

BOYET O. QUIÑONES, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, GOLDLINK SECURITY AND INVESTIGATIVE SERVICES, INC., GABBY LOPEZ AND ATTY. CRISPIN DANTES, RESPONDENTS.

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MACALINO, J:

This is a Petition for Certiorari under Rule 65 of the Rules of Court which seeks to annul and set aside the 27 July 2012 Decision[2] (“assailed Decision”) and the 28 September 2012 Resolution[3] (“assailed Resolution”) of the National Labor Relations Commission (NLRC) Sixth Division (“Public Respondent”) in NLRC LAC Case No. 05-001384-12 entitled “Boyet O. Quiñones v. Goldlink Security and Investigative Services, Inc., Gabby Lopez & Atty. Crispin Dantes” for allegedly having been issued by the Public Respondent with grave abuse of discretion amounting to lack or excess of jurisdiction.

The Factual and Procedural Antecedents of the Case[4]

On 22 March 2005, Petitioner Boyet O. Quiñones (“Petitioner”) was employed as security guard by Private Respondent Goldlink Security and Investigative Services, Inc. (“Private Respondent Agency”). Private Respondent Atty. Crispin Dantes (“Private Respondent Dantes”) is its President.

Sometime in November 2010, Petitioner was assigned at Maynilad Water Services, Inc. (“Maynilad”). On 3 January 2011, Maynilad through Engr. Conrado Soriano, Head of Safety and Security Department, requested Private Respondent Agency to replace certain guards, including herein Petitioner, due to loss of trust and confidence.[5] In a letter[6] dated 24 March 2011, Petitioner was placed on floating status by Private Respondent Agency effective 4 January 2011 in view of the letter of request for replacement from Maynilad. Meanwhile, on 14 January 2011, Petitioner was transferred to First Philippine Industrial Corporation (FPIC) West Tower until 28 June 2011.

Thereafter, Petitioner received a letter[7] dated 31 May 2011 from Private Respondent Agency which reads:

“xxx xxx xxx

NOTICE OF EXPIRATION OF FLOATING STATUS

Dear Mr. Quiñones:

Please be informed that the six-month “Floating Status” will expire on 04 July 2011. Goldlink Security and Investigative Services, Inc. tried to endorse your name with other clients but unfortunately they turned it down.

In this connection, we are constrained to terminate your employment effective July 04, 2011. We require you therefore to report to Admin Department, Goldlink Security and Investigative Services, Inc. main office on June 15, 2011 for immediate processing of your separation benefits.

xxx xxx xxx”

Aggrieved, Petitioner filed a Complaint[8] for illegal dismissal, among others, on 9 August 2011.

It appears that on the same date that Petitioner filed a Complaint, he also executed a Release Waiver and Quitclaim[9] in favor of Private Respondent Agency for a consideration of PhP37,520.23.

Mediation conference was set on 8 September 2011 and 15 September 2011. However, the parties failed to reach an amicable settlement of the case. Thus, the Labor Arbiter subsequently ordered them to file their respective Position Papers[10] and other pleadings.[11] Thereafter, the case was deemed submitted for decision.

On 28 February 2012, the Labor Arbiter rendered a Decision[12] dismissing the Complaint filed by Petitioner. The Labor Arbiter ruled that the quitclaim and release executed by Petitioner in favor of Private Respondents was a valid and binding undertaking. The fallo of the Labor Arbiter's Decision provides:

“WHEREFORE, the complaint at bench is DISMISSED.

SO ORDERED.”[13]

Petitioner filed a Notice and Memorandum of Appeal[14] on 3 May 2012. On 17 May 2012, Private Respondents filed a Reply to Appellant's Memorandum of Appeal.[15]

On 27 July 2012, Public Respondent rendered the assailed Decision[16] affirming the Decision of the Labor Arbiter. Public Respondent ruled that Petitioner's claim for illegal dismissal cannot prosper because when he executed the the Release Waiver and Quitclaim, he agreed to be retrenched. Further, the amount he received from Private Respondent Agency was a reasonable consideration for the execution of the said document. The dispositive portion of the assailed Decision states:

“WHEREFORE, premises considered, the Decision dated February 28, 2012 is AFFIRMED in toto.

SO ORDERED.”[17]

Petitioner thus filed a Motion for Reconsideration[18] but the same was however denied in the assailed Resolution,[19] the decretal portion of which reads:

“WHEREFORE, the instant Motion for Reconsideration is hereby DENIED for lack of merit. No further motion of the same tenor shall be entertained.

SO ORDERED.”[20]

Dissatisfied with the ruling of Public Respondent, Petitioner filed the instant Petition[21] on 21 December 2012.

On 18 March 2013, Private Respondents filed an Entry of Appearance with Private Respondents' Comment.[22]

On 14 November 2013, Private Respondents filed their Memorandum[23] while Petitioner filed his Memorandum[24] on 22 November 2013.

With the submission of the parties' respective Memoranda, the instant case was deemed submitted for decision.

Grounds in Support of the Petition

THE PUBLIC RESPONDENT ERRED IN FINDING THE HEREIN PETITIONER NOT ILLEGALLY TERMINATED FROM EMPLOYMENT DUE TO THE EXECUTION OF A QUITCLAIM.

THE PUBLIC RESPONDENT ERRED IN FINDING THE TERMINATION OF THE PETITIONER LEGAL AND VALID AFTER EXPIRATION OF THE “FLOATING STATUS” OF THE PETITIONER.[25]

The Court's Ruling

Petitioner alleges that Private Respondent Agency failed to show that it exerted effort to look for a client wherein he may be posted. By merely notifying him that his employment will be terminated upon the lapse of certain period of time is illegal. Moreover, the Department of Labor and Employment was not notified of his alleged retrenchment. Petitioner further alleges that even though he signed the Release Waiver and Quitclaim[26] in favor of Private Respondent Agency, this does not mean that he consented to his dismissal. The amount given to him as separation pay and 13[th] month pay was way beyond the amount due him under the law.

Private Respondent Agency however contends that the termination of Petitioner from service after the lapse of his floating status was in accord with law. Further, it has not been shown that Petitioner was forced to execute the Release Waiver and Quitclaim[27] in its favor. Petitioner was properly and rightly paid his separation pay after he was validly separated from service.

The instant Petition is meritorious.

Temporary "off-detail" or "floating status" is the period of time when security guards are in between assignments or when they are made to wait after being relieved from a previous post until they are transferred to a new one. It takes place when the security agency's clients decide not to renew their contracts with the agency, resulting in a situation where the available posts under its existing contracts are less than the number of guards in its roster. It also happens in instances where contracts for security services stipulate that the client may request the agency for the replacement of the guards assigned to it even for want of cause, such that the replaced security guard may be placed on temporary "off-detail" if there are no available posts under the agency's existing contracts.[28]

It appears from the records of this case that as per letter dated 24 March 2011, Private Respondent Agency placed Petitioner on floating status effective 4 January 2011 pursuant to the letter request of Maynilad, that guards assigned to it be replaced due to infractions committed by them. It also appears that on 14 January 2011, Petitioner was assigned at FPIC West Tower up to 28 June 2011. Suprisingly, while Petitioner was posted at FPIC West Tower, he received a letter from Private Respondent Agency that his "floating status" will expire on 4 July 2011 and since no client wanted his services, the latter was constrained to terminate him effective that date.

Based on the above facts, we rule that Petitioner was illegally dismissed. Petitioner was not on floating status when his services were terminated by Private Respondent Agency. In fact, he was posted at FPIC West Tower up to 28 June 2011 and this allegation of Petitioner was not even rebutted by Private Respondent by presenting evidence to the contrary. How could then Petitioner be placed on floating status when he had actual assignment during the time that Private Repondent Agency claimed that he was so?

The truth is, Private Respondent Agency dismissed Petitioner without just or authorized cause. Private Respondent Agency failed to prove by substantial evidence its allegation that none of its clients wanted to accept Petitioner despite its effort to offer his services to them.

It is well-settled that the onus of proving that there is no post available to which the security guard can be assigned rests on the employer, viz.: [29]

When a security guard is placed on a "floating status," he does not receive any salary or financial benefit provided by law. Due to the grim economic consequences to the employee, the employer should bear the burden of proving that there are no posts available to which the employee temporarily out of work can be assigned.[30]

Having been illegally dismissed, Petitioner is entitled to the benefits under Article 279[31] of the Labor Code which provides that an employee who is unjustly dismissed from work shall be entitled to reinstatement without

loss of seniority rights and other privileges; to his full backwages, inclusive of allowances; and to other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.[32] However, only Private Respondent Agency is liable for the payment of Petitioner's monetary award. Corporate officers, absent any evidence that they have exceeded their authority, are not personally liable for their official acts. For a corporation has, by legal fiction a personality separate and distinct from its officers, stockholders and members. In cases of illegal dismissal, this fictional veil may be pierced and its directors and officers held solidarily liable with it, where the dismissals of its employees are done with malice or in bad faith, which was not proven to be the case here.[33]

Inasmuch as Petitioner was compelled to litigate in order to protect his rights and interests,[34] it is but proper that attorney's fees in the amount of 10% of the total monetary award, be given to him, to be paid by Private Respondent Agency.

Private Respondent Agency however capitalizes on the Release Waiver and Quitclaim executed by Petitioner in its favor.

We rule that although Petitioner executed a Release Waiver and Quitclaim in favor of Private Respondent Agency, the same did not validate his dismissal from service. As ruled by the Supreme Court in the case of *Emco Plywood Corp. v. Abelas*:^[35]

Deeds of release or quitclaim cannot bar employees from demanding benefits to which they are legally entitled or from contesting the legality of their dismissal. The acceptance of those benefits would not amount to estoppel. The amounts already received by the present respondents as consideration for signing the Quitclaims should, however, be deducted from their respective monetary awards.

Hence, despite Petitioner's execution of Release Waiver and Quitclaim, the same did not foreclose his right to pursue a legitimate claim for illegal dismissal.[36] However, the amount he received from Private Respondent Agency by virtue of the Release Waiver and Quitclaim should be deducted from his total monetary award.

WHEREFORE, premises considered, the instant Petition is hereby GRANTED. Accordingly, the 27 July 2012 Decision and the 28 September 2012 Resolution of the National Labor Relations Commission (NLRC) Sixth Division in NLRC LAC Case No. 05-001384-12 are REVERSED and SET ASIDE.

The instant Petition is REMANDED to the Labor Arbiter for further proceedings to make a detailed computation of the exact amount of monetary benefits due Petitioner.

Private Respondent Agency is ordered to pay the computed monetary award by the Labor Arbiter plus 10% thereof as attorney's fees.

SO ORDERED.

C E R T I F I C A T I O N

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusion in the above decision was reached in consultation before the case was assigned to the writer of the opinion of the Court.

Villon, S.E., Chairperson and Corales, P.B., JJ., concur.

[1] It appears from the records that Private Respondent Gabby Lopez is in no way connected with Private Respondent Goldlink Security and Investigative Services, Inc. and hence should not have been impleaded as a

party.

[2] Rollo, pp. 22-29.

[3] Id. at pp. 37-38.

[4] As culled from the records.

[5] Id. at p. 59.

[6] Id. at p. 47.

[7] Id. at p. 46.

[8] Id. at pp. 13-14.

[9] Id. at p. 62.

[10] Petitioner's Position Paper, Rollo, pp. 39-45; Private Respondents' Position Paper, Rollo, pp. 50-58.

[11] Petitioner's Reply, Id. at pp. 67-69; Private Respondents' Rejoinder to Complainant's Reply, Id. at pp. 71-73; Petitioner's Rejoinder, Id. at pp. 74-76.

[12] Rollo, pp. 15-21.

[13] Id. at pp. 198-199.

[14] Id. at pp. 101-106.

[15] Id. at pp. 137-140.

[16] Supra note 1.

[17] Rollo, p. 29.

[18] Id. at pp. 31-35.

[19] Supra note 2.

[20] Rollo, p. 38.

[21] Id. at pp. 3-12.

[22] Id. at pp. 149-155.

[23] Id. at pp. 159-167.

[24] Id. at pp. 168-174.

[25] Id. at p. 6.

[26] Supra note 8.

[27] Id.

[28] *Salvalozza v. NLRC*, G.R. No. 182086, November 24, 2010 citing *Megaforce Security and Allied Services, Inc. v. Lactao*, G.R. No. 160940, July 21, 2008, 559 SCRA 117-118; *Duldulao v. Court of Appeals*, G.R. No. 164893, March 1, 2007, 517 SCRA 191, 199 and *Phil. Employ Services and Resources, Inc. v. Paramio*, 471 Phil. 753, 778 (2004).

[29] See *Nationwide Security and Allied Services, Inc. v. Valderama*, G.R. No. 186614, February 23, 2011.

[30] *Id.* citing *Pido v. National Labor Relations Commission*, G.R. No. 169812, February 23, 2007, 516 SCRA 609, 616-617.

[31] ART. 279. Security of Tenure. — In cases of regular employment, the employer shall not terminate the services of an employee except for a just cause or when authorized by this Title. An employee who is unjustly dismissed from work shall be entitled to reinstatement without loss of seniority rights and other privileges and to his full backwages, inclusive of allowances, and to his other benefits or their monetary equivalent computed from the time his compensation was withheld from him up to the time of his actual reinstatement.

[32] See *Nationwide Security and Allied Services, Inc. v. Valderama*, *supra* note 29 citing *Megaforce Security and Allied Services, Inc. v. Lactao*, G.R. No. 160940, July 21, 2008, 559 SCRA 118-119.

[33] See *Londonio v. Bio Research Inc.*, G.R. No. 191459, January 17, 2011 citing *Rondina v. Court of Appeals et al.*, G.R. No. 172212, July 9, 2009, 592 SCRA 346, 357 citing *Carag v. NLRC et al.*, G.R. No. 147590, April 2, 2007, 520 SCRA 28, 56.

[34] See Article 2208 of the New Civil Code.

[35] G.R. No. 148532, April 14, 2004.

[36] See *Villar v. NLRC*, G.R. No. 130935, May 11, 2000.

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