

**RENANTE P. ARANETA, JOSE F. LOZANO, JR., JUMEL Q. OBEDICEN
AND ROEN P. LAZARO, PETITIONERS, VS. NATIONAL LABOR
RELATIONS COMMISSION (THIRD DIVISION), AND PURITAN
INDUSTRIAL SECU...**

Ponente: LAMPAS PERALTA, J.

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LAMPAS PERALTA, J.:

Before the Court is a petition for certiorari under Rule 65, 1997 Rules of Civil Procedure, as amended, assailing public respondent National Labor Relations Commission's (NLRC's) (i) Resolution dated September 30, 2013[1] in NLRC LAC NO. 08-002337-13 (NLRC NCR Cases Nos. 06-09225-12, 06-08872-12, 06-08827-12, 06-08796-12, 05-08153-12, 05-08244-12, 06-08686-12) which affirmed, subject to certain modifications, the labor arbiter's Decision dated October 30, 2012[2] ordering private respondents to pay petitioners the refundable cash deposit under the service contract between petitioners and private respondents, and petitioners' unpaid salaries and 13[th] month pay, and (ii) Resolution dated December 27, 2013[3] which denied petitioners' motion for reconsideration of the Decision dated September 30, 2013.

THE ANTECEDENTS

Private respondent Puritan Industrial Security Agency (Puritan, for brevity) is a security agency engaged in providing security and surveillance services to various clients. Its president is private respondent Antonio S. Awayan, Jr.[4] Petitioners Renante P. Araneta, Jose F. Lozano, Jr., Jumel Q. Obedicen and Roen P. Lazaro were hired as security guards by private respondent Puritan and detailed at different malls, supermarkets and retail outlets operated by the SM Group of Companies and its affiliates (SM, for brevity).[5] The controversy arose when private respondent Puritan allegedly failed to timely pay the salaries and benefits of petitioners and its other security guards.

On March 26, 2012, petitioners and the other security guards tendered their individual resignation letters all dated March 31, 2012 to private respondents.[6] Thereafter, petitioners and the other security guards were absorbed by Right Eight Security Agency, the agency hired by SM after terminating its contract with private respondent Puritan.[7]

The salient facts were summarized in the Resolution dated September 30, 2013 of public respondent NLRC as follows:

“Complainants were hired on various dates by respondent-appellee Puritan Industrial Security Agency ('Puritan') to guard various malls, supermarkets, retail outlets and other establishments operated by the SM Group of Companies ('SM'). They worked by shifts and received the prevailing minimum wage.

Starting in 2011, Puritan began experiencing difficulties in collecting payments from SM which resulted to the delay in the release of complainants' wages and other benefits. On 08 March 2011, Puritan sent a demand letter to SM involving receivables amounting to P3,573,712.10 (Records, pp. 322-323).

On 10 January 2012, SM's Security Affairs Office sent a letter to Puritan requiring the agency to settle the

unpaid salaries of its guards otherwise it will recommend the termination of its service contracts with SM (Records, p.324).

In reply, Puritan asked for an extension of the deadline and appealed for the payment of three (3) billing periods, i.e., 16 to December 2011, 01 to 15 January 2012 and 16 to 31 January 2012 (Records, p.325).

On 07 March 2012, Puritan received notices of termination of contract from three (3) SM affiliates and seven (7) Watson branches effective 30 days from notice (Records, p.326-328, 350).

On 26 March 2012, complainants submitted their individual resignation letters to Puritan (Records, pp. 329-349)."[8]

Petitioners and the other security guards filed with the labor arbiter separate complaints against private respondents. Rey Verano, petitioner Renante P. Araneta, Racquel Chiefe, Genaro Cammayo and Rochelle Abogado filed a complaint for underpayment of salary/wages and nonpayment of 13th month pay and separation pay.[9] The complaint of petitioners Jose F. Lozano, Jr. and Jumel Q. Obedicen, together with Jimwel Pedro, Julito Ruelo and Joven Torrecampo, was for underpayment of separation pay, nonpayment of salary/wages and illegal deduction including non-remittance of SSS, Pag-IBIG and Philhealth contributions.[10] Juanito Samillano, Esmeraldo Ludivese and Henry Lanzaderas filed their own complaint for nonpayment of salary/wages, 13th month pay, separation pay, retirement benefits and return of cash including moral and exemplary damages plus SSS and Pag-IBIG loan deductions.[11] Eduardo Antonio and petitioner Roen P. Lazaro's complaint was for nonpayment of salary/wages and retirement benefits including SSS and Pag-IBIG loan contributions.[12] Petitioner Roen P. Lazaro later filed an amended complaint which included nonpayment of separation pay and return of cash bond.[13] Other similar complaints were filed by Bobby Calumpiano, Joselito Villoga, Jerry Nolasco, Julibert Aguila, Jerry Tibre and Celestino Hagonoy, Jr.[14] The cases were consolidated and assigned to Labor Arbiter Adolfo C. Babiano.[15]

The respective positions of the parties were summarized in the Resolution dated September 30, 2013 of public respondent NLRC as follows:

"In their Position Papers, complainants alleged that on 07 April 2012, they were all advised to tender their resignation in view of the termination by SM management of its service contracts with Puritan. They were assured and promised that upon their resignation, they will be paid separation pay as well as retirement benefits.

Complainants further claimed that during their employment, there were instances when their salaries were delayed for as short as one month and as long as three months. There were also deductions made in their salaries. They were deducted cash bonds in the amount of P25.00 in 1996 which was thereafter increased to P75.00 in 2010. Puritan also collected from their salaries certain amounts in the form of performance bonds and insurance premiums. Aside from these deductions, Puritan deducted amounts representing their SSS, Philhealth and Pag-ibig contributions. However, upon verification, they discovered that these amounts were not remitted to said government agencies.

Additionally, complainants asserted that they were given or apportioned with amounts which were supposed to be retirement benefits. These can be gleaned from their early payslips. It was only recently that their payslips no longer included an item for retirement benefits. After several inquiries, complainants were assured that they will continue to receive the same although it was no longer indicated in their payslips.

Complainants argued that the apportioning of retirement benefits is already an established company practice and, therefore, they have a vested right to the same. This benefit was given by Puritan to enable complainants to reap the fruits of their labor at an early age. However, upon their resignation, the same was not paid to them.

For their part, respondents alleged that in view of the adoption by SM of a new procedure in handling the billings of its suppliers, the salaries of complainants were delayed. Respondents repeatedly explained the problem to complainants and they went out of their way to alleviate the situation by making partial payments in the form of cash advances or ATM deposits to the accounts of complainants.

Respondents contended that they have substantially paid complainants' claims and have no intention of avoiding the unpaid balances still due them. They however denied any liability for separation pay and retirement benefits. They argued that on 26 March 2012, complainants voluntarily resigned from Puritan. Later, respondents learned that they have joined the new agency engaged by SM. At the time of their resignations, they have not reached the age of retirement. Under these circumstances, there is no basis for them to claim separation pay and retirement benefits.”[16]

Meanwhile, fourteen (14) of the complainants settled their claims with private respondent Puritan.[17] On the other hand, the complaints filed by Joven Torrecampo and Celestino Hagonoy, Jr. were dismissed without prejudice for failure to verify their position paper.[18] The remaining complainants included petitioners and Racquel Chiefe.

After the parties had presented their respective evidence, the labor arbiter rendered a Decision dated October 30, 2012[19] ordering private respondents to pay refundable cash deposit and unpaid 13[th] month pay to petitioners and Racquel Chiefe, and to pay unpaid salaries to Racquel Chiefe and Henry Lanzaderas. Thus:

“WHEREFORE, judgment is hereby rendered ordering respondents to pay complainant as follows:

Complainant's Name Refundable

Cash

Deposit Unpaid

13[th]Month

Pay Balance of

Unpaid

salaries Total Amount

Due Each

Complainant

1. Araneta, Renante P6,475.00 P2,654.39 – P9,129.39
2. Chiefe, Racquel P6,475.00 P2,429.04 P2,424.00 P11,328.04
3. Lazaro, Roen P4,725.00 P2,761.75 – P7,486.75
4. Obedicen, Jumel P3,575.00 P1,810.63 – P5,385.63
5. Lanzaderas, Henry P3,825.00 P2,567.53 P4,180.49 P10,573.02

TOTAL P43,902.83

The complaints of Joven Torrecampo and Celestino Hagonoy, Jr. are dismissed without prejudice.

All other claims are dismissed for lack of merit.

SO ORDERED.”

Petitioners filed an appeal[20] before public respondent NLRC which rendered a Resolution dated September 30, 2013,[21] affirming the labor arbiter's Decision dated October 30, 2012, subject to the modification that private

respondents were further ordered to pay petitioners their unpaid salaries for the period from April 1 to 6, 2012. Thus:

“WHEREFORE, premises considered, the APPEAL is PARTIALLY GRANTED. The 30 October 2012 Decision of Labor Arbiter Adolfo C. Babiano is hereby AFFIRMED with the following MODIFICATIONS:

- The name Henry Lanzaderas as appearing in the dispositive portion is corrected to reflect the name of complainant-appellant Jose F. Lozano; and,
- Respondents are additionally ordered to pay complainants-appellants their unpaid salaries for the period 01 to 06 April 2012.

The rest of the Decision STANDS.

SO ORDERED.”

Petitioners filed a motion for reconsideration.[22] On October 29, 2013 Racquel Chiefe and private respondents agreed to amicably settle the case. Racquel Chiefe voluntarily acknowledged receipt of P20,000.00 and executed a “Quitclaim and Release” in favor of private respondents.[23]

In a Resolution dated December 27, 2013,[24] public respondent NLRC approved the amicable settlement between Racquel Chiefe and private respondents, and considered Racquel Chiefe's claims closed and terminated. Petitioners' motion for reconsideration was denied by public respondent NLRC.

Thus, petitioners filed the present petition for certiorari which is premised on the following arguments:

“Petitioners Renante Araneta and Roen Lazaro have not been paid their salaries for the period covering January 2012 and March 2012.”[25]

“The petitioners are entitled to separation pay.”[26]

THE ISSUES

Whether public respondent NLRC committed grave abuse of discretion in finding that (i) petitioners had been paid their salaries for the months of January 2012 and March 2012, and (ii) petitioners were not entitled to separation pay.

THE COURT'S RULING

In affirming the labor arbiter's Decision dated October 30, 2012 which found that petitioners had been paid their salaries for the months of January 2012 and March 2012, and they were not entitled to separation pay, public respondent NLRC ratiocinated that private respondents were able to prove that said salaries were paid to petitioners and the latter were not entitled to separation pay because they voluntarily resigned from employment. However, public respondent NLRC modified the labor arbiter's Decision dated October 30, 2012 by ordering private respondents to pay petitioners their salaries from April 1 to 6, 2012.[27] Said public respondent NLRC:

“In this case, respondents-appellees have shown that they have paid the salaries of complainants-appellants for the months of January 2012 and March 2012 (Records, pp. 601, 603-604, 610-615, 617 [Llazarro]; 629, 633, 634-636, 640, 642 [Lozano]; pp. 654, 659, 661-662, 667-669 [Obedicen]; pp. 418, 421-422, 430-432, 434 [Araneta]).

xxx xxx xxx

As to their prayer for separation pay, the same was correctly denied by the Labor Arbiter.

Record shows that complainants-appellants individually resigned from their posts and opted to be absorbed by the new security agency engaged by the SM Group of Companies in replacement of Puritan. While complainants-appellants claimed that they did not voluntarily resign, there is nothing to substantiate their

claim. Unfortunately, we cannot be swayed by complainants-appellants' care and self-serving allegations of being lured into resigning. In the absence of substantial evidence, such assertions can only constitute as empty imputations of a fact that could hardly be given any evidentiary weight.”[28]

Petitioners asseverate that private respondents failed to prove that petitioners Renante P. Araneta and Roen P. Lazaro were paid their salaries for the months of January 2012 and March 2012 considering that the evidence presented by private respondents consisting of “print-outs” of “ATM payroll accounts transactions” were “merely computer-generated, unsigned and unauthenticated.”[29] Allegedly, private respondents “cannot legally set-off the alleged cash advances of petitioners Araneta and Lazaro against their salaries and monetary benefits.”[30]

For their part, private respondents maintain that while some of the “proofs of payment of the salaries” of petitioners Renante P. Aaraneta and Roen P. Lazaro appeared “in computer generated documents,” the same are “entitled to evidentiary credit” because they were “executed in the course of business by the respondents and availed of by petitioners themselves such that they were stopped (sic) to claim” that the documents “have no probative value.” Moreover, “to require respondents to pay again petitioners despite their having received their salaries for the period January 2012 and March 2012 will constitute a violation of the principle of unjust enrichment.”[31]

The petition is bereft of merit.

It must be stressed at the outset that the issues raised by petitioners are factual and therefore not proper subject of a special civil action of certiorari. The Court's power to review in this case is limited to questions of jurisdiction or grave abuse of discretion of judicial or quasi-judicial tribunals or officials,[32] and does not extend to an evaluation of the sufficiency of the evidence upon which the proper labor officer or office based his or its determination.[33]

In any event, even if the petition is resolved on its merits, the same must fail just the same. For there is absence of showing that public respondent NLRC gravely abused its discretion in issuing the assailed Resolutions dated September 30, 2013 and December 27, 2013 which are supported by substantial evidence. It is basic that substantial evidence is such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[34]

Records bear that private respondents paid the salaries of petitioners Renante P. Araneta and Roen P. Lazaro for the months of January 2012 and March 2012. Private respondents presented a letter dated May 30, 2012[35] addressed to the Branch Head of Robinsons Savings Bank Malabon Branch to “debit” from private respondent Puritan's “Current Account # 125-23-000001-9 representing guards payroll Jan. 01-31, 2012 (CUBAO DEPT STORE)” and listed the account numbers and names of the guards involved which included the names of petitioners Renante P. Araneta and Roen P. Lazaro. Private respondents also presented the ATM payroll transactions of petitioner Renante P. Araneta showing the deposit of money made by private respondent Puritan and the withdrawals petitioner Renante P. Araneta made thereon from July 12, 2011 to May 30, 2012,[36] and the ATM payroll transactions of petitioner Roen P. Lazaro showing the credit of money by private respondent Puritan and the withdrawals made thereon by petitioner Roen P. Lazaro from July 12, 2011 to July 9, 2012.[37]

Notably, the case cited by petitioners, *Ester M. Asuncion vs. NLRC, et al.*, [38] is not on all fours with the present case as said case involved the dismissal of an employee who was charged with, among others, “chronic absenteeism,” “habitual tardiness,” and “loitering and wasting of company time.” The company in said case presented “handwritten listing and computer print-outs” where the “entries of time and other annotations were x x x handwritten and unsigned” in order to prove the employee's “absenteeism and tardiness.” The Supreme Court thus held that the handwritten listing and unsigned computer print-outs were unauthenticated and therefore

unreliable. Thus:

“In the case at bar, there is a paucity of evidence to establish the charges of absenteeism and tardiness. We note that the employer company submitted mere handwritten listing and computer print-outs. The handwritten listing was not signed by the one who made the same. As regards the print-outs, while the listing was computer generated, the entries of time and other annotations were again handwritten and unsigned.

We find that the handwritten listing and unsigned computer print-outs were unauthenticated and, hence, unreliable. Mere self-serving evidence of which the listing and print-outs are of that nature should be rejected as evidence without any rational probative value even in administrative proceedings.”

The foregoing ruling does not apply in this case because the ATM payroll transactions presented by private respondents in the present case bore the name of the bank, Robinsons Bank Corporation. While the ATM payroll transactions are computer print-outs, the same came from Robinsons Savings Bank and showed that petitioners Renante P. Araneta and Roen P. Lazaro made withdrawals on their respective payroll savings accounts which corresponded to the dates when their salaries for January 2012 and March 2012 were credited by private respondent Puritan. This can only mean that petitioners Renante P. Araneta and Roen P. Lazaro, indeed, received their salaries for January 2012 and March 2012.

Petitioners further argue that they are entitled to separation pay because they were “constructively dismissed” as “they were forced to sever their employment with the private respondents due to the latter’s continued refusal to pay their salaries and other benefits.”[39]

It is basic that resignation is the voluntary act of an employee who is in a situation where one believes that personal reasons cannot be sacrificed in favor of the exigency of the service, and one has no other choice but to dissociate oneself from employment. It is a formal pronouncement or relinquishment of an office, with the intention of relinquishing the office accompanied by the act of relinquishment.[40]

It is clear from the resignation letters of petitioners that they voluntarily resigned from employment. The letters were all dated March 31, 2012 and contained the same wordings, save for the number of years in the company, to wit:

Re: Resignation Letter of petitioner Renante P. Araneta

“Staying with your company for 15 years is worthwhile, but trials is also there. Thank you for being an instrument in my life as a security personnel, and I regret that we have to part ways, I am tendering my resignation effective MARCH 31, 2012 for a purpose.”[41]

Re: Resignation Letter of petitioner Jose F. Lozano, Jr.

“Staying with your company for 7 years is worthwhile, but trials is also there. Thank you for being an instrument in my life as a security personnel, and I regret that we have to part ways, I am tendering my resignation effective MARCH 31, 2012 for a purpose.”[42]

Re: Resignation Letter of petitioner Jumel Q. Obedicen

“Staying with your company for 3 years is worthwhile, but trials is also there. Thank you for being an instrument in my life as a security personnel, and I regret that we have to part ways, I am tendering my resignation effective MARCH 31, 2012 for a purpose.”[43]

Re: Resignation Letter of petitioner Roen P. Lazaro

“Staying with your company for 5 years is worthwhile, but trials is also there. Thank you for being an instrument in my life as a security personnel, and I regret that we have to part ways, I am tendering my

resignation effective MARCH 31, 2012 for a purpose.”[44]

Notably, there is no indication whatsoever in the resignation letters of petitioners that they had any ill-will against private respondents. What is apparent is their intention to resign from employment. Apart from their self-serving allegation, petitioners failed to present independent evidence to show the alleged involuntariness in their resignation. It may also be noted that there was no gap in petitioners' employment as they were immediately absorbed by Right Eight Security Agency, the security agency engaged by SM after it terminated its contract with private respondent Puritan.[45]

It is basic that an employee who voluntarily resigns from employment is not entitled to separation pay, except when it is stipulated in the employment contract or CBA, or it is sanctioned by established practice or policy of the employer.[46] Absent any allegation that separation pay is stipulated in petitioners' employment contracts or their CBA, or that the grant of separation pay is a policy of private respondent Puritan, petitioners are not entitled to separation pay.

In sum, there is grave abuse of discretion only when a court, board, tribunal or official acts in a capricious, whimsical, arbitrary or despotic manner in the exercise of judgment as to be equivalent to lack of jurisdiction.[47] No grave abuse of discretion has been shown to exist in the present case, since the assailed Resolutions dated September 30, 2013 and December 27, 2013 of public respondent NLRC are in accordance with law and settled jurisprudence.

WHEREFORE, the petition is denied for lack of merit.

SO ORDERED.

Cruz, S. C., and Hernando, R. P. L., JJ., concur.

[1] pp. 25-31, Rollo

[2] pp. 670-682, Ibid.

[3] pp. 33-35, Ibid.

[4] p. 95, Ibid.

[5] p. 5, Ibid.

[6] pp. 130, 132, 136, 140, Ibid.

[7] p. 6, Ibid.

[8] p. 26, Ibid.

[9] pp. 36-37, Ibid.

[10] pp. 38-39, Ibid.

[11] pp. 40-41, Ibid.

[12] pp. 42-43, Ibid.

[13] p. 44, Ibid.

[14] pp. 45-49, Ibid.

- [15] p. 26, Ibid.
- [16] p. 27, Ibid.
- [17] pp. 27-28, 150-153, Ibid.
- [18] pp. 678, 682, Ibid.
- [19] pp. 670-682, Ibid.
- [20] pp. 684-699, Ibid.
- [21] pp. 25-31, Ibid.
- [22] pp. 708-716, Ibid.
- [23] p. 34, Ibid.
- [24] pp. 33-35, Ibid.
- [25] p. 11, Ibid.
- [26] p. 15, Ibid.
- [27] p. 28, Ibid.
- [28] p. 29, Ibid.
- [29] p. 12, Ibid.
- [30] p. 14, Ibid.
- [31] pp. 730-731, Ibid.
- [32] SSS Employees Association vs. Perlita Bathan-Velasco, et al., 313 SCRA 250, August 27, 1999
- [33] Toyota Autoparts, Philippines, Inc. vs. Director, Bureau of Labor Relations, 304 SCRA 95, March 2, 1999
- [34] Travelaire & Tours Corp. vs. NLRC, 294 SCRA 505, August 20, 1998
- [35] p. 177, Rollo
- [36] pp. 209-217, Ibid.
- [37] pp. 388-396, Ibid.
- [38] 362 SCRA 56, July 31, 2001
- [39] pp. 16, 15, Rollo
- [40] BMG Records (Phils.), Inc. vs. Aida C. Aparecio, 532 SCRA 300, September 5, 2007
- [41] p. 130, Rollo
- [42] p. 132, Ibid.
- [43] p. 136, Ibid.
- [44] p. 140, Ibid.
- [45] p. 6, Ibid.

[46] Hinatuan Mining Corporation vs. NLRC, et al., 268 SCRA 622, February 21, 1997

[47] Arsenio Reyes vs. Court of Appeals, 328 SCRA 864, March 27, 2000

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