6

Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

N O T I C E

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated **January 19, 2021** *which reads as follows:*

"G.R. No. 238310 – (INTERNATIONAL ELEVATOR & EQUIPMENT EMPLOYEES UNION (IEEEU), *petitioner* v. INTERNATIONAL ELEVATOR & EQUIPMENT, INC. (IEEI), *respondent*). – Before Us is a petition for review on *certiorari*[1] under Rule 45 of the Rules of Court challenging the Decision[2] dated October 24, 2017 and Resolution[3] dated March 21, 2018, of the Court of Appeals (CA) in CA-G.R. SP No. 146514. The challenged Decision reversed and set aside the Decision[4] dated June 27, 2016 of the Voluntary Arbitrator (VA) in AC-004-RCMB-NCR-LVA-011-01-04-2016, while the assailed Resolution denied International Elevator & Equipment Employees Union's (petitioner) motion for reconsideration.

Facts

International Elevator & Equipment, Inc. (respondent) is a domestic corporation engaged in the business of elevator and equipment supply and installation,[5] while petitioner is a legitimate labor organization and the incumbent bargaining agent of the rank and file employees of respondent.[6] In 2014, the parties entered into a collective bargaining agreement (CBA), denominated as IEE –IEE

- over – thirteen (13) pages ...

136-B

---

1 *Rollo*, pp.10-33.

2 Id. at 35-44; penned by Associate Justice Danton Q. Bueser and concurred in by Associate Justices Normandie B. Pizarro (now a retired Member of this Court) and Marie Christine Azcarraga-Jacob,

3 Id at 46-48; penned by Associate Justice Danton Q. Bueser and concurred in by Associate Justices Rosmari D. Carandang (now a Member of this Court) and Marie Christine Azcarraga-Jacob.

4 Id. at 49-58; penned by Voluntary Arbitrator Bienvenido E. Laguesma.

5 Id. at 35.

6 Id. at 36.

Employees Union CBA,[7] the effectivity of which was for a period of five years from April 1, 2014 to March 31, 2019.

On January 9, 2016, respondent issued an inter-office memorandum on tardiness (Tardiness Memo)[8] that states:

> Tardiness of employees has a lot of negative implications on the overall effectiveness and efficiency of our business processes. Employees who commit tardiness has corresponding deductions on their performance appraisal and issuance of disciplinary action.
>
> To reinforce the policies, this is to inform everyone that all employees who will be late beyond fifteen (15) minutes (8:15 am) would be required to file a half-day vacation leave (VL). If you do not want deduction from vacation leave due to tardiness, please come on time.
>
> This rule applies also to those departments doing field work with appointment outside the company or with client meeting.
>
> Tardiness beyond fifteen (15) minutes that was not filed would still be charged to vacation leave once found out.
>
> This policy is effective immediately.
>
> For your strict compliance.[9]

Petitioner objected to the issuance of the aforequoted Tardiness Memo and asserted that said memo drastically changed the company's prevailing policies on attendance and tardiness.[10] The matter was taken up in the grievance machinery, but to no avail. On January 27, 2016, petitioner wrote a letter to respondent seeking reconsideration and provisional suspension of the implementation of the Tardiness Memo invoking the provision in the parties' CBA that "any part thereof and including its annexes may not be amended, altered[,] x x x added or reduced without the agreement of the parties."[11] Respondent, however, denied petitioner's request and maintained that the Tardiness Memo was issued in the exercise of management prerogative and was not contrary to any provision under the CBA.[12]

Subsequently, petitioner referred the dispute to the National Conciliation and Mediation Board (NCMB), first, for mediation, then ultimately, for voluntary arbitration. With no possibility of an amicable

7 Id. at 91-113.
8 Id. at 76.
9 Id.
10 Id. at 15.
11 Id. at 86.
12 Id. at 36-37, 50-52, and 87.

settlement, the VA directed the parties to submit their respective pleadings.[13]

Petitioner averred that the subject memo violates the CBA provision on vacation leave. By charging the penalty for tardiness as a half day leave against the vacation leaves of the employee, the Tardiness Memo limits and diminishes the employees' enjoyment of the CBA-provided vacation leaves and, in effect, alters the parties' CBA. This violation and unilateral alteration of the CBA constitute unfair labor practice on the part of respondent. Also, respondent's Tardiness Memo eliminated the company practice of "giving full month salary as bonus at the end of year to an employee who commits no tardiness" and "giving demerits to employees who were tardy or who reported for work beyond 9:00 a.m." According to petitioner, this practice of giving bonus and demerits has been observed by the company for the last six years and can no longer be peremptorily withdrawn lest there will be diminution of benefits.[14]

On the other hand, respondent maintained that the issuance of the Tardiness Memo was a valid exercise of its management prerogative to ensure that employees arrive at work on time and to impose penalties for tardiness. Respondent asserted that the Tardiness Memo was not oppressive as it even allowed a 15-minute grace period before the penalty for tardiness is imposed. Neither was the issuance of the subject memo a violation of the CBA. Anent petitioner's allegation of diminution of benefits, respondent argued that petitioner failed to prove the existence of the purported company practice of rewarding bonus to employees who were not tardy.[15]

On June 27, 2016, VA Bienvenido E. Laguesma rendered a Decision,[16] the dispositive portion of which reads:

> WHEREFORE, premises considered, judgment is hereby rendered declaring that the Memorandum dated 9 January 2016 issued by the respondent is not a valid exercise of management prerogative insofar as it charges half-day from the employee's vacation leave for tardiness beyond fifteen (15) minutes and consequently, invalidates the same.
>
> SO ORDERED.[17]

- over -

---

13 Id. at 52.
14 Id. at 52-54.
15 Id. at 54.
16 Id. at 49-58.
17 Id. at 58.

Aggrieved, respondent filed an appeal before the CA *via* a petition for review under Rule 43 of the Rules of Court.

On October 24, 2017, the CA promulgated the challenged Decision[18] reversing and setting aside the Decision of the VA.

Delving on the alleged procedural defect of the petition, the CA stressed that a party adversely affected by the VA's decision may, within 10 days from receipt of said decision, seek recourse through a motion for reconsideration or a petition for review under Rule 43 of the Rules of Court. Contrary to petitioner's contention, respondent's Rule 43 petition was correctly filed even without a prior motion for reconsideration.[19] As regards the substantive aspect, the CA upheld the validity of the Tardiness Memo as a lawful exercise of respondent's management prerogative. The CA held that the grant of vacation leave is not a standard of law but a mere concession or act of grace on the part of the employer. As such, respondent was well within its power and authority to impose certain conditions as it deems fit, on the grant thereof. Further, the Tardiness Memo did not violate nor alter the parties' CBA, for while the CBA expressly granted all employees vacation leaves of 15 days per year, nonetheless, there was no stipulation therein that vacation leaves are exclusively for rest days, or conversion to cash, whenever appropriate. Finally, the CA held that the Tardiness Memo is not an arbitrary and confiscatory measure because employees are allowed a grace period of 15 minutes, and tardy employees who filed the required leave are still compensated since vacation leaves are granted with pay.[20]

Petitioner moved for reconsideration, but was denied by the CA through the assailed Resolution.[21]

Petitioner is now before this Court *via* the instant petition under Rule 45 anchored on the following grounds:

> **I.**
>
> **THE VA DECISION/AWARD BECAME FINAL AND EXECUTORY. IT CAN NO LONGER BE CHALLENGED BEFORE THE COURT OF APPEALS, THE CA WITH DUE RESPECT HAS NO JURISDICTIONAL COMPENTENCE** [sic] **TO PASS UPON A FINAL DECISION/AWARD OF THE VA. THUS, IT IS REVERSIBLE ERROR FOR THE**

---

18 Id. at 35-44.
19 Id. at 41-42.
20 Id. at 39-41.
21 Id. at 46-48.

ASSAILED OCTOBER 24, 2017 DECISION TO RULE THAT: "x x x THE PROCEDURAL DEFECT RAISED x x x AGAINST THE PETITION x x x IS MISPLACED. THE PROVISION UNDER THE LABOR CODE VIS-A-VIS RULE 43 OF THE RULES OF COURT SIMPLY PROVIDES THAT A VOLUNTARY ARBITRATOR'S AWARD OR DECISION SHALL BE APPEALED BEFORE THE COURT OF APPEALS WITHIN 10 DAYS FROM RECEIPT OF THE AWARD OR DECISION. THIS CONTRAVENES THE RULING OF THE SUPREME COURT IN THE CASE OF *ALBERT TENG DOING BUSINESS UNDER THE FIRM NAME ALBERT TENG FISH TRADING, AND EMILIA TENG-CHUA VERSUS ALFREDO S. PAHAGAC, EDDIE D. NIPA, ORLANDO P. LAYESE, ET., AL.*, G.R. NO. 169704 x x x NOVEMBER 17, 2010, REQUIRING THE FILING OF A MOTION FOR RECONSIDERATION AS A CONDITION *SINE QUA NON* FOR A VALID PETITION FOR REVIEW BEFORE THE COURT OF APPEALS[.]"

II.

THE JANUARY 9, 2016 MEMORANDUM ON TARDINESS, ETC., CHARGING HALF DAY LEAVE TO THE CBA MANDATED VACATION LEAVES AS PENALTY FOR 15 MINUTES LATE IS [A] CLEAR AND UTTER VIOLATION OF THE [CBA] PROVISION ON VACATION LEAVE. IT LIMITS AND DIMINISHES THE EMPLOYEES' ENJOYMENT OF CBA PROVIDED VACATION LEAVES TO BE USED EXCLUSIVELY FOR VACATION, OR CONVERSION TO CASH IN THE EVENT THAT A RESCHEDULED VACATION DUE TO EXIGENCIES OF THE SERVICE IS NOT UTILIZED. (*WESLEYAN UNIVERSITY – PHILIPPINES, VERSUS WESLEYAN UNIVERSITY-PHILIPPINES FACULTY AND STAFF ASSOCIATION*, G.R. NO. 181806 x x x MARCH 17, 2014).[22]

Petitioner's arguments

In gist, petitioner insists that the June 27, 2016 Decision of the VA has already become final executory because respondent's petition for review with the CA was filed beyond the 10-day reglementary period provided under the Labor Code. Moreover, respondent failed to file a motion for reconsideration before the VA. Respondent having failed to exhaust administrative remedies, the CA should have dismissed the petition outright. Petitioner is firm in its stance that the Tardiness Memo violated and altered the parties' CBA provision on vacation leave. Petitioner asserts that vacation leaves are to be used exclusively for vacation, or conversion to cash, in proper cases. Respondent therefore had no authority to diminish the employees' right

22 Id. at 11. Emphasis supplied.

to said vacation leaves by charging thereon the penalty for tardiness, *i.e.* late beyond the 15-minute grace period. This penalty was unilaterally imposed by respondent without prior notice or consultation with petitioner. In addition, respondent effectively eliminated its company practice of providing bonus to non-tardy employees and giving demerits to those who were tardy. This act of respondent is tantamount to diminution of benefits, which is proscribed under the law. In sum, while petitioner recognizes respondent's management prerogative, petitioner nonetheless argues that the same must be exercised in good faith and not in circumvention of the workers' rights.[23]

Respondent's arguments

On the other hand, respondent asserts that its petition for review with the CA was timely filed. First, a motion for reconsideration of the decision of the VA is not allowed under Rule VII, Section 7 of the Department of Labor and Employment (DOLE)-NCMB Guidelines for VA Proceedings. Thus, the remedy of a party aggrieved by the VA's decision is to file a petition for review under Rule 43 with the CA within 10 days from receipt of the VA's decision. Second, respondent seasonably sought an extension of time for the filing of its petition, which was duly granted by the CA. Further refuting petitioner's arguments, respondent stresses that the ruling of this Court in *Guagua National Colleges v. Court of Appeals, et al. (Guagua National Colleges)*[24] – insofar as the requirement of filing a motion for reconsideration prior to resort to a petition under Rule 43 in cases involving decisions of VAs - cannot be applied retroactively in this case because respondent's petition before the CA was filed two years before the promulgation of this Court's decision in *Guagua National Colleges*. In fact, respondent argues, this Court, in the aforesaid case, even directed the DOLE and the NCMB to revise or amend the Revised Procedural Rules in the Conduct of Voluntary Proceedings to reflect the Court's ruling.[25]

Anent the substantive issues raised in the petition, respondent counters that petitioner failed to adduce substantial evidence of respondent's alleged breach of the CBA. As held by the CA, nowhere in the CBA does it state that vacation leaves are to be used exclusively for vacation or conversion to cash. Moreover, the grant of vacation leaves is only a prerogative of management and not a statutory right. As

---

23 Id. at 9-19, 275-285.
24 G.R. No. 188492, August 28, 2018, 878 SCRA 362.
25 *Rollo*, pp. 224-229.

a mere concession granted by the employer, the management has the power, discretion, and authority to impose conditions on the grants of such leaves, such as when and how such leaves will be availed of. Also, under the parties' CBA, respondent has the power to schedule the vacation leaves of the employees. Respondent was only acting within such power when it issued the Tardiness Memo. As worded, the penalty stated in the Tardiness Memo was simply a condition imposed on the grant of vacation leaves. In granting its employees a vacation leaves of 15 days every year with pay, respondent even went beyond the statutory service incentive leave of merely five days. With respect to the issue of diminution of benefits, respondent asserts that petitioner likewise failed to prove the alleged company practice of giving bonus to non-tardy employees. In sum, respondent maintains that the Tardiness Memo is intended to deter and discourage employees from being tardy. Prior to the issuance thereof, respondent's workplace has reached a point where the previous methods of disciplining tardy employees came up empty as the culture of tardiness did not cease or lessen but rather continued to proliferate.[26]

The Court's Ruling

The petition is bereft of merit.

Respondent's petition for review with the CA was timely filed.

The Court in *Guagua National Colleges*[27] has already settled that the 10-day period stated in Article 276[28] of the Labor Code should be understood as the period within which the party adversely affected by the ruling of the voluntary arbitrators or panel of arbitrators may file a motion for reconsideration. Only after the resolution of the motion for reconsideration may the aggrieved party appeal to the CA by filing the petition for review under Rule 43 of the Rules of Court within 15 days from notice pursuant to Section 4 of Rule 43.[29]

---

26 Id. at 229-235.

27 *Guagua National Colleges v. Court of Appeals*, et al., supra note 24.

28 Article 276. *Procedures.* – x x x

x x x x

The award or decision of the Voluntary Arbitrator or panel of Voluntary Arbitrators shall contain the facts and the law on which it is based. It shall be final and executory after ten (10) calendar days from receipt of the copy of the award or decision by the parties.

x x x x

29 *Guagua National Colleges v. Court of Appeals*, et al., supra note 24 at 384.

Nonetheless, as aptly pointed out by the respondent, its petition for review before the CA has long been filed prior to this Court's ruling in *Guagua National Colleges.* At the time respondent filed its petition for review, the prevailing doctrine was Our ruling in *Philippine Electric Corporation (PHILEC) v. Court of Appeals*,[30] where We held that a voluntary arbitrator's award or decision shall be appealed before the CA within 10 days from receipt of the award or decision. Should the aggrieved party choose to file a motion for reconsideration with the voluntary arbitrator, the motion must be filed within the same 10-day period since a motion for reconsideration is filed within the period for taking an appeal.[31] **When a doctrine of this Court is overruled and a different view is adopted**, and more so when there is a reversal thereof, **the new doctrine should be applied prospectively and should not apply to parties who relied on the old doctrine and acted in good faith.** To hold otherwise would be to deprive the law of its quality of fairness and justice then, if there is no recognition of what had transpired prior to such adjudication.[32] Clearly, Our ruling in *Guagua National Colleges* with respect to a prior resort to a motion for reconsideration cannot apply to and prejudice respondent's petition. Here, respondent timely sought an extension of time for the filing of its petition for review that was granted by the CA. Such extension of time is allowed under Section 4,[33] Rule 43 of the Rules of Court. Verily – and contrary to petitioner's insistence - the June 27, 2016 Decision of the VA was not yet final and executory. The CA therefore committed no reversible error in taking cognizance of respondent's petition for review.

The issuance of the subject Tardiness Memo was a valid exercise of respondent's management prerogative.

- over -

---

30 749 Phil. 686 (2014); see also *Rogelio Baronda v. Court of Appeals, et al.*, 771 Phil. 56 (2015) and *NYK-FIL Ship Management, Inc. v. Gener G. Dabu*, 818 Phil. 214 (2017), all cited in *Guagua National Colleges v. Court of Appeals*, supra note no. 24.

31 Supra.

32 See *Philippine International Trading Corp. v. Commission on Audit*, 821 Phil. 144, 156 (2017), citing *Columbia Pictures, Inc. v. Court of Appeals*, 329 Phil. 875, 905-908 (1996).

33 Section 4. *Period of appeal.* — The appeal shall be taken within fifteen (15) days from notice of the award, judgment, final order or resolution, or from the date of its last publication, if publication is required by law for its effectivity, or of the denial of petitioner's motion for new trial or reconsideration duly filed in accordance with the governing law of the court or agency *a quo*. Only one (1) motion for reconsideration shall be allowed. **Upon proper motion and the payment of the full amount of the docket fee before the expiration of the reglementary period, the Court of Appeals may grant an additional period of fifteen (15) days only within which to file the petition for review. No further extension shall be granted except for the most compelling reason and in no case to exceed fifteen (15) days.** (Emphasis Ours)

The right of an employer to regulate all aspects of employment, aptly called "management prerogative," gives employers the freedom to regulate, according to their discretion and best judgment, **all aspects of employment**, including work assignment, working methods, processes to be followed, **working regulations**, transfer of employees, work supervision, lay-off of workers and the **discipline**, dismissal and recall of workers. **In this light, courts often decline to interfere in legitimate business decisions of employers. In fact, labor laws discourage interference in employers' judgment concerning the conduct of their business.**[34]

Here, respondent's management prerogative was recognized and reinforced by no less than the parties' CBA, particularly under the following provisions:

> ARTICLE V
> MANAGEMENT PREROGATIVES
>
> Section 1. Nothing contained in this Agreement shall be considered as a waiver of any of the inherent and fundamental rights, powers and prerogatives of the COMPANY including, but not limited to the following:
>
> a. **Formulate and enforce rules and regulations** as it shall deem advisable from time to time **for the efficient operation of the business of the COMPANY** and for the security of the COMPANY **and discipline of its employees/workers.**
>
> b. In the exercise of its functions, the COMPANY **shall** have the **sole and exclusive right** among others, to hire, transfer, promote employees; determine job classification, set up incentive rules, production quotas, efficiency quotas and/or standards; establish shift schedules, assign employees to shifts; **discipline**, suspend or discharge employees legally or for cause, because of lack of work or other legitimate reasons, **maintain discipline and efficiency**; choose, control and direct the Supervisory staff, require employees to observe rules and regulations; and to introduce new and improved methods of production and facilities.
>
> ARTICLE VI
> OBLIGATION OF BOTH PARTIES
>
> x x x x

34 *St. Luke's Medical Center, Inc. v. Sanchez*, 755 Phil. 910, 921 (2015).

> Section 2. *Discipline.* - The UNION **shall** respect the COMPANY's **right to promote and maintain discipline** and cooperation **with the objective of achieving maximum efficiency** in the COMPANY's operation, and shall enjoin all its members to render and perform their duties and responsibilities with diligence, loyalty and efficiency. The COMPANY's Code of Ethics. . .shall be observed.
>
> x x x x[35] (Emphases supplied)

Indeed, **among the employer's management prerogatives is the right to prescribe reasonable rules and regulations necessary or proper for the conduct of its business or concern, to provide certain disciplinary measures to implement said rules and to assure that the same would be complied with.**[36] Corollarily, the grant of vacation leave privileges to an employee is also a prerogative of the employer.[37] It is not a standard of law but a mere concession or act of grace of the employer.[38] Thus, **it is well within the power and authority of an employer to impose certain conditions**, as it deems fit, on the grant of vacation leaves, such as **having the option to schedule the same,**[39] **or even to compel the employees to exhaust all their vacation leave credits.**[40]

In the case at bench, Section 2, Article XII of the parties' CBA provides:

> ARTICLE XII
> VACATION LEAVE
>
> x x x x
>
> Section 2. The principle of "earn first before enjoying" leave shall apply. Vacation leaves shall be credited at the end of each quarter. The COMPANY shall schedule the vacation leaves of the employees. If the vacation leave is not enjoyed by the employee due to the exigencies of the COMPANY's business or operation, the vacation leave shall be rescheduled. If the rescheduled vacation leave is not enjoyed due to the exigencies of the COMPANY's business or operation, it shall be converted into cash. Vacation leave may be accumulated up to a maximum of fifteen (15) working days and any excess thereof at the end of the fiscal year shall be converted into its cash equivalent based on his basic rate in favor of

- over -

---

35 *Rollo*, pp. 94-95.
36 *St. Luke's Medical Center, Inc. v. Sanchez*, supra note 34 at 921.
37 See *PNCC Skyway Corporation Traffic Mgm't and Security Div. Workers Org. v. PNCC Skyway Corp.*, 626 Phil. 700, 713-714 (2010).
38 Id. at 714.
39 Id.
40 Id.

> the employee and correspondingly deducted from the accrued vacation leave, provided that the number of vacation leave to be converted under this section shall not exceed 15 days.
>
> x x x x[41]

While it is true that the purpose of a vacation leave is to afford a laborer a chance to get a much-needed rest to replenish his worn-out energy and acquire a new vitality to enable him to efficiently perform his duties,[42] nonetheless, nowhere in the aforequoted provision of the parties' CBA does it state that vacation leave credits granted to or earned by the employee are to be used **exclusively** for rest, or for cash conversion in appropriate cases. Thus, respondent, in the exercise of its management prerogative, can validly impose conditions on the availment of such leave credits, *i.e.* charge or deduct an employee's tardiness from his or her available vacation leave credits. Also, this additional charge on vacation leave credits is not confiscatory because, as discussed above, the grant of vacation leave privileges is a mere concession on the part of the employer. Neither did such condition or additional charge alter or modify the parties' agreement, for an employee is still granted a minimum of 15 days of vacation leave with pay every year. In fact, even the VA conceded that the Tardiness Memo did not expressly modify the vacation leave benefit under the CBA.[43] On this score, We cannot sustain petitioner's argument that the Tardiness Memo effectively limits and diminishes the employees' enjoyment of vacation leave credits granted under the CBA.

Moreover, it must be stressed that respondent was constrained to issue the Tardiness Memo to address the alarming number of tardiness in its offices that indubitably results to business losses. Respondent sufficiently established that months prior to the issuance of the subject Memo (October to December 2015), respondent's Human Resource Department reported that there was approximately 42% to 57% of the total number of regular and probationary rank and file employees who have incurred tardiness counts at least once during the said period.[44] Petitioner did not dispute this. Respondent had to act immediately and resort to drastic measures to deter inefficiency and increase productivity among its employees. In addition, when petitioner

---

41 *Rollo*, p. 97.

42 *PNCC Skyway Corporation Traffic Management and Security Division Workers' Organization (PSTMSDWO) v. PNCC Skyway Corporation*, supra note 37 at 714, citing *Cuajo v. Chua Lo Tan*, No. L-16298, September 29, 1962, 6 SCRA 136, 8.

43 *Rollo*, p. 55.

44 Id. at 121.

manifested its objection to the Tardiness Memo,[45] respondent responded[46] and even afforded petitioner an opportunity to provide an alternative to the Tardiness Memo for the purpose of improving employee punctuality.[47] Clearly, the issuance of the Tardiness Memo was not done arbitrarily. It should be emphasized that absent showing of illegality, bad faith, or arbitrariness, courts often decline to interfere in employers' legitimate business decisions considering that our labor laws also discourage intrusion in employers' judgment concerning the conduct of their business.[48] Stated differently, the exercise of management prerogative is valid as long as it is not done in a malicious, harsh, oppressive, vindictive, or wanton manner.[49]

Anent the issue of diminution of benefits, suffice it to state that this issue was not among those specified in the parties' submission agreement before the NCMB.[50] In any event, We sustain respondent's arguments that petitioner failed to substantiate its claim of respondent's alleged company practice of awarding bonus to non-tardy employees.

All told, We find no reversible error on the part of the CA in upholding the validity of respondent's Tardiness Memo. Lest it be forgotten:

> The Court has recognized the right of the employer to regulate all aspects of employment, such as the freedom to prescribe work assignments, working methods, processes to be followed, regulation regarding transfer of employees, supervision of their work, lay-off and discipline, and dismissal and recall of workers. It is a general principle of labor law to discourage interference with an employer's judgment in the conduct of his business. As already noted, even as the law is solicitous of the welfare of the employees, it also recognizes employer's exercise of management prerogatives. **As long as the company's exercise of judgment is in good faith to advance its interest and not for the purpose of defeating or circumventing the rights of employees under the laws or valid agreements, such exercise will be upheld.**[51] (Emphasis supplied)

WHEREFORE, the petition is **DENIED**. The challenged Decision and Resolution dated 24 October 2017 and 21 March 2018, respectively of the Court of Appeals in CA-G.R. SP No. 146514 are **AFFIRMED.**

- over -
136-B

---

45 Id. at 86.
46 Id. at 87.
47 Id. at 194-195, 199.
48 *Bognot v. Pinic International Trading Corporation/CD-R King,* G.R. No. 212471, March 11, 2019.
49 *Korean Air Co., Ltd., et al. v. Yuson,* 635 Phil. 54, 71 (2010).
50 *Rollo,* pp. 57, 143.
51 *Roxas v. Baliwag Transit, Inc. and/or Joselito S. Tengco,* G.R. No. 231859, February 19, 2020, citing *Moya v. First Solid Rubber Industries, Inc.,* 718 Phil. 77, 87 (2013).

SO ORDERED." ***Carandang, J.****, no part;* ***Lazaro-Javier, J.****, designated Additional Member per Raffle dated April 1, 2019.*

By authority of the Court:

LIBRADA C. BUENA
Division Clerk of Court

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court
136-B

Atty. Cezar F. Maravilla, Jr.
Counsel for Petitioner
Room 314, Teoff Centre
Escolta cor. T. Pinpin, Binondo
1006 Manila

Court of Appeals (x)
Manila
(CA-G.R. SP No. 146514)

QUIASON MAKALINTAL BAROT
TORRES IBARRA SISON & DAMASO
Counsel for Respondent
21st Floor, Robinsons-Equitable Tower
No. 4 ADB Avenue cor. Poveda Street
Ortigas Center, 1605 Pasig City

NATIONAL CONCILIATION AND
MEDIATION BOARD
Ground Floor, DOLE Building, Intramuros
1002 Manila
(AC-004-RCMB-NCR-LVA-011-01
-04-2016)
(RCMB – NTA-03-0001-2016)

Public Information Office (x)
Library Services (x)
Supreme Court
(For uploading pursuant to A.M.
No. 12-7-1-SC)

Judgment Division (x)
Supreme Court

UR