

**UNITED KIMBERLY-CLARK EMPLOYEES UNION — PHILIPPINE
TRANSPORT GENERAL WORKERS' ORGANIZATION (UKCEU—
PTGWO), PETITIONER, VS. KIMBERLY — CLARK PHILIPPINES, INC.,
RESPONDENT.**

G.R. NO. 162957. March 06, 2006

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

Before the Court is a Petition for Review on Certiorari of the Decision[1] of the Court of Appeals (CA) which partially reversed and set aside the March 19, 2001 Resolution[2] of the Voluntary Arbitrator (VA).

Following are the factual antecedents:

United Kimberly-Clark Employees Union (UKCEU), a local chapter affiliate of the Philippine Transport General Workers' Organization (PTGWO), is the certified collective bargaining agent of all rank-and-file employees of the San Pedro milling plant of Kimberly-Clark Philippines, Inc. (KCPI), a multinational corporation engaged in the manufacture of bathroom and facial tissues, paper napkins, feminine care products, disposable diapers and absorbent cotton.

Way back in 1980, KCPI and the UKCEU executed a Collective Bargaining Agreement (CBA). Article XX, Section 1 of the CBA reads:

Section 1. The Company agrees to employ, regardless of sex, the immediate member of the family of an employee provided qualified, upon the employee's resignation, retirement, disability or death. In case of resignation, however, employment of an immediate member of the family of an employee may be allowed provided the employee has rendered a service of ten (10) years and above and the resignation is not a forced resignation. For the purpose of this section, the phrase "immediate member of the family of an employee" shall refer to the employee's legitimate children and in default thereof to the employee's collateral relative within the third civil degree. The recommendee of the retired/resigned employee shall, if qualified, be hired on probationary status. (Emphasis added)[3]

However, KCPI did not set any other employment qualifying standards for the recommendees of retired, resigned, deceased or disabled employees and agreed to hire such recommendees who were high school graduates as an act of liberality and generosity. The provision remained unchanged.[4] Through the years, several UKCEU members who resigned or were disabled availed of the said benefits and recommended their successors. Although such recommendees were merely high school graduates, KCPI nonetheless employed them.

Sometime in 1991, Danilo L. Guerrero retired and recommended his nephew as his replacement. KCPI rejected Guerrero's recommendation because his nephew was not a member of his (Guerrero's) immediate family. The matter was brought to Voluntary Arbitrator Danilo Lorredo who ruled that Guerrero's nephew should be employed as his replacement in accordance with the CBA. KCPI brought the matter to the Court. On September

21, 1993, the Court affirmed the ruling of the VA in *Kimberly Clark Philippines v. Lorredo*,^[5] where it was held that:

As we see it, the phrase "in default thereof" has not been intended or contemplated by the parties as having a preclusive effect within the group. It simply sets a priority on who can possibly be recommendees for employment. The employee, in fine, need not be childless at all for him to be allowed to nominate a third degree collateral relative; otherwise, his ability to designate such relative is all but suddenly lost by the birth of an only child and regained by the latter's demise. This situation could not have been intended.^[6]

However, the Court also ruled that KCPI was not obliged to unconditionally accept the recommendee since the latter must still meet the required employment standard theretofore set by it. Even a qualified recommendee would be hired only on a "probationary status." As such, KCPI was not left without its own safeguards under the agreement.^[7]

On November 7, 1995, KCPI issued Guidelines on the Hiring of Replacements of Retired/Resigned Employees^[8] for the effective implementation of Article XX, Section 1 of the existing CBA, to take effect on January 1, 1996. The Guidelines require, among others, that: (a) such recommendees must be at least 18 years of age but not more than 30 years old at the time of the hiring, and (b) have completed, after graduating from high school, at least a two-year technical/vocational course or a third year level of college education. Moreover, where both husband and wife are employees of the company, they shall be treated as one family; hence, only one of the spouses would be allowed to avail of the benefit.^[9]

UKCEU, through its President, Reynaldo B. Hermoso, requested for a grievance meeting, which was held on November 22, 1995.^[10] During the meeting, UKCEU specifically requested the deferment of the implementation of the Guidelines until January 1, 1997, after the next CBA negotiations in 1997 during which the matter will be taken up. KCPI agreed to postpone the implementation of the Guidelines until January 1, 1997 but only with respect to the educational qualification.^[11]

During the negotiation for the 1997 CBA, UKCEU proposed the amendment of Article XX, Section 1 of the existing CBA. After the negotiation, KCPI and UKCEU executed a CBA to cover the period from July 1, 1997 to June 30, 1999. The educational qualifications contained in the Guidelines prepared and issued by KCPI were not incorporated in the CBA. Neither were the proposed amendment of UKCEU. Article XX, Section 1 of the preceding CBA was retained without any modification.^[12] KCPI continued to hire employees pursuant to the CBA up to 1998. It had employed 44 employees from 1995 to 1998.^[13]

However, in the second half of 1998, KCPI started to suspend the implementation of the CBA. This was partly due to the depressed economic conditions then prevailing in the Philippines, and in compliance with the freeze hiring policy of its Asia-Pacific headquarters.^[14] It refused to hire, as regular employees, 80 recommendees of retiring employees.^[14] KCPI and UKCEU failed to settle the matter through the existing grievance machinery.

On April 23, 1999, the parties filed before the National Conciliation and Mediation Board (NCMB), a Submission Agreement referring to arbitration the issue of whether KCPI violated Article XX, Section 1 of the CBA. The parties agreed not to appeal any resolution/decision of the VA.^[16]

Meantime, in August 1999, KCPI and UKCEU executed a new CBA. Article XX, Section 1 of the preceding CBA was incorporated in the new CBA, governing the relation of the parties up to June 30, 2002.^[17]

UKCEU averred in its pleadings that the "qualification in terms of education," that is, admitting recommendees who were at least high school graduates, had been an established practice of KCPI since 1980. They appended to their position paper as Annexes "A," "A-1" to "A-5" thereof, a list of such recommendees who were hired by

KCPI.[17] This being the case, KCPI could not just unilaterally revoke such practice without its (UKCEU) consent and approval. UKCEU explained that while KCPI, in general, had the discretion to raise the educational qualification of its applicants for employment, this did not apply to recommendees due to the manner by which Article XX, Section 1 was implemented in the past. UKCEU emphasized that its benefits had already been institutionalized in the CBAs executed by the parties through the years. Thus, in refusing to hire the 80 recommendees as regular employees, KCPI violated its CBA with the union,[19] equivalent to breach of contract and unfair labor practice. It was further pointed out that contrary to its claim that KCPI was implementing a freeze hiring policy, KCPI even hired more or less 400 casuals, most of whom were only high school graduates who performed activities necessary and desirable to KCPI's regular and usual business. They averred that the hiring of such employees was continuous, and on a five-month contract without extension or rehiring. UKCEU insisted that it was not estopped to question the move to "upgrade the academic standards" of recommendees, and that KCPI should have indicated its counter-proposal during the 1997 and 1999 CBA negotiations. Since KCPI preferred to retain Article XX, Section 1 where the dispute and ambiguity developed, the union opined that such provision should be strictly construed against the company.

UKCEU averred that either the husband or wife had the "right of replacement," and to the benefits offered by Article XX, Section 1; to deny them the right would be a clear discrimination and violation of the CBA, since both are paying members of union dues and individually vote for any policy determination.

In its pleadings, KCPI maintained that pursuant to its management prerogative, it had the right to determine hiring standards under Article XX, Section 1 of the CBA without the consent or approval of UKCEU. It argued that like applicants for regular positions, recommendees of retiring employees must also be college graduates, in accordance with its November 7, 1995 Guidelines. It explained that such recommendees are applying for regular positions and not as casual, who are hired on a temporary basis. KCPI averred that the employment educational standards in the Guidelines it issued on November 7, 1995 took effect on January 1, 1997 and that after its implementation was deferred, the union did not take any action. Hence, UKCEU was estopped from questioning the implementation of Article XX, Section 1 in the 1999 CBA. In fact, such upgraded educational qualifications under the November 7, 1995 Guidelines were never brought up by UKCEU, and were never discussed during the 1997 CBA negotiations. It asserted, however, that it was justified to temporarily suspend the implementation because the freeze hiring policy of its Asia-Pacific headquarters had affected both existing and new regular positions in the company. It pointed out that, in order to enforce the CBA provision, it normally fills up two regular positions because the recommendee of a union member who resigns, retires, dies or is disabled does not usually possess the same qualifications and skills of his/her predecessor. KCPI averred that it never anticipated this undue burden and was not in a position to sustain the practice, considering the lower volume in sales and a reduction in the number of working days in some areas of its operations.

With respect to spouses who are both employed in KCPI, it was maintained that the policy regarding the availment of their benefits had always been consistent since 1980: only one of the spouses is entitled thereto, like the CBA provisions on the employees' medical and funeral benefits. It pointed out that at the time Article XX, Section 1 was adopted, there was already an existing policy in KCPI prohibiting the hiring of a relative of an employee within the fourth civil degree of consanguinity or affinity. Thus, if the interpretation of UKCEU would be considered, an unwarranted and anomalous situation would result, since children of spouses who are both employed in the company fall within the second degree of consanguinity. Moreover, spouses should be treated as one family, much like the tax treatment on the claim for additional dependents. KCPI stressed that, as stated in the guidelines, the rationale for the policy is to maintain fairness and equality since the intended or actual beneficiary is the child of an employee.

On May 8, 1999, the VA visited the premises of KCPI with prior notice to the parties, and discovered that KCPI employed casuals who performed the work of certain regular employees covered by the CBA.[20]

On March 19, 2001, the VA issued a Resolution in favor of UKCEU. The dispositive portion of the resolution reads:

WHEREFORE, premises considered, this Voluntary Arbitrator, finds that (a) the Company cannot suspend implementation of Section 1, Article XX of the existing CBA unilaterally by upgrading the educational qualifications of "applicants-replacements" than are required previously, and (b) the husband and the wife, under the said provision, are each entitled separately to recommend an applicant-replacement.

SO ORDERED.[21]

The VA ruled that since the CBA is the law between the parties, KCPI could not just unilaterally change or suspend the implementation of the existing employment requirements, even in the light of the business situation then prevailing in the Philippines. Moreover, an unambiguous CBA provision must be interpreted according to its literal meaning and not beyond the parties' actual intentment, and, in case of doubts, the same should be resolved in favor of labor. The VA declared that management prerogative does not give license to a company to set aside or ignore what had been agreed upon through negotiation. According to the VA, since KCPI failed to explain why it continued to hire casual workers doing the jobs of regular employees, it failed to substantiate its contention that the economic crisis did not warrant the hiring of regular employees.[22]

As to the applicability of Article XX, Section 1 to spouses employed by KCPI, the VA referred to Article I of the CBA, which provides that the Agreement covers all regular rank-and-file employees. Had the intention of the parties been to grant husband and wife employees the privilege of recommending only one applicant-replacement, it should have been stated in unequivocal terms.[23]

KCPI assailed the decision of the VA via petition for review[24] before the CA. It alleged that:

- Contrary to the ruling of the Honorable Voluntary Arbitrator, petitioner may validly suspend the implementation of Section 1, Article XX, by reason of economic difficulty.
- Contrary to the ruling of the Honorable Voluntary Arbitrator, law and jurisprudence [recognize] management's prerogative to set the qualifications for [the] hiring of employees, including those hired as replacements under Section 1, Article XX.
- Contrary to the ruling of the Honorable Voluntary Arbitrator, reasonable application of statutory and contractual interpretation supports only one conclusion - that, in case of both spouses being KCPI employees, only one of them may avail himself or herself of the benefits of Section 1, Article XX. [25]

On July 23, 2003, the CA partially set aside the Resolution of the VA. [26] The fallo of the decision reads:

WHEREFORE, the petition is PARTIALLY GRANTED, and the Resolution of Voluntary Arbitrator Jose A. Cabatuando, Jr. dated March 19, 2001 is PARTIALLY REVERSED AND SET ASIDE. Petitioner may not suspend the implementation of Section 1, Article XX of the Collective Bargaining Agreement on account of alleged economic distress. Petitioner, however, may require that recommendees under the said provision must have completed at least a two-year technical/vocational course or reached the third year of any college-level course, as a valid exercise of management prerogative. And when spouses are both employed by petitioner, each may recommend a replacement in case of his death, disability, retirement or voluntary resignation pursuant to Section 1, Article XX of the Collective Bargaining Agreement.

SO ORDERED. [27]

The CA ruled that KCPI may validly exercise its management prerogative and impose the requirement that

recommendees should have at least completed a two-year technical/vocational course or reached the third year of any college-level course. While the right of KCPI to set hiring standards for recommendees under the disputed provision of the CBA is apparent in the ruling of the Court in *Kimberly Clark Philippines v. Lorredo*, [28] the CA concluded that the right of retired, resigned, disabled or deceased employees to recommend their replacements is not absolute. It emphasized that the recommendees must still meet the standard set by petitioner. The CA further opined that Article XX, Section 1 is not an inheritance the right to which attaches immediately upon an employee's death, disability, retirement or voluntary resignation. However, as to whether spouses employed by petitioner may separately recommend a replacement, the CA affirmed the observation of the VA that the provision was literally made to apply to "all" employees, and does not mean that only one of the spouses may avail of said benefit. [28]

The CA rejected the claim of KCPI that it (the court) should take judicial notice of the adverse effects of the Asian economic crisis to the operation of its business in the Philippines. As in the case of retrenchment, it was ruled that the company must still prove financial distress by sufficient and convincing evidence. Moreover, the CA held that for the theory of *rebus sic stantibus* to apply, it must be shown that the economic crisis made it extremely difficult for the company to comply with Article XX, Section 1 of the CBA, and that the change in the circumstances of the parties must be one which could not be foreseen at the time the contract was executed. [30]

Only UKCEU moved for a partial reconsideration of the CA Decision with respect to its ruling on the upgraded educational qualification of the recommendees. [31] The CA denied the motion in a Resolution [32] dated March 23, 2004.

UKCEU, now petitioner, seeks relief from this Court in the instant petition.

The issue in this case is whether or not the CA erred in ruling that, under Article XX, Section 1 of the 1997 CBA, respondent is required to hire only those recommendees of retired/resigned, deceased or disabled members of petitioner who had completed at least a two-year technical/vocational course or a third-year level of college education. This is anchored on the resolution of the issue of whether the November 7, 1995 Guidelines issued by respondent took effect on January 1, 1997.

Petitioner avers that the CA erred in holding that, under Article XX, Section 1 of the 1997 CBA and the ruling of this Court in *Kimberly Clark Philippines v. Lorredo*, respondent is required to hire recommendees of retired/resigned, deceased or disabled employees who possess the educational qualification standards for employees contained in the November 7, 1995 Guidelines issued by respondent.

Petitioner asserts that the employment qualification standards in Article XX, Section 1 of the CBA requiring the recommendees to be at least high school graduates is contrary to the practice that had been followed by respondent since 1980 up to 1998. Petitioner further avers that such practice, which had been established by respondent in implementing the CBA, cannot be unilaterally revoked by it. Petitioner argues that to allow respondent to set higher educational standards for employment of such recommendees is to render nugatory the right granted to them under the CBA and would defeat the ruling of the Court in *Kimberly Clark Philippines v. Lorredo*. Petitioner avers that 70% of the employees of respondent are mere high school graduates who did not finish any technical or vocational course. This, notwithstanding, respondent had a profit of P527,000,000.00 in 1999. Petitioner stresses that the exercise of management prerogative must be circumscribed by the CBA of the parties.

For its part, respondent maintains that under Article XX, Section 1 of its CBA with petitioner, a recommendee of retired/resigned, deceased or disabled members of petitioner must also be qualified for the position. Respondent also invokes *Kimberly Clark Philippines v. Lorredo*, insisting that the Court ruled therein that such recommendees

must meet the employment standards set by respondent; conformably with such ruling, it issued said Guidelines on November 7, 1995. Thus, it is not proscribed from setting out higher qualification standards for said recommendees, such as those set forth in said Guidelines. Contrary to petitioner's claim of employing recommendees who were only high school graduates, was not an established practice, as its policy had always been to hire college graduates for regular employment. Finally, respondent avers that the implementation of qualifications for the recommendees is a valid exercise of its management prerogative.

Respondent also points out during their 1997 CBA negotiations, petitioner proposed the following revisions of Article XX, Section 1:

Section 1. A replacement of a deceased employee or recommendee of a retiring or resigning employee with at least 10 years of service, when at least High School Graduate and able bodied, shall be hired by the Company as Trainee for the first six (6) months, and then probationary employee to a permanent position and if passed to qualifications made known to him shall be hired as a regular employee of the Company. Recommendee entitled to this right shall be limited to up to the third civil degree only. [33]

However, said proposal was not incorporated in the CBA of the parties since by then, the November 7, 1995 Guidelines had already taken effect.

We rule against petitioner.

As a general proposition, an arbitrator is confined to the interpretation and application of the collective bargaining agreement. He does not sit to dispense his own brand of industrial justice: his award is legitimate only in so far as it draws its essence from the CBA, [34] i.e., when there is a rational nexus between the award and the CBA under consideration. [35] It is said that an arbitral award does not draw its essence from the CBA; hence, there is an unauthorized amendment or alteration thereof, if:

- It is so unfounded in reason and fact;
- It is so unconnected with the working and purpose of the agreement;
- It is without factual support in view of its language, its context, and any other indicia of the parties' intention; [36]
- It ignores or abandons the plain language of the contract; [37]
- It is mistakenly based on a crucial assumption which concededly is a nonfact; [38]
- It is unlawful, arbitrary or capricious; [39] and
- It is contrary to public policy. [40]

A CBA is more than a contract; it is a generalized code to govern a myriad of cases which the draftsmen cannot wholly anticipate. It covers the whole employment relationship and prescribes the rights and duties of the parties. It is a system of industrial self-government with the grievance machinery at the very heart of the system. [41] The parties solve their problems by molding a system of private law for all the problems which may arise and to provide for their solution in a way which will generally accord with the variant needs and desires of the parties.

If the terms of a CBA are clear and have no doubt upon the intention of the contracting parties, the literal meaning of its stipulation shall prevail. [42] However, if, in a CBA, the parties stipulate that the hirees must be presumed of employment qualification standards but fail to state such qualification standards in said CBA, the VA may resort to evidence extrinsic of the CBA to determine the full agreement intended by the parties. When a CBA may be expected to speak on a matter, but does not, its sentence imports ambiguity on that subject. [43] The VA is not

merely to rely on the cold and cryptic words on the face of the CBA but is mandated to discover the intention of the parties. Recognizing the inability of the parties to anticipate or address all future problems, gaps may be left to be filled in by reference to the practices of the industry, and the step which is equally a part of the CBA although not expressed in it. [44] In order to ascertain the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered. [45] The VA may also consider and rely upon negotiating and contractual history of the parties, evidence of past practices interpreting ambiguous provisions. The VA has to examine such practices to determine the scope of their agreement, [46] as where the provision of the CBA has been loosely formulated. [47] Moreover, the CBA must be construed liberally rather than narrowly and technically and the Court must place a practical and realistic construction upon it.

In the present case, the parties are in agreement that, on its face, Article XX, Section 1 of their 1997 CBA does not contain any provision relative to the employment qualification standards of recommendees of retired/resigned, deceased or disabled employees of respondent who are members of petitioner. However, in determining the employment qualification standards for said recommendees, the VA should have relied on the November 7, 1995 Guidelines issued by respondent, which reads:

D. Definition of the phrase "immediate member of the family of an employee"

- The phrase "immediate member of the family of an employee" shall refer to the employee's legitimate children and in default thereof to the employee's collateral relatives within the third civil degree.
- A resigned/retired employee may be allowed to recommend a collateral relative within the third civil degree (e.g., brother, sister, nephew or niece) as his/her replacement only in the following cases:
- Where the retired/resigned employee is single or if married has no legitimate children.
- Where the retired/resigned employee's children are still minors (below 18 years old) at the time of his/her separation from the company. (Emphasis added)

E. General Provisions

- The privilege to recommend a replacement can be exercised by the employee concerned only once. Thus, in the following cases, a recommendee who has been hired on probationary status can no longer be substituted with another recommendee.
- where the recommendee fails to pass in his performance evaluation.
- where the recommendee resigns without completing his probationary period.
- where the recommendee is dismissed for cause.
- where the recommendee dies during his probationary period.[48]

Respondent issued said Guidelines in light of the ruling of this Court in *Kimberly Clark Philippines v. Lorredo*. Respondent saw it imperative to do away with its practice of accommodating recommendees who were mere high school graduates, and to require higher employment standards for them.

By agreement of the parties, the implementation of the Guidelines was deferred until January 1, 1997, unless revoked or amended by the 1997 CBA. Petitioner proposed that the practice of hiring recommendees of retired/resigned, deceased or disabled employees who were union members, who were at least high school graduates, be included in their CBA, but respondent did not agree. Hence, Article XX, Section 1 of the 1997 CBA of the parties remained intact. There was thus no more legal bar for respondent to implement the November 7, 1995 Guidelines. By executing the 1997 CBA, in its present form, petitioner is bound by the terms and conditions

therein set forth.

The VA, however, ignored the plain language of the 1997 CBA of the parties, as well as the Guidelines issued by respondent. He capriciously based his resolution on the respondent's practice of hiring which, however, by agreement of petitioner and respondent, was discontinued.

The Court has recognized in numerous instances the undoubted right of the employer to regulate, according to his own discretion and best judgment, all aspects of employment, including but not limited to, work assignments and supervision, working methods and regulations, time, place and manner of work, processes to be followed, and hiring, supervision, transfer, discipline, lay off, dismissal and recall of workers. Encompassing though it could be, the exercise of this right is not absolute. Management prerogative must be exercised in good faith for the advancement of the employer's interest and not for the purpose of defeating or circumventing the rights of the employees under special laws, valid agreements such as the individual contract of employment and the collective bargaining agreement, and general principles of justice and fair play. [49] In this case, the Court finds that respondent acted in accord with the CBA and the November 7, 1995 Guidelines, which, by agreement of the parties, may be implemented by respondent after January 1, 1997.

IN LIGHT OF ALL THE FOREGOING, the petition is DENIED for lack of merit. Costs against petitioner.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Austria-Martinez, and Chico-Nazario, JJ., concur.

[1] Penned by Associate Justice Noel G. Tijam, with Associate Justices Portia Aliño-Hormachuelos and Edgardo P. Cruz, concurring; rollo, pp. 20-30.

[2] Penned by Voluntary Arbitrator Jose A. Cabatuando, Jr.

[3] Rollo, p. 20.

[4] CA rollo, pp. 35-36.

[5] G.R. No. 103090, September 21, 1993, 226 SCRA 639.

[6] Id. at 644.

[7] Rollo, p. 43.

[8] CA rollo, pp. 41-43.

[9] Id. at 42-43.

[10] Id. at 65.

[11] Id. at 66.

[12] Id. at 152.

[13] Id. at 70, 77.

[14] Id. at 51-53.

[14] Id. at 126-127.

[16] Id. at 45.

[17] Id. at 30.

[17] Id. at 123.

[19] Id. at 116, 126-127.

[20] Id. at 36.

[21] Id. at 40.

[22] Id. at 36-38.

[23] Id. at 38-40.

[24] Id. at 7-28.

[25] Id. at 14.

[26] Id. at 289-298.

[27] Id. at 298.

[28] Supra note 5.

[28] CA rollo, pp. 296-297.

[30] Id. at 293-294.

[31] Id. at 302-310.

[32] Id. at 344-346.

[33] CA rollo, p. 105.

[34] International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), et al. v. White Motor Corporation, et al., 505 F.2d 1193 (1974); Cliftex Corporation vs. Local 377, New England Regional Joint Board, Amalgamated Clothing and Textile Workers Union, AFL-CIO, CLC, 625 F.Supp. 903 (1986); Excel Corporation v. United Food and Commercial Workers International Union, Local 431, 102 F.3d 1464 (1996); Local No. 7 United Food and Commercial Workers International Union v. King Soopers, Inc., 222 F.3d 1223 (2000); and Association of Cleveland Fire Fighters, Local 93 of the International Association of Fire Fighters v. City of Cleveland, 793 N.E.2d 484 (2003).

[35] Association of Cleveland Fire Fighters, Local 93 of the International Association of Fire Fighters v. City of Cleveland, supra, citing Mahoning Cty. Bd. of Mental Retardation & Developmental Disabilities v. Mahoning Cty. TMR Edn. Assn., 22 Ohio St.3d 80, 22 OBR 95, 488 N.E.2d 872 (1986).

[36] Local No. 7 United Food and Commercial Workers International Union v. King Soopers, Inc., supra.

[37] Excel Corporation v. United Food and Commercial Workers International Union, Local 431, supra.

[38] Cliftex Corporation v. Local 377, New England Regional Joint Board, Amalgamated Clothing and Textile Workers Union, AFL-CIO, CLC, supra.

[39] Association of Cleveland Fire Fighters, Local 93 of the International Association of Fire Fighters v. City of Cleveland, supra.

[40] Local No. P-1236, Amalgamated Meat Cutters & Butcher Workmen of North America, AFL-CIO v. Jones

Dairy Farm, 519 F.Supp. 1362 (1981).

[41] United Steel Workers of America v. Warrior and Gulf Navigation Company, 363 U.S. 574, 80 S.Ct. 1347, 4 L.Ed.2d 1409 (1960).

[42] Article 1370, New Civil Code.

[43] International Union, et al. v. White Motor Corporation, supra.

[44] Cliftex Corporation v. Local 377, New England Regional Joint Board, supra.

[45] Article 1371, New Civil Code.

[46] Excel Corporation v. United Food and Commercial Workers International Union, Local 431, supra.

[47] Cliftex Corporation v. Local 377, New England Regional Joint Board, supra.

[48] CA rollo, pp. 63-64.

[49] Unicorn Safety Glass, Inc. v. Basarte, G.R. No. 154689, November 25, 2004, 444 SCRA 287, 296-297.

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