

**B E T W E E N :**

**THE SOCIETY OF ENERGY PROFESSIONALS, IFPTE LOCAL 160 ('THE SOCIETY'), AND DANA FISHER, DIANE ABBOTT, DAVID BEAL, ALEXANDRA CAMPBELL, KYLE NOONAN, CAROLINE PRICE, MICHAEL STORY and KENDALL YAMAGISHI on their own behalf, and on behalf of all of the members of the Society of Energy Professionals, IFPTE Local 160 who are employed as lawyers at Legal Aid Ontario**  
**Applicants**

**- and -**

**LEGAL AID ONTARIO (LAO)**

**Whereas the parties have been involved in litigation concerning the Applicants' claims against LAO and the Crown concerning an alleged breach of s. 2(d) of the Canadian Charter of Rights and Freedoms;**

**And whereas the parties are desirous of resolving that litigation;**

**The parties hereby agree to resolve the proceedings in Court File Number CV-15-537113, on the following basis:**

1. There will be a secret ballot vote of LAO lawyers in the bargaining unit described in paragraph 3 conducted the week of October 17, 2016, supervised by the Labour Board or another independent third party. The vote will be conducted and carried out in accordance with the usual OLRB practices.
2. The ballot question will be determined by arbitration by Bill Kaplan on an expeditious basis. It will include the question as to whether or not LAO lawyers want to be represented in their employment relations by the trade union, the Society of Energy Professionals. The arbitration will concern whether the question will also include any other option for representation. The agreement constitutes an agreement by LAO and the Society to refer this single issue to arbitration under the *Arbitrations Act, 1991*.

3. It is agreed that the bargaining unit description is all lawyers employed by LAO in the province of Ontario engaged in the practice of law, save and except lawyers employed in the General Counsel Office, lawyers in the labour relations and human resources department, the Senior Advisor Clinics, Special Advisors, Investigators, Supervisory Duty Counsel, Managers and any other person above the rank of Manager.

4. The employer will provide the Society with a list of all lawyers in practice employed by LAO, and will identify the specific lawyers the employer seeks to exclude from the bargaining unit under the bargaining unit description set out in paragraph 3, on or before October 7, 2016. If after receiving the employer's list, the Society disagrees with the employer's exclusions, or proposes additional exclusions, it will so advise LAO on or before October 14, 2016.

5. The unfair labour practice provisions of the LRA applicable to employers, persons acting on behalf of the employer, unions, and persons acting on behalf of the union, including the statutory "freeze" and the prohibition on employer support, will apply on the execution of this settlement, and will end if a majority of those voting vote "no", (unless otherwise ordered by Bill Kaplan) or, if a majority of those voting vote "yes" will continue until a permanent framework agreement governing collective bargaining is in place. It is agreed that Bill Kaplan will have the jurisdiction to enforce the unfair labour practice provisions of the LRA after the vote in relation to any actions taken after the vote that relate to conduct prior to the vote.

6. If a majority of those voting vote "no", the Society shall not seek to represent lawyers at LAO for at least one year (unless otherwise ordered by Bill Kaplan).

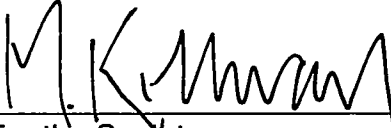
7. If a majority of those voting vote "yes", the employer agrees that it will recognize the Society as the exclusive bargaining agent for all LAO lawyers in the bargaining unit, and will not recognize or enter into bargaining with any other union or association as bargaining agent for LAO lawyers. The parties will expeditiously enter into good faith negotiations to arrive at a permanent framework agreement for collective bargaining. If the parties cannot agree on the terms of the

framework agreement, Bill Kaplan will settle the terms through a process of final and binding mediation/arbitration, with the arbitrator having all the authority of an interest board of arbitration under the LRA.

8. It is agreed that Bill Kaplan will make a final and binding determination with respect to any issues that may arise in the interpretation, application or implementation of this agreement, on a summary and expedited basis, in such manner as he determines, and in so doing will have all the powers and remedial authority of the Labour Board under the LRA. This includes any disputes arising over the conduct of the election, any unfair labour practice allegations brought by either party, or exclusions from the bargaining unit.

9. The Applicants shall discontinue the Application in Court File Number CV-15-537113, on a without costs basis, prior to the counting of the ballots. The Applicants shall make reasonable efforts to sign the Full and Final Release attached as Schedule "A" within seven days, and in any event, prior to the counting of the ballots. The executed Full and Final Release shall be held in escrow by counsel to the Applicants, Goldblatt Partners LLP, to be provided to LAO and the Crown prior to the counting of the ballots. For purposes of this paragraph of the agreement, it is agreed that the Crown is a third-party beneficiary entitled to enforce its rights under this paragraph.

Signed at Toronto this 7<sup>th</sup> day of September, 2016

  
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For the Society

  
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For LAO