Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

VISAYAN ELECTRIC COMPANY EMPLOYEES UNION-ALU-TUCP and CASMERO MAHILUM, Petitioners,	**G.R. No. 205575**
-versus-	Present: PERALTA,* *J.* BERSAMIN, *J.*, Acting Chairperson,** PEREZ, PERLAS-BERNABE, and LEONEN,*** *JJ.*
VISAYAN ELECTRIC COMPANY, INC. (VECO), Respondent.	Promulgated: JUL 22 2015

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DECISION

PERLAS -BERNABE, *J.*:

Assailed in this petition for review on *certiorari*[1] are the Resolutions dated September 25, 2012[2] and December 19, 2012[3] of the Court of Appeals (CA) in CA-G.R. SP No. 06329, which dismissed the *certiorari* petition filed by petitioners Visayan Electric Company Employees Union-ALU-TUCP (the Union) and Casmero Mahilum (Mahilum; collectively petitioners) against the Decision[4] dated June 30, 2011 of the National Labor Relations Commission (NLRC) in NLRC CC(V)-12-000003-10 (NCMB-RBVII-NS-10-12-10) for failure of their new counsel to show cause why their *certiorari* petition should not be dismissed for having been filed beyond the reglementary period.

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* Designated Acting Member per Special Order No. 2103 dated July 13, 2015.
** Per Special Order No. 2102 dated July 13, 2015.
*** Designated Acting Member per Special Order No. 2108 dated July 13, 2015.
1 *Rollo*, pp. 12-40.
2 Id. at 44-45. Penned by Associate Justice Melchor Q. C. Sadang with Executive Justice Pampio A. Abarintos and Associate Justice Gabriel T. Ingles concurring.
3 Id. at 47-48. Penned by Associate Justice Gabriel T. Ingles with Associate Justices Pampio A. Abarintos and Carmelita Salandahan-Manahan concurring.
4 Id. at 374-401. Penned by Presiding Commissioner Violeta Ortiz-Bantug with Commissioners Aurelio D. Menzon and Julie C. Rendoque concurring.

The Facts

Respondent Visayan Electric Company, Inc. (VECO) is a corporation engaged in the supply and distribution of electricity in Cebu City and its neighboring cities, municipalities, and barangays.[5] The Union is the exclusive bargaining agent of VECO's rank-and-file employees, and Mahilum was the Union's president from October 2007 until his termination from employment on October 28, 2010.[6]

It was claimed that, before Mahilum was elected as union officer, he was transferred from VECO's Public Relations Section to its Administrative Services Section without any specific work. When he was elected as union secretary, he was transferred to the Line Services Department as its Customer Service Representative.[7] At the time of his election as union president, VECO management allegedly: (*a*) terminated active union members without going through the grievance machinery procedure prescribed under the Collective Bargaining Agreement[8] (CBA); (*b*) refused to implement the profit-sharing scheme provided under the same CBA[9]; (*c*) took back the motorbikes issued to active union members; and (*d*) revised the electricity privilege[10] granted to VECO's employees.[11]

Thus, on May 1, 2009, union members marched on the streets of Cebu City to protest VECO's refusal to comply with the political and economic provisions of the CBA. Mahilum and other union officers were interviewed by the media, and they handed out a document[12] containing their grievances against VECO, the gist of which came out in local newspapers.[13] Following said incident, Mahilum was allegedly demoted as warehouse staff to isolate him and restrict his movements. Other union officers were transferred to positions that will keep them away from the general union membership.[14]

On May 8, 2009, Mahilum was issued a Notice to Explain[15] why he should not be terminated from service due to loss of trust and confidence, as well as in violating the Company Code of Discipline, for causing the publication of what VECO deemed as a libelous article. The other union officers likewise received similar notices[16] for them to explain their actions, which they justified[17] as merely an expression of their collective sentiments

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5 Id. at 14, 58, and 517.
6 Id. at 377.
7 Id. at 378.
8 Id. at 245-273.
9 Particularly Section 1, Article X of the CBA. See id. at 255.
10 See id. at 274-275.
11 Id. at 378-379.
12 See Press Release; id. at 323-324.
13 See id. at 325-326 and 379-382.
14 Id. at 382.
15 Id. at 327-328.
16 Dated May 12, 2009, which also included Mahilum as addressee; id. at 330-331.
17 See separate letters of Mahilum and other union officers; id. at 329 and 332-341.

against the treatment of VECO's management towards them.[18]

On May 20, 2009, the union officers were notified[19] of the administrative investigation to be conducted relative to the charges against them. During the scheduled investigation, the Union's counsel initially raised its objection to the proceedings and insisted that the investigation should be conducted through the grievance machinery procedure, as provided in the CBA.[20] However, upon the agreement to proceed with the investigation of the Union Vice President, Renato Gregorio M. Gimenez (Gimenez), through his own counsel, Mahilum and the other union officers likewise agreed to proceed with the aforesaid investigation, with Gimenez's counsel representing the Union.[21]

Prior to the said investigation, the Union filed on May 18, 2009, a Notice of Strike[22] with the National Conciliation and Mediation Board (NCMB) against VECO, which facilitated a series of conferences that yielded a Memorandum of Agreement[23] (MOA) signed by the parties on August 7, 2009.[24] The parties likewise put to rest the critical issue of electricity privilege and agreed before the NCMB on a conversion rate of said privilege to basic pay. Moreover, the administrative investigation on the alleged libelous publication was deferred until after the CBA renegotiation.[25]

However, even before the conclusion of the CBA renegotiation[26] on June 28, 2010, several complaints for libel were filed against Mahilum and the other union officers by VECO's Executive Vice President and Chief Operating Officer Jaime Jose Y. Aboitiz.[27] The administrative hearing on the charges against Mahilum resumed with due notice to the latter, but he protested the same, referring to it as "*moro-moro*" or "kangaroo" and insisting that the investigation should follow the grievance machinery procedure under the CBA.[28] Nonetheless, VECO's management carried on with its investigation and, on the basis of the findings thereof, issued a notice[29] terminating Mahilum from employment on October 28, 2010.[30]

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18 Id. at 382-383.
19 See separate notices dated May 20, 2009; id. at 344-352.
20 Particulary Section 4, Article XVII of the CBA. See id. at 263-264.
21 Id. at 154 and 383.
22 Id. at 342-343.
23 Id. at 353-355.
24 Id. at 384.
25 Id. at 385.
26 See Renegotiated Collective Bargaining Agreement; id. at 157-160.
27 Id. at 386.
28 See letter dated October 21, 2010; id. at 369-370.
29 See Notice of Decision; id. at 140-144.
30 Id. at 388.

On even date, the Union filed another Notice of Strike[31] with the NCMB against VECO on the grounds of unfair labor practice, specifically union busting – for the dismissal and/or suspension of its union president and officers, refusal to bargain collectively, as well as non-observance of the grievance procedure in their CBA.[32] To avert any work stoppage that will prejudice VECO's power distribution activity, the Secretary of Labor intervened and issued an Order[33] dated November 10, 2010 certifying the labor dispute to the NLRC for compulsory arbitration.[34] Consequently, the strike was enjoined; Mahilum was ordered reinstated in the payroll; and the parties were directed to refrain from committing any act that would exacerbate the situation.[35]

The NLRC Ruling

After submission of the respective position papers[36] of both parties, the NLRC Seventh Division rendered Decision[37] on June 30, 2011 dismissing the charge of unfair labor practice against VECO for lack of merit, and declaring Mahilum's dismissal from employment as legal.

The NLRC found VECO to have acted within the bounds of law when it administratively investigated the suspended or terminated employees and union officers/members, instead of subjecting their respective cases to the grievance machinery procedure provided in the CBA.[38] In resolving apparently conflicting provisions in the CBA, the NLRC applied the **specific** provision found in Section 13 of Article XIV that disciplinary actions shall be governed by the rules and regulations promulgated by the company. Since the administrative investigations conducted by VECO were found to have complied with procedural due process requirements, there was no unfair labor practice to speak of.[39]

On the matter of Mahilum's dismissal and the filing of criminal cases against the union officers, the NLRC found no substantial evidence to prove the imputation of union busting. Similarly unsubstantiated were the allegations of fraud and deceit in hiring and contracting out services for functions performed by union members, and declaring certain positions confidential and transferring union members to other positions without prior discussions, thereby allegedly interfering with their right to self-organization and reducing union membership.[40]

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31 Id. at 170-171.
32 Id. at 171.
33 Not attached to the *rollo*.
34 Id. at 375.
35 Id.
36 See Position Paper of the Union; id. at 59-87 and Position Paper of VECO; id. at 148-220.
37 Id. at 374-401.
38 Id. at 393.
39 See id. at 390-393.
40 See id. at 394-395.

The issue on VECO's alleged modification of the electricity privilege, which the Union claimed as violative of the CBA, was declared mooted by the MOA entered into between the parties, with the assistance of the NCMB, providing for, *inter alia*, electricity privilege conversion to basic pay. This was subsequently incorporated in the Renegotiated CBA dated June 28, 2010.[41]

Finally, the NLRC ruled that Mahilum was terminated for a just and valid cause under Article 282 (c) of the Labor Code, *i.e.*, *fraud or willful breach of trust by the employee of the trust reposed in him by his employer or duly authorized representative*, when he, together with some other union officers, caused the publication of a document which was deemed to have dishonored and blackened the memory of former corporate officer Luis Alfonso Y. Aboitiz, besmirched VECO's name and reputation, and exposed the latter to public hatred, contempt, and ridicule.[42]

Aggrieved, petitioners filed a motion for reconsideration[43] from the foregoing NLRC Decision, which was denied in a Resolution[44] dated July 29, 2011. They received said Resolution on August 18, 2011.[45]

On October 18, 2011, petitioners elevated their case to the CA on *certiorari* petition,[46] docketed as CA-G.R. SP No. 06329, imputing grave abuse of discretion amounting to lack or excess of jurisdiction on the part of the NLRC.

On February 29, 2012, the CA issued a Resolution[47] directing petitioners to show cause why the *certiorari* petition should not be dismissed for having been filed "one day behind the reglementary period."[48]

On March 13, 2012, Atty. Jonas V. Asis (Atty. Asis) from the Seno Mendoza & Associates Law Offices filed in behalf of petitioners a Manifestation/Explanation[49] claiming that "there was unintended error/mistake in the computation of the period,"[50] and that there was no prejudice caused to VECO by the "unintended one-day late filing of the petition."[51]

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41 See id. at 395-396.
42 See id. at 397-400.
43 Id. at 402-435.
44 Id. at 438-439.
45 Id. at 443 and 492.
46 Id. at 440-489.
47 Id. at 492-493. Penned by Associate JusticeAbraham B. Borreta with Associate Justices Myra V. Garcia-Fernandez and Nina G. Antonio-Valenzuela concurring.
48 Id. at 493.
49 Id. at 501-505.
50 Id. at 503.
51 Id. at 502.

The CA Ruling

On September 25, 2012, the CA issued the assailed September 25, 2012 Resolution[52] pointing out that on March 7, 2012, petitioners had filed a Manifestation[53] that they had terminated the services of Atty. Asis and the Seno Mendoza & Associates as their counsel in this case, and have contracted the services of Atty. Remigio D. Saladero, Jr. (Atty. Saladero) as their new counsel. Consequently, the CA deemed as not filed the Manifestation/Explanation filed by Atty. Asis, and dismissed the *certiorari* petition for failure of Atty. Saladero to comply with the Resolution dated February 29, 2012.

The motion for reconsideration[54] filed by Atty. Saladero imploring the CA to consider the Manifestation/Explanation filed by Atty. Asis despite the fact that he was no longer petitioners' counsel of record was denied in a Resolution[55] dated December 19, 2012 for lack of merit.

The Issue

Undeterred, petitioners are now before the Court maintaining that the CA erred in dismissing the *certiorari* petition on account of the one-day delay in its filing despite the serious errors committed by the NLRC in absolving VECO from the charge of unfair labor practice and illegal dismissal of Mahilum.

The Court's Ruling

The petition is not impressed with merit.

Under Section 4, Rule 65 of the 1997 Rules of Civil Procedure, *certiorari* should be filed "**not later than sixty (60) days** from notice of the judgment, order or resolution" sought to be assailed. The provisions on reglementary periods are strictly applied, indispensable as they are to the prevention of needless delays, and are necessary to the orderly and speedy discharge of judicial business. The timeliness of filing a pleading is a jurisdictional caveat that even this Court cannot trifle with.[56]

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52 Id. at 44-45. Penned by Associate Justice Melchor Q.C. Sadang, with Associate Justices Pampio A. Abarintos and Gabriel T. Ingles concurring.

53 Dated February 25, 2012. Id. at 494-495.

54 Id. at 49-57.

55 Id. at 47-48.

56 *Labao v. Flores*, G.R. No. 187984, November 15, 2010, 634 SCRA 723, 731-732.

The Union admittedly[57] received on August 18, 2011 the NLRC's July 29, 2011 Resolution, which denied their motion for reconsideration of the NLRC's June 30, 2011 Decision. Therefore, the 60-day period within which to file a petition for *certiorari* ended on October 17, 2011. But the *certiorari* petition was filed one day after, or on October 18, 2011. Thus, petitioners' failure to file said petition within the required 60-day period rendered the NLRC's Decision and Resolution impervious to any attack through a Rule 65 petition for *certiorari*, and no court can exercise jurisdiction to review the same.[58]

Petitioners adamantly insist, however, that the "one-day delay occasioned by an honest mistake in the computation of dates should have been overlooked by the CA in favor of substantial justice."[59] Their former counsel, Atty. Asis, allegedly thought in good faith that the month of August has thirty (30) days, and that sixty (60) days from August 18, 2011 is October 18, 2011.[60]

The Court is not convinced.

First. The fact that the delay in the filing of the petition for *certiorari* was only one day is **not** a legal justification for non-compliance with the rule requiring that it be filed not later than sixty (60) days from notice of the assailed judgment, order or resolution. The Court cannot subscribe to the theory that the ends of justice would be better subserved by allowing a petition for *certiorari* filed only one-day late. When the law fixes sixty (60) days, it cannot be taken to mean also sixty-one (61) days, as the Court had previously declared in this wise:

> [W]hen the law fixes thirty days [or sixty days as in the present case], we cannot take it to mean also thirty-one days. If that deadline could be stretched to thirty-one days in one case, what would prevent its being further stretched to thirty-two days in another case, and so on, step by step, until the original line is forgotten or buried in the growing confusion resulting from the alterations? That is intolerable. We cannot fix a period with the solemnity of a statute and disregard it like a joke. If law is founded on reason, whim and fancy should play no part in its application.[61]

Second. While it is always in the power of the Court to suspend its own rules, or to except a particular case from its operation,[62] the liberality with which equity jurisdiction is exercised must always be anchored on the

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57 *Rollo*, pp. 443 and 492.

58 *See Labao v. Flores*, supra note 56, at 734, as cited also in *Thenamaris Philippines, Inc. v. CA*, G.R. No. 191215, February 3, 2014, 715 SCRA 153, 169.

59 *Rollo*, p. 26.

60 Id. at 25.

61 *Trans International v. CA*, 358 Phil. 369, 378 (1998), citing *Velasco v. Ortiz*, 263 Phil. 210, 219 (1990), further citing *Reyes v. CA*, 74 Phil. 235, 238 (1943).

62 *Mangahas v. CA*, 588 Phil. 61, 82 (2008).

basic consideration that the same must be warranted by the circumstances obtaining in the case.[63] However, there is no showing herein of any exceptional circumstance that may rationalize a digression from the rule on timeliness of petitions.

Moreover, petitioners failed to satisfactorily show that the refusal of VECO to follow the grievance machinery procedure under Section 4, Article XVII of the CBA in the suspension and termination from employment of the other union officers and members constituted unfair labor practice.

True, it is a fundamental doctrine in labor law that the CBA is the law between the parties and they are obliged to comply with its provisions. If the provisions of the CBA seem clear and unambiguous, the literal meaning of their stipulations shall control. However, as in this case, when general and specific provisions of the CBA are inconsistent, the **specific provision shall be paramount** to and govern the general provision.[64]

Section 4, Article XVII of the CBA states that "(a)ny difference of opinion, controversy, dispute problem or complaint arising from Company-Union or Company-Worker relations concerning the interpretation or application of this Agreement or regarding any matter affecting Company-Union or Company-Worker relations shall be considered a grievance."[65] On the other hand, under Section 13, Article XIV, "(t)he Company agrees that henceforth there shall be a fair and uniform application of its rules and regulations. It is understood that disciplinary actions imposed on employee or laborer shall be governed by the rules and regulations promulgated by the Company as well as those provided for by existing laws on the matter."[66]

The Court is in accord with the ratiocination of the NLRC that the sweeping statement "any matter affecting Company-Union or Company-Worker relations shall be considered a grievance" under Section 4, Article XVII is general, as opposed to Section 13, Article XIV of the CBA, which is specific, as it precisely refers to "what governs employee disciplinary actions."[67] Thus, the NLRC correctly ruled that VECO acted within the bounds of law when it proceeded with its administrative investigation of the charges against other union officers and members.

This is consistent with jurisprudential rulings supporting an employer's free reign and "wide latitude of discretion to regulate all aspects of employment, including the **prerogative to instill discipline in its employees and to impose penalties, including dismissal, upon erring employees**. This is management prerogative, where the free will of

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63 Id. at 85.
64 *TSPIC Corporation v. TSPIC Employees Union (FFW)*, 568 Phil. 774, 785 (2008).
65 *Rollo*, p. 263.
66 Id. at 261.
67 Id. at 393.

management to conduct its own affairs to achieve its purpose takes form. The only criterion to guide the exercise of its management prerogative is that the policies, rules[,] and regulations on work-related activities of the employees must always be fair and reasonable[,] and the corresponding penalties, when prescribed, are commensurate to the offense involved and to the degree of the infraction."[68] The Labor Code does not excuse employees from complying with valid company policies and reasonable regulations for their governance and guidance.[69]

Delving now into the merits of Mahilum's dismissal, the Court holds that the two requisites for a valid dismissal from employment have been met, namely: (1) it must be for a just or authorized cause; and (2) the employee must be afforded due process.[70]

VECO anchored its termination of Mahilum on Article 282 (c) of the Labor Code and Articles 5.1 and 4.4[71] of VECO's Company Code of Discipline, which read as follows:

Article 282 (c) of the Labor Code:

> Art. 282. *Termination By Employer.* – An employer may terminate an employment for any of the following causes:
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> x x x x
>
> (c) fraud or willful breach of trust by the employee of the trust reposed in him by his employer or duly authorized representative;

Company Code of Discipline:

> Art. 5.1 Every employee shall uphold company trust and confidence as well as the trust relationship between the company and its customers/suppliers.
>
> Art. 4.4 Every employee shall willfully respect the honor or person of his immediate superior and/or department head or company officers.

VECO found the following "Press Release",[72] which Mahilum, together with other union officers, caused to be published, as libelous for dishonoring and blackening the memory of then corporate officer Luis Alfonso Y. Aboitiz, as well as for maliciously impeaching and besmirching the company's name and reputation:

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68 *The Coca-Cola Export Corporation v. Gacayan*, 653 Phil. 45, 68 (2010).

69 *Peckson v. Robinson's Supermarket Corporation*, G.R. No. 198534, July 3, 2013, 700 SCRA 668, 679, citing *Rural Bank of Cantilan, Inc. v. Julve*, 545 Phil. 619, 624 (2007).

70 *Central Pangasinan Electric Cooperative, Inc. v. Macaraeg*, 443 Phil. 866, 874 (2003).

71 See *rollo*, p. 652.

72 Id. at 323-324.

> VECEU-ALU President, Casmero A. Mahilum, said that since 2004 up to present the new VECO Management under the administration of the Aboitizes unceasingly attack the local Union by continuously limit (*sic*) its membership and diminish (*sic*) and/or abolish (*sic*) worker's benefits and privileges stipulated in the CBA. x x x. Through clever use of psychological warfare, intimidation, deception, divide and rule tactic and taking great advantage of the weakness of the Union especially of the leadership during that time, the [new] Management under the late Alfonso Y. Aboitiz was able to secure a Memorandum of Agreement (MOA) signed by the Union and Management representatives and ratified by the General Membership that gave Management more flexibility in dealing with labor. x x x.
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> x x x x
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> The [l]ocal Union wrote a letter to Mr. Aboitiz expressing full support of his campaign for energy conservation x x x. But Mr. Aboitiz was too hard and too arrogant to deal with. x x x.
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> x x x. We, therefore, ask the general public to understand our plight and support our actions. We also urge everyone to oppose any electricity rate increase filed by VECO and NAPOCOR at the Energy Regulatory Commission (ERC). Any rate increase in the electricity will only worsen the already burdened public and further increase profits for the Aboitizes. The entire Union membership are one with you in condemning such increase and brazen connivance of VECO and NAPOCOR to justify increases in electricity rate.
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> x x x x[73]

The Court has consistently held that "x x x loss of trust and confidence must be based on willful breach of the trust reposed in the employee by his employer. Such breach is willful if it is done intentionally, knowingly, and purposely, without justifiable excuse, as distinguished from an act done carelessly, thoughtlessly, heedlessly or inadvertently. Moreover, it must be based on substantial evidence and not on the employer's whims or caprices or suspicions[,] otherwise, the employee would eternally remain at the mercy of the employer. x x x. And, in order to constitute a just cause for dismissal, the act complained of must be work-related and show that the employee concerned is unfit to continue working for the employer. In addition, loss of confidence x x x is premised on the fact that the employee concerned holds a position of responsibility, trust, and confidence or that the employee concerned is entrusted with confidence with respect to delicate matters, such as handling or care and protection of the property and assets of the employer. The betrayal of this trust is the essence of the offense for which an employee is penalized."[74]

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[73] *Rollo*, pp. 323-324. See also id. at 398-399.

[74] *Villanueva, Jr. v. NLRC*, G.R. No. 176893, June 13, 2012, 672 SCRA 243, 254-256, citing *Cruz v. CA*, 527 Phil 230, 242-243 (2006).

Mahilum's attempt to rationalize his act as part of his "moral, legal or social duty x x x to make known his legitimate perception"[75] against VECO does not, in any way, detract from the indubitable fact that he intentionally, knowingly, and purposely caused the aforequoted "disparaging publication." Neither can he hide behind the claim that the press release was simply "an expression of a valid grievance."[76] As the NLRC aptly pointed out, "(i)nstead of him and the rest of the union officers bringing their sentiments and/or grievances against the management to the proper forum, they intentionally, knowingly and purposefully breached their employer's trust, by issuing x x x derogatory statements and causing their publication, apparently, to incite public condemnation against the latter."[77] It bears noting that, while petitioners harp on the refusal of VECO to follow the grievance machinery procedure under the CBA, they conveniently forgot that they themselves shunned the very procedure to which they now hang by a thread.

Moreover, the Court is unmoved by Mahilum's insistence that there was nothing in his position which called for management's trust and confidence in him.[78] The NLRC, whose findings of facts and conclusions are generally accorded not only great weight and respect but even with finality, correctly held that, as Customer Service Representative, Mahilum occupied a position of responsibility especially in dealing with VECO's clients.[79] His duties and responsibilities included: (1) accepting pertinent documents and processing electrical service applications; (2) verifying authenticity of documents submitted; (3) interviewing customer-applicant on applications, complaints, and requests; (4) preparing job assignment of service inspectors; (5) filing all service orders of inspectors; (6) assessing and accepting bill deposits; (7) preparing and facilitating signing of Metered Service Contract; (8) issuing service order for meter-related activities; (9) verifying existing account of customer-applicant and approving account clearances; (10) accepting payment of bills from customer-applicant for account clearances; and (11) processing payment arrangements of customers.[80] His performance was measured according to how he: (1) handled customers' transactions; (2) made decisions in processing customers' applications and payment arrangements; and (3) maintained posture at all times in handling customers' transactions even with angry customers.[81]

It is clear from the foregoing that Mahilum was not an ordinary rank-and-file employee. His job entailed the observance of proper company procedures relating to processing and determination of electrical service applications culminating in the signing of service contracts, which constitutes the very lifeblood of VECO's existence. He was further entrusted with handling the accounts of customers and accepting payments from them.

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75 *Rollo*, p. 34.
76 Id. at 33.
77 Id. at 399.
78 Id. at 31.
79 Id. at 399-400.
80 Id. at 244.
81 Id.

Not only that, it was his duty to address customer complaints and requests. Being a frontliner of VECO, with the most consistent and direct interaction with customers, Mahilum's job involved a high degree of responsibility requiring a substantial amount of trust and confidence on the part of his employer, *i.e.,* VECO.

However, with the derogatory statements issued by Mahilum that were intended to incite, not just public condemnation of VECO, but antagonism and obstruction against rate increases in electricity that it may be allowed, by law, to fix, there can be no dispute that VECO, indeed, had lost its trust and confidence in Mahilum and his ability to perform his tasks with utmost efficiency and loyalty expected of an employee entrusted to handle customers and funds. Settled is the rule that an employer cannot be compelled to retain an employee who is guilty of acts inimical to the interests of the employer. A company has the right to dismiss its employee if only as a measure of self-protection.[82]

Thus, Mahilum was terminated for a just and valid cause. Moreover, as declared by the NLRC, VECO complied with the procedural due process requirements of furnishing Mahilum with two written notices before the termination of employment can be effected. On May 8, 2009,[83] Mahilum was apprised of the particular acts for which his termination was sought; and, after due investigation, he was given a Notice of Decision[84] on October 28, 2010 informing him of his dismissal from service.

The fact that Mahilum served the company for a considerable period of time will not help his cause. It is well to emphasize that the longer an employee stays in the service of the company, the greater is his responsibility for knowledge and compliance with the norms of conduct and the code of discipline in the company.[85]

As a final word, while it is the state's responsibility to afford protection to labor, this policy should not be used as an instrument to oppress management and capital. In resolving disputes between labor and capital, fairness and justice should always prevail. Social justice does not mandate that every dispute should be automatically decided in favor of labor. Justice is to be granted to the deserving and dispensed in the light of the established facts and the applicable law and doctrine.[86]

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82 *Cruz, Jr. v. CA*, supra note 73, at 246.

83 See Notice to Explain; *rollo*, pp. 327-328.

84 Id. at 140-144.

85 *Central Pangasinan Electric Cooperative, Inc. v. Macaraeg*, supra note 69, at 877.

86 See *TSPIC Corporation v. TSPIC Employees Union (FFW)*, supra note 63, at 791-792, citing also *Norkis Free and Independent Workers Union v. Norkis Trading Company, Inc.*, 501 Phil. 170, 181-182 (2005).

WHEREFORE, the instant petition is hereby **DENIED**.

SO ORDERED.

ESTELA M. PERLAS-BERNABE
Associate Justice

WE CONCUR:

DIOSDADO M. PERALTA
Associate Justice

LUCAS P. BERSAMIN
Associate Justice
Acting Chairperson

JOSE PORTUGAL PEREZ
Associate Justice

MARVIC M.V.F. LEONEN
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.

LUCAS P. BERSAMIN
Associate Justice
Acting Chairperson, First Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Acting 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.

ANTONIO T. CARPIO
Acting Chief Justice