

GENERAL MILLING CORPORATION-INDEPENDENT LABOR UNION (GMC-ILU), PETITIONER, VS. GENERAL MILLING CORPORATION, RESPONDENT.

G.R. No. 183122. June 15, 2011

Ponente: PEREZ, J.

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PEREZ, J.:

Assailed in these petitions for review on certiorari filed pursuant to Rule 45 of the 1997 Rules of Civil Procedure are the Court of Appeals'(CA) resolution of the separate petitions for certiorari questioning the 20 July 2006 Decision [1] rendered and the 23 August 2006 Resolution [2] issued by the Fourth Division of the National Labor Relations Commission (NLRC), Cebu City, in NLRC Case No. V-000632-2005. In G.R. No. 183122, petitioner General Milling Corporation-Independent Labor Union (the Union) seeks the reversal of the 10 October 2007 Decision rendered by the Special Twentieth Division of the CA in CA-G.R. CEB-SP No. 02226, [3] the dispositive portion of which states:

WHEREFORE, all the foregoing premises considered, the instant Petition is hereby PARTIALLY GRANTED.

The July 20, 2006 Decision of respondent NLRC in NLRC Case No. V-000632-2005 is hereby AFFIRMED insofar as it affirmed the October 27, 2005 Order of Executive Labor Arbiter Ortiz in RAB Case No. VII-06-0475-1992 with the modification of: a) excluding the vacation leave salary rate differentials, sick leave salary rate differentials, b) excluding employees who have executed quitclaims which are hereby declared valid, and c) deducting salary increases and other employment benefits voluntarily given by respondent GMC in the computation of benefits.

Accordingly, the instant case is hereby REFERRED to the GRIEVANCE MACHINERY under the imposed CBA for the recomputation of benefits claimed by petitioner GMC-ILU under the said imposed CBA taking into consideration the guidelines laid down by the Court in this Decision as well as the validity of the subject quitclaims hereinbefore discussed.

SO ORDERED. [4]

In G.R. No. 183889, petitioner General Milling Corporation (GMC) prays for the setting aside of the 16 November 2007 Decision rendered by the Eighteenth Division of the CA in CA-G.R. CEB-SP No. 02232, [5] the decretal portion of which states:

WHEREFORE, the Decision dated July 20, 2006 and the Resolution dated August 23, 2006 of public respondent NLRC are hereby AFFIRMED IN TOTO and the instant petition is DISMISSED.

SO ORDERED. [6]

The Facts

On 28 April 1989, GMC and the Union entered into a collective bargaining agreement (CBA) which provided, among other terms, the latter's representation of the collective bargaining unit for a three-year term made to

retroact to 1 December 1988. On 29 November 1991 or one day before the expiration of the subject CBA, the Union sent a draft CBA proposal to GMC, with a request for counter-proposals from the latter, for the purpose of renegotiating the existing CBA between the parties. In view of GMC's failure to comply with said request, the Union commenced the complaint for unfair labor practice which, under docket of RAB Case No. VII-06-0475-92, was dismissed for lack of merit in a decision dated 21 December 1993 issued by the Regional Arbitration Branch-VII (RAB-VII) of the National Labor Relations Commission (NLRC). [7] On appeal, however, said dismissal was reversed and set aside in the 30 January 1998 decision rendered by the Fourth Division of the NLRC in NLRC Case No. V-0112-94, [8] the dispositive portion of which states:

WHEREFORE, premises considered, the instant appeal is hereby GRANTED. The Decision dated December 21, 1993 is hereby VACATED and SET ASIDE and a new one issued ordering the imposition upon the respondent company of the complainant union[']s draft CBA proposal for the remaining two years duration of the original CBA which is from December 1, 1991 to November 30, 1993; and for the respondent to pay attorney's fees.

SO ORDERED. [9]

With the reconsideration and setting aside of the foregoing decision in the NLRC's resolution dated 6 October 1998, [10] the Union filed the petitions for certiorari docketed before the CA as CA-G.R. SP Nos. 50383 and 51763. In a decision dated 19 July 2000, the then Fourteenth Division of the CA reversed and set aside the NLRC's 6 October 1998 resolution and reinstated the aforesaid 30 January 1998 decision, except with respect to the undetermined award of attorney's fees which was deleted for lack of statement of the basis therefor in the assailed decision. [11] Aggrieved by the CA's 26 October 2000 resolution denying its motion for reconsideration, GMC elevated the case to this Court via the petition for review on certiorari docketed before this Court as G.R. No. 146728. In a decision dated 11 February 2004 rendered by the Court's then Second Division, the CA's 30 January 1998 decision and 26 October 2000 resolution were affirmed, [12] upon the following findings and conclusions, to wit:

GMC's failure to make a timely reply to the proposals presented by the union is indicative of its utter lack of interest in bargaining with the union. Its excuse that it felt the union no longer represented the worker, was mainly dilatory as it turned out to be utterly baseless.

We hold that GMC's refusal to make a counter proposal to the union's proposal for CBA negotiation is an indication of its bad faith. Where the employer did not even bother to submit an answer to the bargaining proposals of the union, there is a clear evasion of the duty to bargain collectively.

Failing to comply with the mandatory obligation to submit a reply to the union's proposals, GMC violated its duty to bargain collectively, making it liable for unfair labor practice. Perforce, the Court of Appeals did not commit grave abuse of discretion amounting to lack or excess of jurisdiction in finding that GMC is, under the circumstances, guilty of unfair labor practice.

x x x x

x x x (I)t would be unfair to the union and its members if the terms and conditions contained in the old CBA would continue to be imposed on GMC's employees for the remaining two (2) years of the CBA's duration. We are not inclined to gratify GMC with an extended term of the old CBA after it resorted to delaying tactics to prevent negotiations. Since it was GMC which violated the duty to bargain collectively, based on Kiok Loy and Divine World University of Tacloban, it had lost its statutory right to negotiate or renegotiate the terms and conditions of the draft CBA proposed by the union.

x x x x

Under ordinary circumstances, it is not obligatory upon either side of a labor controversy to precipitately accept or agree to the proposals of the other. But an erring party should not be allowed with impunity to schemes feigning negotiations by going through empty gestures. Thus, by imposing on GMC the provisions of the draft CBA proposed by the union, in our view, the interests of equity and fair play were properly served and both the parties regained equal footing, which was lost when GMC thwarted the negotiations for new economic terms of the CBA. [13]

With the ensuing finality of the foregoing decision, the Union filed a motion for issuance of a writ of execution dated 21 March 2005, to enforce the claims of the covered employees which it computed in the sum of P433,786,786.36 and to require GMC to produce said employee's time cards for the purpose of computing their overtime pay, night shift differentials and labor standard benefits for work rendered on rest days, legal holidays and special holidays. [14] On 18 April 2005, however, GMC opposed said motion on the ground, among other matters, that the bargaining unit no longer exist in view of the resignation, retrenchment, retirement and separation from service of workers who have additionally executed waivers and quitclaims acknowledging full settlement of their claims; that the covered employees have already received salary increases and benefits for the period 1991 to 1993; and, that aside from the aforesaid supervening events which precluded the enforcement thereof, the decision rendered in the case simply called for the execution of a CBA incorporating the Union's proposal, not the outright computation of benefits thereunder. [15]

In a "Submission" dated 27 May 2005, GMC further manifested that the Union membership in the bargaining unit did not exceed 286 and that following employees should be excluded from the coverage of the decision sought to be enforced: (a) 47 employees who were hired after 1992; (b) 234 employees who had been separated from the service; (c) 37 employees who, as daily paid rank and file employees, were represented by another union and covered by a different CBA; and, (d) 41 workers holding managerial/supervisory/confidential positions. [16] In its comment to the foregoing "Submission", however, the Union argued that the benefits derived from its proposed CBA extended to both union members and non-members; that the newly hired employees were entitled to the benefits accruing after their employment by GMC; that the employees who had, in the meantime, been separated from service could not have validly waived the benefits which were only determined with finality in the 11 February 2004 decision rendered in G.R. No. 146728; that the CBA benefits can be extended the daily paid employees upon their re-classification as monthly paid employees as well as to GMC's managerial and supervisory employees, prior to their promotion; and, that the imposition of its CBA proposals necessarily calls for the computation of the benefits therein provided. [17]

Acting on the memoranda the parties filed in support of their respective positions, [18] Executive Labor Arbiter Violeta Ortiz-Bantug issued the 27 October 2005 order, limiting the computation of the benefits of the Union's CBA proposal to the remaining two years of the duration of the original CBA or from 1 December 1991 up to 30 November 1993. The computation covered the 436 employees included in the Union's list, less the following: (a) 77 employees who were hired or regularized after 30 November 1993; (b) 36 daily paid rank and file employees who were covered by a separate CBA; (c) 41 managerial/supervisory employees; and (d) 1 employee for whom no salary-rate information was submitted in the premises. [19] As a consequence, said Executive Labor Arbiter disposed of the aforesaid pending motion and incidents in the following wise:

Based on all the foregoing, computations have been made, details of which are prepared and reflected in separate pages but which still form part of this Order. By way of summary, the grand total consists of the following:

Salary Increase Differentials

P17,575,000.00

Rest Day

4,320,148.50

Vacation Leave Differentials

920,013.42

Sick Leave Differentials

920,013.42

School Opening Bonus

5,094,044.69

13[th] Month Pay Differentials

1,468,999.98

Christmas Bonus

4,560,816.78

Signing Bonus

1,310,000.00

Total Money Claims

P36,169,036.79

Sacks of Rice

6,372

Issue the appropriate writ of execution based on the foregoing computations.

SO ORDERED. [20]

Aggrieved, the Union filed a partial appeal dated 2 November 2005, on the ground that the Executive Labor Arbiter abused her discretion in: (a) confining the computation of the benefits from 1 December 1991 to 30 November 1993 in favor of only 281 employees out of the 436 included in its list; (b) computing only 10 out of

the 15 benefits provided under its CBA proposal; and (c) failing to direct the GMC to produce the employees' time cards and other pertinent documents essential for the computation of the benefits due in the premises. [21] In turn, GMC filed its 17 November 2005 "Objections" to the aforesaid 22 October 2005 order, arguing that the Executive Labor Arbiter not only varied the dispositive portion of the NLRC decision dated 30 January 1998 but also ignored the quitclaims executed and the benefits actually paid in the premises. [22] Reiterating the foregoing arguments in its 16 May 2006 opposition to the Union's partial appeal, GMC further maintained that its not being duly heard on the computation of the award in the subject 27 October 2005 order rendered the Union's partial appeal premature; and, that its CBA with the Union had expired on 30 November 1993, with the latter exerting no effort at all for its renewal. [23]

On 20 July 2006, the NLRC rendered a decision in NLRC Case No. V-000632-2005, affirming the aforesaid 27 October 2005 order of execution. Finding that the duty to maintain the status quo and to continue in full force and effect the terms of the existing agreement under Article 253 of the Labor Code of the Philippines applies only when the parties agreed to the terms and conditions of the CBA, the NLRC upheld the Executive Labor Arbiter's computation on the ground, among others, that the decision sought to be enforced covered only the remaining two years of the duration of the original CBA, i.e., from 1 December 1991 to 30 November 1993; that like GMC's supposed grant of additional benefits during the remaining term of the original CBA, the Union's claims for payment of vacation leave salary differentials, sick leave salary rate differentials, dislocation allowance, separation pay for voluntary resignation and separation pay salary rate differentials were not sufficiently established; that required by law to preserve its records for a period of five years, GMC cannot possibly be expected to preserve employees' records for the period 1 December 1991 to 30 November 1993; and, that the claimant has the burden of proving entitlement to holiday pay, premium for holiday and rest day as well night shift differentials. Giving short shrift to GMC's objections as aforesaid, the NLRC likewise ruled that computation of the monetary award was necessary for the enforcement of this Court's 11 February 2004 decision and avoidance of multiplicity of suits. [24]

Dissatisfied with the NLRC's 23 August 2006 denial of their motions for reconsideration of the foregoing decision, [25] GMC and the Union filed separate Rule 65 petitions for certiorari before the CA. Docketed as CA-G.R. CEB-SP No. 02226 before the CA's Special Twentieth Division, the Union's petition was partially granted in the 10 October 2007 decision rendered in the case, [26] upon the finding that the parties' old CBA was superseded by the imposed CBA which provided a term of five years from 1 December 1991 and remained in force until a new CBA is concluded between the parties. Brushing aside the Executive Labor Arbiter's computation of the benefits as "too sweeping" and "inaccurate", the CA ruled that: (a) employees hired after the effectivity of the imposed CBA are entitled to its benefits on their first day of work; (b) daily paid employees are entitled to said benefits from the first day they became regular monthly paid employees; (c) managerial and supervisory employees are entitled to the same benefits until their promotion as such; (d) employees for whom no information as to salary rate were submitted are entitled to the CBA benefits upon submission of proof in respect thereto; and, (e) employees who signed Deeds of waiver, release and quitclaim are no longer entitled to said benefits. [27]

Rejecting the argument that the NLRC erred in upholding the Executive Labor Arbiter's computation of only 10 out of the 15 benefits provided under the imposed CBA, the CA went on to take appropriate note of the fact that no proof was submitted by the Union to justify the grant of said benefits. While ruling that the imposed CBA had the same force and effect as a negotiated CBA, the CA, however, faulted the Union for its "hasty" and "premature" filing of its motion for issuance of a writ of execution, instead of first demanding the enforcement of the imposed CBA from GMC and, failing the same, referring the matter to the grievance machinery or voluntary arbitration provided under the imposed CBA, in accordance with Articles 260 and 261 of the Labor Code.

Acknowledging the difficulty of computing the benefits demanded by the Union in the absence of evidence upon which to base the same, the CA referred the case to the Grievance Machinery under the imposed CBA and directed the exclusion of the following items from said computation: (a) the Union's claims for vacation leave salary rate differentials and sick leave salary rate differentials; (b) the benefits in favor of the employees who have already executed quitclaims in favor of GMC; and (c) the salary increases and other employment benefits GMC had, in the meantime, extended its employees. [28] Discontented with the CA's 14 May 2008 resolution denying its motion for reconsideration of the foregoing decision, [29] the Union filed its Rule 45 petition currently docketed before this Court as G.R. No. 183122. [30]

On the other hand, GMC's petition for certiorari assailing the NLRC's 20 July 2006 decision was docketed as CA-G.R. SP No. CEB-SP No. 02232 before the CA's Eighteenth Division [31] which subsequently rendered the decision dated on 16 November 2007, dismissing the same for lack of merit. Finding that both parties were given an opportunity to present their respective positions during the pre-execution conference conducted a quo, the CA ruled that the Executive Labor Arbiter's 27 October 2005 order had attained finality insofar as GMC is concerned, in view of its failure to perfect an appeal therefrom by paying the required appeal fee and posting the cash or surety bond in an amount equivalent to the benefits computed. In addition to rejecting GMC's argument that the quitclaims executed by its employees were in the nature of a supervening event which rendered execution proceedings impossible, the CA held that said quitclaims did not extend to the benefits provided under the imposed CBA and that the additional benefits supposedly received by GMC's employees should not be deducted therefrom, for lack of sufficient evidence to prove the same. [32] Aggrieved by the denial of its motion for reconsideration of the foregoing decision in the CA's resolution dated 10 July, 2008, [33] GMC filed the petition for review on certiorari docketed before us as G.R. No. 183889. [34]

The Issues

In G.R. No. 183122, the Union proffers the following grounds for the grant of its petition, to wit:

I.

THE COURT OF APPEALS GRAVELY ABUSED ITS DISCRETION AND COMMITTED REVERSIBLE ERROR IN AFFIRMING THE COMPUTATION OF THE NLRC IN ITS DECISION DATED JULY 20, 2006 AND DISTORTING THE APPLICATION OF ARTICLE 253 OF THE LABOR CODE IN THE EXECUTION OF THE DECISION OF THIS HONORABLE COURT IN G.R. NO. 146728.

II.

THE COURT OF APPEALS GRAVELY ABUSED ITS DISCRETION AND COMMITTED REVERSIBLE ERROR IN EXCLUDING FROM THE COMPUTATION THE EMPLOYEES WHO HAVE EXECUTED QUITCLAIMS, IN EXCLUDING FROM THE COMPUTATION VACATION AND SICK LEAVE SALARY DIFFERENTIALS, AND IN DEDUCTING ALLEGED SALARY INCREASES AND OTHER BENEFITS GIVEN BY [GMC].

III.

THE COURT OF APPEALS GRAVELY ABUSED ITS DISCRETION AND COMMITTED REVERSIBLE ERROR IN REFERRING THE INSTANT CASE TO THE GRIEVANCE MACHINERY FOR COMPUTATION OF THE BENEFITS DUE UNDER THE IMPOSED CBA.

IV.

THE DECISION IN THE INSTANT CASE IS IN DIRECT CONFLICT WITH THE DECISION OF ANOTHER DIVISION OF THE COURT OF APPEALS INVOLVING THE SAME ISSUES. [35]

In G.R. No. 183889, GMC prays for the setting aside of the CA's 16 November 2007 decision in CA-G.R. CEB-SP No. 02232, on the following grounds, to wit:

A.

THE DECISION OF NOVEMBER 16, 2007 AND THE RESOLUTION OF JULY 10, 2008 OF THE COURT OF APPEALS ARE CONTRARY TO LAW.

B.

THE DECISION OF NOVEMBER 16, 2007 AND THE RESOLUTION OF JULY 10, 2008 OF THE COURT OF APPEALS ARE NOT IN ACCORD WITH THE APPLICABLE DECISIONS OF THIS HONORABLE COURT.

C.

THE DECISION OF NOVEMBER 16, 2007 AND THE RESOLUTION OF JULY 10, 2008 OF THE COURT OF APPEALS ARE CONTRARY TO THE ESTABLISHED FACTS.

D.

THE DECISION OF NOVEMBER 16, 2007 AND THE RESOLUTION OF JULY 10, 2008 OF THE COURT OF APPEALS VIOLATE THE LAW OF THE CASE.

As may be gleaned from the grounds GMC and the Union interpose in support of their respective petitions, it is evident that we are called upon to determine the following matters: (a) the period of effectivity of the imposed CBA; (b) the employees covered by the imposed CBA; and, (c) the benefits to be included in the execution of the 11 February 2004 decision rendered in G.R. No. 146728. Preliminary to the foregoing considerations is the effect of the rendition of diametrically opposed decisions in CA-G.R. CEB. SP Nos. 02226 and 02232 by the CA's Special Twentieth and Eighteenth Divisions on the parties' conflicting claims.

The Court's Ruling

We find the reversal of the assailed decisions in order.

Both GMC and the Union call our attention to the fact that the 10 October 2007 decision rendered by the CA's Special Twentieth Division in CA-G.R. CEB-SP No. 02226 is in conflict with the 16 November 2007 decision rendered by the same court's Eighteenth Division in CA-G.R. CEB-SP No. 02232. In G.R. No. 183122, the Union argues that, given the identity of parties and issues raised in said cases, the 16 November 2007 decision in CA-G.R. CEB-SP No. 02232 should have been taken considered and adopted by the CA's Special Twentieth Division in resolving its motion for reconsideration of the 10 October 2007 decision in CA-G.R. CEB-SP No. 02226. [37] In G.R. No. 183889, on the other hand, GMC maintains that, having been rendered ahead of the 16 November 2007 decision in CA-G.R. CEB-SP No. 02232, the CA's Special Twentieth Division's 10 October 2007 in CA-G.R. CEB-SP No. 02226 is the law of the case which the Eighteenth Division erroneously contravened when it dismissed its petition for certiorari. [38]

The conflicting decisions in CA-G.R. CEB-SP Nos. 02226 and 02232 would have been, in the first place, avoided had the CA consolidated said cases pursuant to Section 3, Rule III of its 2002 Internal Rules (IRCA). [39] Being intimately and substantially related cases, their consolidation should have been ordered to avert the possibility of conflicting decisions in the two cases. [40] Although rendered on the merits by a court of competent jurisdiction acting within its authority, neither one of said decisions can, however, be invoked as law of the case insofar as the other case is concerned. The doctrine of "law of the case" means that whatever is once irrevocably established as the controlling legal rule or decision between the same parties in the same case continues to be the law of the case,

whether correct on general principles or not, [41] so long as the facts on which such decision was predicated continue to be the facts of the case before the court. [42] Considering that a decision becomes the law of the case once it attains finality, [43] it is evident that, without having achieved said status, the herein assailed decisions cannot be invoked as the law of the case by either GMC or the Union.

Anent its period of effectivity, Article XIV of the imposed CBA provides that "(t)his Agreement shall be in full force and effect for a period of five (5) years from 1 December 1991, provided that sixty (60) days prior to the lapse of the third year of effectivity hereof, the parties shall open negotiations on economic aspect for the fourth and fifth years effectivity of this Agreement." [44] Considering that no new CBA had been, in the meantime, agreed upon by GMC and the Union, we find that the CA's Special Twentieth Division correctly ruled in CA-G.R. CEB-SP No. 02226 that, pursuant to Article 253 of the Labor Code, [45] the provisions of the imposed CBA continues to have full force and effect until a new CBA has been entered into by the parties. Article 253 mandates the 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 prior to the expiration of the old CBA and/or until a new agreement is reached by the parties. [46] In the same manner that it does not provide for any exception nor qualification on which economic provisions of the existing agreement are to retain its force and effect, [47] the law does not distinguish between a CBA duly agreed upon by the parties and an imposed CBA like the one under consideration.

The foregoing disquisition notwithstanding, it bears emphasizing, however, that the dispositive portion of the 30 January 1998 decision rendered by the Fourth Division of the NLRC in NLRC Case No. V-0112-94 specifically ordered "the imposition upon [GMC] of the [Union's] draft CBA proposal for the remaining two years duration of the original CBA which is from 1 December 1991 to 30 November 1993." [48] Initially set aside in the 6 October 1998 resolution issued in the same case by the NLRC [49] and reinstated in the 19 July 2000 decision rendered by the CA's then Fourteenth Division in CA-G.R. SP Nos. 50383 and 51763, [50] said 30 January 1998 decision was upheld in the 11 February 2004 decision rendered by this Court in G.R. No. 146728 which, in turn, affirmed the CA's 19 July 2000 decision as aforesaid. [51] Considering that the 30 January 1998 decision sought to be enforced confined the application of the imposed CBA to the remaining two-year duration of the original CBA, we find that the computation of the benefits due GMC's covered employees was correctly limited to the period 1 December 1991 to 30 November 1993 in the 27 October 2005 order issued by Executive Labor Arbiter Violeta Ortiz-Bantug and the 20 July 2006 decision rendered by the NLRC in NLRC Case No. V-000632-2005.

Consequently, insofar as the execution of the 30 January 1998 decision is concerned, the Union is out on a limb in espousing a computation which extends the benefits of the imposed CBA beyond the remaining two-year duration of the original CBA. The rule is, after all, settled that an order of execution which varies the tenor of the judgment or exceeds the terms thereof is a nullity. [52] Since execution not in harmony with the judgment is bereft of validity, [53] it must conform, more particularly, to that ordained or decreed in the dispositive portion of the decision sought to be enforced. Considering that the decision sought to be enforced pertains to the period 1 December 1991 to 30 November 1993, it necessarily follows that the computation of benefits under the imposed CBA should be limited to covered employees who were in GMC's employ during said period of time. While it is true that the provisions of the imposed CBA extend beyond said remaining two-year duration of the original CBA in view of the parties' admitted failure to conclude a new CBA, the corresponding computation of the benefits accruing in favor of GMC's covered employees after the term of the original CBA was correctly excluded in the aforesaid 27 October 2005 order issued in RAB VII-06-0475-1992. Rather than the abbreviated pre-execution proceedings before Executive Labor Arbiter Violeta Ortiz-Bantug, the computation of the same benefits beyond 30 November 1993 should, instead, be threshed out by GMC and the Union in accordance with the Grievance Procedure outlined as follows under Article XII of the imposed CBA, to wit:

Article XII

GRIEVANCE PROCEDURE

Section 1. Whenever an employee covered by the terms of this Agreement believes that the COMPANY has violated the express terms thereof, or is aggrieved on the enforcement or application of the COMPANY's personnel policies, he/she shall be required to follow the procedure hereinafter set forth in processing the grievance. The COMPANY will not be required to consider a grievance unless it is presented within 7 days from the alleged breach of the express terms of this Agreement or the COMPANY personnel policies,

STEP I. The employee, through the UNION Steward, shall present the alleged grievance in writing to the immediate superior and they shall endeavor to settle the grievance within ten (10) days.

STEP II. Failing the settlement in Step I, the UNION President and the Personnel Officer shall meet and adjust the grievance within fifteen (15) days.

STEP III. Any unresolved grievance shall be referred to the Arbitration Committee provided hereunder.

Section 2. Procedure before the Grievance Committee.

A. In the event a dispute arises concerning the application or interpretation of the terms of this Agreement or enforcement/application of the COMPANY personnel policies which cannot be settled pursuant to Section I and II, Section 1 hereof, an Arbitration Committee shall be formed for the purpose of settling that particular dispute only. The Grievance Committee shall be composed of three (3) members, one to be appointed by the COMPANY as its representative, another to be appointed by the UNION, and the third to be appointed by common agreement of the two representatives selected from among the list of accredited voluntary arbitrators in the Province of Cebu, or from government officials or civic leaders and responsible citizens in the community.

B. In all meetings of the Grievance Committee organized for the purpose of resolving a particular dispute, all members must be present and no business shall be deliberated upon if any member thereof is absent. However, if any member is unable to attend the meeting, he/she shall immediately appoint one to represent him/her, but if the one appointed by agreement of both representatives of the COMPANY and the UNION is the one absent, the two representatives present shall agree between themselves on any person to take the place of the absent member. Any business or matter shall be considered as passed and approved by the Committee when there is a vote thereof by at least two (2) members present and the same shall be final and binding on the parties concerned.

C. All decisions of the Committee shall be final: provided, however, that all decisions of the Committee shall be limited to the terms and provisions of this Agreement and in no event may the terms and provisions of this Agreement be altered, amended or modified by the Committee. [54]

Article II of the imposed CBA, relatedly, provides that "(t)he employees covered by this Agreement are those employed as regular monthly paid employees at the [GMC] offices in Cebu City and Lapulapu City, including cadet engineers, salesmen, veterinarians, field and laboratory workers, with the exception of managerial employees, supervisory employees, executive and confidential secretaries, probationary employees and the employees covered by a separate Collective Bargaining Agreement at the Company's Mill in Lapulapu City." [55] Gauged from the express language of the foregoing provision, we find that Executive Labor Arbiter Violeta Ortiz-Bantug correctly excluded the following employees from the list of 436 employees submitted by the Union [56] and the computation of the benefits for the period 1 December 1991 to 30 November 1993, to wit: (a) 77 employees who were hired or regularized after 30 November 1993; (b) 36 daily paid rank and file employees who were covered by a separate CBA; (c) 41 managerial/supervisory employees; and, (d) 1 employee for whom no salary-rate information was submitted in the premises. [57] However, we find that the 234 employees who had

already been separated from GMC's employ by the time of the rendition of the 11 February 2004 decision in G.R. No. 146728 should further be added to these excluded employees.

The record shows that said 234 employees were union members whose employment with GMC ceased as a consequence of death, termination due to redundancy, termination due to closure of plant, termination for cause, voluntary resignation, separation or dismissal from service as well as retirement. [58] Upon compliance with GMC's clearance requirements [59] and in consideration of sums ranging from P38,980.12 to P631,898.72, due payment and receipt of which were duly acknowledged, it appears that said employees executed deeds of waiver, release and quitclaim [60] which uniformly stated as follows:

THAT, for and in consideration of the said payment, I have remised, released and do hereby discharge, and by these presents do for myself, my heirs, executors and administrators, remise, release and forever discharge said GENERAL MILLING CORPORATION, its successors and assigns, and/or any of its officers or employees of and from any and all manner of actions, cause or causes of actions, sum or sums of money, account damages, claims and demands whatsoever by way of separation pay, benefits, bonuses, and all other rights to compensation, salary, wage, emolument, reimbursement, or monetary benefits, which I ever had, now have or which my heirs, executors and administrators hereafter can, shall or may have, upon or by reason of any matter, cause or things whatsoever in connection with my former employment in and retirement from the said GENERAL MILLING CORPORATION.

THAT, I have signed this Deed of Waiver, Release and Quitclaim after I have read the contents thereof and understood the same and its legal effects.

In its assailed 16 November 2007 decision in CA-G.R. CEB-SP No. 02232, the CA's then Eighteenth Division brushed aside said deeds of waiver, release and quitclaim on the ground, among other matters, that the same only covered the employees' separation pay and retirement benefits but did not extend to the benefits which had accrued in their favor under the imposed CBA; and, that to be valid, the waiver "should be couched in clear and unequivocal terms leaving no doubt as to the intention of those giving up a right or a benefit that legally pertains to them." [61] In so doing, however, the CA's Eighteenth Division egregiously disregarded the clear intent on the part of the employees who executed said deeds of waiver, release and quitclaim to relinquish all present and future claims arising out of their employment with GMC. Although generally looked upon with disfavor, [62] it cannot be gainsaid that legitimate waivers that represent a voluntary and reasonable settlement of laborers' claims should be so respected by the Court as the law between the parties. [63] It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. [64] The absence of showing of these factors in the case at bench impels us to uphold the validity of said deeds of waiver, release and quitclaim and, to exclude the employees who executed the same from those still entitled to the benefits under the imposed CBA both before and after the remaining term of the original CBA. The waiver was all inclusive. There was not even a hint of a limitation of coverage.

Inasmuch as mere allegation is not evidence, the basic evidentiary rule is to the effect that the burden of evidence lies with the party who asserts the affirmative of an issue has the burden of proving the same [65] with such quantum of evidence required by law. In administrative or quasi-judicial proceedings like those conducted before the NLRC, the standard of proof is substantial evidence which is understood to be more than just a scintilla or such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion. [66] Since it does not mean just any evidence in the record of the case for, otherwise, no finding of fact would be wanting in basis, the test to be applied is whether a reasonable mind, after considering all the relevant evidence in the record of a case, would accept the findings of fact as adequate. [67] Viewed in the light of Union's failure to prove the factual bases for the computation of the same, we find that the NLRC correctly affirmed Executive

Labor Arbiter Violeta Ortiz-Bantug's exclusion of the following benefits from the order dated 27 October, 2005, to wit: (a) vacation leave salary rate differentials; (b) sick leave salary rate differentials; (c) dislocation allowance; (d) separation pay for voluntary resignation; and (e) separation pay salary rate differentials. [68] For want of substantial evidence to prove the same, the CA's Eighteenth Division also correctly brushed aside GMC's insistence on the deduction of the additional benefits it purportedly extended to its employees from 1 December 1991 to 30 November 1993. [69]

As for the benefits after the expiration of the term of the parties' original CBA, we find that the extent thereof as well as identity of the employees entitled thereto will be better and more thoroughly threshed out by the parties themselves in accordance with the grievance procedure outlined in Article XII of the imposed CBA. Aside from being already beyond the scope of the decision sought to be enforced, these matters will not be accurately ascertained from the summaries of claims the parties have been wont to submit at the pre-execution conference conducted a quo. Taking into consideration such factors as hiring of new employees, personnel movement and/or promotions as well as separations from employment which may have, in the meantime, occurred after the expiration of the remaining term of the original CBA, the identity of the covered employees as well as the extent of the benefits due them should clearly be reckoned from acquisition and/or until loss of their status as regular monthly paid GMC employees. Since the computation must likewise necessarily take into consideration the increases in salaries and benefits that may have been given in the intervening period, both GMC and the Union are enjoined to make the pertinent employment and company records available to each other, to facilitate the expeditious and accurate determination of said benefits.

WHEREFORE, premises considered the assailed decisions dated 10 October 2007 and 16 November 2007 are REVERSED and SET ASIDE. In lieu thereof, the 27 October 2005 order issued by Labor Arbiter Violeta Ortiz-Bantug is ordered REINSTATED and MODIFIED to further exclude the 234 employees who have executed deeds of waiver, release and quitclaim from the computation of the benefits for the remaining term of the original CBA.

SO ORDERED.

Velasco Jr.,[*] (Acting Chairperson), Leonardo De-Castro, Bersamin,**] and Del Castillo, JJ., concur.

[*] Per Special Order No. 1003, Justice Presbitero J. Velasco, Jr., is designated as Acting Chairperson of the First Division, in lieu of the official trip of Chief Justice Renato C. Corona.

[**] Per Special Order No. 1000, Associate Justice Lucas P. Bersamin is designated additional member.

[1] Rollo, G. R. No. 183122, pp. 76-86, 20, NLRC's July 2006 Decision in NLRC Case No. V-000632-2005.

[2] Id. at 87-89, NLRC's Resolution dated 23 August 2006.

[3] Id. at 28-52, CA's 10 October 2007 Decision in CA-G.R. CEB-SP No. 02226.

[4] Id. at 51.

[5] Rollo, G.R. No. 183889, pp. 40-53, CA's 16 November 2007 Decision in CA-G.R. CEB-SP No. 02232.

[6] Id. at 53.

[7] Rollo, G.R. No. 183122, p. 117.

[8] Record, CA-G.R. SP No. 02226, Volume 1, pp. 36-50, NLRC's 30 January 1998 Decision in NLRC Case No.

V-0112-94.

[9] Id. at 46.

[10] Id. at 56-57.

[11] Id. at 52-59, CA's Decision dated 19 July 2000 in CA-G.R. SP Nos. 50383 and 51763.

[12] Id. at 61-74, SC's Decision dated 11 February 2004 in G.R. No. 146728.

[13] Rollo, G.R. No. 18322, pp. 124; 127-128.

[14] Records, CA-G.R. No. CEB SP No. 02226, Volume 1, pp. 75-77, Union's Motion for Execution dated 21 March 2005.

[15] Id., Volume II, pp. 1014-1020, GMC's Opposition dated 18 April 2005.

[16] Id. at 1021-1030, GMC Submission dated 27 May 2005.

[17] Id. at 1274-1280, Union's Comment dated 9 June 2005.

[18] Id. at 1372-1385; 1386-1412. GMC & the Union's Memoranda dated 3 August and 31, 2005.

[19] Id. at 1421-1425, Executive Labour Arbiter's Order dated 27 October 2005.

[20] Id. at 1424-1425.

[21] Id. at 1433-1444, Union's Partial Appeal dated 2 November 2005.

[22] Id. at 1455-1468, GMC's Objections dated 17 November 2005.

[23] Id. at 1469-1496, GMC's Opposition to the Union's Partial Appeal dated 16 May 2006.

[24] Records, CA-G.R. CEB-SP No. 02226, Volume 1, pp. 21 to 31, NLRC's 20 July 2006 Decision in NLRC Case No. V-000632-2005.

[25] Id. at 32-34, NLRC's 23 August 2006 Resolution.

[26] Id., Volume II, pp. 1943-1966, CA's 10 October 2007 Decision in CA-G.R. CEB-SP No. 02226.

[27] Id. at 1955-1956.

[28] Id. at 1957-1965.

[29] Id. at 2009-2012, CA's 14 May 2008 Resolution.

[30] Rollo, G.R. No. 183122, pp. 3-27, Union's Petition for Review on Certiorari.

[31] Record, CA-G.R. SP No. 02232, pp. 7-36, GMC's Petition for Certiorari.

[32] Id. at 1244-1257, CA's 16 November 2007 Decision in CA-G.R. SP No. CEB-SP No. 02232.

[33] Id. at 1443-1454, CA's Resolution dated 10 July, 2008.

[34] Rollo, G.R. No. 183889, pp. 3-37, GMC's Petition for Review on Certiorari.

[35] Rollo, G.R. No. 183122, p. 12.

[36] Rollo, G.R. No. 183889, pp. 12-13.

[37] Rollo, G.R. No. 183122, pp. 19-23.

[38] Id., G.R. No. 183889, pp. 15-19.

[39] Sec. 3. Consolidation of Cases. - When related cases are assigned to different Justices, they may be consolidated and assigned to one Justice.

(a) At the instance of a party with notice to the other party; or at the instance of the Justice to whom the case is assigned, and with the conformity of the Justice to whom the cases shall be consolidated, upon notice to the parties, consolidation may be allowed when the cases involve the same parties and/or related questions of fact and/or law.

(b) Consolidated cases shall pertain to the Justice -

(1) To whom the case with the lowest docket number is assigned, if they are of the same kind;

x x x x

(c) Notice of consolidation and replacement shall be given to the raffle staff and the Judicial Records Division.

[40] Chemphil Export and Import Corporation v. Court of Appeals, G.R. No. 97217, 10 April 1992, 208 SCRA 95, 100 citing Benguet Corporation, Inc. v. Court of Appeals 165 SCRA 265 (1988).

[41] Padillo v. Court of Appeals, 422 Phil. 334, 351 (2001) citing Ducat v. Court of Appeals, 322 SCRA 695, 706-707 (2000) citing further Zebra Security Agency and Allied Services v. NLRC, 270 SCRA 476, 485 (1997), People v. Pinuila, et al., 103 Phil. 992, 999 (1958).

[42] Sim v. Ofiana, G.R. No. L-54362, 28 February 1985, 135 SCRA 124, 127, citing Reyes v. Commission on Elections, 129 SCRA 286, 290-291.

[43] Enriquez v. Court of Appeals, G.R. No. 83720, 4 October 1991, 202 SCRA 487, 492.

[44] Record, CA-G.R. SP No. 02226, Volume I, p. 96, Imposed CBA.

[45] Art. 253. Duty to bargain collectively when there exists a collective bargaining agreement. - When there is a collective bargaining agreement, the duty to bargain collectively shall also mean that neither party shall terminate nor 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.

[46] Union of Filipro Employees v. National Labor Relations Commission, G.R. No. 91025, 19 December 1990, 192 SCRA 414, 427.

[47] Faculty Association of Mapua Institute of Technology (FAMIT) v. Court of Appeals, G.R. No. 164060, 15 June 2007, 524 SCRA 709, 716.

[48] Record, CA-G.R. SP No. 02226, Volume 1, p. 46.

[49] Id. at 56-57.

[50] Id. at 52-59.

[51] Id. at 61-74.

[52] Equatorial Realty Development, Inc. v. Mayfair Theater, Inc., 387 Phil. 885, 895 (2000) citing Philippine

Bank of Communications v. Court of Appeals, 279 SCRA 364 (1997).

[53] Solidbank Corporation v. Court of Appeals, 428 Phil. 949, 958 (2002) citing Government Service Insurance System v. Court of Appeals, 218 SCRA 233, 250, (1993).

[54] Record, CA-G.R. CEB SP No. 02226, Volume I, pp. 91-93, Imposed CBA.

[55] Id. at 80.

[56] Id. at 98-112.

[57] Id., Volume II, pp. 1421-1425.

[58] Id. at 1024-1027.

[59] Id. at 1121-1258.

[60] Id. at 1031-1121.

[61] Rollo, G.R. No. 183899, p. 51.

[62] Philippine Carpet Employees Association v. Philippine Carpet Manufacturing Corporation, 394 Phil. 716, 726 (2000).

[63] Magsalin v. National Organization of Working Men, 451 Phil. 254, 263, (2003) citing Alcosero v. NLRC, 288 SCRA 129 (1998).

[64] Coats Manila Bay, Inc. v. Ortega, G.R. No. 172628, 13 February 2009, 579 SCRA 300, 311-312, citing Bogo Medellin Sugarcane Planters Asso., Inc. v. National Labor Relations Commission, 357 Phil. 110, 126 (1998).

[65] Aklan Electric Cooperative, Inc. v. NLRC, 380 Phil. 225, 245 (2000).

[66] Salvador v. Philippine Mining Service Corporation, 443 Phil. 878, 888-889 (2003).

[67] Greenfield v. Cardama, 380 Phil. 246, 256-257, citing Moreno, The Philippine Law Dictionary, 1982 Ed., p. 596.

[68] Record, CA-G.R. CEB-SP No. 02226, pp. 29-30, NLRC Decision dated 20 July 2006.

[69] Rollo, G.R. No. 183889, pp. 51-52, CA Decision dated 16 November 2007.

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