

EDUARDO C. SEMANES, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION (NLRC) AND UNITED DOCKHANDLERS, INC., ET AL. (UDI), PHILIPPINE PORTS AUTHORITY – ET AL. (PPA), RESPONDENTS.

Ponente: DIMAAMPAO, J.

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DIMAAMPAO, J.:

At the maelstrom of this Petition for Certiorari[1] are the Decision[2] and Resolution[3] dated 27 June 2012 and 25 January 2013, respectively, of the National Labor Relations Commission (NLRC), in NLRC LAC No. 10-002712-11.

The salient facts unfold as follows:

Petitioner Eduardo Semanes was a former employee of private respondent United Dockhandlers, Inc. (United).[4] Upon the other hand, United was the former arrastre and stevedoring company in Piers 6, 12, 14 and 16, North Harbor, Manila, authorized by co-respondent Philippine Ports Authority (PPA) to operate such business. On 19 November 2009, the PPA entered into a Contract[5] with Manila North Harbor Port, Inc. (Manila North) for the development, management, operation and maintenance of the Manila North Harbor (harbor) including the piers operated by United. Inevitably, the latter was forced to terminate its operations on 10 April 2010 when the Manila North took over its operations. Prior to the take over, the alliance of labor unions in North Harbor or the Alliance of Port Transport Workers-North Harbor (union) entered into a Memorandum of Agreement (MOA) with Manila North.[6] It was stipulated that Manila North would absorb the port workers in the harbor, and would advance the payment of their past service benefits. However, petitioner and his other co-workers were neither absorbed by the Manila North nor paid their past service benefits.

Consequently, the union and the different labor unions in the harbor filed Notices of Strikes before the National Conciliation and Mediation Board (NCMB), Department of Labor and Employment. Several conciliation meetings were held before the NCMB and to settle amicably the labor disputes, a Compromise Agreement was freely and voluntarily executed on 20 December 2010 by and between petitioner and other co-workers, on one hand, and United and Manila North, on the other hand.[7] The Compromise Agreement, attested by then NCMB Executive Director Reynaldo Ubaldo and Conciliators-Mediators Amorsolo Aglibut and Edgar Aquino, provides that United would pay all its employees not absorbed by Manila North a separation pay equivalent to 80% of the employee's monthly pay per year of service from 1 October 2001 to 15 April 2010. Pertinent portions of the Compromise Agreement read, as follows:

"a. UDI shall pay all its employees not absorbed/ enlisted/ employed/paid by MNHPI equivalent to Eighty Percent (80%) of the employee's monthly pay per year of service from October 1, 2001 to April 15, 2010, which payment shall be considered full and complete settlement of any and all claims of all UDI employees, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH and any and all of their individual officers/employees/members;

x x x x x

c. That all UDI, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH officers/employees/members hereby drop any and all of their money claims for past service/separation/ retirement benefits and any and all money claims against UDI and MNHPI and that UDI and MNHPI, their affiliates, subsidiaries and successors-in-interest, its stockholders, officers, directors, agents, employees, associates, contractors and consultants from any action, whether civil, criminal, administrative or otherwise are hereby released by all UDI employees, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH and their individual officers/employees/members from any and all claim or case or cases arising from the payment of past service/separation/retirement benefits and any and all money claims, absorption/enlistment/employment and/or any and all claims and any all any and all cause/s of action, including those that may have been inadvertently omitted, but nonetheless incidental and/or directly or indirectly related to the matter of non-absorption/non-enlistment and/or payment of past service/separation/retirement/non-employment and/or payment of past service/separation/ retirement benefits and other cause or causes of action;

x x x x x"[8] (*Italics Ours*)

In fealty to the foregoing covenant, United paid petitioner and his other co-workers the amount agreed upon by the parties. Thereupon, petitioner executed a Release and Quitclaim and received the amount of P203,400.00.[9]

In February 2011, petitioner and 12 other co-workers[10] (petitioner, et al.) lodged an Amended Complaint against United, PPA, Manila North, Atty. Juan Sta. Ana, Atty. Eusebio Go, Bonifacio Doroy, Mike Bernardino and Dr. Michael Romero, for illegal dismissal, underpayment of salary, non-payment holiday pay, 13[th] month pay, separation pay, ECOLA, illegal deductions, moral and exemplary damages, attorney's fees, discrimination, absorption, months backwages, dislocation pay, and accrued CBA benefits. By the same token, Manuel Marquez initiated a separate complaint against the same parties with identical causes of action and reliefs. Thus, the cases were ordered consolidated.[11]

PPA and United separately filed their Motion to Dismiss[12] on the ground that the parties had settled their disputes pursuant to the Compromise Agreement with petitioners, et al. executing their individual Release, Waiver and Quitclaim and receiving their corresponding separation pay benefits.

Assaying the pleadings and documentary evidence adduced by the parties, the Labor Arbiter rendered a Decision[13] adjudging that there was no illegal dismissal and that the Compromise Agreement and individual Release and Quitclaims executed by the parties were valid and binding. Accordingly, the Labor Arbiter dismissed the Consolidated Complaints, thusly—

“WHEREFORE, in view of the foregoing, judgment is hereby rendered GRANTING the Motion to Dismiss filed by the herein respondents.

The instant complaint is hereby DISMISSED for lack of merit.

SO DECIDED.”[14]

Nonplussed, petitioner, et al. appealed to the NLRC. In the impugned Decision, the labor tribunal reverberated with approbation the validity of the Compromise Agreement and the Release and Quitclaims. Thence, the Labor Arbiter's judgment of dismissal was affirmed with modification in that the complaint against the PPA was dismissed for lack of jurisdiction. Upon the other hand, the complaint against United and Manila North was dismissed due to amicable settlement. The Labor Arbiter disposed in this wise:

“WHEREFORE, premises considered, the decision appealed from is AFFIRMED with MODIFICATION that the complaint against Philippine Port Authority is DISMISSED for lack of jurisdiction while the complaint

complaint United United Dockhandlers, Inc. and Manila North Harbour Port, Inc., is likewise DISMISSED on the ground of amicable settlement.

SO ORDERED.”[15]

Petitioner, et al. moved for reconsideration but failed to attain favorable relief as the NLRC denied their plea in the repugned Resolution.[16]

Apparently, only petitioner comes to Us for relief through the instant Petition.

Failing to enumerate any specific grounds or assignment of errors, petitioner simply proffers the following: 1) that the PPA and United should pay his separation pay based on 12 hours computation; 2) that the PPA should pay the balance of his separation pay for the year 2001, ECOLA and other monetary benefits; and, (3) that the Manila North should absorb him as its employee.[17]

The Petition is barren of merit.

First. Records reflect that petitioner had already received his separation pay from United. In the Release and Quitclaim dated 8 December 2010, he acknowledged to have received the amount of P203,400.00 as full payment of all his monetary claims arising from his prior employment with United. The terms of the Waiver cannot be any clearer:

"RELEASE AND QUITCLAIM

For and in consideration of the sum of TWO HUNDRED THREE THOUSAND FOUR HUNDRED & 00/100 (P203,400.00), the receipt of which is hereby acknowledged in full, I EDUARDO C. SEMANES former employee of United Dockhandlers, Inc. not enlisted nor paid by Manila North Harbor Port Inc. hereby release and discharge United Dockhandlers, Inc., its officers and agents, from any and all claims proceeding from my employment with the said establishment such as unpaid wages, separation pay, overtime pay and all other remuneration which may be due for the undersigned in his capacity as employee of said establishment.

The undersigned recognizes the fact that the execution of this release and quit claim is a product of extensive deliberation, and that his receipt of the subject consideration does not amount to an admission of liability on the part of the establishment.

(Sgd.)

EDUARDO C. SEMANES

Date: DECEMBER 18, 2010

PAID IN THE PRESENCE OF:

(Sgd.)

AMORSOLO V. AGLIBUT

Conciliator – Mediator”[18] (Italics supplied)

The aforequoted notarized waiver is not at all ambiguous. Petitioner signed it in the presence of NCMB Conciliator-Mediator Amorsolo Aglibut. All of petitioner's claims such as unpaid wages, separation pay, overtime pay and all other remuneration, were waived in consideration of his receipt of the amount of P203,400.00. It is a primal doctrine that quitclaims in which employees voluntarily accept a reasonable amount or consideration as settlement are deemed valid.[19]

Second. We resonate the factual findings of the NLRC that there was no employer-employee relationship between petitioner and the PPA. Factual findings of labor officials, who are deemed to have acquired expertise in matters within their respective jurisdiction, are generally accorded not only respect but even finality, and bind the Court

when supported by substantial evidence.[20] It should be stressed that in his Petition, petitioner admitted that he was a former employee of United.[21] Hence, not being the employer of petitioner, the PPA cannot be held liable for the latter's claim for separation pay, ECOLA and other monetary benefits.

Third. Petitioner's plea that he be absorbed into the employment force of Manila North, deserves scant consideration. The power on who to hire or employ workers is a management prerogative. Jurisprudence recognizes the right to exercise management prerogative. Labor laws also discourage interference with an employer's judgment in the conduct of its business. For this reason, the Court often declines to interfere in legitimate business decisions of employers. The law must protect not only the welfare of employees, but also the right of employers.[22] The management is free to regulate, according to its own discretion and judgment, all aspects of employment, including hiring, work assignments, working methods, time, place and manner of work, processes to be followed, supervision of workers, working regulations, transfer of employees, work supervision, lay off of workers and discipline, dismissal and recall of workers.[23[]]

In synthesis, the NLRC committed no grave abuse of discretion in rendering the impugned Decision and Resolution.

WHEREFORE, the Petition is hereby DISMISSED.

SO ORDERED.

Ybañez and Manahan, JJ., concur.

[1] Rollo, pp. 10-16.

[2] Id., pp. 19-24.

[3] Id., pp. 27-31.

[4] Id., pp. 1, 292.

[5] Id., pp. 177-193.

[6] Rollo, pp. 194-197.

[7] Id., pp. 294, 108-111, 120.

[8] Rollo, pp. 108-109.

[9] Id., pp. 213, 227.

[10] Allan Lacorte, Paramor L. Lustiva, Ernesto N. Castillo, Ricardo B. Rivera, Arturo J. Azarcon, Norman Grefiel, Erich L. Legaspi, Danilo S. Lopez, Josephine M. Lopez, Arnold L. Pagayon, Vicente Yongco, Jr., Apolinario D. Tayad.

[11] See Labor Arbiter Decision, Rollo, pp. 34-35.

[12] Rollo, pp. 133-135, 163-174, respectively.

[13] Id., pp. 33-41

[14] Id., p. 41.

[15] Id., p. 23.

[16] Rollo, pp. 27-31.

[17] Id., p. 14.

[18] Rollo, p. 227.

[19] See Land and Housing Development Corporation v. Esquillo, 471 SCRA 488, 498 (30 September 2005).

[20] See SLL International Cables Specialist v. National Labor Relations Commission, 4th Division, 644 SCRA 411, 419 (2 March 2011).

[21] Rollo, p. 10.

[22] Supreme Steel Corporation v. Nagkakaisang Manggawa ng Supreme Independent Union (NMS-IND- APL), 646 SCRA 501, 525 (28 March 2011).

[23] See Unicorn Safety Glass, Inc. v. Basarte, 444 SCRA 287, 296 (25 November 2004).

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