



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

APPLICATION RESPONSE of the HOSPITAL EMPLOYEES' UNION

Application response of the Defendant Hospital Employee's Union (the "HEU").

THIS IS A RESPONSE TO the notice of application of the Plaintiffs Shannon Calhoun, Kim Parkinson, and Courtney Parobec (the "Plaintiffs") filed 17/Feb/2026.

The HEU estimates that the application will take **3 hours**.

Part 1: ORDER(S) CONSENTED TO

The Defendant Hospital Employees' Union consents to the granting of the orders set out in the following paragraphs of Part 1 of the notice of application on the following terms: **NIL**

Part 2: ORDER(S) OPPOSED

The Defendant Hospital Employees' Union opposes the granting of the orders set out in the following paragraphs of the notice of application: **ALL**

Part 3: ORDER(S) ON WHICH NO POSITION IS TAKEN

The Defendant Hospital Employees' Union takes no position on the granting of the orders set out in the following paragraphs of the notice of application: **NIL**

Part 4: FACTUAL BASIS

Background

1. In British Columbia collective bargaining in the public health care sector is carried out by bargaining associations instead of individual unions and individual employers.¹
2. Health care support workers are represented by the Facilities Bargaining Association (“FBA”). The FBA represents more than 67,500 union members across 9 unions, including the Hospital Employees’ Union (“HEU”).²
3. The HEU is the largest union in the FBA, with more than 58,400 members who belong to 161 HEU local unions represented by the FBA (“Locals”). As the largest union in the FBA, the HEU is responsible for conducting collective bargaining on behalf of FBA members.³
4. Employers are represented by the Health Employers Association of British Columbia (HEABC), including the employers who are party to the collective agreement between HEABC and the FBA.⁴
5. The previous collective agreement between the HEABC and the FBA had a term of 2022 – 2025, and expired on March 31, 2025.⁵
6. Between February 21, 2025 and November 17, 2025 the HEABC and the FBA engaged in collective bargaining to negotiate a renewal collective agreement (the “Collective Agreement”).⁶
7. On November 17, 2025, the HEABC and the FBA adopted the terms of the Collective Agreement as a tentative agreement.⁷
8. On December 19, 2025, the union members represented by the FBA voted to ratify the Collective Agreement.⁸
9. The FBA *Articles of Association* require a simple majority for ratification and this was met.
10. Once the Collective Agreement had been ratified the HEABC employer members began the process of implementing it.⁹

Negotiations Model Between Sub-Sector Bargaining Associations and HEABC

11. As the entity funding the public sector employers, the British Columbia Provincial Government establishes a mandate for HEABC negotiations related to wages.¹⁰

¹ Affidavit No 1 of L Bueckert, para 3

² Affidavit No 1 of L Bueckert, para 4 – 5 and 7

³ Affidavit No 1 of L Bueckert, para 6 - 7

⁴ Affidavit No 1 of L Bueckert, para 8

⁵ Affidavit No 1 of L Bueckert, para 9 and Ex F

⁶ Affidavit No 1 of L Bueckert, para 12

⁷ Affidavit No 1 of L Bueckert, para 13 and Ex A

⁸ Affidavit No 1 of L Bueckert, para 14

⁹ Affidavit No 1 of L Bueckert, para 18 – 24; Affidavit No 1 of S Sharp, para 11 - 27

¹⁰ Affidavit No 1 of L Bueckert, para 15

12. As a result of information shared during collective bargaining, the FBA's understanding is that the original government mandate for the Collective Agreement was for a two-year agreement with wage increases of 1.5% and 2%.¹¹
13. As a result of a BC General Employees' Union strike in progress at the time of collective bargaining, the government mandate was changed. The ultimate result of collective bargaining was a four-year agreement between the FBA and the HEABC, with wage increases of 3%, 3%, 3%, and 3%.¹²
14. Also negotiated as part of the Collective Agreement was a "me-too" clause which triggers matching compensation for FBA members should another public sector bargaining unit negotiate a higher general wage increase.¹³

The HEU Ratification Process

15. 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 a collective agreement:¹⁴

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.

Test for Injunction – Merits Test

Alleged Irregularities in the HEU Ratification Results

16. On December 19, 2025, an HEU electoral officer downloaded the results of the ratification vote from Simply Voting Inc in spreadsheet form. The electoral officer reported that 107 of 161 Locals had voted in favour of ratification, and that this met the two-thirds majority required to ratify the Collective Agreement.¹⁵
17. On December 19, 2025, the Bargaining Committee communicated to all FBA members that the new Collective Agreement had been ratified.¹⁶
18. On December 20, 2025, HEU union members questioned whether 107 of 161 Locals (66.45%) met the "two-thirds (2/3)" threshold for ratification.¹⁷

¹¹ Affidavit No 1 of L Bueckert, para 15

¹² Affidavit No 1 of L Bueckert, para 16 and Ex E

¹³ Affidavit No 1 of L Bueckert, para 17 and Ex E

¹⁴ Affidavit No 1 of C Frampton, para 5 and Ex J

¹⁵ Affidavit No 1 of B Pegler, para 3 – 5 and Ex A

¹⁶ Affidavit No 1 of B Pegler, para 5 and Ex B

¹⁷ Affidavit No 1 of C Frampton, para 10 - 11 and Ex E and F

19. On December 20, 2025, members of the HEU staff leadership investigated the issue of the “two-thirds (2/3)” threshold being met, and discovered that there had been two errors made by the HEU electoral officer:¹⁸
 - a. The electoral officer had mistakenly calculated that 107 of 161 Locals voting in favour of ratification met the “two-thirds (2/3)” threshold; and
 - b. The electoral officer had mistakenly failed to count South Delta Local as voting in favour of ratification because they mistakenly applied a threshold of “50% +1” rather than simple majority as set out above at paragraph 15.
20. The corrected results of the ratification vote, now including South Delta Local, were 108 of 161 Locals in favour of ratification (67.08%).¹⁹ This met the two-thirds threshold.
21. On December 22, 2025, the HEU sent members an email with the results of the ratification vote, broken down by each Local, noting “results have now been fully verified and finalized”.²⁰
22. On January 5, 2026 the HEU obtained a supplementary report from Simply Voting which broke down the results of the ratification vote by each Local, and which allowed the HEU to verify that 108 of 161 Locals had voted in favour of ratification.²¹
23. In regard to paragraphs 24 – 25 in the Affidavit of Shannon Calhoun, once a vote on the Simply Voting platform is complete, the election campaign is automatically marked as “finished” (rather than “finalized” which occurs before the voting begins) and no updates or edits to the voter list can occur after this point. It is not possible to see the results of the vote prior to the election campaign being marked as “finished”.²²

Alleged Discrepancy In Locals Listed for Voting

24. The Plaintiffs allege that there is a discrepancy between the list of Locals reported as having voted, and the list of Locals in the Collective Agreement. There is no list of HEU Locals in the Collective Agreement.²³
25. The list attached to the Affidavit of Shannon Calhoun as Exhibit E is not a list of HEU Locals.²⁴

HEU Members Voting in More Than One Local

26. Article 11, Section H of the HEU *Constitution and Bylaws* permits members to vote in each Local to which they are a member.²⁵
27. It is a longstanding practice that HEU members are permitted to vote in each Local to which they are a member, a right which was communicated to members in advance of voting.²⁶

¹⁸ Affidavit No 1 of C Frampton, para 12 - 13 and Ex G; Affidavit No 1 of B Pegler, para 7 - 9 and Ex C

¹⁹ Affidavit No 1 of B Pegler, para 10; Affidavit No 1 of C Frampton, para 6 – 9 and Ex C and D

²⁰ Affidavit No 1 of C Frampton, para 14 - 15 and Ex H and I

²¹ Affidavit No 1 of C Frampton, para 7 and Ex C and D

²² Affidavit No 1 of J Paquette, para 3 - 8

²³ Affidavit No 1 of B Pegler, para 16

²⁴ Affidavit No 1 of B Pegler, para 17 - 18

²⁵ Affidavit No 1 of B Pegler, para 11

²⁶ Affidavit No 1 of B Pegler, para 12 - 13 and Ex D and E

28. In regard to paragraphs 2, 5, and 9 in the Affidavit of Laura Bollivar, HEU records show that she had not worked at Columbia View Lodge since May, 2025, and that she was only working at a single Local at the time of the vote.²⁷

Alleged Former Members of HEU Being Allowed to Vote

29. The Plaintiffs advance no evidence that any former HEU members were permitted to vote in the ratification vote and the HEU is not aware of any instances where this occurred.²⁸

Test for Injunction – Irreparable Harm

30. The HEABC is currently in the process of implementing the provisions of the Collective Agreement. Retroactive pay, wage increases, and other negotiated benefits are being put into practice by HEABC employer members.²⁹
31. The HEABC employer members receive their funding from the BC Provincial Government. To the HEU's knowledge there has never been a situation where an HEABC employer member was unable to live up to the financial obligations of a collective agreement.³⁰
32. Employers regularly pay out retroactive pay, as well as other retroactive benefits, when a new collective agreement is reached after the expiration of the previous collective agreement. This is a "tried and true" method of resolving situations where entitlement to wages and/or benefits is determined after the expiration of the term of a previous collective agreement.³¹

Test for Injunction – Balance of Inconvenience

Harm to Union Members

33. After the March 31, 2025, expiration of the previous collective agreement, union members represented by the FBA were without a renewal collective agreement and were not entitled to any improvements to their hours, working conditions, or any wage increases until a new collective agreement was ratified.³²
34. FBA members, including HEU members, have been without a wage increase since the March 31, 2025 expiration of the previous collective agreement.³³
35. Some HEU members have received wage increases and retroactive pay from April 1, 2025.³⁴
36. Many HEU members are still waiting for the implementation of the renewed Collective Agreement to receive wage increases, retroactive pay, and other benefits.³⁵

²⁷ Affidavit No 1 of J Paquette, para 9 - 12

²⁸ Affidavit No 1 of B Pegler, para 14 - 15

²⁹ Affidavit No 1 of L Bueckert, para 18, 22, and 23 - 24

³⁰ Affidavit No 1 of L Bueckert, para 19

³¹ Affidavit No 1 of L Bueckert, para 20

³² Affidavit No 1 of L Bueckert, para 9 - 10, and Ex F

³³ Affidavit No 1 of L Bueckert, para 11

³⁴ Affidavit No 1 of L Bueckert, para 22 – 23 and Ex B, C, and D

³⁵ Affidavit No 1. of L Bueckert, para 24

Harm to HEABC Members

37. Implementing a new collective agreement involves significant time and resources, including changes to internal operations, payroll systems, and other expenses by the HEABC employer members.³⁶
38. Halting the implementation of the Collective Agreement would not only require HEABC employer members to “throw away” resources already expended in the implementation of the Collective Agreement, but would require these employer members to expend even more resources to reverse changes already in progress.³⁷
39. If the interim injunction were granted as set out by the Plaintiffs the HEABC employer members would incur even greater expenses, above and beyond those normally incurred in implementing a Collective Agreement, in attempting to reverse implementation only for HEU members and not for the other constituent unions in the FBA.³⁸
40. As an example, HEABC employer member Fraser Health has already incurred significant expenditures of time and resources in implementing the Collective Agreement, and estimates that reversing these changes would incur significant further costs.³⁹
41. Similarly, the Provincial Health Services Authority (“PHSA”) has already incurred significant expense in implementing the Collective Agreement, and anticipates that significant expenditures of time and resources would be required to reverse those steps, particularly if the injunction were to affect HEU members only and not other members of the FBA.⁴⁰
42. The HEABC employer members affected would have no means of recovering the time, resources, and expenses lost if the injunction were granted.⁴¹

Public Interest Weighs Against Injunction

43. The HEABC employer members are already in the process of implementing not just the Collective Agreement at issue in the current action, but also several other collective agreements for other public health sector bargaining associations. Halting and reversing steps taken has the potential to cause “serious disruption and administrative upheaval” for HEABC employer members who constitute a large portion of BC public healthcare.⁴²
44. Additionally, the financial impact of reversing or halting the wage and benefit increases would likely result in negative effects to public health care employee morale, and negatively impact the ability of HEABC employer members to recruit and retain staff.⁴³ In particular, at worksites where members of different unions work “side by side” with each other, such as at the BC

³⁶ Affidavit No 1 of E Cutler, para 29

³⁷ Affidavit No 1 of E Cutler, para 38 - 39

³⁸ Affidavit No 1 of E Cutler, para 40 - 41

³⁹ Affidavit No 1 of S Sharp, para 11 - 27

⁴⁰ Affidavit No 1 of J Ng, para 22 - 25

⁴¹ Affidavit No 1 of E Cutler, para 39; Affidavit No 1 of S Sharp, para 25 and 27

⁴² Affidavit No 1 of E Cutler, para 44 - 49

⁴³ Affidavit No 1 of S Sharp, para 26

Children's and Women's Hospital, there are significant concerns about the effect of paying different wage rates to FBA members based on their individual union memberships.⁴⁴

Part 5: LEGAL BASIS

45. The plaintiff relies on the *Labour Relations Code*, RSBC 1996, c 244, sections 133, 136, and 139; the *Law And Equity Act*, section 39; and the *Supreme Court Civil Rules*, including but not limited to Rules 1-3, 8-1, 10-4, 14-1, 22-1, and 22-2.

Preliminary Matter – Exclusive Jurisdiction Lies with the BC Labour Relations Board

46. The Labour Relations Board has exclusive jurisdiction to determine the validity of the ratification of a collective agreement under section 139(c) and (g) of the *Labour Relations Code*. Where a party disputes that ratification has occurred, they may apply to the Labour Relations Board for a declaration that no collective agreement is in force.⁴⁵
47. The true nature of the pleadings is a dispute as to whether alleged inconsistencies in the HEU ratification vote mean the Collective Agreement has not been ratified. In similar cases where there has been a dispute about the validity of a ratification vote, the Labour Relations Board has exercised its jurisdiction and ruled on whether ratification has taken place.⁴⁶

Preliminary Matter - Improper Orders Sought By Plaintiffs

48. The Orders sought at paragraphs 2, 3, and 4 of the Plaintiff's Notice of Application seek final relief on the merits of the underlying action. The Orders sought are inappropriate outside of an application under Rule 9-6 or 9-7, which is not currently before the Court.

Preliminary Matter – The Injunction Cannot Be Granted as Sought

49. It is not possible to suspend the implementation of the Collective Agreement only for the HEU and not the other constituent unions in the FBA. Under the *Health Authorities Act*, there can be only one collective agreement for the entirety of the FBA.⁴⁷ It is not possible to have one set of terms and conditions for HEU members and a different set for the members of all other unions in the FBA.
50. Further, the HEU has only a limited role in enacting the Collective Agreement. The HEABC is the party who represents the employer members who are in the process of implementing the Collective Agreement, and the HEABC is not named in the Orders sought.

Preliminary Matter - Inadmissible Affidavit Evidence

51. The affidavits relied on by the Plaintiffs contain inadmissible hearsay, and fail to set out the source of the information where statements are made without the direct knowledge of the

⁴⁴ Affidavit No 1 of J Ng, para 24

⁴⁵ *PERI Formwork Systems Inc (Re)*, 2021 BCLRB 31 at para 50 - 51

⁴⁶ *Canex Placer, Endako Mines Division (Re)*, [1974] BCLRBD No 129 at para 4 and 23

⁴⁷ *Health Authorities Act*, RSBC 1996, c 180, section 19.9(1)

affiants.⁴⁸ Because an interlocutory injunction seeks to “restrict the freedom of the party against whom it is made, without the applicant having had to prove any allegation beyond the standard of an arguable case”, applicants must comply strictly with the requirements imposed by Rule 22-2(12) and (13) on the use of hearsay evidence.⁴⁹

52. Further, several affidavits contain impermissible opinion evidence.

53. The impugned statements, which the Court should strike or give no weight, are:

- a) Affidavit of J Seldon, February 18, 2026, paragraph 13 (hearsay), and paragraphs 26 and 27 (opinion);
- b) Affidavit of L Bollivar, February 18, 2026, paragraphs 6, 7, and 8 (hearsay), and paragraphs 10 and 11 (opinion);
- c) Affidavit of S Calhoun, March 5, 2026, paragraphs 6, 8, 9, 22, 23, and 31 (hearsay), and paragraphs 5, 7, 10, 19, 22, 23, 26 – 29, and 34 - 36 (opinion); and
- d) Affidavit of C Parobec, March 5, 2026, paragraphs 4, 5, and 7 (opinion).

Test for Injunction

54. The decision to grant an interlocutory injunction is a discretionary exercise. Courts in British Columbia have adopted the three-part test for granting an interim injunction as set out in *RJR-MacDonald Inc v Canada (Attorney General)*, [1994] 1 SCR 311.

55. The onus is on the party seeking an interim injunction to show that all three aspects of the *RJR-MacDonald* test are satisfied.⁵⁰

56. Injunctions are equitable remedies, and therefore a fundamental question the Court must address when applying the *RJR-MacDonald* test is whether the injunction is just and equitable in the circumstances.⁵¹

Merits Test – No Serious Issue to be Tried

57. The first step of the *RJR-MacDonald* test requires that the applicant pass a threshold analysis as to whether there is a “serious question to be tried”.⁵² This is not merely procedural and the Applicants must provide evidence which supports granting an injunction.⁵³

58. Because the Plaintiffs seek what amounts to a *mandatory injunction*, the application should attract the higher standard of “a strong *prima facie* case” which requires the Plaintiffs to show that, on a preliminary review of the law and evidence, there is a strong likelihood that they will prevail at trial.⁵⁴ The injunction sought is in the nature of a *mandatory injunction* because

⁴⁸ *Supreme Court Civil Rules*, Rule 22-2(13)

⁴⁹ *Premium Weatherstripping Inc v Ghassemi*, 2016 BCCA 20 at para 5 - 8

⁵⁰ *Independent Contractors and Businesses Assn v British Columbia (Lieutenant Governor in Council)*, 2018 BCSC 1597 (aff'd 2018 BCCA 429) at para 9

⁵¹ *526901 BC Ltd v Dairy Queen Canada Inc*, 2018 BCSC 1092 at para 13 and 16

⁵² *RJR-MacDonald Inc v Canada (Attorney General)*, [1994] SCJ No 17, [1994] 1 SCR 311 at para 78

⁵³ *Spraggs v Greater Vernon Services*, 2006 BCSC 1176 at para 26, 35 - 36

⁵⁴ *R v Canadian Broadcasting Corp*, [2018] SCJ No 5, [2018] 1 SCR 196 at para 17

it seeks to force the HEABC employers to take the costly and burdensome steps required to halt the implementation of the Collective Agreement.⁵⁵

59. The current application is based on speculation not supported by evidence. The Plaintiffs ignore evidence available to them that is a complete answer to the allegations in favour of conspiracy theories and a “fishing expedition” request for premature discovery. Where a party seeks an injunction on the basis that they require time and documents to develop their case, this weighs against the granting of an injunction.⁵⁶
60. The Plaintiffs have failed to provide any substantial evidence in support of the allegations, or have misapprehend the facts of the case. The Plaintiffs have had, since December 22, 2025, evidence that the ratification vote passed in the form of the voting results broken down by each Local.⁵⁷ If this were an application to dismiss under Rule 9-6, it would be appropriate to dismiss the Plaintiffs’ action as presenting “no genuine issue for trial”.

No Irreparable Harm and Mechanisms Exist to Resolve Any Change in the CA

61. The second step of the *RJR-MacDonald* test requires the applicant to show that it will suffer “irreparable harm” if the injunction is not granted. Irreparable harm “refers to the nature of the harm suffered rather than its magnitude”. It is harm “which either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other”.⁵⁸
62. The Court of Appeal has held that possibilities, speculations, or general assertions are insufficient to support a finding of irreparable harm.⁵⁹ A party seeking injunction must advance “clear and non-speculative evidence” of harm.⁶⁰ Where an applicant’s evidence is “conclusory, unsubstantiated and speculative” the Court should dismiss the application.⁶¹
63. The Plaintiffs do not advance any evidence of irreparable harm and do not satisfy the test. The Plaintiffs’ examples that members will “lose the benefit of a potentially better collective bargaining agreement”, “potential for certain types of benefits will be deprived for some people” and “[t]here may be further irreparable harm to the Plaintiffs and others that cannot be quantified” is an admission by the Plaintiffs that they are merely speculating about any harm and have no evidence that any would result.⁶² Even if a “potentially better collective bargaining agreement” could be negotiated as the Plaintiffs contend, allowing the current collective agreement to remain in effect would not harm the Plaintiffs in the interim.
64. In *RJR-MacDonald* the Court provided examples of irreparable harm which include: where one party will be put out of business by the court’s decision; where one party will suffer permanent market loss or irrevocable damage to its business reputation; or where a

⁵⁵ *R v Canadian Broadcasting Corp*, [2018] SCJ No 5, [2018] 1 SCR 196 at para 15 and 16

⁵⁶ *Kaila v Khalsa Diwan Society*, 2002 BCSC 1792 at para 11 - 12

⁵⁷ Affidavit No 1 of C Frampton, para 14 - 15 and Ex H and I

⁵⁸ *RJR-MacDonald Inc v Canada (Attorney General)*, [1994] SCJ No 17, [1994] 1 SCR 311 at para 59

⁵⁹ *Reece v Canada (Attorney General)*, 2023 BCCA 257 at para 93

⁶⁰ *Shrieves v British Columbia (Attorney General)*, 2024 BCSC 889 at para 45

⁶¹ *Viet Pharmacy Ltd v British Columbia (Minister of Health)*, 2015 BCSC 1657 at para 40 - 41

⁶² Notice of Application, filed March 6, 2026, para 25 and 27

permanent loss of natural resources will be the result.⁶³ The common theme is that, absent the injunction, the consequences are irreversible. This is not the case for the harms alleged by the Plaintiffs in the current action.

65. The Plaintiffs' examples that they "will lose the benefit of immediately negotiating a better collective bargaining agreement" and that "the Tentative Agreement will continue to be implemented and become much harder to unwind" are an admission that any such harm is neither imminent nor irreversible.⁶⁴ First, even if the injunction were granted this would not permit the immediate negotiation of a further renewed collective agreement prior to a trial on the merits. Second, as noted by the Plaintiffs, the Collective Agreement could be unwound or more likely amended if the Plaintiffs were to succeed at a trial on the merits and a subsequent vote overturned the ratification.
66. The harms alleged by the Plaintiffs can be rectified through retroactive compensation. Retroactive compensation is a common feature of newly ratified collective agreements which often come into effect well after the expiration of the prior collective agreement. As an example, in the current Collective Agreement wage increases are retroactive to April 1, 2025. There is no concern that the employer members of the HEABC, backed by the BC Provincial Government, would be unable fund any such hypothetical "better collective agreement".⁶⁵

Balance of Inconvenience Test – No Harm to the Plaintiffs

67. The third step in the *RJR-MacDonald* test asks the Court to weigh the effect on the applicant if the injunction is not granted against the effect on the respondent if it is granted. The Court is asked to identify "which of the two parties will suffer the greater harm from the granting or refusal of an interlocutory injunction, pending a decision on the merits".⁶⁶
68. Evidence of harm beyond the allegations in the NOCC must be lead. In *Zimmerman v International Brotherhood of Teamsters*, certain parties alleged irregularities in a union election. The Court rejected as conclusory an argument that union members had been deprived of a fair election as a basis to allow a new vote. Instead the Court held that the balance of convenience was to deny the injunction and uphold the results of the election until the action had been determined on the merits.⁶⁷

The Plaintiffs Fail to Identify Any Plausible Harm

69. As set out above, there is no evidentiary basis for the harms alleged by the Plaintiffs, and each of them is speculative and undefined. The argument advanced by the Plaintiffs that the public interest is engaged is conclusory and speculative. The Plaintiffs simply advance no evidence nor any credible argument in support of the harms alleged.

⁶³ *RJR-MacDonald Inc v Canada (Attorney General)*, [1994] SCJ No 17, [1994] 1 SCR 311 at para 59

⁶⁴ Notice of Application, filed March 6, 2026, para 24 and 26

⁶⁵ Affidavit No 1 of L Bueckert, para 19 – 21 and Ex E

⁶⁶ *RJR-MacDonald Inc v Canada (Attorney General)*, [1994] SCJ No 17, [1994] 1 SCR 311 at para 62

⁶⁷ *Zimmerman v International Brotherhood of Teamsters*, [1998] BCJ No 2310 at para 90 - 92

70. If the Court declines to grant the injunction, there is no harm to the Plaintiffs. The Plaintiffs will receive the benefit of the renewed Collective Agreement in the interim while the action is decided on the merits at trial.

Harm to Union Members

71. If the injunction sought were to be granted, it would cause wide-ranging harm to a majority of the 67,500 FBA union members across the province, which includes union members not part of the HEU. Union members represented by the FBA have been without a Collective Agreement since April 1, 2025. This means FBA union members have not received any increase in pay or benefits for the past year, despite the continually rising cost of living.
72. Union members are waiting on retroactive pay in order to meet their bills and financial obligations. While some union members have received retroactive pay, many have not. If the injunction were to be granted many union members would have wait for the back wages owed to them since April 1, 2025. Similarly, the 3% wage increases slated to take effect each year from 2025 – 2029 would be delayed until the action was determined on the merits.
73. The Plaintiffs ask the Court, on very slim and speculative evidence, to delay wage increases and the payment of retroactive pay for an untold number of months or years while the main action plays out in Court. This would result in substantial and measurable harm to union members.

Harm to HEABC Members

74. As set out above at paragraphs 37 – 42, HEABC employer members have already expended time and effort in enacting the Collective Agreement. Many steps cannot merely be “halted” but would have to be reversed, incurring additional expenditures. Additionally, if the Orders sought were granted against the HEU members only, there would be significant expense in implementing the Collective Agreement for members of other unions and not HEU members.
75. All of the time, expense, and resources required to undo the steps already taken to implement the Collective Agreement, or to implement the Collective Agreement only for some FBA members and not for others, would not be recoverable by the HEABC employer members.

Harm to the Public Interest

76. As set out above at paragraphs 43 – 44, there are significant concerns that the injunction would negatively impact employee morale and retention at various public health facilities. Further, HEABC employer members will be required to devote even more limited resources to halting, reversing, and/or implementing a complex multi-tier rollout of the Collective Agreement. It is not a stretch to see how this could potentially cause a negative impact to the provision of public health in British Columbia.

Document Disclosure

77. The Plaintiffs provide no basis whatsoever for bypassing the rules for discovery of documents as set out in Rule 7-1. Merely stating that adhering to the Rules may cause an undefined “unjust result” is not a basis for requesting that the Court make the order sought.

Conclusion

78. The Plaintiffs have not met their onus to advance evidence satisfying each element of the test for an injunction as set out in *RJR-MacDonald*. An injunction seeks to “restrict the freedom of the party against whom it is made, without the applicant having had to prove any allegation beyond the standard of an arguable case”,⁶⁸ and so should not be granted in the absence of specific, clear, and cogent evidence in support.

Costs In Any Event of the Cause

79. The HEU submits that the Plaintiffs have brought the Notice of Application for injunction without a basic evidentiary foundation. The HEU has been required to spend significant time and resources responding to these unfounded allegations. As such, the HEU asks that the Court order costs of the herein application in any event of the cause. As noted in *Dyer v Dyer*, costs of an application that raise a discrete issue can be ordered in favour of the respondent in any event of the cause.⁶⁹

Part 6: MATERIAL TO BE RELIED ON

1. Affidavit No 1 of Linda Bueckert, made 16/Mar/2026;
2. Affidavit No 1 of Caelie Frampton, made 16/Mar/2026;
3. Affidavit No 1 of William Pegler, made 16/Mar/2026;
4. Affidavit No 1 of Jacalyn Paquette, made 16/Mar/2026;
5. Affidavit No 1 of Erin Cutler, made 17/Mar/2026;
6. Affidavit No 1 of Sarah Sharp, made 17/Mar/2026;
7. Affidavit No 1 of Jeff Ng, made 17/Mar/2026;
8. The pleadings and materials filed in this proceeding; and
9. Such further and other materials as counsel may advise and this Court may allow.

⁶⁸ *Premium Weatherstripping Inc v Ghassemi*, 2016 BCCA 20 at para 5 - 8

⁶⁹ *Dyer v Dyer*, 2016 BCSC 1115 at para 49

The Application Respondent has not filed in this proceeding a document that contains an address for service. The application respondent's ADDRESS FOR SERVICE is:

Koskie Glavin Gordon

1630 - 1177 W Hastings St
Vancouver, BC, V6E 2K3

Email for Service: service@koskieglavin.com

Fax for Service: 604.734.8004

Date: March 17, 2026



Signature of Ryan T. Matheuszik
Lawyer for the respondent
Hospital Employees' Union

Koskie Glavin Gordon

1630 - 1177 W Hastings St
Vancouver, BC, V6E 2K3