SUPREME COURT
EN BANC

CALTEX [PHIL.] INC.,
***Petitioner*,**

-versus-

G.R. No. L-4758
May 30, 1953

PHILIPPINE LABOR ORGANIZATIONS, CALTEX CHAPTER,
***Respondent*.**
x----------x

D E C I S I O N

PARAS, *C.J.*:

In the course of the proceedings in Case No. 112-V of the Court of Industrial Relations, involving an industrial dispute between the Philippine Labor Organizations, Caltex Chapter, hereinafter referred to as the Union, and Caltex (Philippines), Inc., hereinafter referred to as the Company, that court issued an order on January 2, 1948 containing the following directive:

> "The laborers involved in these cases, pending the final determination of same, are enjoined not to stage strike or walk out from their employment without authority from and without first submitting their grievances to the court. The respondent companies are likewise enjoined not to lay off, dismiss,

discharge or admit any employees or laborers in their employments during the pendency of these cases without beforehand notifying and obtaining the authority of the court. The controversial points involved in the petitions will be heard separately by this court at the opportune time."

On February 13 and 15, 1950, the Union presented certain demands on the Company which became the subject of negotiations between the parties. On March 1, 1950, a strike was declared by the Union, a matter which the Company submitted to the Court of Industrial Relations in Case No. 112-V(10). After hearing, the Court of Industrial Relations, thru Presiding Judge Arsenio C. Roldan, rendered a decision dated July 31, 1950, holding as follows:

"1. The prohibition from declaring a strike during the determination of the dispute, issued in a pending case before the Court, refers to a strike over the same or similar demands or dispute or matters directly connected with them in the pending case only, and a strike thus declared while there is such order, is a violation of this injunction and, therefore, illegal;

"2. Prohibition not to declare strike during the determination of the dispute in a pending case before the Court does not prohibit a strike for new demands;

"3. The strike declared by the members of the petitioning union, workers of the respondent company, on March 1, 1950, was not a violation of the order given by the Court of Industrial Relations on January 2, 1948;

"4. The strike declared by the members of the petitioning union, workers of the respondent company, on March 1, 1950, was illegal, not only because the purpose was trivial, unjust or unreasonable but because there was no good purpose at all.

"5. The company did not dismiss the laborers Concha, Silva, Algozo and Punzal as they abandoned their work, and,

therefore, the officials of the management can not be held in contempt of Court; and

"6. As this strike was illegal, the Company is authorized to dismiss those responsible therefor, and may rehire such of the striking employees and laborers and/or new labor force as in its discretion it may see fit."

The Union filed a motion for reconsideration. Under date of January 31, 1951, the Court of Industrial Relations in banc issued a resolution reversing the decision of Judge Roldan insofar as it declared the strike illegal and insofar as it authorized the Company to discharge the workers responsible for the strike. This resolution was by a three-to-two vote.

On March 20, 1951, the Company filed an urgent petition, followed on the next day by an urgent amended petition, praying that the motion for reconsideration filed against the decision dated July 31, 1950 of Judge Roldan, be denied, because said decision had become final and unappealable on August 17, 1950, in view of the fact that, although the motion for reconsideration was filed by the Union on the last day of the reglementary period, no copy thereof was served upon the adverse party and no proof of service was shown. This amended urgent petition was denied by the Court of Industrial Relations in banc in its unanimous order of April 20, 1951. The Company has filed the present petition for review on certiorari, praying that judgment be rendered:

"(a) reversing and setting aside the resolution of the Court of Industrial Relations modifying the decision of July 31, 1950, the latter having become final and unappealable;

"(b) but should this court be of the opinion that the decision had not become final and unappealable, petitioner prays that this Honorable Court render judgment reversing and setting aside the resolution of the Court of Industrial Relations which modified the decision of July 31, 1950, and affirming the said decision.

The contention of the Company that the decision of the Trial Judge of July 31, 1950 had become final and unappealable, is without merit. Assuming that copy of the motion for reconsideration filed by the Union was not served upon the Company, or if it was served no proof of service was presented, the Court of Industrial Relations could entertain said motion for reconsideration as an application by an interested party for the reopening of a question involved in the decision under section 17 of Commonwealth Act No. 103, as amended. (Goseco vs. Court of Industrial Relations, 68 Phil. 444.)

There is neither merit in the company's contention that the strike staged by the Union on March 1, 1950 was in violation of the directive of the Court of Industrial Relations of January 2, 1948, hereinabove quoted. From the very decision of July 31, 1950, it is clear that the strike was motivated by new demands or matters not connected with or similar to the demands or disputes involved in the case in which the order of January 2, 1948 were issued, and therefore could not have been, as correctly held by Judge Roldan, violative of the directive against strikes.

The important question that arises is whether the strike held on March 1, 1950, was illegal. On this we agree with the resolution of the Court of Industrial Relations in banc. It is noteworthy that on February 13, 1950, the Union sent a letter to the Company, containing fourteen demands referring to wage differentials, retirement and insurance benefits, free medical treatment and hospitalization with pay, Christmas bonus, bonus to drivers, vacation and sick leave, overtime pay, reinstatement of certain employees, gratuity to pre-war employees and backpay during the Japanese occupation. It appears also that in the second letter of February 15, 1950, the Union gave the manager of the Company forty-eight hours to decide on the demands, with the admonition that the Union would declare a strike. The resolution of the Court of Industrial Relations in banc of January 31, 1951 found that "among the factors that motivated the declaration of the strike was the failure of the respondent to meet the petitioner's demands." These demands, if granted, would certainly tend to improve the conditions of the laborers and employees affected, and cannot be said to be trivial, much less illegal. But whether the same are unreasonable or unjust is a matter to be decided after proper consideration. If said demands cannot be granted for being unjust or

unreasonable, the only consequence, in the appropriate words of the Court of Industrial Relations in banc, should "be their rejection and not the punishment of the workers who presented them." To make the legality or illegality of strikes dependent solely on whether the demands of laborers may or may not be granted, is in effect to outlaw altogether an effective means for Securing better working conditions.

WHEREFORE, the Decision of the Court of Industrial Relations now under review is hereby affirmed, with costs against the petitioner. So Ordered.

Feria, Pablo, Bengzon, Tuason, Jugo and Bautista Angelo, *JJ*., concur.
