

ESTRELLITA G. SALAZAR PETITIONER, VS PHILIPPINE DUPLICATORS, INC., AND /OR LEONORA FONTANILLA, RESPONDENTS.

G.R. NO. 154628. December 06, 2006

Ponente: VELASCO, JR., J.

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VELASCO, JR., J.:

Truth lives on in the midst of deception.

–Friedrich von Schiller

The Case

This petition for review seeks the reversal of the March 15, 2002 Decision of the Court of Appeals (CA) in CA-G.R. SP No. 62556, entitled *Estrellita G. Salazar v. National Labor Relations Commission, Philippine Duplicators, Inc. and/or Leonora Fontanilla*, which declared petitioner Salazar's dismissal from employment lawful and valid, but nevertheless ordered respondent Philippine Duplicators, Inc. liable for separation pay equal to one month's salary for every year of service and likewise assails the August 7, 2002 Resolution denying her Motion for Reconsideration.

The Facts

Petitioner Estrellita Salazar became Sales Representative of respondent company, Philippine Duplicators, Inc. ("Duplicators" for brevity), on May 1, 1987. She was assigned at the Southern Section of Metro Manila under the direct supervision of respondent Leonora Fontanilla. Petitioner received her last compensation in the amount of PhP 14,095.73 which covered her basic salary and monthly commission.[1]

On November 23, 1998, respondent Fontanilla went over the three (3) accounts of Salazar, namely, ICLARM, Bengson Law Office, and D.M. Consunji, Inc. The individual ledgers specified that Salazar visited the said customers; that she talked with the contact persons identified in the ledgers; and that she reported that these customers would not, in the meantime, purchase the equipment because of budgetary constraints.[2]

During the last week of November 1998, respondent Fontanilla asked Salazar whether she went to the aforementioned clients on November 20, 1998. The latter answered in the affirmative as reflected in her Daily Sales Report (DSR) given to Fontanilla. However, respondent Fontanilla told Salazar that upon verification, the said clients alleged that they neither knew nor met the latter; but Salazar stood firm on her declaration that on the said date, she met all three (3) customers.

Petitioner claimed that on December 7, 1998, respondent Fontanilla called her to the latter's office and handed her a memorandum with a ball pen requesting her to receive it. Petitioner refused to receive it because it stated her termination from employment and asked Fontanilla why she should be terminated as she had done nothing wrong.[3]

On December 9, 1998, respondent Fontanilla directed Salazar, through a memorandum[4] to explain, within 72 hours from receipt of said document, why no disciplinary action should be taken against her in violation of Section 8, Category V of the company's Handbook on Constructive Discipline for "falsifying company records", but petitioner refused to receive the memorandum. Hence, on December 10, 1998, it was sent through registered mail to Salazar's residence.[5]

Salazar claimed that on December 10, 1998, the union president also gave her a copy of the December 9, 1998 memorandum charging her of falsification; and that the memorandum was just a plan to comply with the procedural due process leading to her termination which had already materialized when the first memorandum of termination was allegedly shown to her on December 7, 1998. Consequently, she did not report to work anymore and readily filed a complaint for illegal dismissal against the respondents on December 15, 1998, docketed as NLRC-NCR Case No. 00-12-10174-98.

On December 16, 1998, through registered mail, Salazar eventually received a copy of the December 9, 1998 memorandum about the charge of falsification.

Meanwhile, respondent company sought the dismissal of Salazar's complaint of illegal dismissal, claiming it was Salazar who abandoned work. Labor Arbiter Eduardo J. Carpio dismissed the case without prejudice for lack of interest to prosecute through his February 23, 1999 Order.[6]

On March 15, 1999, petitioner received the March 8, 1999 memorandum[7] which charged her with abandonment of work since December 15, 1998 in violation of Section 5, Category V of the Handbook on Constructive Discipline. Petitioner replied through a letter addressed to Mr. Vicente O. Reyes,[8] President of the respondent company, indicating her amazement since the case for illegal dismissal she filed before the NLRC against the respondents was still pending.[9]

On the other hand, respondents averred that on March 8, 1999, Mr. Eduardo Melendres, Area Sales Manager of respondent Fontanilla, sent a letter of termination addressed to Salazar through registered mail for "falsifying company records" punishable under Category V, paragraph 8 of the company handbook.[10]

On May 31, 1999, Salazar refiled the labor case which was redocketed as NLRC Case No. 00-05-06051-99 and was re-raffled to Labor Arbiter Manuel R. Caday. When there was no settlement arrived at during the conferences, the contending parties were subsequently directed to submit their respective position papers.[11] A copy of the March 8, 1999 termination letter addressed to Salazar was appended as Annex "F" to respondents' September 1, 1999 Position Paper.[12]

In her position paper, Salazar disputed Duplicators' assertion that she abandoned her employment.

With respect to the March 8, 1999 termination letter dismissing her from employment for "falsifying company records," she insisted that she did not receive said letter. In support of her contention, she averred that the Muntinlupa City Post Office certified that Registry Receipt No. 4299 attached to the letter was assigned to Norma De Guia of Bacon, Sorsogon as addressee. Petitioner believed that said letter could have been concocted to present a semblance of defense for respondents.

Duplicators vehemently denied the alleged fabrication of the March 8, 1999 termination letter and contended that if there had been an error, it was not Duplicators' fault. It stressed the presumed validity of the questioned registry receipt and submitted a certification from the Postmaster of Biñan, Laguna which indicated that the mail matter addressed to Salazar was covered by Registry Receipt No. 4295 and was in fact sent to Salazar's residence at Block 3, Lot 12, Phase 36, Pacita Complex, Biñan, Laguna.

On December 8, 1999, Labor Arbiter Manuel R. Caday rendered his Decision finding that petitioner's dismissal was for a just cause, but respondent Duplicators breached the twin-notice requirement for dismissal under Section 2 (c), Rule XXIII, Book V of the Implementing Rules and Regulations of the Labor Code. Thus, Duplicators was ordered to pay an indemnity of Php 10,000.00 to petitioner Salazar.

The decretal portion reads:

WHEREFORE, premises considered, judgment is hereby rendered ordering the respondent company to pay complainant the amount of P10,000.00 by way of indemnity. x x x

All other claims are hereby dismissed for lack of merit.

SO ORDERED.[13]

On January 26, 2000, Salazar filed a Memorandum of Appeal[14] from the adverse Decision. On August 28, 2000, the NLRC decided the appeal finding that there was actually no termination of Salazar's employment but considering that reinstatement was not advisable due to the strained relationship between the parties, separation pay was ordered paid to petitioner in lieu of reinstatement. The fallo of the August 28, 2000 Decision[15] reads:

WHEREFORE, the decision appealed from is hereby MODIFIED to the extent that the respondent company is hereby ordered to pay the complainant Php14,095.73 representing her one month separation pay. The award of indemnity is hereby deleted. The other findings stand Affirmed.

In its October 25, 2000 Resolution,[16] Salazar's October 12, 2000 Motion for Reconsideration[17] was subsequently denied for lack of merit.

Believing in the merits of her complaint, Salazar filed a Petition for Certiorari with the CA on January 11, 2001, which was docketed as CA-G.R. SP No. 62556.

In its March 15, 2002 Decision,[18] the CA ruled this way:

WHEREFORE, on the basis of the dissertations that prescind, the assailed issuances rendered by the NLRC are hereby AFFIRMED with modification. The dismissal of the petitioner is perforce declared lawful and valid. Nonetheless, as a measure of compassion and social justice, she is hereby pronounced entitled to separation pay equivalent to one month's salary for every year of service rendered.

Simply stated, the CA ruled that the termination of Salazar's employment was legal and valid. While the dismissed employee was not entitled to separation pay, the CA nonetheless awarded severance pay pursuant to settled jurisprudence and in the interest of social justice. Lastly, it ruled that there was no breach of the due process requirements prescribed for dismissal from employment.

On April 3, 2002, Salazar filed a Motion for Reconsideration,[19] but the CA consequently denied said motion in its August 7, 2002 Resolution.[20]

Hence, this Petition for Review on Certiorari is before us.

The Issues

Petitioner interposed the following issues:

- ON THE PRESUMPTION THAT PETITIONER WAS DISMISSED WITH JUST CAUSE, THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR WHEN IT ALLOWED THE REVERSAL BY ERROR BY THE NATIONAL LABOR RELATIONS COMMISSION (NLRC) OF THE LABOR ARBITER'S FINDING/RULING THAT SHE WAS DISMISSED IN VIOLATION OF THE PROCEDURAL ASPECT OF DISMISSAL TO FAVOR RESPONDENTS WHO DID NOT APPEAL.

- ON THE ASSUMPTION THAT A REVIEW OF THE FINDINGS OF THE LABOR ARBITER ON PROCEDURAL ASPECT OF PETITIONER'S DISMISSAL COULD BE MADE, THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR WHEN IT SAID THAT PETITIONER WAS SERVED NOTICE OF DISMISSAL BASED ON CERTIFICATION OF THE POST OFFICE OF BIÑAN LAGUNA, REFERRING TO A DIFFERENT MAIL MATTER.

- THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR WHEN IT DID NOT RULE THAT RESPONDENTS' DEFENSE IN THE ILLEGAL CASE IS ABANDONMENT, WHICH IS UNTENABLE, AND THE ALLEGED SUBSEQUENT DISMISSAL IS BUT AN AFTERTHOUGHT.

- THE HONORABLE COURT OF APPEALS COMMITTED REVERSIBLE ERROR WHICH IT SUSTAINED THAT PETITIONER WAS DISMISSED WITH JUST CAUSE IN DISREGARD OF THE SETTLED JURISPRUDENCE ON THE MATTER.[21]

Petition Salazar claims that the NLRC should not have deleted the award of indemnity of PhP 10,000.00 in her favor since both Duplicators and Fontanilla did not interpose any appeal from the Decision of Labor Arbiter Manuel Caday and hence, no affirmative relief could be granted to said respondents.

This postulation is incorrect.

The Court's Ruling

As a general rule, "a party who has not appealed cannot obtain from the appellate court any affirmative relief other than the ones granted in the appealed decision." [22]

The reason for this rule is that since parties did not appeal from the decision or resolution, they are presumed to be satisfied with the adjudication. Furthermore, Rule 141 on Legal Fees provides that if the fee is not paid, then "the court may refuse to proceed with the action until they are paid and may dismiss the appeal or the action or proceeding." The case or appeal is deemed filed only upon payment of the docket or appeal fee considering that jurisdiction is acquired by the court over the case or the appeal only upon full payment of the prescribed fee. Thus, the court has no jurisdiction or authority to grant affirmative relief to the party who did not appeal as there is no obligation to pay any fee. Furthermore, in the interest of fairness, it would not be proper and just to award affirmative relief to the appellees since they did not comply with the requirements of appeal. In this case, Rule VI, Section 3 of the NLRC Rules of Procedure [2000][23] prescribes the following:

Section 3. REQUISITES FOR PERFECTION OF APPEAL. a) The Appeal shall be filed within the reglementary period as provided in Section 1 of this Rule; shall be under oath with proof of payment of the required appeal fee and the posting of a cash or surety bond as provided in Section 6 of this Rule; shall be accompanied by memorandum of appeal which shall state the grounds relied upon and the arguments in support thereof; the relief prayed for; and a statement of the date when the appellant received the appealed decision, order or award and proof of service on the other party of such appeal.

Complying with these specifications is a difficult and tedious process, specifically the posting of cash or surety bond. It would be discriminatory and inequitable if a party who has not complied with these requirements will be granted affirmative relief.

In the instant case, did the NLRC violate the rule in labor cases that an appellee cannot be awarded any affirmative relief?

We find no deviation from the doctrine.

The Labor Arbiter ruled that petitioner Salazar's dismissal was for a just cause but discovered an infraction of the two-notice requirement on the dismissal of an employee for which he ordered Duplicators to pay the indemnity of

PhP 10,000.00 to Salazar. However, on petitioner's appeal, the NLRC believed that there was after all no dismissal of petitioner Salazar but due to strained relationship, the company was made to pay separation pay of PhP 14,095.73 instead of paying the indemnity of PhP 10,000.00 imposed by the Labor Arbiter. It is the deletion of the PhP 10,000.00 indemnity that is being assailed by the petitioner as a grant of affirmative relief to respondent Duplicators.

We are not persuaded.

Petitioner's first ground in her Memorandum of Appeal before the NLRC stated that Labor Arbiter Caday's ruling—that she was not illegally dismissed was "erroneous." [24] In resolving this issue, the NLRC overturned Caday's finding of petitioner's valid dismissal, and instead concluded that there was no termination of petitioner's employment. As a consequence, the NLRC had to recall the award of PhP 10,000.00 indemnity imposed by Arbiter Caday although not prayed for by respondent Duplicators since the said award was inconsistent with the finding that petitioner's employment subsisted. Without petitioner's dismissal, there can be no legal basis for the indemnity; hence, Duplicators is not obliged to comply with the two (2)–notice requirement. In annulling the award, the NLRC merely exercised its authority under Article 218 (d) of the Labor Code to correct or amend any error committed by a labor arbiter in aid of its exclusive appellate jurisdiction. Petitioner has no reason to complain that she was deprived of monetary benefits since the NLRC's Decision did not actually benefit Duplicators as the PhP 14,095.76 separation pay granted to petitioner is certainly greater than the PhP 10,000.00 indemnity deleted by the NLRC.

Anent the second issue, petitioner claims that the CA committed reversible error when it concluded that she was served with the dismissal notice based on a post office certification that referred to a different mail matter.

It is clear that petitioner raised a question of fact which is not allowed by the factual issue bar rule under Rule 45 considering that this Court is not a trier of facts.

Granting *arguendo* that the issue at bar is an exception to the proscription against questions of fact, we find that the CA did not commit any serious misstep in ruling that petitioner Salazar was actually served with the dismissal notice. The CA explained its conclusion this way:

Proof exists to establish that the foregoing notice of termination was served upon the petitioner by registered mail. The Postmaster of [Biñan], Laguna Mr. Fermin De Villa himself certified that this mail matter was delivered to the petitioner in her residence in Biñan, Laguna and was received by a C.M. de Vera on March 23, 1999. [25]

In her petition, Salazar does not assail the veracity and accuracy of Fermin De Villa's certification that Mail Matter No. 4295 was received by C.M. de Vera on behalf of petitioner. On the other hand, she claims that Mail Matter No. 4295 does not refer to the alleged March 8, 1999 letter of termination based on "falsification of company records" but to another Duplicators' letter also dated March 8, 1999 signed by Duplicator Sales Supervisor Leonora A. Fontanilla charging petitioner of abandonment of work.

To support her contention, petitioner presented a letter, [26] addressed to Philippine Duplicators President Vicente O. Reyes, explaining her side of the abandonment issue. Thus, she questions the CA's reliance on the De Villa certification on the receipt of Mail Matter No. 4295 to refer to the termination letter based on falsification of company records. She explains that "the alleged termination letter x x x dated March 8, 1999 likewise, was under Mail Matter No. 4299, as shown on the lower portion of the photo copy of the alleged letter of termination itself attached to respondents' Position Paper." [27] Based on the Muntinlupa Post Office's Certification, [28] Registry Receipt No. 4299 involves mail matter sent by Ricardo Lipata and addressed to Norma De Sunia of Bacon, Sorsogon. Petitioner therefore concludes that she was not served a copy of the March 8, 1999 termination letter

grounded on her alleged falsification of company records because Mail Matter no. 4299 was possibly sent to Norma De Sunia of Bacon, Sorsogon while Mail Matter No. 4295 which petitioner admittedly received, referred to the March 8, 1999 letter for her alleged work abandonment.

To determine whether the March 8, 1999 termination letter was received by petitioner, we first examine the documentary evidence, viz:

1. The Muntinlupa Post Office Record of Registered Mails reveal the following:

a. Registry Receipt No. 4295 was assigned to two (2) mail matters:

1.) Sender: Phil. Duplicators Inc.

Addressee: Estrellita Salazar

San Pedro, Laguna

2.) Sender: Janet Saduerte

Addressee: Corazon Saduerte

Buli, Camarines Sur[29]

b. Registry Receipt No. 4299

Sender: Ricardo Lipata

Addressee: Norma De Sunia

Bacon, Sorsogon[30]

c. Certification of Biñan, Laguna Postmaster Fermin T. De Villa which states that:

This is to certify that registered Letter No.4295 posted at Muntinlupa Post Office on March 16, 1999 and addressed to Ms. Estrellita Salazar of Block 3 Lot 12 Phase 3b, Pacita Complex, Biñan, Laguna was delivered to and received by Ms. C.M. de Vera on March 23, 1999.[31]

d. March 8, 1999 letter of Eduardo Z. Melendres to Estrellita G. Salazar terminating her for "falsifying company records" with the Registry Receipt No. 4299 attached thereto at the lower right portion of the letter.[32]

From the foregoing pieces of documentary evidence, it appears that there were two (2) mail matters sent by registered mail to petitioner Salazar, namely: one sent to her address at San Pedro, Laguna covered by Registry Receipt No. 4295 as can be seen from a copy of the Record of Registered Mails[33] and another covered by Registry Receipt No. 4295 sent to her address at Block 3 Lot 12 Phase 3b, Pacita Complex, Biñan, Laguna which was received by C.M. de Vera per the certification of Biñan Postmaster De Villa. Moreover, Registry Receipt No. 4295 was assigned to two (2) mail matters: the first sent by Philippine Duplicators to petitioner and the second sent by Janet Saduerte to Corazon Saduerte. To further complicate the already confusing situation, Registry Receipt No. 4299 was issued to the March 8, 1999 termination letter and at the same time was assigned to the letter sent by Ricardo Lipata to Norma De Sunia.

In this imbroglio, we rule that petitioner Salazar received the March 8, 1999 termination letter for the following reasons, viz:

1. In its August 28, 2000 Decision, the NLRC ruled that the receipt of the March 8, 1999 letter on termination petitioner's was confirmed based on the certification[34]issued by Postmaster Fermin De Villa.

The CA upheld this finding by the NLRC when it observed that the "Postmaster of [Biñan] Laguna, Mr. Fermin De Villa himself certified that this mail matter was delivered to the petitioner in her residence in Biñan, Laguna and was received by C.M. de Vera on March 23, 1999".[35]

The findings of fact of the NLRC are accorded with respect and even finality if based on substantial evidence, and these findings are binding and conclusive upon this Court when passed upon and upheld by the CA.[36]

2. In its Position Paper September 1, 1999 filed in NLRC NCR Case No. 00-05-06051-99 before Labor Arbiter Caday, Duplicators stated that:

On March 8, 1999, Mr. Eduardo Z. Melendres, Area Sales Manager of Respondent Leonora Fontanilla issued Private Complaint thru registered mail a letter of termination for falsifying company records punishable under Category V, Paragraph 8 of respondent company's Handbook on Constructive Discipline. A copy of the memorandum is hereto attached as Annex "F".[37]

Even granting arguendo that the post office was not able to deliver the March 8, 1999 termination letter and serve it on petitioner, still it cannot be denied that Salazar in fact got a copy of said termination letter when she received a copy of respondent's Position Paper with the said letter's copy attached Annex "F." It should be noted that neither Article 277 of the Labor Code nor the Omnibus Rules implementing the Labor Code prescribe a time frame within which the termination letter of the employee must be served. Thus, there was compliance with the second required notice on termination of petitioner's.

3. Philippine Duplicators categorically stated that the March 8, 1999 termination letter was assigned Registry Receipt No. 4295 based on the record of Registered Mails although Registry Receipt No. 4299 was inadvertently issued for said mail matter. Registry Receipt No. 4299 was attached to the termination letter appended as Annex "F" to respondent's Position Paper. It explained the discrepancy by presenting a copy of the pertinent page in the record that indeed Registry Receipt No. 4295 was assigned to the termination letter while Registry Receipt No. 4299 was actually assigned to the mail sent by Ricardo Lipata to Norma De Sunia of Bacon, Sorsogon. This position was further buttressed by the Biñan, Laguna Postmaster Certification that the letter covered by Registry Receipt No. 4295 was actually received by C.M. de Vera for petitioner. Such certification is supported by the presumption that the postmaster's official duty had been regularly performed and in the absence of proof to the contrary, then such presumption stands.

On the other hand, petitioner claims that what she received was the March 8, 1999 letter from Duplicators requiring her to explain the charge of abandonment and not the alleged March 8, 1999 termination letter, which is just a fabrication, considering that Registry Receipt No. 4299 was assigned to another shipper—Mr. Ricardo Lipata and the addressee is Norma de Sunia. However, other than her bare allegation and conclusion, she was not able to substantiate the same. First of all, she could not explain how the Registry Receipt No. 4295 was assigned to the March 8, 1999 show cause letter on the charge of abandonment considering the registration of the mail with the post office was not done by her but by respondent company. She never claimed that respondent forged or falsified Registry Receipt No. 4299. More importantly, if she actually received the March 8, 1999 letter on the charge of abandonment, then she could have submitted the envelope with the registry receipt number stamped in the envelope which is the post office's practice. Without such clear proof, we are not inclined to accept petitioner's story that she did not receive the March 8, 1999 termination letter sent by registered mail.

Petitioner was terminated for falsification of company records and not abandonment

Petitioner Salazar asseverates that she had already been dismissed from service as of December 7, 1998 allegedly based on a notice of termination issued on that day. She explains that the show cause order charging her with falsification of company records subsequently given to her was a belated attempt to show some semblance of

procedural due process preparatory to her removal from employment. Lastly, she postulates that the real cause for her removal is abandonment and not falsification of records.

We find such contentions without basis.

At the outset, the instant issue is a factual issue which should not be entertained under Rule 45. Even if we consider said issue, relief is not availing. Petitioner merely relied on her self-serving statements. No clear, convincing, and substantial evidence was adduced to prove and support her version of the controversy.

The Labor Code and its implementing rules empower the Labor Arbiter to be the trier of facts in labor cases. Much reliance is placed on the findings of facts of the arbiter having had the opportunity to talk to and discuss with the parties and their witnesses the factual matters of the case during the conciliation phase. Moreover, if hearing is conducted, the arbiter is able to know first hand the demeanor and behavior of the witnesses while they are giving their narratives. He has become an expert—over the years in such capacity as arbiter—to weigh, analyze, and calibrate the value and credit that should be assigned to parol evidence.

The factual conclusions of Labor Arbiter Caday were sustained by the NLRC, which ruled that Salazar's claims could not be said to be of unquestionable veracity. Thus, her claim that her employment was terminated on December 7, 1998 before she was given the December 9, 1998 a show cause letter cannot be given much weight. Nary a proof was presented that there was a December 7, 1998 memorandum terminating her for abandonment or falsification. Other than her bare assertion, Salazar was not able to adduce any corroborating testimony or documentary evidence to support her claim. She miserably failed to prove what she alleged.

Lastly, the CA also adopted Labor Arbiter Caday's findings as affirmed by the NLRC, that Salazar was not actually dismissed on December 7, 1998 without any evidence to prop up her story. When the factual findings of the trier of facts (Labor Arbiter) have been adopted by both the NLRC and the CA, then such conclusions automatically bind this Court as a matter of course.

Petitioner was afforded due process

The procedure for terminating an employee is found in Book VI, Rule I, Section 2 (d) of the Omnibus Rules Implementing the Labor Code:

Standards of due process: requirements of notice. – In all cases of termination of employment, the following standards of due process shall be substantially observed:

- For termination of employment based on just causes as defined in Article 282 of the Code:

(a) A written notice served on the employee specifying the ground or grounds for termination, and giving to said employee reasonable opportunity within which to explain his side;

(b) A hearing or conference during which the employee concerned, with the assistance of counsel if the employee so desires, is given opportunity to respond to the charge, present his evidence or rebut the evidence presented against him; and

(c) A written notice of termination served on the employee indicating that upon due consideration of all the circumstances, grounds have been established to justify his termination.

In case of termination, the foregoing notices shall be served on the employee's last known address.

The aforelisted requirements have been met, thus:

- Petitioner admitted that on December 10, 1998 she received from the union president a copy of the December 9, 1998 memorandum charging her with falsification under Category V of the company's handbook.[38]

- The second requisite—that a hearing or conference is set to enable the employee to respond to the charge and adduce evidence—is deemed substantially complied with. The CA is correct in its observation that "instead of utilizing the administrative inquiry as a reasonable avenue to thresh out her claims and defenses, petitioner ignored the same." [39]

- Petitioner received a copy of the March 8, 1999 termination letter by registered mail which she received on March 23, 1999, or at the latest, on September 1, 1999 when she got a copy of respondent's Position Paper where the letter was appended as Annex "F." [40]

Thus the twin notice requirement that constitutes due process has been satisfied.

Petitioner was dismissed for a just and valid cause

Petitioner was charged with "falsifying company records." On this issue, Labor Arbiter Caday made the following findings, viz:

A scrutiny of these documentary evidence reveals that on November 20, 1998, at around 3:00 PM complainant Salazar visited Juliet Alvarez of Banco-Filipino-Legal, Paseo de Roxas, Legaspi Village, Makati City (Annex "A" and "A-1" attached to Respondents' Rejoinder). This belies complainant's claim that she visited the respondent's customer, D.M. Consunji, Inc. on November 20, 1998 at around 3:00 P.M. (Annex "C" attached to Complainant's Reply). Moreover, Mr. Enrique Patag signed the Certification on December 15, 1998 on the date when complainant (Salazar) was no longer reporting for work and filed a case for illegal dismissal against respondents docketed as NLRC Case No. 00-12-10174-98 which was later ordered dismissed by Labor Arbiter Eduardo Carpio for lack of interest to prosecute. Similarly, the certification issued by Mr. Frederick Sison of the D.M. Consunji, Inc. attesting to complainant's visit on November 20, 1998, at 2:00 p.m. is confuted [sic] by the fact that on November 20, 1998, complainant [Salazar] visited Fely/Federico and Lilian at the Makati Medical Center as appearing in customer ledger of Makati Medical Center. (Annex "B" and "B-1" attached to Respondent's Rejoinder). With the foregoing observations, complainant's pretensions [are] at once noticeable and [merit] scant consideration. [41]

The findings of Arbiter Caday jibe with those of the NLRC, to wit:

Specifically, in a report she stated that she made a follow-up with Leny Sambrano of Bengson Law Office on November 20, 1998. However, in her "Reply", she admitted that she saw, not Sambrano, who was not around, but his secretary. It appears that [in] the report in question, Sambrano wrote, "there was no visit last Friday, 11/20" and then affixed [her] signature. In another report, she stated that she made a follow-up with Jun of ICLARM on November 20, 1998, but it appeared that Jun Fedrigo wrote on the same report, which he also signed, that she did not visit his office on the date in question. In a letter dated December 15, 1998, he stated that he had no memory of seeing the complainant on the date in question. [42] x x x

The findings of both Arbiter Caday and the NLRC were sustained by the CA, which ruled that "there is ample proof to bear out that the petitioner knowingly recorded erroneous entries in her Daily Sales Reports."

It is well-settled that the findings of fact of quasi-judicial agencies like the NLRC are accorded not only respect but even finality if the findings are supported by substantial evidence; more so when such findings were affirmed by the CA and such findings are binding and conclusive upon this Court. Thus, we rule that petitioner committed fraud or willful breach of the employer's trust reposed in her under Article 282 of the Labor Code.

The constitutional policy to provide full protection to labor is not meant to be a sword to oppress employers. The commitment under the fundamental law is that the cause of labor does not prevent us from sustaining the employer when the law is clearly on its side.

WHEREFORE, the petition is DENIED and the March 15, 2002 Decision of the Court of Appeals and the August

7, 2002 Resolution in CA-G.R. SP No. 62556 are AFFIRMED.

No costs.

SO ORDERED.

Quisumbing, (Chairperson), Carpio, Carpio-Morales, and Tinga, JJ., concur.

[1] Rollo, p. 197.

[2] Id.

[3] Id. at 198.

[4] Id. at 143.

[5] Id. at 198.

[6] Id. at 145.

[7] Id. at 128.

[8] Id. at 129.

[9] Id. at 199.

[10] Id. at 146.

[11] Id. at 9.

[12] Id. at 130.

[13] Id. at 204.

[14] Id. at 205-223.

[15] Id. at 107-112

[16] Id. at 113-114.

[17] Id. at 262-273.

[18] Penned by Associate Justice Bienvenido L. Reyes, with Associate Justices Roberto A. Barrios and Rebecca De Guia-Salvador concurring, id. at 54-68.

[19] Id. at 303-319.

[20] Id. at 69-70.

[21] Id. at 6.

[22] Filflex Industrial & Manufacturing Corp. v. NLRC, G.R. No. 115395, February 12, 1998, 286 SCRA 245, 256.

[23] As amended by 2005 Revised Rules of Procedure of the National Labor Relations Commission. Rule VI, Section 4 provides:

Section 4. REQUISITES FOR PERFECTION OF APPEAL.-a) The appeal shall be: 1) filed within the reglementary period provided in Section 1 of this Rule; 2) verified by the appellant himself in accordance with

Section 4, Rule 7 of the Rules of the Court, as amended; 3) in the form of a memorandum of appeal which shall state the grounds relied upon and the arguments in support thereof, the relief prayed for, and with a statement of the date the appellant received and appealed decision, resolution or order; 4) in three (3) legibly typewritten or printed copies; and 5) accompanied by i) proof of payment of the required appeal fee; ii) posting of a cash or surety bond as provided in Section 6 of this Rule; iii) a certificate of non-forum shopping; and iv) proof of service upon other parties.

b) A mere notice of appeal without complying with the other requisites aforestated shall not stop the running of the period for perfecting an appeal.

c) The appellee may file with the Regional Arbitration Branch or Regional Office where the appeal was filed, his answer or reply to appellant's memorandum of appeal, not later than ten (10) calendar days from receipt thereof. Failure on the part of the appellee who was properly furnished with a copy of the appeal to file his answer or reply within the said period may be construed as a waiver on his part to file the same.

d) Subject to the provisions of Article 218 of the Labor Code, once the appeal is perfected in accordance with these Rules, the Commission shall limit itself to reviewing and deciding only the specific issues that were elevated on appeal.

[24] Supra note 14, at 210.

[25] Rollo, p. 63.

[26] Supra note 7.

[27] Rollo, p. 23.

[28] Annex "C-102," id. at 174.

[29] Exhibit "A," Motion to Admit Postal Certification and Clarification to Support Submitted Exhibit, id. at 410.

[30] Id.

[31] Id. at 412.

[32] Supra note 10.

[33] Supra note 28.

[34] Supra note 31.

[35] CA Decision, supra note 18, at 63.

[36] San Juan De Dios Educational Foundation Employees Union-Alliance of Filipino Workers v. San Juan De Dios Educational Foundation, Inc., G.R. No 143341, May 28, 2004, 430 SCRA 193, 205-206.

[37] Rollo, p. 132.

[38] Id. at 8.

[39] Id. at 63.

[40] Supra note 10.

[41] Rollo, pp. 201-202.

[42] Id. at 110.

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