



Private and Confidential

October 19, 2022

[broinjevy321@outlook.com](mailto:broinjevy321@outlook.com)

Dear Broinson,

On behalf of the City of Markham, I am pleased to formally confirm our temporary offer of employment on the terms and conditions as outlined below and on the following pages.

Department:	Recreation
Commission:	Community Services
Initial Home Location(s):	Milliken Mills Community Centre
Home Cost Centre:	502921
Reports to:	Alex Giammarco
Additional Supervisors:	Ryan Hanna, Greg Speed
Status:	Temporary Part-time

Position(s):	Rate:	Cost Centre(s):
PT012 – Facility Maintenance Attendant	\$15.50	509921, 502921
PT027 – Facility Maintenance Attendant 2	\$17.09	503972, 502971
Recreation Training Rate:	Minimum wage (Meetings and/or training will be paid at this rate)	

Start Date for eLearning:	November 1, 2022
Start Date:	November 1, 2022
End Date:	August 31, 2023

Markham is committed to providing accommodations for employees with disabilities. If you require a specific accommodation, please contact me so that arrangements can be made for the appropriate accommodations to be in place. For more details, please refer to the Integrated Accessibility Standards Regulation Policy on the City's intranet site (Checkmark). Your employment is conditional upon your ability to fulfill the essential requirements of the job.

As we have discussed throughout the recruitment process, the City requires anyone joining the City to be fully vaccinated. As a result this offer is conditional upon you providing proof of full vaccination for COVID-19. Upon receipt of the proof of vaccination, we will lift this condition from your offer.

We welcome you to the City of Markham and look forward to working with you.

Sincerely,

Greg Speed on Behalf of Alex Giammarco  
Facility Supervisor  
905-477-7000 ext 4444/ gspeed@markham.ca

## Terms and Conditions of Employment

Your employment is conditional upon the following terms and conditions:

### 1. Policies & Training

The City of Markham is committed to creating a positive work environment. As an employee of the City, you will be expected to read and abide by the Company's policies and procedures which may be revised or adopted in the City's sole discretion from time to time without notice. You further agree to comply at all times with the prevailing provincial and federal laws. A failure to comply with the City's policies constitutes a violation of your employment agreement and may result in discipline or termination.

You are required to successfully complete assigned orientation/training sessions as scheduled/assigned **and as outlined below.**

- **TBD**

If you are a new employee or have had a break in service of greater than nine months, you will be required to complete a portion of orientation training through online through Markham Learn Centre 2.0 at [mlc.markham.ca](http://mlc.markham.ca). Instructions on how to access this training will be sent to your personal email (please check your spam/junk folders) once your offer letter is processed and you will be required to successfully complete them by the assigned due date. Once finished, you will be paid for successfully completing the courses. Course completion will be paid as regular wages and is not eligible for a premium rate (e.g. statutory holiday premium). Failure to complete required orientation and training by the assigned due date may result in discipline up to and including termination of employment.

You have a duty to come to work fit and remain fit to work during your shift. Your employment with the City of Markham will be governed by the *Employment Standards Act* and all applicable City of Markham policies or procedures. You are expected to abide by all legislation, regulations, City policies and procedures of the workplace.

### 2. Hours of Work

The hours are as per the schedule and may increase up to a maximum of 24 hours per week. These hours may fluctuate and may include day, evenings, weekends and public holidays. This letter does not constitute a guarantee of minimum hours, or any hours. Under no circumstances are you allowed to exceed 24 hours per week whether working in this or multiple positions with the City of Markham.

### 3. Entitlements under Employment Standard Act

Statutory Holidays are paid in accordance with *Employment Standards Act (ESA)*. Easter Monday and Civic Holiday are not statutory holidays under ESA. If you are required to work these days, you will be paid at your regular rate.

Vacation Pay is 4% of total wages and is added to each pay. Employees with five or more years of uninterrupted service will receive 6% vacation pay.

Time Off will be granted in accordance with ESA and includes unpaid emergency leave and unpaid vacation.

#### 4. Performance

You are required to successfully complete the three month probationary period and your performance will be reviewed on an ongoing basis throughout your employment. If your performance is not satisfactory, your employment may be terminated.

You may be asked to cover shifts for other positions that you are qualified to perform and will be paid at step one for that position.

#### 5. Pay

Once your employment information has been entered in our Human Resources Information System (EPIC), you will receive a letter from your Supervisor regarding registering for self service. Once registered you will be able to obtain your file (employee) number that is required to track your time electronically.

**You agree to enter your banking direct deposit information into the City's Human Resources Information System (called EPIC) on your first or next shift so that your pay may be deposited directly into your bank account.** A job aid will be provided with step by step instructions on how to enter your banking information.

Your pay will be direct deposited to your bank account bi-weekly. Payroll deposit dates are posted on the City's intranet site and in EPIC. Pay statements will be available for viewing and downloading through EPIC.

You expressly authorize the City of Markham to recoup any overpayment of pay, should there be an instance that occurs during your employment.

You agree, for tax purposes, to allow the basic personal exemption amounts to be used until you have submitted the appropriate tax forms to payroll.

#### 6. Certifications/Licences

You agree to submit, maintain and/or renew required certifications/licenses relevant to your position. You are required to provide the following certifications prior to your first shift.

- **Current Standard First Aid and CPR 'C'**
- **Any additional certifications relevant to the position.**

Further you agree to notify your Supervisor if any of your required certifications expire or terminate. Failure to maintain or advise your Supervisor of the expiry/termination of a certification may result in disciplinary action up to and including termination.

**You agree to submit a current original Vulnerable Sector Check (VSC) approved by the City prior to your first shift.** You agree to notify your Supervisor in writing no later than the first business day following any charges and/or convictions that could impact your ability to perform your duties or at the City of Markham.

You shall notify the City of any charges at the time they are laid. A subsequent conviction on the charge(s) must also be reported at the time it occurs. Failure to do so may result in disciplinary action up to and including termination.

The City is committed to taking every precaution reasonable in the circumstances for the protection of the health and safety of workers from the hazards of COVID-19, and for providing a

safe working environment for our employees and members of the public with whom we interact. The City's offer of employment under this Agreement is conditional on the Employee confirming receipt of the full series of a COVID-19 vaccine approved by Health Canada, with receipt of the final dose at least fourteen (14) days prior to the Start Date. Failure to meet this requirement may result in the immediate revocation of this offer of employment. The Employee must attest to receiving the final COVID vaccine dose and provide the date received. Upon commencement of employment, the employee will be required to provide proof of vaccination by uploading a COVID-19 vaccine receipt to ADP (our Human Resources Information System). Employees are required to upload their vaccine receipt within 24 hours of receiving the vaccine survey from ADP. An employee, who is not able to upload to ADP, must show their direct supervisor proof of vaccination. The employee may also be required to receive any COVID-19 boosters recommended by public health authorities. The City will maintain vaccination disclosure information, including documentation verifying receipt of vaccination, in accordance with privacy legislation. The City will consider accommodation requests for reasons related to a protected ground set out in the Ontario *Human Rights Code* using the City's relevant Exemption Form. All accommodation requests require written proof (e.g. in the case of a request for medical accommodation, medical documentation from a physician or nurse practitioner).

#### 7. Social Media

Employees represent the City and it is an expectation of employment that employees communicate in a manner which is courteous and avoids behaviours or attitudes which are rude, provocative, disruptive or discriminatory against the City, colleagues or members of the public. Employee statements are expected to be representative of the City and employees must exercise caution in expressing personal opinion.

#### 8. Use of Employee Personal Information

The City of Markham is committed to protecting the privacy and security of our employees' personal information. Personal information provided by you is collected under the authority of the Municipal Act and will be used only in connection with the administration of your employment. Inquiries about the collection of personal information should be directed to the Human Resources Department, City of Markham, 101 Town Centre Boulevard, Markham, Ontario at 905-477-7000 ext. 3860 or at [hrinfo@markham.ca](mailto:hrinfo@markham.ca).

#### 9. Employment – End of Employment Relationship

Your position will end on the date indicated on this contract or an earlier date if required due to operational needs or if there is insufficient registrations to proceed with the program/service related to this position.

If the City of Markham terminates your employment for reasons other than just cause, you will be entitled to only such minimum notice (or pay in lieu of notice) and severance pay as applicable under the Ontario *Employment Standards Act, 2000*.

After your employment ends, a Record of Employment (ROE) will be submitted electronically to Service Canada. A ROE may be requested through payroll at any time during your employment.

#### 10. OMERS

Membership in the OMERS Pension Plan is voluntary for your position and eligibility to participate is based on meeting the OMERS eligibility requirements in the previous two calendar years.

If you have worked for another OMERS participating employer in the previous two years and wish for Markham to consider this for the purposes of OMERS eligibility, you agree to email the City of Markham's Human Resources [HRinfo@markham.ca](mailto:HRinfo@markham.ca) with written confirmation from a previous OMERS employer of hours and earnings worked no later than December 31 of this calendar year. In failing to do so, you understand that the City of Markham will only consider work at the City of Markham in determining eligibility of OMERS membership and release the City of any future responsibility of omission period costs that may be charged by OMERS. Once it has been determined that you have met the enrolment criteria, enrolment will begin on a go forward basis. Otherwise, eligibility will be based on hours and earnings worked at the City of Markham. To view the listing of OMERS participating employers, go to [http://www.omers.com/pdf/Employer\\_Listing.pdf](http://www.omers.com/pdf/Employer_Listing.pdf).

**Effective January 1, 2023**, you may elect to join the OMERS Plan at any time. More information regarding enrolment into the OMERS Pension Plan will be forwarded to you as a separate package as soon as it is available from OMERS.

You can also go to [www.omers.com](http://www.omers.com) to obtain more information on the OMERS Pension Plan.

#### 11. Confidentiality

- a) You agree to access only such Confidential Information as is necessary to carry out your employment duties, and to use such Confidential Information only for the purpose of carrying out your employment duties. You agree not to use Confidential Information for your personal benefit, or for the benefit of any other person.
- b) You agree to secure, properly store or properly dispose of all Confidential Information (including hard copies, electronic documents, or information in any other form) to which you have access. You agree not to disclose, release, discuss, make known or permit any person, other than those properly entitled, to inspect or have access to Confidential Information obtained as a result of your employment duties, except with the written permission of Markham, or as required by law. When in doubt as to whether information is Confidential Information or can be disclosed, you agree to withhold such information until you have established that such disclosure is authorized by the proper authority. At the end of your employment (or at any time upon request by Markham), you agree to return to Markham or destroy, as directed by Markham, all Confidential Information in my possession.
- c) You agree to abide by the formal procedures established by Markham in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, when a request for the disclosure of information is made by the public.
- d) You agree to disclose all Developments to Markham. You hereby waive all your moral rights in all Developments, and hereby transfer and assign all of your rights and interests (including but not limited to copyright, patent, trade-mark and trade secrets) in all Developments exclusively to Markham and, as required by Markham, will protect Markham's interests in such Developments. You understand that "Developments" includes every computer program, marketing program, hardware, design, documentation, improvement, process, technique or procedure which is in any way related to Markham's business or operations and which is developed, invented or written by you alone or together with others during the course of my employment or at any time using Confidential Information.
- e) You agree to promptly report all violations or suspected violations of these terms and conditions to your supervisor or to the Human Resources Department.
- f) You acknowledge and understand that non-compliance with this Confidentiality Agreement will result in disciplinary action up to and including termination of employment, as well as possible criminal and/or civil actions.
- g) This Confidentiality Agreement shall be governed by the laws of the Province of Ontario. This Confidentiality Agreement shall be effective as of the date signed below, and shall continue to apply until such time as Markham otherwise advises you in writing.

By signing below, you are representing that you have read and understood the terms of this agreement, and voluntarily accept the terms and conditions of employment set out above. By accepting this offer of employment, I expressly provide consent to receive communication regarding the OMERS Plan from the City of Markham electronically.

Please indicate your acceptance by signing a copy of this letter in the space provided below on or before four business days after which date, this Offer shall be considered void.

Signature: \_\_\_\_\_  
Broinson Jeyarajah Date

**Please sign and scan back a legible PDF copy of this offer letter. If you are unable to scan a signed PDF copy back to us, kindly respond to this email accepting this offer.**

Please note that by accepting this temporary offer of employment via email or typed signature, you acknowledge, agree to, and confirm that you understand that this acceptance has the same effect as if you were to execute an original copy of this offer. It is your responsibility to provide an original signed letter prior to commencing your next shift.

☐ I confirm that I have received the final dose of the COVID vaccine.

Please provide the date received: \_\_\_\_\_ (Month/Day/Year).  
**Vaccine receipt must be uploaded within 24 hours of receiving the COVID vaccine survey from ADP. If you are not able to upload to ADP, please show proof of vaccination to your Supervisor.**

Individuals with valid medical or other human rights-based exemptions will be considered for appropriate accommodation within the vaccination policy. Please contact Elaine Etcher (eetcher@markham.ca) in Human Resources if you have an exemption.

Thank you for taking the time to review and sign your contract and complete the information below. Your Supervisor will verify the information and will then forward to the Human Resources Department for processing. Please note that it may take up to 15 business days for your first pay for this contract.

**New employees - Please complete the following information (please print neatly):**

Social Insurance Number (SIN): \_\_\_\_\_

**Please submit a copy of your SIN card or letter with your signed offer letter. Your contract cannot be processed until a copy of your SIN card or letter is received.**Legal Name (as shown on SIN): \_\_\_\_\_  
First Name Middle Name(s) Last Name(s)

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Cell #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Gender: Female ☐ Male ☐ Prefer Not to Specify ☐

If you do not identify with the options provided and wish to disclose in confidence, please contact your Human Resources Consultant (x 2148) to provide further details or information.

Birth Date (day-month-year): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
D D M M Y Y Y Y

Emergency Contact Name: \_\_\_\_\_

Relationship with Emergency Contact: \_\_\_\_\_

Emergency Contact Number(s): \_\_\_\_\_



Ministry of Labour, Training and Skills Development

# Employment Standards in Ontario

The *Employment Standards Act, 2000* (ESA) protects employees and sets minimum standards for most workplaces in Ontario. **Employers are prohibited from penalizing employees in any way for exercising their rights under the ESA.**

## What you need to know

### Public holidays

Ontario has a number of public holidays each year. Most employees are entitled to take these days off work and be paid public holiday pay. Visit [Ontario.ca/publicholidays](https://ontario.ca/publicholidays).

### Hours of work and overtime

There are daily and weekly limits on hours of work. There are also rules around meal breaks, rest periods and overtime. Visit [Ontario.ca/hoursofwork](https://ontario.ca/hoursofwork) and [Ontario.ca/overtime](https://ontario.ca/overtime).

### Termination notice and pay

In most cases when terminating employment, employers must give employees advance written notice of termination or termination pay instead of notice. Visit [Ontario.ca/terminationofemployment](https://ontario.ca/terminationofemployment).

### Vacation time and pay

There are rules around the amount of vacation time and pay employees earn. Most employees can take vacation time after every 12 months of work. Visit [Ontario.ca/vacation](https://ontario.ca/vacation).

### Leaves of absence

There are a number of job-protected leaves of absence in Ontario. Examples include sick leave, pregnancy leave, parental leave and family caregiver leave. Visit [Ontario.ca/ESAGuide](https://ontario.ca/ESAGuide).

### Minimum wage

Most employees are entitled to be paid at least the minimum wage. For current rates visit [Ontario.ca/minimumwage](https://ontario.ca/minimumwage).

### Other employment rights, exemptions and special rules

There are other rights, exemptions and special rules not listed on this poster, including rights to severance pay and special rules for assignment employees of temporary help agencies.

Subscribe to our newsletter and stay up to date on the latest news that can affect you and your workplace. Visit [Ontario.ca/labournews](https://ontario.ca/labournews).

Learn more about your rights at:

**[Ontario.ca/employmentstandards](https://ontario.ca/employmentstandards)**

**1-800-531-5551 or TTY 1-866-567-8893**

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