Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

ALFREDO ANI CORCORO, JR.,
Petitioner,

G.R. No. 226779

Present:

LEONEN, *J.*,
Chairperson,
GESMUNDO,
CARANDANG,
ZALAMEDA, and
GAERLAN, *JJ.*

- versus -

MAGSAYSAY MOL MARINE, INC., MOL SHIP MANAGEMENT CO., LTD., AND FRANCISCO D. MENOR,
Respondents.

Promulgated:

August 24, 2020

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DECISION

CARANDANG, *J.*:

The instant Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court assails the Decision[2] dated March 31, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 135892, dismissing the complaint for payment of permanent and total disability benefits filed by petitioner Alfredo Corcoro, Jr. (Alfredo) against respondents Magsaysay Mol Marine, Inc., et al. (MMMI).

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1 *Rollo*, pp. 9-39.

2 Penned by Associate Justice Romeo F. Barza, with the concurrence of Associate Justices Ramon A. Cruz and Agnes Reyes-Carpio; id. at 42-54.

Facts of the Case

Alfredo had worked with MMMI for five years.[3] In March 2012, Alfredo was rehired by MMMI on behalf of its principal Mol Ship Management Co., Ltd. to work on board M/V Bergamot Ace for three months. In June 2012, his employment contract was extended for another six months.[4] His employment contract is covered by a collective bargaining agreement (CBA), ITF Standard Collective Agreement. Prior to boarding the vessel, Alfredo underwent a pre-employment medical examination[5] (PEME). Alfredo's medical history shows high blood pressure, back injury/joint pain/ arthritis, rheumatism and tropical diseases.[6] The foregoing conditions, particularly, hypertension and intercritical gout, have been cleared by the respective specialists and Alfredo was advised to have "proper diet/nutrition."[7] Alfredo was declared fit to work[8] and was deployed as a messman.[9] Alfredo's duties and responsibilities include being a waiter, who serves food to the officers, crew and guests on board the vessel, dishwasher in the kitchen, assistant cook, bedroom steward, and porter. He also performs other tasks as may be assigned by the officers, crew or guests.[10]

Seven months into Alfredo's employment or in October 2012, he suddenly felt severe chest pains accompanied by dizziness and shortness of breath. Alfredo ignored the chest pain and decided to rest. The following day, Alfredo was awakened by chest pains again. He was initially given Aspirin, but this did not help his conditions. He was sent to a hospital in Africa on October 14, 2012 for further examination.[11] Alfredo's results showed that he was suffering "Atherosclerotic Disease and Myocardial Infarction."[12] Further medical examination showed that he was suffering from "severe single vessel; coronary artery disease."[13] For this reason, Alfredo underwent a coronary artery bypass grafts (CABG) surgery.[14]

After the operation, Alfredo was declared unfit to work and was recommended for medical repatriation.[15] On October 28, 2012, Alfredo arrived in the Philippines. Alfredo still complained of persisting chest pains and was immediately admitted on October 29, 2012, at the Manila Doctors Hospital for examination of company-designated physicians. After a series of laboratory tests, Alfredo was discharged from the hospital on November 1, 2012. The company-designated physician found his conditions to have stabilized, but he was still advised to continue follow-up check-up with the

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3 Id. at 14.
4 CA *rollo*, pp. 442-443.
5 Id. at 171.
6 Id.
7 Id.
8 Id.
9 *Rollo*, p. 13.
10 Id. at 13-14.
11 Id. at 14.
12 CA *rollo*, p. 55.
13 Id.
14 Id.
15 *Rollo*, p. 15.

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company-designated physicians.[16] On November 8, 2012, the company-designated physicians issued a medical certificate[17] showing that Alfredo is suffering from coronary arterial disease post CABG. On November 19, 2012, the physicians of MMMI declared Alfredo's heart condition and gouty arthritis as "not work[-]related"[18] and with a prognosis of "good."[19] The medical report further states that Alfredo shall be referred to a cardiologist for final clearance after one month.[20] He continued appearing for medical check-ups with the company-designated physicians extending to four months. On March 8, 2013, the company-designated physicians issued a report[21] stating that the wife of Alfredo appeared on his behalf to relay that Alfredo was incapable of traveling for the scheduled check-up due to his arthritis. Thereafter, Alfredo sought for payment of permanent and total disability benefits from MMMI, which was denied because the company-designated physicians assessed his illness at disability Grade 10 only.[22]

On March 12, 2013, Alfredo filed a complaint for payment of permanent and total disability benefits with the National Labor Relations Commission (NLRC).[23] In June 2013, he secured the medical opinion of his physician, which stated that he had a permanent disability because he is unable to perform his work in the same manner as he used to.

MMMI, on the other hand, argues that the complaint should be dismissed because the Labor Arbiter (LA) had no jurisdiction over the instant case.[24] The CBA provides for a grievance machinery wherein parties must first raise their dispute with the voluntary arbitrators.[25] Further, the illness of Alfredo is not work-related because: (1) he was already hypertensive prior to deployment; (2) his work does not involve or expose him to any risk of acquiring heart attack or coronary heart disease; (3) it is not possible for him to have contracted his disease in the short course of time; (4) he did not show proof that he complied with the prescribed maintenance medication and lifestyle; and (5) an assessment had been issued by a medical expert that his illness as not work-related.[26] Alfredo also reneged on his medication with the company-designated physician because he manifested that he no longer wants to be treated by the company-designated physicians.[27]

Ruling of the Labor Arbiter

In a Decision[28] dated October 22, 2013, the LA held that it acquired jurisdiction over the case. MMMI failed to invoke the provision requiring

16 Id.
17 CA *rollo*, p. 178.
18 *Rollo*, p. 127.
19 Id.
20 Id.
21 Id. at 132.
22 Id. at 16.
23 *Rollo*, p. 62.
24 CA *rollo*, pp. 73-75.
25 Id. at 74.
26 Id. at 75-81.
27 Id. at 80.
28 Id. at 54-66.

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referral to the voluntary arbitrator which constitutes a waiver to have the claim of Alfredo referred to the voluntary arbitrators. At this late stage of the proceedings, the parties have submitted to the jurisdiction of the LA by filing their respective position papers and ignoring the grievance procedure set forth in the CBA.[29] The LA held that Alfredo's cardiovascular condition is work-related. The Philippine Overseas Employment Administration – Standard Employment Contract (POEA-SEC) does not require the attending physician to certify that the illness is work-related as it is the rules that provide for such determination. Following the conditions for compensability for the illness of cerebro vascular disease and cardiovascular events under Section 32 of the POEA-SEC, the LA found that Alfredo was subjected to strain and stress at work which could have been the cause or what could have aggravated his condition.[30] Notably, Alfredo has been in the service of MMMI for five years starting with a "clean health bill" and eventually developed the disputed illness during the term of his contract. The LA held that the work of Alfredo as messman produces strain and stress resulting in the wear and tear of the body. Further, it is enough that the employment had contributed, even in a small degree, to the development of the disease. Thus, even if his ailment occurred prior to his employment, this would still not deprive him of compensation benefits.[31] Finally, the LA held that Alfredo was unable to return to work for more than 120 days since his repatriation. This entitles him to payment of permanent and total disability benefits. Under the CBA, the LA awarded US$90,882.00 and 10% attorney's fees.[32]

Ruling of the National Labor Relations Commission

MMMI filed an appeal with the NLRC which was dismissed in a Decision[33] dated February 28, 2014. The NLRC agrees with the LA that there is no lack of jurisdiction over the case and that Alfredo's illness is work-related.[34]

Ruling of the Court of Appeals

Unsatisfied with the Decision of the NLRC, MMMI filed a Petition for *Certiorari*[35] under Rule 65 of the Rules of Court with the CA. In the assailed Decision[36] dated March 31, 2016, the CA granted MMMI's petition and reversed and set aside the Decision of the labor tribunal.[37] The CA maintains that the NLRC had jurisdiction over the disability claims and not the voluntary arbitrators. While Alfredo supplied a copy of the ITF Standard Collective Agreement, the CA held that it does not prove that it is the same CBA governing the parties. The document presented did not bear the names or

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29 Id. at 56-58.
30 Id. at 56-59.
31 Id. at 63.
32 Id. at 64-66.
33 Id. at 43-52.
34 Id. at 47-51.
35 Id. at 3-37.
36 Supra note 2.
37 *Rollo*, pp. 53-54.

signatures of the authorized signatories of the company. The provision of law on arbitration for disputes was also not pointed out to the CA. Thus, following the case *Eyana v. Philippine Transmarine Carrier, Inc.*,[38] the CA held that the CBA is inexistent for failure to prove the same. The provisions of the POEA-SEC shall govern. In which case, the NLRC has jurisdiction over the dispute.[39]

The CA upheld the medical assessment of the company-designated physician finding Alfredo's condition to be not work-related. Alfredo failed to rebut said assessment by substantial evidence. The medical certificate of his own physician did not even provide for findings how Alfredo's medical condition could have been work-related/aggravated.[40] The CA further emphasizes that Alfredo secured the opinion of his personal physician after filing his complaint for disability benefits. Without the medical assessment of his personal physician, Alfredo was only armed with his own belief that he is able to recover disability benefits. His claim for said benefits was premature as it was not even supported by the medical findings of his own physician.[41] The CA also omitted the award for attorney's fees holding that there was no basis.[42] MMMI refused to pay permanent and total disability benefits as it relied on the company-designated physician's assessment that Alfredo's illness is not work-related. Further, it was Alfredo's own refusal to continue his treatment with the company-designated physicians that caused the cessation of the medical attention given to him by MMMI.[43]

In view of the foregoing Decision, Alfredo filed the instant petition for review under Rule 45 of the Rules of Court. Alfredo mainly argues that he is entitled to payment of permanent and total disability benefits. His condition falls squarely under the POEA-listed occupational illness cardiovascular disease.[44] Alfredo explains that his condition was acquired or worsened while he was on board the vessel, especially since he has been in the employ of MMMI for five years. His years of service took a toll on his body. Alfredo also claims that judicial notice should be taken that as a seaman, he is constantly subjected to the very stressful demands of his duties and responsibilities and exposed to the hazardous condition of his station. In addition, the food provided on board the vessel was mostly meat, or food items high in fat, high in cholesterol or low in fiber. Alfredo had no choice but to cook and eat what is available in the ship's provision. There is a reasonable connection between his job and his medical condition.[45] Alfredo argues entitlement to permanent and total disability benefits because he was unable to return to work after 120 days from his repatriation due to his work-related illness.[46] Alfredo also claims for payment of attorney's fees because he merely protected his interest in the suit.[47]

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38 752 Phil. 232 (2015).
39 *Rollo*, pp. 46-48.
40 Id. at 51.
41 Id. at 51-52.
42 Id. at 53.
43 Id.
44 Id. at 21-23.
45 Id. at 24.
46 Id. at 29.
47 Id. at 37-38.

MMMI, in its Comment,[48] argues that Alfredo's working conditions do not involve risks of acquiring myocardial infarction (heart attack) or coronary heart disease. Apart from lack of substantial evidence to prove work-relatedness of his disease, MMMI reiterates that Alfredo was already hypertensive prior to deployment. He also has a family history of hypertension. Hence, his pre-existing illness could have been the cause of his heart attack.[49] Further, Alfredo was given medications to control his pre-existing illnesses, but Alfredo neither alleged nor proved that he complied with taking the prescribed maintenance medications and doctor-recommended lifestyle changes.[50] MMMI emphasizes that the company-designated physicians assessed Alfredo's illness as not work-related.[51] The findings of the company-designated physicians take precedence than that of Alfredo's physician because the former has an extensive knowledge of Alfredo's medical conditions.[52] Further, it is imperative that Alfredo's conditions be assessed with a disability grade provided under the POEA-SEC. Failure to return to work within 120 days from repatriation is not a cure-all formula for maritime compensation cases.[53] Finally, the filing of the labor complaint is premature as Alfredo had not even obtained a medical assessment from his personal physician when he filed the labor complaint.[54] MMMI's physicians also had no opportunity to definitely assess Alfredo's conditions because he was still undergoing treatment.[55]

Ruling of the Court

Under Section 20(A) of the POEA-SEC, an employer shall be liable for a seafarer's illness or injury when it is proven that: (1) the injury or illness is work-related; and (2) the work-related injury or illness existed during the term of the seafarer's employment contract. The POEA-SEC defines a work-related illness as any sickness resulting from an occupational disease under the non-exhaustive list in Section 32-A. In this case, Alfredo suffered from cardiovascular events, particularly, a heart attack, which is a listed occupational illness. For said illness to be compensable, Section 32-A[56] provides for conditions that need to be satisfied in order to show that a seafarer suffered disabilities occasioned by a disease contracted on account of or aggravated by working conditions.

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48 Id. at 58-92.
49 Id. at 68-69.
50 Id. at 69.
51 Id. at 76.
52 Id. at 69-71.
53 Id. at 71-73.
54 Id. at 77.
55 Id. at 78.
56 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.

We find that Alfredo's coronary arterial disease is work-related and compensable. From the facts, Alfredo has been working for MMMI for five years. He was rehired and subjected to a PEME, where he was declared fit to work. The medical history in his PEME shows that he has a pre-existing coronary hypertension among other illnesses, which was cleared by the company-designated physicians. Having been cleared and declared fit to work, Alfredo was deployed for his three-month contract, which was later extended for another six months. It was on the seventh month of the contract and while on board the vessel, when Alfredo experienced chest pains and dizziness. The following day, he again experienced chest pains causing him to be admitted to a hospital in Africa. He was confirmed to have suffered from a myocardial infarction (heart attack) and underwent bypass surgery. The foregoing are symptoms for coronary arterial disease, which was even confirmed by the physicians in Africa. Considering that the symptoms of the disease manifested onboard the vessel, it logically follows that Alfredo's working conditions contributed to or aggravated his illness. Further, the foregoing falls squarely among the conditions provided in Item 11 of Section 32-A to establish work relation and compensability. The pertinent portions of said provision are emphasized as follows:

> x x x x
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> 11. Cardio-vascular events- to include heart attack, chest pain (angina), heart failure or sudden death. **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 an 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 so 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**
>
> d. if a person is known hypertensive or diabetic, he should show compliance with prescribed maintenance medication and doctor- recommended lifestyle changes. The employer has provided a workplace conducive for such compliance in accordance with Section 1(A), paragraph 5.
>
> e. in a patient not known to have hypertension or diabetes, as indicated on his last PEME (Emphasis

supplied)

It is undisputed that the highlighted conditions above have been met because Alfredo was immediately brought by the employer to a hospital in Africa, where he underwent bypass surgery.

We are unconvinced by MMMI's claim that Alfredo's illness is not work-related. The company anchors its position on the "not work related" assessment of the company-designated physician and the fact that Alfredo suffers from a pre-existing coronary hypertension. While Alfredo has a pre-existing illness, such does not prove that his working condition did not aggravate the illness. It is settled that when it is shown that the seafarer's work may have contributed to the establishment or, **at the very least, aggravation** of any pre-existing disease, the condition/illness suffered by the seafarer shall be compensable.[57] Here, Alfredo's tasks as Messman required physical labor. He explained that he performed a wide variety of responsibilities from cleaning in the vessel to lifting heavy loads as a porter. His work definitely produced stress and strain normally resulting in the wear and tear of the body.[58] As his coronary hypertension was declared by the company-designated physicians as "cleared"[59] in the PEME, it is highly probable that the strain of Alfredo's work aggravated his pre-existing condition that caused his heart attack episodes on board the vessel. We have held that "only reasonable proof of work-connection and not direct causal relation is required to establish compensability."[60] Aside from the fact that Alfredo's condition is listed as an occupational disease, the undisputed fact that his pre-existing condition is controlled prior to deployment, but he later suffered episodes of heart attack on board the vessel, reasonably establish the work-relatedness of his illness.

Moreover, We cannot uphold the "not work related assessment" issued by the company-designated physician because it is not a final assessment. A final, conclusive and definite assessment must clearly state whether the seafarer is fit to work or the exact disability rating, or whether such illness is work-related, and without any further condition or treatment.[61] It should no longer require any further action on the part of the company-designated physician and it is issued by the company-designated physician after he or she has exhausted all possible treatment options within the periods mandated by law.[62] We cannot consider as valid and final an assessment merely stating that the illness of a seafarer is not work-related. Even with said assessment, the company-designated physician is bound to timely issue a fit to work assessment or disability grading.

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57 *Manansala v. Marlow Navigation Phils., Inc.*, 817 Phil. 84 (2017)

58 *Magsaysay Mitsui OSK Marine, Inc., et.al. vs. Bengson*, 745 Phil. 313 (2014).

59 CA *rollo*, p. 94.

60 *De Leon v. Maunlad Trans, Inc.*, 805 Phil. 531 (2017); *Dohle-Philman Manning Agency, Inc. v. Heirs of Gazzingan*, 760 Phil. 861 (2015).

61 *Jebsens Maritime, Inc. v. Mirasol*, G.R. No. 213874, June 19, 2019.

62 Id.

Here, the not work-related assessment[63] dated November 19, 2012 for Alfredo's heart disease states that the seafarer was to consult a cardiologist for clearance after one month.[64] However, Alfredo was repeatedly seen by the company-designated physician extending for another four months and beyond 120 days from repatriation, where his conditions were consistently diagnosed as not-work related with prognosis of "good."[65] As there were no findings in relation to Alfredo's fitness to work or his disability, he was left guessing the status of his health. As discussed, the prognosis of the company-designated physician consistently states "good". Yet, it is peculiar that the medical treatment will extend beyond 120 days. The assessment of the company-designated physician on his conditions remained vague and Alfredo was left with no other recourse but to file the labor complaint. Belatedly seeking the medical opinion of his personal physician is no issue, as there was no definitive and final assessment from the company-designated physician to contest. To that end, We emphasize the importance of compliance by the company and the company-designated physician in issuing a final and definitive assessment within the 120/240 day mandated periods. For only with said assessment can the seafarer then seek the opinion of his or her personal physician. The periods are mandatory to prevent the seafarer from endlessly waiting for a declaration of fitness to work or disability grading from the company and the company-designated physician. Should the company-designated physician fail to give the proper medical assessment and the seafarer's medical condition remains unresolved, the seafarer shall be deemed totally and permanently disabled,[66] as in this case. We reiterate the rules when a seafarer claims for total and permanent disability benefits, *viz*:

> 1. 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;
> 2. **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;**
> 3. 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
> 4. 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.[67] (Emphasis supplied)

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63 CA *rollo*, p. 99.
64 Id.
65 Id. at 100-104.
66 *Elburg Shipmanagement Phils., Inc. v. Quoique*, 765 Phil. 341 (2015).
67 Id. at 362-363.

Anent the issue on jurisdiction, We agree that the NLRC had jurisdiction over the case because the parties have waived proceeding before the panel of voluntary arbitrators. In any case, the provisions of the CBA[68] did not provide for any grievance machinery anent disability claims. We cannot agree with the CA's finding that the CBA is inexistent because the parties did not even raise this as an issue. In fact, MMMI initially argued on the issue of jurisdiction pursuant to the CBA. Considering that the CBA remains undisputed, its provisions shall be applicable as the case may be. Relatedly, We award permanent and total disability benefits equivalent to 100% disability grading pursuant to the CBA.[69] Section 21 of the CBA states that employees with 50%-100% degree of disability are entitled to payment of US$156,816.00 for AB (Able Seaman) or with rankings below AB, and US$235,224.00 for Officers and those with ranking above AB.[70] As Alfredo is a messman, he is entitled to payment of US$156,816.00 as his disability benefits. He is likewise entitled to sick pay, if the same had not been paid. We also award attorney's fees at 10% of the monetary award for being forced to litigate his interests.[71]

WHEREFORE, the petition is **GRANTED**. The Decision dated March 31, 2016 of the Court of Appeals in CA-G.R. SP No. 135892 is **REVERSED** and **SET ASIDE**. Respondents Magsaysay Mol Marine, Inc., Mol Ship Management Co., Ltd., and Francisco D. Menor are jointly and severally **ORDERED** to pay petitioner Alfredo Ani Corcoro, Jr. the following:

1) Permanent and total disability benefits amounting to US $156,816.00;
2) Sickness allowance or sick pay, if the same has not been paid;
3) 10% of the monetary award as attorney's fees.

SO ORDERED.

ROSMARI D. CARANDANG
Associate Justice

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68 CA *rollo*, pp. 126-170.

69 Id. at 136.

70 Id.

71 Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

x x x x

(2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest

x x x x.

WE CONCUR:

MARVIC MARIO VICTOR F. LEONEN
Associate Justice

ALEXANDER G. GESMUNDO
Associate Justice

RODIL V. ZALAMEDA
Associate Justice

SAMUEL H. GAERLAN
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARVIC MARIO VICTOR F. LEONEN
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

DIOSDADO M. PERALTA
Chief Justice

CERTIFIED TRUE COPY

MISAEL DOMINGO C. BATTUNG III
Division Clerk of Court
Third Division

FEB 09 2021