

FILIPINAS BROADCASTING NETWORK, INC., PETITIONER VS. NATIONAL LABOR RELATIONS COMMISSION AND SIMEON MAPA JR., RESPONDENTS.

G.R. No. 118892. March 11, 1998

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

As a rule, factual findings of the NLRC are binding on his Court. However, when the findings of the NLRC and the labor arbiter are contradictory, this Court may review questions of facts. Where the evidence clearly shows the absence of an employer-employee relationship, a claim for unpaid wages, thirteenth month pay, holiday and rest pay and other employment benefits must necessarily fail.

[The Case]

Before us is a petition for certiorari assailing the April 29, 1994 Decision of the National Labor Relations Commission,[1] in Case No. 05-08-00348-92, entitled “Simeon M. Mapa Jr., v. DZRC Radio Station.” The dispositive portion of the challenged Decision reads:

“WHEREFORE, premises considered, the appealed decision is set aside, and a new judgment is entered, declaring that complainant is an employee of the respondent and is entitled to his claims for the payment of his services from March 11, 1990 to January 16, 1992.”[2]

Petitioner also impugns the November 9, 1994 Resolution[3] of the NLRC denying the motion for reconsideration.

The October 13, 1993 decision of the labor arbiter,[4] which the NLRC reversed and set aside, disposed as follows:

“This Arbitration Branch, based on the facts and circumstances established by the parties in this case is inclined to believe that complainant Simeon M. Mapa, Jr., had not been an employee of the respondent DZRC Radio Station before February 16, 1992.[5] He was but a volunteer reporter when accommodated to air his report on the respondent radio station as his application for employment with the respondent radio station as his application for employment with the respondent as field reporter had not been accepted yet or approved before February, 1992. There was no employer-employee relations that existed between the complainant and the respondent since March 11, 1990 until February 16, 1992. The complainant is not entitled to his claim for any salaries, premium pay for holiday and rest day, holiday pay and the 13[th] month pay against the respondent DZRC Radio Station/Salvo Fortuno.

WHEREFORE, in the light of the foregoing premises, judgment is hereby rendered dismissing the complaint in his case for lack of merit.”[6]

[The Facts]

[Version of Private Respondent]

Petitioner and private respondent submitted different versions of the facts. The facts as viewed by private respondent are as follows:[7]

“The complainant (herein private respondent) began to work for the respondent as a radio reporter starting March 11, 1990. On May 14, 1990, upon being informed by then respondent’s Station Manager, Mr. Plaridel Brocales, that complainant’s employment with respondent is being blocked by Ms. Brenda Bayona of DZGB, complainant’s previous employer, the said complainant took a leave of absence. In the first week of June, 1990, the respondent thru Mr. Antonio Llarena, then an employee of the respondent, asked the complainant to return to work even as he was assured that his salaries will be paid to him already. Thus, the complainant continued to work for the respondent since then. On September 5, 1991, again the complainant took a leave of absence because of his desperation over the failure of respondent to make good its promise of payment of salaries. He was reinstated on January 16, 1992 and resigned on February 27, 1992 when he decided to run for an elective office in the town of Daraga, Albay. Unfortunately, the respondent paid salary to the complainant only for the period from January 16, 1992 up to February 27, 1992. Respondent did not pay the complainant for all the services rendered by the latter from March 11, 1990 up to January 16, 1992.”

As may be gleaned from its memorandum,[8] petitioner’s version of the facts is as follows:

“1. On or before April 1990, Mapa was dismissed from his employment with PBN-DZGB Legaspi. At the time, Mapa filed a case for illegal dismissal against PBN-DZGB Legaspi docketed as RAV V. Case No. 05-04-00120-90 entitled ‘Simeon Mapa, Jr. v. People’s Broadcasting Network-DZGB Legaspi, Jorge Bayona and Arturo Osia’.

2. On or about May 1990, Mapa sought employment from DZRC as a radio reporter. However, DZRC required of private respondent the submission of a clearance from his former employer. Otherwise, his application would not be acted upon;

3. On May 14, 1990, Mapa was informed by DZRC's then station manager, Mr. Plaridel ‘Larry’ Brocales, that his application for employment was ‘being blocked by Ms. Brenda Bayona of DZGB, Mapa’s former employer.’ This fact is supported by Mapa’s position paper before the Honorable Labor Arbitrer xxx;

4. Taking pity on Mapa and pending the issuance of the clearance from PBN-DZGB Legaspi, Mr. Larry Brocales granted the request of Mapa to be accommodated only as a volunteer reporter of DZRC on a part-time basis. As a volunteer reporter, Mapa was not to be paid wages as an employee of DZRC but he was permitted to find sponsors whose business establishments will be advertised every time he goes on the air. Most importantly, Mapa’s only work consisted of occasional newsbits or on-the spot reporting of consisted of occasional newsbits or on-the spot reporting of incidents or newsworthy occurrences, which was very seldom.

5. Mapa’s friends who were also in the same situation as he was, declared in an affidavit dated June 10, 1993 that:

“WE, ALLAN ALMARIO and ELMER ANONUEVO, of legal age, single, with postal address at Washington Drive, Legaspi City, under oath, depose and state:

1. We personally know Simeon “Jun” Mapa, a former volunteer reporter at DZRC just like us;

2. As volunteer reporters we know that we will not receive any salary or allowance from DZRC because our work was purely voluntary;

3. As incentive for us, the management of DZRC allowed us to get our own sponsors whose business establishment we mention[ed] every after field report was made by us;

4. The management did not require or oblige us to render a report. We were on our own. We ma[d]e or render[ed] a report as we [saw]fit;

5. During our stint as volunteer reporters we had several sponsors each who paid us P300.00 per month (each).”

xxx xxx xxx

6. Having no radio gadgets to begin with, DZRC loaned Mapa the necessary equipment such as handheld radios and reporting gadgets. Mapa was to do occasional reporting only, i.e., a few minutes each day at an irregular time period at Mapa’s own convenience. Mapa advertised his sponsors and pocketed the payment of these sponsors for his advertising services. In addition, DZRC had no control over the manner by [sic] which he was to make his reports. Nor were the said reports subject to editing by DZRC;

7. In an Affidavit dated June 10, 1993 executed by one of Mapa’s sponsors, the same reads as follows:

‘I, CARLITO V. BAYLON, of legal age, married, resident of Dona Maria Subdivision, Daraga, Albay, under oath, depose and state:

1. I am a lawyer by profession. At the same time, I am owner of ‘Kusina ni Manoy’ a restaurant situated in Daraga, Albay;

2. I personally know Simeon ‘Jun’ Mapa. Sometime in May, 1990 he went to make and asked if I could be one of his sponsors because he was accommodated by DZRC as volunteer reporter. He explained to me that, he will not be receiving any salary from DZRC[;] hence, he was soliciting any support;

3. Taking pity on him, I agreed to be one of his sponsors. The condition was, I will have to pay him P300.00/month. In exchange thereto, he will have to mention the name of the name of my restaurant every time he renders a report on the air;

4. My sponsorship lasted for about (5) months after which I discontinued it when I rarely heard Jun Mapa in DZRC program.’

xxx xxx xxx

8. On November 7, 1990, in his testimony against his former employer, Mapa declared under oath. To wit:

“ATTY. LOBRIGO:

‘On paragraph 14 of the same affidavit it states and I quote: 13. Having been left with an empty stomach, I was compelled to apply for employment with another radio station. On March 11, 1990, I applied for employment with DZRC. Unfortunately, my application would not yet be acted [upon] favorably because of the malicious and oppressive imputations to me by my former employer.’

My question is what is now the status of your employment with DZRC?

WITNESS:

I am at present on a volunteer status because my former employer at DZGB did not give me clearance and I am required to submit that clearance to DZRC.” (Underlining supplied).”

See p. 2 of Position Paper of DZRC before the Labor Arbiter and pp. 4-5 of the Transcript of Stenographer Notes dated November 7, 1990, attached and marked as Annex “F” and Annex “F-1”, Petition for Certiorari;

9. It cannot be overstressed that Mapa’s application for employment could not have been acted upon because of the lack of the pre-requisite clearance.

10. Lacking in sponsors, Mapa soon failed to provide petitioner with newsbits, finding it unprofitable to continue since he had no available sources of funding. Sometime in September 1991, Mapa quit his part-time endeavor with DZRC, as attested to by the Office of Supervisor/Traffic Manager Ignacio Casi in an Affidavit

dated June 10, 1992, to wit:

- ‘1. I am the Office Supervisor/Traffic Manager of DZRC-AM;
2. Sometime in May, 1990 Simeon “Jun” Mapa went to my office inside our radio station. He asked me if he could be accomodated as Radio Reporter of DZRC, as he was dismissed from DZGB. I referred him to Larry Brocales, our Station Manager then;
3. Larry Brocales told Jun Mapa that he cannot be accomodated because he has no clearance from DZGB. Jun Mapa, almost teary eyed, pleaded to Larry Brocales that he be accomodated as volunteer reporter, that is, he will not receive any salary but that he intimated that he be allowed to look for sponsors whose business establishment, for a fee, will have to be mentioned after every report is made. Larry Brocales took pity on Jun Mapa and accomodated him;
4. Jun Mapa, just like the other volunteer reporters, was not obliged to render field reports, at a particular time and in a particular program. They render report as they wish or see fit;
5. The management (DZRC) does not collect anything from the sponsors of Jun Mapa. They (sponsors) pay directly to him;
6. Being the Office Supervisor, I know for a fact that Jun Mapa seldom renders report on the air. He has no assigned program either. He was on and off the air, so to speak;
7. Finally, some time in September, 1991, Jun Mapa told me that he is quitting already because his sponsors were no longer paying him of his monthly contract with them.” (Underscoring supplied)(See Annex “G”, Petition for Certiorari);

11. Subsequently, Mapa sent a letter dated October 7, 1991 to Ms. Diana C. Gozum, General Manager of petitioner FBN. In the said letter, Mapa wrote and admitted that:

‘I am [sic] Mr. Simeon Mapa, Jr. respectfully request your good office to reconsider my previous application submitted last March 1990 as a reporter of DZRC AM.

May I inform you that since the submission of such application I worked until September 6, 1991 for free services [sic]. Hoping that I’ll be given the chance to be recognized as a regular reporter.

With this, I respectfully wish to follow up my application for recognition.

May I also inform you that the case I have with my previous job with the other company has commenced.

Attached herewith is my resume.

I am once again submitting myself for an interview with your office at a time convenient to you.

Thank you.’

(See Annex “H”, Petition for Certiorari);

12. Reacting to the letter mentioned in the immediately preceding paragraph, DZRC favorably acted upn the application of Mapa and accepted him as a radio reporter on January 16, 1992;

13. On February 27, 1992, Mapa resigned as a radio reporter in order to run for an elective office in the May 1992 elections and was paid all his salaries and benefits for the period of his employment commencing from January 16, 1992 until February 27, 1992;

14. Having no work to do and no employment in sight, Mapa filed a complaint against FBN-DZRC on August

1992, claiming the payment of salaries, premium pay, holiday pay as well as 13th month pay for the period 28 February 1990 until January 16, 1992;”

On October 13, 1993, Labor Arbiter Emeterio Ranola dismissed the complaint for lack of merit, finding that no employer-employee relationship existed between Mapa and DZRC during the period March 11, 1990 to February 16, 1992.[9]

[Findings of the NLRC]

In holding that there was an employer-employee relationship, the NLRC set aside the labor arbiter’s findings:

“In his appeal, complainant insists that there was an employer-employee relationship between him and the respondent. In support of his contention, he cites the payroll for February 16 to 29, 1992, the ID card issued to him as employee and regular reporter by the respondent: [sic] the program schedules of DZRC showing the regular program of the station indicating his name: [sic] the affidavit of Antonio Llarena, program supervisor of DZRCM, stating that he [was] a regular reporter under his supervision and the list of reporting gadgets issued to regular reporter.

The existence of employer employee relationship is determined by the following elements, namely: 1) selection and engagement of the employee; 2) the payment of wages; 3) the power of dismissal; and 4) the power to control employee’s conduct although the latter is the most important element. (Rosario Brothers, Inc. vs. Ople, 131 SCRA 72)

Considering the totality of the evidence adduced by the parties, we are of the opinion that the complainant is a regular reporter of the respondent. Firstly, the work of the complainant is being supervised by the program supervisor of the respondent; secondly, the complainant uses the reporting gadgets of the respondent. Thirdly, he has no reporting gadgets of his own; Fourthly, the program schedule is prepared by the respondent; and Lastly, he was paid salary for the period for the period from February 16 to 29, 1992 and covered under the Social Security System. There is no showing in the record that his work from February 16, 1992 was different from his work before the said period.”[10]

The NLRC subsequently denied petitioner’s motion for reconsideration[11] on November 9, 1994.[12] Hence this petition.[13]

[Issue]

Petitioner alleges that Public Respondent NLRC committed grave abuse of discretion as follows:[14]

“I

xxx in declaring Mapa as an employee of petitioner before January 16, 1992. The test of an employer-employee relationship was erroneously applied to the facts of this case.

II

xxx in disregarding significant facts which clearly and convincingly show that the private respondent was not an employee of the petitioner before 16 January 1992.”

In the main, the issue in this case is whether private respondent was an employee of petitioner for the period March 11, 1990 to January 15, 1992.

[The Court’s Ruling]

The petition is meritorious.

[Main Issue:]

[Private Respondent Was Not an Employee During the Period in Controversy]

As a rule, the NLRC's findings are accorded great respect, even finality, by this Court. This rule, however, is not without qualification. This Court held in *Jimenez v. NLRC*:^[15]

The review of labor cases elevated to us on certiorari is confined to questions of jurisdiction or grave abuse of discretion.^[16] As a rule, this Court does not review supposed errors in the decision of the NLRC which raise factual issues, because factual finding of agencies exercising quasi-judicial functions are accorded not only respect but even finality, aside from the consideration that the Court is essentially not a trier of facts. However, in the case at bar, a review of the records thereof with an assessment of the facts is necessary since the factual findings of the NLRC and the labor arbiter are at odds with each other.^[17]

In the present case, a review of the factual findings of the public respondent is in order, for said findings differ from those of the labor arbiter.^[18] Worse the facts alleged by the private respondent and relied upon by the public respondent do not prove an employer-employee relationship.^[19] In this light, we will review – and overrule – the findings of the NLRC.

The following are generally considered in the determination of the existence of an employer-employee relationship: (1) the manner of selection and engagement, (2) the payment of wages, (3) the presence or absence of the power of dismissal, and (4) the presence or absence of the power of control; of these four, the last one is the most important.^[20]

Engagement and Payment of Wages

Let us consider the circumstances of the private respondent's engagement in DZRC before January 16, 1992. Petitioner did not act on his application for employment as a radio reporter because private respondent admittedly failed to present a clearance from his former employer. Nevertheless, private respondent "volunteered" his services, knowing that he would not be paid wages, and that he had to rely on financial sponsorships of business establishments that would be advertised in his reports. In other words, private respondent willingly acted as a volunteer reporter, fully cognizant that he was not an employee and that he would not receive any compensation directly from the petitioner, but only from his own advertising sponsors.

The nature of private respondent's engagement is evident from the affidavit of Allan Almario and Elmer Anonuevo who served under identical circumstances. The two affirmed the following:

- "1. We personally know Simeon "Jun" Mapa, a volunteer reporter at DZRC just like us;
2. As a volunteer reporters we know [sic] that we will not receive any salary or allowance from DZRC because our work was purely voluntary;
3. As incentive for us, the management of DZRC allowed us to get our own sponsors whose business establishments we mention every after [sic] field report was made by us;

xxx xxx xxx

4. During our stint as volunteer reporters we had several sponsors each who paid us P300.00 per month."^[21]

The above statement is corroborated by Carlito Baylon, one of private respondent's advertising sponsors. In his affidavit dated June 10, 1993, he averred:

- "2. I personally know Simeon "Jun" Mapa.

Sometime in May, 1990, he went to me and asked if I could be one of his sponsors because he was accommodated by DZRC as volunteer reporter. He explained to me that, he will not be receiving any salary from DZRC[,] hence, he was soliciting my support;

3. Taking pity on him, I agreed to be one of his sponsors. The condition was, I will have to pay him P300.00/month. In exchange thereto, he will have to mention the name of my restaurant everytime he renders a report on the air;

4. My sponsorship lasted for about five (5) months after which I discontinued it when I rarely heard Jun Mapa in DZRC program.”[22]

Indeed, private respondent himself admitted tat he worked under the said circumstances. The bio-data sheet signed by Mapa himself, in which he acknowledged that he was not an employee, states in part:

“Work experiences:

DWGW Reporter/Newscaster 1970-1980

DZGB Reporter 1983-1990

DZRC Reporter 1990-1991

for free not recognized due to no appointment.”[23]

(Underscoring supplied.)

In his letter dated October 7, 1991, which he sent to the general manager of Filipinas Broadcasting Network (owner of DZRC), Mapa again acknowledged in the following words that he was not an employee:

“I am [sic] Mr. Simeon Mapa, Jr. respectfully request your good office to reconsider my previous application submitted last March 1990 as a reporter of DZRC AM.

May I inform you that since the submission of such application I worked until September 6, 1991 for free of services [sic]. Hoping that I’ll be given the chance to be recognized as a regular reporter.

With this, I respectfully wish to follow up my application for recognition.” (Italics supplied.)

There is no indication that these two circumstances were made under duress. Indeed, private respondent himself did not dispute their voluntariness or veracity. It is clear that he rendered services knowing that he was not an employee. Aware that he would not be paid wages, he described himself as a “volunteer reporter” who was, as evident from his letter, hoping for “the chance to be recognized as a regular reporter.” In fact, petitioner acted favorably on this letter and accepted his application as an employee effective on January 16, 1992.

[Power of Dismissal]

Likewise, the evidence on record shows that petitioner did not exercise the power to dismiss private respondent during the period in question. In September 1991, Private Respondent Mapa ceased acting as a volunteer reporter, not because he was fired, but because he stopped sending his reports. Ignacio Casi, Office Supervisor of DZRC, declared in his affidavit that Mapa told him that “he [was] quitting already because his sponsors were no longer paying him of [sic] his monthly contract with them.” Mapa did not controvert this statement. In fact, his aforesaid letter of October 17, 1991 expressed his hope of being “given the chance to be recognized as a regular reporter.” Private respondent’s attitude in said letter is inconsistent with the notion that he had been dismissed.

[Mapa Was Not Subject to Control of Petitioner]

The most crucial test – the control test – demonstrates all too clearly the absence of an employee-employee relationship. No one at the DZRC had the power to regulate or control private respondents' activities or inputs. Unlike the regular reporters, he was not subject to any supervision by petitioner or its officials. Regular reporters "are required by the petitioner to adhere to a program schedule which delineates the time when they are to render their reports, as well as the topic to be reported upon. The substance of their reports are [sic] oftentimes screened by the station prior to [their] actual airing. In contrast, volunteer reporters are never given such a program schedule but are merely advised to inform the station of the reports they would make from time to time." [24]

Indeed, DZRC, the petitioner's radio station, exercised no editorial rights over his reports. He had no fixed day or time for making his reports; in fact, he was not required to report anything at all. Whether he would air anything depended entirely on him and his convenience.

The absence of petitioner's control over private respondent is manifest from the sworn statement of the traffic manager of petitioner, Ignacio Casi, who deposed in part:

"xxx xxx xxx

4. Jun Mapa, just like the other volunteer reporters, was not obliged to render field reports, at a particular time and in a particular program. They render report as they wish or see fit;
5. The management (DZRC) does not collect anything from the sponsors of Jun Mapa. They (sponsors) pay directly to him;
6. Being the Office Supervisor, I know for a fact that Jun Mapa seldom renders report on the air. He has no assigned program either. He was on and off the air, so to speak;
7. Finally, some time in September, 1991, Jun Mapa told me that he is quitting already because his sponsors were no longer paying him of his monthly contract with them."

In *Encyclopedia Britannica (Philippines) Inc., v. NLRC*, [25] we reiterated that there could be no employer-employee relationship where "the element of control is absent; where a person who works for another does so more or less at his own pleasure and is not subject to definite hours or conditions of work[;] and in turn is compensated according to the result of his efforts and not the amount thereof, we should not find that the relationship of employer-employee exists." In the present case, private respondent worked at his "own pleasure and [was] not subject to definite hours or conditions of work."

["Evidence" Found by NLRC Not Applicable]

In its two-page [26] holding that there was an employer-employee relationship, the NLRC relied on the following:

- (1) the payroll for February 16 to 29, 1992,
- (2) the ID card issued to him as employee and regular reporter by the respondent,
- (3) the program schedules of DZRC showing the regular program of the station indicating his name:
- (4) the affidavit of Antonio Llarena, program supervisor of DZRC, stating that he [was] under his supervision, and
- (5) the list of reporting gadgets issued to a regular reporter.

Other than the items enumerated above, no other document was considered by the NLRC. In other words, its conclusion was based solely on these alleged pieces of evidence. It clearly committed grave abuse of discretion in its factual findings, because all the above documents relate to the period January 16, 1992 to February 28, 1992

and not to the period March 11, 1990 to January 15, 1992 which are inclusive dates in controversy.

The payroll[27] from February 16, 1992 to February 27, 1992 does not demonstrate that private respondent was an employee prior to said period. Lest it be forgotten, the question in this case pertains to the status of private respondent from March 11, 1990 to January 15, 1992. The said payroll may prove that private respondent was an employee during said days in February 1992, but not for the period which is the subject of the present controversy.

Furthermore, neither the identification cards nor the SSS number printed at the back thereof indicate the date of issuance. Likewise, the SSS number does not show that he was a member during the period in controversy; much less, that he became so by reason of his employment with petitioner.

Similarly inapplicable is the program schedule[28] which allegedly showed the regular program of the station and indicated the name of private respondent as an employee. The document is a mere photocopy of a typewritten schedule. There is absolutely no indicium of its authenticity. Moreover, it is undated; hence, it does not indicate whether such schedule pertained to the period in dispute, that is, March 11, 1990 to January 15, 1992. Worse, the heading thereof was entitled "Radio DZRC Programming Proposal. [italics supplied]" A proposal is "put forth merely for consideration and acceptance." [29] It cannot, by itself, prove that such program was implemented and that private respondent acted as an employee of petitioner.

Neither does the list of returned gadgets support the conclusion of the NLRC. It must be stressed that such gadgets were essential to enable the private respondent to access the specific radio frequency and facilities of the radio station. Being exclusive properties of the radio station, such gadgets could not have been purchased, as they were not commercially available. In any event, the list of returned gadgets was dated February 27, 1997 -- again, a date not in controversy. Such document, by itself, does not prove that private respondent was an employee from March 20, 1990 to January 15, 1992.

The affidavit of Antonio Llarena[30], an employee of DZRC, stating that the private respondent was under his supervision, is vague, even misleading; it declaring merely that Llarena was "in charge" of said respondent. Such language could not be construed to mean that he exercised supervision and control over private respondent.

Indubitably, the NLRC based its findings of employer-employee relationship from the circumstances attendant when private respondent was already a regular employee. Uncontroverted is the statement that the private respondent was a regular employee from January 16, 1992 to February 28, 1992, for which period he received all employee benefits. But such period, it must be stressed again, is not covered by private respondent's complaint.

In sum, the evidence, which Public Respondent NLRC relies upon, does not justify the reversal of the labor arbiter's ruling which, in turn, we find amply supported by the records. Clearly, private respondent was not an employee during the period in question.

WHEREFORE, the petition is hereby GRANTED and the assailed Decision and Resolution are hereby SET ASIDE. The Order of the Labor Arbiter dated October 13, 1993 dismissing the case for lack of merit is hereby REINSTATED. No costs.

SO ORDERED.

Davide, Jr., (Chairman), Bellosillo, Vitug, and Quisumbing, JJ., concur.

[1] Third Division, composed of Comm. Joaquin A. Tanodra, ponente; Pres. Comm. Lourdes C. Javier and Comm. Ireneo B. Bernardo, concurring.

[2][Rollo, p. 41]

[3]Ibid., pp. 42-43[.]

[4] Emetrio C. Ranola.

[5] It should be noted, however, that private respondent was claiming unpaid benefits only for the period from March 11, 1990 to January 16, 1992.

[6] Rollo, pp. 108-109.

[7] Ibid., pp. 44-46; taken from the Position Statement, dated December 28, 1992, filed by Atty. Vicente G. Judar, counsel for private respondent, before the NLRC, Regional Arbitration Branch No. V, Legaspi City (Annex C, petition).

[8] Rollo, pp. 319-324.

[9] Should be March 11, 1990 to January 15, 1992.

[10] Rollo, pp. 39-41; assailed Decision, pp. 3-5.

[11] Ibid., pp. 110-113.

[12]Rollo, pp. 42-43.

[13] The case was deemed submitted for resolution on November 18, 1997 upon receipt by this Court of private respondent's manifestation adopting his comment and opposition as his memorandum.

[14] Rollo, p. 13.

[15] 256 SCRA 84, April 2, 1996, per Regalado, J.

[16] Loadstar Shipping Co., Gallo 299 SCRA 654, February 4, 1994; Philippine Overseas Drilling and Oil Development Corporation vs. Ministry of Labor, et al., 146 SCRA 79, November 27, 1986.

[17] Prieto vs. NLRC, 226 SCRA 232, September 10, 1993; Rapiz vs. NLRC, 207 SCRA 243, March 16, 1992; Llobrera vs. NLRC, 162 SCRA 788, June 28, 1988.

[18] Tanala vs. National Labor Relations Commission, 252 SCRA 314, 319, January 24, 1996; Pantranco North Express, Inc. vs. NLRC, 239 SCRA 272, December 16, 1994; Prieto, et al. vs. NLRC, et al., 226 SCRA 232, September 10, 1993.

[19] Bontia vs. NLRC, 255 SCRA 167, 173, March 18, 1996; Orcino vs. Civil Service Commission, 190 SCRA 811, October 18, 1990; Chong Guan Trading vs. NLRC, et al., 172 SCRA 831, April 26, 1989.

[20] Singer Sewing Machine Company vs. Drilon, Chaguile, Jr., and Singer Machine Collectors Union-Bagui (SIMACUB), 193 SCRA 270, January 24, 1991; Mafinco Trading Corporation vs. Ople, 70 SCRA 139, March 25, 1976; Development Bank of the Philippines vs. NLRC, 175 SCRA 537, July 21, 1989; Rosario Brothers, Inc. vs. Ople, 131 SCRA 72, July 31, 1984.

[21] Rollo, p. 6.

[22] Rollo, p. 7.

[23] Rollo, p. 24.

[24] Rollo, pp. 195-196; Reply to Comment, dated July 25, 1995, pp. 3-4.

[25] 264 SCRA 1, November 4, 1996, per Torres, J.

[26] See pp. 4-5 of the 5-page assailed Decision.

[27] Records, Vol. 2, p. 19.

[28] Records, Vol. 2. P. 21.

[29] New World Dictionary, 2[ND]ed., p. 1140.

[30] Records, p. 22.

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