



Court File No. **VLC-S-S-265564**

This is the 1st Affidavit of
James McMurtry in this case
And was made on July 23, 2026

Court File No.:
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

B E T W E E N:

JAMES McMURTRY

Petitioner

-and-

**BRITISH COLUMBIA TEACHERS' FEDERATION,
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34 (ABBOTSFORD),
and BRITISH COLUMBIA LABOUR RELATIONS BOARD**

Respondents

**AFFIDAVIT OF JAMES MCMURTRY
(AFFIRMED JULY 23, 2026)**

I, JAMES MCMURTRY, of the [REDACTED] in the Province of British Columbia, SOLEMNLY
AFFIRM AND DECLARE:

1. I am the petitioner in this matter and, as such, have personal knowledge of the facts herein
deposed, except where based on information and belief, in which case I state the source and believe
the same to be true.
2. I am a resident in the [REDACTED]. I have been a schoolteacher for over 40 years.
3. I was employed by the Board of Education of School District No. 34 (Abbotsford) (the

“**Employer**”) as an on-call public school teacher from 2019 until my termination in June 2023, as described below.

4. During my tenure, my employment relationship with the Employer was governed by two agreements: (1) an agreement entitled “*Provincial Collective Agreement – July 1, 2022 to June 30, 2025 – Common Provincial Articles*” between the B.C. Public School Employers’ Association and British Columbia Teachers’ Federation, a copy of which is attached to this affidavit and marked as **Exhibit “A”**; and (2) an agreement entitled “*A Working Document – Provincial Collective Agreement*” between the British Columbia Public School Employers’ Association/The Board of Education of School District No. 34 and British Columbia Teachers’ Federation/The Abbotsford Teachers’ Union, a copy of which is attached to this affidavit and marked as **Exhibit “B”**.

The First Incident

5. On May 7, 2021, the Abbotsford News published an article entitled “Phil Anderson, Abbotsford Trustee Steps Away Temporarily: Social Media Comments.” The article described that Trustee Anderson was resigning from the school board following comments comparing mask mandates to slavery made on social media.

6. On May 10, 2021 I wrote a letter to the editor to support Trustee Anderson’s right to freedom of expression. I criticized what I believed to be a mob-mentality driving the pressure on Trustee Anderson to resign. In writing my letter, I accidentally reversed the names of Trustee Anderson and the Board Chair, Stan Peterson.

7. The next day, on May 11, 2021, I realized my mistake and wrote to the Abbotsford News noting my mistake and asking them to change the names. The article with my comments is attached to this affidavit and marked as **Exhibit “C”**.

The Second Incident

8. On or about May 31, 2021, while acting as a substitute teacher for a [REDACTED] class at [REDACTED], I made certain comments to students concerning the alleged finding of unmarked graves at the former Kamloops Residential School. That day, the school principal made a school-wide public announcement to the effect that unmarked graves had been found at the Kamloops Residential School. The announcement gave condolences and asked staff to talk with students if they wished to discuss the matter.

9. In response to the announcement, I believed that I had been tasked with facilitating an in-class discussion on the matter. I thus engaged the class in such a discussion. During the discussion, I sought to clarify who ran the residential schools in British Columbia between 1883 and 1996. I also invited the students to consider whether the term “mass murder” ought to be used given that no investigation had yet been completed. I also spoke about other historical causes of death among students in residential schools, including disease, fire, accidents and, in some cases, neglect. I agreed with the students that forced cultural assimilation took place at residential schools, and that that was a crime. I then attempted to end the discussion on a positive note, calling students’ attention to the fact that in 1865, the child mortality rate in Canada was one third; today it is 1.4%. I then invited them to not be complacent but work towards a better world.

10. Later that day, the school administration walked me out of the classroom because I had facilitated this conversation. The following day, on June 1, 2021, I was suspended pending investigation.

11. Following the investigation, a discipline hearing was held on January 25, 2022. A copy of the document package prepared by the Employer for the hearing is attached to this affidavit and marked as **Exhibit “D”**. The Employer characterized my comments as “*inflammatory*,

inappropriate, insensitive, and contrary to the [Employer's] message of condolences and reconciliation." I disagree. Rather, I believe that my comments were rational, reasonable, defensible and made in a good faith effort as an educator, to discuss the announcement – as requested by the principal – with students in a respectful, free and frank manner.

The Termination

12. On February 23, 2023, following a meeting held *in camera* on February 21, 2023, the Employer terminated my employment, for cause. One of the bases for my termination was my comments made to the students on May 31, 2021, described above. A copy of the termination letter dated February 23, 2023 is attached to this affidavit and marked as **Exhibit "E"**.

13. The Employer also relied on separate allegations that I had made inappropriate comments, failed to follow COVID-19 safety protocols, been critical of the Employer, made a disrespectful comment to the school principal, and disclosed to others that I was under investigation. I also dispute those allegations.

The Grievance

14. My union, the British Columbia Teachers' Federation (the "**Union**") filed a grievance against my termination on June 22, 2023. The grievance letter sent by the Union is attached to this affidavit as **Exhibit "F"**. A mediation was subsequently held on September 15, 2025, which did not lead to a resolution.

15. On October 2, 2025, the Union's counsel sent me an email stating that "*...further efforts to negotiate a mediated resolve to your grievance would be futile...*" On November 18, 2025, the Union's counsel again wrote, advising that the Union had decided not to proceed to arbitration with his grievance. Both emails are attached to this affidavit as **Exhibit "G"**.

The DFR Application

16. On January 5, 2026, I applied under s. 12 of the *Labour Relations Code* (the “**Code**”) to the Labour Relations Board (the “**Board**”), arguing that the Union breached its duty of fair representation because its decision not to proceed to arbitration was arbitrary, discriminatory, and made in bad faith (the “**DFR Application**”). Unfortunately, due to a time limiting feature on the official copy of the DFR Application returned to me by the Board, I do not currently have access to the original PDF document. However, I copied the contents of the DFR Application into the body of an email provided to the Union’s counsel on January 7, 2026, a copy of which, including attachments, is attached as **Exhibit “H”** to this affidavit.

17. On March 13, 2026, I emailed the Board to add information to my DFR Application. On March 18, 2026, I emailed the Board again to add further information to my DFR Application. I was informed that I needed to ask for permission to provide more information, so I compiled my requests and asked for permission. On March 19, 2026, the Board granted me permission to provide the additional information. The emails dated March 18-19, 2026, along with attachments, are attached to this affidavit as **Exhibit “I”**.

18. On May 1, 2026, the Board rendered a discretionary decision (the “**Initial Decision**”) denying the DFR Application on the basis that it did not establish an apparent case that the Union's decision not to proceed to arbitration was arbitrary, discriminatory, or made in bad faith. The Initial Decision is attached to this affidavit as “**Exhibit “J”**”.

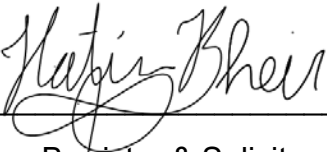
The Reconsideration Application

19. I then applied under s. 141 of the *Code* for reconsideration of the Initial Decision. Unfortunately, due to a time limiting feature on the official copy of the DFR Application returned to me by the Board, I do not currently have access to the original PDF document. However, I

Exhibit A exceeds 10 pages and has been omitted pursuant to rule 22-2(9)(b) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 but may be made available for the use of the court and the prior inspection of any party to the proceeding.

Exhibit B exceeds 10 pages and has been omitted pursuant to rule 22-2(9)(b) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 but may be made available for the use of the court and the prior inspection of any party to the proceeding.

This is **Exhibit “C”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.



Barrister & Solicitor

Abbotsford trustee temporarily steps down after sharing post relating COVID masks to slavery

Phil Anderson to receive training after comparing wearing a mask to slavery on his Facebook page

BEN LYPKA / May. 7, 2021 10:19 a.m. / LOCAL NEWS / NEWS



An Abbotsford board of education trustee has agreed to temporarily step away from his duties after controversial social media posts he shared were discovered.

Phil Anderson shared an image comparing wearing a mask to slavery on his personal Facebook account on April 29. The photo features a mask waving the air attached to a flag post and refers to a mask as "the flag of slavery."



Abbotsford board of education chair Stan Petersen said they were made aware of the posts Thursday night (May 6) and decided to act swiftly.

"We emphatically state that this is not reflective of our board's position," he told The News in an email.

"The Abbotsford board of education is fundamentally committed to providing a safe, equitable and inclusive environment for all our students, staff and families. The board is strongly committed to anti-racism, and opposes hate in any form.

"In addition, we remain committed to fully implementing the provincial public health and safety procedures, and strongly support the work of our staff who have been dedicated to our students throughout the pandemic."

Petersen said Anderson has agreed to temporarily step away from his duties to take training to build a better understanding of these issues. He has also agreed to apologize and take down the posts in question and refrain from using social media at this time.

According to the Abbotsford School District, training has not yet been finalized but Anderson will report back on the results.

"Trustee Anderson is currently investigating professional development options focused on anti-racism, equity and inclusion, and the use of social media," stated Kayla Stuckart, communications manager for the district. "He has committed to his colleagues on the board to report back on his learning and growth at a future date."

Anderson went on to apologize for his actions on his Facebook page.

"Unfortunately, I have shared posts on my profile that were ill conceived, and I deeply regret my actions," he stated. "Please understand that at this time I am removing access to my Facebook account, and related social media. Please know that my actions are not reflective of our board's position. Thank you for your understanding, and again, my apologies."

Anderson has been elected twice as a trustee in Abbotsford, last placing sixth in the 2018 election with 10,064 votes.

ABBOTSFORD

12 Comments

Sort by **Newest**

2 thoughts on "Phil Anderson, Abbotsford School Trustee Steps Away Temporarily re: Social Media Controversies"



Jim McMurtry says:
May 10, 2021 at 7:20 am

Dear Editor:

I support Mr Peterson's right to free expression. As a teacher in the Abbotsford School District, I worry when one of our trustees is subjected to a Soviet-type show trial. The characteristics of a show trial are set out below:
"A show trial is a public trial in which the judicial authorities have already determined the guilt, and/or innocence, of the defendant. The actual trial has as its only goal the presentation of both the accusation and the verdict to the public so they will serve as both an expressive example and a warning to other would-be dissidents or transgressors. Show trials tend to be retributive rather than corrective and they are also conducted for propagandistic purposes."
I read on the CTVNews website (May 7) that Mr. Peterson considers his "shared posts...all conspired" (apology), and that he will "take time" to build a better understanding of these issues" (re-education and retribution). He has "committed to his colleagues on the board to report back on his learning and growth at a future date" (humiliation). No one in the media reports or among his colleagues and district subordinates supported him (isolation).
A fellow trustee has issued a coerced public apology on his behalf. "The Abbotsford Board of Education is fundamentally committed to providing a safe, equitable and inclusive environment for all our students, staff and families. The board is strongly committed to anti-racism, and opposes hate in any form" (propaganda, virtue-signalling, moral grandstanding, presumed guilt).
Mr. Peterson has been accused of making the district unsafe for children, and because he has shared a private at-home post with a colleague, which shows a medical mask hanging from a flagpole under the words "The flag of slavery," he has been labelled a racist. Breaching of history leads one to conclude that slavery (or should I now write the "S" word?) is a heinous practice valid upon all peoples over all human time, most tragically in the Atlantic Slave Trade.
The good people of Abbotsford, now more than ever, need to stand up to what Roman Alderson (Mr. Bessie calls "the modern equivalent of the medieval mob out in the street looking for someone to burn.") The assault is on Mr. Peterson. This is not about the contents of his post but his right to express himself.
A former colleague and author on psychology writes: "Flexible consciousness is key to mental and spiritual health. Being able to tolerate exposure to other perspectives is key to that. This does not require acceptance or adherence to those other person's views. It merely requires that one be able to tolerate another individual's right to that perspective. This is the basis of the integrating self-function, which is key to mental health."
The mob against Mr. Peterson is not rational or fair.
Sincerely,
Jim McMurtry, WJ Mount (teacher, Abbotsford)
P.S.
Wickedness is redolent of Soviet-style state religion. Dissent is racism (anti-communism). Peterson is guilty of "Covid racism." "New age of moral conformity" (Jonathan Sumption). Peterson (related to Jordan?) was rolled out by a colleague, as the Parsons children do with their own father in 1964. He confesses, accepts re-education (brainwashing). We are safer. Long live Big Brother.

REPLY



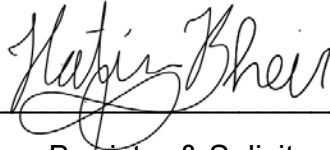
Jim McMurtry says:
May 11, 2021 at 9:15 am

I am the author of the comment about the trustee. I am very pleased to see my article in print but I would ask that you correct a mistake I made. The name of the trustee is Phil Anderson, not Stan Peterson. It would take only a few seconds to change the names as it appears in the article. My apologies. — Jim McMurtry.

REPLY

Exhibit D exceeds 10 pages and has been omitted pursuant to rule 22-2(9)(b) of the *Supreme Court Civil Rules*, B.C. Reg. 168/2009 but may be made available for the use of the court and the prior inspection of any party to the proceeding.

This is **Exhibit “E”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.

A handwritten signature in cursive script, reading "Hapir Bheir", is written over a horizontal line.

Barrister & Solicitor

February 23, 2023

Mr. James McMurtry
[REDACTED]
[REDACTED]
[REDACTED]

Dear Mr. McMurtry:

Re: Termination of Employment

The Board of Education of School District No. 34 (Abbotsford) held a special in camera meeting on February 21, 2023, to consider numerous allegations concerning your misconduct, as described in the report submitted to the Board by administration. The Board also considered the written information provided by you, prior to the meeting.

You were accompanied at the Board meeting by Doug Smuland, ATU President. You indicated that you wished to speak on your own behalf, and you did so. Your wife and your adult son attended the Board meeting as observers.

After listening to the presentations of administration and to your presentations, the Board deliberated at length and passed the following resolution:

"THAT the Board of Education approve the termination of employment of Jim McMurtry for just and reasonable cause, effective immediately."

The Board considered both the findings of facts related to the 2021 allegations (the "2021 Investigation Report") as well as the findings of facts related to allegations concerning your conduct in 2022 (the "2022 Investigation Report").

As set out in the 2021 Investigation Report, you engaged in inappropriate and unprofessional misconduct, were insubordinate and breached your obligations of fidelity to your employer. In particular, you made inappropriate sexualized comments to students; you exercised poor judgment by making imprudent comments to a certain student with whom you did not have a positive relationship; you failed to follow COVID-19 safety protocols; you made inflammatory, inappropriate and insensitive comments to students concerning the finding of unmarked graves of Indigenous children at the former Kamloops Residential School; you wrote a letter to the Abbotsford News in May 2021 which was critical of the School District and its trustees and which had the potential effect of damaging the reputation of a trustee; when given the Notice of Investigation by your Principal in May 2021, you made a disrespectful comment and threw

it at the Principal; and you repeatedly breached the direction of confidentiality concerning the investigation by disclosing that you were under investigation to students, trustees, senior management, numerous union officials and teacher dispatch staff.

As you know, as a result of the findings related to the 2021 allegations, the School District's administration recommended your employment be terminated for just cause and a Board meeting was scheduled for January 2022. The meeting was adjourned so that you could commence medical leave and on the condition that you would not engage in: "social media posts, emails, correspondence or messages to trustees, staff or students, or to the broader community, in any way related to his relationship with the School District, his employment, School District policy, or any perceived grievance he has with respect to his employment." The Union confirmed by email that you agreed to this.

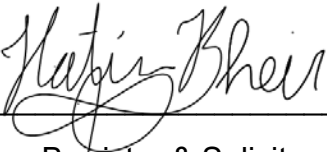
However, you subsequently denied that you gave any such agreement and wrote to trustees, the Minister, Deputy Minister, various senior management, the Union and Abby News with the caption: "Re recommendation for my termination: another teacher immolation". You also provided an interview with Rebel News, which was uploaded on November 6, 2022, during which you shared confidential information including extracts from the 2021 Investigation Report. As set out in the 2022 Investigation Report, your conduct was in breach of the Professional Standards for BC Educators, the School District's Policy AP 401- Social Media - Employees and violated your duty of fidelity to your employer.

The Board of Education has obligations toward students and the public at large to take appropriate action when faced with serious teacher misconduct. Your employment is ended effective immediately.

Sincerely,



This is **Exhibit “F”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.



Barrister & Solicitor



June 22, 2023

By email

British Columbia Public School Employers' Association



Attention: Chris Beneteau, Executive Director, Employee Relations & Sector Initiatives

Dear Chris Beneteau:

**SUBJECT: BC Public School Employers' Association—SD No. 34 (Abbotsford)—and—
BC Teachers' Federation—Abbotsford Teachers' Union
Jim McMurtry—Excessive Discipline—Provincial Matters Grievance
BCTF File No. 34-2023-0003—Local File No. 2023-03**

The British Columbia Teachers' Federation refers the above-referenced provincial matters grievance to arbitration pursuant to Article A.6.7 of the parties' Collective Agreement. David Tarasoff will be counsel for the British Columbia Teachers' Federation. Please have your counsel contact David Tarasoff directly at:

Hastings Labour Law Office
3066 Arbutus Street, Vancouver, BC V6J 3Z2

D: 604-259-6224
E: dt@hilo.ca

This Abbotsford case concerns the employer's termination of the grievor's employment without just and reasonable cause. If cause for discipline did exist, the termination was excessive in the circumstances. The employer has breached the parties' Collective Agreement, including but not limited to, Article C.21 (Discipline and Dismissal)

The union is seeking remedies including, but not limited to, a declaration of the violation, an order for future compliance, an order that the termination be rescinded and the grievor reinstated, an order that the grievor be made whole, and such other orders or remedies appropriate in the circumstances.

Note that this précis is not intended to define the scope of the grievance. It is information provided as a courtesy in order to assist the district contacts at BCPSEA to identify and understand the case. The union reserves the right to raise before the arbitrator any issue which was raised by the original grievance, in the grievance procedure, or any issue which is identified by counsel in preparing the case for arbitration.

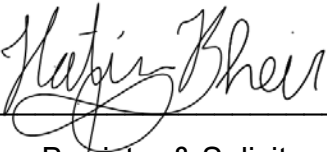
Yours truly,

A handwritten signature in blue ink, appearing to read "Karlan Modeste".

For Karlan Modeste
Legal Counsel

pc: David Tarasoff, Hastings Labour Law Office (by email)
Doug Smuland, President, Abbotsford Teachers' Union (by email)
George Serra, BCTF Field Service Representative (by email)

This is **Exhibit “G”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.



Barrister & Solicitor



Jim McMurtry <jimmcmurtry01@gmail.com>

Re: BCPSEA (School District 34) and Abbotsford District Teachers Association (Jim McMurtry Dismissal Grievance)**Michael Shapiro**

Tue, Nov 18, 2025 at 11:08 AM

To: Jim McMurtry [REDACTED] >
Cc: George Serra [REDACTED]

Hi Jim,

Further to my email below, I am writing to communicate the BCTF's decision regarding your grievance.

Further to my email below, I advised you in early October that the BCTF would be reviewing whether to continue with the grievance and provided you with an opportunity to share any information you would like considered. After considering all the relevant factors including all the information and documents that you provided, the BCTF has concluded that the grievance is very unlikely to succeed. Consequently, the BCTF will not be proceeding to arbitration, and the grievance will be withdrawn. This is a final decision. There is no internal BCTF appeal mechanism for decisions to withdraw a grievance at this stage.

I know that this is not what you want to occur. However, as I and others advised you on multiple occasions, this has always been a very challenging grievance.

In November 2023 you met with my former law partner David Tarasoff who explained the challenges in this grievance. I took over this file in 2024 [REDACTED]. We met on October 16, 2024 and discussed the fact that reinstatement was not a realistic possibility because the employment relationship is clearly damaged beyond repair. We agreed to pursue a resolve involving a resignation and monetary compensation.

The employer then offered to rescind your termination provided that you agree to resign. However, no monetary compensation was offered. You requested \$500,000 and that the settlement agreement be made public.

We met again on September 9, 2025. I again explained the challenges with the grievance.

On September 15, 2025 we attended a mediation before Ken Saunders, which did not lead to a resolve. Arbitrator Saunders then issued a cease and desist order requiring that you immediately delete mediation-related documents that you posted on social media.

Since you were terminated in 2023, every effort was made to attempt to build a winnable case or to negotiate a resolve to the grievance. Multiple lawyers have reviewed the circumstances surrounding your termination (BCTF Legal, David Tarasoff, and myself), we engage with employer counsel, we tried mediation with Ken Saunders, and we carefully considered all of the relevant materials provided by the employer and yourself. Unfortunately, we have now reached a point where there is no reasonable prospect of a negotiated resolve to the grievance nor is there any reasonable prospect of building a winnable case at arbitration.

We have also discussed on multiple occasions that the employment relationship between you and the school district is clearly damaged beyond repair. Even if the grievance was upheld (the chances of which are exceedingly low), the hundreds of thousands of dollars that you are seeking in damages in lieu of reinstatement is clearly unattainable - particularly given your short tenure with the school district.

Sincerely,



MICHAEL SHAPIRO

Hastings Labour Law Office, LLP

Telephone: [REDACTED]

www.labourlawoffice.com

This message is intended solely for the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you have received this message in error, please advise the sender immediately and delete this message. Thank you for your cooperation.

From: Michael Shapiro [REDACTED]
Sent: Thursday, October 2, 2025 2:37 PM
To: Jim McMurtry [REDACTED]
Subject: BCPSEA (School District 34) and Abbotsford District Teachers Association (Jim McMurtry Dismissal Grievance)

Hi Jim,

Thank you for your recent emails.

It is now clear that further efforts to negotiate a mediated resolve to your grievance would be futile.

You will also recall that arbitrator Saunders ordered you to “delete all social media posts of the Mediation Brief and related documents” and “not to disclose the Mediation Brief or related documents to anyone with the exception of the Union, the Union’s legal counsel, and independent legal counsel, or encourage others to do so, without the Union’s application for leave to do so”. While the mediation has concluded, the order remains in effect. Please continue to comply with it.

I am told that the BCTF is now in the process of deciding whether to proceed with your grievance to arbitration. Once that decision is made, the BCTF will advise me of the decision and I will communicate it to you.

You have previously indicated that you would like the grievance to proceed to arbitration. I suspect that your views in that regard have not changed, but please confirm this.

The employer’s asserted grounds for the termination are set out in the following attached documents

1. Termination letter.
2. November 5, 2021 report of Ray Prosser.
3. January 25, 2022 report of Michele Radomski.
4. February 7, 2023 report of Michele Radomski
5. Employer’s Mediation Brief

While there may be room to take issue with certain allegations, as we discussed (and I know that you disagree with me on this), in my view, yours is a very difficult case. The breaches of confidentiality, the consistent public disparagement of the school district, and your lack of insight, remorse, or willingness to change would be exceedingly

difficult to overcome at arbitration. I appreciate that you sincerely believe that you have nothing to apologize for, but I am quite certain that the arbitrator would disagree.

Also, as we discussed, and as was communicated to arbitrator Ken Saunders during the September 15, 2025 mediation, there is no doubt that the employment relationship between you and the school district is damaged beyond repair. Consequently, if the matter were to proceed to arbitration, even if the grievance was upheld and chances of that are very low, the likely remedy would be monetary damages in lieu of reinstatement. Your short tenure with the school district would likely limit the amount of any damages that the arbitrator would award to a modest amount.

There is a significant probability that the BCTF will decide to not proceed to arbitration in this case. Before the BCTF makes a final decision, all the circumstances will be fully considered, including anything you provide me in response to this email. If there is anything that you would like the BCTF to consider before making its decision, please send it to me by October 24, 2025 and I will forward it to the BCTF for its consideration.

I will be in touch when the BCTF advises me of its decision regarding your grievance.

Regards,

HASTINGS
LABOUR LAW OFFICE LLP

MICHAEL SHAPIRO

Hastings Labour Law Office, LLP

[REDACTED]

[REDACTED]

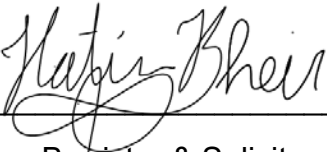
[REDACTED]

Telephone: [REDACTED]

www.labourlawoffice.com

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This is **Exhibit “H”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.



Barrister & Solicitor



Jim McMurtry <jimmcmurtry01@gmail.com>

Section 12 application - submission from James McMurtry

3 messages

Jim McMurtry

Wed, Jan 7, 2026 at 7:36 PM

To: George Serra

Cc: "LRB Registry Mailbox LRB:EX", "Information LRB:EX"

To George Serra, Nathan Ngieng and Chris Beneteau:

This was the information provided to the LRB, omitting personal information in questions 1-3.

4. My union, the British Columbia Teachers Federation (BCTF), ended my grievance process in November 2025. The reasons given were that “there is no reasonable prospect of a negotiated resolve to the grievance nor is there any reasonable prospect of building a winnable case at arbitration.”

5. I was told there is no internal appeal procedure. The BCTF lawyer wrote that its decision to not take my grievance to arbitration is “final.”

6. Not applicable.

7. Synopsis of what happened

The BCTF began its support of me in 2019, after I was investigated for my speech and instructional images (e.g., showing a video clip on the French Revolution to senior students where there is a man guillotined). This first grievance (for excessive discipline) on my behalf ended favourably for me. I hadn't been disciplined before in over 30 years as a B.C. public school teacher, but I had moved to a new school and district and was up against an ideological tsunami there with a woke-activist superintendent.

In February 2023 I was terminated for wrong speech, and in June 2023 the BCTF initiated a second grievance against my employer for excessive discipline. The wrong speech in Investigation 2 was narrow at first. I was walked out of classroom and career on May 31, 2021 and the next day suspended indefinitely on the basis of just two allegations, one of which was dropped and the other changed four times (from my not saying murder in Kamloops to my tone being inflammatory, though no student complained about my tone).

(Of note, no student ever said he or she was harmed by my speech. My wrong speech, as with my going public long afterwards, was victimless.)

The Kamloops remark caused me to be labelled a “denialist” by my union. Though I was terminated for exposing this national falsehood, the BCTF openly betrayed both me and historical truth for years by keeping on its website the statement that there were 215 child remains found or (later) 215 children missing (Le Estewicwéy) on the site of the former Kamloops Indian Residential School.

The second of the two allegations on June 1, 2021, the one that was dropped, was that I had written on the board that Venus was a “Greek/Roman God of Love favouring girls” when what was clearly written during Grade 6 French class one day while explaining the etymology of *vendredi* was “Roman goddess of love and beauty.”

The employer built its case by blanketing me in more (false) allegations, eventually in the hundreds, one being that I threw an envelope at the principal, another that I “sexually harassed” an entire senior class of students on the basis of saying one innocuous pun that Mulroney used in the 1984 election, a further than I grabbed an elder. I could write more, and indeed I have with close to 50 publications and a book on my case (*The Scarlet Letter*) selling well on Amazon, along with a chapter in a national bestseller (*Dead Wrong*, edited by Chris Champion and Tom Flanagan) and cameos in documentary films (e.g., the British Telegram's Canada's Woke Nightmare, seen by millions) and the new film by OneBC, *Making a Killing*, seen by over a million). People all over the world have offered support for me for being terminated because it was so outrageous, but my union disingenuously says my case is unwinnable! I was cancelled as a teacher forever for not lying to students about the past and my union expresses confidence in my employer's case.

8. In November 2025 the BCTF ended my second grievance, saying once again that it wasn't winnable. I consider this **arbitrary**. The union had stuck with me for years and dropped my file a year after the arbitrator, Ken Saunders, had finally been hired.

I also consider this demonstrative of **bad faith** as the BCTF knew I hadn't been fairly heard since 2019, for the investigators were chosen and remunerated by my employer and comically biased, one investigator being a manager in the Abbotsford School District.

Moreover, I consider its decision to not take my file to arbitration to be **discriminatory** in a political sense. Former BCTF President Teri Mooring, who oversaw my two grievances over three years, recently posted that I was "disgusting" and a "hate-filled racist" (see attached documents). This was just before the BCTF dropped my file. Ms. Mooring's many posts seemed designed to sabotage my case.

The third BCTF lawyer (David Tarasoff) involved in my file compared me to Jim Keegstra, who told his students in the 1980s the Holocaust was a hoax and Jews were "treacherous," "subversive," "sadistic," "money-loving," "power hungry," and "child killers"...when all I said (accurately) was "the children who died tragically while enrolled in a residential school did so mostly from disease, especially tuberculosis, as well as from accidents and fires."

Mr. Tarasoff's grasp of history was poor and Mooring showed what I had always suspected about my union as a whole: They subscribe to radical Critical Social Justice Theory and react to ideological opponents with bias, malice, duplicity, animus, hostility, and discrimination. Included in the attached documents are emails evidencing that I tried on many occasions to connect with Ms. Mooring when she was president, and she only replied once—and only to mockingly wish me luck.

The union put me through an investigation process that lasted years and included eight days of unpleasant examination that led only to an aborted mediation meeting for which the union lawyer didn't bother to prepare a mediation brief on my behalf when the Abbotsford School District presented a 19-page brief by two lawyers. The BCTF set me up for failure at mediation as it knew the employer was dead set against reinstatement or any compensation, and the highly paid mediator wouldn't trouble himself to learn anything about my case. Mediation was over almost as soon as it began.

Most egregiously, my union

- decided to cancel my grievance and deny me arbitration and the right to be fairly heard by someone other than a manager at the school district office or a biased hired gun,
- allowed both employer and regulator (TRB) to make up hundreds of absurd allegations without evidence long after I last taught; and when challenged, they changed the allegations and made up more,
- denied me disclosure, not even a shred of non-hearsay evidence, as with the nasty allegation that I had told to students I wanted my cancer-stricken wife dead (at a time when she was in hospital fighting for her life) so I could have a better wife,
- colluded with my employer to rob me of natural justice, as I was not able to see or test the evidence against me, or have an impartial judge, or know my accusers, or call witnesses, or cross-examine their witnesses, or submit supporting documents, or have a lawyer who was truly and zealously on my side,
- and it blithely displayed on its website (as noted above) and inculcated in all provincial teachers the falsehood of 215 child remains found or missing in Kamloops—this above all was their commitment, lying about the past and not defending a teacher with a PhD in the subject area from the University of Toronto who knew then that children weren't murdered, buried, or missing at this, or any other, Indian residential school.

9 attachments

 **Teri Mooring Post 1.pdf**
185K

 **Teri Post 2.pdf**
195K

 **Teri Post 3.pdf**
205K

 **Teri Post 4.pdf**
259K

-  **Teri Post 5.pdf**
207K
-  **Teri Post 8.pdf**
208K
-  **Teri Post 9.pdf**
105K
-  **Teri Post 10.pdf**
156K
-  **Teri Post 11.pdf**
225K

Jim McMurtry [REDACTED]

Tue, Jan 20, 2026 at 7:20 PM

To: George Serra [REDACTED]

Cc: "Information LRB:EX" [REDACTED] >, "LRB Registry Mailbox LRB:EX" [REDACTED]

Dear Sirs:

The attached document is certifiably the complete LRB Section 12 Application filed by James McMurtry. Thank you for receiving it.

J. McMurtry



LRB Section 12 Complete Application.pdf

[Quoted text hidden]

9 attachments

-  **Teri Mooring Post 1.pdf**
185K
-  **Teri Post 2.pdf**
195K
-  **Teri Post 3.pdf**
205K
-  **Teri Post 4.pdf**
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-  **Teri Post 11.pdf**
225K

Jim McMurtry [REDACTED]

Tue, Jul 21, 2026 at 3:05 PM

To: James Manson [REDACTED]

Hatim Kheir [REDACTED]

>

----- Forwarded message -----

From: **Jim McMurtry** <jimmcmurtry01@gmail.com>

Date: Wed, Jan 7, 2026 at 7:36 PM

Subject: Section 12 application - submission from James McMurtry

To: George Serra [REDACTED], [REDACTED], [REDACTED]

Cc: LRB Registry Mailbox LRB:EX [REDACTED], Information LRB:EX [REDACTED]

[Quoted text hidden]

9 attachments

 **Teri Mooring Post 1.pdf**
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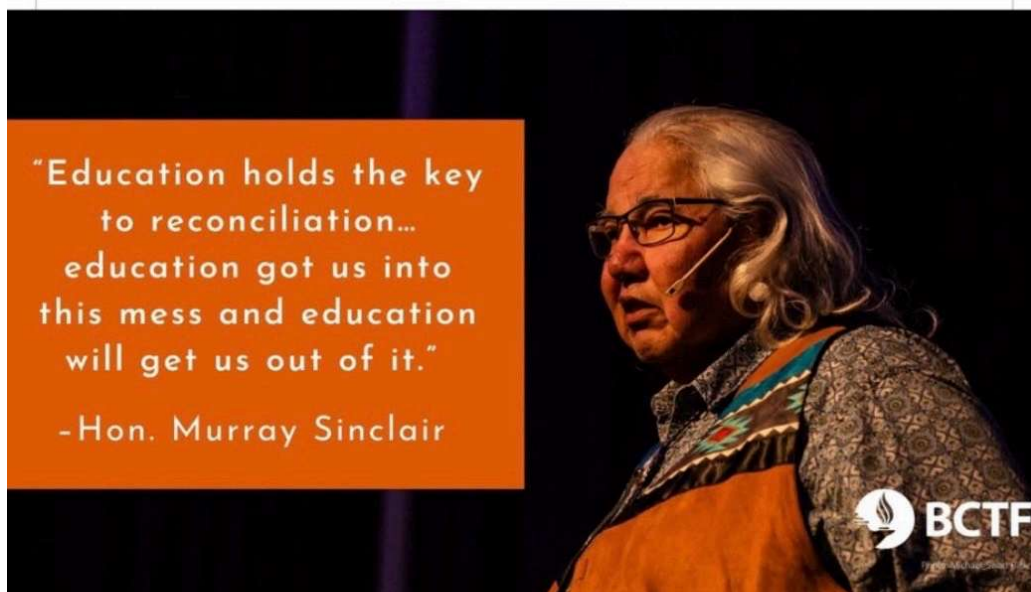
**Teri Mooring**

Sep 27, 2021 · 🌐

**BC Teachers Federation (BCTF)**· **Follow**

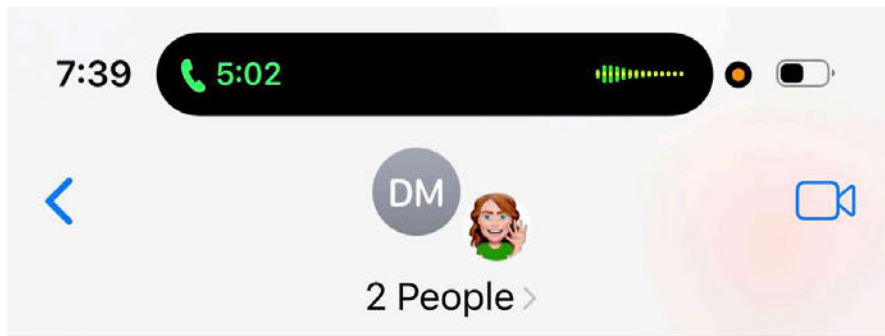
Sep 27, 2021 · 🌐

As educators, we hold a great deal of responsibility for teaching the truth and modelling reconciliation for our students. In order to do this work in a good way, we must listen and learn with humility and respect. [#bced](#) [#bcpoli](#) [#TruthAndReconciliationWeek](#)

**Haha****Comment****Share****You and 16 others****1 share****Jules Summer** · Just now

the truth... about septic tiles?

Reply



Devin McMurtry

Please do. I'm sure those in attendance appreciate you absenting yourself.

 **Teri Mooring** 🇨🇦
(@TeriMooring)
x.com

DM Now the former president of BCTF going at you. In multiple posts. Something's going on, Dad.

Ummmm I don't think this gives the message you were hoping for 😏.

 **Teri Mooring** 🇨🇦
(@TeriMooring)
x.com

DM + iMessage 



Teri Mooring 🇨🇦
@TeriMooring

X.com

You are hardly an authority on Residential Schools. I'll listen to the survivors. [#bcpoli](#)



Jim McMurtry ⚙️ @JimMcM... · 5d

“Many died and never returned to their families.”

Only two students at the Kamloops Indian Residential School died there (both from accidents) between 1890 and 1978. Their bodies were returned to their families.





Post

**Teri Mooring** 🇨🇦

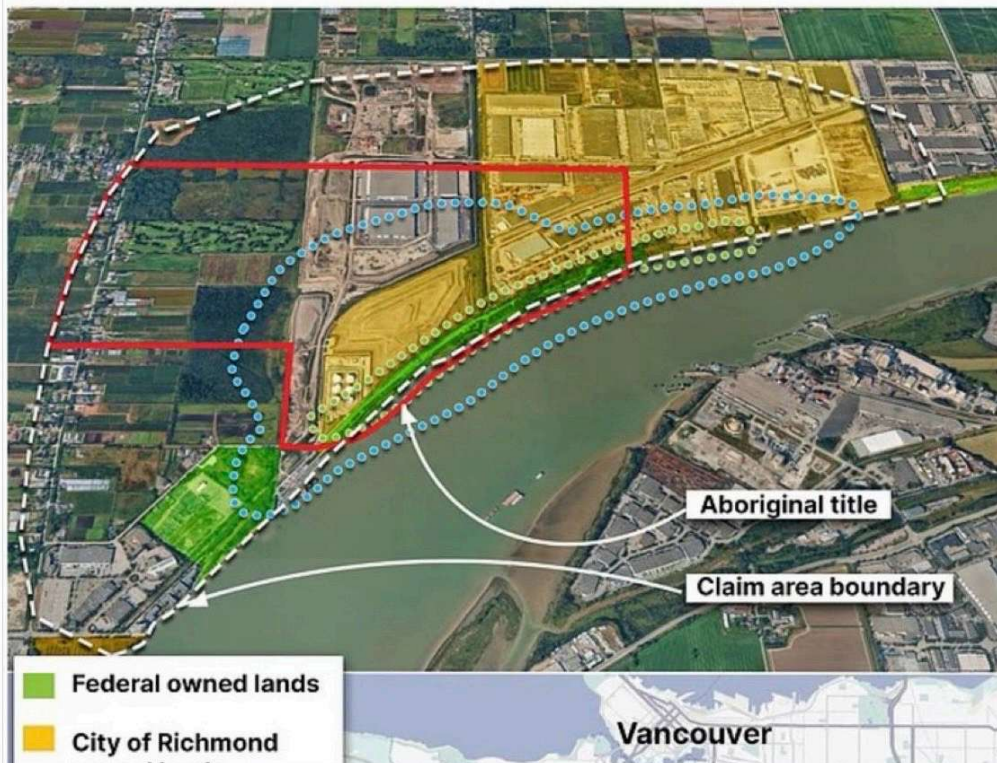
@TeriMooring

X.com

Please stop.

**Jim McMurtry** ✓ · 2025-10-23

Will the Cowichan tribe do a land acknowledgment to the Richmond homeowners who lived there before them?

Lands of Musqueam Claim Area

Post your reply



Post

**Teri Mooring** 🇨🇦

@TeriMooring

X.com

Surely you understand that this is not vindication of any kind. This is you demonstrating your hateful, racist views to a broader audience. #bcpoli

**Jim McMurtry** ✓ @JimMcM... · 6d

MY STORY

- I was fired for denying mass murder of Native kids by teachers
- Years later I am introduced in BC Legislature
- When my name is heard by MLA Korky Neufeld, the former trustee who fired me, he falls out of his chair

THE END



Post your reply

8:20



Post



Teri Mooring 
@TeriMooring

X.com

They actually fired a hate-filled racist who was doing harm. Good on the Abbotsford trustees.



Jim McMurtry  @JimMcMurtry01 · 6d

Abbotsford trustees fired me for not teaching that priests and nuns murdered 25,000 students in residential schools and had them secretly buried at night by classmates as young as 6....

8:38 AM · 2025-10-25 · **979** Views



12



7



9



Relevant ▾

View quotes >



Dr Humpy McSaddle Esq. @TheJ... · 5d  ...
Show 🙌 us 🙌 some 🙌 bodies 🙌



GIF

Post your reply





Teri Mooring 🇨🇦
@TeriMooring

X.com

They actually fired a hate-filled racist who was doing harm. Good on the Abbotsford trustees.



Jim McMurtry ✓ @JimMcMurtry01 · 6d

Abbotsford trustees fired me for not teaching that priests and nuns murdered 25,000 students in residential schools and had them secretly buried at night by classmates as young as 6....



Teri Mooring 
@TeriMooring

X.com

Absolutely disgusting. #bcpoli



Jim McMurtry  @JimMcMurtr... · 2025-10-23

With @Dallas_Brodie after her stirring speech in the BC Legislative Assembly against land acknowledgments.



5:38 PM · 2025-10-23 · **29K** Views

 545

 39

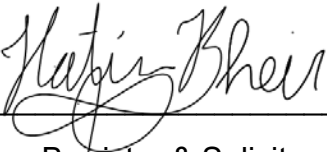
 180

 13





This is **Exhibit “I”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.



Barrister & Solicitor



Jim McMurtry <jimmcmurtry01@gmail.com>

James (Jim) McMurtry (Applicant) -and- British Columbia Teachers' Federation (Union) -and- Board of Education of School District No. 34 (Abbotsford) (Employer) (Section 12(1) - Case No. 2025-001598EM)

4 messages

Ong, Maibell LRB:EX [REDACTED] >
To: [REDACTED]

Wed, Mar 18, 2026 at 2:29 PM

Good afternoon, Jim,

Please be advised that if you wish to add this to your current application at the Board, that you will first need to seek the Vice-Chair's permission. You may forward your request for permission to me with registrar@lrbc.ca copied. I will forward your request to the Vice-Chair. If the Vice-Chair grants the additional submission, you will also need to serve this new material to the other parties.

Please let me know if you have any questions. Thank you.

Best,

Maibell Ong

Executive Assistant



The Labour Relations Board acknowledges the traditional territories of the many diverse Indigenous Peoples in the geographic area we serve. With gratitude and respect, we acknowledge that the Board's office is located on the traditional unceded territories of the Coast Salish peoples, including the territories of the xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish), and səliłwətaʔ (Tsleil-Waututh) Nations

From: Jim McMurtry [REDACTED]
Sent: March 18, 2026 9:38 AM
To: LRB Registry Mailbox LRB:EX [REDACTED] Information LRB:EX [REDACTED]
Subject: Please direct to Mr. Don Richards

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Dear Mr. Richards,

Re File 2025-001598 (James McMurtry)

I learned today, after reading the March 16 Resolution by my union, to which I have charged unfair representation, that the BCTF supports the controversial BDS action against Israeli professors and institutions, but more to the point that on November 9, 2023, mere weeks after the October 7 Massacre, it gave from teacher dues the sum of \$50,000 to UNWRA in Gaza (see below), even though 42 of its employees were implicated in the Massacre. As you know, the BCTF abandoned my case in December, 2025, stating that taking my grievance to arbitration would be costly as it was unwinnable. That it has money and energy for UNWRA and not mean seems arbitrary, that it supports resolutions from members who support UNWRA in Gaza and not teachers like me who wish to see our dues spent on teacher concerns seems discriminatory, and to abandon me completely seems malicious and demonstrates bad faith to a member in good standing who faithfully paid dues for three decades and who was never subject to an investigation previously.

Sincerely,

Jim McMurtry

- On **November 9, 2023**, the **BCTF** published an official statement on its website titled "BCTF actions on the conflict and crisis in Israel and Palestine." It confirmed that the BCTF Representative Assembly and Executive Committee had passed motions "last week" (i.e., late October or early November 2023) to contribute a total of **\$50,000** to **UNRWA's** emergency appeal. The funds were intended to provide lifesaving supplies to refugees in Gaza amid the escalating conflict following the October 7, 2023, attacks.

Jim McMurtry [REDACTED]
To: "Ong, Maibell LRB:EX" [REDACTED]
Bcc: Laurie Richardson [REDACTED]

Wed, Mar 18, 2026 at 5:16 PM

Dear Ms. Ong,

Thank you for your letter today. I request permission to add the following two points to my application to the Board from the Vice-Chair, Mr. Don Richards:

Re File 2025-001598 (James McMurtry)

1. I learned today, after reading the March 16 Resolution by my union, to which I have indicted for unfair representation, that the BCTF supports the long-controversial BDS initiative against Israeli professors and institutions, in illustration of its overtly political connivance, but more to the point that on November 9, 2023, mere weeks after the October 7 Massacre, it gave (from teacher dues) the sum of \$50,000 to UNRWA in Gaza (see photo #1 attached), even though 42 of its employees were implicated in the Massacre. As you know, the BCTF abandoned my case in December 2025, stating that taking my grievance to arbitration would be costly as it was unwinnable. That it has money and energy for UNRWA and not me seems arbitrary, that it supports resolutions from members who support UNRWA in Gaza and not teachers like me who wish to see dues spent on teacher interests seems discriminatory, and that its complete abandonment of me seems malicious and demonstrates bad faith toward a member in good standing who faithfully paid dues for three decades and who was never before subject to an investigation.

2. The BCTF did not dispute the "fact" of a discovery in Kamloops. The Abbotsford School District made numerous references to a discovery that didn't happen. My union went along with the District over my protestations. I was walked out of classroom and career permanently on May 31, 2021, because I didn't say the right thing about this fictional discovery, and my union considered the fiction among the "facts not in dispute" (see photo #2 attached). My union, like my employer, showed reckless regard for the truth, discriminated against me for being a stickler for historical facts, and demonstrated ill will and animus toward me by not contesting the District's obvious and disingenuous misrepresentation of history. The Tkemlúps te Secwépemc (TteS) referred to them as "potential burials" on February 17, 2026. I asked Grok:

Can someone's belief that there are potential burials somewhere be considered a discovery?

No, someone's mere belief—without any supporting evidence, data, investigation, or verifiable indication—that potential burials exist somewhere **is not considered a discovery** in archaeology or any scientific context.

Sincerely,

Jim McMurtry

Sincerely,

James McMurtry

[Quoted text hidden]

2 attachments



LRB communication evidence #1 \$50,000 to UNRWA from BCTF.pdf
217K



LRB communication evidence #2 Facts Not in Dispute includes fake discovery.pdf
445K

Ong, Maibell LRB:EX [REDACTED]

Thu, Mar 19, 2026 at 9:59 AM

To: Jim McMurtry [REDACTED]

Good morning Mr. McMurtry,

Thank you for your email. Vice-Chair Richards grants permission and will take these new submissions into consideration.

Please halt any further submissions as the Vice-Chair will need to establish the record before writing the decision. Additional documents will delay the decision-making process.

Thank you for your consideration.

[Quoted text hidden]

Jim McMurtry [REDACTED]

Thu, Mar 19, 2026 at 10:55 AM

To: "Ong, Maibell LRB:EX" [REDACTED]

I will heed your direction, Ms Ong.
Thank you for your timely assistance.
Jim

[Quoted text hidden]

- On November 9, 2023, the BCTF published an official statement on its website titled "BCTF actions on the conflict and crisis in Israel and Palestine." It confirmed that the BCTF Representative Assembly and Executive Committee had passed motions "last week" (i.e., late October or early November 2023) to contribute a total of \$50,000 to UNRWA's emergency appeal. The funds were intended to provide lifesaving supplies to refugees in Gaza amid the escalating conflict following the October 7, 2023, attacks.

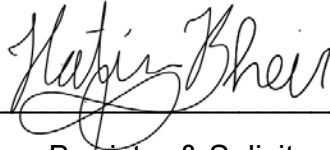
McMurtry Investigation Report

(14) **On May 31, 2021, while acting as a TTOC for a Calculus 12 class, Mr. McMurtry made comments to students regarding the recent finding of unmarked graves at the former Kamloops Residential School of Indigenous children that were inflammatory, inappropriate, insensitive, and contrary to the district's message of condolences and reconciliation.**

Facts Not In Dispute

- ▶ On May 31, 2021, Mr. McMurtry was at Robert Bateman Secondary as a TTOC and during the course of his duties he taught a Calculus 12 class.
 - ▶ This was just days after the discovery of hundreds of unmarked graves of Indigenous children who had died at the Kamloops Residential School.
 - ▶ A number of students in the class wore orange shirts in support of the Indigenous community.
 - ▶ This discovery had a profound effect on the public and led to an acknowledgement by the school, sent to all classrooms, of the discovery of the graves and commentary in support of the families of the children and the need for further work on reconciliation with the Indigenous peoples of Canada.
 - ▶ The school Principal suggested that teachers and students take time, if they wished, to talk about the discovery.
 - ▶ Mr. McMurtry engaged in a discussion with the Calculus 12 class on the issue.
- Some of the comments made in this discussion were upsetting to students and led to their

This is **Exhibit “J”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.

A handwritten signature in cursive script, reading "Hapir Bheir", is written over a horizontal line.

Barrister & Solicitor

BRITISH COLUMBIA LABOUR RELATIONS BOARD

JAMES MCMURTRY

(the “Applicant”)

-and-

BRITISH COLUMBIA TEACHERS’ FEDERATION

(the “Union”)

-and-

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34
(ABBOTSFORD)

(the “Employer”)

PANEL: Don Richards, Vice-Chair

APPEARANCES: The Applicant, self-represented

CASE NO.: 2025-001598

DATE OF DECISION: May 1, 2026

DECISION OF THE BOARD

I. NATURE OF APPLICATION

1 The Applicant applies under Section 12 of the *Labour Relations Code* (the “Code”) alleging that the Union breached its duty of fair representation through its handling of his grievance in relation to the termination of his employment (the “Grievance”).

2 Pursuant to Section 13 of the Code, I must first determine whether the Application (the “Application”) discloses an apparent breach of the Code. If I find no apparent breach, I must dismiss the Application.

II. BACKGROUND

3 The Employer dismissed the Applicant in February 2023, following his short tenure with that school district as an on-call public school teacher. Although the Application does not include the termination letter, the Applicant provided an email which included an excerpt from one of the investigation reports prepared prior to his termination that states:

On May 31, 2021, while acting as the TTOC [Teacher Teaching on Call] for a Calculus 12 class, Mr. McMurtry made comments to students regarding the recent finding of unmarked graves at the former Kamloops Residential School of Indigenous Children that were inflammatory, inappropriate, insensitive, and contrary to the district’s message of condolences and reconciliation.

4 After the termination of his employment, according to screenshots submitted with the Application, the Applicant continued to post statements publicly via social media such as the following:

I was fired for denying mass murder of Native kids by teachers.

* * *

Will the Cowichan tribe do a land acknowledgment to the Richmond homeowners who lived there before them?

* * *

Only two students at the Kamloops Indian Residential School died there (both from accidents) between 1890 and 1978. Their bodies were returned to their families.

5 Further, Union counsel says that the Applicant engaged in “consistent public disparagement of the school district”.

6 The Union filed a grievance against the termination in June 2023. It proceeded with that grievance through a mediation with arbitrator/mediator Ken Saunders on September 15, 2025 (the "Mediation"). The Mediation did not lead to a resolution of the grievance. An email from the Union's counsel to the Applicant dated October 2, 2025, states: "It is now clear that further efforts to negotiate a mediated resolve to your grievance would be futile". It should be noted here that the Applicant posted on social media the confidential and without prejudice Employer's Mediation Brief and was ordered to remove it and to cease and desist from posting confidential materials.

7 In that same October 2, 2025, email to the Applicant, Union counsel advised that it would consider whether to pursue the grievance to arbitration. In its email, it references and attaches the following documents, none of which were included in the Application:

The employer's asserted grounds for the termination are set out in the following attached documents

1. Termination letter.
2. November 5, 2021 report of Ray Prosser.
3. January 25, 2022 report of Michele Radomski.
4. February 7, 2023 report of Michele Radomski
5. Employer's Mediation Brief

8 Further, the Union identified certain difficulties in proceeding to arbitration:

While there may be room to take issue with certain allegations, as we discussed (and I know that you disagree with me on this), in my view, yours is a very difficult case. The breaches of confidentiality, the consistent public disparagement of the school district, and your lack of insight, remorse, or willingness to change would be exceedingly difficult to overcome at arbitration.

9 Union counsel later wrote to the Applicant to advise him that the Union had decided not to proceed to arbitration:

After considering all the relevant factors including all the information and documents that you provided, the BCTF has concluded that the grievance is very unlikely to succeed. Consequently, the BCTF will not be proceeding to arbitration, and the grievance will be withdrawn.

* * *

Since you were terminated in 2023, every effort was made to attempt to build a winnable case or to negotiate a resolve to the grievance. Multiple lawyers have reviewed the circumstances surrounding your termination (BCTF Legal, [another outside

counsel], and myself), we engage[d] with employer counsel, we tried mediation with Ken Saunders, and we carefully considered all of the relevant materials provided by the employer and yourself. Unfortunately, we have now reached a point where there is no reasonable prospect of a negotiated resolve to the grievance nor is there any reasonable prospect of building a winnable case at arbitration.

We have also discussed on multiple occasions that the employment relationship between you and the school district is clearly damaged beyond repair. Even if the grievance was upheld (the chances of which are exceedingly low), the hundreds of thousands of dollars that you are seeking as damages in lieu of reinstatement is clearly unattainable – particularly given your short tenure with the school district.

III. POSITION OF THE APPLICANT

10 The Applicant alleges that the Union's representation of him was arbitrary, discriminatory and in bad faith. The Application includes the following:

In November 2025 the BCTF ended my second grievance, saying once again that it wasn't winnable. I consider this arbitrary. The union had stuck with me for years and dropped my file a year after the arbitrator, Ken Saunders, had finally been hired.

I also consider this demonstrative of bad faith as the BCTF knew I hadn't been fairly heard since 2019, for the investigators were chosen and remunerated by my employer and comically biased, one investigator being a manager in the Abbotsford School District.

Moreover, I consider its decision not to take my file to arbitration to be discriminatory in a political sense.

Regarding the claim of discrimination in a "political sense", the Applicant points to comments made by a former BCTF President that the Applicant was a "hate-filled racist" and comments allegedly made by one of the Union's outside counsel comparing the Applicant to a holocaust denier, Jim Keegstra (R v. Keegstra [1990] 3 S.C.R. 697).

11 The Applicant makes a series of further complaints against the Union, including that it allowed the Employer and the regulator (the Teacher Regulation Branch) to make up "hundreds of absurd allegations without evidence long after he had taught" and that he didn't have an opportunity to argue his case at arbitration.

12 He further states that the Union perpetuated a "falsehood" that children were buried at the Kamloops Residential School.

13 Finally, the Applicant complains about a recent donation of \$50,000 by the Union to refugees in Gaza when that money could have been spent on pursuing his grievance to arbitration.

IV. ANALYSIS AND DECISION

14 A Section 12 application must provide sufficient evidence to disclose an apparent case that a union's representation was arbitrary, discriminatory, or in bad faith to avoid dismissal (*Judd*, para. 76-77). The Applicant bears the burden of proof of establishing the Union breached its duty of fair representation. (*Judd*, para. 72). While the Board recognizes that applicants are not expected to be lawyers or labour relations practitioners, they do have a "legal task in front of them" when they file a Section 12 application (*Judd*, para. 75).

15 I make the findings below in the context of the particulars as they have been provided by the Applicant. An applicant seeking a remedy must demonstrate that the respondent violated the Code. This involves, at a minimum, describing the conduct in question and how it violates an applicable statutory provision (*Gary M. Steuart*, BCLRB No. B3/2002, para. 17). This means an applicant must describe in detail exactly what was done and by whom, when, and how. In the present case, the Applicant does not provide his termination letter or clearly explain the Employer's specific rationale for his dismissal. Further, the Applicant does not properly particularize how the Union's decision to cease pursuing his grievance might amount to discrimination "in a political sense" (or how that decision was arbitrary or in bad faith) aside from broadly asserting this to be the case.

16 I am largely left with the documentation provided with the Application, in which the Union provides a list of reasons for not pursuing the grievance which are, on their face, the types of considerations that would form the basis of a reasoned decision. It is not the Board's role to go behind these reasons and unveil the Union's alleged discriminatory motivations. It was incumbent on the Applicant to provide an appropriate evidentiary foundation on which I could find an apparent case such that it was necessary to seek submissions from the Union and Employer. The Applicant has not done so.

17 The Board's sole task in this matter is to determine whether the Application discloses an apparent breach of the Code by the Union in its representation of the Applicant.

18 The Board does not sit in appeal of a Union's assessment of the merits of a grievance or its decision to proceed, or not proceed, with a grievance to arbitration. Therefore, the correctness of the Union's decision to withdraw the grievance after a failed mediation attempt is not under consideration here. Section 12 is designed to ensure that a union makes its decisions based on proper considerations (*Judd*, para. 44). A complaint under this provision is not a forum to appeal a union's decision (*Judd*, para.44). Whether or not the union's assessment of the merits is correct is not the issue (*Judd*, para.30). The Board only considers whether, in coming to its decision, the union represented its member in a manner that was arbitrary, discriminatory or in bad faith.

19 The Board explained these terms in paragraphs 49 to 70 of *Judd*. A union engages in arbitrary representation where it: (a) fails to ensure it is aware of the relevant information; (b) does not make a reasoned decision; and/or (c) acts with blatant or reckless disregard of an employee's interests (*Judd*, paras. 61-70 and 114). A union

engages in discriminatory representation where it engages in unequal treatment based on: (a) a prohibited ground under the *Human Rights Code*, R.S.B.C. 1996, c.210; and/or (b) personal favouritism (*Judd*, para. 56). A union engages in bad faith representation where its representation: (a) is for an improper purpose; and/or (b) has an intention to deceive (*Judd*, para. 49).

20 As the exclusive bargaining agent for employees in a bargaining unit, trade unions are empowered to make decisions about the processing and resolution of grievances. It is a union, and not a grieving employee, who determines the approaches and strategies with respect to whether to pursue a grievance to arbitration. The union has a wide latitude in choosing the appropriate strategy – it is not up to the individual employee to dictate (*Judd*, paras. 94 and 95).

21 The Board puts it this way in paragraph 42 of *Judd*:

When a union decides not to proceed with a grievance because of relevant workplace considerations – for instance, its interpretation of the collective agreement, the effect on other employees, or **because in its assessment the grievance does not have sufficient merit** – *it is doing its job of representing the employees*. The particular employee whose grievance was dropped may feel the union is not “representing” him or her. But deciding not to proceed with a grievance based on these kinds of factors is an essential part of the union’s job of representing employees as a whole. When a union acts based on considerations that are relevant to the workplace, or to its job of representing employees, it is free to decide what is the best course of action and such a decision will not amount to a violation of Section 12.

[bolding added - italics in original]

22 In regard to the Union’s donation and its decision not to proceed to arbitration, a union is entitled to consider the best use of its limited resources:

... If, for example, an employee could insist that his or her dismissal grievance go to arbitration even where on a reasonable assessment there is no case, this could waste tens of thousands of dollars of the union’s resources, which come from employees’ dues.

(*Judd*, para. 36)

23 The emails from Union counsel to the Applicant set out above disclose that the Union was aware of the relevant information. The Union listed and attached the documents that disclosed the Employer’s grounds for terminating the Applicant’s employment and referenced breaches of confidentiality and public disparagement of the Employer. It determined that the employment relationship was damaged beyond repair and considered the fact that the Applicant had a short tenure with the Employer. The Applicant says that he was dismissed because of his political views. The Union was

aware of his belief that he was improperly dismissed but considered the other factors that contributed to the Employer's decision and disagreed with the Applicant's assessment of the strength of his grievance. As stated in *Joshua Gordon*, 2026 BCLRB 17(Leave for Reconsideration of 2025 BCLRB 150):

In the present case, the Original Decision finds the Union was aware of the Applicant's position – that he was only denied the tenure-tracked position for improper purposes – but disagreed with him in that regard.... The Union was entitled to consider the other factors that contribute to the Employer's decision-making and decide for itself whether to pursue the grievance (*Derek Pyne*, BCLRB No. B94/2019 (para. 45). In that vein, the original decision finds the Union was entitled to rely on its own view of the grievance in deciding not to pursue it.

* * *

... In our view, the Union's representation of the Applicant as a whole meets the standard imposed by Section 12. To that end, we find the Union was well aware of the Applicant's belief that he was improperly denied the tenure-track position and on what basis, it just disagreed with him.

(paras. 12 and 15)

24 The Union's emails to the Applicant show that the Union made a reasoned decision, based on relevant workplace considerations, to not proceed to arbitration. It reviewed the relevant information and made an assessment that the grievance did not have sufficient merit to proceed to arbitration and stated its reasons for that assessment. The Union considered the Applicant's remarks made to the students, the breaches of confidentiality, the consistent public disparagement of the Employer, the Applicant's lack of insight, remorse and willingness to change, as well as his short tenure with the Employer. It also considered whether the employment relationship was damaged beyond repair. The social media posts set out above are relevant considerations in the Union's assessment of the strength of the Applicant's case at arbitration. This post-termination conduct also demonstrates that the employment relationship was damaged beyond repair and is relevant to the Union's view that an arbitration was unlikely to succeed.

25 The Union also had engaged three lawyers to assist it with its decision. The fact that the Union obtained legal opinions on this matter "may be considered as some evidence that the union took a reasoned view of the grievance" (*Judd*, para. 65). It considered the amount of money the Applicant was seeking and the amount likely to be awarded in the unlikely event the grievance succeeded at arbitration. Based on these relevant considerations, the Union decided not to proceed to arbitration.

26 *Judd* (para. 45) says to look at the Union's representation, from beginning to end, and not to consider individual acts by the Union in its representation. Further, as stated in *Franklyn Mayott*, 2026 BCLRB 69 ("*Mayott*"):

As noted above, it is a union, and not a grievor, who is responsible for deciding its negotiation and litigation strategies. In making these choices, **a union might change its approach in response to factors such as changing circumstances, new information, and further analysis.** As the Applicant has not alleged facts that disclose additional factors, such as the Union changing tactics for an improper purpose, I find that this allegation fails to disclose an apparent breach of Section 12.

(para. 24, emphasis added)

27 I find that the Union was aware of the relevant information (including the Applicant's belief about why he was dismissed), made a reasoned decision, and did not act with blatant or reckless disregard of the Applicant's interests. I therefore find that the Union was not arbitrary in its representation of the Applicant.

28 The allegations of discrimination involve a comment by a former president of the Union and one of its outside counsel that were no longer involved at the time the decision was made to not proceed to arbitration. The Applicant has provided no particulars as to how his political views at all (let alone as "political belief" is protected by the *Human Rights Code*) were a factor in the Union's decision not to proceed to arbitration. Nothing in the Application discloses any link between the Applicant's political views and the Union's decision to withdraw the grievance. Further, the Union's emails to the Applicant disclose a reasoned basis for not proceeding to arbitration. I therefore find that there was no unequal treatment of the Applicant based on a prohibited ground or personal favoritism. As a result, the Applicant has not established that the Union's representation of him was discriminatory.

29 With respect to the allegation of bad faith, I find that nothing in the Application discloses that the Union's representation was for an improper purpose or that the Union had an intention to deceive. The Union was forthright with the Applicant about its decision to withdraw the grievance and the reasons for doing so. The Application discloses no improper purpose and shows that the Union was acting for the proper purpose of representing its members, including the Applicant. I therefore find that the Union's representation of the Applicant was not in bad faith. The fact that the Union attempts to settle a matter and then decides not to pursue it to arbitration is not, in itself, evidence of bad faith. Nor is it bad faith for a Union to change its approach after an arbitrator has been appointed, provided that it takes into account relevant workplace considerations in doing so

30 The Applicant's complaint that "I was not able to see or test the evidence against me or have an impartial judge, or know my accusers, or call witnesses, or cross examine their witnesses" is another way of saying that the Applicant did not get to proceed to arbitration. Section 12 does not guarantee an individual the right to arbitration, provided that the Union's decision not to proceed is made based on relevant workplace considerations. The reasons above show that the Union made a reasoned decision to not proceed to arbitration, based on relevant workplace considerations that it disclosed to the

Applicant. In all the circumstances, I find that the Union's representation of the Applicant was not conducted in a manner that was arbitrary, discriminatory or in bad faith.

V. CONCLUSION

For the reasons set out above, I dismiss the Application pursuant to Section 13 of the Code.

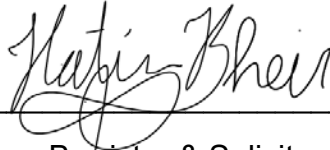
LABOUR RELATIONS BOARD

Don Richards

DON RICHARDS

VICE-CHAIR

This is **Exhibit “K”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.

A handwritten signature in cursive script, reading "Hapir Bheir", written in black ink. The signature is positioned above a horizontal line.

Barrister & Solicitor



Jim McMurtry <jimmcmurtry01@gmail.com>

Your copy of my LRB Reconsideration Application

2 messages

Jim McMurtry >

Mon, May 11, 2026 at 10:25 AM

To: George Serra

Cc: "LRB Registry Mailbox LRB:EX"

May 11, 2026

Dear Mr. G. Serra and Mr. N. Ngieng,

This letter serves a copy my Reconsideration Application to the registrar@lrb.bc.ca, as seen below.

Dear LRB Registrar:

RE Letter 2025-001598 – Board correspondence dated May 1, 2026 – Decision Enclosure 2026 BCLRB 113

I wish to appeal the decision in my case. Contrary to what Mr. Don Richards writes, there was “an apparent breach of the Code.”

1. With due respect, Mr. Richards writes as fact: “Since you were terminated in 2023, every effort was [sic] made to attempt to build a winnable case or to negotiate a resolve to the grievance.” This statement is untrue. For instance, the Union did not even submit a mediation brief on my behalf to counter the employer’s allegations in its 19-page brief.

2. He writes: “The Applicant does not properly particularize how the Union’s decision to cease pursuing his grievance might amount to discrimination ‘in a political sense’ (or how that decision was arbitrary or in bad faith) aside from broadly asserting this to be the case.” I argued that the union engaged in discriminatory representation and unequal treatment based on a prohibited ground under the Human Rights Code, specifically: “A trade union [cannot] discriminate against any person or member because of political belief.”

3. Specifically, the political belief of the BCTF, as it still publishes on its website (see attached document), is that there are “215 Le Estcwiwéy [The Missing]” children “buried at [The] Kamloops Indian Residential School,” which it directs teachers “to honour.” My political belief is in opposition to the aforesaid.

4. I was removed from class and career by my employer the day (May 31, 2021) I said that there were no 215 missing children, no murders, and no children buried in unmarked or mass graves at KIRS. (See attached document.) Both my union and employer continue to deceive and perpetuate a falsehood, which can be categorized as bad faith in light of the fact I was removed for objecting to this falsehood.

5. Therefore, it is misleading for Mr. Richards to write that the “Union’s representation of the Applicant was not...conducted in a manner that was...discriminatory or in bad faith.”

6. The Union was also arbitrary as the legal use of the word extends to “disregard for facts.”

7. The Union’s representation was clearly unfair and in breach of the Code. BCTF lawyer David Tarasoff stated to me before witnesses in November 2023 that the Union deemed me a “denier,” tantamount to being a Holocaust denier. The president at the time, Teri Mooring, who had the most influence on my case, recently called me “a hate-filled racist” on social media. (See attached document.)

8. My union is unequivocally and proudly a “Social Justice” organ that has played loudly its belief that 215 children were found buried at KIRS. (See attached document.) By opposing this falsehood, I was set

against not only my employer but my union. Yet the BCTF owes a legal and statutory duty of fair representation to its members.

9. By denying me arbitration, it denied me a chance to be fairly heard, for my employer did not fairly hear me through its handpicked and hand-paid investigator. This is a patent violation of natural justice. As noted above, the BCTF arbitrarily decided to not even write a mediation brief for me.

10. It treated me differently on the basis of political belief, as its highest commitment is to Critical Social Justice Theory and Indigenization and not to due-paying members or truth or academic values.

11. It operated in bad faith by promising me, in writing, that it would endeavour to "make the grievor whole" (see attached document) when it never allowed me to be fairly heard. The mediation meeting lasted 20 minutes as the mediator had no interest in hearing from me, and the employer had offered neither reinstatement nor compensation in any form.

12. Most egregious for me here is that Mr. Richards does not reference my case in his decision. He is seemingly uninterested that the allegations against me are all false. He is seemingly uninterested that my case has attracted international attention because of how wrongfully I was treated. He focuses only on whether the union went through the motions set out by the Code. The dues I paid to my union for three decades were not for them to be pro forma but to defend my professional rights. If Mr. Richards knew my case, he would see it as a matter of professional, educational, and legal principle. My union knew it to be such but placed ideology over principle.

13. My case is compelling. I lost my job because I refused to lie to students about the past. My union still supports that lie and in doing so has compromised my case. Everyone at the LRB knows that the BCTF is dedicated to radical, leftwing ideology, and that as an older and old-fashioned teacher with a scholarly interest in history and a PhD and decades of publications that I was hooped the moment I questioned the hysteria and untruth around the KIRS announcement.

14. Teachers are increasingly expected to speak from a mostly tacit script, even when the script is contrary to established facts. Mr. Richards could have noted that. He could have noted that my union was wrong to call me a denier or a racist or to have not filed a mediation brief or for not having had me fairly heard over five years.

15. Everyone at the LRB knows the BCTF has a political and personal bias against me in contravention of the Code. Most thinking teachers also know that the BCTF is more political than professional. That Mr. Richards cares only that the BCTF checked a few boxes is not good enough for me. My union should be held to account for lying to staff and students about KIRS and for abandoning the one teacher in the province who refused to lie.

Sincerely,

Jim McMurtry

4 attachments



215 BCTF.png
724K



Document #2 Investigation Report, January 25, 2022 - shows originally I was to be fired for saying disease.jpg
37K



Teri Post 9.pdf
105K



BCTF grievance request letter announcing grievance on my behalf.pdf
516K

Jim McMurtry

To: James Manson >, Hatim Khair >

Tue, Jul 21, 2026 at 2:58 PM

[Quoted text hidden]

4 attachments



215 BCTF.png
724K



Document #2 Investigation Report, January 25, 2022 - shows originally I was to be fired for saying disease.jpg
37K



Teri Post 9.pdf
105K



BCTF grievance request letter announcing grievance on my behalf.pdf
516K



215 Le Estcwicwéy: Honouring the Children buried at Kamloops Indian Residential School

 Download



GRADE
K-3, 4-7, 8-9, 10-12



SUBJECT
Cross-Curricular



RESOURCE TYPE
Handbook/Resource guide, Lesson
plan/Unit plan

Again, it in my view cannot be overemphasized that Mr. McMurtry having no knowledge of his students and more particularly whether any of these students had Indigenous descent in making his comments that provoked a strong student response and which was contrary to the school's message of condolences and reconciliation. Regardless of his intent he left students with the impression some or all of the deaths could be contributed to 'natural causes' and that the deaths could not be called murder or cultural genocide.

Based on the preponderance of evidence and the balance of probabilities I have determined that this allegation has been substantiated and that regardless of Mr. McMurtry's intent his comments to students were inflammatory, inappropriate, insensitive and/or contrary to the school's message of condolences and reconciliation.

I consider this to be extremely serious misconduct.

Allegation 15: Disclosure of Stud

Open in Google Drive

418

This allegation was not substantiated, so has not been considered further.



Teri Mooring 🇨🇦
@TeriMooring

X.com

They actually fired a hate-filled racist who was doing harm. Good on the Abbotsford trustees.



Jim McMurtry ✓ @JimMcMurtry01 · 6d

Abbotsford trustees fired me for not teaching that priests and nuns murdered 25,000 students in residential schools and had them secretly buried at night by classmates as young as 6....



June 22, 2023

By email

British Columbia Public School Employers' Association

Attention: Chris Beneteau, Executive Director, Employee Relations & Sector Initiatives

Dear Chris Beneteau:

**SUBJECT: BC Public School Employers' Association—SD No. 34 (Abbotsford)—and—
BC Teachers' Federation—Abbotsford Teachers' Union
Jim McMurtry—Excessive Discipline—Provincial Matters Grievance
BCTF File No. 34-2023-0003—Local File No. 2023-03**

The British Columbia Teachers' Federation refers the above-referenced provincial matters grievance to arbitration pursuant to Article A.6.7 of the parties' Collective Agreement. David Tarasoff will be counsel for the British Columbia Teachers' Federation. Please have your counsel contact David Tarasoff directly at:

Hastings Labour Law Office

3066 Arbutus Street, Vancouver, BC V6J 3Z2

D: 604-259-6224

E: dt@hilo.ca

This Abbotsford case concerns the employer's termination of the grievor's employment without just and reasonable cause. If cause for discipline did exist, the termination was excessive in the circumstances. The employer has breached the parties' Collective Agreement, including but not limited to, Article C.21 (Discipline and Dismissal)

The union is seeking remedies including, but not limited to, a declaration of the violation, an order for future compliance, an order that the termination be rescinded and the grievor reinstated, an order that the grievor be made whole, and such other orders or remedies appropriate in the circumstances.

Note that this précis is not intended to define the scope of the grievance. It is information provided as a courtesy in order to assist the district contacts at BCPSEA to identify and understand the case. The union reserves the right to raise before the arbitrator any issue which was raised by the original grievance, in the grievance procedure, or any issue which is identified by counsel in preparing the case for arbitration.

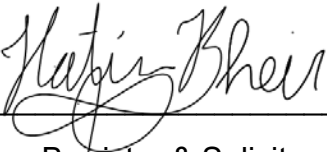
Yours truly,

A handwritten signature in blue ink, appearing to read "Karlan Modeste".

For Karlan Modeste
Legal Counsel

pc: David Tarasoff, Hastings Labour Law Office (by email)
Doug Smuland, President, Abbotsford Teachers' Union (by email)
George Sora, BCTF Field Service Representative (by email)

This is **Exhibit “L”** referred to in the Affidavit
of **James McMurtry** sworn before me this
23rd day of July, 2026.



Barrister & Solicitor

BRITISH COLUMBIA LABOUR RELATIONS BOARD

JAMES MCMURTRY

(the “Applicant”)

-and-

BRITISH COLUMBIA TEACHERS’ FEDERATION

(the “Union” or “BCTF”)

-and-

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34
(ABBOTSFORD)

(the “Employer”)

PANEL: Jennifer Glougie, Chair
Rene-John Nicolas, Vice-Chair
Paul Todd, Vice-Chair

APPEARANCES: The Applicant, self-represented

CASE NO.: 2026-000658

DATE OF DECISION: May 26, 2026

DECISION OF THE BOARD

1 The Applicant applies under Section 141 of the *Labour Relations Code* (the “Code”) for leave and reconsideration of 2026 BCLRB 113 (the “Original Decision”). The Original Decision dismisses the Applicant’s duty of fair representation complaint against the Union. The Applicant says the Original Decision errs in finding that he did not establish an apparent breach of the Code.

2 An application for leave and reconsideration must demonstrate a good arguable case of sufficient merit that it may succeed on one of the established grounds for reconsideration (*Brinco Coal Mining Corporation*, BCLRB No. B74/93 (Leave for Reconsideration of BCLRB No. B6/93) (“*Brinco*)). Reconsideration is not an opportunity to argue the case before a different panel of the Board in hopes of achieving a better outcome. Rather, the applicant must show there is a serious question as to the correctness or fairness of the original decision.

3 The Applicant says the Original Decision erred in finding that he did not particularize a basis on which to find the Union refused to pursue his grievance because of discrimination on the basis of political belief. He says he argued that the Union “engaged in discriminatory representation and unequal treatment based on a prohibited ground under the *Human Rights Code*, specifically: ‘A trade union [cannot] discriminate against any person or member because of political belief’”. He says:

... the political belief of the BCTF, as it still publishes on its website ... is that there are “215 Le Estcwiwéy [The Missing]” children “buried at [The] Kamloops Indian Residential School,” which it directs teachers “to honour.” My political belief is in opposition to the aforesaid.

I was removed from class and career by my employer the day (May 31, 2021) I said there were no 215 missing children, no murders, and no children buried in unmarked or mass graves at KIRS. ... Both my union and employer continue to deceive and perpetuate a falsehood, which can be categorized as bad faith in light of the fact I was removed for objecting to this falsehood.

The Applicant also identifies a number of incidents in which he says the Union called him a “denier”, a “racist”, and a “hate-filled racist” because he holds these beliefs.

4 Whether or not the Union or the Employer discriminated against the Applicant on the basis of political belief or otherwise is generally a matter for the Human Rights Tribunal to decide. The Board’s only role under Section 12 is to determine whether a union’s representation of an employee was motivated by discrimination. In the Applicant’s case, the Original Decision finds he did not establish that the Union’s representation of him was motivated by discrimination and his application does not show an apparent breach of the Code as a result. For the reasons that follow, we agree with the Original Decision in this regard.

5 A union will not breach its duty of fair representation just because it characterizes the nature of the dispute differently than the employee (*James W.D. Judd*, BCLRB No. B63/2003 (“*Judd*”), para. 39; *Joshua Gordon* (2026 BCLRB 17 (Leave for Reconsideration of 2025 BCLRB 150) (“*Gordon*”), para. 10). Similarly, an original panel does not err just because it accepts the union’s characterization of the dispute and not the applicant’s (*Gordon*, para. 12).

6 In *Gordon*, the applicant said he was denied a tenure-tracked academic position because of his vocal opposition to the university’s commitment to diversity, equity, and inclusion (para. 2). Among other things, the applicant said his views amounted to protected political belief and the union’s refusal to grieve on his behalf was discriminatory and designed to shield other union members who he said were complicit in the employer’s misconduct (*Gordon*, paras. 2-3). The Board considered the applicant’s view in this regard in light of the union’s own explanation for why it declined to pursue his grievance (*Gordon*, para. 10). On that basis, the Board found the union made its decision on the basis of the kinds of relevant workplace factors that it was entitled to consider, regardless of how the applicant attempted to characterize the dispute (*Gordon*, para. 10).

7 In the present case, the Original Decision finds the Applicant and the Union disagreed about how the dispute should be characterized (para. 27). In the Applicant’s view, he was dismissed purely for expressing a politically protected view that failed to align with the “falsehood” endorsed by the Union. The Union’s correspondence, however, presents a broader review of the Applicant’s conduct, both the conduct giving rise to the termination and his conduct following that termination (paras. 8-9). The Original Decision considers the Applicant’s position in light of the Union’s explanation for why it was declining to pursue his grievance, which included: the nature of the remarks the Applicant made to students; the breaches of confidentiality; the consistent public disparagement of the Employer; the Applicant’s lack of insight, remorse, or willingness to change; and his short tenure with the Employer (para. 24). We agree with the Original Decision that these were relevant workplace factors that the Union was entitled to consider, regardless of how the Applicant characterized the dispute. We find the Applicant has not raised a serious question as to the correctness or fairness of the Original Decision’s conclusion that the Section 12 application did not establish an apparent breach of the Code.

8 The Applicant says the Union “operated in bad faith” by promising him that it would endeavor to make him whole when it never allowed him to be fairly heard. He says the mediation lasted 20 minutes and the mediator “had no interest in hearing from me” and the Employer offered “neither reinstatement nor compensation in any form”. He also says the Union “did not even submit a mediation brief” on his behalf. These arguments were made to, and rejected by, the original panel (para. 29). Reconsideration is not an opportunity to argue the case before a different panel of the Board in hopes of achieving a different outcome.

9 The Applicant also says the Union denied him arbitration, and a chance to be fairly heard, which is a “patent violation of natural justice”. This argument was also made to, and rejected by, the original panel (para. 30). In any event, as the Original Decision points out, it is the union, not the employee, who is a party to the grievance, and it is the union,

not the employee, who is entitled to a fair hearing throughout that process (para. 30, see also, *Susan Cunningham*, 2024 BCLRB 64 (Leave for Reconsideration of 2024 BCLRB 41), para. 19). The Applicant did not have a right to procedural fairness in the grievance process; therefore, he could not be, and was not, denied procedural fairness.

10 Finally, the Applicant says “most egregious” for him is that the original panel does not reference his “case” in the Original Decision. He says the original panel is “seemingly uninterested that the allegations against [him] are all false. [The original panel] is seemingly uninterested that [his] case has attracted international attention because of how wrongfully [he] was treated. [The original panel] focuses only on whether the union went through the motions set out in the Code”. It is not the Board’s role on Section 12 to decide who in a workplace dispute is “right”; rather, the Board’s role is to examine whether the union’s representation of an individual in response to a workplace dispute was arbitrary, discriminatory, or in bad faith (*Judd*, para. 30; *Hardyal Dhanoa*, BCLRB No. B255/99, para. 71). For the reasons given above, we find the Applicant does not raise a serious question as to the correctness or fairness of the Original Decision’s conclusion that his application did not show an apparent breach of the Code in this regard.

11 The application for leave and reconsideration is dismissed (*RG Properties Ltd.*, BCLRB No. B378/2003 (Leave for Reconsideration of BCLRB No. B252/2003)).

LABOUR RELATIONS BOARD

“JENNIFER GLOUGIE”

JENNIFER GLOUGIE
CHAIR

“RENE-JOHN NICOLAS”

RENE-JOHN NICOLAS
VICE-CHAIR

“PAUL TODD”

PAUL TODD
VICE-CHAIR