INSULAR HOTEL EMPLOYEES UNION-NFL, PETITIONER, VS. WATERFRONT INSULAR HOTEL DAVAO, RESPONDENT.

G.R. Nos. 174040-41. September 22, 2010

Ponente: PERALTA, J.

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PERALTA, J.:

Before this Court is a petition for review on certiorari,[1] under Rule 45 of the Rules of Court, seeking to set aside the Decision[2] dated October 11, 2005, and the Resolution[3] dated July 13, 2006 of the Court of Appeals (CA) in consolidated labor cases docketed as CA-G.R. SP No. 83831 and CA-G.R. SP No. 83657. Said Decision reversed the Decision[4] dated the April 5, 2004 of the Accredited Voluntary Arbitrator Rosalina L. Montejo (AVA Montejo).

The facts of the case, as culled from the records, are as follows:

On November 6, 2000, respondent Waterfront Insular Hotel Davao (respondent) sent the Department of Labor and Employment (DOLE), Region XI, Davao City, a Notice of Suspension of Operations[5] notifying the same that it will suspend its operations for a period of six months due to severe and serious business losses. In said notice, respondent assured the DOLE that if the company could not resume its operations within the six-month period, the company would pay the affected employees all the benefits legally due to them.

During the period of the suspension, Domy R. Rojas (Rojas), the President of Davao Insular Hotel Free Employees Union (DIHFEU-NFL), the recognized labor organization in Waterfront Davao, sent respondent a number of letters asking management to reconsider its decision.

In a letter[6] dated November 8, 2000, Rojas intimated that the members of the Union were determined to keep their jobs and that they believed they too had to help respondent, thus:

> x x x x
>
> Sir, we are determined to keep our jobs and push the Hotel up from sinking. We believe that we have to help in this (sic) critical times. Initially, we intend to suspend the re-negotiations of our CBA. We could talk further on possible adjustments on economic benefits, the details of which we are hoping to discuss with you or any of your emissaries. x x x[7]

In another letter[8] dated November 10, 2000, Rojas reiterated the Union's desire to help respondent, to wit:

> We would like to thank you for giving us the opportunity to meet [with] your representatives in order for us to air our sentiments and extend our helping hands for a possible reconsideration of the company's decision.
>
> The talks have enabled us to initially come up with a suggestion of solving the high cost on payroll.
>
> We propose that 25 years and above be paid their due retirement benefits and put their length of service to zero without loss of status of employment with a minimum hiring rate.
>
> Thru this scheme, the company would be able to save a substantial amount and reduce greatly the payroll costs

> without affecting the finance of the families of the employees because they will still have a job from where they could get their income.
>
> Moreover, we are also open to a possible reduction of some economic benefits as our gesture of sincere desire to help.
>
> We are looking forward to a more fruitful round of talks in order to save the hotel.[9]

In another letter[10] dated November 20, 2000, Rojas sent respondent more proposals as a form of the Union's gesture of their intention to help the company, thus:

> 1) Suspension of [the] CBA for ten years, No strike no lock-out shall be enforced.
>
> 2) Pay all the employees their benefits due, and put the length of service to zero with a minimum hiring rate. Payment of benefits may be on a staggered basis or as available.
>
> 3) Night premium and holiday pays shall be according to law. Overtime hours rendered shall be offsetted as practiced.
>
> 4) Reduce the sick leaves and vacation leaves to 15 days/15days.
>
> 5) Emergency leave and birthday off are hereby waived.
>
> 6) Duty meal allowance is fixed at P30.00 only. No more midnight snacks and double meal allowance. The cook drinks be stopped as practiced.
>
> 7) We will shoulder 50% of the group health insurance and family medical allowance be reduced to 1,500.00 instead of 3,000.00.
>
> 8) The practice of bringing home our uniforms for laundry be continued.
>
> 9) Fixed manning shall be implemented, the rest of manpower requirements maybe sourced thru WAP and casual hiring. Manpower for fixed manning shall be 145 rank-and-file union members.
>
> 10) Union will cooperate fully on strict implementation of house rules in order to attain desired productivity and discipline. The union will not tolerate problem members.
>
> 11) The union in its desire to be of utmost service would adopt multi-tasking for the hotel to be more competitive.
>
> It is understood that with the suspension of the CBA renegotiations, the same existing CBA shall be adopted and that all provisions therein shall remain enforced except for those mentioned in this proposal.
>
> These proposals shall automatically supersede the affected provisions of the CBA.[11]

In a handwritten letter[12] dated November 25, 2000, Rojas once again appealed to respondent for it to consider their proposals and to re-open the hotel. In said letter, Rojas stated that manpower for fixed manning shall be one hundred (100) rank-and-file Union members instead of the one hundred forty-five (145) originally proposed.

Finally, sometime in January 2001, DIHFEU-NFL, through Rojas, submitted to respondent a Manifesto[13] concretizing their earlier proposals.

After series of negotiations, respondent and DIHFEU-NFL, represented by its President, Rojas, and Vice-Presidents, Exequiel J. Varela Jr. and Avelino C. Bation, Jr., signed a Memorandum of Agreement[14] (MOA) wherein respondent agreed to re-open the hotel subject to certain concessions offered by DIHFEU-NFL in its Manifesto.

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Accordingly, respondent downsized its manpower structure to 100 rank-and-file employees as set forth in the terms of the MOA. Moreover, as agreed upon in the MOA, a new pay scale was also prepared by respondent.

The retained employees individually signed a "Reconfirmation of Employment"[15] which embodied the new terms and conditions of their continued employment. Each employee was assisted by Rojas who also signed the document.

On June 15, 2001, respondent resumed its business operations.

On August 22, 2002, Darius Joves (Joves) and Debbie Planas, claiming to be local officers of the National Federation of Labor (NFL), filed a Notice of Mediation[16] before the National Conciliation and Mediation Board (NCMB), Region XI, Davao City. In said Notice, it was stated that the Union involved was "DARIUS JOVES/DEBBIE PLANAS ET. AL, National Federation of Labor." The issue raised in said Notice was the "Diminution of wages and other benefits through unlawful Memorandum of Agreement."

On August 29, 2002, the NCMB called Joves and respondent to a conference to explore the possibility of settling the conflict. In the said conference, respondent and petitioner Insular Hotel Employees Union-NFL (IHEU-NFL), represented by Joves, signed a Submission Agreement[17] wherein they chose AVA Alfredo C. Olvida (AVA Olvida) to act as voluntary arbitrator. Submitted for the resolution of AVA Olvida was the determination of whether or not there was a diminution of wages and other benefits through an unlawful MOA. In support of his authority to file the complaint, Joves, assisted by Atty. Danilo Cullo (Cullo), presented several Special Powers of Attorney (SPA) which were, however, undated and unnotarized.

On September 2, 2002, respondent filed with the NCMB a Manifestation with Motion for a Second Preliminary Conference,[18] raising the following grounds:

> 1) The persons who filed the instant complaint in the name of the Insular Hotel Employees Union-NFL have no authority to represent the Union;
>
> 2) The individuals who executed the special powers of attorney in favor of the person who filed the instant complaint have no standing to cause the filing of the instant complaint; and
>
> 3) The existence of an intra-union dispute renders the filing of the instant case premature.[19]

On September 16, 2002, a second preliminary conference was conducted in the NCMB, where Cullo denied any existence of an intra-union dispute among the members of the union. Cullo, however, confirmed that the case was filed not by the IHEU-NFL but by the NFL. When asked to present his authority from NFL, Cullo admitted that the case was, in fact, filed by individual employees named in the SPAs. The hearing officer directed both parties to elevate the aforementioned issues to AVA Olvida.[20]

The case was docketed as Case No. AC-220-RB-11-09-022-02 and referred to AVA Olvida. Respondent again raised its objections, specifically arguing that the persons who signed the complaint were not the authorized representatives of the Union indicated in the Submission Agreement nor were they parties to the MOA. AVA Olvida directed respondent to file a formal motion to withdraw its submission to voluntary arbitration.

On October 16, 2002, respondent filed its Motion to Withdraw.[21] Cullo then filed an Opposition[22] where the same was captioned:

> NATIONAL FEDERATION OF LABOR
>
> And 79 Individual Employees, Union Members,
>
> Complainants,

-versus-

Waterfront Insular Hotel Davao,

Respondent.

In said Opposition, Cullo reiterated that the complainants were not representing IHEU-NFL, to wit:

x x x x

- Respondent must have been lost when it said that the individuals who executed the SPA have no standing to represent the union nor to assail the validity of Memorandum of Agreement (MOA). What is correct is that the individual complainants are not representing the union but filing the complaint through their appointed attorneys-in-fact to assert their individual rights as workers who are entitled to the benefits granted by law and stipulated in the collective bargaining agreement.[23]

On November 11, 2002, AVA Olvida issued a Resolution[24] denying respondent's Motion to Withdraw. On December 16, 2002, respondent filed a Motion for Reconsideration[25] where it stressed that the Submission Agreement was void because the Union did not consent thereto. Respondent pointed out that the Union had not issued any resolution duly authorizing the individual employees or NFL to file the notice of mediation with the NCMB.

Cullo filed a Comment/Opposition[26] to respondent's Motion for Reconsideration. Again, Cullo admitted that the case was not initiated by the IHEU-NFL, to wit:

The case was initiated by complainants by filling up Revised Form No. 1 of the NCMB duly furnishing respondent, copy of which is hereto attached as Annex "A" for reference and consideration of the Honorable Voluntary Arbitrator. There is no mention there of Insular Hotel Employees Union, but only National Federation of Labor (NFL). The one appearing at the Submission Agreement was only a matter of filling up the blanks particularly on the question there of Union; which was filled up with Insular Hotel Employees Union-NFL. There is nothing there that indicates that it is a complainant as the case is initiated by the individual workers and National Federation of Labor, not by the local union. The local union was not included as party-complainant considering that it was a party to the assailed MOA.[27]

On March 18, 2003, AVA Olvida issued a Resolution[28] denying respondent's Motion for Reconsideration. He, however, ruled that respondent was correct when it raised its objection to NFL as proper party-complainant, thus:

Anent to the real complainant in this instant voluntary arbitration case, the respondent is correct when it raised objection to the National Federation of Labor (NFL) and as proper party-complainants.

The proper party-complainant is INSULAR HOTEL EMPLOYEES UNION-NFL, the recognized and incumbent bargaining agent of the rank-and-file employees of the respondent hotel. In the submission agreement of the parties dated August 29, 2002, the party complainant written is INSULAR HOTEL EMPLOYEES UNION-NFL and not the NATIONAL FEDERATION OF LABOR and 79 other members.

However, since the NFL is the mother federation of the local union, and signatory to the existing CBA, it can represent the union, the officers, the members or union and officers or members, as the case may be, in all stages of proceedings in courts or administrative bodies provided that the issue of the case will involve labor-management relationship like in the case at bar.

The dispositive portion of the March 18, 2003 Resolution of AVA Olvida reads:

WHEREFORE, premises considered, the motion for reconsideration filed by respondent is DENIED. The resolution dated November 11, 2002 is modified in so far as the party-complainant is concerned; thus, instead of "National Federation of Labor and 79 individual employees, union members," shall be "Insular Hotel

> Employees Union-NFL et. al., as stated in the joint submission agreement dated August 29, 2002. Respondent is directed to comply with the decision of this Arbitrator dated November 11, 2002,
>
> No further motion of the same nature shall be entertained.[29]

On May 9, 2003, respondent filed its Position Paper Ad Cautelam,[30] where it declared, among others, that the same was without prejudice to its earlier objections against the jurisdiction of the NCMB and AVA Olvida and the standing of the persons who filed the notice of mediation.

Cullo, now using the caption "Insular Hotel Employees Union-NFL, Complainant," filed a Comment[31] dated June 5, 2003. On June 23, 2003, respondent filed its Reply.[32]

Later, respondent filed a Motion for Inhibition[33] alleging AVA Olvida's bias and prejudice towards the cause of the employees. In an Order[34] dated July 25, 2003, AVA Olvida voluntarily inhibited himself out of "delicadeza" and ordered the remand of the case to the NCMB.

On August 12, 2003, the NCMB issued a Notice requiring the parties to appear before the conciliator for the selection of a new voluntary arbitrator.

In a letter[35] dated August 19, 2003 addressed to the NCMB, respondent reiterated its position that the individual union members have no standing to file the notice of mediation before the NCMB. Respondent stressed that the complaint should have been filed by the Union.

On September 12, 2003, the NCMB sent both parties a Notice[36] asking them to appear before it for the selection of the new voluntary arbitrator. Respondent, however, maintained its stand that the NCMB had no jurisdiction over the case. Consequently, at the instance of Cullo, the NCMB approved ex parte the selection of AVA Montejo as the new voluntary arbitrator.

On April 5, 2004, AVA Montejo rendered a Decision[37] ruling in favor of Cullo, the dispositive portion of which reads:

> WHEREOF, in view of the all the foregoing, judgment is hereby rendered:
>
> 1. Declaring the Memorandum of Agreement in question as invalid as it is contrary to law and public policy;
>
> 2. Declaring that there is a diminution of the wages and other benefits of the Union members and officers under the said invalid MOA.
>
> 3. Ordering respondent management to immediately reinstate the workers wage rates and other benefits that they were receiving and enjoying before the signing of the invalid MOA;
>
> 4. Ordering the management respondent to pay attorney's fees in an amount equivalent to ten percent (10%) of whatever total amount that the workers union may receive representing individual wage differentials.
>
> As to the other claims of the Union regarding diminution of other benefits, this accredited voluntary arbitrator is of the opinion that she has no authority to entertain, particularly as to the computation thereof.
>
> SO ORDERED.[38]

Both parties appealed the Decision of AVA Montejo to the CA. Cullo only assailed the Decision in so far as it did not categorically order respondent to pay the covered workers their differentials in wages reckoned from the effectivity of the MOA up to the actual reinstatement of the reduced wages and benefits. Cullos' petition was docketed as CA-G.R. SP No. 83831. Respondent, for its part, questioned among others the jurisdiction of the NCMB. Respondent maintained that the MOA it had entered into with the officers of the Union was valid.

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Respondent's petition was docketed as CA-G.R. SP No. 83657. Both cases were consolidated by the CA.

On October 11, 2005, the CA rendered a Decision[39] ruling in favor of respondent, the dispositive portion of which reads:

> WHEREFORE, premises considered, the petition for review in CA-G.R. SP No. 83657 is hereby GRANTED, while the petition in CA-G.R. SP No. 83831 is DENIED. Consequently, the assailed Decision dated April 5, 2004 rendered by AVA Rosalina L. Montejo is hereby REVERSED and a new one entered declaring the Memorandum of Agreement dated May 8, 2001 VALID and ENFORCEABLE. Parties are DIRECTED to comply with the terms and conditions thereof.
>
> SO ORDERED.[40]

Aggrieved, Cullo filed a Motion for Reconsideration, which was, however, denied by the CA in a Resolution[41] dated July 13, 2006.

Hence, herein petition, with Cullo raising the following issues for this Court's resolution, to wit:

> I.
>
> WITH DUE RESPECT, THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS ERRORS IN FINDING THAT THE ACCREDITED VOLUNTARY ARBITRATOR HAS NO JURISDICTION OVER THE CASE SIMPLY BECAUSE THE NOTICE OF MEDIATION DOES NOT MENTION THE NAME OF THE LOCAL UNION BUT ONLY THE AFFILIATE FEDERATION THEREBY DISREGARDING THE SUBMISSION AGREEMENT DULY SIGNED BY THE PARTIES AND THEIR LEGAL COUNSELS THAT MENTIONS THE NAME OF THE LOCAL UNION.
>
> II.
>
> WITH DUE RESPECT, THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS ERROR BY DISREGARDING THE PROVISIONS OF THE CBA SIMPLY BECAUSE IT BELIEVED THE UNPROVEN ALLEGATIONS OF RESPONDENT HOTEL THAT IT WAS SUFFERING FROM FINANCIAL CRISIS.
>
> III.
>
> THE HONORABLE COURT OF APPEALS MUST HAVE SERIOUSLY ERRED IN CONCLUDING THAT ARTICLE 100 OF THE LABOR CODE APPLIES ONLY TO BENEFITS ENJOYED PRIOR TO THE ADOPTION OF THE LABOR CODE WHICH, IN EFFECT, ALLOWS THE DIMINUTION OF THE BENEFITS ENJOYED BY EMPLOYEES FROM ITS ADOPTION HENCEFORTH.[42]

The petition is not meritorious.

Anent the first error raised, Cullo argues that the CA erred when it overlooked the fact that before the case was submitted to voluntary arbitration, the parties signed a Submission Agreement which mentioned the name of the local union and not only NFL. Cullo, thus, contends that the CA committed error when it ruled that the voluntary arbitrator had no jurisdiction over the case simply because the Notice of Mediation did not state the name of the local union thereby disregarding the Submission Agreement which states the names of local union as Insular Hotel Employees Union-NFL.[43]

In its Memorandum,[44] respondent maintains its position that the NCMB and Voluntary Arbitrators had no jurisdiction over the complaint. Respondent, however, now also contends that IHEU-NFL is a non-entity since it is DIHFEU-NFL which is considered by the DOLE as the only registered union in Waterfront Davao.[45] Respondent argues that the Submission Agreement does not name the local union DIHFEU-NFL and that it had

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timely withdrawn its consent to arbitrate by filing a motion to withdraw.

A review of the development of the case shows that there has been much confusion as to the identity of the party which filed the case against respondent. In the Notice of Mediation[46] filed before the NCMB, it stated that the union involved was "DARIUS JOVES/DEBBIE PLANAS ET. AL., National Federation of Labor." In the Submission Agreement,[47] however, it stated that the union involved was "INSULAR HOTEL EMPLOYEES UNION-NFL."

Furthermore, a perusal of the records would reveal that after signing the Submission Agreement, respondent persistently questioned the authority and standing of the individual employees to file the complaint. Cullo then clarified in subsequent documents captioned as "National Federation of Labor and 79 Individual Employees, Union Members, Complainants" that the individual complainants are not representing the union, but filing the complaint through their appointed attorneys-in-fact.[48] AVA Olvida, however, in a Resolution dated March 18, 2003, agreed with respondent that the proper party-complainant should be INSULAR HOTEL EMPLOYEES UNION-NFL, to wit:

> x x x In the submission agreement of the parties dated August 29, 2002, the party complainant written is INSULAR HOTEL EMPLOYEES UNION-NFL and not the NATIONAL FEDERATION OF LABOR and 79 other members.[49]

The dispositive portion of the Resolution dated March 18, 2003 of AVA Olvida reads:

> WHEREFORE, premises considered, the motion for reconsideration filed by respondent is DENIED. The resolution dated November 11, 2002, is modified in so far as the party complainant is concerned, thus, instead of "National Federation of Labor and 79 individual employees, union members," shall be "Insular Hotel Employees Union-NFL et. al., as stated in the joint submission agreement dated August 29, 2002. Respondent is directed to comply with the decision of this Arbitrator dated November 11, 2002.[50]

After the March 18, 2003 Resolution of AVA Olvida, Cullo adopted "Insular Hotel Employees Union-NFL et. al., Complainant" as the caption in all his subsequent pleadings. Respondent, however, was still adamant that neither Cullo nor the individual employees had authority to file the case in behalf of the Union.

While it is undisputed that a submission agreement was signed by respondent and "IHEU-NFL," then represented by Joves and Cullo, this Court finds that there are two circumstances which affect its validity: first, the Notice of Mediation was filed by a party who had no authority to do so; second, that respondent had persistently voiced out its objection questioning the authority of Joves, Cullo and the individual members of the Union to file the complaint before the NCMB.

Procedurally, the first step to submit a case for mediation is to file a notice of preventive mediation with the NCMB. It is only after this step that a submission agreement may be entered into by the parties concerned.

Section 3, Rule IV of the NCMB Manual of Procedure provides who may file a notice of preventive mediation, to wit:

> Who may file a notice or declare a strike or lockout or request preventive mediation. -
>
> Any certified or duly recognized bargaining representative may file a notice or declare a strike or request for preventive mediation in cases of bargaining deadlocks and unfair labor practices. The employer may file a notice or declare a lockout or request for preventive mediation in the same cases. In the absence of a certified or duly recognized bargaining representative, any legitimate labor organization in the establishment may file a notice, request preventive mediation or declare a strike, but only on grounds of unfair labor practice.

From the foregoing, it is clear that only a certified or duly recognized bargaining agent may file a notice or request for preventive mediation. It is curious that even Cullo himself admitted, in a number of pleadings, that the case was filed not by the Union but by individual members thereof. Clearly, therefore, the NCMB had no jurisdiction to entertain the notice filed before it.

Even though respondent signed a Submission Agreement, it had, however, immediately manifested its desire to withdraw from the proceedings after it became apparent that the Union had no part in the complaint. As a matter of fact, only four days had lapsed after the signing of the Submission Agreement when respondent called the attention of AVA Olvida in a "Manifestation with Motion for a Second Preliminary Conference"[51] that the persons who filed the instant complaint in the name of Insular Hotel Employees Union-NFL had no authority to represent the Union. Respondent cannot be estopped in raising the jurisdictional issue, because it is basic that the issue of jurisdiction may be raised at any stage of the proceedings, even on appeal, and is not lost by waiver or by estoppel.

In Figueroa v. People,[52] this Court explained that estoppel is the exception rather than the rule, to wit:

> Applying the said doctrine to the instant case, the petitioner is in no way estopped by laches in assailing the jurisdiction of the RTC, considering that he raised the lack thereof in his appeal before the appellate court. At that time, no considerable period had yet elapsed for laches to attach. True, delay alone, though unreasonable, will not sustain the defense of "estoppel by laches" unless it further appears that the party, knowing his rights, has not sought to enforce them until the condition of the party pleading laches has in good faith become so changed that he cannot be restored to his former state, if the rights be then enforced, due to loss of evidence, change of title, intervention of equities, and other causes. In applying the principle of estoppel by laches in the exceptional case of Sibonghanoy, the Court therein considered the patent and revolting inequity and unfairness of having the judgment creditors go up their Calvary once more after more or less 15 years.The same, however, does not obtain in the instant case.
>
> We note at this point that estoppel, being in the nature of a forfeiture, is not favored by law. It is to be applied rarely--only from necessity, and only in extraordinary circumstances. The doctrine must be applied with great care and the equity must be strong in its favor.When misapplied, the doctrine of estoppel may be a most effective weapon for the accomplishment of injustice. x x x (Italics supplied.)[53]

The question to be resolved then is, do the individual members of the Union have the requisite standing to question the MOA before the NCMB? On this note, Tabigue v. International Copra Export Corporation (INTERCO)[54] is instructive:

> Respecting petitioners' thesis that unsettled grievances should be referred to voluntary arbitration as called for in the CBA, the same does not lie.The pertinent portion of the CBA reads:
>
> In case of any dispute arising from the interpretation or implementation of this Agreement or any matter affecting the relations of Labor and Management, the UNION and the COMPANY agree to exhaust all possibilities of conciliation through the grievance machinery. The committee shall resolve all problems submitted to it within fifteen (15) days after the problems ha[ve] been discussed by the members. If the dispute or grievance cannot be settled by the Committee, or if the committee failed to act on the matter within the period of fifteen (15) days herein stipulated, the UNION and the COMPANY agree to submit the issue to Voluntary Arbitration. Selection of the arbitrator shall be made within seven (7) days from the date of notification by the aggrieved party. The Arbitrator shall be selected by lottery from four (4) qualified individuals nominated by in equal numbers by both parties taken from the list of Arbitrators prepared by the National Conciliation and Mediation Board (NCMB). If the Company and the Union representatives within ten (10) days fail to agree on the Arbitrator, the NCMB shall name the Arbitrator. The decision of the Arbitrator shall be final and binding upon the parties. However, the Arbitrator shall not have the authority to change any

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> provisions of the Agreement.The cost of arbitration shall be borne equally by the parties.

Petitioners have not, however, been duly authorized to represent the union. Apropos is this Court's pronouncement in Atlas Farms, Inc. v. National Labor Relations Commission, viz:

> x x x Pursuant to Article 260 of the Labor Code, the parties to a CBA shall name or designate their respective representatives to the grievance machinery and if the grievance is unsettled in that level, it shall automatically be referred to the voluntary arbitrators designated in advance by parties to a CBA. Consequently, only disputes involving the union and the company shall be referred to the grievance machinery or voluntary arbitrators. (Emphasis and underscoring supplied.)[55]

If the individual members of the Union have no authority to file the case, does the federation to which the local union is affiliated have the standing to do so? On this note, Coastal Subic Bay Terminal, Inc. v. Department of Labor and Employment[56] is enlightening, thus:

> x x x A local union does not owe its existence to the federation with which it is affiliated. It is a separate and distinct voluntary association owing its creation to the will of its members. Mere affiliation does not divest the local union of its own personality, neither does it give the mother federation the license to act independently of the local union. It only gives rise to a contract of agency, where the former acts in representation of the latter. Hence, local unions are considered principals while the federation is deemed to be merely their agent. x x x[57]

Based on the foregoing, this Court agrees with approval with the disquisition of the CA when it ruled that NFL had no authority to file the complaint in behalf of the individual employees, to wit:

> Anent the first issue, We hold that the voluntary arbitrator had no jurisdiction over the case. Waterfront contents that the Notice of Mediation does not mention the name of the Union but merely referred to the National Federation of Labor (NFL) with which the Union is affiliated. In the subsequent pleadings, NFL's legal counsel even confirmed that the case was not filed by the union but by NFL and the individual employees named in the SPAs which were not even dated nor notarized.
>
> Even granting that petitioner Union was affiliated with NFL, still the relationship between that of the local union and the labor federation or national union with which the former was affiliated is generally understood to be that of agency, where the local is the principal and the federation the agency. Being merely an agent of the local union, NFL should have presented its authority to file the Notice of Mediation. While We commend NFL's zealousness in protecting the rights of lowly workers, We cannot, however, allow it to go beyond what it is empowered to do.
>
> As provided under the NCMB Manual of Procedures, only a certified or duly recognized bargaining representative and an employer may file a notice of mediation, declare a strike or lockout or request preventive mediation. The Collective Bargaining Agreement (CBA), on the other, recognizes that DIHFEU-NFL is the exclusive bargaining representative of all permanent employees. The inclusion of the word "NFL" after the name of the local union merely stresses that the local union is NFL's affiliate. It does not, however, mean that the local union cannot stand on its own. The local union owes its creation and continued existence to the will of its members and not to the federation to which it belongs. The spring cannot rise higher than its source, so to speak.[58]

In its Memorandum, respondent contends that IHEU-NFL is a non-entity and that DIHFEU-NFL is the only recognized bargaining unit in their establishment. While the resolution of the said argument is already moot and academic given the discussion above, this Court shall address the same nevertheless.

While the November 16, 2006 Certification[59] of the DOLE clearly states that "IHEU-NFL" is not a registered labor organization, this Court finds that respondent is estopped from questioning the same as it did not raise the said issue in the proceedings before the NCMB and the Voluntary Arbitrators. A perusal of the records reveals

that the main theory posed by respondent was whether or not the individual employees had the authority to file the complaint notwithstanding the apparent non-participation of the union. Respondent never put in issue the fact that DIHFEU-NFL was not the same as IHEU-NFL. Consequently, it is already too late in the day to assert the same.

Anent the second issue raised by Cullo, the same is again without merit.

Cullo contends that respondent was not really suffering from serious losses as found by the CA. Cullo anchors his position on the denial by the Wage Board of respondent's petition for exemption from Wage Order No. RTWPB-X1-08 on the ground that it is a distressed establishment.[60] In said denial, the Board ruled:

> A careful analysis of applicant's audited financial statements showed that during the period ending December 31, 1999, it registered retained earnings amounting to P8,661,260.00. Applicant's interim financial statements for the quarter ending June 30, 2000 cannot be considered, as the same was not audited. Accordingly, this Board finds that applicant is not qualified for exemption as a distressed establishment pursuant to the aforecited criteria.[61]

In its Decision, the CA held that upholding the validity of the MOA would mean the continuance of the hotel's operation and financial viability, to wit:

> x x x We cannot close Our eyes to the impending financial distress that an employer may suffer should the terms of employment under the said CBA continue.
>
> If indeed We are to tilt the balance of justice to labor, then We would be inclined to favor for the nonce petitioner Waterfront. To uphold the validity of the MOA would mean the continuance of the hotel's operation and financial viability. Otherwise, the eventual permanent closure of the hotel would only result to prejudice of the employees, as a consequence thereof, will necessarily lose their jobs.[62]

In its petition before the CA, respondent submitted its audited financial statements[63] which show that for the years 1998, 1999, until September 30, 2000, its total operating losses amounted to P48,409,385.00. Based on the foregoing, the CA was not without basis when it declared that respondent was suffering from impending financial distress. While the Wage Board denied respondent's petition for exemption, this Court notes that the denial was partly due to the fact that the June 2000 financial statements then submitted by respondent were not audited. Cullo did not question nor discredit the accuracy and authenticity of respondent's audited financial statements. This Court, therefore, has no reason to question the veracity of the contents thereof. Moreover, it bears to point out that respondent's audited financial statements covering the years 2001 to 2005 show that it still continues to suffer losses.[64]

Finally, anent the last issue raised by Cullo, the same is without merit.

Cullo argues that the CA must have erred in concluding that Article 100 of the Labor Code applies only to benefits already enjoyed at the time of the promulgation of the Labor Code.

Article 100 of the Labor Code provides:

> PROHIBITION AGAINST ELIMINATION OR DIMINUTION OF BENEFITS- Nothing in this Book shall be construed to eliminate or in any way diminish supplements, or other employee benefits being enjoyed at the time of the promulgation of this Code.

On this note, Apex Mining Company, Inc. v. NLRC[65] is instructive, to wit:

> Clearly, the prohibition against elimination or diminution of benefits set out in Article 100 of the Labor Code is specifically concerned with benefits already enjoyed at the time of the promulgation of the Labor Code. Article 100 does not, in other words, purport to apply to situations arising after the promulgation date of the

> Labor Code x x x.[66]

Even assuming arguendo that Article 100 applies to the case at bar, this Court agrees with respondent that the same does not prohibit a union from offering and agreeing to reduce wages and benefits of the employees. In Rivera v. Espiritu,[67] this Court ruled that the right to free collective bargaining, after all, includes the right to suspend it, thus:

> A CBA is "a contract executed upon request of either the employer or the exclusive bargaining representative incorporating the agreement reached after negotiations with respect to wages, hours of work and all other terms and conditions of employment, including proposals for adjusting any grievances or questions arising under such agreement." The primary purpose of a CBA is the stabilization of labor-management relations in order to create a climate of a sound and stable industrial peace. In construing a CBA, the courts must be practical and realistic and give due consideration to the context in which it is negotiated and the purpose which it is intended to serve.
>
> The assailed PAL-PALEA agreement was the result of voluntary collective bargaining negotiations undertaken in the light of the severe financial situation faced by the employer, with the peculiar and unique intention of not merely promoting industrial peace at PAL, but preventing the latter's closure. We find no conflict between said agreement and Article 253-A of the Labor Code. Article 253-A has a two-fold purpose. One is to promote industrial stability and predictability. Inasmuch as the agreement sought to promote industrial peace at PAL during its rehabilitation, said agreement satisfies the first purpose of Article 253-A. The other is to assign specific timetables wherein negotiations become a matter of right and requirement. Nothing in Article 253-A, prohibits the parties from waiving or suspending the mandatory timetables and agreeing on the remedies to enforce the same.
>
> In the instant case, it was PALEA, as the exclusive bargaining agent of PAL's ground employees, that voluntarily entered into the CBA with PAL. It was also PALEA that voluntarily opted for the 10-year suspension of the CBA. Either case was the union's exercise of its right to collective bargaining. The right to free collective bargaining, after all, includes the right to suspend it.[68]

Lastly, this Court is not unmindful of the fact that DIHFEU-NFL's Constitution and By-Laws specifically provides that "the results of the collective bargaining negotiations shall be subject to ratification and approval by majority vote of the Union members at a meeting convened, or by plebiscite held for such special purpose."[69] Accordingly, it is undisputed that the MOA was not subject to ratification by the general membership of the Union. The question to be resolved then is, does the non-ratification of the MOA in accordance with the Union's constitution prove fatal to the validity thereof?

It must be remembered that after the MOA was signed, the members of the Union individually signed contracts denominated as "Reconfirmation of Employment."[70] Cullo did not dispute the fact that of the 87 members of the Union, who signed and accepted the "Reconfirmation of Employment," 71 are the respondent employees in the case at bar. Moreover, it bears to stress that all the employees were assisted by Rojas, DIHFEU-NFL's president, who even co-signed each contract.

Stipulated in each Reconfirmation of Employment were the new salary and benefits scheme. In addition, it bears to stress that specific provisions of the new contract also made reference to the MOA. Thus, the individual members of the union cannot feign knowledge of the execution of the MOA. Each contract was freely entered into and there is no indication that the same was attended by fraud, misrepresentation or duress. To this Court's mind, the signing of the individual "Reconfirmation of Employment" should, therefore, be deemed an implied ratification by the Union members of the MOA.

In Planters Products, Inc. v. NLRC,[71] this Court refrained from declaring a CBA invalid notwithstanding that

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the same was not ratified in view of the fact that the employees had enjoyed benefits under it, thus:

> Under Article 231 of the Labor Code and Sec. 1, Rule IX, Book V of the Implementing Rules, the parties to a collective [bargaining] agreement are required to furnish copies of the appropriate Regional Office with accompanying proof of ratification by the majority of all the workers in a bargaining unit. This was not done in the case at bar. But we do not declare the 1984-1987 CBA invalid or void considering that the employees have enjoyed benefits from it. They cannot receive benefits under provisions favorable to them and later insist that the CBA is void simply because other provisions turn out not to the liking of certain employees. x x x. Moreover, the two CBAs prior to the 1984-1987 CBA were not also formally ratified, yet the employees are basing their present claims on these CBAs. It is iniquitous to receive benefits from a CBA and later on disclaim its validity.[72]

Applied to the case at bar, while the terms of the MOA undoubtedly reduced the salaries and certain benefits previously enjoyed by the members of the Union, it cannot escape this Court's attention that it was the execution of the MOA which paved the way for the re-opening of the hotel, notwithstanding its financial distress. More importantly, the execution of the MOA allowed respondents to keep their jobs. It would certainly be iniquitous for the members of the Union to sign new contracts prompting the re-opening of the hotel only to later on renege on their agreement on the fact of the non-ratification of the MOA.

In addition, it bears to point out that Rojas did not act unilaterally when he negotiated with respondent's management. The Constitution and By-Laws of DIHFEU-NFL clearly provide that the president is authorized to represent the union on all occasions and in all matters in which representation of the union may be agreed or required.[73] Furthermore, Rojas was properly authorized under a Board of Directors Resolution[74] to negotiate with respondent, the pertinent portions of which read:

> SECRETARY's CERTIFICATE
>
> I, MA. SOCORRO LISETTE B. IBARRA, x x x, do hereby certify that, at a meeting of the Board of Directors of the DIHFEU-NFL, on 28 Feb. 2001 with a quorum duly constituted, the following resolutions were unanimously approved:
>
> RESOLVED, as it is hereby resolved that the Manifesto dated 25 Feb. 2001 be approved ratified and adopted;
>
> RESOLVED, FURTHER, that Mr. Domy R. Rojas, the president of the DIHFEU-NFL, be hereby authorized to negotiate with Waterfront Insular Hotel Davao and to work for the latter's acceptance of the proposals contained in DIHFEU-NFL Manifesto; and
>
> RESOLVED, FINALLY, that Mr. Domy R. Rojas is hereby authorized to sign any and all documents to implement, and carry into effect, his foregoing authority.[75]

Withal, while the scales of justice usually tilt in favor of labor, the peculiar circumstances herein prevent this Court from applying the same in the instant petition. Even if our laws endeavor to give life to the constitutional policy on social justice and on the protection of labor, it does not mean that every labor dispute will be decided in favor of the workers. The law also recognizes that management has rights which are also entitled to respect and enforcement in the interest of fair play.[76]

WHEREFORE, premises considered, the petition is DENIED. The Decision dated October 11, 2005, and the Resolution dated July 13, 2006 of the Court of Appeals in consolidated labor cases docketed as CA-G.R. SP No. 83831 and CA-G.R. SP No. 83657, are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Velasco, Jr., [*]Bersamin, [**] and Abad, JJ., concur.

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[*] Designated as an additional member in lieu of Associate Justice Antonio Eduardo B. Nachura per Special Order No. 883 dated September 1, 2010.

[**] Designated as an additional member in lieu of Associate Justice Jose Catral Mendoza per Special Order No. 886 dated September 1, 2010.

[1] Rollo, pp. 7-63.

[2] Penned by Associate Justice Rodrigo F. Lim, Jr., with Associate Justices Teresita Dy-Liacco Flores and Ramon R. Garcia concurring; id. at 66-82.

[3] Id. at 84-85.

[4] Rollo, pp. 86-96.

[5] CA rollo, Vol. 1, p. 342.

[6] Rollo, p. 558.

[7] Id.

[8] Id. at 559.

[9] Id.

[10] Id. at 560-561.

[11] Id.

[12] Id. at 562-563.

[13] CA rollo, Vol. 1, pp. 362-364.

MANIFESTO

On behalf of all its members, the Davao Insular Hotel Free Employees' Union-National Federation of Labor (the "Union"), hereby declares:

WHEREAS, the Union recognizes and admits that the Davao Insular Hotel (the "Hotel"), in the sound exercise of its managerial prerogatives, has temporarily ceased its operations on December 7, 2000, due to substantial economic losses;

WHEREAS, the Union acknowledges that the heavy losses experienced by the Hotel were basically brought about by several factors, one of which is the huge payroll cost;

NOW, THEREFORE, to uplift and revive the Hotel's financial viability, and, thus encourage the Hotel to resume its operations, the Union hereby submits to the Hotel the following proposals:

A. RETIREMENT & REDUCED BENEFITS:

- Retirement. - The Hotel shall pay all employees qualified to retire their retirement benefits under the terms and conditions of the existing Collective Bargaining Agreement (CBA) and retrench those not yet qualified. Retired employees who may later on be rehired by the Hotel shall be considered as newly hired employees and are entitled to applicable existing minimum wage rates. As such, they hereby expressly waive any right that they may have with respect to their length of service.

- Overtime and Holiday Pay. - Night shift differential premium and holiday pay shall be paid in accordance with the provisions of the Labor Code. Offsetting of overtime shall be continued.

- Leaves. - Vacation and sick leave periods shall be limited to a maximum of ten (10) days each, while emergency and birthday leaves are hereby expressly waived.

- Duty Meal Privileges. - Meal allowance shall be reduced to P30.00 per duty. Midnight snacks, double meal allowance and cooks' drinks shall no longer be allowed.

- Corporate Group Healthcare Programs. - Only one (1) person shall be covered by the healthcare program. Family medical allowance shall be reduced to P1,500.00 per year.

- Uniforms Laundry. - The practice of bringing home employees' uniforms for washing shall be continued.

- Other Terms and Conditions. - The standards prescribed in the Labor Code of the Philippines shall be observed as regards all other terms and conditions of employment not specifically mentioned in this Manifesto.

B. RESTRUCTURE OF MANPOWER

- Hiring Procedure. - Within the first year of its re-opening, the Hotel shall rehire eighty (80 employees with regular status at the time of the Hotel's closure. After the first year of operations, if management should deem fit, ten (10) more employees with regular status at the time of closure may be rehired provided that the Hotel achieves an owner's profit (net profit) within the same period. In the event of increased owner's profits, the Hotel may again increase the number of its employees by rehiring employees presently with regular status. Notwithstanding the foregoing provisions, the Hotel may, in its discretion, fill up its other manning requirements in excess of the eighty (80) rehired employees from an independent recruitment agency.

- Salary Scale. - The Union hereby abandons the existing pay scale. Thus, the respective salaries of the eighty (80) rehired employees shall be in accordance with a new scheme to be devised by the Hotel.

C. MISCELLANEOUS

- Industrial Peace. - The Union agrees not to cause, conduct or support any form of strike within the next ten (10) years of the Hotel's operations. It likewise agrees to treat the present Collective Bargaining Agreement as inoperative within the same period insofar as the economic provisions are concerned. Upon the lapse of the above period, at which time the term of the Collective Bargaining Agreement shall be deemed to have lapsed, the parties may negotiate for a new Collective Bargaining Agreement.

- Disciplinary Committee. - The Hotel shall establish a disciplinary committee which will decide disciplinary cases involving violations of the Hotel's House Rules and Regulations. The committee shall be composed of eight persons, four (4) of whom shall be members of the management, while the remaining four (4) shall be members of the Union. The members of the committee shall choose a presiding officer among themselves. The findings of the committee shall be forwarded to the Human Relations Department Manager, who shall give his recommendations

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to the General Manager. The decision of the General Manager shall be final and immediately executory.

- Multi-Tasking and Multi-Skilled Employees. - Rehired employees shall be trained to perform multi-tasking jobs.

- Non-intervention of the Union. - The Union further undertakes not to intervene in any matter that is primarily within the exclusive discretion of the Hotel management, such as, but not limited to, the grant of business concessions within the Hotel.

[14] CA rollo, Vol., pp. 366-371.

MEMORANDUM OF AGREEMENT

Know All Men By These Presents:

This Memorandum of Agreement, entered into this day of May 08 2001 at Cebu City, Philippines, by and between:

DAVAO INSULAR HOTEL, COMPANY, INC., a corporation duly organized and existing under the laws of the Philippines and doing business under the name and style: "Waterfront Insular Hotel Davao," hereinafter "Hotel";

-and-

DAVAO INSULAR HOTEL FREE EMPLOYEES' UNION-NATIONAL FEDERATION OF LABOR (DIHFEUNFL), the duly recognized exclusive bargaining agent among the rank-and-file employees of the Hotel; hereinafter the "Union"

W I T N E S S E T H :

WHEREAS, due to severe economic losses, the Hotel was constrained to temporarily cease operations on December 7, 2000.

WHEREAS, the Union acknowledges and admits that the closure of the Hotel was in accordance with the sound, valid, and good faith exercise of the Hotel's managerial prerogatives, and that the heavy business losses experienced by the Hotel were brought about by factors that actually exist, one which is the huge payroll cost;

WHEREAS, the parties recognize that a condition precedent to the Hotel's resumption of business operations is its ability to remain financially viable during the first ten (10) years following its resumption of operations;

WHEREAS, the parties acknowledge that the Hotel's financial viability can only be achieved by a comprehensive reorganization of its system of operations;

WHEREAS, on January 6, 2001, the economic provisions of the Collective Bargaining Agreement dated January 6, 1998 (hereinafter, the "CBA") between the Hotel and the Union are due for re-negotiation; WHEREAS, the Union, through a Manifesto dated February 24, 2001, in an effort to help the Hotel achieve financial viability for purposes of resuming its business operations and avoiding permanent closure, initiated the re-negotiation of the economic provisions of the CBA by offering reduced employee benefits;

NOW, THEREFORE, in view of the foregoing premises, the parties, pursuant to Section 2 of Article XXVI of the CBA, hereby agree to the following amendments to the CBA:

A. TENURE AND PRIORITY OF EMPLOYMENT (Article III)

The following shall be introduced as Sections 5, 6 and 7 under Article II of the CBA:

Section 5. Reduction of Personnel. - To help reduce the Hotel's payroll cost upon its resumption of operations,

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the parties hereby agrees to the retention of 100 rank-and file personnel with regular status at the time of the temporary closure of the hotel. Employees excluded by the parties may avail of their retirement benefits in accordance with the terms and conditions of Article XXIII of this Agreement.

Section 6. Multi-Tasking and Multi-Skilled Employees. - Retained employees shall be trained to perform multi-tasking jobs.

Section 7. Hiring Procedure. - Within the first year or resumption of its operations and provided that it achieves an owner's profit (net profit), the Hotel may, if management should deem fit, source its manpower requirements from among those excluded employees mentioned in the immediately preceding paragraph, or any qualified member/s of their immediate families in accordance with Section 4, Article III of the CBA. However, this provision shall not in any way preclude the Hotel, in the valid exercise of its management prerogative, from filling up its other manning requirements, in excess of the one hundred (100) retained employees, from an independent recruitment agency or elsewhere.

B. RIGHTS AND DUTIES (Article IV)

Sections 1 and 2a of Article IV of the CBA are hereby amended to read as follows:

Section 1. Industrial Peace - The Union agrees not to cause, conduct or support any form of strike within the next ten (10 years following the Hotel's resumption of operations.

Section 2a. Non-intervention of the Union - The Union further undertakes not to intervene in any matter that is primarily within the exclusive discretion of the Hotel management, such as, but not limited to, the grant of business concessions within the Hotel.

The following provisions are hereby incorporated as Sections 2b and 2c under Article IV of the CBA:

2b. Disciplinary Action - NO employee shall be subjected to disciplinary action without due process and without just cause.

2c. Disciplinary Committee - The Hotel shall establish a disciplinary committee that will decide disciplinary cases involving employees' violations of the Hotel's House Rules and regulations. The committee shall be composed of eight (8) members, four of whom shall represent management, while the remaining four shall be members-representatives of the Union. The members of the committee shall choose a presiding officer among themselves. The findings of the committee shall be forwarded to the Human Resources Department Manager, who shall give his recommendations to the General Manager, shall become immediately final and executory.

C. COMPENSATION (Article V)

Section 4 and Section 5 of Article V of the CBA are hereby amended as follows:

Section 4a. Salary Scale - The salary scale of the retired rank-and file employees shall be in accordance with a new compensation scheme to be determined by the Hotel, which shall in no case be less than the existing minimum rates prescribed by the Regional Tripartite Wages and Productivity Board.

Section 5. Duty Meals - Meal allowance for regular employee shall be Thirty Pesos (P30.00) per duty.

Sections 5a and 5b under Article V are hereby expressly repealed.

D. WORK SCHEDULE, OVERTIME, NIGHT DIFFERENTIAL (Article VI)

Sections 1a, 2, 2b, and 4 of Article VI are hereby amended to read as follows:

Section 1a. Additional Rates - Employees requested for duty during his day off shall be paid his rest day premium in accordance with the requirements of the provisions of the Labor Code.

Section 2. Overtime Work - Overtime premiums shall be determined in accordance with the requirements of the provisions of the Labor Code. Offsetting of overtime shall be continued.

Section 4. Nightshift Differential - Payment of night shift differential premium shall be in accordance with the requirements of the provisions of the Labor Code.

E. HEALTH BENEFITS (Article VIII)

Section 2 of Article VIII is hereby amended to read as follows:

Section 2. Medical Allowance - The employee shall charge the cost of medicine and/or medical assistance incurred by him up to the amount of P1,500.00 per year.

F. UNIFORM (Article IX)

The following provision shall be introduced under Article IX as Section 5:

Section 5. Uniforms Laundry - Laundry of uniforms shall be the sole responsibility of the employees and shall be done outside the Hotel premises.

G. VACATION LEAVE (Article XI)

Section 1 of Article XI are hereby amended to read as follows:

Section 1. Number of Days Vacation Leave - Employees who have rendered at least one year of continuous service shall be entitled to a vacation leave of ten (10) working days after each completed year of service.

Sections 1a and 1b are hereby repealed.

H. SICK LEAVE (Article XII)

Section 1a of Article XII is hereby amended to read as follows;

Section 1a. Number of Days Sick Leave - Employees shall be granted ten (10) working days sick leave with pay per year.

Unused sick leave at the end of each year shall be 100% convertible to cash.

I. EMERGENCY LEAVE (Article XXIII)

The following provisions shall be introduced as Section 6 under Article XXIII of the CBA:

Article XIII of the CBA on Emergency Leave is hereby expressly repealed.

x x x x

K. AMENDMENTS, DISSEMINATION, DURATION RENEWAL (Article XXVI)

Section 1 of Article XXVI of the CBA shall be amended to read as follows:

Section 1. Effectivity and Duration - This Agreement, as amended, shall be in full force and effect immediately upon its execution by the parties. The Union expressly waives its rights to renegotiate the wages and all other provisions contained in the Agreement, as amended, for a period of ten (10) years following the Hotel's resumption of operations.

The following provisions shall be introduced under Article XXVI of the CBA as Sections 5 and 6:

Section 5. Separability Clause - Should any of the above provisions be hereinafter declared invalid, the other provisions unaffected thereby shall continue to remain in full force and effect.

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> Section 6. Repealing Clause - All terms and conditions of the Agreement inconsistent with the foregoing provisions shall be deemed superseded and repealed by the provisions hereof.
>
> IN WITNESS WHEREOF. The parties have hereunto affixed their signature this on the date and at the place mentioned above.

[15] See rollo, pp. 596-770.

[16] CA rollo, Vol. 1, pp. 110-111.

[17] Id. at 112.

[18] Id. at 113- 115.

[19]Id. at 113.

[20] Rollo, p. 71.

[21] CA rollo,Vol. 1, pp. 117-119.

[22] Id. at 123-125.

[23] Id. at 123. (Emphasis supplied).

[24] Id. at 78-82.

[25] Id. at 251-268.

[26] Id. at 283-304.

[27] Id. at 288.

[28] Id. at 83-88.

[29] Id. at 88.

[30] Id. at 317-341.

[31] Id. at 380-405.

[32] Id. at 406-424.

[33] CA rollo, Vol. 2, pp. 620-632.

[34] Id. at 675.

[35] Id. at 676-677.

[36] Id. at 678.

[37] CA rollo, Vol. 1, pp. 89-100.

[38] Id. at 100.

[39] Rollo, pp. 66-82.

[40] Id. at 81.

[41] Id. at 84-85.

[42] Id. at 47-48.

[43] Id. at 48.

[44] Id. at 877-906.

[45] See DOLE Certification dated November 16, 2006, id. at 551.

[46] CA rollo, Vol. 1, pp. 110-111.

[47] Id. at 112.

[48] See Opposition to Motion to Withdraw, CA rollo, Vol. 1, id. at 123-125.

[49] CA rollo, Vol. 1, p. 87.

[50] Id. at 88.

[51] Id. at 113- 115.

[52] G.R. No. 147406, July 14, 2008, 558 SCRA 63.

[53] Id. at 81-83.

[54] G.R. No. 183335, December 23, 2009, 609 SCRA 223.

[55] Id. at 231-232.

[56] G.R. No. 157117, November 20, 2006, 507 SCRA 300.

[57] Id. at 311-312. (Emphasis supplied.)

[58] Rollo, pp. 77-78.

[59] Id. at 551.

[60] See rollo, pp. 25-26.

[61] Id. at 25. (Emphasis supplied.)

[62] Id. at 79.

[63] CA rollo, Vol.1, pp. 343-355.

[64] 2001- P39,495,634.00

2002 - P32,845,995.00
2003 - P23,924,784.00
2004 - P 9,540,927.00
2005 - P 3,330,939.00

See Audited Financial Statements, rollo, pp. 567-594.

[65] G.R. No. 86200, February 25, 1992, 206 SCRA 497.

[66] Id. at 501.

[67] 425 Phil. 169 (2002).

[68] Id. at 182-183. (Emphasis supplied.)

[69] CA rollo, Vol. 1, p. 279.

[70] See copies of Reconfirmation of Employment, rollo, pp. 596-770.

[71] 251 Phil. 310 (1989).

[72] Id. at 322. (Emphasis supplied).

[73] See Article VII, Section 1 of DIHFEU-NFL Constitution and By-Laws, CA rollo, Vol. 1, p. 271.

[74] Rollo, p. 595.

[75] Id. (Emphasis supplied).

[76] Duncan Association of Detailman-PTGWO v. Glaxo Wellcome Philippines, Inc., 481 Phil. 687, 700 (2004).

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