

EMPLOYEES UNION OF BAYER PHILS., FFW AND JUANITO S. FACUNDO, IN HIS CAPACITY AS PRESIDENT, PETITIONERS, VS. BAYER PHILIPPINES, INC., DIETER J. LONISHEN (PRESIDENT), ASUNCION AMI...

G.R. No. 162943. December 06, 2010

Ponente: VILLARAMA, JR., J.

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VILLARAMA, JR., J.:

This petition for review on certiorari assails the Decision[1] dated December 15, 2003 and Resolution[2] dated March 23, 2004 of the Court of Appeals (CA) in CA-G.R. SP No. 73813.

Petitioner Employees Union of Bayer Philippines[3] (EUBP) is the exclusive bargaining agent of all rank-and-file employees of Bayer Philippines (Bayer), and is an affiliate of the Federation of Free Workers (FFW). In 1997, EUBP, headed by its president Juanito S. Facundo (Facundo), negotiated with Bayer for the signing of a collective bargaining agreement (CBA). During the negotiations, EUBP rejected Bayer's 9.9% wage-increase proposal resulting in a bargaining deadlock. Subsequently, EUBP staged a strike, prompting the Secretary of the Department of Labor and Employment (DOLE) to assume jurisdiction over the dispute.

In November 1997, pending the resolution of the dispute, respondent Avelina Remigio (Remigio) and 27 other union members, without any authority from their union leaders, accepted Bayer's wage-increase proposal. EUBP's grievance committee questioned Remigio's action and reprimanded Remigio and her allies. On January 7, 1998, the DOLE Secretary issued an arbitral award ordering EUBP and Bayer to execute a CBA retroactive to January 1, 1997 and to be made effective until December 31, 2001. The said CBA[4] was registered on July 8, 1998 with the Industrial Relations Division of the DOLE-National Capital Region (NCR).[5]

Meanwhile, the rift between Facundo's leadership and Remigio's group broadened. On August 3, 1998, barely six months from the signing of the new CBA, during a company-sponsored seminar,[6] Remigio solicited signatures from union members in support of a resolution containing the decision of the signatories to: (1) disaffiliate from FFW, (2) rename the union as Reformed Employees Union of Bayer Philippines (REUBP), (3) adopt a new constitution and by-laws for the union, (4) abolish all existing officer positions in the union and elect a new set of interim officers, and (5) authorize REUBP to administer the CBA between EUBP and Bayer.[7] The said resolution was signed by 147 of the 257 local union members. A subsequent resolution was also issued affirming the first resolution.[8]

A tug-of-war then ensued between the two rival groups, with both seeking recognition from Bayer and demanding remittance of the union dues collected from its rank-and-file members. On September 8, 1998, Remigio's splinter group wrote Facundo, FFW and Bayer informing them of the decision of the majority of the union members to disaffiliate from FFW.[9] This was followed by another letter informing Facundo, FFW and Bayer that an interim set of REUBP executive officers and board of directors had been appointed, and demanding the remittance of all union dues to REUBP. Remigio also asked Bayer to desist from further transacting with EUBP. Facundo,

meanwhile, sent similar requests to Bayer[10] requesting for the remittance of union dues in favor of EUBP and accusing the company of interfering with purely union matters.[11] Bayer responded by deciding not to deal with either of the two groups, and by placing the union dues collected in a trust account until the conflict between the two groups is resolved.[12]

On September 15, 1998, EUBP filed a complaint for unfair labor practice (first ULP complaint) against Bayer for non-remittance of union dues. The case was docketed as NLRC-NCR-Case No. 00-09-07564-98.[13]

EUBP later sent a letter dated November 5, 1998 to Bayer asking for a grievance conference.[14] The meeting was conducted by the management on November 11, 1998, with all REUBP officers including their lawyers present. Facundo did not attend the meeting, but sent two EUBP officers to inform REUBP and the management that a preventive mediation conference between the two groups has been scheduled on November 12, 1998 before the National Conciliation and Mediation Board (NCMB).[15]

Apparently, the two groups failed to settle their issues as Facundo again sent respondent Dieter J. Lonishen two more letters, dated January 14, 1999[16] and September 2, 1999,[17] asking for a grievance meeting with the management to discuss the failure of the latter to comply with the terms of their CBA. Both requests remained unheeded.

On February 9, 1999, while the first ULP case was still pending and despite EUBP's repeated request for a grievance conference, Bayer decided to turn over the collected union dues amounting to P254,857.15 to respondent Anastacia Villareal, Treasurer of REUBP.

Aggrieved by the said development, EUBP lodged a complaint[18] on March 4, 1999 against Remigio's group before the Industrial Relations Division of the DOLE praying for their expulsion from EUBP for commission of "acts that threaten the life of the union."

On June 18, 1999, Labor Arbiter Jovencio Ll. Mayor, Jr. dismissed the first ULP complaint for lack of jurisdiction.[19] The Arbiter explained that the root cause for Bayer's failure to remit the collected union dues can be traced to the intra-union conflict between EUBP and Remigio's group[20] and that the charges imputed against Bayer should have been submitted instead to voluntary arbitration.[21] EUBP did not appeal the said decision.[22]

On December 14, 1999, petitioners filed a second ULP complaint against herein respondents docketed as NLRC-RAB-IV Case No. 12-11813-99-L. Three days later, petitioners amended the complaint charging the respondents with unfair labor practice committed by organizing a company union, gross violation of the CBA and violation of their duty to bargain.[23] Petitioners complained that Bayer refused to remit the collected union dues to EUBP despite several demands sent to the management.[24] They also alleged that notwithstanding the requests sent to Bayer for a renegotiation of the last two years of the 1997-2001 CBA between EUBP and Bayer, the latter opted to negotiate instead with Remigio's group.[25]

On even date, REUBP and Bayer agreed to sign a new CBA. Remigio immediately informed her allies of the management's decision.[26]

In response, petitioners immediately filed an urgent motion for the issuance of a restraining order/injunction[27] before the National Labor Relations Commission (NLRC) and the Labor Arbiter against respondents. Petitioners asserted their authority as the exclusive bargaining representative of all rank-and-file employees of Bayer and asked that a temporary restraining order be issued against Remigio's group and Bayer to prevent the employees from ratifying the new CBA. Later, petitioners filed a second amended complaint[28] to include in its complaint the issue of gross violation of the CBA for violation of the contract bar rule following Bayer's decision to

negotiate and sign a new CBA with Remigio's group.

Meanwhile, on January 26, 2000, the Regional Director of the Industrial Relations Division of DOLE issued a decision dismissing the issue on expulsion filed by EUBP against Remigio and her allies for failure to exhaust reliefs within the union and ordering the conduct of a referendum to determine which of the two groups should be recognized as union officers.[29] EUBP seasonably appealed the said decision to the Bureau of Labor Relations (BLR).[30] On June 16, 2000, the BLR reversed the Regional Director's ruling and ordered the management of Bayer to respect the authority of the duly-elected officers of EUBP in the administration of the prevailing CBA.[31]

Unfortunately, the said BLR ruling came late since Bayer had already signed a new CBA[32] with REUBP on February 21, 2000. The said CBA was eventually ratified by majority of the bargaining unit.[33]

On June 2, 2000, Labor Arbiter Waldo Emerson R. Gan dismissed EUBP's second ULP complaint for lack of jurisdiction.[34] The Labor Arbiter explained the dismissal as follows:

All told, were it not for the fact that there were two (2) [groups] of employees, the Union led by its President Juanito Facundo and the members who decided to disaffiliate led by Ms. Avelina Remigio, claiming to be the rightful representative of the rank and file employees, the Company would not have acted the way it did and the Union would not have filed the instant case.

Clearly then, as the case involves intra-union disputes, this Office is bereft of any jurisdiction pursuant to Article 226 of the Labor Code, as amended, which provides pertinently in part, thus:

"Bureau of Labor Relations - The Bureau of Labor Relations and the Labor Relations Divisions in the regional offices of the Department of Labor and Employment shall have original and exclusive authority to act, at their own initiative or upon request of either or both parties, on all inter-union and intra-union conflicts, and all disputes, grievances or problems arising from or affecting labor-management relations in all workplaces whether agricultural or non-agricultural, except those arising from the implementation or interpretation of collective bargaining agreements which shall be the subject of grievance procedure and/or voluntary arbitration."

Specifically, with respect to the union dues, the authority is the case of Cebu Seamen's Association[,] Inc. vs. Ferrer-Calleja, (212 SCRA 51), where the Supreme Court held that when the issue calls for the determination of which between the two groups within a union is entitled to the union dues, the same cannot be taken cognizance of by the NLRC.

x x x x

WHEREFORE, premises considered, the instant complaint is hereby DISMISSED on the ground of lack of jurisdiction.

SO ORDERED.[35]

On June 28, 2000, the NLRC resolved to dismiss[36] petitioners' motion for a restraining order and/or injunction stating that the subject matter involved an intra-union dispute, over which the said Commission has no jurisdiction.[37]

Aggrieved by the Labor Arbiter's decision to dismiss the second ULP complaint, petitioners appealed the said decision, but the NLRC denied the appeal.[38] EUBP's motion for reconsideration was likewise denied.[39]

Thus, petitioners filed a Rule 65 petition to the CA. On December 15, 2003, the CA sustained both the Labor Arbiter and the NLRC's rulings. The appellate court explained,

A cursory reading of the three pleadings, to wit: the Complaint (Vol. I, Rollo, p[p]. 166-167); the Amended Complaint (Vol. I, Rollo[, pp. 168-172) and the Second Amended Complaint dated March 8, 2000 (Vol. II, Rollo, pp. 219-225) will readily show that the instant case was brought about by the action of the Group of REM[I]GIO to disaffiliate from FFW and to organized (sic) REUBP under the tutelage of REM[I]GIO and VILLAREAL. At first glance of the case at bar, it involves purely an (sic) inter-union and intra-union conflicts or disputes between EUBP-FFW and REUBP which issue should have been resolved by the Bureau of Labor Relations under Article 226 of the Labor Code. However, since no less than petitioners who admitted that respondents committed gross violations of the CBA, then the BLR is divested of jurisdiction over the case and the issue should have been referred to the Grievance Machinery and Voluntary Arbitrator and not to the Labor Arbiter as what petitioners did in the case at bar. x x x

x x x x

Furthermore, the CBA entered between BAYER and EUBP-FFW [has] a life span of only five years and after the said period, the employees have all the right to change their bargaining unit who will represent them. If there exist[s] two opposing unions in the same company, the remedy is not to declare that such act is considered unfair labor practice but rather they should conduct a certification election provided [that] it should be conducted within 60 days of the so[-]called freedom period before the expiration of the CBA.

WHEREFORE, premises considered, this Petition is DENIED and the assailed Decision dated September 27, 2001 as well as the Order dated June 21, 2002, denying the motion for reconsideration, by the National Labor Relations Commission, First Division, in NLRC Case No. RAB-IV-12-11813-99-L, are hereby AFFIRMED in toto. Costs against petitioners.

SO ORDERED.[40]

Undaunted, petitioners filed this Rule 45 petition before this Court. Initially, the said petition was denied for having been filed out of time and for failure to comply with the requirements provided in the 1997 Rules of Civil Procedure, as amended.[41] Upon petitioners' motion, however, we decided to reinstate their appeal.

The following are the issues raised by petitioners, to wit:

- WHETHER OR NOT THE HONORABLE COURT OF APPEALS, IN ARRIVING AT THE DECISION PROMULGATED ON 15 DECEMBER 2003 AND RESOLUTION PROMULGATED ON 23 MARCH 2004, DECIDED THE CASE IN ACCORDANCE WITH LAW AND JURISPRUDENCE; AND

- WHETHER OR NOT THE HONORABLE COURT OF APPEALS, IN ARRIVING AT THE DECISION PROMULGATED ON 15 DECEMBER 2003 AND RESOLUTION PROMULGATED ON 23 MARCH 2004, GRAVELY ABUSE[D] ITS DISCRETION IN ITS FINDINGS AND CONCLUSION THAT:

THE ACTS OF ABETTING OR ASSISTING IN THE CREATION OF ANOTHER UNION, NEGOTIATING OR BARGAINING WITH SUCH UNION, WHICH IS NOT THE SOLE AND EXCLUSIVE BARGAINING AGENT, VIOLATING THE DUTY TO BARGAIN COLLECTIVELY, REFUSAL TO PROCESS GRIEVABLE ISSUES IN THE GRIEVANCE MACHINERY AND/OR REFUSAL TO DEAL WITH THE SOLE AND EXCLUSIVE BARGAINING AGENT ARE ACTS CONSTITUTING OR TANTAMOUNT TO UNFAIR LABOR PRACTICE.[42]

Respondents Bayer, Lonishen and Amistoso, meanwhile, identify the issues as follows:

- WHETHER OR NOT THE UNIFORM FINDINGS OF THE COURT OF APPEALS, THE NLRC AND THE LABOR ARBITER ARE BINDING ON THIS HONORABLE COURT;

- WHETHER OR NOT THE LABOR ARBITER AND THE NLRC HAVE JURISDICTION OVER THE INSTANT CASE;

- WHETHER OR NOT THE INSTANT CASE INVOLVES AN INTRA-UNION DISPUTE;
- WHETHER OR NOT RESPONDENTS COMPANY, LONISHEN AND AMISTOSO COMMITTED AN ACT OF UNFAIR LABOR PRACTICE; AND
- WHETHER OR NOT THE INSTANT CASE HAS BECOME MOOT AND ACADEMIC.[43]

Essentially, the issue in this petition is whether the act of the management of Bayer in dealing and negotiating with Remigio's splinter group despite its validly existing CBA with EUBP can be considered unfair labor practice and, if so, whether EUBP is entitled to any relief.

Petitioners argue that the subject matter of their complaint, as well as the subsequent amendments thereto, pertain to the unfair labor practice act of respondents Bayer, Lonishen and Amistoso in dealing with Remigio's splinter union. They contend that (1) the acts of abetting or assisting in the creation of another union is among those considered by the Labor Code, as amended, specifically under Article 248 (d)[44] thereof, as unfair labor practice; (2) the act of negotiating with such union constitutes a violation of Bayer's duty to bargain collectively; and (3) Bayer's unjustified refusal to process EUBP's grievances and to recognize the said union as the sole and exclusive bargaining agent are tantamount to unfair labor practice.[45]

Respondents Bayer, Lonishen and Amistoso, on the other hand, contend that there can be no unfair labor practice on their part since the requisites for unfair labor practice - i.e., that the violation of the CBA should be gross, and that it should involve violation in the economic provisions of the CBA - were not satisfied. Moreover, they cite the ruling of the Labor Arbiter that the issues raised in the complaint should have been ventilated and threshed out before the voluntary arbitrators as provided in Article 261 of the Labor Code, as amended.[46] Respondents Remigio and Villareal, meanwhile, point out that the case should be dismissed as against them since they are not real parties in interest in the ULP complaint against Bayer,[47] and since there are no specific or material acts imputed against them in the complaint.[48]

The petition is partly meritorious.

An intra-union dispute refers to any conflict between and among union members, including grievances arising from any violation of the rights and conditions of membership, violation of or disagreement over any provision of the union's constitution and by-laws, or disputes arising from chartering or disaffiliation of the union.[49] Sections 1 and 2, Rule XI of Department Order No. 40-03, Series of 2003 of the DOLE enumerate the following circumstances as inter/intra-union disputes, viz:

RULE XI
INTER/INTRA-UNION DISPUTES AND
OTHER RELATED LABOR RELATIONS DISPUTES

Section 1. Coverage. - Inter/intra-union disputes shall include:

- (a) cancellation of registration of a labor organization filed by its members or by another labor organization;
- (b) conduct of election of union and workers' association officers/nullification of election of union and workers' association officers;
- (c) audit/accounts examination of union or workers' association funds;
- (d) deregistration of collective bargaining agreements;
- (e) validity/invalidity of union affiliation or disaffiliation;
- (f) validity/invalidity of acceptance/non-acceptance for union membership;

- (g) validity/invalidity of impeachment/expulsion of union and workers' association officers and members;
- (h) validity/invalidity of voluntary recognition;
- (i) opposition to application for union and CBA registration;
- (j) violations of or disagreements over any provision in a union or workers' association constitution and by-laws;
- (k) disagreements over chartering or registration of labor organizations and collective bargaining agreements;
- (l) violations of the rights and conditions of union or workers' association membership;
- (m) violations of the rights of legitimate labor organizations, except interpretation of collective bargaining agreements;
- (n) such other disputes or conflicts involving the rights to self-organization, union membership and collective bargaining -
 - (1) between and among legitimate labor organizations;
 - (2) between and among members of a union or workers' association.

Section 2. Coverage. - Other related labor relations disputes shall include any conflict between a labor union and the employer or any individual, entity or group that is not a labor organization or workers' association. This includes: (1) cancellation of registration of unions and workers' associations; and (2) a petition for interpleader.

It is clear from the foregoing that the issues raised by petitioners do not fall under any of the aforementioned circumstances constituting an intra-union dispute. More importantly, the petitioners do not seek a determination of whether it is the Facundo group (EUBP) or the Remigio group (REUBP) which is the true set of union officers. Instead, the issue raised pertained only to the validity of the acts of management in light of the fact that it still has an existing CBA with EUBP. Thus as to Bayer, Lonishen and Amistoso the question was whether they were liable for unfair labor practice, which issue was within the jurisdiction of the NLRC. The dismissal of the second ULP complaint was therefore erroneous.

However, as to respondents Remigio and Villareal, we find that petitioners' complaint was validly dismissed.

Petitioners' ULP complaint cannot prosper as against respondents Remigio and Villareal because the issue, as against them, essentially involves an intra-union dispute based on Section 1 (n) of DOLE Department Order No. 40-03. To rule on the validity or illegality of their acts, the Labor Arbiter and the NLRC will necessarily touch on the issues respecting the propriety of their disaffiliation and the legality of the establishment of REUBP - issues that are outside the scope of their jurisdiction. Accordingly, the dismissal of the complaint was validly made, but only with respect to these two respondents.

But are Bayer, Lonishen and Amistoso liable for unfair labor practice? On this score, we find that the evidence supports an answer in the affirmative.

It must be remembered that a CBA is entered into in order to foster stability and mutual cooperation between labor and capital. An employer should not be allowed to rescind unilaterally its CBA with the duly certified bargaining agent it had previously contracted with, and decide to bargain anew with a different group if there is no legitimate reason for doing so and without first following the proper procedure. If such behavior would be tolerated, bargaining and negotiations between the employer and the union will never be truthful and meaningful, and no CBA forged after arduous negotiations will ever be honored or be relied upon. Article 253 of the Labor Code, as amended, plainly provides:

ART. 253. Duty to bargain collectively when there exists a collective bargaining agreement. - Where there is a collective bargaining agreement, the duty to bargain collectively shall also mean that neither party shall terminate or modify such agreement during its lifetime. However, either party can serve a written notice to terminate or modify the agreement at least sixty (60) days prior to its expiration date. It shall be the duty of both parties to keep the status quo and to continue in full force and effect the terms and conditions of the existing agreement during the 60-day period and/or until a new agreement is reached by the parties. (Emphasis supplied.)

This is the reason why it is axiomatic in labor relations that a CBA entered into by a legitimate labor organization that has been duly certified as the exclusive bargaining representative and the employer becomes the law between them. Additionally, in the Certificate of Registration^[50] issued by the DOLE, it is specified that the registered CBA serves as the covenant between the parties and has the force and effect of law between them during the period of its duration. Compliance with the terms and conditions of the CBA is mandated by express policy of the law primarily to afford protection to labor^[51] and to promote industrial peace. Thus, when a valid and binding CBA had been entered into by the workers and the employer, the latter is behooved to observe the terms and conditions thereof bearing on union dues and representation.^[52] If the employer grossly violates its CBA with the duly recognized union, the former may be held administratively and criminally liable for unfair labor practice.^[53]

Respondents Bayer, Lonishen and Amistoso, contend that their acts cannot constitute unfair labor practice as the same did not involve gross violations in the economic provisions of the CBA, citing the provisions of Articles 248 (1) and 261^[54] of the Labor Code, as amended.^[55] Their argument is, however, misplaced.

Indeed, in *Silva v. National Labor Relations Commission*,^[56] we explained the correlations of Article 248 (1) and Article 261 of the Labor Code to mean that for a ULP case to be cognizable by the Labor Arbiter, and for the NLRC to exercise appellate jurisdiction thereon, the allegations in the complaint must show prima facie the concurrence of two things, namely: (1) gross violation of the CBA; and (2) the violation pertains to the economic provisions of the CBA.^[57]

This pronouncement in *Silva*, however, should not be construed to apply to violations of the CBA which can be considered as gross violations per se, such as utter disregard of the very existence of the CBA itself, similar to what happened in this case. When an employer proceeds to negotiate with a splinter union despite the existence of its valid CBA with the duly certified and exclusive bargaining agent, the former indubitably abandons its recognition of the latter and terminates the entire CBA.

Respondents cannot claim good faith to justify their acts. They knew that Facundo's group represented the duly-elected officers of EUBP. Moreover, they were cognizant of the fact that even the DOLE Secretary himself had recognized the legitimacy of EUBP's mandate by rendering an arbitral award ordering the signing of the 1997-2001 CBA between Bayer and EUBP. Respondents were likewise well-aware of the pendency of the intra-union dispute case, yet they still proceeded to turn over the collected union dues to REUBP and to effusively deal with Remigio. The totality of respondents' conduct, therefore, reeks with anti-EUBP animus.

Bayer, Lonishen and Amistoso argue that the case is already moot and academic following the lapse of the 1997-2001 CBA and their renegotiation with EUBP for the 2006-2007 CBA. They also reason that the act of the company in negotiating with EUBP for the 2006-2007 CBA is an obvious recognition on their part that EUBP is now the certified collective bargaining agent of its rank-and-file employees.^[58]

We do not agree. First, a legitimate labor organization cannot be construed to have abandoned its pending claim against the management/employer by returning to the negotiating table to fulfill its duty to represent the interest of its members, except when the pending claim has been expressly waived or compromised in its subsequent

negotiations with the management. To hold otherwise would be tantamount to subjecting industrial peace to the precondition that previous claims that labor may have against capital must first be waived or abandoned before negotiations between them may resume. Undoubtedly, this would be against public policy of affording protection to labor and will encourage scheming employers to commit unlawful acts without fear of being sanctioned in the future.

Second, that the management of Bayer decided to recognize EUBP as the certified collective bargaining agent of its rank-and-file employees for purposes of its 2006-2007 CBA negotiations is of no moment. It did not obliterate the fact that the management of Bayer had withdrawn its recognition of EUBP and supported REUBP during the tumultuous implementation of the 1997-2001 CBA. Such act of interference which is violative of the existing CBA with EUBP led to the filing of the subject complaint.

On the matter of damages prayed for by the petitioners, we have held that as a general rule, a corporation cannot suffer nor be entitled to moral damages. A corporation, and by analogy a labor organization, being an artificial person and having existence only in legal contemplation, has no feelings, no emotions, no senses; therefore, it cannot experience physical suffering and mental anguish. Mental suffering can be experienced only by one having a nervous system and it flows from real ills, sorrows, and griefs of life - all of which cannot be suffered by an artificial, juridical person.[59] A fortiori, the prayer for exemplary damages must also be denied.[60] Nevertheless, we find it in order to award (1) nominal damages in the amount of P250,000.00 on the basis of our ruling in *De La Salle University v. De La Salle University Employees Association (DLSUEA-NAFTEU)*[61] and Article 2221,[62] and (2) attorney's fees equivalent to 10% of the monetary award. The remittance to petitioners of the collected union dues previously turned over to Remigio and Villareal is likewise in order.

WHEREFORE, the petition for review on certiorari is PARTLY GRANTED. The Decision dated December 15, 2003 and the Resolution dated March 23, 2004 of the Court of Appeals in CA-G.R. SP No. 73813 are MODIFIED as follows:

- 1) Respondents Bayer Phils., Dieter J. Lonishen and Asuncion Amistoso are found LIABLE for Unfair Labor Practice, and are hereby ORDERED to remit to petitioners the amount of P254,857.15 representing the collected union dues previously turned over to Avelina Remigio and Anastacia Villareal. They are likewise ORDERED to pay petitioners nominal damages in the amount of P250,000.00 and attorney's fees equivalent to 10% of the monetary award; and
- 2) The complaint, as against respondents Remigio and Villareal, is DISMISSED due to the lack of jurisdiction of the Labor Arbiter and the NLRC, the complaint being in the nature of an intra-union dispute.

No pronouncement as to costs.

SO ORDERED.

Carpio Morales, (Chairperson), Brion, Bersamin, and Sereno, JJ., concur.

[1] Rollo, pp. 221-237. Penned by Associate Justice Mercedes Gozo-Dadole, with Associate Justices Eugenio S. Labitoria and Rosmari D. Carandang, concurring.

[2] Id. at 239.

[3] With Registration No. NCR-10-165-88. See CA rollo, Vol. I, p. 183.

[4] Rollo, pp. 31-47.

- [5] Id. at 48.
- [6] Id. at 71, 136.
- [7] Id. at 52.
- [8] Id.
- [9] Id. at 517-529.
- [10] Id. at 551-553 and 556.
- [11] Id. at 556.
- [12] Letter dated October 30, 1998. Id. at 557-558.
- [13] Id. at 531-534.
- [14] Id. at 492.
- [15] Id. at 492 and 560.
- [16] Id. at 68.
- [17] Id. at 69-73.
- [18] Docketed as Case No. OD-9903-004-IRD. See rollo, pp. 563-568.
- [19] Rollo, pp. 535-549.
- [20] Id. at 543-544.
- [21] Id. at 546-548.
- [22] Id. at 490.
- [23] Id. at 571.
- [24] Id.
- [25] Id.
- [26] Id. at 574.
- [27] Dated January 21, 2000. Id. at 575-584.
- [28] Dated March 8, 2000. Id. at 81-87.
- [29] Id. at 178.
- [30] The appeal was docketed as BLR-A-TR-13-17-2-00. See rollo, p. 176.
- [31] Rollo, p. 181.
- [32] Id. at 585-614.
- [33] Id. at 495.
- [34] Id. at 615-624.
- [35] Id. at 623-624.

[36] Id. at 626-634.

[37] Id. at 633.

[38] NLRC Decision dated September 27, 2001. Id. at 185-215.

[39] NLRC Order dated June 21, 2002. Id. at 217-219.

[40] Id. at 234-236.

[41] Id. at 469-470.

[42] Id. at 782.

[43] Id. at 731.

[44] Article 248 (d) of the Labor Code provides:

ART. 248. Unfair labor practices of employers. - It shall be unlawful for an employer to commit any of the following unfair labor practices:

x x x x

(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;

x x x x

[45] Rollo, pp. 783-790.

[46] Id. at 734-740.

[47] Id. at 661-663.

[48] Id. at 675-676.

[49] C.A. Azucena, Jr., Vol. II, The Labor Code with Comments and Cases, 2004 ed., p. 111.

[50] Rollo, p. 48.

[51] Del Monte Philippines, Inc. v. Saldivar, G.R. No. 158620, October 11, 2006, 504 SCRA 192, 201.

[52] De La Salle University v. De La Salle University Employees Association (DLSUEA-NAFTEU), G.R. No. 177283, 584 SCRA 592, 603.

[53] Article 248 of the Labor Code provides in part:

ART. 248. Unfair labor practices of employers. - It shall be unlawful for an employer to commit any of the following unfair labor practices:

x x x x

(i) To violate a collective bargaining agreement.

[54] Art. 261 of the Labor Code provides in part:

ART. 261. Jurisdiction of Voluntary Arbitrators or panel of Voluntary Arbitrators. - The Voluntary Arbitrator or panel of Voluntary Arbitrators shall have original and exclusive jurisdiction to hear and decide all unresolved grievances arising from the interpretation or implementation of the Collective Bargaining Agreement and those

arising from the interpretation or enforcement of company personnel policies referred to in the immediately preceding article. Accordingly, violations of a Collective Bargaining Agreement, except those which are gross in character, shall no longer be treated as unfair labor practice and shall be resolved as grievances under the Collective Bargaining Agreement. For purposes of this article, gross violations of a Collective Bargaining Agreement shall mean flagrant and/or malicious refusal to comply with the economic provisions of such agreement. (Emphasis supplied.)

[55] Rollo, pp. 499-500.

[56] G.R. No. 110226, June 19, 1997, 274 SCRA 159.

[57] *Id.* at 173.

[58] Rollo, pp. 752-753.

[59] *Flight Attendants and Stewards Association of the Philippines v. Philippine Airlines, Inc.*, G.R. No. 178083, July 22, 2008, 559 SCRA 252, 294.

[60] Article 2234 of the Civil Code provides in part:

ART. 2234. While the amount of the exemplary damages need not be proved, the plaintiff must show that he is entitled to moral, temperate or compensatory damages before the court may consider the question of whether or not exemplary damages should be awarded. x x x

[61] *Supra* note 52 at 604.

[62] Article 2221 of the Civil Code provides:

ART. 2221. Nominal damages are adjudicated in order that a right of the plaintiff, which has been violated or invaded by the defendant, may be vindicated or recognized, and not for the purpose of indemnifying the plaintiff for any loss suffered by him.

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