

**UNITED CENTRAL & CELLULOSE LABOR ASSOCIATION (PLUM),
YBARRA TEVES, MOISES TAVITA, EPIFANIO EQUIO, PETITIONERS,
VS. HON. JUDGE MACARIO P. SANTOS OF THE CFI OF NEGROS
ORIENTAL; “A...**

G.R. No. L-21049. May 30, 1972

Ponente: BARREDO, J.

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BARREDO, J.:

Petition for certiorari and prohibition, with prayer for preliminary injunction, challenging the jurisdiction of the Court of First Instance of Negros Oriental, Judge Macario P. Santos, presiding, in taking cognizance of its Civil Case No. 4021, purportedly an action of declaratory relief inquiring into the rights of respondent workers as regards their projected dismissal from work and the continued payment of union checkoff of membership dues for petitioning union pursuant to the union shop provisions of a collective bargaining agreement between petitioner and respondent companies, petitioner claiming that in reality the said action is a labor dispute involving unfair labor practices which belongs to the exclusive jurisdiction of the Court of Industrial Relations. Respondents were required to answer and upon petitioner's filing a bond of P500.00, the preliminary injunction prayed for was issued.

In 1955, petitioner, United Central & Cellulose 'Labor Association (PLUM), was duly certified as the sole collective bargaining unit of the workers in the respondent companies, Central Azucarera de Bais and Compañía Cellulosa de Filipinas. The corresponding collective bargaining agreements, one for each respondent company; executed by the said parties that year, which were renewed in 1957, provided identically, as they did in the previous ones, as follows:

"SECTION 2. All employees who are members of the UNION upon the signing of this agreement shall retain their membership in good standing in accordance with the Constitution and by-laws of the UNION as a condition of their continued employment with the CENTRAL."

The agreements of 1957 expired on June 30, 1961. Immediately after said expiration, the members of the union went on a strike-which was ended on July 6, 1961, upon the signing of a return-to-work agreement, but it was only on November 9, 1961 that new collective agreements were executed embodying the terms of the said return-to-work agreement and, again, identically reworded union shop clauses as follows:

"SEC. 2. All employees who are members of the UNION as of June 30, 1961 shall retain their membership in good standing in accordance with the constitution and by-laws of the UNION, a copy of which has been furnished the COMPANY by the UNION, as a condition of their continued employment with the COMPANY. Within fifteen (15) days from receipt of written notice from the UNION, the COMPANY shall terminate the employment of such employees who fail or have failed to retain such membership in good standing with the UNION."

Specifically, the effectivity of these agreements was made retroactive to July 1, 1961, but in the return-to-work

agreement, the parties had already stipulated:

"1. On all those concessions and benefits agreed upon between the COMPANIES and the UNION in their bargaining negotiations of June 1, 8, 15, and 29, 1961, also incorporating the UNION'S demands accepted in the COMPANIES' letters of June 1 and 7, 1961;

"2. * * * * *

"3. * * * * *

"4. Union Shop and maintenance of membership for all members as of June 30, 1961;

"5. A three-year collective bargaining agreement beginning on July 1, 1961 and ending on June 30, 1964; and

"6. Lifting of the pickets and immediate return to work of all the strikers pursuant to instructions of the COMPANIES."

In the meanwhile, on July 1, 1961, 168 members of petitioner who were former members of respondent union, Allied Workers' Association, Bais Chapter, resigned from said petitioner. Forthwith they notified respondent companies and requested that UCCLA (short for petitioner) union dues checkoff be no longer deducted from their salaries and also called attention to the fact that the forced affiliation of AWA (short for respondent union) members with the UCCLA and the dues exacted from them under checkoff arrangements in the past were "illegal under the decisions of the Supreme Court in the Freeman Shirt and Talim Quarry cases," and as no action was taken by respondent companies on such request, they filed their original complaint with the respondent court on May 5, 1962, praying that respondent companies be enjoined accordingly. Subsequently, on July 19, 1962, UCCLA demanded, invoking the last aforequoted union shop clause, that respondent companies dismiss them from their employment, hence their amended complaint and petition for preliminary injunction of even date, which the respondent Judge granted.

It appears also that previous to the institution of the action in question, on April 1, 1960, AWA had already filed with the Court of Industrial Relations two unfair labor practice cases against herein respondent companies, which were given due course as Cases 159-ULP (Cebu) and 162-ULP (Cebu). The complaints therein alleged unfair labor practices, inter alia, discriminations against and interferences with AWA members allegedly committed under the guise of enforcing the union shop clauses first aforequoted and specifically urged the industrial court to declare the collective bargaining agreements of 1957 illegal, additionally upon the ground also that the UCCLA was company dominated. These unfair labor cases were still pending at the time the action here in question, Civil Case No. 4021, was filed. In turn, on November 23, 1962, or subsequent already to the filing of the amended complaint in the subject Civil Case No. 4021, UCCLA initiated in the industrial court Case No. 3331-ULP, an unfair labor practice case, charging herein respondent companies together with 158 of their co-respondent workers and AWA with unfair labor practices, principally, in connection with its demands that said 158 workers be dismissed by virtue of the second union shop clause aforequoted and that said respondent companies continue the deduction of union membership dues (checkoff) from their salaries, as to which demands said companies allegedly failed to either take action or were undecided. Of course, it also charged AWA with interference with its (UCCLA) membership with the use of threats and intimidation. Like the two previously mentioned unfair labor cases, this third one was given due course by the industrial court after the corresponding preliminary investigation by its prosecution staff as required by the Industrial Peace Act.

It is mainly upon this backdrop of circumstances that the Court is called upon to resolve the issue of jurisdiction raised in this case.

We find no difficulty in perceiving the utter lack of jurisdiction of the respondent court, as charged in the petition.

Before elaborating on this matter, however, it is but meet to touch upon a point which the parties have apparently overlooked, since none of them has dwelt on it, as far as the record shows, at anytime throughout the whole controversy among them. The parties and the respondent Judge have assumed all the time that the action filed by respondent union and workers with respondent court, Civil Case No. 4021, is one of declaratory relief. Such a characterization is far from being accurate. True it is that, according to the allegations in the complaint of plaintiffs below, respondent companies were invoking the collective bargaining agreements of November 9, 1961 in refusing to stop the checkoff of their UCCLA dues despite their resignation therefrom, whereas, on the other hand, UCCLA was likewise relying on the same contracts in demanding from said companies their dismissal from their employment with them. It does not appear, however, that said plaintiffs were parties to said contracts. It is, to say the least, questionable whether or not a special civil action for declaratory relief can be filed in relation to a contract by persons who are not parties thereto. Under Section 1 of Rule 66 then (before 1964, now Section 1, Rule 64, entitled "Who may file petition"), "[a]ny person interested under a deed, will, contract or other written instrument * * * may * * * bring an action to determine any question of construction or validity arising under the instrument * * * for a declaration of his rights or duties thereunder. "Since "[c]ontracts take effect only between the parties * * *" (Art. 1311, Civil Code of the Philippines), it is quite plain that one who is not a party to a contract cannot have the "interest" in it that the rule requires as basis for a declaratory relief.

In any event, the original complaint was filed on May 5, 1962, whereas the checkoff complained of had been going on since July 6, 1961, at the latest, pursuant to the return-to-work agreement of that date. Obviously, if plaintiffs have any cause of action in connection with respondent companies' and petitioner's actuations relative to said checkoff, the same had already ripened into an appropriate subject of an ordinary suit, certainly, far beyond the stage proper for a special civil action for declaratory relief. Whether such right springs from the collective bargaining agreements above-referred to, assuming plaintiffs could invoke any rights in contracts in which they are not parties, or from any statute or plain common law, by the time the complaint in question was filed, those rights had already been effectively breached, according to the very theory in the court below of herein respondent workers, respondent companies having refused to stop the questioned checkoff despite their repeated requests for practically ten months already.

Likewise, in their amended complaint of July 19, 1962, it was alleged that petitioner had demanded the dismissal of plaintiffs from work with respondent companies by virtue of the union shop clauses already mentioned, and plaintiffs were apprehensive that unless enjoined, the said respondent companies would comply with such demand and actually dismiss them. Here again is a situation clearly not within the contemplation of the declaratory relief remedy. While from the point of view of plaintiffs, there could be some reason for contending that they had not yet suffered actual harm nor have their rights been jeopardized by physical wrongs or any physical attack on their existing relations with respondent companies, the situation was entirely different insofar as the defendants, the herein respondent companies and petitioner UCCLA, were concerned, for as to UCCLA, the refusal of respondent companies to dismiss plaintiffs despite its repeated demands constituted already a breach of the collective bargaining agreements between them, so that, on the whole, the suit of plaintiffs involved already more than mere "challenge, refusal, dispute, or denial" of rights arising from "existing legal relations * * * amounting to a live controversy,"[1] among all the parties impleaded. In these circumstances, assuming the correctness of the factual premises of plaintiffs, their proper remedy appears to be an ordinary action of injunction or, more appropriately indeed, as will be discussed anon, an unfair labor practice charge in the Court of Industrial Relations. Thus, the insistence of counsel for AWA that only courts of first instance have original jurisdiction over special civil actions of declaratory relief and, in connection therewith, the power to issue writs of preliminary injunction to keep the parties in status quo, is entirely pointless in this case.

At this juncture, the Court notes that being somehow along the same line of approach as the pointless posture just

referred to, the other arguments of counsel for AWA are less than candid, even almost misleading. In their attempt to sustain the proposition that the projected dismissal by the respondent companies of their 158 members aforementioned, assuming as correct their premise that they had actually resigned from UCCLA in the early days of July, 1961, or before the 1961 collective bargaining agreements were entered into between UCCLA and said companies on November 9, 1961, a matter We do not here decide, since Our inquiry in this case is limited only to the issue of want of jurisdiction of the respondent court, counsel claim that in *Talim Quarry Company, Inc. vs. Bartola*, G.R. No. L-15768, April 29, 1961, 1 SCRA 1301, "the dismissal of workers pursuant to a union shop clause, even when the clause were later judicially found inapplicable to the dismissed workers, provided that the employer acted in good faith in the belief that it was applicable" was held by this Court "as not constituting unfair labor practice." (p. 8, Respondent AWA's memorandum) To start with, nothing of the sort can be found in the opinion penned by Justice Padilla in *Talim Quarry*. Exactly, the pertinent portion of the said opinion, which, incidentally, counsel could not have ignored because it is quoted in another portion of their memorandum (at p. 13), reads thus:

"Whether a union-shop or closed-shop agreement applies to future or prospective employees or laborers only, or also to employees or laborers belonging to a labor union other than the one in whose favor the closed-shop agreement had been entered, already employed at the time of the execution of the closed-shop agreement, is the main question to be determined in this case. The petitioners claim that the agreement applies to both; whereas the respondents contend that the agreement is effective only upon those yet to be hired, but not upon those already employed and affiliated with another labor union. This is settled. In G.R. No. L-16561, *Freeman Shirt Manufacturing Co., Inc. vs. Court of Industrial Relations et al.*, promulgated 28 January 1961, this Court held that a closed-shop clause in a collective bargaining agreement does not apply to persons belonging to another labor union already hired but is effective only upon those yet to be hired, and that a dismissal of the former for refusing to comply with the closed-shop contract is unlawful. The dismissal, therefore, by the petitioner, the *Talim Quarry Company, Inc.*, upon demand by the other petitioner, the *Talim Quarry Labor Union*, of the 13 employees or laborers, respondents herein, for refusing to become members of the *Talim Quarry Labor Union*, as required by the union-shop contract, is illegal." (At pp. 1303-1304)

It was in reality in the *Freeman* decision thus cited by Justice Padilla that something on the point alleged by counsel may be found. In *Freeman*, Justice Gutierrez David held for the Court:

"Petitioners contend that the dismissal of the charges of unfair labor practices against the company precludes any order for reinstatement. The contention is untenable, for the dismissal here was made pursuant to a closed-shop agreement which is unauthorized by law. In short, the dismissal was illegal. Ordinarily, the order for reinstatement should have carried with it an award for back pay. Considering, however, that there is no local decision on point, we are inclined to agree with the lower court and give the company the benefit of the doubt regarding its claim that it acted in good faith and in the honest belief that, as the law now stands, it could dismiss the employees who refused to join the winning or contracting union." (1 SCRA 353, 357)

At any rate, the contention of counsel is off-tangent in the present case. What is here in issue before Us is not whether or not respondent companies or any of the two contending unions or their members are guilty of any unfair labor practice. What We are called upon to resolve here is the question of whether or not, on the basis of the allegations in the complaint and amended complaint in Civil Case No. 4021, and considering the circumstances related thereto alleged in the motion to dismiss, which are not seriously in dispute, such as the previous filing and pendency of ULP-159 (Cebu) and ULP-162 (Cebu) and the filing later of ULP-3331, all of which are unfair labor practice cases, the respondent court should have deferred to the Court of Industrial Relations instead of assuming jurisdiction over said action. To determine this question of jurisdiction, it is not necessary for Us to rule on the guilt or innocence of the parties charged. If in the light of the foregoing premises, the respondent court has no jurisdiction, the fact that said court might have found later, if it were able to proceed,

that indeed the parties charged were not guilty of committing any unfair labor practice would not matter, just as it would be ridiculous to contend that because a Court of First Instance has not found an accused guilty of the crime charged in a criminal case filed against him, the court's having tried the case according to the rules of civil procedure, not of criminal procedure, may be sanctioned. In other words, what is decisive in this case is whether or not the charges of the parties against each other, on their faces, viewed together with other indubitable circumstances opportunely brought to the attention of the court in appropriate pleadings or motions, may involve any unfair labor practice or give cause to the filing of an unfair labor charge. In the affirmative, it is doubtless that the Court of Industrial Relations has exclusive jurisdiction over the same; otherwise, the respondent Judge was right in taking cognizance thereof.

In this regard, We find again that AWA's counsel, instead of being frank with the Court, have pursued a tendency of departing considerably from the facts. Overlooking already the fact that in referring to Freeman and Talim Quarry, counsel have failed to even mention that in those cases, the matter of whether or not there was a correct application of the union shop clauses involved therein was submitted precisely to the Court of Industrial Relations and none impugned its jurisdiction, We observe that counsel's discussion of the relevance of ULP-159 (Cebu) and ULP-162 (Cebu) as well as ULP-3331, is, to put it mildly, rather diversionary, for which reason and because of Our observations above regarding their other arguments, counsel are advised that the Court disapproves of such practice and they must refrain from continuing with it.

To begin with, We have gone over the charge in the first two of the said unfair labor practice cases and, contrary to the impression counsel have tried to convey, it is clear to Us that the charges contained therein, particularly, those as to the alleged illegality of the union shop clauses in the 1957 collective bargaining agreements which are substantially the same as those in the 1961 agreements, are more or less parallel to and of the same nature as those alleged in the amended complaint of July 19, 1962 in Civil Case No. 4021. In the charges in the said ULP cases as in the said amended complaint, one of the main faults imputed to the herein respondent companies and the petitioner, is that of collaborating with each other in enforcing the union shop clauses in the collective bargaining agreements through various improper means, including threats of dismissal from work of the AWA members, who were old workers in said companies, should they persist in retaining their AWA membership and in failing to affiliate with UCCLA, the varying shades of the allegations in each instance being ultimately inconsequential. Stated otherwise, We find that whereas when AWA charged the respondent companies in the first two ULP cases with utilizing the union shop clauses in 1960 as instruments of interference in their self-organization, the complaint was filed by them in the industrial court, it is not explained why in 1961, AWA had to go to the respondent court, when the nature of the latter charges, which are now in question, are practically the same as those of 1960.

In any event, and independently of such inconsistency, the Court entertains no doubt that the controversy among the parties herein is a labor dispute likely to involve, if it does not actually involve, unfair labor practices. We hold that under any of the provisions of the Industrial Peace Act presently to be quoted, the act of an employer of threatening to dismiss any worker or workers because of non-affiliation or disaffiliation from a union certified as the collective bargaining unit in the employer's establishment on the strength of a union shop clause in the collective bargaining agreement with said union is an unfair labor practice, when it is done to a worker or to workers to whom said clause is not applicable, because they were already working prior to the agreement, since such act is violative of the workers' right to unionize or otherwise organize among themselves any kind of lawful association. And if such threat is made because of the demand of the union favored by the union shop clause, the union would be as guilty of the employer of unfair labor practice. Indeed, it seems opportune to emphasize that while this Court has repeatedly upheld the validity of union shop agreements. We have consistently made its enforcement restrictive, to the end that they may not be given retroactive effect and cover only persons to be hired

or to employees who are not yet members of any labor organization, hence they are not applicable to those already in the service at the time of their execution. (Labor, Agrarian and Social Legislation by Montemayor, Vol. 1, 1964 ed., p. 717, citing more than a score of decisions of this Court.) The pertinent provisions above referred to of the Industrial Peace Act are the following:

"SEC. 4. Unfair Labor Practices.

"(a) It shall be unfair labor practice for an employer:

"(1) To interfere with, restrain or coerce employees in the exercise of their rights guaranteed in section three;^[2]

"(2) To require as a condition of employment that a person or an employee shall not join a labor organization or shall withdraw from one to which he belongs;

"(3) To initiate, dominate, assist in or interfere with the formation or administration of any labor organization or to contribute financial or other support to it;

"(4) To discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: Provided, That nothing in this Act or in any other Act or statute of the Republic of the Philippines shall preclude an employer from making an agreement with a labor organization to require as a condition of employment membership therein, if such labor organization is the representative of the employees as provided in section twelve;

* * * * *

"(b) It shall be unfair labor practice for a labor organization or its agents:

"(1) To restrain or coerce employees in the exercise of their rights under section three, provided that this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein;

"(2) To cause or attempt to cause an employer to discriminate against an employee in violation of sub-section (a) (4) or to discriminate against an employee with respect to whom membership in such organization has been denied or terminated on some ground other than the usual terms and conditions under which membership or continuation of membership is made available to other members.

" * * * * *

Indisputably, therefore, the dispute among the parties herein is within the unfair labor practice jurisdiction of the Court of Industrial Relations.

This view firms up more completely if account is taken of the subsequent institution of ULP-3331. No second reading of the complaint in said case is needed to perceive that the charges contained therein are inextricably interwoven with the causes of action alleged in the original and amended complaints in Civil Case No. 4021. While in the said amended complaint in the civil case, the plaintiffs alleged as their main cause of action the unjustified threat by herein respondent companies to dismiss them upon the authority of the union shop clauses hereinabove repeatedly mentioned, in the unfair labor practice case, it is charged in turn by UCCLA that the said companies have refused, without any legal excuse, to dismiss the said plaintiffs. Surely, either way, there could be an unfair labor practice.

Counsel's contention that the civil case was filed ahead has no merit. Indeed even if no unfair labor case had been actually filed by petitioner, since it is obvious that the labor dispute among the parties herein involve possible unfair labor practices, by one or the other among them, it is best that such dispute be tried and decided in

ULP-3331 by the industrial court to the complete exclusion of the respondent court. A fairly comprehensive compendium of the rulings of this Court sustaining this point may be found in the annotations to Philippine Communications, Electronics & Electricity Workers' Federation vs. Nolasco, G.R. No. L-24984, July 29, 1968, in 24 SCRA 331-352, and it is superfluous to cite them all here, but it is illustrative and instructive for all concerned that We quote from Mr. Justice Enrique Fernando's opinion written for the Court in Federation Obrera de la Industria Tabaguera y Otros Trabajadores de Filipinas vs. Mojica, G.R. No. L-25059, August 30, 1968, 24 SCRA 936:

"In Reyes vs. Tan (99 Phil. 880, 883 [1956].), decided the same day as the above case of PAFLU vs. Tan, it was stated: 'There are, however, admissions in this case by both parties that the acts against which the injunction in question was obtained constitute unfair labor practices * * *. If we are to go by these admissions, then the application for injunction would have been exclusively cognizable by the Court of Industrial Relations and beyond the jurisdiction of the respondent Court of First Instance.' Here, in the opposition to motion to dismiss complaint and to quash the restraining order, respondent Liwayway Gawgaw & Coffee Repacking stated as 'the truth of this matter' the fact 'that alleged Cases Nos. 502-ULP and 3972-ULP mentioned by the defendants in their present motion to dismiss are not, strictly and legally speaking, actual cases pending, before the Court of Industrial Relations, but mere "charges" or complaints which are purely speculative in nature and as such are merely pending preliminary investigation by the CIR-Prosecutors of the Court of Industrial Relations and not before the Court itself.' (Annex F, Petition for Certiorari, p. 2.)

"Certainly, the above admission is fatal to the assumption of jurisdiction by respondent Judge. As early as Erlanger & Galinger, Inc. vs. Erlanger & Galinger Employees Association (104 Phil. 17, 21 [1958]), it has been the principle adopted by this Court that even if no unfair labor practice suit has been filed at all by any of the parties in the Court of Industrial Relations 'at the time an injunction was filed in the court of first instance, still the later 'would have no jurisdiction to issue the temporary restraining order prayed for if it is shown to its satisfaction that the labor dispute arose out of unfair labor practices committed by any of the parties.' It is still the Court of Industrial Relations where the action must be filed and where a restraining order could issue.

"There was an emphatic reaffirmation of this doctrine in an even later case, the aforesaid Philippine Communications, Electronics & Electricity Workers' Association vs. Nolasco, decided barely a month ago. Thus: 'CIR's jurisdiction stay even if no unfair labor practice case has been filed with CIR. It is enough that unfair labor practice is involved. This renders irrelevant the distinction respondents would wish to make between an unfair labor practice charge and an unfair labor practice complaint.'" (At pp. 939-940)

Coming now to the matter of the impugned checkoff, We hold that this is a mere incident of the alleged disaffiliation of the 158 respondent workers from UCCLA, the truth and legal consequences of which form part and parcel of the labor dispute regarding the effectivity or applicability of the union shop clauses in question, insofar as the said workers are concerned, and as such must go to the industrial court where, as We rule above, the main controversy must be ventilated and decided. (Regal Manufacturing Employees Association vs. Reyes, G.R. No. L-24388, July 29, 1968, 24 SCRA 352; Bay View Hotel vs. Manila Hotel Workers' Union, 18 SCRA 946). To be sure, if this matter of checkoff were to be treated isolatedly from the union-shop-clause issue, We would be disinclined to recognize, the jurisdiction of the Court of Industrial Relations over it, in view of the fact that checkoff of union membership dues is inseparably related to proper compliance with the Minimum Wage Law (Republic Act No. 602, as amended), Section 10 (b) (3) of which provides that such checkoff is excepted from the mandate that all wages of laborers and employees must be paid to them directly, hence, any refusal of the employer to stop the same in spite of demands to such effect by the employees would constitute sufficient ground for an action to either enjoin violation of the act or to recover underpayment, both of which fall within the jurisdiction of the courts of First Instance. (Sec. 16, *id.*; Gomes vs. North Camarines Lumber Co., Inc., 106 Phil 294, 300-301).

IN VIEW WHEREOF, the petition for certiorari and prohibition is granted and the writ of preliminary injunction heretofore issued is made permanent. No costs.

Reyes, J. B. L., Acting C J., Makalintal, Zaldivar, Castro, Fernando, Teehankee, Makasiar, and Antonio, JJ., concur.

Concepcion, C J., on official leave.

[1] See Moran, Comments on the Rules of Court, Vol. 3, p. 140, 1970 ed.

[2] Section 3, provides:

"Employees shall have the right to self-organization and to form, join or assist labor organizations of their own choosing for the purpose of collective bargaining through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining and other mutual aid or protection. Individuals employed as supervisors shall not be eligible for membership in a labor organization of employees under their supervision but may form separate organizations of their own."

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