



VLC-S-S-261188
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

SHANNON CALHOUN, KIM PARKINSON and
COURTNEY PAROBEC

PLAINTIFFS

AND

HOSPITAL EMPLOYEES' UNION and SIMPLY VOTING INC.

DEFENDANTS

NOTICE OF APPLICATION

Names of Applicants: Shannon Calhoun, Kim Parkinson and Courtney Parobec (the "Plaintiffs")

To: Hospital Employees' Union and Simply Voting Inc.

TAKE NOTICE that an application will be made by the applicant to the presiding judge or associate judge in person at the courthouse at 800 Smithe Street, Vancouver BC on **March 24, 2026 at 9:45 a.m.** for the orders set out in Part 1 below.

The applicants estimate that the application will take 2 hours.

This matter is within the jurisdiction of a judge.

PART 1. ORDER SOUGHT

1. An injunction pursuant to Rule 10-4 of the *Supreme Court Civil Rules* prohibiting the Hospital Employees' Union from taking any further steps in implementing the bargaining agreement reached on November 17, 2025 pending verification of the final voting results from the ratification vote that occurred between December 15, 2025 until December 19, 2025 (the "Ratification Vote").
2. A declaration that the Ratification Vote did not comply with Article 11 (H) (f) of the Hospital Employees' Union Constitution and By-Laws.
3. An immediate revote of the bargaining agreement reached on November 17, 2025, for all Hospital Employees' Union members.

4. The appointment of a third-party auditor to monitor and oversee the revote.
5. An order that the Hospital Employees' Union and Simply Voting Inc. disclose all information and documents in their possession related to the Ratification Vote.
6. An order that the Hospital Employees' Union and Simply Voting Inc. disclose all correspondence between them about the Ratification Vote.
7. An order prohibiting the Hospital Employees' Union and Simply Voting Inc from deleting, altering, or overwriting any voting data.
8. An order for special costs;
9. In the alternative, an order for costs; and
10. Such further and other relief as this Honourable Court deems just.

PART 2. FACTUAL BASIS

Basic Facts

1. The Hospital Employees Union (the "HEU") represents over 60,000 public and private healthcare workers in British Columbia including all the Plaintiffs.
2. The Facilities Bargaining Association (the "Bargaining Committee") is a multi-union group that negotiates labour agreements for several public health care workers unions, including members of the HEU. Over 95 per cent of the workers covered by the Bargaining Committee are members of the HEU.
3. Most of the health care workers represented by the Bargaining Committee are members of the HEU.
4. On November 17, 2025, the Bargaining Committee reached a tentative collective bargaining agreement (the "Tentative Agreement") with the province of British Columbia.
5. Article 11(H)(f) of the HEU Constitution and By-Laws ("HEU Code") requires ratification of a tentative agreement by both: (i) a two-thirds majority of eligible locals, and (ii) a simple majority (50%) of all eligible voting members.

6. Between December 15, 2025, and December 19, 2025, members of the HEU voted on ratification of the Tentative Agreement.
7. The Defendant, Simply Voting Inc., was responsible for administering the Vote.
8. On December 19, 2025, the HEU sent an email to all members stating that the Tentative Agreement had been ratified, with 54.2% of the votes cast in favour.
9. The voting results indicated that 107 out of 161 locals (66.45%) voted in favour of the Tentative Agreement, which was less than the required two-thirds majority. These results were provided by 2 members of the Bargaining Committee. Some members of the HEU then pointed out that the number of locals reported as voting in favour of the Tentative Agreement was less than the two-thirds threshold required for ratification.
10. 39 locals were decided by less than 10 votes.
11. The following are irregularities and issues (the "Irregularities") with voting for the Tentative Agreement:
 - a) On December 22, 2025, members of the HEU were informed that the numbers reported on December 19, 2025 were and described as unofficial and in fact, 108 locals voted in favour of the Tentative Agreement. The change was later attributed to an error in counting or defining what constituted a majority vote within a local.
 - b) It appears that the list of locals reported as voting does not align with the list of the locals identified in the collective agreement.
 - c) Some former members of the HEU reported receiving digital voting access for the Tentative Agreement despite being ineligible.
 - d) Members of the HEU that worked in multiple locals at the time of voting have reported inconsistencies in voting access for the Tentative Agreement. Some members of the HEU reported they received voting access in multiple locals while others reported receiving voting access only in one local.
12. The Plaintiffs disagree with the Defendants' assertion that the discrepancy in the number of Locals voting in favour of ratification resulted merely from an unofficial internal report. The Plaintiffs believe that the internal report referred to by the

Defendants was, in fact, the actual report produced by Simply Voting and relied upon in reporting the voting results

13. The Plaintiffs, Shannon Calhoun and Courtney Parobec, and other members of the HEU asked the HEU executive members to clarify the Irregularities but either did not receive a response or did not receive an adequate response.
14. On January 7, 2026, counsel for the Plaintiffs wrote to the HEU President and the HEU Secretary outlining concerns regarding the locals, ballots, transparency and requested several documents related to the voting process.
15. On January 21, 2026, counsel for the HEU President and the HEU Secretary responded, explaining that the change in locals who voted yes was explained through initially misapprehending the definition of what constitutes a majority vote in a local. The disclosure requests were not met.
16. The Plaintiffs say that providing a copy of the final results from Simply Voting, which the Defendants have in their possession or control, should be straightforward and could be done without delay. The Plaintiffs further say that members are entitled to access accurate and verified election results, and that the failure or refusal to provide such information prevents meaningful verification of the ratification vote.
17. The Plaintiffs say that the Irregularities combined with the absence of disclosure, raises serious concerns regarding transparency, accuracy, and the integrity of the voting process.

PART 3. LEGAL BASIS

Article 11 (H) (f) BC HEU Code

18. Article 11 (H) of the Hospital Employees' Union Constitution and By-Laws which states:
 - a) **Voting:** Eligible members in each Local shall vote individually on the proposed terms of settlement. Where a vote is conducted in person and wherever

practical, eligible Members on all shifts shall be provided with an opportunity to cast a ballot.

- b) **Eligibility:** At the time of ratification, the union will establish what format the secret ballot will take and communicate that to the members. This could include the expanded use of advance polls and the use of new technologies. The union will ensure that every voting member casting a ballot is eligible to vote.
- c) **Secret Vote:** All voting on proposed terms of settlement shall be by secret ballot, conducted in accordance with established balloting procedures. Only the official ballot shall be used for voting.
- d) **Count & Report:** On a date arranged in conjunction with the Provincial Office, Burnaby Site, the scrutineers shall claim the ballots, count the vote and telephone the result to the Provincial Office, Burnaby Site.
- e) **Return of Ballots:** A written confirmation, signed by the scrutineers and the Secretary or Chairperson of the Local, shall be mailed to the Provincial Office, Burnaby Site, immediately following the vote.
- f) **Membership decision:** The decision to ratify or reject a tentative agreement shall be made by a majority of the ballots cast.

For Provincial or Multi-site votes, a Membership decision shall prevail:

- i) by two-thirds (2/3) of the eligible Locals voting in the majority, and
- ii) by fifty per cent (50%) of all eligible voting Members voting in the majority.

Test for Injunctive Relief

- 19. The three-stage test for interlocutory injunctions as outlined at page 332 and 333 of *RJR -Macdonald v Canada* 111 D.L.R (4th) 385 and interpreted as follows:
 - a) Serious question to be tried;
 - b) Irreparable harm without the granting of an injunction;
 - c) The balance of convenience analysis between granting the remedy and refusing to grant the remedy.
- 20. The Honourable Court has recognized that the main question on an injunction application "is whether the granting of an injunction is just and equitable in all of the circumstances of the case".

21. The affidavit evidence will demonstrate each of the Irregularities, which are all independently worthy of further discovery. The Irregularities were outlined in the facts section.
22. The number of locals reported in support of the Tentative Agreement changed after comments were made about Article 11 (H) (f) of the HEU Code. There are potential discrepancies between the locals listed in the collective agreement and those identified in the vote for the Tentative Agreement. There are inconsistencies with respect to some members receiving votes in multiple locals and others who did not.
23. There are further general questions about the one vote per one local process. Individuals who are no longer members of the HEU also received votes. Each of the items listed in this paragraph raises serious questions.
24. There will be irreparable harm to the Plaintiffs and the collective HEU members without the granting of an injunction. The Plaintiffs will lose the benefit of immediately negotiating a better collective bargaining agreement.
25. HEU members that retire or otherwise stop working between now and the Irregularities are fully dealt with will lose the benefit of a potentially better collective bargaining agreement. The potential for certain types of benefits will be deprived for some people.
26. If an injunction is not granted, then the Tentative Agreement will continue to be implemented and become much harder to unwind.
27. There may be further irreparable harm to the Plaintiffs and others that cannot be quantified at this stage. Additional information about the Irregularities may reveal further issues and problems.
28. The balance of convenience assessment involves consideration of whether an injunction is in public interest. The evidence shows serious problems with the voting procedure for one of the largest unions in the province. The public interest requires

an interim removal of an election result that could be severely tainted and effects many individuals.

29. The public interest also needs to take a protective role given the nature and extent of the Irregularities.

Document Disclosure

30. The general rules regarding production of documents are outlined at Rule 7-1 of the *Supreme Court Civil Rules* - BC REG 168/2009 (The "*Supreme Court Civil Rules*"). The normal course for document disclosure should be bypassed due to consideration of the objects of the *Supreme Court Civil Rules*.

Objects of the Supreme Court Civil Rules

31. Rule 1-3 (1) of the *Supreme Court Civil Rules* (BC REG 168/2009) which states:

1-3 (1) The object of these Supreme Court Civil Rules is to secure the just, speedy and inexpensive determination of every proceeding on its merits.

32. Rule 13-1 (19) of the *Supreme Court Civil Rules* states:

When making an order under these Supreme Court Civil Rules, the court may impose terms and conditions and give directions it considers will further the object of these Supreme Court Civil Rules.

33. The granting of an injunction is supported by the objects of the *Supreme Court Civil Rules*. The Irregularities require an investigation and just action. An injunction provides the space for Plaintiffs and other HEU members to investigate the Irregularities while pausing the implementation of the Tentative Agreement. An injunction allows for a more speedy and inexpensive result because the implementation of the Tentative Agreement is paused at an earlier stage.

34. For this matter to proceed in a just and speedy manner, the Plaintiffs need an order which compels Simply Voting Inc. to provide forthwith all information and documents

in the possession related to the Ratification Vote. Strict reliance on the rules regarding the production of documents leads to potentially significant delays in production of documents and the delays cause an unjust result.

PART 4. MATERIAL TO BE RELIED ON

1. The Notice of Civil Claim.
2. Affidavit #1 of James Seldon.
3. Affidavit #1 of Laura Bollivar.
4. Affidavit #1 of Shannon Calhoun sworn on March 5, 2026.
5. Affidavit #1 of Courtney Parobec sworn on March 5, 2026.
6. Any additional material provided in a reasonable time.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- a. file an application response in Form 33,
- b. file the original of every affidavit, and of every other document, that
 - i. you intend to refer to at the hearing of this application, and
 - ii. has not already been filed in this proceeding, and
- c. serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - i. a copy of the filed application response;
 - ii. a copy of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - iii. if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9)

Date: March 6, 2026



Signature of ARPAN PARHAR
Lawyer for the Applicants

To be completed by the court only:

Order made

- in the terms requested in paragraphs _____ of Part 1 of this notice of application
- with the following variations and additional terms:

Dated: _____
[dd/mm/yyyy]

Signature of Judge Associate Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- discovery: comply with demand for documents
- discovery: production of additional documents
- other matters concerning document discovery
- extend oral discovery
- other matter concerning oral discovery
- amend pleadings
- add/change parties
- summary judgment
- summary trial
- service
- mediation
- adjournments
- proceedings at trial
- case plan orders: amend
- case plan orders: other
- none of the above



NO. Court File No. **VLC-S-S-261188**
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

SHANNON CALHOUN, KIM PARKINSON and
COURTNEY PAROBEC

PLAINTIFFS

AND

HOSPITAL EMPLOYEES' UNION
SIMPLY VOTING INC.

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the Plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the Plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the Plaintiff,

(a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The Plaintiff, Shannon Calhoun, Acute Sites Patient Registration Supervisor, has an address for service c/o ALG Lawyers, 205-2890 Garden Street, Abbotsford, BC, V2T 4W7.
2. The Plaintiff, Kim Parkinson, Pharmacy Assistant, has an address for service c/o ALG Lawyers, 205-2890 Garden Street, Abbotsford, BC, V2T 4W7.
3. The Plaintiff, Courtney Parobec, Registration Clerk and Switchboard Operator, has an address for service c/o ALG Lawyers, 205-2890 Garden Street, Abbotsford, BC, V2T 4W7.
4. The Defendant, Hospital Employees Union (the "HEU"), is an employee union, with an address for service c/o Koskie Glavin Gordon, 1630-1177 West Hastings Street, Vancouver, BC, V6E 2K3.

5. The Defendant, Simply Voting Inc., is a company incorporated under the laws of Quebec, with a business address 502-5160 Bd Decaire, Montreal Quebec, H3X 2H9.

Basic Facts

6. The HEU represents over 60,000 public and private healthcare workers in British Columbia, including all the Plaintiffs.
7. The Facilities Bargaining Association (the “Bargaining Committee”) is a multi-union group that negotiates labour agreements for several public health care workers’ unions, including members of the HEU. Over 95 per cent of the workers covered by the Bargaining Committee are members of the HEU.
8. On November 17, 2025, the Bargaining Committee reached a tentative collective bargaining agreement (the “Tentative Agreement”) with the Province of British Columbia.
9. Article 11(H)(f) of the HEU Constitution and By-Laws requires ratification of a tentative agreement by both: (i) a two-thirds majority of eligible locals, and (ii) a simple majority (50%) of all eligible voting members.
10. Between December 15, 2025, and December 19, 2025, members of the HEU voted on ratification of the Tentative Agreement (the “Vote”).
11. The Defendant, Simply Voting Inc., was responsible for administering the Vote.

Mathematical Threshold based on Article 11 (H) (f)

12. Based on the reported total of 161 eligible locals, the mathematical calculation for the two-thirds threshold is as follows:
 - a) Total eligible locals: 161
 - b) Two-thirds of 161 locals: $161 \div 3 \times 2 = 107.33$ locals

c) Minimum number of locals required for ratification: 108 locals

13. The minimum number for locals must be rounded up from 107.33 because a local cannot be divided.

Events after the Vote

14. On December 19, 2025, the HEU sent an email to all members stating that the Tentative Agreement had been ratified, with 54.2% of the Vote cast in favour.

15. The Vote indicated that 107 out of 161 locals (66.45%) voted in favour of the Tentative Agreement. The 107 number was less than the required two-thirds majority.

16. The voting results were provided by 2 members of the Bargaining Committee. Some members of the HEU then pointed out that the number of locals reported as voting in favour of the Tentative Agreement was less than the two-thirds threshold required for ratification.

17. On December 22, 2025, members of the HEU were informed that the numbers reported on December 19, 2025, were described as unofficial. In fact, 108 locals voted in favour of the Tentative Agreement. The change was later attributed to an error in counting or defining what constituted a majority vote within a local.

18. The December 22, 2025, correspondence from the HEU stated:

“The final overall local results are as follows:

161 locals voted

108 locals voted in favour

53 locals voted against

The result of 108 locals meets the required two-thirds majority of locals. Also, with a 54% majority (including the constituent unions), the FBA agreement is ratified.

You may have seen a different number on social media, on unofficial HEU channels, which was incorrect.

To ensure transparency and clarity, we are releasing the final, verified local-by-local vote results together with this message. If you are interested in a further breakdown of the results, please see the breakdown by locals here”.

19. The only documents related to the Vote that have been provided thus far are a Microsoft spreadsheet provided on December 27, 2025 which reveals that 39 out of 158 locals (24.7%) were decided by margins of 10 votes or fewer, making the results exceptionally susceptible to minor irregularities affecting the outcome.

20. Thirty-four (34) locals were decided by 2-9 votes. The following locals were decided by one vote:

- a) Lillooet/Lytton Local: Yes 16, No 16 (TIE).
- b) Castlegar Local: Yes 38, No 39.
- c) South Delta Local: Yes 70, No 69.
- d) Sparwood Local: Yes 2, No 1.
- e) St. Vincent's Local: Yes 136, No 137.

The Irregularities

21. The following irregularities (the “Irregularities”) exist with the Vote.

- a) Increase in locals that voted yes from December 19, 2025, until December 22, 2025.

- b) The list of locals reported as voting does not align with the list of locals identified in the collective agreement.
- c) Some former members of the HEU reported receiving digital voting access for the Tentative Agreement despite being ineligible.
- d) Members of the HEU that worked in multiple locals at the time of voting have reported inconsistencies in voting access for the Tentative Agreement. Some members of the HEU reported they received voting access in multiple locals while others reported receiving voting access only in one local.

22. The Plaintiffs disagree with the HEU's assertion that the discrepancy in the number of locals voting in favour of ratification resulted merely from an unofficial internal report. The Plaintiffs believe that the internal report referred to by the HEU was, in fact, the actual report produced by Simply Voting and relied upon in reporting the voting results.

Disclosure of information related to the Irregularities

23. The Plaintiffs, Shannon Calhoun and Courtney Parobec, and other members of the HEU asked the HEU executive members to clarify the Irregularities. However, neither the Plaintiffs nor the other members of the HEU received any adequate response.

24. On January 7, 2026, counsel for the Plaintiffs wrote to the HEU President and the HEU Secretary outlining concerns regarding the locals, ballots, transparency and requested several documents related to the voting process.

25. On January 21, 2026, counsel for the HEU President and the HEU Secretary responded, outlining that the change in locals who voted yes was due to an initial misapprehension of what constitutes a majority vote in a local. The disclosure requests were not met.

26. The Irregularities raise serious concerns regarding transparency, accuracy, and the integrity of the voting process.

Part 2: RELIEF SOUGHT

- a. Interim injunctive relief stopping the implementation of the Tentative Agreement.
- b. General, Specific and Punitive Damages against each of the Defendants from the failure to properly document voting procedure.
- c. Interest under the *Court Order Interest Act*, RSBC 1996, c 79.
- d. Costs from each of the Defendants.
- e. Such further and other relief as the Honourable Court may deem just.

Part 3: LEGAL BASIS

1. The Plaintiffs plead the following statutes and any amendments:
 - a) *Law and Equity Act*, RSBC 1996, c. 253;
 - b) *Negligence Act*, RSBC 1996, c. 333; and
 - c) *Court Order Interest Act*, RSBC 1996, c. 79.
2. The Defendant, Hospital Employee Union, actions of negligence included but are not limited to:
 - a) Failure in ensuring that only eligible members of the HEU received votes for ratification of the Tentative Agreement.
 - b) Failure in ensuring that all eligible members of the HEU received electronic ballots for the election.
 - c) Misreporting of election results.
 - d) Potential manipulation of the election results.
 - e) Additional reasons as outlined in an Amended Notice of Civil Claim or otherwise by counsel.
3. The Defendant, Simply Voting Inc.'s actions of negligence included but are not limited to:
 - a) Failing to ensure that only eligible members of the HEU received votes for ratification of the Tentative Agreement.
 - b) Failure in ensuring that all eligible members of the HEU received electronic ballots for the election.
 - c) Lack of adequate response to the concerns of the Plaintiffs and or other members of the HEU upon learning about the Irregularities.
 - d) Failing to release information and records related to the voting of the Tentative Agreement.
 - e) Additional reasons as outlined in an Amended Notice of Civil Claim or otherwise by counsel.

4. The three-stage test for interlocutory injunctions as outlined at page 332 and 333 of *RJR -Macdonald v Canada* 111 D.L.R (4th) 385 and interpreted as follows:
 - a) Serious question to be tried;
 - b) Irreparable harm without the granting of an injunction;
 - c) The balance of convenience analysis between granting the remedy and refusing to grant the remedy.

5. Article 11 of the Hospital Employees Union Constitution and By-Laws which states:
 - a) **Voting:** Eligible members in each Local shall vote individually on the proposed terms of settlement. Where a vote is conducted in person and wherever practical, eligible members on all shifts shall be provided with an opportunity to cast a ballot.
 - b) **Eligibility:** At the time of ratification, the union will establish what format the secret ballot will take and communicate that to the members. This could include the expanded use of advance polls and the use of new technologies. The union will ensure that every voting member casting a ballot is eligible to vote.
 - c) **Secret Vote:** All voting on proposed terms of settlement shall be by secret ballot, conducted in accordance with established balloting procedures. Only the official ballot shall be used for voting.
 - d) **Count & Report:** On a date arranged in conjunction with the Provincial Office, Burnaby Site, the scrutineers shall claim the ballots, count the vote and tele phone the result to the Provincial Office, Burnaby Site.
 - e) **Return of Ballots:** A written confirmation, signed by the scrutineers and the Secretary or Chairperson of the Local, shall be mailed to the Provincial Office, Burnaby Site, immediately following the vote.
 - f) **Membership decision:** The decision to ratify or reject a tentative agreement shall be made by a majority of the ballots cast.

For Provincial or Multi-site votes, a membership decision shall prevail:

- i) by two-thirds (2/3) of the eligible locals voting in the majority, and
- ii) by fifty per cent (50%) of all eligible voting members voting in the majority.

6. If administrative issues are raised by the Defendant BCHEU, caselaw and rules regarding concurrency of proceedings in a supreme court and administrative setting.

Canada (Attorney General) v. Telezone Inc., 2010 SCC 62
Canada (Attorney General) v. McArthur, 2010 SCC 63
Strickland v. Canada (Attorney General), 2015 SCC 37

7. Rule 1-3 (1) of the *Supreme Court Civil Rules (BC REG 168/2009)* (the *Supreme Court Civil Rules*) outlines that “the object of the *Supreme Court Civil Rules* is to secure the just, speedy and inexpensive determination of every proceeding on its merits”.
8. Rule 13-1 (9) of the *Supreme Court Civil Rules* outlines that when making an order, “the court may impose terms and conditions and give directions it considers will further the object of these *Supreme Court Civil Rules*”.
9. Any other statutes, caselaw and principles that counsel advises.
10. The inherent jurisdiction of the honourable court.

Plaintiff’s address for service:	c/o ALG Lawyers Barristers and Solicitors #205 – 2890 Garden Street Abbotsford, BC V2T 4W7
Fax number address for service (if any):	N/A
E-mail address for service (if any):	reception@alglawyers.ca
Place of trial:	Vancouver Law Courts
The address of the registry is:	800 Smithe Street Vancouver, BC V6Z 0C8

Date: February 13, 2026



Signature of Arpan Parhar
 Lawyer for the Plaintiffs

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Filed/Prepared by:

ALG Lawyers

Barristers & Solicitors

#205 - 2890 Garden Street

Abbotsford, BC V2T 4W7

Telephone: (604) 852-5100

Attention: Arpan Parhar

File No.: 80881

Form 11 (Rule 4-5(2))

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

The Plaintiff claims the right to serve this pleading/petition on the Defendant outside British Columbia on the ground that the proceeding is founded on a tort committed in British Columbia, pursuant to the *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c. 28, section 10(g).

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Notice of Civil Claim arises from the ratification vote (The "Vote") of a collective bargaining agreement involving the Defendant Hospital Employment Union (the "HEU") and the Government of British Columbia. The Plaintiffs are members of the HEU. There were several irregularities with the Vote including non-members receiving votes, members receiving multiple votes on an inconsistent basis and increase in reported locals that voted yes. The Irregularities result in damages and require judicial intervention.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

BY EMAIL

email: glavin@koskieglavin.com

**** WITHOUT PREJUDICE EXCEPT TO COSTS ****

January 21, 2026

ALG Lawyers
104 – 32615 S Fraser Way
Abbotsford, BC, V2T 1X8

Attn: Mr. Arpan Parhar

Dear Mr. Parhar:

Re: S Calhoun, C Parobec, and K Parkinson (Inquiring Members) -and- Hospital Employees' Union (HEU), Demand to Suspend Ratification

We represent the Hospital Employees' Union (HEU) and write in response to your letter dated January 7, 2026. We have had the opportunity to review the demands set out in your letter and would like to provide clarity on some of the issues in order to resolve your clients' concerns.

I. Background on Collective Agreement Bargaining and Ratification

Collective bargaining between the Health Employers Association of BC (HEABC) and the various unions who provide services to health care providers in British Columbia are carried out collectively by several bargaining associations rather than by the individual unions. In the current case, the bargaining association involved is the Health Services and Support - Facilities Subsector Bargaining Association (FBA) which represents the following unions:

- Hospital Employees' Union (HEU),
- British Columbia General Employees' Union (BCGEU),
- International Union of Operating Engineers (IUOE),
- Private & Public Workers of Canada (PPWC),
- BC Nurses' Union (BCNU),
- International Brotherhood of Electrical Workers (IBEW),
- United Brotherhood of Carpenters and Joiners of America (UBCA),
- United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (UA), and
- International Union of Painters and Allied Trades (IUPAT).

Each of these unions has several local unions (Locals) across the province. The HEU represents the largest number of Locals in the FBA at 161 individual Local unions.



II. Current Status of Collective Agreement

The Collective Agreement referred to in your letter dated January 7, 2026 was ratified on December 19, 2025.

The Tentative Agreement, including all Greensheets, adopting the new terms of the Collective Agreement was executed by the HEABC and the FBA on November 17, 2025. When the membership ratified the new Collective Agreement, this was the final step to adopting the new Collective Agreement.

III. FBA Ratification Process

Once the FBA executes a Memorandum of Agreement modifying the Collective Agreement it puts it out to members to be ratified. The *FBA Articles of Association* (Article 7) provides the ratification procedure. Article 7(c) sets out how the ratification vote is to proceed, and the threshold needed to ratify a Memorandum of Agreement:

Each constituent union shall determine the method of conducting and counting the vote among its members. Where a majority of all ballots cast are in favour of ratifying the proposed collective agreement, the Association Negotiating Committee shall execute the collective agreement on behalf of the Association.

In regard to the current Memorandum of Agreement, 54.21% of voting members of all unions that are represented by the FBA voted in favour. This meets the simple majority threshold to ratify as set out in the *FBA Articles of Association*.

IV. HEU Ratification Process

The HEU's own internal *Constitution and Bylaws* sets out the procedure and threshold for ratification of a collective agreement by the HEU membership. Article 11, Section H of the HEU *Constitution and Bylaws* sets out how a ratification vote is to proceed, and the threshold needed to ratify the Memorandum of Agreement:

Section H

VOTING – RATIFICATION OF PROPOSED TERMS OF SETTLEMENT:

...

f) Membership decision: The decision to ratify or reject a tentative agreement shall be made by a majority of the ballots cast.

For Provincial or Multi-site votes, a Membership decision shall prevail:

- i) by two-thirds (2/3) of the eligible Locals voting in the majority, and
- ii) by fifty per cent (50%) of all eligible voting Members voting in the majority.

Initially, an internal unofficial report indicated that 107 of the HEU Locals had voted in favour of ratification, and that this constituted 2/3 of the Locals. At this time the HEU had a good faith belief



that the ratification threshold had been met. The Union's understanding is that this unofficial initial result was later improperly shared externally, which resulted in confusion as to whether the threshold had been met.

In the unofficial report, there was an initial error in how the South Delta Local was classified. A check of the results on December 19, 2025 raised the question of whether the South Delta Local had voted for or against ratification. The members of South Delta Local had voted 70 members in favour of ratification and 69 members against. The close race in South Delta resulted in an internal constitutional question as to whether the threshold for counting South Delta in favour of ratification required a simple majority, or whether it required "50% +1".

As can be seen above in Section H(f), ratification "shall be made by a majority of the ballots cast". This is in contrast with language in other areas of the HEU *Constitution and Bylaws*, dealing with other matters, which specifies "50% +1". As such, ratification is counted by simple majority and South Delta's vote counted in favour of ratification.

With South Delta counting towards ratification, 108 of 161 HEU Local Unions voted in favour of ratification, and as such the number of eligible Locals voting to ratify the Memorandum of Agreement is 108 of 161 (67.08%). This meets the first threshold to ratify.

Further, 55.73% of eligible HEU voting members voted in favour of the Memorandum of Agreement. This meets the second threshold to ratify.

For clarity, no additional voting and no recount of the votes cast occurred. The discrepancy between the preliminary results shared internally with the FBA and the final results released publicly was entirely based on the HEU undertaking a proper consideration of how the HEU *Constitution and Bylaws* applied in the case of the results of a close vote in a single Local.

V. Shorncliffe Local and Totem Local Were Not Treated As Distinct Locals

There is no "Totem" Local, and there never has been. Previously, members at the Shorncliffe Care Centre facility were members of Shorncliffe Local, and members at the Totem Lodge facility were members of Sechelt Local.

In 2023 the public sector facilities Shorncliffe Care Centre and Totem Lodge were closed, and the workers and residents were moved to a new privately operated facility named Silverstone Care Centre. The HEU members now working at Silverstone Care Centre were able to maintain their FBA membership and employment at this private facility as the new employer became an HEABC affiliate.

Sechelt Local has continued as it includes other members at other facilities.

The members who now work at Silverstone Care Centre are members of Shorncliffe Local.

Shorncliffe Local has not requested a name change, nor is the local required to.



The merger of the members from the Totem Lodge facility and Shorncliffe Care Centre facility was agreed to by the members of both Locals to reflect the change in employer and geographical move, and continued as the Shorncliffe Local. This agreement was confirmed by the Provincial Executive in a motion on November 7, 2023 and this exists within the minutes of the meeting. The merger was done in compliance with the HEU *Constitution and Bylaws* and the merger policy. These documents remain available as always on the HEU website.

Members of Shorncliffe Local have been operating under this merger agreement since the 2023 merger, and as they remain members of the FBA they have retained all rights and privileges to vote in the ratification.

Only Shorncliffe Local and Sechelt Local were each listed as a Local in the ratification vote. There is no "Totem" local nor were any votes tallied for a "Totem" local.

VI. HEU Members Voting in More Than One Local

HEU members are allowed to vote in every Local to which they are a member. This is a longstanding practice, and conforms to Article 11, section H(a):

Section H

VOTING – RATIFICATION OF PROPOSED TERMS OF SETTLEMENT:

a) Voting: Eligible members in each Local shall vote individually on the proposed terms of settlement. Where a vote is conducted in person and wherever practical, eligible Members on all shifts shall be provided with an opportunity to cast a ballot.

...

The ability for members to vote in each Local to which they belong was communicated to all HEU members in advance of the vote.

VII. No Prior HEU Members Were Permitted to Vote

Former members are not allowed to vote on Union business. The Union has no evidence, and no evidence has been provided, that any former member voted in the ratification. As with any vote, such as with BC Elections or Elections Canada, voter lists are based on the best information available at the time of the vote.

VIII. The Vote Was Conducted and Certified by Simply Voting

Simply Voting Inc is a Canadian online elections platform that has been in operation since 2003. Currently Simply Voting services over 5,000 organizations in 74 countries worldwide.

Simply Voting is used by Elections Prince Edward Island, Elections North West Territories, the Green Party of Canada, the Parti Liberal du Quebec, the New York State Democrats, Unifor, the



Canadian Union of Public Employees (CUPE), the Movement of United Professionals (MoveUp), the BC College of Nurses and Midwives, the Ontario Nurses Association, and thousands more.

The HEU ratification vote was certified by Simply Voting and signed off on by Simply Voting President Brian Lack. Questions or concerns about the authenticity or accuracy of the results should be directed to Simply Voting.

The HEU does not have access to how any individual member voted. The purpose of a secret ballot is to allow union members to vote for or against a proposed collective agreement without fear of reprisal from either an employer or from a union.

IX. The Inquiring Members Have Failed to Exhaust the Required Procedure for Complaints

Article 19, Section B of the HEU *Constitution and Bylaws* sets out the procedure for making a complaint where a member in good standing believes that a member or officer of the Union has committed an offence under the HEU *Constitution and Bylaws*, including where it is alleged that any member of the HEU has “otherwise engage in serious misconduct detrimental to the welfare or interests of the Union, its Locals, or its Members” (Article 19, Section A(j)).

The Inquiring Members should follow this procedure before pursuing any other dispute resolution mechanism, and have 90 days from the date on which the alleged offense was discovered to file a complaint with the Office of the President as set out in Article 19, Section B.

We trust this addresses your client’s concerns.

Yours truly,

KOSKIE GLAVIN GORDON

Per:

ANTHONY GLAVIN

cc: Client

ALG

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January 07, 2026

VIA EMAIL

“WITHOUT PREJUDICE EXCEPT FOR COSTS”

Barb Nederpal
President
Hospital Employees Union

Lynn Bueckert
Secretary – Business Manager
Hospital Employees Union

Dear Ms. Nederpal and Ms. Bueckert:

Re: Demand to Suspend Ratification and Disclose Voting Records

I write this correspondence on behalf of Shannon Calhoun, Courtney Parobec and Kim Parkinson (the Inquiring Members).

The Inquiring Members are all members of the Hospital Employees’ Union (HEU).

On November 17, 2025, the Facilities Bargaining Association (the Bargaining Committee) on behalf of the Hospital Employees Union (HEU) reached a tentative collective bargaining agreement with the province of British Columbia (the Tentative Agreement).

The Inquiring Members seek that the ratification process for the Tentative Agreement be stopped immediately until there is sufficient evidence that the vote was conducted in accordance with the Hospital Employees Union Constitution and By-Laws (the HEU Code).

Background Facts

All HEU members had an opportunity to vote on the Tentative Agreement between December 15, 2025, and December 19, 2025.

On December 19, 2025, the Bargaining Committee and Provincial Executive were provided with voting results indicating that 66.45% of locals (107 of 161) voted in favour of the Tentative Agreement. 54.2% of individual ballots voted in favour of the Tentative Agreement.

On December 22, 2025, the HEU leadership issued an email stating that in fact, 108 locals had voted YES.

The HEU leadership has failed to identify which local changed from NO to YES, when the change occurred, as well as any other relevant circumstances related to the changes.

Article 11, Section H (f) of the HEU Code outlines the procedure for ratifying the Tentative Agreement as follows:

f) Membership decision: The decision to ratify or reject a tentative agreement shall be made by a majority of the ballots cast.

For Provincial or Multi-site votes, a Membership decision shall prevail:

- i) by two-thirds (2/3) of the eligible locals voting in the majority, and
- ii) by fifty per cent (50%) of all eligible voting Members voting in the majority

Each local is a geographic district in the province for HEU members.

The Inquiring Members take issue with the voting procedure related to the locals and individual ballots as outlined below.

1-Concerns regarding the Locals

The number of locals that were initially reported to have approved the Tentative Agreement does not meet the constitutionally required threshold of 66.66% locals to ratify the Tentative Agreement.

This issue was immediately raised to the Bargaining Committee and stakeholders in the provincial government on the Tentative Agreement. The Inquiring Members understand that the numbers and the constitutionally required threshold were confirmed by the Bargaining Committee and the provincial stakeholders.

The Inquiring Members understand that the Bargaining Committee then issued an email stating that 108 locals voted YES for the Tentative Agreement three days after the issue was initially raised.

The Inquiring Members seek an immediate explanation regarding the discrepancies in locals which voted YES for the Tentative Agreement.

Specific concerns regarding the Shorncliffe and Totem Locals.

The Inquiring Members understand that the previous Shorncliffe and Totem locals were closed for approximately two years and later appeared as a single merged local.

In the voting process for the Tentative Agreement, the previous Shorncliffe and Totem locals were treated as distinct locals despite the previous treatment as a merged local for two years.

There are serious questions related to the process by which Shorncliffe and Totem de-amalgamated. It is unclear why Shorncliffe and Totem were treated as an individual local and then subsequently de-amalgamated for the purposes of ratifying the Tentative Agreement.

2-Concerns regarding Individual Ballots

The Inquiring Members believe there were other members of the HEU that voted in multiple locals.

The Inquiring Members have informed me that there is documented evidence of at least one member voting in multiple locals.

Even with multiple voting being permitted, many members who work at multiple locals did not receive a ballot, whereas some did.

Article 11, Section H (a) of the HEU Code outlines that eligible members in each local shall vote individually, and that the decision to ratify shall be made by majority of ballots cast.

There is not any constitutional authority that allows for voting to occur "one vote per local" or "one vote per employment opportunity".

In the extremely unlikely event that the honourable court were to accept an interpretation of the HEU Code permitting certain members to vote more than once, this critical information was never disclosed to members at the information meetings or at any other time prior to or during the election process.

Members were not informed that they may be entitled to cast more than a single ballot. A litany of procedural fairness issues then arises given many members who qualify for multiple ballots did not receive this information.

Furthermore, I understand there are screenshots demonstrating that a ballot was cast in a local where the individual has not worked for over five years.

The Inquiring Members have also informed me that there is evidence that ballots from former members were counted.

As you will see in our disclosure request, we are seeking information that allows us to determine the number of votes that should have been rendered invalid due to not following the procedure in the HEU Code. The information sought includes disclosure of the identities of all individuals who cast ballots in the ratification process.

validation;

c) If HEU uses a self-hosted enterprise version, full disclosure of HEU's internal oversight procedures, including the identity of HEU personnel who served as scrutineers with administrative access to the voting system, what changes or modifications can be made to vote counts by HEU administrators, and what audit trails exist to track any administrative interventions;

d) Complete documentation of the technical architecture and access controls for the voting platform, including any instances where HEU personnel had the ability to add, modify, or remove ballots, alter vote counts, or otherwise influence the voting process

I note that the issues related to Simply Voting are crucial with respect to transparency and accountability related to the voting process.

If the process is controlled by the HEU, then wider scale issues exist related to fair election practices.

If the HEU does not have any of the information contained in the Requests, then a positive obligation exists to forthwith obtain the requested items.

We ask that each of the Requests is met and responded to no later than January 14, 2026. We also ask that next steps related to ratification of the Tentative Agreement be delayed until the issues outlined in this correspondence are adequately addressed.

Failure to comply with this demand will leave the Inquiring Members with no alternative but to pursue all available legal remedies.

Our hope is that the parties can resolve the outstanding issues in an efficient and co-operative manner without the need for additional remedies.

Thank you for taking the time to read this correspondence.

Yours truly,

ALG LAWYERS

"Arpan Parhar"

Arpan Parhar