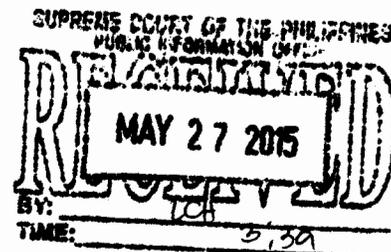




Republic of the Philippines
 Supreme Court
 Baguio City

FIRST DIVISION

NOTICE



Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated April 20, 2015 which reads as follows:

“G.R. No. 216965 (Magsaysay Maritime Corporation v. Dennis D. Garcia). - After a judicious review of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the November 11, 2014 Decision¹ and February 18, 2015 Resolution² of the Court of Appeals (CA) in CA-G.R. SP No. 136521 for failure of Magsaysay Maritime Corporation (petitioner) to show that the CA committed any reversible error in upholding the Decision of the panel of Voluntary Arbitrators finding Dennis D. Garcia (respondent) to be entitled to permanent and total disability benefits in the amount of US\$60,000.00 pursuant to the Collective Bargaining Agreement (CBA) as well as the payment of sickness allowance and attorney’s fees.

As correctly pointed out by the CA, respondent’s coronary artery disease is an occupational disease that is compensable under Section 32-A (11) (c)³ of the 2010 POEA Standard Employment Contract (POEA-SEC) which is incorporated in every seafarer’s employment contract. Since it is not disputed that respondent had been continuously hired by petitioner and consistently declared fit to work by the company designated physician, and his ailment manifested only in the course of his last employment contract,

¹ *Rollo*, pp. 32-49. Penned by Associate Justice Celia C. Librea-Leagogo with Associate Justices Franchito N. Diamante and Melchor Q.C. Sadang, concurring.

² *Id.* at 80-81.

³ Section 32-A (11) (c) of the 2010 POEA Standard Employment Contract (POEA-SEC) provides:

Section 32-A. Occupational Diseases.

x x x x

11. Cardio-vascular events – to include heart attack, chest pain (angina), heart failure or sudden death. Any of the following conditions must be met:

x x x x

(c) If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship

x x x x

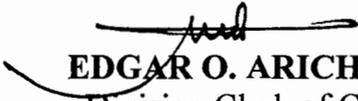
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there is sufficient reason to claim a causal relationship between his working conditions and his illness. Considering that both the company designated physician and respondent's independent doctor were united in finding that respondent's illness rendered him incapable of resuming his usual work, his disability was correctly classified as Impediment Grade 1 entitling him to receive the amount of US\$60,000.00 pursuant to the CBA. Similarly, the award of sickness allowance was proper for failure of the petitioner to show that the same had been paid. Finally, for having been compelled to litigate to protect his rights and interests, the award of attorney's fees was in order.

SO ORDERED."

Very truly yours,


EDGAR O. ARICHETA

Division Clerk of Court ^{mslv}

14-A

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