

MAGSAYSAY MARITIME CORP. CRUISE SHIPS CATERING AND SERVICES INTERNATIONAL AND MARLON P. ROÑO, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION (FOURTH DIVISION) PROMULGATED:...

Ponente: VILLON, J.

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VILLON, J.:

Assailed in this Petition for Certiorari under Rule 65 of the 1997 Rules of Civil Procedure is the decision dated February 21, 2012[1] of public respondent National Labor Relations Commission (NLRC), Fourth Division, in NLRC LAC No. OFW (M)-08-000662-11, which reversed and set aside the decision dated May 30, 2011[2] of Labor Arbiter Gaudencio P. Demaisip, Jr. in NLRC NCR Case No. 01-00586-11 which, in turn, declared that private respondent is not suffering from disability, thereby dismissing the complaint.

In the assailed decision of the NLRC, petitioners were ordered jointly and severally to pay private respondent, his permanent total disability benefit in the amount of EIGHTY NINE THOUSAND ONE HUNDRED US DOLLARS (US\$89,100.00) or its peso equivalent at the time of actual payment, plus the amount equivalent to ten percent (10%) thereof by way of attorney's fees.

Likewise assailed is the resolution dated April 16, 2012[3] of the NLRC, which denied petitioner's motion for reconsideration of the said decision.

The facts of the case, as quoted from the decision of the NLRC, are as follows:

“Complainant[4], in his Position Paper, alleged: that he had been employed by respondents since February 2004 initially as a third cook and later as second cook; that his latest contract with respondents to work as second cook on board the vessel 'Costa Serena' for eight months (Annex 'A' – Employment Contract); that his employment is covered by an overriding CBA between AMOSUP and the owners of the ship (Annex 'B' – CBA); that he was deployed after undergoing a pre-employment Medical Examination (Annex 'C'); that sometime in the third week of August 2010, while on duty, he experienced allergies in his scalp, fingers, nails, groin and upper part of his body, causing discomfort, itchiness and restlessness; that on August 28, 2010, he consulted the ship's physician who diagnosed him to have dermatitis and gave him medicines; that because his condition did not improve, the ship's physician referred him to a clinic in Bari which diagnosed him to have 'piodermite diffuse' (Annex 'D' – Medical Referral); that he was medically repatriated on September 5, 2010 and he arrived in Manila on September 7, 2010; that he immediately reported to respondent manning agency which referred him to the Hospital of Infant Jesus where he was diagnosed to have Tinea Cruris Furunculosis and psoriasis and where he was treated continuously as out-patient; and that he also consulted Dr. Manuel C. Jacinto of Sta. Teresita General Hospital who assessed him to be physically unfit to go back to work and that his disability is total and permanent (Annex 'E' – Medical Certificate dated March 3, 2011).

On the other hand, in their Position Paper, respondents[5] averred: that complainant is not covered by a CBA (Annex '2' – Certification from AMOSUP); that on January 7, 2011, complainant embarked on board the cruise ship 'MV Costa Serena' as third cook; that complainant was reported to have suddenly exhibited scaly

erithematous lesion accompanied by moderate to severe pruritus all over his body and he was diagnosed to have psoriasis (Annex '3'); that after a week of treatment, the adherent scaly skin had resolved (Annex '4' – Medical Report dated September 16, 2010); that meanwhile, complainant had fumuculosis (otherwise called boil or 'pigsal') for which he was given antibiotics; that in two weeks' time, his boil had resolved (Annex '5', Medical Report dated September 23, 2010); that he was given continuous medications for his skin lesions (Annex '6', Medical Report dated October 7, 2010); that after two more weeks of medications, only fine scales on the palm and in the scalp were seen (Annex '7', Medical Report dated October 28, 2010); that complainant's skin conditions have resolved after treatment (Annex '8'); that complainant was not rendered disabled (Annex '9'); that despite the opinion of Dr. Narciso Navarro (sic) that complainant's psoriasis is not work-related (annex '9'), respondents covered the expenses for his medical treatment and paid his illness allowance (Annex '10')."

On January 11, 2011, private respondent filed a complaint for payment of disability benefits, sickness allowance and damages as well as attorney's fees.

On May 30, 2011, the Labor Arbiter rendered a decision dismissing the complaint, declaring that private respondent is not suffering from any disability. The dispositive portion of the Labor Arbiter's decision simply states:

"IN VIEW OF THE FOREGOING, the complaint filed in the instant case is DISMISSED.
SO ORDERED."

Private respondent appealed to the NLRC.

In a decision dated February 21, 2012, the NLRC granted private respondent's appeal and set aside the decision of the Labor Arbiter, disposing as follows:

"WHEREFORE, premises considered, the appealed Decision is hereby SET ASIDE and a new one is entered ordering respondents, jointly and severally, to pay complainant permanent total disability benefit in the amount of EIGHTY NINE THOUSAND ONE HUNDRED US DOLLARS (US\$ 89,100.00) or its Peso equivalent at the time of actual payment, plus ten percent (10%) thereof as and for attorney's fees.

Other claims are dismissed for lack of merit.

SO ORDERED."

Petitioners' motion for reconsideration of the NLRC decision was denied in its resolution dated April 16, 2012.

Hence, this petition anchored on the following grounds[6]:

I.

THE HONORABLE COMMISSION, FOURTH DIVISION, COMMITTED GRAVE ABUSE OF DISCRETION IN AWARDING BENEFITS UNDER AN ALLEGED CBA WHEN NO COPY OF THE SAME WAS SUBMITTED. EVEN AMOSUP (THE ASSOCIATED MARINE OFFICER'S AND SEAMEN'S UNION OF THE PHILIPPINES) CERTIFIED THAT THE PRIVATE RESPONDENT IS NOT A MEMBER OF THE UNION AND THE VESSEL "MV COSTA SERENA" IS NOT COVERED BY ANY CBA.

II.

THE HONORABLE COMMISSION, FOURTH DIVISION, COMMITTED GRAVE ABUSE OF DISCRETION IN RULING THAT THE PRIVATE RESPONDENT'S ILLNESS IS WORK-RELATED AND BY NOT RECOGNIZING THE FACT THAT SUCH ILLNESS HAS ALREADY BEEN CURED AND RESOLVED.

III.

THE HONORABLE COMMISSION, FOURTH DIVISION, COMMITTED GRAVE ABUSE OF DISCRETION IN AWARDING ATTORNEY'S FEES IN FAVOR OF PRIVATE RESPONDENT.

Petitioners contend, among others, that the NLRC decision, awarding US\$89,100.00 to private respondent as total and permanent disability benefits, constitutes grave abuse of discretion amounting to lack or excess of jurisdiction; that private respondent had anchored his claim on a purported Associated Marine Officers & Seamen's Union of the Philippines- Collective Bargaining Agreement (AMOSUP-CBA) but he had not attached an identification card or any proof showing his affiliation and membership with AMOSUP; that contrary to private respondent's allegations, AMOSUP had even denied that private respondent is a member thereof and had likewise denied that the vessel 'MV COSTA SERENA' is covered by any one of their CBAs.

Petitioners also argue that private respondent failed to justify his claim for compensation based on permanent and total disability pursuant to the Philippine Overseas Employment Agency (POEA) Standard Employment Contract; that Section 20 thereof provides that in order for an illness to be compensable, (a) it must be work-related and (b) it must have occurred during the term of the contract; that private respondent's condition, particularly psoriasis, was assessed as not work-related by their company-designated physicians; that they conducted continuous treatment and examination on private respondent in consultation with specialists; that several extensive medical procedures were conducted on private respondent such as laboratory examinations and consultations with a dermatologist; that the NLRC committed grave abuse of discretion in ruling that the findings of the company-designated physicians were unsubstantiated and therefore deserve no consideration; that the company-designated physicians treated private respondent from his repatriation up to the time that the assessment on his medical condition was issued; that the assessment given by them, stating that his skin illness is not work-related deserves great weight as it is based on continuous treatment, extensive examination and after conducting several medical procedures.

Petitioners further argue that as stated in the company-designated physician's affidavit[7], private respondent's skin disease had no relation whatsoever to his work; that there was no evidence to support that his job as a Third Cook aggravated his illness; that psoriasis being a chronic auto-immune disease, the infected person's lesions come out when there is an overactive immune response of the body against substances and tissues normally present in the body and are not related to any working conditions on board the vessel; that aside from the fact that private respondent's skin disorder is not work-related, the same had finally improved and resolved/cured with medications; and that based on the medical findings of the company-designated physicians, private respondent is not suffering from any disability on account of psoriasis or even furunculosis.

Finally, petitioners contend that it is the company-designated physicians who are entrusted with the task of assessing the extent of the seaman's disability; that private respondent's prayer for disability compensation should have been denied since the company-designated physicians had declared his skin disorder as not work-related; that private respondent's doctor, Dr. Manuel C. Jacinto, Jr. (or "Dr. Jacinto") only saw him on March 3, 2011 and issued a medical certificate on the same day; that the medical certificate was issued a few months after the complaint was filed which shows that it was issued only for the purpose of supporting his claim and not for attesting to the accurate determination of his medical condition; that the contents of this plain and unsubstantiated medical certificate cannot prevail over the numerous consultations and medical procedures that private respondent had with the company-designated physicians; and that it is neither just nor equitable for private respondent to receive an award of attorney's fees for he is not entitled to any damages as they did not act in bad faith, there being valid defenses against his claims.[8]

In his Comment[9], private respondent argues that the NLRC decision is judicious as it is supported by substantial

evidence and conforms to relevant jurisprudence; that even the company-designated physicians had confirmed that his condition is work related and work aggravated; that there is no truth to petitioners' contention that his skin disease had already resolved - the truth is, he was already rendered totally unfit as seafarer in any capacity; that no employer in his right mind will readily employ him taking into consideration his skin disease that spread throughout his body; that there was no clear declaration that he is already fit for work because the truth is that he is not fit for work anymore as he is suffering from severe skin disease that is apparent and visible throughout his body; that the company-designated physicians' declaration that his skin disease had already resolved is inaccurate as it is not reflective of his actual physical and medical condition; that the company-designated physicians are considered as employees of petitioners as they are being retained for their medical services for which they receive regular retainers' fee; that on account of this special relationship between the company-designated physicians and petitioners, the former will at all times act to favor and protect the latter; that during the time that he was undergoing medication before the company-designated physicians, he was already aware of their apparent bias in favor of petitioners; that he was compelled to seek further medication, treatment and examination from an independent medical specialist for the purpose of obtaining a second opinion and to determine his actual condition; that Dr. Jacinto had thoroughly and exhaustively treated and examined him as an independent medical specialist; that after evaluating the result of his examination, medication and treatment, Dr. Jacinto had confirmed that his skin disease had deteriorated and had already rendered him totally unfit as seafarer in any capacity; and that the NLRC therefore had acted judiciously when it upheld the credible, independent and fair medical assessment made by Dr. Jacinto, consistent with the ruling in *HFS Philippines, Inc., et al. vs. Pilar*[10].

Private respondent further argues that even the POEA Standard Employment Contract recognizes the right of the seafarer to choose his own physician especially if the physician has the trust and confidence of the seafarer because this is the prime consideration in a doctor-patient relationship; that the medical assessment made by Dr. Jacinto is considered as a strong and relevant evidence in this case as it is in the nature of a second opinion which is considered as competent and relevant evidence pursuant to the POEA Standard Employment Contract; that as shown by the evidence on record, he is not fit for work anymore despite being treated and examined by the company-designated physicians for more than 120 days; that as reported even by the company-designated physicians, the skin lesions and eruptions of his skin are already spreading throughout his body; that being already unfit for more than 120 days due to a work-related illness, he is already entitled to the full disability compensation in accordance with the CBA; that in compensation cases, what is being compensated under the law is not the absolute helplessness of the seafarer or the gravity of the illness or injury, but it is the loss of the opportunity to earn an income; and that considering that he had already lost his capacity to obtain further sea employment and opportunity to earn an income, he is now therefore entitled to the full permanent disability compensation in accordance with the CBA.

Finally, private respondent argues that petitioners' contention that his skin disease is not considered as work-related or work-aggravated illness is unmeritorious; that in fact, this was strongly belied by the medical assessment[11] of the company-designated physicians themselves; that prior to his deployment at the vessel, he was subjected to Pre-Employment Medical Examination (PEME) and he was found to be fit for work; that it was only in the course of the performance of his duties as Second Cook on board petitioners' vessel that he sustained his severe skin disease; that his job as Second Cook involved the handling of chemicals, ingredients and other food preparations, thus, it had contributed in the development of the illness that had rendered him unfit as seafarer in any capacity; that in compensation cases, the test of work relation or compensability of an illness is not the absolute certainty that the nature of employment had caused the illness of the worker, but it is the probability that it had contributed in the development, enhancement and deterioration of such illness even in a small degree; that his skin disease or dermatitis being listed as occupational disease, there is no proof necessary to establish its

compensability; and that because his employment was covered by a CBA, and he being a member of the AMOSUP, the NLRC was correct in applying the provisions of the CBA with regard to his claims.

In their Reply[12], petitioners maintain that private respondent is not entitled to the award of US\$89,100.00 as maximum compensation under the CBA, plus the amount equivalent to ten percent (10%) thereof as attorney's fees, because he is not totally and permanently disabled; that even assuming that private respondent is incapacitated by his skin disorder/infection, it is not even compensable under the POEA Standard Employment Contract as the same is not occupational and no evidence on record was submitted to prove that it is work-related; that there is no applicable CBA between the herein parties; that considering that the claim is governed only by the terms and conditions of the POEA Standard Employment Contract, it was imperative upon private respondent to submit substantial evidence to prove that his illness is work-related; that private respondent was diagnosed with a skin disorder called psoriasis, which is not work-related, hence, not compensable; that incidentally, private respondent was also treated for another skin infection diagnosed as furunculosis in his butt/anus – in tagalog, “pigsá”, which has something to do with one's hygiene; that private respondent's skin conditions can be cured and the medical records disclosed that the same had resolved; that the Supreme Court in the case of Vergara v. Hammonia Maritime Services, et al.,[13] ruled that entitlement to disability compensation is a matter to be governed by the contract and medical findings; that there is no medical finding, however, by the attending physicians that private respondent is beset with any kind of incapacity or disability; that the single medical report prepared by Dr. Jacinto is doubtful; that private respondent was treated for skin disorder when in fact, Dr. Jacinto is a specialist in orthopedics; that it is a matter of judicial notice that there are various specializations in medical science; that the findings of doctors who are not proven experts are not binding, citing Marsman Manning v. NLRC[14]; that the purported disability report of Dr. Jacinto was obviously obtained after a single fleeting consultation only; thus, said report cannot therefore be upheld over the findings of the company-designated physicians (Dr. Navarro and Dr. Lim); and that both doctors have opined that private respondent's skin disorder is not occupational and therefore not work-related – and this opinion must be upheld.

A seafarer may file a claim for disability compensation pursuant to the terms of the employment contract as approved by the POEA and the pertinent provisions of the POEA Standard Employment Contract, specifically Section 20 (B), (3) and (6) thereof which state:

SEC. 20. Compensation and Benefits. -

xxx xxx xxx.

B. 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 xxx xxx.

3. Upon sign-off from the vessel for medical treatment, the seafarer is entitled to sickness allowance equivalent to his basic wage until he is declared fit to work or the degree of permanent disability has been assessed by the company-designated physician but in no case shall this period exceed one hundred twenty (120) days.

For this purpose, the seafarer shall submit himself to a post employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same period is deemed as compliance. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, 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.

xxx xxx xxx.

6. In case of permanent total or partial disability of the seafarer caused by either injury or illness the seafarer shall be compensated in accordance with the schedule of benefits enumerated in Section 32 of this Contract. Computation of his benefits arising from an illness or disease shall be governed by the rates and the rules of compensation applicable at the time the illness or disease was contracted.

Thus, a seafarer may claim two (2) forms of monetary compensation benefit.

First, sickness allowance from the date of his sign-off for medical treatment up to the date he is declared fit to work or the degree of his permanent disability is assessed by the company-designated physicians. In no case shall sickness allowance be paid for a period exceeding 120 days; and Second, any of the three kinds of disability benefits granted under the Labor Code, as implemented by Section 2, Rule VII of its Implementing Rules.

The compensable disability may either be permanent total disability or permanent partial disability.

"Permanent total disability" invariably results in an employee's loss of work or inability to perform his usual work, "permanent partial disability", on the other hand, occurs when an employee loses the use of any particular anatomical part of his body which disables him to continue with his former work.[15] Permanent disability is the inability of a worker to perform his job for more than 120 days, regardless of whether or not he loses the use of any part of his body. Total disability, on the other hand, means the disablement of an employee to earn wages in the same kind of work of similar nature that he was trained for, or accustomed to perform, or any kind of work which a person of his mentality and attainments could do. It does not mean absolute helplessness.[16]

It is likewise provided that, in order to claim disability benefits under the POEA Standard Employment Contract, it is the "company-designated" physician who must proclaim that the seafarer suffered a permanent disability, whether total or partial, due to either injury or illness, during the term of the latter's employment.[17] While such proclamation or certification is not conclusive, to impugn the same, the seafarer must indicate facts or evidence of record that contradict such finding or present the contrary opinion of his appointed physician. In case of conflict in the findings of the company-designated physician and the physician appointed by the seafarer, the law requires that a third physician shall be agreed upon between the company and the seafarer, whose medical finding shall now be considered final.

In the case at bar, the Labor Arbiter dismissed the complaint finding that private respondent was not suffering from disability. The Labor Arbiter ratiocinated, thus:

"He is not totally and permanently disabled because his illness is a skin disease.

As stated by the respondent, a skin disease does not render one totally and permanently disabled.

A skin disease is curable."

On appeal, the NLRC reversed the foregoing findings and ruled that private respondent's illness (psoriasis) is work-related and thus compensable. It explained, thus:

"We cannot abide and sustain the finding of the Labor Arbiter that complainant is not suffering from disability on account of his psoriasis. The visible scales in his upper extremities, chest and scalp as an outward manifestation of his illness make him repulsive. As correctly pointed out by complainant-appellant, his lingering skin disease has made his appearance unpleasant to people and impairs his earning capacity. While complainant may not be suffering from physical functional disorder, considering that his employment as

‘cook’ which has something to do with the preparation of food to be feed (sic) to the passengers or crew of the ship, his repulsive appearance resulting from his illness had certainly impaired or affected his employability and earning capacity. In disability compensation, what is compensated is the incapacity to work resulting in the impairment of ones earning capacity (Philippine Transmarine Carriers vs NLRC, G.R. No. 123891, Feb. 28, 2001). As a cook, the kind of illness suffered by complainant has in effect prevented him from getting employed for with his medical condition, even respondents-appellants themselves had not shown any intention or interest in re-contracting his services as a ‘cook’ despite the declaration of their designated physician that complainant is fit to work, for it is certain that no shipowner, or employer for that matter, would consent to hiring a cook who is afflicted with psoriasis or any other skin disease as in the case of complainant.” (Underscoring Ours)

That private respondent acquired psoriasis while on board MV “Costa Serena” is not disputed. In fact, he was repatriated as a result of this skin disorder that the ship physician diagnosed as “dermatitis”, and by the clinic in Bari as “piodermite diffuse”.

Psoriasis is a common, usually lifelong skin disorder that causes scaly, often painful patches of skin that appears most often in the scalp, elbows, knees, hands and lower back. Experts think that psoriasis occurs when the immune system malfunctions and signal skin cells to grow and replace themselves quickly. A genetic predisposition is thought to be the underlying cause of the immune system abnormality. For people who are genetically predisposed, several physical and emotional conditions trigger the illness, such as too much exposure to sunlight and exposure to cold weather, toxic chemicals, or stress.[18]

In this case, private respondent was a “cook” on board the vessel MV “Costa Serena” at the time he got afflicted by psoriasis. As correctly observed by the NLRC, private respondent, while performing his duties as a “cook”, was exposed to cold weather and notably to stress, owing to the arduous nature of his job. While psoriasis is not expressly included in the list of occupational diseases under Section 32-A of the 2000 POEA Standard Employment Contract, it is to be noted that the acquisition of psoriasis is still presumed as work-related (Section 20 B.4, 2000 POEA Standard Employment Contract) when acquired during the existence of a valid contract on board the vessel.

The NLRC's basis for awarding the amount of US\$89,100.00 to private respondent is the purported CBA which, allegedly, is binding upon petitioners. It appears, however, that a certification dated February 16, 2011[19] was issued by the Legal Officer of the AMOSUP stating that the vessel MV “Costa Serena” is not enrolled with any of its CBA. Likewise, the copy of the CBA[20] that was attached as Annex “F” to the Position Paper of private respondent is a 2008-2009 CBA signed only by representatives of AMOSUP and the International Transport Workers’ Federation, London (ITWF), without the participation of petitioner Magsaysay Maritime Corp. or its foreign principal, petitioner Cruise Ships Catering and Services International.

Other than his bare allegation disputing the veracity and due execution of the AMOSUP certification dated February 16, 2011, private respondent had not presented any clear and corroborative evidence to prove the participation of petitioners in any CBA. It is a basic rule of evidence that each party must prove his affirmative allegation. If he claims a right granted by law, he must prove his claim by competent evidence, relying on the strength of his own evidence and not upon the weakness of that of his opponent.[21] Based on the foregoing, We hold that the award to private respondent of the amount of US\$89,100.00 is without sufficient factual and legal bases.

Thus, the disability compensation that may be awarded to private respondent should be anchored only upon the provision of the 2000 POEA Standard Employment Contract, which is governing at the time of his employment and consequent repatriation.

There is no dispute that private respondent was subjected to the medical care of the company-designated physicians after his medical repatriation on September 5, 2010. Based on the evidence on record, private respondent was evaluated on September 9, 2010 at the Medi-Cross Health Management, Hospital of the Infant Jesus in Manila. The attending physician made the following observation:

“Seen in our clinic today and was referred to Dermatologist for further evaluation and management and upon examination the following lesions are present.

1. Scalp – presence of thick white adherent scales all over the scalp.
2. Abdomen, back, upper extremity, axilla, inguinal, scrotum and nipple – erythematous silvery scales, macula and plaques all over these area.
3. Fingers – presence of scaly erythematous patches.

The above lesions are accompanied by moderate to severe pruritus.

He was diagnosed to have psoriasis.

Private respondent was subsequently examined on September 16, 2010[22], September 23, 2010[23], October 7, 2010,[24] October 28, 2010[25] and November 25, 2010[26]. Thus, the following findings on the medical condition of private respondent:

September 16 – “patient developed erythematous scaly guttate lesion all over the body. The adherent scaly has resolved. At present furunculosis are present on the axilla and buttocks. He was given Polytar shampoo, daivobet, cetaphil antibacterial soap, Augmentin, Betadine skin cleanser and bactroban.”

September 23 – “Furunculosis, Resolved, Psoriasis, follow up with Dermatologists and at present the furuncle have resolved. The scabs on the plaque have resolved. Fine scales on an erythematous patch are present and have lessened in number and are located in the chest, abdomen and upper extremities. Scales are also seen on the scalp. He was given daivobet ointment, Polytar shampoo and Dermovate.”

October 7 – “furunculosis, Resolved, Psoriasis, Tinea Cruris follow up with Dermatologist and presence of fine scales on the scalp, on the trunk to tear drops lesion of erythematous scaly papule over the back, chest, abdomen, on the palm & soles. Hyperkeratosis lesion are observed. He was given Daivobet ointment, Polytar soap and cetaphil antibacterial soap.”

October 28 – “Furunculosis, Resolved, psoriasis, Tinea Cruris follow up with Dermatologist at present only fine scales are seen on the palm and scalp. He was advised to continue Daivobet ointment and Dermovate solution.”

November 25 – “Furunculosis, resolved, Psoriasis, Tinea Cruris follow up with Dermatologist and at present guttate lesion have lessened at the back advised to continue his medications.”

Thereafter, private respondent consulted Dr. Jacinto who issued a Medical Certificate dated March 3, 2011[27] stating:

“xxx patient’s condition started at work and symptoms of skin lesions persisted despite medication thus he was rendered to be physically unfit to go back to work.”

On the other hand, petitioners submitted the affidavit[28] of Dr. Vedasto Lim (or “Dr. Lim”) that psoriasis is not work related and private respondent was not suffering from disability on account of psoriasis and furunculosis.

After due consideration of the evidence, the Court finds no grave abuse of discretion on the part of the NLRC in giving more weight and credence to the medical findings of Dr. Jacinto that private respondent is entitled to permanent total disability compensation.

Firstly, there is no dispute that private respondent's illness had occurred or was suffered during the term of his contract with petitioner. Likewise, private respondent's skin disease (psoriasis) even if it is not included in the list of occupational diseases, is still presumed to be work-related in accordance with Section 20 B.4 of the 2000 POEA Standard Employment Contract. It must be stressed that in compensation cases, the test of work-relation or compensability of an illness is not the absolute certainty that the nature of employment had caused the illness. What the law requires is a reasonable work connection and not a direct causal relation.[29]

It is also worth noting that in the September 16, 2010 Progress Report,[30] no less than the company-designated physicians, Dr. Jocelyn Mariano and Narciso Navarro, Jr., diagnosed private respondent's medical condition as "WORK RELATED". Thus:

"PROGRESS REPORT

This is a case of a 35 year old male, Filipino, single, with a diagnosis of Psoriasis, Furunculosis. Follow up with Dermatologist and patient developed erythematous scaly guttate lesion all over the body. The adherent scaly has resolved. At present Furunculosis are present on the axilla and buttocks. He was given Polytar Shampoo, Daivobet, Cetaphil antibacterial soap, Augmentin, Betadine skin cleanser and bactroban. For follow up on September 23, 2010.

THIS CONDITION IS WORK RELATED."

Petitioners cannot, thus, later on declare that private respondent's illness is not work-related just by presenting an Affidavit from another physician in the person of Dr. Lim, stating that (psoriasis) "is not related to any working conditions on board the vessel". It is worthy to note that the affidavit of Dr. Lim was secured on March 29, 2011, or more than four (4) months from the time private respondent was last seen by the company-designated physicians on November 25, 2010 and after he was declared by his own independent physician, Dr. Jacinto, on March 3, 2011 "to be physically unfit to go back to work". Indeed, Dr. Lim's opinion that private respondent's psoriasis is not related to any working condition on board the vessel cannot be given credence as he himself had not physically examined private respondent.

Secondly, under the POEA-Standard Employment Contract, it is the company-designated physician who should generally determine the fitness or unfitness for sea duty or the degree of disability of a seafarer. However, the seafarer is not precluded from securing the services of an independent doctor to assess his medical condition when he does not agree with the finding of the company-designated physician. In case of variance, a third doctor should be agreed upon by the parties. This last step was not observed as petitioners, instead, submitted the affidavit of Dr. Lim to explain the medical state of psoriasis and to determine if it is work related.

We note that from the time private respondent's illness manifested sometime in August 2010 up to the time that he secured the services of an independent physician, "no improvement was noted xxx and that symptoms of skin lesions persisted despite medication". The records disclosed that despite the lapse of 120 days from the date of private respondent's medical repatriation, the company-designated physicians had not issued any certification that he is already fit to resume work after medical management of his condition.

Lastly, granting arguendo that private respondent's psoriasis had receded and he is considered to be not suffering from any disability, there is no indication that he was offered by petitioner to go back to his previous work.

Verily, private respondent cannot be re-employed to his customary work as a cook due to his skin disorder. As aforesaid, psoriasis is a lifelong, recurring illness. With such prevailing medical condition, private respondent cannot effectively secure employment as a "cook". Food service is a delicate business and, as correctly observed by the NLRC, no shipowner or employer for that matter would consent to hiring a cook who is afflicted with

psoriasis or any other skin disease as in the case of private respondent. Indeed, private respondent should already be deemed permanently and totally disabled, for purposes of the law, to resume his sea duties. As such, he is entitled to Grade 1 disability rating under the POEA Standard Employment Contract.

It is relevant to state that the POEA Standard Employment Contract is designed primarily for the protection and benefit of Filipino seamen in the pursuit of their employment on board ocean-going vessels. Its provision must, therefore, be construed and applied fairly, reasonably and liberally in favor or for the benefit of the seamen and their dependents. Only then can its beneficent provisions be fully carried into effect[31].

It is well-settled that findings of facts and conclusions of the NLRC are generally accorded not only great weight and respect but even clothed with finality and deemed binding on this Court as long as they are supported by substantial evidence.[32] We see no reason to deviate from this rule, more so in this case where the factual findings of the NLRC are supported by the evidence on record. However, pursuant to the applicable jurisprudence and the pertinent provisions of the POEA Standard Employment Contract, the award of US\$89,100.00 in favor of private respondent should be reduced to US\$60,000.00.

WHEREFORE, the instant petition is hereby DISMISSED. The assailed decision dated February 21, 2012 and resolution dated April 16, 2012 of public respondent National Labor Relations Commission (NLRC) Fourth Division in NLRC LAC No. OFW (M) 08-0000662-11 are hereby AFFIRMED with modification, by reducing private respondent's disability compensation benefit to US\$60,000.00 or its peso equivalent, in accordance with the provision of the POEA Standard Employment Contract plus the amount equivalent to ten (10%) percent of the total monetary award as attorney's fees.

SO ORDERED.

Macalino, and * Inting, JJ., concur.

*Vice Justice P.B. Corales per Office Order No. 161-14-AGT dated April 24, 2014.

[1] pp. 46-57, Rollo

[2] pp. 239-243, Rollo

[3] pp. 59-61, Rollo

[4] private respondent herein

[5] Petitioners herein

[6] pp. 14-15, Rollo; pp. 12-13, Petition

[7] p. 134, Rollo

[8] pp. 16-30, Rollo; pp. 16-28, Petition

[9] pp. 308-347, Rollo

[10] G.R. No. 168716, April 16, 2009

[11] p. 124, Rollo

[12] pp. 350-356, Rollo

[13] G.R. No. 172933, October 6, 2008

[14] 313 SCRA 88

[15] *Vicente v. Employees' Compensation Commission*, G.R. No. 85024, January 23, 1991

[16] *Crystal Shipping, Inc. and/or A/S Stein Line Bergen v. Natividad*, G.R. No. 154798, October 20, 2005

[17] *German Marine Agencies, Inc. v. NLRC*, 403 Phil. 572

[18] p. 6, NLRC Decision dated February 21, 2012 citing *The Duke Encyclopedia of New Medicine*, pp. 120-121; p. 51, Rollo

[19] p. 126, Rollo

“CERTIFICATION

February 16, 2011

TO WHOM IT MAY CONCERN:

This is to certify that the vessel “COSTA SERENA” manned by Magsaysay Maritime Corporation, is not enrolled with any collective bargaining agreement with the ASSOCIATED MARINE OFFICERS AND SEAMEN'S UNION OF THE PHILIPPINES (AMOSUP).

This certification is being issued upon the request of Atty. Gina Guinto of Del Rosario Law Offices, for what ever legal purpose it may serve.

(SGD.) ATTY. EMMANUEL E. PARTIDO

LEGAL OFFICER”

[20] pp. 164-184, Rollo

[21] *Lopez v. Bodega City*, G.R. No. 155731, September 3, 2007

[22] p. 129, Rollo

[23] p. 130, Rollo

[24] p. 131, Rollo

[25] p. 132, Rollo

[26] p. 133, Rollo

[27] p. 163, Rollo

[28] p. 134, Rollo

[29] *GSIS vs. Cuntapay*, G.R. No. 168862, April 30, 2008

[30] p. 129, Rollo

[31] *Wallem Maritime Services, Inc. et al. v. NLRC, et al.*, G.R. No. 130772, November 19, 1999

[32] *Ass'n. of Integrated Security Force of Bislig v. Court of Appeals, et al.*, G.R. No. 140150, August 22, 2005, citing *Progressive Devt. Corp. v. NLRC*, G.R. No. 138826, October 30, 2000

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