

ROLANDO FLORES, PETITIONER, VS. WORKMEN'S COMPENSATION COMMISSION AND THE LIBERTY MANUFACTURING CORPORATION, RESPONDENTS.

G.R. No. L-41612. June 30, 1976

Ponente: MARTIN, J.

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MARTIN, J.:

Petition for review of the decision of the Workmen's Compensation Commission in WCC Case No. 153606 reversing the order of the Acting Labor Referee of Regional Office. No. IV of the Department of Labor which awarded compensation benefits to the petitioner Rolando Flores under the Workmen's Compensation Act.

On January 18, 1960, the petitioner was employed as an assembler of water meters by the respondent Liberty Manufacturing Corporation. Eight years later, he was designated as purchaser of respondent's supplies and materials. On May 23, 1973, the petitioner was found by Dr. Brigido Legaspi to be suffering from pulmonary tuberculosis, moderately advanced, right, far advanced, left. Since then, his attendance in his work became irregular. On October 29, 1973, petitioner tendered his resignation with the respondent effective as of October 31, 1973 for which he received the sum of P1,500.00. However, on May 31, 1974, the petitioner filed with the Regional Office No. IV, Espana, Manila, of the Department of Labor, a "NOTICE OF INJURY OR SICKNESS AND CLAIM FOR COMPENSATION" (WCC Form No. 1). This was controverted by the respondent in its Notice of Controversion filed on September 30, 1974.

At the scheduled hearing of the case on October 14, 1974, the Acting Labor Referee required the parties to submit their respective affidavits and memoranda, after which, the case was deemed submitted for decision. On the basis of the documents submitted, the Acting Labor Referee issued an order on March 13, 1975, the dispositive portion of which reads:

"WHEREFORE, premises considered, judgment is hereby rendered in favor of claimant and against respondent, ordering the latter:

1. To pay claimant the sum of P6,000.00 deducting however the sum of P1,500.00 which was paid by respondent as partial disability benefits as stated in paragraph 4 of claimant's memorandum dated October 20, 1974 and attached to the record of this case.
2. To pay claimant's counsel of record Atty. Isagani Sabiniano P225.00 for his attorney's fees.
3. To reimburse claimant the sum of P1,445.15 pursuant to Section 13 of the Act.
4. To pay direct to this Office the sum of P46.00 pursuant to Section 55 of the Act."

A motion for reconsideration of said order was denied. On appeal to the Workmen's Compensation Commission the aforesaid order of the Acting Labor Referee was reversed and the claim for compensation of the petitioner was denied on the ground that he has voluntarily resigned from his work.

Petitioner now comes before this Court by way of the present petition[1] assailing the decision of the respondent Commission on the following grounds:

1. IN NOT GIVING ANY CREDENCE TO THE PHYSICIAN'S REPORT ATTACHED TO THE NOTICE OF SICKNESS AND CLAIM FOR COMPENSATION FILED BY HIM;
2. IN NOT FINDING THAT HE HAS BEEN ABSENT DUE TO ILLNESS BEFORE OCTOBER 2, 1973;
3. IN NOT FINDING THAT HE HAD RESIGNED THROUGH INDUCEMENT ON THE PART OF RESPONDENT-APPELLEE CORPORATION, AND THEREFORE, HIS RESIGNATION WAS NOT VOLUNTARY;
4. IN FINDING THAT THE RULING ENUNCIATED IN THE ALATCO CASE (42 SCRA 391) SHOULD APPLY IN THE APPEALED CASE.

In denying the claim of the petitioner, the respondent Commission refused to give credence to the Physician's Report attached to the Notice of Sickness filed by the respondent for the reasons: (1) That the Physician's Report states no date as to when the examination of the petitioner was made; (2) That there is no answer under Items Nos. 9 and 10 in said Physician's Report; (3) That the physician's diagnosis is not supported by a chest x-ray examination and (4) That there is no showing that the petitioner had been absent for any illness before he decided to stop working on October 2, 1973.

An examination of the Physician's Report (Annex A, Petition) fails to lend support to the respondent Commission's disbelief in the alleged illness of the petitioner. In Item No. 12 of the Physician's Report, it is stated that Dr. Brigido Legaspi first administered treatment to the petitioner on May 23, 1973. If Dr. Legaspi was able to treat the petitioner on May 23, 1973, then it can be assumed that he made the necessary physical examination on said petitioner before giving him any treatment. At that time he must have known that he was suffering from pulmonary tuberculosis. It is contended by respondent that the Physician's Report is inadequate to show that the illness of petitioner was aggravated by the nature of his employment. Thus, he explains that in answer to Question No. 9 "(a)" Was the injury or illness caused by accident due to and in pursuance of the employment?" The petitioner answered "NA" and to Question No. 9 "(b)" or the result of the nature of such employment, he did not give any answer. There was also no answer to Question No. 10 "(b)" or the result of the nature of such employment. But to the Question No. 10 "(c)" or aggravated by the employment, the answer of the Physician is "Yes." This clearly indicates that the physician himself was convinced that the illness of petitioner was aggravated by the employment. Certainly such observation deserves credit even in the alleged absence of an x-ray examination attached thereto. But the force of logic dictates that where the Physician's Report states: "PTB active, Moderately advanced, right, Far Advanced, Left", the same could have been arrived at only based on an x-ray examination.

The petitioner faulted the respondent Commission in not finding that he has been absent due to illness before October 2, 1973. According to respondent the petitioner has not shown that he was absent from his job due to illness before he stopped working on October 2, 1973. This is, however, contrary to what the petitioner claims in his affidavit which respondent fails to rebut:

"20. That from May 23, 1973, when I began not to feel well and experienced weakness, up to October 31, 1973, my attendance in my work with the Liberty Manufacturing Corporation was irregular and to the best of my knowledge, I was absent from work in the following periods:

- 1) May 23, 1973 to July 20, 1973 when I was under the care of Dr. Brigido Legaspi.
- b) A 2-weeks absence in August, 1973;

c) A 2-weeks absence in September, 1973.

d) The whole month of October, 1973."

His absences from work as shown in his sworn statement show that he had been irregular in his attendance due to his illness at the time. Considering the nature of his work which consists of the following:

"3. ***

(a) Clean, dis-assemble, re-assemble, and repair old or used and defective water-meter; clean and test new defective water-meters if they are functioning or not;

(b) After dis-assembling the components of the water-meter, they are dipped (including the body casing) in a sulphuric acid solution to force out the dirt, dust and rusts that have adhered or accumulated to these component parts, and if this is not enough they are again dipped in the stronger muriatic acid solution;

(c) Thereafter, the component parts are dried and re-assembled;

(d) The re-assembled water-meter is then tested if it works or not;

4 That the testing of each water-meter reassembled is done by blowing with some force with mouth in contact with the inlet of the instrument and hear if the rotating component inside rotates as indicated by the whirling sound inside, and if there is no whirling sound, the instrument must have to be blown harder. This blowing is repeated until the whirling sound is heard;

5. That in blowing these re-assembled water-meters, the effects of the sulphuric acid and muriatic acid are felt, and somehow, small particles of dusts, dirt, and rusts are inhaled during the process and this cannot be avoided because this is the only way by which the water-meters could be tested if it is functioning or not;" (Affidavit of Rolando Flores, Annex "B", Petition).

there is every reason to expect that all these could aggravate his illness.[2]

But it is insisted by the respondent Commission that "granting without conceding that he was really sick, the fact that he has voluntarily retired as shown in his letter of resignation, prevents him from claiming compensation benefits" invoking the ruling of the Supreme Court in the *Alatco* case.[3]

In *Alatco*, this Court held:

"* * * The claimant's disability however, actually started on September 6, 1964 when his illness compelled him to stop working. Disability compensation represents lost or impaired earnings of a claimant due to his illness and becomes due from the time his earning power is lost or impaired. The liability, therefore, of the petitioner to pay the disability compensation accrued on September 6, 1964 (when the claimant's illness impaired his earning capacity) and subsisted only until June 16, 1965 (when the claimant was actually separated from service, more particularly when the employer-employee relationship between the petitioner and the claimant ceased. * * *"

From this, respondent would want the petitioner to be entitled to disability compensation only from May 23, 1973 when he was found to be suffering from pulmonary tuberculosis because it was only from said date that his earning capacity was impaired, up to October 31, 1973 when he resigned from his work. The ruling in the *Alatco* case cannot be applicable to the case at bar because Section 14 of the Workmen's Compensation Act among others provides:

"* * * In the event that the total disability begins after a period of partial disability, the amount of compensation due for the latter and for any other disability shall not exceed the maximum amount of six

thousand pesos."[4]

It cannot be denied that the illness of petitioner to wit: "Diagnosis: PTB active, Moderately Advanced, Right, Far Advanced, Left"; "Prognosis: Poor"; "General Remarks: Patient is now in heart failure secondary to the far advanced tuberculosis of both lungs" (Physician's Report, Annex "A", Petition), is so grave as to totally disable him from work. He should therefore be entitled to the maximum amount of P6,000.00 as disability compensation. But respondent insists that the petitioner's disability compensation subsisted only until October 31, 1973, when he resigned from his work. Considering that his resignation was induced by the very General Manager of the respondent which actually deprived him of his right to avail himself of the benefits of Section 14, supra, We believe that respondent should not be allowed to escape from its obligation of extending to petitioner the fullest benefits of the law. Accordingly, the petitioner should be compensated for the maximum amount of P6,000.00 deducting, however, the sum of P1,500.00 which the respondent Corporation has paid the petitioner as partial disability benefits. In addition, the petitioner should be paid the benefits provided for under Section 13 of the Workmen's Compensation Commission Act.[5]

It is on record that the petitioner has sought medical services and purchased drugs for the treatment of his illness amounting to P2,039.60 which the respondent corporation never bothered to give him despite the notice of his illness. The Commission's Medical Officer recommended the sum of P1,445.15 as the fair and reasonable amount of the expenses incurred by petitioner. In fairness to him he should be reimbursed of the amount by the private respondent. There being no showing that petitioner's illness has been arrested, it can be safely assumed that he continued to undergo treatment since May 31, 1973 when he filed his claim for compensation. The respondent Commission should therefore determine the medical expenses incurred by him from said date until the final arrest of his sickness. Thus, in *Alatco*, this Court held:

Fundamentally, the liability of an employer to provide medical attendance and hospital services and supplies subsists during the entire period of the employee's disability, notwithstanding the cessation of employer-employee relationship. It suffices that the employee contracted his illness during his employment or that the nature of his work aggravated his illness. This obligation of the employer relating to medical attendance lasts until arrest of the illness subject of compensation. (*La Mallorca-Pambusco vs. Isip, et al.*, L-16495, October 19, 1961, 3 SCRA 241; *Itogon-Suyoc Mines, Inc. vs. Dulay and Workmen's Compensation Commission*, L-18974, September 30, 1963, 9 SCRA 199; *Cebu Portland Cement Company vs. Workmen's Compensation Commission and de los Reyes*, L-19164, February 29, 1964, 10 SCRA 421). Only the unreasonable refusal of the disabled employee to accept the medical services extended by his employer and his voluntary obstruction of such services constitute justifiable grounds to defeat this right of the employee to medical attendance. (*Cebu Portland Cement Company vs. Workmen's Compensation Commission and de los Reyes*, *Ibid.*)

"Section 13 of the Workmen's Compensation Act, in obligating the employer to furnish medical services to a sick employee, provides neither the maximum amount payable by the employer nor the maximum time period during which the employer's liability for medical expenses subsists. Contrarily, the said section requires the employer to furnish the employee with such medical, surgical, and hospital services, appliances and supplies as the nature of his disability and the process of his recovery may require." Thus, implied from the foregoing, the employer shoulders such medical expenses, as necessity demands, until the work-connected injury or illness of the employee ceases. (*Cebu Portland Cement Company vs. Workmen's Compensation Commission and de los Reyes*, *Ibid.*)"

The fact, that the employer-employee relationship between the respondent and the petitioner had already ceased does not exempt the former from its obligation to provide medical attendance, hospital services and supplies to the petitioner for the same subsists until the latter's work-connected illness is finally arrested.

WHEREFORE, in view of all the foregoing, the decision of the Workmen's Compensation Commission is reversed and set aside, and the Referee's decision is reinstated.

No pronouncement as to costs.

SO ORDERED.

Castro, C.J., Teehankee, Muñoz Palma, and Aquino, JJ., concur.

Aquino, J., was designated to sit in the First Division.

[1] Treated as special civil action per resolution of December 3, 1975.

[2] "SEC. 2. Grounds for compensation. -- When an employee suffers personal injury from any accident arising out of and in the course of his employment, or contracts tuberculosis or other illness directly caused by such employment, or either aggravated by or the result of the nature of such employment, his employer shall pay compensation in the sums and to the persons hereinafter specified. The right to compensation as provided in this Act shall not be defeated or impaired on the ground that the death, injury or disease was due to the negligence of a fellow servant or employee, without prejudice to the right of the employer to proceed against the negligent party."

[3] *Alatco vs. WCC*, 42 SCRA 391; p. 2, Decision; Workmen's Compensation Commission, Annex B, Petition.

[4] "Sec. 14. Total disability. - In case the injury or sickness causes temporary total disability for labor, the employer shall, during such disability, pay to the injured employee a weekly compensation equivalent to sixty per centum of his average weekly wage but not less than fourteen pesos per week, except in the case provided for in the next following paragraph. No compensation shall be allowed for the first three calendar days of incapacity resulting from an injury except the benefits provided for in the preceding section; but if the incapacity extends beyond that period, compensation shall be allowed from the first day of such incapacity. Such weekly payments shall in no case continue after the disability has ceased, nor shall the aggregate sum paid as compensation exceed in any case six thousand pesos. But no award of permanent disability shall take effect until after two weeks have elapsed from the date of injury.

In the case of an employee whose average weekly wages are less than fourteen pesos per week, the weekly compensation shall be the entire amount of such average weekly wages; but if the disability is permanent, the compensation shall be fourteen pesos in such case. In the event that the total disability begins after a period of partial disability, the amount of compensation due for the latter and for any other disability shall not exceed the maximum amount of six thousand pesos."

[5] "SEC. 13. Services, appliances and supplies. - Immediately after an employee has suffered an injury or contracted sickness and during the subsequent period of disability, the employer or insurance carrier shall provide the employee with such services, appliances and supplies as the nature of his disability and the process of his recovery may require; and that which will promote his early restoration to the maximum level of his physical capacity.

The word "services" used herein shall include medical, dental, hospital and nursing attendance and treatment as well as the proper fitting and training in the use of appliances and the necessary training for purposes of rehabilitation; "appliances" shall include crutches, artificial members and other devices of the same kind, and the replacements or repairs of such artificial members and/or such devices unless the replacement or repair is made necessary by the lack of proper care by the employee; and "supplies" shall include medicines, as well as medical, surgical and dental supplies.

In case the employer or insurance carrier cannot furnish the aforementioned services, appliances and supplies promptly, the injured or sick employee may acquire the same at the expense of the employer or insurance carrier. x x x"

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