



Saskatchewan
Health Authority

Out-of-Scope Terms and Conditions of Employment

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APPLICABILITY

All individuals accepting an out-of-scope position with the Saskatchewan Health Authority shall be governed by the terms and conditions of employment as outlined in this document and as amended from time to time unless specified otherwise.

Where an existing written employment contract conflicts with this document, the written employment contract will be followed.

In-scope staff that temporarily fill an out-of-scope position are entitled to coverage under the Saskatchewan Health Authority Out-of-Scope Terms and Conditions of Employment, except where excluded under specific benefit plans or other related collective agreement articles.

Exception: Saskatchewan Union of Nurses (SUN) staff temporarily filling an out-of-scope position will remain covered under the SUN collective bargaining agreement terms and conditions.

ROLES AND RESPONSIBILITIES

All Staff

- Understand and comply with the Out-of-Scope Terms and Conditions of Employment.
- Consult with human resources if uncertain about how to interpret or apply the Out-of-Scope Terms and Conditions of Employment.

Human Resource Department

- Ensure all staff has access to the Out-of-Scope Terms and Conditions of Employment.
- Ensure administration and application of these terms and conditions.

NON-COMPLIANCE/BREACH

Breach of these terms and conditions may result in disciplinary action up to and including termination of employment in accordance with applicable policies and procedures, including but not limited to, corrective discipline policy and/or applicable bylaws.

DEFINITIONS

Out-of-Scope employee definitions for the purpose of this document are:

Managerial Out-of-Scope Employee means an employee whose work is that of a managerial nature and whose position is excluded from the application of the hours of work provisions of *The Saskatchewan Employment Act*. Work of a managerial nature is defined as:

- Continuous work as opposed to work from time-to-time;
- With some independence and discretion;
- On duties that include:
 - i. Supervision, direction, performance management, hiring and/or promotion of subordinates; and/or
 - ii. Budgetary and fiscal management

Non-Managerial Out-of-Scope Employee means an employee who does not do work of a managerial nature, but is excluded from a bargaining unit. Non-Managerial Out-of-Scope Employee staff hours of work are regulated and the provisions of *The Saskatchewan Employment Act* continue to apply.

On-Call Employee means an employee who is expected to be available to the employer to return to duty at any time and is assigned on-call on a formal basis during off hours.

Out-of-Scope Employee means an employee who is excluded from a bargaining unit in accordance with *The Saskatchewan Employment Act*.

Casual Employee means an employee who works on an irregular basis.

Permanent Full-Time Employee means an employee who has successfully completed a probationary period and is required to work the established full-time hours in their occupational classification.

Permanent Part-Time Employee means an employee who has successfully completed a probationary period and is required to work a designated portion of the full-time hours in their occupational classification.

Temporary Employee means an employee who is employed full-time or part-time, but has a specified end date for their employment with the employer.

1. Hours of Work

1.1 Non-managerial out-of-scope staff hours of work are regulated and the provisions of *The Saskatchewan Employment Act* continue to apply.

- 1950 hours per year
- Typical hours of work for non-managerial out-of-scope staff:
- 37.5 hours per week
- 7.5 hours per day
- Core hours of work may be established by the employer (e.g., 9:00am – 3:00pm).

Work Schedules

Start times and shift rotations will vary according to the operational needs of the individual department within the employer.

Rest and Meal Periods

- The standard rest and meal period for non-managerial out-of-scope employees consists of two (2) fifteen minute paid rest breaks and one unpaid meal break.
- Consideration may be given for alternate work schedules.

1.2 The nature of managerial out-of-scope staff duties may require an individual to work such hours as may be necessary to carry out the required functions and responsibilities of their position. Duties frequently require flexibility to accommodate varying workloads and operational needs. Operational needs of the department will determine the typical hours that a managerial employee will work:

- 1950 hours per year (7.5 hours x 5 days x 52 weeks)

1.3 Exceptional circumstances may arise, requiring managerial and non-managerial out-of-scope staff to work significant additional hours. Such situations may include emergencies, disasters, strikes or where an out-of-scope staff member is the last resort to fill a required clinical role.

- The determination to compensate in these situations will be made by the Vice President for Human Resources and the Chief Executive Officer of the Saskatchewan Health Authority.
- Should compensation be approved, all hours worked in excess of regular hours per week will be compensated at two (2) times regular salary rates of pay.
- Out-of-scope staff serving in a clinical role on an emergency basis will be compensated at a rate of pay as determined by the Vice President for Human Resources.

2. Scheduled Days Off (SDO)

2.1 On April 1 of each year a total of twelve (12) scheduled days off (SDO) will be awarded to permanent full-time staff. SDO are based on 7.5 hours pay.

2.2 Other-than-permanent-full-time staff will have SDO prorated according to their letter of appointment and accessed based upon their scheduled days of work. Exception: Casual staff are not eligible for SDO.

2.3 Temporary full-time staff will have access to SDO, including in-scope staff that are temporary filling out-of-scope positions.

- Other-than-full-time temporary staff will have SDO prorated according to their letter of appointment.
- Temporary staff will have SDO prorated according to the specified term of employment.

- For temporary new hires and in-scope transfers during the fiscal year, SDO will be determined using one day per month for the remaining months in the fiscal year commencing the first day of the month following their date of hire or transfer.

- 2.4** Staff who are on approved leaves of absence of greater than 30 days, and long term disability during the fiscal year, will have their annual allocation of SDO determined using one day per month for the months in the fiscal year they were actively at work.
- 2.5** SDO are required to be scheduled at a time that is mutually agreed upon between the employee and their manager.
- 2.6** Staff who terminate and have accessed their SDO bank in excess of the months of employment in the fiscal year (e.g., prior to the next April 1, will be expected to reimburse the employer upon termination for the excess usage. Such time shall be deducted from unused vacation leave credits.)
- 2.7** Carry-over or payout of unused SDO from year to year is not permitted.
- 2.8** In-scope transfers will have all banked time paid out prior to their transfer to the out-of-scope position. The banked time will be charged to the sending department.

3. Statutory Holidays

- 3.1** The employers recognize twelve (12) statutory holidays each calendar year. Other employer civic holidays may apply in certain geographic areas.

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day ¹	Boxing Day

When July 1 falls on a Sunday, the holiday is observed on Monday, July 2.

- 3.2** When the statutory holiday coincides with a normal day of rest, the holiday is reassigned in accordance with the following:
 - Where the statutory holiday falls on a Saturday, the Friday preceding the Saturday will be observed as the holiday.
 - Where the statutory holiday falls on a Sunday, the Monday following the Sunday will be observed as the holiday.
- 3.3** Statutory holiday pay for part-time and casual staff is calculated based upon the days paid in the four weeks preceding the statutory holiday.

¹ Holidays Act (R.S.C., 1985, c. H-5)

4. Probationary Period

4.1 Probationary periods are determined by pay bands.

- For staff in pay bands 2 and below the probationary period is six (6) months.
- For staff in pay band 3 and above the probationary period is twelve (12) months.

4.2 An employee who transfers from an in-scope position to an out-of-scope position is to be considered as a new employee for probationary purposes.

4.2.1 Reversion rights are subject to the terms of the applicable collective agreement.

4.2.2 In transfer situations, the probation period may be waived by the designated employer representative.

5. Leave of Absence (LOA)

5.1 Personal Leave

- Employees may request personal leave to attend to personal commitments or to attend unforeseen and/or emergent personal circumstances that prevent the staff member from attending work.
- Personal Leave shall be up to five (5) paid days (37.5 hours) for permanent and temporary full-time staff per fiscal year (April 1 of each year).
- Personal leave will be prorated for part-time staff according their letter of appointment and accessed based upon scheduled days of work.
- Personal leave is not available to casual staff.
- Carry over or payout of unused personal leave days from year to year is not permitted.
- Staff hired or transferring during the fiscal year will receive a prorated allotment of personal leave days based upon their date of hire or transfer to the end of the fiscal year, commencing the first day of the month, following their date of hire or transfer.

5.2 Sick Leave

Employees have a “bank” of paid sick leave days which can be accessed in the event of an illness or injury, or certain specified appointments related to an illness or injury but from which time-off will be deducted from the sick leave bank.

Allocation

- Upon date of hire permanent full-time out-of-scope staff will have eighty-five (85) sick days allocated to their sick bank and the bank will be reset to eighty five (85) each April 1st thereafter.
- Upon date of hire, part-time staff will have a prorated amount of sick time placed into their sick bank based on their letter of appointment and the bank will be reset each April 1st thereafter based upon their letter of appointment and accessed based upon their scheduled days of work.

Temporary

- Temporary full-time staff will accrue sick leave at the rate of 1.5 days per month to a maximum of eighty-five (85) days.

- Temporary part-time staff will accrue sick leave at the rate of 1.5 days per month on a pro-rated basis, based on their letter of appointment to a maximum of eighty-five (85) days.
- Casual staff will accrue sick leave credits on a pro-rated basis of 1.50 days per month, based on their hours worked each month to a maximum of eighty-five (85) days.
- Sick leave credits will be deducted from the employee's bank, as they are accessed.

5.3 Long-Term Illness

- For long-term illnesses greater than eighty-five (85) working days, out-of-scope staff (except temporary staff) will receive income protection from the 3sHealth Disability Income Plan in accordance with the plan document.
- Temporary out-of-scope staff will receive income protection from the 3sHealth Disability Income Plan in accordance with the applicable plan document.
- Out-of-scope staff will continue to accrue statutory holidays during the first eighty-five (85) days of illness.

Further details are available from 3sHealth's Employee Benefits Department and from 3sHealth's website, www.3shealth.ca.

5.4 Bereavement Leave

- Bereavement Leave shall be up to five (5) paid days for permanent full-time, part-time and temporary out-of-scope staff without loss of pay for the death of an immediate family member.
 - A member of the immediate family is defined as the employee's spouse, common-law partner, parent, child or sibling; the employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents, grandchildren, aunt, uncle, niece and nephew.
 - Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.
- Casual staff have access to up to five (5) days of scheduled days of work.
- Bereavement leave can be extended up to 2 additional days for travel with the approval of the manager.
- Up to one day for the death of another relative or close friend may be granted.
- Extenuating circumstances may require flexibility in the application of this policy on the part of the manager/supervisor in consultation with Human Resources.

5.5 Jury Duty Leave

Out-of-scope staff are eligible to receive normal wages for jury duty or when acting as a witness on behalf of the employer. Any payment received from the court must be reimbursed to the employer.

5.6 Civic Duty Leave

- Out-of-scope staff elected to public office shall be granted an unpaid leave of absence for the length of the term held in public office. Upon return, the individual will be employed in the same or comparable position.

- Employees are entitled to an unpaid leave of absence during the nomination and candidacy period of an election.

5.7 Military Leave

- An individual who is a reservist (a member of a military reserve force; otherwise a civilian who has a career outside the military during peace-time) may require an unpaid leave of absence for the purpose of attending courses or training or participating with the Canadian Armed Forces in a military exercise or deployment in domestic or overseas operations.
- Upon return, the individual will be employed in the same or comparable position.

5.8 Education Leave

- Out-of-scope staff may be granted an unpaid leave of absence to continue their education for the mutual benefit of themselves and the health system, as approved by the employer.
- Upon return, the individual will be employed in the same or comparable position.

5.9 Secondment Leave

A secondment is the temporary assignment of an out-of-scope staff member for a specific period of time, to or from an external employer, to work on a project or assignment.

5.10 Maternity Leave

- Out-of-scope staff are entitled to a maternity leave of absence for a total of twelve (12) months.
- Staff accessing maternity leave will have their salary topped up to 90% of salary for a maximum of sixteen (16) weeks, based upon employment insurance eligibility. Saskatchewan Health Authority will fully top-up salary for the one (1) week waiting period up to 90% of salary.

Exception: Top-up does not apply to casual employees.

- In-scope employees that are temporarily filling an out-of-scope position will be eligible for this benefit during their temporary appointment only.

5.11 Adoption Leave

- Out-of-scope staff who are the primary caregiver of an adopted child are entitled an adoption leave of absence without pay for a total of twelve (12) months.
- In-scope employees that are temporarily filling an out-of-scope position are eligible for this benefit during their temporary appointment only.

5.12 Parental Leave

- Out-of-scope staff who are the parent of a newborn child or newly adopted child and are not entitled to maternity or adoption leave, are entitled to parental leave without pay to a maximum of twelve (12) months.
- In-scope employees that are temporarily filling an out-of-scope position will be eligible for this benefit during their temporary appointment only.

5.13 Unpaid Leave of Absence (LOA)

- Out-of-scope staff are eligible for unpaid LOA upon approval by their manager/supervisor in consultation with Human Resources.
- Unpaid LOA cannot significantly impact operations, as determined by the employer.
- Entitlement during unpaid leaves of absence:
Out-of-scope staff on an unpaid leave of absence of greater than thirty (30) consecutive days shall be entitled to earn vacation and statutory holiday pay for the first thirty (30) days.

6. Benefit Plans

Pro-rated Benefit Entitlement

- Out-of-scope employees who work less than the standard full-time hours of work will be entitled to the terms outlined in the SHEPP and 3sHealth Plans on a pro-rated basis, in accordance with the terms of the benefit plans.
- Informational brochures outlining the individual benefit plans and eligibility requirements are available from your Human Resource or Payroll/Benefits department. Information may also be viewed at www.3shealth.ca.

3sHealth Group Life Insurance Plan

The Group Life Insurance plan provides staff with basic life insurance and basic accidental death and dismemberment insurance. The employer provides premium payment for the first \$25,000 of life insurance coverage.

3sHealth Core Dental and Enhanced Dental Plan

The Dental Plans provide coverage for eligible staff and their dependents for dental services. The employer is responsible for all premiums related to the plans.

3sHealth Disability Income Plan

The Disability Income Plan is designed to protect plan members from a complete loss of income due to a total disability. The employer is responsible for payment of 50 % of the employee's premiums related to this plan.

3sHealth Extended Health Care Plan

This benefit provides reimbursement against the cost of eligible medical services and supplies, where there is only partial or no coverage through our provincial health plan.

Saskatchewan Healthcare Employees Pension Plan (SHEPP)

SHEPP is a defined benefit plan that provides a pension based upon a formula. The employer contributes 112 % of the employee contribution.

Other Pension Plans

- CIVIC Pension Plan/Disability Plan
- Public Service Superannuation Plan (PSSP)
- Public Employees' Pension Plan (PEPP)
- Local Authorities Pension Plan (LAPP)

Flexible Spending Plan-Health (non-taxable) or Lifestyles (taxable) Spending Accounts

The Flexible Spending Plan provides a specific amount annually that can be accessed to support your health and lifestyle choices.

Employee and Family Assistance Program (EFAP)

Employees of participating employers and their dependent family members have access to a variety of professional support services and tools under our Employee and Family Assistance Program.

7. Workers' Compensation

- 7.1** When an out-of-scope employee is injured in the performance of his/her duties, or is absent as a result of an accident, occupational illness, or disease in connection with the employee's employment and the accident or illness is compensable under the provision of *The Workers' Compensation Act* the following applies:
- 7.2** For the first calendar year following injury, the employee will receive normal net pay from the employer and any benefits payable from Workers' Compensation shall be paid directly to the employer on behalf of the employee. Employees shall continue to accrue vacation credits for the first year and maintain coverage under the employee benefit plans.
- 7.3** After one year from date of injury, the employee will receive payments directly from Workers' Compensation and the top-up portion by the employer ceases.
- 7.4** Permanent employees do not accrue vacation in the second or subsequent years.
- 7.5** Temporary employees do not accrue vacation or sick leave in the second and subsequent years.

8. Vacation

8.1 Vacation Year

The vacation year follows the fiscal year cycle. This is the period of time commencing April 1st each year and concluding March 31st of the following year and is to be used for the purposes of scheduling vacation time.

8.2 Accrual of Vacation

Out-of-scope staff earn vacation credits on a monthly basis and commensurate with length of service as follows:

- Initial Hire – 4 weeks (20 days) per vacation year
- Beginning the 5th year of employment – 5 weeks (25 days)
- Beginning the 15th year of employment – 6 weeks (30 days)
- These amounts are prorated for part-time, temporary and casual staff based on hours worked.

8.3 Vacation Rate of Pay

Vacation pay will be at the employee's annual salary at the time vacation is taken.

8.4 Scheduling of Vacation

- Staff shall discuss their annual vacation plan with their supervisor/manager where possible in advance of the vacation year.
- Vacation requests are subject to the approval of the employee's supervisor/manager and approval is based on the operating requirements of the department.
- Changes to the vacation plans are to be determined by the supervisor/manager and the employee. Vacation may be taken as it is accrued.

8.5 Carry Over of Vacation

- A maximum of five (5) days carry over is permitted from one vacation year to the next with supervisor/manager approval.
- This carry over is to be used in the next vacation year.
- In extenuating circumstances greater than five (5) days may be carried over (e.g., leaves of absence, maternity, education, etc.) with the approval of the Vice President for Human Resources or designate.

8.6 Payout of Unused Vacation

- As a general rule, the payout of vacation will not be permitted.
- Exceptions to this rule shall require the written approval of the Vice President for Human Resources or designate.
- Prior to or during vacation, out-of-scope staff on vacation leave who suffer a major illness or accident which results in the individual being confined under a physician's care or hospitalized, may have their vacation time reversed to sick leave subject to approval of the appropriate employer designate.
- Other approved leaves granted during the actual vacation period may result in the vacation time being reversed. For example:
 - Personal Leave
 - Jury Duty
 - Bereavement Leave

8.7 Cancellation of Scheduled Vacation

Where the employer requires an out-of-scope staff member to cancel their pre-approved, pre-scheduled vacation, the employer will reimburse the individual for unrecoverable expenses incurred related to the vacation where supported by receipts or other satisfactory proof as determined by the employer.

8.8 Resignation/Retirement

- A resignation/retirement date will not be extended by scheduling vacation. A payout of vacation will occur following the last scheduled day worked.
- Benefits cease to exist on the last day an employee is actively at work.
- Employees are encouraged to provide a minimum of thirty (30) calendar days' notice.

9. Deferred Salary Leave Plan

- 9.1** The Deferred Salary Leave Plan (DSLPL) is designed to enable out-of-scope staff to plan and finance a future leave of absence with income protection.
- 9.2** The plan offers staff the advantage of saving funds of up to 33 % of their basic salary.
- 9.3** To offer this tax advantage, the DSLP must operate within the Income Tax Regulations.
- 9.4** Requests for participation in the plan are to be submitted in writing on the DSLP Application.

10. Portability of Benefits between Saskatchewan Health System Employers

(Saskatchewan Health Authority, Saskatchewan Cancer Agency, Saskatchewan Association of Healthcare Organizations Inc., 3sHealth, Affiliates)

- 10.1** Sick Leave – sick leave credits do not port from employer to employer between Saskatchewan Health Authority and the Saskatchewan Cancer Agency, 3sHealth (section 5.2 for sick leave application).
- 10.2** Vacation Leave – incoming staff will port accrual rate and service time for establishing progression to next vacation accrual rate to the new employer. Previously earned credits may be paid out to the employee or may be transferred to the new employer.
- 10.3** Scheduled Days Off (SDO) – days not used by the termination date are lost and are not portable. The new employer allocates a prorated amount upon hire based on the remaining months in the fiscal year. Refer to section 2 for SDO application.

Recognition of previous experience for vacation benefits:

- 10.4** The vacation accrual for new hires is four (4) weeks (see section 8).
- 10.5** Recognition of previous experience may qualify the new hire for placement at 5 or 6 weeks accrual and will be determined by the employer and approved by the Vice President, Human Resources or designate.
- 10.6** Recognition of previous experience will establish progression to the next level of vacation accrual to a maximum of six (6) weeks.

Re-hire of Retirees Vacation Accrual recognition

- 10.7** Where the employer permits the re-hiring of retirees, re-hired retirees will be eligible to commence vacation accrual vacation credits based upon their accrual rate at time of retirement if re-hired within 60 calendar days of their retirement.

11. On-Call Designation and Compensation

11.1 All out-of-scope front line operational managers or other out-of-scope personnel who are required by their employer to participate in approved front line operational call rotation will be compensated as follows:

11.1.1 These staff are eligible for compensation through this policy as follows:

- Weekdays - \$55/day based on 16 hours of “on-call”
- Weekends and Statutory Holidays - \$110/day based on 24 hours of “on-call”

11.2 Weekend is defined as Saturday 12:00 a.m. – Sunday 12:00 p.m.

11.3 As necessary, compensation will be paid proportionately if an on-call period is split between two or more staff.

11.4 Vice-Presidents (or equivalent) and Executive Directors/Directors (or equivalent) (at the Saskatchewan Health Authority’s discretion) are not eligible for compensation.

12. Shift Premium/Weekend Premium (see Human Resources Administration Manual)

12.1 Out-of-scope employees who are required to work a weekend shift shall be paid a weekend premium of \$1.25 per hour for each hour worked between 0001 Saturday and 2400 Sunday.

12.2 The immediate supervisor will provide written authorization to Payroll for each out-of-scope employee designated to receive payment of the weekend premium.

12.3 Upon receipt of authorization, Payroll will input applicable parameters in the payroll system to enable payment of the weekend premium when coded on the Work Record.

13. Northern Benefits

13.1 Special provisions for northern out-of-scope staff have been developed for recruitment and retention purposes. These provisions are applicable to out-of-scope staff employed in the communities listed below.

13.2 Provisions include;

- Mileage reimbursements for four (4) round trips for health care from each location to the nearest center where the service is available.
- Five (5) days special northern leave per calendar year plus mileage reimbursement for a round trip relating to special northern leave for full-time staff. This benefit is prorated for part-time staff based upon their letter of appointment.
- In extenuating circumstances a carryover of five (5) days may be allowed by the approval of the Vice President, Human Resources or designate. Such carry over must be taken during the next fiscal year.
- Six (6) days of personal leave rather than the standard five (5) days

- Fifteen (15) hours of medical care leave annually
- Annual Retention Payment: \$5600 for the following locations. Bi-weekly Northern Allowance: \$215 for the following locations;
 - La Loche
 - Ile a la Crosse
 - Pinehouse
 - Sandy Bay
 - Buffalo Narrows
 - Cumberland House
 - Beauval
- Annual Retention Payment: \$3700 for the following locations; Bi-weekly Northern Allowance: \$150 for the following locations;
 - Creighton
 - Green Lake
 - La Ronge

14. Retirement, Termination (Resignation and Status Change)

14.1 Termination/Resignation

Employees are encouraged to give as much notice of termination/resignation as possible. The requested notice period for resignation is as follows:

- Permanent employees who wish to resign are requested to provide a minimum of thirty (30) calendar days' written notice unless otherwise agreed upon.
- Term, casual and employees on probation who wish to resign are requested to provide a minimum of fourteen (14) calendar days' written notice unless otherwise agreed upon.
- Upon resignation, all benefits with 3sHealth will cease on the last day worked. Any unpaid approved time-in-lieu (excluding Scheduled Days Off) and any unused earned vacation time will be paid out and the employee will be terminated from the payroll system on the last day worked.
- Last day worked is defined as: the final day when paid work is performed.

14.2 Retirement

- Employees planning to retire shall advise their supervisor in writing, three months in advance of the retirement date. Upon notification, the employees' supervisor will complete a Payroll and Benefits change form.
- Employees are encouraged to contact their Payroll/Benefits technician to discuss their various options regarding retirement. This will ensure a smooth transition to retirement.
- Upon retirement, all benefits with 3sHealth will cease on the last day worked. Any unpaid approved time-in-lieu (excluding Scheduled Days Off) and any unused earned vacation time will be paid out and the employee will be terminated from the payroll system on the last day worked. Last day worked is defined as: the final day when paid work is performed.

15. Interpretation

Interpretation inquiries should be directed to Human Resources.

Supporting Documents

Provincial Out-of-Scope Compensation Guide

Provincial Out-of-Scope Job Evaluation Maintenance Plan

Approval date: December 4, 2017²

Approved by: Chief Executive Officer

Number: SHA-06-001

² Minor editorial revisions December 13, 2017