

Title:

Colegio de San Juan de Letran v. Association of Employees and Faculty of Letran and Eleanor Ambas

Facts:

In December 1992, Salvador Abtria, then President of the respondent union, initiated CBA renegotiation with petitioner Letran College for 1989-1994. A new union president, Ambas, elected in the same year, continued negotiations despite petitioner's claim of a ready-to-sign CBA. Disputes led to a rejected CBA by union members. Accusations of bargaining in bad faith were made against the union officers by the petitioner, which the NLRC initially upheld but reversed on appeal. January 1996 saw a potential strike by the union due to Letran's alleged refusal to bargain and other grievances. On January 18, 1996, parties agreed to negotiate anew for a 1994-1999 CBA. Ambas' work schedule was controversially changed, leading to a filed notice of strike by the union. Further incidents led to Ambas' dismissal and escalated tensions. Petitioner suspended negotiations citing a new certification election petition by another group. The union struck on June 18, 1996. The Secretary of Labor assumed jurisdiction, ordering a return to work except for Ambas. On December 2, 1996, Letran was found guilty of unfair labor practice, leading to an unsuccessful appeal to the Court of Appeals, and eventually to the Supreme Court.

Issues:

1. Whether Letran College is guilty of unfair labor practice by refusing to bargain upon a certification election petition by another group.
2. Whether the dismissal of union president Ambas constituted interference with employees' rights to self-organization.

Court's Decision:

1. The Court found Letran guilty of unfair labor practice for refusing to bargain, noting its lack of intent mirrored by delaying tactics and failing to make timely counter-proposals to the union. The filing of a certification election petition did not legalize the negotiation suspension, as it was improperly timed and inconsequential to representation legitimacy.
2. The Court also found Ambas' dismissal was intended to undermine the union's bargaining efforts, ruling it as an act of unfair labor practice, constituting interference in self-organization rights. The Court emphasized that managerial prerogatives must not infringe on rights to self-organization.

Doctrine:

- **Duty to Bargain Collectively**: This case reiterates the mutual obligation to negotiate in good faith, as outlined in Article 252 of the Labor Code.
- **Unfair Labor Practices**: Acts interfering with, restraining, or coercing employees in the exercise of their right to self-organization constitute unfair labor practices under Article 248 of the Labor Code.
- **Legitimate Representation Issues and Certification Elections**: The mere filing of a petition for certification election does not automatically justify the suspension of ongoing CBA negotiations unless legitimate representation issues are raised within appropriate timelines.

Class Notes:

- **Unfair Labor Practice**: A violation resulting from an employer's refusal to bargain collectively or dismissal of an employee obstructing union activities.
- **Duty to Bargain Collectively (Article 252, Labor Code)**: Requires prompt and expeditious negotiation in good faith on working conditions.
- **Contract Bar Rule**: Prohibits certification election petitions outside the 60-day freedom period before a CBA's expiry.
- **Rights to Self-Organization (Article 248, Labor Code)**: Protects employees from employer interference in forming, joining, or assisting labor organizations.

Historical Background:

This case underscores the complex dynamics between labor unions and management within educational institutions in the Philippines. It highlights the legal safeguards around collective bargaining and the rights to self-organization, emphasizing the importance of mutual good faith in labor negotiations and the protections afforded to union leaders and members in asserting their rights against possible employer retaliation or unfair labor practices.