

Title: Alenaje vs. C.F. Sharp Crew Management, Inc., Reederei Claus-Peter Offen (GMBH & Co.), and Davantes

Facts:

- April 13, 2015** - Rommel S. Alenaje (Petitioner) entered into a Contract of Employment with Reederei Claus-Peter Offen (Respondent Foreign Principal), through its local agent C.F. Sharp Crew Management, Inc. (Respondent Local Manning Agency) represented by Roberto B. Davantes (collectively, Respondents), to work as a steward on the vessel M/V CPO New York for six months, with a basic salary of US\$644.00 per month.
- April 14, 2015** - Alenaje boarded the M/V CPO New York. He was the only steward on the vessel and had to perform duties of both a steward and a mess man.
- April 17, 2015** - Chief Mate Lukasz Leszek Kucharz instructed Alenaje to strip and wax the navigational bridge floor. Alenaje requested to do it in the afternoon due to his meal preparation duties but was accused of insubordination.
- April 18, 2015** - Alenaje received a Show Cause Notice and attended a hearing where he explained his position but received a Notice of Formal Warning.
- Post-Hearing till resignation** - Chief Mate Kucharz continued to threaten him with dismissal, leading Alenaje to tender his resignation on April 21, 2015.
- May 20, 2015** - A Notice of Dismissal was issued, Alenaje was repatriated and paid one month and eight days' salary.
- July 15, 2015** - Alenaje filed a Complaint for illegal dismissal, claiming constructive dismissal due to being forced to do inappropriate tasks and receiving threats from Chief Mate Kucharz.

Procedural Posture:

- **Labor Arbiter (LA)** ruled in favor of Alenaje, declaring constructive dismissal and ordered respondents to pay damages and the unexpired portion of the contract.
- **National Labor Relations Commission (NLRC)** reversed LA's decision, ruling the resignation was voluntary.
- **Court of Appeals (CA)** affirmed the NLRC's decision.
- **Supreme Court** - Petition for review on certiorari of the CA decision.

Issues:

- Whether Alenaje was constructively dismissed from his employment.
- Whether Alenaje was penalized twice for a single or the same infraction, thus making his dismissal illegal.

Court's Decision:

1. **Constructive Dismissal:**

- The Court found no merit in Alenaje's claim of constructive dismissal. His resignation letter cited unbearable working conditions, but the evidence showed the task assigned (stripping and waxing the navigational bridge floor) was within the lawful commands that could be assigned to a steward under the POEA Standard Contract.
- Affidavits from other seafarers established that such tasks could reasonably be assigned to a steward.
- Petitioner's allegation of harassment and unbearable working conditions was unsubstantiated and contradicted by the Debriefing Report which had positive feedback about the working conditions.
- His continued stay on the vessel for a month after resignation without incident weakened his claim of unbearable conditions.

2. **Penalization for Single Infraction:**

- The Court did not further deliberate on this issue as the finding of no constructive dismissal rendered it moot.

Doctrine:

- **Constructive Dismissal:** Defined as a situation where an employer's unlawful actions render continued employment impossible, leading to an involuntary resignation. It involves acts of clear discrimination, insensibility, or disdain that make the work environment unbearable.
- **Voluntary Resignation:** Requires the intent to relinquish employment and an act of relinquishment. Disagreements over work tasks perceived as outside one's duties, without evidence of harassment or unbearable conditions, do not constitute constructive dismissal.

Class Notes:

- **Key Concepts:** Constructive dismissal, involuntary resignation, lawful command, POEA Standard Contract.
- **Relevant Statutes:**
- **POEA Standard Contract:** Section 1(B)(3) - Definition of duties and obedience to lawful commands.
- **Application:** The Court in this case reaffirmed that lawful commands related to ship maintenance and safety can be assigned to any crew member including stewards, unless there is clear evidence of harassment or unbearable working conditions.

****Historical Background**:**

- ****Labor Law Context**:** Reflects the stringent standards for claiming constructive dismissal under Philippine labor laws, emphasizing the worker's burden of proof and the necessity of clear, positive evidence.
- ****POEA Standard Contract**:** An essential document governing overseas employment of Filipino seafarers, emphasizing the importance of lawful obedience and the broad scope of duties assigned to seafarers to ensure ship safety and maintenance.