



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 (4<sup>th</sup>) 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