

THIRTEENTH DIVISION

[C.A.-G.R. SP No. 124029, February 26, 2014]

GERARDO M. CASTILLO, PETITIONER, VS. NATIONAL LABOR RELATIONS COMMISSION, MAGSAYSAY MARTIME CORP., PRINCESS CRUISE LINES LTD., MR. MARLON M ROÑO AND "SAPPHIRE PRINCESS," RESPONDENTS.

DECISION

YBAÑEZ, J.:

This Petition for Certiorari^[1] seeks to set aside the 14 December 2011 Resolution^[2] dismissing petitioner's appeal and the subsequent 31 January 2012 Resolution^[3] of public respondent National Labor Relations Commission (NLRC for brevity) in NLRC LAC (OFW-M) Case No. 05-000434-11(8) dismissing his motion for reconsideration.

The Antecedents

Public respondent NLRC found the petitioner Gerardo M. Castillo to have been continuously employed by private respondent Magsaysay Maritime Corporation (hereinafter referred to as MMC) since 1994 for and in behalf of its principal Princess Cruises. For every contract that he was engaged in, he underwent a pre-employment and medical examination and was declared "Fit to Work." On 15 July 2009, he entered into a contract with private respondents to work as a laundry steward for ten (10) months with a basic monthly wage of US\$ 211.00.^[4]

On 22 August 2009, petitioner boarded the vessel "Sapphire Princess." Six (6) months later, on 28 February 2010, he suddenly experienced lower limb weakness, loss of sensation, numbness and difficulty in walking. He was referred by the master of the vessel to Dr. Laura Teichman, the ship's physician, and was made to undergo a series of laboratory tests. Petitioner was assessed by the doctor to be suffering from *demyelinating polyradiculoneuropathy* – underlying cause unknown; possible: chronic inflammatory *demyelinating polyneuropathy* multiple sclerosis.^[5]

Despite his condition, petitioner continued working until he was brought to the Mazatian Hospital on 31 March 2010. The medical examination conducted on him revealed that he was suffering from "*Paraparesia intermittent acute*." He likewise underwent an MRI on his lumbar spine and was assessed with "*Degenerative Osteoarticular changes at L5-S1*."^[6]

Petitioner was medically repatriated to Manila on 1 May 2010 and was referred to a company-designated physician at the Metropolitan Medical Center and examined by Dr. Esther G. Go on 5 May 2010. He was diagnosed with *Demyelinating Polyneuropathy*; rule out nerve root compression probably lower thoracic." On 11 June 2010, he was given a final diagnosis of "*Thoracic Spinal Arteriovenous Malformation*."^[7] He was also made to undergo MRI at the Cardinal Santos Medical

Center and an angiogram at the St. Luke's Medical Center and was diagnosed to have abdominal veinmalformation (AVM).^[8]

He consulted an independent physician, Dr. Manuel C. Jacinto, Jr., on 9 August 2010 at the Sta. Teresita General Hospital for a second opinion. Dr. Jacinto issued him a medical certificate^[9] diagnosing him to be suffering from *Demyelinising Polyradiculoneuropathy* and assessing his disability to be total and permanent.^[10]

Private respondents allegedly refused to provide him further medication and treatment notwithstanding his condition. Claiming that he could no longer work, petitioner sought refuge in the ITF Cruise Ship Model Agreement for Catering Personnel CBA as basis for his entitlement to permanent disability benefits in the amount of US\$ 80,000.00.^[11]

In the 12 April 2011 decision,^[12] the labor arbiter ruled in favor of herein respondents, viz:

. . . the burden is on the seafarer of proving work-relatedness, or burden of satisfying the conditions in Section 32-A of the 2000 POEA SEC. Complainant has to present evidence to prove that his illness was aggravated or caused by his employment, or how his working conditions have in any way contributed to his illness. It must be noted that while complainant have indeed passed the PEME, such examinations were not exploratory in character, for such illness to have been detected. Respondent having presented substantial proof that the illness of complainant was not work related, is of an unknown cause, and that it is congenital, and was not disputed by complainant by other competent evidence, except that of his independent physician whom he consulted only once, this Office have no recourse but to give weight to respondents' company designated physician's findings.

Perusal of the records, there is likewise no Collective Bargaining Agreement covering the employment contract of the parties. Hence, there is no CBA to apply in the case at bar.

WHEREFORE, premises considered, the complaint is hereby DISMISSED for lack of merit.

SO ORDERED.^[13]

Petitioner appealed but public respondent NLRC dismissed the appeal for lack of merit in its resolution promulgated on 14 December 2011.^[14] The motion for reconsideration^[15] filed by petitioner was also denied in the 21 January 2012 resolution^[16] of public respondent; hence, the instant petition.

Issues to be Resolved

The following issues are submitted to this Court for resolution,^[17] to wit:

I

THAT THE HONORABLE PUBLIC RESPONDENT NLRC HAD COMMITTED CLEAR AND PALPABLE ERROR, GRAVE ABUSE OF DISCRETION AND ARBITRARINESS IN HOLDING THAT PETITIONER'S ILLNESSES ARE NOT WORK RELATED OR WORK AGGRAVATED ILLNESS.

II

THAT THE DECISION OF THE HONORABLE PUBLIC RESPONDENT NLRC IS WHIMSICAL AND CAPRICIOUS AS IT IS CONTRARY TO THE EVIDENCE ADDUCED ON RECORDS, CONTRARY TO THE BENEVOLENT PROVISIONS OF PETITIONER'S POEA STANDARD EMPLOYMENT CONTRACT AND CONTRADICTS RELEVANT JURISPRUDENCE PROMULGATED BY THIS HONORABLE COURT OF APPEALS AS WELL AS THE HONORABLE SUPREME COURT.

III

THAT PETITIONER IS INDEED ALREADY ENTITLED TO THE FULL DISABILITY COMPENSATION IN ACCORDANCE WITH THE POEA STANDARD EMPLOYMENT CONTRACT AND OTHER BENEFITS AS HE WAS ALREADY RENDERED TOTALLY UNFIT AS SEAFARER IN ANY CAPACITY DUE TO WORK RELATED AND WORK AGGRAVATED ILLNESS.

Ruling of This Court

The petition must fail.

A joint discussion of the issues is in order for a complete and thorough understanding of the case and the attendant circumstances therein.

Petitioner alleges that he was always found to be in perfect health as borne by his pre-employment medical examinations (PEME) every time he was redeployed by private respondent for the past sixteen (16) years.

The fact that petitioner passed the respondent's pre-employment medical examinations is of no moment. A seafarer only needs to pass the mandatory PEME in order to be deployed on duty at sea. The PEME cannot serve as enough bases to justify a finding of a total and permanent disability because of its non-exploratory nature as consistently ruled in the past.^[18] It was not intended to be a totally in-depth and thorough examination of an applicant's medical condition. The PEME

merely determines whether one is "fit to work" at sea or "fit for sea service," it does not state the real state of health of an applicant. In short, the "fit to work" declaration in the petitioner's PEME cannot be a conclusive proof to show that he was free from any ailment prior to his deployment.^[19]

According to petitioner, he had been continuously employed by private respondent MMC since 1994 and the last contract he signed with his former employer was on 15 July 2009 as a laundry steward for ten (10) months on board the vessel Sapphire Princess. As with all other kinds of worker, the terms and conditions of a seafarer's employment is governed by the provisions of the contract he signs at the time he is hired. But unlike that of others, deemed written in the seafarer's contract is a set of standard provisions set and implemented by the Philippine Overseas Employment Administration (POEA), called the Standard Terms and Conditions Governing the Employment of Filipino Seafarers on Board Ocean-Going Vessels (hereinafter referred to simply as Amended Standard Terms and Conditions), which are considered to be the minimum requirements acceptable to the government for the employment of Filipino seafarers on board foreign ocean-going vessels.^[20]

When petitioner was last employed by private respondent in July 2009, it was the 2000 Amended Standard Terms and Conditions that applied and were deemed written in or appended to his POEA-Standard Employment Contract. Section 20 (B) (6) of the 2000 POEA Standard Employment Contract provides:

SEC. 20. Compensation and Benefits for Injury and Illness. —

xxx xxx xxx

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:

xxx xxx xxx

(6) In case of permanent or total 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 rules of compensation applicable at the time the disease or illness was contracted.