

EUGENIA CREDO MERCER, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, HON. QUINTIN C. MENDOZA, NATIONAL SERVICE CORPORATION, OSCAR B. SADUESTE, OSCAR C. VILLASENOR, NILDA G...

G.R. No. 105606. March 16, 1995

Ponente: ROMERO, J.

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ROMERO, J.:

This is a petition for review on certiorari of the Resolution [1] of the National Labor Relations Commission (NLRC), dated February 28, 1992 in NLRC NCR No. 05-02523-89 affirming the decision [2] of Labor Arbiter Quintin C. Mendoza of the National Capital Region which ordered the dismissal of the case filed by petitioner before it.

The facts quoted from the questioned decision of the Labor Arbiter are as follows:

"This case, triggered by a complaint filed with this Office on May 30, 1989 by Eugenia Credo Mercer charging respondents National Service Corporation, Oscar B. Sadueste, Oscar C. Villaseñor, Nilda G. Ramos and Gerardo H. Santos, of unfair labor practice, under payment and claim for damages relates to the implementation of a Supreme Court decision dated November 29, 1988 in G.R. Nos. 69870 (National Service Corporation, et al. vs. NLRC, et al) and 70295 (Eugenia C. Credo vs. NLRC, et al) the dispositive portion of which reads:

‘WHEREFORE, in view of the foregoing, the challenged decision of the NLRC is AFFIRMED with modifications. Petitioners in G.R. Nos. 69870, who are the private respondents in G.R. No. 70295, are ordered to: (1) reinstate Eugenia C. Credo to her former position at the time of her termination, or if such reinstatement is not possible, to place her in a substantially equivalent position, with three (3) years backwages, from 1 December 1983, without loss of seniority rights and other privileges appertaining thereto, and (2) pay Eugenia C. Credo P5,000.00 for moral damages and P5,000.00 for attorney's fees.’

If reinstatement in any event is no longer possible because of supervening events, petitioner in G.R. No. 69870, who are the private respondents in G.R. No. 70295 are ordered to pay Eugenia C. Credo, in addition to her backwages and damages as above-described, separation pay equivalent to one-half months salary for every year of service, to be computed on her monthly salary at the time of her termination on December 1983.

Implementation of the same has been made by respondents on May 2, 1989 when complainant was appointed to the position of Lady Attendant in respondent's office and paid her backwages, unclaimed salaries and commutation of leave credits and damages in the amount of P115,428.12 as embodied in a Quitclaim and Release dated 11 May 1989. This implementation, according to complainant, is matched by bad faith and circumvention of the decision.”

The Labor Arbiter held that private respondents had complied with the decision of this Court in G.R. Nos. 69870 and 70295 and dismissed her complaint.

Petitioner appealed the decision to the NLRC, but the same was dismissed for lack of merit.

Hence, this petition.

Petitioner alleges that private respondents did not comply with the order of reinstatement by this Court in G.R. Nos 69870 and 70295.

Petitioner claims that instead of reinstating her to the position she held at the time of her dismissal (Chief, Property and Records Section), or to a substantially equivalent position as required by this Court's decision, private respondents appointed her to the position of Lady Attendant which is very much lower in category, as well as in emoluments, than her former job.

She explains that when she held the position of Chief of the Property and Records Section, she performed, among others, the following functions: (1) supervision of personnel in the section and (2) custody of office supplies and equipment. Petitioner alleges however that, upon her reinstatement in May, 1989, she was given the job of cleaning comfort rooms and collecting garbage.

She avers further that she signed the Quitclaim and Release only out of necessity and because of the incentive of payments.

We find the petition to be unmeritorious. The record shows that after private respondents received a copy of this Court's decision in January 1989, the company informed petitioner that it was not possible for her to be reinstated to her old position for the same had been abolished under the company reorganization which took effect on November 1, 1987. Neither could she be reinstated to a substantially equivalent position because there were no such vacancies. Said positions belong to Job Levels 13 to 18 under private respondent company's Plantilla Positions.

When petitioner's old position was abolished, two new positions of equivalent rank were created, namely: Records Custodian and Property Custodian. However, these positions were occupied and the remaining vacancy was that of Management Analyst, a highly technical position, for which petitioner lacked the proper qualifications. Thus, at a conference conducted by Labor Arbiter Quintin Mendoza on April 11, 1989, private respondents manifested that they would just pay petitioner separation pay in accordance with our decision.

Petitioner, however, pleaded that she be "reinstated" to the position of Lady Guard, as she needed a source of regular monthly income. When informed that she needed to have a license to be a Lady Guard, petitioner manifested her willingness to accept even the position of Lady Attendant.

On May 8, 1989, the parties reached a compromise during a conference before Labor Arbiter Mendoza, regarding petitioner's assumption of the position of Lady Attendant, her salary and her monetary claims against private respondents.

On May 11, 1989, private respondent company paid petitioner the amount of P115,428.12 in settlement of her monetary claims and agreed to hire her as Lady Attendant, effective May 2, 1989 with a basic salary equivalent to what she was previously receiving.

In return, petitioner signed a Quitclaim and Release in front of Labor Arbiter Mendoza which states:

"I, Eugenia C. Credo of legal age and a resident of 18 A Collantes St., Xavierville Subd., Quezon City, hereby voluntarily state and declare:

That for and in consideration of the decision of the Supreme Court en banc (G.R. Nos. 69870 and 70295) and with the agreement of the NATIONAL SERVICE CORPORATION to reinstate me as Lady Attendant of said

corporation effective May 02, 1989 with a basic salary equivalent to my basic salary before I was dismissed and for the sum of PESOS: ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED TWENTY EIGHT AND 12/100. (P115,428.12) as payment for backwages, damages, unclaimed salaries and commutation of leave credits, receipt of which is hereby acknowledged from the NATIONAL SERVICE CORPORATION. I hereby voluntarily release and forever discharge the NATIONAL SERVICE CORPORATION and/or its officers from any and all claims or demands as may be due me incident to or arising out of my employment with said corporation. I hereby state further that I have no more claims or rights of action of whatever nature, whether past or up to the present against the said NATIONAL SERVICE CORPORATION: and/or its officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of May, 1989 at Makati, Metro Manila.

Check No. 0803456 PNB.

EUGENIA C. CREDO"

Art. 227 of the Labor Code provides that any compromise settlement voluntarily agreed upon with the assistance of the Bureau of Labor Relations or the regional office of the DOLE shall be final and binding upon the parties.

In *Samaniego v. NLRC* [3] we ruled that: "A quitclaim executed in favor of a company by an employee amounts to a valid and binding compromise agreement between them."

Recently, we held that in the absence of any showing that petitioner was "coerced or tricked" into signing the above-quoted Quitclaim and Release or that the consideration thereof was very low, she is bound by the conditions thereof. [4]

Finally, there is no proof that she was forced to accept the position of Lady Attendant on pain of not receiving the monetary award. The evidence on record shows that it was petitioner who asked that she be appointed to the position of Lady Attendant in order to have a regular source of monthly income and that she would be given a basic salary equivalent to that which she used to receive before her dismissal.

We find that private respondents have substantially complied with our decision in G.R. Nos. 69870 and 70295.

WHEREFORE, the instant petition is hereby DISMISSED for lack of merit.

SO ORDERED.

Feliciano, (Chairman), Melo, Vitug, and Francisco, JJ., concur.

[1] Rollo, p. 23

[2] Rollo, p.13

[3] 198 SCRA 111 (1991).

[4] *Wyeth Suaco Laboratories, Inc. v. NLRC* 219 SCRA 356 (1993).

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