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Republic of the Philippines
Supreme Court
Manila

Mis. DC Batt
MISAEL DOMINGO C. BATTUNG III
Deputy Division Clerk of Court
Third Division
AUG 17 2017

THIRD DIVISION

UNITED COCONUT CHEMICALS, INC.,

G.R. NO. 201018

Petitioner,

Present:

- versus -

VELASCO, JR., J., *Chairperson*,
BERSAMIN,
*DEL CASTILLO,
**MARTIRES, and
TIJAM, JJ.

VICTORIANO B. VALMORES
Respondent.

Promulgated:

July 12, 2017

x ----- *[Signature]* ----- x

DECISION

BERSAMIN, J.:

The base figure in the determination of full backwages is fixed at the salary rate received by the employee at the time he was illegally dismissed. The award shall include the benefits and allowances regularly received by the employee as of the time of the illegal dismissal, as well as those granted under the Collective Bargaining Agreement (CBA), if any.

The Case

The petitioner United Coconut Chemicals, Inc. (UCCI) appeals the decision promulgated on August 23, 2011,¹ whereby the Court of Appeals (CA) upheld the order of the National Labor Relations Commission (NLRC)² to remand the case to the Labor Arbiter for the re-computation of the respondent's full backwages.

* In lieu of Justice Francis H. Jardelca, who inhibited due to prior close relations with a party, per the raffle of July 3, 2017.

** Additional Member, per Special Order No. 2461 dated July 10, 2017.

¹ *Rollo*, pp. 34-45; penned by Associate Justice Ramon R. Garcia, with Associate Justice Rosmari D. Carandang and Associate Justice Samuel H. Gaerlan, concurring.

² *Id.* at 50-60.

Antecedents

UCCI hired the respondent as its Senior Utilities Inspector with a monthly salary of ₱11,194.00. He then became a member of the United Coconut Chemicals, Inc. Employees' Labor Organization (UELO) until his expulsion sometime in 1995.³ Due to the expulsion, UELO formally demanded that UCCI terminate the services of the respondent pursuant to the union security clause of the CBA. UCCI dismissed him on February 22, 1996.⁴ He then filed a complaint for illegal dismissal in the NLRC.⁵ After due proceedings, the Labor Arbiter dismissed his complaint for lack of merit.⁶ On appeal, however, the NLRC reversed the Labor Arbiter and disposed as follows:

WHEREFORE, premises considered, the appeal is GRANTED. The Decision appealed from is SET ASIDE and a new one entered finding respondents liable for illegal dismissal and ordered them to reinstate complainant to his former position without loss of seniority rights and with full backwages from the date of dismissal on 22 February 1996 to the date of actual reinstatement.

SO ORDERED.⁷

The parties, including UELO, moved for reconsideration. The NLRC denied the motions for reconsideration of the respondent and UELO, but partially granted UCCI's motion by granting its prayer to be exempted from paying backwages.⁸

Consequently, the respondent and UELO separately elevated the matter to the CA on *certiorari*, insisting that the NLRC thereby committed grave abuse of discretion amounting to lack or excess of jurisdiction.

On January 18, 2002,⁹ the CA promulgated its decision disposing as follows:

WHEREFORE, foregoing considered, the DECISION of the Third Division of NLRC dated November 29, 2000 is AFFIRMED in all respect.

The Resolution of the Third Division of NLRC dated January 31, 2001 which states:

³ Id. at 35.

⁴ Id. at 35-36.

⁵ Docketed as NLRC Case No. RAB-IV-02-07928-96-B entitled *Victoriano B. Valmores v. United Coconut Chemicals, Inc. (COCOHEM) and United Coconut Chemicals, Inc. Employees' Labor Organization, its Executive Officers led by Mr. Nello Borbon*.

⁶ *Rollo*, pp. 62-71.

⁷ Id. at 88.

⁸ Id. at 91-92.

⁹ Id. at 90-98; penned by Associate Justice Eugenio S. Labitoria and concurred in by Associate Justice Teodoro P. Regino and Associate Justice Rebecca De Guia-Salvador.

“The motion for reconsideration filed by respondent United Coconut Chemicals from the decision of November 29, 2000 is partially GRANTED in that it is not held liable insofar as the award of full backwages in favor of complainant is concerned.”

is ordered DELETED and declared null and void.

SO ORDERED.¹⁰

Still, UCCI appealed to the Court, which, on November 17, 2003, denied the petition for review on *certiorari*.¹¹ The denial became final and executory on February 26, 2004;¹² hence, the respondent moved for the execution of the judgment in his favor.

On January 18, 2010, Labor Arbiter Michaela A. Lontoc issued an order decreeing thusly:

WHEREFORE, respondent [UCCI's] motion to hold respondent UELO primarily liable to pay complainant the herein monetary awards and/or direct respondent UELO to reimburse [UCCI] of whatever amount it may be made to pay complainant, disguised as a motion for clarification, is **DENIED** for lack of legal basis.

Complainant's motion for execution dated 29 November 2000 is **GRANTED**. Let a writ of execution be issued for its immediate implementation.

SO ORDERED.¹³

Labor Arbiter Lontoc opined that the backwages due to the respondent should be computed by excluding the benefits under the CBA, to wit:

In fine, we compute the backwages of complainant beginning 22 February 1996 as directed in the 29 November 2000 decision of the NLRC up to 30 June 2008. Complainant was admittedly reinstated to work effective on 01 July 2008, with the corresponding wages beginning said period paid and received by complainant until he was declared in AWOL and consequently terminated from work. Thus;

Backwages: ₱11,194.00 x 148.26 months =	₱1,659,622.44
13 th Month Pay: ₱1,659,622.44 / 12 months=	₱ 138,301.87
SILP: ₱11,194.00 30 days x 5 days/12 mos.	
	x 148.26 mos.= ₱ 23,050.31
TOTAL	₱1,820,974.62

¹⁰ Id. at 97-98.

¹¹ Id. at 100.

¹² Id. at 102.

¹³ Id. at 113-114.

We do not neglect that in some of complainant's pleadings, he offered the computation of his backwages, which included a list of the benefits he claimed should be included, thus:

	Monthly Wage	Meal Subsidy	Safety Incentive Pay	SOFA	Financial Grant	Medical Assistance
1996	11,194.00	22.50	---	1,000.00	2,500.00	3,800.00
1997	12,444.00	25.00	---	1,000.00	2,500.00	3,800.00
1998	13,814.00	35.00	300.00	2,500.00	4,000.00	5,500.00
1999	15,314.00	35.00	300.00	2,500.00	4,000.00	5,500.00
2000	15,314.00	37.00	300.00	2,500.00	4,000.00	5,500.00
2001	16,314.00	37.00	300.00	2,500.00	4,000.00	5,500.00
2002	17,314.00	37.00	300.00	2,500.00	4,000.00	5,500.00
2003	19,064.00	40.00	500.00	2,500.00	4,000.00	6,500.00
2004	20,564.00	40.00	500.00	2,600.00	4,000.00	6,500.00
2005	22,564.00	40.00	500.00	2,600.00	5,000.00	10,000.00
2006	24,564.00	40.00	500.00	2,600.00	5,000.00	10,000.00
2007	26,614.00	40.00	500.00	2,600.00	5,000.00	10,000.00

One-time CBA increase 2000	₱20,000.00
Built-in OT/NSD	₱35,044.29/annum
Other bonuses	₱ 5,000/annum
Rice subsidy	one sack / month
Uniform	₱8,765.00 monetary equivalent/annum
Christmas package	₱1,000.00 / annum
VL/SL	46 days / annum

We cannot recognize these alleged CBA granted benefits. While the term "backwages" used in Article 279 of the Labor Code includes the benefits which the complainant should have received had he not been dismissed from work, benefits which are not prescribed by law of those referring to benefits granted by the employer either pursuant to the CBA or its benevolence, cannot be recognized unless duly proved. The decision dated 29 November 2000, which is the subject of the instant execution proceedings, did not recognize the foregoing alleged CBA and company issued benefits, although they were enumerated by complainant in his position paper. Neither did we find the basis of these alleged CBA negotiated benefits. While complainant attached a few pages of what purports to be their collective bargaining agreement, the effectivity date thereof was never presented for the NLRC and for us to determine the dates of their applicability. Thus, complainant's entitlement to these benefits was not substantially proven. For the same reason, we have no basis to consider the same. Except for the bare allegation that he should have been paid these benefits, no proof of such grant was presented by complainant.

Corollary, we can only recognize the legally mandated benefits that need not be established by substantial evidence, *i.e.*, the 13th month pay and service incentive leave.¹⁴

¹⁴ Id. at 112-113.

On June 29, 2010, the NLRC issued its resolution remanding the case to the Labor Arbiter for the recomputation of the backwages inclusive of the benefits granted under the CBA,¹⁵ disposing:

WHEREFORE, the decision dated 10 January 2010 is MODIFIED. The case is remanded to the Arbitration Branch of origin only for the purpose of recomputation of complainant's full backwages using the Collective Bargaining Agreement for the covered period as basis of computation. Respondent [UCCI] is directed to furnish the office of the Labor Arbiter's copies of the Collective Bargaining Agreement pertinent thereto.

The other findings are AFFIRMED.

SO ORDERED.¹⁶

The NLRC observed that there was a need to include the benefits granted under the CBA; that in the personnel action form submitted by UCCI, the reinstatement salary of the respondent amounted to ₱26,614.00 as opposed to the ₱11,194.00 alleged salary at the time of his dismissal; and the disparity should have prompted the Labor Arbiter to probe into his claim of entitlement to the benefits under the CBA as part of his backwages.¹⁷

Judgment of the CA

Not satisfied, UCCI assailed the resolution issued on June 29, 2010 by the NLRC on *certiorari*.

On August 23, 2011, the CA upheld the NLRC, agreeing with the latter's observation that UCCI had failed to submit the documents providing the details of the benefits granted to its employees from the time when the respondent was illegally terminated until his reinstatement on July 1, 2008. It cited *Fulache v. ABS-CBN Broadcasting Corporation*¹⁸ in holding that illegally dismissed employees were also entitled to the CBA benefits.¹⁹

Upon denial of its motion for reconsideration,²⁰ UCCI now appeals by petition for review on *certiorari*.

We note that during the pendency of the appeal, Isaias A. Valmores, Sr. and Leonarda B. Valmores, the parents of the respondent, prayed for their substitution herein in view of the respondent's intervening demise.²¹

¹⁵ Id. at 50-60.

¹⁶ Id. at 59.

¹⁷ Id. at 57-58.

¹⁸ G.R. No. 183810, January 21, 2010, 610 SCRA 567.

¹⁹ *Rollo*, pp. 43-44.

²⁰ Id. at 47-48.

²¹ Id. at 119-124.

Issues

UCCI submits that:

THE COMPUTATION FOR THE PAYMENT OF BACKWAGES SHOULD CONFORM TO ESTABLISHED JURISPRUDENCE WHICH PROVIDES THAT THE BASE FIGURE TO BE USED IN THE COMPUTATION OF BACKWAGES IS PEGGED AT THE WAGE RATE AT THE TIME OF THE EMPLOYEE'S DISMISSAL UNQUALIFIED BY DEDUCTIONS, INCREASES AND/OR MODIFICATIONS GRANTED IN THE INTERIM²²

Citing *BPI Employees' Union-Metro Manila v. Bank of the Philippine Islands*,²³ UCCI posits that in determining the respondent's backwages the prospective increases in wages as well as the benefits provided in the CBA should be excluded; that, as a consequence, the base figure for computing the respondent's backwages should be his basic salary prevailing at the time of his dismissal, unqualified by deductions or increases; that the ruling of the CA and the NLRC to include the CBA-granted benefits was without legal basis and was contrary to prevailing jurisprudence; and that at any rate the respondent did not establish that he was enjoying such CBA benefits at the time of his dismissal.

In contrast, the respondent, now represented by his parents, manifests that he would not oppose the computation of the backwages in accordance with the *BPI Employees' Union-Metro Manila* ruling, provided that: (1) the 12% interest *per annum* imposed from the time when the decision became final until full payment based on *BPI Employees' Union-Metro Manila* should be applied herein; and (2) that all CBA benefits being received by the respondent at the time of his dismissal should be added to his basic salary. He maintains that UCCI should alone be held liable for the payment of backwages instead of being held jointly liable with UELO.

In riposte, UCCI argues that it could not be solely held liable for the payment of backwages because of the express ruling of the NLRC on November 29, 2000 (as upheld by the CA and affirmed by this Court) declaring it and UELO liable for illegal dismissal; and that the respondent cannot belatedly raise the matter during the period of execution inasmuch as the matter should have been properly raised while the NLRC's decision was still on appeal.

In fine, the Court shall now determine the following, namely: (1) the correct basis for computing the backwages of the respondent; (2) the nature

²² Id. at 20.

²³ G.R. Nos. 178699 and 178735, September 21, 2011, 658 SCRA 127.

of UCCI's liability for payment of full backwages; and (3) the proper interest rate to be imposed on the judgment award.

Ruling of the Court

We deny the petition for review on *certiorari*.

I

Backwages include all benefits previously enjoyed by the illegally dismissed employee

The extent of the backwages to be awarded to an illegally dismissed employee has been set in Article 279²⁴ of the *Labor Code*, viz.:

Article 279. Security of Tenure. – In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by this Title. **An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.**

The settled rule is that full backwages shall be pegged at the wage rate at the time of the employee's dismissal, unqualified by any deductions and increases, thus:

[T]he determination of the salary base for the computation of backwages requires simply an application of judicial precedents defining the term "backwages." An unqualified award of backwages means that the employee is paid at the wage rate at the time of his dismissal. Furthermore, the award of salary differentials is not allowed, the established rule being that upon reinstatement, illegally dismissed employees are to be paid their backwages without deduction and qualification as to any wage increases or other benefits that may have been received by their co-workers who were not dismissed or did not go on strike.²⁵

The base figure for the computation of backwages should include not only the basic salary but also the regular allowances being received, such as the emergency living allowances and the 13th month pay mandated by the law.²⁶ The purpose for this is to compensate the worker for what he has lost

²⁴ Now Article 294 pursuant to R.A. No. 10151 (See DOLE Department Advisory No. 01, series of 2015)

²⁵ *Evangelista v. National Labor Relations Commission*, G.R. No. 93915, October 11, 1995, 248 SCRA 194, 196, citing *Paramount Vinyl Products Corp. v. National Labor Relations Commission*, G.R. No. 81200, October 17, 1990, 190 SCRA 525, 537.

²⁶ *Paramount Vinyl Products Corp. v. National Labor Relations Commission*, G.R. No. 81200, October 17, 1990, 190 SCRA 525, 537.

because of his dismissal, and to set the price or penalty on the employer for illegally dismissing his employee.²⁷

Conformably with the foregoing guidelines, the Labor Arbiter did not err in using ₱11,194.00 as the base figure because the sum represented the respondent's wage rate at the time of his dismissal on February 22, 1996. Also, the Labor Arbiter properly included in the computation the respondent's 13th month pay and service incentive leave.

The respondent insisted before the Labor Arbiter that his CBA-granted benefits should be included, but UCCI opposed, citing the 2011 ruling in *BPI Employees' Union-Metro Manila v. Bank of the Philippine Islands*. It contended that any computation that reflected increases during the period of his dismissal would be incorrect for want of legal basis and for being contrary to prevailing jurisprudence.

We agree with UCCI.

The base figure to be used in reckoning full backwages is the salary rate of the employee at the time of his dismissal. The amount does not include the increases or benefits granted during the period of his dismissal because time stood still for him at the precise moment of his termination, and move forward only upon his reinstatement. Hence, the respondent should only receive backwages that included the amounts being received by him at the time of his illegal dismissal but not the benefits granted to his co-employees after his dismissal.

The Court is also aware of the reality that salary increases and benefits are not automatically given to the worker, but are given subject to conditions. As such, the respondent's claim for the increases in salary, meal subsidy, safety incentive pay, SOFA, financial grant and medical assistance for the period from 1997 until 2007, and one-time CBA increase, should be excluded from his backwages.

CBA allowances and benefits that the respondent was regularly receiving before his illegal dismissal on February 22, 1996 should be added to the base figure of ₱11,194.00. This is because Article 279 of the *Labor Code* decrees that the backwages shall be "*inclusive of allowances, and to his other benefits or their monetary equivalent.*" Considering that the law does not distinguish between the benefits granted by the employer and those granted under the CBA, he should not be denied the latter benefits.

²⁷ *Bustamante v. National Labor Relations Commission*, G.R. No. 111651, November 28, 1996, 265 SCRA 61, 70.

Nonetheless, the respondent still had to prove his entitlement to the benefits by submitting proof of his having received the same at the time of his illegal dismissal. In *BPI Employees' Union-Metro Manila*, the claim for CBA benefits such as the signing bonus, medical and doctor's allowance, and dental allowance was denied because the employee was unable to prove that he was receiving such benefits at the time of the illegal dismissal. To do so, therefore, the respondent must have submitted before the Labor Arbiter sufficient evidence establishing his receiving meal subsidy, SOFA, financial grant, medical assistance, built-in overtime and night shift differential, rice subsidy, uniform allowance, Christmas package, vacation and sick leave at the time he was dismissed. Yet, the respondent was unable to discharge his burden because the relevant documents, including the CBA, had been in UCCI's exclusive possession and custody. Unfortunately, the Labor Arbiter did not rule on his motion to compel the production of the documents by subpoena *duces tecum* because, as the NLRC put it:²⁸

The Labor Arbiter did not recognize the CBA benefits which complainant alleged should have been included in the computation because the complainant failed to prove the same. On 2 June 2008, the complainant filed a motion xxxx for computation of backwages and issuance of subpoena to the personnel manager/payroll officer or any employee of respondent employer-company to bring documents as well as the Collective Bargaining Agreement in force related to the latest salary/benefits of a Senior Utilities Operator and to testify thereon. This motion was not resolved by the Labor Arbiter. xxxx On 1 July 2008, respondent [UCCI] in its personnel action form xxx admitted complainant's re-instatement salary to be ₱26,614.00 per month. The difference or disparity between the amount of ₱11,194.00 allegedly complainant's salary at the time of his dismissal on 26 February 2006 and ₱26,614.00 salary of complainant for the month of July 2008 should have prompted the Labor Arbiter to dig deeper into the allegations of complainant that he is entitled to other benefits under the CBA, the same to form part of the full backwages awarded to him.

The observations of the CA on this are adopted with approval, to wit:

In the case at bench, it is undisputed that private respondent was a regular employee of petitioner UCCI and a member of UELO. A perusal of the records also shows that his expulsion from the union was deemed unjustified. This was the finding of the Former Sixth Division of this Court in its Decision dated January 18, 2002. Had private respondent not been unlawfully ousted from the union and unjustly terminated from work, he would have been entitled to the benefits being regularly received by the employees of petitioner UCCI who are members of the bargaining unit. As aptly noted by the NLRC, petitioner UCCI failed to submit the documents providing the details of benefits granted to its employees from the time of private respondent's dismissal on February 22, 1996 up to the date of his reinstatement. The presumption that evidence willfully suppressed would be adverse if produced thus applies. Consequently, We

²⁸ *Rollo*, pp. 57-58.

sustain the NLRC's ruling that private respondent's full backwages should be re-computed in order to include the benefits regularly given to petitioner UCCI's employees under the CBA.²⁹

We consider as patent error on the part of the Labor Arbiter to declare that the respondent had not proved his entitlement to the CBA benefits. Accordingly, the remand to enable the proper determination of the CBA benefits that the respondent had been receiving as of February 22, 2006 is proper and necessary.

II UCCI is solely liable for the payment of backwages

The respondent submits that UCCI, as the employer, was solely liable for the payment of backwages. UCCI counters that the NLRC's decision promulgated on November 29, 2000, which the Court already affirmed, declared both UCCI and the UELO as liable for the backwages to the respondent; and insists that because the NLRC's decision had already become final and executory, no modifications thereof can be allowed without violating the rule on immutability of a final decision.

UCCI is mistaken.

The November 29, 2000 decision of the NLRC faulted the UCCI for dismissing the respondent without cause and for non-observance of procedural due process. The body of the decision explained how the UELO had wrongly expelled him from its membership, but such explanation was made only to highlight how the UCCI had not conducted its own investigation of the circumstances behind his expulsion in order to determine for itself whether or not the union security clause was applicable. Although the NLRC did not include in the body of its decision anything to the effect that UELO should be liable for the respondent's expulsion, it nonetheless decreed:

WHEREFORE, premises considered, the appeal is GRANTED. The Decision appealed from is SET ASIDE and a new one entered **finding respondents liable for illegal dismissal and ordering them to reinstate complainant to his former position without loss of seniority rights and with full backwages** from the date of dismissal on 22 February 1996 to the date of actual reinstatement.

SO ORDERED.³⁰

²⁹ Id. at 43-44.

³⁰ Id. at 88 (bold underscoring supplied for emphasis).

There is thus a conflict between the body of the decision and the dispositive portion or the *fallo*. As a rule, the *fallo* controls in such a situation on the theory that the *fallo* is the final order, while the opinion stated in the body is a mere statement ordering nothing.³¹ However, where the inevitable conclusion from the body of the decision is so clear as to show that there was a mistake in the dispositive portion, the body of the decision should prevail.³² Indeed, the rationality of the decision should justify the *fallo*. To say otherwise is to tolerate a farce. We have no doubt at all that the exception fully applies herein.

Verily, the petitioner, as the employer effecting the unlawful dismissal, was solely liable for the backwages of the respondent, its employee. In *General Milling Corporation v. Casio*,³³ we explained the liability of the employer in case of the unlawful termination pursuant to the union security provision of the CBA, *viz.*:

x x x x Despite a closed shop provision in the CBA and the expulsion of Casio, *et al.* from IBP-Local 31, law and jurisprudence imposes upon GMC the obligation to accord Casio, *et al.* substantive and procedural due process before complying with the demand of IBP-Local 31 to dismiss the expelled union members from service. The failure of GMC to carry out this obligation makes it liable for illegal dismissal of Casio, *et al.*

In *Malayang Samahan ng mga Manggagawa sa M. Greenfield*, the Court held that notwithstanding the fact that the dismissal was at the instance of the federation and that the federation undertook to hold the company free from any liability resulting from the dismissal of several employees, the company may still be held liable if it was remiss in its duty to accord the would-be dismissed employees their right to be heard on the matter.

III

The interest rate to be imposed on the judgment award

The position of the respondent that the interest rate to be imposed on the monetary award should be fixed at 12% *per annum* reckoned from the finality of the decision of the NLRC until full payment is warranted and upheld. Pursuant to Article 2209 of the *Civil Code*,³⁴ interest at the legal rate should be imposed on the monetary awards in favor of the respondent

³¹ *Florentino v. Rivera*, G.R. No. 167968, January 23, 2006, 479 SCRA 522, 528-529; *Asian Center for Career and Employment System and Services, Inc. (ACCESS) v. NLRC*, G.R. No. 131656, October 12, 1998, 297 SCRA 727, 731.

³² *Asian Center for Career and Employment System and Services, Inc. (ACCESS) v. NLRC*, G.R. No. 131656, October 12, 1998, 297 SCRA 727, 731-732.

³³ G.R. No. 149552, March 10, 2010, 615 SCRA 13, 37.

³⁴ Article 2209. If the obligation consists in the payment of a sum of money, and the debtor incurs in delay, the indemnity for damages, there being no stipulation to the contrary, shall be the payment of the interest agreed upon, and in the absence of stipulation, the legal interest, which is six per cent per annum. (1108)

because UCCI incurred a delay in discharging its legal obligations to pay him full backwages. In *BPI Employees Union-Metro Manila*,³⁵ the Court, conformably with *Eastern Shipping Lines, Inc. v. Court of Appeals*,³⁶ imposed interest of 12% *per annum* on the monetary award in favor of the employee from the finality of the decision until full satisfaction “for the delay caused.” Considering that the decision of the NLRC in favor of the respondent became final and executory on November 17, 2003, *Eastern Shipping Lines, Inc.* was the prevailing rule on the legal rate of interest.


WHEREFORE, the Court **GRANTS** the Motion for Substitution filed by the Heirs of Victoriano B. Valmores, and, accordingly, **AUTHORIZES** the substitution of the respondent by his parents Spouses Isaias A. Valmores, Sr. and Leonarda B. Valmores; **DENIES** the petition for review on *certiorari* for its lack of merit; and **AFFIRMS** the decision promulgated on August 23, 2011 by the Court of Appeals, subject to the following **MODIFICATIONS**, namely:

(a) **REMANDING** the case to the Labor Arbiter for the recomputation of respondent Victoriano B. Valmores’ full backwages using the base figure of ₱11,194.00 plus the other benefits and allowances granted under the Collective Bargaining Agreement being regularly received by him as of February 22, 1996, and

(b) **DECLARING** petitioner United Coconut Chemicals, Inc. solely liable to pay the respondent’s full backwages plus legal interest of 12% *per annum* of the total monetary awards computed from finality of the illegal dismissal case on November 17, 2003 until their full satisfaction.

Costs of suit to be paid by the petitioner.

SO ORDERED.


LUCAS P. BERSAMIN
Associate Justice

WE CONCUR:


PRESBITERO J. VELASCO, JR.
Associate Justice

³⁵ Supra note 23.

³⁶ G.R. No. 97412, July 12, 1994, 234 SCRA 78.

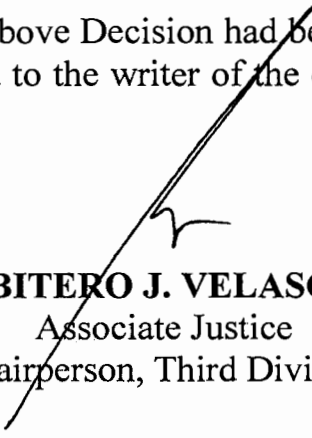
(On Wellness Leave)
MARIANO C. DEL CASTILLO
Associate Justice


SAMUEL R. MARTIRES
Associate Justice


NOEL GIMENEZ TIJAM
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

CERTIFIED TRUE COPY

Mis-DCBatt
MISABEL DOMINGO C. BATTUNG III
Deputy Division Clerk of Court
Third Division
AUG 17 2017


MARIA LOURDES P. A. SERENO
Chief Justice