

NORTHSTAR PETROLEUM INC. AND/OR JAY NANO, RAYMUND VILLAVICENCIO, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (SECOND DIVISION) AND ROEL M. TORIO, LORETO M. ALMONTE, JR....

Ponente: SALAZAR-FERNANDO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/ba86e7b0969b/>

SALAZAR-FERNANDO, J.:

Before this Court is a Petition for Certiorari[1] under Rule 65 of the 1997 Revised Rules of Civil Procedure seeking to annul and set aside the Resolutions dated July 31, 2013[2] and September 13, 2013[3] of the National Labor Relations Commission (Second Division) in NLRC LAC No. 05-001716- 13, NLRC CASE No. RAB I-11-1102-12(LU-2), NLRC CASE NO. RAB I-11-1103-12(LU-2), NLRC CASE NO. RAB I-11-1104-12(LU-2), entitled “Roel M. Torio, Loreto M. Almonte, Jr., Joel D. Madriaga, Jojet G. Mangaoang, Complainants, vs. Northstar Petroleum Inc. and/or Jay Nano, Raymund Villavicencio, Respondents; Sonny Boy M. Torio, Lito C. Catbagan, Jr., Melchor B. Dulay, Edgar Allan A. Mangaoang, Franco T. Mangaoang, Jofer M. Santos, Eduardo O. Sicat, Jr., Complainants, vs. Northstar Petroleum Inc. and/or Jay Nano, Raymund Villavicencio, JVC Gasoline Station and/or Rowena C. Garcia, Respondents; Roderick M. Alterado, Complainant, vs. Northstar Petroleum Inc. and/or Raymund Villavicencio, Jay Nano, Respondents.”, respectively, the dispositive portions of which read:

July 31, 2013 Resolution

“WHEREFORE, premises considered, the assailed Decision of Labor Arbiter Irenarco R. Rimando is hereby MODIFIED in that respondents Northstar Petroleum Inc., JVC Gas Station Agoo and Flying V Gas Station, Aringay are also directed to jointly and severally pay complainants, holiday and service incentive leave pay, and correspondingly adjusting the 10% of the total award as attorney's fees, hence, the following:

Sustained awards

Holiday pay

SILP

TOTAL

1. Roel M. Torio

P177,870.00

10,560.00

4,606.25

193,036

2. Loreto M. Almonte

131,793.50

7,044.00

3,077.08

141,914.58

3. Jojet G. Mangaoang

131,793.50

7,044.00

3,077.08

141,914.58

4. Sonny Boy M. Torio

114,584.50

7,044.00

3,261.33

124,889.83

5. Melchor B. Dulay

114,584.50

7,044.00

3,261.33

124,889.83

6. Franco T. Mangaoang

113,400.00

8,960.00

4,128.83

126,488.83

7. Joel D. Madriaga

69,608.00

1,368.00

754.35

71,729.35

8. Roderick M. Alterado

68,185.50

7,044.00

3,077.08

78,306.58

9. Lito C. Catbagan, Jr.

82,221.50

4,104.00

2,086.20

88,414.17

10. Edgar Allan A. Mangaoang

82,221.50

7,044.00

3,261.33

92,526.83

11. Jofer M. Santos

72,859.50

2,736.00

1,199.85

76,795.35

12. Eduardo O. Sicat

78,221.00

2,964.00

1,389.85

82,575.35

P1,237,343.50

72,956.00

33,180.56

1,343,481.53

The computation of this Commission's Computation Unit forms part of the resolution

The rest of the decision STANDS.

SO ORDERED.”

September 13, 2013 Resolution

“WHEREFORE, the motion for reconsideration is denied for lack of merit.

NO FURTHER MOTION OF SIMILAR NATURE SHALL BE ENTERTAINED.

SO ORDERED.”

The facts are:

Private respondents were hired by the petitioners on the following dates: Roel Torio in 2005; Jojet G. Mangaoang in 2007; Loreto M. Almonte, Jr. in 2007; Joel D. Madriaga in February 2012 and Roderick M. Alterado in March 2012. They all received a salary of P200 per day except for Roel M. Torio who was paid P330.00 a day and worked for seven (7) days a week. All of them were assigned at Flying V, Aringay, La Union under the name of petitioner Northstar Petroleum, Inc. (Northstar for brevity) and managed by its sister company, Sunrie Petroleum, Inc.

On September 29, 2012, private respondents Roel Torio, Jojet G. Mangaoang, Loreto M. Almonte, Jr., Joel D. Madriaga and Roderick M. Alterado, reported for duty but were surprised to discover that somebody else were performing their assigned tasks. They were told by petitioner Jay Nano (Nano for brevity) that as per instruction of the management, their services are no longer needed. They had no recourse but to leave the workplace and seek redress from the Arbitration Branch of public respondent NLRC.

On the other hand, the following private respondents were hired on the following dates: Franco T. Mangaoang in June 2009; Sonny Boy M. Torio in June 2009; Melchor B. Dulay in June 2009; Lito C. Catbagan in 2011, Edgar Allan A. Mangaoang in 2011; Jofer M. Santos in November 2011; and Eduardo O. Sicat, Jr. in September 2011. They were assigned at JCV Gasoline Station, Agoo, La Union which is under the name of petitioner Northstar and managed by Sunrie Petroleum, Inc. Said private respondents received salary of P200.00 per day except for Franco T. Mangaoang who received a salary of P280.00 per day.

On October 10, 2012, private respondents Sonny Boy M. Torio, Franco T. Mangaoang, Melchor B. Dulay, Lito C. Catbagan, Jr., Edgar Allan A. Mangaoang, Jofer M. Santos and Eduardo O. Sicat, Jr., were likewise told by petitioner Nano that the management decided to terminate their services. When private respondents reported for duty, they were no longer allowed to perform their customary tasks.

During the course of their employment, private respondents, except for Roel M. Torio and Loreto Almonte, were required to affix their signatures in an Employment Agreement Contract with RP Robbean Staffing Services Company (Robbean for brevity). Petitioner Northstar alleged that private respondents, during the period of their employment, committed actions and omissions that were inimical to its operations or interests. These were documented by its officer-in-charge, petitioner Nano, and blotted in the police stations of Agoo and Aringay, La Union.

Despite the infractions committed by the private respondents, petitioner Northstar did not legally pursue them because it already incurred losses due to such infractions.

As a result of their dismissal, private respondents filed a complaint for illegal dismissal, non-payment and underpayment of salaries/wages, 13th month pay, service incentive leave, separation pay, damages and attorney's fees.

On March 30, 2013, the Labor Arbiter rendered a decision, the dispositive portion of which reads:

“IN VIEW THEREOF, judgment is hereby rendered declaring that the complainants were illegally dismissed; and that except for Roel M. Torio and Franco T. Mangaoang, who were paid daily rate of P330.00 and P280.00 per day, the rest of the complainants were underpaid.

Respondents Northstar Petroleum, Inc., JVC Gas Station Agoo and Flying V Gas Station, Aringay are directed to jointly and severally pay the money claims such as underpayment of salaries, backwages, 13th month pay, separation pay, unpaid wages of the complainants as follows:

SUMMARY

Complainants

Amount

Of Claims

1. Roel M. Torio

P177,870.00

2. Loreto M. Almonte

131,793.50

3. Jojet G. Mangaoang

131,793.50

4. Sonny Boy M. Torio

114,584.50

5. Melchor B. Dulay

114,584.50

6. Franco T. Mangaoang

113,400.00

7. Joel D. Madriaga

69,608.00

8. Roderick M. Alterado

68,185.50

9. Lito C. Catbagan, Jr.

82,221.50

10. Edgar Allan A. Mangaoang

82,221.50

11. Jofer M. Santos

72,859.50

12. Eduardo O. Sicat

78,221.50

TOTAL CLAIMS

P1,237,343.50

plus 10% thereof as Attorney's Fees.

SO ORDERED.”

Aggrieved, petitioners appealed to public respondent NLRC which rendered the assailed resolution dated July 31, 2013. Petitioners moved for the reconsideration of the said resolution, however, the same was denied in a resolution dated September 13, 2013. Hence, this petition for certiorari presenting this lone issue, to wit:

“WHETHER OR NOT PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT DECLARED THAT PRIVATE RESPONDENTS WERE ILLEGALLY DISMISSED AND ENTITLED TO PAY THEM SEPARATION PAY PLUS BACKWAGES.”

The petition is devoid of merit.

The power to dismiss an employee is a recognized prerogative that is inherent in the employer's right to freely manage and regulate his business. Under the Labor Code, an employee may be validly terminated on the following grounds: 1) just causes under Article 282; 2) authorized causes under Article 283; 3) termination due to disease under Article 284; and 4) termination by the employee or resignation under Article 285.

The Labor Code decrees that an employee cannot be dismissed, except for the most serious causes. The burden of proof is always on the employer to prove that the dismissal was for a just and valid cause.[4] In this case, petitioners miserably failed to discharge this burden.

Notably, petitioners charged private respondents for violation of Article 282 of the Labor Code particularly paragraphs (a) and (c) thereof which state that:

“ART. 282. Termination by employer. -An employer may terminate an employment for any of the following just causes:

(a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his works;

(b) x x x

(c) Fraud or willful breach of the employee of his duties;

x x x.”

To support their allegations that private respondents committed the foregoing infractions, petitioners presented incident reports[5] and police blotters[6] in connection therewith. However, a careful scrutiny of these pieces of evidence readily reveals that the same were just an afterthought on the part of the petitioners to demonstrate a semblance of propriety of their act of illegally dismissing private respondents. Their dates reveal that these incident reports and police blotters were only made after private respondents were already unceremoniously dismissed.

Concededly, an employer cannot be legally compelled to continue with the employment of an erring employee. However, the law requires that the employee be informed of the particular acts or omissions for which his dismissal is sought.[7] The most basic of tenets in employee termination cases is that no worker shall be dismissed from employment without the observance of substantive and procedural due process.[8] In implementing these principles, the Labor Code requires the employer to furnish the employee with two (2) written notices, to wit: 1) a written notice served on the employee specifying the ground or grounds for termination, and

giving said employee reasonable opportunity within which to explain his side; and 2) a written notice of termination served on the employee indicating that upon due consideration of all the circumstances, grounds have been established to justify his termination.[9] Sadly, petitioners failed to observe these requirements of due process as private respondents were just summarily dismissed without affording them the right to be notified and informed of their infractions, and an opportunity to explain their side.

Evidence shows that private respondents were illegally dismissed. Article 279 of the Labor Code provides that an employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and his full backwages, inclusive of allowances, and his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement. However, there are circumstances which militate against the propriety of reinstatement of illegally dismissed employee. In such cases, payment of separation pay, in lieu of reinstatement, has been allowed. In this case, private respondents opted not to be reinstated, hence, payment of separation pay is in order.

Petitioners claim that private respondents are not entitled to overtime pay, holiday pay, and service incentive pay under Articles 82 to 95 of the Labor Code since they were employed by two (2) separate entities, i.e petitioner Northstar and JCV Gasoline Station, hence, there are less than ten (10) employees in each gasoline station, thus, the abovesited provisions of the law do not apply. On this score, the public respondent NLRC correctly observed, thus:

“We uphold, therefore, the award of separation pay and backwages. With respect to the Labor Arbiter’s findings that Northstar has less than ten (10) workers and is thus, exempted from payment of holiday pay, overtime pay and five (5) day incentive leave, We find that respondents have not offered any evidence to prove that this is so. Complainants Roel M. Torio, Loreto M. Almonte, Joel Madriaga, Jojet G. Mangaoang and Roderick Alterado wrote in their amended complaints that the number of employees in their place of assignment is five (5), while complainants Lito C. Catbagan, Edgar Allan M. Mangaoang, Franco R. Mangaoang, and Sonny Boy M. Toriono admitted that they were only seven (7). Respondents themselves did not deny such allegation nor presented evidence to prove otherwise.

Taken from these declarations of Complainants the total number of Northstar’s employees is twelve (12) as evidenced by the number of complainants in this case. Having admitted that it owns and operates JCV Gasoline Station and that all complainants are its employees (pp. 53- 54, Records), respondent Northstar is not an exempted employer under Articles 82 to 95 of the Labor Code; they are not exempted from paying holiday pay and service incentive leave pay. Thus, respondent Northstar is liable to pay such benefits as mandated by law. However, since complainants were not able to prove by substantial evidence that they rendered overtime work, the claim for this has to be denied for lack of basis.”

WHEREFORE, premises considered, the petition is hereby DENIED for lack of merit. The assailed resolutions dated July 31, 2013 and September 13, 2013 of the National Labor Relations Commission (Second Division) in NLRC LAC No, 05-001716-13, NLRC Case No. RAB I-11-1102-12(LU-2); NLRC Case No. RAB I-11-1103-12(LU-2); NLRC Case No. RAB I- 11-1104-12(LU-2) are hereby AFFIRMED.

SO ORDERED.

Bruselas, Jr., and Barrios,[*] JJ., concur.

[*] Vice J. Samuel H. Gaerlan per Office Order No. 270-14-RSF dated June 6, 2014.

[1] Rollo, pp. 3-28

[2] *id.*, pp. 143-158

[3] *id.*, pp. 184-186

[4] *Ilagan vs. Court of Appeals*, 557 SCRA 393

[5] *Rollo*, pp. 46, 48, 49 and 51

[6] *id.*, pp. 45, 47 and 50

[7] *AMA Computer College-East Rizal vs. Ignacio*, 590 SCRA 633

[8] *Moreno vs. San Sebastian College-Recoletos, Manila*, 550 SCRA 414

[9] *Formantes vs. Duncan Pharmaceuticals, Phils., Inc.*, 607 SCRA 268

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.