

THIRD DIVISION

[G.R. No. 238612, January 13, 2021]

JEROME I. MARIVELES, PETITIONER, VS. WILHELMSSEN-SMITHBELL* MANNING, INC. AND WILHELMSSEN SHIP MANAGEMENT, LTD., RESPONDENTS.**

DELOS SANTOS, J.:

The Case

In determining whether a disease is compensable, it is enough that there exists a reasonable work connection.^[1] It is sufficient that the hypothesis on which the workmen's claim is based is probable since probability, not certainty is the touchstone.^[2]

This is to resolve the Petition for Review on *Certiorari*^[3] under Rule 45 of the Rules of Court of petitioner Jerome I. Mariveles (Mariveles) that seeks to reverse and set aside the Decision^[4] dated November 27, 2017 and the Resolution^[5] dated April 11, 2018, both of the Court of Appeals (CA) in CA-G.R. SP No. 138754 and prays for the reinstatement of the Decision^[6] dated September 23, 2014 by the Office of the Voluntary Arbitrators (Arbitration Panel) of the National Conciliation and Mediation Board (NCMB) granting Mariveles disability benefits in the amount of US\$ 93,154.00 and 10% thereof as and for attorney's fees.

The Facts

Mariveles was engaged by Wilhelmsen-Smithbell Manning, Inc., and the Wilhelmsen Ship Management, Ltd. (respondents) on April 8, 2013 as Able-Bodied Seaman on board the ship MV "Perseverance" with a basic monthly salary of US\$ 689.00 for nine months, as indicated in the Philippine Overseas Employment Administration (POEA) Contract of Employment. Prior to his deployment on March 19, 2013, Mariveles underwent preemployment medical examination, and the physician's referral slip dated March 19, 2013 indicated that Mariveles had Cardiac Arrhythmia (TET Impression). Respondents then referred Mariveles for 2D Echo with Doppler Study. However, despite such findings, on March 25, 2013, respondents declared Mariveles fit to work, but the physician prescribed maintenance medicines for Mariveles' condition.^[7]

In November 2013, while on board the vessel, Mariveles experienced chest pain, dizziness, difficulty in sleeping and breathing. Mariveles immediately informed his officers of his condition. On November 18, 2013, the ship captain referred Mariveles to a physician at the Canadian Specialist Hospital in Dubai for medical examination and treatment, and the physician diagnosed Mariveles to be suffering from "Coronary Artery Disease; Hyperlipidemia; Leukocytosis and Thrombocythemia; Hyperuricemia; and Hyperparathyroid Gland."^[8] Thereafter, Mariveles was confined in the hospital from November 19, 2013 to November 28, 2013, as indicated in the

Medical Report. After discharge from the hospital, Mariveles was immediately repatriated to the Philippines.^[9] Upon arrival in the Philippines, Mariveles reported to respondents, and he was immediately referred to Marine Medical Services, where Dr. Esther G. Go (Dr. Go) examined and diagnosed Mariveles as suffering from "Coronary Artery Disease; SIP Percutaneous Coronary Intervention of the Right Coronary Artery - Right Posterolateral Branch; Essential Thrombocytosis; Dyslipidemia; and Hyperuricemia."^[10] On February 17, 2014, Dr. Go issued the Medical Certificate^[11] and assessed Mariveles' disability as Grade 7 - moderate residual or disorder. Subsequently, Mariveles consulted Dr. Leonardo Raymundo (Dr. Raymundo), an independent physician, and as indicated in the Medical Certificate dated April 29, 2014 executed by Dr. Raymundo, Mariveles was "unfit to withstand the [rigors] of sea duty."^[12]

Mariveles instituted grievance proceedings at the Associated Marine Officers and Seamen's Union of the Philippines. Thereafter, he requested the referral of the case to the NCMB for mediation conferences. Since the parties failed to settle, the case was elevated to Arbitration Panel, and the Arbitration Panel eventually ordered the submission of the parties' respective pleadings.^[13]

In his Position Paper,^[14] Mariveles enumerated some of his material and substantial duties being an Able-Bodied Seaman which includes "performing navigational [watchkeeping] and gangway [watchkeeping], performing duties of a [lookout] and helmsman; keeping the bridge and the gangway clean, and obey the orders of the deck [officer-in-charge] when carrying out maintenance or using navigation equipment, accessories in rescue boats, lifesaving appliances, pilot ladder, steering gear and other bridge accessories; perform duties assigned and guide ordinary seamen."^[15] Moreover, in his Rejoinder,^[16] Mariveles also asseverated that he had no choice of what to eat on board except those provided on the vessel which consisted mainly of high-fat, high-cholesterol, and low fiber food and that the work of a seafarer is generally strenuous and demanding. Such working conditions and the food provided to them on board surely caused his illness.^[17]

The Arbitration Panel's Ruling

In a Decision^[18] dated September 23, 2014, the Arbitration Panel found Mariveles totally and permanently disabled because of the coronary artery disease he suffered while on board the vessel MV "Perseverance," and granted him disability benefits and attorney's fees. The dispositive portion of the Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered ordering respondents Wilhelmsen-Smith Bell Manning, Inc. and Wilhelmsen Ship Management Ltd., to pay jointly and solidarily, complainant Jerome I. Mariveles, the amount of NINETY[-]THREE THOUSAND ONE HUNDRED FIFTY[-]FOUR US DOLLARS (US\$ 93,154.00) representing total permanent disability benefits, and ten percent (10%) thereof as and for attorney's fees.

All other claims are dismissed for lack of merit.

SO ORDERED.^[19]

On November 13, 2014, respondents filed a Motion for Reconsideration^[20] on the aforementioned Decision.

On December 9, 2014, the Arbitration Panel denied respondents' Motion for Reconsideration for lack of merit.

Not satisfied with the Arbitration Panel's Decision, respondents filed a Petition for Review with the CA.

The CA Ruling

In a Decision^[21] dated November 27, 2017, the CA set aside the Decision issued by the Arbitration Panel and instead, dismissed the complaint filed by Mariveles.

The CA ruled that the Arbitration Panel erred in ruling that Mariveles' illness (Coronary Artery Disease) was work-related.

Under the POEA Standard Employment Contract (POEA-SEC), for a disability to be compensable, two requisites must be present: (1) the injury or illness must be work-related; and (2) the work-related injury or illness must have existed during the term of the seafarer's employment contract.^[22] The absence of any of the elements would not justify a disability award. The CA ruled that even though Mariveles was diagnosed with Coronary Artery Disease, he failed to adduce substantial evidence to show that his illness was work-related.^[23]

Although Section 32-A of POEA-SEC lists heart disease as an occupational disease which is compensable, the mere inclusion of heart disease in the list did not *ipso facto* mean that all heart diseases are workrelated. As clearly defined by the POEA-SEC, a work-related illness refers to "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." To be truly considered as an occupational disease, other than its inclusion under Section 32-A, the claimant must likewise prove that the conditions laid down by said provision are met. Otherwise, the claimed illness cannot be regarded as work-related.^[24]

In this case, Mariveles was not able to prove the existence of the conditions in Section 32-A(II) of POEA-SEC. He did not present clear evidence which could show a reasonable connection that his heart disease was caused by his job as Able-Bodied Seaman. There was no evidence to prove that Mariveles' conditions contributed to the development of the heart disease. In the absence of evidence, the CA ruled that they cannot presume that Mariveles' job as Able-Bodied Seaman had a direct causal connection in the development of his heart disease.^[25]

Furthermore, the CA ruled that the Arbitration Panel erred in ruling that Mariveles was entitled to total and permanent disability benefits under the Collective Bargaining Agreement (CBA). Under Article 20.1.3 of the CBA, disability compensation may be awarded when the disability arose as a result of work-related illness, or from an accident. Since Mariveles failed to substantiate the causal connection between his alleged illness and his job as Able-Bodied Seaman, and since there was no accident in this case, Mariveles was not entitled to disability compensation under the CBA.^[26]

Refusing to concede, on April 27, 2018, Mariveles filed a Petition for Review on Certiorari^[27] under Rule 45 of the Rules of Court raising the following issues:

1. The [CA] committed a serious error of law when it held that petitioner is not entitled to disability compensation as the illness is allegedly not work-related;
2. The [CA] committed grave error of law when it allowed the petition; and
3. Whether or not [Mariveles] is deemed to be totally and permanently disabled.^[28]

On June 20, 2018, the Court issued a Resolution^[29] requiring the respondents to file their Comment within 10 days from notice.

In their Comment,^[30] respondents argued that the Petition should be dismissed for failing to raise questions of law. They alleged that in his Petition, Mariveles has not raised questions of law, but only questions of facts, thus, the Petition must be dismissed outright.^[31]

Respondents also rebutted Mariveles' argument that the CA committed a serious error of law when it held that Mariveles is not entitled to disability compensation as the illness is allegedly not work-related. Respondents emphasized that the company-designated physician categorically opined that Mariveles' illnesses are not work-related. Moreover, Mariveles failed to show the connection between the development of his diagnosed illness and the nature of his job as Able-Bodied Seaman.^[32]

On November 21, 2018, the Court issued a Resolution requiring Mariveles to file a Reply within 10 days from receipt of notice.^[33] On March 6, 2019, Mariveles, through his counsel, received a copy of such Resolution.

In his Reply,^[34] Mariveles submitted that he raised a question of law as there is doubt as to what law is applicable based on the facts presented by the parties especially that the Arbitration Panel and the CA decided on the matter differently. Mariveles also argued that work aggravation of an illness is considered compensable under the POEA-SEC. Mariveles cited *More Maritime Agencies v. National Labor Relations Commission*,^[35] wherein the Court stated that compensability of an ailment does not depend on whether the injury or disease was pre-existing at the time of the employment, but rather if the disease or injury is work-related and aggravated his condition. Finally, Mariveles alleged that the CA committed grave error of law when it allowed respondents to belatedly file their petition before the CA. The petition, being filed out of time, is a mere scrap of paper and deserved no consideration at all. Hence, the CA's act of allowing the Petition amounted to grave abuse of discretion without or in excess of jurisdiction.

The Court's Ruling

The fundamental issue that the Court must resolve is whether Mariveles is entitled to total and permanent disability benefits.

Preliminarily, it must be emphasized that this Court is not a trier of facts and as general rule, only questions of law raised via a Petition for Review under Rule 45 of the Rules of Court are reviewable by this Court.^[36] Factual findings of administrative

or quasi-judicial bodies, including labor tribunals, are accorded much respect by this Court as they are specialized to rule on matters falling within their jurisdiction especially when these are supported by substantial evidence.^[37] The rule, however, is not ironclad and a departure therefrom may be warranted where the findings of fact of the CA are contrary to the findings and conclusions of the trial court or quasi-judicial agency, as in this case.^[38] Thus, the Court is constrained to review and resolve the factual issue in order to settle the controversy.

The present case before us involves the claim for permanent and total disability benefits of a seafarer, Mariveles. Mariveles argues that contrary to the findings of the CA, his illness is work-related and therefore, he is entitled to total and permanent disability benefits.

He is.

The entitlement of an overseas seafarer to disability benefits is governed by law, the employment contract, and the medical findings.^[39] By law, the seafarer's disability benefits claim is governed by Articles 197 to 199 (formerly Articles 191 to 193), under Chapter VI (Disability Benefits), Book IV of the Labor Code, in relation to Rule X of the Rules and Regulations Implementing Book IV of the Labor Code.^[40] By contract, it is governed by the employment contract which the seafarer and his employer/local manning agency executed prior to employment, and the applicable POEA-SEC that is deemed incorporated in the employment contract. Lastly, the medical findings of the company-designated physician, the seafarer's personal physician, and those of the mutually-agreed third physician, pursuant to the POEA-SEC, govern.^[41] In this case, Mariveles executed his employment contract with respondents during the effectivity of the 2010 POEA-SEC; hence, its provisions are applicable and should govern their relations.

Before we discuss the merits of this case, there is a need to elucidate certain concepts relevant to a seafarer's compensation. The Court emphasizes that there exists a fine line between the work-relatedness of an illness and the matter of compensability. The former concept merely relates to the assumption that the seafarer's illness, *albeit* not listed as an occupational disease, may have been contracted during and in connection with one's work, whereas compensability pertains to the entitlement to receive compensation and benefits upon as showing that his work conditions caused or at least increased the risk of contracting the disease.^[42]

In *Romana v. Magsaysay Maritime Corporation*,^[43] the Court clarified the confusion between work-relatedness and compensability. To wit:

To address this apparent confusion, the Court thus clarifies that there lies a technical demarcation between work-relatedness and compensability relative to how these concepts operate in the realm of disability compensation. As discussed, work-relatedness of an illness is presumed; hence, the seafarer does not bear the initial burden of proving the same. Rather, it is the employer who bears the burden of disputing this presumption. If the employer successfully proves that the illness suffered by the seafarer was contracted outside of his work (meaning, the illness is pre-existing), or that although the illness is pre-existing, none of the conditions of his work affected the risk of contracting or aggravating such