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Supreme Court  
Manila

SECOND DIVISION

DEL MONTE FRESH PRODUCE (PHIL.), INC., G.R. No. 223485

Petitioner, Present:

PERLAS-BERNABE, \* J.,  
Chairperson,  
REYES, A., JR., \*\*  
HERNANDO,  
INTING, and  
ZALAMEDA, \*\*\* JJ.

- versus -

REYNALDO P. BETONIO,  
Respondent.

Promulgated:

04 DEC 2019

X ----- X

DECISION

INTING, J.:

Before the Court is an Appeal by *Certiorari*<sup>1</sup> under Rule 45 of the 1997 Rules of Civil Procedure seeking to nullify and set aside the Decision<sup>2</sup> dated May 13, 2015 and Resolution<sup>3</sup> dated February 16, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 05508-MIN. The CA dismissed for lack of merit the Petition for *Certiorari* with prayer for Preliminary Injunction and Temporary Restraining Order<sup>4</sup> filed by Del

\* On official business.

\*\* Designated acting chairperson per Special Order No. 2750 dated November 27, 2019

\*\*\* Designated additional member per Special Order No. 2724 dated October 25, 2019; on official leave.

<sup>1</sup> *Rollo*, Volume 1, pp. 3-72.

<sup>2</sup> *Rollo*, Volume 2, pp.649-664; penned by Associate Justice Edward B. Contreras with Associate Justices Rafael Antonio M. Santos and Pablito A. Perez, concurring.

<sup>3</sup> *Id.* at 710-716; penned by Associate Justice Rafael Antonio M. Santos with Maria Filomena D. Singh and Perpetua T. Atal-Paño, concurring.

<sup>4</sup> *Id.* at 543-629.

Monte Fresh Produce (PHIL.), Inc. (DMFPPI), praying for the following reliefs: (1) the issuance of a Writ of *Certiorari* to annul the Resolutions dated November 20, 2012 and February 27, 2013 of the National Labor Relations Commission (NLRC); and 2) the reinstatement of the Decision dated December 29, 2011 of the NLRC, which dismissed the complaint filed by Reynaldo P. Betonio (Betonio).

*The Antecedents*

DMFPPI is a corporation engaged in the business of providing technical assistance, inspection, and coordination services to Del Monte Fresh International, Inc. (DMFII).

On September 1, 2008, Betonio was employed by DMFPPI as its Manager for Port Operations at Tadeco Wharf, San Vicente, Panabo, Davao del Norte. On April 1, 2009, he was promoted as Senior Manager whose duty is to ensure prompt, efficient, and accurate loading and shipment of fruits to the market of DMFII. Further, he must ascertain that the bananas delivered to the port will be promptly loaded to their assigned vessels, or immediately placed in cold storage to avoid deterioration.<sup>5</sup>

Beginning April 2010, the Human Resource (HR) Department of DMFPPI received reports/complaints about Betonio's inefficiencies in the operation of the port. The reports/complaints came from the managers and directors of different departments of DMFPPI, the market of Del Monte International in Japan, and the local growers of DMFPPI.<sup>6</sup>

On account of the problems, reports, and complaints received by the HR Department of DMFPPI, HR Manager Ma. Cirila Canseco (Canseco) informed Betonio of the management's plan to commence disciplinary action against him. Canseco told Betonio that the charge against him would be gross and/or habitual neglect of duties, punishable with dismissal. To allegedly save Betonio from the embarrassment of going through an administrative investigation of his case, and for him to maintain an unblemished record of employment, Canseco gave Betonio the choice of having a graceful exit by tendering his voluntary

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<sup>5</sup> *Id.* at 650.

<sup>6</sup> *Rollo*, Volume 1, p. 171.

resignation. However, Betonio decided to go through a formal investigation of his case.<sup>7</sup>

Through a Show Cause Memo<sup>8</sup> dated June 21, 2010, Betonio was charged with gross and habitual neglect of duties, and breach of trust and confidence. Betonio was required to explain the 12 infractions he allegedly committed, as follows:

1. Banana Shipment Monitoring: Non-compliance to the procedures you proposed, agreed with Anflo/Tadeco, and confirmed by internal audit which is doing count/tally using the tag and to stop the old system in arriving at the breakdown of bananas loaded to the vessel per grower, which is the total load less other growers equals Tadeco.  
*Reported: April 21, 2010*
2. Alarming boxes balance on the ground at 11AM as reported on April 27, 2010,  
*April 30, 2010.*
3. Reduction of the vessel loading capacity of Orion Reefer by almost 10,000 less without coordinating and allegedly upon the instruction of the ship captain.  
*Reported: April 22, 2010*
4. Huge discrepancy between the shipping advice and actual DMG loaded to Alcantara-68 bound for Kobe.  
*Reported: May 4, 2010*
5. Failure to follow loading instructions and erroneous cold storage monitoring report
  - a. 7.2k 6 hands to Korea to be loaded to Almeria 4/30/10 but were not loaded, instead kept at the cold storage and expected to stay further for 9 days before the next vessel arrival. This was not reflected in the cold storage monitoring report.  
*Reported: May 5, 2010*
6. Failure to follow loading instructions
  - a. Organic boxes not loaded but still kept at the cold storage  
*Reported: May 7, 2010*
  - b. RC's not loaded  
*Reported: May 7, 2010*

<sup>7</sup> *Id.* at 171-172.

<sup>8</sup> *Rollo*, Volume 1, pp. 174-176.

- c. Load RC to Valencia but not followed as evidenced in the daily monitoring of boxes on the ground. Coordination with Banana Production was also not done.  
*Reported: May 8, 2010*
- d. Loading instructions not followed for Cordoba Carrier V-66 for Japan and Korea.  
*Reported: May 14, 2010*
7. Erroneous Actual Loading Report – Alcantara Carrier V-69 vs Delivery Report
  - a. Crate Pack
  - b. Variances in the box count (loaded vs. delivered)  
*Reported: May 8, 2010*
8. Boxes with 7 days at the cold storage  
*Reported: May 12, 2010*
9. Failure to maximize loading efficiency of the vessel. Instructed to prepare a structured & reliable plan for management review.  
*Reported: May 14, 2010*
10. Excessive loading hours of Fruits to Vessel Alcantara 71  
*Reported: June 5, 2010*
11. Inaccuracy in fruit loading to specified destination based on Banana Order
  - a. Giralda 204 for Yoko
    - i. Order 216 boxes, loaded 948 boxes
  - b. Alcantara 71 for Moji
    - i. Order 864 boxes, loaded 93 boxes  
*Reported: June 10, 2010*
12. Fruit overstay at the cold storage (6 RH for Japan: packed June 4)  
*Reported: June 12, 2010<sup>9</sup>*

In his response to the Show Cause Memo,<sup>10</sup> Betonio explained point by point the infractions leveled against him, and denied having failed to execute his duties with utmost diligence.

On July 1, 2010, a meeting was conducted by the Administrative Committee wherein Betonio was made to explain the charges against him. In the Minutes of the meeting,<sup>11</sup> it was stated that the Administrative Committee will come up with a recommendatory

<sup>9</sup> *Id.* at 174-175.

<sup>10</sup> *Id.* at 177-195.

<sup>11</sup> *Id.* at 197-212.

report—that if the top management disagrees with the Administrative Committee’s recommendation, they will reconvene to discuss the decision to be adopted.

While the Administrative Committee found Betonio inefficient in the management and operation of the port, it opined that his lapses were not enough for his dismissal. As such, the committee recommended that the charges against Betonio be dismissed. Despite the Administrative Committee’s recommendation, a Notice of Disciplinary Action<sup>12</sup> dated July 21, 2010 was issued by the top management, terminating Betonio’s employment on the ground of gross and habitual neglect of duties and breach of trust and confidence.

#### *The Ruling of the LA*

On August 11, 2010, Betonio filed before the Labor Arbiter (LA) a Complaint<sup>13</sup> for illegal dismissal with money claims.

In a Decision<sup>14</sup> dated April 25, 2011, the Executive LA Elbert C. Restauero ruled in favor of Betonio, holding DMFPPI liable for illegally dismissing him. The LA ordered DMFPPI to pay Betonio the total sum of ₱2,201,109.19 representing his separation pay, full backwages, and attorney’s fees. According to the LA, while it is true that Betonio had committed errors and lapses in the performance of his duties and responsibilities, those lapses or errors did not amount to gross and habitual neglect of duty as contemplated by law.

Aggrieved, DMFPPI elevated the case before the NLRC.

#### *The Ruling of the NLRC*

In a Decision<sup>15</sup> dated December 29, 2011, the NLRC reversed the LA’s Decision, and ruled in favor of DMFPPI. The NLRC held that while Betonio cannot be dismissed on the ground of gross and habitual neglect of duty, he may be dismissed on the ground of loss of trust and

<sup>12</sup> *Id.* at 203-212.

<sup>13</sup> *Id.* at 76-77.

<sup>14</sup> *Id.* at 269-285.

<sup>15</sup> *Id.* at 382-400; penned by Presiding Commissioner Bario-Rod M. Talon with Commissioners Dominador B. Medroso, Jr., concurring and Proculo T. Sarmen, dissenting.

confidence as he was a Senior Manager of DMFPPI. According to the NLRC, Betonio's breach of DMFPPI's trust and confidence was amply proven by substantial evidence. However, in the dissenting opinion<sup>16</sup> of Commissioner Proculo T. Sarmen (Commissioner Sarmen), he affirmed the LA's Decision.

Betonio filed a Motion for Reconsideration<sup>17</sup> of the NLRC's Decision. Pending resolution of his motion, the case was re-raffled to Commissioner Sarmen, as the new *ponente* of the case.

In a Resolution<sup>18</sup> dated November 20, 2012, the NLRC reversed itself and reinstated the ruling of the LA in favor of Betonio. The Resolution was dissented to by the Presiding Commissioner Barrio-Rod M. Talon (Presiding Commissioner Talon).

DMFPPI moved for a reconsideration<sup>19</sup> of the November 20, 2012 Resolution of the NLRC, but it was denied on February 27, 2013.<sup>20</sup> Presiding Commissioner Talon again dissented to the denial of DMFPPI's Motion for Reconsideration.

Aggrieved, DMFPPI filed a Petition for *Certiorari* with prayer for Preliminary Injunction and Temporary Restraining Order<sup>21</sup> before the CA.

#### *The Ruling of the CA*

On July 29, 2013, the CA granted DMFPPI's application for TRO.<sup>22</sup> In the Resolution<sup>23</sup> dated October 16, 2013, the CA issued the Writ of Preliminary Injunction<sup>24</sup> prayed for by DMFPPI, enjoining the implementation of the Resolutions dated November 20, 2012 and February 27, 2013 of the NLRC. Consequently, DMFPPI's Petition for *Certiorari* with Preliminary Injunction and Temporary Restraining Order was submitted for decision.

<sup>16</sup> *Id.* at 401-408.

<sup>17</sup> *Id.* at 409-422.

<sup>18</sup> *Id.* at 460-469.

<sup>19</sup> *Id.* at 470-534.

<sup>20</sup> *Rollo*, Volume 2, pp. 537-542.

<sup>21</sup> *Id.* at 543-629.

<sup>22</sup> *Id.* at 631-635; penned by Associate Justice Edgardo T. Lloren with Associate Justices Marie Christine Azcarraga-Jacob and Edward B. Contreras, concurring.

<sup>23</sup> *Id.* at 639-641.

<sup>24</sup> *Id.* at 642-643.

On May 13, 2015, the CA rendered a Decision<sup>25</sup> affirming the November 20, 2012 and February 27, 2013, Resolutions of the NLRC in favor of Betonio.<sup>26</sup> The CA ruled that Betonio should only be liable for ordinary breach, not for breach of trust and confidence; as such, dismissal from employment was too harsh and incommensurate to his infractions. According to the CA, admonition, warning, reprimand or suspension would have been sufficient punishment for Betonio. The CA likewise opined that DMFPPI should have taken into account the recommendation of the Administrative Committee to dismiss the charges against Betonio.

Lastly, the CA found that Betonio's termination was made without due process of law. According to the CA, Betonio was informed of his termination from employment as early as June 1, 2010. Having been notified of his dismissal on June 1, 2010, the issuance of his Show Cause Memo dated June 22, 2010; the subsequent creation of Administrative Committee; and the hearing conducted on July 1, 2010 were empty ceremonies to show compliance with due process of law. All told, the CA held DMFPPI liable for illegally dismissing Betonio.

DMFPPI moved for a reconsideration<sup>27</sup> of the CA's Decision, but it was denied on February 16, 2016.<sup>28</sup>

Hence, the instant petition.

DMFPPI imputes error on the part of the CA in affirming the November 20, 2012 and February 27, 2013 Resolutions of the NLRC in favor of Betonio. It argues that even if Betonio cannot be dismissed on the ground of gross and habitual neglect of duty, he may be terminated on the ground of loss of trust and confidence as he was a senior manager of DMFPPI.

DMFPPI contends that Betonio's breach of trust and confidence was amply proven by substantial evidence, which consisted of the Affidavits of its General Manager, its HR Manager, and the Senior Director for Banana Production. Likewise, DMFPPI maintains that the

<sup>25</sup> *Id.* at 649-664.

<sup>26</sup> *Id.* at 663.

<sup>27</sup> *Id.* at 665-690.

<sup>28</sup> *Id.* at 710-716; penned by Associate Justice Rafael Antonio M. Santos with Associate Justices Maria Filomena D. Singh and Perpetua T. Atal-Paño.

emails, reports, and complaints of some of its employees and clients established Betonio's incompetence—a ground for it to lose trust and confidence in Betonio.

The core issues at hand are the following:

1. Whether or not Betonio was legally dismissed on the ground of loss of trust and confidence; and
2. Whether or not his dismissal was made with due process of law

The Court finds merit in the petition.

At the outset, it is to be emphasized that the Court is not a trier of facts; thus, its jurisdiction is limited only to reviewing errors of law. The rule, however, admits of certain exceptions, one of which is where the findings of fact of the quasi-judicial bodies and the appellate court are contradictory.<sup>29</sup> Considering the divergent positions of the NLRC and the CA in this case, the Court deems it necessary to review, re-evaluate, and re-examine the evidence presented and draw conclusions therefrom.

After a thorough examination of the records, the Court agrees with the findings and conclusion of the NLRC in the Decision dated December 29, 2011 that Betonio's dismissal from employment on the ground of loss of trust and confidence was valid.

It is well-settled that to justify a valid dismissal based on loss of trust and confidence, the concurrence of two conditions must be satisfied: (1) the employee concerned must be holding a position of trust and confidence; and (2) there must be an act that would justify the loss of trust and confidence.<sup>30</sup>

These two requisites are present in this case.

<sup>29</sup> *APQ Shipmanagement Co., Ltd. et al. v. Casañas*, 735 Phil. 300, 310 (2014).

<sup>30</sup> *Cadavas v. Court of Appeals*, G.R. No. 228765, March 20, 2019 citing *Vilchez v. Free Port Service Corp., et al.*, 763 Phil. 32, 39 (2015).



Anent the first requisite, it should be noted that Betonio was the Senior Manager for Port Operations of DMFPPI. In charge of the operations at the port, he was required to ensure that the correct volume and pack type of bananas were promptly and accurately loaded on the vessels for specific market destinations. For this purpose, Betonio was expected to regularly prepare a stowage plan for each vessel, taking into account different data coming from various departments of DMFPPI—such as the Production Planning Department and the Banana Production Department. For the Production Planning Department to know how much boxes of fruits were to be harvested and delivered to the port, Betonio needed to provide them data on the total volume of fruits he had actually loaded on the vessels. For other departments to be able to monitor the accurate and timely shipment of bananas to specific markets, Betonio also needed to regularly and promptly supply information on them. In cases of deviation from the normal standard procedure in the port, Betonio should promptly report the deviation to all concerned departments in order for the affected market to make the necessary arrangements to address the changes. Betonio also needed to ascertain that bananas which were not for immediate loading to the vessel be at once placed in the cold storage to preserve their quality, to avoid deterioration.

From the foregoing, Betonio, as the Senior Manager for Port Operations of DMFPPI, was expected to be always on top of any situation that may occur at the port. Such intricate position undoubtedly required the full trust and confidence of DMFPPI. Indubitably, Betonio, held a position of trust and confidence in the company.

As to the second requisite, that there must be an act that would justify the loss of trust and confidence, the degree of proof required in proving loss of trust and confidence differs between a managerial employee and a rank and file employee.<sup>31</sup> In *Lima Land, Inc., et al. v. Cuevas*,<sup>32</sup> the Court distinguished between managerial employees and rank-and-file personnel insofar as terminating them on the basis of loss of trust and confidence; thus:

But as regards a managerial employee, the mere existence of a basis for believing that such employee has breached the trust of his employer would suffice for his dismissal. x x x<sup>33</sup>

<sup>31</sup> *SM Development Corp. v. Ang*, G.R. No. 220434, July 22, 2019.

<sup>32</sup> 635 Phil. 36 (2010).

<sup>33</sup> *Id.* at 49 citing *Triumph International (Philis.), Inc. v. Apostol, et al.*, 607 Phil. 157, 174 (2009).

As firmly entrenched in our jurisprudence, loss of trust and confidence, as a just cause for termination of employment, is premised on the fact that an employee concerned holds a position where greater trust is placed by management and from whom greater fidelity to duty is correspondingly expected. The betrayal of this trust is the essence of the offense for which an employee is penalized.

It must be noted, however, that in a plethora of cases, this Court has distinguished the treatment of managerial employees from that of rank-and-file personnel, insofar as the application of the doctrine of loss of trust and confidence is concerned. Thus, with respect to rank-and-file personnel, loss of trust and confidence, as ground for valid dismissal, requires proof of involvement in the alleged events in question, and that mere uncorroborated assertions and accusations by the employer will not be sufficient.<sup>34</sup>

Set against these parameters, Betonio's employment, as DMFPPI's Senior Manager for Port Operations, may be terminated for breach of trust under Article 312[297](c) of the Labor Code of the Philippines (Labor Code).

As earlier discussed, Betonio was not an ordinary company employee. His position as DMFPPI's Senior Manager for Port Operations was clearly a position of responsibility demanding an extensive amount of trust from DMFPPI. The proper operation of port activities depended mainly on his strict compliance with the protocols, and his prompt and regular coordination with the other departments. Significantly, the nature of goods which Betonio was tasked to handle for DMFPPI were all fresh fruits which were extremely perishable in nature. On account of this, time was certainly of the essence in loading them on the vessels or storing them in cold storage.

However, Betonio failed to properly manage the port. The General Manager of DMFPPI, Mr. Guido Bellavita (Mr. Bellavita), noticed the problems that transpired in the operation of the port, to wit: (1) inaccurate loading/shipment of fruits on the vessels; (2) delay in the loading of fruits in the cold storage; (3) fruit overstay in the cold storage; and (4) erroneous reporting to the other departments. According to Mr. Bellavita's Affidavit<sup>35</sup> dated October 22, 2010, the above problems were deviations from the normal procedure that could have been avoided through close monitoring of port activities and constant communication

<sup>34</sup> *Id.* at 48. Citations omitted.

<sup>35</sup> *Rollo*, Volume 1, pp 129-133.

with the other departments. As Betonio's lapses affected not only the operations of the port, but also DMFPPI's market, Mr. Bellavita called the attention of Betonio to address the problems. However, despite this, the same problems recurred.

DMFPPI's Senior Director for Banana Production, Mr. Juan Carlos Arredondo (Mr. Arredondo), likewise, noticed similar lapses and inefficiencies on the part of Betonio. In his Affidavit<sup>36</sup>, he told that: (1) the loading capacity of the vessels were not maximized by Betonio; (2) he was heavily dependent on his subordinates and not fully cognizant of what was going on in his department; and (3) whenever problems would occur in the port, Betonio was quick to come up with convenient excuses by pointing the blame on others instead of taking full responsibility for the lapses of his department.

In fact, beginning April 2010, the HR Department of DMFPPI received reports/complaints about Betonio's inefficiencies in the operation of the port. The reports/complaints came from managers and directors of different departments of DMFPPI, the market of Del Monte International in Japan, and the local growers of DMFPPI. This was reported by no less than the HR Manager of DMFPPI.

One of Betonio's gross transgressions was the discrepancy between the fruits ordered by the clients in Japan and those he actually shipped. In one instance, Betonio shipped 948 boxes of fruits to Japan when only 216 boxes were ordered. Also, Betonio only shipped 93 boxes to Moji, Japan when the order was 864 boxes. This incident resulted in substantial monetary damages to DMFPPI, not to mention the damage it caused to DMFPPI's reputation and standing in the market. General Manager Bellavita attested to the prejudice suffered by DMFPPI due to Betonio's failure to maximize the vessel's loading capacity, and the mix up in the loading and shipment of bananas to the Japan market, viz.:

6.4. The lapses and inefficiencies of Mr. Betonio and his department resulted in extra costs to DMFPPI and DMFII. His failure to maximize the loading capacity of vessels by as much as 10,000 boxes of bananas per vessel had deprived DMFII of the corresponding income that those excluded bananas would have fetched in the market. Not only that, the fewer boxes of bananas shipped had effectively increased the cost of each box of bananas actually

<sup>36</sup> *Id.* at 147-148.

delivered to the markets. Likewise, the grossly erroneous mix-up in the loading of bananas had completely upset DMFII's contractual obligations with its market in Japan.<sup>37</sup>

The infractions of Betonio were duly set forth in the Show Cause Memo issued to him, charging him with gross and habitual neglect of duties and breach of trust and confidence. For the CA, the 12 infractions committed by Betonio from April 2010 until June 2010 were not habitual; hence, he should only be meted out an admonition, warning, reprimand or suspension. According to the CA, dismissal from employment was too harsh and incommensurate to the infractions committed by Betonio.

We disagree.

It has long been established that an employer cannot be compelled to retain an employee who is guilty of acts inimical to his interests,<sup>38</sup> especially when circumstances exist justifying loss of confidence to the employee. This is more so in cases involving managerial employees or personnel occupying positions of responsibility, such as Betonio's position. In *Jumud vs. Hi-Flyer Food, Inc. and/or Montemayor*,<sup>39</sup> the Court held:

x x x In breach of trust and confidence, so long as it is shown that there is some basis for management to lose its trust and confidence, and that the dismissal was not used as an occasion for abuse, as a subterfuge for causes which are illegal, improper, and unjustified and is genuine, that is, not a mere afterthought intended to justify an earlier action taken in bad faith, the free will of management to conduct its own business affairs to achieve its purpose cannot be denied.<sup>40</sup>

In this case, it cannot be disputed that Betonio committed lapses and inefficiencies in the performance of his duty as DMFPPI's Senior Manager for Port Operations. While there may be a debate whether his negligence was gross and habitual, the factual background of the case undoubtedly shows that he breached his duties as to be unworthy of the trust and confidence of DMFPPI. After an assiduous review of the facts

<sup>37</sup> *Id.* at 131-132.

<sup>38</sup> *SM Development Corp. v. Ang*, *supra* note 31.

<sup>39</sup> 672 Phil. 730 (2011).

<sup>40</sup> *Id.* at 743.

as contained in the records, the Court is convinced that Betonio was validly dismissed on the ground of DMFPPI's loss of trust and confidence on him.

Finally, although there was a just cause for Betonio's dismissal, he was not afforded procedural due process. Under the internal rules of DMFPPI, the administrative committee will first come up with a recommendatory report on the case of Betonio; that if the top management disagrees with the committee's recommendation, they will reconvene to discuss the decision to be adopted.

While the administrative committee found Betonio to be inefficient and ineffectual in the operation of the port, it opined that his lapses were not enough for his dismissal. Consequently, the top management disagreed to the administrative committee's recommendation. However, instead of reconvening with the administrative committee to discuss the final decision to be adopted on Betonio's case, DMFPPI unilaterally proceeded to terminate Betonio's employment. This deprived Betonio of his last chance to be heard by DMFPPI.

Following the prevailing jurisprudence on the matter, if the dismissal is based on a just cause, then the noncompliance with the procedural due process should not render the termination from employment illegal or ineffectual.<sup>41</sup> Instead, the employer must indemnify the employee in the form of nominal damages. The law and jurisprudence allow the award of nominal damages in favor of an employee in a case where a valid cause for dismissal exists but the employer fails to observe due process in dismissing the employee.<sup>42</sup> Considering all the circumstances surrounding this case, the Court finds the award of nominal damages in the amount of P30,000.00 to be in order.

While We uphold the dismissal of Betonio, the Court, as a measure of social justice and equitable concession, grants financial assistance to him. As a general rule, an employee who has been dismissed for any of the just causes enumerated under Article 297[282] of the Labor Code is not entitled to separation pay. However, by way of exception, separation pay or financial assistance may be

<sup>41</sup> *SM Development Corp. v. Ang*, *supra* note 31.

<sup>42</sup> *Id.*

granted to an employee who was dismissed for a just cause as a measure of social justice or on grounds of equity.<sup>43</sup> The Court thoroughly discussed this concept in *Solid Bank Corp. v. NLRC, et al.*<sup>44</sup>

Applying in this case the concept of equity or the principle of social and compassionate justice to the cause of labor, the Court agrees with the NLRC, in the Decision dated December 29, 2011, that Betonio is entitled to separation pay as a measure of financial assistance—equivalent to one month salary for every year of service, a fraction of at least six months being considered as one whole year. This is in consideration of the fact that Betonio's dismissal was not due to any act attributable to his moral character.

**WHEREFORE**, the instant petition is **GRANTED**. The Decision dated May 13, 2015 and Resolution dated February 16, 2016 of the Court of Appeals in CA-G.R. SP No. 05508-MIN are **REVERSED** and **SET ASIDE**. The Decision dated December 29, 2011 of the National Labor Relations Commission is hereby **REINSTATED**. For noncompliance with procedural due process, the petitioner Del Monte Fresh Produce (Phil.), Inc. is **ORDERED** to pay respondent Reynaldo P. Betonio nominal damages in the amount of ₱30,000.00.

**SO ORDERED.**

  
**HENRI JEAN PAUL B. INTING**  
*Associate Justice*

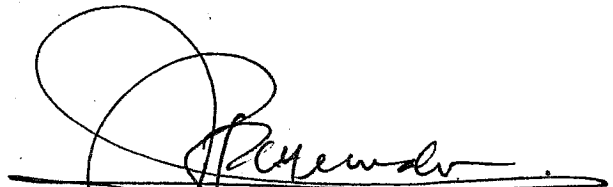
WE CONCUR:

(On official business)  
**ESTELA M. PERLAS-BERNABE**  
*Senior Associate Justice*  
*Chairperson*

<sup>43</sup> *Security Bank Savings Corp., et al. v. Singson*, 780 Phil. 860, 867 (2016).

<sup>44</sup> 631 Phil. 158 (2010).

*Reyes*  
**ANDRES B. REYES, JR.**  
*Associate Justice*

  
**RAMON PAUL L. HERNANDO**  
*Associate Justice*

(on official leave)  
**RODIL V. ZALAMEDA**  
*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.

*Reyes*  
**ANDRES B. REYES, JR.**  
*Associate Justice*  
*Acting Chairperson*

**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.

  
**DIOSDADO M. PERALTA**  
*Chief Justice*