

## **POSEIDON FISHING/TERRY DE JESUS, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION AND JIMMY S. ESTOQUIA, RESPONDENTS.**

*G.R. NO. 168052. February 20, 2006*

Ponente: CHICO-NAZARIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-168052/>

---

### **CHICO-NAZARIO, J.:**

Article 280 of the Labor Code, in its truest sense, distinguishes between regular and casual employees to protect the interests of labor. Its language evidently manifests the intent to safeguard the tenurial interest of the worker who may be denied the rights and benefits due a regular employee by virtue of lopsided agreements with the economically powerful employer who can maneuver to keep an employee on a casual status for as long as convenient.[1]

This petition assails the Decision[2] of the Court of Appeals dated 14 March 2005 in CA-G.R. SP No. 81140 entitled, “Poseidon Fishing/Terry De Jesus v. National Labor Relations Commission and Jimmy S. Estoquia” which affirmed that of the National Labor Relations Commission (NLRC). The NLRC had affirmed with modification the Decision dated 5 December 2000 of Labor Arbiter Melquiades Sol D. Del Rosario in NLRC-NCR Case No. 00-07-03625-00, declaring private respondent to have been illegally dismissed and entitled to backwages and separation pay.

As thoroughly told by the Court of Appeals and the Labor Arbiter, the particulars are beyond dispute:

Petitioner Poseidon Fishing is a fishing company engaged in the deep-sea fishing industry. Its various vessels catch fish in the outlying islands of the Philippines, which are traded and sold at the Navotas Fish Port. One of its boat crew was private respondent Jimmy S. Estoquia.[3] Petitioner Terry de Jesus is the manager of petitioner company.

Private respondent was employed by Poseidon Fishing in January 1988 as Chief Mate. After five years, he was promoted to Boat Captain. In 1999, petitioners, without reason, demoted respondent from Boat Captain to Radio Operator of petitioner Poseidon.[4] As a Radio Operator, he monitored the daily activities in their office and recorded in the duty logbook the names of the callers and time of their calls.[5]

On 3 July 2000, private respondent failed to record a 7:25 a.m. call in one of the logbooks. However, he was able to record the same in the other logbook. Consequently, when he reviewed the two logbooks, he noticed that he was not able to record the said call in one of the logbooks so he immediately recorded the 7:25 a.m. call after the 7:30 a.m. entry.[6]

Around 9:00 o’clock in the morning of 4 July 2000, petitioner Terry de Jesus detected the error in the entry in the logbook. Subsequently, she asked private respondent to prepare an incident report to explain the reason for the said oversight.[7]

At around 2:00 o’clock in the afternoon of that same day, petitioner Poseidon’s secretary, namely Nenita

Laderas, summoned private respondent to get his separation pay amounting to Fifty-Five Thousand Pesos (P55,000.00). However, he refused to accept the amount as he believed that he did nothing illegal to warrant his immediate discharge from work.[8]

Rising to the occasion, private respondent filed a complaint for illegal dismissal on 11 July 2000 with the Labor Arbiter, alleging nonpayment of wages with prayer for back wages, damages, attorney's fees, and other monetary benefits.

In private respondent's position paper, he averred that petitioner Poseidon employed him as a Chief Mate sometime in January 1988. He claimed that he was promoted to the position of Boat Captain five years after. However, in 1999, he was demoted from Boat Captain to Radio Operator without any reason and shortly, he was terminated without just cause and without due process of law.

Conversely, petitioners Poseidon and Terry de Jesus strongly asserted that private respondent was a contractual or a casual employee whose services could be terminated at the end of the contract even without a just or authorized cause in view of Article 280 of the Labor Code, which 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 preceding paragraph: Provided, That any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such actually exists. (Emphasis supplied.)

Petitioners further posited that when the private respondent was engaged, it was made clear to him that he was being employed only on a "por viaje" or per trip basis and that his employment would be terminated at the end of the trip for which he was being hired. As such, the private respondent could not be entitled to separation pay and other monetary claims.

On 5 December 2000, following the termination of the hearing of the case, the Labor Arbiter decided in favor of private respondent. The Labor Arbiter held that even if the private respondent was a casual employee, he became a regular employee after a period of one year and, thereafter, had attained tenurial security which could only be lost due to a legal cause after observing due process. The dispositive portion of the Decision reads:

CONFORMABLY WITH THE FOREGOING, judgment is hereby rendered finding complainant to have been illegally dismissed and so must immediately be reinstated to his former position as radio operator and paid by respondent[s] in solidum his backwages which as of December 3, 2000 had already accumulated in the sum of P35,880.00 plus his unpaid one (1) week salary in the sum of P1,794.00.

Respondents are further ordered to pay attorney's fees in a sum equivalent to 10% of the awarded claims.[9]

Consequently, the petitioners filed their Memorandum of Appeal with the NLRC for the reversal of the aforesaid decision. On 24 September 2002, the NLRC affirmed the decision of the Labor Arbiter with the modification, inter alia, that: (a) the private respondent would be paid his separation pay equivalent to one-half of his monthly pay for every year of service that he has rendered in lieu of reinstatement; and (b) an amount equivalent to six months salary should be deducted from his full backwages because it was his negligence in the performance of his

work that brought about his termination. It held:

WHEREFORE, the decision is modified as follows:

- The amount equivalent to six (6) months salary is to be deducted from the total award of backwages;
- The respondent is ordered to pay complainant separation pay equivalent to one-half (1/2) month pay for every year of service counted from 1998; x x x
- The respondent is ordered to pay complainant's unpaid wages in the amount of P1,794.00; and
- Respondent is ordered to pay attorney's fees in a sum equivalent to ten percent (10%) of the awarded claims.[10]

Petitioners moved for the reconsideration of the NLRC decision, but were denied in a Resolution dated 29 August 2003.

Petitioners filed a Petition for Certiorari with the Court of Appeals, imputing grave abuse of discretion, but the Court of Appeals found none. The following is the fallo of the decision:

WHEREFORE, the foregoing premises considered, the instant petition is hereby DENIED.[11]

In a last attempt at vindication, petitioners filed the present petition for review with the following assignment of errors:

I.

THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT THE RESPONDENT WAS A REGULAR EMPLOYEE WHEN IN TRUTH HE WAS A CONTRACTUAL/PROJECT/SEASONAL EMPLOYEE.

II.

THE HONORABLE COURT OF APPEALS ERRED IN HOLDING THAT THE RESPONDENT WAS ILLEGALLY DISMISSED FROM EMPLOYMENT.

III.

THE HONORABLE COURT OF APPEALS ERRED IN NOT CONSIDERING THE RESPONDENT A SEASONAL EMPLOYEE AND APPLYING THE RULING IN RJI MARTINEZ FISHING CORPORATION vs. NLRC THAT "THE ACTIVITY OF FISHING IS A CONTINUOUS PROCESS AND COULD HARDLY BE CONSIDERED AS SEASONAL IN NATURE."

IV.

THE HONORABLE COURT OF APPEALS ERRED IN HOLDING THAT THE RESPONDENT IS ENTITLED TO BACKWAGES, SEPARATION PAY, ATTORNEY'S FEES AND OTHER MONETARY BENEFITS.

V.

THE HONORABLE COURT OF APPEALS ERRED IN NOT RESOLVING THE PRAYER FOR THE ISSUANCE OF PRELIMINARY INJUNCTION AND/OR TEMPORARY RESTRAINING ORDER.[12]

The fundamental issue entails the determination of the nature of the contractual relationship between petitioners and private respondent, i.e., was private respondent a regular employee at the time his employment was terminated on 04 July 2000?

Asserting their right to terminate the contract with private respondent per the “Kasunduan” with him, petitioners pointed to the provision thereof stating that he was being employed only on a “por viaje” basis and that his employment would be terminated at the end of the trip for which he was being hired, to wit:

NA, kami ay sumasang-ayon na MAGLINGKOD at GUMAWA ng mga gawaing magmula sa pag-alis ng lantsa sa pondohan sa Navotas patungo sa palakayahan; pabalik sa pondohan ng lantsa sa Navotas hanggang sa paghango ng mga kargang isda.[13]

Petitioners lament that fixed-term employment contracts are recognized as valid under the law notwithstanding the provision of Article 280 of the Labor Code. Petitioners theorize that the Civil Code has always recognized the validity of contracts with a fixed and definite period, and imposes no restraints on the freedom of the parties to fix the duration of the contract, whatever its object, be it species, goods or services, except the general admonition against stipulations contrary to law, morals, good customs, public order and public policy. Quoting *Brent School Inc. v. Zamora*,<sup>[14]</sup> petitioners are hamstrung on their reasoning that under the Civil Code, fixed-term employment contracts are not limited, as they are under the present Labor Code, to those that by their nature are seasonal or for specific projects with pre-determined dates of completion as they also include those to which the parties by free choice have assigned a specific date of termination. Hence, persons may enter into such contracts as long as they are capacitated to act, petitioners bemoan.

We are far from persuaded by petitioners’ ratiocination.

Petitioners’ construal of *Brent School, Inc. v. Zamora*, has certainly gone astray. The subject of scrutiny in the Brent case was the employment contract inked between the school and one engaged as its Athletic Director. The contract fixed a specific term of five years from the date of execution of the agreement. This Court upheld the validity of the contract between therein petitioner and private respondent, fixing the latter’s period of employment. This Court laid down the following criteria for judging the validity of such fixed-term contracts, to wit:

Accordingly, and since the entire purpose behind the development of legislation culminating in the present Article 280 of the Labor Code clearly appears to have been, as already observed, to prevent circumvention of the employee’s right to be secure in his tenure, the clause in said article indiscriminately and completely ruling out all written or oral agreements conflicting with the concept of regular employment as defined therein should be construed to refer to the substantive evil that the Code itself has singled out: agreements entered into precisely to circumvent security of tenure. It should have no application to instances where a fixed period of employment was agreed upon knowingly and voluntarily by the parties, without any force, duress or improper pressure being brought to bear upon the employee and absent any other circumstances vitiating his consent, or where it satisfactorily appears that the employer and employee dealt with each other on more or less equal terms with no moral dominance whatever being exercised by the former over the latter. Unless thus limited in its purview, the law would be made to apply to purposes other than those explicitly stated by its framers; it thus becomes pointless and arbitrary, unjust in its effects and apt to lead to absurd and unintended consequences.[15] (Emphasis supplied.)

Brent cited some familiar examples of employment contracts which may neither be for seasonal work nor for specific projects, but to which a fixed term is an essential and natural appurtenance, i.e., overseas employment contracts, appointments to the positions of dean, assistant dean, college secretary, principal, and other administrative offices in educational institutions, which are by practice or tradition rotated among the faculty members, and where fixed terms are a necessity without which no reasonable rotation would be possible.[16] Thus, in Brent, the acid test in considering fixed-term contracts as valid is: if from the circumstances it is apparent that periods have been imposed to preclude acquisition of tenurial security by the employee, they should be disregarded for being contrary to public policy.

On the same tack as Brent, the Court in *Pakistan International Airlines Corporation v. Ople*,<sup>[17]</sup> ruled in this wise:

It is apparent from Brent School that the critical consideration is the presence or absence of a substantial indication that the period specified in an employment agreement was designed to circumvent the security of tenure of regular employees which is provided for in Articles 280 and 281 of the Labor Code. This indication must ordinarily rest upon some aspect of the agreement other than the mere specification of a fixed term of the employment agreement, or upon evidence aliunde of the intent to evade.

Consistent with the pronouncements in these two earlier cases, the Court, in *Cielo v. National Labor Relations Commission*,<sup>[18]</sup> did not hesitate to nullify employment contracts stipulating a fixed term after finding that “the purpose behind these individual contracts was to evade the application of the labor laws.”

In the case under consideration, the agreement has such an objective - to frustrate the security of tenure of private respondent- and fittingly, must be nullified. In this case, petitioners’ intent to evade the application of Article 280 of the Labor Code is unmistakable. In a span of 12 years, private respondent worked for petitioner company first as a Chief Mate, then Boat Captain, and later as Radio Operator. His job was directly related to the deep-sea fishing business of petitioner Poseidon. His work was, therefore, necessary and important to the business of his employer. Such being the scenario involved, private respondent is considered a regular employee of petitioner under Article 280 of the Labor Code, the law in point, which 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 preceding paragraph: Provided, That any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such actually exists. (Emphasis supplied.)

Moreover, unlike in the Brent case where the period of the contract was fixed and clearly stated, note that in the case at bar, the terms of employment of private respondent as provided in the *Kasunduan* was not only vague, it also failed to provide an actual or specific date or period for the contract. As adroitly observed by the Labor Arbiter:

There is nothing in the contract that says complainant, who happened to be the captain of said vessel, is a casual, seasonal or a project worker. The date July 1 to 31, 1998 under the heading “Pagdating” had been placed there merely to indicate the possible date of arrival of the vessel and is not an indication of the status of employment of the crew of the vessel.

Actually, the exception under Article 280 of the Labor Code in which the respondents have taken refuge to justify its position does not apply in the instant case. The proviso, “Except where the employment has been fixed for a specific project or undertaking the completion or determination 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.” (Article 280 Labor Code), is inapplicable because the very contract adduced by respondents is unclear and uncertain. The *kasunduan* does not specify the duration that complainant had been hired x x x.<sup>[19]</sup> (Emphasis supplied.)

Furthermore, as petitioners themselves admitted in their petition before this Court, private respondent was

repeatedly hired as part of the boat's crew and he acted in various capacities onboard the vessel. In *Integrated Contractor and Plumbing Works, Inc. v. National Labor Relations Commission*,<sup>[20]</sup> we held that the test to determine whether employment is regular or not is the reasonable connection between the particular activity performed by the employee in relation to the usual business or trade of the employer. And, if the employee has been performing the job for at least one year, even if the performance is not continuous or merely intermittent, the law deems the repeated and continuing need for its performance as sufficient evidence of the necessity, if not indispensability of that activity to the business. <sup>[21]</sup>

In *Bustamante v. National Labor Relations Commission*,<sup>[22]</sup> the Court expounded on what are regular employees under Article 280 of the Labor Code, viz:

It is undisputed that petitioners were illegally dismissed from employment. Article 280 of the Labor Code, states:

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 preceding paragraph: Provided, that, any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exists.

This provision draws a line between regular and casual employment, a distinction however often abused by employers. The provision enumerates two (2) kinds of employees, the regular employees and the casual employees. The regular employees consist of the following:

- 1) those engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer; and
- 2) those who have rendered at least one year of service whether such service is continuous or broken.<sup>[23]</sup>

Ostensibly, in the case at bar, at different times, private respondent occupied the position of Chief Mate, Boat Captain, and Radio Operator. In petitioners' interpretation, however, this act of hiring and re-hiring actually highlight private respondent's contractual status saying that for every engagement, a fresh contract was entered into by the parties at the outset as the conditions of employment changed when the private respondent filled in a different position. But to this Court, the act of hiring and re-hiring in various capacities is a mere gambit employed by petitioner to thwart the tenurial protection of private respondent. Such pattern of re-hiring and the recurring need for his services are testament to the necessity and indispensability of such services to petitioners' business or trade.<sup>[24]</sup>

Petitioners would brush off private respondent's length of service by stating that he had worked for the company merely for several years<sup>[25]</sup> and that in those times, his services were not exclusive to petitioners. On the other hand, to prove his claim that he had continuously worked for petitioners from 1988 to 2000, private respondent submitted a copy of his payroll<sup>[26]</sup> from 30 May 1988 to October 1988 and a copy of his SSS Employees Contributions<sup>[27]</sup> as of the year 2000. These documents were submitted by private respondent in order to benchmark his claim of 12 years of service. Petitioners, however, failed to submit the pertinent employee files,

payrolls, records, remittances and other similar documents which would show that private respondent's work was not continuous and for less than 12 years. Inasmuch as these documents are not in private respondent's possession but in the custody and absolute control of petitioners, their failure to refute private respondent's evidence or even categorically deny private respondent's allegations lead us to no other conclusion than that private respondent was hired in 1988 and had been continuously in its employ since then. Indeed, petitioners' failure to submit the necessary documents, which as employers are in their possession, gives rise to the presumption that their presentation is prejudicial to its cause.[28]

To recapitulate, it was after 12 long years of having private respondent under its wings when petitioners, possibly sensing a brewing brush with the law as far as private respondent's employment is concerned, finally found a loophole to kick private respondent out when the latter failed to properly record a 7:25 a.m. call. Capitalizing on this faux pas, petitioner summarily dismissed private respondent. On this note, we disagree with the finding of the NLRC that private respondent was negligent on account of his failure to properly record a call in the log book. A review of the records would ineluctably show that there is no basis to deduct six months' worth of salary from the total separation pay that private respondent is entitled to. We note further that the NLRC's finding clashes with that of the Labor Arbiter which found no such negligence and that such inadvertence on the part of private respondent, at best, constitutes simple negligence punishable only with admonition or suspension for a day or two.

As the records bear out, private respondent himself seasonably realized his oversight and in no time recorded the 7:25 a.m. call after the 7:30 a.m. call. Gross negligence under Article 282 of the Labor Code, [29] as amended, connotes want of care in the performance of one's duties, while habitual neglect implies repeated failure to perform one's duties for a period of time, depending upon the circumstances.[30] Here, it is not disputed that private respondent corrected straight away the recording of the call and petitioners failed to prove the damage or injury that such inadvertence caused the company. We find, as the Labor Arbiter[31] had found, that there is no sufficient evidence on record to prove private respondent's negligence, gross or simple for that matter, in the performance of his duties to warrant a reduction of six months salary from private respondent's separation pay. Moreover, respondent missed to properly record, not two or three calls, but just a single call. It was also a first infraction on the part of private respondent, not to mention that the gaffe, if at all, proved to be innocuous. Thus, we find such slip to be within tolerable range. After all, is it not a rule[32] that in carrying out and interpreting the provisions of the Labor Code and its implementing regulations, the workingman's welfare should be primordial?

Petitioners next assert that deep-sea fishing is a seasonal industry because catching of fish could only be undertaken for a limited duration or seasonal within a given year. Thus, according to petitioners, private respondent was a seasonal or project employee.

We are not won over.

As correctly pointed out by the Court of Appeals, the "activity of catching fish is a continuous process and could hardly be considered as seasonal in nature." [33] In *Philex Mining Corp. v. National Labor Relations Commission*, [34] we defined project employees as those workers hired (1) for a specific project or undertaking, and (2) the completion or termination of such project has been determined at the time of the engagement of the employee. The principal test for determining whether particular employees are "project employees" as distinguished from "regular employees," is whether or not the "project employees" were assigned to carry out a "specific project or undertaking," the duration and scope of which were specified at the time the employees were engaged for that project. In this case, petitioners have not shown that private respondent was informed that he will be assigned to a "specific project or undertaking." As earlier noted, neither has it been established that he was informed of the duration and scope of such project or undertaking at the time of their engagement.

More to the point, in *Maraguinot, Jr. v. National Labor Relations Commission*,<sup>[35]</sup> we ruled that once a project or work pool employee has been: (1) continuously, as opposed to intermittently, re-hired by the same employer for the same tasks or nature of tasks; and (2) these tasks are vital, necessary and indispensable to the usual business or trade of the employer, then the employee must be deemed a regular employee.

In fine, inasmuch as private respondent's functions as described above are no doubt "usually necessary or desirable in the usual business or trade" of petitioner fishing company and he was hired continuously for 12 years for the same nature of tasks, we are constrained to say that he belongs to the ilk of regular employee. Being one, private respondent's dismissal without valid cause was illegal. And, where illegal dismissal is proven, the worker is entitled to back wages and other similar benefits without deductions or conditions.<sup>[36]</sup>

Indeed, it behooves this Court to be ever vigilant in checking the unscrupulous efforts of some of our entrepreneurs, primarily aimed at maximizing their return on investments at the expense of the lowly workingman.<sup>[37]</sup>

WHEREFORE, the present petition is hereby DENIED. The Decision of the Court of Appeals dated 14 March 2005 in CA-G.R. SP No. 81140 is hereby AFFIRMED WITH MODIFICATION by deleting the reduction of an amount equivalent to six months of pay from private respondent's separation pay. The case is remanded to the Labor Arbiter for further proceedings solely for the purpose of determining the monetary liabilities of petitioners in accordance with the decision. The Labor Arbiter is ORDERED to submit his compliance thereon within thirty (30) days from notice of this decision, with copies furnished to the parties. Costs against petitioners.

SO ORDERED.

Panganiban, C.J., (Chairman), Ynares-Santiago and Austria-Martinez, JJ., concur. Callejo, Sr., J. on leave.

[1] *Bustamante v. National Labor Relations Commission*, 325 Phil. 415, 422 (1996), citing *Baguio Country Club Corporation v. National Labor Relations Commission*, G.R. No. 71662, 28 February 1992, 206 SCRA 643, 649.

[2] Penned by Associate Justice Jose C. Reyes, Jr. with Associate Justices Delilah Vidallon-Magtolis and Perlita J. Tria Tirona, concurring. Rollo, pp. 70-81.

[3] *Id.*, p. 71.

[4] *Id.*

[5] *Id.*, pp. 140-141.

[6] *Id.*, p. 141.

[7] *Id.*

[8] *Id.*

[9] *Id.*, p. 146.

[10] *Id.*, pp. 174-175.

[11] *Id.*, p. 81.

[12] *Id.*, p. 16.

[13] *Id.*, p. 19.

[14] G.R. No. 48494, 05 February 1990, 181 SCRA 702, 714.

[15] *Id.*, p. 716.

[16] *Id.*, p. 714.

[17] G.R. No. 61594, 28 September 1990, 190 SCRA 90, 102.

[18] G.R. No. 78693, 28 January 1991, 193 SCRA 410, 415.

[19] *Rollo*, p. 143.

[20] G.R. No. 152427, 09 August 2005, 466 SCRA 265, 273.

[21] *Id.*

[22] *Supra* note 1.

[23] *Id.*, p. 421.

[24] *Integrated Contractor and Plumbing Works, Inc. v. National Labor Relations Commission*, *supra* note 20, p. 273.

[25] *Rollo*, 24.

[26] *Id.*, p. 132.

[27] *Id.*, p. 133.

[28] *Mayon Hotel & Restaurant v. Rolando Adana*, G.R. No. 157634, 16 May 2005, 458 SCRA 609, 644.

[29] Article 282 of the Labor Code enumerates the just causes for termination by the employer: (a) serious misconduct or willful disobedience by the employee of the lawful orders of his employer or the latter's representative in connection with the employee's 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 his 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. See *Agabon v. National Labor Relations Commission*, G.R. No. 158693, 17 November 2004, 442 SCRA 573, 605.

[30] *Chua v. National Labor Relations Commission*, G.R. No. 146780, 11 March 2005, 453 SCRA 244, 254.

[31] *Rollo*, p. 144.

[32] *Salinas, Jr. v. National Labor Relations Commission*, 377 Phil. 55, 65-66 (1999).

[33] *Rollo*, p. 78, citing *RJL Martinez Fishing Corporation v. National Labor Relations Commission*, 212 Phil. 417, 424 (1984).

[34] 371 Phil. 48, 57 (1999).

[35] 348 Phil. 580, 606 (1998).

[36] *Caurdanetaan Piece Workers Union v. Laguesma*, 350 Phil. 35, 73 (1998). Article 279 of the Labor Code states:

ART. 279. Security of Tenure. – In cases of regular employment, the employer shall not terminate the services of

an employee except for a just cause or when authorized by this Title. An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.

[37] *Aurora Land Project Corp. v. National Labor Relations Commission*, 334 Phil. 44, 48 (1997).

**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.