

ROSENDO A. GANADEN, JR., PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, EXECUTIVE LABOR ARBITER NORMA C. OLEGARIO AND COCA-COLA BOTTLERS PHILIPPINES, INC., RESPONDENTS.

Ponente: BARRIOS, J.

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BARRIOS, J.:

The petitioner Rosendo Ganaden, Jr. (or Ganaden) in this petition for certiorari assails the decision and the subsequent resolution of the National Labor Relations Commission (or NLRC) in favor of the respondent Coca-Cola Bottlers Philippines, Inc. (or Coca-Cola). The Decision dated January 9, 2001 affirmed the decision of the Labor Arbiter while the Resolution dated September 10, 2001 denied the motion for its reconsideration. Alleging that these were issued with grave abuse of discretion, Ganaden prays for their reversal. Ganaden started his employment as a Warehouseman with the San Miguel Beer Corporation (or SMC) on October 1, 1967. In May 1981, the Soft Drink Division of SMC was incorporated to become the respondent Coca-Cola which took over the business of SMC's entire Soft Drink Division and hired qualified SMC employees as its regular employees. Among them was Ganaden.

On June 1, 1981, Ganaden was given an appointment letter by Coca-Cola stating in part that:

This will confirm your permanent appointment with Coca-Cola Bottler's Philippines, Inc (CCBPI) effective June 1, 1981. As an employee of CCBPI, you will enjoy the same benefits under Retirement and Death Benefit Plan and the Health and Welfare Plan of San Miguel Corporation. x x x

The said retirement plan provided as follows:

(b) Optional Retirement - Any regular employee with at least 15 years of service or upon reaching the age of 60, may retire, at his option or the option of the company, and shall be entitled to 100% of the retirement benefits provided in Section 2 of this Article.

Years later on April 15, 1995 SMC implemented a new retirement plan for its employees which provides:

ARTICLE V - PAYMENT OF BENEFITS

Section 1. Retirement. A member who retires on the retirement dates as defined in Article V of this Plan shall be entitled to and shall be paid a retirement benefit determined in accordance with the following schedule:

Years of Service

% of Final Pay for Every

Year of Credited Service

Less than 20

150%

20 but less than 30

200%

30 years and over

225%

On February 28, 1997, Ganaden who was then holding the position of a Regional Sales Manager and after having rendered almost 30 years of service, applied for an optional retirement. Coca-Cola approved this based on Sections 1(b) and 2 (b) of its Retirement Plan. Ganaden's retirement pay amounted to P1,292,080.29 computed at 100% of his monthly salary times his years of service. Ganaden received and acknowledged the said amount, and thereafter signed a Receipt and Release.

Later believing that what he received fell short of what was due him, Ganaden on February 18, 2000, or almost three years after he received his retirement pay, filed before the Regional Arbitration Branch No. 1 stationed at San Fernando City, La Union, for retirement benefits and prayed too for moral and exemplary damages as well as attorney's fees. Ganaden averred that since his appointment letter from Coca-Cola dated June 1, 1981 specifically provided that he will enjoy the same benefits under the Retirement and Death Benefit Plan and Health and Welfare Plan of San Miguel Corporation, then his retirement benefit should be computed at 200% instead of the 100% provided for in the SMC Retirement and Death Benefit Plan.

Finding that the case of Ganaden was similar to the case of Domingo Ignacio v. National Labor Relations Commission and Coca-Cola Bottlers, Inc., CA-G.R. No. 55833, wherein the Court of Appeals dismissed the petition, the Labor Arbiter in its Decision dated July 31, 2000 likewise ruled:

IN VIEW OF ALL THE FOREGOING, this case is hereby dismissed for lack of merit. (p. 50, rollo)

Ganaden appealed to the NLRC but he was not able to obtain a favorable judgment. On January 9, 2001, the NLRC disposed that:

WHEREFORE, the appeal of the complainant is hereby DISMISSED for lack of merit. (p. 37, rollo)

A motion for reconsideration was filed but this too was struck down in the NLRC's Resolution dated September 10, 2001.

Aspiring for a ruling which will give a yield in his favor, Ganaden sought recourse via this petition and assigned as errors the following for the consideration of this Court:

- THE PUBLIC RESPONDENT HAD ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION IN HOLDING THAT THE SMC'S RETIREMENT BENEFITS EXISTING AT THE TIME OF TRANSFER OF PETITIONER FROM SMC TO PRIVATE RESPONDENT CCBPI IN JUNE 1, 1981 SHOULD BE APPLIED AND NOT THE SMC'S RETIREMENT BENEFITS EXISTING AT THE TIME OF PETITIONER'S RETIREMENT IN FEBRUARY 28, 1997.

- THE PUBLIC RESPONDENT HAD ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION IN HOLDING THAT THE CASE OF DOMINGO IGNACIO VS. NLRC AND CCBPI, CA G.R. NO. 55833 (MAY 4, 2000) SHOULD BE APPLIED IN THE INSTANT CASE.

- THE PUBLIC RESPONDENT HAD ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION IN HOLDING THAT THE RETIREMENT BENEFIT PLAN OF PRIVATE RESPONDENT CCBPI IS INCORPORATED IN PETITIONER'S APPOINTMENT PAPER AND SHOULD

BE APPLIED.

- THE PUBLIC RESPONDENT HAD ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION IN DISMISSING THE MONETARY CLAIMS AND CLAIMS FOR DAMAGES AND ATTORNEY'S FEES OF PETITIONER FOR LACK OF MERIT. (pp. 11-12, rollo)

The petition is without merit.

Indeed the said case of Domingo Ignacio vs. Coca-Cola Bottlers Phils., Inc. is analogous to the instant case. The cited case put in issue too the same claim as that of Ganaden where what was prayed as the basis for the retirement benefit should be the 200% provided in the new SMC retirement plan.

Since the Supreme Court has already laid the ruling regarding this issue in the Ignacio case by affirming the decision of the Labor Arbiter, the NLRC and the Court of Appeals, this has become a judicial precedent and this Court is as a matter of course bound by it.

The Labor Arbiter correctly adhered to the Ignacio case in arriving at its pronouncement. Quoting from the decision in said case the Labor Arbiter thus asserted:

x x x when respondent spoke of the Appointment Letter (March 23), it could not have referred to a future, inexistent and unavailable figure, for to do so would be undertaking to pay a yet undetermined amount. To us, the phrase same benefit corresponded, as it should, to an existing and available numerical counterpart in the San Miguel Retirement Plan at that time, as this was necessary for the company to be able to project its financial obligations. As record show, this figure was the 100% then stipulated therein. It is certainly unreasonable, if not oppressive, to hold respondent to the interpretation of same benefits presently espoused by complainant because the 200% retirement currently provided by the 1995 San Miguel Plan was definitely not in the consciousness of respondent way back in 1982, the time it went into the process of determining the benefits it was then willing to pay complainant. x x x

x x x

Conversely that with the theory of petitioner, which is in consonance with reality and practicality, is CCBPI intended to place petitioner on equal footing with the employees of SMC in terms of retirement benefits at the time of his retirement, then it could have expressly so stated in the March 23 letter as to make the statement read "[a]s an employee of CCBPI, you will enjoy the same benefits under the retirement x x x plan x x x of San Miguel Corporation at the time of your retirement." That CCBPI did not only show that it was not its intention to stretch several years forward the sameness of the benefits provided in the Retirement Plan and that of SMC. (pp. 48-49, rollo)

We need not say more on this except emphasize that Stare decisis et non quieta movere. Stand by the decision and disturb not what is settled (Estrada vs. Desierto, G. R. No. 156169, Dec. 9, 2004).

As the foregoing in effect disposes the full issues of this case, there is no more need to dwell on the other assigned errors.

The special civil action for certiorari lies only to correct acts rendered without jurisdiction, in excess of jurisdiction, or with grave abuse of discretion (Civil Service Commission vs. Asensi, 433 SCRA 342) - of which nothing is apparent in this case.

WHEREFORE, the petition is DENIED DUE COURSE and DISMISSED.

SO ORDERED.

Guariña III, and Romilla-Lontok, JJ., concur.

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