

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

**BALAYAN COLLEGES, represented by
LUIS N. LOPEZ, President,
*Petitioners,***

-versus-

**G.R. No. 101070
March 14, 1996**

**NATIONAL LABOR RELATIONS
COMMISSION ELIZABETH CONSUL,
DIVINAGRACIA CHUA and EDUARDO
LAINEZ,
*Respondents.***

X-----X

**ELIZABETH CONSUL, DIVINAGRACIA
CHUA, and EDUARDO LAINES,
*Petitioners,***

-versus-

**G.R. No. 101289
March 14, 1996**

**NATIONAL LABOR RELATIONS
COMMISSION, ELIZABETH CONSUL,
DIVINAGRACIA CHUA and EDUARDO
LAINES,**

Respondents.

X-----X

DECISION

KAPUNAN, J.:

Before us are two (2) Petitions for *Certiorari* under Rule 65 of the Rules of Court seeking to set aside the decision rendered by public respondent National Labor Relations Commission, affirming with modification the decision of the Labor Arbiter, deleting therefrom the award of damages and attorney's fees in favor of herein employees.

Briefly, the facts of the two (2) cases, which were ordered consolidated by this Honorable Court on February 3, 1992,^[1] are as follows:

Eduardo Laines, Elizabeth Consul and Divinagracia Chua (herein referred to as the teachers), were the Dean of Business Administration, Dean of Education and High School Principal, respectively of Balayan Colleges (Balayan for short). They are all masteral degree holders and occupy positions equivalent to department heads. In addition, they were also teaching part time in the college.

Sometime in February 1988 the teachers verbally requested Balayan's Administrative Committee to increase their compensation as part-time instructors from P14.00 to P20.00 per hour, the rate then being received by full-time instructors who were their subordinates.

This was followed by a formal written request on August 29, 1988 where the teachers outlined the reason for the increase in their hourly teaching rates. No action was however made by management despite repeated follow-ups. Later, the reply came in the form of a Memorandum dated November 29, 1988 through its President, instructing the teachers to submit their individual position on their request for the increase in teaching rates.

Instead of complying with the aforesaid memorandum, the teachers wrote a letter address to Balayan's Administrative Committee to provide the school board with a "basis for a possible decision" on their request for the rate increase, despite receipt by the Committee of their earlier position papers dated August 29, 1988. They informed the Committee that they would no longer submit their individual position papers required in the Memorandum and they would stop teaching in the College Department effective that date, December 1, 1988.

Obviously irked by the teachers' stance, Balayan's President in the letter dated December 4, 1988 terminated their services as instructors and required them to explain within seventy-two (72) hours why they should not be dismissed from their respective positions of Dean of Education, Dean of Business Administration and High School Principal, respectively. At the same time, the teachers were placed under preventive suspension.

On December 7, 1988, the teachers submitted their written explanations denying the charges against them. Meanwhile, they wrote and complained to the Department of Education Culture and Sports (DECS) regarding the preventive suspension slapped on them. In response to this letter, DECS officials went to the Balayan and held a dialogue with the parties to resolved the problem. On December 15, 1988 The DECS officials came out with a report with the following recommendations:

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1. That the Administrative committee recommends to the President to consider the request of the department heads to make their per hour rate of P14.00 in teaching comparable to

the per hour rate of P20.06 of other collegiate faculty members;

2. That the Administration issue a policy that the teaching schedule of departments and other administrative and supervisory officials should be from 7:00 a.m. to 9:00 a.m., 12:00 noon to 2:00 p.m. and 4:00 p.m. to the last period in the evening;
3. That the administration issue a policy requiring all administrative and supervisory, personnel, faculty members and employees to use the bundy clock. They should punch in upon arrival and punch out upon departure their time card;
4. That the college through the department heads stops offering tutorial classes which in any way prohibited by the DECS;
5. That collegiate classes be resumed immediately;
6. That the administration release the 13th month's checks of the department heads; and
7. That the DECS Regional Office be informed of the actions taken on the aforecited recommendations.^[2]

Thus, on January 3, 1989, with the intercession of the DECS Officials, the teachers voluntarily resumed their teaching jobs for which they were paid their salaries based on the old rate. On January 11, 1989, the teachers once again asked for a conference with the Administrative Committee to find out the decision of the Board of Trustees regarding their case.

The request for a conference was not granted. Instead, Balayan's President Luis N. Lopez, sent a letter dated January 17, 1989 terminating their services as department heads effective immediately for "loss of confidence, insubordination, commission on acts detrimental on the school, disobedience to the company rules and regulations, misconduct the breach of trust." In a separate letter of the same date, Mr. Lopez informed them that their resumption of their teaching jobs on January 3, 1989 was invalid and that their

services as instructors were considered terminated. Both letters of termination were received by the teachers on January 17, 1989.

What started as a simple request for pay increase became a full-blown controversy that involved not only the school administration and the three teachers, but also the students, the rest of the faculty, and even the officials of the Department of the Education Culture and Sports (DECS), precipitating mass walkouts from sympathetic students and faculty members and culminated in the eventual closure of the school's college department effective the school year 1989-1990.

On February 1, 1989, Consul, Chua and Lainez filed separate complaints for illegal dismissal, back salaries and damages against Balayan before the Department of Labor and Employment Sub-Regional Arbitration Branch IV at San Pablo City.^[3] After a hearing on the merits, the Labor Arbiter rendered a Decision on August 16, 1990, ordering the reinstatement of Consul, Chua and Lainez to their previous positions as department heads and awarding them backwages, moral and exemplary damages and attorney's fees. The dispositive portion of the decision reads:

WHEREFORE, premises considered, judgment is hereby rendered:

1. declaring the dismissal of complainants EDUARDO LAINEZ, ELIZABETH CONSUL and DIVINAGRACIA as illegal and unjustified;
2. ordering respondent BALAYAN COLLEGES, represented by its President, MR. LUIS N. LOPEZ, to reinstate the complainants to their former positions as department heads of the respondent school effective SEPTEMBER 01, 1990 without loss of seniority rights and with full backwages from January 17, 1989 when they were illegally dismissed up to August 30, 1990, using the following formula:

January 17, 1989 to August 30, 1990 = 19.5 months
x Complainants' Latest Salary Received

Thus, respondent BALAYAN COLLEGES, represented by its President, MR. LUIS N. LOPEZ is hereby ordered to pay complainants their backwages as follows:

- a. EDUARDO LAINEZ P78,234.00
 - b. ELIZABETH CONSUL 54,561.00
 - c. DIVINAGRACIA CHUA 56,394.00
- P189,189.00
=====

3. ordering the respondent BALAYAN COLLEGES represented by its President MR. LUIS N. LOPEZ to pay complainants the amount of ONE HUNDRED THOUSAND (P100,000.00) PESOS each as payment of moral damages and the amount of TWENTY THOUSAND (20,000.00) PESOS each as exemplary plus attorney's fees in the amount equivalent to 10% of the total monetary awards due to the complainants.

SO ORDERED.^[4] On appeal, the NLRC affirmed the decision with modification.^[5] It deleted the award of damages and attorney's fees, for the allege failure of the teachers to submit evidence to prove that they were entitled to the same.

Both parties for the reconsideration of the NLRC's decision. On the part of Balayan, it manifested that its collegiate courses were closed effective April 15, 1990 of the school year 1989-1990. In which case, the NLRC, by Resolution dated June 28, 1991,^[6] modified its decision by reducing the award of backwages to Consul, Chua and Lainez to be computed from January 17, 1989 to April 15, 1990. The NLRC, likewise, ordered the payment of separation pay to Eduardo Lainez and Elizabeth Consul instead of their reinstatement, as their positions were no longer existing.

On September 17, 1991, upon motion of the three teachers, the NLRC issued a new Decision clarifying the June 28, 1991 Resolution to wit:

The separation pay of the complainant Lainez should be reduced by two years it appearing that he started employment with Balayan Colleges in June 1969 which was interrupted for

two school years in 1975-1976 and 1976-1977. He resumed serving the respondent in the school year 1977-1978 until his illegal dismissal on April 15, 1990. Hence, his separation pay should be:

Eduardo Lainez — April 1990 less June 1969 equals 20 years and 10 months less 2 years = 18 years and 10 months or 19 years. A service of over 6 months being considered as one year. The difference of 3 months missed in the previous computation would not have changed the number of years of service of complainant. $P4012.00 \times 19$ years = P76,228.00.

Using the formula above indicated, the number of years of service of complainant Consul should be increased by one year, there being an over 6 months of service in her employment. Hence:

Elizabeth Consul — April 1990 less June 1971 equals 18 years and 10 months or 19m years $\times P2,798.00 = P53,162.00$ ^[7] Dissatisfied with the NLRC decision, both parties filed separate petitions before this Court, which were ordered consolidated on February 3, 1992.

In G.R. No. 101070, Balayan alleges that:

- I. THE NLRC ERRED WHEN IT AWARDED SEPARATION PAY TO COMPLAINANTS WHO WERE SEPARATED FROM WORK FOR JUST AND LAWFUL CAUSES.
- II. THE NLRC ERRED AND/OR COMMITTED SERIOUS ERRORS OF LAW IN ITS QUESTIONED DECISION/RESOLUTION WHEN:
 - a) It whimsically and capriciously ignored the force closure of the college department on April 15, 1989 and not on April 15, 1990 and backwages, if any, should be computed only up to April 15, 1989 in accordance with the Article 284 of the Labor Code.

b) It culpably and grossly misappreciated and evaded petitioner's evidence on record.^[8]

In G.R. No. 101289, Consul, Chua and Lainez contend that:

- I. RESPONDENT COMMISSION COMMITTED A GRAVE ABUSE OF DISCRETION IN NOT DECLARING THE APPEAL OF PRIVATE RESPONDENT AS FRIVOLOUS AND DILATORY.
- II. RESPONDENT COMMISSION COMMITTED A GRAVE ABUSE OF DISCRETION AND/OR ERROR OF LAW IN DELETING THE AWARD FOR DAMAGES AND ATTORNEY'S FEES IN FAVOR OF PETITIONERS NOTWITHSTANDING THE FACT THAT THEY WERE NOT RAISED AS ISSUES ON APPEAL IN VIOLATION OF PARAGRAPH (C), SECTION 5, RULE VIII OF THE REVISED RULES OF PROCEDURE OF THE NLRC DATED 05 NOVEMBER 1986, AND IN VIOLATION OF THE NEW CIVIL CODE ON DAMAGES AND ATTORNEY'S FEES.^[9]

In G.R. No. 101289, Balayan maintains the complainants were separated for just and lawful causes. The teachers' refusal to submit the individual position papers and their statement that they will stop teaching was viewed as an act of insubordination and abandonment of their work. We are persuaded. The facts found by the Labor Arbiter and the NLRC do not support a case of abandonment.

For abandonment to constitute a valid cause of termination, there must be a deliberate, unjustified refusal of the employee to resume his employment.^[10] Thus, in order that a finding of abandonment may justly be made, there must be a concurrence of two elements, viz.: (1) the failure to report for work or absence without valid or justifiable reason; and (2) a clear intention to sever the employer-employee relationship.

In the instant case, it is quite clear that the teacher never had the intention to cut their employment from the school. They continued with their functions as Dean of AB-Education, Dean of Business

Administration and High School Principal, respectively. All what they were questioning was the teaching rate they were receiving as part-time instructors. Feeling degraded and aggrieved by the fact that they were receiving less than the other collegiate instructors who were considered to be their subordinates, they asked for an increase in the hourly teaching rate from P14.00 to P20.06 per hour.

It must be noted that Consul, Chua and Lainez were appointed as full-time administrative heads. They were not supposed to do part-time teaching within their office hours as administrative heads, but was an otherwise irregular practice was allowed or tolerated by the school authorities. This being the case, it cannot be correctly argued that the teachers' cessation of their part-time teaching jobs was an act of insubordination, serious neglect of duty or willful refusal to obey school rules and regulations and policy, but those of the Department of Education and Culture if the teachers were allowed to continue to teach part-time during the same hours they were suppose to render service and administrative heads of Balayan.

Nevertheless, the letter dated December 1, 1988 to Balayan merely expressed their regret to the school's failure to act on their request for an increase in their hourly teaching rate from P14.00 per hour to P20.06 per hour, the rate then received by full-time instructors who were the complainants' subordinates. To dramatize their disappointment at the school authorities' apparent act of ignoring their legitimate grievance, they informed Balayan that they would stop their function as instructors in the College Department.

Balayan claims that this was tantamount to a strike. We disagree.

The teachers' refusal to teach effective December 1, 1988 was merely an expression of protest at Balayan's inaction in their request for an adjustment of their hourly rate as part-time instructors. They were constrained to take such action only after Balayan was earlier informed that they could no longer accept teaching loads for the second semester at the rate of P14.00 per hour.

Neither can also be considered that there was a deliberate refusal on the part of the teachers to resume their jobs as part-time instructors. They in fact resumed their functions as instructors on January 3,

1989 or just a month after they informed the college authorities that they would drop their teaching load. They were paid their salaries based on the old rate upon resumption of their positions as instructors, clearly indicating that they had no intention to abandon their jobs as instructors or department heads, for that matter.

Consequently, they were no valid grounds to support the dismissal of Consul, Chua and Lainez.

We quote with favor the NLRC decision dated January 17, 1991, to wit:

We are not persuaded by the submission of respondents-appellants that complainants abandoned their jobs.

As aptly pointed out by the Labor Arbiter a quo, whose findings are duly supported by the evidence on records, and quoted approvingly hereunder:

Respondents contention that complainants abandoned their teachings jobs which is tantamount to strike is negated by the fact that even before the start of the second semester, school year 1988-1989, complainants have expressed their regrets not to accept teaching assignments under the same pay rate of P14.00 per hour. Complainants obviously felt hopeless, neglected and degraded in the light of respondent's inaction on their legitimate grievance so that they were constrained to stop teaching but only after having expressed their intention to do so. The undersigned likewise takes into consideration the immediate move of the complainants in seeking redress before the Department of Education, Culture and Sports after they were slapped with preventive suspension by the school president, thus ruling out abandonment on their part.

It is sad to note however, that despite the intercession and recommendations made by no less than Dra. Diosdada Boiser who is a high Ranking officer of the DECS, respondent resorted again to their negative towards the complainants. While there is no dispute to the fact that the complainants were allowed to resume their teaching jobs which indicates the automatic lifting

of the preventive suspension meted against them, nothing was done so far with respect to their request for salary increase and/or the issuance of the corresponding school guidelines as far as the recommendations of the DECS official are concerned. This prompted the complainants to write another letter to the Balayan Colleges Administrative Committee dated January 11, 1989 (marked as complainants' Exhibit '7') requesting them for a conference pertinent to their case and on other matters related to the activities of the school. The undersigned finds this letter as normal communication from the complainants who as department heads are considered part of the school management authorized to draw and/or formulate guidelines for the best interest of the school community, unfortunately however, Mr. Luis N. Lopez viewed the same in a much different way.

Without the slightest provocation, Mr. Lopez sent complainants two (2) letters both dated January 17, 1989 dismissing them from their respective positions effective on the same day they received the same, which was only January 17, 1989.

Being regular employees performing activities dispensable in the business of education, complainants could not be separated from the employment except for just cause notwithstanding any oral or written agreement fixing the duration of the employment. The termination of their employment under such circumstances was clearly illegal.^[11]

Well-settled rule that the findings of the fact of the NLRC, except when there is a grave abuse of discretion committed by it, are practically conclusive on this Court.^[12] It is only when NLRC's findings are bereft to any substantial support from the records that the Court can step in and proceed to make its own and independent evaluation of the facts.^[13] We see no reason to deviate from this rule.

It does not escape us that the teachers were dismissed without due process of law. Time and again, the Court has stresses that the twin requirements of due process, substantive and procedural, must be complied with, before a valid dismissal exist.^[14] Without which, the dismissal becomes illegal.

The twin requirements of notice and hearing constitute the essential elements of due process. This simply means that the employee shall afford the worker ample opportunity to be heard and no defend with the assistance of his representatives, if he so desires. Ample opportunity connotes every kind of assistance that management must accord the employee to enable him to prepare adequately for his defense including legal presentation.^[15] In the instant case, none of this requirements was complied with as the teachers were suddenly informed in the letter dated January 17, 1989 that their services as department heads were terminated effective immediately. On the basis of this two-point inquiry, the dismissal of Consul, Chua, and Lainez not only lacked compliance with the mandated requirements of notice and hearing, but was obviously unwarranted and unjustified.

On the other hand, Balayan claims that it was likewise not accorded due process when the Labor Arbiter proceeded with the rendition of judgment after considering it to have waived the cross-examination of Eduardo Lainez. Such contentions lacks merit. This case being one of illegal dismissal, the burden of proof was on Balayan to show that it had not been afforded due process. Consequently, The Labor Arbiter adopted the reverse order of presentation of evidence and allowed Balayan to presents its evidence first. The Labor Arbiter correctly considered BALAYAN as having waived its right to cross-examine Eduardo Lainez as it failed to appear in the four hearing allotted therefor.^[16] The proceedings that took place as narrated in the NLRC's decision negate Balayan's posture.

Thus:

The records show that the following chronological events took place.

On March 30, 1989, respondents filed an "Urgent Motion to set the case for hearing" praying that a formal hearing be set to afford the parties to ventilate their respective positions (Rollo 34). Acting on the said motion, the Labor Arbiter a quo scheduled the hearing on May 3, 1990 (Rollo 139) but respondents were not ready to present their evidence (TSN.,

May 3, 1989, p. 6). The hearing had to be reset to June 5 and 8, 1989.

The June 5 and 8, 1989 hearings were postponed due to the confinement in the hospital on May 21 to 26, 1989 of Atty. Domingo, one of the lawyers of counsel for respondents. It was observed by counsel for complainants, Atty. Belmi, that being a law firm, it could have sent one of its lawyers to sit for Atty. Domingo or at the very least could have notified him in the advance of the scheduled hearing. For this reason, the Labor Arbiter ordered the reimbursement of the expenses incurred by complainants Divinagracia Chua and Eduardo LAINEZ in the amount of P200.00 each and P300.00 for counsel for complainants. The hearing was reset to July 17 and 18, 1989 (TSN., June 8, 1989).

On July 17, 1989 appellants represented three (3) witnesses in the person of Corazon R. Ramo, Onofre Buhay and Beatriz Ramos and for the determent of the July 18, 1989 hearing intended for their cross-examination to August 31, 1989 (TSN., July 17, 1989).

On August 31, 1989, respondents' counsel recalled Corazon R. Ramos to the witness stand, forestalling the cross-examination by complainants' counsel (TSN., pp. 4-7, August 31, 1989).

On January 8, 1990, appellants formally offered their documentary evidence and rested their case.

The foregoing events indubitably negate the claim of respondents-appellants' denial of due process.^[17] Balayan further argues that there had been a full hearing on the merits in the proceedings below, the Labor Arbiter could not have ignored the fact of the forced closure of the college department on April 15, 1989 and not April 15, 1990; and as such, its liability for backwages shall be computed only up to April 15, 1989.^[18] In support of its claim, Balayan allegedly presented the following documents:

1. Letter-memo of Regional Director Pedro O. San Vicente of the Department of Education, Culture and Sports, Region IV, dated June 26, 1989 recognizing the voluntary closure or phase-out of the college department; (ANNEX A);
2. Letter of Acting President Corazon R. Ramos of Balayan Colleges dated April 27, 1989 to prove the mass resignation of the entire faculty of the college department effective June 1, 1989, the walk-outs or strikes of the college students, among others, (ANNEX B);
3. Excerpts of Resolution No. 325-89 dated April 15, 1989 of respondents-appellants, to prove the mass resignation of the faculty members in the College Department, the impossibility to get immediate replacement of the resigned faculty, among other factual matters (ANNEX C);
4. Minutes of the regular meeting of the Board of Directors of respondent-appellant held on April 15, 1989, attesting to the foregoing mass resignation of the college faculty, among other matters, (ANNEX D);^[19]

We are not persuaded. From this documents, it could readily be seen that the school was contemplating on its closure as early as 1989. However, Balayan had never brought of the Labor Arbiter during the proceedings and up to the time of rendition of his decision on August 16, 1990 the matter of the alleged closure of the school. Neither was this raised in its appeal memorandum dated August 31, 1990. It was only its Motion for Reconsideration dated February 8, 1991 filed with the NLRC when Balayan adverted the closure of its collegiate courses.^[20] While it had requested at some point the the closure of its collegiate courses, the move was denied in a Letter-Memo of DECS Regional Director Pedro O. San Vicente dated June 26, 1989.^[21] In said communication, Balayan was merely allowed its gradual “phase out” until the students shall have graduated. It goes without saying that Balayan could not have closed its collegiate courses on April 15, 1989 without the DECS requisite approval on April 25, 1990.

There being no legal ground to support the dismissal of Consul and Lainez, as department heads, award of their corresponding separation pays is in order in view of the closure of Balayan's college department. As for Chua, the NLRC correctly ordered her reinstatement since Balayan's High School Department is still in operation.

In G.R. No. 101289, Consul, Chua and Lainez alleged that the NLRC erred in not declaring Balayan's appeal as frivolous and dilatory.

In the greater interest of justice, NLRC correctly entertained its appeal, especially so as Balayan raised the issue that it was denied due process, and for the further reason that the Labor Arbiter's ruling that Consul, Chua and Lainez did not abandon their teaching jobs but were illegally dismissed by Balayan. This finding involved mixed questions of fact and law properly cognizable by the NLRC on appeal.^[22] Finally, Consul, Chua and Lainez argue in their petition that the NLRC erred in deleting the award for damages and attorney's fees in their favor, notwithstanding the fact that the issue was not raised on appeal and, in any case, the deletion of the award was in the violation of law.

There is merit in this contention.

Consul, Chua and Lainez submitted their respective affidavits before the Labor Arbiter, outlining in detail the embarrassment and humiliation they suffered as a result of their dismissal by Balayan.^[23] Considering their years of service to the school, their educational attainment and the positions they were holding, the teachers do not deserve the manner in which their services were terminated which was rather insulting and humiliating. Balayan does not deny that it posted copies of its letters of termination in the school campus and furnished copies thereof to the town mayor and Parish Priest of their community for the purpose of maligning their reputation before that public.

In the case of *Chang Kai Shek School vs. Court of Appeals*,^[24] the award of moral and exemplary damages was sustained when a teacher was flatly and without warning informed of her dismissal. We stated that:

It is easy to imagine the astonishment and hurt she felt when she was flatly and without warning told she was dismissed. There was not even the amenity of a formal notice of her replacement, with perhaps a graceful expression of thanks for her past services. She was simply informed she was no longer in the teaching staff. To put it bluntly, she was fired.

For the wrongful act of the petitioner, the private respondent is entitled to moral damages. As a proximate result of her illegal dismissal, she suffered mental anguish, serious anxiety, wounded feelings and even besmirched reputation as an experienced teacher for more than three decades. We also find that the respondent court did not err in awarding her exemplary damages because the petitioner acted in a wanton and oppressive manner when it dismissed her.

A similar situation obtains in the instant case. There appears no cogent reason warranting a departure from the ruling therein.

However, moral damages are emphatically not intended to enrich a complainant at the expense of the defendant; such damages are awarded only to enable the injured party to obtain means, diversion, or amusements that will serve to alleviate the moral suffering he has undergone, by reason of the defendant's culpable action.

Hence, we believe that the award of moral damages be equitably reduced to Fifty Thousand (P50,000.00) Pesos each, and exemplary damages be reinstated at Twenty Thousand (P20,000.00) Pesos each.

As for the attorney's fees, it is obvious that Balayan's unjustified and unwarranted dismissal of the teachers prompted the latter to engaged the professional services of a counsel.

WHEREFORE, the assailed Decision of the NLRC is **AFFIRMED** with modification. The Petition in G.R. No. 101070 is **DISMISSED** for lack of merit; and the Petition in G.R. No. 101289 is **GRANTED** insofar as it prays for the reinstatement of the award of 10% attorney's fees and exemplary damages of P20,000.00 and, for the reinstatement of moral damages, subject to the modification that said

moral damages are reduced from P100,000.00 to P50,000.00 for each of the teachers.

SO ORDERED.

Padilla, Bellosillo, Vitug and Hermosisima, Jr., JJ., concur.

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- [1] Rollo, G.R. No. 101070, p. 77 and G.R. No. 101289, p. 125.
 - [2] Rollo, G.R. No. 101070, pp. 25-26.
 - [3] Rollo, G.R. No. 101289, pp. 36-38.
 - [4] Rollo, G.R. No. 101070, p. 37 and G.R. No. 101289, p. 71.
 - [5] Rollo, G.R. No. 101070, p. 38 and G.R. No. 101289, p. 28.
 - [6] Rollo, G.R. No. 101070, p. 45.
 - [7] Rollo, G.R. No. 101289, pp. 190-191.
 - [8] Rollo, G.R. No. 101070, p. 11.
 - [9] Rollo, G.R., No. 101289, p. 21.
 - [10] Asphalt and Cement Pavers, Inc. vs. Leogardo, Jr., 162 SCRA 312 [1988]; Atlas Consolidated Mining and Development Corp. vs. NLRC, 190 SCRA 505 (1990); De Ysasi III vs. NLRC, 231 SCRA 173 (1994).
 - [11] Rollo G.R. No. 101289, pp. 32-33.
 - [12] Panay Electric Co. vs. NLRC, G.R. No. 102672, October 4, 1995; Five J. Taxi vs. NLRC, 235 SCRA 556 (1994); Inter-Orient Maritime Enterprises, Inc. vs. NLRC 235 SCRA 268 (1994).
 - [13] Panay Electric Co. vs. NLRC, supra.
 - [14] Kwikway Engineering Works vs. NLRC, 195 SCRA 526 (1991); Gold City-Integrated Port Services, Inc. vs. NLRC, 189 SCRA 811 (1990); Century Textile Mills, Inc. vs. NLRC, 161 SCRA 528 (1988).
 - [15] Nitto Enterprises vs. NLRC, G.R. No. 11437, Sept. 29, 1995.
 - [16] Rollo, G.R. No. 101070 at p. 17 and G.R. No. 101289 at p. 53.
 - [17] Rollo, G.R. No. 101289, pp. 30-31.
 - [18] Rollo, G.R. No. 101070, pp. 13-14.
 - [19] Rollo, G.R. No. 101289, pp. 86-87.
 - [20] Id., pp. 85-89.
 - [21] Rollo, G.R. No. 101289, p. 202
 - [22] Labor Code, Art. 223 (c), [d].
 - [23] Rollo, G.R. No. 101289, 39-48.
 - [24] 172 SCRA 389 (1989).