

THE INSULAR LIFE ASSURANCE CO., LTD. EMPLOYEES ASSOCIATION-NATU, FGU INSURANCE GROUP WORKERS & EMPLOYEES ASSOCIATION-NATU, AND INSULAR LIFE BUILDING EMPLOYEES ASSOCIATION-NATU, ...

G.R. No. L-25291. January 30, 1971

Ponente: RUIZ CASTRO, J.

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RUIZ CASTRO, J.:

Appeal by certiorari to review a decision and a resolution en banc of the Court of Industrial Relations dated August 17, 1965 and October 20, 1965, respectively, in Case 1698-ULP.

The Insular Life Assurance Co., Ltd. Employees Association-NATU, FGU Insurance Group Workers & Employees Association-NATU, and Insular Life Building Employees Association-NATU (hereinafter referred to as the Unions), while still members of the Federation of Free Workers (FFW), entered into separate collective bargaining agreements with the Insular Life Assurance Co., Ltd. and the FGU Insurance Group (hereinafter referred to as the Companies).

Two of the lawyers of the Unions then were Felipe Enaje and Ramon Garcia; the latter was formerly the secretary-treasurer of the FFW and acting president of the Insular Life/FGU unions and the Insular Life Building Employees Association. Garcia, as such acting president, in a circular issued in his name and signed by him, tried to dissuade the members of the Unions from disaffiliating with the FFW and joining the National Association of Trade Unions (NATU), to no avail.

Enaje and Garcia soon left the FFW and secured employment with the Anti-Dummy Board of the Department of Justice. Thereafter, the Companies hired Garcia in the latter part of 1956 as assistant corporate secretary and legal assistant in their Legal Department, and he was soon receiving P900 a month, or P600 more than he was receiving from the FFW. Enaje was hired on or about February 19, 1957 as personnel manager of the Companies, and was likewise made chairman of the negotiating panel for the Companies in the collective bargaining with the Unions.

In a letter dated September 16, 1957, the Unions jointly submitted proposals to the Companies for a modified renewal of their respective collective bargaining contracts which were then due to expire on September 30, 1957. The parties mutually agreed to extend the effectivity of the agreements to November 16, 1957 and to make whatever benefits could be agreed upon retroactively effective October 1, 1957.

Thereafter, in the months of September and October 1957 negotiations were conducted on the Unions' proposals, but these were snagged by a deadlock on the issue of union shop, as a result of which the Unions filed on January 27, 1958 a notice of strike for "deadlock on collective bargaining." Several conciliation conferences were held under the auspices of the Department of Labor wherein the conciliators urged the Companies to make reply to the Unions' proposals in toto so that the said Unions might consider the feasibility of dropping their demand for union security in exchange for other benefits. However, the Companies did not make any counter-proposals but, instead,

insisted that the Unions first drop their demand for union security, promising money benefits if this was done. Thereupon, and prior to April 15, 1958, the petitioner Insular Life Building Employees Association-NATU dropped this particular demand, and requested the Companies to answer its demands, point by point, in toto. But the respondent Insular Life Assurance Co. still refused to make any counter-proposals. In a letter addressed to the two other Unions by the joint management of the Companies, the former were also asked to drop their union security demand, otherwise the Companies "would no longer consider themselves bound by the commitment to make money benefits retroactive to October 1, 1957." By a letter dated April 17, 1958, the remaining two petitioner unions likewise dropped their demand for union shop. April 25, 1958 then was set by the parties to meet and discuss the remaining demands.

From April 25 to May 6, 1958, the parties negotiated on the labor demands but with no satisfactory result due to a stalemate on the matter of salary increases. On May 13, 1958 the Unions demanded from the Companies final counter-proposals on their economic demands, particularly on salary increases. Instead of giving counter-proposals, the Companies on May 15, 1958 presented facts and figures and requested the Unions to submit a workable formula which would justify their own proposals, taking into account the financial position of the former. Forthwith the Unions voted to declare a strike in protest against what they considered the Companies' unfair labor practices.

Meanwhile, eighty-seven (87) unionists were reclassified as supervisors without increase in salary nor in responsibility while negotiations were going on in the Department of Labor after the notice to strike was served on the Companies. These employees resigned from the Unions.

On May 20, 1958, the Unions went on strike and picketed the offices of the Insular Life Building at Plaza Moraga.

On May 21, 1958 the Companies through their acting manager and president, the respondent Jose M. Olbes (hereinafter referred to as the respondent Olbes), sent to each of the strikers a letter (Exhibit A) quoted verbatim as follows:

"We recognize it is your privilege both to strike and to conduct picketing.

"However, if any of you would like to come back to work voluntarily, you may:

"1. Advise the nearest police officer or security guard of your intention to do so.

"2. Take your meals within the office.

"3. Make a choice whether to go home at the end of the day or to sleep nights at the office where comfortable cots have been prepared.

"4. Enjoy free coffee and occasional movies.

"5. Be paid overtime for work performed in excess of eight hours.

"6. Be sure arrangements will be made for your families.

"The decision to make is yours — whether you still believe in the motives of the strike or in the fairness of the Management."

The Unions, however, continued on strike, with the exception of a few unionists who were convinced to desist by the aforesaid letter of May 21, 1958.

From the date the strike was called on May 21, 1958, until it was called off on May 31, 1958, some management

men tried to break thru the Unions' picket lines. Thus, on May 21, 1958 Garcia, assistant corporate secretary, and Vicente Abella, chief of the personnel records section, respectively of the Companies, tried to penetrate the picket lines in front of the Insular Life Building. Garcia, upon approaching the picket line, tossed aside the placard of a picketer, one Paulino Bugay; a fight ensued between them, in which both suffered injuries. The Companies organized three bus-loads of employees, including a photographer, who with the said respondent Olbes, succeeded in penetrating the picket lines in front of the Insular Life Building, thus causing injuries to the picketers and also to the strike-breakers due to the resistance offered by some picketers.

Alleging that some non-strikers were injured and with the use of photographs as evidence, the Companies then filed criminal charges against the strikers with the City Fiscal's Office of Manila. During the pendency of the said cases in the fiscal's office, the Companies likewise filed a petition for injunction with damages with the Court of First Instance of Manila which, on the basis of the pendency of the various criminal cases against striking members of the Unions, issued on May 31, 1958 an order restraining the strikers, until further orders of the said court, from stopping, impeding, obstructing, etc. the free and peaceful use of the Companies' gates, entrance and driveway and the free movement of persons and vehicles to and from, out and in, of the Companies' building.

On the same date, the Companies, again through the respondent Olbes, sent individually to strikers a letter (Exhibit B), quoted hereunder in its entirety:

"The first day of the strike was last 21 May 1958.

"Our position remains unchanged and the strike has made us even more convinced of our decision.

"We do not know how long you intend to stay out, but we cannot hold your positions open for long. We have continued to operate and will continue to do so with or without you.

"If you are still interested in continuing in the employ of the Group Companies, and if there are no criminal charges pending against you, we are giving you until 2 June 1958 to report for work at the home office. If by this date you have not yet reported, we may be forced to obtain your replacement.

"Before, the decisions was yours to make. "So it is now."

Incidentally, all of the more than 120 criminal charges filed against the members of the Unions, except three (3), were dismissed by the fiscal's office and by the courts. These three cases involved "slight physical injuries" against one striker and "light coercion" against two others.

At any rate, because of the issuance of the writ of preliminary injunction against them as well as the ultimatum of the Companies giving them until June 2, 1958 to return to their jobs or else be replaced, the striking employees decided to call off their strike and to report back to work on June 2, 1958.

However, before readmitting the strikers, the Companies required them not only to secure clearances from the City Fiscal's Office of Manila but also to be screened by a management committee among the members of which were Enage and Garcia. The screening committee initially rejected 63 strikers with pending criminal charges. However, all non-strikers with pending criminal charges which arose from the breakthrough incident were readmitted immediately by the Companies without being required to secure clearances from the fiscal's office. Subsequently, when practically all the strikers had secured clearances from the fiscal's office, the Companies readmitted only some but adamantly refused readmission to 34 officials and members of the Unions who were most active in the strike, on the ground that they committed "acts inimical to the interest of the respondents," without however stating the specific acts allegedly committed. Among those who were refused readmission are Emiliano Tabasondra, vice president of the Insular Life Building Employees Association-NATU; Florencio Ibarra, president of the FGU Insurance Group Workers & Employees Association-NATU; and Isagani Du Timbol,

acting president of the Insular Life Assurance Co., Ltd. Employees Association-NATU. Some 24 of the above number were ultimately notified months later that they were being dismissed retroactively as of June 2, 1958 and given separation pay checks computed under Rep. Act 1787, while others (ten in number) up to now have not been readmitted although there have been no formal dismissal notices given to them.

On July 29, 1958 the CIR prosecutor filed a complaint for unfair labor practice against the Companies under Republic Act 875. The complaint specifically charged the Companies with (1) interfering with the members of the Unions in the exercise of their right to concerted action, by sending out individual letters to them urging them to abandon their strike and return to work, with a promise of comfortable cots, free coffee and movies, and paid overtime, and, subsequently, by warning them that if they did not return to work on or before June 2, 1958, they might be replaced; and (2) discriminating against the members of the Unions as regards readmission to work after the strike on the basis of their union membership and degree of participation in the strike.

On August 4, 1958 the Companies filed their answer denying all the material allegations of the complaint, stating special defenses therein, and asking for the dismissal of the complaint.

After trial on the merits, the Court of Industrial Relations, through Presiding Judge Arsenio Martinez, rendered on August 17, 1965 a decision dismissing the Unions' complaint for lack of merit. On August 31, 1965 the Unions seasonably filed their motion for reconsideration of the said decision, and their supporting memorandum on September 10, 1965. This was denied by the Court of Industrial Relations en banc in a resolution promulgated on October 20, 1965.

Hence, this petition for review, the Unions contending that the lower court erred

- In not finding the Companies guilty of unfair labor practice in sending out individually to the strikers the marked Exhibits A and B;
- In not finding the Companies guilty of unfair labor practice for discriminating against the striking members of the Unions in the matter of readmission of employees after the strike;
- In not finding the Companies guilty of unfair labor practice for dismissing officials and members of the Unions without giving them the benefit of investigation and the opportunity to present their side in regard to activities undertaken by them in the legitimate exercise of their right to strike; and
- In not ordering the reinstatement of officials and members of the Unions, with full backwages, from June 2, 1958 to the date of their actual reinstatement to their usual employment.

I. The respondents contend that the sending of the letters, Exhibits A and B, constituted a legitimate exercise of their freedom of speech. We do not agree. The said letters were directed to the striking employees individually — by registered special delivery mail at that — without being course through the Unions which were representing the employees in the collective bargaining.

"The act of an employer in notifying absent employees individually during a strike following unproductive efforts at collective bargaining that the plant would be operated the next day and that their jobs were open for them should they want to come in has been held to be an unfair labor practice, as an active interference with the right of collective bargaining through dealing with the employees individually instead of through their collective bargaining representatives." (31 Am. Jur. 563, citing *NLRB v. Montgomery Ward & Co.* [CA 9th] 133 F2d 676, 146 ALR 1045)

Indeed, it is an unfair labor practice for an employer operating under a collective bargaining agreement to negotiate or to attempt to negotiate with his employees individually in connection with changes in the agreement. And the basis of the prohibition regarding individual bargaining with the strikers is that although the union is on strike, the employer is still under obligation to bargain with the union as the employees' bargaining representative (*Melo Photo Supply Corporation vs. National Labor Relations Board*, 321 U.S. 332).

Indeed, some such similar actions are illegal as constituting unwarranted acts of interference. Thus, the act of a company president in writing letters to the strikers, urging their return to work on terms inconsistent with their union membership, was adjudged as constituting interference with the exercise of his employees' right to collective bargaining (*Lighter Publishing*, CCA 7th, 133 F2d 621). It is likewise an act of interference for the employer to send a letter to all employees notifying them to return to work at a time specified therein, otherwise new employees would be engaged to perform their jobs. Individual solicitation of the employees or visiting their homes, with the employer or his representative urging the employees to cease union activity or cease striking, constitutes unfair labor practice. All the above-detailed activities are unfair labor practices because they tend to undermine the concerted activity of the employees, an activity to which they are entitled free from the employer's molestation.[1]

Moreover, since Exhibit A is a letter containing promises of benefits to the employees in order to entice them to return to work, it is not protected by the free speech provisions of the Constitution (*NLRBv. Clearfield Cheese Co., Inc.*, 213 F2d 70). The same is true with Exhibit B since it contained threats to obtain replacements for the striking employees in the event they did not report for work on June 2, 1958. The free speech protection under the Constitution is inapplicable where the expression of opinion by the employer or his agent contains a promise of benefit, or threats, or reprisal (31 Am. Jur. 544; *NLRB vs. Clearfield Cheese Co., Inc.*, 213 F2d 70; *NLRB vs. Goigy Co.*, 211 F2d 533, 35 ALR 2d 422).

Indeed, when the respondents offered reinstatement and attempted to "bribe" the strikers with "comfortable cots," "free coffee and occasional movies," "overtime" pay for "work performed in excess of eight hours," and "arrangements" for their families, so they would abandon the strike and return to work, they were guilty of strike-breaking and/or union-busting and, consequently, of unfair labor practice. It is equivalent to an attempt to break a strike for an employer to offer reinstatement to striking employees individually, when they are represented by a union, since the employees thus offered reinstatement are unable to determine what the consequences of returning to work would be.

Likewise violative of the right to organize, form and join labor organizations are the following acts: the offer of a Christmas bonus to all "loyal" employees of a company shortly after the making of a request by the union to bargain; wage increases given for the purpose of mollifying employees after the employer has refused to bargain with the union, or for the purpose of inducing striking employees to return to work; the employer's promises of benefits in return for the strikers' abandonment of their strike in support of their union; and the employer's statement, made about 6 weeks after the strike started, to a group of strikers in a restaurant to the effect that if the strikers returned to work, they would receive new benefits in the form of hospitalization, accident insurance, profit-sharing, and a new building to work in.[2]

Citing paragraph 5 of the complaint filed by the acting prosecutor of the lower court which states that "the officers and members of the complainant unions decided to call off the strike and return to work on June 2, 1958 by reason of the injunction issued by the Manila Court of First Instance," the respondents contend that this was the main cause why the strikers returned to work and not the letters, Exhibits A and B. This assertion is without merit. The circumstance that the strikers later decided to return to work ostensibly on account of the injunctive writ issued by the Court of First Instance of Manila cannot alter the intrinsic quality of the letters, which were calculated, or

which tended, to interfere with the employees' right to engage in lawful concerted activity in the form of a strike. Interference constituting unfair labor practice will not cease to be such simply because it was susceptible of being thwarted or resisted, or that it did not proximately cause the result intended. For success of purpose is not, and should not, be the criterion in determining whether or not a prohibited act constitutes unfair labor practice.

"The test of whether an employer has interfered with and coerced employees within the meaning of subsection (a) (1) is whether the employer has engaged in conduct which it may reasonably be said tends to interfere with the free exercise of employees' rights under Section 3 of the Act, and it is not necessary that there be direct evidence that an employee was in fact intimidated or coerced by statements of threats of the employer if there is a reasonable inference that anti-union conduct of the employer does have an adverse effect on self-organization and collective bargaining." (Francisco, Labor Laws, 1956, Vol. II, p. 323 citing *NLRB v. Ford, C.A.*, 1948, 170 F2d 735).

Besides, the letters, Exhibits A and B, should not be considered by themselves alone but should be read in the light of the preceding and subsequent circumstances surrounding them. The letters should be interpreted according to the "totality of conduct doctrine,"

"x x x whereby the culpability of an employer's remarks were to be evaluated not only on the basis of their implicit implications, but were to be appraised against the background of and in conjunction with collateral circumstances. Under this 'doctrine' expressions of opinion by an employer which, though innocent in themselves, frequently were held to be culpable because of the circumstances under which they were uttered, the history of the particular employer's labor relations or anti-union bias or because of their connection with an established collateral plan of coercion or interference." (Rothenberg on Labor Relations, p. 374, and cases cited therein)

It must be recalled that previous to the petitioners' submission of proposals for an amended renewal of their respective collective bargaining agreements to the respondents, the latter hired Felipe Enage and Ramon Garcia, former legal counsels of the petitioners, as personnel manager and assistant corporate secretary, respectively, with attractive compensations. After the notice to strike was served on the Companies and negotiations were in progress in the Department of Labor, the respondents reclassified 87 employees as supervisors without increase in salary or in responsibility, in effect compelling these employees to resign from their unions. And during the negotiations in the Department of Labor, despite the fact that the petitioners granted the respondents' demand that the former drop their demand for union shop and inspite of urgings by the conciliators of the Department of Labor, the respondents adamantly refused to answer the Unions' demands in toto. Incidentally, Enage was the chairman of the negotiating panel for the Companies in the collective bargaining between the former and the Unions. After the petitioners went on strike, the strikers were individually sent copies of Exhibit A, enticing them to abandon their strike by inducing them to return to work upon promise of special privileges. Two days later, the respondents, thru their president and manager, respondent Jose M. Olbes, brought three truckloads of non-strikers and others, escorted by armed men, who, despite the presence of eight entrances to the three buildings occupied by the Companies, entered thru only one gate less than two meters wide and in the process, crashed thru the picket line posted in front of the premises of the Insular Life Building. This resulted in injuries on the part of the picketers and the strike-breakers. Then the respondents brought against the picketers criminal charges, only three of which were not dismissed, and these three only for slight misdemeanors. As a result of these criminal actions, the respondents were able to obtain an injunction from the court of first instance restraining the strikers from stopping, impeding, obstructing, etc. the free and peaceful use of the Companies' gates, entrance and driveway and the free movement of persons and vehicles to and from, out and in, of the Companies' buildings. On the same day that the injunction was issued, the letter, Exhibit B, was sent — again individually and by registered special delivery mail — to the strikers, threatening them with dismissal if they did not report for work on or before June 2,

1958. But when most of the petitioners reported for work, the respondents thru a screening committee — of which Ramon Garcia was a member — refused to admit 63 members of the Unions on the ground of "pending criminal charges." However, when almost all were cleared of criminal charges by the fiscal's office, the respondents adamantly refused admission to 34 officials and union members. It is not, however, disputed that all non-strikers with pending criminal charges which arose from the breakthrough incident of May 23, 1958 were readmitted immediately by the respondents. Among the non-strikers with pending criminal charges who were readmitted were Generoso Abel la, Enrique Guidote, Emilio Carreon, Antonio Castillo, Fedcrico Barretto, Manuel Chuidian and Nestor Cipriano. And despite the fact that the fiscal's office found no probable cause against the petitioning strikers, the Companies adamantly refused admission to them on the pretext that they committed "acts inimical to the interest of the respondents," without stating specifically the inimical acts allegedly committed. They were soon to admit, however, that these alleged inimical acts were the same criminal charges which were dismissed by the fiscal and by the courts.

Verily, the above actuations of the respondents before and after the issuance of the letters, Exhibits A and B, yield the clear inference that the said letters formed part of the respondents' scheme to preclude if not destroy unionism within them.

To justify the respondents' threat to dismiss the strikers and secure replacements for them in order to protect and continue their business, the CIR held the petitioners' strike to be an economic strike on the basis of Exhibit 4 (Notice of Strike) which states that there was a "deadlock in collective bargaining" and on the strength of the supposed testimonies of some union men who did not actually know the very reason for the strike. It should be noted that Exhibit 4, which was filed on January 27, 1958, states, inter alia:

"TO: BUREAU OF LABOR RELATIONS

DEPARTMENT OF LABOR

MANILA

"Thirty (30) days from receipt of this notice by the Office, this
[sic] unions intends to go on strike against

"THE INSULAR LIFE ASSURANCE CO., LTD.

Plaza Moraga, Manila

"THE FGU INSURANCE GROUP

Plaza Moraga, Manila

"INSULAR LIFE BUILDING ADMINISTRATION

Plaza Moraga, Manila

for the following reason: DEADLOCK IN COLLECTIVE BAR-GAINING xxx"

However, the employees did not stage the strike after the thirty-day period, reckoned from January 27, 1958. This simply proves that the reason for the strike was not the deadlock on collective bargaining nor any lack of economic concessions. By letter dated April 15, 1958, the respondents categorically stated what they thought was the cause of the "Notice of Strike," which so far as material, reads:

"3. Because you did not see fit to agree with our position on the union shop, you filed a notice of strike with the Bureau of Labor Relations on 27 January 1958, citing 'deadlock in collective bargaining' which could have been for no other issue than the union shop." (Exhibit 8, letter dated April 15, 1958)

The strike took place nearly four months from the date the said notice of strike was filed. And the actual and main reason for the strike was, "When it became crystal clear the management double crossed or will not negotiate in good faith, it is tantamount to refusal collectively and considering the unfair labor practice in the meantime being committed by the management such as the sudden resignation of some unionists and (who) became supervisors without increase in salary or change in responsibility, such as the coercion of employees, decided to declare the strike." (tsn., Oct. 14, 1958, p. 14) The truth of this assertion is amply proved by the following circumstances: (1) it took the respondents six (6) months to consider the petitioners' proposals, their only excuse being that they could not go on with the negotiations if the petitioners did not drop the demand for union shop (Exh. 7, respondents' letter dated April 7, 1958 ; (2) when the petitioners dropped the demand for union shop, the respondents did not have a counter-offer to the petitioners' demands. Sec. 14 of Rep. Act 875 required the respondents to make a reply to the petitioners' demands within ten days from receipt thereof, but instead they asked the petitioners to give a "well reasoned, workable formula which takes into account the financial position of the group companies." (tsn., Sept. 8, 1958. p. 62; tsn., Feb. 26, 1969, p. 49)

II. Exhibit B imposed three conditions for the readmission of the strikers, namely: (1) the employee must be interested in continuing his work with the group companies; (b) there must be no criminal charges against him; and (c) he must report for work on June 2, 1958, otherwise he would be replaced. Since the evidence shows that all the employees reported back to work at the respondents' head office on June 2, 1958, they must be considered as having complied with the first and third conditions.

Our point of inquiry should therefore be directed at whether they also complied with the second condition. It is not denied that when the strikers reported for work on June 2, 1958, 63 members of the Unions were refused readmission because they had pending criminal charges. However, despite the fact that they were able to secure their respective clearances, 34 officials and union members were still refused readmission on the alleged ground that they committed acts inimical to the Companies. It is beyond dispute, however, that non-strikers who also had criminal charges pending against them in the fiscal's office, arising from the same incidents whence the criminal charges against the strikers evolved, were readily readmitted and were not required to secure clearances. This is a clear act of discrimination practiced by the Companies in the process of rehiring and is therefore a violation of Sec. 4 (a)(4) of the Industrial Peace Act.

The respondents did not merely discriminate against all the strikers in general. They separated the active from the less active unionists on the basis of their militancy, or lack of it, on the picket lines. Unionists belonging to the first category were refused readmission even after they were able to secure clearances from the competent authorities with respect to the criminal charges filed against them. It is significant to note in this connection that except for one union official who deserted his union on the second day of the strike and who later participated in

crashing through the picket lines, not a single union officer was taken back to work. Discrimination undoubtedly exists where the record shows that the union activity of the rehired strikers has been less prominent than that of the strikers who were denied reinstatement.

"So is there an unfair labor practice where the employer, although authorized by the Court of Industrial Relations to dismiss the employees who participated in an illegal strike, dismissed only the leaders of the strikers, such dismissal being evidence of discrimination against those dismissed and constituting a waiver of the employer's right to dismiss the striking employees and a condonation of the fault committed by them." (Carlos and Fernando, Labor and Social Legislation, p. 62, citing *Phil. Air Lines, Inc. v. Phil. Air Lines Employees Association*, L-8197, Oct. 31, 1958)

It is noteworthy that — perhaps in an anticipatory effort to exculpate themselves from charges of discrimination in the readmission of strikers returning to work — the respondents delegated the power to readmit to a committee. But the respondent Olbes had chosen Vicente Abella, chief of the personnel records section, and Ramon Garcia, assistant corporate secretary, to screen the unionists reporting back to work. It is not difficult to imagine that these two employees — having been involved in unpleasant incidents with the picketers during the strike — were hostile to the strikers. Needless to say, the mere act of placing in the hands of employees hostile to the strikers the power of reinstatement, is a form of discrimination in rehiring.

"Delayed reinstatement is a form of discrimination in rehiring, as is having the machinery of reinstatement in the hands of employees hostile to the strikers, and reinstating a union official who formerly worked in a unionized plant, to a job in another mill, which was imperfectly organized." (Morabe, *The Law on Strikes*, p. 473, citing *Sunshine Mining Co.*, 7 NLRB 1252; *Cleveland Worsted Mills*, 43 NLRB 545; italics supplied)

Equally significant is the fact that while the management and the members of the screening committee admitted the discrimination committed against the strikers, they tossed back and around to each other the responsibility for the discrimination. Thus, Garcia admitted that in exercising for the management the authority to screen the returning employees, the committee admitted the non-strikers but refused readmission to the strikers (tsn., Feb. 6, 1962, pp. 15-19, 23-29). Vicente Abella, chairman of the management's screening committee, while admitting the discrimination, placed the blame therefor squarely on the management (tsn., Sept. 20, 1960, pp. 7-8, 14-18). But the management, speaking through the respondent Olbes, head of the Companies, disclaimed responsibility for the discrimination. He testified that "The decision whether to accept or not an employee was left in the hands of that committee that had been empowered to look into all cases of the strikers." (tsn., Sept. 6, 1962, p. 19)

Of course, the respondents — through Ramon Garcia — tried to explain the basis for such discrimination by testifying that strikers whose participation in any alleged misconduct during the picketing was not serious in nature were readmissible, while those whose participation was serious were not. (tsn., Aug. 4, 1961, pp. 48-49, 56) But even this distinction between acts of slight misconduct and acts of serious misconduct which the respondents contend was the basis for either reinstatement or discharge, is completely shattered upon a cursory examination of the evidence of record. For with the exception of Pascual Esquillo whose dismissal letter cited "serious" misconduct, all the letters of dismissal sent to the other strikers cited the alleged commission by them of simple "acts of misconduct."

III. Anent the third assignment of error, the record shows that not a single dismissed striker was given the opportunity to defend himself against the supposed charges against him. As earlier mentioned, when the striking employees reported back for work on June 2, 1958, the respondents refused to readmit them unless they first secured the necessary clearances; but when all, except three, were able to secure and subsequently present the required clearances, the respondents still refused to take them back. Instead, several of them later received letters from the respondents in the following stereotyped tenor: ;

"This will confirm the termination of your employment with the Insular Life-FGU Insurance Group as of 2 June 1958.

"The termination of your employment was due to the fact that you committed acts of misconduct while picketing during the last strike. Because this may not constitute sufficient cause under the law to terminate your employment without pay, we are giving you the amount of P1,930.32 corresponding to one-half month pay for every year of your service in the Group Company.

"Kindly acknowledge receipt of the check we are sending herewith.

Very truly yours,

(Sgd.) JOSE M. OLBES

"President, Insurance Life

"Acting President, FGU."

The respondents, however, admitted that the alleged "acts of misconduct" attributed to the dismissed strikers were the same acts with which the said strikers were charged before the fiscal's office and the courts. But all these charges except three were dropped or dismissed.

Indeed, the individual cases of dismissed officers and members of the striking unions do not indicate sufficient basis for dismissal.

Emiliano Tabasondra, vice-president of the petitioner FGU Insurance Group Workers & Employees Association-NATU, was refused reinstatement allegedly because he did not report for duty on June 2, 1958 and, hence, had abandoned his office. But the overwhelming evidence adduced at the trial and which the respondents failed to rebut, negates the respondents' charge that he had abandoned his job. In his testimony, corroborated by many others, Tabasondra particularly identified the management men to whom he and his group presented themselves on June 2, 1958. He mentioned the respondent Olbes' secretary, De Asis, as the one who received them and later directed them — when Olbes refused them an audience—to Felipe Enage, the Companies' personnel manager. He likewise categorically stated that he and his group went to see Enage as directed by Olbes' secretary. If Tabasondra were not telling the truth, it would have been an easy matter for the respondents to produce De Asis and Enage — who testified anyway as witnesses for the respondents on several occasions — to rebut his testimony. The respondents did nothing of the kind. Moreover, Tabasondra called on June 21, 1958 the respondents' attention to his non-admission and asked them to inform him of the reasons therefor, but instead of doing so, the respondents dismissed him by their letter dated July 10, 1958. Elementary fairness required that before being dismissed for cause, Tabasondra be given "his day in court."

At any rate, it has been held that mere failure to report for work after notice to return, does not constitute abandonment nor bar reinstatement. In one case, the U.S. Supreme Court held that the taking back of six of eleven

men constituted discrimination although the five strikers who were not reinstated, all of whom were prominent in the union and in the strike, reported for work at various times during the next three days, but were told that there were no openings. Said the Court:

"... The Board found, and we cannot say that its finding is unsupported, that, in taking back six union men, the respondent's officials discriminated against the latter on account of their union activities and that the excuse given that they did not apply until after the quota was full was an afterthought and not the true reason for the discrimination against them." (NLRB v. Mackay Radio & Telegraph Co., 304 U.S. 333, 58 Sup. Ct. 904, 82 L. Ed. 1381) (Mathews, Labor Relations and the Law, p. 725, 728)

The respondents' allegation that Tabasondra should have returned after being refused readmission on June 2, 1958, is not persuasive. When the employer puts off reinstatement when an employee reports for work at the time agreed, we consider the employee relieved from the duty of returning further.

Sixto Tongos was dismissed allegedly because he revealed that despite the fact that the Companies spent more than P80,000 for the vacation trips of officials, they refused to grant union demands; hence, he betrayed his trust as an auditor of the

Companies, We do not find this allegation convincing. First, this accusation was emphatically denied by Tongos on the witness stand. Gonzales, president of one of the respondent Companies and one of the officials referred to, took a trip abroad in 1958. Exchange controls were then in force, and an outgoing traveller on a combined business and vacation trip was allowed by the Central Bank, per its Circular 52 (Notification to Authorized Agent Banks) dated May 9, 1952, an allocation of \$1,000 or only P2,000, at the official rate of two pesos to the dollar, as pocket money; hence, this was the only amount that would appear on the books of the Companies. It was only on January 21, 1962, per its Circular 133 (Notification to Authorized Agent Banks), that the Central Bank lifted the exchange controls. Tongos could not therefore have revealed an amount bigger than the above _ sum. And his competence in figures could not be doubted considering that he had passed the board examinations for certified public accountants. But assuming arguendo that Tongos indeed revealed the true expenses of Gonzales' trip — which the respondents never denied or tried to disprove — his statements clearly fall within the sphere of a unionist's right to discuss and advertise the facts involved in a labor dispute, in accordance with Section 9(a)(5) of Republic Act 875 which guarantees the untrammelled exercise by striking employees of the right to give "publicity to the existence of, or the fact involved in any labor dispute, whether by advertising, speaking, patrolling, or by any method not involving fraud or violence." Indeed, it is not only the right, it is as well the duty, of every unionist to advertise the facts of a dispute for the purpose of informing all those affected thereby. In labor disputes, the combatants are expected to expose the truth before the public to justify their respective demands. Being a union man and one of the strikers, Tongos was expected to reveal the whole truth on whether or not the respondent Companies were justified in refusing to accede to union demands. After all, not being one of the supervisors, he was not a part of management. And his statement, if indeed made, is but an expression of free speech protected by the Constitution.

"Free speech on both sides and for every faction on any side of the labor relation is to me a constitutional and useful right. Labor is free ... to turn its publicity on any labor oppression, substandard wages, employer unfairness, or objectionable working conditions. The employer, too, should be free to answer and to turn publicity on the records of the leaders of the unions which seek the confidence of his men. ..." (Concurring opinion of Justice Jackson in *Thomas v. Collins*, 323 U.S. 516, 547, 65 Sup. Ct. 315, 89 L. Ed. 430) (Mathews, Labor Relations and the Law, p. 591)

The respondents also allege that in revealing certain confidential information, Tongos committed not only a betrayal of trust but also a violation of the moral principles and ethics of accountancy. But nowhere in the Code of

Ethics for Certified Public Accountants under the Revised Rules and Regulations of the Board of Accountancy formulated in 1954, is this stated. Moreover, the relationship of the Companies with Tongos was that of an employer and not a client. And with regard to the testimonies of Juan Raymundo and Antolin Carillo, both vice-presidents of the Trust Insurance Agencies, Inc. about the alleged utterances made by Tongos, the lower court should not have given them much weight. The firm of these witnesses was newly established at that time and was still a "general agency" of the Companies. It is not therefore amiss to conclude that they were more inclined to favor the respondents rather than Tongos.

Pacifico Ner, Paulino Bugay, Jose Garcia, Narciso Dano, Vicente Alsol and Hermenigildo Ramirez, opined the lower court, were constructively dismissed by non-readmission allegedly because they not only prevented Ramon Garcia, assistant corporate secretary, and Vicente Abella, chief of the personnel records section of the Companies, from entering the Companies' premises on May 21, 1958, but they also caused bruises and abrasions on Garcia's chest and forehead— acts considered inimical to the interest of the respondents. The Unions, upon the other hand, insist that there is complete lack of evidence that Ner took part in pushing Garcia; that it was Garcia who elbowed his way through the picket lines and therefore Ner shouted "Close up," which the picketers did; and that Garcia tossed Paulino Bugay's placard and a fight ensued between them in which both suffered injuries. But despite these conflicting versions of what actually happened on May 21, 1958, there are grounds to believe that the picketers are not responsible for what happened. The picketing on May 21, 1958, as reported in the police blotter, was peaceful (see Police blotter report, Exh. 3 in CA-G.RNo. 25991-R of the Court of Appeals, where Ner was acquitted). Moreover, although the Companies during the strike were holding offices at the Botica Boie building at Escolta, Manila; Tuason Building at San Vicente Street, Manila; and Ayala, Inc. offices at Makati, Rizal, Garcia, the assistant corporate secretary, and Abella, the chief of the personnel records section, reported for work at the Insular Life Building. There is therefore a reasonable suggestion that they were sent to work at the latter building to create such an incident and have a basis for filing criminal charges against the petitioners in the fiscal's office and applying for injunction from the court of first instance. Besides, under the circumstances the picketers were not legally bound to yield their grounds and withdraw from the picket lines. Being where the law expects them to be in the legitimate exercise of their rights, they had every reason to defend themselves and their rights from any assault or unlawful transgression. Yet the police blotter, above adverted to, attests that they did not resort to violence.

The heated altercations and occasional blows exchanged on the picket line do not affect or diminish the right to strike. Persuasive on this point is the following commentary:

"We think it must be conceded that some disorder is unfortunately quite usual in any extensive or long drawn out strike. A strike is essentially a battle waged with economic weapons. Engaged in it are human beings whose feelings are stirred to the depths. Rising passions call forth hot words. Hot words lead to blows on the picket line. The transformation from economic to physical combat by those engaged in the contest is difficult to prevent even when cool heads direct the fight. Violence of this nature, however much it is to be regretted, must have been in the contemplation of the Congress when it provided in Sec. 13 of Act 29 USCA Sec. 163, that nothing therein should be construed so as to interfere with or impede or diminish in any way the right to strike. If this were not so, the rights afforded to employees by the Act would indeed be illusory. We accordingly recently held that it was not intended by the Act that minor disorders of this nature would deprive a striker of the possibility of reinstatement." (Republic Steel Corp. v. N.L.R.B. 107 F2d 472, cited in Mathews, Labor Relations and the Law, p. 378)

Hence the incident that occurred between Ner, et al. and Ramon Garcia was but a necessary incident of the strike and should not be considered as a bar to reinstatement. Thus it has been held that:

"Fist-fighting between union and non-union employees in the midst of a strike is no bar to reinstatement."

(Teller, Labor Disputes and Collective Bargaining, Vol. II, p. 855 citing Stackpole Carbon Co., 6 NLRB 171, enforced 105 F2d 167)

Furthermore, assuming that the acts committed by the strikers were transgressions of law, they amount only to mere ordinary misdemeanors and are not a bar to reinstatement.

"In cases involving misdemeanors, the board has generally held that unlawful acts are not bar to reinstatement." (Teller, Labor Disputes and Collective Bargaining, Id, p. 854, citing Ford Motor Company, 23 NLRB No. 28)

Finally, it is not disputed that despite the pendency of criminal charges against non-striking employees before the fiscal's office, they were readily admitted, but those strikers who had pending charges in the same office were refused readmission. The reinstatement of the strikers is thus in order.

"[W]here the misconduct, whether in reinstating persons equally guilty with those whose reinstatement is opposed, or in other ways, gives rise to the inference that union activities rather than misconduct is the basis of his [employer] objection, the Board has usually required reinstatement." (Teller, supra, p. 853, citing the Third Annual Report of NLRB [1938], p. 211)

Lastly, the lower court justified the constructive dismissal of Florencio Ibarra allegedly because he committed acts inimical to the interest of the respondents when, as president of the FGU Workers and Employees Association-NATU, he advised the strikers that they could use force and violence to have a successful picket and that picketing was precisely intended to prevent the non-striking company clients and customers from entering the Companies' buildings. Even if this were true, the record discloses that the picket line had been generally peaceful, and that incidents happened only when management men made incursions into and tried to break the picket line. At any rate, with or without the advice of Ibarra, picketing is inherently explosive. For, as pointed out by one author, "The picket line is an explosive front, charged with the emotions and fierce loyalties of the union-management dispute. It may be marked by colorful name-calling, intimidating threats or sporadic fights between the pickets and those who pass the line." (Mathews, Labor Relations and the Law, p. 752) The picket line being the natural result of the respondents' unfair labor practice, Ibarra's misconduct is at most a misdemeanor which is not a bar to reinstatement. Besides, the only evidence presented by the Companies regarding Ibarra's participation in the strike was the testimony of one Rodolfo Encarnacion, a former member of the board of directors of the petitioner FGU Insurance Group Workers and Employees Union-NATU, who became a "turncoat" and who likewise testified as to the union activities of Atty. Lacsina, Ricardo Villaruel and others (Annex C, Decision, p. 27) — another matter which emphasizes the respondents' unfair labor practice. For under the circumstances, there is good ground to believe that Encarnacion was made to spy on the activities of the union members. This act of the respondents is considered unjustifiable interference in the union activities of the petitioners and is unfair labor practice.

"It has been held in a great number of decisions that espionage by an employer of union activities, or surveillance thereof, are such instances of interference, restraint or coercion of employees in connection with their right to organize, form and join unions as to constitute unfair labor practice, x x x 'Nothing is more calculated to interfere with, restrain and coerce employees in the exercise of their right to self-organization than such activity even where no discharges result. The information obtained by means of espionage is invaluable to the employer and can be used in a variety of cases to break a union.' The unfair labor practice is committed whether the espionage is carried on by a professional labor spy or detective, by officials or supervisory employees of the employer, or by fellow employees acting at the request or direction of the employer, or an ex-employee, x x x" (Teller, Labor Disputes and Collective Bargaining, Vol. II, pp. 765-766, and cases cited)

IV. The lower court should have ordered the reinstatement of the officials and members of the Unions, with full backwages from June 2, 1958 to the date of their actual reinstatement to their usual employment. Because all too clear from the factual and environmental milieu of this case, coupled with settled decisional law, is that the Unions went on strike because of the unfair labor practices committed by the respondents, and that when the strikers reported back for work — upon the invitation of the respondents — they were discriminatorily dismissed. The members and officials of the Unions therefore are entitled to reinstatement with backpay.

"[W]here the strike was induced and provoked by improper conduct on the part of an employer amounting to an 'unfair labor practice,' the strikers are entitled to reinstatement with backpay." (Rothenberg on Labor Relations, p. 418)

"[A]n employee who has been dismissed in violation of the provisions of the Act is entitled to reinstatement with backpay upon an adjudication that the discharge was illegal." {Id., citing *Waterman S.S. Corp. v. N.L.R.B.*, 119 F2d 760; *N.L.R.B. v. Richter's Bakery*, 140 F2d 870; *N.L.R.B. v. Southern Wood Preserving Co.*, 135 F. 2d 606; *C.G. Conn, Ltd. v. N.L.R.B.*, 108 F2d 390; *N.L.R.B. v. American Mfg. Co.*, 106 F2d 61; *N.L.R.B. v. Kentucky Fire Brick Co.*, 99 F2d 89)

And it is not a defense to reinstatement for the respondents to allege that the positions of these union members have already been filled by replacements.

"[W]here the employers' 'unfair labor practices' caused or contributed to the strike or where the 'lock-out' by the employer constitutes an 'unfair labor practice,' the employer cannot successfully urge as a defense that the striking or locked-out employee's position has been filled by replacement. Under such circumstances, if no job sufficiently and satisfactorily comparable to that previously held by the aggrieved employee can be found, the employer must discharge the replacement employee, if necessary, to restore the striking or locked-out worker to his old or comparable position, x x x If the employer's improper conduct was an initial cause of the strike, all the strikers are entitled to reinstatement and the dismissal of replacement employees wherever necessary; x x x." (Id., p. 422 and cases cited.)

A corollary issue to which we now address ourselves is, from what date should the backpay payable to the unionists be computed? It is now a settled doctrine that strikers who are entitled to reinstatement are not entitled to backpay during the period of the strike, even though it is caused by an unfair labor practice. However, if they offer to return to work under the same conditions just before the strike, the refusal to re-employ or the imposition of conditions amounting to unfair labor practice is a violation of Section 4(a)(4) of the Industrial Peace Act and the employer is liable for backpay from the date of the offer (*Cromwell Commercial Employees and Laborers Union vs. Court of Industrial Relations*, L-19778, Decision, Sept. 30, 1964, 12 SCRA 124; Id, Resolution on motion for reconsideration, 13 SCRA 258; see also Mathews, *Labor Relations and the Law*, p. 730 and the cited cases). We have likewise ruled that discriminatorily dismissed employees must receive backpay from the date of the act of discrimination, that is, from the date of their discharge (*Cromwell Commercial Employees and Laborers Union vs. Court of Industrial Relations*, supra).

The respondents notified the petitioner strikers to report back for work on June 2, 1958, which the latter did. A great number of them, however, were refused readmission because they had criminal charges against them pending before the fiscal's office, although non-strikers who were also facing criminal indictments were readily readmitted. These strikers who were refused readmission on June 2, 1958 can thus be categorized as discriminatorily dismissed employees and are entitled to backpay from said date. This is true even with respect to the petitioners Jose Pilapil, Paulino Bugay, Jr. and Jose Garcia, Jr. who were found guilty only of misdemeanors which are not considered sufficient to bar reinstatement (*Teller, Labor Disputes and Collective Bargaining*, p. 854), especially so because their unlawful acts arose during incidents which were provoked by the respondents' men. However, since the employees who were denied readmission have been out of the service of the Companies

(for more than ten years) during which they may have found other employment or other means of livelihood, it is only just and equitable that whatever they may have earned during that period should be deducted from their backwages to mitigate somewhat the liability of the company, pursuant to the equitable principle that no one is allowed to enrich himself at the expense of another (*Macleod & Co. of the Philippines v. Progressive Federation of Labor*, 97 Phil. 205 [1955]).

The lower court gave inordinate significance to the payment to and acceptance by the dismissed employees of separation pay. This Court has ruled that while employers may be authorized under Republic Act 1052 to terminate employment of employees by serving the required notice, or, in the absence thereof, by paying the required compensation, the said Act may not be invoked to justify a dismissal prohibited by law, e.g., dismissal for union activities.

"* * * While Republic Act No. 1052 authorizes a commercial establishment to terminate the employment of its employee by serving notice on him one month in advance, or, in the absence thereof, by paying him one month compensation from the date of the termination of his employment, such Act does not give to the employer a blanket authority to terminate the employment regardless of the cause or purpose behind such termination. Certainly, it cannot be made use of as a cloak to circumvent a final order of the court or a scheme to trample upon the right of an employee who has been the victim of an unfair labor practice." (*Yu Ki Lam, et al. v. Nena Micaller, et al.*, 99 Phil. 904 [1956])

Finally, we do not share the respondents' view that the findings of fact of the Court of Industrial Relations are supported by substantial and credible proof. This Court is not therefore precluded from digging deeper into the factual milieu of the case (*Union of Philippine Education Employees v. Philippine Education Company*, 91 Phil. 93; *Lu Do & Lu Ym Corporation v. Philippine-Land-Air-Sea Labor Union*, 11 SCRA 134 [1964]).

V. The petitioners (15 of them) ask this Court to cite for contempt the respondent Presiding Judge Arsenio Martinez of the Court of Industrial Relations and the counsels for the private respondents, on the ground that the former wrote the following in his decision subject of the instant petition for certiorari, while the latter quoted the same on pages 90-91 of the respondents' brief:

"* * * Says the Supreme Court in the following decisions:

"In a proceeding for unfair labor practice, involving a determination as to whether or not the acts of the employees concerned justified the adoption of the employer of disciplinary measures against them, the mere fact that the employees may be able to put up a valid defense in a criminal prosecution for the same acts, does not erase or neutralize the employer's right to impose discipline on said employees. For it is settled that not even the acquittal of an employee of the criminal charge against him is a bar to the employer's right to impose discipline on its employees, should the act upon which the criminal charge was based constitute nevertheless an activity inimical to the employer's interest. ... The act of the employees now under consideration maybe considered as a misconduct which is a just cause for dismissal. (*Lopez, Sr., et al. vs. Chronicle Publication Employees Ass'n. et al.*, G.R. Nos. L-20179-81, December 28, 1964)" (italics supplied)

Insular Life Assurance Co., Ltd. Employees Association -NATU, et al: vs. Insular Life Assurance Co., Ltd., et al.

The two pertinent paragraphs in the above-cited decision which contained the underscored portions of the above citation read however as follows:

"Differently as regard the dismissal of Orlando Aquino and Carmelito Vicente, we are inclined to uphold the action taken by the employer as proper disciplinary measure. A reading of the article which allegedly caused their dismissal reveals that it really contains an insinuation albeit subtly of the supposed exertion of political pressure by the Manila Chronicle management upon the City Fiscal's Office, resulting in the non-filing of the case against the employer. In rejecting the employer's theory that the dismissal of Vicente and Aquino was

justified, the lower court considered the article as 'a report of some acts and omissions of an Assistant Fiscal in the exercise of his official functions' and, therefore, does away with the presumption of malice. This being a proceeding for unfair labor practice, the matter should not have been viewed or gauged in the light of the doctrine on a publisher's culpability under the Penal Code. We are not here to determine whether the employees' act could stand criminal prosecution, but only to find out whether the aforesaid act justifies the adoption by the employer of disciplinary measure against them. This is not sustaining the ruling that the publication in question is qualified privileged, but even on the assumption that this is so, the exempting character thereof under the Penal Code does not necessarily erase or neutralize its effect on the employer's interest which may warrant employment of disciplinary measure. For it must be remembered that not even the acquittal of an employee, of the criminal charges against him, is a bar to the employer's right to impose discipline on its employees, should the act upon which the criminal charges was based constitute nevertheless an activity inimical to the employer's interest.

"In the herein case, it appears to us that for an employee to publish his 'suspicion,' which actually amounts to a public accusation, that his employer is exerting political pressure on a public official to thwart some legitimate activities on the employees, which charge, in the least, would sully the employer's reputation, can be nothing but an act inimical to the said employer's interest. And the fact that the same was made in the union newspaper does not alter its deleterious character nor shield or protect a reprehensible act on the ground that it is a union activity, because such end can be achieved without resort to improper conduct or behavior. The act of the employees now under consideration may be considered as a misconduct which is a just cause for dismissal."
"["**](italics ours)

It is plain to the naked eye that the 60 un-underscored words of the paragraph quoted by the respondent Judge do not appear in the pertinent paragraph of this Court's decision in L-20179-81. Moreover, the first underscored sentence in the quoted paragraph starts with "For it is settled...," whereas it reads, "For it must be remembered...," in this Court's decision. Finally, the second and last underlined sentence in the quoted paragraph of the respondent Judge's decision, appears not in the same paragraph of this Court's decision where the other sentence is, but in the immediately succeeding paragraph.

This apparent error, however, does not seem to warrant an indictment for contempt against the respondent Judge and the respondents' counsels. We are inclined to believe that the misquotation is more a result of clerical ineptitude than a deliberate attempt on the part of the respondent Judge to mislead. We fully realize how saddled with many pending cases are the courts of the land, and it is not difficult to imagine that because of the pressure of their varied and multifarious work, clerical errors may escape their notice. Upon the other hand, the respondents' counsels have the prima facie right to rely on the quotation as it appears in the respondent Judge's decision, to copy it verbatim, and to incorporate it in their brief. Anyway, the import of the underscored sentences of the quotation in the respondent Judge's decision is substantially the same as, and faithfully reflects, the particular ruling in this Court's decision, i.e., that "[N]ot even the acquittal of an employee, of the criminal charges against him, is a bar to the employer's right to impose discipline on its employees, should the act upon which the criminal charges were based constitute nevertheless an activity inimical to the employer's interest."

Be that as it may, we must articulate our firm view that in citing this Court's decisions and rulings, it is the bounden duty of courts, judges and lawyers to reproduce or copy the same word-for-word and punctuation mark-for-punctuation mark. Indeed, there is a salient and salutary reason why they should do this. Only from this Tribunal's decisions and rulings do all other courts, as well as lawyers and litigants, take their bearings. This is because the decisions referred to in Article 8 of the Civil Code which reads, "Judicial decisions applying or interpreting the laws or the Constitution shall form a part of the legal system of the Philippines," are only those enunciated by this Court of last resort. We said in no uncertain terms in *Miranda, et al. vs. Imperial, et al.* (77 Phil. 1066) that "[O]nly the decisions of this Honorable Court establish jurisprudence or doctrines in this jurisdiction."

Thus, ever present is the danger that if not faithfully and exactly quoted, the decisions and rulings of this Court may lose their proper and correct meaning, to the detriment of other courts, lawyers and the public who may thereby be misled. But if inferior courts and members of the bar meticulously discharge their duty to check and recheck their citations of authorities culled not only from this Court's decisions but from other sources and make certain that they are verbatim reproductions down to the last word and punctuation mark, appellate courts will be precluded from acting on misinformation, as well as be saved precious time in finding out whether the citations are correct.

Happily for the respondent Judge and the respondents' counsels, there was no substantial change in the thrust of this Court's particular ruling which they cited. It is our view, nonetheless, that for their mistake, they should be, as they are hereby, admonished to be more careful when citing jurisprudence in the future.

ACCORDINGLY, the decision of the Court of Industrial Relations dated August 17, 1965 is reversed and set aside, and another is entered, ordering the respondents to reinstate the dismissed members of the petitioning Unions to their former or comparatively similar positions, with backwages from June 2, 1958 up to the dates of their actual reinstatements. Costs against the respondents.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Fernando, Teehankee, Barredo, Villamor and Makasiar, JJ., concur.

Zaldivar, JJ., did not take part.

[1] Cf. *Chicago Apparatus Company*, 12 NLRB 1002; *Fruehauf Trailer Co.*, 1 NLRB 68; *Remington Rand, Inc.*, 2 NLRB 626; *Metropolitan Engineering Co.*, 4 NLRB 542; *Ritzwoller Company*, 11 NLRB 79; *American Mfg. Co.*, 5 NLRB 443; *Ralph A. Fruendich, Inc.*, 2 NLRB 802).

[2] See *Robert Bros, Inc.*, 8 NLRB 925; *Hercules Campbell Body, Inc.*, 7 NLRB 431; *Aronson Printing Co.*, 13 NLRB 799; *E.A. Laboratories, Inc.*, 88 NLRB 673; *Star Beef Company*, 92 NLRB 1018; *Jackson Press, Inc.*, 96 NLRB 132.

[*] As reproduced on pp. 123-127 of the mimeographed and paperbound Supreme Court decisions for December 1964.

[**] " *Id.*, p. 126. (The entire decision may now be found in printed form in 12 SCRA 699-700)

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