



**NOVA SCOTIA**  
Human Rights Commission

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement Agreement”) dated June 27, 2013 is

**BETWEEN:**

**Wayne Dooks**  
**(“Complainant”)**

- and -

**Tri-County Regional School Board**  
**(“Respondent”)**

- and -

**Canadian Union of Public Employees Local 964**  
**(“Respondent”)**

- and -

**THE NOVA SCOTIA HUMAN RIGHTS COMMISSION**  
**(“NSHRC”)**

### **Background Information**

1. The Complainant made a complaint under the *Human Rights Act* on July 27, 2012 against the Respondents alleging discrimination.
2. The Complainant and the Respondents 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 Respondents do not, by this Settlement Agreement, admit any liability.

4. The Respondents understand and accept 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 Respondents agree to reinstate the Complainant to his position as a substitute bus driver, with full seniority, but without back payment. Further, the Complainant will satisfy any upgrading as a bus driver required by the Respondent prior to the start of the 2013-2014 school year.
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. The Complainant further releases the parties as follows:
  - a. The Complainant, or anyone representing the Complainant or their estate, will not make any further claims or legal actions against the Respondents, or anyone associated with them, on the facts arising from this complaint.
  - b. The Complainant further agrees there are no other side agreements and that the settlement terms in this Settlement Agreement are the only terms.
8. The NSHRC may report publicly the fact of settlement and its terms.
9. 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.
10. The Complainant and Respondents understand and agree that they have not 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.

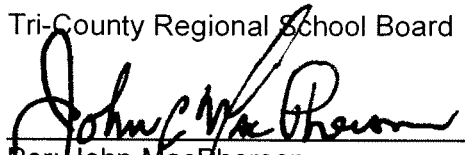
11. If within one week of signing this Settlement Agreement an unrepresented party has not provided written notice to the NSHRC that this agreement is unsatisfactory, then it is binding on them.

**Signed by:**

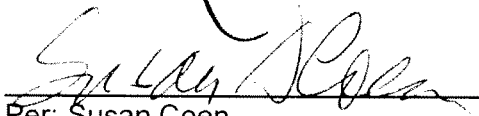
Wayne Dooks

  
Complainant

Tri-County Regional School Board

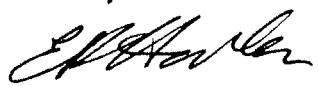
  
Per: John MacPherson  
Tri-County Regional School Board

Canadian Union of Public Employees Local 964

  
Per: Susan Coen  
Canadian Union of Public Employees 964

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 20<sup>th</sup> day of September, 2013.

  
THE NOVA SCOTIA HUMAN  
RIGHTS COMMISSION