

PETROPHIL CORPORATION, PETITIONER, VS. HON. BLAS OPLE, IN HIS CAPACITY AS MINISTER OF LABOR AND EMPLOYMENT, AND MALAYANG MANGGAGAWA SA ESSO, RESPONDENTS.

G.R. No. 56704. December 18, 1981

Ponente: FERNANDEZ, J.

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FERNANDEZ, J.:

This is a petition to review the order of the Minister of Labor dated March 16, 1981 issued in Case No. 64-IPA, entitled "Philippine Federation of Petro-leum Workers (PFPW) and Malayang Manggagawa sa Esso, Petitioners, versus Esso Standard Eastern, Inc. (now Petrophil Corporation), Respondent", [1] on the ground that the Minister of Labor and Employment exceeded his jurisdiction in ordering the reinstatement of all workers belonging to the respondent, Malayang Manggagawa sa Esso (MME) who were terminated by ESSO on December 8, 1967 and that said Minister abused his discretion in finding that the 1968 and 1971 bargaining agreements did not validly supersede the 1963 bargaining agreement and consequently ordering the reinstatement of assistant tank truck drivers and helpers and fillers and the restoration of meal and transportation allowances to workers assigned to MIA and JOCASP Units.

After the respondent; Minister of Labor and Employment, had filed his comment, the petitioner and private respondent submitted on December 4, 1981 the following:

"COMPROMISE AGREEMENT

"COME NOW petitioner Petrophil Corporation, hereinafter referred to as CORPORATION, and respondent MALAYANG MANGGAGAWA SA ESSO, hereinafter referred to as UNION, by way of amicably settling their differences and court cases respectfully submit this compromise agreement, under the following terms and conditions:

"1. It is the intention of the parties to this agreement who presently have cases against each other pending in court or in other government agencies for causes of action which occurred or accrued during the previous management of the CORPORATION, to terminate said cases and settle their disputes amicably;

"2. Each of the party to this Compromise Agreement represents that it has the necessary authority and power to enter into, agree, and accept the terms and conditions of this settlement;

"3. In consideration of the foregoing premises, the parties hereto agree as follows:

"a. The CORPORATION shall pay over to the National Labor Relations Commission for distribution to the employees involved in the cases mentioned above whether presently member of the UNION or not - the amount of SEVEN HUNDRED FIFTY THOUSAND PESOS (P750,000.00) Philippine Currency, as full settlement of any and all claims which said employees and their UNION now have or may have against the CORPORATION arising from this case and other cases by reason of the employment or termination by the CORPORATION'S predecessor-in-interest of said employees. Annex "A" of this Compromise Agreement lists the employees who were members of the UNION at the time the causes of action/herein accrued. Annexes

B to B-24 are the notarized Confirmation of Authorization and Ratification of Compromise Agreement signed by members of the UNION and submitted hereto as part of this Agreement. The distribution of this settlement amount mentioned herein after deducting therefrom all reasonable litigation expenses or lawful obligations as may have been properly incurred by the UNION in connection with these cases, shall be made by the NLRC to those employees listed in Annex "A" in a manner that appears equitable and just in its judgment, taking into account any re-employment wish the Corporation.

"b. The CORPORATION and the UNION hereby agree to consider withdrawn and dismissed all cases filed by the one against the other or their respective officers now pending in court or any other government agency, to wit:

Case No. Tribunal

1. G.R. NO. L-26346, Supreme Court

L-26355 and L-36545

(Petition for contempt)

2. G.R. NO. 56704 Supreme Court

(Petition for certiorari)

(Appeal in Case No. 64-IPA)

3. 4289-ULP (Complaint National Labor

for unfair labor Relations Commission

practice)

4. 4301-ULP (Complaint National Labor

for unfair labor Relations Commission

practice)

including such other cases not enumerated above that might have arisen in connection with the employment relations between the employees and the CORPORATIONS' predecessor-in-interest, in support of the total settlement objective of this compromise;

"c. This agreement shall not prejudice the employment status of any member or former member of the UNION who may be presently employed in the CORPORATION.

"4. Parties also agree that this compromise shall serve as basis for the dismissal with prejudice of the instant case as well as of all other pending cases before any other court or government agency, and shall bar any other claim, present, future, or contingent, that one now has or may have against the other.

"5. The UNION and its members, in accepting this total settlement, waived and relinquished forever all claims against the CORPORATION and further hold the CORPORATION free and harmless from any claim of any member or former member as well as claims of third parties whatsoever,

"WHEREFORE, the parties hereto respectfully move this Honorable Court to approve this compromise as judgment in this case and as basis for dismissal of other related cases,

"Manila, July 27, 1981.

"PETROPHIL CORPORATION "MALAYANG MANGGAGAWA

SA ESSO

By: By:

(SGD) ANTONIO V. DEL ROSARIO (SGD) AMADO FUENTE

President President

Assisted by: Assisted by:

(SGD) ESTELITO P. MENDOZA (SGD) JOSE O. ESPINAS

Solicitor General Legal Counsel

(SGD) ROBERTO E. SOBERANO (SGD) PABLO CASTILLON

Assistant Solicitor General Legal Counsel

(SGD) EDGARDO L. KILAYKO

Solicitor"[2]

The foregoing compromise agreement is not contrary to law, public policy or good morals. The same is hereby approved.

WHEREFORE, judgment is hereby rendered in accordance with the compromise agreement and the parties are ordered to comply with the terms and conditions thereof.

The cases pending in this Court mentioned in the compromise agreement, namely, G.R. No. L-26346, G.R. No. L-26355, G.R. No. L-36545 and this case, G.R. No. 56704, are ordered dismissed.

SO ORDERED.

Teehankee, (Chairman), Makasiar, Melencio-Herrera, and Plana, JJ., concur.
Guerrero, J., no part.

[1] Rollo, pp. 17-25.

[2] Rollo, pp. 112-115, Annexes "A" and "B to B-24" of the Compromise Agreement are attached to the record.

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