DOMINGO O. IGNACIO, PETITIONER, VS. COCA-COLA BOTTLERS PHILS., INC., RESPONDENT.

G.R. No. 144400. September 19, 2001

Ponente: BELLOSILLO, J.

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BELLOSILLO, J.:

This is a petition filed by Domingo O. Ignacio under Rule 45 of the Rules of Court to review and set aside the 4 May 2000 Decision[1] of the Court of Appeals which affirmed the 13 May 1999 Resolution[2] of the National Labor Relations Commission (NLRC) in NLRC NCR 00-08-05187-96 (CA No. 018231-99) upholding the 7 December 1998 Decision of Labor Arbiter Ernesto S. Dinopol denying the claim of petitioner for retirement pay differential and damages against Coca-Cola Bottlers Philippines, Inc. (CCBPI), and accordingly dismissing his complaint.

Petitioner Domingo O. Ignacio was at the date of his retirement on 30 June 1996 an employee of private respondent Coca-Cola Bottlers Phil., Inc. (CCBPI). Prior to his appointment at CCBPI he was employed at San Miguel Corporation (SMC)[3] where he stayed for a period of six (6) years or until 1981 when the former Soft Drinks Division of SMC was incorporated to become Coca-Cola Bottlers Philippines, Inc. (CCBPI). CCBPI took over the businesses and functions of SMC's entire Soft Drinks Division and hired qualified SMC employees as its regular employees among whom was petitioner Ignacio.

The terms and conditions of Ignacio's transfer from SMC and his appointment to CCBPI were embodied in a letter dated 23 March 1982, which pertinently stated that -

> This will confirm your appointment (on a regular basis) with Coca-Cola Bottlers Philippines, Inc. (CCBPI) effective April 1, 1982. As an employee of CCBPI, you will enjoy the same benefits under the Retirement and Death Benefit Plan and the Health and Welfare Plan of San Miguel Corporation x x x x
>
> Finally, CCBPI will recognize, for purposes of retirement, the years of service you have rendered with San Miguel Corporation x x x x

On 30 June 1996, after having rendered almost twenty (20) years of service to CCBPI, inclusive of his six (6) years of service to SMC, Ignacio retired. His optional retirement benefit amounted to P998,224.60 computed at 100% his monthly pay times years of service (hereafter referred to as 100% retirement benefit). In a letter dated 18 June 1996 and addressed to the CCBPI management, Ignacio requested that his retirement benefit be computed instead at two hundred percent (200%) for twenty (20) years of service (hereafter referred to as 200% retirement benefit) as provided for in the current SMC Retirement and Death Benefit Plan (SMC Plan) as he claimed he was entitled thereto per his 23 March 1982 letter of appointment. Petitioner's request was denied.

Thus, on 18 August 1996 Ignacio filed with the Labor Arbiter a complaint against CCBPI for alleged retirement pay differential and damages, docketed as NLRC-NCR Case No. 00-081-05187-96. On 7 December 1998, after submission of position papers and other responsive pleadings, coupled with trial on the merits, Labor Arbiter Ernesto S. Dinopol dismissed the complaint for lack of merit, holding that: (a) the 23 March 1982 letter of

appointment had been amended by the 26 March 1982 letter of SMC to CCBPI which declared that as of the date of his transfer, Ignacio would cease to enjoy any privileges and benefits under SMC but would be covered by CCBPI's policies, rules and procedures on benefits and privileges; (b) although the SMC Plan was granting two hundred percent (200%) retirement benefits, Ignacio was not entitled thereto as according to Art. III of the SMC Plan it would be bestowed only upon a SMC employee which Ignacio at the time of his retirement was not; and, (c) Ignacio's application for a car loan in February 1991, which CCBPI granted, was sourced from the CCBPI Plan, and having received benefits therefrom he had indicated his coverage thereunder.

On 15 January 1999 Ignacio appealed the Decision to the NLRC on the basis of the following assigned errors attributable to the Labor Arbiter: (a) the decision was based on a defense different from and inconsistent with that found in CCBPI's position paper; (b) the falsity of CCBPI's defense was ignored; (c) the conclusion that the contract between CCBPI and the complainant had been amended by the 26 March 1982 letter sent by SMC to CCBPI was incorrect; and, (d) the deduction that the car loan was part of the CCBPI Plan was without basis.

Resolving the petition, the National Labor Relations Commission (NLRC) in its 13 May 1999 Resolution affirmed Labor Arbiter Dinopol's finding that the claim for retirement pay differential was without legal basis since, among other reasons, at the particular time that CCBPI assumed the obligation to pay Ignacio the same benefits as SMC, the SMC Plan provided only for 100% retirement benefit; therefore, the contemplated retirement benefits which CCBPI wished to grant at the time the company hired Ignacio was only one hundred percent (100%) and not two hundred percent (200%) as currently provided in the SMC Plan. It held that when CCBPI spoke of the "same benefits" in Ignacio's letter of appointment, it could not have referred to a future, inexistent and unavailable figure; instead, it corresponded to an existing and available numerical counterpart in the SMC Plan at that time, as this was necessary for the company to be able to project its financial obligations. Thus, the NLRC held that it was only this "same benefit" which Ignacio carried over to his new employment with CCBPI, plus of course his tenure at the firm.

Ignacio moved for reconsideration but his motion was denied. Thus, once again he appealed the matter, this time, in a petition for certiorari under Rule 65 filed before the Court of Appeals. Imputing grave abuse of discretion on the part of NLRC, Ignacio averred that the tribunal: (a) rendered a decision based on a theory different from the defense raised by CCBPI; (b) erroneously interpreting the phrase "same benefit" in the 23 March 1982 letter of appointment as referring to the one hundred percent (100%) retirement benefit provided in the 1982 SMC Plan; (c) incorrectly held that the 23 March 1982 letter of appointment was amended by the 26 March 1982 letter of SMC to CCBPI; and, (d) wrongly concluded that his availment of a car loan under the CCBPI Plan was an implied acceptance of his coverage thereunder. In addition, Ignacio prayed for payment of moral damages, exemplary damages, as well as attorney's fees.

In its 4 May 2000 Decision, the Court of Appeals affirmed the NLRC Resolution. Addressing the issues in seriatim, the appellate court held that: (a) the NLRC rendered judgment on the basis of the totality of evidence presented before it and upon a finding of merit in CCBPI's defenses and none in Ignacio's allegations; (b) at the time of Ignacio's transfer to CCBPI the SMC Plan provided only for one hundred percent (100%) retirement benefits similar to the rate provided in the CCBPI Plan, thus the phrase "same benefit" should be understood solely within this context as was intended by the parties; (c) the 26 March 1982 letter of SMC to CCBPI did not amend the 23 March 1982 letter of appointment; instead, it reinforced the message that after his admission as a regular employee of CCBPI, Ignacio ceased to enjoy any privileges and benefits under SMC, and was subsequently covered by CCBPI's policies, rules and procedures on benefits and privileges; and, (d) the proceeds of the car loan came from the funds of the CCBPI Plan, such that Ignacio's application for a car loan, which was granted, and his subsequent mortgage of the vehicle in favor of CCBPI indicated his acceptance of the benefits of

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the CCBPI Plan and his conformity to the coverage thereunder. On Ignacio's claim for damages and attorney's fees, the appellate court found no basis therefor in the absence of any showing of malice, bad faith, or any wanton, oppressive or malevolent action on the part of CCBPI in not granting his claimed retirement pay differential.

Elevating the matter to us, petitioner now claims that the appellate court erred: (a) in affirming the decisions of the NLRC and the Labor Arbiter which allowed CCBPI to commit perjury and to flip-flop on its defenses; (b) in appreciating evidence which was not included in the position paper of CCBPI, hence, was not an issue during the trial and was submitted only for the first time on appeal; (c) in unnecessarily resorting to the intention of the parties in construing the 23 March 1982 letter of appointment when the terms therein are clear and leave no doubt as to the intention of the parties, e.g., to grant petitioner a 200% retirement as provided in the current SMC Plan; (d) in improperly concluding that the 26 March 1982 letter of SMC to CCBPI effectively amended the 23 March 1982 letter of appointment when the former correspondence was merely between the two (2) companies, with petitioner not being involved therein; and, (e) in affirming the NLRC finding that by obtaining a car loan from the CCBPI petitioner is deemed to have accepted coverage under its plan.

Review of labor cases elevated to this Court on a petition for review on certiorari is confined merely to questions of law, and not of fact, as factual findings thereon are conclusive on the High Court. Absent any showing that the findings of fact of the labor tribunals and the appellate court are not supported by evidence on record or the judgment is based on a misapprehension of facts, the Court shall not examine anew the evidence submitted by the parties. The Court shall analyze or weigh the evidence again only as a matter of discretion and on the basis of compelling reasons. Here, we find none.

It is apparent, even on cursory reading, that petitioner has come to this Court with virtually the same arguments and evidence already competently traversed and disposed of by the appellate court and the labor tribunals, and has presented no new matter or compelling reason for this Court to pass upon. Although tenacity in holding on to one's argument is to be admired, it should nonetheless be exercised with caution lest it be perceived as merely one's inability to admit defeat or propensity to foment trouble. The matter therefore should end here. Petitioner's claim for retirement differential has been rejected by three (3) independent bodies - the Labor Arbiter, the NLRC, and the Court of Appeals. In its adjudication of the issues, each body has meticulously scrutinized the pleadings and the records of the case, and has left no stone unturned in the determination of the proper retirement benefit due the petitioner. The fact that these three (3) tribunals have reached similar conclusions rejecting petitioner's claim for retirement pay differential, in the course of rigorous and stringent judicial process, conclusively indicates the reliability of their concurring findings and shows the futility of petitioner's endless imputations of error and abuse on their part.

Thus, we find no reversible error in the appellate court's judicious reasoning to affirm the factual findings of the NLRC and correspondingly that of the Labor Arbiter, absent any showing that it has been erroneously rendered. Factual findings of the NLRC affirming those of the Labor Arbiter, both bodies being deemed to have acquired expertise in matters within their jurisdictions, when sufficiently supported by evidence on record, are accorded respect if not finality, and are considered binding on this Court. As long as their decisions are devoid of any unfairness or arbitrariness in the process of their deduction from the evidence proffered by the parties, all that is left is for the Court to stamp its affirmation and declare its finality.

WHEREFORE, the petition for review is DENIED. The 4 May 2000 Decision of the Court of Appeals which affirmed the 13 May 1999 Resolution of the National Labor Relations Commission in NLRC NCR 00-08-05187-96 (CA No. 018231-99) which in turn upheld the 7 December 1998 Decision of Labor Arbiter Ernesto S. Dinopol denying the claim of petitioner Domingo O. Ignacio for retirement pay differential and damages against respondent Coca-Cola Bottlers Philippines, Inc. and accordingly dismissed his complaint is

AFFIRMED.

SO ORDERED.

Mendoza, Quisumbing, Buena, and De Leon, Jr., JJ., concur.

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[1] Decision penned by Associate Justice Eugenio S. Labitoria, concurred in by Associate Justices Bernardo P. Abesamis and Elvi John Asuncion, Thirteenth Division, Court of Appeals.

[2] Resolution penned by Presiding Commissioner Raul T. Aquino, concurred in by Commissioner Victoriano R. Calaycay, Second Division, National Labor Relations Commission, Department of Labor and Employment. Commissioner Angelita A. Gacutan was on leave.

[3] Initially employed as Position Analyst at the SMC's Human Resource Division and later as Position and Salary Analyst I and then as Position Analyst III.

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