

WOODRIDGE SCHOOL (NOW KNOWN AS WOODRIDGE COLLEGE, INC.), PETITIONER, VS. JOANNE C. PE BENITO AND RANDY T. BALAGUER, RESPONDENTS.

G.R. No. 160240. October 29, 2008

Ponente: NACHURA, J.

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NACHURA, J.:

This is a Petition for Review on Certiorari under Rule 45 of the Rules of Court seeking to set aside the Court of Appeals (CA) Decision[1] dated June 30, 2003 and its Resolution[2] dated September 26, 2003 in CA-G.R. SP No. 75249. The assailed decision in turn set aside the Resolution[3] of the National Labor Relations Commission (NLRC) dated June 28, 2002 in NLRC Case No. RAB-IV-3-13593-01-C (CA No. 030579-02).

The factual and procedural antecedents follow:

Petitioner Woodridge School is a private educational institution located at Woodwinds Village, Molino 6, Bacoar, Cavite. Respondents Joanne C. Pe Benito (Pe Benito) and Randy T. Balaguer (Balaguer) were hired as probationary high school teachers effective June 1998 and June 1999, respectively.[4] Their contracts of employment covered a three (3) year probationary period. Pe Benito handled Chemistry and Physics while Balaguer taught Values Education and Christian Living.[5]

On February 19, 2001, respondents, together with twenty other teachers, presented petitioner with a Manifesto Establishing Relevant Issues Concerning the School[6] raising various issues which they wanted addressed, among which were:

I. NSAT/NEAT ANOMALY:

We emphatically condemn the school's grave act of wrongdoing when it involved itself on the NSAT and NEAT anomaly. We demand that we be given assurance "in writing" that this illegal and immoral conduct will never happen again, otherwise, we will be obligated as moral guardians of the youth to make more proper action.

II. TEACHER'S RIGHT FOR A DUE PROCESS:

We felt betrayed when one of our former colleague[s] who was then regularly employed and was perceived to be harmless and an asset to the school, for no solid basis or apparent investigation conducted by the school, was suddenly expelled from his job.

x x x x

III. ISSUANCE OF INDIVIDUAL CONTRACTS:

We wonder until now even after a number of years have already passed, our copies of individual contracts with the school have not yet been furnished to us. We demand that this legal document will be (sic) issued to us for job security and other legal purposes it may serve.

We also demand that AN APPOINTMENT OF PERMANENCY shall be (sic) given to a permanent teacher from the time the teacher is qualified to be permanent based on the duly set terms/standards of permanency of the school.

IV. NON-CLEAR-CUT SCHOOL POLICIES:

It has been observed and experienced from the past school years and until the present that there are a lot of inconsistencies regarding the school's policies like:

A. Changing of:

- The narrative forms of students
- Grades, and
- Behavioral rating sheets

With these experiences, the teachers felt cheated and that these affect (sic) their sense of worth and credibility. We then ask that the school should as always respect what the teachers deemed to be right and just fitting for the students. After all, the teachers are the ones meeting and facing the students and they know what is due to the students better than (sic) anyone else in the school.

B. Others.[7]

A confrontation between the school administrators and the concerned teachers was held, but no settlement was arrived at.

For failure of the parties to resolve the issues, especially the alleged NSAT/NEAT anomaly, respondents filed a formal complaint against petitioner with the Department of Education, Culture and Sports (DECS)[8] requesting the latter to undertake a formal investigation, institute appropriate charges, and impose proper sanctions against petitioner.[9] During the pendency of the DECS case, and for lack of a positive action from petitioner, respondents appeared on television and spoke over the radio on the alleged NEAT/NSAT anomaly.

On February 28, 2001, petitioner sent two separate Memoranda[10] to respondents placing them under preventive suspension for a period of thirty days on the following grounds: 1) uttering defamatory remarks against the school principal in the presence of their co-teachers; 2) announcing to the students and teachers their alleged immediate termination from service; 3) tardiness; 4) spreading false accusations against petitioner; 5) absence without official leave; and 6) appearing on television and speaking over the radio to malign petitioner. In the same memoranda, respondents were required to explain in writing within seventy-two (72) hours why they should not be terminated from their employment. This prompted respondents to commence an action for illegal suspension before the NLRC. The case was docketed as NLRC NCR CASE NO. RAB-IV-3-13593-01-C.

On March 19, 2001, petitioner issued respondents their Notice of Termination,[11] each to take effect similarly on March 31, 2001, citing the foregoing grounds. In addition, petitioner informed respondents that they did not qualify as regular employees for their failure to meet the performance standards made known to them at the start of their probationary period.

Respondents then amended their initial complaint, to include illegal dismissal.

After the submission of the parties' position papers, on November 29, 2001, Labor Arbiter Vicente R. Layawen rendered a Decision dismissing the complaint.[12] He concluded that the termination of the respondents' probationary employment was justified because of their failure to submit vital teaching documents. Specifically, Pe Benito failed to submit her day book/lesson plans; while Balaguer failed to submit the subject syllabi and he

had no record of class requirements as to quizzes, seatworks, homeworks, and recitation which were supposed to be the bases in rating the students' performance.[13] More importantly, the Labor Arbiter found respondents guilty of serious misconduct warranting their dismissal from service because of maliciously spreading false accusation against the school through the mass media. These acts, according to the Labor Arbiter, made them unfit to remain in the school's roster of teachers.[14] The Labor Arbiter also validated the preventive suspension of respondents for their having used the classroom as venue in spreading uncorroborated charges against petitioner, thus posing a serious threat to petitioner's business and reputation as a respectable institution.[15]

On appeal to the NLRC, the Commission affirmed[16] the Labor Arbiter's disposition in its entirety. The Commission concluded that respondents' acts, taken together, constitute serious misconduct, warranting their dismissal from service.

Aggrieved, respondents elevated the matter to the CA in CA-G.R. SP No. 75249. The CA granted the petition and set aside the NLRC ruling in a decision, the dispositive portion of which reads:

WHEREFORE, premises considered, the present petition is hereby GIVEN DUE COURSE and the writ prayed for accordingly GRANTED. Consequently, the assailed Resolutions of public respondent NLRC are hereby SET ASIDE and a new one is hereby entered declaring the thirty (30)-day suspension of petitioners on February 28, 2001 as illegal and ordering private respondent Woodridge School to pay to both petitioners Joanne C. Pe Benito and Randy T. Balaguer their salaries and benefits accruing during said period of illegal suspension. Woodridge School is also ordered to pay to petitioner Balaguer back wages for the period April 1, 2001 up to March 31, 2002. Finally, it is further ordered to pay each of the petitioners the sums of P50,000.00 as moral damages, P50,000.00 as exemplary damages and attorney's fees equivalent to ten percent (10%) of the total amount due.

No pronouncement as to costs.

SO ORDERED.[17]

The appellate court declared the preventive suspension of respondents invalid because it was based on the alleged violation of school regulations on the wearing of uniform, tardiness or absence, and maliciously spreading false accusations against the school, grounds that do not pose a serious threat to the life or property of the employer or of the workers.[18] Contrary to the Labor Arbiter and the Commission's findings, the CA concluded that respondents' acts do not constitute serious misconduct. Respondents' act of exposing the alleged NSAT/NEAT anomaly, as well as raising the other issues haunting the school administration, only indicates their concern for the integrity of the government examination and of the school. The use of the mass media was simply the respondents' response to the petitioner's inaction on their grievances.[19] No bad faith could be attributed to respondents in acting the way they did.

The appellate court likewise refused to sustain petitioner's contention that respondents failed to qualify for permanent employment, as there was no sufficient evidence to prove the same.[20] The appellate court emphasized that because respondents are probationary employees, legal protection extends only to the period of their probation.[21] The dismissal breached their probationary employment, and being tainted with bad faith, the court upheld the award of moral and exemplary damages.[22]

Aggrieved, petitioner comes before this Court in this petition for review on certiorari, raising the sole issue of:

WHETHER OR NOT THE COURT OF APPEALS COMMITTED SERIOUS ERROR IN GRANTING RESPONDENTS' PETITION FOR CERTIORARI AND IN SETTING ASIDE THE FINDINGS OF BOTH THE NLRC AND THE LABOR ARBITER A QUO.[23]

We deny the petition.

Petitioner asserts that the CA should have outrightly dismissed the petition, because the verification and certificate of non-forum shopping was signed by only one of the respondents, without the authority of the other.[24]

Time and again, we have said that the lack of verification is merely a formal defect that is neither jurisdictional nor fatal. In a proper case, the court may order the correction of the pleading, or act on the unverified pleading, if the attending circumstances are such that the rule may be dispensed with in order to serve the ends of justice. It should be stressed that rules of procedure were conceived and promulgated to effectively aid the court in the dispensation of justice.[25] Verification is mainly intended to secure the assurance that the allegations in the petition are done in good faith or are true and correct and not mere speculation.[26]

In the instant case, this requirement was substantially complied with when one of the petitioners (respondents herein), who undoubtedly had sufficient knowledge and belief to swear to the truth of the allegations in the petition, signed the verification attached to it. Indeed, the Court has ruled in the past that a pleading required by the Rules of Court to be verified may be given due course even without a verification, if the circumstances warrant the suspension of the rules in the interest of justice, as in the present case. [27]

As to the certification against forum shopping, the CA correctly relaxed the Rules in order to serve the ends of justice. While the general rule is that the certificate of non-forum shopping must be signed by all the plaintiffs or petitioners in a case and the signature of only one of them is insufficient, this Court has stressed that the rules on forum shopping, which were designed to promote and facilitate the orderly administration of justice, should not be interpreted with absolute literalness as to subvert its own ultimate and legitimate objective. Strict compliance with the provisions regarding the certificate of non-forum shopping merely underscores its mandatory nature in that the certification cannot be altogether dispensed with or its requirements completely disregarded. It does not, however, interdict substantial compliance with its provisions under justifiable circumstances.[28]

In fact, we have relaxed the rules in a number of cases for two compelling reasons: social justice considerations[29] and the apparent merit[30] of the petition. In light of these jurisprudential pronouncements, the CA should not be faulted in setting aside the procedural infirmity, allowing the petition to proceed and deciding the case on the merits. In rendering justice, courts have always been, as they ought to be, conscientiously guided by the norm that on the balance, technicalities take a backseat vis-à-vis substantive rights, and not the other way around.[31]

Now on the substantive issue of the validity of the dismissal and preventive suspension of respondents.

Petitioner insists that respondents' dismissal from service was lawful and justified by the following grounds: 1) as probationary employees, respondents failed to meet the reasonable standards for their permanent employment; and 2) in publicly accusing petitioner on radio and national television, of dishonesty and wrongdoing, during the pendency of the administrative investigation of the alleged dishonest acts, undertaken by the proper government agency.[32]

Initially, it should be clarified that this controversy revolves only on respondents' probationary employment. On March 31, 2001, the effective date of their dismissal,[33] respondents were not regular or permanent employees; they had not yet completed three (3) years of satisfactory service as academic personnel which would have entitled them to tenure as permanent employees in accordance with the Manual of Regulations for Private Schools.[34] On that date, Pe Benito's contract of employment still had two months to run, while Balaguer's probationary employment was to expire after one year and two months.

A probationary employee is one who, for a given period of time, is being observed and evaluated to determine

whether or not he is qualified for permanent employment. A probationary appointment affords the employer an opportunity to observe the skill, competence and attitude of a probationer. The word "probationary," as used to describe the period of employment, implies the purpose of the term or period. While the employer observes the fitness, propriety and efficiency of a probationer to ascertain whether he is qualified for permanent employment, the probationer at the same time, seeks to prove to the employer that he has the qualifications to meet the reasonable standards for permanent employment.[35]

Probationary employees enjoy security of tenure in the sense that during their probationary employment, they cannot be dismissed except for cause or when he fails to qualify as a regular employee.[36] However, upon expiration of their contract of employment, probationary employees cannot claim security of tenure and compel their employers to renew their employment contracts. In fact, the services of an employee hired on probationary basis may be terminated 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. There is nothing that would hinder the employer from extending a regular or permanent appointment to an employee once the employer finds that the employee is qualified for regular employment even before the expiration of the probationary period. Conversely, if the purpose sought by the employer is neither attained nor attainable within the said period, the law does not preclude the employer from terminating the probationary employment on justifiable ground.[37]

The notices of termination sent by petitioner to respondents stated that the latter failed to qualify as regular employees.[38] However, nowhere in the notices did petitioner explain the details of said "failure to qualify" and the standards not met by respondents. We can only speculate that this conclusion was based on the alleged acts of respondents in uttering defamatory remarks against the school and the school principal;[39] failure to report for work for two or three times;[40] going to class without wearing proper uniform;[41] delay in the submission of class records; and non-submission of class syllabi. Yet, other than bare allegations, petitioner failed to substantiate the same by documentary evidence. Considering that respondents were on probation for three years, and they were subjected to yearly evaluation by the students and by the school administrators (principal and vice-principal), it is safe to assume that the results thereof were definitely documented. As such, petitioner should have presented the evaluation reports and other related documents to support its claim, instead of relying solely on the affidavits of their witnesses. The unavoidable inference, therefore, remains that the respondents' dismissal is invalid.

If respondents could not be dismissed on the above-mentioned ground, could their services have been validly terminated on the ground of serious misconduct?

The Labor Code commands that before an employer may legally dismiss an employee from the service, the requirement of substantial and procedural due process must be complied with.[42] Under the requirement of substantial due process, the grounds for termination of employment must be based on just[43] or authorized causes.[44]

Misconduct is defined as improper or wrong conduct. It is the transgression of some established and definite rule of action, a forbidden act, a dereliction of duty, willful in character, and implies wrongful intent and not mere error of judgment. The misconduct to be serious within the meaning of the Act, must be of such a grave and aggravated character and not merely trivial or unimportant.[45] Such misconduct, however serious, must nevertheless be in connection with the work of the employee to constitute just cause for his separation.[46] It is not sufficient that the act or conduct complained of has violated some established rules or policies. It is equally important and required that the act or conduct must have been performed with wrongful intent.[47]

Petitioner anchored its imputation of serious misconduct principally on the respondents' expose of the

NSAT/NEAT anomaly. Petitioner argues that by appearing on television and speaking over the radio, respondents were undeserving to become part of the school community, and the school, therefore, could not be compelled to retain in its employ such undisciplined teachers.

In this regard, we find it necessary to go back to where the controversy started, when the concerned teachers, including respondents, presented to petitioner a manifesto, setting forth the issues they wanted the school to address. As correctly observed by the CA, the tenor of the manifesto indicated good faith, as the teachers, in fact, expressly stated that their ultimate objective was not to put the school down, but to work for some changes which would be beneficial to the students, teachers, the school and the country as a whole.[48] In their effort to settle the issues amicably, the teachers (including respondents) asked for a dialogue with petitioner but the latter, instead of engaging in creative resolution of the matter, uttered unnecessary statement against respondents. This incident was followed by subsequent acts of petitioner showing abuse of its power over the teachers, especially respondents, who at that time, were under probation. Notwithstanding its claim that respondents were remiss in their duties as teachers during the whole period of probation, it was only after the NSAT/NEAT exposé when petitioner informed respondents of their alleged substandard performance. The chronology of events, therefore, supports the view that respondents' suspension and eventual dismissal from service were tainted with bad faith, as obvious retaliatory acts on the part of petitioner.

The totality of the acts of respondents cannot be characterized as "misconduct" under the law, serious enough to warrant the severe penalty of dismissal. This is especially true because there is no finding of malice or wrongful intent attributable to respondents. We quote with approval the CA's ratiocination in this wise:

Petitioners [respondents herein], along with their colleagues, initiated the dialogue and brought the above issues to the school authorities but the School Principal's reaction was far from what the teachers expected. Instead of taking serious concern and properly addressing the teachers' grievances as expressed in the Manifesto, Mrs. Palabrica got angry and hysterical accusing the petitioners [respondents] of malice and bad faith and even threatened to dismiss them. Petitioners' [respondents'] subsequent media exposé and filing of a formal complaint was necessitated by private respondents' [petitioner's] inaction and refusal to heed their legitimate complaint. Being but a legitimate exercise of their rights as such teachers/educators and as citizens, under the circumstances, We cannot readily impute malice and bad faith on the part of the petitioners [respondents] who, in fact, risked such the harsh consequence of loss of their job and non-renewal of their probationary employment contract just so the issue of the NEAT/NSAT anomaly involving their school would be ventilated in the proper forum as to compel or somehow pressure not only their school but more important, the government's education officials at the DECS to undertake proper and urgent measures. Hardly would such acts in relation to a matter impressed with public interest - i.e. the integrity of the NEAT/NSAT process as a tool designed by the DECS to measure or gauge the achievement level of pupils and students in the schools nationwide - be considered as showing moral depravity or ill will on the part of the petitioners. x x x[49]

In light of this disquisition, it is settled that petitioner failed to comply with the requirement of substantial due process in terminating the employment of respondents.

We now determine whether petitioner had complied with the procedural aspect of lawful dismissal.

In the termination of employment, the employer must (a) give the employee a written notice specifying the ground or grounds of termination, giving to said employee reasonable opportunity within which to explain his side; (b) conduct a hearing or conference during which the employee concerned, with the assistance of counsel if the employee so desires, is given the opportunity to respond to the charge, present his evidence or rebut the evidence presented against him; and (c) give the employee a written notice of termination indicating that upon due consideration of all circumstances, grounds have been established to justify his termination.[50]

Suffice it to state that respondents were afforded their rights to answer to petitioner's allegation and were given the opportunity to present evidence in support of their defense. Nowhere in any of their pleadings did they question the procedure for their termination except to challenge the ground relied upon by petitioner. Ostensibly, therefore, petitioner had complied with the procedural aspect of due process in terminating the employment of respondents. However, we still hold that the dismissal is illegal, because of petitioner's failure to satisfy the substantive aspect thereof, as discussed above.

We are not unmindful of the equally important right of petitioner, as employer, under our Constitution, to be protected in their property and interest. Nevertheless, the particular circumstances surrounding this case convince us that the supreme penalty of dismissal upon respondents is not justified. The law regards the workers with compassion. This is not only because of the law's concern for the workingman. There is, in addition, his family to consider. Unemployment brings untold hardships and sorrows on those dependent upon the wage-earner.[51]

Respondents likewise questioned their preventive suspension, but the Labor Arbiter and the NLRC sustained its validity. The CA, on the other hand, declared the same to be illegal. Thus, petitioner insists that respondents' preventive suspension was proper, in view of the latter's acts of utilizing their time, not to teach, but to spread rumors that the former was about to cease operation.[52]

The law is clear on this matter. While the employer may place the worker concerned under preventive suspension, it can do so only if the latter's continued employment poses a serious and imminent threat to the life or property of the employer or of his co-workers.[53] In this case, the grounds relied upon by petitioner in placing respondents under preventive suspension were the alleged violation of school rules and regulations on the wearing of uniform, tardiness or absence, and maliciously spreading false accusations against the school.[54] These grounds do not, in any way, pose a threat to the life or property of the school, of the teachers or of the students and their parents. Hence, we affirm the CA's conclusion that respondents' preventive suspension was illegal.

As probationary employees, respondents' security of tenure is limited to the period of their probation - for Pe Benito, until June 2001[55] and for Balaguer, June 2002.[56] As they were no longer extended new appointments, they are not entitled to reinstatement and full backwages. Rather, Pe Benito is only entitled to her salary for her 30-day preventive suspension.[57] As to Balaguer, in addition to his 30-day salary during his illegal preventive suspension, he is entitled to his backwages for the unexpired term of his contract of probationary employment.

Lastly, petitioner faults the appellate court for awarding moral and exemplary damages in favor of respondents despite lack of sufficient basis to support the award.[58]

A dismissed employee is entitled to moral damages when the dismissal is attended by bad faith or fraud; or constitutes an act oppressive to labor; or is done in a manner contrary to good morals, good customs or public policy. Exemplary damages, on the other hand, may be awarded if the dismissal is effected in a wanton, oppressive or malevolent manner.[59] The award of said damages cannot be justified solely upon the premise that the employer fired his employee without just cause or due process. It is necessary that additional facts be pleaded and proven that the act of dismissal was attended by bad faith, fraud, et al., and that social humiliation, wounded feelings and grave anxiety resulted therefrom.[60]

Be that as it may, we find the award of moral and exemplary damages proper, as we quote with approval the CA's justification for the award, thus:

At any rate, there is no question that both petitioners [respondents herein] are entitled to the award of moral and exemplary damages, in view of the proven acts done in bad faith on the part of private respondents [petitioner herein] who threatened petitioners' [respondents'] immediate dismissal when the Manifesto was presented by petitioners [respondents], berating and verbally castigating petitioner [respondent] Pe Benito,

portraying them as mere detractors in an open letter to the parents who were merely motivated by the design to malign the integrity of the school. x x x We find such bad faith on the part of private respondents [petitioner] in effectively exerting pressure to silence the petitioners [respondents] regarding their legitimate grievances against the school as sufficiently established in the records, private respondents' [petitioner's] actuations having sullied the professional integrity of the petitioners [respondents] and divided the faculty members on the controversy. For such unjustified acts in relation to the NEAT/NSAT controversy that resulted to loss, prejudice and damage to petitioners [respondents], private respondents [petitioner] are liable for moral and exemplary damages.[61]

WHEREFORE, premises considered, the petition is hereby DENIED. The Court of Appeals Decision and Resolution dated June 30, 2003 and September 26, 2003, respectively, in CA-G.R. SP No. 75249, are AFFIRMED.

SO ORDERED.

Ynares-Santiago, (Chairperson), Carpio,[*] Azcuna,**] and Chico-Nazario, JJ., concur.

[*] Additional member in lieu of Associate Justice Ma. Alicia Austria-Martinez per Special Order No. 531 dated October 20, 2008.

**] Additional member in lieu of Associate Justice Ruben T. Reyes per Special Order No. 521 dated September 29, 2008.

[1] Penned by Associate Justice Martin S. Villarama, Jr., with Associate Justices Elvi John S. Asuncion and Mario L. Guariña III, concurring; rollo, pp. 47-61.

[2] Rollo, pp. 63-65.

[3] Id. at 256-270.

[4] Evidenced by their respective Contracts of Employment, id. at 92-93.

[5] Rollo, p. 48.

[6] Id. at 132-134.

[7] Id. at 132-133.

[8] Now Department of Education.

[9] Rollo, pp. 135-136.

[10] Id. at 100-103.

[11] Id. at 105-108.

[12] CA rollo, pp. 35-43.

[13] Id. at 41.

[14] Id. at 41-43.

[15] Id. at 43.

[16] Penned by Commissioner Tito F. Genilo, with Presiding Commissioner Lourdes C. Javier and Commissioner

Ireneo B. Bernardo, concurring; id. at 45-58.

[17] Rollo, pp. 60-61.

[18] Id. at 53-54.

[19] Id. at 55-59.

[20] Id. at 59.

[21] Id. at 60.

[22] Id.

[23] Id. at 407.

[24] Id. at 425-428.

[25] Ballao v. Court of Appeals, G.R. No. 162342, October 11, 2006, 504 SCRA 227, 233.

[26] Kimberly Independent Labor Union for Solidarity, Activism and Nationalism (KILUSAN) - Organized Labor Associations in Line Industries and Agriculture (OLALIA) v. Court of Appeals, G.R. Nos. 149158-59, July 24, 2007, 528 SCRA 45, 60; Ateneo de Naga University v. Manalo, G.R. No. 160455, May 9, 2005, 458 SCRA 325, 334.

[27] Linton Commercial Co., Inc. v. Hellera, G.R. No. 163147, October 10, 2007, 535 SCRA 434,446.

[28] San Miguel Corporation v. Aballa, G.R. No. 149011, June 28, 2005, 461 SCRA 392, 411.

[29] Kimberly Independent Labor Union for Solidarity, Activism and Nationalism (KILUSAN) - Organized Labor Associations in Line Industries and Agriculture (OLALIA) v. Court of Appeals, supra note 26; Estribillo v. Department of Agrarian Reform, G.R. No. 159674, June 30, 2006, 494 SCRA 218; Damasco v. National Labor Relations Commission, G.R. Nos. 115755 & 116101, December 4, 2000, 346 SCRA 714.

[30] Estribillo v. Department of Agrarian Reform, supra; San Miguel Corporation v. Aballa, supra note 28; De Guia v. De Guia, G.R. No. 135384, April 4, 2001, 356 SCRA 287.

[31] Kimberly Independent Labor Union for Solidarity, Activism and Nationalism (KILUSAN) - Organized Labor Associations in Line Industries and Agriculture (OLALIA) v. Court of Appeals, supra note 26, at 60; Ballao v. Court of Appeals, supra note 25, at 233.

[32] Rollo, pp. 412-423.

[33] Per Notices of Termination issued by the petitioner; see rollo, pp. 105-108.

[34] Section 92, Manual of Regulations for Private Schools, (1995 ed.) provides:

Section 92. Probationary Period. Subject in all instances to compliance with Department and school requirements, the probationary period for academic personnel shall not be more than three (3) consecutive years of satisfactory service for those in the elementary and secondary levels, six (6) consecutive regular semesters of satisfactory service for those in the tertiary level, and nine (9) consecutive trimesters of satisfactory service for those in the tertiary level where collegiate courses are offered on the trimester basis.

[35] Escorpizo v. University of Baguio, 366 Phil. 166, 175-176 (1999).

[36] Lacuesta v. Ateneo de Manila University, G.R. No. 152777, December 9, 2005, 477 SCRA 217, 225;

Escorpizo v. University of Baguio, id. at 33.

[37] Escorpizo v. University of Baguio, supra, at 33.

[38] Rollo, pp. 105-108.

[39] Id. at 100.

[40] Id. at 100-101.

[41] Id. at 100.

[42] National Labor Relations Commission v. Salgarino, G.R. No. 164376, July 31, 2006, 497 SCRA 361, 374.

[43] The following are the just causes of termination of employment, as provided for in Article 282 of the Labor Code, thus:

Art. 282. TERMINATION BY EMPLOYER

An employer may terminate an employment for any of the following 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.

[44] The following are the authorized causes of termination as provided for in Articles 283 and 284 of the Labor Code, viz.:

ART. 283. CLOSURE OF ESTABLISHMENT AND REDUCTION OF PERSONNEL

The employer may also terminate the employment of any employee due to the installation of labor-saving devices, redundancy, retrenchment to prevent losses or the closing or cessation of operation of the establishment or undertaking unless the closing is for the purpose of circumventing the provisions of the Title, x x x.

ART. 284. DISEASE AS GROUND FOR TERMINATION

An employer may terminate the services of an employee who has been found to be suffering from any disease and whose continued employment is prohibited by law or is prejudicial to his health as well as to the health of his co-employees: x x x.

[45] National Labor Relations Commission v. Salgarino, supra note 42, at 375; Colegio de San Juan de Letran - Calamba v. Villas, 447 Phil. 692, 699 (2003).

[46] National Labor Relations Commission v. Salgarino, supra note 42, at 375-376.

[47] Id. at 376.

[48] Rollo, p. 56.

[49] Id. at 58-59.

[50] National Labor Relations Commission v. Salgarino, *supra* note 42, at 381-382, citing Agabon v. National Labor Relations Commission, 442 SCRA 573, 608 (2004).

[51] National Labor Relations Commission v. Salgarino, *supra* note 42.

[52] Rollo, pp. 423-425.

[53] Omnibus Rules Implementing the Labor Code, Book V, Rule XXIII, Sec. 8; Gatbonton v. National Labor Relations Commission, G.R. No. 146779, January 23, 2006, 479 SCRA 416, 422; Valiao v. Court of Appeals, 479 Phil. 459, 472 (2004).

[54] Rollo, pp. 53-54.

[55] The contract of employment specifically stated that the probationary period was three (3) years and the contract was to take effect for three (3) years. Since the contract took effect in June 1998, it expired in June 2001; *id.* at 92.

[56] The contract of employment specifically stated that the probationary period was three (3) years and the contract was to take effect for three (3) years. Since the contract took effect in June 1999, it expired in June 2002; *id.* at 93.

[57] Although Pe Benito's contract expired in June 2001 and she was dismissed from the service effective March 31, 2001, she is not entitled to her salary for the months of April and May because it was specifically stated in her contract of employment that she was only entitled to her 10-month salary which is the period when she actually rendered her service; *id.* at 92.

[58] Rollo, pp. 428-429.

[59] Quadra v. Court of Appeals, G.R. No. 147593, July 31, 2006, 497 SCRA 221, 227.

[60] Gatbonton v. National Labor Relations Commission, *supra* note 53, at 426, citing Cocoland Development Corporation v. NLRC, 328 Phil. 351, 365-366 (1996).

[61] Rollo, p. 60.

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