

Title: ****United Seamen's Union of the Philippines vs. Davao Shipowners Association****

Facts:

The United Seamen's Union of the Philippines (USUP) presented demands to the Davao Shipowners Association representing various shipping companies on August 4, 1959, covering union recognition, security, and benefits. In response, the Shipowners pointed to an existing collective bargaining agreement (CBA) with the Davao Marine Association, valid till the end of 1959, thus suggesting USUP first attains certification as the collective bargaining agent. Before receiving the Shipowners' reply, USUP had already filed a notice of strike against the individual shipowners with the Department of Labor's Davao City Regional Office. A covenant was eventually reached on August 20, 1959, between USUP, Shipowners, and the Association, agreeing to various commitments including USUP withdrawing the strike notice and respecting the existing CBA between Shipowners and the Association. USUP agreed to file a petition for a certification election to determine union representation of the Shipowners' workers. However, 64 USUP members were served termination notices for various reasons by the respondent shipping companies, leading USUP to announce a strike set for January 1, 1960. This led to a series of legal actions resulting in a joint hearing of a petition for injunction by the Shipowners and an unfair labor practice case filed by USUP, which was ultimately decided on October 31, 1960, with dismissal of USUP's complaint for unfair labor practice and declaring the strike illegal.

Issues:

1. Whether the Court of Industrial Relations (CIR) gravely abused its discretion in declaring the strike staged by the members of the USUP unjustified and illegal.
2. Whether the acts of termination by the respondent Shipowners constituted a violation of the covenant agreed upon between USUP, the Association, and the Shipowners.
3. The legality of the means employed in carrying out the strike by USUP members.

Court's Decision:

The Supreme Court upheld the decision of the CIR, finding no grave abuse of discretion. The Court reasoned that the strike was the culmination of USUP's efforts to compel recognition as the sole bargaining agent, in disregard of the existing CBA with the Association. It found the terminations by the Shipowners justified for legitimate business reasons and concluded that the strike violated the agreed status quo, failing to utilize the grievance mechanisms outlined in the CBA. The Court further found the strike illegal due to the illegitimate means employed, including violence and intimidation.

Doctrine:

1. Strikes held in violation of collective bargaining agreements, especially those containing conclusive arbitration clauses, are illegal.
2. The legality of a strike depends on the purpose for which it is maintained and the means employed in carrying it out. A strike cannot be justified if it employs violence, coercion, or intimidation.

Class Notes:

- Importance of respecting collective bargaining agreements and utilizing grievance procedures.
- Legal grounds for terminating employment, including legitimate business reasons.
- Criteria for the legality of strikes: purpose and means.
- Actions contravening collective bargaining agreements can lead to the illegal status of strikes.

Historical Background:

The case represents a key moment in Philippine labor history, illustrating the tensions between labor union rights and employer obligations under collective bargaining agreements. It underscores the importance of following legal procedures for labor disputes and the consequences of bypassing agreed mechanisms for resolving such conflicts.