

NASIPIT LABOR UNION (MFL), PETITIONER, VS. COURT OF INDUSTRIAL RELATIONS, NASIPIT STEVEDORING CO., INC., AND OLIVIO G. RUIZ, RESPONDENTS.

G.R. No. L-17838. August 03, 1966

Ponente: RUIZ CASTRO, J.

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RUIZ CASTRO, J.:

This is an appeal from the order of the Court of Industrial Relations dated September 8, 1960 granting herein respondent company's motion to dismiss the petitioner union's suit for unfair labor practice, as well as its resolution of October 27, 1960, denying the petitioner's motion for reconsideration.

On March 22, 1960 the Nasipit Labor Union, a labor organization affiliated with the Mindanao Federation of Labor, filed through the offices of a prosecutor of the Court of Industrial Relations a complaint for unfair labor practice against the Nasipit Stevedoring Co., Inc. (2175-ULP), alleging among other things, that on October 2, 1958 the respondent company and the petitioning union entered into a collective bargaining agreement, under which the company "shall only employ union members for doing its stevedoring work under its management," and that the union "shall allocate the necessary workers needed by the corporation for stevedoring work on boats allocated to said union in accordance with the fifty-fifty (50-50) basis with the YMLUS" (Young Men Labor Union Stevedores), which agreement was to be binding on both parties temporarily until an exclusive and collective bargaining agent of all the workers in the company shall have been determined by the Court of Industrial Relations by a certification election to be conducted among the workers in the company; that in the month of November, 1958 the respondent company, through its president, the respondent Olivio G. Ruiz, by means of coercion, intimidation, misrepresentation and promise of monetary consideration, succeeded in convincing the officers and members of the complainant union to file a petition with the Department of Labor, for the purpose of disaffiliating the Nasipit Labor Union from the Mindanao Federation of Labor, as a consequence of which the Nasipit Labor Union was severed from the Mindanao Federation of Labor and was thereafter registered as an independent labor union; that the Mindanao Federation of Labor filed a protest against the issuance of a new certificate of registration for the Nasipit Labor Union in view of the fact that the said Federation was never notified of the disaffiliation proceedings, as a result of which the new certificate of registration was revoked and the original certificate of registration of complainant was re-issued; that around the first week of March 1959 the employees-members of the complainant union whose names were listed in Annex A to the complaint were deprived of their stevedoring work "for no other reason except their refusal to desist membership and/or affiliation with the complainant union"; that since then the said members have not found any equivalent or substantial employment for themselves; that upon agreement between the complainant union and Olivio G. Ruiz, conferences were held on the subject of the "restoration of the work shared by the members of said complainant union pursuant to the collective bargaining agreement dated October 2, 1958", but that during the last conference on August 9, 1959 the union found out that the company had already entered into a collective bargaining contract with a closed-shop provision with another union, the Young Men Labor Union Stevedores (YMLUS); and that the

act of the respondent company in entering into such an agreement with the YMLUS constitutes bad faith on the part of the said company. The complainant union, therefore, prayed that the respondents be declared guilty of unfair labor practice and be ordered to desist from further committing such unfair labor practice, to pay members of the complainant union named in Annex A to the complaint their back wages or earnings from the time they were deprived of their stevedoring work until they shall have been restored to their former jobs, and to order the respondents to bargain in good faith with the complainant union.

To the above complaint the respondents presented their answer, and, later, a motion to dismiss on the grounds that (1) there is another action pending between the same parties for the same cause in the Court of First Instance of Agusan, and (2) the Court of Industrial Relations has no jurisdiction to take cognizance of the case.

In an order dated September 8, 1960 the Court of Industrial Relations granted the respondents' motion to dismiss, stating that as the complaint seeks enforcement of a collective bargaining agreement, the court lacks jurisdiction to take cognizance of such case in view of the decision of the Supreme Court in *Philippine Sugar Institute vs. Court of Industrial Relations, et al.*, G.R. No. L-13098, October 29, 1959. The motion to reconsider the above order was denied on October 27, 1960.

Prior to the proceedings above narrated taken in the CIR, the Nasipit Labor Union and Cipriano Malonzo (the latter was the President of the Mindanao Federation of Labor when he signed in behalf of the said labor organization the collective bargaining agreement on October 2, 1958) filed on March 5, 1959 a complaint in the CFI of Agusan (civil case 699) against the Nasipit Stevedoring Company (respondent herein) for the reformation of the aforementioned collective bargaining agreement to exclude the Mindanao Federation of Labor from the language of the contract in view of the disaffiliation from the latter organization of the said Nasipit Labor Union on December 22, 1958. Three days later, that is, on March 8, the said plaintiff labor union (this time minus Cipriano Malonzo) amended its complaint, reiterating its previous prayer, and asking, in addition, that the defendant company be required to comply with the terms and conditions of the collective bargaining contract, and to pay corresponding damages. On March 25, 1959 the CFI of Agusan issued an order dismissing the complaint on the ground, among others, that the plaintiff had lost interest in proceeding with the case.

On September 7, 1959 the Nasipit Labor Union and the Mindanao Federation of Labor (styled NASLU-MFL) filed a new complaint in the same CFI of Agusan (civil case 748) against the Nasipit Stevedoring Company and its president Olivio Ruiz, and the Young Men Labor Union Stevedores (YMLUS) and its president Delfin Cueto, for the enforcement of the collective bargaining contract, with damages and writ of preliminary mandatory injunction. This case was pending when the complaint in case 2175-ULP was filed with the CIR on March 22, 1960.

It will be noted that although there is an allegation in par. 6 of the complaint filed with the CIR that "on June 25, 1959 the new certificate of registration [of the Nasipit Labor Union] was revoked and the original certificate of registration of complainant union was re-issued", and although in par. 8 thereof, there is an additional allegation that as early as August 9, 1959 the president of the NASLU had already found out that the herein respondent stevedoring company had "entered into a collective bargaining contract with a close-shop provision with another union, the Young Men Labor Union Stevedores (YMLUS)", the Nasipit Labor Union-Mindanao Federation of Labor (NASLU-MFL) on September 7, 1959 yet filed civil case 748 in the CFI of Agusan, solely for the purpose of enforcing the collective bargaining contract. It was only more than seven months later, that is, on March 22, 1960, that the NASLU alone, without the MFL impleaded as party plaintiff, filed its complaint with the CIR for unfair labor practice.

We are persuaded by the concatenation of circumstances and the sequence of the pleadings that the allegations of

unfair labor practice and of bad faith in bargaining on the part of the respondent company are not bona-fide, and they must be regarded as nothing more than a clever maneuver for the purpose of divesting the CFI of Agusan of jurisdiction to try civil case 748 pending before it and lodging the case with the CIR, and that the only desire of the complainant union is the enforcement of the collective bargaining contract and nothing more.

The record shows that when case 2175-ULP was filed with the Court of Industrial Relations, there was pending before the Court of First Instance of Agusan civil case 748 brought by the complainant union, the petitioner herein, against the respondent company entitled "For Enforcement of Contract with Damages and Writ of Preliminary Mandatory Injunction." It will be observed that in these two cases (civil case 748, CFI Agusan and case 2175-ULP, CIR) there is (1) identity of principal parties, the Nasipit Labor Union and the Nasipit Stevedoring Company, (2) identity of right asserted and relief prayed for, the union having brought action in both cases to enforce the provisions of the collective bargaining agreement entered into between it and the company, and praying in both instances that the respondent company be ordered to observe and abide by the provisions of their collective bargaining contract, to pay wages, compensation and/or salaries of members and affiliates of complainant union which they failed to earn but which they should have earned were it not for the respondent company's breach of contract.

This appeal is without merit. For, indeed, this Court has already ruled that the Court of Industrial Relations is without jurisdiction over suits to enforce collective bargaining agreements (*Dee Cho Lumber Workers Union vs. Dee Cho Lumber Company*, G.R. L-10080, April 30, 1957, 55 O.G. No. 3, p. 434; *Philippine Sugar Institute vs. CIR, et al.*, supra; *Elizalde Paint & Oil Factory, Inc. vs. Hon. Jose S. Bautista, et al.*, G.R. L-15904, Nov. 23, 1960; *National Mines & Allied Workers' Union vs. Philippine Iron Mines, Inc., et al.*, G.R. L-19372, October 31, 1964.) In a number of decisions, the broad jurisdiction given to the Court of Industrial Relations by Commonwealth Act 103 was held by this Court to have been narrowed down by Republic Act 875 (approved in 1953) to certain specified cases. In *Philippine Association of Free Labor Unions (PAFLU), et al., vs. Hon. Bienvenido S. Tan*, G.R. L-9115, August 31, 1956, this Court made the following pronouncement:

"Thus as the law now stands, that power (to settle labor disputes) is confined to the following cases: (1) when the labor dispute affects an industry which is indispensable to the national interest and is so certified by the President to the industrial court (section 10, Republic Act 875); (2) when the controversy refers to the minimum wage under the Minimum Wage Law (Republic Act 602); (3) when it involves hours of employment under the Eight-Hour Labor Law (Commonwealth Act 444); and (4) when it involves an unfair labor practice (section 5[a], Republic Act 875). In all other cases, even if they grow out of a labor dispute, the Court of Industrial Relations does not have jurisdiction the intendment of the law being 'to prevent undue restriction of free enterprise for capital and labor and to encourage the truly democratic method of regulating the relations between the employer and employee by means of an agreement freely entered into in collective bargaining' (section 7, Republic Act 875). In other words, the policy of the law is to advance the settlement of disputes between the employers and the employees through collective bargaining recognizing 'that real industrial peace cannot be achieved by compulsion of law' (See section 1[c], in relation to section 20, *Idem.*)

"It therefore appears that with the exception of the four cases above specified the Court of Industrial Relations has no jurisdiction even if it involves a labor dispute. And as the issue involved in the instant case does not fall under, nor refer to, any of those specified cases, it follows that the lower court has jurisdiction to entertain the same . [1]

It will thus be seen that an action to enforce provisions, or for violation, of collective bargaining agreements, is not one of the instances enumerated in above-quoted decision as falling within the jurisdiction of the Court of Industrial Relations. In the cases wherein this Court upheld the industrial court's jurisdiction over suits involving collective bargaining contracts, the Court did so because the action was interwoven with charges of unfair labor

practice, [2] or involved questions regarding minimum wage under the Minimum Wage Law or hours of employment under the Eight-Hour Labor Law . [3]

In view of all the foregoing, the Court of Industrial Relations acted rightly and within the bounds of law when it dismissed case 2175-ULP brought before it by the petitioner union.

ACCORDINGLY, the orders of the Court of Industrial Relations appealed from are affirmed. No costs.

Concepcion, C.J., Reyes, JBL, Barrera, Dizon, Regala, Makalintal, Bengzon, JP, Zaldivar, and Sanchez, JJ., concur.

[1] This doctrine was reiterated in *Reyes vs. Tan*, 52 O.G. 6187; *PAFLU vs. Barot*, 52 O.G. 6544; *Allied Free Workers Union vs. Apostol*, 54 O.G. 981; *Mindanao Bus Employees Labor Union (PLUM) vs. Mindanao Bus Co.*, L-9795, Dec 28, 1957; *Aguilar vs Salumbides*, L-10124, Dec. 28, 1957; *Dee Cho Lumber Workers Union (NLU) vs. Dee Cho Lumber Co.*, supra; *Roman Catholic of Manila vs Yanson*, and *Elizalde & Co. Inc. vs Yanson*, L-12341 & L-12345, Apr. 30, 1958; *Chua Workers Union (NLU) vs. City Automotive Co.*, L-11655, Apr. 29 1959.

[2] *Pambujan Sur United Mine Workers vs. Samar Mining Co., Inc*, 94 Phil. 932.

[3] *Benget Consolidated Mining Company vs. Coto Labor Union (NLU)*, G. R. No. L-12394, May 29, 1959).

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