

**CROMWELL COMMERCIAL COMPANY, INC., PETITIONER, VS.
CROMWELL COMMERCIAL EMPLOYEES AND LABORERS UNION
AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.**

G.R. No. L-19777. February 20, 1967

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

Appeal by certiorari from a decision of the Court of Industrial Relations.

The record shows that on July 10, 1956, petitioner, Cromwell Commercial Co., Inc.—hereinafter referred to as the Company—and respondent Cromwell Commercial Employees and Laborers Union (PTUC), composed of employees and laborers of said company— hereinafter referred to as the Union—entered into a collective bargaining agreement. Soon thereafter, the Union claimed that the Company had violated the agreement by failing to give salary increases stipulated therein, by precluding the organization of a grievance committee, through failure to name the representative of the company therein, by not restoring the salaries slashed before the agreement had been entered into, by unilaterally reverting all salesmen from straight salary basis to salary and commission basis, and by dismissing Francisco Gaddi and Cresenciano Andrada, due to union activities. On March 9, representatives of both parties met, in an effort to patch up their differences, but to no avail. Two (2) days later, the union struck and picketed the company premises. On March 13, the company notified the striking workers that unless they returned to work not later than March 14, 1957, at 8:00 a. m., they would be considered dismissed for cause. The Union countered with an offer to return to work, provided the Company implemented the terms of the agreement of July, 1956.

Subsequent efforts at conciliation having failed, a charge of unfair labor practice was, at the behest of the Union, filed against the Company. In due course, the Court of Industrial Relations rendered a decision finding the Company guilty as charged and ordering the reinstatement of Francisco Gaddi and five (5) salesmen, who had been locked out, with half back wages, as well as the reinstatement of those who had voluntarily struck, but, without back wages, in view of the circumstances set forth in said decision. A reconsideration thereof having been denied, both parties sought its review by certiorari. The Company's petition for review is the present case, G. R-No. L-19777, whereas the Union's petition for review was docketed as G. R. No. L-19778. On September 30, 1964, we decided the latter case, affirming the decision of the Court of Industrial Relations.

In its present appeal, the Company maintains that said court erred: (1) in finding it guilty of unfair labor practice by failing to comply with the terms of its existing collective bargaining agreement with the Union; (2) in refusing to declare that the strike called on March 9, 1957, was illegal; and (3) in awarding half back wages to some of the strikers.

The first contention is predicated upon a misstatement or misapprehension of the position taken by the Court of Industrial Relations. Breach by the Company of its aforementioned collective bargaining agreement was only one of the several factors that had led the lower court to make the contested finding, the other factors being the

discrimination, with regard to hire and tenure of employment, and dismissal owing to union activities of the employees concerned, and refusal to bargain collectively in good faith. At any rate, the decision of this Court in G. R. No. L-19778, promulgated on September 30, 1964, which is now final and executory, affirmed the finding of unfair labor practice made by the lower court and, hence, the issue is now *res adjudicata*.

The same may be said with respect to the half back wages awarded to some employees and the legality of the strike. Indeed, in G. R. No. L-19778, we said:

"Discriminatorily dismissed employees received backpay from the date of the act of discrimination, that is from the day of their discharge. On this score, the award of backpay to Gaddi, Andrada and the salesmen may be justified. The salesmen, as already stated, were practically locked out when they were ordered to put their trucks in the garage; they did not voluntarily strike. (See *Macleod & Co. of the Phil. vs. Progressive Federation of Labor*, G. E. No. L-7887, May 31, 1955) Hence, the award of back wages." *Cromwell Commercial Employees & Labor Union vs. CIR & Cromwell Commercial Co. Inc.*, Sept. 30, 1964.

Again, the legality of the strike follows as a corollary to the finding of fact, made in the decision appealed from—which is supported by substantial evidence—to the effect that the strike had been triggered by the Company's failure to abide by the terms and conditions of its collective bargaining agreement with the Union, by the discrimination, resorted to by the company, with regard to hire and tenure of employment, and the dismissal of employees due to union activities, as well as the refusal of the union to bargain collectively in good faith.

Wherefore, the decision appealed from should be, as it is hereby affirmed, with costs against petitioner Cromwell Commercial Co., Inc. It is so ordered.

Reyes, J.B.L., Dizon, Regala, Makalintal, Bengzon, J.P., Zaldivar, Sanchez, and Ruiz Castro, JJ., concur.

Decision affirmed.

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