Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

ITALKARAT 18, INC.
Petitioner,

- *versus* -

JURALDINE N. GERASMIO,
Respondent.

G.R. No. 221411

Present:

PERLAS-BERNABE, *J.*,
Chairperson,
HERNANDO,
INTING,
DELOS SANTOS,* and
BALTAZAR-PADILLA,** *JJ.*

Promulgated:
28 SEP 2020

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DECISION

HERNANDO, *J.*:

This Petition for Review [on *Certiorari*],[1] filed under Rule 45 of the Rules of Court seeks to reverse and set aside the February 22, 2012 Decision[2] and September 30, 2015 Resolution[3] of the Court of Appeals (CA) in CA-G.R. SP No. 04910.

The facts of the case are as follows:

On January 13, 2009, respondent Juraldine N. Gerasmio (Juraldine) filed a complaint for illegal dismissal, reinstatement, backwages, separation pay, declaration of the quitclaim and release as null and void, 13th month pay,

* On official leave.
** On leave.
[1] *Rollo*, pp. 11-80.
[2] *Id.* at 125-137; penned by Associate Justice Gabriel T. Ingles and concurred in by Associate Justices Pampio A. Abarintos and Eduardo B. Peralta, Jr.
[3] CA *rollo*, pp. 573-574; penned by Associate Justice Gabriel T. Ingles and concurred in by Associate Justices Marilyn B. Lagura-Yap and Jhosep Y. Lopez.

litigation expenses, damages and attorney's fees, against petitioner Italkarat 18, Inc. (Company).[4]

Juraldine alleged that the Company hired him on June 1, 1990. In 1993, he was designated as the Maintenance Head and Tool and Die Maker until his dismissal on November 20, 2008 on the ground of serious business losses.[5] He claimed that during and prior to the last quarter of 2008, the Company had repeatedly informed its employees of its proposed retrenchment program because it was suffering from serious business losses.[6] In particular, Juraldine claimed that Noel San Pedro (San Pedro), the then Officer-In-Charge (OIC)/Manager of the Company, informed him sometime in November 2008 that the Company was planning to retrench a substantial number of workers in the Maintenance and Tool and Die Section; and that if he opts to retire early, he will be given a sum of ₱170,000.00.[7] San Pedro then allegedly cautioned Juraldine that if he will not accept the offer to retire early, the Company would eventually retrench or terminate him from his employment, in which case, he might not even receive anything.[8]

In light of the foregoing, Juraldine executed and signed a resignation letter and quitclaim on November 20, 2008.[9] He was then informed to return on November 25, 2008 to get his check worth ₱170,000.00.[10] However, to his dismay, Juraldine was later informed by San Pedro that he would be receiving only the amount of ₱26,901.34.[11] Thus, Juraldine, through his lawyer, sent a letter dated November 25, 2008, essentially demanding the amount of ₱170,000.00 he was allegedly promised earlier. Since the Company did not respond, Juraldine filed the instant complaint for illegal dismissal.[12]

On the other hand, the Company essentially alleged that Juraldine voluntarily resigned from his job, thus, his claims are baseless. The Company admitted that it hired Juraldine as maintenance personnel on December 1, 1989. It further alleged that during the last year of his employment, Juraldine took leaves of absence in order to process his papers for a possible seaman's job.[13]

Moreover, the Company stated that on October 20, 2008, Juraldine tendered his resignation and demanded from the Company the payment of his separation pay on account of his long years of service.[14] On November 6, 2008 and on November 20, 2008 respectively, he executed and signed a waiver and

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[4] *Rollo*, p. 126.
[5] CA *rollo*, p. 39.
[6] Id. at 40.
[7] Id.
[8] Id. at 41.
[9] Id.
[10] Id.
[11] Id. at 42.
[12] Id.
[13] Id.
[14] Id. at 43.

quitclaim which shows, inter alia, the computation of his receivables.[15] He then signed the voucher for this purpose and thereafter received the check issued to him representing his last pay.[16] Surprisingly, he send a demand letter, through his lawyer, on November 28, 2008, for the payment of ₱170,000.00 in addition to the amount already received by him. The Company refused to pay him the additional amount for lack of basis in law and in fact.[17]

Ruling of the Labor Arbiter:

On April 3, 2009, the Labor Arbiter (LA) rendered a Decision[18] declaring the complainant to have been unlawfully dismissed. The dispositive portion thereof reads as follows:

> WHEREFORE, foregoing considered, judgment is hereby rendered DECLARING the complainant to have been unlawfully dismissed from his job in violation of his right to mandatory statutory due process, coupled with bad faith and malice aforethought to humiliate his lowly status in the society. Thus, the respondents are hereby ordered jointly and severally to reinstate the complainant to his previous work or its equivalent immediately from notice hereof under Article 223 in [relation] to Article 279 of the Labor Code, and to pay him of his partial back wages from December 2008 to the present in the amount of PHP53,456.00 at PHP13,364.00 per month; moral damages in the amount of PHP100,000.00; and exemplary damages in the amount of PHP50,000.00 each plus ten percent (10%) attorney's fees. Further, the respondents are hereby ordered jointly and severally to deposit the said amounts to the Cashier of this Arbitration Branch within ten (10) days from receipt hereof.
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> SO ORDERED.[19]

The LA ruled that Juraldine was only forced to resign because of San Pedro's misrepresentation that he would be paid ₱170,000.00 as separation pay. The LA likewise noted that in his quitclaim, Juraldine still asserted his entitlement to the payment of whatever benefits that may be due him. In fine, the LA ruled that Juraldine was illegally dismissed.

Ruling of the National Labor Relations Commission (NLRC):

The Company appealed the Decision to the NLRC. Juraldine also interposed a partial appeal to the NLRC, questioning the non-inclusion of his separation pay in the LA Decision. On August 28, 2009, the NLRC granted the appeal of the Company, set aside and effectively reversed the LA's Decision

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[15] Id. at 91.
[16] Id.
[17] Id. at 44.
[18] Id. at 38-50.
[19] Id. at 49-50.

dated April 3, 2009. Juraldine filed a motion for reconsideration but the same was denied by the NLRC in a Resolution dated October 30, 2009.[20]

The NLRC found that Juraldine voluntarily resigned from his job. It also noted that San Pedro could not have persuaded Juraldine to resign since the resignation happened on October 20, 2008 while the alleged promise of San Pedro was made on November 20, 2008, or one month after. Also, the NLRC found that Juraldine's quitclaim was valid and executed for a reasonable consideration.

The dispositive portion of the NLRC Decision reads as follows:

> WHEREFORE, the challenged decision is SET ASIDE and a new one entered DISMISSING the complaint for lack of merit.
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> SO ORDERED.[21]

Ruling of the Court of Appeals:

Aggrieved, Juraldine filed a Petition for *Certiorari* with the CA. In a Decision[22] dated February 22, 2012, the CA granted the Petition for *Certiorari* and found that the NLRC committed grave abuse of discretion. Thus, the CA reversed the NLRC Decision and reinstated the LA's Decision dated April 3, 2009.[23] The Company filed a motion for reconsideration but it was denied by the appellate court in a Resolution dated September 30, 2015.[24]

The CA found that Juraldine's resignation was not unconditional since he was demanding payment for his separation pay in accordance with the alleged company practice. The CA opined that Juraldine latched on San Pedro's promise that he would be paid ₱170,000.00 if he would resign. The appellate court further held that the quitclaim will not serve as a bar for Juraldine to demand the amount of ₱170,000.00 since he clearly stated therein that he is only executing the quitclaim because he was in need of money.

The dispositive portion of the CA Decision reads:

> WHEREFORE, the petition is GRANTED. The assailed Decision and Resolution of the NLRC, are hereby REVERSED and SET ASIDE, and a new judgement is hereby rendered entitling petitioner to:
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> (1) [P]ayment of separation pay computed from December 1, 1989, petitioner's first day of employment up to November 20, 2008, at the rate of one month pay per year of service inclusive of allowances and other benefits and emoluments less the amount he already received;

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[20] Id. at 36-37.
[21] Id. at 35.
[22] Id. at 31-35.
[23] Id. at 573-574.
[24] Id. at 194-195.

(2) [A]s ordered by the Labor Arbiter, to pay petitioner moral damages in the amount of ₱100,000.00 and exemplary damages in the amount of ₱50,000.00;

(3) [T]en percent (10%) attorney's fees based on the total amount of the awards under (2) and (3) above.

SO ORDERED.[25]

Hence, the Company filed the instant Petition for Review on *Certiorari* with this Court, raising the following issues:

1. WHETHER OR NOT THE [CA] COMMITTED ERROR WHEN IT DID NOT DISMISS THE PETITION FOR HAVING BEEN FILED AFTER THE NLRC DECISION HAD BECOME FINAL AND EXECUTORY.

2. WHETHER OR NOT THE [CA] COMMITTED ERROR WHEN IT RULED THAT THE RESIGNATION LETTER IS NOT UNCONDITIONAL AND THAT IT WAS CONDITIONED ON THE PAYMENT OF SEPARATION PAY IN ACCORDANCE WITH THE COMPANY POLICY AND THIS IS NOT SUPPORTED BY EVIDENCE.

3. WHETHER OR NOT THE [CA] COMMITTED ERROR WHEN IT RULED THAT SAN PEDRO PROMISED THAT GERASMIO X X X WOULD BE GIVEN A SEPARATION PAY IN THE AMOUNT EQUIVALENT TO FIFTEEN (15) DAYS SALARY FOR EVERY YEAR OF SERVICE, THE REASON WHY HE ACCEPTED [THE COMPANY'S] OFFER OF RESIGNATION AND EXECUTED AND SIGNED HIS RESIGNATION LETTER AND QUITCLAIM DESPITE NOT BEING SUPPORTED BY ANY EVIDENCE.

4. WHETHER OR NOT THE APPELLATE COURT COMMITTED ERROR WHEN IT RULED THAT GERASMIO IS ENTITLED TO SEPARATION PAY DESPITE THE FACT THAT THE CLAIM IS NOT SUPPORTED BY EVIDENCE AND THE RULING IS CONTRARY TO LAW.[26]

Our Ruling

The fact that a decision of the NLRC is final and executory does not mean that a special civil action for *certiorari* may not be filed with the CA.

The Company insists that the CA should have dismissed Juraldine's Petition for *Certiorari* because the NLRC Decision had already become final

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[25] *Rollo*, pp. 136-137.
[26] Id. at 43.

and executory.[27] In fact, according to the Company, an Entry of Judgment was already issued by the NLRC.[28]

Notwithstanding this, jurisprudence is replete with rulings that final and executory NLRC decisions may be subject of a petition for *certiorari*.[29] It is precisely this final and executory nature of NLRC decisions that makes a special civil action of *certiorari* applicable to such decisions, considering that appeals from the NLRC to this Court were eliminated.[30]

In *St. Martin Funeral Home v. National Labor Relations Commission*,[31] we have explained that:

> The Court is, therefore, of the considered opinion that ever since appeals from the NLRC to the Supreme Court were eliminated, the legislative intendment was that the special civil action of *certiorari* was and still is the proper vehicle for judicial review of decisions of the NLRC. The use of the word "appeal" in relation thereto and in the instances we have noted could have been a *lapsus plumae* because appeals by *certiorari* and the original action for *certiorari* are both modes of judicial review addressed to the appellate courts. The important distinction between them, however, and with which the Court is particularly concerned here is that the special civil action of *certiorari* is within the concurrent original jurisdiction of this Court and the Court of Appeals; whereas to indulge in the assumption that appeals by *certiorari* to the Supreme Court are allowed would not subserve, but would subvert, the intention of Congress as expressed in the sponsorship speech on Senate Bill No. 1495.[32]

Consequently, we ruled in *Panuncillo v. CAP Philippines, Inc.*[33] that even if the NLRC decision has become final and executory, the adverse party is not precluded from availing of the remedy of *certiorari* under Rule 65 of the Rules of Court, to wit:

> In sum, while under the sixth paragraph of Article 223 of the Labor Code, the decision of the NLRC becomes final and executory after the lapse of ten calendar days from receipt thereof by the parties, the adverse party is not precluded from assailing it *via* Petition for *Certiorari* under Rule 65 before the Court of Appeals and then to this Court via a Petition for Review under Rule 45. x x x. [34]

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[27] Id. at 44.
[28] Id.
[29] *Panuncillo v. CAP Philippines, Inc.*, 544 Phil. 256, 278 (2007).
[30] *St. Martin Funeral Home v. National Labor Relations Commission and Bienvenido Aricayos*, 356 Phil. 811, 816 & 823 (1998).
[31] Id.
[32] Id. at 823.
[33] *Supra.*
[34] Id. at 278.

Indeed, the doctrine of immutability of judgment is not violated when a party elevates a matter to the CA which the latter decided in favor of said party.[35]

Parenthetically, petitions for *certiorari* to the CA are more often than not filed after the assailed NLRC decisions have already become final and executory. It must be noted that under Article 229 [223] of the Labor Code, as amended, a decision of the NLRC already becomes final after ten (10) calendar days from receipt thereof by the parties; on the other hand, the reglementary period with respect to a petition for *certiorari* under Rule 65 of the Rules of Court is sixty (60) days.

Certainly, given that the special civil action for *certiorari* was filed within the reglementary period, the CA committed no error and was acting in accordance with the law when it took cognizance of Juraldine's petition.

Absent any evidence that Juraldine was dismissed, the complaint for illegal dismissal should not have prospered.

The circumstances of this case necessitate a re-examination of the facts relating to Juraldine's alleged dismissal.

Juraldine argues that the Company's present petition should be dismissed for raising questions of fact and not law.[36]

While it is true that this Court is not a trier of facts but a trier of laws, there exist exceptions to such axiom. Particularly in labor cases where, as mentioned earlier, there exists no appeal from the NLRC.

In *Laya, Jr. v. Philippine Veterans Bank*[37] we reiterated that the CA, in the exercise of its *certiorari* jurisdiction, can review the factual findings or even the legal conclusions of the NLRC, to wit:

> Conformably with such observation made in *St. Martin Funeral Homes*, we have then later on clarified that the CA, in its exercise of its *certiorari* jurisdiction, can review the factual findings or even the legal conclusions of the NLRC, *viz.*:
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> > In *St. Martin Funeral Home[s] v. NLRC*, it was held that the special civil action of *certiorari* is the mode of judicial review of the decisions of the NLRC either by this Court and the Court of Appeals, although the latter court is the appropriate forum for seeking the relief desired "in strict observance of the doctrine on the hierarchy of courts" and

[35] *Univac Development, Inc. v. Soriano*, 711 Phil. 516, 524 (2013).
[36] *Rollo*, pp. 208-258.
[37] G.R. No. 205813, January 10, 2018.

> that, in the exercise of its power, the Court of Appeals can review the factual findings or the legal conclusions of the NLRC. The contrary rule in *Jamer* was thus overruled.
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> There is now no dispute that the CA can make a determination whether the factual findings by the NLRC or the Labor Arbiter were based on the evidence and in accord with pertinent laws and jurisprudence.
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> The significance of this clarification is that whenever the decision of the CA in a labor case is appealed by petition for review on *certiorari*, the Court can competently delve into the propriety of the factual review not only by the CA but also by the NLRC. Such ability is still in pursuance to the exercise of our review jurisdiction over administrative findings of fact that we have discoursed on in several rulings, including *Aklan Electric Coooperative, Inc. v. National Labor Relations Commission*, where we have pointed out:
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> > While administrative findings of fact are accorded great respect, and even finality when supported by substantial evidence, nevertheless, when it can be shown that administrative bodies grossly misappreciated evidence of such nature as to compel a contrary conclusion, this Court had not hesitated to reverse their factual findings. Factual findings of administrative agencies are not infallible and will be set aside when they fail the test of arbitrariness.

The fact of dismissal must first be proven by Juraldine, especially considering the existence of a resignation letter signed by him.

Indeed, in illegal dismissal cases, the burden of proof is on the employer in proving the validity of dismissal. However, the fact of dismissal, if disputed, must be duly proven by the complainant.

We have held in *Machica v. Roosevelt Services Center, Inc.*:[38]

> The rule is that one who alleges a fact has the burden of proving it; thus, petitioners were burdened to prove their allegation that respondents dismissed them from their employment. It must be stressed that the evidence to prove this fact must be clear, positive and convincing. **The rule that the employer bears the burden of proof in illegal dismissal cases finds no application here because the respondents deny having dismissed the petitioners**.[39] (Emphasis and underscoring supplied)

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[38] 523 Phil. 199 (2006).
[39] Id. at 209-210.

We have also clarified that there can be no question as to the legality or illegality of a dismissal if the employee has not discharged his burden to prove the fact of dismissal by substantial evidence, to wit:

> It is true that in constructive dismissal cases, the employer is charged with the burden of proving that its conduct and action or the transfer of an employee are for valid and legitimate grounds such as genuine business necessity. However, it is likewise true that in constructive dismissal cases, **the employee has the burden to prove first the fact of dismissal by substantial evidence**. Only then when the dismissal is established that the burden shifts to the employer to prove that the dismissal was for just and/or authorized cause. The logic is simple — if there is no dismissal, there can be no question as to its legality or illegality.[40] (Emphasis and underscoring supplied)

Applying the abovementioned principles in the present case, Juraldine clearly has the burden of proving that he was dismissed by the Company, in light of the Company's allegation that he resigned voluntarily and was not dismissed. Hence, Juraldine must first prove that he was actually dismissed by the Company before the legality of such dismissal can even be raised as an issue.

However, even a cursory perusal of the evidence on record would show that Juraldine failed to prove the fact of dismissal. He relied primarily on his allegations that he was misled by the Company into resigning and that he was actually retrenched. These uncorroborated and self-serving allegations, especially considering the existence of a resignation letter and a quitclaim (both bearing Juraldine's signature), fall short of the evidence required under the law to discharge Juraldine's burden to prove that he was dismissed by the Company.

To illustrate the aforementioned point, in *Gemina, Jr. v. Bankwise, Inc.*,[41] we ruled that the employee had indeed failed to state circumstances substantiating his claim of constructive dismissal as the employee therein had not claimed to have suffered a demotion in rank or diminution in pay or other benefits. Instead, the said employee only claimed to have been subjected to several acts of harassment by several officers of the employer-company, including being asked to take a forced leave of absence, demanding back the employee's service vehicle, and delaying the release of employee's salaries and allowances in order to compel him to quit employment. Citing *Philippine Rural Reconstruction Movement (PRRM) v. Pulgar*,[42] we held:

> It is a well-settled rule, however, that **before the employer must bear the burden of proving that the dismissal was legal, the employee must first establish by substantial evidence the fact of his dismissal from service. Bare allegations of constructive dismissal,**

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[40] *Galang v. Boie Takeda Chemicals Inc.*, 790 Phil. 582, 599 (2016).
[41] 720 Phil. 358 (2013).
[42] 637 Phil. 244 (2010).

when uncorroborated by the evidence on record, cannot be given credence.

In the instant case, the records are bereft of substantial evidence that will unmistakably establish a case of constructive dismissal. **An act, to be considered as amounting to constructive dismissal, must be a display of utter discrimination or insensibility on the part of the employer so intense that it becomes unbearable for the employee to continue with his employment.** Here, the circumstances relayed by Gemina were not clear-cut indications of bad faith or some malicious design on the part of Bankwise to make his working environment insufferable.

Moreover, Bankwise was able to address the allegation of harassment hurled against its officers and offered a plausible justification for its actions. x x x.

Finally, as regards Gemina's allegation that he was verbally being compelled to go on leave, enough it is to say that there was no evidence presented to prove the same. There was not a single letter or document that would corroborate his claim that he was being forced to quit employment. He even went on leave in January 2003 and never claimed that it was prompted by the management's prodding but did so out of his own volition.

Without substantial evidence to support his claim, Gemina's claim of constructive dismissal must fail. It is an inflexible rule that a party alleging a critical fact must support his allegation with substantial evidence, for any decision based on unsubstantiated allegation cannot stand without offending due process."[43] (Emphasis and underscoring supplied)

Juraldine failed to prove that his resignation was involuntary and that he was constructively dismissed.

In *Gan v. Galderma Philippines, Inc.*,[44] we held that where the employee alleges that he involuntarily resigned due to circumstances in his employment that are tantamount to constructive dismissal, the employee must prove his allegations with particularity, to wit:

Since Gan submitted a resignation letter, **it is incumbent upon him to prove with clear, positive, and convincing evidence that his resignation was not voluntary but was actually a case of constructive dismissal; that it is a product of coercion or intimidation. He has to prove his allegations with particularity.**

Gan could not have been coerced. Coercion exists when there is a reasonable or well-grounded fear of an imminent evil upon a person or

[43] Id. at 370-372.
[44] 701 Phil. 612 (2013).

> his property or upon the person or property of his spouse, descendants or ascendants. Neither do the facts of this case disclose that Gan was intimidated. x x x
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> x x x x
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> The instances of 'harassment' alleged by Gan are more apparent than real. Aside from the need to treat his accusations with caution for being self-serving due to lack of substantial documentary or testimonial evidence to corroborate the same, the acts of 'harassment,' if true, do not suffice to be considered as 'peculiar circumstances' material to the execution of the subject resignation letter.[45] (Emphasis and underscoring supplied)

Based on the foregoing discussion, it is therefore not enough for Juraldine to allege that he was threatened and thereafter misled to resign in order for the tribunals and courts to rule that he was constructively dismissed. Juraldine must prove with particularity the alleged acts of coercion and intimidation which led him to resign. This, Juraldine failed to do.

Furthermore, we observe that the evidence on record show that Juraldine had already intended to resign in 2008, even earlier than October. The evidence presented by the Company would show that Juraldine in fact requested for multiple leaves on various occassions, usually for processing of his papers for work abroad. Juraldine's allegation that the Company was already considering retrenching its employees during the last quarter of 2008 or earlier, which Juraldine would want to impress upon this Court to be the catalyst that prompted San Pedro to make the alleged offer of resignation to Juraldine, would not have made any difference in view of the fact that Juraldine was already in the process of applying for a job overseas or at the very least, intending to go abroad.

To summarize, if the fact of dismissal is disputed, it is the complainant who should substantiate his claim for dismissal and the one burdened with the responsibility of proving that he was dismissed from employment, whether actually or constructively. Unless the fact of dismissal is proven, the validity or legality thereof cannot even be an issue. In the present case, the fact of the matter is that it was Juraldine himself who resigned from his work, as shown by the resignation letter he submitted and the quitclaim that he acknowledged, and thus, he was never dismissed by the Company.

Juraldine is not entitled to separation pay.

As a general rule, the law does not require employers to pay employees that have resigned any separation pay, unless there is a contract that provides otherwise or there exists a company practice of giving separation pay to resignees.

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[45] Id. at 640.

Juraldine failed to prove that a contract exists between him and the Company.

In our jurisdiction, a contract is defined in Article 1305 of the Civil Code as a meeting of the minds.[46] This means that a contract may exist in any mode, whether written or not. In this case, however, Juraldine utterly failed to show that he has a perfected contract with the Company regarding his separation pay.

To prove that the Company owed him separation pay, Juraldine primarily relied on his resignation letter and the subsequent demand letter written by his lawyer. The CA incorrectly appreciated the resignation letter as one demanding for separation pay. The contents of the said resignation letter would reveal that Juraldine merely believed that he was entitled to separation pay and was not even demanding for a certain amount. In short, his resignation was irrevocable and is patently unconditional.

Juraldine, while he believed to be entitled to separation pay, never intended to revoke his resignation. In fact, as already mentioned, the supposed separation pay does not appear to be the primary reason why Juraldine tendered his resignation as the totality of circumstances would show that he was already intending to resign and work abroad even before San Pedro allegedly talked with him and even before the Company's supposed announcement made sometime in the last quarter of the year 2008 to retrench some workers.

Likewise, the subsequent demand letter appears to be the result of Juraldine's disappointment when the amount reflected in the check he received did not match his expectations, which were purely based on his own belief to what he was entitled to, and is a mere afterthought. It must be reiterated that he who asserts a fact must prove such fact through evidence. In this case, Juraldine merely presented his bare and self-serving allegations, which were actually belied by the totality of evidence on record. He did not even present anything that would evince that there was a contract between him and the Company regarding his separation pay.

Juraldine did not prove that there exists a Company practice wherein resignees were given separation pay.

Aside from contract, Juraldine alternatively argued that it was a company practice to give resignees separation pay. To prove his allegations, Juraldine relied on affidavits of two former employees of the Company. The Company,

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[46] Art. 1305. A contract is a meeting of minds between two persons whereby one binds himself, with respect to the other, to give something or to render some service.

on the other hand, also presented affidavits of its own, accompanied with the final payslips of former employees who have resigned.

We have ruled that a company's practice of paying separation pay to resignees must be proven to exist as this is an exception to the general rule that employees who voluntarily resign are not entitled to separation pay.[47]

In this case, we agree with the NLRC's findings that there was no company practice. The evidence would show that the affidavits presented by Juraldine were made by former employees who were not in the same department or job position as him. While we cannot hastily conclude that the affiants are perjuring themselves (it may be possible that they were indeed given separation pay), these affidavits are not sufficient in proving that the Company gives separation pay as a matter of practice especially given the evidence presented by the Company, which paints a different picture.

We are inclined to give more weight to the Company's affidavits as these were accompanied by the final payslips of former employees who have resigned, especially considering that at the time of resignation of one of these former employees, Gaylord Nebril, occupied the same job position as Juraldine when the latter resigned, which is maintenance director. This is compared to the job positions of Accountant and worker at the Lacquering and Wax Department held by Ms. Clarita A. Pangandayon and Ms. Evelyn A. Abella, respectively.[48]

In conclusion, considering that there was no dismissal involved in this case as Juraldine voluntarily resigned from work, his claims arising from his complaint for illegal dismissal must be denied. This includes his claim for separation pay as he failed to prove his entitlement thereto, either via contract or company practice.

WHEREFORE, the Petition for Review on *Certiorari* is hereby **GRANTED**. The February 22, 2012 Decision and September 30, 2015 Resolution of the Court of Appeals in CA-G.R. SP No. 04910, are **REVERSED** and **SET ASIDE.** The August 28, 2009 Decision of the National Labor Relations Commission is hereby **REINSTATED** and **AFFIRMED**.

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[47] *Travelaire Tours Corporation v. National Labor Relations Commission*, 355 Phil. 932, 935 (1998).
[48] CA *rollo*, pp. 104-105.

SO ORDERED.

RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson

HENRI JEAN PAUL B. INTING
Associate Justice

On official leave
EDGARDO L. DELOS SANTOS
Associate Justice

On leave.
PRISCILLA J. BALTAZAR-PADILLA
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ESTELA M. PERLAS-BERNABE
Senior Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

DIOSDADO M. PERALTA
Chief Justice