

## THIRD DIVISION

[ G.R. No. 149440, January 28, 2003 ]

**HACIENDA FATIMA AND/OR PATRICIO VILLEGAS, ALFONSO VILLEGAS AND CRISTINE SEGURA, PETITIONERS, VS. NATIONAL FEDERATION OF SUGARCANE WORKERS-FOOD AND GENERAL TRADE, RESPONDENTS.**

### 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<sup>[1]</sup> (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**." <sup>[2]</sup>

On the other hand, the National Labor Relations Commission (NLRC) Decision,<sup>[3]</sup> 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." <sup>[4]</sup>

### 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 x x x or amount[ing] 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 13<sup>th</sup> 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'."<sup>[5]</sup> (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."<sup>[6]</sup>

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

Hence this Petition.<sup>[7]</sup>

### **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, xxx, and relying instead on rulings which are not directly applicable to the case at bench, viz, Philippine Tobacco, Bacolod-Murcia, and Gaco, xxx.
- "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