

**SKYHAWK SECURITY FORCE AND ALLIED SERVICES, INC.,
PETITIONER, VS. ANTONINO ROLLO, LOWELA MAE PADEN, CLAIRE
DE LEON, EDNA GASPAR AND NATIONAL LABOR RELATIONS
COMMISSION (SIXTH DI...**

Ponente: DIAMANTE, J.

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DIAMANTE, J.:

For the Court's resolution is the present Petition For Certiorari (With Prayer For The Issuance Of Temporary Restraining Order and/or Preliminary Injunction) under Rule 65 of the 1997 Revised Rules of Civil Procedure filed by the petitioner Skyhawk Security Force and Allied Services, Inc. (Skyhawk) which seeks to annul and set aside the National Labor Relations Commission (NLRC) Sixth Division's May 29, 2013 Decision[1] and August 28, 2013 Resolution[2] (denying the petitioners' Motion For Reconsideration to the May 29, 2013 NLRC's Decision) in NLRC NCR Case No. 04-06436-12 (NLRC LAC No. 02-000574-13). The dispositive portion of the NLRC's Decision, reads, thus:

"WHEREFORE, premises considered, the Decision dated December 28, 2012 is MODIFIED. Respondent Skyhawk Security Services, Inc. (formerly Skyhawk Security Force and Allied Services, Inc.) is ordered to pay complainants their holiday pay as modified above. Other parts of the Decision stand.

SO ORDERED."[3]

As summarized by the NLRC, the relevant facts are as follows:

"On June 15, 2012, the complainants filed an amended complainant (sic) against the respondents claiming for underpayment of wages, non-payment of overtime pay, holiday pay, holiday premium, service incentive leave pay, 13[th] month pay, ECOLA, night shift differential, cash bond, separation pay, damages and attorney's fees.

Only respondent Skyhawk was served with summons.

In their Position Paper and 'Sama-samang Salaysay' attached thereto, complainants alleged that they were hired as security guards by the respondent security agency on the following dates:

Name Date Hired

Rollo, Jr. March 22, 2011

Paden September 3, 2008

De Leon April 16, 2008

Gaspar July 6, 2009

They were posted at the respondent PARCO Supermarket in Concepcion, Marikina City under an existing security service contract. They claimed that despite working for 14 hours a day or from 8:00 a.m. to 10:00 p.m.,

they were only paid P10,000.00 each a month. They further claimed that the respondent agency did not also pay their 13th month pay, service incentive leave pay, holiday pay as well as ECOLA. They likewise stated that respondents Skyhawk and Parco do not issue payslips and payrolls. Because of this, they copy their net pay in a sheet of bond paper.

The complainants averred that on April 25, 2012, they learned that PARCO will replace them. Beginning April 26, 2012, the respondent security agency placed them on floating status as there were no available posts for them. In the first week of June 2012, they, except complainant Rollo, Jr., claimed their unpaid salary from the respondent agency. Cesar Taguiling, the Operations Manager, however told them that they were already blacklisted and can no longer apply in other agencies. They then decided to file a complaint for money claims and refund of cash bond.

On the other hand, respondent Skyhawk denied the monetary claims of the complainants by advancing the defense of payment. As proof, it submitted as evidence the payrolls covering the period January 1 to April 30, 2012 together with the corresponding time cards of the complainants. In addition, it also presented the complainants' respective authorization granted to their fellow guards to receive their salaries and cash advances.

In their Reply, the complainants maintained that respondent agency presented fake and fabricated payrolls to prove that they were paid in accordance with law. They pointed out that in the column for signatures appears the signature of one and single unidentified signature whom they never authorized to receive their salaries. They insisted that they received only P10,000.00 a month salary and nothing more. They challenged the respondents to produce the originals.

The complainants also submitted handwritten payrolls from which they copied their net salary stated therein and not the payrolls submitted by the respondent security agency.

In Reply, the respondent security agency stood firm on its contention that the complainants were all paid their full and correct salary/wages as well as other benefits required by law as shown by the payrolls voluntarily by (sic) signed by them or their authorized representatives.

On December 5, 2012, the Labor Arbiter conducted a clarificatory hearing where the complainants, and the respondent security agency and its counsel attended. In that hearing, the respondent agency's counsel presented the copies of the original payrolls (Annexes '9-A' - '9-E). He also manifested that the security agency complied with the PADPAO. They maintained that the complainants duly authorized the person whose signature appeared in the payrolls.

Complainants admitted having authorized somebody to receive their 'sahod', with the qualification that their rate per hour was only 36.00."^[4]

On December 28, 2012, the Labor Arbiter (LA) came up with its findings and denied the complainants' (now the private respondents) monetary claims except holiday pays and refund of cash bond. She ordered Skyhawk to pay the complainants' holiday pays and cash bond computed as follows:

"1. Antonino Rollo, Jr.

3/22/11 to 4/20/12 = 12.93 months

3/22/11 to 4/20/12 = 13 holidays

P404 x 13 holidays = P5,252.00 holiday pay

$P200 \times 12.93 = P2,586.00$ cash bond

total

= P7,838.00

2. Lowela Mae Paden

4/20/09 to 6/30/10 = 14.33 months

4/20/09 to 6/30/10 = 14 holidays

$P382 \times 14$ holidays = P5,348.00 holiday pay

$P200 \times 14.33 = P2,866.00$ cash bond

total

= P8,214.00

7/01/10 to 4/20/12 = 21.63 months

7/01/10 to 4/20/12 = 22 holidays

$P404 \times 22$ holidays = P8,888.00 holiday pay

$P200 \times 21.63 = P4,326.00$ cash bond

= P13,214.00

total

= P21,428.00

3. Claire De Leon

4/20/09 to 6/30/10 = 14.33 months

4/20/09 to 6/30/10 = 14 holidays

$P382 \times 14$ holidays = P5,348.00 holiday pay

$P200 \times 14.33 = P2,866.00$ cash bond

total

= P8,214.00

7/01/10 to 4/20/12 = 21.63 months

7/01/10 to 4/20/12 = 22 holidays

P404 x 22 holidays = P8,888.00 holiday pay

P200 x 21.63 = P4,326.00 cash bond

P13,214.00

total

= P21,428.00

4. Edna R. Gaspar

7/6/09 to 6/30/10 = 13.80 months

7/6/09 to 6/30/10 = 12 holidays

P382 x 12 holidays = P4,584.00 holiday pay

P200 x 13.80 (sic) = P2,760.00 cash bond

= P7,344.00

7/01/10 to 4/20/12 = 21.63 months

7/01/10 to 4/20/12 = 22 holidays

P404 x 22 holidays = P8,888.00 holiday pay

P200 x 21.63 = P4,326.00 cash bond

= P13,214.00

total

= P20,558.00"[5]

And disposed the matter in this wise:

"WHEREFORE, in view of the foregoing, respondent Skyhawk Security Services, Inc. is ordered to pay complainants' holiday pays and cash bond in the aggregate sum of P71,252.00, plus 10% of the total judgment

award by way [of] attorney's fees.

In so far as PARCO Selection Supermarket is concerned, this case is dismissed for lack of jurisdiction.

The complaint of Chona M. Igdanes is dismissed without prejudice.

All other claims are denied for lack of merit.

SO ORDERED."[6]

Not contented with the LA's findings, both parties appealed. Eventually, the NLRC issued the now-assailed Decision and agreed with the LA that the private respondents are not entitled to monetary benefits since the petitioner was able to establish (with evidence) that the same were already paid, except for the holiday pay as modified. With respect to the cash bonds, the NLRC basically sustained the LA's declaration to award the same to the private respondents. Finally, the NLRC denied the petitioner's claims for moral and exemplary damages as well as attorney's fees on the ground that the same were baseless.

Stuck to its stand, the petitioner is now before Us via the present recourse on grounds that the NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction in: (1) modifying the LA's Decision and finding that it is liable for the payment of holiday pay; (2) holding that it is liable for the refund of the cash bonds to the private respondents; and, (3) failing to award moral and exemplary damages and attorney's fees in its favor.[7]

The present Petition must fail.

Meanwhile, We would like to remind the herein parties that in a Resolution[8] dated May 14, 2014, this Court, without necessarily giving due course to the instant Petition, ordered private respondents, among others, to file their Comment (not a motion to dismiss) within ten (10) days from notice, and for the petitioner to file a Reply within five (5) days from receipt of the Comment, if so minded. In the same Resolution, We explicitly announced that upon submission of the said pleadings or the expiration of the period for filing of the same, the present Petition will be deemed submitted for decision, unless this Court requires the filing of Memoranda from the parties. Thereafter, the private respondents have submitted their "Comment"[9] to the present Petition. In a Resolution dated August 14, 2014,[10] We required the petitioner to manifest if it is still filing a Reply to the Comment, within ten (10) days from notice. Considering that no compliance to the same was filed as per verification report conducted by the Court Of Appeals Case Management Information System dated October 2, 2014,[11] the present case is now deemed submitted for decision sans Reply pursuant to this Court's May 14, 2014 Resolution.

Moving on, We find baseless the petitioner's claim that it can no longer be made liable for the private respondents' holiday pay considering that the same were already previously paid as shown in the private respondents' respective payroll.

Time and again, holiday pay is a legislated benefit enacted as part of the Constitutional imperative that the State shall afford protection to labor.[12] Its purpose is not merely "to prevent diminution of the monthly income of the workers on account of work interruptions. In other words, although the worker is forced to take a rest, he earns what he should earn, that is, his holiday pay." [13] It is also intended to enable the worker to participate in the national celebrations held during the days identified as with great historical and cultural significance. In fine, holiday pay is valid and allowed by law.

In the case at bench, We carefully evaluated the said payrolls[14] which allegedly contained columns pertaining to either payment for Legal Holidays or Special Holiday and needless to say that We are more convinced with the

ratiocination put forward by the NLRC on the matter, thus:

"xxx

On the claim of the respondent agency that it paid the complainants holiday pay based on the submitted payrolls, we partly agree. A scrutiny of the payrolls showed that indeed respondent agency paid complainants some holiday pay as follows:

Complainants

Jan. 1-15

Jan. 16-31

Apr. 1-15,

Total.

2012

2012

2012

Rollo P555.00 P181.80

P

736.80

Padena P487.13 P174.23 P404.00

P

1,065.36

Gaspar P454.50 P186.65

P

641.15

De Leon P454.50 P156.55 P404.00

P

1,015.05

These amounts should be deducted from the award of holiday pays by the Labor Arbiter. Accordingly, we modify as follows:

Name

Actual Award

Paid by respondent

Modified Award

based on the payrolls

Rollo

P

5,252.00

P

736.80

P

4,515.20

Padena

P

14,236.00

P

1,065.36

P

13,170.64

Gaspar

P

13,473.00

P

641.15

P

12,831.85

De Leon

P

14,236.00

P

1,015.05

P

13,220.95"

[15]

We find the foregoing conclusion in accord with the evidence on record. A perusal of the facts and evidence presented does not convince this Court to deviate from the NLRC's findings and We find that the lower tribunal properly appreciated the evidence submitted by both parties. The preceding pronouncement readily shows how this particular issue was properly particularized and summarized to meet the petitioner's query, and then correctly adjudicated on both evidential and legal grounds. To avoid repetitions, We opted to adopt the same.

In the same manner that this Court basically agrees with the conclusion reached by the NLRC that the cash bonds must be given back to the private respondents, viz.:

"First, while it may be true that illegal dismissal is not an issue in this case, however, this does not give the respondent security agency the right to withhold complainants' cash bonds held in trust by the former. Second, since the cash bonds rightfully belong to the complainants, who appear to be no longer working with the respondent security agency, the latter is obliged to return the same to the former." [16]

We find no reason to depart from the foregoing elaboration made by the NLRC. We find that the foregoing discussion is more appropriate and in accord with those extant on Record, hence, lend concurrence to it. The same never suggested that it committed grave abuse of discretion amounting to lack or excess of jurisdiction in coming up with its pronouncement. In passing, We would like to reiterate the time-honored doctrine that factual findings of administrative bodies should be accorded not only respect but even finality as they are supported by substantial evidence even if not overwhelming or preponderant [17] or that administrative agencies which have acquired expertise because their jurisdiction is confined to specific matters. [18] Considering the factual and legal precedents in the case at bench, the present Petition must be denied.

With respect to moral and exemplary damages prayed for by the petitioner, note that these damages, to be awarded, the party must prove bad faith. Otherwise, the presumption of good faith must be upheld. [19] In this case, the petitioner failed to prove its allegation of bad faith, hence, We cannot award moral and exemplary

damages upon it. Resultantly, the award for attorney's fees is also unavailing.[20]

In view of the foregoing discussion on the merits, this Court finds it unnecessary to delve any further to the petitioner's prayer for the issuance of Temporary Restraining Order and/or Preliminary Injunction. To Us, it is a mere corollary to the more important issue We have thus resolved.

WHEREFORE, the present Petition is hereby DENIED. The Court AFFIRMS in toto the assailed National Labor Relations Commission Sixth Division's May 29, 2013 Decision and August 28, 2013 Resolution in NLRC NCR Case No. 04-06436-12 (NLRC LAC No. 02-000574-13). Costs against the petitioner.

SO ORDERED.

Librea-Leagogo, (Chairperson), and, Sadang, JJ., concur.

[*] Also spelled as Antonio Rollo, Jr. in some pleadings in the Record.

[1] Rollo, pages 24-32

[2] Id. at 35-36

[3] NLRC's Decision, page 9; Rollo, page 32

[4] NLRC's Decision, pages 2-4; Rollo, pages 25-27

[5] LA's Decision, pages 9-11; Rollo, pages 172-174

[6] LA's Decision, page 12; Rollo, page 175

[7] Petition, page 6; Id. at 9

[8] Rollo, page 278

[9] Rollo, pages 279-281

[10] Id. at 285

[11] Id. at 286

[12] Constitution, Article XIII, Section 3

[13] Jose Rizal College v. NLRC and NATOW, G.R. No. 65482, December 1, 1987

[14] Rollo, pages 79 and 90

[15] NLRC's Decision, pages 7-8; Rollo, pages 30-31

[16] NLRC's Decision, page 8; Rollo, page 31

[17] Casa Filipina Realty Corp. v. Office of the President, G.R. No. 99346, February 7, 1995

[18] COCOFED v. Trajano, G.R. No. 98277, February 15, 1995

[19] Andrade v. Court of Appeals, G.R. No. 127932, December 7, 2001

[20] Article 2208 of the Civil Code

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