

PHILIPPINE MANUFACTURING COMPANY, PETITIONER, VS. ANG BISIG NG PMC, ALBERTO TEODORO, ALEJANDRO JOAQUIN AND COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.

G.R. No. L-18091. June 29, 1963

Ponente: REGALA, J.

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REGALA, J.:

This case comes to Us for review from the Court of Industrial Relations.

It appears that during the period 1947 to August 3, 1953, the schedule of shifts in the production department of the Philippine Manufacturing Company was from 7 a.m. to 3 p.m.; from 3 p.m. to 11 p.m. and from 11 p.m. to 7 a.m. According to the stipulation of facts of the parties, this schedule was adopted by the company and the employees, who are members of respondent Ang Bisig ng PMC, agreed to the same and worked in the shifts during the period mentioned.

In a petition filed in case No. 364-V(5) on April 25, 1955, the union asked the Court of Industrial Relations to order the company to pay 50 per cent extra compensation for work done from 12:01 a.m. to 7 a.m. from 1947 to August 3, 1953, whenever the period mentioned fell on a Sunday or a legal holiday.

On the other hand, the company contained in its answer that since the company and the union had agreed on a workday that began at 7 a.m. of one day and lasted until 7 a.m. of the following day, the period between 12:01 a.m. and 7 a.m. of Sunday should be considered a part of the Saturday workday and therefore work done during that period was not entitled to any extra pay.

After trial, Presiding Judge Jose S. Bautista rendered 21 decision, ordering the company "to pay all its workers involved herein 50% additional compensation for work rendered from 12:01 A.M. to 7:00 A.M. on Sundays and legal holidays."

The company filed a motion for reconsideration and asked that the same be set for hearing before the Court of Industrial Relations en banc. Without hearing the company in oral argument, the Court of Industrial Relations en banc denied the motion for reconsideration in a resolution dated January 1, 1961. Hence, this appeal.

In its first and second assignment of errors, the company complains that the Court of Industrial Relations "ignored the Motion for oral argument, and without further ado, the Presiding Judge of the respondent Court whose order was sought to be reconsidered proceeded to write the minute resolution of the Court en banc denying the Motion for reconsideration" and "the resolution was (then) passed from judge to judge for their signature." It is contended that petitioner was thereby denied due process in violation of Section 1 of Commonwealth Act No. 103 which provides in part that—

"* * * Should any party aggrieved by a ruling or decision of any of the judges, request a reconsideration thereof, or at the request of any of them, the judges shall sit together, and the concurrence of at least three of the five judges shall be necessary for the pronouncement of a decision, order or award."

The hearing of a motion for reconsideration in oral argument is a matter which rests upon the sound discretion of the Court of Industrial Relations. Its refusal does not constitute a denial of due process in the absence of a showing of abuse of discretion. (See *Manila Trading & Supply Co. vs. Philippine Labor Union*, 71 Phil. 124 and *Koppel [Phil.], Inc. contra El Tribunal de Relaciones Industriales, et al.*, 98 Phil., 80; 51 Off. Gaz., No. 5, 2376).

Neither may it be said that the judges of the Court of Industrial Relations did not, as required by law, "sit together" in resolving the Company's motion for reconsideration, because as held in *Tolentino, et al., vs. Angeles, et al.*, 99 Phil., 309; 52 Off. Gaz., No. 9, 4262, "the fact that they (the judges) signed the resolution means that they sat together in consultation and in passing upon the motion for reconsideration filed by petitioners." More recently, this Court ruled that "the requirement that a motion for reconsideration shall be resolved by the court en bane, the judges sitting together, simply demands that all the available judges shall take part, for as long as three at least of the judges attending concur, it is enough for the pronouncement of the decision or award (C.A. 595)." (*San Miguel Brewery Inc., et al. vs. Santos, et al.*, G. R. No. L-12682, August 31, 1961).

For while the resolution may have been prepared by one judge, yet it cannot be inferred from this circumstance, alone that no previous deliberation was held. On the contrary, it is safe to assume that the resolution was the result of a previous consultation among the judges.

In its third, fourth and fifth assignments of errors, the company contends that its "agreement (with the employees) was to the effect that the hours of the arbitrary workday which might overlap into the calendar Sunday or holiday would be treated as part of the workday and paid accordingly." The company, therefore, concludes that in ordering that work done between 12:01 a.m. and 7 a.m. of a calendar Sunday be paid extra compensation the Court of Industrial Relations in effect invalidated the agreement of the parties. It is also claimed that having entered into this agreement, the employees concerned are stopped from claiming extra pay.

The contention is without merit. The validity of the agreement of the parties to work between 11 p.m. and 7 a.m. of the third shift is not the issue in this case. The issue is whether, assuming the agreement to be valid, work done on Sunday or legal holiday as a result of the agreement is to be paid extra compensation. In ordering the payment of extra compensation for work done on Sunday and legal holidays, the Court of Industrial Relations did not invalidate the agreement of the parties. It merely enforce the law. For what the parties agreed upon was the third shift should be from 11 p.m. of one day until 7 a.m. of the following day. As to whether work done during this shift was to be paid only the ordinary rate or the Sunday rate whenever the shift fell on a Sunday or a legal holiday was something else upon which the parties did not agree. Indeed, they did not have to, because the matter is governed by law.

Thus, Section 4 of the Eight-Hour Labor Law (Com. Act No. 444, as amended) provides that—

"No person, firm or corporation, business establishment or place or center of labor shall compel an employee or laborer to. work during Sundays and legal holidays, unless he is paid an additional sum of at least twenty-five per centum of his regular remuneration: * *. * and Section 6 of the same expressly states that—

"Any agreement or contract between the employees and the laborer or employee contrary to the provisions of this Act shall be null and void ab initio."

This is the reason why in *Elks Club vs. Rovira*, 80 Phil. 272, we held that contracts between an employer and his employees, which call for seven day-3 service a week on a monthly salary basis, cannot be renewed after the enactment of the Eight-Hour Labor Law.

Lastly, it is contended that the Court of Industrial Relations erred in ordering the company to pay 50 per cent extra compensation, pursuant to the collective bargaining agreement of the parties, because "the employees cannot in

one action destroy the validity of their agreement to the effect that the first 7 hours of a calendar Sunday is part of the contractual Saturday workday, and in the same action enforce the 50% additional compensation stipulated for 'Sunday work' provided in the same agreement sought to be rendered void." It is contended that the company should be required to pay only 25 per cent as provided by law.

As already stated, the validity of the agreement of the parties is not the issue here. The point rather is whether, on the assumption that the agreement is valid, work done on Sunday or legal holiday as a result of the schedule is to be paid extra compensation and we said it should be. The Court of Industrial Relations therefore committed no error in ordering the payment of 50 per cent additional compensation in line with the practice of the company and the collective bargaining agreement of the parties.

Wherefore the decision dated November 2, 1960 and the resolution dated January 31, 1961 of the Court of Industrial Relations are hereby affirmed, without pronouncement as to costs.

Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., Barrera, Paredes, Dizon and Makalintal, JJ., concur.

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