

ADONIS B. FRANCISCO, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION (FIRST DIVISION), MARLOW NAVIGATION PHILS., INC., MARLOW NAVIGATION CO. LTD., AND/OR MR. ANTONIO GALVEZ,...

Ponente: DE GUIA-SALVADOR, R., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/6673001e728e/>

DE GUIA-SALVADOR, R., J.:

Assailed in this Petition for Certiorari under Rule 65 of the 1997 Rules of Civil Procedure are two issuances of the public respondent National Labor Relations Commission ("NLRC") in NLRC LAC No. (M) 05-000511-13, viz: (a) the Decision[1] dated September 18, 2013, which affirmed with modification the Decision[2] dated March 25, 2013 of the Labor Arbiter, denying the the Complaint[3] for permanent disability benefit, but ordering the payment of benefit equivalent to a Grade 9 disability rating and of sickness allowance; and, (b) the Resolution[4] dated December 16, 2013 which denied petitioner's motion for reconsideration of the September 18, 2013 Decision.

The Facts

Petitioner Adonis B. Francisco ("Francisco") had been an employee of private respondent Marlow Navigation Co. Ltd., represented by its local manning agency, Marlow Navigation Phils., Inc. ("Marlow"). Private respondent Antonio Galvez, Jr. ("Galvez") is an officer of Marlow.[5]

Francisco was last hired by Marlow as a Wiper on-board the ship "MV Rosaire Desgagnes" for a period of eight (8) months.[6] As such, he was tasked to maintain the cleanliness of engine rooms, machinery and equipment, to assist the 3[rd] Engineer in sounding off tanks during Bunker operation, and to assist during delivery of provision.[7] Aside from the 2010 Philippine Overseas Employment Administration Standard Employment Contract ("2010 POEA SEC"), Francisco's employment is allegedly covered by a Collective Bargaining Agreement (IBF-AMOSUP/IMEC TCCC CBA).[8]

On December 11, 2011, Francisco boarded the ship to begin working as a Wiper. On January 26, 2012, while the ship was at a port in Antwerp, Belgium, he injured his left hand.[9] The details of the accident were stated in the Accident Report[10] and on Marlow's Logbook Entry, viz:[11]

"Wiper Adonis and Chief Cook Lara went ashore as ordered to refill some empty water bottles for the vessel on agents office. Water bottle is approximately 5 gallons each. While wiper is refilling the bottles with his hand, the bottle explodes from the pressure exerted by the hose, found out that the bottle cannot withstand the pressure and injured his left hand." [12]

Francisco was immediately brought to a clinic for examination and x-ray. The attending doctor recorded that because Francisco suffered a contusion and fracture, he had to undergo a pinning operation.[13] On January 29, 2012, Francisco was repatriated for medical reasons. He reported to Marlow's office for his post-employment medical examination and was referred to the company-designated physician at the Manila Doctors Hospital. On January 30, 2012, an x-ray[14] was conducted on his left hand. Based on the Initial Medical Report prepared by

the company doctor, Dr. Joy Ellen Buela-Barrameda ("Dr. Barrameda"), Francisco was diagnosed to have suffered "Fracture, Proximal Carpal, Index Finger, Left Hand S/P Pinning (28 January 2012)."[15]

On February 6, 2012, Francisco was referred to Dr. Jose Bautista ("Dr. Bautista"), an orthopedic surgeon, who pronounced that the x-ray showed good reduction.[16] On February 20, 2012, Francisco consulted Dr. Bautista again, during which the cast and pins on his left hand were removed. Francisco was then referred to Dr. Arnel Malaya ("Dr. Malaya"), a physiatrist, who recommended that he undergo rehabilitation.[17] On March 6, 2012, after another check-up, Dr. Bautista found a re-displacement of Francisco's fracture despite a month of immobilization. Since the alignment was unacceptable (the finger is malrotated), open reduction and internal fixation surgery was recommended. Dr. Malaya then advised the discontinuance of rehabilitation.[18]

Due to the finding of misalignment of the bones of his finger, on March 15, 2012, Francisco underwent an operation described as Correlative Osteotomy, Bone Grafting, Proximal Phalanx, (L) Index Finger under the care of Dr. Bautista.[19] The medical report indicated that Francisco tolerated the procedure very well.[20] On March 23, 2012, upon follow-up, Dr. Bautista noted that it has been eight (8) days since the surgery and the wounds appeared to be dry. The x-rays showed that the alignment of the bones was maintained and the pins were intact.[21] On March 29, 2012, Dr. Bautista removed the sutures and noted that the x-rays showed fracture alignment and intact pins.[22] Dr. Bautista finally removed the pins from the left hand on April 12, 2012. Francisco was advised to do warm soaks thrice a day and to perform a range of motion exercises. Follow-up x-ray was accordingly recommended.[23]

On April 16, 2012, Marlow issued a certification[24] signed by Kristine Saguiero (P&I Supervisor) verifying the sickness allowance given to Francisco in the amount of USD 928.80 for the period of January 30, 2012-March 23, 2012. The certification also noted that the employer still had pending allowance to grant Francisco.

On May 2, 2012, after a brief narration of Francisco's accident and the circumstances that occurred during treatment, Dr. Barrameda issued a disability assessment, as follows:

"If a disability is to be assessed now, based on the POEA contract, the closest possible disability grade would be HANDS grade 09, Loss of opposition between the thumb and tips of the fingers of one hand,#6. (Emphasis supplied)"[25]

Dissatisfied with Dr. Barrameda's disability assesment, on July 13, 2012, Francisco consulted with a doctor of his choice, Dr. Rogelio Catapang ("Dr. Catapang"), of Orthopedic Surgery and Traumatology; Flight Surgeon. Dr. Catapang took note of the results of Francisco's x-ray back in January 30, 2012, provided a brief summary of his condition, and came up with the following findings and conclusion:

"Physical examination revealed a well-developed, well-nourished ambulatory patient, focused on the left index finger. Presence of the scar was noted on the dorsal index finger. There is pain of finger flexion of the index finger and observed rotated internally. There is radiating pain to the dorsal wrist. Patient is right-handed and noted his grip on his left hand is slightly weak; with pain noted with stress and load.

xxx

Mr. Francisco continues to have left hand pain. Range of motion is restricted particularly in flexion; because his grip is weak, he is unable to lift heavy objects, the kind of work seaman [sic] are expected to perform. He has lost his pre-injury capacity and is UNFIT to work back at his previous occupation.

xxx

Mr. Francisco is a right handed seaman who sustained a disabling injury in his left hand. With his present condition, he will not be able to perform his pre injury work, because of the physical demands it entails. He is unfit to resume his duties." (Emphasis supplied)[26]

On July 24, 2012, Francisco filed a complaint for payment of total disability benefits in the amount of

US\$89,100.00; sickness allowance equivalent to the still unpaid period; reimbursement of medical expenses amounting to PhP9,300.00; moral and exemplary damages; and attorney's fees.[27] He asserted that his last medical evaluation was done on July 13, 2012, the day his personal doctor examined him. He further claimed that he was under medical care for approximately 164 days, but during that time no disability grading had been issued by the company-designated physician. He insisted that due to his injury, he was not able to perform his customary job for more than 120 days, entitling him to permanent total disability benefits.[28]

On the other hand, Marlow countered that Francisco received extensive medical care and treatment starting January 30, 2012 under the supervision of the company-designated physician, Dr. Barrameda, along with Dr. Bautista, an orthopedic surgeon and Dr. Malaya, a physiatrist. On May 2, 2012, Dr. Barrameda assessed Francisco with a disability grading of 9 based on the POEA Schedule of Disability Gradings; thus, he is only entitled to the equivalent amount of Grade 9 because that was the official assessment made by the company-designated physician.

Marlow maintained that the CBA is not applicable as there are questions as to its coverage and effectivity. It further argued that the disability grading should be assessed based on the POEA-SEC and not by the number of days that a seafarer is under treatment. It pointed out that the 120-day rule was abandoned when the Supreme Court held that it is only upon the expiration of 240 days and the company-designated physician failed to issue a disability grading that a seafarer can be deemed as possessing a permanent total disability. It also refuted the claim for damages and attorney's fees for lack of evidence to prove that it acted in bad faith.[29]

The Decision of the Labor Arbiter

In the Decision dated March 25, 2013, the Labor Arbiter dismissed the complaint for lack of merit, but ordered Marlow to pay Francisco sickness allowance and benefits equivalent to disability rating of grade 9. The dispositive portion of the Decision states:

"IN THE LIGHT OF THE FOREGOING, judgment is hereby rendered as follows:

1. Complainant's claim for permanent disability benefit is hereby denied for lack of merit.
2. Respondent Marlow Navigation Inc. is ordered to pay complainant the following: a. his disability grading 9 based on the assessment by the company-designated physician or the sum of US\$13,060.00 or its peso equivalent; and b. complainant's sickness allowance amounting to US \$1,358.80, or its peso equivalent during the time of payment.

All other claims are dismissed for lack of merit or basis."[30]

Dissatisfied, Francisco filed an appeal with the NLRC.[31]

The Decision of the NLRC

In the Decision dated September 18, 2013, the NLRC affirmed the ruling of the Labor Arbiter with modification holding Galvez, a Marlow official, solidarily liable with the said company. The dispositive portion of the Decision states:

"WHEREFORE, premises considered, the assailed Decision is AFFIRMED with MODIFICATION, in that respondent Antonio Galvez, Jr. is held jointly and jointly [sic] and solidarily liable with respondents Marlow Navigation Philippines, Inc. (manning agency) and Marlow Navigation Co., Ltd. (principal) for complainant's disability benefit and sickness allowance."[32]

Francisco filed a motion for reconsideration but the NLRC denied it for lack of merit.[33] Hence, this petition for certiorari.[34]

The Issues

In seeking to nullify and set aside the assailed issuances, petitioner Francisco raised the following issues against public respondent NLRC when:

- "A. It incorrectly failed to consider the fact that petitioner is suffering from permanent total disability (and not a partial disability at a Grade 9 rating);
- B. It inaccurately relied solely on the schedule of disability or impediment as stated in the POEA SEC;
- C. It erroneously gave credence to the assessment and evaluation of the company doctor;
- D. It failed to apply the relevant jurisprudential concepts on disability."

Francisco argues that he should be granted permanent total disability benefits because he was not able to go back to work for more than 120 days. Francisco claims that he is ill-fated due to his medical condition and that he could not go back to his customary work as a seafarer. He asserts that his condition entailed full functional use of his hands and that he had a "significant restriction on his grafting, lifting, carrying powers... [he] could not effectively carry out the duties of constant lifting, pulling, carrying, cleaning equipments and machinery among others, on-board a vessel." [36] He adds that if his condition was not total and permanent, then he should have been summoned back to work, but he was not.

For its part, Marlow argues that Francisco's condition is not equivalent to those that constitute a Grade 1 disability which are considered as total and permanent because those disabilities are more severe and crucial compared to Francisco's left index finger injury, which did not even result in the loss of any of his fingers; hence, his injury should be regarded as merely temporary and partial which could be treated if taken care of properly. [37] To support its argument, Marlow submitted names of their employees who were amputated yet have continued to work as a seafarer in the same position, such as one Mr. Osená whose left index finger was crushed in an accident, but was still able to work as an oiler, which required him to render manual labor. [38]

The Court's Ruling

We find the petition devoid of merit.

In accordance with the avowed policy of the State to give maximum aid and full protection to labor, the Labor Code concept of permanent total disability has been applied to seafarers, on the notion that disability is intimately related to the worker's capacity to earn, and what is compensated is not his injury or illness but his inability to work resulting in the impairment of his earning capacity. In other words, disability should be understood less on its medical significance but more on the loss of earning capacity. [39]

Well-established under jurisprudence is the principle that entitlement of seafarers to disability benefits does not entirely depend on medical diagnosis but also on (1) the Labor Code and (2) its Implementing Rules and Regulations ("IRR"), (3) the 2010 POEA-SEC and (4) the Collective Bargaining Agreement (CBA), if the seafarer is covered by it.

Permanent total disability is defined by Article 192(c)(1) of the Labor Code, as amended, thus:

"Art. 192. Permanent total disability. – x x x

(c) The following disabilities shall be deemed total and permanent:

(1) Temporary total disability lasting continuously for more than one hundred twenty days [120], except as otherwise provided for in the Rules." [40]

"The 120-day period may be extended up to 240 days, under Rule X, Section 2 of the Amended Rules on Employees Compensation [41] and pursuant to the pronouncement in *Vergara v. Hammonia Maritime Services, Inc.* [42] stating that a temporary total disability becomes permanent when so declared by the company-designated

physician within the period allowed, or upon expiration of the maximum 240-day medical treatment period in case of absence of a declaration of fitness or permanent disability." [43]

In *Alpha Ship Management Corp. v. Calo*, [44] the Supreme Court stressed that an employee's disability becomes permanent and total when so declared by the company-designated physician, or, in case of absence of such a declaration either of fitness or permanent total disability, upon the lapse of the 120- or 240-day treatment period, while the employee's disability continues and he is unable to engage in gainful employment during such period, and the company-designated physician fails to arrive at a definite assessment of the employee's fitness or disability.

Be that as it may, in *Kestrel Shipping Co. Inc. v. Munar* [45], the Supreme Court explained that under Section 32 of the POEA-SEC, only those injuries or disabilities that are classified as Grade 1 may be considered as total and permanent. However, if these injuries or disabilities with disability grading from 2 to 14, hence, partial and permanent, would incapacitate a seafarer from performing his usual sea duties for a period of more than 120 or 240 days, depending on the need for further medical treatment, then he is, under legal contemplation, totally or permanently disabled.

Guided by the foregoing jurisprudence, We agree with the NLRC that Francisco's disability can not be considered as permanent and total. This is because the company-designated physician, after consultation, hand surgery, treatment and rehabilitation within a period of Ninety Four (94) days from Francisco's repatriation on January 29, 2012, was able to finally assess him on May 2, 2012 with a grade 9 permanent partial disability based on the 2010 POEA-SEC.

Moreover, although Francisco was not able to work for more than 120 days, it does not automatically signify that he sustained a permanent total disability. He could not have been permanently and totally disabled as it was only his left index finger which was injured and not his whole hand. Given that his grip in the left hand was weak, common reason dictates that such condition does not render his hand completely useless such that he could no longer perform any of the tasks he is required to do as a Wiper. Surely, he could still maintain the cleanliness of the engine rooms, machinery and equipment and assist the Third Engineer in sounding off tanks during Bunker operation. While he claimed that his left hand is weak, it cannot be denied that his right one—his dominant hand—is fully functional. As to his duty to assist during delivery of provisions, on account of his prior injury, he could be assigned to those tasks which would be commensurate to his capabilities.

Our laws and jurisprudence did not, in any way, strictly dictate that a seafarer should not be able to do exactly everything he used to do so that he could be declared to possess a total permanent disability. It is recognized that if a seafarer could perform work of a similar nature or any kind of work that a person of his mentality and abilities could do, there need not be a decree of permanent total disability. Declaring total permanent disability just because the seafarer could not perform his duties in the same manner he used to before the injury would unduly burden the employer and depict our labor laws as unreasonable and unjust.

At any rate, Marlow does not deny liability for Francisco's disability benefit; it only insists that the Grade 9 disability rating should be controlling as this was the one issued by the company-designated physician in accordance with the POEA-SEC. [46] Deemed incorporated in Francisco's employment contract [47] when he was hired on September 15, 2011 is a set of standard provisions established and implemented by the POEA. Also known as the 2010 Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels (2010 POEA-SEC), it contains the minimum requirements prescribed by the government for employment of seafarers, such as Section 20(A)(3) which provides:

"A. COMPENSATION AND BENEFITS FOR INJURY OR ILLNESS

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

xxx

2. xxx However, if after repatriation, the seafarer still requires medical attention arising from said injury or illness, he shall be so provided at cost to the employer until such time he is declared fit or the degree of his disability has been established by the company-designated physician.

3. In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of this sickness allowance shall be made on a regular basis, but not less than once a month.

xxx

If a doctor appointed by the seafarer disagrees with the assessment [of the company-designated physician], a third doctor may be agreed jointly between the Employer and the seafarer. The third doctor's decision shall be final and binding on both parties."[48]

It is clear from the above-quoted provision that for purposes of determining the seafarer's degree of disability, it is the company-designated physician who must proclaim that he sustained a permanent disability. However, in the event of conflict in the medical assessment of the company-designated physician and that of the seafarer's chosen physician, the parties are given the option to jointly appoint a third physician whose decision shall be final and binding upon them. Resort to a third physician would have solved the disagreement between the parties in this case. But since they did not avail of this remedy, We are constrained to evaluate the conflicting medical assessments of both physicians to determine which of the two is more reliable and supported by substantial evidence.

In the case at bar, the medical reports[49] issued by Dr. Barrameda, the company-designated physician, adequately showed the progress of Francisco's condition, including the treatment and surgery that he underwent to treat his injury. From the time of his repatriation until he was assessed to have a disability grade 9 disability, Francisco was under the care of Dr. Barrameda. The consistency of Francisco's treatments and the follow-up consultations ensured that the company-designated physician was performing her functions in order to treat the patient. At no instance can it be suggested that the said physician was downplaying Francisco's injury so that Marlow could evade a higher degree of liability. There is thus strong reason to believe that the disability grading of 9 given by Dr. Barrameda had sufficient basis, especially when it was based on the schedule of disability provided for in the 2010 POEA-SEC.

In contrast, Francisco's personal doctor, Dr. Catapang, examined him only once, specifically on July 13, 2012. Based on his evaluation, Dr. Catapang's diagnosis was limited to Francisco's physical condition at that time which was already some five (5) months after the accident and four (4) months after his latest surgery that was done on March 15, 2012 under Dr. Bautista's care. Moreover, Dr. Catapang did not conduct his own tests, let alone an x-ray test, and merely relied on Francisco's statements. In particular, Dr. Catapang based his diagnosis on Francisco's x-ray that was done a month and a half earlier, or on January 30, 2012, and failed to mention the other tests done on Francisco thereafter, as well as the subsequent surgery conducted by Dr. Bautista. This is plainly apparent from his evaluation, thus:

"The hand and the wrist are the most active and intricate parts of the upper extremity. Because of this, it is

vulnerable to injury and do not respond to serious injury. As in the case of Mr. Francisco, blast injury of the second digit which makes him prone to developed ankylosis of the hand that can result to limitation of motion of his left hand, to prevent unnecessary secondary intra-articular pathology however, it is recommended that surgery be performed with minimal delay. In any case, permanent cartilage damage already present will seriously affect the outcome of whatever definite procedure is performed." [50]

Since Francisco already underwent another surgery on March 15, 2012, it is now unclear why he was advised by Dr. Catapang to undergo another one, especially since Dr. Bautista already took out the pins and even prescribed warm soaks and motion exercises, indicating that Francisco was well on his way to recovery. It is obvious that Dr. Catapang: only looked at the x-ray results done on January 30, 2012, made a diagnosis based on such results, and not made aware of the other surgery and rehabilitation procedures that Francisco underwent under the care of Dr. Bautista.

All said, We hold that it is the pronouncement of the company-designated physician, Dr. Barrameda, which should prevail. Since the doctors elected by Marlow had attended to and continuously treated Francisco for some three (3) months, they have acquired familiarity with his injuries. Since they regularly monitored his condition and prescribed the needed treatments and surgery so that the injury could be treated properly, these doctors were in the best position to accurately appraise Francisco's condition compared to Dr. Catapang who was not privy to the injury from the start, in addition to the fact that he only examined him once after three (3) months of continuous treatment by the company doctors. In fine, Dr. Catapang's medical finding that Francisco's left hand is now totally and permanently disabled is not supported by independent tests and procedures, apart from those of the company-designated physician. Besides, there is no proof that even with continuous rehabilitation, Francisco's left hand would never be fully functional again.

That the Disability Grading of 9 issued by the company-designated physician should prevail is consistent with Section 20(A)(6) of the 2010 POEA-SEC which provides:

"In case of permanent total or partial disability of the Complainant caused by either injury or illness, the Complainant shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of his Contract. xxx

The disability shall be based solely on the disability gradings provided under Section 32 of this Contract, and shall not be measured by the number of days a Complainant is under treatment or the number of days in which sickness allowance is paid."

In line with the above quoted provision, Section 32 of the POEA-SEC [51] states that a Disability Grading of 9 would result in the following formula: $\text{US\$50,000} \times 26.12\% = \text{US\$13,060.00}$. Hence, this is the amount of disability benefit that Francisco is legally entitled to receive.

As regards Francisco's claim for sickness allowance, the NLRC correctly sustained its award pursuant to Section 20 (A)(3) of the POEA-SEC which expressly provides:

"In addition to the above obligation of the employer to provide medical attention, the seafarer shall also receive sickness allowance from his employer in an amount equivalent to his basic wage computed from the time he signed off until he is declared fit to work or the degree of disability has been assessed by the company-designated physician. The period within which the seafarer shall be entitled to his sickness allowance shall not exceed 120 days. Payment of this sickness allowance shall be made on a regular basis, but not less than once a month. [52]"

Clearly, Marlow should provide sickness allowance to Francisco because he could not work and earn a living due to the injury he sustained in an accident. The sickness allowance should be computed from the time he signed off

from work until the company-designated physician issues his disability grading. Based on the records, Marlow already granted him sickness allowance which only covered the following dates: January 30, 2012 - March 23, 2012.[53] Since the disability rating was issued on May 2, 2012, Marlow still owes Francisco sickness allowance from March 24, 2012 until May 2, 2012 or equivalent to 39 days' worth of his basic wage.

With regard to the application of the CBA, We agree with Marlow that it is inapplicable for the following valid reasons stated by the NLRC:

"a) it is a mere pro forma copy unilaterally signed by the union; b) it does not provide the name of the vessel which is covered by the said CBA, specifically, the vessel, 'Rosaire Desgagnes' is not mentioned thereat; c) it does not provide the name of complainant as one of the covered employees of the agreement nor the names of respondents herein; d) respondents or any of their representatives is not a signatory thereto; and e) the pro forma agreement has an effectivity period from 1 January 2008 to 31 December 2009, and complainant's contract of employment was signed on 15 September 2011, while he was repatriated on 29 January 2012."[54]

Meanwhile, the solidary liability of private respondent Galvez as an officer of Marlow, is expressly stated under Republic Act No. 10022:

"SEC. 10. Money Claims. -

xxx

The liability of the principal/employer and the recruitment/placement agency for any and all claims under this section shall be joint and several. This provision shall be incorporated in the contract for overseas employment and shall be a condition precedent for its approval. The performance bond to be filed by the recruitment/placement agency, as provided by law, shall be answerable for all money claims or damages that may be awarded to the workers. If the recruitment/placement agency is a juridical being, the corporate officers and directors and partners as the case may be, shall themselves be jointly and solidarily liable with the corporation or partnership for the aforesaid claims or damages. xxx"[55]

The law is clear that a corporate officer should be held jointly and solidarily liable if the accountable agency is a juridical being. We thus uphold the ruling of the NLRC that as an officer of Marlow, private respondent Galvez should be held solidarily liable with Marlow.

On the issue of damages and attorney's fees, given that Francisco failed to substantiate his claim that Marlow acted in bad faith, We agree with the NLRC that he cannot rightfully claim for the award thereof. Besides, it is undisputed that Marlow shouldered the expenses for treatment of Francisco's injury, which act negates the presence of bad faith on Marlow's part. Francisco was also unable to prove that Marlow owed him other medical expenses due to the lack of receipts or documents to support such claim. Attorney's fees cannot likewise be awarded where there is no sufficient showing of bad faith[56] in petitioners' persistence over a case other than an erroneous conviction of the righteousness of their cause.[57]

Finally, in certiorari proceedings under Rule 65 of the Rules of Court, the appellate court, as a general rule, does not assess and weigh the sufficiency of evidence upon which the Labor Arbiter and the NLRC based their conclusion. The query in this proceeding is limited to the determination of whether or not the NLRC acted without or in excess of its jurisdiction or with grave abuse of discretion in rendering its decision. As an exception, the appellate court may examine and measure the factual findings of the NLRC to determine if the same are supported by substantial evidence,[58] or if the NLRC arbitrarily disregarded the evidence before it or misapprehended evidence of such nature as to compel a contrary conclusion if properly appreciated.[59] For failure of petitioner to demonstrate the grave abuse of discretion on the part of public respondent, we find no reason to disturb, much less to nullify, the assailed decision and resolution.

WHEREFORE, premises considered, the petition is DENIED, and the assailed Decision dated September 18,

2013 and Resolution dated December 16, 2013 of the public respondent NLRC are AFFIRMED.

SO ORDERED.

Rosario, and Dimagiba, JJ., concur.

[1] Rollo, pp. 34-46.

[2] Id., pp. 50-63.

[3] Id., pp. 64-66.

[4] Id., pp. 48-49.

[5] Id., pp. 68-69, 389-390.

[6] Id., p. 178.

[7] Id., p. 106.

[8] Id., pp. 7, 115-141, 391.

[9] Id., p. 35.

[10] Id., p. 107.

[11] Id., p. 108.

[12] Id., p. 107.

[13] Id., pp. 109, 179.

[14] Id., p. 110.

[15] Id., pp. 179-180.

[16] Id., p. 181.

[17] Id., pp. 182-183.

[18] Id., pp. 184-185.

[19] Id., p. 111.

[20] Id., pp. 111-112, 186.

[21] Id., p. 187.

[22] Id., p. 188.

[23] Id., p. 189.

[24] Id., p. 142.

[25] Id., p. 190.

[26] Id., pp. 113-114.

[27] Id., pp. 36, 64-66.

- [28] Id., p. 36.
- [29] Id., p. 37-38.
- [30] Id., p. 63.
- [31] Id., pp. 258.
- [32] Id., pp. 45-46.
- [33] Id., p. 48.
- [34] Id., pp. 3-31.
- [35] Id., pp. 11-12.
- [36] Id., p. 400.
- [37] Id., p. 373.
- [38] Id., p. 375.
- [39] Quitoriano vs. Jebsens Maritime, Inc., G.R. No. 179868, January 21, 2010.
- [40] Alpha Ship Management Corporation vs. Calo, G.R. No. 192034, January 13, 2014, quoting P.D. 442, As Amended or the Labor Code of the Philippines. Emphasis added.
- [41] Rule X, Section 2 (Book IV) of the IRR of the Labor Code states:
- SEC. 2. Period of entitlement. – (a) The income benefit shall be paid beginning on the first day of such disability. If caused by an injury or sickness it shall not be paid longer than 120 consecutive days except where such injury or sickness still requires medical attendance beyond 120 days but not to exceed 240 days from onset of disability in which case benefit for temporary total disability shall be paid. However, the System may declare the total and permanent status at any time after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System."
- [42] G.R. No. 172933, October 6, 2008, 567 SCRA 610, 628
- [43] Alpha Ship Management Corporation vs. Calo, supra
- [44] Id.
- [45] G.R. No. 198501, January 30, 2013, 689 SCRA 795
- [46] Rollo, pp. 37-38, 317-318, 371-373.
- [47] Id., p. 178
- [48] Emphasis added.
- [49] Rollo, pp. 179-189.
- [50] Id., p. 114. Emphasis supplied
- [51] Id.
- [52] Id. Emphasis Supplied
- [53] Rollo, p. 142.

[54] Id. pp. 37-38.

[55] An Act Amending Republic Act No. 8042, Otherwise Known as the Migrant Workers and Overseas Filipinos Act of 1995, As Amended, Further Improving the Standard of Protection and Promotion of the Welfare of Migrant Workers, Their Families and Overseas Filipinos in Distress, And for Other Purposes [RA 10022], Sec. 7 (July 27, 2009). Emphasis supplied

[56] Article 2208 (5), Civil Code of the Philippines.

[57] Citytrust Banking Corp. vs. Villanueva, 361 SCRA 446, 458

[58] Yolanda M. Mercado, et al. vs. AMA Computer College-Parañaque City, Inc., G.R. No. 183572, April 13, 2010.

[59] Mac Adams Metal Engineering Workers Union-Independent, et al. vs. Mac Adams Metal Engineering and/or Lydia Sison, et al., G.R. No. 141615, October 24, 2003.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.