MAGIS YOUNG ACHIEVERS’ LEARNING CENTER AND MRS. VIOLETA T. CARIÑO, PETITIONERS, VS. ADELAIDA P. MANALO, RESPONDENT.

G.R. No. 178835. February 13, 2009

Ponente: NACHURA, J.

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NACHURA, J.:

This is a petition for review on certiorari of the Decision dated January 31, 2007 and of the Resolution dated June 29, 2007 of the Court of Appeals (CA) in CA-G.R. SP No. 93917 entitled Magis Young Achievers' Learning Center and Violeta T. Cariño v. National Labor Relations Commission, 3[rd] Division, Quezon City, and Adelaida P. Manalo.

The pertinent facts are as follows:

On April 18, 2002, respondent Adelaida P. Manalo was hired as a teacher and acting principal of petitioner Magis Young Achievers' Learning Center with a monthly salary of P15,000.00.

It appears on record that respondent, on March 29, 2003, wrote a letter of resignation addressed to Violeta T. Cariño, directress of petitioner, which reads:

> Dear Madame:
>
> I am tendering my irrevocable resignation effective April 1, 2003 due to personal and family reasons.
>
> I would like to express my thanks and gratitude for the opportunity, trust and confidence given to me as an Acting Principal in your prestigious school.
>
> God bless and more power to you.
>
> Sincerely yours,
>
> (Signed)
>
> Mrs. ADELAIDA P. MANALO[1]

On March 31, 2003, respondent received a letter of termination from petitioner, viz.:

> Dear Mrs. Manalo:
>
> Greetings of Peace!
>
> The Board of Trustees of the Cariño Group of Companies, particularly that of Magis Young Achievers' Learning Center convened, deliberated and came up with a Board Resolution that will strictly impose all means possible to come up with a cost-cutting scheme. Part of that scheme is a systematic reorganization which will entail streamlining of human resources.

> As agreed upon by the Board of Directors, the position of PRINCIPAL will be abolished next school year. Therefore, we regret to inform you that we can no longer renew your contract, which will expire on March 31, 2003. Thus, thank you for the input you have given to Magis during your term of office as Acting Principal. The function of the said position shall be delegated to other staff members in the organization.
>
> Hoping for your understanding on this matter and we pray for your future endeavors.
>
> Very truly yours,
>
> (Signed)
>
> Mrs. Violeta T. Cariño
> School Directress
>
> Noted by:
>
> (Signed)
>
> Mr. Severo Cariño
> President[2]

On April 4, 2003, respondent instituted against petitioner a Complaint[3] for illegal dismissal and non-payment of 13[th] month pay, with a prayer for reinstatement, award of full backwages and moral and exemplary damages.

In her position paper,[4] respondent claimed that her termination violated the provisions of her employment contract, and that the alleged abolition of the position of Principal was not among the grounds for termination by an employer under Article 282[5] of the Labor Code. She further asserted that petitioner infringed Article 283[6] of the Labor Code, as the required 30-day notice to the Department of Labor and Employment (DOLE) and to her as the employee, and the payment of her separation pay were not complied with. She also claimed that she was terminated from service for the alleged expiration of her employment, but that her contract did not provide for a fixed term or period. She likewise prayed for the payment of her 13[th] month pay under Presidential Decree (PD) No. 851.

Petitioner, in its position paper,[7] countered that respondent was legally terminated because the one-year probationary period, from April 1, 2002 to March 3, 2003, had already lapsed and she failed to meet the criteria set by the school pursuant to the Manual of Regulation for Private Schools, adopted by the then Department of Education, Culture and Sports (DECS), paragraph 75 of which provides that:

(75) Full-time teachers who have rendered three years of satisfactory service shall be considered permanent.

On December 3, 2003, Labor Arbiter (LA) Renell Joseph R. dela Cruz rendered a Decision[8] dismissing the complaint for illegal dismissal, including the other claims of respondent, for lack of merit, except that it ordered the payment of her 13[th] month pay in the amount of P3,750.00. The LA ratiocinated in this wise:

> It is our considered opinion [that] complainant was not dismissed, much less, illegally. On the contrary, she resigned. It is hard for us to imagine complainant would accede to sign a resignation letter as a precondition to her hiring considering her educational background. Thus, in the absence of any circumstance tending to show she was probably coerced her resignation must be upheld. x x x
>
> x x x The agreement (Annex "1" to Respondent's [petitioner's] Position Paper; Annex "A" to Complainant's Position Paper) by its very nature and terms is a contract of employment with a period (from 01 April 2002 to 31 March 2003, Annex `1' to Respondent's Position Paper). Complainant's observation that the space reserved for the duration and effectivity of the contract was left blank (Annex `A' to Complainant's [respondent's] Position Paper) to our mind is plain oversight. Read in its entirety, it is a standard contract which by its very

> terms and conditions speaks of a definite period of employment. The parties could have not thought otherwise. The notification requirement in the contract in case of "termination before the expiration of the period" confirms it. x x x

On appeal, on October 28, 2005, the National Labor Relations Commission (NLRC), Third Division,[9] in its Decision[10] dated October 28, 2005, reversed the Arbiter's judgment. Petitioner was ordered to reinstate respondent as a teacher, who shall be credited with one-year service of probationary employment, and to pay her the amounts of P3,750.00 and P325,000.00 representing her 13[th] month pay and backwages, respectively. Petitioner's motion for reconsideration was denied in the NLRC's Resolution[11] dated January 31, 2006.

Imputing grave abuse of discretion on the part of the NLRC, petitioner went up to the CA via a petition for certiorari. The CA, in its Decision dated January 31, 2007, affirmed the NLRC decision and dismissed the petition. It likewise denied petitioner's motion for reconsideration in the Resolution dated June 29, 2007. Hence, this petition anchored on the following grounds--

> - THE COURT OF APPEALS ERRED WHEN IT CONCLUDED THAT THE RESIGNATION OF RESPONDENT MANALO DID NOT BECOME EFFECTIVE DUE TO ALLEGED LACK OF ACCEPTANCE;
>
> - THE COURT OF APPEALS ERRED WHEN IT RULED THAT RESPONDENT MANALO IS A PERMANENT EMPLOYEE;
>
> - THE COURT OF APPEALS ERRED WHEN IT RULED THAT THE CONTRACT OF EMPLOYMENT BETWEEN PETITIONER AND RESPONDENT DID NOT STIPULATE A PERIOD.[12]

Before going to the core issues of the controversy, we would like to restate basic legal principles governing employment of secondary school teachers in private schools, specifically, on the matter of probationary employment.

A probationary employee or probationer is one who is on trial for an employer, during which the latter determines whether or not he is qualified for permanent employment. The probationary employment is intended to afford the employer an opportunity to observe the fitness of a probationary employee while at work, and to ascertain whether he will become an efficient and productive employee. While the employer observes the fitness, propriety and efficiency of a probationer to ascertain whether he is qualified for permanent employment, the probationer, on the other hand, seeks to prove to the employer that he has the qualifications to meet the reasonable standards for permanent employment. Thus, the word probationary, as used to describe the period of employment, implies the purpose of the term or period, not its length.[13]

Indeed, the employer has the right, or is at liberty, to choose who will be hired and who will be declined. As a component of this right to select his employees, the employer may set or fix a probationary period within which the latter may test and observe the conduct of the former before hiring him permanently.[14]

But the law regulates the exercise of this prerogative to fix the period of probationary employment. While there is no statutory cap on the minimum term of probation, the law sets a maximum "trial period" during which the employer may test the fitness and efficiency of the employee.

The general rule on the maximum allowable period of probationary employment is found in Article 281 of the Labor Code, which states:

> Art. 281. Probationary Employment. - Probationary employment shall not exceed six (6) months from the date the employee started working, unless it is covered by an apprenticeship agreement stipulating a longer period. The services of an employee who has been engaged on a probationary basis may be terminated for a just cause

> or when he fails to qualify as a regular employee in accordance with reasonable standards made known by the employer at the time of his engagement. An employee who is allowed to work after a probationary period shall be considered a regular employee.

This upper limit on the term of probationary employment, however, does not apply to all classes of occupations.

For "academic personnel" in private schools, colleges and universities, probationary employment is governed by Section 92 of the 1992 Manual of Regulations for Private Schools[15] (Manual), which reads:

> Section 92. Probationary Period. - Subject in all instances to compliance with the 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 a trimester basis.[16]

This was supplemented by DOLE-DECS-CHED-TESDA Order No. 1 dated February 7, 1996, which provides that the probationary period for academic personnel shall not be more than three (3) consecutive school years of satisfactory service for those in the elementary and secondary levels.[17] By this supplement, it is made clear that the period of probation for academic personnel shall be counted in terms of "school years," and not "calendar years."[18] Then, Section 4.m(4)[c] of the Manual delineates the coverage of Section 92, by defining the term "academic personnel" to include:

> (A)ll school personnel who are formally engaged in actual teaching service or in research assignments, either on full-time or part-time basis; as well as those who possess certain prescribed academic functions directly supportive of teaching, such as registrars, librarians, guidance counselors, researchers, and other similar persons. They include school officials responsible for academic matters, and may include other school officials.[19]

The reason for this disparate treatment was explained many years ago in Escudero v. Office of the President of the Philippines,[20] where the Court declared:

> However, the six-month probationary period prescribed by the Secretary of Labor is merely the general rule. x x x
>
> It is, thus, clear that the Labor Code authorizes different probationary periods, according to the requirements of the particular job. For private school teachers, the period of probation is governed by the 1970 Manual of Regulations for Private Schools x x x.[21]

The probationary period of three years for private school teachers was, in fact, confirmed earlier in Labajo v. Alejandro,[22] viz.:

> The three (3)-year period of service mentioned in paragraph 75 (of the Manual of Regulations for Private Schools) is of course the maximum period or upper limit, so to speak, of probationary employment allowed in the case of private school teachers. This necessarily implies that a regular or permanent employment status may, under certain conditions, be attained in less than three (3) years. By and large, however, whether or not one has indeed attained permanent status in one's employment, before the passage of three (3) years, is a matter of proof.

Over the years, even with the enactment of a new Labor Code and the revision of the Manual, the rule has not changed.

Thus, for academic personnel in private elementary and secondary schools, it is only after one has satisfactorily completed the probationary period of three (3) school years and is rehired that he acquires full tenure as a regular

or permanent employee. In this regard, Section 93 of the Manual pertinently provides:

> Sec. 93. Regular or Permanent Status. - Those who have served the probationary period shall be made regular or permanent. Full-time teachers who have satisfactorily completed their probationary period shall be considered regular or permanent.

Accordingly, as held in Escudero, no vested right to a permanent appointment shall accrue until the employee has completed the prerequisite three-year period necessary for the acquisition of a permanent status. Of course, the mere rendition of service for three consecutive years does not automatically ripen into a permanent appointment. It is also necessary that the employee be a full-time teacher, and that the services he rendered are satisfactory.[23]

The common practice is for the employer and the teacher to enter into a contract, effective for one school year. At the end of the school year, the employer has the option not to renew the contract, particularly considering the teacher's performance. If the contract is not renewed, the employment relationship terminates. If the contract is renewed, usually for another school year, the probationary employment continues. Again, at the end of that period, the parties may opt to renew or not to renew the contract. If renewed, this second renewal of the contract for another school year would then be the last year - since it would be the third school year - of probationary employment. At the end of this third year, the employer may now decide whether to extend a permanent appointment to the employee, primarily on the basis of the employee having met the reasonable standards of competence and efficiency set by the employer. For the entire duration of this three-year period, the teacher remains under probation. Upon the expiration of his contract of employment, being simply on probation, he cannot automatically claim security of tenure and compel the employer to renew his employment contract.[24] It is when the yearly contract is renewed for the third time that Section 93 of the Manual becomes operative, and the teacher then is entitled to regular or permanent employment status.

It is important that the contract of probationary employment specify the period or term of its effectivity. The failure to stipulate its precise duration could lead to the inference that the contract is binding for the full three-year probationary period.[25]

All this does not mean that academic personnel cannot acquire permanent employment status earlier than after the lapse of three years. The period of probation may be reduced if the employer, convinced of the fitness and efficiency of a probationary employee, voluntarily extends a permanent appointment even before the three-year period ends. 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;[26] or, a shorter probationary period may be incorporated in a collective bargaining agreement.[27] But absent any circumstances which unmistakably show that an abbreviated probationary period has been agreed upon, the three-year probationary term governs.

Be that as it may, teachers on probationary employment enjoy security of tenure. In Biboso v. Victorias Milling Co., Inc.,[28] we made the following pronouncement:

> This is, by no means, to assert that the security of tenure protection of the Constitution does not apply to probationary employees. x x x During such period, they could remain in their positions and any circumvention of their rights, in accordance with the statutory scheme, is subject to inquiry and thereafter correction by the Department of Labor.

The ruling in Biboso simply signifies that probationary employees enjoy security of tenure during the term of their probationary employment. As such, they cannot be removed except for cause as provided by law, or if at the end of every yearly contract during the three-year period, the employee does not meet the reasonable standards set by the employer at the time of engagement. But this guarantee of security of tenure applies only during the period

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of probation. Once that period expires, the constitutional protection can no longer be invoked.[29]

All these principles notwithstanding, we do not discount the validity of fixed-term employment where -

> the 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.[30]

It does not necessarily follow that where the duties of the employees consist of activities usually necessary or desirable in the usual business of the employer, the parties are forbidden from agreeing on a period of time for the performance of such activities.[31] Thus, in St. Theresa's School of Novaliches Foundation v. NLRC,[32] we held that a contractual stipulation providing for a fixed term of nine (9) months, not being contrary to law, morals, good customs, public order and public policy, is valid, binding and must be respected, as it is the contract of employment that governs the relationship of the parties.

Now, to the issues in the case at bench.

There should be no question that the employment of the respondent, as teacher, in petitioner school on April 18, 2002 is probationary in character, consistent with standard practice in private schools. In light of our disquisition above, we cannot subscribe to the proposition that the respondent has acquired regular or permanent tenure as teacher. She had rendered service as such only from April 18, 2002 until March 31, 2003. She has not completed the requisite three-year period of probationary employment, as provided in the Manual. She cannot, by right, claim permanent status.

There should also be no doubt that respondent's appointment as Acting Principal is merely temporary, or one that is good until another appointment is made to take its place.[33] An "acting" appointment is essentially a temporary appointment, revocable at will. The undisturbed unanimity of cases shows that one who holds a temporary appointment has no fixed tenure of office; his employment can be terminated any time at the pleasure of the appointing power without need to show that it is for cause.[34] Further, in La Salette of Santiago v. NLRC,[35] we acknowledged the customary arrangement in private schools to rotate administrative positions, e.g., Dean or Principal, among employees, without the employee so appointed attaining security of tenure with respect to these positions.

We are also inclined to agree with the CA that the resignation of the respondent[36] is not valid, not only because there was no express acceptance thereof by the employer, but because there is a cloud of doubt as to the voluntariness of respondent's resignation.

Resignation is the voluntary act of an employee who finds himself in a situation where he believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and that he has no other choice but to dissociate himself from employment.[37] Voluntary resignation is made with the intention of relinquishing an office, accompanied by the act of abandonment.[38] It is the acceptance of an employee's resignation that renders it operative.[39]

Furthermore, well-entrenched is the rule that resignation is inconsistent with the filing of a complaint for illegal dismissal.[40] To be valid, the resignation must be unconditional, with the intent to operate as such; there must be a clear intention to relinquish the position.[41] In this case, respondent actively pursued her illegal dismissal case against petitioner, such that she cannot be said to have voluntarily resigned from her job.

What is truly contentious is whether the probationary appointment of the respondent on April 18, 2002 was for a fixed period of one (1) year, or without a fixed term, inasmuch as the parties presented different versions of the

employment agreement. As articulated by the CA:

> In plain language, We are confronted with two (2) copies of an agreement, one with a negative period and one provided for a one (1) year period for its effectivity. Ironically, none among the parties offered corroborative evidence as to which of the two (2) discrepancies is the correct one that must be given effect. x x x.[42]

The CA resolved the impassé in this wise:

> Under this circumstance, We can only apply Article 1702 of the Civil Code which provides that, in case of doubt, all labor contracts shall be construed in favor of the laborer. Then, too, settled is the rule that any ambiguity in a contract whose terms are susceptible of different interpretations must be read against the party who drafted it. In the case at bar, the drafter of the contract is herein petitioners and must, therefore, be read against their contention.[43]

We agree with the CA.

In this case, there truly existed a doubt as to which version of the employment agreement should be given weight. In respondent's copy, the period of effectivity of the agreement remained blank. On the other hand, petitioner's copy provided for a one-year period, surprisingly from April 1, 2002 to March 31, 2003, even though the pleadings submitted by both parties indicated that respondent was hired on April 18, 2002. What is noticeable even more is that the handwriting indicating the one-year period in petitioner's copy is different from the handwriting that filled up the other needed information in the same agreement.[44]

Thus, following Article 1702 of the Civil Code that all doubts regarding labor contracts should be construed in favor of labor, then it should be respondent's copy which did not provide for an express period which should be upheld, especially when there are circumstances that render the version of petitioner suspect. This is in line with the State policy of affording protection to labor, such that the lowly laborer, who is usually at the mercy of the employer, must look up to the law to place him on equal footing with his employer.[45]

In addition, the employment agreement may be likened into a contract of adhesion considering that it is petitioner who insists that there existed an express period of one year from April 1, 2002 to March 31, 2003, using as proof its own copy of the agreement. While contracts of adhesion are valid and binding, in cases of doubt which will cause a great imbalance of rights against one of the parties, the contract shall be construed against the party who drafted the same. Hence, in this case, where the very employment of respondent is at stake, the doubt as to the period of employment must be construed in her favor.

The other issue to resolve is whether respondent, even as a probationary employee, was illegally dismissed. We rule in the affirmative.

As above discussed, probationary employees enjoy security of tenure during the term of their probationary employment such that they may only be terminated for cause as provided for by law, or if at the end of the probationary period, the employee failed to meet the reasonable standards set by the employer at the time of the employee's engagement. Undeniably, respondent was hired as a probationary teacher and, as such, it was incumbent upon petitioner to show by competent evidence that she did not meet the standards set by the school. This requirement, petitioner failed to discharge. To note, the termination of respondent was effected by that letter stating that she was being relieved from employment because the school authorities allegedly decided, as a cost-cutting measure, that the position of "Principal" was to be abolished. Nowhere in that letter was respondent informed that her performance as a school teacher was less than satisfactory.

Thus, in light of our ruling of Espiritu Santo Parochial School v. NLRC[46] that, in the absence of an express period of probation for private school teachers, the three-year probationary period provided by the Manual of

Regulations for Private Schools must apply likewise to the case of respondent. In other words, absent any concrete and competent proof that her performance as a teacher was unsatisfactory from her hiring on April 18, 2002 up to March 31, 2003, respondent is entitled to continue her three-year period of probationary period, such that from March 31, 2003, her probationary employment is deemed renewed for the following two school years.[47]

Finally, we rule on the propriety of the monetary awards. Petitioner, as employer, is entitled to decide whether to extend respondent a permanent status by renewing her contract beyond the three-year period. Given the acrimony between the parties which must have been generated by this controversy, it can be said unequivocally that petitioner had opted not to extend respondent's employment beyond this period. Therefore, the award of backwages as a consequence of the finding of illegal dismissal in favor of respondent should be confined to the three-year probationary period. Computing her monthly salary of P15,000.00 for the next two school years (P15,000.00 x 10 months x 2), respondent already having received her full salaries for the year 2002-2003, she is entitled to a total amount of P300,000.00.[48] Moreover, respondent is also entitled to receive her 13[th] month pay correspondent to the said two school years, computed as yearly salary, divided by 12 months in a year, multiplied by 2, corresponding to the school years 2003-2004 and 2004-2005, or P150,000.00 / 12 months x 2 = P25,000.00. Thus, the NLRC was correct in awarding respondent the amount of P325,000.00 as backwages, inclusive of 13[th] month pay for the school years 2003-2004 and 2004-2005, and the amount of P3,750.00 as pro-rated 13[th] month pay.

WHEREFORE, the petition is DENIED. The assailed Decision dated January 31, 2007 and the Resolution dated June 29, 2007 of the Court of Appeals are AFFIRMED.

SO ORDERED.

Ynares-Santiago, J., (Chairperson), Austria-Martinez, Chico-Nazario, and Peralta, JJ., concur.

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[1] Rollo, p. 85.

[2] Id. at 86.

[3] Id. at 65.

[4] Id. at 66-76.

[5] 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.

[6] Art. 283. Closure of Establishment and Reduction of Personnel. - The employer may also terminate the

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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 this Title, by serving a written notice on the worker and the Ministry (Department) of Labor and Employment at least one (1) month before the intended date thereof. In case of termination due to the installation of labor saving devices or redundancy, the worker affected thereby shall be entitled to a separation pay equivalent to at least one (1) month pay or to at least one (1) month pay for every year of service, whichever is higher. In case of retrenchment to prevent losses and in cases of closures or cessation of operations of establishment to prevent losses and in cases of closures or cessation of operations of establishment or undertaking not due to serious business losses or financial reverses, the separation pay shall be equivalent to one (1) month pay or at least one-half (1/2) month pay for every year of service, whichever is higher. A fraction of at least six (6) months shall be considered as one (1) whole year.

[7] Rollo, pp. 77-82.

[8] Id. at 61-64.

[9] Penned by Presiding Commissioner Lourdes C. Javier, with Commissioners Tito F. Genilo and Romeo C. Lagman, concurring.

[10] Rollo, pp. 53-60.

[11] Id. at 83-84.

[12] Id. at 8.

[13] International Catholic Migration Commission v. NLRC, G.R. No. 72222, January 30, 1989, 169 SCRA 606.

[14] Grand Motor Parts Corporation v. Minister of Labor, et al., 215 Phil. 383 (1984).

[15] Pursuant to Sec. 2, B.P. 232, the Manual of Regulations for Private Schools applies to formal and non-formal education in the private sector at all levels of the educational system. This is not to be confused with the Manual of Policies and Guidelines on the Establishment and Operation of Public and Private Technical-Vocational Education and Training (TVET) Institutions, which governs tech-voc education.

[16] Technically, private tertiary education may be removed from the coverage of this Manual, since authority over higher education has been transferred from the Department of Education to the Commission on Higher Education by R.A. 7222, or the "Higher Education Act of 1994".

[17] DOLE-DECS-CHED-TESDA Order No. 1, s. 1996, Sec. 2.

[18] With this change, our ruling in Colegio San Agustin v. NLRC, G.R. No. 87333, September 6, 1991, 201 SCRA 398, no longer applies.

[19] Emphasis supplied.

[20] G.R. No. 57822, April 26, 1989, 172 SCRA 783.

[21] Emphasis supplied.

[22] G.R. No. L-80383, September 26, 1988, 165 SCRA 747.

[23] Sec. 93, Manual; St. Theresa's School of Novaliches Foundation v. NLRC, 351 Phil. 1038, 1043 (1998); Cagayan Capitol College v. NLRC, G.R. Nos. 90010-11, September 14, 1990, 189 SCRA 658.

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

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[25] See Espiritu Santo Parochial School v. NLRC, G.R. No. 82325, September 26, 1989, 177 SCRA 802.

[26] Lacuesta v. Ateneo de Manila, supra note 24, cited in Woodridge School v. Pe Benito, G.R. No. 160240, October 29, 2008.

[27] See Escorpizo v. University of Baguio, 366 Phil. 166 (1999).

[28] 166 Phil. 717 (1977).

[29] See Escudero v. Office of the President, supra note 20, at 793.

[30] Brent School, Inc. v. Zamora, G.R. No. 48494, February 5, 1990, 181 SCRA 702.

[31] St. Theresa's School of Novaliches Foundation v. NLRC, 351 Phil. 1038, 1043 (1998).

[32] Id.

[33] Castro v. Solidum, 97 Phil. 278 (1955).

[34] Aklan College, Inc. v. Guarino, G.R. No. 152949, August 14, 2007, 530 SCRA 40, 49.

[35] G.R. No. 82918, March 11, 1991, 195 SCRA 80.

[36] Rollo, p. 85.

[37] Globe Telecom v. Crisologo, G.R. No. 174644, August 10, 2007, 529 SCRA 811, 819.

[38] Vicente v. Court of Appeals, G.R. No. 175988, August 24, 2007, 531 SCRA 240, 249.

[39] BMG Records (Phils.), Inc. v. Aparecio, G.R. No. 153290, September 5, 2007, 532 SCRA 300.

[40] Oriental Shipmanagement Co., Inc. v. Court of Appeals, G.R. No. 153750, January 25, 2006, 480 SCRA 100, 110.

[41] Blue Angel Manpower and Security Services v. Court of Appeals, G.R. No. 161196, July 28, 2008, 560 SCRA 157.

[42] Rollo, p. 47.

[43] Id. at 47-48. (Citations omitted).

[44] Id. at 87.

[45] Labor Code, Art. 3. Declaration of Basic Policy. The State shall afford protection to labor, promote full employment, ensure equal work opportunities regardless of sex, race or creed, and regulate the relations between workers and employers. The State shall assure the rights of workers to self-organization, collective bargaining, security of tenure, and just and humane conditions of work.

[46] Supra note 25.

[47] DOLE-DECS-CHED-TESDA Order No. 1, s. 1996, Sec. 2, supra.

[48] Woodridge School (now known as Woodridge College, Inc.) v. Joanne C. Pe Benito and Randy T. Balaguer, G.R. No. 160240, October 29, 2008.

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