

SIGMA PERSONNEL SERVICES, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, PHILIPPINE OVERSEAS EMPLOYEE ADMINISTRATION AND SUSAN SUMATRE, RESPONDENTS.

G.R. No. 108284. June 30, 1993

Ponente: CRUZ, J.

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CRUZ, J.:

Susan Sumatre was full of hope and anticipation when she enplaned for a foreign land to work as a domestic. Before her spread the promise of a new life, with all the enticements of a future bright with the prospect of prosperity and even happiness. But all this fled in a cruel twinkling. Hardly two weeks after she left, she was back in this country, broken of body and mind and with nothing but bitter memories of her misadventure.

Petitioner Sigma Personnel Services is a duly licensed recruitment agency authorized by the POEA to recruit and deploy workers for land-based overseas employment.[1] Private respondent Sumatre was recruited by one Marife Carandang for employment as a domestic helper in Abu Dhabi, United Arab Emirates. Carandang was the Vice President and Executive Officer of SPM Integrated Services.[2] However, she filed and processed Sumatre's application for overseas employment with Sigma.[3]

The evidence shows that Sumatre paid the placement fee of P11,500.00 to Carandang. A travel exit pass was issued with Sigma as the stated recruiting agency.[4] On August 1, 1987, Sumatre was deployed to Abu Dhabi, to be employed with the National Center for Commercial Relations and Services (NCCRS).

Sumatre was met by Querisi-al-Harira, the owner of NCCRS, who assigned her to a foreign employer. This employer mauled and beat her up and even possibly raped her. Thereafter, Harira took Sumatre back, locked her up in a room for several days without any food, and subjected her to physical abuse.[5]

Two weeks after Sumatre arrived in Abu Dhabi, she was repatriated to the Philippines, allegedly due to schizophreniform disorder. Upon her return, she underwent medical and physical examinations at the Camp Crame laboratory and was found with contusions on her left arm.[6] Mental examination at the National Center for Mental Health resulted in the following findings:[7]

The patient has no history of previous psychiatric confinement. She was apparently doing well before she left for Saudi Arabia in July, 1987 to work as a domestic help on a 2 year-contract. She came home unexpectedly last August 14, 1987 accompanied by MIA Security guards. She was talking incoherently but repeatedly verbalized that she was raped and harassed by her boss. She also refused to eat and had to be spooned. These, together with the other presenting problems promoted the family to bring the patient for consultation on August 15, 1987.

When first seen at the Out-Patient Service, she was fairly kempt, restless but manageable. She was irrelevant with her responses but claimed that she was a contract worker and she was raped. No details were given. Affect was expansive. No meaningful interview was established during the first visit. She was given Inapsine Injection, Thorazine, 100 mg. BID and all impression of Brief Reactive Psychoses was given.

On March 9, 1988, Sumatre's sister, Cynthia Sumatre, filed a complaint against Sigma and SPM Services with the POEA for payment of unpaid salaries of US\$150/month for the unworked and entire duration of her 2-year contract.

Sigma denied that Sumatre had been illegally dismissed and claimed that she did not pass her probationary period of employment; besides, she was repatriated because she was suffering from schizophreniform disorder. The petitioner also questioned the capacity to sue of the complainant's sister. Furthermore, it alleged that as there was no implied agency between SPM Services and Sigma, it could not be held solidarily liable with SPM for the unpaid salaries of the complainant.

The POEA ruled in favor of the complainant and ordered SPM Services and Sigma to solidarily pay the complainant her salaries for 2 years amounting to US\$4,800.00 or its peso equivalent at the time of payment. They were also required to pay 5% of the total award as and by way of attorney's fees.[8]

On appeal, this decision was affirmed by the NLRC.[9] It is now faulted for grave abuse of discretion in this special civil action for certiorari.

The basic issue before the Court is whether or not Sumatre had been illegally dismissed, in light of the petitioner's contention that the private respondent was a mere probationary employee who was, on top of this status, mentally unsound.

Article 281 of the Labor Code provides that the services of an employee who has been engaged on a probationary basis may be terminated for a just cause, or when he fails to qualify as a regular employee in accordance with reasonable standards made known by the employer to the employee at the time of his engagement.

The second ground is not an issue as Sumatre was repatriated after only two weeks. We are concerned only with the legality of her dismissal, which it is claiming was justified because of her behavior when she was in Abu Dhabi.

Article 284 of the Labor Code provides:

An employer may terminate the services of an employee who has been found to be suffering from any disease and whose continued employment is prohibited by law or is prejudicial to his health as well as to the health of his co-employees: Provided, That he is paid separation pay equivalent to at least one (1) month salary or to one-half (1/2) month salary for every year of service, whichever is greater, a fraction of at least six (6) months being considered as one (1) whole year.

This ground was created by the foreign employer in this case. The report of her mental examination showed that she had "no history of previous psychiatric confinement. She was apparently doing well before she left for Saudi Arabia and Abu Dhabi, in July 1987." [10] Apparently, she became schizophrenic because of her maltreatment by her employer. The theory that the injuries of the private respondent were self-inflicted as a result of her schizophrenia has not been substantiated. It is a mere surmise that cannot overcome her positive declaration, as supported by medical findings, that she was mauled and beaten up by her employer abroad. In termination cases, the burden of proof is on the employer.[11] This burden has not been discharged by Sigma.

Section 2(e), Rule V, Book I of the Omnibus Rules implementing the Labor Code requires a private employment agency to assume all responsibilities for the implementation of the contract of employment of an overseas worker.[12] Section 10 (a) (2) of the same Rule provides that a private employment agency can be sued jointly and severally with the principal or foreign-based employer for any violation of the recruitment agreement or the contract of employment.[13] This provision is also substantially reiterated in Section 1(f) (3) of Rule II, Book II of the POEA Rules and Regulations.[14]

The private respondent having been illegally dismissed and not paid the wages due her from the foreign employer, the liabilities arising as a consequence thereof shall attach to Sigma. Although Sumatre filed her application with and paid the placement fee to Carandang. Sumatre's papers were processed by Sigma. Sigma appears in fact to have deployed Sumatre, if she did not also recruit her, and so is solidarily liable with the foreign-based employer for Sumatre's claims.

The issue of whether or not the private respondent was indeed maltreated is a question of fact. The factual findings of administrative bodies are as a rule binding on this Court, subject to certain established exceptions.[15] The findings of the NLRC and the POEA will not be reversed by this Court without a showing that they fall under the exceptions.

The petitioner's contention that Cynthia Sumatre has no capacity to sue is devoid of merit. Cynthia Sumatre filed the complaint in behalf of her sister Susan as a real party in interest, conformably to Section 2 of Rule 3 of the Rules of Court. The private respondent issued a special power of attorney in favor of Cynthia Sumatre, not to mention the fact that Susan Sumatre herself attended all the hearings of the case. It is also stressed that in labor cases, simplification of procedure, without regard to technicalities and without sacrificing the fundamental requisites of due process, is mandated to insure the speedy administration of justice.[16]

Back wages are granted for earnings a worker has lost due to his illegal dismissal. We have held that an employer is obliged to pay an illegally dismissed employee the whole amount of salaries plus all other benefits and bonuses and general increases to which the latter would have been normally entitled had he not been dismissed.[17] There is no reason for not applying this rule in the case at bar.

The plight of Susan Sumatre illustrates only too starkly the perils many of our womenfolk have to hazard, and endure, at the hands of foreign employers who find them easy and defenseless prey. It is hoped that the time will come when they will not have to seek their fortunes abroad in their quest for a better life, finding prosperity and peace in their own land and in the bosom of their family and friends.

WHEREFORE, the petition is DISMISSED for lack of a clear showing that the questioned resolution is tainted with grave abuse of discretion. Costs against the petitioner.

SO ORDERED.

Griño-Aquino, Bellosillo, and Quiason, JJ., concur.

[1] Rollo, p. 11.

[2] Rollo, p. 45.

[3] Rollo, p. 62.

[4] Rollo, p. 63.

[5] Rollo, p. 63.

[6] Rollo, p. 63.

[7] Rollo, p. 64.

[8] POEA decision, penned by the Administrator, Jose N. Sarmiento, July 2, 1990, pp. 50-51.

[9] NLRC decision penned by Commissioner Vicente S. E. Veloso, November 26, 1992, p. 35.

[10] Rollo, p. 64.

[11] Pan Pacific Industrial Sales Co., Inc. v. NLRC, 194 SCRA 633.

[12] Section 2, Application for license for overseas recruitment and placement - Every applicant for license to operate a private employment agency for overseas recruitment and placement shall submit to the Bureau, the following documents in support of the application:

x x x x x x

e) a verified undertaking to assume all responsibilities for the proper use of its license/authority and the implementation of the contracts of employment with the workers.

[13] Section 10, Requirement before recruitment - Before recruiting any worker, the private employment agency shall submit to the Bureau, the following documents:

a) A formal appointment or agency contract executed by a foreign-based employer in favor of the license holder to recruit and hire personnel for the former duly authenticated or attested by the Philippine Labor Attache or duly authorized Philippine foreign service official or, in his absence by any appropriate official, agency or organization in the country where the employer conducts his business. In case any of the foregoing documents is executed in the Philippines, the same may be authenticated by the duly authorized official of the Ministry of Foreign Affairs or of the employer's consulate or embassy or of the Ministry of Labor and Employment official as may be appropriate. Such formal appointment or recruitment agreement shall contain the following provisions, among others:

x x x x x x

2. Power of the agency to sue and be sued jointly and solidarily with the principal or foreign-based employer for any of the violations of the recruitment agreement and the contracts of employment.

[14] Section 1. Requirements for Issuance of License - Every applicant for license to operate a private employment agency or manning agency shall submit a written application together with the following requirements:

x x x x x x

f) a verified undertaking stating that the applicant:

x x x x x x

(3) shall assume joint and solidary liability with the employer which may arise in connection with the implementation of the contract, including but not limited to payment of wages, health and disability compensation and repatriation.

[15] Employees Association of the Philippine American Life Insurance Co., v. NLRC, 199 SCRA 628).

The established exceptions are as follows:

(a) the conclusion is a finding grounded on speculations, surmises and conjectures.

(b) the inferences made are manifestly mistaken, absurd or impossible.

(c) there is a grave abuse of discretion.

(d) there is misappreciation of facts, and

(e) the court, in arriving at its findings, went beyond the issues of the case and the same are contrary to the admission of the parties or the evidence presented (*Ateneo de Manila University vs. Court of Appeals*, 145 SCRA 100).

[16] *Robusta Agro Marine Products, Inc. v. Gorombalem*, 175 SCRA 93.

[17] *St. Louis College of Tuguegarao v. NLRC*, 177 SCRA 151.

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