

Title: Renante B. Remotizado vs. Typical Construction Trading Corp. and Rommel M. Alignay

Facts:

Renante B. Remotizado was employed by Typical Construction Trading Corporation (Typical Construction) as a helper/laborer at the Jedic Project in Batangas. According to Typical Construction's Field Human Resources Officer, Pedro Nielo, and two of Remotizado's co-workers, Remotizado was absent without leave from December 6 to December 20, 2010. Upon returning, Remotizado expressed his intention to resign due to personal reasons associated with health issues. He was advised to come back the next day for the computation of his final pay.

On December 21, 2010, Remotizado returned and received P5,082.53 as his final pay. He contested the amount claiming entitlement to separation pay for two years of service. Nielo clarified that as a voluntary resignation, separation pay was not applicable. Remotizado insisted on resigning and signed a waiver and quitclaim, "Kasulatan ng Pagbawi ng Karapatan at Kawalan ng Paghahabol".

On January 10, 2011, Remotizado filed a Complaint for illegal dismissal claiming he was terminated due to a debt at a canteen and prevented from entering Typical Construction's premises.

The Labor Arbiter dismissed the complaint for lack of merit, finding evidence of Remotizado's voluntary resignation. The National Labor Relations Commission (NLRC) upheld this decision on appeal. The Court of Appeals affirmed the NLRC's decision, denying Remotizado's subsequent motion for reconsideration. In response, Remotizado filed a Petition for Review on Certiorari with the Supreme Court.

Issues:

1. Whether Remotizado voluntarily resigned or was illegally terminated.
2. Whether the burden of proof to show valid termination was properly discharged.

Court's Decision:

The Supreme Court denied the Petition for Review on Certiorari, affirming the decisions of the lower tribunals.

1. **\*\*Voluntary Resignation vs. Illegal Termination:\*\***

The Court held that Remotizado failed to establish the fact of termination by the employer,

thereby negating any claim of illegal dismissal. The burden of proof to show valid termination only arises if it is first established by substantial evidence that termination occurred.

## 2. **Burden of Proof:**

Since Remoticado could not provide substantial evidence supporting the claim of termination, the employer's burden to prove just cause did not materialize. The Court noted that Remoticado's narrative was unsupported by necessary details or evidence, while the waiver and quitclaim signed prior to the alleged termination date stood uncontested.

### Doctrine:

The burden of proving just cause for termination arises only after the fact of termination is established by the employee. No illegal termination can be claimed if there is no termination by the employer.

### Class Notes:

- **Burden of Proof in Illegal Dismissal:** Employees must first establish that a dismissal occurred for employers to bear the burden of proving just cause.
- **Voluntary Resignation:** Shows employee-initiated termination, disclaiming employer liability unless coerced or falsified.
- **Waiver and Quitclaim:** Valid if proven to be voluntarily executed without fraud, coercion, and providing reasonable consideration.
- **Rule 45 Limitation:** Focuses solely on questions of law, not facts, but allows exception under specific circumstances like grave mistake or factual misapprehension.

### Historical Background:

This case arises from the Philippine labor law milieu, where protection against unjust dismissal is a paramount labor right, embodied in Article 298 of the Labor Code. The socio-economic backdrop underscores balancing employee security with employer flexibility. The case exemplifies the judicial emphasis on procedural substantiation before delving into substantive labor rights infringement, shaping how courts discern between legitimate resignation and unlawful termination claims.