

A G R E E M E N T

THIS AGREEMENT made and entered into this 23rd day of October, 1967, by and between SMITH & KANZLER COMPANY, Linden, New Jersey, a Wholly owned subsidiary of the Dana Corporation (hereinafter referred to as the "Company"), and the UNITED PACKING HOUSE, FOOD AND ALLIED WORKERS, AFL-CIO, on its own behalf and on behalf of its local union 1257 (hereinafter referred to as the "union").

WITNESSETH, that in consideration of the mutual performance in good faith by both parties to this Agreement, individually and collectively, the said parties do hereby agree to and with each other as follows:

ARTICLE I Recognition, Union Security and Checkoff

Section 1-1. Recognition. The Company agrees to recognize the Union as the Sole Bargaining Agent for all production and maintenance employees, excluding all office and clerical employees, and technical employees, and guards, supervisors and professional employees, as defined in the National Labor Relations Act, as amended.

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Section 1-2. Applicability. Both parties acknowledge their respective obligations under Title VII of the Civil Rights Act and agree that neither will discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 1-3. Union Security. Thirty (30) days after their date of hire or thirty (30) days after the execution of this Agreement, whichever is later, all employees must, as a condition of continuing employment, become members of the Union and maintain their membership in good standing. "Membership in good standing" shall mean the payment or tender of the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 1-4. Checkoff. The Company agrees to deduct from the wages of each employee, from whom the Company has received sufficiently in advance a lawful written authorization card, monthly dues for the month in which the deduction is made; and (if owing by the employee) an initiation fee in accordance with the Constitution and By-Laws of the Union. The Company will remit said deductions to the Secretary-Treasurer of the Union.

The Union shall indemnify and save the Company harmless against any and all claims, demands, or other form of liability that shall arise out of or by reason of action taken or not taken by the Company for purposes of complying with any of the provisions of this Article.

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ARTICLE II
Management Rights

Section 2-1. The Union hereby recognizes that the management of the plant and all facilities connected therewith and the direction of the working forces, including, but not limited to, the right to direct, plan and control plant operations, to establish and change working schedules, to hire and transfer employees, to discharge, suspend or otherwise discipline employees for just cause, to establish, administer, and enforce plant rules, to relieve employees because of lack of work or for other legitimate reasons, to introduce new or improved methods or facilities, to eliminate, combine, or revise job classifications, and to manage its properties, is vested exclusively in the Company.

ARTICLE III
Hours of Work and Overtime

Section 3-1. Normal Work Day and Work Week. The normal work week shall consist of forty (40) hours and five (5) work days of eight (8) hours per day; provided, however, that this does not constitute a guarantee of hours of work per day or per week.

The work week for the purpose of computing overtime shall consist of the seven (7) days beginning at 7:01 A.M. on Monday and ending at 7:00 A.M. the following Monday. The work day

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shall be the 24-hour period commencing at the employees' regular scheduled starting time.

Employees assigned to the paper machine operation will normally work on the following shift basis: first shift - 7:00 A.M. to 3:00 P.M., second shift - 3:00 P.M. to 11:00 P.M., third shift - 11:00 P.M. to 7:00 A.M., all others will start their first shift at 7:00 A.M. to 3:30 P.M., and the second shift from 3:30 P.M. to midnight.

The Company agrees to pay its employees weekly, on the Friday following the end of the previous work week effective October 23, 1967.

Section 3-2. Employees On An Available Guarantee Work Hour Basis. (a) Effective October 2, 1967, employees on an available guarantee of 48 work hours per week shall be reduced to an available guarantee of 44 work hours per week. (b) Effective October 7, 1968, employees on an available guarantee of 44 work hours per week shall be reduced to an available guarantee of 42 work hours per week. (c) Effective October 6, 1969, employees on an available guarantee of 42 work hours per week shall be reduced to a normal work week with no guarantee of work per day or per week.

Section 3-3. Overtime Premium. Pay for overtime premium shall be based on the employees' regular straight time hourly

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base rates; in the case of incentive workers the pay for overtime premium shall be based on the employees' average hourly earned rate for the work week in which the overtime occurred. Overtime premium pay will be paid as follows:

(a) for all time actually worked in excess of eight (8) hours in any one work day: Time and one-half;

(b) for all time actually worked in excess of forty (40) straight time hours during the work week: Time and one-half;

(c) for all time actually worked on Saturdays: Time and one-half; except that work performed by an employee on a shift starting on Friday night shall be deemed to have been worked on Friday and no overtime premium for work performed on Saturday shall be paid, except for those hours worked by the employee in excess of eight (8) hours on the shift.

(d) for all time actually worked on Sundays: Double time; except that work performed by an employee on a shift starting on Saturday night shall be deemed to have been worked on Saturday and no overtime premium for work performed on Sunday shall be paid except for those hours worked by the employee in excess of eight (8) hours on the shift.

(e) for all work performed on any of the enumerated holidays: double time; provided that work on a shift commencing on the day preceding the holiday shall not be considered as work on the holiday; except for those hours worked by the employee in excess of eight (8) hours on the shift.

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(f) employees on continuous operation schedules, instead of receiving overtime premium for work on Saturdays and Sundays, shall receive time and one-half for work performed on the sixth consecutive day of work in the work week and double time on the seventh consecutive day of work in the work week. A continuous operation may exist on the paper machine operation when 20 or 21 shifts are regularly scheduled for the week, exclusive of weeks with holidays.

Holidays for which such employees qualify for holiday pay shall be counted for the purpose of determining the sixth (6th) and seventh (7th) consecutive days of work unless the holiday is the employee's scheduled day off. When such employees work on the holiday as one of their regularly scheduled work days, they will be paid straight time for the time worked in addition to the holiday pay for which they may qualify. If such an employee works on a holiday which is not a regularly scheduled work day for him, he shall be paid double time for all hours actually worked in addition to holiday pay for which he may qualify.

Section 3-4. No Pyramiding or Duplication. Overtime premium will not be paid under more than one reason for the same hours worked. An employee will receive either daily or weekly overtime premium, whichever is the greater, but will not receive both.

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Section 3-5. Lunch Periods. One half (1/2) hour lunch period shall be allowed to all employees covered by the terms of this Agreement except those employees assigned to attend the paper machine or other machines where it is not feasible or practical to shut the machine down. In such cases the employees working on these machines, with the approval of their immediate supervisors, shall make such arrangements for lunch as shall be most convenient or suitable for themselves without affecting the operation of the machine.

The Company shall pay one dollar (\$1.00) lunch money to employees who work ten (10) consecutive hours in a day.

ARTICLE IV Seniority

Section 4-1. Definition. Seniority shall consist of an employee's length of continuous service with the Company in years, months and days dating from his last date of hire; provided, however, that seniority shall be computed and recorded on a plant-wide basis and shall be applicable only in the express circumstances enumerated below and for no other purposes.

Section 4-2. Probationary Employees. Each employee shall be considered as a probationary employee for the first thirty(30)

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days of continuous employment; thereafter his service shall begin to accrue from date of hire. There shall be no seniority among probationary employees and they may be laid off, discharged or otherwise terminated without cause at the sole discretion of the Company.

Section 4-3. Establishment and Transfer of Seniority in Classification. When a transferred employee completes sixty (60) days of continuous service in a job classification his seniority as defined in Section 4-1 shall be his job classification seniority. An employee on a job in lieu of layoff continues to accumulate seniority in his regular classification only and must return to his regular classification when it becomes available.

Section 4-4. Seniority Lists. A list showing the plant-wide seniority standing of employees currently in the employ of the Company and covered by the terms of this Agreement will be immediately given to the Union and a copy will be posted on the master bulletin board. Thereafter, once every six (6) months, a current seniority list will be published, furnished to the Union and a copy will be posted. Grievances concerning an employee's seniority as shown on these lists must be filed within the time limit prescribed in the grievance procedure and may only relate to the seniority accumulated since the last posting.

Section 4-5. Job Vacancies. In the event of a job vacancy within the bargaining unit, the employee with the most seniority will have preference for the vacancy provided he can perform the job, or can learn to perform the job, in a reasonable period of time.

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Section 4-6. Layoffs and Recalls. In the event of a temporary reduction of the work force not in excess of seven (7) accumulated working days during any six (6) month period, the Company may lay off the employees directly affected by the reduction on the basis of seniority in the classification (s) within the Department affected. Laid off employees may be given an opportunity by the Company to perform an open job or accept the layoff. There shall be no bumping of employees in the event of a temporary reduction of the work force.

In the event of a reduction of the work force other than temporary, all probationary employees shall be laid off first; thereafter, employees in the classifications and departments directly affected shall be laid off in the reverse order of plant-wide seniority. An employee so displaced, in other than a temporary reduction of the work force, may be given an opportunity by the Company to perform either an open job or a job for which he is qualified, provided he can perform the job or can learn to perform the job in a reasonable period of time.

Whenever practical, the Company will give notice of at least two (2) working days to employees of an impending layoff other than a temporary layoff as defined in this Section. In case of a temporary layoff the Company will make every effort to give employees affected advance notice.

Laid off employees with seniority or employees on jobs in lieu of layoff shall be recalled to their regular jobs or on an open job on the basis of the factors set forth in Section 4-4 above.

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Section 4-7. Shop Stewards. The Union shall have the right to appoint a Steward for each department. A Steward shall have the same seniority privileges as any other member in the unit under this Article.

Section 4-8. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits or is discharged for proper cause; or
- (b) is absent for three (3) working days without notifying the Company, except in cases where it is physically impossible for the employee to do so; or
- (c) is laid off and fails to report for work within five (5) working days after having been recalled in writing by certified mail unless he is prevented from doing so by physical incapacity, provided that the employee notified the Company in writing within the five (5) working days during such incapacity; or
- (d) is absent from work for a period of time equal to his seniority or one (1) year, whichever is shorter.

Section 4-9. Any employee who leaves the bargaining unit to accept another position with the Employer shall lose all seniority rights if away from such unit for a period of three (3) months or more.

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ARTICLE V
Holidays

Section 5-1. Holidays Observed. For purposes of this Agreement, the following days shall be considered holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 5-2. Holidays Falling On Sunday. Holidays will be observed on the day of their occurrence, except when a holiday falls on Sunday and is observed on the following Monday by the State or Federal Government it shall be observed on such Monday.

Section 5-3. Pay. Eligible incentive employees shall receive eight (8) hours pay based on the average of their straight-time hourly earnings rate, excluding night shift bonus and overtime premium, for the period of thirty (30) days prior to the Monday of the holiday week. Eligible non-incentive employees shall receive eight (8) hours pay calculated on their personal day rate in effect on the Monday of the holiday week.

Section 5-4. Eligibility. An employee will be eligible for holiday pay if he is on the active payroll with six (6) or more months of Company service on the Monday of the holiday week.

Section 5-5. Vacations. When a holiday falls during an employee's vacation period, he will receive pay for such holiday in addition to his vacation pay, if any.

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ARTICLE VI
Grievance Procedure

Section 6-1. Definition and Prompt Filing. The term "grievance" shall mean a difference of opinion over the meaning, effect or application of this Agreement between an employee or employees and the Company. Grievances must be presented to the Company promptly and in any event within five (5) working days after the occurrence of the event giving rise to the grievance or they shall be considered as waived. Grievances involving a claim of unjust discharge or discipline or violation of the Seniority Article must be presented to the Company within two (2) working days by proceeding directly to Step Two.

Section 6-2. Procedure. If any employee or employees shall have any grievance with the Company, efforts shall be made to adjust such grievance as promptly as is possible in the following manner:

STEP ONE: Conferences between the employee concerned, the Department Steward and the employee's immediate Supervisor.

STEP TWO: If the Union is dissatisfied with the disposition of the matter in Step One, the Department Steward shall request the appeal by prompt notification to the Plant Manager within two (2) working days from the conference in Step One. A Step Two meeting will then be held at a mutually agreed time between the Department Steward and the Plant Manager at which they will attempt to adjust the matter.

STEP THREE: If the Union is dissatisfied with the disposition of the matter in Step Two, the Union representative shall request an

appeal by written notification to the General Manager within two (2) working days from the Step Two meeting. This notification should set forth the reasons why the Step Two answer was unsatisfactory. Step Three grievance meetings shall be held between the Union representative and the General Manager. The Company shall answer the grievance within five (5) working days after the Step Three meeting.

STEP FOUR: If the Union is not satisfied with the answer of the Company in Step Three, and if the grievance involves a stated violation of some explicit term of this Agreement, the Union shall notify the Company in writing of its desire to refer the matter to arbitration. Appeals to arbitration must be made within ten (10) calendar days after receipt by the Union of the Company's final answer in Step Three.

Section 6-3. Time Limits. If a grievance is not appealed to the next step as provided above, it shall be considered settled on the basis of the Company's last answer. The times provided above may be extended only by written agreement of the parties.

Section 6-4. Arbitration Procedure. Upon receipt of notice from the Union of the Union's desire to arbitrate a grievance, the Company and the Union shall confer as soon as practicable in an effort to select by mutual consent an impartial Arbitrator. If the parties do not within fifteen (15) working days of receipt of such notice agree upon the selection of an Arbitrator, then either party may request the Federal Mediation

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and Conciliation Service to furnish a list of five (5) Arbitrators. The party requesting the arbitration shall strike the names of two (2) persons from the list of five (5), and the other party shall then strike two (2) names and the remaining name shall be the person to be named as the Arbitrator. The Arbitrator shall set a hearing as promptly as possible after the matter has been submitted to him. The award of the Arbitrator shall be final and binding upon both parties and upon the employee or employees involved but in no event shall it be retroactive in effect prior to the date that a grievance claiming a violation of a continuing nature (such as improper layoff under the Seniority provisions) was first filed. Expenses incident to the arbitration, including the fee of the Arbitrator and cost of the transcript, shall be shared equally by the Company and the Union.

Section 6-5. Powers of the Arbitrator. The Arbitrator shall have the power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement and shall rule only on the precise issues which have been submitted to him for arbitration. The Arbitrator shall have power only to interpret this Agreement and shall not have the power to alter or amend it, or to give effect to implied terms or conditions not explicitly reduced to writing and incorporated as a part of this Agreement. Any and all terms and conditions of employment, not expressly covered by this Agreement, shall be deemed to be subject to and vested exclusively within the control of the Company.

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Section 6-6. Lost Time Payments for Department Stewards.

Any and all time reasonably lost by the Department Steward at the request of the Company or Union (with permission granted from the Company) because of any grievance shall be paid for by the Company at his regular base rate of pay. There shall be no payment beyond the employee's authorized quitting time.

ARTICLE VII
No Strike or Lockout

Section 7-1. No Strikes. During the term of this Agreement the grievance machinery of this Agreement and the remedies and procedures provided by statute shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the Company, whether relating to the application of this Agreement, economic matters, or otherwise, and accordingly neither the Union nor the employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of production. The Company shall have the right to discharge or otherwise discipline any employee, as it sees fit, who violates the provisions of this section.

Section 7-2. No Lockouts. During the term of this Agreement, the Company agrees that it will not institute a lockout.

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ARTICLE VIII
Wages

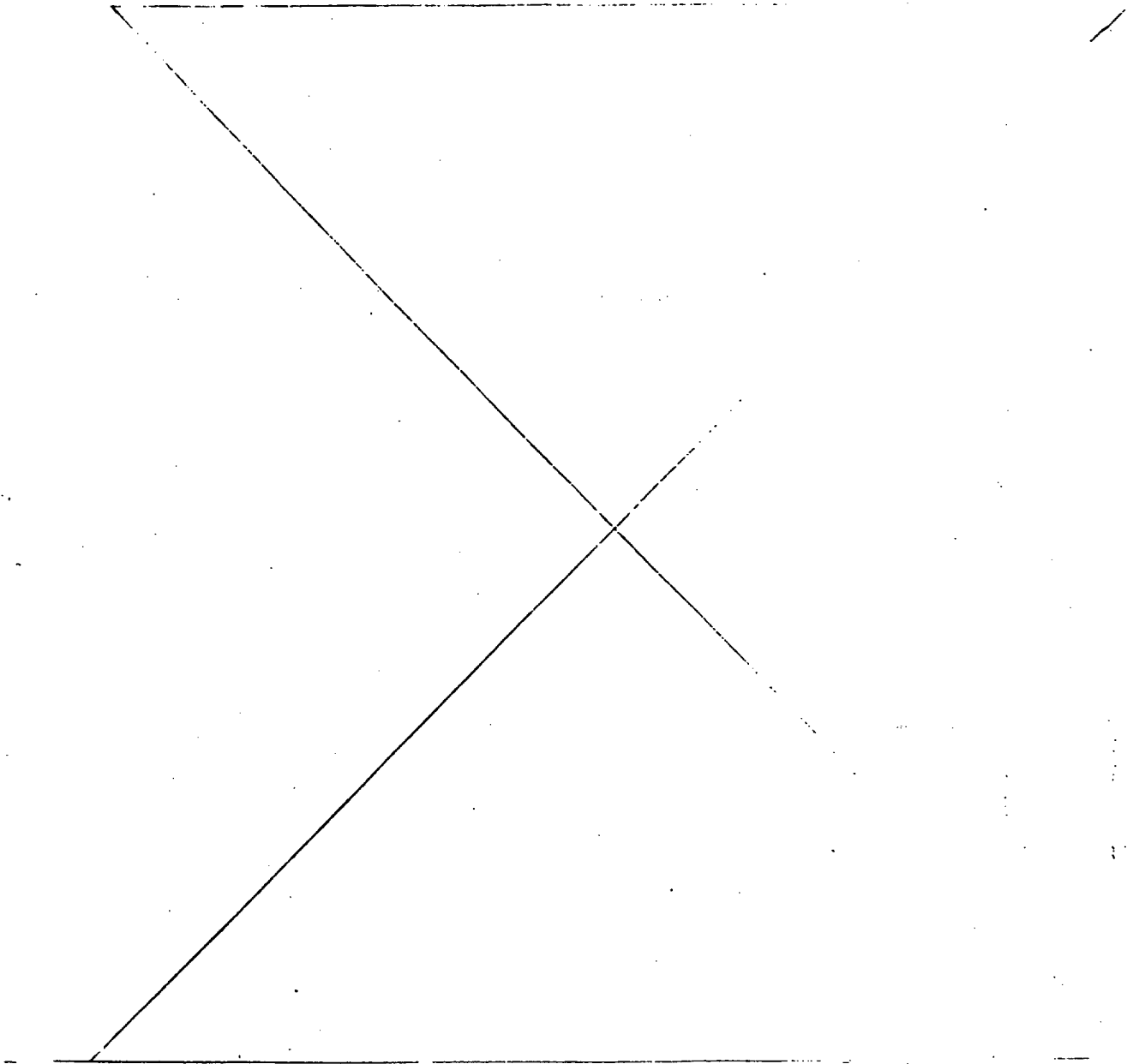
Section 8-1. Wage Increase. (a) Effective October 2, 1967: all employees on an available guarantee of 44 work hours per week shall receive a general wage increase (average 27 cents per hour): All other employees shall receive a general wage increase of 15 cents per hour. (b) Effective October 7, 1968: all employees on an available guarantee of 42 work hours per week shall receive a general wage increase (average 18 cents per hour): all other employees shall receive a general wage increase of 15 cents per hour. (c) Effective October 6, 1969: all employees reduced from an available guarantee of 42 work hours per week to a normal work week shall receive a general wage increase (average 16 cents per hour): all other employees shall receive a general wage increase of 15 cents per hour.

Section 8-2. Shift Premium. (a) Employees on the second shift shall be paid 8 cents per hour night shift premium for each hour worked. Employees on the third shift shall be paid 10 cents per hour night shift premium for each hour worked. (b) Effective October 6, 1969, the 8 cents per hour shift premium shall be increased to 10 cents per hour and the 10 cents per hour shift premium to 12 cents per hour.

Section 8-3. Funeral Pay. Effective October 7, 1968, the Company will pay an active employee at his personal day rate for time lost from work (Monday through Friday) up to but not to exceed three (3) days (for eight (8) hours per day) as a result of the death of the employee's father, mother, wife, husband, child, brother, sister, mother-in-law- and father-in-law; it being understood that payment for such time off may include but not extend beyond the third day.

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after burial. Employees claiming such payment shall be required to furnish evidence satisfactory to the Company concerning the death, family relationship and attendance at the funeral.



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ARTICLE IX
Vacations

Section 9-1. Eligibility and Amount. (a) Full time employees possessing seniority with the Company on June 1 of each calendar year will receive during such calendar year vacation with pay on the following basis:

<u>Seniority as of June 1</u>	<u>Vacation</u>
1 year but less than 4 years	1 week
4 years " " " 11 "	2 weeks
11 years	2 weeks plus 1 day
12 "	2 " " 2 days
13 "	2 " " 3 "
14 "	2 " " 4 "
15 "	3 weeks

There will be no pay allowance in lieu of vacation except for days of vacation other than even weeks, at the option of the employee (with notice to the Company prior to taking the vacation).

(b) Employees on a normal work week: Each employee shall be paid 40 hours for each week, and 8 hours for each day of vacation to which he is entitled under this Article.

(c) Employees on a 44 hour available guarantee basis: Each employee shall be paid 44 hours for each week and 8 hours for each day of vacation to which he is entitled under this Article.

(d) Employees on a 42 hour available guarantee basis: Each employee shall be paid 42 hours for each week and 8 hours for each day of vacation to which he is entitled under this Article.

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Section 9-2. Vacation Pay. (a) For incentive employees the rate of pay shall be based on the average of their straight-time hourly earnings rate, excluding night shift bonus and overtime premium, for the period of thirty (30) days prior to the Monday of the vacation week.

(b) For non-incentive employees the rate of pay shall be based on their personal day rate in effect on the Monday of the vacation week.

(c) Any employee desiring a separate check for vacation pay purposes must make his request known to the Company at least two (2) weeks prior to his vacation period.

(d) Vacation payments will be made on the last work day before the regular vacation period.

Section 9-3. Scheduling of Vacations. Consistent with efficient plant operations, preference will be given to senior employees in the scheduling of vacation.

ARTICLE X
Military Service

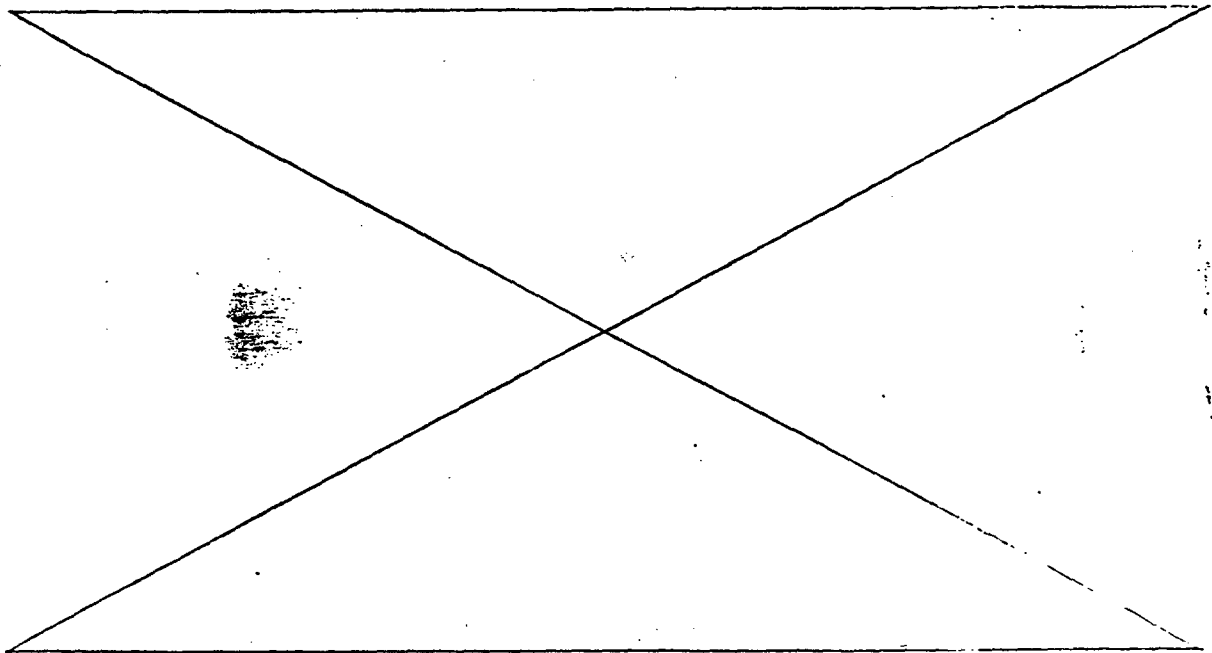
The Company will comply with applicable laws regarding military service.

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ARTICLE XI
Insurance and Medical Programs

Section 11-1. Insurance. During the term of this Agreement the Company will continue in effect its present program of group life insurance coverage for all employees with the Company paying the entire premium cost.

Section 11-2. Hospitalization. The Company will continue in effect its present program of hospital and surgical coverage for all employees. Effective November 1, 1968, for all cases originating on or after that date, hospital and surgical coverage will be replaced with the New Jersey Blue Cross, Blue Shield and Rider "J" programs with the Company paying the entire premium cost.



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ARTICLE XII
General

Section 12-1. Safety. The Company will investigate and give consideration to improving conditions for the safety and health of its employees during the hours of their employment. Protective devices and other articles necessary to properly safeguard the health of employees and protect them from injury shall be provided by the Company.

Section 12-2. Visitation. Accredited representatives of the Union shall have access to the plant premises of the Company during working hours by appointment, and at mutually agreeable times.

ARTICLE XIII
Entire Agreement

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term. Past practices shall not constitute part of this Agreement except to lend credence to the interpretation of an express provision of the Agreement which is patently ambiguous and is the subject of a dispute before an Arbitrator. All subsequent agreements, in order to be binding upon either the Company or the Union, must be reduced to writing and properly executed by both parties.

This Agreement shall be binding upon the parties, hereto, their successors, administrators and assigns.

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ARTICLE XIV
Legislative Clause

To the best knowledge and belief of the parties hereto this Agreement now contains no provision which is contrary to Federal or State law or regulation. Should, however, any provision of this Agreement, at any time during its life, be in conflict with Federal or State law or regulation, then such provision will continue in effect only to the extent permitted. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

ARTICLE XV
Term of Agreement

Section 15-1. Term of Agreement. This Agreement shall remain in full force and effect until October 1, 1970 and shall thereafter be continued for yearly periods unless notice of termination is given in writing by registered or certified mail by either party sixty (60) days before October 1, 1970, or any subsequent annual expiration date.

Section 15-2. Notices. Notices hereunder shall be given by registered or certified mail, and if by the Company shall be addressed to the Union at 129 Clinton Avenue, Newark, New Jersey, and if by the Union shall be addressed to the Company at 1414 East Linden Avenue, Linden, New Jersey. Either party may by a like written notice change the address to

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which notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

UNITED PACKINGHOUSE, FOOD
AND ALLIED WORKERS,
LOCAL 1257

SMITH & KANZLER COMPANY

By Donald H. Smith

By

Joseph Altman
Vernon Rabb
John Lesky
Joshua McDuffie

J. A. Johnson Gen. Mgr.
H. B. Wittmann Prod. Mgr.

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