

The Scope of the Duty to Bargain Collectively

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The policy of the law regarding collective bargaining centers in the reduction of the disparity in power between the employer and the employee. In effect, the resulting policy of equalization protects not only the rights of the employee but also that of the employer. As a necessary consequence, such reaffirms the prime principle of interdependency between labor and capital.

This Note looks at the scope of the duties of both the employer and the employee in bargaining collectively. Beginning with an examination of the Industrial Peace Act as the reference for further discussions on the matter, the Note subsequently defines a collective bargaining agreement. It provides for a distinction of the effects of the existence of such an agreement, on the one hand, and its non-existence, on the other. Subsequently, the standards for such an agreement are enumerated, namely, that of mutuality, promptness, good faith, freedom of agreement and the observance of its form and termination.

Under the examination of the duty to bargain, the Note analyzes the need for bargaining as well as the legal policy giving it significance. The bargaining agents as well as their authority and selection are subsequently provided, followed by a determination of the subject matter of every collective bargaining agreement.

From the foregoing discussion, the Note concludes that the obligation to bargain collectively, although considered a mutual undertaking by both the employer and the employee, necessitates still conformity with the requirements and conditions imposed by the law in order to be valid.