SUPREME COURT
THIRD DIVISION

SAMAHANG MANGGAGAWA SA TOP FORM MANUFACTURING — UNITED WORKERS OF THE PHILIPPINES (SMTFM-UWP), its officers and members,

***Petitioners*,**

-versus-

G.R. No. 113856
September 7, 1998

NATIONAL LABOR RELATIONS COMMISSION, HON. JOSE G. DE VERA and TOP FORM MANUFACTURING PHIL., INC.,

***Respondents*.**

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D E C I S I O N

ROMERO, *J.*:

The issue in this Petition for *Certiorari* is whether or not an employer committed an unfair labor practice by bargaining in bad faith and discriminating against its employees. The charge arose from the employer's refusal to grant across-the-board increases to its employees in implementing Wage Orders Nos. 01 and 02 of the Regional Tripartite Wages and Productivity Board of the National

Capital Region (RTWPB-NCR). Such refusal was aggravated by the fact that prior to the issuance of said wage orders, the employer allegedly promised at the collective bargaining conferences to implement any government-mandated wage increases on an across-the-board basis.

Petitioner Samahang Manggagawa sa Top Form Manufacturing — United Workers of the Philippines (SMTFM) was the certified collective bargaining representative of all regular rank and file employees of private respondent Top Form Manufacturing Philippines, Inc. At the collective bargaining negotiation held at the Milky Way Restaurant in Makati, Metro Manila on February 27, 1990, the parties agreed to discuss unresolved economic issues. According to the minutes of the meeting, Article VII of the collective bargaining agreement was discussed. The following appear in said Minutes:

> "ARTICLE VII. Wages
>
> Section 1. Defer —
>
> Section 2. Status quo.
>
> Section 3. Union proposed that any future wage increase given by the government should be implemented by the company across-the-board or non-conditional.
>
> Management requested the union to retain this provision since their sincerity was already proven when the P25.00 wage increase was granted across-the-board. The union acknowledges management's sincerity but they are worried that in case there is a new set of management, they can just show their CBA. The union decided to defer this provision."[1]

In their joint affidavit dated January 30, 1992,[2] union members Salve L. Barnes, Eulisa Mendoza, Lourdes Barbero and Concesa Ibañez affirmed that at the subsequent collective bargaining negotiations, the union insisted on the incorporation in the collective bargaining agreement (CBA) of the union proposal on "automatic across-the-board wage increase." They added that:

> "11. On the strength of the representation of the negotiating panel of the company and the above undertaking/promise made by its negotiating panel, our union agreed to drop said proposal relying on the undertakings made by the officials of the company who negotiated with us, namely, Mr. William Reynolds, Mr. Samuel Wong and Mrs. Remedios Felizardo. Also, in the past years, the company has granted to us government mandated wage increases on across-the-board basis."

On October 15, 1990, the RTWPB-NCR issued Wage Order No. 01 granting an increase of P17.00 per day in the salary of workers. This was followed by Wage Order No. 02 dated December 20, 1990 providing for a P12.00 daily increase in salary.

As expected, the union requested the implementation of said wage orders. However, they demanded that the increase be on an across-the-board basis. Private respondent refused to accede to that demand. Instead, it implemented a scheme of increases purportedly to avoid wage distortion. Thus, private respondent granted the P17.00 increase under Wage Order No. 01 to workers/employees receiving salary of P125.00 per day and below. The P12.00 increase mandated by Wage Order No. 02 was granted to those receiving the salary of P140.00 per day and below. For employees receiving salary higher than P125.00 or P140.00 per day, private respondent granted an escalated increase ranging from P6.99 to P14.30 and from P6.00 to P10.00, respectively.[3]

On October 24, 1991, the union, through its legal counsel, wrote private respondent a letter demanding that it should "fulfill its pledge of sincerity to the union by granting an across-the-board wage increases (sic) to all employees under the wage orders." The union reiterated that it had agreed to "retain the old provision of CBA" on the strength of private respondent's "promise and assurance" of an across-the-board salary increase should the government mandate salary increases.[4] Several conferences between the parties notwithstanding, private respondent adamantly maintained its position on the salary increases it had granted that were purportedly designed to avoid wage distortion.

Consequently, the union filed a complaint with the NCR NLRC alleging that private respondent's act of "reneging on its undertaking/promise clearly constitutes an act of unfair labor practice through bargaining in bad faith." It charged private respondent with acts of unfair labor practices or violation of Article 247 of the Labor Code, as amended, specifically "bargaining in bad faith," and prayed that it be awarded actual, moral and exemplary damages.[5] In its position paper, the union added that it was charging private respondent with "violation of Article 100 of the Labor Code."[6]

Private respondent, on the other hand, contended that in implementing Wage Orders Nos. 01 and 02, it had avoided "the existence of a wage distortion" that would arise from such implementation. It emphasized that only "after a reasonable length of time from the implementation" of the wage orders "that the union surprisingly raised the question that the company should have implemented said wage orders on an across-the-board basis." It asserted that there was no agreement to the effect that future wage increases mandated by the government should be implemented on an across-the-board basis. Otherwise, that agreement would have been incorporated and expressly stipulated in the CBA. It quoted the provision of the CBA that reflects the parties' intention to "fully set forth" therein all their agreements that had been arrived at after negotiations that gave the parties "unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining." The same CBA provided that during its effectivity, the parties "each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively, with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement."[7]

On March 11, 1992, Labor Arbiter Jose G. de Vera rendered a decision dismissing the complaint for lack of merit.[8] He considered two main issues in the case: (a) whether or not respondents are guilty of unfair labor practice, and (b) whether or not the respondents are liable to implement Wage Orders Nos. 01 and 02 on an across-the-board

basis. Finding no basis to rule in the affirmative on both issues, he explained as follows:

> "The charge of bargaining in bad faith that the complainant union attributes to the respondents is bereft of any certitude inasmuch as based on the complainant union's own admission, the latter vacillated on its own proposal to adopt an across-the-board stand or future wage increases. In fact, the union acknowledges the management's sincerity when the latter allegedly implemented Republic Act 6727 on an across-the-board basis. That such union proposal was not adopted in the existing CBA was due to the fact that it was the union itself which decided for its deferment. It is, therefore, misleading to claim that the management undertook/promised to implement future wage increases on an across-the-board basis when as the evidence shows it was the union who asked for the deferment of its own proposal to that effect.
>
> The alleged discrimination in the implementation of the subject wage orders does not inspire belief at all where the wage orders themselves do not allow the grant of wage increases on an across-the-board basis. That there were employees who were granted the full extent of the increase authorized and some others who received less and still others who did not receive any increase at all, would not ripen into what the complainants termed as discrimination. That the implementation of the subject wage orders resulted into an uneven implementation of wage increases is justified under the law to prevent any wage distortion. What the respondents did under the circumstances in order to deter an eventual wage distortion without any arbitral proceedings is certainly commendable.
>
> The alleged violation of Article 100 of the Labor Code, as amended, as well as Article XVII, Section 7 of the existing CBA as herein earlier quoted is likewise found by this Branch to have no basis in fact and in law. No benefits or privileges previously enjoyed by the employees were withdrawn as a result of the implementation of the subject order. Likewise, the alleged company practice of implementing wage increases declared by the government on an across-the-board basis has not been duly

established by the complainants' evidence. The complainants asserted that the company implemented Republic Act No. 6727 which granted a wage increase of P25.00 effective July 1, 1989 on an across-the-board basis. Granting that the same is true, such isolated single act that respondents adopted would definitely not ripen into a company practice. It has been said that 'a sparrow or two returning to Capistrano does not a summer make.'

Finally, on the second issue of whether or not the employees of the respondents are entitled to an across-the-board wage increase pursuant to Wage Orders Nos. 01 and 02, in the face of the above discussion as well as our finding that the respondents correctly applied the law on wage increases, this Branch rules in the negative.

Likewise, for want of factual basis and under the circumstances where our findings above are adverse to the complainants, their prayer for moral and exemplary damages and attorney's fees may not be granted."

Not satisfied, petitioner appealed to the NLRC that, in turn, promulgated the assailed Resolution of April 29, 1993[9] dismissing the appeal for lack of merit. Still dissatisfied, petitioner sought reconsideration which, however, was denied by the NLRC in the Resolution dated January 17, 1994. Hence, the instant petition for *certiorari* contending that:

-A-

THE PUBLIC RESPONDENTS GROSSLY ERRED IN NOT DECLARING THE PRIVATE RESPONDENTS GUILTY OF ACTS OF UNFAIR LABOR PRACTICES WHEN, OBVIOUSLY, THE LATTER HAS BARGAINED IN BAD FAITH WITH THE UNION AND HAS VIOLATED THE CBA WHICH IT EXECUTED WITH THE HEREIN PETITIONER UNION.

-B-

THE PUBLIC RESPONDENTS SERIOUSLY ERRED IN NOT DECLARING THE PRIVATE RESPONDENTS GUILTY OF ACTS OF DISCRIMINATION IN THE IMPLEMENTATION OF NCR WAGE ORDER NOS. 01 AND 02.

-C-

THE PUBLIC RESPONDENTS SERIOUSLY ERRED IN NOT FINDING THE PRIVATE RESPONDENTS GUILTY OF HAVING VIOLATED SECTION 4, ARTICLE XVII OF THE EXISTING CBA.

-D-

THE PUBLIC RESPONDENTS GRAVELY ERRED IN NOT DECLARING THE PRIVATE RESPONDENTS GUILTY OF HAVING VIOLATED ARTICLE 100 OF THE LABOR CODE OF THE PHILIPPINES, AS AMENDED.

-E-

ASSUMING, WITHOUT ADMITTING THAT THE PUBLIC RESPONDENTS HAVE CORRECTLY RULED THAT THE PRIVATE RESPONDENTS ARE GUILTY OF ACTS OF UNFAIR LABOR PRACTICES, THEY COMMITTED SERIOUS ERROR IN NOT FINDING THAT THERE IS A SIGNIFICANT DISTORTION IN THE WAGE STRUCTURE OF THE RESPONDENT COMPANY.

-F-

THE PUBLIC RESPONDENTS ERRED IN NOT AWARDING TO THE PETITIONERS HEREIN ACTUAL, MORAL, AND EXEMPLARY DAMAGES AND ATTORNEY'S FEES.

As the Court sees it, the pivotal issues in this petition can be reduced into two, to wit: (a) whether or not private respondent committed an unfair labor practice in its refusal to grant across-the-board wage

increases in implementing Wage Orders Nos. 01 and 02, and (b) whether or not there was a significant wage distortion of the wage structure in private respondent as a result of the manner by which said wage orders were implemented.

With respect to the first issue, petitioner union anchors its arguments on the alleged commitment of private respondent to grant an automatic across-the-board wage increase in the event that a statutory or legislated wage increase is promulgated. It cites as basis therefor, the aforequoted portion of the Minutes of the collective bargaining negotiation on February 27, 1990 regarding wages, arguing additionally that said Minutes forms part of the entire agreement between the parties.

The basic premise of this argument is definitely untenable. To start with, if there was indeed a promise or undertaking on the part of private respondent to obligate itself to grant an automatic across-the-board wage increase, petitioner union should have requested or demanded that such "promise or undertaking" be incorporated in the CBA. After all, petitioner union has the means under the law to compel private respondent to incorporate this specific economic proposal in the CBA. It could have invoked Article 252 of the Labor Code defining "duty to bargain," thus, the duty includes "executing a contract incorporating such agreements if requested by either party." Petitioner union's assertion that it had insisted on the incorporation of the same proposal may have a factual basis considering the allegations in the aforementioned joint affidavit of its members. However, Article 252 also states that the duty to bargain "does not compel any party to agree to a proposal or make any concession." Thus, petitioner union may not validly claim that the proposal embodied in the Minutes of the negotiation forms part of the CBA that it finally entered into with private respondent.

The CBA is the law between the contracting parties[10] — the collective bargaining representative and the employer-company. Compliance with a CBA is mandated by the expressed policy to give protection to labor.[11] In the same vein, CBA provisions should be "construed liberally rather than narrowly and technically, and the courts must place a practical and realistic construction upon it, giving due consideration to the context in which it is negotiated and purpose

which it is intended to serve."[12] This is founded on the dictum that a CBA is not an ordinary contract but one impressed with public interest.[13] It goes without saying, however, that only provisions embodied in the CBA should be so interpreted and complied with. Where a proposal raised by a contracting party does not find print in the CBA,[14] it is not a part thereof and the proponent has no claim whatsoever to its implementation.

Hence, petitioner union's contention that the Minutes of the collective bargaining negotiation meeting forms part of the entire agreement is pointless. The Minutes reflects the proceedings and discussions undertaken in the process of bargaining for worker benefits in the same way that the minutes of court proceedings show what transpired therein.[15] At the negotiations, it is but natural for both management and labor to adopt positions or make demands and offer proposals and counter-proposals. However, nothing is considered final until the parties have reached an agreement. In fact, one of management's usual negotiation strategies is to "agree tentatively as you go along with the understanding that nothing is binding until the entire agreement is reached."[16] If indeed private respondent promised to continue with the practice of granting across-the-board salary increases ordered by the government, such promise could only be demandable in law if incorporated in the CBA.

Moreover, by making such promise, private respondent may not be considered in bad faith or at the very least, resorting to the scheme of feigning to undertake the negotiation proceedings through empty promises. As earlier stated, petitioner union had, under the law, the right and the opportunity to insist on the foreseeable fulfillment of the private respondent's promise by demanding its incorporation in the CBA. Because the proposal was never embodied in the CBA, the promise has remained just that, a promise, the implementation of which cannot be validly demanded under the law.

Petitioner's reliance on this Court's pronouncements[17] in Kiok Loy vs. NLRC[18] is, therefore, misplaced. In that case, the employer refused to bargain with the collective bargaining representative, ignoring all notices for negotiations and requests for counter proposals that the union had to resort to conciliation proceedings. In that case, the Court opined that "(a) Company's refusal to make

counter-proposal, if considered in relation to the entire bargaining process, may indicate bad faith and this is specially true where the Union's request for a counter-proposal is left unanswered." Considering the facts of that case, the Court concluded that the company was "unwilling to negotiate and reach an agreement with the Union."[19]

In the case at bench, however, petitioner union does not deny that discussion on its proposal that all government-mandated salary increases should be on an across-the-board basis was "deferred," purportedly because it relied upon the "undertaking" of the negotiating panel of private respondent.[20] Neither does petitioner union deny the fact that "there is no provision of the 1990 CBA containing a stipulation that the company will grant across-the-board to its employees the mandated wage increase." They simply assert that private respondent committed "acts of unfair labor practices by virtue of its contractual commitment made during the collective bargaining process."[21] The mere fact, however, that the proposal in question was not included in the CBA indicates that no contractual commitment thereon was ever made by private respondent as no agreement had been arrived at by the parties. Thus:

> "Obviously the purpose of collective bargaining is the reaching of an agreement resulting in a contract binding on the parties; but the failure to reach an agreement after negotiations continued for a reasonable period does not establish a lack of good faith. The statutes invite and contemplate a collective bargaining contract, but they do not compel one. The duty to bargain does not include the obligation to reach an agreement."[22]

With the execution of the CBA, bad faith bargaining can no longer be imputed upon any of the parties thereto. All provisions in the CBA are supposed to have been jointly and voluntarily incorporated therein by the parties. This is not a case where private respondent exhibited an indifferent attitude towards collective bargaining because the negotiations were not the unilateral activity of petitioner union. The CBA is proof enough that private respondent exerted "reasonable effort at good faith bargaining."[23]

Indeed, the adamant insistence on a bargaining position to the point where the negotiations reach an impasse does not establish bad faith. Neither can bad faith be inferred from a party's insistence on the inclusion of a particular substantive provision unless it concerns trivial matters or is obviously intolerable.[24]

> "The question as to what are mandatory and what are merely permissive subjects of collective bargaining is of significance on the right of a party to insist on his position to the point of stalemate. A party may refuse to enter into a collective bargaining contract unless it includes a desired provision as to a matter which is a mandatory subject of collective bargaining; but a refusal to contract unless the agreement covers a matter which is not a mandatory subject is in substance a refusal to bargain about matters which are mandatory subjects of collective bargaining; and it is no answer to the charge of refusal to bargain in good faith that the insistence on the disputed clause was not the sole cause of the failure to agree or that agreement was not reached with respect to other disputed clauses."[25]

On account of the importance of the economic issue proposed by petitioner union, it could have refused to bargain and to enter into a CBA with private respondent. On the other hand, private respondent's firm stand against the proposal did not mean that it was bargaining in bad faith. It had the right "to insist on (its) position to the point of stalemate." On the part of petitioner union, the importance of its proposal dawned on it only after the wage orders were issued after the CBA had been entered into. Indeed, from the facts of this case, the charge of bad faith bargaining on the part of private respondent was nothing but a belated reaction to the implementation of the wage orders that private respondent made in accordance with law. In other words, petitioner union harbored the notion that its members and the other employees could have had a better deal in terms of wage increases had it relentlessly pursued the incorporation in the CBA of its proposal. The inevitable conclusion is that private respondent did not commit the unfair labor practices of bargaining in bad faith and discriminating against its employees for implementing the wage orders pursuant to law.

The Court likewise finds unmeritorious petitioner union's contention that by its failure to grant across-the-board wage increases, private respondent violated the provisions of Section 5, Article VII of the existing CBA[26] as well as Article 100 of the Labor Code. The CBA provision states:

> "Section 5. The COMPANY agrees to comply with all the applicable provisions of the Labor Code of the Philippines, as amended, and all other laws, decrees, orders, instructions, jurisprudence, rules and regulations affecting labor."

Article 100 of the Labor Code on prohibition against elimination or diminution of benefits provides that "nothing in this Book shall be construed to eliminate or in any way diminish supplements, or other employee benefits being enjoyed at the time of promulgation of this Code."

We agree with the Labor Arbiter and the NLRC that no benefits or privileges previously enjoyed by petitioner union and the other employees were withdrawn as a result of the manner by which private respondent implemented the wage orders. Granted that private respondent had granted an across-the-board increase pursuant to Republic Act No. 6727, that single instance may not be considered an established company practice. Petitioner union's argument in this regard is actually tied up with its claim that the implementation of Wage Orders Nos. 01 and 02 by private respondent resulted in wage distortion.

The issue of whether or not a wage distortion exists is a question of fact[27] that is within the jurisdiction of the quasi-judicial tribunals below. Factual findings of administrative agencies are accorded respect and even finality in this Court if they are supported by substantial evidence.[28] Thus, in Metropolitan Bank and Trust Company, Inc. vs. NLRC, the Court said:

> "The issue of whether or not a wage distortion exists as a consequence of the grant of a wage increase to certain employees, we agree, is, by and large, a question of fact the determination of which is the statutory function of the NLRC. Judicial review of labor cases, we may add, does not go beyond

> the evaluation of the sufficiency of the evidence upon which the labor officials' findings rest. As such, the factual findings of the NLRC are generally accorded not only respect but also finality provided that its decisions are supported by substantial evidence and devoid of any taint of unfairness or arbitrariness. When, however, the members of the same labor tribunal are not in accord on those aspects of a case, as in this case, this Court is well cautioned not to be as so conscious in passing upon the sufficiency of the evidence, let alone the conclusions derived therefrom."[29]

Unlike in above-cited case where the Decision of the NLRC was not unanimous, the NLRC Decision in this case which was penned by the dissenter in that case, Presiding Commissioner Edna Bonto-Perez, unanimously ruled that no wage distortions marred private respondent's implementation of the wage orders. The NLRC said:

> "On the issue of wage distortion, we are satisfied that there was a meaningful implementation of Wage Orders Nos. 01 and 02. This debunks the claim that there was wage distortion as could be shown by the itemized wages implementation quoted above. It should be noted that this itemization has not been successfully traversed by the appellants."[30]

The NLRC then quoted the labor arbiter's ruling on wage distortion.

We find no reason to depart from the conclusions of both the labor arbiter and the NLRC. It is apropos to note, moreover, that petitioner's contention on the issue of wage distortion and the resulting allegation of discrimination against the private respondent's employees are anchored on its dubious position that private respondent' s promise to grant an across-the-board increase in government-mandated salary benefits reflected in the Minutes of the negotiation is an enforceable part of the CBA.

In the resolution of labor cases, this Court has always been guided by the State policy enshrined in the Constitution that the rights of workers and the promotion of their welfare shall be protected.[31] The Court is likewise guided by the goal of attaining industrial peace by the proper application of the law. It cannot favor one party, be it labor

or management, in arriving at a just solution to a controversy if the party has no valid support to its claims. It is not within this Court's power to rule beyond the ambit of the law.

WHEREFORE, the instant Petition for *Certiorari* is hereby **DISMISSED** and the questioned Resolutions of the NLRC **AFFIRMED**. No costs.

SO ORDERED.

Narvasa, *C.J.*, Kapunan and Purisima, *JJ.*, concur.

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[1] Annex D to Petition; Rollo, pp. 71-74.
[2] Annex K to Petition; Rollo, pp. 139-143.
[3] NLRC Resolution of April 29, 1993, p. 2; Rollo, p. 61.
[4] Annex E to Petition; Rollo, pp. 80 81.
[5] Annex F to Petition; Rollo, pp. 75-78.
[6] Rollo, p. 93.
[7] Ibid., p. 95.
[8] Ibid., p. 53.
[9] Penned by Presiding Commissioner Edna Bonto-Perez and concurred in by Commissioners Domingo H. Zapanta and Rogelio I. Rayala.
[10] Marcopper Mining Corporation vs. NLRC, 325 Phil. 618, 632 (1996).
[11] Meycauayan College vs. Drilon, G.R. No. 81144, May 7, 1990, 185 SCRA 50, 56 citing Art. 3 of the Labor Code.
[12] Marcopper Mining Corporation vs. NLRC, supra, at p. 634.
[13] Art. 1700 of the Civil Code provides: "The relations between capital and labor are not merely contractual. They are so impressed with public interest that labor contracts must yield to the common good. Therefore, such contracts are subject to the special laws on labor unions, collective bargaining, strikes and lockouts, closed shop, wages, working conditions, hours of labor and similar subjects."
[14] Art. 252 of the Labor Code provides that the duty to bargain collectively "means the performance of a mutual obligation to meet and convene promptly and expeditiously in good faith for the purpose of negotiating an agreement with respect to wages, hours of work an all other terms and conditions of employment including proposals for adjusting any grievances or questions arising under such agreement and executing a contract incorporating such agreements if requested by either party but such duty does not compel any party to agree to a proposal or to make any concession. Notably, however, the first paragraph of Sec. 13 of Rep. Act No. 875, the Industrial Peace Act, provides the execution of a written contract

incorporating the collective bargaining agreement as part of the parties' duty to bargain collectively.

[15] While the "minutes" kept by the judge are not the memorial of the judgment, and are not records required by law to be kept, they constitute legal evidence of what was adjudged, and as such may serve as the foundation for the correction of errors of the clerk in the performance of his duty. The minutes are only evidence of what was done (27 WORDS AND PHRASES 425 citing State ex rel. Sheridan Pub. Co. vs. Goodrich, 140 S.W. 629, 630, 159 Mo. App. 422, citing Kreisel vs. Snavely, 115 S.W. 1060, 135 Mo. App. 158).

[16] William G. Caphs and Robert A. Graney, "The Technique of Labor-Management Negotiations," University of Illinois Law Forum, Summer 1955, p. 293 cited in C.A. AZUCENA, THE LABOR CODE WITH COMMENTS AND CASES. Vol. II, 1993 ed., p. 228.

[17] Petitioners' Memorandum, pp. 18-20.

[18] G.R. No. 54334, January 22, 1986, 141 SCRA 179.

[19] Ibid., at pp. 185 & 186.

[20] Petitioners' Memorandum, pp. 14-15.

[21] Ibid., p. 17.

[22] 51 C.J.S. 910.

[23] Divine Word University of Tacloban vs. Secretary of Labor and Employment. G.R. No. 91915, September 11, 1992, 213 SCRA 759, 773.

[24] Ibid., at p. 910.

[25] Ibid., at p. 912-913.

[26] Petitioner's Memorandum, p. 35.

[27] Manila Mandarin Employees Union vs. NLRC, G.R. No. 108556, November 19, 1996, 264 SCRA 320, 336 citing Associate Labor Unions-TUCP vs. NLRC, G.R. No. 109328, August 16, 1994, 235 SCRA 395, Metropolitan Bank and Trust Co. Employees Union-ALU-TUCP vs. NLRC, G.R. No. 102636, September 10, 1993, 226 SCRA 268; Cardona vs. NLRC, G.R. No. 89007, March 11, 1991, 195 SCRA 92.

[28] Philippine Savings Bank vs. NLRC. 330 Phil. 106 (1996).

[29] Supra, at p. 275.

[30] Rollo, p. 66.

[31] Sec. 18. Art. II, 1987 Constitution.