EXHIBIT A

COMMONWEALTH OF PUERTO RICO
GENERAL COURT OF JUSTICE
SUPREME COURT

UNIÓN GENERAL DE TRABAJADORES	CASE NUMBER: CC2020-0487
APPEALED	ORIGINAL: SJ2019CV01554
VS.	APPEALS: KLCE202000522
CENTRO MÉDICO DEL TURABO, INC. D/B/A HOSPITAL HIMA	CIVIL ACTION
PETITIONER	CIVIL ACTION OR FELONY

ATTY. CONCEPCIÓN CASTRO, CARLOS
CCONCEPCIÓN@CCCLWPR.COM

N O T I F I C A T I O N

I CERTIFY THAT REGARDING THE OPINION AND JUDGMENT ISSUED BY THE COURT IN THE ATTACHED RULING

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ATTY. COLLAZO MOJICA, AGUSTÍN
ACOLLAZO@ACLAWOFFICE.COM
ATTY RIVERA CINTRÓN, EDWIN
ERC@ERCLEGAL.COM
ATTY. COURT CLERK PR SUPREME COURT
NOTIFICACIONESTSPR@GMAIL.COM

IN SAN JUAN, PUERTO RICO, ON MARCH 23, 2022

ATTY. JAVIER O. SEPÚLVEDA RODRÍGUEZ
COURT CLERK OF THE SUPREME COURT
BY: S/MILKA Y. ORTEGA CORTIJO
DEPUTY COURT CLERK

IN THE PUERTO RICO SUPREME COURT

Unión General de Trabajadores Petitioner v. Centro Médico del Turabo, Inc. d/b/a Hospital HIMA San Pablo Caguas and Hospital HIMA San Pablo Fajardo Appealed Unión General de Trabajadores Appealed v. Centro Médico del Turabo, Inc. d/b/a Hospital HIMA San Pablo Caguas and Hospital HIMA San Pablo Fajardo Petitioner	CC=2020-0449 consolidated with CC-2020-0487	*Certiorari*

Opinion of the Court issued by the Associate Judge Mr. COLÓN PÉREZ

In San Juan, Puerto Rico on March 15, 2021.

This case gives us the opportunity to express ourselves regarding the procedure to be followed by those parties interested in challenging two (2) or more arbitration awards before the judicial forums -- issued separately that deal with matters of a similar nature and where, in essence, they deal with the same parties. In specific, we must answer yes -- in those scenarios our legal system allows the presentation of a sole recourse for the revision of the arbitration awards of those in question or if, on the contrary, current regulations require that appeals be filed separately.

After a careful and detailed analysis of the facts before our consideration, as well as of the applicable law, we anticipate that, when a party is interested in having the primary forum review two (2) or more arbitral awards such as those in controversy here, it has to present an appeal for review for each of the awards thus issued and, consequently, adhere to each of these the corresponding tariffs, as provided in In re Approval of Customs Duties, infra. Let's see.

I.

The Unión General de Trabajadores (hereinafter, "UGT") is the union organization that represents the employees of the Centro Médico del Turabo, Inc. in the HIMA San Pablo de Caguas and HIMA San Pablo de Fajardo hospitals (collectively, "Centro Médico del Turabo, Inc."). Regarding the Hospital HIMA San Pablo de Caguas, the aforementioned union represents the unit of professional employees and the unit of non-professional employees. Meanwhile, at HIMA San Pablo Hospital in Fajardo, the aforementioned union represents only those employees classified as professionals. The relations between the aforementioned hospitals and the unionized employees belonging to the aforementioned units are governed by different collective agreements.

Thus, on January 10, 25 and 27, 2017, the UGT presented three (3) separate complaints against the aforementioned hospital institutions (understood, the HIMA San Pablo Hospital in Caguas and the HIMA San Pablo Hospital in Fajardo). Therein, the aforementioned union organization demanded, for the benefit of its representatives, the payment of the Christmas bonus corresponding to the year 2016, which -- at the time of filing the aforementioned complaints -- had not yet been disbursed. Specifically, the aforementioned Union maintained that, pursuant to Article 17 of the different collective

agreements that covered the three (3) units described above, it was up to the aforementioned hospitals to remit the amount owed for the Christmas bonuses, as well as an equal amount as a penalty, and an additional percentage amount for attorney fees.[1]

Once the aforementioned complaints were filed, the Conciliation and Arbitration Bureau assigned them the following alphanumeric numbers: 1) Fajardo Professional Unit A-17-1174; 2) Non-Professional Unit of Caguas A-17-1917; and 3) Professional Unit of Caguas A-17 (that is, the A-17-1917 with the A-17-1970. Subsequently, said complaints were assigned to the arbitrator, Mrs. Yolanda Cotto Rivera (hereinafter, "Mrs. Cotto Rivera"), who -- as part of the processing of the same -- consolidated the causes of action related to HIMA San Pablo Hospital de Caguas; that is, A-17-1917 with A-17-1970. As such, the one corresponding to the non-professional unit of the HIMA San Pablo Hospital in Fajardo (A-17-1174) was treated separately.

Cognizant of the complaints filed against it, the Centro Médico del Turabo, Inc.,

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[1] Specifically, Art. 17 of the Collective Agreement that covers the professional unit of HIMA San Pablo Hospital in Fajardo -- and which came into effect on May 25, 2016 and ended on May 24, 2019 -- provides:

Section 1 - Christmas Bonus Amount

> The Hospital will grant all employees who have worked seven hundred (700) hours or more within the period of twelve (12) months from the first of October of any calendar year until September 30 of the following year, under the terms provided in Law, a Christmas Bonus equivalent to six percent (6%) of the employee's total income, up to a maximum of ten thousand dollars (10,000) or 3% up to a maximum of $30,000.00, whichever is greater.

Section 2 - Christmas Bonus Payment Date

> Said payment shall be made on or before December 15 of each year in which this Agreement is in force, providing that any employee who has terminated their employment before the date on which this bonus is paid shall only be entitled to receive the bonus percent as provided by law. It is understood that all deductions required by law will be made.

Regarding the professional unit and the non-professional unit of the Hospital HIM.A San Pablo de Caguas, Article 17 of the Collective Bargaining Agreement that applies to them -- which was in force from May 12, 2016 to May 12, May 2020 -- contains essentially language similar to that described above. However, the aforementioned provision increases the maximum of 3% of the employee's total income from $30,000.00 to $40,000.00. See, Appendix of certiorari CC-2020-0449, pgs. 53-346.

objected. Regarding complaint A-17-1917 consolidated with A-17-1970, related to the HIMA San Pablo de Caguas Hospital, it argued that they were not arbitrable because, in their opinion, the doctrine of res judicata due to collateral impediment applied., such that the same should be dismissed with prejudice.[2] On the other hand, and substantively, it argued that it was not obliged to pay the Christmas bonus corresponding to the year 2016 since it had been exonerated by the Department of Labor and Human Resources. This last contention, in turn, was the only defense that was presented for complaint A-17-1174, which referred to HIMA San Pablo Hospital in Fajardo.

It is apparent from the file before our consideration, that Mrs. Cotto Rivera held joint hearings corresponding to the three (3) complaints. However, the attachments reflect that the parties submitted stipulations of facts, submission projects and independent arguments for each of the two (2) cases.[3] In other words, both the UGT and the Centro Médico del Turabo, Inc., kept the processing of the two (2) cases separately, though they were consolidated by the arbitrator.

As such, after evaluating the briefs and the arguments of the parties, and after reasoning that the claims before them were arbitrable, on January 16, 2019, Mrs. Cotto Rivera issued two (2) independent awards, namely: an arbitration award resolving the controversy related to the professional unit and the non-professional unit of HIMA San Pablo de Caguas (*Unión General de Trabajadores v. Hospital HIMA San Pablo Caguas*, A-17-

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[2] Broadly speaking, the Turabo Medical Center, Inc. maintained that, previously, the UGT had filed two other complaints related to the Christmas bonus (A-10-1995 and A-10-1618) for which the Union requested the closure with detriment. Thus, the aforementioned hospital institution argued that said closings with prejudice constituted an adjudication on the merits with respect to the claim for the Christmas bonus -- becoming res judicata -- which is why, to its Judgment, the union organization of reference was prevented from litigating similar facts again. See, Appendix of certiorari CC-2020-0487, p. 28

[3] See, *Appendix of Certiorari* CC-2020-487, pgs. 362-433; Judgment of the Court of First Instance, Appendix of *Certiorari* CC-2020-0487, pgs. 670-671.

1917 consolidated with A-17-1970) and another award resolving the complaint regarding the professional unit of HIMA San Pablo de Fajardo (*Unión General de Trabajadores v. Hospital HIMA San Pablo Fajardo*, A-17-1774). In both scenarios, the latter ruled that Centro Médico del Turabo, Inc. violated Article 17 of the collective agreements that are the object of this litigation, for which she ordered the payment of the Christmas bonus for the year 2016 to the unionized employees. Likewise, in each of the awards issued, she imposed on the aforementioned hospital institution the penalty contemplated by Law No. 148 of June 30, 1969, known as the Christmas Bonus Law, 29 LPRA sec. 502 *et seq*., as well as twenty percent (20%) in attorney fees. These determinations were notified on the same date, although separately.

Dissatisfied with the foregoing, on February 15, 2019, the Centro Médico del Turabo, Inc. went before the Court of First Instance with one (1) *Petition for review of the arbitration awards* in which it requested the review of both awards that, as mentioned, were issued separately. For these purposes, it paid the fees corresponding to a single appeal for review of arbitration awards; that is, ninety dollars ($90.00). In short, in its appeal, the Centro Médico del Turabo, Inc. argued that Mrs. Cotto Rivera, the arbitrator, erred in her interpretation of the Collective Bargaining Agreement that governed the employee-employer relationship between the parties to this litigation, and in concluding that said institution was not exempted from the payment of the Christmas bonus corresponding to the year 2016.

In response to the petition filed by the Centro Médico del Turabo, Inc., the UGT filed a motion to dismiss. In its brief, it argued that the Centro Médico del Turabo, Inc. consolidated *motu proprio* -- in a single recourse -- the challenge to the two (2) arbitration

awards issued independently before the Conciliation and Arbitration Bureau and, in addition, canceled fees corresponding to one (1) single cause of action. Consequently, it requested the dismissal of said appeal, based on the reasoning outlined by this Curia in *M-Care Compounding v. Department of Health, infra*.

For its part, on March 19, 2019, the Centro Médico del Turabo, Inc. filed its opposition to the aforementioned dismissal request. Therein, it argued that in the present litigation, there was no rule that prohibited the filing of a single petition to review more than one arbitration award. This is because, in its opinion, what was resolved by this Court in *M-Care Compounding v. Department of Health, infra* -- precedent on which the UGT based its request for dismissal -- was distinguishable from this case because, on that occasion, the Rules of the Court of Appeals, *infra*, were interpreted, which were not applicable to this case of record.

Similarly, the Centro Médico del Turabo, Inc. emphasized that in the awards that are the object of this case, there was perfect identity of the parties, and that these were issued by the same arbitrator after receiving identical evidence and said results were extremely similar. Regarding the alleged non-payment of fees, it argued that, even if said allegation was correct, it constituted an error that did not make the request null, but voidable, because it did not act fraudulently. For this reason, and without waiving the affirmative defenses described above, on the same date -- that is, March 19, 2019 -- the Centro Médico del Turabo, Inc. consigned the fee payment corresponding to the review of the second arbitration award.

Having considered the positions of both parties, and pursuant to the regulations established by this Curia in *M-Care Compounding et al. v. Dpto. de Salud, infra* --, on April 17, 2020, the Court of First Instance notified a *Judgment* whereby it dismissed the request for

review filed by the Centro Médico del Turabo, Inc. for lack of jurisdiction to entertain the same, since this was not perfected within the requisite thirty (30) day term of to do so. In doing so, the court of first instance reasoned that the arbitrator's decision to handle the cases separately deserved deference and, furthermore, emphasized that both the UGT and the Centro Médico del Turabo, Inc., carried out different submission projects, used different documentary evidence, and presented separate arguments for each case, for which they should have gone to the Court of First Instance through separate appeals and paid the corresponding fees.

Likewise, said forum pointed out that the fee deficiency was not due to the fact that the aforementioned hospital institution was indigent, nor was it due to the actions, omissions or erroneous instructions of the Secretary of the Court. Rather, according to the primary court, it was an error exclusively attributable to the Centro Médico del Turabo, Inc., which in one (1) single request consolidated two (2) reviews of awards issued separately -- and paying the fees corresponding to one (1) single request -- so none of the exceptions recognized by our legal system for the payment of tariffs applied.[4]

In disagreement, Centro Médico del Turabo, Inc. filed a writ of *certiorari* before the Court of Appeals, which in essence, reiterated the arguments outlined before the Court of First Instance. Thus, it pointed out that the primary forum erred by using a regulation

[4] From said opinion, the Centro Médico del Turabo, Inc. requested reconsideration, which was declared invalid by Resolution of June 10, 2020. In it, the primary lighthouse maintained the following:

> [T]he *Rules for the Review Procedure of Administrative Decisions before the Court of First Instance* do not give the parties the power to automatically consolidate cases without the authorization of the Court. Nor do they invalidate the duty to cancel tariffs or their effect on writings. Finally, while the facts of the *M-Care Compounding Pharmacy et als. v. Dpto. de Salud*, turn on procedural incidents in the Court of Appeals, their ratio decidendi if it is applicable to the case at hand. (Italics ours) (Quotes omitted). See, Appendix of *certiorari* CC-2020-0487, p. 705.

inapplicable to administrative review procedures in said forum. Opportunely, the UGT presented its brief in opposition.

Having evaluated the briefs of both parties, on August 26, 2020, the intermediate appellate court issued a *Judgment* whereby it revoked the ruling of the Court of First Instance, on the understanding that, at least one (1) of the two (2) causes of action challenging the arbitral awards to which we have made reference, remained viable. By doing so, it recognized that the Centro Médico del Turabo, Inc. could not, on its own initiative, consolidate the two (2) arbitration awards and present a single appeal for review before the primary forum. Therefore, it held that said hospital institution had to pay fees for each recourse individually.

However, the Court of Appeals reasoned that, since the latter correctly canceled the fees corresponding to a single appeal, the Court of First Instance could allow the revision of one (1) of the awards, but not both. Consequently, it ordered that the primary court should grant Centro Médico del Turabo, Inc. the opportunity to state which award it intended or wanted to review, for which it returned the case to said court.

Dissatisfied, both the UGT and the Centro Médico del Turabo, Inc, appear before this Court through separate writs of *certiorari*. In recource CC-2020-0449, the UGT argues that the intermediate appellate court erred in its application of the rule established in *M-Care Compounding v. Dpto. de Salud*, *infra*, by ruling that the only appeal filed by the Centro Médico del Turabo requesting the joint review of two (2) different determinations is jurisdictionally curable. In this regard, it argues that the Court of Appeals left to the discretion of one of the parties to the litigation the perfection of an appeal filed defectively, and for which the jurisdictional term had elapsed. Therefore, it maintains that the

aforementioned hospital institution had to file each of the appeals separately within the applicable jurisdictional term, with the corresponding fees, and then request that the court consolidate both appeals. Consequently, it requests that we revoke said opinion.

For its part, in the petition for *certiorari* CC-2020-0487, the Centro Médico del Turabo, Inc. alleges that the intermediate appellate court erred in upholding the dismissal of one (1) of the awards challenged in the primary court, since the latter, in its opinion, used a rule and regulation inapplicable to administrative review procedures before the Court of First Instance. Thus, it argues that *M-Care Compounding v. Dpto. de Salud, infra*, cannot be applied to the controversy before our consideration, because in said case it was an interpretation of the Rules of the Court of Appeals regarding the review of administrative decisions. It stated that cases like the one at issue, are governed by the *Rules for the Review Procedure of Administrative Decisions before the Court of First Instance, infra*. Thus, and because it understands that the opposing petition that it filed intends to review two (2) awards whose content is identical, it asks us to modify the decision of the court *a quo*.

With the controversy locked in this manner, we issue both writs and, after consolidating them, with the benefit of the appearance of both parties, we proceed to resolve.

II.

As is known, in Puerto Rico there is a vigorous public policy that favors labor-management arbitration. *AAA v. UIA*, 200 DPR 903, 922 (2018); *H.R. Inc. v. Vissepó & Diez Construction Corp. et al.*, 190 DPR 597, 605 (2014); *C.F.S.E. v. Unión de Médicos*, 170 DPR 443, 448 (2007). This is due to the fact that this mechanism is the least technical and onerous means and, as such, the most appropriate for the resolution of the controversies that emanate from the labor relationship. *UGT v. Hima San Pablo Caguas*, 202 DPR 917, 928

(2019); *AAA v. UIA, supra*; *Aut. Puertos v. HEO*, 186 DPR 417, 425 (2012); *C.F.S.E. v. Union de Médicos, supra*, p. 449. Therefore, when pursuant tothe Collective Bargaining Agreement that governs employee-employer relations, the parties agree to use the arbitration mechanism as an alternative method, a substitute forum for the courts of justice is created, which "in effect, [...] represents a substitution of the judge for the arbitrator". *Aut. de Puertos v. HEO, supra*, p. 424; *Hietel v. PRTC*, 182 DPR 451, 456 (2011); *J.R.T. v. Junta Adm. Muelle Mun. de Ponce*, 122 DPR 318 (1988).

Accordingly, "[t]he arbitration procedures and [the] awards issued in the labor field enjoy special deference before the courts of justice." *Hietel v. PRTC, supra*, p. 455; *Pagán v. Fund. Hospital Dr. Pila*, 114 DPR 224, 231 (1983); *S.I.U. de P.R. v. Otis Elevator Co.*, 105 DPR 832, 836 (1977). Consequently, the review of these is limited to determining the existence of fraud, improper conduct, lack of due process of law, violation of public policy, lack of jurisdiction or that the award does not resolve all the contentious issues. *C.F.S.E. v. Unión de Médicos, supra*; *Condado Plaza v. Assoc. Emp. Casinos PR*, 149 DPR 347, 353 (1999). Now, if the parties agree that the award be issued in accordance with the law, the courts of justice may correct legal errors in a manner consistent with the applicable law. *C.F.S.E. v. Unión de Médicos, supra*; *Condado Plaza v. Assoc. Emp. Casinos P.R., supra*; *J.R.T. v. Junta Adm. Muelle Mun. de Ponce, supra*, p. 326.

With regard to the nature of the procedural recource to be used to challenge the worker-employer arbitration awards, it is necessary to highlight that "[t]he recourse to challenge [these] is not governed by the common and current procedural procedure of ordinary civil actions, governed by the Rules of Civil Procedure." (Emphasis supplied). R. Hernández Colón, *Práctica Jurídica de Puerto Rico: Derecho Procesal Civil*, 5th ed., San

Juan, LexisNexis, 2010, p. 512. See, *U.I.L. de Ponce v. Serralles Distillery, Inc*., 116 DPR 348 (1985). **In such cases, review of arbitration awards is analogous to judicial review of administrative decisions**. *Dept. de Educación v. Díaz Maldonado,* 183 DPR 315, 326 (2011); *Aut. de Puertos v. HEO, supra*, p. 445; *Corp. PR Dif. Pub v. UGT*, 156 DPR 631, 640 (2002) (Rivera Pérez, opinion of conformity).

In other words, the procedure to be followed before the judicial forum for challenging worker-employer arbitration awards "[s]ould be similar to that used when the court, acting as an appellate forum, reviews the correctness or incorrectness of the judgment issued by a lower court or the decision of an agency in accordance with the *Rules for the Review Procedure of Administrative Decisions before the Court of First Instance*."[5] *Corp. de Crédito y Desarrollo Agrícola v. UGT*, 138 DPR 490, 494 (1995). See, also, *Rivera v. Dir. Adm. de los Tribunales*, 144 DPR 808, 821-822 (1998). Consequently, the term for filing the appeals for review of arbitration awards issued by the Conciliation and Arbitration Bureau shall be thirty (30) non-extendable days, counted as of filing in the records of the copy of the notification of the award. See, *U.I.L. de Ponce v. Destilería, Inc., supra*. See also Hernández Colón, *op. cit*., p. 512.

III.

On the other hand, and because it is extremely pertinent for the correct disposition of the controversies before our consideration, it should be noted that the right of the parties to have a higher court review the determinations issued by the lower courts -- or in this case, we add, the awards issued in worker-employer arbitration processes --is not automatic, but

[5] Section 4 of the aforementioned Rules provides that "[t]he appeal of the review must be filed and received at the Office of the Court Clerk of the Court of First Instance within the jurisdictional term provided by law." 4 LPRA Ap. VIII-B, Sec. 4.

presuppose that the recources be perfected within the terms provided for the same. *Gran Vista I v. Gutiérrez y otros*, 170 DPR 174, 185 (2007). Therefore, in scenarios such as these, the rules that govern the perfection of all appeals must be strictly observed. *Isleta LLC v. Isleta Marina Inc*., 203 DPR 585, 590 (2019); *Soto Pino v. Uno Radio Group*, 189 DPR 84, 90 (2013); *DACO v. Servidores Públicos Unidos*, 187 DPR 704, 707 (2013).

In this sense, among some of the conditions to perfect any judicial recource -- including certiorari, appeals or review resources -- is the payment of filing fees. *M-Care Compounding v. Dpto. de Salud*, 186 DPR 159, 175 (2012); *Gran Vista I v. Gutiérrez y otros*, *supra*, p. 188. The requirement to pay these fees and to affix the internal revenue stamps seeks to cover the expenses associated with the judicial procedures. *M-Care Compounding v. Dpto. de Salud*, *supra*. See, *Gran Vista I v. Gutierrez et al.*, *supra*.

In this regard, we must remember that Law No. 47-2009 -- which amended the provisions of the Code of Civil Procedure, 32 LPRA sec. 1477 *et seq*., regarding the payment of fees --, in its Article 3, recognized the power of this Forum to establish by resolution the fees that the parties must pay for their appearances in civil cases filed before the Court of First Instance, the Court of Appeals, and the Supreme Court. Pursuant to this, this Court issued *In re Aprobación de los Derechos Civiles*, 192 DPR 397 (2015).

Regarding the review of arbitration awards, and as provided in *In re Aprobación de los Derechos Civiles*, *supra*, the payment of ninety dollars ($90.00) in internal revenue stamps is imposed -- with some exceptions -- in those contentious claims, of a civil nature that are seen in the upper chambers of the Court of First Instance. That is still the norm today.

IV.

Having established the foregoing, and regarding the validity of a judicial document to

which the aforementioned internal revenue stamps are not adhered, it is necessary to refer to the provisions of Law No. 17 of March 11, 1915, known as the *Ley Regulando el Arancel de los Derechos que se van a Pagar en Causas Civiles* (hereinafter, "*Ley Regulando el Arancel*"), as amended, 32 LPRA sec. 1476. In its section 5, the aforementioned law provides that "[e]ach and every one of the documents or writings that require the payment of fees for their filing before the court, will be null and void and will not be admitted as evidence for trial unless said payment is duly evidenced." 32 LPRA sec. 1481. See Hernández Colón, *op. cit.*, p. 211. That is, the omission of attaching the corresponding internal revenue stamps to a court document makes it null and ineffective, such that it is considered as not filed. *Id*. See also *Silva Barreto v. Tejada Martell*, 199 DPR 311, 316 (2017); *M-Care Compounding v. Dpto. de Salud*, *supra*, p. 176.

Thus, "[a] writ that must be submitted within a certain period and that by law must be accompanied by certain internal revenue stamps is deemed not to have been submitted and said period is not interrupted if the [tariff] stamps are omitted." *Maldonado v. Pichardo*, 104 DPR 778 (1976). Therefore, as a threshold requirement to invoke the jurisdiction of any reviewing forum, the party interested in reviewing any determination of a lower forum must pay the fees to which we have referred and adhere stamps to their appeal within the terms provided by law.[6] *M-Care Compounding v. Dpto. De Salud*, *supra*; *Gran Vista I v. Gutiérrez et al.*, *supra*. However, the above rule is not absolute and admits exceptions.

For these purposes, and as a first exception, an indigent person -- who so proves it --

[6] Regardless of the above, and as discussed, it is necessary to point out that nothing prevents a fee deficiency from being corrected if it is done within the jurisdictional term contemplated by the different procedural rules for the improvement of the resources in question.

is exempt from paying tariffs. Sec. 6, *Ley Regulando el Arancel*, 32 LPRA sec. 1482. Regarding this exception, it is important to clarify that if a person requests litigation *in forma pauperis* without fraud or collusion, and the court subsequently rejects their request for those purposes, their appeal will not be dismissed even if the fees are paid after the term to appeal has lapsed. *M-Care Compounding v. Dpto. de Salud, supra*. See, *Gran Vista I v. Gutiérrez et al*., supra.

As a second exception, the dismissal would not proceed when the tariff deficiency occurs without the intervention of the party or the intention to defraud, but due to the inadvertence of a judicial official, who mistakenly accepts a document without payment or for a lesser amount of the corresponding tariffs. *M-Care Compounding v. Department of Health*, *supra*. See, *Salas v. Baquero*, 47 DPR 108 (1934). Nor is a judicial writ null and void if the insufficiency was due to the erroneous instructions of the Clerk of a Court. *M-Care Compounding v. Department of Health, supra*.[7]

However, no exception is recognized when the error in the payment of fees is attributable to the appealing party or his legal representative. *M-Care Compounding v. Dpto. de Salud, supra*, p. 177. Such is the captioned case

V.

That said, it is necessary to review the resolution by this Curia in *M-Care*

[7] Thus, to avoid the dismissal of appeals, the parties to a dispute must comply with the terms imposed by the different civil procedural rules -- as well as with the requirements for its improvement, which includes the payment of the corresponding fees -- because an appeal filed prematurely or belatedly deprives the forum to which it is sent of jurisdiction. See *Torres Alvarado v. Madera Atiles*, 202 DPR 495, 501 (2019); *Yumac Home v. Empresas Massó*, 194 DPR 96, 107 (2015).

As a consequence, an appeal that fails to comply with the foregoing would suffer from the serious and irremediable defect of lack of jurisdiction, the consequence of which is that its filing would not produce any legal effect because -- at the time of filing -- there was no judicial authority to accept it. *Ruiz Camilo v. Trafon Group, Inc*., 200 DPR 254, 269 (2018); *Torres Martínez v. Torres Ghigliotty*, 175 DPR 83, 98 (2008). In this scenario – that is, if the court determines that it does not have jurisdiction to address the matter presented for its consideration -- the immediate dismissal of the appeal proceeds. *Allied Management t Inc.* v. *Oriental Bank*, 204 DPR 374, 386 (2020); *Torres Alvarado v. Madera Atiles*, 202 DPR 495, 501 (2019).

Compounding v. Dpto. de Salud, *supra*. In essence, in the aforementioned case, it called upon us to determine whether two parties allegedly affected by different resolutions that were issued by the Department of Health could jointly file a motion for review with the Court of Appeals, for the purpose of reviewing the aforementioned administrative resolutions, but paying only one (1) fee.

There, after a comprehensive analysis of the Rules of the Court of Appeals, *supra*, the Rules of Civil Procedure, *supra*, as well as the regulations regarding the payment of fees, we concluded that joint appeals could not be filed to review administrative resolutions of different cases, but that the parties had to file THEIR RECOURSES separately and with the cancellation of the respective fees. We stated that, once the resources were perfected in accordance with the aforementioned requirements, then the Court of Appeals could, *motu proprio* or at the request of a party, order the consolidation of these when they met the requirements for those purposes. The latter, since the parties did not have the authority to consolidate cases, but this constituted an exclusive power of the court, in accordance with Rule 80.1 of the Rules of the Court of Appeals, 4 LPRA Ap. XXII-B, R 80.1.

It is, therefore, in light of the aforementioned regulations, that we proceed to resolve the controversy that concerns us.

VI.

As previously mentioned, in the present case, the UGT maintains that the Centro Médico del Turabo, Inc. did not perfect its appeals for the review of two (2) labor-management arbitration awards since, in its opinion, it had to present an appeal for each arbitration award that it intended to have reviewed, with the corresponding payment of fees and within the jurisdictional term of thirty (30) days. Consequently, it argues that the request

for dismissal of the review of arbitration awards is appropriate, as concluded by the primary forum.

Meanwhile, the Centro Médico del Turabo, Inc. argues that the case of *M-Care Compounding v. Dpto. de Salud*, *supra*, cannot be applied to the dispute at hand, because in said case interprets the *Rules of the Court of Appeals*, *supra*. It reasons that said Regulation is inapplicable to the case in question, since the latter is governed by the *Rules of Procedure for the Review of Administrative Decisions before the Court of First Instance*, *supra*, which -- in its view -- do not prohibit the joint filings of appeals for review of arbitral awards. Centro Médico del Turabo, Inc. is incorrect.

And it is that, pursuant to the regulations previously outlined, if Centro Médico del Turabo, Inc. was interested in challenging the two (2) worker-employer arbitration awards here in controversy, it had to file two (2) appeals for review, both within the jurisdictional term of thirty (30) days from the filing a copy of the notification of the aforementioned awards in the records. Similarly, and considering that in the case of caption none of the previously mentioned exceptions to the payment of fees were configures, the Centro Médico del Turabo, Inc. had to include in both appeals for review the payment of fees corresponding to each award; that is, ninety dollars ($90.00) for each recourse. However, it did not do so, so the Court of First Instance --correctly ruled --that it lacked jurisdiction to resolve the same.

Even when the Centro Médico del Turabo, Inc. remitted the payment of the remaining ninety dollars ($90.00) for fees -- which, it is worth noting, occurred after the thirty (30) jurisdictional term to which we have made reference – it was unable to perfect in a timely manner, any appeal for review corresponding to any of the arbitral awards. Contrary to the resolution by the Court of Appeals, said error could not be rectified *a posteriori*, much less at

the discretion of one of the parties. Thus, the aforementioned errors were committed.

VII.

For the aforementioned reasons, we revoke the Judgment issued by the Court of Appeals and reinstate, in its entirety, that issued by the Court of First Instance.

Judgment pursuant hereto will be issued.

[Signature]
Ángel Colón Pérez
Associate Judge

IN THE PUERTO RICO SUPREME COURT

Unión General de Trabajadores Petitioner v. Centro Médico del Turabo, Inc. d/b/a Hospital HIMA San Pablo Caguas and Hospital HIMA San Pablo Fajardo Appealed	CC=2020-0449 consolidated with CC-2020-0487	*Certiorari*
Unión General de Trabajadores Appealed v. Centro Médico del Turabo, Inc. d/b/a Hospital HIMA San Pablo Caguas and Hospital HIMA San Pablo Fajardo Petitioner		

JUDGMENT

In San Juan, Puerto Rico on March 15, 2021.

For the reasons stated in the foregoing Opinion, which is made part of this Judgment, we revoke the Judgment issued by the Court of Appeals and reinstate, in its entirety, that issued by the Court of First Instance.

I pronounce it, the Court so orders and the Acting Clerk of the Supreme Court so certifies. Associate Judge Mrs. Pabon Charneco and Associate Judge Mr. Rivera García concur without written opinion. The Presiding Judge Oronoz Rodríguez did not intervene.

[Signature]
Bettina Zeno González
Acting Clerk of the Supreme Court

Certified to be a true and exact translation from the source text in Spanish to the target language English.
08/JUNE/2022♦ Pura Reyes Gilestra-ATA # 244688/NAJIT # 3449 ♦ Translations & More: 787-637-4906