

**AGREEMENT**

**BETWEEN**

**DARLING INTERNATIONAL INC.**

**and**

**UFCW LOCAL 770**

**September 3, 2021 – August 30, 2025**

## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between DARLING INTERNATIONAL INC. OF LOS ANGELES, a Division of Darling International Inc., hereinafter referred to as the Employer, and UFCW LOCAL 770, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the Union. It is in the mutual interest of the Employer and the Union to provide for a schedule of wage rates and working conditions for employees of the Employer within the jurisdiction of the Union.

### **ARTICLE I - RECOGNITION AND UNION SHOP**

1. For purposes of collective bargaining as to wages, hours and working conditions, the Employer recognizes the Union as the representative of all the Employer's production workers except as hereinafter set forth. Excluded from the coverage of this Agreement are all other employees in classifications presently represented for purposes of collective bargaining by the International Union of Operations Engineers, the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and the International Association of Machinists, and all office and clerical workers, guards, shift supervisors and supervisory employees.

2. It is mutually agreed that only employees doing work that arises under the jurisdiction of the Union shall be allowed to perform work as provided for in this Agreement.

3. All employees covered by this Agreement shall, on or immediately following thirty (30) days after their employment, or on or immediately following thirty (30) days after the signing of this Agreement, whichever is later, become members of the Union and retain such membership in good standing as a condition of employment. "Membership in good standing" shall mean an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept said employees into membership on the same terms and conditions generally applicable to other members.

4. It shall be the duty of the Employer to notify all new employees that they must become members of the Union on the thirty-first (31st) calendar day after the date of their employment by attaching a copy of this Section 3 to the checks of all new employees once during the first thirty (30) days of their trial period. Employer will provide copy of the Collective Bargaining Agreement to each Employee.

5. The Employer agrees to notify the Union of the number and classification of new employees or additional employees needed. The Employer will consider the applicants referred by the Union, together with any other applicants. No applicant will be preferred or discriminated against by the Employer because of membership or non-membership in the Union and the Employer reserves the right to reject any applicant.

6. The Employer agrees to notify the Union promptly of all terminations, layoffs, hires, rehires and other changes in the status of personnel working under the terms of this Agreement,

such notice to be forward to the office of the Union within one (1) week after the effective date of such change.

7. A duly authorized representative of the Union shall have the privilege, during working hours, of contacting employees covered by this Agreement. Such representative shall, at all times, carry credentials showing his authority, and these credentials shall be displaced at any time upon request from the Employer. The Union agrees that such representative shall avoid all unnecessary visits, particularly during rush hours, and that in no event shall such representative be permitted to unreasonably interfere with production. The Union agrees further that any duly authorized representative of the Union who visits the plant must check in first with the Front Office and be announced to the Plant Superintendent or his designee before entering the plant.

8. The Employer agrees to prominently display the Union Shop Card at all times in at least one conspicuous place.

9. The Employer agrees to deduct from the pay of all employees covered by this Agreement who furnish to it a written authorization, the dues of the Union and to remit such dues to the Union no later than the end of the calendar month following the month in which the dues are deducted. The employer shall deduct voluntary political contributions to the union deducted from employees' paycheck with written authorization.

10. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues owed and to be deducted for such month from the pay of such members, and the Employer shall deduct such amount from the first pay check following receipt of the statement of certification of the member and remit to the Union in one lump sum.

11. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

12. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability or loss that shall arise out of or by reason of application of the foregoing check-off provisions, including but not limited to attorney's fees and litigation costs.

## **ARTICLE II - STRIKES AND LOCKOUTS**

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any slow-down, work stoppage, refusal to perform services or strike against the Employer, and the Employer shall not cause, permit or engage in any lockout of the employees covered by this Agreement. The refusal of any employee or employees to cross a picket line at the premises of any Employer including their own shall not constitute a violation of this Agreement and shall not be cause for discharge or discipline, with the understanding that such action is sanctioned by the United Food Commercial Workers International Union.

### **ARTICLE III - BULLETIN BOARD**

The Employer shall establish and maintain a bulletin board conveniently accessible to the employees for the posting by the Union, and only by the Union, of official notices not of a political character.

### **ARTICLE IV - WORKING CONDITIONS**

1. During each shift, at regular times designated by the Employer, two (2) rest periods shall be allowed without reduction in pay. A fifteen (15) minute rest period shall be granted during the first half of each shift, and a fifteen (15) minute rest period shall be granted during the second half of each shift. These rest periods shall not interfere with the proper and continuous operation of the plant. Employees required to work twelve (12) hours or more shall be granted an additional fifteen (15) minute rest period. Employees not permitted to take their breaks will receive the break time as additional pay.
2. It shall be the responsibility of each employee covered by this Agreement to notify the Employer of any change of address within seven (7) calendar days after such change of address is effective. Company will periodically remind employees on their paycheck stub to update phone number and address.
3. The Employer will provide five (5) changes of clothes per week. The employee is responsible for his uniforms and any lost or stolen uniform replacement costs will be paid for by the employee (unless in the case of theft, the uniform was stolen from a secured place for uniforms which the Company has supplied and the employee had used). Employees are not permitted to remove uniforms from Company property.
4. The Employer will provide a boot allowance of \$150.00 twice per year.

### **ARTICLE V - PAID SICKNESS AND DISABILITY LEAVE**

1. Computed from their anniversary date of employment, each employee covered by this Agreement shall be eligible for sickness and disability leave benefits solely in accordance with the following:
  - a) Sickness and Non-Industrial Accident Eligibility -- In accordance with California law, employees with ninety (90) days, but less than one (1) year, of service will be entitled to take up to twenty-four (24) hours of sick leave during their first year.
  - b) Industrial Accident Eligibility -- First day of employment but not to exceed six (6) days at any time during the first two (2) years of continuous employment.
  - c) Payment begins -- First day in each instance.
2. Each employee shall accumulate six (6) days of paid sickness and disability leave each year. Unused sickness and disability leave will be paid-out two weeks prior to Christmas.

3. The amount payable for sickness and non-industrial leave shall be the amount the employee would have earned at his straight-time rate on his regular shift had he not been sick or disabled, less any amount he received or is entitled to receive from State Disability Insurance, State-approved private disability insurance, or Workers' Compensation. However, during any year of employment, an employee's paid sickness and disability leave shall never exceed forty-two (42) days at his straight-time rate on his regular shift.
4. The provision for the integration of sick leave pay with unemployment compensation, disability benefits and Workers' Compensation temporary disability benefits shall mean that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of daily hospital benefits which may be payable to an employee, shall equal 100% of the employee's regular daily wage at straight time. If the sick leave allowable to an employee when so combined with State benefits exceeds 100% of his regular daily rate at straight time for any one (1) day, then such sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as part of his sick leave pay credits.
5. It shall be the responsibility of an employee who is absent for any period in excess of one (1) day to inform the Employer one (1) working day in advance of his intended return. It shall be the responsibility of an employee absent in excess of one (1) week to inform the Employer of his intent to return on the Thursday preceding his return.
6. Paid sickness and disability leave shall be paid for six (6) of those days at their then straight time rate of pay.
7. The Employer may request any employee to submit reasonable proof of sickness or disability, and any fraudulent use of sickness or disability leave shall be considered sufficient cause for discharge. "Reasonable proof" may take the following form: (a) a certificate brought from the Company clinic or employee's own doctor visited by the employee stating the fact of the visit and the exact nature of the illness or injury treated; or (b) a certificate mailed to the Company by the employee's own doctor stating that they received a call from the employee and stating the illness or injury complained of on which advice was given; or (c) a certificate by the employee on a form supplied by the Company on which they affirm that they were ill but did not consult or see any doctor, and states the exact nature of their illness or injury, with receipts attached showing any medicine purchased to treat the illness or injury. Workers do not have to provide proof of sickness or disability for absences of two (2) days or less.
8. In the case of an industrial accident where the Employer directs the employee to visit the doctor on the date of the injury, and the doctor advises such employee that they should not return to work on such day, then and in such event such employee shall be paid for the balance of such day not worked at their regular straight-time hourly rate of pay, such pay not to be charged to sick leave.
9. Employees will receive a pay-out of 50% of their banked sickness and disability leave upon retirement.

## **ARTICLE VI - HEALTH AND WELFARE**

1. The Employer shall continue to contract with the Western Alliance Trust Fund to provide benefits with Kaiser and MIDA for each employee who has worked eighty (80) or more hours during a calendar month (subject to the provisions of Section 5 below). Hours worked shall be understood to include all vacations, holidays and sick leave time as paid for under the existing collective bargaining agreement. Such benefits shall include medical prescriptions, dental, vision, life insurance and accidental death coverage. Employer shall not make contributions on probationary employees until they have completed ninety (90) days on the job.
2. It is the express intent of the parties to this Agreement that retiree Health and Welfare benefits, if any, created by the language contained in this Agreement, are only for the term of this Agreement. Subject to provision of applicable law, in no event shall any employee, former employee or retiree obtain any vested right to future Health and Welfare benefits as a result of this Agreement.
3. The parties hereby instruct the Trustees of the Health and Welfare and Dental Trusts to amend all plan documents and any other materials distributed to employees, former employees or retirees by inserting the language of Section 2 of this Article.
4. The Employer's payments to said Trust Funds shall be made on or before the fifteenth (15th) day of the month following any month for which payments are due, and such payments shall be for the purpose of providing insurance and welfare benefits for employees covered by this Agreement and their dependents. Any failure by the Employer to make the above specified payments when due shall constitute a material breach of this Agreement.
5. Maintenance of Benefits- In the event that additional premiums are required to maintain the benefits in the Plan, the company will pay increases in the health and welfare premium up to \$1571.70 per month effective August 30, 2022, up to \$1640 per month effective August 30 2022, and up to \$1,700 effective August 30, 2024. If the increase for the health and welfare premium exceeds these amounts, the difference will be split between the employer and the employee. This split will be 50/50 up to 5% of the base. If the premium exceeds the additional 5% the employee will be responsible for all amounts above the aforementioned 5%.
6. The collective bargaining Parties acknowledge that the Employer contribution rate established in Section 1 above will not cover the entire cost of the benefits provided by the Fund. It is the expressed intent to use the Trust's cash reserve, to the extent possible, to cover the amount of the plan cost which exceeds the funding available in Section 1 above.
7. ACCEPTANCE OF TRUST: The parties hereby agree to accept, and to be bound by, the terms of the existing Declaration of Trust providing for the Western Alliance Trust Fund, required to accomplish the provisions of this Collective Bargaining Agreement, together with any amendments which may be made from time to time to the Trust, and to become parties to the Trust. The parties hereby agree to sign the appropriate Trust Acceptance Agreement in order to implement this article.

**EMPLOYER CONTRIBUTIONS:** The Employer hereby agrees to contribute to the Western Alliance Trust, for purpose of providing Medical, Dental, Vision and Life and Accidental Death & Dismemberment coverage for each full-time employee and their eligible dependents. Contributions shall be payable to the Western Alliance Trust on or before the 20th of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Employer is responsible for the timely enrollment and reporting of all eligible Employees, in accordance with the effective date of coverage. The Employer is responsible for the full contribution for any un-enrolled Employee, just as the Employer would be responsible for the full contribution for an Employee who properly enrolled.

**ELIGIBLE EMPLOYEE:** For purposes of this Agreement a regular full-time employee is defined as a full-time employee who is on the payroll on the first (1st) day of the month and who has completed at least 60 days (90 days if allowed by federal and state law) of continuous employment. Eligible employees shall enroll in the plans offered in accordance with the rules of the Trust. All eligible full time employees shall be covered, unless a Trust Fund waiver of benefits is in effect as provided below in Section 4.

**WAIVER OF COVERAGE:** Eligible employees may waive their Group Health & Welfare benefits based on having met the following three (3) conditions:

1. Employee is required to make a premium contribution;
2. Employee must submit a completed Trust Waiver form;
3. Employee must submit proof of other group health coverage.

For purposes of this Waiver of Benefits, and in accordance with Trust Fund rules, Life and Accidental Death & Dismemberment coverage in excess of the basic \$2,000 offered as part of the medical may not be waived. Each full-time employee must be covered for the Term Life Benefit, including a spouse in the same employment covered by this Agreement.

**MAINTENANCE OF BENEFITS:** If the costs of benefits are increased during the term of this Agreement, as determined by the Trustees of the Trust, the Company agrees to pay one-hundred percent (100%) of said cost, less any the Employee Contribution.

**EMPLOYEE CONTRIBUTION:** Employee shall pay, through payroll deduction, their share of contributions each month, for coverage, as provided herein.

**COMPLIANCE AUDITS:** Employer acknowledges that the Trust may conduct compliance audits of the Employer and that the Employer has an obligation to

cooperate with the Trust's representatives in connection with such compliance audits. Employer further acknowledges and understands that in the event a Trust audit results in a finding that Employer has failed to remit any required contributions, the Employer will be required to immediately remit any delinquent contributions, plus any applicable interest and/or liquidated damages assessed pursuant the Trust Agreement and/or Rules and Regulations. In addition the Employer could be responsible to reimburse the Trust for the cost of the audit, legal, administrative and other fees incurred or imposed by the Trust in connection with the audit.

AFFORDABLE CARE ACT COMPLIANCE: The Union hereby confirms, now and at all times during this agreement, that the Western Alliance Trust Fund (or any other fund chosen by the Union) offers medical benefits which comply with the requirements of the Patient Protection and Affordable Care Act ("ACA"), including, but not limited to:

(a) coverage within 90 days of commencement of employment, (b) at least one plan option which meets or exceeds the ACA's Minimum Essential Coverage Actuarial Value requirement (i.e., covers at least 60% of the employee's health benefits), and (c) coverage that meets the ACA's Affordability Requirement (i.e., the employee's contribution for a single coverage option is no greater than 9.5% of their household income).

#### **ARTICLE VII - PENSION PLAN**

1. Effective May 1, 2017, the Employer will contribute \$112.50 per month to each employee's retirement account that is currently sponsored by the company. The parties will continue to explore and discuss participation in the UFCW Industry Pension Plan.
2. The Employer will make the following hourly contributions to each employee's 401(k) plan based on 2080 hours:

Beginning with hours worked on or after August 30, 2022, \$1.25/per hour

Beginning with hours worked on or after August 30, 2023, \$1.45/per hour

Beginning with hours worked on or after August 30, 2024, \$1.65/per hour

#### **ARTICLE VIII - SENIORITY**

5. Plant seniority shall be measured from an employee's most recent date of hire. Employees shall acquire plant seniority only upon satisfactory completion of the probationary period provided for in Article XI, at which time their plant seniority shall date from their most recent date of hire.

6. On layoff and recall, assuming ability to satisfactorily perform the work, employees shall be laid off and recalled in order of their plant seniority, the most junior employee to be first laid off and the most senior employee on layoff to be the first recalled. In any layoff situation, an



employee shall be deemed "able to satisfactorily perform the work" of the position he holds on the date of layoff or any other lower bracket position.

7. "A permanent vacancy in a job classification shall be posted by the Employer on its plant bulletin board for a period of forty-eight (48) hours. Employees shall submit a written application on a form provided by the employer and thereby be considered by the employer for such vacancy." In any case where no employee has applied to fill a permanent vacancy, the Employer reserves the right to select either the least senior qualified employee or to hire a new employee. Assuming ability and aptitude are relatively equal, preference will be given to the applicant with the greatest plant seniority. If two (2) or more equally qualified applicants have the same plant seniority, the employee whose clock time is earlier on his seniority starting date shall be given preference. If such clock time is identical, the determination shall be made by toss of a coin. For the purpose of this Section 3, a permanent vacancy in a job classification shall mean a vacancy of more than three (3) months' duration. The company agrees to meet with the Union regarding the development of a program to provide cross-training for employees.

8. Assuming ability and aptitude are relatively equal; employees with the greatest plant seniority will be given preference in shift assignment and in filling a temporary vacancy in a job classification. For the purpose of this Section 4, a temporary vacancy in a job classification shall mean a vacancy of three (3) months' or less duration.

9. An employee promoted or advanced to a higher paying job classification shall continue to receive his same rate of pay until the Employer, within thirty (30) days or less, determines that he shall remain in such higher paying classification. At such time, the employee shall be given the difference between their rate and the rate of such higher paying classification retroactive to their starting date in the new job. If, within thirty (30) days, an employee fails to fulfill the requirements of a new job classification [or if an employee has been replacing another employee absent for more than three (3) months on sickness or disability leave or other authorized leave of absence], such employee in the new job classification (or such replacement employee) shall be returned to his previously held job classification without loss of seniority.

10. Seniority shall be lost for the following reasons only:

- c) Voluntary quitting.
- d) Discharge for just and sufficient cause.
- e) Failure to report to work within three (3) working days following recovery from sickness or disability or after an authorized leave.
- f) Failure to report to the Employer for reinstatement after layoff within five (5) working days after being advised by telephone, telegram or registered letter to report for work; or failure to keep the Company and the Union advised, while on recall status, of an address where the employee can be contacted for purposes of recall.
- g) Absence due to:

i) Layoff for a period of more than one (1) year.

ii) Leave of absence for non-industrial sickness or accident for a period of more than six (6) months; provided that at the end of that period, the Company and the Union shall review the condition of the employee and an extension of the leave shall be granted if the parties determine that there is a reasonable likelihood that the employee will be fully able to return to their regular job at the end of the extension.

iii) Leave of absence due to industrial illness or accident for a period of more than one (1) year, subject to the same review and extension rights, at the end of that one (1) year period, as are provided in (2) above.

11. Reliable Grease employees and Darling employees will maintain separate departmental seniority for layoffs, recalls, and vacancies.

#### **ARTICLE IX - LEAVES OF ABSENCE**

1. For good and sufficient cause, unpaid leaves of absence may be granted by the Employer for a reasonable period, and the Employer agrees not to withhold such permission unreasonably. All such authorized leaves of absence shall be in writing with a copy for the employee and the Union.

2. An unpaid leave of absence may be extended if the Employer's written permission for an extension is secured, and the Employer agrees not to withhold such permission unreasonably.

3. Any employee who accepts other employment while on a leave of absence pursuant to this Article, or while on sickness or disability leave pursuant to Article V, may be terminated and discharged by the Employer.

4. Company agrees to permit one (1) employee during the contract period to receive leave of absence of up to one (1) month to engage in union activities.

#### **ARTICLE X - BEREAVEMENT LEAVE**

If necessary for an employee to lose time from work because of death in the immediate family of such employee, they shall be entitled to three (3) days' paid leave of absence [eight (8) hours per day at straight time]. If necessary such employee shall be entitled to an additional two (2) days leave of absence without pay. "Immediate family" is defined to mean an employee's father, mother, current father-in-law, current mother-in-law, spouse, sister, brother or children (including legally adopted children), and grandparents. The Employer may require the employee to provide reasonable proof of death as a condition to receiving the paid leave of absence.

## **ARTICLE XI - PROBATIONARY EMPLOYEES**

A new employee shall be on probation during the first ninety (90) days worked for the Employer, during which period, if their performance is not satisfactory to the Employer, they may be terminated. Such a termination during said probationary period shall not be subject to review through the grievance and arbitration procedure provide for in Article XII. However, if the employee continues working past the completion of their probationary period their seniority shall commence as of the first day of employment. Health & Welfare will not commence until after 90 days on the job.

## **ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE**

2) A grievance shall be defined as any dispute between the Employer and the Union or between the Employer and an employee concerning the interpretation or application of any of the terms of this Agreement, and all grievances must be filed in writing with the Plant Superintendent and processed in accordance with the procedure hereinafter set forth.

3) Grievances concerning alleged improper discharge must be presented within five (5) working days after the employee has received notice of discharge. Other grievances shall be without effect unless presented within six (6) working days from the date of the act or omission which is the basis of the grievance, unless it is impossible to know of such act or omission within said six (6) working days, in which event the grievance must be presented within six (6) working days after notice of such act or omission is first obtained by either the Union or the aggrieved employee. Also within said six (6) working days, in the case of grievances not concerning alleged improper discharge, the aggrieved employee, individually or through his Union Steward, shall discuss the grievance with the Plant Superintendent, or the latter's designated representative.

4) Grievances concerning alleged improper discharge and other grievances not settled under Section 2 of this Article, shall be discussed between the aggrieved employee individually or the Business Agent of the Union and the Union Steward involved, or their designated representative, representing the Union, and the Plant Superintendent or their designated representative, representing the Employer. Each discussion shall take place within the five (5) working days presentation period provided for in Section 2 of this Article in the case of grievances concerning alleged improper discharge, and such discussion shall take place within six (6) working days after failure to reach a settlement in the case of other grievances not settled under Section 2 of this Article.

5) If no settlement is reached under Section 3 of this Article, then within ten (10) working days thereafter, the Union may file with the Employer a written notice of appeal to arbitration, and thereupon the parties shall enter into a submission agreement which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of arbitrable issues, this submission shall contain the Union's or employee's statement of issues and the Employer's statement of issues, with the notation that the parties could not agree thereon.

6) If a notice of appeal to arbitration is filed within ten (10) working days after failure to reach a settlement under Section 3 of this Article, then also within said ten (10) working days

the parties shall request the Federal Mediation and Conciliation Service to supply a list of seven (7) proposed arbitrators (who are members of the National Academy of Arbitrators). The party who strikes the first name shall be determined by lot. Each party shall thereafter alternately strike one (1) name from the list, and the final name remaining shall be selected as the arbitrator.

7. The decision of the arbitrator, subject to any remedies of the parties by law, shall be final and binding on the parties, and such shall be within the scope and terms of this Agreement, and shall not add to, subtract from, alter or change the scope and terms of this Agreement. The decision of the arbitrator must be made within thirty (30) days after hearing and the submission of briefs, if any.

8. In any arbitration involving a claim for retroactive pay, the Employer shall not be liable for retroactive pay for any periods of extension or delay (during the grievance and arbitration proceedings), requested formally or informally, by the Union or the employee.

9. The arbitrator shall be empowered to determine the time and place of hearing, if the parties cannot agree. During the hearing before the arbitrator, each party shall have full opportunity to present evidence and argument, both oral and documentary.

10. Subject to the provisions of Section 7, whatever amount of retroactive pay, if any, an employee may be found entitled to receive, shall be based upon the average number of hours, whether eight (8) or less or more per day, worked by the employee who replaced the discharged employee during the period to which such retroactive pay is applied.

11. Except as provided in Section 13 below, the grievance and arbitration procedure set forth in this Article shall constitute the sole and exclusive method of adjustment and settlement between the parties of any and all grievances as herein defined.

12. The time limits specified in this Article may be extended in writing by mutual agreement between the Employer and the Union.

13. All expenses, including the fees and expenses of the arbitrator, and all other expenses deemed necessary by the arbitrator for the proper conduct of the proceedings, including the cost of transcript if necessary, shall be borne by and divided equally between the parties to the arbitration. Any expenses connected with the calling of any witness shall be borne by the party calling the witness.

13. In case of a dispute between the parties with respect to contagious diseases, the appropriate City or County Health Officer shall be the final authority in determining the physical fitness of any employee or employees.

### **ARTICLE XIII - DISCHARGE AND DISCIPLINE**

1. No employee shall be disciplined, discharged or discriminated against by reason of their activities in or representation of the Union.

2. The Employer may discipline or discharge employees for just and sufficient cause in connection with misconduct occurring on Company property or on Company time. Just and sufficient cause for immediate discharge shall include, but not be limited to, drunkenness, theft or dishonesty [which shall include acts of fraud, stealing, cheating and dishonesty whether or not they meet the definition of crime under the Penal Code or other state statutes (for example, unauthorized placing of Company property in one's own car even though detected before the property is taken off Company property)], fighting, possession of firearms or an illegal weapon, possession of or use of or being under the influence of alcohol or illegal drugs (defined as drugs for which the employee does not have a valid prescription) or marijuana on Company property, fraudulent use of paid sickness or disability leave, and any other misconduct detrimental to the interest of the Employer or the employees. For purposes of this Section, Company property shall include the Employer's parking lot before, during or after work hours.

3. Except as provided in Section 3 of this Article, the Employer shall issue to employees written citations in all disciplinary cases not warranting immediate discharge. A copy of each citation issued shall be sent to the Union, and upon receiving a total of three (3) citations for any reason, within 180 days or for the same reason within one (1) year, an employee shall be subject to immediate discharge. After the time limit in the preceding sentence has expired as to a particular written citation, it shall be retained in the employee's file but shall be marked "VOID" across its face, to indicate that it may no longer be used to directly support a discharge action. Company shall provide two (2) copies of warning notices to affected employees.

4. If, for any reason, an employee's wages are garnished during their employment by the Employer, such employee shall receive a written citation after a first garnishment and after a second garnishment within ninety (90) days, or third garnishment within one (1) year, such employee shall be subject to immediate discharge.

5. The employer may, from time to time, adopt rules and regulations affecting employees, copies of which shall be posted and mailed to the Union. If the Union feels any such rule or regulation is inconsistent with or contrary to the terms and conditions of this Agreement, the matter may be submitted to the grievance and arbitration procedure provided for in Article XII.

#### **ARTICLE XIV - VACATIONS**

1. The Employer agrees that after one (1) year of continuous service, each employee shall receive two (2) weeks paid vacation in accordance with Section 3 of this Article; that after seven (7) years or more of continuous service, each employee shall receive three (3) weeks paid vacation in accordance with Section 3 of this Article; and commencing on December 23, 1990, employees with fourteen (14) years or more of continuous service shall receive four (4) weeks paid vacation in accordance with Section 3 of this Article.

2. No employee currently receives four (4) or more weeks of vacation shall have their benefit reduced or modified by application of this Article. For the purpose of this Section 1, an employee's anniversary date shall be used in computing his vacation eligibility.

3. If an employee is laid off for a total of seven (7) weeks or less during any given year, or if an employee is absent due to industrial or non-industrial injury or illness for a total of ninety

(90) days or less during any given year, the employee shall still be considered continuously employed during such year for the purposes of determining their vacation eligibility. If an employee is laid off for a total of more than seven (7) weeks during their first year of employment or if an employee is absent due to industrial or non-industrial injury or illness for a total of more than ninety (90) days during their first year of employment, such employee shall not receive any vacation benefits. If any employee is laid off for a total of more than seven (7) weeks during his second or any subsequent year of employment, or if an employee is absent due to an industrial or non-industrial injury or illness for a total of more than ninety (90) days during their second or any subsequent year of employment, such employee shall have their vacation benefits prorated by omitting the period of their layoff or their absence due to industrial accident. Vacation shall be prorated where non-industrial sickness or accident is greater than seven weeks or a total of ninety (90) days a year.

4. An employee shall receive, for each week of vacation to which they is entitled, vacation pay equal to forty (40) times their straight-time rate of pay.

5. An employee with two (2) or more year's continuous service shall be allowed reasonable additional vacation time without pay up to a maximum of two (2) weeks and on a schedule acceptable to the Employer but only if such employee has not received any additional unpaid vacation time during the two (2) preceding years.

6. The vacation period shall be from January 1st through December 31st of each calendar year. The Employer, whenever possible, will give consideration in line with seniority to the wishes of employees concerning their individual vacation schedules within such vacation period.

7. Upon termination, regardless of the reason therefore, an employee shall receive pro rata vacation pay in accordance with the following schedule:

a) One-half (1/2) day's pay for each month worked since their anniversary date in the case of an employee continuously employed one (1) year or more, but less than three (3) years.

b) One (1) day's pay for each month worked since their anniversary date in the case of an employee continuously employed three (3) years or more, but less than eight (8) years.

c) One and one-half (1 1/2) day's pay for each month worked since their anniversary date in the case of an employee continuously employed eight (8) years or more, but less than twenty (20) years.

d) Two (2) days' pay for each month worked since their anniversary date in the case of an employee continuously employed twenty (20) years or more.

#### **ARTICLE XV - HOLIDAYS**

1. The following eight (9) holidays are recognized as legal holidays:

New Year's Day (January 1)  
Presidents' Day

Thanksgiving Day  
Christmas Day (December 25)

Memorial Day  
Independence Day (July 4)  
Labor Day

Employees Birthday  
Veteran's Day (same day observed by  
packinghouse)

2. The parties agree that if the Los Angeles meat packers and Local 770 agree to eliminate holidays from their next collective bargaining agreement, such holidays shall also be eliminated from this Agreement.

3. An employee shall receive eight (8) hours' [or ten (10) in the case of an employee regularly scheduled to work a ten (10) hour day or the holiday] holiday pay at their straight-time rate for each holiday. For holidays actually worked, an employee shall receive holiday pay and in addition, two (2) times their straight-time rate for all hours actually worked on such holiday.

4. If employee works on any holiday, they shall receive holiday pay and, in addition, two (2) times thier straight-time rate for all hours actually worked on such holiday.

5. Holidays falling on a Saturday or Sunday shall be observed on the preceding Friday or the following Monday at the Employer's option. The Employer shall give two (2) weeks' prior notice of the day on which the holiday shall be observed.

6. No employee shall be entitled to receive holiday pay unless they have worked their full shift next preceding and next following the holiday. An employee shall be deemed to have worked if absence on said day before or said day after the holiday is due to express permission from the Employer or is due to the employee's being paid sick leave. Notwithstanding anything hereinbefore in this Section 6 set forth, it is agreed that in the event an employee is laid off during the week immediately preceding a calendar week in which a holiday occurs or is rehired in the week immediately subsequent to the calendar week in which a holiday occurs, then, and in either of such event, the employee shall be entitled to holiday pay of eight (8) hours at straight time for a holiday occurring in such calendar week as hereinbefore in this sentence mentioned. Should an employee be on paid sick leave for a day on which a holiday is recognized, such employee shall receive holiday pay in lieu of any sick leave pay for such day.

7. A holiday shall start and end at the times designated by the Employer.

8. Employees who have completed twelve (12) months of consecutive service shall be entitled to a birthday holiday. The employee must notify the employer at least 15 days in advance of his or her birthday to schedule the holiday. If the employee does not use the birthday holiday, he shall receive payment for the holiday on his next anniversary date.

#### **ARTICLE XVI - HOURS, SHIFT AND GUARANTEED WORKWEEK**

1. Except as provided in Section 6 of this Article, each shift shall consist of eight (8) hours, and the Employer shall establish a schedule showing the regular starting time for each shift, such schedule to be posted on the plant bulletin board and a copy mailed to the Union. The regular starting time for each shift may be changed only at the beginning of a workweek, but in no event shall the regular starting time for the first shift be before 6:00 A.M. or after 11:00 A.M., and in no event shall the Employer establish split shifts.

2. The parties recognize that the regular starting time for each shift may vary in the case of particular employees where it is necessary for efficient operation of the plant. The Employer retains the right to change the regular shift starting time of such employees, provided that each employee affected shall be given one (1) weeks' notice, and provided further, that any such employee shall receive a premium of twenty cents (20¢) per hour if their regular starting time, pursuant to this Section 2, is before 6:00 A.M. or after 11:00 A.M.

3. If an employee, other than one with a special regular starting time pursuant to Section 2 of this Article, is called in before the start of their regular shift, they will not, without their consent, be sent home before the end of their regular shift to avoid the payment of overtime.

4. An employee ordered to report on a Saturday, Sunday or holiday, shall be paid a minimum of four (4) hours' pay at their applicable straight-time or overtime rate. In addition, the Employer shall make every reasonable effort to call in an employee on a day outside the regular workweek at a starting time which corresponds with the employee's starting time during the regular workweek.

5. It is agreed that forty (40) hours, Monday through Friday, shall constitute the workweek. Notwithstanding the foregoing, the Employer may establish a Tuesday through Saturday workweek, or as provided in Section 6, a four (4) day workweek. Any employee who works all or any part of the first day of a particular workweek shall be guaranteed, only as against layoff for lack of work, forty (40) straight-time hours' work, or pay in lieu thereof, for such week; except that such guarantee shall not apply to an employee hired by the Company as a "casual employee" under Section 7 below. Overtime hours shall be used in computing such forty (40) hour guaranteed workweek.

6. The Employer shall have the right to establish a four (4) day, ten (10) hours per day, workweek for any employee or group of employees. In that event, overtime will be paid only for hours worked in excess of ten (10) hours in one (1) day and forty (40) hours in one (1) workweek; provided however, that no employee shall be required to work a four (4) day - ten (10) hours per day workweek which includes Saturday unless the Employer has been unable to obtain volunteers for such work; and provided further, that in the event employees are required to perform such work, the work will be assigned on the basis of inverse seniority starting with the least senior qualified employees.

7. An employee on layoff who is recalled on any day during the workweek immediately following the week of their layoff shall be guaranteed a full week's pay for the week in which they are recalled. An employee on layoff who is recalled on any day during the second or a later workweek following the week of their layoff, shall be guaranteed eight (8) hours' pay for all subsequent days of the workweek during which they are recalled.

8. The Company shall have the right to hire "casual employees" provided the following conditions are met: (a) they are paid a premium of twenty cents (20 cents) per hour over the contract rate for the job they are performing (or the nearest comparable job if their work is not strictly within a contract job classification), for all hours worked; (b) they are guaranteed four (4) hours' work or pay in lieu thereof for each day they are called and report to work; (c) they are not assigned to perform regular production work; (d) they are paid holiday pay for a holiday if they have worked the full scheduled workweek before the week in which the holiday falls, and



the full scheduled workweek following the week in which the holiday falls; (e) they become regular employees and are assigned to the seniority roster, with seniority backdated to their first day worked, if they work thirty (30) days in any six (6) month period; (f) a pension contribution is made for them retroactive to the first day they worked for the Company if they become a regular employee under (e) within twelve (12) calendar months from their first day of work; and (g) a contribution is made for them to the Health and Welfare Trust if they work eighty (80) hours in any calendar month.

## **ARTICLE XVII - WAGES AND PREMIUM PAY**

1. Employees covered by this Agreement shall receive hourly wage rates in accordance with the classification and wage rate schedule attached hereto as Appendix A and by this reference made a part hereof. It is agreed, however, that the Employer shall have the right to put into effect the rate of pay for a new or changed job classification, but the Union shall have the right to contest the reasonableness of such rate, or any other change affecting the nature of an employee's job, under the grievance and arbitration procedure provided in Article XII.

2. Time and one-half (1 ½) shall be paid:

e) For all time worked over eight (8) straight-time hours per day [or ten (10) straight-time hours per day, if applicable].

f) For all time worked over forty (40) straight-time hours per week.

g) Effective January 1, 2006, holiday hours will be considered as time worked.

h) For all time worked in excess of five (5) continuous hours without time off for lunch and until a lunch period is given, provided this requirement shall not apply to an employee on a continuous shift job who is paid for taking their lunch while standing by plant equipment.

3. An employee shall receive two (2) times their straight-time rate plus their shift bonus, if any, for all hours worked on a Sunday.

4. It is agreed there shall be no pyramiding of overtime or premium pay.

5. All disputed claims for overtime shall be adjusted so that no injustice is done the Employer or employee. The Employer will maintain time clock records for the checking of overtime, and in case of a dispute, these records, together with applicable payroll records, shall be made available for inspection by the Union's Business Agent.

6. Employees required to work overtime hours shall, whenever possible, be given twenty-four (24) hours' notice in advance of the overtime work. An employee, however, will not be disciplined for refusal to perform overtime if they have not been given twenty-four (24) hours' notice.

7. All employees will receive six (6) additional minutes for each day worked to compensate employees for donning and doffing.

8. An employee temporarily working in a higher classification shall be paid the rate of the highest classification or the time actually worked in such classification. A temporary employee under this Section shall be one who replaces a worker who is late for work or has to take time off during the day or who is absent for the entire day.

9. An employee regularly working in two (2) or more classifications during a workweek shall have their rate established at the rate for the highest classification so worked.

9. Pay check stubs shall show each employee's straight-time hourly rate of pay, the number of straight-time and overtime hours they worked during the particular pay period, and any additional payments or deductions made during such pay period.

10. The following wage increases shall be implemented as follows:

August 30, 2022, wage increase of \$1.25 across the board for all classifications

August 30, 2023, wage increase of \$1.25 across the board for all classifications

August 30, 2024, wage increase of \$1.25 across the board for all classifications

#### **ARTICLE XVIII - AUTOMATION**

Should the Employer install new equipment requiring skills and/or knowledge not possessed by present employees, the Employer agrees to notify employees in advance of the installation of such equipment and of training facilities available, if any, so that employees may prepare and equip themselves for the operation of such equipment. The Employer agrees to give employment preference on a seniority basis to such employees who prepare, equip, and qualify themselves for the operation of such equipment. If any Union not signatory hereto, and/or its members, shall claim the right to operate said equipment, then the Employer shall have the right to determine which of its employees shall be assigned to operate such equipment until such time as the Union so making such claim and the Union signatory hereto shall jointly in writing advise the Employer as to who has the right to operate said equipment as between the members of such claiming Union and the members of the Union signatory hereto. Pending the receipt by the Employer of such joint written statement, there shall be no cessation of work or other interference therewith, by the Union signatory hereto and/or its members.

#### **ARTICLE XIX - CHANGE IN OWNERSHIP**

In the event of a change of the ownership of the plant, occurring for any reason, the Employer shall, nevertheless, remain liable for all monetary benefits that employees have accumulated under this Agreement to the effective date of such change. The Employer shall, in the event of sale, lease, or transfer, whether of the entire plant or a portion thereof, notify the Union within five (5) business days of such sale, lease, or transfer after the finalizing of any such transaction, and the Employer shall notify the successor, lessee, purchaser, or transferee of the existence of this Agreement, and to the extent required by applicable Federal or State laws, such successor, lessee, purchaser, or transferee shall be bound fully by the terms of this Agreement, effective at the time of such sale, lease, or transfer, and the Employer shall notify successor, lessee, purchaser, or transferee, by mail with copy to the Union within five (5) days, that it has

assumed all of the obligations under this Agreement, and the Union shall then promptly notify such successor, lessee, purchaser, or transferee that it, too, is bound by said Agreement.

#### **ARTICLE XX - NON-DISCRIMINATION**

The Employer agrees that it will not discriminate against any employee or applicant for employment because of race, nationality, color or creed.

#### **ARTICLE XXI - SEVERANCE PAY**

In the event the Company ceases doing business, all employees will receive severance pay according to the following schedule:

Employees with one to five (1-5) years' seniority - forty (40) hours' pay  
Employees with six to ten (6-10) years' seniority - eighty (80) hours' pay  
Employees with more than ten (10) years seniority - one-hundred and twenty (120) hours' pay

#### **ARTICLE XXII - DRUG TESTING**

The Company will be permitted to drug test employees for probable cause and post-accident testing. Probable cause to be determined by substance abuse certified supervisor. Accidents are in excess of \$1,000.00 for property damage or if medical attention is requested off site. Failure to take a permitted drug test will result in discharge. This policy will follow the guidelines as explained in Exhibit A which is the UFCW 1987 recommendations and guidelines on drug testing. If the employee tests positive, they will contact EAR for rehabilitation. After the employee is released to return to work, they will be subject to drug testing at any time for a period of one (1) year. The employee who tests positive will receive one chance at rehabilitation unless the employee voluntarily requested rehabilitation before the necessity of testing occurred.

#### **ARTICLE XXIII – SAFETY COMMITTEE**

1. A Health and Safety Committee shall be established at the Darling International Inc. The Committee shall be composed of one (1) employee representative from each department elected by the employees in that department and an equal number of representatives selected by the management. One (1) Union representative shall be included in each meeting and/or other activity of the Committee.
2. Committee members shall be paid by the Employer for up to one and one-half (1 ½) hours per month for time spent at Health and Safety meetings and for all authorized work related to their function as a Committee member.
3. Review and monitoring of the Employer's Disaster and Evacuation plan will be considered a function of the Committee.

**ARTICLE XXIV - TERM OF AGREEMENT**

This Agreement shall be effective as of September 1, 2022 and shall continue in effect through August 30, 2025, and from year to year thereafter, provided, that if either party should desire to modify or terminate this Agreement, it shall notify the other party in writing not less than sixty (60) days prior to the 1st day of September 2025, or the 1st day of September of any year thereafter.

**ARTICLE XXV - RIGHT OF EMPLOYER TO MANAGE**

The Employer reserves to itself all of the rights of Management, except as limited by the terms and conditions of this contract.

EXECUTED AND AGREED TO THIS 5th DAY OF May, 2022.

FOR THE COMPANY:

FOR THE UNION:

DARLING INTERNATIONAL

UFCW LOCAL 770

BY:   
Preston Ward, General Manager

BY:   
John M. Grant, President

**APPENDIX A**  
**JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

<b>EFFECTIVE DATES</b>	<b>9/1/21</b>	<b>9/1/22</b>	<b>9/1/23</b>	<b>9/1/24</b>
<b>RATE INCREASES</b>	<b>\$0.65</b>	<b>\$1.25</b>	<b>\$1.25</b>	<b>\$1.25</b>
<b>Laborer-</b>	<b>\$17.80</b>	<b>\$19.05</b>	<b>\$20.30</b>	<b>\$21.55</b>
<b>RM Unloader</b>	<b>\$18.80</b>	<b>\$20.05</b>	<b>\$21.30</b>	<b>\$22.55</b>
<b>Process Operator</b>	<b>\$19.55</b>	<b>\$20.80</b>	<b>\$22.05</b>	<b>\$23.30</b>
<b>Tallow Operator</b>	<b>\$21.85</b>	<b>\$23.10</b>	<b>\$24.35</b>	<b>\$25.60</b>
<b>Cooker/Wastewater</b>				
<b>Operator</b>	<b>\$22.20</b>	<b>\$23.45</b>	<b>\$24.70</b>	<b>\$25.95</b>
<b>Foreman</b>	<b>\$22.60</b>	<b>\$23.85</b>	<b>\$25.10</b>	<b>\$26.35</b>

<b><u>ARTICLE I - RECOGNITION AND UNION SHOP</u></b>	1
<b><u>ARTICLE II - STRIKES AND LOCKOUTS</u></b>	2
<b><u>ARTICLE III - BULLETIN BOARD</u></b>	3
<b><u>ARTICLE IV - WORKING CONDITIONS</u></b>	3
<b><u>ARTICLE V - PAID SICKNESS AND DISABILITY LEAVE</u></b>	3
<b><u>ARTICLE VI - HEALTH AND WELFARE</u></b>	5
<b><u>ARTICLE VII - PENSION PLAN</u></b>	7
<b><u>ARTICLE VIII - SENIORITY</u></b>	7
<b><u>ARTICLE IX - LEAVES OF ABSENCE</u></b>	9
<b><u>ARTICLE X - BEREAVEMENT LEAVE</u></b>	9
<b><u>ARTICLE XI - PROBATIONARY EMPLOYEES</u></b>	10
<b><u>ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE</u></b>	10
<b><u>ARTICLE XIII - DISCHARGE AND DISCIPLINE</u></b>	11
<b><u>ARTICLE XIV - VACATIONS</u></b>	12
<b><u>ARTICLE XV - HOLIDAYS</u></b>	13
<b><u>ARTICLE XVI - HOURS, SHIFT AND GUARANTEED WORKWEEK</u></b>	14
<b><u>ARTICLE XVII - WAGES AND PREMIUM PAY</u></b>	16
<b><u>ARTICLE XVIII - AUTOMATION</u></b>	17
<b><u>ARTICLE XIX - CHANGE IN OWNERSHIP</u></b>	17
<b><u>ARTICLE XX - NON-DISCRIMINATION</u></b>	18
<b><u>ARTICLE XXI - SEVERANCE PAY</u></b>	18
<b><u>ARTICLE XXII - DRUG TESTING</u></b>	18
<b><u>ARTICLE XXIII - SAFETY COMMITTEE</u></b>	19
<b><u>ARTICLE XXIV - TERM OF AGREEMENT</u></b>	19
<b><u>ARTICLE XXV - RIGHT OF EMPLOYER TO MANAGE</u></b>	20
<b><u>APPENDIX A -</u></b>	20