

****Title**:** Ascent Skills Human Resources Services, Inc., et al. vs. Alma Tacda Manuel (G.R. No. 157847)

****Facts**:**

Alma Tacda Manuel was deployed by Ascent Skills Human Resources Services, Inc. (Ascent) to work as a domestic helper in Saudi Arabia for two years with a monthly salary of US\$400. Upon arrival, she refused to work for her employer due to unfavorable working conditions. She was taken to Ascent's foreign principal, Silver Contract Manpower Office (Silver Contract), where she stayed while waiting to be reassigned. Initially agreeing to a new job in Abha, she later refused, desiring to work in Riyadh instead.

Subsequently, she was taken to United Project Company (UPC) and locked in a small, poorly ventilated space with other workers for months, leading her to request repatriation. Before returning to the Philippines, she signed a letter stating she had no claims against her employer or agency. Upon her return, she filed a complaint for constructive dismissal, claiming sexual harassment, maltreatment, and false promises regarding her job location.

The Labor Arbiter (LA) found in favor of Manuel, declaring her constructively dismissed and awarding her wages for the unexpired contract term, moral and exemplary damages, and attorney's fees. The National Labor Relations Commission (NLRC) reversed this decision, asserting Manuel voluntarily resigned. The Court of Appeals (CA) reinstated the LA's decision, leading the petitioners to file a Petition for review with the Supreme Court.

****Issues**:**

1. Whether the CA erred in finding that the NLRC committed grave abuse of discretion and in determining that respondent was constructively dismissed.
2. Whether the evidence showed that respondent voluntarily resigned.

****Court's Decision**:**

The Supreme Court denied the petition and sustained the CA's finding of constructive dismissal.

1. ****Constructive Dismissal**:**

- The Court noted substantial evidence indicating that Manuel was constructively dismissed. Despite Silver Contract's obligations, it failed to secure appropriate employment in Riyadh or provide humane living conditions at UPC.
- The abrupt change in her employment location, combined with sexual harassment and poor living conditions, amounted to a host of intolerable conditions, compelling her

termination of employment.

- It highlighted that constructive dismissal not only includes direct termination or reduction in status but also any employer actions making the work environment so antagonistic that the employee is forced to resign.

2. **Voluntary Resignation**:

- The Court found the evidence insufficient to prove that Manuel voluntarily resigned. Her signed letter was deemed an insufficient bar to her claims, failing the rigorous standard needed to establish a voluntary quitclaim.

- The employer bore the burden of proof to establish voluntariness. The absence of better living conditions and the circumstances at UPC painted her departure as coerced rather than a voluntary separation from employment.

- The petitioners' assertions lacked credible evidence showing humanitarian accommodation or non-coercive actions by Silver Contract and UPC, failing to counteract Manuel's traumatic experiences.

Doctrine:

The case reiterates the doctrine of constructive dismissal, emphasizing conditions intolerable or unfavorably modified by the employer, coercing the employee to resign, and focuses on the totality of circumstances. It underscores the protections under the Migrant Workers and Overseas Filipinos Act (RA 10022), ensuring joint and solidary liability of recruiters and corporation directors for employment law violations.

Class Notes:

- **Constructive Dismissal**: Occurs when an employee is compelled to resign due to unbearable working conditions or harassment.

- **Voluntary Resignation**: Must be proven by the employer as truly voluntary, overcoming the burden of proof.

- **Republic Act No. 10022**: Protects overseas Filipino workers' rights, establishing joint and solidary liability for recruitment agencies and corporate officers in employment-related claims.

Key Statutes:

- **RA 10022**: "The liability of the principal/employer and the recruitment/placement agency for any and all claims... shall be joint and several."

- **6% Legal Interest**: Awards earn this rate from the finality of the decision until fully satisfied (Nacar v. Gallery Frames).

****Historical Background**:**

This case exemplifies the systemic challenges faced by Overseas Filipino Workers (OFWs), highlighting exploitation, mistreatment, and neglect. It underscores the need for diligent enforcement and judicial support for labor rights amidst the backdrop of global labor migration, where OFWs frequently encounter harsh working conditions contrary to contractual agreements and humane standards.