

**In the Matter of an Arbitration
Under the *School Boards Collective Bargaining Act, 2014***

BETWEEN:

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION

(Employer Bargaining Agency or OPSBA)

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(Employee Bargaining Agency or ETFO)

AND

HIS MAJESTY THE KING IN RIGHT OF ONTARIO

(Minister of Education)

(Intervenor or the Crown)

(Re: Early Reading Screening)

APPEARANCES

For OPSBA

John-Paul Alexandrowicz, Counsel, BLG

Jessica Wuergler, Counsel, BLG

For ETFO

Howard Goldblatt, Counsel, Goldblatt Partners

Kiran Kang, Counsel, Goldblatt Partners

Subrina Sukhdeo, Counsel, Goldblatt Partners

For the Crown

George Parris, Counsel

Robert Boissonneault, Counsel

AWARD

INTRODUCTION

1. I have been duly appointed as arbitrator pursuant to s.43(1) of the *School Boards Collective Bargaining Act, 2014* (the “SBCBA”) and Article C4.00 of the central terms to the various collective agreements between ETFO and the various school boards represented by OPSBA in central bargaining. The matter before me is a central dispute referred to arbitration by OPSBA on April 17, 2025 (the “dispute”), relating to the interpretation of Memorandum of Understanding #1: Early Reading Screening, which forms part of the 2022-26 central terms (“MOU1”).¹ The dispute was filed in response to several local grievances relating to the failure to provide Specialist Teacher support to certain students. The parties appeared before me on November 25, 2025 and January 7, 2026 and I engaged in an ongoing mediation/arbitration process following those hearing dates. At the conclusion of that process, the parties agreed that I had heard their arguments and could proceed to render my decision based on their representations and the written materials and that, therefore, the hearing scheduled for June 12, 2026 was not necessary in the circumstances.

2. The dispute raises a narrow interpretive question: does MOU1 require a Specialist Teacher in every case to provide additional support to and conduct the Second Screening for every student who requires a Second Screening? The question is “narrow” because it is intended to be answered based solely on the terms of MOU1 itself. Put differently, the question is whether one can hold up MOU1 as establishing, on its own terms and without resort to additional facts, that a Board is required to provide these supports in all cases?

3. For the reasons that follow, it is clear that MOU1 does not, on its own, create such an obligation. In accordance with s.43(5)3 of *SBCBA*, this determination is binding on local parties. However, it is important to also clarify what this central award is *not* deciding. As discussed further below, whether a particular Board, in its particular circumstances, might nonetheless be required to provide these supports for reasons that go beyond the four

¹ I note that the Association raised a preliminary objection to this matter proceeding as a properly constituted central dispute. That objection was resolved through mediated discussions on a strictly without prejudice and precedent basis.

corners of MOU1 is beyond the scope of this dispute. That is a question to be determined, if necessary, in the outstanding local grievances.

MOU 1

4. MOU1 reads as follows:

MEMORANDUM OF UNDERSTANDING #1
IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE SCHOOL BOARDS COLLECTIVE BARGAINING ACT,
2014
BETWEEN:
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO ("ETFO")
AND
THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPSBA")
AND
THE CROWN
RE: Early Reading Screening

1. Funding

The Crown shall provide a provincial investment (as noted in Appendix III) in each of the 2024-2025 and 2025-2026 school years to hire teachers (hereinafter, "Specialist Teachers") who can work one-on-one or in small groups with students in Kindergarten to Grade 3 who would benefit from more support in reading. These supports may include providing direct Tier 2 and Tier 3 reading interventions and other supports required by the school or board on reading and literacy-related initiatives.

2. Implementation of provincially mandated Early Reading Screening (ERS)

The Parties agree that mandatory ERS, as directed by the Ministry of Education, shall be implemented by School Boards in accordance with the following:

- a) All students in Year 2 of Kindergarten, Grade 1 and Grade 2 shall be screened for early reading using a ministry-approved, evidence-based screening tool. These students are required to be screened twice in a school year, however, for students who met the benchmark in the first screening, the second screening is optional.
- b) Classroom teachers shall be responsible for screening students in their class. After the first screening, students who are receiving additional support from a Specialist Teacher, and require a second screening, will be screened by the Specialist Teacher.
- c) Additional support from a Specialist Teacher may take a variety of forms including in-class and/or withdrawal.
- d) For the first screening, and after consultation with the classroom teacher on the lesson plan, Specialist Teachers will plan and provide literacy and language curriculum instruction to students in Grade 1, Grade 2, and Year 2 of Kindergarten classes that do not have a designated early childhood educator while the classroom teacher administers the ERS tool to individual students. A classroom teacher in a Year 2 of Kindergarten class that has a designated early childhood educator may request support of a Specialist Teacher and it may be provided subject to Specialist Teacher availability.
- e) For the first screening, the Specialist Teacher time booked in the classroom is based on an average of 15 minutes per student that is being screened.
- f) School Boards will make best efforts to reschedule Specialist Teacher assistance in the event of an absence or other unforeseen circumstances during the administration of the ERS tool by the classroom teacher.

3. The implementation of ERS as contemplated in this Memorandum of Understanding shall not be subject to a grievance under article C9 of the collective agreement. For clarity, this Memorandum of Understanding is subject to the grievance procedure.

4. This Memorandum of Understanding will be in effect for the 2024-2025 and 2025-2026 school years. Conditional upon the continuation of funding specified in paragraph 1, this Memorandum of Understanding will remain in effect following the expiration of the 2022-2026 collective agreement, until the ratification of the subsequent central agreement. For clarity, none of the commitments in this Memorandum of Understanding shall continue beyond the expiration of the 2022-2026 collective agreement if the funding specified in paragraph 1 is not continued.

ARGUMENT AND ANALYSIS

5. OPSBA's position is straightforward. There is nothing in the language of MOU1 that requires a school board in all cases to assign a Specialist Teacher to provide interventions and/or to conduct the Second Screening for every student at each Board who falls below the benchmark on the First Screening. On a careful review of MOU1, I find that OPSBA's position is correct. Paragraph 2(b) of MOU1 provides that generally "[c]lassroom teachers shall be responsible for screening students in their class." The next sentence creates a mandatory exception where the Specialist Teacher, as opposed to the classroom teacher, will conduct the Second Screening. That is where students "are receiving additional support from a Specialist Teacher, and require a second screening." But there is nothing in the language that requires that a Specialist Teacher must *always* provide support to any student that fails to pass the First Screening, or that the Specialist Teacher must conduct the Second Screening in circumstances where she or he is *not* providing support to the student. One cannot find a universal requirement for support based solely on the narrower requirement that *if* the support is being provided by a Specialist teacher, then it is the Specialist Teacher who must conduct the Second Screening.

6. ETFO has not identified any language in MOU1 that contradicts OPSBA's position. Rather, it objects that what should be the real issue—whether a Board is required to provide a given group of students with support or screening by a Specialist Teacher—cannot be decided in the abstract, based solely on a reading of MOU1. It accepts that MOU1 does not stand, on its own, for the proposition that the Board is required to always provide the supports it is seeking. But neither does MOU1 support the opposite conclusion: that a Board is necessarily *not* required to provide these supports. For example, it submits, if the Board's decision to provide support to some students but not others is found to be arbitrary or discriminatory, then that Board might be obligated to provide the supports to those excluded students notwithstanding that it is not otherwise automatically required by MOU1.

7. In this award, I am deciding only the narrow interpretive issue before me. MOU1 does not, on its own, create an obligation to provide Specialist Teacher support to every student who requires a Second Screening, or that a Specialist Teacher conduct the Second Screening for every student that

requires one. What this award does not decide is whether a particular Board might nonetheless be required to provide these supports notwithstanding that MOU1 does not create such a standalone obligation. That is an issue to be decided at the local grievances, based on the evidence and argument presented in those hearings. Beyond stating the obvious consequence of the present award—that ETFO cannot hold up MOU1 in isolation as a complete basis for its grievances—I make no further comment on the merits of the local grievances.

CONCLUSION

8. For all of these reasons, I find that MOU1 does not, on its own, require a school board to assign a Specialist Teacher to support and screen every student who falls below the benchmark on the First Screener. Whether or not such support may nonetheless be required by virtue of additional facts falling outside the four corners of the terms of MOU1 is beyond the scope of this dispute. I leave such questions to be determined at local arbitration.

Dated at Toronto, Ontario, this 3rd day of June 2026.

“Eli Gedalof”

Eli A. Gedalof, Sole Arbitrator