the
ATENEO DE MANILA UNIVERSITY

RAYMUND BENEDICT Q. HIZON, SJ – Co-Chairperson

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

ATTY. ALMA RENEE R. PAVIA – Member

LUIS F. DUMLAO, PhD – Member

ARCH. MICHAEL M. CANLAS - Member

CRISTINA R. CABUDSAN – Member

For the
ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION

RAYMOND C. TANO – President

NOLAN P. VILLENA – Vice President

CHRISTY JOY R. SUMMER† – Secretary

ANGELO D. ENRIQUEZ – Treasurer

RICHARD S. YAP - Auditor

CHRISTOPHER E. BRON – P.R.O.

EUGINE U. BULATAO – Sgt-at-Arms

JULIETA T. RAMOS – Sgt-at-Arms

ROGELIO S. ANSANO III – Member, BOD

MICHAEL Q. MANDAGAN – Member, BOD

RHODERICK N. TORRES – Member, BOD

REAGAN D. DIAZ – Member, BOD

APPENDIX C

ALEJANDRO E. OGAYON – Member, BOD

NORBERTO L. CANONIGO – Member, BOD

DAVID G. PANOGADIA – Member, BOD

Witnesses:

TOMAS L. TESTA IV	**KAYE ANGELA A. REYES**

APPENDIX D

COMPENSATION SCHEDULE OF HOLIDAY PAY, PREMIUM PAY, AND OVERTIME PAY

	Holiday Pay	Premium Pay	Overtime Pay
1. Regular work working day	--	--	Hourly rate x 1.25 x no. of hrs. worked
2. Scheduled rest day	--	Hourly rate x 1.30 x no. of hrs. worked	Hourly rate x 1.69 x no. of hrs. worked
3. Special holiday	100 % of composite pay	Hourly rate x 1.00 x no. of hrs. worked	Hourly rate x 2.60 x no. of hrs. worked
4. Special holiday falling on employee's scheduled rest day	100 % of composite pay	Hourly rate x 1.60 x no. of hrs. worked	Hourly rate x 3.38 x no. of hrs. worked
5. Regular holiday	100 % of composite pay	Hourly rate x 1.25 x no. of hrs. worked	Hourly rate x 2.60 x no. of hrs. worked
6. Regular holiday falling on employee's scheduled rest day	100 % of composite pay	Hourly rate x 1.60 x no. of hrs. worked	Hourly rate x 3.38 x no. of hrs. worked

---

1. Holiday pay is paid for a regular or special holiday with pay.
2. Premium pay is given for work not exceeding eight hours on a rest day or holiday.
3. Overtime pay is for work in excess of eight hours on a regular work day, rest day or holiday.

N.B.: The hourly rate used in the above formulas is based on employee's gross pay, i.e., composite pay and allowances, unless otherwise specified.

APPENDIX E

HOLIDAYS WITH PAY

This list of holidays with pay is subject to change by proper civil and ecclesiastical authorities.

I. Regular Holidays

A. Nationwide legal holidays specified in the Rules and Regulations implementing the Labor Code

New Year's Day	*(January 1)*
Holy Thursday	*(movable date)*
Good Friday	*(movable date)*
Araw ng Kagitingan	*(April 9)*
Labor Day	*(May 1)*
Independence Day	*(June 12)*
National Heroes' Day	*(last Monday of August)*
Bonifacio Day	*(November 30)*
Christmas Day	*(December 25)*
Rizal Day	*(December 30)*
Eidul Fitr	*(movable date)*
Eidul Adha	*(movable date)*

B. Regular University holidays

Feast of St. Ignatius	*(July 31)*
All Saints Day	*(November 1)*

II. Special Holidays

A. Special public holidays that may be declared by the national or appropriate local government authority.

B. Special University holidays that may be declared by the President of the University, e.g., University President's Day

N.B.: Payment for authorized work done on any of these holidays with pay shall be made according to the compensation schedule prescribed in Appendix A.

APPENDIX F

RETIREMENT PLANS

ADMU RETIREMENT PLAN

Approved effective 1 January 1987 as a tax-qualified plan, and amended effective 1 January 1995 and 1 January 1999, the Ateneo de Manila University Retirement Plan (ADMU Plan) provides for a lump sum of one month's gross pay for every year of service, inclusive of CEAP Fund Credit (i.e., accumulation of the University's contributions plus income under the CEAP Retirement Plan (CEAP Plan)), upon normal retirement (at age 60), early retirement (after 20 years of continuous service), disability, or death. For the early retirement benefit to be tax-exempt, the employee should have at least 10 years of continuous service, and be at least 50 years old.

The ADMU Plan also provides for voluntary separation benefits after at least five (5) years of continuous service. The benefit amount is computed in accordance with the following schedule:

Years of Service	Applicable Percentage
Less than 5 years	0% of normal benefit
5 less than 10 years	25% of normal benefit
10 less than 15 years	50% of normal benefit
15 less than 20 years	75% of normal benefit
20 years or more	100% of normal benefit

The abovementioned applicable percentage is to be computed based on one month's gross pay for every year of service less CEAP Fund Credit or the CEAP Fund Credit, if greater.

CEAP RETIREMENT PLAN

As one of the founding participating employers, the University adopted in 1968 the CEAP Retirement Plan (CEAP Plan) to provide retirement benefits for its qualified employees.

Permanent employees become eligible for membership in the CEAP Plan after at least six months of continuous service. The University contributes monthly to the Fund, for each employee-member, an amount equivalent to 4.25% of current monthly gross pay. Employee-members are not required to contribute to the Fund. However, they may make voluntary contributions amounting to 1, 2, 3, or 4% of their current monthly gross pay.

The retirement benefit payable under the CEAP Plan is the whole amount standing to the employee-member's credit at retirement, which consists of the

University contributions plus income. Voluntary contributions, if any, and corresponding income, are also paid out at retirement.

Also payable under the CEAP Plan is disability benefit: regardless of length of service, an employee-member who is separated due to permanent total incapacity or disability is entitled to the whole amount standing to his credit.

In case of death, the whole amount standing to the employee-member's credit, plus life insurance proceeds, will be paid to his beneficiaries. The amount of insurance coverage is equivalent to one year's salary based on his latest reported base pay; maximum insurance coverage is P150,000.

Separation prior to retirement, due to resignation or for any reason other than dismissal for cause, entitles an employee-member to the total amount of his voluntary contributions plus income, and to a separation benefit equivalent to a specified percentage of the total amount standing to his credit, according to the following schedule:

Completed Years of Continuous Service	Percentage Payable
Below 10	None
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

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.

Carmela COracion

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.

Carmela Oracion

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.

Carmela Abracion

ATENEO DE MANILA UNIVERSITY	ATENEO DE MANILA UNIVERSITY EMPLOYEES AND WORKERS UNION
By:	By:
REV. FR. RAYMUND BENEDICT Q. HIZON, SJ *Chairperson,* *University Negotiating Panel*	**RAYMOND C. TANO** *President and Chairperson, Union Negotiating Panel*
Carmela C. Oracion **CARMELA C. ORACION, EdD** *Chairperson* *University Negotiating Panel*	
Assisted by:	Assisted by:
SIGUION REYNA, MONTECILLO & ONGSIAKO LAW OFFICES	**DOLENDO LAW OFFICE**
By:	By:
ATTY. EDGARDO ROMAN MANUEL C. BALOIS	**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.

JAN 1 6 2025

WITNESS MY HAND and seal this _____day of ___________ 2025 at Quezon City.

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
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Loyola Heights, Quezon City | Telefax (02)8-426-7548

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