

MSIC TRANSPORTATION INC., PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, AND WILFREDO ROJAS, ET AL., RESPONDENTS,

Ponente: PAREDES, J.

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PAREDES, J.:

THE CASE

THESE ARE SPECIAL CIVIL ACTIONS FOR CERTIORARI, filed by petitioner MSIC Transportation, Inc. (MSIC)[1], seeking to annul and set aside the Decision[2] dated February 8, 2013, and the Resolution[3] dated April 8, 2013, issued by respondent National Labor Relations Commission (NLRC) in NLRC LAC No. 09-002613-12, which reversed the Decision[4] dated September 28, 2012 of the Labor Arbiter in NLRC NCR Case No. 10-14375-10; and by petitioners Wilfredo Rojas, et. al. (Rojas, et. al.)[5], seeking the modification of the NLRC Decision and Order.

THE ANTECEDENTS

MSIC is a domestic corporation engaged in the car rental business. Its business entails leasing private cars to its clients, either for “self-drive” or with its drivers. It has concessionaire agreements with several hotels in the country. Wilfredo Rojas, together with Jonathan Dequina, Rogelio Alcantara, Mark Anthony M. Almachar, Edenbert Crisostomo, Benjie Cayetano, Joselito Delloro, Ma. Jincky R. Dumalasa, Rey E. Oriente, Novi Viola, Richel Periabras, Analyn Camasura, Deogracias Santos, Tyron Christopher San Pedro, Victor Peñafiel, Lito Tansingco, Ramon Martial Fresco, Richard Mendez, Romelo Llanes, Elias Mangente, Roderick Villafuerte, Jocelyn Pedrosa, Adeluna Alayan, and Alejo Octaviano were employed by MSIC.

MSIC claims that it maintains a base in hotels where it has concessionaire agreements or projects, with a staff consisting of a branch manager and front line personnel – rental sales officer, dispatcher, and chauffeurs; and, that it had a concessionaire agreement with Intercontinental Hotel Manila[6] for the period from January 1, 2008 to December 31, 2010, and with New World Hotel[7] from January 1, 2010 to December 31, 2010. The employees hired by MSIC have employment contracts co-terminous and contingent with its contracts[8] with the hotels, this term being explicitly stipulated in the contract with the hotels, and the employment contracts uniformly state that: “this contract shall automatically expire on the date indicated above without need of further notice”. The nature of their service requires that their employees, specially the drivers, should be punctual. As such, MSIC has a strict rule on tardiness and infractions are subject to a graduated scale of penalties, with dismissal as the most severe[9]. Alayan, Camasura, Mangente, San Pedro and Villafuerte were terminated due to excessive tardiness.

As early as November 18, 2010, the employees were reminded of the upcoming termination of the contract with Intercontinental Manila and New World hotels which, likewise, meant the termination of their project employment. On December 28, 2010, MSIC submitted to DOLE the termination of its 42 project employees[10]. On December 29, 2010, MSIC issued a similar memorandum on the termination of the project[11].

MSIC was thereafter able to renegotiate new contracts with the said hotels; however, the hotels demanded that

MSIC assign new drivers to them. Thus, MSIC could no longer engage Rojas, et. al. as project employees. MSIC offered separation benefits of half month for every year of service to those affected; ten accepted the offer.

Rojas, et. al. filed a complaint before the Labor Arbiter against MSIC alleging that they, twenty six (26) in all, were chauffeurs/drivers and cashiers who worked at Intercontinental Hotel Manila and New World Hotel, but who were dismissed because the alleged project with the hotels had ended; while five (5) of the complainants, namely: Alayan, Villafuerte, Mangente, San Pedro and Camasura (the "5") were dismissed due to alleged violation of company rules.

Rojas, et. al. alleged that they were not project employees because there was no project to speak of; that they are vital to the business of MSIC being drivers, chauffeurs, and cashiers; and that, as long as MSIC has contracts with hotels, they remain regular employees of MSIC. Moreover, the case of those dismissed for violation of rules on tardiness and absences were not afforded due process as MSIC did not call a meeting to inform them of such rules. Rojas, et. al. complained of the lack of due process in their termination from work.

On April 30, 2012, the Labor Arbiter issued a decision holding that Rojas, et. al. are project employees, and the dismissal of the 5 due to excessive tardiness, was valid. The Labor Arbiter held, that:

WHEREFORE, premises considered, judgment is hereby rendered DISMISSING the complaint for lack of merit subject to the qualification that respondent Company is ordered to immediately release complainants' last salary (except for Adeluisa[*] Alayan) once they have obtained clearance of financial or material accountabilities.

SO ORDERED.

Rojas, et. al. appealed claiming that they are not project employees and, therefore, their dismissal was illegal.

On February 8, 2013, the NLRC issued the assailed Decision. The NLRC held that MSIC did not deny that it continuously employed Rojas, et. al.. It did not present the individual employment contracts of Rojas, et. al. which could have proven that when Rojas, et. al. were first employed, their employment was fixed for a specific project or undertaking, the completion and termination of which had been determined on the particular first date of hiring or engagement of the employee; and that Rojas, et. al. were performing tasks necessary and desirable to MSIC's business of car rentals, the dispositive portion[12] of the assailed Decision reads:

WHEREFORE, premises considered, complainants' appeal is GRANTED. The decision of Labor Arbiter Thomas T. Que, Jr. [dated] April 30, 2012 is MODIFIED.

The twenty-six (26) complainants, namely: Wilfredo Rojas, Joselito Delloro, Joannathan Dequina, Rogelio Alcantara, Benjie Cayetano, Elias Mangente, Rey Oriente, Jonathan Molina, Mark Almachar, Alejo Octaviano, Richard Mendez, Victor Penafiel, Rhoderick Villafuerte, Analyn Camasura, Jocelyn Pedrosa, Lito Tansingco, Adeluisa Alayan, Deogracias Santos, Richel Periabras, Jincky Dumalasa, Edenbert Crisostomo, Romelo Llanes, Tyron Christopher San Pedro, Mario Launio, Novi Viola, and Ramon Fresco, are deemed to have been illegally dismissed from their employment.

Respondent MSIC Transportation, Inc. (Europcars Phils.) is ordered to pay the following to the twenty six (26) complainants: 1) full backwages from the time they were illegally dismissed up to the finality of this Decision; and 2) separation pay, equivalent to their one (1) month pay for every year of service, reckoned from the first day of employment with said respondent up to the finality of this decision, a fraction of at least six (6) months being considered as one (1) whole year.

The order to immediately release the complainants' last pay is AFFIRMED.

SO ORDERED.

MSIC's subsequent motion for reconsideration was denied; hence, it filed this petition for certiorari. Rojas, et. al. also filed a petition for certiorari for the modification of the NLRC's Decision.

For its part, MSIC submits:

A.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK OR EXCESS OF JURISDICTION, WHEN IT DID NOT CONSIDER THE DECISION OF THE LABOR ARBITER FINAL WITH RESPECT TO THE 24 COMPLAINING EMPLOYEES (EXCEPTING WILFREDO ROJAS AND NOVI VIOLA) WHO DID NOT PERSONALLY VERIFY THE MEMORANDUM OF APPEAL THUS INDICATING THEIR NON-APPEAL OF THE SAID LOWER TRIBUNAL'S JUDGMENT.

B.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK OR EXCESS OF JURISDICTION, WHEN IT IGNORED THE PRECEDENT-SETTING RULING OF THE COURT OF APPEALS PROMULGATED ON 12 APRIL 2012 AND 03 AUGUST 2012 IN THE CONSOLIDATED CASES OF "MSIC TRANSPORTATION INC. V. NLRC, EDUARDO DESTURA & RICHARD DRAPER" (CA GR SP NO. 115567) AND "EDUARDO DESTURA VS. NLRC AND MSIC TRANSPORTATION INC." (CA GR SP NO. 119389), UPHELD BY THE SUPREME COURT IN GR NOS. 203097-98 (EDUARDO DESTURA & RICHARD DRAPER VS. MSIC TRANSPORTATION INC., ET AL.), AND ITS VERY OWN RULING PROMULGATED ON 27 JUNE 2012 AND 26 SEPTEMBER 2012 IN "RICHARD DRAPER AND ARMANDO RAYMUNDO VS. MSIC TRANSPORTATION INC." (NLRC LAC NO. 01000131-12/ NCR CASE NO. 00-01-00532-11) AFFIRMING THE VALIDITY OF PROJECT EMPLOYMENT IN PETITIONER'S BUSINESS.

C.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK OR EXCESS OF JURISDICTION, WHEN IT IGNORED THE UNDISPUTED FACT THAT INTERCON HOTEL AND NEW WORLD HOTEL (WHERE THE PRIVATE RESPONDENTS WERE ASSIGNED), HAD DEMANDED FOR THE ASSIGNMENT OF NEW PERSONNEL WHICH THUS RENDERED PRIVATE RESPONDENTS' RE-ASSIGNMENT A LEGAL IMPOSSIBILITY THAT RENDERED THEIR JOB DISPLACEMENT NOT ILLEGAL.

D.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION, AMOUNTING TO LACK OR EXCESS OF JURISDICTION, WHEN IT GROSSLY MISINTERPRETED THE ATTENDANCE POLICY OF PETITIONER COMPANY, AND TOLERATED THE EXCESSIVE TARDINESS OF THE FIVE (5) CONCERNED COMPLAINING EMPLOYEES.

Rojas, et al., raised several arguments in their petition which are, as follows:

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION WHEN IT DIRECTED RESPONDENTS TO PAY PETITIONERS SEPARATION PAY INSTEAD OF REINSTATEMENT.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION WHEN IT FAILED TO DECLARE PETITIONERS AS REGULAR EMPLOYEES OF THE PRIVATE RESPONDENT COMPANY.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION WHEN IT FAILED TO ORDER RESPONDENTS MA. SOCORRO I. CLAVANO AND FARAH JOCELYN JIMENEZ TO BE JOINTLY AND SEVERALLY LIABLE WITH PRIVATE RESPONDENT COMPANY.

THE NLRC COMMITTED GRAVE ABUSE OF DISCRETION WHEN IT FAILED TO AWARD THE PETITIONERS' CLAIMS FOR PAYMENT OF WAGES ON DAYS PETITIONERS WERE ILLEGALLY SUSPENDED, ILLEGAL DEDUCTIONS FOR SEMINARS' FEES, DAMAGE ON VEHICLES, AND

CASH BONDS.

THE ISSUE

The core issue for our consideration is whether or not the NLRC abused its discretion when it held Rojas, et. al., regular employees, ordered the grant of separation pay instead of reinstatement, and when it denied the grant of other monetary benefits purportedly due them.

THE COURT'S RULING

We grant the MSIC petition.

We first resolve the procedural question of MSIC's submission that the Decision of the Labor Arbiter should have attained finality with regard to those who did not personally verify the appeal memorandum. In this regard, the case of *Judy O. Dacuital, et. al. vs. L.M. Camus Engineering Corporation and/or Luis M. Camus*[13], is illuminating:

Our pronouncement in *Pacquing v. Coca-Cola Philippines, Inc.* is instructive.

As to the defective verification in the appeal memorandum before the NLRC, the same liberality applies. After all, the requirement regarding verification of a pleading is formal, not jurisdictional. Such requirement is simply a condition affecting the form of pleading, the non-compliance of which does not necessarily render the pleading fatally defective. Verification is simply intended to secure an assurance that the allegations in the pleading are true and correct and not the product of the imagination or a matter of speculation, and that the pleading is filed in good faith. The court or tribunal may order the correction of the pleading if verification is lacking or act on the pleading although it is not verified, if the attending circumstances are such that strict compliance with the rules may be dispensed with in order that the ends of justice may thereby be served. Moreover, no less than the Labor Code directs labor officials to use reasonable means to ascertain the facts speedily and objectively, with little regard to technicalities or formalities; while Section 10, Rule VII of the New Rules of Procedure of the NLRC provides that technical rules are not binding. Indeed, the application of technical rules of procedure may be relaxed in labor cases to serve the demand of substantial justice. Thus, the execution of the verification in the appeal memorandum by only two complainants in behalf of the other complainants also constitute substantial compliance.

Clearly, the NLRC properly took cognizance of the appeal of all the named complainants even though it was signed by only one of them. While the right to appeal is a statutory and not a natural right, it is nonetheless an essential part of our judicial system. Courts are, therefore, advised to proceed with caution, so as not to deprive a party of the right to appeal. Litigants should have the amplest opportunity for the proper and just disposition of their cause — free, as much as possible, from the constraints of procedural technicalities. Thus, contrary to respondents' claim, the decision had not attained finality even as to those who did not sign the appeal memorandum (citation omitted).

Now, to the substantive issues.

MSIC calls attention to this Court's Decision in *MSIC Transportation, Inc. and Farah Jocelyn G. Jimenez v. Eduardo Destura, Richard Draper, & National Labor Relations Commission* (CA-G.R. SP No. 115667) and in *Eduardo Destura v. The National Labor Relations Commission, MSIC Transportation, Inc./ Maria Socorro I. Claviano and Farah Jocelyn G. Jimenez* (CA-G.R. SP No. 119389), affirmed with finality[14] by the Supreme Court, wherein the chauffeurs-complainants were held to be project employees of MSIC in its business of car rental, and that their termination, coinciding as it did with the termination of the service contracts of hotel and corporate clients of MSIC, was not tantamount to illegal dismissal. MSIC asserts that the facts obtaining in the

cited cases are similar in nature to these petitions; and that the NLRC held in the cited cases that the service contracts of MSIC with the hotels were valid projects, and the workers are project employees whose termination were legal and valid when the projects expired, the NLRC chose not to consider these cases in arriving at a resolution in the assailed Decision.

We agree with MSIC for the following reasons:

First, Article 280 (now Article 293) of the Labor Code provides as follows:

ARTICLE 293[15]. Regular and Casual Employment. — The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer, except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or services to be performed is seasonal in nature and the employment is for the duration of the season. (Emphasis ours)

An employment shall be deemed to be casual if it is not covered by the preceding paragraph: Provided, That any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exist.

Under this provision, employment is defined as either regular or casual. Project or fixed-period employment, although usually necessary or desirable in the usual business or trade of the employer are considered exceptions to regular employment. In Article 280 of the Labor Code, the test of whether an employment is a project employment, is whether or not the employees were assigned to carry out a specific project or undertaking, the duration of which was specified at the time the employees were engaged for that project[16].

GMA Network, Inc. vs. Carlos P. Pabriga, et al.[17] instructs, that:

[I]n order to safeguard the rights of workers against the arbitrary use of the word "project" to prevent employees from attaining the status of regular employees, employers claiming that their workers are project employees should not only prove that the duration and scope of the employment was specified at the time they were engaged, but also that there was indeed a project. As discussed above, the project could either be (1) a particular job or undertaking that is within the regular or usual business of the employer company, but which is distinct and separate, and identifiable as such, from the other undertakings of the company; or (2) a particular job or undertaking that is not within the regular business of the corporation. As it was with regard to the distinction between a regular and casual employee, the purpose of this requirement is to delineate whether or not the employer is in constant need of the services of the specified employee. If the particular job or undertaking is within the regular or usual business of the employer company and it is not identifiably distinct or separate from the other undertakings of the company, there is clearly a constant necessity for the performance of the task in question, and therefore said job or undertaking should not be considered a project. (Boldface supplied)

To prove that Rojas, et. al. were project employees, MSIC presented the service contract it signed with New World Hotel and Intercontinental Hotel Manila and the individual project employment contracts of Rojas, et. al., and the notice to the DOLE of the termination of employment of Rojas, et. al..

The NLRC disregarded these pieces of evidence and, instead, ruled that MSIC did not deny, thereby admitting, that it had continuously employed Rojas, et. al., but failed to show the first time that Rojas, et. al. signed up for their first project employment with MSIC. The NLRC stated[18] that MSIC failed to present individual written contracts of employment duly signed by Rojas, et. al. on their respective first day of employment, which could

have proven that when the latter were first employed by it, their employment had been fixed for a specific project or undertaking, the completion or termination of which had been determined on the relevant first dates of hiring or engagement; and concluding that Rojas, et. al. were not hired as project employees on their first date of employment, and are, therefore, regular employees of MSIC.

However, the NLRC, did not discuss why the present individual employment contracts of Rojas, et. al., showing that their employment were co-terminous with the service agreements of MISC with New World Hotel and Intercontinental Hotel Manila, are not valid project employment contracts, the conclusion or termination of which employment had been pre-determined at the point of hiring with the lifetime of the particular project covered by the service agreement. It is settled that the length of service of a project employee is not the controlling test of employment tenure but whether or not the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee[19].

At bar, the contracts of employment presented by MSIC show that Rojas, et. al. were hired for the duration of MSIC's service contract, denominated as the Hotel Limousine and Taxi Services Agreement, and that their employment is co-terminous with the completion or termination of the service agreements for which they had been hired. The employment contracts of Rojas, et. al. expressly provided that their employment were dependent on the duration of the specific service agreement. Furthermore, MSIC has submitted to the labor department reports of the termination of services of the project workers. We cannot find any satisfactory or logical reason why the NLRC reversed the findings of the Labor Arbiter which were supported by the evidence on record; in short, the NLRC committed grave abuse of discretion in issuing the assailed Decision.

The facts of these case show that MSIC's business depends on its contracts, in this instance, with the hotels. To rule that Rojas, et. al. are regular employees is to say that MSIC should pay them their salary even if they no longer have any service agreement with the hotels. In this regard, the Supreme Court held that it would be extremely burdensome for their employer to retain them as permanent employees and pay them wages even if there were no projects to work on[20].

With regard to the dismissal of the 5, we are in agreement with the Labor Arbiter's findings, that[21]:

For those complainants terminated due to repeated violations of the attendance policy, evidence on record shows that they indeed incurred those tardiness and absences. The complainants' contention that they were not consulted prior to the promulgation of the Attendance Policy does not appear to be a valid point, considering that they were admittedly aware of the policy and such policy has never been the subject of protest or controversy until the same was applied upon their violations of it. The Attendance Policy, which provides for graduated sanctions, does not appear to be arbitrary. Indeed, its feature of wiping clean an employee's record after one year is generous and commendable. Thus, the termination of the five (5) complainants due to violation of the company policy is likewise valid and legal. It is the prerogative of the employer to prescribe reasonable rules and regulations necessary or proper for the conduct of its business and to provide certain disciplinary measures in order to implement said rules, and to assure that the same would be complied with.

Contrary to the conclusion reached by the NLRC that the dismissal of the 5 based on excessive tardiness is not in accord with MSIC's rule on tardiness, we find otherwise. MSIC's business is to provide prompt service to the guests of the hotel with which it has a service agreement. It is crucial that in the service it provides, the MSIC employees are disciplined and prompt in carrying out their assigned tasks. A review of the rule of MSIC shows that the same is reasonable as the erring employees were given fair warning that an incursion of the same infraction will eventually lead to dismissal from service.

It is the employer's prerogative to prescribe reasonable rules and regulations necessary or proper for the conduct of its business or concern, to provide certain disciplinary measures to implement said rules, and to ensure that the

rules are complied with. At the same time, it is one of the fundamental duties of the employee to yield obedience to all reasonable rules, orders, and instructions of the employer, and willful or intentional disobedience thereof, as a general rule, justifies rescission of the contract of service and the peremptory dismissal of the employee[22].

Second, the applicability of the principle of *res judicata* (which means a "matter adjudged"). The focal point of *res judicata* is the judgment. The principle states that a judgment on the merits in a previous case rendered by a court of competent jurisdiction would bind a subsequent case if, between the first and second actions, there exists an identity of parties, of subject matter, and of causes of action[23].

Also, to a certain extent, the principle of *stare decisis non quita et movere* (or simply, *stare decisis* which means "follow past precedents and do not disturb what has been settled"), is applicable. The focal point of *stare decisis* is the doctrine created. The principle, entrenched under Article 8 of the Civil Code, evokes the general rule that, for the sake of certainty, a conclusion reached in one case should be doctrinally applied to those that follow if the facts are substantially the same, even though the parties may be different. It proceeds from the first principle of justice that, absent any powerful countervailing considerations, like cases ought to be decided alike. Thus, where the same questions relating to the same event have been put forward by the parties similarly situated as in a previous case litigated and decided by a competent court, the rule of *stare decisis* is a bar to any attempt to re-litigate the same issue[24].

These principles are general procedural law principles which both deal with the effects of previous but, notably, factually similar dispositions to subsequent cases[25].

The factual basis of these petitions are similar to those decided by this Court in CA-G.R. SP No. 115567 and CA-G.R. SP No. 11989, wherein Eduardo Destura and Richard Draper were hired by MSIC as chauffeurs for its service agreement with Holiday Inn Galleria Manila and Crowne Plaza Galleria Manila, respectively. The consolidated decision of the Court ruled that "it was not disputed that MSIC contracted Destura's service by specific projects with the duration of his work clearly set out to him. He remained a project employee regardless of the number of years and the various projects he worked for the company"[26]; and, that "...the business of petitioner MSIC Transportation, Inc. depends entirely on concessionaire agreements with clients for the provision of a fleet of cars and drivers for a definite period. Thus, it is only logical for petitioner to engage the services of personnel who will provide manpower requirement only for a period of time corresponding to the term of the contract. It would be absurd to hire regular employees whose services will be permanent and not co-terminous with the duration of the contract"[27]. These involve: (1) the same parties -- MSIC and its employees; (2) the same issues -- whether the employees may be deemed project or regular employees, and whether the termination of the employment is legal and in accord with law and due process; and (3) the same cause of action -- labor cases. The doctrine enunciated in these cases is that once a project is identified, the employees hired pursuant to the needs and requirements of the business and the project, are project employees and not regular employees; as such project employees, their tenure is fixed to the project contract, and notice to the DOLE of the conclusion of the project effects the termination of employment.

We do not find any reason to digress from this Court's earlier decision which, incidentally, was declared final[28] by the Supreme Court on February 25, 2013.

To recapitulate, we rule that Rojas, et. al. are project employees whose termination from employment were valid under the law; and that the dismissal of the 5 project employees prior to the termination of the project, because of excessive tardiness, was valid. Consequently, we have no other recourse but to reverse the assailed Decision and Resolution of the NLRC, and reinstate the decision of the Labor Arbiter.

WHEREFORE, premises considered, the Petition for Certiorari filed by MSIC is GRANTED. The Decision dated

February 8, 2013, and the Resolution dated April 8, 2013, issued by the National Labor Relations Commission in NLRC LAC No. 09-002613-12 are SET ASIDE. The Decision of the Labor Arbiter dated September 28, 2012 in NLRC NCR Case No. 10-14375-10 is REINSTATED.

SO ORDERED.

Dicdican, I. P., Chairperson, and Ybañez, E. A., JJ. , concur.

[1] CA G.R. SP No. 130333, rollo, pp. 2-35.

[2] Ibid., pp. 38-62.

[3] Ibid., pp. 64-5.

[4] Ibid., pp. 654-669.

[5] CA-G.R. SP No. 130489, rollo, volume III, pp. 1006-39. Private respondent Jonathan Molina revoked the authorization he gave to Rojas and filed his own petition for certiorari. On February 7, 2014, MSIC filed a manifestation that they have entered into a settlement with Molina, rollo, pp. 956-7 and Molina, through his counsel also submitted a manifestation before the Court regarding the settlement. As such, Jonathan Molina is already excluded in this Decision.

[6] Rollo, pp. 109-17.

[7] Rollo, pp. 118-144.

[8] Rollo, pp. 147-254.

[9] Rollo, pp. 256-7.

[10] Rollo, p. 301-3.

[11] Rollo, 305-6.

[*] Name should be “ADELUNA”.

[12] Rollo, pp. 61-2.

[13] G.R. No. 176748, September 1, 2010.

[14] G.R. Nos. 203097-98, February 25, 2013, rollo, pp. 767-8.

[15] As amended by PD 850, Section 33; and further renumbered by RA 10151 per annotation of the Philippine Law Encyclopedia.

[16] Omni Hauling Services, INC., Lolita Franco, and Aniceto Franco vs. Bernardo Bon, G.R. No. 199388, September 3, 2014.

[17] G.R. No. 176419, November 27, 2013.

[18] Rollo, p. 49.

[19] Cf. Filipinas Pre-fabricated Building Systems (FILSYSTEMS), Inc., and Felipe A. Cruz Jr. vs. Roger D. Puente, G.R. No. 153832, March 18, 2005.

[20] Pedy Caseres and Andito Pael vs. Universal Robina Sugar Milling Corporation (URSUMCO) , G.R. No.

159343. September 28, 2007 citing *Palomares v. National Labor Relations Commission*, G.R. No. 120064. August 15, 1997.

[21] Rollo, pp. 667-8.

[22] *St. Luke's Medical Center vs. Daniel Quebral*, G.R. No. 193324, July 23, 2014, citing *Family Planning Organization of the Philippines, Inc. v. NLRC*, G.R. No. 75907, March 23, 1992.

[23] *Ibid.*.

[24] *Ibid.*.

[25] Cf: *Belgica, Et.Al. vs. Honorable Executive Secretary Ochoa, Jr., Secretary of Budget and Management Abad, National Treasurer Rosalia V. De Leon, Senate of the Phils. represented by Senate President Drilon, and House of Representatives represented by Speaker of the House of Representatives Belmonte, Jr.; Social Justice Society (SJS) President Samson S. Alcantara vs. Honorable Senate President Drilon and Honorable Speaker of the House of Representatives Belmonte, Jr.; and Nepomuceno, Former Mayor-Boac, Marinduque Former Provincial Board Member -Province of Marinduque vs. President Benigno Simeon C. Aquino III and Secretary of Budget and Management Abad*, G.R. No. 208566, G.R. No. 208493, and G.R. No. 209251, November 19, 2013.

[26] *MSIC Transportation, Inc. v. Eduardo Destura, et al.*, CA-G.R. SP No. 115667 and *Eduardo Destura v. NLRC, et al.*, CA G.R. SP No. 119389, April, 12, 2012, p. p. 14, Rollo, volume I, p.757.

[27] *Ibid.*, p. 763.

[28] *Supra*, note 14.

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