

**STOLT-NIELSEN MARINE SERVICES, INC. (NOW STOLT-NIELSEN
TRANSPORTATION GROUP, INC.), PETITIONER, VS. NATIONAL
LABOR RELATIONS COMMISSION, LABOR ARBITER ARIEL C.
SANTOS, RICARDO O...**

G.R. NO. 147623. December 13, 2005

Ponente: GARCIA, J.

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GARCIA, J.:

Before the Court is this petition for review under Rule 45 seeking the reversal of the decision[1] dated March 29, 2000 of the Court of Appeals in CA-G.R. No. 51046 and its Resolution dated March 2, 2001, denying petitioner's motion for reconsideration.

The assailed decision affirmed the resolution[2] dated August 29, 1997 of the National Labor Relations Commission (NLRC) denying petitioner's Urgent Motion to Reduce or be Exempted from Filing an Appeal Bond.

The factual background of the case may be stated, as follows:

In 1978, herein private respondent Ramon Alpino was employed as motorman by petitioner Stolt Nielsen Marine Services, Inc., a corporation based in Connecticut, U.S.A., for the latter's vessel "M/T Stolt Sincerity." Respondent's employment with petitioner, albeit not continuous, lasted until 1984 when he was repatriated to the Philippines after being diagnosed with Cardiac Enlargement, Pulmonary Hypertension and Acute Psychotic Reaction and declared unfit for sea duty.

In early 1985, respondent filed a complaint before the Philippine Overseas and Employment Agency (POEA), docketed as POEA Case No. (M) 85-01-039, for recovery of sickness and disability benefits and claim for personal belongings and underpayment of wages against petitioner. Petitioner offered to amicably settle the money claims of respondent, which offer was accepted by respondent's sister and attorney-in-fact Anita Alpino by virtue of a Special Power of Attorney (SPA). Thus, on March 21, 1985, respondent, through his sister and attorney-in-fact, executed a "Receipt and Release" whereby he acknowledged receipt of the sum of P130,000.00 representing disability benefits, medical and hospitalization expenses, and damages. On the basis of said "Receipt and Release," POEA dismissed Case No. (M) 85-01-039.

In December 1987, another complaint against petitioner was lodged by respondent before the POEA for the same causes of action (recovery of sickness and disability benefits and claim for personal belongings and underpayment of wages). The case, docketed as POEA Case No. (M) 87-12-997, was dismissed by the POEA on ground of res judicata.

On March 14, 1989, respondent filed another complaint against petitioner, this time with the Regional Trial Court (RTC) at Quezon City, docketed as Civil Case No. Q-89-2009, for the Annulment of the Receipt and Release. In his complaint, respondent alleged that he was mentally incapacitated to execute the SPA in favor of his sister Anita Alpino. In an Order dated July 16, 1993, the RTC dismissed Civil Case No. Q-89-2009 for insufficiency of

evidence. Therefrom, respondent went to the Court of Appeals which affirmed[3] the RTC's judgment of dismissal. In time, respondent moved for a reconsideration but his motion was denied by the appellate court.[4]

Undaunted, on July 26, 1994, respondent filed a case against petitioner with the POEA for recovery of sickness and disability benefits, allegedly arising from his sickness while under the latter's employ. The case was docketed as POEA Case No. (M) 94-07-2223.

By reason of the passage of Republic Act 8042, otherwise known as the Migrant Workers and Overseas Filipinos Act of 1995,[5] POEA Case No. (M) 94-07-2223 was transferred to the NCR-Arbitration Branch of the NLRC and assigned to herein public respondent, Labor Arbiter Ariel Santos.

On May 6, 1997, Labor Arbiter Santos rendered a decision declaring "invalid and ineffectual" the SPA executed by respondent in favor of his sister Anita and the subsequent Receipt and Release signed by the latter in behalf of her brother. In resolving the case, Labor Arbiter Santos ratiocinated as follows:

The principal issue to be resolved is whether or not the special power of attorney executed by [respondent] in favor of [his] sister and the subsequent Receipt and Release are valid documents to forestall any claim by [respondent].

After a careful and judicious study of the respective pleadings and pieces of evidence submitted by both parties, undersigned finds that the documents adverted and relied upon by [petitioner] to negate [respondent's] claim are shot with loopholes that would render it voidable and unenforceable.

First, it is to be noted that [petitioner] did not controvert the merit of [respondent's] claim for sickness and disability benefits but relied mainly on the invalid Receipt and Release signed by [respondent's] sister as the basis for dismissing [respondent's] claim.

A cursory look at the documents Receipt and Release and the Special Power of Attorney marked as Annex "1" and Annex "2," respectively, would readily indicate that they were prepared with haste and haphazardly to render it valid and lawful. Both documents were prepared on the same day. In fact, the Receipt and Release was not even executed under oath so that its due execution is put under a cloud of doubt.

Secondly, even *gratia argumenti* that the documents adverted to are valid and were entered into voluntarily, the consideration thereof is oppressive, unreasonable and unconscionable. It is a public policy that where the consideration in a public document is disproportionately unconscionable to the claims of [respondent] who was declared to be mentally unfit, the State should step in to protect the rights of the aggrieved party and declare the same document to be invalid and without force and effect.

Thirdly, the consideration of P130,000.00 paid by [petitioner] to [respondent's] attorney-in-fact corresponds only to [respondent's] claim for lost luggages and should not extinguish [respondent's] right to claim for sickness and disability benefits as recognized under insurance health cover before any seaman can board any foreign vessel.[6]

The dispositive portion of Labor Arbiter Santos' decision states:

WHEREFORE, finding the subject documents Annex "1" and Annex "2" of [petitioner's] Answer to be invalid and ineffectual, [petitioner] is hereby directed to pay [respondent's] claim for sickness and disability benefits.

The Research and Information Unit is hereby ordered to make the proper computation which will become part and parcel of this decision.

SO ORDERED.[7] [Words in brackets added].

In compliance with the above directive, herein other public respondent Ricardo Atienza, Acting Chief of Research

and Information Unit of NLRC, made a computation of respondent Alpino's claim for sickness and disability benefits as follows:

Sickness benefit for October 1979
(Payment for sickness & operation)
=US\$11,427.32

Injury and sickness for Sept. 1980
(Payment for last finger cut)
= 5,568.42

Sickness benefit for March 1985
(Payment for sickness of Acute Psychotic Reaction)
= 28,810.60

TOTAL AWARD =US\$45,806.34[8]

On July 25, 1997, or seven days after its receipt of the aforementioned Labor Arbiter's decision, petitioner filed with the respondent NLRC its Appeal with Attached Urgent Motion to Reduce or be Exempted from Filing Appeal Bond.[9] Petitioner argued therein that the money claims of respondent Alpino were already barred by prescription; that said claims should have been dismissed by the Labor Arbiter on ground of res judicata; and that the validity of the Receipt and Release and the Special Power of Attorney had already been passed upon by the RTC of Quezon City in Civil Case No. Q-89-2009 and affirmed by the Court of Appeals.

In a Resolution[10] dated August 29, 1997, respondent NLRC affirmed the Labor Arbiter's decision and denied petitioner's Urgent Motion to Reduce or be Exempted from Filing an Appeal Bond on account of petitioner's failure to post cash or surety bond within the reglementary period. In so ruling, the NLRC reasoned:

The URGENT MOTION TO REDUCE OR BE EXEMPTED FROM FILING APPEAL BOND is denied.

Sections 6 and 7, Rule VI of the New Rules of Procedure of the NLRC provides:

"SECTION 6. BOND. – In case the decision of a Labor Arbiter, POEA Administrator and Regional Director or his duly authorized hearing officer involves a monetary award, an appeal by the employer shall be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission or the Supreme Court in an amount equivalent to the monetary award xxx."

"SECTION 7. NO EXTENSION OF PERIOD. – No motion or request for the extension of the period within which to perfect an appeal shall be allowed."

The aforequoted provisions are very clear, that all the requirements for the perfection of an appeal must be made and complied with within the reglementary period to appeal, that is: the filing of the appeal and the posting of a cash or surety bond must be made within the period of ten (10) days. The filing of a Motion to Reduce Bond will not suspend the running of the ten (10) days period. If at all, the movant should have secured the approval of the Commission for the reduction of bond within the same period allowed by law. Considering that the movant failed to comply with the requirements for perfecting an appeal, said motion is therefore denied.

The NLRC then decreed:

WHEREFORE, the URGENT MOTION TO REDUCE OR BE EXEMPTED FROM FILING APPEAL BOND is DENIED for non-perfection of the appeal.

Accordingly, the decision dated May 6, 1997 is AFFIRMED in toto.

Its motion for reconsideration having been denied by the NLRC in its decision dated October 28, 1997[11] petitioner went to this Court via a petition for certiorari which this Court referred to the Court of Appeals pursuant to its September 16, 1998 decision in *St. Martin Funeral Home vs. National Labor Relations Commission*. [12]

As stated at the threshold hereof, the appellate court, in its decision of March 29, 2000, affirmed the judgment of the NLRC, thus:

The law is clear. An appeal, per article 223 of the Labor Code, shall be perfected only upon posting of a cash or surety bond in cases involving monetary award. On perfection of appeal, it is well entrenched in this jurisdiction that perfection of an appeal within the period and in the manner prescribed by law is jurisdictional and non-compliance with such requirement is fatal and has the effect of rendering the judgment final and executory.

In implementing article 223, respondent NLRC however laid down the rule allowing reduction of the amount of bond which it can approve in meritorious cases. There is a caveat however that the filing of the motion to reduce bond does not stop the running of the period to perfect appeal.

The plain import of article 223 of the Labor Code and the amended section 6, Rule VI of the New Rules of Procedure is that the reduction of the bond should be approved within the ten (10) day appeal period and the appellant should exert its utmost diligence to obtain the approval of respondent NLRC before the lapse of the period or else there is a big risk that the appeal will be dismissed for non-perfection of the appeal due to the absence of the appeal bond. This is evident from the last sentence of Section 6, Rule VI that "the filing xxx of the motion to reduce bond shall not stop the running of the period to perfect appeal." Thus the present rule is unequivocal that the filing of the motion does not toll the running of the period of appeal and the logical implication and inevitable result is the dismissal of the appeal if the reduction is denied. xxx. Thus respondent NLRC correctly affirmed the decision of Arbiter Santos since the appeal was not perfected due to lack of an appeal bond.

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There being no capricious, arbitrary or whimsical exercise judgment on the part of respondent NLRC, this petition perform must fall.

With its motion for reconsideration having been denied by the appellate court in its Resolution of March 2, 2001, petitioner is now with us on the following grounds:

I.

IN DISMISSING PETITIONER'S PETITION FOR CERTIORARI, IN EFFECT, AFFIRMING PUBLIC RESPONDENT NLRC, THE HONORABLE COURT OF APPEALS, IN EFFECT, SANCTIONED THE DECISION DATED MAY 6, 1997 OF PUBLIC RESPONDENT LABOR ARBITER WHICH ON ITS FACE WAS MANIFESTLY RENDERED IN EXCESS OF HIS JURISDICTION IN THAT –

- AS SHOWN IN THE UNILATERAL COMPUTATION OF PUBLIC RESPONDENT ATIENZA WHICH FORMED PART OF PUBLIC RESPONDENT LABOR ARBITER'S DECISION DATED MAY 6, 1997, THE QUESTIONED AWARD IN THE AMOUNT OF US\$45,806.34 ALLEGEDLY REPRESENTING DISABILITY AND SICKNESS BENEFITS FOR OCTOBER 1979, SEPTEMBER 1980, AND MARCH 1985 IS CLEARLY BARRED BY PRESCRIPTION AS PRIVATE RESPONDENT'S COMPLAINT WAS FILED ONLY ON JULY 26, 1994;

- THE ALLEGED MONEY CLAIM IS ALREADY BARRED BY RES JUDICATA, NOT ONCE, BUT TWICE, AS THE SAME HAD ALREADY BEEN RULED UPON BY THE POEA, THE QUASI-JUDICIAL BODY WHICH THEN HAD THE JURISDICTION OVER SAID CLAIM IN ITS ORDERS, TO WIT –

- ORDER DATED APRIL 17, 1985 IN POEA CASE NO. (M) 85-01-039 DISMISSING THE CASE WITH PREJUDICE IN VIEW OF THE AMICABLE SETTLEMENT ENTERED INTO BY THE PARTIES; AND
- ORDER DATED MAY 28, 1988 IN POEA CASE NO. (M) 87-12-997 DISMISSING THE CASE ON THE GROUND OF RES JUDICATA.
- PUBLIC RESPONDENT LABOR ARBITER EXCEEDED HIS JURISDICTION WHEN HE DECLARED AS 'INVALID AND INEFFECTUAL' THE RECEIPT AND RELEASE AND THE SPECIAL POWER OF ATTORNEY THE VALIDITY OF WHICH HAD ALREADY BEEN PASSED UPON BY:
 - THE POEA, NOT ONCE BUT TWICE, IN POEA CASE NO. (M) 85-01-039 AND SUBSEQUENTLY IN POEA CASE NO. (M) 87-12-997;
 - THE REGIONAL TRIAL COURT, BRANCH 104 OF QUEZON CITY IN ITS ORDER DATED SEPTEMBER 6, 1991 IN CIVIL CASE NO. Q-89-2009 DISMISSING PRIVATE RESPONDENT'S COMPLAINT FOR INSUFFICIENCY OF EVIDENCE; AND
 - THE HONORABLE COURT OF APPEALS ITSELF IN ITS DECISION DATED JULY 16, 1993 IN CA-G.R. CV NO. 35954 AFFIRMING WITH FINALITY THE AFOREMENTIONED ORDER OF THE REGIONAL TRIAL COURT, BRNACH 104 OF QUEZON CITY.

II.

THE HONORABLE COURT OF APPEALS AND PUBLIC RESPONDENT NLRC GROSSLY ERRED AND GRAVELY ABUSED THEIR DISCRETION WHEN THEY STUBBORNLY IGNORED THE CURRENT POLICY OF THIS HONORABLE COURT CALLING FOR LIBERAL INTERPREATTION OF ARTICLE 223 OF THE LABOR CODE WITH RESPECT TO THE POSTING OF AN APPEAL BOND AS A CONDITION FOR PERFECTING AN APPEAL AND HOLDING THAT A MOTION TO REDUCE BOND BASED ON MANIFESTLY MERITORIOUS GROUNDS IS A SUBSTANTIAL COMPLIANCE THEREOF.

III.

THE HONORABLE COURT OF APPEALS GROSSLY ERRED AND GRAVELY ABUSED ITS DISCRETION WHEN IT WITTINGLY AND STUBBORNLY REFUSED TO CONSIDER THE SUBSTANTIAL MERITS OF PETITIONER'S CASE WHICH IMPERATIVELY CALL FOR THE LIBERAL APPLICATION OF ARTICLE 223 OF THE LABOR CODE AS THE VERY FACTUAL BASIS AND GROUNDS OF PETITIONER'S PETITION ARE THEMSELVES RECOGNIZED BY THE HONORABLE COURT OF APPEALS IN ITS DECISION OF MARCH 29, 2001.

IV.

TH HONORABLE COURT OF APPEALS MISERABLY ABDICATED ITS JUDICIAL POWER OF REVIEW OVER PUBLIC RESPONDENTS AND FAILED TO EXERCISE CANDOR IN THE DISPOSITION OF PETITIONER'S PETITION.[13]

The petition lacks merit.

Time and again, it has been held that the right to appeal is not a natural right or a part of due process, but merely a statutory privilege and may be exercised only in the manner and in accordance with the provisions of the law. The party who seeks to avail of the same must comply with the requirements of the rules, failing in which the right to appeal is lost.[14]

Article 223 of the Labor Code sets forth the rules on appeal from the Labor Arbiter's monetary award, thus:

Article 223. Appeal. — Decisions, awards, or orders of the Labor Arbiter are final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, awards, or orders. xxx.

xxx xxx xxx

In case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission in the amount equivalent to the monetary award in the judgment appealed from. (Emphasis ours)

Rule VI of the New Rules of Procedure of the NLRC[15] implements the aforequoted Article. The pertinent provisions of Rule VI which were in effect when petitioner filed its appeal on July 25, 1997, provides, inter alia, as follows:

Section 1. Periods of Appeal. - Decisions, awards or orders of the Labor Arbiter and the POEA Administrator shall be final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt of such decisions, awards or orders of the Labor Arbiter or of the Administrator, and in case of a decision of the Regional Director or his duly authorized Hearing Officer within five (5) calendar days from receipt of such decisions, awards or orders. If the 10[th] or 5[th] day, as the case may be, falls on a Saturday, Sunday or a holiday, the last day to perfect the appeal shall be the next working day. (As amended on November 7, 1991)

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Section 3. Requisites for Perfection of Appeal. - (a) The appeal shall be filed within the reglementary period as provided in Section 1 of this Rule; shall be under oath with proof of payment of the required appeal fee and the posting of a cash or surety bond as provided on Section 5 of this Rule; shall be accompanied by a memorandum of appeal which shall state the grounds relied upon and the arguments in support thereof; the relief prayed for; and a statement of the date when the appellant received the appealed decision, order or award and proof of service on the other party of such appeal.

A mere notice of appeal without complying with the other requisites aforestated shall not stop the running of the period for perfecting an appeal.

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Section 6. Bond. - In case the decision of a Labor Arbiter, POEA Administrator and Regional Director or his duly authorized hearing officer involves a monetary award, an appeal by the employer shall be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission or the Supreme Court in an amount equivalent to the monetary award, exclusive of moral and exemplary damages and attorney's fees.

The employer as well as counsel shall submit a joint declaration under oath attesting that the surety bond posted is genuine and that it shall be in effect until final disposition of the case.

The Commission may, in meritorious cases and upon Motion of the Appellant, reduce the amount of the bond. The filing, however, of the motion to reduce bond shall not stop the running of the period to perfect appeal. (As amended on November 5, 1996)

Section 7. No Extension of Period. - No motion or request for extension of the period within which to perfect an appeal shall be allowed.[Emphasis ours]

Evident it is from the foregoing that an appeal from rulings of the Labor Arbiter to the NLRC must be perfected

within ten (10) calendar days from receipt thereof, otherwise the same shall become final and executory. In a judgment involving a monetary award, the appeal shall be perfected only upon (1) proof of payment of the required appeal fee and (2) posting of a cash or surety bond issued by a reputable bonding company and (3) filing of a memorandum of appeal. A mere notice of appeal without complying with the other requisites mentioned shall not stop the running of the period for perfection of appeal.[16]

Here, petitioner received the decision of the Labor Arbiter on July 18, 1997. From July 18, 1997, petitioner has a limited period of ten (10) days to perfect its appeal. Petitioner filed its memorandum of appeal on July 25, 1997. However, in lieu of the required cash or surety bond, petitioner filed a motion to reduce or be exempted from filing an appeal bond.[17] The NLRC denied the motion and consequently dismissed the appeal for non-perfection. Petitioner now insists that its Motion to Reduce Bond constitutes a substantial compliance of the requirement for perfecting an appeal under Article 223 of the Labor Code and the NLRC Rules of Procedure.

We disagree.

The requirement of a cash or surety bond for the perfection of an appeal from the Labor Arbiter's monetary award is not only mandatory but jurisdictional as well, and non-compliance therewith is fatal and has the effect of rendering the award final and executory.[18] The reason therefor is explained by the Court in this language:

... [T]he obvious and logical purpose of an appeal bond is to insure, during the period of appeal, against any occurrence that would defeat or diminish recovery under the judgment if subsequently affirmed; it also validates and justifies, at least prima facie, an interpretation that would limit the amount of the bond to the aggregate of the sums awarded other than in the concept of moral and exemplary damages.[19]

The mandatory filing of a bond for the perfection of an appeal is evident from the aforequoted provision of Article 223 of the Labor Code which explicitly states that the appeal may be perfected only upon the posting of cash or surety bond. The word "only" makes it perfectly clear that the lawmakers intended the posting of a cash or surety bond to be the exclusive means by which an employer's appeal may be perfected. This requirement is intended to dissuade employers from using the appeal to delay, or even evade, their obligation to satisfy their employee's just and lawful claims.[20]

Further, the implementing rules of respondent NLRC are unequivocal in saying that "the filing of the motion to reduce bond shall not stop the running of the period to perfect appeal." Thus, petitioner should have seasonably filed the appeal bond within the ten-day reglementary period following its receipt of the decision of Labor Arbiter Ariel Santos in order to forestall the finality of said decision. Since petitioner failed to post an appeal bond within the reglementary period, no appeal was perfected from the decision of Labor Arbiter Santos, for which reason, the decision sought to be appealed to the NLRC had become final and executory and therefore immutable.

It is true that the requirement of posting a bond on appeals involving monetary awards has been given a liberal interpretation in certain cases.[21] However, relaxation of this rule can only be done where there was substantial compliance of the NLRC Rules of Procedure or where the party involved, at the very least, demonstrated willingness to abide by the rules by posting a partial bond.[22]

Petitioner did not post a full or partial appeal bond within the prescribed period. Petitioner could have even paid a moderate and reasonable sum as premium for such bond as the law does not require outright payment but merely the posting of a bond to ensure that the award will be eventually paid should the appeal be dismissed, but still, petitioner failed to do so. Hence, we find no cogent reason to apply the same liberal interpretation in this case.

While, admittedly, Section 6, Rule VI of the NLRC Rules of Procedure allows the reduction of the appeal bond upon motion of the appellant, the exercise of the authority is not a matter of right on the part of the movant but

lies within the sound discretion of the NLRC upon showing of meritorious grounds.[23] Nevertheless, even granting arguendo that petitioner has meritorious grounds to reduce the appeal bond, the result would have been the same since it failed to post cash or surety bond within the prescribed period.

As payment of the appeal bond is an indispensable and jurisdictional requisite and not a mere technicality of law or procedure, we find the challenged decision of the Court of Appeals in accordance with law.

WHEREFORE, the petition is DENIED and the assailed decision of the Court of Appeals in CA-G.R. No. 51046 AFFIRMED.

Costs against petitioner.

SO ORDERED.

Panganiban, (Chairman), Sandoval-Gutierrez, Corona, and Carpio-Morales, JJ.concur.

[1] Penned by then Associate Justice Presbitero J. Velasco, Jr. (now Court Administrator), with then Presiding Justice Salome A. Montoya and Associate Justice Bernardo LL. Salas (both ret.), concurring.

[2] Rollo, pp. 285-288.

[3] Rollo, pp. 470-479.

[4] Rollo, pp. 480-486.

[5] The Act was signed into law on June 7, 1995. Section 10 thereof provides:

Section 10. Money Claims – Notwithstanding any provision of law to the contrary, the Labor Arbiters of the National Labor Relations Commission (NLRC) shall have the original and exclusive jurisdiction to hear and decide within ninety (90) calendar days after the filing of the complaint, the claims arising out of an employer-employee relationship or by virtue of any law or contract involving Filipino workers for overseas deployment including claims for actual, moral, exemplary and other forms of damages.

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[6] Rollo, pp. 280-282.

[7] Rollo, pp. 282-283.

[8] Rollo, p. 284.

[9] Docketed as NLRC- NCR-CA-01320697.

[10] Rollo, pp. 285-288.

[11] Rollo, p. 291.

[12] 295 SCRA 494 [1998].

[13] Rollo, pp. 14-16.

[14] Producers Bank of the Philippines vs. Court of Appeals, 381 SCRA 185 [2002].

[15] Promulgated on August 31, 1990 and took effect on October 9, 1990.

[16] Lamzon vs. National Labor Relations Commission, 307 SCRA 665 [1999].

[17] Rollo, pp. 213-233.

[18] Philippine Transmarine Carriers, Inc. vs. Cortina, 415 SCRA 714 [2003].

[19] U-Sing Button and Buckle Industry v. National Labor Relations Commission, 221 SCRA 680 [1993].

[20] Oriental Mindoro Cooperative, Inc. vs. National Labor Relations Commission, 246 SCRA 801 [1995].

[21] Star Angel Handicraft vs. National Labor Relations Commission, 236 SCRA 580 [1994]; Blancaflor vs. National Labor Relations Commission, 218 SCRA 366 [1993]; Rada vs. National Labor Relations Commission, 205 SCRA 69 [1992]; Erectors, Incorporated vs. National Labor Relations Commission, 202 SCRA 597 [1991].

[22] Ong vs. Court of Appeals, 438 SCRA 668 [2004]; Teofilo Gensoli & Co. vs. National Labor Relations Commission, 289 SCRA 407 [1998].

[23] Mers Shoes Manufacturing, Inc. vs. National Labor Relations Commission, 286 SCRA 647 [1998].

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