

**RANDY ALMEDA, EDWIN M. AUDENCIAL, NOLIE D. RAMIREZ,
ERNESTO M. CALICAGAN AND REYNALDO M. CALICAGAN,
PETITIONERS, VS. ASAHI GLASS PHILIPPINES, INC., RESPONDENT.**

G.R. No. 177785. September 03, 2008

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

Before this Court is a Petition for Review on Certiorari under Rule 45 of the Revised Rules of Court, filed by petitioners Randy Almeda, Edwin Audencial, Nolie Ramirez, Ernesto Calicagan and Reynaldo Calicagan, seeking to reverse and set aside the Decision[1] dated 10 November 2006 and the Resolution[2] dated 27 April 2007 of the Court of Appeals in CA-G.R. SP No. 93291. The appellate court reversed and set aside the Decision dated 29 June 2005 and Resolution dated 24 November 2005 of the National Labor Relations Commission (NLRC) in NLRC NCR CA No. 039768-04 finding respondent Asahi Glass Philippines, Inc. jointly and severally liable with San Sebastian Allied Services, Inc. (SSASI) for illegal dismissal, and ordering both respondent and SSASI to reinstate petitioners to their former positions and to pay their backwages from 2 December 2002 up to the date of their actual reinstatement. Instead, the Court of Appeals reinstated the Decision dated 18 February 2004 of the Labor Arbiter dismissing petitioners' complaint for illegal dismissal against respondent and SSASI, but ordering the payment of separation benefits to petitioners.

The present Petition arose from a complaint for illegal dismissal with claims for moral and exemplary damages and attorney's fees filed by petitioners against respondent and SSASI.

In their Complaint[3] filed before the Labor Arbiter, petitioners alleged that respondent (a domestic corporation engaged in the business of glass manufacturing) and SSASI (a labor-only contractor) entered into a service contract on 5 March 2002 whereby the latter undertook to provide the former with the necessary manpower for its operations. Pursuant to such a contract, SSASI employed petitioners Randy Almeda, Edwin Audencial, Nolie Ramirez and Ernesto Calicagan as glass cutters, and petitioner Reynaldo Calicagan as Quality Controller,[4] all assigned to work for respondent. Petitioners worked for respondent for periods ranging from three to 11 years.[5] On 1 December 2002, respondent terminated its service contract with SSASI, which in turn, terminated the employment of petitioners on the same date. Believing that SSASI was a labor-only contractor, and having continuously worked as glass cutters and quality controllers for the respondent - functions which are directly related to its main line of business as glass manufacturer - for three to 11 years, petitioners asserted that they should be considered regular employees of the respondent; and that their dismissal from employment without the benefit of due process of law was unlawful. In support of their complaint, petitioners submitted a copy of their work schedule to show that they were under the direct control of the respondent which dictated the time and manner of performing their jobs.

Respondent, on the other hand, refuted petitioners' allegations that they were its regular employees. Instead, respondent claimed that petitioners were employees of SSASI and were merely assigned by SSASI to work for

respondent to perform intermittent services pursuant to an Accreditation Agreement, dated 5 March 2002, the validity of which was never assailed by the petitioners. Respondent contested petitioners' contention that they were performing functions that were directly related to respondent's main business since petitioners were simply tasked to do mirror cutting, an activity occasionally performed upon a customer's order. Respondent likewise denied exercising control over petitioners and asserted that such was wielded by SSASI. Finally, respondent maintained that SSASI was engaged in legitimate job contracting and was licensed by the Department of Labor and Employment (DOLE) to engage in such activity as shown in its Certificate of Registration.[6] Respondent presented before the Labor Arbiter copies of the Opinion dated 18 February 2003 of DOLE Secretary Patricia Sto. Tomas authorizing respondent to contract out certain activities not necessary or desirable to the business of the company; and the Opinion dated 10 July 2003 of DOLE Bureau of Labor Relations (DOLE-BLR) Director Hans Leo Caddac allowing respondent to contract out even services that were not directly related to its main line of business.

SSASI, for its part, claimed that it was a duly registered independent contractor as evidenced by the Certificate of Registration issued by the DOLE on 3 January 2003. SSASI averred that it was the one who hired petitioners and assigned them to work for respondent on occasions that the latter's work force could not meet the demands of its customers. Eventually, however, respondent ceased to give job orders to SSASI, constraining the latter to terminate petitioners' employment.

On 18 February 2004, the Labor Arbiter promulgated his Decision[7] finding that respondent submitted overwhelming documentary evidence to refute the bare allegations of the petitioners and accordingly dismissing the complaint for lack of merit. However, he also ordered the payment of separation benefits to petitioners. The Labor Arbiter thus decreed:

WHEREFORE, premises considered, judgment is hereby rendered declaring that the instant case should be, as it is hereby DISMISSED for lack of merit. However, the respondent San Sebastian Allied Services, Inc. is hereby ordered to pay the [herein petitioners] Edwin M. Audencial, Reynaldo Calicagan, Randy Almeda, Nolie D. Ramirez and Ernesto Calicagan their respective separation benefits in the following specified amounts:

(1)

Edwin Audencial

P 41,327.00

(2)

Reynaldo M. Calicagan

15,860.00

(3)

Randy V. Almeda

45,084.00

(4)

Nolie Ramirez

15,028.00

(5)

Ernesto Calicagan

22,542.00

All other claims are dismissed.

On appeal, the NLRC reversed the afore-quoted Decision of the Labor Arbiter, giving more evidentiary weight to petitioners' testimonies. It appeared to the NLRC that SSASI was engaged in labor-only contracting since it did not have substantial capital and investment in the form of tools, equipment and machineries. The petitioners were recruited and assigned by SSASI to respondent as glass cutters, positions which were directly related to respondent's principal business of glass manufacturing. In light of the factual circumstances of the case, the NLRC declared that petitioners were employees of respondent and not of SSASI. Hence, the NLRC ruled in its Decision[8] dated 29 June 2005:

WHEREFORE, the decision appealed from is hereby VACATED and SET ASIDE. [Herein respondent] and [SSASI] are hereby ordered to: (1) reinstate the [herein petitioners] to their former position as glass cutters; and (2) pay [petitioners'] full backwages from December 2, 2002 up to the date of their actual reinstatement. The liability of [respondent] and [SSASI] for [petitioners'] backwages is further declared to be joint and several.

Only respondent moved for the reconsideration of the foregoing NLRC Decision. Respondent prayed that the NLRC vacate its previous finding that SSASI was a labor-only contractor and that it was guilty of the illegal dismissal of petitioners. In a Resolution[9] dated 24 November 2005, the NLRC denied the Motion for Reconsideration of respondent for lack of compelling justification to modify, alter or reverse its earlier Decision.

This prompted respondent to elevate its case to the Court of Appeals by the filing of a Petition for Certiorari with Application for the Issuance of Temporary Restraining Order (TRO),[10] alleging that the NLRC abused its discretion in ignoring the established facts and legal principles fully substantiated by the documentary evidence on record and legal opinions of labor officials, and in giving more credence to the empty allegations advanced by petitioners.

To prevent the execution of the Decision dated 25 June 2005 and Resolution dated 24 November 2005 of the NLRC, respondent included in its Petition a prayer for the issuance of a TRO, which it reiterated in a motion filed on 29 August 2006. Acting on respondent's motion, the Court of Appeals issued a TRO on 11 September 2006 enjoining the NLRC from enforcing its 25 June 2005 Decision and 24 November 2005 Resolution.[11]

On 10 November 2006, the Court of Appeals rendered a Decision granting respondent's Petition for Certiorari and reversing the NLRC Decision dated 25 June 2005. The appellate court found merit in respondent's argument that the NLRC gravely abused its discretion in not finding that there was a legitimate job contracting between respondent and SSASI. SSASI is a legitimate job contractor as proven by its Certificate of Registration issued by the DOLE. Respondent entered into a valid service contract with SSASI, by virtue of which petitioners were assigned by SSASI to work for respondent. The service contract itself, which was duly approved by the DOLE, defined the relationship between SSASI and petitioners as one of employer-employees. It was SSASI which exercised the power of control over petitioners. Petitioners were merely allowed to work at respondent's premises for reasons of efficiency. Moreover, it was SSASI, not respondent, who terminated petitioners' services. The fallo of the Decision of the Court of Appeals state:

WHEREFORE, premises considered, the petition is GRANTED and [NLRC's] assailed 29 June 2005 Decision is, accordingly, REVERSED and SET ASIDE. In lieu thereof, the 18 February 2004 Decision rendered in the case by Labor Arbiter Francisco A. Robles is REINSTATED.[12]

The Court of Appeals denied petitioners' Motion for Reconsideration in a Resolution dated 27 April 2007.

Hence, petitioners come before this Court via the instant Petition for Review on Certiorari assailing the 10 November 2006 Decision and 27 April 2007 Resolution of the Court of Appeals based on the following assignment of errors:

I.

THE COURT OF APPEALS COMMITTED AN ERROR OF LAW IN REVERSING THE FINDING OF THE NLRC THAT RESPONDENT COMPANY IS ENGAGED IN LABOR-ONLY CONTRACTING.

II.

THE COURT OF APPEALS COMMITTED AN ERROR OF LAW IN REVERSING THE RULING OF THE NLRC THAT SAN SEBASTIAN ALLIED SERVICES, INC. IS MERELY RESPONDENT'S AGENT AND RESPONDENT IS PETITIONERS' REAL EMPLOYER.

III.

THE COURT OF APPEALS COMMITTED AN ERROR IN DISMISSING PETITIONERS' COMPLAINT FOR ILLEGAL DISMISSAL.

It is apparent to this Court that the judicious resolution of the Petition at bar hinges on two elemental issues: (1) whether petitioners were employees of respondent; and (2) if they were, whether they were illegally dismissed.

Respondent adamantly insists that petitioners were not its employees but those of SSASI, a legitimate job contractor duly licensed by the DOLE to undertake job contracting activities. The job performed by petitioners were not directly related to respondent's primary venture as flat glass manufacturer, for they were assigned to the mirroring line to perform glass cutting on occasions when the employees of respondent could not comply with the market's intermittent increased demand. And even if petitioners were working at respondent's premises, it was SSASI which effectively supervised the manner and method petitioners performed their jobs, except as to the result thereof.

The Court would only be able to deem petitioners as employees of respondent if it is established that SSASI was a labor-only contractor, and not a legitimate job contractor or subcontractor.

Permissible job contracting or subcontracting refers to an arrangement whereby a principal agrees to put out or farm out to a contractor or subcontractor the performance or completion of a specific job, work or service within a definite or predetermined period, regardless of whether such job, work or service is to be performed or completed within or outside the premises of the principal.^[13] A person is considered engaged in legitimate job contracting or subcontracting if the following conditions concur:

(a) The contractor or subcontractor carries on a distinct and independent business and undertakes to perform the job, work or service on its own account and under its own responsibility according to its own manner and method, and free from the control and direction of the principal in all matters connected with the performance of the work except as to the results thereof;

(b) The contractor or subcontractor has substantial capital or investment; and

(c) The agreement between the principal and contractor or subcontractor assures the contractual employees entitlement to all labor and occupational safety and health standards, free exercise of the right to self-organization, security of tenure, and social and welfare benefits.^[14]

On the other hand, labor-only contracting, a prohibited act, is an arrangement in which the contractor or

subcontractor merely recruits, supplies or places workers to perform a job, work or service for a principal.[15] In labor-only contracting, the following elements are present:

- (a) The contractor or subcontractor does not have substantial capital or investment to actually perform the job, work or service under its own account and responsibility;
- (b) 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.[16]

In labor-only contracting, the statutes create an employer-employee relationship for a comprehensive purpose: to prevent circumvention of labor laws. The contractor is considered as merely the agent of the principal employer and the latter is responsible to the employees of the labor-only contractor as if such employees are directly employed by the principal employer.[17] Therefore, if SSASI was a labor-only contractor, then respondent shall be considered as the employer of petitioners who must bear the liability for the dismissal of the latter, if any.

An important element of legitimate job contracting is that the contractor has substantial capital or investment, which respondent failed to prove. There is a dearth of evidence to prove that SSASI possessed substantial capital or investment when respondent began contractual relations with it more than a decade before 2003. Respondent's bare allegations, without supporting proof that SSASI had substantial capital or investment, do not sway this Court. The Court did not find a single financial statement or record to attest to the economic status and financial capacity of SSASI to venture into and sustain its own business independent from petitioner.

Furthermore, the Court is unconvinced by respondent's argument that petitioners were performing jobs that were not directly related to respondent's main line of business. Respondent is engaged in glass manufacturing. One of the petitioners served as a quality controller, while the rest were glass cutters. The only excuse offered by respondent - that petitioners' services were required only when there was an increase in the market's demand with which respondent could not cope - only prove even more that the services rendered by petitioners were indeed part of the main business of respondent. It would mean that petitioners supplemented the regular workforce when the latter could not comply with the market's demand; necessarily, therefore, petitioners performed the same functions as the regular workforce. Even respondent's claim that petitioners' services were required only intermittently, depending on the market, deserves scant credit. The indispensability of petitioners' services was fortified by the length and continuity of their performance, lasting for periods ranging from three to 11 years.

More importantly, the Court finds that the crucial element of control over petitioners rested in respondent. The power of control refers to the authority of the employer to control the employee not only with regard to the result of work to be done, but also to the means and methods by which the work is to be accomplished. It should be borne in mind that the power of control refers merely to the existence of the power and not to the actual exercise thereof. It is not essential for the employer to actually supervise the performance of duties of the employee; it is enough that the former has a right to wield the power.[18]

In the instant case, petitioners worked at the respondent's premises, and nowhere else. Petitioners followed the work schedule prepared by respondent. They were required to observe all rules and regulations of the respondent pertaining to, among other things, the quality of job performance, regularity of job output, and the manner and method of accomplishing the jobs. Obscurity hounds respondent's argument that even if petitioners were working under its roof, it was still SSASI which exercised control over the manner in which they accomplished their work. There was no showing that it was SSASI who established petitioners' working procedure and methods, or who supervised petitioners in their work, or who evaluated the same. Other than being the one who hired petitioners, there was absolute lack of evidence that SSASI exercised control over them or their work.

The fact that it was SSASI which dismissed petitioners from employment is irrelevant. It is hardly proof of

control, since it was demonstrated only at the end of petitioners' employment. What is more, the dismissal of petitioners by SSASI was a mere result of the termination by respondent of its contractual relations with SSASI.

Despite respondent's disavowal of the existence of an employer-employee relationship between it and petitioners and its unyielding insistence that petitioners were employees of SSASI, the totality of the facts and the surrounding circumstances of the case convey otherwise. SSASI is a labor-only contractor; hence, it is considered as the agent of respondent. Respondent is deemed by law as the employer of petitioners. Surely, respondent cannot expect this Court to sustain its stance and accord full evidentiary weight to the documentary evidence belatedly procured in its vain attempt to evade liability as petitioners' employer.

The Certificate of Registration presented by respondent to buttress its position that SSASI is a duly registered job contractor is of little significance, considering that it were issued only on 3 January 2003. There is no further proof that prior to said date, SSASI had already registered with and had been recognized by the DOLE as a job contractor.

Verily, the Certificate of Registration of SSASI, instead of supporting respondent's case, only served to raise more doubts. The timing of the registration of SSASI is highly suspicious. It is important to note that SSASI was already providing respondent with workers, including petitioners, long before SSASI was registered with the DOLE as a job contractor. Some of the petitioners were hired by SSASI and made to work for respondent for 11 years. Petitioners were also dismissed from service only a month prior to the issuance of the Certificate of Registration of SSASI. Neither respondent nor SSASI exerted any effort to explain the reason for the belated registration with the DOLE by SSASI as a purported job contractor. It may be safely discerned from the surrounding circumstances that the Certificate of Registration of SSASI was merely secured in order to blanket the previous relations between SSASI and respondent with legality.

Moreover, the Certificate of Registration issued by the DOLE recognized that SSASI was a legitimate job contractor only as of the date of its issuance, 3 January 2003. There is no basis whatsoever to give the said Certificate any retroactive effect. The Certificate can only be used as reference by persons who would consider the services offered by SSASI subsequent to its issuance. Respondent, who entered into contractual relations with SSASI way before the said Certificate, cannot claim that it relied thereon.

Hence, the status of SSASI as a job contractor previous to its registration with the DOLE on 3 January 2003 is still refutable. It can only be determined upon an evaluation of its activities as contractor prior to the issuance of its Certificate of Registration.

For the same reasons, this Court cannot give much weight to the Opinions dated 18 February 2003 and 10 July 2003 of DOLE Secretary Sto. Tomas and DOLE-BLR Director Cacdac, respectively, allowing respondent to contract out certain services. The said Opinions were noticeably issued only after the hiring and termination of petitioners. And, although the Opinions allow respondent to contract out certain services, they do not necessarily prove that the services respondent contracted to SSASI were actually among those it was allowed to contract out; or that SSASI was a legitimate job contractor, thus, relieving respondent of any liability for the dismissal of petitioners by SSASI.

Equally unavailing is respondent's stance that its relationship with petitioners should be governed by the Accreditation Agreement stipulating that petitioners were to remain employees of SSASI and shall not become regular employees of the respondent. To permit respondent to disguise the true nature of its transactions with SSASI by the terms of its contract, for the purpose of evading its liabilities under the law, would seriously impair the administration of justice. A party cannot dictate, by the mere expedient of a unilateral declaration in a contract, the character of its business, i.e., whether as labor-only contractor or as job contractor, it being crucial

that its character be measured in terms of and determined by the criteria set by statute.[19]

Having established that respondent was petitioners' employer, the Court now proceeds to determining whether petitioners were dismissed in accordance with law.

Article 280 of the Labor Code, as amended, reads -

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 its 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.

This Court expounded on the afore-quoted provision, thus -

The primary standard, therefore, of determining a regular employment is the reasonable connection between the particular activity performed by the employee in relation to the usual business or trade of the employer. x x x The connection can be determined by considering the nature of the work performed and its relation to the scheme of the particular business or trade in its entirety. Also, if the employee has been performing the job for at least one year, even if the performance is not continuous or merely intermittent, the law deems the repeated and continuing need for its performance as sufficient evidence of the necessity if not indispensability of that activity to the business. Hence, the employment is also considered regular, but only with respect to such activity and while such activity exists.[20]

In the instant Petition, the Court has already declared that petitioners' employment as quality controllers and glass cutters are directly related to the usual business or trade of respondent as a glass manufacturer. Respondent would have wanted this Court to believe that petitioners' employment was dependent on the increased market demand. However, bearing in mind that petitioners have worked for respondent for not less than three years and as much as 11 years, which respondent did not refute, then petitioners' continued employment clearly demonstrates its continuing necessity and indispensability to the business of respondent, raising their employment to regular status. Thus, having gained regular status, petitioners were entitled to security of tenure and could only be dismissed on just or authorized causes and after they had been accorded due process.[21]

As petitioners' employer, respondent has the burden of proving that the dismissal was for a cause allowed under the law, and that they were afforded procedural due process.[22] However, respondent failed to discharge this burden with substantial evidence as it noticeably narrowed its defense to the denial of any employer-employee relationship between it and petitioners.

The sole reason given for the dismissal of petitioners by SSASI was the termination of its service contract with respondent. But since SSASI was a labor-only contractor, and petitioners were to be deemed the employees of respondent, then the said reason would not constitute a just or authorized cause[23] for petitioners' dismissal. It would then appear that petitioners were summarily dismissed based on the afore-cited reason, without compliance with the procedural due process for notice and hearing.

Herein petitioners, having been unjustly dismissed from work, are entitled to reinstatement without loss of

seniority rights and other privileges and to full back wages, inclusive of allowances, and to other benefits or their monetary equivalents computed from the time compensation was withheld up to the time of actual reinstatement.[24] Their earnings elsewhere during the periods of their illegal dismissal shall not be deducted therefrom.[25]

WHEREFORE, premises considered, the instant Petition is GRANTED. The Decision dated 10 November 2006 and Resolution dated 27 April 2007 of the Court of Appeals in CA-G.R. SP No. 93291 are REVERSED and SET ASIDE. The Decision dated 29 June 2005 of the National Labor Relations Commission in NLRC-NCR CA No. 039768-04 is thereby REINSTATED. Let the records of this case be remanded to the Computation and Examination Unit of the NLRC for the proper computation of subject money claims as above-discussed. No costs.

SO ORDERED.

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

[1] Penned by Associate Justice Rebecca De Guia-Salvador with Associate Justices Magdangal M. De Leon and Ramon C. Garcia, concurring. Rollo, pp. 30-46.

[2] Rollo, p. 47.

[3] Filed on 9 December 2002 at the Labor Arbiter.

[4] There is nothing in the record that would show the exact date when the petitioners started working with the respondent.

[5] Petitioners Edwin Audencial and Randy Almeda worked for respondent for 11 years; petitioner Ernesto Calicagan for five years; and petitioners Reynaldo Calicagan and Ernesto Ramirez for three years. (Rollo, p. 171.)

[6] CA rollo, p. 353.

[7] Rollo, pp. 120-139.

[8] Id. at 168-173.

[9] Id. at 192-194.

[10] Id. at 295-328.

[11] The records do not show that respondent posted a bond before the TRO was issued by the Court of Appeals.

[12] Rollo, p. 45.

[13] Section 4(d), Rule VIII-A, Book III of the Omnibus Rules Implementing the Labor Code.

[14] Id.

[15] 16 Section 4(d), Rule VIII-A, Book III of the Omnibus Rules Implementing the Labor Code.

[16] Id.

[17] *Manaya v. Alabang Country Club, Inc.*, G.R. No. 168988, 19 June 2007, 525 SCRA 140, 159.

[18] Id.

[19] *San Miguel Corporation v. Aballa*, G.R. No. 149011, 28 June 2005, 461 SCRA 392, 423.

[20] De Leon v. National Labor Relations Commission, G.R. No. 70705, 21 August 1989, 176 SCRA 615, 621.

[21] DOLE Philippines v. Esteva, G.R. No. 161115, 30 November 2006, 509 SCRA 332, 381.

[22] Solidbank Corporation (now Metrobank) v. Court of Appeals, 456 Phil. 879, 886 (2003).

[23] 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;

(b) Gross and habitual neglect by the employee of his duties;

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

(d) Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representative; and

(e) Other causes analogous to the foregoing.

Art. 283. Closure of establishment and reduction of personnel. - The employer may also terminate the employment of any employee due to the installation of labor-saving devices, redundancy, retrenchment to prevent losses or the closing or cessation of operation of the establishment or undertaking unless the closing is for the purpose of circumventing the provisions of this title, by serving a written notice on the workers and the Department of Labor and Employment at least one (1) month before the intended date thereof. In case of termination due to the installation of labor-saving devices or redundancy, the worker affected thereby shall be entitled to a separation pay equivalent to at least his one (1) month pay or to at least one (1) month pay for every year of service, whichever is higher. In case of retrenchment to prevent losses and in cases of closures or cessation of operations of the establishment or undertaking not due to serious business losses or financial reverses, the separation pay shall be equivalent to one (1) month pay or at least one-half (1/2) month pay for every year of service, whichever is higher. A fraction of at least six (6) months shall be considered one (1) whole year.

Art. 284. Disease as ground for termination. - An employer may terminate the services of an employee who has been found to be suffering from any disease and whose continued employment is prohibited by law or is prejudicial to his health as well as to the health of his co-employees: Provided, That he is paid separation pay equivalent to at least one (1) month salary or to one-half (1/2) month salary for every year of service, whichever is greater, a fraction of at least six months being considered as one (1) whole year.

[24] Article 279, Labor Code of the Philippines.

[25] Bustamante v. National Labor Relations Commission, 332 Phil. 833, 842-843 (1996).

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