

VICENTE RAAGAS ADONIS, JR., PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION (FIRST DIVISION), BRILLIANT SEAS SHIPPING CORPORATION, LEDA SHIPPING GMBH-GERMANY AND/OR CHIEF EN...

Ponente: GARCIA, R. R. J.

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GARCIA, R. R. J.:

Before Us is a Petition for Certiorari[1] under Rule 65 of the Revised Rules of Court assailing the Decision[2] dated April 30, 2014 of public respondent National Labor Relations Commission (NLRC), First Division, which affirmed the Decision[3] dated November 29, 2013 of the Labor Arbiter dismissing the complaint filed by petitioner Vicente Raagas Adonis, Jr. for permanent total disability benefits and other money claims; and the Resolution[4] dated June 20, 2014 denying the Motion for Reconsideration[5] thereof.

THE FACTS

On August 10, 2011, petitioner Vicente R. Adonis, Jr. was hired as Chief Cook by private respondent Brilliant Seas Shipping Corp. for and on behalf of its foreign principal Leda Shipping GMBH-Germany. In the 6-month contract of employment[6], it was stipulated that petitioner shall receive a basic monthly salary of US\$774 on a 40-hour workweek, with a fixed overtime pay of US\$576 and a vacation leave pay of US\$206 for eight (8) days.[7] Petitioner then underwent the requisite pre-employment medical examination (PEME) at respondent agency's accredited medical clinic which found him fit for sea service.[8] In his medical examination, petitioner declared that he had no history of high blood pressure and heart disease. On August 13, 2011, petitioner left the Philippines to rendezvous with the ship "BBC EMS".

On March 19, 2012, petitioner disembarked from the vessel and returned to the Philippines on March 21, 2012. He reported to the office of respondent agency for debriefing. In the Debriefing Sheet[9] accomplished and signed by petitioner, he indicated therein that he did not encounter any accident nor health problem during his assignment. The reason for his disembarkation was for vacation.

Sometime in April 2012, petitioner reported to private respondent agency for his possible next assignment. He was then advised to undergo a PEME. However, the designated physician's medical assessment showed that he has a slow palpitating heart and has a coronary artery disease. Petitioner was thus declared unfit for sea duty and was not recommended for redeployment.[10]

In the second week of September 2012, petitioner again reported to the office of private respondent agency. After the required PEME, petitioner was still found unfit for sea service.

On May 29, 2013, petitioner filed the instant complaint[11] for permanent disability benefits and other money claims, docketed as NLRC-NCR 05-07891-13 OFW(M).

In his Position Paper[12], petitioner alleged that as Chief Cook, he has been exposed to heat and stressful working conditions. As part of his duties and responsibilities, petitioner was tasked to prepare food for all personnel on

board, order provisions for the ship, clean the galley and food storage, and report any accident to the Master of the vessel. He dutifully complied with all his designated tasks as Chief Cook and worked for 14 hours a day due to the demands of his job. On or about the second week of February 2012, while doing his daily routine in the pantry, petitioner felt dizzy and had a severe headache. He took oral medication but to no avail. A week after, his health deteriorated, he lost his appetite and found difficulty in sleeping. When his blood pressure was taken by the Chief Engineer, the result was high or around 170/100. Petitioner reported his condition and requested the captain to send him to the nearest medical facility but the same was not granted. On March 22, 2012 or the day after he returned to the Philippines, petitioner consulted Dr. Noriel C. Emelo, Municipal Health Officer of Rosario, Cavite due to chest pain. He was then diagnosed with T/C Coronary Artery Disease.[13] On August 16, 2012, petitioner consulted a cardiologist, Dr. Mary Jennifer D. Mendoza of the Philippine Heart Center, who made a similar diagnosis and advised the former to undergo a cono angio.[14] On April 24, 2013, petitioner was certified to be unfit to work in any capacity as a seaman. The certification[15] was issued by Dr. Rommel F. Galvez, Internist-Cardiologist of the Philippine Heart Center and St. Lukes Medical Center.

Petitioner likewise claimed that he suffered his illness while in the employ of private respondents. He acquired hypertension and cardiovascular disease due to the risks involved in his job as Chief Cook. Petitioner is no longer capable to work in any vessel as a seaman in view of his coronary artery disease. In fact, the medical certificates issued by his doctors indicate that he is permanently and totally disabled to work. Hence, petitioner is entitled to permanent total disability benefits in the amount of US\$60,000.

In their traverse, private respondents alleged that petitioner is not entitled to disability benefits. He already finished his employment contract and was not repatriated due to medical reasons. In the Debriefing Sheet, petitioner himself declared that the reason for his signing-off is "Vacation/F.C.", which stands for finished contract. He did not complain of any illness nor made any request for examination by the company-designated physician when he reported to private respondent agency on March 21, 2012. Petitioner also failed to submit himself to a post-employment medical examination. On April 23, 2012, private respondents actually had the intention of redeploying petitioner for the second time but his PEME showed that he has a coronary artery disease. Consequently, he was not recommended for redeployment. In order to convince private respondents to rehire him, petitioner submitted to the agency a Medical Certificate[16] dated July 26, 2012 issued by his personal doctor, Dr. Mefrido Abueg, stating that he was already physically fit to work. Petitioner was thus required to undergo another PEME. However, the 2D-Echo showed that he was still suffering from coronary artery disease. From then on, nothing was heard from petitioner. Private respondents were surprised when more than one (1) year after his disembarkation, petitioner filed the instant complaint for disability benefits. Private respondents reiterated that their obligation as employers already ended when petitioner disembarked the vessel on March 19, 2012. As such, the complaint must be dismissed.

In a Decision[17] dated November 29, 2013, the Labor Arbiter held that petitioner is not entitled to permanent disability benefits. There is no competent proof that petitioner acquired the illness while in the employ of private respondents. Neither is there any showing that the same was work-related nor aggravated by the nature of his job. On the other hand, the evidence shows that petitioner finished his 6-month contract with private respondents without any medical incident. He disembarked based on a finished contract and was not medically repatriated. Hence, the complaint for permanent disability benefits was dismissed for lack of merit. The decretal portion of the Decision reads:

WHEREFORE, premises considered [the] instant complaint is hereby dismissed for lack of merit for the foregoing reasons.

SO ORDERED.[18]

Aggrieved, petitioner filed an appeal to the NLRC.[19] In the assailed Decision[20] dated April 30, 2014, the NLRC affirmed the findings of the Labor Arbiter. It was ratiocinated that petitioner failed to prove that his illness was work-related or that he acquired the same during the effectivity of his contract of employment. While he claims that his health deteriorated and he reported his condition to the captain of the ship, petitioner failed to present any substantial evidence to prove the same. Petitioner was repatriated due to the completion of his contract and not due to any ailment. The Master's report or the vessel's log containing any entry on the alleged medical complaints of petitioner was not presented in evidence. When petitioner reported to the office of private respondent agency after disembarkation, he did not even complain of any illness or requested for a medical examination. He simply declared in the Debriefing Form that his signing-off was due to completion of contract and not medical repatriation. Furthermore, petitioner failed to comply with the mandatory 3-day medical examination requirement provided in Section 20 (B), paragraph (3) of the 2000 Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels. Non-compliance with the said mandatory requirement was fatal to petitioner's claim for disability benefits. The pertinent portions of the Decision read:

The appeal is bereft of merit.

x x x

It is clear from the aforequoted provisions that for an injury or illness to be duly compensated under the terms of the POEA-SEC, there must be a showing that the injury or illness and the ensuing disability occurred during the effectivity of the employment contract. Section 32-A of the POEA-SEC also states that the following conditions must be present:

x x x

The foregoing requisites were not duly established in this case. Complainant failed to prove that his ailment was work-related and was acquired during his 6-month sea deployment. Complainant claims that his health deteriorated and he has lost appetite and at the same time experienced difficulty in sleeping while performing his duties on board. He also maintains that he reported his condition to the captain who rejected his request for medical attention. He, however, never substantiated such claims.

Indeed, a party alleging a critical fact must support his allegations with substantial evidence for any decision based on unsubstantiated allegations cannot stand without offending due process. In the present case, complainant's allegations relative to his deteriorating health and his having reported his illness or concern to his captain while on board the vessel are not substantiated by evidence and thus are deemed purely self-serving.

Furthermore, records show that complainant was incontrovertibly repatriated due to the completion of his contract and not due to any ailment. As earlier stated, there is no showing that complainant contracted his illness during the effectivity of his contract. The Master's report or the vessel's log containing any entry on the medical complaints of complainant was not submitted in evidence.

Likewise, it is undisputed that when complainant reported to respondent Brilliant Seas' office on March 21, 2012 for the Crew Debriefing, he did not complain of any illness or request for medical examination, and in fact, declared in the Crew Debrief Form that his signing-off is due to "completion of contract" and not "medical repatriation".

More importantly, complainant failed to comply with the mandatory 3-day medical examination requirement provided in Section 20 (B), paragraph (3) of the 2000 Amended Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels. Based on the said provision of the POEA-SEC, it is incumbent upon the seafarer to submit himself to post-employment medical examination within three working days upon his return. The Supreme Court has consistently denied the payment of

disability benefits to seamen who failed to comply with the mandatory reporting and examination requirement.

x x x

From the above-cited jurisprudence, it is clear that non-compliance with the mandatory requirement of the law is fatal to the claim for disability benefit of a seaman. The rationale behind the rule can easily be divined. Within three (3) days from repatriation, it would be fairly easier for a physician to determine if the illness was work-related or not. After that period, there would be difficulty in ascertaining the real cause of the illness.

x x x

WHEREFORE, complainant's appeal is hereby DENIED for lack of merit and the Labor Arbiter's Decision is AFFIRMED.[21]

A Motion for Reconsideration[22] was filed by petitioner but the same was denied in a Resolution[23] dated June 20, 2014.

Hence, the instant petition for certiorari in which petitioner raised the following grounds[24] for its allowance, to wit:

I.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION IN DISMISSING THE CLAIM OF PETITIONER FOR DISABILITY BENEFITS.

II.

WHETHER OR NOT PUBLIC RESPONDENT NLRC COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK AND/OR EXCESS OF JURISDICTION IN DISMISSING THE CLAIM FOR DAMAGES AND ATTORNEY'S FEES EVEN IF PRIVATE RESPONDENTS COMMITTED BAD FAITH IN THE PERFORMANCE OF THEIR OBLIGATION.

THE ISSUE

The pivotal issue to be resolved is whether or not the NLRC acted with grave abuse of discretion amounting to lack or excess of jurisdiction in ruling that petitioner is not entitled to permanent total disability benefits.

THE RULING

The petition is bereft of merit.

Petitioner contends that the NLRC gravely abused its discretion amounting to lack or excess of jurisdiction in not finding that he is entitled to permanent total disability benefits. Petitioner's job as Chief Cook exposed him to the risks of acquiring his illnesses. His heart problem and hypertension occurred during the term of his employment with private respondents. Such hypertension is specifically listed under Section 32-A of the 2000 POEA Contract. Petitioner presented medical certificates to prove that indeed he is suffering from the said ailments. His doctors even certified that he is unfit to work as a seaman and was advised to undergo regular medication and check-up. Since petitioner's capacity to earn was already impaired, he should be awarded permanent disability benefits.

These fail to persuade.

Jurisprudence is replete that factual findings made by quasi-judicial and administrative bodies are entitled to great weight and respect, and even clothed with finality and deemed conclusive upon the parties and binding on the Court, as long as they are supported by substantial evidence.[25] The reason for this is that a quasi-judicial agency like the NLRC has acquired a unique expertise because its jurisdiction is confined to specific matters.[26]

In the case at bench, We agree with the findings of the NLRC that petitioner is indeed not entitled to permanent total disability benefits. It is well-settled that entitlement to disability benefits by seamen on overseas work is a

matter governed, not only by medical findings, but by law and contract. The material statutory provisions are Articles 191 to 193, Chapter VI (Disability Benefits) of the Labor Code, in relation with Rule X of the Rules and Regulations Implementing Book IV of the Labor Code. By contract, Department Order No. 4, series of 2000 of the Department of Labor and Employment (the POEA Standard Employment Contract) and the parties' CBA bind the seaman and his employer to each other.[27] A seafarer may claim disability benefits under Section 20 (B) of the POEA Standard Contract of Employment for Seafarers only if he suffers a work-related injury or illness during the term of his contract.[28] In *Panganiban vs. Tara Trading Shipmanagement, Inc.*[29], the Supreme Court defined a work-related illness as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of the POEA contract provided that the conditions set therein are satisfied."

Corollarily, in *C.F. Sharp Crew Management, Inc., et al. vs. Taok*[30], the Supreme Court ruled that it is essential that the following requirements are met in order for a seafarer to be entitled to disability benefits, to wit:

- the seafarer suffers an illness or injury during his employment;
- that the illness or injury is proven to be work- related;
- that the seafarer is declared disabled because of the illness or injury;
- that the disability of the seafarer is assessed by the company doctor.

After a careful scrutiny of the records, We find that petitioner failed to establish the foregoing requisites. Petitioner's illness occurred after the term of his contract of employment. Prior to his employment with private respondents, petitioner underwent the PEME which showed that he was was not suffering from any illness. He even declared that he has no history of high blood pressure and heart disease. While petitioner claims that his health deteriorated while on board the ship "BBC EMS" and experienced dizziness, We cannot give credence to the same. The sworn statement or affidavit of the Chief Engineer who allegedly took his blood pressure was not even presented. Neither is there any evidence to show any reported illness on board the vessel which could have been recorded in the marine logbook. On the other hand, private respondents presented substantial evidence which indubitably established that petitioner was repatriated due to a finished contract and not due to medical reasons. This was corroborated by the Debriefing Sheet where petitioner himself declared that the reason for his disembarkation was for vacation due to finished contract. Petitioner also failed to report therein that he had experienced any injury or illness while on board the vessel. Pursuant to Section 18 (A) of the POEA Standard Employment Contract, the obligations of private respondents as employers had already ended since petitioner's contract of employment was already terminated.

Even assuming that petitioner had hypertension while he was in the employ of private respondents, his claim must still be denied. The records show that petitioner's hypertension was only revealed after his disembarkation on March 19, 2012. Neither is there any showing that the requirements for compensability of hypertension were complied with. Hypertension is considered compensable when it is shown that: (a) it causes impairment of function of body organs like kidneys, heart, eyes, and brain, resulting in permanent disability; and (b) there are documents that substantiate said finding, such as chest x-ray report, ECG report, blood chemistry report, funduscopy report, and C-T scan. In *Ayungo vs. Beamko Shipmanagement Corp.*[31], the Supreme Court denied the seafarer's claim for disability benefits on the ground of hypertension since the same was discovered after his repatriation and the conditions for the compensability therefor were not complied with.

It may also be well to state that petitioner failed to report to the company-designated physician for post-employment medical examination. In the recent case of *INC Shipmanagement, Inc. vs. Moradas*[32], citing *Vergara vs. Hammonia Maritime Services, Inc.*[33], the Supreme Court ruled that the seafarer, upon sign-off from his vessel, must report to the company-designated physician within three (3) days from arrival for diagnosis and

treatment. Section 20 (B) (3) of the POEA Standard Employment Contract requires a claimant to submit himself to a company-designated physician three (3) days after his arrival in the Philippines for medical examination and failure to do so bars the filing of a claim for disability benefits. In the case of *Bandila Maritime Services, Inc. vs. Dubduban*[34], the Supreme Court denied the claim for disability benefits of a seafarer due to his failure to submit himself within three (3) days upon his arrival, to a post-employment medical examination without any lawful excuse.

The records show that petitioner sought the medical advice of four (4) independent doctors after his disembarkation. He presented the Medical Certificate[35] dated March 22, 2012 issued by Dr. Noriel C. Emelo who diagnosed petitioner with coronary artery disease. This notwithstanding, petitioner did not report his illness to private respondent agency. Instead, sometime in April 2012, petitioner went to the office of the agency for possible redeployment. However, his PEME revealed that he was still suffering from a heart disease which resulted to the denial of his application for re-employment. In a Medical Certificate[36] dated July 26, 2012 issued by Dr. Mefrido Abueg, petitioner was declared fit to work. However, the same was countered by another Medical Certificate[37] dated August 16, 2012 issued by Dr. Mary Jennifer Mendoza which showed that petitioner was still suffering from a coronary artery disease. In another Medical Certificate[38] dated April 24, 2013 issued by Dr. Rommel F. Galvez, petitioner was declared unfit to work as a seaman. The said medical findings which appear to be contradictory cannot thus be given due credence. Furthermore, it is the company-designated physician who should determine the disability grading or fitness to work of seafarers.[39] Here, there was no such finding by private respondents' designated physician.

Moreso, while the seafarer has the right to a second opinion from a physician of his own choice, Section 20-B, paragraph 3 of the POEA Standard Employment Contract provides that the third doctor must be agreed jointly between the employer and the seafarer whose decision shall be final and binding on both parties.[40] The final determination of whose decision must prevail must be done in accordance with the agreed procedure. Here, petitioner utterly failed to follow the procedure outlined under Section 20-B, paragraph 3 of the POEA Standard Employment Contract.

Much as We commiserate with petitioner, Our sympathy cannot justify an award not authorized by law. While our laws, more often than not, are inclined towards the workers and have upheld their cause in their conflicts with the employers, such inclination has not blinded the rule that justice is in every case for the deserving, to be dispensed in the light of the established facts and applicable law and doctrine.[41]

WHEREFORE, premises considered, the instant petition for certiorari is hereby DISMISSED.

SO ORDERED.

Dimagiba, L. R., and [*]Sempio Diy, M. E., JJ., concur.

[*] Acting Junior Member per Office Order No. 15-15-ABR dated January 20, 2015.

[1] Rollo, pp. 3-30.

[2] Rollo, pp. 155-166.

[3] Rollo, pp. 98-104.

[4] Rollo, pp. 194-195.

[5] Rollo, pp. 167-169.

- [6] Rollo, pp. 61-62.
- [7] Vide: Petitioner's Position Paper, Rollo, pp. 40-41.
- [8] Vide: Medical Examination Records, Rollo, p. 63.
- [9] Rollo, p. 82.
- [10] Vide: Petitioner's Position Paper, Rollo, pp. 44-45; Private Respondents' Position Paper, Rollo, p. 70.
- [11] Rollo, p. 38.
- [12] Rollo, pp. 39-60.
- [13] Vide: Medical Certificate dated March 22, 2012, Rollo, p. 65.
- [14] Vide: Medical Certificate dated August 16, 2012, Rollo, p. 66.
- [15] Rollo, p. 67.
- [16] Rollo, p. 85.
- [17] Supra at note 3.
- [18] Rollo, p. 104.
- [19] Rollo, pp. 106-130.
- [20] Supra at note 2.
- [21] Rollo, pp. 161-166.
- [22] Supra at note 5.
- [23] Supra at note 4.
- [24] Rollo, p. 18.
- [25] FLP Enterprises, Inc. vs. Dela Cruz, G.R. No. 198093, July 28, 2014; Tesoro, et al. vs. Metro Manila Retreaders, Inc., et al., G.R. No. 171482, March 12, 2014; Malayang Manggagawa ng Stayfast Phils., Inc. vs. NLRC, et al., G.R. No. 155306, August 28, 2013;
- [26] Emeritus Security & Maintenance Systems, Inc. vs. Dailig, G.R. No. 204761, April 2, 2014; Cosmos Bottling Corp. vs. Nagrama, Jr., G.R. No. 164403, March 4, 2008, citing German Marine Agencies, Inc. vs. NLRC, G.R. No. 142049, January 30, 2001.
- [27] INC Shipmanagement, Inc. vs. Moradas, G.R. No. 178564, January 15, 2014; Magsaysay Maritime Corp. vs. NLRC, G.R. No. 186180, March 22, 2010; Vergara vs. Hammonia Maritime Services, Inc., G.R. No. 172933, October 6, 2008.
- [28] Bandila Maritime Services, Inc. vs. Dubduban, G.R. No. 171984, September 29, 2009.
- [29] G.R. No. 187032, October 18, 2010.
- [30] G.R. No. 193679, July 18, 2012.
- [31] G.R. No. 203161, February 26, 2014.
- [32] G.R. No. 178564, January 15, 2014.

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

[34] G.R. No. 171984, September 29, 2009.

[35] Rollo, p. 65.

[36] Rollo, p. 85.

[37] Rollo, p. 66.

[38] Rollo, p. 67.

[39] Magsaysay Maritime Corp., et al. vs. Velasquez, et al., G.R. No. 179802, November 14, 2008.

[40] Vergara vs. Hammonia Maritime Services, Inc., G.R. No. 172933, October 6, 2008.

[41] Candido Alfaro vs. Court of Appeals et al., G.R. No. 140812, 28 August 2001.

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