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**SUPREME COURT
THIRD DIVISION**

**HACIENDA FATIMA and/or PATRICIO
VILLEGAS, ALFONSO VILLEGAS and
CRISTINE SEGURA,**

Petitioners,

-versus-

**G.R. No. 149440
January 28, 2003**

**NATIONAL FEDERATION OF
SUGARCANE WORKERS-FOOD AND
GENERAL TRADE,**

Respondents.

X-----X

DECISION

PANGANIBAN, J.:

Although the employers have shown that respondents performed work that was seasonal in nature, they failed to prove that the latter worked only for the duration of one particular season. In fact, petitioners do not deny that these workers have served them for several years already. Hence, they are regular — not seasonal — employees.

The Case

Before the Court is a Petition for Review under Rule 45 of the Rules of Court, seeking to set aside the February 20, 2001 Decision of the Court of Appeals^[1] (CA) in CA-GR SP No. 51033. The dispositive part of the Decision reads:

“WHEREFORE, premises considered, the instant special civil action for certiorari is hereby DENIED.”^[2]

On the other hand, the National Labor Relations Commission (NLRC) Decision,^[3] upheld by the CA, disposed in this wise:

“WHEREFORE, premises considered, the decision of the Labor Arbiter is hereby SET ASIDE and VACATED and a new one entered declaring complainants to have been illegally dismissed. Respondents are hereby ORDERED to reinstate complainants except Luisa Rombo, Ramona Rombo, Bobong Abriga and Boboy Silva to their previous position and to pay full backwages from September 1991 until reinstated. Respondents being guilty of unfair labor practice are further ordered to pay complainant union the sum of P10,000.00 as moral damages and P5,000.00 as exemplary damages.”^[4]

The Facts

The facts are summarized in the NLRC Decision as follows:

“Contrary to the findings of the Labor Arbiter that complainants herein respondents refused to work and/or were choosy in the kind of jobs they wanted to perform, the records is replete with complainants’ persistence and dogged determination in going back to work.

“Indeed, it would appear that respondents did not look with favor workers’ having organized themselves into a union. Thus, when complainant union was certified as the collective bargaining representative in the certification elections, respondents under the pretext that the result was on appeal, refused to sit down with the union for the purpose of entering

into a collective bargaining agreement. Moreover, the workers including complainants herein were not given work for more than one month. In protest, complainants staged a strike which was however settled upon the signing of a Memorandum of Agreement which stipulated among others that:

- ‘a) The parties will initially meet for CBA negotiations on the 11th day of January 1991 and will endeavor to conclude the same within thirty (30) days.
- ‘b) The management will give priority to the women workers who are members of the union in case work relative or amounting to gahit and dipol arises.
- ‘c) Ariston Eruela Jr. will be given back his normal work load which is six (6) days in a week.
- ‘d) The management will provide fifteen (15) wagons for the workers and that existing workforce prior to the actual strike will be given priority. However, in case the said workforce would not be enough, the management can hire additional workers to supplement them.
- ‘e) The management will not anymore allow the scabs, numbering about eighteen (18) workers, to work in the hacienda; and
- ‘f) The union will immediately lift the picket upon signing of this agreement.’

“However, alleging that complainants failed to load the fifteen wagons, respondents reneged on its commitment to sit down and bargain collectively. Instead, respondent employed all means including the use of private armed guards to prevent the organizers from entering the premises.

“Moreover, starting September 1991, respondents did not any more give work assignments to the complainants forcing the union to stage a strike on January 2, 1992. But due to the

conciliation efforts by the DOLE, another Memorandum of Agreement was signed by the complainants and respondents which provides:

‘Whereas the union staged a strike against management on January 2, 1992 grounded on the dismissal of the union officials and members;

‘Whereas parties to the present dispute agree to settle the case amicably once and for all;

‘Now therefore, in the interest of both labor and management, parties herein agree as follows:

- ‘1. That the list of the names of affected union members hereto attached and made part of this agreement shall be referred to the Hacienda payroll of 1990 and determine whether or not this concerned Union members are hacienda workers;
- ‘2. That in addition to the payroll of 1990 as reference, herein parties will use as guide the subjects of a Memorandum of Agreement entered into by and between the parties last January 4, 1990;
- ‘3. That herein parties can use other employment references in support of their respective claims whether or not any or all of the listed 36 union members are employees or hacienda workers or not as the case may be;
- ‘4. That in case conflict or disagreement arises in the determination of the status of the particular hacienda workers subject of this agreement herein parties further agree to submit the same to voluntary arbitration;

‘5. To effect the above, a Committee to be chaired by Rose Mengaling is hereby created to be composed of three representatives each and is given five working days starting Jan. 23, 1992 to resolve the status of the subject 36 hacienda workers. (Union representatives: Bernardo Torres, Martin Alas-as, Ariston Arulea Jr.)’

“Pursuant thereto, the parties subsequently met and the Minutes of the Conciliation Meeting showed as follows:

‘The meeting started at 10:00 A.M. A list of employees was submitted by Atty. Tayko based on who received their 13th month pay. The following are deemed not considered employees:

1. Luisa Rombo
2. Ramona Rombo
3. Bobong Abrega
4. Boboy Silva

‘The name Orencio Rombo shall be verified in the 1990 payroll.

‘The following employees shall be reinstated immediately upon availability of work:

- | | |
|--------------------|-------------------------|
| 1. Jose Dagle | 7. Alejandro Tejares |
| 2. Rico Dagle | 8. Gaudioso Rombo |
| 3. Ricardo Dagle | 9. Martin Alas-as Jr. |
| 4. Jesus Silva | 10. Cresensio Abrega |
| 5. Fernando Silva | 11. Ariston Eruela Sr. |
| 6. Ernesto Tejares | 12. Ariston Eruela Jr.’ |

“When respondents again reneged on its commitment; complainants filed the present complaint.

“But for all their persistence, the risk they had to undergo in conducting a strike in the face of overwhelming odds, complainants in an ironic twist of fate now find themselves

being accused of ‘refusing to work and being choosy in the kind of work they have to perform’.”^[5] (*Citations omitted*)

Ruling of the Court of Appeals

The CA affirmed that while the work of respondents was seasonal in nature, they were considered to be merely on leave during the off-season and were therefore still employed by petitioners. Moreover, the workers enjoyed security of tenure. Any infringement upon this right was deemed by the CA to be tantamount to illegal dismissal.

The appellate court found neither “rhyme nor reason in petitioner’s argument that it was the workers themselves who refused to or were choosy in their work.” As found by the NLRC, the record of this case is “replete with complainants’ persistence and dogged determination in going back to work.”^[6]

The CA likewise concurred with the NLRC’s finding that petitioners were guilty of unfair labor practice.

Hence this Petition.^[7]

Issues

Petitioners raise the following issues for the Court’s consideration:

- “A. Whether or not the Court of Appeals erred in holding that respondents, admittedly seasonal workers, were regular employees, contrary to the clear provisions of Article 280 of the Labor Code, which categorically state that seasonal employees are not covered by the definition of regular employees under paragraph 1, nor covered under paragraph 2 which refers exclusively to casual employees who have served for at least one year.
- “B. Whether or not the Court of Appeals erred in rejecting the ruling in *Mercado*, and relying instead on rulings which are not directly applicable to the case at bench, viz, *Philippine Tobacco*, *Bacolod-Murcia*, and *Gaco*.

“C. Whether or not the Court of Appeals committed grave abuse of discretion in upholding the NLRC’s conclusion that private respondents were illegally dismissed, that petitioners were guilty of unfair labor practice, and that the union be awarded moral and exemplary damages.”^[8]

Consistent with the discussion in petitioners’ Memorandum, we shall take up Items A and B as the first issue and Item C as the second.

The Court’s Ruling

The Petition has no merit.

First Issue:

Regular Employment

At the outset, we must stress that only errors of law are generally reviewed by this Court in petitions for review on certiorari of CA Decisions.^[9] Questions of fact are not entertained.^[10] The Court is not a trier of facts and, in labor cases, this doctrine applies with greater force.^[11] Factual questions are for labor tribunals to resolve.^[12] In the present case, these have already been threshed out by the NLRC. Its findings were affirmed by the appellate court.

Contrary to petitioners’ contention, the CA did not err when it held that respondents were regular employees.

Article 280 of the Labor Code, as amended, states:

“Art. 280. Regular and Casual Employment. — The provisions of written agreement to the contrary notwithstanding and regardless of the oral agreement of the parties, an employment shall be deemed to be regular where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer, except where the employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of the engagement of the employee or where the work or services to be performed is seasonal in nature and the employment is for the duration of the season.

“An employment shall be deemed to be casual if it is not covered by the preceding paragraph: Provided, That, any employee who has rendered at least one year of service, whether such service is continuous or broken, shall be considered a regular employee with respect to the activity in which he is employed and his employment shall continue while such activity exist.” *(Italics supplied)*

For respondents to be excluded from those classified as regular employees, it is not enough that they perform work or services that are seasonal in nature. They must have also been employed only for the duration of one season. The evidence proves the existence of the first, but not of the second, condition. The fact that respondents — with the exception of Luisa Rombo, Ramona Rombo, Bobong Abriga and Boboy Silva — repeatedly worked as sugarcane workers for petitioners for several years is not denied by the latter. Evidently, petitioners employed respondents for more than one season. Therefore, the general rule of regular employment is applicable.

In *Abasolo vs. National Labor Relations Commission*,^[13] the Court issued this clarification:

“The test of whether or not an employee is a regular employee has been laid down in *De Leon vs. NLRC*, in which this Court held:

“The primary standard, therefore, of determining regular employment is the reasonable connection between the particular activity performed by the employee in relation to the usual trade or business of the employer. The test is whether the former is usually necessary or desirable in the usual trade or business of the employer. The connection can be determined by considering the nature of the work performed and its relation to the scheme of the particular business or trade in its entirety. Also if the employee has been performing the job for at least a year, even if the performance is not continuous and merely intermittent, the law deems repeated and continuing need for its performance as sufficient evidence of the necessity if not

indispensability of that activity to the business. Hence, the employment is considered regular, but only with respect to such activity and while such activity exists.

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“The fact that respondents do not work continuously for one whole year but only for the duration of the season does not detract from considering them in regular employment since in a litany of cases this Court has already settled that seasonal workers who are called to work from time to time and are temporarily laid off during off-season are not separated from service in said period, but merely considered on leave until re-employed.”^[14]

The CA did not err when it ruled that Mercado vs. NLRC^[15] was not applicable to the case at bar. In the earlier case, the workers were required to perform phases of agricultural work for a definite period of time, after which their services would be available to any other farm owner. They were not hired regularly and repeatedly for the same phase/s of agricultural work, but on and off for any single phase thereof. On the other hand, herein respondents, having performed the same tasks for petitioners every season for several years, are considered the latter’s regular employees for their respective tasks. Petitioners’ eventual refusal to use their services — even if they were ready, able and willing to perform their usual duties whenever these were available — and hiring of other workers to perform the tasks originally assigned to respondents amounted to illegal dismissal of the latter.

The Court finds no reason to disturb the CA’s dismissal of what petitioners claim was their valid exercise of a management prerogative. The sudden changes in work assignments reeked of bad faith. These changes were implemented immediately after respondents had organized themselves into a union and started demanding collective bargaining. Those who were union members were effectively deprived of their jobs. Petitioners’ move actually amounted to unjustified dismissal of respondents, in violation of the Labor Code.

“Where there is no showing of clear, valid and legal cause for the termination of employment, the law considers the matter a case of illegal dismissal and the burden is on the employer to prove that the termination was for a valid and authorized cause.”^[16] In the case at bar, petitioners failed to prove any such cause for the dismissal of respondents who, as discussed above, are regular employees.

Second Issue:

Unfair Labor Practice

The NLRC also found herein petitioners guilty of unfair labor practice. It ruled as follows:

“Indeed, from respondents’ refusal to bargain, to their acts of economic inducements resulting in the promotion of those who withdrew from the union, the use of armed guards to prevent the organizers to come in, and the dismissal of union officials and members, one cannot but conclude that respondents did not want a union in their hacienda—a clear interference in the right of the workers to self-organization.”^[17]

We uphold the CA’s affirmation of the above findings. Indeed, factual findings of labor officials, who are deemed to have acquired expertise in matters within their respective jurisdictions, are generally accorded not only respect but even finality. Their findings are binding on the Supreme Court.^[18] Verily, their conclusions are accorded great weight upon appeal, especially when supported by substantial evidence.^[19] Consequently, the Court is not duty-bound to delve into the accuracy of their factual findings, in the absence of a clear showing that these were arbitrary and bereft of any rational basis.”^[20]

The finding of unfair labor practice done in bad faith carries with it the sanction of moral and exemplary damages.”^[21]

WHEREFORE, the Petition is hereby **DENIED** and the assailed Decision **AFFIRMED**. Costs against petitioners.

SO ORDERED.

Puno, Sandoval-Gutierrez and Corona, *JJ.*, concur.

- [1] Eighth Division, composed of Justices Ramon A. Barcelona (chairman and ponente), Rodrigo V. Cosico and Alicia L. Santos (members).
 - [2] Assailed CA Decision, p. 7; rollo, p. 36.
 - [3] Fourth Division, composed of Commissioner Bernabe S. Batuhan (ponente), Presiding Commissioner Irene E. Ceniza and Commissioner Amorito V. Cañete.
 - [4] NLRC Decision, pp. 9–10; rollo, pp. 63–64; records, pp. 28–29.
 - [5] NLRC Decision, pp. 5–9; rollo, pp. 59–63; records, pp. 24–28. Italics provided.
 - [6] Assailed CA Decision, p. 6; rollo, p. 35.
 - [7] This case was deemed submitted for resolution on April 30, 2002, upon receipt by the Court of petitioners' Memorandum, which was signed by Atty. Teodoro V. Cortes. Respondents' Memorandum, signed by Attys. Francisco D. Yap and Whelma F. Siton-Yap, was received by the Court on March 7, 2002.
 - [8] Petitioners' Memorandum, p. 6; rollo, p. 275.
 - [9] *Viloria vs. Court of Appeals*, 309 SCRA 529, June 30, 1999.
 - [10] *Cebu Shipyard and Engineering Works, Inc. vs. William Lines, Inc.*, 306 SCRA 762, May 5, 1999; *Villarico vs. Court of Appeals*, 309 SCRA 193, June 28, 1999; *Alipoon vs. Court of Appeals*, 305 SCRA 118, March 22, 1999; *Baguio vs. Republic*, 301 SCRA 450, January 21, 1999.
 - [11] *Rapali Trading Corporation vs. National Labor Relations Commission*, 296 SCRA 309, September 25, 1998.
 - [12] *Chua vs. National Labor Relations Commission*, 267 SCRA 196, January 30, 1997.
 - [13] 346 SCRA 293, November 29, 2000.
 - [14] *Id.*, pp. 304–305, per De Leon Jr., J.
 - [15] 201 SCRA 332, September 5, 1991.
 - [16] *Valiant Machinery and Metal Corp. vs. National Labor Relations Commission*, 252 SCRA 369, January 25, 1996, per Mendoza, J.
 - [17] NLRC Decision, p. 9; rollo, p. 63; records, p. 28.
 - [18] *C. Planar Commercial vs. National Labor Relations Commission*, 303 SCRA 49, February 11, 1999.
 - [19] *Barros vs. National Labor Relations Commission*, 315 SCRA 23, September 22, 1999.
 - [20] *Tan vs. National Labor Relations Commission*, *supra*.
 - [21] *Nueva Ecija I Electric Cooperative, Inc. vs. National Labor Relations Commission*, 323 SCRA 86, January 24, 2000.
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