

EN BANC

[G.R. No. 138780, May 22, 2001]

**NORBERTO ORCULLO, JR., PETITIONER, VS. CIVIL SERVICE
COMMISSION AND COORDINATING COUNCIL OF THE
PHILIPPINE ASSISTANCE PROGRAM, RESPONDENTS.**

DECISION

KAPUNAN, J.:

Petitioner Norberto A. Orcullo, Jr. was hired as Project Manager IV by the Coordinating Council of the Philippine Assistance Program (CCPAP)-BOT Center effective March 11, 1996. His employment was contractual and co-terminous with the said project which was to end on January 30, 2000.^[1] On September 23, 1996 or six (6) months from his assumption to office, petitioner received a Memorandum, dated September 20, 1996, from one Jorge M. Briones, Assistant Director of CCPAP, terminating petitioner's contractual employment with said agency effective September 30, 1996.^[2]

In a Letter dated September 20, 1996, Undersecretary Francisco F. del Rosario, Executive Director of CCPAP, confirmed petitioner's termination as project manager of CCPAP.

Aggrieved by his dismissal, petitioner appealed the same to the Civil Service Commission (CSC).

On April 2, 1997, the respondent CSC issued Resolution No. 972309 dismissing petitioner's appeal. The CSC found that:

x x x the appointment of Orcullo is contractual and co-terminous with the Philippine Assistance Program Support Project and that it carries the stipulated condition "Unless terminated sooner." The latter condition has not been qualified by any safeguard. Appellant Orcullo, when he accepted said contractual-coterminous appointment, was aware that his services might be terminated anytime. He is, thus, not protected by the security of tenure clause of the Constitution. The contract is the law between the parties. And whatever is stipulated therein governs the relationship between the parties. Said stipulations in the contract may include the mode or manner of separations. And the cause therefore includes and is not proscribed to derogatory record, misbehavior or incompetence or hostile attitudes. In the instant case, appellant was separated from the service particularly for unsatisfactory performance. (Underscoring ours)

On the issue of the proper official who should effect such termination, the

next lower official of the Center may do so. In this case, said separation was later validated by the confirmation of the head office.^[3]

Petitioner filed a motion for reconsideration of the above resolution. On June 17, 1997, the CSC denied said motion in its Resolution No. 973099.

On July 30, 1997, petitioner, through counsel, filed a petition for review with the Court of Appeals.

On August 14, 1998, the Court of Appeals rendered a decision, the dispositive portion of which reads as follows:

WHEREFORE, for lack of merit, the petition in the above entitled case is hereby DISMISSED. Costs against petitioner.

SO ORDERED.^[4]

Hence, this petition. Petitioner raises the sole issue of whether employees in the public service, regardless of their status of employment, are protected by the tenurial security right embodied in the Constitution.

Petitioner argues that, contrary to the findings of the CSC, the phrase "unless terminated sooner" refers not to the duration of his employment, but the duration of the PAPS support project itself. He claims that since the PAPS project was still ongoing, his services cannot be terminated without just cause and without the observance of due process. He asseverates that even co-terminous employees like himself enjoy security of tenure as embodied in the Constitution.

Petitioner's arguments are bereft of merit.

It is undisputed that petitioner's employment with CCPAP is contractual and co-terminous in nature. Such a co-terminous employment falls under the non-career service classification of positions in the Civil Service:

Sec. 9. *Non-Career Service.* - The Non-Career Service shall be characterized by (1) entrance on bases other than those of the usual tests of merit and fitness utilized for the career service; and (2) tenure which is limited to a period specified by law, or which is coterminous with that of the appointing authority or subject to his pleasure, or which is limited to the duration of a particular project for which purpose employment was made. (Underscoring ours)

The Non-Career Service shall include:

xxx

(4) Contractual personnel or those whose employment in the government is in accordance with a special contract to