

THIRD DIVISION

[G.R. No. 117593, July 10, 1998]

**BRENT HOSPITAL INC. AND MORLITO B. APUZEN, PETITIONERS,
VS. NATIONAL LABOR RELATIONS COMMISSION AND TERESITA
M. FERNANDEZ, RESPONDENTS.**

D E C I S I O N

ROMERO, J.:

On June 6, 1968, respondent Teresita M. Fernandez was employed by petitioner Zamboanga Brent Hospital (Brent) as a staff nurse and thereafter discharged functions^[1] in different capacities until she was promoted as acting clinic coordinator.

It appears that sometime in August 1990, the principal and a number of faculty members of Brent's School of Midwifery (BSM) resigned and sought lucrative jobs abroad, thus, crippling its operations. Consequently, respondent was offered the position of principal which proposal, however, she initially rejected. After continuous prodding and with the assurance that she could return, should she desire, to her former position as clinic coordinator after a year of serving as principal, she was finally prevailed upon to accept the offer.

The record shows that BSM handles the review of its midwifery graduates by sending them to Manila one (1) month prior to the board examinations. In pursuing this task, BSM enjoins each reviewee to pay the sum of P350.00 to defray the necessary coordinator's expenses that may be incurred in the performance of the latter's duties. When BSM's Board of Directors (Board) scrapped the coordinator's fee in May 1993, the reviewees requested respondent and Mrs. Norma Pada, an instructor at BSM, to accompany them to Manila, as previous reviewees have been accustomed to, and expressed their willingness to voluntarily shoulder the said fees. For lack of time, the collection of the same was neither communicated to the Board nor to the parents of the reviewees. The collection effected in Manila was allegedly discovered by petitioner through its Hospital Administrator Morlito Apuzen who declared that, while in Manila, a reviewee confided to him that respondent demanded, as coordinator's fee, the sum of P350.00 from each of them. Forthwith, Apuzen reported the matter to the Board who immediately convened the protesting parents, assuring the latter that respondent would be confronted with the same.

Upon her return from Manila, respondent, without being required to, presented to the Board a report of her expenses which were charged against the voluntary contributions of the reviewees. For allegedly violating the policy laid down by petitioner regarding the imposition and collection of coordinator's fee of P350.00, respondent and Mrs. Pada were terminated from their respective employments. While the latter sought reconsideration from the Board's decision, respondent filed a case for illegal dismissal and damages against Brent. Labor Arbiter Reynaldo S.

Villena rendered a decision dated August 16, 1993, the decretal portion of which reads thus:

"WHEREFORE, on the basis of the foregoing, judgment is hereby rendered declaring the dismissal of complainant as illegal. Respondent is hereby ordered to pay complainant her separation pay in the amount of P125,000.00 and backwages in the sum of P15,000.00; P100,000.00 for moral damages and P100,000.00 for exemplary damages.

Respondent is also ordered to pay ten (10%) percent of the total award to the complainant as attorney's fees.

All other claims are dismissed for lack of merit and insufficiency of evidence.

SO ORDERED."^[2]

On appeal, the above decision was affirmed by the National Labor Relations Commission (NLRC) in a resolution dated June 29, 1994. Brent's motion for reconsideration having been denied on September 29, 1994, petitioner filed the instant petition for certiorari. Respondent, on the other hand, partially appealed the same on the ground that the Labor Arbiter erred in limiting the award of backwages to P15,000.00, arguing that its computation should be reckoned from the time of dismissal up to the date the decision becomes final and executory. The claim, however, was rejected by the NLRC on the basis that the same was filed out of time.

Petitioner proffered the following grounds on appeal:

"I. THE AUGUST 16, 1993 DECISION OF THE LABOR ARBITER WHICH WAS AFFIRMED BY THE PUBLIC RESPONDENT NLRC IS CONTRARY TO THE EVIDENCE AND RECORDS OF THE CASE INsofar AS IT HELD THAT THE PRIVATE RESPONDENT WAS DISMISSED WITHOUT JUST OR AUTHORIZED CAUSE AND WAS DENIED DUE PROCESS;

II. THE AWARD OF DAMAGES MORAL AND EXEMPLARY TO PRIVATE RESPONDENTS (sic) IS WITHOUT LEGAL OR FACTUAL BASIS;

III. EVIDENCE AND RECORDS OF THE CASE SHOW NO CAUSE OF ACTION EXISTS AGAINST PETITIONER MORLITO B. APUZEN NOT BEING THE REAL PARTY IN INTEREST AND NOT THE ONE WHO TERMINATED OR EVEN RESPONSIBLE FOR PRIVATE RESPONDENT'S DISMISSAL. AS SUCH, HE SHOULD NOT BE MADE LIABLE TO THE PRIVATE RESPONDENT."^[3]

Petitioner Brent maintains that respondent was validly terminated for loss of trust and confidence when, without the authority and consent of the Board, she exacted the amount of P350.00 from each reviewee as coordinator's fee. It further argued that respondent, being a managerial employee, "the rules on termination of employment and penalties for infractions are not necessarily the same as those applicable to termination of employment of ordinary employees."^[4] We do not agree.

A cursory reading of the first issue reveals that it is factual in nature, involving as it