

**Employment and Social Development Canada's
Second Round of Consultations to
Strengthen Labour Relations and Better Support Workers**

Unifor Submission
July 30, 2026



Contact

Lana Payne

National President

lane.payne@unifor.org

Introduction	2
1. Reviewing section 107	3
2. Expedited grievance arbitration.....	4
3. Addressing bad faith bargaining	4
4. Length of a strike mandate.....	5
5. First collective agreements	5
6. Medical leave with pay	6
7. Wage theft and enforcement	7

Introduction

1. This submission by Unifor responds to Employment and Social Development Canada's "Building Canada Strong" Second Phase Consultation Document, issued on July 3, 2026.
2. This submission follows Unifor's submission dated May 25, 2026 in the first phase of this same consultation. Unifor's submission in this second round of the consultation will repeat, where relevant, our submissions from the first round.
3. Unifor continues to be concerned about the adequacy of a consultation about the Canada Labour Code that occurs within a short time frame. This concern is particularly acute when the matters being considered may significantly affect Charter-protected collective bargaining rights.
4. In the first round of the consultation, Unifor described its collective bargaining experience in the federally regulated private sector and voiced a concern about infringements on the right to strike. We said:
 - Nearly 70,000 of Unifor's 320,000 members are employed in the federally regulated private sector.
 - Unifor bargains a collective agreement nearly every day of the week across the country in all jurisdictions, and almost all settlements occur without a work stoppage
 - Proposals that would erode the right to strike in pursuit of poorly defined notions of national interest overlook that the existing statutory scheme already maintains services that would, if interrupted, cause serious harm to the public. The essential services framework in section 87.4 of the Code protects the public from interruptions of services that are essential for the avoidance of immediate and serious dangers to the safety or health of the public.
5. Unifor in the first round of the consultation expressed great concern that an underlying premise of the consultation was that free collective bargaining and the right to strike must be subordinated to greater certainty that no strike action will occur that would have economic or social effects:

“The underlying premise of this consultation document, that the national interest requires that “certainty” should be prioritized over free collective bargaining and that strikes are to be avoided at all costs, is fundamentally flawed. The Supreme Court of Canada has affirmed that the right to strike is an essential part of a meaningful collective bargaining process. The preamble to the Code describes the Parliament of Canada’s commitment to the practice of free collective bargaining. It is Unifor’s view that the existing legislative scheme adequately protects the public from serious harm resulting from contentious labour disputes. Any amendment to the Code which would restrict the right to strike and thereby the right to bargain collectively in the name of “national interest” ought to be rejected as constitutionally unsound and an affront to the fundamental rights of workers. We note that the recent Advisory Opinion issued by the International Court of Justice in The Hague also affirms that the right to strike is a protected activity of trade unions under international law, and serves as a very timely reminder that workers’ rights, and in particular the right to strike, are fundamental human rights that cannot be tampered with.”

1. Reviewing section 107

6. In the first round of the consultation, Unifor said that the existing section 107 was never intended to provide the Minister with a tool or mechanism to interfere in specific labour disputes. Rather, we said that the clear language of the provision suggests that it is intended to grant the Minister a general power to foster industrial peace by recognizing and supporting collective bargaining as the basis of effective industrial relations. That interpretation is supported by the history of its use over many decades. Unifor cited the likely harmful effect on collective bargaining when section 107 is instead used as a tool to interfere in specific disputes because it removes the incentive for employers to reach negotiated settlements.
7. Unifor did not call for the repeal of section 107 in the first round. It is the recent misuse of the section that must be remedied. The provision was for many years uncontroversial, and there may be some value in retaining a general statement in the Code that the Minister has a responsibility to facilitate or foster the development of a sound industrial relations system. Properly interpreted, that is the broad “industrial peace” goal that is contemplated in the provision. Industrial peace cannot reasonably be

interpreted to extend to a discretion to interfere in specific disputes using undefined tools.

8. In answer to the last of the questions posed in this part of the Second Phase Consultation Document, about possible tools for the attainment of industrial peace, Unifor would see value in the provision of educational services about the collective bargaining process and associated obligations. This may be of particular value in new collective bargaining relationships following certification of a new bargaining unit. It would facilitate or foster the development of a sound industrial relations system.

2. Expedited grievance arbitration

9. In the first round of consultations, Unifor proposed that the Code should include a statutory expedited arbitration process. A statutory process ought to be available except where the parties have bargained an equivalent or superior expedited arbitration process in their collective agreement. Permitting parties to bargain their own expedited arbitration process will allow employers and unions to adapt the process to their specific needs.
10. A common driver of delay in the arbitration process is the failure of one side to cooperate in the selection and appointment an arbitrator. An expedited model provides an alternate mechanism for a party to obtain an arbitrator appointment despite the non-cooperation of the other party. A commendable aspect of the Ontario model is that an arbitrator is appointed immediately when a request is made by a party, with a requirement that the arbitration commence 21 days later. The Ontario statute provides this expedited process without disabling or replacing any other mechanism in the collective agreement. It is available as an alternative route to arbitration. Those features ensure that one party cannot prevent the timely arbitration of an important grievance.

3. Addressing bad faith bargaining

11. Unifor's experience is that bad faith bargaining complaints are relatively infrequent. The filing of frivolous or vexatious complaints is not an issue.
12. Unions do not frequently resort to bad faith bargaining complaints because the filing of a complaint does not often assist in the resolution of the underlying dispute. The process and available remedies are unlikely to move

the other party toward a settlement and may serve to prolong collective bargaining or a dispute.

13. Bad faith bargaining is best addressed by equipping the Canada Industrial Relations Board with the necessary resources to be able deal with complaints expeditiously. In particular, the Board must be resourced to enable interim relief applications to be heard and decided quickly. This is particularly vital where a complaint is filed in the context of a strike or lockout.

4. Length of a strike mandate

14. Unifor sees no need for the existing rule that a strike vote is valid for only 60-day period after which a new vote must be taken. That time limitation appears to serve no useful purpose.
15. The 60-day time limit exists assumedly because of a view that unions might engage in a strike in circumstances where affected employees have withdrawn previous support. It is unlikely that any union will engage in a strike without employee support. That ignores that unions do not lightly engage in strike action.
16. It will be sufficient if the Code provides instead that a strike vote remains effective until a collective agreement is reached. The earliest date for a strike vote should have to be stated. That should be a date that is proximate to the date on which the collective agreement expires. That date could be, for example, 30 days prior to the end of the term of the expiring collective agreement, or in a first collective agreement negotiation, the date on which a conciliation officer is appointed.

5. First collective agreements

17. Unifor raised this as a new issue in the first round of this consultation. Unifor's position is repeated here:
18. The Code in the Preamble to Part I promises to support collective bargaining and good industrial relations because it is in the best interests of Canada to ensure "a just share of the fruits of progress to all". Despite that promise, the existing mechanism in the Code for the resolution of first collective agreement disputes after a union's certification is inadequate and increases the risk that the promise of collective bargaining in the Code will be illusory.

19. Access to a meaningful process for the resolution of first collective agreement disputes is the only way to assure workers' access to collective bargaining. Absent such a process, it is too easy for employers to drag out the bargaining process and erode employee support for the union.
20. The existing rudimentary assistance in the Code is in section 80. Access to a process of Board-imposed terms for the settlement of some or all issues is available only where the conciliation process has been exhausted and the parties are in a lawful strike or lockout position. The Minister may, if the Minister decides it is necessary or advisable, direct the CIRB to inquire into the dispute and, if advisable, to settle the dispute by imposing terms. The Board's considerations in deciding whether to do anything at all must include the extent to which the parties have or have not bargained in good faith. Section 80 is used by the Board only in exceptional cases.
21. In contrast, other jurisdictions do not require that one party be found to be at fault to trigger access to a process of first contract arbitration. In British Columbia, a mediation-intensive model provides that a mediator makes recommendations that can form the basis for a voluntary first collective agreement, or an arbitrator-imposed collective agreement. In Manitoba, an automatic access model allows a party to access an arbitration process while still encouraging parties to make their own agreement. In both models, an agreement is imposed only after the parties have had opportunities to benefit from the assistance of a mediator.
22. These alternative models promote the principles of free collective bargaining, while ensuring that a union's certification is followed by a first collective agreement in every case. Unifor encourages consideration of these models.

6. Medical leave with pay

23. Unifor sees no need to revisit settled issues concerning medical leave with pay. The present entitlements in the Code, and similar entitlements in provincial jurisdictions, emerged from the difficult experience of the COVID pandemic. The absence of sick leave entitlements was shown to be detrimental to workers and employers. Onerous obligations to document absences were recognized as an unreasonable burden on workers and their health care providers.

24. If there are issues arising from these relatively new rules, it is likely that the developing caselaw of arbitrators and adjudicators about these Code provisions and regulations will clarify interpretations and reduce opportunities for controversy.
25. There appears to be no good rationale for enabling employers to designate an alternative 12-month period other than a calendar year or vacation year for the purpose of calculating paid medical leave entitlements. For unionized employees, an alternative 12-month period could be considered where the union agrees. For non-unionized employees, no alternative 12-month period should be permitted because of the risk of employer manipulation.

7. Wage theft and enforcement

26. In the first round of the consultation, Unifor described circumstances in the trucking industry, and proposed measures based on the approach taken in British Columbia to address misclassification in the container trucking industry, and specifically, the authority vested in the Office of the British Columbia Container Trucking Commissioner to set minimum wages rates and trip rates applicable to directly employed operators, indirectly employed operators, and independent operators. We said that this scheme operates to eliminate some of the financial incentives that exist to misclassify drivers as independent contractors.
27. Working conditions in trucking are marked by irregular schedules, long hours and uncompensated labour. The Code ought to establish minimum distance-based rates, adjusted to inflation and fuel prices, as well as a standard hourly wage for non-driving tasks such as loading, unloading and vehicle inspections. Duties such as loading, unloading and vehicle inspections are typically considered outside of trucking duties. Despite the critical importance of these tasks, particularly vehicle inspections, such duties are in some cases not compensated because the Code lacks a clear definition of deemed work.