

SYLVIA LOPEZ ALEJANDRO, PETITIONER, VS. PHILIPPINE AIRLINES AND MARTIN BONOAN, RESPONDENTS.

G.R. No. 58096. February 20, 1984

Ponente: GUERRERO, J.

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GUERRERO, J.:

Petitioner Sylvia Lopez Alejandro, assisted by counsel Delia L. Hermoso and Cleofe B. Villar-Verzola, and respondent Philippine Airlines, represented by Ismael G. Khan, Jr. and assisted by Ricardo V. Puno, Jr., submitted to this Court the following Compromise Agree-ment for approval:

"COMPROMISE AGREEMENT

COME NOW the parties, assisted by their respective counsel, and to this Honorable Court respectfully submit the following Compromise Agreement for its approval:

1. Petitioner hereby agrees to dismiss the present petition and to desist from filing any unfair labor practice case or any other labor, administrative, civil or criminal case of any kind whatsoever against Respondents, arising out of her employment with Respondent Philippine Airlines, Inc. (hereinafter referred to as "PAL"), in consideration of Respondents' agreement to make certain payments and grant certain benefits, as follows:

(a) Respondent shall pay to Petitioner within 10 days from approval of this compromise agreement, separation pay equivalent to one (1) month's pay for each year of Petitioner's 17.5 years of service with Respondent PAL. Petitioner shall thereafter be deemed retired effective December 31, 1983 by reason of redundancy of her position as Director-Industry Affairs.

(b) In addition, Petitioner shall be paid the cash equivalent of unused vacation leave, which the parties agree totals 22 days;

(c) Petitioner and her husband shall each be granted FIVE (5) trip passes for international trips and FIVE (5) trip passes for domestic or regional trips, while her two sons shall each be entitled to TWO (2) sets of trip passes, each for international and domestic or regional. Such trip passes must be ticketed and all trips actually undertaken within a period of 10 years commencing January 1, 1984. In addition, petitioner and her aforementioned family members shall also each be allowed respectively to travel under the reduced rates of 50% under a PSQ F/Business Class/Y 6-2 category within a period of ten (10) years from January 1, 1984 and under the reduced rates of 25% under the same category within a period of fifteen (15) years thereafter. All passes obtained by Petitioner, her husband and two sons in accordance herewith shall carry PSQ F/Y category and shall be entitled to all privileges, but subject to such limitations, appurtenant to such category under applicable company rules and regulations.

(d) Petitioner shall also be entitled to such medical and dental benefits normally available to an incumbent employee of Petitioner's rank for a period of one year from January 1, 1984.

2. Petitioner hereby agrees to accept the foregoing payments and benefits in full and final settlement of all claims against Respondent PAL for amounts due or benefits and privileges arising from or in any way connected with

Petitioner's employment with Respondent PAL. In consideration thereof, Petitioner irrevocably consents to be deemed retired from Respondent PAL effective December 31, 1983. As an integral part of this compromise agreement, Petitioner warrants and covenants that no unfair labor practice or any other labor, administrative, civil or criminal suit arising out of or in any way predicated upon Petitioner's employment with Respondent PAL shall be filed by her or in her behalf or by anyone asserting any right derived from Petitioner.

3. The parties agree to mutually waive, as they hereby waive in favor of each other and in favor of Respondent PAL's directors, officers or employees any and all rights of action accruing to and against each other on account of Petitioner's employment with Respondent PAL.

4. This Compromise Agreement shall be without prejudice to the future re-employment of Petitioner by Respondent PAL under mutually acceptable terms and conditions. It is understood that in any future re-employment, Petitioner shall be considered a new employee, subject to all pertinent company regulations applicable to new employees, such as but not limited to entrance requirements and new employees' benefits.

WHEREFORE, it is respectfully prayed that the foregoing Compromise Agreement not being contrary to law, morals and public (sic) be approved and that judgment be rendered in accordance therewith.

Makati for Manila, December 27, 1983.

(SGD.)

PHILIPPINE AIRLINES

SYLVIA LOPEZ ALEJANDRO

Respondent

Petitioner

BY -

(SGD.)

ISMAEL G. KHAN, JR.

Assisted by:

Assisted by:

(SGD.)

(SGD.)

RICARDO V. PUNO, JR.

DELIA L. HERMOSO

(SGD.)

CLEOFÉ B. VILLAR-VERZOLA D.S. TANTUICO & ASSOCIATES 3rd Floor, Universal-Re Bldg. 106 Paseo de Roxas Makati, Metro Manila"

Finding the foregoing Compromise Agreement not being contrary to law, public order, public policy, morals and good customs, the same is hereby APPROVED and judgment is hereby rendered in accordance therewith.

The parties are hereby enjoined to comply strictly and faithfully with the terms of said agreement.

No costs.

SO ORDERED.

Makasiar, (Chairman), Aquino, Concepcion, Jr., Abad Santos, De Castro, and Escolin, JJ., concur.

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