

**ERNESTO CLOMA, GAUDENCIO LOPEZ AND MARIO LAXAMANA,
PETITIONERS, VS. AGUINALDO INDUSTRIES CORPORATION AND
AGUINALDO EMPLOYEES ASSOCIATION (NLU) AND COURT OF
INDUSTRIAL RELATIONS,...***G.R. No. L-19922. August 31, 1965*

Ponente: CONCEPCION, J.

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Petitioners Gaudencio Lopez and Mario Laxamana seek the review of an order of the Court of Industrial Relations dismissing a complaint for alleged unfair labor practices filed by them against respondents Aguinaldo Industries Corporation and Aguinaldo Employees Association (NLU), hereinafter referred to, for the sake of brevity, as the Corporation and the NLU, respectively.

Prior to January 16, 1961, said petitioners and one Ernesto Cloma, were employees of said Corporation, which had with the NLU a collective bargaining contract, containing a closed-shop provision, effective up to June 80, 1960. Shortly before this date, or on April 4, 1960, petitioners and Cloma, who were members of the NLU, joined the Aguinaldo Workers Union (PAFLU), hereinafter referred to as PAFLU, in view of which they were expelled from the NLU on October 5, 1960. Meanwhile, or in July, 1960, the collective (bargaining contract between the Corporation and the NLU was renewed for a period of two (2) years. Pursuant to the closed-shop provision incorporated into both the original contract and the renewed contract, the NLU demanded from the Corporation that petitioners and Cloma be dismissed as employees thereof. Accordingly, the Corporation dismissed them as such employees on January 16, 1961. Soon thereafter, or in May, 1961, the aforementioned complaint was filed against the Corporation and the NLU, upon the theory that said expulsion and dismissal constituted unfair labor practices. Before the case could be decided, there was an amicable settlement between the Corporation and Cloma, who, accordingly, withdrew this complaint. Upon the other hand, on motion of the Corporation, the complaint of petitioners herein was dismissed, upon the theory that their expulsion and dismissal by the NLU and the Corporation were in accordance with the by-laws of the former and closed-shop agreement with the latter. Hence, the petition for review.

It is conceded that, under the by-laws of the NLU, the latter is entitled to expel members thereof who join another labor organization, and that, under said closed-shop agreement, the Corporation is bound to dismiss employees who cease to be members of the NLU. This notwithstanding, petitioners maintain that their aforementioned expulsion and dismissal were unwarranted, because they did not join the PAFLU until shortly before the expiration of the bargaining contract between the Corporation and the NLU, and after a petition for certification election had been filed with the Court of Industrial Relations, which petition had the effect of contesting NLU's authority to represent, as a bargaining unit, the employees of the Corporation.

As a matter of fact, however, said petition for certification election (Case No. 748-MC) was filed on April 11, 1960, or a week after petitioners had joined the PAFLU. Moreover, although the record before us does not

explicitly say what happened in the certification election proceedings, it would appear that the same has become moot for, in July, 1960, the NLU got a renewal of its collective bargaining agreement with the Corporation and the validity of such renewal is not contested by petitioners herein. Again, their expulsion from the NLU and dismissal by the Corporation took place on October 5, 1960, and January 16, 1961, respectively, or several months after the aforementioned renewal, and in conformity with the provisions of the renewed contract, as well as of the original contract, and of the by-laws of the NLU. Since the legality of said provisions is not disputed, it follows necessarily that the acts performed in accordance there with do not constitute an unfair labor practice.

Wherefore, the order appealed from is hereby affirmed, with costs against petitioners herein. It is so ordered.

Bengzon, C. J., Bautista Angelo, Reyes, J. B. L., Dizon, Regala, Makalintal, Bengzon, J. P., and Zaldivar, JJ., concur.

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