



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated March 28, 2022, which reads as follows:*

**“G.R. No. 241727 (VANESSA M. MANINGAS, *petitioner* v. CITIGROUP BUSINESS PROCESS SOLUTIONS, THERESA PINGKIAN, and DONNA DE SANTOS, *respondents*).** — Probationary employees are entitled to security of tenure. Upon engagement, employers must inform probationary employees of the predetermined reasonable standards for regularization. Failure to do so would deem the employee on probation as a regular employee.

This Court resolves the Petition for Review on Certiorari<sup>1</sup> filed by Vanessa M. Maningas (Maningas), assailing the Court of Appeals’ Decision<sup>2</sup> and Resolution,<sup>3</sup> which affirmed the National Labor Relations Commission’s<sup>4</sup> dismissal of her complaint for illegal dismissal, discrimination, reinstatement, payment of backwages, non-payment of wages, 13<sup>th</sup> month pay, maternity benefits, moral and exemplary damages, and attorney’s fees.

Citigroup Business Process Solutions, Pte. Ltd. (Citigroup) is a foreign corporation licensed to do business in the Philippines. Maria Theresa

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<sup>1</sup> *Rollo*, pp. 3–32.

<sup>2</sup> *Id.* at 34–47. The May 23, 2018 Decision in CA-G.R. SP No. 141032 was penned by Associate Justice Marie Christine Azcarraga-Jacob, with the concurrence of Associate Justices Samuel H. Gaerlan and Ramon Paul L. Hernando (now members of this Court) of the Special Eighth Division, Court of Appeals, Manila.

<sup>3</sup> *Id.* at 49–50. The August 28, 2018 Resolution in CA-G.R. SP No. 141032 was penned by Associate Justice Marie Christine Azcarraga-Jacob, with the concurrence of Associate Justices Samuel H. Gaerlan and Ramon Paul L. Hernando (now members of this Court) of the Former Special Eighth Division, Court of Appeals, Manila.

<sup>4</sup> *Id.* at 319–330. The February 27, 2015 Decision in NLRC LAC No. 11-002938-14 and NLRC NCR Case No. 10-13855-13 was penned by Presiding Commissioner Joseph Gerard E. Mabilog with the concurrence of Commissioners Isabel G. Panganiban-Ortiguerra and Nieves E. Vivar-De Castro of the Sixth Division of the National Labor Relations Commission, Quezon City.

Pingkian (Pingkian) is Citigroup's Head of Human Resources, and Donna De Santos (De Santos) is an officer of Citibank, N.A.<sup>5</sup>

On April 1, 2013, Citigroup hired Maningas as a sourcing manager on probation.<sup>6</sup> Its February 22, 2013 Letter of Engagement with Maningas partially stated:

You will undergo a probationary period of employment for a period of six (6) months or 180 days beginning from your first day of employment. During this period your performance will be evaluated, and if the same is found to be satisfactory, you shall be conferred regular status of employment with the rank of Assistant Vice President, C12 at the end of the probationary period.

If the nature of your job requires you to attain certain certifications to allow you to perform your functions, your successful completion of these requirements within prescribed timeliness is indispensable for employment regularization.<sup>7</sup>

The job description of a sourcing manager specified that Maningas was tasked:

(a) to oversee day-to-day management of pre-screen processes such as sourcing, phone screening, initial interview and exam administration that will ensure achievement of Talent Acquisition's goals: fill rate, graduation rate[,] and excellent recruitment experience; and

(b) develop sourcing/branding strategies to attract talent, sustain and expand quality pool and support initiatives of HR operations and business heads [and/or] program heads in retaining talents.<sup>8</sup>

On her first day at work on April 1, 2013, Maningas met with her immediate supervisor, Pingkian, who discussed her key responsibilities. According to Citigroup, she was apprised that a satisfactory performance and attainment of Citigroup's hiring targets shall be the basis for her regularization. As the sourcing manager, she had to map out a strategy to achieve the targets. These goals were later attached in an e-mail sent to Maningas on April 2, 2013, which she acknowledged on the same day.<sup>9</sup> The e-mail likewise enclosed the Citigroup's Human Resources Induction Material and an excel file of the Human Resources' goals and sourcing dashboard extracted from the former.<sup>10</sup>

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<sup>5</sup> Id. at 35.

<sup>6</sup> Id. at 36.

<sup>7</sup> Id.

<sup>8</sup> Id.

<sup>9</sup> Id.

<sup>10</sup> Id. at 37.

On April 5, 2013, Maningas emailed her team and Pingkian a Sample Sourcing Plan and a Comprehensive Sourcing Plan for the month. She later supplied Pingkian a copy of her Comprehensive Sourcing Plans for May and June, and consolidated plans for the third and fourth quarters of the year.<sup>11</sup>

Sometime in June 2013, Maningas's performance was evaluated. The report stated:

Van has been with the company for 3 months ([A]pril 1 to end June 2013) as a probationary employee. It is typical for a new hire to have her adjustment period. Van went through a structured OJC plan for a full month in April that provided her overview and understanding of CBPS and Country Talent Acquisition policies, procedures and historical background, performance, and engagement model with the business and country HR. **Van provided suggestions and inputs for sourcing and worked with Hazel and Jay in coming up with the ideas and overseeing delivery and execution. Van was successful in increasing call out/invite targets for sourcing and associates and increasing leads through better utilization of Jobstreet features and postings, engaging applicants with the ARP promos, and implementing agreed upon sourcing activations.** Van needs to ensure focus and attention in the following key areas: (1) executing according to policies/procedures as she is better equipped with engagement meeting with Procurement to ensure we comply with company policies related to vendor accreditation and relationship management) complete with appropriate and relevant documentation and managing risks, (2) timeliness of execution and delivery against agreed upon plans and timeliness, (3) attention to details, accuracy of numbers/data/reports and having sound rationale behind strategies/plans to ensure targeted efforts and greater yield with optimal investments; (4) follow through to completion of agreed action plans, and (5) ensuring on-the-ground leadership for the sourcing team and strong collaboration with rec operations team and business partners."<sup>12</sup> (Emphasis in the original)

On August 2, 2013, Maningas was given an Individual Goal Sheet.<sup>13</sup> On August 29, 2013, Pingkian emailed Maningas regarding the failure to meet the company's hiring targets as reflected in the Human Resources Department's report.<sup>14</sup>

On September 19, 2013, Citigroup, through Pingkian, sent a notice of termination to Maningas, effective the following day. The notice stated that Maningas "did not meet the required standards of her probation despite the support provided to her."<sup>15</sup>

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<sup>11</sup> Id.

<sup>12</sup> Id. at 7-8.

<sup>13</sup> Id. at 37.

<sup>14</sup> Id.

<sup>15</sup> Id.

Thus, on October 11, 2013, Maningas filed a Complaint for illegal dismissal, discrimination, reinstatement, payment of backwages, non-payment of wages, 13<sup>th</sup> month pay, maternity benefits, moral and exemplary damages, and attorney's fees<sup>16</sup> against Citigroup, Pingkian, and De Santos before the Labor Arbiter.<sup>17</sup>

Labor Arbiter Vivian H. Magsino-Gonzalez (Arbiter Magsino-Gonzalez) rendered her October 17, 2014 Decision,<sup>18</sup> ruling in favor of Citigroup. Arbiter Magsino-Gonzalez found that Maningas was validly terminated for failing to meet the reasonable standards made known to her prior to, and during her employment.<sup>19</sup>

The dispositive portion of Arbiter Magsino-Gonzalez's Decision reads:

**WHEREFORE**, in view of the foregoing, the complaint is dismissed for lack of merit.

**SO ORDERED.**<sup>20</sup> (Emphasis in the original)

On appeal, the National Labor Relations Commission affirmed Arbiter Magsino-Gonzalez's ruling in its February 27, 2015 Decision.<sup>21</sup>

The Commission found that Maningas fully understood the goals and hiring targets that Citigroup set. However, she failed to satisfy the quantitative and qualitative standards for her regularization. Thus, Citigroup was justified in terminating her.<sup>22</sup>

The dispositive portion of the Commission's Decision reads:

**WHEREFORE**, premises considered, judgment is hereby rendered **DISMISSING** the appeal for lack of merit. The Decision of Labor Arbiter Vivian H. Magsino-Gonzalez dated October 17, 2014 is **AFFIRMED**.

**SO ORDERED.**<sup>23</sup> (Emphasis in the original)

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<sup>16</sup> Id.

<sup>17</sup> Id. at 228.

<sup>18</sup> Id. at 228–233. The Decision was penned by Labor Arbiter Vivian H. Magsino-Gonzalez of the National Labor Relations Commission, Quezon City.

<sup>19</sup> Id. at 233.

<sup>20</sup> Id.

<sup>21</sup> Id. at 319–330.

<sup>22</sup> Id. at 327–328.

<sup>23</sup> Id. at 329.

On April 27, 2015, the Commission issued a Resolution<sup>24</sup> denying Maningas's Motion for Reconsideration for lack of merit.

Maningas then filed a Petition for Certiorari<sup>25</sup> before the Court of Appeals.

The Court of Appeals denied the Petition in its May 23, 2018 Decision.<sup>26</sup> It affirmed the finding that Citigroup hired Maningas on probationary status and sufficiently informed her of the duties and responsibilities of a sourcing manager. It held that employers need not strictly comply with the requirement of immediately informing a probationary employee of the regularization standards. It then concluded that the totality of evidence showed that Maningas was well aware that her regularization depended on the fulfillment of the requirements of her position, and failure to do so would give cause for Citigroup to terminate her. However, Maningas failed to satisfy the standards that Citigroup set for her regularization.<sup>27</sup>

The dispositive portion of the Court of Appeals' Decision reads:

**WHEREFORE**, premises considered, the instant petition for *certiorari* is hereby **DENIED**.

Accordingly, the assailed *Decision dated 27 February 2015* and *Resolution dated 27 April 2015* of the National Labor Relations Commission (NLRC), affirming the *17 October 2014 Decision* of the Labor Arbiter are hereby **AFFIRMED**.

**SO ORDERED.**<sup>28</sup> (Emphasis in the original)

Maningas moved for reconsideration, but it was denied in the Court of Appeals' August 28, 2018 Resolution.<sup>29</sup>

On September 18, 2018, Maningas filed this Petition for Review on Certiorari.<sup>30</sup>

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<sup>24</sup> Id. at 362–363. The Resolution was penned by Presiding Commissioner Joseph Gerard E. Mabilog with the concurrence of Commissioners Isabel G. Panganiban-Ortiguerra and Nieves E. Vivar-De Castro of the Sixth Division of the National Labor Relations Commission.

<sup>25</sup> Id. at 365–405.

<sup>26</sup> Id. at 34–47.

<sup>27</sup> Id. at 41–43.

<sup>28</sup> Id. at 46.

<sup>29</sup> Id. at 49–50.

<sup>30</sup> Id. at 3–32.

In a November 26, 2018 Resolution,<sup>31</sup> this Court required respondents Citigroup, Pingkian, and De Santos (collectively, respondents) to comment on the Petition. They initially moved for extension of time to file their comment twice,<sup>32</sup> and later filed their Comment.<sup>33</sup>

Petitioner filed her Motion to Admit Reply,<sup>34</sup> along with the attached Reply,<sup>35</sup> which this Court noted and granted in its April 3, 2019 Resolution.<sup>36</sup>

Petitioner argues that the Court of Appeals erred in ruling that there was no grave abuse of discretion when the National Labor Relations Commission ruled that her termination was valid despite respondents' failure to inform her of the specific standards on which her regularization was contingent.<sup>37</sup>

Petitioner insists that the job description and the sourcing dashboard did not contain the reasonable standards that the law requires the employer to communicate to the employee.<sup>38</sup> She contends that the sourcing dashboard was a set of targets for respondent Citigroup's entire sourcing team, which may not be the basis for each member's individual performance.<sup>39</sup> She narrates that four months into the engagement, respondents furnished her an Individual Goal Sheet as the sourcing dashboard was insufficient. Nevertheless, the Individual Goal Sheet set an unreasonable standard for petitioner's regularization, considering that it was conveyed to her with only a month left in her probationary period.<sup>40</sup>

Additionally, petitioner claims that respondents Pingkian and de Santos unilaterally changed the goals originally set, and that these changes were retroactively applied.<sup>41</sup> According to petitioner, allowing employers to unilaterally modify the standards unduly subjects the employees' regularization to the former's whims.<sup>42</sup>

Petitioner also alleges that respondents' unlawful acts intended to deprive her of maternity benefits available to regular employees as she was pregnant during her probation.<sup>43</sup>

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<sup>31</sup> Id. at 538–539.

<sup>32</sup> Id. at 540–546, 550–553.

<sup>33</sup> Id. at 558–587.

<sup>34</sup> Id. at 698–700.

<sup>35</sup> Id. at 703–723.

<sup>36</sup> Id. at 726.

<sup>37</sup> Id. at 13.

<sup>38</sup> Id. at 15.

<sup>39</sup> Id. at 19.

<sup>40</sup> Id. at 20.

<sup>41</sup> Id.

<sup>42</sup> Id. at 21.

<sup>43</sup> Id. at 22.

Lastly, the job description relied on by the Court of Appeals providing that petitioner must be “comfortable with uncertainty, ambiguity, and constant change,”<sup>44</sup> if to be considered a standard, must be fixed and reasonable,<sup>45</sup> as held in *Sameer Overseas Placement Agency, Inc. v. Cabiles*.<sup>46</sup>

Respondents counter that the Petition raises questions of fact, which is not proper in a Rule 45 petition.<sup>47</sup> They stress that when substantial evidence support the findings of the courts below, these are conclusive upon this Court.<sup>48</sup> They allege that the job description and the sourcing dashboard that the petitioner received are sufficient standards for regularization.<sup>49</sup>

For this Court’s resolution is the issue of whether or not the Court of Appeals erred in affirming the National Labor Relations Commission’s Decision dismissing petitioner Vanessa M. Maningas’s complaint for illegal dismissal. Subsumed in this is determining whether or not petitioner was validly terminated as a probationary employee for failure to meet the standards that respondents Citigroup Business Process Solutions, Pte. Ltd., Maria Theresa Pingkian, and Donna De Santos set.

This Court grants the Petition and reverses the assailed Court of Appeals judgment. Petitioner Vanessa M. Maningas was illegally dismissed, and must be reinstated.

## I

Generally, a petition for review on certiorari must only raise questions of law, which do not require a reassessment of the evidence on record.<sup>50</sup> Granted, this Court admits of exceptions. However, these must be alleged, demonstrated, and proved that “the case clearly falls under the exceptions to the rule.”<sup>51</sup>

In any case, this Court “retains full discretion on whether to review the factual findings of the Court of Appeals.”<sup>52</sup>

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<sup>44</sup> Id.

<sup>45</sup> Id. at 23.

<sup>46</sup> 740 Phil. 403 (2014) [Per J. Leonen, En Banc].

<sup>47</sup> Rollo, p. 567

<sup>48</sup> Id. at 569–570.

<sup>49</sup> Id. at 574–575.

<sup>50</sup> See RULES OF COURT, Rule 45, sec. 1. See also *Goduco v. Court of Appeals*, 119 Phil. 531 (1964) [Per J. Paredes, En Banc].

<sup>51</sup> *Pascual v. Burgos*, 776 Phil. 167, 184 (2016) [Per J. Leonen, Second Division]. See *Medina v. Mayor Asistio, Jr.*, 269 Phil. 225 (1990) [Per J. Bidin, Third Division].

<sup>52</sup> *Pascual v. Burgos*, 776 Phil. 167, 169 (2016) [Per J. Leonen, Second Division].

Here, petitioner alleges that the courts below made inferences which were manifestly mistaken. She claims that the basis for their judgment was a misapprehension of facts.<sup>53</sup>

In labor cases, a petition for review on certiorari “can prosper only if the Court of Appeals . . . fails to correctly determine whether the National Labor Relations Commission committed grave abuse of discretion.”<sup>54</sup> *Manggagawa ng Komunikasyon sa Pilipinas v. Philippine Long Distance Telephone Company, Inc.*<sup>55</sup> instructs:

A court or tribunal is said to have acted with grave abuse of discretion when it capriciously acts or whimsically exercises judgment to be “equivalent to lack of jurisdiction.” Furthermore, the abuse of discretion must be so flagrant to amount to a refusal to perform a duty or to act as provided by law.

*Career Philippines Shipmanagement, Inc. v. Serna*, citing *Montoya v. Transmed*, provides the parameters of judicial review for a labor case under Rule 45:

As a rule, only questions of law may be raised in a Rule 45 petition. In one case, we discussed the particular parameters of a Rule 45 appeal from the CA’s Rule 65 decision on a labor case, as follows:

In a Rule 45 review, we consider the correctness of the assailed CA decision, in contrast with the review for jurisdictional error that we undertake under Rule 65. Furthermore, Rule 45 limits us to the review of questions of law raised against the assailed CA decision. In ruling for legal correctness, we have to view the CA decision in the same context that the petition for certiorari it ruled upon was presented to it; *we have to examine the CA decision from the prism of whether it correctly determined the presence or absence of grave abuse of discretion in the NLRC decision before it, not on the basis of whether the NLRC decision on the merits of the case was correct.* In other words, we have to be keenly aware that the CA undertook a Rule 65 review, not a review on appeal, of the NLRC decision challenged before it.

Justice Arturo D. Brion's dissent in *Abbot Laboratories, Philippines v. Alcaraz* thereafter laid down the guidelines to be followed in reviewing a petition for review under Rule 45:

<sup>53</sup> *Rollo*, pp. 710–711.

<sup>54</sup> *Philippine Airlines v. Dawal*, 781 Phil. 474, 500 (2016) [Per J. Leonen, Second Division].

<sup>55</sup> 809 Phil. 106 (2017) [Per J. Leonen, Second Division].

If the NLRC ruling has basis in the evidence and the applicable law and jurisprudence, then no grave abuse of discretion exists and the CA should so declare and, accordingly, *dismiss* the petition. If grave abuse of discretion exists, then the CA must grant the petition and nullify the NLRC ruling, entering at the same time the ruling that is justified under the evidence and the governing law, rules and jurisprudence. In our Rule 45 review, this Court must *deny* the petition if it finds that the CA correctly acted.<sup>56</sup> (Emphases in the original, citations omitted)

At this juncture, the inquiry is whether the Court of Appeals correctly ruled that the National Labor Relations Commission did not act with grave abuse of discretion when it affirmed the Labor Arbiter's dismissal of petitioner's complaint.

## II

This Court finds that the Court of Appeals erred in not finding that the National Labor Relations Commission gravely abused its discretion when it ruled that respondents validly terminated petitioner's services. It failed to rule based on law when it affirmed the Labor Arbiter's Decision and denied petitioner's claims.

Article XIII, Section 3 of the Constitution mandates the State to "afford full protection to labor."<sup>57</sup> It guarantees the right of all workers to security of tenure.

Article 296 [281] of the Labor Code governs probationary employment:

Article 296. [281] *Probationary Employment*. — Probationary employment shall not exceed six (6) months from the date the employee started working, unless it is covered by an apprenticeship agreement stipulating a longer period. The services of an employee who has been engaged on a probationary basis may be terminated for a just cause or when he fails to qualify as a regular employee in accordance with reasonable standards made known by the employer to the employee at the time of his engagement. An employee who is allowed to work after a probationary period shall be considered a regular employee.

*Moral v. Momentum Properties Management Corp.*<sup>58</sup> discussed the nature of employment on probationary status:

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<sup>56</sup> Id. at 120–122.

<sup>57</sup> CONST., art. XIII, sec. 3.

<sup>58</sup> G.R. No. 226240, March 6, 2019, <<https://sc.judiciary.gov.ph/2651>> [Per J. Carpio, Second Division].

A probationary employee is one who is placed on trial by an employer, during which the latter determines whether or not the former is qualified for permanent employment. By virtue of a probationary employment, an employer is given an opportunity to observe the fitness and competency of a probationary employee while at work. During the probationary period of employment, an employer has the right or is at liberty to decide who will be hired and who will be denied employment.

The essence of a probationary period of employment lies primordially in the purpose or objective of both the employer and the employee during such period. While the employer observes the fitness, propriety, and efficiency of a probationary employee, in order to ascertain whether or not such person is qualified for regularization, the latter seeks to prove to the former that he or she has the qualifications and proficiency to meet the reasonable standards for permanent employment.

As a general rule, probationary employment cannot exceed six months. Otherwise, the employee concerned shall be regarded as a regular employee. Moreover, it is indispensable in probationary employment that the employer informs the employee of the reasonable standards that will be used as basis for his or her regularization at the time of his or her engagement. In the event that the employer fails to comply with the aforementioned, then the employee is considered a regular employee.<sup>59</sup> (Citations omitted)

The Labor Code states that a probationary employee may be terminated only upon a just cause or when there is failure to qualify for regularization, per the reasonable standards that the employer communicated to the employee at the time of engagement. Thus, despite the limited six-month period, a probationary employee is guaranteed security of tenure throughout the contract.<sup>60</sup>

*Sameer Overseas Placement Agency, Inc. v. Cabiles*<sup>61</sup> explained the essence of setting predetermined standards at the time of engagement, and informing the probationary employee of this:

The pre-determined standards that the employer sets are the bases for determining the probationary employee's fitness, propriety, efficiency, and qualifications as a regular employee. Due process requires that the probationary employee be informed of such standards at the time of his or her engagement so he or she can adjust his or her character or workmanship accordingly. Proper adjustment to fit the standards upon which the employee's qualifications will be evaluated will increase one's chances of being positively assessed for regularization by his or her employer.<sup>62</sup>

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<sup>59</sup> Id. at 8-9.

<sup>60</sup> *Philippine Daily Inquirer, Inc. v. Magtibay, Jr.*, 555 Phil. 326, 334 (2007) [Per J. Garcia, First Division].

<sup>61</sup> 740 Phil. 403 (2014) [Per J. Leonen, En Banc].

<sup>62</sup> Id. at 425.

Here, there is no dispute that petitioner was on probation when she was hired. However, this Court finds that respondents failed to communicate the reasonable standards for regularization at the time of petitioner's engagement.

The Court of Appeals erred in stating that respondent Citigroup complied with the law's requirements considering that it conveyed to petitioner the duties and responsibilities of a sourcing manager.<sup>63</sup> This is insufficient. The Court of Appeals also mistook the personal skills listed in petitioner's job description as sufficient regularization standards. It underscored the following: "strong management skills, i.e., *comfortable with uncertainty, ambiguity and constant change*, yet able to set priorities and execute on commitments," and "able to manage high volume workload and have a flexible approach."<sup>64</sup> It found that these justify changes in the hiring targets set for the sourcing team, which petitioner manages.

Respondent's listing of ideal personal skills that it attached in petitioner's job description is not the measurable standards on which a probationary employee's performance may be assessed for regularization. As the basis to determine a "probationary employee's fitness, propriety, efficiency, and qualifications as a regular employee,"<sup>65</sup> the reasonable standards must allow the employee to accordingly adjust should there be an adverse assessment in the performance of tasks. Requiring the employee on probation to be flexible and comfortable with ambiguity and constant change cannot excuse employers from their mandate of determining specific standards for regularization that must be relayed to the employee. Deeming the ideal personal skills of flexibility and being comfortable with uncertainty, and petitioner's knowledge of duties and responsibilities as reasonable standards would unduly subject a probationary employee's regularization on the employer's whims. This Court cannot countenance this.

Neither does the sourcing dashboard constitute the predetermined reasonable standards which the Labor Code requires that the employer communicate to the probationary employee. This Court finds merit in petitioner's argument that the company's hiring targets set for the entire sourcing team, which she manages, cannot be the sole standard against which her performance should be evaluated. It was unreasonable to expect petitioner, who was undergoing a trial period, to fulfill all of the company's targets for the sourcing team. The probationary period is "an opportunity to observe the fitness and competency of a probationary employee while at

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<sup>63</sup> *Rollo*, p. 43.

<sup>64</sup> *Id.* at 44. Emphasis supplied.

<sup>65</sup> *Sameer Overseas Placement Agency, Inc. v. Cabiles*, 740 Phil. 403, 425 (2014) [Per J. Leonen, En Banc].

work.”<sup>66</sup> There should have been clear, reasonable standards to determine whether petitioner satisfactorily performed her functions while she was on probation. Vaguely requiring that petitioner satisfactorily perform her duties and responsibilities<sup>67</sup> is insufficient. To stress, there must be specific reasonable standards on which the regularization should have been contingent.

Contrary to respondents’ claims, petitioner satisfactorily performed her tasks according to respondents’ mid-year evaluation in June 2013. While petitioner<sup>68</sup> and respondents<sup>69</sup> quoted the same report, respondents interestingly omitted a crucial portion that stated:

. . . . It is typical for a new hire to have her adjustment period. Van went through a structured OJC plan for a full month in April that provided her overview and understanding of CBPS and Country Talent Acquisition policies, procedures and historical background, performance, and engagement model with the business and country HR. Van provided suggestions and inputs for sourcing and worked with Hazel and Jay in coming up with the ideas and overseeing delivery and execution. *Van was successful in increasing call out/invite targets for sourcing and associates and increasing leads through better utilization of Jobstreet features and postings, engaging applicants with the ARP promos and implementing agreed upon sourcing activations.*<sup>70</sup> (Emphasis supplied)

We agree with petitioner that this is a favorable review of her performance. Respondents reproduced only the portions that underscored petitioner’s areas for improvement, which, to stress, were not anchored on regularization standards communicated to her.

We also note that respondents did not controvert petitioner’s claim that they furnished her an Individual Goal Sheet in August 2013, five months into petitioner’s employment, and a month left into her probation. This reinforces how the sourcing dashboard was insufficient basis for evaluation of petitioner’s performance of tasks.

Finally, the Court of Appeals was also mistaken when it held that employers need not strictly comply with the requirement of immediately informing a probationary employee of the regularization standards. There is no substantial compliance that makes room for employers to delay their communication of the predetermined reasonable standards on which they shall assess a probationary employee’s performance. Per the Labor Code, this must

<sup>66</sup> *Moral v. Momentum Properties Management Corp.*, p. 8, G.R. No. 226240, March 6, 2019 <<https://sc.judiciary.gov.ph/2651>> [Per J. Carpio, Second Division].

<sup>67</sup> *Rollo*, p. 43.

<sup>68</sup> *Id.* at 7–8.

<sup>69</sup> *Id.* at 564–565.

<sup>70</sup> *Id.* at 7–8.

be relayed to them *at the time of engagement*. “Courts should remain vigilant on allegations of the employer’s failure to communicate work standards that would govern one’s employment if these are to discharge in good faith their duty to adjudicate.”<sup>71</sup>

In sum, there was no specific predetermined reasonable standards that petitioner failed to meet. Neither was there a showing on what evidence the finding that petitioner was well aware of such predetermined standards rests. For respondents’ utter failure in complying with the law’s requirements on probationary employment, petitioner is deemed a regular employee who was illegally dismissed.<sup>72</sup>

Under Article 294 [279] of the Labor Code, an illegally dismissed employee is entitled to reinstatement, with payment of backwages:

ARTICLE 294. [279] *Security of Tenure*. — In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by this Title. An employee who is unjustly dismissed from work shall be *entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement*. (Emphasis supplied)

This Court remains committed in doing justice by implementing the constitutional policy of social justice and protecting labor.

**WHEREFORE**, the Petition for Review on Certiorari is **GRANTED**. The Court of Appeals’ May 23, 2018 Decision and August 28, 2018 Resolution in CA – G.R. SP No. 141032 are **REVERSED** and **SET ASIDE**.

Respondent Citigroup Business Process Solutions, Pte. Ltd. is ordered to reinstate petitioner Vanessa M. Maningas to her former position, and to pay her backwages and allowances from the time she was illegally dismissed. These are subject to legal interest at the rate of 6% per annum<sup>73</sup> from finality of this Resolution until full payment.

This case is **REMANDED** to the Labor Arbiter for the proper computation of her money claims.

<sup>71</sup> *Sameer Overseas Placement Agency, Inc. v. Cabiles*, 740 Phil. 403, 425 (2014) [Per J. Leonen, En Banc] citing J. Brion, Dissenting Opinion in *Abbott Laboratories Philippines v. Alcaraz*, 714 Phil. 510 (2013) [Per J. Perlas-Bernabe, En Banc]. This *ponente* joined J. Brion.

<sup>72</sup> *Moral v. Momentum Properties Management Corp.*, G.R. No. 226240, March 6, 2019 <<https://sc.judiciary.gov.ph/2651>> [Per J. Carpio, Second Division].

<sup>73</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013) [Per J. Peralta, En Banc].

**SO ORDERED.”**

By authority of the Court:

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**MISAELO DOMINGO C. BATTUNG III**  
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(NLRC LAC No. 11-002938-14;  
NLRC NCR Case No. 10-13855-13)

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