

SECOND DIVISION

[G.R. No. 206716, June 18, 2014]

RUBEN C. JORDAN, PETITIONER, VS. GRANDEUR SECURITY & SERVICES, INC., RESPONDENT.

DECISION

BRION, J.:

We resolve the petition for review on *certiorari*^[1] filed by petitioner Ruben Jordan to challenge the April 22, 2013 decision^[2] of the Court of Appeals (CA) in CA-G.R. SP No. 119715.

The Factual Antecedents

On May 23, 2007, Jordan, together with his co-employees, Valentino Galache and Ireneo Esguerra, (collectively, the *complainants*) filed individual complaints for money claims against Nicolas Pablo and respondent Grandeur Security and Services Corp. (*Grandeur Security*).^[3] They alleged that Grandeur Security did not pay them minimum wages, holiday, premium, service incentive leave, and thirteenth month pays as well as the cost of living allowance. They likewise claimed that Grandeur Security illegally deducted from their wages the amount of five hundred pesos (P500.00) per annum as premiums of their insurance policies. Galache additionally asked for the payment of overtime pay for work he allegedly rendered beyond eight hours.^[4] On May 28, 2007, Jordan amended his complaint and included illegal dismissal as his additional cause of action. The case was docketed as **NLRC-NCR Case No. 05-05003-07**.^[5]

In defense, Grandeur Security denied that it terminated Jordan from employment. It claimed that it merely issued Jordan a memorandum^[6] re-assigning him from Quezon City^[7] to Taguig City.^[8] It further insisted that Jordan abandoned his work and opted to file an illegal dismissal case against it instead of complying with the memorandum. Grandeur Security also denied non-payment of money claims to the complainants.^[9]

The Labor Arbiter's Ruling

In a decision dated May 27, 2008,^[10] the Labor Arbiter (LA) held that Jordan had merely been transferred to another workplace. The LA also ruled that Jordan's immediate filing of illegal dismissal case after the issuance of the subject memorandum belied Grandeur Security's claim of abandonment. Thus, the LA ordered Grandeur Security to "reinstate" Jordan in employment. The LA further awarded the complainants monetary claims for Grandeur Security's failure to adduce evidence of payment except Galache's claim for overtime pay due to lack of proof

that he rendered work beyond eight hours. The dispositive part of the decision states:

"WHEREFORE, premises considered, judgment is hereby rendered **dismissing the charge of illegal dismissal of complainant Ruben C. Jordan, for lack of merit. Respondents Grandeur Security Services through respondent Nicolas T. Pablo is hereby ordered to reinstate complainant Ruben C. Jordan to his former position without any backwages** and to pay herein complainants their salary differentials, holiday pay differential, cost of living allowance, and 13th month differentials pay and service incentive leave pay and the return of the deductions of P500.00 per year for three (3) years in the total aggregate sum of:

1. Ruben C. Jordan – P88,883.23
2. Valentino Galache – P172,800.27
3. Irineo Esguerra – P75,544.50

Or the sum total of Three Hundred Thirty-Seven Thousand Two Hundred Twenty-Eight and 01/100 (P337,228.01) pesos as computed by Ms. Amalia Celino, Financial Analyst, this Commission, which computation has been made part of the records, within ten (10) days from receipt hereof.

Further, an order of reinstatement in this jurisdiction being not only immediately executory but likewise self-executory even pending appeal, respondents are hereby directed to submit Compliance Report therewith indicating therein their option taken as to whether the reinstatement of Ruben C. Jordan undertaken was physical or merely in their payroll likewise within ten (10) days from receipt hereof.

SO ORDERED."^[11]

Proceedings after the May 27, 2008 Decision

Grandeur Security partially appealed the May 27, 2008 decision before the NLRC with respect to the grant of monetary awards.^[12] However, it did not contest the "reinstatement order" as it allegedly mailed Jordan a return to work order dated July 11, 2008 (*letter*).^[13] The letter was addressed to Jordan's residence^[14] and was evidenced by Registry Receipt No. 00299 as well as the registry return card bearing the recipient's signature.^[15]

The NLRC denied Grandeur Security's partial appeal and the subsequent motion for reconsideration.^[16] The May 27, 2008 decision became final and executory on January 20, 2010 and the NLRC correspondingly issued an entry of judgment in NLRC-NCR Case No. 05-05003-07.^[17] Subsequently, the complainants sought to execute the May 27, 2008 decision.^[18] After the NLRC issued a writ of execution, Grandeur Security paid the amount of P80,000.00 to Jordan who executed a quitclaim on his money claims on March 3, 2010. Notably, the quitclaim states that

"the issue on reinstatement is still pending for [the] determination by the Labor Arbiter."^[19]

On December 15, 2010, the LA pronounced the proceedings in NLRC-NCR Case No. 00-05-05003-07 closed and terminated in view of: (1) the complainant's individual quitclaims; and (2) Jordan's waiver of his right to be reinstated. The LA found that Jordan did not report for work despite his receipt of Grandeur Security's letter.^[20]

On January 10, 2011, Jordan appealed the December 15, 2010 order before the NLRC and insisted that he did not receive the letter.^[21] He asserted that the signature in the registry return card neither belonged to him nor to his wife, Evelyn Jordan.^[22] As proof, he attached to his appeal his and his wife's specimen signatures.^[23] He also submitted a letter from Meycauayan, Bulacan Post Office which states that it could not grant a certification of mailing due to the damage of its delivery books in 2009.^[24] Jordan thus claimed backwages and separation pay for failure of Grandeur Security to comply with the reinstatement order in the May 27, 2008 decision, thus:

Wherefore, premises considered, it is most respectfully prayed that this Honorable Commission reverse and set aside LA's decision and order respondents to pay complainants the following:

1. Backwages from June 2008 until full payment is made;

2. Separation pay, in lieu of reinstatement.

In Velasco v. NLRC reiterated in Panfilo Macadero vs. Southern Industrial Gases Philippines, the Supreme Court:

The accepted doctrine is that separation pay may avail in lieu of reinstatement if reinstatement is no longer practical or in the best interest of the parties. **Separation pay in lieu of reinstatement may likewise be awarded if the employee decides not to be reinstated.**

3. An additional 10% of all amount collected as attorney's fees.

Respectfully submitted. 10 January 2011.^[25] (emphasis ours)

The NLRC Ruling

In a decision dated February 21, 2011,^[26] the NLRC set aside the December 15, 2010 order. The NLRC gave weight to Jordan and his wife's specimen signatures in finding that Jordan did not receive the subject letter. It further observed that the signature appearing in the registry return card was "more similar" to Esguerra's signature. The NLRC thus ruled that Jordan was entitled to backwages and separation pay for Grandeur Security's failure to comply with the reinstatement order in the May 27, 2008 decision. The dispositive part of the NLRC decision states:

WHEREFORE, premises considered, judgment is hereby rendered finding the appeal impressed with merit. Respondent-appellee, Grandeur

Security and Services Corporation is **hereby ordered to pay complainant the aggregate amount of P977,255.20 representing his reinstatement wages and separation pay plus ten percent (10%) thereof as attorney's fees.** Accordingly, the Order of the Labor Arbiter dated December 15, 2010 is hereby VACATED and SET ASIDE.

SO ORDERED.^[27] (emphasis ours)

On March 28, 2011, the NLRC denied^[28] the motion for reconsideration^[29] that Grandeur Security and Pablo subsequently filed, prompting the employer company to seek relief from the CA through a petition for *certiorari* under Rule 65 of the Rules of Court.^[30]

The CA Ruling

On April 22, 2013, the CA nullified the NLRC ruling. The CA held that the NLRC gravely abused its discretion when it ordered Grandeur Security to pay Jordan backwages, separation pay, and attorney's fees despite the immutability of the May 27, 2008 decision. Citing Section 9, Rule 11 of the 2011 NLRC Rules of Procedure, the CA declared that the consequence of the employer's refusal to reinstate an employee was to cite the employer in contempt, and not to order the payment of backwages and separation pay.

The CA also concluded that Jordan's claim of non-receipt was merely a ploy to demand from Grandeur Security additional monetary awards when he clearly did not desire to be reinstated. It observed that Jordan repeatedly and categorically prayed in his pleadings the payment of backwages and separation pay in lieu of reinstatement. Even assuming that Jordan did not waive his right to reinstatement, the CA ruled that his denial of the receipt of the letter would not prevail over the presumption that the postman had regularly delivered the mail to its recipient. Moreover, the registry receipt and the registry return card substantially proved that the letter was delivered to Jordan.^[31]

The Petition

In the petition before this Court, Jordan insists that the NLRC did not alter the May 27, 2008 decision. He posits that the issue of his entitlement to backwages, separation pay, and attorney's fees only arose after Grandeur Security's non-compliance with the reinstatement order. He reiterates that he is entitled to backwages and separation pay due to his non-receipt of the letter ordering him to return to work.

The Respondent's Position

In its *Comment*,^[32] Grandeur Security argues that the NLRC had no jurisdiction to alter the May 27, 2008 decision which has already attained finality. It also points out that nothing prevented Jordan from reporting for work especially since the LA has already ruled on the continued existence of his employment. Since Jordan was not dismissed from work, he is not entitled to backwages and separation pay. Grandeur Security additionally submits that the registry receipt and the registry return card substantially prove Jordan's receipt of the subject letter. It also wants this Court to

take cognizance of its previous successful mails to Jordan's home address.

The Issues

This case presents to us the following issues:

- (1) Whether an employee who is not terminated from employment may be reinstated to work;
- (2) Whether the CA correctly ruled that NLRC rulings dated February 21 and March 28, 2011 are null and void; and
 - (a) Whether the NLRC has jurisdiction over the "memorandum of appeal" dated January 10, 2011; and
 - (b) Whether the NLRC gravely abused its discretion in substantially altering the May 27, 2008 decision; and
- (3) Whether Jordan waived his right to work in Grandeur Security.

Our Ruling

We find the petition unmeritorious.

I. The Court should harmonize the seemingly conflicting dispositions of the Labor Arbiter's final and executory judgment

A. The dispositive part must be harmonized with the whole body of the decision where uncertainty exists in the dispositive part.

It does not escape this Court's attention that the dispositive part of the May 27, 2008 decision contains two contradictory judgments. The dispositive part states that Jordan's **complaint for illegal dismissal is dismissed** for lack of merit. In the same breath, the LA ordered Grandeur Security to **reinstate Jordan in employment, whether physically or in the payroll.** ***These conflicting judgments are absurd because an employee who has not been dismissed, much less illegally dismissed, cannot be reinstated.*** In legal parlance, reinstatement without loss of seniority rights is merely a consequence of the employer's illegal dismissal;^[33] it merely restores the employee who is unjustly dismissed to his former position.^[34]

As a rule, the court's resolution in a given issue is embodied in the decision's dispositive part. The dispositive part is the controlling factor on the settlement of parties' rights, notwithstanding the confusing statement in the body of the decision or order. However, this rule only applies when the decision's dispositive part is definite, clear and unequivocal.^[35] **Where a doubt or uncertainty exists between the dispositive part and the body of the decision, the Court must harmonize the former with the latter in order to give effect to the decision's intention, purpose and substantive terms.**^[36]

We see no reason why this Court should not apply this exception in construing the LA's rulings in the May 27, 2008 decision. While the contradictory statements appear in the dispositive part, the Court should also scrutinize the whole body of the May 27, 2008 decision in order to judiciously give effect to the LA's intended rulings. In other words, we should read the May 27, 2008 decision in its entirety and construe it as a whole so as to bring all of its parts into harmony as far as this can be done by