Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **November 29, 2021**, *which reads as follows:*

"G.R. No. 249404 (*Benilda*[1] *Ruiz v. Expert Global Solutions [RMH Teleservices Asia Pacific, Inc., now known as Alorica Teleservices, Inc.]*). – This Court resolves the Petition for Review on *Certiorari*[2] filed by petitioner Benilda Ruiz (Ruiz) against respondent Expert Global Solutions (RMH Teleservices Asia Pacific, Inc., now known as Alorica Teleservices, Inc.), seeking to annul and set aside the Decision[3] dated April 8, 2019 and the Resolution[4] dated September 12, 2019 issued by the Court of Appeals (CA) in CA-G.R. SP No. 156955.

The antecedent facts, as found by the CA, are as follows:

Expert Global Solutions (EGS) is the brand name of RMH Teleservices Asia Pacific, Inc., a Delaware company doing business in the Philippines in the form of providing business process outsourcing solutions.[5]

On December 26, 2014, Ruiz signed an employment contract with EGS as "Local Individual Independent Contractor (Leafletter)" effective January 1, 2015 to June 15, 2015 for a daily salary of ₱360.00. On June 15, 2015, she was allegedly dismissed from service.[6]

Feeling aggrieved, Ruiz filed a complaint for illegal dismissal and money claims, alleging that she was engaged by EGS as a head hunter or "leafletter" as early as September 7, 2007. She stated that she worked from 9:00 in the morning until 6:00 in the evening, distributing flyers in Metro Manila and nearby provinces. To prove her status as a regular employee, she submitted her identification card (ID) and Request for Payment Form dated

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[1] "Belinda" in other parts of the *rollo*.
[2] *Rollo*, pp. 9-35.
[3] Id. at 40-54. Penned by Associate Justice Pedro B. Corales, with the concurrence of Associate Justices Stephen C. Cruz and Germano Francisco D. Legaspi.
[4] Id. at 56-58.
[5] Id. at 41.
[6] Id.

October 17, 2014, showing that she received ₱5,985.00 on December 14, 2014. Ruiz further attested that EGS refused to explain why she was terminated from work and deprived her of due process of law. She prayed for separation pay in lieu of reinstatement, backwages, damages, attorney's fees, and recovery of unpaid overtime pay, holiday pay, premium pay, rest day premium, 13th month pay, service incentive leave pay, and unpaid leaves.[7]

EGS countered that Ruiz was engaged as a fixed-term employee from January 1, 2015 to June 15, 2015, as evidenced by the employment contract she voluntarily signed. She was not illegally dismissed from employment, as the same merely ended on June 15, 2015. Regarding Ruiz's claim for salary differential, EGS contended that her daily wage of ₱360.00 was more than sufficient to cover the work she rendered. As a "leafletter," she worked outside EGS premises *sans* supervision of the management, free to engage in other means of livelihood, and was neither required to report at regular hours nor subjected to disciplinary actions. EGS further averred that Ruiz was a field personnel who is not entitled to holiday pay, holiday premium pay, and rest day premium pay.[8]

In a Decision[9] dated August 31, 2017, the Labor Arbiter (LA) found that Ruiz was a fixed-term employee whose engagement simply ceased upon the expiration of the contract she signed. The LA also held that as a "leafletter," Ruiz was a field worker who was paid a fixed amount for performing specific work. Thus, the LA concluded that Ruiz was not entitled to monetary claims, and dismissed her complaint for lack of merit.

On appeal, the National Labor Relations Commission (NLRC), through its Decision[10] dated December 28, 2017, reversed and set aside the LA Decision. The NLRC held that Ruiz was a regular employee who was illegally dismissed from service because EGS failed to prove that Ruiz knowingly and voluntarily agreed to the fixed period of employment or that they (Ruiz and EGS) dealt with each other in more or less equal terms, and to present Ruiz's fixed-term employment contracts. In finding that Ruiz was not a field personnel, the NLRC reasoned that EGS supervised her time and performance, gave specific instructions as to the distribution of flyers, and required her to report to the office every Friday. Hence, the NLRC awarded Ruiz backwages, separation pay, salary differential, 13th month pay, holiday pay, service incentive leave pay, and attorney's fees. However, it denied her claims for overtime pay, premiums for holidays and rest days, night differential, and damages.[11]

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[7] Id. at 41-42.
[8] Id at 42.
[9] Id. at 273-287. Penned by Labor Arbiter Renaldo O. Hernandez.
[10] Id. at 98-111. Penned by Commissioner Mercedes R. Posada-Lacap and concurred in by Presiding Commissioner Grace E. Maniquiz-Tan. Commissioner Dolores M. Peralta-Beley dissented.
[11] Id. at 43.

EGS filed a Motion for Reconsideration,[12] submitting a copy of Ruiz's employment contract, however, the same was denied by the NLRC in its Resolution[13] dated May 24, 2018, explaining that although EGS did not dispute Ruiz's insistence that she has worked with them since 2007, it nonetheless failed to present her fixed-term employment contracts from 2007 to 2014. The NLRC found it unjustifiable to consider Ruiz a fixed-term employee given that prior to the employment contract for 2014, Ruiz already attained regular employment status. The NLRC moreover reiterated its initial observation that EGS was unable to establish that they dealt with Ruiz on equal footing.

Undeterred, EGS filed before the CA a Petition for *Certiorari*[14] under Rule 65 of the Rules of Court with application for the issuance of a temporary restraining order and/or writ of preliminary injunction against the Decision and the Resolution of the NLRC.

In a Decision[15] dated April 8, 2019, the CA disagreed with the NLRC and resolved the action in favor of EGS. The CA held that there was no illegal dismissal as Ruiz was a fixed-term contractual employee whose period of employment elapsed. As such, she is not entitled to service incentive leave pay, holiday pay, and 13th month pay. Nevertheless, the CA granted Ruiz's claim for salary differential and attorney's fees. The dispositive portion of the CA Decision reads:

> **WHEREFORE**, the instant petition for *certiorari* is **GRANTED**. The December 28, 2017 Decision and May 24, 2018 Resolution of the National Labor Relations Commission, Fifth Division in NLRC LAC No. 11-003493-17 are hereby **ANNULLED** and **SET ASIDE**. The Labor Arbiter's August 31, 2017 Decision is **REINSTATED** with **MODIFICATION** that private respondent Belinda Ruiz is awarded salary differential and attorney's fees equivalent to 10% of the total monetary award. This case is **REMANDED** to the Labor Arbiter for the proper computation of the amounts due to petitioner (sic) Belinda Ruiz in conformity with Our disquisition.
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> **SO ORDERED.** [16]

Ruiz filed a Motion for Reconsideration,[17] which was denied by the CA in its Resolution[18] dated September 12, 2019.

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[12] Id. at 112-137.
[13] Id. at 176-184
[14] Id. at 59-96.
[15] Id. at 40-53.
[16] Id. at 53.
[17] Id. at 325-339.
[18] Id. at 56-58.

Hence, this Petition for Review on *Certiorari.*

After a conscientious evaluation of the records of the case and the applicable law and jurisprudence, We find the petition bereft of merit.

I

In the Petition, Ruiz ascribes serious reversible error to the CA when it reversed the NLRC Decision and Resolution. She begged the indulgence of this Court to exercise its discretionary appellate jurisdiction in view of the CA's purportedly gravely erroneous promulgations.

We are convinced of the propriety of reviewing this case pursuant to the Petition filed in accordance with Rule 45.

In a petition for review on *certiorari* under Rule 45 of the Revised Rules of Court, only questions of law may be raised and entertained as a rule, considering that this Court is not a trier of facts, and questions of fact are left to the wisdom and determination of the trial courts.[19] It is not this Court's function to analyze or weigh all over again evidence already considered in the proceedings below. Our jurisdiction is limited to reviewing only errors of law that may have been committed by the lower court. As it is, the resolution of factual issues is the function of the lower courts, whose findings on these matters are received with respect.[20]

In labor cases, a Rule 45 petition is limited to reviewing whether the CA correctly determined the presence or absence of grave abuse of discretion and deciding other jurisdictional errors of the NLRC. When a decision of the CA under a Rule 65 petition is brought to this court by way of a petition for review under Rule 45, only questions of law may be decided upon.[21]

However, as an exception to the rule, this Court may re-examine evidence and rule on a question of fact when the findings of fact are conflicting or when the findings of the appellate court are contrary to those of the trial court, among other grounds.[22]

As borne by the records of this case, it appears that there is a divergence in the findings of fact between the LA, as affirmed by the CA, on the one hand, and those of the NLRC, on the other. Presented with incongruent assessments of the trial court and of the appellate court with regard to the

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[19] *Heirs of Latoja v. Heirs of Latoja*, G.R. No. 195500, March 17, 2021, citing *Heirs of Mendoza v. Valte*, 768 Phil. 539, 552-553 (2015).
[20] *Viloria v. Heirs of Gaetos*, G.R. No. 206240, May 12, 2021, citing *Far Eastern Surety and Insurance Co., Inc. v. People*, 721 Phil. 760, 769 (2013).
[21] *Fuji Television Network, Inc. v. Espiritu*, 749 Phil. 388, 415 (2014).
[22] *Heirs of Latoja v. Heirs of Latoja,* supra, citing *Spouses Miano v. Manila Electric Co.*, 800 Phil. 118, 123 (2016).

surrounding circumstances, We are constrained to review the records and the evidence *vis-a-vis* the legal question for resolution.[23] Thus, although Ruiz is asking the Court to re-examine the evidence presented by the parties, such re-examination is warranted since the findings of the CA are contrary to those of the NLRC, a recognized exception to the rule that the findings of fact of the CA are conclusive and binding upon the Court.[24]

II

As regards the substantive issue of Ruiz's nature of employment, Ruiz maintains that she was a regular employee of EGS who was illegally dismissed, and therefore entitled to monetary claims. To bolster the truthfulness of such assertion, Ruiz emphasizes the following:

1. She challenged her contract of employment with EGS which stipulated that she was engaged as an independent contractor on the ground that EGS did not present any evidence to prove that she voluntarily entered into the said agreement; and

2. The contract of employment covered only the period between January 1, 2015 to June 30, 2015. However, there was no day certain, specific project, or definite undertaking for which EGS hired Ruiz as, in fact, EGS never denied hiring her in 2007 and continuously engaged her services for eight (8) years. In support of such employer-employee relationship, Ruiz submitted her payslips and company ID, the authenticity and veracity of which were never contested by EGS.

The contentions of Ruiz are untenable.

First, We are not convinced that Ruiz was in any way constrained by EGS to acquiesce to the terms and conditions of her employment contract.

A fixed-term employment, while not expressly mentioned in the Labor Code, has been recognized by this Court as a type of employment embodied in a contract specifying that the services of the employee shall be engaged only for a definite period, the termination of which occurs upon the expiration of said period irrespective of the existence of just cause and regardless of the activity the employee is called upon to perform.[25] Logically, the decisive determinant in term employment should not be the activities that the employee is called upon to perform, but the day certain agreed upon by the parties for the commencement and termination of their employment relationship, a day

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[23] Id.

[24] *Sepe v. Heirs of Kilang*, G.R. No. 199766, April 10, 2019, citing *Spouses Santos v. Spouses Lumbao*, 548 Phil. 332, 343-344 (2007).

[25] *Regala v. Manila Hotel Corporation*, G.R. No. 204684, October 5, 2020, citing *Basan v. Coca-Cola Bottlers Philippines*, 753 Phil. 74, 90-91 (2015).

certain being understood to be that which must necessarily come, although it may not be known when.[26]

Nonetheless, cognizant of the possibility of abuse in the utilization of fixed-term employment contracts, We laid down indications or criteria under which "term employment" cannot be said to be in circumvention of the law on security of tenure, namely:

1. The fixed period of employment was knowingly and voluntarily agreed upon by the parties without any force, duress, or improper pressure being brought to bear upon the employee and absent any other circumstances vitiating his consent; or

2. It satisfactorily appears that the employer and the employee dealt with each other on more or less equal terms with no moral dominance exercised by the former or the latter.[27]

While Ruiz maintains that she did not voluntarily agree to the conditions of her employment as stipulated in her contract with EGS, she did not support the said allegation with specific details to characterize how she was coerced or influenced into signing the subject agreement. There is absolutely no showing that EGS subjected Ruiz to moral dominance or that her consent was vitiated. In view of the basic rule that mere allegation is not evidence and is not equivalent to proof, the allegation is essentially self-serving and devoid of any evidentiary weight.[28] The burden of proving a claim falls on the party alleging its affirmative. In labor cases, substantial evidence is the basic minimum of required proof, or that amount of evidence a reasonable mind might accept as adequate to support a conclusion.[29]

Significantly, the CA found that, as borne by the records, Ruiz knowingly and voluntarily signed, without force, duress, or improper pressure, the employment contract which specified that her employment will last only for a definite period from January 1, 2015 to June 15, 2015. By accepting the terms of the said agreement, Ruiz acceded with full awareness to the condition that her employment with EGS will end on said pre-determined date.

Hence, Ruiz cannot now refute the validity and due execution of the employment contract in order to argue that she was illegally dismissed because EGS refused to renew the same after its expiration. The non-renewal of her contract is a management prerogative, and failure to prove that such was done in bad faith militates against her contention that she was illegally

[26] *Fuji Television Network, Inc. v. Espiritu*, supra, citing *Brent School, Inc. v. Zamora*, 260 Phil. 747 (1990).
[27] Id. at 422, citing *GMA Network, Inc. v. Pabriga*, 722 Phil. 161 (2013).
[28] *Menez v. Status Maritime Corporation*, 839 Phil. 360 (2018).
[29] *Gososo v. Leyte Lumber Yard*, G.R. No. 205257, January 13, 2021 citing *Cosue v. Ferritz Integrated Development Corporation*, 814 Phil. 77, 87 (2017).

dismissed. The expiration of her contract with EGS simply caused the natural cessation of her fixed-term employment.

Second, Ruiz's representation that there was no day certain, specific project, or definite undertaking for which EGS hired her, as in fact she worked in EGS since 2007, deserves scant consideration.

Ruiz further insists on shifting to EGS the burden of submitting her employment contracts since 2007 because EGS never denied hiring her in 2007 and continuously engaging her services for eight (8) years. However, as noted by the appellate court, EGS consistently averred that it only engaged Ruiz in 2014 in a fixed-term capacity.

It is an oft-repeated rule that in labor cases, as in other administrative and quasi-judicial proceedings, the quantum of proof necessary is substantial evidence, or such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion. The burden of proof rests upon the party who asserts the affirmative of an issue. Since it is Ruiz here who is claiming to be an employee of EGS, it is thus incumbent upon her to proffer evidence to prove the existence of an employer-employee relationship between them. She needs to show by substantial evidence that she was indeed an employee of the company against which she claims illegal dismissal. As a corollary, the burden to prove the elements of an employer-employee relationship lies upon Ruiz.[30]

According to Ruiz, the Request for Payment Form, the genuineness of which was never challenged by EGS, proves her engagement with the company for eight (8) years.

However, the said document does not actually relate to EGS and is merely a photocopy of an unsigned printout. The unsigned computer printout was unauthenticated and, hence, unreliable. Mere self-serving evidence of which the printout is of that nature should be rejected as evidence without any rational probative value even in administrative proceedings.[31]

As for her company ID, Ruiz avers that there is no allegation, much less proof, that EGS issued company IDs or access cards to non-employees. She therefore concludes that her company ID proves the existence of her employment relationship with EGS. In direct contravention of such allegation, EGS explains that assuming without conceding that Ruiz was indeed issued an ID, the same was merely for the purpose of allowing her entry to EGS's premises and even then, her movements were restricted to common areas.

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[30] *Valencia v. Classique Vinyl Products Corporation*, 804 Phil. 492, 504 (2017).
[31] *Asuncion v. National Labor Relations Commission*, 414 Phil. 329, 337 (2001).

Granting, for the sake of argument, that her ID was indeed valid, the same does not warrant the continued existence of an employer-employee relationship between EGS and Ruiz. The purpose of a work ID is to allow for the identification of persons related to a particular company, regardless of their capacity and the duration of their tenure. An ID does not qualify the nature of employment, and it would be absurd to deem the issuance of an ID to an individual as automatically vesting the latter with regular employment status. As a matter of fact, it is not uncommon for places of work to issue IDs to all of their personnel, whether engaged pursuant to permanent employment or in a contractual or project basis. Perforce, in the absence of supplementary or corroborating evidence, Ruiz's ID card unfortunately proves inconsequential and cannot prevail over the explicit terms of her contact of employment for a fixed term. Insofar as the said engagement was for a fixed period, it ceased the moment the period agreed upon expired.

Even if We take Ruiz's ID card as proof that she may have had prior engagements with EGS, the nature of such previous engagements cannot be presumed and has to be established by substantial evidence. Significantly, notwithstanding the fact that Ruiz may have been contracted by EGS repeatedly and for more than a year, she will still be considered a fixed-term employee as her engagement was for a specific period only.

Having established that Ruiz was in fact a fixed-term employee, there is no illegal dismissal to speak of as her separation from EGS ensued as a result of the expiration of her contract of employment. There being no substantial deviation from the factual and legal findings of the CA, this Court deems it unnecessary to delve into a discussion of the petitioner's entitlement to her monetary claims, which has already been comprehensively discussed and pertinently resolved by the court *a quo*.

WHEREFORE, premises considered, the petition is **DENIED.** The assailed Decision dated April 8, 2019 and the Resolution dated September 12, 2019 of the Court of Appeals in CA-G.R. SP No. 156955 are **AFFIRMED**. Accordingly, the Labor Arbiter's Decision dated August 31, 2017 is **REINSTATED** with **MODIFICATION** that Benilda Ruiz is awarded salary differential and attorney's fees equivalent to 10% of the total monetary award.

This case is **REMANDED** to the Labor Arbiter for the proper computation of the amounts due to Benilda Ruiz in conformity with this Resolution.

SO ORDERED."

By authority of the Court:

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G.R. No. 249404 **(62)**
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