SUPREME COURT
THIRD DIVISION

PHILIPPINE AIRLINES, INC.,
***Petitioner*,**

-versus-

G.R. No. 118463
December 15, 1997

NATIONAL LABOR RELATIONS COMMISSION and PHILIPPINE AIRLINES EMPLOYEES ASSOCIATION (PALEA),
***Respondents*.**
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D E C I S I O N

NARVASA, *C.J.*:

This case goes back to February 23, 1979, when the Philippine Airlines, Inc. (PAL) and the union representing its ground employees, the PAL Employees Association (PALEA), agreed in writing that their current collective bargaining agreement (CBA) — expiring on September 30, 1979 — would be extended for another year, or until September 30, 1980. It was PAL which proposed the extension, on the plea that it was in no position to enter into a new CBA because it had suffered severe financial losses from devaluation, the fuel price increase, doubling of travel tax, etc.,[1] and PALEA consented to the extension apparently because PAL then undertook to conduct a Job

Evaluation Program (JEP) which would be the basis of a new pay scale to replace that negotiated in 1977[2] and retroact to November 1, 1978.[3] The parties also agreed that a negotiating panel consisting of six members (three from PAL and three from PALEA) would "see to it that in the implementation of the program, internal equity in realignment of positions and responsibility shall be achieved," and thresh out such problems as might arise in course of implementation.[4]

PAL then drew up a pay scale which, being acceptable to PALEA, was immediately implemented. Under it the employees were categorized as supervisory and non-supervisory. In turn, the non-supervisory employees were classified into:

(1) Administrative Clerical;

(2) Marketing and Services; and

(3) Technical.

The supervisory employees were sub-classified into:

(1) Administrative and Clerical, and

(2) Technical.

The sub-classes were further divided into job grades each with a minimum and a maximum salary rate.

Thereafter, a series of enactments increasing the minimum wage (and the mandatory emergency living allowance) came into effect,[5] viz.:

1) PD 1614, promulgated on March 14, 1979, which increased the minimum wage by P2;

2) PD 1713, promulgated on August 18, 1980, which increased the minimum wage by P1.00;

3) PD 1751, promulgated on January 1, 1981, which integrated the mandatory emergency living allowance into the basic monthly wage and increased the minimum wage by P4; and

(4) Wage Order No. 1, promulgated on March 26, 1981, which increased the mandatory emergency living allowance of those having a monthly salary of not more than P1,800, by P2.00 a day.

On May 14, 1981, the parties concluded negotiations for a new CBA covering the period from October 1, 1980 to September 30, 1983. They agreed that: (1) there would be across-the-board pay increases of P120 per month for the first year (effective October 1, 1980), none for the second year, and P105 per month for the third year (effective October 1, 1982); and (2) "PAL shall revise the present payscale to be effective 1 Oct 1982 and its implementation shall be made after consultation with the union."[6] These terms were set out in the Minutes of the CBA negotiations of May 14, 1981. The CBA was signed on May 18, 1981.

On October 18, 1982, PALEA president Mario Santos addressed a letter to PAL (through Ismael Khan, PAL Vice-President on Human Resources) remonstrating that "after almost a month of its supposed implementation and consultation with PALEA, PAL management has not made any move or any action to inform the union of its position on the provisions of the PAL-PALEA CBA.." Khan replied that PAL was "now in the final process of pre-determining the cross section of employees to be benefited by the revised payscale and the various salary administration policies which need to be established in order to minimize if not totally eliminate possible pay distortions."[7]

On July 6, 1983, another Wage Order (No. 2) was issued increasing the minimum daily wage by P1.00, and the daily living allowance of those with a monthly salary of less than P1,800.00, by P1.50 a day. Khan then wrote to PALEA on August 8, 1983, advising that said Wage Order No. 2 was being implemented retroactive to July 1, 1983, that all employees were already properly slotted under the new payscale, and that the updated pay scale would be sent under separate cover.[8] And two days later, a copy of the implementing guidelines of the new pay scale was sent to PALEA.[9]

By letter dated August 29, 1983, PALEA sent its "Counter-Payscale" to PAL with the request that the negotiating panel be convened. PALEA's position was that —

> "(p)ursuant to the PAL-PALEA CBA, a new payscale should be effected on October 1, 1982, the spirit and intent of which is to maintain the P135.00 difference between the minimum rate of the new Payscale and the minimum rate as provided by law. The maintenance of the difference of the P135.00 between the minimum rates necessarily effect wage distortions in the new Payscale. Necessarily, constants for step grades 1 to 10 and job grades 1 to 10 for non-supervisory personnel should likewise be maintained. The same thing holds true for step grades 1 to 10 and job grades 1 to 5 for supervisory level."[10]

On November 7, 1983, still another Wage Order (No. 3) was issued, again increasing the minimum daily wage by P1.00 and the daily living allowance under Wage Order No. 2 by P1.50 daily.

Having received no word from PAL regarding its "Counter Payscale" and request for immediate convening of the negotiation panel to discuss the matter, PALEA filed a complaint with the NLRC, dated December 29, 1983,[11] in which it accused PAL and VP Khan:

1) of unfair labor practice (ULP), in reneging on the obligation assumed on May 14, 1981 to consult the union regarding implementation of the pay scale; and

2) of violating Wage Orders Nos. 2 and 3, in failing to cure the wage distortions as therein mandated.[12]

The case was, however, held in abeyance by agreement of the parties, for the reason that negotiations were then going on for a new CBA to cover the period from 1983 to 1986.

At about this time, yet other Wage Orders were issued, Numbered 4 and 5. Wage Order No. 4, released on May 1, 1984, increased the minimum daily wage of non-agricultural workers (like PALEA members) by P11.00 a day, and integrated into their basic wage the

mandatory emergency living allowances under PDs 1614, 1634, 1678 and 1713.[13] The daily living allowances thus integrated, amounted to P210 a month plus P2.00 a day under PD 1678. Wage Order No. 5, issued on June 5, 1984, raised the minimum daily wage by P3.00 and the daily living allowance, by P5.00 a day for those receiving a salary of P1,800 a month.

On September 14, 1984 PAL and PALEA executed a new CBA.[14] By it, PAL granted:

(1) across-the-board increases of P250 per month, effective October 1, 1983; P150 per month, effective October 1, 1984; and P200 per month, effective October 1, 1985; as well as

(2) "seniority pay" in various amounts fixed according to length of service ranging from a minimum of P25.00 for service of 5 years to P175.00 for service of 20 years and above — avowedly "to preserve the wage gap among its employees."

On November 1, 1984, another Wage Order, No. 6, came into effect, raising the minimum daily wage in the non-agricultural sector by P2.00.

On April 15, 1985, the ULP case against PAL — abated by the parties' agreement — was resumed on motion of PALEA,[15] which presented a supplemental complaint alleging additionally that PAL had also violated Wage Orders Nos. 1, 4, 5 and 6, failed to furnish PALEA with information relative to the new payscale, and "compounded the wage distortions which had accumulated."[16]

In its position paper, PAL (1) denied violating its undertaking to consult the union, arguing that the letters of VP Ismael Khan to the union clearly evinced efforts to comply therewith; (2) averred that "there is no disparity or distortion in the wage structure or payscale;" and (3) stressed that the salary increases in the new CBA between it and PALEA, covering 1983-1986, "effectively removed and cured whatever wage distortions existed in the previous salary scale."[17] In a supplemental pleading, PAL also adverted to the fact that the new CBA "overwhelmingly ratified by the rank and file employees,"

contained a reciprocal waiver proviso rendering moot the wage distortion issue.

PAL further alleged that it granted PALEA "substantial benefits" consisting of:

(1) wage increases in line with the series of wage hikes imposed by law during the period of negotiations; and

(2) seniority pay in various amounts fixed according to length of service, ranging from a minimum of P25.00 for service of 5 years to P175.00 for 20 years and above; this, in order to preserve the wage structure and "the wage gaps between the different job grades."

It drew attention, too, to the mutual waiver clause in the CBA of September 14, 1984, viz.:

> "The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives their right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such object or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement."

In its reply dated September 24, 1985, PALEA controverted PAL's claims and arguments.

Labor Arbiter Teodorico Ruiz thereafter rendered an Order dated April 28, 1986, in which the following conclusions were set forth, among others:

> "We do not agree to respondent's (PAL's) contention that the latest CBA cured or corrected the matter of wage distortions. A perusal of the CBA reveals that while Article V thereof was entitled 'Pay Scale', the pay increases given are of 'normal' nature and retroacts to October 1, 1983 only. Respondents' contention could have afforded us an iota of truth had the pay increase for the first year been made retroactive to October 1, 1982. The provisions of the 13th month pay is but a restatement of the respondents' revised guidelines presented to PALEA President, Mario Santos. Neither could it be said that the minor change in the seniority pay increase can correct the wage distortions claimed.
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> On the matter of waiver, this Office strongly believes that the attendant facts of the case and the attendant circumstances of the CBA point to the fact that the waiver does not include the instant case on wage distortion. Otherwise, it should have been mentioned in the CBA owing to the fact that the CBA negotiations was precisely the ground for which the proceedings of the instant case had been held in abeyance. Equity also demands that when there exists doubt the same should be resolved in favor of labor."

The Order closed with a dispositive portion reading:

> "WHEREFORE AND IN VIEW OF THE ABOVE FINDINGS, this office declares that there exists a wage distortion and since the parties have evinced the desire to seek a solution to this problem, they are hereby directed to sit, within 5 days from receipt of this Order and discuss the wage distortions brought about by Presidential Decrees 1614, 1713, 1751 and 1123 and the Wage Order Nos. 1 to 6 as claimed for in the complaint with the end in view of updating the payscale so as to cure or correct distortions in the wages of the covered employees and to apply the same effective October 1, 1982, pursuant to the respondent's commitment during the CBA negotiations on May 14, 1981. Respondents are further ordered to pay Attorney's fee to the

complainant's counsel equivalent to 10% of the amount involved. The office of the Socio Economic Analyst of this office is also directed to proceed to the office of the respondent and compute the wage distortion and the amount due to the members of the complainant union."

On appeal, the National Labor Relations Commission affirmed the Labor Arbiter's decision in an En Banc resolution promulgated on November 2, 1988. Noting, however, that "the dispositive portion of the appealed order would likely cause some degree of uncertainty because the dispositive portion is unclear as to which shall take precedence between the order to the parties to 'sit down' and update the payscale in order to correct the wage distortions, vis-à-vis the order to the Socio Economic Analyst of this Commission to 'proceed' to appellant's Office and compute the amount due to each member of appellee union the NLRC revised said dispositive portion to read:

"WHEREFORE AND IN VIEW OF THE ABOVE FINDINGS, this Office —

1. declares that there exists a wage distortion and since the parties have evinced the desire to seek a solution to this problem, they are hereby directed to sit, within five (5) days from the receipt of this Order, and discuss the wage distortions brought about by Presidential Decrees 1614, 1713, 1751, and 1123 and the Wage Order Nos. 1 to 6 as claimed for in the complaint with the end in view of updating the payscale so as to cure or correct the distortions in the wages of the covered employees and apply the same effective October 1, 1982, pursuant to respondent's commitment during the CBA negotiations on May 14, 1981;

2. And thereafter, the Office of the Socio Economic Analyst of this Commission is directed to proceed to the Office of the respondent and compute the wage distortion and the amount due the members of the complainant union; and

3. Respondents are further ordered to pay attorney's fees to complainants' counsel equivalent to ten percent (10%) of the amount involved.

PAL filed a motion for reconsideration dated November 21, 1988 in which it prayed that a new order be issued to the effect —

> "1. That PAL and PALEA be required to sit, within five (5) days from receipt of the order, and to discuss:
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> a. The implementation of the revised payscale, to be made effective October 1, 1982 to September 30, 1983; and
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> b. The effect of Wage Order Nos. 2, 3, 5 and 6 on the salary/wage structure of PAL vis-à-vis the employees within the bargaining unit represented by PALEA;
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> *and*
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> 2.) That PAL shall cure or correct any wage distortion which may still exist despite the 1983-86 CBA and the May 1, 1984 payscale by adopting a new payscale effective January 1, 1989, without cost."

The motion was opposed by PALEA, and it was denied by the NLRC on September 30, 1994. Hence this petition for certiorari, dated January 16, 1995, through which PAL prays for:

> (1) nullification of the (a) NLRC resolution dated November 2, 1988, affirming the Labor Arbiter's resolution of April 28, 1986, and (b) the Order dated September 30, 1994 just mentioned, denying its motion for reconsideration; and
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> (2) dismissal of PALEA's complaint "for lack of merit."

By Resolution dated January 17, 1996, the Court gave due course to the petition and required the parties to file memoranda, considering "that the relevant facts appear to have received an incomplete and inadequate treatment in the parties' pleadings; their versions of the facts are not entirely consistent with one another; (and there) also appears an inadequate discussion of the question of how wage distortions should properly be corrected, in light of the procedures

laid down in the Wage Orders in question and such other legal provisions as are pertinent." PAL's memorandum was filed on March 25, 1996;[18] that of PALEA, on May 2, 1996;[19] and that of the Solicitor General in behalf of the NLRC, on May 7, 1996.[20]

PAL rests its case in the special civil action of certiorari at bar on two propositions:

(1) The Labor Arbiter and the NLRC acted beyond their jurisdiction in taking cognizance of an action for correction of wage distortion.

(2) Even assuming their competence, they gravely abused their discretion in declaring the existence of a wage distortion "when no such distortion exists."

Invoking the familiar doctrine that the nature of an action is determined not by its designation but its allegations, PAL points out that while the complaint purports to charge PAL with unfair labor practice, it actually prays for correction of wage distortions. This being so, the exclusive mode prescribed by law for such correction in unionized establishments, is either (1) the prescribed grievance machinery or negotiation between employer and union, and (2) voluntary arbitration, in case the requisite correction cannot thereby be accomplished. This proposition, it says, is clear from the implementing rules of the various relevant decrees and wage orders, particularly Section 5, Chapter IV of the Rules Implementing Wage Order No. 2, which reads:[21]

> "Sec. 5. Effects on Existing Wage Structures. — Where the application of the new minimum wage or allowance rates prescribed herein results in distortions of the wage structures of an establishment, the employer and the union shall negotiate to correct the distortions.
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> Any dispute arising from wage distortions shall be resolved through the grievance procedure or by the voluntary arbitrator named by the parties in their collective bargaining agreement, if the dispute is not settled in the grievance machinery."

PALEA disagrees. It contends that its complaint essentially accuses PAL of violating its duty to bargain collectively — because it implemented the new payscale without consulting it, and refused to convene the negotiation panel to resolve their differences thereon — and is thus really one for unfair labor practice under Article 248 (g) of the Labor Code falling within the original and exclusive jurisdiction of Labor Arbiters in accordance with Article 217 of the same Code. It also theorizes that PAL is in estoppel to challenge the jurisdiction of the Labor Arbiter and the NLRC since it "never questioned their jurisdiction in both the original and appellate proceedings (and) even attended conciliation conferences with the end in view of amicably settling the case," it having "by its actions, willingly agreed to the arbitration by the NLRC."

The Solicitor General's Office also disagrees. In its comment dated June 28, 1995 it opines that PAL is barred from raising the issue of jurisdiction of the subject matter "on ground of estoppel when (it) affirmed and invoked (said jurisdiction) to secure an affirmative relief (Ocheda vs. CA., 214 SCRA 629; Pilipinas Shell Petroleum Corp. vs. Dumlao, 206 SCRA 42);" and that, in any case, PALEA's complaint "is basically a money claim" over which "the NLRC has validly acquired jurisdiction." And in its Memorandum dated April 23, 1996, it argues that there are indeed wage distortions since, taking account of the several increases in minimum wage imposed by law in relation to the salary scales corresponding to the period of the wage increases, "if the increases in the minimum daily wage are added to the minimum daily wage which was prevailing at the time the increases were granted, the minimum daily wage would exceed the minimum pay in the payscale attached as Annexes 'C' and 'D.'" It points out that the remedies to correct the wage distortion are set out in Presidential Decrees Nos. 1614, 1713 and 1751, and Wage Orders Nos. 1-6, and closes with the recommendation that: "a) the resolution of the case be held in abeyance; (b) in the meantime, the directive of the NLRC for the correction of the wage distortions be implemented; (c) the NLRC be required to submit to the Court its report on the corrections of the wage distortions; (d) and, thereafter, the private parties may ventilate their objections if any to the NLRC report."

It is true that under said Article 217, the Labor Arbiters possess "original and exclusive jurisdiction to hear and decide" inter alia:

unfair labor practice cases, and money claims such as those "involving wages, rates of pay, hours of work." However, important changes in the law were effected by Republic Act No. 6715, which was published in the Official Gazette on March 6, 1989 and took effect fifteen (15) days thereafter, or on March 21, 1989. That Act explicitly excepted from the Arbiters' competence, "(c)ases arising from the interpretation or implementation of collective bargaining agreements and those arising from the interpretation or enforcement of company personnel policies (which) 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." This exclusionary proviso is reflected in Article 261 of the Labor Code, as amended by said R.A. 6715, which treats of the original and exclusive "Jurisdiction of Voluntary Arbitrators or panel of Voluntary Arbitrators," viz.:

> ART. 261. The Voluntary Arbitrator 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.
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> 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 Arbitrators 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."

Thus, as of March 21, 1989,[22] violations of collective bargaining agreements were no longer deemed unfair labor practices — except those gross in character — and were considered mere grievances

resolvable through the appropriate grievance machinery. or voluntary arbitration provided in the CBA. Jurisdiction over such violations was withdrawn from the Labor Arbiters and vested in the voluntary arbitrator, the former (including the Commission itself its Regional Offices, and the Regional Directors of the Department of Labor and Employment) being in fact enjoined not to "entertain disputes, grievances or matters under the exclusive and original jurisdiction of the Voluntary Arbitrators or panel of Voluntary Arbitrators and (instead) immediately dispose and refer the same to the Grievance Machinery or Voluntary Arbitration provided in the Collective Bargaining Agreement."

PAL may not be regarded as precluded from impugning the jurisdiction of the Arbiter and the Commission because, at the time that the proceedings were initiated before the former, adjudged by him, and thereafter appealed to and resolved by the latter adversely to PAL, the law amending their jurisdiction (R.A. 6715) had not come into effect. As already observed,[23] it was only after PAL's motion for reconsideration of November 21, 1988 had been filed and was awaiting resolution before the NLRC that said law became effective, on March 21, 1989. Under the circumstances, no estoppel of the right to question jurisdiction can be ascribed to PAL.

Nor may the claim of breach of agreement on PAL's part, assuming the claim to be valid, an issue that the Court does not regard as needful of resolution, be considered as being of so gross a character as to constitute an exception to the rule; i.e., that it should remain for adjudication before the Labor Arbiter and not referred to a voluntary arbitration for determination.

This notwithstanding, and in view of the peculiar circumstances just mentioned, the Court is not disposed to dismiss the proceeding at bar on the ground of want of jurisdiction of the subject matter. The parties have extensively, even exhaustively, ventilated the issue of wage distortion before the Labor Arbiter and respondent Commission; and so much time has already elapsed since the initiation of the case before the Labor Arbiter. It would serve no useful purpose to have the same evidence and arguments adduced anew before another arbitrator, this time a voluntary one, considering particularly that the proceedings a quo were had for the most part

before the effectivity of R.A. 6715, and considering specially that there is agreement from virtually all sides that PAL and PALEA meet and confer on the wage distortions in order to have them corrected (with the intervention of the Socio-Economic Analyst of the NLRC), as well as a perceived willingness on PAL's part to correct any wage distortions found to exist.[24] This appears to the Court to be the most expedient option, as it is obvious that upon the relevant facts herein narrated, PAL's insistence that the complaint against it be dismissed cannot be granted, and the determination of the precise mode and configuration of wage distortions and the most feasible process of their correction are factual matters requiring the expertise and experience of the NLRC officials.[25]

WHEREFORE, the instant petition for certiorari is **DISMISSED** and the questioned resolution of the NLRC is hereby affirmed.

SO ORDERED.

Romero, Melo, Francisco, and Panganiban, *JJ.*, concur.

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[1] Petition, p. 3.
[2] Memorandum by private respondents, p. 1.
[3] See PAL-PALEA Agreement, 23 February 1979, Sec. 3.
[4] Sec. 5 of the PAL-PALEA Agreement, 23 Feb 1979.
[5] SEE footnote 13, infra.
[6] Emphasis supplied.
[7] Letter dated Oct. 27, 1982, Rollo, p. 56.
[8] Rollo, p. 47.
[9] Rollo, pp. 59-62.
[10] Rollo, pp. 63-65.
[11] SEE footnote 15, infra.
[12] Docketed as NLRC Case No. 12-5704-83; SEE footnote 4-c, supra.
[13] SEE footnote 5, supra.
[14] Rollo, pp. 88-90.
[15] SEE footnote 11, supra.
[16] Rollo p. 40.
[17] Id., p. 4-7, 13-15; SEE footnotes 5, 6, 7, supra.
[18] Id., pp. 259-274.
[19] Id., pp. 297-326.
[20] Id., pp. 281-296.
[21] Similar provisions are found in Section 9, Chapter II of the Rules Implementing Wage Order No. 3, Section 9, Chapter II of the Rules

Implementing Wage Order No. 5, Section 9, Chapter II of the Rules Implementing Wage Order No. 6, Art. 124 of the Labor Code [as amended by R.A. 6727 Wage Rationalization Act] provides basically a similar remedy for the correction of wage distortion.

[22] N.B. The Order of Labor Arbiter Teodorico Ruiz was handed down on April 28,
1986; the NLRC En Banc resolution, affirming that Order, was promulgated on November 2, 1988; PAL's motion for reconsideration was filed under date of November 21, 1988; and the NLRC Order denying the motion for reconsideration was rendered on September 30, 1994.

[23] Footnote 22, supra.

[24] SEE (1) NLRC decision of November 2, 1988 — directing the parties, "since (they) have evinced the desire to seek a solution to this problem, to sit and discuss the wage distortions as claimed for in the complaint with the end in view of updating the payscale so as to cure or correct the distortions in the wages of the covered employees and apply the same effective October 1, 1982, pursuant to respondent's commitment during the CBA negotiations on May 14, 1981; and thereafter, the Office of the Socio Economic Analyst of this Commission to proceed to compute the wage distortion and the amount due — affirming the Arbiter's Order of April 28, 1986; (2) PALEA's comment and memorandum advocating the correctness of the NLRC's adjudgment; (3) PAL's motion for reconsideration of November 21, 1988 agreeing that the parties sit and discuss the issue, and to "cure or correct any wage distortion which may still exist;" (4) the Solicitor General's memorandum of April 23, 1996 proposing that "the directive of the NLRC for the correction of the wage distortions be implemented; the NLRC be required to submit to the Court its report on the corrections of the wage distortions; and, thereafter, the private parties may ventilate their objections if any to the NLRC report."

[25] SEE Metropolitan Bank & Trust Company Employees Union-ALU-TUCP and Antonio V. Balinang, petitioners, vs. National Labor Relations Commission (2nd Division) and Metropolitan Bank and Trust Company, 226 SCRA 269, holding that "the issue of whether or not a wage distortion exists as a consequence of the grant of a wage increase to certain employees, . . . is by and large, a question of fact the determination of which is the statutory function of the NLRC;" SEE, also Cordona vs. NLRC, 195 SCRA 92.