

AGREEMENT

THIS AGREEMENT is made and entered into the **12th day of February, 2008**, by and between **Darling International**, 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 work day, 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 redesignated 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. If this fails, they shall notify the Chief Steward, and shall announce the discontinuance of operations over WHO radio station, or other stations, if previously notified.

4. Employees who are laid off up to and including the close of the first scheduled work day 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 ½) 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 work day. Any employee leaving work after twelve (12) hours and prior to the end of his scheduled shift must notify his supervisor.

**ARTICLE VII
HOLIDAYS**

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

- New Year's Day**
- Decoration Day**
- Fourth of July**
- Employee's Birthday**
- Labor Day**
- Thanksgiving Day**
- Christmas Day**

Effective 2-12-04 Safety Incentive Days: 2 per year (16 hours), provided you have no accidents and/or, no safety write-ups for the year.

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**

JOB CLASSIFICATION	PRESENT	FEB 12 2008	FEB 12 2009	FEB 12 2010	FEB 12 2011
Pollution Control	\$12.53	\$13.23	\$13.28	\$13.34	\$13.94
Plant Electrician	\$15.84	\$16.54	\$16.59	\$16.69	\$17.55

Maintenance Operato	\$12.43	\$13.43	\$13.48	\$13.58	\$15.03
Plant Utility	\$12.33	\$13.03	\$13.08	\$13.18	\$13.53
Skilled Laborer					
Operator	\$12.23	\$12.93	\$12.98	\$13.08	\$13.94
Driver/Laborer	\$12.23	\$12.93	\$12.98	\$13.08	\$13.68
Unskilled Laborer					
Laborer	\$12.13	\$12.83	\$12.88	\$12.98	\$13.33

Ten cents (\$.10) premium available for all employees with boiler license effective 2-12-2000.

Truck Maintenance	\$12.43	\$13.13	\$13.18	\$13.28	\$14.28
General Service	\$12.23	\$12.93	\$12.98	\$13.08	\$14.04
*Route Drivers					
*Combo driver	\$12.13	\$12.83	\$12.88	\$12.98	\$13.94
*Rest. Grease	\$13.23	\$13.93	\$13.98	\$14.08	\$15.04
Reload Route Drivers					
Combo driver	\$12.13	\$12.83	\$12.88	\$12.98	\$13.94

Ten cents (\$.10) premium with Class A CDL/Tanker endorsement.

Effective 2-12-2000 The employer will pay license renewal for truck drivers and mechanics.

Effective 2-12-2000 the lead person rate will be \$1.00 over job classification rate.

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- \$100.00 allowance every 2 years and the employee is responsible for the glasses in that 2 year period.(Also must provide a receipt)

New Hire Rate:

Effective February 12, 2000

First 90 days worked: \$.50 less than classification rate

After 90 days worked: \$.25 less than classification rate

After 180 days full rate.

2. Plant department employees other than Utility person will receive a twelve cent (\$.12) per hour premium as night shift differential. Plant Department employees other than Utility person will receive an eighteen cent (\$.18) per hour premium as dawn shift differential.

3. If the Cost of Living Index, as indicated by the U. S. Department of Labor Consumer Price Index for all Urban, new (1967=100.0) (herein referred to as CPI), then as determined by the CPI as officially published by the Bureau of Labor Statistics for December, 2008, there shall be an increase of wages effective for February, 2009, in the amount of one cent (\$.01) per hour for each 0.3 increase over a three percent (3%) increase above the level of December, 2007, but not to exceed twenty cents (\$.20) per hour.

(a) Then, as determined by the CPI for December, 2009, there shall be an increase of wages for the first full pay period in February, 2010, in the amount of one cent (\$.01) for each 0.3 increase over a three percent (3%) increase above the level of December, 2008, but not to exceed twenty cents (\$.20) per hour.

(b) Then, as determined by the CPI for December, 2010, there shall be an increase of wages effective February, 2011, in the amount of one cent (\$.01) for each 0.3 increase over a three percent (3%) increase above the level of December, 2009, but not to exceed twenty cents (\$.20) per hour.

(c) Then, as determined by the CPI for December, 2011, there shall be an increase of wages for the first full pay period in February, 2012, in the amount of one cent (\$.01) for each 0.3 increase over a three percent (3%) increase above the level of December, 2010, but not to exceed twenty cents (\$.20) per hour.

4. 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.

5. 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 ½) times his regular rate, and will be guaranteed a minimum of four (4) hours work at time-and-one-half (1 ½). 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 days 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 weeks 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

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 work days 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 (40)** 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 have the right to take it in the ensuing year.
(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.
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 Production and Truck. 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. Country Truck drivers of December 8, 1965, shall have that date as their respective department seniority.
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.

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) No employee will be required to perform a job covered by this Agreement, other than his regular classification, if on his shift, there is work available within his own classification.

(g) An employee holding a regular job classification may perform a job not classified or covered by this Agreement, but refusal to perform such unclassified job will not be grounds for disciplinary action or discharge. However, any plant employee on duty whose job

load makes him readily available may be used to assist the foremen in his raw material grinding activity.

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. Lay-offs 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. The 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.

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.

5. The Company shall continue its present practice of furnishing tools, safety equipment, and rubber aprons 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.

(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 Chauffeurs license to a Class A CDL (Commercial Drivers License) with tanker endorsement.

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.

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 day
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 days 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 \$97.95 per month, per employee.

8. 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. Any one hired after March 9, 2008, in lieu of pension, will have a company contribution of 97.95 per month (22.61 per 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.

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 forty (40) 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).

**ARTICLE XXI
TERM OF AGREEMENT**

This Agreement will take effect as of **February 12, 2008**, and will remain in effect until **February 12, 2012**, and from year to year thereafter; provided, however, that this Agreement may be terminated on **February 12, 2012**, 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, 2012**, or prior to **February 12** of any year thereafter.

**COMPANY:
DARLING INTERNATIONAL
Bob Bushnell**

**UNION:
UNITED FOOD AND COMMERCIAL WORKERS,
DISTRICT LOCAL UNION 431
Bob Kallenberger II**

DESCRIPTION AND HOURS OF WORK

POLLUTION CONTROL:

Must be able to perform and operate all wastewater and air scrubber equipment. Directly responsible for water quality and air quality. Responsible for raw waste water as well as effluent flowing to the city. Reporting and logging duties as directed. Chemical controlling as well as controlling equipment. Maintaining all waste water and air scrubber equipment and maintaining preventative maintenance program on all relating equipment. Must be able to perform chemical testing as directed. Responsible for boiler testing and preventative maintenance on all relating equipment. Responsible for the cleanliness of these areas and other duties as directed.

ELECTRICIAN

Must hold or be able to pass examination for Second Class Fireman's License. Primary job function is electrical work on all building and grounds. Must be able to perform electrical work on electronic equipment. Will assist maintenance men in performing maintenance work and preventive maintenance when time permits. To operate boilers and auxiliary boiler equipment. Will assist supervision in coordinating maintenance work. No bumping or posting of this bid is necessary. No rest periods--No lunch break.

MAINTENANCE OPERATOR:

Must hold or be able to pass examination for Second Class Fireman's License, **Must pass an aptitude test in lieu of training period.** Be able to do welding, pipe-fitting, acetylene cutting, and electrical work. Repair, as needed, all machinery, building and grounds, and record and perform preventive maintenance. To operate boilers and auxiliary equipment. In the absence of Supervisor, will direct the flow of material through the plant as instructed. No rest periods--No lunch break.

PLANT UTILITY:

Must be qualified to perform all job bid functions in the plant, including laborer work. Must be able to operate all processing and auxiliary equipment, including vehicles and boilers. Must hold or be able to pass examination for Second Class Fireman's license. Will be required to do maintenance work where qualified. Will work a rotating shift on a daily or weekly basis, which ever is directed. Hours of work will be changed to all shifts.

SKILLED LABORER:

OPERATOR:

Must be able to operate all processing and auxiliary equipment, including vehicles, but not boilers. May be required to do maintenance work where qualified.

DRIVER--LABORER:

Will perform laborer work. Must be able to drive any Company vehicle assigned to the plant. Will drive, unload, wash out trucks, and reload when required.

**UNSKILLED LABORER:
LABORER:**

Any of (but not limited to) the following jobs:

1. Assist drivers in unloading any raw material.
2. Dump and wash barrels.
3. Dump manure from offal.
4. Load empty barrels on trucks as directed.
5. Operate grinder, hoists, and winches.
6.
 - (a) Pickup hides from floor and transport to hide house.
 - (b) Separate, salt, and build hide packs as directed.
 - (c) Take up, shake, trim, bank, bundle, tie, and load hides.
 - (d) Unload hide trucks.
 - (e) Clean hide warehouse.
 - (f) Unload salt.
 - (g) Haul and dump manure as directed.
 - (h) Transport, pile, and load feed.
 - (i) Yard and building cleanup.
7. Heat grease and pump grease to settling tanks.
8. Skim catch basin.
9. Keep raw material area clean and help in clean up of any area of plant as directed.
10. Other jobs as directed.

GENERAL SERVICE DRIVER:

1. Driving any Company vehicle assigned to special pick-up or delivery of finished product or raw material.
2. Must hold a non-restricted driving license for all types of Company vehicles. Must be able to meet the public, make out trip tickets, road logs, and to learn various routes and driving duties.
3. Keeping assigned vehicles clean. May be required to do minor maintenance and servicing of vehicles.

UTILITY DRIVER:

1. Driving any of the Company vehicles as the need arises, on any route, or special assignment, now commonly delivering to the Des Moines plant.
2. When not engaged in driver work, to perform such truck service duties as directed by management or station foreman, in keeping with ability to perform such work. Responsibility shall not be attached to this job for complicated or technical mechanical work, for which the man is not qualified.
3. Must hold a non-restricted driving license for all types of Company vehicles. Must be able to meet the public, make out trip tickets, road logs, and to learn various routes and driving duties.

TRUCK MAINTENANCE MAN:

1. Must have experience and be able to satisfactorily perform all motor, chassis, and box repairs. To service and perform preventive maintenance, to maintain records, and to paint as required.
2. Must have adequate supply of hand tools.
3. Responsible to keep the shop area clean.
4. Must be responsible, in order to assist supervision in determining mechanical problems, and in correction, to prevent maintenance.

ROUTE DRIVERS:

COMBO DRIVERS:

1. Driving any Company vehicle assigned to scrap or dead stock pick-up, delivering directly and regularly to the Des Moines plant or reload. Pick-up, which involves account outside the city of Des Moines, except grease pick-ups. May start and finish route at the Des Moines plant.
2. Must be very able to meet and to satisfy the public, to present a neat appearance, and to efficiently make out purchase tickets and such other recording of route performance as shall become necessary.
3. Keeping assigned vehicles clean. May be required to do minor maintenance and servicing of vehicles.

BULK GREASE DRIVER:

1. Driving any Company vehicle assigned to pick-up used fryer grease from restaurants or any generator of grease and/or fats.
2. Must be able to meet and satisfy the public, to present a neat appearance and to efficiently make out purchase tickets and such recordings of route performance as shall become necessary.
3. Delivering, picking up, washing of grease containers as necessary.
4. Keeping assigned vehicles clean, may be required to do minor maintenance and servicing of vehicles.

RELOAD ROUTE DRIVERS:

COMBO DRIVER:

1. Driving any Company vehicle assigned to scrap or dead stock pick-up, delivering directly and regularly to either your assigned reload station or the Des Moines plant as directed. Pick-up, the major portion of which involves accounts outside the city of Des Moines, except grease pick-ups.
2. Must be very able to meet and to satisfy the public, to present a neat appearance, and to efficiently make out purchase tickets and such other recording of route performance as shall become necessary.
3. Keeping assigned vehicles clean. May be required to do minor maintenance and servicing of vehicles.

NOTES