

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

VERONICA B. REYES,
Petitioner,

-versus-

**G.R. No. 78997
August 31, 1989**

**NATIONAL LABOR RELATIONS
COMMISSION and KONG HUA
SCHOOL,**

Respondents.

X-----X

DECISION

GRÍÑO-AQUINO, J.:

In this Petition for *Certiorari*, the petitioner, a former school teacher in the respondent Kong Hua School, assails the resolution of the National Labor Relations Commission (NLRC), dismissing her claim for separation pay.

Petitioner started teaching in the respondent school in August 1972. She went on maternity leave effective August 26 up to October 10, 1982. In view of complications resulting from the delivery of her child, she asked for a leave extension and filed an application for indefinite leave of absence until such time as she would be ready to report for work. On December 21, 1982, she reported for work but

was able to teach for only one day because she suffered a nervous breakdown. After the Christmas vacation, she again filed an application for an indefinite leave of absence because of poor health but this was disapproved by the school. On September 13, 1983, upon the advice of the school principal, she submitted the following letter:

“September 13, 1983

Cagayan de Oro City
“The Director/Principal
Mr. Mike Goking
Kong Hua School
Kauswagan, Cagayan de Oro City

“Sir:

“I wish to get my two months vacation salary dated April-May 1982. In connection with this am (sic) tendering my resignation as advised and wished by the administration on conditions that I’ll be given priority to be accepted when the time comes when I’ll be ready to render service to the school. That I’ll be also in the same way considered as an old employee not as newly hired teacher when I’ll be ready in service.

“Hope the administration will be true and sincere to their promise. It is also my wish that it will be given as soon as possible because I need it very badly.

“Respectfully yours,
(SGD)
VERONICA B. REYES”
(p. 20, Rollo.)

Two weeks later, she sent her husband to the school to claim her vacation pay. On this occasion, the letter quoted below was signed by her husband, for and in her behalf:

“September 28, 1983

Mr. Miguel C. Goking

Acting Director
Kong Hua School
Cagayan de Oro City

“Sir:

“In consideration that my ailment has rendered me physically incapacitated to teach, I would like to inform you that I am tendering my resignation effective October 15, 1982.

“Hoping for your most favorable and kind consideration on this matter.

“Very truly yours,

“(SGD) VERONICA B. REYES

“Nota Bene:

“I am signing this resignation letter in behalf of my wife Mrs. Veronica B. Reyes whose ailment has again relapsed as of this date and who is at present not in the position of signing anything.

“BENJAMIN REYES
Husband”
(pp. 22, Rollo.)

Petitioner was then and there paid her two months vacation pay by the school.

When the school opened in June 1985, the petitioner, who had in the meantime fully regained her health, applied for reinstatement, but the school refused to re-hire her. Feeling aggrieved, she filed a complaint for reinstatement, backwages and other benefits with the NLRC in Cagayan de Oro City. The labor arbiter treated her complaint as a claim for separation pay and dismissed it for lack of merit.

Aggrieved by the decision of the Labor Arbiter, petitioner appealed to the NLRC on the sole ground that the labor arbiter erred in holding that her resignation was voluntary.

On April 6, 1987, the NLRC dismissed the appeal holding that since the petitioner had voluntarily resigned from her teaching position and thereby severed the employer-employee relationship, she is not entitled to any separation pay.

Petitioner came to this Court for relief.

After deliberating on the petition and the public and private respondents' comments, we find the petition meritorious. The respondent NLRC committed a grave abuse of discretion when it disregarded facts in the records proving that the petitioner's supposed "resignation" was involuntary, that it was in fact procured by her employer on the promise that she would be given priority for re-employment and in consideration of immediately paying her two months vacation which she desperately needed then because she was ill. As stated in her letter: "I wish to get my two months vacation salary dated April-May 1982. In connection with this am (sic) tendering my resignation as advised and wished by the administration on conditions that I'll be given priority to be accepted when the time comes when I will be ready to render service to the school." In the same letter, she expressed the hope that the school administration "will be true and sincere to their promise," and that it would release her vacation pay "as soon as possible because I need it very badly." (p. 20, Rollo.) These circumstances prove beyond cavil that the petitioner was forced to resign. Her resignation was involuntary.

The school had no right to disapprove petitioner's application for an indefinite leave of absence due to illness caused by the delivery of her child and to force her to resign instead. Article 133(b) of The Labor Code provides:

"ART. 133(b). The maternity leave shall be extended without pay on account of illness medically certified to arise out of the pregnancy, delivery, abortion, or miscarriage, which renders the

woman unfit for work, unless she has earned unused leave credits from which such extended leave may be charged.”

The school must have realized that it could not dismiss the petitioner for health reasons under Art. 284 of the Labor Code because apparently her illness was not “prejudicial as well to the health of her co-employees” nor the kind that would have legally prohibited her continued employment, and, even if her service was terminable on account of illness, the school would have been required to pay her “separation pay equivalent to at least one (1) month salary or to one-half (1/2) month salary for every year of service, whichever is greater, a fraction of at least six (6) months being considered as one (1) whole year.”

Hence, it inveigled her to “resign” so it could avoid paying her separation pay for her 10-year service to the school.

To extricate itself from its promise to re-hire her, the school made her husband sign in her behalf an unconditional letter of resignation when he went to the school to collect his wife’s vacation pay. That letter is not binding on the petitioner for there is no proof that she authorized her husband to write it for her and to waive her right to be re-hired as promised by the school or to abandon her right to separation pay if she would not be reinstated.

The school’s refusal in bad faith to re-employ her despite its promise to do so, amounted to illegal dismissal. Consequently, she is entitled to be reinstated with three years backwages (People’s Industrial & Commercial Employees & Workers Org. vs. People’s Industrial & Commercial Corp., 112 SCRA 449; Lepanto Consolidated Mining Co. vs. Encarnacion, 136 SCRA 256; Mercury Drug Co., Inc. vs. CIR, 56 SCRA 694).

WHEREFORE, the Petition for *Certiorari* is granted. The resolution of the National Labor Relations Commission dated April 6, 1987, and that of the Labor Arbiter dated May 29, 1985, are hereby reversed and set aside. Respondent Kong Hua School is ordered to reinstate the petitioner to her former position as a teacher without loss of seniority, rank and other benefits, and to pay her three (3) years backwages from June 1985 when she re-applied for a teaching position. If her

reinstatement is no longer possible, private respondent shall pay her, in addition to backwages, separation pay equivalent to one month salary for every year of service from 1972 to 1982, in lieu of reinstatement. Costs against the private respondent.

SO ORDERED.

Narvasa, Cruz, Gancayco and Medialdea, JJ., concur.

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