



SUPREME COURT OF THE PHILIPPINES  
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Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

MANUEL G. ACOSTA,  
Petitioner,

G.R. No. 232870

Present:

-versus-

PERALTA, J., Chairperson,  
LEONEN,  
REYES, A., JR.,  
HERNANDO, and  
INTING, JJ.

MATIERE SAS and PHILIPPE  
GOUVARY,  
Respondents.

Promulgated:  
June 3, 2019

*[Signature]*

X-----X

DECISION

LEONEN, J.:

In redundancy, an employer must show that it applied fair and reasonable criteria in determining what positions have to be declared redundant. Otherwise, it will be held liable for illegally dismissing the employee affected by the redundancy.

This Court resolves a Petition for Review on Certiorari<sup>1</sup> assailing the April 7, 2017 Decision<sup>2</sup> and July 12, 2017 Resolution<sup>3</sup> of the Court of Appeals in CA-G.R. SP No. 140108.<sup>4</sup> The Court of Appeals upheld the

<sup>1</sup> *Rollo*, pp. 27–50. Filed under Rule 45 of the Rules of Court.

<sup>2</sup> *Id.* at 52–62. The Decision was penned by Associate Justice Maria Filomena D. Singh, and concurred in by Associate Justices Ricardo R. Rosario and Edwin D. Sorongon of the Fifteenth Division, Court of Appeals, Manila.

<sup>3</sup> *Id.* at 64–65. The Resolution was penned by Associate Justice Maria Filomena D. Singh, and concurred in by Associate Justices Ricardo R. Rosario and Edwin D. Sorongon of the Fifteenth Division, Court of Appeals, Manila.

<sup>4</sup> *Id.* at 44.

*[Handwritten mark]*

January 30, 2015 Decision<sup>5</sup> and February 27, 2015 Resolution<sup>6</sup> of the National Labor Relations Commission, which had reversed and set aside the Labor Arbiter's August 18, 2014 Decision<sup>7</sup> holding petitioner Manuel G. Acosta's (Acosta) dismissal illegal.

Matiere SAS is a French company "engaged in the fabrication, supply[,] and delivery of unibridges and flyovers[.]"<sup>8</sup>

On October 29, 2008, Matiere SAS and the Department of Public Works and Highways executed a contract for the construction of flyovers and bridges.<sup>9</sup> On March 19, 2009, Matiere SAS also entered into a contract with the Department of Agrarian Reform to construct bridges for better access to agricultural lands.<sup>10</sup>

On November 1, 2009, Matiere SAS, represented by its resident manager Philippe Gouvary (Gouvary), executed a Consulting Agreement<sup>11</sup> with Acosta. Per the agreement, Matiere SAS engaged Acosta as its technical consultant for 12 months, with a monthly salary of ₱70,000.00.<sup>12</sup>

Upon the Consulting Agreement's expiration, Matiere SAS hired Acosta as its technical assistant with the same ₱70,000.00 monthly salary.<sup>13</sup> Under the Employment Agreement<sup>14</sup> dated November 1, 2010, Acosta was tasked to:

1. Prepare reports regarding WCI [Woodfields Consultants, Inc.] consultants.
2. Be the intermediary between the CAD operators in WCI and the management in the office.
3. Attend coordination meetings with consultant.
4. Evaluate billings.
5. Follow the SIT and prepare reports.

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<sup>5</sup> Id. at 522–532. The Decision was penned by Commissioner Mercedes R. Posada-Lacap, and concurred in by Presiding Commissioner Grace E. Maniquiz-Tan and Commissioner Dolores M. Peralta-Beley of the Fifth Division, National Labor Relations Commission, Quezon City.

<sup>6</sup> Id. at 549–552. The Resolution was penned by Commissioner Mercedes R. Posada-Lacap, and concurred in by Presiding Commissioner Grace E. Maniquiz-Tan and Commissioner Dolores M. Peralta-Beley of the Fifth Division, National Labor Relations Commission, Quezon City.

<sup>7</sup> Id. at 311–319. The Decision was penned by Labor Arbiter Vivian H. Magsino-Gonzalez of the National Labor Relations Commission, Quezon City.

<sup>8</sup> Id. at 53.

<sup>9</sup> Id.

<sup>10</sup> Id.

<sup>11</sup> Id. at 97–100.

<sup>12</sup> Id. at 53 and 98–99.

<sup>13</sup> Id. at 53 and 101.

<sup>14</sup> Id. at 101–102.

6. Prepare various reports as required by the resident manager.
7. Site visits.<sup>15</sup>

On December 14, 2011, Matiere SAS wrote Acosta a letter,<sup>16</sup> increasing his salary from ₱70,000.00 to ₱76,000.00, effective January 1, 2012. On the same day, Matiere SAS wrote Acosta another letter,<sup>17</sup> giving him a bonus of ₱30,000.00 for his good performance in the second half of 2011.<sup>18</sup>

On June 27, 2013, Matiere SAS sent Acosta a letter<sup>19</sup> with the subject, “*Ending of the employment agreement[.]*”<sup>20</sup> It read:

We have to inform you that your employment contract within the company MATIERE/EIFFAGE will end July 31, 2013.

This decision is due to the cessation of our delivery operations and the diminution of our activities. We cannot find any reinstatement at the office. Nevertheless[,] we would like to thank you for your cooperation since the 01, November 2009.

You are authorized not to report at the office starting July 1, 2013.

Regarding the calculation of your separation pay, we will signify you the amount as soon as possible.<sup>21</sup>

In a June 26, 2013 letter,<sup>22</sup> Matiere SAS informed the Department of Labor and Employment that because its last shipment had been delivered,<sup>23</sup> it would have to terminate the employment of its five (5) workers: Wilson G. Comia (Wilson), Richard E. Comia (Richard), Alexander M. Menor (Menor), Alvin P. Roselim (Roselim), and Acosta. Matiere SAS stated that Wilson, Richard, and Menor were all based in Subic, while Roselim was based in Cagayan de Oro.<sup>24</sup> All four (4) of them were “assigned to the stripping operations[.]”<sup>25</sup> Meanwhile, Acosta, who was based in the office, was “primarily in charge [of] the monitoring of shipments.”<sup>26</sup>

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<sup>15</sup> Id. at 53 and 103.

<sup>16</sup> Id. at 104.

<sup>17</sup> Id. at 105.

<sup>18</sup> Id. at 54.

<sup>19</sup> Id. at 106.

<sup>20</sup> Id.

<sup>21</sup> Id. at 54 and 106.

<sup>22</sup> Id. at 133.

<sup>23</sup> Id.

<sup>24</sup> Id. at 54 and 135.

<sup>25</sup> Id. at 133.

<sup>26</sup> Id.

On June 28, 2013, Matiere SAS filed before the Department of Labor and Employment: (1) an Establishment Employment Report,<sup>27</sup> citing redundancy and the completion of delivery of supplies as its reasons for dismissing its employees; and (2) a List of Affected Workers by Displacements/Flexible Work Arrangements,<sup>28</sup> enumerating the five (5) dismissed employees. The employment termination was made effective on July 31, 2013.<sup>29</sup>

On July 23, 2013, Acosta filed before the National Labor Relations Commission a Complaint<sup>30</sup> for illegal dismissal against Matiere SAS and Gouvary.<sup>31</sup>

Mediation conferences were conducted but the parties failed to arrive at a settlement. Thus, they were required to submit their respective pleadings.<sup>32</sup>

While the case was pending, Matiere SAS and Gouvary, through their counsel, wrote Acosta a letter<sup>33</sup> dated July 29, 2013, offering him a separation pay of ₱322,998.60. Acosta, however, refused the offer.<sup>34</sup>

In her August 18, 2014 Decision,<sup>35</sup> Labor Arbiter Vivian Magsino-Gonzalez found Acosta's dismissal illegal. She held that Matiere SAS and Gouvary failed to prove the factual bases for the reduction of its workforce. She pointed out that while Matiere SAS submitted a Certificate of Completion from the Department of Public Works and Highways to support its claim of project completion, it submitted no such certificate from the Department of Agrarian Reform.<sup>36</sup>

Moreover, the Labor Arbiter noted that Matiere SAS failed to submit any redundancy plan.<sup>37</sup> It also failed to provide "fair and reasonable criteria in ascertaining what positions are redundant and how the selection of employees to be dismissed was made."<sup>38</sup> The Labor Arbiter pointed out:

[I]f there are employees who should be affected by the reduction of workforce due to completion of deliveries, the field engineers in-charge of deliveries in the projects, and who supervised the stripping

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<sup>27</sup> Id. at 134.

<sup>28</sup> Id. at 135.

<sup>29</sup> Id. at 54 and 134.

<sup>30</sup> Id. at 86–89.

<sup>31</sup> Id. at 54–55.

<sup>32</sup> Id. at 55 and 311.

<sup>33</sup> Id. at 136.

<sup>34</sup> Id. at 529.

<sup>35</sup> Id. at 311–319.

<sup>36</sup> Id. at 315–316.

<sup>37</sup> Id. at 316.

<sup>38</sup> Id.

works/removing the unbridges parts from the container vans, may be the first ones to go. These field engineers, however, are undisputedly retained by respondents.

. . . While Alvin Roselim is a forklift operator, [Wilson, Richard, and Menor] are helpers who work under the supervision of field engineers. The latter were the ones in charge of deliveries and respondents may have had reasons to terminate them on [the] ground of redundancy. As a Technical Assistant whose duties include monitoring of projects until completion, there is no substantial basis why complainant was also affected by respondents' redundancy plan.<sup>39</sup>

The dispositive portion of the Labor Arbiter's Decision read:

**WHEREFORE**, foregoing considered, complainant is hereby found to have been illegally dismissed. Respondent Matiere SAS is hereby ordered to pay complainant separation pay with backwages totaling **Php241,793.62**, inclusive of attorney's fees.

Other claims are dismissed for lack of basis.

**SO ORDERED.**<sup>40</sup> (Emphasis in the original)

Both parties appealed the Labor Arbiter's Decision before the National Labor Relations Commission.<sup>41</sup> Praying that the award be modified to ₱1,846,389.44, Acosta argued in his Partial Memorandum of Appeal<sup>42</sup> that the computation of the Labor Arbiter's award should be based on his monthly salary before his employment termination, which was ₱78,280.00.<sup>43</sup> Meanwhile, in their Memorandum of Appeal,<sup>44</sup> Matiere SAS and Gouvary contended that Acosta's employment termination was valid and that they implemented the redundancy based on fair and reasonable criteria.<sup>45</sup>

In its January 30, 2015 Decision,<sup>46</sup> the National Labor Relations Commission reversed the Labor Arbiter's Decision.<sup>47</sup> It found that Matiere SAS and Gouvary proved that there was a significant decrease in the volume of their business when they presented before the National Labor Relations Commission a Certificate of Completion from the Department of Agrarian Reform. It noted that the completion of the government contracts would render unnecessary the services offered by Acosta, whose "main function

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<sup>39</sup> Id. at 316–317.

<sup>40</sup> Id. at 319.

<sup>41</sup> Id. at 55.

<sup>42</sup> Id. at 320–325.

<sup>43</sup> Id. at 323–324.

<sup>44</sup> Id. at 336–350.

<sup>45</sup> Id. at 344–347.

<sup>46</sup> Id. at 522–532.

<sup>47</sup> Id. at 55 and 532.

was to monitor the delivery of materials . . . from France to the Philippines.”<sup>48</sup>

The National Labor Relations Commission found that Acosta and the four (4) other employees were similarly situated, noting that even if Acosta had a higher position, their tasks were all related to the shipment of materials.<sup>49</sup> Moreover, since Acosta’s dismissal was not done with ill motive or in bad faith, Matiere SAS and Gouvary’s decision should be respected “as a valid exercise of a management prerogative.”<sup>50</sup>

The dispositive portion of the National Labor Relations Commission Decision read:

**WHEREFORE**, premises considered, the appeal of respondents Matiere SAS and Philippe Gouvary is **GRANTED** and the assailed Decision of the Labor Arbiter dated August 18, 2014 is **REVERSED** and **SET ASIDE**. Accordingly, the instant complaint for illegal dismissal is hereby **DISMISSED** for lack of merit.

The Partial Appeal of complainant-appellant Manuel G. Acosta is **DENIED**.

**SO ORDERED.**<sup>51</sup> (Emphasis in the original)

Acosta moved for reconsideration.<sup>52</sup> He submitted a certification<sup>53</sup> from Woodfields Consultants, Inc. and a certification<sup>54</sup> from the Department of Public Works and Highways to support his claim that his task was not limited to monitoring shipments. He also alleged that Matiere SAS hired a certain Charlie Desamito as his replacement.<sup>55</sup>

In its February 27, 2015 Resolution,<sup>56</sup> the National Labor Relations Commission partially granted Acosta’s Motion. It amended the dispositive portion of its January 30, 2015 Decision to include the payment of Acosta’s separation pay:

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<sup>48</sup> Id. at 529.

<sup>49</sup> Id. at 530–531.

<sup>50</sup> Id. at 531.

<sup>51</sup> Id. at 532.

<sup>52</sup> Id. at 533–545.

<sup>53</sup> Id. at 547. Woodfields Consultants, Inc. is a firm composed of planners, architects, engineers, construction managers, and environment specialists. It was contracted by Matiere SAS for the design of the bridges’ sub-structures under their supply contract with the Department of Public Works and Highways.

<sup>54</sup> Id. at 546.

<sup>55</sup> Id. at 538 and 541.

<sup>56</sup> Id. at 549–552.

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**IN VIEW OF THE FOREGOING**, complainant's motion for reconsideration is **partially granted** and the dispositive portion of Our decision dated January 30, 2015 is hereby amended to read as follows:

*"WHEREFORE, premises considered, the appeal of respondents [Matiere] SAS and Philippe Gouvary is **GRANTED** and the assailed Decision of the Labor Arbiter dated August 18, 2014 is **REVERSED** and **SET ASIDE**. Accordingly, the instant complaint for illegal dismissal is hereby **DISMISSED** for lack of merit.*

*Respondent-appellants are, however, ordered to pay complainant-appellant Manuel G. Acosta separation pay as provided by law.*

*The Partial Appeal of complainant-appellant Manuel G. Acosta is **DENIED**."*

**SO ORDERED.**<sup>57</sup> (Emphasis in the original)

Thus, Acosta filed before the Court of Appeals a Petition for Certiorari.<sup>58</sup>

In its April 7, 2017 Decision,<sup>59</sup> the Court of Appeals denied Acosta's Petition. It held that Matiere SAS and Gouvary were able to establish that Acosta's position became redundant upon the completion of its contracts with the Department of Public Works and Highways and the Department of Agrarian Reform.<sup>60</sup> It added:

Even assuming that Acosta's functions included reporting and coordination, he completely failed to show that these particular functions were not incidental only to the supply and delivery of the bridges. Acosta does not dispute the completion of the shipments for the covered projects. Neither did he ever dispute that the DPWH and the DAR projects were Matiere's only activities locally. It follows clearly that with the completion of the shipments, Acosta's role became unnecessary. Despite the continuation of installation and erection of the bridges, Acosta cannot pretend any involvement in such activities. His task was indubitably office- and table-bound and not field work.<sup>61</sup>

Acosta moved for reconsideration, but his Motion was denied by the Court of Appeals in its July 12, 2017 Resolution.<sup>62</sup>

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<sup>57</sup> Id. at 551–552.

<sup>58</sup> Id. at 66–85.

<sup>59</sup> Id. at 52–62.

<sup>60</sup> Id. at 58.

<sup>61</sup> Id. at 58–59.

<sup>62</sup> Id. at 64–65.

Hence, Acosta filed this Petition for Review on Certiorari<sup>63</sup> against Matiere SAS and Gouvary. Maintaining that the declaration of redundancy of his position was not based on fair and reasonable criteria, petitioner pointed out that he, the most senior engineer, was dismissed while the other engineers remained.<sup>64</sup>

As to the certifications from the Department of Public Works and Highways and the Department of Agrarian Reform, petitioner states that the completeness of delivery merely pertained to one (1) of his tasks as technical assistant. Thus, he claims that it was wrong to dismiss him based only on these certifications:<sup>65</sup>

The supply contract of the Respondents could not have ended up upon completion of delivery. The supply contract satisfies only the delivery of the Supply of Bridging Material. The design, technical supervision during the erection, installation and commissioning were still ongoing and to be completed in 2016. Petitioner checks on the designs of the Design Consultants, coordinate[s] with them, evaluate[s] their billings. Such activities were still ongoing when the Petitioner was terminated.

It is important to note that contracts of the Respondents they entered with the DPWH and DAR comprise of the following:

1. Supply of Bridging Materials.
2. Supply of Goods for the design, manufacture and delivery of modular steel unibridges.
3. Supply of Technical Advise / Services and Materials.
4. As well as variable services within the maximum provision for installation and commissioning of the Bridges.

Beyond completeness of the delivery of bridging materials to the projects, other aspects of the contracts have to be accomplished. The actual approved accomplishment for the design of DAR Bridges alone as of June 2013 was only 16 %, or 68 out of 418 bridges. Petitioner then was still doing the checking, coordinating with the consultants and certifying billings of Woodfields Consultants, Inc[.] and Design Sciences, Inc. He could have continued doing his assign[ed] tasks if not for his untimely and unjustified termination.<sup>66</sup> (Citation omitted)

In their Comment,<sup>67</sup> respondents insist that they sufficiently established that petitioner's position was already redundant.<sup>68</sup> They cite the certifications from the Department of Agrarian Reform and the Department of Public Works and Highways to prove that "there was a significant diminution in the volume of materials business."<sup>69</sup> Claiming that the

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<sup>63</sup> Id. at 27–50.

<sup>64</sup> Id. at 38.

<sup>65</sup> Id. at 39–43.

<sup>66</sup> Id. at 43.

<sup>67</sup> Id. at 734–738.

<sup>68</sup> Id. at 735.

<sup>69</sup> Id.



completion of the shipments rendered petitioner's position irrelevant, they argue that he failed to prove that his other tasks were not merely incidental to his main function. Thus, they were left with no choice but to legally dismiss him.<sup>70</sup>

Respondents further argue that they did not dismiss petitioner in bad faith, contending that they complied with labor law requirements in terminating his employment. They point out that he was given a notice of termination with computation of his separation pay, and that the Department of Labor and Employment was also notified.<sup>71</sup>

Lastly, respondents claim that petitioner did not deny that the shipments for their projects were already completed. Neither did he dispute that respondent Matiere SAS' projects in the Philippines were only those with the Department of Agrarian Reform and the Department of Public Works and Highways.<sup>72</sup>

The sole issue for this Court's resolution is whether or not petitioner Manuel G. Acosta was validly dismissed from employment on the ground of redundancy.

Redundancy is recognized as one (1) of the authorized causes for dismissing an employee under the Labor Code.<sup>73</sup> Article 298 of the Labor Code provides:

ARTICLE 298. [283] *Closure of Establishment and Reduction of Personnel.* — The employer may also terminate the employment of any employee due to the installation of labor-saving devices, *redundancy*, retrenchment to prevent losses or the closing or cessation of operation of the establishment or undertaking unless the closing is for the purpose of circumventing the provisions of this Title, by serving a written notice on the workers and the Ministry of Labor and Employment at least one (1) month before the intended date thereof. In case of termination due to the installation of labor-saving devices or redundancy, the worker affected thereby shall be entitled to a separation pay equivalent to at least his one (1) month pay or to at least one (1) month pay for every year of service, whichever is higher. In case of retrenchment to prevent losses and in cases of closures or cessation of operations of establishment or undertaking not due to serious business losses or financial reverses, the separation pay shall be equivalent to one (1) month pay or at least one-half (1/2) month pay for every year of service, whichever is higher. A fraction of at least six (6) months shall be considered one (1) whole year. (Emphasis supplied)

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<sup>70</sup> Id. at 736.

<sup>71</sup> Id.

<sup>72</sup> Id.

<sup>73</sup> *Manggagawa ng Komunikasyon sa Pilipinas v. Philippine Long Distance Telephone Company, Inc.*, 809 Phil. 106, 122 (2017) [Per J. Leonen, Second Division].

In *Wiltshire File Company, Inc. v. National Labor Relations Commission*,<sup>74</sup> this Court explained:

[R]edundancy, for purposes of our Labor Code, exists where the services of an employee are in excess of what is reasonably demanded by the actual requirements of the enterprise. Succinctly put, a position is redundant where it is superfluous, and superfluity of a position or positions may be the outcome of a number of factors, such as overhiring of workers, *decreased volume of business*, or dropping of a particular product line or service activity previously manufactured or undertaken by the enterprise. The employer has no legal obligation to keep in its payroll more employees than are necessary for the operation of its business.<sup>75</sup> (Emphasis supplied, citation omitted)

The requirements for a valid redundancy program were laid down in *Asian Alcohol Corporation v. National Labor Relations Commission*:<sup>76</sup>

For the implementation of a redundancy program to be valid, the employer must comply with the following requisites: (1) written notice served on both the employees and the Department of Labor and Employment at least one month prior to the intended date of retrenchment; (2) payment of separation pay equivalent to at least one month pay or at least one month pay for every year of service, whichever is higher; (3) good faith in abolishing the redundant positions; and (4) fair and reasonable criteria in ascertaining what positions are to be declared redundant and accordingly abolished.<sup>77</sup> (Citations omitted)

Assuming that respondents can declare some positions redundant due to the alleged decrease in volume of their business, they still had to comply with the above-cited requisites. This, they failed to do.

Respondents complied with the first and second requisites. There is no contention that they notified both petitioner and the Department of Labor and Employment at least a month before the planned redundancy.<sup>78</sup> Petitioner also received a computation of his separation pay corresponding to at least one (1) month pay for every year of service with additional payment for economic assistance.<sup>79</sup>

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<sup>74</sup> 271 Phil. 694 (1991) [Per J. Feliciano, Third Division].

<sup>75</sup> Id. at 703.

<sup>76</sup> 364 Phil. 912 (1999) [Per J. Puno, Second Division].

<sup>77</sup> Id. at 930.

<sup>78</sup> Petitioner received the "Ending of the employment agreement" letter from respondents on June 27, 2013 (*rollo*, p. 132), while the Department of Labor and Employment received the Establishment Employment Report from respondents on June 28, 2013 (*rollo*, p. 134).

<sup>79</sup> *Rollo*, p. 136.

However, as to the third and fourth requisites, this Court held that “[t]o establish good faith, the company must provide substantial proof that the services of the employees are in excess of what is required of the company, and that fair and reasonable criteria were used to determine the redundant positions.”<sup>80</sup>

Here, respondents’ only basis for declaring petitioner’s position redundant was that his function, which was to monitor the delivery of supplies, became unnecessary upon completion of the shipments. However, upon careful scrutiny, this Court finds that the Employment Agreement itself contradicts respondents’ allegation. Its pertinent provisions read:

Dear Mr Acosta:

In connection with your position as **Technical Assistant**, please be informed that you are subject to the following terms and condition:

1. . . .
2. The Employee shall be employed in the capacity of Technical Assistant, the current duties and responsibilities of which are set out in Schedule “A” annexed hereto and forming part of this agreement. These duties and responsibilities may be amended from time to time in the sole discretion of the Employer, subject to formal notification of same being provided to the Employee.<sup>81</sup> (Emphasis in the original)

Under Schedule “A,” petitioner’s job description listed his tasks as a technical assistant:

1. Prepare reports regarding WCI [Woodfields Consultants, Inc.] consultants.
2. Be the intermediary between the CAD operators in WCI and the management in the office.
3. Attend coordination meetings with consultant.
4. Evaluate billings.
5. Follow the SIT and prepare reports.
6. Prepare various reports as required by the resident manager.
7. Site visits.<sup>82</sup>

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<sup>80</sup> *Manggagawa ng Komunikasyon sa Pilipinas v. Philippine Long Distance Telephone Company, Inc.*, 809 Phil. 106, 123 (2017) [Per J. Leonen, Second Division].

<sup>81</sup> *Rollo*, p. 101.

<sup>82</sup> *Id.* at 53 and 103.

There was no mention of monitoring shipments as part of petitioner's tasks. If his work pertains mainly to the delivery of supplies, it should have been specifically stated in his job description. Respondents did not even present any evidence to support their claim or to contradict petitioner's documentary evidence. There was, hence, no basis for respondents to consider his position irrelevant when the shipments had been completed.

Likewise, respondents failed to show that they used fair and reasonable criteria in determining what positions should be declared redundant.

In *Panlilio v. National Labor Relations Commission*,<sup>83</sup> this Court held that fair and reasonable criteria may take into account the preferred status, efficiency, and seniority of employees to be dismissed due to redundancy.<sup>84</sup> Yet, respondents never showed that they used any of these in choosing petitioner as among the employees affected by redundancy.

Although he was among the five (5) employees dismissed, petitioner cannot be similarly situated with the other employees. Roselim was a forklift operator, while Richard, Wilson, and Menor were helpers assigned to field engineers. The four (4) employees work directly with the delivery of supplies. On the other hand, as already discussed, petitioner's duty is not limited to the monitoring of deliveries. Accordingly, this Court declares petitioner to have been illegally dismissed.

**WHEREFORE**, the Petition for Review on Certiorari is **GRANTED**. The April 7, 2017 Decision and July 12, 2017 Resolution of the Court of Appeals are **REVERSED** and **SET ASIDE**. Respondent Matiere SAS is ordered to pay petitioner Manuel G. Acosta the following:

1. full backwages and other benefits, both based on petitioner's last monthly salary, computed from the date his employment was illegally terminated until the finality of this Decision;
2. separation pay based on petitioner's last monthly salary, computed from the date he commenced employment until the finality of this Decision at the rate of one (1) month's salary for every year of service, with a fraction of a year of at least six (6) months being counted as one (1) whole year; and
3. attorney's fees equivalent to ten percent (10%) of the total award.

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<sup>83</sup> 346 Phil. 30 (1997) [Per J. Romero, Third Division].

<sup>84</sup> Id. at 35.

The total judgment award shall be subject to interest at the rate of six percent (6%) per annum from the finality of this Decision until its full satisfaction.<sup>85</sup>


This case is **REMANDED** to the Labor Arbiter to make a detailed computation of the amounts due to petitioner, which must be paid without delay, and for the immediate execution of this Decision.


**SO ORDERED.**

  
**MARVIC M.V.F. LEONEN**  
Associate Justice

WE CONCUR:

  
**DIOSDADO M. PERALTA**  
Associate Justice  
Chairperson

  
**ANDRES B. REYES, JR.**  
Associate Justice

  
**RAMON PAUL L. HERNANDO**  
Associate Justice


  
**HENRI JEAN PAUL B. INTING**  
Associate Justice

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<sup>85</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013) [Per J. Peralta, En Banc].

**ATTESTATION**

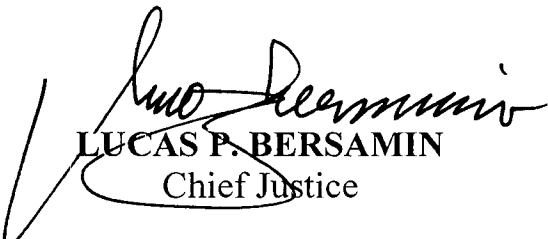
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**DIOSDADO M. PERALTA**  
Associate Justice  
Chairperson

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, 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 Court's Division.



**LUCAS P. BERSAMIN**  
Chief Justice