

****Title:**** New Pacific Timber & Supply Co. Inc. vs. National Labor Relations Commission, et al.

****Facts:****

1. The National Federation of Labor (NFL) was certified as the sole bargaining representative for New Pacific Timber & Supply Co.'s regular rank-and-file employees.
2. NFL negotiated for improved employment terms but faced resistance from the company, prompting a complaint for unfair labor practice (ULP).
3. On March 31, 1987, Executive Labor Arbiter Hakim S. Abdulwahid declared the company guilty of ULP and adopted NFL's CBA proposals.
4. The company appealed to the NLRC, which dismissed the appeal on November 15, 1989, and denied reconsideration on November 12, 1990.
5. The Supreme Court dismissed the company's certiorari petition on January 21, 1991.
6. Records were remanded, leading to Labor Arbiter Villena's October 18, 1993 order for the company to pay benefits to 142 employees.
7. The company complied, and quitclaims were executed.
8. Despite NFL's indication of no further appeals, 186 excluded employees filed a "Petition for Relief" on May 12, 1994, claiming wrongful exclusion from the CBA benefits.
9. The NLRC treated the petition for relief as an appeal and, on August 4, 1994, ruled the 186 employees were entitled to CBA benefits.
10. The company's motion for reconsideration and its filing of individual money claims were dismissed; the NLRC affirmed the employees' entitlement in a resolution dated February 29, 1996.
11. The company then petitioned the Supreme Court, arguing procedural irregularities and the inapplicability of the CBA to post-term hires.

****Issues:****

1. Whether the NLRC committed grave abuse of discretion by treating the petition for relief as an appeal and allowing it despite procedural delays.
2. Whether the NLRC erred in extending CBA benefits to employees hired after the original term of the CBA.
3. The application of factual determination by the NLRC.
4. Alleged defects in the dispositive portions of the NLRC's resolutions.

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

1. ****Procedural Issue:****

- The Court found no grave abuse of discretion in NLRC's decision to entertain the petition

for relief as an appeal even if filed late, citing fairness and preventing greater injustice due to misrepresentation and lack of control by affected employees over their exclusion.

2. **Extension of CBA Benefits:**

- The Court ruled that under Article 253 of the Labor Code, the CBA's terms, including economic provisions, should be maintained until a new agreement is reached. Therefore, the economic provisions of the CBA extended beyond the stipulated period.

3. **Eligibility of Post-Term Hires:**

- The Court held that new employees who joined after the term of the original CBA are entitled to its benefits to avoid undue discrimination and to maintain fairness among employees.

4. **Factual Findings:**

- The Court reiterated the principle that factual findings by the NLRC, supported by substantial evidence, are accorded respect and finality.

Doctrine:

1. **Continuation of CBA:** Article 253 of the Labor Code mandates that the terms and conditions of an existing CBA continue in full force and effect until a new agreement is reached.

2. **Inclusion of New Employees:** Benefits under a CBA should extend to all employees hired within the period the CBA is deemed effective to ensure no discrimination.

Class Notes:

- **Key Concepts:**

- **Unfair Labor Practice:** Employer's refusal to bargain collectively.

- **CBA Continuing Effect:** Legal provision that maintains benefits until renegotiated.

- **Non-discrimination in CBAs:** Extension of CBA benefits to post-term hires.

- **Procedural Flexibility:** NLRC's discretion in allowing appeals beyond standard periods for justifiable reasons.

- **Legal Statutes:**

- **Article 253, Labor Code of the Philippines**

- Ensures continuity of existing CBA terms until a new agreement is made.

- **Article 218(c), Labor Code of the Philippines**

- Grants NLRC power to correct or waive procedural errors in the interest of justice.

- **Article 221, Labor Code of the Philippines**

- Implies flexibility in procedural rules to ensure fair and swift resolution of labor disputes.

****Historical Background:****

- The case reflects an era where the Philippine legal framework was evolving towards safeguarding collective bargaining rights and ensuring non-discriminatory provision of benefits in the labor sector, providing a foundation for industrial peace and fair labor practices.