

**NATIONAL WATERWORKS AND SEWERAGE AUTHORITY,  
PETITIONER, VS. NWSA CONSOLIDATED UNION, MARCIAL ESPLANA  
AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENTS.**

*G.R. No. L-34116. November 24, 1988*

Ponente: GRIÑO-AQUINO, J.

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**GRIÑO-AQUINO, J.:**

This is a petition for review on certiorari of the order dated June 23, 1971 of the defunct Court of Industrial Relations granting Marcial Esplana's claims for full compensation for overtime and nighttime work, services rendered on Saturdays, Sundays, and legal holidays and labor in excess of the official time but within eight hours.

In Case No. 19-IPA (3), entitled "NWSA Consolidated Unions vs. National Waterworks and Sewerage Authority," (p. 16, Rollo) the Court of Industrial Relations (CIR) in its Order of October 29, 1970, awarded to Esplana the amount of P22,112.53 as his compensation for overtime work performed on Saturdays, Sundays, and legal holidays from January, 1957 to October 31, 1963. The judgment was duly satisfied by NWSA.

However, on September 27, 1968, while Case No. 19-IPA (3) was still pending, Esplana filed a petition for additional compensation for overtime and nighttime work, work on Saturdays, Sunday, and legal holidays, and work performed in excess of the official time but within eight (8) hours from November 1, 1963 to September 26, 1968 [Case No. 19-IPA (5)]. He asked the CIR to direct the Court Examiner to compute the differential arising from those additional overtime services.

The CIR granted his petition in an order dated March 13, 1969. Accordingly, the court examiner submitted a report on October 8, 1969 crediting him with the following differentials:

1. Overtime P12,785.84

2. Saturdays, Sundays

Holidays & Grave

Yard shift 29,632.93

3. Basic Time 1,499.19

4. Night Time 3,101.47

Total Amount P47,019.45

The NWSA objected to the Examiner's Report on the grounds of:

- Mathematical errors;
- The overtime services allegedly rendered were not duly authorized in writing by the General Manager of the NWSA; and
- The compensation for the 6th, 7th, 8th hours of work during summer months was not authorized by law.

On June 23, 1971, the CIR made the following corrections in the Examiner's Report:

"In view of the foregoing findings and conclusions, the Court Examiner's Report is hereby corrected as follows:

"Item

Report of Examiner

Deduction

Corrected Amount

1. Overtime

P12,785.84

P1,664.21

P11,121.63

2. Sat., Sun., Hol.

27,845.74

844.75

27,000.99

3. Night Time

3,101.47

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3,101.47

4. Basic Time

1,499.19

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1,499.19

5. Graveyard Shift

1,787.21

737.20

1,050.01

Totals

P47,019.45

P3,246.16

P43,773.29

"WHEREFORE, the differentials indicated in the above tabulation except the basic time differential which is held in abeyance, are hereby approved, and the NWSA is hereby ordered to deposit with the Clerk of this Court the Amount of P42,274.10 within twenty (20) days from receipt hereof, for further disposition.

"SO ORDERED." (p. 15, Annex E, p. 50, Rollo.)

The issue that emerges in this appeal of NAWASA is whether or not Esplana's overtime and nighttime work and services rendered on Saturdays, Sundays, and legal holidays were duly authorized in writing and whether overtime work exceeding 8 hours performed on Saturdays, Sundays, and holidays are entitled to 50% premiums. As toolkeeper of the NWSA from 1956 to 1968, when he retired, Esplana issued tools, equipment and materials to the gangs going to work, and received them at the end of the day (t.s.n., pp. 18 and 23, December 2, 1969). He attended to the needs of 5 morning gangs, 3 night gangs, and one emergency gang (t.s.n., p. 5, January 13, 1970). Ordinarily, the day gangs got their tools from six o'clock to eight o'clock in the morning and returned them between five to six o'clock in the afternoon, if they did not render overtime. If they rendered overtime, they returned their tools between eight to nine o'clock at night (t.s.n., p. 6, January 13, 1970). On the other hand, the night gangs received their equipment between 6:00 P.M. and 9:00 P.M. They returned them early in the morning from 6:00 A.M. to 7:00 A.M. (t.s.n., p. 8, January 13, 1970). The emergency gang took its gear any time of the day or night, whenever there was an emergency and returned the tools any time after the work was finished (t.s.n., p. 9, January 13, 1970). Due to the nature of his work, Esplana was authorized in writing by his chief to perform overtime and nighttime work and render service on Saturdays, Sundays, and legal holidays (t.s.n., pp. 22 and 24, December 2, 1969). Esplana also testified that he was the only one authorized to issue tools, except when he was on leave (t.s.n., p. 11, January 13, 1970). His written authority to render overtime work was renewed monthly until he retired (t.s.n., pp. 11, 12, 13 and 29, March 24, 1970). Those written authorizations were submitted to the NWSA Auditor (t.s.n., p. 12, December 2, 1969; p. 10, March 24, 1970).

The Court noted that Esplana's testimony was not contradicted by NWSA. He presented a sample written authorization (Exhibit H), which was part of the record of Case No. 19-IPA (3). In response to a subpoena duces tecum issued to the NWSA Auditor, the Auditor's representative, Melchor de Jesus, produced the original of a written authorization dated October 30, 1963 in favor of Esplana and two other NWSA employees. De Jesus testified that the document was the only written authorization issued to Esplana that he could find among the records of the Auditing Office [t.s.n., pp. 32-36, April 30, 1968; Case No. 19-IPA (3)].

Nevertheless, the Examiner observed that Esplana's authority to render overtime and related work was proven by other pieces of evidence, such as his salary index cards (Exh. C), and time cards (Exh. B). The Examiner determined the number of hours of extra work appearing in his time cards, and deducted the sums already paid to him in his salary index cards (Exh. C). The difference is the subject of Esplana's claim (t.s.n., pp. 7-13, April 20, 1970).

Regarding the allowance of 50% premium for the Sunday and holiday services under the CBA (Exh. 7), the pertinent provisions of Article II, Section 1 of the Collective Bargaining Agreement provide:

"(a) Overtime in excess of 8 hours day work, or in excess of 40 weekly regular working hours

25%

xxx xxx xxx

"(c) Sundays and legal/ declared holidays

25%"

(p. 124, Rollo.)

It is clear that services performed on Sundays or legal holidays are entitled to 25% premium and if they also exceed the regular working hours, the employee is entitled to another 25% additional compensation as provided in Section 1(a) of the CBA or a total of 50% premium.

Moreover, evidence was adduced through Melchor de Jesus, Chief of the Investigation Section of the NWSA Auditing Office, that NAWASA had been paying 50% premium for Sunday and holiday services since 1966 (t.s.n., p. 37, March 11, 1971).

The Court's findings that Esplana was authorized to render overtime work at nighttime and on Saturdays, Sundays, and holidays, and that NWSA had been paying its employees 50% premium for overtime work on Sundays and holidays since November 16, 1965 are clearly supported by substantial evidence. The Court correctly adjusted Esplana's Saturday, Sunday, and holiday differential and reduced it to P27,000.99. The adjustment it made in the computation of his additional compensation for the graveyard shift was also proper. Those findings of the Court of Industrial Relations are factual and, being supported by substantial evidence, are conclusive on this Court. It may not be said that the trial court acted with grave abuse of discretion in reaching them (*De Leon vs. Pampanga Sugar Dev. Co., Inc.*, 29 SCRA 628, 633; *Laguna Colleges vs. CIR*, L-28927, Sept. 25, 1968; *Luzon Stevedoring Corp. vs. Celerio*, L-22542, July 31, 1968; *Tanglaw ng Paggawa vs. CIR*, L-24498, Sept. 21, 1968; *Mechanical Dept. of Labor Union sa PNC vs. CIR*, L-28223, Aug. 30, 1968; *East Asiatic Co., Ltd vs. CIR*, L-17037, April 30, 1966).

WHEREFORE, finding no reversible error in the decision of the Court of Industrial Relations, the same is hereby affirmed with costs against the petitioner. This decision is immediately executory.

**SO ORDERED.**

Narvasa, (Chairman), Cruz, Gancayco, and Medialdea, JJ., concur.

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