IN THE MATTER OF: The Nova Scotia *Human Rights Act* (the "*Act*")

- and -

IN THE MATTER OF: Board File No. 51000-30-H12-1442

BETWEEN: **Mary Brown**
("Complainant")

- and -

St. Vincent De Paul Society and/or Hand in Hand Board
("Respondent")

- and -

The Nova Scotia Human Rights Commission
("Commission")

DECISION OF THE BOARD OF INQUIRY

[1] The parties asked the Board to approve a settlement agreement pursuant to s. 34(5) of the *Human Rights Act*, RSNS 1989, c 214 (the "*Act*"). The settlement agreement did not include an admission of liability by the respondent, but did include payment of general damages to the complainant which the parties requested be included in a consent order. Some decisions of this Board have approved such agreements without difficulty while other decisions have questioned the Board's jurisdiction to grant orders in these circumstances. For the reasons that follow, I find that the Board has a limited power to issue any order that is necessary to give effect to the terms of a proposed settlement agreement which the Board has found to be consistent with the public interest. I also find that approving the settlement agreement, in the circumstances of this case, is in the public interest.

Background

[2] The complainant, Mary Brown, was the former Executive Director of the respondent, St. Vincent De Paul Society's Hand in Hand operation in Halifax, NS. On or around January 3, 2012, the complainant's employment with Hand in Hand ended.

[3] The complainant alleged that her employment was terminated because she has multiple sclerosis. She brought a complaint to the Nova Scotia Human Rights Commission (the "Commission"), on December 20, 2012, claiming discrimination on the basis of disability. The respondent denied the allegation claiming that the complainant voluntarily ended her

employment on the advice of her physician.

[4] The Commission decided to refer the complaint to a Board of Inquiry pursuant to s. 32A(1) of the *Act*. On October 6, 2014, I was appointed by the Chief Judge of the Provincial Court of Nova Scotia to undertake this inquiry. By letter dated December 15, 2014, the Commission made me aware of this appointment.

[5] Shortly thereafter, the parties advised the Board that they required some time to exchange information in an effort to simplify the hearing process. This turned into resolution discussions and on April 24, 2015 the Board received a proposed settlement agreement signed by all parties. As a result, it is not necessary to resolve the allegations in the complaint.

[6] The parties then requested that the Board approve the settlement agreement, forward its approval decision to the Commission, and issue a consent order to give effect to the terms of the settlement agreement. All of these requests were made pursuant to s. 34(5) of the *Act*.

[7] The Board questioned, on its own initiative, whether it had the jurisdiction to issue the consent order requested given that s. 34(5) of the *Act* appears to empower the Board to issue decisions not orders. The Board brought to the attention of the parties three decisions (the "Settlement Trilogy") where the Board canvassed these issues in detail and proposed different measures for addressing the jurisdictional question: *MacDonald v Cambria Food Services Limited*, 2013 CanLII 85719 (NS BOI) [*MacDonald*], *Pemberton v Wal-Mart Canada Corp*, 2014 CanLII 50316 (NS BOI) [*Permberton*], *Saulnier v Conseil scolaire acadien provincial*, 2014 CanLII 58963 (NS BOI) [*Saulnier*].

[8] The Board asked the parties for comment on the scope of its jurisdiction under s. 34(5) of the *Act* and requested input on one of the approaches taken by the Board in the Settlement Trilogy. The Commission and respondent, who were both represented by counsel, submitted that s. 34(5) of the *Act* permitted the Board to grant the requested consent order without any of the special measures employed in the Settlement Trilogy. The Commission supported its position with brief submissions. The complainant, who was represented by her non-lawyer son, did not make submissions.

Issue

[9] Does s. 34(5) of the *Act* give the Board jurisdiction to issue orders in conjunction with approving a settlement agreement?

Analysis

[10] The Board is an administrative tribunal and a creature of statute; accordingly, the Board may only do that which it is empowered to do by the *Act*. The Board's powers are found in s. 34 of the *Act*, which reads:

> **34(1) Hearing and powers**
> A board of inquiry shall conduct a public hearing and has all the powers and privileges of a

commissioner under the *Public Inquiries Act*.

...

34(5) Settlement by agreement
Where the complaint referred to a board of inquiry is settled by agreement among all parties, the board shall report the terms of settlement in its decision with any comment the board deems appropriate.

34(6) Where no settlement
Where the complaint referred to a board of inquiry is not settled by agreement among all parties the board shall continue its inquiry.

34(7) Jurisdiction of board
A board of inquiry has jurisdiction and authority to determine any question of fact or law or both required to be decided in reaching a decision as to whether or not any person has contravened this Act or for the making of any order pursuant to such decision.

34(8) Power of board
A board of inquiry may order any party who has contravened this Act to do any act or thing that constitutes full compliance with the Act and to rectify any injury caused to any person or class of persons or to make compensation therefor and, where authorized by and to the extent permitted by the regulations, may make any order against that party, unless that party is the complainant, as to costs as it considers appropriate in the circumstances.

34(9) Publication of decision
A board of inquiry shall file with the Commission the record of the proceedings, including the decision and any order of the board and the Commission may publish the decision and any order in any manner it considers appropriate.

[11] Once appointed, s. 34(1) of the *Act* gives the Board all the powers and privileges of a commissioner under the *Public Inquiries Act*, RSNS 1989, c 372. This largely deals with the Board's power to control its own process, marshal evidence, and compel witness testimony.

[12] What the Board may do with respect to approving settlements is outlined in s. 34(5) of the *Act*. This is to be contrasted with what the Board may do where a matter proceeds to an inquiry, which is governed by ss. 34(7) and (8) of the *Act*.

[13] Where a matter proceeds to a hearing, it is clear that the Board may determine whether there was a contravention of the *Act* and, after finding a contravention, make "any order pursuant to such decision": *Act*, s 34(7). Where the Board finds that a party has contravened the *Act*, the Board "may order [that] party...to do any act or thing" to remedy the situation: *Act*, s 34(8).

[14] By contrast, where a matter is settled before a hearing on the merits, the *Act* does not explicitly grant the Board jurisdiction to issue an order. Instead, the *Act* compels the Board to

report the terms of settlement in a decision. In reporting the terms of settlement, the *Act* permits the Board to include "any comment the board deems appropriate" within its decision: *Act*, s 34(5).

[15] The proposed settlement agreement in this case is potentially problematic for two reasons. First, the Board's explicit power to issue orders appears to require a finding that the *Act* has been contravened, but the settlement agreement does not include an admission of liability. Second, the settlement subsection of the *Act* does not explicitly include the power to issue orders, but the settlement agreement envisions the Board ordering the respondent to pay the claimant $1,000 in general damages.

[16] Leaving aside the jurisdictional question, the ability to issue an order pursuant to s. 34(5) of the *Act* is important because otherwise the terms of the settlement agreement may not be easily enforceable. For example, the *Human Rights Board of Inquiry Monetary Orders for Compensation Regulations* permit the Board to file a monetary order with the Supreme Court of Nova Scotia, allowing a party to employ the enforcement mechanisms of the Court, but this process requires the Board to "endorse, date and sign a copy of the monetary **order** for compensation" and deposit it with the Court: *Human Rights Board of Inquiry Monetary Orders for Compensation Regulations*, NS Reg 98/98, s 3(2). The *Act* itself states that "[e]very person in respect of whom an **order** is made under this Act shall comply with the order" and creates a summary offence for failure to comply, but again this mechanism is limited to orders: *Act*, ss 37-40. In short, a valid order is a prerequisite for using the enforcement mechanisms of the *Act* to enforce the terms of a settlement agreement.

[17] Both the Commission and the respondent say that the Board can simply issue an order, pursuant to s. 34(5) of the *Act*, in conjunction with its decision approving the proposed settlement agreement. The Commission provided the Board with five case examples to support this proposition: *Mazurski v St Ann's Motel and Douglas and Christine Coolen* (8 October 2013), 51000-30-H10-1770 (NS BOI) [*Mazurski*], *Pye v Commercial Safety Surveys Limited* (4 December 2013), H09-1344 (NS BOI) [*Pye*], *Nova Scotia Human Rights Commission Hockey Nova Scotia*, 2014 CanLII 29797 (NS BOI) [*Hockey Nova Scotia*], *Wynn v Aramark Canada Limited* (11 October 2013), 5100-30-H10-2463 (NS BOI)) [*Wynn*], *Tanner v Alumitech Distribution Centre Ltd*, 2015 CanLII 15118 (NS BOI) [*Tanner*].

[18] None of the decisions provided by the Commission address the jurisdictional issue raised by the Board. In *Tanner*, the Board made a finding of discrimination and issued its order pursuant to s. 34(8) of the *Act*, not s. 34(5). In *Mazurski*, the settlement agreement included only non-monetary measures and the Board appears not to have issued an order requiring that these steps be performed. In *Pye*, *Hockey Nova Scotia*, and *Wynn*, the Board did make a monetary and/or non-monetary order in conjunction with its approval of the respective settlement agreement, but there was no discussion of the jurisdictional issue. Moreover, in some of these cases, the Board appears to have rendered its decision using a template decision.

[19] Neither the Commission nor the respondent provided any analysis of the Settlement Trilogy that was put to them by the Board. In each of these cases, the scope of jurisdiction under s. 34(5)

of the *Act* was squarely addressed. Before turning to those cases, I wish to comment briefly on the concept of "jurisdictional discrimination" which was first developed in *Craig and Robertson v Halifax Regional Municipality and Metro Transit* (29 November 2011), H08-0983 & H09-1227 (NS BOI) [*Craig*] and subsequently utilized in parts of the Settlement Trilogy.

[20] In *Craig*, the Board resolved the apparent jurisdictional hurdle of making an order when approving a settlement by first making a finding of "jurisdictional discrimination pursuant to s. 34(7) of the *Act*." The Board reasoned that there was enough acknowledgement of discrimination within the record to establish a contravention of the *Act* for the purposes of establishing its jurisdiction. Even if there were case law to support this approach, in most cases that settle, the Board does not have adequate information to make a finding that the *Act* has been violated, even if only in a technical or jurisdicational sense. One of the benefits of settlement is the efficiencies gained from not having to make factual findings regarding alleged discrimination; if such findings were necessary to properly approve settlement agreements, then much of the benefits of settling cases would be lost. In any event, in the circumstances of this case, the Board lacks adequate information to comment on the allegations of discrimination.

[21] The Settlement Trilogy builds on the decision in *Craig*, in some cases employing its "jurisdictional discrimination" approach. The Settlement Trilogy makes a cogent case for two propositions: 1) the Board's public interest authority and responsibility, when approving proposed settlement agreements, is broader than simply recognizing the value of settlements, and 2) in approving a proposed settlement agreement, the Board should ensure that the terms of the agreement are easily enforceable.

[22] The Board's public interest reasoning, in the Settlement Trilogy, is supported by decisions of the Supreme Court and Court of Appeal noting the public's interest in the proper adjudication of human rights complainants: *Dalhousie University v Aylward*, 2001 NSSC 51 at para 21, aff'd 2002 NSCA 76, *Dillman v IMP Group Ltd* (1995), 143 NSR (2d) 169, 1995 CanLII 4254 (CA), numerous court decisions recognizing the quasi-constitutional status of human rights legislation: *See eg Insurance Corp of British Columbia v Heerspink*, [1982] 2 SCR 145 at 158, and a recent decision of the Court of Appeal that recognizes the Board's "substantial discretion in determining what is in the public interest" when approving proposed settlement agreements: *Gavel v Nova Scotia*, 2014 NSCA 34 at para 38. How the Board ensures that the terms of a proposed settlement agreement are enforceable is a different matter.

[23] In the Settlement Trilogy, the Board developed a bifurcated approach to ensure enforceability and deal with the apparent jurisdictional constraint of s. 34(5) of the *Act*. At the first stage, under this approach, the Board issues an interim decision approving the settlement agreement and requiring its implementation, but then reserves jurisdiction to continue the inquiry if the terms are not implemented by a certain date. At the second stage, the Board issues a final decision, pursuant to s. 34(5) of the *Act*, concluding the inquiry. This obviates the need for the Board to make an order pursuant to s. 34(5) of the *Act*.

[24] In *MacDonald*, the Board did not need to employ this approach because the complaint was withdrawn after the respondent's counsel gave a solicitor's undertaking to pay the monetary

amount included in the proposed settlement agreement. In *Pemberton*, the bifurcated approach was again unnecessary because the respondent fully implemented the settlement agreement upon securing agreement of the complainant and the Commission. In *Saulnier*, the Board did employ the bifurcated approach.

[25] In my view, the bifurcated approach is problematic for a number of reasons. First, s. 34 of the *Act* does not envision the Board issuing interim decisions or orders beyond what it needs to do to control its own process, obtain evidence, and compel witness testimony: *Act*, s 34(1). Section 34(5) of the *Act*, which governs what the Board must do in response to a complaint that is settled by agreement among all parties, does not include anything about an interim process. Second, if a proposed settlement agreement includes terms that cannot be fulfilled in a short time period, such as some of the more educational or systemically directed remedies, the Board would be required to retain jurisdiction for significant lengths of time before a matter could be finally resolved. This goes against one purpose of the *Act* which is to efficiently resolve human rights complaints. Finally, a careful statutory interpretation of s. 34(5) of the *Act* supports the conclusion that the Board can issue orders in conjunction with approving a settlement agreement, thereby making the need for a bifurcated process unnecessary.

[26] The modern approach to statutory interpretation requires the words of s. 34(5) of the *Act "*to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of [the Legislature]": *Rizzo & Rizzo Shoes Ltd, Re* [1998] 1 SCR 27, 1998 CarswellOnt 1 at para 21. As a general rule of statutory interpretation, the Legislature is presumed to use legal terms in their legal sense: *Qualifications for Mayor & Aldermen of Calgary of Persons in Receipt of Relief, Re,* [1934] 1 DLR 55, 1933 CarswellAlta 40 (Alta CA). Meaning must also be given to each part of a statute whenever possible so that words do not become mere surplusage: *Williams v. Box* (1910), 44 SCR 1, 1910 CarswellMan 168 at para 112. However, given the special or quasi-constitutional nature of human rights legislation, the Supreme Court of Canada has made clear that a broad and purposive approach to statutory interpretation is required. In *Ontario (Human Rights Commission) v Simpsons-Sears Ltd*, [1985] 2 SCR 536, 1985 CarswellOnt 946 at para 12, per McIntyre J, the Court held, in the context of Ontario's human rights legislation:

> It is not, in my view, a sound approach to say that, according to established rules of construction, no broader meaning can be given to the Code than the narrowest interpretation of the words employed. The accepted rules of construction are flexible enough to enable the Court to recognize in the construction of a human rights code the special nature and purpose of the enactment ..., and give to it an interpretation which will advance its broad purposes. [citations omitted]

[27] In this case, the Legislature used the word "decision" in s. 34(5) of the *Act* and not the word "order" found in other subsections of s. 34. Neither words are defined in the *Act*, the *Interpretation Act*, RSNS 1989, c 235, or in any other directly relevant Nova Scotia legislation to the Board's knowledge. In the *Judicature Act*, RSNS 1989, c 240, s 2(c), "judgment" (which is analogous in my view to "decision") is defined to include "an order, rule or decree." By contrast, in Ontario, "judgment" "means a decision that finally disposes of an application or action on its

merits...” but “judgment” is also included within “order” by definition: *See eg Ontario Rules of Civil Procedure*, RRO 1990, Reg 194, R. 1.03(1). In any event, none of this changes the fact that the Legislature used two different operative words in s. 34 of the *Act*, “decision” and “order.”

[28] In their ordinary sense, “decision” and “order” have slightly different meanings. According to Black's Law Dictionary, “decision” means “A judicial or agency determination after consideration of the facts and the law; esp., a ruling, order, or judgment pronounced by a court when considering or disposing of a case,” whereas an “order” means “A command, direction, or instruction”: Black's Law Dictionary, 10th ed 2014, “decision” “order”. This suggests that the Board's power to issue a “decision” in s. 34(5) of the *Act* is something less than its power to issue “orders” in ss. 34(7) and (8) of the *Act*.

[29] However, the Legislature did not limit the Board's authority in s. 34(5) of the *Act* to simply providing a “decision.” Section 34(5) of the *Act* requires the Board to report the terms of the settlement in its decision, but the Legislature then goes on to permit the Board to include “any comment the board deems appropriate.” Some meaning must be given to this phrase that follows and modifies the word “decision” otherwise the phrase would be rendered superfluous. Decisions, in law, are understood to include comments from the decision-maker, so it would be redundant for the Legislature to explicitly state that the Board may include commentary in its decision. This suggests that the Legislature intended to grant the Board some power in s. 34(5) of the *Act* beyond simply writing a decision.

[30] A purposive interpretation helps to further elucidate what “decision” means in s. 34(5) of the *Act*. One purpose of the *Act* is to “extend the statute law relating to human rights and provide for its effective administration”: *Act*, s 2(f). Effective administration certainly includes supporting the resolution of complaints by way of settlement and the Commission is encouraged throughout the *Act* to seek to settle claims where possible. In my view, s. 34(5) of the *Act* should be read with this purpose in mind, especially given the Supreme Court of Canada's instruction to take a broad and purposive approach to interpreting human rights legislation. When this is done, the phrase “decision with any comment the board deems appropriate” must be understood to mean something more than a bare decision since this would not further the purposes of the Act, if anything it would serve to frustrate and prolong the settlement process by making enforcement issues more complicated.

[31] The preceding textual, contextual, and purposive approach to interpreting s. 34(5) of the *Act* does not mean that the Board has the power to issue any order as part of the settlement agreement approval process; such an interpretation could only be reached if s. 34(5) used comparably expansive language as is found in ss. 34(7) and (8). What it does mean is that under s. 34(5) of the *Act* the Board has the limited jurisdiction to issue orders that give effect to the settlement terms that were mutually agreed upon by all of the parties. The Board may do so immediately after satisfying itself that the proposed settlement agreement is in the public interest. No bifurcated approval approach is necessary.

[32] Having determined that the Board has the jurisdiction to issue the consent order requested by the parties, all that remains is the question of whether the proposed settlement agreement is in

the public interest.

[33] Determining whether approving a settlement agreement would be in the public interest has both procedural and substantive components. From a procedural perspective, the Board must have sufficient information to access the potential public interest aspects of the agreement as well as whether the parties both understand and voluntarily consented to the agreement. This is especially important where, as here, one or more of the parties is self-represented. From a substantive perspective, the Board must evaluate the private interests that are fulfilled by the agreement as well as the broader public's interest in the matter.

[34] In this case, the settlement agreement includes an agreed statement of facts that outlines some of the steps the respondent took to accommodate the complainant. While these facts are untested and do not necessarily resolve the question of whether the complainant was discriminated against—an enquiry that the settlement agreement makes unnecessary—they do provide sufficient background information to assess the public's interest in the settlement of this matter.

[35] Since the complainant is not represented by legal counsel, the Board made direct enquiries with the complainant's representative to ensure that she understood the terms of the settlement agreement and voluntarily consented to those terms. This is particularly important given that the settlement agreement includes clauses that specify that the complainant did not receive legal advice from the Commission's counsel, that she had the opportunity to seek independent legal advice, and that she is waiving her right to make future legal claims against the respondent with respect to this matter. The Board was satisfied that the complainant understood and voluntarily consented to the settlement agreement.

[36] The proposed settlement agreement includes only private remedies. The respondent does not admit liability but agrees to give the complainant $1,000 in general damages. In return, the complainant agrees to waive any further claims or legal actions against the respondent with respect to this matter. By reaching a settlement, the complainant and respondent also avoid the uncertainty and additional costs associated with proceeding to a hearing on the merits. The Commission, for its part, benefits from seeing a complaint dealt with to the satisfaction of the immediate parties involved. The public has an interest in seeing human rights complaints dealt with by way of settlement agreements that serve the interests of the immediate parties. The fact that the proposed settlement agreement appears to meet the needs of the immediate parties involved strongly suggests that approving it would be in the public interest.

[37] The proposed settlement agreement does not include public remedies, such as mandating certain educational steps. As a public document, the agreement does provide some educational value since the public (especially employers) can learn from the accommodation steps described in the background facts. In any event, the lack of public remedies does not mean that approving the agreement would be against the public interest. The Board has a broad discretion to determine whether approving a settlement agreement is in the public interest: *Gavel*. In some cases, remedies beyond the interests of the immediate parties may be called for. However, given the limited scope of s 34(5) of the *Act* it is not clear whether the Board could issue an order that

included remedies beyond the immediate parties involved. In this case, I am satisfied that no public remedies are needed.

Conclusion

[38] For the above reasons, the Board is prepared to approve the proposed settlement agreement as consistent with the purposes of the *Act* and the public interest. The Board will endorse the consent order provided by the parties. Copies of both the settlement agreement and consent order will be appended to this decision. This concludes the inquiry into this matter.

Dated at Halifax, Nova Scotia, this 8th day of July, 2015.

"Benjamin Perryman"

Board of Inquiry Chair

NOVA SCOTIA
Human Rights Commission

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") dated _____ , 2015 is

BETWEEN:

MARY BROWN
("Complainant")

- and -

ST. VINCENT DE PAUL SOCIETY – HAND IN HAND BOARD
("Respondent")

- and -

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION
("NSHRC")

Background Information

1. The Complainant made a complaint under the *Human Rights Act* on December 20, 2012 against the Respondent alleging discrimination on the basis of disability.
2. The parties recognize that the Complainant believes that she was discriminated against and the Respondent denies it discriminated against the Complainant.
3. The Complainant had concerns that her employment had been brought to an end as a result of the alleged discrimination and sought compensation.
4. The Respondent denied discrimination saying that it understood based upon information provided by the Complainant that she had been advised by her physician that she was no longer able to work (and in fact had been advised a number of years previously that her physician had suggested that she leave work) and accordingly the Respondent took active steps to assist her in applying for Employment Insurance benefits arising out of illness and Canada Pension Plan disability benefits and further that the Respondent offered a retirement farewell gathering for the

Complainant (which she declined due to her health). In addition the Respondent was supportive of the Complainant throughout the time after she was diagnosed with multiple sclerosis including:

(a) When Hand in Hand was involved in planning for its new building, it put the Complainant's medical condition at the front of its mind. Although it would have preferred to have the Director's office on the second floor, it located the Complainant's office on the ground floor in an effort to accommodate her progressive condition. Hand in Hand also installed an elevator to accommodate the Complainant's mobility requirements.

(b) The Complainant had been working for Hand in Hand for a number of years before Hand in Hand set up an RSP plan whereby employees could choose the contribution they wished to make and Hand in Hand would double that contribution to a maximum of 10%. When participation in the plan was offered to the Complainant, she had already been diagnosed with MS and had previously made a statement that her doctor had advised that she probably would not be able to work past 60 years of age. Because of this, Hand in Hand was concerned that the Complainant would not be able to work long enough to build up much in the RSP and decided to buy back both the Complainant's share and the employer's share that would have been contributed had the Complainant been contributing since she had been hired. The total cost of this contribution by the Respondent amounted to $48,000.

(c) By June, 2011, the Complainant's health had diminished to the point that the Respondent's Board felt that she needed assistance and an Assistant Director was hired to take on some of her workload.

5. The Respondent is further concerned because the NSHRC's investigation report issued June 9, 2014 recommended that the complaint be dismissed "because there is insufficient evidence to support the allegation". Notwithstanding that recommendation, the Board of NSHRC decided to refer the complaint to a board of inquiry to determine whether discrimination had occurred.

6. The Complainant and the Respondent have settled the complaint by this Settlement Agreement and agree to the terms below.

7. The Respondent is particularly interested in resolving this matter because proceeding to a Board of Inquiry hearing will involve considerable expense, time and distraction for those involved with the Respondent volunteer organization.
8. The NSHRC supports the Settlement as being in the public interest in the circumstances of this case because the parties have assessed and addressed the concerns raised by each other which is represented by the resolutions found in this agreement. The parties also indicate to the NSHRC that they wish to avoid the uncertainties associated with a Board Chair ordering an outcome and also wish to avoid the resource, time and legal costs associated with a traditional Board of Inquiry.
9. The Complainant and the NSHRC understand and accept that the Respondent does not, by this Settlement Agreement, admit any liability and further denies any liability.
10. The Respondent understands and accepts that this release of liability does not take away from the significance of the complaint for the Complainant and acknowledges the hurt feelings of the Complainant.

Terms of the Proposed Agreement

11. The Complainant will receive from the Respondent, the sum of $1,000.00 as general damages. These funds shall be made payable to the Complainant and forwarded to the Complainant (in care of the Commission) within 30 days of the receipt of written notification of the Board of Inquiry's approval of this Settlement Agreement and Consent Order.
12. This Agreement will be final and binding on the parties upon approval of the Board of Inquiry. The Board of Inquiry will report the Settlement terms in its Decision pursuant to section 34 (5) of the *Human Rights Act* and therefore the parties understand this Settlement agreement is a public document.
13. The Complainant or anyone representing the Complainant or their estate cannot make any further claims or legal actions against the Respondent, or anyone associated with them, on the facts arising from this complaint and the Complainant's employment, including the ending of that employment, with the Respondent.

14. The Complainant and Respondent understand and agree that, while they have received much information about human rights, neither of them has received directive or legal advice from staff, officers, mediators or the lawyer of the NSHRC, with respect to the terms of this Settlement Agreement and Consent Order; including but not limited to implications regarding taxation liability under the *Income Tax Act*, employment insurance benefit repayment, or insurance policy repayments.

15. In this regard, the parties acknowledge they were advised to review this resolution with legal counsel of their choice and at their expense. The parties agree and understand that Lisa Teryl, Legal Counsel, represents the Commission and none of the parties.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Signed by:

_____ _____

Witness Mary Brown

St. Vincent de Paul Society – Hand in Hand Board

_____ per: _____

Witness Maureen MacIsaac

By the signature of its authorized agent under Section 32(1) of the *Act*, the NSHRC gives its approval to the terms of this Settlement Agreement and Consent Order.

DATED at Halifax, Nova Scotia this day of , 2015.

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION

SCHEDULE “A”

In the matter of the Nova Scotia *Human Rights Act,* R.S., c. 214, s. 1

MARY BROWN
(“Complainant”)

- and -

ST. VINCENT DE PAUL SOCIETY – HAND IN HAND BOARD
(“Respondent”)

- and -

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION
(“NSHRC”)

CONSENT ORDER

WHEREAS the parties have settled the matter prior to a Board of Inquiry;

AND WHEREAS the parties have worked collaboratively with the Commission and each other to address and resolve the issues arising out of the complaint dated December 20, 2012;

AND WHEREAS the parties have agreed to the terms of settlement in the form attached;

AND WHEREAS the Board Chair has reviewed this Settlement Agreement and finds it in the public interest;

It is hereby ordered that:

1. St. Vincent De Paul Society – Hand in Hand Board (“Hand in Hand”) shall remit to Mary Brown a total amount of $1,000.00 to be classified as general damages to avoid the expenditure of additional funds after the Commission had recommended that the Complaint be dismissed but the Commissioners decided that it should proceed to a hearing.

2. Hand in Hand will make this payment within 30 days of receipt of written notification of the Board Chair's approval of this settlement.

3. Failure to abide by this agreement will result in the matter being referred to the Supreme Court for enforcement pursuant to the *Human Rights Board of Inquiry Monetary Orders for Compensation Regulations*.

Issued this 8th day of July, 2015.

_____

Benjamin Perryman
Inquiry Board Chair

Consented as to form and content:

_____

Mary Brown
Complainant

_____

Brian G. Johnston, Q.C.
Counsel for the Respondent

_____

Ann Smith, Q.C.
Counsel for the Nova Scotia Human Rights Commission