

CLEMENTE SUMCAD, PETITIONER, VS. COURT OF INDUSTRIAL RELATIONS AND PHILIPPINE MARINE OFFICERS GUILD, RESPONDENTS.

G. R. No. L-18716. April 29, 1963

Ponente: DIZON, J.

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DIZON, J.:

Appeal by certiorari from the order of the respondent court in Case No. 249-ULP-Cebu, of May 27, 1961 sustaining its co-respondent's motion to dismiss, and from its resolution en banc of July 7, 1961 denying petitioner's motion for reconsideration.

On May 31, 1955, respondent Philippine Marine Officers Guild, hereinafter referred to as the Union, was duly certified as the representative of all marine officers and engineers of the William Lines, Inc., a duly organized, domestic corporation engaged in the business of coastwise shipping, hereinafter referred to as the Company, for collective bargaining purposes.

On December 30, 1957, the Company and the Union entered into a collective bargaining agreement with a closed-shop provision partly to this effect:

The COMPANY hereby agrees that membership in good standing with the UNION shall be a strict requirement as a condition of employment of all the marine officers and marine engineers employed and hereafter to be employed by the COMPANY in connection with its vessel."

"Upon written notification by the UNION that an officer or engineer is no longer in good standing with the UNION, the COMPANY shall immediately dismiss such officer or engineer from employment."

At that time petitioner Clemente Sumcad was the Master of one of the vessels of the Company. As he refused to affiliate with the Union because the law did not allow him to join a labor organization of his subordinates, the Union sought his dismissal. On February 3, 1958, the Company sent him a written notice requiring him to affiliate with the Union within twenty-four hours from receipt thereof, otherwise he would be dismissed from the service. Thereupon, petitioner filed with the Court of First Instance of Cebu a complaint, with a petition for a writ of preliminary injunction, against the Company to restrain the latter from dismissing him. Having been allowed to intervene, the Union moved for the dismissal of the complaint on the ground that the court had no jurisdiction over the subject-matter. The court sustained the motion and dismissed the case. As petitioner's appeals first to the Court of Appeals and later to Us were unsuccessful, the Company dismissed him.

As a result of his dismissal, petitioner filed with the respondent court a complaint for unfair labor practice against the Company and the Union (Case No. 249-ULP- Cebu). The latter filed a motion to dismiss on the ground that the complaint did not state a cause of action. While the same was pending resolution, petitioner and the Company submitted to the Court a written amicable settlement by virtue of which, on May 27, 1955, said court, through Judge Tabigne, issued the first order appealed from approving the amicable settlement and dismissing the charges

against the Company, granting, at the same time, the Union's motion to dismiss on the ground that there was "no unfair labor practice act committed" by the latter. Petitioner's motion for reconsideration having been denied by the court en banc, he filed the present petition for review by certiorari.

Under Section 3 of the Industrial Peace Act employees have the right, inter alia, to join any labor organization of their own choice for the purpose of collective bargaining. On the other hand, under Section 4 of the same Act, it constitutes unfair labor practice for a labor organization to, inter alia, "coerce employees in the exercise of their rights under section three".

In the light of these legal provisions and upon the facts stated heretofore if established during the trial of the case for Unfair Labor Practice mentioned above the Union could be found guilty, irrespective of whether petitioner was or was not covered by the collective bargaining agreement between the Company and the Union. If he was covered in spite of the nature of his employment of Master of a vessel the unfair labor practice on the part of the Union was clear, because petitioner, being already in the employ of the Company, when the agreement was entered into, was not under obligation to join the Union to keep his job. If he was not covered, the fact would still remain that the Union "coerced" him to join its ranks and caused his dismissal because he refused to join. This appeal is, therefore, meritorious. Wherefore, the orders appealed from are set aside and this case is remanded to the respondent court for further appropriate proceedings, with costs.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., Barrera, Paredes, Regala, and Makalintal, JJ., concur.

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