

THIRD DIVISION

[G.R. No. 123950, February 27, 1998]

**GREENHILLS PRODUCTS, INC. AND/OR JESSIE YU,
PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION
AND BUENAVENTURA F. ABAJO, RESPONDENTS.**

D E C I S I O N

ROMERO, J.:

This petition for *certiorari* assails the resolution of the National Labor Relations Commission (NLRC) dated October 24, 1995, setting aside the Labor Arbiter's decision and its resolution denying petitioner's motion for reconsideration.

From August 1985 up to his dismissal on September 1988, private respondent Buenaventura F. Abajo was employed by petitioner Greenhills Products Inc. (GPI), a company engaged in the manufacture and export of rattan furnitures, as a laborer assigned at its Bending Department.

Sometime in June 1988, he was allegedly offered by one Ruben Godornes, petitioner's Assistant Production/Preparation Manager, to be the president of a union which the company intended to organize which the former, however, refused. At the time, the existing collective bargaining agreement between petitioner and the then bargaining agent Nagkakaisang Lakas ng Manggagawa was about to expire. During the 60-day freedom period from August 14 to October 14, 1988, respondent actively campaigned for the recognition of the Association of Labor Union (ALU) of which he was the local president.

On September 3, 1988, respondent was summoned to appear before company owner and manager Jessie Yu's office to explain his unyielding stand to their offer. When respondent argued that the proposed union could not guarantee his members their security of tenure, Yu was infuriated and thereupon directed the latter to withdraw his membership with ALU which order was, however, disobeyed. In view of his unrelenting refusal, his services were terminated. He was made to sign a memorandum dated September 3, 1988, effecting his immediate severance therefrom, on grounds that his honesty, sincerity and loyalty to the company has become suspect.

Petitioner, on the other hand, recounted that respondent was initially assigned at its Bending Department. Claiming that his performance was lackluster and that he has become a problem employee in view of his tardiness, he was transferred to the Parts Preparation Department where he allegedly continue to perform inefficiently. As penalty therefore, he was assigned as a stockman.

On June 30, 1988, Godornes conducted an inventory of company properties and he reported that several furniture parts and samples entrusted to respondent were found missing. When confronted with the missing properties, the latter allegedly promised to produce them, but that due to the pressing production schedule, Godornes simply forgot all about the incident.

Sometime in July 1988, a certain Roberto Caramelo inquired from Josephine Angbetic, petitioner's purchaser of rattan poles, whether he could secure additional rattan furniture parts and samples which he previously bought from respondent. Yu immediately inquired from Godornes about the alleged missing furniture parts and samples. Forthwith, Godornes confronted respondent about the same and of his previous promise to surrender them. The latter was allegedly stunned and refused to comment on its loss, prompting the former to report the matter to Yu. For loss of trust and confidence, respondent was therefore dismissed from employment.

In a complaint for illegal dismissal and unfair labor practice against petitioner, Labor Arbiter Dominador A. Almirante rendered a decision dated December 7, 1993, the decretal portion of which reads:

"Wherefore, foregoing premises considered, judgment is hereby rendered ordering the dismissal of this case for lack of merit. Respondent Greenhills Products, Inc. is, however, hereby ordered to pay complainant Buenaventura F. Abajo the amount of P1,000.00 by way of indemnity.

SO ORDERED."^[1]

The judgment was, however, reversed on appeal by the NLRC in its decision dated October 24, 1995, decreeing in this wise:

"WHEREFORE, for all the foregoing, the appealed decision is hereby REVERSED, SET ASIDE and VACATED, and a new one entered:

(1) declaring the respondent Greenhills Products, Inc. and/or Jessie Yu guilty of unfair labor practice;

(2) declaring the dismissal of complainant Buenaventura F. Abajo illegal and awarding in his favor three (3) years backwages from September 3, 1988 to September 3, 1991 in the amount of P90,438.92, separation pay in lieu of reinstatement which is no longer practical, realistic or advantageous to both parties in view of their antagonism, equivalent to one month pay for every year of service including the three (3) years imputed service for which backwages have been awarded all in the total amount of P16,485.00.

(3) ordering respondents to pay to complainant, in addition to the foregoing, attorney's fees of 10% of the total award or the amount of P10,692.39.

All other claims are hereby DISMISSED for lack of basis.

SO ORDERED."^[2]

Petitioner has failed to advance any compelling reason to overturn the decision of the NLRC.

It is settled that in termination cases, the employer bears the burden of proving that the dismissal is for just cause failing which would mean that the dismissal is not justified and the employee is entitled to reinstatement.^[3] The essence of due process in administrative proceedings is the opportunity to explain one's side or a chance to seek reconsideration of the action or ruling complained of.^[4] In *Samillano v. NLRC*,^[5] the Court held that proper compliance with the twin requirements of notice and hearing are conditions *sine qua non* before a dismissal may be validly effected, and any procedural