

BARBIZON PHILIPPINES, INC., PETITIONER, VS. NAGKAKAISANG SUPERVISOR NG BARBIZON PHILIPPINES, INC.-NAFLU AND THE HON. UNDERSECRETARY OF LABOR BIENVENIDO E. LAGUESMA, RESPONDENTS.

G.R. Nos. 113204-05. September 16, 1996

Ponente: KAPUNAN, J.

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KAPUNAN, J.:

This is a petition for certiorari and prohibition under Rule 65 of the Revised Rules of Court to set aside and annul the decision and orders of the public respondent dated 11 February 1993, 4 March 1993, 16 June 1993 and 25 November 1993, respectively.

The facts which gave rise to the present petition are as follows:

On 27 June 1988, petitioner (formerly the Philippine Lingerie Corporation) filed a petition for certification election among its rank-and-file employees (docketed as NCR-OD-M-6-349-88). As a consequence thereof, two (2) unions sought recognition, namely: PHILIPPINE LINGERIE WORKERS UNION-ALAB and BUKLOD NG MANGGAGAWA NG PHILIPPINE LINGERIE CORPORATION.

In one of the pre-election conferences, PHILIPPINE LINGERIE WORKERS UNION-ALAB moved for the exclusion of a number of employees who were allegedly holding supervisory positions.

On 28 July 1988, Med-Arbiter Rasidali C. Abdullah issued an order denying the motion of PHILIPPINE LINGERIE CORPORATION WORKERS UNION-ALAB for lack of merit. Said order was appealed to the Bureau of Labor Relations (BLR) which issued an Order on 16 November 1988, the dispositive portion of which declares:

WHEREFORE, premises considered, the Order dated 28 July 1988 is hereby affirmed. Accordingly, to ensure fairness to all the parties and in order to hasten the proceedings, let the election be conducted under the supervision of the Labor Organization Division, this Office, which is hereby directed to immediately set this case for pre-election conference.

SO ORDERED.[1]

PHILIPPINE LINGERIE WORKERS UNION-ALAB filed two (2) separate motions for reconsideration of the above order which were consolidated and treated in an Order dated 22 December 1988, the decretal portion of which reads:

WHEREFORE, premises considered, the twin motions for reconsideration are hereby deemed denied for lack of merit. Accordingly, let the pre-election conference preparatory to the certification election proceed without further delay.

No further motion of similar nature shall be hereafter entertained.

SO ORDERED.[2]

No further appeal of the above-quoted order was interposed, thus it became final and executory.

On 3 May 1989, a certification election was conducted with the votes of "supervisors and confidential" employees being challenged. Thus, the certification election showed the following results:

1.Philippine Lingerie Workers Union-ALAB- ----- -318 votes
 2.Buklod Ng Manggagawa Ng Philippine
 Lingerie Corporation- ----- 412 votes
 3.No Union - ----- 17 votes
 4.Challenged Supervisors/Confidential
 Employees- ----- 99 votes
 TOTAL VALID VOTES CAST- ----- -855 votes
 SPOILED BALLOTS- ----- -12 votes

PHILIPPINE LINGERIE WORKERS UNION-ALAB filed an election protest which was later formalized on 25 May 1989. In the meantime, on 9 May 1989, BUKLOD moved for the opening of the challenged ballots.

On 20 July 1989, the BLR, through its director Pura Ferrer-Calleja, issued an Order, the dispositive portion of which reads:

WHEREFORE, premises considered, the protest and challenged (sic) of the Alyansang Likha Ng Mga Anak Ng Bayan (ALAB) are hereby denied for lack of merit.

Accordingly, let the challenged votes of the supervisors and confidential employees be opened in the presence of the parties under the supervision of the Labor Organization Division (LOD) on 26 July 1989 at 9:00 A.M., Bureau of Labor Relations.

SO ORDERED.[3]

With the above-quoted order, the challenged votes were opened on 3 August 1989 and the results were as follows:

Philippine Lingerie Workers Union-ALAB- ----- 4 votes
 Buklod Ng Manggagawa Ng Phil. Lingerie Corp.- ----- 84 votes
 No Union- ----- 6 votes
 Spoiled- ----- 5 votes
 TOTAL VOTES CAST- ----- -99 votes

PHILIPPINE LINGERIE WORKERS UNION-ALAB filed a motion for reconsideration of the BLR's Order of 20 July 1989 which, however, was denied in an Order dated 22 August 1989, the pertinent portion of which states:

xxx xxx xxx

This time movant should now be convinced that the alleged supervisory and confidential employees are more rank-and-file employees.

As early as Resolution dated 16 November 1988, the Bureau had already ruled that the alleged supervisors are not managerial employees (rec. p. 154, First Folder). On motion for reconsideration the Bureau affirmed the

aforementioned Resolution in its Order dated 22 December 1988 (rec. p. 302. First Folder). And on 20 July 1989, when R.A. 6715 was already in full force and effect, the Bureau in resolving the protest of ALAB declared that the job descriptions of the alleged supervisors and confidential employees do not in any way suggest that they are indeed supervisors or managerial employees (rec. p. 39, Second Folder).

xxx

WHEREFORE, the motion for reconsideration is hereby denied and the Buklod Ng Manggagawa Ng Philippine Lingerie Corporation (now, Barbizon Philippines, Inc.) is hereby certified as the sole and exclusive bargaining representative of all the regular rank-and-file employees of Barbizon Philippines, Inc. (formerly Philippine Lingerie Corporation).

The management of Barbizon Philippines, Inc. is hereby directed to immediately start negotiating for a collective bargaining agreement (CBA) with the said union.

No further motion of any nature shall hereinafter be entertained by this Office.

SO ORDERED.[4]

Not satisfied with the aforequoted order, PHILIPPINE LINGERIE WORKERS UNION-ALAB appealed to the Secretary of Labor but on 26 September 1989, the same was withdrawn and a motion to dismiss appeal with prejudice was filed by the same union. There being no more obstacle to collective bargaining, petitioner negotiated with BUKLOD as the sole and exclusive bargaining representative.

A Collective Bargaining Agreement (CBA) was signed by petitioner and BUKLOD which was effective for five (5) years or until 18 November 1994.[5]

While the CBA was still in force, several employees organized themselves into the Nagkakaisang Supervisors Ng Barbizon Philippines, Inc. (NSBPI) and the Nagkakaisang Excluded Monthly Paid Employees Ng Barbizon, Philippines, Inc. (NEMPEBPI) allegedly because they were excluded from the coverage of the existing CBA between petitioner and BUKLOD.

Two (2) separate petitions for certification election were filed by NSBPI and NEMPEBPI. The petition of the former was raffled to Med-Arbiter Renato D. Parungo and the latter to Med-Arbiter Paterno D. Adap. Both cases were dismissed.[6]

NSBPI appealed to the Office of the Secretary of Labor. On 29 December 1992, public respondent Undersecretary Bienvenido Laguesma denied the same for lack of merit. NSBPI moved for reconsideration on 15 January 1993.

On 11 February 1993, the Office of the Secretary of Labor, through public respondent rendered the questioned Decision, the dispositive portion of which reads:

WHEREFORE the Motion for Reconsideration of Nagkakaisang Superbisor ng Barbizon Philippines, Inc. (NSBPI) and the appeal of Nagkakaisang Excluded Monthly Paid Employees ng Barbizon Philippines, Inc. (NEMPEBPI) are hereby granted and the Orders of this Office and the Med-Arbiter dated 29 December 1992 and 01 September 1992, respectively, are hereby SET ASIDE.

Accordingly, a new Order is hereby entered in the above-captioned cases directing the conduct of certification election among the subject employees excluded from the coverage of the bargaining unit of the existing CBA of rank and file employees aforesated, not otherwise excluded/disqualified by law. The choices are as follows:

1. Nagkakaisang Superbisor ng Barbizon Philippines, Inc. (NSBPI)
2. Nagkakaisang Excluded Monthly Paid Employees ng Barbizon Philippines, Inc. (NEMPEBPI); and,

3. No Union.

Let, therefore, the entire records of these consolidated cases be forwarded to the Regional Office of origin for the immediate conduct of certification election, subject to the usual pre-election conference.

SO ORDERED.[7]

Petitioner filed a motion for reconsideration but the same was denied.[8] A second motion for reconsideration was filed by petitioner but it was likewise denied, this time, with finality.[9] Undaunted, petitioner filed a third motion for reconsideration which was also denied for lack of merit.[10]

Hence, this petition wherein the following issues were raised:

A

THE RESPONDENT "SUPERVISORS" LOCAL UNION CANNOT FORM A SUPERVISORS UNION, WHEN THEIR MEMBERS ARE INCOMPATIBLY "RANK-AND-FILE EMPLOYEES"; MUCH LESS, CAN IT SEEK REPRESENTATION STATUS FOR SUPERVISORS, WHEN THE EMPLOYEES THEY WANT TO REPRESENT FOR COLLECTIVE BARGAINING PURPOSES BELONG IN THE "APPROPRIATE BARGAINING UNIT" OF RANK-AND-FILE EMPLOYEES ON THE "EMPLOYER WIDE UNIT", WHICH ALREADY HAS A CERTIFIED BARGAINING AGENT: BUKLOD NG MANGGAGAWA NG PHILIPPINE LINGERIE CORPORATION.

B

WORSE, SINCE THE MEMBERS OF THE RESPONDENT LOCAL UNION BELONG TO THE APPROPRIATE BARGAINING UNIT OF RANK-AND-FILE EMPLOYEES, THE EXISTING COLLECTIVE BARGAINING AGREEMENT WHICH COVERS THEM, IS (A) "BAR" TO ITS CERTIFICATION ELECTION PETITION.[11]

Barbizon Philippines, Inc. alleges that this petition only assails the resolution of the public respondent regarding NSBPI and does not include the NEMPEBPI, the union of the excluded monthly paid employees because the separate motion for reconsideration it filed in connection with the latter has not yet been resolved by the NLRC.

On 8 February 1994, this Court issued a temporary restraining order, enjoining the Bureau of Labor Relations from setting the pre-election conference in Case No. OS-MA-A-215-92-93 entitled "In Re: Petition for Certification Election among the Supervisory Employees of Barbizon Philippines, Inc., Nagkakaisang Supervisor Ng Barbizon Philippines, Inc.-OBRERO" and from conducting further proceedings in the aforesaid cases.[12]

During the pendency of the petition, the CBA expired. However, no other agreement between the parties was made known to this Court, thus, in accordance with Article XX of the CBA, it continues to be in force and shall govern the relations between the parties thereto.[13]

We find no merit in the petition.

Petitioner maintains its stance that the petition for certification election filed by the Nagkakaisang Supervisor ng Barbizon Philippines, Inc. - NAFLU (NSBPI) must necessarily fail because the employees designated as "supervisors" cannot legally form a supervisors' union by virtue of the BLR's final decision dated 22 August 1989 declaring the abovementioned employees mere rank and file workers. Being part of the rank and file, petitioner avers that said employees belong to the "employer wide unit," which is the appropriate bargaining unit of all its rank and file employees and which is represented by the Buklod ng Manggagawa ng Philippine Lingerie Corporation (BUKLOD) as the sole certified bargaining agent.

Petitioner further asserts that the Undersecretary of Labor committed grave abuse of discretion in granting NSBPI's petition for certification election as this was tantamount to an unjustifiable reversal of the BLR's final

ruling that the subject employees are not supervisory employees, but merely rank and file, due to the nature of their duties and functions.

Petitioner's reasoning is flawed, proceeding as it does from the wrong premise. Petitioner obstinately believes that NSBPI's petition for certification election was granted because the employees carrying the appellation "supervisor" were deemed supervisory employees. The status of the subject employees, however, is not the issue in the case at bar. Their status as "supervisors" is not in dispute. The aforestated decision of the BLR dated 22 August 1989 has settled with finality that said employees are merely rank and file and this fact has been accepted by the petitioning union NSBPI.[14] NSBPI's petition for certification election was granted because the subject employees, including petitioner's monthly paid employees, were expressly excluded from the bargaining unit and from the coverage of the CBA executed between petitioner and BUKLOD, as clearly stated therein.[15] This is the real reason behind the certification election in question. Unfortunately, this was not successfully debunked by petitioner, which chose to focus, albeit erroneously, on the status of the subject employees.

The exclusion of petitioner's "supervisors" from the bargaining unit of the rank-and-file employees indiscriminately curtailed the right of these employees to self-organization and representation for purposes of collective bargaining, a right explicitly mandated by our labor laws[16] and "accorded the highest consideration." [17] In the recent case of *Golden Farms, Inc. v. Secretary of Labor*, [18] we aptly declared:

In the case at bench, the evidence established that the monthly paid rank-and-file employees of petitioner primarily perform administrative or clerical work. In contradistinction, the petitioner's daily paid rank-and-file employees mainly work in the cultivation of bananas in the fields. It is crystal clear the monthly paid rank-and-file employees of petitioner have very little in common with its daily paid rank-and-file employees in terms of duties and obligations, working conditions, salary rates, and skills. To be sure, the said monthly paid rank-and-file employees have even been excluded from the bargaining unit of the daily paid rank-and-file employees. This dissimilarity of interests warrants the formation of a separate and distinct bargaining unit for the monthly paid rank-and-file employees of the petitioner. To rule otherwise would deny this distinct class of employees the right to self-organization for purposes of collective bargaining. Without the shield of an organization, it will also expose them to the exploitations of management. x x x (Underscoring ours.)

In the case at bar, BUKLOD cannot successfully act as the bargaining agent of and duly represent petitioner's "supervisor" employees since the latter were expressly excluded from the appropriate bargaining unit.

Petitioner's reliance on the case of *Pagkakaisa ng mga Manggagawa sa Triumph Int'l.-United Lumber and General Workers of the Phils. v. Ferrer-Calleja* [19] is misplaced. The aforesaid case upholds the "one union-one company" policy, thus:

Once again, we enunciate that the proliferation of unions in an employer unit is discouraged as a matter of policy unless compelling reasons exist which deny a certain and distinct class of employees the right to self-organization for purpose of collective bargaining. (See *General Rubber & Footwear Corporation v. Bureau of Labor Relations*, 155 SCRA 283 [1987].) [20] (Underscoring ours.)

As clearly indicated in the aforequoted decision, the "one union - one company" rule is not without exception. The exclusion of the subject employees from the rank-and-file bargaining unit and the CBA is definitely a "compelling reason" for it completely deprived them of the chance to bargain collectively with petitioner and are thus left with no recourse but to group themselves into a separate and distinct bargaining unit and form their own organization. The rationale behind the exception to the aforementioned policy is further elucidated in *Knitjoy Manufacturing, Inc. v. Ferrer-Calleja*: [21]

1. The suggested bias of the Labor Code in favor of the one company-one union policy, anchored on the greater mutual benefits which the parties could derive, especially in the case of employees whose bargaining

strength could undeniably be enhanced by their unity and solidarity but diminished by their disunity, division and dissension, is not without exceptions.

xxx.

The usual exception, of course, is where the employer unit has to give way to the other units like the craft unit, plant unit, or a subdivision thereof; the recognition of these exceptions takes into account the policy to assure employees of the fullest freedom in exercising their rights. Otherwise stated, the one company-one union policy must yield to the right of the employees to form unions or associations for purposes not contrary to law, to self-organization and to enter into collective bargaining negotiations, among others, which the Constitution guarantees. (Underscoring ours.)

The receipt by petitioner's "supervisor" employees of certain benefits under the CBA between BUKLOD and petitioner is not sufficient to deny the petition for certification election filed by the labor organization formed by the excluded employees. It is not equivalent to and does not compensate for the denial of the right of the excluded employees to self-organization and collective bargaining. We concur with the findings of the Undersecretary of Labor, thus:

It is not disputed that the members of both petitioning unions NSBPI and NEMPEBPI are excluded from the coverage of the existing CBA entered into between the respondent BPI and Buklod ng mga Manggagawa ng Barbizon Philippines, Inc. (BUKLOD) (pp. 84-85, folder II, records). Thus, respondent BPI being privy to the said exclusion has to accept the inescapable consequences of its act of depriving the excluded employees of their right to self-organization for the purpose of collective bargaining. We find immaterial and irrelevant the allegation of hereby respondent BPI to the effect that the benefit being enjoyed by the rank and file employees covered by the existing CBA are extended/accorded to the excluded employees. Indeed, what is crucial and of paramount consideration is the fact that the excluded rank and file employees are afforded the right to bargain collectively.

The Supreme Court in the cases of General Rubber and Footwear Corporation vs. Bureau of Labor Relations, et al., G.R. No. 74262, October 29, 1987; and Manila Bay Spinning Mills, J and P Coats, Manila Bay, Inc. vs. Hon. Pura Ferrer-Calleja, G. R. No. 80910, August 1, 1988, ruled that the employees excluded from the coverage of the CBA, who not being excluded by law, have the right to bargain collectively. Further, the Supreme Court aptly stated that:

The allegation that some benefits under the existing CBA were extended to the monthly paid employees, even if true will not preclude them from entering into a CBA of their own. Neither is the inconvenience that may befall petitioner for having to administer two CBAs an excuse for depriving the monthly paid employees of their constitutionally guaranteed right to collective bargaining. (Underscoring supplied.)[22]

The petition for certification election cannot likewise be deterred by the "contract-bar rule,"[23] which finds no application in the present case. The petitioning union NSBPI is not questioning the majority status of Buklod as the incumbent bargaining agent of petitioner's rank and file employees. The petition for certification election is addressed to a separate bargaining unit--the excluded employees of petitioner. We agree with the ruling of the Undersecretary of Labor, thus:

Certainly, one who has been instrumental in the denial of a right otherwise enjoyable by a rank and file, as in membership in its appropriate bargaining unit, cannot now say that he ought to be included in the existing bargaining unit of the rank and file just because that "rank and file" employee is now seeking representation for himself as well as those who like him were specifically excluded from the coverage of the CBA. A rank and file employee, irrespective of his job designation and in whatever form his wages are paid has the unbridled right to the exercise of self-organization. This right cannot, like a chattel, be compromised in the bargaining table so as to deprive him of the same in violation of the constitutional mandate. In this wise, the claim as to the applicability of the contract bar doctrine could have not gained ground. A contract bar applies in a situation

where the petition is directed towards one and the same bargaining unit. This does not appear to be so in the case considering the built-in-limitation in the CBA excluding the workers sought to be represented by herein petitioner from its coverage, albeit, their being admittedly rank and file employees. On the same line of reasoning, neither would the substantial mutual interest test hold. So too, is the claim against union turncoatism. In the latter case, the emergence thereof is farfetched considering the defined boundaries of the bargaining units concerned. Let it be stressed, that the certification election as ordered would only affect those rank and file employees who are excluded from the coverage of the existing CBA. Those who are already represented in the existing collective bargaining agreement may rest secured in the bargaining unit that considers them as members of its family.[24] (Underscoring ours.)

The right to self organization and collective bargaining is an integral part of the protection to labor provision embodied in our Constitution, the essence of which is aptly expressed in *Tropical Hut Employees' Union-CGW v. Tropical Hut Food Market, Inc.*:[25]

All employees enjoy the right to self-organization and to form and join labor organizations of their own choosing for the purpose of collective bargaining and to engage in concerted activities for their mutual aid or protection. This is a fundamental right of labor that derives its existence from the Constitution. In interpreting the protection to labor and social justice provisions of the Constitution and the labor laws or rules or regulations, we have always adopted the liberal approach which favors the exercise of labor rights.

Finally, we take this opportunity to reiterate the standing rule that a certification election is the sole concern of the workers, hence, an employer lacks the personality to dispute the same. In *Golden Farms, Inc. v. Secretary of Labor*,[26] we held:

Finally, we note that it was petitioner company that filed the motion to dismiss the petition for election. The general rule is that an employer has no standing to question a certification election since this is the sole concern of the workers. Law and policy demand that employers take a strict, hands-off stance in certification elections. The bargaining representative of employees should be chosen free from any extraneous influence of management. A labor bargaining representative, to be effective, must owe its loyalty to the employees alone and to no other.

WHEREFORE, premises considered, the petition for certiorari is DISMISSED and the Temporary Restraining Order issued on 8 February 1994 is hereby LIFTED.

SO ORDERED.

Padilla, (Chairman), Bellosillo, Vitug, and Hermosissima, Jr., JJ., concur.

[1] Records, p. 580.

[2] *Id.*, at 37-38.

[3] *Id.*, at 175.

[4] *Id.*, at 171-175.

[5] Article XX of the CBA provides:

This AGREEMENT shall take effect on November 18, 1989 until November 18, 1992 as to the wages and other economic benefits/provisions, and until November 18, 1994 as to the union recognition and other non-economic or political provisions, and shall continue in full force and effect until a renewal or extension AGREEMENT is signed by the parties. *Id.*, p. 230.

[6] *Id.*, at 61-64; 200-205.

[7] Rollo, pp. 38-45.

[8] Id., at 46-47.

[9] Id., at 48-51.

[10] Id., at 52-56.

[11] Id., at 17-18.

[12] Id., at 63-68.

[13] Supra, see note 5.

[14] In its comment to the petition, NSBPI stated thus:

The Undersecretary of Labor consolidated the petitions for certification election separately filed by respondent NSBPI and NEMPEBPI into one.

The consolidation was apparently made for the reason that the said petitions involved the same issues as well as the same employer.

Moreover, the Undersecretary of Labor treated the members of NSBPI simply as rank-and-file employees and not as Supervisory employees pursuant to a previous ruling made by the BLR. This is evidently the reason why the certification election ordered by respondent Underscretary called for three choices, namely:

1. NSBPI
2. NEMPEBPI
3. No choices.

It must be remembered that the members of the NSBPI and NEMPEBPI share one thing in common aside from being rank and file employees, they are all excluded from the scope of the existing CBA in the company.

Private respondent NSBPI has no quarrel with the said Decision, thus, it did not anymore appeal the same.

All the noise made by petitioner about the members of private respondent being rank-and-file employees is thus moot and academic since private respondent no longer insists on the supervisory status of its members. (Rollo, p. 92; underscoring ours.)

[15] ARTICLE 1

RECOGNITION AND BARGAINING UNIT

SECTION 1. The COMPANY hereby recognizes the UNION as the sole and exclusive bargaining representative of all the employees within the bargaining unit as hereinafter defined, with respect to rate, wages, hours of work and other terms and conditions of employment. Accordingly, the COMPANY agrees to deal with the duly authorized officers and/or representatives of the UNION on all matters covered by the terms of this Agreement.

SECTION 2. The bargaining unit covered by this AGREEMENT shall consist of all regular rank-and-file employees and workers of the COMPANY at the production area presently working or hereinafter to be employed by the COMPANY at its present address, but shall not include such managerial employees as defined in the Labor Code and those specifically excluded hereinbelow. The Agreement shall cover only members of the bargaining unit which shall be maintained for the duration or extension thereof.

SECTION 3. ADDITIONAL EXEMPTIONS. The following are specifically excluded from this Agreement:

- a) Managers and Assistant Managers;
- b) Department Heads or Assistant Department Heads;
- c) Chief Accountant; accounting, those involved in handling of Company books of account or financial records; administrative, personnel, and office employees;
- d) Licensed Security Guards/Company guards;
- e) Casual/Temporary/Probationary employees;
- f) Contractual/Apprentices and trainees;
- g) Confidential employees such as Managerial Secretaries, Secretary of the Company President, Secretary of the Company General Manager, Secretary of the Human Resource Manager, the employee handling the 201 or Personnel Files, telephone operators, accounting clerks, Internal audit employees, production analysts, time keeper, and breakdown and time study personnel, and company drivers and the driver of the General Manager;
- h) Doctors, Nurses, and Clinic employees;
- i) Engineers, Production Engineers, Supervisors; those in-charge of issues to contractors or warehouses and their assistants, and such others whose job descriptions qualify them as managerial employees under the Labor Code. A list of the identified excluded positions is attached hereto and made part hereof as Annex "A".
- j) And such others who upon signing of this Agreement and thereafter do not desire to be members of the Union and/or of the bargaining unit provided that agency fees shall be paid by those qualified to join but opt to be excluded nonetheless. (Original Records, p. 70.)

"ANNEX A"

General Manager Mechanics
Executive Secretary GTEB Representative
AOL Manager Executive Driver
PPMC Manager Asst. Work Issue Manager
Q.C. Manager Custom Representative
Production Manager Export Clerk
Traffic Manager Accounting Clerk
Import/Export Manager Co. Nurse
Audit Manager Secretary
Chief Accountant HRD Clerk
HRD Manager PPC Clerk
Finishing Head Messenger Clerk
Chief Mechanic Production Analyst
Cutting Manager Production Clerk
Work Issue Manager Purchasing Clerk
Sewing Manager Timekeeper
Engineering Manager Driver
General Accountant Utilitywoman
Batangas Plant Supervisor Store Helper
Accounting Supervisor Grocery Helper
Project Engineer HRD Assistant

O.B. Manager Sr. Bookkeeper
Cost Engineer Sr. Accounting Clerk
Asst. Quality Control Manager Purchaser
Group Supervisor Sub-Contractor
Production Engineer Coordinator
Internal Audit Assistant HE/Machine Embroiderer
HRD Supervisor Coordinator
Quality Control Inspector Supervisors
Sr. Production Analyst Scheduler
Engineering Technician
(Original Records, p. 622; Underscoring ours.)

[16] The Labor Code stipulates:

ART. 246. Non-abridgment of right to self-organization.--It shall be unlawful for any person to restrain, coerce, discriminate against or unduly interfere with employees and workers in their exercise of the right to self-organization. Such right shall include the right to form, join, or assist labor organizations for the purpose of collective bargaining through representatives of their own choosing and to engage in lawful concerted activities for the same purpose or for their mutual aid and protection, subject to the provisions of Article 64 of this Code.

[17] *Central Negros Electric Cooperative, Inc. v. Secretary of Labor*, 201 SCRA 584 (1991).

[18] 234 SCRA 517 (1994).

[19] 181 SCRA 119 (1990).

[20] *Id.*, at 128-129.

[21] 214 SCRA 174 (1992). See also *General Rubber and Footwear Corporation v. Bureau of Labor Relations*, 155 SCRA 283 (1987).

[22] *Rollo*, pp. 50-51.

[23] Art. 253-A of the Labor Code states:

ART. 253-A. Terms of a collective bargaining agreement.--Any Collective Bargaining Agreement that the parties may enter into shall, insofar as the representation aspect is concerned, be for a term of five (5) years. No petition questioning the majority status of the incumbent bargaining agent shall be entertained and no certification election shall be conducted by the Department of Labor and Employment outside of the sixty-day period immediately before the date of expiry of such five year term of the Collective Bargaining Agreement. All other provisions of the Collective Bargaining Agreement shall be renegotiated not later than three (3) years after its execution. Any agreement on such other provisions of the Collective Bargaining Agreement entered into within six (6) months from the date of expiry of the term of such other provisions as fixed in such Collective Bargaining Agreement, shall retroact to the day immediately following such date. If any such agreement is entered into beyond six months, the parties shall agree on the duration of retroactivity thereof. In case of a deadlock in the renegotiation of the collective bargaining agreement, the parties may exercise their rights under this Code.

Book V, Rule V, Sec. 3 of the Implementing Rules and Regulations of the Labor Code in turn provides:

Sec. 3. When to file.-- In the absence of a collective bargaining agreement duly registered in accordance with Article 231 of the Code, a petition for certification election may be filed at any time. However, no certification

election may be held within one year from the date of issuance of a final certification election result. Neither may a representation question be entertained if, before the filing of a petition for certification election, a bargaining deadlock to which an incumbent or certified bargaining agent is a party had been submitted to conciliation or arbitration or had become the subject of a valid notice of strike or lockout.

If a collective bargaining agreement has been duly registered in accordance with Article 231 of the Code, a petition for certification election or a motion for intervention can only be entertained within sixty (60) days prior to the expiry date of such agreement.

[24] Rollo, pp. 50-51.

[25] 181 SCRA 173 (1990). See also, *Adamson & Adamson, Inc. v. CIR*, 126 SCRA 268 (1984).

[26] *Supra*, see Note. 5.

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