RELIGIOUS OF THE VIRGIN MARY, PETITIONER, VS. THE NATIONAL LABOR RELATIONS COMMISSION, COLEGIO DE SAN PASCUAL BAYLON (GIRLS' DEPARTMENT), AUREA EVANGELISTA, CLARITA ALEJO, JOCEL...

G.R. No. 103606. October 13, 1999

Ponente: MENDOZA, J.

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MENDOZA, J.:

This is a petition for certiorari of the decision,[1] dated November 18, 1991, of the National Labor Relations Commission, affirming the decision of then Labor Arbiter Ireneo B. Bernardo, dated April 28, 1989, the dispositive portion of which reads:

> WHEREFORE, judgment is hereby rendered in favor of complainants, directing respondents R.V.M. and CDSPB to pay jointly and severally to complainants their unpaid salaries and wages due them for the month of May 1987, amounting to P67,139.84, plus 10% thereof or P6,713.98 as attorney's fees for the complainants' counsel of record.

The facts are as follows:

Private respondent Colegio de San Pascual Baylon (CDSPB)[2] is a religious educational institution owned by the Diocese of Malolos, Bulacan, which operates two high school departments (the Boys' and the Girls' departments) in Obando, Meycauayan, Bulacan.

On July 18, 1983, CDSPB, represented by the Bishop of Malolos, entered into an Agreement[3] with petitioner Religious of the Virgin Mary (RVM), a religious congregation, whereby the latter was designated to "run, administer and operate the [CDSPB] Girls' Department." The Agreement was for a term of 10 years, commencing in the school year 1983-1984. The Agreement provided:

> A G R E E M E N T
>
> KNOW ALL MEN BY THESE PRESENTS
>
> This instrument is made and entered into by and between --

THE ROMAN CATHOLIC BISHOP OF MALOLOS, INC., a corporation sole duly registered and existing under and by virtue of the laws of the Philippines with principal office of Malolos, Bulacan, represented by His Excellency, the MOST REVEREND CIRILO R. ALMARIO, JR., D.D., Bishop of Malolos, herein-after referred to as the BISHOP,

- and -

THE RELIGIOUS OF THE VIRGIN MARY, a religious corporation duly organized and existing under the laws of the Philippines, with address at 214 N. Domingo St., Quezon City, represented by REV. M. MARIA

JOSEFINA C. YAMZON, R.V.M., Superior General, hereinafter referred to as the CONGREGATION,

W I T N E S S E T H : THAT -

WHEREAS, the Parish of Obando, Bulacan, under and within the jurisdiction of the BISHOP, has and owns a parochial school called ST. PASCUAL INSTITUTION, with a Boys' and Girls' Department occupying separate quarters and premises;

WHEREAS, the Girls Department of ST. PASCUAL INSTITUTION is situated at and occupies a parcel of land in Obando, Bulacan, owned by the BISHOP and more particularly described as follows:

Parcel 357 - part of lot No. 11, situated in the Municipality of Obando, Province of Bulacan, containing an area of FOUR THOUSAND ONE HUNDRED EIGHTY SIX (4,186) SQUARE METERS, more or less, (Full technical Description of which in Original Certificate of Title No. 361 of the Register of Deeds for the Province of Bulacan, which is hereby made an integral part thereof, by way of reference) including the building connected to the Parish Church of Obando, and the Home Economics Building.

WHEREAS, the CONGREGATION is competent to run, administer and operate an educational institution, and the CONGREGATION has the BISHOP's permission to reside in Obando, Bulacan, where the CONGREGATION is engaged in educational work;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and stipulations, terms and conditions hereunder set forth, the parties have agreed, as they hereby agree as follows:

1. The BISHOP has appointed and designated, as he hereby appoints and designates, and the CONGREGATION has accepted, as it hereby accepts, the aforesaid appointment and designation, to run, administer and operate the Girls' Department of ST. PASCUAL INSTITUTION; PROVIDED, however, that during the entire period of this Agreement, the parish Priest of Obando, Bulacan, shall remain as and be the DIRECTOR of the ST. PASCUAL INSTITUTION, including the Girls' Department;

2. By virtue of, in connection with and in furtherance of the purposes of the aforesaid appointment and designation of the CONGREGATION, by the BISHOP, to run, administer and operate the Girls' Department of the ST. PASCUAL INSTITUTION, the BISHOP does hereby entrust and cede into the CONGREGATION, and the CONGREGATION does hereby accept, the use and care of the parcel of land mentioned in the Second WHEREAS above, including the buildings mentioned therein;

3. The CONGREGATION undertakes as its sole responsibility and expense the administration, management and operation of the Girls' Department of ST. PASCUAL INSTITUTION, (Hereinafter, the word "School" shall refer to the Girls' Department of St. Pascual Institution);

4. The CONGREGATION shall provide the school with Sisters qualified to handle the direction and the teaching of the different courses and classes of the school, and if necessary, employ other qualified teachers;

5. The expenses of operating and maintaining the school including, but not limited to, the upkeep of equipment, buildings and other property located in the school; salaries, allowances and other benefits due to teachers and other personnel of the school; repairs and improvements of the school; and all expenses relative to the school shall be for the exclusive account and responsibility of the CONGREGATION;

6. The school shall be operated at all times with a view to serving the needs of the ordinary children of the parish and its vicinity and for that reason, the tuition and other school fees should be as moderate as possible;

7. The CONGREGATION shall at its sole expenses, comply with all laws, ordinances, regulations or circulars of the government, whether national, provincial or municipal, and instrumentalities thereof, relating to the land, school and its building and improvements;

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8. Whatever net profit that may result from the operation of the school, after deducting the expenses of management, administration and supervision, as above-mentioned shall belong exclusively to the CONGREGATION, except as herein under provided; and any loss shall be borne by the CONGREGATION exclusively;

9. Upon failure of the CONGREGATION to comply with the provisions of this Agreement, the BISHOP may declare this contract terminated;

10. Unless otherwise earlier terminated under the provisions of paragraph 8 above, this Agreement shall be valid and effective for a period of ten (10) school years, commencing with the school year 1983-1984;

11. Upon the termination or expiration of this contract, or of its renewal, it is agreed:

a. The CONGREGATION shall deliver the land herein above mentioned, together with all the buildings and improvements existing thereat, to the BISHOP;

b. The BISHOP shall indemnify the CONGREGATION for any constructions or improvements introduced by the CONGREGATION other than the buildings and improvements belonging to the BISHOP according to their value, taking into consideration the depreciation of such constructions or improvements, at the time of departure of the CONGREGATION;

c. Should the CONGREGATION not agree to the appraisal of the BISHOP, both parties shall appoint their respective experts to make a re-appraisal. The decision of those experts may be appealed to the competent Sacred Congregation in Rome, and the decision of the latter shall be final and unappealable;

d. The amount to be indemnified by the BISHOP to the CONGREGATION shall be payable in five (5) equal and successive yearly installments.

Pursuant to the terms of the above agreement, petitioner hired teachers and administrative personnel for the Girls' Department under pro forma appointment papers, viz.:

COLEGIO DE SAN PASCUAL BAYLON

Girls' Department

Obando, Bulacan

July 14, 1986

APPOINTMENT

MRS. SUSAN V. DEL MUNDO

Malanday, Val. Metro Mla.

Dear Mrs. Del Mundo,

You are hereby appointed classroom teacher in the Colegio de San Pascual Baylon at the rate of Eighteen thousand five hundred forty eight and forty centavos (P18,548.40) per annum.

This appointment shall be deemed in full force and subsisting unless expressly terminated by either party for a valid cause or causes and after due process, and approved by the Regional Director.

(Sgd.) Mila Loredo, RVM

(Signature of Principal)

CONFORME:

(Sgd). Susan V. Del Mundo

For Permanent employment only.

Other conditions: I hereby voluntarily and willingly conform to the following conditions:

1. To carry out the objectives of the school and my department in my area(s) of responsibility.

2. To fulfill and carry out my rules and functions as specified in the Faculty Handbook.

3. To attend all official school functions such as meetings, seminars, conferences, programs, etc.

4. To be regular and punctual in the admission of requirements.

5. To follow faithfully the provisions of the Faculty Handbook.

As likewise provided in the Agreement, petitioner received all the income from the Girls' Department, in the form of tuition fees and other charges, and paid all the expenses for the operation of the department.[4]

On April 10, 1987, the Bishop of Malolos pre-terminated the Agreement. As a result, petitioner moved out of the school premises, and CDSPB, through the Bishop of Malolos and his representatives, took over the administration of the Girls' Department.[5] Apparently, the teaching and non-teaching personnel hired by petitioner for school year 1986-1987 continued to render services even after the Agreement was terminated, but they were not paid their salaries for the month of May 1987. Hence, they filed a complaint[6] for unpaid salaries with the NLRC-Regional Arbitration Branch III, naming CDSPB and petitioner as respondents. After the parties had submitted their respective position papers, Labor Arbiter Cresencio J. Ramos rendered a decision,[7] dated October 20, 1987, in favor of the complainant-teachers and ordered CDSPB to pay them their claim for salaries. Petitioner was absolved from any liability. The dispositive portion of the decision reads:

> WHEREFORE, judgment is hereby rendered in favor of the complainants, ordering respondent Colegio de San Pascual Baylon to pay the sum of P67,139.84, to the complainants plus ten per cent (10%) attorney's fees in the amount of P6,713.98 [in] favor of Atty. Liberato C. Taneza, counsel of the complainants.

CDSPB appealed the decision to the NLRC on the ground that it was denied due process since it was not notified of the hearings set by the labor arbiter.[8]

On May 31, 1988, the NLRC set aside the decision of the Labor Arbiter and remanded the case for further proceedings.

The case was subsequently assigned to then Labor Arbiter Ireneo B. Bernardo. When called to a hearing for the reception of further evidence, the parties asked to be allowed instead to file supplemental memoranda. Their request was granted. After the parties had submitted their memoranda, Labor Arbiter Bernardo rendered a decision[9] on April 28, 1989, holding CDSPB and petitioner jointly and severally liable to complainants for the payment of their salaries for May 1987. He explained:

> From the standpoint of this Office, respondent RVM, may, in the wider spectrum of labor relations, be considered an independent contractor. It exercised greater degree of autonomy and independence in running the affairs of respondent CDSPB, with whose real owner/operator it had an Agreement. The hiring and paying of salaries of the complainants primarily rest on it and eventually, the substantial attributes of a direct employer were exercised by it. The respondent CDSPB had actually exercised minimal supervision although it could exercise substantial supervision and control over respondent RVM, as it did when the former preterminated the Agreement it had with the latter. Thus, respondent CDSPB may be considered the statutory or indirect employer of the complainants, insofar as the operation of that institution of learning is concerned. As indirect employer, CDSPB shall be jointly and severally liable with its contractor, the respondent RVM, for the unpaid

> wages and salaries of the latter's employees, the herein complainants. It is for this reason that the indirect employer is allowed to require the contractor or sub-contractor to post/furnish a bond at least equal to the cost of labor under contract on condition that the bond will answer for the wages due the employees should the contractor or sub-contractor fail to pay the same.[10]

On appeal, the NLRC adopted the findings of the labor arbiter and affirmed his decision. Hence, this petition. Petitioner assigns the following errors:

> 1. THE COMPLAINT A QUO BEING A REMANDED CASE ON THE GROUND THAT THE OTHER RESPONDENT BELOW COLEGIO DE SAN PASCUAL BAYLON WAS DENIED DUE PROCESS OF LAW AND THE PARTIES HAVE NOT PRESENTED ANY NEW EVIDENCE BEFORE SECOND LABOR ARBITER IRENEO B. BERNARDO, IT WAS GRAVE ERROR ON THE PART OF THE NLRC TO AFFIRM THE DECISION OF ARBITER BERNARDO WHICH DISREGARDED THE EARLIER DECISION OF THIS CASE RENDERED BY FIRST LABOR ARBITER CRESENCIO J. RAMOS DATED OCTOBER 20, 1987.
>
> 2. THE OTHER RESPONDENT BELOW COLEGIO DE SAN PASCUAL BAYLON IS THE EMPLOYER OF THE PRIVATE RESPONDENTS HEREIN AND NOT THE PETITIONER HEREIN RVM CONGREGATION WHICH WAS MERELY THE ADMINISTRATOR OR MANAGER OF THE GIRLS' DEPARTMENT OF THE SCHOOL DULY APPOINTED BY THE BISHOP OF MALOLOS AS OWNER OF THE SCHOOL.
>
> 3. THE RVM CONGREGATION'S APPOINTMENT AS ADMINISTRATOR OR MANAGER FOR THE GIRLS' DEPARTMENT OF THE SCHOOL WAS REVOKED OR TERMINATED ON APRIL 10, 1987 AND SO, IT HAD NO MORE ACCESS TO THE INCOME OF THE GIRL'S DEPARTMENT FOR THE MONTHS OF APRIL AND MAY 1987 WITH WHICH TO PAY THE MAY 1987 SALARIES OF THE HEREIN PRIVATE RESPONDENTS.
>
> 4. THE RVM CONGREGATION IS NOT AN INDEPENDENT CONTRACTOR.

CDSPB likewise questions the decision of the NLRC. It argues:[11]

> 1. RESPONDENT CDSPB ALSO ASSAILS THE DECISION DATED 18 NOVEMBER 1991 OF THE THIRD DIVISION OF THE NLRC.
>
> 2. PETITIONER RVM CONGREGATION, BEING THE EMPLOYER OF THE COMPLAINANTS, IS SOLELY RESPONSIBLE FOR THE LATTER'S PAY FOR MAY 1987.
>
> 3. PETITIONER RVM CONGREGATION, NONETHELESS, RECOGNIZES ITS LEGAL AND MORAL OBLIGATIONS TO PAY THE COMPLAINANTS' SALARIES FOR MAY 1987
>
> 4. TO HOLD RESPONDENT CDSPB JOINTLY AND SEVERALLY LIABLE WITH PETITIONER RVM CONGREGATION IS CLEARLY UNJUST AND PREJUDICIAL TO THE FORMER.

The parties agree that private respondents have not been paid their salaries for the month of May 1987 and that they are entitled to the payment thereof. The only question in this case is the liability of either or both of them for payment of private respondents' salaries. It is thus necessary to determine the relationship between petitioner and CDSPB under the Agreement.

Petitioner contends that CDSPB is the employer of complainants. It maintains that it is not an independent contractor but merely the manager or administrator of the Girls' Department, and that after the Agreement was terminated on April 10, 1987, it no longer had any access to the income of the school to entitle and enable it to pay the salaries of complainants.[12]

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CDSPB, on the other hand, contends that petitioner is not an independent contractor but the sole employer of private respondents-complainants. It further argues that the payment of salaries for the month of May 1987 should come from the fees collected by petitioner during the school year 1986-1987.[13]

For its part, the Solicitor General, representing the NLRC, contends that, as regards private respondents-complainants, petitioner and CDSPB are employer and contractor, respectively, under Article 106 of the Labor Code. They should, therefore, be held solidarily liable for payment of private respondents' salaries under Article 109 of the Code.[14]

We find petitioner's arguments to be meritorious and the position of CDSPB and the ruling of the NLRC untenable.

The Agreement shows that petitioner entered into the same not as an independent contractor but, as it claims, a manager or administrator of the school. It is true that under the Agreement, petitioner had the "sole responsibility and expense [over] the administration, management and operation of the Girls' Department," as well as the authority to employ teachers needed by the school, impose and collect tuition fees, and pay the expenses of operations. However, control and supervision over the school's operations remained in the hands of the Diocese of Malolos, owner of CDSPB, represented by the Parish Priest of Obando, Bulacan, who acted as school director. The extent of his authority over the management and operations of the school is clearly shown in a memorandum,[15] dated September 30, 1986, issued by the Bishop of Malolos, which reads:

> COLEGIO DE SAN PASCUAL BAYLON
>
> Pag-Asa, Obando, Bulacan
>
> THE DIRECTOR
>
> 1. He shall have general control and supervision over all academic and administrative matters.
>
> 2. All officers, faculty members and employees of the institution shall be responsible to and shall be under the direction of the Director.
>
> 3. He shall determine and prepare the agenda of all meetings of the Board without prejudice to the right of any member of the Board to have any matter included therein.
>
> 4. He shall preside at commencement exercises and other functions of the Colegio.
>
> 5. All letters, appeal, complaints, etc. by the dean, principals, faculty members, employees, and students of the Colegio shall be coursed through him, otherwise they shall not be recognized by the Board; provided, however, that the Director may not withhold from the Board any communication addressed to it.
>
> 6. Upon consultation with the dean and principals concerned as the case may be, he shall appoint qualified persons to fill vacancies.
>
> 7. More specifically, as academic and administrative head, the Director shall exercise the following powers, subject to confirmation by the Board of Trustees.
>
> a. To accept the resignation of faculty members and employees;
>
> b. To grant or deny leaves of absence with or without pay and/or extend such leaves;
>
> c. To recommend to the Board of Trustees the retirement of the members of the faculty and employees;
>
> d. To make interim appointments;
>
> e. To renew appointments for not more than one year if the budget permits and the services are necessary.

> f. To supervise and control, through the Coordinator of Student Affairs, all extra-curricular activities of the students and to promulgate rules for the organization and operation of student organization and for the election and qualifications of the officers thereof.

The Director shall inform the Board of Trustees of all actions taken by him in accordance with these functions.

> 8. He shall hold officers, faculty members, and employees, to the full discharge of their duties; if in his judgment the necessity arises, he shall, after consultation with the dean or principal concerned, in proper cases, initiate the necessary proceedings, for the separation from service of any of them.
>
> 9. He shall submit through the Board, an annual report of the operation of the Colegio at the close of the school year, and make recommendations thereto, said report to be given to MECS.
>
> 10. He shall submit to the Board of Trustees the annual budget of the Colegio with estimates of income and expenses as prepared by the dean, the principals and the treasurer.
>
> 11. He shall make, sign, deliver, and execute contracts, agreements and other documents wherein the Colegio is a party in the name and in behalf of the school.
>
> 12. He shall sign all checks, negotiable instruments, and other evidence of payments in the name of the school.
>
> 13. He shall have the power to authorize expenses from the miscellaneous items in the budget for maintenance and repairs or remodeling and modification of buildings and grounds and equipment without prior action by the Board of Trustees, provided the total amount does not exceed _____ pesos (P _____)
>
> 14. As the academic leader of the Colegio, he shall represent it in meetings, conferences, conventions in which the Colegio may be interested and speak when occasion arises.
>
> 15. Within the limits of the law and proper decorum, he shall try to secure for the Colegio, aside from the parish appropriation, additional funds and/or property in the form of prizes, scholarships, donations, and endowments and land grants to enable the Colegio to accomplish better the purpose of its establishment.
>
> 16. For the proper conduct of the business of the Colegio, for the implementation of all resolutions of the Board, for the maintenance of the highest possible standard of instruction in the Colegio, for the promotion of peace and order, for the development of cordial relations among the three components of the Colegio - Administration, Faculty and Student Body - the Director shall have such other powers as specially authorized by the Board of Trustees and such as are inherent in or usually pertaining to the Office of the Director of a Colegio. He is also authorized to delegate in writing any of his specific functions to any office under his control and supervision, provided that he shall, at all times, be responsible for the acts of his delegates to the Board of Trustees.

This memorandum leaves no room for doubt that CDSPB, as represented by the director, exercised absolute control and supervision over the school's administration. Under it, the authority to hire, discipline and terminate the employment of personnel is vested in the director, as academic and administrative head of the school.

CDSPB contends, however, that ¾

> ...[T]he designation of the parish priest as director was not unilateral but by mutual agreement between the diocese of Malolos and [petitioner]. This being the case, the parish priest's designation as such director merely makes him, in effect, a member of the school administration which is under the actual and direct control and supervision of the congregation.[16]

The argument has no merit. As this Court has consistently ruled, the power of control is the most decisive factor[17] in determining the existence of an employer-employee relationship. In Encyclopedia Britannica (Phils.), Inc. v. NLRC,[18] we held:

> In determining the existence of an employer-employee relationship the following elements must be present: (1) selection and engagement of the employee; (2) payment of wages; (3) power of dismissal; and (4) the power to control the employee's conduct. Of the above, control of employee's conduct is commonly regarded as the most crucial and determinative indicator of the presence or absence of an employer-employee relationship. Under the control test, an employer-employee relationship exists where the person for whom the services are performed reserves the right to control not only the end to be achieved, but also the manner and means to be used in reaching that end.

In this case, CDSPB reserved the right to control and supervise the operations of the Girls' Department. As noted by the labor arbiter himself and affirmed by the NLRC, although CDSPB "actually exercised minimal supervision over petitioner, [it] could exercise substantial supervision and control as it did when [it] preterminated the Agreement." There was, therefore, no basis in finding that petitioner had a "greater degree of autonomy and independence in running the affairs" of the school. The presence of the school director, whose vast powers have already been noted, negates any suggestion or semblance of autonomy.

Nor is there any merit in the claim that "actual and effective control" was exercised by petitioner since the designation of the parish priest as director was "a mere formality, as he did perform functions which are purely ministerial and figurative in nature."[19] Time and again we have held that "the 'control test' only requires the existence of the right to control the manner of doing the work not necessarily the actual exercise of the power by him, which he can delegate."[20] Indeed, although the letters of appointment were signed by the principal/representative of petitioner, they bore the name/letterhead of CDSPB and clearly indicated therein that the employees were hired as teachers/personnel by CDSPB, and not by RVM. Moreover, CDSPB itself admits that its name not petitioner's appears in the employees' payroll ledger cards.[21]

One other crucial fact to consider is that private respondents-complainants continued to render services beyond April 10, 1987, the termination date of the Agreement. If they were employees of petitioner and not of CDSPB, their services should have been terminated the moment the Agreement was no longer in effect. Instead, CDSPB continued to honor their respective employment contracts/appointment papers and avail of their services even after petitioner turned over the school's administration to CDSPB. Indeed, it does not appear that there was a break or change in the employment status of private respondents-complainants, neither are they claiming separation pay from petitioner, unlike in cases where there is a supposed change in employers.[22]

Based on the Agreement and other evidence on record, it thus appears that petitioner was merely the agent or administrator of CDSPB, and that private respondents are its employees. In Ponce v. NLRC,[23] this Court held:

> Under Section 8, Rule VIII, Book III, of the Omnibus Rules Implementing the Labor Code, an independent contractor is one who undertakes "job contracting," i.e., a person who (a) carries on an independent business and undertakes the contract work on his own account under his own responsibility according to his own manner and method, free from the control and direction of his employer or principal in all matters connected with the performance of the work except as to the results thereof, and (b) 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. Jurisprudential holdings are to the effect that in determining the existence of an independent contractor relationship, several factors might be considered such as, but not necessarily confined to, whether or not the contractor is 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 work to another; the employer's power with respect to the hiring, firing and payment of the contractor's workers; the control of the premises; the duty to supply premises, tools, appliances, materials and labor; and the mode, manner and terms of payment.

As above stated, petitioner was subject to the control and supervision of CDSPB in running the Girls'

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Department. Petitioner has not been shown to have substantial capital or investment necessary in the conduct of the business. Under the Agreement, the ownership of the parcel of land and the building thereon remained with CDSPB. Tested by the standards announced in Ponce, petitioner cannot be considered an independent contractor.

CDSPB nonetheless argues that petitioner should be made liable to pay the salaries for the month of May 1987 since petitioner collected the revenues for school year 1986-1987 from which said salaries should be sourced.[24] Petitioner, on the other hand, claims that it has been its "uniform and traditional practice in its administration of various schools throughout the Philippines to fix the school budget from May 1 to April 30."[25]

It is unnecessary to pass upon this claim. The fact that CDSPB is the direct and only employer of private respondents makes it solely liable to pay the salaries for the month of May 1987 to the concerned employees. Whether or not said salaries should come from the fees collected by its agent (petitioner) for the previous year is a matter to be litigated between CDSPB and RVM. Here, the only issue is who is the employer of private respondents.

WHEREFORE, the petition is hereby GRANTED and the decision, dated November 18, 1991, of the National Labor Relations Commission is SET ASIDE. Colegio de San Pascual Baylon is ORDERED to pay private respondents their salaries for the month of May 1987, in the amount of P67,139.84, and P6,713.98 as attorney's fees.

SO ORDERED.

Quisumbing, Buena, and De Leon, Jr., JJ., concur.

Bellosillo, (Chairman), J., on leave on official business.

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[1] Per Presiding Commissioner Lourdes C. Javier and concurred in by Commissioner Rogelio I. Rayala. Commissioner Ireneo B. Bernardo took no part.

[2] Also referred to as St. Pascual Institution.

[3] Petition, Annex D, Rollo, pp. 56-58.

[4] Petition, p. 4; Rollo, p. 7.

[5] Id., p. 18; Rollo, p. 21.

[6] Docketed as NLRC Case No. RAB III-07-0011-87.

[7] Petition, Annex B; Rollo, pp. 41-50.

[8] Petition , Annex C, pp. 2-3; Rollo, pp. 53-54.

[9] Id., Annex G; Rollo, pp. 63-70.

[10] Id., Rollo, pp. 67-68.

[11] Comment, p. 1; Rollo, p. 84.

[12] Petition, pp. 10-26; Rollo, pp. 13-23.

[13] Comment, pp. 4-12; Rollo, pp. 87-96.

[14] Id., pp. 5-10; Rollo, pp. 114-119.

[15] Petition, Annex E; Rollo, pp. 59-61.

[16] Comment, p. 9; Rollo, p. 42.

[17] Orlando Farms Growers Association v. NLRC, G.R. No. 129076, Nov. 25, 1998; Insular Life Assurance Co., Ltd. v. NLRC, 179 SCRA 459 (1989); Mafinco Trading Corporation v. Ople, 162 Phil. 195 (1976).

[18] 332 Phil. 1, 6 (1996).

[19] Comment, pp. 8-9; Rollo, pp. 91-92.

[20] Tiu v. NLRC, 254 SCRA 1, 8 (1996).

[21] Comment, p. 6; Rollo, p. 89.

[22] See San Felipe Neri School of Mandaluyong, Inc. v. NLRC, 201 SCRA 478 (1991).

[23] 293 SCRA 366, 374-375 (1998).

[24] Comment, p. 11; Rollo, p. 94.

[25] Petition, p. 19, Rollo, p. 22.

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