

FORTUNY GARMENTS/ JOHNNY CO., PETITIONER, VS. ELENA J. CASTRO, RESPONDENT.

G.R. NO. 150668. December 15, 2005

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

Assailed before the Court on petition for review on certiorari is the Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 56153 granting the petition of Elena J. Castro and nullifying the rulings of the Labor Arbiter and the National Labor Relations Commission (NLRC).

Then 58-year old Elena J. Castro was employed as a sewer by the Fortuny Garments Corporation sometime in 1985. Petitioner Johnny Co was then its president. Elena was paid her salaries and other emoluments for the period up to December 21, 1996.[2]

On December 16, 1996, Elena's daughter gave birth by caesarian operation. Since nobody would take care of her daughter, she then went on leave of absence.

When Elena reported to work on December 23, 1996, Elsa Co, co-manager of the company and wife of petitioner, told her that she had to stop working because "she was already old." Elena insisted that she could still work and perform her duties despite her age. She was told, this time, that she was already dismissed because of her failure to report for work for several days after her leave of absence. Nevertheless, Elena reported for work during the first week of January 1997, only to be informed again that she had already been dismissed.[3]

Elena forthwith filed a complaint against the corporation and Johnny Co, for illegal dismissal and payment of monetary benefits inclusive of unpaid overtime pay.

For his part, the petitioner averred that the complainant was not dismissed but that she resigned voluntarily, as evidenced by a cash voucher dated January 30, 1996.[4]

By way of reply, the complainant alleged that sometime in 1995, she and her co-workers were made to sign blank vouchers, allegedly as proof that their employer had paid their Social Security Service (SSS) premiums. She insisted that she could not have resigned on January 30, 1996 because she was still working for the corporation up to December 23, 1996 when she was illegally dismissed.[5] She did not receive a centavo from the petitioner by way of separation pay, salary, allowance, bonus or overtime pay.

On December 21, 1998, the Labor Arbiter rendered judgment ordering the dismissal of the complaint, holding that Elena had voluntarily resigned.[6] The Labor Arbiter reasoned out that:

... Moreover, complainant's desire to resign was spurred by the giving birth of her child through caesarian operations, and obviously complainant cannot take care of her grandchild and attend to her job at the same time. In all probability, complainant gave priority to her family by opting to resign to give her time, love and care to her daughter and grandchild, but at the same time receiving separation benefits for the years she devoted to the company.

As regards complainant's money claims, it is clear that she entered into a package deal with respondents. Basic [is] the fact that when one resigns, the worker forfeits whatever benefits she is entitled to on account of the past services she has rendered to the company, unless there is an agreement policy or practice in the company granting separation benefits to the resigning worker. In this regard, complainant failed to prove the existence of the same.

Upon the other hand, respondents presented a document whereby complainant admitted that "during her stay with Fortuny Garment Manufacturing Co., she was treated well and fairly; that she was given all her salaries, allowances, bonuses and overtime [pay] rendered from the time she started working up to the last day of her service. In addition, complainant acknowledge[d] receipt of the sum of P35,000.00. (Annex A, *ibid*).

In addition, as proof that complainant was paid her benefits like 13[th] month pay, and weekly salary, respondents attached samples of the payrolls (Annexes B, B-1 to B-23) to show compliance with the Labor Standard benefits.[7]

Elena appealed the decision to the NLRC, which rendered judgment on July 21, 1999 affirming the decision of the Labor Arbiter.[8] This prompted Elena to file a petition for certiorari with the CA for the reversal of the decision. On June 28, 2001, the appellate court rendered judgment granting the petition and reversing the assailed decision. It held that the only documentary evidence presented to prove that the respondent had voluntarily resigned, in fact, belied the petitioner's claim.[9]

The petitioner filed a motion for the reconsideration of the decision, alleging that it even issued a certification and filed the same with the SSS to the effect that the respondent was no longer connected with the company effective January 31, 1996.[10] The appellate court denied the said motion.[11]

The petitioner thus filed the instant petition, alleging that

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THE HONORABLE COURT A QUO COMMITTED SERIOUS AND REVERSIBLE ERROR WHEN IT REVERSED THE NLRC AND THE LABOR ARBITER, THEREBY REPLACING THEIR FINDINGS OF FACTS WITH SPECULATIONS, SURMISES AND INFERENCES WHICH ARE MANIFESTLY MISTAKEN.

II

THE HONORABLE COURT A QUO COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN FINDING THAT RESPONDENT WAS ILLEGALLY DISMISSED.

III

THE HONORABLE COURT A QUO COMMITTED SERIOUS ERROR AND GRAVE ABUSE OF DISCRETION IN FINDING RESPONDENT TO BE ENTITLED TO HER MONEY CLAIMS, INCLUDING ATTORNEY'S FEES.[12]

The petition has no merit.

A perusal of the petition shows that the petitioner's arguments are a mere reiteration of its arguments before the CA. The petitioner was burdened to prove its defense that the respondent had voluntarily resigned and was not dismissed from her employment, and relies principally on the cash voucher which the respondent purportedly signed, to wit:

R.C. No.

No. _____

Date CASH VOUCHER

Place..... Date January 30, 1996

Paid to Elena Castro

Address _____

PARTICULARS

I, Elena J. Castro voluntarily tendered my resignation as employee of Fortuny Garment Manufacturing. That during my stay with Fortuny Garment Mfg., I was treated well and fairly; that I was given all my salaries, allowances, bonuses and overtime rendered from the time I started working up to the last day of my service.

That thru the generosity of my said employer, I was given the amount of THIRTY-FIVE THOUSAND PESOS (P35,000.00) for consideration and separation fee (sic).

RECEIVED from FORTUNY GARMENT MFG. the amount of PESOS THIRTY-FIVE THOUSAND ONLY (P35,000.00) in full payment of amount described above.

Signature (Illegible)

By:

____SIGNED)____

Approved

ELENA J. CASTRO[13]

Thus, it appears in the cash voucher that the respondent resigned on January 30, 1996 which was approved by the petitioner, and that she received separation pay of P35,000.00 on the same date. The petitioner maintains that the respondent ceased reporting for work after January 30, 1996.

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 has no other choice but to dissociate from employment. Resignation is a formal pronouncement or relinquishment of an office, and must be made with the intention of relinquishing the office accompanied by the act of relinquishment.[14] A resignation must be unconditional and with the intent to operate as such.[15]

Moreover, the intention to relinquish an office must concur with the overt act of relinquishment. The act of the employee before and after the alleged resignation must be considered to determine whether in fact, he or she intended to relinquish such employment. If the employer introduces evidence purportedly executed by an employee as proof of voluntary resignation and the employee specifically denies the authenticity and due execution of said document, the employer is burdened to prove the due execution and genuineness of such document.[16]

In the present case, no less than the petitioner adduced documentary evidence consisting of payrolls showing that the respondent reported for work and received her salary/wages up to December 21, 1996, or shortly before she went on leave of absence after her daughter gave birth on December 23, 1996. Based on the petitioner's documentary evidence itself, the respondent did not resign or receive P35,000.00 on January 30, 1996. The records show that the respondent was still an employee of the petitioner as late as December 21, 1996. It was only in January 1997 when the petitioner terminated the respondent's employment and told her not to report for work

again. The only reason why the petitioner terminated the respondent's employment was because she failed to report for work after her daughter gave birth.

That the petitioner signed the cash voucher is undisputed. However, the Court is inclined to believe the respondent's claim that she was made to sign the cash voucher only to make it appear that the petitioner had paid its share in the SSS premiums of its employees.

Incredibly, despite the documentary evidence to the contrary, the Labor Arbiter and the NLRC declared that the respondent had voluntarily resigned.

The Court notes that the respondent filed her complaint against the petitioner in the NLRC shortly after she was told by Elsa Co to stop reporting for work. Indeed, voluntary resignation is difficult to reconcile with the filing of a complaint for illegal dismissal.[17]

The Court concurs with the following ruling of the CA:

First, the fact is clear that the alleged resignation letter written on a "Cash Voucher" does not contain any reason, explanation or motive why the petitioner wanted to sever her employment from private respondents, which ordinarily and normally appears in a voluntary letter of resignation. Rather the said resignation letter contains statements which would exculpate private respondents from its obligation under the labor laws. This observation strengthens petitioner's assertions that she, together with other co-employees, was made to sign blank vouchers and the private respondents merely filled up the column "PARTICULARS" and made it appear that said petitioner voluntarily resigned and was paid all her benefits. (Rollo, p. 21). The Labor Arbiter speculated that petitioner's resignation was spurred by the giving birth of petitioner's daughter through caesarian operation (Rollo, p. 31) disregarding the blatant facts on record that the alleged resignation occurred on January 30, 1996 (Rollo, p. 50) whereas, complainant's daughter gave birth on December 16, 1996 (Rollo, p. 29) or barely less than one year after the alleged resignation.

More important is the fact that while the alleged letter of resignation was executed on January 30, 1996 (Rollo, p. 50), still, herein petitioner continued to receive her salaries for the month of September, 1996 (Rollo, pp. 71, 72, 73, 74), for the month of November 1996 (Rollo, p. 63) and for the month of December, 1996 (Rollo, p. 60). Again, this inconsistency, supports petitioner's claim that she was engaged to work at private respondents' company until December 23, 1996 (Rollo, p. 35) and, on the other hand, it completely destroys private respondents' allegation that herein petitioner voluntarily resigned from her employment.[18]

IN LIGHT OF ALL THE FOREGOING, the petition is DENIED for lack of merit. Costs against the petitioner.

SO ORDERED.

Puno, (Chairperson), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

[1] Penned by Associate Justice B.A. Adefuin-De La Cruz, with Associate Justices Andres B. Reyes, Jr. and Josefina Guevara-Salonga, concurring; rollo, pp. 70-75.

[2] CA rollo, pp. 59-60.

[3] Id. at 35.

[4] Id. at 41.

[5] Id. at 75-76.

[6] Id. at 28-33.

[7] Id. at 31-32.

[8] Id. at 20-25.

[9] Id. at 157-162.

[10] Id. at 171.

[11] Id. at 211.

[12] Rollo, p. 15.

[13] CA Rollo, p. 50.

[14] *Molave Tours Corporation v. NLRC*, G.R. No. 112909, November 24, 1995, 250 SCRA 325.

[15] *Azcor Manufacturing, Inc. v. NLRC*, G.R. No. 117963, February 11, 1999, 303 SCRA 26.

[16] Id.

[17] *Mobile Protective & Detective Agency v. Ompad*, G.R. No. 159195, May 9, 2005, 458 SCRA 308.

[18] Rollo, pp. 72-73.

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