

EDGARDO B. ALCAZAREN, PETITIONER, VS. UNIVET AGRICULTURAL PRODUCTS, INC., RESPONDENT.

G.R. No. 149628. November 22, 2005

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

Before us is a petition for review on certiorari of the Court of Appeals (CA) Decision[1] in CA-G.R. SP No. 51311 which set aside the Decision[2] of the National Labor Relations Commission (NLRC) in NLRC Case No. V-0261-97.

Sometime in 1982, Univet Agricultural Products, Inc. (Univet) employed Edgardo B. Alcazaren as a casual employee performing the work of a sales representative in Capiz and Aklan. Over time, he was promoted to different positions. In November 1994, he was promoted as sales supervisor in the West Visayas Area.[3]

On July 3, 1996, Alcazaren was transferred as sales supervisor from West Visayas to East Visayas via an inter-office Memorandum of Operations Manager Romeo Savella.[4] However, despite attempts to serve the memorandum on Alcazaren, he refused to receive the same.[5] On July 10, 1996, Savella ordered Alcazaren to participate in the mid-year meeting of sales supervisors of the West Visayas Area at the Amigo Hotel, Iloilo City scheduled on July 15, 1996[6] and in a meeting set on July 16, 1996 at the Montebello Hotel, Cebu City. Alcazaren failed to attend the meetings.

On July 16, 1996, Savella ordered Alcazaren to report to his supervisor, OVP General Manager Conrado S. Baylon, at the Montebello Hotel, Cebu City either that day or the following day, July 17, 1996.[7] Alcazaren read the directive but refused to receive it.

On July 20, 1996, Savella issued a Memorandum[8] requiring Alcazaren to explain, in writing, within 48 hours from notice thereof why no disciplinary sanction should be imposed on him for his failure to attend the conference despite notice. On July 27, 1996, the Personnel Committee issued a Memorandum[9] requiring Alcazaren to explain within 48 hours why he should not be meted disciplinary actions for his failure to comply with the July 16 and 20, 1996 Memoranda of Savella.

On August 5, 1996, Alcazaren submitted his written explanation.[10] He claimed that his grandmother Ecspectacion Bacero died on July 7, 1996 and he had to attend her burial in President Roxas, Capiz on July 15, 1996. He alleged that he received notice of the July 15, 1996 meeting in Iloilo City only on July 11, 1996; he immediately contacted Baylon by long distance, who advised him to just try and catch up and attend the meeting even after the burial. He narrated that he arrived in Iloilo City on July 15, 1996 at around 7:30 p.m. and attended the meeting only to be berated by Savella. He left the meeting to avoid further complications. He explained that he failed to attend the July 16, 1996 meeting because the burial of his grandmother was reset to July 17, 1996. He informed Ernie Poral that he needed to attend the burial of his grandmother. He averred that he should not be faulted for his failure to submit his explanation to the July 20, 1996 Memorandum of Savella because he received it only on July 29, 1996 in Bacolod City when it was given to him by his housemaid.[11]

On August 12, 1996, Alcazaren was directed to report to Univet at Mandaluyong City on August 13, 1996 and to turn over to Ernie Poral or Rolly[12] Banson all accountable forms in his possession and the service vehicle assigned to him[13] described as Toyota Corolla, Model 1990 with Plate No. PRX-856 to Dr. Rey Labaco. However, Alcazaren failed to turn over the vehicle to Dr. Labaco.

The Personnel Committee issued a Memorandum[14] to Alcazaren, on August 14, 1996, requiring him to explain why he should not be disciplined for his unauthorized absences in his area from July 15-20, 22-27, 29-31, 1996, and August 1-3, 5-10, 1996, and for his failure to turn over the company vehicle to Dr. Rey Labaco.

The Committee pointed out that under Page 1, Article A, Paragraph 1, subparagraph (b) of the Company House Rules, absence without leave (AWOL) for six consecutive working days is meted with the penalty of dismissal; and that under Article 282(b) of the Labor Code of the Philippines, gross and habitual neglect by the employee of his duties is also punishable by dismissal. The Committee also pointed out that Page 6, Paragraph G, Article 4 of the Company House Rules provides a 15-day suspension with warning of dismissal as a penalty for insubordination or willful disobedience in carrying out reasonable requests or instructions of superior, or acts of grave misconduct/disrespect towards superior.[15]

On the same date, August 14, 1996, Alcazaren submitted his explanation to the Memorandum of the Personnel Committee.[16] He also submitted a separate explanation to the charge of his being AWOL.[17] He reiterated his explanation contained in his August 5, 1996 letter to the Committee.

The Personnel Committee conducted an investigation of the matter and, on August 16, 1996, ruled that Alcazaren was guilty of an infraction. He was suspended for 15 days effective August 19-24, 26-30, 1996 and September 2-5, 1996, and warned that a more severe penalty would be meted against him for future violations.[18]

However, Alcazaren still refused to turn over the company vehicle to Dr. Labaco or to Univet. On September 3, 1996, Alcazaren informed Univet that he would be reporting to the East Visayas Area on September 6, 1996 after the expiration of his suspension, but that he will bring with him the service vehicle. He claimed that he had already acquired certain rights over the said car pursuant to existing company rules regarding his option to buy the same.[19]

On September 4, 1996, Alcazaren received a Memorandum from the Personnel Committee of Univet directing him to claim his plane ticket at the Iloilo Depot and to report at Univet's office in Mandaluyong City on September 6, 1996. Univet also reiterated its directive for him to turn over the service vehicle to Ernie Poral or Rolly Banson, including the sample stocks and accountable forms in his possession.[20] Alcazaren still refused to turn over the vehicle to Dr. Labaco; worse, Alcazaren had the vehicle shipped to Cebu City.

In a Memorandum[21] dated September 6, 1996, the Personnel Committee ordered Alcazaren to appear before the Committee the following day to answer violations of the Company House Rules, particularly insubordination and continuous noncompliance with home office directives. When he received the directive on September 7, 1996, Alcazaren had the service vehicle parked at the Unilab Depot compound in Mandaue City.[22]

In a Memorandum[23] dated September 9, 1996, the Personnel Committee informed Alcazaren that Univet had already lost its trust and confidence in him as a result of his continuous and repeated violations of company rules and regulations, and deliberate defiance of legitimate orders from superiors. He was required to explain in writing within 5 days from receipt of said Memorandum why his services should not be terminated. In the meantime, he was further placed under preventive suspension effective September 16, 1996 to October 15, 1996.[24]

On September 10, 1996, the Personnel Committee reiterated its directive for Alcazaren to turn over the service vehicle for shipment to Iloilo City and all sample stocks in his possession intended for West Visayas.[25] Finally,

Alcazaren relented and turned over all accountables in his possession to Mario Dueñas and released the key of the service vehicle to David Pinor.[26]

On September 19, 1996, Alcazaren submitted to the Personnel Committee his explanation. He claimed that he had not received the August 21, 1996 Order directing him to turn over the service vehicle because he was already suspended at the time. He claimed that when Mr. Winston Young went to Iloilo, he, together with Poral, forcibly entered his (Alcazaren's) residence. He also claimed that he advised Univet about his reporting to East Visayas Area after the expiration of his suspension on September 5, 1996 and that he held the service vehicle in his possession because he was under the impression that he had already acquired certain rights over it; when the service vehicle he shipped arrived in Cebu, he immediately placed the same in the possession of the security guard on duty at the Unilab Depot. He claimed that he was already in Cebu when Univet's instructions dated September 4, 1996 arrived in Bacolod, thus, it was impossible for him to comply with the said directives. He also requested Baylon of Univet if he could report on September 9 instead of September 7, 1996, which was apparently granted. He pointed out that he had already complied with the memorandum directing him to turn over the service vehicle and other accountables in his possession.

Alcazaren asserted that his previous 15-day suspension and the current 30-day preventive suspension imposed upon him were devoid of factual and legal bases and that he had not been afforded due process. He also claimed that despite the expiration of his 15-day suspension, Univet had not given him any work assignment, thus he felt that "he had been placed in a freezer." He was convinced that he was being harassed, threatened and intimidated by management for acts which did not constitute valid causes or grounds for severance of his employment.

On September 23, 1996, Alcazaren filed his complaint[27] against Univet and its officers before the NLRC Regional Arbitration Branch No. VI in Bacolod City. It was docketed as RAB Case No. 06-09-10506-96. Alcazaren alleged, inter alia, that he had been illegally suspended, that he was illegally dismissed (constructive dismissal), that his salaries were not paid, and that he would like to exercise his option to buy the service vehicle assigned to him. He prayed for his reinstatement with full backwages from date of dismissal until reinstatement, payment of unpaid salaries/wages, moral damages, exemplary damages and attorney's fees.[28]

On October 5, 1996, Poral submitted his Answer[29] to the above letter-explanation of Alcazaren, and alleged that he and Young had not broken into Alcazaren's house but were allowed entry by the latter's cousin.

Although he had already filed his complaint with the NLRC, Alcazaren requested Univet home office, on October 2, 1996, to send him P10,000.00 as traveling allowance so that he could attend the meeting on October 3, 1996 at the Univet Office in Mandaluyong City.[30] Still unaware of the complaint of Alcazaren, Univet advised Alcazaren, on October 4, 1996, that his plane ticket had already been delivered at his residence in Bacolod on October 2, 1996 as reflected on LBC air cargo records. Enclosed in the letter was a check amounting to P10,000.00. Univet informed Alcazaren that the meeting was reset to October 8, 1996.[31]

On October 5, 1996, Alcazaren notified Univet that he had already filed a complaint for illegal/constructive dismissal against it before the NLRC.[32]

On October 15, 1996, the Personnel Committee issued its Memorandum[33] terminating Alcazaren's employment due to violations of company house rules and the Labor Code.

Univet, in its position paper,[34] asserted, inter alia, that there was no constructive discharge or illegal dismissal of Alcazaren. As a sales supervisor, he was vested with the unqualified trust and confidence of the higher management, and was entrusted with the custody and care of various company properties. It pointed out that he had not only breached the trust and confidence reposed on him, but continuously and habitually broke the rules.

Univet further averred that Alcazaren's acts constituted serious

misconduct, and can be described as willful disobedience to lawful orders in connection with his work. Moreover, his explanations were flimsy - he could always attend the scheduled meetings since Iloilo was only about 3 hours away from Capiz. Univet further claimed that it had been accommodating to Alcazaren as it considered his availability on scheduled conferences. However, he went AWOL from July 15 to August 10, 1996.

On June 30, 1997, the Labor Arbiter rendered a Decision^[35] ordering the dismissal of the complaint. The decretal portion of the decision reads:

WHEREFORE, in view of all the foregoing, judgment is hereby rendered:

a)

DISMISSING the complaint for constructive dismissal and illegal dismissal for lack of merit;

b)

DISMISSING the complaint for moral and exemplary damages for lack of merit;

c)

DISMISSING all other claims for lack of merit;

d)

As a measure of social and compassionate justice, ORDERING respondent Univet Agricultural Products, Inc. to pay separation pay as form of financial assistance to the complainant Edgardo Alcazaren the sum of TWO HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED TWO PESOS & 22/100 (P287,402.22) and attorney's fee in the amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED FORTY PESOS & 22/100 (P28,740.22) or in the total sum of THREE HUNDRED SIXTEEN THOUSAND ONE HUNDRED FORTY-TWO PESOS & 44/100 (P316,142.44) to be deposited with this Office within ten (10) days from receipt of this decision; and

e)

DISMISSING all claims and causes of action against respondents Unilab Inc., Winston Young, Conrado S. Baylon, Wan Lian Tan and Dr. Delfin Samson for lack of merit.

SO ORDERED.[36]

Alcazaren appealed the decision to the NLRC which rendered judgment granting the appeal and reversing the decision of the Labor Arbiter. The NLRC declared that the refusal of Alcazaren to turn over his service vehicle cannot be considered as willful disobedience since the said vehicle is "retirable" after a year, and that Alcazaren had "ample grounds to initially hold on to said vehicle" under Univet's Revised Motor Vehicle Replacement Policy. Further, the NLRC stated that although Alcazaren committed an infraction relative to said turn over, considering that he had been an employee of Univet for 14 years, the penalty of dismissal was too harsh and highly disproportionate to the offense committed. Alcazaren felt that he was being harassed and that he had not

been given any work assignment after the expiration of his 15-day suspension. Thus, the NLRC found that Alcazaren was illegally and constructively dismissed entitling him to be reinstated with backwages. The fallo of its decision reads:

WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby SET ASIDE and VACATED and a new one entered declaring complainant to have been illegally and constructively dismissed. Respondent Univet Agricultural Products is hereby ordered to reinstate complainant to his former position without loss of seniority rights and other privileges and to pay him the following:

1. Backwages (Sept. 6/96 to Dec. 31/97)

1 year, 3 months & 25 days

a) Basic Salary:

P22,048.73/mo. x 15 mos. = P330,730.95

842.52/day x 25 days = 21,063.00

----- P351,793.95

b) Allowance/per diem:

(P6,620.00 + 11,700.00 = 18,320.00)

P18,320.00/month x 15 months = 274,800.00

c) Commission/Incentive:

P5,000.00/month x 15 months = 75,000.00

Total backwages P701,593.95

Add: Attorney's Fees 70,159.39

Grand Total P771,753.34

=====

SO ORDERED.[37]

Univet elevated the case to the CA, alleging that:

I

PUBLIC RESPONDENT COMMITTED A GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR IN EXCESS OF JURISDICTION IN HOLDING THAT PRIVATE RESPONDENT WAS ILLEGALLY AND CONSTRUCTIVELY DISMISSED, ERRONEOUSLY AND ARBITRARILY REVERSING THE FINDINGS OF THE LABOR ARBITER A QUO.

II

PUBLIC RESPONDENT COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR IN EXCESS OF JURISDICTION IN HOLDING THAT THE EVIDENCE WAS INSUFFICIENT TO DISMISS PRIVATE RESPONDENT, A SUPERVISORY EMPLOYEE, FOR LOSS OF TRUST AND CONFIDENCE.

III

PUBLIC RESPONDENT COMMITTED A GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR IN EXCESS OF JURISDICTION IN HOLDING THAT PRIVATE RESPONDENT WAS IN GOOD FAITH IN INITIALLY HOLDING ON TO HIS SERVICE VEHICLE.

IV

PUBLIC RESPONDENT COMMITTED A GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF OR IN EXCESS OF JURISDICTION IN HOLDING THAT PRIVATE RESPONDENT WAS ENTITLED TO REINSTATEMENT, PAYMENT OF BACKWAGES, ALLOWANCES, AND COMMISSIONS.[38]

On December 26, 2000, the CA rendered a decision granting the petition. It found that Alcazaren was not constructively dismissed since he was still employed with Univet at the time he filed his complaint for constructive and illegal dismissal although under suspension;

he had not been demoted, nor his pay decreased, as he was only transferred to a different area which had the same sales potential as his previous assignment; he had the same position, privileges and pay. The CA declared that the transfer of an employee ordinarily lies within the ambit of management prerogatives, and that Alcazaren defied his reassignment by reporting for work at his old post in West Visayas. Moreover, he was given sufficient opportunity to explain and comply with Univet's orders and memoranda but repeatedly refused to turn over the service vehicle despite clear orders of his employer; in fact, he shipped said vehicle to Cebu. According to the CA, his acts were tantamount to an "appropriation of company asset for personal use."

The CA further held that no evidence was adduced to show that the subject service vehicle was scheduled for disposition. It found that Alcazaren's termination from employment was justified under Article 282(a) and (c) of the Labor Code. The decretal portion of the decision reads:

WHEREFORE, the petition is hereby GRANTED and the challenged decision and resolution of respondent NLRC dated January 6, 1998 and April 27, 1998 are hereby REVERSED and SET ASIDE. The complaint filed by private respondent against petitioner is DISMISSED for lack of merit.

SO ORDERED.[39]

Alcazaren filed a motion for reconsideration of the decision, which the appellate court denied.[40]

Alcazaren, now the petitioner, avers in his petition that:

I

THE COURT OF APPEALS GRAVELY ERRED IN GIVING DUE COURSE AND GRANTING RESPONDENT'S PATENTLY DEFECTIVE PETITION FOR CERTIORARI. IN DOING SO, THE COURT OF APPEALS DEPARTED FROM THE ACCEPTED AND USUAL COURSE OF JUDICIAL PROCEEDINGS.

II

THE COURT OF APPEALS GRAVELY ERRED IN REVERSING THE DECISION AND RESOLUTION

OF THE NLRC AND IN DECLARING THAT PETITIONER WAS NOT ILLEGALLY AND CONSTRUCTIVELY DISMISSED. IN DOING SO, THE COURT OF APPEALS DECIDED THE CASE IN A MANNER NOT IN ACCORD WITH LAW OR WITH APPLICABLE DECISIONS OF THE SUPREME COURT.[41]

On the first ground, the petitioner avers that the CA erred in granting the respondent's petition for certiorari under Rule 65 of the Rules of Court. He avers that in a petition for certiorari, only a question of law or lack of jurisdiction may be raised. The appellate court is not to reexamine the evidence before the Labor Arbiter and reevaluate the probative weight of the evidence of the parties. The petitioner maintains that the issues raised by the respondent as the petitioner in the CA are factual, and the laws ascribed to the NLRC were factual and not error of jurisdiction. He insists that the CA should have dismissed the petition for certiorari.

The petitioner asserts that there is no factual basis for his dismissal from his employment based on serious misconduct or willful disobedience. He reiterated that as borne by his explanations submitted to respondent Univet and the Personnel Committee, his absences at the conferences in Iloilo City and Cebu City were justified.

The petition has no merit.

On the first issue, this Court has ruled that under Section 9 of Batas Pambansa Blg. 129, as amended by Republic Act No. 7902, the CA, pursuant to the exercise of its original jurisdiction over the petition for certiorari, was specifically given the power to pass upon the evidence, if and when necessary, to resolve factual issues.[42] When factual findings of the NLRC are contrary to those of the Labor Arbiter, the appellate court may review the evidentiary facts.[43] In this case, the factual findings of the Labor Arbiter were reversed by the NLRC. Hence, the CA had to review the evidence of the parties and determine for itself the evidentiary facts.

The general rule is that the factual findings of administrative tribunals, if supported by substantial evidence, are accorded respect and even finality. However, such general rule admits of an exception, such as where it is clear that a palpable and demonstrable mistake that needs rectification has been committed by the quasi-administrative tribunal.[44] In the case at bench, the CA found that the NLRC had misappreciated the evidence presented and had committed grave abuse of discretion amounting to lack or excess of jurisdiction in setting aside the Labor Arbiter's decision.

On the petitioner's suspension for being AWOL, the records show that the petitioner had agreed thereto. Indeed, he informed the respondent that he was reporting to his new station after serving his suspension.

The respondent could not be faulted for suspending the petitioner anew for 30 days pending resolution of the charges against him because he insisted on keeping the service vehicle and accountable forms despite the respondent's repeated orders. The respondent had to spend for the reshipment of the vehicle from Cebu City to Iloilo City where it was needed for the company's operational use. The petitioner gave up the possession of the vehicle only on September 7, 1996 after he received the Personnel Committee Memorandum dated September 6, 1996, requiring him to appear before the Committee for insubordination. He even had the vehicle kept in Mandaue City.

The petitioner's claim, that he did not return the vehicle despite the directives of the management because he had acquired certain rights over the said service vehicle under the Company's Revised Motor Vehicle Replacement Policy or Revised Motor Vehicle Option-to-Buy Policy, is merely an afterthought. The petitioner had been ordered as early as August 12, 1996 to turn over the vehicle to Poral or Banson or to Dr. Labaco for his operational use. He refused to do so. In his Explanations dated August 5 and 14, 1996, the petitioner did not claim that he had such option to acquire the vehicle. He invoked for the first time that he had "certain rights" over the vehicle only on September 3, 1996. In the meantime, instead of complying with the directive of the management,

the petitioner even had the vehicle shipped to Cebu City.

Even a cursory reading of the corporate guidelines^[45] will readily show that the option of an officer of the company to purchase a second vehicle occurs only when the car is retired. Even then, the officer has to accomplish the requisite form and submit the same to the company for processing and approval. However, the service vehicle still had one more year before it will be retired. Indeed, the respondent had the vehicle assigned to Dr. Labaco for his operational use. The petitioner never accomplished the requisite form. He simply refused to return the vehicle and opted to defy the directives of the respondent.

It was only after he was meted a 30-day suspension did the petitioner finally turn over the vehicle to the respondent. He intentionally did not turn over the vehicle to hold on to his non-existent option to buy it. The disobedience of the petitioner was clearly willful, and as a result, the respondent lost its trust and confidence in him.^[46]

The petitioner had not yet been dismissed from his employment when he filed his complaint against the respondent with the NLRC. He was expected to report to his new assignment after serving his 30-day suspension, but instead of requesting reconsideration thereof, or reporting for work after such period, the petitioner filed a complaint against the respondent for illegal dismissal.

The eventual termination of the petitioner's employment is justified under the respondent's Company House Rules and under Article 282(a) and (c) of the Labor Code, to wit:

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

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

...

(c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative.

Thus, loss of trust and confidence is a valid ground for dismissing an employee, provided that "the loss of confidence arises from particular proven facts." Termination of employment on this ground does not require proof beyond reasonable doubt of the employee's misconduct. It is sufficient that there is some basis for the loss of trust or that the employer has reasonable ground to believe that the employee is responsible for the misconduct which renders him unworthy of the trust and confidence demanded by his position.^[47] It bears stressing that the petitioner is not an ordinary rank-and-file employee. He was a sales representative, reposed with managerial duties in overseeing the respondent's business in his assigned area. As a managerial employee, the petitioner was tasked to perform key and sensitive functions, and thus "bound by more exacting work ethics."^[48] He should have realized that such sensitive position required the full trust and confidence of his employer in every exercise of managerial discretion insofar as the conduct of the latter's business is concerned.

In fact, the petitioner's dealings with the respondent during his preventive suspension were attended by bad faith. He had already filed his complaint with the Labor Arbiter on September 23, 1996, and yet, on October 2, 1996, he had the gall to ask the respondent to send him P10,000.00 traveling allowance and a plane ticket to attend a scheduled meeting on October 8, 1996, per letter memorandum in the respondent's office in Mandaluyong City.^[49] Upon receipt of the P10,000.00 check and the plane ticket, the petitioner notified the respondent that he could no longer attend the scheduled meeting as he had already filed a complaint for illegal/constructive dismissal.^[50]

The validity of the petitioner's dismissal hinges on the satisfaction of the two substantive requirements for a lawful termination of an employee's services, to wit: (1) the employee was accorded due process, basic of which are opportunity to be heard and to defend himself, and (2) the dismissal must be for any of the causes provided in Article 282 of the Labor Code.[51]

In this case, the respondent complied with the twin procedural requirement of written notices to effect a valid dismissal, viz.: (a) a notice of preventive suspension was given to the petitioner apprising him of the acts and omissions for which his dismissal was sought,[52] and (b) a subsequent notice after investigation informing the petitioner of the respondent's decision to dismiss him.[53] The petitioner preempted a formal investigation and opted to file his complaint against the respondent thereby rendering a formal investigation moot and academic.

In fine, the respondent had sufficiently discharged its burden of proving that the dismissal of the petitioner was for just cause, that it was made within the parameters of the law and pursuant to the basic tenets of equity, justice and fair play.

IN LIGHT OF ALL THE FOREGOING, the petition is hereby DENIED. The Decision of the Court of Appeals in CA-G.R. SP No. 51311 is AFFIRMED. Cost against the petitioner.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, and Tinga, JJ., concur.

Chico-Nazario, J., on leave.

[1] Penned by Associate Justice Angelina Sandoval Gutierrez (now an Associate Justice of the Supreme Court), with Associate Justices Portia Aliño-Hormachuelos and Elvi John S. Asuncion, concurring; Rollo, pp. 9-23.

[2] Penned by Commissioner Bernabe S. Batuhan, with Presiding Commissioner Irene E. Ceniza and Commissioner Amorito V. Cañete, concurring; Rollo, pp. 93-108.

[3] CA Rollo, p. 191.

[4] Rollo, p. 223.

[5] Id. at 227.

[6] Id. at 224.

[7] Id. at 225.

[8] Id. at 226.

[9] Rollo, pp. 227-228.

[10] Id. at 229-230.

[11] Id.

[12] Also spelled as "Rollie" in some other parts of the records.

[13] Rollo, p. 143.

[14] Id. at 231.

[15] Id.

[16] Id. at 146.

[17] Rollo, p. 148.

[18] Id. at 149.

[19] Id. at 242.

[20] Id. at 244.

[21] Rollo, p. 157.

[22] Id. at 158.

[23] Id. at 160-161.

[24] Id.

[25] Id. at 163.

[26] Rollo, pp. 164-166.

[27] Rollo, pp. 111-112.

[28] Id. at 112.

[29] Id. at 255-257.

[30] Rollo, p. 258.

[31] Id. at 260.

[32] Id. at 262.

[33] Id. at 176-177.

[34] Id. at 197-222.

[35] Rollo, pp. 283-305.

[36] Id. at 304-305.

[37] Rollo, pp. 107-108.

[38] CA Rollo, pp. 21-22.

[39] Rollo, p. 22.

[40] Id. at 25.

[41] Rollo, p. 39.

[42] R & E Transport, Inc. v. Latag, G.R. No. 155214, 13 February 2004, 422 SCRA 698, citing St. Martin Funeral Homes v. NLRC, 356 Phil. 811.

[43] Gonzales v. NLRC, G.R. No. 131653, 26 March 2001, 355 SCRA 195.

[44] Villa v. NLRC, G.R. No. 117043, 14 January 1998, 284 SCRA 105.

[45] CORPORATE GUIDELINES ON OPTION-TO-BUY POLICY

- The option-to-buy policy shall only be applicable to personnel with assigned company vehicle.
- The last user of the vehicle at the time the unit is retired shall be entitled to the option to purchase; provided, that the assignee had been using the vehicle during the last three (3) consecutive years prior to its retirement.
- The option to purchase is non-assignable and the unit shall be sold/disposed of at market value or price established by Management. Approval shall be as follows:

Product Division - Mr. R. G. Ibañez

Distribution - Mr. E. M. Granda

Univet/Sari

- Mr. W. L. Tan

Home Office - Dr. D. B. Samson

- Terms of purchase for all optioned vehicles shall be on cash basis only.
- Qualified users who are interested to exercise their option to purchase shall fill up the attached form prepared for this purpose.
- Qualified users who are not interested to exercise their prerogatives shall be required to surrender their assigned vehicles to Transportation Management Department for further disposition by the company.
- Transportation Management Department shall be tasked with the proper documentations of all vehicles purchased under this policy.
- The company, depending on prevailing market and economic conditions, reserves the right to modify the guidelines regarding the option-to-buy policy. (CA Rollo, p. 184.)

[46] See Rollo, p. 177.

[47] Del Val v. NLRC, G.R. No. 121806, 25 September 1998, 296 SCRA 283.

[48] Villarama v. NLRC, G.R. No. 106341, 2 September 1994, 236 SCRA 280.

[49] Rollo, p. 258.

[50] Id. at 262.

[51] Pepsi-Cola Distributors of the Phils. v. NLRC, G.R. No. 106831, 6 May 1997, 272 SCRA 267.

[52] Rollo, p. 160.

[53] Id. at 176.

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