HEALTH AUTHORITIES ACT
S.N.S. 2014, c. 32
MEDIATION-ARBITRATION DECISION

CANADIAN UNION OF PUBLIC EMPLOYEES, Local Union 8920
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
NOVA SCOTIA NURSES' UNION
UNIFOR, Local Unions 4600, 4603 and 4606

UNIONS

SOUTH SHORE DISTRICT HEALTH AUTHORITY
SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY
ANNAPOLIS VALLEY DISTRICT HEALTH AUTHORITY
COLCHESTER EAST HANTS HEALTH AUTHORITY
CUMBERLAND HEALTH AUTHORITY
PICTOU COUNTY HEALTH AUTHORITY
GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY
CAPE BRETON DISTRICT HEALTH AUTHORITY
CAPITAL HEALTH AUTHORITY
IZAAK WALTON KILLAM HEALTH CENTRE

EMPLOYERS

ATTORNEY GENERAL OF NOVA SCOTIA

ATTORNEY GENERAL

Mediator-Arbitrator:	James E. Dorsey, Q.C.
Dates of Arbitration Continuation Hearing:	February 2 to 6, 2015
Location of Arbitration Hearing:	Goffs, Nova Scotia
Dates of Written Submissions:	February 10, 17 and 18, 2015
Date of Decision:	February 19, 2015

James E. Dorsey, Q.C. • 3380 Redfern Place, North Vancouver, B. C. V7N 3W1 • Tel 604-980-7225 • Fax 604-909-2755 dorseyj@shaw.ca • www.adrweb.ca/james-dorsey

Representation:

CUPE

Susan D. Coen	Legal & Legislative Representative
Jacquie Bramwell	Atlantic Regional Director
Wayne Thomas	Servicing Representative
Carole Ferguson	Atlantic Research Representative

NSGEU

Drew S. Plaxton	Counsel
Heather M. Jensen	Counsel
Joan Jessome	President
Shawn Fuller	Director of Negotiations & Servicing – Health Care
Robin MacLean	Director of Negotiations & Servicing – Government & Education
George Vaughan	Servicing Coordinator

NSNU

Elizabeth McIntyre	Counsel
Janet E. Borowy	Counsel
Janet Hazelton	President
Jean Candy	Executive Director
Chris Albecht	Labour Relations Representative & Chief Negotiator
Paul Curry	Researcher / Educator

UNIFOR

Barry D. Wadsworth	Counsel
Lana Payne	Atlantic Director
Susan Taylor	National Representative
Linda MacNeil	National Representative

EMPLOYERS

Patrick J. Saulnier	Counsel
Thomas W. Groves	Counsel
Dave Collins	Manager, Labour Relations, Capital District Health Authority
Elizabeth Henheffer	Director, People Services, South Shore District Health Authority & South West Nova District Health Authority
Kevin Hooper	Senior Manager, Labour Relations, Cape Breton District Health Authority
Ryan Embrett-Baboushkin	Director, Human Resource Operations, IWK Health Centre
Bob Dunn	Director of Labour Relations and Compensation Analysis, Health Association Nova Scotia
Mandy Proulx	Compensation Research Analyst, Health Association Nova Scotia

ATTORNEY GENERAL OF NOVA SCOTIA

Alex M. Cameron	Counsel

Contents

1. ARBITRATION CONTINUATION 1
2. SENIORITY INTEGRATION AND INTERIM AGREEMENT PROTOCOL 2
3. PUBLIC HEALTH AND ADDICTION SERVICES EMPLOYEES 2
Table 1: Three Groups of Public Health and Addiction Service Positions 3
Table 2: Placement of Public Health and Addiction Services Employees 12
4. OUTSTANDING CLASSIFICATIONS PROPOSED FOR SUPPORT UNIT 12
5. NURSING BARGAINING UNIT – "GENERIC" CLASSIFICATION POSITIONS 14
Table 3: Generic Classification Positions to Exclude from Nursing Units 15
6. COMPOSITION OF NEW UNITS AT APRIL 1, 2015 17
Table 4: Employees – 50 Units Reduced to 8 Units at April 1, 2015 17
Table 5: Provincial Health Authority – 5 Unit Types Reduced to 4 Types 18
7. INTERPRETIVE DISCOURSE; PARTY AND GOVERNMENT RESPONSES 19
8. EMPLOYEE BARGAINING AGENT DETERMINATIONS 36
Table 6: Union Membership in Four Units – Provincial Health Authority 36
Table 7: Union Membership in Four Units – IWK Health Centre 36
9. CONSTITUTIONAL CHALLENGE TO REGULATIONS 51
10. ORDER AND CONTINUATION 52
Schedule 1 - Integration of Seniority 53
Schedule 2 - Interim Protocol Regarding Collective Agreements 56
Schedule 3 - IWK Health Centre Four Bargaining Units at April 1, 2015 59
Schedule 4 - Provincial Health Authority Nursing Unit at April 1, 2015 64
Schedule 5 - Provincial Health Authority Health Care Unit at April 1, 2015 69
Schedule 6 - Provincial Health Authority Clerical Unit at April 1, 2015 81
Schedule 7 - Provincial Health Authority Support Unit at April 1, 2015 89
Schedule 8 – New Interim Order 95

1. ARBITRATION CONTINUATION

[1] This continuation of arbitration under the *Health Authorities Act* follows a November 19th decision on constitutional challenges to sections of the statute[1] and a January 17th decision on aspects of the labour relations restructuring accompanying consolidation of nine district health authority employers into a single provincial health authority aligned for collective bargaining with IWK Health Authority.[2]

[2] The hearing continuation was scheduled to resolve disputes over the composition of eight appropriate bargaining units at the two health authorities and make determinations on the bargaining agents for each bargaining unit.

---

[1] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey);

[2] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey)

[3] Two working days before the hearing, the Governor in Council made the *Health Authorities Act General Regulations.*[3]

[4] Three unions submit the Governor in Council does not have the delegated authority to make these regulations and, alternatively, the regulations are unconstitutional. The first submissions were heard at the public hearing. The alternative submissions were heard by written submissions after the hearing.

[5] This decision determines the composition of each of the eight bargaining units; decides the challenge to the regulations; determines the bargaining agent for two of the eight bargaining units; and conditionally determines the bargaining agent for two other bargaining units

2. SENIORITY INTEGRATION AND INTERIM AGREEMENT PROTOCOL

[6] Through mediated negotiations and the January decision, seniority integration (s. 86(1)(d)) and collective agreement coverage (s. 86(1)(c)) have been determined. By agreement, the order with respect to both matters is amended to provide greater clarity.

[7] Paragraphs 4(b) and 4(e) of Schedule 1 of the January decision and order on seniority integration are amended in accordance with Schedule 1 attached.

[8] Paragraph 10 of Schedule 2 of the January decision and order on collective agreement coverage are amended in accordance with Schedule 2 attached.

3. PUBLIC HEALTH AND ADDICTION SERVICES EMPLOYEES

[9] The Nova Scotia Government and General Employees Union is the bargaining agent for employees in eight Public Health and Addiction Services bargaining units employed by eight district health authorities. The Canadian Union of Public Employees, Local 1933 represents the employees in a ninth unit employed by the South Shore District Health Authority. There is no unit at the Capital District Health Authority or IWK Health Authority.

[10] In the January decision, 908 of the 973 employees in the nine Public Health and Addiction Services units were placed in one four bargaining units of the provincial health authority as of April 1, 2015.

---

[3] N.S. Reg. 23/2015 (O.I.C. 2015 – 23, January 29, 2015)

[11] The placement of 65 unionized employees in 26 classification positions remains in dispute. A small number of the classifications have the same name as classifications at the Capital District Health Authority or IWK Health Authority.

[12] The employers propose including all these positions in the provincial health authority Clerical unit. Several have common or similar responsibilities to employees in other classification positions currently in Health Care units, which the employers propose placing in the Clerical unit at April 1st.

[13] It is commonly accepted three groupings of classification positions should be placed in the same unit. The three are: Coordination and Program Administration; Education, Promotion and Prevention; and Projects and Planning. The NSGEU proposes placing all these positions in the Health Care unit.

Table 1: Three Groups of Public Health and Addiction Service Positions

Classification	Positions	DHA	Union	Current Unit
Coordination and Program Administration				
Coordinator Affiliate Placement	1	9	NSGEU	Health Care
Coordinator Clinical Product	1	9	NSGEU	Health Care
Coordinator Community Health Board	8	9	NSGEU	Health Care
Coordinator Continuing Care Education	1	9	NSGEU	Health Care
Coordinator Diversity & Inclusion	1	9	NSGEU	Health Care
Coordinator Early Psychosis Education	1	9	NSGEU	Health Care
Coordinator Education	1	8	NSGEU	PH&AS
Coordinator Education & Advanced Trauma	1	9	NSGEU	Health Care
Coordinator French Language	1	9	NSGEU	Health Care
Coordinator Health Promotion Public Health	4	9	NSGEU	Health Care
Coordinator Health Promotions	1	3	CUPE	Health Care
Coordinator Healthy Built Environment	1	9	NSGEU	Health Care
Coordinator Palliative Care	1	9	NSGEU	Health Care
Coordinator PHC Connections	1	9	NSGEU	Health Care
Coordinator PHC Program	1	3	CUPE	Health Care
Coordinator Prevention & Health Promotion	2	1	CUPE	PH&AS
Coordinator Prevention & Health Promotion	2	2	NSGEU	PH&AS
Coordinator Prevention & Health Promotion	1	3	NSGEU	PH&AS
Coordinator Prevention Project	2	6	NSGEU	PH&AS
Coordinator Primary Health Care	1	6	CUPE	Health Care
Coordinator Primary Health Care Project	1	3	CUPE	Health Care
Coordinator Quality Management	2	2	NSGEU	PH&AS
Coordinator Quality Management	2	3	NSGEU	PH&AS

Coordinator Quality Management	1	6	NSGEU	PH&AS
Coordinator Quality Management	1	7	NSGEU	PH&AS
Coordinator Quality Management	1	8	NSGEU	PH&AS
Coordinator Safety	4	9	NSGEU	Health Care
Coordinator Simulation Services	1	9	NSGEU	Health Care
Coordinator Social Marketing	2	1	CUPE	PH&AS
Coordinator Stroke Program	1	9	NSGEU	Health Care
Coordinator Supported Work	1	9	NSGEU	Health Care
Coordinator Trauma Registry	1	9	NSGEU	Health Care
Coordinator Volunteer Services	1	2	CUPE	Health Care
Coordinator Volunteer Services	5	9	NSGEU	Health Care
Coordinator Wellness Program	1	7	CUPE	Health Care
Coordinator Workplace Health Promotion	1	9	NSGEU	Health Care
Healthy Development Team Lead	1	7	NSGEU	PH&AS
Program Admin Officer Cancer Care NS	1	9	NSGEU	Health Care
Program Administration Officer 4	1	4	NSGEU	PH&AS
Program Administration Officer Drug Addiction Health Promotion	1	5	NSGEU	PH&AS
Program Administration Officer Gambling Health Promotion	1	5	NSGEU	PH&AS
Program Administration Officer Gaming Strategy	1	7	NSGEU	PH&AS
Program Administration Officer Smoking Treatment/Cessation	2	7	NSGEU	PH&AS
Program Administration Officer Tobacco Reduction Health Promotion	1	5	NSGEU	PH&AS
Voice Analyst	2	9	NSGEU	Health Care
Total	70			
Education, Promotion and Prevention				
Advisor Patient & Public Engagement	1	9	NSGEU	Health Care
Childhood Educator	1	9	NSGEU	Health Care
Community Development Advisor	1	9	NSGEU	Health Care
Health Development Team Lead	1	7	NSGEU	PH&AS
Health Educator	1	4	NSGEU	PH&AS
Health Educator	1	5	NSGEU	PH&AS
Health Educator	1	6	NSGEU	PH&AS
Health Educator	2	7	NSGEU	PH&AS
Health Educator	2	8	NSGEU	PH&AS
Health Educator	1	9	NSGEU	Health Care
Health Equity Promoter	1	7	NSGEU	PH&AS
Health Equity Team Lead	1	7	NSGEU	PH&AS
Health Interpretation Officer	1	9	NSGEU	Health Care
Health Promoter	4	1	NSGEU	PH&AS
Health Promoter	4	2	NSGEU	PH&AS
Health Promoter	2	3	NSGEU	PH&AS
Health Promotion & Prevention Team Lead	1	3	NSGEU	PH&AS
Health Promotion & Prevention Team Lead	1	8	NSGEU	PH&AS

Health Promotion Specialist		6	8	NSGEU	PH&AS
Health Promotion Team Lead		1	9	NSGEU	Health Care
Prevention & Education Officer		3	4	NSGEU	PH&AS
Prevention & Education Officer		1	6	NSGEU	PH&AS
Screening Access Officer		1	9	NSGEU	Health Care
Tissue Bank Customer Service Representative		1	9	NSGEU	Health Care
	Total	40			
Projects and Planning					
Project Assistant		1	4	NSGEU	PH&AS
Project Coordinator		2	9	NSGEU	Health Care
Project Coordinator NSH		1	9	NSGEU	Health Care
Project Officer Education		1	9	NSGEU	Health Care
Project Officer Rehab		1	9	NSGEU	Health Care
Project Officer Research		1	9	NSGEU	Health Care
Planning & Development Officer		1	6	NSGEU	PH&AS
	Total	8			

[14] The four bargaining units in the *Health Authorities Act* have a patient centered structure.[4] While the Nursing unit is composed of positions that must be occupied by a Registered or Licensed Practical Nurse, including Nurse Practitioners, the other three units flow from the Health Care unit composed of positions that require employees to be engaged "primarily in a clinical capacity to provide patient care."

> (a) the nursing bargaining unit is composed of all unionized employees who occupy positions that must be occupied by a registered nurse or a licensed practical nurse;
>
> (b) the health care bargaining unit is composed of all unionized employees who
>
> (i) occupy positions that require them to be engaged primarily in a clinical capacity to provide patient care, and
>
> (ii) are not included in the nursing bargaining unit;
>
> (c) the clerical bargaining unit is composed of all unionized employees who occupy positions that require them to be engaged primarily in a non-clinical capacity to perform functions that are predominantly clerical or administrative; and
>
> (d) the support bargaining unit is composed of all unionized employees who
>
> (i) occupy positions that require them to be engaged primarily in a non-clinical capacity to provide operational support in respect of the provision of health services, and
>
> (ii) are not included in the clerical bargaining unit.[5]

[4] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 52 - 65

[5] s. 90(1)

[15] Part of the challenge in placing Public Health and Addiction Services positions into the four units is that there is no express or apparent recognition in the bargaining unit structure of the broad range of health services under by the *Health Authorities Act*.

> "health services" means services related to the prevention of illness or injury, the promotion or maintenance of health or the care and treatment of sick, infirm or injured persons, and includes services provided in the Province through hospitals and other health-care institutions, public-health services, addiction services, emergency services, mental-health services, home-care services, long-term care services, primary-care services and such other services as may be prescribed by the regulations;[6]

[16] There is no definition of "clinical" in the *Health Authorities Act* and the word has a restricted scope in its limited use outside the transitional labour relations restructuring sections, which are not yet in force.[7] Its limited usage supports the approach adopted in the January decision, namely being employed in a capacity primarily engaged in direct treatment of patients or involved with the observation or treatment of living patients rather than theoretical or laboratory studies. "Patient" is not a defined word, but is clearly someone under medical treatment or care.

[17] The statute does not state whether the intent is that "patient" is restricted to a person in a facility receiving treatment or care. Or whether it extends to persons beyond the bedside who are waiting for treatment or care; or persons who have received treatment or care and are receiving home care services; or more generally any person receiving a health service. Some employees advocate a broader approach.

> We work from a population health approach to improve the health outcomes of the people in our communities where they work, live and play. As such we do not work at an individual level but across populations. This has a direct impact on the health and wellbeing of individuals through prevention, which as research indicates, is the most effective way to address chronic disease.[8]
>
> **********
>
> While health promoters tend to have a high level of administrative skills, our work is far from clerical, and should definitely not be included in that classification. The qualifications required to do this work are a Master's degree in Public Health or Health Promotion with one year experience, or a Bachelors of Health and 3-5 years' experience required. These qualifications provide a very separate education and skill base to that required for the clerical profession, i.e. providing

[6] s. 2(1)
[7] s. 22(1) (a) "clinical advisory committee"; (c) "clinical staff"
[8] Health Promoter Jennifer Lamrick, email January 29, 2015

general office support that assists in the functioning of a particular health care program or service.[9]

****

In addition, health care is not just a patient sitting across the table from a health provider(s). As a Public Health professional, we have the entire community as a client, as we use a population health approach to enable people to take control over and improve their health. For example, I founded the award winning theatre group, "The Park Bench Players". The issue was how we break the stigma around mental illness, in other words, prevention work where GASHA Mental Health Services are mandated to treat with limited resources for prevention. I worked with the mental health staff, educators in the community and people with lived experience to pull together the play. This has not only had a positive impact on our communities around perceptions etc. of mental illness but across NS and Canada. Our client was the community and we were engaging in health services...not with a needle, but with a pen and a stage. In other words, you can bandage a person up at the local hospital only to see them back again if you do not tackle the root causes of why they needed the bandages in the first place. What we did was build healthy public policy, created supportive environments, strengthened community action, developed personal skills and re-orientated health services. It's still health and health care but without stitches and band aids.[10]

****

I develop standards along the continuum of cancer care. I regularly coordinate and attend meetings with direct care providers to do this work (e.g. family physicians, nurses, specialists). I also was the last person to hold the jobs of Knowledge Exchange Facilitator in CDHA. This position was a result of a Health Canada grant that was not continued. It is my understanding that no one will be filling this role in the future. My job was to try to bridge the gap between scientific research and actual practice in addictions. I mainly responded to requests from managers and team leaders.[11]

****

I lead Accreditation teams that indirectly relates to the assessment of patients. I organize and oversee the design and implementation of new programs, processes, and policies which all relates back to patient care. I provide liaison to and co-ordination of Continuing, Palliative and Supportive Care quality activities across the District.

…I regularly have direct contact with managers in nursing in regards to stats about admissions to ER, ALC days, and numerous other statistical data related to patient care and ongoing quality improvements. I work very closely with Care Coordinators, managers of Healthcare departments and the Physician lead for SWH to provide data that is used to make improvements in patient care. In collaboration with management and staff, I identify quality improvement opportunities and participate in quality improvement planning, implementation and evaluation.

…The work that I do is unique to health services because it all relates to statistical data across many departments in the healthcare sector. I have

[9] Health Promoter Phyllis Price, email January 28, 2015
[10] Health Educator Dana Mason, email January 26, 2015
[11] Program Administration Officer cancer care NS Christie Perrin, email January 26, 2015

> developed and maintained working relationships within Continuing, Palliative and Supportive Care, and among various departments and services, and across Districts and sectors to advance the quality efforts of my department. In 2014 I was the first View Only User granted a Reports role in SEAscape in the province. This access has allowed me to run reports in SEAscape to help facilitate duties within my position.[12]
>
> **********
>
> The proposed reclassification will have a profound impact on our day to day work. One example - in one Healthy Communities Team (Public Health), whose members are currently all represented by NSGEU Healthcare, will according to the current listing belong to three different communities of interest – Public Health Nurses will go to Nurses, Dental Hygienists and Nutritionists will stay with Healthcare and Health Promoters will go to Clerical. These team members bring their individual content expertise and training to accomplish together the same healthy communities' outcomes. They are expected to have the same core competencies and follow the same Public Health Protocols. They are currently in a healthcare community of interest. Dividing them up into different classification groups makes no sense.
>
> Health Promoters do not do clerical work. They are specialized healthcare professionals. We strongly advise that health promotion classifications remain part of the healthcare grouping. We ask that you return health promotion classifications to the Healthcare grouping.[13]

[18] The employers' approach is that positions working with community groups are not providing patient care.[14]

[19] From the history of collective bargaining and dispute resolution reviewed in the January decision, I conclude the legislative intention is to have a narrower, bedside based definition of patient care. I also derive this from the limiting language "engaged primarily in a clinical capacity to provide patient care." It is speaking of direct provision of patient care and does not include positions working to prevent the need for care or all positions supporting the provision of patient care. I consider this to be consistent with the direction Health Care positions are those "not included in the nursing bargaining unit" for which patient care in a clinical capacity based on observation and treatment is provided primarily at the bedside.

[20] Further, a legislated goal is to "promote the effective and efficient provision of health care to patients at the health authorities' facilities."[15] This is a hospital-based

---

[12] Coordinator Quality Management Lori Murphy, email January 26, 2015
[13] Health promotion Team Lead Gwynth Dywn, Letter to Health Association NS Counsel, December 8, 2014
[14] Employers' submission "Coordination and Program Administration Rationales"
[15] s. 90(2)(b)

focus with no mention of prevention, public health programs or community-based care in the labour relations restructuring sections of the statute.

[21] This approach to bargaining unit boundaries is legislated although there is a highly collaborative, rather than hierarchical, interdisciplinary environment and organizational complexity in hospitals today, especially tertiary and quaternary care organizations, and an interdisciplinary team approach in public health programs. Because it is designed to support health care service restructuring I must assume the bargaining unit architecture is not based on the past, but is to support plans for future health services delivery being developed for the consolidated provincial health authority.

[22] The new bargaining unit configuration excludes from the Health Care unit many employees creating, coordinating and delivering critical public health services programs. It excludes employees whose work is critical for the delivery of care in hospitals and other facilities, such as hospital accreditation and clinician education.

[23] I conclude, as the employers propose, that unionized employees engaged in education, health promotion and prevention; coordination and program administration, even if they coordinate employees engaged primarily in a clinical capacity to provide patient care; and projects and planning are not engaged directly or primarily in a clinical capacity and are not to be placed in the Health Care unit.

[24] Consequently, I decide all the classification positions listed above do not have the requisite community of interest to be included in the Health Care unit. Instead, under the *Health Authorities Act* bargaining unit structure, their community of interest is with employees in the Clerical unit. These employees “occupy positions that require them to be engaged primarily in a non-clinical capacity to perform functions that are predominantly clerical or administrative.”

[25] I make the same determination for employees in financial services and funding and research and quality positions.

[26] The classification positions grouped as health records and library received close attention by three of the unions. They submitted these positions should be placed in the Health Care unit. In November 2014, the Nova Scotia Health Information Management

Association made representations to the Minister of Health and Wellness about proposed bargaining unit placement under the *Health Authorities Act*. The perspective advocated by the Association and its members is that a secure, protected and comprehensive record is part of the patient and critical for assessment of the care delivered.

[27] The Minister acknowledged their value:

> Health Information Management (HIM) is recognized as a critically important function within the Nova Scotia Health System. High quality health information is required for direct patient care, in addition to other health system uses such as clinical program management, health system planning and management, public health surveillance, and research.[16]

He referred the Nova Scotia Health Information Management Association to discussion with departmental representatives.

[28] The employers' rationale for placing the classification positons of Health Records Administrator, Health Records Administrator B, Health Records Technician and Health Records Technician in Training in the Clerical unit is succinctly stated as follows:

> These similar jobs provide services relating to health records, including analysis, coding and statistical research of health records to ensure provincial and national reporting requirements and standards are met. The jobs require the completion of the Health Records Administration program, and two years of experience. The job has no role in patient care.

[29] Consistent with their preference to contain change related disruption, NSGEU, CUPE and Unifor submit these information management and other health record and library classification positions are similar to Medical Laboratory Assistant positions the employer proposes to keep in the Health Care unit. Referring to criteria applied by the employers' to other credentialed, but not self-governing, professions with higher education requirements and provincial and national organizations setting standards, providing education, training and annual certification, these unions submit these classifications should be included in the Health Care unit. They submit the classification Quality Safety and Accountability Advisor should also be in the Health Care unit.

[30] It is evident from the legislated bargaining unit descriptions and employers' proposals the strategic intention is to change the character of the existing Health Care

[16] Reply, in part, to November 10, 2014 email from Janice MacNeil, President NSHIMA

unit by narrowing the range of classifications and number of positions. At the same time, the character of the Clerical unit with an increased range and number of positions will be transformed.

[31] The employers assure the goal is to achieve sustainable and improved health service delivery. There is no labour relations purpose related to essential services legislation.

[32] Applying the statutory bargaining unit descriptions, I conclude the health records, library, Quality Safety and Accountability Advisor and related classification positions are to be placed in the Clerical unit.

[33] I make the same decision for the following classification positions proposed by the employers for placement in the Clerical unit: Quality and Control Substance Technician; Architectural Assistant 2; Audiovisual Technician B; Data & System Quality Leader; Drafting & Illustration Technician; Graphic Designer; Safety Response Officer; and Supply Technician A and B.

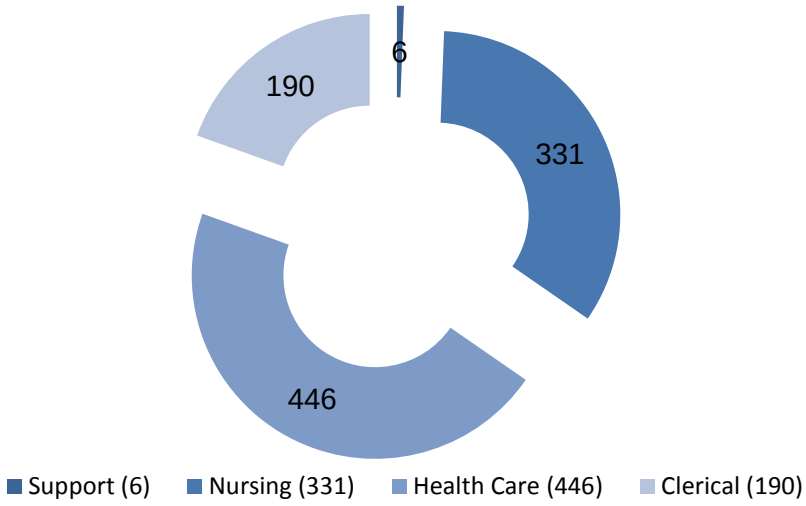
[34] I make the same unit placement decision for the Product Factor Utilization Officer for which the employers' descriptive rationale is:

> Supports continuity of care by verifying, collecting, analyzing, organizing and reviewing factor product use of patients in the adult and pediatric bleeding disorder clinics. Enters data into required databases and produces reports to support patient care and utilization management, as well as supporting quality improvement initiatives.

[35] The result is that the 973 employees in the nine Public Health and Addiction Services units at January 26th will be dispersed to the four bargaining units at April 1, 2015 as reported in the table.

[36] After April 1, 2015, collective bargaining for these employees' interests and their program managers' interests will be addressed at four bargaining tables.

Table 2: Placement of Public Health and Addiction Services Employees



4. OUTSTANDING CLASSIFICATIONS PROPOSED FOR SUPPORT UNIT

[37] Throughout this process, except for classification positions in the Public Health and Addiction Services units, three unions have advocated keeping classification positions in their current units based on historically proven communities of interest and established relationships. They seek to maintain these historical relationships established through collective bargaining and to minimize disruption for the employees and their delivery of health care services.

[38] The employers do not agree. They propose moving several classification positions from the current Health Care units into the future Clerical and Support units and moving others between Clerical and Support units. While several of the proposed movements are to resolve inconsistent placement of classification positions in two units among the ten employers, others are consistent with the goal of making a fresh start at April 1st.

[39] Before the hearing continuation, I arranged the 980 classification positions the employers propose moving to the Support unit into seven groups for submissions.

1. Patient Attendant/Sitter (109 employees)
2. Unit Aide (354 employees)
3. Sterile Processing (252 employees)
4. Equipment Maintenance (45 employees)

5. Information Technology (122 employees)
6. Coordinators (8 employees)
7. Miscellaneous (90)

[40] There are five Patient Attendant and three Patient Sitter positions in Support units represented by CUPE and 101 Patient Attendant positions in the Capital District Health Authority Health Care unit represented by NSGEU. The employer submits Patient Attendants should be in the Support unit because: “75% of duties are hands on support, not clerical; 25% transport of patients; no CCA qualification required. No role in personal or clinical care.” For the Patient Sitters: “Key responsibilities include constant observation of the patient in order to ensure the patient’s safety. Responsible to escort the patient and assist the RN/LPN in the provision of comfort measures for the patient as directed by the nurse.” CUPE and NSGEU submit these classification positions should remain in their current units.

[41] Leaving these classification positions in two bargaining units will create an inconsistency with representation at two collective bargaining tables with one provincial health authority employer. While a portion of their work is at the bedside and in direct handling of patients, it is similar to the work of Porters in the Support unit. I have determined Patient Attendant and Patient Sitter positions are to be placed in the provincial health authority Support unit.

[42] Currently, there are 118 Unit Aide and 4 Unit Aide Lead Hand positions in the Support unit at IWK Health Centre and 232 Unit Aide positions in the Health Care unit at the Capital District Health Authority. The employers’ rationale for placing them in the Support unit is: “85% of duties are hands on support of patient care not clerical; 15% patient support; no role in clinical care.”

[43] The NSGEU describes their job duties as follows:

> Provides direct and indirect support for patient care. Make beds. Retrieve warm blankets for patients. Assist with personal care of the patient and activities of daily living (bathing, making the bed, laundry, repositioning, lifting, feeding). Responsible for the care (ordering and stocking) of all supplies for the unit, delivering linens, medical and surgical supplies to the patient’s bedside. Cleaning equipment.

[44] These positions are not primarily engaged in a clinical capacity to provide patient care. The unionized employees in these positions will be placed in the Support units of both IWK Health Centre and the provincial health authority at April 1st.

[45] Employees in sterile processing classification positions employed by nine employers are in Support units. At Capital District Health Authority they are in the Health Care unit. The employees in these classification positions are properly in the Support units of the provincial health authority and IWK Health Centre under the *Health Authorities Act* bargaining units.

[46] Employees in the equipment maintenance group of classification positions are consistently in Health Care units represented by the NSGEU and Unifor. Under the bargaining unit structure of the *Health Authorities Act*, the proper placement for these positions is the Support units. These include employees in Biomechanical Engineer, Chief Dialysis Technologist and Electronic Engineering positions.

[47] Similarly, employees in information technology positions and related coordinator positions will be placed in the Support units rather than the Health Care units where they are currently with all ten employers.

[48] There are employees in several miscellaneous classification positions the employers propose placing in the Support units. These include Wheelchair Service Technician, Medical Photographer, Animal Quarters Technician, Environmental Technologist, Medical Physics Assistant, Miscellaneous Support Workers, Maintenance Planner, Orthotics Prosthetics Technician, Renal Assistant and OR Attendant. I agree with the employers that these positions are to be placed in Support units at April 1st.

5. NURSING BARGAINING UNIT – "GENERIC" CLASSIFICATION POSITIONS

[49] Classification positions that can be occupied by either a nurse or an employee with other qualifications are referred to as "generic" classification positions. These classification positions are not in the Nursing unit - "the nursing bargaining unit is composed of all unionized employees who occupy positions that must be occupied by a registered nurse or a licensed practical nurse."[17]

[17] s. 90(1)(a)

[50] It is necessary to identify these classification positions to finalize the number of Registered and Licensed Practical Nurses included in the Nursing units at the provincial health authority and IWK Health Centre and the units into which these positions, currently occupied by Registered and Licensed Practical Nurses, will be placed April 1st.

[51] At the beginning of this process, the employers submitted lists of classifications and positions by employer and bargaining unit at March 31, 2014. These were relied on in mediated negotiations.[18] At arbitration, the employers provided lists updated to November 25th as more current and reliable information.[19] On January 26th, new lists with more detail about classification positions in the eleven Nurses unit were provided. All lists are limited to employees on payroll and do not include employees on leave of absence.

[52] The employers identified the following eleven generic classification positions and proposed their placement at April 1st in Health Care, Clerical and Support bargaining units. I agree.

Table 3: Generic Classification Positions to Exclude from Nursing Units

	Classifications Identified as Generic	Positions	DHA / IWK	Current Union	Proposed Unit
1.	Coordinator Geriatric Resource	1	1	NSNU	Health Care
2.	Coordinator Stroke Program	1	1	NSNU	Clerical
3.	Lactation Consultant	1	3	NSNU	Health Care
4.	Challenging Behavior Resource Consultant	1	4	NSNU	Health Care
5.	District Access Coordinator	1	4	NSNU	Clerical
6.	Mental Health Triage Clinician	1	4	NSNU	Health Care
7.	Share Project Team Lead	1	4	NSNU	Support
8.	Navigator Patient Care	2	5	NSNU	Health Care
9.	Geriatric Care Consultation Clinician	1	6	NSNU	Health Care
10.	Seniors Challenging Behaviors Consultant	1	6	NSNU	Health Care
11.	Coordinator Cardiovascular Health	1	7	NSNU	Clerical
12.	Coordinator Colposcopy Program	1	9	NSGEU	Health Care
13.	Improvement Consultant	4	IWK	NSNU	Clerical
	Total Unionized Employees	17			

[18] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey), ¶ 31 - 32

[19] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 94

[53] The Nova Scotia Nurses' Union requested position descriptions. The NSGEU identified additional classifications it thought might be generic and requested additional information. The employers sought to provide all requested information.

[54] Through information disclosure, cooperation between unions and employers, submissions at arbitration and case management, all classification positions except Cancer Patient Navigator in the Oncology Department in the Cumberland Health Authority (DHA 5) were resolved.

[55] The work of Cancer Patient Navigators is coordinated across the province by Cancer Care Nova Scotia. The employers describe the position as follows: "This job works with patients and families as an educator, case manager and counsellor to address a wide range of physical, psychological, social, emotional and practical needs, and serve as a linkage between the patient and the cancer system."

[56] The minimum formal education stated in the employer's position description is a degree or diploma in a health profession with "nursing preferred." Alternatively, "A combination of equivalent education and experience in cancer care may be considered." This does not meet the test of being a position that must be occupied by a Registered or Licensed Practical Nurse.

[57] The position description has a secondary requirement that the incumbent have or obtain within eighteen months of being in the position certification in an oncology program or become certified in cancer care. The NSNU submits this limits the position to oncology certified nurses who pass examinations to acquire certification from the Canadian Nurses Association's national certification program in nursing specialties and areas of nursing practice. Therefore, this secondary requirement limits the position to Registered and Licensed Practical Nurses.

[58] The employers disagree. They identify that the Oncology Nursing Distance Education Course offered by Alberta Health Services is the program in which a position incumbent is enrolled and this program accepts non-nurse health care professionals. Like the requirements for the position, the course is not restricted to nurses.

[59] I find the Cancer Patient Navigator position in Cumberland Health Authority is not one that must be occupied by an oncology certified Nurse and is not included in the Nursing unit. The proper placement of the employees in this position is in the Health Care unit.

[60] There are employees in other Patient Navigator positions in other district health authorities which must be occupied by a nurse and will be in the Nursing unit. Whether a Registered or Licensed Practical Nurse is to be required for all these positions is an issue the new provincial health authority will have to address.

6. COMPOSITION OF NEW UNITS AT APRIL 1, 2015

[61] With minor exceptions, the resulting composition of the eight bargaining units is what the employers propose.

[62] Schedule 3 is a list of classification positions with the numbers of unionized employees from the employers' January 26th lists for the four IWK Health Centre bargaining units.

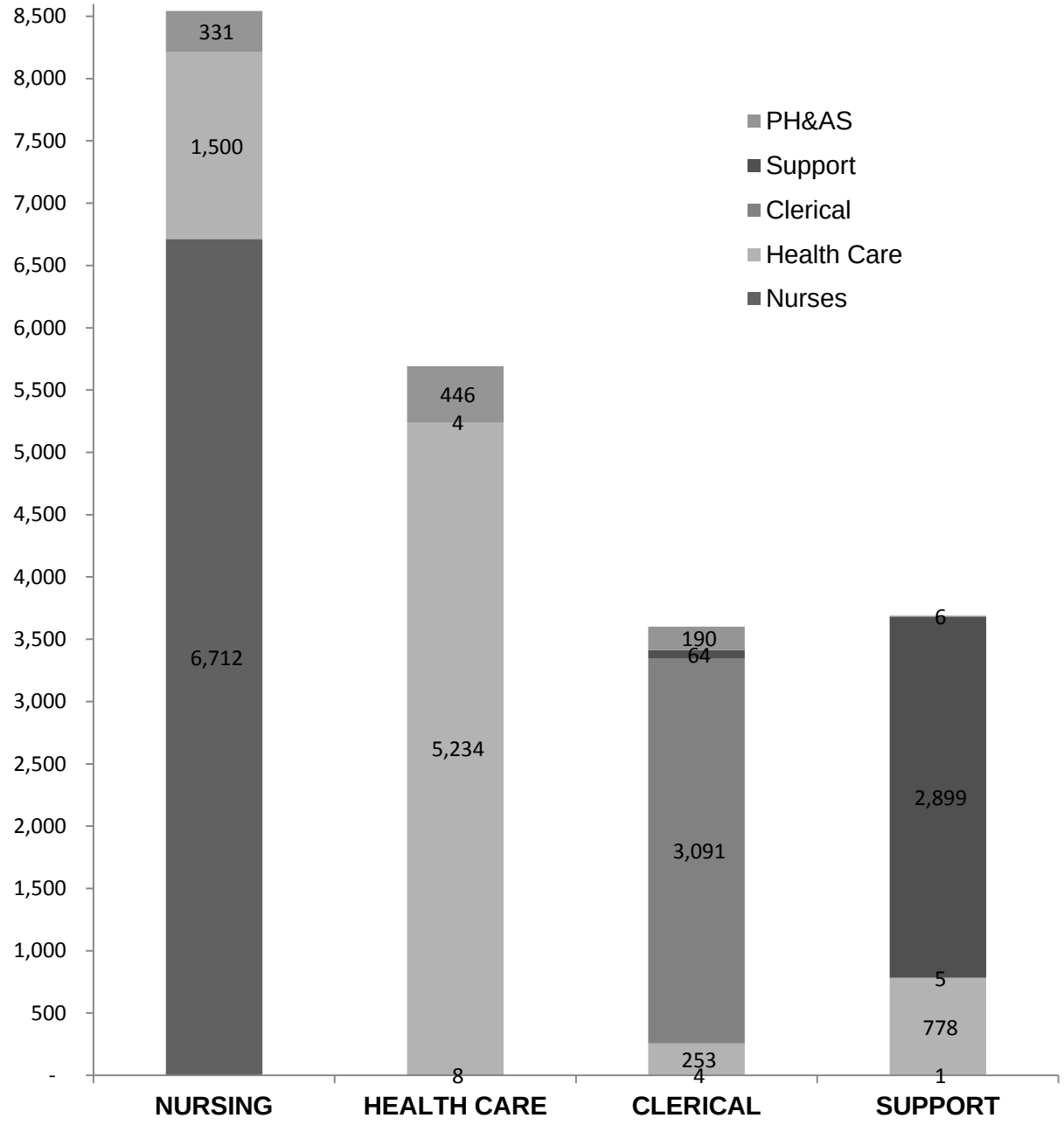
[63] Schedules 4 to 7 are lists of classification positions with the numbers of unionized employees from the employers' January 26th lists for the four provincial health authority bargaining units.

[64] The following tables report the distribution of employees among the four units for the provincial health authority and the eight units for the two employers.

Table 4: Employees – 50 Units Reduced to 8 Units at April 1, 2015

	January 26, 2015			April 1, 2015		
Units	**DHAs (46)**	**IWK (4)**	Totals	**PHA (4)**	**IWK (4)**	Totals
Nurses / Nursing	6,725	987	7,712	8,543	1,070	9,615
Health Care	7,765	941	8,706	5,692	814	6,504
Clerical	3,096	576	3,672	3,602	611	4,213
Support	2,967	331	3,298	3,689	340	4,029
PH&AS	973	–	973			
Totals	21,526	2,835	24,361	21,526	2,835	24,361

Table 5: Provincial Health Authority – 5 Unit Types Reduced to 4 Types



[65] This bargaining unit restructuring provides a platform for four sets of multi-employer, province-wide collective bargaining for Nova Scotia acute, public health and addiction health services. Until new collective agreements are achieved, employee seniority is protected and employee mobility is facilitated under the seniority integration memorandum of agreement and the interim protocol regarding collective agreements in Schedules 1 and 2.

7. INTERPRETIVE DISCOURSE; PARTY AND GOVERNMENT RESPONSES

[66] Canadians share the goal of effective, universally accessible health care services and programs that are sustainable because they are affordable. The *Health Authorities Act* enacts a first step in the government's agenda in pursuit of this goal by creating a structure to streamline administration through a province-wide organization. This labour relations restructuring in preparation for that new organization supports streamlined administration by consolidating and reducing the number of bargaining units and rounds of collective bargaining.

[67] To facilitate union and employer engagement in this restructuring, ongoing collective bargaining has been suspended until the new organization becomes the successor employer of the current employers. To help complete the transition to new collective agreements, employee opportunities to change bargaining agents have been and will continue to be suspended for an indeterminate period, probably at least until the new employer and all bargaining agents conclude their first collective agreements.

[68] In this labour relations restructuring, the statute:

- prescribes the scope and number of bargaining units for the intermingled employees of the future employer and delegates the determination of the precise composition of each unit to mediated negotiations and arbitration by a Mediator-Arbitrator chosen by the current employers and unions; and
- directs the mediated negotiations and arbitration process to determine the manner in which employee seniority among the intermingled employees will be integrated and which current collective agreement or provisions of current collective agreements will be in force for intermingled employees in each bargaining unit until new agreements are negotiated.

These tasks have been completed as reflected in attached Schedules 1 to 7.

[69] The challenges to achieve these outcomes were more complex than anticipated. They included compiling and sharing complete and accurate information in order to make informed agreements and decisions while resolving legal challenges that sections

of the statute are unconstitutional. Consequently, the time taken to complete the tasks is one month longer than provided.

[70] The entire labour relations restructuring has not been completed because there is a fourth task not entirely within the power of the government, the employers or an arbitrator to impose. This is the determination of the bargaining agents to represent the employees of each of the new bargaining units.

[71] The government's enacted agenda for this question establishes union eligibility rules and restrictions and directs the Mediator-Arbitrator to consider:

> …whether the selection of the proposed bargaining agent will
> (a) be conducive to achieving stable and harmonious labour relations between the health authorities and unionized employees; and
> (b) promote the effective and efficient provision of health care to patients at the health authorities' facilities.[20]

[72] In my November decision on constitutional challenges to sections of the legislation I determined I do not have the forcible remedial authority of the courts under section 24(1) of the *Canadian Charter of Rights and Freedoms*.

[73] I knew from the preceding mediation and House of Assembly debates of a government policy choice that representation votes were not to be held and that employee bargaining agents were to be determined through arbitration. I wrote part of the November reasons for decision to open an interpretive discourse with the parties and to speak beyond them to the government about determining bargaining agents.

[74] I wrote about the common Canadian approach of holding representation votes in successorship situations where there is an intermingling of employees represented by two or more bargaining agents and how this was consistent with the preamble to the *Trade Union Act* and freedom of association under the *Canadian Charter of Rights and Freedoms*.[21] I contrasted that approach with the one under the *Health Authorities Act* and observed:

> Instead of applying a majoritarian principle or determining the wishes of employees in a bargaining unit through a representation vote as an exercise of

[20] s. 90(2)
[21] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey), ¶ 7 - 18

> their freedom of association, the *Health Authorities Act* provides the following limitations on trade union representation of employees in each of the four bargaining units: …[22]

[75] I underscored that legislated selection and certification of bargaining agents in this restructuring situation was not comparable to legislation designating bargaining agents to formalize clear representational choices of employees in other situations. Then indicating concern, I understatedly wrote:

> Not hearing the future unnamed employer, but hearing the nine current disintegrating district health authority employers and Isaac Walton Killam Health Centre and, perhaps, unions dispute which union should represent which bargaining unit of employees for the two provincial health authorities, based on this criteria, rather than the employees' choice of the union they want to represent them, promises to be novel.
>
> It will be interesting to hear if the future is to be predicated on the past and if there are shared perceptions, interpretations or factual characterizations of the past. What will the ten employers have to say about the future and the expectations of the new provincial health authority and each of the four unions? Will any union say anything about another union? Will this become a surrogate representational vote campaign? How will the employers and unions shape the content of the eligibility (or disqualification) criteria? Is having engaged in a strike a disqualification or a necessary requirement to meet the criteria in the context of a controlled strike under recent essential service legislation?[23]

[76] None of this discourse across several pages was necessary to address the application for *Charter* remedies. It was not aimless chatter. It was background to signalling the scope of responsibility I understand I have as an independent and impartial administrative decision-maker.

> The Mediator-Arbitrator is not akin to a screening body. The Mediator-Arbitrator is not simply an usher showing everyone pre-assigned seating. The Mediator-Arbitrator is not simply a facilitator clearing the field and setting up for a new game that has a new player in the mix with old players assigned new positions. The Mediator-Arbitrator's role is not simply to ensure the employers or the government get a desired outcome, no matter how much it might be preordained. The Mediator-Arbitrator does not simply administer.
>
> The Mediator-Arbitrator adjudicates in a role that complements the courts in the administration of justice. No arbitrator simply administers regardless how narrow the grant of authority or predictable the likely outcome. The fact the mandate must be done with a limited time, or that the courts are available for later

---

[22] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey), ¶ 33

[23] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey), ¶ 40 - 41

> constitutional remedies, or that the mandate is limited to one major restructuring seen as crucial to the future of Nova Scotians do not indicate the mandate is merely administrative.
>
> Limited time and a single purpose are practical considerations that do not outweigh the clear intention that the mandate is to make decisions and supervise their implementation for some continuing time. The decisions will have profound legal consequences for the affected employees, employers and trade unions.
>
> In the context of the *Health Authorities Act*, the Mediator-Arbitrator's mandate is similar, if not identical, to the Labour Board making decisions under the *Trade Union Act*. The Mediator-Arbitrator is acting in the place of the Labour Board for a defined restructuring and successorship that was removed from the Board and assigned to an agreed person dedicated to make decisions within a shortened timeframe and to oversee ongoing implementation for an unspecified future time. With some exceptions, the Mediator-Arbitrator interprets and applies the words and expressions of the *Health Authorities Act* using the same meaning for words and expressions in Part I of the *Trade Union Act*. (s. 2(2))
>
> Deciding questions of law is necessary to fulfill the mandate. These questions arise in interpreting and applying the enabling statute, *Trade Union Act*, *Public Inquiries Act*, *Interpretation Act* and past decisions of the Labour Board and other tribunals on issues arising under the common labour relations language used in the *Health Authorities Act*.[24]

[77] Despite the stated government wish not to have employee representation votes, the NSGEU responded by anchoring its approach on bargaining agent selection at arbitration in the well-accepted, traditional approach of determining majority employee choice of the union they wish to represent them by secret, government supervised vote. This is not surprising in Nova Scotia, which was a Canadian pioneer in the quick vote approach to determining employee support.[25]

[78] I decided in my January decision that I do not have the authority to order a representation vote among bargaining unit employees to determine who they wish to represent them as their bargaining agents.[26]

[79] And I continued with the discourse by stating the provisions of this legislation have to be interpreted and applied in a manner that respects the freedom of association

---

[24] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey), ¶ 96 - 100

[25] See Innis Christie, *Certification – Is There a Better Way To Test Employee Wishes* in *The Direction of Labour Policy in Canada, Proceedings of the Twenty-fifth Annual Conference*, Industrial Relations Centre, McGill University (1997)

[26] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 480 - 488

of employees in each of the eight bargaining units to choose their exclusive bargaining agent by some form of majority choice.

[80] As happens in some employer successorships where employees represented by two or more unions are intermingled in a new bargaining unit, the employees' current union membership is used as the best evidence of the employees' choice. Similarly, I chose current union membership as the best available evidence of employee choice.

[81] I did so aware many employees will not know the bargaining unit in which they are included until a final decision on bargaining unit composition is made and aware employee knowledge of their bargaining unit placement could affect their choice of the union they think will best enable their input, be willing to advance their interests and be best able to represent their interests to the management of an employer with which they do not yet have an employment relationship. With no authority to order and supervise a representation vote in an expedited process, what other evidence could be used to determine employee choice of a trade union as their bargaining agent?

[82] This best available evidence is used knowing the employees will have the future freedom to choose another bargaining agent. As remote as some might think that is, the changes associated with this restructuring, including changes in trade union bargaining agents without a vote, might be fertile ground for future employee change of bargaining agent. Changing bargaining agent might be easier and more preferable for some career health service workers than moving elsewhere or to another Nova Scotia employer in a reduced pool of health service employers.

[83] At the time I was writing, the fundamental nature of employee independent choice was affirmed in a judgment by a majority of the Supreme Court of Canada issued the day before my decision. The Court wrote, in part:

> (1) Choice and Independence Are Inherent to the Nature and Purpose of Collective Bargaining
>
> (a) *Employee Choice*
>
> The function of collective bargaining is not served by a process which undermines employees' rights to choose what is in their interest and how they should pursue those interests. The degree of choice required by the *Charter* is one that enables employees to have effective input into the selection of their collective goals. This right to participate in the collective is crucial to preserve employees' ability to advance their own interests, particularly in schemes which

involve trade-offs of individual rights to gain collective strength (J.E. Dorsey, "Individuals and Internal Union Affairs: The Right to Participate", in K.P. Swan and K.E. Swinton, eds., *Studies in Labour Law* (1983), 193).

Hallmarks of employee choice in this context include the ability to form and join new associations, to change representatives, to set and change collective workplace goals, and to dissolve existing associations. Employee choice may lead to a diversity of associational structures and to competition between associations, but it is a form of exercise of freedom of association that is essential to the existence of employee organizations and to the maintenance of the confidence of members in them (*PIPSC*, at p. 380, *per* Cory J., in dissent; P. Davies and M. Freedland, *Kahn-Freund's Labour and the Law* (3rd. ed. 1983) at p. 200).

Accountability to the members of the association plays an important role in assessing whether employee choice is present to a sufficient degree in any given labour relations scheme. Employees choose representatives on the assumption that *their* voice will be conveyed to the employer by the people *they* choose (A. Bogg and K. Ewing, "A (Muted) Voice at Work? Collective Bargaining in the Supreme Court of Canada" (2012), 33 *Comp. Lab. L. & Pol'y J.* 379, at p. 405). A scheme that holds representatives accountable to the employees who chose them ensures that the association works towards the purposes for which the employees joined together. Accountability allows employees to gain control over the selection of the issues that are put forward to the employer, and the agreements concluded on their behalf as a result of the process of collective bargaining.

(b) *Independence From Management*

The function of collective bargaining is not served by a process which is dominated by or under the influence of management. This is why a meaningful process of collective bargaining protects the right of employees to form and join associations that are independent of management (Delisle, at paras. 32 and 37). Like choice, independence in the collective bargaining context is not absolute. The degree of independence required by the Charter for collective bargaining purposes is one that permits the activities of the association to be aligned with the interests of its members.

Just as with choice, independence from management ensures that the activities of the association reflect the interests of the employees, thus respecting the nature and purpose of the collective bargaining process and allowing it to function properly. Conversely, a lack of independence means that employees may not be able to advance their own interests, but are limited to picking and choosing from among the interests management permits them to advance. Relevant considerations in assessing independence include the freedom to amend the association's constitution and rules, the freedom to elect the association's representatives, control over financial administration and control over the activities the association chooses to pursue.

Independence and choice are complementary principles in assessing the constitutional compliance of a labour relations scheme. *Charter* compliance is evaluated based on the *degrees* of independence and choice guaranteed by the labour relations scheme, considered with careful attention to the entire context of the scheme. The degrees of choice and independence afforded should not be considered in isolation, but must be assessed globally always with the goal of

> determining whether the employees are able to associate for the purposes of meaningfully pursuing collective workplace goals.
>
> **********
>
> Before turning to the application of these principles to the constitutional questions raised in this case, we address Rothstein J.'s dissenting reasons. In Rothstein J.'s view, "[t]he essential feature of a labour relations regime that allows employees to exercise their constitutional right to make meaningful collective representations on their workplace goals is representativeness: the voice that speaks on behalf of employees must represent their interests and be ultimately accountable to them. Representativeness is the constitutional imperative required in order to ensure that s. 2(*d*) rights are protected in the collective bargaining context, nothing more" (para. 172).
>
> So stated, the notions of choice and independence, on the one hand, and representativeness, on the other, overlap considerably. However, we consider choice and independence best suited for the constitutional analysis at issue. If employees cannot choose the voice that speaks on their behalf, that voice is unlikely to speak up for their interests. It is precisely employee choice of representative that guarantees a representative voice. Similarly, if employees must "have confidence in their spokespersons" (Rothstein J.'s reasons, at para. 219), the way to ensure such confidence is through a sufficient degree of employee choice in the selection of representatives.
>
> Justice Rothstein argues that "the touchstone is representativeness" (para. 195). He acknowledges, however, that employees must be able to hold their representatives "to account" (paras. 193 and 222). Yet employees will be unable to hold representatives accountable if those employees lack sufficient choice in selecting their representatives or if their representatives are dependent on management (for instance, in determining the acceptable subject matter of employee grievances, or the relative priority of employee concerns).
>
> Representativeness and accountability rest on choice and independence. We conclude that the latter two principles are the most appropriate in assessing s. 2(*d*) compliance in the context of labour relations. That said, these principles are tools in an analysis that must in each case determine whether the right to the meaningful pursuit of collective workplace goals is respected. In our view, the disagreement between majority and Rothstein J. on the terminology of "choice and independence" versus "representativeness" is more semantic than real. The real difference lies in how the concepts are understood and applied. [27]

[84] In November, I wrote about one of the challenges in writing reasoned decisions in this expedited process:

> I regret, as the Attorney General characterized it, the "extraordinary limited time" of the mediation-arbitration process does not permit time to make comprehensive summaries of all the very helpful submissions received; summarize lengthy excerpts from court decisions quoted later in this decision; or make these reasons for decision and ruling more succinct, and, perhaps, more plain language, readable and accessible through editing of successive drafts. Like

[27] *Mounted Police Association of Ontario v. Canada (Attorney General)*, 2015 SCC 1, ¶ 85 – 90; 100 - 103

> letters, it takes more time to write briefer reasons for decision – "If I had more time, I would have written a shorter letter."[28]

[85] The January decision was also too lengthy with sometimes rambling interpretive discourse inviting inspired responses from the parties and the government with whom I am unable to speak in any manner other than through written decisions.

[86] Because this mediation-arbitration process is on a fast track I took the unusual step of suggesting options for the parties and the government to achieve its public policy goals while respecting employee choice in selection of bargaining agents and applying the legislation in a manner that complies with the *Charter* in order to avoid distracting and unwanted uncertainty and cost associated with years of litigation.

[87] Even if it takes a little longer and requires acting slightly unorthodox, getting the best defensible outcome can be more important and less costly than simply getting an outcome in the assigned time.

[88] There were responses from the unions, employers and government consistent with democratic inter-institutional dialogue that sometimes happens on complex issues. Conversation and policy evolution progresses from legislators enacting; affected citizens reacting; impartial and independent decision-makers interpreting what was enacted; and citizens and legislators responding.[29]

[89] CUPE's response was to follow through on a process of local union consolidation discussed in early 2014.[30] In accordance with the CUPE national constitution, Locals 835, 1933, 2431, 2525 and 4150 held meetings in twenty-one communities in January at which motions to merge were presented and debated. Each local union held subsequent meetings at multiple locations from January 28th to February 4th to vote on

---

[28] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey), ¶ 50

[29] Persons unfamiliar with tis form of conversation or dialogue as a metaphor for the interaction between independent adjudicators and legislatures or government could easily conclude my discursive decision was a continuation of mediation rather than arbitration. This mistake was not made by counsel for the NSNU who clearly recognized I was trying to engage the parties and government in discussion about critical, undecided issues through written decisions. See *Charter Dialogue: Ten Years Later* (2007) 45 Osgoode Hall Law Journal; Rosalind Dixon, *The Role of the Supreme Court of Canada*, (2009) 47 Osgoode Hall Law Journal 235; and other publications in the Supreme Court of Canada Court Bibliography at http://www.scc-csc.gc.ca/court-cour/biblio-eng.aspx

[30] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 138

the motions. The membership of each voted by majority and not all unanimously to merge into a newly chartered local union. The national union granted a charter for a new Local 8920 on February 5th.

[90] In 1977, the NSGEU and IWK Technical Employees Association entered into an affiliation agreement. In 1999, after holding a representation vote, the Labour Relations Board certified the NSGEU for a bargaining unit of office employees of IWK Grace Health Centre for Children, Women and Families.[31] From November 1999 to September 2007, the IWK Health Centre entered into various voluntary recognition agreements with NSGEU.

[91] Under the NSGEU constitution, a Local "means a group of members of the Union comprised of one (1) or more bargaining units in a geographical or work area."[32] For employees covered by the *Trade Union Act*, collective bargaining is done by local unit committees – ""Bargaining Unit Negotiating Committee" means the committee elected by each Bargaining Unit in accordance with the terms of this Constitution and By-Laws to represent the Bargaining Unit in negotiations with their employer."[33]

[92] Local 23, one of NSGEU's 85 locals, is the Local for what it calls the Clerical & Administrative Professional bargaining unit at IWK Health Centre. Its members are employees of IWK Health Centre. It has acted on behalf of the NSGEU representing employees in the bargaining unit. Since 1999, it has negotiated successive collective agreements with IWK Health Centre.

[93] After the January decision, NSGEU took and is taking steps to transfer to Local 23 all the memberships of Clerical unit employees of district health authority employers. It gave notice of a proposed new by-law enabling the transfer and vote by affected members. The members of Locals 23, 246, 89, 90, 91, 93, 94 and 95 voted transfer membership and bargaining rights to Local 23. NSGEU expects to complete the process under its Constitution and By-laws by early March when the Board of Directors approve resolutions changing by-laws to complete the transfer.[34]

---

[31] *IWK Grace Health Centre for Children, Women and Families*, April 9, 1999, LRB #4712
[32] Article 1.2.8
[33] Article 1.2.4
[34] Shawn Fuller Affidavit, February 6, 2015; February 18, 2015 email from counsel.

[94] This process, based on membership debate and vote, will result in a union organizational structure that mirrors the future employer structure and goes one step further by merging to establish one union to represent the employees of both health authority employers at multi-employer negotiations mandated under the *Health Authorities Act* for two bargaining units of the same type.

> The health authorities shall engage in multi-employer collective bargaining when negotiating collective agreements with bargaining agents in respect of bargaining units of the same type for each health authority.[35]

There will be two employers negotiating two collective agreements with one bargaining agent representing the employees of two bargaining units. This is consistent with the government's streamlining.

[95] Collectively in response to the January decision, the unions discussed establishing amalgamated successor local unions in which members of each union are also members of the distinct successor union. Discussions were held before and during the hearing continuation. A template constitution and bylaws were drafted to reflect the workplace context and interests of the employees. The approach shares employee representation obligations and accountability to fulfill a bargaining agent's duty of fair representation to all employees in a bargaining unit.

[96] Trade unions have distinct cultures shaped by workplaces, history, their members and leadership. At times, they compete for the support of employees not represented by any union or represented by other unions. A union's membership is its main asset, but its members are not considered to be commodities to be bartered.

[97] Union leadership continued to rage against the *Health Authorities Act* they consider cynically ill-conceived to create a disharmonious labour relations situation hastily implemented with inadequate information, reflection and consultation. But they were unable to overcome regional separation, past differences and other barriers to achieve amalgamated successor unions to represent one or more of the units.

[98] CUPE, Unifor and NSGEU were not able to take that step to claim majority membership representation among employees of the provincial health authority in the

---

[35] s. 26

future Nursing unit. Similarly, NSNU was not able to take that step with either or both CUPE and Unifor.

[99] The unions requested the employers' agreement to enter into mediated-negotiations under section 91(1). They were in search of a politically acceptable pragmatic solution to a situation they did not create that the union leadership could explain to their members and advocate for their support. The employers' did not agree. However, the hearing was adjourned for intervals during the scheduled hearing dates to give the unions time to continue their discussions. There are no agreements.

[100] In the legislative debate on the bill enacting the *Health Authorities Act*, the government communicated a message that the legislation guaranteed a surviving role for four unions regardless of the wishes of employees.

> HON. MAUREEN MACDONALD: Mr. Speaker, … My question through you is to the Premier. Many organizations have been through amalgamation in our province over the last number of years: municipalities, school boards, health care organizations, and many of these amalgamations have taken place under Liberal Governments. In all cases, labour issues that required resolving went to the Labour Relations Board as per Section 31 of the Trade Union Act. None have done what this government is doing.
>
> My question through you, Mr. Speaker, is why does the Premier think he knows better than every other government and organization that has faced a similar situation in the history of our province?
>
> THE PREMIER: Mr. Speaker, I want to thank the honourable member for the question. Over the last number of months the Minister and the Department of Health and Wellness have been working with union leaders, knowing full well that we are committed to restructuring health care in this province. The things that they had told us were they wanted all four unions to survive; we have committed to that. No benefits that health care workers have earned over the past will change; all of that will be in place.
>
> One of the things during this conversation was they didn't want to have run-off votes. They wanted to make sure that the disruptiveness of run-off votes wasn't going to take place and affect work places across this province and indeed that is not the case. Furthermore there is a structure in place that a mediator will work with them over the next 90 days to find the resolution to which union will represent the four categories that all four unions agreed to.
>
> One of the reasons why things are working differently is because we actually consulted and communicated with the organization we're involved with.
>
> MS. MACDONALD: Unfortunately, we've been down this road before in terms of the reshuffling of health authorities in the province and in those cases I think one of the lessons that was learned was that the approach could be different and the health care unions worked very hard to provide an alternative. However, they have a perfectly good process in place. It has, in fact, been used to reach

> resolution in the past and so the question is really very simple. My question to the Premier is why is he throwing out years of experience and opting to go down an unknown route that is already causing chaos?
>
> THE PREMIER: Mr. Speaker, I don't know what the honourable member missed. Union leaders asked that all four unions be preserved, they are. The union leaders all agreed that there should be four categories of bargaining, they agreed to that. They did not want run-off votes. I apparently hear now someone has changed their mind but the fact of the matter is, this will not cause disruption in the work places across this province. It will ensure that workers' rights are protected.
>
> The things that they have earned in negotiations will be respected regardless of what is being said out there. This bill does not take away any earned rights that workers have in this place. What it does set forward is a constructive negotiation path going forward and it preserves the system in the long run for all of Nova Scotians.
>
> MS. MACDONALD: Well Mr. Speaker, I always thought that in a democratic system, the fundamental building block is the right to choose and I find it very hard that the Premier can't see the connection between what he's doing in his legislation and this process, and that basic democratic right.
>
> We knew the Premier would be creating many new problems by choosing to merge district health authorities, but it seems that wasn't enough. The Premier needed to create even more problems in the way he's choosing to handle labour relations in the health care sector.
>
> Mr. Speaker, my question through you to the Premier is, why won't the Premier take the advice handed to him and start fixing issues in the health care system instead of creating new ones?
>
> THE PREMIER: Mr. Speaker, we're looking forward to the passage of Bill No. 1 so that we can continue down the road of tearing down the walls that have been created in the health care system, and that are delivering services to less than one million people. This will protect workers. It ensures that the hard-earned benefits that they have will be there and continue to be there going into the future. It makes sure that labour negotiations going forward are not an ongoing situation. There are four very clearly defined negotiations that will take place that - I want to remind the honourable member - the union leaders have all agreed to. Most importantly, this will ensure that the health care system that we all want there for our families will be affordable into the future.[36]

[101] This message decontextualizes the discussions last summer and misstates the unions' positions. Survival for the four unions meant continuing to represent their current members through a bargaining association. The unions' proposal rejected by government without a counter proposal, was:

- Each union continue to represent its current members, not members of other unions. No union is a bargaining agent for employees who did not choose it.

[36] Nova Scotia House of Assembly, *Hansard Debates and Proceedings*, Assembly 62, Session 2, October 2, 2014, pp. 308 - 310

- Employees in the Public Health and Addiction Services units are appropriately placed in four units but continue to be represented by their current unions.
- Existing inconsistent placement of classification positions across the district health authorities is resolved by placing them in the unit with the highest number of employees. As a result, Licensed Practical Nurses will be in the Health Care unit.
- Otherwise, the scope of the four standard hospital units is unchanged.

[102] When the government enacted the *Health Authorities Act* and rejected the proposition that "Health care workers who do the same job could still be represented by different unions,"[37] it rejected the basis on which the union leadership agreed their unions would survive and there would be no representation votes. In the government's legislated counter-proposal:

- Each union cannot continue to represent all its current members.
- Employees in the Public Health and Addiction Services units placed in the four units do not continue to be represented by their current unions.
- Existing inconsistent placement of classification positions across the district health authorities is not resolved placement in the unit with the highest number of employees. Licensed Practical Nurses are placed in the Nursing unit.
- The scope of the four standard hospital units is significantly changed.

[103] The legislation changed the entire context. This is why I find stating the unions preferred their survival to representation votes was decontextualizing.

[104] The *Health Authorities Act* containing labour relations restructuring transitional provisions was the first counter proposal from the government. It rejected the premise of the unions' proposal. The unions were confronted with inevitability. They had to adapt to the new context. It was incorrect to say a union leader who did adapt was changing her mind. This applies equally to a leader who embraced having the Licensed Practical Nurses in the Nursing union or who called for representation votes.

---

[37] *Fact Sheet Health Labour Landscape in Nova Scotia*, September 29, 2014, http://novascotia.ca/dhw/PeopleCentredHealthCare/health-authorities-act.asp

[105] No experienced employer negotiator is reported to have advised it is conducive to stable and harmonious labour relations to bargaining with a union that is not chosen by the employees and whose leadership is not elected by the employees and does not know or have a trusting relationship with employees on whose behalf they speak.

[106] Such a situation has no representational basis and no workable accountability framework. On what basis could the bargaining agent leadership with any confidence make a tentative agreement with an employer and successfully persuade employees to ratify a tentative agreement is in their best interest when they do not know the employee working in facilities and living in communities where they have not represented health workers? Even with the current accountability framework in 2001 nurses rejected a tentative agreement negotiated by its elected NSNU leadership.

[107] In administration of the transitional collective agreements, will employees grieving a manager's decision or claiming an entitlement under a collective agreement withdraw or compromise their grievances on the advice of a union leader they had no choice in having as their exclusive bargaining agent?

[108] The current situation is even more complex because the risks and reality in collective bargaining in April will be unique and very challenging. Presumably, employer negotiation proposals to operationalize the new structure and provide the basis for the provincial models of care for which the restructuring has been engineered are being prepared for collective bargaining beginning in April.

[109] Union leadership will have to make choices among terms, conditions and language in collective agreements they previously negotiated and others they inherit from other unions. They will then have to persuade a majority of employees across the province on whose behalf they speak that their choices are in the employees' best interests. Some of those choices will be to jettison provisions negotiated by workplace leaders of legislatively displaced unions who the leaders now represent.

[110] Will the nurses' bargaining agent leadership advocate for the black and white uniform provision in the NSNU collective agreement[38] or the uniform provision in the

[38] Article 8.19

NSGEU collective agreement or some hybrid of both?[39] What will be the employers' position? Will the same uniform provision be extended to all Licensed Practical Nurses? What will be the sick leave plan for all the Registered and Licensed Practical Nurses?

[111] Will the 3.5% retention incentive be protected for all current employees placed in new bargaining units under new collective agreements? Will co-workers expect they will now be entitled to the same benefit? How will this benefit be protected and tracked for the next 25 years in the SAP system? Will the employers propose restricting or expanding its future application?

[112] The extensive list of issues for each bargaining table is captured in the schedules to the employers' initial proposal at the last hearing on the interim protocol for collective agreements before they adopted the unions' approach.

[113] Equally important and unknown is how much money the provincial health authority and IWK Health Centre will have to achieve uniform collective agreement provisions and language across each bargaining unit. The employers' goal must be a single, internally harmonious collective agreement, not an assortment of legacy agreements with some of their appendices, letters of understanding and memoranda of agreement stapled to a new cover page.

[114] Experience teaches when a compendium agreement is the outcome of the first round of collective bargaining after restructuring it will be the pattern for future rounds with on-going conflict and costly dispute resolution over how components are to read together and applied consistently to all bargaining unit employees.

[115] Accomplishing the goal of a single, internally harmonious collective agreement document requires employer and union negotiators to make difficult choices, which some employees will regard as a loss and failure to meet the promise that: "No benefits that health care workers have earned over the past will change; all of that will be in place." Some employees will see this promise encompassing what others might regard as less important or mundane matters, such as grievance procedure language or

[39] Article 31.08

disputed language interpreted at grievance arbitration years ago. Union leaders will have to be able to persuade employees that their choices maintain the promise and are in the employees' best interest.

[116] Predictably and commonly, the process of integrating or harmonizing collective agreements for bargaining units of intermingled employees previously covered by two or more collective agreements involves bargaining agents proposing "leveling up" to the highest wages and benefits and most advantageous agreement language. This was a past outcome in Nova Scotia.[40] If the employers are not willing or unable to pay this price to achieve an integrated, not patchwork quilt, collective agreement, then bargaining agent negotiators and union leadership will have limited ability to agree to forego benefits for some employees and not for others.

[117] How will they be able to if they are not chosen by a majority of the employees they speak for and do not have the support of the majority of the bargaining unit employees who include former leaders of another union who bargained hard to achieve what the employers seek to change or delete?

[118] If the employers offer no money to achieve the goal of a single, internally harmonious collective agreement or propose leveling to a lower common benefit or language or propose some roll back in benefits, what will be the response and accountability framework for the bargaining agent leadership if it is neither chosen nor elected by the majority of employees it represents?

[119] The requisite history, trust and relationship will not exist to enable the bargaining agent leadership to make hard choices with confidence it can persuade the employees to ratify their choices. This will be particularly so when a funding government has promised: "The things that they have earned in negotiations will be respected regardless of what is being said out there. This bill does not take away any earned rights that workers have in this place." "Any earned right" can be seen as an all-inclusive promise.

---

[40] See *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 117; 361

[120] In the first round of collective bargaining in 2015 after this extensive restructuring, an accountability framework for the bargaining agent leadership based on employee choice will be crucial "to achieving stable and harmonious labour relations between the health authorities and unionized employees." It will be especially crucial if employer funding and collective bargaining proposals are focused entirely on "effective and efficient provision of health care to patients at the health authorities' facilities."[41]

[121] The *Health Authorities Act* delegates to mediated negotiation and arbitration the task of interpreting and applying its provisions. The expectation is it will be done in a manner consistent with the enacting promise "It will ensure that workers' rights are protected." This includes the workers' associational right to choose their bargaining agent. It has placed all the unions, and especially CUPE and Unifor, in a difficult position. They need union collaboration to survive.

[122] CUPE acknowledges government cannot impose exclusive bargaining agents for employees if the employees have not chosen the bargaining agents. It advocates for a *Charter* compliant interpretation of the legislation. The interpretation based on majority employee choice in each bargaining unit coupled with the legislative requirement that the same union represent the same type of bargaining unit for both the provincial health authority and IWK Health Centre, an unusual double majority rule, precludes CUPE from achieving bargaining agent status without some form of amalgamation with another union. This is because it has no members among the employees of IWK Health Centre. For CUPE, it is a case of a legislated tail wagging the dog.

[123] However, CUPE submits it ought not to be disqualified on this basis. Instead, I should determine an amalgamated is to be the bargaining agent for at least six, if not all eight, bargaining units. Alternatively, and perhaps in desperation, CUPE submits because Local 8920 is an eligible union it should the bargaining agent for both of one type of unit representing employees of both health authorities. It does so although there is no provision for combining the number of employees in both units of the same type to achieve an overall majority to be the bargaining agent for employees of both health authorities.

---

[41] s. 90(2)

[124] The hard reality is CUPE does not have as members a majority of the employees in any of the eight bargaining units. To determine it to be the exclusive bargaining agent for any two of the units would be to disregard the associational rights of the employees, which CUPE has championed throughout. State legislated designation of bargaining agent status for a union with minority support among employees in a bargaining unit of a state created employer is not consistent with the employees' freedom of choice.

[125] The final response to the discourse in the January decision was the government Order in Council.

8. EMPLOYEE BARGAINING AGENT DETERMINATIONS

Table 6: Union Membership in Four Units – Provincial Health Authority

	Nursing		Health Care		Clerical		Support	
	#	%	#	%	#	%	#	%
CUPE	484	5.66%	1,940	34.08%	1,195	33.18%	1,093	29.63%
NSGEU	3,420	40.02%	2,994	**52.60%**	2,373	**65.88%**	1,835	49.74%
NSNU	4,166	48.75%	7	0.12%	4	0.11%	1	0.03%
Unifor	473	5.54%	751	13.19%	30	0.83%	760	20.60%
Totals	8,543		5,692		3,602		3,689	

Table 7: Union Membership in Four Units – IWK Health Centre

	Nursing		Health Care		Clerical		Support	
	#	%	#	%	#	%	#	%
CUPE								
NSGEU	87	8.13%	814	**100.00%**	606	**99.18%**	18	5.29%
NSNU	983	**91.87%**						
Unifor					5	0.82%	322	**94.71%**
Totals	1,070		814		611		340	

[126] These tables report the distribution of employees by union membership at January 26, 2015 in the eight new bargaining units for the two future health authority employers.

[127] A majority of the employees in each Health Care unit employed by the provincial health authority and IWK Health Centre are members of the Nova Scotia Government and General Employees Union.

[128] I determine and order the Nova Scotia Government and General Employees Union is the successor bargaining agent at April 1, 2015 representing the employees in the Health Care bargaining unit of each of the two health authority employers.

[129] If the process of local union merger and membership transfer is completed, the Nova Scotia Government and General Employees Union, Local 23 will have as members a majority of the employees in each Clerical unit employed by the provincial health authority and IWK Health Centre.

[130] If the process is completed, I will determine and order the Nova Scotia Government and General Employees Union, Local 23 is the successor bargaining agent at April 1, 2015 representing the employees in the Clerical bargaining unit of each of the two health authority employers. I will make the determination and order at the request of Local 23 with documentation supporting its status as a union and its membership.

[131] For the Nursing and Support bargaining units, no union has as members a majority of the employees in the same type of bargaining unit who will be employed by both health authorities at April 1, 2015.

[132] A review of the classification position composition of the eight bargaining units discloses no employer proposal or arbitrated decision on unit placement of generic or other classification positions has frustrated any union from having majority membership support in any bargaining unit.

[133] It is the legislated placement of Licensed Practical Nurses in the Nursing unit, championed by the Nova Scotia Nurses' Union and opposed by the other unions, that has frustrated the NSNU from having majority membership among the employees in the provincial health authority Nursing unit and has enabled the NSGEU to have majority membership among the employees in the provincial health authority Health Care unit.

[134] Unifor Local 4606 has as members a majority of the employees in the Support unit at IWK Health Centre, but not in the Support unit of the separate provincial health authority employer.

[135] The NSNU has as members a majority of the employees in the Nursing unit at IWK Health Centre, but not in the Nursing unit of the provincial health authority

employer. In my January decision, I offered the following options for the Nursing units situation and recognized there might be other options.

> The House of Assembly could remove the Licensed Practical Nurses from the Nursing unit and thereby give the NSNU a double majority. Or it could combine the Nursing units for the provincial health authority and IWK Health Centre into a single or common employer unit giving the NSNU a majority (53.7%). What that might mean for the separate governing structure of the IWK Health Centre and the three other units is unclear. Perhaps there are other options.
>
> Consequently, I reserve jurisdiction on this issue to be addressed in a continuation of this arbitration.[42]

At January 26, 2015 the NSNU's membership majority in the combined Nursing units is 53.56%.

[136] The government made the following Order in Council.

> January 29, 2015
>
> 2015-23
>
> The Governor in Council on the report and recommendation of the Minister of Health and Wellness dated January 28, 2015, and pursuant to Section 78 of Chapter 32 of the Acts of 2014, the *Health Authorities Act,* is pleased to make regulations further defining eligibility to represent a bargaining unit in the form set forth in Schedule "A" attached to and forming part of the Report and Recommendation, effective on and after April 1, 2015.
>
> Schedule "A"
>
> General Regulations
>
> made by the Governor in Council
>
> under Section 78 of Chapter 32 of the Acts of 2014,
>
> the *Health Authorities Act*
>
> **Citation**
>
> 1. These regulations may be cited as the *Health Authorities Act General Regulations*.
>
> **Definitions**
>
> 2 (1) In these regulations,
>
> "Act" means the *Health Authorities Act*, Chapter 32 of the Acts of 2014.
>
> (2) In the Act,
>
> "eligible to represent a bargaining unit", with respect to a union that represents registered nurses or licensed practical nurses within the meaning of clause 89(1)(d) of the Act, means, in addition to meeting the criteria set out in that clause, that the union represents a majority of the total number of unionized registered nurses and unionized licensed practical nurses employed in the provincial health authority and the IWK Health Centre, combined, estimated as of November 25, 2014 and

[42] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 509 - 510

> without consideration as to whether the union represents a majority of the total number of unionized registered nurses and unionized licensed practical nurses employed in the provincial health authority alone or the IWK Health Centre alone as of that date.

[137] All legislative provisions have an operational period of time during which they are in force before they are repealed. This can be a different period of time than the time during which they have application. They might have retroactive application and change the legal effect of a past situation. Or have retrospective application and change the future legal effect of a past situation. Or they might have immediate application and change ongoing situations or interfere with vested rights on the date they come into force.

[138] The *Health Authorities Act General Regulations* come into force on April 1st when the provincial health authority comes into existence. This is consistent with the anticipatory successorship nature of this labour relations restructuring process. Because the regulations refer to the provincial health authority, which is not in existence until April 1st, the regulations can have no retroactive application. There were no detailed submissions by any party and none were invited on whether these regulations at April 1st will have any retrospective application and change any decision or order made before April 1st or interfere with any right vested at that date.

[139] The Attorney General submits provisions of a statute not yet in force can be used to determine the will and intention of the legislature.[43] Counsel refers to a text author who concludes:

> Enacted legislation sets out the fully articulated intention of the legislature. Upon enactment, that intention is fixed and the event of coming into force does not affect it. Once this is appreciated, there is no reason not to look to unproclaimed legislation as evidence of legislative intent.[44]

The submission is, although these regulations speak to labour relations restructuring for a provincial health authority not yet in existence and do not operate immediately, they provide guidance in administering and applying sections of the statute that are in force.

---

[43] *Reference Criminal Law Amendment Act, 1968-69* [1970] S.C.R. 777 per Ritchie, J; *Royal Bank of Canada v. Saskatchewan Power Corp.* [1990] S.J. No. 706 (C.A.) per Vancise, J.A.
[44] Ruth Sullivan, *Sullivan on the Construction of Statutes*, 6th Edition (2008), p.727

[140] The Attorney General submits the regulations are validly made in accordance with section 8 of the *Interpretation Act*.[45]

> Where an enactment is not to come into force or operation immediately on its being passed and it confers power to … (b) make regulations …
>
> that power may, for the purpose of making the enactment effective upon its coming into force, be exercised at any time after the enactment has been passed, but a regulation made thereunder before the enactment comes into force has no effect until the enactment comes into force, except in so far as is necessary to make the enactment effective.

[141] Section 78 of the *Health Authorities Act* delegates authority to make regulations "(n) respecting any matter or thing the Governor in Council considers necessary or advisable to effectively carry out the intent and purpose of this Act." The Attorney General submits these clear and unambiguous regulations are properly made to direct the approach to be taken to determine majority employee support in the Nursing units for a bargaining agent.

[142] Implicitly, the submission is that the regulations are intended to help resolve the bargaining agent determination for the Nursing units in a timely manner. To date, there has been no government response to the more perplexing dilemma of reconciling employee choice with timely determination of the bargaining agent for the Support units.

[143] The Attorney General submits different approaches to applying a majoritarian rule were acknowledged in the January decision, which states, in part:

> There have been innumerable political and legal disputes over the method of determining union majority support; the eligibility for inclusion and the composition of the constituency or appropriate grouping of bargaining unit employees among whom a majority will be determined; whether an employee or employees in a classification or job position will or will not be included in the group; weighting the expressed wishes of employees opposing certification; the date at which the wishes of a majority is to be determined; and related constituency boundary and expression of employee wishes issues. This is daily grist for labour relations board decision making. On occasion the disputes have reached the Supreme Court of Canada.[46]

[144] The Attorney General submits no approach is directed or mandated by the *Health Authorities Act* and the majoritarian rule is malleable. The regulations simply ordain a particular application for one type of bargaining unit. It is consistent with the

---

[45] R.S.N.S. 1989, c. 235

[46] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 452

statute. The additional eligibility criterion in the regulations simply respond to the double majority interpretation and create a synchronicity allowing one union to represent the employees in the Nursing units at both health authorities on and after April 1st. The regulations respond to the circumstances of the Nursing units because this is the context in which a need to explore options was suggested.

[145] CUPE, NSGEU and Unifor submit the government seeks to do indirectly what it is not permitted to do directly. It seeks to have regulations with future effect, which are different than unproclaimed statutory provisions enacted by the legislature, applied to the present interpretation and application of the statute. It is a disguised attempt to pre-determine the bargaining agent for the Nursing units.

[146] They submit, under the guise of further defining terms and phrases, the regulations discriminatorily seek to establish an additional substantive criterion for only one type of bargaining unit. The Order in Council states the Governor in Council is "further defining eligibility to represent a bargaining unit." Defining is an exercise of authority under section 78(m) of the *Health Authorities Act* – "(m) further defining any word of expression used but not defined in this Act." They submit the regulations are concerned with one sub-clause of a transitional provision not something that is necessary for the effective carrying out of the intent and purpose of the Act after April 1st.

[147] Further, by the words of the Order in Council, the regulations are not "(n) respecting any matter or thing the Governor in Council considers necessary or advisable to effectively carry out the intent and purpose of this Act." CUPE submits:

> The context is also significant here. This is not a case where an entire piece of legislation has not come into force; only particular provisions. The legislators presumably knew what they were doing when they chose to have s. 155 include s. 78 – they could have easily included s. 78 among those provisions in force immediately, as opposed to a later date.
>
> **********
>
> Cabinet has not merely defined a term or expression found in the Act; rather, it has significantly amended the Act without bothering to bring this amendment back to the Legislature for proper debate and approval.
>
> What is "further defining"? The term "definition" is defined in Funk and Wagnall's Standard College Dictionary as:

> Definition 1. The act of stating what a word, phrase, set of terms, etc., means or signifies 2. A statement of the meaning of a word, phrase, etc. 3 the determining of the outline or limits of anything. 4. The state of being clearly outlined or determined.

The so-called definition of "eligible to represent a bargaining unit" set out in OIC 2015-23 neither explains nor clarifies the plain meaning of those words in the statute.

Those words must be viewed in the context of subsection 89(1)(d):

> 89 (1) Subject to subsection (2), the jurisdiction of the mediator-arbitrator to determine matters under Section 88 is subject to the following limitations: …
>
> (d) to be eligible to represent a bargaining unit, a union must, immediately before the coming into force of this Section, represent the unionized employees in a bargaining unit of the same type for at least one district health authority.

The Cabinet's "definition" does not clarify or interpret the meaning of section 89(1)(d) it fundamentally changes it by creating a very specific and new restriction on the Arbitrator's jurisdiction that did not previously exist under the Act.

The jurisprudence abounds with cases dealing with the vires of Regulations. For example, in Harling 2009 NSSC2, cited in BM Halifax Holdings at pp. 16-17, para 25, Mr. Justice Goodfellow held at para (f):

(f) a definition that amounts to a colourable attempt to amend the legislation or is adopted in an effort to satisfy some other collateral purpose is ultra vires.

His decision was upheld on appeal 2009 NSCA. It applies here.

In IUOE Local 968 v. Labour Relations Board [1973] NSJ No. 201 at para 59 quoting Trans-Canada Pipe Lines (1968) 67 DLR (2d) 694 at pp. 704-5:

> It is inconceivable that when the Legislature had itself specifically exempted certain things from the provisions of the Act that the Executive Council by means of Regulations passed by Orders in Council under the guise of merely defining expressions in the Act, could validly reduce to whatever extent they desired, the proper scope and ambit of statutory exemption.

Section 78 allows Cabinet to clarify, interpret or make plain what was originally intended by the Legislature when the act was passed - not to change the Act.

Firstly, one examines which "word or expression" in the Act is allegedly being defined. The Regulation puts quotes around "eligible to represent a bargaining unit." In actual fact, what precedes the word "means" in section 2(2) is: "eligible to represent a bargaining unit, with respect to a union that represents registered nurses or licensed practical nurses within the meaning of clause 89 (1)(d) of the Act, means, in addition to the criteria…" That is what is being defined. The problem for the Government is that the words existing between "eligible to represent a bargaining unit" and "means" do not appear in the statute. If you take out these added words, the Government's new definition applies to all four bargaining units. Clearly, Government doesn't want that result either. CUPE takes the position that this isn't the sort of "expression" that the Legislature had in

> mind when it delegated authority to Cabinet to define words or expressions in the statute by regulation.
>
> Secondly, if the Cabinet is saying, "we want to "define" "eligible to represent a bargaining unit", but only in relation to nurses, the Cabinet runs into the problem of violating the administrative law principle against issuing regulation that are *ad hoc* – that is, not of general application but intended to target a specific person or group directed at one specific group of employees – as well as the administrative law principle against regulations that are discriminatory – in the sense that it treats one group of employees differently from another.
>
> This much is made obvious by the fact that the Arbitrator already decided on a different interpretation of section 89(1)(d) – one that the Government apparently is not happy with.
>
> One only need look carefully at the Cabinet's own choice of words to confirm that the purpose of the regulation is to make a significant amendment to the Act: "in addition to meeting the criteria set out in [section 89(1)(d)]." The criteria in s. 89(1)(d) are mandatory; the legislators used the word "must". The Cabinet is adding something. It is adding an entirely different set of rules for representation of the nurses bargaining unit than for the other bargaining units. How can this possibly be characterized as a clarification of the language?
>
> Thirdly, if the Government is unhappy with the Arbitrator's decision, the appropriate course of action is to amend the legislation – just so long as it isn't unlawful and doesn't amount to a violation of section 2(d) Charter rights.
>
> Fourthly, Section 78(1)(n) of the HAA does not give the Government a wide open door to do whatever it wants with respect to issuing regulations under the Act.
>
> Fifthly and finally, it is contrary to the principles of administrative justice for Cabinet to act in bad faith with respect to exercising its regulatory authority. The evidence here shows that it did.[47]

[148] The employers submit the high burden to establish regulations have been made beyond the authority of the Governor in Council[48] has not been overcome in light of the overall objective of the legislation to restructure delivery of acute care health services in Nova Scotia. These regulations are not irrelevant, extraneous nor completely unrelated to the statutory purpose. It is immaterial they deal with only one type of bargaining unit. The statute contemplates there can be different outcomes for each type of bargaining unit in other matters, such as collective agreement coverage.[49] The regulations simply anticipate the application of provisions of the *Trade Union Act* after April 1st.

[149] The NSNU submits these regulations clarify and support the application of the majoritarian principle under the statute in the unique situation where a union represents the majority of the combined employees of the same type of unit, but not the majority of

---

[47] CUPE Submission, February 6, 2015, ¶ 12; 22 - 36
[48] *Katz Group Canada Inc. v. Ontario (Health Long-Term Care)* [2013] S.C.J. No. 64, ¶ 24; 28
[49] s. 86(1)(c)

each. The Governor in Council simply acted in the absence of the House of Assembly which is not scheduled to reconvene until March. The regulations are rational, reasonable and directly connected to determining the bargaining agent for the Nursing units. There is nothing egregious about the regulations.[50]

[150] The NSNU submits the regulations are consistent with the way the current ten employers and the NSNU have engaged in collective bargaining for a single collective agreement with all employers for years and are intended to continue after April 1st.[51] They clarify a phrase in the statute to fulfill its purpose in a timely manner in response to a dilemma created by reading the legislation through the lens of democratic values and the *Canadian Charter of Rights and Freedoms*.

[151] It is a supportive response to the discourse in the January decision that the regulations acknowledge a need to determine the wishes of the majority of bargaining unit employees in the determination of their exclusive bargaining agent. And the regulations acknowledge, in the absence of a representation vote, that current union membership is the best available evidence of employee choice even if the choice might be different in a vote following campaigning in the new context after April 1st. I deduce this from the reference to and reliance on a majority "estimated as of November 25, 2014" which in the discourse was based on current union membership.

[152] The *Health Authorities Act* imposes unique limitations on employee choice. First, a union "may represent only one of the four bargaining units for a health authority."[52] If employees in a bargaining unit of a health authority chose a specific union, then employees in other bargaining units of that health authority must choose a different union. Second, the employees of one health authority employer in one type of bargaining unit cannot choose a union different than the union chosen by the employees in the same type of bargaining unit of the other health authority employer. Third, the choice for employees in a bargaining unit is limited by the union's eligibility to represent them. The union "must, immediately before the coming into force of this

---

[50] *Thorne's Hardware Ltd. v. Canada*, 1983 1 S.C.R. 106; *BM Halifax Holdings Ltd. v. Nova Scotia (Attorney General) 2014 NSSC 430*
[51] Affidavit Jean Candy, February 5, 2015
[52] s. 89(1)(c)(i)

Section, represent the unionized employees in a bargaining unit of the same type for at least one district health authority."[53]

[153] Within these limitations on employees' freedom of choice, which might or might not be reasonable limits demonstrably justified in a free and democratic society, the employees in the Nursing unit of the future provincial health authority currently have two choices – either the NSNU or NSGEU both of which meet the eligibility requirement. However, because the NSGEU is the choice of the employees in the Health Care units of both health authorities, it will have to have its members transferred to an affiliated local to establish an eligible union.

[154] The other possible choices for the employees are an amalgamated successor local that has as members the employees who are current members of NSNU and either or both CUPE and Unifor or employees who are members of NSGEU, CUPE and Unifor. The second choice would face the barrier that it could not claim majority employee choice at the IWK Health Centre.

[155] The regulations change the legislated eligibility criteria in this already restrictive legislative scheme enacted, in its wisdom, by the House of Assembly. The regulations add a criterion based on facts at a past date that restricts the choice of the employees in the provincial health authority Nursing unit to one union – the NSNU.

[156] This illustrates the true intent and effect of these regulations purporting to define terms is to legislate a new creation that preordains the determination of majority employee choice in the provincial health authority Nursing unit.

[157] The only effect of the regulations is to amend the legislative scheme by adding an eligibility criterion, not defining a word or expression, and in this manner restrict these nurse employees' already limited choices to one choice of bargaining agent to represent their interests. It is not the government's choice, but the employees' choice which union will best represent their interests in collective bargaining.

---

[53] s. 89(1)(d)

[158] From another perspective, by reducing the threshold for determining employee choice to below a majority in the provincial health authority Nursing unit, the regulations, in effect, give the choice to a minority of employees in that bargaining unit.

[159] A labour relations board on an initial certification application or successorship proceeding would not use the remedial related or common employer authority in this manner to enable a trade union to claim it is the choice of a majority of employees and gain exclusive bargaining agent status. In a contest between two or more unions, the board would not use such a device to select one union over another under the guise of acting on the choice of a majority of the combined employees of two employers. If it did, the labour relations board would be impermissibly acting to favour a party through averaging, or more harshly gerrymandering, the constituency by collapsing together or treating as one two separate bargaining units in which majority employee choice of each must be determined.

[160] Perhaps the House of Assembly will have a demonstrably justifiable basis to do what these regulations seek to do for representation of the employees in the provincial health authority Nursing unit, but not the other units. But this is not an authority delegated to the Governor in Council.

[161] The regulations have the corollary effect of limiting or directing a determination under section 88 of the *Health Authorities Act* in a singular and specific process dealing with only the current parties. These regulations are unlike 1973 general regulations under the *Trade Union Act* which, although affecting a pending application for certification, were of general application and within the authority delegated to the Governor in Council.[54]

[162] Statutory discretion is implicitly limited by the purpose the discretion is granted.[55] These regulations amend this specific, single purpose statutory scheme. They offend the "rules governing the exercise of government power."[56] They are not saved because they are made under a statutory enactment legislating the government's agenda. As

---

[54] *International Union of Operating Engineers, Local #968 v Labour Relations Board and Michelin Tires Manufacturing Co. of Canada Ltd.* [1973] N.S.J. No. 201

[55] *Roncarelli v Duplessis* [1959] S.C.R. 121

[56] Peter W. Hogg and Cara F. Zwibel, *The Rule of Law in the Supreme Court of Canada*, (2005), 55 University of Toronto L.J. 715

the Nova Scotia Court of Appeal has written, "… it is trite law that a regulation cannot stand if it is inconsistent with its parent statute."[57] This is a foundational principle of the rule of law regardless however it is defined.[58]

[163] The NSNU submits the determination that a union must establish double majority in the same type of bargaining unit of each health authority was an interim determination that can be revisited and modified.[59] It submits for the Nursing unit it is more appropriate to determine the majority employee choice using a combined constituency of employees in both bargaining units because this is consistent with the historical negotiating and representational reality, which counsel characterizes as a single cart being pulled by two horses harnessed together.

> The IWK Health Centre is an active participant on the HANS Board of Directors as the representative agency for bargaining purposes. The HANs by-laws currently require that 10 of the 15 Board of Directors are required to be selected from the nine DHAs and the IWK. Article III (a) (i) requires that one of ten members for is from the IWK. This appears to be a mandatory requirement.
>
> Currently, the IWK shares services with the Capital District Health Authority such as Clinical Engineering and other services. On a prospective basis, as affirmed in para 27-31 of the January 19 decision, section 40 of the *Act* requires that the PHA and the IWK collaborate all or in part of their health-services business plans. The Transition and Design team is expected to identify priorities and suggest approaches for sharing or merging services. This common direction is expected to expand over the next five years.
>
> Section 26 of the *HAA* requires that the Employers engage in multi-employer collective bargaining when negotiating collective agreements with bargaining agents in respect of bargaining units of the same type for each health authority. This direction not only confirms the long-standing practice, but prospectively ties the PHA and the IWK to joint bargaining in the future.
>
> NSNU has a long history of bargaining collectively at one table with the DHAs and IWK as essentially one employer for the purposes of collective bargaining with the NSNU. In the context of the current nurse bargaining units at the nine DHAs and the IWK Health Centre, the IWK sits at the same bargaining table with the DHAs to jointly determine the common terms and conditions of employment for nurses in the province. The result is one province–wide collective agreement that applies to all nurses employed at the IWK or a DHA. All employees are members of the same bargaining unit.

---

[57] *Way v Covert* [1997] N.S.J. No. 204 per Finn, J.A. ,¶ 84; see also *Ogilvie v. Nova Scotia (Minister of Community Services)* [2004] N.S.J. No. 205; *R. v. Spurr* [2003] N.S.J. No. 199; *Canadian Society of Immigration Consultants v Canada(Citizenship and Immigration)* [2011] F.C.J. No. 1737; *R v Wilson* [1986] N.S.J. No. 464; *R v LeBlanc* [1972] N.S.J. No. 123; *Buchik v Alberta College Speech-Language Pathologists and Audiologists* [2003] A.J. No. 1258

[58] See the discussion in Peter W. Hogg and Cara F. Zwibel, *The Rule of Law in the Supreme Court of Canada*, (2005), 55 University of Toronto L.J. 715

[59] *Bell Canada v. Canada (CRTC)* [1989] 1 S.C.R. 1722

> The resulting single province-wide collective agreement is based on a unified set of bargaining demands formulated from the wishes of the province-wide group of registered nurses and licenced practical nurses. The resulting collective agreement is subject to a single ratification process by all nurses at the DHAS and IWK as agreed to by the Employers (DHAs and IWK) and the NSNU.[60]

[164] The employers do not propose treating Nursing unit employees or any other employees of the separate provincial health authority and IWK Health Centre as a common group or constituency for any or all purposes under the *Trade Union Act*. They do not say the two employers will be under common management or direction, including direction of the work force, or that they will otherwise behave in a manner that satisfies the requirements of section 21 of the *Trade Union Act*.

> Where, in the opinion of the Board, associated or related activities or businesses are carried on by or through more than one corporation, firm, syndicate or association, or any combination thereof, under common management or direction, including direction of the work force, the Board may treat the corporations, individuals, firms, syndicates or associations or any combination thereof as constituting one employer for the purpose of this Act.[61]

[165] The future restructured architecture under the legislation is to have two separate organizations with distinct business and other plans and performance measurements under an accountability framework. This is so important to maintain that the regulations were announced as not affecting the independence of the IWK Health Centre.[62]

[166] Changing the approach to determining majority employee choice for the Nursing bargaining units by reference to the history of collective bargaining for nurses by the NSNU, but not the NSGEU, all of which was known to the House of Assembly or adopting some approach to treating business as related or a common employer other than the approach in the *Trade Union Act* would be doing by interpretive slight what was attempted by regulation. It would, in effect, involve an amendment of the statute. These are matters for the House of Assembly.

[167] Some might argue the *Health Authorities Act* is a labour relations model seeking to accommodate employee choice and independence in a manner different or with a lower degree of employee choice than the American Wagner Act approach adopted in

---

[60] NSNU Submission, February 6, 2014, p. 5
[61] See also Cen*tennial Villa Incorporated and Gem Management Holdings Limited*, August 17, 1990, LRB #3739
[62] Holly Fraughton # 2, Appendix A

the *Trade Union Act*. Therefore, bargaining unit based majority employee choice is not required. I disagree.

[168] I have approached the interpretation, application and administration of the *Health Authorities Act* on the presumption the House of Assembly did not intend to lower the degree of employee choice in a bargaining unit now or in the future.

[169] I have done so because I conclude the House of Assembly would not have established eight bargaining units, if it intended majority employee choice now or in the future to be determined by reference to the choice of the combined employees of two employers in four or fewer constituencies.

[170] I did not reach this conclusion and adopt this approach because of a singular focus on the Wagner Act model of collective bargaining legislation. I reached this conclusion and adopted this approach with a view to the long term health services delivery and labour relations goals of the *Health Authorities Act* and to achieve a harmonious transition outcome based on compatible principles under both the *Health Authorities Act* and the *Trade Union Act*.

[171] The outcome should deliver a labour relations structure that survives long after the next one or two rounds of collective bargaining. It should be a structure in which there is confidence it can support, accommodate and not be a barrier to successive province-wide changes in health services delivery to Nova Scotians for decades. It should be a structural outcome with sound footings.

[172] This is part of the reason I described the interaction of this transitional process and continuing coverage by the *Trade Union Act* as follows:

> The *Health Authorities Act* transitional provisions relating to restructuring labour relations because of the anticipated employer successorship are simply a parallel process to successorship provisions of the *Trade Union Act*. While this mediation-arbitration process is a dedicated expedited process fashioned for the unique circumstances of this restructuring, it is a brief interlude on a branch line parallel to the main line on which the unions and employer have travelled for decades under the *Trade Union Act* with the Labour Board, which is still engaged in other aspects of their relationships and can be reengaged in bargaining unit composition issues as early as April 1, 2015.[63]

[63] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 458

[173] Effective April 1st most provisions of the *Trade Union Act* will apply to these relationships. Section 103 of the *Health Authorities Act* explicitly states:

> (1) Where, on or after April 1, 2015, a health authority introduces a new classification of employees, a union may apply to the Labour Board to amend an order issued under subsection 87(1) or Section 93 to include the new classification of employees in the bargaining unit represented by that union.
> (2) Subsection 28(2) of the *Trade Union Act* applies *mutatis mutandis* to an application made under subsection (1).

[174] My order enforceable by the Supreme Court of Nova Scotia as an order of the Court[64] can be amended by the Labour Board. Bargaining agents have a statutory duty of fair representation[65] and must operate after April 1st for collective bargaining and all other purposes under a statutory regime predicated on an exclusive bargaining agent deriving its status, rights and responsibilities from selection by majority choice of employees in a bargaining unit.

[175] Unless the independence of the IWK Health Centre as a separate organization and employer is changed, in the future when the suspension on the right of employees changing bargaining agents under the *Trade Union Act* is repealed,[66] employees will ratify tentative collective agreements separately in their separate bargaining units.[67] Employees might make choices that result in different bargaining agents representing the same type of bargaining unit at the two health authorities.

[176] The approach I have taken and the intention of the legislation I have concluded are not based on a slavish adherence to the Wagner Act model of collective bargaining legislation. Rather they seek to read the "transitional" labour relations restructuring provisions of the *Health Authorities Act* within the context of the continuum of relationships, collective agreements and seniority in which they operate for a transitory time but a long term purpose.

[177] To maintain a sustainable continuum and establish ongoing relationships that have both accountability and the prospect for responsibly solving the challenging

---

[64] s. 95
[65] *Trade Union Act*, R. S.N.S. 1989, c. 475, s. 54A(3)
[66] s. 155(2)
[67] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring)* [2015] N.S.L.A.A. No. 1 (Dorsey), ¶ 502

change management issues ahead, I have presumed the House of Assembly was not intending to create a platform for future stable and harmonious labour relations based on some scheme or model other than the solid foundation underpinning the *Trade Union Act*.

[178] Why would the House of Assembly take the risk of taking a model temporarily out of service, radically reengineer it based on an entirely different set of operating criteria, put it back in service untested in more challenging circumstances but the same legislative environment with the same accountability framework and the same operators as before and expect it to perform better, let alone as well, than it did before? What would be the reward for everyone it is intended to serve? What would be the cost if it derailed?

9. CONSTITUTIONAL CHALLENGE TO REGULATIONS

[179] The NSGEU and CUPE submit the *Health Authorities Act General Regulations* made by Order-in-Council 2015-23 on January 29, 2015 are unconstitutional because they violate the freedom of association of nurse employees.

[180] The Attorney General objects that I have no jurisdiction to entertain the applications based on my November decision on the first constitutional challenge to sections of the legislation[68] and wonders why a similar jurisdictional objection to the NSGEU's second challenge was not addressed in my January decision.[69]

[181] In light of my decision the regulations are beyond the authority of the Governor in Council to make it is not necessary to summarize the parties' constitutional submissions or to decide the issues.

[182] For this reason, it is not necessary to address the Attorney General's jurisdictional objection. Similarly, having found the NSGEU's second constitutional challenges without merit and providing my reasoning for whatever utility they might have in any subsequent court challenge, it was not necessary for me to address the Attorney

[68] *Canadian Union of Public Employees, Local 835 v. South Shore District Health Authority (Acute Health Care Restructuring Jurisdiction – Canadian Charter of Rights and Freedoms*) [2014] N.S.L.A.A. No. 10 (Dorsey)
[69] Submissions of the Attorney General of Nova Scotia, February 17, 2015, pp. 1 - 2

General's jurisdictional objection in the January decision. Perhaps that was reversing the horse and cart, but I thought it was appropriate to in the situation.

10. ORDER AND CONTINUATION

[183] Again, I must record that I am indebted to counsel and the leadership and staff representatives of the unions and employers who worked tirelessly to meet my demands and the timelines of this process. Any errors or oversights I have made in reporting, summarizing and addressing the issues or submissions or compiling the attached schedules are entirely my responsibility and will be corrected through future written submissions.

[184] In preparation for the consolidation of the nine district health authorities into one provincial health authority aligned with IWK Health Centre for c/b , the following have been concluded by the order in the attached Schedule 8:

- ✓ The composition of all eight bargaining units;
- ✓ The bargaining agent to represent the two Health Care bargaining units;
- ✓ The collective agreements to remain in force and apply to all unionized employees in each of the eight bargaining units; and
- ✓ The integration of seniority of unionized employees in each of the eight bargaining units.

In addition, subject to receiving certain confirmations, the bargaining agent to represent the two Clerical bargaining units has been determined.

[185] The outstanding matters are the bargaining agents to represent the two Nursing and two Support bargaining units. I continue to retain jurisdiction as Mediator-Arbitrator and invite submissions on how the outstanding matters are to be resolved.

FEBRUARY 19, 2015, NORTH VANCOUVER, BRITISH COLUMBIA

James E. Dorsey

James E. Dorsey, Q.C
Mediator-Arbitrator

Schedule 1 - Integration of Seniority

MEMORANDUM OF AGREEMENT

Health Authorities Act

Integration of Seniority of Unionized Employees

WHEREAS the Provincial Government has decided to merge the nine District Health Authorities to create a Provincial Health Authority;

AND WHEREAS the Nova Scotia Government and General Employees Union, Nova Scotia Nurses' Union, Canadian Union of Public Employees and Unifor ("the Unions") represent the employees of the District Health Authorities;

AND WHEREAS the Provincial Government has indicated that it wishes to merge the bargaining units represented by the Unions and create provincial bargaining units;

AND WHEREAS section 86(1)(d) of the *Health Authorities Act* requires the representatives of the District Health Authorities and the Unions to, with the assistance of the mediator-arbitrator, determine the integration of seniority of unionized employees in each bargaining unit;

THEREFORE the Unions agree as follows:

1. No employee of the ten employers covered by the *Health Authorities Act* will lose seniority as a result of integration of seniority of unionized employees.
2. The employers will identify cases where a Regular (permanent) employee accrues casual seniority hours since January 1, 2008, and were not given credit for those hours when that employee became a regular (permanent) employee. For registered nurses and licensed practical nurses only, the employer will identify cases where the employee accrued casual seniority hours since February 26, 2004, and were not given credit for those hours when that employee became a regular (permanent) employee. Those accrued casual hours need to be divided by 1950, assigned a calendar value and added to the employee's March 31, 2015 regular seniority date.
3. On April 1, 2015, the provincial health authority will recognize an employee's seniority at March 31, 2015 with any of the nine district health authorities under any collective agreement in effect March 31, 2015.
4. On and after April 1, 2015:
    a) The provincial health authority will recognize continuous service with the provincial health authority as an accumulation of additional seniority as of March 31, 2015.
    b) Regardless of any contrary or conflicting provision in a collective agreement, "Regular seniority" will be defined as the "most recent date of hire into a regular position in the bargaining unit" and "Casual seniority" will be defined as the "accrual of hours ~~paid~~ *worked* since the most recent date of hire into a casual position in the bargaining unit".

c) Separate seniority dates and seniority lists for Regular and Casual employees will continue unless otherwise agreed between a bargaining agent and employer.

d) Seniority of full time and part-time Regular employees will be based on continuous service in the bargaining unit in which the employee is employed.

e) Seniority of Casual employees will be based on ~~actual~~ hours worked (to a maximum of 1950 hours in a calendar year) in the bargaining unit in which the employee is employed.

f) Regardless of any contrary or conflicting provision in a collective agreement, when an employee transfers from a casual to a regular position, the employee's Casual seniority hours will be divided by 1950 and assigned a calendar value which will determine the employee's regular seniority date, which will be prior to the date of hire into a regular position.

g) Regardless of any contrary or conflicting provision in a collective agreement, when an employee transfers from a regular position to a casual position, the employee's Regular (permanent) seniority at the date of transfer will be multiplied by 1950 to establish the employee's accrual of hours for the employee's date of hire into the casual position. For this conversion process only, Employees who worked less than fulltime hours during some or all of their time as a regular (permanent) employee will have their hours of seniority prorated accordingly.

5. In no case will any employee accrue more than 1950 hours seniority per year for the purposes of the above.

6. Seniority will be calculated in the same fashion for employees whose full time hours are 1820 or 2080 hours per year, except 1820 hours or 2080 hours will be substituted for 1950 in the calculations set out herein.

7. In the event two or more employees have the same seniority date, their placement on the seniority list will be determined by random draw.

8. In the event a casual employee's conversion to regular employment status results in the same seniority date as a regular employee, the casual employee will be placed below the regular employee on the seniority list.

9. The same calculation of seniority will apply to employees of the IWK, but their seniority lists will be separate from the Provincial Health Authority.

10. No later than February 2, 2015, each of the ten employers will provide Regular and Casual seniority lists with calculated seniority dates to be implemented April 1, 2015 to each union with which it has a collective agreement.

11. The unions will review the lists and identify any issues or concerns it has to each employer no later than March 13, 2015.

    On or before April 15, 2015, the provincial health authority and the IWK Health Centre will deliver Regular and Casual employee seniority lists for April 1, 2015 to each bargaining agent for each bargaining unit the bargaining agent

represents. Said list will include an accumulation of Casual Hours between January 1, 2015 and March 31, 2015 and/or seniority credited under #2 for each affected Employee.

12. Collective agreements will be amended to include definitions of regular and casual seniority, being:

    “Regular Seniority” shall be the seniority with which an employee was credited as an employee at April 1, 2015 plus continuous service in the bargaining unit on/and after April 1, 2015.

    “Casual Seniority” shall be the seniority with which an employee was credited as an employee as of April 1, 2015 plus hours worked on and after April 1, 2015.

13. Nothing herein precludes the parties from negotiating issues regarding seniority in collective bargaining or in an agreement prior to collective bargaining.

Schedule 2 - Interim Protocol Regarding Collective Agreements

1. Definitions for the purposes of this Protocol:
   a) "**Former Seniority Pool**" means the seniority pool established by an Original Collective Agreement.
   b) **"Former Bargaining Unit"** means a bargaining unit that existed as of March 31, 2015.
   c) "**Integrated Seniority**" means seniority under the Integration of Seniority of Unionized Employees Memorandum of Agreement [Schedule 1].
   d) "**New Bargaining Unit**" means a bargaining unit established as of April 1, 2015.
   e) "**Original Collective Agreement**" means the collective agreement that applied to an employee as of March 31, 2015.
   f) **"Seniority Provisions"** means provisions that give employees rights that depend upon their seniority including, but not limited to, provisions respecting the posting of vacancies and new positions, promotions, transfers, layoffs and recalls.
   g) "**Successor Employer**" means as of April 1, 2015 the Provincial Health Authority or IWK Health Centre as required by context.
   h) "**Transitional Collective Agreement**" means a composite collective agreement established by this protocol effective April 1, 2015.

Applicable Collective Agreement Terms and Conditions (exceptions below)

2. Subject to the provisions herein, all provisions of the Original Collective Agreement that covers an employee will continue to apply to the employee on and after April 1, 2015 regardless of the New Bargaining Unit in which the employee is placed.

3. Employees who apply for and obtain a classification position to which a different Original Collective Agreement applies will be subject to the Original Collective Agreement applicable to the employee's new classification position.

4. A newly hired employee will be covered by the Original Collective Agreement applicable to the classification position for which the employee is hired.

5. If the terms and conditions of more than one Original Collective Agreements apply to the employees in a New Bargaining Unit, all provisions of the Original Collective Agreements shall form part of a single composite Transitional Collective Agreement to which the Successor Employer and the bargaining agent for the New Bargaining Unit are the only parties.

6. A Successor Employer and the bargaining agent for a New Bargaining Unit may agree in writing to modify their Transitional Collective Agreement to apply or modify the application of all or any provision of an Original Collective Agreement in

respect of some or all employees in the New Bargaining Unit. Any such modification or amendment is subject to the bargaining agent's ratification process.

7. A Transitional Collective Agreement will continue to operate until a new replacement collective agreement is negotiated, ratified and effective between the bargaining agent for a New Bargaining Unit and a Successor Employer on or after April 1, 2015.

Seniority Provisions (exceptions below)

8. Under a Transitional Collective Agreement seniority provisions will be applied on the basis of Former Seniority Pools using seniority lists under the applicable Original Collective Agreement as modified by Integrated Seniority.

9. Until a new collective agreement replaces a Transitional Collective Agreement, employees who apply for a position to which a different Original Collective Agreement applies will not have their seniority counted for the purposes of such application. However, upon being awarded such a position, the employee's Integrated Seniority will apply and continue to accrue.

10. Notwithstanding paragraphs 8 and 9, employees in classification positions moved from a Former Bargaining Unit of one type to a New Bargaining Unit of a different type will have their seniority transferred from the Former Seniority Pool *to the seniority pool of the applicable Original Collective Agreement for the New Bargaining Unit*. These employees will be entitled to exercise their seniority rights in the new seniority pool. In the event these employees apply for and obtain a position ~~in a New Bargaining Unit~~ *to which a different Original Collective Agreement applies,* they will then be subject to all terms and conditions of the Original Collective Agreement applicable to the new position.

11. Notwithstanding anything herein, employees in the Former NSGEU Public Health and Addiction Services bargaining units shall, under the applicable Transitional Collective Agreements, continue to be treated as a segregated seniority pool as they were under their former seniority pool.

12. For further clarity, except as set out in this protocol, during the term of a Transitional Collective Agreement, seniority lists shall not be used to expand or limit the rights of employees to move between Original Collective Agreements, except to the extent that those rights exist under the applicable Original Collective Agreements.

IWK Health Centre

13. Wherever it is applicable, a separate process will apply equally to "Transitional Collective Agreements" at the IWK.

Dispute Resolution

14. Any dispute between the Successor Employer and a Bargaining Agent for a New Bargaining Unit regarding the interpretation or implementation of this protocol shall be resolved by Mediator-Arbitrator James E. Dorsey, Q.C. after obtaining written submissions from the parties unless, at his sole discretion, Mr. Dorsey wishes to hear evidence and/or oral argument, which may be done by telephone or video conference of in another form of hearing.

Schedule 3 - IWK Health Centre Four Bargaining Units at April 1, 2015

BARGAINING UNITS - APRIL 1, 2015		Employees	Current Unit
NURSING			
Cardiac First Assist Nurse		2	Nurses
Clinical Leader		2	Nurses
Clinical Leader Development		21	Nurses
Clinical Leader Operations		38	Nurses
Clinical Nurse Specialist		13	Nurses
Community Mental Health Nurse		2	Nurses
Coordinator Clinical Workload Measurement		1	Nurses
Coordinator Infection Control		1	Nurses
Coordinator Nursing Professional Practice		1	Nurses
Coordinator Reproductive Health Nurse		1	Nurses
Coordinator Students with Health Care Needs		1	Nurses
Coordinator Trauma Care		1	Nurses
Crisis Intervener RN		1	Nurses
Diabetes Educator		5	Nurses
Discharge Planning Nurse		2	Nurses
Enterostomal Therapist		1	Nurses
Flight Nurse		13	Nurses
Grad Nurse		1	Nurses
Infection Control Practitioner RN		3	Nurses
Lactation Consultant RN		6	Nurses
Licensed Practical Nurse		87	Health Care
Nurse Continence Advisor		1	Nurses
Nurse Coordinator Breast Health		2	Nurses
Nurse Practitioner		11	Nurses
Occupational Health Nurse		4	Nurses
Perinatal Nurse Consultant		5	Nurses
Registered Nurse		841	Nurses
Reproductive Health Nurse		1	Nurses
Research Nurse		1	Nurses
RN Coordinator Bilingual Services		1	Nurses
	Total	1,070	
HEALTH CARE			
Access Navigator		2	Health Care
Adolescent Case Worker		8	Health Care
Anaesthesia Assistant		9	Health Care
Anaesthesia Technician		2	Health Care
Care Team Assistant		14	Health Care
Charge Technician Ultrasound		1	Health Care
Child Care Worker		16	Health Care
Child Life Specialist Certified		15	Health Care
Child Life Worker		8	Health Care

Child Mental Health Worker	2	Health Care
Clinical Interventionist Occupational Therapy	3	Health Care
Clinical Interventionist Speech Language Pathology	3	Health Care
Community Outreach Worker	1	Health Care
Coordinator and Feeding Specialist	1	Health Care
Coordinator Clinical Practice Respiratory	3	Health Care
Coordinator Community Nutrition	1	Health Care
Coordinator Laboratory Standards	1	Health Care
Coordinator LIS	2	Health Care
Crisis Intervener	7	Health Care
Crisis Worker	16	Health Care
Cytogenetic Laboratory Tech 1	10	Health Care
Cytogenetic Laboratory Tech 2	1	Health Care
Dental Assistant	10	Health Care
Development Associate	2	Health Care
Dietetic Technician	4	Health Care
Dietician/Nutritionist	27	Health Care
Educational Support Worker	7	Health Care
EIBI Program Implementer	29	Health Care
EKG Technician	2	Health Care
Electroneurophysiology Tech in Training	2	Health Care
Flight Respiratory Therapist	9	Health Care
Intake Worker	1	Health Care
Medical Laboratory Assistant	26	Health Care
Medical Laboratory Technologist	59	Health Care
Medical Laboratory Technologist 2	13	Health Care
Molecular Diagnostic Laboratory Technologist	3	Health Care
Molecular Diagnostic Laboratory Technologist 2	2	Health Care
MRI Technologist	2	Health Care
Music Therapist	1	Health Care
Nuclear Medicine Technologist	5	Health Care
Occupational Therapist	40	Health Care
Ophthalmic Technician	2	Health Care
Orthoptist/Ophthalmic Med Tech/Instructor	7	Health Care
Orthoptist/Ophthalmic Medical Tech	8	Health Care
Patient Navigator Cancer Care	1	Health Care
Pharmacist	30	Health Care
Pharmacy Technician	30	Health Care
Physiotherapist	32	Health Care
Psychologist Masters	7	Health Care
Psychologist PhD	44	Health Care
Psychometrist	2	Health Care
Radiology Technician	35	Health Care
Radiology Technician 3	6	Health Care
Recreation Therapist	12	Health Care

Recreation Therapy Associate		5	Health Care
Rehabilitation Assistant		3	Health Care
Remedial Seating Technician		1	Health Care
Residential Counsellor		1	Health Care
Respiratory Technician		3	Health Care
Respiratory Therapist		27	Health Care
Respiratory Therapy Aide		2	Health Care
School Based Clinician		2	Health Care
Social Worker		1	Health Care
Social Worker Masters		80	Health Care
Teacher		14	Health Care
Technical Assistant		5	Health Care
Ultrasonographer		14	Health Care
Youth Care Worker		70	Health Care
	Total	814	
CLERICAL			
Accounting Clerk		8	Clerical
Admin Assistant		47	Clerical
Admin Assistant 1		5	Clerical
Admin Assistant 2		60	Clerical
Admin Assistant 3		11	Clerical
Admin Assistant 4		11	Clerical
Admitting Clerk		52	Clerical
AV Library Technician		1	Health Care
Buyer		3	Clerical
Coordinator Clerical Diagnostic Imaging		1	Clerical
Coordinator Clinical Data		1	Health Care
Coordinator Funding		2	Health Care
Coordinator Funding Remedial Seating		2	Health Care
Coordinator Materials & Equipment		2	Clerical
Coordinator Post Graduate Education		1	Clerical
Coordinator Speech		1	Clerical
Coordinator Staffing		19	Clerical
Coordinator Undergraduate Education		1	Clerical
Data Integrity Auditor		1	Health Care
Data Processing Clerk		8	Clerical
Database Clerk 4		3	Clerical
Dental Clerk		1	Clerical
Diet Clerk		4	Support
Distribution Clerk		9	Clerical
General Office Clerk 2		74	Clerical
General Office Clerk 3		7	Clerical
Graphic Designer		1	Health Care
Health Records Administrator		1	Health Care
Health Records Technician		12	Health Care

Improvement Consultant		4	Nurses
Library Assistant		2	Health Care
Mailroom Clerk		7	Clerical
Metabolic Nutrition Clerk		1	Clerical
OR Booking Clerk		6	Clerical
Order Clerk		1	Support
Registration/Scheduling Clerk		69	Clerical
Release of Information Clerk		5	Clerical
Scheduling Clerk		1	Clerical
Senior Accounts Payable Clerk		1	Clerical
Shipping/Receiving Clerk		4	Support
Staffing Clerk		1	Clerical
Stenographer		1	Clerical
Telecommunications Operator		19	Clerical
Transcriptionist		15	Clerical
Ward Clerk		125	Clerical
	Total	611	
SUPPORT			
Animal Quarters Technician		2	Health Care
Biomedical Engineering Tech		11	Health Care
Cashier		4	Support
Cook		2	Support
Cook 2		1	Support
Cook's Helper		6	Support
Coordinator Animal Care Facility		1	Health Care
Coordinator Parking		1	Support
Coordinator Telecommunications		1	Clerical
Counter Staff Tim Hortons		26	Support
CSPD/OR Liaison		1	Support
CSR Aide		24	Support
Electrician		2	Support
General Worker		32	Support
Journeyman Cook		1	Support
Journeyman Helper		5	Support
Journeyman Plumber		2	Support
Locksmith		1	Support
Maintenance Helper		1	Support
Medical Photographer		1	Health Care
Painter		1	Support
Painter Lead Hand		1	Support
Print Room Operator		3	Support
Protection Services Officer Lead Hand		4	Support
Refrigeration Maintenance		1	Support
Security Guard Lead Hand		28	Support
Stationary Engineer		10	Support

Systems Administrator		2	Health Care
Unit Aide		118	Support
Unit Aide Lead Hand		4	Support
Unit/CSPD Aide		11	Support
Utility Worker		31	Support
Utility Worker Food Production		1	Support
	Total	340	
	Total Employees	2,835	

Schedule 4 - Provincial Health Authority Nursing Unit at April 1, 2015

NURSING - ARIL 1, 2015		Current		
Classifications	**Employees**	**DHA**	**Unit**	**Union**
Access Navigator LPN	1	1	HC	CUPE
Clinical Educator	1	1	Nurses	NSNU
Clinical Nurse Therapist	1	1	Nurses	NSNU
Colorectal Screening Nurse	1	1	Nurses	NSNU
Community Mental Health Nurse I	5	1	Nurses	NSNU
Coordinator Cardiovascular Health RN	1	1	Nurses	NSNU
Coordinator Patient Safety	1	1	Nurses	NSNU
Critical Care Resource Nurse	1	1	Nurses	NSNU
Diabetes Educator	3	1	Nurses	NSNU
Discharge Planner	2	1	Nurses	NSNU
Family Practice Nurse	2	1	Nurses	NSNU
Geriatric Nurse Assessor	2	1	Nurses	NSNU
Grad Nurse	1	1	Nurses	NSNU
Liaison for Students with Health Care Needs	1	1	PHAS	NSGEU
Licensed Practical Nurse	150	1	Health Care	CUPE
Licensed Practical Nurse	5	1	PHAS	NSGEU
Nurse Practitioner	11	1	Nurses	NSNU
Nurse Rehabilitation Counsellor	8	1	PHAS	CUPE
Palliative Care Consultation Nurse	8	1	Nurses	NSNU
Patient Navigator Cancer Care	1	1	Nurses	NSNU
Public Health Nurse	10	1	PHAS	NSGEU
Registered Nurse	233	1	Nurses	NSNU
Registered Nurse 4	1	1	Nurses	NSNU
Registered Nurse Team Leader	5	1	Nurses	NSNU
RN Case Manager	2	1	Nurses	NSNU
Shift Supervisor	10	1	Nurses	NSNU
Team Leader	2	1	Nurses	NSNU
TIA Rapid Access Clinic RN	1	1	Nurses	NSNU
Clinical Resource Nurse	6	2	Nurses	NSNU
Community Mental Health Nurse	4	2	Nurses	NSNU
Continuing Care Referral Assistant LPN	6	2	PHAS	NSGEU
Coordinator Cardiovascular Health RN	1	2	Nurses	NSNU
Coordinator Chronic Pain	2	2	Nurses	NSNU
Coordinator Clinical Resource	1	2	Nurses	NSNU
District Access Coordinator RN	1	2	Nurses	NSNU
Enterostomal Therapist	1	2	Nurses	NSNU
Licensed Practical Nurse	163	2	Health Care	CUPE
Licensed Practical Nurse	13	2	PHAS	NSGEU
Nurse Coordinator Chronic Kidney Disease	1	2	Nurses	NSNU
Nurse Practitioner	13	2	Nurses	NSNU
Nurse Rehabilitation Counsellor	7	2	Nurses	NSNU

Patient Navigator Cancer Care	1	2	Nurses	NSNU
Public Health Nurse	8	2	PHAS	NSGEU
Registered Nurse	245	2	Nurses	NSNU
Registered Nurse 3	1	2	Nurses	NSNU
Registered Nurse Team Leader	10	2	Nurses	NSNU
RN Diabetes Education Centre	1	2	Nurses	NSNU
Clinical Resource Nurse	5	3	Nurses	NSNU
Community Mental Health Nurse	7	3	Nurses	NSNU
Coordinator Chronic Pain Service	1	3	Nurses	NSNU
Coordinator Patient Flow	1	3	Nurses	NSNU
Coordinator Surgical Information Systems	1	3	Nurses	NSNU
Diabetes Educator	4	3	Nurses	NSNU
Discharge Planner	1	3	Nurses	NSNU
District Access Manager	2	3	Nurses	NSNU
District Coordinator Cardiovascular Health RN	3	3	Nurses	NSNU
Enterostomal Therapist	1	3	Nurses	NSNU
Family Practice Nurse	1	3	Nurses	NSNU
Grad Nurse	18	3	Nurses	NSNU
Licensed Practical Nurse	162	3	Health Care	CUPE
Licensed Practical Nurse	5	3	PHAS	NSGEU
Navigator Patient Care	1	3	Nurses	NSNU
Nurse Practitioner	7	3	Nurses	NSNU
Organ & Tissue Resource Nurse	1	3	Nurses	NSNU
Palliative Care Consultation Nurse	3	3	Nurses	NSNU
Practice Nurse	1	3	Nurses	NSNU
Prenatal Clinic Nurse	1	3	Nurses	NSNU
Public Health Nurse	14	3	PHAS	NSGEU
Registered Nurse	362	3	Nurses	NSNU
Registered Nurse 3	1	3	Nurses	NSNU
Student Health Nurse	1	3	Nurses	NSNU
Unit Coordinator Head Nurse	1	3	Nurses	NSNU
Weekend Nurse	2	3	Nurses	NSNU
Cardiovascular/Stroke Nurse	1	4	Nurses	NSNU
Chronic Disease Nurse	1	4	Nurses	NSNU
Clinical Leader	1	4	Nurses	NSNU
Clinical Nurse Educator	2	4	Nurses	NSNU
Communicable Disease & Prevention Team Lead	1	4	PHAS	NSGEU
Enterostomal Therapist	1	4	Nurses	NSNU
Family Practice Nurse	1	4	Nurses	NSNU
Grad Nurse	2	4	Nurses	NSNU
Licensed Practical Nurse	91	4	Nurses	NSNU
Licensed Practical Nurse	2	4	PHAS	NSGEU
NSNU President	1	4	Nurses	NSNU
Nurse Practitioner	2	4	Nurses	NSNU
Nurse Rehabilitation Counsellor	3	4	PHAS	NSGEU

Public Health Nurse	15	4	PHAS	NSGEU
Registered Nurse	217	4	Nurses	NSNU
Registered Nurse 3	1	4	Nurses	NSNU
Registered Nurse 4	17	4	Nurses	NSNU
Clinical Educator	1	5	Nurses	NSNU
Detox/Inpatient Team Leader	1	5	PHAS	NSGEU
Licensed Practical Nurse	91	5	Nurses	NSNU
Nurse Practitioner	10	5	Nurses	NSNU
Nurse Rehabilitation Counsellor	11	5	PHAS	NSGEU
Occupational Health Nurse	1	5	Nurses	NSNU
Patient Care Leader	3	5	Nurses	NSNU
Public Health Nurse	6	5	PHAS	NSGEU
Public Health Nurse - Health Promotion	1	5	PHAS	NSGEU
Registered Nurse	183	5	Nurses	NSNU
Registered Nurse 3	1	5	Nurses	NSNU
Registered Nurse 4	6	5	Nurses	NSNU
Weekend Nurse	1	5	Nurses	NSNU
Chronic Disease Nurse	1	6	Nurses	NSNU
Clinical Educator	2	6	Nurses	NSNU
Coordinator Youth Health Centre RN	1	6	PHAS	NSGEU
Detox/Inpatient Team Leader	2	6	PHAS	NSGEU
Diabetes Satellite Clinic Nurse	2	6	Nurses	NSNU
Enterostomal Therapy Nurse	1	6	Nurses	NSNU
Grad Nurse	1	6	Nurses	NSNU
Infection Control Nurse	1	6	Nurses	NSNU
Licensed Practical Nurse	108	6	Nurses	NSNU
Licensed Practical Nurse	1	6	PHAS	NSGEU
Licensed Practical Nurse 1	1	6	Nurses	NSNU
Nurse Practitioner	4	6	Nurses	NSNU
Nurse Rehabilitation Counsellor	13	6	PHAS	NSGEU
Patient Navigator Oncology	1	6	Nurses	NSNU
Public Health Nurse	8	6	PHAS	NSGEU
Registered Nurse	228	6	Nurses	NSNU
RN4 - Adult Community Support	2	6	Nurses	NSNU
RN4 - New Hope Club	3	6	Nurses	NSNU
RN4 Medical/Surgical Inpatients	1	6	Nurses	NSNU
Chronic Disease Nurse	1	7	Nurses	NSNU
Clinical Leader	1	7	Nurses	NSNU
Communicable Disease Prevention & Control Team Lead	1	7	PHAS	NSGEU
Continuing Care Referral Assistant LPN	26	7	PHAS	NSGEU
Coordinator Communicable Disease & Immunization	1	7	PHAS	NSGEU
Coordinator Crisis Team	2	7	Nurses	NSNU
Coordinator Inpatient Mental Health	1	7	Nurses	NSNU
Family Practice Nurse	3	7	Nurses	NSNU
Grad Nurse	2	7	Nurses	NSNU

Infection Control Nurse	1	7	Nurses	NSNU
Licensed Practical Nurse	96	7	Nurses	NSNU
Licensed Practical Nurse	1	7	PHAS	NSGEU
Nurse Practitioner	6	7	Nurses	NSNU
Nurse Rehabilitation Counsellor	11	7	PHAS	NSGEU
Public Health Nurse	16	7	PHAS	NSGEU
Registered Nurse	251	7	Nurses	NSNU
Registered Nurse 3	16	7	Nurses	NSNU
Registered Nurse 4	15	7	Nurses	NSNU
School Health Partnership Nurse	1	7	PHAS	NSGEU
Staff Nurse Continuing Care	26	7	PHAS	NSGEU
Youth Health Centre Nurse	1	7	PHAS	NSGEU
Clinical Nurse Educator	5	8	Nurses	NSNU
Clinical Nurse Leader	7	8	Nurses	NSNU
Clinical Nurse Specialist	2	8	Nurses	NSNU
Clinical Nurse Trainer	1	8	Nurses	NSNU
Community Health Nurse	1	8	Nurses	NSNU
Coordinator Research	2	8	Nurses	NSNU
Diabetes Educator	5	8	Nurses	NSNU
District Coordinator Cardiovascular Health RN	1	8	Nurses	NSNU
District Nursing Global Trigger Tool	1	8	Nurses	NSNU
Enterostomal Therapy Nurse	3	8	Nurses	NSNU
Family Practice Nurse	1	8	Nurses	NSNU
Grad Nurse	1	8	Nurses	NSNU
Head Nurse	5	8	Nurses	NSNU
Head Nurse infection Control	1	8	Nurses	NSNU
Infection Control Nurse	9	8	Nurses	NSNU
Intake Nurse	1	8	Nurses	NSNU
Licensed Practical Nurse	471	8	Health Care	Unifor
Licensed Practical Nurse	35	8	PHAS	NSGEU
Nurse Practitioner	8	8	Nurses	NSNU
Nurse Practitioner Masters	2	8	Nurses	NSNU
Nurse Rehabilitation Counsellor	25	8	PHAS	NSGEU
Occupational Health Nurse	2	8	Nurses	NSNU
Optimal Care Coordinator	1	8	Nurses	NSNU
OR Technician	2	8	Health Care	Unifor
Palliative Care Consultation Nurse	1	8	Nurses	NSNU
Patient Educator/Navigator	1	8	Nurses	NSNU
Public Health Nurse	30	8	PHAS	NSGEU
Registered Nurse	968	8	Nurses	NSNU
Registered Nurse 3	22	8	Nurses	NSNU
Registered Nurse 4	27	8	Nurses	NSNU
Rural Resource Nurse	1	8	Nurses	NSNU
Screening Nurse	1	8	Nurses	NSNU
Sepsis Leader	1	8	Nurses	NSNU

Staff Nurse Continuing Care	22	8	PHAS	NSGEU
Case Coordinator Day Treatment	1	9	Nurses	NSGEU
Clinical Leader	1	9	Nurses	NSNU
Clinical Nurse Educator	38	9	Nurses	NSGEU
Clinical Nurse Educator	5	9	Nurses	NSNU
Community Mental Health Nurse	21	9	Nurses	NSGEU
Community Mental Health Nurse	1	9	Nurses	NSNU
Continuing Care Referral Assistant LPN	9	9	Health Care	NSGEU
Coordinator Case Management	10	9	Nurses	NSGEU
Coordinator Clinical Informatics	2	9	Nurses	NSGEU
Coordinator Critical Care Donation	4	9	Nurses	NSGEU
Coordinator Transplant	8	9	Nurses	NSGEU
Diabetes Nurse Educator	5	9	Nurses	NSGEU
Enterostomal Therapist	3	9	Nurses	NSGEU
Grad Nurse	3	9	Nurses	NSGEU
Head Nurse	18	9	Nurses	NSNU
Infection Control Nurse	3	9	Nurses	NSNU
Infection Control Officer	9	9	Nurses	NSGEU
Licensed Practical Nurse	523	9	Health Care	NSGEU
Licensed Practical Nurse	186	9	Nurses	NSNU
Nurse Educator	17	9	Nurses	NSGEU
Nurse Practitioner	38	9	Nurses	NSGEU
Nurse Practitioner	4	9	Nurses	NSNU
Nurse Rehabilitation Counsellor	19	9	Nurses	NSGEU
Nursing Informatics Trainer	1	9	Nurses	NSGEU
Nursing Instructor 1-2	1	9	Nurses	NSGEU
Nursing Instructor 4	7	9	Nurses	NSGEU
Occupational Health Nurse	2	9	Nurses	NSGEU
OR Technician	19	9	Health Care	NSGEU
Permanent Relief Nurse	2	9	Nurses	NSGEU
Program Coordinator Home Pn/En	1	9	Nurses	NSGEU
Program Unit Nurse 1	5	9	Nurses	NSGEU
Program Unit Nurse 2	5	9	Nurses	NSGEU
Project Nurse	2	9	Nurses	NSGEU
Public Health Nurse	68	9	Nurses	NSGEU
Registered Nurse	2,271	9	Nurses	NSGEU
Registered Nurse	461	9	Nurses	NSNU
Registered Nurse 3	2	9	Nurses	NSNU
Registered Nurse 4	1	9	Nurses	NSNU
Weekend Nurse	3	9	Nurses	NSGEU
Weekend Nurse	1	9	Nurses	NSNU
Total Employees	8,543			

Schedule 5 - Provincial Health Authority Health Care Unit at April 1, 2015

HEALTH CARE - ARIL 1, 2015		Current		
Classifications	**Employees**	**DHA**	**Unit**	**Union**
Acute Care Aide	20	1	Health Care	CUPE
Adult Community Support Worker	3	1	Health Care	CUPE
Cardiology Technologist 2	5	1	Health Care	CUPE
Cardiology Technologist Unregistered	3	1	Health Care	CUPE
Care Coordinator Continuing Care	25	1	PHAS	NSGEU
Care Team Assistant	22	1	Health Care	CUPE
Challenging Behavior Resource Consultant	1	1	Health Care	CUPE
Child Community Support Worker	9	1	Health Care	CUPE
Clinical Therapist B/Problem Gambling Specialist	11	1	PHAS	CUPE
Community Health Worker	9	1	PHAS	CUPE
Community Home Visitor	3	1	PHAS	NSGEU
Community Outreach Worker	2	1	PHAS	NSGEU
Coordinator Breast Screening	2	1	Health Care	CUPE
Coordinator PACS	2	1	Health Care	CUPE
Counsellor	10	1	PHAS	CUPE
Dental Hygienist	2	1	PHAS	NSGEU
Diagnostic Imaging Tech Assistant	1	1	Health Care	CUPE
Dietetic Technician	3	1	Health Care	CUPE
Dietician	8	1	Health Care	CUPE
EKG Technician 2	1	1	Health Care	CUPE
Infection Control Practitioner	2	1	Health Care	CUPE
Medical Laboratory Assistant	20	1	Health Care	CUPE
Medical Laboratory Technologist	27	1	Health Care	CUPE
Music Therapist	1	1	Health Care	CUPE
Nuclear Medicine Tech	4	1	Health Care	CUPE
Nutritionist	2	1	PHAS	NSGEU
Occupational Therapist	12	1	Health Care	CUPE
Paramedic Advanced Care	5	1	Health Care	CUPE
Pathology Assistant	1	1	Health Care	CUPE
Pharmacist	9	1	Health Care	CUPE
Pharmacy Technician	14	1	Health Care	CUPE
Physiotherapist	15	1	Health Care	CUPE
Physiotherapy Assistant	5	1	Health Care	CUPE
Psychologist 4	4	1	Health Care	CUPE
Psychologist Masters	2	1	Health Care	CUPE
Psychology Clinical Leader	1	1	Health Care	CUPE
Radiology Technician	24	1	Health Care	CUPE
Recreation Aide	1	1	Health Care	CUPE
Recreation Programmer 1	1	1	Health Care	CUPE
Recreation Therapist	1	1	Health Care	CUPE
Recreation Therapist	1	1	PHAS	CUPE

Rehabilitation Aide	1	1	Health Care	CUPE
Rehabilitation Assistant	1	1	Health Care	CUPE
Respiratory Therapist	14	1	Health Care	CUPE
Senior Medical Laboratory Technologist	7	1	Health Care	CUPE
Social Worker 3	15	1	Health Care	CUPE
Ultrasonographer	8	1	Health Care	CUPE
Adult Community Support Worker	4	2	Health Care	CUPE
Cardiology Technologist 2	9	2	Health Care	CUPE
Cardiology Technologist Unregistered	5	2	Health Care	CUPE
Care Coordinator Continuing Care	25	2	PHAS	NSGEU
Challenging Behavior Resource Consultant	1	2	Health Care	CUPE
Child Community Support Worker	11	2	Health Care	CUPE
Clinical Interventionist	1	2	Health Care	CUPE
Clinical Therapist	6	2	PHAS	NSGEU
Community Health Worker	3	2	PHAS	NSGEU
Community Home Visitor	4	2	PHAS	NSGEU
Community Outreach Worker	3	2	PHAS	NSGEU
Continuing Care Assistant	44	2	Health Care	CUPE
Coordinator Chronic Disease Management	1	2	Health Care	CUPE
Coordinator Falls Prevention	1	2	Health Care	CUPE
Coordinator Recreation	1	2	Health Care	CUPE
Dental Hygienist	2	2	PHAS	NSGEU
Diagnostic Imaging Tech Assistant	2	2	Health Care	CUPE
Dietetic Technician	1	2	Support	CUPE
Dietician	12	2	Health Care	CUPE
Infection Control Practitioner	2	2	Health Care	CUPE
Medical Laboratory Assistant	19	2	Health Care	CUPE
Medical Laboratory Technologist	37	2	Health Care	CUPE
Nuclear Medicine Tech	4	2	Health Care	CUPE
Nutritionist	4	2	PHAS	NSGEU
Occupational Therapist	10	2	Health Care	CUPE
PACS Application Specialist	1	2	Health Care	CUPE
Personal Care Worker	8	2	Health Care	CUPE
Pharmacist	8	2	Health Care	CUPE
Pharmacy Technician	15	2	Health Care	CUPE
Physiotherapist	11	2	Health Care	CUPE
Psychologist 4	1	2	Health Care	CUPE
Psychologist Masters	6	2	Health Care	CUPE
Psychologist PhD	1	2	Health Care	CUPE
Radiology Technician	21	2	Health Care	CUPE
Recreation Aide	1	2	Health Care	CUPE
Recreation Facilitator	2	2	Health Care	CUPE
Recreation Therapist	4	2	Health Care	CUPE
Rehabilitation Assistant	11	2	Health Care	CUPE
Residential Care Worker	21	2	Health Care	CUPE

Respiratory Therapist	8	2	Health Care	CUPE
Senior Medical Laboratory Technologist	7	2	Health Care	CUPE
Senior Radiology Technologist	4	2	Health Care	CUPE
Social Worker 2	4	2	Health Care	CUPE
Social Worker 3	16	2	Health Care	CUPE
Team Aide - Respiratory Services	3	2	Health Care	CUPE
Ultrasonographer	8	2	Health Care	CUPE
Adult Community Support Worker	4	3	Health Care	CUPE
Cardiology Stress Technologist	1	3	Health Care	CUPE
Cardiology Technologist 2	6	3	Health Care	CUPE
Cardiology Technologist Unregistered	2	3	Health Care	CUPE
Care Coordinator Continuing Care	22	3	PHAS	NSGEU
Challenging Behavior Resource Consultant	1	3	Health Care	CUPE
Child Community Support Worker	10	3	Health Care	CUPE
Clinical Therapist	9	3	PHAS	NSGEU
Community Health Worker	6	3	PHAS	NSGEU
Community Home Visitor	7	3	PHAS	NSGEU
Community Outreach Worker	7	3	PHAS	NSGEU
Continuing Care Assistant	55	3	Health Care	CUPE
Coordinator PACS	1	3	Health Care	CUPE
Coordinator Placement	2	3	PHAS	NSGEU
Coordinator Recreation	1	3	Health Care	CUPE
Counsellor	10	3	PHAS	NSGEU
Dental Hygienist	2	3	PHAS	NSGEU
Diagnostic Imaging Tech Assistant	4	3	Health Care	CUPE
Dietetic Technician	4	3	Health Care	CUPE
Dietician	13	3	Health Care	CUPE
Infection Control Practitioner	2	3	Health Care	CUPE
Lactation Consultant	1	3	Nurses	NSNU
Medical Laboratory Assistant	19	3	Health Care	CUPE
Medical Laboratory Technologist	42	3	Health Care	CUPE
MRI Technologist	3	3	Health Care	CUPE
Nuclear Medicine Tech	3	3	Health Care	CUPE
Nurses Aide	2	3	Health Care	CUPE
Nutritionist	2	3	PHAS	NSGEU
Occupational Therapist	18	3	Health Care	CUPE
Orthopaedic Technician	1	3	Health Care	CUPE
Pharmacist	9	3	Health Care	CUPE
Pharmacy Technician	16	3	Health Care	CUPE
Physiotherapist	21	3	Health Care	CUPE
Psychologist 4	7	3	Health Care	CUPE
Psychologist Masters	5	3	Health Care	CUPE
Psychosocial Rehabilitation Worker Community	3	3	Health Care	CUPE
Psychosocial Rehabilitation Worker Day/Res	11	3	Health Care	CUPE
Radiology Technician	30	3	Health Care	CUPE

Recreation Programmer 1	3	3	Health Care	CUPE
Rehabilitation Assistant	14	3	Health Care	CUPE
Residential Rehabilitation Worker	1	3	Health Care	CUPE
Respiratory Therapist	11	3	Health Care	CUPE
Senior Diagnostic Imaging Technologist	3	3	Health Care	CUPE
Senior Medical Laboratory Technologist	10	3	Health Care	CUPE
Social Worker 3	21	3	Health Care	CUPE
Team Aide	1	3	Health Care	CUPE
Team Coordinator	1	3	PHAS	NSGEU
Ultrasonographer	9	3	Health Care	CUPE
Ward Aide	7	3	Health Care	CUPE
Autism Skills Worker	6	4	Health Care	CUPE
Care Coordinator	25	4	PHAS	NSGEU
Care Team Assistant	28	4	Health Care	CUPE
Challenging Behavior Resource Consultant	1	4	Nurses	NSNU
Clinical Therapist	6	4	PHAS	NSGEU
Community Health Worker	1	4	PHAS	NSGEU
Community Home Visitor	4	4	PHAS	NSGEU
Community Outreach Worker	4	4	PHAS	NSGEU
Continuing Care Referral Assistant	4	4	PHAS	NSGEU
Coordinator Breast Screening	1	4	Health Care	CUPE
Coordinator DIIS	1	4	Health Care	CUPE
Coordinator Placement	1	4	PHAS	NSGEU
Coordinator Youth Wellness	1	4	PHAS	NSGEU
Counselling Therapist Masters	3	4	Health Care	CUPE
Dental Hygienist	2	4	PHAS	NSGEU
Diagnostic Imaging Tech Assistant	1	4	Health Care	CUPE
Dietician	10	4	Health Care	CUPE
Echocardiology Tech	2	4	Health Care	CUPE
EKG Technician	4	4	Health Care	CUPE
EKG Technician 2	3	4	Health Care	CUPE
Exercise Therapist	1	4	Health Care	CUPE
Grad Tech	1	4	Health Care	CUPE
Infection Control Technician	1	4	Health Care	CUPE
Medical Laboratory Assistant	22	4	Health Care	CUPE
Medical Laboratory Technologist	29	4	Health Care	CUPE
Medical Laboratory Technologist Specific Duty	1	4	Health Care	CUPE
Mental Health Triage Clinician	1	4	Nurses	NSNU
MRI Technologist	3	4	Health Care	CUPE
Nuclear Medicine Tech	2	4	Health Care	CUPE
Nutritionist	3	4	PHAS	NSGEU
Occupational Therapist	16	4	Health Care	CUPE
Orthoptist	1	4	Health Care	CUPE
Paramedic Triage	7	4	Health Care	CUPE
Pharmacist	8	4	Health Care	CUPE

Pharmacy Technician	15	4	Health Care	CUPE
Physiotherapist	7	4	Health Care	CUPE
Physiotherapy Assistant	5	4	Health Care	CUPE
Psychologist Masters	10	4	Health Care	CUPE
Psychologist PhD	1	4	Health Care	CUPE
Psychology Technician	1	4	Health Care	CUPE
Radiology Technician	20	4	Health Care	CUPE
Rehabilitation Aide	1	4	Health Care	CUPE
Rehabilitation Assistant	4	4	Health Care	CUPE
Renal Dialysis Aide	4	4	Health Care	CUPE
Respiratory Therapist	11	4	Health Care	CUPE
Senior Medical Laboratory Technologist	4	4	Health Care	CUPE
Social Worker 2	6	4	Health Care	CUPE
Social Worker 3	18	4	Health Care	CUPE
Therapeutic Psychiatric Assistant	3	4	Health Care	CUPE
Ultrasonographer	2	4	Health Care	CUPE
Ward Aide	14	4	Health Care	CUPE
Ward Aide	2	4	Support	CUPE
Autism Skills Worker	1	5	Health Care	CUPE
Challenging Behavior Resource Consultant	1	5	Health Care	CUPE
Clinical Therapist	5	5	PHAS	NSGEU
Community Home Visitor	4	5	PHAS	NSGEU
Community Outreach Worker	2	5	PHAS	NSGEU
Coordinator Community Health Project	1	5	PHAS	NSGEU
Coordinator Continuing Care	17	5	PHAS	NSGEU
Coordinator Infection Prevention & Control	1	5	Health Care	CUPE
Coordinator PACS	2	5	Health Care	CUPE
Coordinator Placement	1	5	PHAS	NSGEU
Coordinator Youth Wellness	3	5	PHAS	NSGEU
Counsellor	9	5	PHAS	NSGEU
Dental Hygienist	1	5	PHAS	NSGEU
Dietetic Technician	1	5	Support	CUPE
Dietician	6	5	Health Care	CUPE
EKG Technician	1	5	Health Care	CUPE
EKG Technician 2	3	5	Health Care	CUPE
Medical Laboratory Assistant	12	5	Health Care	CUPE
Medical Laboratory Technologist	19	5	Health Care	CUPE
Mental Health Clinician Masters	1	5	Health Care	CUPE
Navigator Patient Care	2	5	Nurses	NSNU
Nutritionist	1	5	PHAS	NSGEU
Occupational Therapist	6	5	Health Care	CUPE
Occupational Therapy Assistant	1	5	Health Care	CUPE
Personal Care Worker	35	5	Health Care	CUPE
Pharmacist	2	5	Health Care	CUPE
Pharmacy Technician	11	5	Health Care	CUPE

Physiotherapist	9	5	Health Care	CUPE
Physiotherapy Assistant	5	5	Health Care	CUPE
Psychologist 4	1	5	Health Care	CUPE
Psychologist Masters	2	5	Health Care	CUPE
Psychology Technician	3	5	Health Care	CUPE
Radiology Technician	19	5	Health Care	CUPE
Recreation Assistant	5	5	Health Care	CUPE
Recreation Therapist	2	5	Health Care	CUPE
Rehabilitation Aide	3	5	Health Care	CUPE
Respiratory Therapist	4	5	Health Care	CUPE
Senior Medical Laboratory Technologist	6	5	Health Care	CUPE
Social Worker 2	2	5	Health Care	CUPE
Social Worker Masters	15	5	Health Care	CUPE
Ultrasonographer	4	5	Health Care	CUPE
Autism Support Worker	5	6	Health Care	CUPE
Cardiology Technologist 2	3	6	Health Care	CUPE
Clinical Therapist	4	6	PHAS	NSGEU
Community Health Worker	1	6	PHAS	NSGEU
Community Home Visitor	2	6	PHAS	NSGEU
Community Outreach Worker	2	6	PHAS	NSGEU
Continuing Care Assistant	44	6	Health Care	CUPE
Coordinator Continuing Care	17	6	PHAS	NSGEU
Coordinator Placement	1	6	PHAS	NSGEU
Counsellor	5	6	PHAS	NSGEU
CT Scan Technologist	1	6	Health Care	CUPE
Dental Hygienist	1	6	PHAS	NSGEU
DI Technical Assistant	2	6	Health Care	CUPE
Dietician	7	6	Health Care	CUPE
Echocardiology Tech	1	6	Health Care	CUPE
EKG Technician 2	3	6	Health Care	CUPE
Geriatric Care Consultation Clinician	1	6	Nurses	NSNU
Grad Tech	1	6	Health Care	CUPE
Medical Laboratory Assistant	19	6	Health Care	CUPE
Medical Laboratory Technologist	20	6	Health Care	CUPE
Mental Health Clinician Masters Prepared	1	6	Health Care	CUPE
MRI Technologist	3	6	Health Care	CUPE
Nuclear Medicine Tech	3	6	Health Care	CUPE
Nutritionist	2	6	PHAS	NSGEU
Occupational Therapist	10	6	Health Care	CUPE
Occupational Therapy Assistant	1	6	Health Care	CUPE
Orthopaedic Technician	4	6	Health Care	CUPE
Orthoptist	2	6	Health Care	CUPE
PACS Application Specialist	1	6	Health Care	CUPE
Pharmacist	7	6	Health Care	CUPE
Pharmacy Technician	15	6	Health Care	CUPE

Physiotherapist	11	6	Health Care	CUPE
Physiotherapy Assistant	5	6	Health Care	CUPE
Psychologist 4	1	6	Health Care	CUPE
Psychologist Masters	5	6	Health Care	CUPE
Psychology Technician	2	6	Health Care	CUPE
Radiology Technician	16	6	Health Care	CUPE
Recreation Facilitator	2	6	Health Care	CUPE
Recreation Therapist	1	6	Health Care	CUPE
Rehabilitation Aide	1	6	Health Care	CUPE
Rehabilitation Assistant	2	6	Health Care	CUPE
Respiratory Therapist	7	6	Health Care	CUPE
Senior Medical Laboratory Technologist	2	6	Health Care	CUPE
Seniors Challenging Behaviors Consultant	1	6	Nurses	NSNU
Social Worker 2	5	6	Health Care	CUPE
Social Worker 3	11	6	Health Care	CUPE
Student Physiotherapy Assistant	1	6	Health Care	CUPE
Ultrasonographer	4	6	Health Care	CUPE
Autism Support Worker	4	7	Health Care	CUPE
Care Coordinator	18	7	PHAS	NSGEU
Clinical Therapist	5	7	PHAS	NSGEU
Community Health Worker	2	7	PHAS	NSGEU
Community Outreach Worker	7	7	PHAS	NSGEU
Continuing Care Coordinator Team Lead	1	7	PHAS	NSGEU
Coordinator PACS	3	7	Health Care	CUPE
Coordinator Placement	1	7	PHAS	NSGEU
Coordinator Stroke	1	7	Health Care	CUPE
Counsellor	6	7	PHAS	NSGEU
Dental Hygienist	1	7	PHAS	NSGEU
Diagnostic Imaging Tech Assistant	3	7	Health Care	CUPE
Dietician	10	7	Health Care	CUPE
EKG Technician	2	7	Health Care	CUPE
EKG Technician 2	1	7	Health Care	CUPE
Medical Laboratory Assistant	20	7	Health Care	CUPE
Medical Laboratory Technologist	27	7	Health Care	CUPE
Nuclear Medicine Tech	5	7	Health Care	CUPE
Nutritionist	2	7	PHAS	NSGEU
Occupational Therapist	14	7	Health Care	CUPE
OR Aide	6	7	Health Care	CUPE
Orthoptist	1	7	Health Care	CUPE
Paramedic	3	7	Health Care	CUPE
Pharmacist	5	7	Health Care	CUPE
Pharmacy Assistant	15	7	Health Care	CUPE
Physiotherapist	10	7	Health Care	CUPE
Physiotherapy Aide	2	7	Health Care	CUPE
Physiotherapy Assistant	3	7	Health Care	CUPE

Psych Attendant	15	7	Health Care	CUPE
Psychologist Masters	7	7	Health Care	CUPE
Radiology Technician	13	7	Health Care	CUPE
Rehabilitation Assistant	1	7	Health Care	CUPE
Respiratory Technician	4	7	Health Care	CUPE
Senior Medical Laboratory Technologist	9	7	Health Care	CUPE
Social Worker 2	7	7	Health Care	CUPE
Social Worker 3	9	7	Health Care	CUPE
Team Aide	40	7	Health Care	CUPE
Ultrasonographer	3	7	Health Care	CUPE
Activity Coordinator	2	8	Health Care	Unifor
Autism Interventionist	12	8	Health Care	Unifor
Behavior Interventionist	4	8	Health Care	Unifor
Cardiology Technologist 2	16	8	Health Care	Unifor
Cardiology Technologist Unregistered	7	8	Health Care	Unifor
Care Coordinator Continuing Care	40	8	PHAS	NSGEU
Child Care Assistant	6	8	Health Care	Unifor
Clinical Therapist	16	8	PHAS	NSGEU
Community Health Worker	2	8	PHAS	NSGEU
Community Outreach Worker	19	8	PHAS	NSGEU
Continuing Care Assistant	32	8	Health Care	Unifor
Continuing Care Referral Assistant	4	8	PHAS	NSGEU
Coordinator DIIS	3	8	Health Care	Unifor
Coordinator Recreation	12	8	Health Care	Unifor
Coordinator Stroke	1	8	Health Care	Unifor
Counsellor	3	8	PHAS	NSGEU
CSR Technician	41	8	Health Care	Unifor
CT Scan Technologist	11	8	Health Care	Unifor
Dental Hygienist	3	8	PHAS	NSGEU
Diagnostic Imaging Engineering Tech	1	8	Health Care	Unifor
Diagnostic Imaging Quality Control Technologist	1	8	Health Care	Unifor
Diagnostic Imaging Technologist 1	42	8	Health Care	Unifor
Diagnostic Imaging Technologist 2	9	8	Health Care	Unifor
Dietician	36	8	Health Care	Unifor
Dosimetrist	2	8	Health Care	Unifor
EEG Technologist	2	8	Health Care	Unifor
Film Processing Technician	7	8	Health Care	Unifor
GI Aide	5	8	Health Care	Unifor
Laboratory/Radiology Technologist	4	8	Health Care	Unifor
Mammography Technologist 1	1	8	Health Care	Unifor
Mammography Technologist 2	1	8	Health Care	Unifor
Medical Laboratory Assistant	34	8	Health Care	Unifor
Medical Laboratory Technologist	87	8	Health Care	Unifor
Medical Laboratory Technologist C	15	8	Health Care	Unifor
Medical Laboratory Technologist Non-Registered	3	8	Health Care	Unifor

MRI Technologist	2	8	Health Care	Unifor
MRI Technologist 2	1	8	Health Care	Unifor
Nuclear Medicine Tech	5	8	Health Care	Unifor
Nuclear Medicine Tech 2	1	8	Health Care	Unifor
Nutritionist	2	8	PHAS	NSGEU
Occupational Therapist	30	8	Health Care	Unifor
Occupational Therapy Assistant	3	8	Health Care	Unifor
Oncology Assistant	1	8	Health Care	Unifor
Ophthalmic Technician	1	8	Health Care	Unifor
Orderly	2	8	Health Care	Unifor
Orthopaedic Technologist	2	8	Health Care	Unifor
Orthotic Technician	1	8	Health Care	Unifor
Paramedic Emergency	6	8	Health Care	Unifor
Pedorthist	2	8	Health Care	Unifor
Pharmacist	16	8	Health Care	Unifor
Pharmacy Technician	40	8	Health Care	Unifor
Phlebotomist	21	8	Health Care	Unifor
Physiotherapist	47	8	Health Care	Unifor
Physiotherapy Assistant	24	8	Health Care	Unifor
Placement Officer	2	8	PHAS	NSGEU
Pulmonary Function Tech	1	8	Health Care	Unifor
Pulmonary Function Tech & Course	4	8	Health Care	Unifor
Radiation Therapist	12	8	Health Care	Unifor
Recreation Therapist	4	8	Health Care	Unifor
Recreation Therapist	2	8	PHAS	NSGEU
Respiratory Therapist	36	8	Health Care	Unifor
Respiratory Therapy Aide	1	8	Health Care	Unifor
Social Worker 2	10	8	Health Care	Unifor
Social Worker 3	38	8	Health Care	Unifor
Social Worker 3 Head Clinician	3	8	Health Care	Unifor
Therapeutic Activity Director	1	8	Health Care	Unifor
Ultrasonographer	9	8	Health Care	Unifor
Vascular Tech	1	8	Health Care	Unifor
Ward Aide	29	8	Health Care	Unifor
Advanced Cardiology Technologist	14	9	Health Care	NSGEU
Anaesthesia Assistant	16	9	Health Care	NSGEU
Anaesthesia Team Lead	3	9	Health Care	NSGEU
Anaesthesia Technician	23	9	Health Care	NSGEU
Behaviorist	1	9	Health Care	NSGEU
Biomedical Technical Assistant/Anaesthesia Tech	1	9	Health Care	NSGEU
Cardiac Sonographer	13	9	Health Care	NSGEU
Cardiology Invasive Technologist	3	9	Health Care	NSGEU
Cardiology Stress Technologist	23	9	Health Care	NSGEU
Cardiology Technologist	1	9	Health Care	NSGEU
Cardiology Technologist Unregistered	13	9	Health Care	NSGEU

Care Team Assistant	158	9	Health Care	NSGEU
Certified Orthotics Prosthetic	7	9	Health Care	NSGEU
Chaplain	9	9	Health Care	NSGEU
Clinical Dietetic Technician 2	8	9	Health Care	NSGEU
Clinical Dietician Team Lead	2	9	Health Care	NSGEU
Clinical Educator Radiation Therapy	2	9	Health Care	NSGEU
Clinical Locomotor Technician	1	9	Health Care	NSGEU
Clinical Practice Educator	3	9	Health Care	NSGEU
Clinical Therapist	21	9	Health Care	NSGEU
Community Health Team Lead	5	9	Health Care	NSGEU
Community Mental Health Worker	1	9	Health Care	NSGEU
Community Outreach Worker	16	9	Health Care	NSGEU
Contact Lens Technician	1	9	Health Care	NSGEU
Coordinator ABI Care Team	2	9	Health Care	NSGEU
Coordinator Challenging Behavior	1	9	Health Care	NSGEU
Coordinator Colposcopy Program	1	9	Nurses	NSGEU
Coordinator Community Treatment Order	1	9	Health Care	NSGEU
Coordinator Continuing Care	78	9	Health Care	NSGEU
Coordinator DIS	1	9	Health Care	NSGEU
Coordinator Forensic Care	1	9	Health Care	NSGEU
Coordinator Functional Neurosurgery	1	9	Health Care	NSGEU
Coordinator LIS Database	7	9	Health Care	NSGEU
Coordinator Neurophysiology Program	1	9	Health Care	NSGEU
Coordinator Professional Practice	7	9	Health Care	NSGEU
Coordinator Professional Practice Masters	1	9	Health Care	NSGEU
Coordinator Rehab Intake	1	9	Health Care	NSGEU
Coordinator Seating & Mobility	1	9	Health Care	NSGEU
Coordinator Spasticity Management	1	9	Health Care	NSGEU
Coordinator Youth Health Centre	5	9	Health Care	NSGEU
CPE Coordinating Chaplain	1	9	Health Care	NSGEU
Crisis Intervener	13	9	Health Care	NSGEU
CT Scan Technologist	14	9	Health Care	NSGEU
Dental Assistant	7	9	Health Care	NSGEU
Dental Hygienist	3	9	Health Care	NSGEU
Developmental Worker	36	9	Health Care	NSGEU
DI CT NM MRI Team Lead	2	9	Health Care	NSGEU
Diagnostic Imaging Team Lead	3	9	Health Care	NSGEU
Dietetic Technician	10	9	Health Care	NSGEU
Dietician	70	9	Health Care	NSGEU
DIS Technologist	5	9	Health Care	NSGEU
Dosimetrist	6	9	Health Care	NSGEU
Educator	17	9	Health Care	NSGEU
Electroneurophysiology Tech A	2	9	Health Care	NSGEU
Electroneurophysiology Tech B	3	9	Health Care	NSGEU
Electroneurophysiology Tech in Training	2	9	Health Care	NSGEU

Imaging Technologist A	110	9	Health Care	NSGEU
Imaging Technologist B	1	9	Health Care	NSGEU
Medical Laboratory Assistant	175	9	Health Care	NSGEU
Medical Laboratory Assistant in Training	6	9	Health Care	NSGEU
Medical Laboratory Technologist	230	9	Health Care	NSGEU
Medical Laboratory Technologist C	50	9	Health Care	NSGEU
MRI Technologist	12	9	Health Care	NSGEU
Music Therapist	3	9	Health Care	NSGEU
Nuclear Medicine Tech	20	9	Health Care	NSGEU
Nutritionist	5	9	Health Care	NSGEU
Occupational Therapist	108	9	Health Care	NSGEU
Occupational Therapist 2	8	9	Health Care	NSGEU
Occupational Therapy Assistant	13	9	Health Care	NSGEU
Occupational Therapy Assistant C	7	9	Health Care	NSGEU
Occupational Therapy Team Lead	3	9	Health Care	NSGEU
Ophthalmic Assistant	1	9	Health Care	NSGEU
Ophthalmic Technician	4	9	Health Care	NSGEU
Orthopaedic Technician	6	9	Health Care	NSGEU
Orthoptist	6	9	Health Care	NSGEU
Pacemaker Device Technologist	6	9	Health Care	NSGEU
Paramedic	43	9	Health Care	NSGEU
Paramedic Critical Care	11	9	Health Care	NSGEU
Paramedic Informatics	1	9	Health Care	NSGEU
Paramedic Triage	34	9	Health Care	NSGEU
Patient Navigator	1	9	Health Care	NSGEU
Patient Support Worker	100	9	Health Care	NSGEU
Pedorthist	2	9	Health Care	NSGEU
Perfusionist	13	9	Health Care	NSGEU
Perfusionist Team Lead	1	9	Health Care	NSGEU
Personal Care Worker	36	9	Health Care	NSGEU
Pharmacist	77	9	Health Care	NSGEU
Pharmacist Team Lead	1	9	Health Care	NSGEU
Pharmacy Technician	119	9	Health Care	NSGEU
Phototherapy Technician	3	9	Health Care	NSGEU
Physiotherapist	137	9	Health Care	NSGEU
Physiotherapy Aide	2	9	Health Care	NSGEU
Physiotherapy Assistant	46	9	Health Care	NSGEU
Physiotherapy Team Lead	8	9	Health Care	NSGEU
Polysomnographic Tech	6	9	Health Care	NSGEU
Psychologist Masters	9	9	Health Care	NSGEU
Psychologist Masters Candidate	1	9	Health Care	NSGEU
Psychologist PhD	42	9	Health Care	NSGEU
Psychologist PhD Team Lead	1	9	Health Care	NSGEU
Psychology Technician	3	9	Health Care	NSGEU
Psychometrist	8	9	Health Care	NSGEU

Psychosocial Rehabilitation Standards Specialist	1	9	Health Care	NSGEU
Psychotherapist	2	9	Health Care	NSGEU
Pulmonary Function Tech	2	9	Health Care	NSGEU
Pulmonary Tech 2B	3	9	Health Care	NSGEU
Radiation Safety Officer	1	9	Health Care	NSGEU
Radiation Therapist	50	9	Health Care	NSGEU
Radiochemistry Lab Technologist	2	9	Health Care	NSGEU
Radiographic Assistant	15	9	Health Care	NSGEU
Radiographic Assistant C	8	9	Health Care	NSGEU
Recreation Therapist	31	9	Health Care	NSGEU
Recreation Therapy Associate	20	9	Health Care	NSGEU
Recreation Therapy Team Lead	1	9	Health Care	NSGEU
Rehabilitation Assistant	13	9	Health Care	NSGEU
Rehabilitation Geriatric Assessor	2	9	Health Care	NSGEU
Rehabilitation Navigator	2	9	Health Care	NSGEU
Respiratory Therapist	77	9	Health Care	NSGEU
Senior Pharmacy Technician	3	9	Health Care	NSGEU
Social Work Team Lead	2	9	Health Care	NSGEU
Social Worker A	1	9	Health Care	NSGEU
Social Worker B	10	9	Health Care	NSGEU
Social Worker Masters	112	9	Health Care	NSGEU
Stroke Navigator	1	9	Health Care	NSGEU
Supervisor 3 X-Ray	1	9	Health Care	NSGEU
Therapeutic Assistant	37	9	Health Care	NSGEU
Tissue Bank Assistant	5	9	Health Care	NSGEU
Tissue Bank Assistant in Training	2	9	Health Care	NSGEU
Tissue Bank Clinical Leader	1	9	Health Care	NSGEU
Tissue Bank Processing Leader	1	9	Health Care	NSGEU
Tissue Bank Specialist	12	9	Health Care	NSGEU
Tissue Bank Tech in Training	3	9	Health Care	NSGEU
Ultrasonographer	19	9	Health Care	NSGEU
Vascular Diagnostic Technologist	3	9	Health Care	NSGEU
Vocational Counsellor	1	9	Health Care	NSGEU
Vocational Therapist 3	1	9	Health Care	NSGEU
Wellness Navigator	4	9	Health Care	NSGEU
X-ray Tech 3	2	9	Health Care	NSGEU
Total Employees	5,692			

Schedule 6 - Provincial Health Authority Clerical Unit at April 1, 2015

CLERICAL - ARIL 1, 2015	Current			
Classifications	**Employees**	**DHA**	**Unit**	**Union**
Accounting Clerk	4	1	Clerical	NSGEU
Buyer	8	1	Clerical	NSGEU
Coordinator Cap Project Procurement	1	1	Clerical	NSGEU
Coordinator Contracts	1	1	Clerical	NSGEU
General Office Clerk	12	1	Clerical	NSGEU
Health Information Clerk	36	1	Clerical	NSGEU
Medical Transcriptionist	5	1	Clerical	NSGEU
OR Booking Clerk	3	1	Clerical	NSGEU
Secretary 1	14	1	Clerical	NSGEU
Secretary 2	4	1	Clerical	NSGEU
Secretary 3	11	1	Clerical	NSGEU
Secretary 4	2	1	Clerical	NSGEU
Staffing Clerk	3	1	Clerical	NSGEU
Ward Clerk	48	1	Clerical	NSGEU
Coding Classification Specialist	5	1	Health Care	CUPE
Coordinator Geriatric Resource	1	1	Nurses	NSNU
Coordinator Stroke Program	1	1	Nurses	NSNU
Clerk 2 Continuing Care	2	1	PHAS	NSGEU
Clerk 3 Financial Continuing Care	1	1	PHAS	NSGEU
Clerk 3/Secretary 2	1	1	PHAS	NSGEU
Coordinator Prevention & Health Promotion	2	1	PHAS	CUPE
Coordinator Social Marketing	2	1	PHAS	CUPE
Data & System Quality Leader	1	1	PHAS	CUPE
Financial Services Officer 2	1	1	PHAS	NSGEU
Health Promoter	4	1	PHAS	NSGEU
Knowledge Exchange Facilitator	1	1	PHAS	CUPE
Secretary 1	5	1	PHAS	NSGEU
Secretary 2	7	1	PHAS	CUPE
Stores Clerk	11	1	Support	CUPE
Accounting Clerk	6	2	Clerical	NSGEU
General Office Clerk	23	2	Clerical	NSGEU
Health Information Clerk	48	2	Clerical	NSGEU
Medical Transcriptionist	5	2	Clerical	NSGEU
OR Booking Clerk	2	2	Clerical	NSGEU
Secretary 1	21	2	Clerical	NSGEU
Secretary 2	19	2	Clerical	NSGEU
Secretary 4	1	2	Clerical	NSGEU
Staffing Clerk	6	2	Clerical	NSGEU
Ward Clerk	61	2	Clerical	NSGEU
Coordinator Volunteer Services	1	2	Health Care	CUPE

Health Records Technician	7	2	Health Care	CUPE
Librarian 1	1	2	Health Care	CUPE
Library Assistant	1	2	Health Care	CUPE
Clerk 3/Secretary 2	3	2	PHAS	NSGEU
Coordinator Prevention & Health Promotion	2	2	PHAS	NSGEU
Coordinator Quality Management	2	2	PHAS	NSGEU
Health Promoter	4	2	PHAS	NSGEU
Secretary 1	5	2	PHAS	NSGEU
Secretary 2	3	2	PHAS	NSGEU
Stores Clerk	7	2	Support	CUPE
Accounting Clerk	14	3	Clerical	NSGEU
Facility Resource Assistant	6	3	Clerical	NSGEU
General Office Clerk	35	3	Clerical	NSGEU
Health Information Clerk	67	3	Clerical	NSGEU
Medical Transcriptionist	8	3	Clerical	NSGEU
OR Booking Clerk	5	3	Clerical	NSGEU
Secretary 1	3	3	Clerical	NSGEU
Secretary 2	9	3	Clerical	NSGEU
Secretary 3	16	3	Clerical	NSGEU
Senior Financial Clerk	7	3	Clerical	NSGEU
Staffing Clerk	6	3	Clerical	NSGEU
Ward Clerk	61	3	Clerical	NSGEU
Coordinator Health Promotions	1	3	Health Care	CUPE
Coordinator PHC Program	1	3	Health Care	CUPE
Coordinator Primary Health Care Project	1	3	Health Care	CUPE
Health Records Administrator	1	3	Health Care	CUPE
Health Records Technician	5	3	Health Care	CUPE
Clerk 3 Continuing Care	1	3	PHAS	NSGEU
Clerk 3/Secretary 2	3	3	PHAS	NSGEU
Coordinator Prevention & Health Promotion	1	3	PHAS	NSGEU
Coordinator Quality Management	2	3	PHAS	NSGEU
Health Promoter	2	3	PHAS	NSGEU
Health Promotion & Prevention Team Lead	1	3	PHAS	NSGEU
Secretary 1	2	3	PHAS	NSGEU
Secretary 2	3	3	PHAS	NSGEU
Senior Stores Clerk	1	3	Support	CUPE
Stores Clerk	13	3	Support	CUPE
Accommodation Services Clerk	4	4	Clerical	CUPE
Accounting Clerk	3	4	Clerical	CUPE
Admitting Clerk	15	4	Clerical	CUPE
Bed Utilization Clerk	1	4	Clerical	CUPE
Booking Clerk 1	10	4	Clerical	CUPE
Breast Screening Clerk	1	4	Clerical	CUPE
Equipment Operator	8	4	Clerical	CUPE
ER Billing Clerk	2	4	Clerical	CUPE

ER Physician Assistant	1	4	Clerical	CUPE
General Office Clerk	11	4	Clerical	CUPE
Health Records Clerk	5	4	Clerical	CUPE
Laboratory Clerk	10	4	Clerical	CUPE
Mental Health Clerk 1	3	4	Clerical	CUPE
Mental Health Clerk 2	2	4	Clerical	CUPE
Multi-task Clerk	2	4	Clerical	CUPE
OR Booking Clerk	1	4	Clerical	CUPE
OR/DEC Ward Clerk 3	1	4	Clerical	CUPE
Payroll Clerk	3	4	Clerical	CUPE
Radiology Clerk	7	4	Clerical	CUPE
Resource Facilitator	9	4	Clerical	CUPE
Secretary 2	11	4	Clerical	CUPE
Transcriptionist	11	4	Clerical	CUPE
Unit Support Clerk	1	4	Clerical	CUPE
Ward Clerk	27	4	Clerical	CUPE
Ward Clerk 3	2	4	Clerical	CUPE
Health Records Technician	7	4	Health Care	CUPE
Librarian	1	4	Health Care	CUPE
District Access Coordinator	1	4	Nurses	NSNU
Clerk 3/Secretary 2	5	4	PHAS	NSGEU
Financial Services Officer 2	1	4	PHAS	NSGEU
Health Educator	1	4	PHAS	NSGEU
Prevention & Education Officer	3	4	PHAS	NSGEU
Program Administration Officer 4	1	4	PHAS	NSGEU
Project Assistant	1	4	PHAS	NSGEU
Secretary 1	1	4	PHAS	NSGEU
Secretary 1 Continuing Care	2	4	PHAS	NSGEU
Secretary 2	6	4	PHAS	NSGEU
Buyer	2	4	Support	CUPE
Stores Clerk	9	4	Support	CUPE
Accounting Clerk	3	5	Clerical	CUPE
Admitting Clerk	11	5	Clerical	CUPE
Bed Utilization Clerk	1	5	Clerical	CUPE
Booking Clerk 1	2	5	Clerical	CUPE
Equipment Operator	15	5	Clerical	CUPE
Health Records Clerk	2	5	Clerical	CUPE
Health Records/Office Clerk	1	5	Clerical	CUPE
Mental Health Clerk 1	6	5	Clerical	CUPE
Mental Health Secretary 2	1	5	Clerical	CUPE
Multi-task Clerk	2	5	Clerical	CUPE
Payroll Clerk	2	5	Clerical	CUPE
Radiology Clerk	6	5	Clerical	CUPE
Registration/Scheduling Clerk	3	5	Clerical	CUPE
Resource Facilitator	6	5	Clerical	CUPE

Secretary 1	8	5	Clerical	CUPE
Secretary 2	23	5	Clerical	CUPE
Staffing Clerk	3	5	Clerical	CUPE
Transcriptionist	8	5	Clerical	CUPE
Ward Clerk	20	5	Clerical	CUPE
Ward Clerk 3	8	5	Clerical	CUPE
Health Records Technician	3	5	Health Care	CUPE
Clerk 2	2	5	PHAS	NSGEU
Health Educator	1	5	PHAS	NSGEU
Program Admin Officer Drug Addiction Health Promotion	1	5	PHAS	NSGEU
Program Admin Officer Gambling Health Promotion	1	5	PHAS	NSGEU
Program Admin Officer Tobacco Reduction Health Promotion	1	5	PHAS	NSGEU
Secretary 1	3	5	PHAS	NSGEU
Secretary 2	6	5	PHAS	NSGEU
Buyer	2	5	Support	CUPE
Stores Clerk	4	5	Support	CUPE
Accounting Clerk	4	6	Clerical	CUPE
Admitting Clerk	17	6	Clerical	CUPE
Bed Utilization Clerk	1	6	Clerical	CUPE
Equipment Operator	4	6	Clerical	CUPE
ER Physician Assistant	10	6	Clerical	CUPE
Health Records Clerk	10	6	Clerical	CUPE
Laboratory Clerk	4	6	Clerical	CUPE
Payroll Clerk	3	6	Clerical	CUPE
Perioperative Booking Clerk	1	6	Clerical	CUPE
Radiology Clerk	5	6	Clerical	CUPE
Scheduling Clerk	4	6	Clerical	CUPE
Secretary 1	3	6	Clerical	CUPE
Secretary 2	26	6	Clerical	CUPE
Transcriptionist	7	6	Clerical	CUPE
Ward Clerk	14	6	Clerical	CUPE
Ward Clerk 3	9	6	Clerical	CUPE
Coordinator Primary Health Care	1	6	Health Care	CUPE
Health Records Technician	7	6	Health Care	CUPE
Librarian	1	6	Health Care	CUPE
Quality Safety & Accountability Advisor	1	6	Health Care	CUPE
Resource Facilitator	9	6	Health Care	CUPE
Clerk 3 Financial Continuing Care	1	6	PHAS	NSGEU
Coordinator Prevention Project	2	6	PHAS	NSGEU
Coordinator Quality Management	1	6	PHAS	NSGEU
Health Educator	1	6	PHAS	NSGEU
Planning & Development Officer	1	6	PHAS	NSGEU
Prevention & Education Officer	1	6	PHAS	NSGEU
Research & Statistics Officer	1	6	PHAS	NSGEU

Secretary 1	2	6	PHAS	NSGEU
Secretary 2	7	6	PHAS	NSGEU
Buyer	3	6	Support	CUPE
Senior Stores Clerk	1	6	Support	CUPE
Stores Clerk	6	6	Support	CUPE
Account Receivable Clerk 3	3	7	Clerical	CUPE
Accounts Payable Clerk 3	3	7	Clerical	CUPE
Admin Secretary 2	4	7	Clerical	CUPE
Administrative Coordinator	5	7	Clerical	CUPE
Admitting Clerk	9	7	Clerical	CUPE
Buyer	2	7	Clerical	CUPE
Clerk 2	19	7	Clerical	CUPE
Diabetic Clerk 3	1	7	Clerical	CUPE
Dietary Clerk 3	1	7	Clerical	CUPE
Health Records Clerk	11	7	Clerical	CUPE
Medical Secretary 1	2	7	Clerical	CUPE
Medical Secretary 2	1	7	Clerical	CUPE
OR Booking Clerk	5	7	Clerical	CUPE
Palliative Care Assistant	3	7	Clerical	CUPE
Payroll Clerk	2	7	Clerical	CUPE
Secretary 1	3	7	Clerical	CUPE
Secretary 2	19	7	Clerical	CUPE
Staffing Clerk	4	7	Clerical	CUPE
Stenographer 2	10	7	Clerical	CUPE
Ward Clerk	42	7	Clerical	CUPE
Coordinator Wellness Program	1	7	Health Care	CUPE
Health Records Administrator	2	7	Health Care	CUPE
Health Records Technician	5	7	Health Care	CUPE
Coordinator Cardiovascular Health	1	7	Nurses	NSNU
Clerk 3/Secretary 2	1	7	PHAS	NSGEU
Coordinator Quality Management	1	7	PHAS	NSGEU
Health Educator	2	7	PHAS	NSGEU
Health Equity Promoter	1	7	PHAS	NSGEU
Health Equity Team Lead	1	7	PHAS	NSGEU
Healthy Development Team Lead	1	7	PHAS	NSGEU
Program Administration Officer Gaming Strategy	1	7	PHAS	NSGEU
Program Admin Officer Smoking Treatment/Cessation	2	7	PHAS	NSGEU
Secretary 1	4	7	PHAS	NSGEU
Secretary 2	12	7	PHAS	NSGEU
Clerk 2 - Stores	5	7	Support	Unifor
Accounting Clerk	21	8	Clerical	CUPE
Admitting Clerk	45	8	Clerical	CUPE
Buyer	7	8	Clerical	CUPE
Clerk Typist 2	69	8	Clerical	CUPE
Clinical Dietetic Aide	27	8	Clerical	CUPE

Equipment Operator	8	8	Clerical	CUPE
File Clerk	4	8	Clerical	CUPE
Health Records Team Lead 2	1	8	Clerical	CUPE
Medical Dictatypist	26	8	Clerical	CUPE
Medical Secretary	1	8	Clerical	CUPE
OR Booking Clerk	1	8	Clerical	CUPE
Payroll Clerk	6	8	Clerical	CUPE
Referral Officer	10	8	Clerical	CUPE
Secretary 1	11	8	Clerical	CUPE
Secretary 2	53	8	Clerical	CUPE
Senior Payroll Analyst	1	8	Clerical	CUPE
Staffing Clerk	28	8	Clerical	CUPE
Stenographer	16	8	Clerical	CUPE
Stores Clerk	19	8	Clerical	CUPE
Supervisor Materiel Management	1	8	Clerical	CUPE
Supervisor Payroll	3	8	Clerical	CUPE
Ward Clerk	150	8	Clerical	CUPE
Health Records Technician	22	8	Health Care	Unifor
Health Records Technician in Training	2	8	Health Care	Unifor
Health Sciences Librarian	1	8	Health Care	Unifor
Clerk 1	1	8	PHAS	NSGEU
Clerk 2 Continuing Care	1	8	PHAS	NSGEU
Clerk 3 Financial Continuing Care	2	8	PHAS	NSGEU
Clerk 3/Secretary 2	15	8	PHAS	NSGEU
Coordinator Education	1	8	PHAS	NSGEU
Coordinator Quality Management	1	8	PHAS	NSGEU
Financial Services Officer 2	1	8	PHAS	NSGEU
Health Educator	2	8	PHAS	NSGEU
Health Promotion & Prevention Team Lead	1	8	PHAS	NSGEU
Health Promotion Specialist	6	8	PHAS	NSGEU
Research & Statistics Officer	1	8	PHAS	NSGEU
Secretary 1	7	8	PHAS	NSGEU
Secretary 2	11	8	PHAS	NSGEU
Accounting Clerk B	27	9	Clerical	NSGEU
Accounting Clerk C	2	9	Clerical	NSGEU
Accounting Clerk D	1	9	Clerical	NSGEU
Booking & Registration Clerk B	313	9	Clerical	NSGEU
Booking & Registration Clerk C	4	9	Clerical	NSGEU
Booking & Registration Clerk D	5	9	Clerical	NSGEU
Clerk 1B	2	9	Clerical	NSGEU
Clerk 2	10	9	Clerical	NSGEU
Clerk 3	20	9	Clerical	NSGEU
Clerk A	44	9	Clerical	NSGEU
Clerk B	418	9	Clerical	NSGEU
Clerk C	73	9	Clerical	NSGEU

Clerk D	1	9	Clerical	NSGEU
Clerk E	24	9	Clerical	NSGEU
Clerk F	6	9	Clerical	NSGEU
Communications Clerk A	16	9	Clerical	NSGEU
Communications Clerk B	31	9	Clerical	NSGEU
Communications Clerk C	4	9	Clerical	NSGEU
Communications Clerk D	3	9	Clerical	NSGEU
Data Processing Clerk 1C	3	9	Clerical	NSGEU
Equipment Operator	9	9	Clerical	NSGEU
Equipment Operator 2	10	9	Clerical	NSGEU
Medical Secretary 2	1	9	Clerical	NSGEU
Medical Transcriptionist	47	9	Clerical	NSGEU
Medical Transcriptionist C	1	9	Clerical	NSGEU
Secretary 1	12	9	Clerical	NSGEU
Secretary 2	23	9	Clerical	NSGEU
Secretary B	5	9	Clerical	NSGEU
Secretary C	129	9	Clerical	NSGEU
Secretary D	105	9	Clerical	NSGEU
Secretary E	5	9	Clerical	NSGEU
Secretary F	35	9	Clerical	NSGEU
Stores Clerk A	38	9	Clerical	NSGEU
Stores Clerk B	19	9	Clerical	NSGEU
Stores Clerk C	2	9	Clerical	NSGEU
Stores Delivery Clerk	1	9	Clerical	NSGEU
Advisor Patient & Public Engagement	1	9	Health Care	NSGEU
Architectural Assistant 2	1	9	Health Care	NSGEU
Audiovisual Technician B	1	9	Health Care	NSGEU
Childhood Educator	1	9	Health Care	NSGEU
Community Development Advisor	1	9	Health Care	NSGEU
Coordinator Affiliate Placement	1	9	Health Care	NSGEU
Coordinator Clinical Product	1	9	Health Care	NSGEU
Coordinator Community Health Board	8	9	Health Care	NSGEU
Coordinator Continuing Care Education	1	9	Health Care	NSGEU
Coordinator Diversity & Inclusion	1	9	Health Care	NSGEU
Coordinator Early Psychosis Education	1	9	Health Care	NSGEU
Coordinator Education & Advanced Trauma	1	9	Health Care	NSGEU
Coordinator French Language	1	9	Health Care	NSGEU
Coordinator Health Promotion Public Health	4	9	Health Care	NSGEU
Coordinator Healthy Built Environment	1	9	Health Care	NSGEU
Coordinator Palliative Care	1	9	Health Care	NSGEU
Coordinator PHC Connections	1	9	Health Care	NSGEU
Coordinator Procurement	5	9	Health Care	NSGEU
Coordinator Safety	4	9	Health Care	NSGEU
Coordinator Simulation Services	1	9	Health Care	NSGEU
Coordinator Stroke Program	1	9	Health Care	NSGEU

Coordinator Supported Work	1	9	Health Care	NSGEU
Coordinator Trauma Registry	1	9	Health Care	NSGEU
Coordinator Volunteer Services	5	9	Health Care	NSGEU
Coordinator Workplace Health Promotion	1	9	Health Care	NSGEU
Data Integrity Officer	5	9	Health Care	NSGEU
Drafting & Illustration Tech	1	9	Health Care	NSGEU
Financial Services Officer A	3	9	Health Care	NSGEU
Funding Officer	1	9	Health Care	NSGEU
Graphic Designer	1	9	Health Care	NSGEU
Health Educator	1	9	Health Care	NSGEU
Health Interpretation Officer	1	9	Health Care	NSGEU
Health Promotion Team Lead	1	9	Health Care	NSGEU
Health Records Administrator	5	9	Health Care	NSGEU
Health Records Administrator B	2	9	Health Care	NSGEU
Health Records Technician	18	9	Health Care	NSGEU
Health Records Technician B	9	9	Health Care	NSGEU
Knowledge Exchange Facilitator	1	9	Health Care	NSGEU
Librarian Educator	2	9	Health Care	NSGEU
Library Technician	10	9	Health Care	NSGEU
Medical Transcriptionist C	1	9	Health Care	NSGEU
Product Factor Utilization Officer	1	9	Health Care	NSGEU
Program Admin Officer Cancer Care NS	1	9	Health Care	NSGEU
Project Coordinator	2	9	Health Care	NSGEU
Project Coordinator NSH	1	9	Health Care	NSGEU
Project Officer Education	1	9	Health Care	NSGEU
Project Officer Rehab	1	9	Health Care	NSGEU
Project Officer Research	1	9	Health Care	NSGEU
Quality Technician	1	9	Health Care	NSGEU
Registry Assistant	1	9	Health Care	NSGEU
Research & Statistics Officer 1A	1	9	Health Care	NSGEU
Research & Statistics Officer 2	1	9	Health Care	NSGEU
Research & Statistics Officer A	3	9	Health Care	NSGEU
Research & Statistics Officer B	2	9	Health Care	NSGEU
Research & Statistics Officer C	2	9	Health Care	NSGEU
Safety Response Officer	1	9	Health Care	NSGEU
Screening Access Officer	1	9	Health Care	NSGEU
Senior Buyer	13	9	Health Care	NSGEU
Stores Team Lead	4	9	Health Care	NSGEU
Supply Technician A	16	9	Health Care	NSGEU
Supply Technician B	1	9	Health Care	NSGEU
Tissue Bank Customer Service Representative	1	9	Health Care	NSGEU
Voice Analyst	2	9	Health Care	NSGEU
Total Employees	3,602			

Schedule 7 - Provincial Health Authority Support Unit at April 1, 2015

SUPPORT - ARIL 1, 2015		Current		
Classifications	**Employees**	**DHA**	**Unit**	**Union**
Air Conditioning Refrigeration Technician	1	1	Support	CUPE
Carpenter	4	1	Support	CUPE
Cook 3	3	1	Support	CUPE
Electrician	3	1	Support	CUPE
Environmental Services Worker	71	1	Support	CUPE
Food Production Worker 2	8	1	Support	CUPE
Food Service Worker	43	1	Support	CUPE
Groundskeeper	1	1	Support	CUPE
Maintenance Planner/Safety Officer	1	1	Support	CUPE
Maintenance Worker	7	1	Support	CUPE
Network Analyst 2	1	1	Health Care	CUPE
Plumber	2	1	Support	CUPE
Porter	12	1	Health Care	CUPE
Shift Operator 3rd Class	1	1	Support	CUPE
Shift Operator 4th Class	10	1	Support	CUPE
SPD Aide	1	1	Health Care	CUPE
SPD Aide	10	1	Support	CUPE
Systems Analyst 1	1	1	Health Care	CUPE
Systems Analyst 2	2	1	Health Care	CUPE
Technical Analyst	3	1	Health Care	CUPE
Training & Productivity Analyst	1	1	Health Care	CUPE
Air Conditioning Refrigeration Technician	1	2	Support	CUPE
Carpenter	1	2	Support	CUPE
Collaboration & Desktop Security Administrator	1	2	Health Care	CUPE
Cook	5	2	Support	CUPE
Cook 3	11	2	Support	CUPE
Electrician	1	2	Support	CUPE
Environmental Services Worker	74	2	Support	CUPE
Food Service Worker	69	2	Support	CUPE
Inventory Food Service Worker	1	2	Support	CUPE
Laundry Washer	5	2	Support	CUPE
Laundry Worker	13	2	Support	CUPE
Maintenance Worker	8	2	Support	CUPE
Network Analyst 2	1	2	Health Care	CUPE
Network Engineer	1	2	Health Care	CUPE
OR Attendant	1	2	Health Care	CUPE
Painter	1	2	Support	CUPE
Plumber	2	2	Support	CUPE
Porter	9	2	Health Care	CUPE
Seamstress - Tailor	1	2	Support	CUPE

Shift Operator 3rd Class	9	2	Support	CUPE
Shift Operator 4th Class	9	2	Support	CUPE
SPD Aide	14	2	Support	CUPE
Systems Analyst 2	4	2	Health Care	CUPE
Technical Analyst	3	2	Health Care	CUPE
Training & Productivity Analyst	1	2	Health Care	CUPE
Cafeteria Food Service Worker	10	3	Support	CUPE
Carpenter	1	3	Support	CUPE
Chief Cook	1	3	Support	CUPE
Chief Engineering Plant & Maintenance	2	3	Support	CUPE
Cook	6	3	Support	CUPE
Cook 3	7	3	Support	CUPE
Electrician	3	3	Support	CUPE
Environmental Services Worker	80	3	Support	CUPE
Food Production Worker	7	3	Support	CUPE
Food Service Worker	34	3	Support	CUPE
Industrial Mechanic	2	3	Support	CUPE
Laundry Washer	7	3	Support	CUPE
Laundry Worker	13	3	Support	CUPE
Maintenance Worker	4	3	Support	CUPE
Network Analyst 2	1	3	Health Care	CUPE
OR/SPD Liason	4	3	Health Care	CUPE
Plumber	3	3	Support	CUPE
Porter	10	3	Health Care	CUPE
Senior Porter	1	3	Health Care	CUPE
Shift Operator 3rd Class	5	3	Support	CUPE
Shift Operator 4th Class	7	3	Support	CUPE
SPD Aide	24	3	Health Care	CUPE
Systems Analyst 1	3	3	Health Care	CUPE
Systems Analyst 2	3	3	Health Care	CUPE
Technical Analyst	1	3	Health Care	CUPE
Training & Productivity Analyst	1	3	Health Care	CUPE
Carpenter	1	4	Support	CUPE
Cook's Helper	6	4	Support	CUPE
Coordinator Information Systems	1	4	Health Care	CUPE
Coordinator Telecommunications	1	4	Health Care	CUPE
CSPD Technician	10	4	Support	CUPE
Electrician	1	4	Support	CUPE
Electromechanical Technician	1	4	Support	CUPE
Engine Operator 3rd Class	3	4	Support	CUPE
Engine Operator 4th Class	3	4	Support	CUPE
Environmental Services Worker	45	4	Support	CUPE
Information System Analyst	2	4	Health Care	CUPE
Information System Technician	4	4	Health Care	CUPE
Laundry Washer	2	4	Support	CUPE

Maintenance Worker 3	2	4	Support	CUPE
OR/CSPD Technician	7	4	Health Care	CUPE
Patient Attendant	5	4	Support	CUPE
Plumber	2	4	Support	CUPE
Porter	3	4	Support	CUPE
Senior Cook	2	4	Support	CUPE
Utility Worker Food & Nutrition	21	4	Support	CUPE
Share Project Team Lead	1	4	Nurses	NSNU
Carpenter	3	5	Support	CUPE
Cook	1	5	Support	CUPE
Cook's Helper	22	5	Support	CUPE
Coordinator Information Systems	1	5	Health Care	CUPE
CSPD Technician	6	5	Support	CUPE
Database Analyst	1	5	Health Care	CUPE
Electrician	1	5	Support	CUPE
Environmental Services Worker	60	5	Support	CUPE
Information System Analyst	1	5	Health Care	CUPE
Information System Technician	1	5	Health Care	CUPE
Laundry Washer	3	5	Support	CUPE
Laundry Worker	5	5	Support	CUPE
Maintenance Worker 3	11	5	Support	CUPE
OR/CSPD Technician	1	5	Health Care	CUPE
Porter	2	5	Support	CUPE
Senior Cook	12	5	Support	CUPE
Cook's Helper	2	6	Support	CUPE
Coordinator Information Systems	1	6	Health Care	CUPE
Coordinator Telecommunications	1	6	Health Care	CUPE
CSPD Technician	13	6	Support	CUPE
Electrician	1	6	Support	CUPE
Engine Operator 3rd Class	6	6	Support	CUPE
Engine Operator 4th Class	1	6	Support	CUPE
Environmental Services Worker	60	6	Support	CUPE
HVAC Engine Operator 4	1	6	Support	CUPE
Information System Technician	1	6	Health Care	CUPE
Laundry Washer	2	6	Support	CUPE
Laundry Worker	8	6	Support	CUPE
Maintenance Worker 1	1	6	Support	CUPE
Maintenance Worker 3	4	6	Support	CUPE
OR CSPD Supply Tech	1	6	Support	CUPE
OR/CSPD Technician	1	6	Support	CUPE
Plumber	1	6	Support	CUPE
Porter	3	6	Support	CUPE
Senior Cook	5	6	Support	CUPE
Systems Educator	2	6	Health Care	CUPE
Utility Worker Food & Nutrition	7	6	Support	CUPE

Cook	2	6	PHAS	NSGEU
Housekeeping Aide	3	6	PHAS	NSGEU
Maintenance Worker	1	6	PHAS	NSGEU
Coordinator Information	2	7	Health Care	CUPE
Misc Support Worker	39	7	Health Care	CUPE
3rd Std Cert Stationary Engineer	6	7	Support	Unifor
4th Std Cert Stationary Engineer	6	7	Support	Unifor
Carpenter	1	7	Support	Unifor
Cashier	2	7	Support	Unifor
Chief Engineer Lead Hand	1	7	Support	Unifor
Combo Worker	25	7	Support	Unifor
Cook	9	7	Support	Unifor
Cook 2	3	7	Support	Unifor
Cook's Helper	8	7	Support	Unifor
Diet Aide	11	7	Support	Unifor
Electrician	1	7	Support	Unifor
Journeyman Cook	1	7	Support	Unifor
Journeyman Plumber	1	7	Support	Unifor
Laundry Washer	2	7	Support	Unifor
Laundry Worker 2	3	7	Support	Unifor
Maintenace Security/Watchman	10	7	Support	Unifor
Maintenance Worker 3A	10	7	Support	Unifor
Painter Plasterer	1	7	Support	Unifor
Porter	4	7	Support	Unifor
Utility Worker Food & Nutrition	24	7	Support	Unifor
Utility Worker Laundry/Housekeeping	76	7	Support	Unifor
Coordinator Information	2	8	Clerical	CUPE
Coordinator Telecommunications	1	8	Clerical	CUPE
Maintenance Planner	1	8	Clerical	CUPE
Transportation Driver	1	8	Clerical	CUPE
Biomedical Engineer	4	8	Health Care	Unifor
Biomedical Engineer Non-Certified	3	8	Health Care	Unifor
Carpenter	9	8	Support	Unifor
Cashier	9	8	Support	Unifor
Cook	7	8	Support	Unifor
Cook 2	10	8	Support	Unifor
Cook 3	15	8	Support	Unifor
Cook's Helper	12	8	Support	Unifor
Coordinator Application	1	8	Health Care	Unifor
Electrical Technologist	1	8	Support	Unifor
Electrician	6	8	Support	Unifor
Electromechanical Technician	2	8	Support	Unifor
Food Services Driver	3	8	Support	Unifor
Laundry Van Driver	3	8	Support	Unifor
Laundry Washer	9	8	Support	Unifor

Laundry Worker	30	8	Support	Unifor
Linen Transporter	5	8	Support	Unifor
Maintenance Worker 1	9	8	Support	Unifor
Maintenance Worker 2	15	8	Support	Unifor
Manager Maintenance	1	8	Support	Unifor
Millwright	1	8	Support	Unifor
Night Watchman	3	8	Support	Unifor
Painter Plasterer	2	8	Support	Unifor
Plant Engineer	1	8	Support	Unifor
Plumber	6	8	Support	Unifor
Porter	40	8	Support	Unifor
Power Engineer 2nd Class	3	8	Support	Unifor
Power Engineer 3rd Class	7	8	Support	Unifor
Power Engineer 4th Class	16	8	Support	Unifor
Sheet Metal Worker	1	8	Support	Unifor
Transportation Driver	1	8	Health Care	Unifor
Utility Worker Environment	194	8	Support	Unifor
Utility Worker Food & Nutrition	126	8	Support	Unifor
2nd Class Refrigeration Maintenance	1	9	Support	NSGEU
2nd Class Stationary Engineer	16	9	Support	NSGEU
3rd Class Stationary Engineer	21	9	Support	NSGEU
Air Conditioning Refrigeration Technician	4	9	Support	NSGEU
Bartender Veterans Pub	2	9	Support	NSGEU
Biomedical Engineering Tech	25	9	Health Care	NSGEU
Bus Driver	2	9	Support	NSGEU
Carpenter	8	9	Support	NSGEU
Carpenter Lead Hand	1	9	Support	NSGEU
Chief Dialysis Technologist	1	9	Health Care	NSGEU
Computer Services Officer 2C	8	9	Health Care	NSGEU
Computer Services Officer B	6	9	Health Care	NSGEU
Computer Services Officer C	1	9	Health Care	NSGEU
Controls Technician	4	9	Support	NSGEU
Controls Technician in Training	2	9	Support	NSGEU
CSR Utility NSH PIO	1	9	Support	NSGEU
Data/Business Analyst - Pathology Informatics	2	9	Health Care	NSGEU
Electrician	15	9	Support	NSGEU
Electronics Engineering Tech B	1	9	Health Care	NSGEU
Electronics Engineering Tech C	2	9	Health Care	NSGEU
Electronics Engineering Tech D	5	9	Health Care	NSGEU
Environmental Technologist	4	9	Health Care	NSGEU
Equipment Maintenance Tech	8	9	Support	NSGEU
Food Production Worker	27	9	Support	NSGEU
General Worker	5	9	Support	NSGEU
Industrial Mechanic/Millwright	2	9	Support	NSGEU
Information Processing Tech A	5	9	Health Care	NSGEU

Information Processing Tech B	2	9	Health Care	NSGEU
Information Processing Tech D	1	9	Health Care	NSGEU
Journeyman Cook	13	9	Support	NSGEU
Laundry Team Lead	1	9	Support	NSGEU
Laundry Worker	8	9	Support	NSGEU
Laundry Worker B	39	9	Support	NSGEU
Maintenance Worker	27	9	Support	NSGEU
Mechanical Tech 2	2	9	Health Care	NSGEU
Medical Physics Assistant 2	1	9	Health Care	NSGEU
Orthotics Prosthetics Tech	9	9	Health Care	NSGEU
Orthotics Prosthetics Technical Assistant	2	9	Support	NSGEU
Othotics Prosthetics Technician 1 Unregistered	1	9	Health Care	NSGEU
Painter	7	9	Support	NSGEU
Patient Attendant	101	9	Health Care	NSGEU
Patient Sitter	3	9	Support	NSGEU
Plumber	7	9	Support	NSGEU
Porter	154	9	Support	NSGEU
Refrigeration Maintenance	2	9	Support	NSGEU
Renal Assistant	24	9	Health Care	NSGEU
Restaurant Worker	62	9	Support	NSGEU
Senior Computer Operator	1	9	Health Care	NSGEU
Senior Equipment Repair Tech 1	1	9	Health Care	NSGEU
Sheet Metal Worker	1	9	Support	NSGEU
Short Order Cook	79	9	Support	NSGEU
SPD Aide	6	9	Health Care	NSGEU
SPD Team Lead	2	9	Health Care	NSGEU
Steam Fitter Welder	1	9	Support	NSGEU
Sterile Processing Technician	105	9	Health Care	NSGEU
Sterile Processing Technician in Training	15	9	Health Care	NSGEU
Sterile Processing Technician Staff Developer	1	9	Health Care	NSGEU
Technical Support Representative Level 1	45	9	Health Care	NSGEU
Technical Support Representative Level 2	3	9	Health Care	NSGEU
Telehealth Analyst	1	9	Health Care	NSGEU
Unit Aide	232	9	Health Care	NSGEU
Utility Worker	335	9	Support	NSGEU
Utility Worker Food & Nutrition	323	9	Support	NSGEU
Utility Worker Lead Hand	11	9	Support	NSGEU
Utility Worker SPD	19	9	Support	NSGEU
Wheelchair Service Technician	3	9	Support	NSGEU
Total Employees	3,689			

Schedule 8 – New Interim Order

HEALTH AUTHORITIES ACT, S.N.S. 2014, c. 32

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 8920
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
NOVA SCOTIA NURSES' UNION
UNIFOR, Locals 4600, 4603 and 4606

UNIONS

SOUTH SHORE DISTRICT HEALTH AUTHORITY
SOUTH WEST NOVA DISTRICT HEALTH AUTHORITY
ANNAPOLIS VALLEY DISTRICT HEALTH AUTHORITY
COLCHESTER EAST HANTS HEALTH AUTHORITY
CUMBERLAND HEALTH AUTHORITY
PICTOU COUNTY HEALTH AUTHORITY
GUYSBOROUGH ANTIGONISH STRAIT HEALTH AUTHORITY
CAPE BRETON DISTRICT HEALTH AUTHORITY
CAPITAL HEALTH AUTHORITY
IZAAK WALTON KILLAM HEALTH CENTRE

EMPLOYERS

ATTORNEY GENERAL OF NOVA SCOTIA

ATTORNEY GENERAL

WHEREAS effective April 1, 2015 the *Health Authorities Act*, S.N.S. 2014, c. 32, establishes as a body corporate a health authority for the Province (the "provincial health authority") that displaces the South Shore District Health, South West Nova District Health Authority, Annapolis Valley District Health Authority, Colchester East Hants Health Authority, Cumberland Health Authority, Pictou County Health Authority, Guysborough Antigonish Strait Health Authority, Cape Breton District Health Authority and Capital District Health Authority (collectively the "district health authorities") and designates the IWK Health Centre a second health authority;

AND WHEREAS sections 81 through 104 of the *Health Authorities Act* provide for mediated negotiations and arbitration to resolve labour relations issues related to the provincial health authority becoming a successor employer to the district health authorities until such time after April 1, 2015 when a collective agreement is concluded for each bargaining unit;

AND WHEREAS the Unions and the Employers agreed to the appointment of Mr. James E. Dorsey, Q.C., as Mediator-Arbitrator;

AND WHEREAS the Minister of Health and Wellness appointed Mr. Dorsey on October 9, 2014 as Mediator-Arbitrator pursuant to the *Health Authorities Act*;

AND WHEREAS the Unions and the Employers engaged in mediated negotiations before proceeding to arbitration which determined some, but not all, of the interrelated issues as reported in a decision dated January 17, 2015;

AND WHEREAS an endorsed certified copy of an interim order dated January 18, 2015 was forwarded to a prothonotary of the Supreme Court of Nova Scotia;

AND WHEREAS a continuation of arbitration hearing was held from February 2 to 6, 2015 to hear submissions in respect of unresolved matters;

AND WHEREAS at the continuation of hearing there were agreed amendments to the ordered process for determining employees' integrated seniority and resolving any disputes over employees' integrated seniority and the ordered collective agreement coverage protocol;

AND WHEREAS the final job classification composition and the number of unionized employees in classification positions in each of the eight bargaining units has been determined in accordance with the attached decision;

AND WHEREAS the majority wishes of the employees in classification positions in each health care bargaining unit has been determined;

IT IS HEREBY ORDERED IN THE INTERIM:

1. The order dated January 18, 2015 is hereby revoked.
2. The integration of seniority of unionized employees in each bargaining unit effective April 1, 2015 and the process for determining employees' integrated seniority and resolving any disputes over employees' integrated seniority shall be in accordance with Schedule 1 in the attached decision.
3. Effective April 1, 2015 the collective agreements pertaining to employees in each bargaining unit shall be in accordance with the protocol in Schedule 2 in the attached decision.
4. Effective April 1, 2015, the appropriate bargaining units for both the provincial health authority and IWK Health Centre shall be a nursing bargaining unit, a health care bargaining unit, a clerical bargaining unit and a support bargaining unit as described in section 90(1) of the *Health Authorities Act* and the classification position composition of each unit shall be as determined in Schedules 3 to 7 in the attached decision.
5. Effective April 1, 2015 the Nova Scotia Government and General Employees' Union shall be the exclusive bargaining agent for the employees in the health care bargaining unit of the provincial health authority and the employees in the health care bargaining unit of IWK Health Centre.

February 19, 2015, NORTH VANCOUVER, BRITISH COLUMBIA

James E. Dorsey, Q.C
Mediator-Arbitrator