

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Janik v. Ironworkers Local 97
Apprenticeship and Training Society,*
2026 BCSC 1070

Date: 20260610
Docket: S259264
Registry: New Westminster

Between:

Pawel Janik

Plaintiff

And

**Ironworkers Local 97 Apprenticeship and Training Society (“Society”) and
International Association of Bridge, Structural, Ornamental and Reinforcing
Ironworkers Local No. 97 (“Union”) and British Columbia Institute of
Technology (“BCIT”)**

Defendants

Before: The Honourable Justice Bantourakis

Reasons for Judgment

The Plaintiff, appearing in person:

P. Janik

Counsel for the Society and the Union:

R. Berger

Counsel for British Columbia Institute of
Technology:

M. Desmarais

Place and Date of Hearing:

Port Coquitlam, B.C.
April 29, 2026

Place and Date of Judgment:

New Westminster, B.C.
June 10, 2026

[1] The defendants, the Iron Workers Local 97 Apprenticeship and Training Society (the “Society”) and International Association of Bridge, Structural and Ornamental Iron Workers Local No. 97 (the “Union”), apply for an order striking the plaintiff’s claim in its entirety, without leave to amend. In the alternative, they say at least certain portions of the claim should be struck. The British Columbia Institute of Technology (“BCIT”) is also a defendant in this action. It has not brought its own application to strike. While it has taken no formal position on the orders sought, it is generally supportive of the Union and Society’s application.

[2] The primary basis for the Union and Society’s application to strike is their submission that this Court lacks subject matter jurisdiction over the claim. They say the claim’s essential character relates to the plaintiff’s eligibility to do Union work, and in particular his eligibility to be dispatched for Union work, which is a matter falling within the exclusive jurisdiction of the British Columbia Labour Relations Board (the “LRB”).

[3] The plaintiff, Mr. Janik, strongly disagrees. He says this claim is for breach of privacy, independent of any labour relations issue. He has brought his own application seeking, among other things, a declaration that this Court has subject matter jurisdiction over his claim and a declaration that the defendants have attorned to this Court’s jurisdiction.

The Parties and Procedural History

[4] There appears to be some history between Mr. Janik, the Union and Society, aspects of which are disputed. For current purposes I limit my comments to what is necessary to understand the procedural history to date.

[5] The Union is a trade union under the *Labour Relations Code*, R.S.B.C. 1996, c. 244 [the “Code”]. The Society is closely affiliated with the Union, acting as its trade improvement department. It engages with non-member workers on a path to membership, apprentices and Union members who require updated training, tickets or schooling. The Society is sometimes referred to as the Union’s “Trade Improvement Committee” or “TIC”, including in Mr. Janik’s pleadings.

[6] Those seeking work through the Union can begin as probationary workers of the Union if they require work hours or training as an apprentice. Probationary workers are not Union members. However, subject to certain requirements, they may progress to become probationary Union members, and eventually full Union members.

[7] Under the Union's bylaws, anyone going to work under the jurisdiction of the Union must have clearance from the dispatcher. Mr. Janik was previously a probationary worker of the Union and, in that capacity, was dispatched for Union work from time to time. However, at a certain point, the Union stopped dispatching Mr. Janik.

[8] In 2023, Mr. Janik enrolled in an ironworker apprenticeship program at BCIT through a non-Union employer. He has not been dispatched for Union work since 2022. The reasons for this are disputed.

The Notice of Civil Claim and Notice of Application for Injunctive Relief

[9] Mr. Janik filed the initial Notice of Civil Claim in this matter on August 13, 2025 (the "NOCC"); he has since amended it several times. Broadly speaking, it alleges that BCIT disclosed Mr. Janik's attendance record for the program he completed there and that the Society and/or Union classified him as non-dispatchable for Union work based on this information, without giving him an opportunity to respond. The NOCC asserts that the non-dispatchable designation resulted in Mr. Janik losing a potentially lucrative job opportunity with BC Infrastructure Benefits Inc. ("BCIB"), among other things.

[10] The same day he filed the NOCC, Mr. Janik filed an application for an interlocutory injunction seeking orders restraining the Union and Society from relying on any personal or academic information about him from BCIT, requiring the Union to remove its "non-dispatchable" designation for him, and requiring the Union to begin dispatching him in accordance with usual Union practices.

The Injunction Decision

[11] Mr. Janik's application for injunctive relief was dismissed. In reasons indexed at 2025 BCSC 2130 [the "Injunction Reasons"], Justice Blok concluded that the application failed at the first stage of the analysis in *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311, in that Mr. Janik had not raised a serious issue to be tried.

[12] The basis for that conclusion was that the essential character of the dispute related to Mr. Janik's non-dispatchable status with the Union, but that this was a matter falling within the LRB's exclusive jurisdiction: Injunction Reasons at paras. 50-54. Justice Blok rejected Mr. Janik's submission that the essence of the dispute related instead to a breach of his privacy interests: Injunction Reasons at paras. 47-49.

Amendments, Responses and Applications

[13] As I have mentioned, Mr. Janik has amended the NOCC several times since initiating proceedings. He did so once before the decision on the injunction application, and twice after. Additionally, Mr. Janik has discontinued certain of his claims against the Union and Society, while continuing to pursue others.

[14] Mr. Janik has titled the most recent version of his claim the "Amended Further Amended Notice of Civil Claim" (the "Amended FANOCC"). That is the pleading upon which this application is to be decided. It is apparent that certain of the amendments in the Amended FANOCC aim to respond to Justice Blok's findings about the essential character of the dispute, with a view to focusing on the privacy issue.

[15] In addition to filing a response to the notice of civil claim, and then an amended response, the Union and Society have filed a jurisdictional response pursuant to Rule 21-8 in which they state that this Court lacks subject matter jurisdiction over the claim.

[16] On January 2, 2026, Mr. Janik filed an application seeking an order setting that jurisdictional response aside, and declarations that this Court has subject-matter jurisdiction and that the defendants have attorned to the Court's jurisdiction. That is one of the applications before me.

[17] On February 18, 2026, the Union and Society filed their application for an order striking Mr. Janik's claim without leave to amend. That is the other application before me.

[18] As I mentioned earlier, BCIT is the other named defendant. It has filed a response to civil claim. Though, BCIT is generally supportive of the Union and Society's application to strike, it has not brought its own application in that regard.

Other Proceedings

[19] The Union and Society have adduced evidence that Mr. Janik has commenced other parallel proceedings raising similar issues. For example, there are currently proceedings ongoing before the LRB. These include a complaint from July 2025, shortly before the process in this Court was initiated, in which Mr. Janik takes issue with the Union's refusal to dispatch him for Union work (the "LRB Dispatch Complaint"). That complaint was brought pursuant to s. 12 of the *Code*, among others, which codifies a union's duties of fair representation and referral for work.

[20] In the LRB Dispatch Complaint, Mr. Janik alleges that the Union's decision to label him as "non-dispatchable" was made without proper notice or discussion of the facts and for an improper purpose. It suggests the Union's decision not to dispatch him may have been in retaliation for his decision to pursue a claim against the Union before the Civil Resolution Tribunal ("CRT"). It claims the non-dispatchable designation has resulted in the loss of job opportunity. In the LRB Dispatch Complaint, Mr. Janik seeks orders that the Union dispatch him for work and a monetary remedy for "sabotaging [Mr. Janik's] ability to be hired." Mr. Janik and the Union are currently awaiting the LRB's decision on that complaint.

[21] In addition to the LRB proceedings and the CRT process briefly alluded to above, Mr. Janik has also filed a complaint with the Office of the Information and Privacy Commissioner regarding an alleged breach of the *Personal Information Protection Act*, S.B.C. 2003 c. 63 [*PIPA*] by the Union and Society. That complaint alleges among other things that the Society collected Mr. Janik's BCIT record contrary to *PIPA*, disclosed it to the Union and that the Union then relied on it in determining employment eligibility.

[22] On March 17, 2026, the Office of the Information and Privacy Commissioner determined there was insufficient reason to continue investigating those complaints against the Union and Society, *inter alia*, because the issues would be addressed through the LRB process.

Discussion

[23] The principles governing an application to strike on the basis a claim discloses no reasonable cause of action under Rule 9-5(1)(a) are well known. A claim will not be struck on this basis unless it is plain and obvious that the claim discloses no reasonable cause of action, has no reasonable prospect of success or is certain to fail. In conducting this assessment, the facts pleaded are presumed to be true: see e.g. *Hunt v. Carey Canada Inc.*, [1990] 2 SCR 959; *Ahmed v. Assu*, 2014 BCSC 1768 at para. 16.

[24] No evidence is admissible on an application under this subrule; however, a document referenced in the notice of civil claim may be considered: see Rule 9-5(2); *Situmorang v. Google, LLC*, 2024 BCCA 9 at para. 67.

[25] Rule 9-5(1)(b), in turn, permits a pleading to be struck where it is unnecessary, scandalous, frivolous or vexatious, while Rule 9-5(1)(d) permits a pleading to be struck where it is otherwise an abuse of process. There is some overlap between Rules 9-5(1)(b) and (d) and evidence may be relied on and considered under these subrules.

[26] A claim in this Court that falls within the exclusive jurisdiction of a decision-maker under labour legislation may be struck as disclosing no reasonable cause of action pursuant to Rule 9-5(1)(a) or as an abuse of process pursuant to Rule 9-5(1)(d): see e.g. *Shehzad v. Langara College*, 2026 BCCA 84 at paras. 18-22; *Weeks v. Abbotsford (City)*, 2025 BCSC 2120 at paras. 42, aff'd 2026 BCCA 229.

[27] In *Weber v. Ontario Hydro*, [1995] 2 S.C.R. 929 at para. 52, the Supreme Court considered a provision in labour legislation that conferred exclusive jurisdiction on an arbitrator to deal with disputes arising from a collective agreement. It confirmed the courts' jurisdiction was generally ousted in such circumstances.

[28] Though this application does not involve an arbitrator's jurisdiction over matters arising under a collective agreement, but rather the LRB's jurisdiction pursuant to the *Code*, the parties effectively adopted the *Weber* framework in addressing the question of subject matter jurisdiction. Thus, it is necessary to consider (1) the essential character of the dispute; and (2) whether that dispute falls within the LRB's exclusive jurisdictional ambit. In this context, I will also consider whether there is an effective remedy for Mr. Janik before the LRB: *Weber* at paras. 51-57; Injunction Reasons at paras. 42, 51.

What is the essential character of the dispute?

[29] Determining the essential character of the dispute requires consideration of the facts surrounding the dispute between the parties; it is not based on how the legal issues are framed: *Regina Police Assn. Inc. v. Regina (City) Board of Police Commissioners*, 2000 SCC 14 at para. 25; *Weber* at para. 43.

[30] Thus, and for example, the fact that a claim is in tort is not determinative of its essential character as this is merely a legal characterization: *Weber* at para. 43, 52. Likewise, the fact that a dispute arose in a unionized workplace is not determinative. Rather, the entire factual context of the dispute must be considered to identify its essential character: *Weber* at para. 52.

[31] The facts underlying Mr. Janik's claim are set out in 20 paragraphs under Part 1 of the Amended FAN OCC. Three of those paragraphs identify the parties, leaving 17 substantive paragraphs in Part 1.

[32] Part 1 of the Amended FAN OCC suggests that someone at BCIT disclosed Mr. Janik's BCIT attendance record to the Society without his consent, that the Society classified Mr. Janik as non-dispatchable based on this information and that he was then recorded as non-dispatchable in the Union's files without being notified or having an opportunity to respond: Amended FAN OCC, Part 1, paras. 2, 5-11-13.

[33] The Amended FAN OCC goes on to say that the Society collected and used Mr. Janik's personal information for the purpose of limiting his employment eligibility without obtaining his consent or providing notice, and that Mr. Janik was disqualified from an employment opportunity with BCIB valued at approximately \$109,096 per year, due to his non-dispatchable status: Amended FAN OCC, Part 1, paras. 14-15.

[34] The Amended FAN OCC states that the Union and Society's repeated sharing of Mr. Janik's non-dispatchable status resulted in him losing the BCIB employment opportunity: Amended FAN OCC, Part 1, paras. 16-18. Mr. Janik pleads loss of employment opportunity, damage to his personal and professional reputation, emotional distress, anxiety and loss of dignity: Amended FAN OCC, Part 1, para. 19. He also asserts that his instructor and steel department head at BCIT are members in good standing with the Union: Amended FAN OCC, Part 1, para. 20.

[35] In terms of the relief sought in Part 2, Mr. Janik seeks general damages of \$65,000, special damages for lost earnings in the amount of \$109,096 (the BCIB salary), as well as aggravated and punitive damages. Mr. Janik additionally seeks a declaration that BCIT breached the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ["*FIPPA*"] and injunctive relief as against the Society that he says is "(Limited to Privacy Protection)" including that his non-dispatchable designation be removed and that the Society cease using and relying on his personal and/or academic information obtained without consent.

[36] In Part 3, the Amended FAN OCC sets out as its legal basis the statutory tort of breach of privacy pursuant to s. 1(1) of the *Privacy Act*, R.S.B.C. 1996, c. 373, various provisions of *FIPPA* (*vis-à-vis* BCIT only), the “Tort of Interference with Economic Relations” and “Privacy Torts and Charter Values”. The Amended FAN OCC initially also sought a declaration that the Union and Society had violated various provisions of *PIPA*, but Mr. Janik has since filed a notice of discontinuance in respect of that aspect of his claim.

[37] I find that the essential character of Mr. Janik’s dispute, as it is currently framed, relates to his dispatch status with the Union and the impact his non-dispatchable status had on his ability to be dispatched for Union work, notably the BCIB job opportunity. I reach this conclusion in consideration of the Amended FAN OCC as a whole, but highlight the following points in particular:

- a. on my reading, Mr. Janik’s non-dispatchable status represents the core and central focus of the Amended FAN OCC. It is the thread that unifies the wrongs alleged, the harm suffered and remedies sought;
- b. there is no factual allegation involving the Union or Society in the Amended FAN OCC that does not turn on Mr. Janik’s non-dispatchable status – whether the basis for that designation (Part 1, paras. 5, 13), the fact he was designated as such without having an opportunity to respond (Part 1, para. 12), the Union’s communication of that designation to BCIB (Part 1, paras. 17-18) or the harm suffered from being designated non-dispatchable (Part 1, paras. 15, 18-19); and
- c. substantial remedies sought by Mr. Janik are inexorably tied to his non-dispatchable status and/or loss of the BCIB opportunity due to being non-dispatchable, including the \$109,096 he claims for lost benefits or wages, damages for harm to his professional reputation or interference with economic relations, injunctive relief pertaining to his non-dispatchable designation and declaratory relief sought against the Society with respect to reliance on his academic information (the only reliance by the Society

on Mr. Janik's academic information that is apparent on review of the Amended FAN OCC is the alleged reliance on it to designate him as non-dispatchable).

[38] In an apparent attempt to address this issue in the aftermath of the Injunction Reasons, Mr. Janik amended his claim. Those amendments appear to have been effected with a view to recasting the essential character of his dispute with the Union and Society so that it might properly be characterized as relating to breach of privacy.

[39] I have considered these amendments and Mr. Janik's submissions carefully. However, I have concluded that the amendments do not alter the essential nature of the dispute as I have described it. For example:

- a. Mr. Janik has amended his pleading to include the following statement: "[t]he Plaintiff maintains the core of this dispute is the breach of privacy that led to this designation [i.e. of non-dispatchable] and subsequent harm, which constitutes an independent tortious wrong" (para. 12). In my view, even in attempting to reframe the issue, the non-dispatchable designation emerges as the central factual locus of Mr. Janik's complaint;
- b. Mr. Janik has amended his pleading to allege that the Union violated his privacy interests in its communications with BCIB; the communications in issue relate to his non-dispatchable status and referral for Union work;
- c. insofar as he claims \$109,096 in lost wages due to loss of the BCIB opportunity, Mr. Janik has included in his pleading an "undertaking" to withdraw or reduce that claim if he receives any award "related to lost wages or loss of income flowing from denial of dispatch status" from the LRB in the context of his ongoing proceedings in that venue; in other words, Mr. Janik acknowledges this aspect of his claim, at least, turns on his dispatch status; and

- d. in his prayer for injunctive relief, Mr. Janik has added the words “(Limited to Privacy Protection)”, among others; however, he still asks for orders against the Union and Society pertaining to his non-dispatchable status.

[40] Accordingly, while Mr. Janik has attempted to recast his claim in the aftermath of the Injunction Decision, I find the essential character of the dispute remains Mr. Janik’s non-dispatchable status and resulting ineligibility for Union work, including the BCIB opportunity.

[41] I would also add that, in the particular circumstances of this case, the inclusion of BCIT as a defendant, which is a stranger to the labour relationship in issue, does not alter the essential character of the dispute as it is currently framed: see e.g. *Ancheta v. Joe*, 2003 BCSC 93 at para. 97. However, there are impacts to BCIT’s involvement in terms of what the ultimate order on the application to strike should be. I address that issue subsequently.

Does the dispute fall within the LRB’s exclusive jurisdiction?

[42] Having determined the essential character of Mr. Janik’s dispute, the next question becomes whether that dispute falls within the LRB’s exclusive jurisdiction or not. I find that it does.

[43] Section 12 of the *Code* governs a union’s duty to act fairly in the referral of persons to employment, “whether or not the employees or persons are members of the trade union or a constituent union of the council of trade unions.” I agree with Justice Blok’s conclusion in the Injunction Reasons that Mr. Janik’s “dispatch status is a matter that relates to ‘the referral of persons to employment’ in s. 12 of the *Code*”: Injunction Reasons at para. 53; see also *Muniandy v. Teamsters Local Union No. 155*, BCLRB No. B15/2015, 2015 CanLII 4331. Section 10, in turn, addresses the application of the principles of natural justice in a dispute regarding trade union membership and s. 14 of the *Code* provides for the LRB’s determination of complaints under ss. 10 and 12, among others.

[44] Subsection 136(1) of the *Code* stipulates that except as provided in the *Code*, the LRB has and must exercise exclusive jurisdiction to hear and determine an application or complaint under the *Code* and subsection 136(2)(a) states that the LRB “has and must exercise jurisdiction” in respect of matters over which it is given jurisdiction under the *Code*. Section 139 further provides that “The board has exclusive jurisdiction to decide a question arising under this Code and [...] may decide for all purposes of this Code any question [...]”.

[45] Section 137 of the *Code*, on the other hand, expressly limits this Court’s jurisdiction, providing that subject to narrow exceptions that do not apply here “a court does not have and must not exercise any jurisdiction in respect of a matter that is, or may be, the subject of a complaint under section 133 or a matter referred to in section 136.” This would include any complaint in respect of the duty of fair referral in s. 12 of the *Code*, or alleged breach of natural justice in a dispute regarding union membership under s. 10.

[46] Section 133 of the *Code* confers upon the LRB broad remedial authority with respect to complaints under ss. 10 and 12 of the *Code*, among others, including to order a person “to do anything for the purpose of complying with the Code” as well as granting monetary remedies for “an injury or loss suffered by a person as a result of a contravention of the Code”: see *Code*, ss. 14, 133. This is also apparent in the broad range of remedies sought by Mr. Janik in the context of the LRB Dispatch Complaint, which in many respects parallel the remedies sought against the Union and Society in this action.

[47] Thus, it is apparent that the LRB has mandatory exclusive jurisdiction and broad remedial authority in respect of disputes about dispatch status and the application of the principles of natural justice in a dispute regarding trade union membership: *Code*, ss. 10, 12, 14, 133, 136-139; *Nagra v. Coast Mountain Bus Company (TransLink)*, 2023 BCSC 2312 at paras. 52-54.

Conclusion and Orders

[48] I am satisfied on a consideration of the factors set out above that the essential character of Mr. Janik's dispute, as set out in the Amended FAN OCC falls within the LRB's exclusive and mandatory jurisdiction and that this Court, conversely, lacks subject matter jurisdiction.

[49] It follows that Mr. Janik's application filed January 2, 2026, must be dismissed. I will also add that I do not accept that the Union and Society can be said to have attorned to jurisdiction that has effectively been ousted by legislation: see e.g. *McGregor v. Holyrood Manor*, 2014 BCSC 679 at para. 113; *Scott v. Hale*, 2009 BCSC 228 at para. 27.

[50] As for the Union and Society's application to strike, the Amended FAN OCC is struck on the basis set out above and it is therefore unnecessary to consider the Union and Society's alternative arguments setting out additional grounds upon which the Amended FAN OCC might be struck.

[51] That said, if I had reached a different conclusion on subject matter jurisdiction, I would have been inclined to find that Mr. Janik's claim against the Union and Society should be struck on the basis that the parallel pursuit of proceedings in this Court and the LRB is duplicative, unnecessary and abusive of the Court's process: see also *Speckling v. Communications, Energy and Paperworkers' Union of Canada, Local 76 et al*, 2006 BCCA 203 at para. 44-45; Injunction Reasons at para. 55. In that event, I would have been fortified in my view by Mr. Janik's own indication in a recent court filing, albeit not in the context of the applications before me, that "the parties and issues in the LRB and Supreme Court actions are virtually identical": Notice of Application filed April 7, 2026, at para. 15.

[52] The question then becomes whether Mr. Janik should be given leave to amend in an effort to rectify the jurisdictional problem. Plaintiffs should not be driven from the judgment seat if there is a chance that the claim might succeed. Even where the high bar for striking pleadings is met, the Court should consider whether a defective pleading can be corrected by amendment, particularly where, as here, the

claim is brought by a self-represented litigant: *Beach Estate v. Beach*, 2019 BCCA 277 at para. 68; *Gadsby v. British Columbia (Attorney General)*, 2019 BCSC 1596 at paras. 100-106.

[53] I have concluded that the answer to this question is different for the Union and Society as opposed to BCIT. I am satisfied the Amended FAN OCC must be struck as against the Union and the Society entirely, without leave to amend. Among other things, Mr. Janik has already attempted to amend his claim in view of addressing jurisdictional concerns and has not succeeded in articulating a claim against the Union and Society that engages this Court's subject matter jurisdiction: *Chowdhury v. The Crown*, 2022 BCSC 1451 at para. 28; see also *Nagra* at para. 57. There is no version of the facts that I can discern in which Mr. Janik's dispute with the Union and Society will not turn on matters falling within the LRB's mandatory and exclusive jurisdiction.

[54] However, I find that the situation is different for BCIT. I have already mentioned that BCIT did not bring its own application to strike. Consequently, there was little in the way of submissions on the specific allegation that BCIT wrongfully disclosed Mr. Janik's attendance record, or what claims and remedies might or might not be pursued in that regard, independent of the dispatch issue and considering that Mr. Janik and BCIT's relationship does not fall within the *Code's* ambit. Mr. Janik, for example, has noted that a breach of privacy under s. 1(1) of the *Privacy Act* is actionable without proof of damage and thus presumably could be implicated without engaging questions pertaining to his dispatch status, if the claim were framed differently.

[55] In the circumstances, I am not satisfied that it would be appropriate to strike the claim as against BCIT without leave to amend. I do not know if Mr. Janik will be able to formulate a claim against BCIT that properly engages this Court's jurisdiction and is otherwise sound from a pleadings perspective, or whether BCIT will apply to strike or seek some other form of summary dismissal. However, I have concluded

that Mr. Janik should be given the opportunity to do so and that the Court should have the benefit of reasoned submissions on the issue before deciding.

[56] Thus, insofar as the claim against BCIT is concerned, if he wishes, Mr. Janik will have 30 days from the date of this order to file a further amended pleading that particularizes his claim, if any, against BCIT that is distinct from any claim against the Union, Society and any matters falling within the jurisdiction of the LRB, as discussed in these reasons. Given the number of amendments to date, the requirement for Mr. Janik to denote any amendments by way of strikethrough and underlining is dispensed with for the purposes of the filed pleading, but he must provide a redlined copy to BCIT.

[57] Finally, as the successful parties, I find the Union and Society should have their costs for both Mr. Janik's application and their own application to strike. Mr. Janik is ordered to pay those costs at Scale B. BCIT has, quite properly, not sought any costs in the context of these applications, nor should any costs be ordered against them.

"Bantourakis J."