

ST. LUKE'S MEDICAL CENTER, INC., PETITIONER, VS. HON. RUBEN O. TORRES AND ST. LUKE'S MEDICAL CENTER ASSOCIATION-ALLIANCE OF FILIPINO WORKERS (SLMCEA-AFW), RESPONDENTS.

G.R. No. 99395. June 29, 1993

Ponente: MELO, J.

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MELO, J.:

In response to the mandate under Article 263(g) of the Labor Code and amidst the labor controversy between petitioner St. Luke's Medical Center and private respondent St. Luke's Medical Center Employees Association-Alliance of Filipino Workers (SLMCEA-AFW), then Secretary of Labor Ruben D. Torres, issued the Order of January 28, 1991 requiring the parties to execute and finalize their 1990-1993 collective bargaining agreement (CBA) to retroact to the expiration of the anterior CBA. The parties were also instructed to incorporate in the new CBA the disposition on economic and non-economic issues spelled out in said Order (p. 48, Rollo). Separate motions for re-evaluation from the parties were to no avail; hence, the petition at bar premised on the following ascriptions of error, to wit:

I

PUBLIC RESPONDENT HON. SECRETARY OF LABOR ACTED IN EXCESS OF JURISDICTION AND/OR COMMITTED GRAVE ABUSE OF DISCRETION WHEN HE VIOLATED PETITIONER'S RIGHT TO DUE PROCESS, PUBLIC RESPONDENT COMPLETELY IGNORED THE LATTER'S EVIDENCE AND ISSUED THE QUESTIONED AWARDS ON THE BASIS OF ARBITRARY GUESSWORKS, CONJECTURES AND INFERENCES.

II

PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION WHEN HE CURTAILED THE PARTIES' RIGHT TO FREE COLLECTIVE BARGAINING, AND WHEN HE GRANTED MONETARY AWARDS AND ADDITIONAL BENEFITS TO THE EMPLOYEES GROSSLY DISPROPORTIONATE TO THE OPERATING INCOME OF PETITIONER.

III

PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION WHEN HE ADOPTED/CONSIDERED THE ALLEGATIONS OF THE UNION THAT THE HOSPITAL OFFERED SALARY AND MEAL ALLOWANCE INCREASES IN THE AMOUNT OF P1,140.00 FOR THE FIRST YEAR AND P700.00 ACROSS THE BOARD MONTHLY SALARY INCREASES FOR THE SECOND AND THIRD YEARS OF THE NEW CBA.

IV

FINALLY, PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION WHEN HE GAVE HIS AWARD RETROACTIVE EFFECT.

When the collective bargaining agreement for the period August 1, 1987 to July 30, 1990 was forged between petitioner and private respondent, the incumbent national president of AFW, the federation to which the local union SLMCEA is affiliated, was Gregorio del Prado.

Before the expiration of the 1987-90 CBA, the AFW was plagued by internal squabble splitting its leadership between Del Prado and Purita Ramirez, resulting in the filing by AFW and Del Prado of a petition later docketed before the Department of Labor as NCR-00-M-90-05-077, where a declaration was sought on the legitimacy of Del Prado's faction as bona fide officers of the federation. Pending resolution of said case, herein private respondent SLMCEA--AFW brought to the attention of petitioner via a letter dated July 4, 1990 that the 1987-1990 was about to expire, and manifested in the process that private respondent wanted to renew the CBA. This development triggered round-table talks on which occasions petitioner proposed, among other items, a maximum across-the-board monthly salary increase of P375.00 per employee, to which proposal private respondent demanded a P1,500.00 hike or 50% increase based on the latest salary rate of each employee, whichever is higher.

In the meantime, relative to the interpleader case (NCR-00-M-90-05-070) initiated by petitioner to settle the question as to who between Del Prado and Diwa was authorized to collect federation dues assessed from hospital employees, the Med-Arbiter recognized Del Prado's right (p. 423, Rollo). This resolution of July 31, 1990 was elevated to the Labor Secretary.

The talks that then ensued between petitioner and private respondent were disturbed anew when the other wing in the AFW headed by Purita Ramirez, expressed its objections to the on-going negotiations, and when a petition for certification election was filed by the Association of Democratic Labor Organization of petitioner. However, private respondent emerged victorious after the elections and was thus certified as the exclusive bargaining entity of petitioner's rank and file employees.

Following the decision dated September 14, 1990 in NCR-00-M-90-05-077 (pp. 444-445, Rollo) which upheld the legitimacy of Del Prado's status including the other officers, Bayani Diwa of the Ramirez Wing appealed; the two cases -- NCR-00-M-90-05-070 for interpleader and NCR-00-M--90-05-077 -- were consolidated.

On September 17, 1990, private respondent wrote petitioner for the resumption of their negotiations concerning the union's proposed CBA. Petitioner reacted by writing a letter on September 20, 1990 expressing willingness to negotiate a new CBA for the rank and file employees who are not occupying confidential positions. Negotiations thus resumed. However, a deadlock on issues, especially that bearing on across-the-board monthly and meal allowances followed and to pre-empt the impending strike as voted upon by a majority of private respondent's membership, petitioner lodged the petition below. The Secretary of Labor immediately assumed jurisdiction and the parties submitted their respective pleadings.

On January 22, 1991, a resolution was issued in the consolidated cases which eventually declared Gregorio del Prado and his group as the legitimate officials of the AFW and the acknowledged group to represent AFW (pp. 320-321, Rollo).

On January 28, 1991, public respondent Secretary of Labor issued the Order now under challenge. Said Order contained a disposition on both the economic and non-economic issues raised in the petition. On the economic issues, he thus ruled:

First year - P1,140.00 broken down as follows: P510.00 in compliance with the government mandated daily salary increase of P17.00; and P630.00 CBA across the board monthly salary increase.

Second year - P700.00 across the board monthly salary increase.

Third year - P700.00 across the board monthly salary increase.

It is understood that the second and third year salary increases shall not be chargeable to future government mandated wage increases. (p. 47, Rollo.)

As earlier stated, both parties moved for reconsideration of the above order, but both motions were denied. Consequently, petitioner St. Luke's filed the instant petition, a special civil action on certiorari.

In assailing the Order of January 28, 1991, petitioner St. Luke's focuses on public respondent's disposition of the economic issues.

First, petitioner finds highly questionable the very basis of public respondent's decision to award P1,140.00 as salary and meal allowance increases for the first year and P700.00 across-the-board monthly salary increases for the succeeding second and third years of the new CBA. According to petitioner, private respondent SLMCEA-AFW misled public respondent into believing that said amounts were the last offer of petitioner St. Luke's immediately prior to the deadlock. Petitioner vehemently denies having made such offer, claiming that its only offer consists of the following:

Non-Economic Issues:

St. Luke's submits that it is adopting the non-economic issues proposed and agreed upon in its Collective Bargaining Agreement with SLMCEA-AFW for the period covering 1987, 1990. Copy of the CBA is attached as Annex "F" hereof.

Economic Issue

St. Luke's respectfully offers to give an increase to all its rank and file employees computed as follows:

First Year - P900 (P700.00 basic + P200.00 food allowance) for an overall total food allowance of P320.00.

Second Year - P400

Third Year - P400

plus the union will be allowed to operate and manage one (1) canteen for free to augment their funds. Although the profit shall be divided equally between union and SLMC, the operation of the canteen will generate for them a monthly income of no less than P15,000.00, and likewise provide cheap and subsidized food to Union members.

The wage increase as proposed shall be credited to whatever increases in the minimum wage or to any across the board increases that may be mandated by the government or the DOLE. (pp. 20-21-, Rollo.)

Petitioner charges that public respondent, in making such award, erroneously relied on the extrapolated figures provided by private respondent SLMCEA-AFW, which grossly inflated petitioner St. Luke's net income. Petitioner contends that if the disputed awards are sustained, the wage increases and benefits shall total approximately P194,403,000.00 which it claims is excessive and unreasonable, considering that said aggregate amount is more than its projected income for the next three years. To illustrate its point, petitioner submits the following computation:

YR I

- A. P1,140 added to basic pay
- a) $P1,140 \times 1,500 \text{ (no. of employees)} \times 12 \text{ (months)} = P20,520,000$
 - b) 13th month pay: $P1,140 \times 1,500 = 1,710,000$
 - c) Overtime pay, 20% of payroll - 4,104,000
 - d) Holiday pay, PM/Night pay - 1,026,000
 - e) Sick leave - 855,000
 - f) Funeral, Paternity, Maternity leaves, retirement pay - 820,000
- B. P230 added to meal allowance
- a) $P230 \times 1,500 \times 12 = 4,140,000$
- C One day added to sick leave
- a) $(\text{Ave. pay } P3,000 + P1,140) \text{ divided by } 30 \times 1,500 = 222,000$
- D. Sick leave cash conversion base reduced from 60 to 45 days
- a) $(P3,300 + P1,140)/30 \times 1,200 = 2,664,000$
- E. Retirement benefits adjustment - 500,000

FIRST YEAR ADDITIONAL COST - P36,561,000

YR II

- A. Yr I increase except sick leave cash conversion from 60 to 45 - P33,897,000
- B. P700 added to monthly basic pay
- a) $P700 \times 1,500 \times 12 = 12,600,000$
 - b) 13th month pay: $P700 \times 1,500 = 1,050,000$
 - c) Overtime pay, 20% of P12.6M - 2,520,000
 - d) Holiday pay, PM/Night pay - 630,000
 - e) Sick leave: $15 \text{ days} \times 700/30 \times 1,500 = 525,000$
 - f) Funeral, paternity, maternity leaves, retirement pay - 504,000

SECOND YEAR ADDITIONAL COST - P51,726,000

YR III

- A. Yr I and Yr II increases - P88,287,000
- B. P700 added to basic pay
 - a) $P700 \times 1,500 \times 12 = 12,600,000$
 - b) 13th month pay: $P700 \times 1,500 = 1,050,000$
 - c) Overtime pay, 20% of P12.6M - 2,520,000
 - d) Holiday pay, PM/Night pay - 630,000
 - e) Sick leave - 525,000
 - f) Funeral, paternity, maternity leaves, retirement pay - 504,000

THIRD YEAR ADDITIONAL COST - P106,116,000

TOTAL THREE-YEAR ADDITIONAL BENEFITS/WAGES - P194,403,000

(pp. 14-16, Rollo).

On the basis of the foregoing, petitioner St. Luke's concludes that it would be in a very poor position to even produce the resources necessary to pay the wage increases of its rank and file employees.

Petitioner also impugns public respondent's awards on grounds of prematurity, emphasizing that the awards in question even preceded collective bargaining negotiations which have to take place first between both litigants. It denies entering into a round of negotiations with private respondent SLMCEA-AFW on the theory that the meetings referred to by the latter were merely informal ones, without any binding effect on the parties because AFW is torn between two factions vying for the right to represent it. Thus, petitioner maintains that nothing conclusive on the terms and conditions of the proposed CBA could be arrived at when the other party, private respondent SLMCEA-AFW is confronted with an unresolved representation issue.

Petitioner argues further that since no formal negotiations were conducted, it could not have possibly made an offer of P1,140.00 as salary and meal allowance increases for the first year and an increase of P700.00 across-the-board monthly salary for the second and third years of the new CBA. It raises doubts on the veracity of the minutes presented by private respondent SLMCEA-AFW to prove that negotiations were held, particularly on October 26, 1990, when petitioner allegedly made said offer as its last ditch effort for a compromise prior to the deadlock. According to petitioner, these minutes, unsigned by petitioner, were merely concocted by private respondent SLMCEA-AFW.

Finally, petitioner attacks the Order of January 28, 1991 for being violative of Article 253-A of the Labor Code, particularly its provisions on retroactivity. Said Article pertinently provides:

x x x

x x x

x x x

Any agreement on such other provisions of the collective bargaining agreement entered into within six (6) months from the date of expiry of the term of such other provisions as fixed in the collective bargaining agreement, shall

retroact to the day immediately following such date. If any such agreement is entered into beyond six months, the parties shall agree on the duration of retroactivity thereof. In case of a deadlock in the renegotiation of the collective bargaining agreement, the parties may exercise their rights under this Code.

Petitioner argues that in granting retroactive effect to the enforceability of the CBA, public respondent committed an act contrary to the above provision of law, pointing out that the old CBA expired on July 30, 1990 and the questioned order was issued on January 28, 1991. Petitioner theorizes that following Article 13 of the Civil Code which provides that there are 30 days in one month, the questioned Order of January 28, 1991 was issued beyond the six-month period, graphically shown thus:

July 30, 1990 Expiration

July 31 = 1 day

August 1-31, 1990 = 31 days

September 1-30, 1990 = 30 days

October 1-31, 1990 = 31 days

November 1-30, 1990 = 30 days

December 1-31, 1990 = 31 days

January 1-28, 1991 = 28 days

TOTAL ----- = 182 days (6 months and 2 days)

(p. 34, Rollo.)

Traversing petitioner's arguments, private respondent SLMCEA-AFW contends that the formulation of the terms and conditions of the CBA awards is well supported by the factual findings of public respondent which established that petitioner failed to refute private respondent's allegation that during their last meeting on October 26, 1990, petitioner stood pat on its offer of P1,140.00 as salary and meal allowance increases for the first year of the new CBA and P700.00 across-the-board salary increases for the second and third years thereof. Said awards, it said, are well within the means of petitioner because its reported net income of P15 million, P11 million, and P13 million for 1987, 1988, and 1989, respectively, have been actually understated. Moreover, private respondent claims that petitioner, in actual terms, does not have to pay the alleged amount of P194,403,000.00 for wages and benefits in favor of its employees. Such amount, according to private respondent, is bloated and excessive. Private respondent in substantiating such claim made the following analysis:

First, P1,140.00 total salary increase for the first year (1990-1991) of the new CBA is divided into: P510.00 in compliance with the government mandated daily salary increase of P17.00 and P630.00 CBA across the board monthly salary increase, thus, the whole P1,140.00 salary increase is payable only beginning August 1, 1990 (reckoned from the CBA July 30, 1990 expiry date) up to October 31, 1990 only following the November 1, 1990 effectivity of WAGE ORDER NO. NCR-01 which granted the said P17.00 daily wage increase or P510.00 monthly of which herein petitioner promptly complied with and paid to its employees and therefore deductible from P1,140.00 total monthly salary increase (Annex "A" - Petition and Annex "13" hereof);

Second, the remaining P630.00 CBA across the board monthly salary increase takes effect on November 1, 1990 up to January 7, 1991 only following the January 8, 1991 effectivity of WAGE ORDER NO. NCR-02 which

mandated P12.00 daily wage increase or P360.00 monthly, hence, reducing the P630.00 CBA monthly salary increase to P270.00 CBA monthly salary increase effective January 8, 1991 and onwards till July 31, 1991 (Annexes "22" and "23" hereof);

Third, that out of an estimated workforce of 1,264 regular employees inclusive of about 209 supervisors, unit, junior area, division department managers and top level executives, all occupying permanent positions, and approximately 55 regular but highly confidential employees, only 1,000 rank-and-file regular/permanent employees (casuals, contractuels, probies and security guards excluded) are entitled to the CBA benefits for three (3) years (1990-1993) (as private respondent SLMCEA-AFW gathered and analyzed from the petitioner's Personnel Strength Report hereto attached as Annex "28" hereof) vis-a-vis the generalized and inflated 1,500 employees as total workforce purportedly entitled to CBA benefits per its self-serving and incredible computation;

Fourth, the petitioner's computed 20% overtime pay of the basic salary is unrealistic and overstated in view of its extreme cost-cutting/savings measures on all expenditures, most specially, on overtime work adopted since last year and a continuing management priority project up to the present; and

Fifth, due to the above considerations, the total real award of wages and fringe benefits is far less than the true annual hefty operating net income of the petitioner.

The net result is that the first year award of P1,140.00 monthly salary increase of which P510.00 monthly salary increase is made in compliance with the P510.00 monthly wage increase at P17.00 daily wage increase effective November 1, 1990 under Wage Order No. NCR-01 (Annex "13" hereof) or with the intended P630.00 CBA monthly salary increase is further reduced by P360.00 monthly wage increase at P12.00 daily wage increase effective January 8, 1991 under Wage Order No. NCR-02 (Annex "22" hereof), thereby leaving a downgraded or watered down CBA monthly increase of P270.00 only.

Comparatively speaking, the 13% monthly salary increase of each employee average basic monthly salary of P2,500.00 in 1987 or P325.00 monthly salary increase granted by the petitioner under the first old CBA (1987-1990) is better than the much diluted P270.00 CBA monthly salary increase (in lieu of the awarded P630.00 CBA monthly salary increase for the first year of the new CBA under Order, dated January 28, 1991, of public respondent). (Annexes "A" and "G" Petition). (pp. 390-391, Rollo.)

Private respondent concludes that petitioner's version that it will have to pay P194,403,000.00 is not true because this will be drastically reduced by 40% to 60% in real terms due to a smaller number of employees covered. It is further explained that the government-decreed wage increases abovementioned already form part of the P1,140.00 wage and meal allowance increases, not to mention the strict cost-cutting measures and practices on overtime and expense items adopted by petitioner since 1990.

With respect to public respondent's ruling that the CBA awards should be given retroactive effect, private respondent agrees with the Labor Secretary's view that Article 253-A of the Labor Code does not apply to arbitral awards such as those involved in the instant case. According to private respondent, Article 253-A of the Labor Code is clear and plain on its face as referring only to collective bargaining agreements entered into by management and the certified exclusive bargaining agent of all rank-and-file employees therein within six (6) months from the expiry of the old CBA.

These foregoing contentions and arguments of private respondent have been similarly put forward by the Office of the Solicitor General in its Consolidated Comment filed on November 23, 1991. The Solicitor General shares the views of private respondent SLMCEA-AFW.

We are now tasked to rule on the petition. Do petitioner's evidence and arguments provide adequate basis for the

charge of alleged grave abuse of discretion committed by public respondent in his Order of January 28, 1991 as to warrant its annulment by this Court? This is the sole issue in the case at bar. Consequently, this Court would apply the following yardstick in resolving the aforesaid issue: that public respondent, in the exercise of his power to assume jurisdiction over subject labor dispute, acted whimsically, capriciously, or in an arbitrary, despotic manner by reason of passion or personal hostility which was so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform a duty enjoined or to act at all in contemplation of law (*San Sebastian College vs. Court of Appeals*, 197 SCRA 138 [1991]).

Subjected to and measured by this test, the challenged Order, we believe, can withstand even the most rigorous scrutiny.

Petitioner assails the Order of January 28, 1991 on three grounds: (a) unreasonableness and baselessness; (b) prematurity; and (c) violation of Article 253-A of the Labor Code.

We rule that the Order, particularly in its disposition on the economic issues, was not arbitrarily imposed by public respondent. A perusal of the Order shows that public respondent took into consideration the parties' respective contentions, a clear indication that he was keenly aware of their contrary positions. Both sides having been heard, they were allowed to present their respective evidence. The due process requirement was thus clearly observed. Considering public respondent's expertise on the subject and his observance of the cardinal principles of due process, the assailed Order deserves to be accorded great respect by this Court.

Equally worth mentioning is the fact that in resolving the economic issues, public respondent merely adopted in toto petitioner's proposals. Consequently, petitioner cannot now claim that the awards are unreasonable and baseless. Neither can it deny having made such proposals, as it attempted to do in its Motion for Reconsideration of the challenged Order before public respondent and which it continues to pursue in the instant petition. It is too late in the day for such pretense, especially so because petitioner failed to controvert private respondent's allegation contained in its Comment to the petition before the Labor Secretary that petitioner had offered as its last proposal said salary and meal allowance increases. As correctly pointed out by public respondent, petitioner failed, when it had the chance, to rebut the same in its Reply to said Comment, considering that the resolution of the labor dispute at that time was still pending. Any objection on this point is thus deemed waived.

We do not see merit in petitioner's theory that the awards were granted prematurely. In its effort to persuade this Court along this point, petitioner denies having negotiated with private respondent SLMCEA-AFW. Petitioner collectively refers to all the talks conducted with private respondent as mere informal negotiations due to the representation issue involving AFW. Petitioner thus argues that in the absence of any formal negotiations, no collective bargaining could have taken place. Public respondent, petitioner avers, should have required the parties instead to negotiate rather than prematurely issuing his order.

We cannot agree with this line of reasoning. It is immaterial whether the representation issue within AFW has been resolved with finality or not. Said squabble could not possibly serve as a bar to any collective bargaining since AFW is not the real party-in-interest to the talks; rather, the negotiations were confined to petitioner and the local union SLMCEA which is affiliated to AFW. Only the collective bargaining agent, the local union SLMCEA in this case, possesses legal standing to negotiate with petitioner. A duly registered local union affiliated with a national union or federation does not lose its legal personality or independence (*Adamson and Adamson, Inc. vs. The Court of Industrial Relations and Adamson and Adamson Supervising Union (FFW)*, 127 SCRA 268 [1984]). In *Elisco-Eliril Labor Union (NAFLU) vs. Noriel* (180 SCRA 681 [1977]), then Justice Teehankee re-echoed the words of Justice Esguerra in *Liberty Cotton Mills Workers Union vs. Liberty Cotton Mills, Inc.* (66 SCRA 512 [1975]), thus:

(T)he locals are separate and distinct units primarily designed to secure and maintain an equality of bargaining power between the employer and their employee-members in the economic struggle for the fruits of the joint productive effort of labor and capital; and the association of the locals into the national union (as PAFLU) was in furtherance of the same end. These associations are consensual entities capable of entering into such legal relations with their members. The essential purpose was the affiliation of the local unions into a common enterprise to increase by collective action the common bargaining power in respect of the terms and conditions of labor. Yet the locals remained the basic units of association, free to serve their own and the common interest of all, subject to the restraints imposed by the Constitution and By-Laws of the Association, and free also to renounce the affiliation for mutual welfare upon the terms laid down in the agreement which brought it into existence. (at p. 688; italics in the original.)

Appending "AFW" to the local union's name does not mean that the federation absorbed the latter. No such merger can be construed. Rather, what is conveyed is the idea of affiliation with the local union and the larger national federation retaining their separate personalities.

Petitioner cannot pretend to be unaware of these legal principles since they enjoy the benefit of legal advice from their distinguished counsel. Thus, we are constrained to agree with the position of the Solicitor General that petitioner conveniently used the representation issue within AFW to skirt entering into bargaining negotiations with the private respondent.

Too, petitioner is in error in contending that the order was prematurely issued. It must be recalled that immediately after the deadlock in the talks, it was petitioner which filed a petition with the Secretary of Labor for the latter to assume jurisdiction over the labor dispute. In effect, petitioner submitted itself to the public respondent's authority and recognized the latter's power to settle the labor dispute pursuant to Article 263(g) of the Labor Code granting him the power and authority to decide the dispute. It cannot, therefore, be said that public respondent's decision to grant the awards is premature and pre-emptive of the parties' right to collectively bargain, simply because the Order of January 28, 1991 was unfavorable to one or the other party, for as we held in *Saulog Transit, Inc. vs. Lazaro*, (128 SCRA 591[1984]):

It is a settled rule that a party cannot invoke the jurisdiction of a court to secure affirmative relief against his opponent and after failing to obtain such relief, repudiate or question that same jurisdiction. A party cannot invoke jurisdiction at one time and reject it at another time in the same controversy to suit its interests and convenience. The Court frowns upon and does not tolerate the undesirable practice of some litigants who submit voluntarily a cause and then accepting the judgment when favorable to them and attacking it for lack of jurisdiction when adverse. (*Tajonera v. Lamaroxa*, 110 SCRA 447, citing *Tijam v. Sibonghanoy*, 23 SCRA 35). (at p. 601.)

Finally, the effectivity of the Order of January 28, 1991, must retroact to the date of the expiration of the previous CBA, contrary to the position of petitioner. Under the circumstances of the case, Article 253-A cannot be properly applied to herein case. As correctly stated by public respondent in his assailed Order of April 12, 1991 dismissing petitioner's Motion for Reconsideration --

Anent the alleged lack of basis for the retroactivity provisions awarded, we would stress that the provision of law invoked by the Hospital, Article 253-A of the Labor Code, speaks of agreements by and between the parties, and not arbitral awards ... (p. 818, Rollo.)

Therefore, in the absence of a specific provision of law prohibiting retroactivity of the effectivity of arbitral awards issued by the Secretary of Labor pursuant to Article 263(g) of the Labor Code, such as herein involved, public respondent is deemed vested with plenary and discretionary powers to determine the effectivity thereof.

WHEREFORE, the instant petition is hereby DISMISSED for lack of merit.

SO ORDERED.

Feliciano, (Chairman), Bidin, and Davide, Jr., JJ., concur.

Romero, J., no part, related to counsel.

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