

MANILA RAILROAD COMPANY, PETITIONER VS. COURT OF INDUSTRIAL RELATIONS, AND UNION DE MAQUINISTAS, FOGONEROS, AYUDANTES Y MOTORMAN, RESPONDENTS.

G. R. No. L-3868. August 28, 1951

Ponente: JUGO, J.

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JUGO, J.:

This is a petition of the Manila Railroad Company for the review of that part of the decision of the Court of Industrial Relations in case No. 368-V, entitled "Manila Railroad Company vs. Union de Maquinistas, Fogoneros, Ayudantes, y Motorman of the Manila Railroad Company," which awarded to the members of said Union 25 per cent extra pay for night work.

The above award is based on the agreement made by the parties, as shown by the following excerpt from the transcription of the stenographic notes taken during the trial:

* * * * *

"The Court

—

Appearances, please.

APPEARANCES

—

Attorney Leovigildo Monasterial, for the petitioner company.

Attorneys Garcia and Santiago, for the respondent union.

* * * * *

"The Court

—

That is your own look out. All right, what about demand No. 37

Attorney Monasterial

—

With respect to demand No. 3, our answer is that whatever is the decision in the case of the Kaisahan ng mga

Manggagawa sa Manila Railroad versus Manila Railroad Company will be followed by the petitioner company in this case.

"The Court

—

What is the rate approved by the Court in that case?

"Attorney Monasterial

—

I think it is 25 per cent.

"The Court

—

Can you put in black and white how much rate you are willing to pay for night work?

"Attorney Monasterial

—

We are only authorized to answer that demand in the following manner that the petitioner company will abide by whatever decision of the Court in the case of *Kaisahan ng mga Manggagawa sa Manila Railroad versus Manila Railroad Company* with respect to this particular demand.

"The Court

—

What was the rate decided in that case?

"Attorney Monasterial

—

I believe it is 25 per cent, Your honor.

"The Court

—

So, if that 25 per cent will be confirmed, you are willing to pay that much?

"Attorney Monasterial

—

Yes, Your Honor.

"Attorney Garcia

—

We agree to that.

* * * * *

I hereby certify to the foregoing." (Pp. 2-3, Annex "1")

JOSE L. CANLAS

Court Stenographer"

Counsel for the petitioner contends that he has not agreed to the award in question, stating that "the petitioner and the respondent union agreed to submit demand No. 3 on the basis of the evidence presented on the similar demand in said Case No. 270-V and to await the decision of the Court on the matter." (pp. 2-3, petition). This contention is clearly and absolutely against the agreement above quoted.

The attorney for the petitioner further contends that at the time the above agreement was made, case No. 270-V, entitled "Kapisanan ng mga Manggagawa sa Manila Railroad Company vs. Manila Railroad Comany" was still pending decision. This claim is without basis in fact, for that agreement took place at the trial held on February 23, 1950 (Annex "1"), while the decision in case No. 270-V was rendered on February 10, 1950 (Annex A). The above agreement has never been repudiated by the petitioner Manila Railroad Company.

But even supposing that counsel for the petitioner has not made such agreement, still the decision of the Court of Industrial Relations is in accordance with law and is based on sufficient facts.

It should be noted that by the failure of the petitioner to appeal by certiorari to this Court on time, the decision in case No. 270-V has become final.

The petitioner maintains that inasmuch as it furnishes transportation in the day and nighttime and does not make any greater profit out of the night work, it cannot be compelled under the law to pay a higher wage for night work. In support of this claim counsel for petitioner cites the case of "The Manila Electric Company vs. The Public Utilities Employees' Association [1] (45 Off. Gaz., No. 4, 1760), in which it was held:

"The power of the Court of Industrial Relations to settle industrial disputes between capital and labor, which include the fixing of wages of employees or laborers, granted by the general provisions of section 1 of Commonwealth Act No. 103, is restricted by the special provisions of section 4 of Commonwealth Act No. 444, in the sense that public utilities supply electricity, gas, power, water, or providing means of transportation or communication may compel their employees or laborers to work during Sundays and legal holidays without paying them an additional compensation of not less than 25 per cent of their regular remuneration on said days. (Syllabus)

In the present case the Court of Industrial Relations did not require the petitioner to pay extra compensation for work on Sundays and legal holidays, but to pay an additional compensation for work at night. It will be readily seen that it is different to work in the daytime on Sundays and legal holidays from working at night on any day. It is easier for a man to work in the daytime on Sundays or legal holidays than to work at night on any day. This difference was emphatically stressed by this Court in the decision in the case of the Shell Company of Philippine Islands, Limited, vs. National Labor Union [2] (46 Off. Gaz., Sup [1], p. 97) to which reference is herein made. To quote only some paragraphs of said decision:

"Razones de higiene, de medicina, de moral, de cultura, de sociologia, establecen de consuno que el trabajo de noche tiene muchos inconvenientes, y cuando no hay mas rernedio que hacerlo es solo justo que se remunere mejor que de ordinario para resarcir hasta cierto punto al obrero de tales inconvenientes. Es indudable que el trabajo de noche no solo a la larga afecta a la salud del trabajador, sino que le priva a este ciertas cosas que

hacen relativamente agTadable la vida, como vgr., un reposo complete e ininterrumpido y ciertos ratos de solaz, ocio o expansion espiritual y cultural que podria tener al terminar el trabajo por la tarde y durante las primeras horas de la noche. Se dice que el obrero puede descansar de dia despues de haber trabajado toda la noche; pero Normal 0 MicrosoftInternetExplorer4 /* Style Definitions */ table.MsoNormalTable {mso-style-name:"Table Normal"; mso-tstyle-rowband-size:0; mso-tstyle-colband-size:0; mso-style-noshow:yes; mso-style-parent:""; mso-padding-alt:0in 5.4pt 0in 5.4pt; mso-para-margin:0in; mso-para-margin-bottom:.0001pt; mso-pagination:widow-orphan; font-size:10.0pt; font-family:"Times New Roman";} ¿ puede acaso el reposo de dia dar al cuerpo aquel tonico y aquel efecto reparador complete que solo puede proporcionar el reposo natural de noche? Se dice tambien que algunos prefieren trabajar de noche bajo nuestro clima abrasador, evitando as! el calor del dia. Mucho tememos, sin embargo, que esto sea mejor hablado que practicado. Creemos que desde tiempo inmemorial la regla universal es que el hombre trabaja de noche mas por necesidad irremediable que por placentera conveniencia.

"A la opinion vulgar, universal, hay que sumar la opinion pericial el criterio especialista. La opinion de los tratadistas y expertos mil it a decididamente en favor de la tesis de que el trabajo de noche es mas duro y oneroso que el trabajo de dia, considerandose por este con marcada repugnancia y compeliendo consiguientemente a las gerencias capitalisticas a establecer una escala mas alta de salarios como incentivo a los obreros para aceptarlo. Se podrian citar varias autoridades, pero para no extender demasiado esta ponencia optamos por transcribir solamente algunas, a saber: (Citations of numerous authors on labor relations)" (46 Off. Gaz.t Sup. [1]' pp. 108, 109.,)

It results that the decision of the Court of Industrial Relations complained of is in accordance with law.

In view of the foregoing, the petition is dismissed, with costs against the petitioner. It is so ordered.

Paras, C. J., Feria, Pablo, Bengzon, Padilla, Tuason, Reyes and Bautista Angelo, JJ., concur.

[1] 79 Phil., 409.

[2] 81 Phil., 315.

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