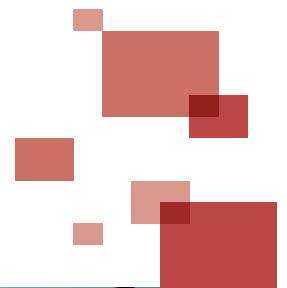


# Quisumbing Torres.

Member Firm of Baker & McKenzie International

## Guide to Philippine Employment Laws for the Private Sector



2017

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The law is stated as of 31 December 2016.

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## Introduction

### The Philippines

The Philippine economy is powering into 2017.

Strong economic performance has made the Association of Southeast Asian Nations (ASEAN) one of the world's most dynamic regions. The free flow of goods, services and investment; a freer flow of financial capital; enhanced connectivity; and expanded opportunities for intra-regional labor migration characterize deep market integration amid the ASEAN Economic Community.

Over the past six years, the Philippines has become one of the fastest growing economies in the world due to rising investments and consumption as a result of improved fundamentals and better governance. The Philippines' economy rose up to 7.1 percent in the third quarter of 2016, outperforming other Asian countries' economic growth during the same period, according to the National Economic and Development Authority. Philippine Credit Ratings remain stable and positive after being significantly upgraded within the past three years by the world's major credit rating agencies – Fitch Ratings, Standard & Poor's and Moody's.

Experts say the Philippine economy potentially faces an even faster, sustained and more inclusive growth, as the country enters its "demographic sweet spot" which is expected to last until 2050. During this window, a great majority of the population will be of working age, propelling the accelerated productivity of the nation.

Indeed, the Philippines is set to reap immense benefits in the coming years as it continues to be in a strong and enviable position to benefit from upcoming developments in the Asian regional landscape.

## I. In General

The 1987 Philippine Constitution recognizes and guarantees the following rights of workers:

- Self-organization, collective bargaining and negotiations, and peaceful concerted activities, including the right to strike in accordance with the law
- Security of tenure, humane conditions of work, and a living wage
- Participation in policy- and decision-making processes affecting the workers' rights and benefits as provided by the law
- A just share in the fruits of production *vis-à-vis* the right of the employer to reasonable returns on investments

At the same time, the 1987 Philippine Constitution expressly recognizes the right of employers to reasonable returns on investments and to expansion and growth. In this connection, management has the prerogative to manage, control and use its property and conduct its business in the manner it deems best. It likewise has the right to prescribe reasonable rules and regulations, to select its workers, and to transfer, reduce or lay off workers depending on the needs of its business, provided the said rights are exercised in good faith and in accordance with applicable Philippine law and subsisting contract.

## II. Terms and Conditions of Employment

### 1. Minimum Wage

Under the Philippines' minimum wage law, the minimum wage rate varies from one region of the country to another and is set by the relevant Regional Tripartite Wages and Productivity Board. Under the most recent wage order for the National Capital Region (i.e., Metro Manila), the minimum gross basic wage is PHP481 per day plus cost of living allowance of PHP10 per day.

### 2. Work Hours and Overtime

The normal hours of work should not exceed eight hours a day. Unless there is a valid compressed work week arrangement, an employee who renders work in excess of eight hours a day is entitled to overtime pay equivalent to the applicable wage rate plus at least 25 percent thereof. The overtime rate will vary if the overtime work is rendered on a rest day, regular holiday or special day or during the period between 10 p.m. and 6 a.m. of the following day. However, certain classes of employees (called "exempt employees" in this publication) are not entitled to such overtime pay, namely:

- government employees;
- managerial employees and officers or members of the managerial staff;
- field personnel;
- members of the family of the employer who are dependent on him for support;
- domestic helpers and persons in the personal service of another; and
- employees who are paid by results, as determined by the Secretary of the Philippine Department of Labor and Employment (DOLE) in appropriate regulations.

Entitlement of employees to overtime pay depends on the nature of their duties and responsibilities. If the employees' duties and responsibilities do not qualify them as exempt employees, they are entitled to overtime pay. Conversely, should these employees' duties and responsibilities qualify them as exempt employees, they are not entitled to overtime pay.

Furthermore, employers may not require employees to perform overtime work except in certain cases and provided appropriate compensation is paid. In practice, they ask employees to sign employment contracts where the employees agree to perform overtime work.

### 3. Night Shift Differential

This refers to additional compensation of at least 10 percent of an employee's applicable wage rate, payable to employees (except exempt employees) who perform work between 10 p.m. and 6 a.m. of the following day.

### 4. Rest Days

An employer may require its employees to work six days per week. Employees, except exempt employees, are entitled to a rest period without pay of not less than 24 consecutive hours for every six consecutive normal working days. For work done on rest days, the employer should pay compensation equivalent to the applicable wage rate plus at least 30 percent thereof. The rate for work on a rest day will vary if the rest day is also a regular holiday or a special day or the work is during the period between 10 p.m. and 6 a.m. of the following day.

Moreover, employers may not require employees to work during their scheduled rest day except in certain cases and provided appropriate compensation is paid. In practice, they ask employees to sign employment contracts where the employees agree to perform work outside their normal work schedule.

### 5. Regular Holidays

There are 12 regular holidays, namely:

- New Year's Day (1 January)
- Maundy Thursday (movable date)
- Good Friday (movable date)
- Eidul Fitr* (movable date)
- Eidul Adha* (movable date)
- Araw ng Kagitingan* (Monday nearest 9 April)
- Labor Day (Monday nearest 1 May)
- Independence Day (Monday nearest 12 June),
- National Heroes Day (Last Monday of August)
- Bonifacio Day (Monday nearest 30 November)
- Christmas Day (25 December)
- Rizal Day (Monday nearest 30 December)

Every employer should pay its employees, except exempt employees, their regular daily wage for any unworked regular holiday. When an employer asks a non-exempt employee to work during a regular holiday, the employee should receive at least 200 percent of the applicable wage rate on the said regular holiday. The rate for work on a regular holiday will vary if the regular holiday work is rendered during the period between 12 midnight and 6 a.m. and 10 p.m. and 12 midnight of the regular holiday.

### 6. Special Holidays

There are three special day holidays, namely:

- Benigno S. Aquino Jr. Day (Monday nearest 21 August)
- All Saints Day (1 November)
- Last day of the year (31 December)

Employees who are not required to work on these special days are not, by law, entitled to compensation. Work performed on these days by non-exempt employees, however, merits compensation equivalent to the applicable wage rate plus at least 30 percent thereof. If the special day also happens to be the non-exempt employee's scheduled rest day, the premium rate is increased to at

least 50 percent of the applicable wage rate. The rate for work on a special holiday will vary if the special holiday work is rendered during the period between 12 midnight and 6 a.m. and 10 p.m. and 12 midnight of the special holiday.

#### 7. Service Incentive Leave

Except for exempt employees, every employee who has rendered at least one year of service is entitled to a yearly service incentive leave (which is commonly replaced by vacation leave) of five days with pay. The service incentive leave should be converted to its money equivalent and paid to the non-exempt employee by the employer if not used or exhausted by the said employee at the end of the year. As a general rule, an employer can regulate the schedule of the service incentive leave of its employees.

#### 8. Meal Period

An employer must give its employees at least one hour non-compensable time-off for regular meals. However, an employer is allowed to give employees a meal break of less than one hour in certain cases. In any of these cases, the shorter meal period must be considered as compensable hours worked and must not, in any case, be less than 20 minutes.

#### 9. Lactation Period

Nursing employees are entitled to paid break intervals (i.e., lactation periods) in addition to the unpaid regular one-hour meal period, to breastfeed or express milk. There may be several lactation periods of short duration during the work day; and, each lactation period should include the time it takes a nursing employee to go to and from the workplace lactation station. The employer and nursing employee may agree on the duration and frequency of the lactation periods, provided the total length of all the lactation periods is not less than 40 minutes for every eight-hour working period.

#### 10. Private Retirement Benefit

An employee is entitled to receive such retirement benefits as he may have earned under existing laws and any collective bargaining agreement and other agreements. However, an employee's retirement benefits under any collective bargaining and other agreements shall not be less than those provided by the Labor Code.

In the absence of any provision on optional retirement in a collective bargaining agreement, employer's retirement plan or any other agreement, an employee (except an underground mining employee) has the option to retire and receive retirement pay upon reaching the age of 60 years or more, provided he has served at least five years with his employer. When the employee (who is not an underground mining employee) reaches the compulsory retirement age of 65 years, his employer may retire him and pay him retirement pay. In the case of underground mining employees, they may retire and receive retirement pay upon reaching 50 years of age and completing five years of service to their employer, and their employer may retire them and pay them retirement pay when they reach 60 years (which is the compulsory retirement age for underground mining worker). An eligible retiring employee is entitled to retirement pay equivalent to at least his half-month salary for every year of service, a fraction of at least six months of service being considered as one whole year.

The term "half-month salary" for retirement pay purposes generally includes the 15-day salary of the employee based on his latest salary date, cash equivalent of five days of service incentive leave, 1/12 of the 13<sup>th</sup> month pay due the employee, and all other benefits that the employer and employee may agree upon to be included in computing the retirement pay.

#### 11. Maternity Leave

Every qualified pregnant woman in the private sector is entitled to maternity leave of 60 days in case of normal delivery, abortion or miscarriage, or 78 days in case of caesarean delivery. During such leave, the pregnant woman shall receive daily maternity benefit equivalent to 100 percent of her average salary credit, computed based on the formula of the Social Security System (SSS), for 60 or 78 days, as

the case may be. The maternity benefits shall be paid only for the first four deliveries or miscarriages. The employer is required to advance to the pregnant female employee the full maternity benefit within 30 days from the filing of the maternity leave application. The SSS shall immediately reimburse the employer 100 percent of the amount of maternity benefits advanced to the employee upon receipt of satisfactory proof of such payment and legality thereof.

#### 12. Paternity Leave

Paternity leave benefit is granted to all married male employees, regardless of employment status. It applies to the first four deliveries of the employee's lawful wife with whom he is cohabiting. The leave shall be for seven days, with full pay, consisting of his basic salary, provided that his pay shall not be less than the mandated minimum wage. In the event the paternity leave benefit is not availed of, said leave is not convertible to cash.

#### 13. Parental Leave

In addition to leave privileges under existing laws, parental leave of not more than seven working days every year shall be granted to any solo parent employee as defined in the law who has rendered service of at least one year. A change in the status or circumstance of the parent claiming parental leave benefit, such that he or she is no longer left alone with the responsibility of parenthood, shall terminate his or her eligibility for this benefit.

#### 14. Leave due to Domestic Violence

A victim of violence against women and their children who is employed is entitled to paid leaves of up to 10 days in addition to paid leaves under other laws, extendible when the necessity arises as specified in a protection order issued by an appropriate authority. The availment of the 10-day leave is at the option of the female employee, and such leave shall cover the days that the employee has to attend to medical and legal concerns. Unused leaves are not cumulative and not convertible to cash.

#### 15. Leave due to Gynecological Disorders

Women employees who have rendered continuous aggregate employment service of at least six months for the last 12 months are entitled to the special leave benefit of up to two months with full pay following surgery caused by gynecological disorders.

#### 16. 13<sup>th</sup> Month Pay

All "rank-and-file" employees of employers covered by the Revised Guidelines on the Implementation of the 13<sup>th</sup> Month Pay Law are entitled to a bonus called "13<sup>th</sup> month pay," regardless of the amount of their monthly basic salary, their designation or employment status, and the method by which their salary is paid, provided they have worked for at least one month during a calendar year. The 13<sup>th</sup> month pay of a rank-and-file employee should be equivalent to at least 1/12 of the total basic salary that the employee earned within a calendar year. The required 13<sup>th</sup> month pay should be paid not later than 24 December of each year. Nonetheless, an employer may give its rank-and-file employees half of the required 13<sup>th</sup> month pay before the opening of the regular school year in June and the other half on or before 24 December. The frequency of payment of the 13<sup>th</sup> month pay may also be the subject of an agreement between the employer and the collective bargaining agent of its rank-and-file employees.

### III. Types of Employment

#### 1. Regular Employment

If an individual is engaged to perform activities that are usually necessary or desirable in the usual business or trade of the employer, he should be employed as a regular employee (i.e., an employee with an indefinite term) unless the employment relationship can qualify as an alternative employment arrangement. There are other possible types of employment arrangements, such as project, seasonal, casual and fixed term. The validity of these alternative employment arrangements depends on whether



the requisites for these alternative employment arrangements have been met. If the requisites have not been met, the ostensible alternative employment arrangement shall be disregarded and the employee shall be deemed to be a regular employee.

In this connection, before an employee becomes a regular employee, his employer can require him to undergo probationary period. The maximum length of the probationary period is six months, counted from the date the new employee started working. The employer normally may not extend the probationary period. Once the new employee is allowed to work after the lapse of the probationary period, his employment will be deemed a regular employment by operation of law. Also, at or before the beginning of the probationary period, the employer must notify the employee of the standards that he must satisfy. Otherwise, the employment will also be deemed a regular employment from the time the employee started working.

## 2. Project Employment

There is project employment when the period of employment has been fixed for a specific undertaking, the completion of which has been determined at the time of the engagement of the employee. A project employee may acquire the status of a regular employee when he is continuously rehired after the cessation of a project and the tasks he performs are vital, necessary and indispensable to the usual business or trade of his employer.

## 3. Seasonal Employment

There is seasonal employment when the work is to be performed only at a certain time of the year and the employment is for the duration of that time of the year.

## 4. Casual Employment

There is casual employment when an employee is engaged to perform work that is merely incidental to the business of the employer, and such work is for a definite period made known to the employee at the time of his engagement. If the casual employee renders at least one year of service, whether such service is continuous or not, he shall be considered a regular employee with respect to the activity for which he is employed and his employment shall continue while such activity exists.

## 5. Fixed-Period Employment

There is fixed-period employment when the commencement and termination dates of the employment relationship have been set before the employment relationship begins. Fixed-period employment is highly restricted and is subject to the following criteria: (i) the fixed period of employment was knowingly and voluntarily agreed upon by the parties without any force, duress, or improper pressure being brought to bear upon the employee and absent any other circumstances vitiating his consent; or (ii) it satisfactorily appears that the employer and the employee dealt with each other on more or less equal terms with no dominance exercised by the former over the latter. As much as possible, fixed-period employment should involve highly educated people or highly technical positions.

# IV. Termination of Employment

In general, an employer may terminate an employment only if there is a legal (i.e., just or authorized) cause for termination and it has followed the procedures required for the cause of termination. At-will employment, where the employer may dismiss an employee at any time, without cause and by mere notice or salary in lieu of notice, is not allowed under Philippine labor law.

On the other hand, an employee may terminate his employment for any reason by serving a written notice to his employer at least one month in advance. In the event that the employee does not give any notice, the employer may hold the employee liable for damages. Under certain instances, the employee may terminate his employment without need of any notice.

## 1. Cause for dismissal

An employer may terminate an employment for any of the just and authorized causes defined in the Labor Code. The just causes for termination of employment are as follows:

- Serious misconduct or willful disobedience by the employee of the lawful orders of his employer or representative in connection with his work
- Gross and habitual neglect by the employee of his duties
- Fraud or willful breach by the employee of the trust reposed in him by his employer or duly authorized representative
- Commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representative
- Other causes analogous to the foregoing

On the other hand, the authorized causes for termination of employment are as follows:

- Installation of labor-saving devices
- Redundancy
- Retrenchment to prevent losses
- Closing or cessation of operation of the establishment or undertaking
- Disease, where the continued employment of the afflicted employee is prohibited by law or is prejudicial to his health as well as to the health of his co-employees

Termination of employment by the employer without a legal cause will entitle the illegally dismissed employee to reinstatement without loss of seniority rights and other privileges, to payment of full back wages, inclusive of allowances, and of other benefits or their monetary equivalent computed from the time compensation was withheld until actual reinstatement, and to payment of damages.

## 2. Procedures for dismissal

In dismissing an employee from work due to a just cause, the Labor Code requires the employer to serve a written notice to the employee informing him of the charges against him. After serving the notice, the employer must afford the employee an opportunity to be heard where the employee can answer the charges with the assistance of counsel, if he so desires. If the employer decides to dismiss the employee, it must serve another written notice to the employee to inform him of its decision to dismiss him.

In case of termination of employment due to an authorized cause, the employer must serve a written notice to each affected employee and to the DOLE at least one month before the intended effective date of the termination. For employment termination by reason of disease, there must *also* be a certification by a competent public health authority that the disease cannot be cured within a period of six months even with proper medical treatment. In all cases of authorized cause employment termination, the employee is entitled to receive separation pay. The separation pay is equivalent to half-month's salary for every year of service or one-month's salary for every year of service depending on the authorized cause of employment termination.

If an employee is dismissed without his employer observing the appropriate procedures, he is entitled to nominal damages, the amount of which is subject to the discretion of the court, even if there is a just or authorized cause for employment termination. For this purpose, the court will take into consideration

the relevant circumstances of each case, particularly the gravity of the due process violation. The nominal damage serves as a penalty upon the employer for its failure to comply with the requirements of procedural due process for employment termination.

## V. Labor Relations

The right of employees to self-organization is embodied in the 1987 Philippine Constitution. Furthermore, it is the policy of the Philippines to promote the free and responsible exercise of the right to self-organization.

Employees generally have the right to self-organization and the right to form, join or assist labor unions for purposes of collective bargaining. There are, however, certain limitations to the right to form, join or assist labor unions. Managerial employees and confidential employees are not eligible to form, join or assist labor unions. Supervisory employees are not eligible for membership in the collective bargaining unit of rank-and-file employees, but may join, assist or form separate collective bargaining units and/or labor unions of their own.

While the formation of labor unions is encouraged, the activities of labor unions are regulated. For example, labor unions are not allowed to commit unfair labor practices. Labor unions are prohibited from, among other things: (i) restraining or coercing employees in the exercise of their right to self-organization; (ii) causing or attempting to cause an employer to discriminate against an employee; and (iii) asking for or accepting negotiation fees from the employer as part of the settlement of any issue in collective bargaining.

A labor union has to be registered with the DOLE for it to enjoy all the rights granted by law to labor unions. It may register as an independent labor union or as a charter of a federation or national union. Also, it has to be recognized or certified as the exclusive bargaining representative of the employees of the bargaining unit for it to represent them in collective bargaining. The Labor Code and its implementing rules and regulations define the registration process and specify the recognition or certification process and the manner of collective bargaining. Republic Act No. 9481, amending the Labor Code, made it simpler for a labor union to acquire a legal personality for purposes of filing a petition for certification election.

As to collective bargaining agreement, it shall, insofar as the representation aspect is concerned, be for a term of five years. All other provisions, such as economic provisions, should be renegotiated not later than three years after its execution. Furthermore, within 30 days from the execution of a collective bargaining agreement, the parties to the agreement should submit copies of the same directly to the Philippine Bureau of Labor Relations or the appropriate DOLE regional office for registration.

Aside from labor unions, the Labor Code also allows the formation of labor-management councils in private companies to provide a venue for labor and management representatives to discuss company and personnel policies. The Labor Code and its implementing rules and regulations specify the organizational structure and procedures in forming such councils.

## VI. Social Insurance

The Social Security Law of 1997, National Health Insurance Act of 1995, the Home Development Mutual Fund Law of 2009, and their respective implementing rules and regulations, as amended (hereinafter collectively referred to as the “Social Legislations”), impose on Philippine employers and their employees certain social security obligations.

Under the Social Legislations, a Philippine employer and its employees are required to be members of, and make monthly contributions to, the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth) and Home Development Mutual Fund (Pag-IBIG Fund). The contributions of the employer and its employees are based on the employees’ monthly compensation. The employer must shoulder its contributions and may not deduct the same from its employees’ compensation. As to

the employees' contributions, the employer is required to withhold the same from the employees' compensation. Furthermore, the employer is required to remit its own contributions and those of its employees (which it has withheld) to the SSS, PhilHealth, and Pag-IBIG Fund within the period set by these agencies.

The failure of an employer to remit its contributions and those of its employees to the SSS, PhilHealth, and Pag-IBIG Fund could give rise not only to monetary liability for the employer, but also to criminal sanctions against the employer and its officers. If a juridical person is guilty of the offense, its managing director, partner, president, general manager and/or the responsible person are liable for the penalties.

The monetary liability would involve interest on the contributions that have not been remitted, computed from the date the contributions fall due until they are remitted to the relevant agencies. The criminal sanctions would involve a fine or imprisonment or both.

## VII. Other Labor-Related Matters

### A. *Prohibition Against Diminution of Benefits (Labor Code)*

The Labor Code prohibits the elimination or diminution of employee benefits. This means that an employer may not unilaterally take back or reduce benefits that it has voluntarily given to its employees. So that this non-diminution rule will apply, the following requisites should be present:

- The grant of the benefit is based on an express policy of the employer or has ripened into a practice over a long period of time.
- It is consistent and deliberate.
- It is not due to error in the construction or application of a doubtful or difficult question of law.

### B. *Workplace Safety*

Each employer covered by the Occupational Safety and Health Standards must: (i) furnish its workers a place of employment free from hazardous conditions that are causing or are likely to cause death, illness or physical harm to the workers; (ii) give complete job safety instructions to all the workers (especially those entering the job for the first time) including instructions relating to the familiarization with their work environment, hazards to which the workers are exposed to and steps taken in case of emergency; (iii) comply with the requirements of the Occupational Safety and Health Standards; and (iv) use only approved devices and equipment in the workplace.

### C. *Medical Checks*

Pre-employment physical examinations should be conducted to determine the physical condition of the prospective employee at the time of hiring and to prevent the placement of an individual on a job where, through some physical or mental defects, he may be dangerous to his fellow workers or to property. The Occupational Safety and Health Standards also require annual physical examinations. All examinations should be complete and thorough, be rendered free of charge to the employees, and include x-ray or special laboratory examinations when necessary due to the particular nature of the employment. Records of physical examinations and all information obtained by health personnel should be held strictly confidential.

### D. *Discrimination*

The Labor Code provides that the government shall ensure equal work opportunities, regardless of sex, race or creed.

The Women In Developing and Nation Building Act affords women equal work opportunities with men. In addition, the Labor Code makes it unlawful for an employer to discriminate against any female

employee with respect to terms and conditions of employment solely on account of sex. It is also unlawful for an employer to do any of the following: (i) to require as a condition of employment or continuation of employment that a female employee shall not get married; (ii) to stipulate expressly or tacitly that upon getting married, a female employee shall be deemed resigned or separated; (iii) to dismiss, discharge, discriminate, or otherwise prejudice a female employee merely by reason of her marriage; (iv) to deny any female employee the benefits provided in the Labor Code or to discharge any female employee to prevent her from enjoying the benefits provided in the Labor Code; (v) to discharge any female employee on account of her pregnancy or while on leave or in confinement due to her pregnancy; and (vi) to discharge or refuse the admission of any female employee upon her returning to work for fear that she may again be pregnant.

The Labor Code also makes it unlawful for an employer to do any of the following: (i) to discriminate against any person in respect to terms and conditions of employment on account of his age; (ii) to discriminate against any employee who has filed any complaint concerning wages or has testified or about to testify in such complaint; (iii) to discriminate against employees in the exercise of their right to self-organization; (iv) to discriminate with regard to wages, hours of work, and other terms and conditions of employment to encourage or discourage membership in any labor organization; and (v) to discriminate against an employee for having given or being about to give testimony under the Labor Code.

There are also a number of special laws and regulations prohibiting discrimination against the actual, perceived or suspected human immunodeficiency virus (HIV) status of people, persons with disability, indigenous cultural communities and indigenous people, solo or single parents and persons with tuberculosis and hepatitis B.

#### *E. Harassment*

The Anti-Sexual Harassment Act of 1995 (“RA 7877”) declares sexual harassment unlawful in the employment environment. Work-related sexual harassment is committed by an employer, employee, manager, supervisor or agent of the employer or any other person who, having authority, influence or moral ascendancy over another in a work environment, demands, requests or otherwise requires any sexual favor from the other, regardless of whether the demand, request or requirement for submission is accepted by the object of the act. In particular, sexual harassment is committed in a work-related or employment environment when: (i) the sexual favor is made as a condition in the hiring or in the employment, re-employment or continued employment of the said individual, or in granting said individual favorable compensation, terms, conditions, promotions or privileges; or the refusal to grant the sexual favor results in limiting, segregating or classifying the employee which in any way would discriminate, deprive or diminish employment opportunities, or otherwise adversely affect the said employee; (ii) the above acts would impair the employee’s right or privileges under existing labor laws; or (iii) the above acts would result in an intimidating, hostile or offensive environment for the employee.

RA 7877 also imposes on the employer the duty to prevent or deter the commission of acts of sexual harassment and to provide the procedures for the resolution, settlement or prosecution of such acts. Toward this end, the employer is required to do the following: (i) promulgate appropriate rules and regulations in consultation with and jointly approved by the employees, through their duly designated representatives, prescribing the procedure for the investigation of sexual harassment cases and the administrative sanctions therefore; (ii) create a committee on decorum and investigation of cases on sexual harassment; and (iii) disseminate or post a copy of RA 7877 for the information of all concerned.

## **We are Quisumbing Torres.**

For more than five decades, Quisumbing Torres has been helping leading multinational and domestic organizations drive their growth in the Philippines. A consistent top-ranking law firm, we provide global reach with deep local roots, enabling us to deliver exceptional advice to clients across borders seamlessly.

In 1963, the Firm was established as Collas and Guerrero, and later became known as Quisumbing Torres. As part of Baker & McKenzie's global network with more than 12,000 people in 77 offices in 47 countries, we offer market insight and international experience that few firms in the Philippines can match.

With our team of more than 50 Philippine lawyers, Quisumbing Torres proactively addresses legal issues that affect our clients' businesses in the country. Toward this end, we organize our lawyers into practice groups, to deal with specific legal issues. Today, Quisumbing Torres lawyers offer seasoned and industry-specific advice in practice areas of Banking & Finance, Corporate & Commercial, Dispute Resolution, Employment, Immigration, Intellectual Property, and Tax.

Our uncompromising commitment to excellence and the fluency in how we think, work and behave are recognized by legal directories. Our Firm was rated Tier 1 in *The Legal 500 Asia Pacific* from 2008 to 2017, in the areas of Employment, Immigration and Intellectual Property. *The Legal 500 Asia Pacific* also ranked our Aviation and Mining & Natural Resources/Projects & Energy at Tier 1 from 2008 to 2017, and our Real Estate and Construction practice Tier 1 from 2007 to 2009, and 2012 to 2017. From 2015 to 2017, our Corporate and M&A is ranked Tier 1. This year, our Firm also ranked Tier 1 in Tax.

In *Chambers Asia Pacific*, Quisumbing Torres was ranked Band 1 from 2008 to 2017 in Intellectual Property; from 2008 to 2011/2012 to 2017 in Natural Resources & Mining/Projects, as well as in Infrastructure & Energy. From 2008 to 2011 and 2013, *Chambers Asia Pacific* placed our Dispute Resolution: International Arbitration practice in Band 1, while our Dispute Resolution: Arbitration practice earned us a Band 1 spot from 2014 to 2017. In 2008, *Chambers Asia Pacific* ranked our Real Estate and Tax practices in Band 1. Our Firm was adjudged to belong to Band 1 in Corporate / Mergers & Acquisitions (M&A) Real Estate in 2014. Our Banking & Finance is ranked Band 1 in 2015 to 2016.

*Chambers Global* placed Quisumbing Torres in Band 1 for its Natural Resources & Mining practice in 2011 and our Projects, Infrastructure & Energy in the same ranking from 2012 to 2016.

The *Asian Legal Business (ALB)* distinguished us as a *Spotlight Firm* in 2012 and as a *Leading Firm* from 2012 to 2014 and has consistently recognized Quisumbing Torres as a Tier 1 firm in the Philippines for M&A Rankings from 2013 to 2016. From 2015 to 2016, the ALB IP Rankings cited our Intellectual Property practice in Patents / Trademarks / Copyright Tier 1.

*IFLR1000*, guide to the world's leading financial law firms, has consistently recommended Quisumbing Torres' Banking and Capital Markets, M&A, and Project Finance practices in its guidebooks from 2005 to 2017. We are ranked Tier 1 for our Energy and Infrastructure in 2015 to 2017.

The *Asian-MENA Counsel Magazine* also ranked Quisumbing Torres as Firm of the Year in 2015 and 2016 in Intellectual Property. In 2016, the publication also awarded us Firm of the Year for our Anti-Trust/Competition practice.

## Baker McKenzie Locations

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Melbourne  
Seoul  
Shanghai  
Singapore  
Sydney  
Taipei  
Tokyo  
Yangon

### Europe, Middle East & Africa

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Dusseldorf  
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Jeddah  
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London  
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Madrid  
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