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SUPREME COURT
FIRST DIVISION

BONIFACIO ANINO, RICARDO NAVARRO, HENRY FILOTEO, DAVID DAUGDAUG, EDGARDO CEREDON and ALAN BALADYA,
***Petitioners*,**

-versus-

G.R. No. 123226
May 21, 1998

NATIONAL LABOR RELATIONS COMMISSION, HINATUAN MINING CORPORATION and FEDERICO B. GANIGAN,
***Respondents*.**

x---x

D E C I S I O N

PANGANIBAN, *J.*:

Were petitioners validly retrenched? In answering this question in the negative, the Court adheres to the doctrine, laid down in Lopez Sugar Corporation vs. Federation of Free Workers[1] and reiterated very recently in Somerville Stainless Steel Corporation vs. NLRC,[2] listing the basic requisites that employers must prove with substantial evidence to justify the retrenchment of their employees.

The Case

This is a petition for review under Rule 65 of the Rules of Court seeking to set aside the August 22, 1995 Decision[3] and October 27, 1995 Resolution[4] of the National Labor Relations Commission[5] in NLRC CA No. M-002292-95. The dispositive portion of the challenged Decision reads:[6]

> "WHEREFORE, the assailed Decision is modified in that the finding of illegal dismissal is vacated and set aside. Complainants' Motion for Reinstatement is denied for lack of merit."

The assailed Resolution denied petitioners' motion for reconsideration.

The Facts

Adopted by the NLRC were these factual antecedents related by the labor arbiter:

> "Complainants allege that they are employees of respondent Hinatuan Mining Corporation (HMC) holding supervisory positions. Sometime in September 1993, complainants planned the formation of a supervisors union with HMC. The plan was received enthusiastically by practically all employees with supervisory rank, and shortly thereafter the HINATUAN MINING SUPERVISORY UNION (HIMSU) was formally organized and registered with the DOLE Region X under Registration No. 1000-9320-43. Complainants Anino, Navarro, Daug-daug and Filoteo were elected as President, Vice President, PIO and Director, respectively. Complainants Baladja [sic] and Ceredon though not elected officers of the union were nevertheless active members of the union.
>
> On or about 03 November 1993, HIMSU formally notified the company of its legal existence through a letter addressed to SALVADOR B. ZAMORA III, President of respondent HMC. It formally informed the company of its desire for a collective bargaining agreement and submitted its proposals therefor

under letter dated 16 November 1993, which again was addressed to the company's President, Hon. Salvador B. Zamora III, Attention: Messrs. Federico B. Ganigan, Vice President-Operation and Jose T. Nacorda, Jr., Vice President-Finance.

The company, complainant claims, completely ignored the union's proposals and did not answer HIMSU about it, which constrained the union to file an unfair labor practice case against HMC on 13 May 1994. In order to weaken and if possible destroy the union, respondents, in the guise of retrenchment, dismissed the complainants who are the active leaders of the union under letter dated 16 June 1994. Complainants aver that their dismissal was done with malicious intent to cause them and the union damage for their legitimate exercise of the right to self-organization, in open defiance of Art. 248 of the Labor Code.

Because of their dismissal, complainants state that they were deprived of their salaries, and suffered moral damages for mental anguish, serious anxiety, social humiliation, besmirched reputation and other similar hurt which may be assessed at not less than P100,000.00 each. And in order to protect their rights and obtain redress for the damage they sustained, complainants were compelled to engage the services of counsel to file and prosecute this case, incurring thereby expenses of litigation and attorney's fee in the sum of not less than P50,000.00.

Complainants then pray that respondents: (a) be declared guilty of unfair labor practices; (b) be ordered to reinstate complainants to their former positions with backwages and to pay complainants jointly and severally the amount of P150,000.00, as moral damages and litigation and attorney's fees, respectively.

Respondents, in a 'MOTION TO DISMISS' dated 31 August 1994, allege, among other things, the following:

1. On August 1, 1994, complainants filed the instant complaint for Unfair Labor Practice, Illegal Dismissal and

Damages after respondents implemented a retrenchment in line with the streamlining or organizational structure in order to prevent further losses;

2. The retrenchment measures affected both the rank-and-file as well as the supervisors and managerial staffs;

3. Moreover, the retrenchment is admitted by complainants (see ANNEXES 'F' to 'F-6' of their instant complaint), was done on June 16, 1994 with due notice to take effect thirty (30) days from receipt thereof;

4. Above all, complainants had ACCEPTED/RECEIVED separation pay equivalent to one (1) month pay for every year of service (more superior than the law) plus other monetary benefits, and in consideration of said separation pay and other benefits, complainants executed a WAIVER and QUITCLAIM for value received and evidenced by ANNEXES 'A' to 'A-5' hereof;

5. The instant complaint was filed (on August 1, 1994) only after the respondent had filed a Petition for Certification Election on June 16, 1994 with DOLE, Regional Office No. 10, Cagayan de Oro City, as evidenced by the attached Petition received on June 16, 1994 at 1:55 PM, copy of said Petition is hereto attached as ANNEX 'B' hereof, and only after the initial hearing on July 21, 1994 of said Petition for Certification Election. Counsel for complainants even manifested/declared in open court that they were still filing a new complaint for Unfair Labor Practice (this case) which manifestly shows this is an after-thought in order to give semblance of credence to their position/opposition to conduct a certification election; and

6. That herein respondents replead and incorporate by reference all pertinent arguments/pleadings as well as documents filed with this Honorable Arbiter in relation with the earlier complaint for unfair labor practice docketed as NLRC-SRAB Case No. 10-05-00081-94.'

Respondents then 'MOVED and prayed that the instant complaint as well as the reliefs sought therein filed as an afterthought be DISMISSED for lack of merit.'"[7]

The Labor Arbiter's Ruling

Finding no evidence substantiating private respondents' theory of retrenchment, Labor Arbiter Rogelio P. Legaspi held that the services of petitioners were illegally terminated and thus ordered their reinstatement and the grant of back wages. On the other hand, neither was there any positive showing that petitioners were retrenched purposely to weaken or destroy their union; hence, their claim of unfair labor practice was dismissed. Likewise, their claim for damages was denied by the arbiter, who reasoned that no fraud or bad faith was committed by private respondents in dismissing them. The dispositive portion of his Decision reads:

> "WHEREFORE, premises considered, judgment is hereby rendered:
>
> 1. Declaring complainants' dismissal illegal;
>
> 2. Ordering respondents to reinstate complainants to their former positions without loss of seniority rights with full backwages and to pay complainants attorney's fees equivalent to 10% of the total monetary award.

Since complainants already received their separation benefits, the same shall be deducted from their monetary award herein granted and if the said award is not sufficient, from the salaries of herein complainants.

For purposes of appeal, the bond is hereby fixed at P20,000.00.

Complainants' other claims are dismissed for lack of merit."[8]

The NLRC's Decision

We quote in full the simplistic and abbreviated justification given by the NLRC to its reversal of the labor arbiter's ruling:

> "Records show that it was only after a period of two (2) months that six (6) complainants/supervisors out of those retrenched challenged their separation, and despite their having accepted and received retrenchment pay, equivalent to the one (1) month pay for every year of service plus other monetary benefits (Vol. 2, p. 3, supra). A question is therefore raised on complainants' actuations.
>
> As regards the alleged financial difficulties encountered by respondent, We take judicial notice that in one area of Mindanao, the mining industry suffered economic difficulties. If small mining cooperatives experienced the same fate, what more with those highly mechanized establishments?"[9]

With the foregoing dubious arguments, the NLRC rejected all claims of the dismissed employees. Petitioners' motion for reconsideration was also denied. Thus, this petition.[10]

Issues

The following issues are raised by petitioners:

> "I
>
> Whether or not the National Labor Relations Commission committed grave abuse of discretion amounting to lack or excess of its jurisdiction when it absolved respondents from its [sic] duty to prove losses as a just ground for retrenchment
>
> II
>
> Whether or not the National Labor Relations Commission likewise exceeded its jurisdiction in recognizing the waivers/quitclaims executed by petitioners as an effective bar to this complaint

III

> Whether or not the National Labor Relations Commission abused its discretion when it ordered the dismissal of the instant complaint and totally disregarded the labor arbiter's findings of facts and petitioners' motion for execution."[11]

We shall initially take up the third issue and then revert to the first and second, which are the crucial questions.

Also, the Court notes the solicitor general's Manifestation and Motion in lieu of Comment,[12] supporting the contention of petitioners who argued inter alia:

> "Respondent Corporation cannot merely rely on the myopic inference that since Republic Act No. 7729 reduced mining taxes from five percent (5%) to one percent (1%) on a graduated basis, the mining industry is in economic distress, hence it can facilely retrench its employees. The enactment does not operate as a blanket authority for any employer to dismiss its workers without observing the requirements of the Labor Code, nay the 1987 Constitution. For nothing in the words and provisions of R.A. 7729, entitled 'An Act Reducing the Excise Tax Rate on Metallic and Non-Metallic Minerals and Quarry Resources, Amending for the Purpose Section 151(a) of the National Internal Revenue Code, as amended,' would show and indicate the supposition advanced by respondent Corporation."

In its own Comment[13] dated July 20, 1997, Public Respondent NLRC simplistically submits that this Court, not being a trier of facts, should dismiss the petition, since it presents only factual questions, and thus uphold the assailed Decision which is allegedly supported by substantial evidence.

For its part, private respondent corporation avers[14] that the validity of the retrenchment was not an issue in the complaint filed by petitioners before the labor arbiter; that it merely exercised its management prerogative when it resorted to retrenchment as a means of preventing losses, a measure fully explained to all its

employees; and that the waivers/quitclaims freely and voluntarily executed by petitioners constituted valid contracts, since they awarded benefits far greater than those provided by law.

The Court's Ruling

The petition is impressed with merit. This case is an exception to the general rule that findings of fact of the NLRC are to be accorded respect and finality on appeal.[15] It is equally well-settled that this Court will not uphold erroneous conclusions of the NLRC when it reverses decisions of the labor arbiters or when the findings of facts, from which its conclusions were based, are not supported by substantial evidence.[16]

The Court finds occasion to remind courts and quasi-judicial bodies that "[a] decision should faithfully comply with Section 14, Article VIII of the Constitution which provides that no decision shall be rendered by any court [or quasi-judicial body] without expressing therein clearly and distinctly the facts of the case and the law on which it is based. It is a requirement of due process and fair play that the parties to a litigation be informed of how it was decided, with an explanation of the factual and legal reasons that led to the conclusions of the court [or quasi-judicial body]. A decision that does not clearly and distinctly state the facts and the law on which it is based leaves the parties in the dark as to how it was reached and is especially prejudicial to the losing party, who is unable to pinpoint the possible errors of the court [or quasi-judicial body] for review by a higher tribunal."[17]

In the present case, the NLRC was definitely wanting in the observance of the aforesaid constitutional requirement. Its assailed five-page Decision consisted of about three pages of quotation from the labor arbiter's decision, including the dispositive portion, and barely a page (two short paragraphs of two sentences each) of its own discussion of its reasons for reversing the arbiter's findings. It merely raised a doubt on the motive of the complaining employees and took "judicial notice that in one area of Mindanao, the mining industry suffered economic difficulties." In affirming peremptorily the validity of private respondents' retrenchment program, it surmised that "if

small mining cooperatives experienced the same fate, what more with those highly mechanized establishments."

Jurisprudence prescribes the minimum standards necessary to prove the validity of a retrenchment.[18] Because, in the instant case, the factual and legal bases of public respondent's conclusions were bereft of substantial evidence — the quantum of proof in labor cases[19] — its disposition is manifestly a violation of the constitutional mandate and an exercise of grave abuse of discretion. Such decision is a nullity.

First Issue: Company Must Prove Imminent Losses to Justify Retrenchment

Retrenchment is resorted to by an employer because of losses in the operation of a business occasioned by lack of work and considerable reduction in the volume of business. It is a management prerogative consistently recognized and affirmed by this Court,[20] subject only to faithful compliance with the substantive and procedural requirements laid down by law and jurisprudence.[21] The pertinent provision of the Labor Code reads:

> "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 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 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 (½) 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." (Emphasis supplied.)
>
> To justify retrenchment, the following requisites must be complied with: "(a) the losses expected should be substantial and not merely de minimis in extent; (b) the substantial losses apprehended must be reasonably imminent; (c) the retrenchment must be reasonably necessary and likely to effectively prevent the expected losses; and (d) the alleged losses, if already incurred, and the expected imminent losses sought to be forestalled must be proved by sufficient and convincing evidence."[22]

In termination cases, the burden of proving that the dismissal was for a valid or authorized cause rests upon the employer.[23] In the case at bar, respondent corporation did not submit an iota of evidence to show losses in its business operations and the economic havoc it would sustain imminently. It merely claimed that retrenchment was undertaken as a measure of self-preservation to prevent losses brought about by the continuing decline of nickel prices and export volume in the mining industry. Additionally, it alleged that the reduction of excise taxes on mining from 5% to 1% on a graduated basis, as provided under Republic Act No. 7729, was a clear recognition by the government itself of the industry's worsening economic difficulties.

These bare statements of private respondents miserably fall short of the requirements to show the validity of a retrenchment. For not every loss incurred or expected justifies retrenchment.[24] In Central Azucarera de la Carlota vs. NLRC,[25] for instance, the employer more than merely cited the economic setback suffered by the sugar industry as a whole to justify its retrenchment program; yet, the Court — emphasizing the necessity of submitting adequate, credible and persuasive evidence — rebuffed the employer's unsubstantiated claims in the following manner:

> "A litany of woes, from a labor strike way back in 1982 to the various crises endured by the sugar industry, droughts, the 1983 assassination of former Senator Benigno Aquino, Jr., high crop loan interests, spiralling prices of fertilizers and spare parts, the

> depression of sugar prices in the world market, cutback in the U.S. sugar quota, abandonment of productive areas because of the insurgency problem and the absence of fair and consistent government policies may have contributed to the unprecedented decline in sugar production in the country, but there is no solid evidence that they translated into specific and substantial losses that would necessitate retrenchment. Just exactly what negative effects were borne by petitioner as a result, petitioner failed to underscore."[26]

In Somerville vs. NLRC , we also stressed that not only should losses be substantial but that retrenchment be "reasonably necessary to avert such losses." The employer must further "prove that it expected no abatement of such losses in the coming years." Thus:

> "In a nutshell, the law recognizes a company's right to retrench employees when 'made necessary or compelled by economic factors that would otherwise endanger its stability or existence.' Unarguably, retrenchment is only 'a measure of last resort when other less drastic means have been tried and found to be inadequate.'"[27]

Furthermore, the passage of RA 7729 alone is certainly not a definite and sufficient indication of respondent corporation's actual and specific financial standing. A tax rate reduction may simply be meant to provide an incentive to the intended beneficiary. But in no way is it an explicit and conclusive declaration of the financial situation in every company engaged in such industry; much less does it translate into a license to retrench personnel recklessly.

Even if, arguendo, the contentions of respondent corporation are accepted at face value, they still fail to satisfy the jurisprudential requirements that further or expected losses must be substantial and reasonably imminent; and the dismissal of employees, reasonably necessary and likely to be effective in preventing the expected losses. Respondent corporation has not even shown any trend or circumstance beyond its control that is likely to result in continued or future losses.[28] As cited by petitioners, the general standards by which the acts of the employer must be appraised were laid down in Lopez Sugar Corporation thus:

> "Firstly, the losses expected should be substantial and not merely de minimis in extent. If the loss purportedly sought to be forestalled by retrenchment is clearly shown to be insubstantial and inconsequential in character, the bonafide nature of the retrenchment would appear to be seriously in question. Secondly, the substantial loss apprehended must be reasonably imminent, as such imminence can be perceived objectively and in good faith by the employer. There should, in other words, be a certain degree of urgency for the retrenchment, which is after all a drastic recourse with serious consequences for the livelihood of the employees retired or otherwise laid-off. Because of the consequential nature of retrenchment, it must, thirdly, be reasonably necessary and likely to effectively prevent the expected losses. The employer should have taken other measures prior or parallel to retrenchment to forestall losses, i.e., cut other costs than labor costs. An employer who, for instance, lays off substantial numbers of workers while continuing to dispense fat executive bonuses and perquisites or so-called 'golden parachutes', can scarcely claim to be retrenching in good faith to avoid losses. To impart operational meaning to the constitutional policy of providing 'full protection' to labor, the employer's prerogative to bring down labor costs by retrenching must be exercised essentially as a measure of last resort, after less drastic means — e.g., reduction of both management and rank-and-file bonuses and salaries, going on reduced time, improving manufacturing efficiencies, trimming of marketing and advertising costs, etc. — have been tried and found wanting.
>
> Lastly, but certainly not the least important, alleged losses if already realized, and the expected imminent losses sought to be forestalled, must be proved by sufficient and convincing evidence: any less exacting standard of proof would render too easy the abuse of this ground for termination of services of employees."[29]

Ineluctably, with the private respondents' manifest failure to present sufficient, convincing and competent evidence, no valid retrenchment may be allowed.

Second Issue: Quitclaims Not a Bar to a Complaint for Illegal Dismissal

Private respondents also insist that petitioners' acceptance of separation benefits and execution of waivers and quitclaims negate their claim of illegal dismissal. The waivers and quitclaims allegedly constitute valid and binding contracts between petitioners and respondent corporation.

The recognized and accepted doctrine is that a dismissed employee who has accepted separation pay is not necessarily estopped from challenging the validity of his or her dismissal.[30] Neither does it relieve the employer of legal obligations.[31]

Waivers and quitclaims, on the other hand, are generally looked upon with disfavor. In Agoy vs. NLRC,[32] the Court explained that the employee's acknowledgment of his notice of termination without any outright objection does not altogether mean voluntariness on his part. Neither do the execution of a final settlement and the receipt of amounts agreed upon foreclose his right to pursue a claim for illegal dismissal or unfair labor practice. The reasons for such policy were laid down in AFP Mutual Benefit Association, Inc. vs. AFP-MBAI-EU[33] as follows:

> "In labor jurisprudence, it is well established that quitclaims and/or complete releases executed by the employees do not estop them from pursuing their claims arising from the unfair labor practice of the employer. The basic reason for this is that such quitclaims and/or complete releases are against public policy and, therefore, null and void. The acceptance of termination pay does not divest a laborer of the right to prosecute his employer for unfair labor practice acts. (Cariño vs. ACCFA, L-19808, September 29, 1966, 18 SCRA 163; Philippine Sugar Institute vs. CIR, L-13475, September 29, 1960, 109 Phil. 452; Mercury Drug Co. vs. CIR, L-23357, April 30, 1974, 56 SCRA 694, 704)
>
> In the Cariño case, supra, the Supreme Court, speaking thru Justice Sanchez, said:

> 'Acceptance of those benefits would not amount to estoppel. The reason is plain. Employer and employee, obviously, do not stand on the same footing. The employer drove the employee to the wall. The latter must have to get hold of money. Because, out of job, he had to face the harsh necessities of life. He thus found himself in no position to resist money proffered. His, then, is a case of adherence, not of choice. One thing sure, however, is that petitioners did not relent their claim. They pressed it. They are deemed not to have waived any of their rights. Renuntiatio non praesumitur.' (Emphasis supplied)"

Private respondents further claim and petitioners do not dispute that the reinstatement of petitioners to their previous positions is not possible anymore, because those positions no longer exist. If reinstatement to a former position, or one substantially equivalent thereto, is not feasible anymore, the employees are entitled to the grant of separation pay and full back wages.[34] Separation pay shall be equivalent to at least one month salary or one month salary for every year of service, whichever is higher, a fraction of six months being considered as one whole year.[35] It shall be computed from the date the petitioners were employed by private respondent until this Decision becomes final and executory.

Finally, we note that Private Respondent Federico B. Ganigan was impleaded in his capacity as vice president of respondent corporation. While the president of the erring company may be held jointly and severally liable for the obligations of the latter to its dismissed employees,[36] such solidary liability does not extend to the vice president of the company.[37] Absent any proof of the extent of the participation of Respondent Ganigan in the formulation and the implementation of management policies and programs, he cannot be held financially liable for the illegal dismissal of petitioners.

WHEREFORE, the petition is hereby **GRANTED** and the challenged NLRC Decision is **SET ASIDE**. The Decision of Labor Arbiter Rogelio P. Legaspi in NLRC Case No. SRAB-10-08-00130-94 is **REINSTATED**, except that Respondent Federico B. Ganigan shall not be liable for petitioners' monetary claims. In lieu of reinstatement petitioners, Respondent Hinatuan Mining Corporation shall PAY

them separation benefits, computed from the time each of the petitioners was employed until this Decision becomes final and executory. No pronouncement as to costs.

SO ORDERED.

Davide, Jr., Bellosillo, Vitug and Quisumbing, *JJ.*, concur.

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[1] 189 SCRA 179, 186-87, August 30, 1990, per Feliciano, J .
[2] GR No. 125887, March 11, 1998, per Panganiban, J .
[3] Rollo, pp. 69-73.
[4] Ibid., pp. 111-112.
[5] Fifth Division, composed of Comm. Leon G. Gonzaga Jr., ponente; Pres. Comm. Musib M. Buat; and Comm. Oscar N. Abella, concurring.
[6] Rollo, p. 73.
[7] Labor Arbiter's Decision dated November 15, 1994, pp. 1-4; rollo, pp. 39-42.
[8] Ibid., pp. 6-7; rollo, pp. 44-45.
[9] Assailed Decision, p. 5; rollo, p. 73.
[10] This case was deemed submitted for decision upon receipt by this Court of private respondent's Manifestation with Motion to Admit Comment as Memorandum on October 9, 1997.
[11] Rollo, p. 15. (All in capital letters in the original.)
[12] Ibid., pp. 176-193.
[13] Ibid., pp. 208-213.
[14] Ibid., pp. 164-173.
[15] International School of Speech vs. NLRC, 242 SCRA 382, March 16, 1995; Labor vs. NLRC, 248 SCRA 183, September 14, 1995.
[16] Saballa vs. NLRC , 260 SCRA 697, August 22, 1996; Labor vs. NLRC , ibid., citing Chong Guan Trading vs. NLRC, 172 SCRA 831, April 26, 1989 and other cases.
[17] Saballa vs. NLRC , ibid., citing Nicos Industrial Corp. vs. Court of Appeals, 206 SCRA 127, 132, February 11, 1992.
[18] Lopez Sugar Corp. vs. Federation of Free Workers, supra; Catatista vs. NLRC, 247 SCRA 46, August 3, 1995; Sebuguero vs. NLRC, 248 SCRA 532, 542, September 27, 1995; Guerrero vs. NLRC, 261 SCRA 301, August 30, 1996; San Miguel Jeepney Service vs. NLRC, 265 SCRA 35, November 28, 1996; Uichico vs. NLRC, GR No. 121434, June 2, 1997.
[19] Labor vs. NLRC, supra; Vallende vs. NLRC, 245 SCRA 662, July 7, 1995; Reno Foods, Inc. vs. NLRC, 249 SCRA 379, October 18, 1995; Manalo vs. Roldan-Confesor, 220 SCRA 606, March 30, 1993.
[20] Catatista vs. NLRC, supra; Sebuguero vs. NLRC , supra; Balbalec vs. NLRC, 251 SCRA 398, December 19, 1995; Central Azucarera de la Carlota vs. NLRC , 251 SCRA 589, December 29, 1995; AG & P United Rank and File Association vs. NLRC, 265 SCRA 159, November 29, 1996.

[21] Master Iron Labor Union vs. NLRC, 219 SCRA 47, February 17, 1993; Business Day Information Systems & Services, Inc. vs. NLRC, 221 SCRA 9, April 5, 1993; Philippine Air Lines, Inc. vs. NLRC, 225 SCRA 301, August 13, 1993.

[22] Catatista vs. NLRC, supra; Central Azucarera de la Carlota vs. NLRC, supra, both citing Lopez Sugar Corp. vs. Federation of Free Workers, supra.

[23] Art. 277(b), Labor Code; Gesulgon vs. NLRC, 219 SCRA 561, 570, March 5, 1993; Salonga vs. NLRC, 254 SCRA 111, 114, February 23, 1996.

[24] Trendline vs. NLRC, GR No. 112923, May 5, 1997.

[25] Supra, per Kapunan, J.

[26] At p. 596.

[27] Somerville Stainless Steel Corp. vs. NLRC, supra, p. 9.

[28] See Catatista, supra, and Sebuguero, supra.

[29] At pp. 186-187; also cited in Saballa vs. NLRC, supra.

[30] Solis vs. NLRC, 263 SCRA 629, 636, October 28, 1996, citing De Leon vs. NLRC, 100 SCRA 691, October 30, 1980; San Miguel Corp. vs. Javate, Jr., 205 SCRA 469, January 27, 1992; Blue Bar Coconut Phils., Inc. vs. NLRC, 208 SCRA 371, May 5, 1992.

[31] Ibid., citing Octaviano vs. NLRC, 202 SCRA 332, October 3, 1991.

[32] 252 SCRA 588, 590, January 30, 1996, per Francisco, J . See also Loadstar Shipping Co., Inc. vs. Gallo, 229 SCRA 654, 662, February 4, 1994; Marcos vs. NLRC, 248 SCRA 146, September 8, 1995; JGB & Associates, Inc. vs. NLRC , 254 SCRA 457, 465, March 7, 1996; American Home Insurance vs. NLRC, 259 SCRA 280, 293, July 24, 1996.

[33] 97 SCRA 715, 729-730, May 17, 1980, per Guerrero, J ., cited in Lopez Sugar Corp. vs. Federation of Free Workers, supra, pp. 192-93.

[34] Valiant Machinery & Metal Corp. vs. NLRC, 252 SCRA 369, 377, January 25, 1996, citing RCPI vs. NLRC, 210 SCRA 222, June 22, 1992. See also Kingsize Manufacturing Corp. vs. NLRC, 238 SCRA 349, 357, November 24, 1994; Vallacar Transit, Inc. vs. NLRC, 246 SCRA 460, 463, July 17, 1995; Industrial Timber Corp. vs. NLRC, GR No. 112069, February 14, 1996.

[35] § 4 (b), Rule I, Book VI of the Omnibus Rules Implementing the Labor Code.

[36] Naguiat vs. NLRC, 269 SCRA 564, 582-583, March 13, 1997, citing AC Ransom Labor Union-CCLU vs. NLRC, 142 SCRA 169, June 10, 1986.

[37] Ibid., p. 585.

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