Summary of CX v. IFC, Decision No. 517 [2015]

The Applicant contested his 2013 Performance Evaluation Plan (PEP), 2013 Salary Review Increase (SRI), the associated percentage increase of 1.63%, and the decision to terminate his employment upon expiration of his term contract. The Applicant argued that the PEP was improper and procedurally flawed. He further contended that his salary increase was unfair and that management failed to follow proper procedure in the non-renewal of his term contract.

The Tribunal found first that it was satisfied that the Applicant's supervisor's comments adequately reflected the positive and negative feedback in the PEP. The Tribunal further held that there were no procedural irregularities as the Applicant was provided advance and adequate warning of his performance deficiencies, as well as an opportunity to improve.

With respect to the Applicant's SRI, the Tribunal found that there was a procedural irregularity in that the Applicant's SRI was set prior to the Applicant receiving a copy of the PEP. The Tribunal found that though this irregularity did not cause the Applicant harm to merit compensation, it nevertheless merited meeting some of the Applicant's costs as he had a legitimate reason to challenge the procedure adopted.

On the non-extension of the Applicant's term contract, the Tribunal observed that the Applicant was provided conflicting reasons for the non-extension of his contract and acknowledged the confusion which arose as a result. Nevertheless, the Tribunal noted that the Applicant was aware that the project for which he was hired had run out of funds. Furthermore, the teams to which the Applicant provided cross-support had business reasons for not offering him a continued position. The Tribunal was satisfied that there were legitimate business reasons for the non-extension of the Applicant's contract.

The Application was dismissed. The IFC was ordered to pay the Applicant's attorney's fees in the amount of $11,609.