

AJINOMOTO PHILIPPINES CORP., PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, JOEL MANGGAO, JAIME DIAZ, ALADINO CURIMAO, SAMUEL PALAPAR, LUSTRISINO GUNAY, LEVISTE ABRIO, EDW...

SP No. 113311, October 07, 2010

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Court of Appeals

Before Us is a Petition for Certiorari[1] under Rule 65 of the Rules of Court assailing the Resolution[2] dated August 27, 2009 of public respondent National Labor Relations Commission (NLRC), which reversed and set aside the Decision[3] dated July 6, 2007 of the Labor Arbiter and, in its stead, declared that private respondents were illegally dismissed from employment, the dispositive portion of which reads:

WHEREFORE, premises considered, the appeal is granted the assailed Decision is reversed and set aside.

In lieu thereof, a new one is rendered declaring complainants **ILLEGALLY DISMISSED**. Accordingly, AJINOMOTO PHILS., INC. and/or yutaka kagaya or any of its duly authorized representatives is hereby ordered:

(1) to reinstate complainants to their previous positions or equivalent positions pay without loss of seniority rights and other privileges, except, complainant ALADINO CURIMAO who already died during the pendency of this case, and whose legal heir shall be entitled to the corresponding separation pay computed from June 1997 up to the date of his demise on May 17, 2007;

(2) to pay complainants full BACKWAGES in accordance with Bustamante vs. NLRC ruling, inclusive of equivalent 13th month pay, except, ALADINO CURIMAO whose full backwages shall be computed from the time his compensation was withheld up to May 17, 2007 only;

(3) to indemnify the amount of Php50,000.00 per each complainant as nominal damages for its bad faith in juggling the latter from one labor contractor to another and causing them unnecessary injury and inconvenience and for denying them their proprietary right to regular employment; and

(4) to pay ten percent (10%) of the total amount due to as attorney's fees.

SO ORDERED.[4]

THE FACTS

The case stemmed from the consolidated complaints for illegal dismissal, non-payment of 13th month pay, service incentive leave pay and holiday pay filed by private respondents Jaime Diaz, Joel Manggao, Aladin Curimao, Samuel Palapar, Lustrisino Gunay, Leviste Abrio, Edwin Hapita and Gerald Odrunia against petitioner Ajinomoto Phils., Inc. and its president Yutaka Kagaya, including Tork Philippines, Inc. and its president Genaro T. Yalung. In their respective Position Papers[5], private respondents alleged that they continuously worked for several years with petitioner Ajinomoto, with the details of their employment summarized as follows:

Name

Date Hired

Position

Joel Manggao

1989-2006

machinist/pipe fitter

Jaime Diaz

1996-2006

arc welder

Aladino Curimao

1997-2006

pump mechanic

Samuel Palapar

1999-2006

arc welder

Lustrisino Gunay

1985-2006

arc welder

Leviste Abrio

1999-2006

arc welder

Edwin Hapita

2003-2006

mechanic helper

Gerald Odrunia

2001-2006

piperubber/lining
fabricator

Private respondents were deployed in petitioner Ajinomoto's manufacturing plant in Pasig City through different labor-only contractors, the last of which was Tork Philippines, Inc. (Tork for brevity).[6] Their job assignments in the E2 Fabricator Section and E3 Mechanical Section of petitioner Ajinomoto, alongside with the other regular employees of the company performing the same functions, consist mainly of repairs/replacement of damaged machine parts, fabrication of machine parts and tanks, repair of corroded pipes and other maintenance works. The supervisor assigned at the production Section of petitioner Ajinomoto prepares the job order containing the repairs that need to be done on the machineries. Private respondents had to wait for the instructions from the supervisors of the Fabrication Section and Mechanical Section as to the specifications and methods by which their jobs are to be accomplished. The tools used by private respondents in the performance of their duties like the leveling tools, caliper, threader, wrench, hammer, bench vise, plasma cutting machine, arc welding machine, boring machine and other equipment are owned and supplied by petitioner Ajinomoto.[7]

It was further alleged that private respondents were not enrolled by petitioner Ajinomoto with the Social Security System (SSS). They were neither paid the minimum wage, 13th month pay, overtime pay and holiday pay. Hence, private respondents filed a complaint before the NLRC against petitioner Ajinomoto and Tork Philippines, Inc., asking for their regularization and payment of the said benefits.[8] However, on March 28, 2006, private respondents were prevented by the guards of petitioner Ajinomoto to enter the company's premises.[9]

In their traverse, petitioner Ajinomoto alleged that private respondents were not its employees. They were hired by Tork, an independent contractor engaged in general construction, engineering, designs, fabrications, utility works, operations and maintenance of mechanical facilities and other allied services. Pursuant to a Service Agreement[10] dated October 26, 2005 between petitioner Ajinomoto and Tork, private respondents were engaged by Tork to perform functions for the maintenance machineries and equipment at petitioner Ajinomoto's manufacturing plant. Private respondents' salaries were paid by Tork and petitioner Ajinomoto has no participation or involvement in deciding how much salary was to be paid to them. Petitioner Ajinomoto merely paid Tork and aggregate amount for the services rendered under the contract. Likewise, petitioner has substantial capital and investment in the form of tools and equipment to engage in legitimate labor contracting. As such, it cannot be deemed a labor-only contractor.

For its part, Tork asseverated that private respondents were its contractual employees hired on a piece-work basis. Their services were engaged by Tork only upon receipt of job orders from petitioner Ajinomoto. Sometime in May, June and July 2003, private respondents were contracted as welders and mechanic helpers to repair and replace the pipe racks, platforms, corroded RB pipeline, support catwalk, railing and corroded 4B pipe support at petitioner Ajinomoto's manufacturing plant. Subsequent job orders were awarded by petitioner Ajinomoto in favor of Tork in which private respondents were deployed at the former's premises to do the maintenance services required for a short period of time. Private respondents were paid by Tork on the number of days they actually worked.[11] Further, Tork has been engaged in the business of providing services to other clients in the field of general constructions, engineering, utility works, maintenance of mechanical facilities and others. In fact, Tork's clients included the Cultural Center of the Philippines (CCP), Research Institute for Tropical Medicine (RITM), Taipan Place Condominium Association and others. As of 2005, Tork's total assets in the form of tools and

equipment amounted to P3,352,844.20.[12] Hence, Tork was a legitimate job contractor.

In a Decision[13] dated July 6, 2007, the Labor Arbiter held that petitioner Ajinomoto and Tork entered into a permissible job contracting. The employment of private respondents by Tork as welders, pipe fitters, helpers and machinists at petitioner Ajinomoto's plant did not make them the latter's regular employees. On the other hand, private respondents were employed by Tork, an independent job contractor, on a fixed-term basis. Private respondents' tenure of employment was dependent upon the contract of services entered into by "fork with petitioner Ajinomoto. There was no illegal dismissal since private respondents were the one who abandoned their jobs.

Aggrieved, private respondents appealed to the NLRC.[14]

In the Resolution[15] dated August 27, 2009, the NLRC vacated the decision of the Labor Arbiter and, in its stead, ruled that Tork was labor-only contractor. The mere fact that Tork was registered with the DOLE and was a highly capitalized business enterprise did not necessarily mean that it did not enter into a labor-contracting arrangement with petitioner Ajinomoto. The fact that the tools, machineries and equipment used by private respondents in the performance of their functions actually belonged to petitioner Ajinomoto was corroborated by the regular employees thereof doing identical jobs as private respondents. Petitioner Ajinomoto even exercised control over the private respondents since it determines and prepares the latter's work assignments through job orders. It also appears that almost all of the private respondents had been working with petitioner Ajinomoto through various service contractors long before the signing of the Service Agreement between petitioner Ajinomoto and Tork on October 26, 2005. Further, certain provisions of the Service Agreement show that petitioner Ajinomoto's billing was not based on the result of the job undertaken but on working days and hours of work rendered by private respondents. Hence, private respondents were regular employees of petitioner Ajinomoto. Absent any showing of just or authorized causes in the termination of private respondents, they were deemed to have been illegally dismissed and thus entitled to reinstatement and full backwages. The pertinent portions of the Resolution read:

[W]e are inclined to rule that TORK is not an independent job contractor.' Several factors are present which would indicate a labor-only contracting arrangement between AJINOMOTO and TORK.

First, TORK does not carry an independent business from AJINOMOTO. It was contracted out by AJINOMOTO to provide services of manpower to augment its workforce in the maintenance and Fabrication Sections or even at the Laboratory Section and Fermentation Sections. Even as TORK has its own office and tools and equipments, the tools, machineries and equipments actually used by the complainants when rendering services to AJINOMOTO, especially in accomplishing the assigned jobs in the day-to-day maintenance repairs and other undertakings with the premises are owned and supplied by ajinomoto. To be more specific, the Levelling Tools, Caliper, Threader, Bench Vice, *** and other equipments used in the fabrication of machine parts, rubber lining and maintenance and repair of cyclo reducer, stirrer, super decanter, and other vital machineries that are indispensable for the continuous and efficient operation of the manufacturing plant belonged to AJINOMOTO.

SECOND, AJINOMOTO exercised control over the complainants. Its attempt to refute control by alleging the presence of a TORK supervisor in the work premises did not necessarily mean that TORK has control over its workers ***

In the present case, as alleged by complainants and corroborated by the regular welder/mechanics, helper/mechanic, machinist and tool keeper *** and un rebutted by ajinomoto, complainants before working, had to present their ID to the guard before entering the plant premises; had [to] go to their barracks where they would time-in in their logbook, and then they will proceed and time-in in the logbook at the Mechanical Section E3; had to wait for the Job Orders and instructions from the Production Section what machines in the

Production Section to repair; had to wait for the ajinomoto Supervisors *** to assign/detail them to whose group of regular employees they will join in doing the repair or maintenance jobs for the day, and for the instructions how to accomplish the assigned jobs, and they were under supervision by the foreman *** in accomplishing their jobs.

It was AJINOMOTO who determined and prepared the work assignments of the complainants as per Job Orders. The instructions issued by the supervisors on what and where to repair, replace machineries and equipments in the production line, and how to accomplish the jobs as per Job Orders' proved that ajinomoto exercised control over complainants as their real employer.

Moreover, complainants worked within AJINOMOTO'S premises and processing/manufacturing plant alongside with regular employees-mechanics/ machinist performing identical jobs, a circumstance recognized as indicium of a labor-only constructing. This fact is bolstered by the Joint Affidavits of regular employees and foreman of ajinomoto, stating that the complainants were doing and performing the same and similar jobs like them in the E2 Fabrication Section and E3 Mechanical Section ***

Third, We note that certain provisions of the Service Agreement between AJINOMOTO and tork suggested that the latter's undertaking did not involve a specific job, but rather the supply of manpower. In the Service Agreement of 2005, TORK agreed to furnish AJINOMOTO in its daily operations, manpower to help in the maintenance and fabrication sections and other sections of the manufacturing plant. *** [n]o other particular job, work or service was required from TORK, and it is apparent with such arrangement, TORK merely acted as recruitment agency for AJINOMOTO *", clearly TORK conducted itself as a labor only contractor.

In fact, records would show that ajinomoto billed TORK not based on the result of the job undertaken but on working days and hours of work, such that there is even a provision in the Service Agreement for two (2) hours overtime pay. This only proved that the complainant *** will be compensated for the work rendered beyond eight hours just like any other regular employee.

Fourth, evidence discloses that ajinomoto played a large and indispensable part in the hiring of the complainants ***. It appears that almost all of the complainants had been working with ajinomoto through various service contractors long before the signing of the Service Agreement between TORK and ajinomoto in October 26, 2005.***

Lastly, complainants performed indispensable activities directly related to the principal business of AJINOMOTO. *** Their maintenance jobs such as repairs and replacement of damaged machine parts fabrications of machine parts and tanks, repairs corrode pipes, are vital and important to AJINOMOTO'S plants and machineries and equipments in order to have efficient and continuous productive operations. In short, the works of complainants are integral aspects of the essential operations of AJINOMOTO manufacturing process and/or production (quality) of MSG and other stable commodities.

The work of complainants *** are clearly indispensable to the principal business of ajinomoto and integral and essential part for the efficient and continuous operations of the machines in the manufacturing process of MSG and other staple products. The repeated re-hiring of the complainants supports this finding. The continued employment of complainants as early as 1989 although with different contractors demonstrates the continuous necessity and indispensability of complainants' employment/services to the business of AJINOMOTO.

With the finding the tork was engaged in prohibited labor-only contracting, ajinomoto shall be deemed the true employer of complainants. As regular employees of ajinomoto, complainants cannot be dismissed except for just or authorized causes, none of which were alleged or proven to exist in this case, the only defense of ajinomoto against the charge of illegal dismissal being that complainants were not its employees. ***[16]

Petitioner Ajinomoto filed a Motion for Reconsideration[17] contending that the NLRC erred in finding that private respondents were its regular employees. Also, petitioner Ajinomoto's President Yutaka Kagaya could not be held solidarily liable since there was no showing of bad faith on his part. Reinstatement of private respondents was no longer feasible since petitioner Ajinomoto's manufacturing plant in Pasig City had already been closed on October 10, 2007.

In a Resolution[18] dated December 29, 2009, the NLRC modified its earlier finding to the extent that only petitioner Ajinomoto is now held solely liable for private respondents' separation pay in lieu of reinstatement, full backwages, P50,000.00 each as nominal damages, and 10% of the total amount due is attorney's fees, the dispositive portion of which reads:

WHEREFORE, premises considered, the motion at bench is PARTLY GRANTED, and our assailed Resolution dated August 27, 2007 is hereby modified to this extent, ordering respondent AJINOMOTO PHILS. INC., or any of its duly authorized representatives;

1) To pay complainants the same separation pay as those paid to the other retrenched workers computed from the date of employment up to October 10, 2007 as well as to pay the other separation benefits as above-stated, except, complainant ALADINO CURIMAO whose legal heirs shall be entitled to the corresponding separation pay and other benefits computed from June 1997 up to the date of his demise on May 17, 2007;

2) To pay complainants FULL BACKWAGES in accordance with Bustamante v. NLRC ruling, inclusive of equivalent 13th month pay, computed up to October 10, 2007 except, ALADINO CURIMAO whose full backwages shall be computed from the time his compensation was withheld up to May 17, 2007 only;

3) The award of Php50,000.00 as indemnity per each complainant as nominal damages for its bad faith in juggling the latter from one labor contractor to another and causing them unnecessary injury and inconvenience, and for denying them their propriety right to regular employment, stands affirmed; and

4) To pay ten percent (10%) based on the modified total amount due to as attorney's fees.

The claim for additional Php50,000.00 as nominal damage for the violation of the complainants' right to statutory procedural due process, is hereby DENIED for lack of merit.

SO ORDERED.[19]

Hence, the instant petition in which petitioner Ajinomoto raised the following grounds[20] for its allowance, to wit:

I.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION IN REVERSING THE DECISION OF THE LABOR ARBITER DECLARING THAT PRIVATE RESPONDENTS WERE NOT EMPLOYEES OF PETITIONER BUT OF TORK, CONSIDERING THAT:

A. UNDER THE FOUR-FOLD TEST, THERE IS NO EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN PETITIONER AND PRIVATE RESPONDENTS.

B. EVEN ASSUMING FOR THE SAKE OF ARGUMENT THAT PRIVATE RESPONDENTS PERFORMED FUNCTIONS THAT WERE NECESSARY OR DESIRABLE TO THE PETITIONER'S BUSINESS, THE SAME DOES NOT NECESSARILY LEAD TO THE CONCLUSION THAT THEY WERE EMPLOYEES OF PETITIONER.

C. TORK IS A LEGITIMATE INDEPENDENT CONTRACTOR IN ACCORDANCE WITH ARTICLES

106-109 OF THE LABOR CODE AND D.O. 18-02.

II.

SINCE PETITIONER IS NOT THE EMPLOYER OF PRIVATE RESPONDENTS, IT CANNOT THEREFORE BE HELD LIABLE FOR ILLEGAL DISMISSAL. IN THE SAME MANNER, IT CANNOT BE MADE LIABLE TO PAY PRIVATE RESPONDENTS' SEPARATION PAY AND BACKWAGES, AS WELL AS THE AWARD OF NOMINAL DAMAGES AND ATTORNEY'S FEES IN FAVOR OF THE LATTER.

III.

PRIVATE RESPONDENTS ARE NOT ENTITLED TO THE SAME SEPARATION PACKAGE AS THAT OF THE EMPLOYEES OF PETITIONER CONSIDERING THAT THE EXISTENCE OF EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN THE PARTIES IS STILL IN ISSUE, IF AT ALL, PRIVATE RESPONDENTS ARE ONLY ENTITLED TO THE SEPARATION PAY PROVIDED FOR UNDER ARTICLE 283 OF THE LABOR CODE, AS AMENDED, IN CONSONANCE WITH THE RULING IN THE PHILIPPINE APPAREL CASE, NO VESTED RIGHT ACCRUED IN FAVOR OF PRIVATE RESPONDENTS WITH RESPECT TO THE SEPARATION PACKAGE PROVIDED BY PETITIONER TO ITS OWN SEPARATED EMPLOYEES IN 2007.

THE ISSUE

The pivotal issue that need to be resolved is whether or not public respondent NLRC acted with grave abuse of discretion amounting to lack or excess of jurisdiction in finding that private respondents were illegally dismissed by petitioner Ajinomoto.

THE RULING

The petition is bereft of merit.

Petitioner Ajinomoto contends that the NLRC gravely abused its discretion in finding that Tork was engaged in labor-only contracting. Tork was a registered job contractor with substantial capital and investment in the form of tools, equipment, machineries and the like. Its clientele ranges from several government and private institutions, such as the CCP, RITM, Taipan Place Condo Association, etc. Private respondents were contractual employees of Tork assigned at petitioner Ajinomoto's manufacturing plant. The manner in which private respondents performed their works as well as the payment of their wages were undertaken by Tork. Thus, petitioner Ajinomoto cannot be deemed the employer of private respondents.

We are not persuaded.

In *Almeda, et al. vs. Asahi Glass Philippines, Inc.*[21] the Supreme Court held that permissible job contracting or subcontracting refers to an arrangement whereby a principal agrees to put or farm out to a contractor or subcontractor the performance or completion of a specific job, work or service within a definite or predetermined period, regardless of whether such job, work or service is to be performed or completed within or outside the premises of the principal. Job contracting is permissible only if the following conditions are met. 1) the contractor carries on an independent business and undertakes the contract work on its own account, under its own responsibility, according to its own manner and method, and free from the control and direction of its employer or principal in all matters connected with the performance of the work excepts as to the results thereof; and 2) the contractor has substantial capital or investment in the form of tools, equipment, machineries, work premises and other materials which are necessary in the conduct of the business.[22]

On the other hand, labor-only contracting is an arrangement wherein the contractor merely acts as an agent in recruiting and supplying the principal employer with workers for the purpose of -circumventing labor law provisions setting down the rights of employees.[23] Section 5 of Department Order No. 18-02 (D.O. 18-02) implementing Article 106 of the Labor Code on contracting and subcontracting, provides the following guidelines in determining whether labor-only contracting exists:

- a) The contractor or subcontractor does not have sufficient capital or investment which relates to the job, work or service to be performed and the employees recruited, supplied or placed by such contractor or subcontractor are performing activities which are directly related to the main business of the principal; or,
- b) The contractor does not exercise the right to control over the performance of the work of the contractual-employee.

In *Vinoya vs. NLRC*[24], which was reiterated in the cases of *Coca-Cola Bottlers, Phils., Inc. vs. Agito, et. al.*[25] and *Acevedo Advanstar Co., Inc., at al.*,[26], the Supreme Court held that it was not enough to show substantial capitalization or investment in the form of tools, equipment, machinery and work premises, etc., to be considered an independent contractor. Jurisprudence is replete that in determining the existence of an independent contractor relationship, several factors may be considered, such as, but not necessarily confined to, whether the contractor was carrying on an independent business; the nature and extent of the work; the skill required; the term and duration of the relationship; the right to assign the performance of specified pieces of work; the control and supervision of the workers; the power of the employer with respect to the hiring, firing and payment of the workers of the contractor; the control of the premises; the duty to supply premises, tools, appliances, materials and labor; and the mode, manner and terms of payment.

Corollarily, the test to determine the existence of an independent contractorship is whether one who claims to be an independent contractor has contracted to do the work according to his own methods and without being subject to the employer's control except only as to the results.[27] In the previously mentioned case of *Acevedo vs. Advanstar Co., Inc., et al.*,[28], the Supreme Court enunciated that each case must be determined by its own facts and all the features of the relationship are to be considered.

After a careful consideration of the factual milieu of the case at bench, this Court agrees with the findings of public respondent NLRC that Tork was indeed a labor-only contractor.

A perusal of the records shows that the crucial element of control over private respondents was vested in petitioner Ajinomoto. As aptly stated by the NLRC, the instructions issued by petitioner Ajinomoto's supervisors on what and where to repair, replace machineries and equipments in the production line, and how to accomplish the task as per job orders proved that Ajinomoto exercised control over private respondents as their real employer. Petitioner Ajinomoto's regular mechanics, welder and foremen, who have been in its employ for more than twenty (20) years, corroborated the fact that it was petitioner who determined the manner and method of accomplishing their tasks. The said regular workers of petitioner Ajinomoto even narrated in detail in their notarized Joint Affidavits[29] executed on October 3, 2006 how the officers of petitioner Ajinomoto supervise private respondents in the performance of their assignments. Likewise, there was no clear showing that it was Tork that established respondents working procedure and methods.

It may also be well to note that the work of private respondents, constituting the repair and maintenance of the machineries used by petitioner Ajinomoto in the production of MSG (mono sodium glutamate), is clearly indispensable to the principal business of petitioner. As correctly observed by the NLRC, private respondents had been working with petitioner Ajinomoto, albeit various service contractors, long before the Service Agreement was executed with Tork on October 26, 2005. Evidence disclosed that private respondents performed the same

functions as the regular workforce of petitioner Ajinomoto. This only proves the indispensability of private respondents' work, which was bolstered by the length and continuity of their service.

In like manner, a closer scrutiny of the contractual stipulations in the Service Agreement showed that petitioner Ajinomoto and Tork failed to state a definite or predetermined period for the service to be rendered by the latter. Unlike in the other service contracts entered into by Tork with other clients, like the CCP and RITM which provide for the duration of the agreement, none exists in this case. This is clearly in contravention of the Labor Code provisions and its implementing rules on permissible job contracting. Further, Annex "A"[30] to the Service Agreement which provided for the monthly contract rate shows that the billing was not based on the result of the job undertaken but rather on the total number of working days to be rendered by every contracted employee. The contract even required for an overtime work of two (2) to three (3) hours.[31] As such, private respondents would be compensated for the work rendered beyond eight hours just like any other regular employees of petitioner Ajinomoto.

As private respondents' employer, petitioner Ajinomoto has the burden of proving that the dismissal was for a cause allowed under the law. Well-settled is the rule that when there is no showing of a clear, valid and legal cause for the termination of employment, the law considers the matter a case of illegal dismissal and the burden is on the employer to prove that the termination was for a valid or authorized cause.[32] In this case, petitioner Ajinomoto failed to discharge this burden with substantial evidence as it noticeably narrowed its defense to the denial of any employer-employee relationship with private respondents.[33]

Based on the foregoing discussion, no grave abuse of discretion can be ascribed to public respondent NLRC. For a writ of certiorari to issue, it is a condition sine qua non that there be grave abuse of discretion or such capricious and whimsical exercise of judgment, or is equated to lack of jurisdiction.[34] It must be shown that that discretion was exercised arbitrarily, or despotically, or whimsically.[35] We find neither lack of jurisdiction nor grave abuse of discretion in this case.

Wherefore, premises considered, the instant petition for certiorari is hereby DISMISSED.

SO ORDERED.

Carandang and Barrios, JJ., concur.

[*] Court of Appeals Reports Annotated, Vol. 49.

[1] Rollo, Volume 1, pp. 3-61.

[2] Rollo, Volume I, pp. 64-87.

[3] Rollo, Volume I, pp. 98-118

[4] Rollo, Volume I, pp. 86-87.

[5] Rollo, Volume I, pp. 346-403.

[6] Rollo, Volume I, Vide: Affidavits of Private Respondents, pp. 380, 383, 386, 389, 392, 395, 398, 401.

[7] Rollo, Volume I, Vide: Affidavits of Private Respondents, pp. 380-403.

[8] Ibid.

[9] Rollo, Volume I, Vide: NLRC Decision dated August 27, 2009, p. 67.

- [10] Rollo, Volume I, pp. 262-268.
- [11] Rollo, Volume I, Vide: Tork's Position Paper dated September 27, 2006, pp. 422-423.
- [12] Rollo, Volume I, Vide: Tork's Position Paper dated September 27, 2006, pp. 426.
- [13] Supra, see note 3.
- [14] Rollo, Volume II, pp. 999-1125.
- [15] Supra, see note 2.
- [16] Rollo, Volume I, pp. 76-84.
- [17] Rollo, Volume I, pp. 119-160.
- [18] Rollo, Volume I, pp. 89-96.
- [19] Rollo, Volume I, pp. 95-96,
- [20] Rollo, Volume I, pp. 15-16.
- [21] G.R. No. 177785, September 3, 2008.
- [22] Ilgan Cement Corp. vs. Iliascor Employees and Workers Union-Southern Philippines Federation of Labor (IEWU-SPFL), et al., G.R. No. 158956, April 24, 2009; Lakas sa Industriya ng Kapatirang Haligi ng Alyansa-Pinagbuklod ng Manggagawang Promo ng Burlingame vs. Burlingame Corp., G.R. No. 162833, June 15, 2007; Acevedo vs. Advanstar Company Inc., et al., G.R. No. 157656, November 11, 2005.
- [23] Coco-Cola Bottles Phils., Inc. vs. Agito, et al., G.R. No. 179546, February 13, 2009.
- [24] G.R. No. 126586, February 2, 2000.
- [25] G.R. No.179546, February 13, 2009.
- [26] G.R. No. 157656, November 11, 2005.
- [27] Acevedo vs. Advanstar Company, Inc., et al., G.R. No. 157656, November 11, 2005.
- [28] G.R. No. 157656, November 11, 2005.
- [29] Rollo, Volume I, pp. 404-410.
- [30] Rollo, Volume I, p. 268.
- [31] Rollo, Volume I, p. 265.
- [32] Philippine National Bank vs. Cabansag, G.R. No. 157010, June 21, 2005.
- [33] Almeda, et al. vs. Asahi Glass Philippines, Inc., G.R. No. 177785, September 3, 2008.
- [34] Civil Service Commission vs. CA, et al., G.R. No. 159696, November 17, 2005; Punongbayan vs. Punongbayan, G.R. No. 156842, December 10, 2004.
- [35] Cadalin et al. vs. Court of Appeals, et al, G.R. No. 168923, November 28, 2008, citing Machica vs. Roosevelt Services Center, Inc., G.R. No. 168664, May 4, 2006; Security Bank Corp. vs. Victorio G.R. No. 155099, August 31, 2005; Bayas et al. vs. Sandiganbayan et al., G.R. No. 143689, November 12, 2002.

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