

FIRST DIVISION

[G.R. No. 222212, January 22, 2020]

**COMSCENTRE PIDLS., INC., AND PATRICK BOE PETITIONERS,
VS. CAMILLE B. ROCIO RESPONDENT.**

DECISION

LAZARO-JAVIER, J.:

The Case

This petition seeks to nullify the following dispositions of the Court of Appeals in CA-G.R. SP No. 134623:

1. Decision^[1] dated July 8, 2015 which disallowed the offsetting of petitioners' claim for payment of "employment bond" against the monetary award in favor of respondent; and
2. Resolution^[2] dated January 12, 2016 denying petitioners' motion for reconsideration.

Antecedents

On April 4, 2011, petitioners Comscentre Phils., Inc. and its Country Manager Patrick Boe hired respondent Camille B. Rocio as a Network Engineer.^[3]

On August 5, 2011, respondent informed petitioners of her intention to resign effective September 9, 2011. Prior to the effectivity of her resignation, Comscentre's Human Resource Manager Jennifer Hachero and Support Manager Allan Calanog informed respondent she had to pay an "employment bond" of Eighty Thousand Pesos (P80,000.00) for resigning within twenty-four (24) months from the time she got employed as provided in her employment contract, viz:

MINIMUM EMPLOYMENT LENGTH

You agree to remain in our employ for a minimum of twenty-four (24) months from your start date. This period will enable you to avail of the training and development programs, in the form of formal plus on-the-job training, that will prepare you for a meaningful career with Comscentre.

If you for any reason, terminate your employment with the company at

your volition (*sic*) or were terminated for cause before you complete the twenty-four (24) months of service from your start date , your (*sic*) agree to indemnify the company the amount of P80,000 to cover all expenses incurred in relation to your employment. This includes, but not limited to, recruitment expenses, formal on-the job training and other related administrative costs. xxx xxx xxx.^[4]

On August 24, 2011, respondent e-mailed Comscentre's Australian Human Resource Manager Lianne Glass asking for clarification regarding the "employment bond."^[5]

The following day on August 25, 2011, Hachero issued a show-cause letter to respondent seeking her explanation why she should not be subjected to disciplinary action for raising her concerns directly to Manager Glass and allegedly going around her colleagues' workstations during working hours to discuss her resignation . The show-cause letter, however, indicated that respondent was already placed on preventive suspension, viz:

Relatively, you are hereby required to submit your written explanation on 29 August 2011, why you should not merit corresponding penalty of disciplinary action. You are hereby advised of an administrative hearing on 30 August 2011, 10:00 am at the Corporate Office, xxx xxx.

Taking into consideration that your alleged actions are already causing chaos, disarray/turmoil amongst co-employees and the whole working environment and is now disruptive of work output, thus, jeopardizing and putting the company operations at high risk and hampering over-all productivity, which the Company cannot anymore tolerate, you are hereby placed on preventive suspension immediately upon receipt of this notice under further notice.^[6]

On August 29, 2011, respondent submitted her explanation. An administrative hearing was thereafter conducted on September 2, 2011. On September 9, 2011, petitioners issued a Letter of Suspension (Without Prejudice)^[7] to respondent stating she was preventively suspended without pay from August 25, 2011 to September 9, 2011.

On September 16, 2011, respondent sued petitioners for unfair labor practice, illegal suspension, illegal deduction, underpayment of salaries, non-payment of wages, service incentive leave pay and 13th month pay, damages (moral and exemplary), and attorney's fees.^[8]

Respondent claimed she neither discussed her resignation with her colleagues during work hours nor disobeyed any company directive. Too, Manager Glass advised employees to communicate with her directly if they were not comfortable with the way local management handled their concerns. Thus, the allegations in the show-cause letter were unfounded.^[9]

On the other hand, petitioners maintained that respondent was validly placed under preventive suspension for willful disregard of company directives and loitering on work hours. Petitioners, though, admitted respondent was entitled to tax refund and

the proportionate monetary equivalent of her vacation leaves and 13th month pay. All other claims were denied by petitioners.^[10]

The Ruling of the Labor Arbiter

Under Decision dated July 30, 2012, Labor Arbiter Adolfo C. Babiano found respondent's preventive suspension unjustified. Petitioners were, thus, ordered to pay respondent the following amounts, *viz*:

WHEREFORE, judgment is hereby rendered ordering [petitioner] to pay [respondent] as follows:

1. P67,961.30 (P2,192.30 x 31 days) representing her wages during her illegal suspension;
2. P19,000.00 (P57,000.00 x 4/12) representing her proportionate 13th month pay ;
3. P10,000.00 as moral damages; and
4. P10,000.00 as exemplary damages

TOTAL AWARD: P106,961.30

Attorney's fees at 10% of the total award : P10,696.13

All other claims are dismissed for lack of merit.

SO ORDERED.^[11]

Petitioners appealed to the National Labor Relations Commission (NLRC). Pursuant to Sec. 6, Rule VI of the NLRC Rules of Procedure,^[12] they posted a cash bond^[13] of P86,961.38 representing the amount of monetary award in favor of respondent, exclusive of damages and attorney's fees .

In their appeal, petitioners maintained that respondent was validly suspended . Petitioners also asserted that respondent was liable to pay the Eighty Thousand Pesos (P80,000.00) "employment bond".^[14]

The Ruling of the NLRC

By Resolution dated October 21, 2013, the NLRC affirmed with modification, thus:

WHEREFORE, respondent's appeal is **PARTLY GRANTED** and the Decision promulgated on 30 July 2012 is **AFFIRMED WITH THE FOLLOWING MODIFICATIONS**:

1. Respondent Comscentre Phils. Inc. is **DIRECTED** to pay complainant

P85,424.44 broken down as follows, viz:

- (a) P30,692.31 as salaries during her 14 days suspension;
- (b) P24,880.69 as tax refund;
- (c) P10,851.44 as monetary equivalent of her vacation leaves; and
- (d) P19,000.00 as proportionate 13th month pay.

From these amounts shall be deducted the P80,000.00 bond due the respondent.

2. Award of moral and exemplary damages and attorney's fees are **DELETED**;

All other claims are **DISMISSED** for lack of merit.

SO ORDERED.^[15]

The NLRC adjusted the computation of respondent's money claims to cover her salary during her fourteen (14)-day illegal suspension, tax refund, and unused leave credits. The award of damages and attorney's fees was deleted for respondent's failure to substantiate its grant. The NLRC, however, ordered the deduction of the Eighty Thousand Pesos (P80,000.00) "employment bond" claimed by petitioners from respondent's total monetary award.

Respondent moved for reconsideration which was denied under Resolution dated January 23, 2014.^[16] On May 13, 2014, the NLRC had already issued an entry of judgment in favor of petitioners.^[17]

Meanwhile, respondent went to the Court of Appeals via a petition for certiorari. She claimed that the NLRC gravely abused its discretion when it ordered the deduction of the Eighty Thousand Pesos (P80,000.00) "employment bond" from her money claims for alleged breach of her employment contract. Respondent argued that an action for breach of contractual obligation is a civil dispute under the jurisdiction of regular courts, not the NLRC.

The Ruling of the Court of Appeals

Under Decision dated July 8, 2015,^[18] the Court of Appeals nullified the NLRC's directive to deduct the Eighty Thousand Pesos (P80,000.00) "employment bond" from the total monetary award due to respondent. It ruled that petitioners' claim for payment of "employment bond" is within the exclusive jurisdiction of regular courts.

Petitioners sought reconsideration, but was denied under Resolution dated January 12, 2016.^[19]

The Present Petition

Petitioners now seek affirmative relief from the Court. They reiterate that the NLRC has jurisdiction over their claim for enforcement of the "employment bond" against respondent as it is covered by respondent's "terms and conditions of employment."