

SAN BEDA UNIVERSITY
COLLEGE OF LAW
COURSE SYLLABUS

COURSE CODE:

COURSE TITLE: **LABOR RELATIONS**

COURSE CREDIT: **3 UNITS**

COURSE PREREQUISITE/S: **N/A**

FACULTY: **[Insert Name of Professor]**

EMAIL ADDRESS: **[Insert San Beda Email Address]**

TERM/ ACADEMIC YEAR: **FIRST SEMESTER SCHOOL YEAR 2020-2021**

DAY/TIME/ROOM/SECTION:

COURSE DELIVERY MODE: **FULL ONLINE**

CONSULTATION DAY/TIME:

COURSE DESCRIPTION:

A survey of the laws implementing the rights to self-organization and collective bargaining, including the laws relating to strikes, pickets, and lock outs.

COURSE GOALS: Expected College of Law Graduate Attributes (“ELGAs”)

(A) Know and understand the laws; (B) Memorize provisions; (C) Develop: (i) critical and analytical thinking; (ii) proficiency in written and oral communication; and (iii) logical reasoning and sound judgment; and (D) Exercise proper professional and ethical responsibilities

LEARNING OBJECTIVES/OUTCOMES (“LOs”):

- 1. **Knowledge/Remembering:** define, list, recognize
- 2. **Comprehension/Understanding:** describe, explain, identify, recognize
- 3. **Application/Applying:** choose, demonstrate, implement, perform
- 4. **Analysis/Analyzing:** analyze, categorize, compare, differentiate
- 5. **Evaluation/Evaluating:** assess, critique, evaluate, rank, rate
- 6. **Synthesis/Creating:** construct, design, formulate, organize, synthesize

Upon completion of the **Course Title** course, the student is expected to be able to:

ELGAs	LEARNING OUTCOMES (LOs)
Critical and analytical thinking	LO1. Explain the pertinent labor relations provisions and apply these to specific factual situations.
Effective in written and oral communication	LO2. Analyze the assigned cases and derive the applicable doctrines enunciated therein.

Logical reasoning	LO4. Utilize legal research tools to gather pieces of information that aid in the analysis of legal issues in drafting a research paper
Sound judgment	
Exercise of proper professional and ethical responsibilities	

ASSESSMENT/GRADING SYSTEM:

The student will be graded according to the following:

Requirements Based on the Learning Outcomes (“LO”)	Scope of Work (Individual)	Percentage (Weight is based on the importance of the LO)
LO1 } Class recitations, Quizzes, Case Digests,	Individual	
LO2 } and Discussion	Individual	
LO3 }	Individual	
LO4 - Research Paper, Case Study		
Class standing before Midterms	Individual	16.67%
Midterm Exams	Individual	16.67%
Class Standing after Midterms	Individual	33.33%
Final Exams	Individual	33.33%
TOTAL		100%

LEARNING PLAN:

TOPIC/CONTENT <i>(arrangement or sequence of the major topics is based on a logical order)</i>	LEARNING RESOURCES <i>(print and non-print materials and online/ open-access resources)</i>	WEEK/ DATE <i>(Schedule of each Topic, Assign, Exam for the entire semester)</i>	LEARNING METHODS <i>(activities designed or deployed by the teacher to bring about, or create the conditions for learning)</i>
Course Introduction <ul style="list-style-type: none"> Course overview Course assignments Course requirements 	Syllabus	10 Aug. 2020	Lecture Discussion

MODULE 1: JURISDICTION		10 Aug. to 15 Aug. 2020	Recitation
<p>A. Existence of an employer-employee relationship as essential requisite for jurisdiction</p> <p><i>Javier v. Fly Ace</i>, G.R. No. 192558, 15 February 2012.</p> <p><i>South East International Rattan v. Coming</i>, G.R. No. 186621, 12 March 2014</p> <p><i>Tenazas v. R. Villegas Taxi Transport</i>, G.R. No. 192998, 2 April 2014</p> <p><i>Sagun v. ANZ Global</i>, G.R. No. 220399, 22 August 2016</p> <p><i>LVN Pictures Inc. v. Phil. Musicians Guild</i> (110 Phil. 725)</p> <p><i>Paguio Transport Corporation v. NLRC</i>, G.R. No. 119500, 28 August 1998.</p> <p><i>Teng v. Pahagac</i>, G.R. No. 169704, 17 November 2010.</p> <p><i>Dy Keh Beng v. International Labor</i>, L-32245, 25 May 1979.</p> <p><i>Insular Life Assurance Co. v. NLRC</i>, G.R. No. 84484, 15 November 1989.</p> <p><i>Tongko v. Manufacturer's Life Insurance Company</i>, G.R. No. 167622, 29 June 2010 (See also: 25 January 2011 Resolution)</p> <p><i>AFP Mutual Benefit Association v. NLRC</i>, G.R. No. 102199, 28 January 1997.</p> <p><i>Encyclopaedia Britannica v. NLRC</i>, G.R. No. 87098, 4 November 1996</p> <p><i>HSY Marketing v. Villastique</i>, G.R. No. 219569, 17 August 2016</p> <p><i>Coca Cola v. Climaco</i>, G.R. No. 146881, 5 February 2007</p> <p><i>Corporal v. NLRC</i>, G.R. No. 129315, 2 October 2000, 341 SCRA 658.</p> <p><i>Maraguinot v. NLRC</i>, G.R. No. 120969, 22 January 1998, 284 SCRA 539.</p> <p><i>Calamba Medical Center v. NLRC</i>, G.R. No. 176484, 25 November 2008.</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>		<p>Recitation</p> <p>Case Study</p> <p>Discussion</p>

<p><i>Jardin v. NLRC</i>, G.R. No. 119268, 23 February 2000, 326 SCRA 299.</p> <p><i>Sonza v. ABS-CBN Broadcasting Corporation</i>, G.R. No. 138051, 10 June 2004.</p> <p><i>Begino v. ABS-CBN</i>, G.R. No. 199166, 20 April 2015.</p> <p><i>Orozco v. Court of Appeal</i>, G.R. No. 155207, 13 August 2008.</p> <p><i>Television And Production Exponents, Inc. v. Servaña</i>, G.R. No. 167648, 28 January 2008.</p> <p><i>Francisco v. NLRC</i>, G.R. No. 170087, 31 August 2006.</p> <p><i>WPP Marketing Communications, Inc. et al. v. Galera</i>, G.R. No. 169207/G.R. No. 169239, 25 March 2010.</p> <p><i>Matling Industrial v. Coros</i>, G.R. No. 157802, 13 October 2010.</p> <p><i>Malcaba v. Prohealth Pharma Philippines</i>, G.R. No. 209085, 6 June 2018.</p> <p><i>Republic v. Asiapro Cooperative</i>, G.R. No. 172101, 23 November 2007.</p> <p><i>Pasay City Alliance Church v. Benito</i>, G.R. No. 226908, 28 November 2019</p> <p>B. Reasonable Causal Connection Rule</p> <p><i>San Miguel Corporation v. Etcuban</i>, G.R. No. 127639, 3 December 1999</p> <p><i>Kawachi v. Del Quero</i>, G.R. No. 163768, 27 March 2007</p> <p><i>Eviota v. Court of Appeals</i>, G.R. No. 152121, 29 July 2003</p> <p><i>Indophil Textile Mills v. Adviento</i>, G.R. No. 171212, 4 August 2014</p> <p>C. Mandatory Conciliation and Mediation as Prerequisite for Exercise of Jurisdiction (RA 10396 and DO 151-16)</p>			
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<p style="text-align: center;"><u>MODULE 2: JURISDICTION AND PROCEEDINGS BEFORE THE LABOR ARBITER</u></p> <p>1. Labor dispute, defined. (Art. 219, LC)</p> <p style="padding-left: 40px;"><i>San Miguel Corporation Employees Union v. Bersamira</i>, G.R. No. 87700, 13 June 1990</p> <p style="padding-left: 40px;"><i>Citibank v. Court of Appeals</i>, G.R. No. 108961, 27 November 1998</p> <p style="padding-left: 40px;"><i>Philippine Airlines v. NLRC</i>, G.R. No. 120567, 20 March 1998</p> <p>2. Jurisdiction (Arts. 124, 128(b), 233, and 276)</p> <p style="padding-left: 20px;">a. Original and exclusive jurisdiction</p> <p style="padding-left: 60px;"><i>Pondoc v. NLRC</i>, G.R. No. 116347, 3 October 1996</p> <p style="padding-left: 60px;"><i>Villamaria v. Court of Appeals</i>, G.R. No. 165881, 19 April 2006</p> <p style="padding-left: 40px;">i. Exceptions</p> <p style="padding-left: 80px;">1. Art. 278 (g)</p> <p style="padding-left: 80px;">2. Art. 224 (c) in relation to Art. 273-275</p> <p style="padding-left: 120px;"><i>San Jose v. NLRC</i>, G.R. No. 121227, 17 August 1998</p> <p style="padding-left: 120px;"><i>Del Monte v. Saldivar</i>, G.R. No. 158620, 11 October 2006</p> <p style="padding-left: 120px;"><i>7K Corporation v. Albarico</i>, G.R. No. 182295, 26 June 2013.</p> <p style="padding-left: 20px;">b. Unfair Labor Practices (Art. 258 – 260, 274, 278 (c))</p> <p style="padding-left: 60px;"><i>Mendoza v. Officers of Manila Water Employees Union</i>, G.R. No. 201595, 25 January 2016.</p> <p style="padding-left: 20px;">c. Termination dispute</p> <p style="padding-left: 60px;"><i>Atlas Fams v. NLRC</i>, G.R. No. 142244, 18 November 2002</p>	<p style="text-align: center;">Syllabus</p> <p style="text-align: center;">Textbooks</p> <p style="text-align: center;">Supreme Court Decisions</p>	<p style="text-align: center;">17 Aug. to 29 Aug. 2020</p>	<p style="text-align: center;">Recitation</p> <p style="text-align: center;">Case Study</p> <p style="text-align: center;">Discussion</p>
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<p><i>Negros Metal v. Lamayo</i>, G.R. No. 186557, 25 August 2010</p> <p><i>Vivero v. Court of Appeals</i>, G.R. No. 138938, 24 October 2000</p> <p><i>University of Immaculate Conception v. NLRC</i>, G.R. No. 181146, 26 January 2011</p> <p><i>Austria v. NLRC</i>, G.R. No. 124382, 16 August 1992</p> <p><i>Reyes v. RTC Makati</i>, G.R. No. 165744, 11 August 2008</p> <p><i>Locsin v. Nissan Lease Philippines</i>, G.R. No. 185567, 20 October 2010</p> <p><i>Wesleyan University v. Maglaya</i>, G.R. No. 212774, 23 January 2017</p> <p><i>Cacho v. Balagtas</i>, G.R. No. 202974, 7 February 2018</p> <p>d. Monetary claims</p> <p>i. Money claims accompanied by prayer for reinstatement</p> <p>ii. Money claims without reinstatement and in excess of PhP5,000.00</p> <p>iii. Damages</p> <p><i>Paredes v. Feed the Children Philippines</i>, G.R. No. 184397, 9 September 2015</p> <p><i>Lunzaga v. Albar Shipping</i>, G.R. No. 200476, 18 April 2012</p> <p><i>Santos v. Servier</i>, G.R. No. 166377, 28 November 2008</p> <p><i>World's Best Gas v. Vital</i>, G.R. No. 211588, 9 September 2015</p> <p><i>Halagueña v. Philippine Airlines</i>, G.R. No. 172013, 2 October 2009</p> <p><i>Pepsi Cola v. Gal-lang</i>, G.R. No. 89621, 24 September 1991</p> <p><i>Bañez v. Valdevilla</i>, G.R. No. 128024, 9 May 2000</p>			
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<p><i>Milan v. NLRC</i>, G.R. No. 202961, 4 February 2015</p> <p><i>Amecos Innovations v. Lopez</i>, G.R. No. 178055, 2 July 2014</p> <p><i>Philippine Airlines v. Airline Pilots Association of the Philippines</i>, G.R. No. 200088, 26 February 2018</p> <p><i>Dai-chi Electronics v. Villarama</i>, G.R. No. 112940, 21 November 1994</p> <p><i>Gemudiano v. Naess Shipping</i>, G.R. No. 223825, 20 January 2020</p> <p>e. Legality of strikes and lockouts</p> <p> i. Exceptions</p> <p>f. Legislated wage increases and wage distortion</p> <p>g. In relation to DOLE jurisdiction under 128 and 129.</p> <p><i>Ex-Bataan Veterans Security Agency v. Secretary of Labor</i>, G.R. No. 152396, 20 November 2007</p> <p><i>People's Broadcasting (Bombo Radyo Phils., Inc.) v. Secretary of Labor</i>, G.R. No. 179652, 8 May 2009 compare with Resolution dated 6 March 2012</p> <p><i>Meteoro v. Creative Creatures</i>, G.R. No. 171275, 13 July 2009</p> <p>h. Enforcement or annulment of compromise agreements (Art. 233)</p> <p>i. Execution and enforcement of voluntary arbitrator's decision (Art 276)</p> <p>j. Cases involving Overseas Filipino Workers (See RA 8042, as amended)</p> <p><i>Santiago v. CF Sharp Crew Management</i>, G.R. No. 162419, 10 July 2007</p> <p><i>Industrial Personnel and Management Services v. De Vera</i>, G.R. No. 205703, 7 March 2016</p>			
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<p><i>Ace Navigation v. Fernandez</i>, G.R. No. 197309, 10 October 2012</p> <p><i>Estate of Nelson Dulay v. Aboitiz Jebsen Maritime</i>, G.R. No. 172642, 13 June 2012</p> <p>k. In relation to GOCC's</p> <p><i>Light Rail Transit Authority v. Alvarez</i>, G.R. No. 188047, 28 November 2016</p> <p><i>GSIS v. NLRC</i>, G.R. No. 180045, 17 November 2010</p> <p><i>Duty Free Philippines v. Mojica</i>, G.R. No. 166365, 30 September 2005</p> <p>l. Cases with a foreign element</p> <p><i>WPP Marketing Communications v. Galera</i>, G.R. No. 169207, 25 March 2010</p> <p><i>Pakistan International Airlines v. Ople</i>, G.R. No. 61594, 28 September 1990.</p> <p><i>Philippine National Bank v. Cabansag</i>, G.R. No. 157010, 21 June 2005</p> <p><i>Manila Hotel v. NLRC</i>, G.R. No. 120077, 13 October 2000</p> <p><i>Saudi Arabian Airlines v. Rebesencio</i>, G.R. No. 198587, 14 January 2015</p> <p>m. In relation to entities with immunity</p> <p><i>Department of Foreign Affairs v. NLRC</i>, G.R. No. 113191, 18 September 1996</p> <p><i>Lasco v. United Nations Revolving Fund</i>, G.R. No. 109095, 23 February 1995</p> <p><i>US v. Guinto</i>, G.R. No. 76607, 26 February 1990</p> <p>n. In relation to cooperatives</p>			
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<p><i>Perpetual Help Credit Cooperative v. Faburada</i>, G.R. No. 121948, 8 October 2001</p> <p><i>San Miguel v. Semillano</i>, G.R. No. 164257, 5 July 2010</p> <p><i>Ellao v. Batangas I Electric Cooperative</i>, G.R. No. 209166, 9 July 2018</p> <p><u>Proceedings Before the Labor Arbiter</u></p> <p>1. Construction of the Rules and suppletory application of the Rules of Court</p> <p><i>Beltran v. AMA Computer College</i>, G.R. No. 223795, 3 April 2019</p> <p><i>Daikoku Electronics v. Raza</i>, G.R. No. 181688, 5 June 2009</p> <p>2. Pleading, notices, and appearances</p> <p>a. Complaint</p> <p><i>Samar-Med Distribution v. NLRC</i>, G.R. No. 162385, 15 July 2013</p> <p><i>Our Haus Realty Development Corporation v. Parian</i>, G.R. No. 204651, 6 August 2014</p> <p><i>Dee Jay's Inn v. Raneses</i>, G.R. No. 191823, 5 October 2016</p> <p>b. Filing and service of pleadings</p> <p><i>Charter Chemical v. Tan</i>, G.R. No. 163891, 21 May 2009</p> <p>c. Services of notices, resolutions, and orders</p> <p>i. How made</p> <p>ii. When deemed complete</p> <p><i>Sy v. Fairland Knitcraft</i>, G.R. No. 182915, 12 December 2011</p> <p>d. Appearances and authority to bind</p> <p>i. Who may appear</p> <p>ii. How made</p> <p><i>Gudez v. NLRC</i>, G.R. No. 83023, 23 March 1990</p>			
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<p>iii. Authority to bind</p> <p>3. Venue</p> <p>a. Transfers of venue, how and when allowed</p> <p>b. Objections to venue</p> <p>c. Overseas Filipino Workers</p> <p><i>Philtranco Service Enterprises v. NLRC</i>, G.R. No. 124100, 1 April 1998</p> <p>4. Consolidation of cases</p> <p>a. Grounds for consolidation</p> <p>b. Remedy from denial of motion for consolidation</p> <p>5. Issuance and service of summons</p> <p>a. Contents of summons</p> <p>b. How summons is effected</p> <p>c. Validity of summons</p> <p><i>Pabon v. NLRC</i>, G.R. No. 120457, 24 September 1998</p> <p><i>Masagana Concrete Products v. NLRC</i>, G.R. No. 106916, 3 September 1999</p> <p><i>Landbank v. Heirs of Alsua</i>, G.R. No. 167361, 2 April 2007</p> <p><i>Oyster Plaza Hotel v. Melivo</i>, G.R. No. 217455, 5 October 2016</p> <p>6. Prohibited pleadings and motions</p> <p>a. What are prohibited</p> <p>b. Effects of filing a prohibited pleading or motion</p> <p>7. Motion to dismiss</p> <p>a. When to file</p> <p>b. Grounds for motion to dismiss</p> <p>c. Effect of failure to file</p> <p>8. Mandatory conciliation and mediation conference</p> <p>a. Purpose</p>			
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<div><div><div>b. Who is authorized to conduct</div><div>c. Requirements for a valid compromise<div><div>i. Effects of a valid compromise</div><div>ii. Effect of non-compliance</div></div></div><div>d. Postponement</div><div>e. Effects of non-appearance<div><div>i. Complainant</div><div>ii. Respondent</div></div></div></div><div>9. Amendment of Complaint/Petition</div><div>10. Submission of Position Papers and Reply<div><div>a. Effect of failure to file</div><div>b. Contents of position paper and reply</div></div><div><i>Magnolia Corporation v. NLRC</i>, G.R. No. 116813, 24 November 1995</div></div><div>11. Hearing or Clarificatory Conference</div><div>12. Death of parties<div><div><i>Fontana Development Corporation v. Vukasinovic</i>, G.R. No. 222424, 21 September 2016</div></div></div><div>13. Revival and re-opening or re-filing of dismissed case and lifting of waiver.</div></div>			
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<p><u>MODULE 3: NLRC, OTHER QUASI-JUDICIAL BODIES, and PRESCRIPTION</u></p> <p>1. Powers of the Commission (Art. 225)</p> <p><i>Robosa v. NLRC</i>, G.R. No. 176085, 8 February 2012</p> <p>2. Exclusive original jurisdiction</p> <p>a. Petition for injunction in ordinary labor disputes [Art. 225 (e)]</p> <p><i>Philippine Airlines v. NLRC</i>, G.R. No. 120567, 20 March 1998</p> <p><i>Fronozo v. Manila Electric Company</i>, G.R. No. 178379, 22 August 2017</p> <p>i. Requisites for the issuance of an injunction</p> <p><i>Bisig Manggagawa Sa Concrete Aggregates v. NLRC</i>, G.R. No. 105090, 16 September 1993</p> <p>ii. Requisites for temporary restraining order</p> <p>b. Petition for injunction in strikes or lockouts</p> <p>c. Certified cases (Rule VIII, NLRC Rules of Procedure)</p> <p>d. Petition for Extraordinary Remedies (Rule XII, NLRC Rules of Procedure)</p> <p>i. Nature of the remedy</p> <p>ii. Grounds</p> <p>iii. When and where filed</p> <p>iv. Requisites of the petition</p> <p>v. Answer and opposition</p> <p>vi. Effect of filing</p> <p>vii. Application for and issuance of TRO and Writ of Preliminary Injunction</p> <p>a. Effectivity of TRO and Writ of Preliminary Injunction</p> <p>b. Effect of injunction</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	<p>31 Aug. to 12 Sept. 2020</p>	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p>
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<p>3. Exclusive appellate jurisdiction</p> <ul style="list-style-type: none"> a. Appeal in contempt cases before the Labor Arbiter b. Appeal of small money claims resolved by the DOLE Regional Director or hearing officer c. Appeal in cases decided by the Labor Arbiter <p>4. Grounds for appeal</p> <p>5. Requisites for perfecting an appeal</p> <ul style="list-style-type: none"> a. Filed within the reglementary period <ul style="list-style-type: none"> <i>Calipay v. NLRC</i>, G.R. No. 166411, 3 August 2010 <i>Building Care Corporation v. Macaraeg</i>, G.R. No. 198357, 10 December 2012 b. Verified by the appellant himself/herself in accordance with Section 4, Rule 7 of the Rules of Court <ul style="list-style-type: none"> <i>Innodata Knowledge Services v. Inting</i>, G.R. No. 211892, 6 December 2017 c. A memorandum of appeal stating the grounds of the appeal, arguments, relief sought, and date of receipt of the appealed decision, award or order. d. Proof of payment of appeal fee and legal research fee <ul style="list-style-type: none"> <i>Luna v. NLRC</i>, G.R. No. 116404, 20 March 1997 e. Posting of an appeal bond <ul style="list-style-type: none"> <i>Toyota Alabang v. Games</i>, G.R. No. 206612, 17 August 2015 <i>GBMLT Manpower v. Malinao</i>, G.R. No. 189262, 6 July 2015 <i>Orozco v. Court of Appeals</i>, G.R. No. 155207, 29 April 2005 <i>Lepanto Consolidated Mining v. Icao</i>, G.R. No. 196047, 15 January 2014 			
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<p><i>Forever Security v. Flores</i>, G.R. No. 147961, 7 September 2007</p> <p><i>UERM-Memorial Medical Center v. NLRC</i>, G.R. No. 110419, 3 March 1997</p> <p><i>Manila Mining Co. v. Amor</i>, G.R. No. 182800, 20 April 2015</p> <p><i>Banahaw Broadcasting v. Pacana</i>, G.R. No. 171673, 30 May 2011</p> <p><i>McBurnie v. Ganzon</i>, G.R. No. 178034, 17 October 2013</p> <p><i>Sara Lee Philippines v. Macatlang</i>, G.R. No. 180147, 14 January 2015</p> <p><i>AFP General Insurance Corporation v. Molina</i>, G.R. No. 151133, 30 June 2008</p> <p>f. Proof of service upon the other parties</p> <p><i>Sunrise Manning Agency v. NLRC</i>, G.R. No. 146703, 18 November 2004</p> <p><i>EDI Staffbuilders International v. NLRC</i>, G.R. No. 145587, 26 October 2007</p> <p><i>Fernandez v. Botica Claudio</i>, G.R. No. 205870, 13 August 2014</p> <p>6. Execution Proceedings</p> <p>a. Final and executory nature of NLRC judgment</p> <p><i>Molina v. Pacific Plans</i>, G.R. No. 165476, 10 March 2006</p> <p><i>De Ocampo v. RPN-9</i>, G.R. No. 192947, 9 December 2015</p> <p>b. Reinstatement pending appeal in decisions rendered by the Labor Arbiter</p> <p><i>Pioneer Texturizing Corp v. NLRC</i>, G.R. No. 118651, 16 October 1997</p> <p><i>Triad Security & Allied Services v. Ortega</i>, G.R. No. 160871, 6 February 2006</p> <p><i>Roquero v. Philippine Airlines</i>, G.R. No. 152329, 22 April 2003</p>			
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<p><i>Garcia v. Philippine Airlines</i>, G.R. No. 164856, 20 January 2009</p> <p><i>Pfizer v. Velasco</i>, G.R. No. 177467, 9 March 2011</p> <p><i>Wenphil Corporation v. Abing</i>, G.R. No. 207983, 7 April 2014</p> <p><i>College of the Immaculate Conception v. NLRC</i>, G.R. No. 167563, 22 March 2010</p> <p><i>Islriz Trading v. Capada</i>, G.R. No. 168501, 31 January 2011</p> <p><i>Bergonio v. South East Asian Airlines</i>, G.R. No. 195227, 21 April 2014</p> <p><i>Manila Doctors College v. Olores</i>, G.R. No. 225044, 3 October 2016</p> <p><i>Dup Sound Philippines v. Court of Appeals</i>, G.R. No. 168317, 21 November 2011</p> <p><i>Bañares v. Tabaco Women's Transport Service</i>, G.R. No. 197353, 1 April 2013</p> <p>c. Third party claims in execution proceeding</p> <p><i>Yupangco Cotton Mills v. CA</i>, G.R. No. 126322, 16 January 2002</p> <p><i>Ando v. Campo</i>, G.R. No. 184007, 16 February 2011</p> <p>d. Piercing the veil of corporate fiction</p> <p><i>Dutch Movers v. Lequin</i>, G.R. No. 210032, 25 April 2017</p> <p><i>Guillermo v. Uson</i>, G.R. No. 198967, 7 March 2016</p> <p>7. Reliefs against judgments/decisions rendered by the Commission</p> <p>a. Petition for Certiorari under Rule 65 to the Court of Appeals</p> <p><i>St. Martin Funeral Homes v. NLRC</i>, G.R. No. 130866, 16 September 1998</p> <p><i>Veloso v. China Airlines</i>, G.R. No. 104302, 14 July 1999</p>			
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<p>b. Appeal of the CA decision to the Supreme Court under Rule 45</p> <p><i>Hanjin Engineering v. Court of Appeals</i>, G.R. No. 165910, 10 April 2006</p> <p><i>Macasero v. Southern Industrial Gases</i>, G.R. No. 178524, 30 January 2009</p> <p><i>Stanfilco v. Tequillo</i>, G.R. No. 209735, 17 July 2019</p> <p>8. Compromise Agreements</p> <p><i>Magbanua v. Uy</i>, G.R. No. 161003, 6 May 2005</p> <p><i>Arellano v. Powertech Corporation</i>, G.R. No. 150861, 22 January 2008</p> <p><i>Philippine Transmarine Carriers v. Pelagio</i>, G.R. No. 211302, 12 August 2015</p> <p><i>Magsaysay Maritime v. De Jesus</i>, G.R. No. 203943, 30 August 2017</p> <p>9. Quitclaims</p> <p><i>Periquet v. NLRC</i>, G.R. No. 91298, 22 June 1990</p> <p><i>Goodrich Manufacturing v. Ativo</i>, G.R. No. 188002, 1 February 2010</p> <p><i>Aujero v. Philippine Communications Satellite Corporation</i>, G.R. No. 193484, 18 January 2012</p> <p><i>EDI Staffbuilders v. NLRC</i>, G.R. No. 145587, 26 October 2007</p> <p><i>Carolina's Lace Shoppe v. Maquilan</i>, G.R. No. 219419, 10 April 2019</p> <p><u>Other Quasi-Judicial Bodies and Prescription of Actions</u></p> <p>A. DOLE Regional Directors</p> <p>1. Small money claims without a claim for reinstatement</p> <p><i>Maternity Children's Hospital v. Secretary of Labor</i>, G.R. No. 78909, 30 June 1989.</p> <p><i>Odin Security v. De La Serna</i>, G.R. No. 87439, 21 February 1990</p>			
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<p>2. Visitorial and enforcement power (Art. 128 and 289)</p> <p><i>SSK Parts Corporation v. Camas</i>, G.R. No. 85934, 30 January 1990.</p> <p>3. Remedy against decisions rendered by the Regional Director</p>			
<p>B. DOLE Secretary</p> <p>1. Visitorial and enforcement powers (Art. 128 and 289)</p> <p>2. Assumption of jurisdiction over strikes and lockouts (Art. 278 (g))</p> <p><i>Telefunken Semiconductors Employees Union – FFW v. Court of Appeals</i>, G.R. No. 143013, 18 December 2000</p> <p><i>Phimco Industries v. Brillantes</i>, G.R. No. 120751, 17 March 1999. <i>See also</i>: J. Panganiban’s Separate Opinion.</p> <p>3. Suspension of the effects of termination [Art. 292 (b)] DOLE Regional Director</p> <p>4. Remedy from decisions of the DOLE Secretary</p> <p><i>National Federation of Labor v. Laguesma</i>, G.R. No. 123426, 10 March 1999</p>			
<p>C. Bureau of Labor Relations (Art. 232)</p> <p>1. Inter-union and intra-union disputes</p> <p><i>Pepsi-Cola Sales and Advertising Union v. Secretary of Labor</i>, G.R. No. 97092, 27 July 1992</p> <p><i>Diokno v. Cacdac</i>, G.R. No. 168475, 4 July 2007</p> <p><i>Montaño v. Verceles</i>, G.R. No. 168583, 26 July 2010</p> <p>2. Disputes arising from or affecting labor management relations except grievances</p> <p><i>La Tondeña Workers Union v. Secretary of Labor</i>, G.R. No. 96821, 9 December 1994</p> <p>3. Registration of CBA</p> <p>4. Remedies to decisions rendered by the BLR</p>			

<p><i>Abbot Laboratories v. Abbot Laboratories Employees Union</i>, G.R. No. 131374, 26 January 2000</p> <p><i>Heritage Hotel Manila v. NUWHRAIN</i>, G.R. No. 178296, 12 January 2011</p> <p><i>Takata Corporation v. Bureau of Labor Relations</i>, G.R. No. 196276, 4 June 2014</p>			
<p>D. National Conciliation and Mediation Board</p> <p><i>Tabigue v. International Copra Export Corporation</i>, G.R. No. 183335, 23 December 2009</p> <p>1. Preventive Mediation (Rules V and VI, NCMB Manual of Procedure)</p> <p><i>Insular Hotel Employees Union-NFL v. Waterfront Insular Hotel Davao</i>, G.R. No. 174040, 22 September 2010</p>			
<p>E. Voluntary Arbitrator</p> <p>1. Jurisdiction and Remedies</p> <p><i>Santuyo v. Remerco Garments</i>, G.R. No. 174420, 22 March 2010</p> <p><i>Teng v. Pahagac</i>, G.R. No. 169704, 17 November 2010</p> <p><i>Samahan ng mga Manggagawa sa Hyatt v. Magsalin</i>, G.R. No. 164939, 6 June 2011</p> <p><i>NYK-Fil-Ship Management v. Dabu</i>, G.R. No. 225142, 13 September 2017</p> <p><i>Guagua National Colleges v. Court of Appeals</i>, G.R. No. 188492, 28 August 2018</p> <p><i>Sanyo Philippines Workers Union v. Canizares</i>, G.R. No. 101619, 8 July 1992</p> <p><i>Negros Metal v. Lamayo</i>, G.R. No. 186557, 25 August 2010</p> <p><i>Landtex Industries v. Court of Appeals</i>, G.R. No. 150278, 9 August 2007</p> <p><i>Octavio v. PLDT</i>, G.R. No. 175492, 27 February 2013</p> <p>2. Submission Agreement</p> <p><i>Temic Automotive Philippines v. Temic Automotive Philippines Inc. Employees</i></p>			

<p><i>Union</i>, G.R. No. 186965, 23 December 2009</p> <p>F. Prescription of Actions</p> <ol style="list-style-type: none"> 1. Money claims (Art. 306, Labor Code) <p><i>PLDT v. Pingol</i>, G.R. No. 182622, 8 September 2010</p> <p><i>Serrano v. Court of Appeals</i>, G.R. No. 139420, 15 August 2001</p> <p><i>Intercontinental Broadcasting Corporation v. Panganiban</i>, G.R. No. 151407, 6 February 2007</p> <p><i>Accessories Specialist v. Alabanza</i>, G.R. No. 168985, 23 July 2008</p> <p><i>Auto Bus Transport v. Bautista</i>, G.R. No. 156367, 16 May 2005</p> <p><i>Montero v. Times Transportation</i>, G.R. No. 190828, 16 March 2015</p> 2. Illegal dismissal (Art. 1146, Civil Code) <p><i>Callanta v. Carnation Philippines</i>, G.R. No. 70615, 28 October 1986</p> 3. Offenses under the Labor Code <p><i>Arriola v. Pilipino Star Ngayon</i>, G.R. No. 175689, 13 August 2014</p> <p><i>Cadalin v. POEA</i>, G.R. No. 104776, 5 December 1994</p> 4. Illegal recruitment (RA 8042, as amended) 			
<p><u>MODULE 4: Right to Self-Organization</u></p> <p>A. Legal Basis</p> <ol style="list-style-type: none"> 1. Sec. 2, Art. II, 1987 Constitution 2. Sec. 3, Art. XIII, 1987 Constitution 3. Sec. 8, Art. III, 1987 Constitution 4. Arts. 253-257, Labor Code. <p><i>See also:</i> Department Order No. 43-03 and Department Order 40-I-15</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	<p>14 Sept. to 26 Sept. 2020</p>	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p>

<p><i>Samahan ng Manggagawa sa Hanjin Shipyards v. Bureau of Labor Relations</i>, G.R. No. 211145, 14 October 2015.</p> <p>B. Persons who have the right to form, join, or assist labor organizations</p> <ol style="list-style-type: none"> 1. Employees of commercial, industrial, and agricultural enterprises. 2. Employees of GOCC's without original charters and formed under the Corporation Code 3. Employees of religious, charitable, medical or educational institutions, whether operating for profit or not 4. Supervisory employees <p><i>Paper Industries Corporation v. Laguesma</i>, G.R. No. 101738, 12 April 2000</p> <p><i>Samahang Manggagawa sa Charter Chemical v. Charter Chemical</i>, G.R. No. 169717, 16 March 2011</p> 5. Alien employees 6. Working children 7. Homeworkers 8. Employees of cooperatives <p><i>Cooperative Rural Bank of Davao City v. Calleja</i>, G.R. No. 77951, 26 September 1988</p> <p><i>San Jose Electric Service Cooperative</i>, G.R. No. 77231, 31 May 1989</p> 9. Employees of legitimate contractors <p>C. Persons who cannot join, form or assist labor organizations</p> <ol style="list-style-type: none"> 1. Managerial employees <p><i>United Pepsi-Cola Supervisory Union v. Laguesma</i>, G.R. No. 122226, 25 March 1998</p> 2. Confidential employees <p><i>Metrolab Industries v. Confesor</i>, G.R. No. 108855, 28 February 1996</p> 			
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<p><i>San Miguel Corporation Supervisors and Exempt Union v. Laguesma</i>, G.R. No. 110399, 15 August 1997</p> <p><i>San Miguel Foods v. San Miguel Corporation Supervisors and Exempt Union</i>, G.R. No. 146206, 1 August 2011</p> <p><i>Standard Chartered Bank Employees Union v. Standard Chartered Bank</i>. G.R. No. 161933, 22 April 2008</p> <p>D. Effect of Commingling of Membership (Art. 256)</p> <p><i>Republic v. Kawashima Textile</i>, G.R. No. 160352, 23 July 2008</p> <p><i>Holy Child Catholic School v. Sto. Tomas</i>, G.R. No. 179146, 23 July 2013</p> <p>E. Rights and Conditions of Membership</p> <p>1. Union members [Art. 250, 292(c)]</p> <p><i>Victoriano v. Elizalde Roper Workers' Union</i>, L-25246, 12 September 1974</p> <p><i>Bank of the Philippine Islands v. BPI Employees Union</i>, G.R. No. 164301, 10 August 2010</p> <p><i>Slord Development v. Noya</i>, G.R. No. 232687, 4 February 2019</p> <p>2. Legitimate labor organization [Art. 251-252, 292(a)]</p> <p>a. Check-off, assessment, and agency fees [Art. 259(e)]</p> <p><i>Del Pilar Academy v. Del Pilar Academy Union</i>, G.R. No. 170112, 30 April 2008</p> <p><i>Palacol v. Ferrer-Calleja</i>, G.R. No. 85333, 26 February 1990</p> <p><i>Gabriel v. Secretary of Labor</i>, G.R. No. 115949, 16 March 2000</p> <p><i>Johnson and Johnson Labor Union-FFW v. Director of Labor Relations</i>, G.R. No. 76427, 21 February 1989</p> <p><i>Peninsula Employees Union v. Esquivel</i>, G.R. No. 218454, 1 December 2016</p>			
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<p>b. Affiliation and Disaffiliation</p> <p><i>Ergonomic Systems v. Enaje</i>, G.R. No. 195163, 13 December 2017</p> <p><i>Philippine Skylanders v. NLRC</i>, G.R. No. 127374, 31 January 2002</p> <p><i>Villar v. Inciong</i>, L-50283, 20 April 1983</p> <p><i>Association of Nationalist and Genuine Labor Organization v. Samahan ng mga Manggagawang Nagkakaisa sa Manila Bay</i>, G.R. No. 118562, 5 July 1986</p> <p><i>Chrysler Philippines Labor Union v. Estrella</i>, L-46509, 16 November 1978</p> <p><i>Associated Worker's Union-PTGWO v. NLRC</i>, G.R. No. 87266, 30 July 1990</p> <p>c. Substitutionary Doctrine</p> <p><i>Benguet Consolidated v. BCI Employees & Workers Union</i>, L-24711, 30 April 1968</p> <p><i>Elisco-Elirol Labor Union v. Noriel</i>, L-41955, 29 December 1977</p>			
<p><u>MODULE 5: The Bargaining Unit, Sole and Exclusive Bargaining Agent, and Collective Bargaining</u></p> <p>A. The Collective Bargaining Unit</p> <p><i>Toyota Motor Philippines v. Toyota Motor Philippines Corporation Labor Union</i>, G.R. No. 121084, 19 February 1997</p> <p><i>Dunlop Slazenger v. Secretary of Labor</i>, G.R. No. 131248, 11 December 1998</p> <p><i>Interntational School Alliance of Educators v. Quisumbing</i>, G.R. No. 128845, 1 June 2000</p> <p>B. Determination of Sole and Exclusive Bargaining Representative (Art. 267-272)</p> <ol style="list-style-type: none"> 1. Request for Certification 2. Certification election <ol style="list-style-type: none"> a. Organized establishment 	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court and Court of Appeals Decisions</p>	<p>28 Sept. to 9 Oct. 2020</p>	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p> <p>Quiz</p>

<p>i. Requisites</p> <p>b. Unorganized establishment</p> <p><i>Progressive Development Corporation-Pizza Hut v. Laguesma</i>, G.R. No. 115077, 18 April 1997</p> <p><i>UST Faculty Union v. Bitonio</i>, G.R. No. 131235, 16 November 1999</p> <p><i>National Union of Workers in Hotels Restaurants and Allied Industries v. Secretary of Labor</i>, G.R. No. 181531, 31 July 2009</p> <p><i>Yokohama Tire v. Yokohama Employees Union</i>, G.R. No. 159553, 10 December 2007</p> <p>c. Bar rules</p> <p>i. Contract bar rule</p> <p>ii. Statutory bar rule</p> <p>iii. Certification year bar rule</p> <p>iv. Negotiations bar rule</p> <p>v. Bargaining deadlock bar rule</p> <p><i>Capitol Medical Center Alliance of Concerned Employees v. Laguesma</i>, G.R. No. 118915, 4 February 1997</p> <p><i>Kaisahan ng Manggagawang Pilipino v. Trajano</i>, G.R. No. 75810, 9 September 1991</p> <p>3. Consent election</p> <p>4. Run-off election</p> <p>5. Re-run election</p> <p>C. Collective Bargaining</p> <p>1. Duty to bargain collectively (Art. 261-265)</p> <p>a. Freedom period</p> <p>b. Automatic renewal clause</p> <p><i>Kiok Loy v. NLRC</i>, L-54334, 22 January 1986</p>			
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<p><i>Union of Filipino Employees v. Nestle Philippines</i>, G.R. No. 158930, 3 March 2008</p> <p><i>UST Faculty Union v. University of Sto. Tomas</i>, G.R. No. 180892, 7 April 2009</p> <p><i>General Milling Corporation v. Court of Appeals</i>, G.R. No. 146728, 11 February 2004</p> <p><i>Philippine Airlines v. Philippine Airlines Employees Association</i>, G.R. No. 142399, 12 March 2008</p> <p><i>FVC Labor Union v. SANAMA-FVC-SIGLO</i>, G.R. No. 176249, 27 November 2009</p> <p><i>San Miguel Corporation Employees Union v. Confesor</i>, G.R. No. 111262, 19 September 1996</p> <p><i>Hong Kong Bank Independent Labor Union v. HSBC</i>, G.R. No. 218390, 28 February 2018</p> <p><i>Divine Word University v. Secretary of Labor</i>, G.R. No. 91915, 11 September 1992</p> <p>2. Collective Bargaining Agreement</p> <p>a. Nature of a CBA</p> <p><i>Wesleyan University v. Wesleyan University Faculty and Staff Association</i>, G.R. No. 181806, 12 March 2014</p> <p>b. Persons entitled to CBA benefits</p> <p>c. CBA provisions</p> <p>i. Grievance machinery and voluntary arbitration (Art. 273)</p> <p>ii. "No strike. No lockout." Clause</p> <p><i>Master Iron Labor Union v. NLRC</i>, G.R. No. 92009, 17 February 1993</p> <p><i>Panay Electric Company v. NLRC</i>, G.R. No. 102672, 4 October 1995</p>			
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<p>iii. Labor management council</p> <p>d. Duration of the CBA</p> <p>i. Economic provisions</p> <p><i>General Milling Corporation-Independent Labor Union v. General Milling Corporation</i>, G.R. No. 183122, 15 June 2011</p> <p>ii. Representation</p> <p><i>FVC Labor Union v. Sama-Samang Nagkakaisang Manggagawa sa FVC</i>, G.R. No. 176249, 27 November 2009</p> <p>iii. Retroactivity</p> <p><i>Union of Filipro Employees v. NLRC</i>, G.R. No. 91025, 19 December 1990</p> <p><i>Manila Electric Co. v. Quisumbing</i>, G.R. No. 127598, 22 February 2000 and 1 August 2000 Resolutions.</p>			
MID-TERM EXAMINATIONS		12 Oct to 17 Oct. 2020	
<p><u>MODULE 6: ULP and Peaceful Concerted Activities</u></p> <p>A. Unfair Labor Practice [Arts. 258-260, 274, 278(c)]</p> <p>1. Nature, Aspect, and Elements of ULP's</p> <p><i>T&H Shopfitters Corporation v. T&H Shopfitters Union</i>, G.R. No. 191714, 26 February 2014</p> <p>2. ULP by the employer</p> <p><i>Insular Life Assurance Employees Association v. Insular Life</i>, L-25291, 30 January 1971</p> <p><i>Ren Transport v. NLRC</i>, G.R. No. 188020, 27 June 2016</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	19 Oct. 19 to Oct. 24 2020	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p>

<p><i>Arellano University Employees and Workers Union v. Court of Appeals</i>, G.R. No. 139940, 19 September 2006</p> <p><i>Digital Telecommunications Philippines v. Digitel Employees Union</i>, G.R. No. 184903, 10 October 2012</p> <p><i>BPI Employees Union – Davao v. Bank of the Philippine Islands</i>, G.R. No. 174912, 24 July 2013</p> <p><i>Rivera v. Espiritu</i>, G.R. No. 135547, 23 January 2002</p> <p><i>Great Pacific Life Employees Union v. Great Pacific Life Assurance Corporation</i>, G.R. No. 126717, 11 February 1999</p> <p><i>A.C. Ransom Labor Union v. NLRC</i>, L-69494, 29 May 1987</p> <p><i>Standard Chartered Bank Employees Union v. Confesor</i>, G.R. No. 196276, 16 June 2004</p> <p><i>Employees Union of Bayer v. Bayer</i>, G.R. No. 162943, 6 December 2010</p> <p>3. ULP by Labor Organizations</p> <ul style="list-style-type: none"> a. Restraint and coercion in the exercise of right to self-organize b. Discrimination c. Violation of duty to bargain collectively d. Featherbedding e. Demand for payment of stand-by services f. Demand for or acceptance of negotiation fees or attorney's fees g. Gross violations of the CBA <p>4. Criminal and civil liability for ULP</p> <p>B. Peaceful Concerted Activities</p> <p>1. Strikes (<i>See: NCMB Primer on Strikes</i>)</p> <ul style="list-style-type: none"> a. Nature of a Strike <p><i>NUWHRAIN Dusit Hotel v. Court of Appeals</i>, G.R. No. 163942, 11 November 2008</p>			
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<p><i>Interphil Laboratories Employees Union v. Interphil</i>, G.R. No. 142824, 19 December 2001</p> <p><i>Ramirez v. Polyson</i>, G.R. No. 207898, 19 October 2016</p> <p><i>Naranjo v. Biomedica Healthcare</i>, G.R. No. 193789, 19 September 2012</p> <p>b. Requisites for a valid strike</p> <p><i>Lapanday Workers Union v. NLRC</i>, G.R. No. 95494, 7 September 1995</p> <p>c. Illegal strikes</p> <p><i>Toyota Motor Phils. v. NLRC</i>, G.R. No. 158786, 19 October 2007</p> <p><i>Samahang Manggagawa sa Sulpicio Lines v. Sulpicio Lines</i>, G.R. No. 140992, 25 March 2004</p> <p><i>Biflex v. Filflex</i>, G.R. No. 155679, 19 December 2006</p> <p><i>Air Line Pilots Association v. CIR</i>, L-33705, 15 April 1977</p> <p><i>Abaria v. NLRC</i>, G.R. No. 154113, 7 December 2011</p> <p><i>Bigg's v. Boncacas</i>, G.R. No. 200487, 6 March 2019</p> <p><i>Grand Boulevard Hotel v. Genuine Labor Organization</i>, G.R. No. 153664, 18 July 2003</p> <p>d. Liability of officers and ordinary union members</p> <p><i>Philippine Diamond Hotel v. Manila Diamond Hotel Employees Union</i>, G.R. No. 158075, 30 June 2006</p> <p><i>Solidbank v. Gamier</i>, G.R. No. 159460, 15 November 2010</p> <p><i>C Alcantara & Sons v. Court of Appeals</i>, G.R. No. 155109, 29 September 2010 and 14 March 2012</p> <p>2. Picketing</p> <p><i>MSF Tire and Rubber v. Court of Appeals</i>, G.R. No. 128632, 5 August 1999</p>			
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<p><i>Phimco Industries v. Phimco Industries Labor Association</i>, G.R. No. 170830, 11 August 2010</p> <p>3. Lockout</p> <p> a. Requisites for a valid lockout</p> <p>4. Assumption of jurisdiction</p> <p><i>International Pharmaceuticals v. Secretary of Labor</i>, G.R. No. 92981, 9 January 1992</p> <p><i>Telefunken Semiconductors Employees Union – FFW v. Court of Appeals</i>, G.R. No. 143013, 18 December 2000, <i>supra</i></p> <p><i>Phimco Industries v. Brillantes</i>, G.R. No. 120751, 17 March 1999, <i>supra</i></p>			
<p><u>MODULE 7: Kinds of Employment</u></p> <p>A. Regular</p> <p> 1. Definition of regular employment</p> <p> 2. Test in determining regular employment</p> <p> <i>De Leon v. NLRC</i>, G.R. No. 70705, 21 August 1989.</p> <p> <i>Magsalin v. National Organization of Working Men</i>, G.R. No. 148492, 9 May 2003.</p> <p>B. Probationary (Art. 295, and Omnibus Rules Implementing the Labor Code, Book 6, Rule 1, Section 6.)</p> <p> <i>Canadian Opportunities Unlimited v. Dalangin</i>, G.R. No. 172223, 6 February 2012.</p> <p> 1. Definition of probationary employment</p> <p> 2. Right to be informed of standards for regularization.</p> <p> <i>Aliling v. Feliciano</i>, G.R. No. 185829, 25 April 2012.</p> <p> <i>Philippine Daily Inquirer v. Magtibay</i>, G.R. No. 164532, 27 July 2007.</p> <p> <i>Abbot Laboratories v. Alcaraz</i>, G.R. No. 192571, 23 July 2013 and 22 April 2014.</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	<p>26 Oct. to Oct. 30 2020</p>	<p>Recitation</p> <p>Case study</p> <p>Discussion</p>

<p><i>Enchanted Kingdom v. Verzo</i>, G.R. No. 209559, 9 December 2015.</p> <p>3. Period of probation</p> <p>a. General Rule</p> <p><i>International Catholic Migration Commission v. NLRC</i>, G.R. No. 72222, 30 January 1989, 169 SCRA 606.</p> <p>b. Teachers</p> <p><i>Magis Young Achievers' Learning Center v. Manalo</i>, G.R. No. 178835, 13 February 2009.</p> <p><i>Mercado v. AMA Computer College</i>, G.R. No. 183572, 13 April 2010.</p> <p><i>Colegio del Santisimo Rosario v. Rojo</i>, G.R. No. 170388, 4 September 2013.</p> <p>c. By agreement, nature of the work, required or established by company policy</p> <p><i>Buiser v. Hon. Leogardo</i>, L-63316, 31 July 1984.</p> <p><i>Mariwasa Manufacturing v. Leogardo</i>, G.R. No. 74246, 26 January 1989.</p> <p>C. Project (See also: Department Order No. 19, Series of 1993)</p> <p><i>ALU-TUCP v. NLRC</i>, G.R. No. 109902, 2 August 1994.</p> <p><i>Leyte Geothermal Power Progressive Employees Union – ALU – TUCP v. PNOC-EDC</i>, G.R. No. 170351, 30 March 2011.</p> <p><i>Malicdem v. Marulas Industrial Corporation</i>, G.R. No. 204406, 26 February 2014</p> <p><i>Maraguinot v. NLRC</i>, 348 Phil. 580 (1998)</p> <p><i>Liganza v. RBL Shipyard Corporation</i>, G.R. No. 159862, 17 October 2006.</p> <p><i>Hanjin Heavy Industries v. Ibanez</i>, G.R. No. 170181, 26 June 2008.</p> <p><i>PNOC-Energy Development Corporation v. NLRC</i>, G.R. No. 169353, 13 April 2007.</p>			
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<p><i>Filsystems v. Cruz</i>, G.R. No. 153832, 18 March 2005.</p> <p><i>E. Ganzon, Inc. v. Ando</i>, G.R. No. 214183, 20 February 2017.</p> <p><i>Mercado v. NLRC</i>, G.R. No. 79869, 5 September 1991, 201 SCRA 332.</p> <p><i>Cocomangas Hotel Beach Resort v. Visca</i>, G.R. No. 167045, 29 August 2008.</p> <p><i>Gadia v. Sykes Asia</i>, G.R. No. 209499. 28 January 2015.</p> <p>D. Seasonal</p> <p><i>Hacienda Fatima v. National Federation of Sugarcane Workers</i>, G.R. No. 149440, 28 January 2003</p> <p><i>Gapayao v. Fulo</i>, G.R. No. 193493, 13 June 2013.</p> <p><i>Universal Robina Sugar Milling Corporation v. Acibo</i>, G.R. No. 186439, 15 January 2014.</p> <p><i>Paz v. Northern Tobacco Redrying Co.</i>, G.R. No. 199554, 18 February 2015.</p> <p>E. Casual</p> <p><i>Kimberly Independent Labor Union v. Drilon</i>, G.R. No. 77629, 9 May 1990, 185 SCRA 190.</p> <p><i>Philippine Geothermal Inc. v. NLRC</i>, G.R. No. 82643-67, 30 August 1990, 189 SCRA 211.</p> <p>F. Fixed term</p> <p><i>Brent School v. Zamora</i>, 181 SCRA 702, (1990).</p> <p><i>Fuji Network Television v. Espiritu</i>, G.R. Nos. 204944-45, 3 December 2014.</p> <p><i>Samonte v. La Salle Greenhills</i>, G.R. No. 199683, 10 February 2016.</p> <p><i>Poseidon Fishing v. NLRC</i>, G.R. No. 168052, 20 February 2006.</p> <p><i>Fabella v. San Miguel Corporation</i>, G.R. No. 150658, 9 February 2007.</p>			
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<p><u>MODULE 8: Management Prerogative, Resignation, and Procedural Due Process</u></p> <p>I. Management Prerogative</p> <p>A. Right to discipline</p> <p><i>St. Luke's Medical Center v. Sanchez</i>, G.R. No. 212054, 11 March 2015</p> <p><i>Philippine Span Asia Carriers v. Pelayo</i>, G.R. No. 212003, 28 February 2018</p> <p>B. Right to transfer</p> <p><i>Peckson v. Robinsons Supermarket</i>, G.R. No. 198534, 3 July 2013</p> <p>C. Right to impose productivity standard</p> <p><i>Puncia v. Toyota Shaw</i>, G.R. No. 214399, 28 June 2016</p> <p>D. Change of work hours</p> <p>E. Bonuses</p> <p><i>Metro Transit Organization v. NLRC</i>, G.R. No. 116008, 11 July 1995</p> <p>F. Prescription of rules on marriage</p> <p><i>Duncan Assoocation of Detailman-PTGWO v. Glaxo Wellcome</i>, G.R. No. 162994, 17 September 2004</p> <p><i>Star Paper v. Simbol</i>, G.R. No. 164774, 12 April 2006.</p> <p>G. Post-employment ban</p> <p><i>Tiu v. Platinum Plans</i>, G.R. No. 163512, 28 February 2007</p> <p>II. Post-Employment</p> <p>A. Voluntary resignation by the employee (Art. 300)</p> <p><i>Doble v. ABB</i>, G.R. No. 215627, 5 June 2017</p> <p><i>Mora v. Avesco Marketing</i>, G.R. No. 177414, 14 November 2008</p> <p><i>Intertrod Maritime v. NLRC</i>, G.R. No. 81087, 19 June 1991</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	<p>3 Nov. to 20 Nov. 2020</p>	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p>
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<p><i>Hechanova Bugay Vilchez Lawyers v. Matorre</i>, G.R. No. 198261, 16 October 2013</p> <p>B. Involuntary resignation/Constructive dismissal</p> <p><i>Torreda v. Investment and Capital Corporation</i>, G.R. No. 229881, 5 September 2018</p> <p><i>Ico v. Systems Technology Institute</i>, G.R. No. 185100, 9 July 2014</p> <p><i>Philippine Span Asia v. Pelayo</i>, G.R. No. 212003, 28 February 2018</p> <p><i>Agcolicol v. Casiño</i>, G.R. No. 217732, 15 June 2016</p> <p>C. Procedural Due Process (DOLE Dept. Order 147-15)</p> <p>1. Required Due Process in Termination for Just Causes</p> <p><i>Agabon v. NLRC</i>, G.R. No. 158693, 17 November 2004</p> <p><i>King of Kings Transport v. Mamac</i>, G.R. No. 166208, 29 June 2007</p> <p><i>Perez v. Philippine Telegraph and Telephone Co.</i>, G.R. No. 152048, 7 April 2009</p> <p><i>Puncia v. Toyota Shaw</i>, G.R. No. 214399, 28 June 2016</p> <p><i>Sta. Isabel v. Perla Compañia de Seguros</i>, G.R. No. 219430, 7 November 2016</p> <p>2. Required Due Process for Authorized Causes</p> <p><i>Jaka Food Processing v. Pacot</i>, G.R. No. 151378, 28 March 2005</p> <p>3. Contractual Due Process</p> <p><i>Abbot Laboratories v. Alcaraz</i>, G.R. No. 192571, 23 July 2013</p>			
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<p><u>MODULE 9: Just Causes for Termination of Employment</u></p> <p>1. Serious Misconduct</p> <p><i>Imasen Philippine Corporation v. Alcon</i>, G.R. No. 194884, 22 October 2014 (elements of</p> <p><i>Northwest Airlines v. Del Rosario</i>, G.R. No. 157633, 10 September 2014 (Definition of fight; fighting as serious misconduct)</p> <p><i>Citibank v. NLRC</i>, G.R. No. 159302, 6 February 2008 (Attitude problem as serious misconduct)</p> <p><i>Mirant Philippines v. Caro</i>, G.R. No. 181490, 23 April 2014 (refusal to undergo drug test not necessarily serious misconduct)</p> <p><i>Nacague v. Sulpicio Lines</i>, G.R. No. 172589, 9 August 2010 (required proof for dismissal for use of drugs, drug use as serious misconduct)</p> <p><i>Leus v. St. Scholastica's College</i>, G.R. No. 187226, 28 January 2015 (secular morality as basis for determining whether there is serious misconduct)</p> <p>2. Gross insubordination/Willful disobedience</p> <p><i>Coffee Bean and Tea Leaf v. Arenas</i>, G.R. No. 208908, 11 March 2015</p> <p><i>Lores Realty Enterprises v. Pacia</i>, G.R. No. 171189, 9 March 2011 (good faith refusal to obey a lawful order)</p> <p><i>ePacific Global Contact Center v. Cabansay</i>, G.R. No. 167345, 23 November 2007 (refusal to comply with lawful order)</p> <p>3. Gross and habitual neglect</p> <p><i>St. Luke's Medical Center v. Notario</i>, G.R. No. 152166, 20 October 2010 (negligence must not only be gross but habitual, single act does not suffice)</p> <p><i>LBC Express v. Mateo</i>, G.R. No. 168215, 9 June 2009 (single act of negligence leading to loss of substantial amount justified dismissal)</p> <p><i>Mansion Printing Center v. Bitara</i>, G.R. No. 168120, 15 January 2012 (habitual tardiness and absenteeism as grounds for dismissal, totality of infractions)</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	<p>23 Nov. to 28 Nov. 2020</p>	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p>
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<p><i>Cavite Apparel v. Marquez</i>, G.R. No. 172044, 6 Februar 2013 (Four absences over six month period, not gross and habitual neglect, dismissal not commensurate to the infraction)</p> <p><i>Manarpiis v. Texan Philippines</i>, G.R. No. 197011, 28 January 2015 (Requisites for abandonment)</p> <p>4. Fraud</p> <p><i>Philippine Airlines v. NLRC</i>, G.R. No. 126805, 16 March 2000 (Fraud need not lead to actual loss to justify dismissal)</p> <p>5. Loss of confidence/Breach of trust</p> <p><i>Sta. Ana v. Manila Jockey Club</i>, G.R. No. 208459, 15 February 2017 (requisites for breach of trust)</p> <p><i>Hormillosa v. Coca-Cola Bottlers Philippines</i>, G.R. No. 198699, 9 October 2013 (Non-managerial employees)</p> <p><i>Manese v. Jollibee Foods Corporation</i>, G.R. No. 170454, 11 October 2012 (Managerial employee)</p> <p>6. Commission of a crime</p> <p><i>Reno Foods v. Nagkakaisang Lakas ng Manggagawa</i>, G.R. No. 164016, 15 March 2010 (acquittal does not invalidate dismissal for commission of a crime)</p> <p><i>Lynvil Fishing Enterprises v. Ariola</i>, G.R. No. 181974, 1 February 2012 (findings in preliminary investigation not binding upon labor tribunals)</p> <p>7. Other analogous causes</p> <p><i>John Hancock Life Insurance v. Davis</i>, G.R. No. 169549, 3 September 2008 (<i>Theft</i> of co-worker's property is analogous to serious misconduct)</p>			
<p><u>MODULE 10: Authorized Causes, Reliefs in Illegal Dismissal, and Retirement</u></p> <p>A. Authorized Causes for Termination of Employment</p> <p>1. Redundancy</p> <p><i>Arabit v. Jardine Pacific</i>, G.R. No. 181719, 21 April 2014 (Distinction between</p>	<p>Syllabus</p> <p>Textbooks</p> <p>Supreme Court Decisions</p>	<p>1 Dec. to 11 Dec. 2020</p>	<p>Recitation</p> <p>Case Study</p> <p>Discussion</p> <p>Quiz</p>

<p>redundancy and retrenchment; Guidelines for valid redundancy)</p> <p><i>Shimizu Philippines v. Callanta</i>, G.R. No. 165923, 29 September 2010 (Guidelines for valid redundancy; purpose of notice to DOLE; nominal damages for non-compliance)</p> <p>2. Retrenchment</p> <p><i>Asian Alcohol Corporation v. NLRC</i>, G.R. No. 131108, 25 March 1999 (Requirements for valid retrenchment, Proof required, includes prevention of losses)</p> <p><i>FASAP v. Philippine Airlines</i>, G.R. No. 178083, 13 March 2018 (AFS not absolute requirement for valid retrenchment; judicial notice of company undergoing corporate rehabilitation)</p> <p><i>Sebuguero v. NLRC</i>, G.R. No. 115394, 27 September 1995 (Temporary Lay-off and Art. 301 by analogous application)</p> <p>3. Closure of Business</p> <p><i>Sangwoo Philippines v. Sangwoo Philippines Employees Union</i>, G.R. No. 173154, 9 December 2013 (Closure due to serious business losses no separation pay, posting of notices not compliant with procedural due process, reduced nominal damages)</p> <p><i>Navotas Shipyard v. Montallana</i>, G.R. No. 190053, 24 March 2014 (Temporary closure ripening to closure due to serious business losses, nominal damages)</p> <p>4. Disease</p> <p><i>Deoferio v. Intel Technology Philippines</i>, G.R. No. 202996, 18 June 2014 (Disease need not be contagious; Any disease including mental illness; procedural due process is required)</p> <p>B. Reliefs for illegal dismissal</p> <p>1. Backwages</p> <p><i>United Coconut Chemicals v. Almores</i>, G.R. No. 201018, 12 July 2017 (inclusions in backwages, employer liability in illegal</p>			
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<p>dismissal done in relation to a union security clause)</p> <p><i>Session Delights v. Court of Appeals</i>, G.R. No. 172149, 8 February 2010 (Backwages in relation to immutability of judgment)</p> <p><i>Bani Rural Bank v. De Guzman</i>, G.R. No. 170904, 13 November 2013</p> <p><i>Nacar v. Gallery Frames</i>, G.R. No. 189871, 13 August 2013 (Rules on interest)</p> <p><i>Lara's Gift & Decors v. Midtown Industrial Sales</i>, G.R. No. 225433, 28 August 2019 (Revised rules on interest)</p> <p>2. Reinstatement</p> <p><i>Olympia Housing v. Pastora</i>, G.R. No. 187691, 13 January 2016 (Reinstatement no longer possible due to closure; grant of backwages and separation pay to run up to date of closure)</p> <p>3. Separation pay in lieu of reinstatement</p> <p><i>Claudia's Kitchen v. Tanguin</i>, G.R. No. 221096, 28 June 2017 (Separation pay in lieu of reinstatement, when proper)</p> <p>4. Attorney's Fees</p> <p><i>PCL Shipping v. NLRC</i>, G.R. No. 153031, 14 December 2006 (Attorney's Fees in labor cases as extraordinary concept)</p> <p>C. Retirement</p> <p><i>Padillo v. Rural Bank of Nabunturan</i>, G.R. No. 199338, 21 January 2013 (Disqualified from retirement benefits due to failure to reach optional retirement age; grant of financial assistance)</p> <p><i>De La Salle Araneta University v. Bernardo</i>, G.R. No. 190809, 13 February 2017 (Entitlement to retirement pay)</p>			
<p>FINAL EXAMINATIONS</p>		<p>Dec. 12-17, 2020</p>	

TEXTBOOKS:

(Insert Prescribed Textbook/s here)

POLICIES:

- 1. Attendance will be checked every meeting.
- 2. Students who are called to recite but are absent/ disconnected shall get a grade of 65.
- 3. Students who missed a quiz will get a grade of 60.
- 4. Students are prohibited from recording the online class as this is a violation of the intellectual property rights of the Professor.

Prepared by:

Signature
[Insert Name of Professor]
Faculty, College of Law

Approved by:

Signature
Atty. Marciano G. Delson
Dean, College of Law

Date Prepared by the Faculty: **[Date]**