

**Title:** Television and Production Exponents, Inc. and/or Antonio P. Tuviera vs. Roberto C. Servaña

**Facts:**

1. **Engagement and Initial Employment:**

- Roberto C. Servaña (respondent) served as a security guard for Television and Production Exponents, Inc. (TAPE) from March 1987 until March 3, 2000.
- Initially connected with Agro-Commercial Security Agency.
- Was later absorbed by TAPE as a regular company guard stationed at Broadway Centrum.

2. **Dismissal:**

- On March 2, 2000, respondent received a memorandum of impending dismissal due to TAPE's decision to contract a professional security agency.

3. **Filing of Complaint:**

- Respondent filed a complaint for illegal dismissal and nonpayment of benefits, claiming other monetary considerations withheld and nonpayment of separation pay.

4. **TAPE's Counter:**

- In a motion to dismiss (treated as a position paper), TAPE argued lack of employer-employee relationship.
- TAPE contended respondent was a talent hired to provide security and crowd control for "Eat Bulaga!" and was free to seek other employment.

5. **Labor Arbiter Decision:**

- On June 29, 2001, Labor Arbiter Daisy G. Cauton-Barcelona ruled respondent as a regular employee and ordered the payment of P78,000.00 as separation pay.

6. **NLRC Decision:**

- NLRC, on April 22, 2002, reversed the decision, considering respondent a program employee, not a regular employee.

7. **Court of Appeals:**

- Respondent appealed via certiorari; Court of Appeals reinstated Labor Arbiter's decision with modification, awarding P10,000.00 for non-compliance with statutory due process.

8. **Supreme Court Petition:**

- TAPE's petition for review under Rule 45 primarily questioned the existence of an

employer-employee relationship.

**\*\*Issues:\*\***

1. **\*\*Existence of Employer-Employee Relationship\*\***:

- Whether the respondent was a regular employee or an independent contractor/talent.

2. **\*\*Compliance with Statutory Due Process\*\***:

- Whether TAPE complied with procedural due process requirements for authorized dismissal due to redundancy.

3. **\*\*Liability of TAPE's President Antonio P. Tuviera\*\***:

- Whether Tuviera could be held solidarily liable with TAPE for the respondent's claims.

**\*\*Court's Decision:\*\***

1. **\*\*Employer-Employee Relationship\*\***:

- Supreme Court upheld that Servaña was a regular employee of TAPE. Applying the "four-fold test" (selection/hiring, payment of wages, power of dismissal, control), the court emphasized:

- **\*\*Hiring\*\***: TAPE absorbed respondent when the security agency's contract expired in 1995.

- **\*\*Payment\*\***: Respondent received a fixed amount monthly classified as wages under the Labor Code.

- **\*\*Dismissal\*\***: Memorandum on discontinuance of service demonstrated TAPE's power to dismiss.

- **\*\*Control\*\***: Bundy cards evidenced control over respondent's work hours.

2. **\*\*Statutory Due Process Compliance\*\***:

- While the termination due to redundancy was valid, the failure to provide 30-day notice to the Department of Labor and Employment amounted to non-compliance with procedural due process.

3. **\*\*Liability of Antonio P. Tuviera\*\***:

- Absent proof of malice or bad faith, Tuviera was absolved from solidary liability with TAPE. TAPE alone was held liable to pay the P10,000.00 nominal damages for due process violations.

**\*\*Doctrine:\*\***

1. **Employer-Employee Relationship**:

- Determined by the “four-fold test” involving hiring, wages, power of dismissal, and control of work means and methods.

2. **Procedural Due Process for Redundancy**:

- Employers must provide 30-day notice to both the employee and the Department of Labor and Employment prior to termination for authorized causes (Art. 283, Labor Code). Non-compliance entitles the employee to nominal damages.

**Class Notes:**

- **Key Elements**:

- **Four-Fold Test**: (a) Selection/engagement, (b) Payment of wages, (c) Power of dismissal, and (d) Control of work means/methods.

- **Procedural Due Process in Redundancy**: 30-day notice to employee and labor department.

- **Legal Basis**: Article 280 and 283 of the Labor Code of the Philippines.

- **Nominal Damages**: In cases of procedural due process violations.

**Historical Background**:

- Reflective of evolving employment norms and protection measures for workers, especially in industries involving “talents” and special arrangements.

- Demonstrates shifts from informal to professionalized occupational categories and growing emphasis on procedural rights adherence in termination.