SUPREME COURT
SECOND DIVISION

ESTRELLITA AGUILAR,
***Petitioner*,**

-versus-

G.R. No. 100878
December 2, 1992

THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION (NLRC), FIRST DIVISION, WACK WACK GOLF AND COUNTRY CLUB AND COL. PERFECTO V. EUGENIO,
***Respondents*.**
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D E C I S I O N

CAMPOS, JR., *J.*:

This Petition for *Certiorari* seeks to annul and set aside the Decision[*] of the National Labor Relations Commission (NLRC) dated December 11, 1990 in NLRC NCR CASE No. 00-08-03479-88

entitled “ESTRELLITA AGUILAR vs. WACK WACK GOLF AND COUNTRY CLUB and COL. PERFECTO N. EUGENIO” which reversed the Decision[**] of the Labor Arbiter declaring the dismissal of petitioner Estrellita Aguilar illegal and ordering the reinstatement of complainant to her former position without loss of seniority rights and with full backwages from the time she was illegally dismissed up to the time she is actually reinstated.

The facts, as culled by the Solicitor General, are as follows:

Wack Wack Golf and Country Club (CLUB, for brevity) operates two (2) golf courses known as the East Course and the West Course, runs a Clubhouse with a restaurant and bar thereat, and maintains other sports facilities for its one thousand three hundred ten (1,310) members at its compound along Shaw Boulevard, Mandaluyong, Metro Manila. Col. Perfecto Eugenio is its General Manager.

In the course of its operation, the CLUB employed petitioner Estrellita Aguilar (petitioner, for brevity) for twenty three (23) years prior to her alleged “illegal dismissal” on May 12, 1988. The last position she held was that of an Accounting Clerk for which she received a monthly salary of Three Thousand Two Hundred Eighty Five Pesos (P3,285.00).[1]

Prior to August 1, 1986, the CLUB had been incurring continuous losses in its restaurant and bar operations. To remedy the situation, the CLUB imposed a patronage fee of Two Hundred Pesos (P200.00) per member starting August 1, 1986 pursuant to a Board Resolution dated June 25, 1986. Under said Board Resolution, CLUB members whose restaurant and bar bills/chits do not exceed Two Hundred Pesos (P200.00) a month are to be charged an additional amount equivalent to the difference between their bills/chits and the patronage fee of P200.00. And CLUB members who do not avail of the restaurant and bar services will be charged P200.00 a month.[2]

On several occasions, petitioner, without the knowledge and consent of the CLUB management, ordered and consumed food from the CLUB restaurant/bar and charged them against the patronage fees of Jose Ma. Ozamis, Martin Cepeda, Roberto Reverente and Alex Yu Gonzales, all CLUB members.[3]

On January 29, 1988, the CLUB, upon discovery of petitioner's misconduct, sent a written notice of charges against her, but she refused to receive it. The CLUB then conducted an investigation. Petitioner executed a written statement on January 31, 1988, explaining her side.[4]

During the investigation, petitioner was reminded that she was not allowed under CLUB rules to sign restaurant and bar bills/chit chargeable to the patronage fees of CLUB members. Nonetheless, petitioner continued to do so.[5]

On May 10, 1988, petitioner was dismissed for violation of House Rule (A), Section 15 (a); House Rule (B), Section 7, as amended; and for serious misconduct and breach of trust.[6]

On August 16, 1988, petitioner filed a Complaint for Illegal Dismissal against the CLUB and Col. Eugenio before the NLRC-NCR, Manila.

On March 10, 1989, the Labor Arbiter rendered his decision, the dispositive portion of which reads as follows:

> "WHEREFORE, judgment is hereby rendered in favor of the complainant and against the respondents ordering the latter, as follows:
>
> (a) To reinstate complainant to her former position without loss of seniority rights and with full backwages from the time she was illegally dismissed up to the time she is actually reinstated;
>
> (b) To pay the sum of P30,000.00 for moral and exemplary damages; and
>
> (c) To pay attorney's fees equivalent to ten (10%) percent of the award.
>
> SO ORDERED."[7]

Not contented with the decision, private respondent CLUB appealed to the NLRC. On December 11, 1991, the NLRC rendered its decision, the dispositive portion of which reads as follows:

> "WHEREFORE, the decision appealed from is hereby rendered and a new one entered ordering herein respondent Golf Club to pay complainant an amount of P9,000.00 as financial assistance.
>
> SO ORDERED."[8]

Petitioner's motion for reconsideration was denied on June 25, 1991. Hence this petition.

The primordial issue to be resolved is whether or not petitioner violated any company rules and regulations when she signed the chits for and in behalf of CLUB members.

Petitioner contends that House Rule (A), Section 15 (a) and House Rule (B), Section 7, as amended, are applicable only to members of the CLUB and not to petitioner who is merely its employee. That petitioner was able to obtain food from the Bar Grill because of the authorization duly executed by the CLUB members in her favor.

House Rule (A), Section 15 (a) and House Rule (B), Section 7 are as follows:

> "Rule A: General
>
> x x x
>
> SECTION 15. (a) Non-members, guests or visitors cannot sign chits for and in behalf of members.
>
> "Rule B: Minors and Children

x x x

> SECTION 7. That the spouses and dependents be allowed to sign chits for themselves and their guests for F & B and other facilities; provided however, that in case of green fees, the legitimate spouse of a member can sign chits for their guests but only when playing at the West Course and provided further that the member should expressly authorize it in writing."[9] (Emphasis Ours).

The above-quoted rules are applicable to petitioner. There is no showing that petitioner was unaware of said rules and regulations. All she invokes is that the same is not applicable to her being merely an employee of the CLUB.

It is undeniable that petitioner is not a member of the CLUB. Being a non-member, she is prohibited from signing chits for and in behalf of club members notwithstanding any authorization given by them. Furthermore, under Rule (B), Section 7, only the spouses and dependents are allowed to sign chits for themselves and their guests for food and beverages and other facilities. However, in case of green fees, only the legitimate spouse of the member can sign chits for his/her guests but the same must be expressly authorized in writing by the member. Not being any of the persons mentioned in said Rule, petitioner cannot sign chits even if authorized by CLUB members.

Article 282 of the Labor Code provides in part:

> "ARTICLE 282. Termination by Employer. — An employer may terminate an employment for any of the following causes: a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work.
>
> x x x." (Emphasis supplied).

Willful disobedience of the employer's lawful orders, as a just cause for the dismissal of an employee, envisages the concurrence of at least two (2) requisites: the employee's assailed conduct must have been willful or intentional, the willfulness being characterized by a

"wrongful and perverse attitude". The order violated must have been reasonable, lawful, made known to the employee and must pertain to the duties which he had been engaged to discharge.[10]

By petitioner's own admission, she continued signing the restaurant and Bar Grill bills or chits chargeable to the patronage fee of the CLUB members Cepeda and Gonzales even after she had been investigated for such misconduct on January 29, 1988[11] and after she was already made aware that non-members like her cannot sign chits for and in behalf of the CLUB members.

We agree with the NLRC that the acts of herein complainant in defiantly disobeying the rules of the company even after investigation, shows her cavalier attitude which leaves the management no other recourse but to terminate her services. To condone such conduct will certainly erode the discipline that an employer would uniformly enforce so that it can expect compliance with said rules and regulations by its other employees. Otherwise the rules necessary and proper for the operation of its business would be rendered ineffectual.[12] An employer cannot legally be compelled to continue with the employment of a person who admittedly was guilty of misfeasance or malfeasance towards his employer, and whose continuance in the service of the latter is patently inimical to his interests.[13]

With regards to the award of financial assistance to petitioner, We find that the same is not justified. Petitioner's willful disobedience of the orders of her employer constitutes serious misconduct. As We held in the case of Del Monte Phils., Inc. vs. NLRC,[14] "henceforth separation pay shall be allowed as a measure of social justice only in those instances where the employee is validly dismissed for causes other than serious misconduct or those reflecting on his moral character". Hence, the employer, CLUB, may not be required to give the petitioner separation pay, or financial assistance, or whatever other name it is called, on the ground of social justice.

WHEREFORE, the Decision of the respondent National Labor Relations Commission dated December 11, 1990 is hereby **AFFIRMED** with modification that the award of financial assistance be deleted.

SO ORDERED.

Narvasa, *C.J.*, Feliciano, Regalado and Nocon, *JJ.*, concur.

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[*] Penned by Commissioner Romeo B. Putong and concurred in by Commissioner Vicente S.E. Veloso III. Presiding Commissioner Edna Bonto-Perez took no part.
[**] Penned by Labor Arbiter Emerson C. Tumanon.
[1] Petition, p. 2.
[2] Petition, Annex B, p. 2.
[3] Petition, Annex B, p. 3.
[4] Petition, Annex B, p. 3.
[5] Petition, Annex B, p. 3; Rec., p. 35.
[6] Petition, Annex A, pp. 1-2.
[7] Rollo, p. 29.
[8] Rollo, pp. 44-45.
[9] Rollo, p. 33.
[10] Gold City Integrated Port Services vs. NLRC, 89 SCRA 811 (1990).
[11] Reply, p. 3; Rollo, p. 80.
[12] Soco vs. Mercantile Corporation of Davao, et al., 148 SCRA 526 (1987).
[13] Colgate Palmolive Phils., Inc. vs. Ople, et al., 163 SCRA 323 (1988).
[14] 188 SCRA 370 (1990).
