SUPREME COURT
THIRD DIVISION

PHILIPPINE ASSOCIATION OF FREE LABOR UNIONS (PAFLU) LUZANO,
***Petitioner*,**

-versus-

G.R. No. 45323
February 20, 1989

HON. FRANCISCO L. ESTRELLA, ACTING DIRECTOR OF THE BUREAU OF LABOR RELATIONS, AND/OR CHIEF OF LABOR APPEALS REVIEW STAFF, AND ASSOCIATED LABOR UNIONS (ALU),
***Respondents*.**
x----------x

R E S O L U T I O N

FELICIANO, *J.*:

The present Petition for *Certiorari*, filed with this Court on 4 January 1977, is directed at the Resolution dated 16 December 1976 of the Bureau of Labor Relations, in BLR Case No. 0314. That case originated from a Petition for Certification Election (docketed as Case No. 333-MC-CEBU) filed with the former Court of Industrial Relations, Cebu Branch, by petitioner Philippine Association of Free Labor Unions-Luzano ("PAFLU").

The facts are stated in the Resolution sought to be nullified:

> "On March 26, 1968, the Philippine Association of Free Labor Unions (PAFLU) filed with the Court of Industrial Relations a petition for certification election at Visayan Glass Factory, Inc. The Cebu Central Union of the Philippine (CCUP) moved to intervene. On the other hand, ALU moved to dismiss on the ground that it had then a collective agreement with the company which would expire on May 31, 1968. The latter motion was denied.
>
> The case, however, dragged on, and on May 20, 1968, ALU renewed the contract, this time expiring on May 31, 1971. ALU again moved to dismiss the petition. Even so, the case remained unresolved and on November 25, 1971, a new contract expiring on May 31, 1974 was again concluded.
>
> On January 16, 1975, the unresolved case was transferred to this Office pursuant to the provisions of the Labor Code. On March 3, 1975, the Med-Arbiter called a certification election.
>
> On March 14, 1975, ALU appealed to this Office alleging that its contract of November 25, 1971 still subsisted because of its automatic renewal clause. On April 26, 1975, it filed a motion to dismiss alleging that it had negotiated a new contract on April 15, 1975 which the National Labor Relations Commission approved on April 11; the contract would expire on April 4, 1979.
>
> Nonetheless, on July 22, 1975, the Bureau affirmed the Med-Arbiter's order, ruling that the alleged contract could not bar the election because at the time it was approved, a

representative question was pending resolution. Pre-election conference was then ordered.

On October 22, 1975, ALU filed a motion for clarification praying that PAFLU be excluded from the list of unions to be voted on. On December 3, 1975, the Bureau passed upon the motion and announced that no further motion shall entertained. On December 23, 1975, ALU appealed to the Secretary of Labor. Directed to treat the same as a motion to reconsider, the Bureau dismissed the appeal on February 27, 1976.

Pursuant to the order, a certification election was held on June 30, 1976 yielding the following results:

PAFLU	214 votes
ALU	75 votes
CCUP	3 votes
NO UNION	3 votes

On July 14, 1976, ALU filed an election protest contending that the election was void because its contract (i.e., the collective bargaining agreement with the company) was allegedly ratified by the employees and approved by the National Labor Relations Commission on April 11, 1975, and therefore barred the election held long after.

On October 7, 1976, this Bureau dismissed the protest, standing firm on its previous orders. It therefore certified PAFLU-Luzano as the exclusive bargaining agent of the employees.

On November 9, 1976, ALU repaired to the Secretary of Labor who, in turn, directed this Office to consider the same as a motion for reconsideration."

On 16 December 1976, however, public respondent Francisco L. Estrella, then Acting Director of the Bureau of Labor Relations ("BLR"), issued the assailed Resolution,[1] the dispositive portion of which read:

> "WHEREFORE, the election protest is hereby sustained, and all previous orders of this Bureau in this case are hereby set aside.
>
> SO ORDERED."

The above conclusion was rationalized in the following terms:

> "After thorough consideration of the raised and the arguments adduced, this Office [is] convinced that it should regard the protest with a more sympathetic mind. Indeed, the contract which ALU executed with the company was approved by the National Labor Relations Commission way back on April 11, 1975. That approval already amounts to a certification by this Bureau itself. It therefore bars a certification election as would a certification by this Bureau of a collective agreement in accordance with Article 230 of the Labor Code. For certainly, it would be unwise for this Bureau to annul an official act of the Commission. Yet, that would precisely be the result if the Bureau certify PAFLU and throw open once more the bargaining negotiations which were already put to rest by the Commission when it approved the contract concluded by ALU with the company, from which the employees have since drawn untold benefits without complaints. That an election was held notwithstanding is quite unfortunate because it was clearly a nullity from the start. The Bureau should not compound its error by attaching undeserved weight to the results."

The Resolution dated 16 December 1976 of the public respondent Acting Director of the BLR must be set aside.

1. The Med-Arbiter was not in error in issuing an order calling for a certification election at the Visayan Glass Factory, Inc. Neither was the BLR in error when, on 22 July 1975, it affirmed such order of the Med-Arbiter. In this respect, Article 257 of the Labor Code (as it then stood) provides:

> > "Art. 257. 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 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 collective bargaining representative of all the employees in the unit." (Emphasis supplied)

It does not appear from the record of this case that the Petition for Certification Election filed by petitioner PAFLU on 26 March 1968, did not satisfy the requirements stated in the above provision. On the contrary, the Med-Arbiter found as a matter of fact that said petition was supported by at least 30% of all company employees. Consequently, it was mandatory upon the BLR to grant the petition and, thereafter, to conduct certification elections at the Visayan Glass Factory, Inc.[2]

Private respondent ALU would, however, invoke the "contract bar rule" and argue that the renegotiation on 5 April 1975 of a collective bargaining agreement between private respondent ALU and the company management rendered the certification election held at the Visayan Glass Factory, Inc. on 30 June 1976 a nullity. The argument is not persuasive. First of all, it is the rule in this jurisdiction that only a certified collective bargaining agreement — i.e. an agreement duly certified by the BLR may serve as a bar to certification elections.[3] It is noteworthy that the BLR did not certify the 5 April 1975 collective bargaining agreement here in question. Second, even assuming (though merely arguendo) that approval of said agreement by the NLRC on 11 April 1975 had the same effect as certification by the BLR, nevertheless, such approval did not quash, as it were, petitioner PAFLU's Petition for Certification Election which had then remained pending with the BLR for more then seven (7) years, such petition having been filed as early as March of 1968. To hold otherwise would be to create an incentive for labor unions or employers to block the expeditious disposition of petitions for certification elections

which are, after all, the mechanisms through which the choice of the workers of their own representatives is ascertained.

2. It does not follow as a matter of course that reversal of the BLR's Resolution of 16 December 1976 necessarily results in nullification of an "official act" of the NLRC: the collective bargaining agreement executed between private respondent ALU and the company management in April of 1975 need not be disturbed, especially considering that the substantive terms and conditions thereof had not once been assailed, whether by labor or management, and that the employees of the company had in fact availed of the benefits offered thereunder. In other words, the fairness of the agreement had not here been put in issue. What must be resolved, however, is which union — petitioner PAFLU or private respondent ALU — has the exclusive right to represent the workers of the Visayan Glass Factory, Inc. for the purpose of collective bargaining with company management. In this respect, the record clearly shows that the workers of the company, in the certification election held on 30 June 1976, had chosen petitioner PAFLU to be their bargaining representative. The will of the workers having been unequivocally and freely expressed, it is the duty of this Court, as well as of all other agencies concerned, to give life and meaning to rather than subject that will.

It remains only to note that what the Court is here saying is that petitioner PAFLU was entitled to be certified as the exclusive bargaining representative of the employees at the Visayan Glass Factory, Inc. as of December 1976. The Court is not informed of developments concerning the representation of those employees after 12 August 1977, the date of the last pleading filed with the Court by the parties in this case. This Resolution must therefore be regarded as subject to such subsequent developments, e.g., a subsequent election resulting in the certification of some other union as exclusive bargaining representative of Visayan Glass employees.

ACCORDINGLY, the Petition for *Certiorari* is **GRANTED**. The Resolution dated 16 December 1976 of the Acting Director of the

Bureau of Labor Relations in BLR Case No. 00314, is hereby **SET ASIDE**. This Resolution is immediately executory. No pronouncement as to costs.

Fernan, *C.J.*, Gutierrez, Jr., Bidin and Cortes, *JJ.*, concur.

---

[1] Id., pp. 72-73.
[2] Article 257, Labor Code (1976 ed., supra). National Organization of the Trade Unions (NORTU) vs. Secretary of Labor 90 SCRA 463 (1979; and Federacion Obrera de la Industria Tabaquera y Otros Trabajadores de Filipinas (FOITAF-Associated Anglo American Chapter) vs. Noriel, 72 SCRA 24 (1976).
[3] Chrysler Philippines Labor Union (CPLU) vs. Estrella, 86 SCRA 338 (1978); Firestone Tire & Rubber Company Employees Union vs. Estrella, 81 SCRA 49 (1978); and Foamtex Labor Union-Tupas vs. Noriel, 72 SCRA 371 (1976). See Article 230 of the Labor Code (1976 Ed.). See also Book V, Rule IX, Sec. 3 of the Rules and Regulations Implementing the Labor Code (1976 ed.).
