

EIGHTH DIVISION

[CA - G.R. SP No. 127802, May 27, 2014]

ALAMO TRANSPORT LEASING SERVICES, INC., RONALD CLAVANO/VALENTINO MARQUEZ, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION AND JOYLYN CAPINPIN, RESPONDENTS.

D E C I S I O N

LOPEZ, J.:

The existence of a just cause for dismissal is the main issue in this Petition for *Certiorari* assailing the August 28, 2012 Resolution of the National Labor Relations Commission.

The antecedents follow.

Alamo Transport Leasing Services, Inc. (Company), a domestic firm engaged in the business of transporting hotel and airport passengers, hired Joylyn Capinpin (Capinpin) as a rental sales agent whose task includes collection of fees, preparation of receipts and remittance of the proceeds on a daily basis.^[1]

On January 6, 2012, the Company received a report of overpricing where Capinpin allegedly collected P1,600.00 from a passenger but issued a receipt for only P900.00.^[2] During the investigation, Capinpin submitted a handwritten letter admitting the incident and asking for pardon.^[3] Later, on January 20, 2012, the Company terminated the services of Capinpin on grounds of dishonesty and breach of trust.^[4]

Aggrieved, Capinpin filed a complaint for illegal dismissal before the Arbitration Branch of the National Labor Relations Commission. She vehemently denied the alleged unreported sales and countered that the Company coerced her into admitting the overpricing incident.^[5] On the other hand, the Company averred that Capinpin was terminated for a valid cause.^[6]

In a Decision dated May 30, 2012, the Labor Arbiter dismissed the complaint for lack of merit and declared that Capinpin was guilty of violating the company rules on acts of dishonesty.^[7] On appeal, however, the NLRC reversed the Arbiter's findings and ruled that the alleged breach of trust was unsubstantiated. It also disregarded the letter of Capinpin where she admitted the fraud since it was executed after the Company's incessant threats and intimidation. Lastly, it awarded full backwages and separation pay, in lieu of reinstatement, due to strained employment relationship.^[8] Unsuccessful at a reconsideration,^[9] the Company filed this petition for *certiorari* ascribing grave abuse of discretion on the NLRC.^[10]

Prefatorily, We stress that the work of salesmen exposes them to voluminous financial transactions involving the employer's goods. They are highly individualistic personnel who have to be trusted and left essentially on their own.^[11] Indeed, Capinpin as a rental sales agent occupied a position of trust. She had direct access to company assets and property with a degree of independence in terms of cash collections from customers including the issuance of the corresponding receipts. Hence, she was bound by more exacting work ethics^[12] and fidelity to the trust reposed in her. She was also required to observe proper procedures and exercise utmost diligence in the fulfillment of her duty as it relates closely to the financial interests of the company.^[13]

Corollarily, law^[14] and jurisprudence have long recognized the right of an employer to dismiss employees by reason of loss of trust and confidence.^[15] The rules applicable to fiduciary employees, however, are not necessarily the same as those of ordinary employees.^[16] Generally, the employer is allowed a wider latitude of discretion in terminating the employment of fiduciary employees, and proof beyond reasonable doubt is not required. Sufficient basis that the employee has breached the trust of his employer justifies the dismissal.^[17]

In this case, reasonable ground exists that Capinpin committed acts which rendered her absolutely unworthy of trust and confidence.^[18] She admitted collecting P1,600.00 from a passenger but issuing a receipt for only P900.00. She even apologized for her behavior and promised not to commit a similar violation. What further fortify the charge of dishonesty are the testimonies of the monitoring dispatcher and the driver on the details of the overpricing. Verily, Capinpin's direct participation in the fraud was more than sufficient to sow in her employer the seed of mistrust^[19] rendering her continuance in the sensitive fiduciary position patently inimical to the Company's interest.^[20]

Nevertheless, the NLRC held that there was no substantial evidence to prove the charge of dishonesty and considered Capinpin's handwritten letter as uncounselled confession. On this point, We find grave abuse of discretion. It bears emphasis that the right to counsel applies only to admissions made in criminal proceedings but not to those made in administrative investigations.^[21] Notably, the written statement was given during an administrative inquiry conducted by the Company in connection with an anomaly that Capinpin allegedly committed in the course of her employment. No error can therefore be attributed to the Labor Arbiter in admitting in evidence and in giving due consideration to the letter as there is no constitutional restraint for its admissibility.

At any rate, Capinpin's attempt to prove that her admission was merely coerced by the Company is just an afterthought for there is nothing in the records that would support her claim of duress. It is settled that a confession or admission is presumed voluntary until the contrary is proved and the confessant bears the burden of proving otherwise.^[22] Capinpin failed to overcome this presumption. On the contrary, her written statement was found to have been executed freely and consciously. The statement reflects spontaneity and coherence which cannot be associated with an intimidated mind.

In sum, Capinpin was dismissed for just cause in issuing a false receipt and not remitting proper payment. Such acts of dishonesty constitute clear betrayal of trust