

QUINTIN V. BELTRAN, PETITIONER, VS. AMA COMPUTER COLLEGE-BIÑAN/AMA EDUCATION SYSTEM, CHERYL ROJAS, EVANGELINE BONDOC, AND AMABLE R. AGUILUZ V, RESPONDENTS.

G.R. No. 223795. April 03, 2019

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-223795/>

CAGUIOA, J:

The instant Petition for Review on Certiorari[1] filed by Quintin V. Beltran (petitioner) against AMA Computer College - Biñan/AMA Education System (AMA), Cheryl Rojas, Evangeline Bondoc, and Amable R. Aguiluz V (collectively, respondents), under Rule 45 of the Rules of Court seeks the reversal of the Court of Appeals (C A) Decision[2] dated August 20, 2015 and Resolution[3] dated March 7, 2016, in CA-G.R. SP No. 135339 which affirmed the Decision[4] and Resolution[5] of the National Labor Relations Commission (NLRC) in NLRC-LAC No. 02-000712-13.

Facts

The facts, as summarized in the CA Decision, are as follows:

x x x Quintin V. Beltran ("Petitioner") was the School Administrator/Chief Operations Officer (COO) of Private Respondent AMA Computer College in Biñan, Laguna (["AMA-Biñan"]) which is part of Private Respondent AMA Education System, now AMA University ("AMA"). Private Respondent Amabel R. Aguiluz V is the Chairman of AMA Education System. Private respondent Cheryl Rojas is the School Director/COO of [AMA-Biñan] while Private [Respondent] Evangeline Bondoc is the Payroll Manager.

Petitioner started as Mathematics and CAD Instructor at AMA Education System's Quezon City Campus in June 1990. On June 15, 1998, Petitioner was promoted as School Registrar. He served as such until April 1999. While serving as School Registrar, he was promoted as School Administrator/COO of [AMA-Biñan] in January 1999. x x x

Petitioner alleged that sometime in 2008, he applied for an early retirement pursuant to a long-standing policy of AMA Education System in granting early retirement benefits to its employees. Said application for early retirement was formalized after Mr. Patrick Azanza ("Mr. Azanza") Senior Vice President of AMA Education System told him to prepare the request for early retirement, which in turn, shall be forwarded to the Chairman by Mr. Azanza. While the said application for early retirement was being processed, Mr. Azanza requested Petitioner to continue his employment until after the enrollment at [AMA-Biñan] was already finished and to further continue all the marketing and promotion programs being done among feeder schools in the [Biñan] area so as not to compromise the number of enrollees in the said school. In the course thereof, Petitioner made inquiries regarding the status of his application for early retirement. He was later informed by Mr. Azanza and the then Area Director in [Biñan], Mr. Henry Cabrera that his application was approved, and the payment of his benefits was already being processed.

Nonetheless, since Petitioner was compelled to leave immediately for the USA, lest being sanctioned with the penalty of cancellation of his visa as a permanent resident, he left for Honolulu, Hawaii on 3 June 2008.

On 3 September 2010, while on vacation, Petitioner filed a Complaint for payment of retirement

benefits/separation pay and other monetary claims.

Private Respondents, on the other hand, admitted Petitioner's employment with AMA. They alleged that on 15 June 1998, [Petitioner] was promoted to the position of Registrar and became the School Director in May 1999. Sometime in 2008, Petitioner filed a request for early retirement manifesting his desire to reside abroad with his family. His request was however disapproved. Before the denial could be communicated to him, Petitioner had already left the country. Petitioner failed to submit his resignation letter and to follow the standard company policy on proper turn over of work and accomplishment of clearance. Private respondents further contended that they were willing and ready to release to Petitioner his last salary/incentive/allowance/recurring income and 13[th] month pay in the total amount of PhP 28,046.34. According to Private Respondents, the PhP 21,223.02 deduction from his pay pertained to the unliquidated budget received by Petitioner on 17 April 2008 for the graduation and baccalaureate mass.

Petitioner replied that contrary to Private Respondents' allegations, he underwent exit interview, clearance procedures, and turn over of work accountabilities. Petitioner also claimed that his basic monthly salary was PhP 51,310.00 and not PhP 25,000.00. There was also no evidence that he received the unliquidated budget for the 2008 graduation. While there was no written retirement plan, AMA has a long-standing practice of granting early retirement, separation pay, or cash gift or benefit to those who have not reached the compulsory retirement age or mandatory twenty (20) years of service.

x x x x

On 28 November 2012, the Labor Arbiter rendered a Decision dismissing the Complaint filed by Petitioner. The Labor Arbiter ruled that Petitioner failed to prove that AMA has an existing corporate policy of granting early retirement benefits to employees less than sixty (60) years old and less than twenty (20) years in service. Petitioner also failed to prove his entitlement to other monetary claims except for his unpaid salary which AMA did not refute. The dispositive portion of the Labor Arbiter's Decision states:
WHEREFORE, the above-docketed complaint is DISMISSED for lack of merit. Respondent AMA Computer College - [Biñan] is, however, directed to release to complainant his unpaid salary and 13[th] month pay in the net amount of P 28,046.34.

x x x x

On 10 April 2013, the [NLRC] rendered the assailed Decision partly granting Petitioner's Appeal with respect to the amount of his unpaid salary and 13[th] month pay. According to [the NLRC] the amount deducted from Petitioner's last pay and 13[th] month pay should not be allowed as he was cleared by the accounting department of all liabilities as shown in the accountability clearance and accountability clearance form. However, Petitioner's claim for retirement pay on the basis of the alleged policy of AMA granting early retirement pay was denied by [the NLRC] as he failed to prove the existence of the same. The decretal portion of the assailed Decision reads:

WHEREFORE, premises considered, appellant's appeal is PARTLY GRANTED. The decision dated 28 November 2012 is hereby MODIFIED. Appellee AMA Computer College and AMA Education System are directed to pay appellant his unpaid salary and 13[th] month pay in the amount of P 49,268.60.

x x x x

Petitioner filed a Motion for Reconsideration of the assailed Decision. However, said Motion was denied x x x.[6]

In his Motion for Reconsideration[7] (MR) before the NLRC, petitioner attached two affidavits:[8] one of Salvacion Miranda Catolico (Catolico), and another of Elsa Tan-Creencia (Creencia), former employees of AMA, who attested that they had availed themselves of and had been granted the early retirement program of the school in 2004 and 2005, respectively. The affidavits further stated that the program, which offered a package of one month pay for every year of service, was granted to employees who had rendered at least 10 years of service. As

regards the new evidence submitted by petitioner, the NLRC Resolution held:

The proof that two employees had been allowed to retire early does not exactly establish a "policy", one which can be enforced even in the absence of a CBA or statutory provision. Mere assumptions that their early retirements were granted pursuant to a "policy" do not suffice.

And besides practice, by itself, does not dictate policy.

As it is, the affidavits presented by complainant do not substantially support the claim that a company policy on early retirement indeed exists. If at all, the statements forwarded in the affidavits only show that said former employees were allowed to retire early as an act of random beneficence on the part of the company, nothing more.[9]

The CA Decision

Aggrieved, petitioner elevated the case to the CA via petition for certiorari under Rule 65. The CA affirmed the findings of the NLRC and LA with modification as the CA awarded attorney's fees of P 4,926.86.

The CA held that under Article 300[10] of the Labor Code, in the absence of any applicable agreement, an employee must retire when he is: (1) at least 60 years old, and (2) served at least five years in the company to entitle him to the retirement benefit of at least one-half month salary for every year of service. In the instant case, it was established that there exists no written retirement plan, collective bargaining agreement, or any other equivalent contract between AMA and its employees which set out the terms and conditions for the retirement of its employees who have not reached the optional or compulsory retirement age. It was also not proven that AMA had a long-standing policy of giving early retirement packages to its employees. Petitioner failed to show that the grant of early retirement package to AMA employees was practiced over a long period of time, consistently, and deliberately. The CA held that the grant of early retirement package to Catolico and Creencia in 2004 and 2005, assuming the same to be true, cannot amount to a company practice as the same were isolated cases only.

Thus, the CA ruled, in the absence of any applicable contract or any evolved company policy, that petitioner should have met the age and tenure requirements set forth under Article 302[11] of the Labor Code to be entitled to retirement benefits. At the time of petitioner's application for retirement, he fell short of the age requirement as he was only 47 years old.

Petitioner's prayer for separation pay was also denied by the CA as petitioner's employment was not terminated due to illegal dismissal. The CA also denied petitioner's prayer for moral and exemplary damages. However, the CA awarded attorney's fees as he was compelled to litigate to protect his rights. Petitioner filed an MR of the CA Decision but the same was denied in its Resolution dated March 7, 2016.

The Petition

Unyielding, petitioner filed the instant petition praying that the Court overturn the rulings of the CA and labor tribunals. Petitioner maintains that while AMA does not have a written retirement program, it had been the long-standing company policy to grant early retirement benefits to its employees even if they had not reached retirement age or rendered 20 years of service. In his 18 years of service when he rose from the ranks until he was appointed as School Director of AMA-Biñan, petitioner had personal knowledge of his subordinates, such as faculty members and non-teaching staff, who were granted early retirement benefits.

Petitioner stresses that the delayed submission of the affidavits of Catolico and Creencia were due to the difficulties in contacting and coordinating with them as he was already based abroad at the time of filing of the case. Furthermore, other employees who had previously received the early retirement package had reservations about executing supporting affidavits for fear of backlash from AMA. Petitioner asserts that AMA did not even

submit any controverting evidence against the affidavits of Catolico and Creencia.

Thus, petitioner prays for the following: (1) early retirement pay equivalent to one month salary for every year of service; (2) last two payroll salaries plus interest; (3) 13th month pay plus interest; (4) sick leave conversion plus interest; (5) Hong Kong incentive trip or its monetary equivalent; (6) moral damages of P100,000.00 (7) exemplary damages of P100,000.00; (8) attorney's fees and cost of litigation of P100,000.00.

In his Reply,[12] petitioner adds that respondents did not submit any document or communication to petitioner showing the disapproval of his claim for early retirement.

Respondents' Comment

Respondents insist that AMA has no company policy in granting early retirement to its employees. Even if early retirement was granted to former employees Catolico and Creencia, the grant thereof has not ripened into a company practice. The giving of said benefit was not proven to be consistent and deliberate. Respondents also argue that the affidavits of Catolico and Creencia should not be given credence as they were submitted only on MR to the NLRC. Lastly, respondents allege that petitioner cannot claim any implied grant of his claim as his request for early retirement was disapproved.

Issue

Whether the CA committed reversible error in affirming the NLRC Decision.

The Court's Ruling

The petition is meritorious.

Construction of procedural rules and burden of proof required in labor cases

The quantum of proof necessary to establish one's claims in labor and administrative cases is substantial evidence, or such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion even if other equally reasonable minds might conceivably opine otherwise.[13] The burden of proof rests upon the party who asserts the affirmative of an issue.[14]

Furthermore, the NLRC is allowed more latitude in the application of its rules. Technical rules of procedure may be relaxed in the interest of substantial justice and to assist the parties in obtaining just, expeditious and inexpensive resolution and settlement of labor disputes.[15] Thus, the submission of the two supporting affidavits of Catolico and Creencia for the first time before the NLRC may be allowed. In *Loon v. Power Master, Inc.*[16] the Court held:

In labor cases, strict adherence to the technical rules of procedure is not required. Time and again, we have allowed evidence to be submitted for the first time on appeal with the NLRC in the interest of substantial justice. Thus, we have consistently supported the rule that labor officials should use all reasonable means to ascertain the facts in each case speedily and objectively, without regard to technicalities of law or procedure, in the interest of due process.

However, this liberal policy should still be subject to rules of reason and fairplay. The liberality of procedural rules is qualified by two requirements: (1) a party should adequately explain any delay in the submission of evidence; and (2) a party should sufficiently prove the allegations sought to be proven.[17]

Petitioner was able to comply with the above requirements. He explained that he encountered difficulties in obtaining affidavits from former employees of AMA as he was already residing abroad at the time of filing of the case. Petitioner further explained that only Catolico and Creencia were willing to execute affidavits as other

former employees were concerned about possible reprisal from AMA. Thus, the late submission of said documents was reasonably justified. Secondly, the affidavits, albeit belatedly filed, sufficiently proved the allegation sought to be established — that AMA had been granting early retirement benefits to its employees as a company practice.

The non-diminution of benefits rule

Article 302 (formerly Article 287) of the Labor Code provides for the voluntary retirement age of 60 years old and mandatory retirement age of 65 years old. In addition to the age requirements, the employee must have served at least five years in the company. The statutory retirement benefit is pegged at one-half month salary for every year of service or a fraction thereof. The employer however, is free to grant other retirement benefits and impose different age or service requirements, provided that the benefits shall not be lesser than those provided in Article 302.

Article 100[18] of the Labor Code expressly prohibits the elimination or reduction of benefits received by employees. However, the basis for the grant of said benefit must be shown through an express policy, written contract, or an unwritten policy that has ripened into a company practice. To be considered a practice, it must be consistently and deliberately made by the employer over a significant period of time.[19]

The Court has not defined what constitutes a "significant period of time." In *Metropolitan Bank and Trust Co. v. National Labor Relations Commission*,[20] the Court explained that the matter is decided according to the peculiar facts and circumstances of each case:

With regard to the length of time the company practice should have been exercised to constitute voluntary employer practice which cannot be unilaterally withdrawn by the employer, jurisprudence has not laid down any hard and fast rule. In the case of *Davao Fruits Corporation v. Associated Labor Unions*, the company practice of including in the computation of the 13th-month pay the maternity leave pay and cash equivalent of unused vacation and sick leave lasted for six (6) years. In another case, *Tiangco v. Leogardo, Jr.*, the employer carried on the practice of giving a fixed monthly emergency allowance from November 1976 to February 1980, or three (3) years and four (4) months. While in *Sevilla Trading v. Semana*, the employer kept the practice of including non-basic benefits such as paid leaves for unused sick leave and vacation leave in the computation of their 13th-month pay for at least two (2) years. In all these cases, this Court held that the grant of these benefits has ripened into company practice or policy which cannot be peremptorily withdrawn. The common denominator in these cases appears to be the regularity and deliberateness of the grant of benefits over a significant period of time.[21] (Emphasis supplied)

The granting of early retirement benefits was proven with substantial evidence against bare denials of respondents

In this case, petitioner was able to prove the existence of an established company practice of granting early retirement to its employees who have rendered at least 10 years of service, regardless of age, with substantial evidence.

Catolico and Creencia both attested in their separate affidavits[22] that they were former employees of AMA. Catolico was the School Director of AMA Computer Learning Center in Quezon City while Creencia was the Registrar of AMA Basic Education Department in Quezon City. Catolico worked for AMA for 11 years (1993 to 2004) and Creencia was with AMA for 18 years (1987 to 2005). They both attested in their affidavits that AMA granted an early retirement program to its employees who had rendered at least 10 years of service. They both received early retirement benefits of one-month salary for every year of service pursuant to the early retirement program of AMA. They also listed eight other employees who were able to avail of the early retirement program. Although the named employees did not personally confirm the award of their early retirement, the affidavits of

Catolico and Creencia suffice as proof thereof considering that they were occupying managerial positions and the length of their service in AMA. As Director and Registrar, Catolico and Creencia would surely have been privy to the policies of the school and to the movements or retirement of their subordinate personnel.

It is also worth mentioning that Catolico and petitioner occupied similar positions of School Director and Administrator. Moreover, petitioner and Creencia both served the school for 18 years. Yet, unlike Catolico and Creencia, petitioner was denied the grant of early retirement benefits without any explanation.

Respondents merely denied that AMA had any existing early retirement policy and the grant of Catolico and Creencia's requests were isolated cases. However, respondents did not submit controverting evidence to refute Catolico and Creencia's statements in their affidavits as to the grant of early retirement benefits to its other employees.

In their Comment[23], respondents touted management prerogative and generosity in the granting of early retirement to Catolico and Creencia despite the fact that since the proceedings before the LA, they had been denying that AMA had an existing retirement plan at all.[24] Notably, as pointed out by petitioner, respondents did not send him any formal notice as to the disapproval of his application and the reasons therefor or why the granting of early retirement was discontinued. Neither did respondents advance any explanation for the disapproval of petitioner's request in the proceedings before the labor tribunals and the courts. Respondents did not explain why Catolico and Creencia's requests for early retirement were granted but petitioner's request was denied.

On the other hand, petitioner was able to controvert the allegations of respondents. As to respondents' claim that petitioner left abruptly without complying with the proper procedure for turnover and employee separation, petitioner was able to present his request for early retirement dated May 3, 2008 addressed to respondent Aguiluz, the pre-clearance and separate clearance forms issued by AMA's Human Resources Department (HRD) and Accounting Department, Exit Interview Form, and HRD Memorandum[25] certifying that petitioner had turned over all the accountabilities and properties under his custody. Hence, the affidavits and other documentary evidence submitted by petitioner heavily outweigh the empty denials of respondents.

In the case of *Wesleyan University - Phils, v. Wesleyan University - Faculty and Staff Association*,[26] where the grant of retirement benefits was also put in issue, the Court held:

In this case, respondent was able to present substantial evidence in the form of affidavits to support its claim that there are two retirement plans. Based on the affidavits, petitioner has been giving two retirement benefits as early as 1997. Petitioner, on the other hand, failed to present any evidence to refute the veracity of these affidavits. Petitioner's contention that these affidavits are self-serving holds no water. The retired employees of petitioner have nothing to lose or gain in this case as they have already received their retirement benefits. Thus, they have no reason to perjure themselves. Obviously, the only reason they executed those affidavits is to bring out the truth. As we see it then, their affidavits, corroborated by the affidavits of incumbent employees, are more than sufficient to show that the granting of two retirement benefits to retiring employees had already ripened into a consistent and deliberate practice.[27]

While it is not the duty of the Court to weigh the evidence as Rule 45 petitions are generally limited only to questions of law, the Court may re-examine the facts in exceptional cases, such as when the findings of fact are premised on the supposed absence of evidence but are, in fact, contradicted by the evidence on record.[28]

Contrary to the findings of the NLRC and CA, the Court holds that the affidavits and other supporting documents submitted by petitioner substantially proved that AMA had a consistent company practice of granting early retirement to its employees who have rendered at least 10 years of service. Thus, petitioner is entitled to the same.

However, the Court finds that petitioner was unable to prove the amount he claims as his last salary. Petitioner maintains that at the time of his retirement, he was receiving a total salary of P51,310.00. To support his claim, petitioner submitted a Memorandum issued by AMA's HRD. Regrettably for petitioner, the contents of the Memorandum are faded and unintelligible. He could have submitted other proofs of income such as payslips, bank statements, and income tax returns but he failed to do so. In the absence of sufficient evidence to support petitioner's claim as to his monthly salary, the Court is constrained to uphold the findings of the CA and NLRC of the amount of P25,000.00. Likewise, petitioner's claim for sick leave conversion and Hong Kong trip incentive are denied for lack of evidence. As well, the Court affirms the finding of the CA and NLRC that petitioner is entitled to payment of his last pay and 13[th] month pay in the total amount of P49,268.60.

Moral and exemplary damages, attorney's fees

Petitioner is entitled to moral and exemplary damages, as well as attorney's fees. Moral damages may be awarded to an employee when the employer acted in bad faith or fraud, in a manner oppressive to labor, or in a manner contrary to morals, good customs, or public policy.[29] Exemplary damages are imposed, by way of example or correction for the public good, addition to the moral, temperate, liquidated or compensatory damages.[30] In contracts and quasi contracts, exemplary damages may be awarded if the respondent acted in a wanton, fraudulent, reckless, oppressive or malevolent manner.[31]

In the instant case, respondent AMA clearly acted in bad faith in refusing to grant petitioner's request for early retirement. Even worse, petitioner was accused of abandoning his position without having complied with the usual procedure and turn over of work and accountabilities. Yet, petitioner was able to disprove said allegations with documents issued by AMA itself. Petitioner was not even informed of the denial of his application or the reason therefor. Petitioner had worked for AMA for 18 years starting as Instructor, until he was gradually promoted to Registrar and then School Administrator. However, his retirement from the institution was marred by the troubling and distressing experience of being denied his early retirement benefits as well as the payment of his last salary. Even worse, petitioner had to file the instant case to enforce his rightful claim. As such, the Court awards moral damages of P100,000.00 and exemplary damages of P100,000.00.

Petitioner is also entitled to attorney's fees. Under Article 2208 of the Civil Code, attorney's fees may be awarded when exemplary damages are awarded and when the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiffs plainly valid, just, and demandable claim. Accordingly, the Court sustains the award of attorney's fees awarded by the CA of 10% of the total award.

The liability however for the monetary award is imposed only on respondent AMA. As a general rule, a director, officer or employee of a corporation may not be held personally liable for obligations incurred by the corporation, save in exceptional circumstances when solidary liability attaches.[32]

To hold a director or officer personally liable for corporate obligations, two requisites must concur: (1) complainant must allege in the complaint that the director or officer assented to patently unlawful acts of the corporation, or that the officer was guilty of gross negligence or bad faith; and (2) complainant must clearly and convincingly prove such unlawful acts, negligence or bad faith.[33]

Respondents Cheryl Rojas, Evangeline Bondoc, and Amable R. Aguiluz V may not be held personally and solidarity liable with respondent AMA in the absence of any evidence of their personal participation, bad faith and malice in the unjustified refusal to grant petitioner's application for early retirement.

WHEREFORE, premises considered, the petition is GRANTED. The Decision dated August 20, 2015 and Resolution dated March 7, 2016, in CA-G.R. SP No. 135339 are REVERSED AND SET ASIDE.

Respondent AMA Education System is ORDERED to pay petitioner the following amounts:

(1)

last salary and 13th month pay in the total amount of P49,268.60;

(2)

early retirement benefit of P450,000.00 (P25,000.00 monthly salary x 18 years of service);

(3)

moral and exemplary damages of P100,000.00 each; and

(4)

attorney's fees of 10% of the total award.

The first two monetary awards shall earn legal interest of 12% per annum computed from the date of filing of the complaint on September 3, 2010 to June 30, 2013 and 6% per annum from July 1, 2013 until their full satisfaction. The award of moral and exemplary damages and attorney's fees shall begin to earn legal interest of 6% per annum from the finality of this Decision until full satisfaction.[34]

SO ORDERED.

Carpio, (Chairperson), Perlas-Bernabe, and Lazaro-Javier, JJ., concur.

J. Reyes, Jr., J., on wellness leave.

[*] Also referred as "Quintin V. Beltran, Jr." in some parts of the records.

[1] Rollo, pp. 13-36.

[2] Id. at 40-50, penned by Associate Justice Florito S. Macalino with the concurrence of Associate Justice Mariflor P. Punzalan Castillo and Zenaida T. Galapate-Laguilles.

[3] Id. at 51-52.

[4] CA rollo, pp. 34-41. Penned by Presiding Commissioner Leonardo L. Leonida, with Commissioners Dolores M. Peralta-Beley and Mercedes R. Posada-Lacap concurring.

[5] Id. at 30-33. Penned by Presiding Commissioner Grace E. Maniquiz-Tan, with Commissioners Dolores M. Peralta-Beley and Mercedes R. Posada-Lacap concurring.

[6] Rollo, pp. 40-43.

[7] CA rollo, pp. 131-153.

[8] Id. at 147-153.

[9] Id. at 32.

[10] Should be Article 302, as per LABOR CODE (Amended and Renumbered), dated July 21, 2015.

[11] ARTICLE 302. [287] Retirement. — Any employee may be retired upon reaching the retirement age established in the collective bargaining agreement or other applicable employment contract.

In case of retirement, the employee shall be entitled to receive such retirement benefits as he may have earned under existing laws and any collective bargaining agreement and other agreements: Provided, however, That an employee's retirement benefits under any collective bargaining and other agreements shall not be less than those provided therein.

In the absence of a retirement plan or agreement providing for retirement benefits of employees in the establishment, an employee upon reaching the age of sixty (60) years or more, but not beyond sixty-five (65) years which is hereby declared the compulsory retirement age, who has served at least five (5) years in the said establishment, may retire and shall be entitled to retirement pay equivalent to at least one-half (112) month salary for every year of service, a fraction of at least six (6) months being considered as one whole year.

[12] Titled, "Petitioner's Reply to the Comment of the Respondents," rollo, pp. 105-109.

[13] *Functional, Inc. v. Granfil*, 676 Phil. 279, 287 (2011).

[14] *Tenazas v. R. Villegas Taxi Transport*, 731 Phil. 217, 229 (2014).

[15] See 2005 Revised Rules of Procedure of the National Labor Relations Commission, Rule 1, Sec. 2.

[16] 723 Phil. 515 (2013).

[17] *Id.* at 528.

[18] ARTICLE 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.

[19] *Central Azucarera de Tarlac v. Central Azucarera de Tarlac Labor Union-NLU*, 639 Phil. 633, 641 (2010).

[20] 607 Phil. 359 (2009).

[21] *Id.* at 371-372.

[22] CA rollo, pp. 147-153.

[23] Rollo, pp. 90-99.

[24] See respondents' Answer filed before NLRC, CA rollo, p. 119.

[25] CA rollo, pp. 79-86.

[26] 729 Phil. 240 (2014).

[27] *Id.* at 250.

[28] *Heirs of Feraren v. Court of Appeals*, 674 Phil. 358, 364-365 (2011).

[29] *Montinola v. Philippine Airlines*, 742 Phil. 487, 505 (2014).

[30] CIVIL CODE, Art. 2229.

[31] CIVIL CODE, Art. 2232.

[32] *WPM International Trading, Inc. v. Labayen*, 743 Phil. 192, 200 (2014).

[33] *Francisco v. Mallen, Jr.*, 645 Phil. 369, 374-375 (2010).

[34] In accordance with the Court's ruling in *Nacar v. Gallery Frames*, 716 Phil. 267 (2013).

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.