

Agreement

Between

DARLING INGREDIENTS INC.

And

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL NO. 655

Effective

May 15, 2023

Through

May 17, 2026

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AGREEMENT

This agreement made and entered into by and between DARLING INGREDIENTS INC., National Stock Yards, Illinois, hereinafter for convenience designated as Employer, and employees of said Company hereinafter for convenience designated as employees represented in negotiations by UNITED FOOD AND COMMERCIAL WORKERS LOCAL 655.

Object: The parties hereto desire to promote and improve industrial relations between Employer and employees. Now, therefore, in consideration of the mutual promises set forth, said parties agree each with the other as follows:

ARTICLE 1 UNION MEMBERSHIP

SECTION 1. The Employer agrees that all hourly employees working in the plant (Plant Mechanics, Fleet Mechanics, Operators, Finished Product, Utility employees, and Production employees) who are in the Collective Bargaining Unit must be members of the United Food and Commercial Workers. The failure of any employee to maintain Union membership in good standing, by the employee's failure to pay the periodic dues to the Union, as prescribed by the Union Constitution By-Laws, and is suspended for non-payment of dues, shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

SECTION 2. HIRING OF NEW EMPLOYEES

The Union and the Employer agree that they will not discriminate against any applicant for employment because of membership in the Union, race, creed, age, sex, sexual orientation, gender identity, gender expression, disability in accordance with existing law or because of relatives who are working for the Employer. Such help must meet the required standards of the Employer. The Employer will notify the Union by letter the name of the employee hired and the department in which he was placed, within seven (7) days of employment. When required by the Employer, all new employees must pass a physical examination at the Employer's expense.

SECTION 3. PROOF OF GENERAL COMPETENCY

Ninety (90) calendar days of employment shall be accepted proof of general competency. If the employee is laid off or sick prior to establishing his ninety (90) calendar days and is later recalled by the Employer, the employee must work the balance of this ninety (90) calendar days in order to establish his competency and seniority. After this period, a specific act or acts of incompetence must be given a dismissed employee upon demand by himself or Union Representative.

SECTION 4. WHEN NEW EMPLOYEES BECOME MEMBERS

When a new employee has worked for the Employer for thirty (30) calendar days, then the employee must become a member of the Union. The failure or refusal of the employee to join the Union and pay the union initiation fee and dues, as prescribed by the Union Constitution and

By-Laws, shall upon written notice to the Employer by the Union to such effect obligate the Employer to discharge such employee.

SECTION 5. MILITARY SERVICE

When an employee, who has established his ninety (90) calendar days of employment of accepted proof of general competency and establishes his seniority with the Employer, is drafted or enlisted in Military Service, he shall upon his discharge from such service and within ninety (90) days after such discharge, and if he so elects, be returned to the same or comparable position with the same Employer held before being called for Service, with full rights of seniority, provided there is no physical disqualification as determined by medical examination, and provided that the employee has not reenlisted.

SECTION 6. CHECK-OFF

The Employer agrees to deduct from a designated weekly paycheck each month, initiation fees, union dues, credit union, and political action for such employees in the bargaining unit who lawfully authorize the Employer to do so. The Union shall notify the Employer of the name of its financial officer to whom such dues and initiation fees shall be sent, and the Employer agrees to remit the proceeds of such check-off promptly.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 1. The Union recognizes those rights and responsibilities which belong solely to the Employer. Without in any way limiting Section 2 below, these rights include, but are not limited to the following: to determine the size and location of the Employer's facilities; to extend, curtail, move, or terminate the operations of the Employer; to determine the type of service and work to be performed; the type and amount of equipment and materials to be used; the production schedules, methods, standards, processes, means of pick up and distribution, processing , or manufacture; to direct the working force; to maintain order and efficiency; to assign and transfer employees to specific jobs; to discipline, suspend, and discharge employees for cause; to set reasonable work standards; to introduce new and improved methods of pickup and distribution; to change existing methods or facilities; to establish new jobs, departments, or classifications; and to increase or decrease the number of jobs, except as limited by the express provisions of this Agreement.

SECTION 2. All management rights not expressly limited or modified by the express provisions of this Agreement shall remain vested in the Employer.

ARTICLE 3 GRIEVANCE PROCEDURE

SECTION 1. The Employer agrees that the Union may designate Shop Stewards who will be recognized by the Employer. The Shop Stewards shall handle grievances or serve on grievance committee meetings with the Employer. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of their agents against any of its employees who are shop stewards, members of shop committees, or Union Representatives because of tending to the affairs of the Union.

SECTION 2. The Employer agrees that with the permission of the foreman the stewards shall have the right to call the Union Representatives during working hours on matters pertaining to the Union. The Union Representatives shall be permitted to call stewards through their foreman on matters pertaining to the Union, and the department foreman will arrange a return call as soon as practicable.

SECTION 3. Grievances shall be taken up in the following order:

Step 1. The employee involved, with a Union Representative if the employee so desires, shall present the matter verbally, to the General Manager and/or Plant Manager within seven (7) calendar days of the knowledge of the incident. The company shall answer the employee, within seven (7) calendar days.

Step 2. If the matter is not settled in the first step, the Union shall present the matter to the General Manager. Grievances in this step must be presented in writing within seven (7) calendar days after the answer of the first step. The General Manager shall have seven (7) calendar days in which to give an answer in writing to the Union. The affected employee and the Steward/Union Representative shall present the grievance.

Step 3. If the matter is not settled in step 2 the matter will be moved to arbitration.

The grievant will be given an opportunity to be present at all grievance steps.

SECTION 4. The Union Representatives shall have the right during working hours to visit departments where grievances exist to investigate such grievances, or to handle any other business pertaining to the Union. The Union Representative will notify the plant superintendent or whomever the Employer designates prior to such visits who will arrange for such visits to be made at mutually agreeable times.

SECTION 5. If such dispute of difference cannot be settled in this manner, same shall be settled by an arbitrator from a list of seven (7) arbitrators who are members of the National Academy of Arbitrators submitted by the Federal Mediation and Conciliation Service.

In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the meeting described in (B), the time for requesting arbitration shall be stayed pending the employee's exhaustion of internal Union appeals to the Union's Executive Board.

SECTION 6. It is agreed and understood by the employees that there shall be no strikes, stoppage of work of any kind, pending arbitration and the Employer agrees that there shall be no lockouts pending arbitration. The decision of the arbitration board shall be accepted as final by both parties hereto. The expense of the arbitrator shall be shared equally between the Employer and the Union.

SECTION 7. It shall not be a violation of this agreement for persons covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been

authorized and recognized by the Union picketing, is established for a legal purpose and is not contrary to or in violation of either the Labor Management Relations Act of 1947 or the laws of the States of Missouri and Illinois.

SECTION 8. The employer agrees not to enter into any agreement or contract with their employees, individually and collectively, which in any way conflicts with the terms and provisions of this agreement. Any such Agreement shall be null and void.

ARTICLE 4 WORKING HOURS, OVERTIME

SECTION 1. The work week shall run from 12:01 am Monday to midnight Sunday. Eight (8) hours shall constitute the basic work day. Forty (40) hours shall constitute the basic work week. Hours for which time and one-half (1 1/2x) time will be paid on the sixth (6th) day of the week shall be from 12:01 am to midnight. Time and one-half (1 1/2x) shall be paid for all time worked in excess of eight (8) hours in any one day or after ten (10) hours if the employee is scheduled a four (4) day work week, or forty (40) hours in any one week whichever is greater. There shall be no duplication of overtime pay for daily and weekly overtime. Should employees be scheduled ten (10) hour days, overtime shall be for hours worked in excess of ten (10) hours in one day instead of eight (8) hours in any one (1) day.

The Company agrees employees will not be scheduled to work on their seventh day, however the Company may work employees on their seventh day on an as needed basis due to equipment malfunction, "down-time", product volumes requiring production on the seventh workday, or scheduled special projects.

Employees called in prior to their scheduled starting time will be paid one and half-times (1 1/2x) their regular rate of pay for their call in hours only if management terminates their starting time prior to the end of their regular shift, their starting time in the event management terminates the employees schedule.

Should an employee choose to take off on his/her own accord which is not due to an illness, and/or mutually agreed to by the employer, the employee will waive his/her right to the guaranteed overtime pay for any hours worked in excess of eight (8) hours in the same shift, for that week, and will be paid overtime for hours worked in excess of forty (40) hours in that week. The employee will also be required to sign a waiver stating such.

SECTION 2. Double time (2x) shall be paid for all work performed the seventh (7th) day of the work week and holidays for hours worked and will not be figured again if any hours go over forty (40) in any one (1) week. Hours for which premium pay is paid for the sixth (6th) day of the work week will not be figured again if hours go over forty (40) in any one (1) work week.

ARTICLE 5 GUARANTEED TIME

SECTION 1. The employer agrees to guarantee all its regular employees a minimum of forty (40) hours work each scheduled work week to be worked in five (5) days of a seven (7)

day work week, or four (4) days if the employee is scheduled ten (10) hours each day. The work week will run from 12:01 am Monday through midnight Sunday.

SECTION 2. Employees shall be paid this minimum forty (40) hours guarantee each scheduled work week when they are present for the full-time worked by the group in which they are employed and do not take a day off on their own accord.

SECTION 3. Any employee called in for work and sent home shall receive a minimum four (4) hours pay for such day that said employee was called in for work.

SECTION 4. Any employee called to work on the seventh (7th) day of the employee's work week or specified holidays shall be guaranteed a minimum of four (4) hours at double (2x) time.

SECTION 5. Any employee called to work on the sixth (6th) day of the employee's work week shall be guaranteed a minimum of four (4) hours at time and one-half (1 1/2x).

SECTION 6. Overtime will be scheduled by plant seniority where needed (Monday through Sunday).

The company will post weekly bid sheets for those employees volunteering for overtime. In the event the most senior person(s) do not sign up on the bid sheet for overtime, the employer will have the right to assign the overtime to the least senior qualified person who has signed up on the bid sheet. Should no one sign up on the bid sheet for overtime, the least senior qualified person will be assigned for the overtime available for such week.

In the event the shop steward would like a copy of such bid sheets or schedules he/she must request such, and a copy will be provided.

SECTION 7. It is agreed that the employer will post a weekly work schedule by noon Friday for the next work week to include foreseen scheduled overtime.

In the event of unforeseen absences, i.e., no call/no shows, sickness, customer demands, or breakdowns, the weekly work schedule could be subject to change. The employer agrees to make the necessary schedule changes and notify the affected employees as soon as possible. In the case of such needed changes, employees may be asked to cover the void in their department by working a twelve (12) hour shift. The employee may choose to work a double shift, but will not be forced to do so.

ARTICLE 6 PAID HOLIDAYS

SECTION 1.

A. Employees shall receive eight (8) hours pay at their regular rate for the following holidays not worked:

New Year's Day	Thanksgiving Day
*Memorial Day	Christmas Day
Independence Day	Veteran's Day
Labor Day	
**Personal Holiday (see schedule below)	

*To be observed on the last Monday in May.

****Personal Holiday:**

<u>Length of Service</u>	<u>Personal Days</u>
1 year or more	1 Personal day
3 years or more	2 Personal days
8 years or more	3 Personal days
15 years or more	4 Personal days

Selection of personal holiday shall be made no later than Wednesday of the preceding week in which the holiday is to be taken; no more than one employee at a time may be off for this purpose; and personal holidays may not be taken in a week in which another holiday occurs.

Holidays falling on Sunday shall be observed on the following Monday.

B. Employees who work on any of the holidays designated shall receive double time (2x) for hours worked in addition to the eight (8) hours holiday pay.

Any employee required to work on a holiday designated in this Article shall have the option of choosing compensation at the rate of an additional one (1) day of compensatory time in lieu of being compensated the premium compensation rate of two (2) times the regular straight time compensation. Said compensatory time may be taken at such times as mutually agreed upon by the Employee and the Company. Requests by employees for such compensatory time off shall be approved or denied, in writing by the shift supervisor, within 72 hours of the time the request was made by the employee. If the compensatory time requested by the employee is neither approved nor denied within this specified 72-hour period, it shall be considered approved. Once the time has been approved, it shall not be cancelled unless agreed to by the employee. Requests for such compensatory time off shall not be denied for arbitrary, capricious or discriminatory reasons. Employees shall be allowed to use compensatory time in one hour increments.

The Employer can designate three (3) shift operators; switch shifts shall run on holidays as follows:

3rd shift from 12:01 a.m. to 8:00 a.m.;
 1st shift from 8:00 a.m. to 4:00 p.m.;
 2nd shift from 4:00 p.m. to 12:00 midnight.

These shift workers shall eat their lunch on company time.

Employees must be available and ready for work as ordered in the work day preceding and the work day following a holiday in order to be eligible for holiday pay. This section does not apply to employees who are absent from work because of the following reasons:

1. Death in the Immediate Family: In the case of death in the immediate family of an employee, any absence on the part of the employee on that account will be deemed an authorized absence if it is on the day of or all of the days from the day of death to and including the day of the funeral. If one of those days of absence is the last day before the holiday, or the employee's first scheduled work day after the holiday, he shall not be denied holiday pay by reasons of such absences, provided that he has been working regularly up to the date of his bereavement. "Immediate Family" is meant father, mother, husband, wife, significant other, sister, brother, son, daughter; or blood grandparents, or "in-law" relationships of the type just named; or other relative if the employee was living with such other relative.

2. Jury Calls.

3. Verified sickness provided the employee works during the holiday week.

4. Employees who become ill on the job the day before or the day after a holiday, or leaves the job for personal reasons, must receive permission from the superintendent and be excused in order to receive their holiday pay.

C. New employees hired by the company who start to work the day after the holiday shall not be entitled to holiday pay for that week.

D. Employees who are laid off by the Company during the week in which a holiday is observed or the week preceding the week in which a holiday occurs shall receive the holiday pay.

E. If an employee is laid off by the Company during the week of Christmas or the week proceeding Christmas week, he shall receive Christmas and New Year's holiday pay.

F. Employees who had been laid off by the employer and who are called back in the week in which a holiday is observed shall receive the eight (8) hours holiday pay.

G. Employees who work during a holiday week and who have received Armed Forces orders to report for a physical pre-induction examination, or who must report for Military Service during the holiday week, upon presentation of such orders to the superintendent shall be excused and shall be paid holiday pay.

H. Employees whose vacations are designated in any week in which a holiday occurs, shall receive eight (8) hours holiday pay in advance, in addition to regular vacation pay.

I. The eight (8) hour pay for holidays not worked shall not count as hours worked in computing overtime.

J. Employees assigned to and performing a job paying a higher rate for the entire week during which a holiday occurs shall receive the higher rate in computing holiday pay.

K. Employees who are on Workman's Compensation or on sick pay and a holiday occurs, shall receive the difference between eight (8) hours holiday pay at their regular rate and the monies they receive for sick pay of Workman's compensation for that day.

ARTICLE 7 VACATIONS

SECTION 1. Employees shall be entitled to their earned vacations each year as follows:

Vacations are to start on Monday.

One (1) week vacation with pay, provided the employee has been in such service for six (6) months.

Two (2) weeks of vacation with pay provided the employee has been in such service for three (3) years or more.

Three (3) weeks of vacation with pay provided said employee has been in service for six (6) years or more.

Four (4) weeks of vacation with pay provided said employee has been in such service for twelve (12) years or more.

Hourly paid employee's vacation shall be paid on the basis of a minimum of forty (40) hours for each week's vacation. Any hourly paid employee who works an average of more than for (40) hours in the previous year shall be paid his average weekly pay for the previous year. The Employer will divide the number of weeks worked by the employee in to the total amount of monies earned in the previous year for each week's vacation, but in no case shall such hourly paid employee's vacation pay be less than forty (40) hours at the employee's rate of pay at the time of vacation.

SECTION 2. A vacation schedule will be posted December 1st through January 15th of each year. During this period employees shall select full weeks of vacation by seniority. On January 16th through February 16th the schedule will be posted to select single days by seniority. The maximum number of single days to be selected is five (5) January 16th through February 16. Thereafter the remaining vacation days will be on a first come basis.

Vacation days can be taken a day at a time provided they are scheduled in advance.

SECTION 3. In order to receive a vacation the employee must serve an initial qualifying period of one (1) year. Upon completing this qualifying period of one (1) year, one thousand four hundred (1,400 hours), the employee shall receive one (1) week vacation with pay. All employees who have once established their eligibility of one (1) year by anniversary date shall

have their second vacation earned after January 1st following their first anniversary year and their future anniversary date shall be January 1st each year thereafter.

SECTION 4. In the event an employee does not put in the required number of hours within his employment year, then said employee shall not be eligible for vacations until completion of one thousand four hundred (1,400) hours. Time lost because of sickness of proven merit and compensation cases not to exceed six (6) months shall be allowed as time worked in calculation vacation credits. Any employee absent because of illness must submit a doctor's report of condition at least every thirty (30) calendar days, or forfeit the vacation credit for this period of illness. Layoffs by the employer for thirty (30) calendar days or less shall be allowed as time worked in each layoff in calculating vacation credits. Any employee laid off by the Employer shall upon his return to work be credited with previously earned vacation credits. Employee must take said vacation within twelve (12) months after becoming eligible. Employees shall take their vacations according to seniority.

If an employee is on a vacation day on Friday the employee will not be required to work Saturday or Sunday after Friday.

A vacation schedule will be posted December 15 to January 15. Designation how many employees can be spared weekly, then the employee with the most seniority shall have preference, on down the seniority list to the least senior employee, who must accept the dates that are available.

SECTION 5. In the event an employee is laid off, discharged, or called for Military Service, or leaves the service of the employer, or is permanently laid off due to plant close-down, he shall receive his vacation pay as stated above.

SECTION 6. Employees who resign, dies, or enter into Military Service, are discharged, or are permanently laid off due to plant close-down shall receive vacation pay pro-rated on a monthly earned basis from January 1st to and including the month employment ceased.

ARTICLE 8 VACATION POLICY FOR RETURNING VETERANS

SECTION 1. Any person who left the employ of the Employer to enter the Armed Services (including Merchant marine) should return to the employer within ninety (90) days after honorable discharge from such services, and after his return, serves the employer for three (3) consecutive months, as an indication that he intends to remain with the Employer, shall be considered an Established Returned Veteran to qualify under the following vacation policy. Employees entering Military Service shall notify the Employer and the Union in writing when he enters such service.

SECTION 2. In order to apply the Employer's vacation plan to such returning veterans, the following rules shall be observed.

A. As to the amount or length of vacation to which each returned veteran is entitled, time spent in the Armed Forces, up to the date on which the individual returns to work, shall count as time

spent in the employ of the employer and shall be added to time spent in the employ of the Employer previous to entering the Services to establish total length of Service. With this total length of service in mind, the amount of vacation can be determined by reference to the regular vacation plan to arrive at his normal vacation.

B. Having thus arrived at the amount or length of the normal vacation to which the returned veteran is entitled, and after he has served the required three (3) consecutive months, he shall be paid cash in lieu of time off for his normal vacation for the year in which he returned.

SECTION 3. Upon the passing of the veteran's anniversary date, as stated in Article 6, Sections 1, 2, and 3, following the date upon which the veteran returned to work, the veteran shall be entitled to another normal vacation during that employment year.

ARTICLE 9 LEAVES OF ABSENCE

SECTION 1. All requests for leaves of absence must be submitted in writing by the employee to the Union. The Union will then present the employee's request for leave of absence to the Employer and if the Union and the Employer agree that the employee's leave is justified, the Employer then will give the employee and the Union, in writing, the amount of leave of absence granted.

Leaves of absence without pay beyond regular vacation to which an employee is entitled and which will not affect an employee's seniority, vacation credits, shall be granted for good and sufficient reasons on the basis of the length of continuous service as follows:

LENGTH OF SERVICE	LEAVES OF ABSENCE
Under 5 years	2 weeks
5 years and under 10 years	1 month
10 years and under 15 years	2 months
15 years and over	3 months

Unpaid paternity leave of three (3) days will be granted to employees with nine (9) months of service or more. Vacation days may be used for paternity leave.

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.

All requests for leaves of absence for extended vacations in any year must be made at the same time that vacation requests are made for that year.

Union Leave: When an employee leaves employment with the Employer to take direct employment with United Food and Commercial Workers Union Local 655, or the United Food and Commercial Workers International Union, the employee shall be considered on a leave of absence up to a maximum of three (3) years, and the employee shall, after completion of such

employment with the Union, return to his former employment with the Employer, and his seniority shall continue uninterrupted.

ARTICLE 10 SENIORITY

SECTION 1. Seniority will prevail in the plant. In the case of a lay-off situation, the senior employee may have the right to bid on lower senior employees shift or may choose to bid on a lower senior employees shift; or may choose to take a voluntary lay-off over the least senior employee being laid off.

Lay-offs will be by lowest senior person.

SECTION 2. Below the grade of foreman the principle of plant seniority shall prevail on the basis of layoffs, rehiring and promotions. If in the opinion of management, the next employee on the seniority list is not qualified for the job, the matter shall be discussed with the Shop Steward. If no agreement is reached, the management shall fill the vacancy as its judgment shall direct, subject to the review and adjustment through the Grievance Procedure, under Grievances, Article 2.

SECTION 3. Upon having a position become open, the position will be posted for bid, and the open position will be filled based on the employees' ability to perform the duties. If more than one (1) person bids on the open position, then the determining factor will be on qualifications and seniority. If all is equal then seniority shall prevail. The same will hold true in the event this were to create a domino effect amongst the other employees. The same will take place if the reverse order (lay-off) were to take place.

The company shall award the bid within fourteen (14) days of the job being posted. This period of time to award the bid may be extended an additional ninety (90) days for staffing levels after first notifying the Union Representative and/or the Shop Steward of the extension.

SECTION 4. When an employee changes his address or telephone number the employee must notify the Employer and the Union immediately.

SECTION 5. Seniority shall be broken by any of the following reasons:

A. Discharge for just cause.

B. Voluntary quitting

C. Absence for three (3) consecutive working days without notifying the Company, unless the employee within thirty (30) days of his last day of work provides documented evidence that his failure to notify the company was beyond his control. Such decision by management shall be subject to the grievance procedure. Such notice must be given as soon as possible. The employee assumes the responsibility for such notification.

D. Overstaying a leave of absence without notification to the Company or taking employment elsewhere during the leave of absence.

E. Two (2) years of continuous lay-off. If an employee has less than one (1) year of service, seniority may be broken with a lay-off of thirty (30) continuous days.

SECTION 6. Employees who are recalled to work and do not report within forty-eight (48) hours after recall, the Employer will then notify the employee at his last known address, that unless the employee reports within five (5) days or gives reason for his failure to report after being recalled by the Employer, the employee shall be removed from the payroll and records shall be remarked "voluntarily quit". The Employer will send the Union a copy of letter sent the employee so the Union will be able to cooperate in this matter.

SECTION 7. Employees who have been laid off or recalled out of turn shall be returned to the job in accordance with their seniority involved and paid for time lost on the basis paid the employee who was recalled out of seniority. Employees or Shop Stewards shall make claims immediately when it is called to their attention that this section has been violated, but under no circumstances will the Employer be responsible for more than fifteen (15) calendar days pay.

SECTION 8. The Employer shall notify the Union by telephone prior to a layoff due to lack of work.

ARTICLE 11 SUBSTANCE ABUSE

The United Food & Commercial Workers Union, Local 655 ("Union") and Darling Ingredients Inc. ("Employer") are concerned with preserving the health and safety of all personnel at the facility. Both recognize that the use of controlled substances is inconsistent with the behavior expected of employees, as it subjects all employees and visitors to the facility to unacceptable safety risks and undermines the Employer's ability to operate safely and effectively. For this reason, the Employer has adopted and the Union has accepted the following policy concerning the use and possession of drugs and the means by which to detect their use and possession by employees.

Pursuant to the collective bargaining discussions conducted by representatives on behalf of the Union and the Employer, the parties have agreed as follows:

SECTION 1. The terms and conditions of the Employer's Drug Policy is incorporated by reference and shall be applied to all employees governed by this Agreement; however, any exception to the Drug Policy as stated in this Agreement shall govern the Employer's administration of said policy.

SECTION 2. The unlawful manufacture, distribution, dispensation, sale, possession, or use of any controlled substance (drugs or alcohol), is strictly prohibited in the workplace or while engaged in Employer business (on or off Employer's premises). Any employee found to be in violation of this policy will be subject to discipline, up to and including immediate discharge.

SECTION 3. Any employee who reports for work under the influence of drugs or alcohol will be subject to disciplinary action, including discharge.

SECTION 4. Legal use of medically prescribed drugs is not prohibited. However, where an employee is taking a medically prescribed drug that can affect their physical and/or mental ability to perform their job, the employee must immediately notify their supervisor of the use of such medically prescribed drug. Where an employee uses a medically prescribed drug that impairs their ability to perform their job, such employee will be disqualified from working until they are no longer so impaired by the drug. Employees shall produce verification of the medical prescription where asked by their supervisor.

SECTION 5. Law enforcement officials will be notified when illegal drugs are found on Employer premises.

SECTION 6. Drug and/or Alcohol testing of an employee will occur: (1) at the time of pre-employment of the individual; (2) upon *reasonable suspicion* that an employee has violated this policy; (3) where an employee is involved in a *work-related accident or injury*; (4) on a *random* basis, pursuant to the Employer's random drug testing procedures or (5) where required by law (e.g.: DOT regulation compliance). A refusal to be drug and/or alcohol tested will be grounds for an employee's discharge.

SECTION 7. For all employees covered by this Agreement, a "positive" drug or alcohol test result will be defined as:

A. Positive for Alcohol: Blood/alcohol concentration equal to 0.08 or above for non-driving jobs, if Job requires driving of a company vehicle 0.04;

B. Positive for Drugs:

Substance	Initial Test Cutoff Levels (ng/ml)	Confirmatory Test Cutoff Levels (ng/ml)
Cannabinoid Metabolites (Marijuana)	50	15
Cocaine Metabolites (Cocaine)	150	100
Opiate Metabolites (Morphine or Codeine)	2000	2000
Phencyclidine (PCP/Angel Dust)	25	25
Amphetamines (incl. Methamphetamines)	500	250
Barbiturates	300	300
Benzodiazepines	300	300

SECTION 8. Conditional Reinstatement: the Union and the Employer agree that Conditional Reinstatement shall be available as follows:

A. Failed Drug Test: Where an employee is tested for reasonable suspicion and the tests prove positive for drugs or alcohol the employee will be subject to discipline up to and including discharge. Prior to administering discipline, consideration will be given to the employee's length of service (if at least eighteen (18) months), work history, the seriousness of the violation and other factors involved. Should the employee not be discharged, the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a reasonable suspicion positive test. Should the employee not be discharged the employee will be referred to an assistance program for evaluation and must complete any recommend program.

Where an employee has failed a post-accident or a random drug or alcohol test by testing positive for prohibited substances, the employee will be terminated.

B. Voluntary Counseling: Employees who suffer from a substance abuse problem (drugs and/or alcohol) and who want assistance to stop using drugs and/or alcohol may enter into an EAP, at their own expense, pursuant to the terms and conditions of the Employer's Conditional Reinstatement Program.

C. Employees will be allowed to no more than a total of three (3) opportunities to seek Conditional Reinstatement during their employment.

D. An employee who has undergone Conditional Reinstatement for a failed drug test may still receive voluntary counseling conditional reinstatement as set forth in (b) above (such as where the employee has a "relapse"). However, any additional positive drug test results will result in the employee's immediate discharge from the Employer.

E. Employees who participate in the Conditional Reinstatement Program will not receive compensation from the Employer during their treatment/counseling and will not be able to return to work until their treatment/counseling is completed and the Employer is in receipt of a full release from the MRO as well as a *negative* "Return to Duty" drug and/or alcohol test result.

F. Once the employee returns to work, the employee must comply with the terms and conditions of the Conditional Reinstatement Agreement for a period of two (2) years (which will include undergoing follow-up drug testing on a random basis) for as long as the employee is a "current employee", for the duration of the Agreement term, *regardless of work status* (such as leave of absence for workers compensation).

G. In some cases the cost of rehabilitation may be covered under the employee's group medical and disability plans. No other compensation or reimbursement of wages will be paid to the employee during rehabilitation time.

H. Employees who agree to participate in the Conditional Reinstatement Program will be bound by the terms and conditions of the Conditional Reinstatement Agreement set forth in the Drug Policy. If the employee does not agree to participate in the Conditional Reinstatement Program or if the employee fails to fully cooperate with the SAP or the EAP, the employee will be immediately discharged.

I. In the event the employee shall ever test positive for drugs or alcohol *at any time* following the execution of the Conditional Reinstatement Agreement, the employee shall be subject to immediate discharge. This provision shall survive the expiration of the Conditional Reinstatement Agreement's term.

SECTION 9. During the investigation of any suspected violation of this policy, the Employer reserves the right to search the person of any employee while the employee is on Employer property, search any personal property that the employee may have on Employer property (including but not limited to lockers, desks, or lunch boxes), and search any other Employer property. Employees who refuse to permit inspection of personal items shall be subject to immediate discharge.

SECTION 10. All employees required to take a drug or alcohol test pursuant to the Employer's Substance Abuse Policy will authorize the release of the test results to the Employer. Any employee who refuses to authorize the release of the results of their drug or alcohol tests to the Employer shall be discharged.

SECTION 11. Any employee who is convicted of a drug, alcohol, or controlled substance-related violation (including pleas of Nolo Contendere), regardless of whether the employee received the citation on their own time or on Employer time, and the employee as part of their job for the Employer, operates an Employer Owned or Leased Vehicle, the employee shall notify the Employer no later than five (5) days after such conviction or plea. Employees who fail to notify the Employer of such a conviction or plea will be subject to disciplinary action, up to and including discharge.

ARTICLE 12 SHOP CONDITIONS

SECTION 1. Employees subject to this agreement shall not be required to work more than five (5) hours without time for lunch. Lunch time shall be thirty (30) minutes.

SECTION 2. Employees who work twelve (12) hours or more in any one (1) day shall be granted all breaks and lunches as hours worked for this day, including an additional twenty (20) minute break following the tenth (10th) hour of being on duty.

Employees who do not receive their breaks will be paid for said time by the Employer.

SECTION 3. Employees will not be scheduled without twelve (12) hours off duty between shifts unless employee waives his/her rights to this condition.

SECTION 4. Employees who have given long and faithful service in the employ of the Employer and have become unable to handle their position will be given preference of such other work as is available. Wages paid to such employees shall be the wages of the position assigned.

SECTION 5. Any employee who is regularly assigned to a position, or any employee who is required to fill a position by the Employer in his department, and has been regularly working on this position paying a higher rate for sixty (60) consecutive calendar days, and is required to perform a position paying a lower rate according to seniority, the rate shall not be reduced until after sixty (60) consecutive calendar days. After sixty (60) consecutive calendar days, the employee shall receive the rate of the job performed according to seniority.

SECTION 6. The management of the plant and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested in the Employer. The Union shall have the right to review through the grievance procedure any action by the Employer under this section.

SECTION 7. Pay day shall be no later than Friday. If Friday is a holiday, pay day shall be Thursday.

SECTION 8. Employees shall be paid from their scheduled starting time until the time they clock out. In cases where an employee is late to work or called in, the employee will then be paid from the time they clock in until the time they clock out.

SECTION 9. Only in cases of emergency shall a supervisor, non-working foreman who is not a member of the bargaining unit, be permitted to work on any jobs that come under the jurisdiction of Local 655.

SECTION 10. All employees shall be entitled to a ten (10) minute recess period on company time, in the first part of their day after two (2) hours work. After lunch time they shall be entitled to a ten (10) minute rest period, on company time, after two (2) hours work. Additional relief must not be abused by the employees. Employees who do not receive breaks, will be reimbursed for breaks not taken.

SECTION 11. The Employer shall continue its present plant practice with respect of furnishing tools.

SECTION 12. The Employer will furnish and launder six (6) uniforms or work clothes per week for the employees at the Employer's expense.

SECTION 13. No employee shall be called into discussions or meeting pertaining to disciplinary matters without the presence a Shop Steward or Union Representative. If no Shop Steward is present, another member will be called into the meeting, as a witness. Shop Stewards will be advised of contents of meeting.

SECTION 14. The employer shall provide during the term of the contract up to two pairs of nonslip safety shoes for work use per year, in accordance with the employers personal protective equipment policy. In the event work boots have excessive wear and become a safety hazard to the employee, a boot voucher will be given at the general manager's discretion. New hires will receive their first pair of shoes after they have completed their probationary period.

ARTICLE 13 HEALTH & WELFARE

SECTION 1. Effective June 1, 2023, for hours paid in May 2023, the Company shall continue to pay four dollars and seventy-seven cents (\$4.77) per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective June 1, 2023, for hours paid in May, 2023; the Company shall pay \$4.76 per hour.

Effective June 1, 2024, for hours paid in May, 2024; the Company shall pay \$4.75 per hour.

Effective June 1, 2025, for hours paid in May 2025 and thereafter, the Company agrees to pay the contractual rate set by the Fund for all contributing employers at such time the Fund establishes a change in the rate. The Company agrees to pay for said hours, even if said agreement(s) is entered into after the expiration date of the current contract(s), including any such retroactive increase ultimately set by the Fund.

For purposes of interpreting the provisions of this Section, refer to the Health and Welfare Interpretation Rules Addendum" which is attached hereto and incorporated by reference as if fully set out herein.

SECTION 2. Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

SECTION 3. All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly (or, if applicable, bi-weekly) basis by the Company. Such deductions shall be as follows:

Effective June 1, 2019-----\$42.00

* Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

All employees for whom contributions are made to the Health & Welfare fund shall contribute the weekly contribution.

The employee's declination of coverage shall not relieve the Company of its obligation to contribute on behalf of that employee.

Employees will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change

Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

A newly eligible employee who does not make an election will be enrolled in Plan D at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

SECTION 4. The Company shall be required to make contributions on behalf of all employees. The parties agree that the obligation to contribute begins on the first day of employment.

SECTION 5. An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Coverage under the ERIP may begin on the first day of any month, as elected by the employee, as long as the employee meets the eligibility requirements as of that date. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

SECTION 6. The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

SECTION 7. The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

HEALTH & WELFARE INTERPRETATION RULES ADDENDUM:

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to Article 12 – Health and Welfare Fund.

1. The Company shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

- A. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.
 - B. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.
 - C. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Company is obligated to contribute for thirty-five (35) hours for that week.
2. The Company shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

- A. An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute forty (40) hours in that week.
- B. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute for forty (40) hours in that week.
- C. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15) hours of vacation pay in lieu of time off. The Company is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Company is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring, or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Company is obligated to contribute for one hundred sixteen (116) hours.

4. The Company is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

- A. An employee requests vacation pay for time to be taken off the following week. The Company is obligated to contribute for these hours.
- B. An employee requests vacation pay for time to be taken off a month after the request is made. The Company is obligated to contribute for these hours.
- C. An employee has requested vacation pay with no indication of if or when time off would be taken. The Company's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).

The provisions of this Early Retirement Incentive Program may be modified at the discretion of the Board of Trustees of the Health and Welfare Fund during the term of this Agreement.

ARTICLE 14 EMPLOYEES' PENSION TRUST

The Employer will provide at its expense a pension providing for a retirement benefit (single life annuity age 65) forty-three dollars (\$43.00) per month on October 25, 2012 multiplied by years of credited service not to exceed thirty (30) years, for employees retiring after their 65th birthday and completion of at least five (5) years credited service; early retirement by agreement of the Employer at any time after the employees 55th birthday and completion of at least fifteen (15) years credited service, the benefit to be actuarially reduced and counting credited service to date of retirement; disability retirement after the employees 50th birthday and completion of ten (10) years credited service if eligible to receive Social Security disability benefits, this benefit to be equal to retirement benefits (single life annuity age 65) counting credited service to the date of disability; vesting after completion of five (5) years of credited service.

Effective November 2, 2014, the Employee's Pension Trust previously provided by the company to the employee's under this agreement will be frozen at each employees accrued benefit as of

November 2, 2014. All employees will be allowed to become vested at the employee's accrued benefit as of November 2, 2014.

Effective November 3, 2014 the Employer agrees to maintain an hourly 401 (k) plan at its St. Louis facility and all Union employees covered by this agreement will participate in such a plan on the same basis and on the same terms and conditions as Darling Ingredients Inc. hourly employees who are not covered by a Collective Bargaining Agreement.

ARTICLE 15 RECOGNITION

SECTION 1. If the highest court having jurisdiction in the matter by its final decision interprets any applicable law of the United States or the States of Missouri or Illinois in a manner so as to bring any provision or section of this Agreement into conflict with such law, such conflicting provision or section of this Agreement and such provision or section alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as interpreted.

SECTION 2. The Employer recognizes the Union as exclusive bargaining agent for all production and maintenance employees at its National City, Illinois plant, but excluding office clerical employees, professional employees, guards, and supervisors.

ARTICLE 16 WAGES

SECTION 1. The wage scale attached to this contract shall be the rate of pay.

SECTION 2. Any employee starting their day between 3:00pm and 12:00am shall be considered a night worker and shall receive a premium of fifty cents (50¢) to their base rate worked.

The above premium shall be added to the regular rate in computing overtime pay, holiday pay and vacation pay.

SECTION 3. PLANT INJURY COMPENSATION

It is agreed between the Employer and the Union that in any instance where an employee is injured while working at the plant so severely as to be sent home by the Employer, or nurse, or doctor, he shall, regardless of the hour at which he sustained the injury be paid a full eight (8) hour day at said employee's regular rate for that day.

SECTION 4. TIME ALLOWANCE FOR DOCTOR CALLS

Employees who are required to visit the company's doctor during working hours shall suffer no loss of time or pay because of such visits.

SECTION 5. JURY PAY

An employee who is required to serve on petit jury duty will be compensated by the Employer the difference in pay between that received as juror and that which he would have received if he had worked. The compensation shall be limited to ten (10) days.

SECTION 6. It is agreed between the Employer and the Union that any employee who is receiving a rate and is required to fill another job paying the same rate or lower, the employee can be required to perform the job by the Employer.

SECTION 7. FUNERAL PAY

It is agreed between the Employer and the Union that an employee is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

1. The employee notifies the Employer of the purpose of his absence on the first day of such absence;
2. The day of absence is a day during which the employees gang worked and on which day the employee would have worked but for the absence;
3. The days of absence commence with the day of death and are not later than one (1) day after the funeral;
4. The employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the employees' actual attendance at such funeral.

For the purpose of this Section, a member of the immediate family means the employee's spouse, significant other, child, mother, father, sister, brother, mother-in-law and father-in-law, and employee's blood grandparents.

Step or "in-law" relationships of the type just named employees will be granted up to three (3) unpaid days off. Vacation days may be used if available.

ARTICLE 17 SICK TIME

Effective Date of Ratification, and January 1 of each year, All employees with six (6) months of service or more shall receive two (2) sick days. These sick days shall be paid as eight (8) hours of pay and do not count toward the calculation for overtime hours.

Sick days cannot be carried over from year to year. All unused sick days shall be paid out no later than the first pay period in February of the following year.

ARTICLE 18 **GENERAL WAGE INCREASES**

• **JOB CLASSIFICATIONS AND HOURLY WAGE RATES:**

POSITION	CURRENT RATE	EFFECTIVE May 15, 2023	EFFECTIVE May 13, 2024	EFFECTIVE May 12, 2025
PLANT MECHANIC 1	\$24.00	\$25.50	\$26.70	\$27.70
PLANT MECHANIC 2	\$27.00	\$28.50	\$29.70	\$30.70
FLEET MECHANIC 1	\$24.00	\$25.50	\$26.70	\$27.70
FLEET MECHANIC 2	\$27.00	\$28.50	\$29.70	\$30.70
UTILITY	\$22.24	\$23.74	\$24.94	\$25.94
OPERATOR	\$21.74	\$23.24	\$24.44	\$25.44
FINISHED PRODUCT	\$21.74	\$23.24	\$24.44	\$25.44
PRODUCTION	\$20.79	\$22.29	\$23.49	\$24.49

All employees shall receive a premium of one dollar (\$1.00) in addition to their pay on shifts when they are training another employee.

The minimum wage rate for new hires will be one dollar (\$1.00) per hour less than the contract rate as stated above for the first six (6) months of employment, then fifty cents (50¢) per hour less than the contract rate for the second six (6) months of employment. Upon completion of one (1) full year of employment, such employee will then be moved up to the normal minimum wage scale for such position.

ARTICLE 19

TERMINATION OF AGREEMENT

This Agreement covers hours, working conditions, and wages as agreed to between the Employer and the Union. This contract shall become effective in its entirety at 12:01 a.m. May 15, 2023 and will remain in effect until 12:00 midnight May 17, 2026.

ACCEPTED & SIGNED FOR
EMPLOYER:

DARLING INGREDIENTS INC.
National Stock Yards, Illinois

BY: 

Philip Anderson – Regional Vice President

DATE: July 10, 2023

ACCEPTED & SIGNED FOR
EMPLOYEES:

UNITED FOOD & COMMERCIAL
WORKERS LOCAL 655

BY: 

Robert Spence – Secretary-Treasurer

DATE: July 10, 2023

BY: 

Nikki Rich- Union Representative

DATE: July 11, 2023

SUPPLEMENTAL AGREEMENT #1

The Company and the Union mutually agree to the following:

Emergency Calls:

In the event an employee receives a phone call while on duty, and the situation is an emergency, the Company will forward the emergency call to the employee. This shall not be abused by the employee, or privileges will be revoked.

Limited Lunch Area:

The Company will post a notice in the lunch room area notifying all employees and visitors that during lunch break this area is to be utilized by plant personnel only.

Employees Bulletin Board:

The Company will provide a separate bulletin board for the employees to be utilized exclusively for the Union purposes.

Payroll Check Shortage:

In the event an employee is shorted a substantial amount (exceeding \$100.00), and the company is notified of such shortage, the company will issue a separate "manual" payroll check for such shortage by the end of the week. In the event such shortage does not exceed \$100.00, or this is not brought up to management, such shortage will then be added to the next payroll check.

Employee Schedule:

The Company will have the flexibility to schedule its employees based on production, maintenance, and customer needs versus being tied to a set schedule.

DARLING INGREDIENTS INC.
ABSENTEEISM – TARDINESS OCCURRENCE POLICY
SIDE AGREEMENT TO THE U.F.C.W. LOCAL 655 CONTRACT

Occurrence is a non-contractually excused absence (one occurrence per consecutive day or single day absence); or not being dressed and ready to work at your scheduled starting time (tardy = equals one-half occurrence).

It is expected that an employee absent from work shall notify the Employer not less than two (2) hours before the employee's scheduled starting time.

It is expected that employees who are absent from work shall notify the Employer by no later than 3:00pm to notify the Employer of the employee's availability for work or continued absence from work for the following scheduled workday. An employee who fails to notify the Employer of their availability for work on the following scheduled workday shall not have work scheduled and thereby forfeit any weekly pay guarantee provided for under Article 4 of this Agreement.

Employees who have four (4) or five (5) occurrences within a twelve (12) month period will be counseled and warned.

Employees who have six (6) or more occurrences in a twelve (12) month period will be discharged.

Employees who need a day off for a court appearance can use their personal day to avoid an occurrence.

Employees hospitalized and are off more than once for the same injury or illness will have only one (1) occurrence in the same quarter.

Workers compensation injuries do not count as an occurrence.

Absences caused by a disability as defined by the A.D.A. or absence granted under F.M.L.A. should be brought to the attention of the General Manager.

An employee will have the option to use one (1) personal day if available or take an unpaid day as an emergency day per six (6) month period in lieu of receiving an occurrence in accordance with the absenteeism policy. If an employee uses this emergency day they shall be disqualified for the perfect attendance award.

Available vacation days up to three (3) per year can be cashed in for sickness or other emergency personal matters. Occurrences will be assessed.

Employees under a doctor's care that provides documentation from said doctor that medication prescribed will impair their ability to perform their job will be excused from work upon notification. Documentation must include the date the medication was started and the date use will be discontinued along with a return to work date if different.

The Company reserves the right to utilize the "Last Chance Settlement Agreement" versus termination so long as the Company, Union, and Employee are all in agreement that such would be beneficial to the Company and the Employee.

DARLING INGREDIENTS INC.
DISCIPLINARY ACTION POLICY
(REVISED 10/25/97)

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

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

Based over an eighteen (18) month period.

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

SUPPLEMENTAL AGREEMENT #2

EFFECTIVE May 15, 2023 THROUGH May 17, 2026

- 1) All shifts and jobs will be bid upon ratification of the contract. Employees will bid only on jobs qualified to perform. The company shall award the bid within fourteen (14) days of the job being posted. This may be extended an additional ninety (90) days under the conditions of Article 9, Section 3.
- 2) Every effort will be made to make relief available for lunches and breaks per this contract.
- 3) The plant vacation calendar will be kept in a covered frame in an area where all employees have access to see what days are available to be taken.

SUPPLEMENTAL AGREEMENT #3

A yearly financial report shall be submitted by the Administrator, and audited by a Certified Public Accountant, and approved by the Trustees. The Administrator will issue a printed copy of his report and the Certified Public Accountants report to each participating Employer and each participating member of Local 655. Rules and regulations of the Trust shall be governed by the Board of Trustees.