

PAGKAKAISANG ITINATAGUYOD NG MGA MANGGAGAWA SA ANG TIBAY (PIMA), ELISEO SAMSON, ET AL., PETITIONERS, VS. ANG TIBAY, INCORPORATED, PRUDENCIO TEODORO AND COURT OF INDUSTRIAL RELAT...

G.R. No. L-22273. May 16, 1967

Ponente: REYES, J. B. L., J.

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REYES, J. B. L., J.:

This is a petition filed by the "Pagkakaisang Itinataguyod Ng Mga Manggagawa sa Ang Tibay", hereafter referred to as the Union, and some of its members, for a review of the resolution of the Court of Industrial Relations in banc (in CIR Case No. 1512 -ULP), declar-ing as illegal the strike staged by the petitioners on November 14, 1957, and dismissing their complaint for unfair labor practice against the Ang Tibay, Incorporated, to be referred hereafter as the Company, and its Assistant General Manager.

Petitioners, as complainants in CIR Case No. 1512 -ULP, charged the Company and its Assistant General Manager of unfair labor prac-tices allegedly committed as follows:

"4. That on June 26, 1956 complainant sent a letter addressed to the respondent company for the renewal of a collective bargaining agreement, entered into by and between the complainant union and the respondent company on August 6, 1955, and for the enforcement of Article III, Section 3 of the said collective bargaining agreement, to wit:

'The Company further agrees to give increase of P0.05 per hour to those regular hourly workers, who may not have been converted to piece work as agreed in the next preceding paragraph, effective August 5, 1955.'

"5. That respondents, after the receipt of the above letter, paid all the workers the P0.05 increase except Jesus Guevarra, a member of complainant union, who was not fully paid;

"6. That on or about September 6, 1957, complainant sent a letter asking the respondent company among other things to pay Jesus Guevarra the full amount of his increase, which the respondents did on September 12, 1957, but dismissed him on the same date;

"7. That after the union requested the respondent company to pay Eliseo Samson, Armando Jacinto, Cornelio Jose, Rafael Martin, Pampilo Alcantara, and Baldomero Resurreccion, their vacation leave in accordance with the said collective bargaining agreement of August 6, 1955, the said respondent company stopped its operation in the slipper department on March 16, 1957, which put all the abovementioned workers, except Armando Jacinto, out of work;

"8. That on or about June 10, 1957, the respondent company summarily dismissed Asuncion Ablaza, for be-ing the secretary and an active member of the complainant union;

"9. That, finally, in a letter dated September 6, 1957 the complainant made a last effort to effect satisfactory settlement of all pending differences between the parties, and due to the action taken by the respond-ents and

their answer dated September 12, 1957, the complainant filed a notice of strike on September 20, 1957, x x x;

"10. That the parties failed to settle satisfactorily all the issues even after the complainant acceded to the proposals of the Management for the reinstatement of Jesus Guevarra, which proposal was subsequently dishonored, and the payment of satisfactory separation pay to all others, and subsequently, the complainant was constrained to strike on November 14, 1957;

"11. That in the afternoon of November 15, 1957, complainant union and respondent company finally agreed to a settlement of all their differences including the return to work on November 18, 1957 of all the strikers, x x x;

"12. That on November 18, 1957, when the said strikers reported for work, the respondents refused to readmit them, unless they apologize for the strike and to admit that the strike was wrong, which the strikers refused to do; and

"13. That from the foregoing, the respondents did engage in and are hereby engaging in unfair labor practices within the meaning of Section 4(a), sub-paragraphs (1), (4) and (6) in relation with Section 15 of Republic Act No. 875."

Respondents, in their separate answers, denied the allegations of the complaint and contended that the 5 slipper-makers named in the complaint were hired not by the Company, but by an independent contractor; that the dismissals of Guevarra and Ablaza were justified, and that the strike staged by the complainant was illegal.

After due hearing, the Industrial Court rendered a decision finding that the dismissal of Jesus Guevarra and Asuncion Ablaza were justified and were not motivated by their union activities; and the same could be said of the refusal to grant vacation and sick leave to the 5 extra slipper-makers; that the declaration of the strike on November 14, 1957 was unjustified and illegal, since the parties were at the time practically agreed on the terms suggested by the conciliator, and the employer had virtually conceded the demands of the strikers, and that the strike was staged in violation of the collective bargaining agreement, without following the Grievance Machinery therein provided. The decision also found that the respondent employer had taken back the strikers, excepting only those who refused to sign a pledge not to damage company property and not to go after those union members who did not join the strike. And, finding that the charges of unfair labor practice had not been proved, the Court of Industrial Relations in banc concluded that it could only dismiss the complaint and had no jurisdiction to order the reinstatement of the complainant strikers. Hence, the latter, through the Union, instituted the present appeal.

The issue now being stressed by petitioner, that the strike was precipitated by the violation by the Company of the provision of the collective bargaining agreement against summary dismissal is actually a change of theory in the Court below.

It must be remembered that the action instituted by petitioners in the lower court was for unfair labor practices against the employer; the proceedings therein must have been conducted pursuant to Section 5, paragraphs (b), (c), and (d) of Republic 875; and that, after hearing, judgment was rendered by the trial Judge and later by the court in banc to the effect that the complaint was not proved. Properly, therefore, the issue in this case should hinge on the correctness of the ruling of the lower court exonerating the Company from the charges of unfair labor practice. In this connection, even assuming, as petitioners now assert, that the dismissals at least of Union-member Guevarra and Union-official Ablaza were effected by the Company without prior investigation, as called for in Section 2, Article VIII of the collective bargaining contract, such breach of the terms of the agreement by the employer did not constitute in itself an unfair labor practice under Section 4(a) of Republic Act 875. As repeatedly held by this Court,[1] the violation by the employer of the obligations imposed upon him by the collective bargaining agreement may be redressed, not in the Court of Industrial Relations, but in the regular

courts, not unlike an ordinary obligation or contract.

As to the charge of discrimination in the readmission of the strikers, it may be pointed out that under the Industrial Peace Act, to constitute an unfair labor practice, the discrimination committed by the employer must be in regard to the "hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization." The exaction, by the Company, from the strikers returning to work, of a promise not to destroy company property and not to commit acts of reprisal against the Union-members who did not participate in the strike, cannot be considered as intended to encourage or discourage Union-membership. Taking the circumstances surrounding the prescribing of that condition, the requirement by the Company is actually an act of self-preservation and designed to insure the maintenance of peace and order in the Company premises.

In view of the fact that, as found by the court below, the charges of unfair labor practices were not substantiated, which finding we now have no reason to disturb, the ruling of the respondent court in banc, dismissing the complaint (without provision as to reinstatement of the strikers) is proper. The Industrial Court indeed did not possess authority to order the reinstatement of the strikers after the latter had failed to prove the unfair labor practice charges against the employer.[2]

WHEREFORE, the resolution of the Court of Industrial Relations in banc appealed from is hereby affirmed, with costs against the petitioners.

SO ORDERED.

Concepcion, C.J., Dizon, Regala, Makalintal, Bengzon, J.P., Zaldivar, Sanchez, and Castro, JJ., concur.

[1] See *Malaya Workers Union (PAFLU), et al. vs. Court of Industrial Relations, et al.*, G. R. Nos. L-17880-81, April 23, 1963; *Baguio Gold Mining Co. vs. Tabisola, et al.*, G. R. No. L-15265, April 27, 1962; *Cagalwan vs. Customs Canteen, et al.*, G. R. No. L--16031, Oct. 31, 1961; *National Labor Union vs. Insular-Yebana Tobacco Corp.*, G. R. No. L-15363, July 31, 1961.

[2] *Malaya Workers Union (PAFLU), et al. vs. CIR, et al.*, supra.

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