

IN THE MATTER OF AN ARBITRATION BETWEEN:

Federation of Teachers in Hebrew Schools

(The “Federation”)

– and –

Anne & Max Tanenbaum Community Hebrew Academy of Toronto

(The “Employer”)

**Alleged breach of settlement of grievances of Aviva Polonsky and Rachel Urowitz
in relation to investigation of workplace harassment complaints**

Interim Decision

Ian Anderson, Sole Arbitrator

Case Management Call on April 7, 2025.
Award issued on April 7, 2025.

1. The Federation alleges a breach of a settlement in relation to Aviva Polonsky and Rachel Urowitz. The breach relates to alleged conduct by members of the Association of Hebrew School Educators (the "Association"). A case management call was held on April 7, 2025. The Association attended. In doing so, the Association did not attorn to my jurisdiction. On agreement, the Association participated without being required to do so.
2. Having considered the representations of the Employer, the Federation, and the Association, I make the following orders:
 - (i) On or before May 1, 2025, the Federation shall provide the Employer and the Arbitrator with:
 - (a) Full particulars upon which the Federation seeks to rely in support of its allegation of a breach, including any remedies it seeks.
 - (b) Any documents in the Federation's possession upon which it seeks to rely.
 - (c) The Federation's requests for production by the Employer.
 - (ii) On or before May 15, 2025, the Employer shall provide the Federation and the Arbitrator with:
 - (a) Full particulars upon which the Employer seeks to rely in response to the Federation. The particulars shall include any conduct by Aviva Polonsky, Rachel Urowitz or the Federation upon which the Employer seeks to rely and the Employer's position with respect to the remedies sought by the Federation.
 - (b) Any documents in the Employer's possession upon which it seeks to rely.
 - (c) The documents requested by the Federation or, to the extent it objects to production, the Employer shall individually list and identify the documents which it objects to producing and provide a brief statement of the basis for each such objection.
 - (d) The Employer's requests for production of any additional documents by the Federation.
 - (iii) On or before May 30, 2025, the Federation shall provide the Employer and the Arbitrator with:

- (a) Any additional particulars upon which the Federation relies in reply to the Employer's response.
- (b) Any additional documents in the Federation's possession upon which it seeks to rely.
- (c) The documents requested by the Employer or, to the extent the Federation objects to production, the Federation shall individually list and identify the documents which it objects to producing and provide a brief statement of the basis for each such objection.
- (iv) On or before June 4, 2025, the Association shall advise whether it seeks to intervene in these proceedings.
- (v) At the same time that the Federation and the Employer provide each other with particulars they shall provide copies to the Association. Receipt of such particulars, shall be on the basis of an implied undertaking by the Association that it shall only be used for the purposes of these proceedings.

Dated April 7, 2025.

"Ian Anderson"

Ian Anderson

Arbitrator