

SECOND DIVISION

G.R. No. 264439 – RAMON O. SAMPANA, Petitioner, v. THE MARITIME TRAINING CENTER OF THE PHILIPPINES, CAPTAIN ALEJANDRO C. AQUINO, JR., AND NORMANDY E. GUALBERTO, Respondents.

Promulgated:

FEB 26 2024

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CONCURRING OPINION

LEONEN, J.:

I agree with the *ponencia* that petitioner is a regular employee under a fixed-term contract of employment. As elucidated in *Fuji Television Network, Inc. v. Espiritu*,¹

Arlene's contract indicating a fixed term did not automatically mean that she could never be a regular employee. This is precisely what Article 280 seeks to avoid. The ruling in *Brent* remains as the exception rather than the general rule.

Further, an employee can be a regular employee with a fixed-term contract. The law does not preclude the possibility that a regular employee may opt to have a fixed-term contract for valid reasons.²

Applying *Fuji*, the successive renewals of 17 contracts, which were first denominated as "Consultancy Agreements" and later, "Employment with a Fixed Term"³ from 2011 to 2016 show that petitioner's services as instructor were necessary and desirable in respondent Maritime Training Center's line of business.

I add that since petitioner's status as a regular employee retroacts to March 21, 2011,⁴ he fulfilled the five-year requirement to be entitled to optional retirement. Unfortunately, respondents refused to grant him the benefit of optional retirement and chose to dismiss him in the form of non-renewal of contract.⁵

It was further discussed in *Fuji* that,

¹ 749 Phil. 388 (2014) [Per J. Leonen, Second Division].

² *Id.* at 439.

³ *Ponencia*, p. 10.

⁴ *Id.* at 17.

⁵ *Id.* at 15-16.

In contracts of employment, the employer and the employee are not on equal footing. Thus, it is subject to regulatory review by the labor tribunals and courts of law. The law serves to equalize the unequal. The labor force is a special class that is constitutionally protected because of the inequality between capital and labor. This presupposes that the labor force is weak.

However, the level of protection to labor should vary from case to case; otherwise, the state might appear to be too paternalistic in affording protection to labor.

.....


The level of protection to labor must be determined on the basis of the nature of the work, qualifications of the employee, *and other relevant circumstances*.⁶ (Emphasis supplied, citations omitted)

It would seem like petitioner could have bargained with respondents since he was working as an instructor of seafarers. He had a certain level of competency. However, the facts of the case would show otherwise. Petitioner was at the mercy of respondents.

First, he was given fixed-term contracts of employment which were clearly used to preclude security of tenure. Second, he was denied his right to avail of optional retirement. Petitioner wrote to respondents twice, expressing his intent to avail of optional retirement, but it appears that respondents did not answer his queries. Shortly after, he was illegally dismissed. Clearly, petitioner suffered several violations of his rights as an employee. This is precisely the power imbalance between employers and employees that the law seeks to correct. For these, he should have been awarded damages in addition to backwages, retirement benefits, and attorney's fees.

The right to security of tenure is enshrined in our Constitution.⁷ Thus, contracts of employment will always be reviewed with a high degree of scrutiny by the Court.

ACCORDINGLY, I vote to GRANT the Petition.



MARVIC M.V.F. LEONEN
Senior Associate Justice

⁶ *Fuji Television Network, Inc. v. Espiritu*, 749 Phil. 388, 428-429 (2014) [Per J. Leonen, Second Division].

⁷ CONST. art. XIII, sec. 3.