

SECOND DIVISION

NYK-FIL SHIP MANAGEMENT INC., and/or JOSEPHINE J. FRANCISCO and TMM CO. LTD, TOKYO, JAPAN, Present:

Petitioners,

QUISUMBING, *Acting CJ.,*
Chairperson,
CARPIO MORALES,
TINGA,
VELASCO, JR., and
BRION, *JJ.*

- versus -

ALFONSO T. TALAVERA,
Respondent.

Promulgated:
November 14, 2008

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D E C I S I O N

CARPIO MORALES, J.:

Alfonso T. Talavera (respondent) entered into a nine-month contract of employment with petitioner NYK-Fil Ship Management, Inc. (NYK-Fil) and/or Josephine J. Francisco, acting for and in behalf of petitioner TMM Co., Ltd. Tokyo, Japan, as a fitter on board the *M.T. Tachiho* vessel. As a fitter, he performed repair and maintenance and welding works which called for him to move heavy equipment and materials.

After respondent started working in June 2003, he, on several occasions, felt slight pains in his back and other parts of his body. He thus had frequent consultations with the ship medical officer who gave him analgesics. The pain persisted and became more severe as it radiated to his feet, hence, he consulted a clinic in Oman on August 16, 2003 and was diagnosed to have ureteric colic with urinary tract infection.

The following day or on August 17, 2003, respondent was repatriated to the Philippines following which he consulted the Sachly International Health Partners, Inc. (SHIP), a company-designated clinic, which diagnosed him to have lumbar strain with plantar fasciitis and urinary tract infection.

Respondent thus went through daily physical rehabilitation therapy. After undergoing a Magnetic Resonance Imaging (MRI) and other tests, he was finally diagnosed to have chronic bilateral L6 radiculopathies probably secondary to a lumbar canal and motility-like dyspepsia. He was later deemed fit to resume sea duties by specialists of the SHIP.^[1]

Respondent sought a second opinion from an orthopedic expert who diagnosed him to have lumbar spondylopathy, lumbar disk protrusion, L5-S1 and declared him unfit for further sea duties.^[2] The doctor recommended a partial permanent disability with Grade 8 impediment based on the Philippine Overseas Employment Administration (POEA) Contract.^[3]

Respondent thereupon sought to claim illness allowance and disability benefits from petitioners. His claim was denied in view of the declaration by the company-designated physicians that he was fit to work, drawing respondent to file a complaint^[4] against petitioners, docketed as NLRC-NCR Case No. (M) 04-05-01242-00, for disability benefits, illness allowance, damages and attorneys fees, invoking Sections 1 and 3 of Article XXI of the Collective Bargaining Agreement (CBA) between the All Japan Seamens Union/Associated Marine Officers and Seamens Union of the Philippines and Global Marine Co., Ltd. as well as Sections 20 (B) (3) and 20 (B) (6) of the POEA Standard Employment Contract.^[5]

By Decision^[6] of June 28, 2005, the Labor Arbiter, finding that respondent was not yet fit to perform his usual task as fitter and noting that he had been declared unfit for further sea duty, awarded him 100% compensation as disability benefit in the amount of \$88,000 inclusive of attorneys fees. It denied, however, his prayer for illness allowance and damages, such allowance having already been paid and the claim for damages not having been justified.^[7]

Petitioners alleged to have received the Labor Arbiters decision on July 13, 2005 and thus had until July 23, 2005 to file their memorandum on

appeal. July 23, 2005 being a Saturday and the following Monday, July 25, 2005, being a special non-working holiday, petitioners filed their Memorandum on Appeal^[8] on July 26, 2005 before the National Labor Relations Commission (NLRC).

The NLRC dismissed petitioners appeal for having been filed out of time, ^[9] it finding that per Registry Receipt address[ed] to [petitioners counsel], copy of the Labor Arbiters decision was received by them on July 12, 2005, hence, the ten (10) day reglementary period within which to perfect an appeal was up to July 22, 2005.

Petitioners filed a Motion for Reconsideration of the NLRC order, their counsel contending that:

x x x The aforementioned decision by the Labor Arbiter was received by the Makati Central Post Office on 12 July 2005 but the same was not delivered to the undersigned law office until 13 July 2005 by Letter Carrier JACOB ZETA. Attached hereto as Annex A is a certification issued by Ms. Emily A. Gianan, Chief, Administrative Unit of the Makati Central Post Office stating that the records of their office reflect the undersigneds manifestation that the decision was received by JANICE CANTALopez [of the office of petitioners counsel] on 13 July 2005, as stated in [petitioners] Memorandum on Appeal dated 26 July 2005.

As the Honorable Commission is well aware, 25 July 2005 was declared a special non-working holiday. Thus, the filing by the Respondents-Appellants of their Memorandum on Appeal on the next working day, 26 July 2005, was timely and indubitably within the reglementary period. ^[10] (Underscoring supplied)

The NLRC denied petitioners Motion for Reconsideration by Resolution of January 31, 2006, declaring that:

x x x [T]he appeal was filed out of time based on the Registry Return Receipt returned by the Post Office to this Commission, which forms part of the records of the case showing that a copy of the decision was **received by respondents[] counsel on July 12, 2005**, and not on July 13, 2005 as alleged in respondents Motion for Reconsideration. The certification of Ms. Emily A. Gianan of the Makati Central Post office cannot invalidate the same official Registry Return Receipt that the very same post office sent back to this Commission showing the date of receipt by respondents[] counsel as July 12, 2005 on the face thereof. ^[11] (Emphasis and underscoring supplied)

Petitioners thereupon filed a Petition for Certiorari before the Court of Appeals,^[12] their counsel alleging that:

x x x Upon being confronted with the registry return card after the denial of Petitioners Motion for Reconsideration by Public Respondent, Ms. Cantalopez [of the office of petitioners counsel] realized that she had inadvertently and mistakenly entered the date 12 and not 13. She had actually received the decision of the Labor Arbiter on 13 July 2005 and had later that same day recorded that date accurately on the undersigneds copy of the Decision and in an incoming logbook, along with other incoming correspondences addressed to the undersigned law firm, before routing these to the appropriate attorneys, as is the Firms standard practice and internal operating procedure. This may be considered as akin to a mere typographical error and should not be given the extreme punishment of dismissal of Petitioners Appeal. x x x^[13] (Underscoring supplied)

Attached to the petition was the affidavit of Cantalopez of the office of petitioners counsel and a copy of the pertinent page of the logbook of the same office^[14] reflecting the receipt on July 13, 2005 of the Labor Arbiters decision.

The Court of Appeals dismissed the petition for, *inter alia*, failure to show that Marcelo R. Raenes (Raeses), Vice President of petitioner NYK-FIL Ship Management who signed the verification and certification of non-forum shopping, was authorized to sign for and in behalf of the said company.^[15] Petitioners filed a Motion for Reconsideration,^[16] attaching a copy of the Board Resolution of NYK-Fil Ship Management, Inc. authorizing Raeses to sign the required verification and certification at any stage of the subject case. Their motion was denied,^[17] hence, the present Petition^[18] raising the sole issue of:

WHETHER A TOTALLY NEW BOARD RESOLUTION AUTHORIZING A CORPORATE OFFICER TO SIGN THE VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING IS SPECIFICALLY REQUIRED IN THE FILING OF A PETITION FOR REVIEW ON CERTIORARI UNDER RULE 65, BEFORE THE COURT OF APPEALS, EVEN IF A PREVIOUS BOARD RESOLUTION HAD ALREADY BEEN ISSUED IN FAVOR OF THE VERY SAME CORPORATE OFFICER AUTHORIZING HIM TO SIGN FOR AND IN BEHALF OF THE COMPANY AT ANY STAGE OF THE CASE.^[19]

Annexed to the petition is a Secretarys Certificate attesting to the conduct of a special meeting of the Board of Directors of petitioner NYK-Fil Ship Management, Inc. in which said petitioner is now ratifying the actions of its Vice

President Raeses and submit such ratification to this Honorable Supreme Court.
[\[20\]](#)

The law allows a corporation to ratify the unauthorized acts of its corporate officer.[\[21\]](#) With the ratification by petitioner NYK-Fil of Raeses accomplishing of the verification and certification of non-forum shopping which accompanied petitioners petition for certiorari before the Court of Appeals, said petitioner had substantially complied with the requirements of the law. Any defect in the signing of the verification and certification of non-forum shopping is thus deemed cured. If this Court had, in some instances, allowed the belated filing of the certification against forum shopping, or even excused the non-compliance therewith, this Court *a fortiori* should allow the timely submission of such requirements, albeit the proof of the authority of the signatory was put forward only after.[\[22\]](#)

While the normal course of action would be to remand the case to the appellate court for decision on the merits, it is well within the conscientious exercise of this Courts broad review powers to choose to render judgment on the merits, all material facts having been duly laid before it as would buttress its ultimate conclusion, in the public interest and for the expeditious administration of justice.

Petitioners insist that they received notice of the Labor Arbiters decision on July 13, 2005 and not on July 12, 2005 as indicated by their counsels employee Cantalopez in the Registry Return Card. It is a generally accepted rule that when service is made by registered mail, the service is deemed complete and effective upon actual receipt by the addressee as shown by the Registry Return Card.[\[23\]](#) Between the Registry Return Card on one hand, and the Certification issued by Ms. Emily A. Gianan, Chief, Administrative Unit of the Makati Central Post Office that copy of the Labor Arbiters decision was served on petitioners counsel on July 13, 2005 and the entry of petitioners counsels office logbook stating that copy of the decision was received on July 13, 2005, on the other, the Registry Return Card commands more weight.[\[24\]](#) The Registry Return Card is considered as the official record of the NLRC. It is presumed to be accurate, unless proven otherwise, unlike a written record or note of a party which is often self-serving and easily fabricated.[\[25\]](#)

Nevertheless, this Court deems it proper to relax procedural rules in the interest of substantial justice^[26] in view of the partial merit of petitioners appeal before the NLRC.

Before the NLRC petitioners raised the following issues:

I

WHETHER THE COMPLAINANT-APPELLEE IS ENTITLED TO DISABILITY BENEFITS, DESPITE THE FACT THAT THE COMPANY-DESIGNATED PHYSICIAN HAD ASSESSED HIM AS FIT TO RESUME SEA DUTIES.

II

WHETHER THE COMPLAINANT-APPELLEE IS ENTITLED TO DISABILITY BENEFITS, DESPITE THE FACT THAT HIS ILLNESS OR INJURY IS NOT WORK-RELATED.

III

WHETHER THE COMPLAINANT-APPELLEE IS ENTITLED TO DISABILITY BENEFITS, DESPITE THE FACT THAT HIS ILLNESS OR INJURY WAS NOT CAUSED BY AN ACCIDENT.

IV

WHETHER COMPLAINANT-APPELLEE IS ENTITLED TO ATTORNEYS FEES.^[27]

Respecting petitioners argument that a company-designated physician declared respondent fit to resume sea duties, the right of a seafarer to seek a second opinion is recognized by the POEA Standard Employment Contract of 2000, the CBA governing the relationship between petitioners and respondent, and jurisprudence.

Section 20 (B) (3) of the POEA Standard Employment Contract of 2000 provides:

SECTION 20. COMPENSATION AND BENEFITS FOR INJURY AND ILLNESS

The liabilities of the employer when the seafarer suffers work-related injury or illness during the term of his contract are as follows:

X X X X

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 period is deemed as compliance. Failure of the seafarer to comply with the mandatory reporting requirement shall result in his forfeiture of the right to claim the above benefits.

If a doctor appointed by the seafarer disagrees with the assessment, a third doctor may be agreed jointly between the Employer and the seafarer. The third doctors decision shall be final and binding on both parties. (Emphasis and underscoring supplied)

This provision substantially incorporates the 1996 POEA Standard Employment Contract. Passing on the 1996 POEA Standard Employment Contract, this Court held that [w]hile it is the company-designated physician who must declare that the seaman suffers a permanent disability during employment, it does not deprive the seafarer of his right to seek a second opinion, hence, the Contract recognizes the prerogative of the seafarer to request a second opinion and, for this purpose, to consult a physician of his choice.^[28]

The CBA governing the relationship between petitioners and respondent contains provisions similar to the aforecited provision of the POEA Standard Employment Contract of 2000, thus:

SECTION 2. The disability suffered by the Seafarer shall be determined by a doctor appointed by the Company, and the Company shall provide disability compensation to the Seafarer in accordance with the percentage specified in the table below which is appropriate to this disability.

X X X X

SECTION 5. If a doctor appointed by the Union disagrees with the assessment of the Company doctor in SECTION 2, 3, or 4, a third doctor shall

be mutually agreed between the Company and the Union, and the decision of this doctor shall be binding on both parties.^[29]

From the following findings of respondents physician, respondent is entitled to the benefits under the POEA Standard Employment Contract of 2000:

IMPRESSION:

Lumbar spondylopathy
Lumbar disc protrusion, L5-S1

Mr. Talaveras back pain has improved since his physical therapy. However, he still experiences pain and discomfort with exertion. He also now has started to complain of numbness that radiates down his thighs. His diagnostic tests are significant for degenerative changes and disc protrusion which are conditions due to wear and tear. That is, with more exposure to activities producing back stress, more injuries, and disability are to be expected. He has lost his pre-injury capacity, and I now recommend a ***partial permanent disability*** with ***Grade 8 Impediment*** based on the POEA contract. He is ***UNFIT*** for further sea duties.

X X X X

Degenerative disc disease is a wear and tear condition and is associated with degenerative changes in the articular cartilage. In the vertebral column, the facet joints are involved. A single episode of trauma may not initially be significant, but repeated trauma, such as excessive and strenuous physical activities may play a role.

Through degeneration, wear and tear or trauma, the annulus fibrosus containing the soft disc material (nucleus pulposus) may tear. This results in protrusion of the disc or even extrusion of disc material into the spinal canal or neural foramen. In addition, the nerve fibers of the affected root are also compressed and this situation leads to radiculopathy in the appropriate muscles. When the nerve roots become compressed, the herniated disc becomes significant. The most common complaint in patients with a herniated disc is that of severe low back pain developing immediately or within a few hours after an injury.

The mainstay of therapy for a herniated lumbar disc is conservative treatment, that is, nonsurgical. The mechanism of injury is often an episode of trauma or a continued mechanical stress of postural or occupational type. Therefore, torsional stresses on the back, and activities such as lifting and repetitive bending should be avoided. The more these patients do, the more they hurt.

Prolonged relief is less likely if no permanent modification in the patients activities is made. Over time, as the patient resumes his normal work of

increased loading, twisting, or bending and extension of the back, the patient exposes himself to dangers of enhancing the herniated disc to a more severe form.

Mr. Talavera should therefore refrain from activities producing torsional stress on the back and those that require repetitive bending and lifting. His symptoms are also heightened by prolonged sitting and standing. His functional capacity has diminished making it unsafe for him to work at his previous occupation. He is ***UNFIT*** to resume his sea duties.^[30] (Emphasis in the original; underscoring supplied)

Petitioners argue, however, that respondents injury or illness is not work-related.^[31] They rely on their designated physicians Reply to Medical Query, stating that respondents conditions could also be attributed to age, genetics, weight, bone diseases, infections, and unknown factors.^[32] They also call attention to Article XXI, Section 1 of the CBA which requires that disability be the result of an accident to be compensable.^[33]

Indeed, under Section 1 of the CBA which reads:

SECTION 1: A Seafarer who suffers permanent disability as a result of an accident, regardless of fault but excluding injuries caused by a Seafarers willful act, whilst in the employment of the Company, including accidents occurring while traveling to or from the Ship, and whose ability to work is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of the Agreement. The copy/ies of the medical certificate and other relevant medical reports shall be made available by the Company to the Seafarer,^[34]

disability must be the result of an accident to be compensable.

There is no proof that respondent incurred disability as a result of an accident. Neither is there proof, however, that, following Section 3 of Article XXI of the CBA which reads:

x x x x

SECTION 3: Permanent Medical Unfitness A Seafarer whose disability, in accordance with SECTION 1, is assessed at 50% or more under the attached APPENDIX B shall, for the purpose of this section be regarded as permanently unfit for further sea service in any capacity and entitled to 100% compensation, i.e. US\$80,000 for officers and ratings above AB and US\$60,000 for ratings, AB and below. Furthermore, any Seafarer assessed at less than 50% disability under the Contract but certified as permanently unfit

for further sea service in any capacity by the Company doctor, shall also be entitled to 100% compensation^[35] (Underscoring supplied),

respondent had a rating above AB and that his disability was assessed at 50% or more under Appendix B of the CBA to merit the award of 100% compensation or \$80,000 disability benefit and 10% thereof or \$8,000 attorneys fees.

For disability to be compensable under Section 20 (B) of the 2000 POEA Standard Employment Contract, it must be the result of a work-related injury or illness,^[36] unlike the 1996 POEA Standard Employment Contract in which it was sufficient that the seafarer suffered injury or illness during the term of his employment.^[37] The 2000 POEA Standard Employment Contract defines work-related injury as injury(ies) resulting in disability or death arising out of and in the course of employment and work-related illness as 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.

In *More Maritime Agencies, Inc. v. NLRC*,^[38] this Court, noting that the therein private respondents job required him to enter a manhole accessible only in a crouching position and carry a 20-liter canister to collect carbon, mud, and oil deposited inside the cylinders of the ships air trunk,^[39] found that his chronic low back pain, which indicated a slipped disc, was work-related. This Court, addressing the therein petitioners argument that the therein respondents chronic low back pain was due to a pre-existing condition, expounded on the nature of a work-related injury or illness:

x x x 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** or **aggravated** his condition. It is indeed safe to *presume* that, at the very least, the arduous nature of Hormicilladas employment had contributed to the aggravation of his injury, if indeed it was pre-existing at the time of his employment. Therefore, it is but just that he be duly compensated for it. It is not necessary, in order for an employee to recover compensation, that he must have been in perfect condition or health at the time he received the injury, or that he be free from disease. Every workman brings with him to his employment certain infirmities, and while the employer is not the insurer of the health of his employees, he takes them as he finds them, and assumes the risk of having a weakened condition aggravated by some injury which might not hurt or bother a perfectly normal, healthy person.^[40] (Underscoring, emphasis, and italics supplied)

In the case at bar, a reasonable connection between the respondents injuries and the nature of his job has been established. Thus, as in the above cited case, it is safe to **presume** that the arduous nature of the respondents job caused the respondents illness or at least aggravated any pre-existing condition he might have had, and is thus work-related.

The earlier-quoted findings of respondents physician indicate that repeated trauma such as excessive and strenuous physical activities may play a role in producing back stress, more injuries and disability, hence, his advice for respondent to refrain from activities producing torsional stress on the back and those that require repetitive bending and lifting as he is UNFIT to resume his sea duties.

Petitioners physician herself stated that among the causes of respondents conditions are trauma, biomechanical stress, and repeated motion on a joint. ^[41] Her observation that there was no overt and direct assault or physical injury that may have contributed to the MRI findings of Mr. Talaveras lumbar spine ^[42] and petitioners argument that no record of an accident was presented ^[43] do not persuade. As respondents physician explained, A single episode of trauma may not initially be significant, but repeated trauma, such as excessive and strenuous physical activities may play a role. ^[44]

In their Reply ^[45] to respondents Position Paper, petitioners did not contest or disprove respondents claim that prior to June 2003, he had concluded three contracts with them and that every time he was scheduled for deployment, he was subjected to medical examination by petitioners designated physician and had always been declared fit to work. ^[46] Petitioners failed too to refute, respondents following claims:

Complainant Talavera as Fitter performed repair and maintenance works, like hydraulic line return and other supply lines of the vessel; he did all the welding works and assist[ed] the First and Second Engineer during overhauling works of generators, engines and others [*sic*] engineering works as directed by lifting, carrying, pushing, pulling and moving heavy equipment and materials and constantly performed overtime works because the ship was old and always repair jobs are almost anywhere inside the vessel. He found himself with very few hours rest period.

On several occasions due to his excessive arduous and stressful, both physical and mental works, he felt slight pains in his back and other parts of his body, [b]ut ignored the same due to the demands of his works and because

his superiors are very strict with regards to [the] time table in a given task.
^[47] (Underscoring supplied)

Undoubtedly then, respondent is, under the 2000 POEA Standard Employment Contract, entitled to compensation. His disability benefit, on account of the priorly stated partial permanent disability with Grade 8 Impediment based on the 2000 POEA Standard Employment Contract, computed in accordance with Section 20 (B) (6)^[48] *vis a vis* Section 32^[49] of the 2000 Standard Employment Contract, thus:

US\$50,000 x 33.59%

amounts to US\$16,795. The attorneys fees awarded by the labor arbiter equivalent to ten percent (10%) of the judgment award^[50] is thus reduced to US\$1,679.50.

WHEREFORE, the assailed Resolutions of the Court of Appeals dated May 19, 2006 and December 4, 2006 are **SET ASIDE**.

The Decision of the Labor Arbiter dated June 28, 2005 is **AFFIRMED** with **MODIFICATION**. The disability benefit awarded to the respondent Alfonso T. Talavera is reduced to US\$16,795 in accordance with Section 20 (B) (6) *vis a vis* Section 32 of the 2000 Philippine Overseas Employment Administration Standard Terms and Conditions Governing the Employment of Seafarers on Board Ocean Going Vessels, as amended by Department Order No. 4 and Memorandum Circular No. 9, both series of 2000. The award of attorneys fees is correspondingly reduced to US\$1,679.50.

SO ORDERED.

CONCHITA CARPIO MORALES
Associate Justice

WE CONCUR:

LEONARDO A. QUISUMBING
Acting Chief Justice

Chairperson

DANTE O. TINGA
Associate Justice

PRESBITERO J. VELASCO, JR.
Associate Justice

ARTURO D. BRION
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, 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 Courts Division.

LEONARDO A. QUISUMBING
Acting Chief Justice

^[1] NLRC records, p. 42.

^[2] Id. at 63-65.

^[3] Id. at 64.

^[4] Id. at 2.

^[5] Id. at 54-55.

^[6] Id. at 128-132.

^[7] Id. at 132.

^[8] Id. at 136-147.

^[9] Id. at 322-324.

^[10] Id. at 330.

^[11] Id. at 338 (erroneously numbered p. 343). *Vide* p. 135.

^[12] CA *rollo*, pp. 2-16.

^[13] Id. at 8-9.

^[14] Id. at 59-60.

^[15] Id. at 72.

^[16] Id. at 73-88.

^[17] Id. at 472-473.

- [18] *Rollo*, pp. 3-26.
- [19] *Id.* at 12.
- [20] *Id.* at 19, 26.
- [21] CIVIL CODE Article 1910 (x x x As for any obligation wherein the agent has exceeded his power, the principal is not bound except when he ratifies it expressly or tacitly.); *vide Yasuma v. Heirs of Cecilio S. De Villa*, G.R. No. 150350, August 22, 2006, 499 SCRA 466, 471-472.
- [22] *Vide Ateneo de Naga University v. Manalo*, G.R. No. 160455, May 9, 2005, 458 SCRA 325, 337; *Shipside Incorporated v. Court of Appeals*, 404 Phil. 981, 996 (2001).
- [23] *Dela Cruz v. Ramiscal*, G.R. No. 137882, February 4, 2005, 450 SCRA 449, 456.
- [24] *Vide ibid.*; *Baltazar v. Commission on Elections*, 403 Phil. 444, 450 (2001).
- [25] *Vide ibid.*
- [26] *Vide Remulla v. Manlongat*, 484 Phil. 832, 838-839 (2004).
- [27] NLRC records, pp. 139-140.
- [28] *Seagull Maritime Corp. v. Dee*, G.R. No. 165156, April 2, 2007, 520 SCRA 109, 117-119.
- [29] NLRC records, pp. 30-31.
- [30] *Id.* at 64-65.
- [31] *Id.* at 141-143.
- [32] *Id.* at 97-99.
- [33] *Id.* at 143-144.
- [34] *Id.* at 30.
- [35] *Id.* at 31.
- [36] 2000 POEA Standard Employment Contract, Section 20(B) (6):
SECTION 20. COMPENSATION AND BENEFITS.
x x x x
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:
x x x x
(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.
- [37] 1996 POEA Standard Employment Contract, Section 20 (B).
- [38] 366 Phil. 646 (1999).
- [39] *Id.* at 649.
- [40] *Id.* at 654-655.
- [41] *Vide* NLRC records, pp. 97-99.
- [42] *Id.* at 99.
- [43] *Id.* at 144.
- [44] *Id.* at 64.
- [45] *Id.* at 81-87.
- [46] *Id.* at 49.
- [47] *Id.* at 49-50.
- [48] *Vide* note 36.
- [49] Section 32, POEA 2000 Standard Employment Contract:
SECTION 32. SCHEDULE OF DISABILITY OR IMPEDIMENT FOR INJURIES SUFFERED AND DISEASES INCLUDING OCCUPATIONAL DISEASES OR ILLNESS CONTRACTED.
x x x x
CHEST-TRUNK-SPINE
x x x x
5. Moderate rigidity or two thirds (2/3) loss of motion or lifting power of the trunk. Gr. 8
x x x x

SCHEDULE OF DISABILITY ALLOWANCES

Impediment Grade		Impediment	
1	<u>US\$50,000</u>	x	<u>120.00%</u>
2		x	88.81%

3	x	78.36%
4	x	68.66%
5	x	58.96%
6	x	50.00%
7	x	41.80%
<u>8</u>	<u>x</u>	<u>33.59%</u>
9	x	26.12%
10	x	14.93%
11	x	10.45%
12	x	6.72%
13	x	6.72%
14	x	3.74%

To be paid in Philippine currency equivalent at the exchange rate prevailing during the time of payment.
(Underscoring supplied)

^[50] NLRC records, p. 132.