e-ISSN 2795-3257
p-ISSN 2795-3236

10.5281/zenodo.8195001 Vol. 06 Issue 08 August - 2023 Manuscript ID: #0961

MANAGEMENT PREROGATIVES AND EMPLOYEE BENEFITS

Leo Roswald Mangle Tugonon, MM, JD, PALOMPON INSTITUTE OF TECHNOLOGY, COLLEGE OF ARTS AND SCIENCES, BUSINESS ADMINISTRATION, COLLEGE OF GRADUATE STUDIES, email: waldytugonon@gmail.com

Nikki Shane Moron Tugonon, MM, PALOMPON INSTITUTE OF TECHNOLOGY, BS HOSPITALITY MANAGEMENT DEPARTMENT, COLLEGE OF ARTS AND SCIENCES email address: nikkishanemorpon105@gmail.com

Corresponding author: waldytugonon@gmail.com

ABSTRACT

Employers and employees have rights and privileges that are guaranteed and protected by laws and for things to go well in the workplace, both must adhere to and respect the same. This study focused on the management's decision to discontinue the giving of summer incentive pay to the employees. This topic is significant because of the discussion of the circumstances and experiences of the participants who have been affected by the removal of monetary benefits they previously enjoyed. The data used is derived from completed case study.This research study is qualitative in nature and used the doctrinal analysis method because doctrines, statutes, and jurisprudence are analyzed in relation to the factual events that transpired. This analysis provides a solid foundation before beginning any theoretical critique of the law or empirical study about the law in operation, and it is the researcher's responsibility to confirm the legitimacy and status of the legal doctrine being examined. Findings revealed that the laws, and jurisprudence relating to management prerogative are consistent and clear in giving the limitations on the exercise of the management prerogative.

KEYWORDS

Management Prerogative, Jurisprudence, Doctrinal Analysis, Employee Benefit, Philippine Supreme Court Decision

INTRODUCTION

In response to recent economic crises, employers in many industrialized nations have sought greater flexibility in terms of working hours, compensation, and employment conditions.(O'Sullivan et al., 2021). This presupposes the exercise of the employers managerial prerogative and thus become a trend in employment relation. In foreign jurisdiction, government authorities in developed countries exercsied their legitimate power to at least make the necessary changes to public sector pay, employee benefits and employment terms and conditions. (Bach and Bordogna, 2013; Freeman and Han, 2012; Lewin et al., 2012). Management prerogative has become an employer practice and is exercised to keep a business competitive and efficient, without the consent of employees, who cannot refuse these changes and may be fairly dismissed if they try to do so. However, if the employer needs to change the terms and conditions of the employment contract, it must negotiate with the employees (Kanamugire, J. C. (2014).

In Radzi et.al, 2015, the study finds that the management prerogative principle needs to be redefined in order to give some space for employees to be actively involved in the decision-making process in line with the current national agenda, which encourages participation from the employer and employee and relevant representative such as trade union. Relatively, this signifies that an employer-employee relationship is vital in this aspect particualrly in the interpretation of what is management right and how does it affect employee benefit.

But very important to take note the existence of a contract of employment as it defines employee rights and limtiations. However, in another related study, it explains that there are many instances where a contract of employment tends to be favourable to the employer, leaning towards exploitation of the employee, and does not depict a true contractual bargain between the parties involved (Parasuraman, 2014). Such exploitation may cause an employee to resign and seek other opportunities (Kamal & Mir, 2013). Besides terms and condition that relate to specified details and tasks to be carried out by the employee, employers also include such terms and conditions relating to their managerial rights, which allow employers to decide and implement decisions taken for the benefit of their organization. This particular practice has raised queries on whether an employer may utilise managerial prerogative powers to the extent of disregarding the rights of an employee and disrespecting the employee's dignity in order to ensure the efficiency of his business.

This study relates to a situation that employer-employee relationship may be strained for over use of management prerogative. Thus, changes in the structure and provisions of the employment relationship create substantial challenges for the management community. The employer-manager's traditional prerogatives to terminate at will are being eroded in response to changing socioeconomic values that recognize the emergence of an employee's reasonable expectations of job security (Gomez, at. Al, 1991).

In the Philippines, the doctrine of management prerogative explains that every employer has the inherent right to regulate, according to his own discretion and judgment, all aspects of employment, including hiring, work assignments, working methods, the time, place and manner of work, work supervision, transfer of employees, lay-off of workers, and discipline, dismissal, and recall of employees (Peckson V. Robinsons, 2013).

Indeed, the way management conducts its own affairs to achieve its purpose is within the management's discretion (Caong, Et. Al. V. Regualos, 2011). The only limitations to the exercise of this prerogative are those imposed by labor laws and the principles of equity and substantial justice. The policies, rules, and regulations on work-related activities of the employees must always be fair

and reasonable. Simply said that the employer has the prerogative to organize his business in the way he deems fit for the purpose of the economy or convenience provided he acts bona-fide.

In MEGA MAGAZINE PUBLICATIONS, INC., V. JERRY TIU (2014), the Supreme Court enunciates that with relevance to the grant of a bonus or special incentive, it explains that the latter being a management prerogative, is not a demandable and enforceable obligation, except when the bonus or special incentive is made part of the wage, salary or compensation of the employee or is promised by the employer and expressly agreed upon by the parties. By its very definition, bonus is a gratuity or act of liberality of the giver, and cannot be considered part of an employee's wages if it is paid only when profits are realized or a certain amount of productivity is achieved. If the desired goal of production or actual work is not accomplished, the bonus does not accrue.

In relation to the pronoucement of the court, it could be possibly said that there may be companies nowadays that are cutting off the benefits their employees used to receive. Some are giving the benefits for years and suddenly stopped and insist that the giving of the same is discretionary on their part disregarding the fact that the employees had been receiving it for quite some time which could be construed as having ripened into a regular company practice. Some management is making it an on-and-off benefit so to speak just to put a halt on the continuity of giving benefits and thus, no longer fall within the ambit of long practice.

The Labor code of the Philippines has already established guidelines on how the management should treat the employees. It prescribed workers' rights, management prerogative, and dialogue mechanism between labor and management. Under the Labor Code of the Philippines, the government still recognizes management prerogative which may include hiring, firing, promotion or demotion, laying-off, laying down policies, discipline, working hours, working structure. The management has the prerogative power to hire and fire an employee who does not meet employment standards, promote or demote an employee who meets or does not meet the standards, terminate employees, discipline employees and determine working hours and work structure. But in the exercise of these management prerogatives, the management should not violate the workers' rights. By instituting management prerogative and workers' rights, the government balances the power between labor and capital or the management (Jimenez, n.d).

Jurisprudence, labor provisions and policies have been made as basis in the exercised of management prerogative with consideration on the employee benefits. This study therefore, would focused on the analysis of the principles of management prerogative and non-diminution of benefit and how it should be reconciled following the supreme court decisions, labor law provisions and policies to that effect.

This study is very significant because it will provide clear parameters on the exercise of management prerogative. This will give inputs on how the same should be exercised without casuing injury to the rights of both employer and employees. On the otherhand, the limitation of this study is that this would not apply to employees in the government, and other government agencies since the terms and conditions of employment as well as the administration's discretion is governed by the civil service law.

In this study, the researcher adapted a case scenario from a completed case study as guide in developing a research finding. The objective of which is to analyze and understand the cicumstances affecting the teaching and non-teaching employees of a private school to arrive at a best solution following the applicable doctrines, jurisprudence and statutes/law. Further, the study helps in

identifying various instances which can be considered for coming up with the concrete guidelines in applying management prerogative. These instances could also lead to the development of a more emcompasing definition of management prerogative.

In the end, all top level managers, middle managers and frotline managers including employees will benefit from this study.

METHODOLOGY

The method used is doctrinal analysis method and is qualitative in nature. Doctrinal method still necessarily forms the basis for most, if not all, legal research projects. Valid research is built on sound foundations, so before embarking on any theoretical critique of the law or empirical study about the law in operation, it is incumbent on the researcher to verify the authority and status of the legal doctrine being examined (Hutchinson, 2013).

Moreover, the method used focuses on the letter of the law rather than the law in action. Using this method, a researcher composes a descriptive and detailed analysis of legal rules found in primary sources (cases, statutes, or regulations). The purpose of this method is to gather, organize, and describe the law; provide commentary on the sources used; then, identify and describe the underlying theme or system and how each source of law is connected. (https://law.indiana.libguides.com/dissertationguide).

On the other hand, since the data is taken from a completed case study, the researcher sought the permission and consent of the author. The facts of the case were integrated in this study.

The result of the study provides a clear operational definition of management prerogative, and providing the parameters, and criteria in the exercised of the same based on the existing doctrines, jurisprudence and pertinent laws.

RESULTS AND DISCUSSIONS

This study focused on the management's decision to discontinue the giving of summer incentive pay to the employees. This is significant because of the discussion of the circumstances and experiences of the participants in a case study who have been affected by the removal of monetary benefits they previously enjoyed. So, the development of the case is follows:

The ABC school is operating as an academic institution offering elementary, secondary, and tertiary education. Considering that the school does not regularly offer summer classes, the school by way of a board resolution gives the personnel a summer incentive pay (summer pay for brevity) equivalent to 15 days of their basic salary to be released every 15th day of the month of May. The summer pay would vary depending on the basic salary of the employees both in the teaching and non-teaching department. The employees have been receiving summer pay for more than 10 years already and were not stopped even if there was a change of school president and/or changes in the set of officers on the board.

After more than 10 years of receiving the summer pay, the ABC employees were shocked when they were told that they will no longer receive their summer pay. The only explanation given by the school administrator is that the board by way of a resolution, discontinued the granting of the said summer pay. They explained that the grant of summer pay was a management prerogative and not regular pay as the employees would want to insist. There was no earlier pronouncement by the board

as to its plan to discontinue the giving of the summer pay for the employees. The employees were first made aware of the board's decision to stop awarding summer pay after they failed to receive the same benefit in May. For the employees, not having the summer pay, was shocking and painful because they were expecting to be paid at least enough to cover their daily costs and subsistence. The board's action caught the ABC employees off guard, and because they needed so much of the summer pay, it created some issues.

In the meantime, the employees would want to talk to the board and raise the issue. However, the board did not meet with the employees and the cashier was the one explaining that the board no longer give them the green light to release the summer pay. Before that, the school administrator already explained that there was no intention on the part of the school or board to have it as regular summer pay. However, the employees were not persuaded because they think that if it had not been their intention, the pay would have been discontinued sooner and would not have matured into a practice that led them to believe that it was a routine because the school had been consistently awarding the pay for more than ten years.

During an interview with a few school employees, they revealed that one of the likely causes is that the school had to spend money to cover unforeseen costs that were not related to its regular business. The school allegedly had to pay the wages or allowances of the students who worked alongside them as summer workers during the break. The summer pay for the workers was supposedly suspended as a result. The employees were not provided any summer pay in the succeeding summers. This led the employees to continue to clamor and demand from the school their summer pay. Many attempts were made including informal inquiries from other members of the board. But despite of the same, the employees were empty-handed and simply refuse to accept and understand the reason of the school and the board.

In the course of the interview, it can be said that the employees were disappointed, and they are still hoping at least the school will have a dialogue with them and talk about the issue at hand. With this, come the issue that needs to be resolved and how this matter should be explained to both parties.

In relation to the case, this study was conducted chronologically with the related jurisprudential support, the applicable statutes/laws and doctrines. Part of the discussion is on management prerogative in the context of the constitutional and labor law; in the context of jurisprudence, and finally in the context of applicable doctrines.

MANAGEMENT PREROGATIVE IN THE CONTEXT OF THE CONSTITUTIONAL AND LABOR LAW

The constitution is described as primarily a “document of social justice” and has not embraced fully the concept of laissez-faire”. in the words of Sales in his book “Management Prerogative and Employees’Rights: A General Overview” , he states that laws should be harmonized and that social and economic forces equalized. Specifically, the State shall regualte the relations berween workers and employers recognizing the right of labor to its just share in the fruits of prouction and the right of enterprises to reasonbale returns on investments and to expansion and growth (Article XIII, Sec. 3, 1987 Constitution of the Philippines).

As matter of ideological statements, the State affirms labor as a primary social economic force and shall protect the rights of workers and promote their welfare (Bernas, J. 1992). There is a state obligation to protect labor.

As mandated in the Constitution, the State shall afford full protection to labor, local and overseas, organized and unorganized. The 1935 and 1973 Constitution also had the same provision that the "State shal afford protection to labor". the 1987 Constitution, however, added "full protection to labor and described labor as "local and overseas" and "organized and unorganized". In addition, the 1987 Consitution, Article 3, Sectrion 1 states that, "No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be deprived of the equal protection of the law.

To be true, there is no constitutional definition of management prerogatives. It is more on the protection to labor. Even the Labor Code of the Philipines, does not define management prerogatives. According to the declaration of basic policy, Article 3, the "State shall afford protection to labor, promote full employment, ensure equal work opportunities regardless of sex, race or creed and regulate the relations between workers and employers. The State shall assure the rights of workers to self-organization, collective bargaining, security of tenure, and just and humane conditions of work." Again, the concept is more on protection to labor. In short there is no definite definition of management prerogatives that defined and elaborated the concept.

To take note, the Labor Code is an instrument to carry out constitutional mandate. If there should be conflict between constitutional provisions and those of the Labor Code, the Constitution shall prevail as it is the highest law of the land.

Other provisions in the Constitution that protects the right or promote the welfare of workers include the right of the people, including those employed in the public and private sectors, to form unions, associations, or societies for purposes not contrary to law shall not be abridged. 2) The right of self-organization shall not be denied to government employees. No officer or employee of the civil service shall be removed or suspended except for cause provided by law. Temporary employees of the Government shall be given such protection as may be provided by law. 3) Regular farmworkers shall have the right to own directly or collectively the lands they till. Other farmworkers shall receive a just share of the fruits of the land they till. The State recognizes the right of farmworkers, along with other groups, to take part in the planning, organization and management of the agrarian reform program. Landless farmworkers may be resettled by the Government in its own agricultural estates. 4) The State shall, by law, and for the common good, undertake, in cooperation with the private sector, a continuing program of urban land reform and housing which will make available at affordable cost decent housing and basic services to underprivileged and homeless citizens in urban centers and resettlement areas. It shall also promote adequate employment opportunities to such citizens. (Sec. 3, Article XIII. 2 Article III, Bill of Rights, Sec. 8. 3 Article IX-B, The Civil Service Commission, Sec. 2[3], [5] and [6]. 4 Article XIII, Secs. 4, 5 and 6, Social Justice and Human Rights. 5 Article XIII, Sec. 9).A constitutional commissioner has characterized the 1987 Constitution as "especially pro-labor," for the rights of workers and employees have acquired new dimensions while some concepts have been constitutionalized (Foz, V., 1987).

In sum, both the Constitution and Labor law does not provide the legal definition of the concept of management prerogatives.

MANAGEMENT PREROGATIVES IN THE CONTEXT OF JURISPRUDENCE

The concept of management prerogative had been developed by jurisprudence. In many Supreme Court decisions, the supreme tribunal had illustrated how management prerogatives should be understood.

Accordingly, in one case, the court defined management prerogatives as, "Except as limited by special laws, the employer is free to regualte, according to his own discretion and judgment, all aspects of employment, including hiring, work assignments, working methods, time, place and manner of work, tools to be used, processes to be followed, work supervision, lay-off of workers, and the discipline, dismissal and recall of workers (San Miguel Brewery vs Ople, SC 1989). Table 1 represents the related cases decided by the Supreme Court. It reveals how the Supreme Court clarified the concept of management prerogatives. Though there were different case developments, the decisions were consistent in clarifying the applicability of the concept of management prerogatives. Presented are randomly selected court decisions relating to management prerogatives where the court made a pronouncement and have been consistent in dealing with the issues on management prerogatives.

TABLE 1.
Supreme Cour Decisions on Management Prerogatives

Court Digested Decision	Year	Reference
WIDE LATITUDE TO REGULATE/DISCIPLINE The employer's right to conduct the affairs of its business,according to its own discretion and judgment, is well-recognized. An employee has a free reign and enjoys wide latittude of discretion to regulate all aspects of employment, including the prerogative to instill discipline in its employees and to impose penalties, including dismissal, upon erring employees. The only criterion to guide the exercise of its management prerogative is that the policies, rules and regulations on work-related activities of the employees must always be fair and reasonable and the corresponding penalties, when prescribed, commensurate to the offense involved and to the degree of the infraction.	2010	Coca-Cola Export Corporation v. Gacayan, G.R. NO. 149433. December 15, 2010.
RIGHT TO TRANSFER While the law imposes many obligations upon the employer, nonetheless, it also protects the employer's right to expect from its employees not only good performance, adequate work and diligence, but also good conduct and loyalty. If the transfer of an employee is not unreasonable, or inconvenient, or prejudicial to him, and it does not involve a demotion in rank or a diminution of his salaries, benefits and other privileges, the employee maynit complain that it tantamounts to a constructive dismissal. The managerial prerogative to transfer personnel must be exercised without grave abused of discretion, bearing in mind the basic elements of justice and fair play.	2013	Peckson V. Robinson Supermarket Corporation, G.R. No. 198534, July 3, 2013 Philiipine Japan Active Carbon Corporation

A machinist who had been employed with the company for 16 years was reduced to the service of transporting filling materials after the failed to report to work for one (1) day on account of an urgent family matter. This is one instance where the employee's demotion was rightly held to be an unlawful constructive dismissal because the employer failed to show substantial proof that the employee's demotion was for a valid and just cause.		Jarcia Machine Shop and Auto Supply, INc. V, NLRC
Employee maintain that he was constructively dismissised because he did not commit any offense that would justify his relief. He adds that his transfer was unresoanably inconvenient for him and his familyebcasue of its substantial effecton finances and quality of family life, which would ultimately force him to quit. Court said, reasignment made by managemnt pending investigation of violations of company policies and procedures allegedly committed by an employee fall within the ambit of management prerogative.	2009	Endico v. Quantum foods Distribution Center, G.R.No. 161615, January 30, 2009
CONTRACTING OUT SERVICES Contarcting out of services is an exercise of business judgment or management prerogative. Absent any proof that management acted in a malicious or abitrary manner, the court will not interfere with the exercise of judgment by employer.	2013	Bankard, Inc. V. NLRC, BEU-AWATU, G.R. No. 171664, MArch 6, 2013.
GOOD FAITH Employees were dismissed after refusal to be transferred or reassigned as utility/security personnel. The employees' transfer was an act of retaliation on the part of the employer dur to the former's filing of complaints agaisnt them, and thus, was clearly made in bad faith. Management prerogative must be exercised with good faith. Company arbitrarily, san any rhyme or reason peremptorily removed employee from his post in the guise of a supposed reorganization and exercise of management prerogative.	2012 2019	Julie Bakeshop v. Arnaiz, G.R. No. 173882, Feb. 15, 2012. Isabela-1 Electric Coop, Inc. V. Del Rosario, Jr., G.R. No. 226369, July 17, 2019.
EMPLOYEES' RIGHTS VIOLATED Employee got pregnant out of wedlock, Married the father of the child but still dismnissed for due to pre-marital sexual relations. Court said, not within the management prerogative. It is within the the employees' rights.	2015	Leus v. St. Scholastica's College Westgrove, G.R. No. 187226, Jan. 28, 2015.
BONUS/GRATUITY NOT A RIGHT AND DEMANDABLE The granting of a bonus is a management prerogative, something given in addition to what is ordinarily received by or strictly due the recipeint. Thus, a bonus is not a demandable and enforceable obligation, except when it is made aprt of the wage, salary or compensation of the employee. It is a gratuity or act of liberality of the giver, and cannot be	2001	Producers Bank of the Philippines v. NLRC, Producers Bank Employees Association G.R. No. 100701, march 289 2001

considered part of the employee's wages if it is paid only when profits are realized amount of productivity is achieved.	2014	MEGA Magazine Publications, Inc, v. Defensor, G.R. No. 162021, June 16, 2014.
EXCEPT ON SPECIAL CICUMSTANCE Made aprt of the wages, salary, compensation. Promised by the employer and expressly agreed upon by the parties. A company's long and regular praactice or has ripened into a long and regular practice.	2012	Eastern Telecommuncations Philippines, v. Eastern Telecoms Employees Unions, G.R.No. 185665, Feb. 8, 2012.
FORFEITURE OF CLAIMS NOT A MANAGEMENT PREROGATIVE They are clear that termination from employment is without prejudice to the rights, benefits, and privileges of an employee under a contract or those under established company policy or practice. Since Meralco failed to prove that termination from employment automatically leads to forfeiture of accrued benefits, Argentera is entitled to all the benefits he had previously received prior to his dismissal.	2021 2021	MANILA ELECTRIC COMPANY, PETITIONER, VS. APOLINAR A. ARGENTERA, RESPONDENT. G.R. No. 224729. February 08, 2021 APOLINAR A. ARGENTERA, PETITIONER, VS. MANILA ELECTRIC COMPANY/MANNY V. PANGILINAN, RESPONDENTSG.R. No. 225049

Through the study, it can be clearly established that the exercsie of management prerogative are required to be consistent with jurisprudence as it dictates its validity and legality.

MANAGEMENT PREROAGTIVES IN A DOCTRINAL CONTEXT

Like in the previous discussion that there is no concrete definition of management prerogative, this is substantially proven because management prerogative is actualy derived from jurisprudence. However, as a doctrine, management prerogative states that every employer has the inherent right to regulate, according to his own discretion and judgment, all aspects of employment, including: Hiring; Work Assignments; Working methods; The time, place, and manner of work; Work supervision; Transfer of employees; Lay-off of workers; and Discipline, dismissal, and recall of employees. The doctrine also provides limitation in the exercise of the same by considering that the right of employer is not absolute because of these limitations which are grounded on some doctrines and principle such as equity and substantial justice, good faith, and due process.

CONCLUSIONS

The study discusses the concept of management prerogative and how it is to be defined. This is an important guide for employers/management in the exercise of which so as not to violate existing laws, jurisprudence and principles. Based on the discussion, findings revealed that the validity of the exercise of management prerogative would depend on the facts and circumstances of the case taking into account the different jurisprudential support. In other words, the exercise of a management prerogative should be within the ambit of the law, jurisprudence and applicable principles. Findings also revealed that the laws, and jurisprudence relating to management prerogative is consistent and clear in giving the limitations on the exercise of the management prerogative.

The paper also identifies the different claims of the employees and management that may affect their rights and privileges. In otherwords, the invocation of management prerogative is circumstantial in nature because it would depend on what transpired as basis for the court in determining the legality and validity of the managemnt's exercise of the same.

Therefore, in the case integrated in this study, it can be decided based on the applicable jurisprudence, and should always consider the applicable principles that may be applicable particualrly due process, equity and substantial justice and good faith.

REFERENCES

The heading of the References section must not be numbered. All reference items must be in 8 pt font. Please use Regular and Italic styles to distinguish different fields as shown in the References section. Number the reference items consecutively in square brackets (e.g. [1]).

1) Azucena, Everyone's Labor Code, Rex Book Store, Copy Right 2021.
2) Foz, V.,"Labor Concepts in the New Constitution" in The 1987.Constitution: Its Implications on Employment and Labor Relations [ECOP: Manila, 1987],p. 158.
3) Gomez, G. & Morgan, J.D., (1991). Managerial Prerogatives, Employee Expectations, and Property Rights inJob Security: INstitutionalizing the "New Equity". INternational JOurnal of Valeu-Based Management, 4,25-43.
4) Hutchinson, T (2013). Research Methods in Law. EBook. ImprintRoutledge.Pages 27. ISBN 9780203489352.
5) Freeman RB and Han E (2012) The war against public sector collective bargaining in the US. Journal of Industrial Relations 54(3): 386–408.
6) Jimenez, Josephus B. The 8 secrets for success to leading and managing people through employee discipline. 2017 (3rd ed,). Q.C.: Central Book Supply (2017) 2v.
7) Jimenez, Josephus B. Compendium on the Philippine labor relations law and jurisprudence (with compendium, analysis and annotations) 2017 ed. Q.C.: Central Book Supply (2017) 1138pA.
8) Kamal, N. A., & Mir, A. (2013). Employment lawin Malaysia. Malaysia: International Law Book Services.
9) Kanamugire, J. C. (2014) The Concept of Managerial Prerogative in South African.
10) Lewin, A. P., Fisher, M., & Weber, B. (2012). Do rainfall conditions push or pull rural migrants: Evidence from Malawi. Agricultural Economics, 43, 191– 204.
11) O'Sullivan, M., Lavelle, J.,Turner, T., McMahon,J.,Murphy, C.,Ryan, L. and Gunnigle, P. University of Limerick, Ireland (2021). Employer-led flexibility,working time uncertainty, and trade union responses: The case of academics, teachers and school secretaries in Ireland. Journal of Industrial Relations 2021, Vol. 63(1) 49– 72.
12) Parasuraman, B. (2014). Employee participationin Malaysia: Theory and practices. Malaysia: UMK PRESS.
13) Radzkii, M. & Parasuraman, B.(2015). Employer's Managerial Prerogative Right: An Evaluation of its Relevancy to the Employer-Employee Relationship. Pertanika Journal of Social Sciences and Humanities 23(11):2227-238.

Jurisprudence

APOLINAR A. ARGENTERA, PETITIONER, VS. MANILA ELECTRIC COMPANY/MANNY V. PANGILINAN, RESPONDENTSG.R. No. 225049

Bankard, Inc. V. NLRC, BEU-AWATU, G.R. No. 171664, MArch 6, 2013.

CAONG, ET. AL. V. REGUALOSG.R. No. 179428, (2011)
Coca-Cola Export Corporation v. Gacayan, G.R. NO. 149433. December 15, 2010.
DIONISIO GOMEZ, FE GOMEZ, JUAN GEALONE, LUZ GOMEZ, AQUINO GUETA, DIONISIO GOMEZ, JR., LYDIA ANGELES, MILAGROS GOMEZ, EMILIO T. TRAILGALGAL, CESAR GEALONE, AMADA GOMEZ, RICARDO MANDANAS, ROSE GOMEZ, CONSOLACION ESPELA, NORMA GOMEZ, and CORAZON GOMEZ, Plaintiffs-Appellees, v. MARCELO GEALONE, LUCIA G. ESBER, ZOILO ESBER, ODEN BONTIGAO, HONORATO BONTIGAO,

BENITO GEALONE, CESAR GEALONE, SEVERINO GERONA, TITO GERMEDIA, AURELIO GOBRIS, NEMESIO FORTES, PONCIANO GOBRIS, FLOSERFIDA GONA, and GORGONIO BONTIGAO, [G.R. No. 58281. November 13, 1991.
Eastern Telecommuncations Philippines, v. Eastern Telecoms Employees Unions, G.R.No. 185665, Feb. 8, 2012.
ENDICO vs. QUANTUM G.R. No. 161615, (2009)
JARCIA MACHINE SHOP and AUTO SUPPLY, INC., Petitioner, v. NATIONAL LABOR RELATIONS COMMISSION and AGAPITO T. TOLENTINO,G.R. No. 118045 January 2, 1997.
Julie Bakeshop v. Arnaiz, G.R. No. 173882, Feb. 15, 2012.
Isabela-1 Electric Coop, Inc. V. Del Rosario, Jr., G.R. No. 226369, July 17, 2019.
Leus v. St. Scholastica's College Westgrove, G.R. No. 187226, Jan. 28, 2015.
MANILA ELECTRIC COMPANY, PETITIONER, VS. APOLINAR A. ARGENTERA, RESPONDENT. G.R. No. 224729. February 08, 2021
MEGA Magazine Publications, Inc, v. Defensor, G.R. No. 162021, June 16, 2014.
Metropolitan and Trust Company vs NLRC, G.R. No. 152928, (2002)
Pecson v Robinsos Supermarket Corporation. G.R. No. 198534, 3 July 2013.

Philiipine Japan Active Carbon Corporation.

Producers Bank of the Philippines v. NLRC, Prodcuers Bank Employees Association G.R. No. 100701, march 289 2001

SAN MIGUEL BREWERY SALES FORCE UNION (PTGWO), Petitioners, v. HON. BLAS F. OPLE, as Minister of Labor and SAN MIGUEL CORPORATION, vs.Lorenzo F . Miravite, Isidro D. Amoroso for New San Miguel Corp. Sales Force Union, Siguion Reyna, Montecillo & Ongsiako G.R. No. 53515. February 8, 1989.