Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

OMANFIL INTERNATIONAL MANPOWER DEVELOPMENT CORPORATION & MODH AL-ZOABI TECHNICAL PROJECTS CORP.,
Petitioners,

-versus-

ROLANDO B. MESINA,
Respondent.

G.R. No. 217169

Present:

LEONEN, *J.*,
Chairperson,
HERNANDO,
INTING,
DELOS SANTOS, and
ROSARIO, *JJ.*

Promulgated:
November 4, 2020

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DECISION

HERNANDO, *J.*:

Challenged in this Petition[1] is the March 11, 2014 Decision[2] of the Court of Appeals (CA) in CA-G.R. SP. No. 114750 which held that respondent Rolando B. Mesina (Mesina) was illegally dismissed, and its February 25, 2015 Resolution[3] which denied the Motion for Reconsideration thereof.

The Antecedents

Petitioner Omanfil International Manpower Development Corporation (Omanfil) hired Mesina for an overseas work as an Expediter. Omanfil deployed him to petitioner Mohd Al-Zoabi Technical Projects Corporation (MAZTPC; collectively petitioners) with a particular job assignment at Al Khaji Joint Operations (AKJO) in Dammam, Saudi Arabia.[4]

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[1] *Rollo*, pp. 8-32.
[2] Id. at 34-45; penned by Associate Justice Michael P. Elbinias and concurred in by Associate Justices Isaias P. Dicdican and Victoria Isabel A. Paredes.
[3] Id. at 47-48; penned by Associate Justice Victoria Isabel A. Paredes and concurred in by Associate Justices Isaias P. Dicdican and Normandie B. Pizarro.
[4] Id. at 50.

Mesina's employment contract which took effect on May 4, 2005, stated the following terms and conditions:

Position	Expediter
Duration	24 months
Monthly salary	SR 4,000
Benefits	30 days annual leave after completion of 12 months service
Accident or illness	In the event of the employee being unable to discharge his duties through accident or illness incurred while working on the project or projects, medical treatment will be provided free by the employer. If the illness prolongs or is found to be permanent, the employee will be returned to point of departure at the employer's expense.[5]

On May 4, 2005, Mesina left for Saudi Arabia and commenced working with AKJO on May 7, 2005.[6]

On the first week of February 2006, or after nine months since he started working, Mesina experienced chest pains. He was confined at a local hospital on February 11, 2006 on account thereof. His severe chest pain was diagnosed as a heart disease but he was discharged as his health was regarded "in good condition".[7]

On February 18, 2006, Mesina was again admitted to the same hospital because of chest pains. His condition eventually improved, but his doctor advised him to immediately undergo an Angiogram Test in a better equipped hospital. He was discharged on February 19, 2006.[8]

According to petitioners, Mesina opted to come home to the Philippines since he felt he could be treated better in his home country for his congenital heart ailment with his family around. They likewise claimed that they gave Mesina an entry-reentry visa so that he could return to them for work after his recovery.[9]

However, contrary to the foregoing, Mesina claimed[10] that against his will, the following day, or on February 20, 2006, MAZTPC requested AKJO to immediately repatriate him due to his serious medical condition. [11]

On February 22, 2006, Mesina was repatriated.[12]

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[5] Id. at 50-51.
[6] Id. at 51.
[7] Id.
[8] Id.
[9] Id. at 12.
[10] Id. at 258
[11] Id. at 51 and 74.
[12] Id. at 51.

During the first week of June 2006, Mesina reported to Omanfil and sought reimbursement for his medical expenses and for further expenses for the operation and treatment of his illness in the total amount of ₱500,000.00 and submitted, among others, a Philippine Heart Center's (PHC) quotation for operation materials in the amount of ₱366,099.90, exclusive of doctors' fees and hospitalization charges.[13] However, petitioners did not accede to his demands since pursuant to the employment contract, the free medical treatment may only be availed of by Mesina during the period of his employment.[14] Moreover, Mesina's heart ailment could not have been work-related or acquired during his short term employment of nine months, thus he is not entitled to free extensive medical treatment, as contemplated in Item 8 of his employment contract.[15]

Aggrieved by what he believed to be termination of his employment without any legal justification,[16] Mesina proceeded to file a case for illegal dismissal, refund of hospitalization and medical expenses, damages and attorney's fees[17] against petitioners.

Ruling of the Labor Arbiter:

In a Decision dated December 21, 2007,[18] the Labor Arbiter dismissed Mesina's claim for illegal dismissal but ordered petitioners to pay him separation pay.[19] The dispositive portion of said Decision reads:

> WHEREFORE, premises considered, judgment is hereby rendered dismissing complainant's claim for illegal dismissal for lack of merit. However, [petitioners] are ordered to pay complainant Rolando B. Mesina the sum of FOUR THOUSAND SAUDI RIYALS (SR4,000.00) or its peso equivalent at the time of payment, representing payment of his separation pay.
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> All other claims are dismissed for lack of merit.
>
> SO ORDERED.[20]

Ruling of the National Labor Relations Commission (NLRC):

Mesina subsequently filed an appeal with the NLRC. However, in its May 29, 2009 Decision,[21] the NLRC affirmed the findings of the Labor Arbiter. It held that Mesina's dismissal was based on an authorized cause under the terms and conditions in his employment contract, that is, an employee will be repatriated if his illness, if incurred while working, is

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[13] Id. at 12-13.
[14] Id. at 13 and 25-26.
[15] Id. at 21.
[16] Id. at 59.
[17] Id. at 52.
[18] Id. at 58-64; penned by Labor Arbiter Pablo C. Espiritu, Jr.
[19] Id. at 37 and 52.
[20] Id. at 63-64.
[21] Id. at 49-55; penned by Commissioner Perlita B. Velasco and concurred in by Presiding Commissioner Gerardo C. Nograles and Commissioner Romeo L. Go.

prolonged or is found to be permanent.[22] The dispositive portion of said Decision reads:

> WHEREFORE, the appealed Decision is hereby AFFIRMED and the appeal of complainant is DISMISSED for lack of merit.[23]

Mesina filed a Motion for Reconsideration of the foregoing Decision, which the NLRC denied in its February 26, 2010 Resolution.[24]

Ruling of the Court of Appeals:

Displeased, Mesina filed a Petition for *Certiorari* under Rule 65 of the Rules of Court with the CA.[25] In said petition, he prayed that the NLRC's Decision and Resolution be declared null and void for having been issued with grave abuse of discretion.[26]

In its March 11, 2014 Decision, the CA found that petitioners herein illegally dismissed Mesina when his contract was pre-terminated and he was repatriated back to the Philippines without any just or authorized cause.[27] Contrary to the NLRC's findings, the CA held that MAZCO pre-terminated Mesina's contract and repatriated him without any showing that his disease had been a prolonged one, or that such disease was found to be permanent.[28] Furthermore, the appellate court pointed out that petitioners herein "failed to prove, through the required Certification from a competent public authority, that petitioner Mesina's disease was of such nature or was at such a stage that the disease could not be cured within six (6) months even after proper medical treatment, or, that petitioner's continued employment was prejudicial to his health or to those of his colleagues."[29] The *fallo* of said Decision reads:

> **WHEREFORE**, the Petition is **GRANTED**. The assailed Decision and Resolution are **SET ASIDE** and **REVERSED**. A new one is rendered **DECLARING** private respondents Omanfil International Manpower Development Corporation and Modh Al-Zoabi Technical Projects Corporation Remco Transport liable for Illegal Dimissal and **ORDERING** them to pay, jointly and severally, petitioner Rolando B. Mesina full reimbursement of his Placement Fee and his salaries for the unexpired portion of his employment contract.
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> The case is **REMANDED** to the Labor Arbiter for the computation of such monetary awards.
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> **SO ORDERED.**[30]

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[22] Id. at 53.
[23] Id. at 54.
[24] Id. at 56.
[25] Id. at 34.
[26] Id. at 37-38.
[27] Id. at 38.
[28] Id. at 41.
[29] Id.
[30] Id. at 44.

Herein petitioners' Motion for Reconsideration of the foregoing Decision was denied by the appellate court's February 25, 2015 Resolution.

Aggrieved, petitioners filed the instant Petition for Review on *Certiorari* under Rule 45 of the Rules of Court. Petitioners mainly assert that the CA erred in holding that Mesina was illegally dismissed because of the absence of a medical certificate as required under Sec. 8, Rule I, Book VI of the Omnibus Rules Implementing the Labor Code of the Philippines.[31]

Our Ruling

After a careful review of the records on hand, We find no cogent reason to disturb the findings of the CA.

Item 8 of Mesina's employment contract with petitioners provides:

> In the event of the Employee being unable to discharge his duties through accident or illness incurred while working on the project or projects, medical treatment will be provided free by the employer. If the illness [is prolonged] or is found to be permanent, the employee will be returned to point of departure at the employer's expense. It should be noted that the employer will not be responsible for any medication required for personal injury or illness due to improper behavior by employee.[32]

On the other hand, an employer may terminate an employee's employment on the ground of a disease, as provided under Article 284 of the Labor Code:

> ARTICLE 299 [284]. *Disease as Ground for Termination.*- An employer may terminate the services of an employee who has been found to be suffering from any disease and whose continued employment is prohibited by law or is prejudicial to his health as well as to the health of his co-employees: Provided, That he is paid separation pay equivalent to at least one (1) month salary or to one-half (1/2) month salary for every year of service, whichever is greater, a fraction of at least six (6) months being considered as one (1) whole year.[33]

However, Section 8, Rule 1 of the Omnibus Rules Implementing the Labor Code sets out the requirements in order to validly terminate an employee on the foregoing ground, to wit:

> SECTION 8. *Disease as a ground for dismissal.* – Where the employee suffers from a disease and his continued employment is prohibited by law or prejudicial to his health or to the health of his co-employees, the employer shall not terminate his employment unless there is a certification by competent public health authority that the disease is of such nature of at such a stage that it cannot be cured within a period of six (6) months even with proper medical treatment. If the disease or ailment can be cured within the period, the employer shall not terminate the employee but shall ask the employee to take a leave of absence. The employer shall

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[31] Id. at 19.
[32] Id. at 17 and 105.
[33] Labor Code of the Philippines, Presidential Decree No. 442 (Amended & Renumbered), July 21, 2015.

> reinstate such employee to his former position immediately upon the restoration of his normal health.[34]

In a bundle of cases,[35] We have held that for a dismissal on the ground of disease to be considered valid, two requisites must concur: (a) the employee suffers from a disease which cannot be cured within six months and his/her continued employment is prohibited by law or prejudicial to his/her health or to the health of his/her co-employees, and (b) a certification to that effect must be issued by a competent public health authority.

In the instant case, petitioners did not comply with the foregoing requirements to justify Mesina's termination on the ground of a disease. We note that MAZCO repatriated Mesina to the Philippines without any showing that he had a prolonged and permanent disease. Furthermore, Mesina's Medical Reports[36] established that he was first confined on February 11, 2006 due to acute retrostemal chest pain and upon his discharge on February 14, 2006, he was "in good general condition with an advice to [undergo] a percutaneous coronary intervention (PCI) for further evaluation and management". Similarly, during his second confinement on February 18, 2006 due to left sided precordial pain on his left shoulder and forearm, his February 20, 2006 Medical Report indicated that "[t]he patient was admitted in the hospital under observation with follow up ECG & cardiac enzymes. ECG showed no new changes. The cardiac enzymes were within normal range. He was given a strong analgesic & the specific treatment & was discharged on 19.02.06 with an advice for urgent PCI for more evaluation. . . ."[37]

Thus, when Mesina was repatriated on February 21, 2006, none of his medical records showed that his ailment was permanent or that he suffered from a disease which could not be cured within six months and that his continued employment was prohibited by law or prejudicial to his health or to the health of his co-employees. This is validated by the absence of the required Certification from a competent public authority certifying to such a health condition on his part.

The CA therefore properly held that petitioners failed to comply with the provisions of Mesina's Employment Agreement/Contract, and with the provisions of Article 284 of the Labor Code and Section 8, Rule I of the Omnibus Rules Implementing the Labor Code. Had they done so, Mesina's Ischaemic Heart Disease could have been considered as an authorized cause for his dismissal.[38]

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[34] Omnibus Rules Implementing the Labor Code, May 27, 1989.

[35] *Duterte v. Kingswood Trading Co., Inc.*, 561 Phil. 11, 18 (2007); *Crayons Processing, Inc. v. Pula*, 555 Phil. 527, 537 (2007); *Manly Express Inc. v. Payong, Jr.*, 510 Phil. 810, 824 (2005).

[36] CA *rollo*, pp. 40-41.

[37] Id. at 41.

[38] *Rollo*, p. 40.

Petitioners further assert that Mesina could not have acquired his ailment during his 9-month employment with them. They claim that Item 8 in Mesina's employment contract excludes his ailment of Ischaemic Heart Disease since it was a congenital one aggravated by an unhealthy lifestyle and therefore not related to work. It was also not possible for them to comply with the requirements mandated by law for termination on the ground of disease since they did not terminate Mesina's employment when he was repatriated on February 21, 2006. What transpired was that Mesina's temporary repatriation was for the sole purpose of his medical treatment in the Philippines, even if his illness was not work-related.[39]

We find the foregoing arguments unmeritorious.

Firstly, this Court finds that the very nature of petitioner's work as an Expediter had contributed to the aggravation of his illness - if indeed it was pre-existing at the time of his employment. In *De Leon v. Maunlad Trans, Inc.*,[40] We have held that "it is not required that the employment be the sole factor in the growth, development or acceleration of the illness to entitle the claimant to the benefits provided therefor. It is enough that the employment had contributed, even to a small degree, to the development of the disease." Moreover, in *Wallem Maritime Services, Inc. v. National Labor Relations Commission*,[41] We pointed out that:

> Neither is it necessary, in order to recover compensation, that the employee must have been in perfect condition or health at the time he contracted the disease. Every workingman brings with him to his employment certain infirmities, and while the employer is not the insurer of the health of the employees, he takes them as he finds them and assumes the risk of liability. x x x[42]

Secondly, this Court finds that petitioners failed to substantiate their claim that Mesina voluntarily returned to the Philippines for medical treatment. If the repatriation was indeed voluntary on his part, he would not have pursued a case of illegal termination against petitioners which would cost him time and money. As it is, Mesina's immediate filing of a case of illegal dismissal negates petitioners' claim that he voluntarily agreed to his repatriation to seek medical treatment in his home country. Likewise, petitioners failed to establish the fact that they provided Mesina a re-entry visa to support their argument that they did not dismiss him. In any case, even the existence of a re-entry visa does not necessarily defeat an illegal dismissal complaint.

WHEREFORE, the instant Petition is hereby **DENIED**. The assailed March 11, 2014 Decision and the February 25, 2015 Resolution of the Court of Appeals in CA-G.R. SP. No. 114750 are hereby **AFFIRMED**. No pronouncement as to costs.

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[39] Id. at 26.
[40] 805 Phil. 531, 541 (2017).
[41] 376 Phil 738 (1999).
[42] Id. at 747.

SO ORDERED.

RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:

MARVIC M. V. F. LEONEN
Associate Justice

HENRI JEAN PAUL B. INTING
Associate Justice

EDGARDO L. DELOS SANTOS
Associate Justice

RICARDO R. ROSARIO
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARVIC M. V. F. LEONEN
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

DIOSDADO M. PERALTA
Chief Justice

CERTIFIED TRUE COPY

MISAEL DOMINGO C. BATTUNG III
Division Clerk of Court
Third Division
FEB 11 2021