

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
SECOND DIVISION**

**GENERAL TEXTILES ALLIED
WORKERS ASSOCIATION (GTAWA),
*Petitioner,***

-versus-

**G.R. No. L-45719
July 31, 1978**

**THE HONORABLE DIRECTOR OF
BUREAU OF LABOR RELATIONS,
NATIONAL MINES AND ALLIED
WORKERS UNION (NAMAWUMIF)
AND GENERAL TEXTILES, INC.,
(GENTEX),**

Respondents.

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DECISION

FERNANDO, J.:

Petitioner labor union as the chosen representative of the workers in a previous collective bargaining agreement that dated back to 1973 assailed in this certiorari proceeding as tainted by arbitrariness an order of respondent Director of the Bureau of Labor Relations of August 17, 1976 to call a certification election, thus raising a due process question, its allegation being that there was in fact a renewal thereof that extended its effectivity until May 30, 1978. The facts

disclose that it was a premature renewal, entered into on June 6, 1975, at a time when the 1973 contract for three years had still eight months to run. The failure of petitioner to wait for the statutory period of sixty days prior to its termination before entering into such negotiation and concluding an agreement was, in the opinion of respondent public official, a failure to follow the command of the Labor Code. Thus the contract bar rule did not call for application as the petition for certification election was filed by respondent National Mines and Allied Workers Union^[1] on February 13, 1976, fifteen days before the 1973 contract would have expired and, therefore, precisely within the period allowed by law. The comment of Solicitor General Estelito P. Mendoza,^[2] considered as the answer, put matters in their true light. It was done with economy and precision, but it was comprehensive. What clearly emerged was the correctness of the decision reached. Respondent Union was well within its rights in seeking that the workers be consulted anew on who should represent them. The petition then cannot prosper. No obstacle should be placed to the holding of certification elections as the most accurate way to ascertain which labor union should be the bargaining representative in the subsequent negotiations for a collective contract. The petition must be dismissed.

The lack of merit in this petition was succinctly put in the comment of the Solicitor General in these words: “The 1975-1978 CBA which was negotiated and certified months prior to the expiration of the then subsisting 1973-1976 CBA between the company and petitioner GTAWA contravenes Article 254 of the Labor Code of the Philippines which prohibits any alteration or modification of an existing certified CBA during its lifetime prior to the 60-day ‘freedom period’ envisioned by the said Code. The reason for the law is that there should be no obstacle to the right of the employees to petition for a certification election at the proper time, that is, within 60 days prior to the expiration of the three-year period which, in the present case, was not only timely filed but the petition was sufficient in form and substance.”^[3] Article 254 cannot be any clearer: “When there is a collective bargaining agreement, the duty to bargain collectively shall also mean that neither party shall terminate or modify such agreement during its lifetime. However, either party can serve a written notice to terminate or modify the agreement at least sixty (60) days prior to its expiration date. It shall be the duty of both parties to

keep the status quo and to continue in full force and effect the terms and conditions of the existing agreement during the sixty-day period and/or until a new agreement is reached by the parties.”^[4] The law wisely enjoins “that neither party shall terminate or modify such agreement during its lifetime.” What the law prohibits, petitioner did. That was an act of manifest defiance. Surprisingly, it would seek to benefit from such failure to abide by what the Code commands. This Court certainly cannot lend its approval to such a course of conduct legally unwarranted and productive of undesirable consequences. Instead of promoting and fostering industrial democracy through a collective bargaining process with the workers free to choose who shall represent them, the result would be to enable a union that may have close ties with management to perpetuate itself in power. Ever since the effectivity of the present Labor Code, this Court has without fail seen to it that no obstacle be placed to the holding of a certification election.^[5]

Not much attention need be paid to the contention that respondent National Mines and Allied Workers Union should not be allowed to petition for certification election in a firm engaged in the textile business as it must confine its membership to workers employed in the mining industry only. Reference is made to the objective of “federations and national unions [organizing only] locals and chapters within specific industry or region.”^[6] That is all there is to that argument. It is not enough. It is far from persuasive. As was so very well put in the comment of the Solicitor General: “Petitioner also contends that a certification election would be a setback to the restructuring of the labor movement along a ‘one-union-one-industry’ concept inasmuch as respondent union operates mainly in the mining sector while the company is engaged in textile business. This contention cannot be sustained. The provisions of the Labor Code on the restructuring of Labor Unions are not self-executing. They require implementation which, to date, has not been effected.”^[7]

WHEREFORE, the petition for certiorari is dismissed. Respondent Director of the Bureau of Labor Relations is directed to set the date for the holding of the certification election. This decision is immediately executory.

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

- [1] The other private respondent is General Textiles, Inc., the employer.
- [2] He was assisted by Assistant Solicitor General Reynato Puno ang Solicitor Jesus V. Diaz.
- [3] Comment, 6.
- [4] Article 254 of the New Labor Code (1974).
- [5] Cf. Philippine Association of Free Labor Unions vs. Bureau of Labor Relations, Jan. 27, 1976, 69 SCRA 132; Federacion Obrera vs. Noriel, L-41937, July 6, 1976, 72 SCRA 24; U. E. Automotive Employees and Workers Union-Trade Unions vs. Noriel, L-44350, Nov. 27, 1976; Philippine Labor Alliance Council vs. Bureau of Labor Relations, L-41288, Jan. 31, 1977; Today's Knitting Free Workers Union vs. Noriel, L-45057, Feb. 28, 1977; Benguet Exploration Miners' Union vs. Noriel, L-44110, March 29, 1977; Kapisanan ng Mga Manggagawa sa La Suerte vs. Noriel, L-45475, June 20, 1977.
- [6] According to the first paragraph of Article 238 of the Labor Code: "Conditions for registration of federations or national unions. - No federation or national Union shall be registered to engage in any organizational activity in more than one industry any area or region, and no federation or national union shall registered to engage in any organizational activity in more than one industry all over the country."
- [7] Comment, 8.