



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Second Division, issued a Resolution dated 14 September 2020 which reads as follows:

“G.R. No. 252766 (Joel Galvez Castillo v. National Labor Relations Commission, United Philippine Lines, Inc., Carnival Cruise Line, and Fernando V. Lising). – The Court resolves to:

1. **NOTE** the manifestation dated 24 July 2020 of counsel for petitioner Joel Galvez Castillo (petitioner), stating that counsel has filed through registered mail on 21 July 2020 a motion for extension of time to file appeal by *certiorari*, and submitting the original copy of the aforesaid motion; and

2. **GRANT** the motion of petitioner for extension of thirty (30) days from the expiration of the reglementary period within which to file an appeal by *certiorari* (under Rule 45, Rules of Court, as amended).

The Court, after a judicious study of the case, likewise resolves to **DENY** the instant petition and **AFFIRM** the Decision¹ dated 08 June 2020 of the Court of Appeals (CA) in CA-G.R. SP No. 160063 for failure of petitioner to show any cogent reason why the actions of the Labor Arbiter, the National Labor Relations Commission (NLRC), and the CA, which have passed upon the same issue should be reversed. The CA properly ruled that there was no grave abuse of discretion on the part of the NLRC as its findings of fact were supported by substantial evidence and applicable laws and jurisprudence.

The issue that seafarers are contractual employees, not regular employees despite their continuous re-hiring, is a settled matter. This has been squarely addressed and explained in *Millares v. NLRC*.²

¹ Penned by Associate Justice Fernanda Lampas Peralta, with Associate Justices Myra V. Garcia-Fernandez and Ruben Reynaldo G. Roxas, concurring; *rollo*, pp. 89-105.

² 434 Phil. 524 (2002).

[I]t is clear that seafarers are considered contractual employees. They can not be considered as regular employees under Article 280 of the Labor Code. Their employment is governed by the contracts they sign everytime they are rehired and their employment is terminated when the contract expires. Their employment is contractually fixed for a certain period of time. They fall under the exception of Article 280 whose employment has been fixed for a specific project or undertaking the completion or termination of which has been determined at the time of engagement of the employee or where the work or services to be performed is seasonal in nature and the employment is for the duration of the season.

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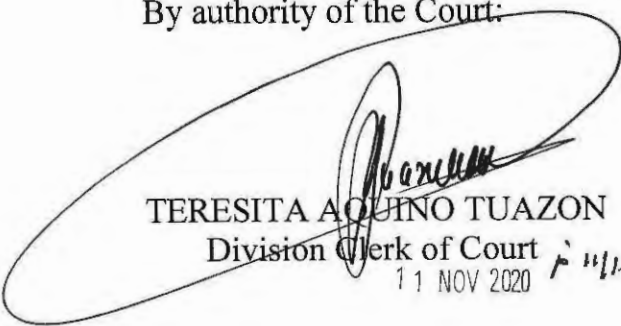
[I]t is an accepted maritime industry practice that employment of seafarers are for a fixed period only. Constrained by the nature of their employment which is quite peculiar and unique in itself, it is for the mutual interest of both the seafarer and the employer why the employment status must be contractual only or for a certain period of time. Seafarers spend most of their time at sea and understandably, they can not stay for a long and an indefinite period of time at sea. Limited access to shore society during the employment will have an adverse impact on the seafarer. The national, cultural and lingual diversity among the crew during the COE is a reality that necessitates the limitation of its period.³

The continuous re-hiring of seafarers is not a basis for regularization of a seafarer, rather, it is dictated by practical considerations that those with experience and qualifications are given preference and priority. Notwithstanding that the seafarer performs work that is necessary and desirable to the business of the company, the seafarer cannot be considered a regular employee.⁴

Considering that the circumstances surrounding the instant case is squarely analogous to the prevailing jurisprudence, there is no reason to deviate from the unanimous findings of the labor tribunals and the CA.

SO ORDERED." (*Baltazar-Padilla, J., on leave.*)

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court

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³ Id. at 537-539.

⁴ See *Gu-Miro v. Adorable*, 480 Phil. 597, 604-608 (2004).

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GR252766. 09/14/2020(198)URES *JG/10*