GENEROSO JULIETO D. SEVILLO AND ILOILO-NEGROS EMPLOYEES LABOR UNION (INELU-FFW), PETITIONERS, VS. THE NATIONAL LABOR RELATIONS COMMISSION, SECOND DIVISION, NEGROS NAVIGATION CO....

Ponente: PERALTA, JR., E. B., J.

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PERALTA, JR., E. B., J.:

Impugned by petitioners on a Petition for Certiorari[1] were the Decision dated September 21, 2010[2] and Resolution dated November 10, 2010[3] of public respondent National Labor Relations Commission, to the effect that private respondent NCCI did not commit an unfair labor practice on the two notices of strike filed by Iloilo-Negros Employees Labor Union.

Co-petitioner Generoso Julieto D. Sevillo (hereinafter referred to as Sevillo) was a licensed First Class Radio Telegraph Operator of private respondent Negros Navigation Company, Inc. (NNCI) since March 8, 1990. He was regularized on September 1, 1990[4] and became President in 2004 of Iloilo-Negros Employees Labor Union (INELU-FFW), a legitimate labor organization and the exclusive bargaining agent of the rank and file employees of NNCI.

On May 6, 2006, Sevillo went on Sabbatical leave while performing the union functions. After a new CBA was signed in 2007, Sevillo resumed his corporate functions.

On December 3, 2007, NNCI issued a Memorandum[5] for Sevillo to report to Manila and to assume the position of Engine Parts Custodian effective December 17, 2007. Sevillo complied under protest because as a land-based employee he was not receiving vessel-based benefits.

On December 15, 2007, Sevillo wrote a letter to NNCI and expressed his reservation about the transfer from vessel-based to land-based employee. He also sought for a grievance meeting with the management to discuss his transfer.

On December 26, 2007 and January 11, 2008, grievance meetings were conducted, but the parties failed to settle their issues.

On January 18, 2008, Sevillo filed a Preventive Mediation Case for his transfer before the National Conciliation and Mediation Board (NCMB), National Capital Region.

On April 3, 2008, the CBA negotiation was approved and after conclusion thereof, Sevillo re-filed the Preventive Mediation Case in June, 2008, but the parties failed to reach an agreement.

On July 9, 2008, there was a vacancy of Radio Officer in M/V San Agustin but the position was not given to Sevillo.

On July 11, 2008, Sevillo converted the Preventive Mediation Case into a Notice of Strike, docketed as NCMB-NCR-10-158-08.

On August 27, 2008, the parties agreed that Sevillo will resume his function as Radio Officer at M/S St. Peter the Apostle, effective September 30, 2008. Thereafter, Sevillo wrote a letter[6] to Engr. Ensel A. Geroche, Purchasing and Materials Management Department, which sought a time-off (union leave) for August 30, 2008 up to September 5, 2008 concerning his Official Travel to Iloilo which was granted by his immediate superior. As such, a vessel embarkation advice round trip was issued to Sevillo by Rey Mendoza and Engr. Gaudencio P. Anacin, Ship Management Division Head & Company President.

On September 5, 2008, Sevillo returned to Manila and attended the Labor Management Council meeting.

On September 6, 2008, Sevillo was asked to report to the office of Atty. Adriano Gaddi, AVP-Legal & Labor Relations Head of the Company. At the office of Atty. Gaddi, Engr. Salvio tried to cause the service of documents for Sevillo's embarkation to M/S St. Peter the Apostle, but Sevillo refused and argued that it was already agreed upon by the parties during the August 27, 2008 conciliation meeting that the effectivity of his embarkation was on September 30, 2008.

On September 12, 2008, Capt. Alvin G. Aguillon asked Sevillo to accept his transfer documents.[7] Again, Sevillo insisted that the effectivity of his embarkation was on September 30, 2008.

On September 25, 2008, NCCI issued a Memorandum[8] for Sevillo to explain why he failed to board M/S St. Peter the Apostle.

Meanwhile, Sevillo was on official time-off from September 25-28, 2008 for the Union Board's Meeting. As such, he arrived in Manila on September 30, 2008 and attended the conciliation meeting at the NCMB during which occasion NCCI formally issued to Sevillo his Vessel Personnel Embarkation Advice as Radio Operator.[9]

On October 2, 2008, INELU-FFW filed its first Notice of Strike based on alleged unfair labor practice, docketed as NCMB-NCR-NS-10-158-08.

On October 4, 2008, NCCI issued another Memorandum[10] for Sevillo to explain in writing concerning his refusal to assume the duties of Radio Officer in M/S St. Peter the Apostle:

> "With all the foregoing, we are giving you another opportunity to explain in writing within a period of three (3) calendar days from receipt of this notice why you refused, and continue to refuse to date, to obey the lawful orders of your superiors to assume your duties as Radio Officer in M/S "St. Peter the Apostle", a serious violation of Company's Code of Discipline, and constituting willful disobedience warranting termination of employment for just cause in relation to Article 282 (a) of the Labor Code, and to explain further why no disciplinary action shall be imposed upon you."

Eventually, on October 6, 2008, Sevillo submitted his written explanation[11] for the Memoranda issued by NCCI on September 25, 2008 and October 4, 2008.

On October 8, 2008, Sevillo was notified that the Committee on Discipline would convene on October 14, 2008 to hear his administrative case regarding willful disobedience of lawful orders of superiors.

On October 14, 2008, an administrative hearing was conducted[12] and on October 21, 2008, Sevillo received a Notice of Termination. He also received a copy of the Decision[13] of the Committee on Discipline, which recommended his termination from employment:

> "...Respondent Sevillo is well-advised to be reminded that his position as Union President does not give him the license to consider himself above company policies and procedures and that it gives him the authority to willfully defy and disobey lawful orders of his superiors. First and foremost, he is an employee of the Company. And like any other employee, company policies, rules, regulations and processes apply to him in the

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> same manner as it applies to any other employee, be the company president, the manager, the supervisor, the rank-and-file employee, or the union president. His attempts to rationalize and justify his actuations by invoking the pendency of the notices of strike he filed are of no moment. A notice of strike does not and is never intended to give license to any employee to willfully defy a lawful order of his superior or to protect him from such disobedience. Neither does it deprive the employer the prerogative to instill discipline in his employees and to impose reasonable penalties, including dismissal, on erring employees pursuant to company rules and regulations [Soco vs. Marco, 148 SCRA 526; PAL vs. Secretary of Labor, G.R. 88210, January 23, 2991]. (sic) A notice of strike is a proceeding separate and distinct from an internal company proceeding arising from the implementation of its policies and processes."[14]

On October 24, 2008, INELU-FFW, through Sevillo, its Union President, sent a letter[15] to NNCI which sought for a grievance meeting to discuss his termination, but the request remained unheeded.

On October 29, 2008, Sevillo sent another Grievance Letter[16] to NNCI and insisted for a grievance meeting regarding his termination. Thus, on October 31, 2008, NNCI replied to the two grievance letters of INELU-FFW, which averred that Sevillo's termination was not subject to grievance under the CBA:

> "Under our company policy and under our collective bargaining agreement, employee termination cases are not referred to the grievance machinery.
>
> It is precisely for the above reason that the first request for grievance filed by Mr. Sevillo to his manager Engr. Angelito M. Salvio has not been acted upon. Mr. Sevillo has ceased to be an employee of the company as a result of the termination of his employment for just cause effective October 21, 2008, and has since lost all benefits, rights and privileges granted by the company to its employees under any of the company policies or under the collective bargaining agreement.
>
> In view of the foregoing, we regret to inform you that the company cannot entertain a request for grievance that you filed for and in behalf of Mr. Sevillo, or any similar grievance that you will file for and in behalf of any dismissed employee.
>
> Your request for grievance under the aforementioned letter is denied for obvious reasons stated above."[17]

Consequently, the refusal to act on the grievance letters submitted by Sevillo prompted the Union to file a ULP Complaint against NCCI before the NCR Arbitration Branch.

On November 11, 2008, the Union filed its second Notice of Strike with the NCMB, docketed as NCMB-NCR-NS-11-177-08.

In the responsive pleading of NNCI, it alleged that the October 2, 2008 Notice of Strike of INELU-FFW, docketed as NCMB-NCR-NS-10-158-08, and the November 11, 2008 second notice of strike docketed as NCMB-NCR-NS-11-177-08 were baseless and involved non-strikeable issues, and were subject to dismissal.

On January 22, 2009, Sevillo wrote another letter to NCCI, which asked for reconsideration of his termination.[18]

On January 27, 2009, NCCI replied[19] to Sevillo's letter and referred the request of Sevillo to the company's Management Committee (MANCOM) which agreed to create a special committee to review the Decision of the Committee on Discipline to terminate him.

On June 29, 2009, the Review Committee rendered a Decision which affirmed the Discipline Committee's Decision.

On July 16, 2009, NCCI filed a Petition for the Issuance of Assumption Order before the Office of Secretary

Labor, and on the basis thereof, the Secretary of Labor issued an Order which certified labor disputes to the NLRC for compulsory arbitration.

In a Decision[20] on September 21, 2010, the NLRC pronounced that the NCCI was not guilty of any unfair labor practice act relative to the two notices of strike. However, it declared that the transfer of Sevillo from the position of Radio Officer to Engine Parts Custodian was illegal:

> "WHEREFORE, premises considered, we find that the respondents did not commit unfair labor practice act on the two (2) notices of strike filed by the Union. However, the transfer of Mr. Sevillo from the position of radio officer to that of an Engine Parts Custodian is hereby declared as illegal and that the respondents are ordered to solidarily pay him all the benefits appurtenant to the position of radio officer reckoned from the time of his transfer as Engine parts Custodian.
>
> Further, the termination of Mr. Sevillo is hereby declared as illegal and that respondents are hereby ordered to immediately reinstate Mr. Sevillo to his former position as radio officer without loss of seniority right and benefits, and to pay him backwages reckoned from October 21, 2008 until his actual reinstatement.
>
> Finally, NLRC NCR Case No. 11-15640-08 is hereby dismissed for lack of merit.
>
> SO ORDERED."[21]

On October 15, 2010, Sevilla filed a Motion for Partial Reconsideration.[22] NCCI likewise filed a Motion for Partial Reconsideration on October 18, 2010.[23]

On November 10, 2010, the NLRC issued the second assailed Resolution,[24] which denied both Motions for Partial Reconsideration:

> "WHEREFORE, the Motion for Partial Reconsideration filed by the complainants and the Motion for Partial Reconsideration filed by the respondents are hereby DENIED for lack of merit.
>
> No further motion of this nature shall be entertained.
>
> SO ORDERED."[25]

In the Petition before Us, petitioners anchored the major theory of an unfair labor practice premised on these ascriptions:

> "I
> ...IN CONCLUDING THAT THE COMPANY DID NOT COMMIT UNFAIR LABOR PRACTICE ACT IN NCMB-NCR-NS-10-158-08, THROUGH HARASSMENT, UNION BUSTING, CONSTRUCTIVE DISMISSAL OF GENEROSO JULIETO SEVILLO (TRANSFER FROM THE POSITION OF RADIO OFFICER TO THAT OF ENGINE PARTS CUSTODIAN)
>
> II
> ... IN CONCLUDING THAT THE COMPANY DID NOT COMMIT UNFAIR LABOR PRACTICE ACT IN NCMB-NCR-NS-10-158-08, THROUGH CONTRACTING OUT, NON-PAYMENT OF ONE (1) CUT OFF SALARY, VIOLATION OF THE COLLECTIVE BARGAINING AGREEMENT AND NON-PAYMENT OF DISTORTION PAY."
>
> III
> ... IN CONCLUDING THAT THE COMPANY DID NOT COMMIT UNFAIR LABOR PRACTICE ACT IN NCMB-NCR-NS-11-177-08, WHEN IT TERMINATED THE EMPLOYMENT OF MR. GENEROSO JULIETO D. SEVILLO EFFECTIVE OCTOBER 21, 2008.
>
> IV

... IN CONCLUDING THAT THE COMPANY DID NOT COMMIT UNFAIR LABOR PRACTICE ACT IN NCMB-NCR-NS-11-177-08, WHEN IT CAUSED MR. DONALD DALE CHUA TERMINATION FROM EMPLOYMENT.

V
... IN CONCLUDING THAT THE COMPANY DID NOT COMMIT UNFAIR LABOR PRACTICE ACT NLRC NCR CASE NO. 11-15640-08 WHEN THE COMPANY REFUSED TO DISCUSS IN THE GRIEVANCE MACHINERY THE TERMINATION OF MR. GENEROSO JULIENTO (sic) D. SEVILLO."[26]

From the foregoing antecedents, the primary issue revolved on whether NCCI was guilty of acts constituting unfair labor practice for its refusal to entertain the grievance about the alleged illegal dismissal of Sevillo and Donald Dale Chua, another union member.

We can hardly agree with petitioners' perceptions.

Unfair labor practice, as defined and understood under the Labor Code, reads:

"ART. 247. CONCEPT OF UNFAIR LABOR PRACTICE AND PROCEDURE FOR PROSECUTION THEREOF. – Unfair labor practices violate the constitutional right of workers and employees to self-organization, are inimical to the legitimate interests of both labor and management, including their right to bargain collectively and otherwise deal with each other in an atmosphere of freedom and mutual respect, disrupt industrial peace and hinder the promotion of healthy and stable labor-management relations. x x x x."

"ART. 248. UNFAIR LABOR PRACTICES OF EMPLOYERS. – It shall be unlawful for an employer to commit any of the following unfair labor practices:

(a) To interfere with, restrain or coerce employees in the exercise of their right to self-organization;

(b) To require as a condition of employment that a person or an employee shall not join a labor organization or shall withdraw from one to which he belongs;

(c) To contract out services or functions being performed by union members when such will interfere with, restrain or coerce employees in the exercise of their right to self-organization;

(d) To initiate, dominate, assist or otherwise interfere with the formation or administration of any labor organization, including the giving of financial or other support to it or its organizers or supporters;

(e) To discriminate in regard to wages, hours of work, and other terms and conditions of employment in order to encourage or discourage membership in any labor organization. Nothing in this Code or in any other law shall stop the parties from requiring membership in a recognized collective bargaining agent as a condition for employment, except those employees who are already members of another union at the time of the signing of the collective bargaining agreement.

Employees of an appropriate collective bargaining unit who are not members of the recognized collective bargaining agent may be assessed a reasonable fee equivalent to the dues and other fees paid by members of

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> the recognized collective bargaining agent, if such non-union members accept the benefits under the collective agreement. Provided, That the individual authorization required under Article 242, paragraph (o) of this Code shall not apply to the nonmembers of the recognized collective bargaining agent;
>
> (f) To dismiss, discharge, or otherwise prejudice or discriminate against an employee for having given or being about to give testimony under this Code;
>
> (g) To violate the duty to bargain collectively as prescribed by this Code;
>
> (h) To pay negotiation or attorney's fees to the union or its officers or agents as part of the settlement of any issue in collective bargaining or any other dispute; or
>
> (i) To violate a collective bargaining agreement. The provisions of the preceding paragraph notwithstanding, only the officers and agents of corporations associations or partnerships who have actually participated, authorized or ratified unfair labor practices shall be held criminally liable."

It was petitioners' stance that NCCI was guilty of violating its duty to bargain collectively because it dismissed Sevillo by reason of his union activities. However, a thorough review of the case indicated that Sevillo was terminated from his employment on account of his failure to obey lawful orders of his superiors and not for his union activities.

To reiterate, Sevillo was terminated from employment for failure to comply with lawful orders of his superiors to assume duties as Radio Officer on board St. Peter the Apostle, which was a serious breach that can cause termination from employment.

Unfair labor practice refers to acts that violate the workers' right to organize. The prohibited acts are related to the workers' right to self-organization and to the observance of a CBA. Without that element, the acts, no matter how unfair, are not unfair labor practices. The only exception is Article 248 (f) [now Article 257 (f)].[27] Thus, Sevillo's remedy, if he felt aggrieved with the Decision of the NCCI to terminate him, was not to resort to file ULP Complaint but an illegal dismissal case.

It should likewise be remembered that Sevillo's transfer from Radio Officer to Engine Parts Custodian was made as a result of management prerogative. The company exercised its option to assign Sevillo from vessel-based employee to land-based employee in order to allow him to attend to his union activities as Union President without having to go through the process of embarkation in and disembarkation from vessel.

We find it pertinent to quote the reason beneath the transfer of Sevillo from Radio Officer to Engine Parts Custodian and why the management decided to return him to his former position:

> "During the CBA negotiations in 2006, the issue of whether the Union President should perform corporate duties or not was among the issues submitted to voluntary arbitration. On March 25, 2006, the Voluntary Arbitrator ruled that "the Union President must continue to perform his corporate duties." The ruling became final and executory in 2007. Consequently, Mr. Sevillo was assigned/given corporate duties as Engine Parts Custodian starting on December 17, 2007 based in Manila. He was assigned the land-based position of Engine Parts Custodian, and not to his original radio officer position on board the vessel, primarily to allow Mr. Sevillo to readily attend to his many union duties as Union President without having to frequently go through

> the tedious processes of embarkation in and disembarkation from the vessel. In addition to the basic salary and COLA that he was receiving immediately prior to his designation as Engine Parts Custodian, Mr. Sevillo was given special assignment allowance of P10,000.00 monthly as a subsidy to defray his housing/rent, meal and transportation expenses. The Company's forecast that Mr. Sevillo would be taking frequent leaves of absences proved true. During the seven (7) months period that he was assigned to land-based Engine Parts Custodian Mr. Sevillo was on leave 42.31% of the workdays to attend to his various union duties, including for negotiation of the CBA executed on April 3, 2008. Out of 169 workdays from December 22, 2007 to July 18, 2008, Mr. Sevillo was on leave with pay for 66.5 days as indicated in his work attendance report... Moreover, despite his being on leave from corporate duties for 42.01% of workdays during the 7 months period, the Company did not make corresponding deduction from his monthly P10,000.00 special assignment allowance.
>
> Despite all the foregoing, Mr. Sevillo still complained of his assignment to land-based position of Engine Parts Custodian as allegedly constituting harassment, union-busting, CBA violation and constructive dismissal. On July 2, 2008, during mediation conference preventive mediation case that he filed in June 2008, docketed NCMB-NCR-PM-06-116-8, Mr. Sevillo "suggested that he be returned to his former ship and position in view of the arrival of a new ship" as borne by the Minutes of the 02 July 2008 mediation conference...
>
> On August 14, 2008, during another conciliation conference, the company informed Mr. Sevillo that "Management have finally decided to assign complainant to his former position as Radio Officer effective September 2008, but as to the details of the assumption, the Management will prepare the necessary papers."...
>
> On September 6, 2008, the Company, through its officers Engr. Angelito M. Salvio and Atty. Adriano I. Gaddi, served upon Sevillo the Memorandum from the Human Resource & Organizational Development Division dated 05 September 2008, the Notice of Personnel Action and Embarkation Advice requiring Mr. Sevillo to assume his duties and responsibilities as radio officer of M/S St. Peter the Apostle with embarkation date effective September 8, 2008. Mr. Sevillo willfully refused to be served with his assignment papers.
>
> On September 12, 2008, the Company, through its officer Capt. Alvin G. Aguillon, again served upon Sevillo his assignment papers consisting of the Notice of Personnel Action, and the Memorandum from the Human Resource & Organizational Development Division and Embarkation Advice, requiring Mr. Sevillo to assume his duties and responsibilities as radio officer of M/S St. Peter the Apostle this time with embarkation date effective September 15, 2008. xxx Mr. Sevillo again willfully refused to be served with his assignment papers"[28]

It must be echoed that employers are accorded rights and privileges to assure their self-determination and independence and reasonable return of capital. This mass of privileges comprises the so-called management prerogatives. In this connection, the rule is that good faith is always presumed. As long as the company's exercise of options is in good faith to advance its interest and not for the purpose of defeating or circumventing the rights of employees under the law or a valid agreement, such exercise will be upheld.[29] As the Supreme Court once said:

> "The Court has always respected a company's exercise of its prerogative to devise means to improve its operations. Thus, we have held that management is free to regulate, according to its own discretion and judgment, all aspects of employment, including hiring, work assignments, supervision and transfer of employees, working methods, time, place and manner of work."[30]

Ergo, the law on unfair labor practices was not intended to deprive employers of their fundamental right to prescribe and enforce such rules as they honestly believe to be necessary to the proper, productive and profitable operation of their business.[31]

Additionally, for a charge of unfair labor practice to prosper, it must be shown that the employer was motivated by ill-will, bad faith or fraud, or was oppressive to labor. The employer must have acted in a manner contrary to

morals, good customs, or public policy causing social humiliation, wounded feelings or grave anxiety. While the law makes it an obligation for the employer and the employees to bargain collectively with each other, such compulsion does not include the commitment to precipitately accept or agree to the proposals of the other. All it contemplates is that both parties should approach the negotiation with an open mind and make reasonable effort to reach a common ground of agreement.[32]

Basic is the principle that good faith is presumed and he who alleges bad faith has the duty to prove the same.[33] Therefore, by imputing bad faith on NCCI's actions, it was the INELU-FFW who had the burden of proof to present substantial evidence to support the allegation of an unfair labor practice.

Yet, petitioners failed to substantiate the finding of an unfair labor practice. It was not enough that the union believed that the NCCI committed acts of unfair labor practice when the circumstances clearly negated even a prima facie showing to warrant such a belief. In fact, despite the conflict between NCCI and Sevillo, NCCI entered into a CBA with the Union on April 3, 2008. Moreover, during the seven months that Sevillo was assigned as a land-based employee, he was on leave for 42.31% of the workdays to attend to various union duties, including CBA negotiations. Out of 169 workdays from December 22, 2007 to July 18, 2008, Sevillo was on leave with pay 66.5 days as indicated on his work attendance report. Despite being on leave from corporate duties for 42.01% of workdays during the 7-month period, NCCI did not make the corresponding deduction from his monthly P10,000.00 special assignment allowance.[34]

Even assuming arguendo that Sevillo's transfer from vessel-based to land-based was not lawful, NCCI had already rectified its mistake and appointed Sevillo to his desired position as Radio Officer as early as September 6, 2008, but Sevillo refused to accept his Vessel Embarkation Advice.

With respect to the issue of contracting out, We agree with private respondent that it is only prohibited when not done in good faith, not justified by the exigencies of the business and when it resulted to termination of regular employees or reduction of the bargaining unit. In the present case, NCCI was under corporate rehabilitation.[35] Hence, to support the rehabilitation, cost-saving measures and outsourcing were recommended and approved by the Rehabilitation Court for implementation.[36]

Viewed in the light of the foregoing disquisition and factual milieu, no grave abuse of discretion can be ascribed upon the NLRC since NCCI did not commit any unfair labor practice.

WHEREFORE, premises considered, the Petition for Certiorari is hereby DISMISSED for lack of merit.

SO ORDERED.

Reyes, Jr., J. C., Chairperson, and Acosta, F. P., JJ., concur.

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[*] Per Office Order No. 15-15-ABR dated January 20, 2015, effective February 2, 2015.

[1] January 24, 2011, Rollo, pp. 3-41.

[2] Resolution dated September 21, 2010, Rollo, pp. 42-74.

[3] Resolution dated November 10, 2010, Rollo, pp. 75-77.

[4] Letter dated September 22, 1990, Rollo, page 292.

[5] Memorandum dated December 3, 2007, Rollo, page 182.

[6] Letter dated August 28, 2008, Rollo, page 188.

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[7] Letter dated September 12, 2008, Rollo, page 282.

[8] Notice to Explain dated September 25, 2008, Rollo, page 285.

[9] Vessel Personnel Embarkation Advice dated August 30, 2008, Rollo, page 189.

[10] Memorandum dated October 4, 2008, Rollo, page 193.

[11] Letter dated October 6, 2008, Rollo, pp. 194-195.

[12] Minutes of Investigation/Hearing dated October 14, 2008, Hearing, Rollo, pp. 196-205.

[13] Decision dated October 20, 2008, Rollo, pp. 207-213.

[14] See Decision dated October 20, 2008, page 6 Rollo, page 212.

[15] Letter dated October 24, 2008, Rollo, page 214.

[16] Letter dated October 29, 2008, Rollo, page 215.

[17] Letter dated October 31 2008, Rollo, page 216.

[18] Letter dated January 22, 2009, Rollo, page 309.

[19] Letter dated January 27, 2009, Rollo, page 310.

[20] Decision dated September 21, 2010, Rollo, pp. 42-74.

[21] See Page 32 of the Decision, Rollo, page 73.

[22] Motion for Partial Reconsideration, dated October 15, 2010, Rollo, pp. 78-103.

[23] Motion for Partial Reconsideration, dated October 12, 2010, Rollo, pp. 104-124.

[24] Resolution dated November 10, 2010, Rollo, pp. 75-77.

[25] See pages 2-3 of the Resolution dated November 10, 2010, Rollo, pp. 76-77.

[26] See pages 9-10 of the Petition for Certiorari, Rollo, pp. 12-13.

[27] Pepsi-Cola Products Philippines, Inc. vs. Anacleto Molon, G.R. No. 175002, February 18, 2013 citing Philcom Employees Union v. Philippine Global Communications, G.R. No. 144315, July 17, 2006 citing Great Pacific Life Employees Union v. Great Pacific Life Assurance Corporation, G.R. No. 126717, 11 February 1999, 303 SCRA 113.

[28] See page 5-7 Position Paper, Rollo, pp. 230-232.

[29] Capitol Medical Center, Inc. vs. Meris, G.R. No. 155098, 16 September 2005, 470 SCRA 125, 136.

[30] Bankard, Inc. vs. NLRC, G.R. No. 171664, March 06, 2013.

[31] Unicorn Safety Glass, Inc. vs. Basarte, G.R. No. 154689, 25 November 2004, 444 SCRA 287.

[32] Union of Filipro Employer-Drug, Food and Allied Industries Unions-Kilusang Mayo Uno vs. Nestle Philippines, Incorporated, G.R. Nos. 158930-31, 3 March 2008, 547 SCRA 323.

[33] Union of Filipro Employees-Drug, Food And Allied Industries Unions-Kilusang Mayo Uno (UFE-DFA-KMU) v. Nestlé Philippines, Incorporated, G.R. No. 158930-31, August 22, 2006, 499 SCRA 521.

[34] See page 6 Position Paper, Rollo, pp. 231.

[35] See page 10 of the Position Paper for the Company, Rollo, page 235.

[36] See page 11 of the Position Paper of the Company, Rollo, page 236.

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