

**TSPIC CORPORATION, Petitioner, vs. TSPIC EMPLOYEES UNION (FFW),
representing MARIA FE FLORES, FE CAPISTRANO, AMY DURIAS,
CLAIRE EVELYN VELEZ, JANICE OLAGUIR, JERICO ALIPIT, GLEN...**

G.R. No. 163419. February 13, 2008

Ponente: VELASCO JR., J.

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VELASCO JR., J.:

The path towards industrial peace is a two-way street. Fundamental fairness and protection to labor should always govern dealings between labor and management. Seemingly conflicting provisions should be harmonized to arrive at an interpretation that is within the parameters of the law, compassionate to labor, yet, fair to management.

In this Petition for Review on Certiorari under Rule 45, petitioner TSPIC Corporation (TSPIC) seeks to annul and set aside the October 22, 2003 Decision[5] and April 23, 2004 Resolution[6] of the Court of Appeals (CA) in CA-G.R. SP No. 68616, which affirmed the September 13, 2001 Decision[7] of Accredited Voluntary Arbitrator Josephus B. Jimenez in National Conciliation and Mediation Board Case No. JBJ-AVA-2001-07-57.

TSPIC is engaged in the business of designing, manufacturing, and marketing integrated circuits to serve the communication, automotive, data processing, and aerospace industries. Respondent TSPIC Employees Union (FFW) (Union), on the other hand, is the registered bargaining agent of the rank-and-file employees of TSPIC. The respondents, Maria Fe Flores, Fe Capistrano, Amy Durias, Claire Evelyn Velez, Janice Olaguir, Jerico Alipit, Glen Batula, Ser John Hernandez, Rachel Novillas, Nimfa Anilao, Rose Subardiaga, Valerie Carbon, Olivia Edroso, Maricris Donaire, Analyn Azarcon, Rosalie Ramirez, Julieta Rosete, Janice Nebre, Nia Andrade, Catherine Yaba, Diomedisa Erni, Mario Salmorin, Loida Comullo, Marie Ann Delos Santos, Juanita Yana, and Suzette Dulay, are all members of the Union.

In 1999, TSPIC and the Union entered into a Collective Bargaining Agreement (CBA)[8] for the years 2000 to 2004. The CBA included a provision on yearly salary increases starting January 2000 until January 2002. Section 1, Article X of the CBA provides, as follows:

Section 1. Salary/ Wage Increases.—Employees covered by this Agreement shall be granted salary/wage increases as follows:

a)

Effective January 1, 2000, all employees on regular status and within the bargaining unit on or before said date shall be granted a salary increase equivalent to ten percent (10%) of their basic monthly salary as of December 31, 1999.

b)

Effective January 1, 2001, all employees on regular status and within the bargaining unit on or before said date shall be granted a salary increase equivalent to twelve (12%) of their basic monthly salary as of December 31, 2000.

c)

Effective January 1, 2002, all employees on regular status and within the bargaining unit on or before said date shall be granted a salary increase equivalent to eleven percent (11%) of their basic monthly salary as of December 31, 2001.

The wage salary increase of the first year of this Agreement shall be over and above the wage/salary increase, including the wage distortion adjustment, granted by the COMPANY on November 1, 1999 as per Wage Order No. NCR-07.

The wage/salary increases for the years 2001 and 2002 shall be deemed inclusive of the mandated minimum wage increases under future Wage Orders, that may be issued after Wage Order No. NCR-07, and shall be considered as correction of any wage distortion that may have been brought about by the said future Wage Orders. Thus the wage/salary increases in 2001 and 2002 shall be deemed as compliance to future wage orders after Wage Order No. NCR-07.

Consequently, on January 1, 2000, all the regular rank-and-file employees of TSPIC received a 10% increase in their salary. Accordingly, the following nine (9) respondents (first group) who were already regular employees received the said increase in their salary: Maria Fe Flores, Fe Capistrano, Amy Durias, Claire Evelyn Velez, Janice Olaguir, Jerico Alipit, Glen Batula, Ser John Hernandez, and Rachel Novillas.[9]

The CBA also provided that employees who acquire regular employment status within the year but after the effectivity of a particular salary increase shall receive a proportionate part of the increase upon attainment of their regular status. Sec. 2 of the CBA provides:

SECTION 2. Regularization Increase.—A covered daily paid employee who acquires regular status within the year subsequent to the effectivity of a particular salary/wage increase mentioned in Section 1 above shall be granted a salary/wage increase in proportionate basis as follows:

Regularization Period

Equivalent Increase

- 1[st] Quarter

100%

- 2[nd] Quarter

75%

- 3[rd] Quarter

50%

- 4[th] Quarter

25%

Thus, a daily paid employee who becomes a regular employee covered by this Agreement only on May 1, 2000, i.e., during the second quarter and subsequent to the January 1, 2000 wage increase under this Agreement, will be entitled to a wage increase equivalent to seventy-five percent (75%) of ten percent (10%) of his basic pay. In the same manner, an employee who acquires regular status on December 1, 2000 will be entitled to a salary increase equivalent to twenty-five percent (25%) of ten percent (10%) of his last basic pay.

On the other hand, any monthly-paid employee who acquires regular status within the term of the Agreement

shall be granted regularization increase equivalent to 10% of his regular basic salary.

Then on October 6, 2000, the Regional Tripartite Wage and Productivity Board, National Capital Region, issued Wage Order No. NCR-08[10] (WO No. 8) which raised the daily minimum wage from PhP 223.50 to PhP 250 effective November 1, 2000. Conformably, the wages of 17 probationary employees, namely: Nimfa Anilao, Rose Subardiaga, Valerie Carbon, Olivia Edroso, Maricris Donaire, Analyn Azarcon, Rosalie Ramirez, Julieta Rosete, Janice Nebre, Nia Andrade, Catherine Yaba, Diomedisa Erni, Mario Salmorin, Loida Comullo, Marie Ann Delos Santos, Juanita Yana, and Suzette Dulay (second group), were increased to PhP 250.00 effective November 1, 2000.

On various dates during the last quarter of 2000, the above named 17 employees attained regular employment[11] and received 25% of 10% of their salaries as granted under the provision on regularization increase under Article X, Sec. 2 of the CBA.

In January 2001, TSPIC implemented the new wage rates as mandated by the CBA. As a result, the nine employees (first group), who were senior to the above-listed recently regularized employees, received less wages.

On January 19, 2001, a few weeks after the salary increase for the year 2001 became effective, TSPIC's Human Resources Department notified 24 employees,[12] namely: Maria Fe Flores, Janice Olaguir, Rachel Novillas, Fe Capistrano, Jerico Alipit, Amy Durias, Glen Batula, Claire Evelyn Velez, Ser John Hernandez, Nimfa Anilao, Rose Subardiaga, Valerie Carbon, Olivia Edroso, Maricris Donaire, Analyn Azarcon, Rosalie Ramirez, Julieta Rosete, Janice Nebre, Nia Andrade, Catherine Yaba, Diomedisa Erni, Mario Salmorin, Loida Comullo, and Marie Ann Delos Santos, that due to an error in the automated payroll system, they were overpaid and the overpayment would be deducted from their salaries in a staggered basis, starting February 2001. TSPIC explained that the correction of the erroneous computation was based on the crediting provision of Sec. 1, Art. X of the CBA.

The Union, on the other hand, asserted that there was no error and the deduction of the alleged overpayment from employees constituted diminution of pay. The issue was brought to the grievance machinery, but TSPIC and the Union failed to reach an agreement.

Consequently, TSPIC and the Union agreed to undergo voluntary arbitration on the solitary issue of whether or not the acts of the management in making deductions from the salaries of the affected employees constituted diminution of pay.

On September 13, 2001, Arbitrator Jimenez rendered a Decision, holding that the unilateral deduction made by TSPIC violated Art. 100[13] of the Labor Code. The fallo reads:

WHEREFORE, in the light of the law on the matter and on the facts adduced in evidence, judgment is hereby rendered in favor of the Union and the named individual employees and against the company, thereby ordering the [TSPIC] to pay as follows:

1)

to the sixteen (16) newly regularized employees named above, the amount of P12,642.24 a month or a total of P113,780.16 for nine (9) months or P7,111.26 for each of them as well as an additional P12,642.24 (for all), or P790.14 (for each), for every month after 30 September 2001, until full payment, with legal interests for every month of delay;

2)

to the nine (9) who were hired earlier than the sixteen (16); also named above, their respective amount of

entitlements, according to the Union's correct computation, ranging from P110.22 per month (or P991.98 for nine months) to P450.58 a month (or P4,055.22 for nine months), as well as corresponding monthly entitlements after 30 September 2001, plus legal interests until full payment,

3)

to Suzette Dulay, the amount of P608.14 a month (or P5,473.26), as well as corresponding monthly entitlements after 30 September 2001, plus legal interest until full payment,

4)

Attorney's fees equal to 10% of all the above monetary awards.

The claim for exemplary damages is denied for want of factual basis.

The parties are hereby directed to comply with their joint voluntary commitment to abide by this Award and thus, submit to this Office jointly, a written proof of voluntary compliance with this DECISION within ten (10) days after the finality hereof.

SO ORDERED.[14]

TSPIC filed a Motion for Reconsideration which was denied in a Resolution dated November 21, 2001.

Aggrieved, TSPIC filed before the CA a petition for review under Rule 43 docketed as CA-G.R. SP No. 68616. The appellate court, through its October 22, 2003 Decision, dismissed the petition and affirmed in toto the decision of the voluntary arbitrator. The CA declared TSPIC's computation allowing PhP 287 as daily wages to the newly regularized employees to be correct, noting that the computation conformed to WO No. 8 and the provisions of the CBA. According to the CA, TSPIC failed to convince the appellate court that the deduction was a result of a system error in the automated payroll system. The CA explained that when WO No. 8 took effect on November 1, 2000, the concerned employees were still probationary employees who were receiving the minimum wage of PhP 223.50. The CA said that effective November 1, 2000, said employees should have received the minimum wage of PhP 250. The CA held that when respondents became regular employees on November 29, 2000, they should be allowed the salary increase granted them under the CBA at the rate of 25% of 10% of their basic salary for the year 2000; thereafter, the 12% increase for the year 2001 and the 10% increase for the year 2002 should also be made applicable to them.[15]

TSPIC filed a Motion for Reconsideration which was denied by the CA in its April 23, 2004 Resolution.

TSPIC filed the instant petition which raises this sole issue for our resolution: Does the TSPIC's decision to deduct the alleged overpayment from the salaries of the affected members of the Union constitute diminution of benefits in violation of the Labor Code?

TSPIC maintains that the formula proposed by the Union, adopted by the arbitrator and affirmed by the CA, was flawed, inasmuch as it completely disregarded the "crediting provision" contained in the last paragraph of Sec. 1, Art. X of the CBA.

We find TSPIC's contention meritorious.

A Collective Bargaining Agreement is the law between the parties

It is familiar and fundamental doctrine in labor law that the CBA is the law between the parties and they are obliged to comply with its provisions.[16] We said so in *Honda Phils., Inc. v. Samahan ng Malayang Manggagawa sa Honda*:

A collective bargaining agreement or CBA refers to the negotiated contract between a legitimate labor organization and the employer concerning wages, hours of work and all other terms and conditions of employment in a bargaining unit. As in all contracts, the parties in a CBA may establish such stipulations, clauses, terms and conditions as they may deem convenient provided these are not contrary to law, morals, good customs, public order or public policy. Thus, where the CBA is clear and unambiguous, it becomes the law between the parties and compliance therewith is mandated by the express policy of the law. [17]

Moreover, if the terms of a contract, as in a CBA, are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of their stipulations shall control.[18] However, sometimes, as in this case, though the provisions of the CBA seem clear and unambiguous, the parties sometimes arrive at conflicting interpretations. Here, TSPIC wants to credit the increase granted by WO No. 8 to the increase granted under the CBA. According to TSPIC, it is specifically provided in the CBA that “the salary/wage increase for the year 2001 shall be deemed inclusive of the mandated minimum wage increases under future wage orders that may be issued after Wage Order No. 7.” The Union, on the other hand, insists that the “crediting” provision of the CBA finds no application in the present case, since at the time WO No. 8 was issued, the probationary employees (second group) were not yet covered by the CBA, particularly by its crediting provision.

As a general rule, in the interpretation of a contract, the intention of the parties is to be pursued.[19] *Littera necat spiritus vivificat*. An instrument must be interpreted according to the intention of the parties. It is the duty of the courts to place a practical and realistic construction upon it, giving due consideration to the context in which it is negotiated and the purpose which it is intended to serve.[20] Absurd and illogical interpretations should also be avoided. Considering that the parties have unequivocally agreed to substitute the benefits granted under the CBA with those granted under wage orders, the agreement must prevail and be given full effect.

Paragraph (b) of Sec. 1 of Art. X of the CBA provides for the general agreement that, effective January 1, 2001, all employees on regular status and within the bargaining unit on or before said date shall be granted a salary increase equivalent to twelve (12%) of their basic monthly salary as of December 31, 2000. The 12% salary increase is granted to all employees who (1) are regular employees and (2) are within the bargaining unit.

Second paragraph of (c) provides that the salary increase for the year 2000 shall not include the increase in salary granted under WO No. 7 and the correction of the wage distortion for November 1999.

The last paragraph, on the other hand, states the specific condition that the wage/salary increases for the years 2001 and 2002 shall be deemed inclusive of the mandated minimum wage increases under future wage orders, that may be issued after WO No. 7, and shall be considered as correction of the wage distortions that may be brought about by the said future wage orders. Thus, the wage/salary increases in 2001 and 2002 shall be deemed as compliance to future wage orders after WO No. 7.

Paragraph (b) is a general provision which allows a salary increase to all those who are qualified. It, however, clashes with the last paragraph which specifically states that the salary increases for the years 2001 and 2002 shall be deemed inclusive of wage increases subsequent to those granted under WO No. 7. It is a familiar rule in interpretation of contracts that conflicting provisions should be harmonized to give effect to all.[21] Likewise, when general and specific provisions are inconsistent, the specific provision shall be paramount to and govern the general provision.[22] Thus, it may be reasonably concluded that TSPIC granted the salary increases under the condition that any wage order that may be subsequently issued shall be credited against the previously granted increase. The intention of the parties is clear: As long as an employee is qualified to receive the 12% increase in salary, the employee shall be granted the increase; and as long as an employee is granted the 12% increase, the amount shall be credited against any wage order issued after WO No. 7.

Respondents should not be allowed to receive benefits from the CBA while avoiding the counterpart crediting provision. They have received their regularization increases under Art. X, Sec. 2 of the CBA and the yearly increase for the year 2001. They should not then be allowed to avoid the crediting provision which is an accompanying condition.

Respondents attained regular employment status before January 1, 2001. WO No. 8, increasing the minimum wage, was issued after WO No. 7. Thus, respondents rightfully received the 12% salary increase for the year 2001 granted in the CBA; and consequently, TSPIC rightfully credited that 12% increase against the increase granted by WO No. 8.

Proper formula for computing the salaries for the year 2001

Thus, the proper computation of the salaries of individual respondents is as follows:

(1) With regard to the first group of respondents who attained regular employment status before the effectivity of WO No. 8, the computation is as follows:

For respondents Jerico Alipit and Glen Batula:[23]

Wage rate before WO No. 8 PhP 234.67

Increase due to WO No. 8

setting the minimum wage at PhP 250 15.33

Total Salary upon effectivity of WO No. 8 PhP 250.00

Increase for 2001 (12% of 2000 salary) PhP 30.00

Less the wage increase under WO No. 8 ____15.33

Total difference between the wage increase

for 2001 and the increase granted under WO No. 8

PhP 14.67

Wage rate by December 2000

PhP 250.00

Plus total difference between the wage increase for 2001

and the increase granted under WO No. 8 14.67

Total (Wage rate range beginning January 1, 2001) PhP 264.67

For respondents Ser John Hernandez and Rachel Novillas:[24]

Wage rate range before WO No. 8 PhP 234.68

Increase due to WO No. 8

setting the minimum wage at PhP 250 15.32

Total Salary upon effectivity of WO No. 8 PhP 250.00

Increase for 2001 (12% of 2000 salary)

PhP 30.00

Less the wage increase under WO No. 8 15.32

Total difference between the wage increase

for 2001 and the increase granted under WO No. 8 PhP 14.68

Wage rate by December 2000

PhP 250.00

Plus total difference between the wage increase for 2001

and the increase granted under WO No. 8 14.68

Total (Wage rate range beginning January 1, 2001) PhP 264.68

For respondents Amy Durias, Claire Evelyn Velez, and Janice Olaguir:[25]

Wage rate range before WO No. 8 PhP 240.26

Increase due to WO No. 8

setting the minimum wage at PhP 250 9.74

Total Salary upon effectivity of WO No. 8 PhP 250.00

Increase for 2001 (12% of 2000 salary)

PhP 30.00

Less the wage increase under WO No. 8 9.74

Total difference between the wage increase for 2001

and the increase granted under WO No. 8 PhP 20.26

Wage rate by December 2000

PhP 250.00

Plus total difference between the wage increase for 2001

and the increase granted under WO No. 8 20.26

Total (Wage rate range beginning January 1, 2001) PhP 270.26

For respondents Ma. Fe Flores and Fe Capistrano:[26]

Wage rate range before WO No. 8 PhP 245.85

Increase due to WO No. 8

setting the minimum wage at PhP 250

4.15

Total Salary upon effectivity of WO No. 8 PhP 250.00

Increase for 2001 (12% of 2000 salary)

PhP 30.00

Less the wage increase under WO No. 8 4.15

Total difference between the wage increase for 2001

and the increase granted under WO No. 8

PhP 25.85

Wage rate by December 2000

PhP 250.00

Plus total difference between the wage increase for 2001

and the increase granted under WO No. 8 25.85

Total (Wage rate range beginning January 1, 2001)

PhP 275.85

(2) With regard to the second group of employees, who attained regular employment status after the implementation of WO No. 8, namely: Nimfa Anilao, Rose Subardiaga, Valerie Carbon, Olivia Edroso, Maricris Donaire, Analyn Azarcon, Rosalie Ramirez, Julieta Rosete, Janice Nebre, Nia Andrade, Catherine Yaba, Diomedisa Erni, Mario Salmorin, Loida Comullo, Marie Ann Delos Santos, Juanita Yana, and Suzette Dulay, the proper computation of the salaries for the year 2001, in accordance with the CBA, is as follows:

Compute the increase in salary after the implementation of WO No. 8 by subtracting the minimum wage before WO No. 8 from the minimum wage per the wage order to arrive at the wage increase, thus:

Minimum Wage per Wage Order PhP 250.00

Wage rate before Wage Order 223.50

Wage Increase PhP 26.50

Upon attainment of regular employment status, the employees' salaries were increased by 25% of 10% of their basic salaries, as provided for in Sec. 2, Art. X of the CBA, thus resulting in a further increase of PhP 6.25, for a total of PhP 256.25, computed as follows:

Wage rate after WO No. 8 PhP 250.00

Regularization increase (25 % of 10% of basic salary) 6.25

Total (Salary for the end of year 2000) PhP 256.25

To compute for the increase in wage rates for the year 2001, get the increase of 12% of the employees' salaries as of December 31, 2000; then subtract from that amount, the amount increased in salaries as granted under WO No. 8 in accordance with the crediting provision of the CBA, to arrive at the increase in salaries for the year 2001 of the recently regularized employees. Add the result to their salaries as of December 31, 2000 to get the proper salary beginning January 1, 2001, thus:

Increase for 2001 (12% of 2000 salary) PhP 30.75

Less the wage increase under WO No. 8 26.50

Difference between the wage increase

for 2001 and the increase granted under WO No. 8 PhP 4.25

Wage rate after regularization increase

PhP 256.25

Plus total difference between the wage increase and

the increase granted under WO No. 8 4.25

Total (Wage rate beginning January 1, 2001) PhP 260.50

With these computations, the crediting provision of the CBA is put in effect, and the wage distortion between the first and second group of employees is cured. The first group of employees who attained regular employment status before the implementation of WO No. 8 is entitled to receive, starting January 1, 2001, a daily wage rate within the range of PhP 264.67 to PhP 275.85, depending on their wage rate before the implementation of WO No. 8. The second group that attained regular employment status after the implementation of WO No. 8 is entitled to receive a daily wage rate of PhP 260.50 starting January 1, 2001.

Diminution of benefits

TSPIC also maintains that charging the overpayments made to the 16 respondents through staggered deductions from their salaries does not constitute diminution of benefits.

We agree with TSPIC.

Diminution of benefits is the unilateral withdrawal by the employer of benefits already enjoyed by the employees. There is diminution of benefits when it is shown that: (1) the grant or benefit is founded on a policy or has ripened into a practice over a long period; (2) the practice is consistent and deliberate; (3) the practice is not due to error in the construction or application of a doubtful or difficult question of law; and (4) the diminution or discontinuance is done unilaterally by the employer.[27]

As correctly pointed out by TSPIC, the overpayment of its employees was a result of an error. This error was immediately rectified by TSPIC upon its discovery. We have ruled before that an erroneously granted benefit may be withdrawn without violating the prohibition against non-diminution of benefits. We ruled in *Globe-Mackay Cable and Radio Corp. v. NLRC*:

Absent clear administrative guidelines, Petitioner Corporation cannot be faulted for erroneous application of the law. Payment may be said to have been made by reason of a mistake in the construction or application of a "doubtful or difficult question of law". (Article 2155, in relation to Article 2154 of the Civil Code). Since it is a past error that is being corrected, no vested right may be said to have arisen nor any diminution of benefit under Article 100 of the Labor Code may be said to have resulted by virtue of the correction.[28]

Here, no vested right accrued to individual respondents when TSPIC corrected its error by crediting the salary increase for the year 2001 against the salary increase granted under WO No. 8, all in accordance with the CBA.

Hence, any amount given to the employees in excess of what they were entitled to, as computed above, may be legally deducted by TSPIC from the employees' salaries. It was also compassionate and fair that TSPIC deducted the overpayment in installments over a period of 12 months starting from the date of the initial deduction to lessen the burden on the overpaid employees. TSPIC, in turn, must refund to individual respondents any amount deducted from their salaries which was in excess of what TSPIC is legally allowed to deduct from the salaries based on the computations discussed in this Decision.

As a last word, it should be reiterated that though it is the state's responsibility to afford protection to labor, this policy should not be used as an instrument to oppress management and capital.[29] In resolving disputes between labor and capital, fairness and justice should always prevail. We ruled in *Norkis Union v. Norkis Trading* that in the resolution of labor cases, we have always been guided by the State policy enshrined in the Constitution: social justice and protection of the working class. Social justice does not, however, mandate that every dispute should be automatically decided in favor of labor. In any case, justice is to be granted to the deserving and dispensed in the light of the established facts and the applicable law and doctrine.[30]

WHEREFORE, premises considered, the September 13, 2001 Decision of the Labor Arbitrator in National Conciliation and Mediation Board Case No. JBJ-AVA-2001-07-57 and the October 22, 2003 CA Decision in CA-G.R. SP No. 68616 are hereby AFFIRMED with MODIFICATION. TSPIC is hereby ORDERED to pay respondents their salary increases in accordance with this Decision, as follows:

Name of Employee

Daily Wage Rate

No. of Working Days in a Month

No. of Months in a Year

Total Salary for 2001

Nimfa Anilao

260.5

26

12

81,276.00

Rose Subardiaga

260.5

26

12

81,276.00

Valerie Carbon

260.5

26

12

81,276.00

Olivia Edroso

260.5

26

12

81,276.00

Maricris Donaire

260.5

26

12

81,276.00

Analyn Azarcon

260.5

26

12

81,276.00

Rosalie Ramirez

260.5

26

12

81,276.00

Julieta Rosete

260.5

26

12

81,276.00

Janice Nebre

260.5

26

12

81,276.00

Nia Andrade

260.5

26

12

81,276.00

Catherine Yaba

260.5

26

12

81,276.00

Diomedisa Erni

260.5

26

12

81,276.00

Mario Salmorin

260.5

26

12

81,276.00

Loida Camullo

260.5

26

12

81,276.00

Marie Ann Delos Santos

260.5

26

12

81,276.00

Juanita Yana

260.5

26

12

81,276.00

Suzette Dulay

260.5

26

12

81,276.00

Jerico Alipit

264.67

26

12

82,577.04

Glen Batula

264.67

26

12

82,577.04

Ser John Hernandez

264.68

26

12

82,580.16

Rachel Novillas

264.68

26

12

82,580.16

Amy Durias

270.26

26

12

84,321.12

Claire Evelyn Velez

270.26

26

12

84,321.12

Janice Olaguir

270.26

26

12

84,321.12

Maria Fe Flores

275.85

26

12

86,065.20

Fe Capistrano

275.85

26

12

86,065.20

The award for attorney's fees of ten percent (10%) of the total award is MAINTAINED.

SO ORDERED.

Quisumbing, (Chairperson), Carpio, Carpio-Morales, and Tinga, JJ., concur.

[1] Also appears as Amie Durias in some parts of the records.

[2] Also appears as Deomedisa Erne in some parts of the records.

[3] Also appears as Loida Camullo in some parts of the records.

[4] Also appears as Mary Ann delos Santos in some parts of the records.

[5] Rollo, pp. 31-39-A. Penned by Associate Justice Conrado M. Vasquez, Jr., and concurred in by Associate Justices Bienvenido L. Reyes and Arsenio J. Magpale.

[6] Id. at 41-42.

[7] Id. at 118-132.

[8] Id. at 188-212.

[9] Id. at 122.

[10] “Providing an Increase in the Daily Minimum Wage in the National Capital Region, and Its Implementing Rules: Rules Implementing Wage Order No. NCR-08,” approved on October 25, 2000.

[11] Rollo, p. 32.

[12] Id. at 43.

[13] Art. 100. Prohibition against elimination or diminution of benefits. Nothing in this Book shall be construed to eliminate or in any way diminish supplements, or other employee benefits being enjoyed at the time of promulgation of this Code.

[14] Rollo, pp. 131-132.

[15] Id. at 37-38.

[16] Centro Escolar University Faculty and Allied Workers Union-Independent v. Court of Appeals, G.R. No. 165486, May 31, 2006, 490 SCRA 61, 72.

[17] G.R. No. 145561, June 15, 2005, 460 SCRA 187, 190-191.

[18] CIVIL CODE, Art. 1370.

[19] See RULES OF COURT, Rule 130, Sec. 11.

[20] Marcopper Mining Corporation v. NLRC, G.R. No. 103525, March 29, 1996, 255 SCRA 322, 333; citing Davao Integrated Port Stevedoring Services v. Abarquez, G.R. No. 102132, March 19, 1993, 220 SCRA 197.

[21] CIVIL CODE, Art. 1374; RULES OF COURT, Rule 130, Sec. 11.

[22] See RULES OF COURT, Rule 130, Sec. 12.

[23] Rollo, p. 537. It appears from the records that they attained regular employment status on July 31, 2000 with a basic wage rate of PhP 234.67.

[24] Id. It appears from the records that they attained regular employment status on August 21, 2000 with a basic wage rate of PhP 234.68.

[25] Id. It appears from the records that respondents Amy Durias and Claire Evelyn Velez attained regular employment status on April 11, 2000, while Janice Olaguir on April 18, 2000, all with a basic wage rate of PhP 240.26.

[26] Id. It appears from the records that respondent Maria Fe Flores attained regular employment status on February 22, 2000, while Fe Capistrano on March 22, 2000, both with a basic wage rate of PhP 245.85.

[27] C.A. Azucena, THE LABOR CODE WITH COMMENTS AND CASES 222 (2004).

[28] No. L-74156, June 29, 1988, 163 SCRA 71, 78.

[29] Agabon v. NLRC, G.R. No. 158693, November 17, 2004, 442 SCRA 573, 614.

[30] G.R. No. 157098, June 30, 2005, 462 SCRA 485, 497.

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