

SECONDMENT AGREEMENT

B E T W E E N:

MIDDLESEX LONDON HEALTH UNIT

(“MLHU”)

- and –

ADDICTION SERVICES THAMES VALLEY

(“ADSTV”)

- and –

SOUTHWEST ONTARIO ABORIGINAL HEALTH ACCESS CENTRE

(“SOAHAC”)

WHEREAS in response to the opioid crisis in London and Middlesex County and in neighbouring First Nations, ADSTV and SOAHAC are each establishing a Rapid Access to Addiction Medicine (RAAM) clinic;

AND WHEREAS MLHU received a full-time secondment request from ADSTV and SOAHAC for a Nurse Practitioner to work in their RAAM clinics until sustainable staffing can be put in place;

AND WHEREAS the parties wish to arrange for the secondment of MLHU employee Julie German, a Nurse Practitioner (the “Secondee”) to ADSTV and SOAHAC for a period of time and wish to do so under the terms outlined in this Agreement;

AND WHEREAS the Secondee is covered by the collective agreement between the Ontario Nurses Association (ONA) and MLHU at all periods of time during the operation of this Agreement;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The parties agree that the Secondee will be seconded by the MLHU to work in ADSTV’s RAAM clinic 3 days per week and in SOAHAC’s RAAM clinic 2 days per week from June 21, 2018 until December 31, 2018 in accordance with the terms of this Secondment Agreement.
2. This Agreement shall automatically expire on December 31, 2018 unless an extension is negotiated amongst the parties no later than November 30, 2018.
3. The parties agree that, during the term of this Agreement and any renewal thereof, the Secondee shall at all times remain an employee of MLHU and shall not be an employee of ADSTV or SOAHAC. The parties agree that no terms contained in this Agreement shall

be construed or interpreted as creating an employment relationship between the Secondee and ADSTV or SOAHAC.

4. MLHU acknowledges that it bears the responsibility for paying the Secondee's compensation, providing the Secondee's employment benefits, and withholding and remitting any and all statutory and required withholdings from the Secondee's earnings.
5. Until December 31, 2018, MLHU shall invoice ADSTV for 0.6FTE of the Secondee's compensation, benefits and payroll costs on a monthly basis and the remaining 0.4FTE shall be allocated by ADSTV to SOAHAC with financial support from MLHU. ADSTV will pay MLHU's invoices within 30 days of their receipt.
6. In the event that the secondment is extended beyond December of 2018, MLHU will invoice ADSTV for the full 1.0FTE of the Secondee's compensation, benefits and payroll costs.
7. Prior to commencement of the secondment, ADSTV and SOAHAC must provide MLHU with a copy of all policies that the Secondee will be required to follow during the secondment. MLHU will provide those policies to the Secondee for review and acknowledgement.
8. During the secondment:
 - (a) ADSTV will provide both administrative and clinical supervision of the Secondee and will direct her day to day work;
 - (b) The Secondee will report to the Program Lead, Harm Reduction at MLHU. Any concerns or accolades regarding the Secondee's work, conduct, *etc.* during the Secondment shall be directed to MLHU's Program Lead, Harm Reduction to address with the Secondee as necessary;
 - (c) The Secondee will be scheduled to work 35 hours per week or, based on RAAM clinic requirements, 70 hours per two week period within the hours of 7:30 a.m. to 10:00 p.m. Monday to Friday and 8 a.m. to 5:00 p.m. on Saturday;
 - (d) While MLHU is providing financial support of .4 FTE, any overtime work or call in shifts for the Secondee must be approved in advance by MLHU's Program Lead, Harm Reduction;
 - (e) ADSTV and/or SOAHAC will retain records tracking the Secondee's attendance and absences and the reason for such absences. These records must be submitted to MLHU on a biweekly basis or as otherwise requested;
 - (f) The Secondee must receive a meal break of any least ½ hour or two unpaid 15 minute breaks for every five hours of work. The Secondee must also receive one 15 minute rest period for each half of a working day at approximately mid-way through the half shift;
 - (g) ADSTV must advise MLHU of any Secondee shift that is cancelled with less than 24 hours notice to the Secondee or if a shift of 3 hours or more is cancelled after the Secondee reports for duty;

- (h) The Seconded will be granted holidays on Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and 1 float holiday (if not already used by the Seconded in 2018 prior to the secondment);
 - (i) The Seconded will be permitted to take vacation in accordance with her already approved vacation requests for the remainder of 2018. MLHU will advise ADSTV and SOAHAC of the approved dates, which may be changed based on the RAAM clinics' operational needs with the Seconded's agreement. Any other requests for time off during the secondment will be submitted to MLHU's Program Lead, Harm Reduction and granting such requests will be subject to ADSTV and SOAHAC's operational requirements.
 - (j) The Seconded will be directed to claim from the MLHU any required mileage and parking expenses incurred because of her secondment duties in accordance with the MLHU's current applicable policies or guidelines. Such expenses will be invoiced to ADSTV;
 - (k) ADSTV and SOAHAC will fully cooperate with the MLHU in gathering information and responding to any grievance filed by ONA relating to the secondment and will fully cooperate in any arbitration proceeding relating to the secondment;
 - (l) The Seconded will be directed to send any leave of absence requests to MLHU's Program Lead, Harm Reduction. MLHU will advise ADSTV and SOAHAC of any leave of absence granted to the Seconded during the secondment, recognizing that such leaves may be disruptive to ADSTV and SOAHAC's ability to operate their RAAM clinics and such leaves should be delayed until after the conclusion of the secondment if feasible;
9. During and after the term of this Agreement, absent express authorization otherwise, the Seconded will be required to maintain the confidentiality of all confidential information or materials relating to the business, services, patients, directors, officials or employees of MLHU, ADSTV and SOAHAC.
10. At the end of the secondment, the Seconded will be required to immediately return to ADSTV and SOAHAC all documents, materials or other property provided to the Seconded by ADSTV or SOAHAC for the purposes of the secondment.
11. Clauses 9 and 10 shall survive the expiration or termination of this Agreement.
12. This Agreement may be terminated before the end of the secondment upon written agreement of all parties, or upon any party providing at least 30 calendar days written notice of early termination to the other parties. No claim shall be made against any party by reason of the early termination of this Agreement.
13. This Agreement represents the entire agreement of the parties, and no other undertaking or agreements, verbal or otherwise, exist between the parties except as expressly set out in this Agreement. The MLHU will be entering into a separate letter of understanding with ONA, which shall not be inconsistent with the content of this Agreement.
14. In the event that, in any legal proceeding, it is determined that any part of this Agreement is invalid or unenforceable, that part shall be deemed to be severed from the remainder of

this Agreement for the purpose only of the particular proceeding. This Agreement shall, in every other respect, continue in full force and effect.

15. This Agreement shall be construed in accordance with the laws of the Province of Ontario.
16. The parties acknowledge and agree that the terms of this Agreement are confidential and shall not be disclosed, in whole or in part, to any third party, except to any of the parties' legal counsel or financial advisors, or as otherwise required by law.
17. The parties acknowledge that they each had the opportunity to obtain independent legal advice concerning this Agreement prior to its execution.

The signatures below indicate that the parties have agreed to the terms and conditions as outlined in this agreement.

Dr. Chris Mackie
MOH / CEO
Middlesex-London Health Unit

Date

Linda Sibley
Executive Director
Addiction Services Thames Valley

Date

[Name]
[Position]
Southwest Ontario Aboriginal Health Access Centre

Date