

**ATLANTA INDUSTRIES, INC. AND/OR ROBERT CHAN, PETITIONERS,
VS. APRILITO R. SEBOLINO, KHIM V. COSTALES, ALVIN V. ALMOITE,
AND JOSEPH S. SAGUN, RESPONDENTS.**

G.R. No. 187320. January 26, 2011

Ponente: BRION, J.

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BRION, J.:

For resolution is the petition for review on certiorari[1] assailing the decision[2] and the resolution[3] of the Court of Appeals (CA) rendered on November 4, 2008 and March 25, 2009, respectively, in CA-G.R. SP. No. 99340.[4]

The Antecedents

The facts are summarized below.

In the months of February and March 2005, complainants Aprilito R. Sebolino, Khim V. Costales, Alvin V. Almoite, Joseph S. Sagun, Agosto D. Zaño, Domingo S. Alegria, Jr., Ronie Ramos, Edgar Villagomez, Melvin Pedregosa, Teofanes B. Chiong, Jr., Leonardo L. dela Cruz, Arnold A. Magalang, and Saturnino M. Mabanag filed several complaints for illegal dismissal, regularization, underpayment, nonpayment of wages and other money claims, as well as claims for moral and exemplary damages and attorney's fees against the petitioners Atlanta Industries, Inc. (Atlanta) and its President and Chief Operating Officer Robert Chan. Atlanta is a domestic corporation engaged in the manufacture of steel pipes.

The complaints were consolidated and were raffled to Labor Arbiter Daniel Cajilig, but were later transferred to Labor Arbiter Dominador B. Medroso, Jr.

The complainants alleged that they had attained regular status as they were allowed to work with Atlanta for more than six (6) months from the start of a purported apprenticeship agreement between them and the company. They claimed that they were illegally dismissed when the apprenticeship agreement expired.

In defense, Atlanta and Chan argued that the workers were not entitled to regularization and to their money claims because they were engaged as apprentices under a government-approved apprenticeship program. The company offered to hire them as regular employees in the event vacancies for regular positions occur in the section of the plant where they had trained. They also claimed that their names did not appear in the list of employees (Master List)[5] prior to their engagement as apprentices.

On May 24, 2005, dela Cruz, Magalang, Zaño and Chiong executed a Pagtalikod at Pagwawalang Saysay before Labor Arbiter Cajilig.

The Compulsory Arbitration Rulings

On April 24, 2006, Labor Arbiter Medroso dismissed the complaint with respect to dela Cruz, Magalang, Zaño and Chiong, but found the termination of service of the remaining nine to be illegal.[6] Consequently, the arbiter

awarded the dismissed workers backwages, wage differentials, holiday pay and service incentive leave pay amounting to P1,389,044.57 in the aggregate.

Atlanta appealed to the National Labor Relations Commission (NLRC). In the meantime, or on October 10, 2006, Ramos, Alegria, Villagomez, Costales and Almoite allegedly entered into a compromise agreement with Atlanta.[7] The agreement provided that except for Ramos, Atlanta agreed to pay the workers a specified amount as settlement, and to acknowledge them at the same time as regular employees.

On December 29, 2006,[8] the NLRC rendered a decision, on appeal, modifying the ruling of the labor arbiter, as follows: (1) withdrawing the illegal dismissal finding with respect to Sagun, Mabanag, Sebolino and Pedregosa; (2) affirming the dismissal of the complaints of dela Cruz, Zaño, Magalang and Chiong; (3) approving the compromise agreement entered into by Costales, Ramos, Villagomez, Almoite and Alegria, and (4) denying all other claims.

Sebolino, Costales, Almoite and Sagun moved for the reconsideration of the decision, but the NLRC denied the motion in its March 30, 2007[9] resolution. The four then sought relief from the CA through a petition for certiorari under Rule 65 of the Rules of Court. They charged that the NLRC committed grave abuse of discretion in: (1) failing to recognize their prior employment with Atlanta; (2) declaring the second apprenticeship agreement valid; (3) holding that the dismissal of Sagun, Mabanag, Sebolino and Melvin Pedregosa is legal; and (4) upholding the compromise agreement involving Costales, Ramos, Villagomez, Almoite and Alegria.

The CA Decision

The CA granted the petition based on the following findings:[10]

1. The respondents were already employees of the company before they entered into the first and second apprenticeship agreements - Almoite and Costales were employed as early as December 2003 and, subsequently, entered into a first apprenticeship agreement from May 13, 2004 to October 12, 2004; before this first agreement expired, a second apprenticeship agreement, from October 9, 2004 to March 8, 2005 was executed. The same is true with Sebolino and Sagun, who were employed by Atlanta as early as March 3, 2004. Sebolino entered into his first apprenticeship agreement with the company from March 20, 2004 to August 19, 2004, and his second apprenticeship agreement from August 20, 2004 to January 19, 2005. Sagun, on the other hand, entered into his first agreement from May 28, 2004 to October 8, 2004, and the second agreement from October 9, 2004 to March 8, 2005.
2. The first and second apprenticeship agreements were defective as they were executed in violation of the law and the rules.[11] The agreements did not indicate the trade or occupation in which the apprentice would be trained; neither was the apprenticeship program approved by the Technical Education and Skills Development Authority (TESDA).
3. The positions occupied by the respondents - machine operator, extruder operator and scaleman - are usually necessary and desirable in the manufacture of plastic building materials, the company's main business. Costales, Almoite, Sebolino and Sagun were, therefore, regular employees whose dismissals were illegal for lack of a just or authorized cause and notice.
4. The compromise agreement entered into by Costales and Almoite, together with Ramos, Villagomez and Alegria, was not binding on Costales and Almoite because they did not sign the agreement.

The petitioners themselves admitted that Costales and Almoite were initially planned to be a part of the compromise agreement, but their employment has been regularized as early as January 11, 2006; hence, the

company did not pursue their inclusion in the compromise agreement.[12]

The CA faulted the NLRC for failing to appreciate the evidence regarding the respondents' prior employment with Atlanta. The NLRC recognized the prior employment of Costales and Almoite on Atlanta's monthly report for December 2003 for the CPS Department/Section dated January 6, 2004.[13] This record shows that Costales and Almoite were assigned to the company's first shift from 7:00 a.m. to 3:00 p.m. The NLRC ignored Sebolino and Sagun's prior employment under the company's Production and Work Schedule for March 7 to 12, 2005 dated March 3, 2004,[14] as they had been Atlanta's employees as early as March 3, 2004, with Sebolino scheduled to work on March 7-12, 2005 at 7:00 a.m. to 7:00 p.m., while Sagun was scheduled to work for the same period but from 7:00 p.m. to 7:00 a.m. The CA noted that Atlanta failed to challenge the authenticity of the two documents before it and the labor authorities.

Atlanta and Chan moved for reconsideration, but the CA denied the motion in a resolution rendered on March 25, 2009.[15] Hence, the present petition.

The Petition

Atlanta seeks a reversal of the CA decision, contending that the appellate court erred in (1) concluding that Costales, Almoite, Sebolino and Sagun were employed by Atlanta before they were engaged as apprentices; (2) ruling that a second apprenticeship agreement is invalid; (3) declaring that the respondents were illegally dismissed; and (4) disregarding the compromise agreement executed by Costales and Almoite. It submits the following arguments:

First. The CA's conclusion that the respondent workers were company employees before they were engaged as apprentices was primarily based on the Monthly Report[16] and the Production and Work Schedule for March 7-12, 2005,[17] in total disregard of the Master List[18] prepared by the company accountant, Emelita M. Bernardo. The names of Costales, Almoite, Sebolino and Sagun do not appear as employees in the Master List which "contained the names of all the persons who were employed by and at petitioner." [19]

Atlanta faults the CA for relying on the Production and Work Schedule and the Monthly Report which were not sworn to, and in disregarding the Master List whose veracity was sworn to by Bernardo and by Alex Go who headed the company's accounting division. It maintains that the CA should have given more credence to the Master List.

Second. In declaring invalid the apprenticeship agreements it entered into with the respondent workers, the CA failed to recognize the rationale behind the law on apprenticeship. It submits that under the law,[20] apprenticeship agreements are valid, provided they do not exceed six (6) months and the apprentices are paid the appropriate wages of at least 75% of the applicable minimum wage.

The respondents initially executed a five-month apprenticeship program with Atlanta, at the end of which, they "voluntarily and willingly entered into another apprenticeship agreement with the petitioner for the training of a second skill"[21] for five months; thus, the petitioners committed no violation of the apprenticeship period laid down by the law.

Further, the apprenticeship agreements, entered into by the parties, complied with the requisites under Article 62 of the Labor Code; the company's authorized representative and the respondents signed the agreements and these were ratified by the company's apprenticeship committee. The apprenticeship program itself was approved and certified by the TESDA.[22] The CA, thus, erred in overturning the NLRC's finding that the apprenticeship agreements were valid.

Third. There was no illegal dismissal as the respondent workers' tenure ended with the expiration of the apprenticeship agreement they entered into. There was, therefore, no regular employer-employee relationship between Atlanta and the respondent workers.

The Case for Costales, Almoite, Sebolino and Sagun

In a Comment filed on August 6, 2009,[23] Costales, Almoite, Sebolino and Sagun pray for a denial of the petition for being procedurally defective and for lack of merit.

The respondent workers contend that the petition failed to comply with Section 4, Rule 45 of the Rules of Court which requires that the petition be accompanied by supporting material portions of the records. The petitioners failed to attach to the petition a copy of the Production and Work Schedule despite their submission that the CA relied heavily on the document in finding the respondent workers' prior employment with Atlanta. They also did not attach a copy of the compromise agreement purportedly executed by Costales and Almoite. For this reason, the respondent workers submit that the petition should be dismissed.

The respondents posit that the CA committed no error in holding that they were already Atlanta's employees before they were engaged as apprentices, as confirmed by the company's Production and Work Schedule.[24] They maintain that the Production and Work Schedule meets the requirement of substantial evidence as the petitioners failed to question its authenticity. They point out that the schedule was prepared by Rose A. Quirit and approved by Adolfo R. Lope, head of the company's PE/Spiral Section. They argue that it was highly unlikely that the head of a production section of the company would prepare and assign work to the complainants if the latter had not been company employees.

The respondent workers reiterate their mistrust of the Master List[25] as evidence that they were not employees of the company at the time they became apprentices. They label the Master List as "self-serving, dubious and even if considered as authentic, its content contradicts a lot of petitioner's claim and allegations,"[26] thus -

1. Aside from the fact that the Master List is not legible, it contains only the names of inactive employees. Even those found by the NLRC to have been employed in the company (such as Almoite, Costales and Sagun) do not appear in the list. If Costales and Almoite had been employed with Atlanta since January 11, 2006, as the company claimed,[27] their names would have been in the list, considering that the Master List accounts for all employees "as of May 2006" - the notation carried on top of each page of the document.
2. There were no entries of employees hired or resigned in the years 2005 and 2006 despite the "as of May 2006" notation; several pages making up the Master List contain names of employees for the years 1999 - 2004.
3. The fact that Atlanta presented the purported Master List instead of the payroll raised serious doubts on the authenticity of the list.

In sum, the respondent workers posit that the presentation of the Master List revealed the "intention of the herein petitioner[s] to perpetually hide the fact of [their] prior employment." [28]

On the supposed apprenticeship agreements they entered into, Costales, Almoite, Sebolino and Sagun refuse to accept the agreements' validity, contending that the company's apprenticeship program is merely a ploy "to continually deprive [them] of their rightful wages and benefits which are due them as regular employees." [29] They submit the following "indubitable facts and ratiocinations:" [30]

1. The apprenticeship agreements were submitted to TESDA only in 2005 (with dates of receipt on "1/4/05" & "2/22/05" [31]), when the agreements were supposed to have been executed in April or May 2004. Thus, the submission was made long after the starting date of the workers' apprenticeship or even beyond the agreement's

completion/termination date, in violation of Section 23, Rule VI, Book II of the Labor Code.

2. The respondent workers were made to undergo apprenticeship for occupations different from those allegedly approved by TESDA. TESDA approved Atlanta's apprenticeship program on "Plastic Molder"[32] and not for extrusion molding process, engineering, pelletizing process and mixing process.

3. The respondents were already skilled workers prior to the apprenticeship program as they had been employed and made to work in the different job positions where they had undergone training. Sagun and Sebolino, together with Mabanag, Pedregosa, dela Cruz, Chiong, Magalang and Alegria were even given production assignments and work schedule at the PE/Spiral Section from May 11, 2004 to March 23, 2005, and some of them were even assigned to the 3:00 p.m. - 11:00 p.m. and graveyard shifts (11:00 p.m. - 7:00 a.m.) during the period.[33]

4. The respondent workers were required to continue as apprentices beyond six months. The TESDA certificate of completion indicates that the workers' apprenticeship had been completed after six months. Yet, they were suffered to work as apprentices beyond that period.

Costales, Almoite, Sebolino and Sagun resolutely maintain that they were illegally dismissed, as the reason for the termination of their employment - notice of the completion of the second apprenticeship agreement - did not constitute either a just or authorized cause under Articles 282 and 283 of the Labor Code.

Finally, Costales and Almoite refuse to be bound by the compromise agreement[34] that Atlanta presented to defeat the two workers' cause of action. They claim that the supposed agreement is invalid as against them, principally because they did not sign it.

The Court's Ruling

The procedural issue

The respondent workers ask that the petition be dismissed outright for the petitioners' failure to attach to the petition a copy of the Production and Work Schedule and a copy of the compromise agreement Costales and Almoite allegedly entered into -- material portions of the record that should accompany and support the petition, pursuant to Section 4, Rule 45 of the Rules of Court.

In *Mariners Polytechnic Colleges Foundation, Inc. v. Arturo J. Garchitorena*[35] where the Court addressed essentially the same issue arising from Section 2(d), Rule 42 of the Rules of Court,[36] we held that the phrase "of the pleadings and other material portions of the record xxx as would support the allegation of the petition clearly contemplates the exercise of discretion on the part of the petitioner in the selection of documents that are deemed to be relevant to the petition. The crucial issue to consider then is whether or not the documents accompanying the petition sufficiently supported the allegations therein." [37]

As in *Mariners*, we find that the documents attached to the petition sufficiently support the petitioners' allegations. The accompanying CA decision[38] and resolution,[39] as well as those of the labor arbiter[40] and the NLRC,[41] referred to the parties' position papers and even to their replies and rejoinders. Significantly, the CA decision narrates the factual antecedents, defines the complainants' cause of action, and cites the arguments, including the evidence the parties adduced. If any, the defect in the petition lies in the petitioners' failure to provide legible copies of some of the material documents mentioned, especially several pages in the decisions of the labor arbiter and of the NLRC. This defect, however, is not fatal as the challenged CA decision clearly summarized the labor tribunal's rulings. We, thus, find no procedural obstacle in resolving the petition on the merits.

The merits of the case

We find no merit in the petition. The CA committed no reversible error in nullifying the NLRC decision[42] and in affirming the labor arbiter's ruling,[43] as it applies to Costales, Almoite, Sebolino and Sagun. Specifically, the CA correctly ruled that the four were illegally dismissed because (1) they were already employees when they were required to undergo apprenticeship and (2) apprenticeship agreements were invalid.

The following considerations support the CA ruling.

First. Based on company operations at the time material to the case, Costales, Almoite, Sebolino and Sagun were already rendering service to the company as employees before they were made to undergo apprenticeship. The company itself recognized the respondents' status through relevant operational records - in the case of Costales and Almoite, the CPS monthly report for December 2003[44] which the NLRC relied upon and, for Sebolino and Sagun, the production and work schedule for March 7 to 12, 2005[45] cited by the CA.

Under the CPS monthly report, Atlanta assigned Costales and Almoite to the first shift (7:00 a.m. to 3:00 p.m.) of the Section's work. The Production and Work Schedules, in addition to the one noted by the CA, showed that Sebolino and Sagun were scheduled on different shifts vis-à-vis the production and work of the company's PE/Spiral Section for the periods July 5-10, 2004;[46] October 25-31, 2004;[47] November 8-14, 2004;[48] November 16-22, 2004;[49] January 3-9, 2005;[50] January 10-15, 2005;[51] March 7-12, 2005[52] and March 17-23, 2005.[53]

We stress that the CA correctly recognized the authenticity of the operational documents, for the failure of Atlanta to raise a challenge against these documents before the labor arbiter, the NLRC and the CA itself. The appellate court, thus, found the said documents sufficient to establish the employment of the respondents before their engagement as apprentices.

Second. The Master List[54] (of employees) that the petitioners heavily rely upon as proof of their position that the respondents were not Atlanta's employees, at the time they were engaged as apprentices, is unreliable and does not inspire belief.

The list, consisting of several pages, is hardly legible. It requires extreme effort to sort out the names of the employees listed, as well as the other data contained in the list. For this reason alone, the list deserves little or no consideration. As the respondents also pointed out, the list itself contradicts a lot of Atlanta's claims and allegations, thus: it lists only the names of inactive employees; even the names of those the NLRC found to have been employed by Atlanta, like Costales and Almoite, and those who even Atlanta claims attained regular status on January 11, 2006,[55] do not appear in the list when it was supposed to account for all employees "as of May 6, 2006." Despite the "May 6, 2006" cut off date, the list contains no entries of employees who were hired or who resigned in 2005 and 2006. We note that the list contains the names of employees from 1999 to 2004.

We cannot fault the CA for ignoring the Master List even if Bernardo, its head office accountant, swore to its correctness and authenticity.[56] Its substantive unreliability gives it very minimal probative value. Atlanta would have been better served, in terms of reliable evidence, if true copies of the payroll (on which the list was based, among others, as Bernardo claimed in her affidavit) were presented instead.

Third. The fact that Costales, Almoite, Sebolino and Sagun were already rendering service to the company when they were made to undergo apprenticeship (as established by the evidence) renders the apprenticeship agreements irrelevant as far as the four are concerned. This reality is highlighted by the CA finding that the respondents occupied positions such as machine operator, scaleman and extruder operator - tasks that are usually necessary and desirable in Atlanta's usual business or trade as manufacturer of plastic building materials.[57] These tasks

and their nature characterized the four as regular employees under Article 280 of the Labor Code. Thus, when they were dismissed without just or authorized cause, without notice, and without the opportunity to be heard, their dismissal was illegal under the law.[58]

Even if we recognize the company's need to train its employees through apprenticeship, we can only consider the first apprenticeship agreement for the purpose. With the expiration of the first agreement and the retention of the employees, Atlanta had, to all intents and purposes, recognized the completion of their training and their acquisition of a regular employee status. To foist upon them the second apprenticeship agreement for a second skill which was not even mentioned in the agreement itself,[59] is a violation of the Labor Code's implementing rules[60] and is an act manifestly unfair to the employees, to say the least. This we cannot allow.

Fourth. The compromise agreement[61] allegedly entered into by Costales and Almoite, together with Ramos, Villagomez and Alegria, purportedly in settlement of the case before the NLRC, is not binding on Costales and Almoite because they did not sign it. The company itself admitted[62] that while Costales and Almoite were initially intended to be a part of the agreement, it did not pursue their inclusion "due to their regularization as early as January 11, 2006." [63]

WHEREFORE, premises considered, we hereby DENY the petition for lack of merit. The assailed decision and resolution of the Court of Appeals are AFFIRMED. Costs against the petitioner Atlanta Industries, Inc.

SO ORDERED.

Carpio Morales, (Chairperson), Bersamin, Villarama, Jr., and Sereno, JJ., concur.

[1] Rollo, pp. 12-34; filed pursuant to Rule 45 of the Rules of Court.

[2] Id. at 42-63; penned by Associate Justice Pampio A. Abarintos, and concurred in by Associate Justice Edgardo F. Sundiam and Associate Justice Sesinando E. Villon.

[3] Id. at 65-66.

[4] Aprilito R. Sebolino, Khim V. Costales, Alvin V. Almoite and Joseph S. Sagun v. National Labor Relations Commission, Atlanta Industries, Inc. and/or Robert Chan.

[5] Rollo, pp. 192-216.

[6] Id. at 89-99; Petition, Annex "N."

[7] CA rollo, pp. 286-287.

[8] Rollo, pp. 100-110; Petition, Annex "O."

[9] Id. at 115-118; Petition, Annex "P."

[10] Supra note 2.

[11] Article 61 of the Labor Code, and its Implementing Rules and Regulations, Book II, Rule VI, Section 18.

[12] CA rollo, p. 323; petitioners' Comment, p. 31, last paragraph.

[13] CA rollo, p. 78.

[14] Id. at 92.

- [15] Supra note 3.
- [16] Supra note 13.
- [17] Supra note 14.
- [18] Supra note 5.
- [19] Rollo, p. 22; Petition, p. 11, par. 1.
- [20] Article 61 of the Labor Code.
- [21] Rollo, pp. 27-28; Petition, pp. 16-17.
- [22] CA rollo, p. 354; Annex "4" of Atlanta's Comment.
- [23] Rollo, pp. 125-139.
- [24] Supra note 14.
- [25] Supra note 5.
- [26] Rollo, p. 127; respondents' Comment, p. 3, par. 5.
- [27] Rollo, p. 189.
- [28] Id. at 151.
- [29] Id. at 130; Respondent's Comment, p. 6, par. 12.
- [30] Ibid.
- [31] CA rollo, pp. 129-148 and 152-153.
- [32] Id. at 162, Annex "H."
- [33] Id. at 85-92-A; Petition for Certiorari, Annexes "JJ" to "RR."
- [34] Id. at 286, Annex "RRR."
- [35] G.R. No. 162253, August 13, 2008, 562 SCRA 80, citing *Atillo v. Bombay*, 404 Phil. 179 (2001).
- [36] SEC. 2. Form and contents. - The petition shall be filed in seven (7) legible copies, with the original copy intended for the court being indicated as such by the petitioner, and shall (a) state the full names of the parties to the case, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the specific material dates showing that it was filed on time; (c) set forth concisely a statement of the matters involved, the issues raised, the specification of errors of fact or law, or both, allegedly committed by the Regional Trial Court, and the reasons or arguments relied upon for the allowance of the appeal; (d) be accompanied by clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, certified correct by the clerk of court of the Regional Trial Court, the requisite number of plain copies thereof and of the pleadings and other material portions of the record as would support the allegations of the petition.
- [37] Supra note 35, at 87.
- [38] Supra note 2.
- [39] Supra note 3.

[40] Rollo, pp. 89-99; Petition, Annex "N."

[41] Id. at 100-110; Petition, Annex "O."

[42] Ibid.

[43] Supra note 40.

[44] Supra note 13.

[45] Supra note 14.

[46] CA rollo, p. 86.

[47] Id. at 87.

[48] Id. at 88.

[49] Id. at 89.

[50] Id. at 90.

[51] Id. at 91.

[52] Id. at 92.

[53] Id. at 92-A.

[54] Supra note 5.

[55] Supra note 5, caption of each page of the list's last line.

[56] Rollo, p. 217; Bernardo's Affidavit dated May 25, 2006.

[57] Id. at 60; CA Decision, p. 19, par. 1.

[58] Articles 279 & 277 (b) of the Labor Code.

[59] Rollo, pp. 67-82; copies of the second apprenticeship agreements.

[60] Section 18, Rule VI, Book II of the Implementing Rules and Regulations of the Labor Code.

[61] CA rollo, pp. 286-287.

[62] Supra note 12.

[63] Rollo, p. 61; CA Decision, p. 20, last paragraph.

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