

PEDRO C. PEREA, PETITIONER, VS. ELBURG SHIPMANAGEMENT PHILIPPINES, INC., AUGUSTEA ATLANTICA SRL/ITALY, AND CAPTAIN ANTONIO S. NOMBRADO, RESPONDENTS.

G.R. No. 206178. August 09, 2017

Ponente: LEONEN, J.

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LEONEN, J.:

The physician who has personal knowledge of a seafarer's actual medical condition after closely monitoring and regularly treating that seafarer is more credible than another physician who only saw such seafarer once.

This resolves the Petition for Review[1] filed by petitioner Pedro C. Perea (Perea), assailing the Resolutions dated October 16, 2012[2] and March 5, 2013[3] of the Court of Appeals in CA-G.R. SP No. 123515. The Court of Appeals affirmed the Decision of the National Labor Relations Commission, which in turn affirmed the Decision of the Labor Arbiter.

This Court restates the facts as found by the lower courts.

On October 28, 2009, Perea entered into a Contract of Employment[4] with Elburg Shipmanagement Philippines, Inc. (Elburg) under its principal Augustea Atlantica SRL/Italy. Perea was hired as a fitter for a period of nine (9) months with a basic monthly salary of US\$698.00. On October 31, 2009, Perea was deployed to work aboard MV Lemno.[5]

On May 15, 2010, Perea had difficulty breathing while repairing a pipe. The following day, he had chest pains with palpitations. He was seen by a doctor that same afternoon and was advised to take medication and to rest for three (3) consecutive days. However, he did not feel any better even after resting and taking medications; thus, he asked to be repatriated.[6]

A few days later, Perea was welding when the oxygen and acetylene torch he was holding exploded. He hit his left shoulder and twisted his fingers in trying to avoid the explosion. He took a pain reliever to ease the pain but three (3) days later, he found that two (2) of his fingers had grown numb.[7]

On May 27, 2010, Perea was sent to a medical facility in Tuzla, Turkey because of continued chest pains. He was pronounced to have soft tissue trauma and was told to rest, avoid exertion, and avoid using his right arm. The following day, he was transferred to SEMA Hospital where he was declared to be suffering from "[C]ubital [T]unnel Syndrome (mainly due to swelling and bleeding), soft, tissue injury of the right elbow." [8] The treatment proposed was to put his right arm in a sling and to rest for recovery for 10 days.[9] He was soon repatriated to the Philippines.[10]

On June 3, 2010, after conducting laboratory examinations and other medical procedures on Perea, company-designated physicians Dr. Karen Hao-Quan (Dr. Hao-Quan) and Dr. Robert D. Lim (Dr. Lim) gave an initial impression, "To Consider Cubital Tunnel Syndrome, Right; Hypertension; Rule Out Ischemic Heart Disease"[11] and recommended that a Dipyridamole Thallium Scan be conducted.[12]

On July 31, 2010, in a letter[13] to Elburg, Dr. Hao-Quan stated that the cause of hypertension was not work-related and opined that Perea's estimated length of treatment would be approximately three (3) to four (4) months.

On September 28, 2010, Perea filed a complaint[14] for underpayment of his sick leave pay, permanent disability benefits, compensatory, moral and exemplary damages, and attorney's fees.

On October 21, 2010, Perea consulted Dr. Antonio C. Pascual (Dr. Pascual), an internist, cardiologist, and echocardiographer,[15] who diagnosed him with "Uncontrolled Hypertension [and] Coronary Artery Disease." [16] Dr. Pascual found Perea to be medically unfit to work as a seafarer. Portions of Dr. Pascual's medical certificate read:

Remarks:

....

- Patient consulted at the clinic with complain[t]s of anterior, lateral and back pains associated with left arm pain.
- On examination, BP was 162/90 mm Hg and HR was 65 bpm. ECG tracing showed sinus rhythm and intraventricular conduction delay with right bundle branch block pattern. Coronary angiogram done on 29-Jul-10 showed a good sized, dominant right coronary artery with a 40-50% discrete stenosis at its mid vertical limb.
- Based on these findings, patient is **MEDICALLY UNFIT TO WORK** as a seaman,
- Patient was advised to continuously take his medications and have a regular medical check-up.[17]

On November 5, 2010, after a series of examinations, Dr. Hao-Quan and Dr. Lim certified that Perea was cleared of the injuries that caused his repatriation.[18]

The parties met for mediation proceedings and a possible compromise agreement but were unsuccessful. They were then directed to submit their respective position papers, together with their supporting evidence.[19]

On February 28, 2011, the Labor Arbiter dismissed Perea's complaint for lack of merit.[20]

The Labor Arbiter ruled that the Collective Bargaining Agreement could not apply to Perea's claim for disability benefits because its effectivity period was only from March 28, 2008 to December 31, 2009. The Collective Bargaining Agreement had already lapsed by the time Perea was repatriated to the Philippines by late May 2010.[21]

The Labor Arbiter held that the Standard Terms and Conditions Governing the Employment of Filipino Seafarers On-Board Ocean-Going Vessels of the Philippine Overseas Employment Agency (POEA Contract) and the Department of Labor and Employment Order No. 4, Series of 2000 were the governing provisions.[22]

The Labor Arbiter emphasized that Elburg followed the POEA Contract when it paid Perea's wages during the time he was indisposed while on board the vessel. He was also given medical treatment at a foreign port at Elburg's expense. The Labor Arbiter also underscored that after Perea's repatriation, he was subjected to a series of medical tests and procedures, including a computed tomography (CT) scan and a coronary angiogram, all at Elburg's expense.[23]

The Labor Arbiter ruled that while Section 32-A of the POEA Contract provided that hypertension may be compensable, this was applicable only if it caused "impairment of function[s] of body organs like kidneys, heart and brain, resulting in permanent disability." [24] The Labor Arbiter held that Perea's hypertension did not impair

the functions of his organs, as evidenced by Dr. Hao-Quan and Dr. Lim's medical reports.[25]

Between the findings of Dr. Hao-Quan and Dr. Lim and those of Dr. Pascual, the Labor Arbiter gave more weight to the findings of the company-designated physicians who concluded that Perea was not suffering from coronary disease based on the results of a coronary angiogram.[26]

Perea appealed[27] the Labor Arbiter Decision.

On October 14, 2011, the National Labor Relations Commission[28] dismissed Perea's appeal and affirmed the Labor Arbiter's Decision in toto.[29]

The National Labor Relations Commission ruled that Perea's failure to disclose his pre-existing condition of a "fractured/dislocated right elbow" on his pre-employment medical examination "would bar him from claiming compensation/disability benefits," even if the cause of his repatriation had no connection with his pre-existing condition.[30]

The National Labor Relations Commission likewise upheld Dr. Hao-Quan and Dr. Lim's assessment on Perea's physical fitness, finding it to be more credible than Dr. Pascual's:

As to the two assessments, We find the company[-]designated physician[s'] assessment clearing complainant from the cause of his medical repatriation more credible. Said clearance was based on medical/laboratory examinations made on complainant like dipyridamole thallium scan done on July 1, 2010, coronary showed angiogram done on July 29, 2010 which showed normal vessels. On the other hand, the findings of complainant's physician declaring complainant medically "unfit to work as seaman" due to "uncontrollable hypertension" and "coronary artery disease" was not supported by any medical/laboratory examination.[31]

On December 19, 2011, the National Labor Relations Commission[32] denied Perea's Motion for Reconsideration of its October 14, 2011 Decision.[33]

Perea filed a Petition for Review with the Court of Appeals but it was dismissed in the Court of Appeals Resolution[34] dated October 16, 2012.

The Court of Appeals stated that hypertension may be compensable under Section 32-A of the POEA Contract only if it caused the dysfunction of body organs, which must be substantiated with the following documents:

"(a) chest x-ray report, (b) ECG report, (c) blood chemistry report, (d) funduscopy report, and (e) [CT] scan." [35]

The Court of Appeals declared that while Dr. Pascual certified that Perea was suffering from uncontrolled hypertension, his certification was not supported by the required procedures and laboratory exams. Thus, his medical opinion, which was rendered after a single consultation, could not be considered over that of the company-designated physicians, who monitored Perea's progress and subjected him to extensive examination.[36]

The Court of Appeals agreed with Perea that the National Labor Relations Commission erred when it went beyond the issues elevated on appeal, specifically Perea's concealment of a pre-existing illness, an issue that was never raised by the parties. Nonetheless, the Court of Appeals ruled that such was merely an error in judgment and not grave abuse of discretion.[37]

The Court of Appeals further held that the finding on concealment was merely in addition to the National Labor Relations Commission's main ground for the dismissal of the appeal—the lack of substantial evidence to support Dr. Pascual's declaration of Perea's unfitness to work as a seaman.[38]

The Court of Appeals found that Elburg strictly and faithfully observed the terms and conditions of the POEA Contract by paying his wages and sickness allowance and providing medical treatment in a foreign port and upon

disembarking.[39] Finally, the Court of Appeals denied the prayer for moral damages and attorney's fees.[40]

On March 5, 2013, the Court of Appeals denied[41] Perea's Motion for Reconsideration of its October 16, 2012 Resolution.[42]

On March 27, 2013, Perea filed this Petition for Review[43] where he continues to assert his lack of fitness to work as a seafarer due to uncontrolled hypertension and coronary artery disease.[44] Petitioner claims that the Court of Appeals erred in according weight to the self-serving findings of the company-designated physicians and in disregarding the findings of the independent cardiologist.[45]

Petitioner likewise claims that the Court of Appeals erred when it affirmed the National Labor Relations Commission's dismissal of his complaint due to concealment of pre-existing injury, since it was never put into issue, not having been raised by any of the parties.[46] Finally, petitioner avers that he was only given US\$1,396.20 or two (2) months equivalent of his 130-day sickness allowance, leaving a balance of US\$1,628.90.[47]

On June 10, 2013, Capt. Antonio S. Nombrado (Capt. Nombrado), Elburg, and its principal Augustea Atlantica SRL/Italy (collectively, respondents) were directed to comment on the petition,[48] which they complied with on July 30, 2013.

In their Comment,[49] respondents, citing Vergara v. Hammonia Maritime Services, Inc., contend that entitlement to disability benefits is governed by law, contract, and medical findings.[50] Respondents maintain that petitioner was monitored by their company-designated physicians and was subjected to laboratory examinations and procedures such as coronary angiography, CT scan, magnetic resonance imaging (MRI), and Dipyridamole Thallium Scan. Dr. Hao-Quan and Dr. Lim's resulting diagnosis of Perea's fitness to work was supported by a barrage of tests; thus, Perea's claim that he was suffering from coronary artery disease was sufficiently debunked.[51]

On November 22, 2013, petitioner filed his Reply[52] to respondents' comment, in compliance with this Court's Resolution[53] dated September 11, 2013.

In his Reply, petitioner proclaims that the Labor Code provisions regarding the entitlement of a seafarer to disability benefits should be read hand-in-hand with the POEA Contract.[54]

Petitioner also contests the "fit to work" assessment of the company-designated physicians since it goes against the recommendation of "Optimal Medical Management" and "Aggressive Risk Factor Modification" issued in his coronary angiography result.[55]

Petitioner claims that he has been unable to earn wages as a seafarer for a period of more than 240 days, making him permanently unfit to work as a seafarer in whatever capacity.[56]

On March 5, 2014, this Court gave due course to the petition and directed[57] the parties to submit their respective memoranda.

On April 28, 2014, respondents filed their memorandum.[58] Petitioner did not file his memorandum.

In their Memorandum, respondents continue to argue that upon his repatriation, petitioner was diagnosed with simple high blood pressure, which did not impair the functions of his internal organs. Respondents emphasize that petitioner did not suffer a heart attack or stroke and that all of the tests and procedures performed showed that aside from his high blood pressure, which was timely addressed with medication, petitioner was not suffering from any disability or illness.[59] Respondents also point out that Dr. Pascual's finding that petitioner was medically unfit to work as a seafarer was arrived at after a single consultation and without conducting any tests on

petitioner to ascertain his condition and support the conclusion of medical unfitness.[60]

This Court resolves the following issues:

First, whether the issue of the concealed pre-existing condition was rightly ruled upon by the National Labor Relations Commission when it was not raised by any of the parties;

Second, whether petitioner is entitled to disability benefits;

Third, whether petitioner is entitled to the balance of his disability allowance; and

Finally, whether petitioner is entitled to his claims of damages and attorney's fees.

I

Rule VI, Section 4(d) of the 2005 Revised Rules of Procedure of the National Labor Relations Commission, categorically states that in deciding an appeal, the National Labor Relations Commission shall limit itself to the specific issues elevated on appeal:

Section 4. Requisites for Perfection of Appeal. –

d) Subject to the provisions of Article 218 of the Labor Code, once the appeal is perfected in accordance with these Rules, the Commission shall limit itself to reviewing and deciding only the specific issues that were elevated on appeal. (Emphasis supplied)

Petitioner was correct to assail the National Labor Relations Commission's ruling on the concealment of a pre-existing fracture or dislocated elbow because it appears that it was never raised by the parties before the Labor Arbiter or even the National Labor Relations Commission. In fact, aside from petitioner questioning this ruling, the alleged concealment of a pre-existing injury was also not raised as an issue before this Court. The National Labor Relations Commission clearly erred in considering a matter that was never raised for resolution on appeal.

However, contrary to petitioner's assertions, the dismissal of his claim was not brought about by his concealment of a pre-existing condition. Rather, his complaint was rightly dismissed by the Court of Appeals because of his failure to substantially corroborate his claim that he was unfit to work as a seafarer, thus:

We deem the [National Labor Relations Commission]'s finding of concealment to be merely an adjunct, if not a superfluity, to its main ground for the dismissal of the appeal, i.e., the lack of any medical/laboratory examination to support Dr. Pascual's declaration that petitioner is "unfit to work as a seaman" due to "uncontrollable hypertension" and "coronary artery disease". Thus, even if the [National Labor Relations Commission] had not made any reference to the pre-existing fracture[,] the outcome of its decision would have remained the same: petitioner's appeal would still have been dismissed.[61]

Madridejos v. NYK-Fil Ship Management, Inc.[62] discussed that generally, this Court limits itself to questions of law in a Rule 45 petition:

As a rule, we only examine questions of law in a Rule 45 petition. Thus, "we do not re-examine conflicting evidence, re-evaluate the credibility of witnesses, or substitute the findings of fact of the [National Labor Relations Commission], an administrative body that has expertise in its specialized field." Similarly, we do not replace our "own judgment for that of the tribunal in determining where the weight of evidence lies or what evidence is credible." The factual findings of the National Labor Relations Commission, when confirmed by the Court of Appeals, are usually "conclusive on this Court." [63]

This Court sees no reason to depart from this rule.

For an illness or injury to be compensable under the POEA Contract, it must have been work-related and acquired during the term of the seafarer's contract.[64] Work-related illness is defined as "any sickness resulting to disability or death as a result of an occupational disease listed under Section 32-A of this Contract with the conditions set therein satisfied." [65] The relevant portions of Section 32-A are as follows:

Section 32-A. Occupational Diseases. —

For an occupational disease and the resulting disability or death to be compensable, all of the following conditions must be satisfied:

- (1) The seafarer's work must involve the risks described herein;
- (2) The disease was contracted as a result of the seafarer's exposure to the described risks;
- (3) The disease was contracted within a period of exposure and under such other factors necessary to contract it;
- (4) There was no notorious negligence on the part of the seafarer.

The following diseases are considered as occupational when contracted under working conditions involving the risks described herein:

....

11. Cardio-Vascular Diseases. Any of the following conditions must be met:

- a. If the heart disease was known to have been present during employment, there must be proof that an acute exacerbation was clearly precipitated by the unusual strain by reasons of the nature of his work.
- b. The strain of work that brings about an acute attack must be sufficient severity and must be followed within 24 hours by the clinical signs of a cardiac insult to constitute causal relationship.
- c. If a person who was apparently asymptomatic before being subjected to strain at work showed signs and symptoms of cardiac injury during the performance of his work and such symptoms and signs persisted, it is reasonable to claim a causal relationship.

....

20. Essential Hypertension

Hypertension classified as primary or essential is considered compensable if it causes impairment of function[s] of body organs like kidneys, heart, eyes and brain, resulting in permanent disability; Provided, that, the following documents substantiate it: (a) chest x-ray report, (b) ECG report, (c) blood chemistry report, (d) funduscopy report, and (f) C-T scan. [66]

It is not disputed that petitioner was treated for injuries and hypertension during the term of his contract. Soon after his repatriation, petitioner was seen by the company-designated physicians, who gave the initial impression, "To Consider Cubital Tunnel Syndrome, Right; Hypertension; Rule Out Ischemic Heart Disease." [67]

Dr. Hao-Quan and Dr. Lim monitored petitioner and subjected him to laboratory exams, chest CT scan, MRI, Dipyridamole Thallium Scan, and a coronary angiography. The results of the coronary angiography conducted on July 29, 2010 were as follows:

Coronary Arteriography:

LCA:

LM appears normal and it bifurcates into the LAD and LCx arteries.

LAD is a good-sized, Type III vessel which appears normal throughout its course. The diagonal branches are free of disease.

LCx is a good-sized, non-dominant vessel which appears normal. The OM branches are likewise free of disease.

RCA

is a good-sized dominant vessel with a 40-50% discrete stenosis at its mid vertical limb. The rest of the vessel appears normal.

CONCLUSION:

Insignificant Coronary Artery Disease

RECOMMENDATION:

Optimal Medical Management

Aggressive Risk Factor Modification[68]

On November 5, 2010, after extensively monitoring Perea and correlating the results of the medical tests, Dr. Hao-Quan and Dr. Lim declared that he was cleared of the cause of his repatriation:

This is a follow-up report on Fitter Pedro C. Perea who was initially seen here at Metropolitan Medical Center on June 3, 2010 and was diagnosed to have Hypertension.

He is under the care of a Cardiologist.

Patient still claims to have palpitation and pain on the left side of the chest and right forearm.

His blood pressure is fairly controlled at 130/70 mmHg.

Coronary Angiogram done on July 29, 2010 showed normal vessels.

The specialist opines that patient is now cleared with regards to the cause of his repatriation.

He was advised to continue his maintenance medications (Aprovel, Norvasc, Neurobion, Xanor).

For your perusal.[69]

This Court sees no reason to distrust Dr. Hao-Quan and Dr. Lim's assessment of Perea's condition considering that they were able to monitor Perea's condition over a prolonged period. As the Court of Appeals discussed:

As between the findings made by the company-designated physicians who conducted an extensive examination on the petitioner and Dr. Pascual who saw petitioner on only one (1) occasion and did not even order that medical tests be done to support his declaration that petitioner is unfit to work as [a] seaman, the company-designated physicians' findings that petitioner has been cleared for work should prevail.[70]

This finds support in *Philman Marine v. Cabanban*,[71] which also gave more credence to the findings of the company-designated physician over those of the private physician:

In several cases, we held that the doctor who have had a personal knowledge of the actual medical condition, having closely, meticulously and regularly monitored and actually treated the seafarer's illness, is more qualified to assess the seafarer's disability. In *Coastal Safeway Marine Services, Inc. v. Esguerra*, the Court significantly brushed aside the probative weight of the medical certifications of the private physicians, which were based merely on vague diagnosis and general impressions. Similarly in *Ruben D. Andrada v. Agemar Manning Agency, Inc., et al.*, the Court accorded greater weight to the assessments of the company-designated

physician and the consulting medical specialist which resulted from an extensive examination, monitoring and treatment of the seafarer's condition, in contrast with the recommendation of the private physician which was "based only on a single medical report . . . [outlining] the alleged findings and medical history . . . obtained after . . . [one examination]." [72] (Citations omitted)

III

Petitioner's claim for sickness allowance [73] under the Collective Bargaining Agreement is likewise denied.

The Collective Bargaining Agreement [74] between Associated Marine Officers' and Seamen's Union of the Philippines and Augustea Shipmanagement SRL [75] was only from March 28, 2008 to December 31, 2008 but was extended to December 31, 2009. [76] Thus, when petitioner first experienced chest pains on May 16, 2010, [77] the Collective Bargaining Agreement was no longer in effect.

IV

Petitioner prays for the award of moral, exemplary, and compensatory damages, allegedly due to respondents' gross negligence with respect to the proper medical attention he needed while on board the vessel. [78]

Petitioner fails to persuade.

The POEA Contract, which is deemed read and incorporated into petitioner's employment contract, [79] governs his claims for disability benefits. These guidelines were amended in recent years, [80] but the 2000 version of the POEA Contract applies since petitioner was hired in 2009. [81]

Section 20(B) of the 2000 POEA Contract provides the obligations of a seafarer's employer if he suffers any work-related injury during the term of his contract:

SECTION 20. COMPENSATION AND BENEFITS. —

....

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:

- The employer shall continue to pay the seafarer his wages during the time he is on board the vessel;
- If the injury or illness requires medical and/or dental treatment in a foreign port, the employer shall be liable for the full cost of such medical, serious dental, surgical and hospital treatment as well as board and lodging until the seafarer is declared fit to work or to be repatriated.

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.

- 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.

- Those illnesses not listed in Section 32 of this Contract are disputably presumed as work[-]related.
- Upon sign-off of the seafarer from the vessel for medical treatment, the employer shall bear the full cost of repatriation in the event the seafarer is declared (1) fit for repatriation or (2) lit to work but the employer is unable to find employment for the seafarer on board his former vessel or another vessel of the employer despite earnest efforts.
- 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.

The facts show that respondents were not remiss in their obligation to provide Perea with adequate medical attention on board the vessel or in a foreign port.

Petitioner even admits, in his narration of facts, that on May 16, 2010, when he experienced chest pains, he was taken by a ship agent to see a doctor, who then prescribed three (3) types of medicine and advised that he take a three (3)-day rest.[82]

When the pain still persisted, petitioner wrote a Request for Medical Attention, which was granted by Capt. Nombrado. Upon reaching a port in Tuzla, Turkey, he was sent to a medical facility and later on transferred to SEMA Hospital.[83]

He was repatriated to the Philippines on June 1, 2010, reported to Elburg the following day, and was referred to the company-designated physicians. On June 3, 2010, he went to the company-designated physicians for his first check-up.[84]

Petitioner likewise underwent physical therapy at Calamba Doctors' Hospital, as suggested by the company-designated physicians.[85]

In his petition, Perea exhaustively enumerated the progress and medical reports issued by the company-designated physicians, belying his own allegations of respondents' negligence or delay in providing him with the necessary medical care both onboard the vessel and upon his repatriation.

Considering respondents' compliance with the POEA Contract, including the payment of his wages and sickness allowance, this Court sees no reason to grant petitioner's prayer for damages and attorney's fees.

WHEREFORE, this Court resolves to DENY the Petition. The assailed Court of Appeals Resolutions dated October 16, 2012 and March 5, 2013 in CA-G.R. SP No. 123515 are hereby AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Peralta, Mendoza, and Martires, JJ., concur.

[1] Rollo, pp. 3-51.

[2] Id. at 525-539. The Resolution was penned by Associate Justice Rodil V. Zalameda and concurred in by Presiding Justice Andres B. Reyes, Jr. and Associate Justice Ramon M. Bato, Jr. of the First Division, Court of

Appeals Manila.

[3] Id. at 570-571. The Resolution was penned by Associate Justice Rodil V. Zalameda and concurred in by Presiding Justice Andres B. Reyes, Jr. and Associate Justice Ramon M. Bato, Jr. of the First Division, Court of Appeals Manila.

[4] Id. at 103.

[5] Id. at 526.

[6] Id. at 527.

[7] Id.

[8] Id. at 185, SEMA Hospital Epicrisis Report.

[9] Id.

[10] Id. at 527.

[11] Id. at 379.

[12] Id. at 377-379.

[13] Id. at 585.

[14] Id. at 99-101.

[15] Id. at 199.

[16] Id. at 198.

[17] Id.

[18] Id. at 223.

[19] Id. at 252-253.

[20] Id. at 252-265. The Decision, docketed as NLRC NCR Case No. 09-13856-10, was penned by Labor Arbiter Fedriel S. Panganiban.

[21] Id, at 260.

[22] Id. at 261.

[23] Id. at 261-263.

[24] Id. at 263.

[25] Id.

[26] Id. at 264.

[27] Id. at 266-297.

[28] Id. at 471-481. The Decision, docketed as NLRC Case No. NCR (M) 09-13856-10 [NLRC LAC No. (OFW-M) 06-000508-11], was penned by Commissioner Dolores M. Peralta-Beley and concurred in by Presiding Commissioner Leonardo L. Leonida and Commissioner Mercedes R. Posada-Lacap of the Fifth Division, National Labor Relations Commission, Quezon City.

[29] Id. at 480.

[30] Id. at 478-479.

[31] Id. at 479-480.

[32] Id. at 522-523.

[33] Id. at 482-497.

[34] Id. at 525-539. The Decision, docketed as CA-G.R. SP No. 123515, was penned by Associate Justice Rodil V. Zalameda and concurred in by Presiding Justice Andres B. Reyes, Jr. and Associate Justice Ramon M. Bato, Jr. of the First Division, Court of Appeals, Manila.

[35] Id. at 531.

[36] Id. at 531-532 and 537.

[37] Id. at 532-533.

[38] Id. at 533.

[39] Id. at 534-537.

[40] Id. at 538.

[41] Id. at 570-571.

[42] Id. at 540-559.

[43] Id. at 3-51.

[44] Id. at 26-32.

[45] Id. at 26.

[46] Id. at 21-22.

[47] Id. at 19.

[48] Id. at 572.

[49] Id. at 573-582.

[50] Id. at 574.

[51] Id. at 575-577.

[52] Id. at 588-604.

[53] Id. at 587.

[54] Id. at 589-591.

[55] Id. at 593-594.

[56] Id. at 594.

[57] Id. at 607-608.

[58] Id. at 609-622.

[59] Id. at 614-616.

[60] Id. at 616-619.

[61] Id. at 533.

[62] GR. No. 204262, June 7, 2017 <
<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/june2017/204262.pdf> > [Per J. Leonen,
Second Division].

[63] Id. at 13-14 citing *Career Philippines Shipmanagement, Inc. v. Serna*, 700 Phil. 1, 9-10 (2012) [Per J. Brion,
Second Division].

[64] POEA Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean
Going Vessels (2000), sec 20(B).

[65] POEA Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean
Going Vessels (2000), Definition of Terms, par (12). This definition was amended by POEA Memorandum
Circular No. 10 (2010).

[66] POEA Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean
Going Vessels (2000), sec. 32-A (11) and (20).

[67] Rollo, pp. 527-528.

[68] Id. at 196.

[69] Id. at 223.

[70] Id. at 537.

[71] 715 Phil. 454 (2013) [Per J. Brion, Second Division].

[72] Id. at 476-477.

[73] Rollo, p. 601.

[74] Id. at 144-177.

[75] Pertaining to *Augustea Atlantica SRL/Italy*.

[76] Rollo, p. 534.

[77] Id. at 182.

[78] Id. at 601.

[79] See *Vergara v. Hammonia Maritime*, 588 Phil. 895, 908-909 (2008) [Per J. Brion, Second Division].

[80] 2016 REVISED POEA RULES AND REGULATIONS GOVERNING THE RECRUITMENT AND
EMPLOYMENT OF SEAFARERS AND 2010 STANDARD TERMS AND CONDITIONS GOVERNING THE
OVERSEAS EMPLOYMENT OF FILIPINO SEAFARERS ON-BOARD OCEAN-GOING SHIPS.

[81] Rollo, p. 103.

[82] Rollo, p. 10.

[83] Id. at 10-11.

[84] Id. at 12-13.

[85] Id. at 13-14.

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