

**MARCIANO D. MAGTIBAY, PETITIONER, VS. AIRTRAC
AGRICULTURAL CORPORATION AND/OR IAN PHILIPPE W.
CUYEGKENG, PRESIDENT, VICTOR S. MERCADO, JR., CHIEF
FINANCIAL OFFICER, RESPONDENTS.**

G.R. No. 228212. July 08, 2020

Ponente: CARANDANG, J.

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CARANDANG, J.:

Before us is a Petition for Review on Certiorari[1] under Rule 45 of the Rules of Court filed by Marciano D. Magtibay (petitioner) seeking the annulment and reversal of the Decision[2] dated May 30, 2016 and Resolution[3] dated October 5, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 07045 which affirmed the Resolutions dated May 7, 2015[4] and July 27, 2015[5] of the National Labor Relations Commission (NLRC). The NLRC reversed and set aside the Decision[6] dated August 29, 2014 of the Labor Arbiter (LA) and dismissed the complaint for illegal dismissal with money claims filed by petitioner against respondents Airtrac Agricultural Corporation (Airtrac) and/or Ian Philippe W. Cuyegkeng (Cuyegkeng) and Victor S. Mercado, Jr. (Mercado) in their respective capacities as President and Chief Financial Officer.

Facts of the Case

Petitioner is a certified accountant who was hired as Consultant by respondent Airtrac, a corporation engaged in the business of crop dusting, weed control and eradication by the use of airplane or related equipment. He joined Airtrac on July 19, 2010 upon the invitation of Roinda Soriano (Soriano), the administrative head officer of Sumifru. Petitioner was paid P55,705.00 per month for a minimum of 24 hours of service per week. Petitioner signed a Consultancy Agreement[7] for five months from July 19, 2010 to December 18, 2010. In August 2010, petitioner worked as Controller of Airtrac. Later in November 2010, when the previous operations manager of Airtrac, Mr. J.J. Gonzalo Barcia resigned, petitioner assumed as "General Manager." He initially protested the low pay considering the increased responsibility but refrained from being adamant as his contract was to expire on December 18, 2010. He claimed that his working hours as General Manager were from 8:00 a.m. to 5:00 p.m., from Monday to Saturday.[8]

On April 20, 2011, an Aviation Service Agreement[9] was entered into by and between Airtrac and Sumifru. Petitioner was under special instruction as General Manager of Airtrac to work on the services provided in the Service Agreement.[10]

Thereafter, sometime on January 2012, he was made to sign another Consultancy Agreement[11] with Airtrac for a two-year period from December 19, 2011 to December 18, 2013 with Service Fee of P70,000.00 per month, 13th month pay, and other additional benefits, and for which he was required to render service four hours per day at such times as may be reasonably required by the Company. This was despite the fact that he was already rendering duties of a General Manager working eight hours a day.[12] He claimed that within the week of signing the abovementioned contract, he expressed his dissent to Marilyn Lee, the Chief Financial Officer of Airtrac who

advised him to clarify it with Soriano but petitioner did not follow through with his complaint.[13] After his contract expired on December 18, 2013, he was again made to sign another two-year period Consultancy Agreement[14] from December 19, 2013 until December 18, 2015, at the rate of P70,000.00 per month. He signed it but changed the offered rate of P70,000.00 per month to a higher rate of P90,000.00 per month. This contract was signed by Ricky Tagabucba, the Human Resources Management Department Head.[15]

On January 20, 2014, as the new contract was not yet approved, petitioner billed Airtrac for unpaid hours of service from June 2011 until January 18, 2014 amounting to P1,904,000.00 after deduction of the 15% tax as consultant.[16] The new contract with his counteroffer of P90,000.00 per month was later disapproved. In a letter[17] dated February 10, 2014, Airtrac notified him of the non-renewal of his consultancy agreement and that petitioner's appointment as General Manager would likewise be terminated effective March 12, 2014.[18]

Petitioner received the notice but made a marginal note on the received copy[19] thereof as "received with reservations and issues to resolve." [20] He then handed to Rose Mary Angelia (Angelia) his resignation letter[21] stating that he would resigning as General Manager of Airtrac. On February 12, 2014, a written announcement[22] signed by respondent Cuyegkeng as president of Airtrac appointing Captain Samson S. Villaber as Officer-in-Charge and Than Htun as consultant. Petitioner turned over the records and functions previously assigned to him. He also returned the company car and paid the cash advances made to him. Petitioner reiterated his billing for receivables on the balance of his pay pertaining to the extra hours he served Airtrac. Airtrac denied his claim.[23]

On April 22, 2014, petitioner instituted a complaint for illegal dismissal with money claims against respondents Airtrac and/or Cuyegkeng and Mercado in their respective capacities as President and Chief Financial Officer of the respondent corporation.[24] In his position paper,[25] petitioner claimed that he was a regular employee of Airtrac who was illegally dismissed by respondents. He averred that he was made to sign consultancy agreements in order to deprive him of his benefits and security of tenure.[26]

He further asserted that he would entitled to the money claims he demanded from respondents.[27]

For their part, respondents countered that petitioner was not dismissed but rather his consultancy agreement expired and was not renewed which resulted in the termination of his services. Respondents contended that petitioner was an independent contractor and not an employee of Airtrac.[28]

Ruling of the Labor Arbiter

In a Decision[29] dated August 29, 2014, the LA ruled in favor of petitioner and declared that he was illegally constructively dismissed from employment. The LA held that the existence of employment relationship is determined by law and not by contract and to rule otherwise would set a dangerous precedent, which would in effect permit employers to evade their responsibilities under our labor laws through the scheme of having the employees sign agreements negating the existence of employer-employee relationship.[30] The LA noted that "when petitioner was appointed as General Manager and performed the duties and functions as such, the Consultancy Agreement of petitioner with respondent Airtrac was effectively terminated and that he is considered hired as regular employee to occupy the position of General Manager. Thus, petitioner was illegally constructively dismissed from his employment with the appointment of his replacement as there was no justifiable reason to terminate petitioner's employment and the alleged non-renewal of consultancy agreement is not among the just causes allowable by law.[31]

Respondents were held solidarity liable to pay petitioner the total amount of P2,065,580.28, representing unpaid salaries of P198,000.25; backwages of P919,800; separation pay of P560,000.00; moral damages and exemplary damages of P100,000.00 each and attorney's fees of 10% of the total amount. The dispositive portion of the

Decision of the LA reads:

WHEREFORE, FOREGOING PREMISES CONSIDERED, judgment is hereby rendered declaring that complainant MARCIANO D. MAGTIBAY was ILLEGALLY CONSTRUCTIVELY DISMISSED from his employment.

Consequently, respondents AIRTRAC AGRICULTURAL CORPORATION and/or IAN PHILIPPE W. CUYEGKENG and VICTOR S. MERCADO in their respective capacity (sic) as President and Chief Finance Officer of the respondent corporation are hereby severally and solidarily held liable to pay complainant Magtibay the following monetary judgment award in the total amount of Two Million Sixty Five Thousand Five Hundred Eighty Pesos & 28/100 (P2,065,580.28), as herein computed below:

A. UNPAID SALARIES

(December 19, 2013 to February 12, 2014) P198,000.25

B. BACK WAGES

(February 13, 2014 to Aug. 30, 2014 = 6.57 mos. x P140,000.00) P919,800.00

C. SEPARATION PAY

(Aug 2010 to Aug 2014 = 4 years x P140,000.00) 560,000.00

D. MORAL DAMAGES 100,000.00

E. EXEMPLARY DAMAGES

TOTAL 100,000.00

P1,877,800.25

F. ATTORNEY'S FEE (10%)

TOTAL AWARD 187,780.03

P2,065,580.28

All other claims not hereto awarded are considered denied for lack of merit.

SO ORDERED.[32] (Emphasis omitted)

Ruling of the National Labor Relations Commission

On appeal, the Decision[33] of the LA was reversed by the NLRC in its Resolution[34] dated May 7, 2015, stating that:

WHEREFORE, the appeal is GRANTED and the assailed Decision of the Labor Arbiter a quo is hereby REVERSED and SET ASIDE.

The complaint for illegal dismissal is DISMISSED for lack of merit. Respondent Airtrac is ordered to pay Complainant Magtibay the amount of P178,500.00 as unpaid salaries for three (3) months.

SO ORDERED.[35] (Emphasis omitted)

The NLRC held that petitioner was not illegally dismissed, hence he is not entitled to separation pay and backwages. The NLRC noted that petitioner and respondent Airtrac had term consultancy agreements. The initial

contract was for five months and was renewed for a second term for one year, and a third term for two years. Thus, according to the NLRC, petitioner is a contracted employee or more aptly, a contracted officer of the company. The NLRC further observed that there was no evidence presented by petitioner that his consent to the three consultancy agreements was vitiated or forced. He voluntarily agreed to the fixed-term contract.[36] As to the issue of work and time, the NLRC ruled that managerial employees are generally paid without overtime and that the need to put on more hours of work than that indicated in the contract was his look-out. As to the pay of petitioner, it was clear from the start that his work was subject to a fixed period and with fixed pay per month. Nevertheless, the NLRC held that petitioner is entitled to his unpaid salaries of three months less the tax withheld which amounted to P178,500.00.[37]

Petitioner filed a Motion for Reconsideration[38] but the NLRC denied his motion in its Resolution[39] dated July 27, 2015.

Petitioner elevated his case to the CA assailing the Resolutions of the NLRC. He reiterated that he is a regular employee of Airtrac, and not a consultant with a fixed-term contract; that he was illegally dismissed by respondents and that the monetary award due to him, as computed by the Labor Arbiter, was proper.[40]

Ruling of the Court of Appeals

In a Decision[41] dated May 30, 2016, the Court of Appeals denied the appeal and affirmed the ruling of the NLRC. The CA upheld the consultancy agreement or contracts between petitioner and respondent Airtrac. The CA agreed with the findings of the NLRC that it was clear to both parties at the start of work that their agreement was subject to a fixed period and with fixed pay per month. The CA held that the consultancy agreements or contracts between petitioner and respondents should be upheld since petitioner agreed to the terms of the contract and had voluntarily signed the same. The dispositive portion of the CA Decision states, to wit:

WHEREFORE, the petition is hereby DENIED. The National Labor Relations Commission, Eighth (8th) Division's (NLRC) Resolutions dated May 7, 2015 and July 27, 2015 Resolution are hereby AFFIRMED.

SO ORDERED.[42]

The CA, likewise, denied the motion for reconsideration[43] filed by petitioner in a Resolution[44] dated October 5, 2016.

Petitioner is now before Us through a Petition for Review on Certiorari raising the following issues:

- a. Can numerous documents supporting petitioner's claim of regular employment be simply over-ridden by a consultancy agreement?
- b. Can a consultancy agreement be upheld as the controlling arrangement of employment and at the time disregarded as to the other provision on the term/duration of the contract?[45]

Petitioner filed this petition reiterating his stand that he is a regular employee who was illegally dismissed and is entitled to the money claims. Petitioner asserts that the CA and the NLRC erred in ruling that petitioner's employment with Airtrac was for a fixed term, as evidenced by the consultancy agreements. Petitioner does not deny that his entry to respondent Airtrac was through a consultancy agreement where he was engaged as a consultant from July 19, 2010 until December 18, 2010. However, petitioner claims that things changed upon the resignation of the prior manager and his eventual assumption of the duties of General Manager. This change, according to petitioner, necessitated a change in his working hours and most importantly, a change in his functions. Petitioner contends that he was made to work as General Manager although he was made to sign an agreement stating, that he is merely a consultant to prevent him from acquiring regular employment and security of tenure.[46]

Moreover, petitioner argues that the consultancy agreements do not reflect the true working relationship of the parties, considering that the consultancy agreement provides no specific project; no schedule of services was appended therein, and stipulated open-ended undetermined tasks requirement which do not pertain to the tasks actually performed by the petitioner as General Manager. Petitioner stresses that he did not function as consultant but as a General Manager and he did not work for four hours only as stated in the consultancy agreement. Thus, being then the General Manager of Airtrac, petitioner asserts that he is considered a regular employee having performed activities usually necessary or desirable in the usual business and trade of the employer.[47]

Respondents, in their Comment,[48] maintain that the CA correctly upheld the consultancy agreements as proof of respondents' employment of petitioner for a fixed term or period. Respondents asserted that whatever acts or duties petitioner as General Manager had on top of and in addition to his being a consultant did not change the nature of the relationship between petitioner and respondents. Respondents countered that when petitioner signed his signature but changed the printed amount of P70,000.00 to P90,000.00, he was aware of his status as a consultant.[49]

Issues

The issues to be resolved in this case are: (1) whether petitioner is a regular employee of respondents or an officer with a fixed term contract; (2) whether petitioner was illegally terminated by respondents; and (3) whether petitioner is entitled to his money claims. These issues boil down to whether the CA erred in upholding the ruling of the NLRC that petitioner's agreement with respondent Airtrac was a fixed term contract based on consultancy agreements and that he was not a regular employee of respondents, but a contracted employee or officer of the company.

Ruling of the Court

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. The Court is not a trier of facts and does not routinely examine the evidence presented by the contending parties.[50] Nevertheless, the divergence of findings of fact by the LA on the one hand, and the NLRC and 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 affirming the NLRC ruling that petitioner was not a regular employee but a contracted officer of the company, and that he was not illegally dismissed.

On the first issue, it is imperative that we determine the true nature of petitioner's employment with respondent since the validity of petitioner's dismissal depends on whether he was hired for a fixed period, as claimed by respondents, or as a regular employee who may not be dismissed except for just or authorized causes.

Article 295[51] of the Labor Code provides that:

Art. 295. 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.

Based on the foregoing, there are four kinds of employees: (1) regular employees or those who have been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer; (2) project employees or those whose 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; (3) seasonal employees or those who work or perform services which are seasonal in nature, and the employment is for the duration of the season; and (4) casual employees or those who are not regular, project, or seasonal employees.

Jurisprudence later added a fifth kind, the fixed term employee.[52] 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.[53]

Furthermore, under the aforequoted provision, the law provides for two types of regular employees, namely: (1) those who are engaged to perform activities which are necessary or desirable in the usual business or trade of the employer; and (2) those who have rendered at least one year of service, whether continuous or broken, with respect to the activity in which they are employed. In determining regular employment, the Court held that the primary standard is the reasonable connection between the particular activity performed by the employee in relation to the usual trade or business of the employer.[54] The test is whether the former is usually necessary or desirable in the usual business or trade of the employer. The connection can be determined by considering the nature of work performed and its relation to the scheme of the particular business or trade in its entirety.[55]

After a careful review of the records and the evidence presented by the parties, We find that the CA erred when it upheld the finding of the NLRC that petitioner's employment was for a fixed term. On the contrary, We agree with the ruling of the LA that petitioner was a regular employee of respondent Airtrac, and not merely an officer whose duration of employment is fixed under a contract. While it is true that the hiring of consultants who have a vast experience and necessary technical skills whose engagement may be fixed by a term or duration is often resorted to by companies instead of employing full-time employees, the agreements should be scrutinized as these might be used to prevent employees from acquiring regular employment and to avoid the constitutionally guaranteed security of tenure.

Here, it is undisputed that the parties initially executed a Consultancy Agreement[56] wherein petitioner was engaged as Consultant for a period of five months beginning from July 19, 2010 until December 18, 2010 with a monthly salary of P55,705.00. However, the nature of petitioner's employment was changed when he replaced the previous General Manager and was made to perform the duties and responsibilities of a General Manager. His working hours doubled from four hours as stated in their agreement, as he was later required to render eight hours from 8:00 a.m. to 5:00 p.m., from Monday to Saturday. Moreover, petitioner not only performed activities which are necessary or desirable in the usual business or trade of the employer, but in fact administered and directed the day-to-day affairs of the company. Also, petitioner was clearly acknowledged to be the General Manager of the company and not merely a Consultant as claimed by respondents. In fact, among the documents presented by petitioner to prove his position are the following:

- a. Aviation Service Agreement between Airtrac and Sumifro (Philippines) Corporation where Airtrac was represented by petitioner was named as General Manager;[57]
- b. Airtrac Operations Manual's Organizational Structure[58] where petitioner was named as the General Manager;
- c. Secretary's Certificates[59] where petitioner was authorized as General Manager to deal/transact with the Civil Aviation Authority of the Philippines;

d. Airtrac Lease Agreement[60] between Airtrac and Sumifro (Philippines) Corporation where Airtrac was represented as its General Manager; and

e. Agricultural Aircraft Operator Certificate[61] issued by the Civil Aviation Authority of the Philippines to Airtrac where petitioner was named as the General Manager/Accountable Manager of Airtrac.

Clearly, the aforementioned documents signed by petitioner as General Manager are not the work of a simple consultant, but one who is engaged to perform activities which are necessary or desirable in the usual business or trade of the employer. In this case, the parties may initially intend for a fixed-term agreement in obtaining the services of petitioner as Consultant but when he was continually made to perform the duties and functions of a General Manager, he was no longer a mere consultant, but has become a regular employee of the company whose services cannot be terminated without just or authorized cause.

We also do not agree with the NLRC's ruling that petitioner willingly and voluntarily signed the consultancy agreements, hence, he knew that he was hired as consultant. While it is true that in the case of *Brent School, Inc. v. Zamora*,[62] the Court held that in instances: (1) 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 (2) where it satisfactorily appears that the employer and employee dealt with each other on more or less equal terms with no moral dominance whatever exercised by the former over the latter.[63] Nevertheless, the Court likewise ruled that "where the circumstances evidently show that the employer imposed the period precisely to preclude the employee from acquiring tenurial security, the law and the Court will not hesitate to strike down or disregard the period as contrary to public policy, morals, etc." [64] In such a case, the Court ruled that the employee shall be deemed regular.[65] Clearly, therefore, the nature of the employment does not depend solely on the will or word of the employer or on the procedure for hiring and the manner of designating the employee. Rather, the nature of the employment depends on the nature of the activities to be performed by the employee, considering the nature of the employer's business, the duration and scope to be done, and in some cases, even the length of time of the performance and its continued existence.[66]

Thus, having ruled that "petitioner has become a regular employee of respondent Airtrac, we likewise agree with the LA that petitioner was terminated without just or authorized cause. We are likewise not convinced that petitioner resigned from his job. On February 11, 2014, Angelia furnished petitioner with a letter[67] informing him of the company's decision to no longer renew the Consultancy Agreement that expired on December 18, 2013. We concur with the LA's finding and thus quote with approval the LA's discussion on this matter:

Consequently, it being on record that respondent has no justifiable cause to terminate complainant Magtibay's employment as the alleged non-renewal of consultancy agreement is not among the just causes allowable by law as grounds for termination xxx complainant Magtibay therefore is herein considered illegally constructively dismissed when he was effectively replaced by the appointments of his replacements on February 12, 2014.

x x x x

x x x The attendant circumstances therefore in the submission of the disputed resignation letter disprove the voluntariness of resignation considering that complainant was demanding for his salaries that were withheld from him and even trying to express his dismay and disappointment over his indistinct status as General Manager as well as his salary rate, which are manifestations that complainant Magtibay has no intention to resign.[68] (Emphasis omitted)

Lastly, We address the issue of the propriety of the monetary claims asserted by petitioner. The unpaid salaries

claimed by petitioner from December 19, 2013 to February 12, 2014 and admitted by respondent Airtrac is proper. Likewise, We are in agreement with the Labor Arbiter in computing petitioner's monthly salary at P140,000.00 considering that petitioner was made to render service double the stipulated hours in the consultancy agreements. Settled is the rule that an employee who is unjustly dismissed from work shall be entitled to full backwages and reinstatement without loss of seniority rights and other privileges, computed from the time his compensation was withheld up to the time of actual reinstatement.[69] Where reinstatement is no longer viable as an option, separation pay equivalent to one month for every year of service should be awarded as an alternative.[70] Here, we find that the Labor Arbiter correctly granted separation pay because reinstatement is no longer advisable considering the strained relations of the parties.

As to the award of damages, We find that the reduced amount of P50,000.00 as moral damages and P50,000.00 as exemplary damages is more appropriate. Moral damages are recoverable when the dismissal of an employee is attended by bad faith or fraud or constitutes an act oppressive to labor, or is done in a manner contrary to good morals, good customs or public policy. Exemplary damages, on the other hand, are recoverable when the dismissal was done in a wanton, oppressive, or malevolent manner. Considering the manner in which petitioner was dismissed and terminated from his service when he was asserting the adjustment and payment of his unpaid salary, justifies the grant of these amount of damages.

WHEREFORE, the Petition for Review on Certiorari is hereby GRANTED. Accordingly, the Decision dated May 30, 2016 and the Resolution dated October 5, 2016 of the Court of Appeals in CA-G.R. SP No. 07045, which affirmed the Resolutions dated May 7, 2015 and July 27, 2015 of the National Labor Relations Commission, are REVERSED and SET ASIDE. The Decision dated August 29, 2014 of the Labor Arbiter finding petitioner Marciano D. Magtibay to be a regular employee of respondents who was illegally dismissed from his employment is hereby AFFIRMED with MODIFICATION in that respondents Airtrac Agricultural Corporation and/or Ian Philippe W. Cuyegkeng and Victor S. Mercado Jr., in their respective capacity as President and Chief Finance Officer of the respondent corporation, are hereby jointly and severally liable to pay petitioner the following:

1.

Unpaid Salaries from December 19, 2013 to February 12, 2014 in the amount of P198,000.25;

2.

Full backwages from the date of his dismissal on February 12, 2014 up to the finality of this decision at the rate of P90,000.00 per month;

3.

Separation Pay equivalent to one (1) month pay for every year of service, from the time he assumed the duties of a General Manager in November 2010 up to, the finality of this decision at the rate of P90,000.00 per month;

4.

Moral and exemplary damages, each in the amount of P50,000.00;

5.

Attorney's fees equivalent to ten percent (10%) of the total awards; and

6.

Legal interest of six (6%) per annum of the total monetary awards computed from February 12, 2014 up to the finality of this Decision and thereafter six (6%) per annum from the finality of this Decision up to the full

satisfaction.

The case is hereby ordered REMANDED to the Labor Arbiter for the computation of the total amount due.

SO ORDERED.

Leonen, Gesmundo,[*] Zalameda and Gaerlan, JJ., concur.

[*]On official leave.

[1]Rollo, pp. 9-44.

[2]Penned by Associate Justice Edgardo T. Lloren, with the concurrence of Associate Justices Oscar V. Badelles and Rafael M. Santos; id. at 49-59.

[3]Id. at 75-76.

[4]Id. at 425-439.

[5]Id. at 454-455.

[6]Id. at 338-356.

[7]Id. at 112-115.

[8]Id. at 426-427.

[9]Id. at 116-121.

[10]Id. at 80.

[11]Id. at 122-126.

[12]Id. at 80.

[13]Id. at 427.

[14]Id. at 130-134.

[15]Id. at 81-82.

[16]Id. at 427.

[17]Id. at 136-137.

[18]Id. at 427-428.

[19]Id. at 300-301

[20]Id. at 301.

[21]Id. at 302.

[22]Id. at 138.

[23]Id. at 48.

[24]Id at 338.

[25]Rollo, pp. 77-109.

[26]Id. at 84-94, 97-101.

[27]Id. at 94-97, 101-108.

[28]Id. at 259-274.

[29]Supra note 6.

[30]Rollo, p.352.

[31]Id. at 354.

[32]Id, at 356.

[33]Supra note 6.

[34]Supra note 4.

[35]Rollo, p. 439

[36]Id. at 432-434.

[37]Id at 434-436.

[38]Id. at 440-451.

[39]Supra note 5.

[40]Rollo, pp. 460-502; See petition for Review on Certiorari filed before the Court of Appeals Cagayan De Oro City Mindanao Station dated September 28,2015;

[41]Supra note 2.

[42]Rollo, p.58

[43]Id. at 60-72.

[44]Supra note 3.

[45]Rollo, p. 21.

[46]Id. at 21-25.

[47]Id. at 25-28.

[48]Id. at 511-531.

[49]Id. at 512-514.

[50]OKS Designtech, Inc. v. Caecum, 765 Phil. 946, 954-955 (2015).

[51]Formerly Article 280, as renumbered pursuant to Section 5 of Republic Act No. 10151.

[52]Innodata Knowledge Services, Inc. v. Inting, G.R. No. 211892, December 6, 2017.

[53]Colegio del Santisimo Rosario v. Rojo, 717 Phil. 265, 279 (2013), citing Mercado v. AMA Computer College- Parañaque, 632 Phil. 228, 256 (2010)

[54]UST v. Samahang Manggagawa ng UST, 809 Phil. 212, 222 (2017), citing Universal Robina Corp. v. Catapang, 509 Phil. 765, 779 (2005).

[55]Id.

[56]Rollo, pp. 112-115.

[57]Id. at 116-121.

[58]Id. at 140.

[59]Id. at 142-143.

[60]Id. at 150.

[61]Id. at 153.

[62]206 Phil. 747(1990).

[63]Rollo, p.763.

[64]Universal Robina Sugar Milling Corp. v. Acibo, 724 Phil. 489, 503 (2014), citing Cielo v. NLRC 271 Phil. 433,442 (1991), citing Brent School Inc. v. Zamora, 260 Phil. 747, 761 (1990)

[65]Id.

[66]Id. at 503-504

[67]Rollo, pp. 136-137

[68]Rollo, p. 354.

[69]ICT Marketing Services, Inc. v. Mariphil L. Sales, 769 Phil. 498, 524 (2015).

[70]Reyes v. RP Guardians Security Agency, Inc., 708 Phil. 598, 605 (2013), citing Aliling v. Feliciano, 686 Phil. 889, 917 (2012).

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