

**Date:** 20060601

**File:** 166-02-35001

**Citation:** 2006 PSLRB 69



*Public Service  
Staff Relations Act*

Before an adjudicator

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BETWEEN

**RON POOLE**

Grievor

and

**TREASURY BOARD  
(Department Of National Defence)**

Employer

***EXPEDITED ADJUDICATION DECISION***

***Before:***        [Ian R. Mackenzie, adjudicator](#)

***For the Grievor:***        Cécile La Bissonnière, PSAC

***For the Employer:***        [Shairoz Verjee](#)

**Note:**        The parties have agreed to deal with the grievance by way of expedited adjudication. The decision is final and binding on the parties and cannot constitute a precedent or be referred for judicial review to the Federal Court.

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[Heard at Ottawa, Ontario,  
May 26, 2006.](#)

## REASONS FOR DECISION

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[1] Ron Poole has grieved the denial of marriage leave by his employer on April 3, 2003.

[2] On April 1, 2005, the *Public Service Labour Relations Act*, enacted by section 2 of the *Public Service Modernization Act*, S.C. 2003, c. 22, was proclaimed in force. Pursuant to section 61 of the *Public Service Modernization Act*, this reference to adjudication must be dealt with in accordance with the provisions of the *Public Service Staff Relations Act*, R.S.C., 1985, c. P-35 (the “former Act”).

[3] The parties submitted an “Agreed Statement of Facts” and documents. The “Agreed Statement of Facts” is as follows:

1. *The grievor, Ron Poole, is an indeterminate employee of the Department of National Defence.*
2. *He is employed at the Canadian Forces Base in Shilo.*
3. *At the time of his grievance, the grievor was covered by the Operational Services group collective agreement between the Treasury Board and the Public Service Alliance of Canada that expired on August 4, 2003.*
4. *At the time of his grievance, the grievor was classified at the GL EIM 11 group and level.*
5. *From February 3, 2003 to February 27, 2003 inclusive, the grievor was on certified sick leave.*
6. *The grievor got married on 7 February 2003 in West Virginia, USA.*
7. *Upon returning to work on 1 April 2003, the grievor requested 5 days of marriage leave to go on his honeymoon from 15 to 23 April 2003.*
8. *On 4 April 2003, the grievor filed a grievance stating that he was entitled to the provisions under article 44.01 of his relevant collective agreement for his honeymoon.*
9. *Mr. Ron Poole’s grievance was denied at first, second and third level of the grievance procedure.*

[Sic throughout]

[4] In reply to his request for marriage leave, his supervisor wrote that Mr. Poole could amend his February leave form to reflect five days marriage leave, thereby

restoring five days sick leave to his account. The employer maintained the offer at each level of reply to the grievance. I was advised at the hearing that Mr. Poole used annual leave for his honeymoon. I was also advised that he is no longer employed in the federal public service.

[5] Article 44 of the collective agreement provides:

**ARTICLE 44**

**MARRIAGE LEAVE WITH PAY**

*44.01 After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.*

...

[6] The grievor's representative, Cécile La Bissonière, submitted that the health of both the grievor and his fiancée was an extenuating circumstance that ought to be taken into account in interpreting the marriage leave clause of the collective agreement. The representative for the employer, Shairoz Verjee, submitted that the grievor did not meet two of the three requirements for obtaining leave under this clause: the leave was not for the purpose of getting married as he was already married and he did not provide notice five days prior to his marriage.

Reasons

[7] Marriage leave under this collective agreement is granted "for the purpose of getting married". In view of the fact that the grievor was already married when he requested the leave, I find that he is not entitled to marriage leave. The employer did make a sensible effort to accommodate the circumstances faced by Mr. Poole by allowing him (retroactively) to replace five days of sick leave with marriage leave. In my view, this sufficiently takes into account the extenuating circumstance raised by Ms. La Bissonière in her submissions.

[8] For all of the above reasons, I make the following order:

*(The Order appears on the next page)*

Order

[9] The grievance is denied.

June 1, 2006.

**Ian R. Mackenzie,  
adjudicator**