

**AGREEMENT
BETWEEN
DARLING INTERNATIONAL INC.**



AND



TEAMSTERS LOCAL NO. 542

JUNE 1, 2020 – MAY 31, 2025

BENEFITS

Health and Welfare

San Diego County Teamsters Employers Insurance Trust (STEFA)

**3737 Camino Del Rio South
Suite 300
San Diego, CA 92108**

**(619) 849-1063
(877) 469-5296**

www.ourbenefitoffice.com/STEFA/Benefits

Pension

Western Conference of Teamsters (WCT)

**Northwest Administrators (Pension Benefit Administrators)
225 South Lake Avenue, Suite 1200
Pasadena, CA 91101-3000**

(866) 648-6878

www.wctpension.org

TEAMSTERS LOCAL UNION #542

GENERAL TEAMSTERS

4666 Mission Gorge Place
San Diego, CA 92120
Phone: 619/582-0542
Fax: 619/582-0059

Mailing Address: P.O. Box 600507
San Diego, CA 92160

Branch Office: 2298 Merrill Center Drive
El Centro, CA 92243
Phone: 760/352-6571
Fax: 760/352-6599

Web Address: www.teamsters542.org

E-Mail Address: local@teamsters542.org

Secretary-Treasurer: Jaime Vasquez
President: Phil Farias
Vice President: Cliff Cunningham
Recording Secretary: Dwayne Garrett
Trustees: Don Mack
Curt Olson
Lynda Linville

Organizers: Salvador Abrica x. 123

Business Agents:

<u>San Diego:</u>		<u>El Centro:</u>		
Shelly Allsup	x. 110	Paul Samson	x. 106	Ruth Duarte
Ron Cutitta	x. 105	Matt Snyder	x. 112	Flavio Grijalva
Phil Farias	x. 107	Nicole Moreno	x. 104	
Dwayne Garrett	x. 119	Jaime Vasquez	x. 116	
Alvin Mitchell	x. 120	Mike West	x. 115	

Office Personnel:

Office Manager/Bookkeeper:	Administrative Assistants:
Teresa Diaz x. 103	Ofelia Solano (El Centro)
	Carmen Haro x. 101
	Evelyn Fournier x. 102

Table of Contents

- AGREEMENT 1
- ARTICLE 1 - RECOGNITION..... 1
- ARTICLE 2 - PROBATIONARY EMPLOYEES..... 2
- ARTICLE 3 - COMPANY POLICIES..... 2
- ARTICLE 4 - VACATIONS 2
- ARTICLE 5 - HOLIDAYS 4
- ARTICLE 6 - HEALTH AND WELFARE..... 5
- ARTICLE 7 - RETIREE HEALTH AND WELFARE 6
- ARTICLE 8 - SICK LEAVE 7
- ARTICLE 9 - SENIORITY..... 8
- ARTICLE 11 - BEREAVEMENT LEAVE..... 10
- ARTICLE 12 - RATES OF PAY..... 10
- ARTICLE 13 - GRIEVANCE & ARBITRATION 11
- ARTICLE 14 - STRIKES, LOCKOUTS & PICKETING 13
- ARTICLE 15 - WORK CLOTHES..... 13
- ARTICLE 16 - CITATIONS..... 14
- ARTICLE 17 - STEWARDS..... 14
- ARTICLE 18 - BULLETIN BOARD..... 14
- ARTICLE 19 -JURY DUTY 15
- ARTICLE 20 - TRAP ROUTES 15
- ARTICLE 21 - SAFETY 16
- ARTICLE 22 - ALCOHOL & ILLEGAL DRUG INTOXICATION TESTING..... 16

ARTICLE 23 - LODGING AND PER DIEM..... 16

ARTICLE 24 - ATTENDANCE BONUS 16

ARTICLE 25 - NO SUBCONTRACTING 16

ARTICLE 26 - CASH ON DELIVERY 17

ARTICLE 27 - SUCCESSORS AND ASSIGNS..... 17

ARTICLE 28 - LEGAL BENEFIT 17

ARTICLE 30 - TERM OF AGREEMENT..... 18

MOU / ARTICLE 31 – RATES OF PAY 19

AGREEMENT

THIS AGREEMENT is entered into at San Diego, California on June 1, 2020, by and between Darling International, Inc., hereinafter referred to as the "EMPLOYER", and Local Union No. 542, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION".

ARTICLE 1 - RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees of the Employer over whom the Union has jurisdiction, with respect to wages, rates of pay, hours of work and all other conditions of employment.

Section 2 The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, fines and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), fines or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Local Union in one lump sum, no later than the 20th day of the month. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 3 Membership in good standing in the Union is a condition of employment for the employees of the Employer. Each and every employee of the Employer must obtain and maintain his membership in good standing in the Union; and any employee who fails to meet this condition in thirty (30) days following the beginning of such employment or in thirty (30) days following the effective date of this Agreement, whichever is the later, shall be discharged immediately by the Employer upon notice by the Union to the Employer of such failure to meet this condition within the specified period.

ARTICLE 2 - PROBATIONARY EMPLOYEES

The first sixty (60) days of employment shall be considered a probationary period to determine the fitness and ability of the new employee; provided, that if the Company has not been able to fully and properly judge the fitness and ability of the employee in that sixty (60) day period, it may request, and the Union shall grant, an extension of that employee's probationary period for an additional thirty (30) days. The Employer shall be the sole judge of the competency of probationary employees, and if during his probationary period, his performance is not satisfactory to the Employer, he may be terminated. Such a termination during said probationary period shall not be subject to review through the Grievance and Arbitration procedure provided for in Article 13. However, if the employee continues working past his probationary period, his seniority shall commence as of the first day of his employment.

ARTICLE 3 - COMPANY POLICIES

Section 1 Nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of Management, including the making of such rules relating to operations that are deemed advisable. The Company rules shall be in writing posted and effective thirty (30) days after a copy is sent to the Local Union unless the Union objects. Any objection must be specific as to what rules or rules are being objected to.

Such Company rules are to apply equally to all employees of the Employer.

ARTICLE 4 - VACATIONS

Section 1 A year for the purpose of determining employee's vacation eligibility shall begin with the anniversary date of employment. All employees shall receive their vacation benefits on January 1st of each year after their first year of employment.

Employees hired in the last quarter of the year and who have completed one (1) of service year of service and received their vacation entitlements as outlined in section 2 and who subsequently receive their second-year benefits as of January one of the next year shall not be allowed to bid those weeks until after June 1 of that year.

Section 2 Employees will accrue vacation in the following manner;

Year of Service	Vacation
1 to 5 years	2 weeks
6 to 12 years	3 weeks
13 to 19 years	4 weeks
20 years or more	5 weeks

(a) Employees shall be allowed to split one (1) week of vacation, one (1) day at a time per year.

Section 3 Seniority shall be considered in choice of vacation periods. In arranging vacation, due consideration shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many men seeking vacation at the same time. No more than one (1) person per job assignment (i.e., Route Drivers - Trap - Dock) will be off at any given time. The employer shall make sure that there is adequate coverage for drivers and warehouse/dock worker when they go on vacation.

The employer agrees that there shall be no blackout dates for the purpose of vacation bidding.

Section 4 The Employer shall post a vacation list showing date of hire on the bulletin board no later than January 2nd for choice of vacation. Employees shall select their vacation period within thirty (30) days. All vacation bids will be made through February of the following year. Employees shall choose their vacation within three (3) days of their last bid. Any Employee who misses their bidding period shall choose from the remaining available weeks by seniority.

Section 5 All vacation pay due is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation, with two (2) weeks prior written notice.

Section 6 Whenever possible, and when desired by the employee, he may stagger or spread his vacation throughout the year. However, in no case shall any portion of a vacation be less than one (1) week. It shall be mandatory that all employees take one (1) week of vacation per year.

Section 7 By mutual agreement of the Employer and the employee involved shall have the option to receive vacation pay in lieu of taking time off for said vacation. To be paid in the form of a separate check, when buying back vacation.

Section 8 An employer and an employee may agree on a change in the vacation period of such employee after the vacation schedule has been posted, provided it does not affect the vacation period of any other employees on the vacation schedule.

Section 9 If employee intends to buy back vacation, notice must be given within one week, and that week will be posted as available, immediately.

ARTICLE 5 - HOLIDAYS

Section 1 The following days shall be observed as non-working holidays, and shall be paid for as a nine (9) or eleven (11) hour day worked. The work day will begin at the start of the "First Shift" and continue for twenty-four (24) hours:

New Year's Day - President's Birthday - Memorial Day - Independence Day (July 4th) - Labor Day - Veteran's Day - Thanksgiving Day - Christmas Day - One (1) Personal Floating Day with pay, with a minimum of two (2) weeks' notice, in writing, to the Employer.

Section 2 Federal holidays will be observed on the following days in accordance with Public Law 90-363, the Monday Holiday Law which went into effect January 1, 1971: New Year's Day - January 1st; President's Birthday - Third (3rd) Monday in February; Memorial Day - Last Monday in May; Independence Day - July 4th; Labor Day - First (1st) Monday in September; Veteran's Day - November 11th; Thanksgiving Day - Fourth (4th) Thursday in November; and Christmas Day - December 25th.

Section 3 A holiday week is defined as a calendar week in which a holiday falls. All work performed in a holiday week in excess of thirty (30) or thirty-two (32) hours for such week, or in excess of eight (8) or ten (10) hours per day, whichever is greater, shall be paid at the overtime rate of pay as hereinafter set forth in.

Section 4 A holiday which falls on Saturday or Sunday shall be observed on the preceding Friday or the following Monday. Any work performed on a Friday or a Monday in which a holiday will be observed, shall be paid at two (2) times the hourly rate of pay, in addition to the regular nine (9) or eleven (11) hours pay for the holiday.

All drivers whose shifts begin at midnight shall have the option of working Thanksgiving Day of the Friday after Thanksgiving

Any driver who chooses to work the day that the Warehouse/Dock worker is off shall be responsible to off load his truck prior to going home for the day.

Section 5 Nothing in this Article shall be construed to deviate from the provisions of **Article 12**; dealing with overtime; and any work performed on a Saturday or Sunday, whether in a holiday week or otherwise, shall be paid at the overtime rate as therein set forth.

Section 6 Provided a holiday occurs during an employee's vacation period, said employee shall be given an extra day of vacation or an extra day's pay in lieu thereof, at the option of the Employer.

Section 7 No employee will be eligible for holiday pay unless he has worked his last scheduled day immediately preceding the holiday and his first scheduled day immediately following the holiday or has obtained the Employer's express written permission to be absent on either of these days. This does not apply to employees sent home sick the day before or the day following the holiday.

ARTICLE 6 - HEALTH AND WELFARE

Health and Welfare coverage shall be provided under the San Diego County Teamsters-Employers Insurance Trust for the purpose of providing Life, Accidental Death and Dismemberment, Medical and Hospital and Major Medical Expense benefits, Dental Plan benefits, Vision Plan benefits, and Prescription Plan benefits for all eligible employees and their dependents and domestic partners. Said Trust Fund to be administered by the Board of Trustees on which employees and employers are equally represented.

Section 1 The Employer agrees to pay One thousand two Hundred twenty-nine dollars (\$1,032.00) per month to purchase and administer the benefits set forth in Medical Plan "K", with \$10.000 additional life insurance at two dollars and forty cents (\$10.00).

Section 2 The Employer agrees to pay seventy-seven dollars (\$77.00) per month to purchase and administer the benefits of the Dental Plan "7".

Section 3 The Employer agrees to pay Fourteen dollars and twenty-five cents (\$14.25) to purchase and administer the benefits of the Vision Service Plan (V.S.P.).

Section 4 The Employer agrees to pay One hundred and fifty-seven dollars and twenty-five cents (\$157.25) per month to purchase and administer the benefits of the Prescription Plan "1".

Increase total contribution to One thousand four hundred and seventy-nine dollars and nine cents (\$1,290.25).

Section 5 The amounts of the Employer contributions for the above-named Plans may be increased for maintenance of benefits purposes or decreased in the event less money is required to purchase these benefits in accordance with the procedures set forth in the Trust Agreement.

The parties hereto agree to accept and execute such "Acceptance of Trust Documents" as may be required for participation in the Trust and such payments shall be made in accordance with the provisions established by the Joint Board of Trustees.

Section 6 For the remainder of the year 2020 the Employer shall pay up to One Thousand Three - Hundred and fifty dollars (\$1350.00) per month per employee and Employee shall continue to pay Twenty dollars (\$20.00) per month.

If during the term of this agreement the amount of the premium required exceeds the maximum required to be paid by the company, the contract may be re-opened for health and welfare only when both parties agree.

Section 7 New employees shall become eligible for benefits on the first (1st) of the month following two (2) consecutive months in which they have worked a minimum eighty (80) hours. The Employer shall make payments on all employees who have worked or were compensated for eighty (80) hours in the previous month.

Section 8 If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for the month in which the illness or injury occurs and thirty (30) days thereafter. If an employee is injured on the job, the Employer shall continue to make the required contributions for the month in which the injury occurs and up to ten (10) months thereafter.

ARTICLE 7 - RETIREE HEALTH AND WELFARE

Section 1 Health and welfare coverage shall be provided under the San Diego County Teamsters-Employers Insurance Trust for the purpose of providing medical, hospital, major medical expense benefits and prescription drug benefits for all eligible retired employees and their dependents.

Retired employees shall become eligible for the above benefits on the first of the month following their last month of coverage as an active employee, provided that they are entitled to receive Western Conference of Teamsters Pension Benefits within two (2) months following their last month of active employment. Coverage shall cease on the first of the month following the retiree's 65th birth date.

The Trust shall only be obligated to provide retiree coverage for any retiree for such months as the Employer actually makes a contribution on behalf of that individual retiree.

Once a retiree loses coverage under **this** Article 7, he and/or his dependents shall not be eligible for any additional coverage under this Article. Coverage for a retiree's dependents shall cease the first of the second month following such retiree's death.

The Employer hereby adopts and agrees to be bound by the Trust Instrument creating the San Diego County Teamsters-Employers Insurance Trust Fund and further agrees to accept and execute such "acceptance of documents" as may be required for participation in the Trust. The Employer further agrees to pay to the Trust Fund all contributions due in accordance with the provisions established by the Joint Board of Trustees.

Section 2 Employer agrees to continue pay One Thousand two hundred and ninty dollars and (\$1,290.00) per month to purchase and administer the benefits set forth in Retiree Medical Plan "B".

Section 3 Employer agrees to pay an additional One hundred and fifty-seven dollars (\$157.25) per month to purchase and administer the benefits of the Prescription Drug Plan "1".

Section 4 The amounts of the Employer contributions for the above-named Plan may be increased for maintenance of benefits purposes or decreased in the event less money is required to purchase these benefits in accordance with the procedures set forth in the Trust Agreement as determined by the Trustees.

Section 5 The Employer is only eligible to participate in retiree coverage under this Article for so long as the Employer is obligated to contribute to the San Diego County Teamsters-Employers Insurance Trust for active employees covered by the same bargaining unit as the retiree for whom medical benefits are being provided under this Article.

Section 6 The Employer may charge retirees not to exceed the following sum of One hundred and fifty dollars (\$150.00) toward any required Employer contribution per the term of the agreement.

The retirees' co-payment shall be paid in advance by check to the Employer before the tenth (10th) of each month.

Retirees who fail to make the required co-payments within ninety (90) days may be dropped by the Employer from its list of eligible retirees. Such a deletion from the list of eligible retirees shall cause the retiree to suffer a permanent loss of benefits under this Article.

ARTICLE 8 - SICK LEAVE

Section 1 Each employee covered by this Agreement shall be eligible for sick leave as follows: Upon completion of one (1) year of continuous service, whether such service was completed prior or subsequent to the effective date of this Agreement, each employee shall be entitled to six (6) days absence from work paid for at the regular hourly rate where such absence is due to any illness occurring in the succeeding twelve (12) month period. All employees shall receive their Sick Leave benefits on January 1st of each year after their first year of employment.

Section 2 Sick leave shall begin upon the first day of absence of the entitled employee due to sickness or disability.

If the Employer so desires, he may require reasonable proof, such as a Doctor's statement if out for three (3) consecutive days or longer. Falsification of sick leave claims or proven abuse of sick leave privileges may be cause for disciplinary action or discharge.

Section 3 In the event of injury on the job the employee shall be entitled to a full day's pay for that day.

Section 4 Absence from work up to thirty (30) calendar days in the employment year shall nevertheless be considered as time worked in computing an employee's sick leave rights for that year, where such absences are due to sickness, injury, temporary layoff, or leave of absence. An absence in excess of thirty (30) days shall not be considered in computing an employee's sick leave, and in the event of such extended absence, the employee's sick leave shall be computed on a pro rata basis as to the hours actually worked.

Section 5 Sick leave pay shall be integrated with unemployment compensation, workmen's compensation, and temporary disability benefits, hereinafter generally referred to as "UCO", so that the total of UCO and sick leave pay shall not exceed the employee's dailywage in any one (1) day, and sick leave pay shall be reduced accordingly to prevent such excess payment. Any portion of the sick leave pay thus reduced shall be retained in the employee's sick leave pay account as a part of his accumulated sick leave pay credits.

Section 6 In order to accomplish the integration of sick leave and UCO herein set forth, all sick leaves shall be converted from days of sick leave earned, to hours of sick leave; and such sick leave shall be used and retained within the meaning of this **Article 8** as "hours of sick leave."

Section 7 Employees with who have not used all of their allotted sick leave; shall be paid off any remaining days on the second pay day in December of each year, on a separate check.

Section 8 If an employee leaves or retires with less than ten (10) years of service, fifty per cent (50%) of the accumulated sick leave bank will be paid. If an employee leaves or retires with more than ten (10) years of service, one hundred per cent (100%) of the accumulated sick leave bank will be paid.

Section 9 If employee falls sick in the course of the work week and is able to finish the route by the end of the work week. Said employee should have the option to do so.

ARTICLE 9 - SENIORITY

Section 1 Seniority shall be the controlling principle in the layoff or rehire of employees and in the selection of vacation periods. Vacancies will be filled by posting and awarding the job to the most senior qualified employee. The vacancy then created by the awarding of the job will be filled by the Employer.

Section 2 Temporary layoff or plant shutdown by the Employer, or sickness/accident leave, shall not interrupt or terminate the seniority rights of any employee up to a maximum of twelve (12) months.

Section 3 The parties to this Agreement recognize that one or more Employers signatory hereto may be the successors or assignees of Employers whose employees they have retained; and the parties hereto do further recognize that such retained employees may have acquired seniority by virtue of their continuous employment commencing with such prior employers. To prevent hardship, the parties do therefore agree that in any such instance, the seniority of such employee shall be computed as of his date of hire by the prior Employer.

The employer shall create a list that employees can sign up on for the purpose of overtime and the employer shall follow the list by seniority on a rotational basis. Should no employee sign up for the overtime list or if the work load is such that the employer's needs exceed the overtime list then the employer shall have the right to request employees to work overtime by seniority.

If the employer still needs more workers the employer shall have the right to force workers to work the overtime from the bottom of the overtime list working up to the top until all needs are met.

ARTICLE 10 - PENSION (THE WESTERN CONFERENCE OF TEAMSTERS)

Section 1 The Western Conference of Teamsters (WCT) Pension Plan has been established to provide certain retirement, termination, and death benefits to employees. The Plan and Pension Trust are governed by an equal number of Union and Employer Trustees.

The Employer shall continue to pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement a monthly sum for all compensable hours provided for under this Agreement, to a maximum of Two thousand four hundred eighty (2480) hours per calendar year. Contributions for all employees in the Collective Bargaining Unit covered by this Agreement shall be paid from the first hour of employment as it relates to pension.

The contribution rates shall be as follows:

Section 2 Effective June 1, 2020 the hourly contribution rate shall be Five Dollars and thirty cents (\$5.30) per compensable hour, which includes six and one half per cent (6.5%) for the Program for Enhanced Early Retirement (PEER/84). Year one (1) pension contributions shall be retroactive to June 1, 2020.

Section 3 Effective June 1, 2021 the hourly contribution rate shall be Five Dollars and forty cents (\$5.40) per compensable hour, which includes six- and one-half percent (6.5%) for the Program for Enhanced Early Retirement (PEER/84).

Section 4 Effective June 1, 2022 the hourly contribution rate shall be Five Dollars and fifty cents (\$5.50) per compensable hour, which includes six- and one-half percent (6.5%) for the Program for Enhanced Early Retirement (PEER/84)

Section 5 Effective June 1, 2023 the hourly contribution rate shall be Five Dollars and sixty-five cents (\$5.65) per compensable hour, which includes six- and one-half percent (6.5%) for the Program for Enhanced Early Retirement (PEER/84)

Section 6 Effective June 1, 2024 the hourly contribution rate shall be Five Dollars and eighty cents (\$5.80) per compensable hour, which includes six- and one-half percent (6.5%) for the Program for Enhanced Early Retirement (PEER/84)

Section 7 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be six and one half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time

Section 8 The total amount due for each calendar month shall be remitted in a lump sum not later than the 20th of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

ARTICLE 11 - BEREAVEMENT LEAVE

Leave for all employees shall be provided for the purpose of arranging for and/or attending the funeral, as well as grieving the loss, of a member of the employee's immediate family. Immediate family shall be defined as the employee's current spouse, parents, grandparents, grandchildren, children, step-children, foster children, current mother in-law, current father in-law, brother, sister, and step-parents. The employee will be granted a leave of absence with pay from the day of death up to and including the day of the funeral, but not to exceed three (3) workdays

In the event the funeral occurs outside the State of California, the employee will be granted a leave of absence with pay, not to exceed five (5) workdays, to attend the funeral. The employee, if requested, shall supply verification of time required for such paid leave to the Employer.

ARTICLE 12 - RATES OF PAY

Section 1

	Route Driver CDL Class "A"
June 1, 2020	\$25.07
June 1, 2021	\$25.92
June 1, 2022	\$26.92
June 1, 2023	\$27.92
June 1, 2024	\$28.92

Any employees who shift begins between 12 noon and 12 Midnight shall receive a shift premium of twenty cents (\$.20) per hour for all hours worked.

Section 2 Newly hired employees will receive \$1.00 less per hour than the contractual wage rate for the first six months of employment.

Section 3 The guaranteed workweek will consist of five (5) eight (8) hour days or four (4) ten (10) hour days for forty (40) hours per week, Monday through Friday or Tuesday through Saturday. The Employer will assign by seniority. No deduction in salaries shall be made for any of the non-working holidays enumerated in Article 5 of this Agreement.

Section 4 All-time worked in excess of eight (8) or ten (10) hours a day or forty (40) hours in any one (1) week, shall be paid at the rate of time and one-half (1 ½) and all hours worked in excess of twelve (12) hours in any one (1) day shall be paid at the rate of two (2) times, and such payments are to be in addition to the regular hourly/weekly rate. The overtime rate of pay shall also be paid for any and all work performed on Sunday, except employees working a Tuesday through Saturday workweek will not be paid time and one half (1 ½) for Saturday work. If an employee has not fulfilled their forty (40) hour guarantee prior to Saturday their rate of pay will be at straight time until forty (40) hours has been worked.

Section 5 An employee ordered to work in case of an emergency, shall be paid a minimum of four (4) hours pay at his applicable straight-time or overtime rate.

Section 6 Any Class 'A' training that is mandated by the Company will be done by a **Class 'A'** Certified Driving Instructor at the Employers expense.

Section 7 - New Payroll Mistakes In the event of a payroll error of one hundred dollars (\$100) or more, the Company will make all reasonable efforts to provide the check the following day. If the amount is less than one Hundred dollars (\$100) it will be paid on the next payroll check.

ARTICLE 13 - GRIEVANCE & ARBITRATION

Section 1 A grievance shall be defined as any dispute between the Employer and Union or between the Employer and an employee, concerning the interpretation or application of any of the terms of this Agreement, and all grievances must be filed in writing with the Los Angeles General Manager and processed in accordance with the procedure hereinafter set forth.

Section 2 Grievances concerning alleged improper discharge must be presented within five (5) working days after the employee has received notice of discharge. Other grievances shall be without effect unless presented within six (6) working days from the date of knowledge which is the basis of the grievance, unless it is impossible to know of such a date within six (6) working days after notice of such act or knowledge is first obtained by either the Union or aggrieved employee. Also, within said six (6) working days, in the case of grievances not concerning alleged improper discharge, the aggrieved employee, individually or through the Union Steward, shall discuss the grievance with the Los Angeles General Manager, or the latter's designated representative.

Section 2(a) - Warning Notices a warning notice shall not remain in effect for a period of more than twelve (12) months from the date of occurrence, which gave rise to such warning notice. Warning notices, to be considered as valid, must be issued within ten (10) days exclusive of Saturday Sunday and holidays after the occurrence of the violation claimed by the Employer in such warning notice. Warning letter shall be specific, not general, in nature as to alleged violation (time, date place) and nature of violation.

Section 3 Grievances concerning alleged improper discharge and other grievances not settled under Section 2 of this Article, shall be discussed between the aggrieved employee individually or the Business Representative of the Union and the Union Steward involved, or their designated representative, representing the Union, and the Los Angeles General Manager, or their designated representatives, representing the Employer. Such discussion shall take place within five (5) working days of the presentation period provided for in Section 2 of this Article. In the case of grievances concerning alleged improper discharge, such discussion shall take place within six (6) working days after failure to reach a settlement in the case of other grievances not settled under Section 2 of this Article.

Section 4 If no settlement is reached under Section 3 of this Article, then within ten (10) working days thereafter, the Union may file with the Employer a written notice of appeal to the Board of Adjustment consisting of an equal number of Management and Union Representatives. If said Board is unable to resolve the dispute within ten (10) working days of the date of receiving notice of the dispute then within five (5) working days of the expiration of said ten (10) day period the Union may file with the Employer a written notice of appeal to arbitration and thereupon the parties shall enter into a submission agreement which shall clearly state the arbitral issue or issues to be decided. If the parties are unable to agree a joint statement of arbitral issues, this submission shall contain the Union or employee's statement of issues and the Employer's statement of issues, with the notation that the parties could not agree thereon.

Section 5 If a notice of appeal to arbitration is filed within five (5) working days after failure to reach a settlement under Section 3 of this Article, then also within said five (5) working days the parties shall meet for the purpose of selecting an impartial Arbitrator. The Union shall forthwith request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) disinterested persons within the geographical region qualified and willing to act as an impartial Arbitrator and simultaneously mail a copy of such request to the Employer. From the list, the Employer and the Union shall each alternately strike one (1) name until four (4) names have been eliminated; and the person whose name remains shall be selected as the impartial Arbitrator. The parties shall draw lots to determine who shall make the first deletion from the list.

Section 6 The decision of the Arbitrator, subject to any remedies of the parties at law, shall be final and binding on the parties, and such shall be within the scope and terms of this Agreement, and shall not add to, subtract from, alter or change the scope and terms of this Agreement. The decision of the Arbitrator must be made within thirty (30) days after receipt of the briefs are filed. In no event shall the Employer be liable for back pay during any period of extension requested by the Union or the employee.

Section 7 The Arbitrator shall be empowered to determine the time and place of hearing, if the parties cannot agree. During the hearing before the Arbitrator, each party shall have full opportunity to present evidence and argument, both oral and documentary.

Section 8 Whatever amount of retroactive pay, if any, an employee may be found entitled to receive, shall be based upon the average number of hours, whether eight (8), or less or more per day, worked by the gang with which the employee would have been working during the period to which such retroactive pay is applied.

Section 9 Except as provided in Section 12 below, the grievance and arbitration procedure set forth in this Article shall constitute the sole and exclusive method of adjustment and settlement between the parties of any and all grievances and herein defined.

Section 10 The time limits specified in this Article may be extended in writing by mutual agreement between the Employer and the Union.

Section 11 All expenses, including the fees and expenses of the Arbitrator, and shall all other expenses deemed necessary by the Arbitrator for the proper conduct of the proceedings, including the cost of a transcript if necessary, shall be borne by and divided equally between the parties to the arbitration. Any expenses connected with the calling of any witness shall be borne by the party calling the witness.

Section 12 In case of a dispute between the parties with respect to contagious diseases, the appropriate City or County Health Officer shall be the final authority in determining the physical fitness of any employee or employees.

ARTICLE 14 - STRIKES. LOCKOUTS & PICKETING

Section 1 It shall not be a violation of this Agreement, nor cause for discharge or disciplinary action, for any employee to refuse to cross a legitimate, bona fide, primary line at any other employer's place of business, which is sanctioned by Teamsters Joint Council No. 42.

Section 2 A picket line at any other employer's place of business wherein the Union involved is not affiliated with the International Brotherhood of Teamsters and has not been established or recognized as a bargaining representative or offered proof of majority representation of the employees involved, or where there is no strike against nor lockout by the employer being picketed, shall not be considered "bona fide" for the purpose of this Article.

Section 3 It is agreed that during the term of this Agreement the Union, its officers or members shall not sanction or participate in any strike, slowdown, or work stoppage. It is also agreed that during the term of this Agreement there shall be no lockout of employees of the Employer

ARTICLE 15 - WORK CLOTHES

Section 1 The Employer will furnish all employee work clothes and will pay the laundering of same. Employer will provide rain gear for any employee upon request. **Current practice will continue.**

Section 2 The Employer will reimburse an employee fifty per cent (50%) of the cost for qualified safety shoes up to One Hundred dollars (\$100.00) every six (6) months. The six (6) month period will be defined as January thru June and July thru December.

Section 3 The Employer will furnish gloves as needed due to normal wear and tear.

ARTICLE 16 - CITATIONS

No driver shall be required to violate traffic laws, overloading regulations, and/or D.O.T. regulations. The Employer shall be responsible for any citations issued unless there is negligence on the part of the driver. Citations must be submitted to the Employer within twenty-four (24) hours of issuance. No driver shall drive equipment, which is known, by the driver and Management to be defective.

ARTICLE 17 - STEWARDS

A Steward may be appointed by the Union from men working on the job. The Steward shall make himself known to his Employer. There shall be no discrimination of any kind against the Steward or any employee because of Union affiliations or Union activities provided the same shall be done without loss of time or inconvenience to the Employer.

The Steward of alternate, shall be permitted time off without pay to attend Union meeting called by the Local Union. Not to exceed three (3) days a year.

ARTICLE 18 - BULLETIN BOARD

Section 1 The Employer shall maintain a bulletin board in a prominent and easily accessible location in the plant upon which board the Union shall have the privilege of posting necessary notices pursuant to the conduct of Union business.

Section 2 It is mutually agreed that the Employer has the right to post on the plant bulletin board rules and regulations concerning safe methods of operation and other rules pertaining to conditions of employment, and that each employee shall be subject to such posted rules, provided that such posted rules do not in any manner negate the terms and conditions of this Agreement.

ARTICLE 19 -JURY DUTY

Section 1 - Jury Pay Integration Each day that any employee, covered by this Agreement, and who is past their probation period is required to serve on any jury except the Grand Jury, and when such service deprives an employee of pay that the employee otherwise would have earned, the Employer agrees to pay such employee for those days, the difference between any remunerations received for such jury duty and the amount that they would normally be paid for that day; eight (8) hours or ten (10) hours, whatever is applicable, at the regular straight time rate pay.

Employees are required to use the phone-in system where available, to minimize time away from work.

Section 2 - Return to Work Requirement If any employee is excused from jury duty service on a scheduled work day, the employee shall immediately upon release report for work to complete the remaining hours of their scheduled work shift, unless there are less than two (2) hours of time left in their scheduled hours or if the hours spent on jury duty are equal to or more than the hours scheduled to work that day.

Section 3 - Certification and Falsification the employee shall be required to complete a jury duty form supplied by an Officer of the Court, indicating the amount of jury duty pay received, if any, and the time released from jury service. Falsification of jury duty claims shall be cause for disciplinary action including termination. A copy of this form will be given to the Company.

ARTICLE 20 - TRAP ROUTES

Section 1 - Bids on Trap Routes if a trap route is vacated or a new trap route is created, the seniority provisions in **Article 9** control in filling that position. Because of the training, skills, and ability associated with trap routes, however, such routes are not open for bidding in any other situation.

Section 2 - Beeper Pay if the employee is required to wear a beeper, the employee will be compensated for eight (8) hours of pay at the overtime rate, in addition to his regular pay. The Clock starts when the employee answers the page.

Section 3 - Service The acting Manager will first receive all service calls from the answering service and decide if the job can wait or if an employee will do the service, unless the employee and the Manager agree, in writing, that the employee will handle all calls while carrying the beeper.

ARTICLE 21 - SAFETY

Employees shall be required to comply with all safety rules of the Employer and report any safety hazard or hazards that come to their attention. Failure to comply with the safety rules of the Employer or with the provisions of this **Article** may result in disciplinary action up to and including discharge.

ARTICLE 22 - ALCOHOL & ILLEGAL DRUG INTOXICATION TESTING

The Employer and employees agree to follow the D.O.T. Alcohol and/or Illegal Drug Intoxication Testing Standards.

ARTICLE 23 - LODGING AND PER DIEM

Section 1 - Lodging Comfortable and sanitary lodging shall be furnished by the Employer in all cases where an employee is required to stay overnight away from his home terminal. Comfortable, sanitary lodging shall mean a room maintained at present day standards with cleaning service, clean sheets, pillowcases, blankets, towels, hot and cold running water, good ventilation, clean bathroom, and shall also be equipped with a shower and/or bath.

Section 2 - Paid-For Time All employees covered by this Agreement shall be paid for time worked in the service of the Employer.

Section 3 - Per Diem Drivers who are on a layover shall receive a total of fifty dollars (\$50.00) per day.

ARTICLE 24 - ATTENDANCE BONUS

Effective June 1, 2017, each employee shall receive Twenty-five dollars (\$25.00) per week when the employee is not absent, tardy or leaves less than ten (10) minutes prior to the remainder of their shift.

ARTICLE 25 - NO SUBCONTRACTING

All bargaining unit work now being performed by bargaining unit employees cannot be subcontracted, where the effect would be to cause the layoff of any bargaining unit employee, without collective bargaining thereon.

ARTICLE 26 - CASH ON DELIVERY

Employees handling money shall not be held accountable for any losses unless the Company has provided appropriate equipment to secure all monies and it is proven that the employee did not use said equipment.

ARTICLE 27 - SUCCESSORS AND ASSIGNS

Section 1 - New Owner This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event of a bona fide sale or transfer of any place covered by this Agreement during the period hereof the new owner or such transferee shall be notified of the obligation of the Agreement by the owner, signatory to this contract and such new owner shall be required to adhere to this contract as a condition of the sale and to honor the seniority of the employees in accordance with the existing contract.

Section 2 - Accrued Vacation It is further agreed by the parties hereto that upon sale or transfer of ownership of any business, or upon dissolution of business, vacation pay for all months worked for which no vacation pay has been given, shall be immediately paid to all employees coming under this Agreement, regardless of length of time said employee has been with the Employer.

Section 3 - Union Disclosure The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

Section 4 - Routes & Runs The term rights shall include routes and runs.

ARTICLE 28 - LEGAL BENEFIT

The Company agrees to make the required contributions of ten dollars and twenty-five cents (\$10.25) per member per month to provide the Legal Benefits as stated in the Teamsters Legal Service Trust Agreement and as provided in said Agreement.

ARTICLE 29 - D.R.I.V.E. (Democratic-Republican-Independent-Voter-Education)

The Employer agrees to deduct from the paychecks of all employees covered by this Agreement voluntary contributions to **D.R.I.V.E.**, assuming programming technology is available. **D.R.I.V.E.** shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "for weeks worked" excludes any week other than a week an employee earned a wage. The Employer shall transmit to **D.R.I.V.E.** National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees' social security number and the amount deducted from the employees' paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers' actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

It is agreed by the parties that employees' voluntarily contributing to **D.R.I.V.E.** shall maintain such deduction for a minimum period of twenty-six (26) pay periods. Thereafter employees may notify the Company and the Union, in writing, of the date of cancellation of said deduction after said twenty-six (26) pay periods.

ARTICLE 30 - TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of June 1, 2020, and shall continue in effect until May 31, 2025 and from year to year thereafter. This Agreement may be opened for negotiations by either party giving written notice to the other not less than sixty (60) days prior to May 31, 2025 or any other year thereafter.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first shown above.

FOR THE EMPLOYER:
DARLING INTERNATIONAL, INC.

FOR THE UNION:
TEAMSTERS LOCAL NO. 542

Tom Nunley, General Manager Date

Alvin Mitchell, Business Agent Date

MOU / ARTICLE 31 – RATES OF PAY

Addendum to Agreement Between Darling International, Inc. and Teamsters Local No. 542
June 1, 2020 through May 31, 2024

ARTICLE 31 – RATES OF PAY (CONT.)

	Lead Driver
June 1, 2020	\$ 26.96
June 1, 2021	\$ 27.81
June 1, 2022	\$ 28.66
June 1, 2023	\$ 29.51
June 1, 2024	\$ 30.36

	Dock Worker
June 1, 2020	\$ 22.57
June 1, 2021	\$ 23.42
June 1, 2022	\$ 24.27
June 1, 2023	\$ 25.12
June 1, 2024	\$ 25.97

FOR THE EMPLOYER:
DARLING INTERNATIONAL, INC.

Preston Ward 4/27/2021
Preston Ward, General Manager Date

FOR THE UNION:
TEAMSTERS LOCAL NO. 542

Alvin Mitchell 4/28/21
Alvin Mitchell, Business Agent Date AM

NOTICE TO ALL MEMBERS

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD ON REQUEST. PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IT IS THE MEMBER'S RESPONSIBILITY TO SUBMIT, IN WRITING, THAT HE/SHE IS LEAVING THEIR EMPLOYEMENT; IT IS **NOT** THE RESPONSIBILITY OF THE LOCAL UNION OR YOUR EMPLOYER.

IF YOU ARE ON A DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON, YOUR DUES ARE NOT DEDUCTED, IT IS ALSO YOUR OBLIGATION AND RESPONSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM YOUR LOCAL UNION OFFICE.

EFFECTIVE IMMEDIATELY, PER ARTICLE XVII, SECTION 5-6 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CONSTITUTION, YOU MUST TAKE A WITHDRAWAL CARD BEFORE NINETY (90) DAYS OR GO SUSPENDED ON THE NINETY FIRST (91st) DAY.

