

**JOEMAR B. YANTO AND ROWENA C. LUBRICO, PETITIONERS, VS.
NATIONAL LABOR RELATIONS COMMISSION (SIXTH DIVISION),
LEADER GARMENTS CORPORATION/AMALIA C. POBLETE,
RESPONDENTS.**

Ponente: DIMAAMPAO, J.

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DIMAAMPAO, J.:

Impugned in this Petition for Certiorari[1] are the Decision[2] dated 19 April 2013 and Resolution[3] dated 18 June 2013 of the National Labor Relations Commission (NLRC), in NLRC LAC No. 02-000618-13.

The salient facts are not in dispute.

Petitioners Joemar Yanto and Rowena Lubrico were hired on 10 November 2011 and 5 November 2011, respectively, as Line Pressers by private respondent Leader Garments Corporation, a company engaged in manufacturing garments and managed by co-private respondent Amalia Poblete. Petitioners lodged a Complaint[4] for illegal dismissal and non-payment of 13th month pay with prayer for regularization, full backwages, moral and exemplary damages, nominal damages and attorney's fees. In their Complaint, petitioners averred that they were employed for five months but were illegally dismissed on 21 February 2012. They maintained that they were engaged in activities necessary and desirable in the business of private respondents so that they could be considered regular employees.

Au contraire, private respondents avowed that petitioners were not illegally dismissed as their employment contracts expired on 21 February 2012. Their tenure was only for a specific duration as explicitly provided in their contracts.

Ploughing through the discordant assertions of the parties, the Labor Arbiter dismissed petitioners' Complaint and held that petitioners were not illegally dismissed from employment. However, private respondents were ordered to pay them their proportionate 13th month pay. The Labor Arbiter ratiocinated and disposed—

"Anent the issue of regular employment, a reading of the Employment Contracts of Complainants (Annexes '1' and '2' of Respondents Reply) would show that they were hired on fixed-term basis.

x x x xx x

Being fixed-term employees, complainants are entitled to security of tenure until the duration of their contracts on February 21, 2012 only.

Complainants are entitled to 13[th] month pay having worked for at least three (3) months for lack of proof of payment. Thus,

315 x 26/12 x 3 mos. = P2,047.50 each

WHEREFORE, premises considered, judgment is rendered DISMISSING the complaint for illegal dismissal for lack of merit. Respondent company(,) however(,) is ordered to pay complainants P2,047.50 each as 13[th]

month pay.

SO ORDERED."[5]

Ensuingly, petitioners sought refuge before the NLRC via a Partial Appeal. In the assailed Decision, the NLRC affirmed the Labor Arbiter's judgment of dismissal.[6] Petitioners' Motion for Reconsideration thereof failed to attain favorable relief as the NLRC denied the same in the repugned Resolution.[7]

Nonplussed, petitioners now come to Us ascribing grave abuse of discretion on the part of NLRC in ruling that:

IPETITIONERS ARE FIXED PERIOD EMPLOYEES.

IIPETITIONERS WERE NOT ILLEGALLY DISMISSED AND ARE NOT ENTITLED TO THE RELIEFS PRAYED FOR.

The Petition fails to impress.

Petitioners' plea for the reversal of the NLRC Decision is anchored on the principal thesis that they were regular employees having been hired for five months and as such, could not be dismissed without just cause.

Petitioners' stance holds no water.

It is beyond cavil that petitioners were employed by private respondents. However, as to the status of petitioners' employment, the records evince that their relationship is governed by the employment contracts which petitioners voluntarily signed before being assigned to their respective duties. These employment contracts explicitly stipulate that petitioners' employment was for a fixed period, that is, to end on 21 February 2012.[8] The said contracts were duly signed and attested to by petitioners themselves. The covenants cannot be any clearer:

"11/10/2011

Dear Mr./Miss/Ms. Yanto, Joemar

Ito pay pagpapatunay ng iyong pagtrabaho sa Leader Garments Corp. bilang isang Line Presser simula ika-11/10/2011 ngunit naaayon sa mga sumusunod na patakaran at tradisyon.

(This will confirm your employment with Leader Garments Corp. as Line Presser effective _____ under the following conditions.)

x x x x x

2. Ikaw ay sumasailalim sa "Status"na contractual sa loob ng _____ na buwan. Ikaw ay kinakailangang mag-"report" araw-araw simula 7:00 ng umaga hanggang 4:00 ng hapon, mula Lunes hanggang Sabado.

(2. You will be under contractual status for _____ months from _____ to 2/21/12 during which time your regular appointment will be based depending upon the evaluation of your performance. You will be reporting from 7:00 AM to 4:00 PM Monday to Saturday.)

x x x x x

Sumasangayon/Conforme:

Signed: Jomar Yanto"

"11/5/2011

Dear Mr./Miss/Ms. Lubrico, Rowena

Ito pay pagpapatunay ng iyong pagtrabaho sa Leader Garments Corp. bilang isang Line Presser simula ika-11/5/2011 ngunit naaayon sa mga sumusunod na patakaran at tradisyon.

(This will confirm your employment with Leader Garments Corp. as Line Presser effective _____ under the following conditions.)

x x x x x

2. Ikaw ay sumasailalim sa "Status" na contractual sa loob ng _____ na buwan. Ikaw ay kinakailangang mag-"report" araw-araw simula 7:00 ng umaga hanggang 4:00 ng hapon, mula Lunes hanggang Sabado.

(2. You will be under contractual status for _____ months from _____ to 2/21/12 during which time your regular appointment will be based depending upon the evaluation of your performance. You will be reporting from 7:00 AM to 4:00 PM Monday to Saturday.)

x x x x x

Sumasangayon/Conforme:

Signed: Rowena Lubrico"

The term of employment finds underpinning in a document which explicitly provides that petitioners' job ended on 21 February 2012:

"LEADER GARMENTS CORPORATION

NAME

POSITION/LINE

STYLE NUMBER

PARTS TO BE PRESS

DATE

REMARKS

JOEMAR YANTO SEWING PRESSER - C4

x x x

x x x

x x x

TRANSFER TO B10 1/26/2012

SEWING PRESSER - B10

x x x

x x x

x x x

B10 NO WORK ON STARTING 2/22/12

ROWENA LUBRICO SEWING PRESSER - B8

x x x

x x x

x x x

TRANSFER TO B10 1/26/2012

SEWING PRESSER - B10

x x x

x x x

x x x

B10 NO WORK ON STARTING 2/22/12"

The aforequoted documents are not at all ambiguous. As a contract and the governing law between the parties, the general rules of statutory construction apply in the interpretation of its provisions. When the terms are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations, as they appear on the face of the contract, shall prevail. Only when the words used are ambiguous and doubtful or leading to several interpretations of the parties' agreement that a resort to interpretation and construction is called for.[9] Along this grain, We resonate the NLRC's explication—

"First, the language used in the appointment letters addressed correspondingly to the Complainants is written in tagalog with English Translation. The contents are written in clear and simple layman's language. It is thus unbelievable that the Complainant did not read or understand the contents thereof before signing. Their signatures in the letters of appointment signify their conformity to the conditions of their appointment and have knowingly and voluntarily agreed to the terms of their employment. This includes the acceptance that they are merely contractual and their employment will end on 21 February 2012"

x x x x x

Equally, Respondent-Corporation's employment of the Complainant for three months is based on recommendation of its Production Department that the work will only last for three months. It is judiciously noted that the work load of the Respondent-LGC, being a garment factory will depend on the volumes of order from foreign countries. These are verisimilitude to negate circumvention by Respondent-Corporation to the law on security of tenure."

We perceive no cogent reason to deviate from the foregoing factual findings. Case law teaches Us that factual findings of labor officials, who are deemed to have acquired expertise in matters within their jurisdiction, are generally accorded not only with respect but even finality by the courts when supported by substantial evidence, i.e., such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[10]

Having accepted the terms of their employment contracts, petitioners were bound by its unequivocal stipulation that their employment was not permanent, and that it would expire at the end of a fixed period, i.e., 21 February 2012. The fixed-term character of employment essentially refers to the period agreed upon between the employer and the employee; employment exists only for the duration of the term and ends on its own when the term expires.[11] The indispensability or desirability of the activity performed by the employee will not preclude the parties from entering into an otherwise valid fixed term employment agreement; a definite period of employment does not essentially contradict the nature of the employees duties as necessary and desirable to the usual business or trade of the employer.[12]

Petitioners' disputation that they were forced and pressured into affixing their signatures upon the contract is devoid of legal mooring. Not a morsel of proof was adduced that private respondents prevailed upon petitioners, exercising moral dominance over the latter, to accept the conditions set forth in the employment contracts/appointment letters. It is elemental that mere allegation in the position paper is not tantamount to

evidence.[13]

It takes no legal sophistry to conclude that petitioners were not regular employees— their contracts of employment were only for a fixed duration. Perforce, petitioners were not illegally dismissed as the contracts simply expired at the end of the period voluntarily agreed upon, or, on 21 February 2012.

Apropos are the doctrinal pronouncements enunciated in *Labayog v. M.Y. San Biscuits, Inc.*[14]—

"Article 280 does not proscribe or prohibit an employment contract with a fixed period, provided it is not intended to circumvent the security of tenure.

Two criteria validate a contract of employment with a fixed period: (1) the fixed period of employment was knowingly and voluntarily agreed upon by the parties without any force, duress or improper pressure being brought to bear on the employee and without any circumstances vitiating consent or, (2) it satisfactorily appears that the employer and employee dealt with each other on more or less equal terms with no moral dominance whatever being exercised by the former on the latter. Against these criteria, petitioners' contracts of employment with a fixed period were valid.

x x x x x x

Simply put, petitioners were not regular employees. While their employment as mixers, packers and machine operators was necessary and desirable in the usual business of respondent company, they were employed temporarily only, during periods when there was heightened demand for production. Consequently, there could have been no illegal dismissal when their services were terminated on expiration of their contracts. There was even no need for notice of termination because they knew exactly when their contracts would end. Contracts of employment for a fixed period terminate on their own at the end of such period." [15] (Emphasis supplied)

Given the foregoing discourse, petitioners' protestation that the NLRC committed grave abuse of discretion rests on nebulous ground.

WHEREFORE, the Petition is hereby DISMISSED.

SO ORDERED.

Ybañez, and Manahan, JJ., concur.

[1] Rollo, pp. 21-41

[2] *Id.*, pp. 105-111.

[3] *Id.*, pp. 116-118.

[4] *Id.*, pp. 73-74.

[5] Rollo, pp. 90-92.

[6] Rollo, pp. 105-111.

[7] *Id.*, pp. 116-118.

[8] See Labor Arbiter's Decision and NLRC Decision, Rollo, pp. 90 & 109.

[9] *National Union of Workers in Hotel Restaurant and Allied Industries (NUWHRAIN-APL-IUF), Philippine Plaza Center v. Philippine Plaza Holdings, Inc.*, G.R. No. 177524, 23 July 2014.

[10] See *Gan v. Galderama Philippines, Inc.*, 688 SCRA 666, 692 (17 January 2013); *Ariel David, doing business*

under the name and style "YIELS HOG DEALER" v. John G. Macasio, G.R. No. 195466, 2 July 2014.

[11] Universidad de Sta. Isabel v. Marvin-Julian L. Sambajon, Jr. G.R. Nos. 196280 & 196286, 2 April 2014.

[12] Universal Robina Sugar Milling Corporation and Rene Cabati v. Ferdinand Acibo, et al., G.R. No. 186439, 15 January 2014.

[13] See Bernard Tenazas, et al. v. R. Villegas Taxi Transport and Romualdo Villegas, G.R. No. 192998, 2 April 2014.

[14] 494 SCRA 486, 491-492 (2006).

[15] Labayog v. M.Y. San Biscuits, Inc., 494 SCRA 486, 491-492 (11 July 2006).

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