394 Phil. 936

FIRST DIVISION

[G.R. No. 141471, September 18, 2000]

COLEGIO DE SAN JUAN DE LETRAN, PETITIONER, VS. ASSOCIATION OF EMPLOYEES AND FACULTY OF LETRAN AND ELEONOR AMBAS, RESPONDENTS.

D E C I S I O N

KAPUNAN, J.:

This is a petition for review on *certiorari* seeking the reversal of the Decision of the Court of Appeals, promulgated on 9 August 1999, dismissing the petition filed by Colegio de San Juan de Letran (hereinafter, "petitioner") and affirming the Order of the Secretary of Labor, dated December 2, 1996, finding the petitioner guilty of unfair labor practice on two (2) counts.

The facts, as found by the Secretary of Labor and affirmed by the Court of Appeals, are as follows:

> "On December 1992, Salvador Abtria, then President of respondent union, Association of Employees and Faculty of Letran, initiated the renegotiation of its Collective Bargaining Agreement with petitioner Colegio de San Juan de Letran for the last two (2) years of the CBA's five (5) year lifetime from 1989-1994. On the same year, the union elected a new set of officers wherein private respondent Eleanor Ambas emerged as the newly elected President (Secretary of Labor and Employment's Order dated December 2, 1996, p. 12).
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> Ambas wanted to continue the renegotiation of the CBA but petitioner, through Fr. Edwin Lao, claimed that the CBA was already prepared for signing by the parties. The parties submitted the disputed CBA to a referendum by the union members, who eventually rejected the said CBA (Ibid, p. 2).
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> Petitioner accused the union officers of bargaining in bad faith before the National Labor Relations Commission (NLRC). Labor Arbiter Edgardo M. Madriaga decided in favor of petitioner. However, the Labor Arbiter's decision was reversed on appeal before the NLRC (Ibid, p. 2).
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> On January 1996, the union notified the National Conciliation and Mediation Board (NCMB) of its intention to strike on the grounds (sic) of petitioner's: non-compliance with the NLRC (1) order to delete the name of Atty. Federico Leynes as the union's legal counsel; and (2) refusal to bargain (Ibid, p. 1).
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> On January 18, 1996, the parties agreed to disregard the unsigned CBA and to start negotiation on a new five-year CBA starting 1994-1999. On

> February 7, 1996, the union submitted its proposals to petitioner, which notified the union six days later or on February 13, 1996 that the same had been submitted to its Board of Trustees. In the meantime, Ambas was informed through a letter dated February 15, 1996 from her superior that her work schedule was being changed from Monday to Friday to Tuesday to Saturday. Ambas protested and requested management to submit the issue to a grievance machinery under the old CBA (Ibid, p. 2-3).
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> Due to petitioner's inaction, the union filed a notice of strike on March 13, 1996. The parties met on March 27, 1996 before the NCMB to discuss the ground rules for the negotiation. On March 29, 1996, the union received petitioner's letter dismissing Ambas for alleged insubordination. Hence, the union amended its notice of strike to include Ambas' dismissal. (Ibid, p. 2-3).
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> On April 20, 1996, both parties again discussed the ground rules for the CBA renegotiation. However, petitioner stopped the negotiations after it purportedly received information that a new group of employees had filed a petition for certification election (Ibid, p. 3).
>
> On June 18, 1996, the union finally struck. On July 2, 1996, public respondent the Secretary of Labor and Employment assumed jurisdiction and ordered all striking employees including the union president to return to work and for petitioner to accept them back under the same terms and conditions before the actual strike. Petitioner readmitted the striking members except Ambas. The parties then submitted their pleadings including their position papers which were filed on July 17, 1996 (Ibid, pp. 2-3).
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> On December 2, 1996, public respondent issued an order declaring petitioner guilty of unfair labor practice on two counts and directing the reinstatement of private respondent Ambas with backwages. Petitioner filed a motion for reconsideration which was denied in an Order dated May 29, 1997 (Petition, pp. 8-9)."[1]

Having been denied its motion for reconsideration, petitioner sought a review of the order of the Secretary of Labor and Employment before the Court of Appeals. The appellate court dismissed the petition and affirmed the findings of the Secretary of Labor and Employment. The dispositive portion of the decision of the Court of Appeals sets forth:

> WHEREFORE, foregoing premises considered, this Petition is DISMISSED, for being without merit in fact and in law.
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> With cost to petitioner.
>
> SO ORDERED.[2]

Hence, petitioner comes to this Court for redress.

Petitioner ascribes the following errors to the Court of Appeals:

I

> THE HONORABLE COURT OF APPEALS ERRED AND ACTED WITH GRAVE ABUSE OF DISCRETION IN AFFIRMING THE RULING OF THE SECRETARY OF LABOR AND EMPLOYMENT WHICH DECLARES PETITIONER LETRAN GUILTY OF REFUSAL TO BARGAIN (UNFAIR LABOR PRACTICE) FOR SUSPENDING THE COLLECTIVE BARGAINING NEGOTIATIONS WITH RESPONDENT AEFL, DESPITE THE FACT THAT THE SUSPENSION OF THE NEGOTIATIONS WAS BROUGHT ABOUT BY THE FILING OF A PETITION FOR CERTIFICATION ELECTION BY A RIVAL UNION WHO CLAIMED TO COMMAND THE MAJORITY OF THE EMPLOYEES WITHIN THE BARGAINING UNIT.

II

> THE HONORABLE COURT OF APPEALS ERRED AND ACTED WITH GRAVE ABUSE OF DISCRETION IN AFFIRMING THE RULING OF THE SECRETARY OF LABOR AND EMPLOYMENT WHICH DECLARES PETITIONER LETRAN GUILTY OF UNFAIR LABOR PRACTICE FOR DISMISSING RESPONDENT AMBAS, DESPITE THE FACT THAT HER DISMISSAL WAS CAUSED BY HER INSUBORDINATE ATTITUDE, SPECIFICALLY, HER REFUSAL TO FOLLOW THE PRESCRIBED WORK SCHEDULE.[3]

The twin questions of law before this Court are the following: (1) whether petitioner is guilty of unfair labor practice by refusing to bargain with the union when it unilaterally suspended the ongoing negotiations for a new Collective Bargaining Agreement (CBA) upon mere information that a petition for certification has been filed by another legitimate labor organization? (2) whether the termination of the union president amounts to an interference of the employees' right to self-organization?

The petition is without merit.

After a thorough review of the records of the case, this Court finds that petitioner has not shown any compelling reason sufficient to overturn the ruling of the Court of Appeals affirming the findings of the Secretary of Labor and Employment. It is axiomatic that the findings of fact of the Court of Appeals are conclusive and binding on the Supreme Court and will not be reviewed or disturbed on appeal. In this case, the petitioner failed to show any extraordinary circumstance justifying a departure from this established doctrine.

As regards the first issue, Article 252 of the Labor Code defines the meaning of the phrase "duty to bargain collectively," as follows:

> Art. 252. Meaning of duty to bargain collectively. - The duty to bargain collectively means the performance of a mutual obligation to meet and convene promptly and expeditiously in good faith for the purpose of negotiating an agreement with respect to wages, hours of work and all other terms and conditions of employment including proposals for adjusting any grievances or questions arising under such agreement and executing a contract incorporating such agreements if requested by

> either party but such duty does not compel any party to agree to a proposal or to make any concession.

Noteworthy in the above definition is the requirement on both parties of the performance of the mutual obligation to meet and convene promptly and expeditiously in good faith for the purpose of negotiating an agreement. Undoubtedly, respondent Association of Employees and Faculty of Letran (AEFL) (hereinafter, "union") lived up to this requisite when it presented its proposals for the CBA to petitioner on February 7, 1996. On the other hand, petitioner devised ways and means in order to prevent the negotiation.

Petitioner's utter lack of interest in bargaining with the union is obvious in its failure to make a timely reply to the proposals presented by the latter. More than a month after the proposals were submitted by the union, petitioner still had not made any counter-proposals. This inaction on the part of petitioner prompted the union to file its second notice of strike on March 13, 1996. Petitioner could only offer a feeble explanation that the Board of Trustees had not yet convened to discuss the matter as its excuse for failing to file its reply. This is a clear violation of Article 250 of the Labor Code governing the procedure in collective bargaining, to wit:

> Art. 250. Procedure in collective bargaining. - The following procedures shall be observed in collective bargaining:
>
> (a) When a party desires to negotiate an agreement, it shall serve a written notice upon the other party with a statement of its proposals. The other party shall make a reply thereto not later than ten (10) calendar days from receipt of such notice.[4]

x x x

As we have held in the case of *Kiok Loy vs. NLRC*,[5] the company's refusal to make counter-proposal to the union's proposed CBA is an indication of its bad faith. Where the employer did not even bother to submit an answer to the bargaining proposals of the union, there is a clear evasion of the duty to bargain collectively.[6] In the case at bar, petitioner's actuation show a lack of sincere desire to negotiate rendering it guilty of unfair labor practice.

Moreover, the series of events that transpired after the filing of the first notice of strike in January 1996 show petitioner's resort to delaying tactics to ensure that negotiation would not push through. Thus, on February 15, 1996, or barely a few days after the union proposals for the new CBA were submitted, the union president was informed by her superior that her work schedule was being changed from Mondays to Fridays to Tuesdays to Saturdays. A request from the union president that the issue be submitted to a grievance machinery was subsequently denied. Thereafter, the petitioner and the union met on March 27, 1996 to discuss the ground rules for negotiation. However, just two days later, or on March 29, 1996, petitioner dismissed the union president for alleged insubordination. In its final attempt to thwart the bargaining process, petitioner suspended the negotiation on the ground that it allegedly received information that a new group of employees called the Association of Concerned Employees of Colegio (ACEC) had filed a petition for certification election. Clearly, petitioner tried to evade its duty to bargain collectively.