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**REPORT No. 55/20**  
**PETITION 314-11**  
REPORT ON ADMISSIBILITY

NATIONAL ALCOHOLIC BEVERAGES INDUSTRY WORKERS  
UNION (SINTRABECOLICAS) HUILA DIVISION  
COLOMBIA

Approved electronically by the Commission on February 26, 2020.

**Cite as:** IACHR, Report No. 55/20. Admissibility. National Alcoholic Beverages Industry Workers Union, SINTRABECOLICAS, Huila Local. Colombia. February 26, 2020.

**I. INFORMATION ABOUT THE PETITION**

Petitioner	Fermín Vargas Buenaventura
Alleged victim	Alfredo Tovar Bautista y otros <sup>1</sup>
Respondent State	Colombia
Rights invoked	Articles 16 (freedom of association) and 25 (judicial protection) of the American Convention on Human Rights <sup>2</sup> ; 7 (just, equitable and satisfactory conditions of work) and 8 (trade union rights) of the Additional Protocol to the American Convention on Human Rights in the Area of Economic, Social and Cultural Rights “Protocol of San Salvador” <sup>3</sup> ; XIV (work and fair remuneration) of the American Declaration on the Rights and Duties of Man <sup>4</sup> ; and other international instruments <sup>5</sup> .

**II. PROCEEDINGS BEFORE THE IACHR<sup>6</sup>**

Filing of the petition	March 11, 2011
Notification of the petition	June 14, 2017
State’s first response	July 5, 2018
Additional observations from the petitioner	December 14, 2018

**III. COMPETENCE**

<i>Ratione personae:</i>	Yes
<i>Ratione loci:</i>	Yes
<i>Ratione temporis:</i>	Yes
<i>Ratione materiae:</i>	Yes, American Convention (instrument of ratification deposited on July 31, 1973); San Salvador Protocol (instrument of ratification deposited on December 23, 1997)

**IV. DUPLICATION OF PROCEDURES AND INTERNATIONAL *RES JUDICATA*, COLORABLE CLAIM, EXHAUSTION OF DOMESTIC REMEDIES AND TIMELINESS OF THE PETITION**

Duplication of procedures and international <i>res judicata</i>	No
Rights declared admissible	Articles 8 (fair trial), 16 (freedom of association), 25 (judicial protection) and 26 (economic, social and cultural rights) of the American Convention in relation to its articles 1.1 (obligation to respect rights) and 2 (domestic legal effects); article 8.1(a) (trade union rights) of the San Salvador Protocol; Article XIV (work and fair remuneration) of the American Declaration.
Exhaustion or exception to the exhaustion of remedies	Yes, in the terms of Section VI
Timeliness of the petition	Yes, in the terms of Section VI

<sup>1</sup> The petition refers to 45 alleged victims that are listed in the annex.

<sup>2</sup> Hereinafter, “the American Convention” or “the Convention”.

<sup>3</sup> Hereinafter, “the San Salvador Protocol”.

<sup>4</sup> Hereinafter, “the American Declaration” or “the Declaration”.

<sup>5</sup> International Covenant on Civil and Political Rights; International Covenant on Economic, Social and Cultural Rights; Universal Declaration of Human Rights, African Charters on Human and Peoples Rights; Convention 87 of the International Labor Organization “Freedom of Association and Protection of the Right to Organize”; Convention 98 of 1949 of the International Labor Organization “Right to Organize and Collective Bargaining Convention”.

<sup>6</sup> The observations from each party were duly notified to the other party.

## V. SUMMARY OF ALLEGED FACTS

1. Fermín Vargas Buenaventura (hereinafter “the petitioner”) denounces alleged violations to the human rights of 45 individuals who worked for a state-owned company (hereinafter “the alleged victims”) claiming that they were illegally pressured to sign an agreement in which they accepted modifications to their collective bargaining agreement in exchange for the commitment that said company would not be closed; agreement that was subsequently breached resulting in the alleged victims being fired from their jobs. It also alleges that 12 of the alleged victims who were protected by their rights as union representatives at the time of their dismissal obtained a final favorable sentence ordering their reinstatement for violation of said rights, which was not fulfilled.

2. The petitioner points out that the alleged victims worked in the Liquor Industry of Huila<sup>7</sup> (hereinafter “the company”) until mid-1998, when they were massively dismissed. He adds that all were affiliated with the National Alcoholic Beverages Workers Union, Sintrabecolicas, Huila Division and that their employment relationship was governed by the collective bargaining agreement. He reports that since the end of 1996, a list of petitions submitted by the union had been negotiated, with almost all points agreed, except the clauses related to the retirement pension. It alleges that the company and the Departmental Government of Huila conditioned the signing of the collective agreement to the modification of these clauses and that they threatened to liquidate the company if they were not modified, so the Governor of the department presented a project to the departmental assembly for the liquidation of the company. He argues that in fear of being fired in a possible liquidation, the union agreed to modify the conventional clause on retirement pension and liquor donation in exchange for the commitment of the departmental government not to liquidate the company; Therefore, on January 29, 1997, with these changes, a new collective bargaining agreement was signed for the years 1997-1998. In addition, on the same day a minute of labor conciliation was signed in which, among other things, it was established that:

Liquor Industry of Huila and the departmental Government commit to Sintrabecolicas that, simultaneous to the signing of the collective bargaining agreement, a request will be filed to suspend the discussion of the draft ordinance, related to Liquor Industry of Huila, whereby an industrial and commercial company of the department is liquidated, currently before the Departmental Assembly, and commit that a similar or identical bill will not be introduced for the remainder of this government.

3. The petitioner points out that on January 30, 1997, the Governor sent to the President of the Departmental Assembly a note requesting the suspension that was agreed to, which the latter disregarded and proceeded to pass the draft ordinance. The petitioner alleges that the events were a “deceit” to the workers because the collective bargaining agreement was modified but the government breached what had been agreed to during conciliation. He adduces that the eagerness of the Governor to liquidate the company and dismiss all its workers without regard to the agreement was based on his will to concede the monopoly of liquor production to a private company owned by a close relationship and sponsor of his, whom was in fact later on given concession over production for ten years. The petitioner considers that this excessive eagerness was evidenced in minutes from April 9, 1997, in which the Board of Directors of the company, presided over by the Governor, informed that the legal counsel “has a lawsuit ready with regards to the removal of legal protection for union representatives” and requested the counsel “to follow the situation closely so that the judge cooperates and guarantees results in three months”. He argues that the expression “so that the judge cooperates” is indicative of influence peddling. He adds that the deceit was also evidenced by the behavior of the Governor who, once the ordinance was approved, signed the liquidation of the company without objections and, on April 15, 1997, he authorized the first dismissals, which continued until July 31, 1997.

4. The petitioner states that the minutes of agreement have binding force and nature of res judicata and thus the workers requested that it be complied with before the Third Labor Court of the Circuit of Neiva, who ruled against them and ordered them to pay the costs of the procedure on October 20, 2006. On August 21, 2007, the Superior Court of Neiva confirmed this decision in second instance. He points out that the court considered that, since the governor undertook only to “request the suspension” of the discussion of the draft ordinance, his obligation was not of result because there was no “commitment with respect to the results

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<sup>7</sup> An industrial and commercial company belonging to the Department of Huila.

that said petition could have". On September 21, 2010 the decision was again confirmed in cassation by the Labor Chamber of the Supreme Court of Justice.

5. The petitioner alleges that the minutes of agreement between the union, the government and the company had binding force and the nature of *res judicata*. He considers that, by refusing to demand compliance with what was agreed in the labor conciliation, the courts violated the right of the alleged victims to judicial protection in connection with the freedom of association highlighting that the principle of collective bargaining is reflected in ILO conventions. He maintains that the alleged victims were victims of a deception, evidenced in the governor's conduct, and that the labor judges endorsed that deception by contravening the law and jurisprudence.

6. In addition, he points out that 12 of the alleged victims were protected by the legal rights of union's representatives at the time of their dismissals, so that these 12 people filed a labor lawsuit against the company and the Department of Huila. On September 27, 2002, the Third Labor Court of the Circuit of Neiva concluded that the 12 persons "possessed the status of public officials during the time they worked for the Department of Huila" and that they had been removed from service without just cause, unilaterally and without prior authorization of the labor judge, in violation of their legal rights as union representatives; for which he ordered their reinstatement "in any of the departments of the departmental administration", as well as the payment of salaries they had not received. The sentence was subsequently confirmed by the Superior Court of Neiva on February 13, 2004, thus configuring and executing *res judicata*. He points out that on August 20, 2004, the Governor unilaterally issued a resolution to "declare the legal and physical impossibility of complying with the reinstatement order" based on the fact that "there are no positions in organizational structure or staff of the Central Administration that can be performed by official workers; neither are there functions that can be served by official workers, nor is there a budget or appropriation to pay for their services ". Then, on August 27, 2004, he issued another resolution to pay the plaintiffs the wages that, unilaterally, he considered the government owed. He points out that the government then also paid a compensation, which it also set unilaterally.

7. He points out that, given the governor's refusal, the 12 people filed an executive claim requesting compliance with the sentence that ordered their reinstatement and the payment of the salaries that they did not receive, requesting in the alternative the payment of compensatory damages in case the reinstatement was not fulfilled or was deemed impossible to comply with. On October 28, 2004, the Third Labor Court of Neiva denied the claim, a decision that was confirmed in second instance on June 17, 2005 by the Superior Court of Neiva. He claims that the courts held that reinstatement was impossible without further evidence than the unilateral assertion of the employer and determined, in contravention of the law, that the request for compensatory damages for breach of sentence did not proceed within the executive claim and should be requested through of ordinary process. They argue that to justify their decision, these courts were based on jurisprudence of the Supreme Court of Justice<sup>8</sup> that has been censured by the International Labor Organization (hereinafter "ILO") for being a violation of freedom of association.<sup>9</sup>

8. He argues that the breach of the final judicial ruling favorable to the 12 alleged victims protected by the legal rights of union representatives implies a violation of the right to judicial protection. He adds that the Code of Civil Procedure contemplated the collection of compensatory damages for breach of obligations to do within the executive claim, so it was unjustified that the courts required the plaintiffs to go to an ordinary process to claim these. He alleges that the guidelines of the Constitutional Court required that the impossibility of reinstatement be determined in an ordinary process with the appearance of the worker; however, the governor declared it unilaterally and then the courts considered it valid without further examination. In addition, they argue that the judicial ruling favorable to these 12 persons established two obligations for the State (the payment of the salaries left unpaid and the reinstatement of the plaintiffs) but they were only paid benefits and salaries they had ceased to receive up to the date of the sentence that ordered the reinstatement; but the reinstatement was not executed and they were only granted compensation unilaterally set by the governor that does not amount to full compensation for the breach of the reinstatement

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<sup>8</sup> As indicated by the sentence of December 2, 1997, of the Labor Chamber of the Supreme Court of Justice (Rad. 10157) which establishes that "... if the employer, ignoring the law, proceeds to partially or completely close the company and this circumstance leads to the termination of labor contracts, it is legally inadmissible to claim the reinstatement even if it is contemplated in law ...", and that in such cases the person affected only has the option of compensation, which must be claimed through an ordinary proceeding.

<sup>9</sup> Citing Committee on Freedom of Association, Governing Body, ILO, 330<sup>a</sup>, Case 1962

order. Therefore, they maintain that the state has not complied with the judicial ruling issued in their favor in what relates to the reinstatement.

9. He considers that domestic remedies were exhausted by the decision of the Labor Chamber of the Supreme Court dated September 21, 2010, which denied the claims of the workers related to the fulfillment of the minutes of the agreement.

10. In turn, the State affirms that the alleged facts do not characterize human rights violations. It considers that the petitioner improperly intends that the Commission acts as a fourth instance to review decisions with which it disagrees and which emanated from competent, independent and impartial domestic courts. He notes that the Inter-American System is not the appropriate forum to dispute the body of evidence or the legal qualification made by the domestic courts. It highlights that the mere fact that an appeal has not produced a favorable result to the claimant does not imply a violation of judicial protection.

11. The State points out that the alleged victims were grouped separately (those that had and did not have the protection afforded by legal rights as union representatives) that pursued their claims through separate judicial procedures<sup>10</sup>. In the case of the alleged victims who did not have legal rights as union representatives, it indicates that the courts determined that, although the agreed conciliation complied with the formal requirements of validity, it was ineffective because the governor did not have full powers to negotiate the suspension of the project that ordered the liquidation of the company, said suspension depending not only on him but also on the will of the Departmental Assembly who did not sign the agreement. It argues that it cannot be inferred that, from the minutes of agreement whose compliance is claimed, emanated an obligation of result when it clearly indicated that the departmental government was committed to “requesting” the suspension of the project, making it clear that the parties referred to an external subject not involved in the conciliation process

12. The State also points out that the courts concluded that these persons were not protected by any legal rights that required the company to request permission from the labor authorities to effect their dismissal; with the exception of Yaneth Cecilia Meneses Hoyos, who had protection because she was pregnant at the time of her dismissal, a pregnancy that had been notified to the employer. Based on the applicability of a prescription exception in the case of the worker with pregnancy protection and the absence of protection in the other cases, the courts considered that the dismissals were effective although without just cause. Therefore, the reinstatement was not applicable but only the payment of compensation established by law for cases of dismissals without cause. The State highlights that this compensation was calculated and paid in due form.

13. With regards to the 12 alleged victims that had protection arising from their legal rights as union representatives, the State points out that the courts acknowledged the violation of the protection and ordered their reinstatement. However, the Government of Huila adopted a resolution about the impossibility of fulfilling the reinstatement, grounded in the liquidation of the Liquor Industry in the Department and in the inexistence in the personnel structure of the Department of equivalent positions to those held by these individuals<sup>11</sup>. The State holds that a declaration of impossibility of fulfillment of the reinstatement through a properly grounded resolution was the procedure established by the jurisprudence of the Constitutional Court and the Council of the State.

14. The State points out that the Governor then proceeded to pay the unpaid wages until the date of issuance of the resolution that declared the impossibility of reinstatement, and the corresponding legal readjustments. It indicates that in the executive process instituted by these individuals, the courts applied the jurisprudence of the Constitutional Court with respect to the fact that “there is no place for the reinstatement of workers who enjoy or not union rights, when the termination of the labor relationship is due to the abolition of the position or legal disappearance of the entity” and with regards to the fact that the possible compensation for the damages that could have been caused by the administrative act that decreed the impossibility of the reinstatement corresponds to an ordinary process and cannot be determined in the executive process. The State adds that, after the executive process was exhausted, several claimants fragmented and initiated

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<sup>10</sup> In the case of the 12 alleged victims that enjoyed protection from legal rights afforded to them as union representatives, it points out that they initially took part in the procedure that was initiated by the rest of the victims to request compliance with the minutes of agreement but that they declined from it when they obtained the decision that ordered their reinstatement on the basis of the violation of their protection.

<sup>11</sup> Likewise, in the fact that the department lacked the budgetary appropriations to pay for the services of these individuals..

independent actions through the ordinary process demanding that they be paid the alleged damages owed to them for non-compliance with the reinstatement. The State points out that this resulted in more than 10 separate processes. In all of them, in the first and second instance, as well as in cassation, the conclusion was reached that the payment exception applied because the corresponding compensation according to the law were those that the government had already paid. The State argues that these people were compensated according to the applicable law because, as noted by the Supreme Court of Justice "although the dismissal occurred on the occasion of the impossibility of reinstatement, it can simply be qualified as a dismissal without just cause provided by law", so that compensation was correctly determined based on the regulatory regime applicable to the dismissals of official workers.

## **VI. EXHAUSTION OF DOMESTIC REMEDIES AND TIMELINESS OF THE PETITION**

15. The Commission observes that the petitioner has argued that the domestic remedies were exhausted with the decision of the Labor Chamber of the Supreme Court of Justice of September 21, 2010, which denied the claims of the workers with respect to compliance with the minutes of agreement. Likewise, it notes that the State has not indicated that there are non-exhausted domestic remedies that could be suitable for the petitioner's claims nor has it presented objections related to the deadline for submitting the petition; In addition, the State said that "the petitioners have supplied and exhausted the resources at their disposal."

16. With regards to the part of the petition that refers to the alleged victims that did not enjoy protection arising out of the legal rights of union representatives, the Commission notes that the domestic resources were exhausted by the decision of September 21, 2010. Therefore, and in light of the fact that the petition was filed on March 11, 2011, the Commission concludes that this petition meets the requirements of article 46.1 (a) and (b) of the American Convention.

17. With regards to the part of the petition that refers to the 12 individuals who enjoyed protection from their legal rights as union representatives, the Commission notes that the petitioners have only made reference to the executive procedure that they initiated, which concluded with a second instance decision on June 17, 2005. However, the State has explained that, after that, these persons filed individual complains in ordinary procedures which resulted in over 10 separate judicial procedures and made reference to four final cassation judgments in these procedures which were adopted in 2013 (2), 2014 and 2017<sup>12</sup>. The State does not detail the status of each of the procedures nor the date in which the latest decisions in the rest of the procedures were issued, nor has the petitioner submitted information about this. Regardless of these circumstances, the Commission appraises the following facts: (1) the State, that has this information, has not submitted objections relation to the timeliness of the petition and has expressed that "the petitioners have had recourse and have exhausted the remedies that were available to them" and (2) the dates of the four final cassation decisions in the ordinary procedures that were informed by the State. In light of the appraisal of such facts, the Commission concludes that this petition meets the requirements of article 46.1 (a) and (b) of the American Convention.

## **VII. COLORABLE CLAIM**

18. The Commission notes that, with regards to the 33 alleged victims that did not enjoy protection from legal rights as union representatives, these petitions includes allegations to the effect that, in the context of collective bargaining, State agents acted in concert to illegitimately pressure the alleged victims (under threat of possible liquidation of the company for which they worked) for the purposes of having them agree to a modification of the collective bargaining agreement that protected them; that the departmental governor willfully deceived the alleged victims by committing to request the suspension of the treatment of the draft ordinance to liquidate the company, when his intent was always that the liquidation take place; and that the domestic courts did not protect the alleged victims because they endorsed the liquidation of the company in spite of the obvious deceit and the fact that the alleged victims had fulfilled their part of the settlement by accepting the modification of the collective bargaining agreement.

19. With regards to this first aspect of the petition, the Commission considers it pertinent to remember that it is competent to declare a petition admissible and to rule on its basis when the contested

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<sup>12</sup> Relating to the following alleged victims: José Sánchez Solano (March 6, 2013), Ángel Dionisio Ramírez Rosario (May 8, 2013), Lilibian Gutiérrez García (June 25, 2014) and Hilma Rivas Brand (February 8, 2017)

judgment can materially affect any right guaranteed by the American Convention<sup>13</sup>. It also considers it useful to resort to the Committee on Freedom of Association of the ILO Governing Body which has established that there are two fundamental principles that apply to collective bargaining: (i) free and voluntary negotiation<sup>14</sup>; and (ii) negotiation in good faith<sup>15</sup>. In this regard, the Commission considers that the State has the responsibility of guaranteeing the effective recognition of the right to collective bargaining in the field of work, which means, for example, to discourage conduct contrary to good faith or unfair practices by the parties, either at the beginning or in the negotiation process, that is, taking appropriate measures to ensure compliance and protection of what was agreed; the State must also promote collective bargaining respecting the autonomy of the parties involved and the free and voluntary nature of the process under the applicable standards. Similarly, the Commission reminds that workers are presumed to be the weak part of collective bargaining.

20. In relation to the part of the petition that refers to the 12 alleged victims that enjoyed protection from their legal rights as union representatives, the Commission notes that the parties agree that such protection was breached, which was recognized by domestic courts and resulted in a sentence ordering the reinstatement of these individuals to the departmental administration. The parties also agree on the fact that the government paid compensation after declaring through a resolution that it was impossible to fulfill the order for reinstatement. The allegations of the petitioner include: that the reinstatement was not impossible; that the declaration of impossibility of reinstatement should not have been unilateral but rather through a previous judicial procedure in which workers were involved; that the courts did not grant them effective judicial protection because they did not examine in depth whether the reinstatement was actually impossible; that the courts refused to hear their request for full compensation as an alternative to the fulfillment of the reinstatement in the context of the executive procedure for compliance with the sentence and demanding that they file this claim in a long ordinary process; that the failure to comply with a judicial order demanding reinstatement for violation of the protection afforded by legal rights as union representatives is a different situation from a dismissal without just cause, and therefore demands full reparation which is different from the mere payment of compensation established by law for causes of dismissal without just cause of workers that do not enjoy protection from legal rights afforded to them as union representatives.

21. With regards to this second aspect of the petition, the Commission deems it pertinent to remind that it has already recognized that the right to judicial protection implies the obligation of the State to guarantee compliance with decisions in which a claim has been deemed admissible and has already warned that “when an organ of the State does not wish to carry out a judicial ruling that has gone against it, it may try to ignore the ruling by simply failing to observe it, or it may opt for more or less elaborate methods that will lead to the same objective of rendering the ruling ineffective, while trying to maintain a certain appearance of formal validity in its proceedings”.<sup>16</sup>

22. In light of these considerations and after examining the elements of fact and law presented by the parties, the Commission considers that the allegations of the petitioner are not manifestly unfounded and require a study in the merits stage as the alleged facts, if corroborated, could be characterized as violations to articles 8 (fair trial), 16 (freedom of association), 25 (judicial protection) and 26 (economic, social and cultural rights) of the American Convention in relation to its articles 1.1 (obligation to respect rights) and 2 (domestic legal effects); as well as of article 8.1(a) (trade union rights) of the San Salvador Protocol.

23. With regards to the alleged violations of Article XIV (work and fair remuneration) of the American Declaration, the Commission considers that the facts of the case could, if corroborated, be characterized as violations to this article. However, the Commission has previously established that, once the American Convention enters into force in relation to a State, it is it and not the Declaration that becomes the primary source of law applicable by the Commission, to the extent that the petition refers to the violation of rights that are identical in both instruments and does not constitute a continued violation. In relation to the claim concerning this article, and in addition to the discussion concerning the primary source of applicable law, and considering that article 26 of the Convention makes a general reference to economic, social and cultural

<sup>13</sup> IACHR. Report No. 72/11, Petition 1164-05. Admissibility. William Gómez Vargas. Costa Rica. March 31, 2011, para. 52.

<sup>14</sup> ILO. Freedom of Association: Compilation of decisions of the Committee on Freedom of Association. Geneva: ILO, 6th edition, 2018, para 1313.

<sup>15</sup> ILO. Freedom of Association: Compilation of decisions of the Committee on Freedom of Association. Geneva: ILO, 6th edition, 2018, para 1327.

<sup>16</sup> IACHR, Report N° 110/00 (merits), Case 11.800, César Cabrejos Bernuy, Perú, December, 2000, para. 33.

rights and that these need to be determined in connection with the OAS Charter and applicable instruments, the Commission considers that in cases where a specific violation of the Declaration related to the general content of article 26 is claimed, its analysis must be performed at the merits stage.

24. With regards to the alleged violations to article 7 of the San Salvador Protocol and to instruments of the Universal System for the Protection of Human Rights and of the International Labor Organisation, the IACHR lacks *ratione materiae* to pronounce itself on their possible violation in the context of analyzing an individual petition, although it may have resort to the standards set forth in these instruments to for the purposes of interpreting the rules of the Convention in light of its article 29<sup>17</sup>.

#### **VIII. DECISION**

1. To find the instant petition admissible in relation to Articles 8, 16, 25 and 26 of the American Convention on Human Rights, in connection with its Articles 1(1) and 2; to article 8.1(a) of the San Salvador Protocol; and to article XIV of the American Declaration.

2. To notify the parties of this decision; to continue with the analysis on the merits; and to publish this decision and include it in its Annual Report to the General Assembly of the Organization of American States.

Approved by the Inter-American Commission on Human Rights on the 26<sup>th</sup> day of the month of February, 2020. (Signed): Joel Hernández, President; Flávia Piovesan, Second Vice President; Margarete May Macaulay, Esmeralda E. Arosemena Bernal de Troitiño, Julissa Mantilla Falcón, and Stuardo Ralón Orellana, Commissioners.

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<sup>17</sup> IACHR, Report No. 26/17. Petition 1208-08. Admissibility. William Olaya Moreno and family. Colombia. March 18, 2017, para. 9.



### **List of Alleged Victims**

#### Enjoying protection from legal rights as union representatives

1. Irma Castañeda Ramírez
2. Edison Muñoz Rojas
3. José Javier Lasso Sánchez
4. Ángel Dionisio Ramírez Rosario
5. William Gentil Trujillo Carvajal
6. Álvaro Gutiérrez Pérez
7. Hernán Ramiro Londoño
8. Hilma Rivas Brand
9. Reinel Campos Polanía
10. Luis Humberto Serna Mora
11. Liliana Gutiérrez García
12. José Sánchez Solano

#### Not enjoying protection from legal rights as union representatives

13. Alfredo Tovar Bautista
14. Amanda Cecilia Gómez Collazos
15. Carmen Montaña Gómez
16. Dabeiba Chacón Rodríguez
17. Delia Chaux Bautista
18. Diva González de Trujillo
19. Emérita Cuenca Andrade
20. Emma Raquel Martínez Herrera
21. Gloria Maritza Sánchez
22. Gustavo Zabala Méndez
23. Hermes Medina García
24. Hernán Quintero
25. Herney Cruz Bautista

26. Jaime Pastrana Ramírez
27. Jesús Bravo Castro
28. Luis Alfonso Collazos Rojas
29. Luis Eduardo Solórzano Hernández
30. Luis González Fiero
31. Luis Medardo Herrera Rivera
32. Luz Helena Cante Cruz
33. Luz Marina Pérez de Gómez
34. Marisol Bohórquez Martínez
35. Martha Elena Vargas Leiva
36. Martha Lilia Urrea Polanco
37. Martha Yineth Guzmán Tafur
38. Miguel Antonio Chávez Montealegre
39. Miriam Cecilia Chacón Mosquera
40. Overth Castro Fonque
41. Pacifico Charry Reyes
42. Reinaldo González Perdomo
43. Ricardo Perdomo Hernández
44. Rubiela Oino Betancourt
45. Yaneth Cecilia Meneses Hoyos