



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NICASIO M. DAGASDAS,
Petitioner,

G.R. No. 248445

- versus -

**TRANS GLOBAL MARITIME
AGENCY, INC.,**
Respondent.

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**TRANS GLOBAL MARITIME
AGENCY, INC.,**
Petitioner,

G.R. No. 248488

Present:

- versus -

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

NICASIO M. DAGASDAS,
Respondent.

Promulgated:

May 12, 2021

Michael B. H.

X-----X

DECISION

INTING, J.:

Before the Court are the consolidated Petitions for Review on *Certiorari*¹ filed under Rule 45 of the Rules of Court assailing the

¹ *Rollo* (G.R. No. 248445) pp. 11-25; (G.R. No. 248488), pp. 33-58.

Decision² dated March 6, 2019 and the Resolution³ dated July 19, 2019 of the Court of Appeals (CA) in CA-G.R. SP No. 157514. The assailed Decision affirmed the Decision⁴ dated April 4, 2018 of the Office of the Voluntary Arbitrator (OVA) in AC-980-RCMB-NCR-MVA-166-03-06-2017 with modification in that the total disability benefit awarded to Nicasio M. Dagasdas (Dagasdas) was reduced from US\$96,909.00 to US\$60,000.00 under the Philippine Overseas Employment Administration Standard Employment Contract (POEA-SEC).⁵

The Antecedents

On September 30, 2015, petitioner Trans Global Maritime Agency, Inc. (Trans Global) hired Dagasdas for and on behalf of its foreign principal Goodwood Ship Management Pte. Ltd. (Goodwood) as Pumpman under a two-month contract on board the vessel Ridgebury Pride. The contract stated that Dagasdas was entitled to receive a basic monthly salary of US\$783.00, among the other remunerations. Additionally, as a registered member of the Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP), Dagasdas' employment was covered by a Collective Bargaining Agreement⁶ (CBA) executed between Goodwood, as represented by Trans Global, and AMOSUP – the AMOSUP/International Transport Workers' Federation Total Crew Cost (ITF TCCC) NON-IBF CBA.⁷

Meanwhile, prior to his employment, Dagasdas underwent a pre-employment medical examination and was declared fit for sea duties without any restriction.⁸

However, while aboard the vessel sometime in January 2016, Dagasdas experienced shortness of breath, chest pain, dizziness, extreme fatigue, and fever. He informed the Ship Captain about his situation, but the latter merely advised him to rest and wait for the vessel to arrive at

² *Rollo* (G.R. No. 248445) pp. 91-106; penned by Associate Justice Apolinario D. Bruselas, Jr. with Associate Justices Myra V. Garcia-Fernandez and Geraldine C. Fiel-Macaraig, concurring.

³ *Id.* at 33-35.

⁴ *Id.* at 180-194; penned by MVA Reynaldo R. Ubaldo with MVA Gregorio C. Biales, Jr., concurring and MVA George A. Eduvala, dissenting.

⁵ *Id.* at 105.

⁶ *Id.* at 49-62.

⁷ *Id.* at 92.

⁸ *Id.*

the nearest port for a medical examination. Upon arrival in Fujairah, United Arab Emirates (UAE) on February 7, 2016, a doctor examined and assessed Dagasdas' condition as serious. Consequently, he was repatriated the next day.⁹

On February 9, 2016, Dagasdas arrived in the Philippines. The following day, he reported to Trans Global, which, in turn, referred him to Marine Medical Services (MMS) for evaluation and management. After an examination, MMS advised him to undergo a computer tomography (CT) scan and chest x-ray. The CT scan conducted in February showed the following results:

PTB WITH CAVITARY FORMATION, LEFT
CONSOLIDATION PNEUMONIA, LEFT
SUBSEGMENTAL ATELECTASIS VERSUS PARENCHYMAL
FIBROSIS
LEFT LOWER LOBE¹⁰

While in March 2016, his x-ray result was:

CONSIDER PNEUMONIA VERSUS KOCH'S INFECTION, LEFT
SUGGEST CLINICAL CORRELATION AND FOLLOW-UP
MINIMAL PLEURAL EFFUSION VERSUS PLEURAL
THICKENING, LEFT¹¹

Based on the foregoing results, MMS diagnosed Dagasdas to be suffering from pulmonary tuberculosis. Thus, it prescribed medications for his ailment and advised him to undergo medical follow-ups to observe his progress.

The last Follow-up Report¹² dated August 12, 2016 indicated that Dagasdas was on his 6th month of anti-Koch's (pulmonary tuberculosis) treatment and that he had to continue his medication. The report also revealed that he had to undergo another CT scan and x-ray for treatment monitoring.¹³

⁹ *Id.* at 92-93

¹⁰ *Id.* at 253.

¹¹ *Id.* at 254.

¹² *Id.* at 237.

¹³ *Id.* at 93-94.

On August 24, 2016, the company-designated doctor, Dr. Percival P. Pangilinan, declared Dagasdas to be fit to work and issued a certificate on the matter.¹⁴ Subsequently, Dagasdas reported to Trans Global to inquire about his next deployment. However, despite his several applications, Trans Global refused to employ him due to his existing medical condition.

Moreover, because of his persistent medical condition, Dagasdas consulted his doctor of choice, Dr. May S. Donato-Tan (Dr. Donato-Tan) who advised him to undergo chest x-ray anteroposterior and lateral. Later, the x-ray results revealed that Dagasdas' pulmonary tuberculosis was not completely healed. The impression based on the x-ray result reads:

*"Consider Koch's infection of undetermined activity, left upper lung
Consider minimal pleural effusion versus thickening, left"*¹⁵

Based on the x-ray result dated October 4, 2016, Dr. Donato-Tan found Dagasdas to have developed chronic obstructive pulmonary disease because of Koch's Pulmonary infection, with cavitations and declared him as permanently disabled. She advised Dagasdas to continue the treatment. The pertinent portion of Dr. Donato-Tan's medical assessment reads:

Impression:

COPD (Chronic Obstructive Pulmonary Disease) secondary to Koch's Pulmonary with Cavitation

Reason for Permanent Disability:

Because of his Pulmonary condition prior to his drug intake of Myrin P 4 tabs for 6 months, Seaman Dagasdas had Pulmonary Tuberculosis (Koch's Pulmonary). It was not just an ordinary infection of TB bacilli but it developed into a complicated one. He had multiple cavitations on his lung fields. He did not have this infection prior to his employment because physical examination together with chest x-ray did not show any abnormalities. Because of Koch's Pulmonary infection with [cavitations], Seaman Dagasdas

¹⁴ *Id.* at 238-239.

¹⁵ *Id.* at 94.

developed COPD (Chronic Obstructive Pulmonary Disease) which is a progressive type of pulmonary pathology. He will be needing continued medical treatments. Also, because of the [stigma] of a Koch's infection, he seldom mingle with people. He is also having difficulty of breathing especially at night. Because of what happened to him if he ever works again as a seaman, he will not be able to perform his job effectively, efficiently and productively. He is therefore given a permanent disability.¹⁶

Through the Single-Entry Approach (SEnA), Dagasdas initiated his claim for disability benefits against Trans Global, but the latter was unwilling to enter into any kind of settlement. Consequently, Dagasdas filed a Notice to Arbitrate on March 29, 2017 before the Regional Conciliation and Mediation Board-National Capital Region (RCMB-NCR). During the proceedings, Dagasdas and Trans Global agreed to submit the case to voluntary arbitration wherein they were required to file their respective position papers.¹⁷

In his Position Paper,¹⁸ Dagasdas averred that despite the fit to work declaration made by the company-designated physician, he remained unemployed because Trans Global refused to deploy him for medical reasons. He also posited that despite his medication, his condition did not improve; thus, constraining him to consult Dr. Donato-Tan, who found that his pulmonary tuberculosis was not fully treated as shown by some cavitations in his lungs.¹⁹

Dagasdas further averred that he intended to discuss the possibility of referring his condition to a third doctor during the pendency of the SenA case, but Trans Global had no interest in referring the matter to a third doctor.²⁰

For its part, Trans Global asserted that: Dagasdas underwent a series of medical tests and examinations under the care of the company-designated clinic, MMS which gave Dagasdas anti-tuberculosis medications for treatment; it issued an interim disability assessment of Grade 12 (or slight residual disorder) during the 4th month of his medication; in June 2016, the company-designated physician noted that

¹⁶ *Id.* at 259.

¹⁷ *Id.* at 95.

¹⁸ *Id.* at 202-209.

¹⁹ *Id.* at 205.

²⁰ *Id.* at 206.

Dagasdas was asymptomatic, and thus, required him to complete the anti-tuberculosis treatment; and to objectively assess his condition, it required Dagasdas to have another CT scan and chest x-ray.²¹

Trans Global also alleged that on August 24, 2016, or within the 240-day period from the repatriation of Dagasdas, the company-designated physician declared him fit to work after he had completed his anti-tuberculosis therapy; and Dagasdas acknowledged the declaration given by the company-designated doctor.²² It further alleged that Dagasdas did not comply with the mandatory conflict resolution mechanism under the POEA-SEC because he failed to initiate the appointment of a third doctor, whose assessment would be final and binding on both parties.

Ruling of the OVA

In the Decision²³ dated April 4, 2018, the OVA held that Dagasdas is entitled to permanent total disability benefits under the AMOSUP/ITF TCCC NON-IBF CEA of US\$96,909.00.

The OVA held that the findings of Dr. Donato-Tan should be given more weight and credence over the unsupported fit-to-work assessment made by the company-designated physician. It decreed that the diagnosis given by Dr. Donato-Tan was supported with the x-ray result dated October 4, 2016, showing that Dagasdas' pulmonary tuberculosis remained existing and untreated.²⁴

The OVA added that Dr. Donato-Tan explained why Dagasdas is not anymore fit for sea service, *viz.*: “x x x [t]he requirement for continued medical treatment cannot be done on board. His difficulty in breathing especially at night, the stigma associated with his medical condition would isolate the Complainant from the other crews of the ship, out of fear that he may transmit the disease.”²⁵

Aggrieved, Trans Global filed with the CA via a Petition for

²¹ *Id.* at 262-263.

²² *Id.* at 263.

²³ *Id.* at 180-194.

²⁴ *Id.* at 188-190.

²⁵ *Id.* at 188-189.

Review with Very Urgent Application/Prayer for Temporary Restraining Order (TRO) and/or Writ of Preliminary Injunction (WPI)²⁶ under Rule 43 of the Rules of Court.

Ruling of the CA

In the assailed Decision²⁷ dated March 6, 2019, the CA agreed with the OVA in relying on the assessment made by Dr. Donato-Tan explaining as follows:

x x x [A]s correctly observed by the Voluntary Arbitrators, the petitioner failed to provide any report of the 18 August 2016 re-evaluation as well as the results of the CT Scan and X-ray examination that were conducted on 12 August 2016. Dagasdas may have been given a fit-to-work assessment by Dr. Pangilinan, the purported company-appointed doctor[;] his assessment, however, was made without the supporting medical record or latest results of the CT Scan and X-ray examination of Dagasdas. Therefore, Dr. Pangilinan's assessment cannot be accepted as a credible basis of the "fit-to-work" certification.

x x x Contrary to the "fit-to-work" declaration of Dr. Pangilinan, Dr. Donato-Tan, the chosen doctor of Dagasdas, based her "permanent disability" declaration on the latest X-ray examination of Dagasdas on 04 October 2016.²⁸

However, while the CA agreed with the OVA that Dagasdas was entitled to permanent total disability benefits, it held that Dagasdas was entitled to the compensation benefits provided under the POEA-SEC of US\$60,000.00 and not under the AMOSUP/ITF TCCC NON-IBF CBA of US\$96,909.00. The CA ratiocinated as follows:

In the instant case, the petitioner's company-designated physician did not issue a disability grading for Dagasdas' ailment nor did he issue a certification that Dagasdas was medically unfit to continue performing his seafaring duties; thus, the permanent medical unfitness clause of the CBA finds no application. The permanent medical unfitness clause under the parties' CBA awarding a total and permanent disability benefit does not apply because neither the

²⁶ *Id.* at 129-148.

²⁷ *Id.* at 91-106.

²⁸ *Id.* at 101-102.

company doctor; nor Dagasdas' own doctor assessed his disability at 50% or more. No impediment grade was provided for his disability. Even if the disability was assessed at less than 50%, the permanent medical unfitness clause would still not apply because the certification of permanent unfitness must be made by the company doctor, which was not the situation in the case.²⁹

The parties filed their respective Petitions for Review on *Certiorari* under Rule 45.

In his petition docketed as G.R. No. 248445, Dagasdas prays for the reinstatement of the OVA Decision that found him entitled to the compensation benefits under AMOSUP/ITF TCCC NON-IBF CBA of US\$96,909.00.

On the other hand, in G.R. No. 248488, Trans Global imputes error on the part of the CA in holding that the assessment of the company-designated physician is not a credible basis of the fit-to-work certification of Dagasdas; thus entitling him to permanent total disability benefits.

In the Resolution³⁰ dated October 14, 2019, the Court consolidated G.R. No. 248445 and G.R. No. 248488 considering that both cases involve the same parties, issues, and assailed CA Decision and Resolution.

The Issues

I.

Whether the claim of Dagasdas for disability benefits was pre-mature and dismissible for his failure to comply with the third doctor referral provision.

II.

Whether the fit-to-work certification issued to Dagasdas

²⁹ *Id.* at 103-104.

³⁰ *Id.* at 340-341.

by the company-designated physician was medically sound and firm.

III.

Whether Dagasdas is entitled to the compensation benefits under AMOSUP/ITF TCCC NON-IBF CBA of US\$96,909.00, or under the POEA-SEC of US\$60,000.00.

The Court's Ruling

The Court finds for petitioner Dagasdas.

Trans Global imputes error on the part of the CA in setting aside the assessment of the company-designated physician and in adopting the diagnosis of Dr. Dorato-Tan. It contends that because Dagasdas did not refer the conflicting medical findings of Dr. Donato-Tan and the company-designated physician to a third doctor, the assessment made by the company-designated physician should prevail; and, the claim for disability benefits of Dagasdas is premature and dismissible.

The submission to a third doctor is not the sole duty of the seafarer; it must be jointly agreed upon by the employer and the seafarer.

Article 20.1.3.2 of the AMOSUP/ITF TCCC NON-IBF CBA is unequivocal that the submission to a third doctor must be jointly agreed upon by both parties *viz.*:

20.1.3.2 The degree of disability which the employer, subject to this Agreement, is liable to pay shall be determined by a doctor appointed by the Employer. If a doctor appointed by the seafarer and his Union disagrees with the assessment, **a third doctor may be agreed jointly between the Employer and the seafarer and his Union**, and the third doctor's decision shall be final and binding on both parties. **The copy/ies of the medical certificate and other relevant medical reports shall be made available by the Company to the seafarer.**" (Emphasis supplied.)

¹ *Rollo* (G.R. No. 248445), p. 244.

Similarly, Section 20(A)(3) of POEA-SEC provides that “x x x [i]f a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the employer and the seafarer.”

Indubitably, the parties may jointly refer to a third doctor the varying assessments of the company-designated physician and the seafarer’s chosen doctor whose decision shall bind the parties. The POEA-SEC does not require a specific period within which the parties may seek the option of a third doctor, and the parties may do so even during the mandatory conference before the labor tribunal.

In *INC Navigation Co. Philippines, Inc., et al. v. Rosales*,³² the Court reiterated its earlier pronouncement in *Bahia Shipping Services, Inc., et al. v. Constantino*,³³ that when the seafarer challenges the company doctor’s assessment against the assessment made by his doctor of choice, the seafarer shall so signify and the company thereafter carries the burden of activating the third doctor provision:

x x x Constantino bears the burden of positive action to prove that his doctor’s findings are correct, as well as the burden to notify the company that a contrary finding had been made by his own physician. **Upon such notification, the company must itself respond by setting into motion the process of choosing a third doctor** who, as the POEA-SEC provides, can rule with finality on the disputed medical situation.³⁴ (Emphasis supplied.)

In this regard, the Court in *Ilustricimo v. NYK-Fil Ship Management, Inc., et al.*³⁵ highlighted the significance of the response and/or action of the employer into the request of the seafarer for the referral of the contrary assessments on his condition by the company-designated doctor and his physician of choice, to wit:

x x x **Accordingly, upon being notified of petitioner’s (seafarer) intent to dispute the company doctors’ findings, whether prior or during the mandatory conference, the burden to refer the case to a third doctor has shifted to the respondents.**

³² 744 Phil. 774 (2014).

³³ 738 Phil. 564 (2014).

³⁴ *Id.* at 576.

³⁵ 834 Phil. 693 (2018).

This, they failed to do so, and petitioner cannot be faulted for the non-referral. Consequently, the company-designated doctors' assessment is not binding.³⁶ (Emphasis supplied.)

In the case, no agreement to refer the case to a third doctor was arrived at by Trans Global and Dagasdas. As determined by the OVA and affirmed by the CA, Dagasdas filed a SENa to request assistance in settling his claim for full disability benefits, or assist him in submitting the matter to a third doctor. During that time, Dagasdas informed Trans Global of the different medical assessment given by his doctor of choice to that of the company-designated doctor. However, instead of setting into motion the process of choosing a third doctor to settle the different medical assessments, Trans Global forthwith apprised Dagasdas that *“there is no offer for settlement of disability benefits.”*³⁷

To the Court the response given by Trans Global was an expression of its refusal to refer the matter to a third doctor—it displayed a kind of stance foreclosing all possibilities of granting disability benefits to Dagasdas. There being no third doctor jointly agreed upon by Trans Global and Dagasdas whose decision would bind them, the Court now proceeds to evaluate and weigh the merits of the medical reports issued by the company-designated physician and Dr. Donato-Tan.³⁸

The final assessment of the company-designated physician must be supported by medical reports and records.

As a general rule, the findings of the company-designated physician prevail over the assessment of the seafarer's doctor of choice. However, if the findings of the company-designated physician are biased in favor of the employer, then labor tribunals and courts may give greater weight to the findings of the seafarer's personal physician. Clear bias on the part of the company-designated physician may be shown if there is no scientific relation between the diagnosis and the symptoms felt by the seafarer, or if the final assessment of the company-designated physician is not supported by the medical records of the seafarer.³⁹

³⁶ *Id.* at 707.

³⁷ *Rollo* (G.R. No. 248445), p. 182.

³⁸ See *Dalusong v. Eagle Circle Shipping Phils., Inc., et al.*, 742 Phil. 377 (2014).

³⁹ *Escobusa v. Veritas Maritime Corp.*, G.R. No. 223732 (Notice), January 16, 2019, citing *Nonay v.*

In this case, on March 15, 2016, the MMS diagnosed Dagasdas with pulmonary tuberculosis and pneumonia. In its subsequent medical report dated August 12, 2016, Dagasdas was reported to be already in his 6th month of anti-Koch's treatment and that he underwent another CT scan and x-ray "for treatment monitoring," with a notation that the "patient complains of productive cough with whitish sputum of 3 days duration x x x."⁴⁰ Barely two weeks thereafter, or on August 24, 2016, he was declared by the company-designated physician as already fit to work. However, the fit-to-work certification was not supported by medical records such as CT scan or x-ray results of Dagasdas contrary to the report of MMS that Dagasdas underwent another CT scan and x-ray examination on August 12, 2016 "for treatment monitoring."

On the other hand, Dr. Donato-Tan based her permanent and total disability certification on the latest x-ray examination of Dagasdas on October 4, 2016 showing that Dagasdas' pulmonary tuberculosis remained untreated despite the anti-Koch's therapy he went through, viz.:

Consider Koch's infection of undetermined activity, left upper lung:
Consider minimal pleural effusion versus thickening, left.⁴¹

Dr. Donato-Tan further found that: (1) Dagasdas developed chronic obstructive pulmonary disease "secondary to Koch's pulmonary with cavitation" and advised Dagasdas to continue with his medical treatment; (2) Dagasdas' medical condition was progressive necessitating continuous medical treatment; (3) Dagasdas' pulmonary tuberculosis would impede him from interacting with other people and isolate him from other crews of the ship for fear that he may transmit the disease; and (4) because of Dagasdas' health condition, he would be experiencing difficulty in breathing especially at night and will not be able to effectively and efficiently perform his duties as a seafarer.⁴²

That Dagasdas' pulmonary tuberculosis remained untreated is strengthened by the fact that: (1) in its medical report dated August 12, 2016, MMS noted that Dagasdas was still complaining from productive

Bahia Shipping Services, Inc., et al., 781 Phil. 197, 228 (2016).

⁴⁰ *Rollo* (G.R. No. 248445), p. 237.

⁴¹ *Id.* at 255.

⁴² *Id.* at 259.

cough with whitish sputum; (2) the last x-ray result of Dagasdas dated October 4, 2016 is very similar to his x-ray result dated March 10, 2016 when he was first diagnosed to be suffering from “*pneumonia versus Koch's infection*;” (3) despite the fit-to-work assessment issued by the company-designated physician, Trans Global refused to redeploy Dagasdas; and (4) the results of the August 12, 2016 CT scan and x-ray examination, which allegedly became the basis of Dagasdas’ fit-to-work certification, were not submitted by Trans Global.

With the foregoing findings, the Court is compelled to give greater weight to the findings of Dr. Donato-Tan that Dagasdas is “totally and permanently disabled to resume sea duties.” Total and permanent disability means the inability of a worker to perform his job for more than 120 or 240 days, as the case may be.⁴³ The Court notes that even after the lapse of eight months from the time of Dagasdas’ repatriation on February 9, 2016 until his x-ray examination on October 4, 2016, he remained ill and was still unable to resume his responsibilities as a seafarer. Indubitably, Dagasdas is considered to be “totally and permanently disabled” to perform his sea duties.

Dagasdas is entitled to the compensation benefits provided under the AMOSUP/ITF TCCC NON-IBF CBA.

“It is settled that the entitlement of a seafarer on overseas employment to disability benefits is governed by law, by the parties’ contracts, and by the medical findings. By law, the relevant statutory provisions are Articles 197 to 199 [formerly Articles 191 to 193] of the Labor Code in relation to Section 2(a), Rule X of the Amended Rules on Employee Compensation. By contract, the material contracts are the POEA-SEC, which is deemed incorporated in every seafarer’s employment contract and considered to be the minimum requirements acceptable to the government, the parties’ CBA, if any, and the employment agreement between the seafarer and the employer.”⁴⁴

⁴³ See *Dalusong v. Eagle Clark Shipping Phils., Inc. & al.*, *supra* note 38.

⁴⁴ *Falcon Maritime and Allied Services, Inc. v. Pangasian*, G.R. No. 233295, March 13, 2019.

Notably, Article 20.1.4 of the CBA between Goodwood (as represented by Trans Global) and AMOSUP provides:

20.1.4 Permanent Medical Unfitness

A seafarer whose disability is assessed at 50% or more under the POEA Employment Contract shall, for the purpose of this paragraph be regarded as permanently unfit for further sea service in any capacity and entitled to 100% compensation as follows US\$161,514.00 for senior officers, US\$129,212.00 for junior officers and US\$96,909.00 for ratings (effective 2015). Furthermore, any seafarer assessed at less than 50% disability under the Contract but certified as permanently unfit for further sea service in any capacity by the company doctor, shall also be entitled to 100% compensation.⁴⁵

The above-quoted provision of the CBA is clear: (1) only when the disability grading is at 50% or more; or (2) only when the company-designated physician certifies that the seafarer is medically unfit to continue work—even if the disability grading is less than 50%—could the seafarer be entitled to total and permanent disability benefits following the medical unfitness clause.

As earlier discussed, Dagasdas' disability is total and permanent per assessment made by his doctor of choice. His disability being total and permanent, Dagasdas is entitled to Grade I disability benefits, the degree of which is 100%. Considering that the medical unfitness clause of the AMOSUP/ITF TCCC NON-IBF CBA applies when the disability grading given to the seafarer is at 50% or more, Dagasdas is entitled to the rate of US\$96,909.00 provided under the CBA, as aptly found by the [OVA].

Dagasdas is entitled to the payment of sickness allowances and attorney's fees.

In addition, Article 15.6 of the AMOSUP/ITF TCCC NON-IBF CBA provides:

⁴⁵ *Rollo* (G.R. No. 248445), p. 54.

- 15.6 Thereafter the seafarer shall be entitled to sick pay at the rate equivalent of their basic wage while they remain sick up to a maximum of 130 days. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.⁴⁶

As could be gleaned from the foregoing, Dagasdas shall be entitled to sick pay at the rate equivalent to his basic wage while he remains sick up to a maximum of 130 days, subject to his submission of satisfactory medical reports.

Here, the six months of treatment of Dagasdas' pulmonary tuberculosis was properly documented by the MMS, the company-designated clinic. Dagasdas asserts that Trans Global did not pay him his sickness allowances for the 130 days of his treatment amounting to US\$3,480.00. Despite Dagasdas' claim, Trans Global did not present any evidence to show that it indeed fulfilled its obligation under the CBA to pay Dagasdas his sickness allowance. There being no evidence of Trans Global's compliance with Article 15.6 of the AMOSUP/ITF TCCC NON-IBF CBA, Dagasdas is entitled to his claim for sickness allowance in the amount of US\$3,480.00.

Finally, the Court finds no cogent reason to deviate from the CA's award of attorney's fees in favor of Dagasdas. Such is the case since the latter was forced to litigate and incur expenses to protect his right and interest. To be sure, Dagasdas is entitled to a reasonable amount of attorney's fees pursuant to Article 2208(8)⁴⁷ of the Civil Code. Also, in accordance with prevailing jurisprudence,⁴⁸ the Court hereby imposes legal interest on the monetary awards at the rate of 6% *per annum* reckoned from the finality of this Decision until its full payment.

WHEREFORE, the Decision dated March 6, 2019 and the Resolution dated July 19, 2019 of the Court of Appeals in CA-G.R. SP No. 157514 are **AFFIRMED** with **MODIFICATION** in that Trans

⁴⁶ *Id.* at 53.

⁴⁷ Article 2208 of the Civil Code of the Philippines provides:

Article 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

X X X X

(8) In actions for indemnity under workmen's compensation and employer's liability laws.

⁴⁸ *Wilhelmsen Smith Bell Manning, Inc. v. Villaflores*, G.R. No. 225425, January 29, 2020.

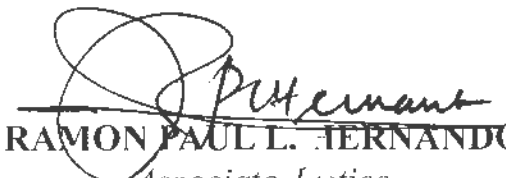
Global Maritime Agency, Inc. is ordered to pay Nicasio M. Dagasdas total and permanent disability benefits of US\$96,909.00 and sickness allowance of US\$3,180.00 (in Philippine currency at the rate prevailing at the time of payment) with interest rate of 6% *per annum* from the finality of the Decision until fully paid.

SO ORDERED.


HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:


MARVIC M.V.F. LEONEN
Associate Justice
Chairperson



RAMON PAUL L. FERNANDO
Associate Justice


EDGARDO L. DELOS SANTOS
Associate Justice


JHOSEP Y. LOPEZ
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.


ALEXANDER G. GESMUNDO
Chief Justice