

FIRST DIVISION

[G.R. No. 116354. December 4, 1997]

HEIRS OF THE LATE R/O REYNALDO ANIBAN represented by BRIGIDA P. ANIBAN, *petitioners*, vs. NATIONAL LABOR RELATIONS COMMISSION, PHILIPPINE TRANSMARINE CARRIERS, INC., NORWEGIAN SHIP MANAGEMENT, INC. A/S, and PIONEER INSURANCE AND SURETY CORPORATION, *respondents*.

DECISION**BELLOSILLO, J.:**

BRIGIDA P. ANIBAN representing the heirs of the late Reynaldo Aniban assails the decision of the National Labor Relations Commission (NLRC), ^[1] reversing that of the Philippine Overseas Employment Administration (POEA) which ruled that myocardial infarction was an occupational decease in the case of radio operator Reynaldo Aniban and awarded, aside from attorney's fees of US\$6,700.00, a total of US\$67,000.00 in death benefits to his heirs: US\$13,000.00 for death benefits under the POEA Standard Employment Contract; US\$30,000.00 for death benefits under the Collective Bargaining Agreement; and, US\$24,000.00 as additional compensation for his three (3) children under eighteen (18) years of age at US\$8,000.00 each, ^[2] as well as denying the motion for its reconsideration. ^[3]

Reynaldo Aniban was employed by the Philippine Transmarine Carriers, Inc. (TRANSMARINE) acting in behalf of its foreign principal Norwegian Ship Management A/S (NORWEGIAN) ^[4] as radio operator (R/O) on board the vessel "*Kassel*" for a contract period of nine (9) to eleven (11) months. On 26 June 1992, or during the period of his employment, R/O Aniban died due to *myocardial infarction*. ^[5] He was survived by a pregnant wife and three (3) minor children who prayed for death benefits provided under par. (1) of the POEA Standard Employment Contract thus -

1. In case of death of the seaman during the term of his contract, the employer shall pay his beneficiaries the Philippine currency equivalent to the amount of: x x x x b. US\$13,000.00 for other officers including radio operators and master electricians.

A claim was also made for additional death benefits under the Collective Bargaining Agreement executed between Associated Marine Officers and Seamen's Union of the Philippines and NORWEGIAN represented by TRANSMARINE, to wit:

Article 11

Compensation for loss of Life

Death caused by an Occupational Injury or Disease. - In the event of death of an officer due to an occupational injury or disease while serving on board, while travelling to and from the vessel on Company's business or due to marine peril, the Company will pay his beneficiaries a

compensation in accordance with the POEA's rules and regulations x x x x It is agreed that these beneficiaries will be the following next of kin: The officer's spouse, children or parents in this preferential order.

The company will pay an additional compensation to the beneficiaries listed above with same preferential order to that compensation provided by the POEA Rules and Regulations. The additional compensation will be US\$30,000.00 plus US\$8,000.00 to each child under the age of eighteen (18) years, maximum US\$24,000.00 (not exceeding 3 children).

The claim was granted only to the extent of US\$13,000.00 provided under the POEA Standard Employment Contract. The claim under the CBA was rejected on the ground that *myocardial infarction* of which R/O Aniban died was not an occupational disease as to entitle his heirs to the additional death benefits provided therein. Consequently, Brigida Aniban and her children filed a formal complaint for non-payment of death compensation benefits under the CBA. [6]

On 11 January 1994 the POEA ruled that *myocardial infarction* was an occupational disease in the case of R/O Aniban and granted the prayer of his heirs for payment of death benefits under the POEA Standard Employment Contract as well as under the Collective Bargaining Agreement plus attorney's fees of US\$6,700.00 equivalent to 10% of the total award. [7]

On appeal, however, the NLRC reversed the POEA and denied the claim for additional death benefits on the ground that it was the Employees Compensation Commission (ECC) which had original and exclusive jurisdiction to hear and determine the claim for death benefits. [8] A motion to reconsider the decision of the NLRC was denied; hence, this petition by the heirs of R/O Reynaldo Aniban.

Two issues are raised before us: (a) whether the POEA has jurisdiction to determine the claim of petitioners for death benefits, and (b) whether *myocardial infarction* is an occupational disease as to entitle petitioners to the death benefits provided under the CBA.

It must be stated at the outset that the proper issue raised before us is that dealing with the jurisdiction of the POEA to resolve the claim for additional death benefits since the NLRC denied the claim on this sole ground. However, we are likewise addressing the second issue, *i.e.*, merits of the claim, to afford the parties the relief they seek and prevent further needless delay in the resolution thereof.

On the issue of jurisdiction, it is not disputed that R/O Reynaldo Aniban was a Filipino seaman and that he died on board the vessel of his foreign employer during the existence of his employment contract, hence, this claim for death benefits by his widow and children.

The law applicable at the time the complaint was filed on 13 November 1992 was Art. 20 of the Labor Code as amended by E. O. Nos. 797 [9] and 247 [10] which clearly provided that "original and exclusive jurisdiction over all matters or cases including money claims, involving employer-employee relations, arising out of or by virtue of any law or contract involving Filipino seamen for overseas employment is vested with the POEA. [11]

On the other hand, the jurisdiction of the ECC comes into play only when the liability of the State Insurance Fund is in issue, as correctly suggested by the Solicitor General. The ECC was created under Title II, Bk. IV, of the Labor Code with the heading of *Employees Compensation and State Insurance Fund*. In addition to its powers and duties enumerated in Art. 177, Art. 180 explicitly provides that the Commission exercises appellate jurisdiction only over decisions rendered by either the Government Service Insurance System (GSIS) or Social Security System (SSS) in the exercise of their respective original and exclusive jurisdictions. Hence, the ECC may not be considered as having jurisdiction over money claims, albeit death compensation benefits, of overseas contract workers. Thus, in so ruling, the NLRC clearly committed grave

abuse of discretion.

As regards the second issue, *i.e.*, whether the death of Reynaldo Aniban due to *myocardial infarction* is compensable, the POEA ruled in the affirmative when it likened the infirmity to a "heart attack" commonly aggravated by pressure and strain. It was observed that R/O Aniban, in addition to undergoing physical exertion while performing his duties as radio operator, was also exposed to undue pressure and strain as he was required to be on call twenty-four (24) hours a day to receive/transmit messages and to keep track of weather conditions. Such pressure and strain were aggravated by being away from his family, a plight commonly suffered by all seamen. In the case of R/O Aniban, the separation was particularly distressful as his pregnant wife was due to deliver their fourth child. Hence, the POEA ruled that *myocardial infarction* was an occupational disease.

We cannot rule otherwise. Reynaldo Aniban was healthy at the time he boarded the vessel of his foreign employer. His medical records reveal that he had no health problem except for a "defective central vision secondary to injury." ^[12] Hence, he was certified "fit to work as radio operator" by the examining physician. However, R/O Aniban died three (3) months after he boarded "*Kassel*" due to *myocardial infarction*. As aforesaid, the POEA ruled that the cause of death could be considered occupational. Being a factual finding by the administrative agency tasked with its determination, such conclusion deserves respect and must be accorded finality. ^[13] Besides we have already repeatedly ruled that death due to *myocardial infarction* is compensable. ^[14] In *Eastern Shipping Lines, Inc. v. POEA*, ^[15] although compensability was not the main issue, we upheld the decision of the POEA adjudging as compensable the death of a seaman on board the vessel of his foreign employer due to *myocardial infarction*.

Although it may be conceded in the instant case that the physical exertion involved in carrying out the functions of a radio operator may have been quite minimal, we cannot discount the pressure and strain that went with the position of radio operator. As radio operator, Reynaldo Aniban had to place his full attention in hearing the exact messages received by the vessel and to relay those that needed to be transmitted to the mainland or to other vessels. We have already recognized that any kind of work or labor produces stress and strain normally resulting in the wear and tear of the human body. ^[16] It is not required that the occupation be the only cause of the disease as it is enough that the employment contributed even in a small degree to its development. ^[17]

It must be stressed that the strict rules of evidence are not applicable in claims for compensation considering that probability and not the ultimate degree of certainty is the test of proof in compensation proceedings. ^[18]

It is a matter of judicial notice that an overseas worker, having to ward off homesickness by reason of being physically separated from his family for the entire duration of his contract, bears a great degree of emotional strain while making an effort to perform his work well. The strain is even greater in the case of a seaman who is constantly subjected to the perils of the sea while at work abroad and away from his family. In this case, there is substantial proof that *myocardial infarction* is an occupational disease for which Aniban's employer obligated itself to pay death benefits and additional compensation under the CBA in the event of the demise of its employee by reason thereof.

On the award of attorney's fees which NLRC deleted on the ground that there was no unlawful withholding of wages, suffice it to say that Art. 111 of the Labor Code does not limit the award of attorney's fees to cases of unlawful withholding of wages only. What it explicitly prohibits is the award of attorney's fees which exceed 10% of the amount of wages recovered. Thus, under the circumstances, attorney's fees are recoverable for the services rendered by petitioner's counsel to compel Aniban's employer to pay its monetary obligations under the CBA.

However the amount of ₱50,000.00 claimed as attorney's fees in this case is the reasonable compensation based on the records and not the maximum 10% of the total award as granted by POEA. The reduction of unreasonable attorney's fees is within our regulatory powers. ^[19]

WHEREFORE, the assailed Decision and Resolution of the National Labor Relations Commission are REVERSED and SET ASIDE.

The Decision of the Philippine Overseas Employment Administration dated 10 January 1994 ordering respondents Philippine Transmarine Carriers, Inc., Norwegian Ship Management A/S, and Pioneer Insurance and Surety Corporation jointly and severally to pay the heirs of the late R/O Reynaldo Aniban represented by his widow Brigida P. Aniban the following amounts in Philippine currency at the prevailing rate of exchange at the time of payment: (a) US\$13,000.00 for death benefits in accordance with POEA Standard Employment Contract; (b) US\$30,000.00 death benefits under the Collective Bargaining Agreement; (c) US\$24,000.00 additional compensation for the three (3) children under 18 years of age at US\$8,000.00 each; and, (d) US\$6,700.00 for attorney's fees, is REINSTATED and ADOPTED herein, with the MODIFICATION that the award of US\$6,700.00 or its equivalent in Philippine currency for attorney's fees is reduced to ₱50,000.00, with costs against private respondents.

SO ORDERED.

Davide, Jr. (Chairman), Vitug, and Kapunan, JJ., concur.

^[1] *Rollo*, pp. 8-14.

^[2] *Id.*, pp. 49-54.

^[3] *Id.*, p. 23.

^[4] *Id.*, p. 55.

^[5] Original Records, p. 124.

^[6] POEA Case No. (M) 92-11-1658.

^[7] The beneficiaries prayed only for ₱50,000.00 for attorney's fees.

^[8] See Note 1.

^[9] E.O. No. 797 is entitled "*Reorganizing the Ministry of Labor and Employment, Creating the Philippine Overseas Employment Administration, and For Other Purposes*," issued on 1 May 1982.

^[10] E.O. No. 247 is entitled "*Reorganizing the Philippine Overseas Employment Administration and for Other Purposes*," issued on 24 July 1987.

^[11] RA No. 8042, otherwise known as the "*Migrant Workers and Overseas Filipinos Act of 1995*," approved 7 June 1995, conferred upon the Labor Arbiters of the NLRC original and exclusive jurisdiction over money claims of Filipino workers for overseas deployment. However, it is not a curative statute as to affect jurisdiction over cases filed prior to its effectivity (See *Erectors, Inc. v. NLRC*, G.R. No. 104215, 8 May 1996, 256 SCRA 629).

^[12] Original Records, p. 51.

^[13] *Molave Tours Corporation v. NLRC*, G.R. No. 112909, 24 November 1995, 250 SCRA 325, 331; *Philippine National Construction Corporation (PNOC) v. NLRC*, G.R. No. 112629, 7 July 1995, 245 SCRA 668, 675; *Capitol Industrial Construction Groups v. NLRC*, G. R. No. 105359, 22 April 1993, 221 SCRA 469, 475; *San Miguel Corporation v. Javate, Jr.*, G.R. No. 54244, 27 January 1992, 205 SCRA 469, 475.

^[14] *Tibulan v. Inciong*, No. L-48576, 11 August 1989, 176 SCRA 316; *San Valentin v. Employees' Compensation Commission*, G. R. No. 56909, 2 November 1982, 118 SCRA 160; *Cortes v. Employees' Compensation Commission*, No. L-47503, 30 October 1978, 86 SCRA 140; *Sepulveda v. Employees' Compensation Commission*, No. L-46290, 25 August 1978, 84 SCRA 770.

[\[15\]](#) G. R. No. 77828, 8 February 1989, 170 SCRA 54.

[\[16\]](#) *Panangui v. Employees' Compensation Commission*, G. R. No. L-56259, 18 March 1983, 121 SCRA 65, 70.

[\[17\]](#) *Abana v. Quisimbing*, No. L-23489, 27 March 1968, 22 SCRA 1278, 1282.

[\[18\]](#) *NFD International Manning Agents, Inc., v. NLRC*, G.R. No. 107131, prom. 31 March 1997 citing *Better Buildings, Inc. v. Pucan*, 135 SCRA 62 [1985]; see also *San Valentin v. Employees' Compensation Commission*, G. R. No. 56909, 2 November 1982, 118 SCRA 160, 163.

[\[19\]](#) *Taganas v. NLRC*, G.R. No. 118746, 7 September 1995, 248 SCRA 133, 137.