

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

**INTERPHIL LABORATORIES
EMPLOYEES UNION-FFW, ENRICO
GONZALES and MA. THERESA
MONTEJO,**

Petitioners,

-versus-

**G.R. No. 142824
December 19, 2001**

**INTERPHIL LABORATORIES, INC.,
AND HONORABLE LEONARDO A.
QUISUMBING, SECRETARY OF LABOR
AND EMPLOYMENT,**

Respondents.

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DECISION

KAPUNAN, J.:

Assailed in this Petition for Review on Certiorari are the decision, promulgated on 29 December 1999, and the resolution, promulgated on 05 April 2000, of the Court of Appeals in CA-G.R. SP No. 50978.

Culled from the questioned decision, the facts of the case are as follows:

Interphil Laboratories Employees Union-FFW is the sole and exclusive bargaining agent of the rank-and-file employees of Interphil Laboratories, Inc., a company engaged in the business of manufacturing and packaging pharmaceutical products. They had a Collective Bargaining Agreement (CBA) effective from 01 August 1990 to 31 July 1993.

Prior to the expiration of the CBA or sometime in February 1993, Allesandro G. Salazar,^[1] Vice-President-Human Resources Department of respondent company, was approached by Nestor Ocampo, the union president, and Hernando Clemente, a union director. The two union officers inquired about the stand of the company regarding the duration of the CBA which was set to expire in a few months. Salazar told the union officers that the matter could be best discussed during the formal negotiations which would start soon.

In March 1993, Ocampo and Clemente again approached Salazar. They inquired once more about the CBA status and received the same reply from Salazar. In April 1993, Ocampo requested for a meeting to discuss the duration and effectivity of the CBA. Salazar acceded and a meeting was held on 15 April 1993 where the union officers asked whether Salazar would be amenable to make the new CBA effective for two (2) years, starting 01 August 1993. Salazar, however, declared that it would still be premature to discuss the matter and that the company could not make a decision at the moment. The very next day, or on 16 April 1993, all the rank-and-file employees of the company refused to follow their regular two-shift work schedule of from 6:00 a.m. to 6:00 p.m., and from 6:00 p.m. to 6:00 a.m. At 2:00 p.m. and 2:00 a.m., respectively, the employees stopped working and left their workplace without sealing the containers and securing the raw materials they were working on. When Salazar inquired about the reason for their refusal to follow their normal work schedule, the employees told him to “ask the union officers.” To minimize the damage the overtime boycott was causing the company, Salazar immediately asked for a meeting with the union officers. In the meeting, Enrico Gonzales, a union director, told Salazar that the employees would only return to their normal work schedule if the company would agree to their demands as to the effectivity and duration of the new CBA. Salazar again told the union officers that the matter could be better discussed during the formal renegotiations of

the CBA. Since the union was apparently unsatisfied with the answer of the company, the overtime boycott continued. In addition, the employees started to engage in a work slowdown campaign during the time they were working, thus substantially delaying the production of the company.^[2]

On 14 May 1993, petitioner union submitted with respondent company its CBA proposal, and the latter filed its counter-proposal.

On 03 September 1993, respondent company filed with the National Labor Relations Commission (NLRC) a petition to declare illegal petitioner union's "overtime boycott" and "work slowdown" which, according to respondent company, amounted to illegal strike. The case, docketed NLRC-NCR Case No. 00-09-05529-93, was assigned to Labor Arbiter Manuel R. Caday.

On 22 October 1993, respondent company filed with the National Conciliation and Mediation Board (NCMB) an urgent request for preventive mediation aimed to help the parties in their CBA negotiations.^[3] The parties, however, failed to arrive at an agreement and on 15 November 1993, respondent company filed with the Office of the Secretary of Labor and Employment a petition for assumption of jurisdiction.

On 24 January 1994, petitioner union filed with the NCMB a Notice of Strike citing unfair labor practice allegedly committed by respondent company. On 12 February 1994, the union staged a strike.

On 14 February 1994, Secretary of Labor Nieves Confesor issued an assumption order^[4] over the labor dispute. On 02 March 1994, Secretary Confesor issued an order directing respondent company to "immediately accept all striking workers, including the fifty-three (53) terminated union officers, shop stewards and union members back to work under the same terms and conditions prevailing prior to the strike, and to pay all the unpaid accrued year end benefits of its employees in 1993."^[5] On the other hand, petitioner union was directed to "strictly and immediately comply with the return-to-work orders issued by (the) Office."^[6] The same order pronounced that "(a)ll pending cases which are direct offshoots of the instant labor dispute are hereby subsumed herewith."^[7]

In the interim, the case before Labor Arbiter Caday continued. On 16 March 1994, petitioner union filed an “Urgent Manifestation and Motion to Consolidate the Instant Case and to Suspend Proceedings” seeking the consolidation of the case with the labor dispute pending before the Secretary of Labor. Despite objection by respondent company, Labor Arbiter Caday held in abeyance the proceedings before him. However, on 06 June 1994, Acting Labor Secretary Jose S. Brillantes, after finding that the issues raised would require a formal hearing and the presentation of evidentiary matters, directed Labor Arbiters Caday and M. Sol del Rosario to proceed with the hearing of the cases before them and to thereafter submit their report and recommendation to his office.

On 05 September 1995, Labor Arbiter Caday submitted his recommendation to the then Secretary of Labor Leonardo A. Quisumbing.^[8] Then Secretary Quisumbing approved and adopted the report in his Order, dated 13 August 1997, hence:

WHEREFORE, finding the said Report of Labor Arbiter Manuel R. Caday to be supported by substantial evidence, this Office hereby RESOLVES to APPROVE and ADOPT the same as the decision in this case, and judgment is hereby rendered:

- (1) Declaring the ‘overtime boycott’ and ‘work slowdown’ as illegal strike;
- (2) Declaring the respondent union officers namely:

Nestor Ocampo	President
Carmelo Santos	Vice-President
Marites Montejo	Treasurer/Board Member
Rico Gonzales	Auditor
Rod Abuan	Director
Segundino Flores	Director
Hernando Clemente	Director

who spearheaded and led the overtime boycott and work slowdown, to have lost their employment status; and

(3) Finding the respondents guilty of unfair labor practice for violating the then existing CBA which prohibits the union or any employee during the existence of the CBA from staging a strike or engaging in slowdown or interruption of work and ordering them to cease and desist from further committing the aforesaid illegal acts.

Petitioner union moved for the reconsideration of the order but its motion was denied. The union went to the Court of Appeals via a petition for certiorari. In the now questioned decision promulgated on 29 December 1999, the appellate court dismissed the petition. The union's motion for reconsideration was likewise denied.

Hence, the present recourse where petitioner alleged:

THE HONORABLE FIFTH DIVISION OF THE COURT OF APPEALS, LIKE THE HONORABLE PUBLIC RESPONDENT IN THE PROCEEDINGS BELOW, COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT COMPLETELY DISREGARDED "PAROL EVIDENCE RULE" IN THE EVALUATION AND APPRECIATION OF EVIDENCE PROFERRED BY THE PARTIES.

THE HONORABLE FIFTH DIVISION OF THE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION, WHEN IT DID NOT DECLARE PRIVATE RESPONDENT'S ACT OF EXTENDING SUBSTANTIAL SEPARATION PACKAGE TO ALMOST ALL INVOLVED OFFICERS OF PETITIONER UNION, DURING THE PENDENCY OF THE CASE, AS TANTAMOUNT TO CONDONATION, IF INDEED, THERE WAS ANY MISDEED COMMITTED.

THE HONORABLE FIFTH DIVISION OF THE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION WHEN IT HELD THAT THE SECRETARY OF LABOR AND EMPLOYMENT HAS JURISDICTION OVER A CASE (A

PETITION TO DECLARE STRIKE ILLEGAL) WHICH HAD LONG BEEN FILED AND PENDING BEFORE THE LABOR ARBITER.^[9]

We sustain the questioned decision.

On the matter of the authority and jurisdiction of the Secretary of Labor and Employment to rule on the illegal strike committed by petitioner union, it is undisputed that the petition to declare the strike illegal before Labor Arbiter Caday was filed long before the Secretary of Labor and Employment issued the assumption order on 14 February 1994. However, it cannot be denied that the issues of “overtime boycott” and “work slowdown” amounting to illegal strike before Labor Arbiter Caday are intertwined with the labor dispute before the Labor Secretary. In fact, on 16 March 1994, petitioner union even asked Labor Arbiter Caday to suspend the proceedings before him and consolidate the same with the case before the Secretary of Labor. When Acting Labor Secretary Brillantes ordered Labor Arbiter Caday to continue with the hearing of the illegal strike case, the parties acceded and participated in the proceedings, knowing fully well that there was also a directive for Labor Arbiter Caday to thereafter submit his report and recommendation to the Secretary. As the appellate court pointed out, the subsequent participation of petitioner union in the continuation of the hearing was in effect an affirmation of the jurisdiction of the Secretary of Labor.

The appellate court also correctly held that the question of the Secretary of Labor and Employment’s jurisdiction over labor and labor-related disputes was already settled in *International Pharmaceutical, Inc. vs. Hon. Secretary of Labor and Associated Labor Union (ALU)*^[10] where the Court declared:

In the present case, the Secretary was explicitly granted by Article 263(g) of the Labor Code the authority to assume jurisdiction over a labor dispute causing or likely to cause a strike or lockout in an industry indispensable to the national interest, and decide the same accordingly. Necessarily, this authority to assume jurisdiction over the said labor dispute must include and extend to all questions and controversies

arising therefrom, including cases over which the labor arbiter has exclusive jurisdiction.

Moreover, Article 217 of the Labor Code is not without, but contemplates, exceptions thereto. This is evident from the opening proviso therein reading ‘except as otherwise provided under this Code.’ Plainly, Article 263(g) of the Labor Code was meant to make both the Secretary (or the various regional directors) and the labor arbiters share jurisdiction, subject to certain conditions. Otherwise, the Secretary would not be able to effectively and efficiently dispose of the primary dispute. To hold the contrary may even lead to the absurd and undesirable result wherein the Secretary and the labor arbiter concerned may have diametrically opposed rulings. As we have said, ‘(i)t is fundamental that a statute is to be read in a manner that would breathe life into it, rather than defeat it.

In fine, the issuance of the assailed orders is within the province of the Secretary as authorized by Article 263(g) of the Labor Code and Article 217(a) and (5) of the same Code, taken conjointly and rationally construed to subserve the objective of the jurisdiction vested in the Secretary.^[11]

Anent the alleged misappreciation of the evidence proffered by the parties, it is axiomatic that the factual findings of the Labor Arbiter, when sufficiently supported by the evidence on record, must be accorded due respect by the Supreme Court.^[12] Here, the report and recommendation of Labor Arbiter Caday was not only adopted by then Secretary of Labor Quisumbing but was likewise affirmed by the Court of Appeals. We see no reason to depart from their findings.

Petitioner union maintained that the Labor Arbiter and the appellate court disregarded the “parol evidence rule”^[13] when they upheld the allegation of respondent company that the work schedule of its employees was from 6:00 a.m. to 6:00 p.m. and from 6:00 p.m. to 6:00 am. According to petitioner union, the provisions of their CBA on working hours clearly stated that the normal working hours were “from 7:30 a.m. to 4:30 p.m.”^[14] Petitioner union underscored that the regular work hours for the company was only eight (8) hours. It further contended that the Labor Arbiter as well as the Court of

Appeals should not have admitted any other evidence contrary to what was stated in the CBA.

The reliance on the parol evidence rule is misplaced. In labor cases pending before the Commission or the Labor Arbiter, the rules of evidence prevailing in courts of law or equity are not controlling.^[15] Rules of procedure and evidence are not applied in a very rigid and technical sense in labor cases.^[16] Hence, the Labor Arbiter is not precluded from accepting and evaluating evidence other than, and even contrary to, what is stated in the CBA.

In any event, the parties stipulated:

Section 1. Regular Working Hours — A normal workday shall consist of not more than eight (8) hours. The regular working hours for the Company shall be from 7:30 A.M. to 4:30 P.M. The schedule of shift work shall be maintained; however the company may change the prevailing work time at its discretion, should such change be necessary in the operations of the Company. All employees shall observe such rules as have been laid down by the company for the purpose of effecting control over working hours.^[17]

It is evident from the foregoing provision that the working hours may be changed, at the discretion of the company, should such change be necessary for its operations, and that the employees shall observe such rules as have been laid down by the company. In the case before us, Labor Arbiter Caday found that respondent company had to adopt a continuous 24-hour work daily schedule by reason of the nature of its business and the demands of its clients. It was established that the employees adhered to the said work schedule since 1988. The employees are deemed to have waived the eight-hour schedule since they followed, without any question or complaint, the two-shift schedule while their CBA was still in force and even prior thereto. The two-shift schedule effectively changed the working hours stipulated in the CBA. As the employees assented by practice to this arrangement, they cannot now be heard to claim that the overtime boycott is justified because they were not obliged to work beyond eight hours.

As Labor Arbiter Caday elucidated in his report:

Respondents' attempt to deny the existence of such regular overtime schedule is belied by their own awareness of the existence of the regular overtime schedule of 6:00 A.M. to 6:00 P.M. and 6:00 P.M. to 6:00 A.M. of the following day that has been going on since 1988. Proof of this is the case undisputedly filed by the union for and in behalf of its members, wherein it is claimed that the company has not been computing correctly the night premium and overtime pay for work rendered between 2:00 A.M. and 6:00 A.M. of the 6:00 P.M. to 6:00 A.M. shift. (Tsn. pp. 9-10, testimony of Alessandro G. Salazar during hearing on August 9, 1994). In fact, the union Vice-President Carmelo C. Santos, demanded that the company make a recomputation of the overtime records of the employees from 1987 (Exh. "P"). Even their own witness, union Director Enrico C. Gonzales, testified that when in 1992 he was still a Quality Control Inspector at the Sucat Plant of the company, his schedule was sometime at 6:00 A.M. to 6:00 P.M., sometime at 6:00 A.M. to 2:00 P.M., at 2:00 P.M. to 10:00 P.M. and sometime at 6:00 P.M. to 6:00 A.M., and when on the 6 to 6 shifts, he received the commensurate pay (t.s.n. pp. 7-9, hearing of January 10, 1994). Likewise, while in the overtime permits, dated March 1, 6, 8, 9 to 12, 1993, which were passed around daily for the employees to sign, his name appeared but without his signatures, he however had rendered overtime during those dates and was paid because unlike in other departments, it has become a habit to them to sign the overtime schedule weekly (t.s.n. pp. 26-31, hearing of January 10, 1994). The awareness of the respondent union, its officers and members about the existence of the regular overtime schedule of 6:00 A.M. to 6:00 P.M. and 6:00 P.M. to 6:00 A.M. of the following day will be further shown in the discussion of the second issue.^[18]

As to the second issue of whether or not the respondents have engaged in "overtime boycott" and "work slowdown" from April 16, 1993 up to March 7, 1994, both amounting to illegal strike, the evidence presented is equally crystal clear that the "overtime boycott" and "work slowdown" committed by the respondents amounted to illegal strike.

As undisputably testified to by Mr. Alessandro G. Salazar, the company's Vice-President-Human Resources Department, sometime

in February, 1993, he was approached by the union President Nestor Ocampo and Union Director Hernando Clemente who asked him as to what was the stand of the company regarding the duration of the CBA between the company and which was set to expire on July 31, 1993. He answered that the matter could be best discussed during the formal renegotiations which anyway was to start soon. This query was followed up sometime in March, 1993, and his answer was the same. In early April, 1993, the union president requested for a meeting to discuss the duration and effectivity of the CBA. Acceding to the request, a meeting was held on April 15, 1993 wherein the union officers asked him if he would agree to make the new CBA effective on August 1, 1993 and the term thereof to be valid for only two (2) years. When he answered that it was still premature to discuss the matter, the very next day, April 16, 1993, all the rank and file employees of the company refused to follow their regular two-shift work schedule of 6:00 A.M. to 6:00 P.M. and 6:00 P.M. to 6:00 A.M., when after the 8-hours work, they abruptly stopped working at 2:00 P.M. and 2:00 A.M., respectively, leaving their place of work without sealing the containers and securing the raw materials they were working on. When he saw the workers leaving before the end of their shift, he asked them why and their reply was “asked (sic) the union officers.” Alarmed by the overtime boycott and the damage it was causing the company, he requested for a meeting with the union officers. In the meeting, he asked them why the regular work schedule was not being followed by the employees, and union Director Enrico Gonzales, with the support of the other union officers, told him that if management would agree to a two-year duration for the new CBA and an effectivity date of August 1, 1993, all employees will return to the normal work schedule of two 12-hour shifts. When answered that the management could not decide on the matter at the moment and to have it discussed and agreed upon during the formal renegotiations, the overtime boycott continued and the employees at the same time employed a work slowdown campaign during working hours, causing considerable delay in the production and complaints from the clients/customers (Exh. “O”, Affidavit of Alessandro G. Salazar which formed part of his direct testimony). This testimonial narrations of Salazar was, as earlier said, undisputed because the respondents’ counsel waived his cross examination (t.s.n. p. 15, hearing on August 9, 1994).

Aside from the foregoing undisputed testimonies of Salazar, the testimonies of other Department Managers pointing to the union officers as the instigators of the overtime boycott and work slowdown, the testimony of Epifanio Salumbides (Exh. "Y") a union member at the time the concerted activities of the respondents took place, is quoted hereunder:

"2. Noon Pebrero 1993, ipinatawag ng Presidente ng Unyon na si Nestor Ocampo ang lahat ng taga-maintenance ng bawat departamento upang dumalo sa isang miting. Sa miting na iyon, sinabi ni Rod Abuan, na isang Direktor ng Unyon, na mayroon ilalabas na memo ang Unyon na nag-uutos sa mga empleyado ng Kompanya na mag-imbento ng sari-saring dahilan para lang hindi sila makapagtrabaho ng "overtime". Sinabihan rin ako ni Tessie Montejo na siya namang Treasurer ng Unyon na 'Manny, huwag ka na lang pumasok sa Biyernes para hindi ka masabihan ng magtrabaho ng Sabado at Linggo' na siya namang araw ng "overtime" ko.

"3. Nakalipas ang dalawang buwan at noong unang bahagi ng Abril 1993, miniting kami ng Shop Stewards namin na sina Ariel Abenoja, Dany Tansiongco at Vicky Baron. Sinabihan kami na huwag ng mag-overtime pag nagbigay ng senyas ang Unyon ng "showtime."

"4. Noong umaga ng ika-15 ng Abril 1993, nagsabi na si Danny Tansiongco ng "showtime". Dahil dito wala ng empleyadong nag-overtime at sabay-sabay silang umalis, maliban sa akin. Ako ay pumasok rin noong Abril 17 at 18, 1993 na Sabado at Linggo.

"5. Noong ika-19 ng Abril 1993, ako ay ipinatawag ni Ariel Abenoja Shop Steward, sa opisina ng Unyon. Nadatnan ko doon ang halos lahat ng opisyaes ng Unyon na sina:

Nestor Ocampo	Presidente
Carmelo Santos	Bise-Presidente
Nanding Clemente	Director
TessMontejo	Chief Steward
Segundo Flores	Director

Enrico Gonzales
Boy Alcantara
Rod Abuan

Auditor
Shop Steward
Director

at marami pang iba na hindi ko na maala-ala. Pagpasok ko, ako'y pinaligiran ng mga opisyaes ng Unyon. Tinanong ako ni Rod Aguan kung bakit ako "nag-overtime" gayong "Binigyan ka na namin ng instruction na huwag pumasok, pinilit mo pa ring pumasok." "Management ka ba o Unyonista." Sinagot ko na ako ay Unyonista. Tinanong niya muli kung bakit ako pumasok. Sinabi ko na wala akong maibigay na dahilan para lang hindi pumasok at "mag-overtime." Pagkatapos nito, ako ay pinagmumura ng mga opisyaes ng Unyon kaya't ako ay madaliang umalis.

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Likewise, the respondents' denial of having a hand in the work slowdown since there was no change in the performance and work efficiency for the year 1993 as compared to the previous year was even rebuffed by their witness Ma. Theresa Montejo, a Quality Control Analyst. For on cross-examination, she (Montejo) admitted that she could not answer how she was able to prepare the productivity reports from May 1993 to February 1994 because from April 1993 up to April 1994, she was on union leave. As such, the productivity reports she had earlier shown was not prepared by her since she had no personal knowledge of the reports (t.s.n. pp. 32-35, hearing of February 27, 1995). Aside from this admission, the comparison made by the respondents was of no moment, because the higher production for the years previous to 1993 was reached when the employees regularly rendered overtime work. But undeniably, overtime boycott and work slowdown from April 16, 1993 up to March 7, 1994 had resulted not only in financial losses to the company but also damaged its business reputation.

Evidently, from all the foregoing, respondents' unjustified unilateral alteration of the 24-hour work schedule thru their concerted activities of "overtime boycott" and "work slowdown" from April 16, 1993 up to March 7, 1994, to force the petitioner company to accede to their

unreasonable demands, can be classified as a strike on an installment basis, as correctly called by petitioner company.^[19]

It is thus undisputed that members of the union by their own volition decided not to render overtime services in April 1993.^[20] Petitioner union even admitted this in its Memorandum, dated 12 April 1999, filed with the Court of Appeals, as well as in the petition before this Court, which both stated that “sometime in April 1993, members of herein petitioner, on their own volition and in keeping with the regular working hours in the Company decided not to render overtime”.^[21] Such admission confirmed the allegation of respondent company that petitioner engaged in “overtime boycott” and “work slowdown” which, to use the words of Labor Arbiter Caday, was taken as a means to coerce respondent company to yield to its unreasonable demands.

More importantly, the “overtime boycott” or “work slowdown” by the employees constituted a violation of their CBA, which prohibits the union or employee, during the existence of the CBA, to stage a strike or engage in slowdown or interruption of work.^[22] In *Ilaw at Buklod ng Manggagawa vs. NLRC*,^[23] this Court ruled:

The concerted activity in question would still be illicit because contrary to the workers’ explicit contractual commitment “that there shall be no strikes, walkouts, stoppage or slowdown of work, boycotts, secondary boycotts, refusal to handle any merchandise, picketing, sit-down strikes of any kind, sympathetic or general strikes, or any other interference with any of the operations of the COMPANY during the term of (their collective bargaining) agreement.”

What has just been said makes unnecessary resolution of SMC’s argument that the workers’ concerted refusal to adhere to the work schedule in force for the last several years, is a slowdown, an inherently illegal activity essentially illegal even in the absence of a no-strike clause in a collective bargaining contract, or statute or rule. The Court is in substantial agreement with the petitioner’s concept of a slowdown as a “strike on the installment plan;” as a willful reduction in the rate of work by concerted action of workers for the purpose of restricting the

output of the employer, in relation to a labor dispute; as an activity by which workers, without a complete stoppage of work, retard production or their performance of duties and functions to compel management to grant their demands. The Court also agrees that such a slowdown is generally condemned as inherently illicit and unjustifiable, because while the employees “continue to work and remain at their positions and accept the wages paid to them,” they at the same time “select what part of their allotted tasks they care to perform of their own volition or refuse openly or secretly, to the employer’s damage, to do other work;” in other words, they “work on their own terms.”^[24]

Finally, the Court cannot agree with the proposition that respondent company, in extending substantial separation package to some officers of petitioner union during the pendency of this case, in effect, condoned the illegal acts they committed.

Respondent company correctly postured that at the time these union officers obtained their separation benefits, they were still considered employees of the company. Hence, the company was merely complying with its legal obligations.^[25] Respondent company could have withheld these benefits pending the final resolution of this case. Yet, considering perhaps the financial hardships experienced by its employees and the economic situation prevailing, respondent company chose to let its employees avail of their separation benefits. The Court views the gesture of respondent company as an act of generosity for which it should not be punished.

WHEREFORE, the petition is **DENIED DUE COURSE** and the 29 December 1999 decision of the Court of Appeals is **AFFIRMED**.

SO ORDERED.

**Davide, Jr., C.J., Pardo, and Ynares-Santiago, JJ., concur.
Puno, J., on official leave.**

[1] Given on 09 August 1995.

[2] Rollo, p. 45-46. The testimony of Salazar was not disputed since counsel for the union waived his right to cross-examine the witness.

- [3] Docketed NCBM-NCR-PM-10-270-93.
- [4] OS-AJ-0011-94; NCBM-NCR-PM-10-270-93 and NCBM-NCR-NS-01-032-94.
- [5] Rollo, p. 47.
- [6] Ibid.
- [7] Id.
- [8] Now Associate Justice of this Court.
- [9] Rollo, pp. 26-27.
- [10] 205 SCRA 59 (1992).
- [11] Id., at 65-66, underscoring supplied.
- [12] Rural Bank of Alaminos Employees Union vs. NLRC, 317 SCRA 669 (1999).
- [13] The parol evidence rule provides that “(w)hen the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors-in-interest, no evidence of such terms other than the contents of the written agreement.” (Section 9 [par. 1], Rule 130 of the Rules of Court).
- [14] Rollo, p. 28.
- [15] Philippine Scout Veterans Security and Investigation Agency, Inc. vs. NLRC, 299 SCRA 690 (1998).
- [16] Ibid.
- [17] Article VI of the CBA, Records, at 36; underscoring ours.
- [18] Records, p. 69.
- [19] Records, p. 71-76.
- [20] The sudden shift in the work schedule (from 24-hours to 16-hours) and the failure of the employees to report for work on Saturdays was testified to by H. Tanwangco (TSN, 03 October 1994, at 37-40), F. San Gabriel (TSN, 13 February 1994, at 10-11) and N.A. Padilla (TSN, 08 February 1994, at 18-19), Rollo, p. 131.
- [21] Rollo, p. 15-16, 55.
- [22] Id., at 48.
- [23] 198 SCRA 586 (1991).
- [24] Id., at 598-599.
- [25] Rollo, p. 57.