SUPREME COURT
THIRD DIVISION

GLAXO WELLCOME PHILIPPINES, INC. (now known as GLAXO SMITHKLINE),
***Petitioner*,**

-versus-

G.R. No. 149349
March 11, 2005

NAGKAKAISANG EMPLEYADO NG WELLCOME-DFA (NEW-DFA), JOSSIE RODA DE GUZMAN, and NORMAN B. CEREZO,
***Respondents*.**
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DECISION

PANGANIBAN, *J.*:

To effect a termination of employment based on just causes defined in Article 282 of the Labor Code, the employer is required to give a first notice disclosing the grounds therefor. Thereafter, the employees concerned are to be given the opportunity to defend themselves personally or by counsel of their choice. Finally, the employer must serve the employees concerned a second notice informing them of the fact of their dismissal. The notices need not be couched in any prescribed form. Provided they sufficiently appraise the respondents

of the specific acts they are being made to account for and give them ample opportunity to respond, the notices satisfy the due process requirement.

The Case

Before us is a Petition for Review[1] under Rule 45 of the Rules of Court, challenging the January 23, 2001 Decision[2] and the August 3, 2001 Resolution[3] of the Court of Appeals (CA) in CA-GR SP No. 51623. The assailed Decision disposed as follows:

> "WHEREFORE, considering all the foregoing, the petition is hereby granted. The assailed decision and resolutions of public respondents Labor Arbiter and NLRC are MODIFIED. Accordingly, Petitioner, GLAXO-WELLCOME PHILS., INC. is hereby ordered:
>
> "a) to pay JOSSIE RODA DE GUZMAN full backwages from the time of her dismissal up to the termination of this case;
>
> "b) to pay NORMAN CEREZO his salary equivalent to his period of suspension which is thirty days."[4]

The assailed Resolution denied petitioner's Motion for Partial Reconsideration.

The Facts

The factual antecedents are summarized by the CA as follows:

> "On July 20, 1990, respondent union NAGKAKAISANG EMPLEYADO NG WELLCOME-DFA (NEW-DFA) filed a Petition for Certification Election with the DOLE-NCR seeking to represent the bargaining unit comprised of all the regular rank-and-file employees of petitioner company GLAXO-WELLCOME.
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> "Acting upon such petition, the Med-Arbiter ordered that a Certification Election be conducted on September 10, 1990.

The election, however, resulted in a stand-off or a tie between 'NO UNION' and 'NEW-DFA'.

"As a consequence thereof, NEW-DFA filed an election protest with the Med-arbitration Branch of the Department of Labor and Employment. respondent union claimed that its failure to obtain the required majority vote can be ascribed to several acts of manipulation, interference and intimidation committed by petitioner company GLAXO-WELLCOME prior to and during the conduct of the certification elections. The respondent union alleged as follows:

> '1. Several days before the election on September 10, 1990, GLAXO-WELLCOME issued a circular relative to the improvement of the company's retirement policy;
>
> '2. On September 9, 1990, about twenty (20) medical representatives from Luzon were booked at Valle Verde Motel in Pampanga for a company-sponsored fellowship program, whereupon, said employees were treated to dinner and were given circulars containing cash incentive schemes dated September 5 and 6, 1990. The following day, the medical representatives went back to Makati. They were treated to breakfast, [after which] they were told to immediately cast their votes;
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> '3. On September 9, 1990, petitioner company hosted an overnight beach party held at Villamar Beach Resort in Cavite for Metro Manila based medical representatives and office staff;
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> '4. On September 6, 1990, several medical representatives were treated to a disco party at the Kudos Disco Club in Makati;
>
> '5. On September 8, 1990, the petitioner company likewise hosted a beach party for its medical representatives from the Negros, Iloilo, Leyte and Zamboanga provinces. On said occasion, the district sales manager of the said area allegedly appealed to the

employees to vote for 'no union' in the scheduled certification elections;

'6. On September 10, 1990, seventeen (17) rank and file employees of the company's Calmic Division were escorted by the Customer-Service Manager from the company depot to the company's head office where said employees were supposed to cast their votes;

'7. The company receptionist allegedly checked the names of every voter and told them that the ballots were coded and that management would certainly know the votes cast by each voter;

'8. The President and Gen. Manager of petitioner company posted [themselves] inside the polling place and watched the employees cast their votes.'

"After trial, however, the Med-Arbiter dismissed the respondent union's election protest for lack of substantial evidence. The Secretary of Labor and Employment, on appeal, affirmed the dismissal of said election protest.

"In the meantime, GLAXO-WELLCOME adopted a new Car Allocation Policy. Under the provisions of the said car plan, a prioritization schedule in the assignment of company vehicles is to be fixed based on the sales performance of the employees. Pursuant to the same, several company cars had to be re-assessed and re-assigned in favor of other employees more qualified under the priority list.

"Incidentally, included among the vehicles that had to be re-allocated in accordance with the priority schedule of the new car plan were those of union officers Norman Cerezo and Jossie Roda de Guzman.

"Accordingly, a memorandum was sent by the company to respondent de Guzman advising her that she would have to surrender the vehicle assigned to her in light of the new car policy. De Guzman, however, refused to turn over said car and

instead sought reconsideration from the company's National Sales Manager. The latter, regrettably, did not accede to de Guzman's request. On November 29, 1990, de Guzman, thru counsel, wrote the company, asking that the withdrawal of her car be held in abeyance. The company, however, rejected her petition. On December 7, 1990, de Guzman received another memorandum from the company, again instructing her to return the vehicle. The following day, de Guzman sent a letter to the company reiterating her plea for the suspension of the withdrawal of her car. On December 17, 1990, a final warning was sent to de Guzman instructing her to return her assigned vehicle or else she would be charged for insubordination and be dismissed. Finally, because of de Guzman's staunch refusal to comply with the order, through a letter dated December 20, 1990, she was cited, and at the same time, terminated for gross insubordination.

"Respondent, Norman Cerezo, on the other hand, was likewise sent several instructions to surrender his assigned car. However, he also refused to comply. On account of his defiance, the company, on December 5, 1990, sent Cerezo a notice of dismissal effective immediately upon receipt. Forthrightly, respondent Cerezo referred the matter to his counsel who, on the same date, sought for the reconsideration of respondent's discharge. On December 17, 1990, Cerezo received a letter from the company informing him that his dismissal had been reconsidered and commuted to a thirty (30) day suspension without pay.

"Perceiving the enumerated events to be unduly oppressive to labor, respondent union NEW-DFA, Jossie De Guzman and Norman Cerezo lodged a complaint before the Labor Arbiter against petitioner company, GLAXO-WELLCOME, for unfair labor practice, illegal dismissal and illegal suspension.

"According to the respondent union, the 'massive electioneering and manipulative acts' of GLAXO-WELLCOME prior to and during the certification election unduly interfered with the workers' right to self-organization and are constitutive of unfair labor practice. NEW-DFA likewise averred that the new Car

Allocation Policy adopted by the company was intended to harass, retaliate and discriminate against union officers and members.

"Respondent union also challenged the legality of the suspension and dismissal of two of its officers, namely: Norman Cerezo and Jossie Roda de Guzman. It argued that the suspension and dismissal were effected without any prior hearing.

"The petitioner company, on the other hand, disclaimed any intent to discourage union activities and to tamper with the right of its employees to self-organization. It averred that the fellowship programs sponsored by the company, the cash incentive schemes given by the same and other alleged acts of 'electioneering' were not designed to interfere in the conduct of the certification elections. GLAXO-WELLCOME also maintained that its car allocation policy was implemented merely to rationalize the distribution of company vehicles. It also asserted that de Guzman and Cerezo were notified, via several memoranda, of the grounds for which the dismissal and suspension were effected.

"After perusing the arguments and positions of both parties the Labor Arbiter dismissed the charges of unfair labor practice, illegal dismissal and illegal suspension filed against GLAXO-WELLCOME by respondent union. On appeal, the NLRC affirmed the dismissal of the complaint. NLRC likewise denied the respondents' motion for reconsideration."[5]

Ruling of the Court of Appeals

The Court of Appeals affirmed the ruling of the National Labor Relations Commission (NLRC) -- which had in turn adopted the findings of the labor arbiter -- that the issue of unfair labor practice could no longer be taken up. That point had finally been disposed of in a previously filed election protest.[6] It held that respondents had failed to proffer convincing evidence to prove that petitioner's assailed acts were ill-motivated and deliberately orchestrated to

interfere with or otherwise influence the conduct of the certification elections.[7]

Moreover, the CA ruled that there was nothing objectionable per se about the programs or incentive schemes that the company had provided for the employees. The appellate court said that the grant of benefits to the employees, as well as the adoption of the Car Allocation Policy, constituted a proper exercise of the company's management prerogatives. This plain company practice had been set up to make petitioner's employee benefits competitive with those of other pharmaceutical corporations.[8] De Guzman and Cerezo were among those adversely affected by the policy, because they had failed to meet the sales performance required thereunder, not because they were officers of the union.[9]

However, the CA held that the dismissal of De Guzman and the suspension of Cerezo had not been validly effected. Opining that their defiant actuation toward management constituted willful disobedience, which was a just cause for the termination of their employment, the appellate court conceded the validity of the dismissal and suspension. Nonetheless, the CA said that those actions (dismissal and suspension) effected by petitioner could not be deemed legal, because it had failed to comply with procedural due process mandated by the Labor Code[10] and with the two-notice requirement under the Implementing Rules. According to the CA, petitioner did not accord private respondents the benefit of a proper charge, an opportunity to defend themselves, and a formal investigation.[11]

The appellate court opined that the Memoranda were merely demands for respondents to comply with the order to turn over their assigned cars. Those Memoranda merely intimated the possibility that De Guzman and Cerezo might be charged and dismissed if they continued to disobey the order.[12]

In accordance with Serrano vs. NLRC,[13] the CA ordered petitioner to pay De Guzman full back wages from the time of her dismissal up to the termination of this case; and Cerezo, the salary equivalent to the period of his suspension, which was thirty (30) days.

Hence, this Petition.[14]

The Issue

In its Memorandum, petitioner raises this solitary issue for our consideration:

> "Whether the Court of Appeals erred in ruling that petitioner did not observe procedural due process in terminating and suspending the employment of de Guzman and Cerezo, respectively."[15]

This Court's Ruling

The Petition has merit.

Sole Issue:

Notice Requirement

The CA affirmed the findings of the labor arbiter and the NLRC that the termination of the employment of De Guzman and the suspension of Cerezo were based on a "just cause." These findings are not at issue here. The only question to be determined is whether the notice and hearing requirements were complied with.

In the last couple of decades, this Court has grappled with the legal effect of and the corresponding sanction for the failure of an employer to comply with the due process requirements of the law. Prior to the promulgation of Wenphil vs. NLRC, [170 SCRA 69, February 8, 1989][16] in 1989, the prevailing doctrine held that dismissing employees without giving them prior notices and an opportunity to be heard was illegal; and that, as a consequence, they were entitled to reinstatement plus full back wages. Wenphil abandoned this jurisprudence and ruled that if the dismissal was for a just or an authorized cause, but done without due process, the termination was valid; but that, the employer should be sanctioned with the payment of indemnity ranging from P1,000 to P10,000. Serrano vs. NLRC,[17] promulgated in 2000, modified Wenphil. It considered such termination "ineffectual" (not illegal) and sanctioned the employer

with payment of full back wages plus nominal and moral damages, if warranted by the evidence; and, in case the dismissal was for an authorized cause, separation pay in accordance with Article 283 of the Labor Code.[18]

Recently in Agabon vs. NLRC,[19] this Court effectively reverted to Wenphil and ruled that a dismissal due to abandonment -- a just cause -- was not illegal or ineffectual, even if done without due process; but that the employer should indemnify the employee with "nominal damages for non-compliance with statutory due process."

The present case raises the issue of whether, on the basis of the established facts, respondents were accorded "statutory due process" that would entitle them to the sanctions prescribed by the above-cited jurisprudence.

Section 2(d) of Rule 1 of Book VI of the Omnibus Rules Implementing the Labor Code (Implementing Rules) sets forth the procedure for terminating employment as follows:

> (d) In all cases of termination of employment, the following standards of due process shall be substantially observed:
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> For termination of employment based on just causes as defined in Article 282 of the Labor Code:
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> (i) A written notice served on the employee specifying the ground or grounds for termination, and giving to said employee reasonable opportunity within which to explain his side.
>
> (ii) A hearing or conference during which the employee concerned, with the assistance of counsel if the employee so desires, is given opportunity to respond to the charge, present his evidence, or rebut the evidence presented against him; and
>
> (iii) A written notice of termination served on the employee, indicating that upon due consideration of

> all the circumstances, grounds have been established to justify his termination.[20]

To stress, if the dismissal is based on a just cause under Article 282 of the Labor Code, the employer must give the employee (1) two written notices and (2) a hearing (or at least, an opportunity to be heard). The first notice is intended to inform the employee of the employer's intent to dismiss and the particular acts or omissions for which the dismissal is sought. The second notice is intended to inform the employee of the employer's decision to dismiss. This decision, however, must come only after the employee has been given a reasonable period, from receipt of the first notice, within which to answer the charge; and ample opportunity to be heard with the assistance of counsel, if the employee so desires.[21]

The twin requirements of (a) two notices and (b) hearing are necessary to protect the employee's security of tenure, which is enshrined in the Constitution, the Labor Code and related laws. (Section 18 of Article II, and Section 3 of Article XIII of the 1987 Constitution; Articles 280 and 283 of the Labor Code; and the Implementing Rules of the Labor Code;[22] Century Textile Mills, vs. NLRC, 161 SCRA 528, May 25, 1988; Kwikway Engineering Works vs. NLRC, 195 SCRA 526, 531, March 22, 1991).

The notices to be given and the hearing to be conducted generally constitute the two-part due process requirement of law that the employer must accord the employee. In Kingsize Manufacturing Corporation vs. NLRC, [238 SCRA 349, November 24, 1994],[23] the Court held that this requirement was "not a mere technicality but a requirement of due process to which every employee is entitled to insure that the employer's prerogative to dismiss or lay-off is not abused or exercised in an arbitrary manner." (Cebu Royal Plant [SMC] vs. Deputy Minister of Labor, 153 SCRA 38, August 12, 1987; National Labor Union vs. NLRC, 153 SCRA 228, August 21, 1987; Piedad vs. Lanao del Norte Electric Cooperative, Inc., 153 SCRA 500, August 31, 1987).[24]

Memoranda Complied

With Notices Requirement

In the present case, petitioner sent respondents a total of three Memoranda stating that their stubborn refusal to comply with the car policy and to surrender the subject vehicle constituted gross insubordination, for which they could be dismissed. The December 5, 1990 Memorandum[25] sent to Respondent De Guzman specified her acts that constituted gross insubordination.

To each Memorandum, respondents were able to reply and explain, with the aid of their counsel, why they had refused to return the vehicles; and, in effect, why they should not be dismissed for gross insubordination. Initially, they asked petitioner not to implement the car policy in the light of the Complaint and the Motion for the Issuance of a Writ of Preliminary Injunction that they had filed. They explained that they could not work effectively and efficiently for the company without the cars that had been assigned to them.[26]

In their written replies to petitioner's succeeding Memoranda -- which reiterated that their actions constituted gross insubordination and could result in their termination -- respondents, still through their counsel, reasoned that they were not claiming ownership of the car. They said that their refusal to surrender the car to the company could not be denominated as gross insubordination, because they were merely acting upon the advice of their counsel. They added that, to enjoin the implementation of the car policy, they had already lodged with the NLRC a complaint for unfair labor practice.

Their counsel further alleged that De Guzman was apprehensive that she might not immediately be given a replacement upon the return of the car. He stressed that the vehicle was necessary to prevent adverse effects on the sales performance of respondents.[27] Ultimately, after petitioner had sent them a final warning, to which they also ably replied, it served them a letter terminating their employment.[28]

Neither Section 2 of Book V of Rule XXIII nor Section 2(d) of Rule 1 of Book VI of the Implementing Rules require strict literal compliance with the stated procedure; only substantial compliance is needed. On

this basis, the Memoranda sent to respondents may be deemed to have sufficiently conformed to the first notice required under the Implementing Rules. The Memoranda served the purpose of informing them of the pending matters beclouding their employment and of extending to them an opportunity to clear the air.

In fact, not only were respondents duly informed of the particular acts for which their dismissal was sought; they were, in truth and in fact, able to defend themselves and to respond to the charges with the assistance of a counsel of their own choosing.

Respondents were amply informed of the cause of their dismissal. Their correspondence with petitioner took almost a month, which was sufficient "cooling time" within which the parties could have, and in fact had, tried to settle the problem amicably. Moreover, petitioner's Memoranda amply gave them a distinct, different and effective first level of remedy (which was to surrender the vehicles) to protect their jobs. Furthermore, they were still able to file a Complaint with the labor arbiter, with better knowledge of the cause of their dismissal, with longer time to prepare their case, and with greater opportunity to take care of the financial needs of their family pendente lite.

The Court's ruling in Nuez vs. NLRC, [239 SCRA 518, December 28, 1994][29] is noteworthy here. In that case, the errant employee, Federico Nuez, was the company driver. He was ordered by a superior officer to drive some of the employees to the head office. However, the employee refused. Thus, he was required to explain why he should not be administratively dealt with for disobeying the order of an officer.[30] In his written reply, Nuez said that he had a previous engagement, and that what was asked of him was not an emergency that warranted the charge of disobedience. Thereafter, the company vice president issued a Memorandum to Nuez terminating the latter's employment for insubordination.[31]

Citing San Miguel Corporation vs. Ubaldo, [218 SCRA 293, February 1, 1993],[32] this Court ruled that the employer had the discretion to regulate all aspects of employment, and that the workers had the corresponding obligation to obey company rules and regulations. Further, deliberately disregarding or disobeying the rules could not

be countenanced, and any justification that the disobedient employee might put forth would be deemed inconsequential. The lack of resulting damage was unimportant, because the "heart of the charge is the crooked and anarchic attitude of the employee towards his employer. Damage aggravates the charge but its absence does not mitigate nor negate the employee's liability."[33] The Court added that even the length of service rendered did not lessen the "rebellious temper of the employee object of the charge."[34] Indeed, the errant employee was given adequate opportunity to answer the charge.

Without a doubt, respondents in the present case deliberately disregarded or disobeyed a company policy. Their written explanations admitted their refusal to obey petitioner's directive to return the vehicles. Their justification of their refusal to obey the lawful orders of their employer did not militate against their obvious disobedience. Consistent with San Miguel Corporation vs. Ubaldo, there was no necessity for an actual hearing. Under the circumstances, they were nonetheless given adequate opportunity to answer the charge, which in fact they did. In arriving at the decision to dismiss them, petitioner took into consideration the explanations they had offered.

The present milieu must be differentiated from Loadstar vs. Mesano, [408 SCRA 478, August 7, 2003].[35] In that case, the employee was not apprised of the particular acts for which his employment was terminated. He was dismissed immediately after he had submitted his written explanation to his employer. That the employee was able to present, bare as it was, a written explanation did not excuse the fact that there was a complete absence of the required notice. His explanations were futile, as he did not even know which particular acts or omissions should be explained. In the instant case, respondents' explanations were in response to specific acts and grounds that had duly been stated with clarity.

The CA's ruling that the Memoranda served by petitioner merely intimated the possibility of respondent's dismissal poses no problem as to the finding of a valid dismissal. Clearly, the intention of the law is merely to give the employees the opportunity to explain their side regarding the grounds for which their termination is sought, which grounds should first be disclosed to them.[36]

The first notice is not intended to inform the employees of their actual dismissal. That point is the subject of the second notice. This clarification was clearly set forth in National Service Corporation (NASECO) vs. NLRC, [168 SCRA 122, November 29, 1988]:

> "Likewise, a reading of the guidelines in consonance with the express provisions of law on protection to labor (which encompasses the right to security of tenure) and the broader dictates of procedural due process necessarily mandate that notice of the employer's decision to dismiss an employee, with reasons therefore, can only be issued after the employer has afforded the employee concerned ample opportunity to be heard and to defend himself." (See also Ramoran vs. Jardine CMG Life Insurance Co., Inc., 326 SCRA 208, February 22, 2000.[37]

In Nuez,[38] the notice served on the employee merely asked him to explain why he should not be administratively dealt with for his refusal to comply with a valid order of his superior. The notice did not state that the employee was being dismissed, but it was still deemed sufficient compliance with the notice required under the Implementing Rules.

In concluding lack of compliance with the due process requirement, the CA cited Mendoza vs. NLRC, [350 Phil. 486, March 5, 1998],[39] as follows:

> "The employer must furnish the worker with two (2) written notices before termination of employment can be legally effected. The first is the notice to apprise the employee of the particular acts or omissions for which his dismissal is sought. This may be loosely considered as the proper charge. The second is the notice informing the employee of the employer's decision to dismiss him. This decision, however, must come only after the employee is given a reasonable period from receipt of the first notice within which to answer the charge, and ample opportunity to be heard and defend himself with the assistance of his representative, if he so desires. The requirement of notice is not a mere technicality but a

requirement of due process to which every employee is entitled."[40] *(Underscoring supplied)*

The above text paraphrased Tiu vs. NLRC, Tiu vs. NLRC, 215 SCRA 540, November 12, 1992; which had been penned by Chief Justice Hilario G Davide Jr. However, we note that these cases merely stated that the first notice could loosely be considered as a proper charge. Verily, notice to the employee should merely embody the particular acts or omissions constituting the grounds for which the dismissal is sought.[41] An employee may be dismissed only if the grounds mentioned in the pre-dismissal notice were the ones cited for the termination of employment. An employee may be dismissed only if the grounds mentioned in the pre-dismissal notice were the ones cited for the termination of employment. (Glaxo Wellcome Phils., Inc. vs. Nagkakaisang Empleyado ng Wellcome-DFA, et al., G. R. No. 149349, March 11, 2005; Kwikway Engineering Works vs. NLRC, 195 SCRA 526, 531, March 22, 1991; BPI Credit Corporation vs. NLRC, 234 SCRA 441, July 25, 1994; Gold City Integrated Port Services, Inc. vs. NLRC, 189 SCRA 811, September 21, 1990). In fact, Tiu vs. NLRC[42] merely requires that the employee be appraised of the particular acts and omissions for which the dismissal is sought. Gold City Integrated Port Services, Inc. vs. NLRC, 189 SCRA 811, September 21, 1990). In fact, Tiu vs. NLRC[43] merely requires that the employee be appraised of the particular acts and omissions for which the dismissal is sought.

In conclusion, we hold that the Court of Appeals erred in issuing the Writ of Certiorari, because no grave abuse of discretion had been shown to have been committed by the NLRC in affirming the labor arbiter's ruling.

WHEREFORE, the Petition is **GRANTED** and the challenged Decision **REVERSED**. The Decision of the NLRC dated August 28, 1998, affirming that of the labor arbiter dated August 15, 1995, is **REINSTATED**. No pronouncement as to costs.

SO ORDERED.

Sandoval-Gutierrez, Corona, Carpio Morales, and Garcia, *JJ.*, concur.

[1] Rollo, pp. 13-37.
[2] Id., pp. 39-53. Special Seventh Division. Penned by Justice Bienvenido L. Reyes, with the concurrence of Justices Marina L. Buzon (acting chairman) and Eriberto U. Rosario Jr. (member).
[3] Id., pp. 55-56.
[4] CA Decision, p. 15; rollo, p. 53.
[5] Id., pp. 2-7 & 40-45.
[6] Id., pp. 9 & 47.
[7] Ibid.
[8] Ibid.
[9] Ibid.
[10] Id., pp. 11 & 49.
[11] Ibid.
[12] Id., pp. 13 & 51.
[13] 380 Phil. 416, January 27, 2000.
[14] The case was deemed submitted for decision on April 9, 2003, upon this Court's receipt of respondents' Memorandum, signed by Atty. Potenciano A. Flores Jr. Petitioner's Memorandum, signed by Attys. Regina Gamboa-Pimentel and Nini Priscilla D. Sison, was received by this Court on October 23, 2002.
[15] Petitioner's Memorandum, p. 10; rollo, p. 248. Upper case in the original.
[16] [170 SCRA 69, February 8, 1989].
[17] Supra.
[18] See, however, the Separate Opinion of the herein ponente in Serrano vs. NLRC, supra.
[19] [GR No. 158693, November 17, 2004].
[20] The same text is also set forth under §2 of Rule XXIII of Book V of the same Implementing Rules.
[21] Agabon vs. NLRC, supra; Tiu vs. NLRC, 215 SCRA 540, November 12, 1992; National Service Corporation (NASECO) vs. NLRC, 168 SCRA 122, November 29, 1988; Century Textile Mills, Inc. vs. NLRC, 161 SCRA 528, May 25, 1988.
[22] (Section 18 of Article II, and Section 3 of Article XIII of the 1987 Constitution; Articles 280 and 283 of the Labor Code; and the Implementing Rules of the Labor Code; Century Textile Mills, vs. NLRC, 161 SCRA 528, May 25, 1988; Kwikway Engineering Works vs. NLRC, 195 SCRA 526, 531, March 22, 1991).
[23] [238 SCRA 349, November 24, 1994].
[24] Id., p. 357, per Mendoza, J. (citing Cebu Royal Plant [SMC] vs. Deputy Minister of Labor, 153 SCRA 38, August 12, 1987; National Labor Union vs. NLRC, 153 SCRA 228, August 21, 1987; Piedad vs. Lanao del Norte Electric Cooperative, Inc., 153 SCRA 500, August 31, 1987)
[25] Annex "L" of petitioner's Memorandum; rollo, p. 418.
[26] Annex "K" of petitioner's Memorandum, p. 1; id., p. 416.

[27] Annex "M" of petitioner's Memorandum, p. 2; id., p. 420.
[28] CA Decision, p. 14; rollo, p. 52.
[29] [239 SCRA 518, December 28, 1994].
[30] Id., p. 520.
[31] Id., pp. 520-521.
[32] [218 SCRA 293, February 1, 1993].
[33] Nuez vs. NLRC, supra, p. 522, per Bellosillo, J.
[34] Id., p. 523.
[35] [408 SCRA 478, August 7, 2003].
[36] Wenphil vs. NLRC, supra.
[37] Supra, p. 129, per Padilla, J. (citing Constitution [1973], Art. II, Sec. 9; Constitution [1987], Art. II, Sec. 18; Labor Code, Art. III). (See also Ramoran vs. Jardine CMG Life Insurance Co., Inc., 326 SCRA 208, February 22, 2000.
[38] Supra.
[39] [350 Phil. 486, March 5, 1998].
[40] Id., p. 496, per Martinez, J.
[41] Supra.
[42] (Kwikway Engineering Works vs. NLRC, 195 SCRA 526, 531, March 22, 1991; BPI Credit Corporation vs. NLRC, 234 SCRA 441, July 25, 1994; Gold City Integrated Port Services, Inc. vs. NLRC, 189 SCRA 811, September 21, 1990).
[43] Supra.