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Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

RUBEN C. JORDAN,
Petitioner,

- versus -

GRANDEUR SECURITY & SERVICES, INC.,
Respondent.

G.R. No. 206716

Present:

BRION, *J.*,* *Acting Chairperson,*
DEL CASTILLO,
PEREZ,
MENDOZA,** and
PERLAS-BERNABE, *JJ.*

Promulgated:

JUN 18 2014

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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.

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* Designated as Acting Chairperson, per Special Order No. 1699 dated June 13, 2014.

** Designated as Additional Member vice Associate Justice Antonio T. Carpio, per Special Order No. 1696 dated June 13, 2014.

1 Dated May 3, 2013 and filed under Rule 45 of the Rules of Court; *rollo,* pp. 3-13.

2 Id. at 15-26; penned by Associate Justice Manuel M. Barrios, and concurred in by Associate Justices Remedios A. Salazar-Fernando and Normandie B. Pizarro.

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 (₱500.00) 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**

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3 Id. at 71, 133.
4 Id. at 35.
5 Id. at 133.
6 Dated May 23, 2007; id. at 18.
7 Id. at 30.
8 *Supra* note 6.
9 Id. at 29-31.
10 Id. at 28-36.

> **Services through respondent Nicolas T. Pablo is hereby ordered <u>to reinstate complainant Ruben C. Jordan to his former position without any backwages</u>** 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 ₱500.00 per year for three (3) years in the total aggregate sum of:
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> 1. Ruben C. Jordan – ₱88,883.23
> 2. Valentino Galache – ₱172,800.27
> 3. Irineo Esguerra – ₱75,544.50
>
> 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.
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> **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 <u>reinstatement of Ruben C. Jordan undertaken was physical or merely in their payroll</u> likewise within ten (10) days from receipt hereof.**
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> SO ORDERED."[11]

<u>Proceedings after the May 27, 2008 Decision</u>

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

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11 Id. at 36.
12 Id. at 18.
13 Dated July 11, 2008; id. at 17.
14 Petitioner Ruben Jordan's residence address was 363 Maligaya Village, Pajo, Meycauayan, Bulacan. Id. at 53.
15 Id. at 23.
16 Id. at 18.

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 ₱80,000.00 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 <u>from June 2008 until full payment is made;</u>**
>
> **2. Separation pay, in lieu of reinstatement.**
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> In Velasco v. NLRC reiterated in Panfilo Macadero vs. Southern Industrial Gases Philippines, the Supreme Court:
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> > 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. **<u>Separation pay in lieu of reinstatement may likewise be awarded if the employee decides not to be reinstated.</u>**

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17 Id. at 71.
18 Id. at 37.
19 Id. at 48.
20 Id. at 50.
21 Id. at 52-60.
22 Id. at 57.
23 Id. at 61-62.
24 Id. at 63.

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.
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> **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.

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25 Id. at 58.
26 Id. at 70-74.
27 Id. at 73-74.
28 Id. at 107-109.
29 Id. at 77-97.
30 Id. at 110-131.

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

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31 *Supra* note 2.

32 Id. at 190-212.

(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**

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[33] *Reyes v. RP Guardians Security Agency, Inc.,* G.R. No. 193756, April 10, 2013, 695 SCRA 620-621, 625-627.

[34] *De Guzman v. NLRC,* 371 Phil. 193, 201 (1999).

[35] *Suntay v. Suntay,* 360 Phil. 933-934, 944-945 (1998).

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 fair and reasonable interpretation. "Doubtful or ambiguous judgments are to have a reasonable intendment to do justice and avoid wrong. When a judgment is susceptible of two interpretations, that will be adopted which renders it the more reasonable, effective, and conclusive, and which makes the judgment harmonize with the facts and law of the case and be such as sought to have been rendered."[37]

To shed light on the May 27, 2008 decision, we re-examined the body of the decision whose relevant part states:

> "For our resolution are the following issues, to wit:
>
> 1. Whether or not complainant Ruben C. Jordan has been illegally dismissed from service;
>
> 2. Whether or not complainants are entitled to their monetary claims.
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> On the first issue, We find for respondents. Indeed, **the records clearly show that respondent <u>never dismissed</u> complainant Jordan from the service** neither did they intend to do so in the first place for in spite of the serious offenses said complainant had committed in the early years of his employment with respondent such as sleeping while on duty**, said respondents <u>never attempted to rid themselves of said complainant's services</u>.** It appears on record that complainant Jordan was merely relieved of his duty and was **being transferred on 24 May 2007, to another client of respondents, the Cacho Construction located at Taguig City for guarding duties. Nothing on the memorandum sent him on 23 May 2007 indicated his termination of employment. Instead of reporting to respondent's office to effect his transfer of assignment he filed the instant complaint.** Thus, respondent's intimation that complainant had abandoned his job has been rendered untenable under this circumstance, "a charge of abandonment is totally inconsistent with the immediate filing for illegal dismissal: (Icawat vs. NLRC, 334 SCRA 75, June 20, 2000). The records thus lead us to the conclusion that complainant Jordan resented his relief and subsequent re-assignment to another post for guarding duty.

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36 *Republic v. de los Angeles*, 148-B Phil. 902, 903, 922-923 (1971).

37 Id. at 924-925, citing 49 C.J.S., pp. 865-866.

> **This being the case, We find no illegal dismissal extant in this case nor abandonment of job to speak of. We likewise find no justification whatsoever for complainant Jordan's allegation of strained relations between him and respondents to warrant the grant of separation pay as prayed for by him. Hence, pursuant to law and jurisprudence and under the aforedescribed circumstances obtaining in his case, complainant Ruben C. Jordan should be as he is hereby ordered to return to his position as security guard with respondents and the latter in like manner, hereby ordered to accept him back without any backwages.**" (emphasis and underlining ours)

For easy reference, we juxtapose the above-quoted body of the May 27, 2008 decision with the dispositive part which provides:

> "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." (emphasis and underlining ours)

It clearly appears from the entirety of the May 27, 2008 decision that Grandeur Security did not dismiss Jordan from employment. The LA in fact stated that Grandeur Security "never attempted" to terminate his services. Rather, Grandeur Security merely transferred him to another

workplace, a valid exercise of management prerogative. That Jordan remained in Grandeur Security's employ is further supported by the LA's finding that Jordan did not abandon his work. Too, the dispositive part of the May 27, 2008 decision contains a categorical dismissal of the illegal dismissal case for lack of merit.

This interpretation, however, leaves us with the question of the import of the words "reinstate" and "reinstatement" in the dispositive part of the May 27, 2008 decision. A close reading of the entire decision shows that the LA meant "physically return to work" – a grossly erroneous yet literal concept of reinstatement in the context of this case. This is so because the body of the decision states, "**Ruben C. Jordan xxx is *hereby ordered to return to his position as security guard* with respondents and the latter in like manner, [is] hereby ordered to accept him back without any backwages.**" We also discern the correctness of this interpretation in light of the LA's two crucial factual findings: *first,* Jordan remained in Grandeur Security's employ; and *second,* Jordan did not abandon his work despite his **continuous absence from work**. This is the only plausible interpretation of the words "reinstate" and "reinstatement" if we are to harmonize them with the LA's finding of non-termination.

B. The Court may correct clerical errors in a final and executory judgment

It seems to us that the word "payroll" in the dispositive part of the May 27, 2008 decision is a mere surplusage — a **clerical error** that was beyond the LA's contemplation in rendering that decision. The reason is simple: the payroll reinstatement order manifestly and patently contradicts the LA's unequivocal statement in the body of the decision that there were **no strained relations between Grandeur Security and Jordan.** In fact, the LA categorically declared that there was "**no justification whatsoever for complainant Jordan's allegation of strained relations."** The rationales for payroll reinstatement under Article 223 of the Labor Code are to avoid the intolerable presence of the unwanted employee as when there exist **strained relations** between labor and management or due to the non-availability of positions.[38] Since these circumstances are remarkably absent in the present case, coupled with the fact that Jordan was never separated from employment, we delete the word "payroll" in the dispositive part of the May 27, 2008 decision.

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[38] *Radio Philippines Network, Inc. v. Yap*, G.R. No. 187713, August 1, 2012, 678 SCRA 150, 165-166.

In *Potenciano v. Court of Appeals*,[39] we held that courts may correct **clerical** errors, mistakes or omissions in the dispositive part of a final and executory decision due to the inadvertence or negligence by the lower court or tribunal as an exception to the principle of immutability of judgments. Pursuant to this jurisprudential exception, we hold that the word "payroll" is a mere mistake that should have been and should be disregarded by the concerned parties in the May 27, 2008 decision.

In sum, the LA rendered the following dispositions in the May 27, 2008 decision with respect to Jordan:

(1) Jordan's complaint for illegal dismissal against Grandeur Security and Pablo is dismissed because Grandeur Security did not terminate Jordan from employment;

(2) Jordan is ordered to physically return to work in Grandeur Security; Grandeur Security and Pablo are directed to submit Compliance Report on the return to work order within ten (10) days from the receipt of the May 27, 2008 decision; and

(3) Grandeur Security and Pablo are ordered to pay Jordan the total amount of ₱88,883.23, representing his salary differential, cost of living allowance, thirteenth month, service incentive, and holiday pays as well the return of the paid insurance premiums in the amount of ₱1,500.00.

II. The CA correctly ruled that the NLRC rulings dated February 21 and March 28, 2011 are null and void

A. The NLRC has no original jurisdiction over termination disputes

We should understand the procedural recourse that Jordan had taken after the issuance of the December 15, 2010 order to fully comprehend the CA's nullification of the NLRC rulings dated February 21 and March 28, 2011. In the proceedings below, Jordan appealed the December 15, 2010 order before the NLRC to contest his alleged receipt of the subject letter. Significantly, Jordan prayed for backwages and separation pay, in lieu of reinstatement, in his "memorandum of appeal" dated January 10, 2011.

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[39] 104 Phil. 156-157, 160-161 (1958).

It is a basic rule that the averments in the body of the pleading and the character of the relief sought determine the nature of the action and which court has jurisdiction over the case. It is not the title of the pleading but its allegations that must control.[40] A plain reading of the "memorandum of appeal" shows that this pleading was in fact another **complaint for illegal dismissal.** Jordan alleged in his "memorandum of appeal" that his claims for backwages, separation pay, and attorney's fees arose after Grandeur Security refused to heed the LA's return to work order in the May 27, 2008 decision; he vehemently insisted that he did not receive Grandeur Security's letter ordering him to return to work. Also, Jordan specifically asked for backwages beginning **June 2008** or after the promulgation of the May 27, 2008 decision.

This procedural recourse is a serious error that the NLRC and the CA should have immediately spotted. The NLRC and the CA should have immediately dismissed the "memorandum of appeal" for lack of jurisdiction. Under Article 217 (a) (2), and (b) of the Labor Code, the LA has **original and exclusive jurisdiction** over termination disputes; the NLRC only has **exclusive appellate jurisdiction** over these cases. Furthermore, Jordan's remedy against Grandeur's Security alleged disobedience to the return to work order is not to file a complaint for illegal dismissal, but to ask the NLRC to hold Grandeur Security in indirect contempt.[41]

B. As a general rule, a tribunal has no jurisdiction to substantially alter a final and executory judgment

Even assuming that the NLRC has jurisdiction over Jordan's "memorandum of appeal", we agree with the CA that the NLRC gravely abused its discretion in substantively altering the dispositive part of the May 27, 2008 decision. While tribunals and courts may correct ***clerical errors*** in a judgment that has attained finality, its final and executory character precludes these bodies from ***substantively altering*** its dispositive part, except: (1) in cases of void judgments, and (2) whenever circumstances transpire after the finality of the decision rendering its execution unjust and

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[40] *Spouses Munsalud v. National Housing Authority*, G.R. No. 167181, December 23, 2008, 575 SCRA 145, 157-158; and *Spouses Genato v. Viola*, G.R. NO. 169706, February 5, 2010, 611 SCRA 677, 686.

[41] 2011 NLRC RULES OF PROCEDURE, Rule 9, Section 2 (d).

inequitable.[42] As a rule, a definitive final judgment, however erroneous, is no longer subject to substantial change or revision.[43]

The CA correctly ruled that the NLRC acted outside of its jurisdiction in replacing the LA's return to work order. The NLRC's judgments ordering Grandeur Security to pay backwages, separation pay, and attorney's fees are unwarranted, unprecedented, and arbitrary. These, in effect, vacated the May 27, 2008 decision which already found the continued existence of Jordan's employment. To the point of being repetitive, we reiterate that backwages and separation pay are mere consequences of illegal dismissal.[44] We only award separation pay in lieu of reinstatement when: (1) reinstatement is no longer possible as where the dismissed employee's position is no longer available; (2) the continued relationship between the employer and the employee is no longer viable due to the strained relations between them; and (3) when the dismissed employee opted not to be reinstated, or the payment of separation benefits would be for the best interest of the parties involved.[45]

For these reasons, we affirm the CA's nullification of the NLRC rulings dated February 21 and March 28, 2011 for having been issued without jurisdiction.

III. Jordan did not waive his right to return to work in Grandeur Security

From the promulgation of the May 27, 2008 decision, this case had been fraught with procedural infirmities that delayed the determination of whether the proceedings in NLRC-NCR Case No. 00-05-05003-07 should be declared closed and terminated. Because Jordan promptly moved for the execution of the May 27, 2008 decision, we take up this matter to see the speedy termination of NLRC-NCR Case No. 00-05-05003-07.

At the outset, we clarify that whether Jordan received Grandeur Security's letter directing him to report to work is irrelevant in determining his waiver of employment in Grandeur Security. In labor cases, rules of procedure should not be applied in a very rigid and technical sense because

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[42] *FGU Insurance Corp. v. Regional Trial Court*, G.R. No. 161282, February 23, 2011, 644 SCRA 51, 56; and *Mendoza v. Fil-Homes Realty Development Corp.*, G.R. No. 194653, February 8, 2012, 665 SCRA 628, 634.

[43] *Apo Fruits Corporation v. Court of Appeals*, G.R. No. 164195, December 4, 2009, 607 SCRA 200-201, 213.

[44] LABOR CODE, Article 279.

[45] IMPLEMENTING RULES AND REGULATIONS OF THE LABOR CODE, Book VI, Rule 1, Section 4 (b).

they are merely tools designed to facilitate the attainment of justice.[46] That Jordan was **actually informed** of the return to work order and that Grandeur Security **never prohibited** him from reporting for work are sufficient compliance with the LA's return to work order.

Nonetheless, we are unprepared to declare NLRC-NCR Case No. 00-05-05003-07 to be closed and terminated because the mere absence or failure to report for work, ***even after notice to return***, does not necessarily amount to abandonment. Abandonment is a matter of intention and cannot lightly be presumed from certain equivocal acts. To constitute abandonment, there must be clear proof of deliberate and unjustified intent to sever the employer-employee relationship. The operative act is still the employee's ultimate act of putting an end to his employment.[47]

In the present case, Jordan's filing of a complaint for illegal dismissal – in the form of a "memorandum of appeal" before the NLRC – is inconsistent with abandonment of employment. The filing of this complaint is a proof of his desire to return to work, effectively negating any suggestion of abandonment.[48] We also cannot fault him for his continuous absence because he faithfully relied on the void NLRC rulings which ordered Grandeur Security to pay backwages, separation pay, and attorney's fees in lieu of the LA's return to work order.

WHEREFORE, premises considered, we hereby **DENY** the petition. We **PARTIALLY AFFIRM** the May 27, 2008 decision of the Court of Appeals in CA-G.R. SP No. 119715. Petitioner Ruben Jordan is hereby ordered to **RETURN TO WORK** within fifteen days from the receipt of this Decision. Respondent Grandeur Security and Services, Inc. is likewise ordered to **ACCEPT** petitioner Ruben Jordan. No costs.

SO ORDERED.

ARTURO D. BRION
Associate Justice

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46 *Millenium Erectors Corp. v. Magallanes,* G.R. No. 184362, November 15, 2010, 634 SCRA 708, 713.

47 *MZR Industries v. Colambot,* G.R. No. 179001, August 28, 2013.

48 Ibid.

WE CONCUR:

MARIANO C. DEL CASTILLO
Associate Justice

JOSE PORTUGAL PEREZ
Associate Justice

JOSE CATRAL MENDOZA
Associate Justice

ESTELA M. PERLAS-BERNABE
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.

ARTURO D. BRION
Associate Justice
Acting Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Acting 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.

MARIA LOURDES P. A. SERENO
Chief Justice