

**NATIONAL MINES AND ALLIED WORKERS' UNION (NAMAWU),  
JULIETA ARROYO, AGNES DE GUZMAN, CARMELITA RAYMUNDO,  
SAMMY ISRAEL, GUILLERMO DELA CRUZ, NESTOR VALLESTEROS,  
NOELARANDA, DANIEL...**

*G.R. No. 125039. November 20, 1998*

Ponente: DAVIDE, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-125039/>

---

**DAVIDE, JR., J.:**

In this petition for certiorari under Rule 65 of the Rules of Court, petitioners seek to set aside the decision[1] of the National Labor Relations Commission (NLRC) in NLRC Case No. RAB-IV-4-3710-91-RI and its resolution[2] denying the motion for reconsideration.

Petitioner National Mines and Allied Workers' Union (NAMAWU) is the certified bargaining agent of the rank and file employees of private respondent San Ildefonso College (hereafter COLLEGE). Petitioner Juliet Arroyo (hereafter ARROYO) was the president of the San Ildefonso College Association of Faculty and Personnel (SICAFP), an affiliate of NAMAWU. The remaining petitioners were teachers and employees of the COLLEGE. Private respondent Sister Maria Aurora Lloren is the directress of the COLLEGE.

In February 1991, ARROYO, a "tenured teacher" who later became a part-time teacher, asked that she be allowed to teach on a full-time basis.[3] The COLLEGE, however, denied her request for her failure to "make use of the privilege" of her study leave in the two years she was allowed to do so.[4] The following month, the other individual petitioners, who were issued yearly appointments, were informed of the non-renewal of their respective contracts.

In April 1991, the SICAFP was formalized into a labor union and affiliated with NAMAWU.

On 11 April 1991, the individual petitioners and NAMAWU filed a complaint[5] for illegal dismissal, unfair labor practice, forced resignation, harassment, underpayment of wages, non-payment of service incentive leave pay, and violation of Wage Order No. IV-1. They demanded reinstatement and payment of back wages and other monetary claims. The complaint was subsequently amended to include tenure pay as an additional claim.[6]

On 15 April 1991, NAMAWU filed a petition for certification election.[7] The COLLEGE did not oppose the petition. A certification election was held, and NAMAWU was chosen as the bargaining agent of the rank and file employees.

Later, or on 27 May 1991, the individual petitioners wrote private respondents indicating their desire to return to work, but private respondents refused to take them back.

No amicable settlement having been reached by the parties, they filed the required position papers, and the labor arbiter conducted trial on the merits. Three of the complainants testified on their behalf: ARROYO, Teodoro Catuira, and Agnes de Guzman. Private respondents presented their sole witness, Dolores Matienzo.

The individual petitioners asserted that they were regular employees for having rendered service for more than a year. They were thus entitled to security of tenure notwithstanding the annual renewal of their contract with the COLLEGE.

The COLLEGE maintained otherwise, claiming that the individual petitioners, with the exception of ARROYO, were either part-time or probationary employees who had each rendered less than three years of service. Their contracts of employment were for a fixed period, the renewal of which were always subject to their respective performance. Their last employment contract indicated the expiration in March 1991. For the school year 1991-1992, the COLLEGE chose not to renew their contract, and petitioners were individually notified thereof. In the case of ARROYO, the COLLEGE maintained that while she had served for more than three years and was thus a permanent employee, she lost that status when she requested to teach on a part-time basis to enable her to complete her master's degree. The COLLEGE acted within its rights when it refused to renew the fixed year-to-year contracts of the individual petitioners; it cannot, therefore, be held guilty of illegal dismissal or unfair labor practice.

The COLLEGE further asserted that all money claims due the individual petitioners had been paid even beyond the amount prescribed by law. The minimum daily wage was then P89.00 or an aggregate of P1,943.16 a month. Petitioners were receiving a monthly pay of at least P1,994.00 for a regular five-day-work week, with the exclusion of Saturdays and Sundays. Upon the effectivity of Wage Order No. IV-01, they were entitled to an increase of P327.50, which the COLLEGE could not then afford. Nonetheless, each individual petitioner was eventually paid P2,229.25, an amount higher than what was due them, through the Government Assistance to Private Education. Anent the tenure pay, the COLLEGE contended that the individual petitioners were not entitled to such pay because they were not tenured teachers. It refused payment for the service incentive leave pay, since all the individual petitioners had availed of their service incentive leave.

In his decision of 12 April 1994,[8] Labor Arbiter Pedro Ramos made the following findings of fact:

Complainants used to be the part-time or probationary employees teaching in the different departments of the respondent school, whose names, date hired, date terminated and salary received are, as follows:

1. AGNES DE GUZMAN

- Appointed as college teacher on a part-time basis effective June 1988 to October 1988 with monthly basic salary and LA integrated - P520.65;
- appointed as college teacher on part-time basis effective November 1988 to March 1989 with a monthly basic salary of P1,041.24;
- appointed as college teacher on part-time basis effective June 1989 to October 1989 with a monthly basic pay of P1,205.04;
- appointed as college teacher on a part-time basis effective November 1989 to March 1990 with a monthly basic pay of P1,506.40;
- appointed as college teacher on part-time basis effective June 1990 to October 1990 with a monthly basic pay of P1,542.10; appointed as college teacher on a part-time basis effective Nov. 5, 1990 to March 31, 1991, with a monthly basic pay of P1,233.68;

2. JULIETA ARROYO

- from June 1, 1965 worked on permanent status up to March 1988;
- appointed as college teacher on a part-time basis effective June 1988 up to March 27, 1991.

3. TEODORO CATUIRA

- appointed as High School Teacher on a probationary status effective June 1989 to March 1990 with a monthly basic pay of P1,944.00;
- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a monthly

basic pay of P1,9[9]4.00 with additional load or part of SAC paid in the amount of P315.10 or a total of P2,309.10;

4. SAMMY ISRAEL

- appointed as a college teacher on a part-time basis effective June 1989 to October 1989 with a basic pay of P308.00 per subject;
- appointed as a college teacher on a part-time status effective Nov. 1989 to March 1990 with a basic pay of P895.71;
- appointed as a college [teacher] on a part-time basis effective November 5, 1990 to March 31, 1991 with a basic pay of P1,222.84 with additional load paid in the amount of P611.42 or a total of P1,834.26;

5. CARMELITA RAYMUNDO

- appointed as a college teacher on a part-time basis effective June 1988 to October 1988 with a basic pay and LA integrated [of] P776.60;
- appointed as a college teacher on a part-time status effective Nov. 1989 to March 1990 with a basic pay of P1,434.25;
- appointed as a college teacher on a part-time basis effective November 5, 1990 to March 31, 1991 with a basic pay of P1,542.86 with additional load;

6. [MARCELITA] SIERVO

- appointed as H.E. teacher on a part-time basis effective June 1990 to March 1991 with a basic pay of P864.84;

7. NESTOR VALLESTERO

- appointed as H.E. teacher on a part-time basis effective June 1990 to March 1991 with a basic pay of P875.13;

8. REMEDIOS VASQUEZ

- appointed as a Grade School Teacher on a probationary status effective March 1989 to June 1990 with a basic pay of P1,974.00;
- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P30.00 for advisory;

9. CORAZON GALVEZ

- appointed as grade school teacher on a probationary status effective June 1989 to March 1990 with a basic pay of P1,944.00 plus P30.00 as advisory;
- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,9[9]4.00 plus P30.00 as advisory;

10. LUISA AMICAN

- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P30.00 as advisory;

11. MARILOU CANELAS

- appointed as Grade School Teacher on a probationary status effective June 1989 to March 1990 with basic pay of P1,944.00 plus P30.00 for advisory;
- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P30.00 for advisory;

12. MORENA VELGADO

- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P30.00 for advisory;

13. EMERITA DE LA CRUZ

- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P115.00 for advisory, and P284.70 for additional load;

14. LEO RIO

- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P115.00 as advisory and P284.70 as additional load;

15. CECILIA OLDAN

- appointed as classroom teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P1,994.00 plus P115.00 as advisory;

16. MELINDA ODISTE

- appointed as a classroom teacher on a full-time basis effective June 1988 to March 1989 with a basic pay with LA integrated [of] P1,398.00 plus P30.00 as advisory pay and P222.72 for additional load or a total of P1,650.72;

- appointed as High School Teacher on a probationary status effective June 1989 to March 1990 with a basic pay of P1,958.00 plus P30.00 as advisory pay and P70.00 as catechral in-charge or a total of P2,058.00;

- appointed as High School Teacher on a probationary status effective June 1990 to March 1991 with a basic pay of P2,008.00 plus P115.00 for advisory, P47.71 for additional load and P200.00 [for] other assignments;

17. GUILLERMO DE LA CRUZ

- appointed as college teacher on a part-time basis effective June 1990 to March 1991 with a basic pay of P308.00 per subject;

18. BELEN BUAN

- appointed as classroom teacher on a probationary status from June 1, 1988 up to March 11, 1991, with the last basic pay of P2,006.00/mo.;

19. ANALYN JESUSA

- appointed as classroom teacher on a probationary status from June 1, 1988 up to March 11, 1991, with latest basic pay of P1,994.00/mo.

The other five [sic] individual complainants, namely: Nel Aranda, Daniel Retoria, Armina Dagar and Divina Bernando did not sign the complaint and [are] therefore not included as complainants.

The Labor Arbiter held that private respondents were guilty of illegal dismissal, as well as unfair labor practice in interfering with the organization of the individual petitioners' labor union. The contracts of employment in question were not bilateral agreements, but rather letters of appointment. When the COLLEGE opted not to renew the appointments it merely invoked the expiration of the period fixed in the appointments without giving any other reason or granting the teachers concerned an opportunity to explain their side. The probationary employees were not even informed of their performance rating when they were denied renewal of their appointments. The non-renewal of the appointments was timely made while the individual petitioners were in the process of organizing themselves into a union, affiliating with NAMAWU, and preparing a petition for certification election. These acts of the COLLEGE amounted to union busting.

As to the underpayment of the minimum wage and the corresponding salary adjustments under Wage Order No. IV-01, the Labor Arbiter found the computation of the COLLEGE erroneous, since it was based on the compensation of an employee paid on a daily basis. The individual petitioners were all paid monthly, which required a different computation. With the proper computation, i.e., by considering the number of days in a month and not the actual number of working days, they were entitled to a differential pay.

But, as to the incentive leave pay, the Labor Arbiter agreed with the COLLEGE that the individual petitioners

were no longer entitled to such pay, it being a common practice in educational institutions that teachers were given a Christmas vacation beyond five days with pay. This was sufficient compliance with the law.

The labor arbiter then decreed as follows:

WHEREFORE, in view of all the foregoing considerations, judgment is hereby rendered, as follows:

1. Declaring the respondents guilty of unfair labor practice and/or illegal dismissal, as charged;
2. Ordering the criminal prosecution of respondent Directress S. Ma. Aurora Lloren for having committed unfair labor practice;
3. Ordering the respondents to cease and desist from further committing the unfair labor practice complained of;
4. Ordering the respondents to reinstate all the complainants to their former positions without loss of seniority rights and other privileges, under the same terms and conditions obtaining at the time of their separation from the service, either physically or in the payroll, at the option of the respondents, immediately upon receipt of this decision;
5. Ordering the respondents to pay the full back wages of all the complainants from date of illegal separation from the service and up to actual reinstatement, computed partially from School Year 1991-1992 up to School Year 1993-1994, in the amounts indicated below;
6. Ordering the respondents to pay the complainants their salary differentials under R.A. 6727 and Wage Order No. IV-01 in the amount computed below:

#### COMPUTATION OF AWARDS

##### A. PART-TIME TEACHERS:

##### BACK WAGES

##### R.A. 6727 & W.O. IV -01 SALARY DIFFERENTIALS

##### 1. Agnes de Guzman

P37,010.40

-

##### 2. Julieta Arroyo

9,630.00

-

##### 3. Sammy Israel

36,685.20

-

##### 4. Carmelita Raymundo

46,285.80

-

5. M[ar]celita Siervo

25,945.20

-

6. Nestor Vallesteros

26,253.90

-

7. Guillermo de la Cruz

9,240.00

-

T O T A L

P191,050.50

PROBATIONARY TEACHERS:

BACK WAGES

R.A. 6727 & W.O. IV-01 SALARY  
DIFFERENTIALS

1. Teodoro Catuira

P103,344.00

P15,094.00

2. Remedios Vasquez

103,344.00

15,094.00

3. Corazon Galvez

103,344.00

15,094.00

4. Marilou Canelas

103,344.00

15,094.00

5. Belen [Buan]

103,344.00

15,094.00

6. Analyn Jesusa

103,344.00

15,094.00

7. Luisa Amican

103,344.00

8,560.00

8. Morena Velgado

103,344.00

8,560.00

9. Emerita de la Cruz

103,344.00

8,560.00

10. Leo Rio

103,344.00

8,560.00

11. [Cecilia] Oldan

103,344.00

8,560.00

12. [Melinda] Odiste

103,344.00

21,135.00

T O T A L

P1,240,128.00

P154,499.00

or a Grand Total of ONE MILLION FOUR HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED SEVENTY EIGHT & 50/100 PESOS (P1,431,178.50).

NOTE: Computation of salary differentials under R.A. 6727 and W.O. No. IV-01 refers only to Probationary Teachers who were paid on monthly basis.

Part-Time Teachers paid per subject are not included in the computation for lack of sufficient datas [sic], like rate per subject and hours of work, etc.

7. Dismissing the claim for incentive leave pay for lack of merit.

On appeal, the NLRC reversed the decision of the Labor Arbiter and dismissed the complaint. It declared that the individual petitioners, with the exception of ARROYO, were not regular employees and, therefore, not protected by the law on security of tenure. It cited our decision in *University of Sto. Tomas v. NLRC*, [9] where we referred to the Manual of Regulations for Private Schools in determining when a private school teacher could be deemed a permanent employee and therefore be entitled to security of tenure. We ruled that a permanent status can only be

acquired by a full-time teacher who has rendered three consecutive years of satisfactory service. In the instant case, the individual petitioners, except ARROYO, were hired either on a part-time or probationary basis. Their contract was for a fixed period. Besides, they were not able to render service for three consecutive years. As to petitioner Analyn Jesusa, the NLRC held that she was not a proper party, since she was not hired as a teacher but as a secretary; moreover, she had already received her separation pay.[10]

As to ARROYO, while the NLRC clarified that she did not abandon her permanent status when she requested to teach on a part-time basis, she was terminated from work for cause. Her failure to prove that she actually pursued a master's degree during her two-year study leave was a breach of the trust and confidence reposed upon her by the COLLEGE. Under the rules and regulations of the Manila Archdiocese and Parochial School Association, of which the COLLEGE was a member, her lack of a master's degree was a valid ground for dismissal.

The NLRC upheld the COLLEGE's computation of the basic salary which was based on the actual number of working days. It cited the case of *Philippine Air Lines Employees Association (PALEA) v. Philippine Air Lines, Inc. (PAL)*,[11] where we ruled that the number of off days are not to be counted because the employees are not required to work on said days.

Finally, the NLRC absolved the COLLEGE and Sister Lloren of unfair labor practice, for it was not clearly established that the individual petitioners were dismissed because of their union activities. On the contrary, the COLLEGE did not even oppose the petition for certification election.

Their motion for reconsideration having been denied,[12] petitioners filed the instant petition. They claim that the NLRC committed grave abuse of discretion in finding that the COLLEGE and Sister Lloren were not guilty of illegal dismissal and unfair labor practice, and in not awarding them salary differentials.

The private respondents fully agree with the NLRC. They also clarify that petitioners Noel Aranda, Daniel Restoria, Armina Dagar, Divina Bernardo, and Analyn Jesusa are no longer proper parties. In the Labor Arbiter's decision, the first four petitioners were dropped as complainants for their failure to sign the complaint. Petitioners never questioned this ruling, which therefore became final. As to Jesusa, the NLRC excluded her as a complainant after a finding that she was hired as a secretary, and not as a teacher of the COLLEGE, and that she had already received her separation pay.

The Office of the Solicitor General (OSG) moves for the dismissal of the petition except as to ARROYO. It maintains that all the individual petitioners, except ARROYO, were legally dismissed. As to ARROYO, it submits that the reason why she failed to complete her master's degree could not be solely attributed to her. She initially requested a leave of absence, but the COLLEGE suggested that she teach on a part-time basis because it was in need of teachers at that time. The evidence also indicate that her dismissal was without due process. With regard to the individual petitioners' claim for salary differential, the same is not warranted, as the computation adopted by the COLLEGE which excluded Saturdays and Sundays was correct.

In its own comment, the NLRC moves for the dismissal of the petition and asserts that its challenged decision is supported by the applicable laws and jurisprudence. Anent the contrary position taken by the OSG with respect to ARROYO, it alleges that ARROYO was afforded an opportunity to prove that she actually completed her master's degree; she, however, chose not to. It underscores the fact that a master's degree was a prerequisite before she could be considered a regular teacher.

It must be noted at the outset that, as pointed out by the private respondents, five of the named petitioners - Noel Arandia, Daniel Restoria, Armina Dagar, Divina Bernardo, and Analyn Jesusa - are no longer proper parties in this petition because their exclusion as complainants below had never been questioned and had therefore become

final.

We agree with the OSG that the individual petitioners, with the exception of ARROYO, were legally dismissed.

The charge of unfair labor practice was not substantiated by sufficient evidence. Other than the allegations that the non-renewal of petitioners' appointment coincided with the period they were campaigning for the transformation of their association into a union and that among those dismissed were the president, vice president, and secretary of the union, no substantial evidence was offered to clearly show that the COLLEGE committed acts to prevent the exercise of the employees' right to self-organization.

It is not disputed that the individual petitioners' appointments were not renewed after the expiration thereof in March 1991. It was only in the following month that the union was formally formed and affiliated with NAMAWU, and the petition for certification election was filed. The record shows that the notices of non-renewal were received on March 27 and April 3, 1991.[13] Besides, petitioners failed to controvert the COLLEGE's claim that the appointments of other teachers who were union members were renewed. Likewise, the COLLEGE did not oppose the petition for certification election.

On the issue of whether the individual petitioners were permanent employees, it is the Manual of Regulations for Private Schools, and not the Labor Code, which is applicable. This was settled in *University of Sto. Tomas v. NLRC*,[14] where we explicitly ruled that for a private school teacher to acquire permanent status in employment and, therefore, be entitled to security of tenure, the following requisites must concur: (1) the teacher is a full-time teacher; (2) the teacher must have rendered three (3) consecutive years of service; and (3) such service must have been satisfactory.[15]

Eleven of the individual petitioners were full-time teachers during the school year 1990-1991,[16] but only two, namely, Odiste and Buan had rendered three consecutive years of service. There is no showing, however, that the two were on a full-time basis during those three years and that their services were satisfactory. Evidently, not one of the said teachers can be considered to have acquired a permanent status.

As to ARROYO, it is undisputed that she had been teaching in the COLLEGE since 1965 and had obtained a permanent status; she became a part-time teacher, however, from June 1988 to March 1991.

We are not persuaded by private respondents' argument that ARROYO lost her permanent status when she requested to teach on a part-time basis. The reason for the request was that she wanted to pursue a master's degree. The COLLEGE approved the request, and the study leave was extended for another year. It would have been unjust and unreasonable to allow ARROYO to pursue her master's degree, from which the COLLEGE would have also benefited in terms of her higher learning and experience, and at the same time penalize her with the loss of permanent status. It would as well be absurd and illogical to maintain that by teaching on a part-time basis after obtaining the permission to take up a master's degree, ARROYO relinquished her permanent status.

When ARROYO subsequently requested that she continue teaching on a full-time basis, private respondents in its letter of 27 March 1991 refused, citing as reason her failure "to make use of the privilege granted [her] by the administration regarding [her] study leave in the past four semesters." This letter served as notice of ARROYO's termination from employment. No further notice was served. It must be emphasized that the letter did not indicate that a master's degree was necessary for ARROYO to continue her service, as now claimed by the COLLEGE. In fact, apart from its mere allegation, the COLLEGE failed to prove that a master's degree was a prerequisite for ARROYO's teaching position. ARROYO, a permanent teacher, could only be dismissed for just cause and only after being afforded due process,[17] in light of paragraph (b), Article 277 of the Labor Code.[18]

It is well-settled that the due process contemplated by the law requires twin notices. The first notice apprises the

employee of the particular acts or omissions for which his dismissal is sought, which may be loosely considered as the proper charge; while the second informs the employee of the employer's decision to dismiss him. The latter must come only after the employee is given a reasonable period from receipt of the first notice within which to answer the charge, and ample opportunity to be heard and defend himself with the assistance of his representative, if he so desires.[19]

ARROYO's dismissal was substantively and procedurally flawed. It was effected without just cause and due process. Consequently, her termination from employment was void. She is, therefore, entitled to reinstatement to her former position without loss of seniority rights and other privileges, full back wages inclusive of allowances, and other benefits or their monetary equivalent computed from the date of her actual dismissal to the date of actual reinstatement.[20]

As to the issue of minimum wage under R.A. No. 6727 and Wage Order No. IV-01, we see no reason to depart from the ruling of the NLRC. This case is analogous to that of *PALEA v. PAL*.<sup>[21]</sup> One of the issues involved therein was the computation of the basic daily wage of the airlines' monthly-salaried employees. In resolving this issue, we ruled that off-days are rest days for the worker. Since he is not required to work on such days, he cannot demand corresponding pay. Should he work on an off-day, our labor laws reward him with a premium higher than what he receives when he works on his regular working day. It follows that the divisor in computing his basic daily wage should be the actual working days in a year. The number of off-days is not to be counted precisely because he is not required to work on said days.<sup>[22]</sup>

Section 6 of the Rules Implementing R.A. No. 6727 prescribes the formula in computing the monthly minimum wage. The individual petitioners belong to the category of paragraph (d) thereof, which states:

For those who do not work and are not considered paid on Saturdays and Sundays or rest days:

$$\text{EMR}[\text{EquivalentMonthlyRate}] = \text{ADR} [\text{Average Daily Wage Rate}] \times 262 \text{ days}$$

12

Where 262 days =

250 days - ordinary working days

10 days - Regular holidays

2 days - Special days (If considered paid; If actually worked, this is equivalent to 2.6 days)

---

262 days - Total equivalent number of days

Applied to the individual petitioners who were on a full-time basis and were receiving a monthly salary of P1,994 as against the then applicable minimum wage of P1,943.16, we see no violation of R.A. No. 6727.

Neither was there a violation of Wage Order No. IV-01, which increased the daily minimum wage by P15.00. The delayed adjustment given by the COLLEGE to comply with that Wage Order was sufficient compliance with the law. Applying the formula prescribed in paragraph (d), Section 6 of the Implementing Rules of R.A. No. 6727, the individual petitioners who were full-time teachers were entitled to a salary increase of P327.50, starting 7 November 1990 when Wage Order No. IV-01 took effect until March 1991 when their respective contracts of employment expired. When computed, the salary differential due each of them amounts to P1,637.50. The record shows that each full-time teacher was belatedly paid a lump sum of P2,011.14,<sup>[23]</sup> higher than what was due them.

The record further shows that the petitioners who were part-time teachers were paid certain amounts. However, as held by the Labor Arbiter, they cannot be awarded salary differentials for "lack of sufficient data, like rate per

subject and hours of work."

WHEREFORE, the decision of the National Labor Relations Commission in NLRC Case No. RAB-IV-4-3710-91-RI is AFFIRMED, subject to the modification that private respondent San Ildefonso College is DIRECTED to (1) reinstate petitioner JULIETA ARROYO to her former position at the time of her dismissal, or to any equivalent position if reinstatement to such position is no longer feasible, without loss of seniority rights and benefits that may be due her; and (2) pay her back wages from the date of her actual dismissal to the date of her actual reinstatement.

No pronouncement as to costs.

**SO ORDERED.**

Bellosillo, Vitug, and Quisumbing JJ., concur

Panganiban, J., No part. As a former practicing lawyer, was consulted in matters relevant to this case.

---

[1] Rollo, 72-89. Per Bernardo, I., Comm., with Javier, L. and Tanodra, J., Comms., concurring.

[2] Id., 90-91.

[3] Exhibits "F" and "G"; Original Records (OR), 177-178.

[4] See Exhibit "E"; OR, 176.

[5] Rollo, 19-20.

[6] Id., 66.

[7] Rollo, 63-64.

[8] Rollo, 28-50. Per Labor Arbiter Pedro C. Ramos.

**[9] 182 SCRA 371 [1990].**

[10] She received it on 27 March 1991; OR, 277.

**[11] 70 SCRA 244 [1976].**

[12] Supra note 2.

[13] See Exhibits "15-17"; OR, 135-136.

[14] Supra note 9.

[15] Paragraph 75 of the Manual reads: Full time teachers who have rendered three consecutive years of satisfactory service shall be considered permanent.

[16] Exhibit "16"; OR, 137-140.

[17] Labor v. NLRC, 248 SCRA 183, 202 [1995].

[18] The paragraph reads in part as follows:

(b) Subject to the constitutional right of workers to security of tenure and their right to be protected against dismissal except for a just and authorized cause and without prejudice to the requirement of notice under Article

283 of this Code the employer shall furnish the worker whose employment is sought to be terminated a written notice containing a statement of the causes for termination and shall afford the latter ample opportunity to be heard and to defend himself with the assistance of his representative if he so desires in accordance with company rules and regulations promulgated pursuant to guidelines set by the Department of Labor and Employment. Any decision taken by the employer shall be without prejudice to the right of the worker to contest the validity or legality of his dismissal by filing a complaint with the regional branch of the National Labor Relations Commission. The burden of proving that the termination was for a valid or authorized cause shall rest on the employer.

[19] *Tiu v. NLRC*, 215 SCRA 540, 551-552 [1992]; *Lim v. NLRC*, 259 SCRA 485, 498 [1996].

[20] Article 279 of the Labor Code as amended by R.A. No. 6715; *Bustamante v. NLRC*, 265 SCRA 61, 69-71 [1996]; *Reformist Union of R.B. Liner, Inc. v. NLRC*, 266 SCRA 713, 729-730 [1997]; *De la Cruz v. NLRC*, 268 SCRA 458, 471 [1997].

[21] *Supra* note 11.

[22] *Ibid.*, 252.

[23] Exhibit "16"-"16-C"; OR, 137-140.

**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.