

**EDDIE PACQUING, RODERICK CENTENO, JUANITO M. GUERRA,
CLARO DUPILAD, JR., LOUIE CENTENO, DAVID REBLORA and
RAYMUNDO ANDRADE, vs. COCA-COLA PHILIPPINES, INC.,
Respondent.**

G.R. No. 157966. January 31, 2008

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

Before the Court is a Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Decision[1] dated November 25, 2002 of the Court of Appeals (CA) in CA-G.R. SP No. 68756 which dismissed petitioners' Petition for Certiorari and the CA Resolution[2] dated April 15, 2003 which denied petitioners' Motion for Reconsideration.

The factual background of the case is as follows:

Eddie Pacquing, Roderick Centeno, Juanito M. Guerra, Claro Dupilad, Jr., Louie Centeno, David Reblora, Raymundo Andrade (petitioners) were sales route helpers or cargadores-pahinantes of Coca-Cola Bottlers Philippines, Inc., (respondent), with the length of employment as follows:

Name Date Hired Date Dismissed

Eddie P. Pacquing June 14, 1987 January 30, 1988

Roderick Centeno November 15, 1985 January 15, 1995

Juanito M. Guerra June 16, 1980 February 20, 1995

Claro Dupilad, Jr. March 1, 1992 June 30, 1995

David R. Reblora September 15, 1988 December 15, 1995

Louie Centeno September 15, 1988 March 15, 1996

Raymundo Andrade January 15, 1988 October 15, 1995

Petitioners were part of a complement of three personnel comprised of a driver, a salesman and a regular route helper, for every delivery truck. They worked exclusively at respondent's plants, sales offices, and company premises.

On October 22, 1996, petitioners[3] filed a Complaint[4] against respondent for unfair labor practice and illegal dismissal with claims for regularization, recovery of benefits under the Collective Bargaining Agreement (CBA),

moral and exemplary damages, and attorney's fees.

In their Position Paper,[5] petitioners alleged that they should be declared regular employees of respondent since the nature of their work as cargadores-pahinantes was necessary or desirable to respondent's usual business and was directly related to respondent's business and trade.

In its Position Paper,[6] respondent denied liability to petitioners and countered that petitioners were temporary workers who were engaged for a five-month period to act as substitutes for an absent regular employee.

On July 5, 2000, Labor Arbiter Adolfo C. Babiano rendered a Decision[7] dismissing the complaint. He declared that petitioners were temporary workers hired through an independent contractor and acted as substitutes for the company's regular work force; that petitioner cannot be considered regular employees because, as cargadores-pahinantes, their work was not necessary or desirable in respondent's business - the manufacture of softdrinks.

On August 22, 2000, petitioners filed a Memorandum of Appeal[8] with the National Labor Relations Commission (NLRC). The appeal memorandum was verified by Roderick and Louie Centeno only.[9]

On October 17, 2000, respondent filed an Opposition to Appeal[10] alleging that with the exception of Roderick and Louie Centeno, the Decision of the Labor Arbiter has become final and executory as regards the other complainants who did not indicate their consent to the filing of the appeal by proper verification or grant of authority; that even if the appeal is effective with respect to all complainants, the Labor Arbiter was correct in finding that complainants are not regular employees of the respondent.

On June 8, 2001, the NLRC issued a Resolution[11] dismissing the appeal and affirming the Decision of the Labor Arbiter. The NLRC held that in the absence of showing that the other complainants have authorized Roderick and Louie Centeno to act for and in their behalf for the purpose of pursuing their appeal, the non-verification by the other complainants rendered the decision final as against them; that complainants cannot be considered regular employees since the nature of their duties are not directly related to respondent's primary or main business but pertained to post production or delivery operations.

On July 7, 2001, petitioners filed a Motion for Reconsideration[12] but it was denied by the NLRC in a Resolution[13] dated October 31, 2001.

On January 25, 2002, petitioners filed a Petition for Certiorari[14] with the CA. This time, the Verification and Certification[15] was signed by five[16] of the eight petitioners.

On November 25, 2002, the CA rendered a Decision[17] dismissing the petition for petitioner's failure to comply with the verification requirement in the petition and the appeal memorandum. It held that the failure of all the petitioners to affix their signatures in the verification and certification against non-forum shopping rendered the petition dismissable, citing *Loquias v. Office of the Ombudsman*;^[18] that with respect to the appeal memorandum in the NLRC, petitioners failed to comply with the New Rules of Procedure of the NLRC, specifically Section 3, Rule VI thereof, which requires that the appeal memorandum be under oath. The CA affirmed the NLRC's finding that petitioners' functions were not related to respondent's main business.

Petitioners filed a Motion for Reconsideration[19] but it was denied by the CA in a Resolution[20] dated April 15, 2003.

Petitioners then filed the present petition raising the following issues for resolution:

I

WHETHER OR NOT THE HONORABLE COURT OF APPEALS ERRED IN DISMISSING THE PETITION FOR CERTIORARI FILED BY THE PETITIONER (sic) DUE TO THE FAILURE OF THREE OUT OF THE EIGHT PETITIONERS TO AFFIX THEIR SIGNATURES (sic) THE VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING.

II

WHETHER OR NOT THE RESOLUTIONS OF HONORABLE COURT OF APPEALS DEPARTED OR DEVIATED FROM THE PREVAILING DOCTRINE OR LAW AND APPLICABLE DECISIONS OF THIS HIGH TRIBUNAL THAT VERIFICATION IS MERELY A MATTER OF FORM AND NON-COMPLIANCE THEREWITH DOES NOT RENDER THE PLEADING FATALLY DEFECTIVE.

III

WHETHER OR NOT THE CONCLUSIONS AND DECISIONS OF THE LABOR ARBITER [sic] NATIONAL LABOR RELATIONS COMMISSION [sic] IN ACCORDANCE WITH EVIDENCE, JURISPRUDENCE, LABOR LAWS, STATUTES AND CONSTITUTIONAL MANDATES PROPITIOUS TO THE PETITIONERS.

IV

WHETHER OR NOT PETITIONERS SHOULD BE DECLARED REGULAR EMPLOYEES OF COCA-COLA AND THUS ENTITLED TO BE REINSTATED WITH BACKWAGES FROM THE DATE OF THEIR DISMISSAL UP TO THE DATE OF THEIR ACTUAL REINSTATEMENT, DAMAGES AND ATTORNEY'S FEES.[21]

Petitioners contend that the absence of the signatures of the three other petitioners in the verification and certification against forum-shopping in the Petition for Certiorari before the CA was not fatal since verification is merely a matter of form of pleading and non-compliance does not render the pleading fatally defective; that the absence of the signature of the six other complainants in the verification in the appeal memorandum was not fatal since technicalities have no room in labor cases; that petitioners are regular employees of respondent since they have been employed for more than one year and perform functions necessary to respondent's business.

Respondent, on the other hand, argues that petitioners' blatant violation of and non-compliance with procedural rules should not be countenanced; that the petition seeks an evaluation of evidence and factual findings of the CA and the NLRC which is beyond the scope of a petition for review on certiorari under Rule 45 of the Rules of Court where only questions of law are entertained.

The petition is impressed with merit.

While the general rule is that the certificate of non-forum shopping must be signed by all the plaintiffs in a case and the signature of only one of them is insufficient, the Court has stressed that the rules on forum shopping, which were designed to promote and facilitate the orderly administration of justice, should not be interpreted with such absolute literalness as to subvert its own ultimate and legitimate objective. Strict compliance with the provision regarding the certificate of non-forum shopping underscores its mandatory nature in that the certification cannot be altogether dispensed with or its requirements completely disregarded.[22] It does not, however, prohibit substantial compliance therewith under justifiable circumstances,[23] considering especially that although it is obligatory, it is not jurisdictional.[24]

In recent decisions, the Court has consistently held that when all the petitioners share a common interest and invoke a common cause of action or defense, the signature of only one of them in the certification against forum shopping substantially complies with the rules.[25]

In *HLC Construction and Development Corporation v. Emily Homes Subdivision Homeowners Association*,^[26] it was held that the signature of only one of the petitioners substantially complied with the Rules because all the petitioners share a common interest and invoke a common cause of action or defense. The Court said:

Respondents (who were plaintiffs in the trial court) filed the complaint against petitioners as a group, represented by their homeowners' association president who was likewise one of the plaintiffs, Mr. Samaon M. Buat. Respondents raised one cause of action which was the breach of contractual obligations and payment of damages. They shared a common interest in the subject matter of the case, being the aggrieved residents of the poorly constructed and developed Emily Homes Subdivision. Due to the collective nature of the case, there was no doubt that Mr. Samaon M. Buat could validly sign the certificate of non-forum shopping in behalf of all his co-plaintiffs. In cases therefore where it is highly impractical to require all the plaintiffs to sign the certificate of non-forum shopping, it is sufficient, in order not to defeat the ends of justice, for one of the plaintiffs, acting as representative, to sign the certificate provided that xxx the plaintiffs share a common interest in the subject matter of the case or filed the case as a "collective," raising only one common cause of action or defense. (Emphasis and underscoring supplied)^[27]

In *San Miguel Corporation v. Aballa*,^[28] the dismissed employees filed with the NLRC a complaint for declaration as regular employees of San Miguel Corporation (SMC) and for an illegal dismissal case, following SMC's closure of its Bacolod Shrimp Processing Plant. After an unfavorable ruling from the NLRC, the dismissed employees filed a petition for certiorari with the CA. Only three out of the 97 named petitioners signed the verification and certification of non-forum shopping. This Court ruled that given the collective nature of the petition filed before the CA, which raised only one common cause of action against SMC, the execution by the three petitioners of the certificate of non-forum shopping constitutes substantial compliance with the Rules.

More recently, in *Espina v. Court of Appeals*,^[29] the Court held that the signatures of 25 out of the 28 employees who filed the Petition for Certiorari in the CA, likewise, constitute substantial compliance with the Rules. Petitioners therein raised one common cause of action against M.Y. San and Monde, i.e., the illegal closure of M.Y. San and its subsequent sale to Monde, which resulted in the termination of their services. They shared a common interest and common defense in the complaint for illegal dismissal which they filed with the NLRC. Thus, when they appealed their case to the CA, they pursued the same as a collective body, raising only one argument in support of their rights against the illegal dismissal allegedly committed by M.Y. San and Monde. There was sufficient basis, therefore, for the 25 petitioners, to speak for and in behalf of their co-petitioners, to file the petition in the CA.

In the same vein, this is also true in the instant case where petitioners have filed their case as a collective group, sharing a common interest and having a common single cause of action against respondent. Accordingly, the signatures of five of the eight petitioners in the Petition for Certiorari before the CA constitute substantial compliance with the rules.

Contrary to the CA's pronouncement, *Loquias* finds no application here. In said case, the co-parties were being sued in their individual capacities as mayor, vice mayor and members of the municipal board of San Miguel, Zamboanga del Sur, who were criminally charged for allegedly withholding the salary increases and benefits of the municipality's health personnel. They were tried for alleged violation of Republic Act No. 3019^[30] in their various respective personal capacities. Clearly, the conviction or acquittal of one accused would not necessarily apply to all the accused in a graft charge.

As to the defective verification in the appeal memorandum before the NLRC, the same liberality applies. After all, the requirement regarding verification of a pleading is formal, not jurisdictional.^[31] Such requirement is simply a condition affecting the form of pleading, the non-compliance of which does not necessarily render the pleading

fatally defective.[32] Verification is simply intended to secure an assurance that the allegations in the pleading are true and correct and not the product of the imagination or a matter of speculation, and that the pleading is filed in good faith.[33] The court or tribunal may order the correction of the pleading if verification is lacking or act on the pleading although it is not verified, if the attending circumstances are such that strict compliance with the rules may be dispensed with in order that the ends of justice may thereby be served.[34]

Moreover, no less than the Labor Code directs labor officials to use all reasonable means to ascertain the facts speedily and objectively, with little regard to technicalities or formalities;^[35] while Section 10, Rule VII of the New Rules of Procedure of the NLRC provides that technical rules are not binding.^[36] Indeed, the application of technical rules of procedure may be relaxed in labor cases to serve the demand of substantial justice.^[37] Thus, the execution of the verification in the appeal memorandum by only two complainants in behalf of the other complainants also constitute substantial compliance.

Indeed, it is more in accord with substantial justice and equity to overlook petitioners' procedural lapses. Labor cases must be decided according to justice and equity and the substantial merits of the controversy.^[38] After all, the policy of our judicial system is to encourage full adjudication of the merits of an appeal. Procedural niceties should be avoided in labor cases in which the provisions of the Rules of Court are applied only in suppletory manner. Indeed, rules of procedure may be relaxed to relieve a part of an injustice not commensurate with the degree of noncompliance with the process required.^[39] For this reason, the Court cannot indulge respondent in its tendency to nitpick on trivial technicalities to boost its arguments. The strength of one's position cannot be hinged on mere procedural niceties but on solid bases in law and jurisprudence.^[40]

The primordial issue in the present petition is whether petitioners are regular employees of the respondent.

Generally, the existence of an employer-employee relationship is a factual matter that will not be delved into by this Court, since only questions of law may be raised in petitions for review.^[41] Needless to stress, the established rule is that in the exercise of the Supreme Court's power of review, the Court not being a trier of facts, does not normally embark on a re-examination of the evidence presented by the contending parties during the trial of the case considering that the findings of facts of the CA are conclusive and binding on the Court.^[42] This rule, however, has several well-recognized exceptions, to wit: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of fact are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.^[43] Exceptions (2) and (4) are present in the instant case.

The pivotal question of whether respondent's sales route helpers or cargadores or pahinantes are regular workers of respondent has already been resolved in *Magsalin v. National Organization of Working Men*,^[44] thus:

The basic law on the case is Article 280 of the Labor Code. Its pertinent provisions read:

Art. 280. Regular and Casual Employment. – The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer, except where the employment has been fixed for a specific project

or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or services to be performed is seasonal in nature and the employment is for the duration of the season.

An employment shall be deemed to be casual if it is not covered by the preceding paragraph: Provided, That, any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exists.

Coca-Cola Bottlers Phils., Inc., is one of the leading and largest manufacturers of softdrinks in the country. Respondent workers have long been in the service of petitioner company. Respondent workers, when hired, would go with route salesmen on board delivery trucks and undertake the laborious task of loading and unloading softdrink products of petitioner company to its various delivery points.

Even while the language of law might have been more definitive, the clarity of its spirit and intent, i.e., to ensure a “regular” worker’s security of tenure, however, can hardly be doubted. In determining whether an employment should be considered regular or non-regular, the applicable test is the reasonable connection between the particular activity performed by the employee in relation to the usual business or trade of the employer. The standard, supplied by the law itself, is whether the work undertaken is necessary or desirable in the usual business or trade of the employer, a fact that can be assessed by looking into the nature of the services rendered and its relation to the general scheme under which the business or trade is pursued in the usual course. It is distinguished from a specific undertaking that is divorced from the normal activities required in carrying on the particular business or trade. But, although the work to be performed is only for a specific project or seasonal, where a person thus engaged has been performing the job for at least one year, even if the performance is not continuous or is merely intermittent, the law deems the repeated and continuing need for its performance as being sufficient to indicate the necessity or desirability of that activity to the business or trade of the employer. The employment of such person is also then deemed to be regular with respect to such activity and while such activity exists.

The argument of petitioner that its usual business or trade is softdrink manufacturing and that the work assigned to respondent workers as sales route helpers so involves merely “post production activities,” one which is not indispensable in the manufacture of its products, scarcely can be persuasive. If, as so argued by petitioner company, only those whose work are directly involved in the production of softdrinks may be held performing functions necessary and desirable in its usual business or trade, there would have then been no need for it to even maintain regular truck sales route helpers. The nature of the work performed must be viewed from a perspective of the business or trade in its entirety and not on a confined scope.

The repeated rehiring of respondent workers and the continuing need for their services clearly attest to the necessity or desirability of their services in the regular conduct of the business or trade of petitioner company. The Court of Appeals has found each of respondents to have worked for at least one year with petitioner company. While this Court, in *Brent School, Inc. vs. Zamora*, has upheld the legality of a fixed-term employment, it has done so, however, with a stern admonition that where from the circumstances it is apparent that the period has been imposed to preclude the acquisition of tenurial security by the employee, then it should be struck down as being contrary to law, morals, good customs, public order and public policy. The pernicious practice of having employees, workers and laborers, engaged for a fixed period of few months, short of the normal six-month probationary period of employment, and, thereafter, to be hired on a day-to-day basis, mocks the law. Any obvious circumvention of the law cannot be countenanced. The fact that respondent workers have agreed to be employed on such basis and to forego the protection given to them on their security of tenure, demonstrate nothing more than the serious problem of impoverishment of so many of our people and the resulting unevenness

between labor and capital. A contract of employment is impressed with public interest. The provisions of applicable statutes are deemed written into the contract, and “the parties are not at liberty to insulate themselves and their relationships from the impact of labor laws and regulations by simply contracting with each other.”[45]

Under the principle of *stare decisis et non quieta movere* (follow past precedents and do not disturb what has been settled),[46] it is the Court's duty to apply the previous ruling in *Magsalin* to the instant case. Once a case has been decided one way, any other case involving exactly the same point at issue, as in the case at bar, should be decided in the same manner.[47] Else, the ideal of a stable jurisprudential system can never be achieved.

Being regular employees of respondent, petitioners are entitled to security of tenure, as provided in Article 279[48] of the Labor Code, and may only be terminated from employment due to just or authorized causes. Because respondent failed to show such cause,[49] the petitioners are deemed illegally dismissed and therefore entitled to back wages and reinstatement without loss of seniority rights and other privileges.[50]

On the claim for moral and exemplary damages, there is no basis to award the same. Moral and exemplary damages are recoverable only where the dismissal of an employee was attended by bad faith or fraud, or constituted an act oppressive to labor, or was done in a manner contrary to morals, good customs or public policy.[51] The person claiming moral damages must prove the existence of bad faith by clear and convincing evidence, for the law always presumes good faith.[52] Petitioners failed to prove bad faith, fraud or ill motive on the part of respondent.[53] Moral damages cannot be awarded. Without the award of moral damages, there can be no award of exemplary damages, nor attorney's fees.[54]

WHEREFORE, the present petition is GRANTED. The assailed Decision dated November 25, 2002 and Resolution dated April 15, 2003 of the Court of Appeals in CA-G.R. SP No. 68756 are REVERSED and SET ASIDE. Petitioners are declared regular employees of the respondent. Respondent is ordered to reinstate petitioners to their former positions with full backwages, inclusive of allowances, and to other benefits or their monetary equivalent, computed from the date of their termination up to the time of their actual reinstatement.

SO ORDERED.

Ynares-Santiago, (Chairperson), Corona, Nachura, and Reyes, JJ., concur.

* In lieu of Justice Minita V. Chico-Nazario, per Special Order No. 484 dated January 11, 2008.

** Spelled as “Rablora” in other parts of the rollo.

*** Spelled as “Reymundo” in other parts of the rollo.

**** The present petition impleaded the Court of Appeals as respondent. Pursuant to Section 4, Rule 45 of the Rules of Court, the name of the Court of Appeals is deleted from the title.

[1] Penned by Associate Justice Oswaldo D. Agcaoili (now retired) and concurred in by Associate Justices Eliezer R. De los Santos (now deceased) and Regalado E. Maambong, CA rollo, p. 348.

[2] *Id.* at 408.

[3] Including Jovito C. Estolonio, who was also a party-complainant in the NLRC and petitioner in the CA, but who no longer joined in the present petition.

[4] *Id.* at 42.

[5] *Id.* at 47.

[6] Id. at 59.

[7] Id. at 77.

[8] Id. at 83.

[9] Id. at 88-89.

[10] Id. at 92.

[11] Id. at 33.

[12] Id. at 100.

[13] Id. at 40.

[14] Id. at 2.

[15] Id. at 29.

[16] Namely: Eddie Pacquing, Roderick Centeno, Juanito M. Guerra, Louie Centeno, and Raymundo Andrade.

[17] Id. at 348.

[18] 392 Phil. 596 (2000).

[19] Id. at 357.

[20] Id. at 408.

[21] Id. at 420.

[22] *Iglesia ni Cristo v. Ponferrada*, G.R. No. 168943, October 27, 2006, 505 SCRA 828; *HLC Construction and Development Corporation v. Emily Homes Subdivision Homeowners Association*, G.R. No. 139360, September 23, 2003, 411 SCRA 504, 508; *Bank of the Philippine Islands v. Court of Appeals*, 450 Phil. 532, 540 (2003); *Cavile v. Heirs of Cavile*, 448 Phil. 302, 311 (2003); *Twin Towers Condominium Corporation v. Court of Appeals*, 446 Phil. 208, 298 (2003).

[23] *Solmayor v. Arroyo*, G.R. No. 153817, March 31, 2006, 486 SCRA 326, 341; *Cavile v. Heirs of Cavile*, *supra* note 22, at 311.

[24] *Cua v. Vargas*, G.R. No. 156536, October 31, 2006, 506 SCRA 374, 390; *Heirs of Dicman v. Cariño*, G.R. No. 146459, June 8, 2006, 490 SCRA 240, 261; *Heirs of Agapito T. Olarte v. Office of the President of the Philippines*, G.R. No. 165821, June 21, 2005, 460 SCRA 561, 566.

[25] *Cua v. Vargas*, *supra* note 24; *San Miguel Corporation v. Aballa*, G.R. No. 14911, June 28, 2005, 461 SCRA 392, 411, 412; *Espina v. Court of Appeals*, G.R. No. 164582, March 28, 2007, 519 SCRA 327, 344-345.

[26] *Supra* note 22.

[27] Id. at 509-510.

[28] *Supra* note 25.

[29] *Supra* note 25.

[30] Otherwise known as the “Anti-Graft and Corrupt Practices Act.”

[31] Valdecantos v. People, G.R. No. 148852, September 27, 2006, 503 SCRA 474, 481; Uy v. Land Bank of the Philippines, 391 Phil. 303, 312 (2000).

[32] Republic v. Lee Wai Lam, 139 Phil. 265, 269 (1969).

[33] Id.; Sy v. Habacon-Garayblas, Adm. Matter No. MTJ-93-860, December 21, 1993, 228 SCRA 644, 646; Republic v. Lee Wai Lam, supra note 32, at 269-270.

[34] Torres v. Specialized Packaging Development Corporation, G.R. No. 149634, July 6, 2004, 433 SCRA 455, 465; Robern Development Corporation v. Judge Quitain, 373 Phil. 773, 787 (1999).

[35] Article 221, as amended.

[36] Section 10. TECHNICAL RULES NOT BINDING. The rules of procedure and evidence prevailing in courts of law and equity shall not be controlling and the Commission shall use every and all reasonable means to ascertain the facts in each case speedily and objectively, without regard for technicalities of law or procedure, all in the interest of due process. (Emphasis supplied)

[37] Casimiro v. Stern Real Estate, Inc., G.R. No. 162233, March 10, 2006, 484 SCRA 463, 479; Mayon Hotel & Restaurant v. Adana, G.R. No. 157634, May 16, 2005, 458 SCRA 609, 628.

[38] Garcia v. Philippine Airlines, Inc., G.R. No. 160798, June 8, 2005, 459 SCRA 768, 780-781; EDI Staff Builders International, Inc. v. Magsino, 411 Phil. 730 (2001).

[39] Garcia v. Philippine Airlines, Inc., supra; Novelty Philippines, Inc. v. Court of Appeals, 458 Phil. 36 (2003).

[40] De Ysasi III v. National Labor Relations Commission, G.R. No. 104599, March 11, 1994, 231 SCRA 173.

[41] Sigaya v. Mayuga, G.R. No. 143254, August 18, 2005, 467 SCRA 341, 352; Centeno v. Spouses Viray, 440 Phil. 881, 887 (2002); Villarico v. Court of Appeals, 424 Phil. 26, 32 (2002).

[42] Heirs of Dicman v. Cariño, supra note 30; Bank of the Philippine Islands v. Sarmiento, G.R. No. 146021, March 10, 2006, 484 SCRA 261, 267-268; Almendrala v. Ngo, G.R. No. 142408, September 30, 2005, 471 SCRA 311, 322.

[43] Heirs of Dicman v. Cariño, supra note 30, at 261-262; Bank of the Philippine Islands v. Sarmiento, supra; Almendrala v. Ngo, supra.

[44] 451 Phil. 254 (2003).

[45] Id. at 203- 206.

[46] J.M. Tuason & Co., Inc. v. Mariano, No. L-33140, October 23, 1978, 85 SCRA 644, 647; Santiago and Flores v. Valenzuela and Pardo, 78 Phil. 397, 410. (1947)

[47] Pines City Educational Center v. National Labor Relations Commission, G.R. No. 96779, November 10, 1993, 227 SCRA 655, 665; Associated Sugar, Inc. v. Commissioner of Customs, No. L-30391, November 25, 1982, 118 SCRA 657, 663.

[48] Art. 279 - Security of Tenure — In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by this Title. An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.

[49] The LABOR CODE, Articles 282 to 284.

[50] The LABOR CODE, Article 279.

[51] *Acuña v. Court of Appeals*, G.R. No. 159832, May 5, 2006, 489 SCRA 658, 668; *Ford Philippines Inc. v. Court of Appeals*, 335 Phil. 1 (1997).

[52] *Acuña v. Court of Appeals*, *supra*; *Equitable Banking Corporation v. National Labor Relations Commission*, G.R. No. 102467, June 13, 1997, 273 SCRA 352, 379.

[53] *Acuña v. Court of Appeals*, *supra*; *Audion Electric Co., Inc. v. National Labor Relations Commission*, G.R. No. 106648, June 17, 1999, 308 SCRA 340, 355.

[54] *Acuña v. Court of Appeals*, *supra*; *Bernardo v. Court of Appeals*, 341 Phil. 413 (1997).

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