

## THIRTEENTH DIVISION

[ CA-G.R. SP NO. 129057, June 30, 2014 ]

**EDUARDO C. SEMANES, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION (NLRC) AND UNITED DOCKHANDLERS, INC., ET AL. (UDI), PHILIPPINE PORTS AUTHORITY – ET AL. (PPA), RESPONDENTS.**

### D E C I S I O N

**DIMAAMPAO, J.:**

At the maelstrom of this Petition for *Certiorari*<sup>[1]</sup> are the *Decision*<sup>[2]</sup> and *Resolution*<sup>[3]</sup> dated 27 June 2012 and 25 January 2013, respectively, of the National Labor Relations Commission (NLRC), in NLRC LAC No. 10-002712-11.

The salient facts unfold as follows:

Petitioner Eduardo Semanes was a former employee of private respondent United Dockhandlers, Inc. (United).<sup>[4]</sup> Upon the other hand, United was the former arrastre and stevedoring company in Piers 6, 12, 14 and 16, North Harbor, Manila, authorized by co-respondent Philippine Ports Authority (PPA) to operate such business. On 19 November 2009, the PPA entered into a *Contract*<sup>[5]</sup> with Manila North Harbor Port, Inc. (Manila North) for the development, management, operation and maintenance of the Manila North Harbor (harbor) including the piers operated by United. Inevitably, the latter was forced to terminate its operations on 10 April 2010 when the Manila North took over its operations. Prior to the take over, the alliance of labor unions in North Harbor or the Alliance of Port Transport Workers-North Harbor (union) entered into a *Memorandum of Agreement* (MOA) with Manila North.<sup>[6]</sup> It was stipulated that Manila North would absorb the port workers in the harbor, and would advance the payment of their past service benefits. However, petitioner and his other co-workers were neither absorbed by the Manila North nor paid their past service benefits.

Consequently, the union and the different labor unions in the harbor filed *Notices of Strikes* before the National Conciliation and Mediation Board (NCMB), Department of Labor and Employment. Several conciliation meetings were held before the NCMB and to settle amicably the labor disputes, a *Compromise Agreement* was freely and voluntarily executed on 20 December 2010 by and between petitioner and other co-workers, on one hand, and United and Manila North, on the other hand.<sup>[7]</sup> The *Compromise Agreement*, attested by then NCMB Executive Director Reynaldo Ubaldo and Conciliators-Mediators Amorsolo Aglibut and Edgar Aquino, provides that United would pay all its employees not absorbed by Manila North a separation pay equivalent to 80% of the employee's monthly pay per year of service from 1 October 2001 to 15 April 2010. Pertinent portions of the *Compromise Agreement* read, as follows:

"a. **UDI shall pay all its employees not absorbed/ enlisted/ employed/paid by MNHPI** equivalent to Eighty Percent (80%) of the employee's monthly pay per year of service from October 1, 2001 to April 15, 2010, which payment shall be considered *full and complete* settlement of any and all claims of all UDI employees, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH and any and all of their individual officers/employees/members;

x x x x x x

c. That all UDI, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH officers/employees/members *hereby drop any and all of their money claims for past service/separation/ retirement benefits and any and all money claims against UDI and MNHPI* and that UDI and MNHPI, their affiliates, subsidiaries and successors-in-interest, its stockholders, officers, directors, agents, employees, associates, contractors and consultants from any action, whether civil, criminal, administrative or otherwise are hereby released by all UDI employees, SMP-NFWU, UDIPSU, MATUOD and APTWP-NH and their individual officers/employees/members *from any and all claim or case or cases arising from the payment of past service/separation/retirement benefits and any and all money claims, absorption/enlistment/employment and/or any and all claims and any all any and all cause/s of action, including those that may have been inadvertently omitted, but nonetheless incidental and/or directly or indirectly related to the matter of non-absorption/non-enlistment and/or payment of past service/separation/retirement/non-employment and/or payment of past service/separation/ retirement benefits and other cause or causes of action;*

x x x x x x"<sup>[8]</sup> (Italics Ours)

In fealty to the foregoing covenant, United paid petitioner and his other co-workers the amount agreed upon by the parties. Thereupon, petitioner executed a Release and *Quitclaim* and received the amount of P203,400.00.<sup>[9]</sup>

In February 2011, petitioner and 12 other co-workers<sup>[10]</sup> (petitioner, *et al.*) lodged an *Amended Complaint* against United, PPA, Manila North, Atty. Juan Sta. Ana, Atty. Eusebio Go, Bonifacio Doroy, Mike Bernardino and Dr. Michael Romero, for illegal dismissal, underpayment of salary, non-payment holiday pay, 13<sup>th</sup> month pay, separation pay, ECOLA, illegal deductions, moral and exemplary damages, attorney's fees, discrimination, absorption, months backwages, dislocation pay, and accrued CBA benefits. By the same token, Manuel Marquez initiated a separate complaint against the same parties with identical causes of action and reliefs. Thus, the cases were ordered consolidated.<sup>[11]</sup>

PPA and United separately filed their *Motion to Dismiss*<sup>[12]</sup> on the ground that the parties had settled their disputes pursuant to the *Compromise Agreement* with petitioners, *et al.* executing their individual *Release, Waiver and Quitclaim* and receiving their corresponding separation pay benefits.

Assaying the pleadings and documentary evidence adduced by the parties, the Labor Arbiter rendered a *Decision*<sup>[13]</sup> adjudging that there was no illegal dismissal and that the *Compromise Agreement* and individual *Release and Quitclaims* executed by the parties were valid and binding. Accordingly, the Labor Arbiter dismissed the *Consolidated Complaints*, thusly—

“WHEREFORE, in view of the foregoing, judgment is hereby rendered GRANTING the Motion to Dismiss filed by the herein respondents.

The instant complaint is hereby DISMISSED for lack of merit.

SO DECIDED.”<sup>[14]</sup>

Nonplussed, petitioner, *et al.* appealed to the NLRC. In the impugned *Decision*, the labor tribunal reverberated with approbation the validity of the *Compromise Agreement* and the *Release and Quitclaims*. Thence, the Labor Arbiter's judgment of dismissal was affirmed with modification in that the complaint against the PPA was dismissed for lack of jurisdiction. Upon the other hand, the complaint against United and Manila North was dismissed due to amicable settlement. The Labor Arbiter disposed in this wise:

“WHEREFORE, premises considered, the decision appealed from is AFFIRMED with **MODIFICATION** that the complaint against Philippine Port Authority is DISMISSED for lack of jurisdiction while the complaint complaint United United Dockhandlers, Inc. and Manila North Harbour Port, Inc., is likewise DISMISSED on the ground of amicable settlement.

SO ORDERED.”<sup>[15]</sup>

Petitioner, *et al.* moved for reconsideration but failed to attain favorable relief as the NLRC denied their plea in the repugned *Resolution*.<sup>[16]</sup>

Apparently, only petitioner comes to Us for relief through the instant *Petition*.

Failing to enumerate any specific grounds or assignment of errors, petitioner simply proffers the following: 1) that the PPA and United should pay his separation pay based on 12 hours computation; 2) that the PPA should pay the balance of his separation pay for the year 2001, ECOLA and other monetary benefits; and, (3) that the Manila North should absorb him as its employee.<sup>[17]</sup>

### ***The Petition is barren of merit.***

**First.** Records reflect that petitioner had already received his separation pay from United. In the *Release and Quitclaim* dated 8 December 2010, he acknowledged to have received the amount of P203,400.00 as full payment of all his monetary claims arising from his prior employment with United. The terms of the Waiver cannot be any clearer:

#### **"RELEASE AND QUITCLAIM**

For and and in consideration of the sum of TWO HUNDRED THREE THOUSAND FOUR HUNDRED & 00/100 (P203,400.00), the receipt of which is hereby acknowledged in full, I EDUARDO C. SEMANES former employee of United Dockhandlers, Inc. not enlisted nor paid by Manila