

**BRENT SCHOOL, INC., AND REV. GABRIEL DIMACHE, PETITIONERS,
VS. RONALDO ZAMORA, THE PRESIDENTIAL ASSISTANT FOR
LEGAL AFFAIRS, OFFICE OF THE PRESIDENT, AND DOROTEO R.
ALEGRE, RES...**

G.R. No. L-48494. February 05, 1990

Ponente: NARVASA, J.

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NARVASA, J.:

The question presented by the proceedings at bar^[1] is whether or not the provisions of the Labor Code,^[2] as amended,^[3] have anathematized "fixed period employment" or employment for a term.

The root of the controversy at bar is an employment contract in virtue of which Doroteo R. Alegre was engaged as athletic director by Brent School, Inc. at a yearly compensation of P20,000.00.^[4] The contract fixed a specific term for its existence, five (5) years, i.e., from July 18, 1971, the date of execution of the agreement, to July 17, 1976. Subsequent subsidiary agreements dated March 15, 1973, August 28, 1973, and September 14, 1974 reiterated the same terms and conditions, including the expiry date, as those contained in the original contract of July 18, 1971.^[5]

Some three months before the expiration of the stipulated period, or more precisely on April 20, 1976, Alegre was given a copy of the report filed by Brent School with the Department of Labor advising of the termination of his services effective on July 16, 1976. The stated ground for the termination was "completion of contract, expiration of the definite period of employment." And a month or so later, on May 26, 1976, Alegre accepted the amount of P3,177.71, and signed a receipt therefor containing the phrase, "in full payment of services for the period May 16, to July 17, 1976 as full payment of contract."

However, at the investigation conducted by a Labor Conciliator of said report of termination of his services, Alegre protested the announced termination of his employment. He argued that although his contract did stipulate that the same would terminate on July 17, 1976, since his services were necessary and desirable in the usual business of his employer, and his employment had lasted for five years, he had acquired the status of a regular employee and could not be removed except for valid cause.^[6] The Regional Director considered Brent School's report as an application for clearance to terminate employment (not a report of termination), and accepting the recommendation of the Labor Conciliator, refused to give such clearance and instead required the reinstatement of Alegre, as a "permanent employee," to his former position without loss of seniority rights and with full back wages. The Director pronounced "the ground relied upon by the respondent (Brent) in terminating the services of the complainant (Alegre) ** (as) not sanctioned by P.D. 442," and, quite oddly, as prohibited by Circular No. 8, series of 1969, of the Bureau of Private Schools.^[7]

Brent School filed a motion for reconsideration. The Regional Director denied the motion and forwarded the case to the Secretary of Labor for review.^[8] The latter sustained the Regional Director.^[9] Brent appealed to the Office of the President. Again it was rebuffed. That Office dismissed its appeal for lack of merit and affirmed the Labor

Secretary's decision, ruling that Alegre was a permanent employee who could not be dismissed except for just cause; and expiration of the employment contract was not one of the just causes provided in the Labor Code for termination of services.[10]

The School is now before this Court in a last attempt at vindication. That it will get here.

The employment contract between Brent School and Alegre was executed on July 18, 1971, at a time when the Labor Code of the Philippines (P.D. 442) had not yet been promulgated. Indeed, the Code did not come into effect until November 1, 1974, some three years after the perfection of the employment contract, and rights and obligations thereunder had arisen and been mutually observed and enforced.

At that time, i.e., before the advent of the Labor Code, there was no doubt whatever about the validity of term employment. It was impliedly but nonetheless clearly recognized by the Termination Pay Law, R.A. 1052,[11] as amended by R.A. 1787.[12] Basically, this statute provided that—

In cases of employment, without a definite period, in a commercial, industrial, or agricultural establishment or enterprise, the employer or the employee may terminate at any time the employment with just cause; or without just cause in the case of an employee by serving written notice on the employer at least one month in advance, on in the case of an employer, by serving such notice to the employee at least one month in advance or one-half month for every year of service of the employee, whichever is longer, a fraction of at least six months being considered as one whole year.

The employer, upon whom no such notice was served in case of termination of employment without just cause, may hold the employee liable for damages.

The employee, upon whom no such notice was served in case of termination of employment without just cause, shall be entitled to compensation from the date of termination of his employment in an amount equivalent to his salaries or wages corresponding to the required period of notice.

There was, to repeat, clear albeit implied recognition of the licitness of term employment, RA 1787 also enumerated what it considered to be just causes for terminating an employment without a definite period, either by the employer or by the employee without incurring any liability therefor.

Prior thereto, it was the Code of Commerce which governed employment without a fixed period, and also implicitly acknowledged the propriety of employment with a fixed period. Its Article 302 provided that —

In cases in which the contract of employment does not have a fixed period, any of the parties may terminate it, notifying the other thereof one month in advance.

The factor or shop clerk shall have a right, in this case, to the salary corresponding to said month.

The salary for the month directed to be given by the said Article 302 of the Code of Commerce to the factor or shop clerk, was known as the *mesada* (from *mes*, Spanish for "month"). When Article 302 (together with many other provision of the Code of Commerce) was repealed by the Civil Code of the Philippines, Republic Act No. 1052 was enacted avowedly for the precise purpose of reinstating the *mesada*.

Now, the Civil Code of the Philippines, which was approved on June 18, 1949 and became effective on August 30, 1950, itself deals with obligations with a period in section 2, Chapter 3, Title I, Book IV; and with contracts of labor and for a piece of work, in Sections 2 and 3, Chapter 3, Title VIII, respectively, of Book IV. No prohibition against term or fixed-period employment is contained in any of its articles or is otherwise deducible therefrom.

It is plain then that when the employment contract was signed between Brent School and Alegre on July 18, 1971, it was perfectly legitimate for them to include in it a stipulation fixing the duration thereof. Stipulations for a term

were explicitly recognized as valid by this Court, for instance, in *Biboso v. Victorias Milling Co., Inc.*, promulgated on March 31, 1977,[13] and *J. Walter Thompson Co. (Phil.) v. NLRC*, promulgated on December 29, 1983.[14] The Thompson case involved an executive who had been engaged for a fixed period of three (3) years. *Biboso* involved teachers in a private school as regards whom, the following pronouncement was made:

"What is decisive is that petitioners (teachers) were well aware all the time that their tenure was for a limited duration. Upon its termination, both parties to the employment relationship were free to renew it or to let it lapse." (p. 254)

Under American law[15] the principle is the same. "Where a contract specifies the period of its duration, it terminates on the expiration of such period." [16] "A contract of employment for a definite period terminates by its own terms at the end of such period." [17]

The status of legitimacy continued to be enjoyed by fixed-period employment contracts under the Labor Code (Presidential Decree No. 442), which went into effect on November 1, 1974. The Code contained explicit references to fixed period employment, or employment with a fixed or definite period. Nevertheless, obscuration of the principle of licitness of term employment began to take place at about this time.

Article 320, entitled "Probationary and fixed period employment," originally stated that the "termination of employment of probationary employees and those employed WITH A FIXED PERIOD shall be subject to such regulations as the Secretary of Labor may prescribe." The asserted objective was "to prevent the circumvention of the right of the employee to be secured in their employment as provided ** (in the Code)."

Article 321 prescribed the just causes for which an employer could terminate "an employment without a definite period."

And Article 319 undertook to define "employment without a fixed period" in the following manner:[18]

An employment shall be deemed to be without a definite period for purposes of this Chapter where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer, except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or service to be performed is seasonal in nature and the employment is for the duration of the season.

The question immediately provoked by a reading of Article 319 is whether or not a voluntary agreement on a fixed term or period would be valid where the employee "has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer." The definition seems a non sequitur. From the premise — that the duties of an employee entail "activities which are usually necessary or desirable in the usual business or trade of the employer" — the conclusion does not necessarily follow that the employer and employee should be forbidden to stipulate any period of time for the performance of those activities. There is nothing essentially contradictory between a definite period of an employment contract and the nature of the employee's duties set down in that contract as being "usually necessary or desirable in the usual business or trade of the employer." The concept of the employee's duties as being "usually necessary or desirable in the usual business or trade of the employer" is not synonymous with or identical to employment with a fixed term. Logically, the decisive determinant in term employment should not be the activities that the employee is called upon to perform, but the day certain agreed upon by the parties for the commencement and termination of their employment relationship, a day certain being understood to be "that which must necessarily come, although it may not be known when." [19] Seasonal employment, and employment for a particular project are merely instances of employment in which a period, where not expressly set down, is necessarily implied.

Of course, the term period has a definite and settled signification. It means, "Length of existence; duration. A point of time marking a termination as of a cause or an activity; an end, a limit, a bound; conclusion; termination. A series of years, months or days in which something is completed. A time of definite length, * * the period from one fixed date to another fixed date * * ."[20] It connotes a "space of time which has an influence on an obligation as a result of a juridical act, and either suspends its demandableness or produces its extinguishment." [21] It should be apparent that this settled and familiar notion of a period, in the context of a contract of employment, takes no account at all of the nature of the duties of the employee; it has absolutely no relevance to the character of his duties as being "usually necessary or desirable to the usual business of the employer," or not.

Subsequently, the foregoing articles regarding employment with "a definite period" and "regular" employment were amended by Presidential Decree No. 850, effective December 16, 1975.

Article 320, dealing with "Probationary and fixed period employment," was altered by eliminating the reference to persons "employed with a fixed period," and was renumbered (becoming Article 271). The Article [22] now reads:

* *. Probationary employment. — Probationary employment shall not exceed six months from the date the employee started working, unless it is covered by an apprenticeship agreement stipulating a longer period. The services of an employee who has been engaged in a probationary basis may be terminated for a just cause or when he fails to qualify as a regular employee in accordance with reasonable standards made known by the employer to the employee at the time of his engagement. An employee who is allowed to work after a probationary period shall be considered a regular employee.

Also amended by PD 850 was Article 319 (entitled "Employment with a fixed period," supra) by (a) deleting mention of employment with a fixed or definite period, (b) adding a general exclusion clause declaring irrelevant written or oral agreements "to the contrary," and (c) making the provision treat exclusively of "regular" and "casual" employment. As revised, said article, renumbered 270, [23] now reads:

* * Regular and Casual Employment. — The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or service to be employed is seasonal in nature and the employment is for the duration of the season.

An employment shall be deemed to be casual if it is not covered by the preceding paragraph: provided, that, any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such actually exists.

The first paragraph is identical to Article 319 except that, as just mentioned, a clause has been added, to wit: "The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreements of the parties ..." The clause would appear to be addressed inter alia to agreements fixing a definite period for employment. There is withal no clear indication of the intent to deny validity to employment for a definite period. Indeed, not only is the concept of regular employment not essentially inconsistent with employment for a fixed term, as above pointed out, Article 272 of the Labor Code, as amended by said PD 850, still impliedly acknowledged the propriety of term employment: it listed the "just causes" for which "an employer may terminate employment without a definite period," thus giving rise to the inference that if the employment be with a definite period, there need be no just cause for termination thereof if the ground be precisely the expiration of the term agreed upon by the parties for the duration of such employment.

Still later, however, said Article 272 (formerly Article 321) was further amended by Batas Pambansa Bilang 130,[24] to eliminate altogether reference to employment without a definite period. As lastly amended, the opening lines of the article (renumbered 283), now pertinently read: "An employer may terminate an employment for any of the following just causes: ** ." BP 130 thus completed the elimination of every reference in the Labor Code, express or implied, to employment with a fixed or definite period or term.

It is in the light of the foregoing description of the development of the provisions of the Labor Code bearing on term or fixed-period employment that the question posed in the opening paragraph of this opinion should now be addressed. Is it then the legislative intention to outlaw stipulations in employment contracts laying down a definite period therefor? Are such stipulations in essence contrary to public policy and should not on this account be accorded legitimacy?

On the one hand, there is the gradual and progressive elimination of references to term or fixed-period employment in the Labor Code, and the specific statement of the rule[25] that —

* * Regular and Casual Employment. — The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or service to be employed is seasonal in nature and the employment is for the duration of the season.

An employment shall be deemed to be casual if it is not covered by the preceding paragraph: provided, that, any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such actually exists.

There is, on the other hand, the Civil Code, which has always recognized, and continues to recognize, the validity and propriety of contracts and obligations with a fixed or definite period, and imposes no restraints on the freedom of the parties to fix the duration of a contract, whatever its object, be it specie, goods or services, except the general admonition against stipulations contrary to law, morals, good customs, public order or public policy.[26] Under the Civil Code, therefore, and as a general proposition, fixed-term employment contracts are not limited, as they are under the present Labor Code, to those by nature seasonal or for specific projects with pre-determined dates of completion; they also include those to which the parties by free choice have assigned a specific date of termination.

Some familiar examples may be cited of employment contracts which may be neither for seasonal work nor for specific projects, but to which a fixed term is an essential and natural appurtenance: overseas employment contracts, for one, to which, whatever the nature of the engagement, the concept of regular employment with all that it implies does not appear ever to have been applied, Article 280 of the Labor Code notwithstanding; also appointments to the positions of dean, assistant dean, college secretary, principal, and other administrative offices in educational institutions, which are by practice or tradition rotated among the faculty members, and where fixed terms are a necessity without which no reasonable rotation would be possible. Similarly, despite the provisions of Article 280, Policy Instructions No. 8 of the Minister of Labor[27] implicitly recognize that certain company officials may be elected for what would amount to fixed periods, at the expiration of which they would have to stand down, in providing that these officials, " * * may lose their jobs as president, executive vice-president or vice-president, etc., because the stockholders or the board of directors for one reason or another did not reelect them."

There can of course be no quarrel with the proposition that where from the circumstances it is apparent that periods have been imposed to preclude acquisition of tenurial security by the employee, they should be struck down or disregarded as contrary to public policy, morals, etc. But where no such intent to circumvent the law is shown, or stated otherwise, where the reason for the law does not exist, e.g., where it is indeed the employee himself who insists upon a period or where the nature of the engagement is such that, without being seasonal or for a specific project, a definite date of termination is a sine qua non, would an agreement fixing a period be essentially evil or illicit, therefore anathema? Would such an agreement come within the scope of Article 280 which admittedly was enacted "to prevent the circumvention of the right of the employee to be secured in * * (his) employment?"

As it is evident from even only the three examples already given that Article 280 of the Labor Code, under a narrow and literal interpretation, not only fails to exhaust the gamut of employment contracts to which the lack of a fixed period would be an anomaly, but would also appear to restrict, without reasonable distinctions, the right of an employee to freely stipulate with his employer the duration of his engagement, it logically follows that such a literal interpretation should be eschewed or avoided. The law must be given a reasonable interpretation, to preclude absurdity in its application. Outlawing the whole concept of term employment and subverting to boot the principle of freedom of contract to remedy the evil of employers' using it as a means to prevent their employees from obtaining security of tenure is like cutting off the nose to spite the face or, more relevantly, curing a headache by lopping off the head.

"It is a salutary principle in statutory construction that there exists a valid presumption that undesirable consequences were never intended by a legislative measure, and that a construction of which the statute is fairly susceptible is favored, which will avoid all objectionable, mischievous, undefensible, wrongful, evil, and injurious consequences." [28]

"Nothing is better settled than that courts are not to give words a meaning which would lead to absurd or unreasonable consequences. That is a principle that goes back to *In re Allen* decided on October 27, 1903, where it was held that a literal interpretation is to be rejected if it would be unjust or lead to absurd results. That is a strong argument against its adoption. The words of Justice Laurel are particularly apt. Thus: "The fact that the construction placed upon the statute by the appellants would lead to an absurdity is another argument for rejecting it. * *." [29]

"* * We have, here, then a case where the true intent of the law is clear that calls for the application of the cardinal rule of statutory construction that such intent of spirit must prevail over the letter thereof, for whatever is within the spirit of a statute is within the statute, since adherence to the letter would result in absurdity, injustice and contradictions and would defeat the plain and vital purpose of the statute." [30]

Accordingly, and since the entire purpose behind the development of legislation culminating in the present Article 280 of the Labor Code clearly appears to have been, as already observed, to prevent circumvention of the employee's right to be secure in his tenure, the clause in said article indiscriminately and completely ruling out all written or oral agreements conflicting with the concept of regular employment as defined therein should be construed to refer to the substantive evil that the Code itself has singled out: agreements entered into precisely to circumvent security of tenure. It should have no application to instances where a fixed period of employment was agreed upon knowingly and voluntarily by the parties, without any force, duress or improper pressure being brought to bear upon the employee and absent any other circumstances vitiating his consent, or where 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 over the latter. Unless thus limited in its purview, the law would be made to apply to purposes other than those explicitly stated by its framers; it thus becomes pointless and arbitrary, unjust in its effects and apt to lead to absurd and unintended consequences.

Such interpretation puts the seal on Biboso[31] upon the effect of the expiry of an agreed period of employment as still good rule — a rule reaffirmed in the recent case of Escudero vs. Office of the President (G.R. No. 57822, April 26, 1989) where, in the fairly analogous case of a teacher being served by her school a notice of termination following the expiration of the last of three successive fixed-term employment contracts, the Court held:

"Reyes' (the teacher's) argument is not persuasive. It loses sight of the fact that her employment was probationary, contractual in nature, and one with a definitive period. At the expiration of the period stipulated in the contract, her appointment was deemed terminated and the letter informing her of the non-renewal of her contract is not a condition sine qua non before Reyes may be deemed to have ceased in the employ of petitioner UST. The notice is a mere reminder that Reyes' contract of employment was due to expire and that the contract would no longer be renewed. It is not a letter of termination. The interpretation that the notice is only a reminder is consistent with the court's finding in Labajo, supra. * * * "[32]

Paraphrasing Escudero, respondent Alegre's employment was terminated upon the expiration of his last contract with Brent School on July 16, 1976 without the necessity of any notice. The advance written advice given the Department of Labor with copy to said petitioner was a mere reminder of the impending expiration of his contract, not a letter of termination, nor an application for clearance to terminate which needed the approval of the Department of Labor to make the termination of his services effective. In any case, such clearance should properly have been given, not denied.

WHEREFORE, the public respondent's Decision complained of is REVERSED and SET ASIDE. Respondent Alegre's contract of employment with Brent School having lawfully terminated with and by reason of the expiration of the agreed term of period thereof, he is declared not entitled to reinstatement and the other relief awarded and confirmed on appeal in the proceedings below. No pronouncement as to costs.

SO ORDERED.

Melencio-Herrera, Gutierrez, Jr., Cruz, Paras, Feliciano, Gancayco, Padilla, Bidin, Cortes, Griño-Aquino, Medialdea, and Regalado, JJ., concur.

Fernan, C.J., no part, related to counsel for petitioners.

Sarmiento, J., see separate opinion, concurring in part and dissenting in part.

[1] Commenced by petition for certiorari under Rule 65, Rules of Court since, as petitioners point out, "Presidential Decree No. 442, as amended, and its implementing Rules and Regulations (in force at the time) do not provide on an appeal from the decision of the President of the Philippines" in labor cases.

[2] PD 442, eff. Nov. 1, 1974.

[3] By inter alia PD 850, eff. Dec. 16, 1975, and BP 130, eff. Aug. 21, 1981.

[4] Rollo, p. 38, Annex A, Petition for Review.

[5] Petition for Review, Annexes D, B and C, Rollo, pp. 40, 39.

[6] Rollo, pp. 40-41, Re-Report of Termination, etc., Application for Clearance No. 2137, Annex D, Petition for Review.

[7] Id., p. 41. The circular is addressed "To Heads of All Chinese Schools" and entitled "Standardization of Salaries and Stabilization of Positions in Chinese Schools."

[8] Id., p. 44, Annex F, Petition.

[9] Id., p. 45, Annex G, Petition.

[10] Id., pp. 6-10, Decision of the Presidential Assistant for Legal Affairs, O.P. Case No. 0308, Case No. 2137, June 13, 1978.

[11] Eff. June 12, 1954.

[12] Eff. June 21, 1957.

[13] 76 SCRA 250.

[14] 126 SCRA 458.

[15] American law is the source of much of our own labor legislation. R.A. No. 875, otherwise known as the Industrial Peace Act, the bulk of the provisions of which have been incorporated in the Labor Code, was based on U.S. statutes: the National Labor Relations Act, the Taft-Hartley Labor Act, etc.

[16] 17 Am Jur 2d 411, footnoting omitted.

[17] 56 C.J.S., 74-75, footnoting omitted.

[18] Italics supplied.

[19] Article 1193 (third paragraph), Civil Code.

[20] *Capiral v. Manila Electric Co.*, 119 Phil. 124, cited in Phil. Law Dictionary, Moreno, 3d ed.

[21] Op. cit., citing *Lirag Textile Mills, Inc. v. Court of Appeals*, 63 SCRA 382.

[22] Subsequently renumbered Article 281 by B.P. Blg. 130, eff. Aug. 21, 1981.

[23] And still later renumbered ART. 280 by B.P. Blg. 130, supra; italics supplied.

[24] Eff. Aug. 21, 1981.

[25] Article 280 (formerly Art. 270 [and initially, Art. 319]), Labor Code; italics supplied.

[26] ART. 1306, Civil Code.

[27] Promulgated April 26, 1976, more than four months after the issuance of P.D. 850.

[28] *People vs. Purisima*, 86 SCRA 542, 561.

[29] *Automotive Parts & Equipment Co., Inc. vs. Lingad*, 30 SCRA 248, 255, citing cases; footnotes omitted.

[30] *Hidalgo vs. Hidalgo*, 33 SCRA 105, 115.

[31] Supra, p. 4.

[32] Referring to *Labajo vs. Alejandro*, G.R. No. 80383, September 26, 1988, pp. 10-11

CONCURRING AND DISSENTING IN PART

SARMIENTO, J.:

I am agreed that the Labor Code has not foresaken "term employments", held valid in *Biboso v. Victoria's Milling Company, Inc.* (No. L-44360, March 31, 1977, 76 SCRA 250). That notwithstanding, I can not liken employment contracts to ordinary civil contracts in which the relationship is established by stipulations agreed upon. Under the very Civil Code:

ART. 1700. The relations between capital and labor are not merely contractual. They are so impressed with public interest that labor 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.

XXX XXX XXX

ART. 1702. In case of doubt, all labor legislation and all labor contracts shall be construed in favor of the safety and decent living for the laborer.

The courts (or labor officials) should nevertheless be vigilant as to whether or not the termination of the employment contract is done by reason of expiration of the period or to cheat the employee out of office. The latter amounts to circumvention of the law.

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