

BPI EMPLOYEES UNION – METRO MANILA AND ZENAIDA UY, PETITIONERS, VS. BANK OF THE PHILIPPINE ISLANDS, RESPONDENT.

G.R. No. 178699. September 21, 2011

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

The base figure in computing the award of back wages to an illegally dismissed employee is the employee's basic salary plus regular allowances and benefits received at the time of dismissal, unqualified by any wage and benefit increases granted in the interim.[1]

By these consolidated Petitions for Review on Certiorari,[2] the Bank of the Philippine Islands (BPI), BPI Employees Union-Metro Manila (the Union) and Zenaida Uy (Uy) seek modification of the Court of Appeals' (CA) Amended Decision[3] dated July 4, 2007 in CA-G.R. SP No. 92631. Said Amended Decision computed Uy's back wages and other monetary awards pursuant to the final and executory Decision[4] dated March 31, 2005 of this Court in G.R. No. 137863 based on her salary rate at the time of her dismissal and disregarded the salary increases granted in the interim as well as other benefits which were not proven to have been granted at the time of Uy's dismissal from the service.

Factual Antecedents

On December 14, 1995, Uy's services as a bank teller in BPI's Escolta Branch was terminated on grounds of gross disrespect/discourtesy towards an officer, insubordination and absence without leave. Uy, together with the Union, thus filed a case for illegal dismissal.

On December 31, 1997, the Voluntary Arbitrator[5] rendered a Decision[6] finding Uy's dismissal as illegal and ordering BPI to immediately reinstate Uy and to pay her full back wages, including all her other benefits under the Collective Bargaining Agreement (CBA) and attorney's fees.[7]

On October 28, 1998, the CA affirmed with modification the Decision of the Voluntary Arbitrator. Instead of reinstatement, the CA ordered BPI to pay Uy her separation pay. Further, instead of full back wages, the CA fixed Uy's back wages to three years.[8]

The case eventually reached this Court when both parties separately filed petitions for review on certiorari. While BPI's petition which was docketed as G.R. No. 137856 was denied for failure to comply with the requirements of a valid certification of non-forum shopping,[9] Uy's and the Union's petition which was docketed as G.R. No. 137863 was given due course.

On March 31, 2005, the Court rendered its Decision[10] in G.R. No. 137863, the dispositive portion of which reads:

WHEREFORE, the instant petition is GRANTED. The assailed 28 October 1998 Decision and 8 March 1999 Resolution of the Court of Appeals are hereby MODIFIED as follows: 1) respondent BPI is DIRECTED to pay petitioner Uy backwages from the time of her illegal dismissal until her actual reinstatement; and 2) respondent

BPI is ORDERED to reinstate petitioner Uy to her former position, or to a substantially equivalent one, without loss of seniority right and other benefits attendant to the position.

SO ORDERED.[11]

Ruling of the Voluntary Arbitrator

After the Decision in G.R. No. 137863 became final and executory, Uy and the Union filed with the Office of the Voluntary Arbitrator a Motion for the Issuance of a Writ of Execution.[12]

In Uy's computation, she based the amount of her back wages on the current wage level and included all the increases in wages and benefits under the CBA that were granted during the entire period of her illegal dismissal. These include the following: Cost of Living Allowance (COLA), Financial Assistance, Quarterly Bonus, CBA Signing Bonus, Uniform Allowance, Medicine Allowance, Dental Care, Medical and Doctor's Allowance, Teller's Functional Allowance, Vacation Leave, Sick Leave, Holiday Pay, Anniversary Bonus, Burial Assistance and Omega watch.[13]

BPI disputed Uy's/Union's computation arguing that it contains items which are not included in the term "back wages" and that no proof was presented to show that Uy was receiving all the listed items therein before her termination. It claimed that the basis for the computation of back wages should be the employee's wage rate at the time of dismissal.[14]

In an Order dated December 6, 2005,[15] the Voluntary Arbitrator agreed with Uy's/Union's contention that full back wages should include all wage and benefit increases, including new benefits granted during the period of dismissal. The Voluntary Arbitrator opined that this Court's March 31, 2005 Decision in G.R. No. 137863 reinstated his December 31, 1997 Decision which ordered the payment of full back wages computed from the time of dismissal until actual reinstatement including all benefits under the CBA. Nonetheless, the Voluntary Arbitrator excluded the claims for uniform allowance, anniversary bonus and Omega watch for want of basis for their grant.

The Voluntary Arbitrator thus granted the motion for issuance of writ of execution and computed Uy's back wages in the total amount of P3,897,197.89 as follows:

Basic Monthly Salary (BMS)	P 2,062, 087.50
Cost of Living Allowance.....	56, 100.00
Financial Assistance.....	39,000.00
Total Quarterly Bonuses	693, 820.00
CBA Signing Bonus.....	32, 500.00
Medicine Allowance.....	58, 400.00
Dental Care	14, 120.00
Medical and Doctor's Allowance.....	58, 400.00
Teller's Functional Allowance.....	25, 500.00
Vacation Leave.....	187, 085.50
Sick Leave.....	187, 085.50
Holiday Pay.....	128, 808.65
Attorney's Fee.....	354, 290.72
Grand Total.....	P 3,897,197.89[16]

A Writ of Execution[17] and a Notice of Garnishment[18] were subsequently issued.

Ruling of the Court of Appeals

Imputing grave abuse of discretion on the part of the Voluntary Arbitrator, BPI filed with the CA a Petition for Certiorari with urgent Motion for the Issuance of a Temporary Restraining Order (TRO) and/or Writ of Preliminary Injunction.[19] BPI alleged that the Voluntary Arbitrator's erroneous computation of back wages amended and varied the terms of the March 31, 2005 final and executory Decision in G.R. No. 137863.

Specifically, it averred that the Voluntary Arbitrator erred in computing back wages based on the current rate and in including the wage increases or benefits given in the interim as well as attorney's fees. BPI further argued that there was no basis for the award of teller's functional allowance, cash conversion of vacation and sick leaves and dental care allowance.

In their Comment,[20] Uy and the Union alleged that BPI's remedy is not a certiorari petition under Rule 65 of the Rules of Court but an appeal from judgments, final orders and resolutions of voluntary arbitrators under Rule 43 of the Rules of Court. They also contended that BPI's petition is wanting in substance.

Meanwhile, the CA issued a TRO[21] restraining the implementation of the December 6, 2005 Order of the Voluntary Arbitrator and the corresponding Writ of Execution issued on December 12, 2005. Upon receipt of the TRO, Uy and the Union filed an Urgent Motion for Clarification[22] on whether the TRO encompasses even the implementation of the reinstatement aspect of the March 31, 2005 Decision of this Court in G.R. No. 137863.

The CA initially rendered a Decision[23] on May 24, 2006. In said Decision, the CA held that BPI's resort to certiorari was proper and that the award of CBA benefits and attorney's fees has legal basis. The CA however found that the Voluntary Arbitrator erroneously computed Uy's back wages based on the current rate. The CA also deleted the award of dental allowance since it was granted in 2002 or more than six years after Uy's dismissal.

Both parties thereafter filed their respective motions for reconsideration. Consequently, on July 4, 2007, the CA issued the herein assailed Amended Decision.

In its Amended Decision, the CA upheld the propriety of BPI's resort to certiorari. It also ruled that this Court's March 31, 2005 Decision in G.R. No. 137863 did not reinstate the December 31, 1997 Decision of the Voluntary Arbitrator awarding full back wages including CBA benefits. The CA ruled that the computation of Uy's full back wages, as defined under Republic Act No. 6715, should be based on the basic salary at the time of her dismissal plus the regular allowances that she had been receiving likewise at the time of her dismissal. It held that any increase in the basic salary occurring after Uy's dismissal as well as all benefits given after said dismissal should not be awarded to her in consonance with settled jurisprudence on the matter. Accordingly, the CA pronounced that Uy's basic salary, which amounted to P10,895.00 at the time of her dismissal on December 14, 1995, is to be used as the base figure in computing her back wages, exclusive of any increases and/or modifications. As Uy's entitlement to COLA, quarterly bonus and financial assistance are not disputed, the CA retained their award provided that, again, the base figure for the computation of these benefits should be the rate then prevailing at the time of Uy's dismissal.

The CA deleted the award of CBA signing bonus, medicine allowance, medical and doctor's allowance and dental care allowance for lack of sufficient proof that these benefits were already being received and enjoyed by Uy at the time of her dismissal. However, it held that the teller's functional allowance should rightfully be given to Uy as a regular bank teller as well as the holiday pay and monetary equivalent of vacation and sick leave benefits. As for the attorney's fees, the CA ruled that Uy's right over the same has already been resolved and has attained finality when it was neither assailed nor raised as an issue after the Voluntary Arbitrator awarded it in favor of Uy.

Finally, the CA likewise ruled that Uy's reinstatement was effectively restrained by the TRO issued by it. Pertinent portions of the CA's Amended Decision read:

All told, We find Petitioner's Motion for Reconsideration to be partly meritorious and so hold that Private Respondent Uy is entitled to the following sums to be included in the computation:

- Basic Monthly Salary, COLA and Quarterly Bonus, with P10,895.00 as the base figure, computed from the time of her dismissal up to her actual reinstatement;
- Teller's Functional Allowance, based on the rate at the time of her dismissal;
- Monetary Equivalent of Vacation and Sick Leaves, and Holiday Pay, based on the rate at the time of her dismissal;
- Attorney's Fees, which is 10% of the total amount of the award.

Anent the Private Respondent's Urgent Motion for Clarification, Private Respondent asked whether the TRO issued by this Court on January 3, 2006 restrained the reinstatement of Private Respondent Uy.

We answer in the affirmative.

The wordings of the Resolution ordering the issuance of a temporary restraining order are clear. The TRO was issued to restrain the implementation and/or enforcement of the Public Respondent's Order dated December 6, 200[5] and the Writ of Execution, dated December 12, 200[5]. Considering that said Order and the ensuing Writ are for the reinstatement of Private Respondent Uy, hence, the TRO, indeed, effectively restrained Uy's reinstatement.

WHEREFORE, Private Respondents' Motion for Partial Reconsideration is DENIED and Petitioner's Motion for Partial Reconsideration is GRANTED IN PART. The Decision of this Court promulgated on May 24, 2006 is hereby amended, and the Public Respondent Voluntary Arbitrator is ordered to recompute the amount of backwages due to Private Respondent Uy consistent with the foregoing ruling.

SO ORDERED.[24]

From the foregoing Amended Decision, both parties separately filed petitions before this Court. Uy's and the Union's petition is docketed as G.R. No 178699, and that of BPI is docketed as G.R. No. 178735. The Court resolved to consolidate both petitions in a Resolution dated September 3, 2007.[25]

Issues

G.R. No. 178699

Uy and the Union argue that the CA effectively amended the final Decision in G.R. No. 137863. They allege that the issues raised in G.R. No. 137863 were confined only to the propriety of the CA's award of back wages for a fixed period of three years as well as the order for the payment of separation pay in lieu of reinstatement. Hence, the Voluntary Arbitrator's award of CBA benefits as components of Uy's back wages and the attorney's fees, which were not raised as issues in G.R. No. 137863, should no longer be disturbed.

Uy and the Union likewise assail the CA's order restraining Uy's reinstatement despite the finality of this Court's Decision ordering such reinstatement. They also fault the CA in not dismissing BPI's petition for being an improper mode of appeal. Finally, Uy and the Union assert that a twelve percent (12%) interest per annum should be imposed on the total amount due to Uy, computed from the finality of the Decision of this Court in G.R. No. 137863 until full compliance thereof by BPI.

G.R. No. 178735

On the other hand, BPI alleges that Uy's/Union's petition should be dismissed for lack of proof of service of the petition on the lower court concerned as required by the Rules of Court. BPI also argues that the CA erred in including the teller's functional allowance and the vacation and sick leave cash equivalent in the computation of Uy's backwages. Also, BPI questions the propriety of the award of attorney's fees.

Our Ruling

The March 31, 2005 Decision of this Court in G.R. No. 137863 did not reinstate the December 31, 1997 Decision of the Voluntary Arbitrator which ordered the payment of full back wages including all benefits under the CBA.

We agree with the CA's finding that the March 31, 2005 Decision of this Court in G.R. No. 137863 did not in anyway reinstate the Voluntary Arbitrator's December 31, 1997 Decision regarding the award of CBA benefits.

To recall, after Uy and the Union filed the case for illegal dismissal, the Voluntary Arbitrator rendered his Decision[26] on December 31, 1997, the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby rendered declaring the dismissal of complainant Zenaida Uy as illegal and ordering the respondent Bank of the Philippine Islands to immediately reinstate her to her position as bank teller of the Escolta Branch without loss of seniority rights and with full backwages computed from the time she was dismissed on December 14, 1995 until she is actually reinstated in the service, and including all her other benefits which are benefits under their Collective Bargaining Agreement (CBA).

For reasonable attorney's fees, respondent is also ordered to pay complainant the equivalent of 10% of the recoverable award in this case.

SO ORDERED.[27]

On appeal, the CA, in its October 28, 1998 Decision,[28] affirmed with modification the Decision of the Voluntary Arbitrator. Instead of full back wages, the CA limited the award to three years. Also, in lieu of reinstatement, the CA ordered BPI to pay separation pay, thus:

WHEREFORE, the judgment appealed from is AFFIRMED with the MODIFICATION that instead of reinstatement, the petitioner Bank of the Philippine Islands is DIRECTED to pay Uy back salaries not exceeding three (3) years and separation pay of one month for every year of service. The said judgment is AFFIRMED in all other respects.

SO ORDERED.[29]

As already discussed, both parties appealed to this Court. However, BPI's petition was dismissed outright for failure to comply with the requirements for a valid certification of non- forum shopping. Uy's and the Union's petition docketed as G.R. No. 137863, on the other hand, was given due course. On March 31, 2005, the Court rendered its Decision disposing thus:

WHEREFORE, the instant petition is GRANTED. The assailed 28 October 1998 Decision and 8 March 1999 Resolution of the Court of Appeals are hereby MODIFIED as follows: 1) respondent BPI is DIRECTED to pay petitioner Uy backwages from the time of her illegal dismissal until her actual reinstatement; and 2) respondent BPI is ORDERED to reinstate petitioner Uy to her former position, or to a substantially equivalent one, without loss of seniority right and other benefits attendant to the position.

SO ORDERED.[30]

From the foregoing, it is clear that Uy's and the Union's contention that the March 31, 2005 Decision of this Court in G.R. No. 137863 in effect reinstated the December 31, 1997 Decision of the Voluntary Arbitrator awarding full back wages including the CBA benefits, is without basis. What is clear is that the March 31, 2005 Decision modified the October 28, 1998 Decision of the CA by awarding full back wages instead of limiting the award to a period of three years. This interpretation is further bolstered by the Court's discussion in the main body of March 31, 2005 Decision as to the meaning of "full back wages" in view of the passage of Republic Act No. 6715[31] on March 21, 1989 which amended Article 279 of the Labor Code, as follows:

ART. 279. Security of Tenure. - In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by the Title. An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement. (Italics supplied)

Jurisprudence dictates that such award of back wages is without qualifications and deductions,[32] that is, "unqualified by any wage increases or other benefits that may have been received by co-workers who were not dismissed." [33] It is likewise settled that the base figure to be used in the computation of back wages is pegged at the wage rate at the time of the employee's dismissal unqualified by deductions, increases and/or modifications.[34]

We thus fully agree with the observation of the CA in its Amended Decision that the back wages as discussed in the March 31, 2005 Decision in G.R. No. 137863 did not include salary increases and CBA benefits, viz:

There is no ambiguity or omission in the dispositive portion of the SC decision but Public Respondent erroneously concluded that said SC decision effectively reinstated Public Respondent's December 31, 1997 Decision. There is a need to read the findings and conclusions reached by the Supreme Court in the subject decision to understand what was finally adjudicated.

In the dispositive portion of Its Decision of March 31, 2005, the Supreme Court expressly awarded Uy full backwages from the time of her dismissal up to the time of her actual reinstatement. The full backwages, as referred to in the body of the decision pertains to "backwages" as defined in Republic Act No. 6715. Under said law, and as provided in numerous jurisprudence, "full backwages" means backwages without any deduction or qualification, including benefits or their monetary equivalent the employee is enjoying at the time of his dismissal.

Clearly, it is the intention of the Supreme Court to grant unto Private Respondent Uy full backwages as defined under RA 6715. Consequently, any benefit or allowance over and above that allowed and provided by said law is deemed excluded under said SC Decision. The CBA benefits awarded by Public Respondent is not within the benefits under RA 6715. Said benefits are not to be included in the backwages. x x x[35]

The CA correctly deleted the award of CBA benefits.

Thus, we find that the CA properly disregarded the salary increases and correctly computed Uy's back wages based on the salary rate at the time of Uy's dismissal plus the regular allowances that she had been receiving likewise at the time of her dismissal.[36] The CA also correctly deleted the signing bonus, medicine allowance, medical and doctor's allowance and dental care allowance, as they were all not proven to have been granted to Uy at the time of her dismissal from service.

The award of attorney's fees is proper.

We likewise affirm the CA's award of attorney's fees. The issue on its grant has already been threshed out and settled with finality when the parties failed to question it on appeal. As aptly held by the CA in its Amended Decision:

Based on the evidence, We find Uy to be entitled to Attorney's fees. True, the SC Decision did not include the award of attorney's fees; however, after the Public Respondent awarded said attorney's fees in favor of Private Respondent Uy, said award was neither assailed nor raised as an issue before the Court of Appeals and the Supreme Court. Hence, the March 31, 2005 Decision of the Supreme Court and the Court of Appeals' Decision as modified no longer mention said award.

Consequently, as the right of Uy to attorney's fees has already been resolved and had attained finality, Petitioner cannot now question its inclusion to the computation of awards given to Private Respondent Uy during the execution proceedings.[37]

The issue concerning the CA's temporary restraining order which covered the reinstatement aspect of this Court's final decision has been rendered moot by Uy's subsequent reinstatement in BPI's payroll on August 1, 2006.

While we agree with Uy's/Union's postulation that it was improper for the CA to restrain the implementation of the reinstatement aspect of this Court's final and executory Decision considering that BPI's appeal with the CA only questioned the propriety of the Voluntary Arbitrator's computation of back wages, suffice it to say that this particular issue has already been rendered moot by Uy's reinstatement. As manifested by BPI in its Comment,[38] Uy, with her acquiescence, was reinstated in BPI's payroll on August 1, 2006. Notably, this fact was not at all disputed or denied by Uy in any of her pleadings.

BPI's resort to certiorari under Rule 65 of the Rules of Court is proper.

Section 1, Rule 41 of the Rules of Court explicitly provides that no appeal may be taken from an order of execution, the remedy of an aggrieved party being an appropriate special civil action under Rule 65 of the Rules of Court. Thus, BPI correctly availed of the remedy of certiorari under Rule 65 of the Rules of Court when it assailed the December 6, 2005 order of execution of the Voluntary Arbitrator.

A legal interest at 12% per annum should be imposed upon the monetary awards granted in favor of Uy commencing from the finality of this Court's March 31, 2005 Decision until full satisfaction thereof.

Pursuant to our ruling in *Eastern Shipping Lines, Inc. v. Court of Appeals*,[39] the legal interest of 12% per annum shall be imposed upon the monetary award granted in favor of Uy, from the time this Court's March 31, 2005 Decision became final and executory until full satisfaction thereof, for the delay caused. This natural consequence of a final judgment is not defeated notwithstanding the fact that the parties were at variance in the computation of what is due to Uy under the judgment.[40]

The CA was properly served with a copy of Uy's/Union's petition in compliance with the Rules of Court.

BPI's allegation that Uy's/Union's petition in G.R. No. 178699 should be dismissed outright for failure to furnish the lower court concerned of their petition is without basis. Records disclose that Uy's/Union's petition was accompanied with an affidavit of service with the corresponding registry receipt[41] showing that the CA was

duly provided with a copy of the petition.

Uy is entitled to teller's functional allowance but not to vacation and sick leave cash conversion.

BPI contends that at the time of Uy's dismissal, she was no longer functioning as a teller but as a low-counter staff and as such, Uy is not anymore entitled to the teller's functional allowance pursuant to company policy. Furthermore, BPI argues that Uy is neither entitled to the monetary conversion of vacation and sick leaves for failure to prove that she is entitled to these benefits at the time of her dismissal.

We rule that Uy is entitled to the teller's functional allowance since Uy's function as a teller at the time of her dismissal was factually established and was never impugned by the parties during the proceedings held in the main case. Besides, BPI did not present any evidence to substantiate its allegation that Uy was assigned as a low-counter staff at the time of her dismissal. It is a hornbook rule that he who alleges must prove.[42] Neither was there any proof on record which could support this bare allegation.

As to the vacation and sick leave cash conversion benefit, we disagree with the CA's pronouncement that entitlement to the same should not be necessarily proved. It is to be noted that this privilege is not statutory or mandatory in character but only voluntarily granted.[43] As such, the existence of this benefit as well as the employee's entitlement thereto cannot be presumed but should be proved by the employee.[44] The records, however, failed to prove that Uy was receiving this benefit at the time of her dismissal on December 14, 1995. The CBA covering the period April 1, 2001 to March 31, 2006, which was presented by the parties does not at all prove that vacation and sick leave credits, as well as the privilege of converting the same into cash, were granted before the CBA's effectivity in 2001. We thus hold that Uy failed to prove that she is entitled to such benefit as a matter of right.

WHEREFORE, the petitions in G.R. Nos. 178699 and 178735 are both PARTIALLY GRANTED. The Amended Decision dated July 4, 2007 of the Court of Appeals in CA-G.R. SP No. 92631 is hereby AFFIRMED with MODIFICATIONS. The back wages of Zenaida Uy should be computed as follows:

- Basic Monthly Salary, Cost of Living Allowance, Financial Assistance and Quarterly Bonus, with P10,895.00 as the base figure which is her salary rate at the time of her dismissal, computed from the time of her dismissal on December 14, 1995 up to her reinstatement on August 1, 2006;
- Teller's Functional Allowance, based on the rate at the time of her dismissal;
- Holiday Pay, based on the rate at the time of her dismissal;
- Attorney's Fees, which is 10% of the total amount of the award; and
- Interest at 12% per annum on the total amount of the awards commencing from the finality of the Decision in G.R. No. 137863 until full payment thereof.
- The award for the monetary conversion of vacation and sick leave is deleted.

The Voluntary Arbitrator is hereby ORDERED TO RECOMPUTE the amounts due to Zenaida Uy in accordance with the above disposition.

SO ORDERED.

Corona, C.J., (Chairperson), Leonardo-De Castro, Bersamin, and Perez,[*] JJ., concur.

[*]In lieu of Associate Justice Martin S. Villarama, Jr., per Special Order No. 1080 dated September 13, 2011.

[1] Villaruel v. Atty. Grapilon, A.C. No. 4826, October 17, 2000. Minute Resolution.

[2] Rollo (G.R. No. 178699), pp. 8-30; (G.R. No. 178735), pp. 8-30.

[3] Rollo (G.R. No. 178699), pp. 50-78; penned by Associate Justice Noel G. Tijam and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Vicente Q. Roxas.

[4] Id. at 142-160; penned by Associate Justice Minita V. Chico-Nazario and concurred in by Associate Justices Reynato S. Puno (later to become Chief Justice), Ma. Alicia Austria-Martinez, Romeo J. Callejo, Sr. and Dante O. Tinga.

[5] Samuel D. Entuna.

[6] Rollo (G.R. No. 178699), pp. 128-134.

[7] Id. at 133.

[8] Id. at 135-141; penned by Associate Justice Delilah Vidallon-Magtolis and concurred in by Associate Justices Artemon D. Luna and Rodrigo V. Cosico.

[9] See page 8 of the Court's March 31, 2005 Decision in G.R. No. 137863, id. at 149.

[10] Supra note 4.

[11] Rollo (G.R. No. 178699), pp. 158-159.

[12] CA rollo, pp. 61-70.

[13] Id. at 70.

[14] Id. at 71-77.

[15] Rollo (G.R. No. 178699), pp. 161-173.

[16] Id. at 170-173.

[17] Dated December 12, 2005; CA rollo, pp. 92-96.

[18] Id. at 91.

[19] Id. at 2-26.

[20] Id. at 160-171.

[21] Id. at 127-128.

[22] Id. at 175-178.

[23] Rollo (G.R. No. 178699), pp. 32-48; penned by Associate Justice Godardo A. Jacinto and concurred in by Associate Justices Joel G. Tijam and Vicente Q. Roxas.

[24] Id. at 76-78.

[25] Rollo (G.R. No. 178735), pp. 235-236.

[26] Supra note 6.

[27] Rollo (G.R. No. 178699), p. 133.

[28] Id. at 135-141.

[29] Id. at 141.

[30] Id. at 158-159.

An Act to extend Protection to Labor, Strengthen the Constitutional Rights of Workers to Self-Organization, Collective Bargaining and Peaceful Concerted Activities, Foster Industrial Peace and Harmony, Promote the preferential use of Voluntary Modes of settling Labor disputes, and Reorganize the National Labor Relations Commission, amending for these purposes certain provisions of Presidential Decree No. 442, as amended, otherwise known as the Labor Code of the Philippines, appropriating funds therefor and for other purposes; took effect on March 21, 1989.

[32] General Baptist Bible College v. National Labor Relations Commission, G.R. No. 85534, March 5, 1993, 219 SCRA 549, 559-560.

[33] Evangelista v. National Labor Relations Commission, 319 Phil. 299, 301 (1995), citing Paramount Vinyl Products Corp. v. National Labor Relations Commission, G.R. No. 81200, October 17, 1990, 190 SCRA 525, 537.

[34] Villaruel v. Atty. Grapilon, *supra* note 1.

[35] Rollo (G.R. No. 178699), p. 67.

[36] Palmeria, Sr. v. National Labor Relations Commission, 317 Phil. 67, 76 (1995); Espejo v. National Labor Relations Commission, 325 Phil. 753, 760 (1996); Masagana Concrete Products v. National Labor Relations Commission, 372 Phil. 459, 481 (1999); Equitable Banking Corporation v. Sadac, G.R. No. 164772, June 8, 2006, 490 SCRA 380, 409.

[37] Rollo (G.R. No. 178699), p. 76.

[38] Id. at 104-127.

[39] G.R. No. 97412, July 12, 1994, 234 SCRA 78.

[40] Equitable Banking Corporation v. Sadac, G.R. No. 164772, June 8, 2006, 490 SCRA 380,420.

[41] Rollo (G.R. No. 178699), p. 30.

[42] Morales v. Skills International Company, G.R. No. 149285, August 30, 2006, 500 SCRA 186, 197.

[43] Everyone's Labor Code, C.A. Azucena, Jr., fifth ed. (2007), p. 75.

[44] Kwok v. Phil. Carpet Manufacturing Corporation, 497 Phil. 8, 17 (2005).

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