

OPS FACT SHEET

Fixed Term Employee

This Fact Sheet provides information on specific sections of the Collective Agreement that directly impact AMAPCEO-represented fixed-term (FXT) employees. For more details on all fixed-term employee rights and benefits please refer to the FXT Articles contained within the AMAPCEO [OPS Collective Agreement](#).

Vacation

As a fixed-term employee, you receive 1¼ vacation days per full month of service. The Employer provides the accrued credit amounts in your WIN profile.

However, you must wait until you have completed six (6) months of service before seeking approval to use your accrued vacation credits. Your manager may consider operational requirements in approving your requests, but approval should not be unreasonably withheld.

Annual Merit Increases

If you are below the maximum of your salary range, then, as a fixed-term employee, you are entitled to a 0-5% merit increase on your employment anniversary date. The anniversary date is the first day of the month closest to the appointment date of your current fixed-term position. Should you be given a satisfactory performance rating by your manager, you are entitled to a 3% merit increase.

In the event that a merit increase would bring you above your salary maximum, the salary will increase to the top of the salary range, and the difference between the increase and the maximum will be paid out as a lump sum payment.

If you are at the maximum of your salary range, or are red-circled above the maximum of your salary range, you are not entitled to a merit increase.

Attendance Credits and Sick Leave

You are entitled to earn attendance (sick) credits of 1¼ days for each full month that you are at work or are on vacation, bereavement, or jury/witness leave. You are entitled to use your accumulated attendance credits only in the event that you are unable to attend to your duties by reason of illness or injury.

If you are a part time fixed-term employee, you will earn a pro-rated portion of the attendance credits based on the ratio that your weekly hours of work bear to full time employment.

Should you become ill or are injured, you are entitled to leave of absence with pay at the rate of one working day for each day of your accumulated attendance credits.

After you have been absent for seven (7) consecutive calendar days, no additional leave with pay will be allowed unless a certificate of a legally qualified medical practitioner is forwarded to your manager or designee, certifying that you are unable to attend to your official duties.

There is no maximum to the amount of attendance (sick) credits that can be accumulated under the provision, but should you be appointed to a regular (permanent) AMAPCEO position, these credits will cease to stand, and you will then be entitled to the regular Short Term Sickness Plan (STSP) credits under Article 37.

Option to Opt In for Health and Dental Benefits

As a fixed-term employee, you receive 4% of pay in lieu of the Supplemental Health and Hospital plan (which covers prescription drug costs, hospital accommodation and paramedical expenses, vision care and hearing aids) and the dental benefits plan.

Effective January 1, 2015, you now have the option of enrolling in the Supplemental Health and Hospital plan (with optional vision care and hearing-aids coverage) and the Dental benefit plans.

You may choose to enroll in either single or family Supplemental Health and Hospital plan coverage, with or without optional vision, hearing aid, or dental plan coverage. The total cost of enrolment depends on the level of coverage you select and whether you choose individual or family coverage.

By opting in to the Supplemental Health and Hospital plan, you are responsible for 100% of the monthly premium costs and will automatically be enrolled in the employee-paid Catastrophic Drug Coverage (CDC) plan, which provides 100% coverage for eligible drug expenses above an annual threshold of \$10,000. If you chose to opt in, coverage remains in effect for the duration of the fixed-term contract, not interrupted by a break greater than 13 weeks.

You will only have 31 calendar days from the date of your fixed-term appointment to opt-in or enroll in the plans.

For more information, please consult the Employer's fact sheet on *Insured Benefits for AMAPCEO-Represented Fixed-Term Employees* found on the HR Ontario Services portal.

NOTE: Enrolment in the insured benefits plan will not affect your entitlement to receive payment-in-lieu of benefits under article FXT 10.1.

For more information on the Supplemental Health and Hospital and Dental benefit plans, please see Articles 34 and 35 of the [OPS Collective Agreement](#) and the AMAPCEO [Guide to Your Benefits](#).

Conversion of Your Position

If you have been working in the same position for at least 18 months, you are entitled to be converted into the regular service (made permanent) if the following conditions are met:

- You competed for and won the position;
- There continues to be a need for that work to be performed for at least 12 more months;
- There is no home incumbent for the position (i.e., you are not backfilling in the position); and
- The position has cleared surplus (i.e., there are no surplus employees who have been deemed qualified to be directly assigned into the position).

If you believe you should have been converted into the regular service, you may contact a Workplace Representative.

Emergency Leave

As a Fixed Term Employee, you are eligible to personal emergency leave entitlements under the Employment Standards Act. Under the Act an employee is entitled up to ten (10) days of personal emergency leave each year. The first two (2) of these personal emergency leave days are paid [ss.50(5)]. This personal emergency leave is available for personal illness, injury or a medical emergency / death / urgent matter relating to yourself, a spouse, a parent, an immediate family member or a relative who is dependent on you for care and assistance.

Pregnancy and Parental Leave

As a Fixed Term Employee, you are not eligible to receive salary "top-up". Fixed Term Employees who opted in to the health plan will continue to receive access to supplemental health and dental insurance provided they continue to pay the premiums. Following the

leave, there is no guarantee that a fixed term employee will be rehired once they complete their contract or return from their leave.

Option to Opt In to the Pension Plan

Within the first thirty (30) days of the start of your contract, you have the option of joining the Public Service Pension Plan (PSPP), one of two defined-benefit pension plans open to OPS employees (the other is OP Trust, which is open only to employees in positions represented by the Ontario Public Service Employees' Union or OPSEU). More information can be found on the [Ontario Pension Board website](#).

Termination of Employment

As a Fixed Term Employee, the employer can terminate your employment at any time with a minimum two (2) weeks notice, or pay in lieu thereof.

You may be entitled to a minimum sixteen (16) weeks notice, or pay in lieu thereof if one of the following circumstances applies:

- An original contract is greater than 12 months;
- A series of contracts go beyond 12 months;
- An original contract for 3 months or more, has been extended by 3 months or more;
or
- An original contract of less than 12 months is terminated prior to the prescribed end date agreed upon.

Note, the employer may choose to provide the notice period when a contract is being offered or when a contract is being extended.

Questions?

Please contact a [Workplace Representative](#). A complete list of Workplace Representatives can be found on the AMAPCEO website at amapceo.on.ca. Keep in mind that you are not restricted to a Workplace Representative in your particular ministry.