Republic of the Philippines
Supreme Court
Manila City

THIRD DIVISION

GILBERT RIVERA, CARLOS ALCANTARA, VIRGILIO CASTIGO, EMMANUEL LABAN, SAMSON MARAMBA, RONNIE ABELLERA, RODERICK ABUBO, FERNANDO ALBAY, GERRY APOSTOL, RODOLFO BAUTISTA, MARTIN CACAS, RONALD CALUZA, FREXEN DULATRE, ROMEO DE CASTRO, EDWIN DOCTOLERO, JOEY DULAY, RONALDO DULAY, PAUL JEMSEN DULAY, RODERICK FREDELUCES, SONY BOY LOVITE, RAMON MABALOT, CESAR MAMARIL, HILARIO OBRERO, JOEY ORDOÑA,* ADELINO OSTREA, ERIC PADILLA, RONALD RAFANAN, MELJONEL RAMIREZ, REYNALDO REGACHO, CAESAR DELOS REYES, ALFIE REYES, NOEL ROSAL, ERWIN SORIANO, JACINTO TAMAYO, CESAR ULAT, ROGER MANGAOANG, LEX L. AYSON, CESAR VILLANUEVA, MARK ANTHONY ALBAY, JESSIE D. MANGAOANG, NAPOLEON RULLAN, JEFFREY LIBATIQUE,	**G.R. No. 272080**

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* Also referred to as ORDONA in some parts of the *rollo*.

JONATHAN GAYO, ROBERT RULLAN, MARIONITO RAMIREZ, JUNE O. DECINA, JHUMAR MAYNES, ROLLY TAYAN, REYNALDO RULLODA, FERNANDO FABRO, JR., ROWEL GARABILES, JORDAN RIGOR, JIMMY GALINATO, JOHN MARCELO RAMIREZ, MARIO FABRO, RAMIL G. HALAMAN, JAY A. MENDOZA, GABRIEL F. GABUAT, JAYSON B. MANGORNONG, ALLAN PIO ROSIMO, RONALD L. VALDEZ, MARLO HALABAS, JUN VILLAROSA, ROMMEL LACADEN, MELCHOR HABAN, JOEL DELA ROSA NOVIDA, EDWIN ALCANTARA, JR., JONATHAN M. DE VERA, MARCO M. MUNIO, CHRISTIAN PERALTA, ARNOLD G. REYES, ROBERT ALAWAS, MARIANO A. NUVAL, RAMIR B. CACAS, REYNANTE N. ADONES, DEMETRIA A. FLORES, RICARDO CACANANDO, MICHAEL G. RAMOS, HADJI CARLOS G. DACPANO, EDGAR OBUNGEN, ALFREDO G. ESPEJO, CLARENCE JOLLY D. CAOILE, ERIC F. ESTOESTA, PERFECTO B. MILLANES, JR., EDITHO M. VILLORIA, DANILO M. GALERA, ROGER PARROCHA, BEN MANGASER, JR., DANIEL B. TUBERA, JOEY KING MARTINEZ, NELSON TUBERA, and DOMINGO GENERAO,

Petitioners,

-versus-

UNIVERSAL LEAF PHILIPPINES, INC., and WINSTON P. UY,

Present:

CAGUIOA,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH, *JJ.*

Respondents. **Promulgated:**

FEB 19 2026

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DECISION

SINGH, *J.*:

The Court resolves a Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court, assailing the Decision,[2] dated September 19, 2023, and the Resolution,[3] dated February 6, 2024, of the Court of Appeals (**CA**) in CA-G.R. SP No. 166822. The CA upheld the Decision, dated November 27, 2019, and the Resolution, dated March 13, 2020, of the National Labor Relations Commission (**NLRC**) in NLRC LAC No. 09-003338-19,[4] which, in turn, affirmed the Decision, dated June 21, 2019, of Labor Arbiter Eduardo D. Carpio (**Labor Arbiter**), dismissing petitioners Gilbert Rivera, Carlos Alcantara, Virgilio Castigo, Emmanuel Laban, Samson Maramba, Ronnie Abellera, Roderick Abubo, Fernando Albay, Gerry Apostol, Rodolfo Bautista, Martin Cacas, Ronald Caluza, Frexen Dulatre, Romeo De Castro, Edwin Doctolero, Joey Dulay, Ronaldo Dulay, Paul Jemsen Dulay, Roderick Fredeluces, Sony Boy Lovite,* Ramon Mabalot, Cesar Mamaril, Hilario Obrero, Joey Ordoña, Adelino Ostrea, Eric Padilla, Ronald Rafanan, Meljonel Ramirez, Reynaldo Regacho, Caesar Delos Reyes, Alfie Reyes, Noel Rosal, Erwin Soriano, Jacinto Tamayo, Cesar Ulat, Roger Mangaoang, Lex L. Ayson, Cesar Villanueva, Mark Anthony Albay, Jessie D. Mangaoang, Napoleon Rullan, Jeffrey Libatique, Jonathan Gayo, Robert Rullan, Marionito Ramirez, June O. Decina, Jhumar Maynes, Rolly Tayan, Reynaldo Rulloda, Fernando Fabro, Jr., Rowel Garabiles, Jordan Rigor, Jimmy Galinato, John Marcelo Ramirez, Mario Fabro, Ramil G. Halaman, Jay A. Mendoza, Gabriel F. Gabuat, Jayson B. Mangornong, Allan Pio Rosimo, Ronald L. Valdez, Marlo Halabas, Jun Villarosa, Rommel Lacaden, Melchor Haban, Joel Dela Rosa Novida, Edwin Alcantara, Jr., Jonathan M. De Vera, Marco M. Munio, Christian Peralta, Arnold G. Reyes, Robert Alawas, Mariano A. Nuval, Ramir B. Cacas, Reynante N. Adones, Demetria A. Flores, Ricardo Cacanando, Michael G. Ramos, Hadji Carlos G. Dacpano, Edgar Obungen, Alfredo G. Espejo, Clarence Jolly D. Caoile, Eric F. Estoesta, Perfecto B. Millanes, Jr.,

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1 *Rollo*, pp. 10–68.

2 *Id.* at 69–90. Penned by Associate Justice Jennifer Joy C. Ong and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Maximo M. De Leon of the Special Fourth Division, Court of Appeals, Manila.

3 *Id.* at 91–95. Penned by Associate Justice Jennifer Joy C. Ong and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Maximo M. De Leon of the Former Special Fourth Division, Court of Appeals, Manila.

4 *Id.* at 71.

* Also known as Sonny Boy Lovite in other parts of the *rollo*.

Editho M. Villoria, Danilo M. Galera, Roger Parrocha, Ben Mangaser, Jr., Daniel B. Tubera, Joey King Martinez, Nelson Tubera, and Domingo Generao's (**Rivera et al.**) Consolidated Complaints for Illegal Lay-off and Non-Payment of Salaries, Overtime Pay, 13th Month Pay, Service Incentive Leave Pay, Holiday Pay, and Allowances (**Complaints**) for lack of merit.[5]

The Facts

The case stemmed from the Complaints filed by Rivera et al. against Universal Leaf Philippines, Inc. (**ULPI**) and its President Winston P. Uy (**Uy**).[6]

In their *Pinag-Samang Sinumpaang Salaysay,* Rivera et al. alleged that they were employed by ULPI as forklift operators, drivers, helpers, loading and unloading crew, carpenters, sweepers, and payloader and backhoe operators on various dates from 2005 to 2017.[7]

They were told that they were seasonal employees. As such, there would be months in a year when they would be considered as laid off, and months that they would be continuously rendering their services to ULPI. After each lay-off, ULPI would rehire them as new employees.[8]

Rivera et al. also alleged that the regular employees would take over their tasks whenever they were laid off. While the regular employees of ULPI were given clothing, laundry, medical, and rice allowances, leave benefits, and bonuses, Rivera et al. allegedly received only minimum pay without benefits. ULPI also supposedly hired new forklift operators and drivers during the tobacco "lean season," contrary to the premise that ULPI does not require new employees during "off-seasons" or "lean seasons." Thus, Rivera et al. filed the Complaints before the Labor Arbiter, praying for regularization and payment of their money claims, damages, and attorney's fees.[9]

In response, ULPI and Uy explained that ULPI is a domestic company engaged in planting, processing and trading tobacco locally and for export. The business operations of ULPI are divided into two departments: Growing Operations and Internal Operations. The Growing Operations pertain to the planting and cultivating of tobacco seeds (i.e., seedling production, transplanting of tobacco seeds by farm growers, harvesting, and curing of

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5 *Rollo*, pp. 72, 77.
6 *Id.* at 71–72.
7 *Id.* at 72–73.
8 *Id.* at 73.
9 *Id.* at 73–74.

tobacco). The work therein is seasonal and determined primarily by factors like weather, climate condition, and agricultural cycles observed by local farmers in the cultivation of tobacco. The tobacco planting season takes place from October to April.[10]

The Internal Operations performs auxiliary services to augment and support the Growing Operations, including the processing of purchased tobaccos until the same become finished products for sale to customers. Just like the Growing Operations, the activities in the Internal Operations are seasonal. The Internal Operations is subdivided into the following processes: (a) Green Leaf and Logistic (**GLL**); (b) Tobacco Buying; (c) Tobacco Receiving; (d) Tobacco Processing; (e) Finished Goods Transfer; and (f) Tobacco Shipments. The bulk of the work of the Internal Operations mostly takes place during the months of April to December. Also included in the Internal Operations are the Traffic Management Group (**TMG**) and the Engineering Group.[11]

ULPI and Uy admitted that Rivera et al. were hired as forklift operators, truck drivers, helpers, backhoe and pay loader operators, plumbers, pump tenders, and utility workers for ULPI's Internal Operations, and were assigned to the GLL, Engineering, TMG and Finished Goods Departments. The forklift operators assigned to the GLL to assist in the hauling and distribution of farming resources at the company's warehouse, which are then distributed to the farmers. The peak months of the GLL are from April to September. Once the harvested tobacco leaves are ready for processing, these are hauled to the Production Department. The forklift operators assigned to the Production Department then assist in hauling large volumes of tobacco leaves to be processed in the company's factory.[12]

After the tobacco leaves are processed, the Finished Goods Department assists in the management and administration of the finished products. The forklift operators assigned in that department assist in hauling and transporting the products from the factory to the satellite warehouse up to their shipping point. The peak months for the transfer of the finished goods are from July to November, while the peak months for their shipment are from August to November.[13]

Meanwhile, assigned to the TMG are the truck drivers and helpers. The lean months for the operations of the small trucks are from July to September,

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10 *Id.* at 74.
11 *Id.* at 74–75.
12 *Id.* at 75.
13 *Id.*

while the lean months for the operations of the big trucks are from January to March. Assigned to the Engineering Group are the pay loaders and backhoe operators, drivers, pump tenders, and utility workers whose work therein are also seasonal in nature.[14]

ULPI and Uy argued that Rivera et al. are regular seasonal employees of ULPI. To properly document their seasonal employment, Rivera et al. each executed a seasonal employment contract with ULPI and acknowledged the nature of their employment and the company's prerogative in scheduling their hiring and layoff dates. Once the peak months of the Internal Operations processes, where Rivera et al. were assigned, cease, and the volume of production significantly diminishes, ULPI would lay them off by issuing an Office Order for Layoff. Once the peak months approach and the need to rehire workers temporarily laid off arises, ULPI would issue Office Orders for Recall, directing Rivera et al. to return to work on a certain date. Those employees who fail to report on their specified date of rehiring without just and valid reason may be administratively charged and terminated from their employment.[15]

During their temporary layoff, Rivera et al. did not receive compensation or benefits from ULPI, consistent with the "no-work, no-pay" principle. As regular seasonal employees, Rivera et al. also received basic daily salaries more than the mandated minimum wage in the region plus cost-of-living allowance, overtime pay for work rendered beyond eight hours, service incentive leave pay and pro-rated 13th month pay. They also enjoyed security of tenure and may only be terminated for just and authorized causes. Further, ULPI and Uy argued that the temporary lay-off of Rivera et al. is not arbitrary. The seasonal processes of the Internal Operations, affected by the agricultural cycles, warrant the seasonabilty of their employment. As such, the allegations of illegal lay-off are without any legal basis.[16]

The Ruling of the Labor Arbiter

In the Decision, dated June 21, 2019, the Labor Arbiter dismissed Rivera et al.'s Complaints for want of merit.[17]

The Labor Arbiter noted that, based on the documents on record and by reason of the nature of ULPI's business, the business operations of the latter depend on climate and weather conditions. There would be lean and peak

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14 *Id.* at 75–76.
15 *Id.* at 76.
16 *Id.* at 76–77.
17 *Id.* at 77.

months in the tobacco industry which necessitate the hiring of employees on a seasonal basis.[18] Rivera et al. were also aware of the nature of their engagement as seasonal workers, based on their employment contract and admissions in their *Pinag-Samang Sinumpaang Salaysay*.[19]

The Labor Arbiter further ruled that Rivera et al. belong to a group known as "regular seasonal employees," who are temporarily laid off during the lean season but rehired every working season. Despite the length of their service or the necessity and desirability of the functions they perform, their work remains seasonal. When their services are not required, they are considered on leave until re-employed. Their employment is not severed but only suspended.[20]

Since the illegal lay-offs claimed by Rivera et al. pertained to the periods when they were temporarily laid off but later rehired when the season required, the Labor Arbiter dismissed their claim of illegal dismissal. The money claims were also denied as ULPI submitted documentary proof that Rivera et al. were duly paid their correct wages and benefits.[21]

The Labor Arbiter also denied the claim for allowances as the additional benefits given to the regular employees of ULPI is a matter of management prerogative to which Rivera et al. have no inherent right vested by law.[22]

The Ruling of the NLRC

On appeal, the NLRC sustained the findings of the Labor Arbiter. The dispositive portion of the NLRC Decision, dated November 27, 2019, reads:

> WHEREFORE, premises considered, complainants' appeal is DISMISSED for lack of merit. Labor Arbiter Eduardo DJ Carpio's Decision dated June 21, 2019 is AFFIRMED.
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> SO ORDERED.[23]

The NLRC cited the case of *Paz v. Northern Tobacco Redrying Co., Inc.*,[24] where the Court recognized the status of regular seasonal employees in the tobacco industry. Such employees, who are called to work from time to

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18 *Id.*
19 *Id.*
20 *Id.*
21 *Id.*
22 *Id.* at 78.
23 *Id.*
24 754 Phil. 251, 264 (2015) [Per J. Leonen, Second Division].

time and temporarily laid off during off-season, are not deemed separated from service during said period, but are merely considered on leave until they are rehired.[25]

Additionally, based on the allegations and documents they presented, Rivera et al. were fully aware that they were engaged by ULPI on a seasonal basis. There were lean and peak seasons with respect to the duration and scope of their respective work assignments, and they would be scheduled for temporary lay-off for one to three months during lean seasons and recalled to work during peak seasons with respect to their assigned work.[26] They are considered regular seasonal employees of the company as they performed services necessary and desirable to ULPI for years, even if they were subject to temporary lay-off during lean seasons.[27]

The NLRC did not give credence to the job vacancy advertisement submitted by Rivera et al. to prove that ULPI actually hired new employees to replace them during the lean season. No substantial evidence was presented to prove the allegation that ULPI hired new workers during off season, or that Rivera et al. needed to apply as new employees after each lay-off. In fact, ULPI emphasized that Rivera et al. enjoyed security of tenure and may only be terminated for just or authorized causes.[28]

In denying Rivera et al.'s claim for backwages and money claims, the NLRC noted that the records failed to show that they were permanently severed from employment. They were not dismissed but only considered on leave during the lean season until they are recalled back to work by ULPI.[29]

Finally, the NLRC noted that Rivera et al. failed to specifically deny ULPI's averment that they received basic daily salaries more than the minimum wage in the region, plus cost-of-living allowance, overtime pay, service incentive leave and pro-rated 13th month pay, or to present any applicable contract, law, company policy or established company practice obligating ULPI to grant them the benefits given to regular employees.[30]

In its Resolution, dated March 13, 2020, the NLRC denied Rivera et al.'s Motion for Reconsideration for lack of merit.[31]

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25 *Rollo*, p. 78.
26 *Id.*
27 *Id.* at 78–79.
28 *Id.* at 79.
29 *Id.*
30 *Id.* at 79–80.
31 *Id.* at 80.

The Ruling of the CA

In its September 19, 2023 Decision, the CA dismissed Rivera et al.'s Petition for *Certiorari* and affirmed the NLRC Decision.[32]

In labor cases, grave abuse of discretion may be ascribed to the NLRC when its findings and conclusions are not supported by substantial evidence. Conversely, if the ruling of the NLRC has basis in evidence and the applicable law and jurisprudence, no grave abuse of discretion exists, and the petition for *certiorari* must accordingly be dismissed.[33] Applying this principle, the CA ruled that the NLRC did not gravely abuse its discretion in sustaining the findings of the Labor Arbiter that Rivera et al. were regular seasonal employees, and in dismissing their claim for illegal lay-off.[34]

The CA conducted an evaluation of the evidence reflecting ULPI's work processes and their corresponding peak months.[35] It found that the processes employed in the production of tobacco products span several months in a year, are performed in separate locations, and overlap with one another. Logically, to maintain the needed number of employees to efficiently run the operations, ULPI had to assign Rivera et al. for each process during each department's operations, and temporarily lay them off on a staggered basis until there is no available work in other departments. This circumstance negates Rivera et al.'s claim that they usually rendered work beyond the tobacco season because, understandably, there are departments where some of them would be assigned to carry out processes beyond the tobacco planting or growing season (e.g., tobacco processing and delivery of finished goods). ULPI emphasized that the tobacco season is not limited to planting or harvesting alone, but includes the processing and delivery of raw tobacco to the farms. The different departments to which Rivera et al. were assigned had varying peak months, which also explains the non-uniform schedule of their lay-offs.[36]

More importantly, aside from their admissions in their *Pinag-Samang Sinumpaang Salaysay*, the Seasonal Employment Agreements freely entered into and signed by Rivera et al. clearly show that they were duly informed of their engagement as seasonal workers at the time of their engagement. Their employment contracts clearly stipulated that "[the] Agreement honors the original hiring date of the Employee as a Seasonal Employee starting (date provided)" and "[t]he Company will hire the Employee as a seasonal

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32 *Id.* at 80.
33 *Buenaflor v. Stolt-Nielsen Philippines*, 923 Phil. 790, 800 (2022) [Per J. Kho, Second Division].
34 *Rollo*, p. 81.
35 *Id.* at 84.
36 *Id.* at 85.

employee during the season of work performed in relation to the conduct of business of the Company such as during tobacco processing season only or other works related to processing of tobacco product of the Company."[37] The CA emphasized that the employment contract is evidence that the employee was informed of the duration and scope of their work and status of employment.[38] The records lack any showing that Rivera et al. were coerced or pressured by ULPI when they signed their employment contracts, or that they deny the genuineness or due execution thereof.[39]

Finally, the CA held that the Seasonal Employees Recall to Work Notice and Seasonal Employees Temporary Layoff to Work Notice during the start and end of the tobacco season, respectively, are conclusive evidence that Rivera et al. were being temporarily laid off without loss of their employment, consistent with their status as seasonal employees.[40] According to the CA, Rivera et al.'s failure to present evidence that they were separated from service after their last lay-off is fatal to their claim that they were illegally laid-off. They were duly served with the aforementioned notices, thus negating their claim.[41]

As it was established that Rivera et al. were regular seasonal employees of ULPI, their claim for allowances and benefits given to regular employees was denied.[42] Similarly, since they failed to prove that they were illegally dismissed, the CA affirmed the labor tribunals' denial of their claims for moral and exemplary damages and attorney's fees.[43]

The Motion for Reconsideration filed by Rivera et al. was denied for being a mere rehash of the arguments passed upon in the CA Decision.[44]

Aggrieved, Rivera et al. filed the present Petition where they reiterate their claims that (1) they are regular employees of ULPI; (2) they are entitled to the benefits given to the regular employees of ULPI; and (3) they were illegally laid-off and are thus entitled to backwages, moral and exemplary damages, and attorney's fees.[45]

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37 *Id.* at 85–86.
38 *Id.* at 86.
39 *Id.*
40 *Id.* at 87–88.
41 *Id.* at 88.
42 *Id.*
43 *Id.* at 89.
44 *Id.* at 94–95.
45 *Id.* at 55.

The Issues

Did the CA err in upholding the findings of the Labor Arbiter and the NLRC that Rivera et al. are regular seasonal employees of ULPI?

Did the CA err in upholding the Labor Arbiter and the NLRC's denial of Rivera et al.'s money claims grounded on their claim of illegal dismissal?

The Ruling of the Court

The Petition is without merit.

The Court notes that while Rivera et al. filed a Petition for Review on *Certiorari* under Rule 45, they primarily allege grave abuse of discretion by the CA in affirming the decisions of the labor tribunals.[46] More, the issues raised in their Petition are a mere rehash of those previously raised in their CA appeal.[47] These issues, which are factual and, therefore, not proper under Rule 45,[48] were thoroughly addressed and resolved in the CA Decision.

This Court is not a trier of facts.[49] It is not its function to weigh all over again the evidence already considered by the lower tribunals.[50] Specifically, in labor cases, the Court's role is limited to the review of the CA's disposition of the Rule 65 Petition presented before it. Thus, the Court is only tasked to examine whether the CA correctly determined the presence or absence of grave abuse of discretion on the part of the NLRC in rendering its decision.[51]

While there are exceptions to this rule, they must be specifically alleged, substantiated, and proven by the party invoking them, so this Court may review the facts of the case:[52]

> [T]he general rule for petitions filed under Rule 45 admits exceptions. *Medina v. Mayor Asistio, Jr.* lists down the recognized exceptions:
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> (1) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures; (2) When the inference made is

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46 *Id.* at 36.
47 *Id.* at 80.
48 *Gatan v. Vinarao*, 820 Phil. 257, 265 (2017) [Per J. Leonardo-De Castro, First Division].
49 *Quitoriano v. Department of Agrarian Reform Adjudication Board (DARAB), et al.*, 571 Phil. 331, 341–342 (2008) [Per J. Chico-Nazario, Third Division].
50 *Express Investments III Private, Ltd. v. Bayantel, Inc.*, 700 Phil. 225, 270 (2012) [Per J. Villarama, Jr., First Division].
51 *Brazil v. STI Education Service Group, Inc.*, 843 Phil. 828, 841 (2018) [Per J. Tijam, First Division].
52 *Pascual v. Burgos, et al.*, 776 Phil. 167, 169 (2016) [Per J. Leonen, Second Division].

> manifestly mistaken, absurd or impossible; (3) Where there is a grave abuse of discretion; (4) When the judgment is based on a misapprehension of facts; (5) When the findings of fact are conflicting; (6) When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (7) The findings of the Court of Appeals are contrary to those of the trial court; (8) When the findings of fact are conclusions without citation of specific evidence on which they are based; (9) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents; and (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record."[53] (Citations omitted)

None of these exceptions were raised by Rivera et al. or are present in this case. On these grounds alone, the Petition should be dismissed.

In any event, the Petition failed to sufficiently show any reversible error in the CA Decision as to warrant the exercise of the Court's discretionary appellate jurisdiction.

Rivera et al. are regular seasonal employees

In *Paz,* referenced by the NLRC,[54] the Court identified three types of employees under Article 280 (now 295)[55] of the Labor Code: (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 or where the work or service to be performed is seasonal in nature and the employment is for the duration of the season; and (3) casual employees, or those who are neither regular nor project employees.[56] Thus, under Article 295, seasonal

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53 *Sps. Miano v. Manila Electric Company*, 800 Phil. 118, 123 (2016) [Per J. Leonen, Second Division].

54 *Rollo*, p. 78.

55 Article 295. [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 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.

56 *Paz v. Northern Tobacco Redrying Co., Inc.*, 754 Phil. 251, 264 (2015) [Per J. Leonen, Second Division].

employees are those whose work or engagement is seasonal in nature and the employment is only for the duration of the season.

Seasonal employment becomes "regular seasonal employment" when the employees are repeatedly engaged to work on a recurring basis.[57] In *Abasolo v. NLRC*,[58] the workers were deemed regular seasonal employees because they performed work necessary and indispensable to the employer's business for more than 20 years, notwithstanding that their services were rendered only during the tobacco season. The Court explained:

> 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 business or trade 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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> Thus, the nature of one's employment does not depend solely on the will or word of the employer. Nor on the procedure for hiring and the manner of designating the employee, but on the nature of the activities to be performed by the employee, considering the employer's nature of business and the duration and scope of work to be done.
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> *In the case at bar, while it may appear that the work of petitioners is seasonal, inasmuch as petitioners have served the company for many years, some for over 20 years, performing services necessary and indispensable to La Union Tobacco Redrying Corporation (LUTORCO)'s business, serve as badges of regular employment. Moreover, the fact that petitioners do not work continuously for one whole year but only for the duration of the tobacco 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 are merely considered on leave until re-employed.*
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> Private respondent's reliance on the case of *Mercado v. NLRC* is misplaced considering that since in said case of *Mercado*, although the respondent company therein consistently availed of the services of the petitioners therein from year to year, it was clear that petitioners therein were not in respondent company's regular employ. Petitioners therein performed different phases of agricultural work in a given year. However,

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57 *Hacienda Cataywa v. Lorezo*, 756 Phil. 263, 273 (2015) [Per J. Peralta, Third Division].

58 400 Phil. 86 (2000) [Per J. De Leon, Jr., Second Division].

> during that period, they were free to contract their services to work for other farm owners, as in fact they did. Thus, the Court ruled in that case that their employment would naturally end upon the completion of each project or phase of farm work for which they have been contracted.[59] (Emphasis supplied, citations omitted)

Likewise, in *Hacienda Fatima v. National Federation of Sugarcane Workers-Food and General Trade*,[60] the sugarcane workers were deemed regular seasonal employees, having consistently performed the same tasks every season over several years:

> [T]he CA did not err when it ruled that *Mercado v. NLRC* 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.
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> *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.[61] (Emphasis supplied, citations omitted)

In contrast, workers hired for only a single season remain classified as seasonal employees.[62] Regular seasonal employees are not deemed permanently separated from service during the off season or lean season; rather, they are temporarily laid off or placed on leave until they are rehired:

> [W]hen the "seasonal" workers are continuously and repeatedly hired to perform the same tasks or activities for several seasons or even after the cessation of the season, this length of time may likewise serve as badge of regular employment. *In fact, even though denominated as "seasonal workers," if these workers are called to work from time to time and are only temporarily laid off during the off-season, the law does not consider them separated from the service during the off-season period. The law simply considers these seasonal workers on leave until re-employed.*
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59 *Id.* at 103–104.
60 444 Phil. 587 (2003) [Per J. Panganiban, Third Division].
61 *Id.* at 597.
62 *Id.* at 596.

> *Be this as it may, regular seasonal employees, like the respondents in this case, should not be confused with the regular employees of the sugar mill such as the administrative or office personnel who perform their tasks for the entire year regardless of the season.*[63] (Emphasis supplied)

In this case, Rivera et al. assert that they should be deemed regular employees of ULPI. After all, they have been continuously employed by ULPI for various periods over many years.[64] They argue that their jobs as forklift operators, carpenters, sweepers, payloaders, and backhoe operators are not seasonal in nature because they were laid off on a non-uniform schedule or on a staggered basis, such that only a few of them were laid off at the same time, while some are not, to ensure that ULPI's operations were not disrupted.[65]

However, as the CA highlighted, the production of tobacco products involves multiple processes that extend over several months, occurring in different locations and overlapping with one another. To ensure smooth and efficient operations, ULPI logically had to allocate Rivera et al. to various processes as each department became active and temporarily laid them off in a staggered manner when work was unavailable in other departments.[66] It is reasonable to expect that certain departments required work beyond the planting and harvesting period, such as tobacco processing and the delivery of finished products. As ULPI emphasized, the tobacco season is not limited to planting and harvesting, but includes the processing and transportation of raw tobacco to farms. Given that the departments where Rivera et al. were assigned had different peak periods, this also explains the varying schedules of their temporary layoffs.[67]

That they were hired for various periods over several years also does not negate their status as regular seasonal employees. In *Abasolo*,[68] the workers of La Union Tobacco Redrying Corporation were considered as regular seasonal employees albeit they performed services necessary and indispensable to the business for over 20 years, since their work was only during tobacco seasons.[69]

The Court further agrees with the CA that Rivera et al.'s admissions in their *Pinag-Samang Sinumpaang Salaysay,* as well as the stipulations of the Seasonal Employment Agreements they freely signed, show that they were

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63 *Universal Robina Sugar v. Acibo*, 724 Phil. 489, 502–505 (2014) [Per J. Brion, Second Division].
64 *Rollo*, p. 38.
65 *Id.* at 40.
66 *Id.* at 85.
67 *Id.*
68 400 Phil. 86 (2000) [Per J. De Leon, Second Division].
69 *Id.* at 100.

properly informed of their engagement as seasonal workers at the time of such engagement.[70]

All told, Rivera et al. failed to support their claim that they should be considered as regular employees of ULPI, by substantial evidence. The Court has no reason to disturb the Labor Arbiter and the NLRC's uniform finding, affirmed by the CA, as to the nature of Rivera et al.'s employment.

Rivera et al. were not illegally laid-off

As to their claim of illegal dismissal, the Court agrees with the CA that the Seasonal Employees Recall to Work Notice and Seasonal Employees Temporary Layoff to Work Notice given during the start and end of the tobacco season, respectively, are conclusive evidence that Rivera et al. were considered on leave and did not lose their employment, consistent with their status as regular seasonal employees.[71] Their failure to present evidence that they were completely separated from service after their last temporary lay-off negates their claim that they were illegally dismissed by ULPI.[72] They did not show that they were required to re-apply for employment in order to resume their work at ULPI. All they had to do was to report on their dates of rehiring, as specified in the Office Orders for Recall.[73] ULPI itself recognized that Rivera et al. have security of tenure, whose employment may not be terminated, except for just or authorized causes.[74]

As a consequence of these findings, Rivera et al.'s claims for allowances and benefits granted to regular employees, as well as their demands for moral and exemplary damages, and attorney's fees, premised on their assertion of illegal dismissal, must be denied. The NLRC, in affirming the Labor Arbiter's findings, did not gravely abuse its discretion, as its conclusions are supported by substantial evidence and are consistent with prevailing jurisprudence. Accordingly, the CA did not err in dismissing Rivera et al.'s Petition for *Certiorari* and affirming the labor tribunals' findings.

FOR THESE REASONS, the Petition for Review on *Certiorari* is **DENIED**. The Decision, dated September 19, 2023, and the Resolution, dated

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70 *Rollo*, p. 85.
71 *Id.* at 87.
72 *Id.* at 88.
73 *Id.* at 76.
74 *Id.* at 87.

February 6, 2024, of the Court of Appeals in CA-G.R. SP No. 166822, are **AFFIRMED**.

SO ORDERED.

MARIA FILOMENA D. SINGH
Associate Justice

WE CONCUR:

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

HENRI JEAN PAUL B. INTING
Associate Justice

SAMUEL H. GAERLAN
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice