

Republic of the Philippines
Department of Labor and Employment
NATIONAL CONCILIATION AND MEDIATION BOARD
4th - 6th Floors Arcadia Bldg., 860 Quezon Avenue, Quezon City

TRIPARTITE VOLUNTARY ARBITRATION ADVISORY COUNCIL

**2021 REVISED PROCEDURAL GUIDELINES
IN THE CONDUCT OF VOLUNTARY ARBITRATION PROCEEDINGS**

Pursuant to the mandate of the National Conciliation and Mediation Board (NCMB) under Executive Order No. 126, as amended by Executive Order No. 251, and in order to implement Article 273-277 (b) of the Labor Code, as amended by Republic Act 6715 and Department Order No. 40-03, as amended, the following guidelines governing proceedings before a Voluntary Arbitrator/Panel of Voluntary Arbitrators are hereby adopted and promulgated:

**RULE I
TITLE AND CONSTRUCTION**

Section 1. Title. These guidelines shall be known as the 2021 Revised Procedural Guidelines in the Conduct of Voluntary Arbitration Proceedings.

Section 2. Construction. These guidelines shall be liberally construed to carry out the objectives of the Labor Code of the Philippines, as amended, to promote voluntary arbitration as a preferred mode of labor or industrial dispute settlement and as an integral component of the collective bargaining process.

Section 3. Suppletory Application of the Guidelines and Rules of Court. The rules governing the proceedings before a Voluntary Arbitrator/Panel of Voluntary Arbitrators shall be the subject of agreement between the parties to a labor dispute and their chosen arbitrator. In the absence of agreement on any or various aspects of the voluntary arbitration proceedings, the pertinent provisions of these Guidelines and the Revised Rules of Court shall apply in a suppletory manner.

**RULE II
DEFINITION OF TERMS**

Section 1. Definition of Terms.-

- a. **"Acceptance of the Case"** – refers to the period when the voluntary arbitrator has signified with the Board his/her intention to accept the case.
- b. **"Arbitration Clause"** – is a provision in the Collective Bargaining Agreement (CBA) requiring that grievances, if unsettled, shall be finally resolved by a Voluntary Arbitrator/Panel of Voluntary Arbitrators.
- c. **"Board"** – refers to the National Conciliation and Mediation Board and its Regional Branches created under Executive Order No. 126, as amended.
- d. **"Collective Bargaining Agreement"** – refers to the contract between a duly recognized or certified exclusive bargaining agent of workers and the employer concerning wages, hours of work, and all other terms and conditions of employment in the appropriate bargaining unit.
- e. **"Executive Director"** – refers to the head of the Board.

- f. "Grievance"** – is a complaint arising from the interpretation or implementation of the CBA and those arising from interpretation or enforcement of company rules and regulations, personnel policies, and established practices, or such other controversy involving employer-employee relationship.
- g. "Grievance Procedure"** – refers to the system of grievance settlement as provided for in the CBA. It usually consists of successive steps starting at the level of complainant and his immediate supervisor and ending, when necessary, at voluntary arbitration.
- h. "Notice to Arbitrate"** – refers to a formal demand made by one party to the other for the arbitration of a particular dispute, in case of refusal of one party in a CBA, to submit to arbitration.
- i. "Notice of Selection"** - refers to the notice to the parties indicating the name of Voluntary Arbitrator/Panel of Voluntary Arbitrators selected through raffle by the Regional Branch Director in accordance with the parties' CBA, in case either of the parties refuses to submit the issue to voluntary arbitration or refuses to submit names as nominees to the Panel. The selection process is a result of thorough facilitation of the Notice to Arbitrate.
- j. "Ponente"** - refers to the Chairman or member of the Panel to whom the writing of the decision or resolution is assigned after the deliberation on the merit of the case.
- k. "Productivity Incentive Program"** – refers to a formal agreement voluntarily established by the labor-management committee or Productivity Improvement Incentive Committee that will promote productivity, gainful employment, improved working conditions, maintain industrial peace and result in cost savings, as well as a productivity gain-sharing program whereby the employees are granted productivity bonuses/pay.
- l. "Regional Branch"** – refers to any of the Regional Branches of the Board.
- m. "Regional Branch Director"** – refers to the head of Regional Branch of the Board.
- n. "Submission Agreement"** – refers to a written agreement by the parties submitting their case for arbitration containing the issues, the chosen arbitrator/panel of voluntary arbitrators, and stipulation to abide by and comply with the resolution, including the cost of arbitration.
- o. "Voluntary Arbitration"**– refers to the mode of settling labor-management disputes by which the parties select a competent, trained, and impartial third person who shall decide on the merits of the case and whose decision is final and executory.
- p. "Voluntary Arbitrator"** – refers to any person who has been accredited by the Board as such, or any person named or designated in the Collective Bargaining Agreement by the parties as their Voluntary Arbitrator, or one chosen by the parties, pursuant to a selection procedure agreed upon in the CBA or selected with the supervision of the Board in case either of the parties to the CBA refuses to submit to voluntary arbitration. The term includes Panel of Voluntary Arbitrators.

- q. **"Wage Distortion"** – refers to a situation where an increase in prescribed wage rates results in the elimination or severe contraction of intentional quantitative differences in wage or salary rates between and among employee groups in an establishment as to effectively obliterate the distinctions embodied in such wage structure based on skills, length of service, or other logical bases of differentiation.
- r. **"Wage Orders"**– refers to orders issued by the Regional Tripartite Wages and Productivity Boards prescribing the minimum wage rates in the region based on certain standard criteria.

RULE III

PLEADINGS AND APPEARANCE

Section 1. Caption and Title. In all cases submitted to a Voluntary Arbitrator/Panel of Voluntary Arbitrators by the parties, the aggrieved party shall be called "Complainant" and the opposing party, the "Respondent".

The full names of the parties, as far as they are known, shall be stated in the original caption of the original pleading, award or decision and in all summons, notices, and processes to be served upon them. The caption shall be as follows:

Republic of the Philippines

Office of the Voluntary Arbitrator

NAME OF VOLUNTARY ARBITRATOR/S & BUSINESS ADDRESS

IN RE: Voluntary Arbitration Between

CASE NO. xxxxxxxxxxxxxxxxx

.....

Complainant

-and-

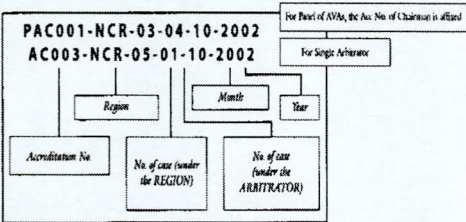
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Respondent

Issues Involved: xxxxxxxxxxxxx

In order to systematize monitoring of voluntary arbitration cases, the adoption of a standardized numbering system of cases shall be used. The docket of the individual accredited voluntary arbitration cases shall include the following:

1. Accreditation number
2. Region where the case originates
3. Number of case subject of arbitration
4. Month when the case is submitted to the arbitrator
5. Year when the case is submitted the arbitrator



Section 2. Where to File Pleadings. All pleadings relative to the voluntary arbitration case shall be filed directly with the chosen Voluntary Arbitrator/Panel of Voluntary Arbitrators, copy furnished the Regional Branch of the Board having jurisdiction over the

workplace of the complainant during the conference/hearing called for the purpose, or at his/her/their designated business address, or professional office. It may be filed with the appropriate docketing unit of the Regional Branch of the Board, as the case may be.

Section 3. *Service of Copies of Pleadings.* The party filing the pleadings shall serve the opposing party or parties with a copy or copies thereof in the manner provided for in these Guidelines.

Section 4. *Service of Pleadings, Notices and Awards.* All notices, summonses, orders, resolutions, and decisions shall be served through personal service, registered mail, or private courier on the parties to the dispute, and their counsel or authorized representative. Service is complete upon receipt by the parties' counsel or authorized representative or by the parties when not represented by counsel.

Section 5. *Representations.* – The parties may personally appear in their own behalf or by representatives. In the latter case, the representative must be duly authorized in writing to appear unless he/she is appearing as counsel for the party.

The complete name and office address or any change in the address of counsel/representative shall be made of record and the parties should be properly informed.

Section 6. *Limitation on Authority to Bind Party.* Attorneys and other representatives of parties shall be presumed to have the full authority to bind their clients or principals in all matters of procedure; but they cannot, without a special power of attorney or expressed consent, enter into a compromise agreement with the opposing party in full or partial discharge of a client's or principal's claim.

Section 7. *Submission of Position Paper and Reply.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall direct the parties to submit simultaneously their position papers within ten (10) calendar days after the termination of mandatory conciliation conference. The position paper or any responsive pleading shall only cover issues stated in the submission agreement.

RULE IV JURISDICTION OF VOLUNTARY ARBITRATOR

Section 1. *Exclusive and Original Jurisdiction.* The Voluntary Arbitrator shall have exclusive and original jurisdiction over the following cases:

1. All unresolved grievances arising from the interpretation or implementation of the collective bargaining agreement;
2. All unresolved grievances arising from the implementation or enforcement of company personnel policies;
3. All wage distortion issues arising from the application of any wage orders in organized establishments; and
4. All unresolved grievances arising from the interpretation and implementation of the productivity incentive programs under R.A. No.6971.

For this purpose, all grievances which are not settled or resolved within seven (7) calendar days from exhaustion of the grievance machinery shall automatically be referred to voluntary arbitration.

Cases falling within the exclusive and original jurisdiction of Voluntary Arbitrators but filed either with the National Labor Relations Commission and its Regional Arbitration Branches, or the Regional Directors of the Department of Labor and Employment or with the Board and its Branches, shall be decided by the Voluntary Arbitrator/Panel of

Voluntary Arbitrators upon referral of said cases pursuant to paragraph 2, Article 274 of the Labor Code, as amended by RA 6715 and Department Order No. 40-03.

The Voluntary Arbitrator/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.

Before or at any stage of the compulsory arbitration process, the parties may opt to submit their dispute to voluntary arbitration.

Section 2. Submission to Voluntary Arbitration through Notice to Arbitrate. If a grievance remains unresolved despite the exhaustion of the grievance procedure and one party refuses to submit the same to voluntary arbitration, the following procedure shall be observed:

- 1) A Notice to Arbitrate shall be served upon the unwilling party, copy furnished the named/designated Voluntary Arbitrator/Panel of Voluntary Arbitrators in the CBA, if any, and the Board;

Upon receipt of a Notice to Arbitrate and without any favorable response from the unwilling party, after the lapse of seven (7) days, the named/designated Voluntary Arbitrator/Panel of Voluntary Arbitrators in the CBA shall immediately commence voluntary arbitration proceedings;

- 2) In the absence of a named/designated Voluntary Arbitrator/Panel of Voluntary Arbitrators in the CBA, the Board shall supervise the selection process in the presence of any or both parties.

Section 3. Manner of Selection of Voluntary Arbitrator/Panel of Voluntary Arbitrators - The Voluntary Arbitrator or Panel of Voluntary Arbitrators shall be selected according to the parties' CBA. In the absence of such agreement, the following shall be observed:

a. Sole Arbitrator

Each party shall nominate not more than five (5) names from the list of active Accredited Voluntary Arbitrators from which the Sole Arbitrator shall be selected through raffle;

If the CBA does not specify the number of arbitrators, the case shall be heard and resolved by a Sole Arbitrator, unless the parties agree otherwise.

b. Panel of Voluntary Arbitrators

The parties shall name their respective nominees to the Panel, and the Chairman shall be raffled from the list of active Accredited Voluntary Arbitrators;

Except for justifiable reasons or conflict of interest, as provided under the rules on inhibition, the parties are entitled to submit their nominees to the Panel free from interference from the other party.

In either case, when the parties cannot agree to the above specified manner, selection shall be done through raffle from the list of five (5) nominees submitted by each of the parties.

However, no Voluntary Arbitrator shall be eligible to be included in the raffle if s/he has five (5) pending cases.

Section 4. *When Jurisdiction is Acquired.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall acquire jurisdiction upon receipt of a Submission Agreement signed by both parties. However, jurisdiction shall also be acquired by the Voluntary Arbitrator/Panel of Voluntary Arbitrators upon his/her/their acceptance of Notice of Selection through raffle when there is no Submission Agreement.

In case one party refuses to submit to voluntary arbitration or refuses to submit names as nominees to the panel, the Branch Director shall facilitate the selection of the Voluntary Arbitrator/Panel of Voluntary Arbitrators through raffle from the active list of Accredited Voluntary Arbitrators.

Section 5. *Contents of Submission Agreement.* The submission agreement shall contain, among other information, the following:

1. The agreement to submit to voluntary arbitration;
2. The specific issue/s to be arbitrated;
3. The name/s of the Voluntary Arbitrator/Panel of Voluntary Arbitrators;
4. The names, addresses and contact numbers of the parties; and,
5. The agreement to perform or abide by the decision.

Section 6. *Contents of a Notice to Arbitrate.* The notice shall contain, among other information, the following:

1. The names, addresses and contact numbers of the party upon whom the notice is made;
2. The arbitration clause of the CBA;
3. The specific issue/s or dispute/s to be arbitrated;
4. The relief/s sought; and
5. The name, address and contact numbers of the initiating party requesting arbitration.

RULE V POWERS AND DUTIES OF VOLUNTARY ARBITRATOR

Section 1. *Duty to Conciliate and Mediate.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall conciliate and mediate to aid the parties in reaching a voluntary settlement of the dispute or a conciliated decision within 30 calendar days from acceptance of the case as the case may be.

Section 2. *Duty to Encourage the Parties to enter into Stipulations, Limitations and Admissions.* In case the parties failed to reach a voluntary settlement of the dispute, the Voluntary Arbitrator/Panel of Voluntary Arbitrators, shall encourage the parties to enter into stipulation of facts, limitation of issues, and admissions, which shall be reduced in writing, signed by the parties, and shall form part of the records of the case.

Section 3. *Duty to Resolve Cases Expeditiously.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators, as advocate/s of expeditious, impartial, inexpensive and effective settlement of labor disputes, shall render his/her/their decision within eighty (80) calendar days from the date of acceptance of the case. Toward this end, the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall ensure the submission of the pleadings by the parties within twenty (20) calendar days from the termination of the mandatory conciliation and mediation proceedings; conduct clarificatory conference within ten (10) calendar days, if necessary; submit the case for resolution and thereafter, render a decision within twenty (20) calendar days.

Section 4. *Enforcement of Final Decision.* In the absence of a temporary restraining order or any injunctive relief, the decision of the voluntary arbitrator/panel of voluntary arbitrators which has become final and executory shall not be stayed.

Section 5. *Powers.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall have the following powers:

1. To require any person to attend hearings;
2. To order the witnesses to testify and produce such documents when the relevancy of the testimony and the materiality of documents have been demonstrated;
3. To take whatever action is necessary to resolve the issue/s subject of the dispute including the power to cite in contempt; and,
4. To issue a Writ of Execution to enforce final decisions.

RULE VI PROCEEDINGS BEFORE VOLUNTARY ARBITRATOR/PANEL OF VOLUNTARY ARBITRATORS

Section 1. *Nature of Proceedings.* The proceedings before a Voluntary Arbitrator/Panel of Voluntary Arbitrators are non-litigious in nature. They are not governed by technical rules applicable to court or judicial proceedings, but they must, at all times, comply with the requirements of due process.

Section 2. *Setting of Initial Conference; Notice to Parties.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators, within two (2) working days from acceptance of the Submission Agreement or Notice of Selection, shall set the date, time and place of the initial conference with due notice to the parties.

Section 3. *Initial Conference.* During the initial conference, the parties shall be encouraged to explore all possible options for settlement of the dispute through conciliation and mediation. Should the parties arrive at any settlement as to the whole or any part of the dispute, the same shall be reduced in writing and signed by the parties before the Voluntary Arbitrator/Panel of Voluntary Arbitrators. The signed agreement shall form part of the conciliated/mediated decision.

Section 4. *Stipulations.* In the absence of any settlement, the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall require the parties to enter into stipulation of facts, limitations of issues, and admissions, leaving the presentation and examination of evidence only to such facts that are still in dispute.

Section 5. *Simplification of Arbitrable Issue/s.* The Voluntary Arbitrator/Panel of Voluntary Arbitrators must see to it that the issues are clarified/simplified, and shall assist the parties in the formulation of the same, if necessary.

Section 6. *Formulation of Rules.* The parties and the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall jointly formulate and adopt rules on the following:

1. Schedule, frequency and venue of conferences;
2. Period and manner of submission of position papers and other pleadings subject to the provisions of Section 8;
3. Determination of the necessity to conduct clarificatory conference; and,
4. Cost of arbitration.

Section 7. Effect of Non-Appearance. In case of non-appearance of either party during conciliation and mediation conference for two (2) consecutive times, despite due notice, the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall terminate such conference and issue an Order requiring both parties to submit their respective position papers within ten (10) calendar days from receipt of the said Order; otherwise, the case will be deemed submitted for decision based on available records.

In case of non-appearance by complainant for two (2) consecutive times during conciliation-mediation conferences, the case shall be dismissed without prejudice. In the event that it is the respondent who failed to appear, the complainant shall be required to submit a position paper, and the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall render a decision based thereon, after due notice to respondent.

Section 8. Submission of Position Papers and Other Pleadings. The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall direct the parties to submit verified position papers and other pleadings on the dates agreed upon during the initial conference, but not to exceed ten (10) calendar days after the termination of the mandatory conciliation-mediation. The reply shall be submitted within ten (10) calendar days after the receipt of the position paper.

The position papers and reply shall only cover issues and causes of action agreed upon by the parties, accompanied by supporting evidence as well as affidavits of witnesses which shall serve as their direct testimonies.

Section 9. Determination of the Need for a Clarificatory Conference or Conduct of Ocular Inspection. Immediately after the submission of the position papers and other pleadings, the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall determine the need for holding a clarificatory conference or conducting an ocular inspection. In both instances, the parties shall be duly notified.

When a clarificatory conference is necessary, the case shall be deemed submitted for decision upon termination of the said conference; provided that such clarificatory conference must be done within (ten) 10 calendar days from the filing of the reply.

RULE VII DECISIONS

Section 1. Decision. The decision, which is the final arbitral disposition of issue/s submitted to voluntary arbitration must state in clear, concise and definite terms the facts and the law upon which it is based.

In case the decision of the Voluntary Arbitrator/Panel of Voluntary Arbitrators involves monetary award, the amount granted and the formula used in the computation, if any, shall be specified.

Where the case is heard by a Panel of Voluntary Arbitrators, the members of the said Panel shall deliberate among themselves before assigning the writing of a decision to the *Ponente*, the decision shall include a certification by the Chairperson of the Panel of Voluntary Arbitrators that said deliberation was indeed conducted.

If there is a dissenting opinion, the same shall be submitted within five (5) calendar days after the deliberation, but in no case to exceed the twenty (20) calendar days from submission of the case for decision. In case of non-compliance, the dissenting Voluntary Arbitrator shall be deemed not to have taken part in the decision.

Section 2. *Decision Based on Partial or Complete Settlement in the Course of Arbitration.* In the event that the parties settle their dispute, either in part or in full, during the pendency of the arbitration proceedings, the terms of settlement shall be reduced into writing. The full settlement shall be adopted as the decision, while the partial settlement shall form part of the decision of the Voluntary Arbitrator/Panel of Voluntary Arbitrators, except when such settlement is contrary to law, morals, customs and public policy.

Section 3. *Compliance with Decision.* Both parties shall comply voluntarily and faithfully with the decision.

Section 4. *Period to Render Decision.* The decision must be rendered within the period agreed upon by the parties but in no case to exceed twenty (20) calendar days from submission of the case for decision. The case is deemed submitted for decision after the filing of the reply or the lapse of the period to file the same, unless a clarificatory conference is necessary pursuant to Rule VI, Sec. 9 hereof.

Section 5. *Finality of Decision.* The decision of the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall be final and executory after ten (10) calendar days from receipt of the copy of the decision by the counsel or authorized representative on record or the parties in the absence of a counsel or authorized representative, unless a motion for reconsideration is seasonably filed.

Section 6. *Motion for Reconsideration.* A party may file a motion for reconsideration of a decision, resolution or order of the Voluntary Arbitrator/Panel of Voluntary Arbitrators based on the ground of palpable or patent errors within ten (10) calendar days from receipt of thereof, with proof of service on the adverse party.

A Motion for Reconsideration shall be resolved by the Voluntary Arbitrator/Panel of Voluntary Arbitrators within ten (10) calendar days from receipt of the Motion.

A second motion for reconsideration from the same party shall be deemed a prohibited pleading.

Section 7. *Effect of Filing a Motion for Reconsideration.* The pendency of a motion for reconsideration filed on time and by the proper party shall stay the execution of the decision, resolution or order sought to be reconsidered.

Section 8. *Disciplinary Measure.* Failure on the part of the Voluntary Arbitrator/Panel of Voluntary Arbitrators to render a decision, within the agreed or prescribed period, shall upon a verified complaint of a party to the case, be sufficient ground for the Board to discipline said Voluntary Arbitrator/s, pursuant to the guidelines issued by the Secretary of Labor and Employment. The Board, upon knowledge of the delay, can initiate on its own, disciplinary proceedings by issuing a show cause order requiring the Voluntary Arbitrator/s concerned to submit an explanation within 15 calendar days from receipt thereof.

In case of complaint filed by any or both parties with the Board or Philippine Association on Voluntary Arbitration (PAVA) regarding the above, the Voluntary Arbitrator/Panel of Voluntary Arbitrators shall be furnished with a copy of the complaint and required to submit an explanation in writing within fifteen (15) calendar days from receipt of such complaint.

The Voluntary Arbitrator/Panel of Voluntary Arbitrators may be subjected to disciplinary action in any of the following cases:

1. Unreasonable delay in setting the case for hearing; or,

2. Unreasonable delay in rendering the decision.

Upon hearing, the Board or PAVA shall render a decision and impose the appropriate disciplinary action, such as:

1. Fine in the amount ranging from Php5,000.00 but not to exceed Php10,000.00; or
2. Delisting/suspension for a period ranging from 6 months to 1 year, or both such fine and suspension.

In case of delisting, the Voluntary Arbitrator shall, within ten (10) calendar days from demand, turn over the records of the case to the Board for further disposition.

RULE VIII EXECUTION PROCEEDINGS

Section 1. *Enforcement of Decision.* In instances of non-compliance by either or both parties, a Motion to Enforce/Execute the Award may be filed with the Voluntary Arbitrator/Panel of Voluntary Arbitrators who may issue a Writ of Execution directing the Sheriff of the National Labor Relations Commission, or Department of Labor and Employment, or the regular courts, or any public official whom the parties may designate in the Submission Agreement, to enforce/ execute the final decision.

In the absence of the Voluntary Arbitrator/Panel of Voluntary Arbitrators or in case of his/her/their incapacity, the Motion to Enforce/Execute shall be filed with any Labor Arbiter in the region having jurisdiction over the workplace or with the Alternate Voluntary Arbitrator chosen by the parties. The filing of said motion is without prejudice to any other action the aggrieved party may take against the non-complying party such as a Petition for Contempt or imposition of fines and penalties.

Section 2. *Schedule of Pre-Execution Conference.* Within two (2) working days from the receipt of the Motion for the Issuance of a Writ of Execution, the Voluntary Arbitrator/Panel of Voluntary Arbitrators or in case of his/her/their incapacity, the Labor Arbiter, before whom the motion is filed, may schedule a pre-execution conference to thresh out matters relevant to execution.

Section 3. *Issuance of a Writ.* A Writ of Execution may be issued on motion, upon a Decision or Order that has become final and executory.

Section 4. *Enforcement of Writ.* The Sheriff or other authorized officer shall be guided by the 2021 Revised Procedural Guidelines in the Execution of Voluntary Arbitrator's Decision. The NLRC Manual on Execution of Judgment, the Memorandum of Agreement executed between NLRC and NCMB, the Revised Rules of Court, shall be applied with suppletory effect.

Section 5. *Designation of Special Sheriffs.* Only the Secretary of Labor and Employment or duly authorized representative may designate Special Sheriffs to ensure compliance with the decision of Voluntary Arbitrators/Panel of Voluntary Arbitrators.

Section 6. *Effect of Pendency of Petition for Review/Certiorari with the Court.* The filing and pendency of a Petition for review with the Court of Appeals or certiorari with the Supreme Court shall not stop the execution of the decision of the Voluntary Arbitrator/Panel of Voluntary Arbitrators unless the Court issues a restraining order or an injunction.

Section 7. *Effect of Reversal or Annulment of Executed Judgment.* Where the executed judgment is totally or partially reversed or annulled by the Court of Appeals or the Supreme Court with finality, the Voluntary Arbitrator/Panel of Voluntary Arbitrators may, on motion, issue such orders of restitution or reparation of damages, provided that reinstatement wages paid pending appeal shall not be subject of restitution.

RULE IX REPORTORIAL REQUIREMENTS

Section 1. *Monitoring and Reporting Requirements.* In case of direct submission to voluntary arbitration, parties shall submit copy of the submission agreement to the NCMB Regional Branch concerned. In any case, the parties shall furnish the Regional Branch concerned a copy of all pleadings submitted. The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall furnish the Regional Branch minutes of the proceedings and two (2) copies of the Decision or orders, immediately after the issuance thereof. The Regional Branch shall keep one copy for their file and shall transmit the other copy to the Central Office.

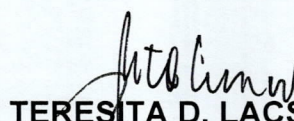
The Voluntary Arbitrator/Panel of Voluntary Arbitrators shall also submit a quarterly status report of cases handled to Regional Branches concerned utilizing NCMB VA Form No. 5 on or before the 7th day of the month following the end of the quarter. The period of reporting shall be from the date of acceptance of the case to the date of full and complete satisfaction of the decision. Failure to submit two (2) consecutive quarterly status reports shall subject the Voluntary Arbitrator/s concerned to disciplinary action under Section 8 of Rule VII.

Section 2. *Maintenance of Case Records.* The Regional Branches of the Board shall maintain records of voluntary arbitration cases falling within their area of jurisdiction.

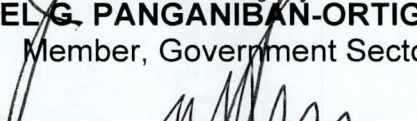
RULE X DATE OF EFFECTIVITY

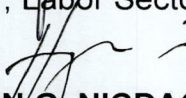
Section 1. *Effectivity.* These guidelines shall take effect fifteen (15) days after their publication in one (1) newspaper of general circulation.

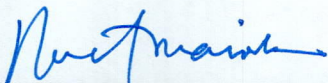
Signed in Quezon City, Metro Manila, Philippines, this 5th day of February 2021.

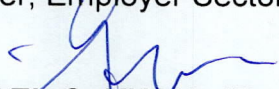

MARIA TERESITA D. LACSAMANA-CANCIO
Chairman


ISABEL G. PANGANIBAN-ORTIGUERRA
Member, Government Sector


ARNOLD E. DE VERA
Member, Labor Sector


HERNAN G. NICDAO
Member, Labor Sector


ROBERT FRANCIS F. MARONILLA
Member, Employer Sector


ISMAEL G. KHAN, JR.
Member, Employer Sector

APPROVED:


SILVESTRE H. BELLO III
DOLE Secretary

