

T.D. 11/95  
Decision rendered on June 30, 1995

CANADIAN HUMAN RIGHTS ACT  
R.S.C., 1985, c.H-6 (as amended)

HUMAN RIGHTS TRIBUNAL

BETWEEN:

LORI MORIN

Complainant

and

CANADIAN HUMAN RIGHTS COMMISSION

Commission

and

BRINK'S CANADA LIMITED

Respondent

TRIBUNAL DECISION

TRIBUNAL: Anne L. Mactavish, Chairperson  
Kathleen Jordan, Member  
Alvin Turner, Member

APPEARANCES: Odette Lalumière  
Counsel for the Canadian Human Rights Commission

Gérald Riendeau  
Representing Brink's Canada Limited

Lori Morin  
On her own behalf

DATES AND

LOCATION OF HEARING: March 21, 22, 23 and 24, 1995 in Ottawa, Ontario

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## I THE COMPLAINT

This case involves an allegation of discrimination on the basis of sex, contrary to the provisions of section 7 of the Canadian Human Rights Act (the "CHRA"). On February 25, 1991 the Complainant, Lori Morin filed a complaint with the Canadian Human Rights Commission (the "Commission"), the particulars of which are as follows:

"Brink's Canada Limited has discriminated against me in employment by treating me in an adverse differential manner because of my sex, contrary to section 7 of the Canadian Human Rights Act.

I am a woman.

I started employment with Brink's Canada Limited on February 4, 1989. On August 27, 1990, my supervisor informed me that my position of air courier was being combined with that of the vault supervisor, and asked me whether I would be interested in taking the new position. He indicated to me however that I would not get any increase in pay because of the company's tight financial situation. My annual salary as an air courier was \$27,000. The person who occupied the vault supervisor position prior to resigning earned \$30,000 per year.

On August 31, 1990, I turned down the offer. I was then assigned to a dispatcher's position at the same salary I was making as an air courier. On September 11, 1990, the company offered the position of air courier/vault supervisor to a male employee with no experience in these duties at an annual salary of \$30,000. I therefore believe that the company has discriminated against me because I am a woman."

## II JURISDICTION

At the outset of the hearing, the Respondent's representative brought three preliminary motions, two of which were disposed of in accordance with reasons delivered at that time. The third motion was a challenge to the Tribunal's jurisdiction, on the basis that Brink's Canada Limited ("Brink's") was not within federal jurisdiction, but rather was provincially regulated.

Section 2 of the CHRA clearly limits the Tribunal's jurisdiction to matters coming within the legislative authority of the Parliament of Canada.

Despite being invited to do so by the Tribunal, neither Brink's nor the Commission chose to lead any evidence with respect to the operation of the company. Each party alleged that the burden of proof in a challenge of this nature was on the opposing party, and that there was, therefore, no obligation on that party to adduce any evidence with respect to the nature of the Brink's operation. Neither party cited any authority for their position with respect to the issue of where the burden of proof lies.

Both parties chose to argue the matter on the basis of the existing jurisprudence with respect to the regulatory jurisdiction governing this employer, and in particular, the decision of the Saskatchewan Court of Appeal in *Brink's Canada Limited v. Retail, Wholesale and Department Store Union, Local 454*, (1976), 77 C.C.L.C. 14,087, which held that the employer was subject to provincial jurisdiction, and the 1992 decision of the Canada Labour Relations Board in *Amalgamated Transit Union and Brink's Canada Limited et al.*, (CLRB Decision 918), which found that the employer was subject to federal regulation.

In response to questions from the Tribunal, the Respondent's representative did acknowledge that the description of Brink's business contained in CLRB Decision 918 was accurate, and that the company's business, as described in that decision, was the same business that Brink's had been engaged in at the time of the events giving rise to this complaint.

The Tribunal reserved its decision on the jurisdictional challenge, and asked the parties to provide written submissions, including reference to legal authorities, on the issue of who carries the burden of proof in a challenge of this nature. The hearing then proceeded on the merits.

After the close of the hearing, the Tribunal was provided with a letter dated March 30, 1995 from George Vassos of the law firm of Harris & Partners, on behalf of Brink's. Mr. Vassos' letter provides:

"We have been consulted by Brink's Canada Limited. Gerard Riendeau (Labour Relations Manager) appeared on behalf of

Brink's at the hearing of this matter. On Tuesday, March 22, 1995, Mr. Riendeau raised a challenge to the Board's jurisdiction based on constitutional concerns. Mr. Riendeau presented argument with respect to this question, and the more narrow question of where the burden of proof lies in any challenge relating to jurisdiction.

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We are writing at this time to advise that neither Mr. Riendeau nor this firm have any further submissions to make on behalf of Brink's with respect to these issues.

Brink's hereby requests leave of the Tribunal to withdraw on a without prejudice basis all these issues noted herein. If the Tribunal is not prepared to grant the withdrawal on a without prejudice basis, then alternatively, we would ask that the Tribunal simply make its decision based on the submissions already presented by Mr. Riendeau..."

By letter dated April 4, 1995 the Commission advised the Tribunal that it was prepared to consent to the Respondent's request to withdraw its challenge to the Tribunal's jurisdiction, as long as the withdrawal be taken as an admission that the Tribunal did have jurisdiction. In the event that the Tribunal did not allow the Respondent to withdraw its challenge, the Commission also provided further submissions on the question of the burden of proof.

Given the stated desire of the Respondent not to proceed with its challenge to the jurisdiction of the Tribunal, the Tribunal will allow the withdrawal of the motion, and will proceed on the basis that the Tribunal has jurisdiction to deal with this matter.

As to the effect that the withdrawal of the jurisdictional challenge should have on future proceedings, in the Tribunal's view, this is not something that can or should be determined at this time by this Tribunal. The Tribunal has noted that the Commission does not accept

that the challenge was withdrawn without prejudice, and it remains open to the parties to argue the effect that these events should have, if any, on future proceedings, in the context of those future proceedings.

### III FACTS

This case ultimately required the determination of questions of credibility, and accordingly it is necessary to review the evidence of the various witnesses in some detail.

Lori Morin

Ms. Morin joined Brink's in February of 1989. In August of 1991, she was employed on the afternoon shift in the Air Courier Department at an annual salary of \$27,000.00. According to Ms. Morin, in addition to the responsibilities associated with her position in the Air Courier Department, she was also responsible for supervising the vault area during the evenings, once Todd Campbell, the regular Vault Supervisor, had gone home for the day.

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Ms. Morin testified that on August 27, 1991 she met with Alain Brosseau, the Assistant Branch Manager of Brink's Ottawa Branch. Mr. Brosseau advised Ms. Morin that Todd Campbell had resigned his position. Mr. Brosseau then informed Ms. Morin that he would be merging the Vault Supervisor position with Ms. Morin's position. Mr. Brosseau asked Ms. Morin whether she would be interested in the merged position. Ms. Morin understood Mr. Brosseau to be offering her the job. Ms. Morin was very interested, and asked Mr. Brosseau a number of questions about the responsibilities associated with the new position. Mr. Brosseau explained that he was not sure at that point exactly how the merged position would function.

Ms. Morin then asked Mr. Brosseau whether she would receive an increase in her salary. Mr. Brosseau explained that the company was having financial difficulties, and that, as a result there would be no increase in salary in the new position.

Ms. Morin was aware that Mr. Campbell had been making \$30,000.00 per annum, and accordingly was surprised to learn that she would not receive a raise. Ms. Morin also testified that she was aware that Brink's was facing financial difficulties, and accepted what Mr.

Brosseau told her regarding the salary for the new position. Mr. Brosseau told Ms. Morin to take a few days to consider the matter, and to get back to him.

Ms. Morin testified that this conversation took place in Mr. Brosseau's office, which office was contained within the dispatch office. Mr. Brosseau's office was separated from the remainder of the dispatch office by partial walls or partitions. Ms. Morin was not aware whether there was anyone in the dispatch office during her conversation with Mr. Brosseau.

According to Ms. Morin, on August 31, she met Mr. Brosseau in the company parking lot, at which time she advised him that she had considered the job offer, and that as long as there was no increase in salary, she would decline the offer.

Later that afternoon Mr. Brosseau brought the subject up again, asking when Ms. Morin thought that she would be able to justify taking the position. Ms. Morin advised Mr. Brosseau that she would not be able to justify taking on the added responsibilities unless there was an attendant increase in compensation.

According to Ms. Morin, had Mr. Brosseau offered her the merged position at \$30,000.00 per year, she would have accepted it. Ms. Morin denied that transportation difficulties played any role in her decision to reject the position.

On September 11, 1990 Ms. Morin was advised by Eric Hanson, a co-worker, that he had accepted the position. Mr. Hanson also advised Ms. Morin that his salary was to be increased to \$30,000.00 per annum. Ms. Morin was shocked at this revelation, particularly given the fact

that, unlike Mr. Hanson, she had previous experience in the Vault Supervisor role.

Ms. Morin attempted to resolve the matter within the company, which efforts were unsuccessful, resulting in the filing of this complaint.

As a result of Mr. Hanson taking over Ms. Morin's job, as part of the new Vault Supervisor/Air Courier position, Ms. Morin was assigned Mr. Hanson's previous position as a dispatcher, at \$27,000.00 per annum.

In September of 1991, Mr. Brosseau offered Ms. Morin the position of Vault Supervisor/Coin Room Supervisor at an annual salary of \$31,500.00. Ms. Morin rejected this offer, as she understood that much of her time would be devoted to activities in the Coin Room, which she described as dirty, physically demanding work.

On August 31, 1992 Ms. Morin was laid off from her full time position at Brink's. She continued to work for the company on a part time basis until February of 1993, at which time she accepted a position with another company.

Guy Taillefer

Guy Taillefer was employed by Brink's as a dispatcher. Mr. Taillefer testified that in late August or early September 1990, he overheard a discussion between Ms. Morin and Mr. Brosseau concerning Todd Campbell's resignation. Mr. Taillefer was seated in the dispatch office during the conversation, while Ms. Morin and Mr. Brosseau were in Mr. Brosseau's office. Mr. Taillefer heard Mr. Brosseau offer Ms. Morin the Vault Supervisor position. Ms. Morin asked Mr. Brosseau what the salary would be for the new position. Mr. Brosseau advised Ms. Morin that there would be no increase in salary, and asked that Ms. Morin get back to him by that Friday.

That Friday, Mr. Taillefer and Ms. Morin were seated in the dispatch office, while Mr. Brosseau was in his office. Mr. Brosseau asked Ms. Morin for her response, and Ms. Morin stated several times that she could not justify taking on the additional responsibilities without an accompanying salary increase.

Eric Hanson

Mr. Hanson was employed by Brink's as an ATM Trainer, earning \$27,000.00 per annum. Mr. Hanson testified that in September of 1990, he was approached by Mr. Brosseau, who asked if he would be interested in the position of Vault Supervisor. Messrs. Brosseau and Hanson discussed the responsibilities associated with the position. Although Mr. Hanson was not certain, he does not believe that there was a discussion with respect to salary at that time. Mr. Hanson advised Mr. Brosseau that he was very interested in the position, and sometime later, was offered the job. Mr. Hanson's salary was increased to \$30,000.00 at the time he started in the Vault Supervisor function.



Within a month or two, the company was further reorganized, and the Vault Supervisor also became responsible for the activities in the Coin Room.

Mr. Hanson occupied the Vault Supervisor/Coin Room position until November 1991, at which time he became ATM Supervisor. Mr. Hanson continued to progress within the company, and now holds the position of Manager of the Ottawa Branch.

Rosemarie Smith

Rosemarie Smith is the Director, Personnel Administration for Brink's. Ms. Smith testified that Brink's utilizes the Hay job evaluation system. At the time this system was introduced, all positions within the company were evaluated as to their value and importance to the organization. Each position was then assigned a number of points. Based upon the points assigned to the position, a salary range was established. Salary ranges are established having regard to the position, rather than the attributes of a candidate for the position. An individual will be placed at a point within the salary range, based on the individual's experience and qualifications.

The salary range for the Vault Supervisor/Air Courier position was \$29,942.00 to \$40,510.00.

Ms. Smith testified that prior to the introduction of the Hay system, salaries were established at the branch level. This was done on an ad hoc basis, and resulted in a number of inequities. The Hay system was implemented at the beginning of 1990, in an attempt to introduce a fairer, gender-neutral method for job evaluation and compensation. There were "growing pains" during the period that the system was being introduced, and some confusion amongst the employees as to how the system was to work.

Ms. Smith testified that she discussed the planned reorganization in the vault area with Alain Brosseau, including the merging of the Vault Supervisor and Air Courier positions as well as the salary range to be assigned to the new position. Ms. Smith testified that she believed that this conversation would have taken place before Mr. Brosseau approached potential candidates, as this would be the normal process. Ms. Smith testified that Mr. Brosseau was somewhat confused about the Hay system, and what would occur when positions were merged. Ms. Smith explained that when positions were merged, the most responsible tasks from each position are identified, and the salary range for the new position is then determined based upon those tasks.

Ms. Smith testified that Brink's was historically a notoriously male dominated organization, and, as a result, had been attempting to develop and train women as managers and supervisors. Ms. Morin had been identified as an individual that the company wanted to develop and promote. Ms. Morin had been a good employee and a good supervisor and had demonstrated a positive attitude in her employment.

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From Ms. Smith's discussion with Mr. Brosseau she understood that his preferred candidate for the position was Lori Morin. Mr. Hanson was also viewed as a potential candidate. Ms. Smith was not directly involved in the discussions with Ms. Morin in August of 1990, but based upon her subsequent discussions with Messrs. Brosseau and Delorme, as well as with Ms. Morin, it was Ms. Smith's understanding that Ms. Morin had difficulties arranging transportation to work, and that this was a factor in the discussions in August, 1990.

Alain Brosseau

In August of 1990 Alain Brosseau was the Assistant Branch Manager in Brink's Ottawa Branch. As Assistant Branch Manager, he had the authority to recommend individuals for promotion, but had no authority to establish salaries. Salaries would be set by Jacques Delorme, the Branch Manager, in consultation with Human Resources. As Assistant Branch Manager, Mr. Brosseau would not normally discuss salaries with Ms. Smith.

Mr. Brosseau testified that, as a result of increased competition, the economic condition of the branch in 1990 was poor. The company had been required to lay off a number of employees. In addition, other positions were merged in an effort to cut costs. As a part of this process, the decision was made to merge the Air Courier position occupied by Ms. Morin with the Vault Supervisor position. Mr. Brosseau denied speaking to Rosemarie Smith with respect to the salary range for the merged position before approaching Ms. Morin, although he stated that he may have spoken to Ms. Smith previously with respect to Mr. Campbell's salary. Mr. Brosseau testified that, at the time he spoke to Ms. Morin regarding the Vault Supervisor position, he was aware of what the salary range would be for that position.

Mr. Brosseau met with Ms. Morin to discuss the reorganization. According to Mr. Brosseau, this conversation took place in the company parking lot, with no one else present. Mr. Brosseau explained to Ms. Morin what was going to happen, and that he viewed Ms. Morin as a very

good candidate for the new position. According to Mr. Brosseau, he also advised Ms. Morin that the new position would initially be on the afternoon shift, but would subsequently become a day job. Ms. Morin was not happy with the news. According to Mr. Brosseau, she told him that the company frequently made changes and that the changes never worked. She viewed the new position as being a lot more work, and stated that it would take a lot more money for her to accept the position. Mr. Brosseau told Ms. Morin that he would not discuss money with her at that time, but rather was informing her of what was to occur.

As a result of this conversation, Mr. Brosseau testified that he felt Ms. Morin was not interested in the position, and that she did not agree with the changes that were to be made. As a result, he decided not to consider Ms. Morin's candidacy any further. Mr. Brosseau denied ever offering the position to Ms. Morin.

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In his evidence in chief, Mr. Brosseau only mentioned having the one conversation with Ms. Morin. In cross-examination, he stated that there was a second, brief discussion, which took place in the dispatch office. According to Mr. Brosseau, he was seated in his office, with Ms. Morin seated at her desk in the outer dispatch office. Mr. Brosseau does not know whether anyone else was present in the dispatch office at the time. Ms. Morin again raised the issue of the salary for the Vault Supervisor position. Mr. Brosseau reiterated that he was not at a point where he was able to discuss money with Ms. Morin.

Mr. Brosseau confirmed that Mr. Hanson was subsequently appointed to the position at a salary of \$30,000.00 per annum.

In September of 1991, Mr. Brosseau again offered Ms. Morin the Vault Supervisor position, at an annual salary of \$31,500.00. By this point, the position had evolved to include the responsibilities for the activities in the Coin Room. The position had also moved to the day shift. According to Mr. Brosseau, Ms. Morin, who lived outside Ottawa, turned down the position in part because her husband worked an afternoon shift, and she normally travelled to work with him. If she took a day job, Ms. Morin would have difficulty arranging transportation to work. In addition, Ms. Morin indicated that she was not willing to take on responsibility for the Coin Room.

Jacques Delorme

Jacques Delorme was not called as a witness. However, a memo dated June 5, 1991 from Mr. Delorme to Ms. Smith was introduced into evidence by the Respondent through Ms. Smith. (Exhibit R-8, Tab 13) The memo was evidently written to assist Ms. Smith in responding to Ms. Morin's human rights complaint. In this memo, Mr. Delorme reported that in his discussions with Ms. Morin, he advised Ms. Morin that she was not given the Vault Supervisor position because of her negative attitude.

#### IV LAW

Section 7 of the CHRA provides, in part, that:

It is a discriminatory practice,  
directly or indirectly ...

b) in the course of employment, to differentiate adversely in relation to an employee, on a prohibited ground of discrimination.

Sex is a prohibited ground of discrimination.

In a case of this nature, the burden of proof is on the complainant to establish a prima facie case of discrimination. Once that is done, the burden then shifts to the respondent to provide a reasonable

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explanation for the conduct in issue. (Ontario Human Rights Commission v. Etobicoke, [1982], 1 S.C.R. 202 at 208 and Ontario Human Rights Commission and O'Malley v. Simpson Sears Limited, [1985], 2 S.C.R. 536 at 558).

A prima facie case is one which covers the allegations made, and which, if believed, is complete and sufficient to justify a verdict in the complainant's favour in the absence of an answer from the respondent (O'Malley, supra, p. 558).

If the respondent does provide a reasonable explanation for the otherwise discriminatory behaviour, the complainant then has the burden of demonstrating that the explanation was pretextual, and that the true motivation behind the employer's actions was, in fact, discriminatory. (Israeli v. Canadian Human Rights Commission 4

C.H.R.R. D/1616 at p. 1617, (aff'd 5 C.H.R.R. D/2147), (Basi v. Canadian National Railway Company (1988), 9 C.H.R.R. D/5029)

The jurisprudence recognizes the difficulty, in cases of discrimination, of proving the allegations by way of direct evidence.

As was noted in Basi:

Discrimination is not a practice which one would expect to see displayed overtly, in fact, there are rarely cases where one can show by direct evidence that discrimination is purposely practised. (at p. D/5038)

Rather, it is the task of the Tribunal to view all of the circumstances to determine if there exists what was described in the Basi case as the "subtle scent of discrimination".

The standard of proof in discrimination cases is the ordinary civil standard of the balance of probabilities. In cases of circumstantial evidence, the test may be formulated as follows:

"An inference of discrimination may be drawn where the evidence offered in support of it renders such an inference more probable than the other possible inferences or hypotheses. (B. Vizkelety, Proving Discrimination in Canada (Toronto), Carswell, 1987 at p. 142.)

## V ANALYSIS

The Respondent's representative spent some time in argument dealing with the Hay job evaluation scheme and section 10 of the CHRA. It should be noted that this is not an equal pay case, and that, therefore, the company's job evaluation scheme is not in issue. Rather, this case involves a consideration of the treatment of one

individual, that is, Ms. Morin, and whether those events constitute discrimination on the basis of sex.

The Commission's witnesses and the Respondent's witnesses told fundamentally different stories as to what went on in late August of 1990. Having had the opportunity to consider the evidence as a whole, the Tribunal prefers the evidence of the Commission's witnesses over that of the Respondent's witnesses for the following reasons:

1. Ms. Morin's evidence was presented in a clear and forthright manner, and was unshaken on a cross-examination.
2. The discussion in issue concerned Ms. Morin's career, and would be of greater significance to Ms. Morin than to Mr. Brosseau. Her recollection would, therefore, be more likely to be accurate.
3. Ms. Morin's testimony with respect to her first and third discussions with Mr. Brosseau was corroborated in all essential respects by the evidence of Guy Taillefer, who the Tribunal also found to be a credible witness.
4. The Respondent did not suggest that either Ms. Morin or Mr. Taillefer was consciously being untruthful in their testimony. Rather, the Respondent suggests that the passage of time has caused both to be mistaken in their recollections. In the Tribunal's view, the consistency in the evidence given by Ms. Morin and Mr. Taillefer renders this explanation unlikely.
5. There were inconsistencies in the evidence of the two witnesses called on behalf of the Respondent, ie: Ms. Smith and Mr. Brosseau, particularly with respect to the question of whether or not Mr. Brosseau and Ms. Smith had discussed the salary to be assigned to the Vault Supervisor/Air Courier position in August of 1990.
6. The suggestion made by the Respondent that, in August of 1990, Ms. Morin expressed an unwillingness to consider the Vault Supervisor/Air Courier position because of transportation difficulties was not borne out by either Mr. Brosseau's testimony, or the memos prepared by Messrs. Brosseau and Delorme. (Exhibit R-8, Tabs 7, 11 and 13), none of which mentioned transportation as an issue.

The Tribunal finds that in late August of 1990, Alain Brosseau did offer Lori Morin the Vault Supervisor/Air Courier position at an annual salary of \$27,000.00. Todd Campbell, who had previously occupied the Vault Supervisor position, had been paid \$30,000.00. Eric Hanson, who ultimately received the Vault Supervisor/Air Courier position was also paid \$30,000.00.

Ms. Morin had previous experience in the Vault Supervisor position, having assumed responsibility for that function in the evenings, after

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Mr. Campbell had gone home for the day, as well as in the Air Courier position. Eric Hanson had no previous experience in either position.

The Tribunal finds, therefore, that the Complainant has established, on a balance of probabilities, that the explanation offered by the Respondent is pretextual. In the Tribunal's view, in all of the circumstances, the most probable explanation for the differential treatment is Ms. Morin's gender. The complaint is, therefore, substantiated.

## VI REMEDY

The Complainant is seeking reinstatement, lost wages to the date of reinstatement, compensation for hurt feelings and interest.

### A Reinstatement

With respect to the issue of reinstatement, the Commission argues that the Tribunal should assume that, had Ms. Morin been offered the Vault Supervisor/Air Courier position in August of 1990, she would thereafter have followed the career path that Mr. Hanson ultimately followed, and would not, therefore, have been laid off from her full time employment in August of 1992.

In the Tribunal's view, the theory advocated by the Commission to connect the discriminatory treatment in August of 1990 to the loss of Ms. Morin's full time position in August of 1992 is speculative, and that there is an insufficient nexus between the discriminatory conduct and the loss of employment two years later to support an order for reinstatement under section 53(2)(b) of the CHRA.

It is also noteworthy, both with respect to the issue of reinstatement, as well as with regard to the claim for lost wages that, notwithstanding the unequal treatment afforded Ms. Morin in August of 1990, she was re-offered the Vault Supervisor position, albeit in its evolved form, in September of 1991 at an annual salary of \$31,500.00. It is not clear, on the evidence, whether she would have been laid off had she accepted the position at that time.

## B Lost Wages

While the measure of damages in the human rights case is different from that in a wrongful dismissal action, nonetheless, the ordinary principles of mitigation apply. The evidence of Mr. Hanson made it clear that, had Ms. Morin accepted the Vault Supervisor/Air Courier position in the first instance, within a month or two she would have also acquired responsibility for the activities in the Coin Room. The failure of Ms. Morin to accept the evolved position one year later represents, in the Tribunal's view, a failure on the part of Ms. Morin to properly mitigate her damages and brings an end to the Respondent's liability to her.

The Tribunal therefore awards Ms. Morin the sum of \$3,000.00, being the salary differential between the salary actually received by Ms.

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Morin, and the salary received by Mr. Hanson in the Vault Supervisor/Air Courier position for a period of one year.

## C Other Proceedings

Ms. Morin is currently involved in other legal proceedings arising out of her employment with her subsequent employer. Argument was received with respect to the effect that these proceedings should have, if any, on any remedy that might be awarded in this case. In light of the conclusions that the Tribunal has reached on the issues of reinstatement and compensation for lost wages, it is not necessary to deal with this issue.

## D Special Compensation

It is clear that the events of August, 1990 have had a profound effect upon Ms. Morin's dignity and self-esteem. The Tribunal therefore awards Ms. Morin the sum of \$1,500.00 pursuant to the provisions of section 53(3)(b) of the CHRA.

## E Interest

It is established in the jurisprudence that interest is payable on damages for loss of income, as well as on monetary awards for hurt feelings. (*Canada v. Attorney General v. Morgan*, (1992), 2 F.C. 401).



The Tribunal therefore orders that simple interest be paid on the monies awarded herein, at the Bank of Canada prime rate as of the date of the complaint.

Interest should be paid as follows:

(i) on the lost wages, calculated on the total amount from March 1, 1991, being the mid-point of the period for which wages are being paid; and

(ii) on the \$1,500.00 for hurt feelings, from August 27, 1990, being the date of the first conversation between Ms. Morin and Mr. Brosseau.

## VII CONCLUSION

For the foregoing reasons, the Tribunal declares that Ms. Morin's rights under the CHRA have been contravened by the Respondent, and orders:

1. that the Respondent pay to Ms. Morin the sum of \$3,000.00 for lost wages;
2. that the Respondent pay Ms. Morin the sum of \$1,500.00 for injury to Ms. Morin's feelings and self respect;
3. that the Respondent pay interest on the monies awarded herein in accordance with the Bank of Canada prime rate as of the date of the complaint:

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(i) on the lost wages, calculated on the total amount from March 1, 1991, being the mid-point of the period for which wages are being paid; and

(ii) on the \$1,500.00 for hurt feelings, from August 27, 1990, being the date of the first conversation between Ms. Morin and Mr. Brosseau.

DATED this day of May, 1995.

Anne L. Mactavish, Chair

Kathleen Jordan, Member

Alvin Turner, Member