

## **FREQUENTLY ASKED QUESTIONS: WHAT YOU NEED TO KNOW ABOUT THE UST-USTFU COLLECTIVE BARGAINING NEGOTIATIONS**

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### **I. THE COLLECTIVE BARGAINING NEGOTIATIONS AND AGREEMENT BETWEEN THE UNIVERSITY AND USTFU**

**Q: What is a Collective Bargaining Agreement?**

A: A collective bargaining agreement (CBA) is a negotiated contract between a legitimate labor organization (the USTFU) and the employer (UST or the University) concerning wages, hours of work and all other terms and conditions of employment in a bargaining unit (the academic staff), including mandatory provisions for grievances and arbitration machineries.<sup>1</sup>

**Q: What is the coverage of the current CBA?**

A: Prior to the declaration of deadlock, UST management panel and USTFU panel were negotiating the 2021-2026 CBA for academic staff.

**Q: When did the negotiation process for the new Collective Bargaining Agreement begin?**

A: The negotiation process for the new Faculty CBA officially began in January 2024 when the USTFU panel submitted their proposals.

**Q: Does this mean that there has been no CBA in place from 2021 to the present?**

A: No. Under the law and as explicitly stated in the 2016 to 2021 Faculty CBA, if for any reason, no new CBA is entered into at the expiration date hereof, the 2016 to 2021 CBA shall remain in full force and effect until such time as a new CBA shall have been executed by the parties.<sup>2</sup>

### **II. USTFU'S DECLARATION OF A COLLECTIVE BARGAINING DEADLOCK**

**Q: What is a collective bargaining deadlock?**

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<sup>1</sup> Book V, Rule I (jj) of the Implementing Rules and Regulations of the Labor Code of the Philippines.

<sup>2</sup> Article XXX 30.3 of the 2016-2021 Faculty CBA.

A: A bargaining deadlock refers to a situation in a collective bargaining negotiation wherein the parties have not reached a mutually acceptable settlement, and both sides are unable to make further progress in their discussions.<sup>3</sup>

**Q: When did USTFU declare a bargaining deadlock?**

A: On 14 March 2025, the University received a *Notice of Deadlock* from USTFU, declaring that the parties had reached a bargaining deadlock.

**Q: Did the University declare a bargaining deadlock?**

A: No, the University has not declared a deadlock. The University remains hopeful in reaching an amicable settlement to resolve the remaining issues.

**Q: What provisions in the new CBA are still unresolved?**

A: In the CBA negotiation meeting on 28 February 2025, there were two main unresolved provisions:

(a) The allocation of Php26 million from the Tuition Fee Increase (TFI) for rank upgrades and Senior High School (SHS) salary restructuring; and

(b) The proposed increase in the critical illness benefit from Php200,000 to Php300,000 per year.

**Q: Why were there eleven (11) provisions cited in USTFU's *Notice of Deadlock*?**

A: The University is unaware of why USTFU cited eleven (11) provisions in the notice. However, after the most recent negotiations, the other seven (7) provisions mentioned in the *Notice of Deadlock* were already settled, and the other two (2) are still open for negotiations, as follows:

<b>Renegotiated Provisions in the New CBA</b>	<b>Agreement of the Parties</b>
Hospitalization benefits from Php 100,000.00 per year to a 100% hospitalization benefit for all union members.	Agreed not to proceed with 100% coverage since there was an agreed increase in the hospitalization benefit to Php150,000.00 per year and the introduction of the critical illness benefit. <sup>4</sup>

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<sup>3</sup> Section 1, Rule III, Manual of Procedures in the Settlement and Disposition of Conciliation and Preventive Mediation Cases.

<sup>4</sup> *Minutes of the Meeting* dated 28 February 2025.

Christmas Bonus from Php 15,000 to Php 30,000.00 per year per union member.	Agreed not to proceed with the proposal. USTFU removed this from their priority economic proposals as of November 2024. <sup>5</sup>
Emergency Loan interest from 6% interest to 4% interest	The Management Panel formally communicated USTFU's request to the Office of the Vice-Rector for Finance on 6 March 2025. <sup>6</sup>
Genuine Longevity Pay	Agreed not to proceed with the proposal. This was no longer part of USTFU's prioritized proposal as of September 2024. <sup>7</sup>
Additional two (2) days Vacation Leave for non-teaching academic staff	This proposal is conditioned upon USTFU's acceptance of the specific apportionment of the Php 26M TFI allocation. <sup>8</sup>
The 11 <sup>th</sup> and 12 <sup>th</sup> month pay be given to all tenured faculty members	Only the 12 <sup>th</sup> month pay is in question, and this was suggested to be tackled in the CBA renegotiation to plan for future TFI charging as of 22 November 2024. <sup>9</sup>
For Junior High School (JHS) to have Compensatory Time-Off who are required to report beyond regular working hours or during day-off for the following school-related activities: student retreats, exposure, recollection, immersion, outbound activities, camping, junior-senior prom, etc.	No longer included in the sectoral provisions enumerated by USTFU for clarification and finalization with the Management Panel as of 28 February 2025. <sup>10</sup>
Unused sick leave conversion from 15 days to 20 days per year	Agreed not to proceed with the proposal. No longer part of USTFU's

<sup>5</sup> *Minutes of the Meeting* dated 08 November 2024, in which the Christmas Bonus previously mentioned in the *Minutes of the Meeting* dated 18 October 2024 is no longer included.

<sup>6</sup> *Memorandum* dated 06 March 2025 with the subject "Management Panel Clarification on Information Regarding the UST-USTFU CBA Negotiations 2021-2026."

<sup>7</sup> *Minutes of the Meeting* dated 09 September 2024, in which the genuine longevity pay previously mentioned in the *Minutes of the Meeting* dated 20 June 2024 is no longer included.

<sup>8</sup> *Memorandum* dated 06 March 2025 with the subject "Management Panel Clarification on Information Regarding the UST-USTFU CBA Negotiations 2021-2026."

<sup>9</sup> *Minutes of the Meeting* dated 22 November 2024.

<sup>10</sup> *Minutes of the Meeting* dated 28 February 2025.

	prioritized economic proposals by September 2024. <sup>11</sup>
Salary improvement of the NSTP facilitators to be sourced from the NSTP Fund	Agreed to give NSTP allowance of Php 4,000.00 per annum coming from the NSTP Fund. <sup>12</sup>

These agreements were consistent with what was discussed during:

- a. USTFU's General Assembly last 10 March 2025; and
- b. The University and USTFU's meeting last 28 February 2025 .

**Q: Why did the parties agree not to proceed with some proposals?**

A: The parties focused on discussing the prioritized proposals of USTFU which may be covered by the 70% TFI shares of academic staff, as mandated by Section 5 (2) of Republic Act No. 6728, otherwise known as Government Assistance To Students and Teachers In Private Education Act. Aside from that, the University had already granted benefits in favor of USTFU that were already beyond the 70% TFI allocation. Thus, it would no longer be sustainable for the University to grant further increases in benefits. (*see discussion on Part V of this primer*).

**III. BENEFITS ALREADY AGREED UPON DURING THE CBA NEGOTIATIONS**

**Q: What benefits have already been agreed upon by the parties during the CBA Negotiations?**

A: In addition to the 70% Tuition Fee Increase (TFI) allocations for A.Y. 2021-2024 and the undistributed TFI for AY 2020-2021 amounting to Php 220M for salary and benefits improvements (minus the 26M TFI allocation for rank upgrades and SHS salary restructuring), the University has approved additional economic benefits worth Php 56M. These benefits are a gesture of goodwill, recognizing the invaluable contributions of the academic staff. The benefits include:

- a. Improvements in:
  - Bereavement Pay (Funeral Assistance)
  - Dangal Cash Award (per year of service)
  - Hazard Pay
  - Review Allowance
  - Wellness Program

- b. One Time Gratuity:

<sup>11</sup> Minutes of the Meeting dated 21 February 2025.

<sup>12</sup> Minutes of the Meeting dated 18 July 2024.

1. Goodwill Bonus (For Full Time and Part Time)
2. One Time Technology Support
3. One Time Hospitalization Fund Support

**Q: Why is the University providing an additional Php 56M million in benefits?**

**A:** The University has chosen to go beyond the legal requirements set by R.A. 6728, mandating the allocation of 70% TFI, which in this case, amounts to Php246 million. As a gesture of goodwill, the University is providing an additional PhP56 million to further improve the overall compensation of the academic staff, in recognition of their contribution to the University's mission of providing quality education.

#### **IV. THE UNIVERSITY'S STANCE ON THE TWO REMAINING UNSETTLED PROVISIONS**

**Q: What is the University's position regarding the two remaining provisions that have yet to be settled?**

**A:** The University remains committed to working collaboratively with USTFU to reach a fair and equitable resolution concerning the two unresolved provisions. The University is always open to further negotiations and will strive to come up with a peaceful and mutually beneficial agreement.

#### **V. THE TUITION FEE INCREASE ALLOCATION**

**Q: What is the required allocation for tuition fee increases under the relevant laws, rules and regulations?**

**A:** Under Section 5 (2) of Republic Act No. 6728, otherwise known as Government Assistance To Students and Teachers In Private Education Act, 70% of the tuition fee increases should be allocated toward the payment of salaries, wages, allowances and other benefits of teaching and non-teaching personnel except administrators who are principal stockholders. These funds can also be used for improvements outlined in the CBA.

**Q: Has UST been complying with this mandate of CHED?**

**A:** Yes. The University takes great pride in its status of being compliant with all CHED and DepEd rules and regulations.

For this purpose, *Certificates of Compliance* and/or *Certificate of Intended Compliance* were issued for purposes of ensuring compliance with CHED's mandate under Section 7.2.3 of CHED Memorandum No 03, series of 2012, as amended by CHED Memorandum No. 08, series of 2012.

**Q: How has the University allocated tuition fee increases for A.Y. 2021-2024?**

**A:** The tuition fee increases (TFIs) are allocated as follows:

School Year	Allocation	Amount of the 70% Allocation for Academic Staff	Purpose
2021-2022	70%	Php 51,446,545.00	For improvements in salaries and benefits of its academic staff <sup>13</sup>
2022-2023	70%	Php 63,215,909.00	For improvements in salaries and benefits of its academic staff <sup>14</sup>
2023-2024	70%	Php 104,675,852.00 <sup>15</sup>	For improvements in salaries and benefits of academic staff (including rank upgrades and salary restructuring). <sup>16</sup>

In addition, the remaining undistributed TFI shares of academic staff amounting to Php26,840,080 from the last CBA cycle 2016-2021 shall be distributed to help improve the salaries and benefits of academic staff.

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<sup>13</sup>Certificate of Compliance, Academic Year 2020-2021. The amount indicated in the Certificate of Compliance represent the total tuition fee increase to be applied across all sectors which are the support staff, academic staff, administrative and academic officials.

<sup>14</sup>Certificate of Compliance, Academic Year 2022 to 2023. The amount indicated in the Certificate of Compliance represent the total tuition fee increase to be applied across all sectors which are the support staff, academic staff, administrative and academic officials.

<sup>15</sup> Php 26M of which is allocated for rank upgrades and SHS Salary Restructuring.

<sup>16</sup> Certificate of Compliance, Academic Year 2023-2024. The amount indicated in the Certificate of Compliance represent the total tuition fee increase to be applied across all sectors which are the support staff, academic staff, administrative and academic officials.

**Q: Which academic years do the *Certificates of Compliance and/or Certificate of Intended Compliance* cover?**

A: UST's *Certificates of Compliance and/or Certificate of Intended Compliance* cover the following Academic Years:

- a. A portion of the TFI collections for A.Y. 2020-2021<sup>17</sup>;
- b. A.Y. 2021-2022;
- c. A.Y. 2022-2023; and
- d. A.Y. 2023-2024.

**Q: What do these *Certificates of Compliance and/or Certificate of Intended Compliance* state?**

A: These *Certificates of Compliance and/or Certificate of Intended Compliance* categorically state that 70% of TFI collected for the A.Y. 2021-2024 has been earmarked for the benefit of all University employees – support staff, academic staff, and administrative and academic officials. More specifically, the 70% TFI share of academic staff has been allocated for improving their salaries and benefits.

**Q: How does UST ensure transparency in matters related to TFI collection and allocation?**

A: UST has a longstanding commitment to transparency in its financial matters. In meetings with USTFU, the University Management Panel regularly shares:

- (a) The total amount of TFI collected;
- (b) The percentage increase in tuition fees per year level; and
- (c) The academic staff's share in TFI distribution, as mandated by law.

Moreover, the University submits compliance certifications and TFI allocation reports to the Commission on Higher Education (CHED), as required under CHED Memorandum Orders. These documents confirm that the tuition increases are distributed as required by law.

**Q: For A.Y. 2021 -2024, how much of the TFI has been allocated to the academic staff?**

A: The total 70% TFI allocation for the academic staff amounts to Php219.2M for A.Y. 2021-2024. An additional Php26.8M of undistributed TFI from A.Y. 2020-2021 (CBA cycle 2016-2021) is included in the allocation. Thus, the total distributable amount to academic staff is Php246M.

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<sup>17</sup> Php 26,840,080 from the last CBA cycle 2016-2021.

**Q: How much of the total distributable TFI shares have already been allocated?**

A: As of now, a total of Php220 million (or 89% of the total distributable TFI) has already been allocated, based on the agreed-upon terms during the CBA negotiations. This includes TFI collections from AY 2021-2022 to A.Y. 2023-2024, as well as the remaining TFI from the previous CBA cycle (A.Y. 2020-2021).

**Q: What is the status of the Php220 million (89%) share from the TFI?**

A: The release of the Php220 million is currently deferred until the CBA is finalized and duly executed. This ensures that the distribution follows a clear, mutually agreed-upon framework that safeguards the interests of all parties.

**Q: Where are the Php 246M million in funds currently held?**

A: The full Php220 million is secured in several deposit accounts, which is earning interest. Once the CBA is finalized, the funds—including earned interest—will be released in full to the academic staff through USTFU. None of these funds will revert to or be retained by UST, as has been the practice in previous CBAs.

**Q: How does the allocation of the Php220 million (89% of the TFI) impact the salaries of academic staff?**

A: The allocation will result in the following improvements in salaries and benefits for tenured, full-time academic staff:

(a) An 8.489% total salary increase;

(b) Enhancements to existing benefits;

- i) Birthday gift;
- ii) Meal Allowance;
- iii) Transportation Allowance;
- iv) Wellness Allowance;
- v) Hospitalization Benefit;

(c) Introduction of new benefits;

- i) Term-end Bonus;
- ii) Signing Bonus; and
- iii) Technology Allowance



The said increase will be applied retroactively as backwages effective 1 August 2020.

**Q: What about the remaining 11% of the TFI allocation for the academic staff?**

A: The remaining Php26 million (11% of the total distributable TFI shares) is a portion of the TFI allocations for A.Y. 2023-2024. This academic year, UST implemented a 6% tuition increase across all year levels, rather than limiting the increase to incoming freshmen.

This **special approach** was intended to fund these **special purposes**:

- a. Salary restructuring for the support staff;
- b. Rank upgrades for tertiary academic staff;
- c. Salary restructuring for the Senior High School academic staff; and
- d. Improvement of indexation for specified sectors of administrative and academic officials.

**Q: What are the special purposes of the across-the-board tuition fee increase with respect to the academic staff?**

A: The across-the-board tuition fee increase aimed to support specific initiatives for the academic staff, particularly in funding **rank upgrades for tertiary academic staff and the salary restructuring for SHS academic staff**. During these discussions, the purpose of the increase was thoroughly explained, focusing on how it would directly benefit the academic staff. Importantly, no objections were raised during these consultations, indicating an understanding and acceptance of the rationale behind the fee increase.

**Q: Was the increase across the board, including the special purposes thereof, approved?**

A: Yes, the Php26 million allocation was presented to and approved by the University's policy-making bodies, including the Permanent Committee for Faculty Classification, in which USTFU is represented. This matter was communicated to USTFU as well. At that time, USTFU did not raise any objections to the allocation.

**Q: If USTFU did not raise any objections to the allocation of the Php 26M (or the 11% share in the TFI allocation), why is it that this was one of two cited reasons for the supposed deadlock?**

A: While USTFU did not raise any objections when informed of the 26M allocation following policy approvals, during the CBA negotiations, USTFU expressed objections to the allocation. They requested that the budget for rank upgrades and

Senior High School (SHS) salary restructuring be funded from the University's own resources, rather than from the 70% TFI allocation mandated by Republic Act No. 6728.

**Q: If UST approved and granted Php 56M benefits from its own resources in recognition of the academic staff's invaluable contributions, why are negotiations still ongoing regarding the Php 26M allocation?**

A: The University is bound by its commitment to the students, who understood and accepted the tuition fee increase on the condition that the additional funds would be used specifically for the special purposes mentioned above. Allocating these funds for general distribution to USTFU members would undermine the trust built with students and their families. The University remains committed to fulfilling this promise, particularly given the significant impact that a tuition fee increase has on students and their families.

**Q: Does the specific allocation of Php26 million prejudice the majority of the academic staff?**

A: No. Despite the allocation for rank upgrades and SHS Salary restructuring, the distributable amount from the TFI for AY 2023-2024 remains at Php78.64 million, which is significantly higher than in previous academic years—Php51.46 million in AY 2021-2022 and Php63.21 million in AY 2022-2023.

## **V. THE ALLEGED NON-COMPLIANCE WITH CHED RULES AND REGULATIONS**

**Q: A show cause order was issued by the CHED requiring the University to file its written explanation within 15 days from receipt thereof. Is this true?**

A: Yes, on 12 March 2025, the University received CHED's *Order* dated 7 March 2025, requiring it to submit its written explanation regarding its compliance with Sections 5(2), 7.2.3 and 7.2.4 of Republic Act No. 6728, otherwise known as the "Government Assistance to Students and Teacher in Private Education Act" and CHED Memorandum No. 3, series of 2012, (Enhanced Policies, Guidelines, Procedures Governing Increases in Tuition and Other School Fees, Introduction of New Fees and for other Purposes).

**Q: What is the effect of a show cause order issued by the CHED?**

A: The issuance of the show cause order does not imply that the University has committed any wrongdoing. It is part of the standard procedure under R.A. 7722, otherwise known as The Higher Education Act, which provides the University an

opportunity to demonstrate compliance with the provisions of R.A. 6728 and CHED Memorandum No. 3, series of 2012, as amended.

**Q: Where did the show cause order stem from?**

A: The show cause order was issued not due to a complaint but in response to a request for a legal opinion from the CHED. The specific inquiries were about:

- a. Whether the CHED can give copies of the submissions and documents of schools related to their Certificate of Intended Compliance (COIC) and Certificate of Compliance which reflect their intended distribution of the 70% incremental proceeds from the TFI;
- b. Whether schools are required to disburse collected TFIs immediately; and
- c. Whether USTFU can legally demand release of the 70% allocation of the TFIs for A.Y. 2021-2024, pending the ratification of the CBA between UST and USTFU.

**Q: What is a legal opinion?**

A: A legal opinion is a statement or interpretation of the law issued by an administrative agency (in this case, the CHED) regarding a specific legal issue.<sup>18</sup>

**Q: What is the effect of a legal opinion of the CHED?**

A: Legal opinions or interpretations of laws issued by authorities or rule-making bodies are to be given weight (*Geukeko v. Hon. Salvador Araneta*, G.R. No. L-10182, 24 December 1957). However, for a legal opinion to result in sanctions, the concerned parties must file a formal complaint, as outlined in Section 16 of R.A. 6728.

**Q: What is the effect of the issuance of the show cause order on the operations of the University?**

A: The show cause order does not affect the operations of the University. The University will continue to function as usual, with classes proceeding as scheduled. Under Section 16 of R.A. 6728, if any violations are found, the University would forfeit the right to participate in the programs provided under R.A. 6728, such as tuition fee increases.

**Q: What is/are the action/s taken by the University with respect to the CHED's show cause order?**

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<sup>18</sup> Black's Law Dictionary.

A: The University shall abide by the directive of the CHED and submit its written explanation within the time prescribed. The University is confident that its explanations, together with proof of its compliance to all laws and regulations, will enable the CHED to rule on the matter justly.

## **VI. UST'S STANCE ON THE IMPENDING NOTICE OF STRIKE TO BE FILED BY USTFU**

**Q: What is the University's position on the impending Notice of Strike to be filed by USTFU on 25 March 2025?**

A: The University recognizes and respects the right of its academic staff to engage in concerted activities, including strikes, as part of the collective bargaining process.

Despite the potential strike, the University remains steadfast in its commitment to fairness, transparency, and full compliance with the law.

The University will continue to engage in good faith discussions with USTFU, with the aim of finalizing a just and sustainable CBA and reaching an amicable settlement.

**Q: Will classes be disrupted?**

A: No, the University remains fully committed to maintaining uninterrupted academic activities and will take all necessary measures to ensure that classes proceed as scheduled.

## **VII. PROJECTED TIMELINE OF EVENTS**

**Q: Given that USTFU has already provided its anticipated timeline of events regarding its decision to exercise the right to engage in a peaceful concerted activities, what is UST's plan of action regarding the matter?**

A: The University has four main goals:

1. To prevent any disruption of classes;
2. To ensure the safety and well-being of its students and stakeholders;
3. To prevent disruption on the operations of the UST Hospital and the UST Parish;
4. To resolve the matter promptly and reach an equitable and fair settlement with USTFU.

The University will enhance its security measures to ensure the safety of students and stakeholders and the smooth continuation of academic activities during this period.

### **The Projected Strike Timeline**

To provide clarity and assurance to parents and students regarding the collective bargaining process and its potential impact on academic activities, if any, the following is an outline of key procedural steps related to the strike:

#### **1. Filing of the Notice of Strike (25 March 2025)**

Based on reports, USTFU intends to file a notice of strike due to a **collective bargaining deadlock** with the National Conciliation and Mediation Board (NCMB).<sup>19</sup>

Since the strike is based on a deadlock, a cooling-off period of 30 days is required before any strike can be legally conducted.

**Q: What is the purpose of the 30-day cooling-off period?**

A: The cooling-off period affords the parties the opportunity to amicably resolve the dispute with the assistance of the NCMB conciliator/mediator.<sup>20</sup>

**Q: Can strike activities take place during the cooling-off period?**

A: No strike can occur during the cooling-off period. This legally mandated period allows both parties the opportunity to amicably resolve the dispute before any strike action is taken.

#### **2. Preventive Mediation (Within the cooling-off period, e.g., until 24 April 2025)**

Preventive mediation is automatically triggered once a notice of strike is filed. During this period, the parties may choose to enter into voluntary arbitration. If no agreement is reached, the process proceeds to the next steps.

**Q: What happens if the parties decide to enter into voluntary arbitration?**

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<sup>19</sup> [https://varsitarian.net/news/20250312/union-eyes-filing-of-strike-notice-on-march-24?fbclid=IwY2xjawI\\_IN5leHRuA2FlbQlXMAABHW7DlaIw8RTetwbBfU2V\\_CjvRNyO2spmKAI5wsalhXRTc\\_qgnFtZ6rBJNuQ\\_aem\\_Yz4FLsrISKzJ3nxX7rf8A](https://varsitarian.net/news/20250312/union-eyes-filing-of-strike-notice-on-march-24?fbclid=IwY2xjawI_IN5leHRuA2FlbQlXMAABHW7DlaIw8RTetwbBfU2V_CjvRNyO2spmKAI5wsalhXRTc_qgnFtZ6rBJNuQ_aem_Yz4FLsrISKzJ3nxX7rf8A)

<sup>20</sup> PHIMCO Industries, Inc. v. PHIMCO Industries Labor Association, G.R. No. 170830, 11 August 2010.

A: If both parties agree, the notice of strike is effectively dismissed, allowing the dispute to be resolved through voluntary arbitration. In effect, no strike will take place.

### 3. Jurisdiction of the Secretary of Labor and Employment

UST may immediately invoke the jurisdiction of the Secretary of Labor and Employment on the ground that the University belongs to an industry indispensable to national interest.

#### Legal Basis:

- a) *Philippine School of Business Administration Manila v. Noriel*, G.R. No. 80648, 15 August 1988.
- b) **Article 278 [263] (g), P.D. 442 of the Labor Code** allows the Secretary of Labor and Employment to assume jurisdiction over a dispute and issue orders preventing or stopping a strike if the industry is of national importance.

**Q: What happens when the Secretary of Labor and Employment assumes jurisdiction?**

A: **If a strike has not yet occurred**, the parties are enjoined from conducting any untoward action that may lead to a strike.

**If a strike has already taken place**, all striking workers shall, within twenty-four (24) hours from receipt of an Assumption or Certification Order, immediately return to work and the employer shall immediately resume operations and readmit all workers under the same terms and conditions prevailing before the strike.

At any point in time, the parties are not prevented from submitting the dispute to Voluntary Arbitration with the Secretary of Labor and Employment or his/her duly authorized representative as Voluntary Arbitrator or Panel of Voluntary Arbitrators.<sup>21</sup>

**Q: Will the assumption of jurisdiction by the Secretary of Labor and Employment affect classes and academic activities?**

A: No. Once the Secretary of Labor and Employment assumes jurisdiction over the dispute, all academic staff are prohibited from engaging in a strike or any activity that could disrupt the normal conduct of classes and other academic operations until the issue is resolved.

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<sup>21</sup> Section 3, Operational Guidelines of Department Order No. 40-G-03, Series of 2010, dated 24 February 2011.

**However, if the Secretary of Labor does not immediately assume jurisdiction, the following events will occur:**

#### **4. Second Notice (24-Hour Notice)**

USTFU must notify the NCMB at least **24 hours** before conducting a strike vote.

For example, if the Strike Vote is on 2 April 2025, then the Second Notice must be filed on 1 April 2025

#### **5. Strike Vote (After the Second Notice, e.g., 3 April 2025)**

A majority vote from the members of the Bargaining Unit is required before proceeding with a strike.

**Q: What happens if a majority vote is not met?**

**A:** If the requisite number of votes is not met, then no strike may ensue since the purpose of the strike vote is to ensure that the decision to strike broadly rests with the majority of the union members in general and not with a mere minority.<sup>22</sup>

#### **6. Strike Report (On or before 24 April 2025, assuming the strike will be conducted on 30 April 2025)**

The strike vote results must be submitted at least seven (7) days before the intended strike date.

#### **7. Strike Ban (On or before 24 April 2025, assuming the strike will be conducted on 1 May 2025)**

A seven-day waiting period is enforced after submitting the strike report. This allows the Department of Labor and Employment (DOLE) to verify whether the strike vote represents the majority of the union members.

#### **8. Conduct of the Strike (Earliest possible date: 1 May 2025)**

If all legal requirements are met, a strike may only be conducted at least 37 days after the filing of the Notice of Strike, or on 1 May 2025.

**Q: Will the conduct of the strike affect classes and academic activities?**

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<sup>22</sup> Capitol Medical Center v. NLRC, G.R. No. 147080, 26 April 2005.

A: No, classes will not be disrupted. UST understands the concerns of students and parents regarding the ongoing CBA negotiations and potential strike. UST remains committed to ensuring that classes and academic activities continue without disruption.

**Q: Is UST being unreasonable in its position?**

A: No, UST has always acted in accordance with the law. In fact, its offer exceeds what is legally required. Concessions to demands for economic benefits should take into account financial sustainability to ensure that the University continues to operate effectively while providing competitive compensation and benefits to its academic staff