

J.P. HEILBROWN COMPANY, PETITIONER, VS. NATIONAL LABOR UNION AND THE COURT OF INDUSTRIAL RELATIONS, RESPONDENT.

G.R. No.L-4415. December 17, 1951

Ponente: BAUTISTA ANGELO, J.

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BAUTISTA ANGELO, J.:

This Is a petition for certiorari seeking to set aside the decision rendered by the Court of Industrial Relations granting the members of the National Labor Union free hospitalization and full salary in all cases of illness or accident regardless of how the illness is contracted or the accident occurred.

On August 21, 1950, in case No. 160-V of the respondent Court of Industrial Relations, the National Labor Union prayed, among other things, that petitioner be ordered to grant the members of the Union "free hospitalization and payment of full salary in case of accident or illness". After the claim was heard before a commissioner authorized by the court to receive the evidence, the court rendered decision granting the demand in line with the agreement of the parties but without stating that the free hospitalization and full salary would be only in cases of "illness or accidents arising from or contracted in line of duty". Petitioner moved for a reconsideration of the decision, and this motion having been denied, petitioner filed this petition for review.

While the decision of the respondent court states that it grants the demand for free hospitalization and payment of salary in case of accident or illness to the members of the respondent Union in line with the agreement entered into between petitioner and the Union, it does not, however, state categorically the terms of said agreement, nor does it quote any portion thereof If any had been entered into. It merely makes a general reference to the agreement, and expresses its conformity thereto, but it does not state in what does it consist. Petitioner claims that the decision does not substantially agree to the agreement of the parties because it grants "free hospitalization and full salary not only in cases of 'illness or accidents arising from or contracted in line of duty', as it was agreed upon by petitioner and the respondent Union, but in all cases of illness or accident regardless of how the illness was contracted or the accident occurred".

The court finds that petitioner and the respondent Union have not entered into any express agreement relative to the matter before the Court of Industrial Relations. What took place was that when the case was heard by the commissioner authorized by the court to receive the evidence, the parties, or their counsel, expressed their views on the demand pertaining to hospitalization and full salary, and Mr. Amos G. Bellis, General Manager of the petitioner, as well as his attorney, Mr. Balonkita, made it plain that they would only agree to grant hospitalization and full salary in cases of accident or illness contracted or arising in line of duty. This was clarified by the commissioner and was acquired in by Attorney Lerum representing the Labor Union. This clearly appears in the transcript of the stenographic notes taken during the hearing before the commissioner which is not disputed. The only comment made by counsel for the respondent court is that the decision is not contrary to law because it is in substantial conformity with the agreement entered into by the petitioner and the respondent Union, which comment implies that the real import of the decision is to grant the demand as it has been expounded by counsel for petitioner and clarified by the commissioner the substance of which has already been set forth elsewhere. Be it

as it may, the fact remains that the decision on the matter is not clear, and, therefore, it needs clarification to avoid misunderstanding. The clarification that we wish to make is that the demand is hereby granted provided the free hospitalization and full salary should be limited to cases of "illness or accidents arising from or contracted in line of duty".

Wherefore, the decision appealed from is hereby modified in the sense above indicated, without pronouncement as to costs.

Paras, C.J., Pablo, Bengzon, Padilla, Tuason, Reyes, and Jugo, JJ., concur.

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