

**UNITED SEAMEN'S UNION OF THE PHILIPPINES, PETITIONER,
VS. DAVAO SHIPOWNERS ASSOCIATION, ANGTIONG SONS AND/OR
RICARDO ANG, OWNER-MANAGER; ANGLIONGTO SONS &
COMPANY, GARCIA WATER ...**

G.R. Nos. L-18778 & L-18779. August 31, 1967

Ponente: MAKALINTAL, J.

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MAKALINTAL, J.:

Review on certiorari of a decision of the Court of Industrial Relations.

The material facts are not disputed. On August 4, 1959 petitioner United Seamen's Union of the Philippines (hereinafter referred to as USUP) presented a set of demands to respondent Davao Shipowners Association (hereinafter referred to as Shipowners) representing respondent shipping companies, for union recognition, union security, standardization of wages and other benefits. In its answer, the Shipowners invited USUP's attention to the existence of a collective bargaining agreement with the Davao Marine Association (hereinafter referred to as Association), to which all the crewmen of their launches belonged. Since the Shipowners were bound by said collective bargaining agreement until the end of that year (1959), it suggested that USUP first take the necessary steps to be certified as the collective bargaining agent of the employees before they could negotiate in connection with its proposals.

However, even before receiving the Shipowners' answer to its set of demands, USUP had filed with Regional Office No. 8 of the Department of Labor of Davao City a notice of strike against all the individual shipowners. The Chief of the Labor Operations Section of the Davao Regional Office requested USUP and the Shipowners to a conference with a view to settling the conflict. On August 20, 1959 the USUP, the Shipowners and the Association reached an agreement and executed the following covenant:

“A. We, the undersigned representatives of the United Seamen's Union of the Philippines (USUP) hereby withdraw the notice to strike against any and all members of the group known as the Davao Shipowners Association that we filed on or about August 6, 1959;

“B. We, the USUP, further under-take to preserve and observe the status quo with reference to the normal and original operation practices of loading, unloading, departures, manning and the performance of any and/or all jobs in-cident to the businesses of the members of the said Shipowners' Association here in Davao City and in the outports of Davao province which are their ports of call or may travel to and conduct their businesses;

“C. We, the Davao Marine Association, hereby undertake to cooperate with the Davao Shipowners' Association and the USUP in the observation and preservation of such practices and conduct of the Shipowners' businesses, and in view of this covenant will withdraw our complaint against the USUP, its officers, agents and other representatives which is now Civil Case No. 3106 before Branch I of the Davao Court of First Instance;

“D. That the USUP hereby announces and binds itself that it will respect the contract between the Davao

Shipowner's Association and the Davao Marine Association until its expiry date and will not in any manner cause the same to be impaired or disturbed, but will file a petition with the Court of Industrial Relations for certification election to determine the issue of union representation of the Shipowners' workers, and if we, the USUP, will be the one certified, we will commence to bargain with Shipowner's Association after the said contract shall be expired;

"E. We, the Davao Shipowner's Association gladly give our conformity to the agreement of both parties to observe and preserve the status quo on the above mentioned contract's operation and the commitment of the USUP to have the CIR determine the issue of union representation."

As stipulated, USUP filed with the Court of Industrial Relations a petition for certification election to determine the sole collective bargaining representative of all the workers and employees of respondent shipping companies.

Meanwhile, subsequent to the covenant of August 20, the respondent shipping companies separately served notices of termination of service upon sixty-four (64) employees, effective December 31, 1959, for reasons ranging from stoppage of operations due to the death of a partner to business losses and reversals.

Because of these notices of termination of service upon USUP members (who, admittedly, were also members of the Association), USUP reported the matter to Regional Office No. 8 of the Department of Labor in Davao City and requested at the same time the assistance of said office. The Regional Office thereupon called the parties to a conference, but apparently it did not do much good, for in a letter dated December 29, 1959 USUP formally notified the Regional Office, Department of Labor, the City Mayor of Davao, the Chief of Police, the Philippine Constabulary, the Bureau of Customs and the general public that they would declare a strike on January 1, 1960.

On February 11, 1960 the respondent shipping companies filed a petition for a writ of injunction (Case No. 3-INJ-DB) with the court a quo, alleging that a restraining order was necessary 'to forestall substantial and irreparable damage to petitioners' (now respondents') properties and public weal," citing specific acts of coercion, violence and illegal picketing being committed by defendants (now petitioners).

On February 24, 1960 USUP filed an unfair labor practice case against herein respondents (Case No. 49-ULP-DB), alleging that "while its petition for certification election is still pending consideration before this Honorable Court, respondents herein by their respective officers interfered with and have been interfering with their employees' guaranteed right to self-organization and discriminated and have been discriminating against their respective employees, who are members of the complainant, in regard to hire or tenure of office or condition of employment in order to deter organizational activity amongst employees, to induce those already organized to drop from the rank, disrupt union morale and ultimately to break up the complainant union x x x". The unfair labor case was apparently predicated upon the dismissal of the USUP members from employment. The petition then proceeded to enumerate the various acts of respondents which were claimed to be violations of section 4(a), sub-sections (1), (2) and (4) of Republic Act 875.[1]

After the respondent companies had filed their respective answers, the petition for injunction filed by the Shipowners and the unfair labor case filed by the USUP were heard and tried jointly. On October 31, 1960 the court a quo issued the appealed order, the dispositive portion of which reads:

"FOR ALL THE FOREGOING CONSIDERATIONS, the USUP complaint for unfair labor practice (Case No. 49-ULP-DB) dated February 24, 1960, against the respondent Ship-owners is hereby DISMISSED, while on the other hand, respondents' claim for moral damages are also dismissed for want of jurisdiction together with other compensatory reliefs for lack of sufficient substantial proof thereof. As the strike declared on December 31, 1959 is held illegal and unjustified, dismissal of all the active participants thereof is hereby decreed. And as a consequence thereof, permanent injunction is hereby granted. For its implementation, respondent USUP, Alvaro Trinidad, Vivencio Quilong-Quilong, Fernando Bantillan, together with their agents

and representatives, are permanently enjoined and restrained from:

- (1) Coercing or causing to be coerced, by means of violence, force, threat or intimidation any employee or laborer of the petitioners herein, so as to prevent him, her or them from entering Petitioners' properties at Sta. Ana Wharf, Davao City, with the view of operating the vessels of petitioners, to put petitioners' business in normal operations;
- (2) Instilling or causing to be instilled fear into the officials, supervisors, agents, employees, guards and laborers of the herein petitioners or any person desiring to work for or deal in business with petitioners;
- (3) Unlawful impeding, obstructing, hampering or interfering with the business of petitioners, particularly the loading and unloading of cargoes from and to their vessels;
- (4) Molesting and harassing or causing to be molested or harassed the officials of petitioners and their agents in protecting and conducting petitioners' properties and businesses;
- (5) Barricading or in any way obstructing with odds and ends the gate and pathway leading to and from the premises where the properties and vessels of petitioners are docked.

The Chief of Police of Davao City and the Commanding Officer of the Philippine Constabulary and/or their authorized representatives are hereby directed to enforce this DECISION upon receipt thereof without the least delay."

The principal question to be determined, resolution of which will actually dispose of the other incidental issues presented is: Did the Court of Industrial Relations gravely abuse its discretion, as claimed, in declaring the strike staged by the members of the USUP unjustified and illegal?

The lower Court found that the strike staged by the USUP and the subsequent unfair practice case it filed against the respondent companies were the culmination of a series of drastic moves designed to compel respondents to recognize USUP as the employees' collective bargaining agent to the exclusion of the Association with whom the Shipowners had an existing collective bargaining agreement. In other words, they were the direct offshoot of a losing effort to have the USUP recognized as the sole collective bargaining agent of the employees, an effort which suffered legal infirmities from its inception. A number of circumstances strongly support this finding:

First, it must be noted that USUP filed its Notice of Strike even before it received the Shipowners' answer to its set of demands. It seems that regardless of whether the Shipowners would be willing to negotiate with USUP or not, USUP was already predisposed to go on with the strike. There could only be one reason for USUP to anticipate the Shipowners' negative stand: USUP was aware of the existence of a valid collective bargaining agreement between the Shipowners and the Association which would operate as a legal bar for the Shipowners to entertain USUP's demands. Knowing as it did that its demands could not be entertained by the Shipowners, USUP at that early stage could not have had any legitimate excuse for seeking recognition as the sole collective bargaining agent of the employees.

Second, in open contravention of the August 20 covenant, USUP completely disturbed and impaired the status quo by going on strike pending resolution of its petition for certification election. That status quo referred expressly "to the normal and original operating practices of loading, unloading departures, manning, and the performance of any and/or all jobs incident to the businesses of the members of the said Shipowners Association." By striking, USUP had impaired or disturbed the existing collective bargaining agreement between the Shipowners and the Association which recognized "the right of the Employer to hire, promote and transfer and for legal cause suspend, lay-off or discharge employees subject to the right of the union (referring to the Association) to notification and to ask reconsideration of any action of the Employer in the premises." It should be remembered

in this connection that those who took part in the strike and picketing were also members of the Association and hence were bound by the collective bargaining agreement. In seeking to justify their action, USUP asserts that the strike it staged was a matter of "self-defense" and/or "union survival", claiming that the respondent shipping companies were the first to violate the covenant to preserve and observe the status quo by a concerted action in sending out notices of dismissal or separation, all effective December 31, 1959 to the 64 USUP members.

It is at least doubtful that the Shipowners could have violated the covenant of August 20 for the simple reason that it was not an active nor a principal party thereto. As the court a quo observed:

"Perusal of the covenant of August 20, 1959 evidently shows that the fulfillment of all the commitments and faithful observance of all the terms thereof fall upon the United Seamen's Union of the Philippines (USUP) and the Davao Marine Association, who are the active and principal parties thereto x x x the Davao Shipowners Association never made any specific and categorical commitment except to, in the language of the covenant, 'gladly give our conformity to the agreement of both parties to observe and preserve the status quo on the above-mentioned contract's operation and the commitment of the USUP to have the CIR determine the issue of union representation'. In effect, the covenant is bilateral and not tripartite. It imposes no definite binding obligation to the Shipowners. The burden lies heavily upon the USUP x x x"

Even assuming arguendo that the shipping companies were also bound by the covenant, still the termination of services of the affected employees could not be considered a violation of the covenant. Sustained by the court a quo, in specific cases, was the companies' contention that the dismissals made were predicated on legitimate reasons. After hearing and receiving the exhaustive testimony and evidence of both sides, the lower court ruled:

"Re: ANGTIONG SONS

It is completely established by the evidence that, with the exception of the crewmen of the vessel MERCURY who received their termination notices on November 12, 1959 due to sustained losses in the operating of the same, no tying up of the other vessels nor dismissal of their respective crews were effected by respondent Antiong Sons. With respect to the MERCURY, it is very evident from the termination notice that it was directed to the individual crewmen of the same, as members of the (Association) and at the bottom thereof, it is noted that copies of the same have been furnished the president of the Davao Marine Association and the Department of Labor. In fact and in law, therefore the laying off was directed to the crewmen of MERCURY as members of the Davao Marine Association and not as unionists of the (USUP). As the Association was the one vitally affected for the mass laying-off of said crewmen with the substantial reduction of its membership and the respective collection of check-off dues, it should have been the militant complaining party, had it been convinced that the total laying-off of its members in the MERCURY was anti-union, unreasonable and unjustified under the circumstances.

x x x

The decommissioning of the MERCURY followed by the announcement of its sale and finally its disposal by purchase, fully negate complainant's charge of unfair labor practice against respondent. It can be construed as a legitimate exercise of its rights and prerogative under the 'Management of Labor Force' provision of the collective bargaining agreement dated December 28, 1957 between the Shipowners and the Association providing as follows:

'The operation and direction of working forces and the management of the business shall be vested exclusively in the EMPLOYER, including the right to hire, promote, and transfer and for legal cause, to suspend, lay-off or discharge employees. The UNION shall be notified in case of suspension, lay-off, or discharge of any of its members. Should the UNION consider the suspension, lay-off or discharge unlawful, it may seek reconsideration from the EMPLOYER and should the latter maintain its stand, the matter may be taken up with the court so vested with jurisdiction to settle the controversy.'

PREMISES CONSIDERED, complainant's particular charges of unfair labor practice against Antiong Sons are hereby dismissed."

With respect to Southern Navigation Company, the court a quo found that the strike declared against it was a sympathy strike; that the crew and officers of the EMPRESS OF DAVAO and the ANHAI were given termination notices because the company was dissolved after the death of one of its principal partners; and that the cessation of the operation of the two vessels was not motivated by any anti-union feeling. As in the Angtiong case, the notice of termination was addressed not to the USUP but to the Association, by virtue of the collective bargaining agreement with it.

As to Vicente Yu Water Transportation, the court a quo observed that "the contents of said termination notices clearly state that the planned cessation of operation (of the M/L WATSON and M/L RIZAL) x x x are (sic) but temporary in character, aside from the fact that said notices were addressed to all the crewmen and officers as members of the Association and not of USUP." Accordingly, the same conclusion as in the above stated cases was reached.

With respect to Joyce Enterprises, Anglionto Sons & Co., Garcia Water Transportation and Garcia Navigation, the court a quo correctly analyzed the situation, thus:

"If it was really true that respondents had any abiding hostility against the USUP or any intention to bust the same by dismissing or locking-out their respective personnel who joined said union, investigation should have been done after USUP sent its demand letter on August 4, 1959 manifesting its majority representation and requesting for recognition and bargaining rights to negotiate for its items of demand contained therein, or after it filed its Notice of Strike with the Regional Office of the Department of Labor in Davao on August 6, 1959, or, by natural reaction the Shipowners should have dismissed all Association members (who were also USUP members) who refused to work on their vessels from August 13, 1959, through the instigation of USUP, which was charged of contempt of court for violating the Injunction order dated August 16, 1959. That was the most opportune moment for the Shipowners to rightly charge Association members of violations violating their contractual duties and obligations under the Collective Bargaining Agreement of December 28, 1957 and of dismissing them without notice and without recourse in the exercise of its managerial powers and prerogatives under said contract and under the law. In spite of such affront and clear violation of their rights, none such retaliatory acts were done by any of the respondent Shipowners. x x x"

We find no urgent reason to take issue with the conclusions reached by the court a quo, considering that petitioner does not now question the veracity of the facts on which the conclusions are based.

Third, the existence of a collective bargaining agreement should have been sufficient to deter USUP from acts tending to force the issue of union recognition. The pertinent provisions of said agreement read:

"VI - GRIEVANCE AND HEARING COMMITTEE

"A 'Grievance Committee' shall be created, composed of three (3) members of the UNION, one of whom shall be in the service of the EMPLOYER, the names of whom shall be furnished to the said employer. All grievance of UNION members in the service of the EMPLOYER shall be coursed through the aforementioned grievance committee, which shall take up the same with a 'Hearing Committee' composed of three members to be chosen by the EMPLOYER.

"Any grievance or dispute which cannot be settled by a conference of both grievance and hearing committees, shall be referred to the Court of Industrial Relations or any other Court of competent jurisdiction for final determination. Pending such determination it is agreed by the parties that no strike, slow down of work or lockout shall be declared by either the UNION or the EMPLOYER."

Undoubtedly, the parties adopted a graduated procedure in the settlement of their labor disputes because of their desire to maintain harmonious relations and pre-vent as much as possible the declaration of a strike, which in the last analysis works adversely to both capital and labor.

The employees concerned who after all were bound by the collective bargaining agreement, as members of the Association, totally disregarded the procedure laid down therein by immediately going on strike without coursing their complaints through the grievance committee for possible settlement. Having failed to take advantage of a legal right granted them under the agreement, they are in no position to demand relief from the consequences of their own impulsive acts.

"The authorities are numerous which hold that strikes held in violation of the terms contained in a collective bargaining agreement are illegal, specially when they provide for conclusive arbitration clauses. These agreements must be strictly adhered to and respected if their ends have to be achieved." (Liberal Labor Union vs. Phil. Can. Co., 91 Phil. 72, 78).

The unlicensed crew-members contravened the collective bargaining agreement not because they affiliated with the USUP but because they were remiss in complying with their obligations and duties as members of the Association, the employees' collective bargaining representative.

Fourth, even assuming again that the purpose for which the strike was staged was valid, still the fact remains that the means employed were far from legitimate. In the hearing of the injunction case (Case No. 3-INJ-DB), the factual findings of the court a quo reveal the following:

"The USUP struck at about 8:00 in the evening of December 31, 1959. Led by Alvaro Trinidad and other respondents, some 300 strikers formed a human cordon along side the Sta. Ana wharf and blocked all ways and approaches to the launches and vessels of Petitioners. The loading and unloading of some boats of the Petitioners, then docked at the Sta. Ana wharf, were obstructed by the strikers, not only by the employment of human fence but also by acts of violence and coercion. At the inception of the strike, some boats were already loaded with perishable commodities destined for the gulf and coastal towns of Davao, which departure was also rendered impossible due to the impregnability of the human wall placed by the strikers blocking the egress and ingress to the said vessels. x x x

"the strikers, thru force and coercion, took possession of the Shipowners' vessels on several occasions. The 'lanchita' of the M/V ALFONSO, vessel belonging to Anglionto Sons & Co., was taken by the strikers on January 4, 1960 without the owner's consent and used it to ferry themselves to the M/L MA. LUISA, launch of Joyce Enterprises, at the midstream where they remained and refused to leave in spite of appeals made by the owner and officers of said vessel. x x x Also on January 7, 1960, some of the strikers took possession of the M/L COLUMBIAN, launch owned by Joyce Enterprises, that was anchored upstream sans prior permission from its owner. x x x Again, on January 18, 1960, thirteen (13) identified strikers were caught red-handed in possession of the 'bote' of the M/V ISABEL, also of the Joyce Enterprises, without authority from its owner. x x x

"Acts of intimidation, coercion and violence punctuated the conduct of the strike. On January 2, 1960, when about 19 stevedores led by Celestino Cañete, attempted to install a 2 by 9 feet gang-plank on the M/V ISABEL to unload its cargoes, strikers grabbed the gang-plank and pushed it against the bodies of said stevedores who fell to the ground and suffered physical injuries, thereby preventing the unloading of the cargoes. x x x

"On January 4, 1960, as the 'lanchita' theft, committed by the strikers, was being investigated at the wharf by the Captain Mumuñgan, P.C. in-charge of the strike area, at the instance of William Joyce, one of the shipowners, Alvaro Trinidad, challenged frontally William Joyce to a fight in the presence of said peace officer supposedly to settle the strike. x x x On January 14, 1960, Blas Nicase and the crew of the M/L MALITA, Garcia Navigation's launch, were prevented against their will from performing their duties. As they were

waiting for the 'bote' of that launch to come alongside the pier to take them and the crew aboard, the men on the 'bote' who were non-strikers were subjected to scurrilous remarks and were warned that if they come nearer, they (the strikers) would get hold of the 'bote' and submerge them into the water. Fearing physical harm the 'bote' withdrew. Nicase and his co-workers were themselves surrounded and rendered immobile by the husky and menacing strikers. The rest of the crew, greatly outnumbered and intimidated, were blocked by a human wall and were not able to get into the 'bote'. x x x

"Benedicto Erespe, the patron of the M/L MARIA LUISA corroborated the above testimony of Mr. Joyce and further testified that when he was about to board that boat on the night of January 8, 1960, the respondent union president and his confederates, aided by some husky men, surrounded him and stopped him from going aboard. He was threatened with bodily harm if he persisted in going up the boat so that he had to desist from complying with his job-duties and reported to the police. However, the perpetrators of the said illegal acts whom he clearly identified and who are always in the vicinity of the Sta. Ana Wharf have not been apprehended by the police.

"Celso Villodres and Eliodoro Cervantes, Chief mate and marine engineer, respectively, of the motor launch COLUMBIAN were prevented, in the same manner as Captain Erespe was prevented from performing his work, against their will. They were warned by Mr. Trinidad and his confederates that something evil will befall them if they insisted on boarding the vessels. Alvaro Trinidad on that occasion shouted at Captain Erespe while shaking clenched fists at the latter that he was a bootlicker and that something will surely happen to him if he boarded the vessel. As they were encircled by strikers, they refrained from insisting to do their work and reported these threats, coercion and intimidation to the police who have done nothing up to the present time.

"To crown the already mentioned commission of acts of threats, intimidation, coercion and invasion of shipowners' property rights, in the evening of January 13, 1960, Pablo Sisa, a non-striker, employee of the M/V ALFONSO was mauled by six husky strikers upon order of Alvaro Trinidad. It appears that Pablo Sisa was ordered by management of the Angliongo to pull and tie the rope of the M/V APOLLO, Antiong Sons' at about 6:30 p.m. While aboard, he was told by Alvaro Trinidad in the presence of his husky men, to go down or else something evil will happen on him. Angered by Sisa's stand, Trinidad made a sign with his head to his men, then around him to follow Sisa on his way out of the pier. On his way home, along Uyanguen St., Sisa was intercepted by six men. His hands were pinned, legs were grabbed tight and was socked on the left side of the nose, left cheek bone, left ear and left collar bone and kicked while lying prostrate on the pavement. His blue shirt and handkerchief were smeared with blood oozing from his nose. During the incident no people were around neither were there peace officers within the vicinity. He was hospitalized. The local public hospital physician identified the victim in favor of whom the medical certificate was issued.

"Similar acts to the aforementioned continued to be perpetrated by the strikers, their agents and representatives after the expiration of the January 31, 1960 temporary injunction, whenever opportunities were afforded them.

"On January 31, 1960, when the M/L MALITA was unloading its cargoes at Talomo Beach, which is around 8 kms. from the heart of the City of Davao, a truck-load of strikers and their agents led by Trinidad, numbering around eighty, resumed picketing. Strikers wading in the water at waist-line deep, in several groups, took turn in pushing the 'bote' of the M/L MALITA away from the beach in as many times as there were attempts to approach the beach to unload cargoes. It was during this occasion that the strikers untied the launch's anchor causing the vessel to drift into the gulf thus successfully prevented the unloading. This occasion was also the setting of the incident wherein Manuel Garcia, owner of the above-cited launch, was physically pushed by the elbows of husky strikers within sight of Alvaro Trinidad and P.C. Captain Mumuñgan who did nothing to arrest the culprits.

"On February 3, 1960, several attempts of Manuel Garcia, owner of petitioner Garcia Water Transportation and Cañete together with his stevedores, to install the gangplank from the Sta. Ana pier on M/L MALITA preparatory to the unloading of its cargoes, were blocked by the respondents and their agents. The one hundred

fifty strikers more or less formed one long unbroken line on the edge of the pier, from bow to stern of the above launch, and a horde of men, three to four men deep marched to and fro in close formation to insure that no person or object would ever get to the vessel despite the pleas of Cañete and his twenty five (25) odd men to allow them to unload the launch. The strikers grabbed the gangplank, carried by some stevedores and pushed this hard twice against the latter causing injuries to two stevedores, namely, Tecson and Vargas who in turn were hospitalized. This treatment by a government physician is evidenced by Exhibits AA and BB, respectively. Dr. Renato Montenegro, after identifying the documents and the victims, testified that only an exterior force could possibly cause the physical injuries on the two patients. x x x

"Aside from these acts, the strikers not only shouted slanderous and scurrilous words against the owner of the vessels but also hurled threatening remarks at the non-strikers. Fear was instilled in the minds of non-strikers and owners of the vessels.

"To the above continuously perpetrated illegal acts and activities of the strikers, their agents and representatives, several witnesses gave corroborative testimonies including the City Fiscal, P.C. Captain in-charge of the strike-bound area and several police officers and men of the Sta. Ana district.

"Respondents' witnesses and other evidence available miserably failed to offset and discredit the more credible testimonies of the City Fiscal and the peace officers called upon by the court to shed light on the conduct and manner the strike was prosecuted.

x x x"

The foregoing findings are supported by substantial evidence in the record, and petitioner itself does not question their veracity. Besides, they are matters which involve the credibility and weight of the evidence and which are primarily addressed to the appreciation of the trial court.

"In cases not falling within the prohibition against strikes, the legality or illegality of a strike depends first, upon the purpose for which it is maintained, and, second, upon the means employed in carrying it on. Thus, if the purpose which the laborers intend to accomplish by means of a strike is trivial, unreasonable or unjust (as in the case of the National Labor Union vs. Philippine Match Co., 70 Phil. 300), or if in carrying on the strike the strikers should commit violence or cause injuries to persons or damage to property (as in the case of National Labor Union Inc., vs. Court of Industrial Relations, et al., 68 Phil. 732), the strike, although not prohibited by injunction, may be declared by the court illegal, with the adverse consequences to the strikers." (Luzon Marine Dept. Union vs. Roldan, 86 Phil. 507, 513)

Where, "in carrying out the strike, coercion, force, intimidation, violation with physical injuries, sabotage and the use of unnecessary and obscene language or epithets were committed by the top officials and members of the union in an attempt to prevent the other willing laborers to go to work," it was held that "a strike held under those circumstances cannot be justified in a regime of law for that would encourage abuses and terrorism and would subvert the very purpose of the law which provides for arbitration and peaceful settlement of labor disputes." (Liberal Labor vs. Phil. Can, supra)

A labor organization is wholesome if it serves its legitimate purpose of promoting the interests of labor without unnecessary labor disputes. That is why it is given personality and recognition in concluding collective bargaining agreements. But if it is made use of as a subterfuge, or as a means to subvert valid commitments, it defeats its own purpose, for it tends to undermine the harmonious relations between management and labor. The situation does not deserve any approving sanction from the Court.

In view of our conclusion that the strike staged by petitioner USUP was illegal and unjustified and that the permanent injunction issued by the lower court was proper, we deem it unnecessary to consider the other

incidental issues presented by petitioner. The decision appealed from is affirmed, with costs.

Concepcion, C.J., Reyes, Dizon, Bengzon, Zaldivar, Sanchez, Castro, Angeles, and Fernando, JJ., concur.

[1] SEC. 4. Unfair Labor Practice. - (a) It shall be unfair labor practice for an employer:

(1) To interfere with, restrain or coerce employees in the exercise of their rights guaranteed in section three;

(2) To require as a condition of employment that a person or an employee shall not join a labor organization or shall withdraw from one to which he belongs;

x x x x

(4) To discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: x x x

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