

Promac Industries Inc.

Group Averaging Arrangement

Form HR-01

1. The Employees listed on Part A attached (“Employees”) are subject to an averaging arrangement as laid out by Promac Industries Inc.
2. New employees who are bound by this arrangement will be added to an amended list of employees in Part A and receive a written copy of the arrangement as soon as possible after beginning employment.
3. Commencement Date: The Hours of Work Averaging Arrangement shall commence on January 1, 2025 and ends on January 1, 2027.
4. Scheduled Hours: The Employee’s work schedule, as required by the Employment Standards Code and Regulations, is attached to this arrangement as “Appendix A”.
5. Averaging Period: This schedule will repeat for a period of 2 weeks (a 2-week applies for overtime Averaging Period).
6. Regular Pay During Schedule: Each of the Employees will be paid at his/her regular hourly rate of pay for all hours worked within the Scheduled Hours within the Averaging Period. Hours of work may vary based on project demands. Weeks may occur with less than 40 paid hours, with no guarantee by the Employer to make up reduced hours.
7. Weekly Overtime Hours: Overtime hours shall be calculated at the end of the Averaging Period. Weekly Overtime means all hours of work in excess of 80 hours over the 2-week Averaging Period.
8. Daily Overtime: There shall be no Daily Overtime
9. Overtime Payment: Each of the Employees will be entitled to overtime pay at a rate of 1.5 times regular pay for every overtime hour worked.
10. Cancellation or Replacement: The Employer may cancel this averaging arrangement, or require one of the Employees to work a different averaging arrangement. To do so, the Employer must provide at least two weeks’ written notice to the Employee.
11. Non-Emergency Amendment to Hours of Work: The Employer may amend the daily and weekly hours of work under this averaging arrangement by providing 8 hours’ notice to the affected Employee(s). Notice may be verbal, by telephone, in writing, or by electronic transmission (including email).
12. Emergency Changes: Notwithstanding the previous paragraph, the Employer may require one, or more, of the Employee(s) to change from one shift to another (or otherwise require the particular employee(s) to work at a different time) without prior notice where the shift change is made because
 1. an accident has occurred,
 2. urgent work is necessary, or
 3. other unforeseeable or unpreventable circumstances have occurred necessitating the Employee’s work.
13. Notice: A copy of this Notice shall be provided to each Day & Night Shift Employees. In addition, a copy of this Notice shall be posted online at <https://www.promac.ab.ca> and physically available in the employee lunchroom so that this Notice can be viewed by all Employees to whom the Notice applies.
14. Code Applies: All other terms and conditions in respect of averaging agreements as stated in the Employment Standards Code, RSA 2000, c. E-9 and any regulations enacted thereunder are incorporated into this Agreement. If there is any conflict between the Employment Standards Code of Alberta (including any regulations enacted thereunder), and the terms in this Notice, then the terms of the Employment Standards Code and/or regulations are superior and shall prevail.