

PHILIPPINE TRANSMARINE CARRIERS INC., UGLAND MARINE MANAGEMENT A.S., CARLOS SALINAS/ISABELITA SALINAS AND/OR CARLA SALINAS, PETITIONERS, VS. NATIONAL LABOR RELATIONS COMMISSION ...

Ponente: YBAÑEZ, J.

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YBAÑEZ, J.:

This is a Petition for Certiorari with Prayer for the Issuance of a Writ of Preliminary Injunction and/or Temporary Restraining Order[1] seeking to reverse and set aside the Resolution[2] dated 14 April 2011 and the Resolution[3] dated 16 June 2011 of the National Labor Relations Commission-Second Division (NLRC). The 14 April 2011 Resolution affirmed the Decision[4] dated 09 September 2010 of the Labor Arbiter, while the 16 June 2011 Resolution denied the petitioners' Motion for Reconsideration.

ANTECEDENTS

Private respondent Rizalde Rosal (Rosal) was employed by petitioner Philippine Transmarine Carriers, Inc., for and in behalf of its principal, petitioner Uglan Marine Management A.S., on board vessel "MV Jorita", under POEA-approved contract.[5] Rosal left the Philippines on 19 December 2008 and boarded the vessel the next day.[6]

On March 2009, Rosal suffered a darkening of the vision of his left eye. He notified the Chief Officer and requested that he be referred to a medical examination since the vessel was nearing China. Such examination was not made available. Instead, an eye ointment was applied on his eyes. When the vessel was in the U.S. Port of New Orleans, he again requested for an eye examination, but was not allowed because there was still no go-signal from the ship's agents.[7]

In July 2009, while the vessel was in Kenya, the private respondent was brought to a clinic. He was diagnosed to be suffering from Central Retinal Vein Occlusion (CRVO).[8] He then returned to the Philippines.[9]

Private respondent Rosal consulted Drs. Jose Mario Pelea and Benjamin Abela.[10] He was diagnosed to be suffering from "Central Retinal Vein Occlusion (Ischemic Type) OS" and underwent "Pan Retinal Photocoagulation, OS/LA." [11]

Despite medical treatment, the private respondent still found his left eye dominated by findings of CRVO with laser marks. He consulted another doctor who declared the private respondent "not fit for work." [12] He was then referred to Dr. Alvina Pauline Santiago. Said doctor certified that since his work is that of a fitter, welder, and machinist that require depth perception, the poor vision in his left eye does not permit him to resume his regular functions.[13]

The private respondent claimed disability benefits from the petitioners, but the latter refused to pay.[14]

Subsequently, the private respondent filed a complaint against the petitioners.

The parties failed to reach a settlement during the mandatory conferences. After the submission of Position Papers and Replies, the Labor Arbiter decided in favor of the private respondent. The petitioners were ordered to pay the private respondent the sum of US\$ 90,000.00 or its Peso equivalent, as disability benefits, plus ten percent (10%) attorney's fees.[15]

Undaunted, the petitioners appealed to the National Labor Relations Commission (NLRC). In its Resolution dated 14 April 2011, the NLRC affirmed the findings of the Labor Arbiter.[16]

The petitioners then moved for reconsideration, but their motion was denied by the NLRC in its 16 June 2011 Resolution.[17]

ISSUES

Hence, the instant petition where petitioners raised the following grounds[18]:

“PUBLIC RESPONDENT ERRED IN AWARDING FULL DISABILITY COMPENSATION DESPITE THE FOLLOWING:

PRIVATE RESPONDENT SIGNED-OFF FROM THE VESSEL VOLUNTARILY AND DID NOT COMPLY WITH THE MANDATORY REQUIREMENT FOR POST-EMPLOYMENT MEDICAL EXAMINATION BY THE COMPANY DESIGNATED DOCTOR.

PRIVATE RESPONDENT'S UNDERLYING ILLNESS IS DIABETES MELLITUS WHICH IS NOT WORK-RELATED. CRVO IS A COMPLICATION OF DIABETES MELLITUS.

NONE OF PRIVATE RESPONDENT'S PRIVATE/PERSONAL DOCTOR HAS ASSESSED PRIVATE RESPONDENT WITH A DISABILITY.”

OUR RULING

Petitioners averred that the private respondent was not medically repatriated, but was signed off because he voluntarily requested for it. The private respondent did not undergo any post-employment medical examination by the company designated doctor because he did not demand any medical attention from petitioners.[19]

According to the petitioners, even assuming for the sake of argument that private respondent is indeed disabled, under the terms and conditions of the POEA Contract, his illness of diabetes mellitus is not work-related and therefore, not compensable.[20]

Petitioners posited that awards of compensation cannot rest on mere surmises or presumptions.[21] They argued that Dr. Supan, who specializes in pre-employment examination, did not find private respondent to be suffering from any disability.[22]

On the other hand, the private respondent asseverated that the instant petition should be dismissed on the ground that the case has already been settled by the parties before the Labor Arbiter.[23]

He further stated that he is not claiming disability compensation due to diabetes but because of the loss of vision of his left eye. His loss of vision occurred during the term of his contract and while he was working on board the subject vessel.[24]

Citing the case of *Philimare, Inc., et. al. vs. Benedicto F. Suganob*, G.R. No. 168753, July 9, 2008, he argued that even if an illness is not listed as an occupational disease, it can be considered as work-related.[25] He also stated that he is entitled to disability benefits based on the provision in the POEA Standard Employment Contract that illnesses not listed in Section 32 thereof are disputably presumed as work-related.[26]

The private respondent claimed that he is presumed fit at the time he entered into a contract with the petitioners by virtue of the pre-employment medical examination.[27]

In addition, the private respondent asserted that he has a plethora of evidence available, including the SSS Medical Report, to prove his claim of full disability benefits.[28]

Is Central Retinal Vein Occlusion an illness which is compensable? If so, is the private respondent entitled to total disability benefits?

An employee is entitled to compensation benefits if the sickness is a result of an occupational disease under the applicable standard contract for Filipino seafarers; or in case of any other illness, if it is caused by employment, subject to proof that the risk of contracting the same is increased by the working conditions. This is as it should be because for an illness to be compensable, it must be (1) directly caused by such employment; (2) aggravated by the employment; or (3) the result of the nature of such employment. Jurisprudence provides that to establish compensability of a non-occupational disease, reasonable proof of work-connection and not direct causal relation is required. It is enough that the hypothesis on which the workmen's claim is based is probable. Probability, not the ultimate degree of certainty, is the test of proof in compensation proceedings.[29] It is not necessary that the nature of the employment be the sole and only reason for the illness suffered by the seafarer. It is sufficient that there is a reasonable linkage between the disease suffered by the employee and his work to lead a rational mind to conclude that his work may have contributed to the establishment or, at the very least, aggravation of any pre-existing condition he might have had.[30]

The private respondent submitted a Doctor's Report from Kenya which indicated that his illness was contracted three (3) months from medical examination on 07 July 2009, or a few months after the commencement of his employment.[31]

The darkening of the private respondent's vision on the left eye occurred while he was in the performance of his duties as pipe fitter, welder and machinist on board the vessel, which involves constant exposure to the bright lights of welding or machine fabrication and noxious fumes.[32] Such illness was not diagnosed during his pre-employment medical examination conducted by the doctors of the petitioners.[33]

Indeed, there is a reasonable causation between the private respondent's work and his CRVO contracted during his employment warranting the recovery of compensation.

The petitioners cannot successfully invoke that private respondent's blurring vision on the left eye is a manifestation of diabetic retinopathy due to diabetes mellitus to insulate themselves from liability for disability benefits. The private respondent did not present diabetes as his illness and it was not diagnosed by the doctor in Kenya on 07 July 2009.[34] Dr. Elenita Supen, the petitioners' very own medical adviser, stated that there were no supporting documents indicating that the private respondent has diabetes and it is difficult to establish diabetes as the specific cause of his eye condition.[35]

Furthermore, We agree with the findings of the Labor Arbiter that the disability and permanent, viz:

“It is also noted that complainant’s disability is total and permanent. There is no dispute that for more than 240 days, and in fact, up until the present, complainant’s vision on his left eye never returned to normal state. As a fitter and welder, one needs a 20/20 vision to be effective. Complainant’s vision has been severely impaired and as such, could no longer effectively and efficiently work as fitter/welder. His disability effectively deprived him of resuming his work as a fitter or welder, a job he has trained for and for which he was regularly hired.”[36]

This conclusion is based on the certification issued by Dr. Alvina Pauline Santiago, thus:

“x x x As his work is that of a fitter, welder, and machinist that requires depth perception, the poor vision in the left eye does not permit him to resume his regular functions and is therefore not fit to work in his job. x x x.”[37]

It must be emphasized that permanent total disability means disablement of an employee to earn wages in the same kind of work, or 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 attainment could do. It does not mean absolute helplessness. In disability compensation, it is not the injury which is compensated, but the incapacity to work resulting in impairment of one's earning capacity.[38]

In view of the foregoing, We find no reason to depart from the conclusions of the Labor Arbiter and the NLRC.

The settled rule is that the factual findings of the Labor Arbiter and the NLRC are accorded not only great respect but also finality, and are deemed binding upon this Court so long as they are supported by substantial evidence.[39]

WHEREFORE, the instant Petition for Certiorari is DISMISSED. The 14 April 2011 and 16 June 2011 Resolutions of the National Labor Relations Commission are AFFIRMED.

SO ORDERED.

Dimaampao, (Chairman), and Sadang, JJ., concur.

[1] Rollo, pp. 3-30.

[2] Ibid., pp. 32-42.

[3] Ibid., pp. 44-45.

[4] Ibid., pp. 47-52.

[5] Ibid., p. 34.

[6] Ibid., p. 35.

[7] Ibid., p. 48.

[8] Ibid.

[9] Ibid., p. 9.

- [10] Ibid., pp. 77-78.
- [11] Ibid., p. 48.
- [12] Ibid., p. 79.
- [13] Ibid., p. 81.
- [14] Ibid., pp. 110-114.
- [15] Ibid., pp. 47-52.
- [16] Ibid., pp. 32-42.
- [17] Ibid., pp. 44-45.
- [18] Ibid., p. 13.
- [19] Ibid., p. 14.
- [20] Ibid., p. 15.
- [21] Ibid., p. 17.
- [22] Ibid., pp. 18-19.
- [23] Ibid., p. 408.
- [24] Ibid., p. 415.
- [25] Ibid., pp. 417-418.
- [26] Ibid., pp. 415-416.
- [27] Ibid., p. 416.
- [28] Ibid., p. 422.
- [29] Roberto D. Debaudin vs. Social Security System and Employees Compensation Commission, GR No. 148308, September 21, 2007, 533 SCRA 601.
- [30] Magsaysay Maritime Services and Princess Cruise Lines, Ltd., vs. Earlwin Meinrad Antero Laurel, G.R. No. 195518 , March 20, 2013, 694 SCRA 225.
- [31] Rollo, p. 38.
- [32] Ibid., p. 39.
- [33] Ibid., p. 50.
- [34] Ibid., p. 39.
- [35] Ibid., pp. 38-39.
- [36] Ibid., p. 51.
- [37] Ibid., p. 431.
- [38] Remigio vs. NLRC, G.R. No. 159887, April 12, 2006, 487 SCRA 190.

[39] Tan Brothers Corporation of Basilan City vs. Edna Escudero, G.R. No. 188711, July 3, 2013 700 SCRA 583, citing Calipay vs. National Labor Relations Commission, G.R. No. 166411, 3 August 2010, 626 SCRA 409, 421.

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