



## **SIU Canada Submission to the Labour Program's call for *'Targeted Consultations on Building Canada Strong for All – Powered by Canada's Workers'***

**Prepared by: Seafarers' International Union of Canada (SIU Canada)**

**May 22, 2026**

### **Introduction**

The Seafarers' International Union of Canada (SIU) is the country's largest union representing unlicensed seafarers from coast to coast to coast. SIU Canada represents the majority of Canadian unlicensed seafarers employed in positions on Canadian-flagged vessels. Our members work aboard Canadian vessels on the Great Lakes, the St. Lawrence River, the East Coast, the West Coast, and the Canadian Arctic. Our members are employed on Canadian vessels delivering cargoes that are critical to the Canadian supply chain and economy, representing an important pillar in the movement of goods to Canadian consumers and businesses. The large majority of our members work for enterprises that are under federal jurisdiction for labour relations purposes and, accordingly, the SIU has deep experience in connection with federal labour related matters.

The following submission outlines the views of SIU Canada on the Consultation Document dated April 17, 2026, published by Employment and Social Development Canada (ESDC). This consultation raises a substantial number of issues concerning potential amendments to the Canada Labour Code.

SIU Canada supports and adopts the broader positions advanced by the Canadian Labour Congress, of which it is a member, and Unifor with respect to the protection of meaningful collective bargaining rights and the constitutional right to strike.

This submission seeks to address a number of questions raised within the Consultation Document, while drawing upon our experience within the federally-regulated marine sector.

### **Revising the timelines for direct bargaining**

SIU Canada supports starting the bargaining process early, before contracts are set to expire, as this gives both sides more time to negotiate, reduces last minute pressure and improves planning and continuity for workers. There is some concern, however, that making this process and the timelines too rigid would negatively impact collective bargaining, as flexibility in bargaining timelines is important to accommodate needs on both sides of the table.

Being able to begin negotiations early also helps to avoid retroactive pay disputes, in the event that negotiations take longer than expected, which creates headaches for both unionized workers and the companies. SIU Canada also believes that earlier bargaining could help to avoid strikes or lockouts, as more time to bargain means more time to reach an agreement satisfactory to both sides.

SIU Canada also believes that greater financial transparency during bargaining would support a more balanced and productive bargaining table. In many cases, unions are expected to bargain without access to meaningful financial or operational information, despite employers relying upon economic pressures or affordability concerns to justify bargaining positions. Greater access to the employer’s audited financial statements would contribute to a more informed and constructive collective bargaining process.

### **Revising the conciliation and cooling off timelines**

SIU Canada believes that the existing conciliation and cooling off periods should remain unchanged. The current timelines create pressure to settle disputes, with both sides already having the ability to extend timelines voluntarily, if needed. SIU Canada shares concerns with the wider labour movement that extending these timelines would primarily benefit employers by delaying the right to strike, prolonging negotiations, and reducing pressure to compromise.

### **Notice of strike timelines**

SIU Canada shares the sentiment of the wider labour movement that the 72-hour notice to strike or lockout period should remain unchanged. This 72-hour timeline allows for a final opportunity for the parties to compromise, and creates appropriate pressure that encourages negotiated settlements without unfairly restricting either party. Extending the 72-hour timeline is not advisable, as this could weaken unionized workers’ leverage and would reduce the effectiveness and urgency associated with the existing notice period.

### **Government Mediation**

SIU Canada recognizes that in difficult or complex labour disputes, enhanced mediation supports may assist parties in reaching collective agreements where traditional bargaining processes may have stalled. We are currently facing a situation in which an employer, following the issuance of a certification by the Canada Industrial Relations Board (CIRB), has simply refused to sit down at the bargaining table to begin collective bargaining.

Therefore, SIU Canada would support the introduction of a limited special mediator role under the Canada Labour Code, as long as the role remains neutral in nature and is focused on assisting the parties in reaching voluntary settlements.

It is very important that the mediation process should continue to respect the integrity of collective bargaining and should not needlessly delay the right to strike or lockout. We support the Canadian Labour Congress’s submission that the special mediator process should be time-limited to a maximum of 30 days. We would strongly oppose any amendments to the Canada Labour Code that would give employers an additional tool to delay collective bargaining and impede the rights of unions to lawfully strike.

SIU Canada also maintains that confidentiality during negotiations is vitally important to labour relations. Any public disclosure of a mediator’s report should be approached very cautiously and only in circumstances where it would genuinely assist the bargaining process.

### **Sectoral Bargaining**

SIU Canada believes that the current bargaining framework under the Canada Labour Code has generally functioned well within the federally-regulated maritime sector. Bargaining issues are often highly specific and

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relate to specific individual employers, operations and regional realities. It is for this reason that broad sectoral bargaining would reduce the flexibility needed to address workplace-specific concerns in a meaningful way. Even if the industry and workplaces are similar, every employer is different, and every unit has different needs that should be addressed individually.

SIU Canada recognizes that certain limited forms of coordinated bargaining, where employers operate under highly similar conditions, may be beneficial. We also support the Canadian Labour Congress's proposal that sectoral bargaining may be beneficial in hard-to-organize sectors with low union density. However, We would not support broadly imposing sectoral bargaining across all federally-regulated industries.

## **Essential Services**

SIU Canada recognizes that limits on the right to engage in strikes or lockouts may be legitimate with respect to employers that are engaged in essential services, where an interruption could pose public health or safety risks. However, we strongly oppose diluting the meaning of the term "essential services" to encompass the delivery of services, the interruption of which would cause merely "economic" harm. Since all employers (even not-for-profit organizations) engage in economic activity that affects, directly or indirectly, the broader community, any strike or lockout will inevitably cause some sort of "economic" harm. Broadening the definition of what constitutes an essential service to include "economic harm" will inevitably create more litigation before the CIRB, and impede the rights of all parties to engage in economic pressure through lawful strikes and lockouts.

At the present time, the Canada Labour Code requires employers and unions to negotiate an essential services agreement before either party is in a lawful position to engage in a strike or lockout. If no agreement can be reached between the parties, or if the Minister determines that an essential services order should be issued, the CIRB, after receiving submissions from the parties, issues an essential services order. We strongly oppose any legislative reform that would transfer the determination of essential services from the CIRB to the Minister, the Governor in Council (i.e. Cabinet), or any other politician. The determination of what constitutes an essential service should remain with an independent, arm's length administrative tribunal, rather than with politically motivated decision makers. Granting those in elected positions the authority to determine essential services during labour disputes erodes the neutrality, fairness, and public confidence in our labour relations system.

SIU Canada believes that the existing role of the CIRB provides an appropriate and balanced framework for addressing legitimate public safety concerns during labour disputes while preserving meaningful collective bargaining rights.

## **Section 107**

SIU Canada shares the opinion of the wider labour movement regarding the government's use of section 107 of Canada Labour Code to intervene in workers' strike action. The government's use of section 107 infringes on the fundamental right to strike, and strips workers of all their power. Construing section 107 as granting broad powers to the Minister responsible for Labour to intervene in federally-regulated labour disputes violate workers' right to strike, which is constitutionally protected under the Canadian Charter of Rights and Freedoms.

The Government's use of section 107 to block the right of unions to engage in lawful strike action is also in contravention of international law. The International Court of Justice has recently recognized that "the right to strike is protected" under the Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), 68 UNTS 17, a treaty to which Canada is a party (Right to Strike Under ILO Convention No. 87, Advisory Opinion (21 May 2026) at para 139).

**Conclusion:**

The Seafarers' International Union of Canada appreciates the opportunity to participate in this consultation process concerning potential amendments to the Canada Labour Code.

The existing federal labour relations framework has generally provided stable and effective collective bargaining relationships within federally-regulated industries. The only change in recent years that has destabilized the labour relations environment is the government's use of section 107 of the Canada Labour Code to force parties into binding interest arbitration. Any reforms to the Canada Labour Code should therefore focus on strengthening fairness, transparency, stability, predictability, and good faith bargaining practices. Protecting and preserving the rights of workers and their unions is paramount and is at the core of who we are as a country.

SIU Canada looks forward to continued engagement with the Labour Program on these important issues, and we are happy to meet to discuss these issues further.

Respectfully submitted,

A handwritten signature in black ink that reads "Chris Given". The signature is written in a cursive, flowing style.

**Chris Given**

**President**

**Seafarers' International Union of Canada**