FERNANDO G. MANAYA, PETITIONER, VS. ALABANG COUNTRY CLUB INCORPORATED, RESPONDENT.

G.R. No. 168988. June 19, 2007

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This is a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure filed by Fernando G. Manaya (petitioner) assailing: (1) the Decision[1] of the Court of Appeals in CA-G.R. SP No. 75417, dated 9 May 2005, granting the Petition of Alabang Country Club Inc. (respondent) and setting aside the Resolutions dated 30 August 2002 and 30 October 2002 of the National Labor Relations Commission (NLRC); and (2) the Resolution[2] of the Court of Appeals dated 21 July 2005 denying petitioner's Motion for Reconsideration of its earlier Decision.

The assailed decision of the Court of Appeals reversed the Resolution of the NLRC dismissing the appeal of the respondent for failure to perfect its appeal within the statutory period. Instead, the Court of Appeals ordered the NLRC to give due course to the appeal of the respondent.

The antecedent facts are:

Petitioner alleged that on 21 August 1989, he was initially hired by the respondent as a maintenance helper[3] receiving a salary of P198.00 per day. He was later designated as company electrician. He continued to work for the respondent until 22 August 1998 when the latter, through its Engineering and Maintenance Department Manager, Engr. Ronnie B. de la Cruz, informed him that his services were no longer required by the company.[4] Petitioner alleged that he was forcibly and illegally dismissed without cause and without due process on 22 August 1998.[5] Hence, he filed a Complaint[6] before the Labor Arbiter. He claimed that he had not committed any infraction of company policies or rules and that he was not paid his service incentive leave pay, holiday pay and 13[th] month pay. He further asserted that with his more or less nine years of service with the respondent, he had become a regular employee. He, therefore, demanded his reinstatement without loss of seniority rights with full backwages and all monetary benefits due him.[7]

In its Answer, respondent denied that petitioner was its employee. It countered by saying that petitioner was employed by First Staffing Network Corporation (FSNC), with which respondent had an existing Memorandum of Agreement dated 21 August 1989. Thus, by virtue of a legitimate job contracting, petitioner, as an employee of FSNC, came to work with respondent, first, as a maintenance helper, and subsequently as an electrician. Respondent prayed for the dismissal of the complaint insisting that petitioner had no cause of action against it.

In a Decision, dated 20 November 2000, the Labor Arbiter held:

> WHEREFORE, premises considered, complainant Fernando G. Manaya is hereby found to be a regularemployee of respondent Alabang Country Club, Inc., as aforediscussed. His dismissal from the service having been effected without just and valid cause and without the due observance of due process is hereby declared illegal. Consequently, respondent Alabang Country Club, Inc. is hereby ordered to reinstate

> complainant to his former position without loss of seniority rights and other benefits appurtenant thereto with full backwages in the partial amount of P160,724.48 as computed by Ms. Ma. Concepcion Manliclic and duly noted by Ms. Ma. Elena L. Estadilla, OIC-CEU, NCR-South Sector which computation has been made part of the records.
>
> Furthermore, respondent Alabang Country Club, Inc. and First Staffing Network Corporation are hereby ordered to pay complainant, jointly and severally the following amounts by way of the following:
>
> - Service Incentive Leave 2,961.75
>
> - 13[th] Month Pay 15,401.10, and
>
> - Attorney's fees of ten (10%) percent of the total
>
> monetary award herein adjudged due him, within ten (10) days from receipt hereof.[8]

Respondent filed an Appeal with the NLRC which dismissed the same.[9] In a Resolution dated 30 August 2002, the NLRC held:

> PREMISES CONSIDERED, instant appeal from the Decision of November 20, 2000 is hereby DISMISSED for failure to perfect appeal within the statutory period of appeal. The Decision is now final and executory.[10]

The NLRC found that respondent's counsel of record Atty. Angelina A. Mailon of Monsod, Valencia and Associates received a copy of the Labor Arbiter's Decision on or before 11 December 2000 as shown by the postal stamp or registry return card.[11] Said counsel did not file a withdrawal of appearance. Instead, a Memorandum of Appeal[12] dated 26 December 2000 was filed by the respondent's new counsel, Atty. Arizala of Tierra and Associates Law Office. Reckoned from 11 December 2000, the date of receipt of the Decision by respondent's previous counsel, the filing of the Memorandum of Appeal by its new counsel on 26 December 2000 was clearly made beyond the reglementary period. The NLRC held that the failure to perfect an appeal within the statutory period is not only mandatory but jurisdictional. The appeal having been belatedly filed, the Decision of the Labor Arbiter had become final and executory.[13]

Respondent filed a Motion for Reconsideration,[14] which the NLRC denied in a Resolution dated 30 October 2002.[15] The NLRC held that the decision of the Labor Arbiter has become final and executory on 28 November 2002; thus, Entry of Judgment, dated 8 January 2003[16] was issued.

Respondent filed a Petition for Certiorari[17] under Rule 65 of the Rules of Court before the Court of Appeals. In a Decision dated 9 May 2005,[18] the Court of Appeals granted the petition and ordered the NLRC to give due course to respondent's appeal of the Labor Arbiter's Decision. Petitioner filed a Motion for Reconsideration which was denied by the Court of Appeals in a Resolution[19] dated 21 July 2005.

Not to be dissuaded, petitioner filed the instant petition before this Court.

The issue for resolution:

> WHETHER OR NOT THE COURT OF APPEALS COMMITTED AN ERROR WHEN IT ORDERED THE NLRC TO GIVE DUE COURSE TO THE APPEAL OF RESPONDENT ALABANG COUNTRY CLUB, INCORPORATED EVEN IF THE SAID APPEAL WAS FILED BEYOND THE REGLEMENTARY PERIOD OF TEN (10) DAYS FOR PERFECTING AN APPEAL.[20]

Essentially, the issue raised by the respondent before the NLRC in assailing the decision of the Labor Arbiter pertains to the finding of the Labor Arbiter that petitioner was a regular employee of the respondent.

In granting the petition, the Court of Appeals relied mainly on the case of Aguam v. Court of Appeals,[21] where

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this Court held that litigation must be decided on the merits and not on technicalities. The appellate court further justified the grant of respondent's petition by saying that the negligence of its counsel should not bind the respondent.[22]

The Court of Appeals gave credence to respondent's claim that its lawyer abandoned the case; hence, they were not effectively represented by a competent counsel. It further held that the respondent, upon its receipt of the Decision of the Labor Arbiter on 15 December 2000, filed its appeal on 26 December 2000 through a new lawyer. The appeal filed by respondent through its new lawyer on 26 December 2000 was well within the reglementary period, 25 December 2000 being a holiday.

It is axiomatic that when a client is represented by counsel, notice to counsel is notice to client. In the absence of a notice of withdrawal or substitution of counsel, the Court will rightly assume that the counsel of record continues to represent his client and receipt of notice by the former is the reckoning point of the reglementary period.[23] As heretofore adverted, the original counsel did not file any notice of withdrawal. Neither was there any intimation by respondent at that time that it was terminating the services of its counsel.

For negligence not to be binding on the client, the same must constitute gross negligence as to amount to a deprivation of property without due process.[24] This does not exist in the case at bar. Notice sent to counsel of record is binding upon the client and the neglect or failure of counsel to inform him of an adverse judgment resulting in the loss of his right to appeal is not a ground for setting aside a judgment, valid and regular on its face.[25]

Even more, it is respondent's duty as a client to be in touch with his counsel so as to be constantly posted about the case. It is mandated to inquire from its counsel about the status and progress of the case from time to time and cannot expect that all it has to do is sit back, relax and await the outcome of the case.[26]

On this score, we hold that the notice to respondent's counsel, Atty. Angelina A. Mailon on 11 December 2000 is the controlling date of the receipt of the decision.

We now come to the issue of whether or not the Court of Appeals properly gave due course to the petition of the respondent before it.

Of relevance is Section 1, Rule VI of the 2005 Revised Rules of the NLRC –

> Section 1. PERIODS OF APPEAL. – Decisions, resolutions or orders of the Labor Arbiter shall be final and executory unless appealed to the Commission by any or both parties within ten (10) calendar days from receipt thereof; and in case of decisions, resolutions or orders of the Regional Director of the Department of Labor and Employment pursuant to Article 129 of the Labor Code, within five (5) calendar days from receipt thereof. If the 10[th] or 5[th] day, as the case may be, falls on a Saturday, Sunday or holiday, the last day to perfect the appeal shall be the first working day following such Saturday, Sunday or holiday.
>
> No motion or request for extension of the period within which to perfect an appeal shall be allowed.

Remarkably, in highly exceptional instances, we have allowed the relaxing of the rules on the application of the reglementary periods of appeal.[27] Thus:

> In Ramos v. Bagasao, 96 SCRA 395, we excused the delay of four days in the filing of a notice of appeal because the questioned decision of the trial court was served upon appellant Ramos at a time when her counsel of record was already dead. Her new counsel could only file the appeal four days after the prescribed reglementary period was over. In Republic v. Court of Appeals, 83 SCRA 453, we allowed the perfection of an appeal by the Republic despite the delay of six days to prevent a gross miscarriage of justice since the Republic stood to lose hundreds of hectares of land already titled in its name and had since then been devoted for

> educational purposes. In Olacao v. National Labor Relations Commission, 177 SCRA 38, 41, we accepted a tardy appeal considering that the subject matter in issue had theretofore been judicially settled, with finality, in another case. The dismissal of the appeal would have had the effect of the appellant being ordered twice to make the same reparation to the appellee.[28]

We pronounced in those cases that technicality should not be allowed to stand in the way of equitably and completely resolving the rights and obligations of the parties.

In all these, the Court allowed liberal interpretation given the extraordinary circumstances that justify a deviation from an otherwise stringent rule.[29]

Clearly, emphasized in these cases is that the policy of liberal interpretation is qualified by the requirement that there must be exceptional circumstances to allow the relaxation of the rules.[30]

Absent exceptional circumstances, we adhere to the rule that certain procedural precepts must remain inviolable, like those setting the periods for perfecting an appeal or filing a petition for review, for it is doctrinally entrenched that the right to appeal is a statutory right and one who seeks to avail oneself of that right must comply with the statute or rules. The rules, particularly the requirements for perfecting an appeal within the reglementary period specified in the law, must be strictly followed as they are considered indispensable interdictions against needless delays and for orderly discharge of judicial business. Furthermore, the perfection of an appeal in the manner and within the period permitted by law is not only mandatory but also jurisdictional and the failure to perfect the appeal renders the judgment of the court final and executory. Just as a losing party has the right to file an appeal within the prescribed period, the winning party also has the correlative right to enjoy the finality of the resolution of his/her case.[31]

In this particular case, we adhere to the strict interpretation of the rule for the following reasons:

Firstly, in this case, entry of judgment had already been made[32] which rendered the Decision of the Labor Arbiter as final and executory.

Secondly, it is a basic and irrefragable rule that in carrying out and in interpreting the provisions of the Labor Code and its implementing regulations, the workingman's welfare should be the primordial and paramount consideration. The interpretation herein made gives meaning and substance to the liberal and compassionate spirit of the law enunciated in Article 4 of the Labor Code that "all doubts in the implementation and interpretation of the provisions of the Labor Code including its implementing rules and regulations shall be resolved in favor of labor."[33]

In the case of Bunagan v. Sentinel[34] we declared that:

> [T]hat the perfection of an appeal within the statutory or reglementary period is not only mandatory, but jurisdictional, and failure to do so renders the questioned decision final and executory and deprives the appellate court of jurisdiction to alter the final judgment, much less to entertain the appeal. The underlying purpose of this principle is to prevent needless delay, a circumstance which would allow the employer to wear out the efforts and meager resources of the worker to the point that the latter is constrained to settle for less than what is due him. This Court has declared that although the NLRC is not bound by the technical rules of procedure and is allowed to be liberal in the interpretation of the rules in deciding labor cases, such liberality should not be applied where it would render futile the very purpose for which the principle of liberality is adopted. The liberal interpretation stems from the mandate that the workingman's welfare should be the primordial and paramount consideration. We see no reason in this case to waive the rules on the perfection of appeal.[35]
>
> The Court is aware that the NLRC is not bound by the technical rules of procedure and is allowed to be liberal

> in the interpretation of rules in deciding labor cases. However, such liberality should not be applied in the instant case as it would render futile the very purpose for which the principle of liberality is adopted. The liberal interpretation in favor of labor stems from the mandate that the workingman's welfare should be the primordial and paramount consideration. x x x.[36] (Emphases supplied.)

Indeed, there is no room for liberality in the instant case "as it would render futile the very purpose for which the principle of liberality is adopted." As so rightfully enunciated, "the liberal interpretation in favor of labor stems from the mandate that the workingman's welfare should be the primordial and paramount consideration." This Court has repeatedly ruled that delay in the settlement of labor cases cannot be countenanced. Not only does it involve the survival of an employee and his loved ones who are dependent on him for food, shelter, clothing, medicine and education; it also wears down the meager resources of the workers to the point that, not infrequently, they either give up or compromise for less than what is due them.[37]

Without doubt, to allow the appeal of the respondent as what the Court of Appeals had done and remand the case to the NLRC would only result in delay to the detriment of the petitioner. In Narag v. National Labor Relations Commission,[38] citing Vir-Jen Shipping and Marine Services, Inc. v. National Labor Relations Commission,[39] we held that delay in most instances gives the employers more opportunity not only to prepare even ingenious defenses, what with well-paid talented lawyers they can afford, but even to wear out the efforts and meager resources of the workers, to the point that not infrequently the latter either give up or compromise for less than what is due them.[40]

Nothing is more settled in our jurisprudence than the rule that when the conflicting interest of loan and capital are weighed on the scales of social justice, the heavier influence of the latter must be counter-balanced by the sympathy and compassion the law must accord the under-privileged worker.[41]

Thirdly, respondent has not shown sufficient justification to reverse the findings of the Labor Arbiter as affirmed by the NLRC.

Pertinent provision of the Labor Code provides:

> ART. 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. Such appeal may be entertained only on any of the following grounds:
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> (a) If there is prima facie evidence of abuse of discretion on the part of the Labor Arbiter;
>
> (b) If the decision, order or award was secured through fraud or coercion, including graft an corruption;
>
> (c) If made purely on question of law; and
>
> (d) If serious errors in the finding of facts are raised which would cause grave or irreparable damage or injury to the appellant.

Under the above provision, to obtain a reversal of the decision of the Labor Arbiter, the respondent must be able to show in his appeal that any one of the above instances exists.

Respondent failed to show the existence of any of the above. A more than perfunctory reading of the Decision of the Labor Arbiter shows that the same is supported by the evidence on record.

> Respondent narrates that it had a contract of services, first, with Supreme Construction (Supreme). Supreme assigned petitioner to work with the respondent starting as a painter and moving on to perform electrical jobs. Respondent terminated its contract with Supreme and entered into another contract of services with another job-contracting agency, First Staffing Network Corporation. Petitioner continued to work for the respondent

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which claimed that the former was supplied by FNSC to it as part of its contract to supply the manpower requirements of the respondent. Petitioner is not the employee of the respondent. He was directly hired first by Supreme then later by FNSC and deployed to work with the respondent based on the contract of services between respondent and these job-contracting agencies. All these considered, respondent insists that petitioner is therefore not its employee.

We do not agree to this submission of the respondent. The Labor Arbiter concluded otherwise and this finds support from the evidence, thus:

[R]espondent was not able to convincingly disprove complainant's claims that at the outset, he was directly hired by it as a maintenance helper on 21 August 1989. Although said respondent alleges that complainant was hired by its job contractor, Supreme Construction, it failed to submit in evidence the Contract of Service it had entered into in order to establish the entry of complainant as deployed by said company for his duties at Alabang Country Club, Inc. pursuant to the said Agreement. It can therefore be readily presumed that said respondent did not produce the said document because the production of the same will readily prove complainant's assertion of having been hired long before said contractor Supreme Construction entered into the picture. We have noted complainant's admission of having been later coerced to sign up with said Supreme Construction by respondent Alabang Country Club, Inc. which he did as he was told in his fear of losing his job.

As shown by respondent Alabang Country Club, Inc.'s own evidence, it later terminated its contract of service or Memorandum of Agreement with Supreme Construction and entered into a new contract of service with respondent First Staffing Network Corporation effective on 16 June 1994. However by said respondent's own allegation, even with the absence of complainant's supposed direct employer Supreme Construction, he still remained in its employ until he signed up with respondent First Staffing Network Corporation on 11 February 1996. This indeed runs counter to the normal course of human experience such that when a contractor losses (sic) his contract of service he packs up along with all his employees, but in this case, complainant was not terminated from the service notwithstanding the expiration/termination of the contract of service of his alleged direct employer. Complainant remained working with respondent Alabang Country Club, Inc. despite the severance of the contractual relations between itself and Supreme Construction.

The initial Memorandum of Agreement entered into by respondents Alabang Country Club, Inc. and First Staffing Network Corporation was dated, 16 June 1994, and was apparently renewed thereafter providing under Article III – On Compensation thereof, the following, viz:
"3.01 For and in consideration of the performance by FIRST STAFFING of its obligations under this AGREEMENT, the CLIENT agrees to pay the former based on the schedule of billing rates which shall be specified in the Personnel Requisition Form signed by the CLIENT. The schedule of billing rates is as follows, to wit:

"BILLING RATES/HOUR PLUS 10% VALUE ADDED TAX

"Covered Pos.

A B C

Waiters Accounting Supervisor

Janitors Data Encoders

Bag Boy Gen. Clerks

Stewards Secretary

Cook Helpers Receptionist

Messengers Secretary

Cashier"

"xxx."

Nowhere, does complainant's position of electrician appear as covered in the said contract. Finally, suffice it for Us to stress that the said contract covers almost all of respondent's Alabang Country Club, Inc.'s workforce including those whose jobs or activities are directly related to said respondents' business, emphasizing in no uncertain terms that respondent First Staffing Network Corporation was not a truly bonafide job contractor, as it did not contract out specific service but merely supplied work personnel, a clear indication, that it was engaged in a "job – only" contracting which is prohibited by law.

Besides, the said respondent First Staffing Network Corporation failed to prove that it is a bonafide job contractor by showing that it had an adequate capital or investment in tools, equipments and machineries and premises for that matter, and so did respondent Alabang Country Club, Inc. fail to establish the same. For that matter, respondent First Staffing Network Corporation had waived its right to present any evidence in its favor in this case.

Obviously, herein respondent Alabang Country Club, Inc. actually resorted to contracting out all the positions for its workforce in violation of law in its desire to circumvent said employees' rights as regular employees under the law.[42]

The existence of an employer-employee relationship between petitioner and respondent is fortified by the fact that during his stint with the respondent, petitioner was given the opportunity to attend a seminar/training on refrigeration and air conditioning from 16 January 1995 to 18 February 1995.[43] A certificate of participation signed by three of respondent's officials was issued to the petitioner.

Equally significant is Article 106 of the Labor Code, as amended, which provides that legitimate job contracting is permitted, but labor-only contracting is prohibited. The said provision reads:

> Art. 106. Contractor or subcontractor. – Whenever an employer enters into a contract with another person for the performance of the former's work, the employees of the contractor and of the latter's subcontractor, if any, shall be paid in accordance with the provisions of this Code.
>
> In the event that the contractor or subcontractor fails to pay the wages of his employees in accordance with this Code, the employer shall be jointly and severally liable with his contractor or subcontractor to such employees to the extent of the work performed under the contract, in the same manner and extent that he is liable to employees directly employed by him.
>
> The Secretary of Labor may, by appropriate regulations, restrict or prohibit the contracting out of labor to protect the rights of workers established under the Code. In so prohibiting or restricting, he may make appropriate distinctions between labor – only contracting and job contracting as well as differentiations within these types of contracting and determine who among the parties involved shall be considered the employer for purposes of this Code, to prevent any violation or circumvention of any provision of this Code.
>
> There is "labor–only" contracting where the person supplying workers to an employer does not have substantial capital or investment in the form of tools, equipment, machineries, work premises, among others, and the workers recruited and placed by such person are performing activities which are directly related to the principal business of such employer. In such cases, the person or intermediary shall be considered merely as an agent of the employer who shall be responsible to the workers in the same manner and extent as if the latter were directly employed by him.

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> Rule VIII-A, Book III of the Omnibus Rules Implementing the Labor Code, as amended by Department Order No. 18, distinguishes between legitimate and labor – only contracting:
> Section 3. Trilateral Relationship in Contracting Arrangements. - In legitimate contracting, there exists a trilateral relationship under which there is a contract for a specific job, work or service between the principal and the contractor or subcontractor, and a contract of employment between the contractor and subcontractor and its workers. Hence, there are three parties involved in these arrangements, the principal which decides to farm out a job or service to a contractor or subcontractor, the contractor or subcontractor which has the capacity to independently undertake the performance of the job, work or service, and the contractual workers engaged by the contractor or subcontractor to accomplish the job, work or service.
>
> Section 5. Prohibition against labor–only contracting. – Labor-only contracting is hereby declared prohibited. For this purpose, labor – only contracting shall refer to an arrangement where the contractor or subcontractor merely recruits, supplies or places workers to perform a job, work or service for a principal, and any of the following elements are present:
> i) The contractor or subcontractor does not have substantial capital or investment which relates to the job, work or service to be performed and the employees recruited, supplied or placed by such contractor or subcontractor are performing activities which are directly related to the main business of the principal, or
>
> ii) The contractor does not exercise the right to control over the performance of the work of the contractual employee.

The foregoing provisions shall be without prejudice to the application of Article 248(c) of the Labor Code, as amended.

"Substantial capital or investment" refers to capital stocks and subscribed capitalization in the case of corporations, tools, equipments, implements, machineries and work premises, actually and directly used by the contractor or subcontractor in the performance or completion of the job, work or service contracted out.

The "right to control" shall refer to the right reserved to the person for whom the services of the contractual workers are performed, to determine not only the end to be achieved, but also the manner and means to be used in reaching that end.

The test to determine the existence of independent contractorship is whether one claiming to be an independent contractor has contracted to do the work according to his on methods and without being subject to the control of the employer, except only as to the results of the work.

In legitimate labor contracting, the law creates an employer-employee relationship for a limited purpose, i.e., to ensure that the employees are paid their wages. The principal employer becomes jointly and severally liable with the job contractor, only for the payment of the employees' wages whenever the contractor fails to pay the same. Other than that, the principal employer is not responsible for any claim made by the employees. [44]

Despite respondent's disavowal of the existence of the employer-employee relationship between it and petitioner and its insistence that petitioner is an employee first, of Supreme and subsequently, of FSNC, the totality of the facts and surrounding circumstances of the case convey otherwise.

On this point, the law is clear-cut. In labor–only contracting, the statute creates an employer–employee relationship for a comprehensive purpose: to prevent a circumvention of labor laws. The contractor is considered merely an agent of the principal employer and the latter is responsible to the employees of the labor–only contractor as if such employees had been directly employed by the principal employer.

The Labor Code and its implementing rules empower the Labor Arbiter to be the trier of facts in labor cases. Much reliance is placed on findings of facts of the Arbiter having had the opportunity to talk to and discuss with

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the parties and their witnesses the factual matters of the case during the conciliation phase.[45] We, thus, give full credence to the findings of facts of the labor arbiter.

WHEREFORE, premises considered, the Petition is GRANTED. The Decision of the Court of Appeals dated 9 May 2005 and its Resolution dated 21 July 2005 is REVERSED. The Decision of the Labor Arbiter dated 20 November 2000 is REINSTATED. Let the records of the above-entitled case be remanded to the Labor Arbiter for immediate execution of the Decision. No costs.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, and Nachura, JJ., concur.

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[1] Penned by then Presiding Justice Romeo A. Brawner with Associate Justices Edgardo P. Cruz and Jose C. Mendoza, concurring; rollo, pp. 12-22.

[2] Id. at 24.

[3] Id. at 122 .

[4] Id. at 56-57.

[5] Id. at 69.

[6] Records, p. 2; docketed as NLRC-NCR Case No. 00-08-06937-98.

[7] Decision of the Labor Arbiter, pp. 2-3; rollo, pp. 116-117.

[8] Id. at 126-127.

[9] Docketed as NLRC-NCR CA Case No. 027183-01.

[10] Records, p. 561.

[11] Id. at 144.

[12] Id. at 146.

[13] Rollo, p. 262.

[14] Records, p. 619.

[15] Id. at 637.

[16] Id. at 644.

[17] Docketed as CA-G.R. SP No. 75417.

[18] Rollo, p. 12.

[19] Id. at 67.

[20] Id. at 622.

[21] 388 Phil. 587, 593-594 (2000).

[22] Rollo, p. 55.

[23] Rams Studio and Photographic Equipment, Inc. v. Court of Appeals, G.R. No.134888, 1 December 2000, 346 SCRA 691, 696-697.

[24] De la Cruz v. Sison, G.R. No. 142464, 26 September 2005, 471 SCRA 35, 42-43; Juani v. Alarcon, G.R. No. 166849, 5 September 2006, 501 SCRA 135, 154.

[25] Mercury Drug Corp. v. Court of Appeals, 390 Phil. 902, 913-914 (2000).

[26] GCP-Manny Transport Services, Inc. v. Principe, G.R. No. 141484, 11 November 2005, 474 SCRA 555, 563-564.

[27] Bank of America, NT and SA v. Gerochi, Jr., G.R. No. 73210, 10 February 1994, 230 SCRA 9, 15.

[28] Id.

[29] Id. at 15-16.

[30] Republic v. Court of Appeals, 379 Phil. 92, 98 (2000).

[31] Videogram Regulatory Board v. Court of Appeals, 332 Phil. 820, 828 (1996).

[32] Rollo, p. 326. Annex "P."

[33] Salinas, Jr. v. National Labor Relations Commission, 377 Phil. 55, 65-66 (1999); See also Philippine Long Distance Telecommunications v. National Labor Relations Commission, 341 Phil. 809, 816 (1997).

[34] G.R. No. 144376, 13 September 2006, 501 SCRA 650, 657; Santos v. Velarde, 450 Phil. 381, 389-390 (2003).

[35] Id. at 657-658.

[36] Santos v. Velarde, supra note 34 at 390-391.

[37] Id. at 391.

[38] G.R. No. L-69628, 28 October 1987, 155 SCRA 199, 206.

[39] 200 Phil. 735, 749 (1982).

[40] Favila v. National Labor Relations Commission, 367 Phil. 584, 592-593 (1999).

[41] Eastern Shipping Lines, Inc. v. Philippine Overseas Employment Administration, G.R. No. 76633, 18 October 1988, 166 SCRA 533, 547, cited in City Fair Corporation v. National Labor Relations Commission, 313 Phil. 464, 470.

[42] Id. at 122-125.

[43] Id. at 32.

[44] DOLE Philippines, Inc. v. Esteva, G.R. No. 161115, 30 November 2006; San Miguel Corporation v. Aballa, G.R. No. 149011, 28 June 2005, 461 SCRA 392, 419-422.

[45] Salazar v. Phil. Duplicators, Inc., G.R. No. 154628, 6 December 2006, p. 16.

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