

**ACADIA BAND
PERSONNEL/OFFICE POLICY**

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INTERPRETATION AND DEFINITIONS

- 1.01 a) **“Band”** means the Acadia Band of Indians.
- b) **“Council”** means the Council as defined in the Indian Act of the Acadia Band of Indians.
- c) **“Casual Employee”** is a person employed in a position for which no salary can be assured beyond a specified date.
- d) **“Dismissal”** is a disciplinary action involving the termination of services usually without normal notice or benefits, imposed for just cause.
- e) **“Just Cause”** includes but is not limited to the following: willful misconduct, theft, insubordination, neglect of duty, breach of confidentiality, or continued unsatisfactory performance.
- f) **“Employee”** means a person who is employed by the Band.
- g) **“Leave of absence”** means absence from work with permission, with or without pay.
- h) **“Overtime”** is time worked in excess of the employee’s regularly scheduled hours of work.
- i) **“Indeterminate Employee”** means a person who has satisfactorily completed the required probationary period of employment, and those Indeterminate Status has been approved by the Executive Director.
- j) **“Indeterminate Part-time Employee”** means a person who is hired for an Indeterminate Position, who works less than full time in that position.
- k) **“Probationary Employee”** means a person who has been hired for a position or who has been promoted to a position of higher pay and responsibility, but who has not completed the probationary period required.
- l) **“Seniority”** means the total accumulated months paid employment where the employment is either casual, term or indeterminate, but shall not include periods of previous employment that have occurred more than five years prior to the date of last hiring.
- m) **“Service”** means the total accumulated months of full-time or part-time paid employment, where the employment is either casual, or term or indeterminate.

Article 1

INTERPRETATION AND DEFINITIONS

- 1.01 n) "Spouses" include common-law or married partners.
- o) "Band Manager" is a job classification, whose duties are set out in the current position specification.
- p) "Suspension" is a short term disciplinary action which may be with or without pay, for a period not normally exceeding thirty (30) days, and imposed for just cause.
- q) "Term Employee" means a person who is hired or assigned to fill a specific position during the absence of the incumbent employee.
- r) Office policy shall be set by the Band Manager regarding dress, manners, inter relationship as required.
- s) Notwithstanding the articles of this agreement, the prevailing principals of the Nova Scotia and the Federal Labour Codes shall apply.

Article 2

MANAGEMENT FUNCTIONS

- 2.01 It is acknowledged that it is the exclusive function of the Council through the Band Manager to:
- a) Maintain order, discipline and efficiency.
- b) To retain, terminate and supervise employees.
- c) Make and enforce from time to time such rules and regulations as the Council considers necessary or advisable for the effective and orderly conduct of its business and require employees to observe such rules and regulations.
- d) Manage the staff and resources of the Band without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine programs, complement, organize and the number, locations and classification of employees required from time to time, the number and location of facilities, services to be performed and assignment of work and the extension, limitation, curtailment or cessation or operations in whole or in part and all other rights and responsibilities not specified stated by the express provisions of this policy.

Article 3

APPOINTMENTS

- 3.01 All staff appointments shall be made by the Band Manager on recommendation of duly appointed Selection Boards and/or Band Council.
- 3.01 Appointments may be probationary, indeterminate, term, casual or indeterminate part-time.

PROBATIONARY APPOINTMENTS

- 3.03 a) Employees who accept reclassification to a new position of greater responsibility and pay, shall have a Probationary Period of six (6) months. During the course of Probationary Period or upon completion of the probation, the employee may be confirmed in that position or dismissed.
- b) An employee who fails to meet the requirements of their Probationary Period shall be subject to immediate dismissal.
- c) An employee who fails to continuously meet the requirements of his/her position may be required to serve a further period of probation if recommended by the Band Manager and approved by Council.

INDETERMINATE APPOINTMENTS

- 3.04 An employee who has satisfactorily completed his/her initial probationary period in accordance with Articles 3.03, shall be given an indeterminate appointment. The employee is entitled to full vacation, holiday, leave and other entitlements included in the Personnel Policy, unless special arrangements are made at the time of appointment.

INDETERMINATE PART-TIME

- 3.05 A person who has been hired for an indeterminate position but who works less than full time in that position is entitled to the appropriate proportion of all vacation, holiday, leave and other entitlements included in this Personnel Policy unless other arrangements are made at the time of the appointment.

TERM APPOINTMENTS

- 3.06 a) A person may be hired with a Probationary Period to fill a position for a specific period of time. It should be clearly understood in the terms of reference for the position that it may be for a shorter period of time depending on operational requirements.

- b) The length of Probationary Period shall be set at the time of hiring by the Council.
- 3.06 c) The Band Manager may terminate such appointments at any time. In such a case, the Band Manager shall advise the employee in writing no less than ten (10) working days prior to the date of termination. If dismissal is for just cause, the employee may be terminated immediately.
- d) A full time term employee is entitled to vacation pay for four (4) percent.

CASUAL EMPLOYEE

- 3.07 a) A person may be hired full-time with a probationary period position for which the salary cannot be assured for a fixed period of time.
- b) The length of probationary period shall be set at the time of hiring by the Band Manager.
- c) The Band Manager may terminate such appointment at any time. In such case, the Band Manager shall advise the employee in writing no less than ten (10) working days prior to date of termination. If dismissal is for just cause, the employee may be terminated immediately.
- d) A full time casual employee is entitled to vacation pay of four (4) percent.

TRANSFERS

- 3.08 Transfers by permanent staff to other programs are encouraged, and shall be considered whether or not there are position vacancies on staff.

ARTICLE 4

HIRING

- 4.01 All staff positions shall be advertised internally and externally. In the case of candidates of equal merit, as determined by the Selection Board, the priority for hiring shall be given to Band Members.
- 4.02 In those instances where term or casual positions are for short term periods of less than two (2) months, the Band Manager may choose to hire without advertising.
- 4.03 All staff are free to apply for any staff vacancy that arises.
- 4.04 Spouses may be employed on staff, provided that one is not in a Supervisory Position over the other, or that both are not employed in the same program.

ARTICLE 5

NOTICE OF RESIGNATION

- 5.01 If the Band Manager desires to terminate his or her appointment he or she shall give one month notice in writing. All other employees desiring to terminate their employment shall give ten (10) working days notice in writing.
- 5.02 Term or casual employees shall give a minimum of ten (10) working days notice in writing to the Band Manager in the case of resignation. The resignation shall be acknowledged in writing by the Band Manager.
- 5.03 All employees shall be compensated for salary and vacation up to the date of termination, provided all documentation for program and finances is completed and up to date.
- 5.04 Employees shall be compensated for salary and vacation entitlement not yet taken, or shall compensate the Band if the above entitlements have been taken in excess.

ARTICLE 6

DISCIPLINE BY SUSPENSION OR DISMISSAL

- 6.01 The Band Manager may suspend or dismiss any employee for just cause.
- 6.02 No permanent employee shall be disciplined by suspension with or without pay, or by dismissal except for just cause.
- 6.03 The term of suspension with or without pay shall be determined by the Band Manager.

ARTICLE 7

TERMINATION OF EMPLOYMENT DUE TO LAYOFF OR UNIT TRANSFER

- 7.01 Should permanent staff layoff be necessary, they shall be made by the Band Manager on the basis of merit, need and such other criteria as the Council may deem necessary or advisable.
- 7.02 Permanent employee(s) to be laid off shall be given two (2) months notice or salary in lieu if the former is not possible, unless otherwise provided by individual contract.

ARTICLE 8

RETIREMENT

- 8.01 There shall be no compulsory age for employees.

ARTICLE 9

PAY

- 9.01 Rates of pay of all categories of staff shall be set by the Band Manager and approved by the Council.
- 9.02 When an employee is reclassified upon promotion to a position in a higher pay range, the rate of compensation shall be as determined by the Band Manager and approved by the Council.
- 9.03 Where an employee is recommended for a reclassification which falls on his or her anniversary date, the employee's salary shall be adjusted first by the implementation of the annual increment, provided it has been recommended and an increment is available in the present pay range, and on the same date the salary will be adjusted upward for the reclassification.
- 9.04 The anniversary date of an employee shall be the day of a month in which employment occurs. The anniversary date will only change if the employee is reclassified, at which time the date of reclassification becomes the new anniversary date.
- 9.05 The Council, on recommendation of the Band Manager shall grant an increment for satisfactory performance after an employee has served for a period of twelve (12) months following the employer's hiring date, or twelve (12) months following subsequent anniversary dates of the employee.

ARTICLE 10

EMPLOYEE PERFORMANCE EVALUATIONS

- 10.01 Written performance evaluations may be carried out by the Band Manager on all newly hired staff who have accepted transfers on the completion of three (3) months service, six (6) months service, and twelve (12) months service.
- 10.02 Thereafter, performance evaluations may be conducted on an annual basis one month prior to the employee's anniversary date.

ARTICLE 11

EMPLOYEE FILES

- 11.01 Employees shall have access to their personnel files, on request to the Band Manager.
- 11.02 The personnel files of each employee are deemed confidential, and are held in the custody of the Band Manager.
- 11.03 Should the Council cease to be an employer, the personnel file of each employee shall be given to the employee. In the case of those past employees whose whereabouts are unknown, their files shall be destroyed.
- 11.04 Any document or information contained in an employee's personnel file may be used in proceedings arising out of a dispute between the Council and an employee.

ARTICLE 12

DISCRIMINATION AND HARASSMENT

- 12.01 There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of staff in any matter concerning the application of the other provisions of this policy by reason of race, creed, colour, age, sex, marital status, nationality, ancestry, place of origin, political or religious affiliation, sexual orientation, physical disability (unless the nature and extent of the handicap reasonably precluded performance of the particular employment, activity or association) — N.S. Human Rights Act, whether or not the employee has children or is pregnant.

ARTICLE 13

HEALTH AND SAFETY

- 13.01 The employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

ARTICLE 14

HOURS OF WORK AND OVERTIME

- 14.01 The hours employees are required to work shall be determined by the individual job description.

ARTICLE 15

STANDBY AND CALL BACK

- 15.01 Standby and call back Policy to be developed as required.

ARTICLE 16

VACATIONS

- 16.01 The vacation year shall be April 1 to March 31 inclusive.
- 16.02 a) An employee shall be entitled to receive annual vacation leave with pay in addition to the Statutory Holidays listed in Section 17.01.
- b) Vacation leave shall be accumulated at the rate of 1 1/4 days per month for the first ten (10) years to a maximum of 15 days per year.
- c) After ten (10) years, vacation leave shall be accumulated at the rate of 1 2/3 days per month to a maximum of 20 days.
- d) After twenty (20) years, vacation leave shall be accumulated at the rate of 2 1/2 days per month to a maximum of 25 days.
- e) On the completion of twenty years service, the employee shall be entitled to twenty (20) days annual leave in addition to his/her accumulated leave for the year.
- f) On completion of twenty-five years service, the employee shall be entitled to twenty-five (25) days annual leave in addition to his/her accumulated leave for the year.
- 16.03 An employee shall be granted vacation leave at such time during the year as the Band Manager approves in order to ensure sufficient staffing. Requests for summer holidays shall be made to the supervisor prior to April 30, and priority for granting requests shall be made by the Band Manager with due respect to the operational requirements of the Band.
- 16.04 Vacation entitlements shall be used within the year in which it is earned. The Band Manager may authorize the carryover of five (5) working days to the next vacation year. Requests for carry-over entitlements shall be made in writing by the employer to the supervisor no later than February 28 or 29 of the year in which the vacation is earned, provided the Band Manager may accept a shorter period of notice of request. In extenuating circumstances, the Band Manager may authorize the carry-over of an additional five days.
- 16.05 If at the end of a vacation year, an employee's entitlement to vacation leave with pay included a fractional entitlement of less or more than one-half day, the entitlement shall be increased or decreased to the nearest one-half day.
- 16.06 Subject to operational requirements, the Band Manager shall make every reasonable effort to ensure that an employee's written request for vacation leave is approved. If, in scheduling vacation leave, the Band Manager is unable to comply with the employee's written request the Band Manager shall give the reason for disapproval and make every

effort to grant the employee's vacation leave in the amount and at such time as the employee may request an alternate request.

- 16.07 If an employee becomes ill during a period of vacation, the employee shall be granted sick leave and his/her vacation credit restored to the extent of the sick leave utilized, upon receipt of evidence by the Band Manager in the form of a Doctor's certificate.
- 16.08 Before commencing vacation, each employee shall reasonably cooperate with respect to the completion of any urgent job requirements.
- 16.09 During the first six months of employment, an employee shall not be entitled to take vacation, except on the approval of the Band Manager.
- 16.10 An employee, upon separation, shall be compensated for vacation leave to which he/she is entitled.
- 16.11 An employee, upon separation, shall compensate the Band for vacation which was taken but to which he/she was not entitled.
- 16.12 All employees shall be entitled to holiday entitlements under Section 17.01.

ARTICLE 17

STATUTORY HOLIDAYS

17.01 Employees shall be granted the following holidays:

- a) New Years Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Labour Day
- g) Thanksgiving Day
- h) Remembrance Day
- i) Christmas Day
- j) Boxing Day
- k) Indian Holiday as set by the Band Council

17.02 Article 17.01 does not apply to an employee who is absent without pay on both the scheduled working day preceding and the scheduled working day following the designated holiday.

17.03 When a day that is a designated holiday for an employee as defined in Article 17.01 falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 18

SPECIAL LEAVE

- 18.01 The Band Manager, in any one year, may grant to an employee:
- a) Special leave without pay, for such period as the Band Manager deems circumstances warrant.
 - b) Special leave with pay for reasons other than those covered under Section 20 to 32 inclusive, for such period as the Band Manager deems circumstances warrant.

ARTICLE 19

SICK LEAVE

- 19.01 An employee may be required by the Band Manager to produce a certificate from a medical doctor for any period of absence for which sick leave is claimed, if certificate is not produced after such a request, the time absent from work will be deducted from the employee's pay.
- 19.02 Application for sick leave for a period of more than five (5) consecutive days shall be supported by a certificate from a medical doctor. Employees shall cooperate reasonably in agreeing to the release of any pertinent medical information.
- 19.03 For the purpose of this Article, the employer may require that the employee be examined by an alternate medical doctor. The medical report shall be considered a confident matter between the Band Manager and the employee.
- 19.04 The pay of an employee who is in receipt of compensation from the Worker's Compensation Board of Nova Scotia arising from the same incapacity for which sick leave or special leave is granted, shall be reduced by the amount paid by the Worker's Compensation Board.
- 19.05 An employee who must be absent due to illness, shall endeavor to notify the Band Manager within the first hour of the working day.

ARTICLE 20

BEREAVEMENT LEAVE

- 20.01 The Band Manager may grant up to five days of special leave with pay in the event of the death of an immediate family member, and up to three days special leave with pay in other appropriate circumstances.

ARTICLE 21

MATERNITY LEAVE

- 21.01 An employee who is pregnant and have been employed by the Band for a year or more is entitled to a maximum of twenty weeks maternity leave. Under this section, an employee will be eligible for one (1) week's pay or its equivalent in time off, to be given following payment of all U.I.C, maternity benefits, and prior to the employees return to work.
- 21.02 A request for maternity leave shall be made through the Band Manager, accompanied by a certificate from a medical doctor stating that the employee is pregnant and specifying the date upon which delivery is expected to occur.
- 21.03 At the request of a pregnant employee, such approved maternity leave may commence at any time from a date 11 weeks before the specified date of delivery to the date of actual date of delivery. The Band Manager, however, may require the leave without pay to start at a time when the duties of the position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially effected by the pregnancy.
- 21.04 An employee may not work for at least six (6) weeks after the date of delivery unless in the written opinion of a medical doctor, a shorter period is sufficient.
- 21.05 Where an employee reports for work upon the expiration of maternity leave, she shall resume work in the same position she held prior to the commencement of maternity leave, with no loss of seniority or benefits accrued to the commencement of maternity leave.

ARTICLE 22

PATERNITY LEAVE

- 22.01 At the request of an employer, leave with pay for up to five (5) working days shall be granted for a father within two weeks of the birth of his child. The employee may request up to an additional four weeks without pay, subject to the operational requirements of the employer.

ARTICLE 23

ADOPTION LEAVE

- 23.01 At the request of an employee, leave with pay up to five (5) working days shall be granted within two (2) weeks of the placement of the adoptive child in his/her home. The employee may request up to an additional four weeks without pay, subject to the operational requirements of the employer.

ARTICLE 24

LEAVE FOR FAMILY ILLNESS

- 24.01 In the case of illness of a member of an employee's immediate family, who permanently resides with the employee and when no one at home other than the employee can provide for the needs of the ill person, the employee may be granted, after notifying the Band Manager, leave with pay up to a maximum of five (5) days per year for the purpose of making arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulated as provided in Article 19. The Band Manager may require proof of the need for such leave as he/she considers necessary.

ARTICLE 25

EXAMINATION LEAVE

- 25.01 Employees who are writing examinations for courses related to work, taken at recognized educational institutions, are entitled to a leave of absence with pay for the day of the examination, and any working days which are required to travel to and from the place where the examination is to be held.

ARTICLE 26

COURT LEAVE

- 26.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required to serve on a jury, or by subpoena or summons to attend as witness any court proceeding or before any other proceeding authorized by law to complete the attendance of witness before it.
- 26.02 Any employee given leave of absence with pay to serve on a jury shall have deducted from his/her salary an amount equal to the amount that the employee received for such jury duty.

ARTICLE 27

LEAVE FOR EDUCATIONAL PURPOSES

- 27.01 **STAFF DEVELOPMENT LEAVE**

The Band Manager may grant an employee leave of absence with pay to attend conference and training sessions of mutual advantage to the Band and the employee. Compensatory time off may be granted by the supervisor when a conference occurs on a Saturday, Sunday or other time when the staff person is normally off.

27.02 **EDUCATION LEAVE**

An employee may request Council approval through the Band Manager for education leave with or without pay to enroll in a training course or to obtain a University Degree that relates directly to the employee's normal duties. When such leave is granted, the employee shall agree to return commitment of future employment equal to the educational leave of absence. Upon expiration of absence for educational purposes, the employee shall resume work with no loss of seniority or benefits accrued to the commencement of educational leave.

ARTICLE 28

LEAVE FOR STORMS OR HAZARDOUS CONDITIONS

- 28.01 The Band Office shall normally remain open during snow storms, and employees are expected to make every effort to report for work, and be available during normal working hours.
- 28.02 Staff members shall notify the switchboard as soon as possible whether or not they are able to report to work.

ARTICLE 29

ELECTIONS

29.01 **BAND COUNCIL ELECTIONS**

The Band Office shall be closed during Band Election.

29.02 **FEDERAL ELECTIONS**

The Canada Elections Act provides that:

"Every employee who is qualified to vote shall, while the polls are open on polling day at an election have four (4) consecutive hours for the purpose of casting his vote, and if the hours of his employment do not allow him such time for voting as may be necessary to provide those four consecutive hours. No employer shall make and deductions from the pay of any such employee or impose upon or extract from him any penalty by reason of his absence from his work during the consecutive hours that the employer is required to allow. The hours referred to shall be granted at he convenience of the employer."

29.03 **PROVINCIAL ELECTIONS**

Chapter 83, "*Elections Act*" of the Revised status of Nova Scotia 1967, provides that:

- 1) An employee, who is an elector, shall, while the poll is open on ordinary polling day, have three (3) consecutive hours for the purpose of casting his or her vote.
- 2) If the employee pf an employer does not permit the use of three consecutive hours of his or her own time for voting, the employer shall allow the employee such additional time with pay from the hours of this three consecutive hours, but the additional time for voting shall be granted to the employee at the time of day that best suits the convenience of the employer.

ARTICLE 31

MEDICAL AND DENTAL APPOINTMENTS

- 31.01 The Band Manager may, subject to operational requirements grant an employee time off for a medical or dental appointment, subject to the following criteria:
- a) Whenever possible, employees should arrange medical and dental appointments on their non-working day, or outside normal working hours.
 - b) The employee should request time off when needed as far in advance as possible.
 - c) If an employee requests excessive time off for medical or dental appointments, the Band Manager may require proof of attendance at the physician' or dentist's office.

ARTICLE 32

DAMAGE TO PERSONAL PROPERTY

- 32.01 Where the personal property of an employee, necessary to the performance of his/her duties, is damaged by a client in the execution of those duties, the Band Manager shall arrange to reimburse the employee, or arrange for necessary repairs, if he/she is satisfied that normal precautions against damage had been taken. Such personal items would include watches, glasses and clothing, but not damage to automobiles. The reimbursement shall take place only after the employee had authorized the employer to take whatever steps are necessary to recover such monies by whatever recover procedures are available.

ARTICLE 33

STAFF DEVELOPMENT

- 33.01 The employer shall ensure that funds are provided in the annual budget to provide for an active staff development program, and the establishment of a professional library.

ARTICLE 34

ALCOHOL AND DRUG DEPENDENCY

- 34.01 In the opinion of the Band Manager, an employee who is determined to have a drug or alcohol problem shall be referred to an agency such as DETOX Centre, A.A. Group or other agency as deemed by the Band Manager. Failure to make other arrangements approved by the Band Manager may result in the employee being dismissed.

ARTICLE 35

REVISIONS TO POLICY

- 35.01 Recommended revisions to this Policy shall be reviewed by the Band Manager who will present them to Council for ratification.
- 35.02 The staff and Council shall make every reasonable effort to effect an annual review of the Personnel Policy prior to April 1st of each year.

APPROVED AND PASSED AT A DULY CONVENEED MEETING OF THE ACADIA
BAND COUNCIL ON FEBRUARY 22, 2001.

FIRST NATION - OFFICE POLICY

I, _____ acknowledge that I have read and understand the Office Policy of the _____ First Nation. I agree to follow the rules and regulations set out in this policy, and have a copy for my personal records.

Employee Signature

Date

Employee Signature

Date

Employee Signature

Date

Employee Signature

Date

Employee Signature

Date

Employee Signature

Date

Employee Signature

Date

Employee Signature

Date

APPLICATION FOR LEAVE

All Staff are requested to complete this form for all types of leave as they apply

To: _____
Immediate Supervisor or Equivalent

Job Title

From: _____
Name

Job Title

I hereby apply for the following leave:

____ Annual Leave

____ Sick Leave

____ Compassion Leave

____ Pressing Necessity Leave

____ Jury Duty Leave

____ Leave of Absence without pay

____ Convocation Leave

____ Educational Leave

____ Election Leave

____ Other

____ Maternity Leave

Dates: _____ From: _____

To: _____

Comments: _____

Date: _____

Signature of Applicant: _____

Recommendation of Supervisor: _____

Date: _____

Signature of Supervisor: _____

Action of Band Manager

____ Grant Leave as requested

____ Leave request denied

____ Grant Leave as follows: _____

Date: _____

Signature of Band Manager

**Submit copies to Supervisor
Retain a copy for your records**