

INTEREST ARBITRATION

BETWEEN:

REVERA INC.
(RIVERBEND RETIREMENT RESIDENCE)
(the “Employer”)

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES
ON BEHALF OF LOCAL 047, CHAPTER 042
(the “Union”)

by the Public Emergency Tribunal with respect to the terms of agreement for all employees in the bargaining unit at the Riverbend Retirement Residence in effect from January 1, 2012 to December 31, 2014.

AWARD

Before. D.P. Jones, Q.C.

Appearances for the Union

William Rigutto. Counsel
Dale Perry. Negotiator
Kevin Davediuk. Witness
Tom Fuller. Witness
Nida Tobias. Witness
Marilyn Calica. Witness

Appearances for the Employer

Hugh J. D. McPhail, Q.C.. Counsel
Lee Stowell. Regional Director of Labour Relations
Lisa Kachur. Vice President, Operations–Retirement (West),
Witness
Joanne Dykeman. Witness

Heard at Edmonton, Alberta on September 5, 11, 12 and 13, 2012.

Award issued at Edmonton, Alberta on October 15, 2012.

Corrections issued to pages 42, 48 and 49 on October 18, 2012.

BACKGROUND

(a) Description of the Riverbend Retirement Residence

Revera Inc. is one of the larger private for-profit providers of retirement, nursing home and long-term care services in Canada. It operates the Riverbend Retirement Residence in southwest Edmonton.

The Riverbend Retirement Residence has 135 suites. Ninety-nine of these suites are currently designated as “private access/independent living” which means that the residents themselves pay for the entire cost of their suites. In addition to the cost of their suites, they may receive various services which are organized by the Residence, such as meals; housekeeping and laundry; a hair salon; organized recreation and leisure programs; supervised administration of medication; foot care; an in-house physician’s office; and an RN and LPN who are on duty 24 hours a day. Some residents personally pay for these services; others receive some of these services through Alberta Health Services’ home support funding. Thirty-two of the suites are Designated Assisted Living units, which means that Alberta Health Services provides a subsidy for the unit and some of the services provided to those residents. Four of the units are Enhanced Designated Assisted Living units, whose residents require greater care and receive greater governmental financial support for the services provided to them. The third floor of the Residence has a dementia unit which is occupied by approximately 48 residents.

(b) *The Bargaining Unit and Negotiating history*

AUPE is the certified bargaining agent for approximately 80 employees at the Riverbend Retirement Residence. The employees in the bargaining unit include 9 Licensed Practical Nurses (LPNs), 45 Health Care Aides (HCAs), and various members of the support staff such as cooks, a dietary aide, housekeepers, angels/companions, an activities aide/bus driver, maintenance workers, and a receptionist.

AUPE and Revera are in the process of negotiating the first collective agreement for the bargaining unit. AUPE served notice to bargain on August 19, 2011. Bargaining sessions took place on January 4, 5, 6, 16 and 17 and February 6 and 21. The parties reached agreement on a number of issues, but reached an impasse on monetary issues. The Union applied for mediation under section 65 of the *Labour Relations Code*, but unfortunately mediation could not take place in a timely manner. On May 3, 2012, the Union submitted an application for a Board-supervised strike vote, which occurred on May 22, 2012 when a significant majority of the Union voted in favour of strike action. On June 1, 2012, the Union served notice of a strike to commence on June 5, 2012; and the Employer subsequently provided notice of a lock out. A lengthy work stoppage ensued. On July 31 and August 1, 2012, the parties unsuccessfully met with the Director of Mediation Services, tabled some revised proposals, but were unable to reach an agreement. On August 14, 2012, the Honourable David Hancock, Minister of Human Services, issued Ministerial Order 2012-083 creating this Public Emergency Tribunal to end the strike/lockout and resolve the dispute.

The Tribunal heard submissions from the parties on September 5, 11, 12 and 13, 2012.

ITEMS AGREED TO BY THE PARTIES

This Award incorporates all of the items which have previously been agreed to by the parties.¹

OUTSTANDING ITEMS

The following items are outstanding:

ITEM A: Article 1—Term of the Agreement

ITEM B: Article 12—Overtime

ITEM C: Article 13—Salaries

ITEM D: Article 14—Shift Premiums

ITEM E: Article 17—Named Holidays

ITEM F: Article 18—Annual Vacation

ITEM G: Article 19—Sick Leave

1. The Purpose and Preamble, and Articles 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 34, and Letter of Understanding Re: Social Club.

ITEM H: Article 22—Temporary Employees

ITEM I: Article 23—Casual Employees

ITEM J: Article 29—Temporary Assignments

ITEM K: Article 31—Benefits

ITEM L: Article 33—Retirement Savings Plans

ITEM M: Salary Schedule “A”

ITEM N: Retroactivity

PRINCIPLES APPLICABLE TO INTEREST ARBITRATIONS

Section 113 of the *Labour Relations Code* gives the Minister authority to establish a Public Emergency Tribunal to make an award that is binding on the parties:

Public Emergency Tribunal

- 113(1) As a procedure or part of a procedure to settle a dispute under section 112, the Minister may establish a public emergency tribunal in accordance with Division 20.
- (2) After making full inquiry, and if the dispute has not been settled by agreement on or before a date fixed by the Minister, the public emergency tribunal shall (a) make its award, which shall deal with each item in dispute, and (b) forward a copy of the award to both parties to the dispute and to the Minister.

- (3) The award of a public emergency tribunal is binding on the parties to the dispute and shall be included in the terms of a collective agreement.

However, section 113 does not contain criteria to be taken into account in making such an award. Both parties agree that the process of interest arbitration is intended to replicate the solution that the parties themselves would have arrived at had they pursued the collective bargaining process to its conclusion (including the right to strike and lock out), and that notions of social justice or fairness are not to be substituted for market and economic realities.² Both parties also agree that the replication principle would include the factors contained in section 101 of the *Labour Relations Code* to be taken into account by compulsory arbitration boards:

Matters to be considered

- 101 To ensure that wages and benefits are fair and reasonable to the employees and employer and are in the best interest of the public, the compulsory arbitration board
- (a) shall consider, for the period with respect to which the award will apply, the following:
- (i) wages and benefits in private and public, and unionized and non-unionized, employment;
- (ii) the continuity and stability of private and public employment, including
- (A) employment levels and incidence of layoffs,
- (B) incidence of employment at less than normal working hours, and

2. See *University of Toronto (Governing Council) and University of Toronto Faculty Association* (2006), 148 L.A.C. (4th) 193 (Winkler, Sack, Bertuzzi); *Board of School Trustees, School District 1 (Ferney) and Ferney District Teachers' Association* (1982), 8 L.A.C. (3d) 157 (Dorsey); *Halifax Regional Municipality and Halifax Regional Professional Fire Fighters Association, I.A.F.F., Local 268* (1998), 71 L.A.C. (4th) 129 (Kuttner, Hayes, McDougall).

- (C) opportunity for employment;
 - (iii) the general economic conditions in Alberta,
- and
- (b) may consider, for the period with respect to which the award will apply, the following:
 - (i) the terms and conditions of employment in similar occupations outside the employer's employment taking into account any geographic, industrial or other variations that the board considers relevant;
 - (ii) the need to maintain appropriate relationships in terms and conditions of employment between different classification levels within an occupation and between occupations in the employer's employment;
 - (iii) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered;
 - (iv) any other factor that it considers relevant to the matter in dispute.

ITEM A
ARTICLE 1—TERM OF THE AGREEMENT

Decision

The parties have agreed to a three year term. Accordingly, Article 1 will read as follows:

ARTICLE 1

Term of Collective Agreement

1.01 Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from January 1, 2012, up to and including December 31, 2014 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.

1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.

1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

ITEM B
ARTICLE 12—OVERTIME RATES

Union's Proposal

Time-and-a-half to apply for the first two hours of overtime; double time to apply for any overtime thereafter.

Overtime to be able to be accumulated and banked.

Employer's Proposal

Time-and-a-half for all overtime hours.

No accumulation or banking of overtime.

Submission by the Union

The Union provided a table listing the overtime provisions for 18 for-profit and non-profit employers, and submitted that most of the other collective agreements provided for equal or superior overtime rates to those which it proposes.

The Union also proposed that accumulated overtime could be banked to March 31st and by mutual agreement could be used prior to that date or carried over to future years.

Submission by the Employer

The Employer noted that all overtime at Riverbend is currently paid at time-and-a-half, which is the same rate as at its Churchill and Meadowlands residences.

The Employer noted that its year end is December 31st, so if any banking were allowed it should be by reference to that date in order to avoid its needing to make an accrual on its financial statements.

Discussion

I am satisfied that the comparables justify double time after two hours of overtime, and that banking of overtime is appropriate (but the banking period should be co-extensive with the Employer's December 31st financial period).

Decision

Effective 1 January 2013, Article 12 will read as follows:

ARTICLE 12

Overtime

12.01 Overtime Defined

Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly per pay period. The overtime rate is:

(a) effective 1 January 2012: one and one-half times (1 1/2X) the applicable basic hourly rate for all overtime hours worked;

(b) effective 1 January 2013: one and one-half times (1 1/2X) the applicable basic hourly rate for the first two (2) hours of overtime worked and two times (2X) the applicable basic hourly rate thereafter.

Overtime shall be on a voluntary basis.

12.02 Part-time employees who are regularly scheduled to work less than seventy-five (75) hours in a bi-weekly pay period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the bi-weekly pay period or in excess of seven point five (7.5) hours in a day.

12.03 An employee who is absent on paid time during his/her scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the

purpose of computing overtime pay, be considered as if he/she had worked during his regular hours during such absence.

- 12.04 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by December 31st in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to December 31st and shall not be unreasonably denied.
- 12.05 In the Event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee.

ITEM C
ARTICLE 13—SALARIES

During the mediation session on August 1, 2012, the Employer accepted the Union's proposed wording, with the result that Article 13 will read as follows:

ARTICLE 13

Salaries

- 13.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 13.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 13.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
 - (a) Full-time, Part-time and Casual Employees in General Support Classifications upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid, exclusive of overtime hours.
 - (b) Full-time, Part-time and Casual Employees hired as Health Care Aide and Licensed Practical Nurse upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid, exclusive of overtime hours.
- 13.04 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
 - (b) Previous experience will be recognized in complete yearly units of one thousand nine hundred fifty (1950) hours.

- 13.05 When an Employee transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to had she been on the lower rated classification from commencement of employment.
- 13.06 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.
- 13.07 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 13.08 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

ITEM D
ARTICLE 14—SHIFT PREMIUMS

Union's Proposal		Employer's Proposal	
<u><i>LPNS and HCAs</i></u>	<u><i>Per Hour</i></u>	<u><i>LPNS and HCAs</i></u>	<u><i>Per Hour</i></u>
- Evenings:	1.75	- Evenings:	1.00
- Nights:	2.25	- Nights:	1.25
- Weekend days:	1.75	- Weekend days:	1.00
- Weekend evenings:	2.75	- Weekend evenings:	1.75
- Weekend nights:	3.75	- Weekend nights:	2.75
 <u><i>All other classifications</i></u>		 <u><i>All other classifications</i></u>	
- Evenings and nights:	1.25	- No shift premiums	
- Weekends:	1.75		

Discussion

For LPNs and HCAs, the Employer at Churchill is already paying the premiums proposed by the Union, which are lower than those being paid at some of the other facilities.

The justification for shift premiums applies to other classifications, which receive shift premiums at a number of other facilities.

Decision

With effect from 1 January 2012, I accept the Union's proposed shift premiums for LPNs and HCAs.

With effect from 1 January 2013, I accept the Union's proposed shift premiums for all other classifications, with the proviso that the evening premium will only be payable starting from 1900 hours.

Accordingly, Article 14 will be worded as follows:

ARTICLE 14

Shift Premiums

Effective 1 January 2012:

- 14.01 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekday (Mon-Fri) Premiums
- (a) In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked on the evening shift (1500 – 2300).
 - (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked on the night shift (2300 - 0700).
- 14.02 Licensed Practical Nurses (LPN) & Health Care Aide (HCA) Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums
- (a) In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked on the day shift (0700 - 1500).
 - (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and seventy-five cents (\$2.75) per hour for all hours worked on the evening shift (1500 - 2300).
 - (c) In addition to their regular rate of pay, Employees shall be paid a premium of three dollars and seventy-five cents (\$3.75) per hour for all hours worked on the night shift (2300 - 0700).

Effective 1 January 2013:

14.03 All other Employee Classification Weekday (Mon-Fri) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between (1900 – 0700).

14.04 All other Employee Classification Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 0001Hrs Saturday and 2359Hrs Sunday.

ITEM E
ARTICLE 17—NAMED HOLIDAYS

Union's Proposal

New Year's Day *Labour Day*
Alberta Family Day *Thanksgiving Day*
Good Friday *Remembrance Day*
Victoria Day *Christmas Day*
Canada Day

August Civic Holiday (effective 1 January 2013)

Boxing Day (effective 1 January 2014)

Employer's Proposal

New Year's Day *Labour Day*
Alberta Family Day *Thanksgiving Day*
Good Friday *Remembrance Day*
Victoria Day *Christmas Day*
Canada Day

Discussion

Although the Employer is only proposing nine named holidays to be included in the collective agreement, its current practice has been to provide 10, which also accords with the provisions in the collective agreement at Churchill. The collective agreement at the Employer's McKenzie Towne Retirement Residence in Calgary provides for 11 named holidays, as do virtually all of the other collective agreements to which reference has been made (and some also include Easter Monday).

Apart from the number of named holidays, the parties agree with the rest of the wording of Article 17.

Decision

I accept the Union's proposal.

Accordingly, Article 17 will read as follows:

ARTICLE 17

Named Holidays

17.01 The following are the Named Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	
August Civic Holiday (Effective Jan 1, 2013)	
Boxing Day (Effective Jan 1, 2014)	

17.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) work on the holiday when scheduled.

17.03 Regular Full-time Employees and Regular Part-time Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee and Regular Part-time Employees required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) the basic rate of pay, plus:

- (a) the Employee may request payment for such day at the basic rate of pay; or
- (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or
- (c) failure to mutually schedule the lieu day will result in the Employer paying an additional day.

- 17.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's and Regular Part-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 17.03 above.
- 17.05 When a Named Holiday falls during a Full-time Employee's and Regular Part-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 17.03 above.
- 17.06 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of fifteen (15) days;
- 17.07 Nothing in this Article shall prevent the Employee and the Employer from agreeing to any combination of time and one half plus a day in lieu or a day's pay and time and one half in lieu for Full-time Employees and Regular Part-time Employees who work on any of the paid holidays in Clause 17.01.
- 17.08 All attempts will be made to ensure that if a person worked Christmas day, they will have New Year's day off. All attempts will be made to alternate Christmas day and New Year's day from year to year. The Employer will endeavor to accommodate all requests in a fair and equitable manner.

ITEM F
ARTICLE 18—ANNUAL VACATION

On examining the parties' respective proposals at the hearing, it became clear that their proposals were very similar. The Employer's proposal was slightly better, in that it proposed four weeks' vacation starting in the eighth year of employment (versus starting in the ninth year of employment under the Union's proposal), but the Employer proposed only making the provision effective as of 1 January 2014 (versus the Union's proposal that it become effective immediately). Except for the proposed delayed effective date, the Employer's proposal replicates the vacation entitlement provisions which are already in effect in the Churchill agreement.

Union's Proposal

Increased vacation to be effective immediately

Employer's Proposal

*Increased vacation to be effective as of
1 January 2014*

Decision

The increased vacation provision shall be effective as of 1 January 2013.

ARTICLE 18

Annual Vacation

18.01 For the purpose of this Article, "Vacation" means vacation with pay.

18.02 *Effective 1 January 2013:*

Vacation Entitlement for Full-time Employees and Regular Part-time Employees, during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:

- (a) During the first (1st) through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or seventy-five (75) hours and four percent (4%) of gross earnings;
- (b) During each of the fifth (5th) through seventh (7th) years of employment, an Employee earns a vacation entitlement of three (3) weeks or one hundred and twelve point five (112.5) hours and six percent (6%) of gross earnings;
- (c) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks or one hundred and fifty (150) hours and eight percent (8%) of gross earnings;

18.03 Regular Part-time Employees shall be paid the appropriate percentage of gross earnings provided in Clause 18.02 on the second pay period in June.

18.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff;
- (b) on unpaid absence during which she is in receipt of WCB benefits;
- (c) on leave of absence in excess of fifteen (15) calendar days for any reason.

18.05 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15th to May 15th of each year. Where an Employee submits her vacation preference by May 15th of that year, approval shall be granted in writing by order of seniority by June 1st of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from June 1st to May 31st.

When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

18.06 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

18.07 The Employer shall advise an Employee of her accrued vacation entitlements on her biweekly pay stub.

18.08 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at her basic rate of pay for all vacation earned.

ITEM G
ARTICLE 19—SICK LEAVE

Union’s Proposal

Employer’s Proposal

Annual sick leave entitlement:

- Effective 1 January 2012, 12 days for full-time employees, 8 days for regular part-time employees.

- No carry over of unused days to the next year.

Notice requirement: 2 hours before start of shift.

Annual sick leave entitlement:

- Effective 1 January 2012: 6 days for full-time employees, 3 days for regular part-time employees

- Effective 1 January 2013: 7 days for full-time employees, 5 days for regular part-time employees

- Effective 1 January 2014: 8 days for full-time employees, 5 days for regular part time employees.

Notice requirement: 4 hours before start of shift.

Discussion

The Employer’s proposal for 2013 and 2014 is less than what it currently provides under the Churchill collective agreement (which provides 10 sick leave days for full-time employees for 2013, which is then end-year covered by that collective agreement). The Union’s proposal is in line with the sick leave provided at other facilities (some of which permit significantly greater accumulation of sick leave).

Decision

Article 19 will read as follows:

ARTICLE 19

Sick Leave

19.01 Sick leave is for the sole purpose of protecting full-time and regular part-time employees from loss of income when legitimately absent due to a non-occupational illness or disability.

19.02 **Effective January 1, 2013:**

Full-time Employees who have completed their probationary period shall be credited with ten (10) sick leave days and Part-time Employees who have completed their probationary period shall be credited with seven (7) sick leave days per year. Full-time employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point eight three (0.83) days per month worked to a maximum of ten (10) working days per year. Regular part-time employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point five eight (0.58) days per month worked to a maximum of seven (7) working days per year. There will not be any carry over of unused sick days to the next year.

Effective January 1, 2014:

Full-time Employees who have completed their probationary period shall be credited with twelve (12) sick leave days and Part-time Employees who have completed their probationary period shall be credited with eight (8) sick leave days per year. Full-time employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of one (1.0) day per month worked to a maximum of twelve (12) working days per year. Regular part-time employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point sixty six (0.66) days per month worked to a maximum of eight (8) working days per year. There will not be any carry over of unused sick days to the next year.

19.03 Subject to the above, Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

- 19.04 Wage replacement will commence upon the first (1st) day of illness or disability.
- 19.05 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall with the approval of the Employer be placed on leave of absence without pay provided the illness is verifiable.
- 19.06 Any eligible employee claiming sick leave under this Article shall notify the Employer at least three (3) hours before the employee would normally report for work. It is understood that the employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days and may be required on the first (1st) day of illness or disability.
- 19.07 As per article 23.10, Casual employees will not be entitled to sick leave.

ITEM H
ARTICLE 22—TEMPORARY EMPLOYEES

Union’s Proposal

Health Plan benefits to be made available to temporary employees after the completion of six months of continuous service and whose regular hours of work exceed 15 hours per week averaged over one complete cycle of the shift schedule.

Employer’s Proposal

Health Plan benefits not made available to temporary employees.

Discussion

The collective agreement at Churchill contains the provision which the Union is proposing.

Decision

Article 22 will read as follows:

ARTICLE 22

Temporary Employees

22.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.

22.02 Employee Health Benefits Plan

The provisions of Article 31, Employee Health Benefits Plan, shall apply to Temporary Employees after the completion of six (6) months of continuous services, and whose regular hours of work exceed fifteen (15) hours per week averaged over one complete cycle of the shift schedule.

22.03 Layoff and Recall

A Temporary Employee shall not have the right to grieve when no longer required in the temporary position, or upon expiry of the temporary position.

ITEM J
ARTICLE 23—CASUAL EMPLOYEES

The parties agreed to the wording of Article 23, but did not sign it off.

Article 23 will read as follows:

ARTICLE 23

Casual Employees

- 23.01 All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Article.
- 23.02 No Casual Employee shall be scheduled except with her consent.
- 23.03 A Casual Employee who has provided the Employer with her availability and who does not accept shifts for a two (2) consecutive months will be terminated due to position abandonment.
- 23.04 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid three (3) hours at the basic rate of pay. The Employer may require the Employee to perform work during that time.
- 23.05 A Casual Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) her basic rate of pay for all hours worked.
- 23.06 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay on each bi-weekly pay period.
- 23.07 Appointments, Transfers and Promotions
 - (a) Subject to the criteria established in Article 10 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

- (b) All internal applicants for a posted transfer, promotion and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.

23.08 Casual Employees do not accrue seniority.

23.09 The Layoff and Recall provisions do not apply to Casual Employees.

23.10 Regular hours of work for a Casual Employee are up to seven point five (7.5) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven point five (7.5) hours in a day, exclusive of meal periods or seventy-five (75) hours in a bi-weekly pay period.

22.11 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, and Benefits.

ITEM K
ARTICLE 29—TEMPORARY ASSIGNMENTS

Union's Proposal

Responsibility pay of \$1.25 per hour where an LPN assumes responsibility in the absence of the Manager.

\$5.00 per shift where an HCA is assigned by the Employer to administer medications.

Employer's Proposal

Neither should be included in the collective agreement.

Discussion

The Churchill collective agreement does not contain either of these provisions.

The Employer submits that responsibility pay is not required because there is always an RN either present or on call who is responsible for the facility.

However, the Employer at Riverbend currently does pay \$5 per shift to HCAs who are assigned to administer medications, although the Employer submits that in many cases nothing more is required than simply providing a pre-packaged set of medications to the resident.

Decision

The following provision will be included in the collective agreement:

ARTICLE 29

Administration of Medications by Health Care Aides

29.01 A Health Care Aide assigned by the Employer to administer medications shall receive an additional five dollars (\$5.00) per shift.

The Employer reserves the right to determine which Employees will administer medications and will give consideration to those Employees who express interest in participation in this program.

ITEM K
ARTICLE 31—BENEFITS

Union’s Proposal

- *life insurance and accidental death and dismemberment insurance equal to 1.5 times regular annual basic earnings*
- *dental plan providing 100% reimbursement of eligible basic services, 50% reimbursement of eligible extensive services to a maximum of \$2,500 per participant per benefit year, and 50% reimbursement of eligible orthodontic services to a maximum of \$3,000 per participant per benefit year.*
- *health benefit plan including coverage for medical services, supplies and products, a prescription drug plan providing a direct bill card for 80% payment provision for all physician or dentist prescribed medication, and paramedical coverage of \$400 per practitioner per year*
- *Employer to pay 70% of the premiums.*

Employer’s Proposal

- *life insurance of \$10,000 for each employee, premium paid 100% by Employer*
- *a dental plan providing for 100% reimbursement for basic dental services, based on the prior year’s dental fee guide, with the Employer paying 70% of the costs for eligible full-time employees and 50% of the costs for eligible part-time employees.*
- *a major medical plan with a lifetime maximum of \$25,000 per person, 100% reimbursement with no deductible for hospital or out-of-country emergency expenses, annual deductible of \$15 per person or family for all other eligible expenses, 80% reimbursement after the deductible for all other eligible expenses, Employer to pay 70% of the costs for eligible full-time employees and 50% of the costs for eligible part-time employees.*

Discussion

The current benefit package for hourly employees dates from March 2006.³ It includes some coverage for prescribed drugs, the services of a clinical psychologist and a naturopath. It refers to three specific policies provided by Manulife.

3. The current benefit highlights are contained at Tab 4 of the Employer’s submission.

The Union refers to a number of collective agreements at other facilities (including Revera's facilities at Jasper Place/Miller Crossing/South Terrace) which provide for benefits which are equal to or superior to those which it is proposing.

The Employer refers to the collective agreement at the Employer's Meadowlands Retirement Residence which contains benefit provisions which are identical to those being proposed by the Employer. The Churchill collective agreement appears to contain similar benefits, although it provides for \$30,000 life insurance coverage.

Decision

The collective agreement will contain the following provision, effective January 1, 2013:

ARTICLE 31

Benefits

- 31.01 Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits plans. Regular Employees who are not enrolled in the benefit plans as of January 1, 2013 will have sixty (60) days from January 1, 2013 to join the benefit plans.
- 31.02 The Employer's existing benefit plans will continue in effect until December 31, 2012.

Effective January 1, 2013, the Employer will provide the following benefit plans:

- (a) A Health Benefit Plan which provides for (i) reimbursement for eighty percent (80%) for all medications and supplies prescribed by a physician or dentist, and (ii) reimbursement for services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, and psychologist, to an annual maximum of \$250 per type of paramedic practitioner. Benefit coverage will cease on the earlier of termination of employment or retirement.

- (b) A Dental Plan which provides one hundred percent (100%) reimbursement of eligible basic services (including maintenance check ups, fillings, x-rays, oral surgery, endodontics, periodontics and denture repairs), with the fees to be determined in accordance with the current-year Alberta Dental Fee Guide and fee schedule. Benefit coverage will cease on the earlier of termination of employment or retirement.
 - (c) Group life insurance and accidental death and dismemberment insurance, each in the amount of \$30,000. Benefit coverage will cease on the earlier of termination of employment or attaining the age of 65.
- 31.03 The Employer shall pay seventy percent (70%) and the Employee shall pay thirty percent (30%) of the premiums for the benefits plans.
- 31.04 The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.
- 31.05 The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

ITEM L
PROPOSED ARTICLE 33—RRSPs

Union's Proposal

Effective January 1, 2013, the Employer to establish a voluntary group RRSP for full-time and regular part-time employees, with the Employer making matching contributions of 3% per hour worked up to a maximum of 3% of earnings.

Employer's Proposal

No RRSP.

Discussion

The Union submits that virtually all of the collective agreements it has referred to (including Revera's at Jasper Place/Miller Crossing/South Terrace) contain similar or superior provisions. The exceptions are Churchill, Hong Lok and Agecare Valleyview.

Decision

No group RRSP.

ITEM M
SALARY SCHEDULE “A”

The current salary schedule

The current salary schedule is Schedule “A” which was in effect at December 31, 2010, and provides as follows

Current salary schedule

Step	1	2	3	4	5	6	7	8	9
Hours	Start	451	1951	3901	5851	7801	9751	11701	13651 +
Health Care Aide	15.83	16.33	17.30	17.88	18.18	18.47	19.94		
Licensed Practical Nurse	22.44	23.11	23.81	24.28	24.77	25.26	25.77	26.28	26.79

General Support Services

	Start	1
Hours	0-450	451+
Cook	15.00	17.35
Senior Cook		18.50
Dietary Aide (Dining Rm)	12.00	13.50
Housekeeper/Angel Companions	13.00	13.39
Maintenance	15.00	18.39
Activities Aide/Bus Driver	11.00	15.45
Receptionist/Front desk	12.00	14.00

The Union's proposal⁴

Step	1	2	3	4	5	6	7	8	9
Hours	Start	451	1951	3901	5851	7801	9751	11701	13651+
Health Care Aide									
January 1, 2012	16.35	16.86	17.63	18.30	18.90	19.32	20.51	21.05	
January 1, 2013	17.08	17.62	18.42	19.12	19.75	20.19	20.98	21.62	
January 1, 2014	17.86	18.79	19.42	19.98	20.64	21.10	21.73	22.38	
Licensed Practical Nurse									
January 1, 2012	23.44	24.11	24.81	25.28	25.77	26.26	26.77	27.28	27.79
January 1, 2013	23.94	24.61	25.31	25.78	26.27	26.76	27.27	27.78	28.29
January 1, 2014	24.34	25.27	26.01	26.48	26.99	27.74	28.71	29.87	31.06

4. The Union's proposal contains the following two notes:

- Employee will be placed on the new salary grid in accordance with their hours worked (including recognition of previous service) since their date of hire.
- Employees being paid a salary greater than is provided on the new salary grid will be frozen over range until they accumulate the appropriate hours to advance to the next step.

GENERAL SUPPORT SERVICES

	Start	1	2	3
Hours	0-450	451	1951	3901+
Cook				
01-Jan-2012	15.60	16.60	17.80	18.40
01-Jan-2013 + 4%	16.22	17.26	18.51	19.14
01-Jan-2014 + 3%	16.71	17.78	19.07	19.71
Senior Cook				
01-Jan-2012	17.76	18.71	19.10	19.65
01-Jan-2013 + 4%	18.47	19.46	19.86	20.43
01-Jan-2014 + 3%	19.02	20.04	20.46	21.04
Dietary Aide (Dining Rm)				
01-Jan-2012	12.60	13.20	14.12	14.90
01-Jan-2013 + 4%	13.10	13.73	14.68	15.50
01-Jan-2014 + 3%	13.49	14.14	15.12	15.97
Housekeeper				
01-Jan-2012	13.38	14.18	14.78	15.28
01-Jan-2013 + 4%	13.92	14.75	15.37	15.89
01-Jan-2014 + 3%	14.34	15.19	15.83	16.37
Angels (Companions)				
01-Jan-2012	12.60	13.20	13.80	14.50
01-Jan-2013 + 4%	13.10	13.73	14.35	15.08
01-Jan-2014 + 3%	13.49	14.14	14.78	15.53

	Start	1	2	3
Hours	0-450	451	1951	3901+
Maintenance				
01-Jan-2012	17.42	17.92	18.79	19.71
01-Jan-2013 + 4%	18.12	18.64	19.54	20.50
01-Jan-2014 + 3%	18.66	19.20	20.13	21.12
Activities Aide				
01-Jan-2012	12.50	13.10	14.00	14.70
01-Jan-2013 + 4%	13.00	13.62	14.56	15.29
01-Jan-2014 + 3%	13.39	14.03	15.00	15.75
Activity Aide/Bus Driver				
01-Jan-2012	14.00	14.70	15.70	16.60
01-Jan-2013 + 4%	14.56	15.29	16.33	17.26
01-Jan-2014 + 3%	15.00	15.75	16.82	17.78
Receptionist/Front desk				
01-Jan-2012	12.65	13.30	14.30	15.15
01-Jan-2013 + 4%	13.16	13.83	14.87	15.76
01-Jan-2014 + 3%	13.55	14.24	15.32	16.23

In determining the market, the Union submitted that the benchmark (“the gold standard”) for these negotiations should be the collective agreements between Alberta Health Services and AUPE with respect to Auxiliary Nursing and General Support Services employees.

The Union also referred extensively to a number of collective agreements from a range of facilities in the care sector, including both ones operated by for-profit and not-for profit employers.

The Union noted that its proposal for the top rates for LPNs and HCAs (which are the principal focus of this dispute) would only just in 2014 reach the March 31, 2012 AHS rates. However, AHS has recently settled the collective agreement for the next three years, which provides for a 3% increase as of April 2012, a 3% increase in April 2013, and a 3% increase in April 2014. Accordingly, even if the Union achieves the top rates it is proposing for 2014, those rates will still be 9% (not compounded) behind the rates paid by AHS.

Mr. Rigutto submitted that it is irrelevant that this is a first collective agreement: the market is what must govern.

Mr. Rigutto also submitted that it is irrelevant whether the government funding for home support services or Designated Assisted Living suites covers the rates paid to LPNs and HCAs; again, the market is what must govern.

The Employer's proposal

HCA	1	2	3	4	5	6	7	8	9
Jan. 1/12 (current scale increased by 2%)—plus a 1% lump sum for hours worked in previous year	16.15	16.66	17.65	18.24	18.55	18.84	20.34		
Jan. 1/13 (scale increased by +2%)—plus a 1% lump sum for hours worked in previous year	16.47	16.99	18.11	18.60	18.92	19.22	20.75		
Jan. 1/14 (scale increased by +2.5%)	16.88	17.41	18.45	19.07	19.39	19.70	21.21		
LPN									
Jan. 1/12—plus a 1% lump sum for hours worked in previous year	22.89	23.58	24.29	24.77	25.27	25.78	26.30	26.81	27.35
Jan. 1/13 (scale increased by +2%)—plus a 1% lump sum for hours worked in previous year	23.35	24.05	24.78	25.27	25.78	26.30	26.83	27.35	27.90
Jan. 1/14 (scale increased by 2.5%)	23.93	24.65	25.40	25.90	26.42	26.96	27.50	28.03	28.60

GENERAL SUPPORT SERVICES⁵

Hours	Start	451	451+
Cook			
Jan. 1/12 —plus a 1% lump sum for hours worked in previous year	15.30	17.70	
Jan. 1/13 (+2%+l.s.)	15.61	18.05	
Jan. 1/14 (+2.5%)	16.00	18.50	
Senior Cook			
Jan. 1/12 (+l.s.)	15.30	17.70	18.87
Jan. 1/13 (+2%+l.s.)	15.61	18.05	19.25
Jan. 1/14 (+2.5%)	16.00	18.50	19.73
Dietary Aide			
Jan. 1/12 (+l.s.)	12.24	13.77	
Jan. 1/13 (+2%+l.s.)	12.48	14.05	
Jan. 1/14 (+2.5%)	12.79	14.40	
Housekeeper			
Jan. 1/12 (+l.s.)	13.26	13.66	
Jan. 1/13 (+2%+l.s.)	13.53	13.93	
Jan. 1/14 (+2.5%)	13.87	14.28	

5. "l.s." refers to a lump sum payment of 1% of the salary paid to the employee for hours worked in the previous year.

Hours	Start	451	451+
Angels			
Jan. 1/12 (+1.s.)	12.24	14.28	
Jan. 1/13 (+2%+1.s.)	12.48	14.57	
Jan. 1/14 (+2.5%)	12.79	14.93	
Maintenance			
Jan. 1/12 (+1.s.)	15.30	18.76	
Jan. 1/13 (+2%+1.s.)	15.61	19.14	
Jan. 1/14 (+2.5%)	16.00	19.62	
Activity Aide			
Jan. 1/12 (+1.s.)	11.22	11.44	
Jan. 1/13 (+2%+1.s.)	11.44	11.67	
Jan. 1/14 (+2.5%)	11.76	11.96	
Receptionist			
Jan. 1/12 (+1.s.)	12.24	14.28	
Jan. 1/13 (+2%+1.s.)	12.48	14.57	
Jan. 1/14 (+2.5%)	12.79	14.93	

Mr. McPhail submitted that one must look at the entire market, including unionized and non-union facilities, and that the market is different for different facilities at different points on the continuum for continuing care. Riverbend is essentially a retirement residence, and that is the end of the spectrum which should be looked to for market comparators. Mr. McPhail submitted that the important comparators are those from Revera's own retirement facilities (not its long-term care facilities), such as Meadowlands, McKenzie Towne, Scenic Acres, Edgemont, and Churchill. In particular, he submitted that Churchill is a useful comparator because it is the same type of facility providing the same type of service to the same type of clientele (namely, primarily a retirement residence, which organizes the various types of home care required by its residents, and has some Designated Assisted Living suites and a dementia area with a coded door), is located in the same city, is owned by the same Employer, its employees are represented by the same Union, and where the collective agreement was reached by a settlement between the parties earlier this year. Mr. McPhail submitted that there was one important difference between Churchill and Riverbend—namely, that there is a mature collective bargaining relationship at Churchill, whereas this will be the first collective agreement at Riverbend.

Mr. McPhail described how the other facilities which have been referred to by the Union differ from Riverbend. Because the LPNs and the HCAs are the main focus of this dispute, he referred to the evidence about the amount and operation of grants from the government for home care and Designated Assisted Living suites. There is only a requirement to have LPNs and HCAs at Riverbend because it has some DAL suites (which are not its core business), and the funding which Riverbend receives for these professionals is less than its current wage and benefit costs for them. He described Revera as being a “follower” in the industry, not a leader.

Discussion

I have carefully considered all of the information which the parties have provided to me. This includes information about (a) the extensive continuum of facilities offering different levels (and different mixes) of care, increasing from completely independent living residential facilities through to long-term and continuing care facilities which resemble auxiliary hospitals; (b) the diversity in the nature of employers, ranging from unionized public entities which are part of the provincial health care system, to unionized faith-based not-for-profit entities, to other unionized not-for-profit entities, to unionized private for-profit entities, and to non-unionized private for-profit entities; and (c) the government funding arrangements which are in place for home care services and designated assisted living.

I have not placed much weight on the amount or operation of the government grants for home care services or Designated Assisted Living suites, because that does not determine the market. The Employer's advertisements refer to the fact that there is an RN and LPNs available at the facility, including for private pay/independent residents. It is for the Employer to decide which facilities and services to offer to its residents, and how to charge for those services. The Employer has not made an "inability to pay" argument in its submissions.

I have also not placed much weight on the fact that this is the first collective agreement at Riverbend. In my view, the market is the market is the market, and that is what must be looked to. The fact that this is a first collective agreement may, however, justify phasing in changes to meet the market.

In determining the appropriate comparators, I am mindful that I must look at the entire market, including both unionized and non-unionized employers, and that it is necessary to pay attention to the type of services offered at the different facilities. In my view, the appropriate type of facilities to look to are largely the for-profit ones, some of which are unionized and some of which are not, with an emphasis on the retirement end of the continuum of care. The overwhelmingly compelling comparator is Revera's Churchill retirement residence because the type of suites and services it offers are very similar to those at Riverbend; both facilities are located in Edmonton, have the same owner and the same Union; and the collective agreement at Churchill was achieved by agreement by the parties earlier this year. I do not accept the Union's submission that somehow the Churchill collective agreement is to be discounted because it was only accepted after a vote was put to the members.

In comparing the Employer's and the Union's proposals to the collective agreement at Churchill, I am struck by the fact that the employees at Churchill received a 3.5% increase as of January 1, 2011 whereas those at Riverbend did not. Further, the Employer increased the salary grid at Churchill by 2% on January 1, 2012, plus 2% on July 1, 2012. Thus, by the end of 2012, the Churchill employees will have received increases of 7.68% compared to the end of 2010. By comparison, the Employer's proposed wage rates for January 1, 2012 represent a 2% increase to the grid compared to the end of 2010. (Taking into account the proposed 1% lump sum based on hours worked the previous year, the "money in pockets today" equivalent is 3%.)

The situation is similar with respect to 2013. The salary grid at Churchill will increase by 1.75% on January 1, 2013, plus a further 1.75% on July 2013. Thus, by the end of 2013, the salary grid at Churchill will have increased by 3.53% compared to 2012. (The increased cost

to the Employer will not be this great for 2013, because the increases to the grid are phased in over the year.) By comparison, the Employer is only offering to increase the grid at Riverbend by 2% in 2013. (In addition, the Employer is proposing a 1% lump sum based on hours worked in the previous year.)

Accordingly, I have concluded that the Employer's proposals at Riverbend are not comparable to what has occurred at Churchill, and in particular do not reflect the market for LPNs and HCAs.

The Union's proposed rates for LPN rates for 2012 and 2013 are within the average of rates paid at the unionized non-profit facilities, and will still be somewhat below the rates at Churchill. The same is true for HCAs (with the exception of a few steps which are at some points in 2012 and 2013 slightly higher than at Churchill, largely due to the phased-in nature of the increases at Churchill).

With respect to the grids for support services workers, I am not inclined at this time to increase the number of steps, given the prevailing pattern that has a probation period rate and a job rate, and given that this is also the pattern at Churchill.

Decision

The following salary grids will be Schedule "A" to the collective agreement:

Step	1	2	3	4	5	6	7	8	9
Hours	Start	451	1951	3901	5851	7801	9751	11701	13651+
Health Care Aide									
01-Jan-2012	16.35	16.86	17.63	18.30	18.90	19.32	20.51	21.05	
01-Jan-2013	17.08	17.62	18.42	19.12	19.75	20.19	20.98	21.62	
01-Jan-2014	17.86	18.79	19.42	19.98	20.64	21.10	21.73	22.38	
Licensed Practical Nurse									
01-Jan-2012	23.44	24.11	24.81	25.28	25.77	26.26	26.77	27.28	27.79
01-Jan-2013	23.94	24.61	25.31	25.78	26.27	26.76	27.27	27.78	28.29
01-Jan-2014	24.34	25.27	26.01	26.48	26.99	27.74	28.71	29.87	31.06

GENERAL SUPPORT SERVICES

Hours	0-450	451+
Cook		
01-Jan-2012	15.60	17.80
01-Jan-2013 (3.5% increase)	16.15	18.42
01-Jan-2014 (3% increase)	16.63	18.98
Senior Cook		
01-Jan-2012	17.80	18.87
01-Jan-2013 (3.5% increase)	18.42	19.53
01-Jan-2014 (3% increase)	18.97	20.12
Dietary Aide (Dining Rm)		
01-Jan-2012	12.36	13.90
01-Jan-2013 (3.5% increase)	12.79	14.39
01-Jan-2014 (3% increase)	13.17	14.82

Hours	0-450	451+
Housekeeper		
01-Jan-2012	13.38	14.69
01-Jan-2013 (3.5% increase)	13.85	15.20
01-Jan-2014 (3% increase)	14.27	15.66
Angels (Companions)		
01-Jan-2012	12.36	14.42
01-Jan-2013 (3.5% increase)	12.52	14.92
01-Jan-2014 (3% increase)	12.90	15.37
Maintenance		
01-Jan-2012	17.42	18.79
01-Jan-2013 (3.5% increase)	18.03	19.44
01-Jan-2014 (3% increase)	18.57	20.03
Activities Aide		
01-Jan-2012	12.00	13.00
01-Jan-2013 (3.5% increase)	12.42	13.46
01-Jan-2014 (3% increase)	12.79	13.86
Activity Aide/Bus Driver		
01-Jan-2012	14.00	15.00
01-Jan-2013 (3.5% increase)	14.49	15.53
01-Jan-2014 (3% increase)	14.92	16.00
Receptionist/Front desk		
01-Jan-2012	12.36	14.30
01-Jan-2013 (3.5% increase)	12.69	14.80
01-Jan-2014 (3% increase)	13.07	15.24

Employees being paid a salary greater than is provided on the new salary grid will be frozen over range until they accumulate the appropriate hours to advance to the next step.

**ITEM N
RETROACTIVITY**

Retroactive monetary payments will only be made to persons who are employed by Revera Riverbend as of the date of this award.

The Employer shall make the retroactive payments by November 30th, 2012 at the latest.

RESERVATION OF JURISDICTION

I reserve jurisdiction to deal with any matters which have been inadvertently omitted, to correct any errors which may be contained in this award, and to provide any clarification which may be required.

SIGNED, DATED AND ISSUED at Edmonton, Alberta on October 15, 2012 by:

D. P. Jones, Q.C.
Public Emergency Tribunal