

ARNEL T. GERE, PETITIONER, VS. ANGLO-EASTERN CREW MANAGEMENT PHILS., INC. AND/OR ANGLO-EASTERN CREW MANAGEMENT (ASIA), LTD., RESPONDENTS.

G.R. No. 226656. April 23, 2018

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REYES, JR., J:

To require the seafarer to seek the decision of a neutral third-party physician without primarily being informed of the assessment of the company-designated physician is a clear violation of the tenets of due process, and shall not be countenanced by the Court.

The Case

Consolidated in this case are the Petitions for Review on Certiorari under Rule 45 of the Rules of Court filed (1) by Arnel T. Gere (petitioner) against Anglo-Eastern Crew Management Phils., Inc. and Anglo-Eastern Crew Management (Asia), Ltd. (hereinafter collectively referred to as the "respondents") in G.R. No. 226656, and (2) by respondents against the petitioner in G.R. No. 226713.

The petitions challenge before the Court the Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 142422, promulgated on April 21, 2016, which affirmed with modification the Decision[2] and Resolution[3] of the Panel of Voluntary Arbitrators in AC-971-RCMB-NCR-MVA-123-11-11-2014 dated May 29, 2015 and August 25, 2015, respectively. The latter decision and resolution granted total and permanent disability benefits in favor of the petitioner.

Likewise challenged is the subsequent Resolution of the CA[4] promulgated on August 26, 2016, which upheld the earlier CA decision.

The Antecedent Facts

The petitioner is a Filipino seafarer who signed a Contract of Employment[5] with respondent Anglo-Eastern Crew Management (Asia), Ltd., through its manning agent in the Philippines, respondent Anglo-Eastern Crew Management Phils., Inc. The petitioner was accepted as an able seaman aboard the vessel "MV JENNY N" for a duration of nine (9) months, receiving a basic monthly salary of US\$582.00 on a 44-hour work week, with overtime pay of US\$324.00 and vacation leave pay of US\$213.00. Also included in the terms of the petitioner's employment is the Collective Bargaining Agreement (CBA)[6] between (1) the Associated Marine Officers' and Seamen's Union of the Philippines (AMOSUP), of which the petitioner is a member, and (2) the respondents herein.[7]

On January 4, 2014, the petitioner suffered an accident while performing his duties on board the vessel. According to the findings of the CA the petitioner was placing a rat guard on the headline of the vessel when he accidentally stepped on a bulwark support causing him to lose his balance and to eventually land awkwardly and heavily on his right arm.[8] The petitioner was immediately referred to a medical facility in Trinidad and Tobago, where he was subjected to x-ray and the placement of a cast over the affected arm.[9]

Due to this, on January 10, 2014, the petitioner was repatriated to the Philippines for medical reasons. He was confined at the Marine Medical Services-the respondents' accredited medical services provider, consequently referred to Dr. Ferdinand R. Bernal, an orthopedic surgeon at the Cardinal Santos Medical Center, and underwent different medical examinations, which thereafter disclosed the impression: "Closed Complete Fracture, Right Radius, Undisplaced." [10]

From that moment until August 27, 2014, the petitioner underwent different medical examinations, procedures, and treatments on the injured arm and, subsequently, on his hips. [11]

The point of divergence in the statement of facts between the parties arose from the issuance-or non-issuance-of the disability grading of the petitioner's injury.

According to the respondents, the company-designated physician issued on April 28, 2014 an interim disability grading of "Grade 10 - loss of grasping power" [12] and on August 12, 2014, a final disability grading of "Grade 10 - ankylosed wrist in normal position." [13] The respondents asserted in their petition that they informed the petitioner of these findings. They said:

Several discussions were had with the Respondent (herein referred to as the petitioner) about his state of health. Petitioners (herein referred to as the respondents) informed the Respondent (petitioner) of the disability assessment of the company-designated doctors. The commensurate amount of disability benefits was accordingly offered to him, as shown in the exchange of communication between Pandiman Philippines, Inc., the Petitioners' (Respondents') Protection and Indemnity Correspondent, and Private Respondent's (Petitioner's) counsel, Atty. Romulo P. Valmores. [14]

In contrast, however, the petitioner remained firm in asserting that the respondents have not informed him of these medical assessments. [15] According to him, more than 240 days of treatment have already lapsed without the disability grading from the company-designated physician, and so, on September 11, 2014, he consulted his personal physician, Dr. Manuel Fidel M. Magtira (Dr. Magtira) of the Armed Forces of the Philippines Medical Center. Dr. Magtira later on opined that the petitioner suffers from "partial permanent disability with Grade 8 impediment based on the POEA contract." [16] Dr. Magtira further concluded that the petitioner is "now permanently UNFIT in any capacity for further sea duties." [17]

On the basis of the foregoing, the petitioner asked the respondents to pay him disability benefits based on the CBA between AMOSUP and the respondents. The latter denied the claim.

Hence, on the strength of the provisions under the CBA, [18] the petitioner filed a Notice to Arbitrate before the Office of the Panel of Voluntary Arbitrators of the National Conciliation and Mediation Board (NCMB). After the failure of the parties to arrive at an amicable settlement, the panel rendered its Decision on May 29, 2015 in favor of the petitioner. The dispositive portion of the NCMB Decision reads:

WHEREFORE, ALL THE ABOVE CONSIDERED, a Decision is hereby promulgated directing the respondents, jointly and severally, to pay complainant the following amounts:

- 1.) US\$95,949.00 as full disability benefits under the CBA;
- 2.) US\$2,328.00 representing his illness allowance; and
- 3.) 10% of the total monetary award for attorney's fees.

All other claims are dismissed.

SO ORDERED. [19]

Aggrieved the respondents appealed the NCMB decision before the CA, which later on modified the same. The fallo of the appellate court's decision reads:

WHEREFORE, premises considered, the Petition is PARTLY GRANTED. The Decision dated 29 May 2014 and Resolution dated 25 August 2015 of the Panel of Voluntary Arbitrators in AC-971-RCMB-NCR-MVA-123-11-11-2014 are hereby AFFIRMED with MODIFICATIONS, such that

- The total and permanent disability benefit awarded in the amount of US\$95,949.00 is hereby REDUCED to US\$60,000.00 pursuant to the 2010 POEA-SEC; and
- The award of sickness allowance in the amount of US\$2,328.00 is hereby DELETED for lack of merit.

SO ORDERED.[20]

Both parties were unsatisfied with the appellate court's decision. Hence, the instant petitions.

The Issues

The petitioner anchors his plea of the partial reversion of the CA decision on the following ground:

WITHOUT A DEFINITE AND FINAL ASSESSMENT OF THE PETITIONER'S FITNESS TO WORK OR PERMANENT DISABILITY; THE LAW STEPS IN TO CONSIDER THE DISABILITY TO BE PERMANENT AND TOTAL WHICH ENTITLES HIM TO FULL, DISABILITY BENEFITS UNDER THE CBA.[21]

On the other hand, the respondents put forth the following grounds:

- THIS CLAIM SHOULD HAVE BEEN DISMISSED OUTRIGHT IN VIEW OF THE PRIVATE RESPONDENT'S BLATANT DISREGARD OF THE CONFLICT-RESOLUTION PROCEDURE ON REFERRAL TO A THIRD DOCTOR, AS EXPRESSLY MANDATED BY THE POEA-STANDARD EMPLOYMENT CONTRACT AND THE PARTIES' COLLECTIVE BARGAINING AGREEMENT.
- THE DISABILITY ASSESSMENT OF THE COMPANY--DESIGNATED PHYSICIANS MUST BE ACCORDED AUTHORITATIVE VALUE, BEING BASED ON EXTENSIVE MEDICAL EXAMINATIONS, DIAGNOSIS, AND TREATMENT, AS OPPOSED TO THAT OF THE PRIVATE RESPONDENT'S PERSONAL DOCTOR.
- CONTRARY TO THE RULING OF THE COURT OF APPEALS, THE PRESENT STATE OF LAW AND JURISPRUDENCE MANDATES THAT A SEAFARER'S DISABILITY ASSESSMENT BE BASED SOLELY ON THE DISABILITY GRADINGS UNDER THE POEA-STANDARD EMPLOYMENT CONTRACT, AS REAFFIRMED IN THE 6 APRIL 2016 CASE OF SCANMAR MARITIME SERVICES, INC. V. CONAG.
- IN ANY EVENT, PRIVATE RESPONDENT IS NOT ENTITLED TO TOTAL AND PERMANENT DISABILITY BENEFITS, AS THE DEGREE OF HIS DISABILITY WAS DETERMINED WITHIN THE 240-DAY PERIOD PROVIDED BY THE LABOR CODE.
- PRIVATE RESPONDENT SHOULD NOT HAVE BEEN AWARDED ATTORNEY'S FEES CONSIDERING THAT PETITIONERS WERE NEVER IN BAD FAITH AND THERE IS NO EQUITABLE JUSTIFICATION THEREFOR.[22]

In essence, while there is no question that the petitioner did indeed suffer an injury during the course of his employment with the respondents, both parties now ask the Court whether or not such injury is compensable under Philippine law.

In particular, the parties herein seek the guidance of the Court to answer whether or not the company-designated physician was able to issue a final disability grading of the petitioner's injury within 240 days from the moment of his medical attention. If not, then, as the petitioner asserted, his injury would be considered final and permanent insofar as compensation is concerned; if so, then the disability grading issued by the company-designated physician would stand.

Moreover, the Court is called upon once again to determine whether or not the referral to a third doctor is mandatory in the event of disagreement between the company-designated physician and the seafarer's personal physician.

The Court's Ruling

The rise of the Filipino as the preferred seafarer worldwide place emphasis on the importance of their effort to uplift Philippine economy. As such, much importance is accorded to the safety and the well-being of the country's workers who unselfishly contribute their time and devotion to the country and their families. To this end, Philippine jurisprudence regarding the disability claims of Filipino seafarers has come a long way. The Court has evolved with the times, as it were, to answer and face the challenges that befall the Filipino worker.

Among the most controversial issues that concern seafarers are the so-called 120-day or 240-day rules for the determination of disability.

Initially, there was confusion as to the application of the 120-day period found in Article 192(c)(1) of the Labor Code vis-a-vis the application of the 240-day period found in Section 2, Rule X of the Amended Rules on Employees' Compensation Implementing Title II, Book IV of the Labor Code.

Article 192(c)(1) provides:

ART. 192. Permanent Total Disability.

x x x x

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

(1) Temporary total disability lasting continuously for more than one hundred twenty days, except as otherwise provided in the Rules; (Emphasis and underscoring supplied)

On the other hand, the implementing rules provide that:

Sec. 2. Period of entitlement. - (a) The income benefit shall be paid beginning on the first day of such disability. If caused by an injury or sickness it shall not be paid longer than 120 consecutive days except where such injury or sickness still requires medical attendance beyond 120 days but not to exceed 240 days from onset of disability in which case benefit for temporary total disability shall be paid. However, the System may declare the total and permanent status at anytime after 120 days of continuous temporary total disability as may be warranted by the degree of actual loss or impairment of physical or mental functions as determined by the System.[23] (Emphasis and underscoring supplied)

The Court, in recognizing these provisions, and for the final resolution of any confusion that may arise therefrom, formulated guidelines in the case of *Elburg Shipmanagement Phils., Inc. vs. Quiogue, Jr.*,^[24] as cited in the recent case of *Paulino M. Aldaba vs. Career Philippines Ship-Management, Inc. Columbia Ship Management Ltd., and/or Verlou Carmelino*^[25] As it now stands, the rules to be followed are:

- The company-designated physician must issue a final medical assessment on the seafarer's disability grading within a period of 120 days from the time the seafarer reported to him;

- If the company-designated physician fails to give his assessment within the period of 120 days, without any justifiable reason, then the seafarer's disability becomes permanent and total;
- If the company-designated physician fails to give his assessment within the period of 120 days with a sufficient justification (e.g. seafarer required further medical treatment or seafarer was uncooperative), then the period of diagnosis and treatment shall be extended to 240 days. The employer has the burden to prove that the company-designated physician has sufficient justification to extend the period; and
- If the company-designated physician still fails to give his assessment within the extended period of 240 days, then the seafarer's disability becomes permanent and total, regardless of any justification.[26]

In following the foregoing guidelines, it must be emphasized that the company-designated physician must not only "issue" a final medical assessment of the seafarer's medical condition. He must also-and the Court cannot emphasize this enough-"give" his assessment to the seafarer concerned. That is to say that the seafarer must be fully and properly informed of his medical condition. The results of his/her medical examinations, the treatments extended to him/her, the diagnosis and prognosis, if needed, and, of course, his/her disability grading must be fully explained to him/her by no less than the company-designated physician.

In this regard, the company-designated physician is mandated to issue a medical certificate, which should be personally received by the seafarer, or, if not practicable, sent to him/her by any other means sanctioned by present rules. For indeed, proper notice is one of the cornerstones of due process, and the seafarer must be accorded the same especially so in cases where his/her well-being is at stake.

A company-designated physician who fails to "give" an assessment a herein interpreted and defined fails to abide by due process, and consequently, fails to abide by the foregoing guidelines.

This elaboration acquires greater significance in light of Section 20(A)(3) of the Philippine Overseas Employment Administration-Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-board Ocean-going Ships (POEA Contract), which commences a process that the seafarer, the employers, and the latter's agents must abide by.

This section states that, in the event that a seafarer suffers a worker related/aggravated illness or an injury during the course of his/her employment, it is the company-designated physician's medical assessment that shall control the determination of the seafarer's disability grading. Should the seafarer's personal physician disagree, then the matter shall be referred to a neutral third party physician, who shall then issue a final and binding assessment. The provision reads:

Section 20 [B]. Compensation and Benefits for Injury or Illness

x x x x

2. x x x x

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 as he is declared fit or the degree of his disability has been established by the company-designated physician.

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 his 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. (Emphasis supplied)

In *Formerly INC Shipmanagement, Inc. vs. Rosales*,^[27] the Court further clarified this rule by categorically saying that the referral to a third doctor is mandatory, and should the seafarer fail to abide by this method, he/she would be in breach of the POEA-SEC, and the assessment of the company-designated physician shall be final and binding. Thus, the Court said:

This referral to a third doctor has been held by this Court to be a mandatory procedure as a consequence of the provision that it is the company-designated doctor whose assessment should prevail. In other words, the company can insist on its disability rating even against a contrary opinion by another doctor, unless the seafarer expresses his disagreement by asking for the referral to a third doctor who shall make his or her determination and whose decision is final and binding on the parties. We have followed this rule in a string of cases x x x.^[28] (Emphasis supplied)

In this light, only when the seafarer is duly and properly informed of the medical assessment by the company-designated physician could he determine whether or not he/she agrees with the same; and if not, only then could he/she commence the process of consulting his personal physician. If conflicting assessments arise, only then is there a need to refer the matter to a neutral third party physician.

Again, this process is mandatory. And, at the risk of sounding repetitive, it could only begin from the moment of proper notice to the seafarer of his medical assessment by the company-designated physician. To require the seafarer to seek the decision of a neutral third party physician without primarily being informed of the assessment of the company--designated physician is a clear violation of the tenets of due process, and shall not be countenanced by the Court.

In the present case, the Court finds that the evidence presented by the respondents to prove to this Court that they have actually given the petitioner a copy of the medical assessment fail to convince. For a full discourse, the following are the documents alluded to by the respondents in their petition:

- A letter dated April 28, 2014, issued by Dr. Bernal and addressed to Dr. Lim, the company-designated physician, indicating an interim disability grading of "Grade 10 - loss of grasping power."^[29] The full contents of the letter reads:

"4/28/14

Dear Dr. Lim,

Re: Mr. Arnel Gere

I will meet to see the patient at least every 2 weeks to monitor his condition.

He will be re-evaluated on May 16, 2014 for repeat x-ray of his forearm and I will re-assess patient.

Based on his present condition, patient's interim disability grading is Grade 10 -loss of grasping power.

Thank you.

(sgd)

Ferdinand R. Bernal, (sic)"^[30] (Emphasis supplied)

- A letter dated August 12, 2014, issued by Dr. Bernal and addressed to Dr. Lim, the company-designated physician, suggesting a final disability grading of "Grade 10 ankylosed wrist in normal position." [31] It reads:

"August 12, 2014

Dear Dr. Lim,

Re: Mr. Arnel T. Gere

If patient entitled (sic) to a disability, his suggested final disability grading remains Grade 10 - ankylosed wrist in normal position.

Thank you.

(sgd)

Ferdinand R. Bernal, MD" [32]

- An e-mail addressed to Atty. Romulo Valmores (Atty. Valmores), the petitioner's counsel, confirming a telephone conversation wherein the respondents advised the former of the assessment of the company-designated physician. [33] It reads:

"Dear Atty. Valmores,

Further to today's telecom between your goodself (sic) and the undersigned, we confirm our advice of Owner's approval to settle your client's claim at US\$19,333.72 based on the assessment of the company designated physician.

In this regard, we would appreciate it if you could discuss the matter with Mr. Gere and inform us of your/your client's decision in order to progress the matter.

Thank you and we look forward to hearing from you.

Kindest regards

Delia V. Andrada

Joint Manager - Personal Injury Division" [34]

Two things must be said of these documents.

First, both interim and final disability ratings were, as correctly pointed out by the petitioner, mere suggested disability ratings. If anything, the import of these documents could only be regarded as an internal communication between the company-designated physician and his consulting physician regarding the treatment of herein petitioner. More so, none of the foregoing documents prove that the petitioner was properly informed of the assessment. Indeed, both the interim and final disability grading mentioned above were in fact written by the attending physician, Dr. Bernal, and addressed not to the petitioner but to the company-designated physician.

Second, the only instance when it could be shown that the petitioner was informed of his disability grading was through the communication between the respondents, as represented by Ms. Delia V. Andrada, joint manager of the Personal Injury Division, and the petitioner's counsel, Atty. Valmores.

However, all that this document showed was that the petitioner was informed of his disability grading only after he has initiated an action against the respondents before the Panel of Arbitrators. [35] In the Court's perusal of the evidence submitted by the respondents, it was only on September 17, 2014 that he was informed of the disability grading-five days after the filing of the Notice to Arbitrate-which, coincidentally, was already 250 days after his medical repatriation.

The effect of this failure by the respondents to furnish the petitioner a copy of his medical certificate militates gravely against the respondents cause.

To begin with, without this proper notice, the 120-day and 240-day rule would have stepped in by operation of law. Insofar as the petitioner is concerned, there was no issuance of a final medical assessment regarding his disability. For all intents and purposes, Elburg Shipmanagement Phils., Inc. rules that the petitioner's disability has already become permanent and total.

This is in addition to the fact that the records do not contain any document, not even any argument, that offer any justification why the 120-day period should be extended to 240 days as required by Elburg Shipmanagement Phils., Inc. There simply was no explanation why the disability grading was not issued within the shorter time, and why it necessitated an extension to the longer period.

Secondly, without the proper notice, the petitioner was not given thy opportunity to evaluate his medical assessment. Again, insofar as he was concerned, the disability grading of his personal physician was the only disability grading available to him prior to the filing of the case before the Panel of Arbitrators. In this instance, the mandatory referral to a neutral third doctor could not have been applicable. Indeed, from the perspective of the petitioner, there was absolutely no assessment by the company-designated physician to contest. As such, there was no impetus to seek a neutral third doctor.

That the respondents now harp on the conflict-resolution procedure not only self-serving but is also a selfish invocation of a rule which the respondents so easily disregarded earlier on. And this, the Court could not accede to.

Moreover, considering that the respondents failed to inform the petitioner of the assessment of the company-designated physician, it would be the height of injustice if the Court were to uphold the former's disability grading of the petitioner's injury. Such an action would firmly go against the guidelines that the Court has already set in Elburg Shipmanagement Phils., Inc.

Therefore, for the respondents' failure to inform the petitioner of his medical assessment within the prescribed period, the petitioner's disability grading is, by operation of law, total and permanent.

This thus brings the discourse of this case to the CBA between AMOSUP and the respondents. The provisions of the CBA are clear: (1) only when the disability grading is at 50% or more, or (2) only when the company-designated physician certifies that the seafarer is medically unfit to continue work-even if the disability grading is less than 50%-could the seafarer be entitled to total and permanent disability benefits in accordance with the medical unfitness clause. As Article 20.1.4 of the CBA provides:

20.1.4. Permanent Medical Unfitness

A seafarer whose disability is assessed at 50% or more under the POEA Employment Contract shall, for the purpose of this paragraph be regarded as permanently unfit for further sea service in any capacity and entitled to 100% compensation, as follows: US\$151,470.00 for senior officers, US\$121,176.00 for junior officers and US\$90,882.00 for ratings (effective 2012); US\$155,257.00 for senior officers, US\$124,205.00 for junior officers and US\$93,154.00 for ratings (effective 2013); and US\$159,914.00 for senior officers, US\$127,932.00 for junior officers, US\$95,949.00 for ratings (effective 2014). Furthermore, any seafarer assessed at less than 50% disability under the contract but certified as permanently unfit for further sea service in any capacity by the company doctor, shall also be entitled to 100% compensation.[36]

In the present case, even the petitioner's personal physician assessed him only at Grade 8 disability grading. According to the schedule of disability allowances indicated in the POEA Contract, this impediment grade

translates to only 33.59%,[37] which definitely falls short in the 50% requirement of Article 20.1.4 of the CBA. On the other hand, neither did the company-designated physician issue a certification that the petitioner was medically unfit to continue performing his seafaring duties. On these grounds, the medical unfitness clause of the CBA finds no application.

Nonetheless, the petitioner is not without any benefit to lean back on. The POEA contract provides that seafarers suffering from total and permanent disability are entitled to 120% of US\$50,000.00, or a total of US\$60,000.00. Indeed, the Court of Appeals is correct in applying the provisions of the POEA contract rather than the provisions of the CBA when it said:

As correctly argued by Petitioners, the permanent medical unfitness clause under the parties' CBA awarding a total and permanent disability benefit of US\$95,949.00 does not apply to private respondent because neither the company doctor nor his own doctor assessed his disability at 50% or more. Moreover, while the permanent medical unfitness clause provides that any seafarer assessed at less than 50% disability is entitled to full compensation, the same clause mandates that the certification must be made by the company doctor which is not the situation in the present case.[38] (Emphasis and underscoring supplied, citations omitted)

The Court finds that no further elucidation is necessary to this categorical ruling.

WHEREFORE, premises considered, the Decision and Resolution of the Court of Appeals, dated April 21, 2016 and August 26, 2016 respectively in CA-G.R. SP No. 142422 are hereby AFFIRMED. No pronouncement as to costs.

SO ORDERED.

Carpio, Acting C. J., (Chairperson), Peralta, Perlas-Bernabe, and Caguioa, JJ., concur.

[1] Penned by Associate Justice Jhosep Y. Lopez, and concurred in by Associate Justices Ramon R. Garcia and Leoncia R. Dimagiba, rollo (G.R. No. 226656), pp. 352-373, rollo (G.R. No. 226713), pp. 11-32.

[2] Rollo (G.R. No. 226656), pp. 256-273, rollo (G.R. No. 226713), Vol. 1, pp. 453-470.

[3] Rollo (G.R. No. 226656), p. 275, rollo (G.R. No. 226713), Vol. 1, p. 532.

[4] Rollo (G.R. No. 226656), pp. 399-401, rollo (G.R. No. 226713), Vol. 1, pp. 34-36.

[5] Rollo (G.R. No. 226713), Vol. 1, p. 179.

[6] Collective Bargaining Agreement (AMOSUP / ANGLO-EASTERN) Between Associated Marine Officers' and Seamen's Union of the Philippines and Anglo-Eastern Crew Management (SG) PTE. LTD. Represented by Anglo-Eastern Crew Management Philippines, Inc., rollo (G.R. No. 226713), Vol. 1., pp 180-214.

[7] Rollo (G.R. No. 226713), Vol. I, p. 179.

[8] Id. at 13.

[9] Id.

[10] Id.

[11] Id. at 13-15.

[12] Id. at 233.

[13] Id. at 409.

[14] Rollo (G.R. No. 226713), Vol. I, p. 48.

[15] Rollo (G.R. No. 226713), Vol. II, p. 844.

[16] Rollo (G.R. No. 226656), p. 124.

[17] Id.

[18] Collective Bargaining Agreement (AMOSUP / ANGLO-EASTERN) Between Associated Marine Officers' and Seamen's Union of the Philippines and Anglo-Eastern Crew Management (SG) PTE. LTD. Represented by Anglo-Eastern Crew Management Philippines. Inc., Art 13., rollo (G.R. No. 226713). Vol. I, p. 195.

[19] Rollo (G.R. No. 226713), Vol. I, pp. 466-467.

[20] Id. at 32.

[21] Rollo (G.R. No. 226656), p. 26.

[22] Rollo (G.R. No. 226713). Vol. I, pp. 49-50.

[23] Amended Rules on Employees' Compensation, Rule X, Sec. 2 (1995).

[24] 765 Phil. 341 (2015).

[25] G.R. No. 218242, June 21, 2017.

[26] Supra note 24, at 362-363.

[27] G.R. No. 195832, October 1, 2014, 737 SCRA 438.

[28] Id. at 440.

[29] Rollo (G.R. No. 226713), Vol. I, pp. 232-233.

[30] Id. at 233.

[31] Id. at 409.

[32] Id.

[33] Id. at 497.

[34] Id.

[35] See Notice to Arbitrate dated September 12, 2014, rollo (G.R. No. 226713), Vol. I, p. 158.

[36] Rollo, (G.R. No. 226713), Vol. I, p. 199.

[37] Philippine Overseas Employment Administration-Standard Terms and Conditions Governing the Overseas Employment of Filipino Seafarers On-board Ocean-going Ships, POEA Memorandum Circular No. 10, Series of 2010.

[38] Rollo (G.R. No. 226713), Vol. I, p. 30.

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