

TWELFTH DIVISION

[CA-G.R. SP NO. 131651, November 28, 2014]

JOEMAR B. YANTO AND ROWENA C. LUBRICO, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (SIXTH DIVISION), LEADER GARMENTS CORPORATION/AMALIA C. POBLETE, RESPONDENTS.

D E C I S I O N

DIMAAMPAO, J.:

Impugned in this *Petition for Certiorari*^[1] are the *Decision*^[2] dated 19 April 2013 and *Resolution*^[3] dated 18 June 2013 of the National Labor Relations Commission (NLRC), in NLRC LAC No. 02-000618-13.

The salient facts are not in dispute.

Petitioners Joemar Yanto and Rowena Lubrico were hired on 10 November 2011 and 5 November 2011, respectively, as Line Pressers by private respondent Leader Garments Corporation, a company engaged in manufacturing garments and managed by co-private respondent Amalia Poblete. Petitioners lodged a *Complaint*^[4] for illegal dismissal and non-payment of 13th month pay with prayer for regularization, full backwages, moral and exemplary damages, nominal damages and attorney's fees. In their *Complaint*, petitioners averred that they were employed for five months but were illegally dismissed on 21 February 2012. They maintained that they were engaged in activities necessary and desirable in the business of private respondents so that they could be considered regular employees.

Au contraire, private respondents avowed that petitioners were not illegally dismissed as their employment contracts expired on 21 February 2012. Their tenure was only for a specific duration as explicitly provided in their contracts.

Ploughing through the discordant assertions of the parties, the Labor Arbiter dismissed petitioners' *Complaint* and held that petitioners were not illegally dismissed from employment. However, private respondents were ordered to pay them their proportionate 13th month pay. The Labor Arbiter ratiocinated and disposed—

"Anent the issue of regular employment, a reading of the Employment Contracts of Complainants (Annexes '1' and '2' of Respondents Reply) would show that they were hired on fixed-term basis.

x x x

xx x

Being fixed-term employees, complainants are entitled to security of

tenure until the duration of their contracts on February 21, 2012 only.

Complainants are entitled to 13th month pay having worked for at least three (3) months for lack of proof of payment. Thus,

315 x 26/12 x 3 mos. = P2,047.50 each

WHEREFORE, premises considered, judgment is rendered DISMISSING the complaint for illegal dismissal for lack of merit. Respondent company(,) however(,) is ordered to pay complainants P2,047.50 each as 13th month pay.

SO ORDERED."^[5]

Ensuingly, petitioners sought refuge before the NLRC *via a Partial Appeal*. In the assailed *Decision*, the NLRC affirmed the Labor Arbiter's judgment of dismissal.^[6] Petitioners' *Motion for Reconsideration* thereof failed to attain favorable relief as the NLRC denied the same in the repugned *Resolution*.^[7]

Nonplussed, petitioners now come to Us ascribing grave abuse of discretion on the part of NLRC in ruling that:

I

PETITIONERS ARE FIXED PERIOD EMPLOYEES.

II

PETITIONERS WERE NOT ILLEGALLY DISMISSED AND ARE NOT ENTITLED TO THE RELIEFS PRAYED FOR.

The Petition fails to impress.

Petitioners' plea for the reversal of the NLRC *Decision* is anchored on the principal thesis that they were regular employees having been hired for five months and as such, could not be dismissed without just cause.

Petitioners' stance holds no water.

It is beyond cavil that petitioners were employed by private respondents. However, as to the status of petitioners' employment, the records evince that their relationship is governed by the employment contracts which petitioners voluntarily signed before being assigned to their respective duties. These employment contracts explicitly stipulate that petitioners' employment was for a fixed period, that is, to end on 21 February 2012.^[8] The said contracts were duly signed and attested to by petitioners themselves. The covenants cannot be any clearer:

"11/10/2011

Dear Mr./Miss/Ms. Yanto, Joemar

Ito pay pagpapatunay ng iyong pagtrabaho sa Leader Garments Corp. bilang isang Line Presser simula ika-**11/10/2011** ngunit naaayon sa mga sumusunod na patakaran at tradisyon.

(This will confirm your employment with Leader Garments Corp. as Line Presser effective _____ under the following conditions.)

x x x x x x

2. Ikaw ay sumasailalim sa "Status"na contractual sa loob ng _____ na buwan. Ikaw ay kinakailangang mag-"report" araw-araw simula 7:00 ng umaga hanggang 4:00 ng hapon, mula Lunes hanggang Sabado.

*(2. You will be under contractual status for _____ months from _____ to **2/21/12** during which time your regular appointment will be based depending upon the evaluation of your performance. You will be reporting from 7:00 AM to 4:00 PM Monday to Saturday.)*

x x x x x x

Sumasangayon/Conforme:

Signed: Jomar Yanto"

"11/5/2011

Dear Mr./Miss/Ms. Lubrico, Rowena

Ito pay pagpapatunay ng iyong pagtrabaho sa Leader Garments Corp. bilang isang Line Presser simula ika-**11/5/2011** ngunit naaayon sa mga sumusunod na patakaran at tradisyon.

(This will confirm your employment with Leader Garments Corp. as Line Presser effective _____ under the following conditions.)

x x x x x x

2. Ikaw ay sumasailalim sa "Status"na contractual sa loob ng _____ na buwan. Ikaw ay kinakailangang mag-"report" araw-araw simula 7:00 ng umaga hanggang 4:00 ng hapon, mula Lunes hanggang Sabado.

*(2. You will be under contractual status for _____ months from _____ to **2/21/12** during which time your regular appointment will be based depending upon the evaluation of your performance. You will be reporting from 7:00 AM to 4:00 PM Monday to Saturday.)*

x x x x x x

Sumasangayon/Conforme: