

Title:

Far Eastern University vs. Court of Industrial Relations and Tomas N. Aguirre

Facts:

1. **Initial Employment and Rate**: Tomas N. Aguirre started working at Far Eastern University (FEU) in 1948 initially at a rate of P6.00 per hour and later on a contractual basis earning an average of P500.00 to P600.00 per month.
2. **Union Activities**: Aguirre joined the legitimate labor organization PACUP in June 1953 and actively campaigned for more members from the faculty.
3. **First Classification and Salary**: In 1953, FEU reclassified Aguirre as a full-time instructor with a fixed salary of P450.00 per month effective from September 1, 1953.
4. **Decreased Assignments**: Between December 1953 and May 1954, Aguirre's teaching load and pay decreased significantly (e.g., P210.00 in December 1953 and P249.00 in March 1954).
5. **Dismissal from Teaching Assignments**: By June 1954, Aguirre was no longer given teaching assignments. FEU claimed this was due to decreased enrollment, but this contradicted records showing the university's increasing profits.
6. **Government Intervention**: Aguirre filed complaints with the Department of Education, resulting in orders for reinstatement and payment of salary differential. These orders were continually affirmed by higher government authorities.
7. **Filing of Complaint**: PACUP and Aguirre filed a complaint for unfair labor practice on September 28, 1954, which was later dismissed on March 29, 1955, but subsequently revived on August 30, 1955, due to incomplete settlement.
8. **Court of Industrial Relations Decision**: Judge Arsenio I. Martinez found FEU guilty of unfair labor practices and ordered them to pay Aguirre salary differentials and back wages but did not mandate reinstatement due to Aguirre's other employment.
9. **Modification by En Banc**: The Court of Industrial Relations en banc modified this decision, mandating Aguirre's reinstatement along with payment of differential and back wages.

Issues:

1. **Unfair Labor Practice**: Did FEU commit unfair labor practices by reducing Aguirre's teaching load and eventually terminating his assignments due to his union activities?
2. **Equivalence of Alternative Employment**: Is Aguirre's employment at the Central Bank and the Philippine College of Commerce substantially equivalent to his former position at FEU?

Court's Decision:

1. **Unfair Labor Practice**: The Supreme Court upheld the findings of the Court of Industrial Relations that FEU's actions towards Aguirre, particularly the reduction and eventual removal of his teaching load and assignments, were motivated by his union activities, thus constituting unfair labor practices.

2. **Equivalence of Alternative Employment**:

- **Nature of Work**: The Court agreed that the nature of Aguirre's job at the Central Bank was clerical, contrasting his academic position at FEU.

- **Working Hours**: The discrepancy in working hours (5 hours at FEU vs. 8 hours at the Central Bank) illustrated the non-equivalence.

- **Career Prospects**: Aguirre's teaching specialization in Tagalog at FEU had more meaningful career prospects, uninterfered with his sideline teaching at the Philippine College of Commerce.

- **Salary Comparison**: Aguirre earned P5,400.00 annually at FEU compared to P3,060.00 (inclusive of both Central Bank and sideline jobs), indicating a significant salary discrepancy.

The Supreme Court emphasized the future career opportunities and job content, affirming that the teaching role at FEU was substantially superior to the clerical position in the Central Bank. Therefore, the resolution ordering Aguirre's reinstatement was upheld.

Doctrine:

1. **Unfair Labor Practices**: An employer's retaliatory practices against employees for union involvement constitute unfair labor practices.

2. **Substantial Equivalence in Employment**: Employment must be substantially equivalent in terms of job nature, career prospects, and remuneration for reinstatement considerations under labor laws.

Class Notes:

- **Unfair Labor Practice**:

- Employers are prohibited from discriminating against employees for union activities or affiliations (Industrial Peace Act).
- **Substantial Equivalence**:
- Employment must be compared holistically considering nature, hours, career prospects, and salary. Lower pay or clerical nature versus academic teaching is not equivalent.

Historical Background:

The case arose in a period when unions and workers' rights were increasingly spotlighted in post-war Philippines. With the enactment of labor laws such as the Industrial Peace Act, the judiciary was actively involved in ensuring fair labor practices, reflecting on the shifting industrial relations dynamic. The case underscores the era's tension between educational institutions and faculty's labor rights, especially amid broader profit-driven motives.