OKS DESIGNTECH, INC. REPRESENTED BY ZAMBY O. PONGAD, PETITIONER, VS. MARY JAYNE L. CACCAM, RESPONDENT.

G.R. No. 211263. August 05, 2015

Ponente: PERLAS-BERNABE, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-211263/

PERLAS-BERNABE, J.:

Assailed in this petition for review on certiorari[1] are the Decision[2] dated December 13, 2012 and the Resolution[3] dated January 15, 2014 of the Court of Appeals (CA) in CA-G.R. SP No. 121451, which reversed and set aside the Decision[4] dated April 29, 2011 and the Resolution[5] dated June 29, 2011 of the National Labor Relations Commission (NLRC) in NLRC LAC Case No. 05-001098-10 and instead, reinstated the Decision[6] dated April 23, 2010 of the Labor Arbiter (LA) in NLRC RAB-CAR Case No. 07-0303-09 finding respondent Mary Jayne L. Caccam (respondent) to have been illegally dismissed.

The Facts

Petitioner OKS DesignTech, Inc. (petitioner) hired respondent as an accountant under a Contract of Employment for a Fixed Period[7] from January 21, 2008 to June 21, 2008. Thereafter, the contract was renewed[8] for the period June 22, 2008 to June 21, 2009.

On June 8, 2009, respondent received a letter[9] dated June 6, 2009 signed by the Company Manager, Engineer Zamby O. Pongad (Pongad), informing her of the expiration of her contract on June 21, 2009. She was also given the option to consume her 19 days of unused leave credits until the end of her contract with the balance, if any, to be converted to cash and released together with her last salary and 13[th] month pay on or before June 30, 2009.[10]

Claiming to have been summarily dismissed by virtue of the afore-mentioned letter and not paid her earned salary and benefits as promised, respondent filed on July 2, 2009, a complaint[11] for illegal dismissal, non-payment of salaries (for the period May 21, 2009 to June 20, 2009), 13[th] month pay, allowances, service incentive leave pay, damages and attorney's fees, with prayer for reinstatement, against petitioner, its President, Satoshi Okanda (Okanda), Pongad, and Samuel Bumangil, docketed as NLRC RAB-CAR Case No. 07-0303-09.

Respondent claimed that she was a regular employee, arguing that the nature of her work was necessary and desirable in the usual business of petitioner, and that she was merely imposed a fixed-term employment with an understanding that her contract would just be renewed upon its expiration. Hence, in view of her regular status, and petitioner's failure to afford her the opportunity to be heard before terminating her employment, she asserted that she was illegally dismissed.[12] In support of her claim, respondent presented, among others, a Certificate of Employment dated June 6, 2009 which showed that her employment was terminated on June 5, 2009.[13]

During the mandatory conference, respondent was paid in full her money claims in the total amount of P21,168.00.[14] As such, in an Order[15] dated August 4, 2009, the LA limited the issue to the validity of respondent's dismissal and her claim for damages.

For their part, petitioner, together with the officers impleaded in respondent's complaint, denied[16] that the latter was illegally dismissed. Instead, they claimed that it was respondent who requested Pongad to sign the notice of end contract dated June 6, 2009, and the certificate of employment which were to be used in her legal action for correction of her first name in her birth certificate. They averred that the complaint was used only in retaliation to the criminal complaint for Qualified Theft and Falsification of Private Documents that was filed against respondent after having discovered several unauthorized withdrawals amounting to P500,000.00 from its bank in violation of the trust and confidence reposed in her. They added that the June 6, 2009 letter was not actually a termination letter but a mere notice of the expiration of her employment contract since Pongad was not authorized to dismiss employees, which power was exclusively lodged in Okanda and the Board of Directors. After the discovery of the anomalous transactions, respondent failed to heed the directive to explain the charges, and while she reported on June 12, 2009 to claim her salary, she did not proceed since her husband, who was then with her, was not allowed entry in the premises and just left. They, thus, denied the claim for damages for lack of factual and legal bases.

In reply,[17] respondent opposed the charges leveled against her, positing that it was Pongad who misappropriated the funds since the company passbooks were always in the latter's possession. While she admitted having secured the Certificate of Employment from Pongad, she nonetheless denied having caused him to issue and sign the notice of end contract. She further admitted that she opted not to report for work after she received the notice of end of contract on June 8, 2009 since she was allowed to use her 19 days unused leave credits, as stated in the June 6, 2009 letter.[18] She nonetheless maintained that she was prevented entry on June 12, 2009 by the security guard when she tried to claim her salary for the period May 21, 2009 to June 5, 2009.

The LA Ruling

In a Decision[19] dated April 23, 2010, the LA declared respondent to have been illegally dismissed. The LA ruled that since the latter signed the first contract only on April 21, 2008 and not on January 21, 2008, the date she was hired, the said contract was deemed a probationary contract, and that by extending it for another year, she attained the status of a regular employee who may be dismissed only for just or authorized cause. The LA further held that even with the pending criminal case against respondent, there was no substantial evidence to support petitioner's claim of loss of trust and confidence, noting that it was not part of respondent's duty to withdraw money from the company's depository bank, and that the questioned check transactions were all authorized and signed by the manager with no allegation of forgery.

Consequently, the LA ordered petitioner to reinstate respondent to her former position with all the rights and benefits and to pay her backwages computed from the time of her dismissal until finality of the decision with legal interest until actual or payroll reinstatement. However, in view of the strained relations, she was awarded separation pay in lieu of reinstatement equivalent to one month pay for every year of service including all other benefits and facilities that she was entitled to. The LA likewise found petitioner to have acted in bad faith and as such, awarded moral and exemplary damages in the amounts of P300,000.00 and P200,000.00, respectively, the amount of P30,000.00 as indemnity for petitioner's failure to comply with due process, and attorney's fees.

Dissatisfied, petitioner appealed[20] to the NLRC.

The NLRC Ruling

In a Decision[21] dated April 29, 2011, the NLRC reversed and set aside the LA's decision and instead, dismissed the complaint, ratiocinating that there was no factual basis to support the conclusion that the first contract was a contract for probationary employment. It observed that none of the parties assailed the fixed period employment, adding that the nature of respondent's work, even if necessary and desirable in the usual trade or business of

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

petitioner, and the fact that the period of her employment extended for more than one year were not decisive indicators for regularity of employment in a fixed period employment. It further held that in such kind of employment, no prior notice of termination was required to comply with the due process requirement. Thus, the notice of end contract dated June 6, 2009 was a mere reminder of the eventual expiration of her contract, and that the subsequent payment of the money due her for the period covered by the second contract supports such fact. Finally, there was no illegal dismissal as it was respondent who left the company premises on June 12, 2009.

Respondent's motion for reconsideration[22] was denied in a Resolution[23] dated June 29, 2011. Aggrieved, she elevated the matter to the CA via petition for certiorari.[24]

The CA Ruling

In a Decision[25] dated December 13, 2012, the CA reversed and set aside the NLRC's April 29, 2011 Decision and reinstated the LA's April 23, 2010 Decision insofar as it declared respondent's termination from work to be illegal. It concurred with the LA that respondent was a regular employee, despite the existence of a fixed-term contract of employment, since said contract, despite purportedly beginning on January 21, 2008, was actually executed only on April 21, 2008, and extended for another year, during which respondent was performing tasks that were usually necessary and desirable in the usual trade or business of petitioner. Further, citing the case of Innodata Philippines, Inc. v. Quejada-Lopez[26] (Innodata), the CA ruled that the terms and conditions of the first contract and the second contract negated a fixed-term employment since they state that respondent's employment may be terminated prior to the expiration thereof for "just or authorized cause or when the EMPLOYEE fails to meet the reasonable standards made known to him by the EMPLOYER." Hence, it concluded that respondent was a regular employee who had been illegally dismissed. Therefore, she was entitled to the payment of full backwages, inclusive of allowances and other benefits with interest in accordance with the Labor Code. However, the CA deleted the award of moral and exemplary damages for lack of cogent foundation therefor.

Petitioner's motion for reconsideration[27] was denied in a Resolution[28] dated January 15, 2014; hence, this petition.

The Issue Before the Court

The sole issue for the Court's resolution is whether the CA erred in ruling that the NLRC gravely abused its discretion in finding that respondent was not a regular employee and as such, validly dismissed due to the expiration of her fixed-term contract.

The Court's Ruling

The petition is meritorious.

It is well-settled that only questions of law may be raised in a petition for review on certiorari under Rule 45 of the Rules of Court.[29] The Court is not a trier of facts and does not routinely examine the evidence presented by the contending parties.[30] Nevertheless, the divergence in the findings of fact by the LA and the NLRC, on the one hand, and that of the CA, on the other, is a recognized exception for the Court to open and scrutinize the records to determine whether the CA, in the exercise of its certiorari jurisdiction, erred in finding grave abuse of discretion on the part of the NLRC in ruling that respondent was not illegally dismissed.[31]

To justify the grant of the extraordinary remedy of certiorari, petitioner must satisfactorily show that the court or quasi-judicial authority gravely abused the discretion conferred upon it. Grave abuse of discretion connotes a capricious and whimsical exercise of judgment, done in a despotic manner by reason of passion or personal hostility, the character of which being so patent and gross as to amount to an evasion of positive duty or to a

virtual refusal to perform the duty enjoined by or to act at all in contemplation of law.[32] It has also been held that grave abuse of discretion arises when a lower court or tribunal patently violates the Constitution, the law or existing jurisprudence.[33] The existence of such patent violation evinces that the assailed judicial or quasi-judicial act is snared with the quality of whim and caprice, amounting to lack or excess of jurisdiction.

Tested against these considerations, the Court finds that the CA committed reversible error in granting respondent's certiorari petition since the NLRC did not gravely abuse its discretion in ruling that respondent was legally dismissed.

In this case, the validity of respondent's dismissal depends on whether she was hired for a fixed period, as ruled by the NLRC, or as a regular employee who may not be dismissed except for just or authorized causes.

Article 294[34] of the Labor Code[35] provides that:

> Art. 294. 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 service 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.

Under the foregoing provision, regular employment exists when the employee is: (a) one engaged to perform activities that are necessary or desirable in the usual trade or business of the employer; or (b) a casual employee who has rendered at least one year of service, whether continuous or broken, with respect to the activity in which he is employed.[36]

Meanwhile, an employee is said to be under a fixed-term employment when he is hired under a contract which specifies that the employment will last only for a definite period.

In the landmark case of Brent School, Inc. v. Zamora,[37] this Court sustained the validity of fixed-term employment contracts as follows:

> Accordingly, and since the entire purpose behind the development of legislation culminating in the present Article 280 [now, Article 294] 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. (Emphasis supplied)

In light of the foregoing, the Court laid down the following indicators under which fixed-term employment could not be construed as a circumvention of the law on security of tenure:

> (a) The fixed period of employment was knowingly and voluntarily agreed upon 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
>
> (b) It satisfactorily appears that the employer and the employee dealt with each other on more or less equal terms with no moral dominance exercised by the former or the latter.[38]

An examination of the contracts entered into by respondent reveals that her employment was clearly limited to a fixed period and did not go beyond such period. She, however, asserted that she is deemed a regular employee in view of the nature of her employment as an accountant, an activity that is necessary and desirable in the usual business or trade of the company. This notwithstanding, case law dictates that even if an employee is engaged to perform activities that are necessary or desirable in the usual trade or business of the employer, the same does not preclude the fixing of employment for a definite period.[39] There is nothing essentially contradictory between a definite period of employment and the nature of the employee's duties. In St. Theresa's School of Novaliches Foundation v. NLRC,[40] it was explained:

> Article 280 [now, Article 294] of the Labor Code does not proscribe or prohibit an employment contract with a fixed period provided the same is entered into by the parties, without any force, duress or improper pressure being brought to bear upon the employee and absent any other circumstance vitiating consent. It does not necessarily follow that where the duties of the employee 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. There is thus nothing essentially contradictory between a definite period of employment and the nature of the employee's duties. (Emphases and underscoring supplied)

In fact, the Court, in Brent, had already pronounced that the decisive determinant in fixed-term employment should not be the activities that the employee is called upon to perform, but the day certain agreed upon by the parties for the commencement and termination of their employment relationship.[41]

Here, respondent undisputedly executed a first employment contract which clearly states on its face that it was for a fixed period of five (5) months beginning from January 21, 2008 to June 21, 2008. While it appears that the said contract was actually signed only on April 21, 2008, the fact remains that respondent was made well-aware of the fixed period undertaking from the time of her engagement on January 21, 2008. Otherwise, she would not have agreed to the contract's signing. Significantly, nothing on record shows that respondent's consent thereto was vitiated or that force, duress, or improper pressure was exerted on her, or that petitioner exercised moral dominance over her. The same holds true for the second fixed-term contract covering the period from June 22, 2008 until June 21, 2009 which she voluntarily signed on June 21, 2008.

In Labayog v. M.Y. San Biscuits, Inc.,[42] the Court upheld the validity of the fixed-term employment contracts of the employees therein, noting that from the time they were hired, they were informed that their engagement was for a specific period, as respondent was in this case:

> Simply put, petitioners were not regular employees. While their employment as mixers, packers and machine operators was necessary and desirable in the usual business of respondent company, they were employed temporarily only, during periods when there was heightened demand for production. Consequently, there could have been no illegal dismissal when their services were terminated on expiration of their contracts. There was even no need for notice of termination because they knew exactly when their contracts would end. Contracts of employment for a fixed period terminate on their own at the end of such period.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

> Contracts of employment for a fixed period are not unlawful. What is objectionable is the practice of some scrupulous employers who try to circumvent the law protecting workers from the capricious termination of employment. Employers have the right and prerogative to choose their workers. The law, while protecting the rights of the employees, authorizes neither the oppression nor destruction of the employer. When the law angles the scales of justice in favor of labor, the scale should never be so tilted if the result is an injustice to the employer.

That respondent was made to believe that her contract will just be renewed every time it expires was not supported by substantial evidence. It bears stressing that self-serving and unsubstantiated declarations are not sufficient where the quantum of evidence required to establish a fact is substantial evidence, described as more than a mere scintilla.[43] Moreover, Section 3 (d), Rule 131 of the Rules of Court carries a legal presumption that a person takes ordinary care of his concerns. To this, case law dictates that the natural presumption is that one does not sign a document without first informing himself of its contents and consequences.[44] Also, Section 3 (p) of the same Rule equally presumes that private transactions have been fair and regular. It therefore behooves every contracting party to learn and know the contents of a document before he signs the same. To add, since the employment contracts were duly acknowledged before a notary public, it is deemed prima facie evidence of the facts expressed therein and such notarial documents have in their favor the presumption of regularity that may be contradicted only by clear, convincing and more than merely preponderant evidence,[45] which respondent failed to show in this case.

The crucial factor to it all is that there is no showing that the subject contracts were used as subterfuge to deny respondent of her security of tenure. Contrary to the findings of the CA, there was no ambiguity in the said contracts when it stipulated that the employee may be terminated if he "fails to meet the reasonable standards made known to him." While such provision would commonly appear in a probationary contract pursuant to Article 295[46] of the Labor Code, its inclusion in the fixed-period contracts in this case never gave rise to an implied probationary employment status, for which she was to be evaluated by the company under certain regularization standards during a specified trial period, simply because respondent was never employed on a probationary basis. On the contrary, records fully support the NLRC's finding that respondent's employment was hinged on a stipulated term. In Mercado v. AMA Computer College-Parañaque City, Inc.,[47] the Court delineated the foundational difference between probationary and fixed-term employment contracts, to the latter this case clearly falls:

> The fixed-term character of employment essentially refers to the period agreed upon between the employer and the employee; employment exists only for the duration of the term and ends on its own when the term expires. In a sense, employment on probationary status also refers to a period because of the technical meaning "probation" carries in Philippine labor law - a maximum period of six months, or in the academe, a period of three years for those engaged in teaching jobs. Their similarity ends there, however, because of the overriding meaning that being "on probation" connotes, i.e., a process of testing and observing the character or abilities of a person who is new to a role or job.
>
> Understood in the above sense, the essentially protective character of probationary status for management can readily be appreciated. But this same protective character gives rise to the countervailing but equally protective rule that the probationary period can only last for a specific maximum period and under reasonable, well-laid and properly communicated standards. Otherwise stated, within the period of the probation, any employer move based on the probationary standards and affecting the continuity of the employment must strictly conform to the probationary rules.

Further, it would not be amiss to point out that while respondent had presented a Certificate of Employment dated June 6, 2009 which showed that she was supposedly "terminated" on June 5, 2009, the same cannot be considered

as evidence of her premature termination from the company but instead, evidence to show that respondent had chosen to avail of her 19 days unused leave credits, as allowed by the company per its June 6, 2009 letter. Upon her own request, she was issued this certification to clear her of all her outstanding liabilities since she, as admitted,[48] would not anymore report for work in view of her leave availment.

Finally, it should be clarified that the Innodata[49] case relied upon by the CA to negate the finding of fixed-term employment in this case is not applicable. In Innodata, the Court struck down the purported "fixed-term employment" contract therein for being contrary to law, morals, good customs, public order or public policy as it granted the employer the "right to pre-terminate this Contract within the first three (3) months of its duration upon failure of the EMPLOYEE to meet and pass the qualifications and standards set by the EMPLOYER and made known to the EMPLOYEE prior to the execution hereof." This contractual right to terminate within a three (3) month probationary period was in addition to the contract's automatic termination clause which states that "This Contract shall automatically terminate on March 03, 1998 without need of notice of demand." Under these circumstances then, the employer had fused a probationary contract into a fixed-term contract. Therefore, the Court concluded that "[c]learly, to avoid regularization, [the employer] has again sought to resort alternatively to probationary employment and employment for a fixed-term." Likewise, a reading of Servidad v. NLRC,[50] a case that was used as basis in resolving Innodata, shows that the employment contract struck down therein also provided for two periods to preclude the employee's acquisition of tenurial security. However, as earlier intimated, this two-period probationary/fixed-term employment mechanism does not obtain here.

For all the foregoing reasons, the Court therefore upholds the NLRC's finding that respondent was a fixed-term employee and not a regular one whose employment may be validly terminated upon the expiration of her contract.[51] To reiterate, contracts of employment for a fixed period are not per se unlawful. What is objectionable is the practice of some unscrupulous employers who try to circumvent the law protecting the workers from the capricious termination of employment.[52]

In fine, having been hired under a valid fixed-period employment contract, respondent's employment was lawfully terminated upon its expiration on June 21, 2009 without need of any further notice. Hence, the CA erred in ascribing grave abuse of discretion on the part of the NLRC which, in fact, correctly found respondent not to have been illegally dismissed.

WHEREFORE, the petition is GRANTED. The Decision dated December 13, 2012 and the Resolution dated January 15, 2014 of the Court of Appeals in CA-G.R. SP No. 121451 are hereby REVERSED and SET ASIDE. The Decision dated April 29, 2011 and the Resolution dated June 29, 2011 of the National Labor Relations Commission in NLRC LAC Case No. 05-001098-10 dismissing respondent Mary Jayne L. Caccam's complaint for illegal dismissal are REINSTATED.

SO ORDERED.

Sereno, C.J., (Chairperson), Leonardo-De Castro, Bersamin, and Perez, JJ., concur.

---

[*] "Mary Jane" in some parts of the records.

[1] Rollo, pp. 9-24.

[2] Id. at 26-36. Penned by Associate Justice Eduardo B. Peralta, Jr. with Associate Justices Vicente S.E. Veloso and Jane Aurora C. Lantion concurring.

[3] Id. at 38.

[4] Id. at 41-52. Penned by Commissioner Pablo C. Espiritu, Jr. with Commissioner Gregorio O. Bilog III concurring. Commissioner Alex A. Lopez took no part.

[5] Id. at 118-120.

[6] Id. at 84-95. Penned by Labor Arbiter Monroe C. Tabingan.

[7] CA rollo, pp. 106-108.

[8] Id. at 110-112.

[9] Rollo, p. 53.

[10] Id.

[11] Id. at 71.

[12] CA rollo, pp. 86-97.

[13] Id. at 25.

[14] Rollo, pp. 84 and 98.

[15] CA rollo, p.84.

[16] Rollo, p. 76-83.

[17] CA rollo, pp. 98-105.

[18] Id. at 100.

[19] Rollo, pp. 84-95.

[20] Id. at 99-116.

[21] Id. at 41-52.

[22] CA rollo, pp. 160-191.

[23] Id. at 118-120.

[24] CA rollo, pp. 3-52.

[25] Rollo, pp. 26-36.

[26] 535 Phil. 263 (2006).

[27] CA rollo, pp. 252-262.

[28] Rollo, p. 38.

[29] See Section 1, Rule 45 of the Rules of Court.

[30] Dimagan v. Dacworks United, Inc., 677 Phil. 472, 480 (2011).

[31] Id.

[32] See Bahia Shipping Services, Inc. v. Hipe, Jr., G.R. No. 204699, November 12, 2014.

[33] Tagolino v. House of Representatives Electoral Tribunal, G.R. No. 202202, March 19, 2013, 693 SCRA 574,

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

599-600.

[34] Formerly Article 280. As renumbered pursuant to Section 5 of Republic Act No. 10151, entitled "AN ACT ALLOWING THE EMPLOYMENT OF NIGHT WORKERS, THEREBY REPEALING ARTICLES 130 AND 131 OF PRESIDENTIAL DECREE NUMBER FOUR HUNDRED FORTY-TWO, AS AMENDED, OTHERWISE KNOWN AS THE LABOR CODE OF THE PHILIPPINES" (July 26, 2010).

[35] Presidential Decree No. 442 entitled "A DECREE INSTITUTING A LABOR CODE THEREBY REVISING AND CONSOLIDATING LABOR AND SOCIAL LAWS TO AFFORD PROTECTION TO LABOR, PROMOTE EMPLOYMENT AND HUMAN RESOURCES DEVELOPMENT AND INSURE INDUSTRIAL PEACE BASED ON SOCIAL JUSTICE" (May 1, 1974).

[36] Caparoso v. CA, 544 Phil. 721, 726-727 (2007).

[37] 260 Phil. 747, 763 (1990).

[38] Pure Foods Corp. v. NLRC, 347 Phil. 434, 443 (1997).

[39] Id. at 442-443.

[40] 351 Phil. 1038, 1043 (1998).

[41] Philippine Village Hotel v. NLRC, G.R. No. 105033, February 28, 1994, 230 SCRA 423, 427.

[42] 527 Phil. 67, 72-73 (2006); citation omitted.

[43] Loadstar International Shipping, Inc. v. Heirs of the late Enrique C. Calawigan, G.R. No. 187337, December 5, 2012, 687 SCRA 300, 313-314; citation omitted.

[44] Allied Banking Corporation v. CA, 527 Phil. 46, 56 (2006).

[45] Rufina Patis Factory v. Alusitain, 478 Phil. 544, 559 (2004).

[46] Formerly Article 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 to the employee at the time of his engagement. An employee who is allowed to work after a probationary period shall be considered a regular employee, (emphasis supplied)

[47] 632 Phil. 228, 256-257 (2010).

[48] CA rollo, p. 100.

[49] Rollo, p. 33, citing Innodata Philippines, Inc. v. Quejada-Lopez, supra note 26.

[50] Id., citing Servidad v. NLRC, 364 Phil. 518, 528 (1999).

[51] Labayog v. M. Y. San Biscuits, Inc., supra note 42, at 72-73.

[52] Id. at 73.

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.