

Title

****Jebsens Maritime, Inc. v. Alcibar (G.R. No. 220096, January 23, 2019)****

Facts

****Step-by-Step Facts of the Case:****

1. ****Employment Contract****: On March 5, 2010, Jebsens Maritime, Inc., on behalf of Aboitiz Jebsens Bulk Transport Corporation, employed Jessie D. Alcibar as an ordinary seaman for a period of nine months.
2. ****Medical Examination****: Prior to deployment, Alcibar passed a pre-employment medical exam and was deemed fit for duty.
3. ****Deployment****: On March 26, 2010, Alcibar was deployed aboard M/V Maritime Victory.
4. ****Diet Conditions on Board****: Alcibar alleged that most meals served on the vessel were high in fat and cholesterol and that the cook would cook meat without proper thawing.
5. ****Illness Onset****: In February 2011, Alcibar experienced severe anal pain and blood in his stool. Despite informing senior officers, he received no medical assistance on board.
6. ****Medical Consultation****: On March 16, 2011, a medical clinic in New Westminster, Canada, diagnosed Alcibar with an internal hemorrhoid.
7. ****Request for Repatriation****: Despite worsening conditions, Alcibar continued his duties until April 5, 2011, when he was repatriated to the Philippines.
8. ****Post-Repatriation****: Upon repatriation, Alcibar reported his health condition to petitioners but was told to await management approval for medical assistance. Alcibar traveled to his province for his mother's interment and did not receive medical examination calls from petitioners.
9. ****Private Medical Examination****: Alcibar went to AMOSUP Seamen's Hospital in Cebu on May 7, 2011, where he was diagnosed with rectal cancer and subsequently underwent surgery on May 26, 2011.
10. ****Complaint Filed****: On September 8, 2011, Alcibar filed a complaint seeking permanent disability compensation, sickness allowance, damages, and attorney's fees, attributing his illness to the dietary provisions aboard the vessel.

****Procedural Posture:****

1. ****Labor Arbiter****: On May 15, 2012, the Labor Arbiter ruled in favor of Alcibar, ordering petitioners to pay a total of USD 90,800 in compensation.
2. ****NLRC****: On December 28, 2012, the NLRC reversed the Labor Arbiter's decision, ruling that colon cancer was not work-related, and dismissed the case.
3. ****Court of Appeals****: On May 26, 2015, and October 13, 2015, the CA annulled the NLRC's decision, reinstating the Labor Arbiter's ruling.

4. **Supreme Court**: Petitioners filed a motion for reconsideration, which was denied, leading to this petition for review on certiorari.

Issues

Legal Issues Raised:

1. **Work-Relatedness of Illness**: Whether colon cancer is a work-related illness and compensable under the POEA Standard Employment Contract and the CBA.
2. **Compliance with Medical Examination Requirement**: Whether Alcibar complied with the requirement for a post-employment medical examination.
3. **Entitlement to Disability Benefits and Sickness Pay**: Whether Alcibar is entitled to permanent disability benefits and sickness allowance.

Court's Decision

Resolution of Issues:

1. **Work-Relatedness of Illness**: The Supreme Court ruled that colon cancer is a compensable work-related disease. Conditions aboard the vessel, such as poor dietary provision, increased Alcibar's risk of contracting colon cancer. The Court held that substantial evidence supported Alcibar's claim.
2. **Compliance with Medical Examination Requirement**: Alcibar communicated his health condition upon repatriation and requested a medical examination. Petitioners failed to schedule him for this examination, thereby waiving their right to enforce this requirement.
3. **Entitlement to Disability Benefits and Sickness Pay**: Due to the work-related aggravation of his illness and petitioners' failure to comply with mandated medical examination protocols, Alcibar was entitled to the claimed benefits.

Doctrine

Established Doctrines:

- An illness is considered work-related if the conditions of employment contributed to its development or its aggravation while on duty.
- The employer has the primary responsibility to ensure a post-employment medical examination to determine work-relatedness.
- Substantial evidence is sufficient to prove work-relatedness for compensation claims.

Class Notes

Key Elements/Concepts:

1. **Work-Related Illness**: Defined under Section 32-A of the POEA Standard Employment Contract; conditions aboard the vessel must be proven to contribute to the illness.

2. **Post-Employment Medical Examination**: Required within three days of repatriation; employer failure to schedule waives their defense.
3. **Compensation and Benefits**: Governed by POEA Standards and specific CBAs.

Statutory Provisions:

- **Section 32-A, POEA Standard Employment Contract**: Conditions for compensable occupational diseases:

1. Risk related to work.
2. Disease contracted due to exposure to such risk.
3. Disease contracted within the period of employment.
4. No notorious negligence by the seafarer.

Historical Background

Context of the Case:

This case highlights the protection provided to Filipino seafarers under their standard employment contracts and CBAs. The case underscores the significance of the employer's responsibility in ensuring timely medical evaluations and the compensability of illnesses aggravated by employment conditions on board vessels. This ruling reaffirmed the importance of safeguarding seafarers' health against the inherent risks of maritime employment.