

**RIZALINO Z. ALCOSERO, ELIAS Z. ALCOSERO, OSCAR P. ATUP,
FRANCISCO MANLOD, RAMON A. PAZ, MARLON ALCANTARA,
BENJAMIN PURGANAN, JOSELITO M. BAYOT, RUFINO RAMOS,
REGULO T. BALNEG, M...**

G.R. No. 116884. March 26, 1998

Ponente: BELLOSILLO, J.

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BELLOSILLO, J.:

W H I L E the Constitution is committed to the policy of social justice and the protection of the working class, it should not be supposed that every labor dispute would automatically be decided in favor of labor. Management also has its own rights which, as such, are entitled to respect and enforcement in the interest of simple fair play. Out of its concern for those with less privileges in life, this Court has inclined more often than not toward the worker and upheld his cause in his conflicts with the employer. Such favoritism, however, has not blinded us to the rule that justice is in every case for the deserving, to be dispensed in the light of the established facts and the applicable law and doctrine.[1]

On 31 October 1985 The Security Professionals, Inc. (TSPI), and Apex Mining Co., Inc. (APEX) entered into a contract whereby the former bound itself to supply security personnel to the latter for its security requirements at its Masara minesite operations, Maco, Davao del Norte.[2] Pursuant to their agreement Rizalino Z. Alcosero and many others were assigned at the minesite of APEX at Masara either as officers, supervisors, contractual personnel or security guards. The agreement between TSPI and APEX remained in force, subject only to periodic adjustments regarding the amount of consideration until sometime in 1992 when APEX closed down its Masara minesite due to serious business losses and financial reverses.[3]

On 21 July 1992 Rizalino Z. Alcosero, for himself and in behalf of 260 other complainants,[4] wrote a letter addressed to the Regional Director, Regional Office No. XI, Department of Labor and Employment (DOLE), presenting their claims for unpaid wages and 13th month pay against APEX.[5] The letter was indorsed to the Regional Arbitration Branch No. XI, Davao City, for appropriate action. On the basis thereof, APEX was invited on 27 July 1992 to a conference before Labor Arbiter Antonio M. Villanueva.[6] During the conference, complainants submitted a so-called certificate of net collectibles representing the unpaid wages and 13th month pay of about 311 security personnel for the calendar years 1990 and 1991, and for the period from January to May 1992, with the following computations: P3,225,110.52 (January-December 1990); P5,656,041.88 (January-December 1991); P2,525,858.93 (January-May 1992); and, P11,407,011.33 as total actual collectibles.[7]

Represented by its counsel, Atty. Ruben V. Abarquez, and its Officer-In-Charge for Operations, Engr. Alexander D. Tulio, APEX expressed conformity as to its liability for unpaid wages and 13th month pay for the calendar year 1990 amounting to P3,225,110.52 but denied the rest of the claim. Accordingly, on 3 August 1992, the Labor Arbiter issued an order requiring APEX to pay the uncontested amount of P3,225,110.52 within twenty (20) days

from receipt of the order.

On 15 August 1992 the Labor Arbiter issued a notice of levy against the properties of APEX and eventually a notice of sale thereof for the purpose of executing his 3 August 1992 Order. But APEX moved to hold in abeyance the sale of its properties, manifesting that it would pay and settle all its obligations due the complainants. Then, on different dates in December 1992 and January 1993, it paid complainants and the latter signed the corresponding receipts and quitclaims therefor.[8]

Later, complainants asserted that the payments made to them pertained to their unpaid wages and 13th month pay for the year 1990 only. At the succeeding hearing held on 19 November 1992, complainants submitted another certificate of net collectibles for the years 1991 and 1992, with added claims for vacation and sick leave pay, and uniform allowances. This prompted the Labor Arbiter to issue an order dated 10 February 1993 directing APEX to submit its comment on the issue of unpaid wages, 13th month pay, leave pay and allowances for the years 1991 and 1992. But APEX failed to comment thereon despite reasonable time granted by the Labor Arbiter, and repeatedly failed to comply with subsequent orders of the Labor Arbiter requiring it to file its position paper. It was not until 23 July 1993 that private respondent was finally able to submit its position paper, but by then the Labor Arbiter had already resolved the case and awarded complainants a total of P5,287,055.29 plus 10% of the amount as attorney's fees. Incidentally, during the pendency of the case before the Labor Arbiter, some of the complainants withdrew from the case either verbally or by personally erasing their names in the Special Power of Attorney.[9] Hence, out of the original 260 complainants, only 131 continued to prosecute the case. These 131 remaining complainants were later joined in by 5 others, thereby raising the number of complainants to 136. Thus, the Labor Arbiter clarified that his decision should apply only to the 136 complainants, but without prejudice to the others who might subsequently pursue their legitimate claims.

APEX appealed to the NLRCon 15 August 1993 assailing the decision of the Labor Arbiter.[10] Instead of posting an appeal bond, however, APEX filed in lieu thereof a motion for the reduction of the appeal bond seven (7) days from its receipt of the Labor Arbiter's decision. After due consideration, the NLRC on 4 May 1994 promulgated a resolution providing in part that APEX had already paid all the claims due to complainants in connection with this case as evidenced by the individual receipts and quitclaims executed by the latter. There being no allegation that complainants were forced or pressured into signing the receipts and quitclaims, the NLRC sustained as valid the aforementioned documents. Accordingly, the Labor Arbiter's decision was ordered vacated and set aside, and the above entitled case dismissed for lack of merit.[11] Hence, the instant petition for certiorari questioning the resolution of the NLRC.

Preliminarily, we noted that herein petitioners elevated this case to us on certiorari under Rule 65 of the Rules of Court without previously filing a motion for reconsideration of the NLRC decision. One of the petitioners, Oscar Atup, explained to the Court in the form of a certification the reason for his failure thus -

This is to certify that I, OSCAR ATUP, have signed this Special Civil Action for Certiorari in this case, in lieu of our former representative, Rizalino Z. Alcosero, whom we have deputized to represent us and sign all documents, papers and submissions relative to our complaint/case as principal complainant. This is done so on account of failure and refusal of said Rizalino Z. Alcosero, for unknown reasons to see our counsel and sign these submissions after Presiding Commissioner Musib M. Buat and two (2) others reversed the Decision of Labor Arbiter Antonio M. Villanueva.

This further certifies the fact that the failure to file Motion for Reconsideration from the resolution of the Commission was due to the aforesaid reasons, coupled with the delay in contacting other complainants who have dispersed temporarily to look for other means of livelihood.

Our quest for justice regarding our unpaid earned wages is the sole reason why we executed this Certification

and the filing of Certiorari with this Honorable Supreme Court.

It is settled that the filing of a motion for reconsideration of the order, resolution or decision of the tribunal, board or office is, subject to well-recognized exceptions, a condition sine qua non to the institution of a special civil action for certiorari. The rationale therefor is that the law intends to afford the tribunal, board or office an opportunity to rectify the errors and mistakes it may have lapsed into before resort to the courts of justice can be had.[12] Petitioners' explanation concerning their failure to move for reconsideration is not sufficient justification for dispensing with the requirement. In fact, it is not even among the recognized exceptions to the above rule. Certiorari cannot be resorted to as a shield from the adverse consequences of petitioners' own omission to file the required motion for reconsideration.[13]

It is worth stressing, since so often it is overlooked, that certiorari will lie only if there is no appeal nor any other plain, speedy and adequate remedy in the ordinary course of law against the acts of the NLRC. In the instant case, the remedy expressly provided by law was a motion for reconsideration, which was not only expected to be but would actually have provided an adequate and more speedy remedy than the present petition for certiorari.[14]

Also, Sec. 2, pars. (a), (b) and (c), Rule VIII, of the New Rules of Procedure of the NLRC specifically provides for the finality of the decision of the Commission after the lapse of the 10-day reglementary period –

(a) Finality of the decisions, resolutions or orders of the Commission. - Except as provided in Rule XI, Section 2, the decisions, resolutions or orders of the Commission/Division shall become executory after ten (10) calendar days from receipt of the same.

(b) Effect of filing of a motion for reconsideration. - Should there be a motion for reconsideration entertained pursuant to Section 14,

Rule VII of these rules, the decision shall be executory after ten (10) calendar days from receipt of the resolution on such motion.

(c) Entry of judgment. - Upon the expiration of the ten (10) calendar day period provided in the preceding paragraph, the order/resolution shall, immediately thereafter, be entered in the book of entry of judgment (underscoring supplied).

Thus, without the required motion for reconsideration nothing prevented the resolution of the NLRC from becoming final and executory. Petitioners cannot now, by an overdue strategy, question the correctness of the resolution.

On the basis of the foregoing discussion alone, the instant petition should already be dismissed. Nonetheless, for the satisfaction particularly of petitioners, we shall traverse their arguments and demonstrate their utter lack of merit.

Petitioners contend that the NLRC committed grave abuse of discretion amounting to lack or excess of jurisdiction in entertaining the appeal of APEX notwithstanding that the assailed decision of the Labor Arbiter had long become final and executory for failure of APEX to file the required appeal bond within the reglementary period of ten (10) days, which bond was an indispensable requirement for the perfection of the appeal.

Ordinarily, where the losing party desires to appeal from the decision of the Labor Arbiter it must be done within ten (10) days from receipt of the decision.[15] When the judgment involves a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the NLRC or the Supreme Court in an amount equivalent to the monetary award in the judgment appealed from.[16] Compliance with these requirements is both mandatory and imperative as the perfection of an appeal within the reglementary period is jurisdictional.[17] But in a growing number of cases, we

have relaxed the stringent application of the rule concerning the posting of appeal bond within the 10-day reglementary period as a requirement for the perfection of an appeal. Thus, in the leading case of *Star Angel Handicraft v. National Labor Relations Commission*,^[18] we held –

Neither the Labor Code nor its implementing rules specifically provide for a situation where the appellant moves for a reduction of the appeal bond. Inasmuch as in practice the NLRC allows the reduction of the appeal bond upon motion of appellant and on meritorious grounds, it follows that a motion to that effect may be filed within the reglementary period for appealing. Such motion may be filed in lieu of a bond which amount is being contested. In the meantime, the appeal is deemed perfected and the Labor Arbiter retains jurisdiction over the case until the NLRC has acted on the motion and appellant has filed the bond as fixed by the NLRC.

We have, therefore, relaxed the requirement of the posting of an appeal bond as a condition for perfecting an appeal under Art. 223 of the Labor Code. In *Erectors, Inc. v. NLRC*, we nullified an order of the NLRC which required the appellant to post a bond of P575,222.00 within ten (10) days from receipt of the order or suffer the dismissal of the appeal. The bond therein required was based on the award which was erroneously computed based on the salary which the employee was no longer receiving at the time of his separation and “which even included in the computation the award of P400,000.00 for moral and exemplary damages.”

Moreover, under Rule VI, Sec. 6, of the NLRC New Rules of Procedure, the Commission may, in meritorious cases and upon motion of the appellant, reduce the amount of the bond. However, an appeal is deemed perfected only upon the posting of the bond equivalent to the monetary award exclusive of moral and exemplary damages as well as attorney’s fees.

In this case, APEX filed in lieu of an appeal bond a motion for the reduction of the bond together with the Memorandum of Appeal seven (7) days from receipt of the Labor Arbiter’s decision. The NLRC held that the appeal of APEX was founded on meritorious grounds, hence, it gave due course to the same despite the fact that no appeal bond was posted at that time. The NLRC could not be faulted for doing so since it had authority to entertain motions for the reduction of the appeal bond. And when APEX posted the required bond within the extended period granted by the NLRC, it was deemed to have seasonably perfected its appeal.

Petitioners then argue that it was grave abuse of discretion for the NLRC to reverse the decision of the Labor Arbiter and hold that the receipts and quitclaims represented a full settlement of all the workers’ claims, although petitioners made it clear before the Labor Arbiter that they were still pursuing their entitlements for 1991 and 1992.

We do not agree.

First. The subject receipts and quitclaims provide almost uniformly thus -

Receipt and Quitclaim

Received from APEX Mining Co., Inc., respondent/s the amount of PESOS: full payment of the above-entitled case.

That in consideration of the amount herein above-mentioned receipt of which I/We hereby acknowledged, I/We declare that I/We have no more claim against the above-named respondent/s and therefore release and discharge APEX Mining Company, Inc. from whatever claims and liabilities arising out of and in connection with this case.

We therefore request the Regional Arbitration Branch No. XI of the National Labor Relations Commission to consider this case CLOSED and TERMINATED.

It may be observed that in the herein quoted "Receipt and Quitclaim," which exemplifies the terms of the

agreement between private respondent APEX and petitioners for the release of their claims, there is nothing that states that petitioners reserved their right to pursue whatever claims they still had against APEX. On the other hand, the subject receipts and quitclaims are clear and absolute on their faces, i.e., they completely discharged APEX from whatever liabilities might be due petitioners. Further, note that under the third paragraph petitioners even requested the Regional Arbitration Branch to consider the case terminated.

Second. Significantly, petitioners signed the subject documents on different dates in December 1992 and January 1993. The inescapable conclusion is that the receipts and quitclaims were meant to fully discharge APEX from whatever amounts were still due the petitioners, including their supposedly unpaid wages for 1991 and 1992.

Third. The documents were in standard "Receipt and Quitclaim" forms prepared by the Regional Arbitration Branch of DOLE, all of which were duly signed before Labor Arbiter Antonio M. Villanueva and witnessed by representatives of the Regional Arbitration Branch XI of DOLE. Therefore, if it was true that the payments made by APEX applied only to the 1990 claims, the Labor Arbiter should have indicated that fact in the individual receipts and quitclaims; and

Fourth. We discern nothing from the records that would suggest that petitioners were coerced, intimidated or deceived into signing the subject receipts and quitclaims. On the contrary, petitioners never denied that they signed the documents voluntarily. In fact, they never even for a moment assailed the genuineness and due execution of those documents. Neither are we convinced that the amounts received by petitioners as consideration for the quitclaims were scandalously low as to render the quitclaims inequitable. There being no countervailing proof presented by petitioners other than their bare and unsubstantiated allegations, it must be presumed that they were satisfied when they signed the receipts and quitclaims that the settlement reached was just and reasonable. They cannot thereafter renege on the agreement simply because they now feel they made a mistake in signing the quitclaims.

In this connection, it must be underscored that petitioners were supervisors, officers and security guards of TSPI and, as such, are better off in general than the average laborer in terms of educational attainment. Hence, it may safely be assumed that they knew the legal implications of what they were signing.

Finally, while quitclaims executed by employees are commonly frowned upon as contrary to public policy and are ineffective to bar claims for the full measure of the employees' legal rights,[19]there are legitimate waivers that represent a voluntary and reasonable settlement of laborers' claims which should be respected by the courts as the law between the parties. Thus, in *Periquet v. National Labor Relations Commission* we held[20]-

Not all waivers and quitclaims are invalid as against public policy. If the agreement was voluntarily entered into and represents a reasonable settlement, it is binding on the parties and may not later be disowned simply because of a change of mind. It is only where there is clear proof that the waiver was wangled from an unsuspecting or gullible person, or the terms of the settlement are unconscionable on its face, that the law will step in to annul the questionable transaction. But where it is shown that the person making the waiver did so voluntarily, with full understanding of what he was doing, and the consideration for the quitclaim is credible and reasonable, the transaction must be recognized as a valid and binding undertaking.

So it is, likewise, in the instant case.

WHEREFORE, petition is DISMISSED. The assailed resolution of 4 May 1994 of the National Labor Relations Commission - which VACATED and SET ASIDE the decision of the Labor Arbiter awarding petitioner a total of P5,287,055.29 plus 10% of the amount as attorney's fees, and completely absolved private respondent APEX Mining Co., Inc., from all liabilities to petitioners - is AFFIRMED. No costs.

SO ORDERED.

Davide, Jr., (Chairman), Vitug, Panganiban, and Quisumbing, JJ., concur.

[1] *Sosito v. Aguinaldo Development Corporation*, No. L-48926, 14 December 1987, 156 SCRA 392, 396, per Mr. Justice Isagani A. Cruz.

[2] The contract provides among others that: a) TSPI shall establish and maintain a security force of 200 guards at the minesite, which number of guards may be increased or decreased by mutual agreement of the parties; and, b) the guards shall not become employees of private respondent but will remain to be under the sole and exclusive employ of TSPI; see Rollo, pp. 138-140; Annex “1.”

[3] Private respondent’s Comment, p. 5; Rollo, p. 99.

[4] Rizalino Z. Alcosero, Elias Z. Alcosero, Oscar P. Atup, Francisco Manlod, Ramon A. Paz, Marlon Alcantara, Benjamin Purganan, Joselito M. Bayot, Rufino Ramos, Regulo T. Balneg, Manuel L. Ciar, Virgilio D. Facunla, Dominador Ganiola, Godofredo Vargas, Tejome Alredo, Romeo Tuazon, George Villanueva, Reuben Villanueva, Rogelio Baba, Benito Alcosero, Gilberto Ambion, Felix Bayot, Reynaldo Bayot, Nelson Bayot, Ronnie Bayot, Nathaniel Burgos, Hunecito Camus, Oliver De Leon, Santiago Estares, Jr., Norman B. Gonzales, Rizalino Opulencia, Isaac Labrillazo, Jemeniano Quevada, Benito Ambion, Florencio Cesicar, Ricky Dayang-Hirang, Rogelio Aguila, Edwin Aguilar, Menandro Atienza, Efren Bayot, Wilfredo Basinillo, Joselito Causaren, Eulogio Casar, Marietta Cesicar, Joseph Cegayle, Patricia Cuamag, Ernesto Dagbay, Solomon Dela Pena, Jr., Henry De Guzman, Marivic De Guzman, Joseph De Leon, Rolly De Villa, Mario Ferrer, Norman Gonzales, Hirolito Linawan, Arnel Lugto, Generoso Madiano, Rodolfo Magno, Edwin Manlulu, Rodolfo Marinas, Nemecio Mendoza, Nonito Hicban, Romeo Parajito, Gaudioso Palagtiw, Eduardo Palanca, Amelito Rapal, Primitivo Santana, Ricardo Sicat, Lolito Subol, Arnedo Tajao, Nonny Tumangan, Edilberto Upo, Aristeo Urmenita, Marcelino Bation, Felino Cremin, Bartolome Leal, Greg Martin, Angelito Malabanan, Antonio Navida, Ricardo Par, Florizel Quiambao, Juanito Seducon, Merlito Madon, Elias Pancho, Pedro Geron, Romy Legaspi, Domingo Pama, Rey Reboton, Alonzo Vigafria, Roberto Basinillo, Mario Bongabong, Patrick Allan Cabrit, Victor Dante, Ernesto Liva, Roger Ong, Victor Petallana, Eleuterio Suarez, Hernanito Linawan, Rogelio Aniceto, John T. Fennete, Rey Duron, Eusebio Tangaro, Damiano Arcena, Urbano Niones, Rhene Olivar, Raul Sabales, Victor Niones, Rito Ramos, Antonio Tolentino, Gerald Dela China, Edgar Carael, Rolando Castro, Leonilo Gumato, Vicente Trabucon, Emeterio Medina, Mario Soriano, Cristino Talbo, Lourdes Gallardo, Emfroso Mosquera, Nestor Rontal, Jr., Vicencio Baitan, Victor Basaca, Samuel Dela China, Patricio Rendaje, Florencio Basalan, Ludevico Hisula, Leopoldo Dela China, Ireneo Oliveros, Sylvia Pineda, Bibiano Tuiza, Edilberto Ibag, Cristina P. Asis, Rosenda J. Marinas, Felipe Recentes, Teodulo Patalino and Ruby R. Omicten.

[5] Private respondent’s Comment, id., p. 141; Annex “2.”

[6] Id., p. 142; Annex “3.”

[7] Records, pp. 3-15.

[8] Rollo, pp. 143-326; Annexes “9” to “9-GA.”

[9] The Special Power of Attorney authorized Rizalino Z. Alcosero to represent complainants in all proceedings in connection with this case before the Labor Arbiter.

[10] Docketed as NLRC CA No. M-00526-93 (Case No. RAB-11-07-00615-92), “Rizalino Z. Alcosero and 260 others vs. APEX Mining Co., Inc.”

[11] Penned by Presiding Commissioner Musib M. Buat and concurred in by Commissioners Oscar F. Abella and Leon G. Gonzaga, Jr; Rollo, pp. 24-34.

[12] Zapata v. National Labor Relations Commission, G.R. No. 77827, 5 July 1989, 175 SCRA 56.

[13] Purefoods Corporation v. National Labor Relations Commission, G.R. No. 78591, 21 March 1989, 171 SCRA 415, 425.

[14] Plaza v. Mencias, No. L-18253, 31 October 1962, 6 SCRA 563.

[15] Art. 223, first par., Labor Code.

[16] Id., second par.

[17] See Italian Village Restaurant v. National Labor Relations Commission, G.R. No. 95594, 11 March 1992, 207 SCRA 204.

[18] G. R. No. 108914, 20 September 1994, 236 SCRA 580.

[19] Lopez Sugar Corporation v. Federation of Free Workers, G.R. Nos. 75700-75710, 30 August 1990, 189 SCRA 179.

[20] G.R. No. 91298, 22 June 1990, 186 SCRA 724, 730-731.

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