

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.**

RESOLUTION

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 Hong's family. On the seventh day of her work, Dayag was suddenly told by Mr. Hong's 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 Dayag's 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. Hong's 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.

Philac's 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 househelper's 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 month's/months notice or forfeit ONE month's/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,