

## SECOND DIVISION

[ G.R. No. 104302, July 14, 1999 ]

**REBECCA R. VELOSO, PETITIONER, VS. CHINA AIRLINES, LTD.,  
K.Y. CHANG AND NATIONAL LABOR RELATIONS COMMISSION  
(NLRC), RESPONDENTS.**

### RESOLUTION

**QUISUMBING, J.:**

This special civil action for certiorari seeks to annul the resolution of the NLRC promulgated on January 2, 1992 in NLRC NCR Case No. 00-07-02329-87, setting aside the Decision of the Labor Arbiter that found private respondents guilty of unfair labor practice, declared the dismissal of petitioner as illegal, and ordered petitioner's reinstatement with backwages and damages.

Petitioner was employed as supervisor of the ticketing section at the Manila branch office of respondent China Airlines Ltd. (CAL). At the ticketing section, petitioner was assisted by a senior ticketing agent, Eleanor Go; and two ticketing agents, Julie Chua and Josephine Lobendino.

On October 29, 1986, private respondent K.Y. Chang, then district manager of the Manila branch office of CAL, informed petitioner that management had decided to temporarily close its ticketing section in order to prevent further losses. Petitioner's three assistants were likewise notified that they too will be temporarily laid off from employment effective October 30, 1986.

Thereafter, CAL decided to permanently close said ticketing section. Thus, on November 5, 1986, petitioner and her staff members were informed that their recent lay-off from employment will be considered permanent, effective one month from receipt of such notice. A notice of said retrenchment was filed with the labor department on November 11, 1986.

Later, petitioner was advised to claim her retirement pay and other benefits. Feeling aggrieved, petitioner sent a letter to private respondent Chang assailing the validity of her termination from the service.

On July 1, 1987, petitioner filed with the Arbitration Branch of NLRC a complaint for unfair labor practice and illegal dismissal with prayer for reinstatement, payment of backwages, damages and attorney's fees.<sup>[1]</sup>

In a decision dated June 8, 1990, the labor arbiter ruled in favor of petitioner and decreed as follows:

"WHEREFORE, foregoing premises considered, judgment is hereby rendered as follows:

(1) Declaring respondents China Airlines, Inc. and K. Y. Chang guilty of unfair labor practice and ordering them to cease and desist from further committing said acts or similar acts of unfair labor practice/s;

(2) Declaring the dismissal of complainant Rebecca Veloso as illegal and ordering respondents China Airlines, Inc. and K. Y. Chang to reinstate her to her former position, or to a substantially equivalent position, without loss of seniority rights and to pay her, jointly and severally, backwages from the time she was effectively dismissed on October 29, 1986 until June 8, 1990, the date of this Decision and other benefits which she would have had received had she not been illegally dismissed, in the amount as set forth below;

(3) Ordering respondents to pay, jointly and severally, complainant, within ten (10) days from receipt of this Decision the total sum of FOUR MILLION THREE HUNDRED TWENTY SIX THOUSAND FIVE HUNDRED TWENTY (P4,326,520.00) PESOS broken as follows:

(a) P731,560.00 - representing her back monthly salary in the amount of P16,440.00 from October 29, 1986 and every month thereafter until June 8, 1990, the date of Decision;

(b) P65,760.00 - representing her 13<sup>th</sup> month pay in the amount of P16,440.00 per year for the years 1986,1987, 1988 and 1989;

(c) P24,600.00 - representing her Mid-year bonus in the amount of P8,200.00 per year for the years 1987, 1988 and 1989;

(d) P8,000.00 - representing the cash equivalent of her yearly medical hospitalization benefits in the amount of P2,000.00 per year for the years 1986, 1987 and 1989;

(e) P6,600.00 - representing her monthly transportation allowance of P150.00 per month beginning October 1986 and every month thereafter until June 6, 1990, the date of this Decision;

(f) P2,000,000.00 - as moral damages;

(g) P1,000,000.00 - as exemplary damages

(h) P240,000.00 - as attorney's fees, and

(i) P10,000.00 - as litigation expenses.

(4) Further, respondent are hereby directed to show, within ten (10) days from receipt of this decision, proof of compliance as to the reinstate aspect of this Decision as compulsorily mandated under the Labor Code, as amended by Republic Act No. 6715.

SO ORDERED."<sup>[2]</sup>