SUPREME COURT
SECOND DIVISION

FUJITSU COMPUTER PRODUCTS CORPORATION OF THE PHILIPPINES and ERNESTO ESPINOSA,
***Petitioners*,**

-versus-

G. R. No. 158232
April 8, 2005

THE HONORABLE COURT OF APPEALS, VICTOR DE GUZMAN and ANTHONY P. ALVAREZ,
***Respondents*.**
x----------x

D E C I S I O N

CALLEJO, SR., *J.*:

This is a Petition for Review under Rule 45 of the Rules of Court assailing the Decision[1] of the Court of Appeals in CA-G.R. SP No. 71324 reversing the decision of the National Labor Relations Commission (NLRC) in NLRC NCR CA No. 024541-00 dismissing respondents Victor De Guzman and Anthony P. Alvarez from employment, and the Resolution dated May 14, 2003 denying the motion for reconsideration thereof.

The Facts of the Case

Petitioner Fujitsu Computer Products Corporation of the Philippines (FCPP) is a corporation organized and existing under Philippine laws with business address at the Special Export Processing Zone, Carmelray, Canlubang, Calamba, Laguna. It is engaged in the manufacture of hard disc drives, MR heads and other computer storage devices for export.[2]

Respondent Victor de Guzman began working for FCPP on September 21, 1997 as Facilities Section Manager. As of 1999, he was also holding in a concurrent capacity the position of Coordinator ISO 14000 Secretariat and was receiving a monthly salary of P43,100.00.[3]

Respondent Allan Alvarez, on the other hand, was employed as a Senior Engineer on April 21, 1998. He was assigned at the Facilities Department under the supervision of respondent De Guzman, and was then earning P16,800.00.[4]

The garbage and scrap materials of FCPP were collected and bought by the Saro's Trucking Services and Enterprises (Saro's). On January 15, 1999, respondent De Guzman as Facilities Section Manager, for and in behalf of FCPP, signed a Garbage Collection Agreement[5] with Saro's, and the latter's signatory therein was its owner and general manager, Larry Manaig.

Sometime in the third week of July 1999, petitioner Ernesto Espinosa, HRD and General Affairs Director of FCPP, received a disturbing report from Manaig. Manaig reported that respondent De Guzman had caused the "anomalous disposal of steel purlins[6] owned by FCPP."[7] Two of Manaig's employees, Roberto Pumarez[8] and Ma. Theresa S. Felipe,[9] executed written statements detailing how respondent De Guzman had ordered the steel purlins to be brought out.

Thereafter, petitioner Espinosa sent a two-page Inter-Office Memorandum dated July 24, 1999 to respondent De Guzman, effectively placing him under preventive suspension. He was likewise

directed to submit his written explanation on the charges against him. The Memorandum is worded as follows:

This refers to the report we have received from Mr. Larry Manaig, owner of Saro's Trucking Services, FCPP's garbage/scrap contractor.

It was disclosed to us that sometime in the first week of July 1999, you personally approached Mr. Roberto Pumarez, Supervisor of Saro's, and intimated to him your interest in the scrap metals which were taken from Building B which at present is undergoing renovation. You allegedly told him that since Saro's is paying FCPP P2.50 per kilo of metal, you will buy it from Saro's for P3.00 per kilo. Thereafter, on July 10, 1999, Mr. Adrian Camcaman, one of your staff in the Facilities Section, ordered Mr. Pumarez to send a truck to pick up the scrap metals which you had earlier pointed to Mr. Pumarez. These assorted metals were covered by Scrap/Garbage Gate Pass Receipt No. 3413.

From these assorted metals, it was revealed to us that approximately 2,800 kgs. were delivered by Saro's, per your instruction, to Sta. Rosa Baptist Church. After this, on July 12, 1999, the remaining scrap metals were again picked up by Saro's. This time, the assorted metals were covered by Scrap/Garbage Pass No. 3419. From these assorted [metals] 1,230 kgs. were purposely excluded from the gross weight to be reported and paid to FCPP. Again, these excluded metals were delivered to the same Baptist Church, per your instruction. According to Mr. Manaig, despite several demands from you, you have not yet remitted to him the payment for those assorted scrap metals which you caused to be delivered to Sta. Rosa Baptist Church.

In addition to the foregoing, it was likewise reported by Mr. Manaig that there were previous occasions in the past where you solicited from him empty drums, pails, and corrugated cartons, which were all part of those picked up from FCPP. Attached hereto are the statements given by the concerned employees of Saro's.

Clearly, your above actions constitute qualified theft, grave abuse of authority, and willful breach of trust and confidence.

In view of the foregoing, you are hereby directed to submit your written explanation within forty-eight (48) hours from your receipt hereof why no disciplinary sanction should be imposed against you, including dismissal from the service. Should you fail to do so, as hereby directed, we shall be compelled to assess and evaluate your case based on available records. In the meantime, you are hereby placed under preventive suspension effective immediately, pending further investigation of your case.[10]

Thereafter, Cesar Picardal, the Security Manager of FCPP, interviewed employees of SNK Philippines, Inc. (SNK), a building contractor then working in the premises of FCPP. Rolando P. Astillero,[11] Maurice Victoriano[12] and Nat Balayan[13] voluntarily executed handwritten statements on the matter.

According to their respective accounts of what transpired on July 10, 1999, a 10-wheeler truck arrived at the company warehouse at around 1:00 p.m. Assorted scrap materials were then hauled into the truck, including steel purlins. Knowing that they could still be used as braces for hepa-filter box hangers, SNK Mechanical Supervisor Balayan asked his superior, Nobuaki Machidori, if the hauling could be stopped, to which the latter consented. Balayan approached the driver of the truck and told him not to include the steel purlins; the warehouse helpers then began separating the steel purlins from the other scrap materials to be hauled.

Astillero had also requested the men to stop the hauling. SNK Engineer Victoriano had apparently told him that the steel purlins would still be used for construction. At around 2:00 p.m., respondent De Guzman called Victoriano and asked whether the scrap materials at the Fuji Electric Warehouse could already be collected by the scrap dealer. Victoriano assented, but requested that "the existing c-purlins be dismantled" and that "20 lengths would be used as additional bracket support for heap box/FCU installation."[14]

Adrian Camcaman, an employee of the Facilities Department under respondent De Guzman, then arrived and informed Astillero that Victoriano had already given permission for the hauling to commence.[15] Camcaman also executed a written statement[16] regarding the matter.

In his Explanation[17] dated July 26, 1999, respondent De Guzman alleged the following in his defense:

> Sometime in the first week of July 1999, I came to know from Rev. Mario de Torres, Pastor of Sta. Rosa Bible Baptist Church that they are in need of some steel [purlins] to be used by the church for its roof deck construction. I told him that I know a scrap dealer where he could possibly buy the said materials. I told him that Saro's Trucking Services is the regular buyer of FCPP's scrap materials and they can buy from them. I referred the matter therefore to Mr. Roberto [Pumarez], Supervisor of Saro's and told him of the intension of the Sta. Rosa Bible Baptist Church (SRBBC) to buy scrap metal. I further told him that since Saro's is paying FCPP P2.60 of scrap metal, Sta. Rosa Bible Baptist Church can buy it from Saro's at P3.00 per kilo a price higher than FCPP. The statement of Mr. [Pumarez] which says that "I will buy" it from Saro's was not correct which I strongly object. Acknowledging that Mr. [Pumarez] is amenable to sell the scrap to Sta. Rosa Bible Baptist Church after consultation from his boss I advised the Pastor of Sta. Rosa Bible Baptist Church that Saro's agreed. My part of the transaction ended there. Thereafter, as reported by my staff the scrap metals were delivered to the church by the Saro's Trucking Services on July 10, 1999 covering the net weight of 2,860 kilos based on the submitted weighing scale ticket numbers 37830 and 37844 from ANGLO-WATSONS PHILS., INC., the weighing bridge company. These were covered by gate pass number 3413. On July 12, 1999, it was reported that the remaining scrap metals were again delivered to the Sta. Rosa Bible Baptist Church covered by gate pass number 3419 but the exact weight could not be determined yet pending the scale ticket submission. As of July 24, 1999 the weight scale ticket of the last delivery was not yet confirmed [or] submitted to FCPP.
>
> It is not true that Mr. Larry Manaig demanded to me "several times" the payment of the scrap because his secretary followed up to me only once and I told her that the church is still awaiting for the actual quantity and value of the metal scrap. When my staff Mr. Camcaman returned from his two weeks

nightshift duty and reported for dayshift duty he submitted to me the scale ticket of the first delivery (see Exhibit I). Please note that the scale ticket of the second delivery was not yet submitted by Saro's and only verbally communicated that the weight delivered to the Sta. Rosa Bible Baptist Church is approximately 1,230 kgs.[18]

Respondent De Guzman also pointed out that he could not be charged for qualified theft since he merely issued gate passes to Saro's after the scrap metals were declared ready for disposal by SNK, the company in charge thereof. The scrap metals in question were all accounted for and collected by Saro's, and upon collection would be considered sold to the latter. Respondent De Guzman theorized that the latter initiated the complaint against him since he was now in charge and had recently implemented measures to monitor and confirm the actual weighing of all the scrap materials which had not been done before. Saro's had apparently been previously free to haul all the scrap materials without field supervision from petitioner FCPP.

On July 28, 1999, respondent Alvarez sent an e-mail message to his co-employees, expressing sympathy for the plight of respondent De Guzman. Respondent Alvarez used a different computer, but the event viewer system installed in the premises of petitioner FCPP was able to trace the e-mail message to him. Thus, on even date, petitioner Espinosa issued an Inter-Office Memorandum addressed to respondent Alvarez, worded as follows:

TO	:	MR. ALLAN ALVAREZ
FROM	:	HRD and General Affairs Department
SUBJECT	:	SENDING OF E-MAIL MESSAGE SYMPATHETIC TO MR. DE GUZMAN
DATE	:	July 28, 1999

This is in reference to the July 28, 1999 E-mail message sent to all E-mail users from R. "Sato" this morning.

Upon investigation, records reveal that you used the computer assigned to Shirley Bagnes and sent a message "hi" to yourself.

> Moreover, the event viewer-system showed that you logged at 7:19:58 (also using the computer of Shirley Bagnes).
>
> Please explain in writing within 48 hours why no disciplinary action should be filed against you, including dismissal, for grossly presenting information which [is] highly confidential while an investigation on Mr. De Guzman is going on. Moreover, your action of obtaining the sympathy of employees through the use of the E-mail goes against your role as a key person holding a highly responsible position in the Facilities Section.
>
> (Sgd.)
> ERNESTO G. ESPINOSA
> *HRD and General Affairs Director*[19]

Respondent Alvarez submitted a written Explanation dated September 29, 1999 where he apologized, readily admitted that he was the sender of the e-mail message in question, and claimed that he "acted alone with his own conviction." He alleged, however, that he was only expressing his sentiments, and that he was led by his desire to help a friend in distress. He further explained:

> I'm not [meddling] with the case of our boss but as Facilities member, we are sympathetic to the "case" against him. If the hearsay (sic) is true, that he is [charged] on the ground of manipulating the scrap management, then we totally disagree. It was "said" that he was charged with "qualified theft" due to pull-out of metal scrap for his church.
>
> Our basis is pure hearsay but in all indication, we feel that the case is going against our boss. It was frustrating for us to be kept on dark side, helplessly waiting to defend him. We are afraid that one day, the case is already closed and we even have not said what we have to say. Sorry to have [caused] the e-mail just to be heard (I regret but the damage has been done and could not do anything about it).
>
> We [believe] that the action of the hauler is premeditated and hastily done to pin down our boss. The transaction between the

> Hauler and the Church has been transparent to us. Though the action has been immediate due to request of hauler to get the metal scrap, verbal agreement has been made. We had arranged hastily the hauling with the consent of Construction Contractor and know about the request of the Church. As agreed by the Church and [Hauler], the payment will be P3.00/kg plus hauling fee. Hence, the Hauler will profit P0.40/kg (already deducted their normal payment to our company of P2.60/kg). However, for an obvious reason, the hauler had not accepted the payment to make it look that he asked for the favor. And as hearsay, the case filed against him is very strong with [pre-arranged] evidence. We believe that the evidence has no merit at all. In fact, the Hauler had to pay the company on its entirety as we had recorded the full scale of scrap. It is the business and full responsibility of Hauler to sell its [goods] or donate [them] for "free." The church has no liability to our company but only the Hauler who have to settle all its account. The timing of these charges as we believe could be attributed to the improved waste management of our company. Beginning June, the hauler had to pay a bigger amount for scrap (P0.25 million/month) against its previous billing of P15,000/month. As ISO 14001 Promotion Secretariat, we are mandated [to continuously improve] our Environmental Management System. Aside from the direction of our President to "cut cost," it is our small way of helping on this objective.[20]

Respondent Alvarez was informed that his services were terminated on the ground of serious misconduct effective August 13, 1999 through a Memorandum of even date, worded as follows:

> After a careful evaluation of your case, it is our well discerned view, as supported by competent and strong evidences, that you are guilty of serious misconduct.
>
> Ordinarily, while an innocent and responsible expression of concern or opinion over the probable innocence or guilt of a co-employee, who is under administrative investigation, may not be considered as an infraction of company rules and regulations, the same consideration does not obtain in your case.

The following environmental circumstances which surrounded your E-mail message of concern over the preventive suspension upon Mr. Victor de Guzman, your superior, and whose case is still undergoing further impartial investigation, do not speak well of your true motive behind the action you have taken.

Firstly, to hide your identity as the source of the E-mail message, you intentionally used the computer of another employee, Shirley Bagnes. But before you actually sent the E-mail message, you tried to test the communication line between Shirley Bagnes' computer and your assigned computer by using Ms. Bagnes' computer in sending your computer the message "hi." Fortunately, however, our viewer-system was able to record you as the author of the E-mail message.

To further compound the situation, you timed-in at 7:46 a.m. (which you would later admit), in anticipation of a possible inquiry from the management as to the source of the message, to show that it was not possible for you to have sent the message just about the same time because you just arrived. It was later confirmed, however, that you were already using your computer as early as 7:21 a.m.

Moreover, we do not share your justification as contained in your July 29, 1999 written explanation, where you also readily admitted your culpability, that the reason why you were compelled to send an E-mail message was simply to show your support to Mr. de Guzman, who according to your premature and unsupported conclusion is innocent of the charges lodged against him. Nobody can say so at this point because the matter is still under investigation. Your explanation is contrary to the fact that, with malice and afterthought, you deliberately sent the E-mail message to almost 150 Filipino and Japanese officers and employees, who are almost entirely and officially not privy to the ongoing investigation.

Obviously, your foregoing actions at that time, as well as the tenor of your E-mail message, were evidently and maliciously premeditated to undermine the result of the ongoing

> administrative investigation involving Mr. de Guzman, and therefore, constitute serious misconduct. Moreover, your actions do not speak well of a ranking Senior Engineer in the Facilities Section especially in consideration of the fact that you have several employees reporting to you and should in fact, serve as their role model.
>
> In view of the foregoing ineluctable facts, you are hereby terminated from the service, effective immediately. Please proceed to the Finance and Accounting Department to clear yourself from any accountability and to claim whatever unpaid salaries and benefits which are still due you as of this date.
>
> For your information and guidance.[21]

Respondent De Guzman's employment was, thereafter, terminated effective August 23, 1999 through an Inter-Office Memorandum[22] of even date.

The respondents then filed a complaint for illegal dismissal against the petitioners with prayer for reinstatement, full backwages, damages and attorney's fees before the NLRC, Regional Arbitration Branch, Region IV. The case was docketed as NLRC Case No. RAB-IV-9-11426-99-L. After the mandatory conciliation proceedings failed, the parties were required to submit their respective position papers.

The Ruling of the Labor Arbiter

On April 17, 2000, Labor Arbiter Antonio R. Macam ruled in favor of FCPP, stating that it was justified in terminating the employment of the respondents. The dispositive portion of the decision reads:

> WHEREFORE, premises considered, the instant complaint is hereby dismissed for lack of merit. Ernesto Espinosa's counterclaim is likewise dismissed under the same reason.
>
> SO ORDERED.[23]

According to the Labor Arbiter, respondent De Guzman, a managerial employee, was validly dismissed for loss of trust and confidence. Citing a number of cases,[24] the Labor Arbiter stressed that where an employee holds position of trust and confidence, the employer is given wider latitude of discretion in terminating his services for just cause.

According to the Labor Arbiter, the "systematic and calculated manner" by which respondent Alvarez sent e-mail messages to his co-employees could not be disregarded. Thus, respondent Alvarez's reliance on his freedom to express his opinion was misplaced, and to condone such infraction would erode the discipline which FCPP, as the employer, requires its employees to observe for orderly conduct in the company premises.

The Labor Arbiter, likewise, ruled that as borne out by the records, the respondents were not denied due process since they were sufficiently accorded an opportunity to be heard.

Unsatisfied, the respondents appealed the Labor Arbiter's decision to the NLRC.

The Ruling of the NLRC

The NLRC sustained the ruling of the Labor Arbiter and dismissed the respondents' appeal for lack of merit. According to the Commission, the Labor Arbiter's assessment and evaluation of the facts of the case, as well as the evidence adduced by both parties, had been quite thorough. Considering that the decision appealed from was supported by substantial evidence, there was no reason to deviate from the findings of the Labor Arbiter.

The NLRC also affirmed the Labor Arbiter's finding that respondent De Guzman, a managerial employee who was routinely charged with the custody and care of the petitioner's property, was validly dismissed on the ground of willful breach of trust and confidence. Citing Cañete, Jr. vs. NLRC,[25] the Commission pointed out that the right of the employer to dismiss an employee on the ground of loss of confidence or breach of trust has been recognized by no less than the Supreme Court. Moreover, respondent De Guzman abused his

position as Facilities Manager of petitioner FCPP when he prematurely declared the steel purlins as scrap materials. The Commission also considered against respondent De Guzman his "belated [and] unsuccessful attempt to cover up his misdeeds."

In so far as the dismissal of respondent Alvarez was concerned, the Commission held that the circumstances surrounding the sending of the clearly "malicious and premeditated e-mail message" constituted no less than serious misconduct. Hence, respondent Alvarez's dismissal was also justified under the circumstances.

The NLRC also concluded that the respondents were not denied due process, since they were adequately informed of the charges against them and were required to explain thereon.

The respondents filed a motion for reconsideration of the said decision, which the NLRC denied in a Resolution dated April 9, 2002. The respondents then elevated their case to the Court of Appeals (CA).

The Ruling of the CA

The CA reversed the ruling of the NLRC and held that the respondents were illegally dismissed. According to the appellate court, the non-payment of the scrap steel purlins by the Sta. Rosa Bible Baptist Church (Sta. Rosa) to Saro's was not a valid cause for the dismissal of respondent De Guzman. Contrary to the findings of the Labor Arbiter, respondent De Guzman did not betray the trust reposed on him by his employer, as the transaction involving the sale of scrap steel purlins was between Sta. Rosa and Saro's. The CA further ruled that the burden of proving just cause for termination of employment rests on the employer, which in this case, petitioner FCPP was unable to prove by substantial evidence. Considering that respondent De Guzman's dismissal was not founded on clearly established facts sufficient to warrant his separation from work, the petitioners' act of dismissing him primarily for the sale of scrap metal purlins was unjustified.

Anent the dismissal of respondent Alvarez, the CA ruled that his act of "sympathizing and believing in the innocence of respondent De

Guzman and expressing his views" was not of such grave character as to be considered serious misconduct which warranted the penalty of dismissal. The appellate court also stressed that in determining the penalty to be imposed on an erring employee, due consideration must be given to the length of service and the number of violations committed during employment. According to the CA, the petitioners failed to take these factors into consideration in dismissing respondent Alvarez; hence, the latter was illegally dismissed. Thus, they were entitled to reinstatement to their respective positions without loss of seniority rights, full backwages, and other benefits corresponding to the period from their illegal dismissal up to actual reinstatement. The dispositive portion reads:

> WHEREFORE, the petition is given due course; the assailed decision of respondent NLRC affirming the Labor Arbiter's judgment is hereby REVERSED and SET ASIDE, and another one entered ordering the reinstatement of petitioners to their respective positions, without loss of seniority rights, and with full backwages.
>
> SO ORDERED.[26]

The petitioners filed a motion for reconsideration of the said decision, which the appellate court denied in a Resolution dated May 14, 2003.

Aggrieved, the petitioners now come to this Court, ascribing the following errors committed by the CA:

> I.
>
> THE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION WHEN IT TOTALLY IGNORED THE WELL ENTRENCHED RULE BEING FOLLOWED IN THIS JURISDICTION THAT FACTUAL FINDINGS OF THE NLRC AFFIRMING THOSE OF THE LABOR ARBITER, WHEN SUFFICIENTLY SUPPORTED BY EVIDENCE ON RECORD, ARE ACCORDED RESPECT AND FINALITY BY THE APPELLATE COURT.

II.

THE COURT OF APPEALS COMMITTED PALPABLE ERROR OF SUBSTANCE WHEN IT RULED THAT THE DISMISSAL OF PRIVATE RESPONDENTS VICTOR DE GUZMAN AND ALLAN ANTHONY ALVAREZ WERE ILLEGAL, CONTRARY TO THE FINDINGS OF BOTH THE LABOR ARBITER AND NATIONAL LABOR RELATIONS COMMISSION.

III.

THE COURT OF APPEALS COMMITTED PALPABLE ERROR OF SUBSTANCE WHEN IT COMPLETELY DISREGARDED THE FINDINGS OF BOTH THE LABOR ARBITER AND THE NATIONAL LABOR RELATIONS COMMISSION THAT PRIVATE RESPONDENT VICTOR DE GUZMAN HAD WILLFULLY BREACHED THE TRUST AND CONFIDENCE REPOSED ON HIM BY PETITIONERS WHEN HE PREMATURELY DECLARED THE METAL [PURLINS] AS SCRAP MATERIALS.

IV.

THE COURT OF APPEALS COMMITTED PALPABLE ERROR OF SUBSTANCE WHEN IT ACCEPTED HOOK [LINE] AND SINKER THE CONTENTION OF RESPONDENT VICTOR DE GUZMAN THAT THE TRANSACTION TO BUY THE STEEL [PURLINS] WAS BETWEEN STA. ROSA BIBLE BAPTIST CHURCH AND SARO'S TRUCKING SERVICES.

V.

THE COURT OF APPEALS COMMITTED PALPABLE ERROR OF SUBSTANCE WHEN IT DID NOT GIVE PROBATIVE VALUE TO THE UNCONTROVERTED TESTIMONIES OF THE WITNESSES FOR THE PETITIONERS WHO ALL GAVE THE DETAILS AND CIRCUMSTANCES ON HOW PRIVATE RESPONDENT VICTOR DE GUZMAN ABUSED HIS POSITION AS FACILITIES MANAGER AND ISO COORDINATOR.

VI.

THE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION WHEN IT IGNORED THE HOST OF JURISPRUDENTIAL TENETS CITED BY BOTH THE LABOR ARBITER AND THE NATIONAL LABOR RELATIONS [COMMISSION] SUPPORTING THE TERMINATION OF VICTOR DE GUZMAN, A MANAGERIAL EMPLOYEE, FOR WILLFUL BREACH OF TRUST AND CONFIDENCE.

VII.

THE COURT OF APPEALS COMMITTED GRAVE ABUSE OF ITS DISCRETION WHEN IT DISREGARDED THE FINDINGS OF BOTH THE LABOR ARBITER AND THE NATIONAL LABOR RELATIONS COMMISSION THAT PETITIONER ALLAN ANTHONY ALVAREZ COMMITTED SERIOUS MISCONDUCT.[27]

According to the petitioners, the conclusions of the Labor Arbiter should be respected, considering that he is in a better position to assess and evaluate the evidence presented by the contending parties. Thus, the CA, in ruling for the respondents, ignored a basic jurisprudential precept. The petitioners add that since the respondents themselves admitted their culpability, such principle should all the more be applied strictly in this case.

The petitioners also point out that the appellate court ignored the positive and incontrovertible testimonies of their witnesses, which firmly established the culpability of respondent De Guzman in prematurely declaring the steel purlins as scrap materials. Furthermore, the SNK employees confirmed that the steel purlins were still needed for the construction of a building; in fact, Astillero and Balayan stated that they even prevented the employees of Saro's from loading them onto the truck. More damaging is the statement of Victoriano, who narrated that it was only at around 2:00 p.m. of July 10, 1999 that he received a phone call from respondent De Guzman.

Contrary to the ruling of the appellate court, the witnesses for respondent De Guzman, specifically the representative of Sta. Rosa, failed to prove that they were the ones who personally transacted with Saro's. The petitioners stress that as the evidence would show, it was through respondent De Guzman that the delivery of steel purlins to Sta. Rosa was made possible. They reiterate that the respondent wanted to buy the steel purlins, since it was his precise intention to sell them to Sta. Rosa. The petitioners point out that as shown by his application for employment, respondent De Guzman is an active member of the said Church.

The petitioners also point out that respondent De Guzman is not an ordinary rank-and-file employee; he was the Facilities Manager, and concurrently, the Coordinator of the ISO 14000 Secretariat. As such, respondent De Guzman had the sensitive and confidential duty of managing the scrap disposal of petitioner FCPP, and his actuations justified his dismissal based on willful breach of trust.

Anent the case of respondent Alvarez, the petitioners assert that when he sent the e-mail message to more than 150 Filipino and Japanese officers and employees, there was a willful and malicious intent on his part to undermine the on-going investigation of his superior, respondent De Guzman.

The petitioners conclude that the penalty imposed upon the respondents is justified under the circumstances in the instant case.

In their comment, the respondents countered that as correctly held by the appellate court, their dismissal from employment has no valid and just cause. They stress that all the scrap metals were placed in the premises of petitioner FCPP, and it was not respondent De Guzman who had determined whether they could already be considered ready for disposal, but Machidori of SNK. Moreover, it was Saro's which sold the scrap materials to Sta. Rosa, and respondent De Guzman had no participation therein. The respondents point out that the issue raised before the Court is factual in nature, and as such, contrary to the Rules of Court.

The primary issue for resolution in the present case is whether respondents De Guzman and Alvarez were illegally dismissed from employment.

The Court's Ruling

The rule is that factual findings of quasi-judicial agencies such as the NLRC are generally accorded not only respect, but at times, even finality.[28] However, when it can be shown that administrative bodies grossly misappreciated evidence of such nature as to compel a contrary conclusion, the Court will not hesitate to reverse its factual findings. Factual findings of administrative agencies are not infallible and will be set aside if they fail the test of arbitrariness.[29] Thus, in this case where the findings of the CA differ from those of the Labor Arbiter and the NLRC, the Court, in the exercise of its equity jurisdiction, may look into the records of the case and re-examine the questioned findings. As a corollary, this Court is clothed with ample authority to review matters, even if they are not assigned as errors in their appeal, if it finds that their consideration is necessary to arrive at a just decision of the case.[30]

It is settled that to constitute a valid dismissal from employment, two requisites must concur: (a) the dismissal must be for any of the causes provided for in Article 282[31] of the Labor Code; and (b) the employee must be afforded an opportunity to be heard and defend himself. This means that an employer can terminate the services of an employee for just and valid causes, which must be supported by clear and convincing evidence. It also means that, procedurally, the employee must be given notice, with adequate opportunity to be heard, before he is notified of his actual dismissal for cause.[32]

After a careful and painstaking study of the records of the case, the Court rules that the respondents' dismissal from employment was not grounded on any of the just causes enumerated under Article 282 of the Labor Code.

The term "trust and confidence" is restricted to managerial employees.[33] In this case, it is undisputed that respondent De Guzman, as the Facilities Section Manager, occupied a position of

responsibility, a position imbued with trust and confidence. Among others, it was his responsibility to see to it that the garbage and scrap materials of petitioner FCPP were adequately managed and disposed of. Thus, respondent De Guzman was entrusted with the duty of handling or taking care of the property of his employer, i.e., the steel purlins which the petitioners allege the respondent prematurely declared as scrap materials.

However, to be a valid ground for dismissal, loss of trust and confidence must be based on a willful breach of trust and founded on clearly established facts. A breach is willful if it is done intentionally, knowingly and purposely, without justifiable excuse, as distinguished from an act done carelessly, thoughtlessly, heedlessly or inadvertently. It must rest on substantial grounds and not on the employer's arbitrariness, whims, caprices or suspicion; otherwise, the employee would eternally remain at the mercy of the employer.[34] Loss of confidence must not be indiscriminately used as a shield by the employer against a claim that the dismissal of an employee was arbitrary. And, in order to constitute a just cause for dismissal, the act complained of must be work-related and shows that the employee concerned is unfit to continue working for the employer.[35]

The Court had the occasion to reiterate in Nokom vs. National Labor Relations Commission[36] the guidelines for the application of the doctrine of loss of confidence –

a. loss of confidence should not be simulated;
b. it should not be used as a subterfuge for causes which are improper, illegal or unjustified;
c. it may not be arbitrarily asserted in the face of overwhelming evidence to the contrary; and
d. it must be genuine, not a mere afterthought to justify earlier action taken in bad faith.[37]

In the case at bar, the grounds relied upon by petitioner FCPP in terminating the employment of respondent De Guzman are contained in the Inter-Office Memorandum dated August 23, 1999 which effectively terminated the latter's employment:

We have carefully evaluated your case and we are convinced that you have committed grave abuse of authority amounting to serious misconduct and willful breach of trust and confidence.

Based on our findings, as supported by strong and competent evidences, and contrary to your explanation per your Letter dated July 26, 1999, the following facts were satisfactorily established:

1. That sometime in the first week of July 1999, you intimated to Mr. Roberto Pumarez, Supervisor of Saro's Trucking Services, your intention to buy from Saro's the metals which were then piled up and kept inside the Fuji Electric Philippines' compound;

2. Thereafter, you ordered the metals to be sold to Saro's Trucking Services so that you can buy them (metals) later from Saro's at the price of P3.00 per kg., which price you yourself imposed on them;

3. However, it turned out later that some pieces of metals which you have earlier declared as scraps and ordered to be sold to Saro's, were still to be used in the construction of FCPP's Building B. Thus, on July 10, 1999, while Saro's employees were initially loading the metals, an Engineer of SNK Philippines, Inc., FCPP's building contractor, stopped them. It was only later after they were prevented from further loading the metals that you checked with the SNK personnel if the metals can already be disposed of as scraps which prove that you have prematurely declared the metals as scrap;

4. That through Mr. [Adrian] Camcaman, your subordinate Technician, you instructed the personnel of Saro's to deliver the metals to Sta. Rosa Baptist Church, where you are an active Church member;

5. That, as of this date, you have not yet settled/paid your obligation to Saro's. That immediately after you were placed under preventive suspension and to support your explanation that the transaction was between Saro's and

Sta. Rosa Baptist Church, you caused, through some people representing to be members of the Baptist Church and who are unknown to Saro's, to issue a check in favor of Saro's. When this failed, another person, representing to be a member of the Baptist Church and who appeared for the first time, went to the office of Saro's and tried to serve a letter addressed to Mr. Larry Manaig, Saro's Proprietor, allegedly inquiring about the total obligation of the Baptist Church to Saro's but, which was again not accepted as, in truth and in fact, there was really no transaction between Saro's and the Sta. Rosa Baptist Church. All along, it was you and Mr. Camcaman who dealt directly with Saro's.

6. That in previous occasions, it was reported by Mr. Manaig that you solicited from him empty drums, pails and corrugated cartons which were all part of those scraps picked up from FCPP and you never paid any of them, a fact which you never denied in your explanation which is tantamount to admission.

Based on the foregoing, it is our well-discerned view that the transaction was exclusively limited between you and Saro's. Except for your self-serving explanation, you failed miserably to present direct evidence that it was the Sta. Rosa Baptist Church which bought the subject metals from Saro's, as what you want us to believe. At best, your explanation is a mere afterthought desperately concocted to exculpate yourself.

As Facilities Manager, a very sensitive and confidential position, the nature of your work demands of you that your actions should not be tainted with any suspicion or impropriety. However, you failed in this regard and abused your position to advance your self-interest.

In view of the foregoing, you are hereby terminated from the service, retroactive July 24, 1999, the date you were placed under preventive suspension. Please proceed to the Finance and Accounting Department to clear yourself from any accountability and to claim whatever unpaid salaries and benefits which are still due you as of this date.

> For your information and guidance.[38]

Based on the foregoing, the Court finds and so holds that indeed, the petitioners' reliance on the foregoing facts to justify the dismissal of respondent De Guzman from employment is misplaced.

First. The scrap metals, including the steel purlins, were already classified as scrap materials and ready for disposal. No less than the written statements of the witnesses for the petitioners confirm this. SNK Mechanical Supervisor Nat Balayan stated that the 10-wheeler truck was "about to load scrap irons, which includes c-[purlins]. Knowing that c-[purlins] could be used for braces of heap-filter box hangers, I immediately informed Mr. Machidori if I would stop the hauling, to which he consented." On the other hand, SNK Engineer Maurice Victoriano stated that when respondent De Guzman called him and inquired whether the scrap materials at the Fuji Electric Warehouse Area could already be disposed of, he (Victoriano) replied that "everything was [okay] for disposal considering that this is [FCPP's] scope." The report of Machidori is particularly revealing:

> I went to Fuji Electric Warehouse last July 10 (rainy day) to check [out] Warehouse situation. I noticed that scrap materials are being carried out by a truck. I met Mr. Adrian – Fujitsu Facilities Staff and asked me that they will take out those scrap materials. SNK Staff suggested using those scrap materials for BIF Hepa Box steel supports. So I requested Mr. Adrian [Camcaman] to separate some materials that we want to use and take out [the] others.
>
> During our Construction meeting, Facilities explained that they controlled scrap and unpacked materials for disposal. Earlier I thought that taking out those materials are good for maintaining Fuji Electric Warehouse Area. So I requested them to take out those unrecycled materials.[39]

Thus, the Court agrees with the following ratiocination of the appellate court when it denied the petitioners' motion for reconsideration of its decision:

> This Court would like to stress, as borne out by the pleadings submitted by both parties, that the subject scrap metal [purlins] were already in the scrap yard ready for hauling. It was the building contractor and not petitioner Victor de Guzman who determined whether the metals are scrap metals. Hence, the assertion of the private respondents that petitioner Victor de Guzman prematurely declared the metal [purlins] as scrap materials is without basis.[40]

In fine then, the materials at the said warehouse were already considered scrap and ready for disposal. The hauling was stopped by the SNK employees because their superiors felt that pieces of steel purlins could still be used in the construction of a building in the company premises. Thus, Victoriano and Balayan, with the conformity of their superior Machidori, requested that some pieces be left behind for the purpose.

Second. No fraud or bad faith could be attributed to respondent De Guzman, as evinced by his readiness to disclose his participation in the transaction between Saro's and Sta. Rosa.

Third. Respondent De Guzman was never charged with qualified theft as earlier alluded to by the petitioner FCPP in its Inter-Office Memorandum dated August 28, 1999.

Fourth. The focal point of the cause of respondent De Guzman's dismissal from employment is his alleged involvement in the purchase of the steel purlins from petitioner FCPP's warehouse. Whether respondent De Guzman was the buyer of the steel purlins or merely facilitated the sale thereof to Sta. Rosa is of no moment. The fact is that as per the Garbage Collection Agreement dated January 15, 1999, the scrap metals in the premises of petitioner FCPP were regularly bought by Saro's. Hence, after such scrap materials are weighed, loaded onto a truck and carried out of the company premises, the petitioner FCPP can no longer be considered the owner thereof, and ceases to exercise control over such property.[41] Loss of trust and confidence as a just cause for termination of employment is premised on the fact that the employee concerned is invested with delicate matters, such as the handling or care and protection of the property and assets of the employer.[42] In this case however, Saro's,

as the new owner of the scrap materials in question, including the steel purlins, was free to contract with anyone as it wished. At most, respondent De Guzman was merely recommending a buyer for such scrap materials, an act which could hardly be considered as deserving of such a harsh penalty as dismissal from employment.

What strikes the Court as odd in this case is that petitioner FCPP willingly believed the testimony of third persons, non-employees, rather than the account of its own employee. There has been no allegation that respondent De Guzman had been previously found guilty of any misconduct or had violated established company rules. Moreover, it is difficult to believe that respondent De Guzman would jeopardize his job for something as measly as steel purlins.[43]

The Court thus concludes that respondent De Guzman's actuations do not amount to willful breach of trust and confidence. It bears stressing that in termination cases, the employer bears the onus of proving that the dismissal was for just cause.[44] Indeed, a condemnation of dishonesty and disloyalty cannot arise from suspicions spawned by speculative inferences.[45] Because of its subjective nature, this Court has been very scrutinizing in cases of dismissal based on loss of trust and confidence because the same can easily be concocted by an abusive employer. Thus, when the breach of trust or loss of confidence theorized upon is not borne by clearly established facts, as in this case, such dismissal on the ground of loss of confidence cannot be allowed.[46] Moreover, the fact that one is a managerial employee does not by itself exclude him from the protection of the constitutional guarantee of security of tenure.[47]

The Court likewise rules that the dismissal of respondent Alvarez from employment for gross misconduct was illegal.

The Court has had varied rulings in cases involving gross misconduct as a ground for dismissal, depending on the circumstances of each case. In Zenco Sales, Inc. vs. National Labor Relations Commission,[48] the Court affirmed the NLRC and the Labor Arbiter in finding the dismissed employee "guilty of misfeasance for his failure to closely monitor and control the sales transactions of salesman Chua and malfeasance because he used the respondent corporations' properties, equipment and personnel in connection

with his personal business of buy and sale of used sacks." The Court ruled that when brought within the ambit of Article 282 of the Labor Code, it constitutes gross neglect in the performance of duty and serious misconduct resulting to loss of trust and confidence.[49] In Philippine National Construction Corporation vs. NLRC,[50] the dismissed employees were caught in the act of accepting a bribe in the form of cash and a dog from a motorist who was suspected of illegally transporting dogs. The Court held that by yielding to bribery, the said employees violated their very duty to maintain peace and order in the North Luzon Expressway, and to ensure that all tollway rules and regulations were followed. Such act was classified as serious misconduct which warranted the penalty of dismissal from employment.[51] In another case,[52] the Court considered a dismissed faculty member's act of exerting influence and pressure to change a failing grade to a passing one and the misrepresentation that a student was his nephew as serious misconduct, and a valid ground for dismissal.

However, in the old case of Radio Communications of the Philippines, Inc. vs. NLRC,[53] the Court considered the dismissed employee's act of hurling invectives at a co-employee as a minor offense. The Court therein ruled that the termination of an employee on account of a minor misconduct is illegal because Article 282 of the Labor Code mentions "serious misconduct" as a cause for cessation of employment.[54]

Misconduct has been defined as improper or wrong conduct. It is the transgression of some established and definite rule of action, a forbidden act, a dereliction of duty, willful in character, and implies wrongful intent and not mere error of judgment.[55] The misconduct to be serious must be of such grave and aggravated character and not merely trivial and unimportant. Such misconduct, however serious, must nevertheless be in connection with the employee's work to constitute just cause for his separation.[56] Thus, for misconduct or improper behavior to be a just cause for dismissal, (a) it must be serious; (b) must relate to the performance of the employee's duties; and (c) must show that the employee has become unfit to continue working for the employer.[57] Indeed, an employer may not be compelled to continue to employ such person whose continuance in the service would be patently inimical to his employer's interest.[58]

In this case, the Court finds that respondent Alvarez's act of sending an e-mail message as an expression of sympathy for the plight of a superior can hardly be characterized as serious misconduct as to merit the penalty of dismissal. This can be gleaned from a perusal of the e-mail message itself, to wit:

> Question: Where is Mr. De Guzman, Facilities Manager?
>
> Answer: He was framed-up by Saro's Trucking (FCPP garbage hauler) and [accused] of manipulating scrap metal which is not true since the church buyer and Saros agreed for a fee of P3.00/kg. [where] Saro will profit P0.40/kg plus hauling fee.
>
> Question: WHY?
>
> Answer: Mr. De Guzman was able to improve the waste management wherein Saro have to pay close to P0.25 million pesos for June scrap alone against Saro's previous collection of around P15,000/month only.
>
> THE PLOT IS OBVIOUS BUT IS IT JUST TO SUSPEND A GOOD MAN LIKE MR. DE GUZMAN THAN A GARBAGE HAULER WHO DEVILISHLY [PROFITED] FROM FCPP WITHOUT SWEAT? PLS. HELP US.[59]

There is no showing that the sending of such e-mail message had any bearing or relation on respondent Alvarez's competence and proficiency in his job. To reiterate, in order to consider it a serious misconduct that would justify dismissal under the law, the act must have been done in relation to the performance of his duties as would show him to be unfit to continue working for his employer.[60] Moreover, while allegations of a frame-up were made against Saro's, the e-mail message does not contain a single malicious imputation or charge against petitioner FCPP, or petitioner Espinosa. Instructive on this point is the discussion of the Court in Samson vs. National Labor Relations Commission,[61] viz.:

> The instant case should be distinguished from the previous cases where we held that the use of insulting and offensive language constituted gross misconduct justifying an employee's dismissal. In De la Cruz vs. NLRC (177 SCRA 626 [1989]), the dismissed employee shouted "sayang ang pagka-professional mo!" and "putang ina mo" at the company physician when the latter refused to give him a referral slip. In Autobus Worker's Union (AWU) vs. NLRC (291 SCRA 219 [1998]), the dismissed employee called his supervisor "gago ka" and taunted the latter by saying "bakit, ano'ng gusto mo, 'tang ina mo." In these cases, the dismissed employees personally subjected their respective superiors to the foregoing verbal abuses. The utter lack of respect for their superiors was patent. In contrast, when petitioner was heard to have uttered the alleged offensive words against respondent company's president and general manager, the latter was not around.
>
> In Asian Design and Manufacturing Corporation vs. Deputy Minister of Labor (142 SCRA 79 [1986]), the dismissed employee made false and malicious statements against the foreman (his superior) by telling his co-employees: "If you don't give a goat to the foreman you will be terminated. If you want to remain in this company, you have to give a goat." The dismissed employee therein likewise posted a notice in the comfort room of the company premises which read: "Notice to all Sander – Those who want to remain in this company, you must give anything to your foreman. Failure to do so will be terminated – Alice 80." In Reynolds Philippine Corporation vs. Eslava (137 SCRA 259 [1985]), the dismissed employee circulated several letters to the members of the company's board of directors calling the executive vice-president and general manager a "big fool," "anti-Filipino" and accusing him of "mismanagement, inefficiency, lack of planning and foresight, petty favoritism, dictatorial policies, one-man rule, contemptuous attitude to labor, anti-Filipino utterances and activities." In this case, the records do not show that petitioner made any such false and malicious statements against any of his superiors.[62]

In fine, the petitioners failed to show that the respondents' acts were sufficient to warrant their dismissal from employment, for loss of

trust and confidence on one hand for respondent De Guzman, and for gross misconduct as against respondent Alvarez on the other. To reiterate, it has not been shown that the respondents had been previously found guilty of any infraction of company rules and regulations during the period of their employment.

Under Article 279 of the Labor Code, an employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges, and to the payment of his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent, computed from the time his compensation was withheld from him (which, as a rule, is from the time of his illegal dismissal) up to the time of his actual reinstatement.[63] These remedies give life to the worker's constitutional right to security of tenure.[64]

The Court is wont to reiterate that while an employer has its own interest to protect, and pursuant thereto, it may terminate a managerial employee for a just cause, such prerogative to dismiss or lay-off an employee must be exercised without abuse of discretion. Its implementation should be tempered with compassion and understanding. The employer should bear in mind that, in the execution of the said prerogative, what is at stake is not only the employee's position, but his very livelihood.[65] The Constitution does not condone wrongdoing by the employee; nevertheless, it urges a moderation of the sanction that may be applied to him.[66] Where a penalty less punitive would suffice, whatever missteps may have been committed by the worker ought not be visited with a consequence so severe as dismissal from employment.[67] Indeed, the consistent rule is that if doubts exist between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter. The employer must affirmatively show rationally adequate evidence that the dismissal was for justifiable cause.[68]

WHEREFORE, the instant petition is **DENIED**. The assailed Decision of the Court of Appeals in CA-G.R. SP No. 71324 and the Resolution dated May 14, 2003 are **AFFIRMED**. Costs against the petitioners.

SO ORDERED.

PUNO, *J.*, *(Chairman)*, AUSTRIA-MARTINEZ, TINGA, and CHICO-NAZARIO, *JJ.*, concur.

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[1] Penned by Associate Justice Eugenio S. Labitoria, with Associate Justices Renato C. Dacudao and Danilo B. Pine, concurring.
[2] Rollo, p. 13.
[3] Id. at 89.
[4] Id.
[5] Id. at 180-184.
[6] Referred to as "furlins" in the proceedings before the Labor Arbiter, the NLRC and the Court of Appeals. The correct term, however, is "purlins," which means "horizontal [members] in a roof supported on the principals and supporting the common rafters." (Webster's Third New International Dictionary, Unabridged [1993], p. 1846.)
[7] Rollo, p. 90.
[8] Id. at 127-129.
[9] Id. at 130-133.
[10] Rollo, pp. 134-135.
[11] Id. at 136.
[12] Id. at 138.
[13] Id. at 137.
[14] Rollo, p. 136.
[15] Ibid.
[16] Id. at 139-142.
[17] Id. at 143-145.
[18] Id. at 143.
[19] Id. at 151.
[20] Id. at 152.
[21] Id. at 153-154.
[22] Id. at 169-170.
[23] Id. at 295.
[24] Estiva vs. National Labor Relations Commission, 225 SCRA 169 (1993); Madlos vs. National Labor Relations Commission, 254 SCRA 248 (1996); San Antonio vs. National Labor Relations Commission, 250 SCRA 359 (1995); Panday vs. National Labor Relations Commission, 209 SCRA 122 (1992).
[25] 374 Phil. 272 (1999).
[26] Rollo, p. 77.
[27] Id. at 7-8.
[28] See Villar vs. National Labor Relations Commission, 331 SCRA 686 (2000).
[29] Philippine Airlines, Inc. vs. National Labor Relations Commission, 279 SCRA 445 (1997), citing Zarate, Jr. vs. Olegario, 263 SCRA 1 (1996).
[30] Globe Telecom, Inc. vs. Florendo-Flores, 390 SCRA 201 (2002).

[31] Article 282. Termination by employer. – An employer may terminate an employment for any of the following causes:
(a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work;
(b) Gross and habitual neglect by the employee of his duties;
(c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly- authorized representative;
(d) Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly-authorized representative; and
(e) Other causes analogous to the foregoing.
[32] Permex, Inc. vs. National Labor Relations Commission, 323 SCRA 121 (2000).
[33] Dela Cruz vs. National Labor Relations Commission, 268 SCRA 458 (1997).
[34] Surigao del Norte Electric Cooperative vs. National Labor Relations Commission, 309 SCRA 233 (1999).
[35] Sulpicio Lines, Inc. vs. Gulde, 377 SCRA 525 (2002).
[36] 336 SCRA 97 (2000), citing Vitarich Corporation, et al. vs. National Labor Relations Commission, et al., 307 SCRA 509, 518 (1999).
[37] Id. at 111-112.
[38] Rollo, pp. 169-170.
[39] Id. at 161.
[40] Id. at 82.
[41] Article 1477 of the New Civil Code provides that "the ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof."
[42] Sulpicio Lines, Inc. vs. Gulde, supra, note 35.
[43] Ibid.
[44] Asia Pacific Chartering (Phils.), Inc. vs. Farolan, 393 SCRA 454 (2002).
[45] Skippers Pacific, Inc. vs. Mira, 392 SCRA 371 (2002).
[46] Cruz vs. National Labor Relations Commission 324 SCRA 770 (2000).
[47] Maglutac vs. National Labor Relations Commission, 189 SCRA 767 (1990).
[48] 234 SCRA 689 (1994).
[49] Id. at 695.
[50] 307 SCRA 218 (1999).
[51] Id. at 227.
[52] Padilla vs. National Labor Relations Commission, 273 SCRA 457 (1997).
[53] 258 SCRA 211 (1996).
[54] Id. at 220.
[55] Surigao del Norte Electric Cooperative vs. National Labor Relations Commission, supra, citing Cosep vs. NLRC, 290 SCRA 704 (1998).
[56] Samson vs. National Labor Relations Commission, 330 SCRA 460, 471 (2000), citing Cosep vs. National Labor Relations Commission, 290 SCRA 704 (1998).
[57] Philippine Aeolus Automotive United Corporation vs. National Labor Relations Commission, 331 SCRA 237, 246 (2000), citing Molato vs. National Labor Relations Commission, 266 SCRA 42 (1997) and Aris

Philippines, Inc. vs. National Labor Relations Commission, 238 SCRA 59 (1994).
[58] GT Printers vs. National Labor Relations Commission, 208 SCRA 321 (1992), citing Colgate Palmolive Phils., Inc. vs. Ople, 163 SCRA 323 (1988).
[59] Rollo, p. 146.
[60] Supra at note 57.
[61] Supra.
[62] Id. at 472-473.
[63] Rodriguez, Jr. vs. National Labor Relations Commission, 393 SCRA 511 (2002), citing Bustamante vs. National Labor Relations Commission, 265 SCRA 61 (1996).
[64] Hantex Trading Co., Inc. vs. Court of Appeals, 390 SCRA 181 (2002).
[65] Maglutac vs. National Labor Relations Commission, supra.
[66] Austria vs. National Labor Relations Commission, 312 SCRA 410 (1999), citing Gandara Mill Supply and Milagros Sy vs. NLRC and Silvestre Germano, 300 SCRA 702 (1998).
[67] Id., citing PLDT vs. NLRC and Enrique Gabriel, 303 SCRA 9 (1999).
[68] Asuncion vs. National Labor Relations Commission, 362 SCRA 56 (2001).