G.R. No. L-10130

[G.R. No. L-10130. September 30, 1957]

LAKAS NG PAGKAKAISA SA PETER PAUL, PETITIONER, VS. COURT OF INDUSTRIAL RELATIONS AND PETER PAUL (PHIL.) CORP., RESPONDENTS.

D E C I S I O N

LABRADOR, J.:

This is a petition for *certiorari* against the order and resolution of the Court of Industrial Relations dated September 26, 1955 and December 16, 1955, respectively, directing the reinstatement of Artemio de Luna, without back wages. The facts found by the Court of Industrial Relations during the hearing may be summarized as follows:

In November and December, 1952, Artemio de Luna, president of the "Lakas ng Pagkakaisa sa Peter Paul" wrote letters to the parent company of the respondent corporation in Naugatuck, Connecticut, U.S.A., denouncing alleged failure of the local company to prevent the wastage of company funds and stating other grievances. When the manager of the local company went to the United States he was confronted with these letters. So when he came back to the Islands he warned De Luna not to write to the mother company without coursing the letter through the local management. De Luna did not heed this warning and again wrote the home company. So the local management sent him a letter dated April 8, 1953, dismissing him for just cause, i.e., in that De Luna does not wish to cooperate with the management by persisting in trying to create misunderstanding between the mother company and the local company. De Luna discussed the matter of his reinstatement with the management of the company, and the latter offered to reinstate him to his old job provided he abides by the rules and regulations of the company and will not write or report to the parent company or any of its officers and if he would do so he will be automatically dismissed for just cause.

De Luna refused to be reinstated under the conditions set forth by the local management and so he instituted this petition to compel the respondent corporation to reinstate him with

back wages; and to punish for contempt the manager of the local corporation for dismissing De Luna, in violation of an order of February 8, 1950. This order was issued in Case No. 405-V, Peter Paul (Phil.) Corporation vs. Lakas ng Pagkakaisa sa Peter Paul, in the course of a strike. The particular portion of the order supposed to have been violated was that directing the corporation to "refrain from laying off any man during the pendency of this action." The Court of Industrial Relations found that the dismissal ordered was by reason of the failure of De Luna to accept the conditions imposed by the management of the local corporation. The Court of Industrial Relations did not consider the dismissal of De Luna as a violation of its order of February 8, 1950. The tribunal a quo ignored the petition to declare the respondent corporation in contempt, evidently holding that the order of dismissal of De Luna in April, 1953 was for a lawful cause and does not constitute a violation of the status quo order of February 8, 1950. The court a quo also held that the warning given by the local management to De Luna not to write the foreign company is "a proper exercise of management prerogatives to insure discipline among its employees for a disregard thereof is a sufficient cause for disciplinary action." However, it also held that the outright dismissal of De Luna was too severe a punishment under the circumstances of the case, and it ordered the company "to reinstate immediately Artemio de Luna without back wages, who is hereby ordered to accept the conditions defined by the Company for his reinstatement." The above orders were issued by Associate Judge Arsenio L. Martinez, and when appeal was taken to the court in banc, all the judges refused to alter or modify the order.

It is now claimed before Us that the dismissal of De Luna was not because of inefficiency but because of his union activities, and so the order was in violation of the order of the court dated February 3, 1950. We find no merit in this contention, in view of the finding of the court a quo that the dismissal was due to the failure of De Luna to accede to a demand of the local management that he refrain from writing letters to the mother company in the United States to prevent embarrassment of the local company to the parent corporation.

It is also urged that De Luna did not write the letters to the mother company of the United States, but it was the union which did so. This point was not raised in the lower court and was not passed upon by it; on the other hand, the court a quo took for granted that De Luna himself had committed the acts against which the local management had objected. De Luna was the president of the union and the letter which is annexed to this petition was signed by himself as president of the union. The resolution which is annexed to the petition was adopted by the Board of Directors, with De Luna as presiding officer. There is no finding of fact made by the court a quo that De Luna did not do the acts imputed to him, and the papers submitted by him in support of his petition in court attest to the fact of his personal

action. The decision of the court a quo also shows that when De Luna conferred with the management about his dismissal and reinstatement, he did not claim that the acts for which he is being dismissed was done or ordered by the union, not by himself. The claim is, therefore, without basis in the findings of the tribunal a quo, and neither is it supported by the papers attached to his petition or by any of the facts stated by the court a quo. The contention must, therefore, be overruled.

It is lastly contended that his reinstatement without back wages is a grave abuse of discretion by the respondent court, and that his reinstatement should have been accompanied by the payment of back wages. We also find no merit in this contention. Assuming for the sake of argument that the union, of which De Luna is the president, may have a genuine interest in conserving the properties of the company and preventing a wastage of funds, any grievance or suggestion in connection with the administration of the company should first be directed to the local management so that the latter can adopt such remedy as the circumstances may justify. If remedies for maladministration are desired, suggestions thereon must be sent the local management. The action of De Luna and of the union in making denunciation to the mother company tended directly to undermine the confidence that the mother company may have in the local management. The acts of De Luna and the union do not foster cooperation between the union and the local management, they actually encourage distrust. The court a quo did not abuse its discretion in holding that the acts of De Luna and his union tended to destroy and undermine discipline, instead of fostering cooperation, and encourages ill-feeling between the management and the members of the union.

The claim for back wages is directly unwarranted. When De Luna violated the warning given M him by the local management, that-he should write letters through the local company and dismissed him from the service because De Luna did not conform to the condition, the company was exercising its prerogative and De Luna’s refusal to accede to the demand was tantamount to a refusal to work. It is certainly the height of injustice if, under the circumstances of the case, he is allowed back wages for the period of his lawful separation.

The petition for *certiorari* is hereby denied, with costs against the petitioner.

Paras, C.J., Bengzon, Padilla, Montemayor, Reyes, Bautista Angelo, Concepcion, Reyes, J.B.L., Endencia, and *Felix, JJ.*, concur.

Date created: August 14, 2017