

LUZON BROKERAGE COMPANY, PETITIONER, VS. LUZON LABOR UNION (FRANCISCO SALVIO), HON. ARSENIO ROLDAN, HON. JUAN LANTING, HON. VICENTE J. YANSON, HON. MODESTO CASTILLO, AND HON. JO...*G.R. No. L-4954. September 29, 1952*

Ponente: PARAS, C.J.

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In case No. 397-V of the Court of Industrial Relations, Luzon Brokerage Company, petitioner, vs. Luzon Labor Union, respondent, the parties submitted a written agreement dated June 7, 1950, denning their capital-labor relations, and among others, constituting the Luzon Labor Union as the sole bargaining agency for the employees and laborers of the Luzon Brokerage Company, with the right to remove or discipline any of its members in the service of the Company. This agreement was approved by the Court of Industrial Relations on June 14, 1950, with a declaration that the proceedings in case No. 397-V were definitely terminated. No appeal was taken by any of the parties.

However, on October 19, 1950, Francisco Salvio filed in the Court of Industrial Relations a "Reclamacion Urgente," entitled "Luzon Brokerage Company vs. Luzon Labor Union" and docketed as case No. 397-V-3, alleging that he was dismissed without cause by the Luzon Brokerage Company as a driver, and praying that he be reinstated and paid his salary from the time of his dismissal. This was opposed by both the Luzon Brokerage Company and the Luzon Labor Union. In his order of June 29, 1951, Judge Jose S. Bautista of the Court of Industrial Relations ordered the immediate restoration of Francisco Salvio to his previous employment, without any right, however, to collect his salary during the period of separation. On July 7, 1951, the Luzon Brokerage Company filed a petition for reconsideration, which was denied by the Court of Industrial Relations in bane in its resolution of July 9, 1951, on the ground that said petition was not verified. Notice of this resolution was received by the Luzon Brokerage Company on July 12, 1951, when it filed an amended petition for reconsideration, which was an exact reproduction of the original petition for reconsideration with the only addition of an oath. On July 26, 1951, the Court of Industrial Relations denied this amended petition for reconsideration, on the ground that its rules do not authorize the filing of a second motion for reconsideration, and Commonwealth Act No. 103 permits only the reconsideration of a ruling or decision, of any of the Judges of the Court of Industrial Relations, but not of a resolution of the Court in bane. Whereupon, the present appeal by certiorari was brought in this Court on August 4, 1951, by the Luzon Brokerage Company.

It is contended for the respondents that the appeal was filed out of time, because the period during which the second (amended) petition for reconsideration was pending should not be deducted from the period of appeal. It appearing, however, that the amended petition for reconsideration was filed in precisely the same form and substance as the original petition for reconsideration, merely to cure the formal defect of lack of verification which was the ground for the denial of the original petition for reconsideration, the two petitions may be taken together and considered as one, if substantial justice is to be attained. Hence the period during which the amended

petition for reconsideration was pending should not be counted for purposes of appeal.

The respondents claim that the appeal raises questions of fact. This is untenable, since the petitioner herein contends that the Court of Industrial Relations acted without jurisdiction or abused its discretion in not passing squarely upon the amended petition for reconsideration and in issuing its order reinstating respondent Francisco Salvio in virtue of his "Reclamation Urgente" filed as an incident of case No. 397-V.

As already stated, the amended petition for reconsideration filed by the petitioner was the same as the original petition, with the sole addition of the necessary verification, and it should have been acted upon on the merits. In the view we take of the case, however, we find it unnecessary to remand the case to the Court of Industrial Relations for appropriate resolution on the petition for reconsideration, and we will proceed to dispose of the contentions of the petitioner, in the interest of speedy administration of justice.

In holding that the Court of Industrial Relations should not have entertained the petition of respondent Francisco Salvio, the petitioner points out that case No. 397-V had been definitely terminated and could no longer be reopened. Section 17 of Commonwealth Act No. 103 provides that "at any time during the effectiveness of an award, order or decision, the Court may, on application of an interested party, and after due hearing, alter, modify in whole or in part, or set aside any such award, order or decision, or reopen any question involved therein." There can be no doubt that in case No. 397-V the Court of Industrial Relations had acquired jurisdiction over and disposed of the disputes between the Luzon Brokerage Company and the Luzon Labor Union. Respondent Francisco Salvio was then in the service of the first and a member of the second. He is therefore an interested party within the meaning of section 17 of Commonwealth Act No. 103. In ordering the reinstatement of respondent Salvio, the Court of Industrial Relations merely implemented case No. 397-V in relation to the dispute involved therein, and cannot even be said as having altered or set aside its final judgment.

In *San Miguel Brewery, Inc. vs. Court of Industrial Relations et al.*[*] G. R. No. L-4634, April 28, 1952, we sustained the right of one laborer to reinstatement which was ventilated before the Court of Industrial Relations by virtue of a motion filed as an incident to the main case in which various demands were threshed out and settled between the San Miguel Brewery, Inc. and the National Labor Union and San Miguel Brewery Employees and Laborers Association. It is true that this motion was filed on behalf of the single laborer by the National Labor Union of which he was a member, but that fact is immaterial inasmuch as in said case we held that the laborer was an interested party within the meaning of section 17 of Commonwealth Act No. 103. It is significant in the case at bar that the agreement of June 7, 1950, approved by the Court of Industrial Relations on June 14, 1950, was calculated to contain an overall settlement of the disputes presented in said case (No. 397-V) between the petitioner, Luzon Brokerage Company, and its employees and laborers represented by the Luzon Labor Union of which Francisco Salvio was a member. As in the case of *San Miguel Brewery, Inc. vs. Court of Industrial Relations et al.*, supra, the agreement of June 7, 1950, contains a provision against removal by the Luzon Brokerage Company without cause, and the appealed order of the Court of Industrial Relations reinstating respondent Francisco Salvio in effect merely enforces said agreement.

The petitioner argues that the respondent Francisco Salvio was ousted from the Luzon Labor Union on March 31, 1950, and the Court of Industrial Relations therefore lost jurisdiction over him when he filed his claim on October 19, 1950. This argument is untenable, because even the dissolution of the Luzon Labor Union would not affect the jurisdiction already acquired by the Court of Industrial Relations. (*Mortera et al. vs. Court of Industrial Relations*,[*] 45 Off. Gaz., 1714, and *San Miguel Brewery, Inc. vs. Court of Industrial Relations*, supra.)

The petitioner also insists that the agreement of June 7, 1950, approved by the Court of Industrial Relations on June 14, 1950, provides that the Luzon Labor Union is the sole bargaining agency for employees and laborers of

the Luzon Brokerage Company, with the right to remove or discipline any of its members in the service of the Company; and the expulsion of respondent Salvio by the Union on March 31, 1950, amounted to a legitimate exercise by the Union of its right to remove said respondent from the service of the Company. It is to be noted, however, that the alleged ouster of respondent Salvio took place on March 31, 1950, amounted to a legitimate exercise covered by the agreement approved on June 14, 1950. At any rate, any removal either by the Luzon Labor Union or by the Luzon Brokerage Company must be deemed to be for cause, and the Court of Industrial Relations, in sustaining the reinstatement of respondent Salvio, long in the service of the petitioner, found that there was in fact no sufficient cause for his removal,—a finding conclusive upon this Court.

Wherefore, the appealed order of the Court of Industrial Relations is affirmed, with costs against the petitioner.

So ordered.

Pablo, Bengzon, Padilla, Bautista Angelo, and Labrador, JJ., concur.

* 91 Phil., 178.

*79 Phil., 345.

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