<u>ATTACHEMENT 2 - MEMORANDUM OF AGREEMENT</u>

RETURN TO WORK

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

Re: Terms of Return to Work

- Return-To-Work Training will commence on January 5th, 2026 and the Company will make full efforts to complete the Return-To-Work training period within six (6) business days.
- 2. The Company shall contact the employees using the telephone number or email on record. First contact will be attempted by telephone.
- 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 along with Company specific training.
- 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. All employees are recalled on January 5th, 2026.
 - b. If a recalled employee refuses to accept the recall, the employee shall be deemed to have abandoned employment.
- 5. Up to and 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. This work will be performed by excluded staff. The Company will start a Kiln Shutdown on the week of January 5th, 2026 and

overtime will be offered when contractors are working per CBA.

- 6. Layoff notices will not be required for the first 30 days after the return-to-work training period has commenced. 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 of January 5th, 2026, the employee may still be placed on layoff without notice following attending the training.
- 7. Wages will be effective January 5, 2026
- 8. Employee will be made active as of the Return-to-Work Date the date the Employee reports for a shift.
- 9. Benefits will be resumed as of the Return-to-Work Training date of January 5th, 2026. As all employees will be recalled, any employee not attending work on January 5th, 2026 will have their benefits activated when they return to active work.
- 10. Seniority and years of service will not be impacted by the work stoppage once an employee has returned to work.
- 11. Vacation pay out for 2026 vacation year per CBA letter of understanding to be applied.

With respect to the 2025 vacation pay, any employees eligible to receive the 7% lump sum payment under Article 11(C) of the MOA will receive the difference between 2026 vacation dollars of base hours/wages entitlement and the 2024 earnings percentage (excluding taxable benefits) or three thousand dollars (\$3000), which ever amount is greater. This will be paid out in lieu of the 2025 vacation (Company maintains position Employees were not entitled to 2025 vacation) and the Company will not recover the money as long as an employee remains active 30 days from return to work (Clause 7.06). These monies will be paid out on December 26th, 2025 if there is an agreement by 11:59 pm December 13th, 2025. There will be no claims and / or grievances related to the 2025–year vacation and the vacation hours/pay and the 2025 personal days, and any other 2025 monetary entitlements other than to enforce the Return-To-Work terms.

- 12. Both parties will cease all ULP/BFB complaints currently active on this MOA/RTW document.
- 13. The parties agree that any and all claims for wages and other monetary entitlements under the collective agreement relating to 2025 are resolved by this memorandum of agreement and that no grievances or proceeding of any type will be initiated or pursued related to the same.

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

Name (Signature)

Name (Print)

Name (Print)

Name (Print)

Name (Print)

Name (Print)

Name (Print)

Name (Print)