

BUKLOD ÑG SAULOG TRANSIT, PETITIONER, VS. MARCIANO CASALLA, ET ALS., RESPONDENTS.*G.R. No. L-8049. May 09, 1956*

Ponente: PADILLA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/305610a4aa01/>**PADILLA, J.:**

On 7 December 1953 the respondents, 65 in number, employees of the Saulog Transit, Inc., filed in the Court of Industrial Relations a petition for a certification election, alleging that the total number of employees in the Saulog Transit, Inc. was 583; that there were two labor organizations which represented the employees in the Saulog Transit, Inc., to wit: the Buklod ng Saulog Transit and the Saulog Transit Employees Union (PFL); and that the certification election prayed for was for the purpose of determining the sole bargaining representative of the employees in the Saulog Transit, Inc. On 23 December 1953 the president of the Buklod ñg Saulog Transit filed its answer stating that on 1 (15) July 1953 a collective bargaining agreement had been entered into by and between the Buklod ñg Saulog Transit, a duly registered union with the Department of Labor, on the one hand, and the Saulog Transit, Inc., on the other; that on 5 December an election was held peacefully and orderly, the result thereof having been forwarded to the Department of Labor, against which election and the result thereof no protest as regards the legality thereof was lodged; that having acquired a juridical personality from time of its registration, on 15 July 1953 the Buklod ñg Saulog Transit entered into a collective bargaining contract already referred to covering the well being of the members of which the respondents were still members. On 16 February 1954 the Saulog Transit, Inc. filed a pleading entitled "Appearance and Manifestation" averring that the allegation that the respondents constituted .10 per cent of the total number of employees of the Saulog Transit, Inc. was for the Court to determine; and that it had dealt and had been dealing with the Buklod ñg Saulog Transit in accordance with a collective bargaining agreement entered into by and between them, the Buklod ñg Saulog Transit representing the employees of the Saulog Transit, Inc. as an industrial unit. After hearing, on 17 May 1954 the Court rendered judgment directing—

* * * that a certification election be held among the employees and/or laborers of the Saulog Transit, Inc. at Pasay City, in accordance with section 12 of Republic Act No. 875, and in conformity with the Rules promulgated by this Court on September 4, 1953.

All the employees and/or laborers whose names appear in the list submitted by the company and marked as Exhibits "E" to "7M, attached to the records of this case, minus the supervisory ' personnel composed of the General Manager, Assistant General Manager, the two guards, one shift foreman, and one accountant, shall be eligible, to vote.

Let a copy of this order be furnished the Department of Labor for its information and guidance.

A motion for reconsideration having been denied by the Court in banc on 12 July 1954, the Buklod ng Saulog Transit prays for a review of the order of the Court of Industrial Relations dated 17 May 1954 and the resolution of the Court in banc dated 12 July 1954 denying its motion ,for reconsideration.

The logical inference that may be drawn from the order appealed from is that the Court of Industrial Relations could not determine or at least was in doubt as to which of the two labor unions named in the petition was the true choice of the laborers or employees of the Saulog Transit, Inc. to represent them in all their dealings or for the purpose of collective bargaining with their employer as regards the "rates of pay, wages, hours of employment and other conditions of employment," and for that reason the trial court ordered a certification election pursuant to section 12(6), Republic Act No. 875.

The Court of Industrial Relations made the following findings:

From the evidence, the following are explicit in the pleadings and documents as well as the testimonies submitted by the parties. It appears that the Saulog Transit, Inc. is engaged in the transportation business in Manila and surrounding cities and employs 583 workers including supervisory personnel; that there exists in the company two unions, namely, the Buklod Ng Saulog Transit, the intervenor in this case, and the Saulog Employees Union (PFL); that the petitioners numbering 65 are all employees of the company; that there exists a collective bargaining contract (Exhibit 10) dated July 15, 1953, between the Saulog Transit, Inc. and the Buklod fgt Saulog Transit with a supplementary agreement (Exhibit "10-1") entered into on January 10, 1954, a month after the petition for certification election was filed and already being investigated by this Court.

The fundamental issue to be resolved in the present case is whether or not an order of certification election shall issue on the basis of the evidence established.

By stipulation of the parties it was agreed in open Court that instead of a petition for certification election confined to drivers and conductors as the appropriate bargaining unit in the Saulog Transit, Inc., the parties have agreed on the employer's unit.

At the hearing on January 16, 1954, counsel for petitioner manifested in open Court that out of the 65 signatories to the petition, 3 are inspectors and inasmuch as the inspectors are supervisors he moved that they be stricken out of the petition, thereby leaving a total of 62 signatories to the petition.

* * * * *

The evidence show that a total of 583 are employed in the Saulog Transit, Inc. Out of said number, the Court holds that the following should be excluded as they come within the disqualifying category of "supervisors", namely, one (1) assistant General Manager; two (2) guards; one (1) shift foreman; and one (1) accountant. With regards to the 28 inspectors, which counsel for petitioners contends to be supervisors without presenting evidence on the matter, the Court is of the opinion that inspectors in transportation business by the nature of their work do not fall within the category of supervisors under Section 2(k) of Republic Act No. 875. .

On the basis of those retractions, intervenor maintains that the petitioner can only lay claim to forty-two (42) on their side and, therefore, this number no longer constitute ten (10%) per cent of all the employees in the company minus the supervisory personnel. On the subject of these retractions during the hearings of this case by the signatories to the petition, the Court cannot help but entertain doubts' that it was their free and untrammelled will without pressure from without (within). It is to be noted that during one of the hearings of this case, counsel for intervenor presented a letter (Exhibit "A") dated December 23, 1953, purportedly signed by 53 signatories to the petition addressed to Marciano Casalla, president of the Saulog Employees Union (PFL) and one of the petitioners in this case, wherein it was stated that what they signed before Marciano Casalla was not what they really signed for. During the next hearing on January 19, 1954, counsel for petitioners presented a document (Exhibit "B") dated January 9, 1954, addressed to the Court and purportedly signed by 21 out of the 53 signatories of the letter marked as Exhibit "A", wherein it was stated that when the company knew of their signatures to the petition for certification election, they were told to sign the letter (Exhibit "A") or else they will lose their jobs.

Marciano Casalla testified at the hearings on January 19, 1954, when confronted with the aforementioned

documents, that the signatories of Exhibit "A" told him that they were forced to sign said letter. Asked by counsel for intervenor how the signatories were forced to sign, he testified that some of the signatories told him that they did not like to sign; that some told him they have to be rendered drunk first before they could sign; and that some could not ask for "vale" in the company unless they signed. (Recross examination of Marciano Casalla, t.s.n., p. 27, hearing of January 19, 1954.)

Again at the hearing on February 4, 1954, 16 signatories to the petition for certification election present signified in open court their desire for a certification election. Counsel for intervenor in an effort to refute what they have previously testified regarding their desire for a certification election presented affidavit previously signed by some of them. Feliciano Ignacio when shown the affidavit (Exhibit "D-1") he previously signed stated that he signed said affidavit in his desire to work; P. de Luna testified that he signed the affidavit (Exhibit "3") believing that it was for the return of the fund deposits and there was nothing mentioned about certification election; Gallardo testified that he signed the affidavit (Exhibits "D-3" and "D-4") in his desire to be employed; A. Aide testified that he signed the affidavit because he wanted to be assigned to a trip; N. Alcantara testified that he signed the affidavit because he was afraid to be rejected in his work.

From the demeanor of the witnesses in the witness stand and the testimonies of the above-mentioned witnesses, the Court believes that those retractions could not destroy the desire of all signatories constituting, at least, ten (10%) per cent of the employees in the appropriate unit desiring a certification election. The manner in which the retractions were obtained more than convinces the Court of the need for a certification election so that the doubt as to the true bargaining representative will be finally resolved. Republic Act No. 875 states the remedy—a certification election. Besides, it should be noted that section 12 of Republic Act No. 875 speaks of the ten (10%) per cent at the time of the filing of the petition. Retractions and withdrawals, therefore, after the petition is filed cannot affect the number of the petitioners at the time the petition is filed. '

Intervenor also offered in evidence a collective bargaining agreement it had with the Saulog Transit, Inc., marked as Exhibit "10" and contends that it is a bar to the petition for certification election. A careful scrutiny of such contract reveals that it does not touch in substantial terms the rates of pay, wages, hours of employment, and other conditions of employment of all the employees in the company but seeks to establish merely a grievance procedure for drivers, conductors and inspectors who are members of the Buklod Ng Saulog.

* * * * *

From the evidence on record, it appears that a supplementary contract (Exhibit "10-1") providing for increase in pay, fixing of guarantee deposits for conductors and drivers, granting of loans to immediate members of the family of the union employees in case of death, and granting daily bonus to drivers and conductors who have reached their daily quota of collection, have been executed between the Saulog Transit, Inc., and the Buklod Ng Saulog Transit * * *.

In its brief the petitioner contends that (1) the Court of Industrial Relations erred in holding that it did not lose jurisdiction over the case notwithstanding the fact that the respondents (petitioners in the court below) were reduced to less than 10 per cent of the appropriate unit; and (2) the Court of Industrial Relations erred in its interpretation of section 13, Republic Act No. 875, relative to the kind of collective bargaining agreement which would constitute a bar to a certification election, and in declaring that Exhibit 10 (whether by itself or as supplemented by Exhibit 10-1) did not constitute a sufficient bar to a certification election.

In support of its petition filed in the Court of Industrial Relations the petitioner Buldod ng Saulog Transit raised the following Questions:

- Does the collective bargaining agreement between the Buklod and the Saulog Transit, Inc. (consisting of Exhibits 10 [and] 10-1) conform as to contents" to the bargaining contract contemplated in Section 13 of Republic

Act 875? If so, is it a bar to certification election? (Exhibits 10 and 10-1 are Annexes D and E, respectively.)

- What is the effect of the holding of certification election on the collective bargaining agreement previously entered into by the parties mentioned in Question 1?

The first error the petitioner claims the Court of Industrial Relations committed is not well taken, not only because of the rule laid down in cases decided under section 4, Commonwealth Act No. 103, as amended by section 2 of Commonwealth Act No. 559, consistently followed and maintained in this jurisdiction,[1] to the effect that the Court of Industrial Relations acquires jurisdiction of an industrial dispute upon the filing of a petition by 31 employees or laborers bringing such dispute to the Court for determination, and that a diminution in number by retraction or withdrawal of any of them does not divest it of its jurisdiction already acquired, but also because as found by the Court of Industrial Relations, the retraction by some members who originally had signed the petition was not of their own free will. The petition filed by 65 laborers or employees of the Saulog Transit, Inc., was sufficient to confer jurisdiction upon the Court of Industrial Relations, for their number was more than 10 per cent of the laborers and employees of the Saulog Transit, Inc.[2]

It is argued that under and pursuant to section 13, paragraph 1, of Republic Act No. 875, which provides that—

In the absence of an agreement or other voluntary arrangement providing for a more expeditious manner of collective bargaining, it shall be the duty of an employer and the representative of his employees to bargain collectively in accordance with the provisions of this Act. Such duty to bargain collectively means the performance of the mutual obligation to meet and confer promptly and expeditiously and in good faith, for the purpose of negotiating an agreement with respect to wages, hours, and/or other terms and conditions of employment, and of executing a written contract incorporating such agreement if requested by either party, or for the purpose of adjusting any grievances or question arising under such agreement, but such duty does not compel any party to agree to a proposal or to make concession.

there was no need or reason for ordering a certification election, because on 15 July 1953 the petitioner Buklod ng Saulog Transit and the Saulog Transit, Inc. had already entered into a collective bargaining agreement, as shown by Exhibit 10.

The provisions of section 13, paragraph 1, of Republic Act No. 875, contemplate a situation not only where there had been no agreement entered into by and between employees or laborers and employer or management as to terms and conditions of employment, but also where there had been an agreement that leaves out many or some matters on which the parties should have stipulated, if the collective bargaining agreement is to achieve its purpose and aim—industrial peace. [1]

The trial court found that the collective bargaining agreement entered into by and between the Saulog Transit, Inc. and the Buklod ng Saulog Transit on 15 July 1953 (Exhibit 10; Annex D) "does not touch in substantial terms the rates of pay, wages, hours of employment, and other conditions of employment of all the employees in the company but seeks to establish merely a grievance procedure for drivers, conductors and inspectors who are members of the Buklod ng Saulog." And even in the supplementary agreement (Exhibit 10-1; Annex E), there is no clearcut stipulation as to "rates of pay, wages, hours of employment, or other conditions of employment." [2] In their reply the respondents claim that such an agreement (Exhibit 10; Annex D) and the supplementary agreement (Exhibit 11; Annex E) have not been identified and offered in evidence and should not be taken into consideration. The trial court took, however, into consideration both agreements and found that the first agreement being incomplete does not bar a certification election; and as to the supplementary agreement the Court held that it having been entered into after the filing of the petition for a certification election the same cannot and does not bar a certification election. The affidavit filed by the President of the Buklod ng Saulog Transit (Annex F) is not mentioned in the order and resolution appealed from. It is clearly an effort on the part of the petitioner to

supply what was lacking in the two agreements already mentioned. The contention that as section 13, Republic Act No. 875, does not require that the agreement be in writing unless either party request that it be reduced to writing, thereby insinuating that there had been a verbal understanding before the written agreement was entered into, has no bearing and effect in a case where there is a written agreement which the Court of Industrial Relations found incomplete. In these circumstances we are of the opinion that the collective bargaining agreement entered into on 15 July 1953 is no bar to a certification election at the instance of at least 10 per cent of the employees in an appropriate collective bargaining Unit, pursuant to section 12, paragraphs (a), (b) and (v), Republic Act No. 875.

The second question raised by the petitioner in support of its petition filed in the court below need not be passed upon. It has not arisen. Any pronouncement thereon would be obiter and not binding.

The order and resolution appealed from are affirmed, with costs against the petitioner.

Paras, C. J., Bengzon, Montemayor, Reyes, A., Jugo, Bautista Angelo, Reyes, J. B. L., and Endencia, JJ., concur.

[1] Manila Hotel Employees Association vs. Manila Hotel Co., 73 Phil., 374, 389; Mortera vs. Court of Industrial Relations, 45 Off. Gaz., i715, 1718; Pepsicola, Inc. vs. National Labor Union, 46 Off. Gaz., Supp. No. 1, pp. 130, 134-135; San Miguel Brewery vs. Court of Industrial Relations, 91 Phil., 179; Luzon Brokerage Co. vs. Luzon Labor Union, 48 Off. Gaz., 3883, 3887; La Campana Coffee Factory, Inc. vs. Kaisahan Ng Mga Manggagawa sa La Campana Coffee Factory, 49 Off. Gaz., 2300, 2304; PLASLU vs. Court of Industrial Relations, 49 Off. Gaz., 3859, 3863; Standard Vacuum Oil Co. vs. Orson, G. R. No. L-7540, 25 May 1955; San Beda College vs. Court of Industrial Relations, 61 Off. Gaz., 5636.

[2] Section 12 (c), Republic Act No. 875.

[1] Section 1, Republic Act No. 875.

[2] Section 12 (a) and 13, Republic Act No. 876.

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