

SECOND DIVISION

[G.R. No. 220949, July 23, 2018]

**RICKMERS MARINE AGENCY PHILS., INC., GLOBAL
MANAGEMENT LIMITED AND/OR GEORGE C. GUERRERO,
PETITIONERS, VS. EDMUND R. SAN JOSE, RESPONDENT.**

DECISION

CAGUIOA, J:

This Petition for Review on *Certiorari*^[1] (Petition) filed by Rickmers Marine Agency Phils., Inc., Global Management Limited and/or George C. Guerrero (collectively, petitioners), assails the Decision^[2] dated December 2, 2014 (Assailed Decision) and Resolution^[3] dated October 1, 2015 (Assailed Resolution) of the Court of Appeals (CA) in CA-G.R. SP No. 130065, which affirmed the Resolutions dated February 7, 2013 and March 15, 2013 of the National Labor Relations Commission (NLRC) granting permanent total disability benefits and attorney's fees to herein respondent Edmund R. San Jose (respondent).

The Facts

The facts, as summarized by the Labor Arbiter (LA) and adopted by the CA, are as follows:

Succinctly, the facts of this case show the Complainant Edmund R. San Jose was engaged by Respondent local manning agency Rickmers Marine Agency Phil. Inc. [and]/or George C. Guerrero for and in behalf of its foreign principal Global Management Limited, for deployment on board the vessel MV Maersk Edinburg under a nine (9) month Standard POEA Employment Contract for Filipino Seamen with a basic monthly salary of US\$ 420.00 as a wiper. (Annex A, Complainant's Position Paper). Record also shows an addendum that provides for an additional US\$ 40.00. Before deployment, Complainant underwent the necessary medical examinations and was declared fit for work. (Annexes C to F, Complainant's Position Paper). Thereafter, Complainant departed on June 28, 2010 to join his vessel on and assumed his post as a wiper/seaman.

Sometime in February 2011, Complainant upon waking complained of loss of/impaired vision in his left eye. His condition was then reported to the ship's captain and at the port of call in Singapore allowed for a medical examination of his left eye and prescribed eye drops. Even as his condition did not improve, Complainant continued with his journey and upon arrival in Le Havre, France, was seen by an ophthalmologist on February 28, 2011 who diagnosed him with retinal detachment/tear affecting the macula. (Annex G, Complainant's Position paper) and recommended for medical repatriation.

Upon arrival in Manila sometime in March 2011, Complainant was referred to the Respondent's designated physician, Dr. Natalio G. Alegre II of the Alegre Medical Clinic located at St. Luke's Hospital (Annex H, Complainant's Position Paper). Complainant was assessed to be suffering from rhegmatogenous retinal detachment with proliferative [vitreoretinopathy], lattice degeneration, myopia, OS,^[4] and was recommended for eye surgery to attach the retina. (Annex I, Complainant's Position paper). He underwent surgery and was confined for a period of three (3) days. (Annexes J and K, Complainant's Position Paper).

Since the procedure to attach a detached retina requires more than one (1) surgical operation, a second one was scheduled for September 2011. A medical certificate dated July 4, 2011 was then issued by the Respondents' designated physician that gave the Complainant a Partial Temporary Disability Rating (Annex L, Complainant's Position Paper). Respondents' designated physician thereafter gave him a "fit for work" rating on November 21, 2011 in so far as the cause of repatriation is concerned (Annex M, Complainant's Position Paper).

Even after undergoing more than one (1) eye surgery, the sight of the complainant in his left eye remains blurred if not impaired, thus he instituted this Complaint on February 14, 2012.^[5]

Findings of the LA and NLRC

In its Decision dated June 25, 2012, the LA ruled in favor of respondent and awarded him US\$ 60,000.00 and attorneys' fees equivalent to 10% of the total award. The LA considered respondent's illness as compensable as it occurred onboard the vessel and during the effectivity of the employment contract. Furthermore, the LA reasoned that respondent had failed to resume his duties as a seafarer for more than 120 days; thus, entitling him to total permanent disability benefits.

Petitioners elevated the case to the NLRC. On February 7, 2013, the NLRC issued its Decision reversing the LA's ruling. The NLRC noted that the respondent's appointed physician did not state in the medical certificate any grading for which complainant should be compensated, neither did the company-designated physician. In fact, both the medical certifications/assessments from the two doctors stated that respondent was "fit to work." The NLRC held that petitioners were only liable for respondent's salaries during the unexpired portion of the employment contract of US\$ 420.00 and financial assistance of P50,000.00. The NLRC denied respondent's motion for reconsideration in its Resolution dated March 15, 2013.

Aggrieved, respondent elevated the case to the CA via petition for certiorari under Rule 65.

The CA Decision

In the Assailed Decision, the CA set aside the NLRC Decision and Resolution and reinstated the LA Decision. The CA held that respondent was able to prove his claim

of total permanent disability benefits with substantial evidence. Furthermore, respondent had been unable to perform his customary work for more than 120 days. The CA also affirmed the award of attorney's fees. In addition, the CA maintained the NLRC's award of US\$ 420.00 representing unpaid salaries for the unexpired portion of the contract, and P50,000.00 financial assistance.

The Petition

Thus, petitioners elevated the case before the Court, averring that the CA committed reversible error in issuing the Assailed Decision. They argue that respondent's illness was not work-related, as he had already been certified by the company-designated physician as "fit to work" in a certification dated November 21, 2011. They also claim that the mere lapse of the 120/240-day period does not automatically entitle the seafarer to disability compensation. On the US\$ 420.00 award, petitioners allege that respondent is not entitled thereto as he was medically repatriated, and he was already given his sickness allowance. They also argue that the financial assistance of P50,000.00 has no basis, and neither is respondent entitled to attorneys' fees.

Respondent filed his Comment^[6] to the Petition on April 12, 2016. He contends that he is entitled to total and permanent disability benefits because the company-designated physician did not issue any assessment within the 120/240-day period. Respondent was repatriated on March 3, 2011 and the medical assessment was issued only on November 21, 2011 or a total of 263 days. Thus, he is considered to be suffering from permanent total disability. Respondent also claims that rhegmatogenous retinal detachment is work-related; and that the illness befell him while he was onboard the vessel and during the term of the employment contract. Moreover, retinal detachment is listed as an occupational disease under Section 32-A (18) of the 2010 Philippine Overseas Employment Administration - Standard Employment Contract (POEA-SEC). Respondent also quoted the 9th Progress Report^[7] dated June 21, 2011 issued by the company-designated physician, which states: "x x x regarding the work relatedness of the retinal detachment, lifting of heavy objects caused the detachment on an elongated eye due to nearsightedness. The lifting of heavy objects provoked the retinal detachment." Lastly, respondent asserts that he is entitled to the US\$ 420.00 award representing the unexpired portion of the contract, P50,000.00 financial assistance, and attorneys' fees.

Petitioners filed their Reply^[8] to the Comment on November 28, 2016, reiterating their positions, as stated in the Petition.

Issue

Whether respondent is entitled to total permanent disability benefits.

The Court's Ruling

Generally, only questions of law may be raised and resolved by the Court in a petition for review on certiorari under Rule 45.^[9] However, when the findings of the courts or tribunals below are conflicting or contradictory, as in this case, the Court may review the facts to arrive at a fair and complete resolution of the case.^[10]

While the respective decisions of the LA, NLRC, and CA are contradictory, the significant dates in the case are not disputed: that **respondent was medically repatriated and arrived in the Philippines on March 3, 2011.** Respondent was examined by the company-designated physician and was diagnosed with "rhegmatogenous retinal detachment with proliferative vitreoretinopathy, lattice degeneration, myopia" in the left eye. Respondent's condition necessitated two operations on the affected eye, which he underwent on March 16, 2011 and September 18, 2011. **On November 21, 2011, the company-designated physician issued a medical report declaring him "fit to work."** On February 14, 2012, respondent instituted a complaint before the LA for total permanent disability benefits.

The resolution of this controversy lies in the determination of petitioners' compliance with the mandatory procedures and periods under the POEA-SEC, which is the contract and law between the parties. The cited 120/240-day periods can be found in the Labor Code and its implementing rules, as well as the POEA-SEC. Article 192(c)(I) of the Labor Code provides:

Art. 192. *Permanent Total Disability.* — x x x

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 for in the Rules;

Section 2, Rule X of the Amended Rules on Employees' Compensation implementing Title II, Book IV of the Labor Code, states:

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 any time 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.

Meanwhile, Section 20(B)(3) of the 2000 POEA-SEC, provides:

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

For this purpose, the seafarer shall submit himself to a post-employment medical examination by a company-designated physician within three working days upon his return except when he is physically incapacitated to do so, in which case, a written notice to the agency within the same