

AMMARSONS CONSTRUCTION SERVICES, CO. AND/OR AMADO SEVILLA, PETITIONERS, VS. EMMANUEL M. MADRIAGA AND NATIONAL LABOR RELATIONS COMMISSION, FOURTH DIVISION, RESPONDENTS.

Ponente: CRUZ, R.A., J.

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CRUZ, R.A., J.:

THE CASE

This is a Special Civil Action for Certiorari under Rule 65 of the Rules of Court which seeks to reverse and set aside the Decision of the National Labor Relations Commission (Fourth Division) promulgated on July 19, 2012[1] and its Resolution promulgated on September 21, 2012[2] in NLRC LAC No. 03-000922-12/NLRC NCR Case No. 05-07989-11.

In the July 19, 2012 Decision, the NLRC dismissed the appeal of Ammarsons Construction Services, Co. and/or Amado Sevilla. The NLRC affirmed the Decision dated November 8, 2011[3] of the labor arbiter which held that Emmanuel M. Madriaga was illegally dismissed by Ammarsons Construction. In the September 21, 2012 Resolution, the NLRC denied the Motion for Reconsideration filed by Ammarsons Construction.

THE ANTECEDENTS

Ammarsons Construction Services, Co. (Ammarsons Construction) is a domestic corporation duly organized and existing under Philippine laws and is engaged in providing construction services to its clients. Amado Sevilla is the owner/president of Ammarsons Construction.

Emmanuel M. Madriaga (Madriaga) was hired as a carpenter-mason by Ammarsons Construction in February 2009. Madriaga narrated that he worked continuously with Ammarsons Construction for more than two (2) years from February 2009 until he was unceremoniously dismissed from work on May 20, 2011.[4] Hence, he filed a complaint for illegal dismissal[5] against Ammarsons Construction on May 20, 2011.

In his position paper filed before the labor arbiter, Complainant Madriaga claimed that from February 2009 until his alleged illegal dismissal on May 20, 2011, he was assigned to the following construction projects undertaken by the company:

February 2009
to November 2009 Vicente Trinidad High School
Phase V, Punturin, Valenzuela City

November 2009
to August 2010 Dumalay Residence
Langka, Meycauayan City, Bulacan

August 2010
to March 2011 Andy & Vita Printing
T.S. Cruz, Baesa, Quezon City

March 2011
to April 2011 Casa Nova Ammarsons Motorpool
Casa Nova Drive, Culiab, Quezon City

April 2011
to May 2011 Ammarsons Main Office
Litex Rd. corner Farmers St.
Payatas, Quezon City[6]

Madriaga alleged that for the entire duration of his employment with Ammarsons Construction, the latter failed to comply with labor standards set by law. Specifying his money claims, Madriaga narrated that during his employment with Ammarsons Construction, the company paid him only P300.00 per day, which was below the required minimum wage. His salary was increased to P330.00 per day for a short period of time when he was assigned as a foreman in one project, which was subsequently ordered stopped by the local government unit for failure to secure the necessary building permit.[7]

Aside from the mandatory minimum wage, Ammarsons Construction also failed to pay, among others, holiday pay, rest day premium, 13th month pay, night shift differential, and service incentive leave. Madriaga and his co-workers were also not paid overtime pay.[8]

The complainant also related that Ammarsons Construction did not provide individual payslips to its employees. Madriaga and his fellow workers were just asked to sign a list of their names with their corresponding daily rate and net take-home pay upon receipt of their earnings. Copies of the said lists were submitted by Madriaga as annexes to his position paper.[9]

Madriaga and his fellow employees demanded that the company comply with the requirements under existing labor laws. Their employer made promises to comply, but this did not materialize. Thus, they discussed among themselves the possibility of filing a complaint against the corporation with the Department of Labor and Employment. However, Ammarsons Construction learned of the impending plan and on May 19, 2011, when Madriaga and his co-worker, Arnel Alvaro reported for work, they were informed by their foreman, Noel Sandoval, that their services were no longer needed. The two had already logged in for duty on that day, but their names were crossed out by the foreman from the Daily Time Record.[10]

Complainant Madriaga argued that he was a regular employee of Ammarsons Construction. He alleged that at the time he was hired, he was not asked to sign any employment contract; hence, his continuous service with the construction company for a period of more than six (6) years accorded him the status of a regular employee by operation of law. He added that all throughout his employment with Ammarsons Construction, he was assigned in several projects as carpenter-mason, performing tasks which are vital and indispensable to the usual business or trade of his employer, a construction company.[11]

It was the position of Madriaga that because he has attained regular status, his dismissal from the service was illegal, capricious and whimsical. He pointed out that there was no compliance with substantive and procedural due process when his termination was carried out. Madriaga surmised that his dismissal came about because

Ammarsons Construction learned of his intention to file a formal complaint against the company for failure to comply with labor standards. He underscored that the reason for his termination was not one of the just causes under the law. He characterized his separation from the service as attended with bad faith and as a form of harassment to discourage him and other employees from asserting their rights before the proper authorities.[12]

Ammarsons Construction, in reply to Madriaga's complaint, maintained that contrary to the latter's claim, Madriaga was not a regular employee, but a project employee. The company countered that it hired Madriaga, in May 2009, as a project employee for an undertaking (i.e., construction of building at Vicente Trinidad High School in Punturin, Valenzuela City) that was completed in September 2009. After the completion of said construction project, Madriaga purportedly left the company without any issue.[13]

The construction company stated that there was no truth to Madriaga's claim that he continued working for Ammarsons Construction after the Punturin project was completed in September 2009. The company denied that the Bulacan (construction at Dumalay residence) and Quezon City (construction at Andy & Vita Printing) projects, at which Madriaga successively worked, from November 2009 to March 2011, were business ventures of Ammarsons Construction. The company stressed that the work which Madriaga performed for the Bulacan and Quezon City projects were not done under the employ of Ammarsons Construction, but under the respective owners of the Dumalay residence and Andy & Vita Printing. According to the company, during the time that Madriaga worked on these two projects, he could not be considered as an employee of Ammarsons Construction.[14]

The company also added that granting, for the sake of argument, that the complainant did acquire the status of a regular employee, there would still be no illegal dismissal because Madriaga failed to show that Noel Sandoval, the one who prevented the complainant from going to work, had the authority to hire or fire anyone for and on behalf of Ammarsons Construction.[15]

On November 8, 2011, the labor arbiter released his Decision[16] declaring the dismissal of the complainant as illegal.[17] The fallo of the labor arbiter's Decision is quoted below:

WHEREFORE, premises considered, judgment is hereby rendered declaring the dismissal of the complainant as illegal. As such, respondents Ammarsons Construction Services Company and/or Amado Sevilla are hereby ordered to pay complainant the following to wit:

- The sum of P65,013.36 as back wages;
- The sum of P31,512.00 as separation pay;
- The sum of P48,103.68 as salary differentials;
- The sum of P4,501.95 as service incentive leave;
- The sum of P23,410.14 as 13th month pay; and
- The sum equivalent to ten percent (10%) of the judgment award as attorney's fees.

All other claims are ordered dismissed for lack of merit.

SO ORDERED.[18]

Before delving on the issue of illegal dismissal, the labor arbiter determined the status of employment of the complainant,[19] viz:

xxx the documentary evidence adduced by the complainant showing that the latter continuously worked for the respondents until he was dismissed in May 2011. The Sinumpaang Salaysay of Messrs. Arnel Alvaro, Rolando

Princillo and Danny Hernandez (Annexes “M” to “O,” complainant's position paper) together with the daily time records and payrolls adduced in evidence by the complainant (Annexes “A” to “I,” *ibid*) as well as respondents' request for barangay clearance for its employees including the complainant (Annex “J,” *ibid*) are substantial enough to convince us that complainant was indeed engaged by the respondents on a regular basis and/or complainant has acquired the status of a regular employee by operation of law.

In fact, respondents failed to present any proof as to complainant's engagement as a project employee. No contract of project employment was ever presented by the respondents indicating therein the specific project for which complainant was hired, the completion or termination of which has been determined at the time of the engagement of the complainant.

xxx xxx xxx

In the instant case, the record is bereft of proof that the respondents' engagement [of the complainant] as project employee has been predetermined, as required by law. There is simply no evidence that complainant was informed that he was to be assigned to a “specific project or undertaking” when he was hired by the respondent company. As above-stated, no employment contract for the specific project signed by the complainant was ever presented much less was the termination of the complainant on account of alleged project completion was reported to the Department of Labor and Employment. The failure of respondents to file such termination report is an indication that complainant was not a project employee but a regular employee.[20]

After finding that Madriaga was a regular employee who enjoyed security of tenure, the labor arbiter continued that Madriaga could only be dismissed for a just or authorized cause.[21] Then, the labor arbiter held that Ammarsons Construction failed to prove that complainant's dismissal was for a just or authorized cause.[22]

Dissatisfied by the labor arbiter's ruling, Ammarsons Construction filed an appeal with the NLRC. The NLRC, in the assailed Decision of July 19, 2012,[23] affirmed the appealed Decision of the labor arbiter.[24] Ammarsons Construction filed a Motion for Reconsideration. Finding no “cogent reason to disturb, modify, alter, much less reverse” their Decision,[25] the NLRC denied the Motion through the Resolution dated September 21, 2012.[26]

Hence, this Petition for Certiorari.

THE ISSUES

Ammarsons Construction Services, Co., the respondent below, and now, Our petitioner, submits the following issues for Our resolution:

I

WHETHER OR NOT PRIVATE RESPONDENT WAS TERMINATED ILLEGALLY BY THE PETITIONER;

II

WHETHER OR NOT PRIVATE RESPONDENT IS ENTITLED TO BACK WAGES AMOUNTING TO P65,013.36, SEPARATION PAY (P31,512.00), SALARY DIFFERENTIALS (P48,103.68xxvii), SERVICE INCENTIVE LEAVE (P4,501.95), 13TH MONTH PAY (P23,410.14) AND ATTORNEY'S FEE[S].[28]

Ammarsons Construction posits that Our private respondent, Emmanuel M. Madriaga, was not terminated—legally or illegally. According to the company, Madriaga's claim of illegal dismissal, which he anchored on being prevented by Noel Sandoval from working is “bereft of truth” because “Sandoval himself stated that he was not authorized to hire, much more fire employees of Ammarsons.” Petitioner Ammarsons Construction describes the complainant's allegation of dismissal as “an erroneous conclusion, a mere conjecture, a product of speculation”

which Madriaga did not even seek to clarify with Amado Sevilla, the owner/president of Ammarsons Construction.[29]

The petitioner likewise asserts that the complainant was not an employee of Ammarsons Construction from September 2009 to April 2011. In support of this contention, the company insists that Madriaga was under the employ of the owners of the construction projects he was working in, specifically Margarita Dumalay (for the Dumalay residence in Bulacan), and Andy and Vita Acosta (for the construction at Andy & Vita Printing); and it was, therefore, “grave abuse of discretion for the NLRC to construe and provide an interpretation different from the otherwise clear admissions/declarations” of Dumalay and the Spouses Acosta. Ammarsons Construction adds that the Daily Time Record (DTRs) and payroll sheets presented by the complainant to prove his supposed uninterrupted employment with the company were unreliable as they only covered a limited period of time and they were only mere photocopies which were unsigned and unauthenticated.[30]

Petitioner Ammarsons Construction concludes that because of Madriaga's failure to offer clear and convincing evidence to bolster his claims of security of tenure and illegal dismissal, he is not entitled to the monetary awards handed down by the labor arbiter and affirmed by the NLRC.[31]

OUR RULING

The Petition is bereft of merit.

The following are the well-settled rules in a Petition for Certiorari involving labor cases:

First, the factual findings of quasi-judicial agencies, such as the NLRC, when supported by substantial evidence, are binding on the appellate courts and entitled to great respect, considering the expertise of these agencies in their respective fields. It is well-established that findings of these administrative agencies are generally accorded not only respect but even finality.

Second, substantial evidence in labor cases is such amount of relevant evidence which a reasonable mind will accept as adequate to justify a conclusion.

Third, in *Flores vs National Labor Relations Commission* (253 SCRA 494, 497 [1996]), we explained the role and function of Rule 65 as an extraordinary remedy:

It should be noted, in the first place, that the instant petition is a special civil action for certiorari under Rule 65 of the Revised Rules of Court. An extraordinary remedy, its use is available only and restrictively in truly exceptional cases — those wherein the action of an inferior court, board or officer performing judicial or quasi-judicial acts is challenged for being wholly void on grounds of jurisdiction. The sole office of the writ of certiorari is the correction of errors of jurisdiction including the commission of grave abuse of discretion amounting to lack or excess of jurisdiction. It does not include correction of public respondent NLRC's evaluation of the evidence and factual findings based thereon, which are generally accorded not only great respect but even finality.

No question of jurisdiction whatsoever is being raised and/or pleaded in the case at bench. Instead, what is being sought is a judicial re-evaluation of the adequacy or inadequacy of the evidence on record, which is certainly beyond the province of the extraordinary writ of certiorari. Such demand is impermissible for it would involve this Court in determining what evidence is entitled to belief and the weight to be assigned it. As we have reiterated countless times, judicial review by this Court in labor cases does not go so far as to evaluate the sufficiency of the evidence upon which the proper labor officer or office based his or its determination but is limited only to issues of jurisdiction or grave abuse of discretion amounting to lack of jurisdiction.[32]

And when the Petition alleges grave abuse of discretion, the petitioner should establish that the NLRC acted in a capricious, whimsical, arbitrary or despotic manner in the exercise of its jurisdiction as to be equivalent to lack of

jurisdiction. This is so because "grave abuse of discretion" is well-defined and not an amorphous concept that may easily be manipulated to suit one's purpose.[33]

After poring over the records and the evidence, as well as the applicable law and jurisprudence, particularly the rules cited above, We see no cogent reason to reverse the Decision and Resolution of the NLRC which affirmed the ruling of the labor arbiter.

Ammarsons Construction's Petition is essentially grounded on the argument that Madriaga failed to substantiate his claim that he was a regular employee of the company and that he was dismissed, albeit illegally. This argument was passed upon squarely by the NLRC and the labor arbiter. We agree with the calibration made by the labor arbiter, which was affirmed by the NLRC, that there was substantial evidence to support the conclusion that Madriaga enjoyed security of tenure as a regular employee, and, accordingly, could not be dismissed without just or authorized cause.

Factual findings of labor officials, who possess the expertise in matters within their jurisdiction, have conclusive effect, provided substantial evidence support such factual findings.[34] Substantial evidence is the amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[35]

On the issue of the status of Madriaga as a regular employee, the labor arbiter held,

xxx the documentary evidence adduced by the complainant showing that the latter continuously worked for the respondents until he was dismissed in May 2011. The Sinumpaang Salaysay of Messrs. Arnel Alvaro, Rolando Princillo and Danny Hernandez (Annexes "M" to "O," complainant's position paper) together with the daily time records and payrolls adduced in evidence by the complainant (Annexes "A" to "I," *ibid*) as well as respondents' request for barangay clearance for its employees including the complainant (Annex "J," *ibid*) are substantial enough to convince us that complainant was indeed engaged by the respondents on a regular basis and/or complainant has acquired the status of a regular employee by operation of law.[36]

The labor arbiter was not persuaded by Ammarsons Construction's contention that Madriaga was a project employee because,

xxx [Ammarsons Construction] failed to present any proof as to complainant's engagement as a project employee. No contract of project employment was ever presented by the respondents indicating therein the specific project for which complainant was hired, the completion or termination of which has been determined at the time of the engagement of the complainant.

xxx xxx xxx

In the instant case, the record is bereft of proof that the respondents' engagement [of the complainant] as project employee has been predetermined, as required by law. There is simply no evidence that complainant was informed that he was to be assigned to a "specific project or undertaking" when he was hired by the respondent company. As above-stated, no employment contract for the specific project signed by the complainant was ever presented much less was the termination of the complainant on account of alleged project completion was reported to the Department of Labor and Employment. The failure of respondents to file such termination report is an indication that complainant was not a project employee but a regular employee.[37]

The NLRC concurred with the labor arbiter that Madriaga was a regular employee, and not just a project employee, viz:

We sustain the ruling of the Labor Arbiter that complainant is a regular employee. The principal test of project employment as distinguished from regular employment is whether or not the employee was assigned to carry out a specific project or undertaking, the duration and scope of which were specified at the time the employee

was engaged for that project (Equipment Technical Services vs CA, G.R. No. 157680, October 8, 2008). The absence of an employment contract puts into serious question whether an employee was properly informed at the onset of his employment status as project employee and the employee is presumed to be a regular employee (Hanjin Heavy Industries and Construction Co., Ltd. vs Ibañez, G.R. No. 170181, June 26, 2008). As correctly pointed out by the Labor Arbiter, respondents did not even present a contract indicating the specific project [for] which complainant was hired and the termination of his employment at the time he was engaged.[38]

Otherwise stated, between the bare allegation of Ammarsons Construction that Madriaga was a project employee and the evidence presented by Madriaga (i.e., affidavits and copies of the daily time records and payroll) that he was a project employee, both the NLRC and the labor arbiter found that it was Madriaga who was able to provide substantial evidence to prove his allegation that he was a regular employee.

It behooves Us to accord the NLRC findings the respect and finality that they deserve especially in a situation such as this one where the evaluation made by the NLRC and the labor arbiter coincide.

However, Petitioner Ammarsons Construction insists that the daily time records and the payroll sheets adduced in evidence by Madriaga were unreliable as they only covered a limited period of time and they were only mere photocopies which were unsigned and unauthenticated. Petitioner adds that the NLRC should have, instead, given more weight to the affidavits of Margarita Dumalay and Spouses Andy and Vita Acosta stating that they were the employers of Madriaga, not Ammarsons Construction, when Madriaga was working on the Dumalay residence in Bulacan and the construction at Andy & Vita Printing, respectively. The petitioner fails to convince Us.

As correctly observed by the NLRC,

Respondents' insistence that complainant's claim that he continuously worked with respondents is belied by the affidavits of Margarita Dumalay and spouses Andy and Vita Acosta deserves scant consideration. Suffice it to state that such affidavits cannot prevail over the payrolls presented by the complainant showing that the construction works in the residence of Margarita Dulay and in the commercial building of the spouses Andy and Vita Acosta were projects undertaken by respondents.[39]

The NLRC's assessment echoed that of the labor arbiter who stated that,

xxx The affidavits adduced by the respondents in support of their position appear to be self-serving as they were executed by the owners of the projects to which complainant was assigned. Besides, as noted by the complainant, the payroll register for the Dumalay Residence bears the name of the respondent company (Annex "D," complainant's position paper)[, w]hile the payroll register for the Andy and Vita Project appear[s] to have originated from respondent Sevilla as shown in the fax machine transmission marking (Annex "E," *ibid*).[40]

Moreover, the fact that the documents presented were mere photocopies does not diminish their evidentiary value because proceedings before the NLRC are not covered by the technical rules of evidence and procedure as observed in the regular courts.[41] The NLRC or the labor arbiter is permitted to decide a case on the basis of position papers and other documents submitted without necessarily resorting to technical rules of evidence as observed in the regular courts of justice. Rules of evidence are not strictly observed in proceedings before administrative bodies like the NLRC.[42]

We reiterate Our agreement with the NLRC and the labor arbiter that substantial evidence supported the conclusion that Madriaga was indeed a regular employee of Petitioner Ammarsons Construction. Consequently, the NLRC and the labor arbiter were also correct in holding that Madriaga had security of tenure and could only be dismissed for a just or authorized cause.

It is well to recall the circumstances surrounding Madriaga's dismissal. He narrated that he and his fellow

employees demanded that the company comply with labor standards. Despite promising to do so, their employer failed to comply. They discussed among themselves the possibility of filing a complaint against the corporation with the Department of Labor and Employment. However, Ammarsons Construction learned of their plan and on May 19, 2011, when Madriaga and his co-worker, Arnel Alvaro reported for work, they were informed by their foreman, Noel Sandoval, that their services were no longer needed. The two had already logged in for duty on that day, but their names were crossed out by the foreman from the Daily Time Record. Madriaga took this to mean that he had been terminated. Contrary to Ammarsons Construction's claim that Madriaga made "an erroneous conclusion [or] a mere conjecture," We believe that Madriaga arrived at a fairly reasonable inference based on the premises.

The petitioner states that instead of speculating, Madriaga should have sought clarification from Amado Sevilla, the owner/president of Ammarsons Construction. In other words, Madriaga should not have taken the foreman's word for gospel truth. We disagree. As a construction worker, Madriaga received orders from the foreman. He worked under the direct supervision of the foreman, as the latter was in charge of the affairs at the project site. We, therefore, could not fault Madriaga for concluding that he had been terminated when his immediate supervisor told him that his services were no longer needed.

Additionally, We find that the petitioner's conflicting statements in addressing the issue of dismissal pales in comparison with the evidence presented by Madriaga. Initially, the petitioner claimed that Madriaga was not dismissed, but was separated from the company simply as a result of the completion of the project for which he was hired. Then, the company alleged that Madriaga abandoned his work, through prolonged unexplained absences, and was never heard of until the company received its summons pertaining to the complaint for illegal dismissal. Finally, as already mentioned earlier, the company averred that there was no dismissal at all—legal or illegal—because the foreman who fired Madriaga was not authorized to do so.

We cannot but characterize the inconsistencies in the thesis of the petitioner, including the belated attempt to repudiate the act of the foreman, as flimsy excuses aimed at evading liability. This, notwithstanding, We have examined the issues raised by the petitioner and the corresponding arguments to support them. Unfortunately for the petitioner, We have found all of them lacking in merit. So far, We have already struck down the theory that Madriaga was a project employee for failure of the petitioner to present any piece of evidence that would establish such status. We have likewise pronounced that Madriaga could not be faulted for relying on the foreman's act of directing him not to report for work, as this was a perfectly logical and natural reaction from a subordinate who was accustomed to receiving orders from the foreman, whom he considered as his immediate supervisor.

All that is left to address is the proposition that Madriaga abandoned his work based on his prolonged and unexplained absences. Like the NLRC and the labor arbiter, We are not persuaded. The NLRC correctly observed that,

xxx Complainant lost no time in filing a complaint for illegal dismissal on May 20, 2011. Such dispatch [in] protesting the termination of employment belies the abandonment claimed by respondents (Macahilig vs NLRC, G.R. No. 158095, November 23, 2007). One who takes steps to protest his lay-off cannot by any stretch of imagination be said to have abandoned his work. Succinctly put, complainant was dismissed by respondents without a valid cause.[43]

The labor arbiter's disquisition on the same matter is also relevant:

While respondent subsequently tried to imply that complainant absented himself from work without giving any notice or explanation for his unauthorized absences, it should be noted that respondents even failed to state the specific dates that complainant was allegedly absent. In the same manner, there is no showing that respondents tried to notify complainant to report for work.[44]

Clearly, Madriaga established through substantial evidence his claims. Accordingly, he is entitled to the monetary awards granted by the labor arbiter and affirmed by the NLRC.

In sum, We hold that Petitioner Ammarsons Construction failed to show that the NLRC gravely abused its discretion, i.e., that it exercised its judgment capriciously, whimsically, arbitrarily or despotically by reason of passion and hostility. Such a showing is needed in order to annul the NLRC's Decision and Resolution.

WHEREFORE, premises considered, the Petition for Certiorari is hereby DISMISSED. The July 19, 2012 Decision and the September 21, 2012 Resolution of the National Labor Relations Commission (Fourth Division), which sustained the November 8, 2011 Decision of the labor arbiter, are AFFIRMED.

SO ORDERED.

Salazar-Fernando, R.A., Chairperson, and Gonzales-Sison, M., JJ., concur.

[1] Rollo, 95-103.

[2] Rollo, 91-93.

[3] Rollo, 75-87.

[4] Complainant's Position Paper filed before the labor arbiter, Rollo, 20.

[5] Rollo, 44-45.

[6] Supra note 4.

[7] Supra note 4 at 21.

[8] Id.

[9] Id.

[10] Supra note 4 at 21-22.

[11] Supra note 4 at 23-24.

[12] Supra note 4 at 24-26.

[13] Respondents' Reply filed before the labor arbiter, Rollo, 54.

[14] Supra note 13 at 54-55.

[15] Supra note 13 at 56.

[16] Supra note 3.

[17] Supra note 3 at 86.

[18] Supra note 3 at 86-87.

[19] Supra note 3 at 79.

[20] Supra note 3 at 81-83.

[21] Supra note 3 at 83.

[22] Supra note 3 at 84.

[23] Supra note 1.

[24] Supra note 1 at 103.

[25] Supra note 2 at 92.

[26] Supra note 2.

[27] Incorrectly identified as P31,512.00. The labor arbiter, affirmed by the NLRC, awarded P48,103.68 in salary differentials.

[28] Amended Petition for Certiorari, Rollo, 109.

[29] Supra note 28 at 113-114.

[30] Supra note 28 at 115-117.

[31] Supra note 28 at 115.

[32] De La Salle University vs De La Salle University Employees Association and Magsalin, G.R. Nos. 109002 and 110072, April 12, 2000, 386 Phil. 569.

[33] Malayang Manggagawa ng Stayfast Phils., Inc. vs NLRC, G.R. No. 155306, August 28, 2013.

[34] Philippine Military Veterans Security and Investigation Agency and/or Macorol vs CA et al., G.R. No. 139159, January 31, 2006; See also Ramatek Philippines, Inc. vs Reyes, G.R. No. 139526, October 25, 2005; Philippine Airlines, Inc. vs Tongson, G.R. No. 153157, October 14, 2003, 413 SCRA 344; Philippine Airlines, Inc. vs Pascua, G.R. No. 143258, August 15, 2003, 409 SCRA 195.

[35] Philippine Veterans Bank vs NLRC and Martinez, G.R. No. 188882, March 30, 2010.

[36] Supra note 3 at 81.

[37] Supra note 3 at 81-82.

[38] Supra note 1 at 101-102.

[39] Supra note 1 at 102.

[40] Supra note 3 at 83.

[41] Sasan, Sr. et al. vs NLRC et al., G.R. No. 176240, October 17, 2008, 590 Phil. 685.

[42] Lepanto Consolidated Mining Co. vs Moreno Dumapis, et al., G.R. No. 163210, August 13, 2008; Omar O. Sevilla vs I.T. Corp., G.R. No. 99047, April 16, 2001.

[43] Supra note 1 at 102-103.

[44] Supra note 3 at 84.

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