

FIRST DIVISION

[G.R. No. 192601, June 03, 2013]

PHILIPPINE JOURNALISTS, INC., PETITIONER, VS. JOURNAL EMPLOYEES UNION (JEU), FOR ITS UNION MEMBER, MICHAEL ALFANTE, RESPONDENTS.

D E C I S I O N

BERSAMIN, J.:

The coverage of the term *legal dependent* as used in a stipulation in a collective bargaining agreement (CBA) granting funeral or bereavement benefit to a regular employee for the death of a legal dependent, if the CBA is silent about it, is to be construed as similar to the meaning that contemporaneous social legislations have set. This is because the terms of such social legislations are deemed incorporated in or adopted by the CBA.

The decision of the Court of Appeals (CA) under review summarizes the factual and procedural antecedents, as follows:

Complainant Judith Pulido alleged that she was hired by respondent as proofreader on 10 January 1991; that she was receiving a monthly basic salary of P15,493.66 plus P155.00 longevity pay plus other benefits provided by law and their Collective Bargaining Agreement; that on 21 February 2003, as union president, she sent two letters to President Gloria Arroyo, regarding their complaint of mismanagement being committed by PIJ executive; that sometime in May 2003, the union was furnished with a letter by Secretary Silvestre Afable, Jr. head of Presidential Management Staff (PMS), endorsing their letter-complaint to Ombudsman Simeon V. Marcelo; that respondents took offense and started harassments to complainant union president; that on 30 May 2003, complainant received a letter from respondent Fundador Soriano, International Edition managing editor, regarding complainant's attendance record; that complainant submitted her reply to said memo on 02 June 2003; that on 06 June 2003, complainant received a memorandum of reprimand; that on 04 July 2003, complainant received another memo from Mr. Soriano, for not wearing her company ID, which she replied the next day 05 July 2003; that on 04 August 2003, complainant again received a memo regarding complainant's tardiness; that on 05 August 2003, complainant received another memorandum asking her to explain why she should not be accused of fraud, which she replied to on 07 August 2003; and that on the same day between 3:00 to 4:00 P.M., Mr. Ernesto "Estong" San Agustin, a staff of HRD handed her termination paper.

Complainant added that in her thirteen (13) years with the company and

after so many changes in its management and executives, she had never done anything that will cause them to issue a memorandum against her or her work attitude, more so, reasons to terminate her services; that she got dismissed because she was the Union President who was very active in defending and pursuing the rights of her union members, and in fighting against the abuses of respondent Corporate Officers; and that she got the ire of respondents when the employees filed a complaint against the Corporate Officers before Malacañang and which was later indorsed to the Office of the Ombudsman.

The second complainant Michael L. Alfante alleged that he started to work with respondents as computer technician at Management Information System under manager Neri Torrecampo on 16 May 2000; that on 15 July 2001, he was regularized receiving a monthly salary of P9,070.00 plus other monetary benefits; that sometime in 2001, Rico Pagkalinawan replaced Torrecampo, which was opposed by complainant and three other co-employees; that Pagkalinawan took offense of their objection; that on 22 October 2002, complainant Alfante received a memorandum from Pagkalinawan regarding his excessive tardiness; that on 10 June 2003, complainant Alfante received a memorandum from Executive Vice-President Arnold Banares, requiring him to explain his side on the evaluation of his performance submitted by manager Pagkalinawan; that one week after complainant submitted his explanation, he was handed his notice of dismissal on the ground of "poor performance"; and that complainant was dismissed effective 28 July 2003.

Complainant Alfante submitted that he was dismissed without just cause.

Respondents, in their position paper, averred that complainants Pulido and Alfante were dismissed for cause and with due process.

With regard to complainant Pulido, respondents averred that in a memorandum dated 30 May 2003, directed complainant to explain her habitual tardiness, at least 75 times from January to May of 2003. In a memorandum, dated 06 June 2003, directed complainant to observe the 3 p.m. rule to avoid grammatical lapses, use of stale stories just to beat the 10:00 p.m. deadline. In the same memorandum complainant was given the warning that any repeated violation of the rules shall be dealt with more severely. Once again, in a memorandum, dated 04 August 2003, complainant Pulido was required to explain why no disciplinary action should be taken against her for habitual tardiness – 18 times out of the 23 reporting days during the period from 27 June – 27 July 2003 and on 05 August 2003, complainant was directed to explain in writing why complainant should not be administratively sanctioned for committing fraud or attempting to commit fraud against respondents. Respondents found complainant's explanations unsatisfactory. On 07 August 2003, respondents dismissed complainant Pulido for habitual tardiness, gross insubordination, utter disrespect for superiors, and committing fraud or attempting to commit fraud which led to the respondents' loss of confidence upon complainant Pulido.

In case of complainant Alfante, respondents averred in defense that complainant was dismissed for "poor performance" after an evaluation by his superior, and after being forewarned that complainant may be removed if there was no showing of improvement in his skills and knowledge on current technology.

In both instances, respondents maintained that they did not commit any act of unfair labor practices; that they did not commit acts tantamount to interfering, restraining, or coercing employees in the exercise of their right to self-organization.

Respondents deny liabilities as far as complainants' monetary claims are concerned. Concerning violations of the provision on wage distortion under Wage Order No. 9, respondents stressed that complainants were not affected since their salary is way over the minimum wage.

With respect to the alleged non-adjustment of longevity pay and burial aid, respondent PJI pointed out that it complies with the provisions of the CBA and that both complainants have not claimed for the burial aid.

Respondents put forward the information that the alleged non-payment of rest days – every Monday for the past three (3) years is a matter that is still at issue in NLRC Case No. 02-0402973-93, which case is still pending before this Commission.

Respondents asserted that the respondents Arturo Dela Cruz, Bobby Capco, Arnold Banares, Ruby Ruiz-Bruno and Fundador Soriano should not be held liable on account of complainants' dismissal as they merely acted as agents of respondent PJI.^[1]

Upon the foregoing backdrop, Labor Arbiter Corazon C. Borbolla rendered her decision on March 29, 2006, disposing thusly:

WHEREFORE, foregoing premises considered, judgment is hereby rendered, finding complainant Judith Pulido to have been illegally dismissed. As such, she is entitled to reinstatement and backwages from 07 August 2003 up to her actual or payroll reinstatement. To date, complainant's backwages is P294,379.54.

Respondent Philippine Journalist, Inc. is hereby ordered to pay complainant Judith Pulido her backwages from 07 August 2003 up to her actual or payroll reinstatement and to reinstate her to her former position without loss of seniority right.

Respondent is further ordered to submit a report to this Office on complainant's reinstatement ten (10) days from receipt of this decision.

The charge of illegal dismissal by Michael Alfante is hereby dismissed for lack of merit.

The charge of unfair labor practice is dismissed for lack of basis.

SO ORDERED.^[2]

Complainant Michael Alfante (Alfante), joined by his labor organization, Journal Employees Union (JEU), filed a partial appeal in the National Labor Relations Commission (NLRC).^[3]

In the meantime, on May 10, 2006, petitioner and Judith Pulido (Pulido), the other complainant, jointly manifested to the NLRC that the decision of March 29, 2006 had been fully satisfied as to Pulido under the following terms, namely: (a) she would be reinstated to her former position as editorial staffmember, or an equivalent position, without loss of seniority rights, effective May 15, 2006; (b) she would go on maternity leave, and report to work after giving birth; (c) she would be entitled to backwages of P130,000.00; and (d) she would execute the quitclaim and release on May 11, 2006 in favor of petitioner. ^[4] This left Alfante as the remaining complainant.

On January 31, 2007, the NLRC rendered its decision dismissing the partial appeal for lack of merit.^[5]

JEU and Alfante moved for the reconsideration of the decision, but the NLRC denied their motion on April 24, 2007.^[6]

Thereafter, JEU and Alfante assailed the decision of the NLRC before the CA on *certiorari* (C.A.-G.R. SP No. 99407).

On February 5, 2010, the CA promulgated its decision in C.A.-G.R. SP No. 99407,^[7] decreeing:

WHEREFORE, premises considered, the instant petition is PARTLY GRANTED.

The twin Resolutions dated January 31, 2007 and April 24, 2007, respectively, of the Third Division of the National Labor Relations Commission (NLRC), in NLRC NCR CA No. 048785-06 (NLRC NCR Case No. 00-10-11413-04), are MODIFIED insofar as the funeral or bereavement aid is concerned, which is hereby GRANTED, but only after submission of conclusive proofs that the deceased is a parent, either father or mother, of the employees concerned, as well as the death certificate to establish the fact of death of the deceased legal dependent.

The rest of the findings of fact and law in the assailed Resolutions are hereby AFFIRMED.

SO ORDERED.

Both parties moved for reconsideration, but the CA denied their respective motions

for reconsideration on June 2, 2010.^[8]

JEU and Alfante appealed to the Court (G.R. No. 192478) to challenge the CA's dispositions regarding the legality of: (a) Alfante's dismissal; (b) the non-compliance with Minimum Wage Order No. 9; and (c) the non-payment of the rest day.^[9]

On August 18, 2010, the Court denied due course to the petition in G.R. No. 192478 for failure of petitioners to sufficiently show that the CA had committed any reversible error to warrant the Court's exercise of its discretionary appellate jurisdiction.^[10]

The Court denied with finality JEU and Alfante's ensuing motion for reconsideration through the resolution of December 8, 2010.^[11] The entry of judgment in G.R. No. 192478 issued in due course on February 1, 2011.^[12]

On its part, petitioner likewise appealed (G.R. No. 192601), seeking the review of the CA's disposition in the decision of February 5, 2010 on the granting of the funeral and bereavement aid stipulated in the CBA.

In its petition for review, petitioner maintained that under Section 4, Article XIII of the CBA, funeral and bereavement aid should be granted upon the death of a *legal dependent* of a regular employee; that consistent with the definition provided by the Social Security System (SSS), the term *legal dependent* referred to the spouse and children of a married regular employee, and to the parents and siblings, 18 years old and below, of a single regular employee;^[13] that the CBA considered the term *dependents* to have the same meaning as *beneficiaries*, as provided in Section 5, Article XIII of the CBA on the payment of death benefits;^[14] that its earlier granting of claims for funeral and bereavement aid without regard to the foregoing definition of the legal dependents of married or single regular employees did not ripen into a company policy whose unilateral withdrawal would constitute a violation of Article 100 of the *Labor Code*,^[15] the law disallowing the non-diminution of benefits;^[16] that it had approved only four claims from 1999 to 2003 based on its mistaken interpretation of the term *legal dependents*, but later corrected the same in 2000;^[17] that the grant of funeral and bereavement aid for the death of an employee's legal dependent, regardless of the employee's civil status, did not occur over a long period of time, was not consistent and deliberate, and was partly due to its mistake in appreciating a doubtful question of law; and that its denial of subsequent claims did not amount to a violation of the law against the non-diminution of benefits.^[18]

In their comment,^[19] JEU and Alfante countered that the CBA was a bilateral contractual agreement that could not be unilaterally changed by any party during its lifetime; and that the grant of burial benefits had already become a company practice favorable to the employees, and could not anymore be reduced, diminished, discontinued or eliminated by petitioner.

Issue

In view of the entry of judgment issued in G.R. No. 192478, JEU and Alfante's submissions on the illegality of his dismissal, the non-payment of his rest days, and the violation of Minimum Wage Order No. 9 shall no longer be considered and