

## THIRD DIVISION

**[ G.R. No. 171231, February 17, 2010 ]**

**PNCC SKYWAY TRAFFIC MANAGEMENT AND SECURITY DIVISION  
WORKERS ORGANIZATION (PSTMSDWO), REPRESENTED BY ITS  
PRESIDENT, RENE SORIANO, PETITIONER, VS. PNCC SKYWAY  
CORPORATION, RESPONDENT.**

### DECISION

**PERALTA, J.:**

Before this Court is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court seeking to set aside the Decision<sup>[1]</sup> and the Resolution<sup>[2]</sup> of the Court of Appeals (CA) in CA-G.R. SP. No. 87069, which annulled and set aside the Decision and Order of the Voluntary Arbitrator dated July 12, 2004 and August 11, 2004, respectively.

The factual antecedents are as follows:

Petitioner PNCC Skyway Corporation Traffic Management and Security Division Workers' Organization (PSTMSDWO) is a labor union duly registered with the Department of Labor and Employment (DOLE). Respondent PNCC Skyway Corporation is a corporation duly organized and operating under and by virtue of the laws of the Philippines.

On November 15, 2002, petitioner and respondent entered into a Collective Bargaining Agreement (CBA) incorporating the terms and conditions of their agreement which included vacation leave and expenses for security license provisions.

The pertinent provisions of the CBA relative to vacation leave and sick leave are as follows:

#### ARTICLE VIII VACATION LEAVE AND SICK LEAVE

##### Section 1. Vacation Leave.

[a] Regular Employees covered by the bargaining unit who have completed at least one <sup>[1]</sup> year of continuous service shall be entitled to vacation leave with pay depending on the length of service as follows:

1-9 years of service- 15 working days  
10-15 years of service- 16 working days  
16-20 years of service- 17 working days

21-25 years of service- 18 working days  
26 and above years of service - 19 working days.

**[b] *The company shall schedule the vacation leave of employees during the year taking into consideration the request of preference of the employees.***(emphasis supplied)

[c] Any unused vacation leave shall be converted to cash and shall be paid to the employees on the first week of December each year."

## ARTICLE XXI

Section 6. Security License - All covered employees must possess a valid License [Security Guard License] issued by the Chief, Philippine National Police or his duly authorized representative, to perform his duties as security guard. All expenses of security guard in securing/renewing their licenses shall be for their personal account. Guards, securing/renewing their license must apply for a leave of absence and/or a change of schedule. Any guard who fails to renew his security guard license should be placed on forced leave until such time that he can present a renewed security license.

In a Memorandum dated December 29, 2003,<sup>[3]</sup> respondent's Head of the Traffic Management and Security Department (TMSD) published the scheduled vacation leave of its TMSD personnel for the year 2004. Thereafter, the Head of the TMSD issued a Memorandum<sup>[4]</sup> dated January 9, 2004 to all TMSD personnel. In the said memorandum, it was provided that:

### SCHEDULED VACATION LEAVE WITH PAY.

The 17 days (15 days SVL plus 2-day-off) scheduled vacation leave (SVL) with pay for the year 2004 had been published for everyone to take a vacation with pay which will be our opportunity to enjoy quality time with our families and perform our other activities requiring our personal attention and supervision. Swapping of SVL schedule is allowed on a one-on-one basis by submitting a written request at least 30 days before the actual schedule of SVL duly signed by the concerned parties. However, the undersigned may consider the re-scheduling of the SVL upon the written request of concerned TMSD personnel at least 30 days before the scheduled SVL. Re-scheduling will be evaluated taking into consideration the TMSDs operational requirement.

Petitioner objected to the implementation of the said memorandum. It insisted that the individual members of the union have the right to schedule their vacation leave. It opined that the unilateral scheduling of the employees' vacation leave was done to avoid the monetization of their vacation leave in December 2004. This was allegedly apparent in the memorandum issued by the Head HRD,<sup>[5]</sup> addressed to all department heads, which provides:

FOR : All Dept. Heads  
FROM: Head, HRD  
SUBJECT : Leave Balances as of January 01, 2004

DATE: January 9, 2004

We are furnishing all the departments the leave balances of their respective staff as of January 01, 2004, so as to have them monitor and program the schedule of such leave.

Please consider the leave credit they earned each month [1-2-0], one day and two hours in anticipation of the later schedule. As we are targeting the zero conversion comes December 2004, it is suggested that the leave balances as of to date be given preferential scheduling.

X X X.

Petitioner also demanded that the expenses for the required in-service training of its member security guards, as a requirement for the renewal of their license, be shouldered by the respondent. However, the respondent did not accede to petitioner's demands and stood firm on its decision to schedule all the vacation leave of petitioner's members.

Due to the disagreement between the parties, petitioner elevated the matter to the DOLE-NCMB for preventive mediation. For failure to settle the issue amicably, the parties agreed to submit the issue before the voluntary arbitrator.

The voluntary arbitrator issued a Decision dated July 12, 2004, the dispositive portion of which reads:

WHEREFORE, premises all considered, declaring that:

- a) The scheduling of all vacation leaves under Article VIII, Section 6, thereof, shall be under the discretion of the union members entitled thereto, and the management to convert them into cash all the leaves which the management compelled them to use.
- b) To pay the expenses for the in-service-training of the company security guards, as a requirement for renewal of licenses, shall not be their personal account but that of the company.

All other claims are dismissed for lack of merit.

SO ORDERED.<sup>[6]</sup>

Respondent filed a motion for reconsideration, which the voluntary arbitrator denied in the Order<sup>[7]</sup> dated August 11, 2004.

Aggrieved, on October 22, 2004, respondent filed a Petition for *Certiorari* with

Prayer for Temporary Restraining Order and/or Writ of Preliminary Injunction with the CA, and the CA rendered a Decision dated October 4, 2005,<sup>[8]</sup> annulling and setting aside the decision and order of the voluntary arbitrator. The CA ruled that since the provisions of the CBA were clear, the voluntary arbitrator has no authority to interpret the same beyond what was expressly written.

Petitioner filed a motion for reconsideration, which the CA denied through a Resolution dated January 23, 2006.<sup>[9]</sup> Hence, the instant petition assigning the following errors:

## I

WITH ALL DUE RESPECT, THE HONORABLE PUBLIC RESPONDENT COURT OF APPEALS [THIRTEENTH DIVISION] ERRED IN HOLDING THAT:

A) THE MANAGEMENT HAS THE SOLE DISCRETION TO SCHEDULE THE VACATION LEAVE OF HEREIN PETITIONER.

B) THE MANAGEMENT IS NOT LIABLE FOR THE IN-SERVICE-TRAINING OF THE SECURITY GUARDS.

## II

THE HONORABLE PUBLIC RESPONDENT ERRED IN OVERSEEING THE CONVERSION ASPECT OF THE UNUSED LEAVE.

Before considering the merits of the petition, We shall first address the objection based on technicality raised by respondent.

Respondent alleged that the petition was fatally defective due to the lack of authority of its union president, Rene Soriano, to sign the certification and verification against forum shopping on petitioner's behalf. It alleged that the authority of Rene Soriano to represent the union was only conferred on June 30, 2006 by virtue of a board resolution,<sup>[10]</sup> while the Petition for Review had long been filed on February 27, 2006. Thus, Rene Soriano did not possess the required authority at the time the petition was filed on February 27, 2006.

The petitioner countered that the Board Resolution<sup>[11]</sup> dated June 30, 2006 merely reiterated the authority given to the union president to represent the union, which was conferred as early as October 2005. The resolution provides in part that:

WHEREAS, in a *meeting duly called for October 2005*, the Union decided to file a Motion for Reconsideration and if the said motion be denied, to file a petition before the Supreme Court. (Emphasis supplied)

Thus, the union president, representing the union, was clothed with authority to file the petition on February 27, 2006.

The purpose of requiring verification is to secure an assurance that the allegations in the petition have been made in good faith; or are true and correct, not merely speculative. This requirement is simply a condition affecting the form of pleadings, and non-compliance therewith does not necessarily render it fatally defective. Truly, verification is only a formal, not a jurisdictional, requirement.

With respect to the certification of non-forum shopping, it has been held that the certification requirement is rooted in the principle that a party-litigant shall not be allowed to pursue simultaneous remedies in different *fora*, as this practice is detrimental to an orderly judicial procedure. However, this Court has relaxed, under justifiable circumstances, the rule requiring the submission of such certification considering that, although it is obligatory, it is not jurisdictional. Not being jurisdictional, it can be relaxed under the rule of substantial compliance.<sup>[12]</sup>

In *Cagayan Valley Drug Corporation v. Commissioner of Internal Revenue*,<sup>[13]</sup> We said that:

In a slew of cases, however, we have recognized the authority of some corporate officers to sign the verification and certification against forum shopping. In *Mactan-Cebu International Airport Authority v. CA*, we recognized the authority of a general manager or acting general manager to sign the verification and certificate against forum shopping; in *Pfizer v. Galan*, we upheld the validity of a verification signed by an "employment specialist" who had not even presented any proof of her authority to represent the company; in *Novelty Philippines, Inc., v. CA*, we ruled that a personnel officer who signed the petition but did not attach the authority from the company is authorized to sign the verification and non-forum shopping certificate; and in *Lepanto Consolidated Mining Company v. WMC Resources International Pty. Ltd. (Lepanto)*, we ruled that the Chairperson of the Board and President of the Company can sign the verification and certificate against non-forum shopping even without the submission of the board's authorization.

In sum, we have held that the following officials or employees of the company can sign the verification and certification without need of a board resolution: (1) the Chairperson of the Board of Directors, (2) the President of a corporation, (3) the General Manager or Acting General Manager, (4) Personnel Officer, and (5) an Employment Specialist in a labor case.

While the above cases do not provide a complete listing of authorized signatories to the verification and certification required by the rules, the determination of the sufficiency of the authority was done on a case to case basis. The rationale applied in the foregoing cases is to justify the authority of corporate officers or representatives of the corporation to sign the verification or certificate against forum shopping, being "in a position to verify the truthfulness and correctness of the allegations in the petition."

In the case at bar, We rule that Rene Soriano has sufficient authority to sign the