

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
SECOND DIVISION**

**ESSO PHILIPPINES, INC. (now
PETROPHIL CORPORATION),
*Petitioner,***

-versus-

**G.R. No. L-36545
January 26, 1977**

**MALAYANG MANGGAGAWA SA ESSO
(MME), PHILIPPINE FEDERATION OF
PETROLEUM WORKERS (PFPW) and
the COURT OF INDUSTRIAL
RELATIONS,**

Respondents.

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DECISION

BARREDO, J.:

Petition for Review of the En Banc Resolution dated February 5, 1973 of the defunct Court of Industrial Relations in Case No. 64-IPA thereof, whereby the said court set aside the order of its trial court of September 4, 1972 dismissing the petition of herein private respondents for the execution of the decision of this Court in G.R. Nos. L-26386 (Philippine Federation of Petroleum Workers etc., et al. vs. Court of Industrial Relations, et al.) and L-26355 (Esso Standard Eastern Inc. vs. Philippine Federation of Petroleum Workers, etc. et

al.) of February 27, 1971, in which the judgment dated April 27, 1966, of the Industrial Court in the above-mentioned Case No. 64-IPA to the following effect:

“WHEREFORE, in view of the foregoing this Court hereby orders:

- (1) By way of supplementing the Partial Decision of this Court of November 27, 1965 and relative to Demands Nos. 1, 2, 3, 5 and 9:
 - (a) Respondent company is allowed to abolish the positions of Assistant Truck Drivers or truck helpers and fillers;
 - (b) The can plant of respondent company is hereby allowed to be closed and those employees, if any, remaining as Can Plant Operators after the redundancy program is completed, will be transferred to other plant duties and, when reassigned, their position titles will not be changed nor will their wages presently earned be reduced;
 - (c) The terms and conditions of employment of employees assigned to the Manila International Airport or JOCASP shall be the terms embodied in paragraph 5(f) of the Return to Work Agreement of November 12, 1965;
 - (d) The immediate reinstatement of Rodolfo Espiritu and Reynaldo Recio is denied. Respondent company is, however, enjoined to give preference to the re-employment of these persons;
 - (e) The Memorandum Agreement of January 6, 1965 (Exhibit ‘B’) is hereby declared valid, without prejudice to issues arising from the same and now pending in CIR Cases Nos. 3903-

ULP, 3934-ULP, 1459-MC, 4289-ULP and 4301-ULP as mentioned in paragraph 7 of the Return To Work Agreement of November 12, 1965;

(2) Demand No. 7 is granted subject to the following conditions:

(a) All employees who were retired at 55 years or over and below 60 years shall be entitled to reinstatement, provided, any benefits received by them on account of said retirement shall first be reimbursed to respondent company, to start not less than sixty (60) days from receipt of this Decision and to be deducted monthly from their pay envelopes in twelve equal installments.

SO ORDERED.” (Pages 308-310, Record.)

Was modified as follows:

“ACCORDINGLY, judgment is hereby rendered affirming the decision appealed from insofar as paragraph 1, sub-paragraph (b), (d) and (e) as well as paragraph 2, sub-paragraph (a) of the dispositive part thereof (supra) are concerned; the award in said paragraph 2(a) disauthorizing the advanced retirement of employees is however modified in the manner indicated in the last paragraph of paragraph 1 of this decision. The respondent court’s denial of the two demands covered in paragraph 1(a) and (c) of the dispositive part of the appealed decision is set aside, and the abolished positions and withdrawn benefits are ordered restored, as prayed for. With costs in both cases against Esso Standard Eastern, Inc.” (Page 644, Record.)

When private respondent, Malayang Manggagawa sa Esso, (MME, for short) sought the execution of this judgment of the Supreme Court, the trial court, in its order of September 4, 1972 referred to above, correctly delineated the problem before it thus:

“Based on the decision of the Supreme Court, earlier adverted to, the following portions of the Decision of this Court will have to be determined, and should be the subject of execution; to wit:

1. The restoration of the abolished positions of Assistant Truck Drivers or truck helpers and fillers;
2. The restoration of transportation and meal allowances to those employees assigned by the company to the Manila International Airport or JOCASP Units;
3. All compulsorily prematurely retired employees shall be paid backwages from date of such premature retirement to the date of their contractual compulsory retirement at age 60; they shall be entitled likewise to the retirement benefits stipulated under the collective bargaining agreement of April 8, 1963 or subsequent renewals thereof. from which must be deducted however, the amount of any benefits received by them on account of and at the time of their premature retirement.

We cannot go beyond any question as G.R. Nos. L-26346 and L-26355, states expressly as follows:

X X X

In the light of this fait accompli which impeded the total settlement of the urgent dispute to the prejudice of the workers, the Court will proceed to the review of the trial court's decision on the limited issues and demands taken cognizance of and subject of the present appeals. These six demands of the striking union are the following:

‘No. 1. — that the position of assistant truck drivers or truck helpers and fillers should not be abolished;

No. 2. — In the event that the Can Plant is closed, all employees therein will be transferred to other plant duties and their position titles will not be changed

nor will their wages presently earned be reduced;

No. 3. — No change in terms and conditions of employment of employees assigned now to the Manila International Airport of JOCASP which includes, among others, meal allowances and overtime shall be made;

No. 5. — That Rodolfo Espiritu and Reynaldo Recio, Vice-President and Secretary, respectively, of petitioner union be reinstated immediately;

No. 7. — The retirement age of employees shall be 60, as has been the previous practice of the Company, and all those who have been retired earlier than the age of 60 shall be reinstated; and,

No. 9. — The Memorandum of Agreement dated January 6, 1965 be declared invalid and that any loss of benefits by reason of the reinforcement of such agreement be restored to the employees concerned.'

Before proceeding, however, on the determination on the matter which shall be the subject of the execution, we must also take note that in said G.R. Nos. L-26346 and L-26355, the Supreme Court criticized the manner with which the four demands of the MME were made dependent in two other pending cases in this Court. These demands we again quote from the decision itself:

X X X

'These four dismissed demands involved three demands of the striking union for reinstatement with backwages of its members, strike duration pay and discharge of all scabs, strike breakers or replacements and the giving back of such positions to the returnees to work, and stoppage of further acts of discrimination and coercion against the striking union members and were held by the trial court

to depend on the determination of the legality of the strike as well as the alleged confabulation between the company and the rival union, the Citizens Labor Union (CLU) which were issues reserved by the parties' agreement for resolution by other branches of the industrial court in two pending cases of unfair labor practice (cases Nos. 4298-ULP and 4301-ULP).'

While the Supreme Court, declared that the non-inclusion of these demands in the above-entitled case as erroneous, yet it has so stated that the review of the case is and will only be limited to the decision of this Court of April 27, 1966. It is clear from the Supreme Court's decision that, while it was deciding the issues raised actually on appeal, the outcome of the other cases reserved by the parties were equally to be considered. Not only did the Supreme Court decided the limited issues that were heard and tried by this Court but the Supreme Court was also aware that its own decision is limited in scope.

Before proceeding further, the Court takes note of the statement of the Supreme Court that the procedure adopted by us is erroneous in splitting the demands, which the Honorable Court likewise stated was partly the fault of the parties who agreed to the same. This statement is quite unfortunate. The issues and demands raised and litigated in this case are all related to strike of the petitioner MME of February 19, 1965. The other demands raised by the petitioner which were not resolved herein (by their own agreement) did not originate from the same strike. Case No. 3934-ULP upon which the other demands are related refers to other strike, that is, of October 4, 1963 occurring two years before the strike under discussion in the present case, when the present membership composition of the MME were then under another labor organization. Involving as they do different causes of action under totally different conditions and causes of the labor disputes, there would be no basis it is honestly believed in consolidating the same under the present case.

The Supreme Court appears to have recognized that certain other issues have to be litigated and determined in the other salas of the Court which by as shown by the decisions in said reserved cases

inevitably changes the character of the present motion for execution. We again quote:

X X X

On November 13, 1965, the striking union MME, affiliate of the Philippine Federation of Petroleum Workers and the employer company, Esso Standard Eastern, Inc. (ESSO), concluded without the trial court's intervention, a return-to-work agreement pending the resolution of their labor dispute by the industrial court, which was granted in a partial decision dated November 27, 1965, enjoining the parties to comply with the terms thereof.

This gave peculiar aspect to the case at bar, as noted by the trial court itself in its decision is that 'The parties to the labor dispute have agreed on a set of proposals to be litigated as issues in this case, and the named parties have by express stipulation reserved determination of other issues in cases now pending determination in other branches of the Court.'

Thus of eleven demands filed by the striking union after the filing of the joint motion for approval of the return-to-work agreement dated November 12, 1965 although the trial court had earlier issued in open court an order on November 5, 1965, for the union to formalize in a petition all its demands in connection with the case — the trial court in its decision at bar dismissed outright four demands since they are not any of those specifically provided as litigable issues in these proceedings and all issues in other cases pending before the different salas of the court of industrial relations. The parties themselves by the terms of their return-to-work agreement of November 12, 1965 have reserved these cases for judicial determination in the different salas where they area now pending consideration.

While none of the parties specifically assigned as error this irregular procedure, (since they were mainly responsible therefor in having split the issues and expressly reserved other issues for determination in the other cases pending in other branches of the industrial court), The Court takes note thereof and declares that such a procedure was erroneous. As noted by the trial court itself, this proceeding arises out

of a certification by the President of the Philippines under Section 10 of Republic Act No. 875 and per se indicates the degree of urgency required in the settlement of the terms and conditions of employment involved in the labor dispute. The industrial court, in such cases, is empowered to act therein with the broad powers and jurisdiction granted it by law, including the power of conciliation and compulsory arbitration; it is empowered to order the return to work of the workers with or without backpay, and 'shall not be restricted to the specific relief or demands made by the parties to the industrial dispute, but may include in the award, order or decision any matter or determination which may be deemed necessary or expedient for the purpose of settling the dispute or of preventing further industrial disputes.'

X X X

Concretely applied to the case at bar, the trial court, therefore, should not have approved the return to work agreement submitted independent and with exclusion of relevant issues by the parties, but as the branch where the dispute as certified by the President was docketed, required the consolidation, or arranged with the other branches for the joint trial, of all the other cases pending in the other branches, with the certification and compulsory arbitration case before it, after which it could have issued a return to work order, and thus avoided the anomalous situation confronting us where the full resolution of this certified dispute is deferred and made to await and depend on the separate decisions of the other branches of the industrial court in other cases. Certainly, the issues involved in said cases and covered by the four demands of the striking union dismissed outright by the trial court (since the parties were erroneously permitted to reserve them for separate determination by the other branches of the industrial court, as above stated) — delaying as they do with alleged acts of discrimination and coercion against the members of the striking union (MME) and of alleged confabulation between the company and the rival union (CLU) as well as with the legality of the strike — were hardly segregable from the very core of the dispute which the trial court was empowered and called upon to settle as a whole.

We believe that this would have been the most expeditious procedure to resolve all issues in the urgent industrial dispute certified to the industrial court as involving the national interest, unlike that followed in the case at bar, where the lower court was compelled to hand down its piecemeal decision, instead of conclusively settling the dispute as authorized by law, since resolution of the other related cases had to await the decision yet to be handed down by the other branches where they were pending. As a practical matter, this would have saved the time of the industrial court and parties and would avoid needless duplication of effort and hearings. More importantly, as a matter of public interest — since all the issues involved in the cases which gave rise to the industrial dispute and strike were all related and did not involve mere economic demands but unfair labor practice charges which are specially impressed with public interest — public policy would have been subserved by the consolidation or joint trial of all the cases to enable the industrial court to discharge its task of finally settling the dispute once and for all and preventing further industrial disputes, rather than leaving a number of related issues unresolved to await the decisions of other branches of said court.

In the light of this fait accomplie which impeded the total settlement of the urgent dispute to the prejudice of the workers, the Court will proceed to the review of the trial court's decision on the limited issues and demands taken cognizance of and subject of the present appeals. These six demands of the striking union were the following:

X X X
(Emphasis supplied)

The pertinent portion relating to the case mentioned in the return to work agreement and given validity both by this Court and the Supreme Court is quoted as follows:

X X X

- '7. This Return to Work Agreement shall not, in any way, be considered as a condonation of the strikes or stoppages of work or of the acts resulting in such strikes as stoppages of work, at the company's Pandacan Terminal and other locations prior to the execution of this Agreement

(including the work stoppage and strike of October 4, 1963 declared by the Citizens Labor-Union and its members, some of whom now compose the entire membership of the Malayang Manggagawa sa Esso, and the parties reserve the right to proceed with the cases they have respectively filed in the Court of Industrial Relations or in other courts, including CIR Cases Nos. 3908-ULP, 3934-ULP, 1459-MC, 4289-ULP, 4201-ULP and 64-IPA, arising out of or in connection with such stoppages of work and strikes, and this Agreement is without prejudice to the final decision of the Court in such cases.

X X X

In the light of the foregoing discussion as quoted above, the Supreme Court has:

- (1) Recognized the limited scope of its decision and as to how it will effect the employment relationship of the parties, the same is dependent upon the outcome of the different cases reserved by the parties themselves.
- (2) The foregoing situation itself was brought about by the parties own agreement which the Supreme Court acquiesced reluctantly.

In direct application therefor to the present motion for execution are the different cases pending in the other salas of the Court, which particularly should be cases 3934-ULP and 3903-ULP. The latter is a complaint by the Citizens Labor Union against the respondent, while the former is a complaint by the respondent company against the same union, and wherein the petitioner MME is an intervenor. The factual link in these cases is the undisputed circumstance that 'almost all if not all of the present members of the MME were members of the CLU, at the time of the herein mentioned cases. As narrated in the decision in said cases also, all the employees of the Pandacan terminal of respondent company with the exception of Victorio Eugenio were members of the Citizens Labor Union at the time of the strike. And the whole membership of the

petitioner MME, it is undisputed, were former members of the said CLU.

It would appear from the records of Case 3903-ULP that the charges filed by the union were dismissed. On the other hand, on June 2, 1967, this Court (Branch 11) promulgated a decision in Case 3934-ULP which has since then become final and executory. We quote the dispositive portion as follows:

X X X

The officers and members of the respondent Citizens Labor Union, including the individual respondents herein, who decided and staged the said illegal strike on October 4, 1963 shall be considered to have lost their status as employees of the complainant company without prejudice to whatever benefits and/or privilege they have already received and/or engaged under the then existing contracts and/or agreement.

X X X

The individual respondents named in the complaint in the above-entitled case (No. 3934) whom the court considered as having lost their status as employees and affected by the said proceedings were Sereno Saren, Amado Fuentes, Eliseo de los Reyes, Jesus Taladua, Gerardo Camet, Alejandro Tuvera, Elias Mapay, Rodolfo Javier, Adriano Fajardo, Leo Dikit, Crisanto Geronimo, Tomas Cruz, Numeriano Mallabo, Reynaldo Recio, Roman Yayer, Mario Inacay, Andres Arriola, Gregorio Sosing, Geronimo Bindoy, Jose Santos and Luciano Marbella.

Considering the finality of the foregoing quoted order, in which the Supreme Court likewise stated implicitly that these proceedings are subject to the reservation in relation to said Case 3934-ULP, we may not consider these individual respondents above-named as subject of the present motion for execution, since their termination from employment has finally been decreed.

On the other hand, will the other members of the present petitioner union, who were members of the CLU be affected in view of the Court's decision in said Case 3934-ULP wherein the opening phrase is 'The officers and members of the respondent Citizens Labor Union?' " (Pp. 97-105, Record.)

In brief, in the matter of the execution of the decision of this Court of February 27, 1971, the question has arisen as to whether or not said execution has become moot and academic, considering that before We could render Our decision, the Court of Industrial Relations had in the meantime finished ULP-3934 and held in its judgment therein, which subsequently became final, that "the officers and members of the respondent Citizens Labor Union,^[1] including the individual respondents (specifically named) herein, who decided and staged the said illegal strike on October 4, 1963 shall be considered to have lost their status as employees of the complainant company without prejudice to whatever benefits and/or privileges they have already received and/or earned under the then existing contracts and/or agreement". In other words, inasmuch as Our decision sought to be executed was, as may be seen above, expressly subject to the resolution of the issues then being litigated in other cases between the parties, and in precisely one of those cases, ULP-3934, the members of the CLU had been declared as having already lost their status as employees of the petitioner, petitioner maintains that the members of respondent MME (see footnote 1) who have accordingly been separated from the service may no longer be reinstated notwithstanding Our decision.

Resolving the issue thus raised by petitioner, the questioned en banc resolution of the Court of Industrial Relations held:

"Stated by the Trial Court, to which we subscribe, are the following:

'Based on the decision of the Supreme Court, earlier adverted to, the following portions of the Decision of this Court will have to be determined, and should be the subject of execution, to wit:

- ‘1. The restoration of the abolished positions of Assistant Truck Drivers or Truck Helpers and fillers;
2. The restoration of transportation and meal allowances to those employees assigned by the company to the Manila International Airport or JOCASP Units;
3. All compulsorily prematurely retired employees shall be paid back wages from date of such premature retirement to the date of their contractual compulsory retirement at age 60; they shall be entitled likewise to the retirement benefits stipulated under the collective bargaining agreement of April 8, 1963 or subsequent renewals thereof from which must be deducted, however, the amount of any benefits received by them on account of and at the time of their premature retirement.’

Under the Order of the Trial Court of September 4, 1972, which is now being sought to be reconsidered, all the foregoing enumerated matters appear intertwined with Case No. 3934-ULP, the dispositive portion of which states the following:

‘The officers and members of the respondent Citizens Labor Union, including the individual respondents herein, who decided and staged the said illegal strike on October 4, 1963 shall be considered to have lost their status as employees of the complainant company without prejudice to whatever benefits and/or privileges they have already received and/or enjoyed under the then existing contracts and/or agreement.’

The whole rationale of the Order in question is principally based on the aforequoted case. Both parties to the case do admit the relevance of said decision, considering that the present composition of the petitioner Malayang Mangagawa sa ESSO originally came from the Citizens Labor Union.

The Trial Court stated in its Order the following, and we quote:

‘The individual respondents named in the complaint in the above-entitled case (No. 3934) whom the court considered as having lost their status as employees and affected by the said proceedings were Sereno Saren, Amado Fuentes, Eliseo de los Reyes, Jesus Taladua, Gerardo Camet, Alejandro Tuvera, Elias Mapay, Rodolfo Javier, Adriano Fajardo, Leo Dikit, Crisanto Geronimo, Tomas Cruz, Numeriano Mallabo, Reynaldo Recio, Roman Yayer, Mario Inacay, Andres Arriola, Gregorio Sosing, Geronimo Bindoy, Jose Santos and Luciano Marbella.’

Of the aforementioned 21 respondents, we agree on the termination of their employment with respondent corporation by virtue of the finality of said decision. But we cannot agree to any supposed blanket authority in the decision similarly and adversely affecting other members of the CLU (now members of the MME). In relation to the present case, only these individuals specifically named should and must be considered terminated from employment for purposes of the proceedings for execution.

It is to be noted that the sala which promulgated the decision in Case No. 3934-ULP has not issued, on its own accord or by a motion for execution, any writ by way of applying the same on the so-called ‘other members who participated in the said illegal strike’. What has transpired is the termination of their employment by respondent company on December 8, 1967, a circumstance, therefore, which has not been sanctioned by the Court.

Further, the ‘other members’ mentioned in said decision have never been summoned to answer the complaint for unfair labor practices despite the fact that subsequently the respondent company deprived them of their employment. Fairness and equity, at least, demand that they should be given an opportunity to answer and defend themselves. For this reason

our Supreme Court has long discarded the principle of vicarious liability (Benguet Consolidated vs. BCI Employees and Workers Union, 23 SCRA 465).

We therefore vote, among others, to set aside the Order dismissing the motion for execution and to restore to their respective positions these assistant truck drivers and truck helpers or fillers, who are not named as individual respondents in said Case No. 3934-ULP and/or have not applied for termination, which termination was approved by the Court, and any monetary benefits received by them shall be deducted from whatever backwages they are entitled to receive.

Under the foregoing considerations, we vote also for the restoration of transportation and meal allowances to those employees assigned by the company to the Manila International Airport or JOCASP Units. This is called for and should be allowed, by way of granting the writ of execution.

With respect to the members of the MME who have retired at 55 years, the Trial Court in its Decision of April 27, 1966, thus stated, and we quote:

‘(2) Demand No. 7 is granted subject to the following conditions:

(a) All employees who were retired at 55 years or over and below 60 years shall be entitled to reinstatement, provided, any benefits received by them on account of said retirement shall first be reimbursed to respondent company, to start not less than sixty (60) days from receipt of this decision and to be deducted monthly from their pay envelopes in twelve equal installments.’

The Supreme Court in G.R. Nos. L-26345 and L-26355 in passing upon the determination of the lower court stated as follows:

‘The industrial court’s disauthorization of the advanced retirement must, therefore, be affirmed. However, in view of the time that has elapsed since its decision of April 27, 1966 without its reinstatement order for the employees prematurely retired at 55 years or over and below 60 years having been implemented due to this appeal, and they must by now have reached the stipulated retirement age of 60, the award should be modified to the effect that all such compulsorily prematurely retired employees shall be paid backwages from date of such premature retirement to the date of their contractual compulsory retirement at age 60; they shall be entitled likewise to the retirement benefits stipulated under the collective bargaining agreement of April 8, 1963 or subsequent renewals thereof from which must be deducted, however, the amount of any benefits received by them on account of and at the time of their premature retirement.’

We see no reason at all why the foregoing should not be executed in accordance with the modification imposed by the Supreme Court.” (pp 618-622, Record.)

According to petitioner, however, the foregoing ratiocination overlooks the fundamental consideration that the collective bargaining agreement of April 8, 1963, which according to the decision of this Court of February 27, 1971 “became the law between the company and each of its employees ‘only’ for the duration of the stipulated period up to July 8, 1966” and, therefore, “could no longer be subject to revision or reduction during the life of the agreement without the consent or ratification of the employees, and no worker could be deprived of such vested contractual right by subsequent unauthorized negotiations of the representative union” only during the effectivity of the then existing collective bargaining agreement or up to July 8, 1966. Accordingly, petitioner contends that prescinding already from the fact that the positions in question of assistant truck drivers (or truck helpers) and fillers were abolished by the agreement of January 6, 1965 between Esso and the CLU, (and were not carried over or provided for in the subsequent collective bargaining agreements of May 31, 1968 and June 30, 1971 between Esso and the National Citizens Labor Union) there could be no basis for the

reinstatement now of any such assistant truck drivers and fillers who have lost their employee status, and “at best”, they would be “entitled (only) to backwages computed from the time of their compulsory termination on February 15, 1966 up to July 8, 1966, the expiry date of the collective bargaining agreement which provided for their positions.”

While respondent MME more or less concedes the point thus raised by petitioner, it submits, on the other hand, that the question of validity of the collective bargaining agreements (of May 31, 1968 and June 30, 1971) entered into by petitioner with the National Citizens Labor Union, which MME insists is the same CLU which was disenfranchised by the decision in ULP-3934, is a matter that can still be ventilated by the parties during the process of implementing the execution of Our decision of February 27, 1971 which disauthorized the abolition of the positions in question. It is the position of MME that should these NCLU agreements be declared invalid, the automatic renewal clause of the April 8, 1963 agreement would become operative, which would mean that the positions in dispute continue and would stay until a new valid collective bargaining agreement abolishing them is entered into and made effective by the proper parties. Incidentally at this juncture, it may be stated that contrary to the view of petitioner, it is not correct to say that no issue of reinstatement is involved in the instant petition. It is too obvious for argument that since the abolition of said positions was declared by Us to be illegal and invalid, those adversely affected thereby should be reinstated, unless such reinstatement has become untenable, as precisely contended by petitioner, in consequence of the resolution of the other cases between the parties to which Our decision explicitly yields for the peculiar reasons therein stated. Indeed, such is the only sense in which Our decision could have any meaning and effect.

We find the position of MME to be well taken. At this stage and considering the state of the record and the issues presently before Us, We have no adequate basis for making any definite ruling as to the personality of the NCLU to represent the laborers and workers of Esso in the agreements of May 31, 1968 and June 30, 1971 and the consequent effects thereof upon the automatic renewal clause of the agreement of April 8, 1963 invoked by MME to be the one that should be enforced in the absence of any other valid collective bargaining

agreement either with it or with the NCLU. We agree with respondents that it would be best that the delimitations or extent of the rights acquired by the MME members under Our decision were determined by the respondent court (now the National Labor Relations Commission) in the proceedings for the actual execution of said decision. Otherwise stated, whether the positions of assistant truck drivers and fillers should be recreated by upholding the continued enforceability of the automatic renewal clause of the agreement of April 8, 1963, should the agreements of May 31, 1968 and June 30, 1971 be declared invalid, and whether the MME members concerned should be actually reinstated to their respective positions or be given only backwages up to July 8, 1966 (or May 31, 1968) are matters that cannot be resolved by Us in the case at bar. All that We can and do hold here is that it is incumbent upon the National Labor Relations Commission, as successor of the respondent court, to proceed to execute Our decision of February 27, 1971, disauthorizing the abolition of the positions in question, in a manner compatible with the foregoing qualifications.

The same observations hold true with respect to the issue of whether or not the transportation and meal allowances of those employees assigned by Esso to MIA and JOCASP should be restored. The detailed resolution of this matter depends on the question of how far the agreement of April 8, 1963 would still be enforceable in the light of the validity or invalidity of the agreements of May 31, 1968 and June 30, 1971.

Upon these premises, and pending the final determination of the validity of the agreements of May 31, 1968 and June 30, 1971 and their effect upon the automatic renewal clause contained in the April 8, 1963 collective bargaining agreement, there should be no legal obstacle to the immediate payment to those members of MME concerned (those holding positions of assistant truck drivers and fillers whose services were terminated by Esso on February 15, 1966) of the backwages from the time they were separated to July 8, 1966.

Before going into the matter of the alleged compulsory premature retirement, one important point in issue, which in fact vitally affects all the others, must be settled, namely, the extent of the individual responsibility of all the members of the CLU for the strike of October

4, 1963 which was declared illegal by final judgment of the Court of Industrial Relations in ULP-3934. Petitioner vehemently posits that in said judgment in ULP-3934, the CIR made clear and definite findings that all the members of the CLU are responsible for the illegal strike staged by said union and inasmuch as (1) the six (6) members of MME who were former assistant truck drivers or helpers asking for reinstatement and/or backwages,^[2] (2) the eight (8) MME members who were assigned at MIA and JOCASP stations praying for the payment of their transportation and meal allowances and (3) the fifteen (15) MME members who were compulsorily retired by Esso before reaching the age of 60, were members of CLU at the time of said strike, they all lost their employee status under the said CIR decision and are not entitled to the relief they seek here.

We do not agree. Under the very provision of the Industrial Peace Act (Section 15 of Republic Act 875) now invoked by petitioner and by the Industrial Court in ULP-3934, the law punishes with the capital punishment of loss of status as employee only “any employee who participates” in an illegal strike. In truth, in the prayer of its own complaint in said ULP-3934, Esso asked specifically for an order “declaring the individual respondents named herein and other members who participated in the said illegal strike as having lost their employee status”. What is more, the CIR decision pointedly refers in its dispositive portion to the “officers and members of the respondent Citizens Labor Union, including the individual respondents herein, who decided and staged the said illegal strike . . . shall be considered to have lost (such) status”. Indeed, these considerations make it unnecessary for Us to go into an extended elucidation of the underlying principles and the applicability in this case of the doctrine of vicarious liability which this Court has already definitely ruled was expressly legislated out by Section 9(c) of the Industrial Peace Act. (Benguet Consolidated, Inc. vs. PAFLU, 23 SCRA 465, 475.) In the instant case, neither the complaint of Esso nor the judgment of the CIR, just quoted, can be read as making members of the CLU responsible for the illegal strike aforementioned on the sole basis of such membership or even on account of their affirmative vote authorizing the same. Liability is pinned on them explicitly only if they had actually “participated” therein. Regardless of the evidence relied upon by petitioner, consisting of the testimonies of the president of the union, Sareno Saren, as to the absence of any dissent

to the strike vote during the general meeting called for the purpose, and the vice-president, Amado Fuentes, to the effect that “we went on strike”, which, to be sure, are anyway inconclusive, since it has not been shown that all and everyone of the members were present at the general meeting referred to by Sareno and that the “we” of Fuentes referred to all and everyone of the members, We deem it inconsistent with the liberal spirit of our labor laws to go beyond the more definite and precise tenors of the complaint of Esso and judgment of the CIR above referred to, which, as We have explained, limit the liability and responsibility for the strike in dispute only to those who actually participated therein. And since there is absolutely no showing or at least “clear proof of actual participation in or authorization or ratification” of the illegal strike in dispute (Benguet, supra) on the part of the members of MME herein concerned, the impugned order of execution is in order. Under the circumstances extant in the record, We hold there is no adequate basis for Us to hold that these MME members should be deemed to be among those who have lost employee status in consequence of the judicial declaration of illegality of the strike invoked by petitioner.

Anent the matter of alleged compulsory premature retirement discussed in petitioner’s third assignment of error, petitioner submits the pragmatic consideration that in respect to some of the retirees involved, the implementation of the decision of this Court in so far as they are concerned may even be more disadvantageous, monetarily speaking, than if the arrangement provided for in the January 6, 1965 agreement between Esso and CLU were to be allowed to stay, the said retirees having in fact received already the benefits thereof. In turn, counsel for MME submits that the “laborious computation as stated from pages 80 to 102, inclusive, (in paragraph III under the heading Argument in petitioners brief showing the merits and demerits of each plan) — loses its context if we are to consider that the backwages award is separate and distinct from the concept of retirement benefits. Etc.” We have not taken the trouble of verifying which of the two positions is accurate, for on the assumption that petitioner is correct, We see no legal impediment to considering this particular matter of retirement benefits to be within the ambit of Our consistent holding that when it comes to individual benefits accruing to members of a union from a favorable final judgment of any court, the members themselves become the real parties in interest and it is for

them, rather than for the union, to accept or reject individually the fruits of the litigation.^[3] In the case at bar, the representations of the MME which may result in prejudice to the interests of any of its individual members in the final judgment being sought to be executed should yield to the individual decisions of the said members themselves, who are free to choose whichever position suits their conscience. In other words, those who stand to benefit from Our decision are entitled, if they so desire, to take advantage thereof regardless of whatever stand the other members otherwise affected thereby may take. To this extent, Esso who consciously and deliberately took part in the agreement outlawed by this Court is estopped from undoing the benefits it had already extended voluntarily, according to it, to said retirees and it is bound to respect the ruling of this Court in so far as the same is accepted by the MME members concerned.

IN VIEW OF ALL THE FOREGOING, judgment is hereby rendered sustaining the en banc resolution and order of execution of the respondent court of February 5, 1972 subject to the qualifications in the above opinion. Thus, (1) all assistant truck drivers or helpers and fillers (members of MME) concerned shall immediately be paid backwages corresponding to the period from their separation up to July 8, 1966, the expiry date of the collective bargaining agreement between Esso and CLU of April 8, 1963, without prejudice to their reinstatement and payment to them of additional corresponding backwages upon the final determination of whether or not the said CBA has already been validly superseded by another agreement abolishing their positions by the National Labor Relations Commission as successor of respondent court; (2) the transportation and meal allowances for the employees assigned to MIA and JOCASP shall be paid to those members of MME concerned from the time they were deprived thereof up to July 8, 1966, without prejudice to further payments thereof upon the determination of the just mentioned issue of validity of the new collective bargaining agreements abolishing the same; and (3) as to the retirement benefits in dispute, the individual members of MME concerned should be allowed to choose which of the two arrangements they prefer and corresponding payments of differentials to be made accordingly after they have made their respective choice, but in no case shall Esso be entitled to any reimbursement or discounting from future pensions of what had

already been paid to said retirees upon their compulsory retirement and any subsequent pensions they have already been paid.

Costs against petitioner.

Fernando, J., (Chairman), Antonio, Concepcion, Jr. and Martin, JJ., concur.

Aquino, J., took no part.

Martin, J., was designated to sit in the Second Division.

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- [1] The members of respondent MME were all formerly members of CLU during all the material dates in this case.
 - [2] Respondent MME contends that the evidence before the respondent court shows that eighteen (18) more employees should also be reinstated to the positions of assistant truck drivers or helpers and fillers, a matter which may be straightened out in the actual execution proceedings.
 - [3] *Kaisahan Ng Mga Manggagawa Sa La Campana vs. De Los Angeles*, L-30798, Nov. 26, 1970, 36 SCRA 142, 158; *La Campana Food Products, Inc. vs. CIR*, L-27907, May 22, 1969, 28 SCRA 314, 328. See, also, *Bulakeña Restaurant & Caterer vs. CIR*, L-26796, May 25, 1972, 45 SCRA 87, 98.