SUPREME COURT
THIRD DIVISION

MALAYANG SAMAHAN NG MGA MANGGAGAWA SA M. GREENFIELD (MSMG-UWP), ITS PRESIDENT BEDA MAGDALENA VILLANUEVA, MARIO DAGANIO, DONATO GUERRERO, BELLA P. SANCHEZ, ELENA TOBIS, RHODA TAMAYO, LIWAYWAY MALLILIN, ELOISA SANTOS, DOMINADOR REBULLO, JOSE IRLAND, TEOFILA QUEJADA, VICENTE SAMONTINA, FELICITAS DURIAN, ANTONIO POLDO, ANGELINA TUGNA, SALVADOR PENALOSA, LUZVIMINDA TUBIG, ILUMINADA RIVERA, ROMULO SUMILANG, NENITA BARBELONIA, LEVI BASILIA, RICARDO PALAGA, MERCY ROBLES, LEODEGARIO GARIN, DOMINGO ECLARINAL, MELCHOR GALLARDO, MARCELO GARIN, ROSALINA BAUTISTA, MARY ANN TALIGATOS, ALEJANDRO SANTOS, ANTONIO FRAGA, LUZ GAPULTOS, MAGDALENA URSUA, EUGENIO ORDAN, LIGAYA MANALO, PEPITO DELA PAZ, PERLITA DIMAQUIAT, MYRNA VASQUEZ, FLORENTINA SAMPAGA, ARACELI FRAGA, MAXIMINA FAUSTINO, MARIA TAN, OLIGARIO LOMO, PRECILA EUSEBIO, SUSAN ABOGANO, CAROLINA MANINANG, GINA

GLIFONIA, OSCAR SOTTO, CELEDONA MALIGAYA, EFREN VELASQUEZ, DELIA ANOVER, JOSEPHINE TALIMORO, MAGDALENA TABOR, NARCISA SARMIENTO, SUSAN MACASIEB, FELICIDAD SISON, PRICELA CARTA, MILA MACAHILIG, CORAZON NUNALA, VISITACION ELAMBRE, ELIZABETH INOFRE, VIOLETA BARTE, LUZVIMINDA VILLOSA, NORMA SALVADOR, ELIZABETH BOGATE, MERLYN BALBOA, EUFRECINA SARMIENTO, SIMPLICIA BORLEO, MATERNIDAD DAVID, LAILA JOP, POTENCIANA; CULALA, LUCIVITA NAVARRO, ROLANDO BOTIN, AMELITA MAGALONA, AGNES CENA, NOLI BARTOLAY, DANTE AQUINO, HERMINIA RILLON, CANDIDA APARIJADO, LYDIA JIMENEZ, ELIZABETH ANOCHE, ALDA MURO, TERESA VILLANUEVA, TERESITA RECUENCO, ELIZA SERRANO, ESTELLA POLINAR, GERTRUDES NUNEZ, FELIPE BADIOLA, ROSLYN FERNANDEZ, OSCAR PAGUTA, NATIVIDAD BALIWAS, ELIZABETH BARCIBAL, CYNTHIA ESTELLER, TEODORA SANTOS, ALICIA PILAR, GLORIA CATRIZ, MILA MACAHILIG, ADELAIDA DE LEON, ROSENDO EDILO, ARSENIA ESPIRITU, NUMERIANO CABRERA, CONCEPCION ARRIOLA, PAULINA DIMAPASOK, ANGELA SNAGCO, PRESILA ARIAS, ZENAIDA NUNES, EDITHA IGNACIO, ROSA GUIRON, TERESITA CANETA, ALICIA ARRO, TEOFILO RUWETAS, CARLING AGCAOILI, ROSA NOLASCO,

GERLI PALALO, CLAUDIO DIRAS, LETICIA ARBOS, AURORA ALUBOG, LOLITA ACALEN, GERGORIO ALIVIO, GUILLERMO ANICETA, ANGELIE ANDRADA, SUSAN ANGELES, ISABELITA AURIN, MANUELA AVELINA, EMMABETH ARCIAGA, TERESITA ALANO, LOLITA AURIN, CRESENCIA ACUNA, LUZVIMINDA ABINES, FLORENCIA ADALID, OLIVIA AGUSTIN, EVANGELINE ALCORAN, ROSALINA ALFERES, LORNA AMANTE, FLORENTINA AMBITO, JULIETA AMANONCO, CARMEN AMARILLO, JOSEFINA AMBAGAN, ZENAIDA ANAYA, MARIA ANGLO, EDITHA ANTAZO, MARY JANE ANTE, ANDREA AQUINO, ROWENA ARABIT, MARIETA ARAGON, REBECCA ARCENA, LYDIA ARCIDO, FERNANDO ARENAS, GREGORIO ARGUELLES, EDITHA ARRIOLA, EMMA ATIENZA, TEODY ATIENZA, ELIZABETH AUSTRIA, DIOSA AZARES, SOLIDA AZAINA, MILAGROS BUAG, MARIA BANADERA, EDNALYN BRAGA, OFELIA BITANGA, FREDISMINDA BUGUIS, VIOLETA BALLESTEROS, ROSARIO BALLADJAY, BETTY BORIO, ROMANA BAUTISTA, SUSARA BRAVO, LILIA BAHINGTING, ENIETA BADOZA, DAMIANA BANGCORE, HERMINIA BARIL, PETRONA BARRIOS, MILAGROS BARRAMEDA, PERLA BAUTISTA, CLARITA BAUTISTA, ROSALINA BAUTISTA, ADELINA BELGA, CONSOLACION BENAS, MARIA BEREZO, MERCEDES BEREBER, VIOLETA BISCOCHO, ERNESTO BRIONES, ALVINA

BROSOTO, AGUSTINA BUNYI, CARMEN BUGNOT, ERLINDA BUENAFLOR, LITA BAQUIN, CONSEJO BABOL, CRISANTA BACOLOD, CELIA DE BACTAT, MAZIMA BAGA, ELENA BALADAD, ROSARIO BALADJAY, AMALIA BALAGTAS, ANITA BALAGTAS, MARIA BALAKIT, RUFINA BALATAN, REBECCA BALDERAMA, AMELIA BALLESTER, BELEN BARQUIO, BERNANDITA BASILIDES, HELEN BATO, HELEN BAUTISTA, ROMANA BAUTISTA, ALMEDA BAYTA, AVELINA BELAYON, NORMA DE BELEN, THELMA DE BELEN, JOCELYN BELTRAN, ELENA BENITEZ, VIRGINIA BERNARDINO, MERLINA BINUYAG, LINA BINUYA, BLESILDA BISNAR, SHIRLEY BOLIVAR, CRESENTACION MEDLO, JOCELYN BONIFACIO, AMELIA BORBE, AMALIA BOROMEO, ZENAIDA BRAVO, RODRIGO BEULDA, TERESITA MENDEZ, ELENA CAMAN, LALIANE CANDELARIA, MARRY CARUJANO, REVELINA CORANES, MARITESS CABRERA, JUSTINA CLAZADA, APOLONIA DELA CRUZ, VICTORIA CRUZ, JOSEFINA DELACRUZ, MARITESS CATANGHAL, EDNA CRUZ, LUCIA DE CASTRO, JOSIE GARIASO, OFELIA CERVANTES, MEDITA CORTADO, AMALIA CASAJEROS, LUGINA GASTILIO, EMMA CARPIO, ANACORITA CABALES, YOLANDA CAMO, MILA CAMAZUELA, ANITA GANTO, ESTELA CANCERAN, FEMENCIA CANCIO, CYNTHIA CAPALAD, MERLE CASTILLO, JESUSA CASTRO, CECILIA CASTILLO, SILYERITA CASTRODES,

VIVIAN CELLANO, NORMA CELINO, TERESITA CELSO, GLORIA COLINA, EFIPANIA CONSTANTINO, SALVACION CONSULTA, MEDITA CORTADO, AIDA CRUZ, MARISSA DELA CRUZ, EDITO CORCILLES, JELYNE CRUZ, ROSA CORPOS, ROSITA CUGONA, ELSIE CABELLES, EMMA CADUT, VICTORIA CALANZA, BARBARA CALATA, IMELDA CALDERON, CRISTINA CALIDGUID, EMMALINDA CAMALON, MARIA CAMERINO, CARMENCITA CAISIPO, CONNIE CANEZO, LOURDES CAPANANG, MA. MILAGROS CAPILI, MYRNA T. CAPIRAL, FLOR SAMPAGA, SUSAN B. CARINO, ROSARIO CARIZON, VIRGINIA DEL CARMEN, EMMA CARPIO, PRESCILA CARTA, FE CASERO, LUZ DE CASTRO, ANNA CATARONGAN JOSEFINA CASTISIMO JOY MANALO, EMMIE CAWALING JOVITA CARA, MARINA CERBITO, MARY CAREJANO, ESTELA R. CHAVEZ, CONCEPCION PARAJA, GINA CLAUDIO, FLORDELIZA CORALES, EDITO CORCIELER ROSA C. CORROS, AMELIA CRUZ, JELYNE CRUZ, WILFREDO DELA CRUZ, REINA CUEVAS, MARILOU DEJECES, JOSEPHINE DESACULA, EDITHA DEE, EDITHA DIAZ, VIRGIE DOMONDON, CELSA DOROPAW, VIOLETA DUMELINA, MARIBEL DIMATATAC, ELBERTO DAGANIO, LETECIA DAGOHOY, DINDO DALUZ, ANGELITA DANTES, GLORIA DAYO, LUCIA DE CASTRO, CARLITA DE GUZMAN, CARMEN DELA CRUZ, MERCY DE LEON, MARY DELOS REYES, MARIETA

DEPILO, MATILDE DIBLAS, JULIETA DIMAYUGA, TEODORA DIMAYUGA, YOLANDA DOMDOM, LUCITA DONATO, NELMA DORADO, RITA DORADO, SUSAN DUNTON, HERMINIA SAN ESTEBAN, AMALI EUGENIO, OLIVIA EUSOYA, ERNESTO ESCOBIN, EVELYN ESCUREL, LYDIA ESCOBIN, VICENTE E. ELOIDA, ELENA EGAR, GLORIA ERENO, NORMA ESPIRIDION, ARSENIA ESPIRITU, AURORA ESTACIO, DEMETRIA ESTONELO, MILAGROS FONSEGA, LYDIA FLORENTINO, JULIA FARABIER, TRINIDAD FATALLA, IMELDA FLORES, JESSINA FRANCO, MA. CRISTINA FRIJAS, ESPECTACION FERRER, BERDENA FLORES, LEONILA FRANCISCO, BERNARDA FAUSTINO, DOLORES FACUNDO, CRESTITA FAMILARAN, EMELITA FIGUERAS, MA.VIRGINIA FLORENDO, AURORA FRANCISCO, MA. JESUSA FRANCISCO, NENITA FUENTES, MARILOU GOLINGAN, JUANITA GUERRERO, LYDIA GUEVARRA, SOCORRO GONZAGA, PATRICIA GOMEO, ROSALINDA GALAPIN, CARMELITA GALVEZ, TERESA GLE, SONIA GONZALES, PRIMITA GOMEZ, THERESA GALUA, JOSEFINA GELUA, BRENDA GONZAGA, FLORA GALLARDO, LUCINDA GRACILLA, VICTORIA GOZUM, NENITA GAMAO, EDNA GARCIA, DANILO GARCIA, ROSARIO GIRAY, ARACELI GOMEZ, JOEMARIE GONZAGA, NELIA GONZAGA, MARY GRANCE GOZON, CARMEN GONZALES, MERLITA GREGORIO, HERMINIA GONZALES,

CARLITA DE GUZMAN, MODESTA GABRENTINA, EDITHA GADD, SALVACIO GALIAS, MERLINDA GALIDO, MELINDA GAMIT, JULIETA GARCIA, EMELITA GAVINO, CHARITO GILLIA, GENERA GONEDA, CRESTITA GONZALES, HERMINIA GONZALES, FRANCISCA GUILING, JULIAN HERNANDEZ, GLECERIA HERRADURA, SUSANA HIPOLITO, NERISSA HAZ, SUSAN HERNAEZ, APOLONIA ISON, SUSAN IBARRA, LUDIVINA IGNACIO, CHOLITA INFANTE, JULIETA ITURRIOS, ANITA IBO, MIRASOL INGALLA, JULIO JARDINIANO, MERLITA JULAO, JULIETA JULLIAN, MARIBETH DE JOSE, JOSEPHINE JENER, IMELDA JATAP, JULIETA JAVIER, SALOME JAVIER, VICTORIA JAVIER, SALVACION JOMOLO, EDNA JARNE, LYDIA JIMENEZ, TERESITA DE JUAN, MARILYN LUARCA, ROSITA LOSItO, ROSALINA LUMAYAG, LORNA LARGA, CRESTETA DE LEON, ZENAIDA LEGASPI, ADELAIDA LEON, IMELDA DE LEON, MELITINA LUMABI, LYDIA LUMABI, ASUNCION LUMACANG, REGINA LAPIADRIO, MELANIA LUBUGUAN, EVANGELINE LACAP, PELAGIA LACSI, LORNA LAGUI, VIRGIE LAITAN, VIRGINIA LEE, CRESTELITA DE LEON, FELICISIMA LEONERO, DIOSA LOPE, ANGELITA LOPEZ, TERESITA LORICA, JUANITA MENDIETA, JUANITA MARANQUEZ, JANET MALIFERO, INAS MORADOS, MELANIE MANING, LUCENA MABANGLO, CLARITA MEJIA, IRENE MENDOZA, LILIA MORTA, VIGINIA

MARAY, CHARITO MASINAHON, FILMA MALAYA, LILIA MORTA, VIRGINIA MARAY, GHARITO MASINAHON, FILMA MALAYA, LILIA MORTA, ROSITA MATIBAG, LORENZA MLINA, SABINA DEL MUNDO, EDITHA MUYCO, NARCISA MABEZA, MA. FE MACATANGAY, CONCEPCION MAGDARAOG, IMELDA MAHIYA, ELSA MALLARI, LIGAYA MANAHAN, SOLEDA MANLAPAS, VIRGINIA MAPA, JOSEI MARCOS, LIBRADA MARQUEZ, VIRGINIA MAZA, JULIANITA MENDIETA, EDILBERTA MENDOZA, IRENE. MERCADO, HELEN MEROY, CRISTINA MEJARES, CECILIA MILLET, EMELITA MINON, JOSEPHINE MIRANA, PERLITA MIRANO, EVANGELINE MISBAL, ELEANOR MORALES, TERESITA MORILLA, LYDIA NUDO, MYRIAM NAVAL, CAROLINA NOLIA, ALICIA NUNEZ, MAGDALENA NAGUIDA, ELSA NICOL, LILIA NACIONALES, MA. LIZA MAEBO, REMEDIOS NIEVES, MARGARITA NUYLAN, TERESITA NIEVES, PORFERIA NARAG, RHODORA NUCASA, CORAZON OCRAY, LILIA OLIMPO, VERONA OVERENCIA, FERMIN OSENA, FLORENCIA OLIVAROS, SOLEDAD OBEAS, NARISSA OLIVEROS, PELAGIA ORTEGA, SUSAN ORTEGA, CRISTINA PRENCIPE, PURITA PENGSON, REBECCA PACERAN, EDNA PARINA, MARIETA PINAT, EPIFANIA PAJERLAN, ROSALINA PASIBE, CECILIA DELA PAZ, LORETA PENA, APOLONIA PALCONIT, FRANCISCO PAGUIO, LYDIA PAMINTAHON, ELSIE

PACALDO, TERESITA PADILLA, MYRNA PINEDA, MERCIDITA PEREZ, NOVENA PORLUCAS, TERESITA PODPOD, ADORACION PORNOBI, ALICIA PERILLO, HELEN JOY PENDAL, LOURDES PACHECO, LUZVIMINDA PAGALA, LORETA PAGAPULAN, FRANCISCO PAGUIO, PRISCO PALACA, FLORA PAMINTUAN, NOEMI PARISALES, JOSEPHINE PATRICIO, CRISTINA PE BENITO, ANGELA PECO, ANGELITA PENA, ESTER PENONES, NORMA PEREZ, MAURA PERSEVERANCIA, MARINA PETILLA, JOSIE PIA, ZULVILITA PIODO, REBECCA PACERAN, CLARITA POLICARPIO, MAXIMO POTENTO, PORFIRIO POTENTO, FLORDELIZA PUMARAS, FERNANDO QUEVEDO, JULIANA QUINDOZA, CHARITO QUIROZ, CARMELITA ROSINO, RODELIA RAYONDOYON, FLORENCIA RAGOS, REBECCA ROSALES, ROSALYN RIVERO, FRANCISCO RUIZ, FRANCIA ROSERO, EMELY RUBIO, EDILBERTO RUIO, JUANA RUBY, RAQUEL REYES, MERCY ROBLES, ESTELA RELANO, ROSITA REYES NIMFA RENDON, EPIFANIO RAMIRO, MURIEL REALCO, BERNARDITA RED, LEONITA RODIL, BENITA REBOLA, DELMA REGALARIO, LENY REDILLAS, JULIETA DELA ROSA, FELICITAS DELA ROSA, SUSAN RAFALLO, ELENA RONDINA, NORMA RACELIS, JOSEPHINE RAGEL, ESPERANZA RAMIREZ, LUZVIMINDA RANADA, CRISTINA RAPINSAN, JOCELYN RED, ORLANDO REYES, TERESITA REYES, ANGELITA

ROBERTO, DELIA ROCHA, EDLTRUDES ROMERO, MELECIA ROSALES, ZENAIDA ROTAO, BELEN RUBIS, FE RUEDA, SYLVIA SONGCAYAWON, CRISTINA SANANO, NERCISA SARMIENTO, HELEN SIBAL, ESTELITA SANTOS, NORMA SILVESTRE, DARLITA SINGSON, EUFROCINA SARMIENTO, MYRNA SAMSON, EMERLINA SADIA, LORNA SALAZAR, AVELINA SALVADOR, NACIFORA SALAZAR, TITA SEUS, MARIFE SANTOS, GRACIA SARMIENTO, ANGELITA SUMANGIL, ELIZABETH SICAT, MA. VICTORIA SIDELA, ANALITA SALVADOR, MARITES SANTOS, VIRGINIA SANTOS, THELMA SARONG, NILDA SAYAT, FANCITA SEGUNDO, FYNAIDA SAGUI, EDITHA SALEAR, EDNA SALZAR, EMMA SALEISDARIO, SOLEDAD SAMSON, EDNA SAN DIEGO. TERESITA SAN GABRIEL, GERTRUDES SAN JOSE, EGLECERIA OSANCHEZ, ESTRELLA SANCHEZ, CECILIA DELOS SANTOS, LUISA SEGOVIA, JOCELYN SENDING, ELENA SONGALIA, FELICITAS SORIANO, OFELIA TIBAYAN, AIDA TIRNIDA, MONICA TIBAYAN, CRISTETA TAMBARAN, GLORIA TACDA, NENVINA, FELINA TEVES, ANTONINA DELA TORRE, MAXIMA TANILON, NENA TABAT, ZOSIMA TOLOSA, MARITA TENOSO, IMELDA TANIO, LUZ TANIO, EVANGELINE TAYO, JOSEFINA TINGTING, ARSENIA TISOY, MAGDALENA TRAJANO, JOSEFINA UBALDE, GINA UMALI, IRMA VALENZUELA, FELY VALDEZ,

PAULINA VALEZ, ROSELITA VALLENTE, LOURDES VELASCO, AIDA VILLA, FRANCISCA VILLARITO ZENAIDA VISMONTE, DELIA VILLAMIEL, NENITA VASQUEZ, JOCELYN VILLASIS, FERMARGARITA VARGAS, CELIA VALLE, MILA CONCEPCION VIRAY, DOMINGA VALDEZ,: LUZVIMINDA VOCINA, MADELINE VIVERO, RUFINA VELASCO, AUREA VIDALEON, GLORIA DEL VALLE, THELMA VALLOYAS, CYNTHIA DELA VEGA, ADELA VILLAGOMEZ, TERESITA VINLUAN, EUFEMIA VITAN, GLORIA VILLAFLORES, EDORACION VALDEZ, ANGELITA VALDEZ, ILUMINADA VALENCI, MYRNA VASQUEZ, EVELYN VEJERAMO, TEODORA VELASQUEZ, EDAN VILLANIJEVA, PURITA VILLASENOR, SALVADOR WILSON, EMELINA YU, ADELFA YU, ANA ABRIGUE, VIRGINIA ADOBAS, VICTORIA ANTIPUESTO, MERCEDITA CASTILLO, JOCELYN CASTRO, CREMENIA DELA CRUZ, JOSEPHINE IGNACIO, MELITA ILILANGOS, LIGAYA LUMAYAT, DELIA LUMBES, ROSITA LIBRADO, DELIA LAGRAMADA, GEMMA MAGPANTAY, EMILY MENDOZA, FIDELA PANGANIBAN, LEONOR RIZALDO, ILUMINDA RIVERA, DIVINA SAMBAYAN, ELMERITA SOLAYAO, NANCY SAMALA, JOSIE SUMARAN, LUZVIMINDA ABINES, ALMA ACOL, ROBERTO ADRIATICO GLORIA AGUINALDO, ROSARIO ALEYO, CRISTETA ALEJANDRO, LILIA ALMOGUERA, CARMEN AMARILLO,

TRINIDAD ARDANIEL, CERINA AVENTAJADO, ZENAIDA AVAYA, LOLITA ARABIS, MARIA ARSENIA, SOFIA AGUINALDO, SALVE ABAD, JOSEFINA AMBANGAN EMILIA AQUINO, JOSEFINA AQUINO, JULIANA AUSAN, AMERCIANA ACOSTA, CONCEPCION ALEROZA, DIANA ADOVOS, FELY ADVINCULA, SEOMINTA ARIAS, JOSEPHINE ARCEDE, NORMA AMISTOSO, PRESENTACION ALONOS, EMMA ATIENZA, LEONIDA AQUINO, ANITA ARILLON, ADELAIDA ARELLANO, NORMA AMISTOSO, EMIONITA ARIAS, JOSEFINA BANTUG, LOLITA BARTE, HERMINIA BASCO, MARGARITA BOTARDO, RUFINO BUGNOT, LOLITA BUSTILLO, ISABEL BALAKIT, ROSARIO BARRERO, TESSIE BALBOS, NORMA BENISANO, GUILLERMA BRUGES, BERNADETTE BARTOLOME, SHIRLEY BELMONTE, MERONA BELZA, AZUCENA BERNALES, JOSE BASCO, NIMPHA BANTOG, BENILDA BUBAN, REGINA BUBAN, SALOME BARRAMEDA, IRENE BISCO, FELICITAS BAUTISTA, VIOLETA BURA,LINA BINUYA, BIBIANA BAARDE, ELSA BAES, ANASTACIA BELONZO, SONIA BENOYO, ELIZABETH BACUNGAN, PATRICIA BARRAMEDA, ERLINDA BARCELONA, EMMA BANICO, APOLONIA BUNAO, LUCITA BOLEA, PACIFICA BARCELONA, EDITI IA BASIJAN, RENITA BADAMA, ELENA BALADAD, CRESENCIA BAJO, BERNADITA BASILID, MELINDA BEATO,YOLANDA BATANES, EDITHA

BORILLA, ANITA BAS, ELSA CALIPUNDAN, MARIA CAMERINO, VIRGINIA CAMPOSANO, MILAGROS CAPILI, CARINA CARINO, EUFEMIA CASIHAN, NENITA CASTRO, FLORENCIA CASUBUAN, GIRLIE CENTENO, MARIANITA CHIQUITO, IMELDA DELA CRUZ, TEODOSIA CONG, TEOFILA CARACOL, TERESITA CANTA, IRENEA CUNANAN, JULITA CANDILOSAS, VIOLETA CIERES, MILAGROS DELA CRUZ, FLOREPES CAPULONG, CARMENCITA CAMPO, MARILYN CARILLO, RUTH DELA CRUZ, RITA CIJAS, LYDIA CASTOR, VIRGIE CALUBAD, EMELITA CABERA, CRISTETA CRUZ, ERLINDA COGADAS, IMELDA CALDERON, SUSIF LUZ CEZAR, ESTELA CHAVEZ, NORMA CABRERA, ELDA DAGATAN, LEONISA DIMACUNA, ERNA DUGTONG, FLORDELISA DIGMA, VIRGILIO DADIOS, LOLITA DAGTA, ADELAIDA DORADO, CELSA DATUMANONG, VIRGINIA DOCTOLERO, EDNA SAN DIEGO, JULIETA DANG, JULIETA DORANTINAO, LOLITA DAGANO, JUDITH DIAZ, MARIA ENICANE, MARITA ESCARDE, ENRIMITA ESMAYOR, ROSARIO EPIRITU, REMEDIOS EMBOLTORIO, IRENE ESTUITA, TERESITA ERESE, ERMELINDA ELEZO, MARIA ESTAREJA, MERLITA ESGUERRA, YOLANDA FELICITAS, FRUTO FRANCIA, MARTHA FRUTO, LILIA FLORES, SALVACION FORTALESA, JUDITH FAJARDO, SUSANA FERNANDO, EDWIN FRANCISCO, NENITA GREGORY, ROSA CAMILO,

MARIVIC GERRARDO, CHARITA GOREMBALEM, NORMA GRANDE, DOLORES GUTIERREZ, CHARLIE GARCIA, LUZ GALVEZ, ADELAIDA GAMILLA, LUZ GAPULTOS, ERLINDA GARCIA, HELEN GARCIA, ERLINDA GAUDIA, FRANCISCA GUILING, MINTA HERRERA, ASUNCION HONOA, JUAN HERNANDEZ, LUCERIA ANNA MAE HERNANDEZ, JULIANA HERNANDEZ, EDITHA IGNACIO, ANITA INOCENCIO, EULALIA INSORIO, ESTELITA IRLANDA, MILAGROS IGNACIO, LINDA JABONILLO, ADELIMA JAEL, ROWENA JARABJO, ROBERT JAVILINAR, CLARITA JOSE, CARMENCITA JUNDEZ, SOFIA LALUCIS, GLORIA LABITORIA, ANGELITA LODES, ERLINDA LATOGA, EVELYN LEGASPI, ROMEO LIMCHOCO, JESUS LARA, ESTRELLA DE LUNA, LORETA LAREZA, JOSEPHINE ALSCO, MERCY DE LEON, CONSOLACION LIBAO, MARILYN LIWAG, TERESITA LIZAZO, LILIA MACAPAGAL, SALVACION MACAREZA, AMALIA MADO, TERESITA MADRIAGA, JOVITA MAGNAYE, JEAN MALABAD, FRANCISCA MENDOZA, NELCITA MANGANTANG, TERESITA NELLA, GENEROZA MERCADO, CRISTE, A MOJANA, BERNARDA MONGADO, LYDIA MIRANDA, ELISA MADRILEJOS, LOIDA MAGSINO, AMELIA MALTO, JULITA MAHIBA, MYRNA MAYORES, LUISA MARAIG, FLORENCIA MARAIG, EMMA MONZON, IMELDA MAGDANGAN,

VICTORIA MARTIN, NOEMI MANGUILLO, BASILIZA MEDINA, VICTORIO MERCADO, ESTELA MAYPA, EMILIA MENDOZA, LINA MAGPANTAY, FELICIANA MANLOLO, ELENA MANACOP, WILMA MORENO, JUANA MENDOZA, EVELYN DEL MUNDO, ROSIE MATUTINA, MATILDE MANALO, TERESITA MENDEZ, FELIPINA MAGONCIA, MARIA MANZANO, LIGAYA MANALO, LETICIA MARCHA, MARINA MANDIGMA, LETICIA MANDASOC, PRESCILLA MARTINEZ, JULIA MENDOZA, PACITA MAGALLANES, ANGELINA MARJES, SHIRLEY MELIGRITO, IRENE MERCADO, ELISA MAATUBANG, MARCELINA NICOLAS, AGUSTINA ROSA NOLASCO,WILMA NILAYE, VIOLETA ORACION, ANGELA OSTAYA, JUANITA OSAYOS, MAGDALENA OCAMPO, MARDIANA OCTA, ROSELA OPAO, LIBRADA OCAMPO, YOLANDA OLIVER, MARCIA ORLANDA, PAGDUNAN, RITA PABILONA, MYRA PALACA, BETHLEHEM PALINES, GINA PALIGAR, NORMA PALIGAR, DELMA PEREZ, CLAUDIA PRADO, JULIE PUTONG, LUDIVINA PAGSALINGAN, MERLYN PANALIGAN, VIOLETA PANAMBITAN, NOREN PAR, ERLINDA PARAGAS, MILA PARINO, REBECCA PENAFLOR, IMELDA PENAMORA, JERMICILLIN PERALTA, REBECCA PIAPES, EDITHA PILAR, MAROBETH PILLADO, DIOSCORO PIMENTEL, AURORA LAS PINAS, EVANGELINA PINON, MA. NITA PONDOC, MA. MERCEDES PODPOD, ANGELITO

PANDEZ, LIGAYA PIGTAIN, LEONILA QUIAMBAO, ELENA QUINO, MARITESS QUIJANO, CHOLITA REBUENO, LOLITA REYES, JOCELYN RAMOS, ROSITA RAMIREZ, ELINORA RAMOS, ISABEL RAMOS, ANNABELLE RESURRECCION, EMMA REYES, ALILY ROXAS, MARY GRACE DELOS REYES, JOCELYN DEL ROSARIO, JOSEFINA RABUSA, ANGELITA ROTAIRO, SAMCETA ROSETA, EDERLINA RUIZ, ZENAIDA ROSARIO, BENITA REBOLA, ROSITA REVILLA, ROSITA SANTOS, ROWENA SALAZAR, EMILYN SARMIENTO, ANA SENIS, ELOISA SANTOS, NARCISA SONGLIAD, ELMA SONGALIA, AMPARA SABIO, JESSIE SANCHEZ, VIVIAN SAMILO, GLORIA SUMALINOG, ROSALINA DELOS SANTOS, MARIETA SOMBRERO, HELEN SERRETARIO, TEODORO SULIT, BELLA SONGUINES, LINDA SARANTAN, ESTELLA SALABAR, MILAGROS SISON, GLORIA TALIDAGA, CECILIA TEODORO, ROMILLA TUAZON, AMELITA TABULAO, MACARIA TORRES, LUTGARDA TUSI, ESTELLA TORREJOS, VICTORIA TAN, MERLITA DELA VEGA, WEVINA ORENCIA, REMEDIOS BALECHA, TERESITA TIBAR, LACHICA LEONORA, JULITA YBUT, JOSEFINA. ZABALA, WINNIE ZALDARIAGA, BENHUR ANTENERO, MARCELINA ANTENERO, ANTONINA ALAPAN, EDITHA ANTOZO, ROWENA ARABIT, ANDRA AQUINO, TERESITA ANGULO, MARIA ANGLO, MYRNA ALBOS, ELENITA AUSTRIA, ANNA

ABRIGUE, VIRGINIA ADOBAS, VICTORIA ANTIPUESTO, REMEDIOS BOLECHE, MACARIA BARRIOS, THELMA BELEN, ESTELLA BARRETTO, JOCELYN CHAVEZ, VIRGINIA CAPISTRANO, BENEDICTA CINCO, YOLLY CATPANG, REINA CUEVAS, VICTORIA CALANZA, FE CASERO, ROBERTA CATALBAS, LOURDES CAPANANG, CLEMENCIA CRUZ, JOCELYN COSTO, MERCEDITA CASTILLO, EDITHA DEE, LUCITA DONATO, NORMA ESPIRIDIOIN LORETA FERNANDEZ, AURORA FRANCISCO, VILMA FAJARDO, MODESTA GABRENTINA, TERESITA GABRIEL, SALVACION GAMBOA, JOSEPHINE IGNACIO, SUSAN IBARRA, ESPERANZA JABSON, OSCAR JAMBARO, ROSANNA JARDIN, CORAZON JALOCON, ZENAIDA LEGASPI, DELLA LAGRAMADA, ROSITA LIBRANDO, LIGAYA LUMAYOT, DELIA LUMBIS, LEONORA LANCHICA, RELAGIXA LACSI, JOSEFINA LUMBO, VIOLETA DE LUNA, EVELYN MADRID, TERESITA MORILLA, GEMMA MAGPANTAY, EMILY MENDOZA, IRENEA MEDINA, NARCISA MABEZA, ROSANNA MEDINA, DELIA MARTINEZ, ROSARIO MAG-ISA, EDITHA MENDOZA, EDILBERTA MENDOZA, FIDELA PANGANIBAN, OFELIA PANGANIBAN, AZUCENA POSTGO, LOURDES PACHECO, LILIA PADILLA, MARISSA PEREZ, FLORDELIZA PUMARES, LUZ REYES, NORMS, RACELIS, LEONOR RIZALDO, JOSIE SUMASAR, NANCY SAMALA, EMERLITX SOLAYAO,

MERCEDITA SAMANIEGO BLANDINA SIMBULAN, JOCELYN SENDING, LUISITA TABERRERO TERESITA TIBAR, ESTERLINA VALDEZ GLORIA VEJERANO, ILUMINADA VALENCIA, MERLITA DELA VEGA, VIRGIE LAITAN, JULIET VILLARAMA, LUISISTA OCAMPO, NARIO ANDRES, ANSELMA TULFO, GLORIA MATEO, FLANIA MENDOZA, CONNIE CANGO, EDITHA SALAZAR, MYRNA DELOS SANTOS, TERESITA SERGIO, CHARITO GILLA, FLORENTINA HERNAEZ BERNARDINO VIRGINIA, AMPO ANACORITA. SYLVIA POASADAS, ESTRELLA ESPIRITU, CONCORDIA LUZURIAGA, MARINA CERBITO, EMMA REYES, NOEMI PENISALES, CLARITA POLICARPIO, BELEN BANGUIO, HERMINIA ADVINCULA, LILIA MORTA, REGINA LAPIDARIO, LORNA LARGA, TERESITA VINLUAN, MARITA TENOSO, NILDS SAYAT, THELMA SARONG. DELMA REGALIS, SUSAN RAFAULO, ELENA RONDINA, MYRNA PIENDA VIOLETA DUMELINA, FLORENCIA ADALID, FILMA MELAYA, ERLINDA DE BAUTISTA, MATILDE DE BLAS, DOLORES FACUNDO, REBECCA LEDAMA, MA FE MACATANGAY, EMELITA MINON, NORMA PAGUIO, ELIZA VASQUEZ, GLORIA VILLARINO, MA. JESUS FRANCISCO, TERESITA GURPIDO, LIGAYA MANALO, FE PINEDA, MIRIAM OCMAR, LUISA SEGOVIA, TEODY ATIENZA, SOLEDA AZCURE, CARMEN DELA CRUZ, DMETRIA ESTONELO, MA. FLORIDA LOAZNO, IMELDA MAHIYA,

EDILBERTA MENDOZA, SYLVIA POSADAS, SUSANA ORTEGA, JOSEPHINE D. TALIMORO, TERESITA LORECA, ARSENIA TISOY, LIGAYA MANALO, TERESITA GURPIO, FE PINEDA, and MARIA JESUS FRANCISCO,

***Petitioners*,**

-versus-

G.R. No. 113907
February 28, 2000

HON. CRESENCIO J. RAMOS, NATIONAL LABOR RELATIONS COMMISSION, M. GREENFIELD (B), INC., SAUL TAWIL, CARLOS T. JAVELOSA, RENATO C. PUANGCO, WINCEL LIGOT, MARCIANO HALOG, GODOFREDO PACENO, SR., GERVACIO CASILLANO, LORENZO ITAOC, ATTY. GODOFREDO PACENO, JR., MARGARITO CABRERA, GAUDENCIO RACHO, SANTIAGO IBAÑEZ, AND RODRIGO AGUILING,

***Respondents*.**

x----------x

D E C I S I O N

PURISIMA, *J.*:

At bar is a Petition for Certiorari under Rule 65 of the Revised Rules of Court to annul the decision of the National Labor Relations Commission in an unfair labor practice case instituted by a local

union against its employer company and the officers of its national federation.

The petitioner, Malayang Samahan ng mga Manggagawa sa M. Greenfield, Inc., (B) (MSMG), hereinafter referred to as the "local union", is an affiliate of the private respondent, United Lumber and General Workers of the Philippines (ULGWP), referred to as the "federation". The collective bargaining agreement MSMG and M Greenfield, Inc. names the parties as follows:

> "This agreement made and entered into by and between:
>
> > M. GREENFIELD, INC. (B) a corporation duly organized in accordance with the laws of the Republic of the Philippines with office address at Km. 14, Merville Road, Parañaque, Metro Manila, represented in this act by its General Manager, Mr. Carlos T. Javelosa, hereinafter referred to as the company;
> >
> > *-and-*
> >
> > MALAYANG SAMAHAN NG MGA MANGGAGAWA SA M. GREENFIELD (B) (MSMG)/UNITED LUMBER AND GENERAL WORKERS OF THE PHILIPPINES (ULGWP), a legitimate labor organization with address at Suite 404, Trinity Building, T.M. Kalaw Street, Manila, represented in this act by a Negotiating Committee headed by its National President, Mr. Godofredo Paceno, Sr. referred to in this Agreement as the UNION."[1]

The CBA includes, among others, the following pertinent provisions:

> Article II-Union Security
>
> SECTION 1. Coverage and Scope. — All employees who are covered by this Agreement and presently members of the UNION shall remain members of the UNION for the duration of this Agreement as a condition precedent to continued employment with the COMPANY.

x x x x x x x x x

SECTION 4. Dismissal. — Any such employee mentioned in Section 2 hereof, who fails to maintain his membership in the UNION for non-payment of UNION dues, for resignation and for violation of Union's Constitution and By-Laws and any new employee as defined in Section 2 of this Article shall upon written notice of such failure to join or to maintain membership in the UNION and upon written recommendation to the COMPANY by the UNION, be dismissed from the employment by the COMPANY; provided, however, that the UNION shall hold the COMPANY free and blameless from any and all liabilities that may arise should the dismissed employee question, in any manner, his dismissal; provided, further that the matter of the employee's dismissal under this Article may be submitted as a grievance under Article XIII and, provided, finally, that no such written recommendation shall be made upon the COMPANY nor shall COMPANY be compelled to act upon any such recommendation within the period of sixty (60) days prior to the expiry date of this Agreement conformably to law."

Article IX

SECTION 4. Program Fund. — The Company shall provide the amount of P10, 000.00 a month for a continuing labor education program which shall be remitted to the Federation."[2]

On September 12, 1986, a local union election was held under the auspices of the ULGWP wherein the herein petitioner, Beda Magdalena Villanueva, and the other union officers were proclaimed as winners. Minutes of said election were duly filed with the Bureau of Labor Relations on September 29, 1986.

On March 21, 1987, a Petition for Impeachment was filed with the national federation ULGWP by the defeated candidates in the aforementioned election.

On June 16, 1987, the federation conducted an audit of the local union-funds. The investigation. did not yield any unfavorable result and the local union. officers were cleared of the charges of anomaly in the custody, handling and disposition of the union funds.

The 14 defeated candidates filed a Petition for Impeachment/Expulsion of the local union officers with the DOLE NCR on November 5, 1987, docketed as NCR-OD-M-11-780-87. However, the same was dismissed on March 2, 1988, by Med-Arbiter Renato Parungo for failure to substantiate the charges and to present evidence in support of the allegations.

On April 17, 1988, the local union held a general membership meeting at the Caruncho Complex in Pasig. Several union members failed to attend the meeting, prompting the Executive Board to create a committee tasked to investigate the non-attendance of several union members in the said assembly, pursuant to Sections 4 and 5, Article V of the Constitution and By-Laws of the union, which read:

> "SEKSYON 4. Ang mga kinukusang hindi pagdalo o hindi paglahok sa lahat ng hakbangin ng unyon ng sinumang kasapi o pinuno ay maaaring maging sanhi ng pagtitiwalag o pagpapataw ng multa ng hindi hihigit sa P50.00 sa bawat araw na nagkulang.
>
> SEKSYON 5. Ang sinumang dadalo na aalis ng hindi pa natatapos ang pulong ay itituring na pagliban at maparusahan ito ng alinsunod sa Article V, Seksyong 4 ng Saligang Batas na ito. Sino mang kasapi o opisyales na mahuli ang dating sa takdang oras ng di lalampas sa isang oras ay magmumulta ng P25.00 at babawasin sa sahod sa pamamagitan ng salary deduction at higit sa isang oras ng pagdating ng huli ay itituring na pagliban.[3]

On June 27, 1988, the local union wrote respondent a letter requesting it to deduct the union fines from the wages/salaries of those union members who failed to attend the general membership meeting. A portion of the said letter:

"x x x x x x x x x

> In connection with Section 4 Article II of our existing Collective Bargaining Agreement, please deduct the amount of P50.00 from each of the union members named in said annexes on the payroll of July 2-8, 1988 as fine for their failure to attend said general membership meeting."[4]

In a Memorandum dated July 3, 1988, the Secretary General of the national federation, Godofredo Paceño, Jr. disapproved the resolution of the local union imposing the P50.00 fine. The union officers protested such action by the Federation in a Reply dated July 4, 1988.

On July 11, 1988, the federation wrote respondent company a letter advising the latter not to deduct the fifty-peso fine from the salaries of the union members requesting that:

> "any and all future representations by MSMG affecting a number of members be first cleared from the federation before corresponding action by the Company."[5]

The following day, respondent company sent a reply to petitioner union's request in a letter, stating that it cannot deduct fines from the employees' salary without going against certain laws. The company suggested that the union refer the matter to the proper government office for resolution in order to avoid placing the company in the middle of the issue.

The imposition of P50.00 fine became the subject of bitter disagreement between the Federation and the local union culminating in the latter's declaration of general autonomy from the former through Resolution No. 10 passed by the local executive board and ratified by the general membership on July 16, 1988.

In retaliation, the national federation asked respondent company to stop the remittance of the local union's share in the education funds effective August 1988. This was objected to by the local union which demanded that the education fund be remitted to it in full.

The company was thus constrained to file a Complaint for Interpleader with a Petition for Declaratory Relief with the Med-Arbitration Branch of the Department of Labor and Employment, docketed as Case No. OD-M-8-435-88. This was resolved on October 28, 1988, by Med-Arbiter Anastacio Bactin in an Order, disposing thus:

> "WHEREFORE, premises considered, it is hereby ordered:
>
> 1. That the United Lumber and General Workers of the Philippines (ULGWP) through its local union officers shall administer the collective bargaining agreement (CBA).
>
> 2. That petitioner company shall remit the P10,000.00 monthly labor education program fund to the ULGWP subject to the condition that it shall use the said amount for its intended purpose.
>
> 3. That the Treasurer of the MSMG shall be authorized to collect from the 356 union members the amount of P50.00 as penalty for their failure to attend the general membership assembly on April 17, 1988.
>
> However, if the MSMG Officers could present the individual written authorizations of the 356 union members, then the company is obliged to deduct from the salaries of the 356 union members the P50.00 fine."[6]

On appeal, Director Pura-Ferrer Calleja issued a Resolution dated February 7, 1989, which modified in part the earlier disposition, to wit:

> "WHEREFORE, premises considered, the appealed portion is hereby modified to the extent that the company should remit the amount of five thousand pesos (P5,000.00) of the P10,000.00 monthly labor education program fund to ULGWP and the other P5,000.00 to MSMG, both unions to use the same for its intended purpose."[7]

Meanwhile, on September 2, 1988, several local unions (Top Form, M. Greenfield, Grosby, Triumph International, General Milling, and Vander Hons chapters) filed a Petition for Audit and Examination of the federation and education funds of ULGWP which was granted by Med-Arbiter Rasidali Abdullah on December 25, 1988 in an Order which directed the audit and examination of the books of account of ULGWP.

On September 30, 1988, the officials of ULGWP called a Special National Executive Board Meeting at Nasipit, Agusan del Norte where a Resolution was passed placing the MSMG under trusteeship and appointing respondent Cesar Clarete as administrator.

On October 27, 1988, the said administrator wrote the respondent company informing the latter of. its designation of a certain Alfredo Kalingking as local union president and "disauthorizing" the incumbent union officers from representing the employees. This action by the national federation was protested by the petitioners in a letter to respondent company dated November 11, 1988.

On November 13, 1988, the petitioner union officers received identical letters from the administrator requiring them to explain within 72 hours why they should not be removed from their office and expelled from union membership.

On November 26, 1988, petitioners replied:

(a) Questioning the validity of the alleged National Executive Board Resolution placing their union under trusteeship;

(b) Justifying the action of their union in declaring a general autonomy from ULGWP due to the latter's inability to give proper educational, organizational and legal services to its affiliates and the pendency of the audit of the federation funds;

(c) Advising that their union did not commit any act of disloyalty as it has remained an affiliate of ULGWP;

(d) Giving ULGWP a period of five (5) days to cease and desist from further committing acts of coercion, intimidation and harassment.[8]

However, as early as November 21, 1988, the officers were expelled from the ULGWP. The termination letter read:

> "Effective today, November 21, 1988, you are hereby expelled from UNITED LUMBER AND GENERAL WORKERS OF THE PHILIPPINES (ULGWP) for committing acts of disloyalty and/or acts inimical to the interest and violative to the Constitution and by-laws of your federation.
>
> You failed and/or refused to offer an explanation inspite of the time granted to you.
>
> Since you are no longer a member of good standing, ULGWP is constrained to recommend for your termination from your employment, and provided in Article II Section 4, known as UNION SECURITY, in the Collective Bargaining agreement."[9]

On the same day, the federation advised respondent company of the expulsion of the 30 union officers and demanded their separation from employment pursuant to the Union Security Clause in their collective bargaining agreement. This demand was reiterated twice, through letters dated February 21 and March 4, 1989, respectively, to respondent company.

Thereafter, the Federation filed a Notice of Strike with the National Conciliation and Mediation Board to compel the company to effect the immediate termination of the expelled union officers.

On March 7, 1989, under the pressure of a threatened strike, respondent company terminated the 30 union officers from employment, serving them identical copies of the termination letter reproduced below:

> We received a demand letter dated 21 November 1988 from the United Lumber and General Workers of the Philippines (ULGWP) demanding for your dismissal from employment

> pursuant to the provisions of Article II, Section 4 of the existing Collective Bargaining Agreement (CBA). In the said demand letter, ULGWP informed us that as of November 21, 1988, you were expelled from the said federation "for committing acts of disloyalty and/or inimical to the interest of ULGWP and violative to its Constitution and By-laws particularly Article V, Section 6, 9, and 12, Article XIII, Section 8."

In subsequent letters dated 21 February and 4 March 1989, the ULGWP reiterated its demand for your dismissal, pointing out that notwithstanding your expulsion from the federation, you have continued in your employment with the company in violation of Sec. 1 and 4 of Article II of our CBA, and of existing provisions of law.

In view thereof, we are left with no alternative but to comply with the provisions of the Union Security Clause of our CBA. Accordingly, we hereby serve notice upon you that we are dismissing you from your employment with M. Greenfield, Inc., pursuant to Sections 1 and 4 Article II of the CBA effective immediately."[10]

On that same day, the expelled union officers assigned in the first shift were physically or bodily brought out of the company premises by the company's security guards. Likewise, those assigned to the second shift were not allowed to report for work. this provoked some of the members of the local union to demonstrate their protest for the dismissal of the said union officers. Some union members left their work posts and walked out of the company premises.

On the other hand, the Federation, having achieved its objective, withdrew the Notice of Strike filed with the NCMB.

On March 8, 1989, the petitioners filed a Notice of Strike with the NCMB, DOLE, Manila, docketed as Case No. NCMB-NCR-NS03-216-89, alleging the following grounds for the strike:

(a) Discrimination
(b) Interference in union activities
(c) Mass dismissal of union officers and shop stewards
(d) Threats, coercion and intimidation
(e) Union busting

The following day, March 9,1989, a strike vote referendum was conducted and out of 2,103 union members who cast their votes, 2,086 members voted to declare a strike.

On March 10, 1989, the thirty (30) dismissed union officers filed an urgent petition, docketed as Case No. NCMB-NCR-NS-03-216-89, with the Office of the Secretary of the Department of Labor and Employment praying for the suspension of the effects of their termination from employment. However, the petition was dismissed by then Secretary Franklin Drilon on April 11, 1989, the pertinent portion of which stated as follows:

> "At this point in time, it is clear that the dispute at M. Greenfield is purely an intra-union matter No mass lay-off is evident as the termination's have been limited to those allegedly leading the secessionist group leaving MSMG-ULGWP to form a union under the KMU.
>
> x x x x x x x x x
>
> WHEREFORE, finding no sufficient jurisdiction to warrant the exercise of our extraordinary authority under Article 277 (b) of the Labor Code, as amended, the instant Petition is hereby DISMISSED for lack of merit.
>
> SO ORDERED."[11]

On March 13 and 14, 1989, a total of 78 union shop stewards were placed under preventive suspension by respondent company. This prompted the union members to again stage a walk-out and resulted in the official declaration of strike at around 3:30 in the afternoon of March 14, 1989. The strike was attended with violence, force and intimidation on both sides resulting to physical injuries to several employees, both striking and non-striking, and damage to company properties.

The employees who participated in the strike and allegedly figured in the violent incident were placed under preventive suspension by respondent company. The company also sent return to-work notices

to the home addresses of the striking employees thrice successively, on March 27, April 8 and April 31, 1989, respectively. However, respondent company admitted that only 261 employees were eventually accepted back to work. Those who did not respond to the return-to-work notice were sent termination letters dated May 17, 1989, reproduced below:

> M. Greenfield Inc., (B)
> Km. 14, Merville Rd., Parañaque
> May 17, 1989
>
> x x x x x x x x x
>
> On March 14, 1989, without justifiable cause and without due notice, you left your work assignment at the prejudice of the Company's operations. On March 27, April 11, and April 21, 1989, we sent you notices to report to the Company. Inspite of your receipt of said notices, we have not heard from you up to this date.
>
> Accordingly, for your failure to report, it is construed that you have effectively abandoned your employment and the Company is, therefore, constrained to dismiss you for said cause
>
> Very truly yours,
>
> M. GREENFIELDS, INC., (B)
> By:
> WENZEL STEPHEN LIGOT
> *Asst HRD Manager*"[12]

On August 7, 1989, the petitioners filed a verified complaint with the Arbitration Branch, National Capital Region, DOLE, Manila, docketed as Case No. NCR -00-09-04199-89, charging private respondents of unfair labor practice which consists of union busting, illegal dismissal, illegal suspension interference in union activities, discrimination, threats, intimidation, coercion, violence, and oppression.

After the filing of the complaint, the lease contracts on the respondent company's office and factory at Merville Subdivision, Parañaque expired and were not renewed. Upon demand of the owners of the premises, the company was compelled to vacate its office and factory.

Thereafter, the company transferred its administration and account/client servicing department at AFP-RSBS Industrial Park in Taguig, Metro Manila. For failure to find a suitable place in Metro Manila for relocation of its factory and manufacturing operations, the company was constrained to move the said departments to Tacloban, Leyte. Hence, on April 16, 1990, respondent company accordingly notified its employees of a temporary shutdown. in operations. Employees who were interested in relocating to Tacloban were advised to enlist on or before April 23, 1990.

The complaint for unfair labor practice was assigned to Labor Arbiter Manuel Asuncion but was thereafter reassigned to Labor Arbiter Cresencio Ramos when respondents moved to inhibit him from acting on the case.

On December 15, 1992, finding the termination to be valid in compliance with the union security clause of the collective bargaining agreement, Labor Arbiter Cresencio Ramos dismissed the complaint.

Petitioners then appealed to the NLRC. During its pendency, Commissioner Romeo Putong retired from the service, leaving only two commissioners, Commissioner Vicente Veloso III and Hon. Chairman Bartolome Carale in the First Division. When Commissioner Veloso inhibited himself from the case, Commissioner Joaquin Tanodra of the Third Division was temporarily designated to sit in the First Division for the proper disposition of the case.

The First Division affirmed the Labor Arbiter's disposition. With the denial of their motion for reconsideration on January 28, 1994, petitioners elevated the case to this Court, attributing grave abuse of discretion to public respondent NLRC in:

I. UPHOLDING THE DISMISSAL OF THE UNION OFFICERS BY RESPONDENT COMPANY AS VALID;

II. HOLDING THAT THE STRIKE STAGED BY THE PETITIONERS AS ILLEGAL;

III. HOLDING THAT THE PETITIONER EMPLOYEES WERE DEEMED TO HAVE ABANDONED THEIR WORK AND HENCE, VALIDLY DISMISSED BY RESPONDENT COMPANY; AND

IV. NOT FINDING RESPONDENT COMPANY AND RESPONDENT FEDERATION OFFICERS GUILTY OF ACTS OF UNFAIR LABOR PRACTICE.

Notwithstanding the several issues raised by the petitioners and respondents in the voluminous pleadings presented before the NLRC and this Court, they revolve around and proceed from the issue of whether or not respondent company was justified in dismissing petitioner employees merely upon the labor federation's demand for the enforcement of the union security clause embodied in their collective bargaining agreement.

Before delving into the main issue, the procedural flaw pointed out by the petitioners should first be resolved.

Petitioners contend that the decision rendered by the First Division of the NLRC is not valid because Commissioner Tanodra, who is from the Third Division, did not have any lawful authority to sit, much less write the ponencia, on a case pending before the First Division. It is claimed that a commissioner from one division of the NLRC cannot be assigned or temporarily designated to another division because each division is assigned a particular territorial jurisdiction. Thus, the decision rendered did not have any legal effect at all for being irregularly issued.

Petitioners' argument is misplaced. Article 213 of the Labor Code in enumerating the powers of the Chairman of the National Labor Relations Commission provides that:

> "The concurrence of two (2) Commissioners of a division shall be necessary for the pronouncement of a judgment or resolution. Whenever the required membership in a division is

> not complete and the concurrence of two (2) commissioners to arrive at a judgment or resolution cannot be obtained, the Chairman shall designate such number of additional Commissioners from the other divisions as may be necessary."

It must be remembered that during the pendency of the case in the First Division of the NLRC, one of the three commissioners, Commissioner Romeo Putong, retired, leaving Chairman Bartolome Carale and Commissioner Vicente Veloso III. Subsequently, Commissioner Veloso inhibited himself from the case because the counsel for the petitioners was his former classmate in law school. The First Division was thus left with only one commissioner. Since the law requires the concurrence of two commissioners to arrive at a judgment or resolution, the Commission was constrained to temporarily designate a commissioner from another division to complete the First Division. There is nothing irregular at all in such a temporary designation for the law empowers the Chairman to make temporary assignments whenever the required concurrence is not met. The law does not say that a commissioner from the first division cannot be temporarily assigned to the second or third division to fill the gap or vice versa. The territorial divisions do not confer exclusive jurisdiction to each division and are merely designed for administrative efficiency.

Going into the merits of the case, the court finds that the Complaint for unfair labor practice filed by the petitioners against respondent company which charges union busting, illegal dismissal, illegal suspension, interference in union activities, discrimination, threats, intimidation, coercion, violence, and oppression actually proceeds from one main issue which is the termination of several employees by respondent company upon the demand of the labor federation pursuant to the union security clause embodied in their collective bargaining agreement.

Petitioners contend that their dismissal from work was effected in an arbitrary, hasty, capricious and illegal manner because it was undertaken by the. respondent company without any prior administrative investigation; that, had respondent company conducted prior independent investigation it would have found that their expulsion from the union was unlawful similarly for lack of prior

administrative investigation; that the federation cannot recommend the dismissal of the union officers because it was not a principal party to the collective bargaining agreement. between the company and the union; that public respondents acted with grave abuse of discretion when they declared petitioners' dismissals as valid and the union strike as illegal and in not declaring that respondents were guilty of unfair labor practice.

Private respondents, on the other hand, maintain that the thirty dismissed employees who were former officers of the federation have no cause of action against the company, the termination of their employment having been made upon the demand of the federation pursuant to the union security clause of the CBA; the expelled officers of the local union were accorded due process of law prior to their expulsion from their federation; that the strike conducted by the petitioners was illegal for noncompliance with the requirements; that the employees who participated in the illegal strike and in the commission of violence thereof were validly terminated from work; that petitioners were deemed to have abandoned their employment when they did not respond to the three return to work notices sent to them; that petitioner labor union has no legal personality to file and prosecute the case for and on behalf of the individual employees as the right to do so is personal to the latter; and that, the officers of respondent company cannot be liable because as mere corporate officers, they acted within the scope of their authority.

Public respondent, through the Labor Arbiter, ruled that the dismissed union officers were validly and legally terminated because the dismissal was effected in compliance with the union security clause of the CBA which is the law between the parties. And this was affirmed by the Commission on appeal. Moreover, the Labor Arbiter declared that notwithstanding the lack of a prior administrative investigation by respondent company, under the union security clause provision in the CBA, the company cannot look into the legality or illegality of the recommendation to dismiss by the union and the obligation to dismiss is ministerial on the part of the company.[13]

This ruling of the NLRC is erroneous. Although this Court has ruled that union security clauses embodied in the collective bargaining agreement may be validly enforced and that dismissals pursuant

thereto may likewise be valid, this does not erode the fundamental requirement of due process. The reason behind the enforcement of union security clauses which is the sanctity and inviolability of contracts[14] cannot override one's right to due process.

In the case of Cariño vs. National Labor Relations Commission,[15] this Court pronounced that while the company, under a maintenance of membership provision of the collective bargaining agreement, is bound to dismiss any employee expelled by the union for disloyalty upon its written request, this undertaking should not be done hastily and summarily. The company acts in bad faith in dismissing a worker without giving him the benefit of a hearing.

> "The power to dismiss is a normal prerogative of the employer. However, this is not without limitation. The employer is bound to exercise caution in terminating the services of his employees especially so when it is made upon the request of a labor union pursuant to the Collective bargaining Agreement. Dismissals must not be arbitrary and capricious. Due process must be observed in dismissing an employee because it affects not only his position but also his means of livelihood. Employers should respect and protect the rights of their employees, which include the right to labor."

In the case under scrutiny, petitioner union officers were expelled by the federation for allegedly committing acts of disloyalty and/or inimical to the interest of ULGWP and in violation of its Constitution and By-laws. Upon demand of the federation, the company terminated the petitioners without conducting a separate and independent investigation. Respondent company did not inquire into the cause of the expulsion and whether or not the federation had sufficient grounds to effect the same. Relying merely upon the federation's allegations, respondent company terminated petitioners from employment when a separate inquiry could have revealed if the federation had acted arbitrarily and capriciously in expelling the union officers. Respondent company's allegation that petitioners were accorded due process is belied by the termination letters received by the petitioners which state that the dismissal shall be immediately effective.

As held in the aforecited case of Cariño, “the right of an employee to be informed of the charges against him and to reasonable opportunity to present his side in a controversy with either the company or his own union is not wiped away by a union security clause or a union shop clause in a collective bargaining agreement. An employee is entitled to be protected not only from a company which disregards his rights but also from his own union the leadership of which could yield to the temptation of swift and arbitrary expulsion from membership and mere dismissal from his job.”

While respondent company may validly dismiss the employees expelled by the union for disloyalty under the union security clause of the collective bargaining agreement upon the recommendation by the union, this dismissal should not be done hastily and summarily thereby eroding the employees’ right to due process, self-organization and security of tenure. The enforcement of union security clauses is authorized by law provided such enforcement is not characterized by arbitrariness, and always with due process.[16] Even on the assumption that the federation had valid grounds to expel the union officers, due process requires that these union officers be accorded a separate hearing by respondent company.

In its decision, public respondent declared that if complainants (herein petitioners) have any recourse in law, their right of action is against the federation and not against the company or its officers. relying on the findings of the Labor Secretary that the issue of expulsion of petitioner union intra-union matter.

Again, such a contention is untenable. While its is true that the issue of expulsion of the local union officers is originally between the local union and the federation, hence, intra-union in character, the issue was later on converted into a termination dispute when the company dismissed the petitioners from work without the benefit of a separate notice and hearing. As a matter of fact, the records reveal that the termination was effective on the same day that the termination notice was served on the petitioners.

In the case of Liberty Cotton Mills Workers Union vs. Liberty Cotton Mills, Inc.,[17] the Court held the company liable for payment of

backwages for having acted in bad faith in effecting the dismissal of the employees.

> "Bad faith on the part of the respondent company be gleaned from the fact that the petitioner workers were dismissed hastily and summarily. At best, it was guilty of a tortious act, for which it must assume solidary liability, since it apparently chose to summarily dismiss the workers at the union's instance secure in the union's contractual undertaking that the union would hold it 'free from any liability' arising from such dismissal."

Thus, notwithstanding the fact that the dismissal was at the instance of the federation and that it undertook to hold the company free from any liability resulting from such a dismissal, the company may still be held liable if it was remiss in its duty to accord the would be dismissed employees their right to be heard on the matter.

Anent petitioners contention that the federation was not a principal party to the collective bargaining agreement between the company and the union, suffice it to say that the matter was already ruled upon in the Interpleader case filed by respondent company. Med-Arbiter Anastacio Bactin thus ruled:

> After a careful examination of the facts and evidences presented by the parties, this Officer hereby renders its decision as follows:
>
> > 1.) It appears on record that in the Collective Bargaining Agreement (CBA) which took effect on July 1, 1986, the contracting parties are M. Greenfield, Inc. (B) and Malayang Samahan ng Mga Manggagawa sa M. Greenfield, Inc. (B) (MSMG)/United Lumber and General Workers of the Philippines (ULGWP). However, MSMG was not yet a registered labor organization at the time of the signing of the CBA. Hence, the union referred to in the CBA is the ULGWP."[18]

Likewise on appeal, Director Pura Ferrer-Calleja put the issue to rest as follows:

> It is undisputed that ULGWP is the certified sole and exclusive collective bargaining agent of all the regular rank-and-file workers of the company, M. Greenfield, Inc. (pages 31-32 of the records).It has been established also that the company and ULGWP signed a 3-year collective bargaining agreement effective July 1, 1986 up to June 30, 1989.[19]

Although the issue of whether or not the federation had reasonable grounds to expel the petitioner union officers is properly within the original and exclusive jurisdiction of the Bureau of Labor Relations being an intra-union conflict, this Court deems it justifiable that such issue be nonetheless ruled upon, as the Labor Arbiter did, for to remand the same to the Bureau of Labor Relations would be to intolerably delay the case.

The Labor Arbiter found that petitioner union officers were justifiably expelled from the federation for committing acts of disloyalty when it "undertook to disaffiliate from the federation by charging ULGWP with failure to provide any legal, educational or organizational support to the local and declared autonomy, wherein they prohibit the federation from interfering in any internal and external affairs of the local union."[20]

It is well-settled that findings of facts of the NLRC are entitled to great respect and are generally binding on this Court, but it is equally well-settled that the Court will not uphold erroneous conclusions of the NLRC as when the Court finds insufficient or insubstantial evidence on record to support those factual findings. The same holds true when it is perceived that far too much is concluded, inferred. or deduced from the bare or incomplete facts appearing of record.[21]

In its decision, the Labor Arbiter declared that the act of disaffiliation and declaration of autonomy by the local union was part of its "plan to take over the respondent federation." This is purely conjecture and speculation on the part of public respondent, totally unsupported by the evidence.

A local union has the right to disaffiliate from its mother union or declare its autonomy. A local union, being a separate and voluntary association, is free to serve the interests of all its members including

the freedom to disaffiliate or declare its autonomy from the federation which it belongs when circumstances warrant, in accordance with the constitutional guarantee of freedom of association.[22]

The purpose of affiliation by a local union with a mother union a federation:

> "is to increase by collective action the bargaining power in respect of the terms and conditions of labor. Yet the locals remained the basic units of association, free to serve their own and the common interest of all, subject to the restraints imposed by the Constitution and By-Laws of the Association, and free also to renounce the affiliation for mutual welfare upon the terms laid down in the agreement which brought it into existence."[23]
>
> Thus, a local union which has affiliated itself with a federation is free to sever such affiliation anytime and such disaffiliation cannot be considered disloyalty. In the absence of specific provisions in the federation's constitution prohibiting disaffiliation or the declaration of autonomy of a local union, a local may dissociate with its parent union.[24]

The evidence on hand does not show that there is such a provision in ULGWP's constitution. Respondents' reliance upon Article V; Section 6, of the federation's constitution is not right because said section, in fact, bolsters the petitioner union's claim of its right to declare autonomy:

> SECTION 6. The autonomy of a local union affiliated with ULGWP shall be respected insofar as it pertains to its internal affairs, except as provided elsewhere in this Constitution.
>
> There is no disloyalty to speak of, neither is there any violation of the federation's constitution because there is nothing in the said constitution which specifically prohibits disaffiliation or declaration of autonomy. Hence, there cannot be any valid dismissal because Article II, Section 4 of the union security clause in the CBA limits the dismissal to only three (3) grounds, to wit: failure to maintain membership in the union (1) for non-

payment of union dues, (2) for resignation; and (3) for violation of the union's Constitution and By-Laws.

To support the finding of disloyalty, the Labor Arbiter gave weight to the fact that on February 26, 1989, the petitioners declared as vacant all the responsible positions of ULGWP, filled these vacancies through an election and filed a petition for the registration of UWP as a national federation. It should be pointed out, however, that these occurred after the federation had already expelled the union officers. The expulsion was effective November 21, 1988. Therefore, the act of establishing a different federation, entirely separate from the federation which expelled them, is but a normal retaliatory reaction to their expulsion.

With regard to the issue of the !legality or illegality of the strike, of the Labor Arbiter held that the strike was illegal for the following reasons: (1) it was based on an intra-union dispute which cannot properly be the subject of a strike, the right to strike being limited to cases of bargaining deadlocks and unfair labor practice (2) it was made in violation of the "no strike, no lock-out" clause in the CBA, and (3) it was attended with violence, force and intimidation upon the persons of the company officials, other employees reporting for work and third persons having legitimate business with the company, resulting to serious physical injuries to several employees and damage to company property.

On the submission that the strike was illegal for being grounded on a non-strikeable issue, that is, the intra-union conflict between the federation and the local union, it bears reiterating that when respondent company dismissed the union officers, the issue was transformed into a termination dispute and brought respondent company into the picture. Petitioners believed in good faith that in dismissing them upon request by the federation, respondent company was guilty of unfair labor practice in that it violated the petitioner's right to self-organization. The strike was staged to protest respondent company's act of dismissing the union officers. Even if the allegations of unfair labor practice are subsequently found out

> to be untrue, the presumption of legality of the strike prevails.[25]

Another reason why the Labor Arbiter declared the strike illegal is due to the existence of a no strike no lockout provision in the CBA.

Again, such a ruling is erroneous. A no strike, no lock out provision can only be invoked when the strike is economic in nature, i.e. to force wage or other concessions from the employer which he is not required by law to grant.[26] Such a provision cannot be used to assail the legality of a strike which is grounded on unfair labor practice, as was the honest belief of herein petitioners. Again, whether or not there was indeed unfair labor practice does not affect the strike.

On the allegation of violence committed in the course of the strike, it must be remembered that the Labor Arbiter and the Commission found that "the parties are agreed that there were violent incidents resulting to injuries to both sides, the union and management."[27]

The evidence on record show that the violence cannot be attributed to the striking employees alone for the company itself employed hired men to pacify the strikers. With violence committed on both sides, the management and the employees, such violence cannot be a ground for declaring the strike as illegal.

With respect to the dismissal of individual petitioners, the Labor Arbiter declared that their refusal to heed respondent's recall to work notice is a clear indication that they were no longer interested in continuing their employment and is deemed abandonment. It is admitted that three return to work notices were sent by respondent company to the striking employees on March 27, April 11, and April 21, 1989 and that 261 employees who responded to the notice were admitted back to work.

However, jurisprudence holds that for abandonment of work to exist, it is essential (1) that the employee must have failed to report for work or must have been absent without valid or justifiable reason; and (2) that there must have been a clear intention to sever the employer-employee relationship manifested by some overt acts.[28] Deliberate and unjustified refusal on the part of the employee to go back to his

work post and resume his employment must be established. Absence must be accompanied by overt acts unerringly pointing to the fact that the employee simply does not want to work anymore.[29] And the burden of proof to show that there was unjustified refusal to go back to work rests on the employer.

In the present case, respondents failed to prove that there was a clear intention on the part of the striking employees to sever their employer-employee relationship. Although admittedly the company sent three return to work notices to them, it has not been substantially proven that these notices were actually sent and received by the employees. As a matter of fact, some employees deny that they ever received such notices. Others alleged that they were refused entry to the company premises by the security guards and were advised to secure a clearance from ULGWP and to sign a waiver. Some employees who responded to the notice were allegedly told to wait for further notice from respondent company as there was lack of work.

Furthermore, this Court has ruled that an employee who took steps to protest his lay-off cannot be said to have abandoned his work.[30] The filing of a complaint for illegal dismissal is inconsistent with the allegation of abandonment. In the case under consideration. the petitioners did, in fact, file a complaint when they were refused reinstatement by respondent company.

Anent public respondents finding that there was no unfair labor practice on the part of respondent company and federation officers, the Court sustains the same. As earlier discussed, union security clauses in collective bargaining agreements, if freely and voluntarily entered into, are valid and binding. Corrolarily, dismissals pursuant to union security clauses are valid and legal subject only to the requirement of due process, that is, notice and hearing prior to dismissal. Thus, the dismissal of an employee by the company pursuant to a labor union's demand in accordance with a union security agreement does not constitute unfair labor practice.[31]

However the dismissal was invalidated in this case because of respondent company's failure to accord petitioners with due process, that is, notice and hearing prior to their termination. Also, said

dismissal was invalidated because the reason relied upon by respondent Federation was not valid. Nonetheless, the dismissal still does not constitute unfair labor practice.

Lastly, the Court is of the opinion, and so holds, that respondent company officials cannot be held personally liable for damages on account of the employees' dismissal because the employer corporation has a personality separate and distinct from its officers who merely acted as its agents.

It has come to the attention of this Court that the 30-day prior notice requirement for the dismissal of employees has been repeatedly violated and the sanction imposed for such violation enumerated in Wenphil Corporation vs. NLRC[32] has become an ineffective deterrent. Thus, the Court recently promulgated a decision to reinforce and make more effective the requirement of notice and hearing, a procedure that must be observed before termination of employment can be legally effected.

In Ruben Serrano vs. NLRC and Isetann Department Store. (G.R. No. 117040 January 27 2000) the Court ruled that an employee who is dismissed, whether or not for just or authorized cause but without prior notice of his termination, is entitled to full backwages from the time he was terminated until the decision in his case becomes final, when the dismissal was for cause, and in case the dismissal was without just or valid cause, the backwages shall be computed from the time of his dismissal until his actual reinstatement. In the case at bar, where the requirement of notice and hearing was not complied with the aforecited doctrine laid down in the Serrano case applies.

WHEREFORE, the Petition is **GRANTED**; the decision of the National Labor Relations Commission in Case No. NCR-00-09-04199-89 is **REVERSED** and **SET ASIDE**; and the respondent company is hereby ordered to immediately reinstate the petitioners to their respective positions. Should reinstatement be not feasible, respondent company shall pay separation pay of one month salary for every year of service. Since petitioners were terminated without the requisite written notice at least 30 days prior to their termination, following the recent ruling in the case of Ruben Serrano vs. National Labor Relations Commission and Isetann Department Store, the

respondent company is hereby ordered to pay full backwages to petitioner-employees while the Federation is also ordered to pay full backwages to petitioner-union officers who were dismissed upon its instigation. Since the dismissal of petitioners was without cause, backwages shall be computed from the time the herein petitioner employees and union officers were dismissed until their actual reinstatement. Should reinstatement be not feasible, their backwages shall be computed from the time petitioners were terminated until the finality of this decision. Costs against the respondent company.

SO ORDERED.

Gonzaga-Reyes, *J.*, concur.
Melo, *J.*, concurs in the result.
Vitug and Panganiban, *JJ.*, reiterate their separate opinion in Serrano vs. NLRC (G.R. 117040, 27 Jan. 2000)

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[1] Rollo, p. 29.
[2] Ibid, p. 30-31, p. 823-824.
[3] Rollo, p. 34.
[4] Rollo, p. 35.
[5] Ibid., p. 40.
[6] Rollo, p. 47.
[7] Ibid., p. 48.
[8] Rollo, p. 1522-1523.
[9] Ibid., 1523-1524.
[10] Rollo, p.58-59.
[11] Rollo, p. 937.
[12] Rollo, p. 837.
[13] Decision of the Labor Arbiter, p. 16 (p. 197 of Rollo).
[14] Tanduay Distillery Labor Union vs. NLRC, 149 SCRA 470 citing Victoria's Milling Co., Inc. vs. Victoria's-Manapla Workers' Organization, 9 SCRA 154.
[15] G.R. No. 91086, 8 May 1990, 185 SCRA 177.
[16] Sanyo Philippines Workers Union-PSSLU vs. Cañizares, 211 SCRA 361.
[17] 90 SCRA 391.
[18] Rollo, p. 199.
[19] Ibid.
[20] Rollo, p. 200.
[21] Bonita vs. NLRC, 225 SCRA 167.
[22] Volkschel vs. Bureau of Labor Relations, 137 SCRA 42.

[23] Tropical Hut Employees' Union-CGW vs. Tropical Hut Food Market Inc., 181 SCRA 173; Adamson, Inc. vs. CIR, 127 SCRA 268; Liberty Cotton Mills Workers Union vs. Liberty Cotton Mills, Inc., 66 SCRA 512.
[24] Ferrer vs. National Labor Relations Commission, 224 SCRA 410; People's Industrial and Commercial Employees and Workers Organization (FFW) vs. People's Industrial and Commercial Corp., 112 SCRA 440.
[25] Master Iron Labor Union vs. National Labor Relations Commission, 219 SCRA 47.
[26] Panay Electric Company Inc. vs. NLRC, 248 SCRA 688; People's Industrial and Commercial Employees and Workers Organization (FFW) vs. PIC Corp., 112 SCRA 440; Consolidated Labor Association of the Philippines vs. Marsman and Co., Inc., 11 SCRA 589; Master Iron Labor Union vs. NLRC, 219 SCRA 47; Phil. Metal Foundries Inc. vs. CIR, 90 SCRA 135;.
[27] Decision of the Labor Arbiter, Rollo, p. 203.
[28] Philippine Advertising Counselors, Inc. vs. National Labor Relations Commission, 263 SCRA 395; Balayan Colleges vs. National Labor Relations Commission, 255 SCRA 1.
[29] Nueva Ecija I Electric Cooperative, Inc. vs. Minister of Labor, 184 SCRA 25,30.
[30] Bonita vs. National Labor Relations Commission, 255 SCRA 167; Batangas Laguna Tayabas Bus Company vs. NLRC, 212 SCRA 792; Jackson Building Condominium Corporation vs. NLRC, 246 SCRA 329.
[31] Tanduay Distillery Labor Union vs. NLRC, 149 SCRA 470; Seno vs. Mendoza, 21 SCRA 1124.
[32] 170 SCRA 69 (1989).