

MERALCO WORKERS UNION, PETITIONER, VS. PANGILALO GAERLAN AND COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G.R. No. L-24505. April 30, 1970

Ponente: DIZON, J.

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DIZON, J.:

Appeal taken by petitioner Meralco Workers Union pursuant to Section 4, Rule 43 of the Rules of Court from an order issued on March 3, 1965 by the respondent Court of Industrial Relations in its Case No. 731-ULP entitled "Meralco Workers Union, complainant, vs. Manila Electric Company, respondent," and from said court's subsequent resolution dated April 2 of the same year denying petitioner's motion for reconsideration.

On July 28, 1955 petitioner Union filed an unfair labor practice case against the Manila Electric Company, a duly organized domestic public utility corporation - referred to hereinafter as Meralco - docketed as Case No. 731-ULP of the respondent court, praying for the reinstatement of Dionisio Alcancia, a union member, to his former position as bill collector, with back wages, and praying further that Meralco be ordered to bargain collectively in good faith with its employees or their representatives by implementing the provisions of the collective bargaining agreement entered into between them on April 29, 1955, particularly Section 7 thereof. Meralco answered alleging principally that its bill collector Alcancia was dismissed because he had mis-appropriated and converted to his own use collections made by him amounting to the sum of P593.00, and alleging further that it had faithfully complied with all the provisions of the bargaining agreement of April 29, 1955 mentioned in the complaint. After due hearing the CIR, through Associate Judge Amanda C. Bugayong, rendered its decision on December 20, 1961, the dis-positive portion of which reads as follows:

"IN VIEW OF THE FOREGOING, the charges of unfair labor practices against the respondent should be, as they are hereby, dismissed. This Court, however, without enforcing the agreements between the parties which gave rise to some of the disputes herein, hereby enjoins the parties to comply with the same as it was approved by this Court in Case No. 7-IPA, since anyway the parties do not have any objection to its literal implementation."

The agreement referred to in the above-quoted portion of the CIR decision is the collective bargaining agreement entered into between the petitioner Union, on the one hand, and the Meralco, on the other, on April 29, 1955 which, upon submission to said court in Case No. 7-IPA, was approved. Said case arose out of the exercise of compulsory arbitration power of the CIR under Section 10 of Republic Act No. 875, and involved the same parties as Case No. 731-ULP. The implementation of the aforesaid bargaining agreement, which was one of the reliefs prayed for in the complaint filed by petitioner Union in Case No. 731-ULP, had been clarified by the parties thereto on May 19, 1955. Because it explains what the CIR said in the appealed decision ("This Court, however, without enforcing the agreements between the parties which gave rise to some of the disputes herein hereby enjoins the parties to comply with the same etc"), We quote the following from said decision:

"CASE OF THE ALLEGED REFUSAL OF THE RESPONDENT TO BARGAIN COLLECTIVELY IN GOOD FAITH BY FAILING TO COMPLY WITH THE COLLECTIVE BARGAINING AGREEMENT

ENTERED INTO BY THE PARTIES ON APRIL 29, 1955

"It is not disputed by the parties that they entered into a collective bargaining agreement on April 29, 1955 containing a provision, particularly Section 7 thereof, to wit:

'Classification of Employees Positions and Standardization of Salaries.

'The UNION accepts the plan of classification of positions and standardization of salaries as prepared and produced by the COMPANY, in pursuance of Section 7 of the former Agreement of December 22, 1953, and the COMPANY shall put it into effect after, and not before satisfying or complying with the following condition:

That (a) all employees receiving salaries or wages up to P250.00 per month or its equivalent will be granted an automatic increase of thirteen per cent (13%) over their pre-sent salaries or wages and (b) employees receiving salaries or wages above P250.00 per month or its equivalent will be granted an automatic increase of six and one half per cent (6-1/2%) over their present salaries or wages; it being understood that the final rates will be to the nearest centavo per hour or the nearest peso per month.

'It is mutually understood and agreed by and between the parties herein that the classification of positions and standardization of salaries are not deemed to be final and inflexible, but may be subject to such charges or amendments as the parties herein may mutually agree from time to time.'

This agreement was marked as Exhibit 'C' and Section 7 thereof as Exhibit 'C-1'. The question presented before this Court is whether or not the Company is guilty of bargaining in bad faith by not allegedly implementing the provision on the wage increase regarding the employees who were receiving P300.00 a month. It appears that this agreement between the parties was deemed to be effective as of January 1, 1955, subject to such changes and amendments that the parties may agree on from time to time.

"In the intervening period, there were questions raised in the minds of both parties as to the implementation of Sec. 7 of the agreement. A conciliation meeting was held on May 19, 1955 between the parties herein with Mr. H. B. Reyes and A. J. Buen-viaje representing the respondent, while P. Gaerlan, S. Bunao, N. Cote, J. Campomanes, and J. Croox representing the complainant. The minutes of that meeting now forms part of the record and is marked Exhibit '10'. From the minutes of that meeting between the parties, it appears that the following transpired:

'x x x x

1. The first matter brought out by the Union is the matter of salary increases, in accordance with the agreement, of employees receiving P300.00 and up per month. Mr. Reyes explained to the Union that immediately after the agreement was signed he ordered the increase of salaries of employees whose salaries are reviewed on the 1st of January of each year effective January 1, 1955, in accordance with the agreement. That employees whose salaries are reviewed on the anniversary dates of employment have also been reviewed as of the 1st day of the month of their anniversary dates of employment, and others not reviewed heretofore will be reviewed during the year 1955 on the 1st days of the months of their employment. Mr. Reyes explained that this is in accordance with the established policy regarding employees whose salaries are reviewed on the anniversary dates of their employment because their salaries have respectively been reviewed throughout the year 1954, from January to December. With this explanation, the Union has agreed to such a policy and is satisfied with the Company's procedure of reviewing the salaries of these particular employees. The same agreement has been reached between the Company and the Union in the matter of the review of salaries of hourly paid employees whose total monthly salary rates amounts to P300.00 and above.

x x x x'

This minutes was signed by Amado J. Buenviaje for the respondent and Nicolas Cote for the complainant as secretary thereof. Complainant contends that this minutes could not have altered the agreement of the parties because it was not acted upon and approved by its board of directors and/or its members in general. It was further alleged that Mr. Cote could not have signed for the union. In other words, complainant repudiated what transpired in the conciliation meeting between the parties on May 19, 1955. The questioning of the capacity of Cote to sign the minutes and the repudiation of the agreement arrived at in that conciliation could not be sustained because, as Exhibits '10-A', '10-B', '10-C', '10-D', '10-E', '10-F', '10-G', '10-H', and '10-I' show, Mr. Cote has previously signed the minutes of other conciliation meetings between the parties therein and the complainant has never repudiated any of what transpired or was agreed upon in these meetings. The Court can not see any reason why complainant should go back on what was agreed upon in the conciliation meeting of May 19, 1955. It must also be considered that Mr. Gaerlan and other responsible officials of complainant were present in that meeting and did not present any objections to what had been agreed upon, indicating that they have agreed to it, as in fact they did.

"The question now is not a question of whether the agreement entered into by the parties upon the intervention of this court through the Honorable Associate Judge Juan L. Lanting was violated or not since this Court has no jurisdiction to enforce collective bargaining agreements. This was the doctrine enunciated in the case of the Philippine Sugar Institute (G. R. No. L-13098, dated October 29, 1959). Apparently, the question to be decided is whether or not the respondent entered into the agreement without any intention of complying with the same for if so, bad faith may be imputed upon it. But this bad faith could not be imputed upon the respondent even granting that they did not follow the agreement to the letter on the point in question since it appears that this matter was taken up in a conciliation meeting between the parties wherein they were properly represented and wherein the policy of the Company to the effect that the increase in pay equivalent to 6-1/2% was to be reviewed and granted on the anniversary month of the employment of the employees concerned. As has been pointed out, the complainant did not oppose this policy which the Company broached as the one it would follow in implementing the collective bargaining agreement of the parties regarding the wage increase of its employees receiving above P250.00 a month. If there was no bad faith, there could not have been a refusal to bargain in good faith. It must also be remembered that the agreement was entered into through the conciliatory powers of this Court, presided by the then Associate Judge Juan L. Lanting who attested and approved the same. The agreement was not entered into in the concept of free collective bargaining as now outlined by Republic Act No. 875, the very act under which respondent is prosecuted. It should also be noted that there is nothing on the record to show that the respondent followed its announced policy in implementing the wage increase in question to discriminate against union members. In fact, the evidence shows or tends to show that the application of that policy was universal regardless of the union membership or activities of the employees concerned.

"It is a well-settled rule that before any party may be found guilty of unfair labor practice, it is essential to show that such party discriminated against union members or against employees in order to discourage, interfere, or in any way meddle into the union activities of such employees. Therefore, after considering the fact that the acts imputed by complainant upon the respondent and alleged to be unfair labor practice acts were agreed upon and executed only after a conciliation meeting with the responsible officials of the complainant it could not be said that the Company or the respondent herein is guilty of unfair labor practice. It must be recalled that the causes of the implementation of the policy and the reasons thereof were announced to the responsible officials of the complainant in that conciliation meeting on May 19, 1955, is too farfetched to hold that the Company, the respondent herein, intended to commit unfair labor practice acts when the acts imputed against it were first announced to the union to which the latter agreed.

"At this juncture, it is noteworthy to mention that the implementation of Section 7 of the agreement as proposed by the respondent and agreed upon by complainant in the conciliation meeting of May 19, 1955 was more advantageous to the employees. In the agreement the wage increase is to be implemented only once during the three years duration of the contract. While under the policy of the respondent to which, as has been

said, complainant agreed, the wage increase in the percentages set forth in the agreement is to be implemented or granted not once but every first of the month of the anni-versary of the employment of each and every one of the employees concerned. In other words, during the three years dura-tion of the contract between the parties, the wage increase will be implemented thrice instead of once as said contract seems to imply before the parties held a conciliation meeting on May 19, 1955. This again is another factor which the Court took into consideration when disposing of this issue. The general welfare of the respondents em-ployees was paramount in the mind of the Court."

x x x x x x x x x x

"It must also be remembered, while this Court does not find respondent guilty of refusing to bargain collectively in good faith, it is taken into consideration the fact that the agreement in question arose out of the exercise of compulsory arbitra-tion by this Court under Section 10 of Republic Act No. 875. That case involves the same parties herein and was docketed as Case No. 7-IPA. And it may be added that agreements arrived at pursuant to the exercise of the powers of this Court under Section 10 of Republic Act No. 875 may be abandoned, amended or altered only upon leave of court."

Petitioner Union admits that respondent Pangilalo Gaerlan, a member of the Philippine Bar, a clerk-typist in the Engineering Department of Meralco and for some time President of petitioner Union, signed and filed all the pleadings and appeared for the Union in all the hearings and other proceedings had in Case No. 7-IPA.

It appears that on July 11, 1962, or more than seven years after the collective bargaining agreement mentioned heretofore was entered into by petitioner Union and Meralco and approved by the respondent Court in Case No. 7-IPA, respondent Gaerlan filed in his own behalf in Case No. 731-ULP a "Motion for Execution and Notice of Attorney's Lien" alleging that the collective bargaining agreement already referred to had an estimated monetary benefit for the members of petitioner Union amounting to about P2,000,000; that petitioner had retained him as counsel in Case No. 7-IPA on a contingent basis of 20% of the total mone-tary benefits that might accrue in favor of the employees of Meralco as a result of said case. Upon these facts he prayed the respondent court (1) to order the computation of all the benefits received or to be received by the mem-bers of the petitioner Union by virtue of the award in Cases 7-IPA and 731-ULP and (2) to order further that 20% thereof be approved as his attorney's fees, the correspond-ing amount to be turned over to him in payment thereof.

Gaerlan served no notice of the motion abovementioned on, petitioner Union, for which reason during the hearing held in connection therewith the CIR issued an order requir-ing him to do so. The notice was subsequently served on Nicolas Cote, at the time President of petitioner Union, who subsequently appeared and manifested that while the Union had no objection to Gaerlan's claim for attorney's fees in so far as the supervisory employees of Meralco were concerned, he, however, prayed that he be given time to' file an opposition to Gaerlan's claim in so far as it affected other members of the Union. This having been granted, petitioner Union filed its opposition on October 21, 1962 alleging the following as grounds in support there-of: that Gaerlan's retention as counsel for petitioner Union was made through misrepresentation and did not reflect the true intention of the Union; that the services for which he was claiming compensation were primarily rendered by him as President of petitioner Union at that time and that, as such President, he was receiving due compensation; that he had already been paid for whatever services he had rendered as the Union's counsel in Case No. 7-IPA; that the award in Case No. 7-IPA - which was the approved version of the bargaining agreement entered into between petitioner Union and Meralco - was not the result of Gaerlan's legal services but was due to the efforts exerted by the Union and Management, and that, at any rate, the contingent fees of 20% of the monetary benefits awarded under said bargaining agreement were exorbitant and un-conscionable.

On March 3, 1965 the CIR, through Judge Bugayong, issued the appealed order granting, inter alia, res-pondent

Gaerlan's claim for attorney's fees on a 20% contingent basis estimated to amount to P400,000. This, according to petitioner Union, was done without giving it a chance to be heard and present evidence in support of its opposition filed as mentioned heretofore. On March 13, 1965 petitioner Union filed a motion for re-consideration alleging, among other things, that respondent Gaerlan was not retained by it as its counsel in Case No. 7-IPA because he was then its President; that the resolution attesting to his retention as counsel and his right to compensation was not only approved by less than a majority of petitioner's Board of Directors but was secured through fraud and misrepresentation; that, as stated in a sworn statement subscribed by three members of said Board of Directors (Salvador Bunao, Alejandro Santos and Marcelo Buenafe), the alleged resolution was signed by them in 1962 and not in February 26, 1955 as the aforesaid resolution purported to show. On March 18, 1965 Gaerlan filed his opposition to the aforesaid motion for reconsideration controverting the grounds relied upon therein, to which petitioner Union filed a reply on April 15 of the same year in which it alleged, inter alia, that the respondent court had no jurisdiction over the subject matter of the pending incident. A few days later, Meralco moved the CIR to set the matter for oral argument before the Court en banc. Without expressly passing upon this latter motion, the CIR denied the Union's motion for reconsideration as well as a similar motion filed by Meralco.

Apart from the present appeal before Us taken by petitioner Union, Meralco had appealed from the same order and resolution on April 30, 1965 (G. R. No. L-24453). The appeal, however, was dismissed by Us on May 19 of the same year.

In support of the present appeal, petitioner Union has submitted for consideration the following propositions:

(1) that the CIR has no jurisdiction to determine and award attorney's fees in a case involving purely a labor dispute; (2) that even if it had such jurisdiction, it had no authority to do it in Case No. 731-ULP, nor to issue an order in said Case No. 731-ULP for the execution of its award of attorney's fees in favor of respondent Gaerlan, the alleged legal services of the latter having been rendered in another labor case terminated seven years before; (3) that the CIR had no jurisdiction to grant affirmative relief or any other kind of relief in an unfair labor practice case after finding that the respondent therein had not committed the unfair labor practice charged and was, therefore, acquitted; and finally, that assuming that it had the authority to consider and make the award of attorney's fees for legal services rendered in Case No. 7-IPA and order its execution in Case No. 731- ULP, it had no authority to make the award and order its execution without giving the party ordered to pay the attorney's fees an opportunity to present evidence in support of its opposition to the claim for attorney's fees.

The above propositions being interrelated, We shall consider them jointly.

Gaerlan's right to collect attorney's fees is predicated upon legal services allegedly rendered by him to petitioner Union and its members in connection with Case No. 7-IPA - a case involving the exercise of compulsory arbitration power by the CIR under Republic Act No. 875 in which it had approved a collective bargaining agreement entered into between the parties therein (petitioner Union and Meralco) on April 29, 1955.

On the other hand, Case No. 731-ULP was an Unfair Labor Practice case filed by petitioner Union against Meralco on March 3, 1965 for the reinstatement of Dionisio Alcancia, a Meralco bill collector and member of the Union, and for an order requiring Meralco to bargain collectively in good faith with its employees or their representatives by implementing the provisions of the aforesaid collective bargaining agreement of April 29, 1955, particularly Section 7 thereof. As heretofore adverted to, the charge for unfair labor practice was dismissed, and, in relation to the other relief prayed for, the CIR declined to enforce the collective bargaining agreement limiting itself to enjoining the parties thereto to comply with its provisions as approved by it in Case No. 7-IPA.

It is patent that it was error for respondent Gaerlan to file his motion for award of attorney's fees and for execution

in Case No. 731-ULP, in the same manner that it was error for the CIR to entertain such motion and to issue the writ, in said case. This conclusion is fortified by the fact that, in the appealed order itself, the CIR held - following the doctrine laid down in the case of Philippine Sugar Institute vs. CIR et al. (106 Phil. 401) - that it has no jurisdiction to enforce collective bargaining agreements. It is, therefore clear, that Case No. 7-IPA which ended with a Collective Bargaining Agreement submitted to and approved by the CIR, is the proper forum for the consideration of the professional fees due to the lawyers who appeared for the parties therein.

Petitioner claims, however, that the CIR, being a court of limited jurisdiction, has no authority to resolve Gaerlan's claim for attorney's fees, which should be the subject of an ordinary civil action. This is without merit. As stated heretofore, Gaerlan's claim for attorney's fees can not be entertained in Case No. 731-ULP. This, however, does not apply to Case No. 7-IPA, the subject matter of which - both parties concede - was within the jurisdiction of the CIR. The latter, consequently, must be deemed to have jurisdiction, of all incidental matters connected with the main issue - such as the professional fees due to the lawyers who represented the parties - even if a considerable period of time has already elapsed since their services were rendered.

Moreover, even if we were to hold that the claim for attorney's fees under consideration may be entertained in Case No. 731-ULP, We would be constrained to set aside the order and resolution appealed from on the ground of lack of procedural due process.

As stated heretofore, upon being served with notice of the claim for attorney's fees and motion for execution filed by respondent, Gaerlan, petitioner Union, through its President at the time, Mr. Cote, appeared and manifested that while the Union had no opposition to the claim in so far as the supervisory employees of Meralco were concerned, he asked for time to file an opposition thereto in so far as it adversely affected other employees of Meralco. As a matter of fact, on November 8, 1962 petitioner Union, through its President, filed a formal written opposition to Gaerlan's claim and motion, raising substantial issues whose resolution required a hearing and presentation of evidence. Among them were that Gaerlan's retention as counsel for the Union was procured through misrepresentation and did not reflect the true intention of the Union; that Gaerlan's appearance in Case No. 7-IPA was in his capacity as President of the Union and not particularly as counsel; that even if he had appeared as counsel, his services as such had already been duly compensated; that the collective bargaining agreement executed by the parties in Case No. 7-IPA was arrived at not through the efforts and services of Gaerlan but through those of Management and the Union; that the Board resolution pursuant to which Gaerlan's legal services were engaged was not approved on February 26, 1955, as claimed by him, but sometime in 1962, and that said resolution was not binding upon the Union because it was approved with the vote of less than the majority of the members of its Board of Directors.

In connection with the above issues there appears nothing in the record sufficient to overcome the Union's contention that there had been no formal hearing; that it had not been given sufficient opportunity to present its evidence; and that after the filing of its opposition the next notice that it received was in connection with the order of the CIR of March 3, 1965 which is the order appealed from. Bearing in mind that the claim for attorney's fees in question may reach the considerable amount of P400,000.00 - an amount that may not be justified by the nature of the professional services rendered - We are of the opinion, and so hold, that it should have been the subject of a careful hearing, with full opportunity given to both parties to the controversy to present whatever evidence they had to support their respective contentions.

WHEREFORE, the order and resolution appealed from are hereby set aside, without prejudice to the right of respondent Gaerlan to file his claim for attorney's fees in Case No. 7-IPA, where it should be resolved after giving all the interested parties an opportunity to be heard in accordance with law. Without costs.

Concepcion, Makalintal, Ruiz Castro, Fernando, and Villamor, JJ., concur.

Reyes, JBL. J., concurs with J. Teehankee's separate opinion as well as the main opinion.

Zaldivar, J., took no part.

Teehankee, J., concurs in this and in a separate opinion.

Barredo, J., on official leave.

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CONCURRING OPINION

TEEHANKEE, J.:

I concur fully with the main opinion of Justice Dizon, but wish to add these brief comments to the caveat therein that respondent's belated claim for attorney's fees and petitioner's strong opposition thereto should be "the subject of a careful hearing, with full opportunity given to both parties to the controversy to present whatever evidence they had to support their respective contentions."

It has been noted that in most of these cases of attorneys' fees, the industrial court summarily grants the attorney's claim for stipulated contingent fees ranging from 20% to 30% of the total monetary benefits accruing to the workers and orders the direct segregation and payment thereof, without considering the reasonableness thereof. This has led to complaints of exploitation of the workers, which, however, do not reach this Court because of the workers' inhibition and reluctance to question 'their leaders' actions, apathy or ignorance.

I believe that all such claims for attorneys' fees should be the subject of careful hearing by the court, and where, as in this case, the attorney is also the president of the workers' union, the court should be more cautious in assessing the claim, because the union president, as such, is already compensated for his services by the workers from their union dues, in the same manner that an executor or administrator of an estate may not charge against the estate any professional fee for legal services rendered by him, because he is already compensated as such executor or administrator. (Rule 85, section 7).

At the hearing ordered by the Court, the industrial court should take into consideration the Court's admonition in *Gorospe vs. Gochangco*,^[1] that that "(F)rom *Bachrach vs. Golingco*, 39 Phil. , 138 (rendered in 1918) to *Sison vs. Suntay*, 102 Phil. , 769, December 28, 1957, this Court has repeatedly fixed counsel fees on a quantum meruit basis whenever the fees stipulated appear excessive, unconscionable, or unreasonable, because a lawyer is primarily a court officer charged with the duty of assisting the court in administering impartial justice between the parties, and hence, his fees should be subject to judicial control." In fixing fees on a quantum meruit basis, Rule 138, section 24 provides three essential factors: (1) the importance of the subject matter of the controversy; (2) extent of the services rendered; and (3) the professional standing of the attorney.

These factors in determining an attorney's fair compensation were long amplified upon and discussed in *Delgado vs. De la Rama*,^[2] as follows: "The amount and character Of the services rendered; the labor, time, and trouble involved; the nature and importance of the litigation or business in which the services were rendered; the responsibility imposed; the amount of money or the value of the property affected by the controversy, or involved in the employment; the skill and experience called for in the performance of the services; the

professional character and social standing of the attorney; the results secured; and whether or not the fee is absolute or contingent, it being a recognized rule that an attorney may properly charge a much larger fee when it is to be contingent than when it is not. The financial ability of the defendant may also be considered by the jury, not to enhance the amount above a reasonable compensation, but to determine whether or not he is able to pay a fair and just compensation for the services rendered, or as an incident in ascertaining the importance and gravity of the interests involved in the litigation. But what is a reasonable fee must in a large measure depend upon the facts of each particular case, and be determined like any other fact in issue in a judicial proceeding. While opinions are receivable and entitled to due weight, the courts are also well qualified to form an independent judgment on such questions and it is their duty to do so."

In addition to the foregoing, the novelty and difficulty of the questions involved, the customary charges of the bar for similar services (and this should include a survey of the charges of management lawyers, who have complained that labor lawyers charge much more than they) and the character of the employment, whether casual or for an established client.[3] An additional vital factor in labor cases is that although hundreds or thousands of workers may be involved in the controversy, thus giving rise to the large amounts involved, the controversy involved is generally the same and does not call for the exertion of special and additional services and efforts in proportion to the number of workers involved. If the litigation is supported by the workers' union dues, a 20%-30% fee from the monetary benefit resulting to the individual worker would not appear to be a reasonable nor contingent fee. It should be justified to the Court that the union leadership explained fully to the rank and file the extent and amount involved in contingent fee contracts and that they were given the alternative of opting for a fixed fee contract for the attorney's services.

[1] 106 Phil., 425 (1959)

[2] 43 Phil. 419.

[3] Art. 12, Canons of Professional Ethics.

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