

THIRD DIVISION

[G.R. No. 117240, October 02, 1997]

**PHILIPPINE NATIONAL CONSTRUCTION CORPORATION,
PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION
AND PNCC TOLL OPERATIONS EMPLOYEES AND WORKERS
UNION (PNCC-TOEWU), RESPONDENTS.
D E C I S I O N**

ROMERO, J.:

The instant petition seeks the reversal of the decision dated August 31, 1993 and resolution dated July 21, 1994 of public respondent National Labor Relations Commission which dismissed the appeal of petitioner Philippine National Construction Company (PNCC) and affirmed the March 29, 1993 decision of Labor Arbiter Cornelio Linsangan.

From the pleadings of the parties, the following facts are deemed to have been established.

PNCC and the Toll Operations Employees and Workers Union (PNCC-TOEWU) entered into a Collective Bargaining Agreement for a period of five (5) years from February 1, 1990 to January 30, 1995. It is provided in the collective bargaining agreement (CBA) that a mid-year bonus shall be granted to the employees who are covered by the bargaining unit as of June 1 of the covered year, viz.:

Section 2. *Mid-Year Bonus* - The COMPANY agrees to grant to all the employees covered by the bargaining unit a mid-year bonus of one (1) month basic salary to be given on or before June 1, each year. The mid-year bonus for 1990 shall be granted to employees who are covered by the bargaining unit including those employees who already attained the status of a regular employee as of June 1, 1990."

Due to financial difficulties, however, between April and May, 1991, PNCC implemented a Voluntary Separation Program. The individual complainants took advantage of the offer and, after signing individual quitclaims, were paid an equivalent of one-and-a-half month's pay for every year of credited service as well as a 30-day advance salary. Consequently, they were not given any mid-year bonus because as of June 1, 1991, PNCC no longer considered them as its employees.

The aggrieved employees then filed a claim for non-payment of mid-year bonus before the Labor Arbiter, who, in a decision dated March 29, 1993, ruled in their favor and ordered the payment of their mid-year bonuses. The disposition thereof reads as follows:

"WHEREFORE, judgment is hereby rendered ordering the respondent corporation to pay complainants their mid-year bonus for 1991, to wit:

| NAMES | MONTHLY BASIC SALARY |
|------------------------|----------------------|
| 1. Bernadette Principe | P5,793.00 |
| 2. Lucila Roxas | 6,378.00 |
| 3. Wilhelmina Aquino | 5,956.00 |
| 4. Librando Custodio | 5,717.00 |
| 5. Socorro Escondo | 4,937.00 |
| 6. Reynaldo Guelas | 4,684.00 |
| 7. Sixto Pagoso | 4,569.00 |
| 8. Gloria Mapoy | 4,569.00 |
| 9. Rolando Gregore | 5,390.00 |
| 10. Rolando Gilmo | 5,813.00 |
| 11. Jose Estargo | 5,594.00 |
| 12. Leonardo Dionisio | 6,286.00 |
| 13. Pablo Gonzales | 6,319.00 |
| 14. Gualberto Reblora | 6,277.00 |
| 15. Regino Dechosa | 5,507.00 |
| 16. Mariano Martija | 5,080.00 |
| 17. Felix Lacson, Jr. | 4,825.00 |
| 18. Juan Garcenilla | 5,446.00 |
| 19. Gerardo Paragua | 5,259.00 |
| 20. Marita Milan | 5,434.00 |
| 21. Rodrigo Sugcang | 5,425.00 |
| 22. Francisco Lucas | 6,361.00 |
| 23. Elizabeth Ramos | 5,576.00 |
| 24. Rogelio Venturina | 5,233.00 |