

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN:**

**DELTA CEMENT, A DIVISION OF HEIDELBERG MATERIALS CANADA LIMITED**

**AND:**

**CEMENT, LIME GYPSUM AND ALLIED WORKERS DIVISION INTERNATIONAL  
BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS – LOCAL D277**

**May 1, 2024 – April 30, 2028**

The following additions, deletions or changes to be incorporated into the Collective Agreement which expired April 30<sup>th</sup>, 2024 will constitute a new Collective agreement with all new provisions except as otherwise specified effective at 00:01 hours the day following written notice of ratification by the members of Local D277.

During the negotiations leading to this Memorandum of Agreement, each party made certain proposals to the other. Each party herewith agrees that it has withdrawn all demands made to the other that are not incorporated in or covered by this Memorandum of Agreement in whole or in part.

The Union Bargaining Committee agrees to submit this Memorandum of Agreement to the membership of the Local Union and to recommend it for ratification. The Company representatives agree to recommend acceptance of the Memorandum to their principals.

Dated at Vancouver, British Columbia, this \_\_\_\_ day of November 2025

On behalf of, DELTA CEMENT, A  
DIVISION OF HEIDELBERG  
MATERIALS CANADA LIMITED

On behalf of BOILERMAKERS, LOCAL  
LODGE D 277

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Name (Signature)

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## 1. Article 1 – Definitions

### a) Amend 1.03 - Contracting Out – Production Work to read as follows:

#### **1.03 Contracting Out - Production Work**

The Company agrees that no production work required by the Company operation will be contracted out, except where fully adequate production equipment breaks down to the extent that essential material movement necessary to the immediate continuing operation of the plant production process cannot be provided, then the Company may contract the necessary equipment for the immediate emergency, and provided further that the Company equipment as set forth above shall be immediately made operative and placed back in operation.

#### **1.04 - Contracting Out - Maintenance Work**

- a) The Company agrees that no maintenance work required by the Company operation will be contracted out except in an emergency or during a major maintenance shutdown, or occasional work requiring equipment or abilities not available at the plant ***to practically perform the work (Statement of Intent regarding Articles 1.03 and 1.04 provision 2) b.*** will not apply In such circumstances), and only then providing that this contracting out will not result in a lay-off of members in the Bargaining Unit.
- b) For the purpose of this Article, the following is understood and agreed to:
1. Major maintenance shutdown pertains to annual major maintenance on the Kiln, Finish Mills or Coal Mill.
  2. An emergency is where fully adequate production equipment breaks down to the extent that the essential material movement necessary for the continuing operation of the plant production process cannot be provided. The Company may contract the necessary maintenance work for the emergency ***(with full attempt to utilize Bargaining Unit Employees***

***during the said emergency as per Statement of Intent regarding Articles 1.03 and 1.04 - 2) b.)*** and provided that the Company equipment as set forth above shall be immediately made operative and placed back into operation.

3. Reasonable, necessary, and relevant equipment and training of employees shall be provided by the Company for the routine maintenance of the Company operation.

**Insert the following Statement of Intent into the Collective Agreement:**

Statement of Intent regarding Articles 1.03 and 1.04

The Company agrees with the principle, as set forth in Articles 1.03 and 1.04 of the Collective Agreement, of protecting the job security of Delta Plant employees by minimizing contracting out of production and maintenance work. The parties further agree to the following:

- 1) Except in emergency situations, the Company shall give written notice to the Union of its intention to contract out maintenance or production work. This notice will be given to a member of the Plant Committee and if no members are available to a Shop Steward, at least one (1) calendar week prior to the date on which the contractor is scheduled to commence the work. If, upon receipt of the written notice, the Union advises the Company it wishes to discuss the contracting out, the Company shall arrange a meeting for this purpose. The parties agree to the formalization of a Contracting-Out Committee with the intent of such Committee being to enhance communications regarding contracting-out issues.

The Committee will post an up-dated "regular" contractors list, with the intent that such posting shall serve as written notice of contracting-out for the named "regular" contractors.

- 2)
- a) When the Company contracts out work pursuant to Article 1.03 ~~or 1.04~~ of the Collective Agreement, plant management shall offer the affected employees the opportunity to work; (a) a twelve (12) hour shift if a contractor's crew is on site or (b) if a contractor's crew is on site around the clock, affected employees will be offered the opportunity to work around the clock on twelve (12) hour shifts.
  - b) When the Company contracts out work pursuant to Article ~~1.03~~ or 1.04 of the Collective Agreement, plant management shall offer the affected employees the opportunity to work a twelve (12) hour shift if a contractor's crew is on site. The Company shall offer emergency call-outs to the Bargaining Unit before contracting out the emergency work, unless the work requires equipment or abilities not available at the plant.
- 3) ***Notwithstanding Article 1.03, the Company may contract out kiln bricking work.*** Should the Company contract out kiln bricking work, an equal number of employees, from the Production Department including Yard Crew, to those employed on site by the contractor will be offered the opportunity to work overtime on the same basis as outlined in (2) and subject to the Overtime Equalization provision of the Collective Agreement, ***and only then providing that this contracting out will not result in a lay-off of affected members in the Bargaining Unit while this work is being performed.***
- 4) ***Notwithstanding Article 1.03, the Company may contract out castable/plastic and gunite refractory repair work.*** Should the Company contract out castable/plastic or gunite Refractory repair work, an equal number of employees from the Production department including Yard Crew, to those employed onsite by the contractor, exclusive of the "gunite mixer" and "gunite sprayer", will be offered contracting out overtime, ***and only then providing that this contracting out will not result in a lay-off of affected members in the Bargaining Unit while this work is being performed.***

5)

- a) ~~Notwithstanding Article 1.03~~ the above provisions (2) and (3) shall not apply when the necessary skills and/or equipment are not available, or in the event that the affected employees have refused the opportunity to do the work in question.
  - b) Notwithstanding Article 1.04, the Company may contract ~~occasional maintenance work requiring equipment or abilities not available at the plant to practically perform the work or~~ out maintenance work where employees have been offered and refused the opportunity to do the work as scheduled by the Company. In the case of maintenance work scheduled by the Company outside of standard work hours, the Company must first attempt to use bargaining unit. The above provisions (2) ~~and (3)~~ shall not apply ~~when the necessary skills and/or equipment to practically perform the work are not available or~~, in the event that the affected employees have refused the opportunity to do the work in question as scheduled by the Company.
- 6) Should the Company contract out maintenance work (mechanical or electrical), an equal number of employees from the maintenance department to those employed on site by the contractor will be offered the opportunity to work overtime on the same basis as outlined in (2) and subject to the Overtime Equalization provision of the Collective Agreement.
- 7) Notwithstanding any other provisions of the Collective Agreement, including Articles 1.03 ~~and~~ 1.04 ~~and L.O.C.O.~~ of the collective agreement during periods of normal plant operations (including production, maintenance and shipping), it is agreed that the following specific works may be contracted out to private contractor, provided that no qualified Bargaining Unit member has been served layoff notice or is laid off, and no Bargaining Unit position is eliminated, or numbers depleted by employee attrition

(unless the company is actively recruiting a replacement):

- a) Dust Collector bag and cage replacement;
- b) Maintenance work in the Roller Mill building and attached equipment on a weekly scheduled maintenance down days (Roller Mill P.M. Day)
- c) Dry vacuum/suck truck including truck operator

Affected employees shall be offered the opportunity to work a twelve (12) hour shift(s) as per the guidelines set forth in provision (2) ~~in the L.O.U.C.O.-2~~ and (6)

As above, this addition to ~~L.O.U.C.O.~~ the **Statement of Intent regarding Articles 1.03 and 1.04** is in no way meant to alter any other terms of the Collective Agreement.

- 8) ***For the purpose of Articles 1.04, the following definitions apply: Essential material includes raw materials, alternative fuels, fuels, raw mix, kilnfeed, clinker, cement, compliance related materials and supplementary cementitious materials.***
- 9) ***The Union recognizes the right of the Company to contract out entire projects with no requirement to "piece-meal" the work. It is further understood that if any of the contracted work could be performed by bargaining unit employees, this Statement of Intent shall apply. Should a dispute arise regarding the ability to perform any of the work in question, past practice shall apply.***

#### **Letter of Intent-Specialty Equipment**

The parties agree to recommend to their respective principals the following settlement of grievance numbers 701 and 713 and going forward to manage the contracting out of work Involving the use of specialty equipment:

1. The union agrees that the company may contract out occasional work with the equipment listed and noted clarification, and only then providing this contracting out will not result in a lay-off of affected members in the Bargaining Unit while this work is being performed requiring the following equipment listed below:
  - i) Dump trucks (normal barge offloading into plant where conveyors don't exist and moving material within the Company operations In Delta)
  - ii) Excavator (loading the crusher, stacking of material if unsafe for loader to do so, working on ditches and digging)
  - iii) Crusher (crushing of refractory or plant waste materials)
  - iv) Wetvac truck/ hydro vac (sucking out of drains, sumps, culverts, catch basins, septic tanks, and ditches)
  - v) Other specialized equipment not owned by the company,

A 120-hour limit will be placed on use of an Excavator, Crusher, Wet vac truck/hydro truck, and other specialized equipment not owned by the company other than to do the above listed jobs.

2. The company will follow the communication protocol with the union, as described in statement of intent regarding Articles 1.03 and 1.04, for providing notice when the specialty equipment not owned by the company will be required. The Company and the Union will meet, as required to discuss additional needs for the specialty equipment. This discussion will include the equipment required, the purpose of its use, why it is timely and practical to use this piece of equipment and the reason internal resources are not being used. Permission will not be unreasonably denied by the Union.
3. Fast track arbitration. The parties agree to Incorporate section 104 of the labour Relations Code into this agreement in the event there is a dispute as to the appropriateness of contracting out work involving specialty equipment contracted out pursuant to this letter.
4. On the basis of the above, the union agrees to withdraw

grievances 701 and 713 on a without prejudice basis.

2. Article 4 – Hours of Work

Amend Article 4.01(f) as follows:

**4.01 (f)** It is understood and agreed that casual labourers, newly hired by the Company during equipment shutdowns, to perform specific labour work related to kiln bricking, kiln gear cleaning, the kiln cooler and/or the preheater, that will not exceed **four (4)** weeks, may be placed on a shift other than the day shift and in such case they shall be treated as shift workers and paid as such. Prior to such casual labour shift assignments, Production and Yard Crew employees will be offered the opportunity to work such shifts.

3. Article 5 – Overtime

Amend Article 5.08 – Meals as follows:

Delete the last sentence and insert the following.

~~The value of the meal may not be less than six dollars (\$6.00) for breakfast and not less than ten dollars (\$10.00) for dinner.~~

The value of the meal will be not less than \$20.00 and not to exceed \$27.00 or the CRA Maximum and will be ordered as practical.

At no point will the Company be required to order these meals from more than one restaurant at a time. Anytime a meal will be ordered the employee will be required to acknowledge the receipt of the meal.

If a meal cannot be ordered during the work hours, a meal allowance equivalent up to the CRA Maximum Meal Allowance, will be paid.

The above amounts are subject to the CRA Meal Allowance taxable benefit regulations.



**Notes for Memorandum of Agreement only:**

1. The parties shall meet at labour – management meetings within thirty (30) days following the date of ratification to prepare a list of meal outlets
2. The employer shall work with the union in the application to CRA for a variance to the meal allowance limit.
3. The past practice of meal ordering and provision of chits or coupons shall no longer apply.
4. If the parties request, the mediator will meet with the parties to assist on points 1 and 2 above.
4. Article 6 – Holidays (Statutory)

Amended Article 6.02 – Naming of Holidays Pay Entitlement to provide for the addition of Truth and Reconciliation Day (September 30 or the date determined by Provincial Direction) as a recognized statutory holiday.

5. Article 9 – Premium Rates

Amend Article 9 by deleting 9.04 Christmas bonus.

6. Article 15 – Safety

Amend Article 15.02 (b) as follows:

- b) In consideration of the employee's safety, the Company agrees to establish an individual employee account concept to be used for the purchase of safety footwear. This concept applies to active employees on the seniority list, with reimbursement for employee safety footwear purchases dependent upon employee presentation of a satisfactory receipt of such purchases.

The employee account shall be credited ***two hundred and fifty dollars (\$250.00)*** with an account maximum of ***seven hundred and fifty dollars (\$750.00)*** by 2027. Account maximum in 2025 shall be ***six hundred and fifty dollars (\$650.00)***. Account maximum in 2026 shall be ***seven hundred dollars (\$700.00)***. ***Account maximum in 2027 and going forward will be seven hundred dollars and fifty dollars***

**(\$750.00). Effective the date of ratification – all references in 15.02b) will change \$200.00 to \$250.00.**

7. Article 18 - Leaves

Amend Article 18 – Leaves by inserting a new 18.09 - Paid Personal Days as follows:

18.09 Paid Personal Days

The Company agrees to allow each active on-roll employee with seniority to take three (3) **non-consecutive** personal days off within the calendar year. To minimize disruption to the operation and the cost of providing replacement coverage, if necessary, an employee will pre-arrange and obtain authorization from his immediate supervisor to take a personal day. **Twenty (20) hours of notice must be provided, or the day may not be a paid day (exceptions will be considered).** A paid personal day is to be used by an employee to attend a dental, medical, or legal appointment, or to deal with other personal or family matters that require his absence from work.

Payment for a paid personal day off will be eight (8), or nine (9), **ten (10)**, or twelve (12) hours pay dependent upon the employee's normal schedule, at the employee's regular straight time pay. An employee who does not use a personal day off within the calendar year shall be paid for the day or days at eight (8), nine (9), **ten (10)**, or twelve (12) hours pay dependent upon the employee's normal schedule at straight time rate in effect on December 31 of that year.

8. Article 20 – Benefit Plan – **For Memorandum of Agreement Only**

If the Union elects to switch to the BNHWP during the life of the collective agreement the parties shall meet to discuss the change.

BNHWP Plan Switch

Within three (3) months of the ratification of a new collective bargaining agreement at the Delta Plant, the union will complete a plan comparison of the Boilermakers National Health and Welfare Plan VS the HMCL Sunlife

Plan (text will be re-issued to the union). The Union may have a second comparison done by an independent benefit expert if they elect. Within three (3) months of the comparison completion (and potentially of both comparisons), the union will conduct a vote of its membership to join the BNHWP. The comparison completed by the BNHWP will be provided to the Company.

9 Article 20 Benefit - 20.02 Description of Coverage - Paid Sick Leave (h):  
Delete the existing h) Paid Sick Leave and insert the following new provision:

- f) ~~Article remains except to be deleted - the Company will pay up to the first three (3) scheduled work days within the qualifying period of an established claim on the basis of one-seventh (1/7) per day of the employee's weekly rate.~~

~~The Company agrees to pay an employee his first weekly indemnity claim payment should his claim payment be more than three (3) days late following a regular pay day that he would have missed due to not having worked in that pay period. It is understood that the claim payment cheque from the Carrier will be signed over to the Company when received. Delete balance of F~~

- h) ~~The Company agrees to provide sick leave benefits to the extent of three (3) days sick leave at the employee's regular straight time rate during each calendar year. Any days not used in the calendar year will be paid out in the first pay of the immediately following January, however, the third sick day earned in a calendar year will be carried over automatically into the first four (4) months of the following year unless payout is requested in writing by December 31. No leave pay shall be paid for days otherwise paid through the provisions of Article 20.02(g), WorkSafe BC, E.I. or during layoff. Employees will receive on day sick leave for each four (4) months of service. Time spent in excess of one month under the weekly indemnity plan shall not count as service for the purpose of calculating sick leave entitlement.~~

- h) Employees will be eligible for sick days as defined by the Employment Standards Act of British Columbia. Sick leave for this section is any day the employee calls in sick inclusive of the 5 paid and 3 unpaid days eligible within the BC ESA.

Effective January 1, 2026, employees will be eligible to be paid for

up to five (5) sick days at the end of the calendar year as follows:

The Employee must be an active employee on December 31<sup>st</sup> of that year and not been absent for more than three (3) months under the Weekly Indemnity or Long-term disability plan in a calendar year. For each month of absence greater than three (3) months off, the eligibility for sick day pay that will be paid for untaken days will be reduced by one (1) day. A month is considered to be a consecutive day absence of thirty (30) calendar days.

If the Employee has not taken any paid days of sick leave, then the employee will be eligible to be paid out five (5) sick days at the rate of their classification based on scheduled hours for the last workday in the calendar year. For each paid sick received in the calendar year then the eligible days to be paid out will be reduced by one (1).

The three (3) pre-weekly indemnity (std) paid sick days (Company currently pays these days) will be deleted as of January 1, 2025 and be inclusive of the up to five (5) days paid sick leave within the BC ESA.

No sick paid sick leave days will be paid for days otherwise paid by WorkSafe, E.I., Weekly indemnity, Long Term Disability, vacation or during a lay-off.

If BC ESA paid sick days regulations are suspended or reduced below the three (3) paid sick days then the sick day leave provision will revert to the language in the CBA that expired April 30, 2024. Consideration must be given to the BC ESA and future standards set.

#### 10. Article 24 - Agreement - 24.01 – Duration of Agreement

Amend Article 24.1 - Duration of Agreement, Notice to Commence Collective Bargaining as follows:

24.01 – Duration of Agreement – Notice to commence collective bargaining

This Agreement shall be for the period from and including May 1, 2024, to and including April 30, 2028, and from year to year

thereafter subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of expiry of this Agreement (April 30, 2028) or immediately preceding the last day of April.

#### 11. Appendix "A" - Wages

Amend Appendix "A" Wages as follows:

- a) Classification 1 wage rates shall be frozen for the duration of the renewed collective agreement
- b) Classifications 2 and above wage rates shall be increased as follows:
  - i) Effective the date of ratification - 11%
  - ii) Effective May 1, 2026 - 2%
  - iii) Effective May 1, 2027 - 2%

#### c) Lump sum payment

Upon ratification of the renewed collective agreement, employees who are active thirty (30) days after their recall and the actual day of return to work will be paid a lump sum of seven percent (7%) of their earnings from May 1, 2024 to January 12, 2025. This lump sum is in lieu of any retroactivity (24.02) of wages and the wage rate change in 2024. Payment will be made within sixty (60) days of the return to work.

Employees who have retired between May 1, 2024 and date of ratification shall be eligible for the lump sum payment.

Employees who terminate their employment with Delta Cement within seven (7) calendar days by written notification from the date of ratification will receive a lump sum payment of three and one-half percent (3.5%) of their earnings from May 1, 2024 to January 12, 2025.

#### **For Memorandum of Agreement Only**

Upon receipt of the written notification of termination of employment,

the employee will complete the form attached to this Memorandum of Agreement as Attachment #1. Upon completion of the form the lump sum payment will be processed.

12. Letter of Understanding – Millwrights

Insert the following new Letter of Understanding - Millwrights into the renewed collective agreement:

Letter of Understanding - Millwrights

The Company will continue hiring millwright positions, on day shift, in order to maintain a millwright workforce of not less than nine (9) millwright day workers. The Company will also post, initially for a millwright apprentice from within the workforce. The number of millwrights may also include apprentices (not the initial workforce apprentice) and millwrights absent from the workplace.

The Company will have nine (9) months to fulfill the number from the resumption of duties at the Delta Plant and, thereafter, have six (6) months to full future openings. Where the Company does not maintain a workforce of at least nine (9) millwrights (included as above – apprentices and absences), for each month there is a vacancy, 9/6 months timing, the Company shall remit to Local D277 general fund One Hundred Dollars (\$100.00) per month per vacancy.

Where the Company can show the Union that all efforts have been made to hire and no reasonable candidates are available or have accepted offers then the penalty will be waived for that month. Candidate information will not be provided for privacy reasons – general information will be summarized to the President of the Local. If an apprentice terminates from the program, then the Company may have one (1) year to fill the position. Employees that bid to a non-millwright position may be kept in the millwright role, up to six (6) months to backfill the position.

Maintaining the number of millwrights will be subject to any curtailment at the Plant and layoffs that may occur. Operational changes could impact the requirement for employees.

**For Memorandum of Agreement only**

The Union will withdraw Grievance #677.

**13. Issues for further discussion – *For Memorandum of Agreement Only***

The parties shall discuss the following housekeeping issues at Labour – Management meetings:

1. Streamlining of the Grievance procedure
2. Define and update Pension language (i.e. non-payment of pension contributions after the year in which an employee turns 71)
3. Updating of collective agreement for gender neutral language
4. Update areas of collective agreement for simplification of language
5. Unused classifications in Appendix "A"

**14. Outstanding Labour Relation Board and Court Proceedings – *For Memorandum of Agreement Only***

Upon ratification of the renewed collective agreement, the parties agree to stop all action that may result in damages (cost) being sought by either party.

**15. Grievances and Arbitrations – *For Memorandum of Agreement Only***

- a) Further discussion to withdraw outstanding grievances based on discussions with the Union and the Company will continue with the understanding that all 1.03 and 1.04 grievances will be withdrawn.
- b) The Union submitted their position on the sick day arbitration- Thank You  
– The Company will provide a response - Saunders remains seized.
- c) The Union and Company will discuss the union position for the drug and alcohol grievance to attempt to eliminate the future costs of these grievances.
- d) Additional grievances to be discussed to be resolved.
- e) Withdrawal of Grievance 677 accepted.

**16. Projects**

The Company has notified the Union, through current provisions of the CBA, that several projects will be completed, with investment to the plant, that will result in position changes.

The CBA will protect the employment of employees displaced from these positions.

Projects include:

- Shipping-Truck Loading Automation
- HROC Control Room Automation
- Lab Automation
- Additional Investments and Projects will be provided to the Union as the information becomes available

#### Additional Letters

Remote Confined Space Monitoring – notified to be implemented.

Road Sweeper – Notified that the Company equipment will be eliminated.

Simple Mechanical Tasks – Notified that production will complete simple mechanical tasks.

Shift Changes for 12-hour workers (flex time) – Notified that the timing of flex time to be adhered with per the arbitration award. Clean up time only for employees identified in the CBA.



**ATTACHMENT 1**  
**EMPLOYEE RELEASE**

November [redacted], 2025

Boilermakers Local D277

[address]

**Attn: Ryan Mountain, Local President**

**Re: Resignation of Employment – [Employee Name]**

[Insert Employee Name] (the “**Employee**”) has agreed to resign their employment with Delta Cement, a Division of Heidelberg Materials Canada Limited (the “**Employer**”) effective [insert date], 2025 on the terms set out below.

The Employer will provide the Employee with a retiring allowance in the amount of [insert dollar amount], less applicable lump sum tax withholding (the “**Severance Payment**”). Payment will be made within 45 days of the execution of this letter.

The Employee releases and forever discharges the Employer and the Boilermakers Local D277 (the “**Union**”), their partners, officers, directors, employees and agents, including any related or associated entities, and their heirs, executors, administrators, successors and assigns, from all manner of actions, causes of actions, suits, contracts, claims, damages, costs and expenses, and/or claims the Employee has ever had, now has, or at any time hereafter he or his personal representatives can, shall or may have, by reason of or arising out of any cause, matter or thing whatsoever occurring or existing up to and inclusive of the date of this Agreement and, without limiting the generality of the foregoing, by reason of or arising out of the Employees’ employment or cessation of employment with the Employer, or arising out of the Union’s representation of the Employee in relation to any such matters, including any claims arising under the B.C. *Labour Relations Code*, B.C. *Employment Standards Act*, B.C. *Human Rights Code* or other applicable legislation. For greater clarity, the Union and the Employee agree that no further proceeding of any type relating to the Employee’s employment or cessation of employment with the Employer will be initiated or pursued. The Employee also acknowledges and agrees that they are irrevocably waiving any and all recall rights, seniority rights, bumping rights, right to reinstatement or other rights to future employment with the Employer, whether provided for under statute, the Collective Agreement, or otherwise.

The Employee will not seek future employment with the Employer or any related or associated entities.

The terms set out above are intended to be strictly confidential and will not be disclosed, in whole or in part, to any person, except as may be required by law and, in the case of the Employee, to his family and legal and financial advisors(s), but only after such persons have agreed to maintain confidentiality.

**Delta Cement, a Division of Heidelberg  
Materials Canada Limited**

Per:

\_\_\_\_\_  
Authorized Signatory

**Boilermakers Local D27**

Per:

\_\_\_\_\_  
Authorized Signatory

**[Employee name]**

\_\_\_\_\_  
Signature

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## **RETURN TO WORK AGREEMENT**

### **BETWEEN:**

DELTA CEMENT, A DIVISION OF HEIDELBERG MATERIALS CANADA LIMITED

### **AND:**

CEMENT, LIME GYPSUM AND ALLIED WORKERS DIVISION INTERNATIONAL  
BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS – LOCAL D277

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Re: Terms of Return to Work

1. Per 11 (c) of the MOA, Employees who terminate their employment with Delta Cement within seven (7) calendar days by written notification from the date of ratification will receive a lump sum payment of three and one-half percent (3.5%) of their earnings from May 1, 2024, to January 12, 2025.
2. Per 11 (c) of the MOA, Employees that have remained active will be paid the 7% Lump sum as soon as possible after the 30 day active period but no later than 60 days after recall. The intent is not to wait to the 60 day point to pay the lump sum.
3. Employees will be recalled to work, subject to operational requirements and in order of seniority on the date(s) required by the Company. Re-training and Certification requirements will be completed
4. Once contacted, a recalled employee must immediately confirm whether they intend to respond to the recall on the date required by the Company.
  - a. The Union may request the employer to allow senior employees to forgo the recall as a no recall leave of absence. No recall leave of absence will end on the next recall.
  - b. If a recalled employee refuses to accept the recall, the employee shall be deemed to have abandoned employment.
5. The Company shall contact the employees using the telephone number or email on record. First contact will be attempted by telephone.

6. Seniority and years of service will not be impacted by the work stoppage.
7. During the return-to-work initial training period, the Company retain the ability to maintain operational needs to ensure customer supply including using excluded staff as required. This will require truck load-out and barge loading. If required, the Company will also maintain limited grinding operations to maintain inventory needs.
8. Layoff notices will not be required for the first 30 days after the return to work. Any layoffs after this 30-day period will require layoff notices as per the Collective Bargaining Agreement. If the training is provided in two stages with the employee's scheduled to attend the training within thirty (30) days, the employee may still be placed on layoff without notice following attending the training.
9. Benefits for all employees will be re-instated 8 days after ratification. Claims will be eligible for non-terminated employees back to the date of ratification.
10. Return-To-Work Training will commence on (TBD)
11. 2025 Vacation Entitlement shall be accrued based on time worked during the 2025 calendar year.

Dated at Vancouver, British Columbia, this \_\_\_\_ day of November 2025

On behalf of, DELTA CEMENT, A  
DIVISION OF HEIDELBERG  
MATERIALS CANADA LIMITED

On behalf of BOILERMAKERS, LOCAL LODGE  
D 277

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