

COLLECTIVE BARGAINING AGREEMENT

Between

**United Food and Commercial Workers
District Local 431
Davenport, Iowa**

And

**Darling Ingredients, Inc.
Des Moines, Iowa**

Effective: February 12, 2020

Expires: February 12, 2024

AGREEMENT

THIS AGREEMENT is made and entered into the **12th day of February, 2020**, by and between **Darling Ingredients, Inc.**, Des Moines, Iowa (hereinafter referred to as the "Company") and the **UNITED FOOD & COMMERCIAL WORKERS, on behalf of the affiliated Local Union 431** (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

1. The Company recognizes the Union as the exclusive collective bargaining agent for all production and maintenance employees at, and primary route truck driver employees picking up and delivering directly and regularly to, its Des Moines, Iowa by-products and rendering plant, and primary route truck driver employees picking up and delivering directly and regularly to its reload station at Oskaloosa, Iowa, but excluding all office and clerical employees, salesmen, and supervisors, as defined in the National Labor Relations Act of 1947, as amended.

ARTICLE II PURPOSE OF AGREEMENT

1. It is the intent and purpose of the parties hereto that this Agreement shall improve the industrial and economic relationship between the Company and the Union, and set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto.
2. It is recognized by both parties that they have a mutual interest in maintaining friendly cooperation between the Company and the Union which permits safe, economical, and efficient operation of the plant.
3. The Company agrees not to enter into any agreement or contract with any of the employees which in any way conflicts with the terms and provisions of this Agreement

ARTICLE III MANAGEMENT

1. The Management of the plant and direction of the working force, including the right of hire, suspend or discharge for just cause, to assign to jobs, to transfer on a permanent basis, or to transfer on a temporary basis without change in domicile, to assign or reallocate tonnages on routes, to increase and decrease the working force, to schedule hours of work, to determine products to be handled, produced or manufactured, the schedules of production or handling

are vested exclusively in the Company, provided this will not be used for the purpose of discrimination against any employee, or to avoid any of the provisions of this Agreement.

2. Just cause for discharging an employee shall include, but not be limited to, dishonesty, unauthorized absence from the job, taking of or being under the influence of alcoholic beverages or narcotics while on the job or on Company property, recklessness resulting in a serious accident while on the job, carrying of unauthorized passengers in a Company vehicle, failure to report an accident, repeated unsafe acts or violation of safety rules provided; however, that in the case of unexcused absence from the job the Company shall, for the first two offenses, give the employee written warning (with copy to the Union) and, upon the third offense, the employee shall be subject to discharge without further notice or warning. A written warning shall become null and void after 365 days.

3. Except where notice or time is granted in paragraph 2 above, any employee may be discharged for just cause without notice.

4. In the event any employee is discharged under the provisions of this Article III, notice of such discharge shall be sent, within three (3) working days, to the Local Union Office, and the Union shall have the right to question the propriety of the Company's action under the provisions of Article XII entitled "Grievance Procedure".

5. Management will have 3 days in which to issue disciplinary action, unless an extension of time is requested of the Chief steward for a specific period in order to investigate the infraction, to result in the discipline.

ARTICLE IV CHECK-OFF

1. The Company agrees that during the term of this Agreement, unless the authorization hereinafter referred to is sooner terminated, it will deduct regular monthly union dues for the current month on a weekly pay period basis from each employee who, in writing in accordance with the form set forth herein, authorizes and directs the Company to do so, and if certified by the Union to be due and owing, the initiation fee of the Union. All money so collected by the Company shall be remitted promptly to the Financial Secretary of the Local Union. The Union shall notify the Company of the name of such Financial Secretary and the address to which such dues shall be sent. Such notification shall bear the signature of the President and Recording Secretary of the Local Union, and shall be impressed with the seal of the Local Union. In the event of any change of the local Financial Secretary, the Company shall be notified of such change by the same method as provided above.

CHECK-OFF AUTHORIZATION

2. I hereby authorize and direct my employer to deduct from any earnings accumulated to my credit, membership dues, ABC (Active Ballot Club) donations, Death Benefit donations, assessments, reinstatement and initiation fees charged against me by said Union, and further authorize my employer to turn such wage deductions over to the Financial Secretary of said Union, agreeing that my employer shall be saved harmless for deductions made in conformity with this authorization and direction.

Employer _____ Date _____ Signature of

Employee _____ This authorization is irrevocable for one year from the date hereof, or the expiration date of the collective bargaining agreement, whichever comes first, and shall be automatically renewed each year hereafter, unless I send a notice of cancellation to my employer and the Union by registered mail ten days prior to the expiration date of this authorization.

ARTICLE V POLICY

1. The Company and Union agree that they will give fair and reasonable consideration any applicant or employee regardless of race, color, creed, nationality, age, sex or membership in a union.
2. The Company and Union recognize and agree to abide by the provisions of the FMLA (Family Medical Leave Act).

ARTICLE VI HOURS OF WORK AND OVERTIME

1. The regular work week shall be seven (7) days, commencing with the beginning of the day shift on Monday. The payroll week for all employees shall be seven (7) days, commencing with the beginning of the day shift on Sunday. The Company shall have the right to change the work week any time during the life of this Agreement, except such change shall not become effective until and unless the Union is given at least seven (7) days advance notice, in writing, of the proposed change.
2. The workday, including Sundays and Holidays, shall be a twenty-four (24) hour period, commencing eight (8) hours prior to an employee's regular starting time. A holiday may be re-designated by mutual agreement between Company and Union.
3. The Company shall guarantee a minimum of forty (40) hours work per week, exclusive of work performed on Sunday, or an employee's designated Sunday, but the guarantee shall not apply to an employee while a probationary employee.

The guarantee will be reduced in any week by the number of hours the

employee's department may be completely out of operation due to major fire, wind, flood, power, water or fuel failure, storms causing impassible streets or highways, major equipment breakdown, or any other catastrophe beyond the control of the Company. In these events, the Company will attempt to notify each employee affected personally or by telephone.

4. Employees who are laid off up to and including the close of the first scheduled workday of the week will not be paid any guarantee and will be paid only for the hours actually worked.
5. An employee who is tardy or absent or is excused from work for personal reasons during the week shall have his 40-hour guarantee reduced by the amount of time missed by such absence.
6. Hours not worked on a holiday but paid for under the terms of the Holiday section of this Agreement, shall be counted as time worked for the purpose of the 40-hour guarantee.
7. Double the regular rate of pay shall be paid for all hours worked on Sunday, or the day designated as the employee's Sunday in the case of shift workers.
8. In addition to the eight (8) hours holiday pay provided for in Article VII, paragraph 2, of this Agreement, double-time shall be paid for all hours worked on the specified holidays, or in cases where the holiday falls on a Sunday, the premium pay shall be paid for all hours worked on the day the holiday is observed.
9. (a) One-and-one-half times the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours during a particular work week, exclusive of all hours worked on days specified in paragraphs 7 and 8 above.

(b) One-and-one-half times the regular rate of pay shall be paid for all hours worked on Saturday, or the employee's scheduled day off in lieu thereof (sixth day), and for all hours worked in excess of eight (8) hours on any work day, provided; however, if the employee does not work forty (40) straight-time hours in the particular work week because of unexcused absence or absences, as notified by a written warning, this provision shall not apply.

(c) For those employees on a job scheduled to regularly work four (4) days per week, one-and-one-half (1 2) times the regular rate of pay shall be paid for all hours worked on Saturday and his/hers extra scheduled day off, and for all hours worked in excess of ten (10) hours of any work day. Jobs shall only be scheduled through mutual agreement.

(d) It is understood that there shall be no pyramiding of premium or overtime pay for the same hours worked.

10. Hours not worked on a holiday, but which are paid for under Article VII, paragraph 2(a), shall not be considered as hours worked for the purpose of paragraphs 7 and 8 above.

11. There shall be established equal distribution of work hours available in each job classification, so far as is practicable. This does not obligate the Company to give all employees the same number of hours of work per week; the hours of work shall be equalized within the period of time to the extent practicable. Extra hours of work passed up by employees shall be considered as time worked when establishing equal distribution.

12. When extra hours of work are passed up by the employees and no employee has accepted, the employee with the least seniority who is qualified and available shall work the extra hours. For the purpose of this Agreement, employees will not be considered available for more than four (4) hours prior to or following their scheduled shift, or more than twelve (12) hours in any workday. Any employee leaving work after twelve (12) hours and prior to the end of his scheduled shift must notify his supervisor. All Truck Drivers are required to adhere to DOT Hours of Service Rules and Regulations.

ARTICLE VII HOLIDAYS

1. The following shall be considered as holidays, except where one of the said holidays fall on a Saturday, it will be observed on Friday. If said holidays fall on a Sunday, such holiday shall be observed on the following Monday:

**New Year's Day
Fourth of July
Labor Day
Veterans Day (active duty employees)
Thanksgiving Day
Christmas Day
Decoration Day**

Effective 2-12-16 Perfect Attendance: The 2 safety days are substitute with 2 perfect attendance days - 2 per year (16 hours).

2. PAY FOR HOLIDAYS NOT WORKED:

(a) All regular full-time employees on payroll for sixty (60) days shall be paid for eight (8) hours at their regular rate of pay for each of the holidays set forth in paragraph 1 above, provided they report for work and work the hours as ordered on the day before and the day after the holiday. If an employee is unable to work as ordered, he may be excused, provided he notifies a supervisor in charge of his department prior to his scheduled starting time, and provided his inability to report for work is an extenuating circumstance beyond his control.

(b) Employees absent from work on account of sickness or accident on a holiday shall be paid as provided for in Article VII, paragraph 2(a), less any amount actually paid under any sickness and accident provisions that may be provided for in this Agreement.

(c) If one of the above holidays covered by paragraph 1 above occurs within an employee's vacation period, he shall be paid eight (8) hours pay at his regular rate of pay, in addition to his vacation pay, or be given an additional day off to be observed as the holiday.

(d) If one or more of the above holidays occur while an employee is away on leave of absence for any reason, the employee shall receive no pay for such holiday or holidays not worked.

(e) If an employee fails to report for work or fails to work the hours as ordered on a holiday, he shall receive no pay for not working on that holiday. New Year's Day, Christmas Day, and Thanksgiving Day are exceptions

ARTICLE VIII WAGES

	Current	Increase	Increase	Increase	Increase
	Rate	\$ 0.60	\$ 0.50	\$ 0.50	\$ 0.40
Article VII Wages	2/12/2019	2/12/2020	2/12/2021	2/12/2022	2/12/2023
Maintenance Class 1	\$ 20.20	\$ 20.80	\$ 21.30	\$ 21.80	\$ 22.20
Maintenance Class 2	\$ 22.20	\$ 22.80	\$ 23.30	\$ 23.80	\$ 24.20
Maintenance Class 3	\$ 24.20	\$ 24.80	\$ 25.30	\$ 25.80	\$ 26.20
Operator	\$ 17.65	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.65
Pollution Control	\$ 17.65	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.65
Driver Laborer	\$ 17.15	\$ 17.75	\$ 18.25	\$ 18.75	\$ 19.15
Plant Utility	\$ 16.65	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.65
2nd Shift Premium	\$ -	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
3rd Shift Premium	\$ -	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Truck Maintenance	\$ 23.23	\$ 23.83	\$ 24.33	\$ 24.83	\$ 25.23
Truck Service Tech	\$ 20.23	\$ 20.83	\$ 21.33	\$ 21.83	\$ 22.23
Rest Grease Driver	\$ 20.23	\$ 20.83	\$ 21.33	\$ 21.83	\$ 22.23
Route Driver	\$ 19.50	\$ 20.10	\$ 20.60	\$ 21.10	\$ 21.50
Premium					
Boiler License Premium	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Class A Tanker Runs	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Claw Runs	\$ -	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Lead/Trainer	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
New Hire Rate 1-90 days	\$ (0.50)				
New Hire Rate 91-180 days	\$ (0.25)				
New Hire Rate During Probation		\$ (0.50)	\$ (0.50)	\$ (0.50)	\$ (0.50)

Effective 2-12-2000 The company will pay for the following mechanics tool replacement providing they turn in the worn out or broken tools:

- Electric hand grinder**
- Electric drills**
- Air drills**
- Air die grinders**
- Air impact wrenches**

Effective 2-12-2004 prescription safety glasses- The company shall provide a prescription glass allowance of \$125.00 allowance every 2 years and the employee is responsible for the glasses in that 2-year period. (Also, must provide a receipt)

3. The Company may temporarily change a qualified employee from one job classification to another at any time necessary, providing that in no case shall any such employee suffer a reduction in his rate of pay on account of this provision, and if the classification to which he is temporarily assigned carries a higher rate of pay, he shall be paid such a higher rate.

4. The Company shall inform the Union Steward of rates that may be established by the Company covering new jobs. For the purpose of this paragraph, a new job is defined as a job which no rate is set forth in the wage rate schedule. Upon request by the Local Union Representative, the Company will negotiate concerning such rates, and if no agreement can be reached on such disputed rates, the matter shall be processed under the provisions of the Grievance Procedure provided elsewhere in this Agreement.

ARTICLE IX CALL IN AND RECALL

1. Employees called to work will be provided with a minimum of four (4) hours work, or pay in lieu of work. The guaranteed time will begin at the time the employee is required to report for work. Pay will not be given for time the employee is voluntarily absent.
2. Any employee who has completed his days work and is recalled to perform work within twenty four (24) hours from the time he started such days work, shall be paid for all time worked, pursuant to such recall, within such twenty four (24) hour period at one-and-one-half (1 2) times his regular rate, and will be guaranteed a minimum of four (4) hours work at time-and-one-half (1 2). This shall not apply:
 - (a) When the starting time of a job classification or an employee is being changed, or to any work performed by an employee after he has started a new day's work in accordance with his prearranged starting time.

**ARTICLE X
LEAVE OF ABSENCE**

1. Leave of absence (without pay) may be granted for good and sufficient reason on the basis of continuous service as follows:

Length of Service	Leave of Absence
Under 5 years	1 week
5 to 8 years	1 month
8 to 11 years	2 months
11 years and up	3 months

Leaves of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself.

2. An employee elected to public office with duties and responsibilities requiring him to be away from work shall be allowed a leave of absence, without pay, for the time necessary to carry on the duties of such office, provided the term is four (4) years or less, and upon proper notice given to the Company at least fifteen (15) days prior to the date on which he desires the leave to begin.

3. Employees, not exceeding a number agreed upon by the Company and the Local Union Representative, chosen by the Union to attend Union business outside the plant, shall, with permission of the Company, be granted leave of absence without pay, not exceeding thirty (30) days.

4. Employees, not to exceed one (1), who are elected or appointed to a full-time position with the Union, upon proper notice, shall be granted a leave of absence, without pay, not to exceed the life of this Agreement; and, upon (1) weeks notice of their desire to return again to work for the Company, which notice must be received within seven (7) days after the termination of this Agreement, shall be placed upon either their job previously held, or one of equal pay, without loss of seniority or vacation rights, provided they are capable of performing the work. It is understood that no such employee will be granted a vacation or vacation pay while in the service of the Union on such leave of absence, and if absent more than six (6) months during any calendar year, shall forfeit all unexercised vacation rights for that year.

**ARTICLE XI
MILITARY CLAUSE**

1. An employee who leaves or has left a position in the employ of the Company in order to enter upon active service in the Armed Forces of the United States, Merchant Marine, or the American Red Cross under such

circumstances that, under the laws of the United States, he has the right to be re-employed by the Company, provided he satisfies certain conditions, shall, upon his having satisfied such conditions, be restored to that position to which he is entitled under such laws.

2. (a) Unless the Company is required by said laws of the United States to do otherwise, the provisions of the proceeding paragraph 1, mean such employee shall be reinstated in the former position, or to a position carrying a rate not less than that in effect at the time of his return on his former position, unless during his absence:

1. An opening has occurred in the plant on a higher-rated job, and an employee with less departmental seniority than the veteran has been placed on such job during the veteran's absence and is working on such higher-rated job when the veteran returns. In such a case, the returned veteran will be offered the higher-rated job, provided he can do the job, or learn it in a reasonable time. If he accepts such a job, he will displace the employee on the higher-rated job who has less plant seniority; or

2. A reduction has occurred in the plant so that the veteran, if he had not been absent on account of military service, would not now occupy the job he left. In such a case, the returned veteran will be offered a job equivalent to what he would have been entitled to, under the operation of the applicable seniority provisions, had he not been absent on account of military service. Employees displaced by a returning veteran will be demoted in accordance with normal plant practice.

(b) For the purpose of Article XIV of this Agreement, an employee's seniority shall accumulate from the date on which he leaves his position in order to enter upon active service in the Armed Forces of the United States, Merchant Marine, or the American Red Cross until the date on which he is restored to a position, in accordance with paragraph 1 above and this paragraph 2, to the extent that it would have accumulated had he not entered upon such active service.

(c) No employee shall receive vacation pay while on or for such active service.

3. Employees who are members of the Reserve Forces and who are ordered to temporary duty will, upon presentation of appropriate orders for such duty, be given time off, not to exceed two (2) weeks. The employee shall receive a normal week pay, less military pay, for each week of such duty.

ARTICLE XII GRIEVANCE PROCEDURE

1. The plant grievance committee of employee representatives, not to exceed three (3), shall be designated by the Union. They will be afforded the necessary time off to attend any grievance meeting with the Company's designated representatives for the purpose of settling

any and all disputes, as provided for herein. Employees attending such meetings shall be paid if it is necessary for them to be away from their work to attend such meetings during the normal workday of eight (8) hours. If it is necessary for an employee to leave his job in order to handle a grievance, he shall not do so without first obtaining permission from his immediate supervisor, provided that such permission will be granted promptly, without unduly interfering with production. The Company will supply the necessary information from the record to the grievance committee whenever it is necessary.

2. Should differences arise between the Company and the Union, or between the Company and the employees, or between the employees of the Company, or should any local trouble of any kind arise, pertaining to matters involved in this Agreement or incident to the employment relation, there shall be no strike, stoppage, slow-down, or suspension of work on the part of the Union, or its members, or lock-out on the part of the Company, on account of such disputes. Such should be handled through the grievance procedure in the following manner and order, and it is the declared policy of the parties hereto that all such matters shall be settled as promptly as possible.

Step 1: The aggrieved employee, accompanied by the Steward if the employee desires, shall consult with the employee's foreman. If a group of employees are involved in the grievance, the Steward shall represent the employees.

Step 2: In case settlement is not reached in Step 1 within three (3) working days, the grievance shall be reduced to writing, and the matter shall be taken up with the Plant Committee, with or without the aggrieved employee and the foreman involved, and the Plant Superintendent or Territory Supervisor. A decision shall be rendered in writing within four (4) working days, unless extended by mutual agreement.

Step 3: In case settlement is not reached by Step 2, the complaint will be referred to the Union Business Representative and the District Manager for settlement.

Step 4: In case of failure to arrive at a mutual agreement of the grievance between the Union and the Company in the above Step 3, the grievance shall be referred to arbitration. The Company and the Union shall within ten (10) working days agree upon an arbitrator, who shall hold a hearing, at which each party will have an opportunity to present his case. The parties hereby agree to accept the arbitrator's decision as final and binding. The arbitrator, in making the decision, shall be bound and governed by the provisions of the Agreement, and restricted to its application of the facts presented. No lie detector test, voice stress analyzers, or other electronic devices shall be used in the determination of such facts. Expenses and fees of the arbitrator will be shared equally by the Union and the Company.

At any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any grievance, complaint, difficulty, dispute, or to process further, if in the judgment of the Executive Board, such grievance

or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under this Agreement to the satisfaction of the Executive Board.

3. When a settlement is arrived at, at any stage of these procedures, such settlement shall be final and binding on all parties concerned. Grievances beyond the first step shall be reduced to writing, and settlements beyond the first step shall be given in writing. No grievance or difference shall be processed under the above grievance procedure, unless presented by the employee or the Union to the Company in the first step within one (1) week from the time of aggrieved and the Union have knowledge of such grievance or difference; however, if the grievance is not initiated in this time period, the Company will have no obligation on retroactivity for longer than one (1) week from the date of the first step. The second step must be pursued within ten (10) days of the first step, or the grievance is considered dropped. Any step that is not pursued within thirty (30) calendar days of the beginning of the prior step, unless extended by mutual agreement, shall be considered dropped.

ARTICLE XIII VACATIONS

1. All employees in the bargaining unit will be allowed vacation, based on continuous service, according to the schedule below:

1 year, but less than 2 years	1 week
2 years, but less than 7 years	2 weeks
7 years, but less than 15 years	3 weeks
15 years and over	4 weeks

1. (a) The Company shall post a Vacation calendar by department (Drivers, Garage, Maintenance & Production) each December 1 for the upcoming year. Employee's shall choose full vacation weeks by seniority from posting date through January 15th January 16th full vacation weeks will be open to all employees.

2. (a) An employee will qualify for a vacation when the employment record shows that he has worked at least one hundred eighty (180) days in any one calendar year. Each employee's vacation year shall start on January first of each calendar year. The Company shall pro-rate all vacation schedules to accommodate the calendar year vacation basis. New employees will be pro-rated, after one year of continuous service, to the next January 1st. Then all anniversary dates are recognized as January 1st of each year for vacation.

(b) Credit toward the 180-day requirement will be given only for days (at least four pay hours) actually worked, vacation time, and workdays missed due to injuries sustained in the course of employment (for one (1) year only).

3. Pay for the vacation periods shall be computed on the basis of **forty-five (45)** hours per week at the employee's regular rate of pay.

4. For the purpose of determining future vacation qualifications, war service of employees restored to employment in accordance with the rights under the law of the United States because of service in the Armed Forces of the United States, Merchant Marine, or the Red Cross, shall be considered as actual time on the payroll. It is understood that no employee will be given vacation pay during or for the time spent in war service.

5. Employees who have qualified for their vacation under this vacation plan, but who become sick or are injured prior to having received their vacation may, upon request to the Company, receive their vacation pay.

6. Vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation period is left to the Company, in order to assure orderly operation of the plant.

7. (a) Vacations will be granted only in the year in which they are due, and may not be carried over to the following year. If; however, due to some emergency, an employee is not permitted to take his vacation during the year in which it is due, he shall be paid for any unused vacation.

(b) After an employee has met the 180-day requirement, he may have his vacation scheduled prior to his calendar year, subject to six (6) above. However, this shall not apply to the employee's first vacation, or to the extra week to be allowed after the second year, and after the seventh year, and after the fifteenth year. Two (2) separate vacations may not be scheduled consecutively.

8. Employees qualified for a vacation, who are separated from the service of the Company for any reason except stealing, shall be allowed pay for their vacation for which they have qualified.

9. Employees are entitled to receive their vacation pay at the beginning of the vacation period, if so desired, so long as the employee has requested in writing 2 weeks prior to the beginning of his/her vacation.

10. Employees with over one (1) year of continuous service, terminated for other than discharge for cause or quit, shall be allowed partial pay for their vacation for which they are qualifying, prorated on the number of days they have actually worked of the 180-day requirement.

11. If any employee is on vacation and it becomes necessary for he/she to attend the funeral of a relative covered by this Agreement, the employee will receive funeral pay and will be entitled to reschedule the number of days vacation for which the employee received funeral pay.

ARTICLE XIV SENIORITY

1. The recognized departments in the bargaining unit, for purposes of seniority provisions, are Plant and Transportation. Seniority of each employee, as heretofore agreed upon with the representatives of the Union, will remain in effect, unless otherwise agreed upon between the plant management and the Local Union representative. The Company agrees to post departmental seniority lists on the main Bulletin Board, and to bring such lists up to date every three (3) months.

2. Seniority will operate on departmental basis. Promotions, demotions, lay-offs, and recall will be based on length of continuous service within the department provided the employee can perform the job, or learn it within thirty (30) working days, unless extended by mutual agreement of the Company and Union. In case of necessity, where no applicant is available who can perform the job, and there is sufficient time in view of such necessity to teach the job to an applicant, a new employee may be hired for such a vacancy. Where a promotion is waived by an employee, he shall not be entitled to exercise his departmental seniority with respect to that job earlier than such time as it again becomes vacant. If an employee successfully bids a job, and is then disqualified or disqualifies himself, he may not again bid on a job classification for one (1) year, except with the consent of the Company.

3. When the number of persons employed in a job classification is reduced, the assignments of employees to jobs within the changed job classification shall be made in accordance with the past seniority service of the employees on the respective job.

4. In the event the Company shall change the work week for employees in any job and classification, employees, on the basis of their departmental seniority, shall have the choice of their work shift, provided such right shall be exercised only one (1) time by each employee during any 365-day period.

5. When new jobs are created, or vacancies occur in jobs already established, such jobs will be posted for three (3) days, and employees entitled to bid on said jobs. At the close of the three-day period, the employee with the most departmental seniority in the department where the job is to be filled, who bid on the job, will be the successful bidder, and shall be placed on the job. In case no employee within the department bids on such job opening, then other employees in other departments may bid on such job, in the order of plant seniority, before a new man shall be hired for such job, subject to the provisions of paragraph 2 above. Any employee who was absent from the plant during the period of time that a job opening was posted, due to

sickness, injury, or vacation, shall have the opportunity to exercise his right to bid on such job opening, in accordance with his departmental or plant seniority, upon returning to work, providing that such right is exercised within three (3) days after returning to work, unless he was notified.

In the event a job becomes vacant and is not filled within 30 days, then the employee performing the task(s) will be compensated at the classification rate of pay starting the 31st after 30 days of performing the task of the vacant position.

Bids for drivers shall be by equipment type. however, not geographically or customers of a particular type. The Company shall post bid by equipment type when a vacancy occurs. Equipment types shall be Claw Units. Non-Claw Units & Grease (Finished & Restaurants).

6.
 - (a) All job postings shall show the scheduled hours of work for such jobs. All jobs shall be posted as permanent, except those temporarily vacant, due to sickness, injury, vacation, or leave of absence. The Company shall fill temporary vacancies with any qualified man in the department with regard to seniority, but such temporary vacancy shall not be for more than three (3) weeks, except by mutual agreement by the Union and the Company. If the employee regularly holding the job has not returned at the end of the three (3) weeks, except by mutual agreement by the Union and the Company, the job shall be posted, as provided in paragraph 5 above. An employee filling a temporary vacancy will not acquire job rights on that job.
 - (b) If a job is posted, and then at a later date discontinued for an indefinite period, the employee on the job at the time it is discontinued will be permitted to return to his former job with all his rights. If this should result in additional changes on other jobs, the same practice of returning to former jobs with seniority shall prevail.
 - (c) If a job is restored after being discontinued, the employee that was performing the jobs at the time of discontinuation will have the option of restoring to the job or refusing the job.
 - (d) Jobs that are discontinued for short periods of time for mechanical repairs shall not be considered as "discontinued for an indefinite period".
 - (e) If a temporary vacancy occurs, other employees holding the classification of the vacated job will be given an opportunity to fill the vacancy by working extra hours, in order of their department seniority, for not to exceed the time required to fill the vacancy in accordance with paragraph 6 (a) above, and only if this can be accomplished without disrupting the work schedule.
 - (f) An employee holding a regular job classification shall perform a job not classified or covered by this agreement and assist other plant

employees when directed/asked to do so, so long as the employee has been trained, is qualified and capable of performing the task.

7. Employees shall not acquire any seniority rights until they have accumulated sixty (60) working days' service, unless extended by mutual agreement of the Union and the Company. Until that time, they shall be considered probationary employees, and may be discharged at any time, without reference to seniority, and the Company shall be under no obligation to rehire them. However, if an employee is continued in employment for more than sixty (60) working days, then his seniority rights shall date from his original date of employment. The sixty (60) working days' service must be accumulated within a 120-day period.

8. Employees proved to have been suspended, laid-off out of turn, or discharged without proper cause, will be returned to their former position, and will be paid for all time lost, provided complaint is made within one week from the date of the suspension, lay-off, or discharge.

9. Layoffs and re-employment will be based on accumulated departmental seniority. The seniority of an employee shall be considered broken, and all rights forfeited, when he:

(a) Voluntarily leaves the service of the Company or is discharged for cause.

(b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. Employees will be notified by telegram or registered letter at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights; provided, however, that in cases of inability to report as ordered, upon immediate notification to the Company, they will be given five (5) additional days within which to report. Employees who are unable to report within the five (5) days because of sickness or accident will be given additional time within which to report, such time not to exceed the period that such disability, as shown by acceptable medical evidence, prevents their return to work.

(c) Has been out of employment by the Company for a period of twelve (12) months or longer.

ARTICLE XV MISCELLANEOUS

1. The Company agrees to provide one (1) bulletin board for the exclusive use of the Union. Notices may be posted on such matters as Union meetings, social affairs, recreational affairs, and Union elections and appointments. Other notices may be posted, subject to the approval of the management as to their contents.
2. The Company agrees to furnish five (5) uniforms per year, selected by the Company, on or about October 15th of each year, for all employees who have been continuously on the payroll for ninety (90) working days or more. The employees agree to wear the most recent uniforms provided. Company shall have the option to provide said uniforms or provide uniform rental service. For animal drivers, an outer garment shall be

selected in lieu of one (1) uniform, while maintaining equal value.

For Biosecurity compliance Employees are expected to change into Company provided uniforms prior to clocking in and change back into their street clothes after clocking out at the end of each day. It is not acceptable for employees to wear or take-home uniforms.

3. Foreman or other plant supervisors will do no production or maintenance work, except for instruction, for inspection of work performed, or in case of emergency. Foremen or supervisors at reload stations are exempt from this provision.
4. Each employee shall be allowed two fifteen (15) minute relief periods with pay for each day of work, beginning and ending at his work place or station. The first relief period shall be at a reasonable time between the employee's starting time and lunch period. The second relief period shall be at a reasonable time between the end of the lunch period and quitting time. The lunch period shall be thirty (30) minutes without pay, approximately midway during an employee's regularly scheduled workday. Break periods and lunch periods may be interrupted by job need caused by an operating emergency. All drivers are required to adhere to DOT regulations including DOT Pre Trips, DOT Post Trip Inspections, DOT Hours of Service, including taking their full 30-minute unpaid lunch break in full prior to their 8th hour of duty.
5. The Company shall continue its present practice of furnishing tools, safety equipment to those employees who need them in performance of their duties.
 - (a) Where deemed necessary by the Company, employees who have had six (6) months or more service with the Company will receive up to one (1) pair of boots, selected by the Company, every six (6) months, provided they will turn in an old worn out pair. All boots must comply with the Company's Boot Personal Protective Equipment specifications.
 - (b) Where deemed necessary by the Company, employees will receive up to one (1) pair of gloves, selected by the Company, per week, provided they turn in an old worn out pair.
6. The Company shall continue its present practice of paying necessary expenses of those employees who perform services for the Company away from the plant premises, or when transferred on a temporary basis without change in domicile and shall pay necessary expenses of moving household property when transferred on a permanent basis.
7. When an employee is absent from work to perform jury service, the Company will pay for up to eight (8) hours per day at his regular rate of pay for each hour of such absence, less jury fees received by him for such service.

8. The Company agrees to pay or reimburse plant department employees the cost of the first boilers license test, boilers license, and annual renewal of boilers license.
- (a) The Company shall reimburse each employee (excluding reload route drivers, general service drivers, and plant department employees) the initial additional cost to upgrade from a Class B CDL to a Class A CDL (Commercial Drivers License) with tanker endorsement. This reimbursement is for the initial cost to upgrade from a Class B CDL to a Class A CDL with Tanker Endorsement, not CDL renewals.
9. There shall be a joint Company-Union Safety Inspection Committee, composed of three (3) employee representatives appointed by the Union, and one or more representatives appointed by the Company, each to serve for a minimum term of three (3) months. Meetings shall be scheduled at such time and in such manner so as not to interfere with the orderly operation of the plant. Reports of each meeting will be sent to both the Company and the Union.
10. The Company agrees to make authorized deductions from pay checks for deposit to Union credit union when sufficient interest warrants.
11. Company agrees to send 2 employees to the Iowa Safety Conference at the company's expense.

**ARTICLE XVI
SICK BENEFITS**

When employees are absent because of disability due to sickness, they will receive sick benefits according to the following schedule:

Continuous service from last date of employment	Sick leave per employee per calendar year
Less than one (1) year	None
Over one (1) year	Two (2) working days
Over two (2) years	Four (4) working days
Over four (4) years	Six (6) working days

1. The Company is to be telephoned when the employee is absent because of sickness. The Company reserves the right to withhold benefits if this is not done.

2. The Company reserves the right to ask for a sickness report from the employee's physician, testifying as to the inability of an employee to work, before paying sick leave benefits. Employees will submit to medical examination of a physician appointed by the Company where such examination seems advisable to the Company officials. Each employee will be expected to cooperate with the physician in following such advice and direction as may be given.

3. No benefits will be paid for less than a full day of absence due to sickness. If an employee does not request and receive all of the sick benefits provided during a calendar

year, any unused benefits will be paid the first pay period of **February**, of the new calendar year on a separate check.

4. Benefits will be based on the rate of eight (8) hours regular straight time pay per day of absence.

5. Sick benefits will not be cumulative.

6. In the event of prolonged illness, an employee shall report to the Company by telephone a minimum of one (1) time weekly, and upon returning to work, shall present a doctor's certificate, showing physical fitness for work, if required by the Company.

7. In the event of prolonged illness lasting for one (1) year or more, the Company's obligation shall cease after the first year.

8. Employees suffering sickness during period of lay off or strike will not be eligible for any of the above-mentioned sick benefits, except when the individual is in the process of drawing sick benefits.

9. Sick benefits will not be paid during vacations.

10. Employees absent due to a compensable accident shall be paid a full day pay on the day of the accident, and four (4) hours of regular straight time pay for each additional day of absence, up to four (4) working days.

ARTICLE XVII INSURANCE

1. The Company agrees to provide a "Comprehensive Plan" including \$20,000 Life Insurance and an accident and sickness benefit of \$200.00 maximum per week which will begin the first (1) day of accident/the eighth (8th) day of sickness and extend for up to 26 weeks.

2. The Company shall contribute eighty percent (80%) each month for the Company Comprehensive plan on behalf of each eligible employee. The remaining twenty percent (20%) shall be borne by the employee and will be deducted weekly through payroll deduction.

(a) Employee contributions will be payroll deducted on a pre-tax basis (IRS/SEC 125) as long as federal law allows.

3. The Company reserves the right to amend or modify the terms of the Plan. However, it is the intent of this agreement that any said changes or modifications will not reduce the negotiated benefits levels or will maintain comparable benefit levels.

4. If an employee is off work for four (4) weeks drawing sick leave benefits, the Company will pick up his co-pay for insurance premiums as long as the employee is eligible for Company paid insurance benefits. This article does not apply to any employee receiving Workers Compensation benefits.

(a) Insurance coverage shall remain in effect until the first day of the month following a layoff.

(b) Insurance coverage shall terminate on the first day of the month following termination of employment.

ARTICLE XVIII PENSION

1. The Company agrees to the establishment of the United Food and Commercial Workers Union and Industry Pension Program.

2. Contributions shall be dollars and cents per month.

3. Contributions will be made for employees who have worked a minimum average of thirty (30) hours a week, or one hundred twenty (120) hours during the month for which contributions are made.

4. The Company will, for newly hired employees, begin contributions to the Company 401k in the month following the month in which the employee has completed sixty (60) days on the payroll.

5. Days not worked due to paid holidays, vacation time, days missed because of illness or injury up to one (1) year, funeral leave, jury duty, will be considered as days worked, for the purpose of determining requirements in paragraph 3 above.

6. The Company is not required to make contributions to the Pension Fund for employees whose employment is terminated during the month.

7. Effective September 1, 1982, the \$50.40 contribution shall fund all service years. Effective September 1, 1982, an additional \$25.80 contribution shall be added per month to fund future years of service. Effective February 12, 2000, an additional \$12.15 Contribution shall be added per month to fund future years of service, Effective February 12, 2004 an additional \$ 9.60 contribution shall be added per month to fund future years of service, for a total of \$107.71 per month, per employee.

8. Effective February 12, 2012, an additional \$9.80 contribution shall be added per month to fund future years of service for a total of \$107.71.

9. Effective March 9, 2008 the employer will establish a 401k program for all employees.

Anyone hired prior to that date will have no company matching contributions. Anyone hired after March 9, 2008, in lieu of pension, will have a company contribution of 107.71 per month (24.86 per week).

Effective February 12, 2016, employees hired after March 9, 2008, in lieu of pension, will have a company contribution of \$109.85 per month (\$25.36 per week).

10. Effective February 12, 2016, the pension contribution rate for those Employees eligible for the Pension Program from \$107.71/month to \$109.85/month or from \$24.86/week to \$25.35/week.

ARTICLE XIX FUNERAL LEAVE

1. In the event there is a death in an employee's immediate family, he shall be entitled to up to three (3) days off with eight (8) hours of straight time pay for each day, if the time is necessary for arranging and/or attending the funeral.

2. The immediate family shall be: spouse, children, mother, father, brother, brother-in-law, sister, sister-in-law, or the spouse's father or mother, grandparent, or grandchild, or stepchildren residing with the employee.

3. In the event of the death of the employee's spouse or child, he shall be entitled to five (5) days off with eight (8) hours of regular straight time pay for each day.

4. The Employee shall provide the relatives Obituary to the company in order to be paid for any funeral leave.

ARTICLE XX LONGEVITY HOURS (BONUS)

Employees with over three (3) years of service who are laid off shall be subject to the following:

1. Shall receive written notice at least two (2) weeks prior to being laid-off. This shall not apply to employees on temporary recall.

2. Shall receive sixty (60) hours pay at their straight time hourly rate for each full year of seniority. Date of payment subject to the following conditions and options:

(a) May receive this longevity bonus within two (2) weeks of date layoff, but then forfeits all seniority rights, including recall, or:

(b) May maintain seniority rights, including recall, up to twelve (12) months, and if not recalled, may then receive this longevity bonus, subject to meeting provisions or recall provided in ARTICLE XIV, paragraph 9(b).

The union reps shall have the right to visit the site and have conversations with the members during employee's break period. lunch period, before the employee's shift or at the end of the employee's shift

ARTICLE XXI TERM OF AGREEMENT

This Agreement will take effect as of **February 12, 2020**, and will remain in effect until **February 12, 2024**, and from year to year thereafter; provided, however, that this Agreement may be terminated on **February 12, 2024**, and of any year thereafter by either party, on written notice mailed to the Company or to the Union at least sixty (60) days prior to **February 12, 2024**, or prior to **February 12** of any year thereafter.

COMPANY:

Darling Ingredients, Inc

Philip Anderson



UNION:

**UNITED FOOD AND COMMERCIAL WORKERS,
DISTRICT LOCAL UNION 431**

Mabiala Kuelo



Economic Agreement:

Darling Ingredients Inc & UFCW Local 431 Economic Agreement					
	Current	Increase	Increase	Increase	Increase
	Rate	\$ 0.60	\$ 0.50	\$ 0.50	\$ 0.40
Article VII Wages	2/12/2019	2/12/2020	2/12/2021	2/12/2022	2/12/2023
Maintenance Class 1	\$ 20.20	\$ 20.80	\$ 21.30	\$ 21.80	\$ 22.20
Maintenance Class 2	\$ 22.20	\$ 22.80	\$ 23.30	\$ 23.80	\$ 24.20
Maintenance Class 3	\$ 24.20	\$ 24.80	\$ 25.30	\$ 25.80	\$ 26.20
Operator	\$ 17.65	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.65
Pollution Control	\$ 17.65	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.65
Driver Laborer	\$ 17.15	\$ 17.75	\$ 18.25	\$ 18.75	\$ 19.15
Plant Utility	\$ 16.65	\$ 17.25	\$ 17.75	\$ 18.25	\$ 18.65
2nd Shift Premium	\$ -	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
3rd Shift Premium	\$ -	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Truck Maintenance	\$ 23.23	\$ 23.83	\$ 24.33	\$ 24.83	\$ 25.23
Truck Service Tech	\$ 20.23	\$ 20.83	\$ 21.33	\$ 21.83	\$ 22.23
Rest Grease Driver	\$ 20.23	\$ 20.83	\$ 21.33	\$ 21.83	\$ 22.23
Route Driver	\$ 19.50	\$ 20.10	\$ 20.60	\$ 21.10	\$ 21.50
Premium					
Boiler License Premium	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
Class A Tanker Runs	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Claw Runs	\$ -	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Lead/Trainer	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
New Hire Rate 1-90 days	\$ (0.50)				
New Hire Rate 91-180 days	\$ (0.25)				
New Hire Rate During Probation		\$ (0.50)	\$ (0.50)	\$ (0.50)	\$ (0.50)
Article XVII Insurance, Sec 2					
Employer	80%	80%	80%	80%	80%
Employee	20%	20%	20%	20%	20%
Pension-401K Sec 9 & 10					
Month	109.95	109.95	109.95	109.95	109.95
Week	25.36	25.36	25.36	25.36	25.36



Darling Ingredients Inc.
Disciplinary Action Policy

For internal Company policies and procedures, including safety programs, and daily functions to work properly within the workplace, a disciplinary program must be incorporated to deal with those employees and managers who, for whatever reason or another, cannot or will not follow the policies and procedures as required by the Company for maintaining a safe and positive working environment. In most cases proper training and education will reflect in the attitude Company personnel will take toward the proper use of Company programs, including Company safety programs, and maintain a good, safe and well maintained and managed business. However, recognizing that occasionally some employees will continue to fail to comply, then a disciplinary procedure is in force at Darling Ingredients Inc. as indicated below:

First Offense	Oral Warning Documented in Employee File
Second Offense	Written Warning
Third Offense	One (1) Day Suspension without Pay
Fourth Offense	Three (3) Day Suspension without Pay
Fifth Offense	Termination of Employment

The Company reserves the right to utilize the "Last Chance Settlement Agreement" versus termination so long as the Company, Union and Employee are all in agreement that such would be beneficial to the Company and the Employee. At the same time the Union has right to the grievance procedure should the Union disagree with the Company's decision not to utilize the "Last Chance Settlement Agreement".



Darling Ingredients Inc.
Attendance Policy

The Company considers attendance and punctuality an important part of daily operations. Absences and tardiness prevent us from getting the work done and create a burden for co-workers. Regular attendance during all scheduled hours of work, reporting for work on time, and continuing to work to the end of the work period are expected of every employee. If you will be late for work or absent, you must notify your supervisor directly as early as possible, but not later than one hour prior to your regularly scheduled start. In the event the Employee is unable to get in contact with their direct supervisor, then the employee must call the department Manager (Plant Manager or Transportation Manager) In a case where the Department Manager does not answer then the employee shall leave a message on the Department Managers voice mail. Failure to follow appropriate call-in procedures may lead to disciplinary action up to and including termination. Any employee who is absent from work for more than one day, must call in to report on his or her condition on a daily basis.

First Offense	Oral Warning Documented in Employee File
Second Offense	Written Warning
Third Offense	One (1) Day Suspension without Pay
Fourth Offense	Three (3) Day Suspension without Pay
Fifth Offense	Termination of Employment

As for LOA and FMLA absences, the employee shall follow the call-in procedures as required to those particular type of absences.

The Company reserves the right to utilize the "Last Chance Settlement Agreement" versus termination so long as the Company, Union and Employee are all in agreement that such would be beneficial to the Company and the Employee. At the same time the Union has right to the grievance procedure should the Union disagree with the Company's decision not to utilize the "Last Chance Settlement Agreement".

UFCW DISTRICT LOCAL UNION 431

BOB WATERS
PRESIDENT

SCOTT NOYD
SECRETARY-TREASURER

Davenport Office
2411 W. Central Park Avenue
Davenport, Iowa 52804

(563) 323-3655
1-800-292-7293

You can contact your local union
On the Internet

Our Website address is:

www.ufcw431.com

Please attend your union meetings