

**MEHITABEL FURNITURE COMPANY, INC. AND JOSEFINA A. BOOTH,
PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (4TH
DIVISION), MINERVA BALADJAY, JOSE AMAMANGPANG, DEMETRIO
LENESO...**

G.R. No. 101268. March 30, 1993

Ponente: CRUZ, J.

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CRUZ, J.:

The challenged decision of the NLRC held the petitioner liable for the unjust dismissal of the private respondents and ordered it to reinstate them with payment of three years back wages and incentive leave pay or, in case reinstatement is no longer feasible, separation pay equivalent to one month pay for every year of service in addition to the back wages.[1]

The petitioner is engaged in the manufacture of furniture for export. It claims it has regular customers abroad but occasionally receives special orders it is unable to decline, requiring it to hire additional workers to fill such orders. However, they are engaged for specified periods only. The private respondents fall in this category of workers and so cannot invoke security of tenure and the other privileges to which only its permanent employees are entitled. Their services could be, and were, lawfully terminated upon the expiration of their respective temporary employment contracts.

The private respondents disagree, maintaining that they belong to the regular work force of the petitioner and are therefore entitled to all the rights and privileges enjoyed by their fellow employees. They claim that they were made to sign temporary employment contracts to prevent them from acquiring permanent status and that when they asked to be included in the regular force, they were summarily dismissed, made to return their ID cards and told not to come back.

Their complaint was originally rejected by the Labor Arbiter, who held that they were employed only for fixed periods to perform special projects and so never acquired permanent or regular status.[2] On appeal, however, the NLRC reversed, holding that the nature of their work and the length of their services qualified them as permanent members of the petitioner's work force.[3]

We shall sustain the public respondent.

Article 280 of the Labor Code provides:

Art. 280 - 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 services to be performed 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 proceeding 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.

Under this provision, an employment shall be deemed regular where the employee: a) has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer; or b) has rendered at least one year of service, whether such service is continuous or broken, with respect to the activity in which he is employed.

By the petitioner's own admission, the private respondents have been hired to work on certain special orders that as a matter of business policy it cannot decline. These projects are necessary or desirable in its usual business or trade, otherwise they could not have been accepted by the petitioner. Significantly, such special orders are not really seasonal but more or less regular, requiring the virtually continuous services of the "temporary workers."

The NLRC also correctly observed that "if we were to accept respondent's theory, it would have no regular workers because all of its orders would be special undertakings or projects." The petitioner could then hire all its workers on a contract basis only and prevent them from attaining permanent status regardless of the length of their service.

Furthermore, the NLRC has determined that the private respondents have worked for more than one year in the so-called "special projects" of the petitioner and so also fall under the second condition specified in the above-quoted provision. The public respondent did not err in giving little probative value to the temporary employment contracts submitted by the petitioner because they did not accurately reflect the length of time the employees actually worked for the petitioner. This is a factual finding of the administrative agency that, in line with a long-standing policy, this Court will not disturb.

We are satisfied that the NLRC committed no grave abuse of discretion in holding that the private respondents were really regular employees of the petitioner notwithstanding the temporary employment contracts they signed. Hence, they are entitled to the relief they seek.

ACCORDINGLY, the petition is DISMISSED for lack of merit. The challenged decision of the NLRC is AFFIRMED, with costs against the petitioner. It is so ordered.

Griño-Aquino, Bellosillo, and Quiason, JJ., concur.

[1] Rollo, pp. 50-56.

[2] Ibid., p. 43-49.

[3] Rollo, p. 53.

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