



Republic of the Philippines
Supreme Court
Manila

SUPREME COURT OF THE PHILIPPINES
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THIRD DIVISION

GUAGUA NATIONAL
COLLEGES,

Petitioner,

- versus -

GUAGUA NATIONAL
COLLEGES FACULTY LABOR
UNION, and GUAGUA
NATIONAL COLLEGES NON-
TEACHING AND
MAINTENANCE LABOR UNION,
Respondents.

G.R. No. 252101

Present:

CAGUIOA, J., *Chairperson*,
GAERLAN,
LOPEZ, J.,*
DIMAAMPAO, and
SINGH,** JJ.

Promulgated:

MAR 05 2025
Mist De Batt

DECISION

DIMAAMPAO, J.:

This Petition for Review on *Certiorari*¹ seeks to overturn the Decision² and the Amended Decision³ of the Court of Appeals (CA) in CA-G.R. SP No. 152938. The CA partially upheld the Writ of Execution⁴ issued by the National Labor Relations Commission (NLRC) in favor of respondents Guagua National Colleges Faculty Labor Union (GNCFLU) and Guagua National Colleges Non-Teaching and Maintenance Labor Union (GNCNTMLU), and directed petitioner Guagua National Colleges (GNC) to pay its covered employees the unimplemented economic benefits such as rice

* Designated additional Member vice Associate Justice Henri Jean Paul B. Inting per Raffle dated February 4, 2025.

** On leave.

¹ *Rollo*, pp. 9–37.

² *Id.* at 42–55. The October 10, 2019 Decision was penned by Associate Justice Ronaldo Roberto B. Martin, with the concurrence of Associate Justices Fernanda Lampas Peralta and Danton Q. Bueser of the Second Division, Court of Appeals, Manila.

³ *Id.* at 57–60. Dated February 21, 2020.

⁴ *Id.* at 99–100.

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subsidy, longevity pay, and emergency relief allowance in accordance with the parties' collective bargaining agreement (CBA).

GNC is an educational institution in Sta. Filomena, Guagua, Pampanga, wherein GNCFLU and GNCNTMLU (collectively, the unions) with designated as the bargaining agents of the school's teaching and non-teaching personnel. Between 1994 and 2009, the parties entered into three CBAs that covered both unions. Aside from economic provisions, the very first CBA had a "no-strike, no lock-out" clause that was deemed carried over in all subsequent CBAs.⁵

On April 3, 2009, the unions signified their intent to negotiate the renewal of the CBA which was then in effect, and set to expire on May 31, 2009. They attached their proposal to their letter to GNC, which was received by the latter on the very same day. Instead of submitting a reply or a counterproposal, GNC called for a meeting on May 15, 2009 for negotiations. On even date, no agreement was reached and they agreed to set another meeting. However, what the unions received next was not a notice for the next meeting, but a letter dated May 27, 2009 from GNC stating that the school's management was not inclined to grant the monetary proposals submitted by the unions. Despite this, the unions requested for another meeting, which was set on June 11, 2009. In the said meeting, the representatives of GNC were non-committal, but the unions still reckoned that meeting as the start of the negotiation proper.⁶

Thereafter, the parties engaged in several meetings. On August 24, 2009, the representative of GNC confirmed the benefits to be included in the new CBA: loyalty pay, cash gift, rice subsidy, birthday gift, and clothing allowance, but did not accede to the unions' demand for an increased signing bonus.⁷ Subsequently, on October 9, 2009, the same GNC representative signified that the signing of the benefits agreed upon may occur in the following meeting.⁸ Despite this, no signing took place and the parties no longer came to an agreement in the succeeding meetings. Hence, the unions filed a preventive mediation case before the National Conciliation and Mediation Board (NCMB). During mediation, the parties purportedly agreed to compose the final draft of the 2009–2014 CBA and settled to sign it on May 28, 2010 before the NCMB. On the said date, Atty. Sabino Jose M. Padilla III appeared instead and asked for 10 days to afford GNC the opportunity to submit its counterproposal.⁹ On their next scheduled meeting, no one appeared on behalf of GNC. Fed up, the unions filed their notice of strike, charging GNC with bad faith bargaining, violation of its duty to bargain, gross

⁵ *Id.* at 43.

⁶ *Id.* at 43–44.

⁷ *Id.* at 106; *see also* *Guagua National Colleges v. Guagua National Colleges Faculty Labor Union*, 790 Phil. 106, 113 (2016) [Per J. Del Castillo, Second Division].

⁸ *Id.*

⁹ *Id.* at 44.



violations of the CBA, and gross and blatant diminution of benefits given that GNC supposedly stopped granting certain benefits to its employees.¹⁰

Nonetheless, the strike was averted after the Secretary of Labor and Employment assumed jurisdiction over the case and certified the same to the NLRC for compulsory arbitration.¹¹ The case was docketed as LCC No. 07-000005-10.¹²

In due course, the NLRC rendered its Decision¹³ dated March 31, 2011, finding GNC to have committed unfair labor practice by not bargaining in good faith. The NLRC declared the final draft of the CBA as the actual CBA between the parties effective June 1, 2009 to May 31, 2014, with the benefits agreed upon as of August 24, 2009 to be given retroactive effect as of June 1, 2009—

WHEREFORE, considering Our foregoing disquisitions, We find [GNC] to have committed an unfair labor practice by violating the statutory duty to bargain collectively in good faith. We Order that the final CBA draft submitted by the unions to GNC and NCMB will be the [CBA] between the parties for the period June 1, 2009 to May 31, 2014 with the parties free to renegotiate the economic provisions not later than May 31, 2012 in accordance with Article 253-A of the Labor Code. Lastly, We further Order that the benefits agreed on by the parties as of August 24, 2009 be given retroactive effect to June 1, 2009.

SO ORDERED.¹⁴ (Emphasis in the original)

The entry of judgment¹⁵ for LCC No. 07-000005-10 was recorded on June 22, 2011 after the March 31, 2011 Decision became final and executory.¹⁶ Still, GNC challenged the foregoing ruling all the way to this Court. The case was docketed as G.R. No. 204693 entitled, *Guagua National Colleges v. Guagua National Colleges Faculty Labor Union*,¹⁷ and was resolved on July 13, 2016. There, the Court held that based on the collective acts of GNC, it indeed engaged in bad faith bargaining.¹⁸ The minutes of the parties' October 9, 2009 meeting reflected how it was evident that GNC already agreed to the benefits to be given by the school in accordance with the 2009–2014 CBA, and that all that was left was to discuss the same with the GNC President before the parties would sign the same.¹⁹ Similarly, the

¹⁰ *Id.*

¹¹ *Id.* at 45.

¹² *Id.* at 133.

¹³ *Id.* at 133–157. The March 31, 2011 Decision of the NLRC in LCC Case No. 07-000005-10 was rendered by Commissioner Nieves E. Vivar-De Castro, with the concurrence of Presiding Commissioner Benedicto R. Palacol and Commissioner Isabel G. Panganiban-Ortiguerra of the Sixth Division, NLRC.

¹⁴ *Id.* at 156–157.

¹⁵ *Id.* at 162.

¹⁶ *Id.* at 32.

¹⁷ 790 Phil. 106 (2016) [Per J. Del Castillo, Second Division].

¹⁸ *Rollo*, p. 123.

¹⁹ *Id.*

minutes of the conciliation proceedings before the NCMB clearly revealed that the parties agreed to come up with the “final draft.” But again, GNC later denied that it had reached an agreement with the unions.²⁰ Its failure to follow through and to belatedly raise the issue on financial incapacity to delay the execution of the CBA were anathema to good faith bargaining.²¹ Ineluctably, the Court affirmed the NLRC in declaring that the final draft submitted to the NCMB should serve as the parties’ CBA for June 1, 2009 to May 31, 2014.²²

Ensuingly, the Court’s July 13, 2016 Decision in G.R. No. 204693 became final and executory on October 18, 2016.²³ Following their receipt of the notice of entry of judgment in G.R. No. 204693, the unions moved to execute the NLRC judgment on March 22, 2017.²⁴

In its Order,²⁵ the NLRC directed the immediate issuance of a writ of execution to collect from GNC the monetary award of PHP 4,676,288.32, covering the unimplemented economic benefits under the parties’ CBA, i.e., rice subsidy, longevity pay, emergency relief allowance, and signing bonus.²⁶

GNC moved for reconsideration,²⁷ but the same was rebuffed by the NLRC in its Resolution.²⁸ GNC then sought recourse before the CA.²⁹

In the impugned Decision, the CA partly granted the petition and excluded the signing bonus from the monetary award granted by the NLRC. However, it maintained the award for rice subsidy, longevity pay, and emergency relief allowance in favor of the unions.³⁰ The CA held that in G.R. No. 204693, this Court affirmed the implementation of the final draft of the CBA as the parties’ actual CBA for the years 2009-2014. It follows that the NLRC has the authority to implement the same in favor of the unions.³¹ Notably, the awards granted by the NLRC are based on the terms of the CBA itself. GNC was afforded the opportunity to present its own accounting in the pre-execution conference, but it failed to do so, thus constituting a waiver to submit the same.³² Hence, no grave abuse of discretion may be attributed to the labor tribunal in issuing the writ of execution.³³ The foregoing

²⁰ *Id.* at 125.

²¹ *Id.* at 124–125.

²² *Id.* at 126.

²³ *Id.* at 131, Entry of Judgment dated October 18, 2016.

²⁴ *Id.* at 163–172, Motion for Execution.

²⁵ *Id.* at 85–94. The August 31, 2017 Order in LCC Case No. 07-000005-10 was rendered by Commissioner Nieves E. Vivar-De Castro, with the concurrence of Presiding Commissioner Joseph Gerard E. Mabilog and Commissioner Isabel G. Panganiban-Ortiguerra of the Sixth Division, NLRC.

²⁶ *Id.* at 93–94.

²⁷ *Id.* at 220–223.

²⁸ *Id.* at 96–98. Dated September 29, 2017.

²⁹ *Id.* at 61–81, Petition for *Certiorari* with Urgent Motion for Issuance of Temporary Restraining Order and/or Writ of Preliminary Injunction.

³⁰ *Id.* at 54.

³¹ *Id.* at 49.

³² *Id.* at 52.

³³ *Id.* at 48.

notwithstanding, the grant of a signing bonus must be reversed in obeisance to prevailing jurisprudence.³⁴

Dissatisfied, both parties moved for partial reconsideration.³⁵ In the oppugned Amended Decision, the CA still maintained the modified award in favor of the unions, but nevertheless clarified that they are not required to reimburse any amount to GNC received as “signing bonus,” considering that the latter denied ever giving such bonus to the former.³⁶

Aggrieved, GNC filed the present Petition. On the main, it argues that the NLRC gravely abused its discretion in issuing the writ of execution notwithstanding the fact that the Decision it sought to execute did not contain a judgment for any monetary award, and despite the Court’s categorical pronouncement in G.R. No. 204693 that the unions’ “charge of unilateral withdrawal of benefits against GNC [is] without basis.”³⁷ GNC maintains that the enforcement of the parties’ rights under the CBA is an economic issue that should have undergone voluntary arbitration.³⁸ Likewise, it charges the unions with sleeping on their rights as LCC No. 07-000005-10 had already become final and executory on June 22, 2011, but they did nothing to enforce the same until six years later.³⁹

Issue

Did the CA err in upholding the writ of execution issued against GNC?

The Court’s Ruling

At the outset, the Court resolves to dispense with the filing of the comment on the Petition, owing to the unions’ failure to do so within the period provided in the Court’s September 14, 2020 Resolution.⁴⁰

After a judicious rumination of the records of this case, the Court resolves to partly grant the Petition.

At the core of the controversy is the extent of the NLRC’s jurisdiction to enforce the March 31, 2011 Decision in LCC Case No. 07-000005-10, which declared the final draft of the CBA as the actual CBA between the parties effective June 1, 2009 up to May 31, 2014.

³⁴ *Id.* at 53.

³⁵ *Id.* at 538–542, Motion for Partial Reconsideration filed by GNC; 538–542, Partial Motion for Reconsideration filed by the unions.

³⁶ *Id.* at 58.

³⁷ *Id.* at 20–21.

³⁸ *Id.* at 33–34.

³⁹ *Id.* at 32.

⁴⁰ *Id.* at 631.

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GNC adamantly espouses the view that since neither the March 31, 2011 Decision of the NLRC in LCC Case No. 07-000005-10 nor the July 13, 2016 Decision of the Court in G.R. No. 204693 contained a monetary award in their *fallo*, the NLRC could not grant the same by way of a writ of execution as doing so would effectively alter an otherwise final and executory judgment.⁴¹

This contention cannot pass judicial muster.

The jurisdiction of the NLRC is enshrined under Article 224 of the Labor Code and includes complaints for “unfair labor practice cases” and cases involving violations to the duty to bargain collectively under Article 264.⁴² It likewise may take cognizance of labor disputes certified by the Secretary of Labor and Employment for compulsory arbitration cases.⁴³ However, cases arising from the interpretation or implementation of a CBA must be referred to the grievance machinery and voluntary arbitration per the terms of the said agreement.⁴⁴

Given the foregoing, the question becomes whether or not the NLRC may execute the provisions of a CBA if the nature of the action it proceeds from is a certified compulsory arbitration stemming from alleged unfair labor practice and violations to the duty to bargain collectively under Article 264.

Upon due consideration, the Court answers in the affirmative in this

⁴¹ *Id.* at 10–11.

⁴² LABOR CODE, as renumbered in 2015, art. 224, which reads:

Jurisdiction of the Labor Arbiters and the Commission. — (a) Except as otherwise provided under this Code, the Labor Arbiters shall have original and exclusive jurisdiction to hear and decide, within thirty (30) calendar days after the submission of the case by the parties for decision without extension, even in the absence of stenographic notes, the following cases involving all workers, whether agricultural or non-agricultural:

(1) Unfair labor practice cases;

....

(5) Cases arising from any violation of Article 264 of this Code, including questions involving the legality of strikes and lockouts[.]

⁴³ LABOR CODE, as renumbered in 2015, art. 278, which reads:

Strikes, Picketing, and Lockouts. — ...

....

(g) When, in his opinion, there exists a labor dispute causing or likely to cause a strike or lockout in an industry indispensable to the national interest, the Secretary of Labor and Employment may assume jurisdiction over the dispute and decide it or certify the same to the Commission for compulsory arbitration. Such assumption or certification shall have the effect of automatically enjoining the intended or impending strike or lockout as specified in the assumption or certification order. If one has already taken place at the time of assumption or certification, all striking or locked out employees shall immediately return to work and the employer shall immediately resume operations and readmit all workers under the same terms and conditions prevailing before the strike or lockout. The Secretary of Labor and Employment or the Commission may seek the assistance of law enforcement agencies to ensure compliance with this provision as well as with such orders as he may issue to enforce the same.

⁴⁴ LABOR CODE, as renumbered in 2015, art. 224(c), which reads:

....

(c) Cases arising from the interpretation or implementation of collective bargaining agreements and those arising from the interpretation or enforcement of company personnel policies shall be disposed of by the Labor Arbiter by referring the same to the grievance machinery and voluntary arbitration as may be provided in said agreements.

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particular instance.

Preliminarily, it must be clarified that the power to enforce the terms of the CBA, including the redress of perceived violations thereof, does not reside exclusively with the voluntary arbitrators. The Labor Code itself recognizes that the NLRC may exercise jurisdiction when it involves gross violations of CBAs as to amount to unfair labor practice:

ARTICLE 274. [261] *Jurisdiction of Voluntary Arbitrators and Panel of Voluntary Arbitrators.* — The Voluntary Arbitrator or panel of Voluntary Arbitrators shall have original and exclusive jurisdiction to hear and decide all unresolved grievances arising from the interpretation or implementation of the Collective Bargaining Agreement and those arising from the interpretation or enforcement of company personnel policies referred to in the immediately preceding article. Accordingly, violations of a Collective Bargaining Agreement, **except those which are gross in character**, shall no longer be treated as unfair labor practice and shall be resolved as grievances under the Collective Bargaining Agreement. For purposes of this article, gross violations of Collective Bargaining Agreement shall mean flagrant and/or malicious refusal to comply with the economic provisions of such agreement. (Emphasis supplied)

It is likewise a basic principle that a grant of jurisdiction, barring prohibitive legislation, “implies the necessary and usual incidental powers essential to effectuate it—also referred to as ‘incidental jurisdiction.’”⁴⁵ This attaches to the tribunal upon conferment of jurisdiction over the main case and “includes the power and authority of an office or tribunal to do all things reasonably necessary for the administration of justice within the scope of its jurisdiction, **and for the enforcement of its judgment and mandates.**”⁴⁶

As above-recounted, LCC Case No. 07-000005-10 is a compulsory arbitration case borne of the breakdown of negotiations between the parties which would have resulted in a strike had the Secretary of Labor and Employment not assumed jurisdiction over the dispute.⁴⁷ There, the NLRC found GNC guilty of unfair labor practices in bargaining in bad faith with the unions and held that the final draft of the CBA presented before the NCMB would become the final governing CBA between the parties for years 2009 to 2014.⁴⁸ In so deciding, the NLRC necessarily assessed the terms of the CBA and whether it was just and equitable for both parties. Therefore, it stands to reason that it would be in the best position to enforce the same since the relationship between the parties had already soured from the lengthy legal dispute over the increase in economic benefits. To adopt the stance of GNC that the parties should engage the grievance machinery and submit the case

⁴⁵ *University of the Immaculate Conception v. Office of the Secretary of Labor and Employment*, 769 Phil. 630, 648 (2015) [Per J. Jardeleza, Third Division]. (Citation omitted)

⁴⁶ *Id.* (Emphasis supplied)

⁴⁷ *Rollo*, pp. 133–134.

⁴⁸ *Id.* at 156–157.

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before a voluntary arbitrator to implement the terms of the CBA would only promote multiplicity of suits and further prolong the settlement of rights and obligations between the parties.

Indeed, the power of the NLRC to execute its rulings is not a blind ministerial act. In fact, its power “carries with it the right to look into the correctness of the execution of the decision and to consider supervening events that may affect such execution.”⁴⁹ Necessarily, it would better promote the ends of justice to recognize the authority of the NLRC to continue to enforce the provisions of the CBA which GNC has been reticent to adhere to.

Nonetheless, the Court must clarify that the NLRC acted in excess of its jurisdiction on two counts: *first*, it could not enforce the signing bonus against GNC;⁵⁰ and *second*, it erred in its computation as it awarded the “unimplemented CBA benefits since June [1,] 2009 **up to the present date**[.]”⁵¹

On the first point, the CA correctly held that the signing bonus could not be granted to the employees for lack of goodwill between the parties.⁵²

A signing bonus is a grant motivated by the goodwill generated when a CBA is successfully negotiated and signed between the employer and the union. In the instant case, no CBA was successfully negotiated by the parties.⁵³

While the potential signing bonus is part and parcel of the terms of the CBA, it cannot be awarded in this instance. Considering that the negotiations between the parties were unsuccessful and the CBA itself was only imposed by the NLRC, no signing bonus can be awarded to the unions given its nature as a “sign of goodwill” between the parties.

On the second point, the NLRC accepted the computation submitted by the unions for the unimplemented CBA benefits, which were reckoned since June 1, 2009 **up to the present date**, which, at the time, was 2017.⁵⁴

However, it should be borne in mind that the March 31, 2011 Decision which the NLRC was executing implemented a CBA that was intended to govern the relationship of the parties between June 1, 2009 and **May 31, 2014**.⁵⁵

⁴⁹ *Sampaguita Garments Corp. v. NLRC*, 303 Phil. 276, 281 (1994) [Per J. Cruz, First Division]. (Citation omitted)

⁵⁰ *Rollo*, p. 94.

⁵¹ *Id.* at 87.

⁵² *Id.* at 53.

⁵³ *University of Sto. Tomas v. Samahang Manggagawa ng UST (SM-UST)*, 616 Phil. 474, 497 (2009) [Per J. Ynares-Santiago, Third Division]. (Citation omitted)

⁵⁴ *Rollo*, p. 87.

⁵⁵ *Id.* at 157.

In applying the provisions of this CBA beyond the period of May 31, 2014, the NLRC inadvertently altered the terms of its own final and executory decision. As above-stated, while the NLRC has incidental jurisdiction to give effect to its rulings and may consider the supervening events that may affect the execution thereof, it cannot alter the metes and bounds of a final and executory decision. Invariably, the doctrine of immutability of judgment applies just the same to the NLRC and is based on sound public policy.⁵⁶ While there are exceptions to this principle,⁵⁷ none are applicable to the case at bench.

In the case of *General Milling Corporation-Independent Labor Union (GMC-ILU) v. General Milling Corporation*,⁵⁸ the Court upheld the NLRC's grant of a monetary award in favor of employees during the execution stage of a decision instituting a CBA between the parties, but limited the sum to the remaining two-year duration of the original CBA as provided in the NLRC's original decision:

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. Since execution not in harmony with the judgment is bereft of validity, 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[.]⁵⁹ (Emphasis supplied; citations omitted)

Applied to the case at bench, the NLRC should confine its computation of benefits up to May 31, 2014 only. Any dispute as to the economic benefits awardable after said date, including the covered employees thereof, should

⁵⁶ See *Toledo Construction Corp. Employees' Association-ADLO-KMU v. Toledo Construction Corp.*, 932 Phil. 239, 273 (2022) [Per J. Leonen, Second Division]. (Citations omitted)

⁵⁷ See *id.* at 274.

⁵⁸ 667 Phil. 371 (2011) [Per J. Perez, First Division].

⁵⁹ *Id.* at 388-389.

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undergo the usual grievance machinery and referral to voluntary arbitration as contained in the parties' CBA.⁶⁰

Corollary thereto, there is no merit in GNC's contention that the writ of execution contradicts the Court's pronouncement in G.R. No. 204693 that the unions' "charge of unilateral withdrawal of benefits against GNC [is] without basis."⁶¹ Evidently, GNC has misconstrued the Court's ruling. The charge of unilateral withdrawal was supposedly committed during a specific period between 2009 and 2011. But the unions' failure to prove that there was withdrawal of benefits during the said period does not mean that GNC was able to pay the increased benefits for the entire effectivity period of June 1, 2009 to May 31, 2014. In fact, the Court, in G.R. No. 204693, expressly stated that while the charge of unilateral withdrawal of benefits was without basis, "let it be made clear that this does not have any effect and therefore does not change the finding that GNC committed a violation of its duty to bargain as extensively discussed above."⁶²

GNC's argument that the unions slept on their rights is equally unavailing. The unions may not be faulted for awaiting the finality of the Court's Decision in G.R. No. 204693 before moving to execute the NLRC's ruling. This exercise of caution and respect shown to the Court's processes shall not work to its prejudice.

ACCORDINGLY, the Petition for Review on *Certiorari* is **PARTLY GRANTED**. The October 10, 2019 Decision and the February 21, 2020 Amended Decision of the Court of Appeals in CA-G.R. SP No. 152938 are **SET ASIDE** insofar as they uphold the computation of award of economic benefits to respondents Guagua National Colleges Faculty Labor Union and Guagua National Colleges Non-Teaching and Maintenance Labor Union beyond the May 31, 2014 effectivity period of their Collective Bargaining Agreement with petitioner Guagua National Colleges.

The case is **REMANDED** to the National Labor Relations Commission for the execution of the award in accordance with this Decision.

SO ORDERED.

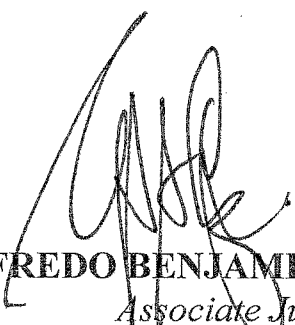
JAPAR B. DIMAAMPAO
Associate Justice

⁶⁰ *Rollo*, pp. 182–185, CBA.

⁶¹ *Id.* at 20–21.

⁶² *Guagua National Colleges v. Guagua National Colleges Faculty Labor Union*, 790 Phil. 106, 140 (2016) [Per J. Del Castillo, Second Division].

WE CONCUR:



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



SAMUEL H. GAERLAN
Associate Justice

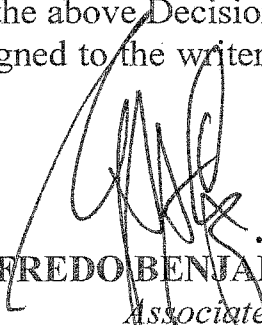


JHOSEP Y. LOPEZ
Associate Justice

On leave
MARIA FILOMENA D. SINGH
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of this Court.



ALEXANDER G. GESMUNDO
Chief Justice

