

**Agreement**

**Between**

**Darling International**

**(Waterloo)**

**And**

**The United Food and Commercial  
Workers,**

**District Local 431**

**May 31, 2008 - May 30, 2012**

**THIS AGREEMENT** is made and entered into the 31st day of May 2008, by and between Darling International at its 140 Nevada Street, Waterloo, Iowa facility, hereinafter referred to as the "Employer" or "Company" and the UNITED FOOD & COMMERCIAL WORKERS,, on behalf of the affiliated Local Union 431, hereinafter referred to as the "Union".

## **Article 1 Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for all full time and regular part time production employees and drivers; excluding casual employees, office clerical employees, sales personnel, and guards and supervisors as defined in the Act, as amended Reference is made to National Labor Relations Board certification case no. 18-RC-15186, dated March 26,1992.

Union Shop Provision- If and when there should be a change in the Iowa Law permitting a Union Shop, Agency Shop, Fair Share or any other forms of Union Security adapted by the State of Iowa, it shall be effective the week following such change. In any and all Departments covered by this agreement, as a condition of continuing employment.

## **Article 2 Non-Discrimination in Employment**

The Company and Union agree that they will give fair and reasonable consideration to any applicant or employee regardless of race, color, nationality, age, sex, handicap, or membership in a union. Throughout this Agreement, wherever reference to the male gender is utilized, it is construed to mean both sexes, male and female,

## **Article 3 Purpose of Agreement**

1. It is the intent and purpose of the parties hereto that this Agreement shall address 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 recognize 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 4 MANAGEMENT**

The management of the business and the direction of the working force, including but not limited to the right to plan and assign work: to require overtime work: to determine employee qualifications: to hire, promote, transfer, and demote rests solely with the Company. Management can discipline, suspend, or discharge employees for just cause. It is Management's Right to make inspections; to relieve employees because of lack of work; to introduce new and improved methods,

processes or equipment; to decide what work or service will be performed or purchased; to develop and enforce reasonable rules; to schedule vacations; to determine production schedules; to schedule working hours; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation, is vested exclusively in the Company, provided, the exercise of such rights will not be used to avoid any of the provisions of this agreement.

## **Article 5 No Strike - No Lockout**

The Company and the union agree that the grievance procedure, provided herein, is the proper method for settlement of any and all disputes and the parties agree that there shall be no slow downs, picketing, boycotting, work stoppages, strikes or sympathy strikes on the part of the Union or lock-outs on the pad of the Company. Finally, should any of said activities occur, the union agrees immediately upon receiving notice from the Company of such activity, to use every reasonable means to terminate said activity~

## **Article 6 Union Representation and Visitation**

The Union shall furnish the Company with a written list of its duly authorized officials and stewards and maintain the list up to date. The Employer shall likewise furnish the Union with a written list of its authorized supervisory personnel and maintain the list up to date.

For each separate visit, a duly authorized representative of the Union shall be admitted to the Company's premises during working hours provided appropriate management is notified.

Such visitation would not be denied as long as they do not interfere with, hamper or obstruct normal operations and as long as said visits are to address grievances.

## **Article 7 Grievance Procedure**

All matters of dispute that may arise between the Company and an employee regarding an alleged violation, misinterpretation, or misapplication of an express provision of the Agreement shall be handled in accordance with the following procedure. The grievance must specify the Agreement's Article and Section allegedly violated. The employee may elect to have a Union representative present at any step in the grievance procedure provided herein. The grieved employee and the steward 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. No employee will be paid by the Company for time spent on any step of a grievance procedure. 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.

**Step 1.** Any employee having a grievance shall attempt to resolve the matter with the supervisor and/or his designated representative, or the employee may elect to have his steward

represent him. The grievance shall be in writing and presented to and discussed with said Company representative within three (3) work days from the time of the occurrence (or knowledge thereof) giving rise to the grievance. The Company representative is to answer the grievance within three (3) work days.

**Step 2,** If the grievance is not settled satisfactorily at step 1, it shall be appealed to the Territory Supervisor in writing within three (3) work days after the Company's answer. The Territory Supervisor agrees to meet with the aggrieved employee, and the Union representative if the employee so desires, within five (5) work days from date of appeal. The Territory Supervisor shall give a written answer within five (5) work days after such meeting.

**Step 3,** In the event the grievance is not resolved at step 2 the grievance shall then be referred to the District Manager in five (5) working days of receipt of the Territory Supervisor's answer. The Employee may have his Union Steward and/or Business Agent present to discuss the grievance. The District Manager will respond in writing to the grievance within ten (10) working days of the step 3 meeting

**Step 4,** In the event of the failure to settle such controversy between the Union and the Employer as indicated above, either party may request the Federal Mediation and Conciliation Service to nominate five (5) candidates from the roster of arbitrators maintained by the service. The parties agree to alternately strike four names from the list, The name remaining shall be designated the arbitrator to hear the issue. The arbitrator will meet with the parties on a mutually satisfactory date and hear evidence relating to the particular matter in dispute. The decision of the arbitrator shall be final and binding on all parties.

Any expenses incurred for the service of the arbitrator shall be equally divided and paid by both parties,

The arbitrator shall not have the authority to modify, change, amend, add to, or delete any of the terms or provisions of this Agreement, and shall confine his/her judgment strictly to the facts submitted in the hearing, the evidence before him/her, and the express terms and provisions of this Agreement.

## **Article 8 Seniority**

1. Plant seniority is defined as an employee's length of continuous service dating from the employee's last date of hire. Department seniority is defined as an employee's length of service within his department. There shall be two departments: Driver and Pet food Production.

2. The Probationary period is for sixty (60) calendar days. A probationary employee has no recall rights. A probationary employee can be discharged for any reason, and said employee has no recourse to the grievance procedure. Upon completion of the probationary period an employee acquires seniority and is entitled to all provisions of this agreement.

3. When it is necessary to reduce the working force, the junior employee in the job classification involved shall be the first laid off, if the existing work can be satisfactorily performed by employees remaining in the job classification. If the employee removed has more seniority than

another employee in another classification, he can bump said junior employee. The said employee bumped can then bump the employee in the unit with least seniority, and that employee will then be laid off, If the working force is again increased, the employee shall be returned to work in the reverse order in which they were laid off, if, at the discretion of management, they are qualified to perform the work available.

**4.** The layoff procedure applies to permanent layoffs only which are for over five (5) consecutive work days duration, In the event of a layoff, the company will give no less than five (5) days advance notice,

**5.** An employee shall lose his seniority and the employment relationship shall be broken and terminated if an employee:

- a.** Voluntarily quits.
- b.** Is discharged for just cause as outlined in the Management Rights provision of this agreement.
- c.** Is engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- d.** Has three (3) consecutive days of absence without notice to the Company.
- e.** Fails to report for work at the end of a leave of absence, unless employee proves physically unable to do so
- f.** Fails to report to work within five (5) days after being notified to return to work by certified mail following layoff, when notice of recall is sent to the employee's last known address, according to Company records. It is the employee's responsibility to keep the Employer notified as to his/her most current address. If the employee accepts recall over the phone and reports for work, the company is not required to send the written recall notice.
- g.** Is laid off or is absent from work for any reason for seven (7) consecutive months or his length of service, whichever is less.

**6.** When new openings occur in a department, or vacancies occur in a department such openings will be posted for three (3) days, and employees from the other department(s) are entitled to bid on said openings. At the close of the three day period, the employee with the most departmental seniority in the other department(s), who bids on the opening, will be the successful bidder, if in the opinion of management he/she is capable of performing the work. If no employee bids on the opening then a new man shall be hired for such opening. Any employee who was absent from the plant during the period of time that a opening was posted, due to sickness, injury, or vacation, shall have the opportunity to exercise his option to bid such opening in accordance with his departmental or plant seniority upon returning to work, providing that such option is exercised within three (3) days after returning to work, unless he was notified while off work by management of the opening.

When a person wins a job bid and goes to the job then turns it down they will be frozen from that job for six (6) months.

All postings shall show the scheduled hours of work for such openings. An opening shall be posted as temporary if the opening is due to sickness, injury, vacation, or leave of absence.

This article is not intended to imply that there are any jobs, openings, or work assignments other than those listed as job classifications in this agreement. At Management's discretion, employees will be assigned work and/or placed to perform work within their respective classifications without regard to seniority or the bidding process,

**Article 9  
WAGES / JOB CLASSIFICATIONS**

1. These job descriptions are not intended to describe work as an exclusive right of any worker. The company has the right to change these job descriptions and classifications with notice at any time.

2. As of 5/31/2008 the following wage rates shall be in effect.

	Driver	Pet Food	Maint/Hide Personnel	CDL	House
Ratification	\$12.00		\$9.75	\$12.30	\$9.75
May 2009	\$12.20		\$9.95	\$12.50	\$9.95
May 2010	\$12.40		\$10.15	\$12.70	\$10.15
May 2011	\$13.02		\$10.77	\$13.32	\$10.77

**EFFECTIVE 5/31/2008** Safety Incentives will be paid out within 30 days, also a new Safety Incentive program will be put in place.

**EFFECTIVE 5/31/2004**

Safety Incentive Days - Two (2) days per year (16 hours) can be earned with no accidents or write ups.

**EFFECTIVE 5/31/2004**

The company must issue all warning letters within three (3) days of the incident, or as soon as possible.

**EFFECTIVE 7/1/97**

Employees with a Class A CDL with tanker endorsement will receive 10¢ above the regular driver rate.

**EFFECTIVE 7/1/2000**

The employer will pay for license renewal for truck drivers and mechanics.

**3. New Hire Rate: Effective May31, 2008**

- First 30 days worked: \$.50 less than classification rate
- Next 60 days worked: \$.25 less than classification rate
- After 90 days full rate.

4. The Company has the right to appoint a working lead man who shall draw one dollar (\$1.00) per hour above their classification rate of this agreement. All other provisions of the agreement shall apply.

5. 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 May, 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 May, 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 May, 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 May, 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.

## **Article 10 Hours and Overtime**

1. Determination of the daily and weekly work schedule shall be made by the Company. This Article defines the normal hours of work and shall not be construed as a guarantee of hours or pay per day, or hours, days or pay per week.

2. The normal work week is Sunday thru Saturday. The Company shall have the right to change the work week any time during the life of this agreement with notice to the employee.

3. Time and one-half ( $1\frac{1}{2}$ ) the employee's straight time hourly rate will be paid for all hours worked in excess of forty (40) hours in a work week and all hours worked over eight (8) in a day.

4. 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 toward the calculation of overtime as long as you work the rest of the week.

5. Double the regular rate of pay shall be paid for all hours worked on Sunday, or the day designated as the employee's Sunday if it's the 7<sup>th</sup> day.

6. In addition to the eight (8) hours holiday pay provided for in this Agreement, double-time shall be paid for all hours worked on the specified holidays, or the day designated as the holiday.

7. One-and-one-half times the regular rate of pay shall be paid for all hours worked on Saturday, or the day designated as the Saturday if it's the 6<sup>th</sup> day.

8. Hours of work shall be scheduled by the Employer and if a change in the employee's scheduled starting time is to occur, the employee will be notified before the end of the shift prior to said changes taking place.

9. If an employee reports for work without prior notification not to report, such employee will be guaranteed four (4) hours work or four (4) hours pay in lieu thereof.

10. If work on Saturday is required, employees will be notified by management as soon as possible.

11. The company shall guarantee a minimum of forty (40) hours work per week, an employee who is tardy or absent, or is excused from work for personal reasons shall have his or her forty (40) hour guarantee reduced by the amount of time missed by such absence.

### **Article 11 Equipment Furnished**

The Company will furnish reasonable and adequate quantities of the following equipment:

**A. Drivers** - Five (5) sets of uniforms are provided by the Employer per year; five shirts and five pants. However, the employee may substitute one (1) set; 1 shirt & 1 pant for a coverall or a jacket. These uniforms shall be kept clean and presentable by the employee. Gloves and rubber boots will be furnished by the company at the Employer's discretion. Replacements of original issue will also be paid for by the company provided the worn out gloves or rubber boots are turned in. If the worn out gloves or rubber boots are not turned in the employee must pay for any replacements.

**B. Plant production personnel** - Gloves, rubber boots and aprons will be furnished by the company at the Employer's discretion. Replacements of original issue will also be paid for by the company provided the worn out gloves, rubber boots and aprons are turned in. If the worn out articles are not turned in the employee must pay for any replacements.

Three (3) sets of uniforms, provided by the employer, per year for each pet food employee after 90 days employment. Uniforms to be of company selection. Uniforms to be turned in to the company at termination of the job, or cost will be deducted from the employee's last check.

**C.** The company shall provide any required safety equipment and the employee will utilize all provided safety equipment at all times.

**D.** The company will issue new uniforms by October 1<sup>st</sup> of each year.

**E.** The company will pay up to \$80.00 a year for leather boots.

**F.** The company will give jackets to the entire plant, when given out in EX. (CARHARTT)

### **Article 12**

## Vacations

1. **Duration** - Each employee who shall have completed the months of continuous or accumulated service shown below is given an annual vacation with pay in accordance with the schedule as follows:

<b>MONTHS of Service</b>	<b>Weeks of Vacation</b>
<b>0 but less than 1 yr.</b>	<b>0</b>
<b>1 yr but less than 2 yrs</b>	<b>1</b>
<b>2 yrs but less than 6 yrs</b>	<b>2</b>
<b>6 yrs but less than 15 yrs<sup>3</sup></b>	
<b>15 yrs and over</b>	<b>4</b>

2. Vacations are not cumulative from year to year.

3. **Eligibility** - To be eligible for a vacation, an employee shall have completed 12 months of continuous or accumulated service. For the purpose of this article, paid days off and days missed as a result of compensable injuries are considered days worked. The time an employee is laid-off is not considered as time worked.

4. **"Month"** is defined as any month the employee is on the active payroll on the first (1st) day of that month.

5. **Vacation Pay** - Each week of vacation pay is equal to forty-Two (42) times the employee's straight time hourly rate of pay.

6. An employee who is discharged for just cause, as outlined in the Management Rights provision of this agreement, will forfeit earned vacation pay. In the event an employee does not give the Company a one (1) week advance notice prior to voluntarily quitting, earned vacation pay will be forfeited.

7. **Time of Vacation** - Vacations will be allowed at times designated by the Company. Vacations will, as far as possible, be granted for the period selected by the employee with due consideration to seniority, but final allocation of vacation period is left to the Company, in order to assure orderly operation of the plant.

8. All weeks of Vacation may be taken as Single Vacation Days.

## Article 13 Holidays

1. Eligible employees shall be entitled to eight hours pay at their straight time hourly wage rate for each of the following eight holidays.

<b>July 4th</b>	<b>Memorial Day</b>
<b>Thanksgiving Day</b>	<b>Labor Day</b>
<b>Christmas Day</b>	<b>New Years Day</b>
<b>Employee's birthday</b>	<b>Two (2) Floating Holidays*</b>

2. \*One (1) floating holiday after one (1) year of continuous or accumulated service. Two (2) floating holidays after two (2) years of continuous or accumulated service.

The floating holidays shall be arranged within each employee's anniversary year by the Company and the employee, based on production requirements, and provided it does not occur consecutively with any other holiday.

3. An employee's birthday will be observed as close to the actual day as production requirements allow.

4. Employees shall be paid eight hours straight time pay for recognized holidays provided they have worked for sixty calendar days and meet all of the following eligibility requirements:

- a. The employee is on the active current payroll and is not laid off or on leave of absence.
- b. An employee must have worked the last full scheduled work day immediately before and first full scheduled work day immediately after such holiday.
- c. Has completed his probationary period.

"Month" is defined as any month the employee is on the active payroll on the first (1st) day of that month,

5. All hours worked on a recognized holiday shall be paid at double (**2 x**) the regular hourly rate in addition to any holiday pay for which the employee may be eligible as above provided.

6. In the event that any of the above-mentioned holidays fall on Saturday or Sunday, the Company may decide to observe the holiday on Monday or Friday.

7. If a paid holiday falls during the vacation period of an employee, he shall be paid for the holiday in addition to his vacation pay.

#### **Article 14 Sick Days**

Employees will be granted sick days according to the following schedule:

<b>Continuous or accumulated service</b>	<b>Sick days per calendar year</b>
Less than one (1) year	None
Over one year	One (1) working day
Over two (2) years	Three (3) working days
Over four (4) years	Five (5) working days

1. The employer is to be notified if the employee will be absent on any sick day. If the employer is not notified, the employee will not be paid.

2. Pay will be based on the rate of eight (8) hours' regular straight-time pay per day of absence.

3. If the employee does not use all sick days provided, any unused sick days will be paid the first pay period of the new anniversary year.

### **Article 15 Insurance**

Newly hired employees shall not be entitled to the benefits outlined in this article until such employees have completed their probation.

**"Month"** is defined as any month the employee is on the active payroll on the first (1st) day of that month.

\_\_\_\_\_The Employer shall contribute eighty per cent (80%) each month for the Company's Comprehensive Health Insurance plan which includes \$20,000 Life Insurance and a sick leave benefit of \$200 maximum per week which will begin the first (1st) day of accident/the eight (8th) day of sickness and extend for up to 26 weeks. This payment is for each employee in the bargaining unit who, on the first day of each month, has been employed for 30 days or more. The remaining twenty per cent (20%) shall be borne by the employee and will be deducted through payroll deduction.

The Company will make this deduction from each covered employee's earnings in weekly installments, so long as this premium payment qualifies as a nontaxable payment under the IRS-SEC 125 regulations, the premium will be paid out of each employee's before tax earnings.

The company has the right to amend or modify the plan at any time with notice to the employee. 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.

### **Article 16 Pension**

The Company shall provide the National By-Products Pension Plan. The Company's Summary plan description of the National By-Products Pension plan is available upon request.

#### **EFFECTIVE 5/31/04 THE FOLLOWING SCHEDULE OF BENEFITS WILL APPLY:**

<b>1995 AND BACK</b>	<b>\$16.00 PER MONTH, PER YEAR OF SERVICE.</b>
<b>1996-1999</b>	<b>\$20.00 PER MONTH, PER YEAR OF SERVICE.</b>
<b>2000-2003</b>	<b>\$25.00 PER MONTH, PER YEAR OF SERVICE.</b>
<b>2003-FUTURE</b>	<b>\$30.00 PER MONTH, PER YEAR OF SERVICE.</b>

**EFFECTIVE 5/31/04**

The Company will add a 401k plan with a company match of \$10.00 a week.

**Article 17  
Funeral Leave**

In the event there is death in an employee's family the employee will be entitled to up to three (3) days off duty with full pay, provided the time is necessary to attend or arrange for the funeral.

The Employer may, where a reasonable basis exists, require proof of funeral attendance.

Payment shall not be made hereunder where the relatives death occurs while the employee is laid off, on leave of absence, during probationary period, or otherwise receiving pay such as holiday pay or vacation pay, or is not scheduled to work, such as weekends.

**FAMILY** is defined as follows:

- |                   |                         |                           |
|-------------------|-------------------------|---------------------------|
| <b>1. Mother</b>  | <b>6. Children</b>      | <b>11. Brother-in-law</b> |
| <b>2. Father</b>  | <b>7. Step-Children</b> | <b>12. Sister-in-law</b>  |
| <b>3. Brother</b> | <b>8. Mother-in-law</b> | <b>13. Grandchildren</b>  |
| <b>4. Sister</b>  | <b>9. Father-in-law</b> |                           |
| <b>5. Spouse</b>  | <b>10. Grandparent</b>  |                           |

**Article 18  
Sub~Contracting**

Employer shall maintain the right to subcontract any work,

**Article 19  
Entire Agreement**

This is the complete and final Agreement providing all wages, hours, terms and conditions of employment to which any employee is entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement,

Any modification or supplement to the Agreement, to be effective, must be reduced to writing and executed by proper representatives of each party.

**Article 20  
Leave of Absence**

Leave of absence (without pay) may be granted for good and sufficient reason and is at the discretion of management.

Leave 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.

**MILITARY LEAVE:**

Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the employer notice as soon as they are notified, However, no less than two (2) weeks prior notice. An employee shall not be required to take military training duties as his/her earned vacation. The employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

**F.M.L.A.**

The employer and the union agree to abide by the terms of the Family and Medical Leave Act of 1993.

**JURY SERVICE:**

All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight-time rate of pay for a maximum of eight (8) weeks. The employee shall notify the plant manager that he/she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena. When an employee is released for a day or part of a day that employee should report to work for the remainder of the work day.

**Article 21  
Check-off**

The Company agrees that during the term of this Agreement, unless the authorization hereinafter referred to is sooner terminated, it will deduct from the weekly pay the regular Union dues and assessments (including cope check -off) for the current week of each employee who, in writing, 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 President of the Local Union, The Union shall notify the Company of the name of such President and the address to which such dues shall be sent. Such notification shall bear the signature of the President and Secretary/Treasurer of the Local Union, and shall be impressed with the seal of the Local Union. In the event of any change of the Local President, the Company shall be notified of such change by the same method as provided above.

**Article 22  
DURATION OF THE AGREEMENT**

**THIS AGREEMENT** shall be in full force and effect from May 31, 2008 to and including May 30, 2012, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify, or terminate this Agreement is served by either party hereto sixty (60) days prior to the annual date of expiration.

No slow down, picketing, boycotting, work stoppages, strikes or sympathy strikes may occur during negotiations of any new agreement. Once negotiations reach an impasse, the union must give seven (7) calendar days notice of a strike. It is understood that this provision expires as of the expiration of this agreement.

In witness hereof, the parties hereunto have subscribed their names this 31<sup>st</sup> day of May, 2008.

Darling International  
140 Nevada Street  
Waterloo, Ia.

District Local 431 affiliated  
with the United Food & Commercial  
Workers,

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_