

THIRTEENTH DIVISION

[CA-G.R. SP NO. 92481, August 18, 2006]

RODNEY ABEDEJOS, PETITIONER, VS. HON. PATRICIA A. STO. TOMAS, IN HER OFFICIAL CAPACITY AS SECRETARY OF THE DEPARTMENT OF LABOR AND EMPLOYMENT AND CONTINENTAL MARINE PHILS. CORPORATION, RESPONDENTS.

DECISION

SABIO, JR., J.:

The constitutional policy to provide full protection to labor is not meant to be a sword to oppress employers--the commitment of this Court to the cause of labor does not prevent it from sustaining the employer when it is right (Agabon vs. NLRC, 442 SCRA 573).

Assailed in this petition for certiorari under Rule 65 of the 1997 Rules of Civil Procedure are: (1) The April 7, 2005 of the Office of the Secretary, Department of Labor and Employment, through then Acting Secretary Danilo P. Cruz in Case No. OS-POEA-0504-2004-0619 (POEA Case No. DAW (M) 99-04-0203); and (2) the October 10, 2005 order of said public respondent, denying petitioner's motion for reconsideration on its earlier decision.

Finding public respondent's portrayal of antecedent facts instructive and graphic, we quote the same thus:

"Complainant, in its complaint-affidavit, alleged that it is the duly accredited manning agent of Rassport Lines Co., LTC. (Rassport for brevity), which is engaged in the operation of ocean-going vessels, including the vessel MV PRINCE NICOLAS. As such, it regularly secures the services of Filipino seamen to man its vessels. Rassport, through the complainant, hired the services of the petitioners on various dates which employment were covered by POEA-approved contracts, which in turn was also subject to the Cyprus Collective Bargaining Laws. Complainant claimed that MV PRINCE NICOLAS was not enrolled into any union and all the petitioners were to be paid in accordance with their respective POEA Standard Employment Contracts and/or CYPRUS Collective Bargaining Laws, whichever is more beneficial to the seafarer.

On or about December 16, 1998, while the vessel was about to make port in Sauda, Norway, the whole complement, numbering twenty (20), including petitioners, in blatant breach of their POEA contracts and CYPRUS Collective Bargaining Laws, gave notice that they would "stage a peaceful standing strike" upon the vessel's arrival at Sauda Port, Norway, for the purpose of negotiating a new agreement based on International Transport Federation (ITF) standards. Thereafter, petitioners and their companion displayed a banner on the vessel's starboard railing seeking

the help of the ITF to negotiate for a new agreement.

Complainant claimed that petitioners refused to do any work and to open the vessel's hold for discharging cargo and as soon as the vessel's gangway was lowered, the ITF Inspector came on board and conferred with petitioners. While negotiation was going on, complainant's representative pleaded to the petitioners to commence working to avoid prejudice to the owner of the vessel. Petitioners refused to work unless and until the complainant agreed to sign a new agreement and pay them wages based on the ITF prescribed rates. The impasse continued until the complainant finally acceded to the demands of the petitioners, who continued to refuse to work until the completion of the computation of their backwages. Finally, on December 19, 1998, complainant was coerced to sign new ITF contracts with the petitioners. However, the petitioners did not get the benefits based on the agreement because the vessel did not have enough funds. Thus, on the next port of call, the ITF representative was again on board seeking to impose more demands upon the complainant. It was at that time that several members of the crew due to be repatriated for contract completion refused to be discharged unless they were paid the compensation obtained with ITF's assistance. On March 8, 1999, when the vessel made port in Singapore, petitioners were paid off the amounts exacted with the ITF's assistance and only then, did they accede to be repatriated.

In their Answer with counter charge, petitioners denied the material allegations raised in the complaint. By way of affirmative defense, they averred that granting without acceding that there was ITF intervention and union activities, the same is not actionable being a valid exercise of their constitutional right. Petitioners claimed that when they received a letter of indemnity for seafarers duly signed and notarized in Sauda, Lenmannskontor, Norway on December 21, 1998 as executed by Panagiotis Koronvanis, the owner's representative, the same waived any disciplinary action against them for the acts charged. They added that their acts are legal and justified because of the unbearable condition on board and the failure of the employer to pay allotments on time and other benefits due them.

In their Position Paper, petitioners reiterated their position in their Answer and further averred that if there was ITF intervention, said action was a legal exercise of the seaman's democratic and constitutional rights. Petitioners further averred that the alleged strike was not really a strike, and that they did not abandon their work but instead negotiated peacefully with the captain and the owner's agent with the ITF's.

On the other hand, complainant reiterated its allegations on its position paper and alleged that petitioners acted in violation of the terms and conditions of their POEA-approved contracts of employment. Complainant claimed that the petitioners' act of seeking the ITF intervention forced it to give in to their demands in order not to prejudice the vessel's operations. Complainant further claimed that the obtaining situation prompted it to sign the letters of indemnity for seafarers in favor of the petitioners in order to end the raucus on board the vessel. Further, said

letter was conditioned on the fact that the petitioners would continue to respect the terms of their original contracts and to forego the implementation of the ITF contract. Complainant insisted that the acts of the petitioners were in sheer violation of the terms and conditions of their employment contracts.”

(Rollo, pp. 18-20)

The Philippine Overseas Employment Administration, thru its adjudication office, based on the pleadings filed and the evidence adduced by the parties, rendered a decision which decreed, thus:

“WHEREFORE, premises considered, We find and so hold the respondents liable for concerted action to breach valid government-approved contract and, pursuant to the Table of Offenses and Corresponding Administrative Penalties of the Standard Employment Contract for Filipino Seafarers (Appendix 2), are hereby meted the minimum penalty of Two (2) years suspension from participating in the overseas employment program of this Administration effective upon their personal receipt of this Order.

Respondents' names shall remain in the POEA watchlist for the duration of the suspension period.

The other charges are hereby dismissed for lack of merit.

SO ORDERED.

City of Mandaluyong, Metro Manila, Philippines.”

(Rollo, p. 156)

Unconvinced, petitioner filed a petition for review with the Office of the Secretary, Department of Labor and Employment anchored on the following grounds, namely:

“GROUNDS FOR THE APPEAL

THE POEA SERIOUSLY ERRED IN CONCLUDING THAT PETITIONERS BREACHED THEIR POEA CONTRACTS WHEN THEY SOUGHT FOR BETTER TERMS AND CONDITIONS OF EMPLOYMENT.

THE POEA GRAVELY ERRED IN SUSPENDING PETITIONERS FROM OVERSEAS EMPLOYMENT FOR A MINIMUM OF TWO (2) YEARS.”

(Rollo, p. 142)

On appeal, public respondent modified the POEA's decision, in this wise:

“WHEREFORE, premises considered, the Petition for Review filed by the petitioners is hereby PARTIALLY GRANTED. The POEA Order dated December 27, 2002 is AFFIRMED with MODIFICATION. Accordingly, petitioners are hereby suspended from participating in the overseas employment program of the government for a period of one (1) year, for concerted action to breach valid government approved contract.”