SUPREME COURT
FIRST DIVISION

PNOC DOCKYARD AND ENGINEERING CORPORATION,
***Petitioner*,**

-versus-

G.R. No. 118223
June 26, 1998

THE HONORABLE NATIONAL LABOR RELATIONS COMMISSION, BATAAN REFINERS UNION OF THE PHILIPPINES (BRUP), PNOC-COAL CORPORATION EMPLOYEES' ASSOCIATION (PCC-ELU), KAPISANAN NG MALAYANG MANGGAGAWA-PNOC DOCKYARD AND ENGINEERING CORPORATION (KMM-PDEC), PNOC SHIPPING AND TRANSPORT CORPORATION EMPLOYEES' ASSOCIATION (PSTCEA), ERNESTO M. ESTRELLA, FELIMON PAGLINAWAN, RUFINO ANDAYA, GENEROSO MERCADO, JOHNNY CLARIANES and LEO ORRICA,
***Respondents*.**
x----------x

D E C I S I O N

PANGANIBAN, *J.*:

The Constitution mandates the state to afford full protection to labor. To achieve this goal, technical rules of procedure shall be liberally construed in favor of the working class in accordance with the demands of substantial Justice.

The Case

This petition for review under Rule 65 of the Rules of Court seeks to set aside the Decision[1] dated August 12, 1993, promulgated by the National Labor Relations Commission[2] (NLRC) in NLRC NCR CC No. 000033-92, the dispositive portion of which reads:[3]

> "WHEREFORE, premises considered, respondent PNOC-subsidiaries are declared guilty of illegal dismissal, violation of the Memorandum of Agreement dated 3 January 1992 and of unfair labor practice acts, as herein charged.
>
> Consequently, respondent companies are hereby ordered to cease and desist from further violating the terms and conditions of the parties' Memorandum of Agreement of 3 January 1992 and from further committing the unfair labor practice acts herein complained of.
>
> Individual respondents herein are hereby ordered reinstated to their former positions with full backwages from the time of their dismissals to the dates of their actual reinstatements and without loss of seniority rights and benefits appurtenant thereto. In case reinstatement proves unenforceable on account of the sale of any of respondent companies, in lieu of reinstatement, the complainants concerned are hereby ordered paid their separation pay equivalent to their one (1) month's pay for every year of service, a fraction of at least six (6) months considered as one (1) whole year, in addition to the award of backwages.

> Respondents are hereby ordered to pay complainants their attorney's fees in the amount of not less than ten (10%) percent of the total monetary award herein.
>
> The claims of both parties herein for moral and exemplary damages and all other claims herein for lack of merit are hereby dismissed."

Both parties filed their respective motions for reconsideration. Only the motion of herein private respondents was granted in a Decision[4] of the NLRC dated December 9, 1994. The decretal part thereof reads:[5]

> "ACCORDINGLY, in view of the foregoing, this Division's Decision dated August 12, 1993 is hereby MODIFIED so that the PNOC-Dockyard and Engineering Corporation shall pay their employees separated because of the sale of their assets, separation benefits equivalent to two months for every year of service, as mandated by company policy and practice.
>
> The motions for reconsideration filed by Petron and its officers, PNOC-Dockyard and Shipping Corporations, PNOC Energy Development Corporation and Bataan Refiners Union of the Philippines are hereby DENIED for lack of merit."

The present on likewise impugns the foregoing ruling.

The Facts

The solicitor general exhaustively presents these factual antecedents of the case:[6]

> "1. On November 22, 1991, private respondent [Kapisanang Malayang Manggagawa-PNOC Dockyard & Engineering Corporation (KMM-PDEC)], among other unions namely: Bataan Refiners Union of the Philippines (BRUP); PNOC-Energy Development Employees' Association (PEDEA); PNOC-Coal Corporation Employees' Association (PCC-ELU); and PNOC-Shipping & Transport Corp. [Employees' Association] (PSTCEA), filed with the Department of Labor

and Employment (DOLE) a notice of strike against Phil. National Oil Company (PNOC) and Monico Jacob as President/Chairman, on the ground of discrimination constituting unfair labor practice (p. 2, NLRC Decision dated August 12, 1993). The dispute arose from the grant [by] petitioner and PNOC [of] the amount of P2,500.00 increase in monthly salaries to Managerial, Professionals and Technical Employees (MPT) but not to Non-Managerial, Professional and Technical Employees (NMPT).

2. On December 13, 1991, Acting Secretary Nieves Confesor certified the dispute subject of the notice of strike to the National Labor Relations Commission (NLRC) for compulsory arbitration. The certification reads in part:

'x x x

WHEREFORE, IN VIEW OF THE FOREGOING, and pursuant to Article 263 (g) of the Labor Code, as amended, this Office hereby CERTIFIES the labor dispute at Phil. National Oil Company to the National Labor Relations Commission for compulsory arbitration.

Accordingly, any strike or lock-out is hereby strictly enjoined.

Parties are ordered to CEASE and DESIST from committing any and all acts that might exacerbate the situation.

SO ORDERED.

Manila, Philippines, 13 Dec. 1991.

SGD. NIEVES R. CONFESOR
Acting Secretary'
(DOLE Order dated Dec. 13, 1991, Attachment 3, Position Paper, PNOC Subsidiaries)

3. The aforequoted Order however was not served to the respondent union's President, Felimon Paglinawan, who is authorized to receive notices. Wilfredo Rojo, the process server of DOLE merely left the Order with the guard on duty at the gate of the premises which is a distance away from the union office (pp. 10-11, Position Paper of respondent union, Records).

4. In the morning of December 18, 1991, the day when respondent union was poised to strike, its officers and members decided to report for work but petitioner thru its Operations Manager, Nemesio Guillermo, padlocked the gate and refused entry to the employees. Some officers and members of respondent union were able to enter the premises of petitioner and punch-in their timecards; however, they were immediately escorted back outside (pp. 4, 12, & 13, Position Paper of respondent union and its Annexes 'E-1' to 'E-4', Records; pp. 13-14, NLRC Decision dated Aug. 12, 1993).

5. On December 19, 1991, Acting Labor Secretary Nieves Confesor issued a return to work order, which reads in part:

'x x x

WHEREFORE, ABOVE PREMISES CONSIDERED, all striking workers are hereby ordered to return to work within twenty four (24) hours from receipt of this Order and for the Company to accept them under the same terms and conditions prevailing prior to the work stoppage.

Further, the directive to the parties to cease and desist from committing any and all acts that might aggravate the situation is hereby reiterated.

SO ORDERED.

Manila, Philippines, 19 December 1991.

SGD. NIEVES CONFESOR
Acting Secretary
(Return to Work Order dated December 19, 1991,
Attachment 4, Position Paper of PNOC Subsidiaries,
Records)

6. On December 20, 1991, respondent union thru its President, Felimon Paglinawan filed before the NLRC Arbitration Branch, Region IV, a complaint against petitioner for Illegal Lock-out (Complaint dated December 20, 1991, Records).

7. On December 23, 1991, all members of the private respondent union reported and were accepted back to work (p. 5, NLRC Decision dated August 12, 1993).

8. Subsequently, petitioner filed before the DOLE a petition to declare the strike illegal with a motion to cite the striking workers in contempt for defying the DOLE Orders (p. 4, Position Paper of Petitioner, Records). Respondent union on the other hand filed a Motion to Dismiss the petition (p. 4, Position Paper for Respondent, Records).

9. On March 3, 1992, Felimon Paglinawan, Leo O. Orrica, Johnny Clariones and Generoso Mercado, Jr., the President, Secretary, Auditor and Treasurer of the respondent union, respectively, after due notice and investigation, were dismissed by petitioner from their employment on the ground, among others of their participation in the work stoppage on December 18 to 21, 1991 (p. 4, Position Paper of Respondent, Records).

10. On March 9, 1992, the aforementioned dismissed union officers filed before the NLRC a complaint for illegal dismissal. The cases were consolidated and in [the herein challenged] Decision dated August 12, 1993, public respondent ordered the reinstatement of the dismissed officers of private respondent union."

The same Decision further ruled that, where reinstatement was no longer feasible "on account of the sale of any of respondent companies," separation pay shall be awarded, equivalent to "one (1) month's pay for every year of service, a fraction of at least six (6) months considered as one (1) whole year, in addition to the award of backwages."

The parties filed their respective motions for reconsideration. In its December 9, 1994 Decision, the NLRC modified its earlier disposition and ordered herein petitioner to pay its separated employees severance benefit equivalent to "two months for every year of service" in accordance with the company's established business practice. The separate motions of PNOC and its subsidiaries were all denied.

Hence, this recourse[7] filed by the PNOC Dockyard and Engineering Corporation.[8]

Issues

Petitioner submits the following grounds for its petition:

"I. Respondent NLRC committed a grave abuse of discretion in not holding that KMM-PDEC and its officers are not guilty of illegal strike notwithstanding the provisions of Section 4, Rule XIII of the Omnibus Rules implementing the Labor Code and overwhelming evidence of their guilt.

II. Respondent NLRC committed a grave abuse of discretion in not finding the termination of respondent KMM-PDEC union officers, who led the illegal strike, as legal and for just cause as clearly shown by overwhelming evidence.

III. Respondent NLRC committed a grave abuse of discretion in not finding that petitioner is entitled to the award of damages."[9]

The Court's Ruling

The arguments of petitioner do not persuade us. We find no grave abuse of discretion committed by the NLRC in its two challenged Decisions.

First Issue: The Strike Was Legal

At the outset, the Court emphasizes that, under Rule 65 of the Rules of Court, its review of decisions or resolutions of quasi-judicial bodies, such as the NLRC, is confined to issues of jurisdiction and grave abuse of discretion.[10] As a rule, judicial review by this Court does not extend to a reevaluation of the factual circumstances of the case. Specialized agencies are presumed to have gained expertise on matters within their respective fields. Thus, their findings of fact, when supported by substantial evidence, are entitled to great respect and are generally rendered conclusive upon this Court,[11] except only upon a clear showing of palpable error or arbitrary disregard of evidence. A thorough examination of the records of this case reveals no reason to justify a reversal of the factual findings of the NLRC.

In resolving that the strike was legal, the labor tribunal took note of the following facts: (1) the notice of strike was filed only after the union members lost hope for the redress of their grievance arising from their exclusion from the P2,500 salary increase; (2) the union members honestly believed that they were discriminated against, since the company practice in the past was to grant salary increases to all employees regardless of whether they were MPTs (managerial, professional, and technical employees) or NMPTs (non-managerial, professional, and technical employees); (3) such discriminatory grant appeared to be an unfair labor practice intended to discourage union membership, since MPTs were non-union members; and (4) the labor unions complied with the legal requirements before going on strike, such as the members' strike vote by secret ballot, the submission of the results thereof to the National Conciliation and Meditation Board (NCMB), the filing of a notice to strike and the observance of the 15-day cooling-off period. Respondent Commission opined that the unions had a reason to regard the salary discrimination, believed to discourage membership in the labor organization, as an unfair labor practice prohibited by Article 248 (e)[12] of the Labor Code.

Thus, although rejecting that PNOC and its subsidiaries were guilty of discrimination, the NLRC reiterated the policy enunciated in several labor cases "that a strike does not automatically carry the stigma of illegality even if no unfair labor practice were committed by the employer. It suffices if such a belief in good faith is entertained by labor as the inducing factor for staging a strike."[13] Indeed, the presumption of legality prevails even if the allegation of unfair labor practice is subsequently found to be untrue,[14] provided that the union and its members believed in good faith in the truth of such averment.

As to the alleged violation of the strike prohibition in their CBA, the NLRC held that there should be no automatic verdict of illegality on the strike conducted. It found support from this Supreme Court ruling:[15]

> "Even on the assumption that the illegality of the strike is predicated on its being a violation of the ban or prohibition of strikes in export-oriented industries, lack of notice to strike, and as a violation of the no-strike clause of the CBA, still, the automatic finding of the illegality of the strike finds no authoritative support in the light of the attendant circumstances. As this Court held in Cebu Portland Cement Co. vs. Cement Workers Union [25 SCRA 504], a strike staged by the workers, inspired by good faith, does not automatically make the same illegal. In Ferrer vs. Court of Industrial Relations [17 SCRA 352], the belief of the strikers that the management was committing unfair labor practice was properly considered in declaring an otherwise premature strike, not unlawful, and in affirming the order of the Labor Court for the reinstatement without backwages of said employees."

The NLRC noted further that the strike was peaceful and orderly, unmarred by any form of violence or untoward incident.

As to the alleged transgression by respondent unions of Section 4, Rule XIII of the Omnibus Rules Implementing the Labor Code, we agree with Respondent Commission that there actually was substantial compliance thereof. The aforesaid provision reads:

> "Sec. 4. Contents of notice. — The notice shall state, among others, the names and addresses of the employer and the union involved, the nature of the industry to which the employer belongs, the number of union members and of the workers in the bargaining unit, and such other relevant data as may facilitate the settlement of the dispute, such as a brief statement or enumeration of all pending labor disputes involving the same parties.
>
> In cases of bargaining deadlocks, the notice shall, as far as practicable, further state the unresolved issues in the bargaining negotiations and be accompanied by the written proposals of the union, the counter-proposals of the employer and the proof of a request for conference to settle the differences. In cases of unfair labor practices, the notice shall, as far as practicable, state the acts complained of and the efforts taken to resolve the dispute amicably.
>
> Any notice which does not conform with the requirements of this and the foregoing sections shall be deemed as not having been filed and the party concerned shall be so informed by the regional branch of the Board."

Petitioner argues that the notice of strike was invalid, since (1) it erroneously named PNOC as the employer, which is actually a corporate entity separate and distinct from petitioner; (2) it did not indicate the specific acts which respondent union considered as unfair labor practices; and (3) there was no reasonable attempt or effort on the part of respondent union to amicably settle the alleged labor dispute.

The NLRC ruled, and we agree, that respondent union merely committed an honest mistake, because it appears on record that PNOC has the same set of corporate officers as petitioner;[16] and matters as to wages and other official policies all emanated from PNOC, the mother company. The unrebutted testimony of Leo O. Orrica further attests to the fact that the employees concerned repeatedly brought to the attention of the management the discriminatory grant of salary increase, but the latter failed to address

the grievance of the NMPTs or to satisfactorily explain such grant to MPTs only, except to say that it was management's prerogative.[17]

Lastly, we agree with the solicitor general that, under the circumstances, there was sufficient indication of the nature and cause of the labor dispute subject of the notice of strike — unfair labor practice in the form of discrimination. The unions merely filled out the standard form furnished for the purpose by the Department of Labor and Employment, and they were indeed not expected to write in detail the history of their dispute. By supplying the information required in the DOLE form and submitting the other explicitly required documents, respondent unions have substantially complied with the law.

A well-recognized norm in labor law is that technical rules of procedure are not to be strictly interpreted and applied in a manner that would defeat substantial justice or be unduly detrimental to the work force. Rules may be relaxed in order to give full meaning to the constitutional mandate of affording full protection to labor.[18] As provided in Article 4 of the Labor Code, "all doubts in the implementation and interpretation of this Code, including its implementing rules and regulations, shall be rendered in favor of labor."[19]

In addition, we disagree with petitioner's contention that the strike became automatically illegal upon the labor secretary's certification of the dispute to the NLRC for compulsory arbitration. Basic is the rule that no order, decision or resolution — not even one that is "immediately executory" — is binding and automatically executory unless and until the proper parties are duly notified thereof.[20] The Labor Code specifically enjoins that decisions, orders or awards of the labor secretary, the regional director, the NLRC or the labor arbiter are "to [be] separately furnish[ed] immediately [to] the counsels of record and the parties."[21] This means that in labor cases, both the party and its counsel must be duly served their separate copies of the order, decision or resolution; unlike in ordinary judicial proceedings where notice to counsel is deemed notice to party.[22]

Private respondents precisely impugn the validity of the service of the DOLE certification order dated December 13, 1991. They maintain

that said order was not validly served on them, since their supposed copy was left only with a security guard at the gate of the office premises of the union. Allegedly, no effort was made to serve the same to an authorized person inside their office. The service of the order upon counsel for the umbrella union FUEL-GAS should not be deemed a valid service upon Respondent KMM-PDEC, which had its own counsel of record, Atty. Tomas Caspe, who appeared before the NCMB. Besides, the law requires service to both the counsel and the parties. It has also been previously held that service to a security guard of the building where the principal holds office is not a valid service.[23] Nevertheless, upon verified information of the existence of the certification order, members of respondent labor unions promptly ended their strike and returned to their jobs.

All in all, we find that the conclusions of Respondent NLRC on the legality of the strike are in accordance with law and jurisprudence. Petitioner has failed to show grave abuse of discretion amounting to lack or excess of jurisdiction on the part of the NLRC.

Second Issue: The Dismissals Were Illegal

Having ruled that the strike staged by respondent unions was legal, the subsequent dismissals of their officers due to their staging of said strike cannot be countenanced.

The NLRC correctly observed that, although petitioner averred that the dismissals of individual respondents were due to infractions of company rules and regulations, the alleged infractions actually arose from their participation in the strike. This is crystal clear from the charges leveled against the union officers, such as "active participation in the illegal work stoppage," "disruption of company operations resulting [in] losses," "violation of the 'NO STRIKE' clause of the existing CBA," among others, cited in their similarly worded notices of investigation that eventually led to their dismissals.

Furthermore, such investigations conducted by petitioner were in flagrant disregard of the authority and jurisdiction of Respondent Commission and in defiance of the Memorandum of Agreement[24] with the striking unions, executed upon the order of then acting Labor Secretary Nieves R. Confesor. The issues relating to the strike

and lockout were already submitted before the NLRC through the corresponding complaints filed by petitioner itself and private respondents. By filing a formal complaint for illegal strike, it behooved petitioner to desist from undertaking its own investigation on the same matter, concluding upon the illegality of the union activity and dismissing outright the union officers involved. The latter objected, in fact, to the conduct of such investigations precisely due to the pendency before the NLRC of an action based on the same grounds. Instead, petitioner pre-empted the NLRC from ascertaining the merits of the complaints.

Moreover, the Memorandum of Agreement, other than enjoining the striking workers to return to work, likewise ordered the management to "accept them under the same terms and conditions prevailing prior to the work stoppage," and ruled that the matter of "staggered" wage and holiday pay deductions for the strike period be discussed in the labor-management committee (LMC). In glaring defiance, petitioner arbitrarily undertook to change the work schedule of some employees on the very day they resumed work, aside from deducting in full the wages and holiday pays of the striking employees pertaining to the strike period, even before the LMC could convene.

The actions of petitioner are clearly tainted with abuse of power and with illegality. While we recognize the prerogative of management to regulate all aspects of employment, the power to discipline and terminate an employee's services may not be exercised in a despotic or whimsical manner as to erode or render meaningless the constitutional guarantees of security of tenure and due process.[25]

Time and again, we have held that the employment status of workers cannot be trifled with, such that their constitutional and statutory rights as well as those arising from valid agreements will, in effect, be defeated or circumvented. No less than the Constitution itself guarantees state protection of labor and assures workers of security of tenure in their employment.[26]

Third Issue: Damages

The actual and exemplary damages sought by petitioner have no basis in law, much less in equity and fair play. From the foregoing

discussion, the strike was staged by respondent unions in the honest belief that petitioner, among the other PNOC subsidiaries involved, was guilty of unfair labor practice due to the discrimination in the grant of salary increase believed to discourage union membership, and to its refusal to bargain collectively on the matter. There was good faith on the part of the striking unions. Thus, they cannot be penalized by imposing upon them payment of damages.

WHEREFORE, the petition is hereby **DISMISSED**. The assailed Decisions are **AFFIRMED**.

SO ORDERED.

Davide Jr., Bellosillo, Vitug and Quisumbing, *JJ.*, concur.

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[1] Rollo, pp. 21-26.
[2] Second Division composed of Pres. Comm. Edna Bonto-Perez, ponente; with Comms. Domingo H. Zapanta and Rogelio J. Rayala concurring.
[3] Assailed Decision, pp. 46-47; rollo, pp. 99-100.
[4] Rollo, pp. 48-53; penned by Comm. Victoriano R. Calaycay, concurred in by Pres. Comm. Raul T. Aquino and Comm. Rogelio I. Rayala.
[5] Ibid., pp. 52-53.
[6] Solicitor General's Comment, pp. 2-6; rollo, pp. 359-363.
[7] This case was deemed submitted for resolution upon receipt by this Court on November 28, 1997 of petitioner's Memorandum.
[8] Petron Corporation filed before this Court its own separate petition, which was docketed as GR No. 118578. In a Resolution dated October 25, 1995, the same was dismissed by the Court. PNOC-Energy Development Corporation also filed its own separate petition, docketed as GR No. 119240, which was likewise dismissed in a Resolution dated February 29, 1995.
[9] Petition, pp. 10-11; rollo, pp. 11-12.
[10] Philippines Advertising Counselors, Inc. vs. NLRC, 263 SCRA 395, October 18, 1996; Flores vs. NLRC, 253 SCRA 494, February 9, 1996; Loadstar Shipping Co., Inc. vs. Gallo, 229 SCRA 654, February 4, 1994; Philippine Airlines, Inc. vs. Santos Jr., 218 SCRA 415, February 4, 1993.
[11] Philippines Airlines, Inc., vs. NLRC, 258 SCRA 243, July 5, 1996; Five J Taxi vs. NLRC, 235 SCRA 556, August 22, 1994.
[12] 12. "ART. 248. Unfair labor practices of employers. — It shall be unlawful for an employer to commit any of the following unfair labor practice:

x x x

(e) To discriminate in regard to wages, hours of work, and other terms and conditions of employment in order to encourage or discourage membership in any labor organization."

[13] Pepsi-Cola Labor Union vs. NLRC, 114 SCRA 930, 939, June 29, 1982, per Abad Santos, J., citing Maria Cristina Fertilizer Plant Employees Assn. vs. Tandayag, 83 SCRA 56, May 11, 1978; Ferrer vs. CIR, 17 SCRA 352, May 31, 1966; Norton & Harrison Co, 19 SCRA 310, February 10, 1967.

[14] Master Iron Labor Union vs. NLRC, 219 SCRA 47, 60, February 17, 1993.

[15] Bacus vs. Ople, 132 SCRA 690, 708, October 23, 1984, per Cuevas, J.; rollo, p. 87.

[16] This fact is admitted by petitioner in its Memorandum, p. 7.

[17] Assailed Decision, p. 30, citing TSN of April 22, 1992; rollo, p. 83.

[18] Valderrama vs. NLRC, 256 SCRA 467, April 25, 1996; El Toro Security Agency vs. NLRC, 256 SCRA 363, April 18, 1996.

[19] Valderrama vs. NLRC, ibid.

[20] Reyes vs. Commission on Elections, 254 SCRA 514, March 7, 1996; Caneda Jr. vs. Court of Appeals, 181 SCRA 762, February 5, 1990. See also Philippine National Bank vs. Court of Appeals, 246 SCRA 304, July 14, 1995; Cañete vs. NLRC, 250 SCRA 259, November 23, 1995; Labudahon vs. NLRC, 251 SCRA 129, December 11, 1995; Paz vs. Court of Appeals, 181 SCRA 26, January 11, 1990.

[21] Article 224 of the Labor Code, as amended, provides:
"ART. 224. Execution of decisions, orders or awards. — (a) The Secretary of Labor and Employment or any Regional Director, the Commission or any Labor Arbiter, or med-arbiter or voluntary arbitrator may, motu proprio or on motion of any interested party, issue a writ of execution on a judgment within five (5) years from the date it becomes final and executory, requiring a sheriff or a duly deputized officer to execute or enforce final decisions, order or awards of the Secretary of Labor and Employment or regional director, the Commission, the Labor Arbiter or med-arbiter, or voluntary arbitrators. In any case, it shall be the duty of the responsible officer to separately furnish immediately the counsels of record and the parties with copies of said decisions, orders or awards. Failure to comply with the duty prescribed herein shall subject such responsible officer to appropriate administrative sanctions.

x x x

(Emphasis supplied.)

[22] Heirs of Fabio Masangya vs. Masangya, 189 SCRA 234, August 30, 1990; National Irrigation Administration vs. Regino, 192 SCRA 42, December 4, 1990.

[23] Adamson Ozanam Educational Institution, Inc vs. Adamson University Faculty and Employees Association, 179 SCRA 279, November 9, 1989; cited in Lawin Security Services, Inc. vs. NLRC, GR No. 118536, June 9, 1997.

[24] Annex E to Petition; rollo, p. 105.

[25] Hongkong & Shanghai Bank Corp. vs. NLRC, 260 SCRA 49, July 30, 1996; Tan Jr. vs. NLRC, 183 SCRA 651, March 23, 1990; Llosa-Tan vs. NLRC, 181 SCRA 738, February 5, 1990.

[26] Tanduay Distillery Labor Union vs. NLRC, 239 SCRA 1, December 6, 1994; Holiday Inn Manila vs. NLRC, 226 SCRA 417, September 14, 1993.
