

## 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 accrue 1 ¼ vacation days per full month of service. This yields 15 days (3 weeks) per year. Note that if you take unpaid leave in a given month, you won't accrue vacation credits for that month.

Before being able to use accrued vacation time, you need to complete 6 months of service.

When requesting vacation time off, your manager may consider operational requirements, but approval may not be unreasonably withheld.

### **Annual Merit Increases**

So long as you are not at the maximum of your salary range, you are entitled to a 0-5% merit increase on your employment anniversary date. A satisfactory performance rating yields a 3% merit increase. Your anniversary date is the first day of the month closest to the appointment date of your current fixed-term position.

If a merit increase would bring you above the maximum of your position's salary range, your 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, you cannot receive a merit increase.

## **Attendance Credits (Sick Leave)**

You earn attendance (sick) credits at the rate of 1 ¼ days for each full month that you are at work (or on a paid leave such as vacation). You are entitled to use your accumulated attendance credits if you are unable to attend to your duties due to 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.

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 number of attendance (sick) credits you can accumulate. Should you be appointed to a regular (permanent) AMAPCEO position, your accumulated credits will be forfeited, and instead you will 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 an extra 4% pay in lieu of benefits. However, you have the option of opting in to the benefits plan.

The Supplemental Health and Hospital plan covers prescription drug costs, hospital accommodation, paramedical expenses, vision care, and hearing aids, and there's also a dental benefits plan.

You may 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, you are responsible for 100% of the monthly premiums. You would also 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 opt in, coverage remains in effect for the duration of the fixed-term contract and any subsequent contracts that are not interrupted by a break greater than 13 weeks. Note that you cannot opt out once you opt in.

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

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

Enrolment in the insured benefits plans will not affect your entitlement to receive the extra 4% pay in lieu of benefits. You will receive that extra pay either way.

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](#).

## **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). More information can be found on the [Ontario Pension Board website](#).

## **Conversion of Your Position from Temporary to Permanent**

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 be converted into the regular service, contact a Workplace Representative.

## **Pregnancy and Parental Leave**

You are entitled to pregnancy and parental leave. You are not entitled to the salary “top-up”, which means your income during the leave will be limited to what you receive from Employment Insurance.

If you opted in to the benefits plans, you will continue to receive access to benefits provided you continue to pay the premiums during your leave.

You should not resign your position to start a pregnancy or parental leave. Rather, you should seek a pregnancy and / or parental leave from your position. If the remainder of your contract is longer than your leave, you are entitled to return to your position after your leave. If your contract expires while you are on leave, the expiry date of your contract becomes your layoff date. This date is important because your two-year access to internal postings is counted from this layoff date.

## Termination of Employment

When you enter a fixed term contract, because it is for a fixed term you immediately know when the contract will end. If your employer sticks to that end date, no further notice of termination is required if your contract is for 12 months or less.

Notice of termination is required where:

- Your contract is for more than 12 months; or
- Your contract is terminated before its term expires; or
- Your employment continues for more than 3 months after your contract ended.

Notice of termination must typically be between 2 and 8 weeks depending on the length of your employment. However, because the OPS is such a large employer, it is subject to a provision in the Employment Standards Act that often requires it to provide 16 weeks of notice. It must provide 16 weeks of notice if it lays off 500 or more employees within a 4 week period.

Your employer may choose to provide notice of termination at the same time a contract is offered or extended.

From your date of layoff you have access to internal postings for 2 years. If you aren't given what you need to access these postings, contact your Recruitment Consultant or HR Advisor.

## Questions?

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