BRITISH COLUMBIA LABOUR RELATIONS BOARD

METRO VANCOUVER REGIONAL DISTRICT

(the "Employer")

-and-

GREATER VANCOUVER REGIONAL DISTRICT
EMPLOYEES UNION

(the "Union")

PANEL:	Sherry Shir, Vice-Chair
APPEARANCES:	Lauren Soubolsky and Jessica Hoskins, for the Employer John Rogers, K.C., for the Union
CASE NO.:	2026-000524
DATE OF DECISION:	July 3, 2026

DECISION OF THE BOARD

I. NATURE OF APPLICATION

1 The Employer applies under Section 11 of the *Labour Relations Code* (the "Code") alleging the Union has engaged in bad faith bargaining by refusing to provide explanations for certain benefit proposals, adding new proposals during bargaining, refusing to engage a mediator, and communicating with the media and the members of the Union, among other allegations (the "Application").

2 Having reviewed the evidence and submissions, I find the material facts are not in dispute. Accordingly, I am able to render a decision based on the materials and written submissions of the parties, without an oral hearing. While I have considered the entirety of the submissions and materials filed, my decision sets out only those facts, arguments, and reasons material to my decision.

II. BACKGROUND

3 The factual background that follows is drawn primarily from the parties' bargaining notes, which are supplemented, where necessary, by the other material and submissions before me. The parties' bargaining notes were, for the most part, consistent with one another, and neither party challenged the accuracy of the other's notes. To the extent there were inconsistencies between the parties' notes, I have relied on the Employer's bargaining notes in setting out the factual background.

4 The Employer delivers regional services, planning, and political leadership on behalf of 23 local authorities. It provides, supports and delivers various core regional utility services, including water, sewers, wastewater treatment and solid waste management. It also regulates air quality, plans for urban growth, manages a regional parks system and manages numerous affordable housing buildings.

5 The Union is the certified bargaining agent for approximately 673 employees who work in various departments that deliver the above-referenced services throughout the region.

6 The parties have a longstanding collective bargaining relationship dating back to the 1940s. The present Application arises out of their most recent round of collective bargaining following the expiry of the parties' collective agreement on December 31, 2024 (the "Collective Agreement").

7 On June 27, 2025, the Union issued notice to commence bargaining to the Employer. Subsequently, the parties met a total of 15 times to engage in collective bargaining. They first met on July 10, 2025, and held a further seven bargaining sessions in 2025 (September 17 and 29, October 29, November 4, and December 2, 4, and 5). They then held another seven sessions in 2026 (January 13 and 23, February 5 and 12, March 5 and 18, and April 8 and 13).

8 The July 10, 2025 bargaining session was largely procedural. The parties introduced their bargaining teams and established protocols for the negotiation process, including the exchange of proposals, caucus procedures, and future meeting arrangements. The parties agreed to exchange substantive proposal packages at their next bargaining session in September.

9 The parties' first substantive bargaining session took place on September 17, 2025, during which they exchanged and began discussing their respective bargaining positions. In addition to the proposals contained in its written package, the Union verbally identified several broader workplace concerns relating to staffing, recruitment and retention, safety, work assignments, and the administration of the Collective Agreement that it wished to address through the bargaining process (the "General Concerns"). In that meeting, the Employer took the position that the General Concerns should be presented in writing if it was expected to respond to them as part of collective bargaining.

10 During that same meeting, disagreements arose between the parties regarding bargaining process. In particular, the parties disagreed over the effect of the "without prejudice" language contained in the Union's initial proposal package and whether the Union intended to preserve the ability to raise additional proposals beyond those initially exchanged. In the next bargaining session held on September 29, 2025, the Union denied that it intended to expand the scope of bargaining or engage in bad faith bargaining and maintained that the cover language reflected its longstanding practice in previous rounds of bargaining.

11 On October 29, 2025, the Union provided the Employer with a document setting out the matters it had identified as part of the General Concerns (the "October 29 List"). The parties then discussed why the Union had framed those matters as topics for discussion rather than as formal proposals included in its proposal package. In particular, the Union explained that it had framed the General Concerns as topics for discussion, rather than as formal proposals, in the hopes that the parties could work collaboratively to develop appropriate collective agreement language. Before moving on to other topics, the Employer asked the Union whether it had a complete set of the Union's proposals at that point, accepting that the Union had presented the General Concerns as topics for discussion that may lead the parties to agree to language to be included in the collective agreement or otherwise. The Union confirmed that it did not expect to introduce new topics of discussion beyond those included in the initial proposal package and General Concerns it presented to the Employer on September 17, 2025, and was presenting in writing to the Employer during that meeting.

12 In the weeks that followed, the parties engaged in extensive discussions regarding their respective bargaining positions. However, the bargaining relationship became increasingly strained as negotiations progressed. The parties frequently disagreed not only about the substance of proposals but also about bargaining procedure and each other's approach to negotiations. The bargaining notes reflect various exchanges during which voices were raised, accusations were made that the other party was acting disrespectfully or misrepresenting positions taken at the table,

and disagreements arose over matters such as caucus procedures and the conduct of bargaining meetings. At least one bargaining session ended prematurely following a heated procedural dispute.

13 Notwithstanding these disagreements, the parties continued to exchange proposals and discuss potential avenues toward settlement. However, they remained divided on significant issues, including monetary proposals, extended health benefits, and the Union's proposals addressing operational and policy matters which formed part of the General Concerns.

14 By early February 2026, both parties expressed frustration with the lack of progress. At the parties' bargaining session on February 5, 2026, the Employer presented what it characterized as a "without prejudice" settlement proposal and advised that, absent significant movement, it intended to seek the assistance of a mediator and would request one from the Board. The Union took the position that mediation was premature since the Employer had presented its first package with monetary proposals and it wanted time to properly consider the Employer's package before responding.

15 The parties met again on February 12, 2026. The Union presented its revised proposal package and reiterated that progress required the Employer to substantively engage with its proposals. The Employer then adjourned the meeting to reassess its position, prompting the Union to later accuse the Employer of failing to remain at the bargaining table and frustrating the bargaining process.

16 Bargaining resumed on March 5 and 18, 2026 but remained focused on the parties' fundamentally divergent positions. The Union continued to press for improvements relating to wages, recruitment and retention, safety, premium pay, and contracting out, while the Employer maintained that its monetary proposal reflected prevailing regional bargaining patterns and sought greater clarity regarding the Union's priorities for extended health benefits. While each party made some concessions, they remained unable to narrow the gap between their respective positions. Following these meetings, the Union sought a strike mandate from its membership, which was approved by the majority of the membership, while the Employer filed an application to the Board concerning essential service designations in anticipation of potential job action by the Union.

17 In the weeks that followed, relations between the parties deteriorated further. The Union issued statements to the media and its members alleging that the Employer had ended bargaining sessions prematurely, failed to engage meaningfully with the Union's proposals, and had increased spending on non-Union positions. The Employer took exceptions to the Union's statements and alleged that they were "highly misleading". The Employer demanded the Union "take immediate steps to provide the correct facts" to its members. In response, the Union stated that it disagreed with the Employer's perspective and that it had the right to communicate with its membership on workplace issues.

18 Nonetheless, the parties met on April 8 and 13, 2026 to discuss their respective bargaining positions.

19 During the April 8, 2026 bargaining session, the parties exchanged revised proposal packages, but no meaningful progress was made towards a collective agreement. Specifically, the Employer took issue with the Union making proposals on matters which the Employer had stated it would not negotiate as well as the Union not indicating what the priorities were regarding the extended health benefits it was seeking. The Union also expressed frustration with the Employer's refusal to negotiate matters that it said were significant to the membership.

20 On April 10, 2026, the Employer filed the Application with the Board.

21 The parties' last bargaining session as of the last written submission on the Application took place on April 13, 2026. At the meeting, the Union acknowledged receipt of the Application and both parties then confirmed their intention to continue bargaining despite the Union's recent strike notice and the Application. The Employer also confirmed that it had sent out a communication to Union members responding to what it alleged to be misrepresentations in the Union's communications with the media and its members. The Employer then presented a revised settlement framework, to which the Union countered with a revised settlement framework of its own. Following the review of the Union's settlement offer, the Employer declared that the parties were at an impasse.

III. POSITIONS OF THE PARTIES

22 The Employer alleges that the Union's conduct during collective bargaining has not met its statutory duty to bargain in good faith and make every reasonable effort to conclude a collective agreement. The Employer asserts that this allegation is based on several aspects of the Union's bargaining approach, including: its refusal to provide further explanation or identify priorities for certain benefits proposals, the introduction of additional proposals after bargaining had commenced, its decision not to participate in mediation, its communications with members and the media during negotiations, and its conduct at the bargaining table. The Employer contends that, collectively, these actions have delayed negotiations, expanded the scope of bargaining, impeded progress toward settlement, and are indicative of bargaining tactics inconsistent with a genuine intention to reach a collective agreement.

23 In response, the Union states that it has bargained in good faith throughout the negotiations and that the Application mischaracterizes both the bargaining process and the Union's conduct. The Union maintains that it actively pursued a collective agreement by presenting and revising proposals, engaging in substantive discussions, and responding to the Employer's proposals as bargaining evolved. It states that its refusal to identify bargaining priorities or participate in mediation reflected legitimate bargaining strategy rather than an unwillingness to reach agreement, and that an impasse arose because of the parties' differing positions rather than any lack of good faith.

24 The Union also disputes the Employer's characterization of interactions at the bargaining table, asserting that the exchanges cited are typical of robust collective bargaining and that the Application selectively portrays the negotiations while overlooking its own conduct and bargaining tactics. Finally, the Union submits that the parties' inability to reach agreement is an ordinary outcome contemplated by the collective bargaining process and that the Application improperly seeks to transform a bargaining impasse into a finding of bad faith bargaining.

25 In its reply, the Employer states that its complaint is not based on the reasonableness of the Union's proposals, but on a pattern of conduct that allegedly undermined meaningful bargaining, including personal attacks, a "take-all-or-strike" approach, refusal to participate in mediation, and the introduction of additional proposals during negotiations without adequate justification. It states that the Union mischaracterizes the Employer's declaration of impasse and improperly portrays the dispute as ordinary hard bargaining, when in the Employer's view the Union's conduct both at and away from the table prevented progress toward settlement. The Employer further asserts that the Union has not denied several specific allegations, particularly the introduction of new proposals, and argues that these actions alone are sufficient for the Board to find a breach of the duty to bargain in good faith under Section 11 of the Code.

IV. ANALYSIS AND DECISION

26 Section 11 of the Code requires parties to bargain collectively in good faith and to make every reasonable effort to conclude a collective agreement.

27 In *South Coast Marine & Inspection Division*, *SGS Canada Inc.*, BCLRB No. B121/2000 ("*SGS*"), described the duty to bargain in good faith as follows:

> The first Section 11 requirement, the obligation to bargain collectively in good faith, concerns a party's subjective intentions. It is a violation of that requirement to negotiate without a *bona fide* intention of reaching a collective agreement. The second requirement, the obligation to make every reasonable effort to conclude a collective agreement, places limits on the objective means that each side is entitled to use in carrying out their intentions. A party is prohibited from adopting bargaining tactics that unreasonably inhibit the process of achieving agreement: *Noranda Metal Industries Limited*, BCLRB No. 151/74, [1975] 1 Can LRBR 145 ("*Noranda*").
>
> The Board examines the entire context of a negotiating history in order to determine whether a party to collective bargaining is failing or refusing to bargain in good faith. It determines on a balance of probabilities whether the respondent party (1) intends to conclude a collective agreement, (2) is failing to make every reasonable effort toward that end, (3) is engaging in conduct which unreasonably inhibits the process of achieving agreement, or (4) is conducting itself in a manner which has the

> predictable effect of destroying the decision making framework of bargaining: *Interior Forest Labour Relations Association,* BCLRB No. B179/99.
>
> (paras. 22-23)

28 As a general matter, the Board does not closely scrutinize the bargaining tactics employed by parties with a longstanding collective bargaining relationship (*Oak Bay Kiwanis Rose Manor Society*, BCLRB No. B116/2019 ("*Oak Bay Kiwanis*"), para. 31; *B.C. Sugar Refining Co. Ltd.*, BCLRB No. 49/78; *BC Rail Ltd.*, BCLRB No. B524/99). This is in keeping with the Board's hands-off approach to assessing allegations of bad faith bargaining (*Oak Bay Kiwanis*, para. 31; *Noranda Metal Industries Limited*, BCLRB No. 151/74 ("*Noranda*")).

29 Moreover, in assessing whether a party has failed to bargain in good faith by unreasonably inhibiting the bargaining process, the Board does not focus on isolated incidents; rather, it evaluates the impugned conduct in the context of the parties' overall bargaining positions and conduct to date (*Oak Bay Kiwanis*, para. 32; *SGS*, para. 23; *Naramata Centre Society*, BCLRB No. B157/2014, para. 60).

30 Having considered the entire context of the negotiating history between the parties in this matter, I am not persuaded that the Union engaged in conduct that amounted to surface bargaining or otherwise a failure to bargain in good faith.

31 The documents and submissions provided by the parties establish that they participated in a total of 15 bargaining sessions between July 2025 and April 2026. Throughout those meetings, the parties exchanged numerous proposals and engaged in extensive discussions concerning their respective bargaining positions. They were even able to reach an agreement on certain housekeeping matters and letters of understanding. In the later stages of bargaining, the Union made a number of concessions in its revised proposal packages that it tabled on February 12, March 18, and April 8, 2026. Notably, the Employer's acknowledgement of the Union's concessions is documented in the Employer's bargaining notes. The totality of these circumstances is inconsistent with a finding that the Union was merely going through the motions or engaging in surface bargaining.

32 Having considered the overall course of negotiations, below I address the five specific allegations the Employer has raised in the Application. For reasons provided, I find that none of these allegations, considered individually or cumulatively, establish a failure to bargain in good faith.

33 First, the Employer alleges that the Union negotiated in bad faith by refusing to identify its priorities with respect to its proposed enhancements to extended health benefits and by failing to engage in meaningful discussions concerning those proposals.

34 The bargaining notes establish that the Union tabled a proposal seeking various enhancements to extended health benefits, and the parties discussed the proposal over several bargaining sessions. During those discussions, the Employer asked the Union

to identify which of the benefits were of greatest importance to the membership so that it could make an informed counterproposal. In response, the Union maintained that all the proposed improvements were important and took the position that the Employer should respond to the proposal as a whole by tabling a counterproposal. The Employer declined to make a counterproposal without the Union first identifying its priorities and, in turn, the Union refused to rank the importance of the extended health benefits it was seeking. Therefore, the limited progress made on extended health benefits appears to have been influenced by the bargaining approaches adopted by both parties.

35 To the extent that the Employer relies on *Van-Air Holdings*, 2024 BCLRB 144 ("*Van-Air* #1"), to support the argument that the Union's refusal to identify its priorities is a breach of Section 11, I find that decision is distinguishable from the matter before me. In *Van-Air* #1, the union advanced numerous significant and unprecedented proposals without providing a reasonable explanation for them. In the present case, the issue concerns a single proposal relating to extended health benefits. Furthermore, the bargaining notes establish that the Union explained the proposed improvements were intended to align the bargaining unit's benefits with those the Employer negotiated with another union. Unlike *Van-Air* #1, the explanation provided by the Union was sufficient to permit meaningful discussion of the proposal.

36 Considering the foregoing, I am not persuaded that the Union's refusal to reveal its extended health benefit priorities amounted to a breach of Section 11 of the Code. The Union continued to discuss the proposals and provided an explanation for them, did not refuse to answer the Employer's questions altogether, and the Employer chose not to counter the proposal. Under these circumstances, the Union was not required to reveal the relative importance it placed on each of its bargaining proposals.

37 Second, the Employer takes issue with the written proposal the Union tabled on January 23, 2026 concerning items outlined in the October 29, 2025 List (the "General Concerns Proposals"). The Employer states that the General Concerns Proposals introduced "new demands" and improperly expanded the scope of bargaining, amounting to "receding horizon" bargaining.

38 In *Lafarge Canada Inc.*, IRC No. C219/91 (*"Lafarge*"), the Industrial Relations Council explained that the "receding horizon" doctrine "usually applies when one party 'leads the other down the garden path' toward settlement, and then abruptly removes the settlement opportunity from the other's grasp when resolution is near" (p. 28).

39 In *Van Air Holdings*, 2024 BCLRB 179 ("*Van-Air* #2"), the Board, relying on *Lafarge* and other authorities, summarized the principles governing receding horizon bargaining. The Board held that, in determining whether bargaining conduct contravenes Section 11, it may consider the nature and timing of the impugned proposals, whether the parties were approaching settlement, and whether there were compelling justifications for the changes in position (*Van-Air* #2, para. 80). While significant changes to the scope of the dispute made when the parties are close to settlement may constitute impermissible receding horizon bargaining, the Board recognized that collective bargaining does not occur in a static environment and that

parties may legitimately adjust their positions in response to changed circumstances (*Van-Air #2*, para. 80). Intervention is warranted only where the impugned conduct is genuinely destructive of the bargaining process (*Powell River Town Centre Hotel Inc.*, 2023 BCLRB 108 ("*Powell River*"), para. 33).

40 Applying the foregoing principles to the present case, I am not persuaded that the Union engaged in bad faith bargaining by engaging in receding horizon bargaining tactics or other bad faith conduct by tabling the General Concerns Proposals.

41 The Employer's own bargaining notes establish that the parties were nowhere close to concluding a collective agreement when the Union tabled the General Concerns Proposals on January 23, 2026. Accordingly, the parties had not reached a stage in bargaining where they were "on the precipice of a deal" such that the introduction of the General Concerns Proposals had the effect of undermining or inhibiting the collective bargaining process (*Powell River*, para. 33).

42 Furthermore, the General Concerns Proposals were not wholly new demands, as the Employer alleges. Those proposals flowed from issues that the Union had raised on September 17, 2025 and reduced to writing in the October 29 List. Therefore, the Employer had notice from September 17, 2025 that these issues would be pursued and proceeded with bargaining with the understanding that those topics might result in collective agreement language. Moreover, during the intervening bargaining sessions, the parties discussed several of the matters identified in the October 29 List before the Union ultimately tabled proposed collective agreement language and letters of understanding addressing those issues. Viewed in the context of the parties' bargaining history, the General Concerns Proposals were not new issues and did not significantly alter the scope of bargaining.

43 The Employer also raises concerns about the Union's use of the "without prejudice" cover letters for its proposals. The Employer states that the use of such language will allow the Union to re-open matters or re-introduce withdrawn issues, or renege on agreed-upon items. However, there is no evidence before me to indicate that the Union has relied on the "without prejudice" language to engage in any of the conduct the Employer described. In the absence of such evidence, I decline to make a finding of bad faith bargaining based on speculations about a situation that has not materialized.

44 Moreover, early in the bargaining process, the Employer raised a similar objection to the Union's use of the "without prejudice" cover letters. On September 17 and October 29, 2025, the Union responded that this had been a consistent practice in prior rounds of bargaining and confirmed that it did not intend to use that language to expand the scope of bargaining or introduce new issues beyond those in its proposal package and the General Concerns presented on September 17, 2025. Following that assurance, the Employer continued bargaining and, throughout the remainder of negotiations, did not assert that the Union's proposals were beyond the scope of bargaining or that the Union was improperly resiling from positions previously taken. The fact that the parties continued bargaining without the Union attempting to reopen

settled matters, introduce new issues, or resile from positions previously taken further undermines the Employer's contention that the use of the "without prejudice" language constituted bad faith bargaining.

45 Third, the Employer submits that the Union's refusal to participate in mediation after the parties had reached an impasse supports an inference that the Union lacked a genuine intention to conclude a collective agreement. This allegation is addressed by my earlier finding that the Union's overall bargaining conduct demonstrated a genuine intention to reach agreement. In any event, Section 11 does not impose an obligation on parties to participate in mediation, and parties remain free to decide whether mediation forms part of their overall bargaining strategy.

46 Fourth, the Employer alleges that the Union engaged in disrespectful and confrontational conduct toward the Employer's representatives, which it says impeded the bargaining process and was inconsistent with the Union's obligations under Section 11. I acknowledge that several heated verbal exchanges took place between parties' respective representatives during bargaining, and the Employer took issue with certain aspects of the Union's conduct. However, conduct that may be perceived as unfair or likely to disappoint or frustrate the other party does not, in itself, constitute a violation of Section 11 (*Noranda*, p. 28). Viewed in the context of the parties' overall bargaining history, the incidents relied upon by the Employer appear to have been isolated exchanges arising in the course of contentious negotiations between parties with a longstanding bargaining relationship. Moreover, there is no indication that the Union's conduct deprived the parties of the ability to engage in meaningful discussions, unreasonably inhibited the process of achieving agreement, or had the predictable effect of undermining the decision-making framework of collective bargaining. To the contrary, the parties continued to meet, exchange proposals, and engage in substantive discussions notwithstanding those heated exchanges. Considering these circumstances, the conduct alleged by the Employer does not establish that the Union failed to bargain in good faith.

47 Finally, the Employer alleges that the Union's communications with the media and the membership undermined the bargaining relationship and impeded the parties' ability to reach an agreement in good faith. As noted in *Noranda*, if the Board were asked to evaluate every distortion of fact or inflation of opinion contained in material written during heated collective bargaining disputes, it would be doing little else (p. 29). This well-established policy indicates that the Board's scrutiny should not reach such a level.

48 In the present case, the Employer disagreed with the content or tone of the Union's communications, but the Union was entitled to keep its membership informed regarding the progress of bargaining and to communicate its perspective on the issues in dispute, as well as the status of the negotiations. In addition, the Employer had the opportunity to respond to the Union's statements and did so on or about April 13, 2026. Finally, the Application material indicates that the parties continued to meet, exchange proposals, and engage in bargaining discussions after the Union's communications with the media and the membership. Overall, there is no evidence that the communications

were intended to or had the predictable effect of undermining the parties' ability to continue negotiations.

49 I have also considered whether the cumulative effect of the conduct alleged by the Employer demonstrates a failure by the Union to bargain in good faith. Having regard to the parties' lengthy bargaining relationship, the number of bargaining sessions held, the continued exchange of proposals, the concessions made, and the parties' ability to continue engaging in substantive discussions notwithstanding their disagreements, I am not persuaded that the Union's conduct, viewed as a whole, unreasonably inhibited the process of achieving a collective agreement.

V. CONCLUSION

50 For the reasons above, I dismiss the Application.

LABOUR RELATIONS BOARD

"SHERRY SHIR"

SHERRY SHIR
VICE-CHAIR