Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

KAREN G. JASO,
Petitioner,

- *versus* -

METROBANK & TRUST CO., ROWENA B. DE GRANO, VIVIAN LEE-TIU, MARIA ZARAH C. HERNANDEZ, AND FABIAN S. DEE,
Respondents.

G.R. No. 235794

Present:

LEONEN, *J., Chairperson,*
HERNANDO,
INTING,
DELOS SANTOS, and
LOPEZ, J., *JJ.*

Promulgated:

May 12, 2021
MisDCBatt

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DECISION

INTING, *J.*:

Before the Court is a Petition for Review on *Certiorari*[1] assailing the Decision[2] dated September 13, 2017 and the Resolution[3] dated November 23, 2017 rendered by the Court of Appeals (CA) in CA-G.R. SP No. 136398 which affirmed the Decision[4] dated January 30, 2014 and the Resolution[5] dated May 28, 2014 of the National Labor Relations Commission (NLRC) in NLRC NCR Case No. 01-01053-13/NLRC LAC No. 05-001674-13. The NLRC vacated and set aside the Decision[6] dated May 2, 2013 of the Labor Arbiter (LA) and found Karen G. Jaso (petitioner) to have been validly dismissed by respondent Metrobank & Trust Co. (Metrobank).

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[1] *Rollo*, Vol. 1, pp. 10-66.
[2] *Id.* at 70-87; penned by Associate Justice Leoncia Real-Dimagiba with Associate Justices Apolinario D. Bruselas, Jr. and Ma. Luisa Quijano-Padilla, concurring.
[3] *Id.* at 89-90; penned by Associate Justice Leoncia Real-Dimagiba with Associate Justices Rodil V. Zalameda (now a member of the Court) and Zenaida T. Galapate-Laguilles, concurring.
[4] *Id.* at 543-554; penned by Presiding Commissioner Grace E. Maniquiz-Tan with Commissioners Dolores M. Peralta-Beley and Mercedes R. Posada-Lacap, concurring.
[5] *Rollo*, Vol. 2, pp. 617-619.
[6] *Rollo*, Vol. 1, pp. 329-339; penned by Labor Arbiter Marcial Galahad T. Makasiar.

The Antecedents

This case stemmed from a complaint for illegal dismissal with prayer for reinstatement, payment of full backwages, damages, and attorney's fees filed by petitioner against Metrobank and its officers, Fabian S. Dee (Dee), Vivian Lee-Tiu (Lee-Tiu), Rowena B. De Grano (De Grano), and Maria Zarah C. Hernandez (Hernandez).

In her Complainant's Position Paper,[7] petitioner alleged the following:

Petitioner was hired by Metrobank as a Management Trainee on July 16, 2012. On January 2, 2013, Hernandez, Head of Employee Relations Division, issued a Show Cause Order[8] charging her with "*Gross and habitual negligence in the performance of Official Duties, Unprofessional behavior, and Unauthorized absences/Non-disclosure of material information/Dishonesty.*" Petitioner submitted a Letter[9] of explanation dated January 9, 2013 refuting the charges against her. In a Letter[10] dated January 14, 2013, Hernandez dismissed petitioner from employment effective January 15, 2013.[11]

Petitioner further alleged that: (1) her termination was unjust, invalid, and carried out without observance of due process;[12] (2) Metrobank did not afford her any job orientation to effectively discharge her task;[13] and (3) when she received the notice of termination on January 14, 2013, she was already a regular employee of Metrobank having been in the service for more than six months as of January 12, 2013.

In its Position Paper,[14] Metrobank averred the following:

Petitioner initially applied for the position of Compensation

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7 *Id.* at 125-170.
8 *Id.* at 113-116.
9 *Id.* at 117-122.
10 *Id.* at 123-124.
11 *Id.* at 124.
12 *Id.* at 144.
13 *Id.* at 145.
14 *Id.* at 215-237.

Officer. During the job interview, De Grano, Deputy Head of Employee Services Division, explained to petitioner that she lacked the necessary qualifications to be hired outright as a Compensation Officer; and that they could only offer her the position of Management Trainee, which is a probationary employment.[15] De Grano further explained to her that if she qualifies for regularization upon meeting the skills and attitude expected of her, she will be endorsed for the Officership's Development Program.[16]

Petitioner agreed, thus Metrobank hired her as a Management Trainee on July 16, 2012.[17]

Metrobank explained to petitioner the standards to be met to become a regular employee and furnished her with copies of the following documents: 1) Performance Appraisal Management System Sheet;[18] 2) Orientation Checklist;[19] and 3) the Key Result Areas[20] of a management trainee, indicating the corresponding rating standard for regularization which is at least 3.0. Petitioner committed to achieve the standards for regularization and signed the foregoing documents on July 25, 2012.[21] Petitioner also attended seminars on how to qualify as a regular employee, one of which was the New Employees Orientation held on August 1 to 3, 2012 where the criteria for regularization were discussed.[22]

At the time of petitioner's engagement, Metrobank informed her that she needs to achieve an overall performance rating of at least 3.0 to become a regular employee and undergo the Officer's Development Program to become a Compensation Officer; and that an appraisal rating of "Below Meets Standard" or lower will not afford her employment regularization and would also mean termination of her probationary employment.[23]

Metrobank alleged that petitioner's performance from July 16,

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[15] See Affidavit of Rowena B. De Grano dated April 3, 2013, *id.* at 240.
[16] *Id.*
[17] *Id.*
[18] *Id.* at 246.
[19] *Id.* at 247.
[20] *Id.* at 248-252.
[21] *Id.* at 217-218.
[22] *Id.* at 218.
[23] *Id.* at 218-219.

2012 to December 2012 was assessed to determine her fitness to become a regular employee. However, her overall performance appraisal rating was only 2.21, which is equivalent to the descriptive rating of "Below Meets Standard."[24] Likewise, petitioner was found lacking in skills and attitude to become an officer of the bank based on her Core Competency Assessment[25] as of December 26, 2012.

Metrobank further alleged that petitioner displayed improper behavior on December 17, 2012. On said date, De Grano called the attention of petitioner on account of the critical errors she committed in a banking document called "*RF Regularization Evaluation Sheets*" and to inform her of her disqualification to join the Officership Development Program. Upon learning the news, petitioner reacted, "[*h*]*indi ko na po kaya ito!*" and left the meeting. De Grano asked petitioner to explain her outburst, but petitioner suddenly threw her belongings around.[26]

Ruling of the LA

In the Decision[27] dated May 2, 2013, the LA ruled in favor of petitioner and ordered Metrobank to: (1) reinstate her under the same terms and conditions before her dismissal; and (2) pay petitioner back wages of ₱80,136.00, computed from the date of the LA Decision plus 10% attorney's fees.[28] The LA exonerated Dee, Lee-Tiu, De Grano, and Hernandez from all liabilities.[29]

The LA held that petitioner's six-month probationary employment commenced on July 16, 2012, "*thus, valid until 16 December 2012*;"[30] that her performance appraisal was belatedly made on December 26, 2012, or ten days after the expiration of her probationary employment, and thus, she already became a regular employee who never had the opportunity to be informed if she truly failed to comply with the regularization standards of Metrobank; and that "*the absence, ergo, of a just cause or an authorized cause regarding* [*petitioner's*] *dismissal marred the same with illegality.*"[31]

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[24] *Id.* at 220.
[25] *Id.* at 253.
[26] *Id.* at 218-219.
[27] *Id.* at 329-339.
[28] *Id.* at 337.
[29] *Id.* at 338.
[30] *Id.* at 332.
[31] *Id.* at 333.

Aggrieved, Metrobank appealed to the NLRC,[32] while petitioner partially appealed the LA's ruling exonerating respondents De Grano, Hernandez, Dee, and Lee-Tiu from all liabilities.

Ruling of the NLRC

In the Decision[33] dated January 30, 2014, the NLRC found petitioner's partial appeal bereft of merit and Metrobank's appeal meritorious. It disagreed with the LA that petitioner became a regular employee of Metrobank as early as December 16, 2012; that her six-month probationary employment commenced on July 16, 2012; and that her employment expired on January 17, 2013.[34] In so ruling, the NLRC cited Article 13[35] of the Civil Code of the Philippines which states that in computing the period, the first day shall be excluded and the last day included.

The NLRC also pointed out that petitioner was informed of the standards to become a regular employee as shown by the Orientation Checklist, which she signed; it enumerated all the materials given to her and the orientations she underwent on July 25, 2012.[36] The NLRC likewise found Metrobank to have complied with the basic requirements of due process in ending petitioner's probationary employment.

Petitioner moved for reconsideration, but the NLRC denied it in the Resolution[37] dated May 28, 2014.

Petitioner filed a Petition for *Certiorari*[38] with the CA praying that the LA Decision be reinstated with modification in that De Grano and

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[32] See Memorandum of Appeal (re: Decision dated 2 May 2012), *id* at 348-365.

[33] *Id.* at 543-554.

[34] *Id.* at 550.

[35] Article 13 of the Civil Code of the Philippines:

> Art. 13. When the laws speak of years, months, days or nights, it shall be understood that years are of three hundred sixty-five days each; months, of thirty days; days, of twenty-four hours; and nights from sunset to sunrise.
>
> If months are designated by their name, they shall be computed by the number of days which they respectively have.
>
> In computing a period, the first day shall be excluded, and the last day included.

[36] *Rollo*, Vol. 1, p. 551.

[37] *Rollo*, Vol. 2, pp. 617-619.

[38] *Id.* at 621-678.

Hernandez be held jointly and solidarily liable with Metrobank for illegal termination; and that respondents be directed to pay her backwages, attorney's fees, moral and exemplary damages of not less than ₱1,000,000.00.[39]

Ruling of the CA

In the Decision[40] dated September 13, 2017, the CA dismissed the Petition for *Certiorari* for lack of merit and upheld the NLRC. It ruled that the NLRC did not gravely abuse its discretion when it vacated and set aside the ruling of the LA, explaining as follows:

> x x x Jasc had more than sufficient knowledge of the standards her job entails since Metrobank had not been remiss in reminding her of the standards against which her performance shall be assessed and evaluated and of the fact that her regularization would depend on her ability and capacity to fulfill the requirements of her position as a Management Trainee such that failure to adequately perform the same would lead to her non-regularization and the eventual termination of her probationary employment. Indeed, Metrobank substantially complied with the rule on notification of standards.[41]

Petitioner filed a Motion for Reconsideration,[42] but the CA denied it in the Resolution[43] dated November 23, 2017.

Hence, the instant petition.

Petitioner imputes error on the part of the CA in ratiocinating that "*there could be no illegal dismissal to speak of as [petitioner's] probationary employment was validly terminated for her failure to qualify as a regular employee, as evidenced by her low performance rating, other infractions committed, and attitude below par compared to the company's standard required of her.*"[44]

Petitioner argues that Metrobank presented no proof of the alleged

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39 *Id.* at 678.
40 *Rollo*, Vol. 1, pp. 70-87.
41 *Id.* at 81-82.
42 *Id.* at 93-108.
43 *Id.* at 89-90.
44 *Id.* at 35.

performance standards to be met and contends that she was not apprised of any performance criteria at the time of her engagement.

Moreover, she avers that her termination from employment is baseless as Metrobank has no proof of the infractions she allegedly committed.

Ruling of the Court

The petition is without merit.

Petitioner was apprised of the standards that she must meet at the time of her engagement.

Article 296 [Formerly 281] of the Labor Code of the Philippines (Labor Code), as amended, provides:

> 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.

Likewise, Section 6(d) of Rule VIII-A of the Amending the Rules Implementing Books III and VI of the Labor Code, As Amended,[45] provides:

> SECTION 6. *Permissible contracting or subcontracting.* x x x
> x x x
> (d) In all cases of probationary employment, the employer shall make known to the employee the standards under which he will qualify as a regular employee at the time of his engagement. Where no standards are made known to the employee at that time, he shall be deemed a regular employee.
> x x x

[45] Department of Labor and Employment Department Order No. 10, Series of 1997

An employee on probation is on trial for an employer, during which the latter determines whether or not the employee is qualified for regular employment. During this period, the employer is given the chance to observe the fitness of an employee while at work to ascertain his efficiency and productivity. The probationary employee, on the other hand, seeks to show his employer that he has the competence to meet reasonable standards for regular employment.[46] It is primordial that at the start of the probationary period, the standards for regularization be made known to the probationary employee.[47]

In *Abbott Laboratories, Phils., et al. v. Alcaraz*,[48] an employer is deemed to have made known the standards that would qualify a probationary employee to be a regular employee when it has exerted reasonable efforts to apprise the employee of what he/she is expected to do or accomplish during the trial period of probation. This goes without saying that the employee is sufficiently made aware of his/her probationary status as well as the length of time of the probation.[49]

In the case, the record shows that petitioner was made aware of the six-month probationary character of her employment. Petitioner herself admitted in her Letter dated January 9, 2013 that she did not right away accept the Management Trainee position because this would mean being on probation status for a couple of months.[50] Upon acceptance of the Management Trainee position, petitioner's Employment Agreement[51] with Metrobank specifically stated that she was to be placed on probation for six months.

Record also discloses that petitioner was notified of her job requirements. On July 25, 2012, she received an Orientation Checklist[52] wherein she confirmed receipt of the following documents: (a) Job Description of the employee; (b) Human Resource Management Group (HRMG) Personnel Policy Manual; (c) HRMG Operating Manual; (d) CBA Handbook; and (e) Employee's Performance Appraisal

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[46] See *De La Salle Araneta University, Inc. v. Magdurulang*, 820 Phil. 1133 (2017).
[47] *Univac Development, Inc. v. Soriano*, 711 Phil. 516, 526-527 (2013), citing *Tamson's Enterprises, Inc., et al.v. CA, et al.*, 676 Phil. 384 (2011).
[48] 714 Phil. 510 (2013)
[49] *Id.* at 533.
[50] *Rollo*, Vol. 1, p.177.
[51] *Id.* at 171-172.
[52] *Id.* at 247.

Management System sheet. In the Orientation Checklist, she also confirmed having attended a detailed orientation of the above-mentioned documents wherein the criteria for regularization, such as the company's expectations on her attitude, pro-activeness, ability to work under pressure and work output quality, were also discussed.[53]

Petitioner confirmed her awareness of the company's performance appraisal rating as early as July 2012, signifying her understanding that her performance is subject to appraisal. In her Letter[54] dated January 9, 2013, she stated:

> x x x Vivian Lee-Tiu told Emmanuel Pascual to teach me all the ["]Business as usual["] first for it is difficult to absorb all at once. She also removed the Foreign Offices function from me. In short, I absorbed the functions of the Compensation staff who resigned, which are the JO promotions and the business as usual. **During that time, Emmanuel Pascual gave my Performance Appraisal rating form.** Then, on July 31, 2012, Emmanuel Pascual left Metrobank. x x x[55] (Emphasis supplied.)

It must be stressed that Metrobank hired petitioner as a Management Trainee. Significantly, Management Trainees are hired to work and train alongside managers and executives with the intention that one day they will become a manager within the organization.[56] Due to the nature and variety of these managerial functions, it is already sufficient that they are informed of their duties and responsibilities, the adequate performance of which is the inherent and implied standard for regularization;[57] this is unlike other jobs, such as in sales, where a quantitative regularization standard, like a sales quota, is readily articulable to the employee at the outset.[58]

In the case, the record shows that petitioner was informed of her duties and responsibilities as a Management Trainee and was also apprised of what was expected of her to accomplish as a probationary employee. On one occasion, she was informed that she would be

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[53] *Id.*
[54] *Id.* at 177-182.
[55] *Id.* at 178.
[56] Indeed Editorial Team, February 23, 2021, *What is a Management Trainee?* <https://www.indeed.com/career-advice/finding-a-job/what-is-management-trainee> (last accessed May 24, 2021).
[57] *Abbott Laboratories, Phils. v. Alcaraz*, 733 Phil. 637, 657 (2014).
[58] *Id.*

handling not only compensation matters but also "*Foreign Offices*" functions. In her Letter dated January 9, 2013, she narrated "*Rowena De Grano told me before she left for London that, Karen, pagbalik ko dapat alam na alam mo na yung Foreign Offices ah x x x.*"[59]

Another instance was when Lee-Tiu informed petitioner through De Grano to make a "*Proposal to Mancom*" which shall be considered as petitioner's pre-regularization project. Unfortunately, Metrobank found petitioner's performance to be unsatisfactory. She admitted in her letter that De Grano noticed her lack of proficiency in writing and allegedly gave her the remark, "[*p*]*ansin ko, hindi ka marunong magsulat! Eh di ba may Master's ka naman.*"[60]

All things considered, there is substantial evidence to hold that petitioner was indeed sufficiently apprised of the reasonable standards to be met to qualify as a regular employee. The quantum of proof which the employer must discharge is merely substantial evidence which, as jurisprudence pronounces, means that amount of relevant evidence as a reasonable mind might accept as adequate to support a conclusion, even if other minds, equally reasonable, might conceivably opine otherwise.[61] To the Court's mind, this threshold of evidence was satisfied by Metrobank.

Petitioner failed to qualify as a regular employee in accordance with the standards for regularization.

A probationary employee, like a regular employee, enjoys the security of tenure.[62] However, in cases of probationary employment, aside from just or authorized causes of termination, an additional ground is provided under Article 295 of the Labor Code, *i.e.*, the probationary employee may also be terminated for failure to qualify as a regular employee in accordance with the reasonable standards made known by the employer to the employee at the time of the engagement.[63] Thus, the

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[59] *Rollo*, Vol. 1, p. 178.

[60] *Id.* at 120.

[61] *PNOC-Energy Development Corp. v. Estrella*, 713 Phil. 560 (2013).

[62] *Abbott Laboratories, Phils., et al. v. Alcaraz*, *supra* note 48 at 532.

[63] *Id.* at 532-533, citing *Robinsons Galleria/Robinsons Supermarket Corp. and/or Manuel v. Ranchez*, 655 Phil. 133, 139 (2011).

services of an employee who has been engaged on a probationary basis may be terminated for any of the following: (a) a just or (b) an authorized cause; and (c) when he fails to qualify as a regular employee in accordance with reasonable standards prescribed by the employer.[64]

In the case, not only did petitioner have a failing mark of 2.21 that fell under the "Below Meet Standards" rating when her performance was appraised, she also violated bank policies when she failed to detect the errors in the document called "*RF Regularization Evaluation Sheets*." In the form, she wrote "*Promotion Criteria*" instead of "*Regularization Criteria*." She also made it appear that two probationary employees underwent training on specific dates when in fact they did not. Further, she also made allegations that other employees incurred job-related cash accountabilities when these employees were never made to handle cash. While petitioner admitted her lapses, she gave as an excuse the fact that all the other previous employees also made similar mistakes.[65]

Petitioner likewise committed misconduct and improper behavior during her trial period by being unprofessional and childish towards her superior De Grano on December 17, 2012. She confirmed and narrated the incident in her Letter dated January 9, 2013, *viz.*:

> Going back to the incident last December 17, 2012, I returned to my area and got my hanky. Rowena De Grano shouted and said *"hindi pa tayo tapos, bumalik ka dito!"* I hid in my area and tried to stop crying. She went to my area and said that I was making a scene. I answered, *"wala naman po akong ginagawa"*. I did not sit on my chair; I squatted because I do not want to be seen. She was the one making a scene because she was shouting to be heard by the whole department. She was holding my elbow and forcing me to stand. I was then forced to go to her inside the conference room because she kept on shouting.
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> Inside the conference room, she continued to shout. She said, "In my entire career I have not experienced like this before, you are unprofessional and with attitude problem". She forced me to speak so I shouted, "Ang hirap sa inyo, parang wala na akong ginawang tama dito." After that, she let Arwin Umali leave the conference room.
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> She let me calm first and said that I should have not shouted in the presence of Arwin Umali. She said that in few minutes time, the whole HR will know what happened to me.

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[64] *Id.*

[65] *Rollo*, Vol. 1, p. 119.

Furthermore, petitioner incurred absences from December 18, 2012 to January 14, 2013 without filing a leave of absence. In justifying her unauthorized absences, she intimated that filing a leave of absence would be useless because its approval usually takes a month or two to secure, *viz.*:

> I am aware that I need to file my leave in e-Attendance. x x x For your information, the Employee Services Division's leaves and overtime from August to October were only approved by her last November. Before I left, Employee Services Division's leaves and overtime for November and December were not yet approved. Even if I applied earlier, she cannot approve it right away.[66]

From the foregoing, petitioner offered glimpses of her disrespectful attitude toward her superiors and her propensity to disregard established company policies and bank rules. As such, the Court finds substantial evidence that petitioner indeed failed to qualify as a regular employee following Metrobank's standards for regularization.

Petitioner was still a probationary employee on the date of her termination.

Petitioner now contends that having been engaged on July 16, 2012, her six-month probationary contract was completed on January 12, 2013. Hence, she was already a regular employee at the time of her dismissal on January 15, 2013.

On this issue, the ruling of the Court in *Alcira v. National Labor Relations Commission*[67] (*Alcira*), citing *CALS Poultry Supply Corp. v. Roco*[68] (*CALS Poultry*), is instructive, *viz.*:

> Petitioner insists that he already attained the status of a regular employee when he was dismissed on November 20, 1996 because, having started work on May 20, 1996, the six-month probationary period ended on November 16, 1996. According to petitioner's

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[66] *Id.* at 182.
[67] 475 Phil. 455 (2004).
[68] 434 Phil. 720 (2002).

> computation, since Article 13 of the Civil Code provides that one month is composed of thirty days, six months total one hundred eighty days. As the appointment provided that petitioner's status was "probationary (6 mos.)" without any specific date of termination, the 180th day fell on November 16, 1996. Thus, when he was dismissed on November 20, 1996, he was already a regular employee.
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> Petitioner's contention is incorrect. In *CALS Poultry Supply Corporation, et al. vs. Roco, et al.*, this Court dealt with the same issue of whether an employment contract from May 16, 1995 to November 15, 1995 was within or outside the six-month probationary period. We ruled that November 15, 1995 was still within the six-month probationary period. We reiterate our ruling in *CALS* Poultry Supply:
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> > (O)ur computation of the 6-month probationary period is reckoned from the date of appointment *up to the same calendar date of the 6th month following*. (italics supplied)
>
> In short, since the number of days in each particular month was irrelevant, petitioner was still a probationary employee when respondent Middleby opted not to "regularize" him on November 20, 1996.[69]

Petitioner was hired on July 16, 2012 for a six-month probationary contract; thus, her probation should last until January 16, 2012, the same calendar date of the 6th month following July 16, 2012. Indubitably, following the principle in *Alcira* and *CALS Poultry*, petitioner was not yet a regular employee and was still on probation when Metrobank terminated her employment on January 15, 2013.

Assuming *arguendo* that petitioner was already a regular employee on the day of her termination on January 15, 2013, Metrobank, still, had validly effected her dismissal from the service.

It is well settled that the usual two-notice rule does not apply when dismissal is brought about by the failure of an employee on probation to meet the standards of the employer.[70] While it is already sufficient that a written notice is given to the probationary employee, within a reasonable time from the date of termination,[71] Metrobank still applied the two-

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[69] *Alcira v. National Labor Relations Commission, supra* note 67 at 462.

[70] *Garangan v. Specified Contractors and Development, Inc.*, G.R. No. 231110 (Notice), February 7, 2018.

[71] *Id.*

notice rule in favor of petitioner. Metrobank served on her a Show Cause Letter[72] on January 2, 2013 informing her of her infractions and affording her the chance to explain her side within five days from notice. Finding petitioner's explanation in her Letter dated January 9, 2013 unsatisfactory, Metrobank sent her a second notice dated January 14, 2013 informing her of her termination effective January 15, 2013. By all accounts, petitioner's dismissal from service was effected with the observance of due process. Thus, the Court finds no bad faith on the part of Metrobank in dismissing petitioner.

In *Wise and Co., Inc. v. Wise & Co., Inc. Employees Union-NATU*,[73] the Court held:

> x x x it is the prerogative of management to regulate, according to its discretion and judgment, all aspects of employment. This flows from the established rule that labor law does not authorize the substitution of the judgment of the employer in the conduct of its business. Such management prerogative may be availed of without fear of any liability so long as it is exercised in good faith for the advancement of the employers' interest and not for the purpose of defeating or circumventing the rights of employees under special laws or valid agreement and are not exercised in a malicious, harsh, oppressive, vindictive or wanton manner or out of malice or spite.[74] (Citations omitted)

All told, petitioner's termination from employment was valid and considered as Metrobank's exercise of management prerogative.

WHEREFORE, the petition is **DENIED**. The Court of Appeals Decision dated September 13, 2017 and the Resolution dated November 23, 2017 in CA-G.R. SP No. 136398 are **AFFIRMED**.

SO ORDERED.

HENRI JEAN PAUL B. INTING
Associate Justice

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[72] *Rollo*, Vol. 1, 117-122.
[73] 258-A Phil. 316 (1989).
[74] *Id.* at 321-322.

WE CONCUR:

MARVIC M.V.F. LEONEN
Associate Justice
Chairperson

RAMON PAUL L. HERNANDO
Associate Justice

EDGARDO L. DELOS SANTOS
Associate Justice

JHOSEP Y. LOPEZ
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARVIC M.V.F. LEONEN
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice