

THE BACHRACH MOTOR CO., INC., OWNERS AND OPERATORS OF THE RURAL TRANSIT; PETITIONER, VS. RURAL TRANSIT EMPLOYEES' ASSOCIATION, AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G.R. No. L-2570. December 29, 1949

Ponente: OZAETA, J.

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OZAETA, J.:

Pablo Reyes, employed by the Rural Transit as a chauffeur of one of its buses, was, on May 8, 1948, dismissed from the service as of March 23, 1948, when he was suspended. The Rural Transit Employees' Association, of which he was a member, petitioned the Court of Industrial Relations to order his reinstatement and to require the Rural Transit to pay his wages from the day of his suspension until he is reinstated. The Court granted the petition, and the Bachrach Motor Co., Inc., as owner and operator of the Rural Transit, has brought up the case to this court by certiorari.

It appears that on January 20, 1948, the Bachrach Motor Co., Inc., and the Rural Transit Employees' Association entered into a written agreement wherein they stipulated various terms and conditions under which the employees agreed to work for the Rural Transit, effective during the year 1948. That agreement was submitted by the parties to the Court of Industrial Relations in case No. 142 of said court, entitled "Rural Transit Employees' Association, petitioner, vs. Rural Transit, owned and operated by the Bachrach Motor Co., Inc., respondent," together with a joint petition praying that said agreement be approved and that the parties be joined and required to observe the terms and conditions thereof. In an order dated February 3, 1948, the court approved said agreement and enjoined the parties to comply with and observe strictly the terms and conditions thereof, "which, as between the parties, shall have the same effect as a decision or award by this court," Paragraphs 11 and 16 of said agreement read as follows:

"11. That the dismissal of employees or of any employee shall be subject to the approval of the Court of Industrial Relations as the case may be. Furthermore, suspension shall not last for more than one week and in case of exoneration, he shall be paid his full salary corresponding to the period of his suspension or the case should be elevated to the Court of Industrial Relations."

"16. That it is hereby further agreed that any employee or worker of the Rural Transit who, upon proper investigation, is found misappropriating funds or income of the PARTY OF THE FIRST PART in any form or manner, or who willfully violates the reasonable rules and regulations governing the operation of the Rural Transit, shall be separated from the service immediately."

Petitioner contended that the dismissal was in accordance with paragraph 16, while respondents contended that it was in violation of paragraph 11.

Petitioner's contention was predicated on the allegation that Pablo Reyes, the employee involved, was guilty of a violation of the rules and regulations against reckless driving and over speeding in that on March 23, 1948, bus

No. 151 driven by him fell into a ditch through his recklessness and that he had drunk liquor prior to the accident; whereas the said employee contended that the happening was purely accidental and beyond his control.

After considering the oral and documentary evidence presented by both parties during the hearing, the Court of Industrial Relations found that at the time of the accident the bus was running at a speed of about 45 to 50 kilometers per hour; that when the bus approached a culvert located between the barrios of Bascaran and Tuao of the towns of Solano and Bagabag, Nueva Vizcaya, the driver slowed his speed down to about 40 to 45 kilometers per hour; that upon passing said culvert the driver felt a jerk and heard a crack from the springs of the left front wheel, followed by the jumping of the front wheels; that the bus swerved to the right when it got out of control; that the driver applied the brakes slightly and then released it later in order to avoid the bus's toppling over to the right canal of the national highway; that it struck a carabao hole about 60 centimeters deep and the impact dented the front axle, smashed the gasoline tank and fuel pump, and damaged other parts of the bus; that on investigation it was found that the left front wheel mainsprings were broken and that the steering control became inoperative because of this breakage. The court further found that Pablo Reyes was one of the 16 prewar drivers who were recalled to the service after the liberation and that because of his experience as bus driver, bus No. 151, a new model, was assigned to him. The court also found that there was no satisfactory showing that Driver Pablo Reyes was drunk or was observed to be in a state of drunkenness on the day of the accident. On the contrary, the court found, "the aforesaid driver employed reasonable precaution and maneuver to avert the said accident, a clear manifestation of his experience and adeptness in handling trucks or buses." The court concluded that the driver was not to blame, and that the happening was an ordinary accident usually occurring on the highways, specially on rough roads.

Those findings of fact, although disputed by petitioner, are conclusive upon this court in the absence of a clear abuse of discretion.

Petitioner contends that the Court of Industrial Relations had no jurisdiction to hear and decide the case because it was not an industrial dispute but at most only a breach of contract. We find no merit in this contention because, in our view, the case involves the interpretation and enforcement of an agreement between the parties which has the force and effect of a decision or award of the Court of Industrial Relations. That agreement and the resulting award or decision of the Court of Industrial Relations were made precisely to avoid an industrial dispute which was likely to cause a strike or lockout. Under said agreement the dismissal of an employee was subject to the approval of the Court of Industrial Relations. The petitioner violated it by dismissing Pablo Reyes without seeking the approval of said court. Paragraph 16 of the agreement invoked by the petitioner must be interpreted in harmony with paragraph 11. In other words, although the petitioner may immediately dismiss an employee found guilty of misappropriating funds of the company or who wilfully violates the reasonable rules and regulations governing its operation, such dismissal is not final but subject to review by the Court of Industrial Relations. Section 18 of Commonwealth Act No. 103 provides that "whenever a doubt shall arise as to the meaning or interpretation of an award, order or decision of the Court of Industrial Relations, any interested party may petition the Court to determine such meaning or interpretation and the Court, upon receiving such petition, shall set a date for the hearing of the case and shall dispose of the same as soon as practicable."

Having found that the dismissal was unjustified, the court did not err in ordering the payment of back wages.

The Court of Industrial Relations did not base its decision on the fact that the chauffeur involved had not been prosecuted for and convicted of a violation of the Motor Vehicle Law but on its own finding from the evidence that he was not to blame for the accident. It merely mentioned the lack of such conviction to reinforce its finding a superfluity, in our opinion. Hence petitioner's last assignment of error is likewise devoid of merit.

The appealed decision is affirmed, with costs against the petitioner.

Moran, C.J., Paras, Pablo, Bengzon, Padilla, Tuason, Montemayor, Reyes, and Torres, JJ., concur.

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