

THIRD DIVISION

[G.R. NO. 157010, June 21, 2005]

PHILIPPINE NATIONAL BANK, PETITIONER, VS. FLORENCE O. CABANSAG, RESPONDENT.

DECISION

PANGANIBAN, J.:

The Court reiterates the basic policy that all Filipino workers, whether employed locally or overseas, enjoy the protective mantle of Philippine labor and social legislations. Our labor statutes may not be rendered ineffective by laws or judgments promulgated, or stipulations agreed upon, in a foreign country.

The Case

Before us is a Petition for Review on Certiorari^[1] under Rule 45 of the Rules of Court, seeking to reverse and set aside the July 16, 2002 Decision^[2] and the January 29, 2003 Resolution^[3] of the Court of Appeals (CA) in CA-GR SP No. 68403. The assailed Decision dismissed the CA Petition (filed by herein petitioner), which had sought to reverse the National Labor Relations Commission (NLRC)'s June 29, 2001 Resolution,^[4] affirming Labor Arbiter Joel S. Lustria's January 18, 2000 Decision.^[5]

The assailed CA Resolution denied herein petitioner's Motion for Reconsideration.

The Facts

The facts are narrated by the Court of Appeals as follows:

"In late 1998, [herein Respondent Florence Cabansag] arrived in Singapore as a tourist. She applied for employment, with the Singapore Branch of the Philippine National Bank, a private banking corporation organized and existing under the laws of the Philippines, with principal offices at the PNB Financial Center, Roxas Boulevard, Manila. At the time, the Singapore PNB Branch was under the helm of Ruben C. Tobias, a lawyer, as General Manager, with the rank of Vice-President of the Bank. At the time, too, the Branch Office had two (2) types of employees: (a) expatriates or the regular employees, hired in Manila and assigned abroad including Singapore, and (b) locally (direct) hired. She applied for employment as Branch Credit Officer, at a total monthly package of \$SG4,500.00, effective upon assumption of duties after approval. Ruben C. Tobias found her eminently qualified and wrote on October 26, 1998, a letter to the President of the Bank in Manila, recommending the appointment of Florence O. Cabansag, for the position.

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"The President of the Bank was impressed with the credentials of Florence O. Cabansag that he approved the recommendation of Ruben C. Tobias. She then filed an 'Application,' with the Ministry of Manpower of the Government of Singapore, for the issuance of an 'Employment Pass' as an employee of the Singapore PNB Branch. Her application was approved for a period of two (2) years.

"On December 7, 1998, Ruben C. Tobias wrote a letter to Florence O. Cabansag offering her a temporary appointment, as Credit Officer, at a basic salary of Singapore Dollars 4,500.00, a month and, upon her successful completion of her probation to be determined solely, by the Bank, she may be extended at the discretion of the Bank, a permanent appointment and that her temporary appointment was subject to the following terms and conditions:

- '1. You will be on probation for a period of three (3) consecutive months from the date of your assumption of duty.
- '2. You will observe the Bank's rules and regulations and those that may be adopted from time to time.
- '3. You will keep in strictest confidence all matters related to transactions between the Bank and its clients.
- '4. You will devote your full time during business hours in promoting the business and interest of the Bank.
- '5. You will not, without prior written consent of the Bank, be employed in anyway for any purpose whatsoever outside business hours by any person, firm or company.
- '6. Termination of your employment with the Bank may be made by either party after notice of one (1) day in writing during probation, one month notice upon confirmation or the equivalent of one (1) day's or month's salary in lieu of notice.'

"Florence O. Cabansag accepted the position and assumed office. In the meantime, the Philippine Embassy in Singapore processed the employment contract of Florence O. Cabansag and, on March 8, 1999, she was issued by the Philippine Overseas Employment Administration, an 'Overseas Employment Certificate,' certifying that she was a bona fide contract worker for Singapore.

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"Barely three (3) months in office, Florence O. Cabansag submitted to Ruben C. Tobias, on March 9, 1999, her initial 'Performance Report.' Ruben C. Tobias was so impressed with the 'Report' that he made a notation and, on said 'Report': 'GOOD WORK.' However, in the evening of April 14, 1999, while Florence O. Cabansag was in the flat, which she and

Cecilia Aquino, the Assistant Vice-President and Deputy General Manager of the Branch and Rosanna Sarmiento, the Chief Dealer of the said Branch, rented, she was told by the two (2) that Ruben C. Tobias has asked them to tell Florence O. Cabansag to resign from her job. Florence O. Cabansag was perplexed at the sudden turn of events and the runabout way Ruben C. Tobias procured her resignation from the Bank. The next day, Florence O. Cabansag talked to Ruben C. Tobias and inquired if what Cecilia Aquino and Rosanna Sarmiento had told her was true. Ruben C. Tobias confirmed the veracity of the information, with the explanation that her resignation was imperative as a 'cost-cutting measure' of the Bank. Ruben C. Tobias, likewise, told Florence O. Cabansag that the PNB Singapore Branch will be sold or transformed into a remittance office and that, in either way, Florence O. Cabansag had to resign from her employment. The more Florence O. Cabansag was perplexed. She then asked Ruben C. Tobias that she be furnished with a 'Formal Advice' from the PNB Head Office in Manila. However, Ruben C. Tobias flatly refused. Florence O. Cabansag did not submit any letter of resignation.

"On April 16, 1999, Ruben C. Tobias again summoned Florence O. Cabansag to his office and demanded that she submit her letter of resignation, with the pretext that he needed a Chinese-speaking Credit Officer to penetrate the local market, with the information that a Chinese-speaking Credit Officer had already been hired and will be reporting for work soon. She was warned that, unless she submitted her letter of resignation, her employment record will be blemished with the notation 'DISMISSED' spread thereon. Without giving any definitive answer, Florence O. Cabansag asked Ruben C. Tobias that she be given sufficient time to look for another job. Ruben C. Tobias told her that she should be 'out' of her employment by May 15, 1999.

"However, on April 19, 1999, Ruben C. Tobias again summoned Florence O. Cabansag and adamantly ordered her to submit her letter of resignation. She refused. On April 20, 1999, she received a letter from Ruben C. Tobias terminating her employment with the Bank.

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"On January 18, 2000, the Labor Arbiter rendered judgment in favor of the Complainant and against the Respondents, the decretal portion of which reads as follows:

'WHEREFORE, considering the foregoing premises, judgment is hereby rendered finding respondents guilty of Illegal dismissal and devoid of due process, and are hereby ordered:

1. To reinstate complainant to her former or substantially equivalent position without loss of seniority rights, benefits and privileges;
2. Solidarily liable to pay complainant as follows:

- a) To pay complainant her backwages from 16 April 1999 up to her actual reinstatement. Her backwages as of the date of the promulgation of this decision amounted to SGD 40,500.00 or its equivalent in Philippine Currency at the time of payment;
 - b) Mid-year bonus in the amount of SGD 2,250.00 or its equivalent in Philippine Currency at the time of payment;
 - c) Allowance for Sunday banking in the amount of SGD 120.00 or its equivalent in Philippine Currency at the time of payment;
 - d) Monetary equivalent of leave credits earned on Sunday banking in the amount of SGD 1,557.67 or its equivalent in Philippine Currency at the time of payment;
 - e) Monetary equivalent of unused sick leave benefits in the amount of SGD 1,150.60 or its equivalent in Philippine Currency at the time of payment.
 - f) Monetary equivalent of unused vacation leave benefits in the amount of SGD 319.85 or its equivalent in Philippine Currency at the time of payment.
 - g) 13th month pay in the amount of SGD 4,500.00 or its equivalent in Philippine Currency at the time of payment;
3. Solidarily to pay complainant actual damages in the amount of SGD 1,978.00 or its equivalent in Philippine Currency at the time of payment, and moral damages in the amount of PhP 200,000.00, exemplary damages in the amount of PhP 100,000.00;
4. To pay complainant the amount of SGD 5,039.81 or its equivalent in Philippine Currency at the time of payment, representing attorney's fees.

SO ORDERED.” ^[6] [Emphasis in the original.]

PNB appealed the labor arbiter's Decision to the NLRC. In a Resolution dated June 29, 2001, the Commission affirmed that Decision, but reduced the moral damages to P100,000 and the exemplary damages to P50,000. In a subsequent Resolution, the NLRC denied PNB's Motion for Reconsideration.

Ruling of the Court of Appeals

In disposing of the Petition for Certiorari, the CA noted that petitioner bank had failed to adduce in evidence the Singaporean law supposedly governing the latter's employment Contract with respondent. The appellate court found that the Contract had actually been processed by the Philippine Embassy in Singapore and approved by the Philippine Overseas Employment Administration (POEA), which then used

that Contract as a basis for issuing an Overseas Employment Certificate in favor of respondent.

According to the CA, even though respondent secured an employment pass from the Singapore Ministry of Employment, she did not thereby waive Philippine labor laws, or the jurisdiction of the labor arbiter or the NLRC over her Complaint for illegal dismissal. In so doing, neither did she submit herself solely to the Ministry of Manpower of Singapore's jurisdiction over disputes arising from her employment. The appellate court further noted that a cursory reading of the Ministry's letter will readily show that no such waiver or submission is stated or implied.

Finally, the CA held that petitioner had failed to establish a just cause for the dismissal of respondent. The bank had also failed to give her sufficient notice and an opportunity to be heard and to defend herself. The CA ruled that she was consequently entitled to reinstatement and back wages, computed from the time of her dismissal up to the time of her reinstatement.

Hence, this Petition.^[7]

Issues

Petitioner submits the following issues for our consideration:

"1. Whether or not the arbitration branch of the NLRC in the National Capital Region has jurisdiction over the instant controversy;

"2. Whether or not the arbitration of the NLRC in the National Capital Region is the most convenient venue or forum to hear and decide the instant controversy; and

"3. Whether or not the respondent was illegally dismissed, and therefore, entitled to recover moral and exemplary damages and attorney's fees."^[8]

In addition, respondent assails, in her Comment,^[9] the propriety of Rule 45 as the procedural mode for seeking a review of the CA Decision affirming the NLRC Resolution. Such issue deserves scant consideration. Respondent miscomprehends the Court's discourse in *St. Martin Funeral Home v. NLRC*,^[10] which has indeed affirmed that the proper mode of review of NLRC decisions, resolutions or orders is by a special civil action for certiorari under Rule 65 of the Rules of Court. The Supreme Court and the Court of Appeals have *concurrent original* jurisdiction over such petitions for certiorari. Thus, in observance of the doctrine on the hierarchy of courts, these petitions should be initially filed with the CA.^[11]

Rightly, the bank elevated the NLRC Resolution to the CA by way of a Petition for Certiorari. In seeking a review by this Court of the CA Decision -- on questions of jurisdiction, venue and validity of employment termination -- petitioner is likewise correct in invoking Rule 45.^[12]

It is true, however, that in a petition for review on certiorari, the scope of the Supreme Court's judicial review of decisions of the Court of Appeals is generally confined only to errors of law. It does not extend to questions of fact. This doctrine