

TWELFTH DIVISION

[CA-G.R. SP. No. 100503, March 12, 2014]

**DANILO M. BULAN AND ALEX D. ARIOLA, PETITIONERS, V.
NATIONAL LABOR RELATIONS COMMISSION AND JIMENEZ
PROTECTIVE AND SECURITY AGENCY, RESPONDENTS.**

D E C I S I O N

ELBINIAS, J.:

For disposition is a Petition for Certiorari^[1] filed under Rule 65 of the Rules of Court. The Petition assails the Resolution^[2] dated March 28, 2007 of the National Labor Relations Commission ("public respondent NLRC" or "NLRC" for brevity), which affirmed the Decision^[3] dated February 23, 2006 of the Labor Arbiter in the consolidated cases docketed as NLRC-NCR-00-07-06566-05, NLRC-NCR-00-09-07715-05, NLRC-NCR-00-08-07363-05. The Petition also questions public respondent NLRC's other Resolution^[4] dated June 29, 2007, which denied petitioners' eventual Motion for Reconsideration^[5].

The antecedent facts are as follows:

Petitioners Danilo M. Bulan, and Alex D. Ariola ("petitioners for brevity) were hired as security guards of private respondent Jimenez Protective and Security Agency ("private respondent" for brevity).^[6]

The rest of the facts are those as stated in the Labor Arbiter's Decision^[7] dated February 23, 2006, which are as follows:

"xxx complainants alleged [that]:

'Complainants' (*petitioners*) salaries were below the minimum wage prescribed by law. They worked seven (7) days a week, but no premium for rest day was given to them. JPSA refused to compensate them on the work that they performed every thirty first (31st) day of every month. They worked during legal holidays but JPSA did not give them any holiday pay. They worked twelve (12) hours a day and they were underpaid of their overtime pay, JPSA did not give them overtime pay. Furthermore, when they worked during nighttime, the night shift differential pay that was given to them was not sufficient. No service incentive leave pay as well as ECOLA was given to them by JPSA. Worst, no pay slip was given to them as their salaries were directly paid through Automated Teller Machine (ATM). xxx

xxx The truth is, the pay slips attached in the respondents' (*private respondent*) position paper was fabricated and that the complainants (*petitioners*) were never given any of them. **The pay slips given to and signed by the complainants (*petitioners*) are those blank pay slips that are attached in their position paper.**

xxx

3. The complainants (*petitioners*) also claims that **their salary were being deducted the amount of P180.00 pesos every pay day which will form part as their so called cash bond.** Every time an employee makes a loan, it will be coming from their cash bond subject to an interest of ten (10 %) every five (5) months. xxx

Respondents (*private respondent*) in their Reply alleged as follows:

'1. Respondents (*private respondent*) already attached payrolls numbering fifty-one sheets which showed that the complainants (*petitioners*) were fully paid of their monetary benefits (wage differentials, holiday pay, overtime pay, service incentive leave pay, cash bond, night differential pay and others) xxx Complainants (*petitioners*) xxx Alex Ariola xxx and Danilo Bulan were fully paid of their mandated benefits.

2. xxx The numerous signatures of the security guards including the herein complainants (*petitioners*) would prove the truth on the payments of benefits. xxx

xxx

3. Respondents (*private respondent*) are vehemently denying that there was an agreement on the payment of interest in the cash bond of the complainants (*petitioners*). The payrolls themselves showed no interest on the cash bond, thus debunking the claim of the complainants thereto. If the agreement is to give interest on the cash bond, then the payrolls would certainly provide a space or column thereto but non so there is no truth to the said claim. xxx"^[8] (*Emphasis supplied*)

Petitioners filed their respective Complaints for underpayment and non-payment of salaries, overtime pay, holiday pay/premium pay for holiday and rest day, service incentive leave pay, night shift differential pay,^[9] and refund of cash bond and trust fund^[10] against private respondent.

On February 23, 2006, the Labor Arbiter rendered a Decision^[11] which dismissed petitioners' Complaints for lack of merit^[12].

Petitioners then filed an appeal^[13] with public respondent NLRC. On March 28, 2007, public respondent NLRC issued its first assailed Resolution^[14], which dismissed the appeal and affirmed the Labor Arbiter's Decision^[15] of February 23, 2006.

After petitioners' Motion for Reconsideration^[16] was denied by public respondent NLRC in its other assailed Resolution^[17] dated June 29, 2007, petitioners filed the

Petition at bench, praying as follows:

"**WHEREFORE**, premises considered, it is most respectfully prayed of this Honorable Court that the petition be given due course and after due consideration, that the Resolution dated 28 March 2007 and the Resolution dated 23 April 2007 of the public respondent National Labor Relations Commission be REVERSED and SET ASIDE and a new one be rendered GRANTING the money claims of petitioners.

Other reliefs as may be deemed just and equitable under the premises are likewise prayed for."^[18] (*Emphasis was made in the original*)

Petitioners raised this sole ground:

"WHETHER THE PUBLIC RESPONDENT NATIONAL LABOR RELATIONS COMMISSION (SECOND DIVISION) COMMITTED GRAVE ABUSE OF DISCRETION IN FINDING THAT PETITIONERS ARE NOT ENTITLED TO THEIR SALARY DIFFERENTIALS, UNPAID SALARY, OVERTIME PAY, PREMIUM PAY FOR HOLIDAY AND REST DAY, SERVICE INCENTIVE LEAVE PAY, REFUND OF CASH BOND AND INTEREST OF TRUST FUND."^[19] (*Emphasis was made in the original*)

Contrary to petitioners' arguments in their *sole assigned ground*, petitioners had been duly paid their salaries and benefits by private respondents.

Petitioners had argued as follows:

"While it is true that the best evidence to show that the employer has followed labor standards and paid the mandatory monetary benefits to the employee are payrolls and other such documents, it is nonetheless a well-settled doctrine that 'should doubts exist between the evidence presented by the employer (as represented by the local employment agency in this case) and the employee, the doubts must be resolved in favor of the employee.' xxx

xxx

It should be noted that payrolls and the like are documents which are kept and managed by the employer, not the employee. The only source from which an employee can get such documents is from the employer.

In this case, the blank payrolls presented by petitioners to prove their case came only from one source: the private respondent agency, their employer. Absent any proof that such payrolls were completely fabricated, it cannot be said then that petitioners had presented fraudulent payrolls to bolster their case.

The only explanation is that petitioners were able to get a copy of the payrolls that the private respondent made them sign. It was only when the private respondent was confronted with a complaint lodged against them by the petitioners that they filled up the blanks to ostensibly prove supposed proper payment to petitioners. This explanation gains ground considering that the private respondent did not submit the complete set