SECOND DIVISION

[G.R. No. 138938. October 24, 2000]

CELESTINO VIVIERO, *petitioner, vs.* COURT OF APPEALS, HAMMONIA MARINE SERVICES, and HANSEATIC SHIPPING CO., LTD. *respondents*.

D E C I S I O N

BELLOSILLO, *J.*:

CELESTINO VIVERO, in this petition for review, seeks the reversal of the Decision of the Court of Appeals of 26 May 1999 setting aside the Decision of the National Labor Relations Commission of 28 May 1998 as well as its Resolution of 23 July 1998 denying his motion for its reconsideration, and reinstating the decision of the Labor Arbiter of 21 January 1997.

Petitioner Vivero, a licensed seaman, is a member of the Associated Marine Officers and Seamen's Union of the Philippines (AMOSUP).The Collective Bargaining Agreement entered into by AMOSUP and private respondents provides, among others -

ARTICLE XII

GRIEVANCE PROCEDURE

x x x x

Sec. 3. A dispute or grievance arising in connection with the terms and provisions of this Agreement shall be adjusted in accordance with the following procedure:

1. Any seaman who feels that he has been unjustly treated or even subjected to an unfair consideration shall endeavor to have said grievance adjusted by the designated representative of the unlicensed department abroad the vessel in the following manner:

A. Presentation of the complaint to his immediate superior.

B. Appeal to the head of the department in which the seaman involved shall be employed.

C. Appeal directly to the Master.

Sec. 4. If the grievance cannnot be resolved under the provision of Section 3, the decision of the Master shall govern at sea x x x x in foreign ports and until the vessel arrives at a port where the Master shall refer such dispute to either the COMPANY or the UNION in order to resolve such dispute. It is understood, however, if the dispute could not be resolved then both parties shall avail of the grievance procedure.

Sec. 5. In furtherance of the foregoing principle, there is hereby created a GRIEVANCE COMMITTEE to be composed of two COMPANY REPRESENTATIVES to be designated by the COMPANY and two LABOR REPRESENTATIVES to be designated by the UNION.

Sec. 6. Any grievance, dispute or misunderstanding concerning any ruling, practice, wages or working conditions in the COMPANY, or any breach of the Employment Contract, or any dispute arising from the meaning or the application of the provision of this Agreement or a claim of violation thereof or any complaint that any such crewmembers may have against the COMPANY, as well as complaint which the COMPANY may have against such crewmembers shall be brought to the attention of the GRIEVANCE COMMITTEE before either party takes any action, legal or otherwise.

Sec. 7. The COMMITTEE shall resolve any dispute within seven (7) days from and after the same is submitted to it for resolution and if the same cannot be settled by the COMMITTEE or if the COMMITTEE fails to act on the dispute within the 7-day period herein provided, the same shall be referred to a VOLUNTARY ARBITRATION COMMITTEE.

An "impartial arbitrator" will be appointed by mutual choice and consent of the UNION and the COMPANY who shall hear and decide the dispute or issue presented to him and his decision shall be final and unappealable x x x x[1]

As found by the Labor Arbiter -

Complainant was hired by respondent as Chief Officer of the vessel "*M.V. Sunny Prince*" on 10 June 1994 under the terms and conditions, to wit:

Duration of Contract - - - - 10 months

Basic Monthly Salary - - - - US $1,100.00

Hours of Work - - - - 44 hrs./week

Overtime - - - - 495 lump O.T.

Vacation leave with pay - - - - US $220.00/mo.

On grounds of very poor performance and conduct, refusal to perform his job, refusal to report to the Captain or the vessels Engineers or cooperate with other ship officers about the problem in cleaning the cargo holds or of the shipping pump and his dismal relations with the Captain of the vessel, complainant was repatriated on 15 July 1994.

On 01 August 1994, complainant filed a complaint for illegal dismissal at Associated Marine Officers and Seamans Union of the Philippines (AMOSUP) of which complainant was a member. Pursuant to Article XII of the Collective Bargaining Agreement, grievance proceedings were conducted; however, parties failed to reach and settle the dispute amicably, thus, on 28 November 1994, complainant filed [a] complaint with the Philippine Overseas Employment Administration (POEA).[2]

The law in force at the time petitioner filed his *Complaint* with the POEA was EO No. 247.[3]

While the case was pending before the POEA, private respondents filed a *Motion to Dismiss* on the ground that the POEA had nojurisdiction over the case considering petitioner Vivero's failure to refer it to a Voluntary Arbitration Committee in accordance with the CBA between the parties. Upon the enactment of RA 8042, the *Migrant Workers and Overseas Filipinos Act of 1995*, the case was transferred to the Adjudication Branch of the National Labor Relations Commission.

On 21 January 1997 Labor Arbiter Jovencio Ll. Mayor Jr., on the basis of the pleadings and documents available on record, rendered a decision dismissing the *Complaint* for want of jurisdiction.[4] According to the Labor Arbiter, since the CBA of the parties provided for the referral to a Voluntary Arbitration Committee should the Grievance Committee fail to settle the dispute, and considering the mandate of Art. 261 of the Labor Code on the original and exclusive jurisdiction of Voluntary Arbitrators, the Labor Arbiter clearly had no jurisdiction over the case.[5]

Petitioner (complainant before the Labor Arbiter) appealed the dismissal of his petition to the NLRC. On 28 May 1998 the NLRC set aside the decision of the Labor Arbiter on the ground that the record was clear that petitioner had exhausted his remedy by submitting his case to the Grievance Committee of AMOSUP. Considering however that he could not obtain any settlement he had to ventilate his case before the proper forum, *i.e.*, the Philippine Overseas Employment Administration.[6] The NLRC further held that the contested portion in the CBA providing for the intercession of a Voluntary Arbitrator was not binding upon petitioner since both petitioner and private respondents had to agree voluntarily to submit the case before a Voluntary Arbitrator or Panel of Voluntary Arbitrators. This would entail expenses as the Voluntary Arbitrator chosen by the parties had to be paid. Inasmuch however as petitioner chose to file

his *Complaint* originally with POEA, then the Labor Arbiter to whom the case was transferred would have to take cognizance of the case.[7]

The NLRC then remanded the case to the Labor Arbiter for further proceedings. On 3 July 1998 respondents filed a *Motion for Reconsideration* which was denied by the NLRC on 23 July 1998.

Thus, private respondents raised the case to the Court of Appeals contending that the provision in the CBA requiring a dispute which remained unresolved by the Grievance Committee to be referred to a Voluntary Arbitration Committee, was mandatory in character in view of the CBA between the parties. They stressed that "since it is a policy of the state to promote voluntary arbitration as a mode of settling labor disputes, it is clear that the public respondent gravely abused its discretion in taking cognizance of a case which was still within the mantle of the Voluntary Arbitration Commitees jurisdiction."[8]

On the other hand, petitioner argued -

(A)s strongly suggested by its very title, referral of cases of this nature to the Voluntary Arbitration Committee is voluntary in nature. Otherwise, the committee would not have been called Voluntary Arbitration Committee but rather, a Compulsory Arbitration Committee. Moreover, if the referral of cases of similar nature to the Voluntary Arbitration Committee would be deemed mandatory by virtue of the provisions in the CBA, the [NLRC] would then be effectively deprived of its jurisdiction to try, hear and decide termination disputes, as provided for under Article 217 of the Labor Code. Lastly, [respondents] ought to be deemed to have waived their right to question the procedure followed by [petitioner], considering that they have already filed their Position Paper before belatedly filing a Motion toDismiss x x x x [9]

But the Court of Appeals ruled in favor of private respondents. It held that the CBA "is the law between the parties and compliance therewith is mandated by the express policy of the law."[10] Hence, petitioner should have followed the provision in the CBA requiring the submission of the dispute to the Voluntary Arbitration Committee once the Grievance Committee failed to settle the controversy.[11] According to the Court of Appeals, the parties did not have the choice to "volunteer" to refer the dispute to the Voluntary Arbitrator or a Panel of Arbitrators when there was already an agreement requiring them to do so. "Voluntary Arbitration" means that it is binding because of a prior agreement or contract, while "Compulsory Arbitration" is when the law declares the dispute subject to arbitration, regardless of the consent or desire of the parties.[12]

The Court of Appeals further held that the Labor Code itself enumerates the original and exclusive jurisdiction of the Voluntary Arbitrator or Panel of Voluntary Arbitrators, and prohibits the NLRC and the Regional Directors of the Department of Labor and Employment (DOLE) from entertaining cases falling under the same.[13] Thus, the fact that private respondents filed their Position Paper first before filing their *Motion to Dismiss* was immaterial and did not operate to confer jurisdiction upon the Labor

Arbiter, following the well-settled rule that jurisdiction is determined by law and not by consent or agreement of the parties or by estoppel.[14]

Finally, the appellate court ruled that a case falling under the jurisdiction of the Labor Arbiter as provided under Art. 217 of the Labor Code may be lodged instead with a Voluntary Arbitrator because the law prefers, or gives primacy, to voluntary arbitration instead of compulsoryarbitration.[15] Consequently, the contention that the NLRC would be deprived of its jurisdiction to try, hear and decide termination disputes under Art. 217 of the Labor Code, should the instant dispute be referred to the Voluntary Arbitration Committee, is clearly bereft of merit.[16] Besides, the Voluntary Arbitrator, whether acting solely or in a panel, enjoys in law the status of a quasi-judicial agency independent of, and apart from, the NLRC since his decisions are not appealable to the latter.[17]

Celestino Vivero, in his petition for review assailing the Decision of the Court of Appeals, alleges that the appellate court committed grave abuse of discretion in holding that a Voluntary Arbitrator or Panel of Voluntary Arbitrators, and not the Adjudication Branch of the NLRC, has jurisdiction over his complaint for illegal dismissal. He claims that his complaint for illegal dismissal was undeniably a termination dispute and did not, in any way, involve an "interpretation or implementation of collective bargaining agreement" or "interpretation" or "enforcement" of company personnel policies. Thus, it should fall within the original and exclusive jurisdiction of the NLRC and its Labor Arbiter, and not with a Voluntary Arbitrator, in accordance with Art. 217 of the Labor Code.

Private respondents, on the other hand, allege that the case is clearly one "involving the proper *interpretation* and *implementation* of the*Grievance Procedure* found in the *Collective Bargaining Agreement* (CBA) between the parties"[18] because of petitioners allegation in his claim/assistance request form submitted to the Union, to wit:

NATURE OF COMPLAINT

3. Illegal Dismissal - Reason: (1) That in this case it was the master of M.V. SUNNY PRINCE Capt. Andersen who created the trouble with physical injury and stating false allegation; (2) That there was no proper procedure of grievance; (3) No proper notice of dismissal.

Is there a Notice of dismissal? _x_ Yes or ____ No

What date? 11 July 1994

Is there a Grievance Procedure observed? ____ Yes or _x_ No[19]

Private respondents further allege that the fact that petitioner sought the assistance of his Union evidently shows that he himself was convinced that his *Complaint* was within the ambit of the jurisdiction of the grievance machinery and subsequently by a Panel of Voluntary Arbitrators as provided for in their CBA, and as explicitly mandated by Art. 261 of the Labor Code.[20]

Thus, the issue is whether the NLRC is deprived of jurisdiction over illegal dismissal cases whenever a CBA provides for grievance machinery and voluntary arbitration proceedings. Or, phrased in another way, does the dismissal of an employee constitute a "grievance between the parties," as defined under the provisions of the CBA, and consequently, within the exclusive original jurisdiction of the Voluntary Arbitrators, thereby rendering the NLRC without jurisdiction to decide the case?

On the original and exclusive jurisdiction of Labor Arbiters, Art. 217 of the Labor Code provides -

Art. 217. *Jurisdiction of 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; (2) *Termination disputes*; (3) If accompanied with a claim for reinstatement, those cases that workers may file involving wages, rates of pay, hours of work and other terms and conditions of employment; (4) *Claims for actual, moral, exemplary and other forms of damages arising from the employer-employee relations*; (5) Cases arising from any violation of Article 264 of this Code, including questions involving the legality of strikes and lockouts; and, (6) Except claims for Employees Compensation, Social Security, Medicare and maternity benefits, all other claims arising from employer-employee relations, including those of persons in domestic or household service, involving an amount exceeding five thousand pesos (₱5,000.00) regardless of whether accompanied with a claim for reinstatement.

(b) The Commission shall have exclusive appellate jurisdiction over all cases decided by Labor Arbiters.

(c) Cases arising from the interpretation 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 (*emphasis supplied*).

However, any or all of these cases may, by agreement of the parties, be submitted to a Voluntary Arbitrator or Panel of Voluntary Arbitrators for adjudication. Articles 261 and 262 of the Labor Code provide -

Art. 261. *Jurisdiction of Voluntary Arbitrators or 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.

The Commission, its Regional Offices and the Regional Directors of the Department of Labor and Employment shall not entertain disputes, grievances or matters under the exclusive and original jurisdiction of the Voluntary Arbitrator or panel of Voluntary Arbitrators and shall immediately dispose and refer the same to the Grievance Machinery or Voluntary Arbitration provided in the Collective Bargaining Agreement.

Art. 262. *Jurisdiction Over Other Labor Disputes*. - The Voluntary Arbitrator or panel of Voluntary Arbitrators, *upon agreement of the parties*, shall also hear and decide all other labor disputes including unfair labor practices and bargaining deadlocks (*emphasis supplied*).

Private respondents attempt to justify the conferment of jurisdiction over the case on the Voluntary Arbitrator on the ground that the issue involves the proper interpretation and implementation of the Grievance Procedure found in the CBA. They point out that when petitioner sought the assistance of his Union to avail of the grievance machinery, he in effect submitted himself to the procedure set forth in the CBA regarding submission of unresolved grievances to a Voluntary Arbitrator.

The argument is untenable. The case is primarily a termination dispute. It is clear from the claim/assistance request form submitted by petitioner to AMOSUP that he was challenging the legality of his dismissal for lack of cause and lack of due process. The issue of whether there was proper interpretation and implementation of the CBA provisions comes into play only because the grievance procedure provided for in the CBA was not observed after he sought his Unions assistance in contesting his termination. Thus, the question to be resolved necessarily springs from the primary issue of whether there was a valid termination; without this, then there would be no reason to invoke the need to interpret and implement the CBA provisions properly.

In *San Miguel Corp. v. National Labor Relations Commission*[21] this Court held that the phrase "all other labor disputes" may include termination disputes provided that the agreement between the Union and the Company states "in unequivocal language that [the parties] conform to the submission of termination disputes and unfair labor practices to voluntary arbitration."[22] Ergo, it is not sufficient to merely say that parties to the CBA agree on the principle that "*all disputes*" should first be submitted to a Voluntary Arbitrator. There is a need for an express stipulation in the CBA that illegal termination disputes should be resolved by a Voluntary Arbitrator or Panel of Voluntary

Arbitrators, since the same fall within a special class of disputes that are generally within the exclusive original jurisdiction of Labor Arbiters by express provision of law. Absent such express stipulation, the phrase "*all disputes*" should be construed as limited to the areas of conflict traditionally within the jurisdiction of Voluntary Arbitrators, *i.e.*, disputes relating to contract-interpretation, contract-implementation, or interpretation or enforcement of company personnel policies. Illegal termination disputes - not falling within any of these categories - should then be considered as a special area of interest governed by a specific provision of law.

In this case, however, while the parties did agree to make termination disputes the proper subject of voluntary arbitration, such submission remains discretionary upon the parties. A perusal of the CBA provisions shows that Sec. 6, Art. XII (Grievance Procedure) of the CBA is the general agreement of the parties to refer grievances, disputes or misunderstandings to a grievance committee, and henceforth, to a voluntary arbitration committee. The requirement of specificity is fulfilled by Art. XVII (Job Security) where the parties agreed -

> Sec. 1. Promotion, demotion, suspension, dismissal or disciplinary action of the seaman shall be left to the discretion of the Master, upon consultation with the Company and notification to the Union. This notwithstanding, any and all disciplinary action taken on board the vessel shall be provided for in Appendix B of this Agreement x x x x [23]
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> Sec. 4. x x x x Transfer, lay-off or discipline of seamen for incompetence, inefficiency, neglect of work, bad behavior, perpetration of crime, drunkenness, insubordination, desertion, violation of x x x regulations of any port touched by the Companys vessel/s and other just and proper causes shall be at Masters discretion x x x in the high seas or foreign ports. The Master shall refer the case/dispute upon reaching port and if not satisfactorily settled, the case/dispute *may be referred to the grievance machinery or procedure* hereinafter provided (*emphasis supplied*).[24]

The use of the word "*may*" shows the intention of the parties to reserve the right to submit the illegal termination dispute to the jurisdiction of the Labor Arbiter, rather than to a Voluntary Arbitrator. Petitioner validly exercised his option to submit his case to a Labor Arbiter when he filed his *Complaint* before the proper government agency.

Private respondents invoke *Navarro III v. Damasco*[25] wherein the Court held that "it is the policy of the state to promote voluntary arbitration as a mode of settling disputes."[26] It should be noted, however, that in *Navarro III* all the parties voluntarily submitted to the jurisdiction of the Voluntary Arbitrator when they filed their respective position papers and submitted documentary evidence before him. Furthermore, they manifested during the initial conference that they were not questioning the authority of the Voluntary Arbitrator.[27] In the case at bar, the dispute was never brought to a Voluntary Arbitrator for resolution; in fact, petitioner precisely requested the Court to recognize the jurisdiction of the Labor Arbiter over the case. The Court had held in *San Miguel Corp. v. NLRC*[28] that neither officials nor tribunals can

assume jurisdiction in the absence of an express legal conferment. In the same manner, petitioner cannot arrogate into the powers of Voluntary Arbitrators the original and exclusive jurisdiction of Labor Arbiters over unfair labor practices, termination disputes, and claims for damages, in the absence of an express agreement between the parties in order for Art. 262 of the Labor Code to apply in the case at bar. In other words, the Court of Appeals is correct in holding that Voluntary Arbitration is mandatory in character if there is a specific agreement between the parties to that effect. It must be stressed however that, in the case at bar, the use of the word "*may*" shows the intention of the parties to reserve the right of recourse to Labor Arbiters.

The CBA clarifies the proper procedure to be followed in situations where the parties expressly stipulate to submit termination disputes to the jurisdiction of a Voluntary Arbitrator or Panel of Voluntary Arbitrators. For when the parties have validly agreed on a procedure for resolving grievances and to submit a dispute to voluntary arbitration then that procedure should be strictly observed. Non-compliance therewith cannot be excused, as petitioner suggests, by the fact that he is not well-versed with the "fine prints" of the CBA. It was his responsibility to find out, through his Union, what the provisions of the CBA were and how they could affect his rights. As provided in Art. 241, par. (p), of the Labor Code -

(p) It shall be the duty of any labor organization and its officers to inform its members on the provisions of its constitution and by-laws, collective bargaining agreement, the prevailing labor relations system and all their rights and obligations under existing labor laws.

In fact, any violation of the rights and conditions of union membership is a "ground for cancellation of union registration or expulsion of officer from office, whichever is appropriate. At least thirty percent (30%) of all the members of a union or any member or members especially concerned may report such violation to the Bureau [of Labor Relations] x x x x"[29]

It may be observed that under *Policy Instruction No. 56* of the Secretary of Labor, dated 6 April 1993, "*Clarifying the Jurisdiction Between Voluntary Arbitrators and Labor Arbiters Over Termination Cases and Providing Guidelines for the Referral of Said Cases Originally Filed with the NLRC to the NCMB*," termination cases arising in or resulting from the interpretation and implementation of collective bargaining agreements and interpretation and enforcement of company personnel policies which were initially processed at the various steps of the plant-level Grievance Procedures under the parties' collective bargaining agreements fall within the original and exclusive jurisdiction of the voluntary arbitrator pursuant to Art. 217 (c) and Art. 261 of the Labor Code; and, if filed before the Labor Arbiter, these cases shall be dismissed by the Labor Arbiter for lack of jurisdiction and referred to the concerned NCMB Regional Branch for appropriate action towards an expeditious selection by the parties of a Voluntary Arbitrator or Panel of Arbitrators based on the procedures agreed upon in the CBA.

As earlier stated, the instant case is a termination dispute falling under the original and exclusive jurisdiction of the Labor Arbiter, and does not specifically involve the

application, implementation or enforcement of company personnel policies contemplated in *Policy Instruction No. 56*.Consequently, *Policy Instruction No. 56* does not apply in the case at bar. In any case, private respondents never invoked the application of*Policy Instruction No. 56* in their *Position Papers*, neither did they raise the question in their *Motion to Dismiss* which they filed nine (9) months after the filing of their *Position Papers*. At this late stage of the proceedings, it would not serve the ends of justice if this case is referred back to a Voluntary Arbitrator considering that both the AMOSUP and private respondents have submitted to the jurisdiction of the Labor Arbiter by filing their respective *Position Papers* and ignoring the grievance procedure set forth in their CBA.

After the grievance proceedings have failed to bring about a resolution, AMOSUP, as agent of petitioner, should have informed him of his option to settle the case through voluntary arbitration. Private respondents, on their part, should have timely invoked the provision of their CBA requiring the referral of their unresolved disputes to a Voluntary Arbitrator once it became apparent that the grievance machinery failed to resolve it prior to the filing of the case before the proper tribunal. The private respondents should not have waited for nine (9) months from the filing of their *Position Paper* with the POEA before it moved to dismiss the case purportedly for lack of jurisdiction. As it is, private respondents are deemed to have waived their right to question the procedure followed by petitioner, assuming that they have the right to do so. Under their CBA, both Union and respondent companies are responsible for selecting an impartial arbitrator or for convening an arbitration committee;[30] yet, it is apparent that neither made a move towards this end. Consequently, petitioner should not be deprived of his legitimate recourse because of the refusal of both Union and respondent companies to follow the grievance procedure.

WHEREFORE, the Decision of the Court of Appeals is SET ASIDE and the case is remanded to the Labor Arbiter to dispose of the case with dispatch until terminated considering the undue delay already incurred.

SO ORDERED.

Mendoza, Quisumbing, Buena, and *De Leon, Jr., JJ.,* concur.

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[1] *Rollo*, pp. 34-35.

[2] *Id*., pp. 49-50.

[3] Sec. 3, par. (d), of EO No. 247, the "Reorganization Act of the Philippine Overseas Employment Administration" (24 July 1987) provides -

Sec. 3. Powers and Functions. - x x x x (d) Exercise original and exclusive jurisdiction to hear and decide all claims arising out of an employee-employer relationship or by virtue of any law or contract involving Filipino workers for overseas employment including the disciplinary cases; and all pre-employment cases which are administrative in character involving or arising out of violation of requirement laws, rules and regulations including money claims arising therefrom, or violation of the conditions for issuance of license or authority to recruit workers x x x x

[4] *Id*., p. 53.

[5] *Rollo*, p. 66

[6] *Id*., p. 60.

[7] *Id*., p. 61.

[8] *Rollo*, p. 66.

[9] *Rollo*, p. 67.

[10] E. Razon, Inc. *v.* Secretary of Labor and Employment, G.R. No. 85867, 13 May 1993. 222 SCRA 1, 8.

[11] *Rollo*, p. 69.

[12] *Id*., p. 70, citing II Azucena, THE LABOR CODE WITH COMMENTS AND CASES 277 (1993).

[13] *Id*., p. 70.

[14] Tolentino v. Court of Appeals, G.R. No. 123445, 6 October 1997, 280 SCRA 226, 234.

[15] Labor Code, Art. 211, par. (a) provides that: It is the policy of the State to promote and emphasize the primacy of free collective bargaining and negotiations, including voluntary arbitration, mediation and conciliation, as modes of settling labor or industrial disputes.

[16] *Rollo*, p. 70.

[17] *Id*., p. 70; see Luzon Development Bank *v*. Association of Luzon Development Bank Employees, G.R. No. 120319, 6 October 1995, 249 SCRA 162, 168-69, citingLabor Code, Art. 262-A, in relation to Labor Code, Art. 217 (b) and (c), as amended by RA 6715, Sec. 9.

[18] *Id*., p. 74.

[19] *Id*., p. 23.

[20] *Id*., p. 74.

[21] G.R. No. 108001, 15 March 1996, 255 SCRA 133.

[22] *Id*., p. 137.

[23] The aforesaid Appendix B provides for a Table of Offenses and Maximum Penalties, where the offense of insubordination, which includes any acts of disobedience to lawful orders of a superior officer is punished with the maximum penalty of dismissal; *Rollo*, p. 46.

[24] *Rollo*, pp. 36-37.

[25] G.R. No. 101875, 14 July 1995, 246 SCRA 260.

[26] *Id*., p. 264, citing Manguiat, MECHANISMS OF VOLUNTARY ARBITRATION IN LABOR DISPUTES, pp. 2-6 (1978)

[27] See Note 25, p. 264.

[28] See Note 20, pp. 143-44.

[29] Labor Code, Art. 241 (p).

[30] *Rollo*, p. 35.