SUPREME COURT
SECOND DIVISION

FEDERATION OF FREE WORKERS (BISIG NG MANGGAGAWA SA UTEX),
***Petitioner*,**

-versus-

G.R. Nos. L-47182-83
October 30, 1978

CARMELO C. NORIEL AS DIRECTOR OF THE BUREAU OF LABOR RELATIONS, DEPARTMENT OF LABOR; UNIVERSAL TEXTILE MILLS WORKERS UNION-ALU AND UNIVERSAL TEXTILE MILLS, INC.,
***Respondents*.**
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D E C I S I O N

FERNANDO, *J.*:

What immediately calls attention in this *Certiorari* proceeding assailing the Decision of respondent Carmelo C. Noriel, Director of the Bureau of Labor Relations, reversing an order of the Med-Arbiter calling for a certification election, is the prolixity of counsel for petitioner Federation of Free Workers (Bisig ng Manggagawa sa Utex) and counsel for respondent union Universal Textile Mill Workers Union-ALU.[1] The pleadings filed would not have suffered if they

were less detailed.[2] For the decisive issue raised is quite simple and uncomplicated. With the express admission by respondent Noriel himself that the petition for certification election was supported by the signatures of 1,070 employees, more than 30% of the labor force in the collective bargaining unit, the grave abuse of discretion alleged is quite apparent. The language of Article 258 of the Labor Code is categorical and mandatory.[3] It should follow then that once the statutory requisite is satisfied, the certification election must be held. Our decisions, as will be made apparent, are quite clear on that point. *Certiorari* lies.

As in almost every labor controversy that of late had been elevated to this Tribunal, its origin could be traced to the fierce struggle for supremacy between a labor union having a collective bargaining contract with management and another union seeking to replace it and thus desirous of holding a certification election. So it was in this case, petitioner labor union having, even before the sixty-day freedom period, filed such a petition as in the meanwhile a supplemental contract which would extend an existing collective bargaining agreement between management and respondent union was entered into and presumably ratified by more than a majority of the workers in the Universal Textile Mills, Inc. The Med-Arbiter ruled in favor of respondent Union denying certification, but he was reversed by respondent Noriel, the case being remanded to the former precisely for the "reception and evaluation of the supporting signatures of at least 30% of the employees which petitioner may present and for the resolution of all (other) pending issues."[4] A motion for reconsideration by respondent Union was unavailing, respondent Noriel ruling that "the ratification of the collective agreement is being protested and the same can be threshed out in an appropriate hearing before a Med-Arbiter, and that the issue on the consent requirement can best be resolved by an appreciation of FFW's evidence."[5] As a result, an order was issued by the Med-Arbiter on May 3, 1977 calling for a certification election.[6] It came as a surprise to respondent Union, therefore, that notwithstanding such a finding of the 30% requisite having been satisfied, the assailed decision of September 29, 1977 recognized "the effectivity and validity of the May 28, 1976 agreement between [respondent Union] and Universal Textile Mills for the first year of its duration covering 1977" and at the same time directed respondent Union "to renegotiate with the management at

Universal Textile Mills the benefits and other conditions of employment for the second and third year of the contract within three (3) months from receipt of this Resolution and to submit the renegotiated benefits to the workers for acceptance and ratification through a secret balloting to be supervised by this Office."[7] The refusal to require the certification election as ordained by the Labor Code and the adoption of a rather unorthodox approach was sought to be justified on pragmatic considerations.

It was such failure of respondent Noriel to abide by the express mandate of Article 258 of the Labor Code as well as the rules promulgated for its applicability and the rather ambiguous as well as novel aspects of the assailed decision that prompted this petition for *certiorari*. As noted at the outset, *certiorari* lies.

1. No administrative agency can ignore the imperative tone of the above article. The language used is one of command. Once it has been verified that the petition for certification election has the support of at least 30% of the employees in the bargaining unit, it must be granted. The specific word used can yield no other meaning. It becomes under the circumstances, "mandatory" for respondent Noriel as Director of the Bureau of Labor Relations to order such certification election precisely to ascertain which labor organization should be the exclusive bargaining representative. It becomes readily understandable then why this Court is firmly committed to such a view. To paraphrase People vs. Mapa,[8] as the law cannot be any clearer, the task of the judiciary is equally clear, its first and fundamental duty being to yield obedience to what is ordained. So it has been since Philippine Association of Free Labor Unions vs. Bureau of Labor Relations.[9] There are at least seven decisions to that effect, the latest of which was promulgated early this month.[10] The approach in People vs. Mapa[11] of unyielding obedience to the plain and explicit phraseology of the applicable statute has been followed in subsequent cases.[12] It can trace its origin to the leading case of Lizarraga Hermanos vs. Yap Tico,[13] a 1913 decision. As so emphatically expressed by its ponente, Justice Moreland: "The first and fundamental duty of courts, in our judgment,

is to apply the law. Construction and interpretation come only after it has been demonstrated that application is impossible or inadequate without them. They are the very last functions which a court should exercise. The majority of the laws need no interpretation or construction. They require only application, and were there more application and less construction, there would be more stability in the law, and more people would know what the law is."[14] Such a thought was reiterated by Justice Laurel in Director of Lands vs. Abejas.[15] Where "the law is clear," according to him, this Court "cannot overemphasize the [necessity that there be] adherence."[16]

2. This is not to deny that an administrative agency entrusted with the enforcement of a regulatory statute is vested with discretion. Such discretion, however, is not unbounded. Where, as in this case, the Labor Code itself sets limits, they must be observed. That is the only way to manifest fealty to the rule of law. We turn again to Article 258. Its last sentence specifically defines what must be done by the Bureau of Labor Relations once the certification election is conducted; it must "certify the winner as the exclusive collective bargaining representative of all the employees in the unit." That is the extent and scope of the authority entrusted to respondent Noriel as Director of the Bureau of Labor Relations. He cannot go further than that. Yet, in the assailed order, he would direct respondent Union "to renegotiate with the management at Universal Textile Mills the benefits and other conditions of employment for the second and third year of the contract within three (3) months from receipt of this Resolution and to submit the renegotiated benefits to the workers for acceptance and ratification through a secret balloting to be supervised by this Office."[17] And this, too, without the benefit of a certification election mandated by law. The failure to abide by what the Labor Code categorically requires is thus plain and manifest. What was done by respondent Noriel is bereft of support in law. To countenance it would be to foil the statutory scheme. There can be no other conclusion except that his assailed order is tainted with a serious jurisdictional defect. This is then the

proper occasion for the exercise of the corrective authority of this Tribunal.[18]

3. In thus so ruling, we are not unmindful that the supplemental collective bargaining contract entered into in the meanwhile between management and respondent Union contains provisions beneficial to labor. So as not to prejudice the workers involved, it must be made clear that until the conclusion of a new collective bargaining contract entered into by it and whatever labor organization may be chosen after the certification election, the existing collective labor contract as thus supplemented should be left undisturbed. Its terms call for strict compliance. This mode of assuring that the cause of labor suffers no injury from the struggle between contending labor organizations follows the doctrine announced in the recent case of Vassar Industries Employees Union vs. Estrella.[19] To quote from the opinion: "In the meanwhile, if as contended by private respondent labor union the interim collective bargaining agreement, which it engendered and entered into on September 26, 1977, has much more favorable terms for the workers of private respondent Vassar Industries, then it should continue in full force and effect until the appropriate bargaining representative is chosen and negotiations for a new collective bargaining agreement thereafter concluded."[20]

WHEREFORE, the writ of *Certiorari* is granted and the Decision of respondent Noriel of September 29, 1977 reversing an order of the Med-Arbiter calling for a certification election is nullified, reversed, and set aside. A certification election must be conducted forthwith. This decision is immediately executory. No costs.

Barredo, Antonio, Aquino, Concepcion Jr., and Santos, *JJ.*, concur.

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[1] Universal Textile Mills, Inc. was likewise included as private respondent.

[2] The records of the case contain 1,766 pages. That accounts for the fact that while the petition was filed on October 25, 1977, it was not until July 17, 1978 that it was submitted for decision.

[3] According to Article 258 of the Labor Code: "Requisites for certification election. - Any petition for certification election filed by any legitimate labor organization shall be supported by the written consent of at least thirty percent (30%) of all the employees in the bargaining unit. Upon receipt and verification of such petition, it shall be made mandatory for the Bureau to conduct a certification election for the purpose of determining the representative of the employees in the appropriate bargaining unit and certify the winner as the exclusive bargaining representative of all the employees in the unit."

[4] Petition, Decision of respondent Noriel, Annex C, 3.

[5] Ibid.

[6] Ibid, 4.

[7] Ibid, 6.

[8] L-22301, August 30, 1967, 20 SCRA 1164.

[9] L-42115, January 27, 1976, 69 SCRA 132. This Court went even further by recognizing the discretionary authority in the Bureau of Labor Relations to order a certification election even when the 30% requirement is not met.

[10] Scout Ramon V. Albano vs. Noriel, L-48347, October 3, 1978. The other cases follow: Federacion Obrera vs. Noriel, L-41937, July 6, 1976, 72 SCRA 24; Today's Knitting Free Workers Union vs. Noriel, L-45057, Feb. 28, 1977, 75 SCRA 450; Benguet Exploration Miners Union vs. Noriel, L-44110, March 29, 1977, 76 SCRA 107; Kapisanan ng mga Manggagawa vs. Noriel, L-45475, June 20, 1977, 77 SCRA 414; Monark International Inc. vs. Noriel, L-47570-71, May 11, 1978; National Mines and Allied Workers Union vs. Luna, L-46722, June 15, 1978.

[11] 20 SCRA 1164.

[12] Cf. Pacific Oxygen & Acetylene Co. vs. Central Bank, L-21881, March 1, 1968, 22 SCRA 917; Dequito vs. Lopez, L-27757, March 28, 1968, 22 SCRA 1352; Padilla vs. City of Pasay, L-24039, June 29, 1968, 23 SCRA 1349; Garcia vs. Vasquez, L-26808, March 28, 1969, 27 SCRA 505; La Perla Cigar and Cigarette Factory vs. Capapas, L-27948 and 28001-11, July 31, 1969, 28 SCRA 1085; Mobil Oil Phil., Inc. vs. Diocares, L-26371, Sept. 30, 1969, 29 SCRA 656; Luzon Surety Co., Inc. vs. De Garcia, L-25659, Oct. 31, 1969, 30 SCRA 111; Vda. de Macabenta vs. Davao Stevedore Terminal Co., L-27489, April 30, 1970, 32 SCRA 553; Republic Flour Mills, Inc. vs. Commissioner of Customs, L-28463, May 31, 1971, 39 SCRA 269; Maritime Co. of the Phil. vs. Reparations Commission, L-29203, July 26, 1971, 40 SCRA 70; Allied Brokerage Corp. vs. Commissioner of Customs, L-27641, Aug. 31, 1971; 40 SCRA 555; Gonzaga vs. Court of Appeals, L-27455, June 28, 1973, 51 SCRA 381; Villangca vs. Ariola, L-29226, Sept. 28, 1973, 53 SCRA 139; Jalandoni vs. Endaya, L-23894, Jan. 24, 1974, 55 SCRA 261; Pacis vs. Pamaran, L-23996, March 15, 1974; 56 SCRA 16; Cabanas vs. Pilapil, L-25843, July 25, 1974, 58 SCRA 94.

[13] 24 Phil. 504.

[14] Ibid, 513. Outside of People vs. Mapa, Lizarraga Hermanos was cited in Lambert vs. Fox, 26 Phil. 588 (1914) and Yangco vs. Court of First Instance, 79 Phil. 183 (1915).

[15] 64 Phil. 428 (1937).
[16] Ibid, 429.
[17] Decision of respondent Noriel, Petition, Annex C., 6.
[18] Cf. San Miguel Corporation vs. Secretary of Labor, L-39195, May 16, 1975, 64 SCRA 56, per Aquino, J.
[19] L-46562, March 31, 1978.
[20] Ibid, 8.