

**IN THE MATTER OF AN ARBITRATION
PURSUANT TO COLLECTIVE AGREEMENTS
AND A MEMORANDUM OF AGREEMENT DATED APRIL 29, 2020**

BETWEEN

PARTICIPATING NURSING HOMES

(the “Homes”)

and

ONTARIO NURSES’ ASSOCIATION

(the “Union”)

**COVID-19 POLICY GRIEVANCE
AND GRIEVANCES ATTACHED HERETO AS AN APPENDIX**

SOLE ARBITRATOR: John Stout

APPEARANCES:

For the Homes:

John J. Bruce – Hicks Morley LLP
Ian R. Dick – Hicks Morley LLP
Mitchell R. Smith – Hicks Morley LLP
Bob Bass – Bass Associates Pro. Corp.
Mary-Claire Bass – Bass Associates Pro. Corp.

For the Union:

Philip Abbink – Cavalluzzo LLP
Janet Borowy – Cavalluzzo LLP
Danielle Bisnar – Cavalluzzo LLP
Sharan Basran – ONA Sr. Executive Legal
Beverly Mathers – ONA Chief Executive Officer
Pat Carr - ONA Manager II Labour Relations
Nicole Butt – Manager Litigation Team

HEARINGS HELD VIDEO CONFERENCE ON MAY 1, 2 AND 3, 2020

AWARD

INTRODUCTION

[1] I was appointed by the parties pursuant to a Memorandum of Agreement dated April 29, 2020 (the “MOA”) to hear all grievances filed by the Ontario Nurses’ Association (the “Union” or “ONA”) at a number of “Participating Nursing Homes” (the “Homes”) relating to health & safety measures arising as a result of the COVID-19 pandemic.

[2] ONA represents the Registered Nurses (“RNs” or “nurses”) at many unionized Long-Term Care Homes (LTC homes) in Ontario, including those nurses employed at the Homes.

[3] The parties agreed that all the ONA grievances filed under collective agreements between the Homes and ONA would be consolidated and heard as a “Central Rights Arbitration” case with a bottom line decision issued by me no later than May 10, 2020. Attached to this award are most of the grievances relating to the issues I address in this Award, subject to errors and omissions that I shall resolve if necessary.

[4] I was granted broad powers to control the process and expedite the hearing, including and not limited to receiving evidence by way of affidavits, will says, or statutory declarations, videoconferencing, teleconferences, or alternate means. In order to expedite the hearing and in order to narrow the issues, the parties agreed that I could act as mediator-arbitrator in a manner similar to that provided for under s. 50 of the *Labour Relations Act, 1995* S.O. 1995, c.1 Sched. A (the “LRA”). As a result, I was able to identify the material facts necessary to resolve this matter and conclude the hearing in an expedited manner.

THE ISSUES IN DISPUTE

[5] ONA's grievances allege that the Homes violated their respective collective agreements, the *Occupational Health & Safety Act*, R.S.O. 1990. C.O1 ("OHSA"), section 7 of the *Canadian Charter of Rights and Freedoms* (the "Charter"), and any other relevant legislation. ONA also asserts that the Homes breached their "duty of care" owed to its employees, including failing to take adequate measures to ensure the safety of RNs and healthcare professionals, failing to provide adequate personal protective equipment ("PPE"), failing to permit employees to self-isolate where merited, failing to follow the "precautionary principle," and failing to take every precaution reasonable in the circumstances arising as a result of the extra-ordinary threat posed by the COVID-19 pandemic.

[6] The Homes deny violating their collective agreements with ONA, OHSA, the *Charter* and any other relevant legislation. The Homes submit that they have complied with all legal requirements, including required Directives and any duty of care they have with respect to the nurses ONA represents. The Homes insist that the grievances are really about the appropriate use and allocation of scarce and essential limited medical resources.

BACKGROUND

[7] One need only turn on their television or visit a news website to appreciate the facts giving rise to this matter.

[8] On March 11, 2020 the World Health Organization (WHO) declared a pandemic of the disease COVID-19, which is a new disease caused by the severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2). The pandemic is a global phenomenon that was unforeseen, and the world was caught unprepared.

[9] On March 17, 2020, the Ontario government declared a province-wide state of emergency pursuant to s. 7.01(1) of the *Emergency Management and Civil Protection Act*

("EMCPA"). This state of emergency continues to be in effect until May 12, 2020, unless otherwise extended.

[10] COVID-19 has spread throughout the world and infected thousands of people in Ontario. Ontario's LTC homes have been hit particularly hard by this virus. Many residents have contracted the virus and died. The virus has also ravaged the healthcare staff in LTC homes, infecting some 1594; three of whom have paid the ultimate price caring for our most vulnerable citizens. At this point no nurse represented by ONA has died.

[11] This is not the first time a Severe Acute Respiratory Syndrome ("SARs") disease has befallen the citizens of Ontario. In February 2003 an outbreak of SARs occurred in Toronto. The outbreak was most notable in Toronto Hospitals where healthcare workers were infected. Two nurses and one doctor died in their efforts to treat patients infected with the disease.

[12] The 2003 SARs outbreak was also unforeseen, and Ontario was unprepared. But the 2003 SARs outbreak does not compare in size or in the effects we have seen in the present circumstances, most notably with respect to the rate of infection and total deaths. The current situation is truly an unprecedented event in modern history. The last pandemic to affect Canada, and other nations around the globe, on this scale occurred over 100 years ago when the 1918 Spanish influenza pandemic caused the death of millions around the globe.

[13] In response to the COVID-19 pandemic, the Chief Medical Officer of Health for Ontario (CMOH), Dr. David Williams, has issued Directives, including Directive #3 (initially issued on March 22, 2020 and last updated April 15, 2020) and Directive #5 (initially issued for hospitals only on March 30, 2020, then last updated and expanded to LTC homes on April 10, 2020), pertaining to practices and procedures in LTC homes and to supply personal protective equipment ("PPE"), including the N95 respirator masks in LTC homes. These Directives were issued pursuant to the *Health Protection and Promotion Act*, R.S.O. 1999, c.H7 ("*HPPA*"). The CMOH may issue more Directives in the future as the COVID-19 pandemic evolves.

[14] Some of the Homes have experienced outbreaks of various proportions. Many residents and healthcare workers have been infected, including nurses. As ONA puts it, once the virus gets into a LTC home it can spread like wildfire, and it has done so in a number of cases. COVID-19 seems to be spreading easily and sustainably from person-to-person in certain areas. In order to prevent the spread of COVID-19, governments have advised or mandated various measures, including physical distancing and thorough hand hygiene.

[15] ONA has raised a number of legitimate concerns with respect to their members who are working under a very stressful and unprecedented set of circumstances. ONA's concerns range from access to PPE, to communication, testing, cleaning, staffing, cohorting and self-isolation. The Homes also raise legitimate concerns with respect to appropriate use of PPE and to maintaining an adequate supply of PPE, which in some cases disappeared at an alarming rate. There is no evidence of any nurses being responsible for the disappearance of PPE. The Homes are also experiencing a shortage of staff at this critical time and an increased workload. What is readily apparent is that both management and the nurses are also under a tremendous amount of stress trying to cope with this dreadful pandemic, which is wreaking havoc within many of their LTC homes.

[16] It does not surprise me that in these extremely stressful conditions some people may have made mistakes, misjudgements or acted in a regretful way. The fact is that the world was not prepared for the crisis that has unfolded these past few weeks. We really are in uncharted waters and both nurses and management are just trying to keep their heads above water. On the bright side both of these parties and those they represent have a common goal, which is to keep themselves and those they care for healthy and safe.

STATUTORY CONSIDERATIONS AND THE COLLECTIVE AGREEMENTS

[17] This matter involves issues relating to the health and safety of nurses in their workplace. The *OHSA* sets out the rights and duties of all parties in a workplace, as well as procedures for dealing with workplace hazards and any needed enforcement.

[18] Sections 25, 26 and 27 of *OHSA* set out the duties of an employer and supervisors, of particular relevance to this matter is section 25(2)(h) of *OHSA*, which provides:

Duties of employers

25 (1) An employer shall ensure that,

...

Idem

(2) Without limiting the strict duty imposed by subsection (1), an employer shall,

...

(h) take every precaution reasonable in the circumstances for the protection of a worker;

...

[19] Section 28 of *OHSA* provides that all employees have a duty to comply with *OHSA*.

[20] The Notice requirements under Part VII of *OHSA*.

[21] The collective agreements between ONA and the Homes contain an article entitled "Health and Safety" (Article 6.06) which, provides:

(i) The Employer shall:

i. Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

ii. Inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them; When faced with occupational health and safety decisions, the Home will not await full scientific or absolute certainty before taking reasonable action(s) that

reduces risk and protects employees.

iii. Ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.

[22] Relevant to this matter is the Commission of Inquiry into the 2003 SARs outbreak, chaired by Justice Archie Campbell. Justice Campbell issued a Report, titled *Spring of Fear*, wherein he made the important recommendation that the “precautionary principle” is to be put into action in order to prevent unnecessary illness and death. Justice Campbell explained that this precautionary principle applies where health and safety are threatened even if it cannot be established with scientific certainty that there is a cause and effect relationship between the activity and the harm.

[23] The CMOH issued Directives #3 and #5 in accordance with section 77.7 of the *HPPA*. Section 77.7 of the *HPPA* incorporates the precautionary principle referred to by Justice Campbell, relevant to the matter before me are the following:

Directives to health care providers

77.7 (1) Where the Chief Medical Officer of Health is of the opinion that there exists or there may exist an immediate risk to the health of persons anywhere in Ontario, he or she may issue a directive to any health care provider or health care entity respecting precautions and procedures to be followed to protect the health of persons anywhere in Ontario. 2007, c. 10, Sched. F, s. 15.

Precautionary principle

(2) In issuing a directive under subsection (1), the Chief Medical Officer of Health shall consider the precautionary principle where,

- (a) in the opinion of the Chief Medical Officer of Health there exists or may exist an outbreak of an infectious or communicable disease; and
- (b) the proposed directive relates to worker health and safety in the use of any protective clothing, equipment or device. 2007, c. 10, Sched. F, s. 15.

Must comply

(3) A health care provider or health care entity that is served with a directive under subsection (1) shall comply with it. 2007, c. 10, Sched. F, s. 15.

No coercion of professionals

(4) For greater certainty, a directive under subsection (1) may not be used to compel regulated health professionals to provide services without their consent. 2007, c. 10, Sched. F, s. 15.

No conflict with OHS

(5) Despite subsection (1), in the event of a conflict between this section and the *Occupational Health and Safety Act* or a regulation made under it, the *Occupational Health and Safety Act* or the regulation made under it prevails. 2007, c. 10, Sched. F, s. 15.

[24] Schedule 3 of Regulation 82/20(2), which is an Order under 7.02(4) of the *EMCPA*, provides that LTC homes as an essential business shall do the following:

1(1) The person responsible for a place of business that continues to operate shall ensure that the business operates in accordance with all applicable laws, including the *Occupational Health and Safety Act* and the regulations made under it.

(2) The person responsible for a place of business that continues to operate shall operate the business in compliance with the advice, recommendations and instructions of public health officials, including any advice, recommendations or instructions on physical distancing, cleaning or disinfecting.

DECISION

[25] The parties have requested a bottom line decision disposing of the grievances by no later than May 10, 2020. It would be next to impossible to thoroughly review the evidence and make evidentiary decisions in this award in such an expedited process. At this time, given the state of emergency in Ontario and the crisis in the LTC homes, it would also serve no useful labour relations purpose to assign any blame or make hasty judgment of what occurred in the past. Instead, an immediate full and final binding decision is required to provide the parties with guidance to move forward, working together to care for our most vulnerable elderly citizens.

[26] During mediation-arbitration, the parties agreed that certain issues would be better addressed in collective bargaining, which will soon be occurring. Hopefully by that point in time, when the parties meet to bargain, this pandemic will have passed and there

will be an appropriate amount of time for assessment and reflection of what may be needed to better prepare for any similar event that may befall us in the future. Therefore, this Award only addresses issues that require immediate resolution.

[27] In reviewing the voluminous material put before me, the words of Winston Churchill during the London Blitz immediately come to mind; “Never was so much owed by so many to so few”. These words are equally applicable to the sacrifice being made by the mostly diverse female healthcare workers and management working in our LTC homes. We all owe these brave individuals our sincere gratitude for their hard work and dedication. The parties to this matter have also worked extremely hard to ensure that I had the material necessary to resolve the dispute. They have undertaken this while at the same time serving their constituents at a time of crisis.

[28] After spending a number of days with these parties and reviewing all the evidence they provided to me, I am of the view that this Award must provide a path forward in a more positive way so that the parties can work jointly in their struggle to combat this terrible disease and protect our valuable healthcare workers and the Homes’ vulnerable residents. As indicated earlier, the parties share mutual goals.

[29] The parties are in agreement that they must comply with the CMOH Directives applicable to LTC homes, including Directives #3 and #5. They understand that acts of coercion are prohibited under the *HPPA*, as are reprisals under the *OHSA*, see s. 50. There can be no dispute that nurses are entitled to a safe workplace where they are protected in accordance with the Directives, *OHSA* and the collective agreements.

[30] Management has the right to run their operations as they see fit, so long as they do so in a manner consistent with their legal obligations under the collective agreements, statutory or otherwise. Management has the statutory obligation to take all precautions reasonable in the circumstances to address issues of health and safety for both employees and residents. In compliance with their rights and obligations, including compliance with the Directives, the Homes also have the right to implement their own policies, procedures and protocols. The Homes have recently adopted a new COVID-19

Measures protocol, which they have shared with ONA and me. The Homes agree that they will apply their protocol in accordance with my Award.

[31] The Homes have given me their assurances that they will use their best efforts to obtain PPE, including surgical masks, N95 respirators, gowns, gloves and face shields. The Homes have indicated that if fit testing of N95 and other respirators has not already been undertaken then it will be done as soon as possible.

[32] The parties agree to communicate with respect to ways to manage the precious stock of PPE (e.g. using expired N95 respirators for fit testing) to make sure there are sufficient supplies for nurses and other staff when needed. The parties agree that the government has an important role in these endeavours.

[33] The parties also agree that physical distancing in the LTC homes must be adhered to in order to prevent the spread of infection.

[34] The Homes have agreed to follow up and ensure that training relating to infection control, physical distancing, proper use of PPE, including donning and doffing, and disposing has occurred, and where it has not, it will be addressed within seven days of the Award.

[35] The Homes are aware of the need to have a vigilant infectious disease surveillance program. The parties will comply with Public Health and Ministry of Health and Long-Term Care Directives with respect to regular screening and assessments. Currently staff and residents need to be screened or assessed twice daily. The Homes shall support Provincial initiatives for screening and assessing all staff and residents. The parties undertake to review this issue at an appropriate time.

[36] It was agreed by the parties that the Homes will advise staff of residents who test positive so that reasonable and proper safety precautions can be put in place. The Homes have agreed to advise the JHSC of the availability of PPE at the same time as when they advise the government. Upon becoming aware of any workplace hazard, the Home will

identify any such hazard to employees. It is agreed that ONA shall appoint their own representatives to any JHSC positions. If no one is available to act as the ONA JHSC member, then the information will be provided to the ONA Bargaining Unit President (BUP) or if no BUP then the LRO. The Homes acknowledge their obligation to provide notice of occupational illness (based on clinical assessment or positive test results, whichever comes first) to the Ministry of Labour, the JHSC and ONA as required by *OHSA* and its Regulations.

[37] The Homes shall make available to nurses, the JHSC and the local BUP, copies of IPAC, outbreak and pandemic policies at the Homes, as required by the collective agreements (see article 21).

[38] The Homes shall ensure that a functional Internal Responsibility System is in place, including a functioning JHSC which holds regular meetings, and consultations, as required by the collective agreements and *OHSA*. If the JHSC has not met within the past 30 days, then they shall meet within the next 7 days. The JHSC will meet, remotely if necessary, throughout the pandemic.

[39] It is also agreed that in the current situation, enhanced cleaning and disinfection must be maintained, including common areas, doorknobs, door frames, handrails, assistive devices, shared bathrooms and bathing areas. The Homes shall maintain an appropriate hand hygiene program and provide access to facilitate access to point of care hand hygiene agents, consistent with s.229(9) of O.Reg.79/10 General.

[40] The parties agree that employees who test positive should not be working until they receive two consecutive negative specimens at least 24 hours apart or they may return to work 14 days after symptom onset if they are symptom free, whichever is earlier.

[41] The Homes will facilitate an employees' WSIB claim by expeditiously providing any documents, forms or information required by the WSIB.

[42] In order to clarify any issues relating to the use of PPE and cohorting, I have found it appropriate to make Orders to ensure that the parties have clear direction and the ability to resolve any disputes in an expedited manner. The Orders that follow are not made based on any finding of fault. Rather the Orders are issued in order to further peaceful labour relations and to provide for the health and safety of employees, pursuant to the collective agreements, *OHSA* and the Directives. Therefore, after carefully considering the evidence and the parties' submissions, I make the following Orders.

[43] The Homes, including their agents, employees, and those acting under their instruction are ordered to provide nurses working in their respective LTC homes with access to fitted N95 respirators, equivalent or greater protection and other appropriate PPE (appropriate gowns, gloves and face shields) when assessed by a nurse at point of care to be appropriate and required, as set out in Directive #5 issued by the CMOH.

[44] Nurses must perform a point of care risk assessment (PCRA) before all of their resident interactions. If a nurse determines based on the PCRA, and based on their professional and clinical judgement, which is to be exercised reasonably, on a case by case basis, taking into account short term and long term needs, other appropriate health and safety measures, and in accordance with their professional obligations, that they require fitted N95 respirators (or equivalent or greater protection) and other appropriate PPE (gloves, gowns and face shields), the Homes will not deny access to such available PPE. To be clear, nurses are not to be impeded in their reasonable, good faith professional assessment at point of care as to what constitutes appropriate PPE.

[45] In addition, the parties agree that both the Home and nurses must engage in the conservation and stewardship of PPE.

[46] In addition to the above, fitted N95s must be worn whenever aerosol-generating medical procedures ("AGMPs") are performed, are frequent or are

probable. AGMPs include, but are not limited to, the following if applicable to LTC homes:

- (a) Intubation and related procedures (e.g. manual ventilation, open endotracheal suctioning)
- (b) cardiopulmonary resuscitation during airway management
- (c) bronchoscopy
- (d) sputum induction
- (e) non-invasive ventilation (i.e. BiPAP)
- (f) open respiratory/airway suctioning
- (g) high frequency oscillatory ventilation
- (h) tracheostomy care
- (i) nebulized therapy/aerosolized medication administration
- (j) high flow heated oxygen therapy devices (e.g. ARVO, optiflow)
- (k) autopsy

The nurse may also take into consideration the following when making her/his PCRA:

- The resident may exhibit neuropsychiatric behaviours that result in the expression of body fluids, excretions or aerosols during the course of routine care;
- The resident may exhibit symptoms or behaviours, or have underlying diagnoses that result in the expression of body fluids, excretions or aerosols during the course of routine care; or
- Any other considerations that are appropriate given the then current science, evidence and Directives respecting COVID-19 transmission, N95 masks and PPE and the then current COVID-19 circumstances at the Home.

[47] While the Homes reserve the right to store PPE in secure locations, a sufficient supply of all appropriate sizes of fit-tested N95s will be made readily available, subject to the provisions regarding sufficient supply referenced below.

[48] The Homes will pursue all proper avenues to procure sufficient supply of all PPE, including but not limited to N95s and equivalent or greater protection to meet current and projected usage rates, and will share their efforts with the JHSC.

[49] The nurses who exercise their right to access fitted N95 facial respirators and other appropriate PPE (as noted above) when assessed at point of care to be appropriate and required, shall not be intimidated, threatened or coerced in any way, including but not limited to threatening to impose a penalty or discipline, because the nurse acted in accordance with her/his rights under this Award.

[50] If any nurse is intimidated, threatened or coerced in any way, including but not limited to imposing a penalty or discipline, or being threatened with a penalty or discipline, because the nurse acted in accordance with her/his rights and obligations under this Award, then the matter shall be referred back to me on short notice for an expedited hearing (evening or weekend if necessary), in accordance with the broad powers and jurisdiction granted to me under the MOA.

[51] Management at the Homes retain their rights under the collective agreement to manage performance in appropriate circumstances, or to discipline for just cause, subject to a nurses' right to file a grievance and have it resolved by arbitration.

[52] The Homes are ordered to implement administrative controls such as isolating and cohorting of residents and staff during the COVID-19 crisis and any subsequent waves, as set out in Directives issued by the CMOH, and as covered by this award.

[53] It is acknowledged that cohorting will need to take into consideration the specific site, including physical layout, occupancy, staffing, Public Health guidance, individual resident health impacts and other relevant issues. At the same time, every effort must be made to cohort positive residents in the same area to protect the residents and staff from spread of the virus. Cohorting considerations will include but not be limited to moving residents to vacated rooms, moving residents to common areas that are closed to ensure physical distancing and isolation such as dining rooms and recreation rooms, moving

residents to currently vacated rooms that were used for respite or convalescent care, and where vacant rooms are not available for cohorting residents, the erection of floor to ceiling impermeable physical barriers between positive and negative residents.

[54] Subject to the availability of staff and where practical, the Homes will make all reasonable efforts to cohort staff between suspected or confirmed COVID-19 residents and residents who have not been infected.

[55] Any disagreement with respect to cohorting at a specific Home shall be referred back to me on short notice for an expedited hearing (evening or weekend if necessary), in accordance with the broad powers and jurisdiction granted to me under the MOA.

[56] The grievances before me are resolved in accordance with this award.

[57] My Orders and the parties' agreements shall be in effect until such time as I Order otherwise. In the event that there is a change in circumstances that significantly impacts my Orders, the parties are free to vary my Orders by written agreement to suit their immediate needs, or if they cannot agree, then they may bring the matter before me on short notice. In accordance with the parties' agreement, I remain seized.

Dated at Toronto, Ontario this 4th day of May 2020.

A handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

John Stout- Arbitrator

APPENDIX A

Participating Nursing Homes
APANS Grace Villa
APANS Middlesex Terrace
Braemar
Burton Manor
Chartwell Ballycliffe
Chartwell Brant
Chartwell Gibson
Chartwell Pine Grove
Queen's Garden Long Term Care Residence
Regina Gardens Long Term Care Residence
Chartwell Waterford
Chartwell Wenleigh
Chartwell Westbury
Chartwell Westmount
Chartwell White Eagle
Chartwell Willowgrove
Chartwell Woodhaven
Chateau Park
CONMED Oakwood Park Lodge
CONMED Valley Park Lodge
Craigholme
Glen Hill Marnwood

Glen Hill Strathaven
Earls Court Village
Exeter Villa
Extendicare Brampton
Extendicare Cobourg
Extendicare Guildwood
Extendicare Haileybury
Extendicare Haliburton
Extendicare Halton Hills
Extendicare Hamilton
Extendicare Kapuskasing
Extendicare Kawartha Lakes
Extendicare Kirkland Lake
Extendicare Lakefield
Extendicare Lakeside
Extendicare Laurier Manor
Extendicare London
Extendicare Maple View
Extendicare Medex
Extendicare New Orchard Lodge
Extendicare Ottawa
Extendicare Ottawa West End
Extendicare Peterborough
Extendicare Port Hope
Extendicare Rouge Valley

Extendicare Scarborough
Extendicare Southlake (managed)
Extendicare Southwood Lakes
Extendicare St. Catherines
Extendicare Sudbury (Falconbridge)
Extendicare Sudbury York
Extendicare Tecumseh
Extendicare Tendercare
Extendicare Timmins
Extendicare Van Daele
Extendicare West Park
Extendicare Managed Blackadar (RN/RPN)
Finlandia (RN)
Finlandia (RPN)
Foyer Des Pionniers
Good Samaritan
Helen Henderson Care Centre
Henley House
Henley Place
Heritage
Huntsville
Jarlette Alexander Place
Jarlette Avalon
Jarlette Elizabeth Centre
Jarlette Manitoulin Lodge

Jarlette Meadow Park London
Jarlette Roberta Place
Jarlette Royal Rose
Jarlette Southampton
Jarlette Temiskaming Lodge
Kensington Village
Lancaster
Lapointe-Fisher (Guelph)
North Park
OMNI Almonte
OMNI Burnbrae Gardens
OMNI Country Terrace Komoka
OMNI Forest Hill (RN and RPN)
OMNI Garden Terrace
OMNI Pleasant Meadow
OMNI Riverview
OMNI Rosebridge
OMNI Springdale
OMNI Streamway Villa
OMNI Village Green
OMNI Willows Estate
Parkview Hamilton
peopleCare Delhi Long Term Care
peopleCare Hilltop Manor
peopleCare Meaford Long Term Care

peopleCare Oakcrossing
Perth Community Care
Responsive Cedarvale Terrace
Responsive O'Neill Centre
Revera Baker Centre Nursing Home
Revera Baker Centre Retirement Home
Revera Baywoods
Revera Brierwood Gardens (Brantford)
Revera Carlingview Manor
Revera Columbia Forest
Revera Dover Cliffs
Revera Eagle Terrace
Revera Elginwood
Revera Elmwood
Revera Fenelon Court
Revera Forest Heights
Revera Fosterbrooke
Revera Garden City Manor (St. Catharines)
Revera Heartwood (Cornwall)
Revera Humber Valley Terrace (Rexdale)
Revera Iler Lodge
Revera Hallowell House
Revera Kennedy Lodge
Revera Kilean Lodge
Revera Longfields Manor

Revera Main Street Terrace
Revera McKenzie Place
Revera Montfort
Revera Oak Terrace
Revera Ridgeview
Revera Sherwood Court
Revera Stirling Heights
Revera Stoneridge Manor
Revera Sumac Lodge
Revera Summit Place
Revera The Meadows
Revera The Village - Hanover
Revera Trillium Court
Revera Village on the Ridge
Revera Westside
River Glen Haven
Rykka Anson Place Care Centre (Norcliffe)
Rykka Banwell Gardens Care Centre
Rykka Berkshire Care Centre
Rykka Cooksville Care Centre
Rykka Dundurn Place Care Centre
Rykka Eatonville Care Centre
Rykka Hawthorne Place Care Centre
Rykka Orchard Terrace Care Centre
Rykka Pine Villa

Rykka Wellington Place Care Centre
Sandfield Place
Schlegel (Coleman)
Schlegel Glendale Crossing
Schlegel (Pinehaven)
Sherwood Park
Sienna Altamont
Sienna Bloomington Cove
Sienna Bradford Valley
Sienna Camilla (LW Mississauga)
Sienna Case Manor (RN only)
Sienna Cedarvale Lodge
Sienna Cheltenham
Sienna Deerwood Creek (LW Etobicoke)
Sienna Fieldstone Commons (LW Ellesmere)
Sienna Fountain View (LW O'Connor Gate)
Sienna Fox Ridge (LW Brantford)
Sienna Harmony Hills (LW O'Connor Court)
Sienna Madonna
Sienna Midland Gardens (LW Scarborough)
Sienna Muskoka Shores (LW Muskoka)
Sienna Norfinch
Sienna Rockcliffe
Sienna St. George
Sienna Secord Trails (LW Oxford)

Sienna Tullamore
Sienna Weston Terrace (LW Lawrence)
Sienna Woodhall Park
Southbridge Birchwood Terrace
Southbridge Chelsey Park Oxford
Southbridge Hope Street Terrace (Community Port Hope)
Southbridge (Lakehead) (was Revera)
Southbridge Maitland Manor
Southbridge Orchard Villa (was Community Pickering)
Southbridge Parisien Manor (Community Parisien Manor)
Southbridge Port Perry Place (RN only) (Community Port Perry)
Southbridge Roseview Manor (was Revera)
Southbridge The Palace (Community Alexandria)
Southbridge West Park
Steeves & Rozema Heron Terrace
Steeves & Rozema Lanark Heights Long Term Care
Steeves & Rozema Trillium Villa
Steeves & Rozema Westmount Gardens
Stirling Manor
Sunnycrest
Trinity Village
Valley Manor Inc. (RN and RPN)
Victoria Gardens LTC
Watford Quality Care Centre
Wellington House

Wildwood Nursing and Retirement Home (RN, RPN, PSW and GA)
Non Centrally Participating Nursing Homes
Brouillettes Manor
peopleCare Tavistock
Champlain Long Term Care (formerly Residence Champlain and managed by Responsive)
Saint Lukes Place
Sienna (Case Manor) RPNs
Shepherd Village
Southbridge Pinewood
Southbridge (Port Perry) Allied
Tilbury Manor Nursing Home
Villa Forum Long Term Care Residence (managed by Chartwell)
Newly Certified Nursing Homes without prejudice to Comparator
APANS Parklane
Chartwell Park Hill
Chartwell Royal Oak
Chartwell Wynfield
Franklin Gardens
Revera Burloak
Revera Arbour Heights
Wyndham Manor
Homes for the Aged
Algoma Manor
Belvedere Heights
Ina Grafton Gage Home

Knollcrest Lodge
Extendicare – FJ Davy
The District of Muskoka the Pines Long Term Care (Extendicare managed)
Manitoulin Centennial Manor
Villa Columbo
Belmont House

APPENDIX B

List of Grievances for Central Homes Arbitration

May 1, 2020

Participating Nursing Home	N95/PPE Grievance filed	Self Isolation/Pay Grievance filed	Health & Safety or Other
APANS Grace Villa Nursing Home	202004967 – held in abeyance		202003460 – no grievance filed
APANS Middlesex Terrace Nursing Home	202004954		
Watford Quality Care Centre	202001782 – held in abeyance		
Braemar	202004894	202003837 202003839	
Burton Manor Long Term Care	202004964 – held in abeyance		
Chartwell Ballycliffe Lodge Nursing Home	202004110		
Chartwell Brant Centre LTC	202003392		
Lancaster	202004488		
Chartwell The Gibson LTC Centre	202004570		202004350 – Exposure to COVID-19 202004096 – H&S
Chartwell Pine Grove Lodge LTC Residence	202004105		
Queen’s Garden Long Term Care Residence	202004965- held in abeyance		

Regina Gardens Long Term Care Residence	202004531		
Chartwell Waterford LTC	202004949		
Chartwell Wenleigh LTC Community	202004952 – held in abeyance		
Chartwell The Westbury LTC Residence	202004735 - referred		
Chartwell Westmount Gardens	202004956		
Chartwell White Eagle Residence	202004117		
Chartwell Willow Grove LTC	202003405		
Chartwell Woodhaven LTC Residence	202004923		
Chateau Park Nursing Home	202004870 (intake)		
CONMED Oakwood Park Lodge	202001781		
CONMED Valley Park Lodge	202001780		
Craigholme Nursing Home	202004896		
Perth Community Care Centre	202003735		Exposure 202004998 - resolved
Glen Hill Marnwood	202004474		
Glen Hill Strathaven	202004935	202005896 202005897	
Earls Court Village	202004220		There are exposure files at intake only
Exeter Villa	202004951		
Extendicare Brampton	202004916		

Extendicare Cobourg	202004028		There are intake files for reporting ill members to CNO
Extendicare Guildwood	202004475	202005488	202005987 – MOL Intake
Extendicare Haileybury (Tri-Town)	202004930		
Extendicare Haliburton	202005125		
Extendicare Halton Hills	202003800		
Extendicare Hamilton	202004464		202004881 – Fit testing
Extendicare Kapuskasing	202004929		
Extendicare Kawartha Lakes	202004976 - Intake		
Extendicare Kirkland Lake	202004928		
Extendicare Lakefield	202004627		202005871 – Accomodation pregnancy - intake
(Extendicare) Lakeside Long Term Care	202004891 - referred		202005287 – fit testing - referred
Extendicare Laurier Manor	202004268		202005523 – exposure - intake
Extendicare London	202004943		
Extendicare Maple View	202004200- held in abeyance		
Extendicare Medex	202004245 – held in abeyance		

Extendicare New Orchard Lodge	202004271- held in abeyance		
Extendicare Ottawa (Starwood)	202004269 – held in abeyance		
Extendicare Ottawa West End Villa	202004270 – held in abeyance		
Extendicare Peterborough	202004466		
Extendicare Port Hope	202004025		202004071 – intake – Employer reporting members to CNO when sick
Extendicare Rouge Valley	202005016		
Extendicare Scarborough	202004473 held in abeyance		
Extendicare Managed South Lake Residential Care Village	202005015		
Extendicare Southwood Lakes	No grievance filed		202001330
Extendicare St. Catherines	202004906		
Extendicare Sudbury (Falconbridge)	202003591		
Extendicare Sudbury York	2020004901 - referred		
Extendicare Tecumseh			202001329
Extendicare Managed Tendercare	202003991		
Extendicare Timmins	202004489		
Extendicare Van Daele	202004538		

Extendicare Managed West Park	202004127 referred		Multiple exposure files at intake
Extendicare Managed Blackadar (RN/RPN)	202003393		
Finlandia (RN) (Hoivakoti Nursing Home)	202003412		
Finlandia (RPN) Nursing Home Ltd	202003411		
Foyer Des Pionniers	202004300		
Good Samaritan Nursing Home	202005052		
Gibson Holdings (Ontario) Limited O/A Helen Henderson Care Centre	No grievance filed		
Henley House Long Term Care	202004868	202004383 202004491	202004060 Occ illness
Henley Place limited C.O.B. Henley Place LTC	202004579		
Heritage Nursing Home	202004920		
Huntsville District Nursing Home (Fairvern Nursing Home)	202005058		
(Jarlette) Alexander Place	202004917		2 exposure files at intake
(Jarlette) Avalon Retirement Home (Community Nursing Home)	202004908		202004526
(Jarlette) Elizabeth Centre	202003939		

(Jarlette) Manitoulin Lodge	202003522	202004206 - referred 202004082- referred	202004635 – member with own PPE
(Jarlette) Meadow Park London Inc	202004931		Exposure files at intake
(Jarlette) Roberta Place	202005060- referred	202004239 - referred 202004179 - referred 202005665 - referred	
(Jarlette) Royal Rose Place	202003404		
(Jarlette) Southampton Care Centre	202004884		
(Jarlette) Temiskaming Lodge	202005086		
Kensington Village Nursing Home	202004211		1 file at intake for exposure
Lapointe-Fisher (Guelph) Nursing Home	202004902		
North Park Nursing Home Ltd	202003594 - referred	Isolation file at intake	
OMNI Almonte Country Haven	202004997	202003853 – additional information at intake	
OMNI Burnbrae Gardens	202004981		Files for reporting members to CNO when Ill at intake
OMNI Country Terrace (Komoka) Nursing Home	202004904		
OMNI Forest Hill (RN and RPN) Kanata	202005020		Pandemic planning at intake

			202004680
OMNI Health Care Limited Partnership O/A Garden Terrace	202003956		
OMNI Health Care Limited Partnership O/A Pleasant Meadow	202004993		
OMNI Riverview Manor Nursing Home	202005162		
OMNI Health Care Limited Partnership O/A Rosebridge	202004972		
OMNI Healthcare Partnership operating as Springdale Country Manor	202004410		
OMNI Health Care Limited Streamway Villa	202004991		
OMNI Health Care Limited Village Green Nursing Home	202005390 – held in abeyance		202003265 H&S file at intake
OMNI Willows Estate Long Term Care (Omni Health Care Partnership)	202004887 - referred		
Parkview Nursing Centre Hamilton	202004529		
(peopleCare) Delhi Long Term Care Centre	202005012		
(peopleCare) Hilltop Manor	202002409		
(peopleCare) Meaford Long Term Care	202005062 – held in abeyance		
peopleCare Oakcrossing London	202004983	202005013	202004429-exposure
(Responsive) Cedarvale Terrace Long Term Care	202003612		

Responsive Management C.O.B. as O'Neill Centre	202003890		202003904 H&S Intake
Revera Long Term Care Inc. operating as Harold & Grace Baker Centre (Nursing Home)	202003628 - referred		202005661 – to return to work and not self isolate. Exposure files at intake
Revera Long Term Care Inc. operating as Harold & Grace Baker Centre (Retirement Home)	No residents		
Revera LTC Operating as Baywoods Place	202004217		
(Revera) Brierwood Gardens (Brantford) Senior Community	202004919		
(Revera Long Term Care) Carlingview Manor	202004859		
Revera AXR Operating (National) LP operating as Columbia Forest	202004962		
Revera AXR Operating (National) LP operating as Dover Cliffs	202004785		Multiple files for vacation, lieu and scheduling
Revera Long Term Care Inc. operating as Eagle Terrace	202004023		
(Revera) AXR Operating (National) LP operating as Elginwood	202004946		
Revera Elmwood Place Retirement Community	202004947		

(Revera) AXR Operating (National LP) operating as Fenelon Court	202004989		
Revera Forest Heights Long Term Care Facility	202004960		202003454 H&S
Revera Long Term Care Inc. operating as Fosterbrooke	202004934		
Revera LTC Incorporated as Garden City Manor (St. Catharines) Formerly Bestview Health Care Centre	202002006		202005200 – pandemic planning at intake
Revera Long Term Care Inc (O/A Heartwood) (Cornwall)	202004985		202004687 – H&S at intake
Revera Long Term Care Inc. operating as Humber Valley Terrace (Rexdale)	202004992		
Revera AXR O/A (National) GP Inc. O/A Iler Lodge	202003995		Multiple exposure files at intake
Revera Hallowell House	202003185		File for reporting ill member to CNO at intake
Revera Long Term Care Inc. operating as Kennedy Lodge	202005077		202003581 Intake file for H&S
(Revera) Kilean Lodge	202004042		202005655 – MOL Intake files for exposure
Revera LTC Inc Longfields Manor	202004988		

Revera Long Term Care Inc. operating as MacKenzie Place	202004926		
Revera Main Street Terrace			
Revera Long Term Care Inc. (O/A Montfort)	202005121		202005393 – Pandemic Plan- Emergency leave 202005722 – Exposure plus intake file for exposure
Revera Long Term Care Inc. (O/A Oak Terrace LTC Facility)	202005046		
Revera AXR Operating (National) LP operating as Ridgeview	202004907 – intake file		
(Revera) Sherwood Court Long Term Care Centre	202001442 - intake		
Revera AXR Operating (National) LP operating as Stirling Heights	202004910		
Revera Long Term Care Inc - Stoneridge Manor	202004984 listed as resolved	202005348 202005089 202005087	202003650 H&S 202005090 plus exposure files
(Revera) Sumac Lodge	202004955		
Revera Summit Place (Versa-Care Limited (Owen Sound) Summit Place)	202005048		

Revera AXR Operating (National) LP operating as The Meadows	202003946		
Revera The Village – Hanover (The Village Nursing Home, Hanover (Revera Home))	202001333		
(Revera) Trillium Court, Kincardine (Versa-Care Ltd)	202004900		
(Revera) The Village on the Ridge	202004012		
Revera Long Term Care Inc. operating as Westside	202003982-referred	202003912 202003918	
River Glen Haven Nursing Home	202004128 - referred		202005936 – fit testing
(Rykka) Anson Place Care Centre (Norcliffe)	202004792		20200428, 202004788, 202004789 MOL files 202005280, 202005281 and 202005282 – sick pay
(Rykka) Banwell Gardens	202004905 referred	202005096	
(Rykka) Berkshire Care Centre	202003530	202003832	
(Rykka) Cooksville Care Centre	202004961- held in abeyance		
(Rykka) Dundurn Place Care Centre	202004913		
(Rykka) Eatonville Care Centre	202004598		

(Rykka) Hawthorne Place Care Centre	202002304intake 202005189 – held in abeyance	202005773 Isolation (union) 202005955, 202005953 and 202005954	20200589
(Rykka) Orchard Terrace Care Centre	202004915		
(Rykka) Pine Villa Nursing Home Inc	202004530		
(Rykka) Wellington Park Care Centre	202004912		
Sandfield Place Retirement and Long Term Care Home	202004995		
(Schlegel) (Coleman Care Centre)	202004892		
(Schlegel) (Pinehaven Nursing Home)	202004572 - referred		
(Schlegel) (Village of Glendale Crossing) (Schlegel Villages Inc. O/A the Village of Glendale Crossing)	202004953		
Sherwood Park Manor	202004975		
(Sienna) Altamont Care Centre	202004037 referred		202005660 MOL
(Sienna) Bloomington Cove The Royal Development LP O/A Bloomington Cove Care Community	202005073		
(Sienna) Bradford Valley Specialty Care Inc. Bradford Valley	202004932 - referred		20200744 H&S

(Sienna) Camilla (LW Mississauga) Care Community	202004364 - referred		20200921 MOL
(Sienna) Case Manor (RN only) Care Community	202004987		
(Sienna) Cedarvale Lodge Retirement and Care Community	20200430 referred		
(Sienna) Cheltenham Care Community	202004367 held in abeyance		202001922 at intake H&S
(Sienna) Deerwood Creek (LW Etobicoke)	202005070		
(Sienna) Fieldstone Commons (LW Ellesmere)	202004517		202005274 exposure
(Sienna) Fountain View (LW O'Connor Gate)	202005265		202005075 H&S
(Sienna) Fox Ridge (LW Brantford)	202004780		
(Sienna) Harmony Hills (LW O'Connor Court)	202005074		
(Sienna) Madonna Care Community	202005123		Exposure 202005725 and intake files
(Sienna) Midland Gardens (LW Scarborough)	202005608		202005608 H&S
(Sienna) Muskoka Shores Care Community (LW Muskoka)	202005054		
(Sienna) Norfinch	202005068		
(Sienna) Rockcliffe Care Community	202004374		
(Sienna) St. George	202005069		

(Sienna) Secord Trails Care Community (LW Oxford)	202004898		
(Sienna) Tullamore Care Community	202004524		
(Sienna) Weston Terrace (LW Lawrence)	202005080	202005499 202005900	202005416 202005546
(Sienna) Woodhall Park Specialty Care Inc. Woodhall Park Nursing Home	202004376		
(Southbridge) Birchwood Terrace Nursing Home Inc	202004434 and 202004433 and 202004436		
(Southbridge) Chelsey Park Retirement Home (Oxford) Nursing Home	202003840		
(Southbridge) Hope Street Terrace (Community Nursing Home Port Hope)	202004982		Intake file reporting members to CNO when ill
Southbridge Lakehead (was Revera) Long Term Care Inc O/A Lakehead Manor	202005224		
(Southbridge) Maitland Manor	202004897	202003834 and 202003836 20200598 – possible non payment for isolation	
Southbridge Orchard Villa (was Community Nursing Homes/Village Retirement Centre in the town of Pickering)	202003958 - referred		MOL Appeal files 202004360

(Southbridge) Parisien Manor Nursing Manor in the city of Cornwall (Community Parisien Manor) aka Lafontaine Lodge Limited C.O.B. as Parisien Manor Nursing Home	202004990		
(Southbridge) Port Perry Place (RN only) (Community Port Perry)	202004122		
Southbridge Roseview was Revera) Long Term Care O/A Roseview Manor	202004618 intake	202005328	
(Southbridge) The Palace (Community Alexandria) Alexandria, Lafontaine Lodge limited C.O.B. as The Palace	202003952		
(Southbridge) West Park Health Centre	202002009		
(Steeves & Rozema) Heron Terrace Long Term Care Community	202005683 Intake		
(Steeves & Rozema) Lanark Heights Long Term Care			
(Steeves & Rozema) Trillium Villa Nursing Home	202004942		
(Steeves & Rozema) Westmount Gardens	202004956	202004707 and 202004705 isolation files at intake	
Stirling Manor Nursing Home (Manorcare Partners operating as Stirling Manor Nursing Home)	202003193		Intake file for reporting members to cno for calling in ill
Sunnycrest Nursing Home	202005017		

Trinity Village Care Centre	202004966		202003736 H&S at intake
Valley Manor Inc. (RN and RPN) (Barry's Bay)	202004925		
Victoria Gardens Long Term Care, Hamilton	202004909		
Wellington House Nursing Home	202004977, 202004119 and 202004118 all at intake		
Wildwood Care Centre(RN, RPN, PSW and GA)	202004899		
Chartwell Wynfield (First CA)	202005076		202004700 H&S at intake
Brouillettes Manor	202001328 - intake	202004183 202004252	202004564 and 202004566– failure to accommodate
peopleCare Tavistock	202004979		
Residence Champlain (managed by Responsive)	202005161		Exposure 202004482 202004479
Saint Lukes Place	202003935		
Southbridge Pinewood	202005245 intake		
Sienna Case Manor RPNs			
Shepherd Village	202005154		
Southbridge (Port Perry Place) Allied	202004120		
Tilbury Manor Nursing Home	202001332		
APANS Parklane (First CA)	202001782		202005041 – intake

			pandemic planning
Arbour Heights (Revera) (First CA)	202003169 intake		
Chartwell Park Hill (First CA)	202004009 referred	202004582 and 202004583 to be referred today	
Chartwell Royal Oak (First CA)	202003806	202003815 202003818 202003819	
Franklin Gardens (First CA)	202005903 intake		202004007 intake H&S
Revera Burloak (First CA)	202003394 intake		202004038 scheduling
Villa Forum Long Term Care Residence (managed by Chartwell)	202004698	202005023 202005781 intake 202003459	Exposure file at intake
Wyndham Manor (First CA)	202004980		
Algoma Manor	202004294		
Belvedere Heights	202005063 held in abeyance		
Ina Grafton Gage Home	202004083		
Knollcrest Lodge	202004010 intake		
FJ Davy – Extendicare managed	202005945		
Manitoulin Centennial Manor	202004883 - referred		
The District of Muskoka the Pines Long Term Care (Extendicare managed)	202004936		

Villa Columbo	202024018		
Belmont House			