

**CENTRAL AZUCARERA DE BAIS EMPLOYEES UNION-NFL
[CABEU-NFL], REPRESENTED BY ITS PRESIDENT, PABLITO SAGURAN,
PETITIONER, VS. CENTRAL AZUCARERA DE BAIS, INC. [CAB],
REPRESENTED BY I...**

G.R. No. 186605. November 17, 2010

Ponente: MENDOZA, J.

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MENDOZA, J.:

Before this Court is a petition for review on certiorari under Rule 45 of the Rules of Court filed by petitioner Central Azucarera De Bais Employees Union-National Federation of Labor (CABEU-NFL) seeking to reverse and set aside: (1) the September 26, 2008 Decision[1] of the Court of Appeals (CA), in CA-G.R. SP No. 03238, which reversed the July 18, 2007 Decision[2] and September 28, 2007 Resolution[3] of the National Labor Relations Commission (NLRC) and reinstated the July 13, 2006 Decision[4] of the Labor Arbiter (LA); and (2) its January 21, 2009 Resolution[5] denying the Motion for Reconsideration of CABEU-NFL.

THE FACTS

Respondent Central Azucarera De Bais, Inc. (CAB) is a corporation duly organized and existing under the laws of the Philippines. It is represented by its President, Antonio Steven L. Chan (Chan), in this proceeding.

CABEU-NFL is a duly registered labor union and a certified bargaining agent of the CAB rank-and-file employees, represented by its President, Pablito Saguran (Saguran).

On January 19, 2004, CABEU-NFL sent CAB a proposed Collective Bargaining Agreement (CBA)[6] seeking increases in the daily wage and vacation and sick leave benefits of the monthly employees and the grant of leave benefits and 13[th] month pay to seasonal workers.

On March 27, 2004, CAB responded with a counter-proposal[7] to the effect that the production bonus incentive and special production bonus and incentives be maintained. In addition, respondent CAB agreed to execute a pro-rated increase of wages every time the government would mandate an increase in the minimum wage. CAB, however, did not agree to grant additional and separate Christmas bonuses.

On May 21, 2004, CAB received an Amended Union Proposal[8] sent by CABEU-NFL reducing its previous demand regarding wages and bonuses. CAB, however, maintained its position on the matter. Thus, the collective bargaining negotiations resulted in a deadlock.

On account of the impasse, "CABEU-NFL filed a Notice of Strike with the National Conciliation and Mediation Board (NCMB). The NCMB then assumed conciliatory-mediation jurisdiction and summoned the parties to conciliation conferences." [9]

In its June 2, 2005 Letter sent to CAB[10] (letter-request), CABEU-NFL requested copies of CAB's annual

financial statements from 2001 to 2004 and asked for the resumption of conciliation meetings.

CAB replied through its June 14, 2005 Letter[11] (letter-response) to NCMB Regional Director of Dumaguete City Isidro Cepeda, which reads:

At the outset, it observed that the letter signed by Mr. Pablito Saguran who is no longer an employee of the Central for he was one of those lawfully terminated due to an authorized cause x x x.

More importantly, the declared purpose of the requested conciliation meeting has already been rendered moot and academic because: (1) the Union which Mr. Saguran purportedly represents has already lost its majority status by reason of the disauthorization and withdrawal of support thereto by more than 90% of the rank and file employees in the bargaining unit of Central sometime in January, 2005, and (2) the workers themselves, acting as principal, after disauthorizing the previous agent CABEU-NFL have organized themselves into a new Union known as Central Azucarera de Bais Employees Labor Association (CABELA) and after obtaining their registration certificate and making due representation that it is a duly organized union representing almost all the rank and file workers in the Central, had concluded a new collective bargaining agreement with the Central on April 21, 2005 in Dumaguete City. The aforesaid CBA had been duly ratified by the rank and file workers constituting 91% of the collective bargaining unit x x x.

Clearly, therefore, the request for further conciliation conference will serve no lawful and practical purpose. In view of the foregoing, and for the sake of continued industrial peace prevailing in the Central, we beseech the Honorable Office to disregard the aforesaid request.

It appears that the NCMB failed to act on the letter-response of CAB. Neither did it convene CAB and CABEU-NFL to continue the negotiations between them.

Reacting from the letter-response of CAB, CABEU-NFL filed a Complaint for Unfair Labor Practice[12] for the former's refusal to bargain with it.

On July 13, 2006, the LA dismissed the complaint.[13] Pertinent portions of the LA decision read:

The procedure in the discharge of the duty to bargain collectively is provided for in Article 250 of the Labor Code: (1) the party who desires to negotiate an agreement shall serve a written notice upon the other party with a statement of proposals; (2) the other party shall make a reply thereto not later than ten (10) days from receipt of notice; (3) if the dispute is unsettled resulting in a deadlock, the NCMB shall intervene upon the request or at its own initiative and call the parties to conciliation Meeting x x x (4) if the NCMB fails to effect an agreement, the Board shall exert all efforts to settle disputes amicably and encourage the parties to submit their case to a voluntary arbitrator; (5) the parties may also go on strike or declare a lockout as the case may be after complying with legal requirements. Subject, of course, to the plenary power of the Secretary of Labor and Employment to assume jurisdiction over the dispute or to certify the same to the NLRC for compulsory arbitration.

In the case at bar, the record shows that respondent CAB replied to the complainant Union's CBA proposals with its own set of counterproposals x x x. Likewise, respondent CAB responded to the Union's subsequent counterproposals x x x. Record further shows that respondent CAB participated in a series of CBA negotiations conducted by the parties at the plant level as well as in the conciliation/mediation proceedings conducted by the NCMB. Unfortunately, both exercises resulted in a deadlock.

At this juncture it cannot be said, therefore, that respondent CAB refused to negotiate or that it violated its duty to bargain collectively in light of its active participation in the past CBA negotiations at the plant level as well as in the NCMB. x x x

x x x x x x x x x

We do not agree that respondent CAB committed an unfair labor practice act in questioning the capacity of Mr. Pablito Saguran to represent complainant union in the CBA negotiations because Mr. Pablito Saguran was no longer an employee of respondent CAB at that time having been separated from employment on the ground of redundancy and having received the corresponding separation benefits. x x x.

So also, we do not find respondent CAB guilty of unfair labor practice by its act of writing the NCMB Director in a letter dated June 24, 2005, stating its legal position on complainant's request for further conciliation to the effect that since almost [all] of the rank and file employees, the principals in a principal-agent relationship, have withdrawn their support to the complainant union and that in fact they have already organized themselves into a DOLE-registered labor union known as CABELA, any further conciliation will serve no lawful and practical purpose. x x x.

At this juncture, it was incumbent upon the NCMB to make a ruling on the request of the complainant union as well as upon the corresponding comment of respondent CAB. If the NCMB chose not to pursue further negotiation between the parties, respondent CAB should not be faulted therefor. x x x.

Under the facts obtaining, when the conciliation/mediation by the NCMB has not been officially concluded, we find the instant complaint for unfair labor practice not only without merit but also premature.

WHEREFORE, foregoing considered, the case is hereby DISMISSED for lack of merit.

SO ORDERED.

On appeal, the NLRC in its July 18, 2007 Decision[14] reversed the LA's decision and found CAB guilty of unfair labor practice. The NLRC explained:

The issue to be resolved is whether or not respondent company committed an unfair labor practice for violation of its duty to bargain collectively in good faith.

x x x x x x x x

The important event to discuss in the instant case is respondent's act of concluding a CBA with CABELA. As gleaned from respondent's letter to NCMB dated June 14, 2005, it concluded a CBA with CABELA because they opined that complainant lost its majority status in January 2005 when 90% of the rank-and-file employees disauthorized and withdrew their support to complainant. These rank-and-file employees who withdrew their support, organized and formed CABELA. In fine, respondent believed that CABELA enjoyed the majority status of CABELA since it was supported by 90% of all employees in the bargaining unit.

In resolving the issue of whether respondent's act of concluding a CBA with CABELA is warranted under the circumstances is to examine the validity of such act. The mechanics of collective bargaining are set in motion only when the following jurisdictional preconditions are present, namely: 1) possession of the status of majority representation of the employees' representative in accordance with any of the means of selection and designation provided for by the Labor Code, 2) proof of majority representation, and 3) a demand to bargain under Article 250, par. (a) of the Labor Code x x x.

In the instant case, it is undeniable that complainant is the certified collective bargaining agent of the regular workers and seasonal employees of respondent. Its status as such was determined in a certification election conducted by the Department of Labor and Employment (DOLE). As such, there was no reason for respondent to deal and negotiate with CABELA since the latter does not have such status of majority representation. x x x.

X x x. Based on this premise, respondent violated its duty to bargain with complainant when during the pendency of the conciliation proceedings before the NCMB it concluded a CBA with another union as a consequence, it refused to resume negotiation with complainant upon the latter's demand.

With respect to respondent's observation that the request for conciliation meeting was signed by one who is not

eligible and authorized to represent any union with the company since he is no longer an employee, suffice it to state that at the time the request was made, such employee has questioned the validity of his dismissal with then NLRC. X x x.

Respondent's failure to act on the request of the complainant to resume negotiation for no valid reason constitutes unfair labor practice. Consequently, the proposed CBA as amended should be imposed to respondent.

WHEREFORE, premises considered, the appealed Decision is REVERSED and SET ASIDE. Another one is entered declaring that respondent Central Azucarera de Bais is guilty of unfair labor practice. As such, the proposed CBA of complainant, as amended is imposed to respondent Central Azucarera de Bais.

SO ORDERED.

CAB moved for a reconsideration but the motion was denied by the NLRC in its resolution dated September 28, 2007.[15]

Unsatisfied, CAB elevated the matter to the CA by way of a petition for certiorari under Rule 65 alleging grave abuse of discretion on the part of the NLRC in reversing the LA decision and issuing the questioned resolution.

On September 26, 2008, the CA found CAB's petition meritorious and reversed the NLRC decision and resolution. The CA pointed out:

x x x x x x x x

First. This Court has acquired jurisdiction over the person of private respondent CABEU-NFL. Through its counsel of record, CABEU-NFL already filed its extensive comment on the instant petition. Hence, it is now useless to contend that it was denied notice of the same and the opportunity to be heard on it. x x x.

x x x x x x x x

Second. Petitioner CAB was not shown to have violated the rule requiring parties to certify in their initiatory pleadings against forum shopping. Private respondent CABEU-NFL alleges in its comment that the two cases are pending before this Court: CA-G.R. No. 03132 and CA-G.R. No. 03017 involving the same parties as in the case at bar. Unfortunately, CABEU-NFL did not explain how the issues in those pending cases are related to or similar to those involved in this proceeding. x x x.

x x x x x x x x

Third. x x x x x x x x

In the case at bar, private respondent CABEU-NFL failed in its burden of proof to present substantial evidence to support the allegation of unfair labor practice. The assailed Decision and Resolution of public respondent referred merely to two (2) circumstances which allegedly support the conclusion that the presumption of good faith had been rebutted and that bad faith was extant in petitioner's actions. To recall, these circumstances are: (a) the execution of a supposed collective bargaining agreement with another labor union, CABELA; and (b) CAB's sending of the letter dated June 14, 2005 to NCMB seeking to call off the collective bargaining negotiations. These, however, are not enough to ascribe the very serious offense of unfair labor practice upon petitioner. x x x.

x x x x x x x x

x x x petitioner CAB was not scuttling the ongoing negotiations towards a new collective bargaining agreement. It was simply propounding a position to the NCMB for the latter to rule on. That the negotiations did not push through was not the result of CAB management's intransigence because there was none - at least

so far as the case record confirms. There is nothing that establishes petitioner's predetermined resolve not to budge from an initial position - perhaps stubbornness of some ambiguous sort but not the absence of good faith to pursue collective bargaining. x x x.

x x x x x x x x

WHEREFORE, the instant petition is GRANTED. The assailed Decision dated July 18, 2007 and Resolution dated September 28, 2007 of public respondent National Labor Relations Commission in NLRC Case No. V-000002-07 are REVERSED and SET ASIDE. The Decision dated July 13, 2006 in NLRC RAB VII Case No. 07-0104-2005-D entitled 'Central Azucarera de Bais Employees Union-NFL (CABEU-NFL), represented by Pablito Saguran, complainant, versus, (CAB) and/or Steven Chan as Owner and Roberto de la Rosa as Manager, respondents' of Labor Arbiter Fructuoso T. Villarin IV is REINSTATED and AFFIRMED IN TOTO. Costs of suit de officio.

SO ORDERED.

CABEU-NFL moved for a reconsideration but its motion was denied by the CA in its Resolution dated January 21, 2009.[16]

Hence this petition.

In its Memorandum,[17] CABEU-NFL raised the following:

ISSUES

I) WHETHER OF NOT THE COURT OF APPEALS VIOLATED THE CONSTITUTIONAL RIGHTS OF PETITIONER WHEN THE HONORABLE COURT OF APPEALS REVERSED THE FINDINGS OF THE NATIONAL LABOR RELATIONS COMMISSION (NLRC) WHICH HELD RESPONDENT GUILTY OF UNFAIR LABOR PRACTICE.[18]

II) WHETHER OR NOT THE COURT OF APPEALS VIOLATED THE CONSTITUTIONAL RIGHTS OF THE PETITIONER WHEN IT GAVE DUE COURSE TO RESPONDENT'S PETITION FOR CERTIORARI WITHOUT COMPLYING WITH THE JURISDICTIONAL REQUIREMENTS UNDER RULE 65, SECTION 1 AND SUPREME COURT CIRCULAR NO. 04-94, ON CERTIFICATION ON NON-FORUM SHOPPING.[19]

In sum, the petition raises three (3) issues for the Court's consideration which are whether or not the CA erred: (1) in giving due course to the petition for certiorari despite service of the copy of the petition to CABEU-NFL's counsel and not to itself ; (2) in giving due course to the petition for certiorari despite the failure of CAB to indicate the address of CABEU-NFL in the petition; and (3) in absolving CAB of unfair labor practice.

CABEU-NFL insists that the CA erred in giving due course to the petition for certiorari because respondent CAB served a copy of its CA petition to CABEU-NFL's counsel and not to CABEU-NFL itself. CABEU-NFL, likewise, harps on the failure of CAB to indicate CABEU-NFL's full address in the said petition as required in petitions for certiorari, citing Section 1, Rule 65[20] in relation to Section 3, Rule 46.[21]

Ultimately, CABEU-NFL aggressively asserts that CAB is guilty of unfair labor practice on the ground of its refusal to bargain collectively. CABEU-NFL claims to be the duly certified bargaining agent of the CAB rank-and-file employees such that it requested to bargain through a letter-request which was subsequently turned down by CAB in its letter-response. Anchored on the admission in the CAB letter-response of a supposed CBA with CABELA, CABEU-NFL charges that such act constitutes a violation of CAB's duty to bargain collectively under Article 253 of the Labor Code[22] and consequently an act of unfair labor practice prohibited under Article 248 (g) of the Labor Code.[23] CABEU-NFL also submits that CAB violated the prohibition against forum

shopping when it filed its petition in the CA. CABEU-NFL claims that the failure of CAB's counsel to disclose to the CA the pendency of CA-G.R. SP No. 033132 and CA-G.R. SP No. 03017 constituted forum shopping, a sufficient ground to dismiss the said petition.

In its Memorandum,[24] CAB claims that service of the copy of the petition for certiorari to CABEU-NFL's counsel was sufficient. It vehemently denies its alleged failure to indicate CABEU-NFL's name and address in its petition. CAB also stresses that CA-G.R. SP No. 033132 and CA-G.R. SP No. 03017 "were initiated exclusively by members of CABEU and by CABEU itself, respectively, and not by CAB." [25] CAB further argues that there was no identity of issues or causes of action between the two abovementioned cases and this case.

On the issue of unfair labor practice, CAB counters that in view of the disassociation of more than 90% of rank-and-file workers from CABEU-NFL, it was constrained to negotiate and conclude in good faith a new CBA with CABELA, the newly established union by workers who disassociated from CABEU-NFL. CAB emphasizes that it declined further negotiations with CABEU-NFL in good faith because to continue with it would serve no practical purpose. Considering that the NCMB has yet to resolve CAB's query in its letter-response, CAB was left without any choice but accede to the demands of CABELA. In concluding a CBA with CABELA, CAB claims that it acted in the best interest of the rank-and-file workers which belied bad faith.

THE COURT'S RULING

The petition lacks merit.

On the technical issues, CABEU-NFL's insistence that service of the copy of the CA petition should have been made to it, rather than to its counsel, is unavailing.

On the matter of service, Section 1, Rule 65 in relation to Section 3, Rule 46 of the Rules of Court, clearly provides that in a petition filed originally in the CA, the petitioner is required to serve a copy of the petition on the adverse party before its filing. If the adverse party appears by counsel, service shall be made on such counsel pursuant to Section 2, Rule 13.[26]

With respect to the alleged failure of CAB to indicate the address of CABEU-NFL in the CA petition, it appears that CABEU-NFL is misleading the Court. A perusal of the petition[27] filed before the CA reveals that CAB indeed indicated both the name[28] and address[29] of CABEU-NFL. Moreover, the indication in said petition by CAB that CABEU-NFL could be served with court processes through its counsel was substantial compliance with the Rules.[30]

The Court, likewise, cannot sustain CABEU-NFL's contention on forum shopping against CAB.

By forum shopping, a party initiates two or more actions in separate tribunals, grounded on the same cause, hoping that one or the other tribunal would favorably dispose of the matter. The elements of forum shopping are: (1) identity of parties, or at least such parties as would represent the same interest in both actions; (2) identity of rights asserted and relief prayed for, the relief being founded on the same facts; and (3) identity of the two preceding particulars such that any judgment rendered in the other action will, regardless of which party is successful, amount to res judicata in the action under consideration.[31]

In the case at bench, CABEU-NFL merely raised the fact of the pendency of CA-G.R. SP No. 033132 and CA-G.R. SP No. 03017 in its comment on the petition for certiorari[32] filed before the CA without demonstrating any similarity in the causes of action between the said cases and the present case. The CA, citing the ruling in *T'boli Agro-Industrial Development, Inc. v. Solilapsi*[33] as authority, points out that:

This Court cannot take judicial notice of what CA-G.R. No. 03132 and CA-G.R. No. 03017 involve because:

"As a general rule, courts are not authorized to take judicial notice in the adjudication of cases pending before them of the contents of other cases even when such cases have been tried or are pending in the same court and notwithstanding the fact that both cases may have been tried or are actually pending before the same judge. Courts may be required to take judicial notice of the decisions of the appellate courts but not of the decisions of the coordinate trial courts, or even of a decision or the facts involved in another case tried by the same court itself, unless the parties introduce the same in evidence or the court, as a matter of convenience, decides to do so. Besides, judicial notice of matters which ought to be known to judges because of their judicial functions is only discretionary upon the court. It is not mandatory."

In the absence of evidence to show that the issues involved in these cases are the same, this Court cannot give credence to private respondent's claim of forum shopping.

The Court now proceeds to determine whether or not respondent CAB was guilty of acts constituting unfair labor practice by refusing to bargain collectively.

The Court rules in the negative.

CAB is being accused of violating its duty to bargain collectively supposedly because of its act in concluding a CBA with CABELA, another union in the bargaining unit, and its failure to resume negotiations with CABEU-NFL.

The concept of unfair labor practice is provided in Article 247 of the Labor Code which states:

Article 247. Concept of Unfair Labor Practice and Procedure for Prosecution thereof. ----- Unfair labor practices violate the constitutional right of workers and employees to self-organization, are inimical to the legitimate interests of both labor and management, including their right to bargain collectively and otherwise deal with each other in an atmosphere of freedom and mutual respect, disrupt industrial peace and hinder the promotion of healthy and stable labor-management relations.

x x x x x x x x

The Labor Code, likewise, enumerates the acts constituting unfair labor practices of the employer, thus:

Article 248. Unfair Labor Practices of Employers.--It shall be unlawful for an employer to commit any of the following unfair labor practice:

x x x x x x x x

(g) To violate the duty to bargain collectively as prescribed by this Code.

For a charge of unfair labor practice to prosper, it must be shown that CAB was motivated by ill will, "bad faith, or fraud, or was oppressive to labor, or done in a manner contrary to morals, good customs, or public policy, and, of course, that social humiliation, wounded feelings or grave anxiety resulted x x x" in suspending negotiations with CABEU-NFL. Notably, CAB believed that CABEU-NFL was no longer the representative of the workers.[34] It just wanted to foster industrial peace by bowing to the wishes of the overwhelming majority of its rank and file workers and by negotiating and concluding in good faith a CBA with CABELA." [35] Such actions of CAB are nowhere tantamount to anti-unionism, the evil sought to be punished in cases of unfair labor practices.

Furthermore, basic is the principle that good faith is presumed and he who alleges bad faith has the duty to prove the same. By imputing bad faith to the actuations of CAB, CABEU-NFL has the burden of proof to present substantial evidence to support the allegation of unfair labor practice.[36] Apparently, CABEU-NFL refers only to the circumstances mentioned in the letter-response, namely, the execution of the supposed CBA between CAB and CABELA and the request to suspend the negotiations, to conclude that bad faith attended CAB's actions. The

Court is of the view that CABEU-NFL, in simply relying on the said letter-response, failed to substantiate its claim of unfair labor practice to rebut the presumption of good faith.

Moreover, as correctly determined by the LA, the filing of the complaint for unfair labor practice was premature inasmuch as the issue of collective bargaining is still pending before the NCMB.

In the resolution of labor cases, this Court has always been guided by the State policy enshrined in the Constitution that the rights of workers and the promotion of their welfare shall be protected. The Court is, likewise, guided by the goal of attaining industrial peace by the proper application of the law. Thus, it cannot favor one party, be it labor or management, in arriving at a just solution to a controversy if the party has no valid support to its claims. It is not within this Court's power to rule beyond the ambit of the law.[37]

WHEREFORE, the petition is DENIED.

SO ORDERED.

Carpio, (Chairperson), Nachura, Peralta, and Abad, JJ., concur.

[1] Rollo, pp. 435-460. Penned by Associate Justice Amy C. Lazaro-Javier with Associate Justice Francisco P. Acosta and Associate Justice Edgardo L. Delos Santos, concurring.

[2] Id. at 102-110.

[3] Id. at 112-117.

[4] Id. at 172-182.

[5] Id. at 514.

[6] Id. at 133-145.

[7] Id. at --436.

[8] Id. at 212.

[9] Id. at 437.

[10] Id. at 155.

[11] Id. at 156-157.

[12] Id. at -119-132.

[13] Id. at 193-203.

[14] Id. at 102-110.

[15] Id. at 112-117.

[16] Id. at 514.

[17] Id. at 621-670.

[18] Id. at 639.

[19] Id. at 659.

[20] Section 1. Petition for certiorari.

x x x x x x x x

The petition shall be accompanied by a certified true copy of the judgment, order, resolution subject thereof, copies of all pleadings and documents relevant and pertinent thereto, and a sworn certification of non-forum shopping as provided in the third paragraph of section 3, Rule 46.

[21] Section 3. Contents and filing of petition; effect of non-compliance with requirements. --- The petition shall contain the full names and actual addresses of all the petitioners and respondents. xxx

x x x x x x x x

It shall be filed in seven (7) clearly legible copies together with proof of service thereof on the respondent x x x.

[22] 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.

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

x x x x

(g) To violate the duty to bargain collectively as prescribed by this Code.

[24] Rollo, pp. 584-619.

[25] Id. at 615.

[26] Go v. Court of Appeals, G.R. 163745, August 24, 2007, 531 SCRA 158, 165-166, citing New Ever Marketing, Inc. v. Court of Appeals, G.R. No. 140555, July 14, 2005, 463 SCRA 284, 294.

[27] Rollo, pp. 65-100.

[28] Id. at 68.

[29] Id.

[30] OSM Shipping Philippines, Inc. v. National Labor Relations Commission, 446 Phil. 793, 803, (2003).

[31] Chavez v. Court of Appeals, G.R. No. 174356, January 20, 2010, 610 SCRA 399, 403, citing Cruz v. Caraos, G.R. No. 138208, April 23, 2007, 521 SCRA 510, 522 and Philippine National Construction Corporation v. Dy, G.R. No. 156887, October 3, 2005, 472 SCRA 1, 6.

[32] Rollo, pp. 348-364.

[33] 442 Phil. 499, 513 (2002).

[34] Tunay Na Pagkakaisa Ng Manggagawa Sa Asiabrewery v. Asia Brewery, Inc., G.R. No. 162025, August 3, 2010, citing Union of Filipino Employees-Drug, Food and Allied Industries Unions-Kilusang Mayo Uno v. Nestlé Philippines, Incorporated, G.R. Nos. 158930-31 & 158944-45, March 3, 2008, 547 SCRA 323, 335, citing San Miguel Corporation v. Del Rosario, G.R. Nos. 168194 & 168603, December 13, 2005, 477 SCRA 604, 619.

[35] Rollo, p. 600.

[36] Union of Filipino Employees-Drug, Food And Allied Industries Unions-Kilusang Mayo Uno (UFE-DFA-KMU) v. Nestlé Philippines, Incorporated, G.R. No. 158930-31, August 22, 2006, 499 SCRA 521, 548-549, citing *Chua v. Court of Appeals*, 312 Phil. 405, 411 (1995).

[37] *Samahang Manggagawa Sa Top Form Manufacturing United Workers of The Philippines (SMTFM-UWP) v. National Labor Relations Commission*, G.R. No. 113856, 356 Phil. 480, 497, (1998).

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