



Republic of the Philippines  
Supreme Court  
Manila

## **2024 BAR EXAMINATIONS**

### **LABOR LAW AND SOCIAL LEGISLATIONS**

September 11, 2024  
2:00 p.m. – 6:00 p.m.

*#BarNiJLo2024*  
*#MostValuableLaban*  
*#MarVeLousBar*

1.

Zhi Go (Zhi) is a non-resident Chinese national who plans to live and establish a career in the Philippines. Zhi went to the Philippines and applied with the Tarlac Agricultural Products (TAP) as an ordinary farm worker. The TAP hired Zhi because of her diverse set of farming skills. The TAP assigned Zhi in its Bamban Farm. **Did TAP lawfully hire Zhi Go as a farm worker? Explain.**

2.

Manila Yummy Restaurant (MYR) pays its receptionists PHP 500.00 a day. The receptionists contested the amount because the present minimum wage in the National Capital Region is PHP 645.00 for the non-agricultural sector. MYR countered that it is paying the receptionists a total of PHP 700.00 which is more than the required minimum wage. MYR explained that it provides the receptionists food and beverage worth PHP 200.00 per day in addition to the PHP 500.00 cash component of their wages. The food and beverage are given during lunch time to ensure that the receptionists will entertain guests instead of leaving their stations. Thus, the PHP 200.00 value of the food and beverage must be added to the PHP 500.00 cash component of their wage. **May MYR lawfully add the value of the food and beverage as part of the wages of its receptionists? Explain.**

3.

Lexi Enterprises always made sure that the salary of its supervisory employees is 70% higher than the wage of its rank-and-file workers. Later, the management of Lexi Enterprises realized that its business is highly dependent on rank-and-file workers because they spend more time in providing services to the clients. Thus, Lexi Enterprises significantly increased the wages of its rank-and-file workers such that they are only 10% behind the salary of the supervisory employees. Consequently, the supervisory employees demanded an increase in their salaries and alleged that Lexi Enterprises must correct the wage distortion. **May the supervisory employees validly demand an increase in their salaries? Explain.**

4.

The Philippines celebrates “*Ninoy Aquino Day*” every August 21 of the year as a special non-working holiday. Tyson Plastic Company (TPC) scheduled its machine shutdown on August 21, 2024 and informed the workers that the factory will be closed for maintenance. Later, the President of the Philippines issued Proclamation No. 665 moving the observance of “*Ninoy Aquino Day*” from August 21, 2024, Wednesday,

to August 23, 2024, Friday, to promote domestic tourism in the country. The TPC announced that the machine shutdown will push through as scheduled and required the workers to report on August 23, 2024. Winslet is paid PHP 700.00 daily salary as a machine operator. Winslet reported for work on August 23, 2024 and claimed holiday premium pay. The TPC denied the claim and argued that Winslet already enjoyed the holiday on August 21, 2024 when the factory was closed. **How much is Winslet entitled to for working on August 23, 2024? Explain.**

**5.**

Spouses Felix and Sarah have three minor children. In 2022, Felix was detained for committing a non-bailable offense. Sarah looked for a job to support her children. On May 18, 2024, Jared Corporation hired Sarah as a cashier. On August 18, 2024, Sarah claimed that she is a solo parent and applied for parental leave under Republic Act No. 11861 or the Expanded Solo Parents Welfare Act. **Is Sarah entitled to parental leave? Explain.**

**6.**

In August 2019, Vans Taste Restaurant (VTR) entered into a yearly and renewable service contract with Colin Consultancy Services (CCS) for the supply of professional advisors that will design action plans for the restaurant business. CCS has a capital of PHP 20,000,000.00 based on its audited financial statements. CCS hired Grayson, Oswald, and Peyton (Grayson, et. al.) and deployed them to VTR as professional advisors. CCS prescribed Grayson, et. al.'s daily work schedules and specific steps in designing the action plans. Whereas VTR required Grayson, et. al. to submit five action plans each month. In August 2024, the service contract expired without VTR and CCS renewing the agreement. VTR then no longer permitted Grayson, et. al. to enter the restaurant. Aggrieved, Grayson, et al. filed against VTR a complaint for regularization and illegal dismissal because they have been working as its professional advisors for five years. Grayson, et al. also claimed that CCS is a labor-only contractor since it has no investment in the form of tools, equipment, and machineries. **Will the complaint for regularization and illegal dismissal prosper? Explain.**

**7.**

Grand Duke Manila (GDM), a five-star world-class hotel, hired Zoey as a banquet server. GDM informed Zoey of its company rule against tattoos as part of grooming standards. The policy prohibits hospitality staff members from having tattoos due to their different cultural meanings that might offend foreign guests. Later, GDM discovered that Zoey had an existing tattoo on her nape which she concealed during the hiring process.

After the required notices, GDM dismissed Zoey for violation of the company policy against tattoos. **Is Zoey's dismissal valid? Explain.**

**8.**

Brent Therapy Clinic (BTC) engaged Franklin as a probationary physical therapist for a period of five months. BTC informed Franklin that he must obtain satisfactory grades in these criteria: (a) diagnosis of movement dysfunction; (b) therapeutic exercise techniques; (c) stimulation and healing massage; and (d) proper use of machines and equipment. After three months, BTC observed that Franklin cannot meet the minimum criteria. Franklin was unfamiliar with therapeutic exercise techniques and was unable to remember the use of therapy machines. The following day, the owner of BTC left a note on Franklin's desk which reads:

*Hi Franklin. I tried to guide and train you in the past months but there has been no improvement. The management is unhappy with your work performance. Thus, your probationary employment is terminated one week from notice for failure to meet the minimum standards for regularization.*

Aggrieved, Franklin questioned his termination for lack of procedural due process. **Is BTC required to comply with the twin-notice rule before terminating Franklin's employment? Explain.**

**9.**

Preston Salon and Spa (PSS) hired Nixon as a senior stylist in its Manila branch. Nixon signed an employment contract which provides that "*employees shall not engage in or set up within the same locality a business similar or related to the company during their course of employment and for a period of one year after their tenure.*" Thereafter, PSS received information that Nixon assisted his sister in establishing a new salon in Manila. Nixon admitted lending PHP 300,000.00 to his sister as capital and that he shall be entitled to 10% yearly profits of the new salon. Nixon also referred two former PSS employees as applicants to the new salon. After the required notices, PSS dismissed Nixon for violation of his employment contract. **Is Nixon's dismissal valid? Explain.**

**10.**

Ronin Airline Company (RAC) hired Orwell as a flight engineer. In January 2024, RAC and Orwell entered into a three-month overseas training agreement which reads: "*the employer agrees to invest on the travel expenses and allowances of the employee abroad provided that he will remain in the company for two years after the training. Otherwise,*

*the employee must reimburse the employer travel expenses and pay liquidated damages of PHP 30,000.00.*” Orwell completed the training abroad and returned to the Philippines. In August 2024, Orwell tendered his irrevocable resignation. Aggrieved, RAC filed against Orwell a complaint for sum of money before the trial court. Orwell sought to dismiss the action for lack of jurisdiction and argued that it is the labor arbiter that has authority to decide money claims arising from employment relationship. **Which between the trial court and labor arbiter has jurisdiction over the complaint? Explain.**

**11.**

Athena Coffee Company (ACC) hired 300 coffee roasters under similar employment terms and conditions. ACC assigned these employees to its three roasting factories in Manila, Laguna, and Cavite. In August 2024, the AAC Manila Workers Organization (AAC-MWO) filed a petition for certification election to represent all coffee roasters including those in the unorganized Laguna and Cavite factories. AAC opposed the petition and argued that the three factories do not constitute an appropriate bargaining unit on account of their different geographical locations. **May the coffee roasters in the three factories constitute an appropriate bargaining unit? Explain.**

**12.**

EXO Corporation, Inc. (ECI) and its exclusive bargaining agent Kami Labor Union (KLU) entered into a collective bargaining agreement effective from December 15, 2019 to December 14, 2024. The agreement prohibits KLU and its members from holding a strike and lockout. In May 2024, ECI and KLU negotiated the economic provisions of the agreement but ended in a deadlock. KLU filed a notice of strike. After the conciliation failed, KLU conducted a strike vote which obtained majority support. KLU reported the strike vote to the Department of Labor and Employment. KLU then went on strike after the mandatory cooling-off period. ECI questioned the validity of the strike for being contrary to the collective bargaining agreement. In contrast, KLU argued that it complied with the strict requirements for staging a strike. **Is the strike legal? Explain.**

**13.**

On May 31, 2024, the collective bargaining agreement between Gretel Corporation, Inc. (GCI) and Gretel Labor Union (GLU) expired. After several negotiations, GCI and GLU signed a new collective bargaining agreement on August 31, 2024, which obliged the company to pay a wage increase in favor of the employees. GLU then demanded salary

differentials starting June 1, 2024. However, GCI argued that the provisions of the new collective bargaining agreement as to the wage increase shall be prospective in application beginning August 31, 2024. **When shall the salary increase be reckoned? Explain.**

#### 14.

In 2023, Star Maxima Corporation (SMC) and Astra Labor Union (ALU) executed a collective bargaining agreement covering the rank-and-file employees effective for five years. In 2024, Troy called for the removal of Andres as union president and obtained majority support of ALU members through signature campaign. Thereafter, Troy assumed the position of union president, changed the name of ALU to Stella Labor Organization (SLO), adopted new by-laws, and appointed other union officers. Andres informed SMC that ALU remained the exclusive bargaining agent. On the other hand, Troy demanded recognition of SLO and its new leadership to administer the collective bargaining agreement and to receive the union dues. Eventually, SMC turned over the collected union dues to the SLO treasurer. Aggrieved, Andres filed a complaint for unfair labor practice against SMC alleging gross violation of the collective bargaining agreement. **Is SMC guilty of unfair labor practice? Explain.**

#### 15.

Thalia, the owner of Quinn Karaoke Club (QKC), hired Darrence as an accountant. On January 19, 2023, QKC's owner verbally informed Darrence to look for another job and banned him from the club. Darrence filed against QKC a complaint for illegal dismissal. Meantime, Darrence was hired as an accountant in another company on February 14, 2023. In its answer, QKC countered that Darrence abandoned his work in favor of a better paying job. On June 22, 2024, QKC ceased business. In due course, the Labor Arbiter declared Darrence unjustly dismissed from work and awarded him full backwages computed from January 19, 2023, when he was verbally dismissed, until June 22, 2024, when QKC stopped operations. Thalia sought reconsideration and invoked the principles of "*no work no pay*" and "*unjust enrichment.*" Thalia argued that Darrence's salaries earned from another employer should be deducted from the award of backwages. The Labor Arbiter granted the motion and recomputed backwages from January 19, 2023, Darrence's date of illegal dismissal, until February 14, 2023, when another employer hired him. **Is the Labor Arbiter correct in limiting the period for computing the award of backwages? Explain.**

**16.**

Zoe Enterprises hired Celine as a machine operator. In January 2024, Celine was medically diagnosed with tuberculosis and declared “*unfit to continue working.*” Zoe Enterprises dismissed Celine because of serious illness and gave her separation pay of one month salary per year of service which she used for her hospitalization and medical expenses. In April 2024, Celine was cleared of tuberculosis and was issued a medical certificate that she is medically fit to work. Celine demanded reinstatement from Zoe Enterprises but was refused. Aggrieved, Celine filed a complaint for illegal dismissal. Zoe Enterprises countered that Celine was validly dismissed because she was suffering from a contagious disease. **Is Zoe Enterprises liable for illegal dismissal? Explain.**

**17.**

Mabuhay Travels, Inc. (MTI), a local manning agency acting for its principal Carousel Cruise Corporation (CCC), deployed Elizabeth as waitress on board the vessel M/S Carnival Miracle. Elizabeth finished the contract and prepared for repatriation. Upon arrival in Manila, Elizabeth complained of episodic chest and neck pains. Elizabeth consulted a cardiologist and was diagnosed of “*mitral regurgitation, allergic rhinitis, and thyroid pathology.*” The chest and neck pains of Elizabeth persisted that rendered her unfit for sea service. Elizabeth then filed a complaint for disability benefits against MTI and CCC. The Labor Arbiter dismissed the complaint because Elizabeth did not undergo a post-employment medical examination with the company-designated physician within three working days from arrival in the Philippines. **Is the Labor Arbiter correct in dismissing the complaint for failure of Elizabeth to comply with the mandatory three-day reportorial requirement? Explain.**

**18.**

Fabio entered into a contract of overseas employment as a seafarer with Gibson Ship Management (GSM), a local manning agency acting in behalf of its principal Blythe Tankers Company (BTC). On board the vessel, Fabio suffered lower back pains while performing his assigned task. Despite therapy and medication, Fabio continued to suffer severe lower back pains. The company-designated physician diagnosed Fabio with “*Lumbar Strain T/C Slipped Disc.*” Fabio then filed a complaint for disability benefits before the Labor Arbiter. GSM and BTC countered that Fabio is disqualified from claiming disability benefits because he concealed his urinary tract infection and hypertension during his pre-employment medical examination. **Is Fabio entitled to disability benefits even if he concealed pre-existing medical conditions? Explain.**

**19.**

Virgie and Nina are neighbors. Virgie requested her house helper Sandro to help Nina with the upkeep of her house for two days each month. Sandro agreed and rendered general household work in Nina's house. Nina paid Sandro PHP 1,000.00 per day of work. Virgie learned about this additional compensation. Thus, Virgie deducted from Sandro's monthly wage the amount corresponding to his wage for two days. **Can Virgie lawfully make deductions from Sandro's monthly wage? Explain.**

**20.**

Lottie, Mathie, and Cachie asked Homer if he is interested to work in Indonesia. Homer inquired about the available job and Lottie told him that he will work as a restaurant entertainer. Mathie said that Homer only needs a passport. Cachie added that a certain Mr. Park will finance Homer's travel expenses. After a week, Cachie gave a ticket to Homer and informed him that he can now leave for Indonesia. Homer, together with Lottie and Mathie, boarded a boat which transported them to Miangas Island. Lottie and Mathie brought Homer to a restaurant and introduced him to Mr. Park. A vehicle fetched Homer and took him to a club. The driver said that the place is a prostitution den. Inside the club, Homer was forced to have sexual intercourse with customers every night. Later, the police authorities rescued Homer and repatriated him to the Philippines. Homer filed against Lottie, Mathie, and Cachie criminal complaints for illegal recruitment and human trafficking. In her counter-affidavit, Cachie claimed that she cannot be convicted of illegal recruitment and human trafficking because she was not part of the group that transported Homer to Miangas Island. **Is Cachie criminally liable for both illegal recruitment and human trafficking? Explain.**