95 Phil. 40

[G.R. No. L-6988. May 24, 1954]

U. S. T. HOSPITAL EMPLOYEES ASSOCIATION, RECURRENTE, CONTRA STO. TOMAS UNIVERSITY HOSPITAL, RECURRIDO.

D E C I S I O N

PABLO, M.:
Tratase de un recurso de certiorari, por medio del cual la U.S.T. Hospital Employees Association pide que se revoque la orden de sobreseimiento dictada por el Tribunal Industrial en la causa No. 790-V, titulada U.S.T. Hospital Employees Association contra Sto. Tomas University Hospital.

La recurrente alega que en 3 de febrero de 1953 ambas partes sometieron una estipulacion de hechos: que en 7 de julio el Hon. Juez Bautista sobreseyo la demanda por no tener jurisdiccion el tribunal para conocer de la misma y que la mayoria del tribunal, compuesta de los Hons, Jueces Roldan, Bautista y Jimenez Yanson denego la motion de reconsideration, con la disidencia de los Hons. Jueces Lanting y Castillo.

La recurrente contiende que erro el Tribunal Industrial al declararse sin jurisdiccion para conocer de la causa.

El Tribunal Industrial no es un juzgado de primera instancia de jurisdiccion general; su jurisdiccion esta limitada por la ley que cred.

El articulo 1.° de la Ley del Commonwealth No. 559, dice asi:

> "*Jurisdiction—Judges*—There is created a Court of Industrial Relations hereinafter called the court, which shall have

> jurisdiction over the entire Philippines, to consider, investigate, decide, and settle all questions, matters, controversies, or disputes arising between, and/or affecting employers and employees or laborers, and landlords and tenants or farm-laborers, and regulate the relations between them, subject to the provisions of this Act."

El articulo 2 de la misma ley dice lo siguiente:

> "SEC. 2. Section four of the same Act is amended to read as follows:
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> "SEC. 4. *Strikes and lockouts*.—The Court shall take cognizance for purposes of prevention, arbitration, decision, and settlement, of any industrial or agricultural dispute causing or likely to cause a strike or lockout, arising from differences as regards wages, shares or compensation, *dismissals, lay-offs, or suspensions of employees or laborers, tenants or farm-laborers*, hours of labor, or conditions of tenancy or employment, between employers and employees or laborers, and between landlords and tenants or farm laborers, provided that the number of employees, laborers or tenants or farm-laborers involved exceed thirty, and such industrial or agricultural dispute is submitted to the Court by the Secretary of Labor, or by any or both of the parties to the controversy."

Y el articulo 22 de la Ley de la Republica No. 772, define los terminos diciendo:

> "*Definition of various words*.—In this Act, unless the context indicates otherwise, the definition of various words used therein shall be as follows:
>
> "(a) 'Employer' includes every person or association of persons, incorporated or not, public or private, and the legal representative of the deceased employer * * *.

"(b) 'Laborer' is used as a synonym of "Employee" and means every person who has entered the employment of, or works under a service or apprenticeship contract for an employer. * * *

"(d) 'Industrial employment' in case of private employers includes all employment or work at a trade, occupation or profession exercised by an employer for the purpose of gain, except domestic service."

La estipulacion de hechos sometida por las partes en la causa original es la siguiente:

ESTIPULATION OF FACTS

"1. That the petitioner U.S.T. Hospital Employees Association, is a legitimate labor organization duly registered with the Department of Labor under Registration No. 1073;

"2. That the respondent U.S.T. Hospital is an institution owned by the Pontifical University of Sto. Tomas, managed and operated by an Administrator;

"3. That the service being rendered by the Hospital to the public is, by its very nature, continuous i.e. that the service rendered by the Hospital cannot be suspended on Sundays and legal holidays;

"4. That on May 9, 1951, the petitioner and the respondent entered into a contract for a period of one year from and after May 15, 1951, which was renewed last May 15, 1952 for another year up to and expiring on May 15, 1953. A copy of said agreement is attached as Annex "A" of the original petition;

"5. That prior to the signing of the agreement on May 9, 1951, a majority of the employees of the respondent, including members of the petitioning Union, were required to work and were working 7 days a week, i.e. including Sundays and holidays;

"6. That in accordance with the agreement, the respondent Hospital

paid the members of the petitioning Union a monthly salary of P120.00 each from and after May 15, 1951, for those employees who were living outside and P50 monthly in cash and P70 monthly in the form of subsistence and quarters for those employees who, because of the nature of their work were required to stay in the quarters provided by the Hospital. The respondent Hospital from August, 1951, without demand from the members of the petitioning Union, increased their salaries, in accordance with the respondent's view of the law, such that they are now receiving a monthly salary of P122 a month cash for those living outside and P56 monthly in cash and P66 monthly in the form of subsistence and quarters for those employees who, because of the nature of their work, were required to stay in the quarters provided by the Hospital;

7. That after the signing of the agreement, the majority of the employees of the respondent Hospital, including. members of the Union, continued to work on Sundays and holidays without being paid additional compensation therefor;

"8. That the respondent is an hospital institution which has a pay ward with a bed capacity of 140 and a charity ward with a 203 bed capacity;

"9. That the respondent has not secured a permit from the Secretary of Labor to require their employees to work on Sundays and holidays on the sincere and honest belief that hospitals are exempted from the operation of the 8-hour labor law and can require their employees to work on Sundays and holidays;

"10. That the employees of the respondent, including members of the Union, who are assigned to work during night time are not paid any premium or additional pay aside from the regular salary.

"Manila, Philippines, February 3, 1953."

De dicha estipulacion no hay nada que indique que el Hospital de la Universidad de Sto. Tomas se haya establecido para fines de lucro. Al

contrario, se dice en la estipulacion de hechos que el recurrido “es una institucion que tiene 140 camas de pago y 203 camas gratuitas; que con lo que se recaude de las 140 camas de pago se sostienen las 203 camas gratuitas. No hay ningun indicio de que en esa operacion haya un balance en favor del hospital que constituya ganancia.

En una carta—dice el expediente—que dirigio el Rector de la Universidad de Sto. Tomas al Director de Sanidad, pidiendo permiso para establecer un hospital privado, aquel dijo: “The object of the establishment is to provide modern hospital facilities to both charity patients and pay-patients. The former is a source of material for instruction to medical students and the latter to procure the funds necessary to partly finance the expenses of the free ward.” Si esto es derto, entonces los ingresos de las 140 camas de pago no son mas que “funds necessary to partly finance the expenses of the free wards.” No debe tener ganancia entonces el hospital con los ingresos quo recibe de las camas de pago, porque todo cuanto recauda no es suficiente para el mantenimiento gratuito de 203 camas, sino solo representa una parte de los gastos indispensables.

Se arguye que como el hospital proporciona material para la instruccion de estudiantes de la Escuela de Medicilia y que esta recibe derechos de matricula e instruccion, el hospital, por tanto, debe ganar por los ingresos de la escuela. Esta es una inferencia forzada, porque el recurrido es el hospital, no la escuela de medicina de la Universidad de Sto. Tomas; no existe prueba de que la escuela de medicina pagase algo al hospital por el servicio que este la proporciona. Si la escuela de medicina fuese la recurrida y no el hospital solamente, la cuestion probablemente seria distinta. Parte de las conclusiones de hecho del Tribunal Industrial es la siguiente:

> There is no other means of supporting the Hospital than the pay section. All the expenses are supplied exclusively by the pay ward. Although it was established for the instruction of medical students, the matriculation fees paid by said students are devoted exclusively to the maintenance of the College of Medicine. Thus, no part of the said

> tuition fees goes to the sustenance of the charity ward.
>
> "The University of Sto. Tomas, far from making money from the pay ward, as its own profit, still pays the medicines of patients of the free ward.
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> "Since the free ward section is free for everybody, where all routine treatment needed, such as food, bed, medicines, operation, is supplied gratis by the Hospital, it is clear that the respondent is a charitable institution. It is undoubted that the purpose of the hospital is not primarily to obtain money. Such purposes, in the language of the witness Dr. Ramos, is: "This is killing two birds with one stone; providing instruction to medical students, and at the same time, the public is free to enter the Hospital." (t. s. n., p. 21, hearing of April 20, 1953).

De los hechos probados—que no podemos alterar fxerza es concluir que el hospital esta funcionando no para fines de lucro sino para un fin mas elevado: el de servir a la humanidad doliente.

El recurrido es "employer" y los miembros de la recurrente son "laborers" o "employees" de acuerdo con el articulo 2 de la Ley de la Republica No. 772. Se puede considerar como "industrial employment", de acuerdo con dicho articulo, el trabajo que desempeiia cada uno de los miembros de la recurrente en el hospital cuando este no funciona con el fin de negociar? No existe alegacion ni en la solicitud presentada en la causa No. 790-V, ni en el presente recurso, ni existen pruebas de que el Hospital de la Universidad de Sto. Tomas se haya establecido con el proposito exclusivo de marginar ganancias y repartir dividendos; por tanto, no pueden ser considerados como "industrial employment" los puestos ocupados por los miembros de la recurrente. Si no es "industrial employment", tampoco debe considerarse "industrial dispute" la controversia entre el hospital y los miembros de la recurrente. La reclamation no esta, por tanto, bajo la jurisdiction del Tribunal Industrial como no lo esta la demanda de los que trabajan en el servicio domestico.

Como la demanda en la causa original No. 790-V se presento en el Tribunal Industrial el 7 de enero de 1953, mas de ocho meses despues de aprobada la Ley de la Republica No. 772, no merece seria consideration el segundo error atribuido a dicho Tribunal.

Se deniega la petiticion con costas contra la recurrente.

Bengzon, Montemayor, Reyes, A., Jugo, Bautista Angelo, y *Labrador, MM.,* estan conformes.

Date created: October 08, 2014