

Purpose: The Medicine Hat Library Board recognizes the important role its non-union employees play in the smooth administration of the library.

1. Definitions:

- 1.1. Board: the Medicine Hat Library Board
- 1.2. Collective Agreement: the current collective agreement between the Medicine Hat Library Board and the Canadian Union of Public Employees Local 46 Library Bargaining Unit
- 1.3. Union: the Canadian Union of Public Employees Local 46 Library Bargaining Unit

2. Salaries

- 2.1. Non-union employees will be paid at a competitive rate. To ensure salaries are competitive, a market survey will be conducted a minimum of every three years.
- 2.2. Probationary period will be of a six-month duration, unless otherwise negotiated on hiring, during which a Board negotiated probationary salary will be paid. At the completion of satisfactory probation and on completion of one-year satisfactory employment, the salary will advance as negotiated.
- 2.3. Non-union employees will receive salary increases consistent with union negotiated increases, unless a higher or lower rate is deemed necessary by the Board to ensure competitive salaries or accommodate budgetary restrictions.

3. Benefits

- 3.1. Group Health and Insurance plans shall be the same as those provided to union employees in the Collective Agreement.

4. Working Conditions

- 4.1. Non-union employees shall be entitled to the following annual vacations:
 - 4.1.1. Four (4) weeks from the commencement of service.
 - 4.1.2. Five (5) weeks from the second (2nd) anniversary date to the fourth (4th) anniversary date.
 - 4.1.3. Six (6) weeks from the fourth (4th) anniversary date to the thirteenth (13th) anniversary date.
 - 4.1.4. Seven (7) weeks from the thirteenth (13th) anniversary date onward.
- 4.2. All non-union employees may carry over vacation days equivalent to one (1) year's vacation entitlement.
- 4.3. All lieu days earned should be used the year they were earned. It is understood that lieu time may be earned near the end of the year, therefore, non-union employees may carry over up to fifteen (15) hours lieu time.
- 4.4. Except where otherwise stated, non-union employees shall receive the same consideration as union employees with respect to annual vacations as set out in the Collective Agreement.
- 4.5. Except where otherwise stated, non-union employees shall receive the same consideration as union employees with respect to hours of work, sick leave, statutory and paid holidays, compassionate and maternity leave, parental leave, leave of absence, service pay, compensation for injuries, and pay days.

5. Retirement/Resignation/Termination

- 5.1. The Board will give non-union employees sixty (60) days notice of dismissal or termination of a position. This may be waived in the event of dismissal due to performance failure or unlawful conduct.
- 5.2. Severance pay shall be provided in the event of the elimination of a position, layoff, or termination without just cause. Severance pay will be earned at the rate of one week per year of service to a maximum of 16 weeks.

- 5.3. The Board requires a minimum of thirty (30) days notice in writing in the event of retirement or resignation. However, as much notice as possible by the employee is encouraged in order for the recruitment process to begin.
6. Dispute Resolution
 - 6.1. Preliminary discussions with the Librarian and/or the Chair of the Human Resources and Finance Committee should occur in an effort to resolve the difference prior to proceeding to the dispute resolution procedure.
 - 6.2. No dispute shall be considered when the circumstance giving rise to such dispute should reasonably have been known to the employee more than thirty (30) calendar days prior to initiating preliminary discussions.
 - 6.3. Dispute resolution procedure:
 - 6.3.1. If preliminary discussions do not resolve the issue, the dispute will be referred to the Board of the Medicine Hat Public Library. The Board shall discuss the dispute with the employee and render its decision in writing within seven (7) calendar days after meeting.
 - 6.3.2. If settlement is not reached, the dispute may be referred to an outside facilitator.
 - 6.3.3. The expenses of a facilitator shall be borne by the Medicine Hat Public Library.