

THIRD DIVISION

[G.R. No. 123354. November 19, 1996]

PHIL. INTEGRATED LABOR ASSISTANCE CORPORATION, *petitioner*, vs. NATIONAL LABOR RELATIONS COMMISSION AND LEONORA L. DAYAG, *respondents*.**R E S O L U T I O N****FRANCISCO, J.:**

Dissatisfied with her income as a DSWD^[1] social worker, Leonora Dayag^[2] applied with petitioner Philippine Integrated Labor Assistance Corporation (PHILAC) for employment abroad.^[3] After complying with the requirements for overseas employment,^[4] Dayag paid a placement fee of P22,500 on five different occasions. PHILAC, however, did not issue complete receipts covering such payments informing Dayag that such receipts are unnecessary because the payments were recorded in a log book.^[5]

On January 11, 1992, Dayag signed an employment contract^[6] with PHILAC providing for a fixed two-year term as a domestic helper/babysitter in Hongkong with a monthly salary of HK\$3,200 and an allowance of HK\$20/day.^[7] She left for Hongkong on May 7, 1992 and started working the following day as the domestic helper of Roger Chan Chan Hongs family. On the seventh day of her work, Dayag was suddenly told by Mr. Hongs wife to pack-up and leave at once. She was given HK\$750 for the services rendered.^[8] Upon her return, Dayag filed a complaint for illegal dismissal, illegal exaction for non-issuance of receipts and payment of HK\$76,000 (salary and allowance) for the unexpired portion of the contract with the Philippine Overseas Employment Agency (POEA). PHILAC countered that Dayags dismissal was for cause due to dishonesty and misrepresentation in her application that she was previously employed as a househelper^[9] and that she is an experienced baby sitter thereby allegedly exposing Mr. Hongs baby to risks.^[10]

The POEA found that Dayag was dismissed without cause and ordered PHILAC to pay her HK\$76,053.18 or its peso equivalent for the unexpired portion of the contract.^[11] PHILAC appealed to the National Labor Relations Commission (NLRC) but limited its appeal on the award of salary for the unexpired portion of the employment contract.^[12] the appeal was dismissed.^[13] Hence, this petition imputing grave abuse of discretion on the part of public respondent NLRC for affirming the findings of facts and conclusion of the POEA which are not supported by substantial evidence.^[14] Alternatively, PHILAC contends that its liability is limited only to a 15-day salary of the employee under Article 149 of the Labor Code and not to the salary corresponding to the unexpired portion of the employment contract.

The petition has no merit. The findings of the POEA that Dayag was dismissed without just

cause can no longer be reviewed. It is already final considering that PHILAC limited its appeal to the NLRC only on the monetary award. Besides, findings of the facts of the POEA and the NLRC, as *quasi-judicial* bodies exercising particular expertise, are accorded great respect and even finality if supported by substantial evidence.^[15] Our review of the records failed to convince us that the assailed findings of the agencies below are not supported by substantial evidence. Furthermore, PHILAC has the burden of proving that the dismissal of Dayag was for a just or lawful cause,^[16] which burden PHILAC failed to discharge.

Philacs alternative argument that its liability is limited to a 15-day salary instead of that corresponding to the unexpired portion of the contract, is not correct. Article 149 of the Labor Code states:

ART. 149. Indemnity for unjust termination of services if the *period of household service is fixed*, neither the employer nor the househelper may terminate the contract before the expiration of the term, except for a just cause. If the househelper is *unjustly dismissed*, he or she shall paid the compensation already earned plus that for fifteen (15) days by way of *indemnity*.

If the househelper leaves without justifiable reason, he or she shall forfeit any unpaid salary due him or her not exceeding fifteen (15) days.

The 15-day salary is awarded in the form of an indemnity due to unjust dismissal, i.e., dismissal without just cause and notice and before the lapse of the contract term. The amount is in addition to and not a substitute for the househelpers salary for the unexpired portion of the contract. The salary for the unexpired portion of the contract, as a settled rule, is awarded as a result of the violation of her security of tenure under the contract term.^[17]

Moreover, the employment contract states:

12(a) In the event of either party wishing to terminate this Contract prior to the expiry of this Contract, the initiating party shall give in writing to the other party ONE months/months notice or forfeit ONE months/month wages in lieu of notice. In the case of the former, both the Employer and the Helper shall within seven working days following notice of termination of the Contract inform the Director of Immigration and the Commissioner for Labor of the date of termination. In the case of the latter, the written notification should be made within one working day. In both cases, the Employer shall provide to the Director of Immigration of a copy of the written advice or termination or notice of termination of the Contract given to the helper.

(b) Notwithstanding the provision of Clause 12(a), the employer may in *writing*, terminate contract *without notice or payment in lieu of notice* x x x.^[18]

which clearly shows the intention of the contracting parties to provide for a payment or indemnify in case the employer terminates the services of the employee without notice. And while the amount and nature thereof was not specified in the contract, resort can be had to Article 149 of the Labor Code under the settled principle that laws are deemed incorporated in the contract without need for the parties expressly making reference to them,^[19] especially laws affecting public policy, as in this case. Petitioners interpretation of the word payment under clause 12(b) to refer to the salary for the unexpired portion of the contract is therefore misplaced. The payment contemplated by the parties in their contract is more in the concept of a penalty or damages arising from the manner of the dismissal. In any event, ambiguities in a contract are interpreted against the party that caused the ambiguity,^[20] which in this case is PHILAC, the party that drafted and caused the inclusion of the subject clause.

Petitioner, as the recruiter and agent of the foreign employer, is solidarily liable with the latter

for such violations and for the corresponding award.^[21] However, considering that Dayag failed to appeal the monetary award given by the POEA, we cannot therefore grant her the additional affirmative relief constituting the 15-day indemnity award^[22] award which the POEA and the NLRC failed to grant.

ACCORDINGLY, finding no grave abuse of discretion, this petition is DISMISSED, and the decision appealed from is AFFIRMED.

SO ORDERED.

Narvasa, C.J., (Chairman), Davide, Jr., Melo, and Panganiban, JJ., concur.

^[1] Department of Social Welfare and Development.

^[2] A graduate of St. Paul University, Tuguegarao, Cagayan with a degree of B.S. in Social Work.

^[3] *Rollo*, p. 123.

^[4] She passed two interview and attended seminars at the POEA and PHILAC.

^[5] *Rollo*, p. 124.

^[6] Annex 5, *Rollo*, p. 70.

^[7] *Rollo*, p. 125.

^[8] *Rollo*, p. 127.

^[9] Petition, p. 20, *Rollo*, p. 28.

^[10] *Rollo*, p. 31.

^[11] *Rollo*, p. 94.

^[12] PHILACs memorandum of Appeal to the NLRC, Annex G, *Rollo*, p. 95.

^[13] *Rollo*, p. 134.

^[14] Petition, p. 8; *Rollo*, p. 16.

^[15] *Reno Foods, Inc. vs. NLRC*, 249 SCRA 379; *Marcelo vs. NLRC*. 310 Phil. 891.

^[16] See: *Magnolia Corporation vs. NLRC*, 250 SCRA 332.

^[17] *Anderson vs. NLRC*, G.R. 111212, Jan 22, 1996; *Agoy vs. NLRC*, G.R. 112096, Jan. 30, 1996; *Western Shipping Agency vs. NLRC* G.R. 109717, Feb. 9, 1996; *Tierra International vs. NLRC* G.R. 101825, April 2, 1996; *Cuales vs. NLRC*, 121 SCRA 812; *A.M. Oreta vs. NLRC*, 176 SCRA 218; *Teknika Skills and Trade Services, Inc. vs. NLRC*; 212 SCRA 132; *Philippine Manpower Services, Inc. vs. NLRC*, 224 SCRA 691.

^[18] Annex 3, *Rollo*, p. 50.

^[19] See: *Lakas ng Manggagawang Makabayan vs. Abiera*, 36 SCRA 437; *Boman Environmental Devt. Corp vs. Court of Appeals*, 167 SCRA 540.

^[20] Article 1377, New Civil Code; *Gonzales vs. La Provisora Filipina*, 74 Phil. 165; *Government of the Philippines vs. Derham Bros.*, 36 Phil. 960.

^[21] Sec. 1. Rule II, Book II of the POEA Rules and Regulations; See also *Teknika Skills* case, *supra*.

^[22] See: *Medida vs. CA*, 208 SCRA 887; *Nessia vs. Fermin*, 220 SCRA 617; *Dizon vs. NLRC*, 181 SCRA 472; *SMI Fish Industries, Inc. vs. NLRC*, 213 SCRA 444; *Makati Haberdashery, Inc. vs. NLRC*, 179 SCRA 448.