

UNIONBANK EMPLOYEES ASSOCIATION (UBEA) AND UNION BANK OF THE PHILIPPINES, PETITIONERS, VS. ANTHONY ESCAREZ, JONATHAN VERDEJO, JONATHAN SALE AND JOSE EDREN NAVAL, RESPONDENTS.

Ponente: ANTONIO-VALENZUELA, J.

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ANTONIO-VALENZUELA, J.:

This is the Petition for Review with Prayer for Issuance of Temporary Restraining Order and/or Preliminary Injunction[1] filed by Union Bank Employees Association (“petitioner union”), assailing the Decision dated 28 February 2013 (“assailed Decision”)[2] issued by Voluntary Arbitrator Francis V. Sobrevinas (“VA Sobrevinas”).

THE FACTS

Jonathan Verdejo (“respondent Verdejo”) and Anthony Escarez (“respondent Escarez”) filed the Complaint[3] (“rice subsidy complaint”) before the National Conciliation and Mediation Board against Union Bank of the Philippines (“petitioner bank”), petitioner union, petitioner bank’s president Victor Valdepenas, and petitioner union’s president Trinidad Ilacad (“Ilacad”) for non-payment of rice subsidy allowance.

The NCMB held conciliation conferences.

Petitioner union’s president Ilacad filed the Motion to Dismiss,[4] and alleged: prior to the filing of the rice subsidy complaint, respondent Verdejo and respondent Escarez filed the Complaint for Arbitrary Expulsion[5] (“illegal expulsion complaint”) against petitioner union before the Department of Labor and Employment – National Capital Region (“DOLE-NCR”), and prayed for respondent Verdejo and respondent Escarez’s reinstatement in petitioner union’s roll of members and the release of their benefits under the Collective Bargaining Agreement (“CBA”); the reliefs and issues raised in the rice subsidy complaint and illegal expulsion complaint were similar, thus respondent Verdejo and respondent Escarez were guilty of forum-shopping, and the rice subsidy complaint must be dismissed.

Respondent Verdejo filed the Opposition to Motion to Dismiss,[6] and alleged: respondent Verdejo and respondent Escarez were not guilty of forum-shopping, because the reliefs and issues raised in the rice subsidy complaint and illegal expulsion complaint were different (i.e.: the rice subsidy complaint questioned the legality of petitioner union’s withholding of respondents’ rice subsidy allowance, and prayed for its release; the illegal expulsion complaint questioned the validity of respondents’ expulsion from petitioner union, and prayed for respondents’ reinstatement in petitioner union’s roll of members and the reinstatement of respondents’ benefits under the CBA).

The NCMB referred the case to VA Sobrevinas for resolution. VA Sobrevinas conducted several hearings, and the parties agreed on the following arbitrable issues for resolution:

1. Whether or not UBEA and/or UnionBank are guilty of unfair labor practice?

2. Whether or not UnionBank is obliged by law to immediately terminate the employment of the complainants based solely on the Union's demand for their dismissal?

3. Whether or not complainants are entitled to the rice subsidy during the pendency of and until the dispute involving their membership status in the union and concomitantly, their employment status in the Bank, is resolved with finality by the appropriate court, tribunal or body?

4. Whether or not complainants are entitled to actual damages, moral damages, attorney's fees, and other damages that the Honorable Voluntary Arbitrator may deem proper for the complainants against respondent union?

5. Whether or not the union strictly complied with the requirements set by the Labor Code for a valid special assessment like fees for renewal of membership, attorney's fees and other dues?

6. Whether or not the renewal of membership pursued during the ratification of the 2010-2015 CBA is a ground for loss of membership in the union as contemplated in Art. II, Secs. 1 and 2 of the said CBA?

7. Whether or not the complaint is premature considering that there is a pending grievance on the issue of request for the implementation of CBA provision on maintenance of membership?

8. Whether or not the complainants are guilty of forum shopping?

9. Whether or not the Voluntary Arbitrator could still decide on legality of alleged dismissal of complainants from the union and award rice benefits to complainants considering the decision of the Med-Arbitrator in "Jonathan Verdejo, et. al. vs. Trinidad Llacad, Case No. NCR-P-EXP-01-7-4-11, dated December 6, 2001," which is pending appeal to the BLR?[7]

VA Sobrevinas required the parties to file simultaneous position papers.

Respondents filed the Position Paper,[8] and alleged: respondents were rank and file employees of petitioner bank and members of petitioner union; the old CBA between petitioner bank and petitioner union expired, thus petitioner bank and petitioner union negotiated and entered into a new CBA; petitioner union held a General Membership Meeting, distributed copies of the Membership Application Form and Check-off Authorization,[9] and asked its members who were present in the meeting, to sign the distributed document; petitioner union sent copies of the Membership Application Form and Check-off Authorization to members who were absent at the meeting, and asked the absent members to sign the document; Edwin Rentillo ("Rentillo"), petitioner union's officer, gave respondent Verdejo a copy of the Membership Application Form and Check-off Authorization, and asked respondent Verdejo to sign the document so that respondent Verdejo could enjoy the benefits under the CBA and receive the P10,000.00 signing bonus; respondents did not sign the Membership Application Form and Check-off Authorization, and explained to Rentillo that there was no necessity to sign the document because respondents were not renouncing their membership in petitioner union, and membership in the union did not

expire by reason of the newly negotiated CBA, and the payment for attorney's fees must be charged to petitioner union's funds; Rentillo told respondent Verdejo that all members must sign the Membership Application Form and Check-off Authorization because membership in petitioner union was coterminous with the expiration of the CBA, and that since respondent Verdejo refused to sign, he must raise his concerns to petitioner union's president Ilacad, and that those members who refused to sign the document would not enjoy the benefits under the CBA and would no longer be considered members of petitioner union; respondent Verdejo did not receive his rice subsidy allowance for the month of September 2010, and when respondent Verdejo asked Rentillo about it, Rentillo told respondent Verdejo to ask petitioner union's president Ilacad; Ilacad told respondent Verdejo that his rice stub was not released because he did not sign the Membership Application Form and Check-off Authorization, and that if respondent Verdejo continued to refuse to sign the document, Ilacad would seek for respondent Verdejo's dismissal from petitioner bank; respondent Verdejo filed the Letter[10] with petitioner bank's Human Resources Department ("HRD") complaining Ilacad's unlawful withholding of his rice stub and thereafter, petitioner union released respondent Verdejo's rice stub; respondent Verdejo received the letter dated 29 September 2010[11] from petitioner union's president Ilacad notifying him of a clarificatory hearing; during the hearing, Ilacad and the other officers of petitioner union explained to respondent Verdejo the necessity of signing the Membership Application Form and Check-off Authorization, and reiterated that membership in petitioner union was coterminous with the negotiated CBA, thus respondent Verdejo must sign the document to continue his membership in petitioner union and to enjoy the CBA benefits, and warned respondent Verdejo of his possible termination from petitioner bank if he did not sign the document; respondent Verdejo's rice stub was withheld again in January 2011, and upon inquiry with the HRD, the HRD told respondent Verdejo that he would no longer receive his rice stub because petitioner union had expelled him from membership; respondent Verdejo and respondent Escarez filed the illegal expulsion complaint against petitioner union before the DOLE-NCR, however the DOLE-NCR informed respondents that its jurisdiction did not cover interpretation of the CBA, and that the claim for rice subsidy allowance must be filed with the NCMB; thus respondents filed the rice subsidy complaint; respondents were entitled to the rice subsidy allowance as they were employees of petitioner bank, and the CBA's intention was clear that all rank and file employees of petitioner bank will receive a monthly rice subsidy allowance without any qualification; Ramon Misa (one of the employees who did not sign the Membership Application Form and Check-off Authorization) continued to receive his rice subsidy allowance, petitioner union singled out respondents in withholding the rice subsidy allowance; petitioner union arbitrarily used the CBA's Union Security Clause for respondents' expulsion from petitioner union and in unlawfully withholding respondents' rice subsidy allowance (i.e.: the CBA did not state that membership in petitioner union was coterminous with the CBA's life, thus respondents' membership did not expire, and they did not have to renew their membership by signing the Membership Application Form and Check-off Authorization); respondents were not guilty of forum-shopping in filing the rice subsidy complaint, because the issues raised and reliefs prayed therein were different from issues and reliefs prayed for in the illegal expulsion complaint (i.e.: the rice subsidy complaint questioned the legality of petitioner union's withholding of respondents' rice subsidy allowance, and prayed for its release; the illegal expulsion complaint questioned the validity of respondents' expulsion from petitioner union, and prayed for respondents' reinstatement in petitioner union's roll of members and the reinstatement of respondents' benefits under the CBA).

Petitioner union filed the Position Paper for Respondent UBEA,[12] and alleged: petitioner union sent the Notice of General Membership Meeting[13] notifying its members of petitioner union's general meeting, and informing the members of the agenda to be discussed (i.e.: CBA Negotiation Results; Renewal of Membership Forms; By-Laws and CBA Ratification); petitioner union's president Ilacad presided over the meeting, and explained that there was a need to renew membership every five years, and those members who will refuse to renew their membership but continues to enjoy CBA benefits shall be recommended for dismissal from petitioner bank;

Ilacad discussed the need to increase petitioner union's capitalization, and the membership approved to increase the existing union dues by P20.00; petitioner union's board members issued the Executive Board Resolution on the Approval and Ratification of the Constitution and By-Laws and Increase of Union Dues[14] and the Executive Board Resolution on the Approval and Ratification of the June 01, 2010 – May 31, 2015 Collective Bargaining Agreement,[15] as approved by the general membership; petitioner union's president Ilacad furnished respondents with the Membership Application Form and Check-off Authorization, and asked respondents to sign the document otherwise respondents will be excluded from petitioner union, as specified in the letter dated 20 September 2010;[16] despite petitioner union's repeated warnings, respondents continued to refuse to sign the Membership Application Form and Check-off Authorization, thus petitioner union filed the grievance letter,[17] and asked for respondents' dismissal from petitioner bank pursuant to the CBA's Union Shop provision; during the pendency of the grievance, respondents filed the illegal expulsion complaint before the DOLE-NCR, and thereafter the rice subsidy complaint before the NCMB; petitioner union was not guilty of unfair labor practice in excluding respondents from petitioner union, because respondents failed to maintain their membership in good standing as they refused to submit their membership form, and pay the required union dues in violation of petitioner union's constitution and by-laws; respondents violated the rule on exhaustion of administrative remedies when they filed the illegal expulsion complaint during the pendency of the grievance against them; respondents were guilty of forum-shopping because there was identity of parties and issues between the rice subsidy complaint, and the illegal expulsion complaint (i.e.: the illegal expulsion complaint involved the validity of the expulsion of respondents, validity of the special assessments, and the application of the CBA, while the rice subsidy complaint involved the legality of respondents' expulsion from petitioner union, and the consequent loss of their CBA benefits), and the reliefs prayed for in both complaints were similar (i.e.: the illegal expulsion complaint prayed for respondents' reinstatement in petitioner union's roll of members and the reinstatement of respondents' benefits under the CBA, while the rice subsidy complaint prayed for the release of respondents' rice subsidy allowance, which stems from the expulsion of respondents from petitioner union); Jonathan Sale (“respondent Sale”) and Edren Naval (“respondent Naval”) must be dropped from the case as they were not included as complainants in the rice subsidy complaint.

VA Sobrevinas issued the assailed Decision.[18] Its dispositive portion read:

WHEREFORE, the following judgment is hereby made:

1. The complaint for unfair labor practice is dismissed;
2. Union Bank is not obliged by law to immediately terminate the employment of the complainants based solely on UBEA's demand for their dismissal;
3. UBEA is ordered to immediately release the rice ration of complainants Verdejo, Sale and Naval corresponding to the period January 2011 up to present. Complainant Escarez is entitled to rice ration from January 2011 up to August 2012;
4. UBEA is ordered to pay the complainants 10% attorney's fees;
5. UBEA failed to strictly comply with the requirements prescribed by the Labor Code for a valid special assessment like renewal of membership fees, attorney's fees and other dues;

6. The non-renewal of membership by complainants for the reasons they have given is not a valid ground for loss of membership in UBEA under Article II, Sections 1 and 2 of the 2010-2015 CBA;

7. The filing of this case is not at all premature;

8. The complaint for forum-shopping is dismissed; and

9. This Office has the authority to look into the legality of complainants' alleged dismissal and to render an award on the demand for the monthly rice subsidy. This is so because parties themselves incontrovertibly agreed to have these matters resolved by the Arbitrator. It is settled that when the parties have validly agreed on a procedure for resolving grievances and to submit a dispute to voluntary arbitration, then that procedure should be strictly observed.

SO ORDERED.[19]

Thus, this Petition for Review with Prayer for Issuance of Temporary Restraining Order and/or Preliminary Injunction,[20] petitioner UBEA raising the following assignment of errors:

THE HONORABLE VOLUNTARY ARBITRATOR SERIOUSLY ERRED IN CONSIDERING RESPONDENTS JONATHAN SALE AND EDREN NAVAL AS COMPLAINANTS IN THE CASE SINCE THEY ARE NOT COMPLAINANTS IN THE ORIGINAL COMPLAINT FILED.

THE HONORABLE VOLUNTARY ARBITRATOR ERRED IN ORDERING THE PETITIONER TO PAY RESPONDENTS ATTORNEY'S FEES SINCE THEY ARE NOT REPRESENTED BY COUNSEL.

THE HONORABLE VOLUNTARY ARBITRATOR ERRED IN FINDING THAT PETITIONER UBEA FAILED TO STRICTLY COMPLY WITH THE REQUIREMENTS PRESCRIBED BY THE LABOR CODE FOR A VALID ASSESSMENTS SINCE THEY ARE NOT RELIEFS PRAYED FOR IN THE COMPLAINT ORIGINALLY FILED.

THE VOLUNTARY ARBITRATOR ERRED IN FINDING THAT THE NON-RENEWAL OF MEMBERSHIP OF THE COMPLAINANTS IS NOT A VALID GROUND FOR LOSS OF MEMBERSHIP UNDER THE COLLECTIVE BARGAINING AGREEMENT (CBA).

THE VOLUNTARY ARBITRATOR ERRED IN NOT DISMISSING THE CASE FOR VIOLATION OF THE RULE ON NON-FORUM SHOPPING.

THE VOLUNTARY ARBITRATOR ERRED IN ASSUMING JURISDICTION OVER THE ALLEGED ILLEGAL DISMISSAL OF THE COMPLAINANTS EVEN IF THE ISSUE IS AN INTRA UNION CONTROVERSY AND SUBJECT OF ANOTHER CASE FILED BY THE SAME COMPLAINANTS WITH THE DEPARTMENT OF LABOR AND EMPLOYMENT (DOLE), NATIONAL CAPITAL REGION.

THE VOLUNTARY ARBITRATOR ERRED IN NOT FINDING THAT THE FILING OF THE CASE IS PREMATURE.[21]

The issues are: (1) whether respondents violated the rule on non-forum shopping in filing the rice subsidy complaint; (2) whether the voluntary arbitrator erred in ordering the union to release rice rations to respondent Sale and respondent Naval when Sale and Naval were not complainants in the rice subsidy complaint; (3) whether

the voluntary arbitrator had the power to rule on the validity of respondents' expulsion from petitioner union's membership; (4) whether respondents were entitled to their rice subsidy allowance; (5) whether respondents were entitled to attorney's fees.

PETITION FOR REVIEW WITH PRAYER FOR ISSUANCE OF
TEMPORARY RESTRAINING ORDER AND/OR
PRELIMINARY INJUNCTION[22]

Anent the first issue, petitioner union answers in the affirmative. Respondents violated the rule on non-forum shopping in filing the rice subsidy complaint.

The Petition for Review thrusts: the respondents were guilty of forum shopping because: there was identity of parties (i.e.: both complaints involved petitioner union and respondents); there was similarity of issues (i.e.: the illegal expulsion complaint involved the validity of the expulsion of respondents, validity of the special assessments, and the application of the CBA, while the rice subsidy complaint involved the legality of respondents' expulsion from petitioner union, and the consequent loss of their CBA benefits; there was similarity in the reliefs prayed for (i.e.: the illegal expulsion complaint prayed for respondents' reinstatement in petitioner union's roll of members and the reinstatement of respondents' benefits under the CBA, while the rice subsidy complaint prayed for the release of respondents' rice subsidy allowance, which stems from the expulsion of respondents from petitioner union)

With respect to the second issue, petitioner union answers in the affirmative. The voluntary arbitrator erred when it ordered petitioner union to release rice rations to respondent Sale and respondent Naval, because Sale and Naval were not complainants in the rice subsidy complaint.

The Petition for Review thrusts: respondent Sale and respondent Naval must be dropped from the case because they were not complainants in the rice subsidy complaint, and respondent Sale and respondent Naval did not even file any motion to include them as complainants in the rice subsidy complaint.

With regard to the third issue, petitioner union answers in the negative. The voluntary arbitrator had no power to rule on the validity of respondents' expulsion from petitioner union's membership.

The Petition for Review thrusts: the issue of respondents' expulsion from petitioner union due to respondents' refusal to submit the Membership Application Form and Check-off Authorization, and refusal to pay union dues, which led to the withdrawal of respondents' right to receive rice subsidy allowance, were intra-union disputes, over which the voluntary arbitrator was without jurisdiction to decide.

As regards the fourth issue, petitioner union answers in the negative. Respondents were not entitled to their rice subsidy allowance.

The Petition for Review thrusts: respondents failed to maintain their membership in good standing as they refused to submit their membership form, and to pay the required union dues in violation of the CBA, and petitioner union's constitution and by-laws, thus they were not entitled to the CBA benefits.

With respect to the fifth issue, petitioner union answers in the negative. Respondents were not entitled to attorney's fees.

The Petition for Review thrusts: respondents never engaged the services of a lawyer to represent them in this case, thus the award of attorney's fees was without basis.

COMMENT[23]

Anent the first issue, respondents answer in the negative. Respondents did not violate the rule on non-forum

shopping in filing the rice subsidy complaint.

Respondents' Comment parries: respondents were not guilty of forum-shopping in filing the rice subsidy complaint, because the issues raised and reliefs prayed in the rice subsidy complaint were different from those issues raised in the illegal expulsion complaint (i.e.: the rice subsidy complaint questioned the legality of petitioner union's withholding of respondents' rice subsidy allowance, and prayed for its release, while the illegal expulsion complaint questioned the validity of respondents' expulsion from petitioner union, and prayed for respondents' reinstatement in petitioner union's roll of members and the reinstatement of respondents' benefits under the CBA).

With respect to the second issue, respondents answer in the negative. The voluntary arbitrator did not err when it ordered petitioner union to release rice rations to respondent Sale and respondent Naval, even if they were not complainants in the rice subsidy complaint.

Respondents' Comment parries: respondent Sale and respondent Naval should not be excluded from the case just because they were not named complainants in the rice subsidy complaint, as they actively participated in the hearings of the case, and they positively showed interest in pursuing the case; respondent Sale and respondent Naval were similarly situated with respondent Verdejo and respondent Escarez, thus the technical rules must be relaxed in the interest of justice.

With regard to the third issue, respondents answer in the affirmative. The voluntary arbitrator had the power to rule on the validity of respondents' expulsion from petitioner union's membership.

Respondents' Comment parries: the validity of respondents' expulsion from petitioner union's membership was one of the arbitrable issues that parties agreed on. Thus the voluntary arbitrator validly ruled on said issue.

As regards the fourth issue, respondents answer in the affirmative. Respondents were entitled to their rice subsidy allowance. Respondents' Comment parries: respondents were entitled to the rice subsidy allowance, because they were employees of petitioner bank, and the CBA's intention was clear that all rank and file employees of petitioner bank will receive a monthly rice subsidy allowance without any qualification; petitioner union arbitrarily used the CBA's Union Security Clause for respondents' expulsion from petitioner union and in unlawfully withholding respondents' rice subsidy allowance (i.e.: the CBA did not state that membership in petitioner union was coterminous with the CBA's life, thus respondents' membership did not expire and they did not have to renew their membership by signing the Membership Application Form and Check-off Authorization, thus respondents continued to be members in good standing and were entitled to all CBA benefits).

With respect to the fifth issue, respondents answer in the affirmative. Respondents were entitled to attorney's fees.

Respondents' Comment parries: respondents were entitled to attorney's fees because they were forced to litigate due to petitioner union's unlawful withholding of respondents' rice subsidy allowance.

THE COURT'S RULING

Anent the first issue, we rule in the negative. Respondents did not violate the rule on non-forum shopping in filing the rice subsidy complaint.

To determine whether a party violated the rule against forum-shopping, the most important question to ask is whether the elements of *litis pendentia* are present or whether a final judgment in one case will result to *res judicata* in another. Otherwise stated, to determine forum-shopping, the test is whether in the two or more cases pending, there is: (a) identity of parties, (b) identity of rights or causes of action, and (c) identity of reliefs sought.[24]

In this case, not all of the elements of forum-shopping were present.

The first element was present. It was undisputed that the rice subsidy complaint and the illegal expulsion complaint involved the same parties, both cases having been litigated between petitioner union and respondents.

The second element was absent. There was no identity of issues. The rice subsidy complaint questioned the legality of petitioner union's withholding of respondents' rice subsidy allowance, while the illegal expulsion complaint questioned the validity of respondents' expulsion from petitioner union.

The third element was absent. There was no identity of reliefs sought. The rice subsidy complaint prayed for the release of respondents' rice subsidy allowance, while the illegal expulsion complaint prayed for respondents' reinstatement in petitioner union's roll of members and the reinstatement of respondents' benefits under the CBA.

Absent the elements of forum-shopping, respondents were not guilty of violating the rule on non-forum shopping.

With respect to the second issue, we rule in the affirmative. The voluntary arbitrator erred when it ordered petitioner union to release rice rations to respondent Sale and respondent Naval.

It is a basic rule that jurisdiction over the plaintiff is acquired by his filing of the complaint.[25] The NCMB had no jurisdiction over the persons of respondent Sale and respondent Naval, because they were not complainants in the rice subsidy complaint. Thus the voluntary arbitrator also did not have jurisdiction over the persons of respondent Sale and respondent Naval. Clearly, the assailed Decision was erroneous insofar as it ordered the petitioner union to release rice rations to respondent Sale and respondent Naval.

With regard to the third issue, we answer in the affirmative. The voluntary arbitrator had the power to rule on the validity of respondents' expulsion from petitioner union's membership.

As a rule, an arbitrator is expected to decide only those questions agreed upon by the parties. However, the arbitrator can assume that he has the necessary power to make a final settlement since arbitration is the final resort for adjudication of disputes.[26]

In this case, the validity of respondents' expulsion from petitioner union's membership was one of the arbitrable issues agreed upon by the parties. Thus the voluntary arbitrator could validly rule on this issue.

As regards the fourth issue, we answer in the affirmative. Respondents were entitled to their rice subsidy allowance.

Applicable is Article X, Section 1 of the CBA, which reads:

Section 1. Rice Ration. Employees within the bargaining unit shall be granted one (1) cavan of rice each month. The BANK agrees to purchase the rice each month. The BANK agrees to purchase the rice directly from the supplier(s) while the ASSOCIATION agrees to take care of the distribution/delivery of the same to its members. Bankwide benchmark price shall be set at the Head Office.

As stated in the mandatory terms of Article X, Section 1 of the CBA above-quoted, all employees within the bargaining unit shall receive a monthly ration of one cavan of rice, without qualification. Thus respondents were entitled to the rice ration benefit.

Petitioner union however argues that petitioner union legally withheld respondents' rice ration benefit, because respondents failed to maintain good standing membership in petitioner union.

We do not agree.

There is no provision in the CBA that allows the petitioner union to withhold the rice ration benefit. Particularly,

under Article II, Section 2 of the CBA,[27] the consequence of loss of membership is dismissal from employment. With respect to the fifth issue, we answer in the affirmative. Respondents were entitled to attorney's fees.

The award of attorney's fees was justified, in accordance with Article 2208(2) of the New Civil Code of the Philippines,[28] and considering that petitioner union unlawfully withheld respondents' rice ration benefit and refused to release the rice ration benefit despite respondents' demand, which refusal constrained respondents to litigate.

We MODIFY the Decision dated 28 February 2013, and delete the portion of the Decision which ordered the petitioner union to release rice rations of respondents Jonathan Sale and Jose Edren Naval.

IT IS SO ORDERED.

Lampas Peralta, F., Chairperson and Cruz, S.C., JJ., concur.

[1] C.A. Rollo, p. 9.

[2] Annex "A" of the Petition for Review, C.A. Rollo, p. 43.

[3] Annex "D" of the Petition for Review, C.A. Rollo, p. 76.

[4] Annex "F" of the Petition for Review, C.A. Rollo, p. 86.

[5] Annex "C" of the Petition for Review, C.A. Rollo, p. 75.

[6] Annex "G" of the Position Paper attached to the Petition for Review, C.A. Rollo, p. 211.

[7] Supra, note 2 at p. 49.

[8] Annex "S-1" of the Petition for Review, C.A. Rollo, p. 159.

[9] Annex "A" of the Position Paper attached to the Petition for Review, C.A. Rollo, p. 187.

[10] Annex "B" of the Position Paper attached to the Petition for Review, C.A. Rollo, p. 191.

[11] Annex "C" of the Position Paper attached to the Petition for Review, C.A. Rollo, p. 193.

[12] Annex "S" of the Petition for Review, C.A. Rollo, p. 131.

[13] Annex "J" of the Petition for Review, C.A. Rollo, p. 111.

[14] Annex "L" of the Petition for Review, C.A. Rollo, p. 115.

[15] Annex "M" of the Petition for Review, C.A. Rollo, p. 116.

[16] Annex "O" of the Petition for Review, C.A. Rollo, p. 118.

[17] Annex "P" of the Petition for Review, C.A. Rollo, p. 119.

[18] Supra, note 2.

[19] Id., at p. 66.

[20] Supra, note 1.

[21] Id., at p. 24.

[22] Supra, note 1.

[23] C.A. Rollo, p. 276.

[24] Huibonhoa v. Concepcion, G.R. No. 153785, 3 August 2006.

[25] Davao Light & Power Co., Inc. v. Court of Appeals, G.R. No. 93262, 29 December 1991.

[26] Ludo & Luym Corporation v. Sordido, G.R. No. 140960, 20 January 2003.

[27] Article II. UNION SECURITY

Section 2. Loss of Membership. Except when the resignation from the ASSOCIATION occurs during the freedom period, any employee/member of the ASSOCIATION who fails to maintain his/her membership in the ASSOCIATION in accordance with the latter's Constitution and By-laws shall, upon written demand to the BANK by the ASSOCIATION's Constitution and By-laws, be dismissed from employment; provided, however, that the BANK assumes no obligation to discharge any employee/member if the same terms and conditions applicable to other ASSOCIATION members were denied to the employee/member whose dismissal is sought or if membership in good standing was denied or terminated for reasons other than the following: xxx.

[28] Article 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

xxx

(2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;

xxx.

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