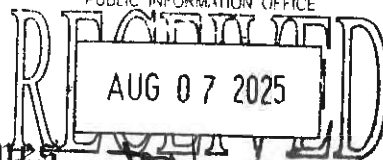




SUPREME COURT OF THE PHILIPPINES  
PUBLIC INFORMATION OFFICE



Republic of the Philippines  
Supreme Court  
Manila

TIME: 3:42

SECOND DIVISION

**BENJIE Y. TANDAYAG,**  
Petitioner,

**G.R. No. 256183**

Present:

-versus-

LEONEN, *J.*, Chairperson,  
LAZARO-JAVIER,  
LOPEZ, M.,  
LOPEZ, J.\*, and  
KHO, JR., *JJ.*

**MAGSAYSAY CORPORATION,**  
**CRUISE LINES, LTD., and/or GARY**  
**M. CASTILLO,**  
Respondents.

**MARITIME PRINCESS**

Promulgated:

**MAY 19 2025**

X-----X

DECISION

**LEONEN, J.:**

In a claim or dispute between a Filipino seafarer and their employer, the continuing and consistent objection of one party to voluntary arbitrators shall result in the application of the general rule in Republic Act No. 8042, as amended, that labor arbiters have jurisdiction over the claim or dispute.

This resolves a Petition for Review<sup>1</sup> under Rule 45 of the Rules of Court, assailing the Decision<sup>2</sup> and Resolution<sup>3</sup> of the Court of Appeals,

\* On official business.

<sup>1</sup> *Rollo*, pp. 33–83.

<sup>2</sup> *Id.* at 9–19. The August 20, 2020 Decision in CA-G.R. SP No. 155986 was penned by Associate Justice Marie Christine Azcarraga-Jacob and concurred in by Associate Justice Ramon R. Garcia and Associate Justice Louis P. Acosta of the Special Eighth Division, Court of Appeals, Manila.

<sup>3</sup> *Id.* at 21–25. The March 23, 2021 Resolution in CA-G.R. SP No. 155986 was penned by Associate Justice Marie Christine Azcarraga-Jacob and concurred in by Associate Justice Ramon R. Garcia and Associate Justice Louis P. Acosta of the Former Special Eighth Division, Court of Appeals, Manila.

Manila, which annulled and set aside the Decision<sup>4</sup> and Resolution<sup>5</sup> of the Office of the Panel of Voluntary Arbitrators in MVA-090-RCMB-NCR-127-19-04-2017. The Court of Appeals held that the Office of the Panel of Voluntary Arbitrators did not have jurisdiction over the complaint for total and permanent disability benefits filed by Benjie T. Tandayag (Tandayag) against Magsaysay Maritime Corporation, Princess Cruise Lines, Ltd., and/or Gary M. Castillo (collectively, respondents).

In 2015, Tandayag was hired as a laundry steward by Magsaysay Maritime Corporation (Magsaysay Maritime) for its foreign principal Princess Cruise Lines, Ltd. under a nine-month contract.<sup>6</sup> While onboard the vessel Caribbean Princess in 2016, Tandayag experienced extreme pain on his left knee. He was examined in Bermuda and was found to have “left leg cellulitis with ruptured popliteal cyst.” As a result, he was medically repatriated. In the Philippines, Tandayag was referred by Magsaysay Maritime to its designated medical facility, Shiphealth Inc. and was diagnosed with septic arthritis, requiring a surgical operation and subsequent physical therapy.<sup>7</sup>

Tandayag consulted Dr. Manuel Fidel Magtira, an independent medical expert, who certified that he had a work-sustained injury that rendered him permanently disabled and unfit for further sea duties.<sup>8</sup> Another doctor, orthopedic surgeon, Dr. Victor Gerardo Pundavela, also found that he was permanently disabled.<sup>9</sup> With these diagnoses, Tandayag demanded the payment of disability and other related benefits from respondents, which denied his claims. Thus, Tandayag filed with the National Conciliation and Mediation Board a complaint for payment of total and permanent disability benefits, with claims for damages and attorney’s fees, against respondents.<sup>10</sup>

The Board referred the case to the Office of the Panel of Voluntary Arbitrators (Panel), which, on December 29, 2017, decided in favor of Tandayag. The dispositive portion of the Panel’s Decision stated:

WHEREFORE, judgment is hereby rendered ordering Magsaysay Maritime Corporation, Princess Cruise Lines, Ltd. and/or Gary M. Castillo to pay [petitioner] Benjie Y. Tandayag, jointly and severally the amount of Sixty Thousand ([USD]60,000.00) Dollars representing his total and permanent disability benefits plus ten percent (10%) thereof by way of attorney’s fees in its equivalent in Philippine Peso at the time of payment.

All other claims are DENIED for lack of merit.

<sup>4</sup> *Id.* at 307–323. The December 29, 2017 Decision was signed by Chairman MVA Manuela F. Lorenzo, and Members MVA Gregorio C. Biases, Jr. and MVA George A. Eduvala.

<sup>5</sup> *Id.* at 387–388. The April 26, 2018 Resolution was signed by Chairman MVA Manuela F. Lorenzo, and Members MVA Gregorio C. Biases, Jr. and MVA George A. Eduvala.

<sup>6</sup> *Id.* at 138.

<sup>7</sup> *Id.* at 139–141.

<sup>8</sup> *Id.* at 146–147.

<sup>9</sup> *Id.* at 148–149.

<sup>10</sup> *Id.* at 307.

SO ORDERED.<sup>11</sup>

The Panel also denied respondents' motion for reconsideration in its April 26, 2018 Resolution.<sup>12</sup>

Aggrieved, respondents filed a petition for review with the Court of Appeals, which it granted on August 20, 2020. The dispositive portion of the Decision stated:

WHEREFORE, premises considered, the instant petition for review is GRANTED.

Accordingly, the Decision dated 29 December 2017 and Resolution dated 26 April 2018 of the Office of the Panel of Voluntary Arbitrators in MVA-090-RCMB-NCR-127-19-04-2017 are hereby ANNULLED and SET ASIDE for lack of jurisdiction.

SO ORDERED.<sup>13</sup>

According to the Court of Appeals, the Panel did not have jurisdiction over the subject matter of Tandayag's complaint. Under Article 274 of the Labor Code, voluntary arbitrators or panels of voluntary arbitrators have original and exclusive jurisdiction over "the interpretation or implementation of the Collective Bargaining Agreement and those arising from the interpretation or enforcement of company personnel policies." Based on the terms of Tandayag's employment contract with respondents, there was no collective bargaining agreement between the parties; Tandayag also failed to show proof that such an agreement existed. The case also did not involve any interpretations or enforcements of company personnel policies.<sup>14</sup>

Moreover, according to the Court of Appeals, Tandayag's money claims against his employers, as an overseas Filipino worker, were within the jurisdiction of the labor arbiters, as provided in Republic Act No. 8042, the Migrant Workers and Overseas Filipinos Act, as amended by Republic Act No. 10022. While Article 275 of the Labor Code did provide for voluntary arbitrators' power to decide other labor disputes when the parties agree, this did not deprive the labor arbiters of their exclusive jurisdiction over money claims such as those of Tandayag's.<sup>15</sup>

Tandayag's motion for reconsideration was denied by the Court of Appeals in its March 23, 2021 Resolution.<sup>16</sup>

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<sup>11</sup> *Id.* at 323.

<sup>12</sup> *Id.* at 387-388.

<sup>13</sup> *Id.* at 18.

<sup>14</sup> *Id.* at 13-14.

<sup>15</sup> *Id.* at 14-16.

<sup>16</sup> *Id.* at 21-25.

Thus, Tandayag filed with this Court a Petition for Review assailing the Court of Appeals Decision and Resolution. In the Petition for Review, he argues that, pursuant to Rule IV of the Revised Procedural *Guidelines* in the Conduct of Voluntary Arbitration Proceedings, the absence of a collective bargaining agreement does not automatically divest voluntary arbitrators of its jurisdiction as a submission agreement is sufficient. There being a submission agreement executed by both parties in this case, jurisdiction had already vested in the voluntary arbitrators.<sup>17</sup> Because the Panel had jurisdiction, it correctly ruled on his claims for disability benefits and damages.

The issue to be resolved in this case is whether the Office of the Panel of Voluntary Arbitrators had jurisdiction over Tandayag's complaint for permanent and total disability benefits, with claims for damages and attorney's fees.

Articles 224, 274 and 275 of the Labor Code, as amended, delineate the respective jurisdictions of labor arbiters and voluntary arbitrators:

ARTICLE 224. [217] Jurisdiction of the 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 (P5,000.00) regardless of whether accompanied with a claim for reinstatement.

ARTICLE 274. [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

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<sup>17</sup> *Id.* at 50–56.

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[.]

....

ARTICLE 275. [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.

Pursuant to these provisions, workers' claims for damages arising from employer-employee relations are those within the original and exclusive jurisdiction of labor arbiters. Meanwhile, voluntary arbitrators have original and exclusive jurisdiction over interpretations and implementations of collective bargaining agreements, and interpretations or enforcements of company personnel policies. Voluntary arbitrators may also hear and decide all other labor disputes upon the agreement of the parties.

With regard to overseas Filipino workers, Section 10 of Republic Act No. 8042, as amended by Republic Act No. 10022, the Migrant Workers and Overseas Filipinos Act, states that original and exclusive jurisdiction over their claims shall be vested in the labor arbiters:

SEC. 10. Money Claims. — Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide, within ninety (90) calendar days after filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damage[.]

Nonetheless, Section 29 of the Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers on-board Ocean-Going Ships (POEA-SEC) states:

#### SECTION 29. DISPUTE SETTLEMENT PROCEDURES

In cases of claims and disputes arising from this employment, the parties covered by a collective bargaining agreement shall submit the claim or dispute to the original and exclusive jurisdiction of the voluntary arbitrator or panel of voluntary arbitrators. If the parties are not covered by a collective bargaining agreement, the parties may at their option submit the claim or dispute to either the original and exclusive jurisdiction of the National Labor Relations Commission (NLRC), pursuant to Republic Act (RA) 8042 otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995, as amended, or to the original and exclusive jurisdiction of the



voluntary arbitrator or panel of arbitrators. If there is no provision as to the voluntary arbitrators to be appointed by the parties, the same shall be appointed from the accredited voluntary arbitrators of the National Conciliation and Mediation Board of the Department of Labor and Employment.

The Philippine Overseas Employment Administration (POEA) shall exercise original and exclusive jurisdiction to hear and decide disciplinary action on cases, which are administrative in character, involving or arising out of violations of recruitment laws, rules and regulations involving employers, principals, contracting partners and Filipino seafarers.

In *Estate of Dulay v. Aboitiz Jebsen Maritime, Inc.*,<sup>18</sup> this Court clarified that, while “claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damages” are generally within the original and exclusive jurisdiction of labor arbiters, if the dispute between the overseas Filipino worker and their employer stems from interpretations or implementations of collective bargaining agreements, then Article 274 of the Labor Code shall apply. Thus:

It is true that R.A. 8042 is a special law governing overseas Filipino workers. However, a careful reading of this special law would readily show that there is no specific provision thereunder which provides for jurisdiction over disputes or unresolved grievances regarding the interpretation or implementation of a CBA. Section 10 of R.A. 8042, which is cited by petitioner, simply speaks, in general, of “claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damages.” On the other hand, Articles 217 (c) and 261 of the Labor Code are very specific in stating that voluntary arbitrators have jurisdiction over cases arising from the interpretation or implementation of collective bargaining agreements. Stated differently, the instant case involves a situation where the special statute (R.A. 8042) refers to a subject in general, which the general statute (Labor Code) treats in particular. In the present case, the basic issue raised by Merridy Jane in her complaint filed with the NLRC is: which provision of the subject CBA applies insofar as death benefits due to the heirs of Nelson are concerned. The Court agrees with the CA in holding that this issue clearly involves the interpretation or implementation of the said CBA. Thus, the specific or special provisions of the Labor Code govern.<sup>19</sup> (Citation omitted)

This ruling was reiterated in *Ace Navigation Co., Inc. v. Fernandez*.<sup>20</sup>

We now address the focal question of who has the original and exclusive jurisdiction over Fernandez’s disability claim — the labor arbiter under Section 10 of R.A. No. 8042, as amended, or the voluntary arbitration mechanism as prescribed in the parties’ CBA and the POEA-SEC?

<sup>18</sup> 687 Phil. 153 (2012) [Per J. Peralta, Third Division].

<sup>19</sup> *Id.* at 159–160.

<sup>20</sup> 697 Phil. 250 (2012) [Per J. Brion, Second Division].

The answer lies in the State's labor relations policy laid down in the Constitution and fleshed out in the enabling statute, the Labor Code. Section 3, Article XIII (on Social Justice and Human Rights) of the Constitution declares:

...

The State shall promote the principle of shared responsibility between workers and employers and the preferential use of voluntary modes in settling disputes, including conciliation, and shall enforce their mutual compliance therewith to foster industrial peace.

Article 260 of the Labor Code (Grievance machinery and voluntary arbitration) states:

The parties to a Collective Bargaining Agreement shall include therein provisions that will ensure the mutual observance of its terms and conditions. They shall establish a machinery for the adjustment and resolution of grievances arising from the interpretation or implementation of their Collective Bargaining Agreement and those arising from the interpretation or enforcement of company personnel policies.

Article 261 of the Labor Code (Jurisdiction of Voluntary Arbitrators or panel of Voluntary Arbitrators), on the other hand, reads in part:

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[.]

Article 262 of the Labor Code (Jurisdiction over other labor disputes) declares:

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.

Further, the POEA-SEC, which governs the employment of Filipino seafarers, provides in its Section 29 on Dispute Settlement Procedures:

In cases of claims and disputes arising from this employment, the parties covered by a collective bargaining agreement shall submit the claim or dispute to the original and exclusive jurisdiction of the voluntary arbitrator or panel of voluntary arbitrators. If the parties are not covered by a collective bargaining agreement, the parties may at their option submit the claim or dispute to either the original and exclusive jurisdiction of the National Labor Relations Commission (NLRC), pursuant to Republic Act (RA) 8042 otherwise known as the Migrant Workers and Overseas



Filipinos Act of 1995 or to the original and exclusive jurisdiction of the voluntary arbitrator or panel of voluntary arbitrators. If there is no provision as to the voluntary arbitrators to be appointed by the parties, the same shall be appointed from the accredited voluntary arbitrators of the National Conciliation and Mediation Board of the Department of Labor and Employment[.]

We find merit in the petition.

Under the above-quoted constitutional and legal provisions, the voluntary arbitrator or panel of voluntary arbitrators has original and exclusive jurisdiction over Fernandez's disability claim. There is no dispute that the claim arose out of Fernandez's employment with the petitioners and that their relationship is covered by a CBA — the AMOSUP/TCC or the AMOSUP-VELA CBA. The CBA provides for a grievance procedure for the resolution of grievances or disputes which occur during the employment relationship and, like the grievance machinery created under Article 261 of the Labor Code, it is a two-tiered mechanism, with voluntary arbitration as the last step.<sup>21</sup>

In this case, there was no collective bargaining agreement between the parties. The lack of a collective bargaining agreement was plainly indicated in petitioner's contract of employment: "2.4. Collective Bargaining Agreement, if any: NON-CBA[.]"<sup>22</sup>

The Panel's Decision similarly acknowledged the lack of proof of a collective bargaining agreement between petitioner and respondents, stating that "[d]espite several requests, complainant and his counsel refused to provide respondents with the full and complete copy of the alleged CBA which he is allegedly covered under[.]"<sup>23</sup>

Thus, the first sentence of Section 29 of the POEA-SEC, as well as the cases of *Ace Navigation Co., Inc. v. Fernandez* and *Estate of Dulay v. Aboitiz Jebesen Maritime, Inc.*—wherein there were collective bargaining agreements which vested jurisdiction in the voluntary arbitrators—are inapplicable.

In finding that it had jurisdiction over petitioner's complaint, the Panel relied on the existence of a submission agreement the parties entered into:

Before discussing the main issues, it is imperative to first determine whether or not this Panel has jurisdiction over this case. A perusal of the record will show that the parties entered into a submission agreement before this Honorable Panel. Article 262 of the Labor Code, as amended explicitly provides that 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 deadlock.

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<sup>21</sup> *Id.* at 259–261.

<sup>22</sup> *Rollo*, p. 138.

<sup>23</sup> *Id.* at 312.



Moreover, Rule IV of the Revised Guidelines in the Conduct of Voluntary Arbitration Proceedings, clearly states that jurisdiction is exercise[d] upon receipt of a submission agreement duly signed by both parties. Thus, considering the above rules, it is crystal clear that this Panel has jurisdiction over the case.<sup>24</sup>

However, a scrutiny of the records of this case shows that respondent had consistently contested and objected to the voluntary arbitrator's jurisdiction throughout the entire proceedings. The Panel's Decision itself stated that, among the issues submitted for its resolution was the jurisdiction of the Panel over the case. As the Court of Appeals pointed out:

Here, it is worth mentioning that, right from the very beginning, petitioners did not only challenge the jurisdiction of the Office of the Panel of Voluntary Arbitrators, they also insisted that it is the labor arbiter which has jurisdiction over the case. Even in their Motion for Reconsideration, petitioners continuously invoked the lack of jurisdiction of the Office of the Panel of Voluntary Arbitrators over the subject matter of the case *a quo*. Verily, since the Office of the Panel of Voluntary Arbitrators has no jurisdiction under the circumstances obtaining in this case, its issuances which are being assailed in the present petition are, therefore, null and void *ab initio*. It is as if there were no decision and resolution issued at all. Consequently, the assailed Decision and Resolution of the Office of the Panel of Voluntary Arbitrators have attained no jural force and consequence.<sup>25</sup>

Estoppel by laches cannot be said to have taken place. Among the requirements for a finding of estoppel by laches in questions of jurisdiction is that the invoking party failed to raise the statutory right, and the party let an unreasonable amount of time lapse before questioning the jurisdiction of the court or tribunal.<sup>26</sup> Here, respondents were shown to have raised the issue of the voluntary arbitrator's jurisdiction over petitioner's money claim as early as the joinder of issues before the Panel. In this instance, the Panel erred in holding that the submission agreement constituted a waiver of the objection of lack of jurisdiction, when an issue expressly included for the Panel's resolution is its own jurisdiction.

Further, the Panel of Voluntary Arbitrators incorrectly stated that Rule IV of the Revised Guidelines in the Conduct of Voluntary Arbitration Proceedings vested it with jurisdiction over the present case. Rule IV enumerated the conditions for the exercise of the voluntary arbitrator's jurisdiction, among which is the receipt of a submission agreement by the parties. Nonetheless, it has been consistently held by this Court that there is a difference between jurisdiction, and the exercise thereof:

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<sup>24</sup> *Id.* at 312-313.

<sup>25</sup> *Id.* at 17.

<sup>26</sup> *Amoguis v. Ballado*, 839 Phil. 1, 29 (2018) [Per J. Leonen, Third Division].

As a basic premise, let it be emphasized that a court's acquisition of jurisdiction over a particular case's subject matter is different from incidents pertaining to the exercise of its jurisdiction. Jurisdiction over the subject matter of a case is conferred by law, whereas a court's exercise of jurisdiction, unless provided by the law itself, is governed by the Rules of Court or by the orders issued from time to time by the Court[.]<sup>27</sup> (Citation omitted)

In *Vivero v. Court of Appeals*,<sup>28</sup> this Court noted that, while State policy was to promote voluntary arbitration in settling disputes, including those of labor, the voluntary—or to be more precise, consensually agreed-upon—nature of voluntary arbitration cannot be so lightly set aside. It must be categorical and unequivocal that both parties to the dispute agreed to be bound by the voluntary arbitrator:

Private respondents invoke *Navarro III v. Damasco* wherein the Court held that “it is the policy of the state to promote voluntary arbitration as a mode of settling disputes.” 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. 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* 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.<sup>29</sup> (Citations omitted)

As such, the second paragraph of Section 29 of the POEA-SEC, which states that “[i]f the parties are not covered by a collective bargaining agreement, the parties may at their option submit the claim or dispute to either the original and exclusive jurisdiction of the National Labor Relations Commission (NLRC), pursuant to Republic Act (RA) 8042 otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995 or to the original and exclusive jurisdiction of the voluntary arbitrator or panel of voluntary arbitrators” must be read in such a way that both parties have to have agreed to the submission of the claim or dispute to, and therefore be bound to the jurisdiction of, either the labor arbiter or the voluntary arbitrator.

<sup>27</sup> *Gonzales v. GJH Land, Inc.*, 772 Phil. 483, 505 (2015) [Per J. Perlas-Bernabe, *En Banc*].

<sup>28</sup> 398 Phil. 158 (2000) [Per J. Bellosillo, Second Division].

<sup>29</sup> *Id.* at 171–172.

In claims or disputes between an overseas Filipino worker and their employer, the submission of the claim or dispute by one party to the voluntary arbitrator does not automatically vest the voluntary arbitrator with jurisdiction, if the other party interposes a consistent objection to such jurisdiction. In these instances, the general rule on the jurisdiction of the labor arbiter under Republic Act No. 8042, as amended, shall prevail. The Court of Appeals did not err in dismissing petitioner's complaint for lack of jurisdiction.

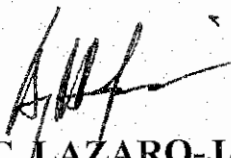
**ACCORDINGLY**, the Petition for Review is **DENIED**. The August 20, 2020 Decision and March 23, 2021 Resolution of the Court of Appeals, Manila, in CA-G.R. SP No. 155986 are **AFFIRMED**.

**SO ORDERED.** (Lopez, J., J., *on official business*.)

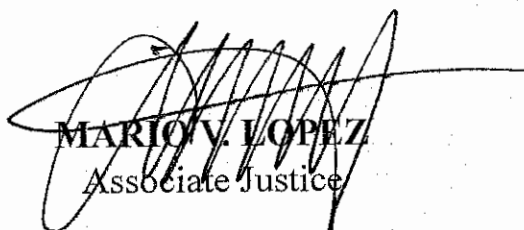


**MARVIC M. V. F. LEONEN**  
Senior Associate Justice

WE CONCUR:

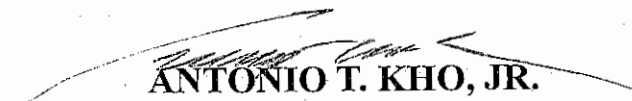


**AMY C. LAZARO-JAVIER**  
Associate Justice



**MARIO V. LOPEZ**  
Associate Justice

**On official business**  
**JHOSEP Y. LOPEZ**  
Associate Justice



**ANTONIO T. KHO, JR.**  
Associate Justice

**ATTESTATION**

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

**MARVIC M.V.F. LEONEN**

Senior Associate Justice

Chairperson

**CERTIFICATION**

Pursuant to Article VIII, Section 13 of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was as assigned to the writer of the opinion of the Court's Division.

**ALEXANDER G. GESMUNDO**

Chief Justice