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NORMA G. DEL VALLE, MACARIO G. MARASIGAN, LANIE MARIA B.
PASANA, NILO M. DE CASTRO, ANGELITO M. BALITAAN, CESAR L.
RIC...**

G.R. No. 182331. April 18, 2012

Ponente: REYES, J.

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REYES, J.:

Nature of the Case

Before this Court is a Petition for Review on Certiorari under Rule 45 of the Rules of Court wherein the petitioners assail the Resolutions dated November 7, 2007[1] and March 26, 2008,[2] respectively, of the Court of Appeals (CA) in CA-G.R. SP No. 101065.

Antecedent Facts

The petitioners were regular employees of the Philippine Banking Corporation (Philbank), each with at least ten years of service in the company.[3] Pursuant to its Memorandum dated August 28, 1970, Philbank established a Gratuity Pay Plan (Old Plan) for its employees. The Old Plan provided:

1. Any employee who has reached the compulsory retirement age of 60 years, or who wishes to retire or resign prior to the attainment of such age or who is separated from service by reason of death, sickness or other causes beyond his/her control shall for himself or thru his/her heirs file with the personnel office an application for the payment of benefits under the plan[.][4]

Section 1 laid down the benefits to which the employee would be entitled, to wit:

Section 1

Benefits

1.1 The gratuity pay of an employee shall be an amount equivalent to one-month salary for every year of credited service, computed on the basis of last salary received.

1.2 An employee with credited service of 10 years or more, shall be entitled to and paid the full amount of the gratuity pay, but in no case shall the gratuity pay exceed the equivalent of 24 months, or two years, salary.[5]

On March 8, 1991, Philbank implemented a new Gratuity Pay Plan (New Gratuity Plan).[6] In particular, the New Gratuity Plan stated thus:

- x x x An Employee who is involuntarily separated from the service by reason of death, sickness or physical disability, or for any authorized cause under the law such as redundancy, or other causes not due to his own fault, misconduct or voluntary resignation, shall be entitled to either one hundred percent (100%) of his accrued gratuity benefit or the actual benefit due him under the Plan, whichever is greater.[7]

In February 2000, Philbank merged with Global Business Bank, Inc. (Globalbank), with the former as the surviving corporation and the latter as the absorbed corporation, but the bank operated under the name Global Business Bank, Inc. As a result of the merger, complainants' respective positions became redundant. A Special Separation Program (SSP) was implemented and the petitioners were granted a separation package equivalent to one and a half month's pay (or 150% of one month's salary) for every year of service based on their current salary. Before the petitioners could avail of this program, they were required to sign two documents, namely, an Acceptance Letter and a Release, Waiver, Quitclaim (quitclaim).[8]

As their positions were included in the redundancy declaration, the petitioners availed of the SSP, signed acceptance letters and executed quitclaims in Globalbank's favor[9] in consideration of their receipt of separation pay equivalent to 150% of their monthly salaries for every year of service.

In August 2002, respondent Metropolitan Bank and Trust Company (Metrobank) acquired the assets and liabilities of Globalbank through a Deed of Assignment of Assets and Assumption of Liabilities.[10]

Subsequently, the petitioners filed separate complaints for non-payment of separation pay with prayer for damages and attorney's fees before the National Labor Relations Commission (NLRC).[11]

The petitioners asserted that, under the Old Plan, they were entitled to an additional 50% of their gratuity pay on top of 150% of one month's salary for every year of service they had already received. They insisted that 100% of the 150% rightfully belongs to them as their separation pay. Thus, the remaining 50% was only half of the gratuity pay that they are entitled to under the Old Plan. They argued that even if the New Gratuity Plan were to be followed, the computation would be the same, since Section 10.1 of the New Gratuity Plan provided that:

10.1 Employees who have attained a regular status as of March 8, 1991 who are covered by the Old Gratuity Plan and are now covered by this Plan shall be entitled to which is the higher benefit between the two Plans. Double recovery from both plans is not allowed.[12]

The petitioners further argued that the quitclaims they signed should not bar them from claiming their full entitlement under the law. They also claimed that they were defrauded into signing the same without full knowledge of its legal implications.[13]

On the other hand, Globalbank asserted that the SSP should prevail and the petitioners were no longer entitled to the additional 50% gratuity pay which was already paid, the same having been included in the computation of their separation pay. It maintained further that the waivers executed by the petitioners should be held binding, since these were executed in good faith and with the latter's full knowledge and understanding.[14]

Meanwhile, Metrobank denied any liability, citing the absence of an employment relationship with the petitioners. It argued that its acquisition of the assets and liabilities of Globalbank did not include the latter's obligation to its employees. Moreover, Metrobank pointed out that the petitioners' employment with Globalbank had already been severed before it took over the latter's banking operations.[15]

The Labor Arbiter's Decision

On August 30, 2004, the Labor Arbiter (LA) promulgated a decision[16] dismissing the complaint.[17] The LA ruled that the petitioners were not entitled to the additional 50% in gratuity pay that they were asking for.[18]

The LA held that the 150% rate used by Globalbank could legally cover both the separation pay and the gratuity pay of complainants. The LA upheld the right of the employer to enact a new gratuity plan after finding that its enactment was not attended by bad faith or any design to defraud complainants. Thus, the New Gratuity Plan must be deemed to have superseded the Old Plan.[19] The LA also ruled that the minimum amount due to the

petitioners under the New Gratuity Plan, in relation to Article 283 of the Labor Code was one month's pay for every year of service. Thus, anything over that amount was discretionary.

As to the validity of the quitclaim, the LA held that the issue has been rendered moot. Nonetheless, the LA upheld the petitioners' undertaking under their respective quitclaims, considering the amount involved is not unconscionable, and that their supposed lack of complete understanding did not mean that they were coerced or deceived into executing the same.[20]

The LA also absolved Metrobank from liability. The LA found that the petitioners had already been separated from Globalbank when Metrobank took over the former's banking operations. Moreover, the liabilities that Metrobank assumed were limited to those arising from banking operations and excluded those pertaining to Globalbank's employees or to claims of previous employees.[21]

The NLRC's Decision

Aggrieved, the petitioners appealed to the NLRC. In a decision[22] dated August 15, 2007, the NLRC dismissed the appeal and affirmed the LA's decision.

The NLRC held that the petitioners did not acquire a vested right to Philbank's gratuity plans since, at the outset, it was made clear that these plans would not perpetuate into eternity. It also noted that, under the SSP, the employee to be separated due to redundancy would be receiving more than the rate in the old plan and higher than the legal rate for the separated employees.

The petitioners elevated the case to the CA via a Petition for Certiorari under Rule 65.

The CA's Decision

In the first of the assailed CA resolutions, the CA ruled that the petition was dismissible outright for failure of the petitioners to file a motion for reconsideration of the decision under review before resorting to certiorari. Further, the CA held that the case did not fall under any of the recognized exceptions to the rule on motions for reconsideration.[23]

The petitioners then moved for the reconsideration, which was denied in the second assailed Resolution, noting the absence of an explanation for their failure to file a motion for reconsideration of the assailed NLRC decision in their petition for certiorari.[24]

The Issues

The petitioners are now before this Court raising the following errors supposedly committed by the CA:

1. In dismissing the petition for failure to file a motion for reconsideration before filing a petition under Rule 65 as it blatantly ignored the application of the recent jurisprudence on labor law.
2. In dismissing the petition without taking into consideration the meritorious grounds laid down by [the] petitioners by categorically outlining the grave abuse of discretion amounting to lack or excess of jurisdiction committed by [the] NLRC in affirming the decision of the Labor Arbiter, to wit:
 - 2.a. In holding that [the] petitioners "did not acquire a vested right under the PHILBANK gratuity plan."
 - 2.b. In holding that "the bank had abandoned the old plan" (referring to the old Gratuity Pay Plan) and replaced it with a Special Separation Program under which [the] petitioners "would be receiving more than the rate in the old plan and higher than the legal rate for redundant employees."
 - 2.c. In holding that the benefits under the Special Separation Program legally replaced not only the gratuity pay plan to which [the] petitioners were entitled under the old and new Gratuity Pay Plans but also all other

benefits including separation pay under the law.

2.d. In not holding that when [the] petitioners were separated due to redundancy they were entitled per provision of Article 283 of the Labor Code to separation pay equivalent to one month pay for every year of service.

2.e. In holding that [the] petitioners are bound under the Acceptance x x x and Release, Waiver and Quitclaim x x x that they had executed and [cannot] question the same, hence they [cannot] claim benefits in addition to those they had received from the bank.

2.f. In not holding that respondent METROBANK is the parent corporation of GLOBALBANK and the latter is the subsidiary, hence METROBANK is liable for the payment of the employment benefits of [the] petitioners as it had acquired all the assets of GLOBALBANK.

2.g. In not holding that the Assignment of Assets and Liabilities x x x executed by GLOBALBANK and METROBANK is a scheme to defraud [the] petitioners of the employment benefits due them upon separation from service.

2.h. In not holding that [the] respondents are liable to [the] petitioners for moral, exemplary and temperate damages because [the] respondents are guilty of deceit and fraud in not paying [the] petitioners the full amount of their employment benefits.[25]

The Court's Decision

The Petition has no merit, hence, must be denied.

The petitioners' unexplained failure to move for the reconsideration of the NLRC's resolution before applying for a writ of certiorari in the CA is reason enough to deny such application.

We shall first discuss the procedural issue raised by the petitioners: whether the CA erred in dismissing their petition due to their failure to file a motion for reconsideration of the NLRC's adverse resolution.

The petitioners claim that it was error for the CA to have dismissed their petition on the sole basis thereof. According to the petitioners, they had opted not to file a motion for reconsideration as the issues that will be raised therein are those that the NLRC had already passed upon. The petitioners likewise invoke the liberal application of procedural rules.

To begin with, the petitioners do not have the discretion or prerogative to determine the propriety of complying with procedural rules. This Court had repeatedly emphasized in various cases involving the tedious attempts of litigants to relieve themselves of the consequences of their neglect to follow a simple procedural requirement for perfecting a petition for certiorari that he who seeks a writ of certiorari must apply for it only in the manner and strictly in accordance with the provisions of the law and the Rules. The petitioners may not arrogate to themselves the determination of whether a motion for reconsideration is necessary or not. To dispense with the requirement of filing a motion for reconsideration, the petitioners must show a concrete, compelling, and valid reason for doing so.[26]

As the CA correctly noted, the petitioners did not bother to explain their omission and only did so in their motion for reconsideration of the dismissal of their petition. Aside from the fact that such belated effort will not resurrect their application for a writ of certiorari, the reason proffered by the petitioners does not fall under any of the recognized instances when the filing of a motion for reconsideration may be dispensed with. Whimsical and arbitrary deviations from the rules cannot be condoned in the guise of a plea for a liberal interpretation thereof.

We cannot respond with alacrity to every claim of injustice and bend the rules to placate vociferous protestors crying and claiming to be victims of a wrong.[27]

We now rule on the substantive issues.

The petitioners' receipt of separation pay equivalent to their one and a half months salary for every year of service as provided in the SSP and the New Gratuity Plan more than sufficiently complies with the Labor Code, which only requires the payment of separation pay at the rate of one month salary for every year of service.

The petitioners do not question the legality of their separation from the service or the basis for holding their positions redundant. What they raise is their entitlement to gratuity pay, as provided in the Old Plan, in addition to what they received under the SSP. According to the petitioners, they are entitled to separation pay at a rate of one month salary for every year of service under the Labor Code and gratuity pay at a rate of one month salary for every year of service whether under the Old Plan or the New Gratuity Plan. Since what they received as separation pay was equivalent to only 150% or one and one-half of their monthly salaries for every year of service, the respondents are still liable to pay them the deficiency equivalent to one-half of their monthly salary for every year of service.

We disagree.

The New Gratuity Plan has repealed the Old Plan.

It is clear from the provisions of Section 8 of the New Gratuity Plan that the Old Plan has been revoked or superseded. Thus:

SECTION 8
INTEGRATION OF SOCIAL LEGISLATION,
CONTRACTS, ETC.

8.1 This Plan is not intended to duplicate or cause the double payment of similar or analogous benefits provided for under existing labor and social security laws. Accordingly, benefits under this Plan shall be deemed integrated with and in lieu of (i) statutory benefits under the New Labor Code and Social Security Laws, as now or hereafter amended[;] and (ii) analogous benefits granted under present or future collective bargaining agreements, and other employee benefit plans providing analogous benefits which may be imposed by future legislations. In the event the benefits due under the Plan are less than those due and demandable under the provisions of the New Labor Code and/or present or future Collective Bargaining Agreements and/or future plans of similar nature imposed by law, the Fund shall respond for the difference.[28]

Globalbank's right to replace the Old Plan and the New Gratuity Plan is within legal bounds as the terms thereof are in accordance with the provisions of the Labor Code and complies with the minimum requirements thereof. Contrary to the petitioners' claim, they had no vested right over the benefits under the Old Plan considering that none of the events contemplated thereunder occurred prior to the repeal thereof by the adoption of the New Gratuity Plan. Such right accrues only upon their separation from service for causes contemplated under the Old Plan and the petitioners can only avail the benefits under the plan that is effective at the time of their dismissal. In this case, when the merger and the redundancy program were implemented, what was in effect were the New Gratuity Plan and the SSP; the petitioners cannot, thus, insist on the provisions of the Old Plan which is no longer existent.

The SSP did not revoke or supersede the New Gratuity Plan.

On the other hand, the issuance of the SSP did not result to the repeal of the New Gratuity Plan. As the following provision of the SSP shows, the terms of the New Gratuity Plan had been expressly incorporated in the SSP and should, thus, be implemented alongside the SSP:

II. Separation Pay Package

Affected employees are entitled to the following tax free:

- a. Gratuity Benefits which they are entitled to under the respective retirement plans. The bank shall give a premium by rounding up the benefit to an equivalent of 1.5 months salary per every year of service based on their salary as of separation date.[29] (emphasis supplied)

The SSP was not intended to supersede the New Gratuity Plan. On the contrary, the SSP was issued to make the benefits under the New Gratuity Plan available to employees whose positions had become redundant because of the merger between Philbank and Globalbank, subject to compliance with certain requirements such as age and length of service, and to improve such benefits by increasing or rounding it up to an amount equivalent to the affected employees' one and a half monthly salary for every year of service. In other words, the benefits to which the redundated employees are entitled to, including the petitioners, are the benefits under the New Gratuity Plan, albeit increased by the SSP.

Considering that the New Gratuity Plan still stands and has not been revoked by the SSP, does this mean that the petitioners can claim the benefits thereunder in addition to or on top of what is required under the Article 283 of the Labor Code?

For as long as the minimum requirements of the Labor Code are met, it is within the management prerogatives of employers to come up with separation packages that will be given in lieu of what is provided under the Labor Code.

A direct reference to the New Gratuity Plan reveals the contrary. The above-quoted Section 8 of the New Gratuity Plan expressly states that "the benefits under this Plan shall be deemed integrated with and in lieu of (i) statutory benefits under the New Labor Code and Social Security Laws, as now or hereafter amended" and that "[t]his Plan is not intended to duplicate or cause the double payment of similar or analogous benefits provided for under existing labor and security laws."

Article 283 of the Labor Code[30] provides only the required minimum amount of separation pay, which employees dismissed for any of the authorized causes are entitled to receive. Employers, therefore, have the right to create plans, providing for separation pay in an amount over and above what is imposed by Article 283. There is nothing therein that prohibits employers and employees from contracting on the terms of employment, or from entering into agreements on employee benefits, so long as they do not violate the Labor Code or any other law, and are not contrary to morals, good customs, public order, or public policy.[31] As this Court held in a case:

[E]ntitlement to benefits consequent thereto are not limited to those provided by said provision of law. Otherwise, the provisions of collective bargaining agreements, individual employment contracts, and voluntary retirement plans of companies would be rendered inutile if we were to limit the award of monetary benefits to an employee only to those provided by statute. x x x.[32]

Previously, the Court adopted the CA's ruling, upholding the validity of a similar provision in a company's retirement plan:

[T]here is no further doubt that the payment of separation pay is a requirement of the law, i.e.,[.] the Labor

Code, which is a social legislation. The clear intent of Article XI, section 6 [of the Retirement Plan] is to input the effects of social legislation in the circulation of Retirement benefits due to retiring employees x x x. The Retirement Plan itself clearly sets forth the intention of the parties to entitle employees only to whatever is greater between the Retirement Benefits then due and that which the law requires to be given by way of separation pay. To give way to complainant's demands would be to totally ignore the contractual obligations of the parties in the Retirement Plan, and to distort the clear intent of the parties as expressed in the terms and conditions contained in such plan. x x x.[33] (emphasis supplied)

Consequently, if the petitioners were allowed to receive separation pay from both the Labor Code, on the one hand, and the New Gratuity Plan and the SSP, on the other, they would receive double compensation for the same cause (i.e., separation from the service due to redundancy) even if such is contrary to the provisions of the New Gratuity Plan. The petitioners' claim of being shortchanged is certainly unfounded. They have recognized the validity of the SSP and the New Gratuity Plan as evidenced by the acceptance letters and quitclaims they executed; and the benefits they received under the SSP and the New Gratuity Plan are more than what is required by the Labor Code.

In the absence of proof that any of the vices of consent are present, the petitioners' acceptance letters and quitclaims are valid; thus, barring them from claiming additional separation pay.

The Court now comes to the issue on the validity of the acceptance letters and quitclaims that the petitioners executed, which they claim do not preclude them from asking for the benefits rightfully due them under the law.

It is true that quitclaims executed by employees are often frowned upon as contrary to public policy.[34] Hence, deeds of release or quitclaims cannot bar employees from demanding benefits to which they are legally entitled or from contesting the legality of their dismissal. The acceptance of those benefits would not amount to estoppel.[35]

However, the Court, in other cases, has upheld quitclaims if found to comply with the following requisites: (1) the employee executes a deed of quitclaim voluntarily; (2) there is no fraud or deceit on the part of any of the parties; (3) the consideration of the quitclaim is credible and reasonable; and (4) the contract is not contrary to law, public order, public policy, morals or good customs or prejudicial to a third person with a right recognized by law.[36]

In this case, there is no allegation of fraud or deceit employed by the respondents in making the petitioners sign the acceptance letters and quitclaims. Neither was there any claim of force or duress exerted upon the petitioners to compel them to sign the acceptance letters and quitclaims. Likewise, the consideration is credible and reasonable since the petitioners are getting more than the amount required under the law. Thus, the acceptance letters and quitclaims executed by the petitioners are valid and binding.

Considering that the petitioners have already waived their right to file an action for any of their claims in relation to their employment with Globalbank, the question of whether Metrobank can be held liable for these claims is now academic. However, in order to put to rest any doubt in the petitioners' minds as to Metrobank's liabilities, we shall proceed to discuss this issue.

We hold that Metrobank cannot be held liable for the petitioners' claims.

As a rule, a corporation that purchases the assets of another will not be liable for the debts of the selling corporation, provided the former acted in good faith and paid adequate consideration for such assets, except when any of the following circumstances is present: (1) where the purchaser expressly or impliedly agrees to assume the debts; (2) where the transaction amounts to a consolidation or merger of the corporations; (3) where the purchasing corporation is merely a continuation of the selling corporation; and (4) where the selling corporation

fraudulently enters into the transaction to escape liability for those debts.[37]

Under the Deed of Assignments of Assets and Assumption of Liabilities[38] between Globalbank and Metrobank, the latter accepted the former's assets in exchange for assuming its liabilities. The liabilities that Metrobank assumed, which were clearly set out in Annex "A" of the instrument, are: deposit liabilities; interbank loans payable; bills payable; manager's checks and demand drafts outstanding; accrued taxes, interest and other expenses; and deferred credits and other liabilities.[39]

Based on this enumeration, the liabilities that Metrobank assumed can be characterized as those pertaining to Globalbank's banking operations. They do not include Globalbank's liabilities to pay separation pay to its former employees. This must be so because it is understood that the same liabilities ended when the petitioners were paid the amounts embodied in their respective acceptance letters and quitclaims. Hence, this obligation could not have been passed on to Metrobank.

The petitioners insist that Metrobank is liable because it is the "parent" company of Globalbank and that majority of the latter's board of directors are also members of the former's board of directors.

While the petitioners' allegations are true, one fact cannot be ignored – that Globalbank has a separate and distinct juridical personality. The petitioners' own evidence – Global Business Holdings, Inc.'s General Information Sheet[40] filed with the Securities and Exchange Commission – bears this out.

Even then, the petitioners would want this Court to pierce the veil of corporate identity in order to hold Metrobank liable for their claims.

What the petitioners desire, the Court cannot do. This fiction of corporate entity can only be disregarded in cases when it is used to defeat public convenience, justify wrong, protect fraud, or defend crime. Moreover, to justify the disregard of the separate juridical personality of a corporation, the wrongdoing must be clearly and convincingly established.[41]

In the instant case, none of these circumstances is present such as to warrant piercing the veil of corporate fiction and treating Globalbank and Metrobank as one.

Lastly, the petitioners' prayer for the award of damages must be denied for lack of legal basis.

In sum, the New Gratuity Plan and SSP are valid and must be given effect, inasmuch as their provisions are not contrary to law; and, indeed, grant benefits that meet the minimum amount required by the Labor Code. The petitioners have voluntarily sought such benefits and upon their receipt thereof, executed quitclaims in Globalbank's favor. The petitioners cannot, upon a mere change of mind, seek to invalidate such quitclaims and renege on their undertaking thereunder, which, to begin with, is supported by a substantial consideration and which they had knowingly assumed and imposed upon themselves.

WHEREFORE, the foregoing premises considered, the petition is DENIED. The assailed Resolutions dated November 7, 2007 and March 26, 2008, respectively, of the Court of Appeals in CA-G.R. SP No. 101065 are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, and Sereno, JJ., concur.

[1] Penned by Associate Justice Rosalinda Asuncion-Vicente, with Associate Justices Remedios A. Salazar-Fernando and Enrico A. Lanzanas, concurring; rollo, pp. 68-69.

[2] Id. at 71-73.

[3] Id. at 402.

[4] Id. at 271.

[5] Id. at 272.

[6] Id. at 17.

[7] Id. at 279.

[8] Id. at 402.

[9] Id. at 23, 24, 308 and 309.

[10] Id. at 324-327.

[11] Id. at 26.

[12] Id. at 280.

[13] Id. at 403.

[14] Id.

[15] Id.

[16] Id. at 363-396.

[17] Id. at 396.

[18] Id. at 392.

[19] Id. at 393.

[20] Id. at 394.

[21] Id. at 395.

[22] Id. at 398-406.

[23] Supra note 1.

[24] Supra note 2.

[25] Rollo, pp. 27-29.

[26] Sim v. National Labor Relations Commission, G.R. No. 157376, October 2, 2007, 534 SCRA 515, 522-523, citing Cervantes v. Court of Appeals, 512 Phil. 210, 217 (2005).

[27] Sublay v. NLRC, G.R. No. 130104, January 21, 2000, 324 SCRA 188.

[28] Rollo, p. 291.

[29] Id. at 306.

[30] 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 Ministry 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 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 case of closures or cessation of operations of 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 as one (1) whole year.

[31] Article 1306 of the Civil Code states: “The contracting parties may establish such stipulations, clauses, terms and conditions as they may deem convenient, provided they are not contrary to law, morals, goods customs, public order, or public policy.”

[32] *American Home Assurance Co. v. National Labor Relations Commission*, 328 Phil. 606, 616 (1996).

[33] *Cruz v. Philippine Global Communication, Inc.*, G.R. No. 141868, May 28, 2004, 430 SCRA 184, 188-189.

[34] *Sime Darby Pilipinas, Inc. v. Arguilla*, G.R. No. 143542, June 8, 2006, 490 SCRA 183, 200.

[35] *Emco Plywood Corporation v. Abelgas*, 471 Phil. 460, 483 (2004).

[36] *Soriano, Jr. v. National Labor Relations Commission*, G.R. No. 165594, April 23, 2007, 521 SCRA 526, 548; *Danzas Intercontinental, Inc. v. Daguman*, 496 Phil. 279, 292-293 (2005), citing *More Maritime Agencies, Inc. v. National Labor Relations Commission*, 366 Phil. 646, 653 (1999).

[37] *McLeod v. National Labor Relations Commission*, G.R. No. 146667, January 23, 2007, 512 SCRA 222, 240-241.

[38] *Rollo*, 324-327.

[39] *Id.* at 326.

[40] *Id.* at 332-338.

[41] *Complex Electronics Employees Association v. National Labor Relations Commission*, 369 Phil. 666, 681-682 (1999).

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