

DDT KONSTRUCT, INC. AND DANILO TAMAYO, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION AND DINDO D. BALLACAR, RESPONDENTS.

Ponente: LAMPAS PERALTA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/b862a9bc6395/>

LAMPAS PERALTA, J.:

Before the Court is a petition for certiorari[1] filed under Rule 65, 1997 Rules of Civil Procedure, as amended, assailing public respondent National Labor Relations Commission's (NLRC's) (i) Decision dated December 5, 2013[2] in NLRC LAC No. 10-002865-13 which set aside the labor arbiter's Decision dated August 28, 2013[3] and held that private respondent was illegally dismissed from employment, and (ii) Resolution dated January 21, 2014[4] which denied petitioners' motion for reconsideration[5] of the Decision dated December 5, 2013.

THE ANTECEDENTS

Petitioner DDT Konstruct, Inc. (petitioner DDTKI, for brevity) and Whiteport Inc. (WPI, for brevity) are corporations engaged in construction business. Petitioner Danilo Tamayo is the president of both petitioner DDTKI and WPI. On August 7, 2001, private respondent Dindo D. Ballacar was employed by petitioner DDTKI as welder, assigning him to several successive projects. On February 16, 2009, private respondent was terminated by petitioner DDTKI on account of a finished project. On October 22, 2010, WPI hired private respondent as welder. On October 21, 2012, after the completion of a project, WPI terminated the services of private respondent.[6]

However, private respondent claims that he was a regular employee of petitioner DDTKI and WPI considering that both corporations are substantially owned by petitioner Danilo D. Tamayo and his wife Cynthia P. Tamayo.[7]

The respective factual versions of the parties were synthesized by public respondent NLRC in its Decision dated December 5, 2013 as follows:

The Complainant was first employed by Respondent-DDT Konstruct, Inc. [DDTKI] ON 7 August 2001, as a welder in its construction business. No employment contract however was executed by him and DDTKI. Since then, or for more than eight [8] years, he was assigned to several projects of DDTKI, the last of which was at the BPO San Lazaro Project. DDTKI terminated him on 16 February 2009.

Subsequently, on 22 October 2010, Respondent-Whiteport Inc. [WPI] hired the Complainant as welder for a little less than two [2] years or until 22 November 2010 and assigned him to its Trion Tower Project. Pertinent to this, he was required to sign a Project Basis Employment Contract and every two [2] months thereafter his service was renewed by WPI. After the completion of the Trion Tower Project, WPI terminated him effective 21 October 2012.[8]

On December 14, 2012, private respondent filed with the labor arbiter a complaint against petitioners, WPI and WPI's general manager Andrea Marie Tamayo-Ulep for "Illegal dismissal - Actual, Non-payment - Service Incentive Leave, Non-payment - 13[th] Month Pay, Moral and Exemplary Damages, Attorney's Fees".[9]

After the parties had submitted their respective position papers[10] and documentary evidence,[11] the labor arbiter rendered a Decision dated August 28, 2013[12] dismissing private respondent's complaint for lack of merit, but holding WPI liable to pay private respondent the total amount of Php14,577.83 as service incentive leave pay and proportionate 13[th] month pay. Thus:

WHEREFORE, in view of the foregoing, the complaint for illegal dismissal is dismissed for lack of merit. Respondent Whiteport, Inc. is however ordered to pay complainant Dindo D. Ballacar the following:

Service Incentive Leave Pay – P 4,700.00

Proportionate 13[th] Month Pay – P 9,877.83

TOTAL – P14, 577.83

All other claims are denied.

The complaint against DDT Konstract Inc., Danilo Tamayo and Andrea (sic) Marie T. Ulep is dismissed for lack of merit.

SO ORDERED.[13]

Private respondent filed with public respondent NLRC a partial appeal, contending that the labor arbiter erred in (i) finding that he was a project employee; (ii) not piercing the corporate fiction existing between petitioner DDTKI and WPI; and, (iii) absolving petitioner DDTKI.[14] Private respondent thus prayed that petitioners be held liable for illegal dismissal and ordered to reinstate private respondent to his former position and to pay him full backwages, among others.

In a Decision dated December 5, 2013,[15] public respondent NLRC reversed the labor arbiter's Decision dated August 28, 2013 and held that private respondent was illegally dismissed from employment. Thus:

WHEREFORE, the Appeal is GRANTED and the Labor Arbiter's Decision, dated 28 August 2013, is SET ASIDE, except the award of service incentive leave pay and proportionate 13[th] month pay. Respondents-DDT Konstract, Inc. and Whiteport, Inc. are mandated to immediately reinstate Complainant-Dindo D. Ballacar to his former position without loss of seniority rights and other privileges. However, if reinstatement is no longer feasible, the Respondents-Corporations and including Private Respondents, Danilo Tamayo and Andria Marie Tamayo-Ulep are directed to pay, jointly and severally, the Complainant his separation pay, from the time that he was first employed on 7 August 2001 until the actual payment, equivalent to one month pay salary for every year of service, a fraction of at least six [6] months considered one year, at the rate of his latest daily rate of four hundred seventy [Php 470.00], computed as follows:

8/7/01 – 11/29/13

$P470 \times 26 \times 12 = P146,640.00$

In addition, said corporations and the Individual Respondents are ordered to pay, jointly and severally, the Complainant's full backwages, at the rate of his latest daily rate inclusive of allowance, from the time that he was terminated, or on (sic) 21 October 2012, until he is actually reinstated or paid, as the case maybe, computed as follows:

a. Basic Salary

10/21/12 – 11/29/13

$P470 \times 26 \times 13.27 = P162,159.40$

b. 13[th] month pay

$P 162,159.40/12 = P 13,513.28$

c. SILP

$P 470 \times 5/12 \times 13.27 = P 2,598.71$

$P 178,271.39$

All other claims are DISMISSED for lack of merit.

SO ORDERED.[16]

Petitioners and WPI filed a motion for reconsideration,[17] but the same was denied by public respondent NLRC in a Resolution dated January 21, 2014.[18]

Hence, petitioners filed the present petition which is premised on the following grounds:

“43. The NLRC committed grave abuse of discretion when it classified Mr. Ballacar as a regular and permanent employee of Petitioners and not mere project employee.

44. The NLRC committed grave abuse of discretion when it disregarded the separate personalities of Petitioners and Whiteport.

45. The NLRC committed grave abuse of discretion when it disregarded the separate personalities of Petitioner and its President Mr. Tamayo and held him jointly and severally liable in his personal capacity.

46. The NLRC committed grave abuse of discretion when it ruled that Mr. Ballacar was illegally dismissed by Petitioner.

47. The NLRC committed grave abuse of discretion when it ordered the reinstatement of Mr. Ballacar to his former position or, if not feasible, to pay the Complainant his separation pay and full back wages.”[19]

THE ISSUE

Whether public respondent NLRC committed grave abuse of discretion in reversing the labor arbiter's Decision dated August 28, 2013 and in finding that private respondent was illegally dismissed from employment.

THE COURT'S RULING

In dismissing private respondent's complaint for illegal dismissal, the labor arbiter ratiocinated that no employer-employee relationship existed between petitioner DDTKI and private respondent considering that private respondent's last employment contract prior to his dismissal was with WPI. The labor arbiter explained that private respondent was WPI's project employee because the term of his employment with WPI specifically stated that “in no case shall it extend beyond the duration of the phase work or of the project itself for which your services had been engaged.” Also, the labor arbiter ruled that private respondent's employment with WPI as project employee could not be considered as a continuation of his work with petitioner DDTKI considering that the two corporations were separate and distinct from each other. Said the labor arbiter in his Decision dated August 28 2013:

On the first issue, this Office finds that the complainant is an employee of Whiteport. This Office finds merit in respondents' contention that Whiteport, DDTKI and individual respondents have separate and distinct personalities. The veil of corporate fiction cannot be validly pierced in the absence of bad faith on the part of respondents as well as the instances enumerated in *Pantranco Employee's Association vs. NLRC* (G.R. No. 170689, 17 March 2009) as correctly cited by DDTKI.

xxx xxx xxx

Unfortunately for complainant, he failed to prove any justification to pierce the veil of corporate fiction of Whiteport and DDTKI. As such, Whiteport alone is the latest employer of complainant since it is the company that hired him for his last contract as evidenced by his employment contracts, pays his salaries, exercises control over the performance of his duties and has the authority to terminate his services. It is Whiteport which gives him his assignments and directs how he should perform his functions, having an immediate supervisor at the work site who is also an employee of Whiteport.

On the issue of illegal dismissal, this Office finds the same without merit. Complainant is indeed a project employee of Whiteport. Granting that it was only Whiteport which issued employment contract to him on a per project basis, his previous stint with DDTKI sans any employment contract plus his present stint with Whiteport cannot be validly considered a continuation of his work with DDTKI. As discussed above, these two corporations are separate and distinct from each other.

It is evident that complainant's employment with Whiteport is governed by project employment contracts. Although he was continuously hired, the date of the termination of his employment is specifically stated therein, but "in no case shall it extend beyond the duration of the phase work or of the project itself for which your services had been engaged." It is enough that complainant is made aware of the duration of his employment to consider him a project employee.

Moreover, being a welder, and Whiteport being a contractor, complainant's employment evidently depends on the number of projects that Whiteport can secure. As such, his employment legally ends upon completion of the project or the phase of the project for which he was hired. Complainant sweepingly concluded that he belongs to the work pool of Whiteport which makes him a regular employee. His basis for this conclusion is the fact that while he was still doing some welding works for a particular project, he was transferred to another project which requires his services. This however remained a mere allegation. What appears on record is that during his employment with Whiteport, he was assigned only to one project, the Trion Tower I Global City Project. This therefore belies complainant's claim that he was transferred from one project to another for as long as his services are needed, even if his project is not yet completed.

xxx xxx xxx

xxx There is no bad faith, malice, fraud or abuse of authority on the part of respondents Whiteport and individual respondents Danilo D. Tamayo and Andrea (sic) Marie T. Ulep. Complainant failed to present evidence to prove his entitlement to his claims for damages and attorney's fees.

Corollary thereto, the complaint against individual respondents Danilo D. Tamayo and Andrea (sic) Marie T. Ulep must necessarily fail.

The complaint against respondents DDTKI must also be dismissed with prejudice. It is not the employer of complainant and no employer-employee relations exists between them. Evidently, complainant's last contract prior to his alleged illegal dismissal was with Whiteport.[20]

In reversing the labor arbiter's Decision (except the award of service incentive leave pay and proportionate 13th month pay to private respondent), public respondent NLRC disregarded the separate personalities of petitioner DDTKI and WPI and ordered the reinstatement of private respondent who was found to be a regular employee of petitioners and WPI. Public respondent NLRC stressed that even a worker in a work pool could become a regular employee if he had been continuously rehired by the same employer for the same tasks or nature of tasks which were necessary and indispensable to the usual business or trade of the employer. Thus:

The Complainant belonged to a work pool, whose task, as a welder, is essential to the Respondents' construction business, and who was continuously hired, for a span of more than ten [10] years and assigned to several projects. Evidently, he is considered a regular and permanent employee.

The Respondents never rebutted the Complainant's assertion that DDTKI first employed him on 7 August 2011 (sic) as a welder in its construction business until he was terminated on 16 February 2009. For said period of time, he was assigned to DDTKI's various projects xxx. On the other hand after WPI hired him on 22 October 2010, as a welder, in its Trion Tower 1, Global City Project, he was re-hired every two months for a little less than two years, until the completion of said project on 19 October 2012.

xxx. In this case, it is patent from the foregoing that Complainant was continuously and repeatedly hired by DDTKI and WPI for more than eight [8] years and a little less than two [2] years, respectively. Too, as a welder, the Complainant's task of welding works on I-beams, trushes, steel doors, angle bars, among others, is undoubtedly necessary and essential to the Respondents' construction business. Thus, while the Complainant may have been initially hired as a project employee; considering the inevitability of his work to the Respondents' construction business. Thus, while the Complainant may have been initially hired as a project employee; (sic) considering the inevitability of his work to the Respondent's business and since he was rehired continuously for the next project or a phase thereof, which spanned for more than ten [10] years; (sic) he has already become a regular and permanent employee.

Interestingly, DDTKI even admitted that the Complainant belonged to a work pool, from which it took the Complainant and deployed to its numerous projects, but maintained that he is still a project employee. Regrettably, DDTKI lost sight of the fact that even a worker in a work pool can become a regular employee if he has continuously, as opposed to intermittently, rehired by the same employer for the same tasks or nature of tasks; and these tasks are vital, necessary and indispensable to the usual business or trade of the employer. As already discussed, while the Complainant was initially hired for specific projects, his repeated hiring and the continued need of his service, which is vital to the Respondents' business, over a long period of time have undeniably made him a regular employee. xxx

xxx xxx xxx

Furthermore, while DDTKI insisted that the Complainant was its project employee, for the past eight [8] years that it employed him, it has never presented any employment contract with him showing the duration as well as the particular work that he has to perform. Hence, in absence of any proof that he was hired on a project or contractual basis, the valid presumption is that the employment is regular. And, while WPI required the Complainant to continuously execute an employment contract, every two months, for the past twenty-three [23] months, it is evident that the purpose of these employment contracts is to evade the security of tenure of the Complainant. xxx

Besides, the record is bereft of any showing that the Respondents submitted a report of termination to the nearest DOLE office every time the Complainant's employment was terminated due to the alleged completion of each construction project, in accordance with Policy Instruction No. 20. It has been consistently ruled by the Court that failure of the employer to file termination reports after every project completion proves that the employees are not project employees.[21]

Jurisprudence teaches that factual findings and conclusions drawn by public respondent NLRC are accorded not only great weight and respect, but even clothed with finality and deemed binding on the Court, as long as they are supported by substantial evidence. However, when such findings and those of the labor arbiter are in conflict, it behooves the Court to scrutinize the records of the case, particularly the evidence presented, to arrive at a correct decision.[22] It is proper, therefore, in the exercise of equity jurisdiction, to review and re-evaluate the factual issues and to look into the records of the case and re-examine the questioned findings.[23]

Petitioners argue that public respondent NLRC acted with grave abuse of discretion in holding that private respondent was a regular employee of petitioners and he was illegally dismissed from employment. Allegedly, (i) private respondent was informed that his employment with petitioners was project-based and would be terminated after the completion of the same; (ii) private respondent was not transferred from petitioner DDTKI to WPI; (iii)

public respondent NLRC's finding that private respondent's task was essential to petitioners' construction business and he was continuously hired for a span of ten (10) years, was without basis; (iv) public respondent NLRC's disregard of the veil of corporate fiction between petitioner DDTKI and WPI was bereft of any evidence; (v) WPI was not an alter ego of petitioner DDTKI as the two corporations were separate and distinct from each other; (vi) petitioner Danilo Tamayo cannot be held jointly and severally liable with petitioner DDTKI considering that a corporation has a separate and distinct juridical personality from its officers; (vii) private respondent was legally dismissed due to completion of a project in February 2009 and as such, no prior notice of dismissal was even required; and, (viii) private respondent was not entitled to reinstatement, separation pay and backwages.[24]

The asseverations are unfounded.

Under the doctrine of "piercing the veil of corporate fiction", the Court looks at the corporation as a mere collection of individuals or an aggregation of persons undertaking business as a group, disregarding the separate juridical personality of the corporation unifying the group.[25] Further, under a variation of the doctrine of piercing the veil of corporate fiction, when two business enterprises are owned, conducted and controlled by the same parties, both law and equity will, when necessary to protect the rights of third parties, disregard the legal fiction that two corporations are distinct entities and treat them as identical or one and the same.[26]

In the case of petitioner DDTKI and WPI, there is substantial evidence showing that both these corporations are not only owned and controlled by the same parties, but they are also engaged in the same line of business. As public respondent NLRC explained:

Next, We find merit to the Complainant's exhortation to disregard the veil of separate corporate personality of DDTKI and WPI and to hold them jointly and severally liable for his backwages and money claims. The Articles of Incorporation of these two [2] corporations show that they are substantially owned and controlled by members of the Tamayo's family [sic] headed by spouses Danilo Tamayo and Cynthia Tamayo, who owned majority of the shares subscribed. Both corporations are also engaged in the same line of business which is: to engage in general construction business, including the constructing, enlarging, repairing, developing or engaging in any work upon buildings, houses and condominium, roads, plants, bridges, airfields, piers, waterworks, railroads and other structures. It is also clear that after DDTKI terminated the complainant on 16 February 2009, he was subsequently hired by WPI on 22 October 2010. The indubitable conclusion is that Complainant was merely transferred from DDTKI to WPI. xxx[27]

Notably, petitioners and WPI failed to substantiate their claim that private respondent was a mere project employee. Private respondent's work as a welder at these corporations, conducting "welding works on I-beams, trushes, steel doors, angle bars, among others," was a task necessary and indispensable to the construction business of petitioners and WPI. Private respondent's employment as a welder ceased to be coterminous with specific projects assigned to him by petitioners and WPI when he was repeatedly re-hired for almost a decade due to the demands of petitioners and WPI's construction business. Also, not a single proof was presented by petitioners and WPI that with every project accomplished by private respondent, said corporations had submitted to the nearest public employment office the required termination report for statistical purposes. Given these, private respondent had long attained the status of a regular employee.

Apropos is *D.M. Consunji, Inc. vs. Jamin*,[28] wherein it was held:

"Surely, length of time is not the controlling test for project employment. Nevertheless, it is vital in determining if the employee was hired for a specific undertaking or tasked to perform functions vital, necessary and indispensable to the usual business or trade of the employer. Here, [private] respondent had been a project employee several times over. His employment ceased to be coterminous with specific projects when he was repeatedly re-hired due to the demands of petitioner's business." Without doubt, Jamin's case fits

squarely into the employment situation just quoted.

The termination reports

With our ruling that Jamin had been a regular employee, the issue of whether DMCI submitted termination of employment reports, pursuant to Policy Instructions No. 20 (Undated), as superseded by DOLE Department Order No. 19 (series of 1993), has become academic. DOLE Policy Instructions No. 20 provides in part: Project employees are not entitled to termination pay if they are terminated as a result of the completion of the project or any phase thereof in which they are employed, regardless of the number of projects in which they have been employed by a particular construction company. Moreover, the company is not required to obtain a clearance from the Secretary of Labor in connection with such termination. What is required of the company is a report to the nearest Public Employment Office for statistical purposes.

Accordingly, as regular employee, private respondent may only be dismissed for just cause under Article 282 of the Labor Code[29]. Settled is the doctrine that “security of tenure is a constitutionally guaranteed right. Employees may not be terminated from their regular employment except for just or authorized causes under the Labor Code and other pertinent laws.”[30]

The argument that petitioner Danilo Tamayo cannot be held jointly and severally liable with petitioner corporation, is bereft of basis. A corporation, as a juridical entity, may act only through its directors, officers and employees. Obligations incurred as a result of the directors' and officers' acts as corporate agents, are not their personal liability but the direct responsibility of the corporation they represent. As a rule, they are only solidarily liable with the corporation for the illegal termination of services of employees if they acted with malice or bad faith. To hold a director or officer personally liable for corporate obligations, two requisites must concur: (i) it must be alleged in the complaint that the director or officer assented to patently unlawful acts of the corporation or that the officer was guilty of gross negligence or bad faith, and (ii) there must be proof that the officer acted in bad faith.[31] Bad faith does not connote bad judgment or negligence; it imports dishonest purpose or some moral obliquity and conscious doing of wrong; it means breach of unknown duty through some motive or interest or ill will; it partakes of the nature of fraud.[32]

The Court finds no compelling reason to veer away from public respondent NLRC's ruling that petitioner Danilo Tamayo was “guilty of gross negligence and in bad faith in dealing with [private respondent], specifically in precluding his tenurial security and in terminating him without valid or just cause and in blatant disregard of due process.” Thus:

As We disregard the separate personalities of DDTKI and WPI, We also declare the individual Respondents-Danilo Tamayo and Andria Marie Tamayo-Ulep, the president of both Corporations and General Manager of the latter corporation, respectively, to be jointly and severally liable with the said corporations. The above disquisitions show that the individual Respondents are guilty of gross negligence and in bad faith in dealing with the Complainant, specifically in precluding his tenurial security and in terminating him without valid or just cause and in blatant disregard of due process.

To recapitulate, the Complainant already attained regular and permanent employment status when he was terminated without lawful cause and wanting of due process. As such, he is entitled to immediate reinstatement, but if it is no longer feasible, he should be paid separation pay instead. He is likewise entitled to full backwages. Finally, the separate corporate personality of DDTKI and WPI are disregarded and they, including the Individual Respondents, are jointly and severally liable to the Complainant.[33]

Thus, as correctly ruled by public respondent NLRC, private respondent is entitled to be reinstated to his former position without loss of seniority rights and other privileges, and payment of backwages, inclusive of allowances, and other benefits or their monetary equivalent. However, if reinstatement is no longer feasible due to strained

relations between petitioners and private respondent, the award of separation pay to private respondent in lieu of reinstatement to his former position, is warranted. As held:

The legal consequences of an illegal dismissal are reinstatement of the employee without loss of seniority rights and other privileges, and payment of his full backwages, inclusive of allowances, and other benefits or their monetary equivalent. Clearly, the law intended reinstatement to be the general rule. It is only when reinstatement is no longer feasible that payment of separation pay is awarded to an illegally dismissed employee. Reinstatement is the restoration to a state or condition from which one had been removed or separated. In providing foremost for the reinstatement of an illegally dismissed employee, the Labor Code not only recognizes the security of tenure granted by law to regular employees, but also gives substance and meaning to the protection accorded by the Constitution to labor. Employment is significant to every working man. It is the means by which he sustains himself and his family, hence, the law mandates the reinstatement of an illegally dismissed employee to his former position. Payment of separation pay as a substitute for reinstatement is allowed only under exceptional circumstances, viz.: (1) when reasons exist which are not attributable to the fault or beyond the control of the employer, such as, when the employer, who is in severe financial strait and has suffered serious business losses, has ceased operations, implemented retrenchment, or abolished the position due to the installation of labor-saving devices; (2) when the illegally dismissed employee has contracted a disease and his reinstatement will endanger the safety of his co-employees; or, (3) where strained relationship exists between the employer and the dismissed employee.[34]

Moreover, the award of backwages and separation pay to an illegally dismissed employee if reinstatement is no longer feasible, is warranted. Apropos is *Bani Rural Bank, Inc. vs. De Guzman*.^[35] Thus:

xxx Our ruling in *Macasero v. Southern Industrial Gases Philippines* provides us with the manner these awards should be computed:

xxx xxx xxx

The normal consequences of respondents' illegal dismissal, then, are reinstatement without loss of seniority rights, and payment of backwages computed from the time compensation was withheld up to the date of actual reinstatement. Where reinstatement is no longer viable as an option, separation pay equivalent to one (1) month salary for every year of service should be awarded as an alternative. The payment of separation pay is in addition to payment of backwages.

xxx xxx xxx

Thus, the computation of the respondents' backwages must be from the time of the illegal dismissal from employment until the finality of the decision ordering the payment of separation pay. It is only when the NLRC rendered its July 31, 1998 decision ordering the payment of separation pay (which both parties no longer questioned and which thereafter became final) that the issue of the respondents' employment with the petitioners was decided with finality, effectively terminating it. The respondents' backwages, therefore, must be computed from the time of their illegal dismissal until January 29, 1999, the date of finality of the NLRC's July 31, 1998 Decision.

Then again, grave abuse of discretion exists where an act is performed with a capricious or whimsical exercise of judgment equivalent to lack of jurisdiction. The abuse of discretion must be patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform a duty enjoined by law, or to act at all in contemplation of law, as where the power is exercised in an arbitrary and despotic manner by reason of passion or personal hostility.³⁶ This is unavailing in the present case.

WHEREFORE, the petition is dismissed for lack of merit.

SO ORDERED.

Cruz, S. C., and Hernando, R. P. L., JJ., concur.

[1] pp. 3-28, Rollo

[2] pp. 33-45, *ibid.*

[3] pp. 61-72, *ibid.*

[4] pp. 47-50, *ibid.*

[5] p. 47, *ibid.*

[6] pp. 34, *ibid.*

[7] pp. 34-35, *ibid.*

[8] p. 34, *ibid.*

[9] pp. 61 & 74-75, *ibid.*

[10] pp. 6 & 98-104, *ibid.*

[11] pp. 51-52 & 96-97, *ibid.*

[12] pp. 61-72, *ibid.*

[13] pp. 71-72, *ibid.*

[14] pp. 51-57, *ibid.*

[15] pp. 33-45, *ibid.*

[16] pp. 43-44, *ibid.*

[17] p. 47, *ibid.*

[18] pp. 47-50, *ibid.*

[19] p. 12, *ibid.*

[20] pp. 68-71, *ibid.*

[21] pp. 37-41, Rollo

[22] *San Miguel Corporation vs. NLRC, et al.*, 297 SCRA 277 [1998]

[23] *Masing and Sons Development Corporation vs. Rogelio*, 654 SCRA 490 [2011]

[24] pp. 13-25, Rollo

[25] *Pantranco Employees Association (PEA-PTGWO) vs. National Labor Relations Commission*, 581 SCRA 598 [2009]

[26] *Heirs of Fe Tan Uy vs. International Exchange Bank*, 690 SCRA 519 [2013]

[27] pp. 41-42, Rollo

[28] 670 SCRA 235 [2012]

[29] Article 282. Termination by employer. — An employer may terminate an employment for any of the following just causes:

- (a) Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work;
- (b) Gross and habitual neglect by the employee of his duties;
- (c) Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative;
- (d) Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representative; and
- (e) Other causes analogous to the foregoing.

[30] SME Bank, Inc. vs. Peregrin T. De Guzman, 707 SCRA 35 [2013]

[31] Polymer Rubber Corporation vs. Salamuding, 702 SCRA 153 [2013]

[32] SHS Perforated Materials, Inc. vs Diaz, 633 SCRA 258 [2010]

[33] pp. 42-43, Rollo

[34] Pheschem Industrial Corporation vs. Moldez, 458 SCRA 339 [2005]

[35] 709 SCRA 330 [2013]

[36] City of Dumaguete vs. Philippine Ports Authority, 656 SCRA 102 [2011]

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.