Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

MARISSA B. QUIRANTE, Petitioner,	**G.R. No. 209689**
	Present:
	VELASCO, JR., *J.*, *Chairperson*,
- versus -	PERALTA,
	BERSAMIN,*
	VILLARAMA, JR., and
	REYES, *JJ.*
OROPORT CARGO HANDLING SERVICES, INC., ET AL. Respondents.	Promulgated:
	December 2, 2015

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DECISION

REYES, *J.*:

Before the Court is the Petition for Review on *Certiorari*[1] filed by Marissa B. Quirante (Quirante) to assail the Decision[2] rendered on March 14, 2013 and Resolution[3] issued on September 30, 2013 by the Court of Appeals (CA) in CA-G.R. SP No. 03109-MIN. The CA affirmed the Resolution[4] dated December 24, 2008 of the National Labor Relations Commission's (NLRC) Fifth Division, which declared that Quirante was validly dismissed from employment by Oroport Cargo Handling Services, Inc. (OROPORT). Felicisimo C. Cañete, Jr. (Cañete) and Venus S. Cabaraban (Cabaraban) are OROPORT's Human Resources Division Head and Superintendent, respectively (the three are to be referred collectively as

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* Designated as Acting Member per Special Order No. 2289 dated November 16, 2015 *vice* Associate Justice Francis H. Jardeleza.

1 *Rollo*, pp. 10-26.

2 Penned by Associate Justice Marie Christine Azcarraga-Jacob with Associate Justices Romulo V. Borja and Ma. Luisa C. Quijano-Padilla concurring; id. at 28-40.

3 Id. at 42-43.

4 Penned by Presiding Commissioner Salic B. Dumarpa with Commissioners Proculo T. Sarmen and Dominador Medroso, Jr. concurring, id. at 246-253.

the respondents). The CA and NLRC rulings reversed the Decision[5] dated October 17, 2007 of Executive Labor Arbiter Noel Augusto S. Magbanua (LA Magbanua), who found Quirante's termination from service as illegal and directed payment of full backwages, moral damages and attorney's fees.

Antecedents

Quirante was employed by Gold City Integrated Port Services, Inc. (INPORT) from 1984 to 1996. From 1997 to 1999, she worked for Continental Arrastre and Stevedoring Company (CASCO). In March of 1999, INPORT and CASCO merged to form OROPORT. Thenceforth, Quirante served as a Claims Staff of OROPORT, with a monthly salary of ₱9,775.33.[6]

Quirante's employment with OROPORT was essentially uneventful. However, on November 5, 2006, a carton, which contained eight trays of eggs, was mishandled. Three trays of eggs were totally damaged, while the remaining five were rejected by the shipper.[7]

Arthur Sabellina (Sabellina), a truck helper, acknowledged liability for the damage and authorized the deduction from his salaries of the amount corresponding to the value of the eggs.[8] Sabellina likewise wrote a letter addressed to Rico T. Evasco, Jr. (Evasco), Senior Finance Officer of OROPORT, requesting for the release of the eggs.[9]

According to Evasco, Sabellina filed a complaint alleging that despite repeated requests which he made on November 6, 2006, the Claims Section personnel did not release to him the five undamaged trays of eggs. On November 7, 2006, Quirante disposed the five trays of eggs even when she had no information about who was responsible for the damage and without Evasco's approval, in violation of the standard procedure in handling claims. Quirante got two trays and paid ₱60.00 therefor. In-bound Cargo Supervisor Jaime Hynson (Hynson) also took two trays and paid ₱60.00. Billing Clerk Yolanda Countian obtained a tray for ₱30.00.[10]

On November 27, 2006, Administrative Memo No. 137-2006, signed by Cabaraban and Cañete, was issued against Quirante. Quirante was directed to show cause in writing within 24 hours from the memo's receipt why she should not be dismissed for serious misconduct in disposing

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5 Id. at 123-126.
6 Id. at 123-124.
7 Id. at 247; please also *see* Finance Memo No. 06-11-58 dated November 13, 2006, id. at 110-111.
8 Please *see* Statement of Acceptance of Liability, id. at 109.
9 Id. at 108.
10 Id. at 110.

without authority property under her custody and unjustifiably withholding collections related thereto.[11]

In Quirante's answer to the memo, she narrated having initially seen the subject five trays of eggs on top of a table at the Open Transit Shed in the afternoon of November 6, 2006. Some of the eggs were cracked and red ants feasted on them. She admitted taking two trays of eggs. She, however, claimed that the five undamaged trays of eggs were never formally endorsed or turned over to the Claims Section, but were sent to her office by Hynson. Besides, the trays of eggs were perishable items and Hynson merely intended to save them from becoming useless so as to lessen the amount for which the employee responsible for the damage would be liable. [12]

Administrative Memo No. 138-2006[13] dated December 4, 2006, directed Quirante to appear before the Administrative Investigation Board (AIB) to answer the charges against her of serious misconduct allegedly committed through unauthorized disposal of property and withholding collections related thereto. During the proceedings before the AIB, Quirante was assisted by two officers of the Phase II Port Workers Union – Associated Labor Unions (Union).[14]

On January 12, 2007, the AIB recommended to OROPORT's President the dismissal of Quirante from service for serious misconduct. The AIB found inconsistent Quirante's claim that she had no custody over the five trays of eggs, which were in fact brought to her office. Quirante failed to justify her acceptance without proper documentation and disposal without approval from her immediate supervisor, of the trays of eggs in violation of standard procedures. The AIB, however, found that Quirante did not withhold any collections.[15]

On the same day, OROPORT's President adopted the AIB's recommendation. Quirante was formally notified of her termination from employment, effective January 15, 2007, on grounds of (a) "*implied transgression of established policy and definite rule of action regarding the processing standard in handling claims*;" and (b) "*unauthorized disposal of property entrusted to [OROPORT] under its custody without justifiable reason and/or approval by [an] immediate superior*."[16]

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11 Id. at 112.
12 Id. at 113-115.
13 Id. at 116.
14 Id. at 117.
15 Please *see* Administrative Memo No. 2007-007; id. at 118-120.
16 Please *see* Administrative Memo No. 2007-008; id. at 121.

The Proceedings Before the LA

On January 22, 2007, Quirante filed before the NLRC a complaint for illegal dismissal with prayer for reinstatement and payment of full backwages, damages and attorney's fees.[17] Quirante alleged that the infractions ascribed to her were mere excuses to justify her dismissal from service. OROPORT magnified the incident because Quirante was a stockholder belonging to the minority block and an active Union officer as well.[18]

The respondents jointly filed a Position Paper[19] dated November 9, 2007. However, earlier, on October 17, 2007, LA Magbanua had already resolved Quirante's complaint through a Decision, the dispositive portion of which reads as follows:

> WHEREFORE, premises considered, judgment is hereby rendered declaring the dismissal of [Quirante] as illegal; ordering [OROPORT] to immediately reinstate [Quirante] within ten (10) days from receipt of this decision; further ordering [OROPORT] to pay [Quirante] full back wages inclusive of other benefits in the amount of P97,941.28, moral damages in the amount of P50,000.00 and ten (10%) percent attorney's fees in the amount of P14,794.12, a total sum of P162,735.40.
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> SO ORDERED.[20]

LA Magbanua stated that the respondents failed to submit their respective position papers despite the lapse of seven months. Hence, he resolved the complaint solely on the basis of evidence submitted by Quirante.

The Proceedings Before the NLRC

The respondents filed an appeal[21] before the NLRC. They contended that Quirante was guilty of serious misconduct and due process was observed in terminating her from employment. They also claimed that LA Magbanua rendered a mere perfunctory decision, without reviewing and analyzing the available evidence. They likewise insisted that the NLRC is not precluded from receiving evidence offered for the first time during appeal. However, the respondents, in lieu of a cash or surety bond, submitted before the NLRC a Bank Certification[22] issued by the Metropolitan Bank and Trust Company (Metrobank) stating that OROPORT

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17 Id. at 86-87.
18 Please *see* Position Paper for Complainant; id. at 88-95, at 89-90.
19 Id. at 98-107.
20 Id. at 125-126.
21 Please *see* Memorandum on Appeal; id at 127-140.
22 Id. at 141.

has a cash deposit of ₱97,941.28 in a regular savings account. The said deposit would be held by Metrobank pending the final disposition of Quirante's complaint before the NLRC.

Quirante did not file an answer or a comment to the respondents' appeal.[23]

On December 24, 2008, the NLRC's Fifth Division issued a Resolution reversing LA Magbanua's decision and dismissing Quirante's complaint citing the following as grounds:

> We take judicial notice, as moved by [the respondents], of the fact that [OROPORT] is a duly licensed cargo handling contractor operating at the Port of Cagayan de Oro City, offering its services to the public. As it is duly licensed by the Philippine Ports Authority (PPA), a government instrumentality, then OROPORT may be properly classified as a public utility and not just an ordinary business entity. As such[,] it is akin to a common carrier which has to exercise extraordinary diligence in the handling and safekeeping of the goods which come into its custody.
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> We, therefore, rule that the investigation proceedings conducted by [the respondents] with respect to [Quirante] and which led to her dismissal is thus part of [OROPORT's] mandated duty under the law to observe extraordinary diligence in the vigilance over the goods which is inherent from the nature of its business and for reasons of public policy.
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> x x x x
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> While the law imposes many obligations on the employer, such as providing just compensation to workers, observance of procedural requirements of notice and hearing in the termination of employment, it also recognizes the right of the employer to expect from its workers not only good performance, adequate work and diligence, but also good conduct and loyalty. The employer may not be compelled to continue to employ such persons whose continuance in the service will patently be inimical to his interests. The law protecting the rights of the laborer authorizes neither oppression nor self-destruction of the employer.
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> x x x x
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> [Quirante's] claims that management has all the reasons not to like her and that her dismissal is arbitrary and whimsical are not supported by the records of the case and remains to be disputed as the [respondents] categorically denied the same. x x x.
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> x x x [T]he dismissal of [Quirante] is for a just cause (dishonesty) which was committed when she disposed the damaged cargo (one carton hatching eggs) without the approval of her division head on November 7, 2006. As absolute honesty is required in the handling of goods accepted from the public by a cargo handling contractor like OROPORT, we find

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[23] Id. at 246.

> furthermore that the amount involved is not an issue but *whether the act was actually committed or not*.[24]

Quirante filed a Motion for Reconsideration[25] before the NLRC alleging that the NLRC had no jurisdiction to give due course to the respondents' appeal as no cash or surety bond was posted in violation of the requirement under paragraph 2, Article 223[26] of the Labor Code. The NLRC denied Quirante's motion through the Resolution issued on February 27, 2009.

The Proceedings Before the CA

Quirante thereafter filed before the CA a Petition for *Certiorari*[27] essentially anchored on the issues of (1) OROPORT's failure to post a cash or surety bond when it filed its appeal before the NLRC, and (2) the arbitrariness on the part of OROPORT in dismissing her from service.

On March 14, 2013, the CA rendered the herein assailed Decision denying Quirante's petition. The CA ratiocinated that:

> [T]he Supreme Court articulated, in no uncertain terms, that labor tribunals, such as the NLRC, are not precluded from receiving evidence submitted on appeal as technical rules are not binding in cases submitted before them.
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> x x x x
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> x x x [T]he NLRC therefore did not gravely abuse its discretion when it admitted and considered OROPORT's evidence on appeal, as the former is [not] bound by the technical rules on evidence and may validly admit them, aside from the fact that [Quirante] herself failed to file any pleading in order to refute the allegations and evidence presented by OROPORT.
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> x x x x
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> ***Did [Quirante's] act of failing to properly account for and document the damaged eggs in line with the standard procedure set forth by OROPORT, and her consequent appropriation of the same, constitute serious misconduct to warrant her dismissal from service?***
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> x x x x

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24 Id. at 251-253.

25 Id. at 156-161.

26 In case of a judgment involving a monetary award, an appeal by the employer may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the Commission in the amount equivalent to the monetary award in the judgment appealed from.

27 *Rollo*, pp. 50-76.

> x x x [T]he records disclose that the investigation of [Quirante] was instigated by a complaint filed by [Sabellina] x x x as the latter wanted to acquire the damaged eggs for liquidation in order to offset the corresponding deduction in his payroll for the value of the goods he negligently handled.
>
> x x x x
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> x x x [Quirante's] deviation from the standard procedure for the documentation and disposition of damaged cargo, and her consequent act of arbitrarily appropriating the damaged eggs, and dolling them out to others the remaining to her co-employees for them to take home, despite the obvious criminal implications, constituted serious misconduct on her part.
>
> In fact, a perusal of the records reveals that [Quirante] herself even casually admitted to bringing home the damaged eggs, and even sanctioned her co-employees' similar act.
>
> [Quirante] therefore committed two serious offenses, *first* for failing to follow the standard procedure for the documentation and disposition of damaged goods in line with her task as claims officer, and *second*, for appropriating the eggs, and allowing her co-employees to do the same, without the knowledge and consent of her superiors.
>
> This Court cannot countenance the contentions of [Quirante] that her dismissal form OROPORT was deeply rooted in her participation of labor union activities, as the records are bereft of any evidence to support these allegations. Neither can [Quirante] advance the argument that the damaged eggs were never officially endorsed to her office, as the bottom line remains that she admitted to being in possession of the same, took home 2 trays with her, and even sanctioned her co-employees' similar act. The fact that the damaged eggs were not officially endorsed to her office neither absolved her from failing to document the same, no[r] justified her act of appropriation.[28] (Citations omitted)

The CA denied Quirante's motion for reconsideration through the Resolution issued on September 30, 2013.

Issues

Aggrieved, Quirante is now before the Court raising the issues of whether or not:

> (1) the NLRC erred in (a) giving due course to the respondents' appeal despite the latter's failure to post a bond, and (b) admitting evidence not presented before LA Magbanua; and

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[28] Id. at 36-39.

(2) the alleged mishandling of trays of cracked eggs constitutes just cause to dismiss an employee, who happened to be an active union officer with a long and spotless service record.[29]

In support of the instant petition, Quirante invokes Article 223 of the Labor Code, which clearly states that an appeal by the employer may only be perfected upon the posting of a cash or surety bond in the amount equivalent to the award in the judgment appealed from. The respondents failed to comply with the bond requirement, hence, it was jurisdictional error for the CA to give due course to an unperfected appeal.[30] Quirante also cites *Filipinas Systems, Inc. v. NLRC*[31] to emphasize that the practice of offering evidence for the first time during appeal before the NLRC should not be tolerated as it smacks of unfairness and runs counter to the principle of speedy administration of justice.[32] Quirante further claims that the alleged mishandling of the trays of eggs was an isolated blemish in her otherwise immaculate service record. Hence, the penalty of dismissal is too harsh especially since the acts ascribed to her were not performed with any wrongful intent.[33]

In their Comment,[34] the respondents contend that the Bank Certification which they submitted before the NLRC substantially complied with the appeal bond requirement under Article 223 of the Labor Code.[35] Moreover, Quirante's argument that dismissal is too harsh a penalty for her infraction was initially presented before the CA. Her change of theory violates due process.[36] Further, bad faith cannot be attributed to the respondents in dismissing Quirante.[37] Citing *Integrated Microelectronics, Inc. v. Pionilla*,[38] the respondents point out that as an exception to the general rule, employees can be reinstated *sans* an award of backwages in cases where the dismissal would be too harsh a penalty and the employer was not motivated by bad faith in ordering the dismissal.[39] Anent the substantial issue of the alleged illegality of the dismissal, the respondents reiterate that as found in the proceedings below, Quirante took two trays of eggs. Regardless of their actual monetary value, Quirante committed a dishonest act, which justified her dismissal from service.[40]

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29 Id. at 10.
30 Id. at 18-19.
31 463 Phil. 813 (2003).
32 *Rollo*, p. 18.
33 Id. at 20-21.
34 Id. at 258-270.
35 Id. at 265.
36 Id. at 266-267.
37 Id. at 267.
38 G.R. No. 200222, August 28, 2013, 704 SCRA 362.
39 *Rollo*, pp. 267-268.
40 Id. at 265-266.

Ruling of the Court

There is merit in the instant petition.

There was no compliance with the appeal bond requirement.

In *Mindanao Times Corporation v. Confesor*,[41] the employer, instead of posting a cash or surety bond, submitted to the NLRC a Deed of Assignment and a passbook. The Court is emphatic in its ruling that the employer's appeal was not perfected, hence, rendering the LA's decision final and executory, *viz*:

> Article 223 of the Labor Code provides that an appeal by the employer to the NLRC from a judgment of a labor arbiter which involves a monetary award may be perfected only upon the posting of a cash or surety bond issued by a reputable bonding company duly accredited by the NLRC, in an amount equivalent to the monetary award in the judgment appealed from. x x x
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> x x x x
>
> Further, Sec. 6 of the [New Rules of Procedure of the NLRC] provides:
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> > **SECTION 6. BOND.** *In case the decision of the Labor Arbiter or the Regional Director involves a monetary award,* ***an appeal by the employer may be perfected only upon the posting of a cash or surety bond****. The appeal bond shall either be in cash or surety in an amount equivalent to the monetary award, exclusive of damages and attorney[']s fees.*
> >
> > x x x x
> >
> > No motion to reduce bond shall be entertained except on meritorious grounds and upon the posting of a bond in a reasonable amount in relation to the monetary award.
> >
> > The filing of the motion to reduce bond without compliance with the requisites in the preceding paragraph shall not stop the running of the period to perfect an appeal. x x x
>
> Clearly, an appeal from a judgment as that involved in the present case is perfected "**only**" upon the posting of a cash or surety bond. *Accessories Specialist, Inc. v. Alabanza* enlightens:

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41 625 Phil. 589 (2010).

> **The posting of a bond is <u>indispensable</u> to the perfection of an appeal <u>in cases involving monetary awards from the decision of the LA</u>**. The intention of the lawmakers to make the bond a mandatory requisite for the perfection of an appeal by the employer is clearly limned in the provision that an appeal by the employer may be perfected "*only upon the posting of a cash or surety bond*." **The word "*only*" makes it perfectly plain that the lawmakers intended the posting of a cash or surety bond by the employer to be the essential and exclusive means by which an employer's appeal may be perfected.** The word "*may*" refers to the perfection of an appeal as optional on the part of the defeated party, but not to the compulsory posting of an appeal bond, if he desires to appeal. The meaning and the intention of the legislature in enacting a statute must be determined from the language employed; and where there is no ambiguity in the words used, then there is no room for construction.
>
> **The filing of the bond is not only mandatory but also a jurisdictional requirement that must be complied with in order to confer jurisdiction upon the NLRC. Non-compliance therewith renders the decision of the LA final and executory**. This requirement is intended to assure the workers that if they prevail in the case, they will receive the money judgment in their favor upon the dismissal of the employer's appeal. It is intended to discourage employers from using an appeal to delay or evade their obligation to satisfy their employees' just and lawful claims. x x x[42] (Citations omitted and emphasis, italics and underscoring in the original)

Prescinding from the above, OROPORT's submission before the NLRC of a Bank Certification, in lieu of posting a cash or surety bond, cannot be considered as substantial compliance with Article 223 of the Labor Code. The filing of the appeal bond is a jurisdictional requirement and the rules thereon mandate no less than a strict construction. For failure to properly post a bond, OROPORT's appeal was not perfected.

Delay in the submission of evidence should be adequately explained.

Anent the submission of evidence for the first time during appeal, *Misamis Oriental II Electric Service Cooperative (MORESCO II) v. Cagalawan*[43] instructs:

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42 Id. at 592-595.

43 G.R. No. 175170, September 5, 2012, 680 SCRA 127.

> Labor tribunals, such as the NLRC, are not precluded from receiving evidence submitted on appeal as technical rules are not binding in cases submitted before them. However, any delay in the submission of evidence should be adequately explained and should adequately prove the allegations sought to be proven.
>
> In the present case, MORESCO II did not cite any reason why it had failed to file its position paper or present its cause before the Labor Arbiter despite sufficient notice and time given to do so. Only after an adverse decision was rendered did it present its defense and rebut the evidence of Cagalawan by alleging that his transfer was made in response to the letter-request of the area manager of the Gingoog sub-office asking for additional personnel to meet its collection quota. To our mind, however, the belated submission of the said letter-request without any valid explanation casts doubt on its credibility, specially so when the same is not a newly discovered evidence. x x x Why it was not presented at the earliest opportunity is a serious question which lends credence to Cagalawan's theory that it may have just been fabricated for the purpose of appeal.[44] (Citations omitted and underscoring ours)

In the instant petition, LA Magbanua resolved Quirante's complaint on the basis of the evidence the latter submitted because the respondents failed to file their respective position papers despite the lapse of seven months from the conduct of the final mediation conference.[45] The respondents did not amply explain the reason for their delay. Hence, doubt is cast upon the credibility of the evidence offered.

Despite the non-perfection of the appeal before the NLRC, compelling reasons exist justifying the modification of LA Magbanua's decision.

The Court thus concludes that (1) for failure to properly post a bond, the respondents' appeal were not perfected, and (2) the NLRC erroneously admitted evidence presented for the first time during appeal when there was no ample justification provided for their belated submission.

Be that as it may, this Court, for reasons discussed below, deems it proper to modify LA Magbanua's decision.

First. The basis of LA Magbanua's decision was unclear. He made a mere recital of Quirante's factual allegations, then proceeded to rule that for failure of the respondents to controvert the claims, there was no alternative

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44 Id. at 139-140.

45 *Rollo*, p. 123. Technically though, only six months and seven days had lapse from April 10, 2007, the date of the final mediation conference, until October 17, 2007, the date of LA Magbanua's Decision.

but to declare the dismissal as illegal.[46]

Second. From the allegations and evidence submitted by the parties, it can be inferred that Quirante was not actually faultless. She took two trays of eggs without following the standard procedure laid down regarding claims and disposition of damaged goods. However, what the standard procedure exactly is and what the proper penalty should be for its breach were not clearly established. The respondents made no explicit references to the employees' handbook or code of conduct, if they exist at all. There was no adequate proof that the breach committed by Quirante merits her dismissal from service, especially if the transgression was made without wrongful intent. Quirante deserves to be penalized, but dismissal is just too harsh. The Court finds that a suspension for one month would have been sufficient and more commensurate to the gravity of Quirante's offense.

Third. As Quirante indeed had an infraction, albeit not properly punishable with dismissal from service, bad faith cannot be attributed to the respondents when they acted to protect the interest of OROPORT from what appeared to be dishonest conduct. Thus, LA Magbanua's award of moral damages and full backwages should be deleted in view of the Court's pronouncement in *Pionilla*,[47] *viz*:

> As a general rule, an illegally dismissed employee is entitled to reinstatement (or separation pay, if reinstatement is not viable) and payment of full backwages. In certain cases, however, the Court has carved out an exception to the foregoing rule and thereby ordered the reinstatement of the employee without backwages on account of the following: (*a*) the fact that dismissal of the employee would be too harsh of a penalty; and *(b)* that the employer was in good faith in terminating the employee. x x x.[48] (Underscoring ours)

Fourth. Quirante was dismissed in 2007. LA Magbanua ordered her reinstatement. However, due to the passage of a long period of time rendering reinstatement infeasible, "*impracticable and hardly in the best interest of the parties*,"[49] the Court now finds the propriety of awarding separation pay instead. Separation pay is equivalent to at least one month pay, or one month pay for every year of service, whichever is higher (with a fraction of at least six months being considered as one whole year), computed from the time of employment or engagement up to the finality of the decision.[50]

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46 Id. at 125.
47 Supra note 38.
48 Id. at 367.
49 *Park Hotel v. Soriano*, G.R. No. 171118, September 10, 2012, 680 SCRA 328, 343.
50 *Univac Development, Inc. v. Soriano*, G.R. No. 182072, June 19, 2013, 699 SCRA 88, 102; *Uy v. Centro Ceramica Corp. and/or Sy, et al.*, 675 Phil. 670, 685-686 (2011).

Fifth. LA Magbanua failed to impose an interest on the monetary award at the rate of six percent (6%) *per annum* from the date of finality of this decision until full payment in accordance with *Nacar v. Gallery Frames*.[51]

The Court, however, finds LA Magbanua's award of attorney's fees as proper. In labor cases, when an employee is forced to litigate in order to seek redress of his or her grievances, entitlement to the payment of attorney's fees equivalent to ten percent (10%) of the monetary award is justified.[52]

Be it noted that LA Magbanua's decision is silent on the personal liabilities of Cañete and Cabaraban. The Court finds no reason to disturb such silence considering that Quirante offered no ample evidence to prove that the two officers acted wantonly and maliciously in directing her dismissal from service.

WHEREFORE, the instant petition is **GRANTED**. The Decision rendered on March 14, 2013 and Resolution issued on September 30, 2013 by the Court of Appeals in CA-G.R. SP No. 03109-MIN finding that petitioner Marissa B. Quirante was validly dismissed from service are **REVERSED and SET ASIDE**. Oroport Cargo Handling Services, Inc. is **DIRECTED TO PAY** Marissa B. Quirante the following:

(1) separation pay, in lieu of reinstatement, equivalent to one month pay for every year of service, with a fraction of at least six months being considered as one whole year, computed from the time of employment or engagement up to the finality of this decision;

(2) attorney's fees equivalent to ten percent (10%) of the total separation pay; and

(3) interest on all monetary awards at the rate of six percent (6%) *per annum* from the finality of this Decision until full payment.

The case is **REMANDED** to the National Labor Relations Commission, which is hereby **DIRECTED to COMPUTE** the monetary benefits awarded in accordance with this Decision and to submit its compliance thereon within thirty (30) days from notice hereof.

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51 G.R. No. 189871, August 13, 2013, 703 SCRA 439.

52 *Univac Development, Inc. v. Soriano*, supra note 50.

SO ORDERED.

BIENVENIDO L. REYES
Associate Justice

WE CONCUR:

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

DIOSDADO M. PERALTA
Associate Justice

LUCAS P. BERSAMIN
Associate Justice

MARTIN S. VILLARAMA, JR.
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.

PRESBITERO J. VELASCO, JR.
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.

MARIA LOURDES P. A. SERENO
Chief Justice