SUPREME COURT
FIRST DIVISION

MADRIGAL & COMPANY, INC.,
***Petitioner*,**

-versus-

G.R. No. L-48237
June 30, 1987

HON. RONALDO B. ZAMORA, PRESIDENTIAL ASSISTANT FOR LEGAL AFFAIRS, THE HON. SECRETARY OF LABOR, and MADRIGAL CENTRAL OFFICE EMPLOYEES UNION,
***Respondents*.**
x----------x

MADRIGAL & COMPANY, INC.,
***Petitioner*,**

-versus-

G.R. No. L-49023

HON. MINISTER OF LABOR and MADRIGAL CENTRAL OFFICE EMPLOYEES UNION,
***Respondents*.**
x----------x

D E C I S I O N

SARMIENTO, *J.*:

These are two Petitions for *Certiorari* and Prohibition filed by the petitioner, the Madrigal & Co., Inc. The facts are undisputed.

The petitioner was engaged, among several other corporate objectives, in the management of Rizal Cement Co., Inc.[1] Admittedly, the petitioner and Rizal Cement Co., Inc. are sister companies.[2] Both are owned by the same or practically the same stockholders.[3]

On December 28, 1973, the respondent, the Madrigal Central Office Employees Union, sought for the renewal of its collective bargaining agreement with the petitioner, which was due to expire on February 28, 1974.[4] Specifically, it proposed a wage increase of P200.00 a month, an allowance of P100.00 a month, and other economic benefits.[5] The petitioner, however, requested for a deferment in the negotiations.

On July 29, 1974, by am alleged resolution of its stockholders, the petitioner reduced its capital stock from 765,000 shares to 267,366 shares.[6] This was effected through the distribution of the marketable securities owned by the petitioner to its stockholders in exchange for their shares in an equivalent amount in the corporation.[7]

On August 22, 1975, by yet another alleged stockholders' action, the petitioner reduced its authorized capitalization from 267,366 shares to 110,085 shares, again, through the same scheme.[8]

After the petitioner's failure to sit down with the respondent union, the latter, or August 28, 1974, commenced Case No. LR-5415 with the National Labor Relations Commission on a complaint for unfair labor practice.[9] In due time, the petitioner filed its position paper,[10] alleging operational losses. Pending the resolution of Case No. LR-5415, the petitioner, in a letter dated November 17, 1975,[11] informed the Secretary of Labor that Rizal Cement Co., Inc., "from which it derives income"[12] "as the General Manager or Agent"[13] had "ceased operating temporarily."[14] In addition, "because of the desire of the

stockholders to phase out the operations of the Madrigal & Co., Inc. due to lack of business incentives and prospects, and in order to prevent further losses,"[15] it had to reduce its capital stock on two occasions "As the situation, therefore, now stands, the Madrigal & Co., Inc. is without substantial income to speak of, necessitating a reorganization, by way of retrenchment, of its employees and operations."[16] The petitioner then requested that it "be allowed to effect said reorganization gradually considering all the circumstances, by phasing out in at least three (3) stages, or in a manner the Company deems just, equitable and convenient to all concerned, about which your good office will be apprised accordingly."[17] The letter, however, was not verified and neither was it accompanied by the proper supporting papers. For this reason, the Department of Labor took no action on the petitioner's request.

On January 19, 1976, the labor arbiter rendered a decision[18] granting, among other things, a general wage increase of P200.00 a month beginning March 1, 1974 plus a monthly living allowance of P100.00 monthly in favor of the petitioner's employees. The arbiter specifically found that the petitioner "had been making substantial profits in its operation"[19] since 1972 through 1975. The petitioner appealed.

On January 29, 1976, the petitioner applied for clearance to terminate the services of a number of employees pursuant supposedly to its retrenchment program. On February 3, 1976, the petitioner applied for clearance to terminate 18 employees more.[20] On the same date, the respondent union went to the Regional Office (No. IV) of the Department of Labor (NLRC Case No. R04-2-1432-76) to complain of illegal lockout against the petitioner.[21] Acting on this complaint, the Secretary of Labor, in a decision dated December 14, 1976,[22] found the dismissals "to be contrary to law"[23] and ordered the petitioner to reinstate some 40 employees, 37 of them with backwages.[24] The petitioner then moved for reconsideration, which the Acting Labor Secretary, Amado Inciong, denied.[25]

Thereafter, the petitioner filed an appeal to the Office of the President. The respondent, the Presidential Assistant on Legal Affairs, affirmed with modification the Labor Department's decision, thus:

x x x

1. Eliseo Dizon, Eugenio Evangelista and Benjamin Victorio are excluded from the order of reinstatement.

2. Rogelio Meneses and Roberto Taladro who appear to have voluntarily retired and paid their retirement pay, their cases are left to the judgment of the Secretary of Labor who is in a better position to assess appellant's allegation as to their retirement.

3. The rest are hereby reinstated with six (6) months backwages, except Aleli Contreras, Teresita Eusebio and Norma Parlade who are to be reinstated without backwages.

SO ORDERED.[26]

x x x

On May 15, 1978, the petitioner came to this court. (G.R. No. 48237.)

Meanwhile, on May 25, 1977, the National Labor Relations Commission rendered a decision affirming the labor arbiter's judgment in Case No. LR-5415.[27] The petitioner appealed to the Secretary of Labor. On June 9, 1978, the Secretary of Labor dismissed the appeal.[28] Following these successive reversals, the petitioner came anew to this court. (G.R. No. 49023.)

By our resolution dated October 9, 1978, we consolidated G. R. No. 48237 with G.R. No. 49023.[29] We likewise issued temporary restraining orders.[30]

In G.R. No. 48237, the petitioner argues, that:

x x x

I. SAID RESPONDENTS ERRED IN HOLDING THAT THERE WAS NO VALID COMPLIANCE WITH THE CLEARANCE REQUIREMENT.

II. SAID RESPONDENTS ERRED IN NOT HOLDING THAT THERE IS NO LOCKOUT HERE IN LEGAL CONTEMPLATION, MUCH LESS FOR UNION-BUSTING PURPOSES.

III. RESPONDENT PRESIDENTIAL ASSISTANT ERRED IN ORDERING THE REINSTATEMENT OF THE REST OF AFFECTED MEMBERS OF RESPONDENT UNION WITH SIX (6) MONTHS BACKWAGES, EXCEPT ALELI CONTRERAS, TERESITA EUSEBIO AND NORMA PARLADE WHO ARE TO BE REINSTATED WITHOUT BACKWAGES.

IV. RESPONDENT PRESIDENTIAL ASSISTANT ERRED IN LEAVING TO THE JUDGMENT OF RESPONDENT SECRETARY THE CASES OF ROGELIO MENESES AND ROBERTO TALADRO WHO HAD VOLUNTARILY RETIRED AND PAID THEIR RETIREMENT PAY.[31]

x x x

while in G.R. No. 49023, it submits that:

x x x

1. RESPONDENT MINISTER ERRED IN AFFIRMING THE DECISION EN BANC OF THE NATIONAL LABOR RELATIONS COMMISSION DESPITE CLEAR INDICATIONS IN THE RECORD THAT THE AWARD WAS PREMATURE IN THE ABSENCE OF A DEADLOCK IN NEGOTIATION AND THE FAILURE ON THE PART OF THE LABOR ARBITER TO RESOLVE THE MAIN IF NOT ONLY ISSUE OF REFUSAL TO BARGAIN, THEREBY DEPRIVING PETITIONER OF ITS RIGHT TO DUE PROCESS.

2. ASSUMING ARGUENDO THAT THERE WAS A DEADLOCK IN NEGOTIATION, RESPONDENT MINISTER ERRED NEVERTHELESS IN NOT FINDING THAT THE

> ECONOMIC BENEFITS GRANTED IN THE FORM OF SALARY INCREASES ARE UNFAIR AND VIOLATIVE OF THE MANDATORY GUIDELINES PRESCRIBED UNDER PRESIDENTIAL DECREE NO. 525 AND IGNORING THE UNDISPUTED FACT THAT PETITIONER HAD VIRTUALLY CEASED OPERATIONS AFTER HAVING TWICE DECREASED ITS CAPITAL STOCKS AND, THEREFORE, NOT FINANCIALLY CAPABLE TO ABSORB SUCH AWARD OF BENEFITS.[32]

x x x

There is no merit in these two (2) petitions.

As a general rule, the findings of a administrative agencies are accorded not only respect but even finality.[33] This is especially true with respect to the Department of Labor, which performs not only a statutory function but carries out a Constitutional mandate as well.[34] our jurisdiction, as a rule, is confined to cases of grave abuse of discretion.[35] But for *certiorari* to lie, there must be such arbitrary and whimsical exercise of power, or that discretion was exercised despotically.[36]

In no way can the questioned decisions be seen as arbitrary. The decisions themselves show why.

Anent Case No. R04-2-1432-76 (G.R. No. 48237), we are satisfied with the correctness of the respondent Presidential Assistant for Legal Affairs' findings. We quote:

x x x

> In urging reversal of the appealed decision, appellant contends that (1) its letter dated November 17, 1975, constitute "substantial compliance with the clearance requirement to terminate;" and (2) individual appellees' dismissal had no relation to any union activities, but was the result of an honest-to-goodness retrenchment policy occasioned by loss of income due to cessation of operation.

We find the first contention to be without merit. Aside from the fact that the controversial letter was unverified, with not even a single document submitted in support thereof, the same failed to specify the individual employees to be affected by the intended retrenchment. Not only this, but the letter is so vague and indefinite regarding the manner of effecting appellant's retrenchment plan as to provide the Secretary of (sic) a reasonable basis on which to determine whether the request for retrenchment was valid or otherwise, and whether the mechanics in giving effect thereto was just or unjust to the employees concerned. In fact, to be clearly implied from the letter is that the implementary measures needed to give effect to the intended retrenchment are yet to be thought of or concretized in the indefinite future, measures about which the office of the Secretary "will be apprised accordingly." All these, and more, as correctly found by the Acting Secretary, cannot but show that the letter is insufficient in form and substance to constitute a valid compliance with the clearance requirement. That being so, it matters little whether or not complainant union or any of its members failed to interpose any opposition thereto.

It cannot be over-emphasized that the purpose in requiring a prior clearance by the Secretary of Labor, in cases of shutdown or dismissal of employees, is to afford said official ample opportunity to examine and determine the reasonableness of the request. This is made imperative in order to give meaning and substance to the constitutional mandate that the State must "afford protection to labor," and guarantee their "security of tenure." Indeed, the rules require that the application for clearance be filed ten (10) days before the intended shutdown or dismissal, serving a copy thereof to the employees affected in order that the latter may register their own individual objections against the grant of the clearance. But how could this requirement of notice to the employees have been complied with, when, as observed by the Acting Secretary in his modificatory decision dated June 30, 1977 "the latter of November 17, 1975 does not even state definitely the employees involved' upon whom service could be made."

With respect to appellant's second contention, we agree with the Acting Secretary's findings that individual appellee's dismissal was an offshoot of the union's demand for a renegotiation of the then validly existing collective bargaining Agreement.

x x x

The pattern of appellant's acts after the decision of the Labor Arbiter in Case No. LR-5415 has convinced us that its sole objective was to render moot and academic the desire of the union to exercise its right to bargain collectively with management, especially so when it is considered in the light of the fact that under the said decision the demand by the union for wage increase and allowances was granted. What renders appellant's motive suspect was its haste in terminating the services of individual appellees, without waiting the outcome of its appeal in Case No. LR-5415. The amount involved by its offer to pay double separation could very well have been used to pay the salaries of those employees whose services were sought to be terminated, until the resolution of its appeal with the NLRC, since anyway, if its planned retrenchment is found to be justifiable and done in good faith, its only liability is to answer for the separation pay provided by law. By and large, therefore, we agree with the Acting Secretary that, under the circumstances obtaining in this case, "respondent's action [was] a systematic and deliberate attempt to get rid of complainants because of their union activities."

We now come to the individual cases of Aleli Contreras, Teresita Eusebio and Norma Parlade. It is appellant's claim that these three (3) should not be reinstated inasmuch as they have abandoned their world by their continued absences, and moreover in the case of Contreras, she failed to oppose the application for clearance filed against her on October 24, 1975. However, appellant's payrolls for December 16-31, 1975, January 1-15, 1976 and January 16-31, 1976, show that the three (3) were "on leave without pay." As correctly appreciated by the Acting Secretary, these "payrolls prove, first, that `leave' has been granted to these employees, and, second, that it is a

practice in the company to grant 'leaves without pay' without loss of employment status, to those who have exhausted their authorized leave." As regards, Norma Parlade, the records show that she "truly incurred illness and actually underwent surgery on Oct., 1975." As to Aleli Contreras, there is no showing that the Secretary of Labor or appellant ever acted on the clearance. If we were to follow the logic of appellant, Contreras should not have been included in the application for clearance filed or Feb. 3, 1976. The fact that she was included shows that up to that time, she was still considered as a regular employee. It was for these reasons, coupled with the length of service that these employees have rendered appellant, that the Acting Secretary ordered their reinstatement but without backwages.[37]

x x x

With respect to Case No. LR-5415 (G.R. No. 49023), we are likewise content with the findings of the National Labor Relations Commission. Thus:

x x x

Appellant now points that the only issue certified to compulsory arbitration is "refusal to bargain" and it is, therefore, premature to dictate the terms of the CBA on the assumption that there was already a deadlock in negotiation. Appellant further contends that, assuming there was deadlock in negotiation, the economic benefits granted are unreasonable and violative of the guideline prescribed by P.D. 525.

On the other hand, it is the union's stance that its economic demands are justified by the persistent increase in the cost of living and the substantial earnings of the company from 1971 to 1975.

It bears to stress that although the union's petition was precipitated by the company's refusal to bargain, there are glaring circumstances pointing out that the parties also submitted "deadlock" to arbitration. The petition itself is couched in general terms, praying for arbitration of the union's

"dispute" with the respondent concerning proposed changes in the collective bargaining agreement." It is supported with a copy of the proposed changes which just goes to show that the union, aside from the issue concerning respondent's refusal to bargain, sought determination of the merit of its proposals. On the part of the appellant company, it pleaded financial incapacity to absorb the proposed economic benefits during the initial stage of the proceedings below. Even the evidence and arguments proferred below by both parties are relevant to deadlock issue. In the face of these factual environment, it is our view that the Labor Arbiter below did not commit a reversible error in rendering judgment on the proposed CBA changes. At any rate, the minimum requirements of due process was satisfied because as heretofore stated, the appellant was given opportunity, and had in fact, presented evidence and argument in avoidance of the proposed CBA changes.

We do not also subscribe to appellant's argument that by reducing its capital, it is made evident that it is phasing out its operations. On the contrary, whatever may be the reason behind such reductions, it is indicative of an intention to keep the company a going concern. So much so that until now almost four (4) years later, it is still very much in existence and operational as before.

We now come to the question concerning the equitableness of the economic benefits granted below. It requires no evidence to show that the employees concerned deserve some degree of upliftment due to the unabated increase in the cost of living especially in Metro Manila. Of course the company would like us to believe that it is losing and is therefore not financially capable of improving the present CBA to favor its employees. In support of such assertion, the company points that the profits reflected in its yearly Statement of Income and Expenses are dividends from security holdings. We, however, reject as puerile its suggestion to dissociate the dividends it received from security holdings on the pretext that they belong exclusively to its stockholders. The dividends received by the company are corporate earnings arising from corporate investment which no doubt are attended to by the employees involved in this

> proceedings otherwise, it would not have been reflected as part of profits in the company's yearly financial statements. In determining the reasonableness of the economic grants below, we have, therefore, scrutinized the company's Statement of Income and Expenses from 1972 to 1975 and after equating the welfare of the employees with the substantial earnings of the company, we find the award to be predicated on valid justifications.
>
> The salary increase we herein sanction is also in keeping with the rational that made imperative the enactment of the Termination Pay Law since in case the respondent company really closes down, the employees will receive higher separation pay or retirement benefits to tide them over while seeking another employment.[38]

What clearly emerges from the recorded facts is that the petitioner, awash with profits from its business operations but confronted with the demand of the union for wage increases, decided to evade its responsibility towards the employees by a devised capital reduction. While the reduction in capital stock created an apparent need for retrenchment, it was, by all indications, just a mask for the purge of union members, who, by then, had agitated for wage increases. In the face of the petitioner company's piling profits, the unionists had the right to demand for such salary adjustments.

That the petitioner made quite handsome profits is clear from the records. The labor arbiter stated in his decision in the collective agreement case (Case No. LR-5415):

x x x

> A clear scrutiny of the financial reports of the respondent [herein petitioner] reveals that it had been making substantial profits in the operation.
>
> In 1972, when it still had 765,000 common shares, of which 305,000 were unissued and 459,000 outstanding capitalized at P16,830,000.00, the respondent made a net profit of P2,403,211.58. Its total assets were P70,821,317.81.

> In 1973, based on the same capitalization, its profit increased to P2,724,465.33. Its total assets increased to P83,240,473.73.
>
> In 1974, although its capitalization was reduced from P16,830,000.00 to P11,230,459.36, its profits were further increased to P2,922,349.70. Its assets were P78,842,175.75.
>
> The reduction in its assets by P4,398,297.98 was due to the fact that its capital stock was reduced by the amount of P5,599,540.54.
>
> In 1975, for the period of only six months, the respondent reported a net profit of P547,414.72, which when added to the surplus of P5,591.214.19, makes a total surplus of P6,138,628.91 as of June 30, 1975.[39]

x x x

The petitioner would, however, have us believe that it in fact sustained losses. Whatever profits it earned, so it claims were in the nature of dividends "declared on its share holdings in other companies in the earning of which the employees had no participation whatsoever."[40] "Cash dividends," according to it," are the absolute property of the stockholders and cannot be made available for disposition if only to meet the employees' economic demands."[41]

There is no merit in this contention. We agree with the National Labor Relations Commission that "[t]he dividends received by the company are corporate earnings arising from corporate investment."[42] Indeed, as found by the Commission, the petitioner had entered such earnings in its financial statements as profits, which it would not have done if they were not in fact profits.[43]

Moreover, it is incorrect to say that such profits — in the form of dividends — are beyond the reach of the petitioner's creditors since the petitioner had received them as compensation for its management services in favor of the companies it managed as a shareholder thereof. As such shareholder, the dividends paid to it were its own

money, which may then be available for wage increments. It is not a case of a corporation distributing dividends in favor of its stockholders, in which case, such dividends would be the absolute property of the stockholders and hence, out of reach by creditors of the corporation. Here, the petitioner was acting as stockholder itself, and in that case, the right to a share in such dividends, by way of salary increases, may not be denied its employees.

Accordingly, this court is convinced that the petitioner's capital reduction efforts were, to begin with, a subterfuge, a deception as it were, to camouflage the fact that it had been making profits, and consequently, to justify the mass layoff in its employee ranks, especially of union members. They were nothing but a premature and plain distribution of corporate assets to obviate a just sharing to labor of the vast profits obtained by its joint efforts with capital through the years. Surely, we can neither countenance nor condone this. It is an unfair labor practice.

As we observed in People's Bank and Trust Company vs. People's Bank and Trust Co. Employees Union:[44]

x x x

> As has been held by this Court in Insular Lumber Company vs. CA, et al., L-23875, August 29, 1969, 29 SCRA 371, retrenchment can only be availed of if the company is losing or meeting financial reverses in its operation, which certainly is not the case at bar. Undisputed is the fact, that the Bank "at no time incurred losses." As a matter of fact, "the net earnings of the Bank would be in the average of P2,000,000.00 a year from 1960 to 1969 and, during this period of nine (9) years, the Bank continuously declared dividends to its stockholders." Thus the mass lay-off or dismissal of the 65 employees under the guise of retrenchment policy of the Bank is a lame excuse and a veritable smoke-screen of its scheme to bust the Union and thus unduly disturb the employment tenure of the employees concerned, which act is certainly an unfair labor practice.[45]

Yet, at the same time, the petitioner would claim that "the phasing out of its operations which brought about the retrenchment of the

affected employees was mainly dictated be the necessity of its stockholders in their capacity as heirs of the late Don Vicente Madrigal to partition the estate left by him."[46] It must be noted, however, that the labor cases were tried on the theory of losses the petitioner was supposed to have incurred to justify retrenchment. The petitioner cannot change its theory in the Supreme Court. Moreover, there is nothing in the records that will substantiate this claim. But what is more important is the fact that it is not impossible to partition the Madrigal estate — assuming that the estate is up for partition — without the petitioner's business closing shop and inevitably, without the petitioner laying off its employees.

As regards the question whether or not the petitioner's letter dated November 17, 1975[47] was in substantial compliance with legal clearance requirements, suffice it to state that apart from the Secretary of Labor's valid observation that the same "did not constitute a sufficient clearance as contemplated by law,"[48] the factual circumstances show that the letter in question was itself a part of the "systematic and deliberate attempt to get rid of [the union members] because of their union activities."[49] Hence, whether or not the said letter complied with the legal formalities is beside the point since under the circumstances, retrenchment was, in all events, unjustified. Parenthetically, the clearance required under Presidential Decree No. 850 has been done away with by Batas Blg. 130, approved on August 21, 1981.

During the pendency of these petitions, the petitioner submitted manifestations to the effect that certain employees have accepted retirement benefits pursuant to its retrenchment scheme.[50] This is a matter of defense that should be raised before the National Labor Relations Commission.

To do away with the protracted process of determining the earnings acquired by the employees as a result of ad interim employment, and to erase any doubt as to the amount of backwages due them, this court. in line with the precedent set in Mercury Drug Co., Inc. vs. Court of Industrial Relations,[51] affirmed in a long line of decisions that came later,[52] hereby fixes the amount of backwages at three (3) years pay reckoned at the increased rates decreed by the labor arbiter in Case No. LR-5415 without deduction or qualification.

WHEREFORE, the petitions are hereby **DISMISSED**. Subject to the modification as to the amount of backwages hereby awarded, the challenged Decisions are **AFFIRMED**. The Temporary Restraining Orders are **LIFTED**. With costs against the petitioner.

This Decision is **IMMEDIATELY EXECUTORY.**

SO ORDERED.

Yap, Narvasa, Melencio-Herrera, Cruz, Feliciano and Gancayco, *JJ.*, concur.

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[1] Rollo, G.R. No. 48237, 10, 18, 20-21.
[2] Id., 10.
[3] Id., 20.
[4] Id., 21.
[5] Id., 29.
[6] Id., 18, 30.
[7] Id.
[8] Id.
[9] Rollo, G.R. No. 49023, 4.
[10] Id., 25-29.
[11] Id., G.R. No. 48237, 18-20.
[12] Id., 18.
[13] Id.
[14] Id.
[15] Id.
[16] Id.
[17] Id.
[18] Id., G.R. No. 49023, 32-37.
[19] Id., 34.
[20] Id., G.R. No. 48237, 3, 84.
[21] Id.
[22] Id., 20-28.
[23] Id., 27.
[24] Id., 28.
[25] Id., 29-36.
[26] Id., 60-61.
[27] Id., G.R. No. 49023. 64-76.
[28] Id., 78-80.
[29] Id., 86-A1.
[30] Id., 85-86; id., G.R. No. 48237, 77-78.

[31] Id., G.R. No. 48237, 6.
[32] Id., G.R. No. 49023, 8.
[33] Special Events & Central Shipping Office Workers Union San Miguel Corp., Nos. L-51002-06, May 30, 1983, 122 SCRA 557 (1983), citing International Hardwood and Veneer Co. of the Phil. vs. Leogardo, No. L-57429, October 28, 1982, 117 SCRA 967 (1982), Genconsu Free Workers Union vs. Inciong, No. L-48687, July 2, 1979, 91 SCRA 311 (1979), and Dy Keh Beng vs. International Labor, No. L-32245, May 25, 1979, 90 SCRA 161 (1979).
[34] Int'l. Hardwood and Veneer Co. of the Phil. vs. Leogard, supra.
[35] Special Events & Central Shipping Office Workers Union vs. San Miguel Corp., supra, citing Consolidated Farms, Inc. vs. Noriel, No. L-47752, July 31, 1978, 84 SCRA 469 (1970), Scott vs. Inciong, No. L-38868, December 29, 1975, 68 SCRA 473 (1975), and San Miguel Corp. vs. Secretary of Labor, No. L-39195, May 26, 1975, 64 SCRA 56 (1975).
[36] Busier vs. Leogardo, Jr., No. L-63316, July 31, 1984, 131 SCRA 151 (1984), citing Palma and Ignacio vs. Q & S, Inc., No. L-20366, May 19, 1966, 17 SCRA 97 (1966) and Philippine Virginia Tobacco Administration vs. Lucero, No. L-32550, October 27, 1983, 125 SCRA 337 (1983).
[37] Id., G.R. No. 48237, 55-57, 58-59.
[38] Id., G.R. No. 49023, 65-67.
[39] Id., 34-35.
[40] Id., 53.
[41] Id.
[42] Id., 67.
[43] Id.
[44] Nos. L-39598 and 39603, January 13, 1976, 69 SCRA 10 (1976).
[45] Supra, 25-26.
[46] Id., G.R. No. 48237, 144.
[47] Id., 18-19.
[48] Id., 25.
[49] Id., 26.
[50] Id., 118-122, 141-145.
[51] No. L-23557, April 30, 1974, 56 SCRA 694 (1974).
[52] Manila Hotel Corporation vs. NLRC, No. L-53453, January 22, 1986, 141 SCRA 169 (1986); Akay Printing Press vs. Minister of Labor and Employment, No. L-59651, December 6, 1985, 140 SCRA 381(1985); Magtoto vs. National Labor Relations Commission, No. L-63370, November 18, 1985, 140 SCRA 58 (1985); Panay Railways, Inc. vs. National Labor Relations Commission, No. L-69416, July 11, 1985, 137 SCRA 480 (1985); Lepanto Consolidated Mining Company vs. Encarnacion, Nos. L-67002-03, April 30, 1985, 136 SCRA 256 (1985); Medical Doctors, Inc. (Makati Medical Center) vs. NLRC, No. L-56633, April 24, 1985, 136 SCRA 1 (1985); Insular Life Assurance Co., Ltd. vs. NLRC, No. L-49071, April 17, 1985, 135 SCRA 697 (1985); Flexo Manufacturing Corp. vs. NLRC, No. L-55971, February 28, 1985, 135 SCRA 145 (1985); Philippine Airlines, Inc. vs. NLRC, No. L-64809, November 29, 1983, 126 SCRA 223 (1983); Associated Anglo American Tobacco Corporation vs. Lazaro, No. L-63779, October 27, 1983,

125 SCRA 463 (1983); Capital Garment Corporation vs. Ople, No. L-53627, September 10, 1982, 117 SCRA 473 (1982); Litex Employees Association vs. CIR, No. L-39154, September 9, 1982, 116 SCRA 459 (1982); Yucoco vs. Inciong, No. L-49061, March 29, 1982, 113 SCRA 245 (1982); People's Industrial and Commercial Employees and Workers Org. (FFLU) vs. People's Industrial and Commercial Corp., No. L-37687, March 15, 1982, 112 SCRA 440 (1982); Kapisanan ng Manggagawa sa Camara Shoes vs. Camara Shoes, No. L-50985, January 30, 1982, 111 SCRA 477 (1982); Pepito vs. Secretary of Labor, No. L-49418, February 29, 1980, 96 SCRA 454 (1980); Citizens' League of Free-Workers vs. CIR, No. L-38293, February 21, 1980, 96 SCRA 225 (1980); Liberty Cotton Mills Workers Union vs. Liberty Cotton Mills, Inc., No. L-33987, May 31, 1979, 90 SCRA 391 (1979); Dy Keh Beng vs. International Labor, supra; Bachrach Motor Co., Inc. vs. Court of Industrial Relations, No. L-26136, October 30, 1978, 86 SCRA 27 (1978); L.R. Aguinaldo & Co., Inc. vs. Court of Industrial Relations, No. L-31909, April 3, 1978, 82 SCRA 309 (1978); Danao Development Corporation vs. NLRC, Nos. L-40706 & 40700, February 16, 1978, 81 SCRA 487 (1978); Monteverde vs. Court of Industrial Relations, No. L-32975, September 30, 1977, 79 SCRA 259 (1977); Insular Life Assurance Co., Ltd. Employees Association-Natu vs. Insular Life Assurance Co., Ltd., No. L-25291, March 10, 1977, 76 SCRA 50 (1977); People's Bank and Trust Company vs. People's Bank and Trust Co. Employees Union, supra; Luzon Stevedoring vs. Court of Industrial Relations, No. L-34300, November 22, 1974, 61 SCRA 154 (1974); Feati University Faculty Club (Paflu) vs. Feati University, No. L-31503, August 25, 1974, 58 SCRA 395 (1974).