

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

and

IN THE MATTER OF: Board File No. H12-1763

BETWEEN:

Debbie McLaren

(“Complainant”)

- and -

Atlantic Building Cleaning Limited

(now GDI Integrated Facility Services)

(“Respondent”)

- and -

The Nova Scotia Human Rights Commission

(“NSHRC”)

DECISION OF THE BOARD OF INQUIRY

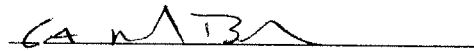
This is my decision for the Board of Inquiry concerning the above matter. This inquiry was mandated to enquire into allegation of discrimination under s. 5(1)(d)(o) of the Act on the grounds of employment and physical disability. I have decided to conclude the inquiry after reviewing the settlement agreement presented by the parties and after considering the public interest.

The complaint was referred to me for conclusion by agreement among all parties pursuant to section 34(5) of the Act. I have reviewed the Settlement Agreement which is attached to this decision. It appears the settlement reflects the principal objectives of the *Human Rights Act* in educating persons about the fundamental importance of human rights, educating on the values and purposes of human rights, and finally, in settling complaints as the preferred means of resolving human rights

disputes that occur from time to time. I commend the parties for their success in reaching the settlement.

Finally, the public interest has been considered and served by resolving this complaint in the manner settled by the parties. I see no further reason to continue the inquiry.

Dated at Halifax, Nova Scotia, this 2nd day of December, 2013.


E.A. Nelson Blackburn, Q.C.
Board Chair


NOVA SCOTIA
Human Rights Commission

SETTLEMENT AGREEMENT

This settlement agreement (“Settlement Agreement”) dated October 10, 2013 is

BETWEEN:

Debbie McLaren
(“Complainant”)

- and -

Atlantic Building Cleaning Limited
(now GDI Integrated Facility Services)
(“Respondent”)

- and -

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION
(“NSHRC”)

Background Information

1. The Complainant, Debbie McLaren, made a complaint under the *Human Rights Act* on November 30, 2012 against the Respondent, Atlantic Building Cleaning Ltd., now known as GDI Integrated Facility Services, alleging discrimination.
2. The Complainant and the Respondent have settled the complaint by this Settlement Agreement and agree to the terms below.

Terms of the Agreement

3. The Complainant and the NSHRC understand and accept that the Respondent does not, by this Settlement Agreement, admit any liability.

4. 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.
5. The Complainant will receive from the Respondent, the sum of \$1, 500 as general damages within 14 days of receipt of written notification of the Board Chair's approval of this Settlement Agreement.
6. Failure to comply with the terms of this Settlement Agreement will result in the case being forwarded to the NSHRC for further action.
7. In consideration of the payment to the Complainant under this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debbie McLaren releases and forever discharges GDI Integrated Facility Services, its officers, directors, employees, agents and representatives, together with its affiliates, subsidiaries, predecessors, successors and assigns (collectively "the Releasees"), from all debts, claims, demands, actions, causes of action, suits, dues, sums of money, damages, costs, agreements and all liabilities of any kind or nature whatsoever at all in equity or otherwise (including claims under the Labour Standards Code, the Human Rights Act, and any other applicable labour or employment legislation) which against the said Releasees, I ever had, now have or which my heirs, executors, administrators or assigns or any of them hereafter can, shall or may have for or by reason of any matter or thing existing up to the present time, and without limiting the generality of the foregoing, relating in any way to my employment with the Releasees and the termination of that employment.
8. For the consideration provided to the Complainant, she further agrees to indemnify and hold harmless the Releasees with respect to any and all claims and demands made by the Government of Canada or any of its agents or representatives or departments under the applicable statutes and regulations with respect to any amounts that may be claimed to be payable with respect to payments made to me by the Releasees in connection with the consideration referred to above. This covenant and agreement will enure to the benefit of

the Releasees, which will have the right of set off from any monies otherwise owing to Ms. McLaren in response to any claim against the Releasees to which the above indemnity applies.

9. The NSHRC may report publicly the fact of settlement and its terms.
10. All parties understand and agree that the terms of this Settlement Agreement may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, and as otherwise required by law.
11. The Complainant and Respondent understand and agree that neither of them has received advice from staff, officers, mediators or the lawyer of the NSHRC, with respect to the terms of this settlement agreement; including but not limited to implications regarding taxation liability under the *Income Tax Act*, employment insurance benefit repayment, or insurance policy repayments.
12. If within one week of signing this Settlement Agreement an unrepresented party has not provided written notice to the NSHRC that this agreement is unsatisfactory, then it is binding on them.

Signed by:

Debbie McLaren October 17/2013
Complainant, Debbie McLaren

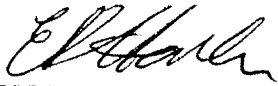
DATED at Bible Hill, Nova Scotia this 17 day of October, 2013.

Robert Crozier
Robert Crozier, on behalf of GDI Integrated Facility Services.

DATED at Halifax, Nova Scotia this 10th day of Oct, 2013.

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.

DATED at Halifax, Nova Scotia this 20th day of November, 2010.


**THE NOVA SCOTIA HUMAN
RIGHTS COMMISSION**