

THIRD DIVISION

[G.R. No. 140812, August 28, 2001]

**CANDIDO ALFARO, PETITIONER, VS. COURT OF APPEALS,
NATIONAL LABOR RELATIONS COMMISSION AND STAR PAPER
CORPORATION, RESPONDENTS.**

D E C I S I O N

PANGANIBAN, J.:

Generally, separation pay need not be paid to an employee who voluntarily resigns. However, an employer who agrees to expend such benefit as an incident of the resignation should not be allowed to renege in the performance of such commitment.

The Case

Before us is a Petition for Review on *Certiorari*^[1] under Rule 45 of the Rules of Court, seeking to set aside the Decision^[2] of the Court of Appeals (CA), which affirmed the June 16, 1998 Decision of the National Labor Relations Commission (NLRC).^[3]

The Facts

The facts as related by petitioner in his Memorandum^[4] are hereunder reproduced as follows:

"Petitioner was employed as a helper/operator of private respondent since November 8, 1990. From November 23, 1993 until December 5, 1993, he took a sick leave. When he reported back to work on December 6, 1993, he was surprised to find out that another worker was recruited to take his place, and instead, he was transferred to [the] wrapping section where he was required to work with overtime up to 9:30 PM, from his regular working hours of from 7:00 a.m., to 4:00 p.m., despite the fact that he had just recovered from illness. On December 7, 1993, he was given a new assignment where the work was even more difficult[;] when he complained o[f] what he felt was rude treatment or sort of punishment since he was being exposed to hard labor notwithstanding his predicament of just coming from sickness, petitioner was told to look for another job because he was dismissed effective on said date, December 7, 1993, when petitioner was seeking his 13th month pay and fifteen (15) days sick leave pay [o]n the afternoon of the same day, he was ignored when he refused to sign documents which indicated that he was renouncing claims against private respondent. Before Christmas of 1993, petitioner sought private respondent to pay his

13th month pay and [his] 15 days sick leave pay, but he was told to come next year.

"On January 12, 1994, petitioner came to private respondent for his aforesated money claims. During that occasion, private respondent dangled to petitioner a check worth P3,000.00 which [would] be released to him, only if he [signed] the documents, being forced upon him to sign on December 7, 1993. Deperate for the money to support his subsistence, and against his will, petitioner was constrained to sign the said documents which contained no amount of money released to him. The actual sum of money received by petitioner from private respondent amounted to P3,000.00 in the form of check, while his claims for 15 days sick leave pay was secured by him from the Social Security System.

"The documents forced upon the petitioner to sign were a 'resignation letter, and a Release and Quit Claim'. Said 'resignation letter' read, thus:

'To the Personal Manager
Mr. Michael Philip Elizalde
Star Paper Corporation
46 Joy St., Grace Village, Q.C.

Dear Sir,

Ako po si Candido Alfaro ay nagbibigay ng aking resignation letter dahilan po sa aking sakit. Umaasa po ako na mabigyan ng tulong.

Lubos na gumagalang
(sgd) Candido Alfaro'

"As submitted by private respondent in its pleadings on record, petitioner allegedly tendered said resignation letter on January 12, 1994, on the basis of which, the former maintains that the latter was not illegally dismissed, was paid [his] separation pay of P8,455.50, and that he voluntarily resigned from his job effective January 12, 1994."^[5]

Private respondent, in its Memorandum^[6], adopts Labor Arbiter Donato Quinto's findings of fact as follows:

"Complainant alleges that he was hired by respondent corporation in November 1990 [as] the latter's machine tape operator. Thereafter, or in the month[s] of September and October, 1993, he was suffered to do some painting work on pallets guide using [a] spray gun. As a result, in the third week of October, 1993 he felt general body weakness coupled with constant coughing and fever.

"As a consequence of his illness, complainant alleges that he took a vacation leave from November 22, 1993 to December 5, 1993. However, upon reporting for work on December 6, 1993, complainant was

surprised to find out that somebody was already recruited to take his place. Instead, he was transferred to the wrapping section.

"On December 7, 1993, complainant complained of the work being given to him for being difficult which was interpreted as some sort of a punishment given to him by the respondent. As a result thereof, complainant alleges that he was dismissed without valid cause and without due process of law. He further alleges that he was not paid his 13th month pay and 15 days sick leave which he was claiming because he refused to sign a document renouncing all his claim[s] against respondent corporation.

"On January 12, 1994, complainant went to the respondent corporation to claim his 13th month pay and his 15 days sick leave pay. He received the amount of P3,000.00 but he was allegedly pressured to sign a Quitclaim and Release with no amount or consideration written on said document. Further, complainant also alleges that he was also made to sign a prepared resignation letter in exchange for the P3,000.00 which he received which [was] contrary to the claim of the respondent corporation that he received P8,452.00.

"On June 14, 1996, the complainant filed a case against the respondent corporation for non-payment of separation pay. Said complaint was later amended on August 1, 1996 by claiming illegal dismissal and damages in lieu of separation pay, with a prayer for reinstatement with backwages and attorney's fees.

"On the other hand, respondent corporation maintains that complainant while still under its employ contracted PTB Minimal Active for which reason he applied for SSS benefits on November 25, 1993. Considering his illness, complainant asked the respondent corporation that he be allowed to resign with benefits. After getting a favorable reply, complainant submitted a resignation letter to the respondent corporation on January 12, 1994.

"Because of his request for help, separation benefits were likewise given to complainant in the amount of P8,452.50. Complainant, upon receipt of said benefits, executed a Release and Quitclaim in favor of respondent corporation."

The CA Ruling

In denying petitioner's claims, the CA ruled as follows:

"It is not easy to uphold petitioner's submission. For, the Labor Arbiter's report to the National Labor Relations Commission shows that petitioner 'resigned voluntarily'. Thus, as written in the letter of resignation:

'Ako po si candido Alfaro ay nagbibigay ng aking resignation dahilan po sa aking sakit.

`Umaasa po ako na mabigyan ng tulong.'

"The same report likewise mentioned the "Quitclaim and Release" (Annex 2, of private respondent's position paper) which further strengthened the fact that petitioner resigned due to his ailment. If petitioner's concatenation is true that he was forced to sign the resignation letter against his better judgment, then why should he also sign the quitclaim and release[?]

"We find no reason to reverse and set aside the findings and recommendation of the Labor Arbiter, and affirmed by the NLRC. As a quasi-judicial body, the findings of the NLRC deserve respect, even finality (M. Ramirez Industries vs. Secretary of Labor, 266 SCRA 111; Bataan Shipyard and Engineering Corporation vs. NLRC, 269 SCRA 199; Naguiat vs. NLRC, 269 SCRA 564; Conti vs. NLRC, 271 SCRA 114.)"

Hence, this recourse.^[7]

The Issues

Petitioner submits the following issues for the consideration of this Court:

"1.) Whether or not the Honorable Court of Appeals committed grave abuse of discretion tantamount to lack of or x x x excess of jurisdiction and/or serious reversible error in holding that petitioner was not illegally dismissed by private respondent;

"2.) Whether or not the Honorable Court of Appeals committed grave abuse of discretion tantamount to lack of or x x x excess of jurisdiction, and/or serious reversible error in holding that petitioner voluntarily resigned from employment

"3.) Whether or not the Honorable Court of Appeals committed grave abuse of discretion tantamount to lack of or x x x excess of jurisdiction and/or reversible error in holding that the finding of the NLRC, deserve respect and even finality despite serious flaws in its appreciation of facts and evidence;

"4.) Whether or not the Honorable Court of Appeals committed grave abuse of discretion tantamount to lack of or x x x excess of jurisdiction, and/or serious reversible error in dismissing the petition for certiorari"^[8]

The Court's Ruling

The Petition has no merit.