

**IN THE MATTER OF
THE *FEDERAL PUBLIC SECTOR LABOUR RELATIONS ACT*
and a Request for Arbitration affecting
the Federal Government Dockyard Chargehands Association, as Bargaining Agent,
and the Treasury Board, as Employer,
in respect of the bargaining unit composed of the Ship Repair Chargehands Group**

Before: William Kaplan, Chairperson,
J.D. Sharp, Treasury Board nominee,
Steven Barrett, Bargaining Agent nominee

For the Bargaining Agent: Ronald Pink, KC
Sophie Pineau, Pink Larkin Barristers &
Solicitors

For the Employer: Marc Bernard, Treasury Board

Heard in Halifax, NS on March 18, 2025.

I. Introduction

[1] This arbitration was convened to resolve outstanding collective bargaining issues in dispute between the Federal Government Dockyard Chargehands Association (Chargehands or SR-C) and Treasury Board. There are approximately 58 employees in the bargaining unit. The Chargehands are employed by the Department of National Defence and work at the Fleet Maintenance Facility – Cape Scott in Halifax, and at the Canadian Forces Ammunitions Depot in Bedford.

[2] The Chargehands – who manage the trades – are vital to the defence and security of Canada. To a person, Chargehands hold high level NATO security clearances and are entrusted with the responsibility of keeping our Navy safely at sea. They plan and organize ship repair work on frigates, destroyers, submarines, coastal patrol vessels and supply ships including their complex weapons, sonar and radar systems. Chargehands are responsible for workplace safety among other important duties and responsibilities. They are highly skilled and come to the Chargehand position with extensive experience (usually between 15-25 years as a tradesperson or technician in a Production Shop). In short, Chargehands, make an indispensable contribution to the defence of Canada by ensuring the Navy's operational readiness. Chargehands work in the national interest for the benefit of the people of Canada and our allies.

II. Background

[3] The previous collective agreement expired on March 31, 2022. The parties engaged in negotiations between November 2023 and April 2024. Unfortunately, they were not able to reach agreement; impasse was declared, and this board was then consensually convened and the outstanding issues proceeded to a hearing in Halifax on March 19, 2025. Both parties filed detailed briefs in advance.

[4] In considering the outstanding issues – both Chargehands and Treasury Board proposals – the arbitration board has carefully considered the statutory criteria as set out in section 148 of the *Federal Public Sector Labour Relations Act*, as well as the normative ones that are generally applied including, most particularly, the replication of free collective bargaining. In this case, that meant considering bargaining outcomes in the core public administration. We have also paid careful attention to the award given by a panel of the board identical to this one in Ship Repair-East. It will be evident that we are maintaining the historical differential with SR-E. Items agreed to in collective bargaining shall be included in the collective agreement settled by this

award. Any Chargehand or employer proposal not specifically dealt with in this award is deemed dismissed.

III. Award

[5] As agreed by the parties, four years expiring on March 31, 2026.

A. Wages

One-time Allowance Related to the Performance of Regular Duties: \$2500. This one-time allowance is pensionable and will be paid to incumbents of positions within the SR-C group at the date of the issue of the arbitration award for the performance of regular duties and responsibilities associated with their positions.

Effective April 1, 2022: Increase to rates of pay: 3.50%
Effective April 1, 2022: Pay Line Adjustment: 1.25% pay line adjustment
Effective April 1, 2023: Increase to rates of pay: 3.00%
Effective April 1, 2023: Pay Line Adjustment: 0.50%
Effective April 1, 2024: Increase to rates of pay: 2.00%
Effective April 1, 2024: Wage Adjustment of 0.25%
Effective April 1, 2025: Remitted to parties. Arbitration board seized.

1. Step 1

[6] Twenty-five cents (25¢) to employees at Step 4 max effective date of award.

B. Leaves

2. Article 13.15 only (699 leave)

Add: this leave shall not be unreasonably withheld.

a. At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this agreement. This leave shall not be unreasonably withheld.

Add: Three days paid leave in event of still birth.

Add: One day paid leave for aunts and uncles under bereavement leave provisions.

Add: Add incapacity and layoff (per SR-E award)

Add: Leave with Pay for Family related reasons: extension to visit a family member near end of life.

Add: Leave with Pay for Family related reasons: increase from 8 to 16 hours to attend an appointment with a legal or paralegal of financial or other professional.

New: Two days leave with pay for traditional Indigenous practices.

New: Three days leave without pay for traditional Indigenous practices.

C. Overtime Meal Allowances

Add: d. Meal allowance under this clause shall not apply to an employee who has obtained authorization to perform overtime work at the employee's residence.

D. Travel

[7] This is a very complex matter and requires further discussion. Charge Hands Association proposal remitted to the parties. Arbitration board seized.

E. Medical Certificate

[8] Where a medical certificate is requested by the employer, the employee will be reimbursed for the cost of the certificate, with a \$35 limit, upon provision of acceptable proof, for periods of absence of three consecutive days or less.

F. Sea Trials

Add:

Sea duties aboard surface vessels

When an employee is required to go to sea (that is beyond the harbour limits) in a vessel for the purpose of conducting trials, repairing defects, dumping ammunition, etc., the employee shall be compensated, from the time he/she reports aboard until one (1) hour after reaching the harbour limits on the final return, as follows:

For the first twelve (12) hours aboard or less, at the applicable rate of pay;
For all hours aboard in excess of twelve (12) hours, at the applicable rate of pay for all hours worked and at the regular rate of pay for all unworked hours. For the purpose of this clause, an employee is considered to be working if he/she is actually performing or assisting in the performance of the duties of the job or has received specific instructions to remain available for work at the specific location where the work is being performed.

Note

This element is provided on the condition that the Association will withdraw all current grievances on this issue and such grievances shall be paid out as though this language was in force at the time for all current outstanding grievances on this matter.

IV. Memorandum on Implementation of the Collective Agreement

[9] Employer proposal awarded.

V. Conclusion

[10] At the request of the parties, we remain seized with respect to the implementation of our award.

April 22, 2025.

“William Kaplan”

William Kaplan, Chair of the arbitration board

“J.D. Sharp”

J.D. Sharp, Treasury Board Nominee

“Steven Barrett”

Steven Barrett, Bargaining Agent Nominee