

SECOND DIVISION

[G.R. No. 111002, July 21, 1997]

PACIFIC MARITIME SERVICES, INC., MALAYAN INSURANCE CORPORATION AND CROWN SHIPMANAGEMENT, INC., PETITIONERS, VS. NICANOR RANAY, AND NATIONAL LABOR RELATIONS COMMISSION, RESPONDENTS.

DECISION

ROMERO, J.:

That a man's job is a property right within the ambit of Constitutional protection has been long recognized and accepted in law; hence, we are circumspect and vigilant whenever a worker comes to this Court complaining of illegal dismissal. In each such case, we require the employer to prove by substantial evidence the facts constituting the ground for dismissal,^[1] and that termination has been effected with strict observance of both procedural and substantive due process. It is by these standards that the Court has judged the instant petition.

Petitioner Pacific Maritime Services, Inc. (Pacific, for brevity), is a duly licensed manning agency while its co-petitioners, Malayan Insurance Corporation and Crown Ship Management, Inc., are the former's bonding company and principal, respectively. On February 1, 1989, Pacific engaged the services of private respondents Nicanor Ranay and Gerardo Ranay as laundrymen. Their employment contracts, both dated February 1, 1989, and duly approved by the Philippine Overseas Employment Agency (POEA), provided for the following uniform compensation package: (1) basic monthly salary of US\$300.00; (2) additional fixed overtime pay in the amount of US\$150.00; and (3) leave pay equivalent to six days' wages. These contracts were supposed to be effective for ten months from the date of hiring.

On February 14, 1989, private respondents boarded the vessel M/V "Star Princess," where they were assigned to work, and which immediately left the Philippines. After working for only three months and thirteen days, however, private respondents were ordered to disembark. They were subsequently repatriated to the Philippines on May 27, 1989.

Because of their dismissal, private respondents filed on August 14, 1989, a complaint against petitioners before the POEA, challenging the legality of their dismissal on the ground that the same was effected without prior notice and without just cause. Consequently, they prayed for recovery of all unpaid salaries, overtime pay and leave pay which had accrued and could have accrued were it not for the pretermination of their contracts.

Pacific opposed the complaint, contending that the dismissal of private respondents was validly made. It argued that private respondents' employment was terminated

due to serious misconduct, insubordination, non-observance of proper hours of work and damage to the laundry of the vessel's crew and passengers. To support these allegations, petitioners presented a telefax transmission,^[2] its lone evidence, purportedly executed and signed by a certain Armando Villegas. Said document made an account of the incidents which allegedly prompted Pacific to terminate private respondents' services, among which were: (1) the assault on the person of Armando Villegas himself by Gerardo Ranay coupled with the latter's utterance of the words "Putang-ina mo!" in the presence of at least four other crew members; (2) Gerardo Ranay's failure to report for work for three consecutive days; (3) Nicanor Ranay's tardiness in going to his working area and having a drinking spree with his brother Gerardo; and (4) failure of private respondents to adjust to their working environment. The records, however, do not reveal that petitioners ever presented any corroborative or additional evidence to buttress this allegation other than photocopies of two Rizal Commercial Banking Corporation checks both for P1,919.85 and both dated October 3, 1989, allegedly paid to private respondents by Pacific, and computations of private respondents' wages, overtime pay and leave pay.^[3]

On the basis of the parties' submission, then POEA Administrator Jose N. Sarmiento rendered a decision^[4] dated November 6, 1990, which ruled that private respondents' dismissal was illegal for failure of petitioners to prove the legality thereof and to afford them due process. He refused to give credence to the report made by Armando Villegas which was prepared long after the events referred to therein had taken place. Accordingly, he ordered petitioners to pay private respondents each in the amount of US\$2,925.00 corresponding to their salaries for the unexpired 6 and 1/2-month portion of their employment contracts; P15,566.85 each for their unpaid salaries, overtime pay and leave pay; and plane fare for the return trip to the Philippines. Furthermore, he found merit in private respondents' claim that they were not paid their salaries, overtime and vacation leave pay up to May 29, 1989, since the vouchers failed to show that the checks intended to cover the amounts for the private respondents were duly acknowledged and received by them. He pointed out that the columns for "Received by" and "Date" were all in blank and that, at any rate, the amount of P1,919.85 covered by each check was insufficient to pay for what would be rightfully due to private respondents.

Aggrieved, petitioners appealed to the NLRC. On April 19, 1993, the Commission dismissed said appeal and affirmed the decision of the POEA.^[5] Hence, this petition.

As stated at the outset, the merit of this petition depends on petitioners' strict compliance with the requirements of both procedural and substantive due process, as well as their observance of the principle that it is the employer who bears the burden of establishing by substantial evidence the facts supporting a valid dismissal. Upon careful and meticulous scrutiny of the records, however, the Court finds that the petition falls short of these standards. We are, therefore, constrained to deny it and uphold the decision of the POEA and the NLRC.

The Court concedes that assault, invectives, obscene insult or offensive words against a superior and imbibing intoxicating drinks during work may constitute serious misconduct which would justify the dismissal of an employee found guilty thereof. We likewise agree that gross neglect of duties as shown by tardiness and absenteeism, as well as willful disobedience and insubordination, equally deserve