

Agreement to Settle

BETWEEN:

Evelyn Travis

COMPLAINANT

AND:

Penticton and Area Access Society

RESPONDENT

Re: A complaint under the Human Rights Code, R.S.B.C. 1996, c. 210 (as amended); Case Number: 15916

The undersigned parties agree as follows:

1. The Respondent agrees to pay the Complainant the sum \$5,000 as general damages for injury to dignity, feelings and self-respect.
 2. The Respondent agrees to pay the Complainant the sum \$7,000, less applicable deductions, as compensation for loss of wages.
 3. The Respondent agrees to provide the Complainant with a letter confirming the Complainant's position, dates of employment and wage.
 4. The Respondent agrees to provide the Complainant with proof of internal audit of policies and dismissal procedures. The Respondent will provide the Complainant with a full explanation to clarify how the Society's obligations under the Human Rights Code, particularly the duty to accommodate an employee's disability to the point of undue hardship, were specifically addressed and remedied in the process of the internal audit.
 5. In return, the Complainant agrees to:
 1. Withdraw his/her human rights complaint;
 2. Withdraw any other proceedings against the Respondent arising from the facts on which the complaint was based, and agrees not to commence any other proceedings against the Respondent related to the facts on which the complaint was based.
 3. File a Notice of Withdrawal with the BC Human Rights Tribunal within business days of completion of the terms set out in paragraphs 1 and 2.
 6. Settlement of this complaint is not an admission of liability by the Respondent.
- Agreement to Settle BETWEEN: Evelyn Travis COMPLAINANT AND:

Penticton and Area Access Society RESPONDENT Re: A complaint under the Human Rights Code, R.S.B.C. 1996, c. 210 (as amended); Case Number: 15916 The undersigned parties agree as follows: The Respondent agrees to pay the Complainant the sum \$5,000 as general damages for injury to dignity, feelings and self-respect. The Respondent agrees to pay the Complainant the sum \$7,000, less applicable deductions, as compensation for loss of wages. The Respondent agrees to provide the Complainant with a letter confirming the Complainant's position, dates of employment and wage. The Respondent agrees to provide the Complainant with proof of internal audit of policies and dismissal procedures. The Respondent will provide the Complainant with a full explanation to clarify how the Society's obligations under the Human Rights Code, particularly the duty to accommodate an employee's disability to the point of undue hardship, were specifically addressed and remedied in the process of the internal audit. In return, the Complainant agrees to: Withdraw his/her human rights complaint; Withdraw any other proceedings against the Respondent arising from the facts on which the complaint was based, and agrees not to commence any other proceedings against the Respondent related to the facts on which the complaint was based. File a Notice of Withdrawal with the BC Human Rights Tribunal within business days of completion of the terms set out in paragraphs 1 and 2. Settlement of this complaint is not an admission of liability by the Respondent. The parties agree that the terms of this agreement are confidential and will not be divulged to third parties, unless required by law. The parties agree that, if asked, they will only say that "the parties resolved the complaint". Signed this _____ day of _____, 20____, in the city of: _____

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10. Evelyn Travis

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14. Penticton and Area Access Society original to complainant copy to respondent

15.t.

16.The parties agree that the terms of this agreement are confidential and will not be divulged to third parties, unless required by law. The parties agree that, if asked, they will only say that "the parties resolved the complaint".

Signed this _____ day of _____, 20____, in the city of:

Evelyn Travis

Penticton and Area Access Society

original to complainant
copy to respondent