

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT  
THIRD DIVISION**

**ASSOCIATED WORKERS UNION-  
PTGWO,**  
*Petitioner,*

*-versus-*

**G.R. Nos. 87266-69  
July 30, 1990**

**THE NATIONAL LABOR RELATIONS  
COMMISSION (EN BANC), METRO  
PORT SERVICE, INC., MARINA PORT  
SERVICES, INC., ADRIANO S. YUMUL  
and 10 OTHER INDIVIDUAL  
RESPONDENTS REPRESENTED BY  
ATTY. EPIFANIO JACOSALEM,**  
*Respondents.*

X-----X

**MANILA PORT SERVICES, INC.,**  
*Petitioner,*

*-versus-*

**G.R. Nos. 91223-26  
July 30, 1990**

**HON. ARTHUR G. AMANSEC AND  
ADRIANO YUMUL, PABLITO  
REANDELAR, MACARIO DE LUNA,  
JR., ADAN MENDOZA, SMITH  
CARLOTA, EMERECIANO VERGARA,  
ROMEO ABACAN, LEONARDO  
ROMULO, ELINO JOSE, and  
CATINDIANO CALUAG  
(COLLECTIVELY CALLED AWUM),  
*Respondents.***

X-----X

## **DECISION**

**FELICIANO, J.:**

These cases have been usually difficult for the Court, not because the issues posed are in themselves intellectually demanding, but because of problems generated by the procedure adopted by the parties in coming before this Court. The incidents subject of these cases spawned multiple cases and petitions before the National Labor Relations Commission (“NLRC”). After the NLRC rendered a consolidated decision, the parties, in turn, filed multiple separate *certiorari* petitions to the Court on a staggered and piecemeal basis. This situation resulted in a number of discrete discussions of issues actually inter-related, since the Court, at any one time, could only see a small part of the whole picture and decide only on the basis of what it could see. In what follows, we have tried to put the whole picture together and to render comprehensive and substantial justice to all the parties.

On 26 October 1984, petitioner Associated Workers Union (“AWU”) — PTGWO, the then bargaining representative of the dock workers at South Harbor, Port Area, Manila, filed a Notice of Strike against

respondent Metro Port Service, Inc. (“Metro”), the then arrastre contractor in the South Harbor, on the issues, among others, of unfilled vacancies and union busting. This was docketed as NLRC Case No. NCR-NS-10-288-84.

On 3 April 1985, the abovementioned case was certified in an Order by the then Minister of Labor and Employment to the NLRC for compulsory arbitration; the Order also forbade the holding of strikes or lockouts.<sup>[1]</sup> The case was docketed as Certified NLRC Case No. 0403-85. In the latter case, one of the demands raised by AWU was that Metro terminate the employment of respondents Adriano Yumul and ten (10) others (individual respondents), for having organized, on 26 October 1984, the Associated Workers Union in Metroport (“AWUM”) among the rank-and-file employees of Metro, ostensibly as a local or chapter of AWU. AWU had earlier expelled individual respondents from membership in AUW for disloyalty and, pursuant to the closed-shop provision of the existing AWU-Metro collective bargaining agreement (“CBA”), sought the termination of their employment.

Metro initially resisted AWU’s request to terminate the employment of individual respondents, contending that the termination would be premature as individual respondents had not been afforded due process, and that the termination would be violative of the status quo agreement in NLRC Case No. NCR-NS-10-288-84.<sup>[2]</sup> Metro, however, eventually relented and suspended individual respondents after AWU – despite the express prohibition in the Order dated 3 April 1985 – staged a strike against it. On 18 April 1985, Metro executed a Compromise Agreement (“Agreement”) with AWU to end the strike, item No. 2 of which stipulated:

“At the instance of the union, [Metro] agrees to preventively suspend [individual respondents] effective immediately.”<sup>[3]</sup>

The Agreement was attested to by then Deputy Labor Minister Carmelo Noriel.

As a result of Metro’s implementation of the Agreement, individual respondents on 30 April 1985 filed a complaint against Metro,

docketed as NLRC Case No. NCR-4-1372-85. Metro in that case filed in turn a third-party complaint against AWU and its officers.

Metro in April 1985 also filed a complaint for illegal strike with damages against AWU and its officers, docketed as NLRC Case No. NCR-4-1341-85. On 21 June 1985, Labor Arbiter Ceferina Diosana in an Order directed Metro provisionally to reinstate individual respondents pending resolution of the issues raised therein, with which Order Metro complied.

On 15 July 1985, AWU filed a petition for injunction against Metro, docketed as NLRC Injunction Case No. 993, praying for issuance of a temporary restraining order stopping the implementation of the Order of provisional reinstatement, and for Metro's compliance with the Agreement providing for the suspension of individual respondents. On 1 August 1985, the NLRC in an En Banc Resolution directed Metro to comply with the Agreement, and Metro complied and re-suspended individual respondents. Individual respondents' petition before the NLRC for preliminary mandatory injunction on 30 August 1985, praying "that pursuant to the Implementing Rules of Batas Pambansa Blg. 130, [Metro] be ordered to pay their salaries and allowances from and after their initial preventive suspension of thirty (30) days and until their actual reinstatement," was not acted upon.

All the above-mentioned cases, to wit: (a) Certified NLRC Case No. 0403-85 (NCR No. NS-10-288-84); (b) NLRC Case No. NCR-4-1341-85; (c) NLRC Case No. NCR-4-1372-85; and (d) NLRC Injunction Case No. 993, were ordered consolidated before the NLRC en banc.

On 4 September 1986, the NLRC rendered a consolidated Decision. In Certified NLRC Case No. 0403-85, the NLRC ruled that: (a) respondent Metro cannot be compelled to fill up vacancies with AWU's recommendees; (b) respondent Metro cannot be held liable for union busting, the issue of the medically impaired workers having become moot and academic; and (c) the compulsory retirement of AWU's members who have reached the age of 60 years is a valid exercise of management prerogative.

In NLRC Case No. NCR-4-1372-85, the NLRC, finding that AWU was a national union, and that individual respondents have the right to

organize themselves into a local chapter thereof, the formation of which was a protected activity and could not be considered as disloyalty, held the suspension or dismissal of individual respondents as illegal and, in relation to NLRC Injunction Case No. 993, ordered their reinstatement with backwages, to be paid solidarily by AWU and respondent Metro.

In NLRC Case No. NCR-4-1341-85, the NLRC found the strike staged by AWU not illegal, holding that AWU was of the belief, although erroneously, that it could validly stage a strike during the pendency of its motion for reconsideration of the Minister's Order dated 3 April 1985 enjoining a strike or lockout.

Both AWU and Metro filed separate motions for reconsideration of the consolidated Decision.

Meanwhile, on 21 July 1986, petitioner Marina Port Services, Inc. ("Marina"), by virtue of a Special Permit issued by the Philippine Ports Authority, started operations as the arrastre operator at the Manila South Harbor vice Metro. On November 1986, individual respondents in a Motion/Manifestation prayed that Marina be included as party-respondent.

On 27 July 1987, the NLRC in a Resolution denied AWU's and Metro's motions for reconsideration of the consolidated Decision dated 4 September 1986, but (acting on individual respondents' Motion Manifestation) with the modification limiting Metro's liability for backwages to wages accruing up to July 20, 1986 and ordering Marina to reinstate individual respondents with backwages and allowances starting from 21 July 1986. Marina complied with the Resolution by reinstating individual respondents through its payroll retroactive to 21 July 1986.

AWU thereafter in G.R. Nos. 87266-69 filed with the Court a Petition for *Certiorari* on 14 March 1989 praying for the reversal of the decision of the NLRC in NLRC Case No. NCR-NS-10-288-84 and NLRC Injunction Case No. 993 (praying principally for reversal of the order holding that respondent Metro could not be compelled to fill up vacancies with AWU's recommendees) and in NLRC Case No. NCR-4-1372-85 (praying chiefly for reversal of the order reinstating the

eleven [11] private respondents to their former positions with backwages payable solidarily by AWU and respondent Metro). These cases (G.R. Nos. 87266-69) were assigned to the Third Division of the Court.

Marina, meantime, had gone to the Court on *certiorari* on 14 June 1988 in G.R. Nos. 81256-59 (entitled “Marina Port Services, Inc. vs. National Labor Relations Commission, Metro Port Service, Inc., Associated Workers Union [AWU-PTGWO], and Associated Workers Union in Metro Port [AWUM]” protesting, on grounds of alleged denial of due process, its inclusion by the NLRC as a party in NLRC Case No. NCR-4-1372-85 and its being required to reinstate individual respondents with backwages. In dismissing these cases (G.R. Nos. 81256-59) on 3 August 1988, the Court held that:

“The decision to include Marina in the questioned [NLRC Resolution dated 17 July 1987] is based on Par. ‘7’ of the Special Permit granted to Marina which states that ‘Labor and personnel of previous operator, except those positions of trust and confidence, shall be absorbed by the grantee.’ Besides, the petitioner was able to file not only a Motion for Reconsideration of the Questioned Resolution but also a Motion to Set Aside Motion/Manifestation and Remarks on the Comment of Metro Port. The lack of due process at the beginning, of any, was cured by the above motions that the petitioner was able to file.”<sup>[4]</sup>

On 13 April 1988, Metro in G.R. No. 82705 (entitled “Metro Port Services, Inc. vs. National Labor Relations Commission, Associated Workers Union-PTGWO, Marina Port Services, Inc., and Adriano Yumul [and 10 others]”) went to this court again and assailed the NLRC ruling in NLRC Case No. NCR-4-1372-85 and NLRC Injunction Case No. 993. Metro claimed that it should not have been held solidarily liable with AWU because it had merely suspended individual respondents pursuant to the Agreement dated 18 April 1985 it had executed with AWU and, later, had merely obeyed the Resolution of the NLRC dated 1 August 1985 ordering Metro to re-suspend individual respondents. In similarly dismissing Metro’s petition, the Court in G.R. No. 82705, held:

“Considering that the petitioner was a party to the compromise agreement with AWU which provided that ‘at the instance of the union, the company agrees to preventively suspend Adriano S. Yumul and eleven associates effective immediately’ and accordingly suspended the private respondents despite the suspension being contrary to law, the petitioner should be made solidarily liable with AWU for the backwages and allowances that the private respondents may have been entitled to during their suspension. The petitioner’s liability, however, should not extend to the time that respondent NLRC ordered it to re-suspend the private respondents.<sup>[5]</sup> (Italics supplied.)

Judgment was entered in G.R. Nos. 81256-59 and G.R. No. 82705 on 23 September 1988 and 4 July 1989, respectively, and the cases were remanded to the Labor Arbiter of origin for execution.

On 18 September 1989, the Labor Arbiter issued a writ of execution against Marina to reinstate individual respondents and to pay them the amount of P154,357.00 representing salary adjustments. Marina moved to quash the writ of execution questioning the award of P154,357.00, but without success. Marina thereafter appealed to the NLRC assailing the Labor Arbiter’s refusal to quash the writ of execution.

On 23 November 1989, Marina received an Order from the Executive Labor Arbiter dated 15 November 1989, requiring the release of any garnished deposit from its bank, holding that no seasonable appeal from the 7 November 1989 Order denying Marina’s motion to quash had been taken. Marina filed a Manifestation dated 23 November 1989, arguing that it had filed an appeal with the NLRC within the 10-day reglementary period.

On 6 December 1989, the Executive Labor Arbiter issued a writ of execution requiring Marina: (a) to reinstate individual respondents and to pay them the amount of P154,357.00 representing salary adjustments; and (b) to implement and honor the legality of the organization and registration of AWUM as the local chapter of AWU. Marina then once more went to the Court in G.R. Nos. 91223-26 and filed a Petition for *Certiorari* to invalidate the writ of execution, pleading that: (a) execution had been ordered without due regard for

its right of appeal from the Labor Arbiter's Order; and (b) execution would result in its being made to pay more than what is called for by the ruling of the Court in G.R. No. 82705, where the Court affirmed the NLRC ruling that Marina "should be made solidarily liable with AWU for the backwages and allowances that the private respondents may have been entitled to during their suspension [although liability] should not extend to the time that respondent NLRC ordered it to re-suspend the private respondents." These cases (G.R. Nos. 91223-26) were assigned to the First Division of the Court. On 20 December 1989, a temporary restraining order was issued by the First Division of the Court to enjoin the implementation of the Executive Labor Arbiter's Order of 6 December 1989.

On 16 April, 1990, G.R. Nos. 91223-26 were consolidated with G.R. Nos. 87266-69.

## I

1. Deliberating on the instant Petition for *Certiorari*, the Court in G.R. Nos. 87266-69 considers that petitioner AWU has failed to show grave abuse of discretion or any act without or in excess of jurisdiction on the part of the NLRC in Certified NLRC Case No. 0403-85 (NCR No. NS-10-288-84). The NLRC was correct there in holding that respondent Metro cannot be compelled to fill up vacancies with AWU's recommendees, as the CBA between AWU and respondent Metro granted the latter the right to "fill or not to fill-up vacancies"; that the issue of the medically impaired employees had already been raised in another Notice of Strike filed by AWU against respondent Metro on 16 September 1985, and both parties had agreed to abide by the recommendation and decision of an examining physician selected by them; and that the existing CBA grants respondent Metro the right to compulsorily retire any member of AWU who had reached 60 years of age, which right has been exercised by Metro.
2. The NLRC, however, misappreciated the relevant facts in NLRC Case No. NCR-4-1372-85 and NLRC Injunction Case No. 993. While it is true that AWUM as a local union, being

an entity separate and distinct from AWU, is free to serve the interest of all its members and enjoys the freedom to disaffiliate, such right to disaffiliate may be exercised, and is thus considered a protected labor activity, only when warranted by circumstances. Generally, a labor union may disaffiliate from the mother union to form a local or independent union only during the 60-day freedom period immediately preceding the expiration of the CBA.<sup>[6]</sup> Even before the onset of the freedom period (and despite the closed-shop provision in the CBA between the mother union and management) disaffiliation may still be carried out, but such disaffiliation must be effected by a majority of the members in the bargaining unit.<sup>[7]</sup> This happens when there is a substantial shift in allegiance on the part of the majority of the members of the union. In such a case, however, the CBA continues to bind the members of the new or disaffiliated and independent union up to the CBA's expiration date.<sup>[8]</sup>

The record does not show that individual respondents had disaffiliated during the freedom period. The record does, however, show that only eleven (11) members of AWU (individual respondents) had decided to disaffiliate from AWU and form AWUM. Respondent Metro had about 4,000 employees, and around 2,000 of these were members of AWU.<sup>[9]</sup> It is evident that individual respondents had failed to muster the necessary majority in order to justify their disaffiliation. (In fact, it was only on 5 December 1985 that individual respondents were finally able to register an independent union called Metroport Workers Union [MWU].<sup>[10]</sup> Even then, in the absence of allegation by AWUM [MWU] of the exact number of its members, the Court presumes that only twenty percent [20%] of the employees of Metro had joined MWU).<sup>[11]</sup> Thus, in the referendum held on 7 January 1985 at the PTGWO compound (where representatives of the Ministry of Labor and Employment were present) to determine whether individual respondents should be expelled from AWU, 1,229 members (out of 1,695 members present) voted for expulsion of individual respondents.<sup>[12]</sup>

The individual respondents here have failed to present proof of their allegation that the 1,695 members of AWU were not employees of respondent Metro alone; the Court therefore presumes that those who voted for their expulsion were bona fide employees of respondent Metro. Moreover, individual respondents failed to allege that their expulsion for disloyalty violated AWU's constitution and by-laws.<sup>[13]</sup> In sum, the attempted disaffiliation of the eleven (11) private respondents from the petitioner mother union and the effort to organize either a new local of the mother union or an entirely new and separate union, did not, under the circumstances of this case, constitute protected activities of the eleven (11) individual respondents.

## II

In view of the conclusion reached above in G.R. Nos. 87266-69, i.e., that AWU was justified in expelling from its membership the eleven (11) individual respondents, the question now arises: how and to what extent does such conclusion affect the liability of Metro, and Marina (as successor-employer)? It will be recalled that the Resolutions of this Court in G.R. Nos. 81256-59 and 82705 dismissing the Petitions for *Certiorari* of both Metro and Marina assailing the NLRC consolidated Decision of 4 September 1986 insofar as their (Metro's and Marina's) liability for reinstatement and backwages of the individual respondents thereunder is concerned, became final and judgment entered therein, sometime ago.

1. So far as concerns AWU's liability under the NLRC consolidated Decision, it should in the first place be pointed out that the Court did not make any pronouncement either in G.R; Nos. 81256-59 or in G.R. No. 82705 concerning AWU's liability. In G.R. No. 82705, the Court merely acted on the issue raised by petitioner Metro: that Metro should not be liable at all for reinstatement and backwages considering that Metro was only pressed into suspending individual respondents because of AWU's threat to strike. In

dismissing Metro's Petition, the Court in G.R. No. 82705 in effect merely held that Metro, whatever the liability of AWU might be in respect of the expulsion of individual respondents, could not escape liability by throwing all responsibility upon AWU; and that Metro could not validly plead that it was under duress when it executed the Agreement with AWU providing for, among other things, the preventive suspension of individual respondents.

The Court is, of course, aware that AWU was a party-respondent in both G.R. Nos. 81256-59 and 82705, and that AWU had in fact filed a Comment in both G.R. Nos. 81256-59 and 82705. Nonetheless, the Court did not either in G.R. Nos. 82156-59 or in G.R. No. 82705 in fact make a determination of the legality of AWU's expulsion of individual respondents from its membership. The Court in G.R. No. 82705 held only that the liability of Metro was solidary in nature, i.e., solidary with AWU, whatever AWU's liability might be; and it may be well to recall that solidary liability is different from secondary liability. In G.R. Nos. 81256-59, the Court simply held that Marina was properly impleaded in the underlying cases and could not be absolved from responsibility for reinstatement and backwages upon the ground of denial of due process.

2. Thus, so far as concerns the liability of Metro and Marina for reinstatement with backwages of individual respondents under the consolidated NLRC Decision, the pre-eminent fact is that the Court's Resolutions in G.R. Nos. 81256-59 and 82705 dismissing their Petitions are already final. The liabilities of Metro and Marina for reinstatement and backwages under the consolidated NLRC Decision have become fixed and definite, with the modification decreed by the Court in G.R. No. 82705 in so far as backwages were concerned. Thus, the conclusion we today have reached in G.R. Nos. 87266-69 cannot benefit Metro and Marina and will not dissolve their already fixed and definite liabilities.
3. Turning to the question of the backwages due to the eleven (11) individual respondents, three (3) different time periods

are relevant here and must be distinguished from one another:

First Period: From 18 April 1985 to 21 June 1985: the Compromise Agreement between Metro and AWU to end the strike, in which Metro agreed to preventively suspend the eleven (11) individual respondents, was effected on 18 April 1985 and implemented immediately. The Labor Arbiter on 21 June 1985 ordered Metro to reinstate provisionally the eleven (11) individual respondents and Metro complied.

Second Period: From 1 August 1985 up to 27 July 1987: the NLRC, pursuant to the urging of AWU, ordered Metro to re-suspend the individual respondents on 1 August 1985 and Metro again complied with this Order. Approximately two (2) years later, on 27 July 1987, NLRC ordered Metro/Marina to reinstate the individual respondents and Marina complied by reinstating the individual respondents on the payroll, i.e., paying their salaries although they were not allowed to work on their jobs.

Third Period: From 28 July 1987 to 18 September 1989: on 18 September 1989, the Labor Arbiter issued the questioned writ of execution ordering, among other things, Marina to reinstate formally the individual respondents.

Under the consolidated NLRC Decision, Metro/Marina are liable for the backwages accruing during the First and Third Periods above indicated. In respect of the Second Period, however, the Court in G.R. No. 82705, as already pointed out earlier, held that Metro/Marina should not be held liable for backwages accruing during that period. Strictly speaking, in view of our conclusion above that AWU was justified in expelling individual respondents from its membership, neither AWU nor Metro/Marina would be liable to individual respondents for the backwages accruing during this Second Period.

4. In the interest of substantial and expeditious justice, however, we believe that the backwages accruing during the Second Period should be paid and shared by AWU and by Metro/Marina, on a 50-50 basis. We here establish this equitable allocation of ultimate responsibility in order to forestall further litigation between AWU and Metro/Marina and individual respondents in respect of claims and countering claims for payment or reimbursement or contribution and to put a definite end to this prolonged and costly confrontation among the several parties.

The equitable considerations which impel us to hold AWU liable for one-half (1/2) of the backwages during the Second Period include:

- (a) the fact that Metro had been reluctant to comply with the demand of AWU to terminate the services of individual respondents and had wanted to give the latter procedural due process, but gave in to the demands of AWU;
  - (b) that AWU had pressed Metro very hard and indeed went on strike against Metro when Metro refused simply to terminate the services of the individual respondents;
  - (c) that AWU, instead of waiting for final judicial determination of the legality of its expulsion of individual respondents, chose to importune the NLRC to issue the order requiring the re-suspension of the individual respondents on 1 August 1985, with which order Metro eventually complied.
5. Turning to Metro/Marina, we note that, apart from the finality of the Court's Resolutions in G.R. Nos. 81256-59 and 82705, there is independent basis for holding Metro/Marina responsible for reinstatement with backwages accruing throughout the three (3) periods above indicated. The equitable considerations which lead us to hold

Metro/Marina responsible for one-half (1/2) of the backwages accruing during the above Second Period relate to the failure of Metro to accord individual respondents procedural due process by giving them reasonable opportunity to explain their side before suspending or dismissing them. Such dismissal was accordingly in violation of the Labor Code.<sup>[14]</sup> Notwithstanding AWU's closed-shop clause in the CBA, Metro was bound to conduct its own inquiry to determine the existence of substantial basis for terminating the employment of individual respondents.<sup>[15]</sup> That AWU, disregarding the Minister of Labor and Employment's express order, had threatened to go on strike, and indeed actually went on strike, if Metro had continued with the services of individual respondents, did not relieve Metro from the duty to accord procedural due process to individual respondents.<sup>[16]</sup>

6. The portion of the Writ of Execution issued by the Executive Labor Arbiter requiring Marina to pay salary differentials in the total amount of P154,357.00 accruing during the period from 20 July 1986 up to October 1989, should be modified to conform with the above legal and equitable allocation of liability for the backwages which had accrued during the three (3) Periods above mentioned during which the individual respondents were suspended. The salary differentials, as we understands it, refer to increases in the prevailing wages accruing partly during the Second Period and partly during the Third Period as above indicated. In other words, the salary differentials accruing from 20 July 1986 up to 27 July 1987 should be borne on a 50-50 basis by AWU on the one hand and Metro/Marina on the other. The salary differentials accruing from 28 July 1987 up to 18 September 1989 shall be borne exclusively by Marina.
7. The portion of the Writ of Execution issued by the Executive Labor Arbiter which requires Marina to recognize the legality of the organization and registration of AWUM (now MWU) as a local chapter of AWU, is inconsistent with the conclusions we have set forth in Part I above, and must be deleted. What was in fact eventually established by

individual respondents was a separate, independent union called Metro Port Workers Union (MWU) which was not entitled, during the time periods here relevant, to recognition as the bargaining unit in CBA negotiations.

**ACCORDINGLY**, the Court Resolved:

***In G.R. Nos. 87266-69:***

- (a) To **DISMISS** the Petition for *Certiorari* in respect of Certified NLRC Case No. 0403-855 (NCR-NS-10-288-84) for lack of merit; and
- (b) To **GRANT** partially the Petition for *Certiorari* in respect of NLRC Case No. NCR-4-1372-85 and NLRC Injunction Case No. 993. The consolidated Decision of the NLRC dated 4 September 1986 ordering AWU and Marina to pay solidarily the backwages of individual respondents, as well as the NLRC Resolution of 27 July 1987 denying AWU's and Metro's Motions for Reconsideration, are hereby **MODIFIED** so as to require AWU and Metro/Marina to pay, on a 50-50 basis, to individual respondents the backwages which accrued during the Second Period, i.e., from 1 August 1985 up to 27 July 1987.

***In G.R. Nos. 91223-26:***

To **GRANT** partially the Petition. The Order of the Executive Labor Arbiter dated 6 December 1989 is hereby **MODIFIED** so as (a) to require AWU and Metro/Marina on a 50-50 basis to pay the salary differentials accruing during the period from 20 July 1986 up to 27 July 1987, and Marina alone to pay the salary differentials accruing from 28 July 1987 up to 31 October 1989, and so as (b) to delete the portion requiring Marina to recognize AWUM (MWU) as the local chapter of AWU. The Temporary Restraining Order issued by the Court on 20 December 1989 is hereby **LIFTED** so as to permit enforcement of the Order of the Executive Labor Arbiter as herein modified.

**No pronouncement as to costs.**

## **SO ORDERED.**

**Fernan, C.J., Gutierrez, Jr., Bidin and Cortes, JJ., concur.**

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- [1] Rollo, p. 4, in G.R. No. 82705.
- [2] Comment of the Solicitor General, Rollo, p. 114, in G.R. No. 82705.
- [3] Rollo, p. 5, in G.R. No. 82705.
- [4] Rollo, p. 105, in G.R. Nos. 81256-59.
- [5] Rollo, p. 198, G.R. No. 82705.
- [6] *Tanduay Distillery Labor Union vs. National Labor Relations Commission, et al.*, 149 SCRA 470 (1987).
- [7] *People's Industrial and Commercial Employees' and Workers' Organization (FFW) vs. People's Industrial and Commercial Corporation*, 112 SCRA 440 (1982); *Volkschel Labor Union vs. Bureau of Labor Relations*, 137 SCRA 42 (1985).
- [8] See *Benguet Consolidated, Inc. vs. BCI Employees & Workers Union-PAFLU*, 23 SCRA 465 (1968); *Elisco-Elirol Labor Union (NAFLU) vs. Noriel*, 80 SCRA 682 (1977).
- [9] Record on Appeal, NLRC Case No. NCR-4-1341-85, p. 40.
- [10] Rollo, p. 113, in G.R. Nos. 91223-26.
- [11] Article 234, Labor Code.
- [12] Record on Appeal, NLRC Case No. NCR-NS-10-288-84, p. 64.
- [13] *Lirag Textile Mills, Inc. vs. Blanco, et al.*, 109 SCRA 87 (1981).
- [14] Article 278 of the Labor Code, as amended by B.P. Blg. 130, provides:

x x x

the employer shall furnish the worker whose employment is sought to be terminated a written notice containing a statement of the causes for termination and shall afford the latter ample opportunity to be heard and to defend himself.”

- [15] *Liberty Cotton Mills Workers' Union, et al. vs. Liberty Cotton Mills, et al.*, 90 SCRA 391 (1979).
- [16] *Carino vs. National Labor Relations Commission, et al.*, G.R. No. 91086, promulgated 8 May 1990.