Supreme Court E-Library

of the damage caused to the servient estate pursuant to Article 649 of the Civil Code which states in part:

"Art. 649. The owner, or any person who by virtue of a real right may cultivate or use any immovable, which is surrounded by other immovables pertaining to other persons and without adequate outlet to a public highway, is entitled to demand a right of way through the neighboring estates, after payment of the proper indemnity.

"Should this easement be established in such a manner that its use may be continuous for all the needs of the dominant estate, establishing a permanent passage, the indemnity shall consist of the value of the land occupied and the amount of the damage caused to the servient estate.

x x x x x x x x x."

WHEREFORE, in conformity with the foregoing discussion, the appealed decision of the Court of Appeals dated January 28, 1987 is REVERSED and SET ASIDE. Petitioner Tomas Encarnacion is hereby declared entitled to an additional easement of right of way of twenty-five (25) meters long by one and one-half (1½) meters wide over the servient estate or a total area of 62.5 square meters after payment of the proper indemnity.

SO ORDERED.

Gutierrez, Jr., Feliciano, Bidin, and *Davide, Jr., JJ.*, concur.

FIRST DIVISION

[G.R. No. 82918. March 11, 1991]

LA SALETTE OF SANTIAGO, INC., *petitioner, vs.* **NATIONAL LABOR RELATIONS COMMISSION and CLARITA JAVIER,** *respondents.*

Supreme Court E-Library

SYLLABUS

1. **POLITICAL LAW; CONSTITUTIONAL LAW; BILL OF RIGHTS; SECURITY OF TENURE OF TEACHERS; PREROGATIVE OF SCHOOL TO SET STANDARDS FOR ACQUISITION THEREOF. —** The standards by which the service of the probationary teacher may be adjudged satisfactory so that he may acquire permanence in his employment or security of tenure, are set by the school. The setting of those standards, and the determination of whether or not they have been met, have been held by this Court to be the prerogative of the school, consistent with academic freedom and constitutional autonomy by which educational institutions have the right to choose who should teach. The acquisition of security of tenure by the teacher in the manner indicated signifies that he shall thenceforth have the right to remain in employment as such teacher until he reaches the compulsory retirement age in accordance with the rules of the school or the law.

2. **ID.; ID.; ID.; ID.; NOT AFFECTED BY CONTRACTS. —** That tenure, once acquired, cannot be adversely affected or defeated by requiring the teacher to execute contracts stipulating the termination of his employment upon the expiration of a fixed period or term. Contracts of that sort are anathema and will be struck down as null and void.

3. **ID.; ID.; ID.; ID.; TEACHER'S ACCEPTANCE OF ADMINISTRATIVE POSITION DOES NOT OPERATE AS RELINQUISHMENT OF SECURITY OF TENURE AS FACULTY MEMBER; EXPIRATION OF TERM AS ADMINISTRATIVE OFFICIAL DOES NOT OPERATE AS TERMINATION OF TENURE AS TEACHER. —** Except in the case of a clear and explicit agreement to the contrary, the acceptance by a teacher of an administrative position offered to him or to which he might have aspired, does not operate as a relinquishment or loss by him of his security of tenure as a faculty member; he retains his tenure as a teacher during all the time that he occupies the additional position of department head or administrative officer of the school. Indeed, the agreement between him and the school may very well include a provision for him to continue teaching even on a part-time basis. The teacher designated as administrative officer ordinarily serves for a definite term or at the pleasure of the school head

Supreme Court E-Library

or board of trustees or regents, depending on the rules of school and the agreement he may enter into with the institution. This appears to the Court to be the invariable practice in most private schools, the purpose being, as the Court *en banc* has also had occasion to point out, to accord to as many of the teaching staff as possible the opportunity to serve as dean, or principal, or as administrative officer of one type or another. There is, to be sure, nothing whatever amiss in said practice of having teachers serve as administrative officials for a fixed term or in a non-permanent capacity. The validity of employment for a fixed period was acknowledged and affirmed by the Court *en banc* in *Brent School, Inc., et al. v. Zamora etc., et al*. After the teacher's stint as department head or administrative officer of the school, he has the undoubted right to resume his original, primary position as school teacher. The expiration of his term as administrative official does not operate as termination of his tenure as faculty member.

4. ID.; ID.; ID.; ID.; DISTINCTION BETWEEN THE TEACHING STAFF AND THOSE APPOINTED TO SERVE AS ADMINISTRATIVE OFFICIALS. — A distinction should thus be drawn between the teaching staff of private educational institutions, on the one hand — teachers, assistant instructors, assistant professors, associate professors, full professors — and department or administrative heads or officials, on the other — college or department secretaries, principals, directors, assistant deans, deans. The teaching staff, the faculty members, may and should acquire tenure in accordance with the rules and regulations of the Department of Education and Culture and the school's own rules and standards. On the other hand, teachers appointed to serve as administrative officials do not normally, and should not expect to, acquire a second or additional tenure. The acquisition of such an additional tenure is not normal, is the exception rather than the rule, and should therefore be clearly and specifically provided by law or contract. Unlike teachers (assistant instructors, instructors, assistant professors, associate professors, full professors) who aspire for and expect to acquire permanency, or security of tenure, in their employment, as faculty members, teachers who are appointed as department heads or administrative official (*e.g.*, college or department secretaries, principals, directors, assistant deans, deans) do not normally, and should not expect to, acquire

Supreme Court E-Library

a second status of permanency, or an additional or second security of tenure as such officer. The acquisition of such an additional tenure, to repeat, is not consistent with normal practice, constitutes the exception rather than the rule, and may take place only where categorically and explicitly provided by law or agreement of the parties.

5. ID.; ID.; ID.; ID.; DESIGNATION OF A TEACHER TO AN ADMINISTRATIVE OFFICE DOES NOT GIVE RISE TO SECURITY OF TENURE THEREIN; CASE AT BAR. — What is immediately apparent from this second look at the material facts is that while Clarita Javier's work as teacher in the La Salette School System was more or less continuous, or was evidently intended to be on a permanent basis, her assignment in one administrative office or another — *i.e.*, as high school principal, subject area coordinator, head of a college department, assistant principal — was not. In these administrative posts, she served in a non-permanent capacity, either at the pleasure of the school or for a fixed term. She could not but have become aware of the pattern in her employment relationship with her employer, of the duality in the nature of her employment, particularly of the non-permanent character of her stints in the administrative positions to which she was designated. There was therefore no cause for her to believe that security of tenure could be obtained by her in any of the administrative positions she held at one time or another. On the contrary, the temporariness of her occupancy of those administrative offices must have become quite apparent to her, in light of the facts. Nor is there any showing that she had been compelled in any way to accept the administrative positions offered to her, or that she was so situated as to be unable to express her own will on the matter. On the contrary, the evidence indicates that she felt herself free to assert her preferences in accepting offers of administrative assignments. As already stated, when she acceded to the request that she return to *La Salette of Santiago*, *Inc.*, as Assistant Principal in 1980, she manifested that she "did not intend to sever * * * (her) professional and business relations with La Salette College * * * (and expressed the hope that her stay in the High School Department) will deepen * * * (her) insights into the field of education and therefore be of service to the La Salette College." In other words, she was fully aware that her stint as Assistant Principal of the High

Supreme Court E-Library

School was merely temporary, and she intended to return to the La Salette College thereafter; in fact, this is why, while serving as such Assistant Principal, she continued to teach, part-time, at La Salette College in the first semester of school year 1980-1981.

APPEARANCES OF COUNSEL

Jesarene C. Aquino for petitioner.

D E C I S I O N

NARVASA, *J.*:

The legal principles governing the acquisition of security of tenure by teachers in private educational institutions were definitely laid down by the Court *en banc* in *University of Santo Tomas, et al. v. National Labor Relations Commission, et al.*, a decision promulgated on February 15, 1990.[1] There the Court said:

"According to Policy Instructions No. 11 issued by the Department of Labor and Employment, 'the probationary employment of professors, instructors and teachers shall be subject to standards established by the Department of Education and Culture.' Said Standards are embodied in paragraph 75 of the Manual of Regulations for Private Schools, to wit:

'75. *Full time* teachers who have rendered three consecutive years of satisfactory service shall be considered permanent.' (Emphasis supplied).

The legal requisites, therefore, for acquisition by a teacher of permanent employment, or security of tenure, are as follows:

1) the teacher is a full time teacher;

2) the teacher must have rendered three (3)consecutive years of service; and

3) such service must have been satisfactory.

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[1] 182 SCRA 371, 376-377.

Supreme Court E-Library

Now, the Manual of Regulations also states that 'a full-time teacher' is 'one whose total working day is devoted to the school, has no other regular remunerative employment and is paid on a regular monthly basis regardless of the number of teaching hours' (par. 77); and that in college, 'the normal teaching load of a full-time instructor shall be eighteen hours a week' (par. 78)."

The standards by which the service of the probationary teacher may be adjudged satisfactory so that he may acquire permanence in his employment or security of tenure, are set by the school. The setting of those standards, and the determination of whether or not they have been met, have been held by this Court to be the prerogative of the school, consistent with academic freedom and constitutional autonomy by which educational institutions have the right to choose who should teach.[2]

The acquisition of security of tenure by the teacher in the manner indicated signifies that he shall thenceforth have the right to remain in employment as such teacher until he reaches the compulsory retirement age in accordance with the rules of the school or the law. That tenure, once acquired, cannot be adversely affected or defeated by requiring the teacher to execute contracts stipulating the termination of his employment upon the expiration of a fixed period or term. Contracts of that sort are anathema and will be struck down as null and void.

Now, a teacher may also be appointed as a department head or administrative officer of the school, *e.g.*, as member of the school's governing council, as college dean or assistant dean, as high school principal, as college secretary. Except in the case of a clear and explicit agreement to the contrary, the acceptance by a teacher of an administrative position offered to him or to which he might have aspired, does not operate as a relinquishment or loss by him of his security of tenure as a faculty member; he retains his tenure as a teacher during all the time that he occupies the additional position of department head or administrative officer of the school. Indeed, the agreement

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[2] *Cagayan Capitol College, et al. v. NLRC, et al*., G.R. Nos. 90010-11, Sept. 14, 1990.

Supreme Court E-Library

between him and the school may very well include a provision for him to continue teaching even on a part-time basis.

The teacher designated as administrative officer ordinarily serves for a definite term or at the pleasure of the school head or board of trustees or regents, depending on the rules of school and the agreement he may enter into with the institution. This appears to the Court to be the invariable practice in most private schools, the purpose being, as the Court *en banc* has also had occasion to point out, to accord to as many of the teaching staff as possible the opportunity to serve as dean, or principal, or as administrative officer of one type or another.[3] There is, to be sure, nothing whatever amiss in said practice of having teachers serve as administrative officials for a fixed term or in a non-permanent capacity. The validity of employment for a fixed period was acknowledged and affirmed by the Court *en banc* in *Brent School, Inc., et al. v. Zamora etc., et al.*,[4] in which the following pronouncement was made:

"Accordingly, and since the entire purpose behind the development of legislation culminating in the present Article 280 of the Labor Code clearly appears to have been * * * to prevent circumvention of the employee's right to be secure in his tenure, the clause in said article indiscriminately and completely ruling out all written or oral agreements conflicting with the concept of regular employment as defined therein should be construed to refer to the substantive evil that the Code itself has singled out: agreements entered into precisely to circumvent security of tenure. It should have no application to instances where a fixed period of employment was agreed upon knowingly and voluntarily 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 where it satisfactorily appears that the employer and employee dealt with each other on

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[3] *Brent School, Inc., et al., v. Zamora, etc., et al*., Feb. 5, 1990, 181 SCRA 702.

[4] *Id*, other precedents being cited, to wit: *Biboso v. Victorias Milling Co., Inc.*, 176 SCRA 250 (1977) and *J. Walter Thompson Co. (Phil.) v. NLRC*, 126 SCRA 458 (1983); *Escudero v. Office of the President*, 172 SCRA 783 (April 26, 1989); and *Labajo v. Alejandrino*, 165 SCRA 747 (Sept. 26, 1988).

Supreme Court E-Library

more or less equal terms with no moral dominance whatever being exercised by the former over the latter. Unless thus limited in its purview, the law would be made to apply to purposes other than those explicitly stated by its framers; it thus becomes pointless and arbitrary, unjust in its effect and apt to lead to absurd and unintended consequences.

Such interpretation puts the seal on *Biboso* (*v. Victorias Milling Co., Inc*., 76 SCRA 250 [1977]) upon the effect of the expiry of an agreed period of employment as still good rule — a rule reaffirmed in the recent case of *Escudero vs. Office of the President* (G.R. No. 57822, April 26, 1989 [172 SCRA 783]) * * *.

Paraphrasing *Escudero*, respondent Alegre's employment was terminated upon the expiration of his last contract with Brent School on July 16, 1976 without the necessity of any notice. The advance written advice given the Department of Labor with copy to said petitioner was a mere reminder of the impending expiration of his contract, not a letter of termination, nor an application for clearance to terminate which needed the approval of the Department of Labor to make the termination of his services effective. In any case, such clearance should properly have been given, not denied."

This is entirely consistent with the Corporation Code according to which members of the board of directors or trustees of educational institutions, and the officers elected by them, hold office for fixed five-year terms, so arranged that the terms of one-fifth (1/5) of their members expire yearly.[5]

After the teacher's stint as department head or administrative officer of the school, he has the undoubted right to resume his original, primary position as school teacher. The expiration of his term as administrative official does not operate as termination of his tenure as faculty member.

A distinction should thus be drawn between the teaching staff of private educational institutions, on the one hand — teachers, assistant instructors, assistant professors, associate professors, full professors — and department or administrative heads or officials, on the other — college or department secretaries,

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[5] Sec. 108.

Supreme Court E-Library

principals, directors, assistant deans, deans. The teaching staff, the faculty members, may and should acquire tenure in accordance with the rules and regulations of the Department of Education and Culture and the school's own rules and standards. On the other hand, teachers appointed to serve as administrative officials do not normally, and should not expect to, acquire a second or additional tenure. The acquisition of such an additional tenure is not normal, is the exception rather than the rule, and should therefore be clearly and specifically provided by law or contract.

Application of the foregoing statutory and jurisprudential principles are called for in the case at bar, the facts of which are largely undisputed.

The La Salette of Santiago, Inc., the petitioner in this case, is one of a group of educational institutions known as the La Salette School System. Also forming part of the System are the La Salette of Jones High School and La Salette College. The System is administered and operated by said *La Salette of Santiago, Inc*.[6]

Clarita Javier, private respondent, was first employed by the La Salette School System as principal of the *La Salette of Jones High School*. She was principal for three years.

Then for another period of three years, from 1969 to 1972, she was Teacher and Subject Area Coordinator of a sister school, the *La Salette of Santiago, Inc*.[7]

Afterwards, and for some seven years, from 1972 to 1979, she was a full-time college instructor of still another sister school, the *La Salette College*. For two years of that period, from 1977 to 1978, she was the Head of the College's Education and Liberal Arts Department. In the same period, she was sent by La Salette College to the De La Salle University in Manila on a study leave.

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[6] *Rollo*, pp. 129-130.

[7] *Id*., p. 130.

Supreme Court E-Library

Clarita Javier returned to La Salette College in 1979 and continued as Head of its Education and Liberal Arts Department.

In 1980 she accepted an offer to go back to *La Salette of Santiago, Inc.* as Assistant Principal. She however made known that she "did not intend to sever * * * (her) professional and business relations with La Salette College * * * (expressing the hope that her stay in the High School Department) will deepen * * * (her) insights into the field of education and therefore be of service to the La Salette College." It was no doubt pursuant to that reservation, which the School System accepted, that while serving as such Assistant Principal, she retained her teaching assignment as part-time instructor at *La Salette College*.[8]

After serving as Assistant Principal of *La Salette of Santiago, Inc.* for one year, and for another period of three years, from 1981 to 1984, Clarita Javier returned to the *La Salette College*, this time as a full time instructor. However, during the second semester of school year 1983-1984, Clarita Javier taught at *La Salette College* only on part-time basis because she was at the same time completing her doctorate degree.

In school year 1984-1985, she transferred back to *La Salette of Santiago, Inc.*, as its High School Principal. She served as Principal in school year 1985-1986, too.[9]

It appears that in accordance with the rules of the petitioner's School System, the term of a principal of a high school department is two years. Thus, after Clarita Javier had served as principal for a year, 1984-1985, she was extended a written appointment for another year, 1985-1986, to complete the two year term. The appointment specified her term as Principal to be from "June 1, 1985 to May 31, 1986." During her two-year stint as High School Principal, Clarita Javier continued as professor on a part-time basis at the Graduate School and College Department of *La Salette College*.[10]

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[8] *Id.*, p. 131.

[9] *Id.*, pp. 7, 106, 131.

[10] *Id.*, p. 8.

Supreme Court E-Library

On June 9, 1986, some days after the expiration of her term and before the opening of classes for school year 1986-1987, Clarita Javier received a letter from the Executive Secretary of the Board of Trustees of the La Salette School System instructing her to report to *La Salette College*. Sister Saturnina Pascual was named to replace her as principal. Sister Saturnina is described by Clarita Javier as "a religious nun of lesser academic qualifications who had been *assigned to the school on and off*."[11]

On June 11, 1986, Clarita wrote to the Board of Trustees of La Salette of Santiago, Inc. complaining of the suddenness of her removal from the post of principal. She received no reply. However, on the same day, she received a letter from Ms. Yco, head of the Education Department of La Salette College, advising her of her teaching load of 12 units in that department.

Clarita went to Fr. Constante Dannog, Acting Chairman of the Board of Trustees and Director of La Salette of Santiago High School. According to her, he said that he was new to the position and could not give an explanation for the Board's decision not to continue with her services as high school principal, but that he saw no alternative but to implement that decision of the Board.

On June 18, 1986, Clarita filed a complaint for illegal dismissal against La Salette of Santiago, Inc.

On June 20, 1986, she received a letter from the President of La Salette College, Fr. Romeo Gonzales, assuring her that there would be neither diminution of compensation nor loss of seniority in her transfer from the high school to the department of education of the college. Nonetheless Clarita refused to accept the termination of her services as principal; she refused to report for her teaching assignments at the education department, choosing instead to litigate for vindication of her right to retain the position of principal of the High School of La Salette of Santiago.

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[11] *Id*., p. 117; private respondent's memorandum, p. 5.

Supreme Court E-Library

After hearing, the Executive Labor Arbiter rendered judgment on January 26, 1987 in Clarita Javier's favor. The dispositive part of the decision reads as follows:

"WHEREFORE, a DECISION should be, as it is hereby entered in the above-entitled case ORDERING respondent LA SALETTE OF SANTIAGO, INC. to REINSTATE complainant CLARITA JAVIER to her former position as Principal of its High School Department, without loss of seniority rights and with full back wages in the amount of FIFTEEN THOUSAND SIX HUNDRED THIRTY-SEVEN PESOS & 50/100 (₱15,637.50) within ten (10) calendar days from receipt hereof plus ONE THOUSAND FIVE HUNDRED SIXTY-THREE PESOS & 75/100 (₱1,563.75) to her lawyer as attorney's fee, the amount being 10% of the award."

La Salette of Santiago, Inc. appealed to the National Labor Relations Commission. The latter affirmed the Labor Arbiter's decision by Resolution promulgated on November 18, 1987.[12] The Commission's Resolution pointed out that:

"* * *. While it is true that it is within managerial prerogative to transfer employees from one position or work place to another where their services are strategically needed, the said right to transfer is always subject to the rights of the employees to good human conditions. Here it has been stated as a fact that the complainant, by the intended transfer, was so much distressed that she found herself subjected to inhuman treatment or that she has been treated as an object or dehumanized. This critical point was not refuted by the respondent, which merely depended upon its managerial prerogatives. But as we have intimated above, the exercise of that right should not prejudice the worker's right to good and human working conditions."

The Commission subsequently denied La Salette's motion for reconsideration, by resolution dated February 18, 1988. Hence, this petition for *certiorari* by the latter.

There is no question that upon the facts, Clarita Javier had acquired security of tenure as a teacher in the School System

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[12] *Id*., pp. 20-22; the decision was written for the Commission by Commissioner Mirasol Viniegra-Corleto.

Supreme Court E-Library

of La Salette of Santiago, Inc. She has served as a member of the faculty on a full time basis for considerably longer than the minimum period of three consecutive years prescribed by the Manual of Regulations for Private Schools. And that her services as teacher were adjudged to be satisfactory is clear from the fact that her employer had not only retained her as teacher but also assigned her to various administrative posts during the entire period of twenty (20) years of her connection with the institution.

The question, however, is whether or not she had also acquired permanency, or tenure, in the position of high school principal of the educational system of La Salette of Santiago, Inc. To that question a negative answer must perforce be given. As earlier discussed, unlike teachers (assistant instructors, instructors, assistant professors, associate professors, full professors) who aspire for and expect to acquire permanency, or security of tenure, in their employment, as faculty members, teachers who are appointed as department heads or administrative official (*e.g.*, college or department secretaries, principals, directors, assistant deans, deans) do not normally, and should not expect to, acquire a second status of permanency, or an additional or second security of tenure as such officer. The acquisition of such an additional tenure, to repeat, is not consistent with normal practice, constitutes the exception rather than the rule, and may take place only where categorically and explicitly provided by law or agreement of the parties.

This general usage in private educational institutions of appointing faculty members to administrative posts for a fixed duration or on a temporary or non-permanent basis, is shown to have been of particular application to Clarita Javier. While serving more or less continuously as a teacher in the school system of La Salette of Santiago, Inc., she was at various times designated, and willingly served, as administrative officer of one department or another. For three years (1966 to 1969), she was the Principal of La Salette of Jones High School. For the next three years (1969-1972) she worked as teacher and Subject Area Coordinator of a sister school, La Salette of Santiago. Thereafter, from 1973 to 1980, she was employed as a full-time instructor in still another sister corporation, La Salette

Supreme Court E-Library

College; and for two years of that period, she served as the Head of the Department of Education and Liberal Arts. From 1981 to 1984, she was assigned as Assistant Principal of La Salette of Santiago High School, concurrently with her work as part-time instructor in La Salette College. And for the last two years of her connection with the La Salette School System, from 1984-1986, she was designated anew as the High School Principal of La Salette of Santiago. As already stated, she thereafter refused to accept assignment as instructor in La Salette College, insisting that she had acquired security of tenure as High School Principal of La Salette of Santiago.

What is immediately apparent from this second look at the material facts is that while Clarita Javier's work as teacher in the La Salette School System was more or less continuous, or was evidently intended to be on a permanent basis, her assignment in one administrative office or another — *i.e.*, as high school principal, subject area coordinator, head of a college department, assistant principal — was not. In these administrative posts, she served in a non-permanent capacity, either at the pleasure of the school or for a fixed term. She could not but have become aware of the pattern in her employment relationship with her employer, of the duality in the nature of her employment, particularly of the non-permanent character of her stints in the administrative positions to which she was designated.

There was therefore no cause for her to believe that security of tenure could be obtained by her in any of the administrative positions she held at one time or another. On the contrary, the temporariness of her occupancy of those administrative offices must have become quite apparent to her, in light of the facts. Nor is there any showing that she had been compelled in any way to accept the administrative positions offered to her, or that she was so situated as to be unable to express her own will on the matter. On the contrary, the evidence indicates that she felt herself free to assert her preferences in accepting offers of administrative assignments. As already stated, when she acceded to the request that she return to *La Salette of Santiago, Inc*., as Assistant Principal in 1980, she manifested

Supreme Court E-Library

that she "did not intend to sever * * * (her) professional and business relations with La Salette College * * * (and expressed the hope that her stay in the High School Department) will deepen * * * (her) insights into the field of education and therefore be of service to the La Salette College." In other words, she was fully aware that her stint as Assistant Principal of the High School was merely temporary, and she intended to return to the La Salette College thereafter; in fact, this is why, while serving as such Assistant Principal, she continued to teach, part-time, at *La Salette College* in the first semester of school year 1980-1981.

It thus appears to the Court that the practice and policy in the La Salette School System — that administrative positions are held by faculty members only on a temporary or non-permanent basis, either for a fixed term or at the pleasure of the School Head or Board of Regents — must be upheld, being entirely in accord with prevailing usage and rule in private schools and corporations, and with case law.

The Court is unable to understand the *rationale* of the respondent Commission's challenged judgment. The Commission concedes that it was within the School's managerial prerogative to transfer Clarita Javier and other employees "from one position or work place to another where their services are strategically needed." Yet it opined that Clarita's intended transfer caused her so much distress; "she found herself," the Commission asserts, "subjected to inhuman treatment or what she has been treated as an object or dehumanized (sic)"; the exercise by the School of its managerial prerogatives had caused prejudice to "the worker's right to good and human working conditions." The Court cannot conceive how, in the context of the history of Clarita Javier's employment relationship with the La Salette School System, the notification to her of the expiration of her term as High School Principal — which was the third or fourth time that such an expiration of her stint in one administrative office or another had taken place — accompanied by advice of her teaching assignment in the college department, could

Supreme Court E-Library

possibly constitute an infringement of her "right to good human working conditions," or be construed as subjecting her "to inhuman treatment," or treatment of her "as an object or dehumanized (sic)." The School's acts simply followed exactly the same pattern already laid out in its employment relationship with Clarita Javier. The respondent Commission's conclusion is thus shown, upon analysis, to be nothing but rhetoric of hyperbolic character, finding no justification whatever in the facts, or in law or logic. It will thus have to be, as it is hereby, rejected, as having been rendered with grave abuse of discretion amounting to excess of jurisdiction.

WHEREFORE, the petition is granted; and the Resolution promulgated on November 18, 1987 by the respondent National Labor Relations Commission, affirming the decision of the Executive Labor Arbiter of January 26, 1987, is ANNULLED AND SET ASIDE, reserving to private respondent Clarita Javier the option to retain her position as faculty member of the petitioner institution which she must exercise not later than the opening of school year 1991-1992. No pronouncement as to costs.

SO ORDERED.

Cruz, Gancayco, Griño-Aquino, and *Medialdea, JJ.*, concur.

SECOND DIVISION

[G.R. No. 89007. March 11, 1991]

JUAN C. CARDONA, representing all former employees of the COMMERCIAL BANK & TRUST COMPANY (COMTRUST), *petitioners*, *vs.* **THE HON. NATIONAL LABOR RELATIONS COMMISSION and THE BANK OF THE PHILIPPINE ISLANDS (BPI),** *respondents*.