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Title: **Dana Corporation and International Union, United Automobile Aerospace and Agricultural Implement Workers of America (UAW) Locals 155 et al. (1998)**

K#: **4015**

Employer Name: **Dana Corporation**

Location: **IN MI OH PA**

Union: **International Union, United Automobile Aerospace and Agricultural Implement Workers of America (UAW)**

Local: **155, 279, 644, 1363, 1765**

SIC: **3714**

NAICS: **336350**

Sector: **P**

Number of Workers: **1500**

Effective Date: **11/23/98**

Expiration Date: **06/09/03**

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1500 ees

1K # 4015

**2001 - 2003  
Dana Corporation - UAW  
Master Agreement Extension**

Local 155,  
279,644,  
1363,1765

**Effective: December 3, 2001**

**Terminates: June 9, 2003**

Contract <sup>will be</sup> extended 30-420 days  
past 6/9/03 depending on needs  
of both parties

6/12/03

K #4015

cas = 1,500



For Xeroxing purposes

**DANA CORPORATION and UAW**

**MASTER  
INSURANCE  
PENSION  
SUB  
RETIREMENT AND SAVINGS  
PLAN  
RETIREE HEALTH BENEFIT  
PLAN & TRUST**

between

**DANA CORPORATION**

and

**UAW**

Duration:

**EFFECTIVE NOV. 23, 1998    TERMINATES DEC. 3, 2001**

extended to 6/9/03

K#4015

ees = 1,500

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ALPHABETICAL INDEX

The Dana Corporation and the UAW recognize their responsibilities concerning Presidential Executive Orders and Federal and State legislation regarding Equal Employment Opportunity requirements.

In recognition of the practical and moral values of these responsibilities, the parties hereby re-affirm these commitments not to discriminate because of race, color, religion, age, sex, handicap, national origin, or ancestry.

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## MASTER AGREEMENT

1. This Agreement, made and concluded at Cleveland, Ohio, the 18<sup>th</sup> day of November, 1998, by and between the Dana Corporation, in behalf of its manufacturing plants at Lima, Ohio; Pottstown, Pennsylvania; Warren, Michigan; and Richmond, Indiana; hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and

Local 155,	Formsprag-Warren Production and Maintenance Unit,
Local 279,	Richmond Machining Production and Maintenance Unit,
Local 644,	Pottstown Production and Maintenance Unit,
Local 644, Local 1363,	Pottstown Office and Technical Unit, Richmond Sleeve Castings Production and Maintenance Unit,
Local 1765,	Lima Production and Maintenance Unit,

hereinafter referred to as the Employees or the Union.

The parties to this Agreement, in consideration of their mutual promise and agreement herein set forth, in consideration of their desire to stabilize employment, eliminate strikes, boycotts, lockouts, and a discontinuance of work; and of their desire of securing closer cooperation between the Company, the Union, and the Employees represented by it, promise and agree that:

## RECOGNITION

2. The Union is recognized as the sole and exclusive representative for the purpose of collective bargaining for all production, maintenance, and office employees in the

above-listed plants and subsidiaries of the Company and this Agreement shall apply only to those employees who are within these bargaining units.

The following employees are excluded from the above units of bargaining:

Supervisors with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, and administrative employees.

Plant protection employees.

Office and Clerical employees except Pottstown.

Professional and Technical employees except Pottstown.

In the event the International Union shall be certified or recognized as the bargaining agent for the above or for any additional units in the Company after the signing of this Agreement, such units shall be covered by the terms of this Master Agreement and the parties will negotiate a supplemental local Agreement provided, however, that in instances where a local bargaining agreement exists, such agreement shall continue to be effective until its expiration date or until the parties of this Agreement mutually agree to include such units.

#### SUPPLEMENTARY CONDITIONS

3. Should there be any misunderstanding or dispute between the Company and the Union as to the meaning and application of the provisions of this Agreement or any writing supplementary thereto as to hours of work, rates of pay, or conditions of employment, or should any trouble or controversy of any kind arise with respect to the employees within the Unit as between the Company and the Union, there shall not, on account of such misunderstanding, difference, dispute, trouble, or controversy be any lockout, unauthorized strike, sit-down, suspension or slow-up of

work, either prior to or during the efforts to settle such misunderstanding, difference, dispute, controversy, or trouble, or after the settlement thereof, but all such misunderstanding, differences, disputes, controversies, and troubles shall be settled with the utmost dispatch and only in the manner set forth under the Grievance Procedure.

The Union will not cause nor take part in, any strike of any of the Company's operations, or picketing of any of the Company's plants or premises, except with respect to disputes that are referred to in the procedures covered in this Master Agreement or Local Union Agreements, and then only after such procedures have been exhausted.

No strike shall take place until such action has been fully authorized as provided in the constitution of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

The Company shall have the right to discipline (including discharge) any employee who instigates, participates in, or gives leadership to an unauthorized strike in violation of this Agreement.

The Arbitrator shall have power to review the reasonableness of penalties imposed under this Section.

#### MANAGEMENT PREROGATIVES

4. The union hereby recognizes that the Company has sole jurisdiction over all matters concerning the management of its plants not specifically modified, delegated, or abridged in this Agreement or in supplementary or local agreements.

#### LOCAL AGREEMENT APPROVAL

5. The parties to this Agreement recognize that it will be necessary to supplement this Master Agreement with local agreements. No provision of any local agreement, except where stipulated at the signing of the Master Agreement,

shall supersede any provision of this Agreement and any local agreement must have written approval of a representative of the UAW Dana Department.

### NEGOTIATION

6. The Company, through such of its representatives as it may designate from time to time, will negotiate with the Union through its duly authorized representatives with respect to rates of pay, wages, hours of employment, or other conditions of employment of the employees within the Unit and for the purpose of settling any differences or disputes which may arise between the parties concerning the interpretation or application of the Agreement.

For the purpose of collective bargaining, each local union will be represented by a Bargaining Committee according to local agreement.

### LOCAL BARGAINING COMMITTEES

7. The Local Union, or Unit of a Local Union, as the case may be, shall be represented by a Bargaining Committee consisting of a number of persons determined by local agreement and selected by the local union or unit. Bargaining Committeemen not on full time shall be paid for such time as may be necessary to investigate, process and meet on grievances, complaints and problems. The local management will negotiate with the local Bargaining Committee for the purpose of adjusting grievances and all other matters pertaining to the local and/or Master Agreement. The term Local Union representatives used throughout this Agreement is synonymous with representatives of a Unit of an Amalgamated Local Union.

### UNION ROOM

8. The Company agrees to provide an adequate room, on the premises, at each location, which a Bargaining Committee may use for Union business.

In the small units which for lack of facilities cannot provide an assigned room, the Human Resource Department will, upon advance notice from the Union, make arrangements for the availability of an adequate private room for this purpose.

The intent of this is that Local Management will, to the best of their ability, make every practical effort to assure such accommodations.

In the event the Local Management does not provide such accommodations, this matter will be brought to the attention of the designated representative of the Division General Managers and the UAW-Dana Department.

### STEWARDS

9. The Union shall be entitled to a sufficient number of stewards so that each employee has the opportunity of being represented as provided in the Grievance Procedure of this Agreement. The number of stewards and the area and shift of the employees they represent will be included in each local bargaining unit agreement.

The Union assumes the responsibility for assigning the duties of the Bargaining Committee and stewards, but Bargaining Committee members or stewards will not be discriminated against because they perform duties assigned to them as provided in this Agreement.

The steward will notify the supervisor at the time of going on Union business if the supervisor is available.

### SENIORITY OF STEWARDS

10. All departments and divisional stewards will head only the seniority list in their respective department or area on their respective shift. When a shift is eliminated the

steward loses his steward seniority unless otherwise provided in Local Agreements.

#### SENIORITY OF UNION REPRESENTATIVES

11. Bargaining Committeemen and Time Study Stewards shall head the seniority list in each plant or office. The position of other Union representatives on the seniority list shall be as agreed to in the Local Supplement.

In the event of a temporary or an emergency shutdown of their jobs, they will be immediately transferred to other jobs of their choice at a comparable rate of pay in the department provided they are qualified to do the work until such time as their departments resume work.

In the event of elimination of their classification and provided they retain status as a Union Representative, they will be immediately transferred to other jobs of their choice at a comparable rate of pay.

In the event of a department or section elimination and provided they retain status as Union Representative, they will be transferred immediately to jobs of their choice in the Union and the only qualification shall be the ability to do the job.

In the event of absence of a Bargaining Committeeman, an alternate shall replace him and notification of the appointment will be given to the Company at least twenty-four (24) hours in advance whenever possible.

In the event a Time Study Steward goes on leave of absence or vacation, a qualified alternate shall replace him and notification of the appointment will be given to the Company.

At the expiration of their official capacity, Union representatives shall return to their proper places on their appropriate seniority lists.

#### SPECIAL SENIORITY PRIVILEGES

12. Special seniority privileges provided for committeemen, officers and stewards apply in all cases, except recall, overtime, upgrading, vacation, and job bidding unless modified by local agreement.

#### LISTING OF UNION OFFICERS

13. Upon the signing of this Agreement and thereafter as changes occur the International Union will notify the Company of the names of the International Representatives it is to negotiate with and each Local Union will furnish the local plant or division with a list of Local Union or Unit officers, their Executive Committee, their Bargaining Committee, and their stewards.

#### UNION REPRESENTATION ENTERING PLANT

14. International and Local Union Representatives other than employees of the Company shall be permitted to enter the plant if advance notice has been given to the Human Resource Department and by registering under the regular plant admission procedure.

Union Representatives who are employees of the Company shall be permitted access to the premises on a shift other than their own if notice is given to the Human Resource Department or if such department is not open, by registering under the regular plant admission procedure.

#### UNION SHOP

15. Each employee covered by this Agreement shall be or become a member of the Union as a condition of employment not later than the 30th consecutive calendar day following the effective date of this Agreement, or not later than the 30th consecutive calendar day following the beginning of his employment, whichever is later. Each

such employee, as a condition of continued employment, shall remain a member of the Union in good standing to the extent provided in the Union's International Constitution and as authorized by the Labor Management Relations Act of 1947, or as that Act has been or is amended. Any employee failing to comply with the foregoing provision will be considered as having voluntarily quit.

#### AGENCY SHOP

16. In any state in which Article 15 (Union Shop) is of no force and effect at such time as the state's court of last resort having jurisdiction of such questions may hold that employees may be required to pay to the Union as a condition of employment an amount equal to the initiation fee and periodic membership dues in consideration of the Union's expenses in acting as their collective bargaining representative, such payments shall be a condition of employment in the same manner as membership is a condition of employment as provided in Article 15.

#### CHECK-OFF

17. Upon receipt of the authorization of check-off of dues, the Company will deduct from wages earned including jury duty pay, bereavement pay, and paid absence allowance, and turn over to the proper Union official, initiation fees, reinstatement fees and/or current monthly dues of such members of the Union or Agency Shop fees of such employees as individually and voluntarily certify in writing that they authorize such deduction for the term of the contract.

The initial deduction from the pay of an employee signing a new authorization shall be from the second pay period following the date of his authorization.

The Company will also deduct or will notify the Trustee of the S.U.B. Fund to deduct Union dues from each such employee's Regular Supplemental Unemployment Benefits.

The deduction of Union dues shall be made from wages earned during the first full pay period that an employee works in a calendar month and in a manner agreed upon with the International Union. The Financial Secretary-Treasurer, or other duly authorized Union official of each local unit will notify the Company in writing on Union stationery, of the amount of dues each month by each employee who has authorized a deduction and this amount will remain in effect until changed by a similar written authority. In case of an error, proper adjustment will be made by the Union with the employee.

Should employees have wages earned in a month in an insufficient amount to cover a deduction from earnings due to layoff, the Company or the S.U.B. Fund Trustee will deduct from Regular S.U.B. an amount as may be specified by the designated Union Financial Officer, showing the employee's name, Social Security number and the amount to be deducted.

All dues deducted will be remitted to the Financial Secretary-Treasurer or other such duly authorized Union official of each local unit not later than the twenty-fifth day of the calendar month in which such deductions are made or as may be otherwise agreed. The Company will furnish the aforesaid Union official of the local union monthly a record of the employees from whose wages deductions have been made together with the amounts of such deductions.

The Company will also furnish the Union a record of those employees who have signed authorization cards but who have been removed from the unit payroll since the last check-off date and for whom no dues have been collected.

In the event the Union wants the Company to collect more than one month's regular dues from an employee it will furnish the Company with written notification listing each employee and the amount to be collected.

Neither the Company nor the Trustee of the Supplemental Unemployment Benefit Plan Fund shall be liable to the International Union or its locals by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned or from Regular Benefits received.

The following wording will be used on the check-off authorization.

#### AUTHORIZATION FOR CHECK-OFF OF DUES

Date \_\_\_\_\_

I hereby assign Local Union No. \_\_\_\_\_, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee or from any Regular Benefits to be paid to me under the Supplemental Unemployment Benefit plan, while engaged in employment within the Bargaining Unit, such sums as the Financial Officer of said Local Unit No. \_\_\_\_\_, may certify as due and owing from me as initiation fees, reinstatement fees and membership dues as may be established from time to time by said local union in accordance with the Constitution of the International Union, UAW. I authorize and direct you or the Trustee of the Supplemental Unemployment Benefit Fund, as the case may be, to deduct such amounts from my pay and from any Regular Supplemental Unemployment Benefits and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you or until the termination of the collective agreement between the Company and the Union

which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

It is agreed that an employee who retires will be provided the opportunity to complete a retirees dues check-off authorization.

#### EXCLUDED EMPLOYEES HIRED FROM OUTSIDE

18. Any employee hired on an excluded job who is without seniority in the Bargaining Unit at time of hiring will not acquire or hold seniority during his tenure in excluded employment.

#### UNION OFFICERS TRANSFERRED TO EXCLUDED JOBS

19. Any member of the Executive Board or Bargaining Committee, Steward of a Bargaining Unit, or any elected member representing the Unit covered by this Agreement may not accept excluded employment (permanent or temporary) after the effective date of this Agreement unless he forfeits his seniority.

In the event any of the above mentioned union officers resigns such office, he will not be permitted to accept any excluded job for at least three (3) months after his resignation unless he forfeits his seniority.

#### TEMPORARY EXCLUDED PERSONNEL

20. The Company may select a temporary supervisor without regard to seniority for a period not to exceed forty-five (45) calendar days within a calendar year and will notify the Union in writing of the effective date of such temporary assignment. An extension of such period may be granted by mutual agreement. Where necessary, the parties may agree to more than one forty-five (45) calendar-day period in a calendar year. Such employee will not be excluded from the Bargaining Unit, and at the termination of temporary duty he will be reinstated to the job he had prior to the temporary assignment. Stewards, Committeemen, Time Study Stewards and members of the Executive Board shall be prohibited from accepting a position of temporary supervisor.

Unless modified by Local Agreement such employee shall not participate in the Bargaining Unit overtime until he has returned to his regular job and worked sixteen (16) hours.

#### EXCLUDED PERSONNEL WORKING (Factory Only)

21. An excluded employee will perform excluded duties only except that he may demonstrate jobs to employees or instruct employees, in the presence of an employee perform experimental work involving a small number of pieces, perform work sufficient to insure himself that a fixture or a set up is performing satisfactorily. The intent of this section is that an employee outside the Bargaining Unit shall not perform Bargaining Unit work in any manner that displaces the services of a Bargaining Unit employee.

If an excluded employee develops a continuing course of conduct contrary to the intent of this Article and justifiable Union complaints continue, the matter will be given special attention by the appropriate local management officials. If the local management officials are unable to resolve the matter, it may be referred to the Division General Manager or his representative for disposition.

#### STARTING RATE - NEW HIRES (Factory Only)

22. The starting rate of each job classification will be 85% of the minimum rate or the single rate of the classification. Upon completion of 26 full weeks of employment an employee will be paid 90% of the minimum or single rate of his classification. Upon completion of 52 full weeks of employment, an employee will be paid 95% of the minimum or single rate of his classification. Upon completion of 78 full weeks of employment, an employee will be paid the minimum or single rate for the classification to which he is assigned.

Any incentive employee hired after the effective date of this agreement will have the above reduction percentages applied to their total weekly earnings exclusive of COLA and shift premiums.

#### Transfer Between Plants

The starting rate for employees hired pursuant to Article 71, Transfer Between Plants, will be sixty cents (60¢) per hour under the minimum rate or the single rate of the classification. After eight (8) full pay periods, the employee will be raised to the minimum rate or single rate of the classification.

Incentive base rates will not be reduced by the above amount but this reduction shall be made after any calculation of his weekly earnings.

## PROBATIONARY EMPLOYEES

23. A new employee will be considered probationary for a period of sixty (60) consecutive days from date of last hire except as provided in the following paragraph.

A new employee hired as a temporary or vacation replacement will be considered as a probationary employee for the first one hundred twenty (120) days of his employment.

Immediately following his probationary period, an employee will become a seniority employee and will be entered on the seniority list of the appropriate Bargaining Unit and will rank for seniority from the date and hour of his last hire. A probationary employee will not have seniority.

## RESPONSIBILITY TO PROBATIONARY EMPLOYEES

24. There will be no responsibility for the rehiring or recalling of a probationary employee who is discharged or laid off during his probationary period. If requested, the Company will discuss the discharge or layoff with the Union.

The Company may discharge or transfer employees at any time during the probationary period. However, any claim by a probationary employee that his layoff or discharge after 30 days of employment is not for just cause, or any claim of discrimination in connection with his transfer or discharge may be taken up as a grievance.

## SENIORITY DATE

25. The seniority records on file with the Company on the effective date of the signing of this Agreement will establish the seniority date of each employee.

Seniority lists and recall lists shall be available at all times and be kept up to date.

## LOSS OF SENIORITY

26. An employee will lose his seniority:

1. If he quits.
2. If he is discharged for just cause and the discharge is not reversed through the Grievance Procedure.
3. If he has been laid off and has less than one (1) year seniority at the time of layoff, he will lose seniority when the layoff period is equal to the seniority he had at time of layoff. However, if he is laid off from a plant to which he transferred under Article 71 and his seniority at time of layoff when added to his seniority he had at a prior plant or plants equals one or more years, he will retain seniority. This exception will apply only in the plant to which an employee was hired pursuant to Article 71.
4. Upon expiration of the sick leave time limits contained in Article 50, Sick Leave, and there is no job to which he can be recalled as of such expiration date.
5. If he is off work for more than seven (7) calendar days and fails to procure an approved leave of absence during such seven (7) calendar days, he will be considered as having voluntarily quit, unless his failure to secure such approval is for good and sufficient reasons.
6. If he fails to report to work or to have his leave of absence renewed by an extension in writing before seven (7) calendar days have elapsed after his leave has expired, unless such failure to secure extension of leave was for good and sufficient reason.
7. If he has been laid off and is recalled to work but fails to report for work within five (5) working days from the

date of signing the certified or registered letter receipt or telegram receipt, unless the Company agrees to extend this period or he will lose his seniority if the registered letter or telegram is returned as undeliverable from the last known Company address.

8. If he accepts employment elsewhere during a leave of absence unless otherwise agreed to between the Company and the Union.

9. On the effective date of his Dana Corporation - UAW Normal or Early pension.

If an employee retired for reasons stated herein, and lost seniority in accordance with this section, and is rehired, such employee will have the status of a new employee and without seniority, and he shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing Holiday Pay and Vacation Pay.

10. At any and all Dana plants where he holds seniority as of the date the draft in payment of a Separation Payment is issued.

11. At any former Dana plants where he holds seniority as of the date he accepts a moving allowance.

#### NOTICE OF LAYOFF AND RECALLS

27. Written notice of all layoffs will be given to the Bargaining Committee twenty-four (24) hours before such action is to become effective.

Written notice of recalls will be given to the Bargaining Committee on the day they are issued.

#### NOTICE OF DISCHARGES AND DISCIPLINARY LAYOFFS

28. Written notice of all discharges and disciplinary layoffs will be given to the Bargaining Committee twenty-four (24) hours before such action is to become effective except where the practicalities of a situation require more expeditious handling.

In the absence of a written grievance within seven (7) calendar days on any of these notices, the action of the Company will be considered final.

#### RECORDING OF EMPLOYMENT STATUS

29. A record will be kept of any action where a change is made in the employment status of an employee and in each such case the Company will furnish a copy to the Bargaining Committee and to the employee.

In the absence of a written protest on any of these notices, the action of the Company will be considered final.

#### CHANGE OF ADDRESS

30. An employee will notify the Human Resource Department of any change in address and telephone number in person, by certified or registered mail, telegram, or mailgram, or by an authority countersigned by the affected employee, and will receive verification of such notification on a Company form. The extent of the Company's liability is to rely upon the last address reported to the Company.

The Bargaining Committee will be given a copy of each change of address.

When a recall is necessary the Company shall notify the employee by certified or registered mail.

Telephone, telegram, or mailgram may be used but in such cases a certified or registered letter will be used to confirm.

#### TEMPORARY LAYOFFS

31. A temporary layoff due to breakdown, shortage of material or other emergency conditions may be made for a period not to exceed four (4) regular working days, without regard to seniority or shift. During such temporary layoff, an employee may not exercise seniority transfer privileges unless specifically modified in a local agreement.

In the event the S.U.B. Short Work Week Benefits no longer become payable, temporary layoffs shall not exceed two (2) regular working days.

#### GRIEVANCE MEETINGS

32. The Human Resource Manager and/or designated, authorized representatives of the Company will meet regularly with the Bargaining Committee of the Unit each week if one or more grievances or problems remain unsettled, and both parties shall make every effort to effect just and speedy settlement of every complaint or grievance. When an emergency arises on a matter that cannot be handled at the regular weekly grievance meeting, the emergency shall be taken up at a special meeting agreed to by the Bargaining Committee and the Company. Meetings under this section shall be held during the regular working hours.

#### EMPLOYEES IN GRIEVANCE MEETINGS

33. The Committee, upon due notice to the management, may be accompanied to meetings with the management by the Department Committeeman or Steward, upon the

request of the Local Union Committee. If the Company concurs in the attendance of such an employee it shall pay him, but if the Union requests his presence without Company concurrence the Union shall pay him.

It is understood that only interested parties will appear at the grievance meetings since any other arrangement would merely retard the ability to settle the grievance.

When the Union desires to have present a witness or witnesses other than the Department Committeeman or Steward, they shall notify the Human Resource Manager, in writing, in advance of the grievance meetings, of the names of the proposed witnesses. If the Human Resource Manager makes no objection to the proposed witnesses they may be present and be paid by the Company for the time spent at the meeting during their scheduled working hours. If the Human Resource Manager takes objection to the presence of any of the witnesses, he shall notify the Union of his objection, but upon such notice of objection, the Union may present the witnesses but such witnesses shall be paid for by the Union. Such employees will be paid the rate in accordance with the local plant custom.

#### GRIEVANCE PROCEDURE

34. As used in this Agreement, the term "grievance" shall mean any misunderstanding, difference, or dispute between the Company and the Union, or one or more of the employees represented by the Union arising out of this Agreement, or any supplemental agreements thereto, or concerning or relating to the interpretation and application thereof and filed subsequent to the effective date of this Agreement.

This Grievance Procedure is divided into six levels. In the plants where such levels are established, the procedure will be as outlined.

The Bargaining Committee may write and sign a grievance in behalf of an employee or group of employees. If the issue raised is not appropriate for resolution at the first or second level, the grievance may be referred by the Bargaining Committee directly to the 3rd level.

1st level - An employee having a grievance, or one designated employee of a group having a grievance, will first take up the grievance with the Steward or a Bargaining Committeeman and the Foreman who will attempt to adjust the problem.

If the grievance is not adjusted by the Foreman, it will be reduced to writing on forms provided by the Company and signed by the employee or employees involved. The Foreman will write an answer within twenty-four (24) hours excluding Saturdays, Sundays and holidays after receipt of the grievance.

2nd level - If the Foreman's answer is unsatisfactory, the grievance may be forwarded to a Bargaining Committeeman or the Chief Steward and the Superintendent. These two will attempt to settle the grievance and the Superintendent will write an answer within forty-eight (48) hours excluding Saturdays, Sundays and holidays after receipt of the grievance.

3rd level - If the grievance remains unsettled, it may be forwarded by a member of the Bargaining Committee to the Plant Labor Committee (normally composed of the Plant Manager, the Human Resource Manager or their designated representatives) and the Local International Representative. The Bargaining Committee and the Local International Representative, if available, will attempt to resolve the matter with the Plant Labor Committee at the next regular weekly grievance meeting, or if circumstances warrant, as soon as it is possible to arrange such a meeting.

The Plant Labor Committee will give its decision in writing with respect to the grievance within seventy-two

(72) hours excluding Saturdays, Sundays and holidays from the final meeting and discussion of the matter.

The Company and the Bargaining Committee at each plant will designate a day and hour of each week as the regular weekly grievance meeting day for the purpose of settling grievances that have been referred to the 3rd level.

4th level - If the grievance remains unsettled after the answer from the Plant Labor Committee in the 3<sup>rd</sup> level, it may at any time within ten (10) days after the answer in the 3<sup>rd</sup> level, be referred by the International Union Representative in writing to a designated representative of the Division General Managers and the UAW Dana Department.

The designated representative of the Division General Managers and the UAW Dana Department shall each give an opinion to the other party in writing within seven (7) days after receipt of the International Representative's referral, that the issue in question is Local in nature, or has Master Contract implications, or that it concerns an interpretation of a provision of the Master Agreement and its Supplements A through G.

In the event the designated representative of the Division General Managers and the UAW Dana Department have different opinions as to the Local or Master Contract implications of the grievance, the matter shall be processed as if it were a Master Contract matter.

5th level -

**Local Determination** - Any time within fourteen (14) days from the date of receipt of the opinions from the designated representative of the Division General Managers and the UAW Dana Department, the Local International Representative may notify the Arbitrator and the Company that it is the Union's desire to refer the matter to arbitration.

It is agreed that where appropriate the Local parties may by mutual agreement arrange a special meeting within the above fourteen (14) day period to settle the grievance.

**Master Determination** - Should either the designated representative of the Division General Managers or the UAW Dana Department notify the other parties that the issue has Master Contract implications, the designated representative of the Division General Managers will give an answer in writing responding to the merits of the grievance to the other parties within fourteen (14) days after receipt of such notification.

It is agreed that prior to the designated representative of the Division General Managers' answer at this level, the parties may by mutual agreement arrange whatever meetings are appropriate in an attempt to resolve the grievance.

If a Master Contract grievance remains unsettled after answer by the designated representative of the Division General Managers, it may at any time within fourteen (14) days be referred to arbitration by the UAW Dana Department by letter direct to the Arbitrator.

Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by the UAW Dana Department Director directly with the designated representative of the Division General Managers. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement issue, it may be appealed directly to the permanent Arbitrator.

If at any level of the Grievance Procedure the grievance is not referred to the next level, within the time limits set forth, it will be considered settled upon the terms of the last answer. By mutual consent, time limits at any level of the Grievance Procedure may be extended.

Any disciplinary action against an employee not previously removed from the employee's record shall become invalid after a one year period from the date of the grievance and shall not be used at any point of the Grievance Procedure, including arbitration.

#### ARBITRATION RULES

35. A permanent Arbitrator shall be selected by agreement between the Union and the Company for an indefinite period and may be released by either party giving thirty (30) days advance notice to the other and to the Arbitrator. In the event the permanent Arbitrator is released by either party or the permanent Arbitrator resigns or otherwise is unable to perform the duties of permanent Arbitrator as herein defined and the Union and Company are unable to reach agreement on a mutually acceptable replacement, then the parties will request a panel of Arbitrators from the American Arbitration Association. Such panel will include nine (9) Arbitrators who will all be members of the National Academy of Arbitrators and who have been active Arbitrators in the private sector for at least ten (10) consecutive years from the date the panel is requested. The Union and Company will each have one (1) preemptory challenge of a submitted panel. Provided no challenge of the instant panel exists or both the Union and Company have previously exhausted their one (1) preemptory challenge, the panel will be used for selection of a new permanent Arbitrator.

The Union and Company will first attempt to mutually agree upon a selection from the panel. Should no agreement be reached then the Union and Company, in turn, shall reject one (1) of the nine Arbitrators until only one remains. A single coin-toss shall determine whether the Union or Company has the first turn. The remaining panel Arbitrator shall become the permanent Arbitrator. A

joint letter shall be sent to the selected Arbitrator informing him or her of their selection and the position's procedures, duties and restrictions required under this Master Agreement.

At any time when there is no sitting permanent Arbitrator or the then current permanent Arbitrator is incapacitated or the aforementioned selection procedure is in process, the Union and Company may, by written mutual agreement, name a temporary replacement Arbitrator on a case-by-case basis. Neither party shall be bound to accept a temporary Arbitrator as the permanent Arbitrator for more than one (1) case without specific written agreement. Such temporary Arbitrator will, for the submitted case only, have all powers as herein provided to the permanent Arbitrator.

The loser of an arbitration case shall pay the cost of the Arbitrator's services and expenses, but if it is a split decision the Arbitrator shall make as part of his decision a ruling as to how the cost of his services and expenses shall be prorated. Other expenses incurred such as wages of the participants, preparation of briefs and data to be presented to the Arbitrator and furnishing of witnesses shall be borne separately by the respective parties.

Within fifteen (15) days after a notice to arbitrate has been served upon the permanent Arbitrator, each party shall file with the Arbitrator a written statement setting forth the facts of the grievance and its contention with regard to the grievance. Each party shall furnish the other party with two (2) copies of this statement. Preparation of this statement shall be made by the local parties on Local issues and by the Division General Managers' designated representative and the UAW Dana Department on Master issues.

On Local Contract issues, the exchange of statements, the forwarding of statements to the Arbitrator and all correspondence to and from the Arbitrator on Local issues

shall be through the Local International Representative and the Local Plant Management.

On Master Contract issues, the exchange of statements, the forwarding of statements to the Arbitrator and all correspondence to and from the Arbitrator on a Master Contract issue shall be through the UAW Dana Department and the Division General Managers' designated representative. Within thirty (30) days after the filing of the statement, the Arbitrator shall hold an oral hearing at which both parties will have the privilege of being represented and to present oral, documentary, or physical evidence and to examine the witnesses of the other party.

It is expected that Local issues will be presented at the hearing by the local parties or their representatives and that Master issues will be presented at the hearing by the Division General Managers' designated representative and by the UAW Dana Department or their representatives.

It shall be the duty of the Arbitrator within thirty (30) days after the oral hearing is concluded to make his decision in writing and to furnish a copy thereof to each of the parties. His decision shall be final and binding upon both the Union and the Company.

The Union and the Company will make available for the Arbitrator's inspection and examination such records and data which he may deem necessary to inspect or examine in order to decide the issue. In deciding a case, it shall be the function of the Arbitrator to interpret the Agreement and all Supplemental Agreements thereto and to decide whether or not there has been a violation thereof. He shall have no right to change, add to, subtract from, or modify any of the terms of this Agreement or any Supplemental Agreements thereto or to establish or change any wage rates except for newly created classifications.

In disciplinary layoff and discharge cases, the permanent Arbitrator shall have the power to adjudge the guilt or innocence of the employee involved, taking into consideration the employee's past record of service with the Company, and review any penalties imposed on employees and modify or amend penalties, if in his judgment the penalty is too severe. If the permanent Arbitrator shall adjudge the employee innocent of the offense for which he was disciplined or discharged, the local plant shall reinstate the employee with accumulated seniority and in case the employee was penalized by loss of working time, will pay his back wages, less any Unemployment and other compensation from any source which he may have received during the period of his separation from the payroll of the Company.

Each local Unit shall decide if it does not want to include discharge cases in the Arbitration Procedure and shall notify the Local Plant Management in writing of its decision within thirty (30) days after the ratification of their local Agreements.

A dispute on a production standard may be processed through the Grievance Procedure beginning at the third level, but the Arbitrator shall not be empowered to rule on it unless the parties have specifically agreed in writing to submit the dispute to arbitration.

If a dispute on a production standard is not sent to arbitration, the Union may then use its economic strength.

Arbitration hearings will be held in the city where the dispute occurs, but at a place other than on Company or Union property.

#### TIME LIMIT FOR RETROACTIVITY

36. The Company will not be required to pay any claims for monies which accrue more than ninety (90) days before the date of delivering the written grievance to the first

supervisor provided in the Grievance Procedure, except in cases where the company has failed to lay off or recall in proper order.

In cases of improper layoff and recall where back wages are awarded, deduction will be made of all outside wages and/or monetary benefits received under any plan to which the Company has contributed.

#### SHIFT PREMIUMS

37. The ordinary first shift hours will occur between 7:00 A.M. and 5:00 P.M.; second shift, between 3:00 P.M. and 1:00 A.M.; third shift, between 11:00 P.M. and 8:00 A.M. Any employee working the majority of his hours in any one of these periods will receive the shift bonus for that shift.

First shift workers will not be paid a bonus.

Second shift workers will be paid a forty cents (40¢) per hour bonus for hours worked.

Third shift workers will be paid forty-five cents (45¢) per hour bonus for hours worked.

Shift premium will apply to overtime worked in the following manner:

An employee who is regularly assigned to the first shift shall receive no shift premium for overtime hours worked.

An employee who is regularly assigned to the second shift shall receive second shift premium for overtime hours worked.

An employee who is regularly assigned to the third shift shall receive third shift premium for overtime hours worked.

**VACATIONS  
(Factory Only)**

38. The qualifying vacation year shall be from the first day of the first full week in May and continue for a full year unless changed locally by agreement. Only employees on the seniority list on the last day in April are entitled to vacation pay.

For the purposes of this article only, an employee whose seniority falls on the first day of the month immediately following the completion of a full year of service in the bargaining unit, shall receive credit for vacation purposes for such full year of service.

Vacation will be computed on the basis of seniority on the last day of April as follows:

Six months and under one year: 1 1/4% of gross earnings during the qualifying vacation year.

One year and under three years: 5% of gross earnings during the qualifying vacation year.

Three years and under five years: 6% of gross earnings during the qualifying vacation year.

Five years and under fifteen years: 7% of gross earnings during the qualifying vacation year.

Fifteen years and over: 8% of gross earnings during the qualifying vacation year.

In addition to the above, eligible employees will receive an additional 2/5% of gross earnings for each year of service over twenty years up to a maximum of an additional 2% of gross earnings for twenty-five years of service or more.

These employees will receive vacation pay as follows:

Twenty-one Years and Under Twenty-two: 8-2/5% of gross earnings during the qualifying vacation year.

Twenty-two Years and Under Twenty-three: 8-4/5% of gross earnings during the qualifying vacation year.

Twenty-three Years and Under Twenty-four: 9-1/5% of gross earnings during the qualifying vacation year.

Twenty-four Years and Under Twenty-five: 9-3/5% of gross earnings during the qualifying vacation year.

Twenty-five Years and Over: 10% of gross earnings during the qualifying vacation year.

This additional vacation pay over 8% of gross earnings is for pay purposes only and is not to be equated to additional vacation time off.

Vacation pay will be paid the first pay day in June.

Vacation pay will be paid to an employee who retires pursuant to the Pension Agreement made between the parties for the vacation year in which such employee retires. Any accumulated vacation pay will be paid as soon as practical after the effective date of retirement. Vacation pay will be paid to the estate of a deceased employee.

Employees may take their vacations at any time during the calendar year and at such times as will least interfere with the operations of their departments. Insofar as practical, employees with the greatest seniority shall be given first choice in the timing of their vacation period.

**NEW CLASSIFICATIONS**

39. When a new job is created, the Company will set up a new classification and rate covering the job in question and

notify the Bargaining Committee of the classification and rate it has established.

The new classification and rate will be considered temporary for a period of thirty (30) calendar days following the date of notification to the Bargaining Committee. During this period, but not thereafter, the Bargaining Committee may request the Company to negotiate a different rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate unless otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the thirty (30) day period, or if within sixty (60) days from the date of notification to the Bargaining Committee no grievance is filed concerning the temporary classification and rate, the temporary classification and rate shall become permanent.

If a grievance is filed on the temporary classification and rate the grievance shall be handled according to the Grievance Procedure outlined in this contract. If the grievance is referred to the Arbitrator, he will be empowered to determine the proper classification and/or rate for the new job, using as a basis of comparison other jobs in the plant where the dispute exists, taking into consideration the effort and/or skill required of the employee on the new job. This paragraph may not be interpreted that a dispute on a production standard is to be referred to arbitration without specific agreement by the parties in writing.

#### HOURS AND PREMIUM PAY

40. It is recognized that to operate the plant below a forty-hour week is not desirable and therefore the Company and Union agree that if the Company's work dictates that it is necessary to schedule the work week for any plant, department or classification below forty hours, the Company may do so for not over six weeks in any calendar

year (holiday weeks excluded) unless agreement is reached with the Union for an extension of this time.

For the purpose of defining the weekly payroll period an employee's work week will begin on calendar Monday at the regular starting time of the shift to which the employee is assigned, except for those employees whose regular work week begins on calendar Sunday night, in which case their regular work week will begin at their regular starting time on calendar Sunday night.

For the purpose of compensation, the work week will consist of seven (7) consecutive twenty-four (24) hour periods beginning with the regular starting time of the shift to which the employee is assigned. Each twenty-four (24) hour period will be a complete unit and will stand on its own.

Straight time is paid for:

a. The first eight (8) hours of work performed on Monday through Friday in any continuous twenty-four (24) hour period;

Time and one-half is paid for:

- b. The first three (3) hours of work performed over eight (8) hours Monday through Friday in any continuous twenty-four (24) hour period;
- c. Work performed for the first eight (8) hours on Saturday;

Double time is paid for:

- d. Work performed over eleven (11) hours Monday through Friday in any continuous twenty-four (24) hour period;
- e. Work performed over eight (8) hours on Saturday;
- f. Work performed on Sunday;
- g. Work performed on any of the paid holidays included as holidays in the Master Agreement.

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The following exception to the 24-hour cycle premium pay provisions described above will apply for an employee who is assigned to work on Saturday. Saturday, for this purpose only, is defined as a period of 24 hours commencing approximately 11:00 P.M. calendar Friday through approximately 11:00 P.M. calendar Saturday.

The premium for the first eight (8) hours of work during the 11:00 P.M. Friday to 11:00 P.M. Saturday 24-hour period shall be time and one-half.

Sunday premium of double time will be paid for any hours worked during the period commencing approximately 11:00 P.M. calendar Saturday and ending with the start of his regular shift on Monday.

If the Company sends an employee home, or the employee is required to leave due to an emergency, or the Company does not permit an employee to work all or part of his regular eight (8) hour shift, and the employee performs work after his regular quitting time but within the same twenty-four (24) hour cycle, the employee will be paid for such work on the basis of having completed an eight (8) hour shift.

-If an employee through no fault of the Company fails to work a full eight (8) hour shift and then is called in for additional work during his twenty-four (24) hour day, he will be paid straight time for such work until he has worked a total of eight (8) hours in his twenty-four (24) hour day before premium time will begin.

When an employee has completed his regular eight (8) hour shift and is called in for emergency work he will be offered a minimum of four (4) hours work. If the emergency work requires less than four (4) hours, he may have the choice of working at other work in his classification assigned to him by the Company during the

remainder of the four (4) hour period and being paid for it or going home when the emergency work is completed and being paid only for the hours actually worked.

Employees shall not be required to work more than eight (8) hours in a day or forty (40) hours in a week. It shall not be compulsory for any employee to come to work before his regular starting time nor work past his regular quitting time. An employee who accepts an overtime assignment on a Saturday or Sunday, and who fails to report for the assigned overtime, will be considered an absentee under the plant rules or absentee control procedure of the Local Supplementary Agreement. Overtime and premium rates of pay will not be pyramided.

#### TIME STUDIES (Factory Only)

41. When time studies are to be made they shall be made openly and the department steward or committeeman shall be informed one hour in advance that the time study is to be made except where impractical.

During the timing of a job, the operator shall produce at a normal standard and shall not control or limit production.

Prior to the making of a time study, it shall be the Time Study Department's responsibility to check the performance of an operation to see that it is being operated in the manner outlined in the operation write-up.

After the time study has been completed and a price determined by the Time Study Department for the operation the department foreman will advise the operator and the department steward or committeeman of the price that has been determined. The price shall become effective immediately and shall apply on all shifts performing the operations.

The price may be questioned by an operator performing it at any time during the first thirty (30) calendar days of operating experience if the operator is then dissatisfied with the rate that has been determined. In the event a time study is questioned the dispute shall be taken to a Union Time Study Steward who will contact the Company Time Study Supervisor to examine the data.

It shall be the duty of a Union Time Study Steward to check any disputed standard. This may be done by a review of the data previously accumulated by the Time Study Department or by the Time Study Steward actually timing the job. In his checking or timing of a disputed price the Time Study Steward shall be limited by the same conditions which limit the Time Study Department.

It shall be the further duty of the Time Study Stewards in case of disputed prices to:

- (A) Inform the Time Study Department of errors discovered in the time study or price, or
- (B) Inform the operator the price is properly determined and the standard can be met.
- (C) If the Time Study Steward cannot reach agreement with the Time Study Department on a piece price or production standard, the Time Study Steward and the Bargaining Committee may refer the dispute to the Plant Labor Committee within ten (10) days of the origin of the dispute. If the dispute is not referred within ten (10) days, it shall be at an end and the piece prices or standards shall remain in effect.

If the issue remains unresolved after referring it to the Plant Labor Committee, the Bargaining Committee may then, within ten (10) days, refer the dispute to the International Union's Dana Department and the representative of the Division General Managers. The Union's Dana Representatives and the representative of the Division General Managers will attempt to settle the dispute within thirty (30) days of the date of the referral

from the local parties. If the dispute remains unresolved at the end of the above-mentioned thirty (30) days, both parties may agree to submit the dispute to arbitration.

If no agreement to arbitrate is arrived at the dispute shall be at an end, it being understood that the International Union may authorize a strike during the thirty (30) day period and if such strike is to take place the Union shall do so within sixty (60) days after the International Union has notified the Company.

If the final piece work price that is determined is higher than the price originally determined by the Company the new price shall be made retroactive to the date the original price was determined, the amount of the retroactivity shall be given to the individual or group in the form of a credit during the week in which the new price is determined.

When final piece work prices are set they shall not be altered except as a result of an engineering or operation change.

If by mutual agreement it is decided to retime an operation after a permanent price has been set and there are no engineering or operation changes the operation will be retimed on the basis of timing all of the operations of the part in the department and the old permanent price that has heretofore been used will remain in effect until a new price is arrived at.

Temporary piece work rates for a specified number of pieces may be established during the start of operations on new parts or on old parts that are being reprocessed.

Both the Company and the Union agree that it is not desirable to have temporary rates for a prolonged period of time. Temporary rates will be made permanent as soon as sufficient operating experience makes it practical.

Where standards are established in hourly-rated plants, the appropriate paragraphs above shall apply, with the understanding that wherever the work price, rate, or piece work rate appears in the text the work standard shall be substituted.

#### EFFECTIVE DATE OF A LEAVE OF ABSENCE

42. The effective date of an authorized leave of absence will be the first approved full regularly scheduled work day of absence, Monday through Friday.

An employee may return to work during a leave of absence provided he gives two (2) days advance notice to the Company.

An employee returning from a leave of absence will return in accordance with local seniority provisions, except as provided in Article 44, Detached Service Leave of Absence.

#### PAID HOLIDAYS

43. An employee with seniority will be paid for the following holidays:

November 26, 27, December 24, 25, 28, 29, 30, 31, 1998; January 1, April 2, 5, May 31, July 5, September 6, November 25, 26, 1999.

December 24, 27, 28, 29, 30, 31, 1999; April 21, 24, May 29, July 3, 4, September 4, November 23, 24, 2000.

December 25, 26, 27, 28, 29, 2000; January 1, April 13, 16, May 28, July 4, September 3, November 22, 23, 2001.

With regard to April 5, 1999; April 24, 2000; and April 16, 2001, another paid holiday of greater local significance may be substituted if provided in a Local Supplementary Agreement.

Employees who qualify under the provisions set forth in this Article will be paid eight (8) hours straight-time pay exclusive of night shift and overtime premiums for each such holiday. In the case of an incentive worker, the employee's average rate exclusive of night shift and overtime premium for the week in which the holiday falls will be used. For holidays which comprise the Christmas Holiday Period, the incentive worker's average rate exclusive of night shift and overtime premium for the last full week immediately preceding the shutdown period will be used.

#### HOLIDAY ELIGIBILITY REGULATIONS WHICH APPLY ONLY TO PAID HOLIDAYS OTHER THAN THE CHRISTMAS HOLIDAY PERIOD

A. An employee must work at least twenty-three and one-half (23½) hours during a work week in which a holiday falls (fifteen and one half (15½) hours in a week in which two (2) holidays are celebrated during the regular five (5) day work week).

Regular working hours during a holiday week excluding the paid holiday itself, in which the plant is shut down will be credited toward fulfilling the twenty-three and one-half (23½) hour requisite in determining eligibility for holiday pay, or: seniority employees on layoff or approved leave of absence when the holiday occurs who return to work following the holiday but during the week in which the holiday falls shall receive pay for such holiday.

B. Notwithstanding the provisions of A. above, seniority employees who have been laid off but who worked in the work week in which the holiday falls, or the work week prior to the week in which the holiday falls, shall receive pay for such holiday.

**HOLIDAY ELIGIBILITY REGULATIONS  
WHICH APPLY ONLY TO THE  
CHRISTMAS HOLIDAY PERIOD**

C. An employee on approved Personal Leave of Absence or an employee on an Illness Leave of Absence, who is cleared by his doctor to return to work during the Christmas holiday period, shall be eligible for paid holidays for which he was available for work, providing he works his first scheduled work day following the holiday period.

D. Seniority employees on layoff during the Christmas Holiday Period, but who worked in the work week in which the Christmas Holiday Period begins, or in the first, second, third or fourth work week prior to the week in which the Holiday Period begins, will receive holiday pay for each of the holidays in the Holiday Period, provided they work on their last scheduled work day.

E. An employee on layoff during the Christmas holiday period who is scheduled to return to work during the week in which the holiday period ends shall be eligible for paid holidays which fall in such week providing he works his first scheduled work day in such week.

F. The twenty-three and one half (23½) hours of work requirement does not apply to the Christmas holiday periods.

Employees must work the last scheduled work day in the week immediately preceding the shutdown period and the first scheduled work day in the week immediately following the shutdown period. An employee will be expected to work his entire scheduled shift on these two days. Time not at work due to emergency or due to causes beyond the control of the employee may merit consideration at the discretion of the Company.

A seniority employee absent without approval of his supervisor on either the last scheduled working day prior to or the next scheduled working day after a Christmas holiday period, shall be ineligible for pay for two (2) of the holidays in the Christmas holiday period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas holiday period.

The two (2) days of ineligibility are designated to be the two (2) days closest to the day in which the employee was absent.

G. If an employee is scheduled for and accepts an assignment to work on a Saturday or Sunday immediately prior to a day of holiday such assignment shall be considered to be his last scheduled work day.

H. The parties to this Agreement recommend the exchange of paid holidays, on a voluntary local basis, in those cases where some work has to be performed during the Christmas holiday period.

I. The requirement that an employee work the first scheduled work day in the week immediately following the holiday period shall not apply to an employee who retires with a January 1 effective date.

**CHRISTMAS HOLIDAY PERIOD**

J. In order for employees to have maximum time off during the Christmas holiday period, employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 26, 1998  
Sunday, December 27, 1998  
Saturday, December 25, 1999  
Sunday, December 26, 1999  
Saturday, January 1, 2000  
Sunday, January 2, 2000  
Saturday, December 30, 2000  
Sunday, December 31, 2000

An employee shall not be disqualified for holiday pay if he does not accept work on such days. This statement does not apply to employees on necessary continuous seven day operations.

K. It is the purpose of the Holiday Pay provisions of this Agreement to enable eligible employees to enjoy the specified holidays with full straight-time pay. If, with respect to a week included in the Christmas holiday period an employee supplements his Holiday Pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit, to which he would not have been entitled if his Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to pay to the Corporation the lesser of the following amounts:

- a. an amount equal to his Holiday Pay for the week in question, or
- b. an amount equal to either the unemployment compensation paid to him for such week or the unemployment compensation which would have been paid to him for such week if it had not been a waiting period.

The Corporation will deduct from earnings subsequently due and payable the amount which the employee is obligated to pay as provided above.

#### HOLIDAY ELIGIBILITY REGULATIONS WHICH APPLY TO BOTH THE CHRISTMAS HOLIDAY PERIOD AND TO OTHER PAID HOLIDAYS

L. An employee must have seniority as of the date of the holiday.

M. Only emergency crews will be worked on a holiday unless otherwise agreed prior to a holiday. An employee working on a holiday will be paid holiday pay under this section and in addition will be paid double time for hours worked on the Holiday. Notwithstanding the provisions of A., C. and F., above, an employee scheduled to work and accepting a work assignment on any of the listed holidays but failing to report for and to perform work will not receive pay for the holiday.

N. When an employee is eligible for holiday pay and also for a Weekly Disability Benefit for the same day, the Disability Benefit less any applicable Workers' Compensation Benefit will be paid and the excess of holiday pay over the Disability Benefit or Workers' Compensation Benefit, whichever is greater, will be paid as soon as practicable in the form of make-up holiday pay.

O. In the event a holiday falls within an employee's approved vacation period, he shall be paid for that holiday in addition to his vacation pay.

P. Approved time off for jury duty service, short term military service and funeral leave will be considered as hours worked for holiday pay eligibility purposes.

Q. Notwithstanding the provisions of A. above, seniority employees who have gone on an approved leave of absence during the work week prior to, or during the work week in which the holiday falls, shall receive pay for such holiday.

#### DETACHED SERVICE LEAVE OF ABSENCE

44. Upon approval by the International Union and the Local Bargaining Committee, an employee of the Bargaining Unit who agrees to accept temporary assignment in a plant or facility other than the plant or facility where he holds his seniority for the purpose of helping that plant get into production, or for training others in special skills, will remain in the Bargaining Unit and will retain and accumulate seniority during the period of his absence. If a period of detached service exceeds one year, it may be extended at the option of the Union and the Company.

Upon return to his home plant, the employee will be entitled to assume the job he vacated, if he has more seniority than the employee who then holds the job. Otherwise he will exercise his seniority as if he were returning by recall from the recall list.

#### EDUCATIONAL LEAVE OF ABSENCE

45. Employees with seniority of one or more years who desire to further their full-time college education or attend on a full-time basis a trade school, accredited by the appropriate state agency, may make application for a leave of absence for that purpose.

One continuous leave of absence for such education may be granted at the option of local management to eligible employees for a period not to exceed twelve months. Additional leaves of absence may be granted. Seniority shall accumulate during such leaves of absence.

The Company may cancel an educational leave at any time due to incompleteness of scholastic requirements.

#### MATERNITY LEAVE

46. Maternity Leaves of Absence shall be granted and shall commence as determined by the employee's doctor in the

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form of a written statement. The Company may require a statement from the employee's doctor in the event the employee's condition in the Company's opinion, warrants it, and the employee has not furnished a recent written statement from her doctor. The duration of a maternity leave shall be determined by the employee's doctor, however, such leave shall not exceed twelve (12) months unless proof of unusual circumstances require an extension.

Whenever possible, a two (2) week notice will be given for commencement of Maternity Leave.

Employees who present evidence of adoption proceedings shall be granted an "adoption leave of absence" for a period not to exceed twelve (12) months with accumulated seniority.

#### PEACE CORPS LEAVE OF ABSENCE

47. Members of the Union who are invited to enter training for the Peace Corps shall receive temporary leaves of absence with accumulated seniority for periods not to exceed twenty-eight (28) months.

#### PERSONAL LEAVE OF ABSENCE

48. An employee shall be granted a personal leave of absence provided such leave is for good and sufficient cause and is approved by the Company and the Union, and such employee will accumulate seniority during such leave. Such leave will be for a period not to exceed six (6) months with the privilege of requesting an extension.

#### POLITICAL LEAVE OF ABSENCE

49. A seniority employee elected or appointed to public office in the services of the government of the United States or political subdivision thereof will apply for and be given a leave of absence without loss of seniority for a period of his first term of active service in such office.

Additional leaves of absence may be granted if approval is given by the Company and the Union.

An employee selected full time local Credit Union Officer will apply for and be given a leave of absence without loss of seniority for the period of his absence.

An employee who actively participates full time in Community Chest activities may apply for and receive a leave of absence with the approval of both the Company and Union.

### SICK LEAVE

50. An employee with seniority who is unable to work because of injury or illness shall be granted a sick leave of absence with accumulated seniority for the duration of the disability but not to exceed six (6) months without renewal.

#### Probationary Employees:

An employee who has thirty (30) or more days of service in his current probationary period shall be granted a sick leave of absence subject to the same eligibility requirement which applies to an employee with seniority. If his period of absence exceeds his preceding period of active employment, the Company shall be under no obligation to reinstate him. Provided, however, that a sick leave because of compensable injury or occupational disease shall extend for the duration of the compensable temporary total disability.

A leave of absence for injury or illness must be substantiated, with satisfactory evidence of the employee's condition, as soon as possible but no later than the seven (7) day period provided for in Article 26(5). The Company will, however, consider extenuating circumstances which prevent the timely submission of such evidence, on an individual basis.

The Company may, at its discretion, require that a Company doctor examination and a statement of findings support a sick leave or renewal of a sick leave. Should a determination by a Company doctor that the employee is able or unable to return to work be in contradiction to a determination by the employee's doctor that he is able or unable to return to work due to sickness, the dispute shall be referred to an impartial third doctor or clinic, whose determination shall be final and binding.

The local Plant Management and the local Union will select such impartial doctor or clinic. In the event they cannot agree on a doctor or clinic, the Division General Managers' representative and the UAW Dana Department will select such impartial doctor or clinic.

Should the examining physician and/or clinic uphold the contention of the employee, the Company will pay the bill. Should the examining physician uphold the contention of the Company, the employee will pay the bill.

With respect to the resolution of disputes under this paragraph, an employee whose contention is upheld will also be reimbursed for transportation costs when required to travel more than 40 miles, one way, for medical examination, at the rate of 31¢ a mile.

### UNION LEAVE OF ABSENCE

51. An employee appointed or elected to a full or part-time position in the International Union, United Automobile, Aerospace, Agricultural Implement Workers of America, or a Local or Unit of a Local covered by this Agreement, or any other office in the UAW will apply for and be given a leave of absence without loss of seniority until the termination of such office.

#### CALL-IN PAY AND REPORTING PAY

52. An employee called to work and not retained or an employee reporting for work on any scheduled day on his regularly scheduled shift without having been previously notified not to report, and not retained, will receive his regular hourly rate or for incentive employees, a rate to be determined locally, including shift premium, whichever is higher, for four (4) hours, and shall receive shift premium and premium pay on premium days. The Company may require the employee to work at a job other than his regular classification during this four (4) hour period.

An employee not at work on the day a layoff occurs will be considered to have received the layoff notice he would have received if he had been working and will not be entitled to call-in pay if he reports for work.

#### LOST TIME PLANT INJURY

53. An injured employee for whom first aid is inadequate but a doctor's care is required will, on the initial day of medical treatment, be provided transportation to and from the doctor's office or hospital.

If the employee, in the opinion of the doctor, is able to return to work for the balance of his shift he shall do so; if the doctor or the Company excuses him for the balance of the shift he may go home.

An employee who must leave the plant for medical attention as described above, shall be compensated as follows:

Non-incentive Employee: Day Rate  
Incentive Employee: Straight-Time Average Rate

Such pay shall be for time spent out of the plant but no longer than the balance of his shift.

Employees who are able to return to work but need subsequent medical attention shall be paid for time actually lost as provided above if such care occurs during their regularly scheduled working hours. The question of the necessity for such re-visits shall be determined by the attending physician.

A Union Representative will be notified and may be present when a Workers' Compensation claim is discussed with an employee during regular working hours on the Company premises.

If such lost time occurs on a Saturday, Sunday or a holiday for which he is scheduled to work, the employee shall be paid on the basis of premium pay applicable for that day.

#### PAY FOR JURY DUTY

54. Any employee with seniority who is called to and reports to qualify or serve on Jury Duty (including coroner's juries) or who is subpoenaed to appear as a witness, shall be paid the difference between his regular wages for the number of hours, up to eight (8), that he otherwise would have been scheduled to work and the money he receives for each day partially or wholly spent in performing the duties of a juror or a witness, if the employee otherwise would have been scheduled to work for the Company. In order to receive payment under this section, an employee must give the Personnel Department prior notice that he has been summoned or subpoenaed and must furnish satisfactory evidence of the summons or subpoena and the fact that he reported and as a result lost time on the days for which he claims such payment.

An employee who is subpoenaed to serve as a witness in a Federal or State court of law in the state in which he is working or residing will not be eligible for pay under this article if he:

- a) is called as a witness against the Company or its interests; or
- b) is called as a witness on his own behalf in an action in which he is a party; or
- c) voluntarily seeks to testify as a witness; or
- d) is a witness in a case arising from or related to his outside employment or outside business activities.

An employee assigned to the third shift will not be required to work on the shift immediately preceding the time such employee is to report or if the hours scheduled or the distance to be traveled substantially results in such employee losing the scheduled workday prior to or following the day of duty, such employee will be paid his regular wages for such day.

An employee assigned to the first shift, and an employee assigned to the second shift will not be required to work on the day such employee is to report.

#### BEREAVEMENT PAY

55. When death occurs in his immediate family:

- current spouse
- parent
- stepparent
- parent or stepparent of current spouse
- child
- stepchild
- brother
- stepbrother
- sister
- stepsister
- grandparents
- grandparents of current spouse
- grandchild
- step grandchild

an active employee with seniority, on request, will be excused for up to three (3) regularly scheduled days of work during the three (3) days (excluding Saturdays, Sundays and paid holidays) immediately following the death. After making written application within 30 days following the death, the employee shall receive 24 hours pay. Days of layoff, leave of absence, and short-term military duty are days for which the employee is not entitled to Bereavement Pay.

When a death occurs prior to or during a vacation which is scheduled, up to one week of vacation shall be cancelled and rescheduled, should the employee so desire.

Payment shall be made at the employee's regular straight-time hourly rate at the time of the death (or, in the case of incentive employees, the employee's average straight-time hourly earnings, including incentive earnings, for the work week exclusive of shift, overtime and any other premiums). Time thus paid will not be counted as hours worked for purposes of overtime.

Bereavement Pay will be paid in instances involving stillborn birth after seven months.

When the date of the funeral or memorial service is outside the initial three-day period following the death, the employee may have his excused absence from work delayed until the period of three normally scheduled working days, which includes the date of the funeral.

In the event an employee is granted a leave of absence because of the illness of a member of his immediate family and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

### SHORT-TERM MILITARY DUTY PAY

56. An employee with one or more years of seniority who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard shall be paid by the Company for each day partially or wholly spent in performing such duty, if the employee otherwise would have been scheduled to work for the Company and does not work, an amount equal to the difference, if any, between (1) the employee's regular straight-time hourly rate on the last day worked (or, in the case of an incentive employee, his average straight-time hourly earnings, including incentive earnings, for the previous week worked prior to the week in which the employee reports for military duty), exclusive of shift, seven-day operations, overtime and any other premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (2) his daily military earnings (including all allowances except for rations, subsistence and travel). The Company's obligation to pay an employee for performance of military duty under this Section is limited to a maximum of ten (10) scheduled working days in any calendar year, except that short term active duty for call-outs by state or federal authorities in case of public emergency shall be limited to a maximum of thirty (30) scheduled working days in any calendar year.

In order to receive payment under this Section an employee must give the Company prior notice where possible of such military duty and upon his return to work must furnish the Company with a statement of his military pay while on such duty.

### SUB-CONTRACTING

57. The Company agrees that it will not remove any machinery, tools, or work from the plants, including manufactured parts such as tools, machine repair, or tool designing or contract with outside vendors to perform any work in the plants where such removal or contracting would directly necessitate the reduction of hours below the normal work week for any of its employees. The Company recognizes its obligation to utilize the service of its employees and facilities to the fullest capacity possible.

### SAFETY AND HEALTH

58. The Company will conduct its plants and offices in such a manner that they will meet the requirements of workplace inspection laws and other laws for protection of the health and safety of employees.

A Safety Committee shall be set up for each plant. This committee shall consist of two members of the Bargaining Committee and two representatives of the Company. Each Committee shall arrange its own program.

The Safety Committee shall be paid at their regular hourly rate for such time as may be necessary to investigate and meet on safety problems. Company and Union Safety Committee representatives may accompany Government Health and Safety inspectors and International Union Health and Safety professionals on plant inspection tours.

Upon request of the Safety Committee, the Company will make available copies of reports concerning Health and Safety matters. The Company will provide copies of the OSHA "Log of Occupational Injuries and Illnesses," as it is now constituted, to the designated Union Safety Representatives at each plant which is required to maintain such records.

An employee who believes he is working on an unsafe machine or operation shall report such condition to his supervisor immediately. When required by OSHA, the Company will provide physical examinations and other appropriate tests for employees who are exposed to potentially toxic agents or materials, at no cost to the employees.

Any disagreement or dispute relating to safety and/or health which cannot be resolved by the Safety Committee may be treated as a grievance and processed through the regular grievance procedure. When written notice is given that a grievance based upon an alleged violation of this article, has not been satisfactorily settled in the First Level, it shall be placed immediately in the last level of the local agreement's Grievance Procedure, involving the local management, local committee and the International Union Representative.

The Company shall provide the necessary or required personal protective equipment, devices and clothing at no cost to employees in accordance with present local practice.

A Hazardous Communication Program (HCP) has been developed that adopts the OSHA Standards regarding hazardous materials in the workplace, and the employees' right to know the contents and safe handling procedures of such materials. (OSHA Standard 1910.1200 Hazard Communication.) The Safety Committee will review the HCP Program and make recommendations for necessary updates and improvement on an annual basis.

The Company will provide protective gloves at various safety stations for use when assisting injured employees, in accordance with OSHA standard.

## RE-EMPLOYMENT RIGHTS AND BENEFITS FOR EMPLOYEES IN MILITARY SERVICE

59. Any employee who enters into the Armed Forces of the United States under existing Federal Regulations shall be granted a leave of absence and will be accorded reinstatement rights as provided by the applicable laws then in force.

While in military service, the Company agrees to continue, at the option of the employee, the same Hospital-Surgical-Medical-Drug coverage for dependents of the employee as the Company furnishes to other employees in the Bargaining Unit from which he left. For this coverage the employee will pay the Company the actual Company rate. The maximum time limit for continuance of this insurance is three (3) years.

## HANDICAPPED EMPLOYEES

60. When an employee is physically or mentally handicapped and is unable to continue the operation on which he is employed, such employee may be placed on any open job which he is capable of performing, notwithstanding the normal bidding or transfer procedure.

In the event there is no available opening upon which to place a handicapped employee, he may replace the least senior employee in any department or classification where there is work he can perform, provided he has more plant-wide seniority than such employee. Placements under this paragraph must have the approval of the Bargaining Committee and the Company.

In order to be placed under the provisions outlined above, an employee must, when appropriate, furnish proof of his handicapped condition.

### EQUAL EMPLOYMENT OPPORTUNITY

61. The Company has pledged and the Union has agreed to cooperate in any and all efforts to ensure that equal employment opportunity will exist in all units covered by this agreement.

It is understood that the word he or she as used throughout this Agreement will designate an employee.

### RULES

62. The Company may make reasonable shop and office rules, and any protest against their reasonableness or inconsistency with the terms of this Agreement may be treated as a grievance. The Bargaining Committee will receive one week's advance notice of new rules or changes in existing rules and if protested, the changes shall not be put into effect until discussed with the UAW Dana Department.

### FURNISHING OF CONTRACTS

63. The Company will furnish each employee with a printed copy of this Agreement imprinted with a Union Label.

### MOONLIGHTING

64. Moonlighting shall be prohibited according to the policies set by the UAW International Union.

### INDIVIDUAL BARGAINING

65. An employee or group of employees shall not negotiate wages or working conditions except through the Grievance Procedure.

### BULLETIN BOARDS

66. The Company will furnish bulletin boards for the use of the Union who may post notices which have been approved by the Bargaining Committee. Such notices shall be signed by the Chairman or Secretary of the Bargaining Committee and shall have a date for posting and a date for removal. Each unit shall make its own arrangement with the local management for handling the posting.

### SEPARABILITY CLAUSE

67. In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of any Federal or State Law or Executive Order now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement.

### UAW DANA BARGAINING COMMITTEE

68. The UAW Dana Bargaining Committee shall consist of not more than one (1) member from each unit of bargaining. Each member shall be a regular employee of the unit he represents. The UAW Dana Bargaining Committee will be paid for eight (8) hours for each day it is available for consultation with the Master Negotiating Committee during the last seven (7) days of the Collective Bargaining Agreement or as mutually agreed by the designated representative of the Division Managers and the UAW Dana Department. The rate of pay shall be the rate the employee would have earned if he had worked on his regular job.

### UAW MASTER NEGOTIATING COMMITTEE

69. The Master Agreement and its Supplements A through G, but not Local Supplementary Agreements thereto, shall be negotiated by a Committee composed of up to nine (9) representatives of the Union from the UAW Dana

Bargaining Committee, who are employees of the Company, and up to seven (7) representatives of the Company. Union representatives who are employees of the Company shall be paid for eight (8) hours for each day they negotiate with the Company. The rate of pay shall be the rate the employee would have earned if he had worked on his regular job.

#### TRANSFER OF AGREEMENT

70. This Agreement shall be binding upon the Company and/or the Union successors, assigns or transferees.

#### TRANSFER BETWEEN PLANTS

71. For purposes of this article, the term plant is synonymous with unit of bargaining, or unit.

An employee with seniority, involuntarily laid off at any plant covered by this Agreement, who desires employment at another plant covered by this article, may make written application and will be given preference for employment over other applicants, and will be considered on the basis of date of application provided the employee is qualified and is available for work. At any time after being offered employment, should an employee who has made written application pursuant to this agreement withdraw themselves from employment consideration, they will no longer be considered for preferential hiring at that plant for the balance of their layoff from their original plant. A laid off employee will not be permitted to make application for employment at another plant prior to the first Monday following his layoff.

Applications filed by laid-off employees will be considered valid for a 6-calendar month period. An applicant must re-affirm in writing his continuing availability for work prior to the end of each 6-month period.

Upon being hired in any plant, or upon being recalled to any former plants, all applications filed in other plants become invalid. It is the responsibility of the employee to notify the employment office where he has filed written applications in other plants, that he has been hired or recalled in another plant. Written forms for this purpose will be made available by the hiring plant.

An employee hired through this procedure shall be considered a new employee and shall serve a thirty (30) day probationary period.

Total continuous seniority in units covered by this agreement shall determine vacation pay and holiday pay eligibility. Benefits shall be determined in accordance with the various Benefit Plans.

Layoffs which are known to be less than thirty (30) calendar days in duration, and are so declared by the Company at time of layoffs, shall not be considered under this article. If an employee is to be recalled within thirty (30) days, he may not be considered for employment under this article.

If the employee receives a recall to his former plant, he shall elect to:

1. Accept the recall to his former plant and forfeit all seniority rights at all other plants.
2. Remain in the hiring plant, forfeit all seniority rights at the plant from which he was employed but continue to retain his total, continuous seniority for purposes of vacation pay and holiday pay eligibility.

An employee will not be recalled to a job opening of a known duration of less than four (4) weeks. He will, however, be subject to the recall provision above if such job opening cannot be filled from layoff with another qualified employee.

Employees who accept recall to a plant from which they were laid off, will be transferred as soon as possible, but not later than the third Monday after the employee accepts the recall.

An employee who resigns his employment after having been hired pursuant to this article:

1. But prior to the expiration of the employee's thirty (30) day probation period, shall not be considered for preferential hiring at that plant for the balance of his layoff from his original plant.

2. Anytime after completion of the thirty (30) day probation period at the hiring plant, if the employee resigns his employment, he will not be permitted to apply for transfer under the provisions of this agreement.

A list of Article 71 applicants shall be kept on file in the employment office with a copy furnished to the local Union upon request.

### MOVING ALLOWANCES

#### 72. A. Transfer Moving Allowance

##### 1. Eligibility

An employee with one or more years of seniority shall be eligible for a Moving Allowance if he transfers from one plant of the Company (hereinafter called his original plant) to another plant of the Company (hereinafter called his new plant) pursuant to this Agreement and if:

- a. his new plant is at least 50 miles distant from his original plant and he moves his residence as a result of his transfer; and
- b. he files an application for a Moving Allowance not later than six (6) months after the first day he worked at his new plant and has not applied for a Separation Payment

under the Supplemental Unemployment Benefit Plan.

##### 2. Amount

The amount of an employee's Moving Allowance shall be the amount shown in the following table:

Miles Between Plant Locations	Allowance	
	Single Employees	Married Employees
50 - 99	\$1154	\$2563
100 - 299	1285	2824
300 - 499	1394	2962
500 - 999	1690	3499
1,000 or over	1953	4022

The amount of an employee's Moving Allowance as computed above shall be reduced by the amount of any relocation, moving or living expense benefits that the employee receives or is eligible to receive with respect to such relocation under any present or future federal or state law. For purposes of this paragraph, the employee shall be deemed eligible to receive benefits under federal or state law even though he does not qualify for, or loses, such benefits through failure to make proper application therefore.

##### 3. Employee Returning to Original Plant

In the event an employee who is eligible for a Moving Allowance under this Section exercises any option that he may have to return with his seniority to the seniority rolls of his original plant under conditions entitling him to a Separation Payment under the Supplemental Unemployment Benefit Plan, such Separation Payment shall be reduced by the amount of any Moving Allowance received by him.

##### 4. More than one Employee in Family

Only one Moving Allowance will be paid where more than

one member of a family living in the same residence is transferred pursuant to this Section.

5. Upon receipt of a Moving Allowance, he shall forfeit his seniority rights in any other plant.

Employees who are widowed, divorced, legally separated or single parents with children residing with them and relocating with them, will be considered as married for the purpose of applying the allowance tables in this section.

A single employee moving allowance will be paid when an employee relocates without any other member of his family.

#### SUPPLEMENTS

73. The following supplements are made part of this Agreement:

- Supplement A - Skilled Trades Master Agreement.
- Supplement B - Insurance Agreement.
- Supplement C - Pension Agreement.
- Supplement D - Supplemental Unemployment Benefits Agreement.
- Supplement E - Cost-of-Living Agreement.
- Supplement F - Wage Adjustments.
- Supplement G - Office, Clerical and Technical Master Agreement.
- Supplement H - Retirement and Savings Plan
- Supplement I - Retiree Health Benefit Plan and Trust.

#### TERMINATION

74. The foregoing constitutes an agreement between the Company and the Union. It is to become effective November 23, 1998, the date of the Monday following ratification and to continue in effect until 12:01 a.m., December 3, 2001. If either party desires to modify,

amend, or terminate the Agreement, it shall give at least sixty (60) days written notice to the other party before 12:01 a.m., December 3, 2001.

If neither party serves notice of modification, amendment, or termination, the Agreement shall continue beyond 12:01 a.m., December 3, 2001, subject to sixty (60) days written notice of modification, amendment, or termination.

This Agreement replaces all local and Company agreements, supplements, and amendments. This Agreement will be supplemented by local agreements, but all existing local agreements must be renewed to be effective.

In witness whereof, the parties have on the 22<sup>nd</sup> day of November, 1998 caused this Agreement to be signed by their duly authorized representatives.

**DANA CORPORATION**

David C. Warders  
Director, Labor Relations

Christopher R. Bueter  
Manager, Labor Relations

Dale Feick  
Division Human Resources Manager  
Perfect Circle Division

Carol Campbell  
Distribution Services Division

Tom Neusiis  
Vice President and General Manager  
Perfect Circle Division

Frank Lechlak  
Division Human Resources Manager  
Spicer Driveshaft Division

Joe Sober  
Vice President and General Manager  
Spicer Driveshaft Division

James H. Woodward, Jr.  
Vice President & Corporate Controller

**INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE, AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW**

Elizabeth Bunn  
UAW Vice President and Director  
Dana Department

Robert Kinkade  
Administrative Assistant to Elizabeth Bunn

Phillip Werking  
Assistant Director  
Dana Department

James L. Norris  
Doug Pollock  
John Sarakaitis  
Clay Farley  
David Callahan  
Bill Webb  
Tony Cantanzaro

BLS  
FILE COPY

December 4, 1983  
No. 1

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

RE: Sub-Contracting

Dear Mr. St. Pierre:

Insofar as may be practical, it is the intent of the Company to utilize its own employees in the performance of day to day work in each of its plants. When, however, it becomes necessary to sub-contract certain work, the designated Union Representatives will be given as much advance notice as possible. In all cases, except when time and circumstances prevent it, the Company and the Union will have discussions prior to the sub-contracting, for the purpose of discussing the nature, scope and appropriate dates of the work to be performed and the reasons (including equipment, manpower, skills, facilities, etc.) why the Company is sub-contracting the work.

Further considerations to be used when subcontracting will include the operational needs of the business, the efficiency and the economics involved as well as any adverse effect upon the employment of our employees, including those on layoff.

The Company is committed to the concept of stabilizing the workforce, and it is understood that in the great majority of instances it will be to our mutual advantage to utilize our own equipment and manpower.

Further, it is understood and agreed that a dispute involving sub-contracting is subject to the grievance procedure and may be handled through an accelerated arbitration of the dispute.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

Ajw

December 8, 1986  
No. 2

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

RE: Alcoholism and Drug Abuse

Dear Mr. St. Pierre:

In the negotiations leading to the new Collective Bargaining Agreement, it was evident that we shared a deep concern about the alcohol and drug problems that exist throughout our society and are reflected in varying degrees in the employee work forces in our plants and offices.

We are concerned with the destructive effects of alcohol and drug addiction, and recognize that such addiction may also impair the ability of the individual to perform an efficient and meaningful role with his family, in industry, and in society as a whole. We share the common conviction that it is more important to provide assistance to such afflicted individuals to motivate them to help themselves overcome their problems, rather than to rely solely on discipline.

The causes of alcoholism are not well understood and cures are difficult. Nonetheless, Dana and the UAW believe that constructive measures are possible to deal with the problem which is a major cause of family breakdown and is related to personal breakdown and violence in the community. Although it appears inappropriate at this time to establish a formal structure at the master level to administer any program for employee alcoholism recovery, Dana and the UAW-Dana Department will engage in a cooperative effort and function in an informal manner.

They will consult with and seek the cooperation of local management and local union personnel.

Following ratification of the new Collective Bargaining Agreement, the respective Local Plant Managements and the Local Union Committees will meet for a review on the structure and operational methods of the joint programs responsive to the needs of the alcohol and drug addiction problems which may exist in the plants.

Such programs will incorporate a plant counseling approach with respect to employees with drug or alcohol addiction problems. They will assure that genuine and sympathetic concern is demonstrated for persons so afflicted, and explore the feasibility of arranging for consultations with competent professionals on these matters.

Guidance and assistance will be provided to the Local Plant Managements and the Local Union Committees through timely discussions between the Division General Managers' representative and UAW-Dana Department.

Nothing in this statement is to be interpreted as constituting any waiver of management's right to maintain discipline in the case of misconduct which may result from or be associated with the use of alcohol or drugs. The Union may exercise its right to process grievances concerning such matters in accordance with the Collective Bargaining Agreement.

Sincerely,  
George H. Park  
Manager - Labor Relations

Ajw

December 4, 1995  
No. 3

Ms. Carolyn Forrest  
Vice President and Director  
UAW-Dana Department  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

RE: Equal Opportunity Program

Dear Ms. Forrest:

For many years the Corporation and the International Union UAW, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin, disabled veterans, veterans of the Vietnam era, or certified physical or mental disability and to this end the parties have expressly incorporated in their Agreement a provision that both insures adherence to that principle in all aspects of employment at Dana and provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

All employees are encouraged to contribute and grow to the limit of their desire and ability by the use of the Company training and education programs, and tuition assistance programs which are to be administered without regard to race, religion, color, sex, age, national origin, disabled veterans, veterans of the Vietnam era, or certified physical or mental disability.

Recruitment of new employees is to be conducted in a manner to assure full equal employment opportunities, and all decisions on employment are to be based on this principle of equal employment opportunity.

As new developments take place regarding equal employment matters, the information will be commun-

icated to all local management and union bargaining committees and our employees as rapidly as possible.

We agree to review and discuss ways and means of encouraging employees and grievance representatives to use the grievance and arbitration procedure as the exclusive contractual method to resolve claims of denial of equal application rights.

We further agree that it will be appropriate for the UAW-Dana Department and the representative of the Division General Managers to meet periodically to review pertinent legislation, administrative rulings, court decisions, or any other matter of mutual interest relative to equal employment opportunities.

Sincerely,  
Chris Bueter  
Industrial Relations

/k/w

December 4, 1983  
No. 4

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

RE: Employment Orientation

Dear Mr. St. Pierre:

During our recent negotiations, we discussed the matter of employee orientation.

We have agreed that continuing improvement in orientation programs at each plant is mutually desirable, and that the Union should participate in such programs.

It was further agreed that orientation should take place as soon as practical after hire and that it should be on Company time.

Although recognizing that plant programs are tailored to local needs and are in various stages of development, nonetheless, we have agreed that managers and union representatives will meet as soon as practical after the ratification of our agreement in order to discuss ways and means of assuring continued program improvements.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kpw

70

December 4, 1983  
No. 5

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Employee Privileges

Dear Mr. St. Pierre:

During the course of our collective bargaining meetings on the Master Contract, the Union asked the Company to give them a letter of intent on the question of Employee Privileges. This is in response to your request.

During the negotiations on our Master Agreement, you asked us for a contract clause which provided that all reasonable privileges now enjoyed would be continued. We told the Union that we could not agree to such a clause unless we itemized each privilege that the Union had in mind. As a result of this discussion, you asked me to write you a letter outlining our position on the matter.

It is not our policy or intention to make big changes in the day-to-day practices now in force. Both the Union and the Company realize that they cannot stop progress and so, in the future, as in the past, it will be necessary to make adjustments to fit the current circumstance. Before any major privileges are changed or removed, we shall consult you or your International Union Representative.

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We agree to the continuance of the policy set forth above. If there is a disagreement with a change proposed by the Company, the Union may resort to the Grievance Procedure.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/k/jw

December 4, 1983  
No. 6

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: First Aid and Medical Coverage

Dear Mr. St. Pierre:

During negotiations in 1979, the Union requested from the Company a letter of intent on medical and first aid coverage at the various Dana plants.

We are in agreement with you on providing such coverage. Obviously, it is to our mutual advantage to make available these services.

Subject to the problems of plant location, the availability of qualified attendants and the proximity of clinics and hospitals, we agree to take note of this matter and do everything we can to provide adequate medical and first aid coverage.

Rest assured, we are cognizant of your request and during the course of this agreement will take all steps necessary to accomplish our mutual objectives.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/k/jw

November 18, 1998  
No. 7

Ms. Elizabeth Bunn  
Vice President & Director  
U.A.W. Dana Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Health and Safety

Dear Ms. Bunn:

During our Master Contract negotiations, both the Company and the Union clearly established concern for assuring safe and healthful working conditions for all employees. The physical well-being of our employees in Dana plants must receive the highest priority of attention by both parties. To this end it was agreed that the Safety Committees established at each local should continually review their particular plant record, review and update their plant safety and health programs, and to take a more active participation in their facility regarding health and safety matters. It was concluded that it will be desirable for the UAW-Dana Department and the representative of the Division General Managers to meet periodically to discuss matters of mutual interests which pertain to employee health and safety.

Accordingly, this letter will confirm the Company's willingness to meet from time to time upon request of the UAW-Dana Department. Both parties will be prepared to address subjects such as safety training and education, work place ergonomics, industrial hygiene, and preventive maintenance programs and other innovative programs which promulgate safety and health in the work place. The parties will be free to make recommendations to

local plant safety committees and/or set up pilot programs in cooperation with local plant safety committees for the purpose of implementing the above mentioned safety innovations.

To further support and enhance both parties' commitment to the health and safety of all employees, the parties agree to meet as often as annually, upon request by either party, at each location covered by this agreement to review and discuss matters of mutual interest which pertain to employee health and safety. Such meetings will take place at a time and location mutually agreed upon by the Company and the Union and will include a status report for that location from the Corporation's Risk Management Group. These meetings will last no longer than one (1) day.

We agree that the term "Safety" shall include conditions and methods of sanitation and hygiene necessary for the protection of life, health and safety of employees. We recognize the desirability of minimizing in-plant pollution of air, water and noise and shall continue our endeavors to ventilate our facilities so as to eliminate or reduce excessive smoke, fumes or unsafe conditions. It is our objective that no employee shall be expected to continue work on any job where an unhealthy or unsafe condition exists.

Upon request the Company will provide to each employee and/or his physician a complete report of the results of any tests or examinations required by the Company concerning the employee's health as it may be affected by his working environment.

With respect to medical records, employees upon written request may see and obtain a copy of their medical record during non-working hours, except in the rare circumstance in which the Company physician believes the medical

reasons make it advisable that the employee's private physician determine what information should be given the employee and how best to do it.

Examples of such situations are psychiatric illness, cancer or prognosis of terminal illness. In cases where the Company physician will provide an employee with a copy of the record, the Company physician may state a preference for either explaining the record to the employee or having the employee authorize release of the record to the personal physician. However, if the employee still wants a copy, it will be provided, except in the circumstances described above.

The plant Safety Committee will prepare and maintain a list of known toxic substances used in the plant, exposure to which may be unhealthy or dangerous.

In summarizing our overall health and safety policy we will endeavor to meet the requirements of applicable state and federal laws and will continue to operate our facilities in the safest possible manner.

Sincerely,  
D.C. Warders  
Director, Industrial Relations

/bw

December 4, 1983  
No. 8

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Leave of Absence for UAW Scholarships

Dear Mr. St. Pierre:

Employees who are selected by the Union to receive UAW Educational Scholarships will be given an appropriate leave of absence for this purpose for not more than two (2) consecutive weeks. Insurance premiums will be paid by the Company for such leaves.

Notice of designation of scholarship recipients must be provided to the Company locally no later than thirty (30) days prior to the effective date of such scholarships.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kpw

December 4, 1983  
No. 9

Mr. B. N. Cole  
Vice President  
Industrial Relations  
Dana Corporation  
P.O. Box 1000  
Toledo, OH 43697

RE: Hours and Premium Pay

Dear Mr. Cole:

In the discussions relative to Article 40 of the Master Agreement - "Hours and Premium Pay" - the Company agreed to the Union's proposal to continue the practice whereby overtime is not compulsory.

In this regard, we agree that each employee shall individually exercise the option to work overtime and shall exercise such option without undue influence or direction by other employee(s) or the Union.

As part of these discussions the Union agreed that it was not a policy of the International Union and its Local Unions to condone a concerted effort to deny overtime work. If during the course of this collective bargaining agreement there is an alleged effort to deny overtime work, and the matter is not resolved by the Local Plant Management and the Local Union Officials, it will be brought to the attention of the UAW-Dana Department.

Sincerely,  
Robert St. Pierre  
Administrative Assistant  
to Secretary-Treasurer  
Raymond Majerus

/kjw

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December 4, 1983  
No. 10

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Hours and Premium Pay

Dear Mr. St. Pierre:

In the discussion relative to Article 40 of the Master Agreement, "Hours and Premium Pay," the Union confirmed its policy with regard to concerted efforts to deny overtime work. The Company responded in the following manner.

The Company reserves the right to impose discipline if situations develop in which employees abuse our system of voluntary overtime by acting in concert to refuse such assignments. An employee's decision to refuse an overtime assignment cannot be based upon undue influence by others. The Union does not condone and the Company will not permit employees to influence other employees in a manner contrary to our expressed intent.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjw

BLS  
FILE COPY

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December 7, 1992  
No. 11

Ms. Carolyn Forrest  
UAW Vice President and  
Director, Dana Department  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Moonlighting

Dear Ms. Forrest:

During the course of the collective bargaining meetings of the Master Agreement, the Union asked the Company to give them a letter of intent regarding the article in the Master Agreement entitled "Moonlighting."

We concur with your thinking that an employee of Dana should not work for another employer and hold two jobs.

Sincerely,  
George H. Park  
Director, Industrial Relations

December 7, 1992  
No. 12

Ms. Carolyn Forrest  
UAW Vice President, Dana Department  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Plant Closing and/or Discontinuance of  
Operations

Dear Ms. Forrest:

During the course of the 1983 negotiations, the Union raised the problem of placing employees into other Dana plants in the event of the phasing out or shutdown of a plant or office.

Although the Corporation cannot guarantee the continued existence of any operation, we are fully aware of the dislocation, personal inconvenience and readjustments which employees undergo under such circumstances.

Our fringe benefit areas have been designed to cushion, to a great extent, the effect of a plant closure. The labor agreement also provides for inter-plant transfer rights upon layoff.

In the event of a plant, or office closing, we will meet with the International Union as far in advance as practicable and will negotiate the application of transfer rights where feasible based upon the particular circumstances. Such negotiations will address itself to:

- Transfer of employee with seniority to other plants.
- Replacing employees hired on or after December 5, 1983.
- Seniority application of employees transferred to other plants.

- Folding in of employees into other plants in the labor market area.
- The application of attritional transfers over a period of time.
- Application and continuation of benefits.
- Other alternatives to which the parties may agree.

In addition, the Company will, where discontinuance of operation occurs due to one or more of the following causes: plant close down, discontinuance of manufacture of a product, transfer of a product to another plant, or sale of a product, and such action results in a layoff of one or more employees whether directly or indirectly, list such employees, having at least one year of seniority, by name and designate them as displaced employees.

A. A displaced employee from any plant covered by this Agreement, who desires employment at any Dana facility, may make written application and will be given preference along with laid off employees from other Dana facilities, over new applicants and will be considered on the basis of date of application provided the employee is qualified and is available for work.

Applications filed by displaced employees will be considered valid for a 6-calendar month period. An applicant must re-affirm in writing his continuing availability for work prior to the end of each 6-month period.

Upon being hired in any plant, or upon being recalled to any former plants, all applications filed in other plants become invalid. It is the responsibility of the employee to notify the employment office where he has filed written applications in other plants, that he has been hired or recalled in another plant.

Written forms for this purpose will be made available by the hiring plant.

An employee hired through this procedure shall be considered a new employee and shall serve the normal probationary period of the hiring facility.

B. Upon acceptance of employment and successful completion of the probationary period, displaced employees shall forfeit seniority rights in any other plant upon receipt of a moving allowance as covered in Article 72.

In the event of a plant closing, the employment rights of displaced employees shall continue as agreed to by the parties in the then existing Master and Local Supplementary Agreements until those agreements have ceased to exist in accordance with their terms. It is further agreed that such displaced employees shall be covered under terms concerning transfers between plants of the next succeeding Master Agreement. Additionally, it is understood that these provisions in no way violate any continuing legal rights regarding displaced employees.

Sincerely,  
George H. Park  
Director, Industrial Relations

**MEMO OF UNDERSTANDING**

RE: Government Action

- Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.

**JOINT STATEMENT  
QUALITY OF WORK LIFE**

The Dana Corporation and the International UAW have recognized their respective responsibilities to develop improvements in the work environment. Both parties maintain that an adversary relationship in labor matters is counterproductive.

During the past several years, this mature Management-Union relationship has enabled the parties to implement programs at several of our plants, making possible the continued existence of certain operations which had found themselves in economic trouble.

It is readily understandable that future success in our very competitive business depends in large measure upon the ability to create a work environment which enables each person to contribute his knowledge, skill, ability and experience to the health of the enterprise as a whole. Neither party can condone wastefulness in any manner - be it of people, plant, machinery or material.

Both Dana and the International UAW agree to continue the exploration and development of innovative programs conducive to positive attitudes on the part of all our people.

December 4, 1983  
No. 15

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Dana Department  
8000 E. Jefferson  
Detroit, MI 48214

RE: Review of Personnel Records

Dear Mr. St. Pierre:

During the current negotiations, the Union expressed concern regarding the rights of employees working outside the State of Michigan to review their personnel records. The right of employees to inspect their own personnel files was afforded employees in Michigan in accordance with the 1978 Michigan Employee Right to Know Act.

This will confirm that the right to review individual personnel records outside of the employee's regular working hours as established by the above-mentioned Michigan law, will be extended as a matter of policy to Dana Corporation employees covered by the Master Agreement.

Sincerely,  
B.N. Cole  
Vice President  
Industrial Relations

/kjlw

December 4, 1983  
No. 16

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Ave.  
Detroit, Michigan 48214

RE: Holiday Pay & Disciplinary Layoffs

Dear Mr. St. Pierre:

During the current negotiations the parties discussed the situation where the duration of an impending disciplinary layoff would encompass a specified holiday or an Additional Compensation Day. It was mutually recognized that a wide variety of local practices exist on whether loss of holiday pay is appropriately included in the layoff penalty.

To insure uniformity between plant locations in the administration of discipline in such situations, the Corporation advised the Union that as a matter of policy, as of the effective date of the 1979 Master Agreement, loss of holiday pay will not be included as part of the disciplinary penalty assessed and the paid holidays shall not count toward any penalty involving time off.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjlw

December 4, 1983  
No. 17

Mr. B. N. Cole  
Vice President  
Industrial Relations  
Dana Corporation  
P.O. Box 1000  
Toledo, OH 43697

RE: Excessive or Unwarranted Casual  
Absenteeism

Dear Mr. Cole:

In reference to the discussions that have taken place during our negotiations concerning unwarranted absences of employees in Dana plants, we recognize that this has created a problem for the International Union, the Local Unions, our members, and the Company, as well.

In addition, both parties recognize that high levels of unwarranted absences are harmful to the business in lines of cost, quality and efficiency and that the resulting stresses on the business constitutes a very real threat to the job security of all employees.

Absence from work is often fully warranted because the worker has good reason for such absence. However, based upon the ever-rising figures of casual absenteeism, too many workers simply do not fulfill their obligation to come to work, even when fully capable of doing so.

We are deeply concerned over the effects that unwarranted absences have upon our members and upon the ability of the Union to provide support for those who are legitimately away from work. We are in agreement with the Company that unwarranted casual absenteeism is wrong. It is our intention to explore ways and means of reducing these kinds of abuses.

Our policy is based upon the recognition that the overwhelming majority of our members who attend work regularly are the ones who in the final analysis suffer the direct effects of unwarranted absences by fellow workers.

Therefore, we agree with you to establish a policy to deal with this matter. In this regard, we are in agreement to develop and implement projects designed to reduce and minimize unwarranted absences. We are in agreement to undertake these projects as soon as possible.

Yours very truly,  
Robert St. Pierre  
Administrative Assistant  
to Secretary-Treasurer  
Raymond Majerus

DER/ts

December 4, 1983  
No. 18

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Ave.  
Detroit, MI 48214

RE: Preferential Hiring

Dear Mr. St. Pierre:

During the course of our negotiations leading to the 1983 Dana-UAW Master Agreement, we discussed at great length the relationship of the Dana Corporation and the UAW and the affect upon that relationship of any new manufacturing facilities which we might establish in the future.

We advised you that we have a working relationship with other labor organizations and to grant preference to your union at new facilities over the others, would be inappropriate. However, we confirm the following commitment for the term of the 1983 Dana-UAW Master Agreement:

Should we open any new manufacturing operations\* to produce products the same as those being produced at manufacturing plants in which the UAW is currently the bargaining representative of our employees, for the first 24 months after production begins at the new plant(s), the Company shall grant preferential hiring for production and maintenance jobs to employees with one or more years seniority in the following order of priority:

A. Initial preference shall be extended to UAW P&M and Office Unit employees from the plant(s) which is

producing the same product, along with other employees from the same plant(s).

B. Next preference shall be extended to UAW P&M and Office Unit employees from other plants who have been laid off for a continuous period of six months or more and who continue in that status, along with other laid off Dana employees.

\*A new facility established by the transfer of a store or warehousing operation from a Dana-UAW Master facility, shall also be covered by this letter-agreement.

The Company will provide to eligible employees the following uniform method of making opportunities for preferential hiring available:

C. The Company will notify the UAW-Dana Department, not less than thirty days prior to the commencement of hiring, of employment opportunities at a new facility. Such notification will include the location, approximate rates of pay, and anticipated date of start-up. Local Management at the UAW-represented plant(s) which produces the same product as the new facility will also furnish this information to its active and laid off employees.

D. An employee interested in being considered for employment at a new facility should request and complete a Preferential Hiring request at his home plant. The Personnel Department will forward the request to the designated employment office which is assigned the hiring responsibility. Such transfer will be given preference over non-Dana people. The request will be valid for a period of six months from date of filing and the employee must re-apply in order to extend the six-month period.

Employees will be given preference provided they are qualified and available for work.

E. An employee transferred under these provisions will be considered a voluntary quit at his home plant after sixty (60) days of employment at the new facility. Accordingly, an employee so transferred may not, after his first sixty (60) days of employment, elect to return to either active or inactive status at his home plant. However, if such employee was hired at the new facility from layoff status at his home plant, and he continues to be employed at the new facility, he may, for up to one (1) year from his date of hire, be recalled to his home plant with full seniority. At the completion of one year at the new facility, such employee shall be granted a one-time election to either remain at the new facility or resign his employment at the new facility and return to layoff status at his home plant, with full seniority.

F. An employee's acceptance of employment at the second plant shall cause his name to be removed from all other preferential hiring request listings.

G. If an applicant refuses an offer of employment after having made application, his name will be removed for a period of one (1) year from the list of those employees who have applied for preferential hiring consideration at the new facility. If he accepts an offer of employment, but fails to appear on his designated starting date, he will not be eligible for preferential consideration at any new facility for a period of one (1) year.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjl

May 14, 1989  
No. 19

Ms. Odessa Komer  
Vice President  
International Union U.A.W.  
Solidarity House  
8000 E. Jefferson Avenue  
Detroit, MI 48214

RE: Vacation Time Off/Article 71

Dear Ms. Komer:

At the 1983 Master negotiations, discussions resulted in agreement with regard to vacation time off for employees who transfer under Article 71.

If, under Article 71, an employee transfers to another plant after having been laid off as the result of a plant shutdown, his vacation time off, beginning with the first full vacation year after his date of hire, shall be based upon his total, continuous seniority with the Company.

In addition, this will confirm our understanding that any employee who transfers under Article 71, and forfeits his seniority under Article 72 or subsequently refuses recall to his plant of origin shall be allowed vacation time off based upon his total, continuous seniority with the Company in the same manner described above.

Sincerely,  
Robert Arquette  
Director  
Industrial Relations

/bw

**Memorandum of Agreement  
JOB SECURITY/GUARANTEED  
INCOME PROGRAM**

The Master Agreement currently provides job and benefit security provisions which cushion the effects of a plant closing or discontinuance of operations. In addition, preferential hiring (with Moving Allowances) at other Dana facilities is a major feature of our Agreement.

Effective with the 1998 Master Agreement, the Company will also make available to employees who are laid off on or after the effective date of the 1998 Agreement, and under certain specified circumstances, the following program:

**I. JOB SECURITY SEPARATION PLAN -  
OPERATING PLANTS**

- A. If, for any period commencing on or after December 7, 1998, the contributions made to the SUB Fund are not sufficient to pay Regular Benefits otherwise payable under the SUB Plan to employees laid off after December 7, 1998, with five or more years of seniority at time of layoff, the Company shall make additional contributions to the Fund of an amount sufficient to pay such Regular Benefits, up to a maximum of \$3.5 million.

**II. JOB SECURITY SEPARATION PLAN - PLANT  
CLOSINGS**

During the course of the 1998 Master negotiations, the Union asked for specific assurance that the Company would not close down any plant covered by this Agreement.

The Company advised the Union's negotiating committee that a plant's ability to maintain operations is often subject to customer and market influences beyond its control. Accordingly, there is no practical way we could give assurance against a plant closing.

Should it become necessary to discontinue an operation, the Company will give the Union a minimum of six months' advance notice, whenever it is practicable to do so, as we always have in the past.

In addition, the following will provide additional income security for employees affected by such a closing:

- A. Employees with one (1) or more years of seniority who have been on the active payroll within twelve (12) months prior to cessation of operations or the effective date of this Agreement, whichever date is earlier, will receive weekly benefits for a duration not to exceed 52 weeks following their dates of layoff, notwithstanding the expiration of the 1998 Agreement and their resultant loss of seniority (or for employees who are disabled, 52 weeks from the date they would have been laid off if they had not been disabled):

**Amount of Weekly Benefit:**

100% of net pay, reduced for unemployment compensation, earnings from other employers (except the first 20% of such earnings), holiday pay, or any state or federal benefit payable to persons on account of their unemployment.

Employment at another Dana facility or eligibility for Workers' Compensation and/or Disability Benefits discontinues eligibility for Weekly Benefits under this section.

B. An employee with one or more years of seniority at the time of layoff may elect to receive a lump sum bonus of \$500 for each year of his seniority, up to a maximum of 25 years. This bonus must be applied for within the 52-week period after layoff. The lump sum bonus shall be reduced by the amount of any wages or benefit paid to the employee from any source financed in whole or partially by Company contributions, including state or federal benefits payable on account of unemployment. Receipt of a lump sum bonus will result in forfeiture of seniority and continuing benefit entitlements, except Death Benefits and Health Care coverage (except Dental) which shall continue for two additional calendar months if the employee applies for the lump sum bonus within 60 days following his layoff. Application filed thereafter will extend Death Benefits and Health Care coverage (except Dental) to the first of the month following the date of application.

An employee employed at another Dana facility shall not be eligible for the lump sum bonus provided herein.

The Company will commit an amount not to exceed \$4.0 million to provide benefits as outlined in IIA above.

Eligibility for the Benefits provided in this Section II, cancels an employee's eligibility for benefits under Supplement D, Supplemental Unemployment Benefit Plan.

Payment of weekly benefits under this memo will continue to be made in accordance with the practices established under the 1989 Master Agreement. Questions of eligibility for benefits will be decided using Supplement 'D' as a guideline.

September 17, 1992  
No. 21

Ms. Carolyn Forrest  
Vice President and Director  
UAW Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Ms. Forrest:

During the 1992 Master Negotiations, a question of interpretation arose concerning the application of a Moving Allowance to an employee whose spouse (or other family member(s)) moves with him, but more than six months following the employee's relocation.

The parties agreed that such employee will be entitled to the "Married Employees" allowance.

Sincerely,  
George H. Park  
Director- Labor Relations

December 4, 1995  
No. 22

Ms. Carolyn Forrest  
Vice President and Director  
UAW Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Re: Article 72 Moving Allowances - Forfeiture of  
Seniority

Dear Ms. Forrest:

During the 1995 Negotiations, the parties discussed at length the provisions of Master Article 72 - Moving Allowances and specifically Number 5 of this provision which states, "Upon receipt of a Moving Allowance, he shall forfeit his seniority rights in any other plant."

The parties concur that when both members of a family living in the same residence are transferred pursuant to Master Article 71 and are eligible for a Moving Allowance under the provisions of Article 72, the family member applying for the Moving Allowance will be the employee affected in Article 72, Section 5, as the employee forfeiting his seniority rights in any other plant.

This understanding does not change, modify, or amend the interpretation of Article 72 and will not change, modify, or amend any benefit payable to the employee applying for such benefits.

Sincerely,  
Chris Bueter  
Industrial Relations

**SUPPLEMENT E  
COST-OF-LIVING ALLOWANCE**

The Company and the Union agree that employees shall be covered by the provisions of a Cost-of-Living Allowance as follows:

A. The amount of the Cost-of-Living Allowance shall be determined as provided below on the basis of the Consumer's Price Index, United States City Average, for Urban Wage Earners and Clerical Workers, (revised, CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor, (1967 equals 100) herein referred to as the BLS Consumer's Price Index.

B. Effective December 7, 1998, and thereafter during the period of this Agreement, each employee covered by this Agreement shall receive a Cost-of-Living Allowance as set forth in this Agreement.

C. Thereafter during the period of this Agreement, adjustments in the Cost-of-Living Allowance shall be made at the following times:

**Effective Date of Adjustment:**  
First Pay Period beginning on or after: December 7, 1998, and at first pay periods beginning after three-calendar-month intervals thereafter to September, 2001.

**Based Upon Three Month Average of The BLS Consumer Price Indexes for:**  
August, September, and October, 1998, and at three-calendar-month intervals thereafter to May, June and July, 2001.

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

In no event will a decline in the three-month average BLS Consumer Price Index below 474.3 provide the basis for a reduction in the reducible float or in the rate for any classification.

Pay adjustments made in any period applicable to any previous period will include the Cost-of-Living Allowance applicable during the period to which the adjustments relate.

D. The parties to this Agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for September, 1998, unless otherwise agreed upon by the parties.

E. The Cost-of-Living Allowance shall not be added to the base or day rates for any classification except as otherwise provided under Supplement F, but shall be computed on the basis of the hours paid times the amount allowable by the Index and shall be taken into account in computing overtime, holiday pay, jury duty, bereavement and short-term military duty.

**F. Amount of Allowance**

The amount of the Cost-of-Living Allowance shall be five cents (5¢) per hour effective December 7, 1998. In addition, effective December 7, 1998, and for any period thereafter, as provided in Section C above, the Cost-of-Living Allowance shall be in accordance with the following table except as otherwise provided under Supplement F and/or local agreements.

Three-Month Average BLS Consumer Price Index	Cost-of-Living Allowance
474.3 or less	None
474.4 - 474.5	1¢ per hour
474.6 - 474.8	2¢ per hour

474.9 - 475.1	3¢ per hour
475.2 - 475.3	4¢ per hour
475.4 - 475.6	5¢ per hour
475.7 - 475.8	6¢ per hour
475.9 - 476.1	7¢ per hour
476.2 - 476.4	8¢ per hour
476.5 - 476.6	9¢ per hour
476.7 - 476.9	10¢ per hour

and so forth with 1¢ adjustment for each 0.26 change in the Average Index for the appropriate three months as indicated in Paragraph C.

The Company will retain the entire amount of the increase generated by the COL formula for the two (2) periods beginning December 7, 1998, and March 1, 1999. For each COL adjustment beginning June 7, 1999, and September 6, 1999, the amount of increase required for each of these three month periods shall be reduced by four (\$.04) cents or by the amount of the increase, whichever is less. For each COL adjustment beginning December 6, 1999, and March 6, 2000, the amount of increase required for each of these three periods shall be reduced by two cents (\$.02) or by the amount of the increase, whichever is less. The COL table shall be adjusted immediately after each of the above adjustment dates to reflect the permanent retentions described herein. However, there shall be no reduction as provided herein in any three-month period in which the cost-of-living allowance required by the table is equal to or less than the amount of cost-of-living allowance provided by the table in the preceding three-month period.

**G. Adjustment Procedure**

In the event the Bureau of Labor Statistics shall not issue the appropriate indexes on or before the beginning of one of the pay periods referred to in Section C any adjustment in the Allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

No retroactive adjustments shall be made in the amount of the Cost-of-Living Allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the Allowance shall have been determined.

## SUPPLEMENT F WAGE ADJUSTMENTS

Following ratification of the Master Agreement and the Local Supplementary Agreements, by plant, the following COLA FOLD-IN, PERFORMANCE BONUS PAYMENTS, and a GENERAL WAGE INCREASE shall be granted to employees covered by this Agreement.

### A. COLA Fold-In

For all employees covered by the provisions of this Supplement, all of the current Cost-of-Living Allowance in effect at each plant on December 7, 1998, except five cents (5¢), will be transferred to hourly rates. For incentive employees, the amount of COLA transferred to base rates will be factored in accordance with local factoring agreements. The formula for accomplishing this should consider the various types of incentive plans and the average earnings experienced at each location plant-wide or by department or group within a plant, whichever basis is most fitting, in a manner which results in no greater or lesser cost in cents per hour to the Company than the amount of the COLA to be transferred for the incentive worker when he is producing at the average earning level of his plant, department or group.

### B. Performance Bonus Payments

Payable commencing the third pay day following ratification of the Master Agreement and the Local Supplementary Agreements, by plant, each Bargaining Unit employee covered by this Supplement will be paid a Performance Bonus in the amount of three percent (3.0%) of his earnings, exclusive of shift premium during the fifty-two (52) pay periods ending December 6, 1998.

Within two weeks following December 6, 1999, each Bargaining Unit employee covered by this Supplement will be paid a Performance Bonus in the amount of two and one-half percent (2.5%) of his earnings, exclusive of shift

premium, during the fifty-two (52) pay periods ending December 5, 1999.

The Performance Bonuses noted above will be paid in a separate pay check.

Qualified earnings (earnings for the purpose of calculating these bonus payments) will be all wages paid except shift premium. An employee whose only earnings are vacation and or Performance Bonus pay shall not receive a Performance Bonus. Employees who retire pursuant to the Pension Agreement, during the qualifying period, will be paid a Performance Bonus, along with other employees in the same manner described above. A Performance Bonus will be paid to the estate of the deceased employee.

C. General Wage Increase

Effective December 4, 2000, each P&M and O.U. employee shall be granted a two and one-half percent (2-1/2%) General Wage Increase. The method of accomplishing this shall be to add two and one-half percent (2-1/2%) to the base hourly rate of each incentive and non-incentive classification, including the minimum and maximum rates for spread rate classifications, exclusive of COLA and shift premiums.

**SUPPLEMENT A  
SKILLED TRADES MASTER AGREEMENT**

(This Supplement applies to all facilities that establish a training program in conformance with the UAW Skilled Trades standards and who are specifically included by agreement between the Company, the UAW-Dana Department, and the local parties to this Agreement.)

1. For the purpose of this agreement, Skilled Trades Departments shall mean the Tool Departments and the Maintenance Departments and shall include in these departments such trades and classifications as are listed in each Local Agreement and initially agreed to or amended thereafter.

In a skilled department, where there is more than one classification of work within a trade, such classifications shall be held to as few as possible in keeping with UAW standards and the needs of the department.

**SENIORITY**

2. Seniority of Journeymen in the Skilled Trades Department shall begin as of date of entry into such department except graduates of the apprenticeship or upgrader programs, who shall have seniority as provided for in the apprenticeship standards or upgrader programs.

A Skilled Trades employee covered by this agreement cannot exercise his seniority in production or non-production departments, nor can a production or non-production employee exercise his seniority in the Skilled Trades Departments or occupations.

Seniority lists established as of the signing of this agreement shall remain in effect unless changes are mutually agreed to on a local basis.

### APPRENTICE PROGRAMS AND/OR UPGRADER PROGRAM

3. An apprentice program is presently in effect in the Pottstown, Lima and Richmond Machining factories. When it is deemed advisable, the apprentice program shall be expanded to include other bargaining units. The standard UAW Apprentice Program shall be adhered to as closely as possible. Any new or existing Skilled Trades agreements or updated agreements shall be approved by the UAW-Dana Department and the Company.

Local Unions and local Managements may arrange an apprentice program and/or upgrader program for Skilled Trades but any such program must have written approval of both the UAW-Dana Department and the Company.

Upon acceptance into a Dana-UAW Apprenticeship program, an apprentice will be furnished with a tool box which will become the apprentice's personal property upon graduation. Each plant's Apprenticeship Committee will determine the style of the tool boxes and will arrange for the purchase.

Each apprentice will also receive a tool allowance of \$1,100.00 which will be increased by 3% January 1<sup>st</sup> of each year beginning January 1, 1999. The first 1/10<sup>th</sup> of the total allowance will be provided at the time the apprentice receives his or her tool box. An additional 1/10<sup>th</sup> of the total allowance will be provided at the completion of each period of 800 hours of work until the total tool allowance has been provided. There shall be no duplication of the tool box or tool allowance.

### JOURNEYMAN

4. The term "Journeyman," as used in this agreement, shall mean any person:

A. Who presently holds a Journeyman classification in the plant in the Skilled Trades occupations.

B. Who has served a bona fide apprenticeship under standards acceptable to the UAW and has his certificate to substantiate such services.

C. Who has had eight (8) years of practical experience and can prove same with proper affidavits or work records.

The Company shall consider the possession of a UAW Journeyman card as presumptive proof of qualification under "B" and "C" above.

An employee presently holding Skilled Trades classification, who has not had eight (8) years of experience in the trade or does not hold a UAW Journeyman's card, shall be listed by name and classification and shall thereafter be considered as a contractual Journeyman in this classification until such time as he acquires eight (8) years of experience in the trade or is granted a UAW Skilled Trades Journeyman's card.

5. Any further employment in the Skilled Trades occupations in this plant, after signing of this agreement, shall be limited to Journeymen and apprentices unless otherwise provided for in Local Agreements.

6. Wherever the Skilled Trades occupations are required to increase their work force and Journeymen are not available, an upgrader employee agreement may be negotiated. Upgrader employees will accumulate seniority towards Journeyman status in accordance with the Local Agreement.

A changeover agreement may be negotiated for temporary measures for a period not to exceed six (6) months. Changeover agreements shall provide that the changeover employee will not accumulate seniority or permanent status in the skilled department.

Such agreements shall fully protect the equity of the skilled Journeymen.

7. In cases of layoff in the Skilled Trades Departments, the following procedure shall be used:

- A. Changeover employees will be severed first.
- B. Upgrader employees will be laid off next.
- C. Probationary Journeymen will be laid off next.
- D. Youngest seniority employee within the occupation next.
- E. Apprentices will be laid off in accordance with the local apprenticeship agreement.
- F. Recalls shall be made in the reverse order of the layoffs.

8. Overtime, bidding or bumping within the Skilled Trades Departments or occupations shall be arranged in each Local Agreement.

9. In each location, a Committee shall be set up of an equal number from the Company and the Union to meet and discuss Skilled Trades matters, such as work schedules, manpower needs, special projects, and matters related to the stability of Skilled Trades work force. The Committee shall not exceed six (6) in number and a record shall be kept concerning such discussion.

10. Before a sub-contractor is brought into the plant, the designated Union representative will be given as much advance notice as possible in writing but in any event at least twenty-four (24) hours before the start of work by the sub-contractor. In an emergency, a Union Committeeman or Steward will be notified orally before the sub-contractor

starts to work and such oral notice will be followed by notice in writing.

The intent of the Company during the life of this agreement is to stabilize its business in such a manner that sub-contractors shall not be working on a job when employees in the Skilled Trades Departments are laid off. Further, the provisions of the Master Agreement regarding sub-contracting shall apply in such cases.

11. There shall be time allowed Union Representatives on Skilled Trades problems as set forth in each Local Agreement.

12. As far as possible all non-standard job titles in all plants covered by this agreement shall be standardized in accordance with UAW Skilled Trades Policy.

13. All parts of the Bargaining Agreement to which this Master Agreement is appended, which are not inconsistent with this supplement or any of the Local Skilled Trades agreements, shall apply to the Skilled Trades workers.

December 4, 1983  
No. A-1

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Skilled Trades Matters

Dear Mr. St. Pierre:

*Apprentices and Upgraders*

During our discussion, the Union has raised with representatives of the Dana Corporation important matters relative to Company and Union practices concerning Skilled Trades employees covered under Supplement A. We agree that when additional employees in the Skilled Trades occupations and classifications are required in order to increase the work force, or replacements are required caused by death, quits, retirements, etc., the Company will hire journeymen, or will add apprentices based upon an agreed ratio to skilled workers in those plants in which there is presently an apprenticeship program, or will utilize an upgrader training program.

Further, based upon the needs and requirements of the respective plants, we agree that in those plants in which facilities are available and there is not presently an apprenticeship or upgrader program, such program shall be negotiated and established.

In plants where there are established programs, such apprenticeship or upgrader programs shall be expanded to include additional trades where needed. We understand and agree with the Union's position that such Skilled Trades programs shall be approved by the International Union, UAW-Dana Department.

Supplement A Page-6

The former Skilled Trades Agreement provided for changeover agreements. However, it is now agreed that a changeover agreement is not a satisfactory substitute for a training program. Changeover agreements now in effect will be phased out during the term of this contract and changeover employees will be phased into upgrader programs. Any further establishment of changeover agreements will only be utilized as a temporary stopgap in the event of a major emergency and then only for a maximum of six months.

In their place, upgrader programs will be devised in line with UAW policy based upon the respective needs and requirements of the plants. Seniority and training experience will be accumulated by upgraders toward the ultimate objective of recognition as *Journeymen*. Their method of selection and rate of pay will be a matter for negotiation locally by the plants covered by the Skilled Trades Agreement, in line with UAW policy.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjlw

Supplement A Page-7

December 8, 1986  
No. A-2

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Skilled Trades - Lines of Demarcation

Dear Mr. St. Pierre:

Representatives of the Company and the Union have expended a substantial amount of time during the 1986 negotiations discussing the matter of skilled trades work assignments without finding a mutually satisfactory resolution of the problem.

Confirming our discussion on this matter, this is to advise that the Company is agreeable to the establishment of a joint management-labor committee comprised of three management and three union representatives to explore the feasibility and practicability of lines of demarcation between the skilled trades. The differing conditions at our plant sites indicate a more practical and meaningful solution could be developed between the local parties.

The Company representatives will be prepared to meet on request during the life of the 1986 Collective Bargaining Agreement at a mutually acceptable time and place.

Sincerely,  
George H. Park  
Manager - Labor Relations

/kpw

Supplement A Page-8

December 4, 1983  
No. A-3

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Metric Tools

Dear Mr. St. Pierre:

In the negotiations leading to the new Collective Bargaining Agreement, the parties discussed the subject of conversion to the metric system and its effect on certain employee-owned tools.

During these discussions, the Corporation indicated its intention to make available during the transition period necessary metric tools and calibrated measuring instruments to skilled trades employees when required in the performance of their work. Such tools will be made available by the Company and charged out to skilled trades employees when they have need for them to perform their in-plant functions.

This does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing such tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties (except as provided in the preceding paragraph).

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kpw

Supplement A Page-9

May 14, 1989  
No. A-4

Ms. Odessa Komer  
Vice President  
International Union U.A.W.  
Solidarity House  
8000 E. Jefferson Avenue  
Detroit, MI 48214

RE: Technology - Supplement A - Skilled Trades

Dear Ms. Komer:

During the 1979 negotiations, the UAW International requested a statement of the Corporation policy with regard to technological developments.

The Company will give the Union advance information of any decision it may make to apply technology which may change substantially the nature of the Skilled Trades occupation and/or classification by introducing new skills not contained in the UAW Skilled Trades Standards, wherever possible.

It is not intended that the Skilled Trades be made obsolete by the introduction of technology, but rather that new skills complement old skills.

Wherever practicable, an opportunity will be provided skilled tradesmen to become qualified to assimilate new skills which appropriately fall within the Skilled Trades. Training for new skills will be provided in whatever manner is appropriate; however, every effort will be made to conduct in-plant training during regular hours of work.

Considering the availability and competency of local training, it may be necessary for programs of related classroom instruction to be conducted outside of regular working hours. These training programs are, as always, on

Supplement A Page-10

a voluntary basis and the expense of providing such training will be the responsibility of the company.

Apprentice programs shall be revised to reflect changes brought about by the introduction of new technology.

Sincerely,  
Robert Arquette  
Director, Industrial Relations

Supplement A Page-11

December 4, 1995  
No. A-5

Ms. Carolyn Forrest  
Vice President and Director  
UAW Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Journeymen Assisting Factory Servicemen

Dear Ms. Forrest:

During the course of our discussions regarding Supplement A, Skilled Trades Agreement, you asked me to clarify the Company's position relative to Journeymen assisting factory servicemen.

When factory servicemen are called into work on equipment under warranty where new technology is required, the Company will, where appropriate, assign a journeyman to be with the factory servicemen. In such cases, the purpose of assigning a journeyman to be with the factory serviceman should be to increase the knowledge and skill of our journeymen so they will have the ability to efficiently repair such equipment.

Sincerely,  
Chris Bueter  
Industrial Relations

/kjlw

Supplement A Page-12

December 4, 1983  
No. A-6

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Ave.  
Detroit, MI 48214

RE: Validity of Journeymen Status For A New Hire

Dear Mr. St. Pierre:

During the 1979 contract negotiations, the parties discussed the method utilized in verifying the validity of journeymen status for a new hire.

In these discussions the Company stated it would inform local Managements that when proof of journeymen status is not clearly established, the matter should be thoroughly investigated.

The parties mutually agreed that both the local Management and the local Union must exercise fair, but sound judgment when considering these matters.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjlw

Supplement A Page-13

December 8, 1986  
No. A-7

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Ave.  
Detroit, MI 48214

RE: Safety Training for Skilled Trades

Dear Mr. St. Pierre:

During the 1986 Skilled Trades negotiations the parties discussed safety training for Skilled Trades employees.

The importance of proper training in such matters was acknowledged and the parties agreed that it would be appropriate for the representative of the Division General Managers and the Dana-UAW Department to meet and review safety programs in effect under the standards of the Apprenticeship Program.

Sincerely,  
George H. Park  
Manager - Labor Relations

/kpw

Supplement A Page-14

December 8, 1986  
No. A-8

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Dana Department  
8000 E. Jefferson Ave.  
Detroit, MI 48214

RE: Local Plant Practices On Job Restrictions

Dear Mr. St. Pierre:

During the course of our Skilled Trades negotiations, the Company expressed concern over local plant practices on job restrictions. The parties recognize and agree that adherence to a strict interpretation of the lines of demarcation as it applies to unskilled tasks is counter-productive and inefficient.

Recognizing the above, the parties encourage local plant managements and union committees to meet and develop an understanding on this matter as it affects their local practices.

Disputes regarding this matter will be brought to the attention of the representative of the Division General Managers and the Dana-UAW Department.

Sincerely,  
George H. Park  
Manager - Labor Relations

/kpw

Supplement A Page-15

December 4, 1983  
No. A-9

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Ave.  
Detroit, MI 48214

RE: Apprentices Assigned to Work Alone

Dear Mr. St. Pierre:

During the 1979 Skilled Trades negotiations the parties discussed the question of apprentices being assigned to work alone.

The parties agreed that apprentices may be assigned to work alone providing they have had the necessary training, have been instructed in proper safety procedures and are considered competent to perform the assignment. Experienced Journeymen will generally be available to assist the apprentice in many of his floor assignments until that level of competence has been reached.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjlw

Supplement A Page-16

December 4, 1983  
No. A-10

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 E. Jefferson Ave.  
Detroit, MI 48214

RE: Lockout/Tagout Program

Dear Mr. St. Pierre:

During the 1979 contract negotiations, you raised the issue of a lockout/tagout program.

In plants where currently a lockout/tagout program is in effect, it shall be reviewed and re-emphasized periodically with skilled tradesmen and the local Union Committee.

In plants that presently do not have a lockout-tagout program, Management will review with the local Union Committee their local safety procedures to determine whether or not such program is applicable for their location.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjlw

Supplement A Page-17

December 4, 1983  
No. A-11

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Tool Replacement

Dear Mr. St. Pierre:

During the 1979 contract negotiations the parties discussed replacing personal tools of skilled trades employees broken or damaged on Company premises while performing their assigned job.

The Union was advised that the Company will review claims for broken or damaged tools that are no longer usable providing the damage did not occur because of employee negligence or abuse.

It is also understood that this arrangement will not change or restrict any locally established practices currently in effect for skilled trades employees.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/lmh

December 4, 1995  
No. A-12

Ms. Carolyn Forrest  
Vice President and Director  
UAW-Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Ms. Forrest:

During the course of our discussions, you raised your concern about local administration of the provision contained in *Skilled Trades Supplement A*, Article 10.

The Union was advised that the Company will review with the appropriate managers the spirit and intent of these provisions.

Sincerely,  
Chris Bueter  
Industrial Relations

**MASTER AGREEMENT  
SUPPLEMENT G INDEX**

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**SUPPLEMENT G  
OFFICE CLERICAL & TECHNICAL  
MASTER AGREEMENT**

1. This Supplement applies to those Office Clerical and/or Technical Units which are included in Article One (1) and Article Two (2) of the Dana-UAW Master Agreement.

**MANAGEMENT EMPLOYEE ON  
OFFICE UNIT JOB**

2. It is understood that excluded employees will not be used to deprive a bargaining unit employee of overtime, nor shall their services be used for the purpose of replacing a bargaining unit employee. Therefore, no excluded employee may be placed on an included job except for emergency reasons and then for not more than five (5) regular working days in consecutive order except by a change in occupation for the excluded employee to a job included within the Unit. Such five (5) day periods may be extended by mutual agreement of the parties.

Emergency is interpreted to mean an unexpected situation that may arise and it is justifiable to assume that conditions were such that no reasonable amount of planning could have prevented the necessary action being taken. However, where there are qualified Bargaining Unit employees who can be assigned to such work and are available, it shall be deemed that no emergency exists.

Department stewards must be consulted before any excluded employees perform Office Unit work.

**UNION REPRESENTATIVES TIME**

3. Union representatives shall be paid for such time as may be necessary during regular scheduled working hours to investigate, process and/or meet with Company representatives on grievances, complaints or problems.

Whenever a Union representative wishes to leave his department for such purpose, he shall notify his supervisor, if available.

#### SENIORITY OF UNION REPRESENTATIVES

4. Bargaining Committee members shall head the office-wide seniority list. Stewards shall head the seniority list only in their respective sections and on their shift.

#### SENIORITY LISTS

5. A seniority list will be posted on office bulletin boards and will be revised every ninety (90) days or more frequently, if warranted.

#### COMBINING JOBS

6. When changes in office operation procedures will combine jobs, eliminate jobs, or transfer Office Unit work from one department to another, or will make significant changes in the operation of a department, the Bargaining Committee will be informed of these contemplated changes as soon as possible before implementation of such actions and whenever possible at least thirty (30) days in advance.

Job Descriptions, which become obsolete or changed because of such redistribution of work or combining of jobs, shall be brought up to date and studied by the Job Evaluation Committee to determine proper classification of job.

#### SHIFT PREFERENCE

7. If qualified, employees shall have the right to choose the shift in their department according to their seniority providing it does not interfere with the normal operations of the department.

#### NOTICE OF NEW HIRES

8. Vacancies will be filled in accordance with the Local practices. Employees shall be given consideration based on seniority and qualifications.

Should the Company be unable to fill a new job or a vacancy with a qualified bargaining unit employee, the Personnel Department will notify the Bargaining Committee prior to the job being filled by a new employee.

The Bargaining Committee shall have five (5) working days after receipt of this notice, to protest this action on the grounds that the job could have been filled by a qualified seniority employee.

If a dispute still exists, such dispute shall be subject to the grievance procedure. If no such grievance is received within five (5) regular working days after receipt of the above notice, it is agreed and conceded that the action of the Company was in accordance with the provisions of the contract.

#### JOB EVALUATION

9. With regard to new classifications and grievances on Job Evaluation, Article 39 of the Master Agreement is modified in that:

Job titles, job descriptions and pay groups have been agreed upon for all jobs presently within the Units and they shall remain in effect during the life of the Agreement unless a substantial change is made in the work functions of the job.

In the event of a change in any of the jobs, the Company, the Union or the Employee may request reclassification. The Job Evaluation Committee will meet

within two (2) weeks to review and determine the proposed classification and title. Any rate changes will be effective the Monday following the decision.

The Job Evaluation Committee shall be comprised of not more than three (3) representatives from the Bargaining Committee and not more than three (3) representatives of the Company. Respective supervisors will submit the job duties of the job to be evaluated to the Personnel Department and all other required information needed for the job evaluation will be secured by the Job Evaluation Committee. All jobs will be evaluated according to the system which has been established in each of the office and/or Technical Units and is currently in use as of the effective date of this Agreement.

Any unresolved disputes may be reduced to a written grievance and initiated at the 3rd level of the Grievance Procedure. If the grievance is referred to an arbitrator, he will be empowered to determine the proper pay group and/or rate for the job, using as a basis for his decision the complexity and responsibilities of the job and taking under consideration a comparison of other jobs in the office where the dispute exists and the effort and skill required for the new job. Any rate change so determined will be retroactive to the Monday following the filing of the grievance.

#### **RATE ASSIGNMENT AND PROGRESSION (Upgrading and Downgrading)**

10. When an employee is upgraded to a job classification in a higher pay group, he will be paid the next higher rate increment in the higher pay group or fifteen cents (15¢) above his current rate, whichever is higher, but not less than the base rate of the new pay group.

When an employee is downgraded, and his rate before downgrade equals or exceeds the maximum of the

pay group to which he is transferred, he shall be paid the maximum of that pay group.

If his rate at the time of transfer falls between one of the rate increments, he shall continue at his present rate until he reaches the next rate increment.

In both upgrading and downgrading, employees will be given credit for all past service in the job classification to which they are being assigned.

#### **NEWLY CREATED JOBS**

11. It is agreed that notice of all newly created office, clerical, and where applicable, technical jobs or work is introduced, descriptions thereof will be given to the Bargaining Committee, providing the new job's functions will be performed within the offices or plant for which a certified bargaining unit has been recognized.

In such case the notice and description will be presented to the Bargaining Committee to determine if the job is to be included or properly excluded from the Unit, at least one (1) week prior to placing an employee on the job.

If a decision cannot be reached on the status of the job it shall be referred to the Grievance Procedure in the 3rd Step.

#### **PAY FOR NEW EMPLOYEES**

12. A new employee will start at the hiring rate of his respective pay group and shall receive increases as outlined in the progression schedule.

#### **SUPERVISION WORKING**

13. It is understood that in addition to supervising another employee, an office supervisor ordinarily has duties to perform which are part of his job and which are by nature

either administrative, managerial, technical, professional, confidential in labor matters, or a combination of the aforementioned.

An office supervisor may perform such duties as are essential to his job functions but will not perform included duties which would eliminate an Office or Technical Unit job or which normally have been performed by an Office or Technical Unit employee. It is understood and agreed that when necessary, the performance of such duties shall not have been for the purpose of depriving a Bargaining Unit employee of overtime nor for the purpose of replacing the services of a Bargaining Unit employee. Any dispute regarding any alleged infraction of the above understanding shall be subject to the grievance procedure.

#### TEMPORARY ASSIGNMENT

14. Temporary Assignment may be made for periods up to thirty (30) days and can be extended by mutual agreement of both parties. When an employee is assigned by his supervisor to perform substantially the duties of a higher paid classification on a temporary basis for a period of time in excess of four (4) hours in any work week, the employee will be paid the next higher rate increment in the higher pay group or fifteen cents (15¢) above his regular rate, whichever is higher, for such hours worked in the higher pay group. If the employee on temporary assignment previously held the higher pay classification, he will be given credit for all past service for pay consideration. If he is required to fill, temporarily, a lower classification, his rate shall not be changed.

In making temporary assignments, supervisors shall give consideration to qualification and seniority.

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#### VACATIONS

15. Employees who have seniority on the 7th day of May shall be eligible for vacation pay in the following amounts.

<u>Seniority</u>	<u>Days of Pay</u>
6 mos. but less than 1 yr.	10 days
1 yr. but less than 5 yrs.	15 days
5 yrs. but less than 6 yrs.	16 days
6 yrs. but less than 7 yrs.	17 days
7 yrs. but less than 8 yrs.	18 days
8 yrs. but less than 9 yrs.	19 days
9 yrs. & Over	20 days

In addition to the above, eligible employees will receive an additional day of vacation pay for each year of service over twenty years up to a maximum of five (5) days of pay for twenty-five years of service or more.

These employees will receive vacation pay as follows:

<u>Seniority</u>	<u>Days of Pay</u>
21 yrs. but less than 22 yrs.	21 days
22 yrs. but less than 23 yrs.	22 days
23 yrs. but less than 24 yrs.	23 days
24 yrs. but less than 25 yrs.	24 days
25 yrs. & Over	25 days

The additional vacation pay over twenty (20) days is for pay purposes only and is not to be equated to additional vacation time off.

Vacation pay shall be computed at the basic weekly salary the employee is receiving the first pay period ending in May of the current year, if he is on the payroll.

If the employee is not on the payroll the first pay period ending in May and is entitled to vacation pay, the basic weekly rate received by that employee the last week he was

on the payroll prior to the first payroll period in May shall be used to determine the employee's vacation allowance.

Time away from the job for which an employee is paid - vacation, paid sick leave or holiday pay - shall be considered as time worked on the basis of regular time for the purposes of computing vacation pay.

Vacation checks for each employee shall be paid on the last pay day in May.

With the exception of the days of pay over twenty (20), an employee may take such time away from his job as coincides with the amount of vacation pay he receives.

Employees may take their vacations at any time during the calendar year and at such times as will least interfere with the operations of their departments. Insofar as practical, employees with the greatest seniority shall be given first choice in the timing of their vacation period.

Where a holiday designated in this contract falls during an employee's vacation period, the employee may remain away from his job the Monday following the end of his vacation period.

In addition to the above, each employee who receives a vacation shall receive \$20.00.

Employees who are removed from the payroll during the vacation year but who retain their seniority if they have been on the payroll in excess of six (6) months, will receive the vacation pay to which they are entitled by virtue of their service with the Company.

Employees who retire during the vacation year will be entitled to 1/12 of the vacation pay they would have received for every month they worked during the vacation year. Any accumulated vacation pay due a retiree will be paid as soon as practical after the effective date of

retirement. Vacation pay to deceased employees will be paid to the estate on the same basis as above.

#### MAINTAINING STATUS OF BARGAINING UNIT

16. The National Labor Relations Board has certified an appropriate Bargaining Unit for each of the Office Units included in this Agreement. It is the intent of the parties to adhere to the decisions of the Board to keep the Office Bargaining Units within the same areas of representation as decided by the Board. Any disputes of representation may be processed through the Grievance Procedure.

#### BREAK PERIODS

17. Unless modified locally, break periods of fifteen (15) minutes between the starting time of the shift and the lunch period and fifteen (15) minutes between the lunch period and the end of the shift will be arranged for each shift.

#### PAID SICK LEAVE

18. An employee who has been continuously employed for more than eight (8) weeks, but not in excess of two (2) years, shall be entitled to five (5) days paid sick leave per year.

An employee who has been continuously employed for more than two (2) years, but not in excess of five (5) years, shall be entitled to ten (10) days paid sick leave per year.

An employee who has been continuously employed for more than five (5) years shall be entitled to twenty (20) days paid sick leave per year.

A. The paid sick leave to which an employee is entitled by virtue of the above shall be computed on the basis of a regular working day and shall be computed on the basis of a paid sick leave year.

B. An employee may not accumulate paid sick leave in excess of the amount to which he is entitled in a current paid sick leave year plus the unused portion of his paid sick leave for the two (2) years immediately preceding the current year. The unused paid sick leave carried over to another year shall be used before the paid sick leave allotted for the current year is used.

C. The application of paid sick leave shall be administered by the Company.

D. Paid sick leave records shall be kept by the Company and any claim for adjustment of paid sick leave benefits shall be filed within thirty (30) days after the claim arises or it shall be conceded that the action of the Company is in accord with the terms of this contract. These records will be available to the Bargaining Committee through the Personnel Division.

E. When an employee claims to have been absent due to illness, he shall be required to furnish satisfactory proof of such illness if requested by the Company. If there is disagreement as to what constitutes satisfactory proof of illness, the question shall be referred by means of the Grievance Procedure.

F. Employees who are receiving paid sick leave benefits under the above provisions shall not be removed from the payroll of the Company while they are actually receiving these benefits.

It is agreed by the parties that five (5) of the present available paid Sick Leave Days may be used by employees for important personal reasons (sickness in the immediate family, necessary court appearances, etc.). Employee will notify his immediate supervisor regarding such compelling personal absence and reasons thereof.

Employees eligible for both paid holidays under Article 43 of the Master and paid sick leave, shall not be charged sick leave for the same day.

#### WORK REVISION

19. When Bargaining Unit work is discontinued or transferred, the Company will discuss details of same with the Employee and the Bargaining Committee or designated Union representative, prior to such discontinuance or transfer.

Any discontinuance or transfer of work under this Article, is subject to the Grievance Procedure, up to and including arbitration.

The Union does not waive its right under any applicable law referring to the discontinuance or transfer of work.

December 4, 1983  
No. G-1

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Supplement G - Job Evaluation

Dear Mr. St. Pierre:

During the current negotiations on No. 9, Job Evaluation, and the procedures to be followed for newly created or changed jobs, you requested a letter clarifying the Company's intent regarding arbitration of disputes under this article. The following is a summary of our position on this subject.

The arbitrator will be empowered to determine the proper rate for the job using the appropriate provisions of the Collective Bargaining Agreement. Either party is free to use as the basis of its argument any tool it chooses to support its position, including point evaluation, job factor evaluation, comparison of duties performed, or any other basis for presentation of its position and consideration by the arbitrator.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kjw

Supplement G Page-12

December 4, 1983  
No. G-2

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Advanced Technology - Supplement G

Dear Mr. St. Pierre:

The Company and the Union recognize that continuing improvement in the standard of living of the employee depends upon technological progress, better tools, methods, processes and equipment, as well as cooperative attitude on the part of all parties in such progress.

It is recognized that advances in technology may alter, modify, or otherwise change the job responsibilities of employees.

Where, as the result of advancing technology it is anticipated that an impact upon the scope of the Unit may occur, the Company will discuss the matter with the Bargaining Committee. Such discussion will take place as far in advance of implementation of such a technological change as is practicable. The Company will at that time describe for the Union the extent to which such technological changes may affect the work performed by represented employees.

When work performed by Bargaining Unit employees is altered as the result of technological changes, the employees will have the opportunity to progress with such technology. Where practicable the Company will make available short range specialized training programs for qualified employees within the Unit.

Supplement G Page-13

Should a dispute arise concerning the impact of a technological change, such dispute may be made subject of a grievance by the Union and be raised at the 3rd Step of the Grievance Procedure.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kpw

December 4, 1983  
No. G-3

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-Solidarity House  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Job Erosion

Dear Mr. St. Pierre:

Should a dispute arise as to whether a job or jobs should be properly included or excluded from the bargaining unit, or whether or not some job duties have been assigned to excluded personnel except on a temporary or emergency basis which cannot be filled by temporary transfer from within the Bargaining Unit, the Company shall, at the Union's request, furnish the Bargaining Committee with a summary of duties being performed on the job or duties in dispute. Such request will be based on factual evidence substantiating the Union's allegation that such work is being performed by excluded personnel.

Within fifteen (15) days, the Company and the Union shall meet to determine the proper placement of the job or duties, considering technological progress and using as a guideline the National Labor Relations Board's interpretation of Office, Clerical, Technical, Confidential, Managerial, and Supervisory Jobs within the context of the various Office Unit Board Certifications.

Should the parties be unable to agree as to the exclusion or inclusion of the job or duties in the Unit, the dispute may be referred, by the Union, to the grievance procedure and

subsequently to arbitration. The Company will not use the  
circumstance of a layoff to circumvent the intent of the  
above commitment.

Sincerely,  
B. N. Cole  
Vice President  
Industrial Relations

/kpw

**SUPPLEMENT B  
DEATH, DISABILITY AND  
HEALTH CARE PLAN**

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SUPPLEMENT B

DEATH, DISABILITY and HEALTH CARE PLAN

Effective November 23, 1998

between

DANA CORPORATION

and the

UNITED AUTO WORKERS (UAW)

and its LOCALS:

Local No. 155,

Local No. 279,

Local No. 644,

Local No. 644,

Local No. 1363,

Local No. 1765,

Formsprag Production and  
Maintenance Unit;  
Richmond Machining  
Production and  
Maintenance Unit;  
Pottstown Production and  
Maintenance Unit;  
Pottstown Office and  
Technical Unit;  
Richmond Sleeve Castings  
Production and  
Maintenance Unit;  
Lima Production and  
Maintenance Unit;

**SECTION I  
ESTABLISHMENT OF THE PLAN  
AND ELIGIBILITY**

**A. Company Obligations**

The Company shall provide the benefits included in this Agreement, as hereafter described, or arrange for the purchase thereof from an insurance company or companies or a service organization, effective November 23, 1998, or on such later date as herein specified, provided the Employee was covered by the Plan in effect on November 22, 1998 and was then working. If not then working, the provisions of the Plan in effect prior to November 23, 1998, will be continued and the provisions of this Plan will apply on the first day thereafter that he is actively at work.

These benefits will be provided at no cost to the Employees or retirees except where the Plan specifically provides otherwise. The Company shall have the responsibility for the administration of the Plan.

**B. Employee Eligibility**

Employees will be eligible for any revised or new Benefits on the effective dates specified herein provided they are then actively at work on such date; otherwise, they will be covered on the first day at work thereafter.

Newly-hired Employees will become eligible for the Life, Accidental Death & Dismemberment and Survivor Income Benefits on the first day of the month following the month in which they first work and for Disability and Health Care Benefits on the first day of the sixth month following the month in which they first work (except where the Plan provides otherwise) provided they are working on such effective date; otherwise, they will be covered on their first day at work thereafter.

Notwithstanding any other provisions of this Plan, the death benefits described in Subsections 5A, 5B, and 5C will be provided for an Employee who has not yet met the above eligibility provisions and who loses his life as the result of accidental bodily injuries caused solely by employment with the Company and which results solely from an accident in which the cause and result are unexpected and definite as to time and place.

**SECTION 2  
DEFINITIONS**

(1) "Company" means Dana Corporation and its subsidiaries and affiliates which are included hereunder by the terms of the Master Agreement and of this Supplement B.

(2) "Employee" means full-time employees covered by the Master Agreement at plants which have adopted this Supplement B. Temporary and part-time employees who do not acquire seniority are not eligible hereunder.

(3) The terms "coverage," "benefits," and "insurance" as contained herein are merely descriptive in their usage and are intended to describe in a general sense the benefits provided under the Plan. The necessity for formal purchase of insurance and service contracts is not contemplated within the scope of their intended meaning.

(4) "Hourly Wage Rate" means the average straight-time earnings for hours worked, including incentive earnings, but excluding shift differentials, vacation pay, holiday and personal holiday pay and reducible cost-of-living. Such rates will be determined on earnings paid in each calendar quarter, and will be used to determine benefit amounts effective on the first day of the second succeeding calendar quarter thereafter, provided the Employee is working on such date; otherwise, on the first day at work thereafter. Fractional cents are dropped from these Hourly Wage Rates.

(5) "Eligible Dependents" for purposes of the Health Care Program means an Employee's spouse and unmarried dependent children until the end of the calendar year in which such children attain 25 years of age, provided that any child over 19 years of age must legally reside with or be a member of the household of the Employee and must be dependent upon the Employee within the meaning of the Internal Revenue Code of the United States. Dependent children shall also include legally adopted children and those for whom adoption proceedings have been initiated, step children, and children dependent on the Employee for more than one-half their support as defined by the Internal Revenue Code who either qualify in the current year for dependency tax status or who have been reported as such by the Employee on his most recent Federal Income Tax Return. A child who would otherwise qualify herein as an Eligible Dependent need not legally reside with the Employee if the Employee is legally obligated to provide medical care for such child. A child who becomes totally and permanently disabled while an Eligible Dependent shall continue to be included, regardless of age. Also, children who are Eligible Dependents and who obtain employment will continue to be considered as Eligible Dependents for up to four months during which time they are waiting to become covered under their employer's health care plan or until they become covered under such plan, if earlier.

**SECTION 3  
GENERAL INFORMATION**

Employees only are covered by the death and disability benefits other than Dependent Group Life Insurance.

Each Employee should name a beneficiary on the appropriate enrollment card to receive the death benefits payable with respect to the life insurance and the accidental death and dismemberment insurance. Such beneficiary may be changed by the Employee at any time.

Claims for death benefits should be requested by the beneficiary at the plant in which the Employee worked. Employees should request the claim forms at their plant for disability benefits at the time they request a leave of absence. Health care benefits are usually paid to the hospitals, physicians, dentists, or pharmacies upon presentation of an identification card or cards. Questions concerning such procedures or appeals with respect to claim denials should be presented to the local Human Resources Office.

**SECTION 4  
SCHEDULE OF BENEFITS FOR  
ACTIVE EMPLOYEES  
- covering -**

<b>Death</b>	<b>Health Care</b>
Life Insurance	Hospital Expenses
Accidental Death (AD&D)	Medical Expenses
Survivor Income Benefit	Prescription Drug Expenses
Dependent Group Life Insurance	Dental Expenses
Life Insurance	Vision Care Expenses
	Hearing Aid Expenses
<b>Disability</b>	
Disability Benefits	

**SCHEDULE OF DEATH  
AND DISABILITY BENEFITS**

(1) HOURLY WAGE RATES	LIFE INSUR.	A.D.&D.	DISABILITY BENEFITS
Under 9.25	19,500	9,750	195
9.25 to 9.50	20,000	10,000	200
9.50 to 9.75	20,500	10,250	205
9.75 to 10.00	21,000	10,500	210

10.00 to 10.25	21,500	10,750	215
10.25 to 10.50	22,000	11,000	220
10.50 to 10.75	22,500	11,250	225
10.75 to 11.00	23,000	11,500	230
11.00 to 11.25	23,500	11,750	235
11.25 to 11.50	24,000	12,000	240
11.50 to 11.75	24,500	12,250	245
11.75 to 12.00	25,000	12,500	250
12.00 to 12.25	25,500	12,750	255
12.25 to 12.50	26,000	13,000	260
12.50 to 12.75	26,500	13,250	265
12.75 to 13.00	27,000	13,500	270
13.00 to 13.25	27,500	13,750	275
13.25 to 13.50	28,000	14,000	280
13.50 to 13.75	28,500	14,250	285
13.75 to 14.00	29,000	14,500	290
14.00 to 14.25	29,500	14,750	295
14.25 to 14.50	30,000	15,000	300
14.50 to 14.75	30,500	15,250	305
14.75 to 15.00	31,000	15,500	310
15.00 to 15.25	31,500	15,750	315
15.25 to 15.50	32,000	16,000	320
15.50 to 15.75	32,500	16,250	325
15.75 to 16.00	33,000	16,500	330
16.00 to 16.25	33,500	16,750	335
16.25 to 16.50	34,000	17,000	340
16.50 to 16.75	34,500	17,250	345
16.75 to 17.00	35,000	17,500	350
17.00 to 17.25	35,500	17,750	355
17.25 to 17.50	36,000	18,000	360
17.50 to 17.75	36,500	18,250	365
17.75 to 18.00	37,000	18,500	370
18.00 to 18.25	37,500	18,750	375
18.25 to 18.50	38,000	19,000	380
18.50 to 18.75	38,500	19,250	385
18.75 to 19.00	39,000	19,500	390
19.00 to 19.25	39,500	19,750	395
19.25 to 19.50	40,000	20,000	400
19.50 to 19.75	40,500	20,250	405
19.75 to 20.00	41,000	20,500	410

*20.00 to 20.25	41,500	20,750	415
*20.25 to 20.50	42,000	21,000	420
*20.50 to 20.75	42,500	21,250	425
*20.75 to 21.00	43,000	21,500	430
*21.00 to 21.25	43,500	21,750	435
*21.25 to 21.50	44,000	22,000	440

(1) See definition (4) for method of calculating Hourly Wage Rates.

\*New brackets effective January 1, 1999.

### SECTION 5 DESCRIPTION OF BENEFITS ACTIVE EMPLOYEES

The Benefits described in this Section 5 will be provided to eligible Employees who are covered for the respective benefits on the date of death or disability.

#### Death Benefits

##### 5A. Life Insurance

Upon the death of the Employee the life insurance will be payable to the beneficiary of record. The amount of life insurance payable will be in accordance with the schedule in Section 4.

##### 5B. Accidental Death and Dismemberment Insurance

In the event the Employee's death results from accidental injuries within 90 days from the date of such accident, an additional death benefit will be payable to his beneficiary in an amount equal to 50% of his life insurance as shown in the schedule in Section 4. However, if the death is caused solely by employment with the Company and results solely from an accident in which the cause and result are unexpected and definite as to time and place, the additional death benefit shall equal 100% of the Employee's life insurance.

In the event such accidental injury does not cause death but, within two years following the date of accident, results in the loss of a hand, foot, or sight in one eye, one-half of the Accidental Death and Dismemberment benefit will be payable; or the full amount will be payable for the loss of two of such members, provided, however, that for any one accident the maximum amount payable will be the amount shown in the schedule in Section 4.

Accidental injuries shall not include, nor shall any benefits be payable, for any loss caused wholly or partly, directly or indirectly by:

- Disease, or bodily or mental infirmity, or medical or surgical treatment thereof.
- Any infection, except an infection caused by an external visible wound accidentally sustained.
- Self-destruction or intentionally self-inflicted injury, while sane or insane.
- War, or any act of war, whether declared or undeclared.

#### 5C. Survivor Income Benefits

Eligible survivors, as hereafter defined, of Employees who are insured hereunder and who are actively employed on or after January 1, 1996, will be entitled to the following benefits:

Transition Benefit	\$500 per Month*
Bridge Benefit	\$500 per Month

\*Except that such benefit will be \$325 per month for any month that the survivor is eligible for unreduced Social Security benefits.

Eligible survivors, as hereafter defined, of Employees who are insured hereunder and who are actively employed on or after January 1, 1999, will be entitled to have the following benefits:

Transition Benefit  
Bridge Benefit

\$550 per Month\*  
\$550 per Month

\*Except that such benefit will be \$375 per month for any month that the survivor is eligible for unreduced Social Security benefits.

Eligible survivors of Employees who died prior to January 1, 1996, will continue to receive the survivor benefits payable in accordance with the Plan then in effect.

#### Transition Benefit

(1) The Transition Benefit will be payable on the first day of each month following the Employee's date of death, for a maximum of twenty-four months, to the eligible survivors in the following classes:

**Class A** Widow (or Widower) provided Employee was legally married for at least one year prior to the Employee's death.

**Class B** Children who are unmarried and who are either:

- under age 21 on the date each monthly benefit is payable, or
- between ages 21 and 25 and who are residing with and dependent upon the Employee at the time of the Employee's death, or
- over age 25 who are totally and permanently disabled and who are residing with and dependent upon the Employee at the date of the Employee's death.

**Class C** Parents, including adopting parents, for whom the Employee has furnished at least 50 per cent support during the calendar year preceding his death.

Only one of the classes of eligible survivors can qualify at any one time. If there is more than one eligible survivor within a class who qualifies for benefits, the monthly benefit will be divided equally among such survivors.

No payment shall be made to any person after he ceases to be an eligible survivor. If there is no eligible survivor in any class on the first day of the month following the date of the Employee's death, no Survivor Income Benefit shall be payable.

A Class A survivor shall be deemed eligible for an unreduced survivor's Social Security Benefit at age 62.

#### **Bridge Benefit**

(2) The Bridge Benefit will be payable to the surviving widow (widower) who received Transition Benefits for the maximum 24 months, provided, at the date of the Employee's death:

- (a) such survivor is age 45 or older but less than age 60 if the Employee is actively at work on or after December 1, 1975, and dies thereafter, or
- (b) Effective January 1, 1980, if under age 45, such survivor's age when combined with the deceased Employee's pension credited service as of his date of death, totals 55 or more, provided, however, that Bridge Benefits will not be payable to an other wise eligible widow for any month in which she qualifies because of the care of a child for a Mother's Insurance Benefit (or a comparable Benefit for a Father, whether or not called a Father's Insurance Benefit) under the Federal Social Security Act. Bridge Benefits will be payable through the month preceding the earliest of the following events:
  - (i) date of re-marriage,
  - (ii) date of death, or
  - (iii) attainment of age 62 and one (1) month or such lower age at which full widow's or widower's insurance benefits or old age insurance benefits are payable under the present Federal Social Security Act as now in effect or hereafter amended.

(3) These Survivor Income Benefits shall not be subject to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor, except as required by applicable law.

(4) The Survivor Income Benefits payable to an eligible widow or widower of an Employee who is actively at work on or after December 1, 1974, may be waived with respect to any period commencing thereafter, by completing a waiver form available from the Company for that purpose. Such waiver shall become effective the first day of the second month in which it is received by the Company. No Survivor Income Benefits shall be payable for any period covered by such waiver; provided, however, that any month in which a Survivor Income Benefit is not paid because of such waiver shall be counted as if it is a month for which a benefit is paid, for the purpose of determining the maximum number of monthly Transition Survivor Income Benefits. Such survivor may revoke such a waiver by completing the appropriate form furnished by the Company, such revocation being effective with respect to Survivor Income Benefits payable on and after the first day of the second month following the month in which such revocation is received by the Company.

#### **5D. Disability Plan**

##### **(1) Eligibility**

- (a) The Disability Plan will be effective January 1, 1980, for all Employees then actively at work, provided however:
  - (i) Active Employees who were hired prior to January 1, 1980, will be covered under this Plan on the first day of the third month following the month in which they first worked, but in no event prior to January 1, 1980.
  - (ii) Active Employees hired on or after March 8, 1982, will be covered under this Plan on the first day of the sixth month (fourth month for those

hired on or after January 1, 1980, but prior to March 8, 1982) following the month in which they first worked.

- (iii) Employees on layoff or leave of absence which commences prior to January 1, 1980, will be covered under this Plan on the first day they return to work following the effective date.

Employees who were disabled prior to January 1, 1980, will remain insured under the terms of the Plan in effect prior to January 1, 1980.

(b) An active Employee, or an Employee with 10 or more years of seniority at time of layoff who has been on continuous layoff for less than 24 months, or an Employee with less than 10 years of seniority who has been on continuous layoff for less than 12 months, who becomes wholly and continuously disabled as the result of an illness or an accident (including industrial disabilities which occur while at work for the Company) will be entitled to Disability Benefits provided he is under the care of a licensed physician and makes timely application for such benefits. During the first twelve months that these benefits are payable, an Employee will be deemed to be wholly and continuously disabled if he cannot perform his regular job or any job available to him through the seniority system. Thereafter, such Employee will continue to be eligible provided he is wholly prevented by his disability from engaging in any regular employment at the plant or plants where he has seniority, and is not engaged in regular employment or occupation for remuneration or profit.

(c) Disability benefits payable from other sources to which the Company contributes such as Workers' Compensation, Social Security and certain unemployment benefits will not normally disqualify the Employee from continued eligibility.

(d) In the event an Employee is released to return to work by his doctor, but is not allowed to return by a "Company" physician, he will continue to receive Disability Benefits without being required to return to his own doctor for continued care.

(e) In the event an insurance company physician indicates an Employee is able to return to work notwithstanding certification of continued disability by the Employee's physician, a third physician, mutually agreed to by the Company and the Union, will examine the Employee at Company expense and his decision will be binding with respect to eligibility for Disability Benefits.

#### (2) Amount of Benefits

(a) Disability Benefits will be paid weekly in accordance with the table in Section 4. These benefits will be paid on the basis of a five day work week, Monday through Friday, and the daily benefit will equal 1/5 of the weekly benefit.

(b) Disability Benefits will be reduced by the amount (if any) by which benefits under this Plan together with benefits payable for the same period of time from the following sources, exceed 70% of the Employee's average weekly earnings:

(i) All benefits under any retirement plan sponsored by the Company, provided the Employee actually receives such benefits except those employees who were eligible to receive prior to January 1, 1998, and are receiving, a minimum distribution pension benefit after age 70½ according to the provisions of the Tax Reform Act of 1986.

(ii) For disabilities commencing prior to March 8, 1982, lost time benefits under Workers' Compensation laws or other laws providing benefits for occupational injury or disease, including lump-sum settlements, but excluding permanent partial awards for unrelated

disabilities and specific allowances for loss, or 100 per cent loss of use, of a body member; and also excluding disabilities resulting from black lung disease, as defined in the Federal Black Lung Benefits Act of 1972.

(iii) Primary and family disability or retirement benefits to which the person is entitled under the Federal Social Security Act or any future legislation providing similar benefits.

(iv) Unemployment compensation.

(c) For disabilities commencing on or after March 8, 1982, lost time benefits under Workers' Compensation laws or other laws as described in Subsection (2)(b)(ii) above will be deducted from these Disability Benefits.

(d) Benefits under any state or federal law providing benefits for working time lost because of disability will be used to reduce Disability Benefits; provided, however, that reductions for Social Security or for state or federal lost-time benefits, and reductions for retirement plan benefits payable on or after January 1, 1980, in items (b) and (c) above, will be frozen at the amounts initially used to determine the actual benefits, except that adjustments in the original determination of such benefits will be used to reduce Disability Benefits.

(e) In determining the amount by which Disability Benefits are reduced:

(i) The weekly equivalent of benefits paid on a monthly basis are computed by dividing the monthly rate by 4.33, and

(ii) Lump-sum settlements under state Workers' Compensation laws result in reductions equal to the weekly equivalent of the benefit to which the Employee would have been entitled under

applicable law had there been no lump sum payment, but not to exceed in total the amount of the settlement.

(f) An Employee who is receiving Disability Benefits and who is eligible for coverage under the Federal Medicare Program must enroll in the applicable parts of the Federal Medicare Program. He will receive from time of enrollment, in addition to the above benefits, an amount equal to the monthly Medicare benefit provided to retirees under Section 10.1 of Supplement C. Such monthly supplement will continue to be paid to disabled employees for the duration of their disability and resultant period of health care coverage under Supplement B. However, should the Federal Medicare primary/secondary payor rules change in the future, so as to require the Company to be primary payor for disabled employees, disabled employees will no longer be required to enroll in the Federal Medicare Program. In that event, Disabled Employees previously enrolled in the Federal Medicare Program will continue to receive the Medicare reimbursement unless the Federal Medicare Program provides for opting out of their program without penalty. Medical benefits payable under Supplement B will be reduced by like benefits payable under Medicare Part B or which would be payable except for the employee's failure to enroll under the Medicare Program.

(g) An insurer may require each applicant or recipient of Disability Benefits to certify or furnish verification of the amounts of his income from sources listed in (b) and (c) above. The amount of any Disability Benefit payments in excess of the amount that should have been paid, after reduction for such other benefits, may be deducted from future Disability Benefits.

(h) An Employee who is receiving Disability Benefits prior to July 1st of any one year and continues to be eligible for Disability Benefits thereafter will receive increases in his Disability Benefits on the Monday coincident with or

next following the effective dates of subsequent pension improvements. Such increases will equal the increase in the Basic Benefits of the Pension Agreement payable to a retiree who retired on the date the Employee first became eligible for Disability Benefits. The increase will be prorated to a weekly basis (monthly increase times his credited service in effect at the date of the increase divided by 4.33).

(i) Disability Benefits payable hereunder together with any pay received from the Company for the same day shall not exceed a full day's pay.

(j) Disability Benefit computations presume eligibility for Social Security disability insurance benefits. However, no reductions will be made upon presentation of satisfactory evidence that:

- (i) Social Security disability benefits were applied for and denied and the Employee is pursuing (or has pursued) additional avenues of appeal, or
- (ii) Social Security disability benefits were applied for but they are not yet being received.

provided that, in either case the Employee signs an agreement that the Company may check his Social Security status, and he agrees to refund any overpayments caused by a retroactive Social Security award. A reduction in Disability Benefits will be made in an amount equal to Social Security disability benefits that would have been payable except for refusal to accept vocational rehabilitation services.

### (3) Commencement of Benefits

(a) Disability Benefits will commence on the first day of total disability due to an accident, or first day hospitalized, or eighth day due to illness, provided the Employee is under the care of a licensed doctor. Disability Benefits will also commence on the date out-patient surgery is performed for which the surgeon's charge is \$25.00 or more.

(b) Benefits will be payable during any one continuous period of disability whether from one or more causes or for successive periods of disability from the same or related causes which are not separated by at least three months of normal activity.

In the event an Employee who has been disabled for 52 or more weeks is able to return to work but again becomes disabled within three months, his Disability Benefits will recommence as if he had received them continuously, including any adjustments or recalculations that would have occurred during the period in which he did not receive Disability Benefits.

(c) In the event an Employee who has been disabled for less than 52 weeks is able to return to work but again becomes disabled, his subsequent Disability Benefit will be recalculated based on his latest Hourly Wage Rate.

### (4) Duration of Benefits

(a) Benefits will be payable weekly for a period equal to the Employee's seniority as of the date of disability except that benefits paid during a prior period of disability in excess of 52 weeks will reduce the maximum benefit period available thereafter. Such limit will not apply to Employees who are totally and permanently disabled if they have 10 or more years of pension credited service as of the date immediately following the crediting of pension service for a maximum of five years while on a sick leave of absence. Benefits will cease at the Employee's normal or actual retirement date, whichever occurs first, provided, however, that if the Employee becomes disabled after age 60, benefits will be payable according to the following schedule:

Age at Disability	Duration of Benefits
60-65	5.0 years
66	4.5 years
67	4.0 years
68	3.5 years
69	3.0 years
70	2.75 years
71	2.5 years
72	2.25 years
73	2.0 years
74	1.75 years
75	1.5 years
76	1.25 years
77 or older	1.0 year

(b) The above provision limiting duration of benefits to a period equal to the Employee's seniority on the date the disability commences will not apply to the first 52 weeks of Disability Benefits if such disability results from a compensable Workers' Compensation disability incurred while at work for the Company, nor will it apply while the Employee remains confined in a hospital.

## HEALTH CARE PROGRAM

### SECTION 6 DESCRIPTION OF BENEFITS - EMPLOYEES AND ELIGIBLE DEPENDENTS

The benefits described in this Section 6 will be provided to eligible Employees, retirees and their Eligible Dependents who are covered for the respective benefits when health care services are rendered.

#### 6A. Hospital and Long-Term Facility Care

The Plan will pay usual, customary, and reasonable hospital fees\* for up to 365 days of hospital confinement (45 days for confinements due to nervous or mental condition, or pulmonary tuberculosis) in a ward or semi-private room, or

in intensive care or coronary units, including ancillary hospital services. Other covered hospital services include:

- Non-bed accident care and emergency first aid
- Convalescent and long-term facility expense
- Outpatient psychiatric care
- Post hospital home care (where available)
- Outpatient substance abuse facilities
- Patient transfers by ambulance between approved local facilities when medically necessary.

#### 6B. Medical Services

The Plan will pay usual, customary and reasonable physician fees\* for:

- |  |                             |
|--|-----------------------------|
| Surgery  | Laboratory and Pathology    |
| Anesthesia   | Outpatient psychiatric care |
| Technical surgical assistance                          | Medical emergencies         |
| Obstetrics - pre and post natal                        | Physical therapy            |
| Inpatient medical care                                 | Prosthetic appliances       |
| Accident care  | In-the-home hemodialysis    |
| Emergency first aid                                    | Durable medical equipment   |
| Radiotherapy   | Coordinated home care       |
| Diagnostic X-ray                                       |                             |
| Consultations, if requested by the attending physician |                             |

\*Usual, customary and reasonable hospital, physician and dentist fees are defined and determined by the carrier.

#### 6C. Deductibles and Co-payments Applicable to Benefits Provided in Sections 6A and 6B

The deductibles and co-payments described in this Section 6C are applicable to benefits provided in Sections 6A and 6B.

Effective January 1, 1993, Employees with single coverage will pay the first one hundred fifty dollars (\$150) of

covered expenses and twenty percent (20%) of additional covered expenses up to an out-of-pocket maximum of two hundred fifty dollars (\$250) of covered expenses. Persons with family coverage will pay the first three hundred dollars (\$300) of covered expenses, and twenty percent (20%) of additional covered expenses up to an out-of-pocket maximum of five hundred dollars (\$500) per calendar year.

A family deductible is met when at least each of two family members incur expenses of at least one hundred fifty dollars (\$150) in a calendar year. The out-of-pocket maximum will be met when the total expenses incurred, including the deductibles reach two hundred fifty dollars (\$250) for single coverage, and five hundred dollars (\$500) for family coverage. When out-of-pocket maximums have been met in any one calendar year, the plan will pay one hundred percent (100%) of usual and customary covered charges incurred in the balance of that calendar year.

**6D. Prescription Drug Benefits**

Employees (and their Eligible Dependents) will become eligible for these benefits on the first day of the twelfth month following the month in which they first work.

Legend drugs which are legally obtainable only from a licensed physician or dentist, or from a licensed pharmacist upon the prescription of a licensed physician or dentist, are covered. Disposable syringes and needles for injectable insulin are also covered and will be supplied consistent with the supply of insulin for people who take more than one (1) injection a day.

The benefit for each prescription or refill will be the amount charged by the physician, dentist, or participating pharmacy less:

	<u>Retail</u>	<u>Mail Order</u>
Generic Drug	\$ 5.00	\$ 5.00
Name Brand Drug (S/S, M/S)	10.00	5.00

Notwithstanding the above co-payment schedule, dispense as written (DAW) prescriptions where the doctor specifically provides for a multi-source name brand drug shall be subject to the \$5.00 co-payment.

If the prescription is filled by a non-participating pharmacy, the benefit may be reduced to 75% of the amount remaining after the respective deductible is applied.

Prescription drugs are limited to a 34-day supply (regardless of the brand name). Prescriptions written for up to a 34-day supply will continue to be dispensed through the local pharmacy. When it is medically determined that any of the maintenance drugs listed below will be dispensed beyond the initial 34-day period, that drug(s) must be dispensed through the designated Mail Order Provider in order to qualify under the Prescription Drug Plan.

Effective April 1, 1996, the maximum dosage available under the mandatory mail order system will be ninety (90) days.

Maintenance Drugs -	
Acebutolol	Clonidine
Acetazolamide	Hydrochloride
Acetohexamide	Conjugated Estrogens
Albuterol	U.S.P.

Allopurinol  
 Amiloride  
 Amiloride HCL/  
   Hydrochlorothiazide  
 Amlodipine  
 Atenolol  
 Atenolol/  
   Chlorthalidone  
 Beclomethasone  
   Dipropionate  
 Bendroflumethiazide  
  
 Benzepriol  
 Benzthiazide  
 Bumetanide  
 Captopril  
 Captopril HCTZ  
  
 Carbidopa/  
   Levodopa  
 Chlorothiazide  
 Chlorpropamide  
 Chlorthalidone  
 Chlorthalidone/  
   Clonidine  
 Cimetidine  
 Cisapride  
 Clonidine  
 Hydrochlorothiazide  
 Hydrochlorothiazide/  
   Spironolactone  
 Hydrochlorothiazide/  
   Triamterene  
 Ibuprofen  
 Indapamide  
 Indomethacin  
 Ipratopium Bromide  
 Isoniazid  
 Isosorbide Dinitrate  
 Isradipine

Diclofenac  
 Digtoxin  
 Digoxin  
 Diltiazem  
 Dipyridamole  
 Disopyramide  
 Doxazosin  
 Enalapril  
 Esterified Estrogens  
 Estradiol  
 Estropipate\*  
 Etodolac  
 Famotidine  
 Felodipine  
 Finasteride  
 Fluoxetine  
 Flurbiprofen  
 Fluvastatin\*  
 Fosinopril  
 Furosemide  
 Gemfibrosil  
 Glipizide  
 Glyburide  
 Guanfacine HCL  
 HCTZ/Reserpine/  
   Hydralazine  
 Humulin  
 Hydralazine  
 Para-Aminosalicylic  
   Acid  
 Paroxetine HCL  
 Pentoxifylline  
 Phenytoin  
   (Diaphenylhydantoin)  
 Pindolol  
 Polythiazide  
 Potassium Chloride  
   Liquid  
 Potassium Chloride  
   Tablets

Labetalol  
 Levothyroxine  
 Liothyronine  
 Liotrix  
 Lisinopril  
 Loratadine  
 Lovastatin  
 Medroxyprogesterone  
   Acetate  
 Medroxyprogesterone/  
   Estrogens, conjugated\*  
 Metaproterenol  
 Methazolamide  
 Methyclothiazide  
 Methyldopa  
 Methyltestosterone/  
   Estrogens, conjugated\*  
 Methyltestosterone/  
   Estrogens, esterified\*  
 Metolazone  
 Metoprolol  
  
 Minoxidil  
 Nabumetone  
 Naproxen  
 Naproxen sodium\*  
 Nadolol  
 Natural Thyroid  
 Nicardipine  
 Nifedipine  
 Nitroglycerin  
 Nizatidine  
 Omeprazole  
 Oxaprozin  
 Papaverine

Potassium  
   Gluconate  
 Pravastatin  
 Prazosin  
   Hydrochloride  
 Primidone  
 Probenecid  
 Probucol  
  
 Procainamide  
 Prophythiouracil  
 Propranolol  
   Hydrochloride  
  
 Propoxephene nap.  
   with apap  
 Quinapril  
 Quinapril gluconate\*  
 Quinidine Sulfate  
 Ramipril  
  
 Ranitidine  
 Reserpine  
 Salmeterol  
 Selegiline  
 Setraline HCL  
 Simvastatin  
 Spironolactone  
 Sulindac  
 Tamoxifen  
 Terazosin  
 Terbutaline

Terfenadine  
Theophylline  
Thryoglobulin  
Timolol Drops  
Timolol Maleate  
Tolazamide  
Tolbutamide  
Triamcinolone  
Acetonide

Triamcinolone  
Acetate  
Triamterene  
Triamterene with  
HCTZ  
Trichloromethiazide  
Trihexyphenidyl  
Verapamil  
Warfarin

\*Maintenance Drugs Available On or After 1-1-99

**EXCLUSIONS:**

The following items are not covered:

Charges for drugs or medicines lawfully obtainable without a prescription order of a physician or dentist.

Charges for a contraceptive medication, even if such medication is a prescription legend drug, and any charge for therapeutic devices or appliances (e.g., support garments and other non-medical substances) regardless of their intended use.

Charges for any prescription refill in excess of the number specified by the physician or any refill dispensed after one (1) year from the order of the physician.

Charges for which the Employee or Dependent is entitled to receive reimbursement under Workers' Compensation Laws or is entitled to without charge under any local, state or federal government program.

Charges for the impotence prescription drug Viagra regardless of its intended use.

**6E. Dental Benefits**

**(1) Enrollment Classifications**

Employees (and their Eligible Dependents) will be eligible

for these benefits on the first day of the eighteenth month following the month in which they first work.

**(2) Description of Benefits**

Dental Expense Benefits will be payable, subject to the conditions herein, if an Employee or Eligible Dependent, while dental expense coverage is in effect with respect to such Employee or Dependent, incurs covered dental expenses.

**(3) Covered Dental Expenses**

Covered Dental Expenses are the usual charges of a dentist which an Employee is required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such charges are reasonable and customary charges, as herein defined, for services and supplies customarily employed for treatment of that condition and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in Section 6D.(7)B., by a licensed dentist and which are received while insurance is in force.

A. The following Covered Dental Expenses shall be paid at 100 percent of the usual, reasonable and customary charge.

- (1) Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than twice each in any calendar year except for those individuals with a documented history of periodontal disease, whereas three cleanings per calendar year are covered.
- (2) Topical application of fluoride for persons under 20 years of age, unless a specific dental condition makes such treatment necessary.
- (3) Space maintainers that replace prematurely lost teeth for children under 19 years of age.
- (4) Emergency palliative treatment.

B. The following Covered Dental Expenses shall be paid at 90 percent of the usual, reasonable and customary charge.

- (1) Dental X-rays, including full mouth X-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing X-rays (but not more than once in any period of six (6) consecutive months) and such other dental X-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
- (2) Extractions.
- (3) Oral surgery.
- (4) Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally broken teeth.
- (5) General anesthetics and intravenous sedation when medically necessary and administered in connection with oral or dental surgery.
- (6) Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- (7) Endodontic treatment, including root canal therapy.
- (8) Injection of antibiotic drugs by the attending dentist.
- (9) Repair or recementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.
- (10) Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally injured teeth, but only when the tooth, as a result of extensive caries or fracture, cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.
- (11) Dental restoration of permanent front teeth discolored by tetracycline for children under 19.
- (12) For children between the ages of 8 and 19, provide for the cosmetic bonding of eight front teeth if treatment

is required due to severe tetracycline staining, severe fluorosis, hereditary opalescent denting, or amelogenesis imperfecta (effective 1-1-96).

C. The following Covered Dental Expenses shall be paid at 50 percent of the usual, reasonable and customary charge.

- (1) Initial installation of fixed bridgework (including inlays and crowns as abutments).
- (2) Initial installation of partial or full removable dentures (including precision attachments and any adjustments during a six (6) month period following installation.)
- (3) Replacement of an existing partial or full removable denture by a new denture or by new bridgework or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
  - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
  - (b) The existing denture or bridgework was installed under this Dental Expense Benefits Program at least five (5) years prior to its replacement and the existing denture or bridgework cannot be made serviceable; or
  - (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

- (4) Orthodontic procedures and treatment (including related oral examinations) consisting of surgical therapy, appliance therapy, and functional/myofunctional therapy (when provided by a dentist in conjunction

with appliance therapy) for persons under 19 years of age provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age.

**(4) Maximum Benefit**

The maximum benefit payable for all Covered Dental Expenses incurred during any calendar year except for services described in this Subsection (3)C.(4) shall be \$1200 for each individual.

For Covered Dental Expenses in connection with orthodontics including related oral examinations as described in this Subsection (3)C.(4), the maximum benefit payable shall be \$800, (effective 1-1-90, \$1000 for procedures begun after 1-1-90; effective 1-1-96, \$1300, for procedures begun after 1-1-96) during the lifetime of each individual.

**(5) Pre-determination of Benefits**

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$200 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the prepayment agency(s) or insurance company prior to the commencement of the course of treatment.

The prepayment agency(s) or insurance company will notify the Employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount as provided in Subsections (3) and (4), determined in accordance with the limitations set forth in Subsection (6).

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the prepayment agency(s) or insurance company reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the prepayment agency(s) or insurance company, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

The pre-determination requirement will not apply to a course of treatment under \$200 or to emergency treatment, routine oral examinations, X-rays, prophylaxis and fluoride treatments.

**(6) Limitations**

**A. Restorative:**

- (1) Gold, baked porcelain restorations, crowns and jackets.

If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.

(2) Reconstruction.

Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

**B. Prosthodontics:**

**(1) Partial Dentures.**

If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance that the patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

**(2) Complete Dentures.**

If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture service will be made toward such treatment and the balance of the cost remains the responsibility of the patient.

**(3) Replacement of Existing Dentures.**

Replacement of an existing denture will be a Covered Dental Expense only if the existing denture is unserviceable and cannot be made serviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance under this Dental Expense Benefits Program.

**C. Orthodontics**

(1) If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services, to the extent remaining, shall be resumed.

(2) The benefit payment for orthodontic services shall be only for months that Coverage is in force.

**(7) Exclusions**

Covered Dental Expenses do not include and no benefits are payable for:

A. Charges for services for which benefits are otherwise provided for surgical, medical and prescription drug coverage.

B. Charges for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.

C. Charges for veneers or similar properties of crowns and pontics placed on or replacing teeth other than the ten upper and lower anterior teeth.

D. Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.

E. Charges for prosthetic devices (including bridges and crowns) and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.

F. Charges for the replacement of a lost, missing or stolen prosthetic device.

G. Charges for failure to keep a scheduled visit with the dentist.

H. Charges for replacement or repair of an orthodontic appliance.

I. Charges for services or supplies which are compensable under Workers' Compensation or Employer's Liability law.

- J. Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.
- K. Charges for services or supplies for which no charge is made that the patient is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
- L. Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist.
- M. Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.
- N. Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.
- O. Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, state, municipal or other governmental body.
- P. Charges for any duplicate prosthetic device or any other duplicate appliance.
- Q. Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.
- R. Charges for the completion of any insurance forms.
- S. Charges for sealants and for oral hygiene and dietary instruction.
- T. Charges for a plaque control program.
- U. Charges for implantology.
- V. Charges for services or supplies related to periodontal splinting.

**(8) Coordination of Benefits**

The prepayment agency(s) or insurance company shall follow the same procedures with respect to coordination of Dental Expense Benefits as are provided under the program for coordination of hospital, surgical, medical and prescription drug benefits, except that other dental expense benefits will be coordinated only if provided by either a group dental benefit plan or by a comprehensive medical plan providing dental expense benefits, to which in either case, an employer contributes at least 50 percent of the cost.

**(9) Subrogation**

In the event of any payment for Dental Expense Benefits, the prepayment agency(s) or insurance company shall be subrogated to all the individual's rights of recovery therefore against any person or organization except against insurers on policies of insurance issued to and in the name of the individual, and the individual shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights.

**(10) Proof of Loss**

The prepayment agency(s) or insurance company reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. As part of the basis for determining benefits payable, the prepayment agency(s) or insurance company may require X-rays and other appropriate diagnostic and evaluative materials.

**(11) Definitions**

The term "dentist" means a legally licensed dentist practicing within the scope of his license. As used herein, the term "dentist" also includes a legally licensed physician authorized by his license to perform the particular dental services he has rendered. The term "reasonable and customary charge" means the actual fee charged by a

dentist for services rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

- A. The usual fee which the individual dentist most frequently charges the majority of his patients for a service rendered or a supply furnished; and,
- B. The prevailing range of fees charged in the same area by dentists of similar training and experience for the service rendered or supply furnished; and,
- C. Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross-section of dentists rendering such services or furnishing such supplies.

The term "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from the anomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion.

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays or onlays, that the teeth which will serve as abutments or support or which are being

restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

#### 6F. Vision Care Program

Employees (and their Eligible Dependents) will become eligible for these benefits on the first day of the eighteenth month following the month in which they first work.

The Program will pay the usual and customary cost of eye examinations by participating ophthalmologists or optometrists, less a \$10.00 co-payment, plus the full cost of lenses and frames obtained from participating providers, once during any period of 24 consecutive months. An examination by an ophthalmologist, upon referral by an optometrist, within 60 days of a vision examination by the optometrist, will also be paid less a \$10.00 co-payment.

Non-participating providers will be paid according to a reimbursement schedule.

#### 6G. Hearing Aid Program

Eligible Employees, and their Eligible Dependents will be covered by the Program. Employees (and their Eligible Dependents) will become eligible for these benefits on the first day of the eighteenth month following the month in which they first work.

The Program will cover the usual, customary, and reasonable fees for:

- audiometric examinations
- hearing aid evaluation tests (not to exceed \$95\*)
- hearing aid acquisition costs and dispensing fees of participating providers.
- Binaural Hearing Aids when medically necessary.

provided that such services are limited to once during any period of 36 consecutive months.

\*The maximum covered hearing aid expense of \$95 for hearing aid evaluation tests shall be adjusted each year by the percentage increase in the U.S. Consumer Price Index (CPI-W).

Audiometric examinations by an audiologist must be ordered by an otologist or an otolaryngologist who is board certified or board eligible.

Non-participating providers will be paid their usual and customary fees up to the maximum amount paid to a participating provider in the area for comparable services.

#### 6H. Miscellaneous Provisions Regarding Health Care Benefits

(1) It is intended that Employees at all facilities of the Company have access to a Plan providing uniform benefits with respect to those benefits implemented under this program. Health Maintenance Organizations (HMO's) and other alternate plans which have been approved by the Company and the Union may be substituted for these benefits. Insurance companies and service organizations providing Health Care benefits shall do so in accordance with the provisions of a national account program, as administered by the Company, or by an insurance company or service organization designated by the Company which will be the "Control Plan." The Control Plan will be responsible for assuring the uniformity of benefits and for the issuance of an appropriate administration manual.

(2) The National Blue Shield Reciprocity Program will apply in those areas where medical-surgical benefits are provided by Blue Shield.

(3) Any group practice plans or organizations offering health and/or dental services in the geographic areas in which Dana plants are located will be considered as an alternative, if mutually agreeable.

#### (4) Coordination of Benefits.

When protection is provided under another group plan, situations may exist in which an individual is covered for Health Care Benefits under more than one group insurance or prepayment plan. In each situation benefits from all plans might total more than the expenses incurred.

To avoid payment of duplicate benefits, a Coordination of Benefits provision is applicable so that benefits paid under these coverages, when combined with another group plan, are limited to the total allowable expenses as described below incurred by the patient during any claim determination period.

The Coordination of Benefits provision applies to all plans in which the patient is enrolled as an Employee or Dependent, except other group coverages where the family member is paying 1/2 or more of the cost. It does not, however, apply to non-group coverage which is privately purchased.

Allowable expenses include any reasonable and necessary charges for items of medical expenses which are covered in whole or part under this program or any other group plan to which this provision applies.

In addition, for further convenience in the event of a dispute between carriers, this Plan will pay the Employee, doctor, or the hospital for covered services and arrange to adjust the total benefits separately with the other group plan so that the Employee need not be concerned about an outstanding obligation.

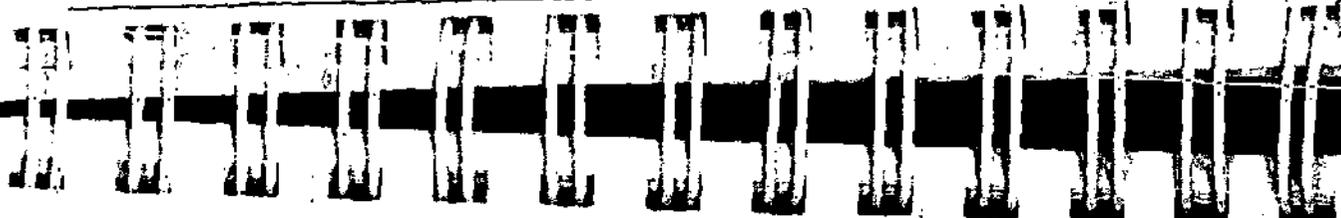
(5) In the event an Employee is required to have a medical examination at the request of the Company or by an insurance company to determine eligibility for Disability Benefits at a location more than 40 miles from his home, travel expenses of thirty-one (\$0.31) cents per mile will be paid by the Company.

**SECTION 7  
CONTINUATION OF COVERAGE DURING ABSENCES FROM WORK**

A. Certain coverages will be continued at Company expense during temporary absences from work as reflected in the following chart. In those situations where the chart indicates that Employee contributions are required in order to continue coverage, the contributions must be paid in advance. In no event will such coverages be continued after loss of seniority.

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<u>Status</u>	<u>Death (1)</u>	<u>Disability</u>	<u>Health Care (2)</u>	<u>Dental</u>
Layoff with one or more years of seniority	Up to 24 mos. at Co. expense per Section 7B plus 12 additional mos. at Employee expense	Terminates (up to 12 mos. with less than 10 yrs. of seniority) 24 mos. following date of layoff	Up to 24 mos. (up to 12 mos. With less than 10 yrs. of seniority) at Co. expense per Section 7B plus 12 additional mos. at Employee expense	Terminates at end of month following month of layoff
<b>Illness Leave of Absence</b>	Continues at Co. expense while receiving Disability Benefits. Thereafter At Employee Expense	Continues at Co. expense while receiving Disability Benefits	Continues at Co. expense while receiving Disability Benefits. Thereafter at Employee expense	Continues at Co. expense while receiving Disability Benefits. Thereafter at Employee Expense



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<b>Personal Maternity Leave (while not disabled)</b>	May be continued at Employee expense	Terminates	May be continued at Employee expense	Terminates
<b>Disabled while on layoff</b>	Continues at Co. expense while receiving Disability Benefits if coverage was in effect at Co. expense at the time disability commenced	Continues at Co. expense while receiving Disability Benefits	Continues at Co. expense while receiving Disability Benefits if coverage was in effect at Co. expense at the time disability commenced	Continues at Co. expense while receiving Disability Benefits if coverage was in effect at Co. expense at the time disability commenced
<b>Local Union Business Leaves (3)</b>	May be continued at Employee expense	Terminates	May be continued at Employee expense	Terminates

Military Leave Active Service	Terminates	Terminates	May be continued at Employee Expense for maximum of 3 years	Terminates
Short-term Military Duty (4)	Continues at Co. expense	Continues at Co. expense	Continues at Co. expense	Terminates
Peace Corps & Education Leaves	Terminates	Terminates	Terminates	Terminates
Family & Medical Leave (FMLA)	May be cont'd at Employer expense	Terminates	Up to 12 weeks per calendar yr. at Company Expense with Documentation Securing FMLA	Up to 12 Weeks per calendar yr. at Company Expense with Documentation Securing FMLA

- (1) "Death" coverage includes Life, Accidental Death & Dismemberment and Survivor Income Coverage.
- (2) "Health Care" means hospital-surgical-medical-drug-vision and hearing aid benefits.
- (3) Excludes Employees on leave of absence for full time employment with the International Union (UAW).
- (4) Excludes Employees of the National Guard and reserve units during the time they receive "Short-Term Military Duty Pay" in accordance with the Master Agreement.

**7B. Additional Provisions Regarding Layoffs**

Employees who are laid off before acquiring one year of seniority will have all coverages cancelled as of last day at work except that hospital-medical-surgical and drug coverages will be cancelled on the last day of the month of layoff.

Laid off Employees who are placed on an inactive preferential recall list will have all remaining coverages cancelled as of the date of such status.

For Employees with one or more years of seniority who are laid off, death benefits and hospital-medical-surgical-drug-vision and hearing aid coverages (but not dental) will be continued for the balance of the month in which the layoff occurs, plus one additional month for each four weeks of SUB Regular Benefits to which the Employee is entitled at date of layoff, based on the CUCB then in effect, to a maximum of twenty-four months. Dental coverage will continue until the end of the month following the month in which the layoff occurs, at Company expense.

Death benefits and Health Care coverages (but not dental) will be continued in accordance with the above provisions or in accordance with the following table, whichever provides the longer period of coverage.

Years of Seniority	Months of Additional Coverage
Less than 1	0
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 but less than 10	12
10 and over	24

For an Employee with one or more years of seniority who is recalled and whose return to work does not equal or exceed 120 days, group insurance coverage will be continued as of the first of the month following the date of a subsequent layoff, for a period of time equal to the balance of the extension period remaining (including the month of recall) as of the date of recall plus one additional month for each month in which he works at least twelve (12) days. In no event will the remainder of the original extension plus any additional extension of group insurance resulting from any subsequent period of work exceed the limits described in this Section 7B.

**7C. Additional Provisions Regarding Illness Leaves of Absence**

Employees on sick leave prior to January 1, 1980, who remain on such leave thereafter will have coverage continued in accordance with the Plan under which they were covered at the time such leave commenced.

Employees who last work on or after January 1, 1980, will be provided with all coverage at Company expense during the period Disability Benefits are payable, provided the Employee retains seniority. Thereafter, such coverage may be continued for the duration of the sick leave provided they pay the required contributions in advance.

**7D. Additional Provisions Regarding Personal, Maternity, and Union Leaves of Absence**

Employees who were on leave of absence prior to January 1, 1980, and who remain on such leave thereafter will have coverage continued in accordance with the Plan under which they were covered at the time such leave commenced.

For Employees who commence a leave of absence on or after January 1, 1980, all coverage except Disability and dental may be continued for the duration of personal, maternity, or union business leaves of absence, (other than full time with the International Union), provided such

Employee makes advance contributions for all such insurance.

If an Employee is granted a personal or maternity leave of absence because of a clinically anticipated disability based on the natural course of the Employee's diagnosed condition, Disability Benefits will be reinstated on the date the Employee becomes totally disabled. All insurance will thereafter be provided at Company expense during the time Disability Benefits are payable.

**7E. Additional Provisions Regarding Military Leaves of Absence**

Employees on leave of absence for active military service may continue their Health Care Benefits (but not dental) in order to provide coverage for their Dependents, provided they make advance contributions equal to the monthly premium. Such insurance may be continued for a maximum of three years.

All group insurance will be continued for Employees who are members of the National Guard or any of the reserve units of the Armed Forces during the time they receive "Short-Term Military Duty Pay," in accordance with the Master Agreement.

Employees who are members of the National Guard or any of the reserve units of the Armed Forces and who are required to attend training sessions may continue their insurance on the same basis as for Employees on personal leaves of absence for any period of time that they are not eligible to receive Short-Term Military Pay, as explained above.

Employees reporting for work from military leave of absence in accordance with the terms of such leave shall be immediately eligible, at no cost to the Employee, for Group Life, AD&D, Survivor Income Benefit insurance, and Health Care Benefits (subject to necessary seniority requirements) for the remainder of the month in which they

report available for work. If such Employees are immediately placed on layoff, the day they report for work shall be deemed to be their last day worked prior to layoff but only for purposes of determining the period of continuation and eligibility for Company contributions for such coverages under the provisions applicable to laid-off Employees.

#### **7F. Discharged Employees**

Life insurance and Accidental Death and Dismemberment insurance for a discharged or disciplined Employee, whose case is under appeal in the grievance procedure, may be reinstated and/or continued for the period his case is under appeal if the Employee makes the required contribution in advance.

Health Care coverage may also be reinstated and/or continued by a discharged Employee during the term of an appeal if the Employee pays the required contribution for such coverage in advance.

If the appeal is upheld, the Company will reimburse the Employee for the premiums paid.

#### **7G. Inter-Plant Transfers (Transfers Under Article 71)**

Employees transferred from one plant to another will be insured for all group insurance coverage as of the date they transfer to the second plant, providing they had sufficient seniority at the first plant to be insured when last at work. If not insured, they will be covered in the same manner as a new Employee. For an Employee transferred to a second plant in accordance with Article 71 of this Master Agreement who is laid off before his subsequent period of employment equals 120 days, group insurance coverage will be continued as of the first of the month following the date of a subsequent layoff (or return to layoff at his first plant) for a period of time equal to the balance of the extension period remaining as of the date of transfer (including the month of transfer) plus one additional month for each month of employment at the subsequent plant

during which month he works at least twelve (12) days. In no event will the remainder of the original extension plus any additional extension of group insurance resulting from any subsequent period of work exceed the limits described in the table in Section 7B. If his subsequent period of employment equals or exceeds 120 days, group insurance coverage will be extended during a subsequent layoff (or return to layoff at his first plant) as if he had been laid off from the home plant.

An Employee covered by this Plan who is laid off and then hired at a UAW represented plant not covered by this Supplement B, and who is identified as a temporary Employee or vacation replacement at the time of hire and whose subsequent period of employment does not continue for at least 120 days, will have group insurance coverage upon a subsequent layoff (or return to layoff at his first plant) continued until the date it would have been terminated as a result of the layoff from the home plant. If such an Employee was hired to a permanent opening or if he is identified as a temporary Employee or vacation replacement and his subsequent period of employment equaled or exceeded 120 days, his group insurance coverage upon a subsequent layoff (or return to layoff at his first plant) will be extended based upon his total continuous seniority in all UAW units in accordance with the provisions of the agreement at the plant from which he is being laid off.

#### **7H. Other Inter-Plant Transfers**

Employees who are transferred to or are laid off and are hired by a plant not covered by Article 71 of the Master Agreement shall have their group insurance coverage continued by the first plant until their coverage becomes effective at the plant of subsequent hire or transfer or until their seniority is cancelled at the first plant, whichever occurs first.

If such Employee is laid off at the second plant or returns to layoff at his first plant, his group insurance coverage will

be continued or reinstated at the first plant until the date it would otherwise have terminated as a result of the earlier layoff.

**7I. Required Employee Contributions**

When Employees are required to make contributions in order to continue their coverages, as explained above, such contributions shall be:

- (a) \$.60 per \$1000 of life insurance per month.
- (b) the actual premium cost of hospital-medical-surgical-drug-vision and hearing aid programs.
- (c) the actual premium cost of the dental program.

**SECTION 8  
CANCELLATION OF COVERAGE -  
CONVERSION PRIVILEGES**

Except as provided for in Section 7 hereof, all coverage will be cancelled as of midnight of the last day at work, or as of the later of the following dates -

- (a) date through which the Employee paid any required contributions while retaining seniority.
- (b) date the Employee loses seniority, except that coverage will be cancelled as of last day at work where seniority is cancelled due to failure to report to work.

The life insurance so cancelled may be converted to an individual policy customarily issued by the insurance company within 31 days from the date of cancellation, in accordance with their regulations. If death occurs during this 31 day period, the life insurance amount will be paid to the beneficiary without the necessity of conversion.

The hospital-medical-surgical coverages can also be converted to a direct pay policy or contract.

**SECTION 9  
COVERAGE FOR RETIRED EMPLOYEES**

Unless otherwise specifically provided for, the following coverage will be provided, as of date of retirement, only for those Employees who have eight or more years of pension credited service and who are eligible for pension benefits under the Dana-UAW Pension Agreement (Supplement C), excluding vested retirements.

**9A. Retired Life Insurance**

- (1) Retired life insurance provided under prior group insurance plans will be continued.
- (2) Terminated Employees who retire and Employees who retire while on a leave of absence for full-time employment with the International Union - UAW are not eligible for retired life insurance hereunder.
- (3) Retirements on or after January 1, 1977, through December 31, 1979:  
\$3,000 on date of retirement, reduced to \$2,500 on their first retirement anniversary date.

(4) Retirements:

	On or After Jan. 1, 1980 and Prior to Feb. 1, 1987	On or After Feb. 1, 1987 and prior to Feb. 1, 1996	On or After Feb. 1, 1996
25 or more years of pension credited service	\$3500	\$4500	\$5500

20 to 25 years of pension credited service	\$3250	\$4250	\$5250
10 to 20 years of pension credited service	\$3000	\$4000	\$5000
8 to 10 years of pension credited service	\$2000	\$3000	\$4000

provided, however, that Employees who retire (except vested retirements and those excluded in item 2 above) who were not insured on the date preceding their retirement date will be insured for \$2000 life insurance on and after their retirement date.

(5) Notwithstanding the above provisions, a person whose disability commenced prior to January 1, 1980, and who, after December 6, 1976, and prior to January 1, 1980, applies for and receives a total and permanent disability pension will have his life insurance continued in an amount equal to that in effect on the day preceding his retirement date and continuing in such amount until his normal retirement date.

Thereafter, his life insurance shall be \$2500 unless his disability pension commences less than one year prior to his normal retirement date in which event his life insurance will be \$3000 during the first year he receives pension benefits and \$2500 thereafter.

(6) An Employee whose disability commenced prior to January 1, 1980, but whose disability pension does not begin until after such date will have his insurance continued unchanged until his normal retirement date, at which date it will be reduced according to item (4) above.

Notwithstanding the above provisions, any Employee who received his life insurance in monthly installments in accordance with the provisions of a former plan as the result of a total and permanent disability will not be insured hereunder for an amount in excess of the commuted value of any unpaid installments, plus \$500.

#### 9B. Health Care Benefits

(1) All coverages in Section 6 of this Supplement B will be provided for eligible retired Employees with eight or more years of pension credited service and Eligible Dependents as defined in this Section 9, including those who retire while on leave of absence for full-time employment with the International Union-UAW, provided however that benefits will be reduced by like benefits payable under the Federal Medicare Program, or which would be so payable except for failure of the retiree or Eligible Dependent to enroll in the Medicare Program. Such coverage will also be provided for the surviving spouse and Eligible Dependents of deceased retired Employees and of deceased active Employees or deceased Employees who were receiving Disability Benefits who would otherwise then be eligible for early retirement benefits under provisions of the Dana UAW Pension Agreement (provided they are covered by the Plan on the day prior to the Employee's or retiree's death, and further provided they are covered by the Medicare program if eligible thereunder.)

In addition, effective January 1, 1996, such coverage will be provided for the surviving spouse and Eligible Dependents of deceased Employees who at the date of their death:

- (i) have been disabled.

- (ii) are receiving Disability Benefits in accordance with Section 5D hereof, and
- (iii) have ten or more years of pension credited service.

(2) Retirees may add Eligible Dependents after their date of retirement, provided they make proper application therefor. Coverage will commence on the first day of the calendar month following the date the application is received by the Company. A surviving spouse cannot add dependents.

#### 9C. Other Coverage

All other coverages, including Accidental Death and Dismemberment, Disability and Survivor Income coverage, will be cancelled as of date of retirement; provided however that total and permanent disability retirees will retain their Survivor Income coverage until age 65 and their Disability coverage (if eligible) for a period equal to the length of seniority when their disability begins, but in no event beyond the length of time that is provided in Section 5 (D) (4) (a).

9D. If the Company rehires a former Employee who retired, all coverage under this Section 9 shall be continued.

9E. A surviving spouse (and Eligible Dependents) who is not otherwise eligible for continuation of health care coverage as described in Subsection 9B, hereof, who qualifies for the Bridge Benefit described in Section 5 of this Plan resulting from the death of an Employee, will be covered for hospital-medical-surgical, prescription drug and hearing aid benefits for six months following the month in which the Employee dies. Thereafter, the surviving spouse can continue such coverage by paying the full premium cost thereof, in advance each month.

9F. The Health Care coverages will be provided for the surviving spouse and Eligible Dependents of an Employee who loses his life as the result of accidental bodily injuries

caused solely by employment with the Company and which results solely from an accident in which the cause and result are unexpected and definite as to time and place. However, such coverage shall not include prescription drug, dental, vision, or hearing aid coverage if such coverage had not yet gone into effect because the Employee had not completed the seniority requirements for such coverage as of his date of death. Such coverage shall terminate upon the remarriage or death of the surviving spouse, except that coverage in effect for Eligible Dependents at the time a surviving spouse dies will continue until such children cease to qualify as Eligible Dependents.

#### 9G. Deductibles and Co-payments Applicable to Benefits Provided in Section 6A and 6B.

The deductibles and co-payments described in this Section 9G are applicable to benefits provided in Sections 6A and 6B.

Effective January 1, 1993, Employees who retired on or after January 1, 1993, (or the Surviving Spouses of such retirees) with single coverage, will pay the first fifty dollars (\$50) of covered expenses and twenty per cent (20%) of additional covered expenses up to an out-of-pocket maximum of one hundred dollars (\$100) per calendar year. Retirees and Surviving Spouses with family coverage, will pay the first one hundred dollars (\$100) of covered expenses and twenty per cent (20%) of additional covered expenses up to an out-of-pocket maximum of two hundred dollars (\$200) per calendar year.

The family deductible of Retirees or Surviving Spouses of such Retirees who retired on or after January 1, 1993, will be met when at least each of two family members incur expenses of at least fifty dollars (\$50) in a calendar year. The out-of-pocket maximum will be met when the total expenses incurred, including the deductibles, reach one hundred dollars (\$100) for single coverage, and two hundred dollars (\$200) for family coverage. When out-of-

pocket maximums have been met in any one calendar year, the Plan will pay one hundred per cent (100%) of usual and customary covered charges incurred in the balance of that calendar year.

## SECTION 10 DEPENDENT GROUP LIFE INSURANCE

### 10.1 Eligibility Date

An Employee shall become eligible for Dependent Group Life Insurance on the first day of the calendar month next following his first anniversary with the Company provided he then has at least one Dependent as defined below. If the Employee is not then insured for the Life Insurance described in Subsection 5A or does not have a Dependent, he shall become eligible for Dependent Group Life Insurance on the first day of the calendar month following the date both these conditions are first met.

The date the Employee becomes eligible for Dependent Group Life Insurance shall be referred to herein as the Employee's eligibility date.

### 10.2 Enrollment and Effective Dates

The Employee's Dependent Group Life Insurance shall become effective as follows:

- (a) If he enrolls on or before his eligibility date, insurance becomes effective on his eligibility date.
- (b) If he enrolls during the 31-day period following his eligibility date, insurance becomes effective on the first day of the calendar month following the date of enrollment.
- (c) If he enrolls after the 31st day following his eligibility date, he must furnish evidence satisfactory to the insurance company of each Dependent's good health. In such case, insurance will become effective on the first day of the calendar month following the date the insurance company approves the evidence for each Dependent for whom evidence has been submitted.

In any event, the Employee must be actively at work on the date insurance would otherwise become effective. If the Employee is not actively at work on such date, insurance becomes effective on the date he returns to active work.

### 10.3 Definition of Dependent

"Dependent" for the purpose of this Section is defined in Section 2(5), "Eligible Dependent", of this Supplement B, but limited to such Dependents who are over 14 days of age.

### 10.4 Amount of Insurance

Effective 2/1/87

Spouse	\$5,000	or	\$10,000
Child	\$2,000		\$ 4,000

### 10.5 Contributions

Employee's Age	Monthly Contribution	or	Monthly Contribution Effective 2/1/87
Less than 30	\$0.75	or	\$1.50
30-34	0.80	or	1.60
35-39	0.95	or	1.90
40-44	1.30	or	2.60
45-49	1.90	or	3.80
50-54	2.80	or	5.60
55-59	4.20	or	8.40
60-64	6.10	or	12.20
65-69	9.35	or	18.70

The Employee will contribute the full cost and contributions are payable monthly in advance. When the Employee attains a birthday which places him in a higher age bracket, the monthly contribution will change on the first day of the calendar month following the month in which his birthday occurs.

#### 10.6 Payment of Benefits

If a Dependent dies from any cause while the Employee is insured for Dependent Group Life Insurance, the insurance will be paid to the Employee.

#### 10.7 Termination of Insurance

Dependent Group Life Insurance shall automatically terminate on the earliest of the following:

- (a) The date the Employee ceases to have a Dependent as defined above.
- (b) The date the Employee ceases to be insured for life insurance provided in accordance with Subsection 5A.
- (c) If the Employee fails to make a required contribution for Dependent Group Life Insurance when due, the last day of the calendar month immediately preceding the calendar month for which such contribution was due.
- (d) The date of discontinuance of Dependent Group Life Insurance under the Plan.

The Dependent Group Life Insurance on account of any Dependent shall automatically cease on the day immediately preceding the date such person ceases to be a Dependent as defined herein.

#### 10.8 Conversion Privilege

Upon written application made by a person to the insurance company within 31 days after the date of termination of the Dependent Group Life Insurance on account of such person because of:

- (a) termination of the Employee's life insurance provided in accordance with Subsection 5A, unless such termination was due to discontinuance of the Dependent Group Life Insurance Plan, or
- (b) such person's ceasing to be a Dependent as defined herein;

such person shall be entitled to have an individual policy of life insurance only, (without disability or accidental death benefits), issued by the insurance company, without evidence of insurability. Such individual policy shall be upon one of the forms then customarily issued by the insurance company, except term insurance. The amount of such individual policy cannot be greater than the amount of the Dependent Group Life Insurance in force on account of such person on the date of termination of such insurance.

Any individual policy of life insurance so issued shall become effective at the end of the 31-day period during which application for such individual policy may be made. If, however, the person who is entitled to the individual policy of life insurance dies during such 31-day period, the insurance company shall pay to the Employee, whether or not application for such individual shall have been made, the maximum amount of life insurance for which an individual policy could have been issued.

December 5, 1983

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Eligibility for Disability Benefits Substance Abuse  
Facility

Dear Mr. St. Pierre:

This will confirm our understanding with respect to proof of claim of Disability Benefits in the case of an Employee who (1) is under treatment for alcohol or drug abuse in a residential or outpatient substance abuse treatment facility approved under the Health Care Plan, and (2) meets all the conditions of eligibility for Disability Benefits set forth in Section 5D of the Death and Disability and Health Care Plan if such employee is deemed to be under a doctor's care.

The Corporation will arrange with the insurance companies providing such benefits to consider as proof of claim a certification that such an Employee is totally and continuously disabled and unable to perform any and every duty of his or her occupation when such certification is provided either by the facility's physician, or by a physician consultant selected by the facility, based on information of a therapist who is supervising the Employee's therapy. The physician or physician consultant furnishing such certification shall be a licensed doctor of medicine.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/mp-Supp. B

December 5, 1983

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Alternative Health Care Plan Health  
Maintenance Organizations

Dear Mr. St. Pierre:

This will confirm our understanding reached in these negotiations concerning the offering of alternate health care plans by Health Maintenance Organizations (H-M-O's), instead of the Health Care Benefits in Section 6 of Supplement B. The Company and the Union believe that such organizations may be an effective method of cost control which both parties desire.

Any H-M-O qualified under the National Health Maintenance Organization Act of 1973, as amended, or under any appropriate state legislation, seeking to activate the Company for enrollment therein will be reviewed by the Company and the UAW-Dana Department prior to acceptance. If acceptable, the Company and the Union will cooperate in an open enrollment of eligible Employees. Non-qualified H-M-O's and group practice plans may also be given enrollment privileges, provided they are mutually acceptable by the Company and the Union.

In the event an otherwise mutually agreeable H-M-O does not offer all of the benefits included in the Health Care Benefits of Supplement B (such as dental, vision, and hearing aid benefits) the parties may agree to provide such benefits through the regular Health Care Plan.

The Company will contact any Health Maintenance Organization with which it has a current contract in effect

to determine the cost thereunder for the inclusion of any improvement in Health Care Benefits negotiated between the Company and the Union.

In calculating the Company's monthly contributions (and any required member contributions) under Section 6 of the Health Care Benefits toward the cost of coverage for eligible members subscribing to an alternative H-M-O plan, the following method will be used:

1. At the time of any change in the component premium rates (e.g., single, two-party, family) of either an alternative plan or the corresponding local plan, the alternative plan composite premium shall be compared to an adjusted local plan composite premium developed by using comparable local plan component rates and the alternative plan enrollment mix. (Upon approval of an alternative plan not previously available under the Health Care Program, the average enrollment mix for existing alternative plans shall be used to determine the adjusted local plan composite premium.)

2. If the adjusted local plan composite premium is in excess of the H-M-O alternative plan composite premium, the Company shall pay the full premiums of eligible members subscribing to the alternative plan. See Example No. 1 on the attachment.

3. If the H-M-O alternative plan composite premium is in excess of the adjusted local plan composite premium, the Company's contribution on behalf of an eligible member enrolled in such H-M-O alternative plan shall be limited to the amount obtained by multiplying the amount of the applicable component premium rate for the alternative plan by the ratio derived from the adjusted local plan composite premium divided by the alternative plan

composite premium. The H-M-O alternative plan member contribution amount shall be the difference between the appropriate alternative plan component rate less the applicable Company contribution. See Example No. 2 on the attachment.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/mp-Supp. B

#### Example No. 1

	Alternative Enrollment Mix	Plan Monthly Rates*	Local Plan Monthly Rates*
Single	16%	\$ 35.00	\$ 30.00
Two-Party	23%	75.00	70.00
Family	61%	100.00	110.00
Composite		\$ 83.85	\$ 88.00

The adjusted local plan composite rate of \$88.00 is in excess of the alternative plan composite premium of \$83.85. Therefore, even though the alternative plan single and two-party component rates exceed those of the local plan, the Company will pay the full premiums of all members enrolled in the alternative plan.

#### Example No. 2

Single	16%	\$ 35.00	\$ 30.00
Two-Party	23%	75.00	60.00
Family	61%	100.00	100.00
Composite		\$ 83.85	\$ 79.60

The alternative plan composite premium of \$83.85 is in excess of the adjusted local plan composite premium of

December 5, 1983

\$79.60. Shown below is the calculation of the Company's and subscriber's contributions toward payment of the alternative plan premiums.

Alternative plan composite rate: \$83.85  
Adjusted local plan composite rate: \$79.60  
Ratio of the adjusted local plan composite premium to the alternative plan composite premium:  
 $\$79.60 \div \$83.85 = .949$

Company and member monthly liability:

Alternative Plan Component Rates*	Company Liability (Component x .949)	Member Liability
Single	\$ 35.00 x .949 = \$33.22	\$1.78
Two-Party	75.00 x .949 = \$71.18	3.82
Family	100.00 x .949 = \$94.90	5.10

\*The calculation of Company and member liability would be based on each specific alternative plan component rate.

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Mr. Robert St. Pierre  
Administrative Assistant  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: National Health Insurance

Dear Mr. St. Pierre:

This confirms our understanding that, if, during the term of the Collective Bargaining Agreement between the Corporation and the Union currently being negotiated, any Federal health security act (other than Workers' Compensation or occupational disease law) is enacted or amended to provide hospital, medical, prescription drug, dental, vision, or hearing aid benefits for employees, retired employees, or surviving spouses and their eligible dependents, which in whole or in part duplicate or may be integrated with the benefits under Supplement B, the benefits thereunder shall be modified in whole or in any part, so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such Federal law.

If any such Federal law is enacted or amended, as provided in the paragraph above, the Corporation will pay, during the period of the contract, any premiums, taxes or contributions employees may be required to pay under the law, when they become effective, that are specifically earmarked or designated for the purpose of financing the program of benefits provided by law, in addition to any premiums, taxes or contributions required of the Corporation by law. If such tax on Employees is based on wages, the Corporation will pay only the tax applicable to wages received from the Corporation.

Any savings realized by the Corporation from integrating or eliminating any duplication of benefits provided under Supplement B with the benefits provided by law shall be retained by the Corporation.

This understanding is conditioned on the Corporation's obtaining and maintaining such governmental approvals as may be required to permit the integration of the benefits provided under Supplement B with the benefits provided by any such law; otherwise, the Company and the Union shall meet and develop an acceptable alternative to accomplish the intent of this letter for the remaining term of the agreement.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/mp-Supp. B

December 4, 1983

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Prepaid Dental Care Programs

Dear Mr. St. Pierre:

During the term of the new agreement joint efforts will be made by the Company and the Union to establish quality prepaid dental programs in areas where plants covered by this agreement are located.

Once such a program is available and has been found satisfactory by the Company and the Union, an enrollment date will be established at which time the prepaid program will be offered as primary coverage, with the option to remain in the present program.

The level of benefits offered through the prepaid program will be no less than the benefits presently covered by the dental program, and while there may be slight variations in the different locations, the out-of-pocket expenses will be lower and improved levels of benefits will be made available.

Each member eligible for dental coverage will be given detailed information to enable the membership to make the proper selection. The new program will provide for periodic openings to enable members to choose the appropriate program should his circumstances change following his original enrollment.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/mp-Supp. B

October 3, 1989

Ms. Odessa Komer  
UAW Vice President  
UAW-SOLIDARITY HOUSE  
8000 Jefferson  
Detroit, Michigan 48214

RE: Health Care Cost Containment, Utilization  
Review, and Case Management

Dear Ms. Komer:

During the 1989 contract negotiations, both the Company and the Union expressed concern about the continuing cost increase of health care and in continuing efforts to control such costs. As a result, we have agreed to the following:

1. To expand the agreed upon utilization review program to all plants covered by Supplement B of the Master Agreement.
2. To incorporate the Case Management program offered by any utilization review programs in all plants, effective on the later of January 1, 1987, or upon adoption of a utilization review program.
3. To incorporate local Hospice programs wherever they are available.
4. To incorporate Local Urgent Care facilities as a substitute for use of hospital emergency rooms, where cost effective.
5. Implement coverage for cardiac rehabilitation programs, at locations where the parties are satisfied with the quality and operation of such programs.

The Company and the Union will jointly be responsible for adopting mutually satisfactory programs. Any such programs that are adopted will be reviewed on a timely basis by the Company and the Union.

Sincerely,  
Robert Arquette  
Director, Industrial Relations

October 3, 1989

Ms. Odessa Komer  
UAW Vice President  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Alternate Health Care Plan - Preferred  
Provider Organizations

Dear Ms. Komer:

This will confirm our understanding concerning the offering of alternative health care services by Preferred Provider Organizations (P.P.O.'s). The Company and the Union agree that Preferred Provider Organizations may be an effective and cost efficient method of delivering health care benefits specified in Supplement "B". A Preferred Provider Organization will be offered to our employees and retirees (who are otherwise eligible for coverage under Supplement "B"), on an optional basis at any plant location where such P.P.O. can be made available. Annual open enrollment periods will be established for each P.P.O. as they are made available by plant location.

Comprehensive, high quality health care will be assured by requiring that any offering of a P.P.O. meet the following criteria:

1. The level of benefits offered by the Preferred Provider Organization will be no less than the benefits presently covered under the Hospital-Medical-Surgical portions of Supplement "B" of the Master Agreement. The P.P.O. will provide certain additional benefits described below. The P.P.O. will monitor the quality of care, scope, and level of benefits provided to employees.
2. The Company will not be required to establish or continue a Preferred Provider Organization if its cost

exceeds the composite premium of the "traditional" Hospital-Medical-Surgical coverage at any plant location covered by this agreement.

3. In order for an employee, retiree, or covered dependent to receive full benefit for covered services, such covered services must be obtained through the organization's panel of providers.

4. The P.P.O. will assume responsibility for selection and periodic evaluation of providers to ensure sufficient numbers and types of providers to allow adequate access for employees, retirees, and/or covered dependents.

5. Preferred Provider Organizations will provide additional benefits as follows:

A. Physician office visits: coverage is provided for P.P.O. option enrollees only. Benefits are payable only when office visits are performed by panel providers subject to the conditions below:

- (1) The benefit available is 70% of the charge recognized by the P.P.O. for panel providers.
- (2) Coverage includes medical visits by a physician when rendered in the physician's office, the home, or the outpatient department of a hospital, for the examination, diagnosis, and treatment of any condition of disease or injury.
- (3) Subject to other program provisions and limitations, the following items may be covered during an office visit:
  - a. history
  - b. physical examination
  - c. complete blood count
  - d. urine analysis
  - e. vital signs
  - f. breast examination, and
  - g. pelvic examination with PAP smear

(4) Office visit coverage does not duplicate or replace benefits available under other areas of coverage, such as mental health, prenatal or postnatal care, immunizations, routine eye examinations or substance abuse.

(5) Office visit coverage does not include office visits for:

- a. insurance or employment examinations
- b. manipulation and/or adjustment of subluxation
- c. allergy testing, and
- d. injections

(6) Office visits to a non-panel physician, without referral by a panel physician, are not covered.

B. Well baby care: coverage is provided for P.P.O. option enrollees only. Benefits are payable only when office visits are performed by panel providers subject to the conditions below:

- (1) The children must be under one (1) year of age.
- (2) The maximum total benefit is \$100.
- (3) After the \$100 maximum is exhausted, further office visits are subject to the provision of subsection A above.

C. Immunizations: coverage is provided for certain immunizations for P.P.O. option enrollees only. Benefits are payable only when immunizations are performed by panel providers subject to the conditions below.

- (1) The children must be six (6) years of age or younger.
- (2) Coverage includes up to:
  - a. four doses of diphtheria, tetanus, pertussis (DPT) serum
  - b. three doses of polio serum, and

c. one dose each of measles, mumps, and rubella serum

(3) Serum is covered only when it is not supplied by a health department or other public agency.

6. Payment for services provided by a non-panel provider, unless the employee or covered dependent is referred by a panel provider, will be 80% of the provider's reasonable and customary charges for the same service or, if less, the actual charges. The reimbursement to providers by the P.P.O. will be reduced to reflect any waiver or forgiveness by a provider of the remaining 20%. The 80% limitation on payment by the P.P.O. shall not be applicable to an employee's covered expenses in excess of \$500 in a calendar year, or the employee's and his dependent's covered expenses in excess of \$1,000 in a calendar year.

7. Effective with the 1989 Master Agreement, the Company and the Union agree to establish a joint Health Care Committee consisting of three members from each party. The joint committee will be responsible for making the mutual agreement necessary to adopt, install and continue to offer a P.P.O. at various plant locations. The committee will be guided by the terms of this letter in the matter of approving the adoption and continued offering of each respective P.P.O.

The joint committee will, during the course of the agreement, receive the necessary data to evaluate the quality of health care benefits and the cost effectiveness of the P.P.O.'s.

Sincerely,  
Robert Arquette  
Director, Industrial Relations

## Group Insurance - Health Care

The following revisions shall be made in the health care programs in Supplement B effective February 1, 1999:

### Health Care Improvements

- Provide coverage for Prostate-Specific Antigen (PSA), once each year for eligible employees or dependents age 40 and older. The PSA shall be performed within guidelines established by the American Cancer Society.

### Durable Medical Equipment

- Provide spring-powered device for lancets used with home glucose monitors for diabetics.

### Prosthetic and Orthotics

- Lower extremity, quick-change self-aligning unit for use with a knee prosthesis.
- Endoskeletal knee-shin system stance flexion feature to control movement of the knee socket in prosthesis.
- Endoskeletal knee-system microprocessor for automatic control of a knee prosthesis.
- Endoskeletal system, high activity knee control frame to hold the prosthesis in place.
- Endoskeletal system lower-extremity, dynamic prosthetic pylon to increased freedom of movement for above and below the knee amputees.

November 18, 1998

Ms. Elizabeth Bunn  
Vice President and Director  
UAW Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Supplement B, Section 6C - Prescription  
Drug Program

Dear Ms. Bunn:

During the 1995 Dana-UAW Master Contract negotiations, the Company and the Union agreed to adopt certain changes in the prescription drug program. Effective April 1, 1996, the mandatory mail order system will thereafter deliver those maintenance prescriptions, named in Section 6C, in dosages of greater than 34 days but not more than 90 days to covered employees, dependents and retirees. If, in the future, a mandatory mail order system is prohibited by law at any location covered by this agreement, the Company and Union will meet immediately to establish a mutually satisfactory over-the-counter prescription drug purchase replacement program for the affected location(s).

The Company will continue to recognize "dispense as written" prescriptions in the same method as under the 1992 agreement. Employees and their physicians will be encouraged to use dispense-as-written prescriptions only in case of recognized medical necessity.

Sincerely,  
D.C. Warders  
Director, Industrial Relations

December 4, 1995

Ms. Carolyn Forrest  
Vice President and Director  
UAW-Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Application of OBRA '93, Change of  
Federal Medicare  
Primary/Secondary Payor Rules

Dear Ms. Forrest:

During the 1995 Master Contract negotiations the Company and the Union agreed to a revision of Section 5D(2)(f) of Supplement B. This revision will provide a monthly allowance, equal to the Medicare Supplement provided in Section 10.1 of Supplement C for disabled employees who are (or may become) eligible for coverages under the Federal Medicare Program. It was agreed that all employees so eligible must enroll in the Medicare Program, and will cooperate fully with the Company or its agents, in their attempts to rectify past health care claims. Disabled employees previously enrolled who received a monthly supplement of \$33.60 (prescribed in Section 5D(2)(f)) will be paid a monthly allowance in accordance with the newly revised Section 5D(2)(f) of Supplement B and will also be paid a makeup amount for past months they have been enrolled. The make-up amount will be the difference between the \$33.60 and the then current supplement provided in Section 10.1 of Supplement C. Disabled employees who may be retroactively enrolled and certified for coverage under Medicare will be paid the entire amount of the then current Medicare Supplement provided in Section 10.1 of Supplement C retroactive to the time of such certification of coverage under Medicare.

It is agreed that employees who are disabled and eligible for Medicare must enroll for coverage. Medicare

benefits payable under Supplement B will be reduced by like benefits payable under the Medicare Program or which would be payable except for the employee's failure to enroll in the Medicare Program. Medicare will be the primary payor in accordance with the provisions of OBRA '93.

The Union expressed concern should the Medicare primary/secondary rules change again in the future. It is understood by both parties that employees who cooperate with these efforts will not be disadvantaged, to that end further changes were made in Section 5D(2)(f) of Supplement B. With these changes the pending policy grievance on this issue is settled.

Sincerely,  
Chris Bueter  
Industrial Relations

**MEMORANDUM OF UNDERSTANDING  
VOLUNTARY EMPLOYEE BENEFIT  
ASSOCIATION**

Dana and the UAW agree to establish a Trust that qualifies as a Voluntary Employee Benefit Association (VEBA) under all applicable current regulations. The Trust will be established as soon as practical following the ratification of the 1995 Master Agreement and will be administered consistent with Section 15 of Supplement "D" to the 1995 Master Agreement, which will establish a joint board of administration. The Company will prepare and submit all required applications and documentation for the establishment of the Trust and the VEBA plan document. The VEBA plan document will be the total authority for the establishment and continuance of the VEBA. Such plan document will be mutually agreed to by both parties. The VEBA will be used for the exclusive purpose of paying the additional cost of health care provided under Section 9 of Supplement "B" of the 1995 Dana/UAW Master Agreement for Retirees and Surviving Spouses who retired during the term of the 1992 Master Agreement or later, and in the manner described herein.

**FUNDING**

(Effective January 1997 through December 31, 1998)  
An initial contribution of three million dollars (\$3,000,000) will be made as soon as the VEBA has been established and approval has been granted by the applicable government authority. Effective with the last weekly pay period in January 1997, monthly contributions will be made to the balance in the Trust fund in an amount equal to ten cents (10¢) per hour worked by all bargaining unit employees covered by this agreement for the previous month.

Effective the last weekly pay period in January, 1999, and continuing through December, 2001, monthly contributions will be made to the balance in the Trust Fund

in an amount equal to thirty-one cents (\$.31) per hour worked by all bargaining unit employees covered by this Agreement for the previous month.

**PAYMENT OF BENEFITS**

Effective April 1, 1998 and April 1st each year thereafter, Retirees and Surviving Spouses, who retired under the 1992 Master Agreement or later, will be responsible to pay the difference between the actual current cost of Hospital-Medical-Surgical premiums and the base rates in the following table:

Monthly Amounts	Population Groupings
	Retirees and Surviving Spouses NOT eligible for Medicare
\$241.00 -	Single Rate
\$444.00 -	Family Rate
	Retirees and Surviving Spouses eligible for Medicare
\$ 62.00 -	Single Rate
\$136.00 -	Family Rate

The basis for the above rates is the average of the total net, paid, incurred H-M-S claims for 1993 and 1994 for all Dana/UAW Retirees and Surviving Spouses.

The actual current cost of the H-M-S premiums for Retirees and Surviving Spouses in the above categories shall be determined by the Company annually. Each subsequent period will be a two-year average starting with 1994/1995, then 1995/1996, and so on. The rates for each

subsequent period will be subject to an audit by an independent actuary chosen by the Board of Administration if requested by either party. The cost of such audit shall be paid out of the Trust.

The required payment will be withdrawn from the VEBA Trust fund by the Trustees for all Retirees and Surviving Spouses who retired under the 1992 Master Agreement or later. In the event the VEBA Trust fund should become depleted, monthly contributions required by Retirees and Surviving Spouses who retired under the term of the 1992 Master Agreement will be limited for their lifetime to fifty dollars (\$50) per covered person. The method of collection of Retiree and Surviving Spouse contributions under this plan will be administered by the Company. The coverage of persons who fail to make the required payments will be cancelled. Such cancellation will be no sooner than sixty (60) days following notice of non-payment to the Retiree or Surviving Spouse of such Retiree.

The Joint Board of Administration will monitor the VEBA Trust on a regular basis and if it appears that the Trust will become depleted, the Joint Board of Administration, by mutual agreement, will have the prerogative to reduce the amount of payments from the VEBA Trust in order to extend the duration of such payments.

The above provisions shall not apply to Retirees and Surviving Spouses whose retirement benefits began prior to January 1, 1993.

Should it become necessary to close a plant covered by this agreement during the life of this agreement, a special contribution will be made to the VEBA. The amount of the special contribution will be determined by multiplying two thousand dollars (\$2,000) by the number of employees on the seniority list of the affected plant and who are eligible

or will become eligible for retirement under the terms of Section 4 (Normal Retirement) or Section 5 (Early Retirement) of Supplement "C" to the Dana/UAW 1998 Master Agreement.

During the 1998 Master negotiations, the Union expressed concern over the potential future financial impact of the health care revisions upon employees and future retirees. Accordingly, the Company agreed to discuss the Union's concerns at the 2001 Master negotiations and bargain over this matter as it affects both active employees and employees who retired on or after the effective date of the 1992 Master Agreement.

**SUPPLEMENT C**  
**DANA - U.A.W. PENSION AGREEMENT**

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**SUPPLEMENT C  
DANA - U.A.W. PENSION AGREEMENT**

The Pension Agreement entered into on August 9, 1950, as amended from time to time and now in effect between Dana Corporation, hereinafter referred to as the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Locals:

Local No. 155,	Formsprag Production and Maintenance Unit;
Local No. 279,	Richmond Machining Production and Maintenance Unit;
Local No. 644,	Pottstown Production and Maintenance Unit;
Local No. 644,	Pottstown Office and Technical Unit;
Local No. 1363,	Richmond Sleeve Castings Production and Maintenance Unit;
Local No. 1765,	Lima Production and Maintenance Unit;

herein referred to as the Union, is hereby further amended effective November 23, 1998 as follows with a termination date of December 3, 2001.

The parties hereto have mutually agreed to the following:

## SECTION I DEFINITIONS

### 1.1 Actuarial Equivalent

A benefit of equivalent value to another benefit. In determining the equivalent value for a benefit payable as a lump sum, the calculation shall be based upon the "Applicable Mortality Table" and "Applicable Interest Rate" as defined in the Internal Revenue Code Sec 417 (e) (3) except that the applicable interest rate shall remain constant for each Plan Year and shall be the applicable interest rate for the month of November preceding the applicable Plan Year. For calculation of benefits other than as a lump sum, the equivalent benefit shall be determined using the Applicable Mortality table described above and 7% interest.

The benefit payable to an Employee shall not be less than the amount of his accrued benefit determined as of any earlier date during his period of Plan participation, calculated based on the interest rate and mortality table used under the plan on such earlier date. The preceding sentence however, shall not require the determination of the lump sum benefit on assumptions other than the Applicable Mortality Table and Applicable Interest Rate. The Actuarial Equivalent of an employee's benefits shall be determined at the time the Employee's benefits commence, except that if the benefit payments to the Employee are resuming after a period of suspension in accordance with Section 12.1, and if no additional benefits were earned during the period of suspension, then the amount of the Employee's benefits shall not be recalculated.

### 1.2 Actuarial Liability

The amount attributed by the Actuary to the period of time prior to the date of the actuarial valuation. The actuarial liability equals the present value of all benefits less the present value of future normal costs. The present value of benefits need not include the present value of Supplements payable prior to age 65.

### 1.3 Actuary

An independent individual actuary selected by the Company who is a member of the Society of Actuaries, or a firm of independent actuaries selected by the Company one of whose members is a member of the Society of Actuaries and who is an Enrolled Actuary.

### 1.4 Basic Pension Benefit

The monthly benefit calculated in accordance with Schedule A herein excluding any Supplement, Temporary Benefit or Medicare Benefit.

### 1.5 Benefit Commencement Date

The date as of which benefit payments hereunder are scheduled to commence.

### 1.6 Code

The Internal Revenue Code of 1986, as amended from time to time, and lawful regulations and pronouncements promulgated thereunder.

### 1.7 Company

Means Dana Corporation, a corporation organized under the laws of the Commonwealth of Virginia, and any subsidiary or affiliate that is required to be aggregated with Dana Corporation pursuant to Code Sections 414(b), 414(c), 414(m), or 414(o).

### 1.8 Credited Service

Credited Service means the number of years and parts of years an Employee shall count toward becoming eligible for a pension.

### 1.9 Employee

Except where the context otherwise requires, the term Employee or Employees means persons employed by the Company who are within the collective bargaining unit or units designated by this Pension Agreement and as defined in the Labor Agreement or Agreement existing between the parties and shall not include retired Employees. The term

Employee shall not include any employee leased by the Company who must be treated as an employee of the Company by virtue of Section 414(n) of the Code.

#### 1.10 Final Average Base Pay

Final Average Base Pay means an Employee's average straight-time hourly rate, including bonuses and incentive earnings, but excluding reducible cost of living allowances, shift premium, overtime pay, salary while on a management payroll and any other compensation, provided that the amount of annual compensation taken into account in calculating an Employee's Final Average Base Pay shall not exceed such amount as shall be permitted pursuant to Code Section 401(a) (17).

- A. If an Employee had earnings in the calendar year preceding the calendar year in which he retires, his average straight-time hourly rate paid during that preceding calendar year will be his Final Average Base Pay and will be used to determine his benefit class, as used in Schedule A herein.
- B. If an Employee did not have earnings in the calendar year preceding the calendar year in which he retires, his average straight-time hourly rate paid in the last calendar year in which he did have earnings will be his Final Average Base Pay and will be used to determine his benefit class, as used in Schedule A herein, based on the assumption that he was retiring in the year following that in which he last had earnings.
- C. If an Employee last worked prior to December 1, 1967, the average straight-time hourly rate paid to an Employee in the job classification he would return to (if he were to return to work) in the calendar year preceding the year in which he retires will be his Final Average Base Pay and will be used to determine his benefit class, as used in Schedule A.

#### 1.11 Final Base Pay

173-1/3 hours multiplied by the sum of the Employee's

Final Average Base Pay as determined in item 1.10 above plus reducible cost-of-living.

#### 1.12 Future Service Date

The date under the original Pension Agreement, or under the Agreement as thereafter amended, from which future service is credited, or the Employee's adjusted pension service date, whichever is later. The Future Service Date for Locals under the original Pension Agreement is the end of the 1950 Social Security year and for Locals subsequently included in the Agreement, such date is as follows:

Local No. 2	Ecorse P & M Unit December 26, 1955
Local No. 155	Formsprag P & M Unit December 1, 1973
Local No. 380	Hamtramck P & M Unit December 22, 1958
Local No. 437	Chelsea P & M Unit December 21, 1958
Local No. 437	Chelsea Office Unit January 1, 1959
Local No. 644	Pottstown Office Unit December 16, 1951
Local No. 724	Lansing Office Unit December 23, 1951
Local No. 889	Ecorse Office Unit January 1, 1957
Local No. 1648	Chicago P & M Unit January 1, 1992
Local No. 1765	Lima P & M Unit January 1, 1975
Local No. 1838	Edgerton P & M Unit January 1, 1976

#### 1.13 Hour of Service

Means each hour for which an Employee is paid, or entitled to payment;

- A. for the performance of duties for the Company

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- B. on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, as well as each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company.

The foregoing provisions shall be administered in accordance with Department of Labor regulations set forth in Section 2530.200b-2(b) and (c) where applicable.

#### 1.14 Monthly Pension Benefit

Monthly Pension Benefit means the total monthly benefit including the Basic Pension Benefit, Temporary Benefit, and Supplements, but excluding the Medicare Benefit.

#### 1.15 Normal Cost

The amount attributed by the Actuary to benefits earned in the current year. A proportionate share of Supplements payable prior to age 65 need not be allocated to the current year.

#### 1.16 Normal Retirement Date

The first day of the month coincident with or next following an Employee's attainment of Normal Retirement Age.

#### 1.17 Normal Retirement Age

Age 65.

#### 1.18 Plan

The Dana - UAW Pension Agreement.

#### 1.19 Plan Year

The period of 12 consecutive months beginning with January 1, and ending December 31 of each year.

#### 1.20 Primary Insurance Benefit

The unreduced benefit payable under the Federal Social Security Act.

#### 1.21 Supplements

Any monthly benefit paid in addition to the Basic Pension Benefit, excluding the Medicare Benefit and the Temporary Benefit.

#### 1.22 Surviving Spouse

The spouse of an Employee, or former Employee, to whom the Employee has been married for at least one year prior to the Employee's death.

#### 1.23 Survivor's Benefit

An immediate annuity for the life of the Employee with a survivor annuity for the life of the Surviving Spouse which is a percentage (as set forth in Section 9) of the amount of the annuity which is payable during the joint lives of the Employee and the Surviving Spouse. A description of the Survivor's Benefit payable to the Surviving Spouse is set forth in Section 9.

## SECTION 2 FUNDING

#### 2.1 Pension Fund

The Company has established a pension fund to be held and invested by a trustee or trustees and their successors or a life insurance company or companies into which, during the effective period of this Pension Agreement, the Company's payments to fund pensions shall be made. No Employee shall make or be required to make any payment to the pension fund. Pensions shall be payable only from the pension fund and only upon the Employee's applying for pensions in the manner provided by the applicable Pension Agreement. Expenses of the pension fund also shall be payable from the pension fund except to the extent that the Company shall pay them.

## 2.2 Pension Fund Trustees

The Company may enter into a trust agreement with a trustee or trustees selected by the Company to manage and operate the fund and to receive, hold and disburse such contributions, interest, and other income as may be necessary to pay benefits under this Pension Agreement as are not provided for by an insured fund, and/or the Company may enter into a contract with an insurance company or companies selected by the Company for the payment of the benefits under this Pension Agreement as are not provided for by a trust fund.

The Company shall have the sole right to select and contract with a corporate trustee or trustees, an insurance company or companies, to remove any trustee or trustees, insurance company or companies, to select successors, and to determine the form and terms of the Trust Agreement with the trustee or trustees or the form of the insurance contract with the insurance companies.

## 2.3 Contributions to the Pension Fund

The Company agrees that, during the effective period of this Pension Agreement, it will make contributions to the pension fund sufficient to avoid deficiency in the Funding Standard Account as defined by ERISA.

All of the foregoing is subject to the understanding that the Company will not be required to make in any year a contribution which is greater than the amount which is deductible for tax purposes in that year.

## 2.4 Gains Within Fund

Any actuarial gains or dividends payable by any insurance company arising from favorable experience under the pension fund or under this Pension Agreement or any forfeiture of any kind shall not be applied to increase the benefits any Employee would otherwise receive under this Pension Agreement.

## 2.5 Reports

The Company will cause the Board of Administration to be furnished annually with a statement, certified by an Actuary, that the amount of the assets of the pension fund is not less than the amount required to be in such pension fund on the basis of the Normal Cost and the Actuarial Liability under this Pension Agreement (except the cost of Supplements payable before age 65) as computed by an Actuary and then in use for funding purposes, on the basis of the maximum funding period then in effect.

The Company shall also cause the Board of Administration to be furnished annually with a statement certified by an Actuary that the amount of the contributions made to the pension fund during the year covered by such statement is not less than the amount required to fund the cost of Supplements payable before age 65 on the basis from time to time approved by said Actuary.

## 2.6 Payments From the Fund

No payments pursuant to the Pension Agreement (other than such expenses of administering this Pension Agreement as the Company shall pay) shall be made otherwise than out of the pension fund, upon authorization by the Board of Administration, or pursuant to a contract or contracts contracted for or purchased from an insurance company or companies.

## SECTION 3 CREDITED SERVICE

### 3.1 Determination of Credited Service

A. Credited Service before November 1, 1998, shall be the same as that held under this Pension Agreement on October 31, 1998, subject only to the following adjustments which are applicable only to Employees on the seniority list as of December 1, 1970 or former Employees who are re-employed on or after December 1, 1970:

- 1) Adjustment for loss of Credited Service -  
If due to a break in seniority, Credited Service once held under this Pension Agreement was lost, such service shall be reinstated upon application by the Employee to the Company.
- 2) Adjustments for Periods of Layoff -
  - (a) If Credited Service was not received for periods of layoff subsequent to the effective date of the Plan and prior to December 31, 1962, it shall be granted upon application by the Employee to the Company, provided however that in no event shall total service granted under this provision exceed 36 months.
  - (b) If Credited Service was not received for periods of layoff between December 31, 1962 and January 1, 1968, it shall be granted upon application by the Employee to the Company, provided however that in no event shall total service granted under this provision exceed 24 months.

B. On or after November 1, 1998, Credited Service will be granted on the basis of 1/12 of a year for each month the Employee is on the active payroll and has at least one Hour of Service. In addition, Credited Service shall be granted on the basis of 1/12 of a year for each month that the Employee:

- 1) is on an approved sick leave of absence because of an occupational injury or disease incurred in the course of his employment with the Company, or is on an approved leave of absence for sickness, or is on an approved maternity leave of absence, or is on an approved leave of absence for Union business, or the Peace Corps; provided however, that an Employee on continuous sick leave for longer than a five (5) year period shall not accumulate Credited Service for more than the first five (5) years. Sick leaves of absence

due to one continuous period of disability whether from one or more causes or for successive periods of disability from the same or related causes which are not separated by at least three months of normal activity will be considered the same absence for this purpose, or

- 2) is on an approved leave of absence to enter into active service in the Armed Forces of the United States, or any of its reserve units, provided the Employee is reinstated with seniority, and further provided, that such Credited Service shall be limited to five (5) years, or such longer period as may be required by federal law, or
- 3) is on layoff in a calendar year after December 31, 1986, in which he has received pay from the Company for one or more Hours of Service, or is laid off in the calendar year next following a calendar year in which he received pay for one or more Hours of Service, provided, however, that Credited Service shall be limited to 11 months. If an Employee is able to return from an approved sick leave of absence but is placed directly on layoff, the requirement that he receive pay from the Company for one or more Hours of Service in the calendar year of return will be waived.

An Employee who has ten (10) or more years of seniority at time of layoff and who receives the maximum eleven (11) months provided for in this subsection, will receive additional Credited Service for a maximum of twelve (12) months during the period he continues thereafter to be absent due to such layoff.

In no event will there be a duplication of Credited Service by virtue of this subsection.

Effective January 1, 1988, an Employee who earns at least one Hour of Service on and after January 1, 1988, shall earn Credited Service for all periods of employment after his Normal Retirement Date.

An Employee will begin to participate in the Plan effective as of the date he performs his first Hour of Service. An Employee who loses seniority under the Labor Agreement shall not be credited with service beyond the end of the month in which the loss occurs.

If an Employee loses seniority after December 1, 1970, and then is later re-employed by the Company, he shall have his prior Credited Service reinstated.

An Employee who lost Credited Service while on a maternity leave of absence while employed in a local bargaining unit subsequent to the date it came under this Agreement and prior to December 1, 1973 will, upon application to the Company, receive up to a maximum of 4/12 of a year for each such leave.

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

### 3.2 Upon Reemployment After Retirement

An Employee who retired or was retired under the Pension Agreement for reasons other than total and permanent disability who is re-employed shall accumulate additional Credited Service.

### 3.3 Employment Record

The records of the Company shall be presumed to be conclusive of the facts concerning his employment or non-employment unless shown beyond a reasonable doubt to be incorrect. In cases of doubt the Board of Administration shall determine the facts.

### 3.4 Transfer of Credited Service

Effective January 1, 1980 and thereafter, the pension Credited Service earned under any other pension plan will not be transferred to this Plan. When Employees are transferred or rehired in jobs which result in participation in a different pension plan, the Credited Service earned prior to the date of transfer or rehire will remain in the prior plan or plans. Credited Service will commence to accrue in the plan currently covering the Employee only from the date he is included therein.

Notwithstanding the previous paragraph, an Employee who, during the period January 1, 1980 through December 31, 1984, transferred from hourly to management at a facility where he has seniority under this Agreement, shall have his Credited Service transferred to the management plan then applicable to him. If the Employee retires while covered under the management plan, and receives a benefit from the management plan based in part on his Credited Service earned while a participant in this Plan, this Plan shall make up any difference between the Basic Pension Benefit he had accrued under this Plan, through his date of transfer, and the benefit which is paid to him (if less) from the management plan on account of the Credited Service which was transferred. If such management plan benefit is equal to or greater than the benefit payable under this Plan, then no retirement benefit shall be payable under this Plan with respect to such period of service. For purposes of the foregoing, the accrued benefit which the Employee will be entitled to under this Plan will be based on the benefit level in effect under this Plan at the time the Employee retires from the Company. With respect to transfers on or after January 1, 1985 from hourly to management at a facility where an Employee has seniority under this Agreement, the above provision for the transfer of Credited Service to a management plan will not apply.

Notwithstanding the above, if the method of computing service subsequent to January 1, 1976 under such other plan or plans was not the same as the method used under

this Plan subsequent to that date, the portion of the service to be credited under this Plan for the year of the transfer after January 1, 1976 will be redetermined using the method of computing service under this Plan.

Upon retirement the Employee will receive the benefits then currently being paid from each of the plans in which he has Credited Service and such benefits will be combined into one monthly pension check. An Employee shall be deemed to have retired under all plans on the date of his retirement under any one of the plans from which he is entitled to a benefit.

Eligibility for and payment of supplemental benefits shall be based on combined total service with the Company, in accordance with the plan covering the Employee as an active participant at date of retirement; provided however, that if such Employee had sufficient service in a prior plan to be fully eligible for a supplemental benefit from such plan as of the date of his transfer, and such supplemental benefit (as determined at date of retirement) is higher than a supplemental benefit payable from his current plan, the difference will be paid from such prior plan.

### 3.5 Non-Duplication of Credited Service

No Credited Service will be granted under this Plan for any period during which an Employee receives service credit under another Company retirement plan. If a laid off Employee who is covered by this Plan becomes covered by another plan (hereafter referred to in this Section as "second plan") and is subsequently laid off under the second plan also, he will first receive any service credit to which he is entitled under the second plan. If, when he has accrued the maximum service credit possible as a result of his layoff under the second plan, he is still within the period during which Credited Service would have been granted under this Plan as the result of a continuous layoff, he will receive the balance of such Credited Service while he continues to be on layoff.

## SECTION 4 NORMAL RETIREMENT

### 4.1 Eligibility For Normal Retirement Benefit

An Employee who reached Normal Retirement Age prior to January 1, 1980 with ten or more years of Credited Service shall be eligible for a Basic Pension Benefit. Employees with less than ten years Credited Service on their Normal Retirement Date who retired prior to January 1, 1980 are not eligible for any benefits under this Pension Agreement except that any Employee whose Normal Retirement Date occurred on or after December 1, 1976 and who had less than ten years of Credited Service upon retirement shall, effective January 1, 1980, become eligible for a Basic Pension Benefit based on his Credited Service at his Normal Retirement Date. The amount of such benefit shall be determined in accordance with the provisions of this Agreement as in effect on such Employee's Normal Retirement Date and shall be payable retroactively to that date.

Effective January 1, 1980, an Employee who has reached his Normal Retirement Age shall be eligible for a nonforfeitable Basic Pension Benefit.

### 4.2 Normal Retirement Benefit

The monthly Basic Pension Benefit payable to an eligible Employee who retires after reaching Normal Retirement Age shall be equal to the applicable benefit shown in Schedule A multiplied by his Credited Service at retirement. An Employee who lost seniority in a plant covered by this Labor Agreement, who later retires under provisions of another Company pension plan, shall receive a benefit for his years of Credited Service as described above.

**SCHEDULE A  
BASIC PENSION BENEFIT FOR RETIREMENT  
ON OR AFTER 1-1-80 AND PRIOR TO 1-1-86**

**Basic Benefit Per Year of Credited Service Payable**

Date of Retirement	Basic Benefit Per Year of Credited Service Payable					
	1-1-80	8-1-80	1-1-81 Class A	5-1-82	1-1-82	5-1-82
1-1-80 through 12-31-80	\$15.75	\$16.20	\$16.20	\$17.05	\$17.05	\$18.00
1-1-81 through 12-31-81			16.30	17.15	17.15	18.10
1-1-82 through 12-31-85					17.15	18.20
			<b>Class B</b>			
1-1-80 through 12-31-80	\$16.00	\$16.45	\$16.45	\$17.30	\$17.30	\$18.25
1-1-81 through 12-31-81			16.55	17.40	17.40	18.35
1-1-82 through 12-31-85					17.40	18.45
			<b>Class C</b>			
1-1-80 through 12-31-80	\$16.25	\$16.70	\$16.70	\$17.55	\$17.55	\$18.50
1-1-81 through 12-31-81			16.80	17.65	17.65	18.60
1-1-82 through 12-31-85				17.65	18.70	

Benefit Classes A, B and C are determined from the table below based on the calendar year of retirement and Final Average Base Pay.

Benefit Class	Year of Retirement				
	1981	1982	1983	1984	1985
A	Under \$9.14	Under \$10.34	Under \$11.40	Under \$11.49	Under \$11.62
B	\$9.14 but under \$10.05	\$10.34 but under \$11.25	\$11.40 but under \$12.31	\$11.49 but under \$12.40	\$11.62 but under \$12.53
C	\$10.05 and over	\$11.25 and over	\$12.31 and over	\$12.40 and over	\$12.53 & over

**SCHEDULE A  
BASIC PENSION BENEFIT FOR RETIREMENT  
ON OR AFTER 1-1-86 AND PRIOR TO 1-1-90**

Date of Retirement	Basic Benefit Per Year of Credited Service
1-1-86 through 12-31-89	\$20.00

**BASIC PENSION BENEFIT FOR RETIREMENT  
ON OR AFTER 1-1-90 AND PRIOR TO 1-1-93**

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**Basic Benefit Per Year of Credited Service Payable**

Retirement with Benefit Commencing	1-1-90	1-1-91	1-1-92
1-1-90 through 12-31-90	\$20.75	\$21.50	\$22.25
1-1-91 through 12-31-91		\$21.75	\$22.50
1-1-92 through 12-31-92			\$22.75

**BASIC PENSION BENEFIT FOR RETIREMENT  
ON OR AFTER 1-1-93 AND PRIOR TO 1-1-96**

**Basic Benefit Per Year of Credited Service Payable**

Retirement with Benefit Commencing	1-1-93	1-1-94	1-1-95
1-1-93 through 12-31-93	\$24.00	\$24.50	\$25.00
1-1-94 through 12-31-94		\$24.75	\$25.25
1-1-95 through 12-31-95			\$25.50

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**BASIC PENSION BENEFIT FOR  
RETIREMENT ON OR AFTER 1-1-96 AND PRIOR TO 1-1-99**

**Basic Benefit Per Year of  
Credited Service Payable**

Retirement with Benefit Commencing	1-1-96
1-1-96 through 12/31/98	\$28.50

**BASIC PENSION BENEFIT FOR  
RETIREMENTS ON OR AFTER 1-1-99**

**Basic Benefit Per Year of  
Credited Service Payable**

1-1-99  
\$32.50

**Retirement with  
Benefit Commencing**

1-1-99

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**SECTION 5  
EARLY RETIREMENT**

**5.1 Eligibility for Early Retirement**

An Employee may elect early retirement provided he meets any one of the following eligibility requirements:

- A. Has attained age 60 but not age 65, and has ten or more years of Credited Service;
- B. Has attained age 55 but not age 60, and his combined years of age and Credited Service (in years and full months in each case) shall total 85 or more;
- C. Has 30 or more years of Credited Service.

**5.2 Early Retirement Benefit**

A. The monthly Basic Early Retirement Benefit payable for an eligible Employee who shall retire shall be an amount equal to the applicable monthly benefit shown in Schedule A for each year of Credited Service at retirement multiplied by the applicable percentage shown in Schedule B. An Employee who lost seniority in a plant covered by this Labor Agreement, who later retires under provisions of another Company pension plan, shall receive a benefit for his years of Credited Service as described above.

- 1) In the case of an Employee with 30 or more years of Credited Service who retired between December 1, 1971 and prior to December 1, 1973, effective December 1, 1974 the monthly Basic Pension Benefit otherwise payable after age 65 shall be redetermined without any such reduction.
- 2) Effective May 1, 1974, the Basic Pension Benefit will be unreduced after age 65 for Employees with 30 or more years of Credited Service who retire on or after December 1, 1973 but prior to January 1, 1980.
- 3) Effective January 1, 1980, if an Employee retires:
  - (i) with 30 or more years of Credited Service, or (ii) whose combined years of age and years of Credited Service (in years and full months in each case) total 85 or more, the monthly Basic Pension Benefit otherwise

payable after age 62 and one month shall be redetermined without any such reduction.

**B. Special Early Retirement**

An Employee who is on the active payroll, or would be on the active payroll except for an illness leave of absence, within twelve (12) months of cessation of operations, and who has attained age 55 and who has 10 or more years of Credited Service, or who will attain at least 55 years of age and 10 or more years of Credited Service before the period following his layoff equals his Credited Service as of his date of layoff, will be eligible for Special Early Retirement following his having attained both age 55 and 10 or more years of Credited Service.

Such Employee will be eligible for a Basic Pension Benefit as shown in Schedule A in effect on date of retirement or on the last day of the Labor Agreement which included the closed facility, whichever is earlier, multiplied by his Credited Service earned as an Employee while covered under this Plan. In addition, he shall be entitled to a Temporary Benefit for each year of Credited Service earned as an Employee while covered under this Plan to a maximum of twenty-five (25) years, as shown in Schedule C, in effect on date of retirement or on the last day of the Labor Agreement which included the closed facility, whichever is earlier.

If an Employee, otherwise eligible for a Special Early Retirement Benefit, subsequently works for the Company for any one period of thirty (30) days or more, he will forfeit his right to a Special Early Retirement Benefit.

**SCHEDULE B  
EARLY RETIREMENT PERCENTAGES  
APPLICABLE TO BASIC BENEFITS**

AGE YEARS	MONTHS											
	0	1	2	3	4	5	6	7	8	9	10	11
47	30.4	30.6	30.8	31.0	31.2	31.4	31.6	31.8	32.0	32.2	32.4	32.6
48	32.8	33.0	33.2	33.5	33.7	33.9	34.1	34.3	34.5	34.8	35.0	35.2
49	35.4	35.6	35.9	36.1	36.4	36.6	36.9	37.1	37.3	37.6	37.8	38.1
50	38.3	38.6	38.8	39.1	39.4	39.6	39.9	40.2	40.4	40.7	41.0	41.2
51	41.5	41.8	42.1	42.4	42.7	43.0	43.3	43.5	43.8	44.1	44.4	44.7
52	45.0	45.3	45.7	46.0	46.3	46.6	47.0	47.3	47.6	47.9	48.3	48.6
53	48.9	49.3	49.6	50.0	50.3	50.7	51.0	51.4	51.8	52.1	52.5	52.8
54	53.2	53.6	54.0	54.4	54.8	55.2	55.6	55.9	56.3	56.7	57.1	57.5
55	57.9	58.4	58.8	59.3	59.8	60.2	60.7	61.2	61.6	62.1	62.6	63.0
56	63.5	64.0	64.5	65.0	65.5	66.0	66.4	66.9	67.4	67.9	68.4	68.9
57	69.4	69.9	70.4	70.8	71.3	71.8	72.3	72.8	73.3	73.7	74.2	74.7
58	75.2	75.7	76.1	76.6	77.1	77.5	78.0	78.5	78.9	79.4	79.9	80.3
59	80.8	81.3	81.8	82.3	82.8	83.3	83.7	84.2	84.7	85.2	85.7	86.2
60	86.7	87.3	87.8	88.4	88.9	89.5	90.0	90.6	91.1	91.7	92.2	92.8
61	93.3	93.9	94.4	95.0	95.5	96.1	96.6	97.2	97.8	98.3	98.9	99.4

62 or Over = 100%  
NOTE: In computing age, only the full number of completed calendar months shall be counted.

**SECTION 6  
TOTAL AND PERMANENT  
DISABILITY RETIREMENT**

**6.1 Eligibility for Disability Retirement**

An Employee with 10 or more years of Credited Service who shall become totally and permanently disabled prior to January 1, 1980, shall be eligible for a Basic Pension Benefit.

**6.2 Disability Retirement Benefit**

The Monthly Pension Benefit of an eligible Employee shall be an amount equal to the applicable monthly Basic Pension Benefit shown in Schedule A for each year of Credited Service plus a Temporary Benefit in an amount equal to the applicable monthly benefit shown in Schedule C for each year of Credited Service at the time payment of such monthly benefits begin, to a maximum of 25 years. For any month in which such retired Employee is eligible, or could have become eligible, for a Primary Insurance Benefit the Temporary Benefit shall not be payable.

An Employee who is retiring under this provision will be considered eligible for a Primary Insurance Benefit until he (i) has made proper application for such benefit, (ii) received disapproval of such application, and (iii) received a disapproval of a proper appeal. At such time, the Temporary Benefit shall be payable commencing as of the first month that the appeal was filed.

**6.3 Redetermination of Total and Permanent Disability**

When a retired Employee receiving a Disability Retirement Benefit shall reach age 65, or the qualifying age for a Primary Insurance Benefit by reason of age under the Federal Social Security Act, he thereafter shall receive a Normal Retirement Benefit based on his Final Average

Base Pay, the Basic Pension Benefit rate and the Credited Service he had as of the date benefits first became payable, and he shall no longer be considered to be on disability retirement.

**6.4 Filing Application for Total and Permanent Disability**

Notwithstanding any other provisions of this Pension Agreement, the monthly pension for total and permanent disability payable from the pension fund shall begin as of the first day of the month after (i) the retiring Employee shall have filed an application for such pension with the Board of Administration and (ii) at least five consecutive months shall have elapsed since the date upon which his total disability commenced, and shall be payable to him, if he then shall be living, on the first day of the month following the date on which the Board of Administration shall have found in the manner hereafter set forth that he is totally and permanently disabled and that the disability has existed continuously for a period of at least five consecutive months.

**6.5 Medical Evidence of Total and Permanent Disability**

An Employee will be considered to be totally and permanently disabled only if he is not engaged in regular employment or occupation for remuneration or profit and, on the basis of medical evidence satisfactory to the Board of Administration, the Employee is found to be totally and permanently prevented from engaging in regular employment at any job classification with the Company at the plant or plants where he has seniority as a result of bodily injury or disease, either occupational or nonoccupational in cause, but excluding disabilities resulting from service in the armed forces of any country unless the Employee becomes totally and permanently disabled after he has accumulated at least five years of seniority following his separation from service in the armed forces.

### 6.6 Examination by Board Physician

In any case where the Board is required to make a determination with respect to the total and permanent disability of any Employee applying for, or of any retired Employee during total disability retirement, the Employee shall first be required to be examined by a competent physician or physicians selected by the Company and the report of such examination shall be filed with the Board. The Board shall appoint a second physician or physicians to make such further examination as may seem desirable to determine his physical or mental condition, and the opinion of such physician or physicians shall decide the question and be binding upon the Board, which shall thereupon make its findings in accordance with such opinion. An Employee or retired Employee who shall refuse to be examined as properly requested under this Pension Agreement shall not be placed or continued on total and permanent disability retirement. In the event the second examining physician denies total and permanent disability, the applying Employee may reapply for total and permanent disability pension no sooner than one year subsequent to aforesaid second physician's denial.

### 6.7 Subsequent Physical Examination

An Employee who shall be receiving a pension for total and permanent disability shall be required to submit to a disability examination at any time during his retirement for the purpose of determining his condition, but not more often than semiannually. If the Board shall find that he no longer is totally and permanently disabled, his pension for total and permanent disability shall cease. If an Employee who is receiving a pension for total and permanent disability is employed for the purposes of rehabilitation under the supervision of a recognized rehabilitation agency, the Board may find that such Employee shall be deemed to be totally and permanently disabled for purposes of this Pension Agreement.

### 6.8 Reinstatement in Employment

If the pension of an Employee retired for total and permanent disability shall cease, and if he thereafter shall be reinstated in employment, he shall be credited upon subsequent reemployment with the Credited Service he had at the time his pension for total and permanent disability began plus the time of his total and permanent disability.

### SCHEDULE C TEMPORARY BENEFIT RATES

Date of Retirement Under Plan	Monthly Temporary Benefit Amount For Each Year of Credited Service Up To Maximum of 25 Years Prior to 1-1-80	Monthly Temporary Benefit Amount For Each Year of Credited Service Up To Maximum of 25 Years 1-1-80 & After (1)
Prior to 12-1-70	\$ 8.00 (Max. \$200.00)	\$ 9.00 (Max. \$225.00)
12-1-70 through 4-30-74	\$ 8.50 (Max. \$212.50)	\$ 9.50 (Max. \$237.50)
5-1-74 through 11-30-76 (2)	\$ 9.50 (Max \$237.50)	\$10.50 (Max. \$262.50)
12-1-76 through 11-30-78	\$10.00 (Max. \$250.00)	\$11.00 (Max. \$275.00)
12-1-78 through 12-31-79	\$11.00 (Max. \$275.00)	\$12.00 (Max. \$300.00)

1-1-80 through 12-31-80	\$13.00 (Max. \$325.00)
1-1-81 through 12-31-81	\$14.00 (Max. \$350.00)
1-1-82 through 12-31-89	\$15.00 (Max. \$375.00)
1-1-90 through 12-31-90	\$16.00 (Max. \$400.00)
1-1-91 through 12-31-91	\$17.00 (Max. \$425.00)
1-1-92 through 12-31-92	\$18.00 (Max. \$450.00)
1-1-93 through 12/31/93	\$20.00 (Max. \$500.00)
1-1-94 through 12-31-94	\$21.00 (Max. \$525.00)
1-1-95 through 12-31-95	\$22.00 (Max. \$550.00)
1-1-96 through 12-31-98	\$25.00 (Max. \$625.00)

1-1-99  
and after

\$28.00  
(Max. \$700.00)

- (1) The increase in the Temporary Benefit effective January 1, 1980 shall not reduce the Monthly Pension Benefit payable on or after that date for those who retired prior to that date.
- (2) For retirements on or after May 1, 1974 the Temporary Benefit ceases upon reaching age 62 and one month. For retirements prior to May 1, 1974, the Temporary Benefit continues to age 65.

#### SECTION 7 SUPPLEMENTS

##### 7.1 Eligibility

An Employee who retires under the Normal, Early (except for retirements under Section 5.2B), Total and Permanent Disability Retirement provisions of this Pension Agreement and, except for an Employee retiring while on an approved leave of absence to work for the International Union, who files for a pension within five (5) years of the last day he worked for the Company, will receive in addition to his Basic Pension Benefit certain Supplements as follows:

##### 7.2 Benefit Amount

A. Benefits payable for retirements prior to May 1, 1974 shall be the same as those calculated under prior Pension Agreements.

B. Benefits payable for retirements on May 1, 1974 and thereafter.

- (1) Early Retirement Supplements are payable only to those Employees retiring before age 62 and one month (age 65 if retired prior to January 1, 1980) with 30 or more years of Credited Service. When added to the Basic Pension Benefit, the Early Retirement Supplement will provide the total monthly benefit as indicated on Schedule D

as determined according to the date of retirement, less any reduction due to election of a survivor option.

- (2) Interim Supplements are payable only to those Employees retiring with less than 30 years of Credited Service and who have then attained age 55 but not age 62 (age 62 and one (1) month for those who attain age 62 during or after April, 1982). The amount of the Supplement is determined by the Employee's age at retirement and date of retirement as indicated on Schedule E. Interim Supplements are not payable to retirees eligible for either the Temporary Benefits provided under this Pension Agreement or a Primary Insurance Benefit.
- (3) Lifetime Supplements are payable only to those Employees retiring prior to January 1, 1980 with 30 or more years of Credited Service and who have attained age 65, provided however, that no Lifetime Supplement shall be payable for any month prior to December, 1975. The monthly amount of any Lifetime Supplement payable to an Employee retired on or after May 1, 1974 with 30 or more years of Credited Service shall be \$65.00 commencing January 1, 1980.
- (4) Age-Service Supplements are payable only to those Employees retiring prior to January 1, 1980 with less than 30 years of Credited Service and who have attained age 62 and 1 month or over, provided however, that no Age-Service Supplement shall be payable for any month prior to December, 1975. The benefit amount is determined by the Employee's age at retirement, as indicated on Schedule F.

### 7.3 Reductions Applicable To Supplements

An Employee retired under the Early Retirement provisions of this Pension Agreement who becomes eligible for a Primary Insurance Benefit prior to attaining age 65, if retired prior to May 1, 1974 or age 62 and one (1) month if retired on or after May 1, 1974, shall have his Supplement reduced by the amount of the Temporary Benefit he would have been entitled to receive at the date of his retirement had he been eligible therefore or by the amount of the Temporary Benefit actually being paid to him immediately prior to his becoming eligible for a Primary Insurance Benefit.

In computing Supplements, if an Employee is eligible for a Temporary Benefit even though he is not receiving it, the monthly pension shall be assumed to include such benefit amount.

The reduction in the Basic Pension Benefit caused by the election of a Survivor Benefit will not be taken into consideration when computing Early Retirement Supplements. Such Supplements will be based on the Basic Pension Benefit the Employee would have been entitled to receive had he not made a Survivor Benefit election.

Once determined, the total Monthly Pension Benefit payable to a retired Employee who has elected a Survivor Benefit and is receiving a Supplement shall not be reduced when his Basic Pension Benefit is recomputed at the time of an increase in the Basic Pension Benefit rate.

### 7.4 Commencement and Duration of Supplements

Early Retirement and Interim Supplements shall be payable on the first day of the month the Employee retires and shall be payable monthly thereafter through the month in which he attains:

- A. Age 65 for Early Retirement Supplements for those retired prior to January 1, 1980 and age 62 and one (1) month for those retired on or after January 1, 1980.
- B. Age 62 and one (1) month for Interim Supplements

Lifetime Supplements shall be payable on the first day of the month coincident with or next following the Employee's 65th birthday and shall be payable thereafter for life.

Age-Service Supplements shall be payable on the first day of the month the Employee retires and shall be payable thereafter for life.

All Supplements cease if the Employee dies, or if his pension ceases for any other reason, or if he is re-employed by the Company, whichever occurs first.

**SCHEDULE D**  
**Total Monthly Early Retirement Supplement**  
**For Retirements with 30 or More Years of Credited Service**

Date of Retirement	Before 1-1-80	1-1-80 through 7-31-80	8-1-80 through 4-30-81	5-1-81 through 4-30-82	5-1-82 and After
Before May, 1974	\$500.00*	\$575.00	\$630.00	\$645.00	\$690.00
May, 1974 through November '74	\$450.00**	\$480.00	\$492.50	\$515.00	\$537.50
December '74 through November '76	\$550.00*	\$625.00	\$650.00	\$695.00	\$740.00
December '76 through November '78	\$395.00**	\$425.00	\$437.50	\$460.00	\$482.50
December '78 through December '79	\$625.00*	\$675.00	\$700.00	\$745.00	\$790.00
	\$395.00**	\$425.00	\$437.50	\$460.00	\$482.50
	\$650.00*	\$700.00	\$725.00	\$770.00	\$815.00
	\$400.00**	\$430.00	\$442.50	\$465.00	\$487.50
	\$700.00*	\$750.00	\$775.00	\$820.00	\$865.00
	\$430.00**	\$460.00	\$472.50	\$495.00	\$517.50

\* While under age 62  
 \*\* Age 62 through 64

Total Monthly Early Retirement Supplement Prior to Age 62 and One (1) Month  
for Retirements with 30 or More Years of Credited Service

Date of Retirement	1-1-80 through 7-31-80	8-1-80 through 4-30-81	5-1-81 through 4-30-82	5-1-82 and After
January 1, 1980 through December 1, 1980	\$800.00	\$825.00	\$870.00	\$915.00
January 1, 1981 through December 1, 1981		\$830.00	\$875.00	\$925.00
January 1, 1982 through December 31, 1989			\$880.00	\$935.00

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Total Monthly Early Retirement Supplement  
Prior to Age 62 and One (1) Month  
for Retirements with 30 or More Years of Credited Service

Date of Retirement	1-1-90 through 12-31-90	1-1-91 through 12-31-91	1-1-92 and After
1-1-90 through 12-31-90	\$1035.00	\$1135.00	\$1235.00
1-1-91 through 12-31-91		\$1160.00	\$1260.00
1-1-92 through 12-31-92			\$1285.00

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Total Monthly Early Retirement Supplement  
Prior to Age 62 and One (1) Month  
for Retirements with 30 or More Years of Credited Service

Date of Retirement	1-1-93 through 12-31-93	1-1-94 through 12-31-94	1-1-95 and After
1-1-93 through 12-31-93	\$1390.00	\$1420.00	\$1550.00
1-1-94 through 12-31-94		\$1495.00	\$1575.00
1-1-95 through 12-31-95			\$1600.00

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Total Monthly Early Retirement Supplement  
Prior to Age 62 and One (1) Month  
for Retirements with 30 or More Years of Credited Service

Date of Retirement	1-1-96 and after
1-1-96 through 12-31-98	\$1825.00
Date of Retirement	1-1-99 and after
1-1-99 and after	\$2,100

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**SCHEDULE E**

Monthly Amount\* and Effective Date  
Of Interim Supplement Payable Prior to Age 62  
And One (1) Month for Each Year of Credited Service  
(Under 30 Years Service - 85 Points or Age 60 with 10 Years Service)

Age at Retirement	Retired With Benefits Payable Commencing on or After				
	1-1-92	1-1-93	1-1-94	1-1-95	1-1-96
55	\$7.20	\$8.60	\$9.85	\$10.96	\$12.77
56	8.60	10.21	11.64	12.90	15.03
57	10.30	12.15	13.79	15.20	17.71
58	12.05	14.15	16.00	17.80	20.74
59	13.75	16.09	18.15	20.30	23.66
60	15.90	18.67	21.11	23.46	27.34
(through 62 and one month)					
					1-1-99
					\$14.83
					17.45
					20.57
					24.09
					27.48
					31.75

\*Prorated for intermediate ages on the basis of the full number of completed calendar months.

**SCHEDULE F  
AGE-SERVICE SUPPLEMENT  
PAYABLE FOR LIFE  
FOR BENEFITS COMMENCING  
PRIOR TO 1/1/80**

(Under 30 Years Service Retiring  
at Age 62 or Thereafter)

Age at Retirement	Age-Service Supplement For Each	
	Year of Credited Service	Month of Credited Service
62	\$-0-	\$-0-
62-1/12	.06	.0050
2/12	.11	.0092
3/12	.17	.0142
4/12	.22	.0183
5/12	.28	.0233
6/12	.33	.0275
7/12	.39	.0325
8/12	.44	.0367
9/12	.50	.0417
10/12	.56	.0467
11/12	.61	.0508
63	.67	.0558
63-1/12	.72	.0600
2/12	.78	.0650
3/12	.83	.0692
4/12	.89	.0742
5/12	.94	.0783
6/12	1.00	.0833
7/12	1.06	.0883
8/12	1.11	.0925
9/12	1.17	.0975
10/12	1.22	.1017
11/12	1.28	.1067

64	1.33	.1108
1/12	1.39	.1158
2/12	1.44	.1200
3/12	1.50	.1250
4/12	1.56	.1300
5/12	1.61	.1342
6/12	1.67	.1382
7/12	1.72	.1433
8/12	1.78	.1483
9/12	1.83	.1525
10/12	1.89	.1575
11/12	1.94	.1617
65 and Over	2.00	.1667

### SECTION 8 DEFERRED RIGHTS UPON TERMINATION OF EMPLOYMENT

#### 8.1 Eligibility for Deferred Pension

A. An Employee who terminates his service with the Company:

- (1) on or after January 1, 1989 and has at least 5 years of Credited Service; or
- (2) on or after November 15, 1964 and prior to January 1, 1989, and has at least 10 years of Credited Service; or
- (3) prior to November 15, 1964 and had attained at least age 40 and had earned at least 10 years of Credited Service,

shall be eligible for a Deferred Pension payable beginning at age 65.

B. If such termination occurred:

- (1) prior to January 1, 1976, the Employee may elect to begin receiving a reduced benefit on the first day of any month after attaining age 60;
- (2) on or after January 1, 1976, the Employee may elect to begin receiving a reduced benefit on the first day of any month after attaining age 55 that he meets the age and service eligibility

requirements for early retirement pursuant to Section 5. 1.

Effective January 1, 1976 for purposes of this Section only, Credited Service shall be the period of time, expressed in years and months, between the date on which an Employee first performs an Hour of Service for the Company and the earlier of:

- (a) the date an Employee quits, retires, is discharged or dies, or
- (b) the first anniversary of the first date in a period of continuous absence for any reason other than a quit, retirement, discharge or death.

Also effective January 1, 1976, if an Employee severs from service by reason of a quit, discharge, or retirement, and he then performs an Hour of Service within 12 months of his severance from service date, he shall be credited with vesting service under the Plan for the entire period of his severance. In addition, if an Employee severs from service by reason of a quit, discharge or retirement during an absence from service of 12 months or less for any reason other than a quit, discharge, retirement, or death, and then performs an Hour of Service within 12 months of the date on which the Employee was first absent from service, he shall be credited with vesting service for the period of his severance from service.

#### 8.2 Deferred Retirement Pension Benefit

The Monthly Basic Pension Benefit payable shall be the applicable amount shown in Schedule G for each year of Credited Service as of the date of termination of employment multiplied by the applicable percentage in Schedule H.

Effective December 1, 1973, and thereafter, the Board of Administration shall mail a notice of their right to make application, to eligible former Employees who terminated employment prior to January 1, 1976 who are within 90

days of their 60th birthday and who have not made application to receive a Deferred Pension benefit commencing thereafter.

Effective January 1, 1976, and thereafter such notice shall be sent to those former Employees terminating on or after that date within 60 days of the date they would be eligible to elect to receive a Deferred Pension benefit.

The notice shall be mailed to his last address shown on the Board's records.

### 8.3 Reinstatement of Employment

If a former Employee is re-employed by the Company after having qualified for a deferred pension, he shall in lieu thereof have reinstated the Credited Service in effect when such deferred pension right was granted. If a former Employee who has not qualified for a deferred pension is re-employed by the Company, he shall have reinstated any vesting service and/or Credited Service he had earned during any prior periods of employment with the Company.

### SCHEDULE G DEFERRED PENSION PAYABLE AT AGE 65

Reduced if payable before age 65 by 1/180 for each full calendar month by which a former Employee is less than 65 years of age at his actual retirement date, except that for those whose employment terminated on or after 1-1-62 but before 11-15-64, such applicable reduction shall be 1/100 for each full calendar month before age 62 that actual retirement begins. For those who terminate on or after January 1, 1976, benefits will be reduced if payable on or after age 55 as provided in Schedule H.

Date of Termination	Final Average Pay Or Benefit Class (1)	Deferred Pension Benefit Per Year Of Credited Service
Prior to 1-1-74	Benefit levels as Specified in Prior Agreements Shall Apply	
1-1-74 through 4-30-74	A B C	\$8.00 8.25 8.50
5-1-74 through 11-30-74	A B C	\$8.75 9.00 9.25
12-1-74 through 11-30-75	A B C	\$9.25 9.50 9.75
12-1-75 through 11-30-76	A B C	\$9.25 9.50 9.75
12-1-76 through 11-30-78	A B C	\$9.75 10.00 10.25
12-1-78 through 12-31-79	A B C	\$10.75 11.00 11.25
1-1-80 through 7-31-80	A B C	\$15.75 16.00 16.25
8-1-80 through 12-31-80	A B C	\$16.20 16.45 16.70

1-1-81 through 4-30-81	A B C	\$16.30 16.55 16.80
5-1-81 through 4-30-82	A B C	\$17.15 17.40 17.65
5-1-82 through 12-31-85	A B C	\$18.20 18.45 18.70
1-1-86 through 12-31-89		\$20.00
1-1-90 through 12-31-90		\$20.75
1-1-91 through 12-31-91		\$21.75
1-1-92 through 12-31-92		\$22.75
1-1-93 through 12-31-93		\$24.00
1-1-94 through 12-31-94		\$24.75
1-1-95 through 12-31-95		\$25.50

1-1-96 through 12-31-98	\$28.50
1-1-99 and after	\$32.50
(1) Refer to Schedule A for benefit class determination.	

**SCHEDULE H**  
**ACTUARIAL EDUCATION FACTORS AT SELECTED AGES**

Age Years	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	42.5	42.6	43.1	43.5	43.8	44.1	44.5	44.8	45.1	45.4	45.8	46.1
56	46.4	46.7	47.1	47.4	47.8	48.1	48.5	48.8	49.2	49.5	49.9	50.2
57	50.6	51.0	51.4	51.8	52.2	52.6	53.0	53.4	53.8	54.2	54.6	55.0
58	55.4	55.8	56.3	56.7	57.2	57.6	58.1	58.5	58.9	59.4	59.8	60.3
59	60.7	61.2	61.7	62.2	62.7	63.2	63.7	64.2	64.7	65.2	65.7	66.2
60	66.7	67.3	67.8	68.4	68.9	69.5	70.0	70.6	71.1	71.7	72.3	72.8
61	73.4	73.9	74.5	75.0	75.6	76.1	76.7	77.3	77.8	78.4	78.9	79.5
62	80.0	80.6	81.1	81.7	82.3	82.8	83.4	83.9	84.5	85.0	85.6	86.1
63	86.7	87.3	87.8	88.4	88.9	89.5	90.0	90.6	91.1	91.7	92.3	92.8
64	93.4	93.9	94.5	95.0	95.6	96.1	96.7	97.3	97.8	98.4	98.9	99.5
65	100.0											

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Note: In computing age, only the full number of completed calendar months shall be counted.

**SECTION 9**  
**SURVIVOR'S BENEFITS**

**9.1 Eligibility for Survivor's Benefits**

Upon the death of an active, terminated or disabled Employee or retiree, their spouse's eligibility for a Survivor's Benefit shall be determined as follows:

(a) **Active Employee Eligible for Retirement** - If an Employee age 55 or over and eligible for early or normal retirement is survived by a spouse to whom he has been married for at least one year prior to death, then his spouse shall be eligible upon due application therefore to receive a monthly Survivor's Benefit in accordance with Section 9.3 (a) or (c). Effective December 1, 1974, the spouse of an Employee with 30 or more years Credited Service will be eligible for the Survivor's Benefit regardless of the Employee's age at time of death.

**Active Employees Ineligible for Retirement** - Effective January 1, 1985, if an Employee with ten or more years of Credited Service is survived by a spouse to whom he has been married for at least one year prior to death, then his spouse will be eligible on the earliest date such Employee would have become eligible to retire under the Plan to receive a monthly Survivor's Benefit in accordance with Section 9.3 (d).

Effective January 1, 1989, an Employee with an Hour of Service on or after that date, must have five or more years of Credited Service for his Surviving Spouse to be eligible for a Survivor's Benefit as described herein.

(b) **Terminated Employee Eligible for Retirement** - Effective January 1, 1976, the Surviving Spouse of an Employee who terminates employment after meeting the eligibility requirements for early retirement and

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who dies prior to commencement of benefits shall be eligible to receive a monthly Survivor's Benefit in accordance with Section 9.3 (a) or (c) payable for life.

Terminated Employee Ineligible for Retirement - Effective January 1, 1985, the Surviving Spouse of an Employee with ten or more years of Credited Service who terminates employment before meeting the eligibility requirements for early retirement and who dies prior to commencement of benefits shall be eligible to receive a monthly Survivor's Benefit in accordance with Section 9.3 (d).

Effective January 1, 1989, a terminated Employee with an Hour of Service on or after that date, must have five or more years of Credited Service for his Surviving Spouse to be eligible for a Survivor's Benefit as described herein.

- (c) Disabled Employee - An active Employee who becomes disabled on or after January 1, 1980 who is age 55 or over and who has 10 or more years of Credited Service, who has been disabled and is receiving disability benefits under Section 5D of the Group Insurance Plan (or who would be eligible for such disability benefits except for the reduction of benefits in Section 5D (2) thereof) who dies and is survived by a spouse to whom he has been married for at least one year prior to his death, then his spouse shall be eligible, upon due application therefore, to receive a monthly Survivor's Benefit in accordance with Section 9.3 (a) or (c) of this Plan. The calculation of such Survivor's Benefit shall be based on the unreduced monthly Basic Pension Benefit.
- (d) Retired Employee - If the retiree elected the Survivor's Benefit option and if his designated spouse shall be living at his death after such election shall have become effective, a monthly Survivor's Benefit calculated in accordance with Section 9.3 (b) or (c),

shall be payable to such spouse during her further lifetime.

No Survivor's Benefit will be provided for spouses of Employees with 30 or more years of Credited Service who retired under the Early Retirement provision of the 1970 Agreement prior to age 55 and prior to December 1, 1973, until such retired Employee attained age 55, elected the Survivor's Benefit option and such option became effective.

#### 9.2 Election of Survivor's Benefit

In lieu of the monthly Basic Pension Benefit otherwise payable, an Employee, who retires, or is eligible for a deferred retirement benefit on or after November 15, 1964, may elect to receive a reduced monthly Basic Pension Benefit during his lifetime to provide a Survivor's Benefit. The Employee may designate as the beneficiary of a Survivor's Benefit election only the person who is his spouse at such time.

If the effective date of the election was prior to March 1, 1968, and the Employee's age and his spouse's age were the same, such reduction shall be determined by multiplying the benefit otherwise payable at 90%. Such percentage shall be increased by one-half of one percent (1/2%) (up to a maximum of 100%) for each year that the spouse's age exceeds the Employee's age and shall be decreased by one-half of one percent (1/2%) for each year that the spouse's age is less than the Employee's age.

If the effective date of the election is on or after March 1, 1968, and if there is no more than 5 years difference in the Employee's age and his spouse's age, such reduction shall be determined by multiplying the benefit otherwise payable by 95%. Such percentage shall be increased by one-half of one percent (1/2%) for each year in excess of 5 years up to 10 years that the spouse's age exceeds the Employee's age, and decreased by one-half of one percent (1/2%) for each year in excess of 5 years that the spouse's age is less than the Employee's age.

For purposes of this section, the age of each person being the age at his or her last birthday prior to the effective date of the Survivor's Benefit election.

A retiree who elected the "Special Survivorship Option" available in the 1967 Pension Agreement shall have his Basic Pension Benefit reduced by \$1.00 for each year of Credited Service.

(a) Application - The Employee must complete the election on a form approved by and filed with the Company at the time indicated below:

Retirements Prior to January 1, 1985 -

1. If age 55 or over, at the time of application for a pension benefit or,
2. On or after December 1, 1974, at the time of application for a pension benefit, regardless of age for those Employees with 30 or more years of Credited Service or,
3. Within 90 days prior to his 55th birthday if retired on or after December 1, 1970, and prior to age 55 under the Total and Permanent Disability provisions of this Pension Agreement or,
4. Within 90 days prior to his 60th birthday if retired prior to December 1, 1970, and prior to age 60 under the Total and Permanent Disability provisions of this Pension Agreement.
5. Within 90 days prior to his 55th birthday if retired on or after December 1, 1973, and before December 1, 1974, and prior to age 55 for those Employees with 30 or more years of Credited Service.
6. Within 90 days prior to his 55th birthday if he retired prior to age 55 and prior to December 1,

1973, under the Early Retirement provisions of the 1970 Agreement.

Retirements After January 1, 1985 - An Employee with ten or more years of credited service (five or more years of credited service after January 1, 1989) will be considered retired with a Survivor's Benefit election unless such Employee revokes such election with his spouse's consent, in accordance with Section 9.2 (c).

(b) Effective Date of Election - The election described above shall become effective as follows:

1 & 2 -

Election effective on the commencement date of the Employee's Monthly Pension Benefit.

3, 5 & 6 -

Effective on the Employee's 55th birthday.

4 -

Effective on the Employee's 60th birthday.

If the Employee and the spouse have been married less than one year at the time the Survivor's Benefit election is made, such election shall not become effective until the first day of the month following the first anniversary of the marriage of the Employee and his spouse.

No election made under this Section 9 shall be effective unless it is made within the period that is not more than 90 nor less than 30 days before the Employee's Benefit Commencement Date and that commences after receipt of the notice described in Sub-Section (e) of this Section 9.2.

(c) Revocation of Election - The Survivor's Benefit election shall be revoked automatically upon the death

of the Employee or his spouse, or both, prior to the effective date of the election.

An election may be revoked by the Employee at any time prior to the effective date of the election and, effective January 1, 1985, such revocation shall be subject to the following terms and conditions:

1. Any revocation shall be made in writing on a form filed with the Plan Administrator.
2. The revocation shall be ineffective unless the Employee's spouse consents in writing to such election, and such consent acknowledges the effect of such election and is witnessed by a Plan representative or notary public.
3. Paragraph 2., above, shall not apply if the Plan Administrator determines that consent cannot be obtained because no spouse exists, because the spouse cannot be located, or because of such other circumstances as are specified by the Secretary of the Treasury by regulation.
4. Any consent by the spouse pursuant to paragraph 2., above, shall be effective only with respect to such spouse. Similarly, any failure to obtain the consent of a spouse for the reasons described in paragraph 3., above, shall be effective only with respect to such spouse.
5. The Employee may re-elect the Survivor's Benefit any time prior to the Employee's Benefit Commencement Date, without the consent of the Employee's spouse.

If a Survivor's Benefit election is in effect for an Employee who retired on or after December 1, 1970, and if such retiree is divorced by court decree from his spouse, the retiree's monthly Basic Pension Benefit shall be restored to the amount payable without such election, effective as of the latter of (i) June 1, 1971, or (ii) the first day of the third month following the month in

which the Company receives a copy of a final decree of divorce.

If a Survivor's Benefit election is in effect for an Employee who retired before December 1, 1970, and if such retiree is thereafter divorced by court decree from his spouse, he may elect to revoke the Survivor Benefit election with respect to any increase on or after December 1, 1973, in his monthly Basic Pension Benefit. Such revocation shall be effective as of the later of the date of the increase, or the first day of the third month following the month in which the Company receives a copy of a final decree of divorce.

If a Survivor's Benefit election is in effect for a retired Employee and if the spouse of such retiree predeceases him, his monthly Basic Pension Benefit shall be restored to the amount payable without such election as of the first day of the third month following the month in which the Company receives satisfactory evidence of the spouse's death.

- (d) Election of Survivor's Benefit After Retirement - An Employee who has retired or does retire under the Normal, Early or Total and Permanent Disability provisions of the Plan and who has never waived a Survivor's Benefit option while eligible to make such election who marries or remarries subsequent to the earliest date a Survivor's Benefit was in effect or would have been in effect if the Employee had been married as of the date he would have been eligible to make such an election will be eligible to elect (or re-elect) such option. Such option and the benefits thereunder, shall be provided in accordance with the plan in effect at the time of the Employee's retirement. The retiree must elect the option within one year after his marriage. An election provided hereunder will become effective on the first day of the third month

following the month the Company receives the completed election form, but in no event before the first day of the month following the month in which the retired Employee has been married one year. No election provided for in this paragraph shall become effective under any circumstance for any retired Employee who has previously waived the option or whose completed election form is received by the Company after the first of the month in which the retiree has been married for one year.

- (e) Notices - The Plan Administrator shall provide to each Employee, within a reasonable period of time before the Employee's Benefit Commencement Date, a written explanation of the qualified joint and survivor annuity described in this Section 9, and notification of the Employee's right to revoke the election of a qualified joint and survivor annuity, and the right to re-elect the qualified joint and survivor annuity.

### 9.3 Benefit Amount

(a) The monthly Survivor's Benefit payable to a Surviving Spouse of a deceased active or terminated Employee who was eligible for retirement on date of death shall be equal to 55% of the Basic Pension Benefit to which he would have been entitled had he retired on the date of his death with benefits commencing the first of the following month and had he effectively made the Survivor's Benefit election.

Effective December 6, 1976, such benefits shall be equal to 60% of the Basic Pension Benefit so defined for eligible spouses of active or terminated Employees who die on or after that date.

Effective January 1, 1980, the monthly Survivor's Benefit payable to a Surviving Spouse of a deceased disabled Employee who was age 55 or over and was receiving benefits under Section 5D of the Group Insurance Plan (or who would be eligible for such disability benefits except for the reduction of benefits in Section 5D (2) thereof) on

the date of his death shall be equal to 60% of the Basic Pension Benefit so defined for eligible spouses of disabled Employees who die on or after that date.

(b) Retired Employees - The monthly Survivor's Benefit payable to a deceased retiree's eligible spouse shall be equal to:

1. For those whose election became effective prior to November 15, 1964, 50% of the Basic Pension Benefit to which the retiree was entitled on the date of his death.
2. For those whose election became effective on or after November 15, 1964, and prior to January 1, 1977, 55% of the Basic Pension Benefit to which the retiree was entitled on the date of his death.
3. For those whose election became effective on or after January 1, 1977, 60% of the Basic Pension Benefit to which the retiree was entitled on the date of his death.

(c) For those active or retired Employees with 30 or more years of Credited Service the Basic Pension Benefit for purposes of computing Survivor's Benefits will be the applicable amount in Schedule A, reduced for the Survivor's Benefit election but not reduced for age effective either May 1, 1974 or December 1, 1974 determined by date of retirement or death or both as follows:

Effective May 1, 1974;

For those active Employees who die on or after December 1, 1973;

For those who retire after December 1, 1973.

Effective December 1, 1974;

For those retired between December 1, 1971 and November 30, 1973;

For those active Employees who died between December 1, 1971 and November 30, 1973.

Effective January 1, 1980, for active Employees or Employees who retired on or after January 1, 1980, and who are 55 or more years of age at the time of death and whose age and Credited Service total 85 or more, the Survivor's Benefits will be based on the applicable amount in Schedule A, reduced for the Survivor's Benefit election, but not reduced for age.

(d) Effective January 1, 1989, a Survivor's Benefit will be payable to the Surviving Spouses of Employees who on the date of their death were:

- (i) Active Employees with 5 or more years of Credited Service ineligible for retirement, or
- (ii) Terminated Employees with 5 or more years of Credited Service ineligible for retirement on the date of their termination, or
- (iii) Disabled Employees with 5 or more years of Credited Service who are under age 55, and ineligible for retirement.

Such benefit will be equal to 50% of the Basic Pension Benefit the Employee would have been entitled to receive had he (i) terminated employment with the Company on his date of death (or, if earlier, on the date on which his employment with the Company actually terminated), and (ii) survived to the first date on which such Employee or former Employee would have become eligible for retirement under the Plan, retired with a Survivor's Benefit election in effect, and commenced receiving retirement benefits as of such date, and died on the following day.

(e) Benefit Increases - Effective with the monthly Survivor's Benefits payable December 1, 1973, and thereafter, Survivor's Benefits payable in accordance with Sections 9.3 (a), (b) or (c) will reflect the increases shown on Schedule A which would have been payable to the retiree if he were living at the time such increases became effective.

(f) Special Survivor Option - For those retirees who, during the period December 1, 1967 through February 29, 1968, elected a Special Survivorship Option of an amount equal to \$1.60 for each year of Credited Service at retirement, reduced, if applicable, in accordance with the terms of the Plan in effect at the time of their retirement, and for whom that election is still in effect, such benefit amount shall be \$3.00 (subject to the same reduction, if applicable) with respect to benefits payable on or after December 1, 1974.

Effective January 1, 1980 the benefit amount shall be \$4.50 (subject to the same reduction, if applicable).

(g) Duplication of Benefits - No benefit shall be payable under this Section for any month for which the Surviving Spouse is entitled, and has elected to receive, a transition or bridge benefit under the Group Insurance Plan.

#### SECTION 10 MEDICARE BENEFIT

##### 10.1 Medicare Benefit

The following retired Employees or their Surviving Spouse receiving a benefit payable from the pension fund shall receive a Medicare benefit in addition to the amount of the Monthly Pension Benefit:

1. All normal retirees.
2. All early retirees upon attainment of age 65.
3. Spouses receiving a pension benefit as a survivor of a normal or early retiree upon attainment of age 65.
4. Early or total and permanent disability retirees or their Surviving Spouses when enrolled in Part B of Medicare prior to age 65.

Also eligible for a Medicare benefit are the Surviving Spouses of Employees who were receiving disability benefits for a period of five or more months under Section

5D of the Group Insurance Plan or Employees who would be eligible for such disability benefits except for the reduction of such benefits in Section 5D(2) thereof and were age 55 or older and have 10 or more years of Credited Service on the date of their death. The Medicare benefit will be payable when enrolled in Part B of Medicare, or as soon thereafter as the Company is advised of such enrollment of Employees, or upon attainment of age 65.

Payment shall commence the first day of the month following the earlier of i) the month during which age 65 is attained or ii) the first of the month following receipt of notice by the Company of enrollment in Part B of Medicare.

The Medicare benefit shall be as follows:

Effective	
1-1-95	\$46.10
1-1-96	51.00
1-1-97	56.00
1-1-98 and after	61.00

In no event will the Medicare benefit exceed the Medicare premium.

Not eligible for this benefit are those receiving deferred vested benefits or their Surviving Spouses.

## SECTION II ADMINISTRATION OF THE PLAN

### 11.1 Board of Administration

The Plan shall be administered by a Board of Administration; (hereinafter referred to as the Board), composed of six members; three appointed by the Company (referred to as the Company members) and three appointed by the International Union, UAW, Dana Department (referred to as the Union members).

The Company and the Union each, in addition to appointing its original members, may remove members and appoint members to fill vacancies among its quota of three, and may designate an alternate member for each member of the Board. The Company and the Union shall notify the other in writing of the members they appoint before the appointment shall be effective.

An impartial chairman shall be selected by agreement of the Company and Union members, who shall attend, participate and in the event of a deadlock, vote at meetings of the Board. The impartial chairman shall serve on such occasions and until such time as he may be requested to resign by three members of the Board. In the event that the Board fails to agree on a choice of an impartial chairman, the Board shall request the American Arbitration Association to name three candidates, of which three the Company shall strike one name and the Union shall strike another name and the remaining nominee shall be the impartial chairman.

The impartial chairman shall be considered a member of the Board for matters on which he is requested to vote. The fees and expenses of the impartial chairman shall be paid out of the pension fund.

### 11.2 Voting

To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Board at least two Company members and two Union members. At all meetings of the Board, each member shall have one vote, the vote of any absent member being divided equally among the members present appointed by the same party. The impartial chairman shall cast the deciding vote in cases where there shall have been a tie vote.

### 11.3 Powers of the Board

Except as provided below, the Board shall have and exercise the following powers:

- (a) To carry out the rules and procedures set forth in this Pension Agreement to be followed by Employees in filing application for benefits and for furnishing and verifying proofs necessary to establish their age and Credited Service in accordance with the rules of eligibility for benefits under this Pension Agreement and to prescribe other necessary procedures.
- (b) To prescribe procedures for determination, by the pension committees, as to rights of any Employee applying for retirement benefits and to afford any such individual, dissatisfied with any such determination, the right to a hearing thereon.
- (c) To develop procedures for the establishment of Credited Service of Employees, and after affording Employees an opportunity to make objection with respect thereto, to establish such facts conclusively in advance of retirement.
- (d) To provide for the payment of pension benefits to eligible retired Employees and survivors.
- (e) To Prepare and distribute appropriate information explaining the provisions of this Pension Agreement, to furnish to the Company and to the Union upon request, reports of the names and ages of retired Employees to whom the Board authorizes pensions to be paid, the amounts of the pensions and other facts as provided below in this Pension Agreement.
- (f) To receive, not more often than once a year, a report of the receipts and disbursements of the trustee or trustees for the time being of the pension fund and the report of the Actuary selected by the Company on the state of the pension fund.
- (g) To maintain or arrange, with the Company, for office space, equipment, and clerical or other assistance as may be reasonably necessary for performing the duties of the Board, which the Company will furnish and for which it shall be

reasonably compensated from the pension fund, with due regard to the economical administration of the Plan.

- (h) No payments shall be made from the pension fund except upon the authorization of the Board.
- (i) To collect, evaluate, analyze and prepare statistical and other data with respect to the administration of the Plan, and to make an annual report, which shall review, analyze and summarize the operation of the Plan

The powers of the Board indicated in (d), (e), and (h) above shall be delegated to the Investment Committee of the Company.

#### 11.4 Liability of the Board

The Board and any member of the Board shall be entitled to rely upon the correctness of any information furnished by the trustee, the Union, or the Company. Neither the Board nor any of its members, nor the Union, nor any officer or other representative of the Union, nor the Company, nor any officer or other representative of the Company shall be liable because of any act or failure to act on the part of the Board or any of its members or any person, except that nothing herein shall be deemed to relieve any such individual from liability for his own fraud or bad faith.

#### 11.5 Finality of Labor Agreement

The Board shall accept as final:

- (a) Determination under the seniority provisions of the Labor Agreements in effect between the parties, or any subsequent Labor Agreement on seniority of Employees, on loss of seniority and on any other matter for which the terms of the Labor Agreement, other than this Pension Agreement, provide a means of determining.
- (b) Any determination made by the appropriate government agency as to the amount of any

government administered benefit which shall be material in administering this Pension Agreement. Such questions referred to in this paragraph or paragraph (a) above, upon which the Company members and the Union members of the Board are unable to reach agreement either shall be referred to the appropriate procedure for determination, or where prompt determination on questions referred to in (a) above are required, shall be referred directly to arbitration under the terms of the Labor Agreement existing between the parties.

#### 11.6 Board Limitations

The Board shall have no power to add to or subtract from or to modify any of the terms of this Pension Agreement, to change or add to any benefit provided by said Pension Agreement nor to waive or fail to apply any requirement of eligibility for a benefit under said Pension Agreement. Any case referred to the Board on which it has no power to rule, shall be referred back to the parties without a ruling.

#### 11.7 Annual Board Report

The Board shall report annually, within 60 days after the close of each calendar year to the Union and to the Company the number of Employees who retired on pension during the year, the number of Employees of each year of age who so retired, the number of deaths during the year, as reported to the Board, of retired Employees of each year of age, and the total pension paid during the year to retired Employees under the Pension Agreement.

#### 11.8 Retroactive Action

No ruling of the Board in one case shall create a basis for retroactive adjustment in any other case.

#### 11.9 Finality of Board Ruling

There shall be no appeal from any ruling within its authority of the Board. Each such ruling shall be final and binding on the Union and its members, the Employee or Employees involved, and on the Company. The Union will

discourage any attempt of its members, in any appeal to any court or labor board, from a ruling of the Board.

#### 11.10 Pension Committee

A Pension Committee consisting of three Company members and three Union members shall be established for each individual unit as designated herein. All members shall serve without compensation as such unless authorized by the Board. The Pension Committee shall be charged with the responsibility of aiding and assisting the Board, by receiving and approving all applications with which the Committee concurs together with the supporting data and by requesting a meeting of the Board to rule on all disagreements.

#### 11.11 Fiduciary Responsibility

The Investment Committee of the Company has the overall responsibility and authority as named fiduciary to manage and control the operation and administration of the Plan and may designate one or more individuals to carry out the Company's fiduciary responsibility and authority to manage and control the Plan assets. The Investment Committee has designated the Company to carry out the fiduciary responsibility and authority under the Plan as the Plan Administrator. The Investment Committee has appointed a servicing organization which shall act on behalf of the Company in the management and control of Plan assets consistent with the Plan objectives and with the requirements of any applicable law.

The Plan Administrator has been designated to carry out the following responsibilities and authority:

1. To determine the amounts and time of payment of benefits and the right of participants and beneficiaries to Plan benefits, except that benefits shall commence within 60 days of Normal Retirement Date, or the date the Employee terminates employment, whichever is later; to take any actions necessary to assure timely payment of benefits to any participant or beneficiary

eligible to receive benefits under the Plan; and to assure a full and fair review for any participant who is denied a claim to any benefit under the Plan;

2. To maintain Plan records, to communicate to participants and their beneficiaries, and to submit required reports to appropriate regulatory authorities;
3. To employ other persons to render advice with respect to any responsibility or authority being carried out by the Investment Committee, including the employment of counsel, and to assist in the administration of the Plan;
4. To give necessary or appropriate instructions relating to Plan administration to any person or entity appointed to provide services that the Committee and/or the Company requires in performing their duties; and
5. To take any action necessary or appropriate to assure that the Plan is administered for the exclusive purpose of providing benefits to participants and their beneficiaries in accordance with the Plan and defraying reasonable expenses of administering the Plan, subject to the requirements of the laws of the State of Ohio.

#### 11.12 Cashout of Small Benefits

If an Employee terminates service or dies, and the present value of the Employee's accrued benefit arising from eligibility for a deferred pension in accordance with Section 8 of this Plan (or a Survivor's Benefit arising from eligibility in accordance with Sections 8 and 9.3 (d) of this Plan) derived from Employer contributions is not greater than \$3,500, (and has never exceeded \$3,500), the Employee (or his Surviving Spouse) will receive a lump sum distribution of the present value of the entire vested portion of such benefit. For purposes of the foregoing, the lump sum distribution shall be the Actuarial Equivalent of the benefit otherwise payable. Payment of any such lump sum shall act as a complete discharge of the Plan's obligation to provide any benefit to the Employee or his Surviving Spouse.

## SECTION 12 MISCELLANEOUS PROVISIONS

### 12.1 Reemployment After Retirement

An Employee shall not be entitled to a pension except as set forth in this Pension Agreement and then not until he retires. Upon retirement, he shall cease to be an Employee.

In the case of an Employee who continues in, or returns to, the employment of the Company after his Normal Retirement date and who performs "Section 203(a)(3)(B) service," as defined below, his retirement benefit payments shall not be paid or accrued during any month in which he is rendering Section 203(a)(3)(B) service. The Company shall notify any Employee whose benefits (or accruals) have been suspended under the terms of this Section.

Upon his subsequent severance date following Normal Retirement date, such Employee's retirement benefits shall commence, or recommence. If benefits are paid to an Employee who has attained age 70 1/2 while he is employed by the Company and before he retires, the value of any benefits payable under this Plan shall be recomputed at the end of each Plan year while such Employee is still employed by the Company by first computing the amount of Additional Credited Service the Employee had accrued and then determining the Annuitized Actuarial Equivalent value of the benefits paid to the Employee during the Plan year. If the Actuarial Equivalent value of the benefits paid to the Employee exceeds the amount of additional benefit that would otherwise accrue by virtue of the Additional Service, then there would not be an increase in the Employee's benefits for the following Plan year. This computation would be repeated at the end of each Plan year in which the Employee continues to be employed.

An Employee is engaged in "Section 203(a)(3)(B) service" during any month in which:

- A. he completes forty (40) or more Hours of Service; and,
- B. is employed subsequent to the time Normal Retirement benefit payments commenced under the Plan, or would have commenced if the Employee had not remained in employment.

#### 12.2 Waiver of Benefits

Anything to the contrary in the Plan notwithstanding, a retired Employee or Surviving Spouse entitled to receive a Monthly Pension Benefit payable out of the pension fund may request the Board, in writing, to suspend for any period the payment of all or of any part of such Monthly Pension Benefit. On receipt of such written request, the Board shall authorize such suspension, in which event the retired Employee or Surviving Spouse shall be deemed to have forfeited the right to or interest in the amount of Monthly Pension Benefits so suspended, but shall retain the right to have the full amount of such Monthly Pension Benefits to which he would otherwise be entitled reinstated with respect to future monthly payments upon written notice to the Board. Any suspension requested hereunder by a retired Employee of Monthly Pension Benefits payable to him under the Plan shall not affect Monthly Pension Benefits payable under any survivorship election he has made or is deemed to have made under the Plan.

#### 12.3 No Vested Rights

No Employee shall have any vested right under this Pension Agreement except such rights, if any, as may accrue to him as provided in this Pension Agreement.

Nothing in this Pension Agreement shall give any Employee the right to be retained in the employ of the Company, and all Employees shall remain subject to discharge or layoff to the same extent as if this Pension Agreement had never gone into effect.

#### 12.4 Expiration of Labor Agreement

Expiration of the Labor Agreement shall not have the effect of terminating the rights of Employees retired before such

expiration to receive pensions in accordance with the terms of this Pension Agreement.

#### 12.5 Termination of Pension Agreement

This Pension Agreement shall continue in effect until December 3, 2001, even though the Labor Agreement now existing between the parties comes to an end by lapse of time, by failure of the parties to renew it, or by mutual agreement of the parties to end it. Said Pension Agreement shall be renewed automatically for successive one year periods thereafter unless either party shall give written notice to the other, at least 60 days prior to December 3, 2001, (or any later anniversary of said date), of its desire to amend or modify this Pension Agreement as of the end of said expiration date or such later anniversary of the expiration date (it being understood, however, that the foregoing provision for automatic one year renewal periods shall not be construed as an endorsement by either party of the proposition that one year is a suitable term for a retirement plan agreement). If notice is given, this Pension Agreement shall be open to modification or amendment on December 3, 2001, or the later anniversary of this date, as the case may be.

If, following a notice by either party pursuant to the preceding paragraph, negotiations on such proposed modifications or amendments shall not be completed by December 7, 1998, or the later anniversary of said date, with respect to which such notice shall have been given, as the case may be, either party, at the time thereafter before completion of such negotiations, may give to the other written notice of termination of this Pension Agreement, in which event this Pension Agreement shall terminate at the end of the 30th day following the day such notice shall have been given, unless the parties shall agree otherwise at or before that time. It is understood that termination of this Pension Agreement shall not have the effect of terminating the rights of Employees retired before such termination to receive pensions in accordance with the terms of this Pension Agreement.

#### 12.6 Application for Pension

An Employee eligible to retire on a pension and wishing to retire shall obtain a blank application for that purpose from the Employment Office or from the Union Office and file with the Board his application in writing on the form, furnishing the information the Board shall request, together with documentary evidence in support of same, satisfactory to the Board and any authority in writing that the Board may request authorizing it to obtain pertinent information or records, certificates or transcripts from any public office.

Age shall be proved by official birth certificate issued by the proper public authority of the area in which the Employee claims to have been born. If an Employee does not produce a birth certificate, he must produce evidence of age satisfactory to the Board of Administration in its reasonable discretion.

#### 12.7 Pension Adjustment

If an Employee, in his application for a pension, or in response to any request of the Board for information, falsifies or omits any material fact or facts, knowingly or unknowingly, or should the Board secretary, clerk, or other individual effecting the calculations of pension data, make an error, the Board shall adjust his pension payments by such amount and shall promptly rectify any error in such payments as may have resulted from such falsification, omission, or error. Except for overpayment resulting from misrepresentation or retroactive awards of Social Security benefits, overpayments dating backward for more than 12 months may not be recovered from the pension recipient.

#### 12.8 Payment of Benefits

Pensions shall be paid in monthly installments. A pension shall begin as of the first day of the month in which the Employee retires and shall be payable in the month following the date when his application is approved and on the first day of each month thereafter during his lifetime. If

the amount of the pension is less than \$20 per month, the pension may, as determined by the Board, be paid quarterly, semi-annually or annually, in advance.

Notwithstanding any other provision in this Plan, effective January 1, 1989, through December 31, 1997, the distribution of a participant's entire interest under the Plan will commence (or effective January 1, 1997 through December 31, 1997 may be elected to commence by the participant) not later than April 1 of the year following the calendar year in which he attains age 70½. Unless the mode of distribution is a single payment, distributions will be made over a period not extending beyond the participant's life, the life expectancy of such participant, or the joint life expectancies of such participant and his designated beneficiary (or Surviving Spouse). Effective on or after January 1, 1998, the distribution of a participant's entire interest under the Plan will commence not later than April 1 of the year following the calendar year in which he or she retires, or, if later, April 1 of the year following the calendar year in which he or she attains age 70-1/2. Those participants who prior to January 1, 1998, commenced distribution of their Plan interest due to attainment of age 70½ will continue to receive such distribution in accordance with the Plan's provisions in effect January 1, 1989, through December 31, 1997.

If the participant dies before benefits have commenced, his entire remaining interest must be distributed within five years after his death, unless the distribution satisfies the conditions described in paragraphs A. or B. below, in which event the distribution is not subject to a five year payment requirement.

A. Where any portion of the participant's interest is payable to a designated beneficiary (other than the participant's current spouse) and such portion is distributed over the life of the beneficiary (or over a period not

extending beyond the beneficiary's life expectancy) and, in addition, such distributions begin not later than one year after the participant's death; or,

B. Where the participant's designated beneficiary is his Surviving Spouse, and such distribution of the participant's interest under the Plan is made over the lifetime of the Surviving Spouses (or over a period not extending beyond the spouse's life expectancy), and distributions begin no later than the date on which the participant would have reached age 70½.

If distribution of a participant's interest under the Plan has commenced prior to the participant's death, distributions to the participant's Surviving Spouse, designated beneficiary or estate, must continue to be made under a form of distribution whose payout period is no longer than that for the form of distribution in effect at the time of the participant's death. In the event that the beneficiary dies before full payment has been made, the balance remaining shall be paid in a single lump sum to the beneficiary's estate.

#### 12.9 Deductions From Pension Benefits

Notwithstanding any other provision of this Pension Agreement, the trustee upon authorization by the Board while there is in effect an agreement between the Company and the Union concerning union retiree's dues deduction, shall deduct union dues in the amount of \$1.00, or \$2.00, as authorized, from any monthly pension benefit otherwise payable to any retired Employee who shall have authorized such deduction to the extent permitted by applicable federal and state laws and regulations. Such authorization must be voluntary and revocable and may not exceed 10% of any benefit payment and is not for the purpose nor have the effect of defraying Plan administrative costs. Such dues will be submitted to the Union.

Notwithstanding any other provisions of this Pension Agreement, in determining any retirement benefit payable

to any retired Employee, no benefit or supplement shall be payable for any month for which the retired Employee is receiving disability benefits under any plan to which the Company shall have contributed, except that this paragraph shall not apply with respect to disability benefits payable beyond one year under the Group Insurance Program to which the Company contributes.

Federal and state income taxes will be withheld to the extent required by applicable law or regulations provided that any applicable authorization form has been executed by the retiree and forwarded to the Pension Committee.

Notwithstanding any other provision of this Pension Agreement, for retirements on or after January 1, 1987, in determining any retirement benefit payable to an Employee, a deduction shall be made, unless prohibited by law, equivalent to a Worker's Compensation payment or for compromise or redemption settlements payable after the date monthly pension benefits first become payable provided that such Worker's Compensation payments are payable to such Employee or eligible spouse by reason of any law of the United States, or any political subdivision thereof, which has been or shall be enacted, and provided further that deductions shall only be made to the extent that Worker's Compensation has been provided by premiums, taxes or other payments paid by or at the expense of the Company. No deduction shall be made, however, for a Worker's Compensation payment specifically allocated for hospitalization or medical expenses, fixed statutory payments for the loss of any bodily member, or 100% loss of use of any bodily member, or payments for loss of industrial vision.

#### 12.10 Non-Alienation of Benefits

With the exception of deductions provided in Section 12.9 above, the pension fund shall not in any manner be liable for or subject to the debts or liability of an Employee, separated Employee, retired Employee, pensioner or Surviving Spouse. No right, benefit, pension or

supplement at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrance of any kind. If any person shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber accrued rights, benefits, pensions or supplements under the Plan or any part thereof, or if by reason of bankruptcy or other event happening at any time such benefits would otherwise be received or enjoyed by anyone else, the Company in its discretion may terminate the interest of such Employee, pensioner, or Surviving Spouse in any such benefit and instruct the Trustee or insurance company to hold or apply it to or for the benefit of such Employee, pensioner, or Surviving Spouse, his or her spouse, children or other dependents, or any of them as the Company may instruct.

The anti-alienation provisions of this Section shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to an Employee with respect to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Code Section 414(p). The Plan Administrator shall establish reasonable procedures to determine whether the domestic relations order is qualified under Section 414(p) of the Code.

#### 12.11 Non-Duplication of Benefits

Notwithstanding any other provisions of this Pension Agreement, there shall be no duplication of pension benefits under this Agreement and/or any other pension plan of the Company.

#### 12.12 Applicability

Except where this Agreement specifically provides otherwise, no person who retired under this Agreement prior to its current amendment date shall be entitled to have changed any Credited Service, pension benefit or other status or condition as set forth in this Pension Agreement as amended.

#### 12.13 Merger, Consolidation or Transfer

This Plan may be merged, consolidated, or its assets and liabilities may be transferred to any other plan provided each Employee would receive a benefit immediately after such merger, consolidation, or transfer if the Plan were then to terminate, which is equal to or greater than the benefits he would have received immediately prior to such merger, consolidation, or transfer if the Plan were to have terminated on such date.

#### 12.14 Maximum Limitation of Benefit Amount

No benefits paid from this Plan will exceed the limits of Section 415 of the Internal Revenue Code.

#### 12.15 Eligible Rollover Distributions

This Section 12.15 applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 12.15, a distributee may elect, at the time and in the manner prescribed by the Company, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

For purposes of this Section 12.15, the term "eligible rollover distribution" shall mean any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

- A. any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;
- B. any distribution to the extent such distribution is required under Section 401 (a) (9) of the Code; and

- C. the portion of any distribution that is not includible in gross income.

For purposes of this Section 12.15, the term "eligible retirement plan" shall mean an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

For purposes of this Section 12.15, a "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and an Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

For purposes of this Section 12.15, a "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

### SECTION 13 INTERNAL REVENUE SERVICE APPROVAL

#### 13.1 Submission of Pension Agreement

The obligation to maintain the Plan embodied in this Pension Agreement is subject to the requirements that approval of such Plan (and the trusts established in connection therewith) by the Internal Revenue Service as a Qualified Plan and Trust (i) qualifying for exemption from taxation under Section 401 (a) of the Internal Revenue Code or any other applicable section of the federal tax laws (as such sections are now in effect or are hereafter amended

or adopted) and (ii) entitling the Company to a deduction for contributions under Section 404 of the Internal Revenue Code or any other applicable section of the federal tax laws (as such sections are now in effect or are hereafter amended or adopted) is obtained prior to the establishment of the Plan and is maintained continuously thereafter.

Upon the execution of this Pension Agreement, the Company shall submit this Pension Agreement to the District Director of Internal Revenue for the purpose of obtaining such approval.

Until the plan, as amended effective November 23, 1998, is approved by the District Director of Internal Revenue, all as hereinbefore provided, the benefits payable may be only those determined under the plan as constituted prior to November 23, 1998.

#### 13.2 Required Modification or Amendment

In the event that any revisions of this Pension Agreement are necessary to obtain or maintain such approval, the Company is authorized, with the consent of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, to make the necessary revisions, adhering as closely as possible to the intent of the Company and the Union as expressed in this Pension Agreement. The Company agrees that it will file the Plan, as amended for approval, with the District Director of Internal Revenue within 30 days after receiving copies with the signatures of the proper International Union officers affixed.

### SECTION 14 DISCONTINUANCE OF THE PLAN

#### 14.1 Discontinuance of the Plan

In the event of Partial or total discontinuance of the Plan embodied in this Pension Agreement, or upon complete or partial discontinuance of contributions under the Pension Agreement, the accrued benefit of Employees so affected

shall become nonforfeitable to the extent then funded. The assets then remaining in the pension fund, after providing the expenses of the Plan and of the pension fund, shall be allocated to the extent that they shall be sufficient, for the purpose of paying pensions (based on Credited Service to the date of discontinuance of the Plan) to Employees who retire and to former Employees who are entitled to a Deferred Pension in accordance with this Pension Agreement and in the following order of precedence:

- (a) To provide for the payment of benefits in accordance with the minimum requirements of the Employee Retirement Income Security Act, Section 4044, as such section may be amended from time to time and any regulations issued thereunder;
- (b) To provide their Basic Pension Benefits plus the Medicare benefit, where applicable, to Employees who shall have retired under this Pension Agreement prior to its discontinuance, without reference to the order of retirement; and to Surviving Spouses who are receiving benefits, or are spouses of pensioners whose Survivor Benefit elections, if any, have become effective.
- (c) To provide Basic Pension Benefits plus the Medicare benefit upon retirement under the terms of this Pension Agreement, as if it were in effect to Employees age 65 or over, on the date of discontinuance without reference to the order in which they shall have reached age 65;
- (d) To provide Basic Pension Benefits plus the Medicare benefit upon retirement at age 65 under the terms of this Pension Agreement, as if it were in effect to Employees who have met the eligibility requirements for early retirement, on the date of discontinuance without reference to the order in which they shall reach age 65;
- (e) To provide Basic Pension Benefits plus the Medicare benefit upon retirement at age 65 under the terms of this Pension Agreement, as if it were in effect to other Employees whose combined

years of age and Credited Service (to the nearest 1/12), shall total at least 60 on the date of discontinuance, without reference to the order in which they shall reach age 65;

- (f) To provide lifetime Supplements and age-service Supplements after age 65 to those persons in (a), (b), and (c) above who are eligible therefore under the terms of this Pension Agreement;
- (g) To provide Basic Pension Benefits plus the Medicare benefit upon retirement at age 65 to all other Employees not provided for in (a) through (d) above, on the date of discontinuance, without reference to the order in which they shall reach age 65.

If the assets are insufficient to provide the full amount required to persons in a class established by any of the foregoing then the amount provided for persons in such class will be reduced pro-rata and no amounts shall be apportioned among the persons in any succeeding class.

Such allocation shall be accomplished at the election of the Board through either (i) continuance of the pension fund or a new trust fund, or (ii) purchase of an insurance annuity contract; provided, however, that no change shall be effected in the order of precedence and basis for allocation above established without the unanimous consent of the Board.

The Company shall have no right, title, or interest in the contributions made by it to the Trustee and no part of the pension or insured fund shall revert to the Company, except, that after satisfaction of all liabilities of the Plan as set forth in this Section, such contributions as may have been made by the Company as a result of overpayments may revert to the Company.

December 8, 1986

Mr. Robert St. Pierre  
Administrative Assistant  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Participation in Two or More Company  
Pension Plans

Dear Mr. St. Pierre:

During 1986 contract negotiations, a question arose concerning employees who are participants in more than one Company pension plan. Such a person might elect to retire early from the Master Pension Plan, Supplement C, but be ineligible to retire from another plan, based on age.

In this event, the employee will be deemed to retire at the earliest age permissible under the plan in which he is otherwise not yet eligible, and that pension benefit, based on his service and the basic benefit amount thereunder, shall also be paid from the Master Pension Plan, Supplement C. Upon reaching the age that he becomes eligible under such other plan the benefit will thereafter be paid from that plan with a like reduction under the Master Pension Plan.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/lh-Supp. C

January 9, 1986

Ms. Carolyn Forrest  
Vice President and Director  
UAW-Dana Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Supplement "C" - Pension Agreement  
Information Relative to Retirements Under  
Section 5.2B, Special Early Retirement

Dear Ms. Forrest:

This will confirm our understanding that, in the event of a plant closing, representatives of the U.A.W.'s Dana Department will be furnished the following information relative to employees' eligibility for Special Early Retirement Benefits.

1. A list of the names of employees determined to be eligible for pension benefits pursuant to Section 5.2B.
2. For employees who have not attained age 55 but who are, at the time of plant closing, otherwise eligible for pension benefits pursuant to 5.2B, the amounts of such benefits.
3. A list of the names of employees determined to be ineligible for pension benefits pursuant to Section 5.2B.

Sincerely,  
Chris Bueter  
Industrial Relations

September 21, 1992

Ms. Carolyn Forrest  
UAW Vice President  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Dana/UAW Pension Agreement --  
Inclusion of Chicago Plant, UAW Local  
1648

Dear Ms. Forrest:

The following confirms our understanding regarding the Chicago plant's inclusion under the Dana/UAW Pension Agreement.

1. Effective January 1, 1973, the Dana Corporation, Victor Products Division Chicago Plant - UAW Local 1648 Pension Fund, including all assets and liabilities, was merged with the Dana/UAW Master Plan.
2. Notwithstanding Section 3.4, Chicago Employees' Credited Service was transferred to the Dana/UAW Master Plan, effective January 1, 1992; the amount of such service was that which was on record under the prior plan on December 31, 1991.
3. Chicago Employees who retired before January 1, 1992 or terminated with vested rights prior to that date shall have their pension entitlement continued in accordance with the terms of the pension agreement under which they retired or terminated, as will their surviving spouses.

4. Chicago Employees who retired before January 1, 1992 (or their surviving spouses) shall have the Medicare Benefits to which they were entitled continued in accordance with the terms of the Dana/UAW Master Plan.

Sincerely,  
George Park  
Director,  
Industrial Relations, NA

November 18, 1998

Ms. Elizabeth Bunn  
Vice President and Director  
UAW-Dana Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Retiree Bonuses

Dear Ms. Bunn:

The provisions of the Dana/UAW Master Agreement include lump sum bonuses to employees who retired and their surviving spouses who are covered by Supplement C. The payments shall be made as follows:

- A \$100 bonus payable in January, 1999, December, 1999, and December, 2000, to an employee who retired prior to January 1, 1999 (except terminated vested retirees) with thirty (30) or more years of credited service. A retiree with less than thirty (30) years of credited service shall receive a proportionately reduced bonus.
- Surviving spouses of retirees who are receiving pension benefits will receive 60% of the above amounts.
- Payments described above are not paid from the Dana/UAW Pension Plan.

Sincerely,  
D.C. Warders  
Director, Industrial Relations

August 3, 1995

Ms. Carolyn Forrest  
Vice President and Director  
UAW-Dana Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

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RE: Supplement C Pension Audit

Dear Ms. Forrest:

In recent months the Company, acting under Section 11.11 of the plan, conducted an audit of pension benefit calculations under the plan. The audit method and results have been approved by the joint Board of Administration. Based upon those results, the Board authorizes the following actions:

1. All records of credited service will remain unchanged as of the retiree's date of retirement. No credited service record will be examined or changed except in the case of misrepresentation or mathematical error.
2. All benefit calculation errors reported to the Board will be rectified and the corrected calculation will be made effective as soon as practical by various local company pension administrators.
3. Any amount of retroactive under-payment resulting from Number 2 above will be paid from the plan's assets to affected retirees as soon as practical.
4. The total amount of retroactive over-payment resulting from Number 2 above will be returned to the plan's assets by the Company at the time of, and in addition to the next normal funding opportunity. Such additional funding will be accomplished within the IRS tax deductible funding limits. Any other overpayments that

may be the result of misrepresentation or retroactive awards of Social Security benefits will be repaid by the recipient of the benefit.

Both Company and Union members of the Board expressed deep concern regarding the accuracy of pension calculations. The Board will address disputed audit results only as they may be requested by the individual affected retiree.

The Board will seek to establish various training seminars for both Company and Union members of local Pension Committee members and encourage diligent efforts on the part of local pension committees at the time of pension calculations. In addition the Union members of the Board will provide the Company with a person or persons to act as the Union members of one local Pension Committee for the processing of future retirement calculations from Dana/UAW Master closed plants.

Sincerely,  
Chris Bueter  
Industrial Relations

December 4, 1995

Ms. Carolyn Forrest  
Vice President and Director  
UAW-Dana Department  
8000 East Jefferson Avenue  
Detroit, MI 48214

RE: Local Pension Committees - Active and  
Closed Plants

Dear Ms. Forrest:

Both Company and Union members of the Board expressed deep concerns regarding the accuracy of pension calculations.

The Master Board of Administration will, as soon as practical following ratification, establish training seminars for both Company and Union members of Local Pension Committees in active Master Pension Plan plants. Such seminar(s) will be designated to encourage diligent efforts on the part of Local Pension Committees to ensure correct and accurate calculation during pension application processing.

In addition, the Board has decided that a representative from the UAW Dana Department will act as the Local Union Pension Committee member(s) for the processing of retirement applications from closed Master plants.

Company representatives responsible for initiating the application process will also be responsible for communicating all pertinent information associated with pension application processing with the Dana Department representative.

Sincerely,  
Chris Bueter  
Industrial Relations

**SUPPLEMENT D  
SUPPLEMENTAL UNEMPLOYMENT  
BENEFIT PLAN**

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**SUPPLEMENT D  
SUPPLEMENTAL UNEMPLOYMENT  
BENEFIT PLAN**

**Effective November 23, 1998**

**between**

**DANA CORPORATION**

**and the**

**UNITED AUTO WORKERS (UAW)**

**and its LOCALS:**

Local No. 155,	Formsprag Production and Maintenance Unit;
Local No. 279,	Richmond Machining Production and Maintenance Unit;
Local No. 644,	Pottstown Production and Maintenance Unit;
Local No. 644,	Pottstown Office and Technical Unit;
Local No. 1363,	Richmond Sleeve Castings Production and Maintenance Unit;
Local No. 1765,	Lirna Production and Maintenance Unit;

## SECTION 1 DEFINITIONS

As used herein:

1.1 **Active Employee** means an Employee currently working for the Company.

1.2 **Base Hourly Rate** means the average straight-time earnings, excluding reducible cost-of-living and shift differentials as determined quarterly by the Company for Insurance purposes, except that the updated rate for corresponding calendar quarters will become effective the first Monday coincident with or next following the first day of the second succeeding calendar quarter, provided the Employee is working on such date; otherwise, on the first day at work thereafter.

1.3 **Benefit** means a Regular Benefit (including an alternate benefit) and Automatic Short Work Week Benefit.

1.4 **Board** means the Joint Board of Administration.

1.5 **Company** means Dana Corporation and its subsidiaries which are included hereunder by the terms of the Master and Local Agreements and of this Supplement D.

1.6 **Compensated or Available Hours** means the sum of:

- A. all hours for which an Employee receives pay from the Company, including pay for scheduled vacations but excluding premiums for overtime, and pay in lieu of vacation, plus
- B. all hours scheduled or made available by the Company after reasonable notice but not worked, plus
- C. all hours not worked by the Employee which are in accordance with a written agreement between the parties, excluding hours not worked due to excessive absenteeism of other

Employees or overtime hours not worked due to written restrictions from the Employee's personal physician satisfactory to the Company limiting the daily or weekly hours the Employee can work, provided however, that Employees working on any job or shift that customarily works less than 40 hours per Week will be deemed to have worked 40 hours for purposes of this Plan provided they work all the hours regularly scheduled for such operation.

1.7 **Corporation** means Dana Corporation and all of its subsidiaries.

1.8 **Credit Unit** means the units determining the duration of an Employee's Benefits which are credited as a result of his Weeks of active service, including any Guaranteed Annual Income Credit Units pursuant to Subsection 4.3, which are cancelled for the payment of certain Benefits hereunder.

1.9 **Credit Unit Cancellation Base (CUCB)** means an amount determined periodically by dividing the market value of the Fund by the sum of the number of Employees in active service plus those laid off with Credit Units.

1.10 **Dependent** means a spouse or a person defined as a dependent under the Internal Revenue Code.

1.11 **Employee** means full time Employees who have seniority in one of the bargaining units covered by the Master Agreement which have adopted this Supplement D.

1.12 **Fund** means the trust Fund established to receive and invest Company contributions and to pay Benefits and Separation Payments.

1.13 **Guarantee Date** means with respect to the provisions for Guaranteed Annual Income Credit Units, the third Sunday in November.

1.14 **Short Work Week** means a Work Week during which an Employee has less than 40 Compensated or Available Hours and (a) during which he performs some work for the Company or (b) for which he receives some jury duty pay, bereavement pay or military pay from the Company, or (c) for which he receives only holiday pay from the Company (excluding any holiday pay for a Sunday) and, for the immediately preceding Week, he either received an Automatic Short Work Week Benefit or had 40 or more Compensated or Available Hours. Automatic Short Work Week Benefits are not payable for occurrences described by part (c) of this definition but regular benefits may be payable.

1.15 **State System** means any system or program established pursuant to any state or federal law for paying benefits to persons on account of their unemployment under which a person's eligibility for benefit payments is not determined by application of a "means" or "disability" test. State System also includes:

- A. any system or program established by law to supplement, replace or extend the benefits available under any state or federal laws for paying benefits to persons on account of their unemployment (such as the Trade Readjustment Allowance provided under the Federal Trade Expansion Act of 1962 as amended, and the Trade Act of 1974), or
- B. any such system or program established for the primary purpose of education or vocational training where such programs may provide for training allowances.

1.16 **State System Benefit** means an unemployment benefit payable under a State System, including any dependency allowances and training allowances, but excluding any allowance for transportation, subsistence, equipment or other cost of training and excluding any

"back-to-work" payment for a Week made, in addition to the regular State System Benefit otherwise payable for such Week, to an Employee who has been on layoff for a prescribed number of Weeks and returns to full-time work within a prescribed period, and also shall mean a lost time benefit which an Employee received under a Workers' Compensation law or other law providing benefits for occupational injury or disease, while not totally disabled and while ineligible for a Disability Benefit under the Insurance Program. If an Employee receives a Workers' Compensation benefit while working full time and a higher Workers' Compensation benefit while on layoff from the Company, only the amount by which the Workers' Compensation benefit is increased shall be included.

1.17 **Trustee** means the Trustee or Trustees of the Fund established under the Plan.

1.18 **Weekly After-Tax Pay** means an amount equal to an Employee's Base Hourly rate multiplied by 40 hours or by a lesser number of hours the Employee is regularly scheduled to work, reduced by the sum of all federal, state and municipal taxes and contributions which would be required to be collected, deducted or withheld by the Company from a regular weekly wage of such amount. Any changes or corrections in the number of an Employee's Dependents made during a period of layoff will be reflected in the redetermination of the amount of the Employee's Weekly After-Tax Pay applicable to the Week following the Week in which the Company receives notice of such changes or corrections.

1.19 **Work Week, Week or Pay Period** means seven consecutive days beginning on Monday at the regular starting time of the shift to which the Employee is assigned, or was last assigned immediately prior to being laid off.

1.20 **Years of Seniority** (for purposes of this Plan only) means the seniority an Employee has in the bargaining unit in which he is employed plus, for those who transfer

between plants in accordance with Article 71 of the Master Agreement, the seniority he held in the previous bargaining units covered by this Plan in which he was employed.

## SECTION 2 PURPOSE, CONTINUATION, AND TERMINATION OF THE PLAN

### 2.1 Purpose

A. It is the purpose of this Plan to supplement State System Benefits and not to replace or duplicate them.

B. Neither the Company's contributions nor any Benefit or Separation Payment paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives any Benefit, or Separation Payment shall for that reason be deemed an Employee of the Company during such period.

C. Except for Benefits or Separation Payments payable hereunder, no Employee shall have any vested right, title, or interest in any of the assets of the Fund nor in any Company contributions thereto.

### 2.2 Continuation of the Plan

The Company shall continue to maintain the Supplemental Unemployment Benefit Plan in effect prior to November 23, 1998, as amended herein, until December 3, 2001, provided it obtains favorable rulings from the appropriate governmental agencies in accordance with Section 3 herein.

### 2.3 Continuation of the Trust Fund

The Company shall maintain a Trust Fund, for purposes of the Plan, with a qualified bank or banks or a qualified trust company or companies selected by the Company as a Trustee. The Company's contributions shall be made into the Fund, the assets of which shall be held, invested and applied by the Trustee, all in accordance with the Plan. Benefits and Separation Payments shall be payable only from the Fund. The assets of the Fund shall be held in cash

or invested only in:

- (i) general obligations of the United States Government and obligations of any agency or instrumentality of the United States Government or of any United States Government sponsored private corporation, or obligations of any other organization which are backed by the full faith and credit of, or are contractual obligations of the United States; and/or
- (ii) prime quality short-term obligations such as commercial paper, bankers acceptances, certificates of deposit, or similar investments; and/or
- (iii) a common, collective or commingled investment fund consisting of any combination of the investments under (i) and (ii) above;

irrespective of the rate of return, or the absence of any return, thereon, and without any absolute or relative limit upon the amount that may be invested in any one or more types of investment. The Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether for normal or abnormal economic conditions or otherwise.

### 2.4 Obligations

Unless otherwise expressly provided for, neither the Company nor the Union shall request any change, additions nor deletions in this Plan; provided however, that in recognition of the extensive revisions made in an attempt to simplify the language of this Plan, changes may be made, with mutual consent of the parties, to clarify the intent of any provisions herein.

Any revisions required to obtain favorable government rulings in accordance with Section 3 hereof shall be negotiated between the Company and the Union. Any disputes which arise as a result of such negotiations shall not be a reason or cause for any strike, slowdown, work

stoppage, lockout, picketing, or other exercise of economic force (or threat thereof) by the Company nor by the Union.

#### 2.5 Term of Plan

A. This Plan shall remain in effect until December 3, 2001, which is the term of the Master Agreement of which this Plan is a supplement. However, the Plan may be continued thereafter by mutual consent of the Company and the Union.

B. In the event either party wishes to amend or terminate this Plan on or after the date of termination, they shall give written notice to the other party, as provided in the Master Agreement.

#### 2.6 Termination of the Plan

A. Notwithstanding any other provisions of this Plan, if the Plan is terminated for any reason whereby the Company's obligation to make further contributions ceases, the parties shall negotiate for a period of 60 days from the date of such termination with respect to the use which shall be made of monies which the Company would otherwise be obligated to contribute to the Plan. If an agreement cannot be reached, there shall be a general wage increase of not less than \$.21 per hour to all Employees at plants covered by this Plan. Such increase shall be applied to the wage rates in a manner consistent with any other wage increase at the respective plants.

B. Upon termination, the Plan shall terminate in all respects except that the assets then remaining in the Fund shall be used to pay expenses of administration and to pay Benefits to eligible Employees for a period of one year following termination, if not sooner exhausted.

The Plan provisions with respect to the effect of a low CUCB on the payment of Benefits shall not be applicable. At the expiration of the one year period, the parties shall endeavor to negotiate a program for the orderly disposition of any remaining assets of the Fund for Employee benefits

not inconsistent with the purposes of the Plan to supplement State System Benefits and not to replace or duplicate them.

### SECTION 3 GOVERNMENTAL RULINGS

#### 3.1 Required Governmental Rulings

The Company's obligation to establish and maintain the Plan shall be contingent upon receipt by the Company from the United States Internal Revenue Service of rulings satisfactory to the Company, holding that:

- A. contributions to the Fund established pursuant to the Plan constitute a currently deductible expense under the Internal Revenue Code, as now in effect, or under any other applicable federal tax law; and
- B. the Fund under the Plan qualifies for exemption from Federal income tax under Section 501(c) of the Internal Revenue Code, and
- C. contributions by the Company to, and Benefits and Separation Payments paid from the Fund are not treated as "wages" for purposes of the Federal Unemployment Tax, the Federal Insurance Contributions Act Tax, or Collection of Income Tax at Source on Wages, under Subtitle C of the Internal Revenue Code, except as Benefits paid from the Fund are treated as if they were "wages" solely for purposes of Federal income tax withholding as provided in the 1969 Tax Reform Act, and
- D. no part of any such contributions are included for purposes of the Fair Labor Standards Act in the regular rate of any Employee.

3.2 The Company shall apply promptly to the appropriate agency for any necessary rulings described in Subsection 3.1 of this Section.

3.3 Notwithstanding any other provision of this Plan, the Company, with the consent of the Union, may, during the term of this Plan, make revisions in the Plan not inconsistent with the purposes, structure, and basic provisions hereof, which shall be necessary to obtain any of the rulings referred to in this Section 3. Any such revisions shall adhere as closely as possible to the language and intent of the provisions of the Plan.

#### 3.4 Effect of Revocation of Federal Rulings

If any rulings which have been or may be obtained by the Company holding:

A. that Contributions to the Fund shall constitute currently deductible expenses under the Internal Revenue Code as now in effect or as it may be hereafter amended, or under any other applicable Federal income tax law, or

B. that no part of any such contributions shall be included for purposes of the Fair Labor Standards Act in the regular rate of any Employee, shall be revoked or modified in such manner as no longer to be satisfactory to the Company, all obligations of the Company under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way affecting the validity or operations of the collective bargaining agreement) except for the purposes of disposing of the assets of the Fund as set forth in Subsection 2.6B of this Plan.

#### 3.5 Effect of Revocation of State Rulings

If the rulings or statutory amendments with respect to supplementation shall be repealed or revoked, the parties shall endeavor to negotiate an agreement establishing a plan for benefits not inconsistent with the purposes of the Plan.

#### 3.6 Contribution Deductible Under IRC419

Notwithstanding any other provision of the Plan, the Company's contributions to the Fund shall be limited to an

amount that is deductible for income tax purposes under Section 419 of the Internal Revenue Code.

### SECTION 4 CREDIT UNITS

#### 4.1 General

Credit Units shall have no fixed value in terms of either time or money, but shall be a means of determining eligibility for and duration of Benefits

#### 4.2 Accrual of Credit Units

A. Credit Units earned and uncancelled as of November 23, 1998, under the Plan shall remain to the Employee's credit as of November 24, 1998. Thereafter, an Employee hired on or after March 8, 1982 shall earn one-quarter of a Credit Unit during his first 18 months of seniority. An Employee hired prior to March 8, 1982 (and an Employee hired after March 8, 1982 following his attainment of 18 months of seniority) shall earn one-half of a Credit Unit, to a maximum of 52, for each Work Week in which;

- (1) he receives any pay from the Company, including vacation pay received and back pay in the Week received for which Credit Units were not otherwise granted,
- (2) he is on military leave of absence, provided however that such Credit Units shall not be credited until his reinstatement from an approved leave of absence.
- (3) he is absent from work due to a disability incurred in the course of his employment with the Company which is compensable under any applicable Workers' Compensation Act.

B. An Employee who attains seniority in a plant of subsequent hiring as covered by the provisions of Article 71, Transfer Between Plants, of the collective bargaining agreement, will have Credit Units remaining uncancelled to

his credit in the former bargaining unit transferred to his credit in the plant of subsequent hiring and he will continue to accumulate Credit Units as of his seniority date in the plant of subsequent hiring provided such plant is also covered by this SUB Plan.

For an Employee who was laid off in the original plant before he attained one (1) Year of Seniority, Credit Units will be credited for such service when his combined seniority at time of layoff in the original plant, when added to seniority attained in the plant of subsequent hiring, equals one (1) Year of Seniority.

C. An Employee transferred to a plant of subsequent hiring as covered by Article 71 of the Master Agreement, and such plant is not covered by this SUB Plan but is covered by another SUB Plan of the Corporation will:

(1) Retain Credit Units earned hereunder in this Supplement D Plan in accordance with Subsection 4.5, C, but in any event until he is eligible for coverage in the SUB Plan at his new location.

(2) Have his Credit Units adjusted when he attains one year of seniority at his new location, as follows:

- a. If he has more than 52 Credit Units at his former location, his Credit Units at the new location will be deducted from the Credit Units at his former location;
- b. If he has 52 or fewer Credit Units at his former location, such Credit Units will be reduced, if necessary, so that the sum total of the number of Credit Units at both locations does not exceed 52.

If such an Employee is recalled to his former plant while he still has Credit Units under this SUB Plan (or would have such Credit Units except that they were reduced due to the accrual of Credit Units under the SUB Plan at the new location), such Credit Units will be reinstated, less the number of Credit Units cancelled because of payment of

Benefits under this SUB Plan subsequent to his layoff from such former plant.

#### 4.3 Guaranteed Annual Income Credit Units

A. In addition to the above methods of accruing Credit Units, each Active Employee having one or more Years of Seniority on a Guarantee Date shall be credited, as of the Guarantee Date, with the number of Guaranteed Annual Income Credit Units (if any) determined by:

- (1) subtracting from 52 the number of Credit Units to his credit on the Guarantee Date; and
- (2) multiplying the resulting number by the applicable percentage set forth in the following table:

Years of Seniority on the Guarantee Date	Applicable Percentage
1 but less than 2	25%*
2 but less than 4	50%
4 but less than 7	75%
7 and over	100%

\*Employees hired on or after March 8, 1982 will be entitled to only 12-1/2% of a Guaranteed Annual Income

Credit Units calculation which occurs within their first 18 months of seniority.

B. If Guaranteed Annual Income Credit Units are not credited to an Employee on a Guarantee Date solely because he does not then have at least one Year of Seniority or was not then an Active Employee, but on any day within the 52 Pay Periods following such Guarantee Date such Employee has at least one Year of Seniority and is then an Active Employee, he shall be entitled to be credited with Guaranteed Annual Income Credit Units as of the end of the first Pay Period in which he meets such requirements. The number of Guaranteed Annual Income Credit Units, if any, to be credited to such Active Employee shall be the number determined by:

- (1) subtracting from 52 the number of Pay Periods between the preceding Guarantee Date and the last day of such Pay Period; and
- (2) subtracting from the resulting number the number of Credit Units to the Employee's credit on such last day; and
- (3) multiplying that resulting number by the percentage in the table in Subsection 4.3A(2), applicable to the Employee's seniority on the preceding Guarantee Date (or the date subsequent thereto on which he acquired one Year of Seniority).

An Employee who reports for work at the expiration of an illness leave of absence who is placed on layoff because there is no work available in line with his seniority will be deemed to be an Active Employee for the purpose of receiving Guaranteed Annual Income Credit Units.

C. Credit Units for Benefits received prior to the application of the guarantee, will be cancelled before additional Guaranteed Annual Income Credit Units are added, based on the formula specified.

D. Guaranteed Annual Income Credit Units shall have the same meaning and value as Credit Units earned in accordance with Subsection 4.2 above.

E. Any Employee who has more than 52 Credit Units on a Guarantee Date will not be credited with any Guaranteed Annual Income Credit Units. No Credit Units in excess of 52 will be taken away on a Guarantee Date.

#### 4.4 Usage of Credit Units

A. Credit Units shall be cancelled upon payment of Regular Benefits in accordance with the following table:

#### Table for Benefits Payable for Pay Periods Commencing November 23, 1998 and After:

If the CUCB applicable to the Week for which a Benefit is paid is:	And as of the last day of the Week For which such Benefit is paid to the Employee his Years of Service are:	
	1 to 5 Years	5 to 10 Years and Over
\$900.00 or more	1.00	1.00
800.00 - 899.99	1.11	1.00
700.00 - 799.99	1.25	1.00
600.00 - 699.99	1.43	1.00
500.00 - 599.99	1.67	1.00
400.00 - 499.99	2.00	1.00
300.00 - 399.99	3.33	1.00
200.00 - 299.99	5.00	1.00
150.00 - 199.99	10.00	1.00
100.00 - 149.99	No benefits payable	1.00*
Under \$100.00	No benefits payable	5.00*

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The Credit Units to be cancelled shall be:

No Credit Units shall be cancelled when an Employee receives an Automatic Short Work Week Benefit.

\* Benefits paid to eligible Employees during any period when the Fund falls below \$100.00 will be paid from the Job Security/ Guaranteed Income Program only.

B. The Credit Unit Cancellation Base (CUCB) shall be redetermined each month in accordance with Section 13 of this Plan. Credit Units shall be cancelled for each Week in which Benefits are paid in accordance with such redetermined CUCB.

C. For purposes of the above table, Years of Seniority for an Employee who breaks seniority by reason of death or retirement under the provisions of the Dana-UAW Pension Agreement, shall mean the Years of Seniority as of the date seniority is broken for such reason.

D. In the event an Employee has less than the full number of Credit Units required to be cancelled for the payment of a Benefit to which he is otherwise entitled, he shall be eligible for the full amount of such Benefit, and all remaining Credit Units shall be cancelled.

E. In the event a Benefit, for which Credit Units were cancelled, is repaid to the Fund by an Employee for any reason, the Credit Units so cancelled will be reinstated.

#### 4.5 Forfeiture of Credit Units

An Employee shall forfeit permanently all Credit Units which he has to his credit and shall be ineligible to be credited with Guaranteed Annual Income Credit Units on the next succeeding Guarantee Date or other date of eligibility, if he

A. incurs a break in seniority, except if a break in seniority occurs in one plant but seniority is maintained in another plant, such forfeiture shall not apply.

B. breaks seniority by retirement under the total and permanent disability provisions of the Pension Plan established pursuant to the agreement between the Company and the Union as a result of a disability which commenced prior to January 1, 1980. If he shall subsequently have his seniority reinstated, the Credit Units previously forfeited shall again be credited to him, or

C. (1) is on layoff from the Company with less than 10 Years of Seniority and remains on layoff for a continuous period of 24 months, except that if at the expiration of such period he is receiving Benefits, his Credit Units shall not be forfeited until he ceases to receive Benefits.

(2) is on layoff from the Company with 10 or more Years of Seniority and remains on layoff for a continuous period of 36 months, except that if at the expiration of such period he is receiving Benefits, his Credit Units shall not be forfeited until he ceases to receive Benefits.

If an Employee thereafter returns to work with accumulated seniority, he shall then be credited with the Guaranteed Annual Income Credit Units then due, or

D. willfully misrepresents any material fact in connection with an application by him for Benefits under the Plan.

#### 4.6 Armed Forces

An Employee who enters the Armed Services of the United States directly from the employ of the Company shall, while in such service, be deemed, for purposes of the Plan, to be on leave of absence and shall not be entitled to any Benefit, and upon his reinstatement as an Employee shall be credited with:

A. all Credit Units credited to the Employee at the time of his entry into such services, plus

B. any Credit Units for which he is entitled to be credited with respect to the period of his military leave of absence.

### SECTION 5 GENERAL ELIGIBILITY PROVISIONS

5.1 To be eligible for any Benefits from this Plan an Employee must:

(A) have at least one Year of Seniority at date of layoff, or

(B) have been an Active Employee within the 30 day period immediately prior to attaining one Year of Seniority, or

(C) have acquired one Year of Seniority while on a Workers' Compensation leave and be laid off thereafter without returning to work.

(D) Not have received an unemployment benefit under any contract or program of another employer or under any other "SUB" plan of the Company (and was not eligible for such a benefit under a contract or program of another employer with whom he has greater seniority than with the Company nor under any other "SUB" plan of the Company in which he has credit units which were credited earlier than his oldest Credit Units under this Plan).

5.2 With respect to Regular Benefits the Employee must not be working full-time for the Corporation, but must be on a temporary layoff or layoff resulting from a reduction in force, or from the discontinuance of a plant or operation, or layoff, occurring or continuing because the Employee was unable to do the work offered by the Company although able to perform other work in the plant to which he would have been entitled if he had sufficient seniority. Receipt of regular holiday pay will not exclude an Employee from eligibility for a Regular Benefit.

5.3 An Employee's layoff for all or part of any Week will be deemed qualifying for Plan purposes only if:

A. such layoff was from a bargaining unit, and

B. such layoff was not for disciplinary reasons, and was not a consequence of:

- (1) any strike, slowdown, work stoppage, picketing, concerted action, or dispute of any kind involving

Employees:

- (2) any fault attributable to the Employee;
- (3) any war or hostile act of a foreign power (but not government regulation or controls connected therewith);
- (4) sabotage or insurrection; or
- (5) a shut down of a plant or facility on a holiday or on the day immediately prior to or following a holiday, and

C. with respect to Regular Benefits, an Employee did not refuse to accept work when recalled pursuant to the collective bargaining agreement, and did not refuse an offer by the Company of other available work which he had no option to refuse under the collective bargaining agreement, or

D. with respect to Automatic Short Work Week Benefits an Employee did not refuse an offer of other available work by the Company, and

E. with respect to such period the Employee was not eligible for and was not claiming

- (1) any statutory or Company disability benefit (except a benefit which he received or could have received while working full time); or
- (2) any Company pension or retirement benefit, except those employees who, prior to January 1, 1998, commence receiving and are still receiving a minimum distribution pension benefit after age 70½ according to the provisions of the Tax Reform Act of 1986, unless the Employee was eligible for such benefits for only part of a Week, and

F. with respect to such period the Employee was not in military service other than short term active duty of 30 days or less, including required military training, in a National Guard, Reserve or similar unit or on a military leave. In the event an Employee is in such military service and is

ineligible for short-term military pay under Article 56 of the Master Agreement, he will be deemed to be on a qualifying layoff, for the determination of eligibility, for not more than two Regular Benefits in a calendar year, provided, however, that this two Regular Benefit limitation shall not apply to short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency.

5.4 Benefits shall not be payable at any time if the CUCB for any Week shall be less than \$100.00.

#### 5.5 Filing of Applications

A. An application for a Benefit or Separation Payment may be filed either in person or by mail in accordance with procedures established by the Company. Under such procedures an Employee applying for a Benefit shall be required to appear personally at a location designated for this purpose to register as an applicant and to supply needed information at the time of, or prior to, making his first application following layoff. No application for a Benefit shall be accepted unless it is submitted to the Company within 60 calendar days after the end of the Week with respect to which it is made; provided, however, that if the amount of the Employee's State System Benefit is adjusted retroactively with the effect of establishing a basis for eligibility for a Benefit or for a Benefit in a greater amount than that previously paid, he may apply within 60 calendar days after the date on which such basis for eligibility is established.

B. Applications filed for a Benefit or a Separation Payment under the Plan will include:

- (1) in writing any information deemed relevant by the Company with respect to other benefits received, earnings and the source thereof, dependents, and such other information as the Company may require in order to determine

whether the Employee is eligible to be paid a Benefit or Separation Payment and the amount thereof,

- (2) with respect to a Regular Benefit the exhibition of the Employee's State System Benefit check, state certification of eligibility for such benefits, or other evidence satisfactory to the Company of either:
  - (a) his receipt of or entitlement to a State System Benefit, or
  - (b) his ineligibility for a State System Benefit only for one or more of the reasons specified in Subsection 6.1, provided, however, that in the case of State System Benefit ineligibility by reason of the pay received from the Company or otherwise (Subsection 6.1,F), State System evidence for such reason of ineligibility shall not be required, or
  - (c) his ineligibility for a State System Benefit due to his death on or before his State System reporting day applicable to such Week.

#### 5.6 Determination of Eligibility

A. When an application is filed for a Benefit or Separation Payment under the Plan and the Company is furnished with the evidence and information required, the Company shall determine the Employee's entitlement to a Benefit or a Separation Payment. The Company shall advise the Employee of the number of Credit Units cancelled for each Benefit payment and the number of Credit Units remaining to his credit after each such payment.

B. If the Company determines that a Benefit or a Separation Payment is payable, it shall deliver prompt written notice to the Trustee to pay the Benefit or Separation Payment.

C. If the Company determines that an Employee is not entitled to a Benefit or to a Separation Payment, it shall notify him promptly, in writing, of the reason(s) for the determination.

D. The Company shall furnish to a SUB representative designated by the Union a copy of each application for Separation Payment and copies of all Company determinations of Benefit or Separation Payment ineligibility or overpayment.

#### 5.7 Appeals

A. The appeals procedure set forth in this Section may be employed only for the purposes specified in this subsection.

B. No question shall be subject to the grievance procedure provided for in the collective bargaining agreement.

#### C. Initial Appeals

- (1) An Employee may appeal from the Company's written determination with respect to the payment or denial of a Benefit or a Separation Payment by filing a written appeal with the Local Committee on a form provided for that purpose. In situations where a number of Employees had filed applications for Benefits or Separation Payments under substantially identical conditions, an appeal may be filed with respect to one such Employee, in accordance with procedures established by the Board, and the decision thereon shall apply to all such Employees.
- (2) The appeal shall be considered filed with the Local Committee when filed with the Company within 30 days following the date of mailing of the determination appealed. If the appeal is mailed, the date of filing shall be the postmarked date of the appeal. No appeal will be valid after the 30 day period.

- (3) The local Committee shall advise the Employee, in writing of the resolution of or failure to resolve his appeal. If not resolved within 30 days after the date of appeal (or such extended time as may be agreed upon by the Local Committee), the Employee or any two members of the Local Committee may refer the matter to the Board.

#### D. Appeals to the Board

- (1) Appeals shall specify the respects in which the Plan is claimed to have been violated, and shall set forth the facts relied upon as justifying a reversal or modification of the determination appealed from.
- (2) The handling and disposition of each appeal to the Board shall be in accordance with regulations and procedures established by the Board.
- (3) The Employee or the Union members of the Board may withdraw any appeal to the Board at any time before it is decided by the Board, on a form provided for that purpose.
- (4) There shall be no appeal from the Board's decision. It shall be final and binding upon the Union, its members, the Employee, the Trustee and the Company. The Union will discourage any attempt of its members to appeal and will not encourage or cooperate with any of its members in any appeal, to any court or labor board from a decision of the Board, nor will the Union or its members by any other means attempt to bring about the settlement of any claim or issue on which the Board is empowered to rule hereunder.
- (5) The Employee shall be advised, in writing, by the Board of the disposition of any appeal.

**E. Benefits Payable After Appeal**

In the event that an appeal with respect to entitlement to a Benefit or Separation Payment is decided in favor of the Employee, the Benefit or Separation Payment shall be paid to him; provided, however, that if the payment of the Benefit requires Credit Unit cancellation, the Benefit shall be paid only if he has not exhausted Credit Units after the Week of the Benefit in dispute.

F. With respect to the appeal provisions set forth under this Subsection 5.7 only, the term Employee shall include any person who received or was denied the Benefit or Separation Payment in dispute.

**SECTION 6  
ADDITIONAL ELIGIBILITY PROVISIONS**

**6.1 State System Benefit Eligibility**

An Employee who applies for Regular Benefits for any Week for which he meets the General Eligibility Provisions of Section 5 hereof, must also present evidence that he received a State System Benefit not currently under protest by the Company (as described in Subsection 6.2), or was ineligible for such benefit only for one or more of the following reasons:

A. he did not have a sufficient period of employment or earnings prior to layoff to qualify for a State System Benefit;

B. he exhausted his State System Benefits, provided he continues to be able and available for work, maintains an active registration for work with the state employment service, applies for and accepts any suitable work offered by the state employment service or the Company, and otherwise does what a reasonable person would do to obtain work;

C. he refused an offer of work by the Company which he had a right to refuse under an applicable collective bargaining agreement;

D. he was employed full time by an employer other than the Company;

E. he was receiving pay for military service with respect to a period following his release from active duty therein; or was on short term active duty of 30 days or less for required military training in a National Guard, Reserve or similar unit or was on short term active duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency;

F. the amount of his pay (from the Company and from any other employers) plus the amount of unearned pay applicable to hours of work made available to him by the Company but not worked for the Week equaled or exceeded the amount which disqualifies him for a State System Benefit or "waiting week" credit for the Week as determined under the State System;

G. he was denied a State System Benefit and it is determined that, under the circumstances, it would be contrary to the intent of the Plan to deny him a Benefit;

H. he was subject to a waiting week under the applicable State System, provided, however, that an Employee qualifying under the above items A through E and H, must meet the registration and reporting requirements of the State System employment office.

**6.2 Disputed Claims for State System Benefits**

A. With respect to any Week for which an Employee has applied for a Benefit and for which he:

- (1) has been denied a State System Benefit, and the denial is being protested by the Employee

through the procedure provided therefor under the State System, or

- (2) has received a State System Benefit, payment of which is being protested by the Company through the procedure provided therefor under the State System and such protest has not, upon appeal, been held by the Board to be frivolous, and the Employee is eligible to receive a Benefit under the Plan except for such denial, or protest, the payment of such Benefit shall be suspended until such dispute shall have been determined.

B. If the dispute shall be finally determined in favor of the Employee, the Benefit shall be paid to him unless he has exhausted Credit Units subsequent to the Week to which the State System Benefit in dispute is applicable.

### 6.3 State System Benefit and Other Compensation

An Employee's State System Benefit and Other Compensation means:

A. the amount of State System Benefit received or receivable by the Employee for the period, plus

B. all pay received or receivable by the Employee from the Company (but not "Vacation Pay" allowances) and any amount of unearned pay, computed (as if payable) for hours made available by the Company but not worked after reasonable notice has been given to the Employee for such Week. However, if the hours made available but not worked are hours which the Employee had the option to refuse under the collective bargaining agreement or which he could refuse without disqualification under Subsection 5.3 C, such hours are not to be considered as hours made available by the Company. If wages or remuneration from the employers other than the Company or military pay are received or receivable by the Employee and are applicable to the same period as hours made available by the Company, only the greater of (i) such wages or remuneration from other employers in excess of the greater of \$10 or 20% of such wages or remuneration, or military

pay in excess of \$10, or (ii) any amount of pay which could have been earned, computed as if payable, for hours made available by the Company shall be included; plus

C. all wages or remuneration, as defined under the law of the applicable State System, in excess of the greater of \$10 or 20% of such wages or remuneration received or receivable from other employers for such Week (excluding such wages or remuneration which were considered in the calculation under (i) of Subsection 6.3 B above); plus

D. the amount of all other benefits in the nature of compensation or benefits for unemployment, received or receivable under any state or federal system (such as, for example, the Trade Readjustment Allowance provided under the Federal Trade Expansion Act of 1962, as amended, and The Trade Act of 1974) for such Week, plus

E. the amount of all military pay in excess of \$10 received or receivable for such Week, excluding such military pay which was considered in the calculation under Subsection 6.3 B.

## SECTION 7 REGULAR BENEFIT

### 7.1 Eligibility

An Employee shall be eligible for a Regular Benefit for any period for which:

A. he meets the eligibility requirements of Section 5,

B. he has to his credit a Credit Unit or fraction thereof.

C. he meets the eligibility requirements for the State System Benefit as described in Section 6,

D. he has available Credit Units, as described in Section 4,

E. he is not eligible to receive any other "lost time" benefits, under any contract or program of the Company, nor of another employer,

F. he makes proper application for such Regular Benefit, and

G. he qualifies for a Benefit of at least \$2.00

#### 7.2 Amount of Benefit

A. The Regular Benefit shall, except for the provisions of Section 10, be an amount which, when added to the Employee's State System Benefit and Other Compensation, will equal 95% of his Weekly After-Tax Pay, minus \$17.50. However, an alternate benefit not to exceed \$115.00 shall be paid instead of the Regular Benefit for any Week in which:

- (1) the Employee is laid off or continues on layoff because he did not avail himself of an opportunity to work under the provisions of the collective bargaining agreement (including a local inverse seniority agreement), and further provided
- (2) the Employee is ineligible for a State System Benefit because of his non-availability for work, or because he exhausted the State System Benefit; or
- (3) the Employee is ineligible for a State System Benefit because such Week is determined to be a waiting week for State System Benefits.

B. If an Employee otherwise eligible for Regular Benefits was not available for work the entire Week due to retirement, disability, or receipt of other statutory benefits for part of the Week, he will receive 20% of the Regular Benefit for each work day he is eligible for Regular Benefits, to a maximum of five days per Week.

C. An Employee who receives a partial Workers' Compensation Benefit while on layoff will receive a

Regular Benefit to make up the difference between the Workers' Compensation benefit and the Regular Benefit otherwise payable.

D. Holiday pay received or receivable by the Employee for any Week in which he is eligible for a Regular Benefit will be deducted from such Regular Benefit.

### SECTION 8

#### AUTOMATIC SHORT WORK WEEK BENEFITS

##### 8.1 Eligibility

A. An Employee shall be eligible for an Automatic Short Work Week Benefit for any Work Week during which he has less than 40 Compensated or Available Hours, after having performed some work for the Company or during which he did not perform any work for the Company, but:

- (1) he received jury duty pay or bereavement pay, or
- (2) he received pay for short-term military duty of 30 days or less because he was called to active service in the National Guard by state or federal authorities in case of public emergency and during all or part of such period he would otherwise have been on qualifying layoff under this Plan.

B. No application for an Automatic Short Work Week Benefit will be required of an Employee. However, if an Employee believes himself entitled to an Automatic Short Work Week Benefit for a Week for which he does not receive such Benefit, he may file written application therefor.

##### 8.2 Amount of Benefit

A. The Automatic Short Work Week Benefit shall, except for the provisions of Section 10, be an amount equal to the product of the number of hours and fractional parts thereof

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for which the Employee is eligible for such Benefit, multiplied by 80% of his average regular straight time hourly rate (the rate used for premium pay determination) for the Week in which the Automatic Short Work Week Benefit is payable exclusive of shift premiums and reducible cost of living.

B. A State System Benefit received or receivable by the Employee for the Week in which he is eligible for an Automatic Short Work Week Benefit shall be deducted from such Automatic Short Work Week Benefit.

### SECTION 9 SEPARATION PAYMENT

#### 9.1 Eligibility

An Employee shall be eligible for a Separation Payment provided:

A. he had one or more Years of Seniority on the last day he was an Active Employee, and

- (1) he has been on a continuous layoff for at least twelve months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances set forth in Subsection 5.3 B. of this Plan; provided, however, that a layoff shall be deemed to be continuous if the Employee accepts an offer of work by the Company and is again laid off within ten days from the date he was reinstated, or
- (2) he has not refused to accept work offered by the Company on or after the last day he worked whether or not he had the option to refuse same under the collective bargaining agreement, and
- (3) at the time such Separation Payment becomes payable he is not employed full-time by the Corporation.

B. he is not eligible for benefits under any Company group insurance disability benefit plan, and

C. he makes application for a Separation Payment during the 24 month period commencing with the date of layoff or disability (during the 36 month period commencing with the date of layoff for those Employees with ten or more Years of Seniority).

#### 9.2 Amount of Separation Payment

A. The amount of an Employee's Separation Payment shall be determined by multiplying his Base Hourly Rate by the applicable number of hours in the following table:

Years of Seniority On Last Day Worked In a Bargaining Unit	Number of Hours Pay
1 but less than 2	75
2 but less than 3	105
3 but less than 4	150
4 but less than 5	202.5
5 but less than 6	255
6 but less than 7	315
7 but less than 8	382.5
8 but less than 9	450
9 but less than 10	525
10 but less than 11	600
11 but less than 12	682.5
12 but less than 13	765
13 but less than 14	855
14 but less than 15	945
15 but less than 16	1050
16 but less than 17	1155
17 but less than 18	1260
18 but less than 19	1380
19 but less than 20	1500
20 but less than 21	1627.5
21 but less than 22	1755
22 but less than 23	1890
23 but less than 24	2032.5
24 but less than 25	2182.5

25 but less than 26	2340
26 but less than 27	2497.5
27 but less than 28	2655
28 but less than 29	2812.5
29 but less than 30	2970
30 and over	3120

The amount of Separation Payment so computed shall be reduced by:

- (1) the amount of any Benefits paid or payable (for which an application has been made) to an Employee with respect to a Week occurring after the last day he worked in the contract unit;
- (2) the amount of any payment, financed in whole or in part by the Company, received or receivable on or after the last day the Employee worked in the contract unit, with respect to any layoff or separation from the Company (other than a State System Benefit or a benefit payable under the Federal Social Security Act);
- (3) the amount of any moving allowance deductible under the collective bargaining agreement; and
- (4) any amount required to be withheld by the Trustee or the Company by reason of any law or regulation, for payment of taxes or otherwise, to any federal, state or municipal government.
- (5) the amount of any group insurance disability benefits paid for disabilities commencing after the date of layoff.
- (6) The amount of the cumulative pension or retirement benefit that would be payable, and fifty percent of any Social Security old age or disability benefit that would be payable, assuming the maximum Social Security benefit level currently in effect, for the life expectancy of the Employee as determined actuarially, if the Employee is eligible to receive a monthly pension or a monthly retirement benefit, other than a deferred pension or a deferred retirement benefit, under any Company plan or program then in effect except the

pension benefit for those employees who, prior to January 1, 1998, commenced receiving and are still receiving a minimum distribution pension benefit after age 70½ according to the provisions of the Tax Reform Act of 1986.

B. In the event the CUCB is below \$300.00 on the date the Employee's application is received by the Company, the amount of Separation Payment determined above shall be reduced by 1% for each full \$2.25 by which the CUCB is less than \$300.00. However, if Separation Payments are deferred because of the CUCB level, the CUCB in effect as of the date the Separation Payment check is to be issued shall be used in this calculation.

### 9.3 Effect of Low CUCB on Separation Payments

A. Separation Payments shall not be payable with respect to applications received during any Pay Period for which the CUCB is below \$200.00; however, the applications received during such Pay Periods from Employees who would otherwise be eligible for Separation Payments shall thereafter become payable, in the order of dates of receipt by the Company, when the CUCB equals or exceeds such amount.

B. Notwithstanding the provisions of Subsection 9.3, A, above, if in the opinion of the Company and the Union, the assets in the Trust Fund are (or may become) insufficient to pay both Benefits and Separation Payments with respect to all applications then on file, the parties may mutually agree to take such action as they deem appropriate, including deferral of payment of Separation Payments otherwise payable, to facilitate the priority of payment of Benefits over Separation Payments.

Such deferred Separation Payments shall have priority over any other applications for Separation Payments, and the total amount of such deferred payments shall be subtracted

from the amount of assets in the Trust Fund, for the purpose of calculating any future Credit Unit Cancellation Base.

#### 9.4 Miscellaneous Provisions Regarding Separation Payments

##### A. Effect of Separation Payment on Seniority

An Employee who is issued and accepts a Separation Payment shall cease to be an Employee and shall have his seniority cancelled as of the date the draft in payment of a Separation Payment is issued.

##### B. Overpayments

If the Company or the Board determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee and he shall return the amount of the overpayment to the Trustee.

##### C. Repayment

If an Employee is again employed by the Company after he has received a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed and seniority previously cancelled shall not be reinstated.

##### D. Notice of Application Time Limits

The Company shall provide written notice of the time limits for filing a Separation Payment application to all who may be eligible for such Payment. The notice shall be mailed to the last address of record not later than 30 days prior to both the earliest and the latest dates as of which applications may be filed pursuant to the application time limit provisions.

##### E. Armed Services

An Employee who enters the Armed Services of the United States directly from the employ of the Company shall while in such service be deemed, for the purpose of the Plan, as

on leave of absence and shall not be entitled to any Separation Payment.

### SECTION 10 EFFECT OF LOW CREDIT UNIT CANCELLATION BASE (CUCB) ON BENEFITS

10.1 Effective February 1, 1987, Benefits shall only be payable as indicated below for any Work Week with respect to which the CUCB is:

A. below \$300.00 - no Automatic Short Work Week Benefits are payable.

B. below \$100.00 - no Regular Benefits are payable.\*

10.2 Regular Benefits will be paid at the rate of 50% of the amounts otherwise payable when the CUCB is between \$100.00 and \$149.99, and at the rate of 75% when the CUCB is between \$150.00 and \$199.99.\*

10.3 The above provisions will apply to Benefits otherwise payable for the first Work Week following the determination of the low CUCB. However, they will not apply to an alternate benefit which is payable because of a waiting week for State System Benefits.

\* Except as Regular Benefits may be continued for laid off Employees with five or more years of seniority payable from the Job Security/Guaranteed Income Program.

### SECTION 11 DEDUCTIONS FROM BENEFITS

#### 11.1 Withholding Taxes

The Trustee or the Company shall deduct from the amount of any Benefit (or Separation Payment) any amount required to be withheld by the Trustee, or the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, state, or municipal government.

In determining the amount of any applicable tax entailing personal exemptions, the Trustee or the Company, at its discretion, may rely on the official form filed by the Employee with the Company for purposes of income tax withholding on regular wages.

#### 11.2 Union Dues

During any period in which the Company and any local union or unit of the local union have an agreement for the deduction of union dues from the Regular Benefits, the Company shall deduct such dues from Regular Benefits and shall authorize the Trustee to pay such amounts directly to the local union on behalf of any Employee who has on file with the Company a written authorization providing for such deductions.

### SECTION 12 BENEFIT PAYMENTS - MISCELLANEOUS PROVISIONS

#### 12.1 Nonalienation of Benefits and Separation Payments

Except as provided in Section 11 hereof, no Benefit or Separation Payment shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that the Board shall find that such an attempt has been made with respect to any Benefit or Separation Payment due or to become due to any Employee, the Board in its sole discretion may terminate the interest of the Employee in such Benefit or Separation Payment and apply the amount of the Benefit or Separation Payment to or for the benefit of the Employee, his spouse, parents, children, or other relatives or dependents as the Board may determine, and any such application shall be a complete discharge of all liability with respect to the Benefit or Separation Payment.

#### 12.2 Benefit Payments to Other Than Eligible Employees

Benefits and Separation Payments shall be payable only to the eligible Employees, except that if the Board shall find that the Employee is deceased or is unable to manage his affairs for any reason, any Benefit or Separation Payment payable to him shall be paid to his duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relatives or dependents of the Employee as the Board in its discretion may determine. Any Benefit or Separation Payment so paid shall be complete discharge of any liability with respect to such Benefits or Separation Payment. In the case of death, no Benefit shall be payable with respect to any period following the last day of layoff immediately preceding the Employee's death.

#### 12.3 Benefit and Separation Payment Drafts Not Presented

If the Trustee has segregated any portion of the Fund in connection with any determination that a Benefit or Separation Payment is payable under the Plan and the amount of such Benefit or Separation Payment is not claimed within a period of two years from the date of such determination, such amount shall revert to the Fund.

#### 12.4 Benefit Overpayments

A. If the Company or the Board determines that any Benefit(s) paid under the Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving the Benefit(s) and he shall return the amount of overpayment to the Trustee or Company, whichever is applicable, provided, however, that no repayment shall be required if the cumulative overpayment is \$3 or less or if notice has not been given within 120 days from the date the overpayment was established or created, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.

B. If the Employee shall fail to return such amount promptly, the Trustee or Company shall arrange to reimburse the Fund for the amount of overpayment by making a deduction (not to exceed \$20 from any one Benefit except in cases of fraud or willful misrepresentation) from any future Benefits or Separation Payment otherwise payable to the Employee, or the Company may make a deduction from compensation payable by the Company to the Employee, (not to exceed \$30 from any one paycheck except in cases of fraud or willful misrepresentation) or both. The Company is authorized to make such deduction from the Employee's compensation and to pay the amount deducted to the Trustee.

### SECTION 13 FINANCIAL PROVISIONS

#### 13.1 Maximum Funding

The maximum funding of the Plan shall be determined each month by multiplying the average number of Employees during the twelve consecutive months ending with the last Pay Period of the preceding month by \$1000.

#### 13.2 Credit Unit Cancellation Base (CUCB)

A. The Company shall determine the Credit Unit Cancellation Base for each calendar month by dividing the current market value of the total assets in the Fund, as of the close of business on the last day of the immediately preceding month, as certified by the Trustee, by the average number of Employees covered by the Plan during the twelve consecutive months ending with the last Pay Period of the preceding calendar month.

For this purpose, "Employees" shall include Active Employees plus Employees who are laid off but who have Credit Units.

B. The CUCB for any particular month shall be applied to each of the Pay Periods beginning within such calendar month; provided, however, that whenever the CUCB for

any particular month is less than \$250, the CUCB shall be applied only to the first Pay Period beginning within such month. Thereafter there shall be determined a CUCB for each Pay Period until the CUCB for a particular Pay Period equals or exceeds \$250. When the CUCB for a particular Pay Period equals or exceeds \$250, the CUCB shall be applied to each Pay Period until a CUCB for the following calendar month shall be applicable. The CUCB for a particular Pay Period shall be determined by dividing the current market value of the total assets in the Fund as of the close of business on the Friday preceding such Pay Period, as certified by the Trustee, by the number of Employees used in determining the CUCB for the month in which such Pay Period commences.

#### 13.3 Company Contributions

The Company shall make monthly contributions to the Fund, within one week following the end of any monthly period for which the Fund is below maximum funding, as described in Subsection 13.1. The amount of such contributions shall be lesser of the following amounts:

A. The amount required to increase the value of the assets of the Fund to but not in excess of the amount necessary to increase the CUCB to the maximum funding; or

B. (1) An amount determined by multiplying (i) the total number of hours for which Employees shall have received pay from the Company (excluding probationary hours and any hours for which Benefits are payable hereunder) in all Pay Periods commencing with the last Pay Period paid in the preceding calendar month through the next to the last Pay Period paid in the current calendar month, by (ii) a cents-per-hour contribution, depending upon the CUCB of the Fund determined as follows:

**If the CUCB is:**

**Company Cents-Per-Hour Contributions Shall Be For Weeks Commencing December 5, 1983 and After**

\$900.00 - \$1,000.00	\$ .21
800.00 - 899.99	.22
700.00 - 799.99	.23
600.00 - 699.99	.24
500.00 - 599.99	.25
400.00 - 499.99	.26
300.00 - 399.99	.27
200.00 - 299.99	.28
150.00 - 199.99	.29
100.00 - 149.99	.30
Under 100.00	.31

(2) Contributions shall continue until the CUCB equals \$1000.

C. In addition to the Company Contributions required in Subsection B, above:

(1) The Company shall also make contributions for overtime hours worked, as follows:

Overtime Hours Paid At -	Additional SUB Contributions
Time and one-half	\$ .06
Double time	.12

but not in excess of the amount necessary to increase the CUCB to maximum funding.

(2) After each calendar year, if the CUCB otherwise applicable to the following January is less than 100% of maximum funding, the Company will make an additional contribution in an amount equal to:

- (a) the amount, if any, of the total Automatic Short Work Week Benefits paid during the preceding year (excluding such Benefits paid as the result of an "Act of God") less,
- (b) an amount determined by multiplying \$.05 per hour by the number of hours during such calendar year for which the Company made contributions in accordance with Subsection 13.3 B, (or would have made such contributions except for maximum funding).

Such additional contributions, if required, shall be made during each subsequent January, and shall be limited to the amount necessary to increase the CUCB to maximum funding for that month.

The term "Act of God" means an occurrence which results from natural causes exclusively and is in no sense attributable to human negligence, influence, intervention or control. The Company will notify the local union promptly when an Automatic Short Work Week occurs as the result of an "Act of God."

**13.4 Reductions in Regular Contributions**

A. If the Company at any time shall be required to withhold any amount from any contribution to the Fund by reason of any federal, state or municipal law or regulation, the Company shall have the right to deduct such amount from the contribution and pay only the balance to the Fund.

B. If contributions to the Fund are not required for any period, or if the contributions required are less than the amount to be deducted, then any subsequently required contributions shall be reduced by the amount not previously offset against contributions. Any such amount not previously offset against contributions shall be deducted from the market value of the assets in the Fund in determining the CUCB and whether the Fund equals or exceeds maximum funding.

### 13.5 Finality of Determinations

No adjustment in the maximum funding or the CUCB shall be made on account of any subsequently discovered error in the computations, or the figures used in making the computations, unless such adjustment is practical. Any adjustments made shall only be prospective in effect, unless such adjustment would be substantial in the opinion of the Company. Nothing in the foregoing shall be construed to excuse the Company from making up any shortage in its contributions to the Fund.

## SECTION 14 REPORTS

The Company shall provide, or request the Trustee to provide, the following reports as soon as is practical.

### 14.1 Monthly Reports

A. Trustee's statement, showing contributions paid by the Company, Benefits and expenses paid, and the market value of assets of the Fund as of the end of the preceding monthly period.

B. Report of maximum funding, and Credit Unit Cancellation Base calculation and Company contributions per hour for the current monthly period.

C. Report of Benefits paid, by type and by plant.

D. Report of personnel showing numbers of Employees covered by the Plan, by plant.

### 14.2 Annual Reports

A. A statement by April 30th of each year, certified by a qualified independent firm of certified public accountants selected by the Company, verifying the accuracy of the information furnished during the preceding year.

B. Annual statements to each person who received Benefits and/or a Separation Payment showing the total amount received.

### 14.3 Other Reports

A. The Company will honor reasonable requests by the Union for other statistical reports or information which may have been compiled.

B. The Company will provide an Employee who requests same, the number of Credit Units he has at the end of any calendar year.

## SECTION 15 ADMINISTRATION OF THE PLAN

### 15.1 Powers and Authority of the Company

A. The Company shall be the named fiduciary and Administrator of the Plan and may designate one or more individuals who shall have such powers and authority as are necessary and appropriate in order to carry out its duties under the Plan, including, without limitation, the following:

- (1) to obtain such information as the Company shall deem necessary in order to carry out such duties;
- (2) to investigate the correctness and validity of information furnished with respect to an applicant for a Benefit or Separation Payment;
- (3) to make initial determinations with respect to Benefits or Separation Payments;
- (4) to establish reasonable rules, regulations and procedures concerning:

- (a) the manner in which and the times and places at which applications shall be filed for Benefits or Separation Payments, and
- (b) the form, content and substantiation of applications for Benefits or Separation Payments.

In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Board:

- (5) to designate an office or department in the plant, where Employees laid off may appear for the purpose of complying with the Plan requirements;
- (6) to determine the CUCB;
- (7) to establish appropriate procedures for giving notices required to be given under the Plan;
- (8) to establish and maintain necessary records.

B. Nothing contained in this Plan shall be deemed to qualify, limit or alter in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time, levels of employment, hours of work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured, where and when work shall be done, marketing of its products, or any other matter related to the conduct of its business or the manner in which its business is to be managed or carried on, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union or the Board any voice in such matters.

#### 15.2 Board of Administration of the Plan

##### A. Composition and Procedure

(1) There shall be established a Board of Administration of the Plan consisting of six members, three of whom shall be appointed by the Company (hereinafter referred to as the Company members) and three of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, his alternate may attend, and when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members

appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointments shall be effective.

(2) In the event of a deadlock on voting by the Board, the members of the Board shall appoint an impartial chairman. He shall be the same person designated as arbitrator under the collective bargaining agreement. The impartial chairman shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine, which the other members of the Board shall have been unable to dispose of by majority vote.

(3) At least two Union members and two Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of three votes and the Union members shall have a total of three votes, the vote of any absent member being divided equally between the members present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) The Board shall not maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with one copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

##### B. Powers and Authority of the Board

(1) It shall be the function of the Board to exercise ultimate responsibility for determining whether an Employee is eligible for a Benefit or Separation Payment under the terms of the Plan, and, if so, the amount of the

Benefit or Separation Payment. The Board shall be presumed conclusively to have approved any initial determination by the Company unless the determination is appealed as set forth in Subsection 5.7, C.

(2) The Board shall be empowered and authorized and shall have jurisdiction:

- (a) to provide for a local supplemental unemployment committee at each Company plant composed of two Company and two Union members;
- (b) to hear and determine appeals by Employees;
- (c) to obtain such information as the Board shall deem necessary in order to determine such appeals;
- (d) to prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;
- (e) to direct the Company to notify the Trustee to pay Benefits or Separation Payments pursuant to determinations made by the Board;
- (f) to make recommendations to the Company with respect to rules, regulations and procedures established by the Company;
- (g) to perform such other duties as are expressly conferred upon it by the Plan;
- (h) to prepare and distribute information explaining the Plan; and
- (i) to rule on disputes as to whether any Short Work Week resulted from an "Act of God."

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify, or alter in any manner the eligibility requirements set forth in the Plan, the procedure for applying for Benefits or Separation Payments as provided for therein, or any other provision of the Plan, and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Plan:

- (a) whether the appeal to the Board was made within the time and in the manner specified in Subsection 5.7.C.
- (b) whether the Employee is eligible for the Benefit or Separation Payment claimed, and, if so,
- (c) the amount of any Benefit or Separation Payment payable; and
- (d) whether a protest of an Employee's State System Benefit by the Company is frivolous.

(4) The Board shall have no power to determine questions arising under the collective bargaining agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the collective bargaining agreement, and all determinations made pursuant to the agreement shall be accepted by the Board.

(5) Nothing in this Section shall be deemed to give the Board the power to prescribe in any manner internal procedures or operation of either the Company or the Union.

### 15.3 Cost of Administering the Plan

#### A. Expense of Trustee

The cost and expenses incurred by the Trustee under the Plan and the fees charged by the Trustee shall be charged to the Fund.

#### B. Expense of the Board

The compensation of the impartial chairman, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be borne by the Company.

The Company members and the Union members of the Board and of local committees shall serve without compensation from the Fund.

**C. Cost of Services**

The Company shall be reimbursed each year from the Fund for the cost to the Company of bank fees, auditing fees and for legal expenses incurred in defending the Plan and/or the Board of Administration.

**SECTION 16  
APPLICABLE LAW**

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the state of Ohio.

**SECTION 17  
LIABILITY**

17.1 The provisions of these Sections 1 through 17 constitute the entire Plan. The provisions of Section 13 with respect to contributions express each and every obligation of the Company with respect to the financing of the Plan and providing for Benefits and Separation Payments. The Company shall not be obliged to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of securities held in the Fund (other than as contributions by the Company may be required under the provisions of Section 13 when the market value of the assets of the Fund is less than the maximum funding); and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

17.2 Except as otherwise provided under applicable federal law, the Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any

information furnished to it by an authorized representative of any of the others.

17.3 Notwithstanding the above provisions, nothing in this section shall be deemed to relieve any person from liability for willful misconduct or fraud.

December 5, 1983

Mr. Robert St. Pierre  
Administrative Assistant  
UAW - SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: Pregnancy Provisions Supplemental  
Unemployment Benefit Plan

Dear Mr. St. Pierre:

Notwithstanding any provisions of the Supplemental Unemployment Benefit Plan to the contrary, an Employee on a qualifying layoff who is ineligible for a State System Benefit for any Week solely because of the pregnancy provisions of the law of the applicable State System will, if otherwise eligible, be entitled to a Regular Benefit for such Week, subject to the following conditions:

Prior to the payment of a Regular Benefit for such Week, such Employee must:

- a. Submit written evidence satisfactory to the Company of her ineligibility for a State System Benefit because of the pregnancy provisions of the law of the State System, and
- b. With respect to such Week, file a written application in person and establish to the satisfaction of the Company that she is able and available for and seeking full-time work to the same extent as though she was receiving a State System Benefit.

Any term defined in the Plan and used in this letter has the same meaning in this letter as in the Plan.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/mp-Supp. D

December 5, 1983

Mr. Robert St. Pierre  
Administrative Assistant  
UAW - SOLIDARITY HOUSE  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

RE: S.U.B.-ELIGIBILITY for Short Work Week  
Benefits Resulting from Severe Weather  
Conditions, Riots, or Fuel Shortages

Dear Mr. St. Pierre:

In the event it becomes necessary to shut down a plant due to severe weather conditions, actual or threatened riot, or shortages of fuel or electricity for heating or manufacturing purposes after the start of any shift, Employees who are working at the time of the shutdown announcement will be eligible, upon proper application, to receive Automatic Short Work Week Benefits for the balance of their shift, provided the total available hours during such Week is less than 40 hours.

Employees who are not at work at the time the plant shutdown is announced shall not be eligible for S.U.B. Benefits for the remaining hours of that shift.

Sincerely,  
Gene M. Peterson  
Manager, Benefits Service

/mp-Supp. D

November 16, 1998

Ms. Elizabeth Bunn  
UAW Vice President  
UAW-SOLIDARITY HOUSE  
8000 East Jefferson Ave.  
Detroit, MI 48214

RE: Job Security/Guaranteed Income Program

Dear Ms. Bunn:

In response to the Union's request for greater job and benefit security, the Company and the Union have negotiated the following Program to be effective with the 1998 Master Agreement. Certain provisions of the Program supplement or otherwise affect Supplement D, the SUB Plan as follows:

I. Job Security Plan - Operating Plants

A. If, for any period commencing on or after November 23, 1998, the contributions made to the SUB Fund are not sufficient to pay Regular Benefits otherwise payable under the SUB Plan to employees involuntarily laid off after November 23, 1998, with five or more years of seniority at time of layoff, the Company shall make additional contributions to the Fund of an amount sufficient to pay the difference between the Regular Benefit amount determined by the C.U.C.B. level and a full Regular Benefit. A maximum of \$3.5 million has been established for this purpose.

II. Job Security Plan - Plant Closings

Should it become necessary to discontinue an operation, the Company and the Union have negotiated to provide additional income security for employees affected by such a closing.

The terms of this program are detailed in Memorandum of Agreement No. 20 of the Master Agreement.

Eligibility for benefits provided in Memorandum of Agreement No. 20 cancel an employee's eligibility for benefits under Supplement D, Supplemental Unemployment Benefit Plan.

In the event funds for weekly benefits payable from the Job Security Plan become exhausted before the Employee has received the full number of benefits guaranteed, he shall be credited with Credit Units under the SUB Plan which would enable him to draw a number of benefits under the SUB Plan. These benefits would be paid for a number of weeks equal to the difference between the number of weekly benefits he was guaranteed and the number of benefits he received under the provisions of the Job Security Plan. In this event, the amount of benefit which then becomes payable from the SUB Plan and/or the Job Security Plan for Operating Plants shall not exceed the amount of the Regular Benefit.

The number of Credit Units shall be based on the C.U.C.B. of the SUB Plan in effect on the first day of the week following the exhaustion of funds in the Job Security Plan. The number of Credit Units shall not be greater than the Credit Units that were cancelled when the employee first became eligible for the Job Security Plan.

Sincerely,  
D.C. Warders  
Director, Industrial Relations

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**SUPPLEMENT H**

**DANA - UAW**

**RETIREMENT AND SAVINGS PLAN**

The Dana-UAW Retirement and Savings Plan between Dana Corporation and the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and the following Locals, is hereby established for eligible employees, effective July 1, 1996, and last amended November 23, 1998.

- |                |  |
|----------------|--|
| Local No. 155  | Formsprag Production and Maintenance Unit                |
| Local No. 279  | Richmond Machining Production and Maintenance Unit       |
| Local No. 644  | Pottstown Production and Maintenance Unit                |
| Local No. 644  | Pottstown Office and Technical Unit                      |
| Local No. 1363 | Richmond Sleeve Castings Production and Maintenance Unit |
| Local No. 1765 | Lima Production and Maintenance Unit                     |

**SECTION 1**  
**DEFINITIONS**

**1.1 Accounts**

The term "Accounts" means the Account(s) established for a Participant pursuant to Section 3 and shall include the Rollover Account, the Compensation Deferral Account, and the After-Tax Account, as applicable.

**1.2 Beneficiary**

The term "Beneficiary" means the person or persons entitled in accordance with the provisions of Section 6.4 to receive any payment due in respect of the Participant under the Plan after the Participant's death.

**1.3 Benefit Commencement Date**

The term "Benefit Commencement Date" means the first day of the first period for which a benefit amount is paid under the Plan.

**1.4 Code**

The term "Code" means the Internal Revenue Code of 1986, as amended from time to time, and lawful regulations and pronouncements promulgated thereunder.

**1.5 Company**

The term "Company" means the Dana Corporation, a company organized under the laws of the Commonwealth of Virginia, and any subsidiary or

affiliate that is required to be aggregated with Dana Corporation pursuant to Code Sections 414(b), 414(c), 414(m), or 414(o).

**1.6 Compensation**

The term "Compensation" shall include the total remuneration received from the Company for services rendered as an Employee, less Company contributions to the Dana Corporation Employees' Stock Purchase Plan. For purposes of determining contributions to the Plan, only compensation after becoming a Participant shall be counted.

The annual Compensation of each Participant taken into account under the Plan for any year shall not exceed the amount as determined and redetermined by the Secretary of the Treasury at the same time and in the same manner as under Section 415(d) of the Code. If a plan determines compensation on a period of time that contains fewer than 12 calendar months, then the annual Compensation limit is an amount equal to the annual Compensation limit for the calendar year in which the compensation period begins, multiplied by the ratio obtained by dividing the number of full months in the period by 12.

For plan years beginning on or after January 1, 1998, the Participant's compensation will include any elective deferrals [as defined in Section 402(g)(3) of the Code] and any other amounts contributed or deferred by the employer at the election of the Participant which are not includable in the gross income of the Participant by reason of Section 125 or 457 of the Code.

**1.7 Effective Date**

The term "Effective Date" means July 1, 1996.

**1.8 Employee**

The term "Employee" means any hourly employee of the Company who is covered by the collective bargaining agreement between the Company and the Union. Employees shall include both active and laid off Employees. The term "Employee" shall not include any "leased employee" who must be treated as an employee by virtue of Section 414(n) of the Internal Revenue Code. A "leased employee", for purposes of this Section, means any person who is not an employee of the Company but who, pursuant to an agreement between the Company and any other organization, has performed services for the Company on a substantially full time basis for a period of at least one year, and such services are performed under the direct supervision and control of the Company.

**1.9 Fund**

The term "Fund" means the trust fund or funds and/or insurance fund or funds or annuity contracts established and maintained under the Plan to which contributions are paid and from which all Plan benefits are disbursed.

**1.10 Highly Compensated Employee**

"Highly Compensated Employee" shall mean any Employee who (i) during the preceding Plan Year ("the look-back year") received Compensation from the Company in excess of \$80,000 (as adjusted for such Plan Year pursuant to Section 415(d) of the

Code) [and members of the "top-paid group"]; or (ii) was a 5% owner of the Corporation at any time during the look-back year or determination year. (For this purpose, the top-paid group shall consist of the top twenty percent (20%) of employees, ranked on the basis of Compensation paid during the Plan Year, excluding those employees described in Code Section 414(q)(8)). This determination will be made in accordance with Section 414(q) of the Code and all Treasury regulations adopted thereunder.

**1.11 Hire Date**

The term "Hire Date" means the date on which an Employee (a) first performs an Hour of Service for the Company; or (b) again performs an Hour of Service for the Company after separating from service with the Company.

**1.12 Hour of Service**

The term "Hour of Service" means each of the following, counted without duplication:

- A. each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Company, and
- B. each hour for which an Employee is paid, or entitled to payment, by the Company for a period of time during which the Employee performs no duties (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence, and

C. each hour for which back-pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company.

**1.13 Hours**

The sum of all hours for which an Employee receives pay from the Company (excluding probationary hours). Hours shall not include any period during which the Employee did not actually work for the Company but for which he received a benefit from this Plan, or from a sickness and accident, long-term disability, workers' compensation or unemployment compensation plan.

**1.14 Named Fiduciary**

The term "Named Fiduciary" means the Dana Company Investment Committee.

**1.15 Normal Retirement Age**

The term "Normal Retirement Age" means age 65.

**1.16 Participant**

The term "Participant" means an Employee who meets the eligibility requirements of Section 2 of the Plan.

**1.17 Plan**

The term "Plan" means the Dana-UAW Retirement and Savings Plan.

**1.18 Plan Administrator**

The term "Plan Administrator" means the Company.

**1.19 Plan Year**

The term "Plan Year" means the twelve consecutive months beginning January 1, and ending December 31.

**1.20 Surviving Spouse**

The spouse of the Participant or former Participant.

**1.21 Trustee**

The term "Trustee" means the financial institution responsible for holding and investing all contributions and assets of the Fund. Effective July 1, 1996, the Trustee appointed under the Plan shall be Vanguard Fiduciary Trust Company.

**1.22 Union**

The term "Union" means the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and the following locals: Fornsprag Production and Maintenance Unit, Local 155; Richmond Machining Production and Maintenance Unit, Local 279; Pottstown Production and Maintenance Unit, Local 644; Pottstown Office and Technical Unit, Local 644; Richmond Sleeve Castings Production and Maintenance Unit, Local 1363; Lima Production and Maintenance Unit, Local 1765.

1.23 Valuation Date

The term "Valuation Date" means each day on which the New York Stock Exchange is open for the transaction of business.

SECTION 2

PARTICIPATION

2.1 Commencement of Participation

Each Employee shall become a Participant as of the latest of the date he completes his 60-day (or 120 days in the case of a "vacation replacement employee") probationary period with the Company or the Effective Date, whichever is later.

Employees who transfer pursuant to Article 71 of the UAW Master Agreement, and are employed by the Union, will be eligible for immediate participation and will not be subject to a probationary period.

Each Employee for whom monies or other assets are transferred to this Plan from any other qualified plan of the Company shall become a Participant in this Plan as of the date of such transfer. Each Employee for whom monies or other assets are transferred to this Plan from any qualified plan maintained by a company not affiliated with Dana Corporation, shall not become a Participant in this Plan until after he has met the participation requirements contained in this Section.

2.2 Termination of Participation

Participation shall cease upon termination of covered employment. Upon termination of participation, all Employee contributions shall cease and, except as provided below, the benefits payable to such Participant shall be determined in accordance with Section 6.

In the event that a Participant is transferred to a position in which he becomes eligible for participation in a qualified defined contribution plan of the Company which allows for transfers of monies from other qualified plans, the entire value of his Accounts may, by appropriate action of the Company, be transferred to such other plan.

A Participant who is transferred to a position with the Company where he is not eligible for contributions under this Plan will be placed on inactive status under this Plan, and shall have his Accounts credited with all gains and losses attributed to other Accounts under the Plan.

If an individual becomes employed in a position which is not affiliated with the Company and is eligible to participate in a qualified retirement plan meeting the requirements of the Internal Revenue Code Section 401(a), his Account(s) may be transferred to such plan, provided such plan permits the acceptance of such Account(s) balances, upon his request.

## SECTION 3

### CONTRIBUTIONS

#### 3.1 Transfers and Rollover Contributions

- A. Plan-to-Plan Transfers. The Plan Administrator shall accept a transfer of funds (including Section 401(k) contributions or after-tax contributions) to the Plan from another tax-qualified plan on behalf of an Employee; provided that such transfer satisfies each of the following conditions: (a) the transfer is made in accordance with specific provisions of the plan from which the funds are to be transferred; (b) the Plan Administrator determines that acceptance of the transferred funds will not impair the tax-qualified status of the Plan; and (c) the Plan Administrator determines that acceptance of the transferred funds will not require the Plan to offer any additional optional form of benefit with respect to such funds. The Plan Administrator shall make the determination described in clause (c) of the preceding sentence if the transferor plan does not offer any optional form of benefit other than those forms that are generally available under the Plan, or if the additional optional forms of benefit offered by the transferor plan may be eliminated pursuant to regulations under Section 411(d)(6) of the Code.

To the extent necessary to comply with the provisions of the Plan or with applicable law, funds so transferred shall be identified and accounted for consistently with their character

as Section 401(k) contributions, after-tax contributions, or earnings on any of these contributions.

- B. Rollover Contributions. The Plan Administrator shall also accept contributions from Employees that qualify, in the judgment of the Plan Administrator, as "eligible rollover distributions" from a qualified trust under Section 402(c)(4) of the Code (certain distributions to a Participant from a qualified pension plan) or as "rollover contributions" under Section 408(d)(3)(ii) of the Code (conduit IRA rollovers). Such rollover contributions shall be credited to the Employee Rollover Account.

#### Employee Contributions - Compensation Deferral Account

Subject to the limitations imposed by this Section 3.2 and by Sections 3.5 and 3.6, each Participant may authorize the Company to defer up to 15% of the Participant's Compensation each pay period by filing a written compensation deferral agreement with the Company. The deferral shall be in whole percentages or in specified dollar amounts of no less than five dollars (\$5.00) per pay period. A Participant may change his rate of deferral once per calendar quarter, by filing a new compensation deferral agreement with the Company. A Participant may cease compensation deferrals entirely at any time by filing a written notice to that effect with the Company. Such notice shall be effective as of the first pay period following receipt

of such notice by the Company. A Participant who ceases compensation deferrals may not again elect to make compensation deferral contributions for a six month period.

Subject to the limitations imposed by this Section 3.2 and by Sections 3.5 and 3.6, the Company shall contribute to the Plan on behalf of the Participant the full amount of the compensation deferral authorized by the Participant, to a maximum as is determined under Section 402(g) of the Code. Said amounts shall be placed in a Compensation Deferral Account established in the name of the Participant. The contributions to such Account, and the earnings thereon, shall at all times be fully vested.

It is intended that any amounts contributed to this Plan as compensation deferral contributions shall not be considered income to the Participant for purposes of Section 61 of the Internal Revenue Code. Such contributions shall be deemed made by the Company, subject to the limits on annual additions contained in this Section 3. Notwithstanding any other provision in this Plan to the contrary, no compensation deferral contributions made with respect to a Plan Year on behalf of eligible Highly Compensated Employees may result in an average deferral percentage for such Highly Compensated Employees which exceeds the greater of:

- A. 125 percent of the average deferral percentage with respect to the Plan Year for all other eligible Employees; or
- B. the lesser of (1) 200 percent of, or (2) two percentage points more than, the average

deferral percentage with respect to the Plan Year for all other eligible Employees.

For purposes of this Section 3.2 and Section 3.6, the "average deferral percentage" for a group of Employees is the average of the ratios (calculated separately for each Employee in such group) of the compensation deferral contributions (including any "qualified nonelective contributions" made pursuant to this Section 3.2 that the Plan Administrator has elected to treat as compensation deferral contributions) made on behalf of each Employee with respect to a Plan Year to the Employee's Compensation for the Plan Year, and the individual ratio so calculated for each Employee is the Employee's "deferral percentage."

For purposes of this Section 3.2 and Section 3.6, the Employee's Compensation shall include only his Compensation for that portion of the Plan Year during which the Employee was a Participant in the Plan.

If at any time during a Plan Year the Plan Administrator determines that the limit imposed by this Section 3.2 is likely to be exceeded, the compensation deferral contributions of the Highly Compensated Employees shall be suspended or reduced to the extent determined by the Plan Administrator to be necessary to cause the limit imposed by this Section 3.2 not to be exceeded for the Plan Year. Any refunds of excess deferral contributions (plus any income and minus any loss) shall be made in accordance with Treasury Regulations issued under Section 401(k) of the Code on or before the end of the Plan Year following the Plan Year for which they were contributed to the Plan. The amount of any refunds

of excess deferrals required by this paragraph shall be effected with respect to Highly Compensated Employees pursuant to the following procedure:

A. The maximum amount of Compensation Deferral Contributions permitted as a result of the limits contained in this Section shall be applied to the Highly Compensated Employees by reducing the actual Compensation Deferral Contributions of each Highly Compensated Employee in order of their dollar amounts of excess contributions, beginning with the highest of such dollar amounts; and

B. Compensation Deferral Contributions made for the Plan Year on behalf of Highly Compensated Employees that exceed the new maximum dollar amount determined pursuant to clause A, above, shall be reduced with respect to each such Highly Compensated Employee until the Compensation Deferral Contributions made on behalf of such Highly Compensated Employee equal the new, lower maximum dollar amount.

If after the end of a Plan Year the Plan Administrator determines that the limit imposed by this Section 3.2 has been exceeded for the Plan Year, the Company may elect to make contributions to the Plan on behalf of all other eligible Employees that are "qualified nonelective contributions" as defined in Treas. Reg. 1.401(k)-1(g)(7)(ii) to be treated as compensation deferral contributions in accordance with Treas. Reg. 1.401(k)-1(b)(3) to the

extent determined by the Plan Administrator to be necessary to cause the limit imposed by this Section 3.2 not to be exceeded for the Plan Year.

All plans for which a Highly Compensated Employee is eligible will be aggregated for purposes of the limitations described in this Section 3.2

### 3.3 Employee Contributions - After-tax Account

Subject to the limitations imposed by this Section 3.3 and by Sections 3.5 and 3.6, each Participant may authorize the Company to deduct up to 10% of his Compensation on an after-tax basis and to contribute those amounts to the Participant's After-tax Account under this Plan. Contributions shall be in whole percentages or in specified dollar amounts of no less than five dollars (\$5.00) per pay period. A Participant may change his rate of contributions once per calendar quarter, by filing a new enrollment and change form with the Company. A Participant may cease after-tax contributions entirely at any time by filing a written notice to that effect with the Company. Such notice shall be effective as of the first pay period following receipt of such notice by the Company. A Participant who ceases after-tax contributions may not again elect to make those contributions for a six month period.

Notwithstanding any other provision in this Plan to the contrary, no Participant contribution to an After-tax Account made with respect to a Plan Year on behalf of Highly Compensated Employees may result in an average contribution percentage for such Highly Compensated Employees which exceeds the greater of:

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- A. an amount which is equal to 125 percent of the average contribution percentage of all other eligible Employees; or
- B. the lesser of (1) 200 percent of, or (2) two percentage points more than, the average contribution percentage with respect to the Plan Year for all other eligible Employees.

For purposes of this Section 3.3 and Section 3.6, the "average contribution percentage" for a group of Employees means the average of the ratios (calculated separately for each Employee in such group) of the sum of any "qualified nonelective contributions" made to the Plan pursuant to this Section 3.3 that the Plan Administrator has elected to treat as Company matching contributions and after-tax contributions made on behalf of each Employee with respect to a Plan Year to the Employee's Compensation for the Plan Year, and the individual ratio so calculated for an Employee is the Employee's "contribution percentage."

For purposes of this Section 3.3 and Section 3.6, the Employee's Compensation for the Plan Year shall include only his Compensation for that portion of the Plan Year during which the Employee was a Participant in the Plan.

If at any time during a Plan Year the Plan Administrator determines that the limit imposed by this Section 3.3 is otherwise likely to be exceeded, the after-tax contributions of such Highly Compensated Employees shall be suspended or reduced, to the extent determined by the Plan Administrator to be necessary to cause the limit imposed by this Section 3.3 not to be exceeded for that Plan Year.

If after the end of a Plan Year the Plan Administrator determines that the limit imposed by this Section 3.3 has been exceeded for the Plan Year, the Plan Administrator may elect to treat compensation deferral contributions made for the Plan Year as Company matching contributions in accordance with Prop. Treas. Reg. 1.401(m)-1(b), or the Company may elect to make contributions to the Plan on behalf of all other eligible Employees that are "qualified nonelective contributions" as defined in Treas. Reg. 1.401(k)-1(g)(7)(ii) to be treated as Company matching contributions in accordance with Prop. Treas. Reg. 1.401(m)-1(b), or both, to the extent determined by the Plan Administrator to be necessary to cause the limit imposed by this Section 3.3 not to be exceeded for the Plan Year.

All plans for which a Highly Compensated Employee is eligible will be aggregated for purposes of the limitations described in this Section 3.3.

#### 3.4 Deposits in Fund

All contributions shall be deposited with the Trustee within 15 business days after the end of each month.

#### 3.5 Limit on Annual Additions

Any other provision of this Plan to the contrary notwithstanding, contributions to the Plan shall not exceed the limits imposed by Section 415 of the Code.

Rollover contributions shall not be considered annual additions.

If a Participant's annual additions under two or more defined contribution plans would exceed the limit on annual additions, the plan in which the Participant is participating on December 31 shall be given precedence and the other plan or plans will be restricted pro rata.

If, as the result of a reasonable error in estimating a Participant's Compensation, the allocation of forfeitures, or under other limited facts and circumstances as may be provided under the Regulations to Section 415 of the Code, the annual addition exceeds the maximum annual addition under this and any other defined contribution plan maintained by the Company, all or such applicable portion of the Participant's voluntary contributions for such year shall be returned to the Participant to reduce the annual addition to the maximum annual addition. If after such reduction, the maximum annual addition limitation is still exceeded, an amount attributable to the Company's contribution for the current Plan Year necessary to reduce the annual addition to the maximum annual addition shall be held in a separate account, shall be utilized to reduce the contribution of the Company for the next succeeding Plan Year and shall be accounted for accordingly by the Trustee; any such sums shall not share in the gains or losses of the trust funds.

Where an Employee is a Participant under the Plan and a defined benefit plan maintained by the Company, the sum of the defined contribution fraction and the defined benefit fraction for any limitation year beginning before January 1, 2000, may not exceed 1.0 as computed under the terms

and conditions as set forth under Section 415(e) of the Code. If this limit would be exceeded, the benefit under the defined benefit plan will be restricted so that this limit is met.

### 3.6 Multiple Use of Alternative Limitation

- A. **Aggregate Limit.** Notwithstanding anything to the contrary in this Section 3, if with respect to a Plan Year (1) the average deferral percentage for eligible Highly Compensated Employees exceeds 125% of the average deferral percentage for all other eligible Employees, and (2) the average contribution percentage for eligible Highly Compensated Employees exceeds 125% of the average contribution percentage for all other eligible Employees, then the sum of the average deferral percentage for the eligible Highly Compensated Employees and the average contribution percentage for the eligible Highly Compensated Employees may not exceed the greater of:

(1) The sum of--

- (a) 125% of the greater of the average deferral percentage for all other eligible Employees, and the average contribution percentage for all other eligible Employees, and
- (b) Two plus the lesser of the average deferral percentage for all other eligible Employees and the average contribution percentage for all other eligible Employees, provided, however, that in no event shall the amount in this paragraph (b) exceed 200% of the lesser of the average deferral percentage for all other

eligible Employees and the average contribution percentage for all other eligible Employees; or

(2) The sum of--

(a) 125% of the lesser of the average deferral percentage for all other eligible Employees and the average contribution percentage for all other eligible Employees, and

(b) Two plus the greater of the average deferral percentage for all other eligible Employees and the average contribution percentage for all other eligible Employees, provided, however, that in no event shall this amount exceed 200% of the greater of the average deferral percentage for all other eligible Employees and the average contribution percentage for all other eligible Employees.

B. Correction of Multiple Use. If the aggregate limit imposed by subsection A., above, is exceeded, the after-tax contributions of the Highly Compensated Employees shall be reduced to the extent required to enable the Plan to meet the limit imposed by subsection A., above. The reductions required by this subsection B. shall be distributed in accordance with Section 3.7C.

C. The intent of this Section 3.6 is to prevent a multiple use by the Plan of the alternative limit set forth in Section 401(k)(3)(A)(ii)(I) and Section 401(m)(2)(A)(ii) of the Code, and shall be interpreted in a manner that is consistent with that purpose.

### 3.7 Corrective Actions

A. Return of Excess Deferrals. If a Participant's compensation deferral contributions under the Plan (plus the Participant's elective deferrals under any other plan for the Plan Year) exceed the limit imposed by Section 402(g) of the Code (as incorporated in Section 3.2), the Participant may, not later than the first January 31 that follows the end of the Plan Year, allocate to the Plan all or any part of the amount by which such limit is exceeded (the "excess deferrals"), and may notify the Plan Administrator in writing of the allocation; provided that the amount so allocated to the Plan shall not exceed the amount of the Participant's compensation deferral contributions for the Plan Year that have not been withdrawn or distributed. Upon receiving the written notice, as soon as practicable, but in no event later than the first April 15 following the end of the Plan Year, the Plan Administrator shall distribute to the Participant the excess deferrals allocated to the Plan, plus or minus any earnings or losses attributed to such amount. The distribution described in this subsection A. shall be made notwithstanding any other provision of the Plan. Such written notice shall be deemed to have been provided with respect to any compensation deferral contributions that otherwise would violate Section 3.2.

B. Recharacterization of Excess Contributions. After the distribution of any excess deferrals pursuant to subsection A., above, with respect to a Plan Year, and notwithstanding any other provision of the Plan, if the limit imposed by

Section 3.2 has been exceeded with respect to the Plan Year, the Plan Administrator may, in his discretion, recharacterize all or part of the amount of compensation deferral contributions made on behalf of Highly Compensated Employees with respect to the Plan Year that are in excess of the limit imposed by Section 3.2 (the "excess contributions") as after-tax contributions of such Highly Compensated Employees made to the Plan with respect to the Plan Year.

- C. Return of Excess Contributions. After the distribution of any excess deferrals pursuant to subsection A., above, and after any recharacterization of excess contributions pursuant to subsection B., above, and notwithstanding any other provision of the Plan, if the limit imposed by Section 3.2 is exceeded with respect to a Plan Year, the amount of excess contributions made with respect to the Plan Year (not including any compensation deferral contributions made with respect to the Plan Year that are recharacterized pursuant to paragraph B., above), plus any income allocable to such excess contributions, shall be distributed to the Highly Compensated Employee(s) on whose behalf such excess contributions were made, in amounts proportionate to each such Highly Compensated Employee's respective interest in such excess contributions. The distribution shall be made, if practicable, before the first March 15 that follows the end of the Plan Year, and in no event later than the end of the first Plan Year that follows the end of the Plan Year with respect to which the excess contributions were made.

- D. Return of Excess Aggregate Contributions. After the distribution of any excess deferrals pursuant to subsection A., above, and after the recharacterization and/or distribution of any excess contributions pursuant to subsections B. and C., above, and notwithstanding any other provision of the Plan, if the limit imposed by Section 3.3 is exceeded with respect to a Plan Year, the amount of after-tax contributions made on behalf of Highly Compensated Employees with respect to the Plan Year that are in excess of the limit imposed by Section 3.3 (the "excess aggregate contributions") shall be distributed to the Highly Compensated Employee(s) on whose behalf such excess aggregate contributions were made, in amounts proportionate to each such Highly Compensated Employee's respective interest in such excess aggregate contributions. The distribution shall be made, if practicable, before the first March 15 that follows the end of the Plan Year, and in no event later than the end of the first Plan Year that follows the end of the Plan Year with respect to which the excess aggregate contributions were made.

- E. Distribution of Compensation Deferral Contributions. If the limit set forth in Section 3.5 of the Plan would otherwise be exceeded, the Plan Administrator, in his discretion, may distribute compensation deferral contributions, plus earnings attributable to such contributions, in accordance with the Treasury Regulations under Section 415 of the Code in order to reduce the excess in a Participant's Account. The foregoing provision shall not prevent the Plan Administrator from applying any other method or methods of correction

permissible under the Treasury Regulations under Section 415 of the Code in lieu of, or in addition to, such distribution of compensation deferral contributions.

### 3.8 USERRA Requirements for Reemployed Veterans

This Plan shall comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and Section 414(u) of the Code, including the following:

- (a) An Employee reemployed under USERRA after a period of Qualified Military Service shall be treated as not having incurred a Break in Service with the Company by reason of such Employee's Qualified Military Service.
- (b) Each period of Qualified Military Service served by an Employee shall, upon reemployment, be deemed to constitute service with the Company for purposes of vesting under the Plan.
- (c) A Participant reemployed under USERRA is entitled to make additional Compensation Deferral Contributions to the Plan for his or her period of Qualified Military Service; provided, however, that no such payment may exceed the maximum amount the Participant would have been permitted to contribute to the Plan as Compensation Deferral Contributions during the period had the Participant remained continuously employed by the Company throughout his or her period of Qualified Military Service. Any payments the Participant makes to the Plan under this Paragraph (c) shall be made by payroll deductions during the period beginning with the date of the Participant's reemployment and

whose duration is 3 times the period of the Qualified Military Service (but not greater than 5 years), but shall for purposes of Sections 3.3 and 3.5 be deemed to have been made to the Plan during the Plan Year or Plan years included in the period of the Participant's Qualified Military Service.

- (d) If a Participant has an outstanding loan from the Plan at the time he or she begins a period of Qualified Military Service, his or her loan repayments shall be suspended during such period of Qualified Military Service as permitted by Section 414(u)(4) of the Code.

For this purpose, "Qualified Military Service" means any service in the United States uniformed services (as defined in Chapter 43 of Title 38, United States Code) by any Employee if such Employee is entitled to reemployment rights under such chapter of the United States Code with respect to such service.

## SECTION 4

### FUND

#### 4.1 Establishment of Fund

The Company shall establish a Fund for the purpose of holding and investing all contributions under the Plan. The Company shall have the power to select and remove the Trustee of the Fund and to appoint a successor. The Trustee shall administer the assets of the Fund in accordance with the terms of the Trust Agreement between the Trustee and the Company.

#### 4.2 Contributions Irrevocable

Except as provided in Section 8, all contributions by the Company to the Fund shall be irrevocable and all interest of the Company in such contributions shall cease when contributed to the Fund. It shall be impossible, as a result of any amendment or termination of the Plan or Fund, or otherwise, for any part of the Fund to revert to the Company or to be used for or diverted to purposes other than for the exclusive benefit of Participants, former Participants, and their beneficiaries, and to pay the expenses of administration of the Plan and Fund to the extent that such expenses are not otherwise paid.

#### 4.3 Benefits Payable Only From Fund

All benefits provided by this Plan shall be paid solely from amounts available in the Fund, and neither the Company nor any employee or representative of the Company, nor the Plan Administrator, shall be liable, in any manner, for such benefits.

#### 4.4 Investment Funds

The Company shall direct the Trustee to maintain the assets of the Fund in at least five investment funds, so as to provide alternative investment vehicles for the assets of the Fund. Such investment funds shall include, but are not limited to, the following collective trust funds of the Trustee:

1. Vanguard Windsor Fund
2. Vanguard Wellington Fund
3. Vanguard Primecap Fund

4. Vanguard Fixed Income Securities Fund - Long-Term U.S. Treasury Bond Portfolio
5. Vanguard Retirement Savings Trust

Additional investment funds may be established (or existing funds eliminated) by the Company, provided the Union is in agreement.

#### 4.5 Allocation of Contributions

A. All Participant contributions and Company contributions shall be allocated by the Participant among the investment funds at the time and in the manner prescribed by the Plan Administrator. A Participant may elect to have his Participant contributions and Company contributions allocated in 5% increments to any one or more of the investment funds.

B. A Participant may change an allocation previously given pursuant to subsection A. above, and may change any future allocations once each calendar quarter by giving such notice as the Plan Administrator shall require, directing that the Participant's past and/or future contributions and the Company's past and/or future contributions shall be allocated in 5% increments to any one or more of the investment funds.

A change in allocation shall be effective as of the next business day following the date the notice is received by the Trustee.

C. If a Participant fails to make any allocation required by this Section 4.5 with respect to any or all of his Participant or Company contributions, such unallocated funds shall be

allocated by the Plan Administrator to the Vanguard Retirement Savings Trust Fund.

#### 4.6 Transfers Between Investment Funds

A Participant may transfer his Participant and/or Company contributions between or among investment funds no more frequently than once each calendar quarter by giving such notice to the Trustee as the Plan Administrator shall require, directing that all or a portion of the value of his Accounts attributable to a particular investment fund shall be transferred to any of the other available investment funds.

A transfer shall be effective as of the first business day following the date the notice is received by the Trustee.

#### 4.7 Accounts

A. The Trustee shall maintain separate Accounts for each Participant with respect to the investment of the Participant's compensation deferral contributions, and after-tax contributions, and rollover contributions, and the value of each of the Participant's Accounts shall reflect the gains, losses, income, and expenses (to the extent not paid by the Company) of the investment funds to which the Accounts are allocated and the amount of all penalties, withdrawals, and distributions with respect to the Participant.

B. At least two times each year, the Trustee shall furnish each Participant with a statement setting forth the value of the Participant's Accounts.

#### 4.8 Valuation

As of each Valuation Date, the Trustee shall determine the fair market value of the assets or investment funds. The value of a Participant's interest in assets invested in any investment fund shall be based on the number of shares of the investment fund allocated to the Participant's Accounts and the value of such shares on a Valuation Date, as reported by the investment fund.

### SECTION 5

#### ELIGIBILITY FOR BENEFITS

##### 5.1 Normal Retirement or Total Disability

The normal retirement date of a Participant shall be the first day of the month following his attainment of Normal Retirement Age. A Participant will be deemed to have retired under this Plan on the date on which he retires from the Company under the terms of the Dana - UAW Pension Agreement. Upon retirement, the full value of a Participant's Accounts shall be distributed in the manner provided in Section 6.3.

Should a Participant become totally and permanently disabled, the amount in the Participant's Accounts shall be vested 100% and shall be paid as provided in Section 6.1. For purposes of this Section, a Participant is totally and permanently disabled if he is unable to engage in any substantial activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long, continued and indefinite duration. The determination of whether or not a Participant is

totally and permanently disabled shall be based on medical evidence satisfactory to the Company and the Union. It shall be the responsibility of the Participant to initially present such medical evidence to the Plan Administrator.

In any case where the medical evidence presented by the Participant is unsatisfactory to either party, the Participant will be required to be examined by a physician or physicians appointed by the Company and the report of such examination will be shared with the Union.

In the event a dispute exists between the Participant's physician and the Company-appointed physician(s), or in the event the Company or Union finds this medical report unsatisfactory, an impartial physician or physicians shall be selected by the Company and the Union. The impartial physician(s) will make a further examination as deemed necessary to determine the Participant's total and permanent disability and the opinion of such physician(s) shall decide the question and be binding upon all parties.

#### 5.2 Death

In the event of the death of a Participant, the full value of his Accounts plus the amount of any outstanding contributions payable to those Accounts shall be paid to the Beneficiary determined in accordance with Section 6.4, and shall be distributed in the manner provided in Section 6.2.

#### 5.3 Termination of Employment

Should a Participant terminate employment with the Company prior to his normal retirement date, his Accounts shall be 100% vested and shall be distributed in the manner provided in Section 6.1.

#### 5.4 Hardship Distributions of Compensation Deferral Amounts

A. A Participant may apply in writing to the Plan Administrator for a hardship withdrawal from the Participant's Compensation Deferral Account of an amount not to exceed the Participant's compensation deferral contributions, but excluding any earnings credited on such contributions. A Participant shall be eligible for a hardship withdrawal only if he certifies to the Plan Administrator that the amount that he requests to be withdrawn is not reasonably available through reimbursement by insurance or otherwise, by reasonable liquidation of his assets, by cessation of his compensation deferral contributions, by other distribution or loans from any qualified or non-qualified plans sponsored by the Company, or by borrowing from commercial sources on reasonable terms.

A Participant shall further be required to certify that he has withdrawn all other contributions available to him for withdrawal under the Plan and has sold all shares of Company stock previously distributed to him under the Dana Company Employees' Stock Purchase Plan. A request for a hardship withdrawal may be granted not more than once in a Plan Year.

B. The Plan Administrator (or his designee), in his sole discretion, may grant a hardship

withdrawal to the Participant only if he determines that the requirements for a hardship distribution under Internal Revenue Code Section 401(k) have been met, based on all of the relevant facts and circumstances, and determines that:

- (1) the Participant has suffered a hardship that creates an immediate and heavy financial need;
- (2) the hardship withdrawal is necessary to satisfy the immediate and heavy financial need; and
- (3) the amount of hardship withdrawal will not exceed the amount necessary to meet the immediate and heavy financial need.

The amount of the hardship withdrawal that is necessary to satisfy the immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the hardship distribution.

C. The Plan Administrator may grant a request for a hardship withdrawal if a Participant proves to the satisfaction of the Plan Administrator that the withdrawal is for the purpose of paying:

- (1) medical expenses arising from the sickness or disability of the Participant, his spouse, or his dependents; or

- (2) expenses (down payment and closing costs only) for the purchase of a principal residence of the Participant; or

- (3) tuition expenses for the next twelve months of post-secondary education for the Participant, his spouse, or his dependents; or

- (4) expenses to prevent eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence; or

- (5) any other immediate and heavy financial need determined by the Plan Administrator to impose an extreme financial hardship upon the Participant.

D. At the time a Participant receives a hardship distribution, he shall submit a signed statement to the Plan Administrator stating that he will use the full amount of the distribution for the purpose(s) approved by the Plan Administrator.

E. Any hardship withdrawal authorized by the Plan Administrator shall be made as of the Valuation Date coinciding with or next following the Plan Administrator's decision to grant the hardship withdrawal. Unless otherwise specified by the Participant, a hardship withdrawal shall be made pro rata from each of the Investment Funds to which the Participant's Compensation Deferral Contribution Account is allocated, and the Participant's Compensation Deferral

Contribution Account shall be adjusted to reflect the hardship withdrawal.

- F. A Participant who receives a hardship withdrawal shall not be eligible to make after-tax contributions or to have compensation deferral contributions made on his behalf until a period of one year has elapsed from the date of the approval of his hardship withdrawal.

## 5.5 Participant Loans

### A. In General.

- (1) Subject to this Section 5.5 and to the approval of the Plan Administrator, a Participant who is an active employee of the Company may borrow an amount from his Accounts by making application in writing on the form(s) designated by the Plan Administrator. Loaned amounts shall be distributed from a Participant's Accounts on a pro rata basis. Upon approval of a Participant's loan under this Section 5.5, the value of the Participant's Accounts then invested in the investment funds other than the loan fund shall be liquidated on a pro rata basis to the extent required to provide sufficient cash to make the loan. The cash shall be transferred to the loan fund, credited to a separate loan account maintained on behalf of the Participant, and used to make the loan to the Participant. The investment earnings, expenses, and losses attributable to a loan to a Participant

under this Section 5.5 shall be credited or debited solely to the Participant's loan account.

- (2) A. Participant's repayment of the principal of a loan made under this Section 5.5 shall reduce the balance of the Participant's loan account and shall be allocated (with the interest paid by the Participant) among the Participant's Accounts, in the same proportions as the Accounts were the source of the borrowed funds, and shall be invested as soon as practicable in the then available investment funds in the same proportions as the current contributions on behalf of such Participant are invested; provided that if no such contributions are then being made on behalf of a Participant such repayments shall be invested in accordance with the Participant's most recent allocation election pursuant to Section 4.

### B. Terms and Conditions of Loans

- (1) In no event shall any loan made to any Participant under this Section 5.5 be for an amount less than \$1,000; nor shall any loan made to any Participant under this Section 5.5 exceed the lesser of (a) or (b), as follows:

- (a) 50% of the value of the Participant's vested Account balances, determined as of the Valuation Date coincident with or

next preceding the date of the loan;  
or

(b) \$50,000 minus the excess (if any) of (i) the highest outstanding balance of loans to the Participant during the 1-year period ending on the day before the date of the loan over (ii) the outstanding balance of loans to the Participant as of the date of the loan.

(2) The loan shall be evidenced by a promissory note for the amount of the loan plus interest, executed by the Participant and on which the Participant shall be personally liable. The loan shall be secured by the Participant's entire interest in all his Accounts. The promissory note and the instrument granting a security interest shall be executed by the Participant during a period that is no more than 90 days immediately preceding the disbursement of the loan.

(3) A loan shall not be made unless the Participant submits to the Plan Administrator either (1) a certification by the Participant that he is not married; or (2) the irrevocable written consent of the Participant's spouse to the loan and to the right of the Plan to offset the Participant's outstanding indebtedness (including unpaid interest) against the value of the Participant's Accounts in the event of default on the loan. Any certification of spousal consent under this subsection (3) must be submitted during a period that is

no more than 90 days before the disbursement of the loan and must be witnessed by a Plan representative or notary public.

(4) The term of the loan shall be not longer than 60 months and shall not be renewed so as to extend the term of the loan beyond 60 months, except that any loan made under this Section 5.5 the proceeds of which are used to acquire a home to be used within a reasonable time (determined by the Plan Administrator at the time the loan is made) as the principal residence of the Participant may be made for a term of not longer than 120 months.

(5) Interest shall be charged on the loan at a rate (determined quarterly) equal to 1% above the "Prime Rate" quoted by the Wall Street Journal under the Money Rates section.

(6) The loan shall be repaid by payroll deduction authorized by the Participant or in any other manner approved by the Plan Administrator. If a Participant is not on the payroll of the Company when a loan payment becomes due, the Participant must remit the loan payment by delivering a check in the proper amount to the Plan Administrator not later than the due date of the loan payment, unless the Plan Administrator approves an alternative method of payment. Any method of repayment authorized under the Plan shall require level installment payments; and the loan shall become

immediately due and payable, in the sole discretion of the Plan Administrator, in the event of a default on any of the terms of the promissory note.

(7) If the balance of a loan to a Participant (together with any unpaid interest) has not been paid in full to the Trustee at the time of the Participant's retirement, disability, termination of employment with the Company, or death, or upon the termination of the Plan, the total unpaid balance of the loan (including unpaid interest in arrears) shall become immediately due and payable. The Plan Administrator shall then direct the Trustee to satisfy the outstanding indebtedness of the Participant from any amount payable to the Participant or the Participant's Beneficiary before making any distribution from the Plan in accordance with Section 6.

(8) If a Participant defaults on a loan, the Plan Administrator shall determine which portions of the Participant's Accounts are eligible to be withdrawn or otherwise distributed at the time of default. The Plan Administrator shall direct the Trustee to foreclose pro rata upon the distributable portion of each of the Participant's Accounts to the extent necessary to discharge the Participant's outstanding indebtedness.

(9) If a Participant defaults on a loan, and the foreclosure pursuant to subsection (8) above, is not sufficient to discharge

the Participant's outstanding indebtedness (including any unpaid interest), then as soon as practicable after either (1) the Participant's attainment of age 59½, or (2) the Plan Administrator determines that the Participant would be eligible for a hardship withdrawal from his Compensation Deferral Account pursuant to Section 5.4 (but not before the Participant's default), the Plan Administrator shall direct the Trustee to foreclose upon the Participant's Compensation Deferral Account to the extent necessary to discharge the Participant's outstanding indebtedness (including any unpaid interest). A Participant who defaults on a loan under the Plan will not be permitted to apply for another loan under the Plan.

(10) A Participant can have no more than one outstanding loan at a time.

(11) Each Participant will be required to pay the Trustee, out of the proceeds of the loan, a loan origination fee and an annual loan maintenance fee, not to exceed thirty-five dollars (\$35) and twenty dollars (\$20) respectively.

## SECTION 6

### MANNER OF PAYMENT OF ACCOUNT BALANCES FOLLOWING RETIREMENT, TERMINATION OF EMPLOYMENT, DISABILITY OR DEATH

#### 6.1 Distribution at Termination of Employment or Disability

If a Participant becomes totally and permanently disabled, or terminates his employment with the Company, any amounts in his Accounts will be distributed to him in one lump sum, unless the Participant elects to receive a later distribution pursuant to Section 6.7.

#### 6.2 Distribution at Death

When a Participant dies, any amount in his Accounts will be paid to his Beneficiary in one lump sum.

#### 6.3 Distribution At Retirement

When a Participant retires in accordance with Section 5.1, the amount in the Participant's Accounts shall be paid to him, in a cash lump sum payment, unless the Participant elects to receive a later distribution as described in Section 6.7.

#### 6.4 Designation of Beneficiary

Any Participant may designate the Beneficiary or Beneficiaries, and proportions to each, to whom distribution of his Account(s) balances in the Fund shall be made in the event of his death prior to the full receipt of such balances by notifying the

Company in writing. Any Participant or former Participant may revoke or change such designation at any time by notifying the Company in writing. A married Participant may designate a Beneficiary other than the Participant's spouse only if the spouse consents to such designation in writing and only if such consent acknowledges the effect of the election and is witnessed by a Plan representative or a notary public. Any such consent by a spouse shall be effective only with respect to that spouse. For purposes of this Section, a Participant's former spouse shall be treated as a surviving spouse to the extent provided in a qualified domestic relations order.

If there is no designated Beneficiary living upon the death of a Participant, or if all designated Beneficiaries die prior to the full distribution of the Participant's Accounts, the Account shall be distributed in the following order of priority:

- A. first to his spouse, if then living; or, if none,
- B. second to his surviving children (including legally adopted children) per stirpes; or, if none,
- C. third, to his estate

#### 6.5 Time and Manner of Payment

Distribution of a Participant's Accounts will be based on the Account value determined as of the Valuation Date next following receipt of a request for distribution by the Trustee. Distribution to Participants shall begin no later than the 60th day after the Valuation Date which follows the date the Participant terminates employment with the Company.

A Participant may elect to defer the commencement of his distribution hereunder to a date later than set forth above, provided, however, that any such election must be made by submitting to the Plan Administrator a written statement, signed by the Participant, which describes the method and medium of distribution and the date on which such distribution shall commence.

All distributions must meet the minimum distribution incidental benefit requirements in Section 1.401(a)(9)-2 of the proposed regulations.

Anything above to the contrary notwithstanding, prior to January 1, 1998, distributions of a Participant's benefits must commence by April 1 of the calendar year following the calendar year in which the Participant attains age 70½ in accordance with the minimum distribution requirements of Section 401(a)(9) of the Code. Effective on or after January 1, 1998, the distribution of a participant's entire interest under the Plan will commence not later than April 1 of the year following the calendar year in which he or she retires, or, if later, April 1 of the year following the calendar year in which he or she attains age 70-1/2. Those participants who prior to January 1, 1998, commenced distribution of their Plan interest due to the attainment of age 70 ½ will continue to receive such distribution in accordance with the Plan's provisions in effect prior to January 1, 1998.

#### 6.6 Facility of Payment

If, in the opinion of the Plan Administrator, any former Participant or beneficiary to whom benefits are payable is unable to care for his affairs because of illness, accident, or other incapacity, any

payment due (unless prior claim therefore shall have been made by a duly qualified guardian, conservator, or other legal representative) may be paid, for his benefit, to his spouse, parent, child, brother, or sister, or to any other person for the benefit of such Participant or beneficiary as the Plan Administrator may determine. Any such payment shall, to the extent thereof, be a complete discharge of any liability under this Plan to such former Participant or beneficiary.

#### 6.7 Benefits in Excess of \$3500

Notwithstanding anything else in this Plan to the contrary, if the value of the Accounts of a Participant which become payable by reason of the Participant's death, retirement, total and permanent disability, or other termination of employment exceeds, or at the time of any prior distribution exceeded, three thousand five hundred dollars (\$3,500), then the distribution of the Participant's Accounts shall not commence before the first day of the month coincident with or next following the Participant's sixty-fifth (65th) birthday, unless the Participant, or in the event the Participant is deceased, his Beneficiary, consents to an earlier Benefit Commencement Date, as follows:

- A. The Plan Administrator shall provide to each Participant subject to this Section 6.7, not more than 90 nor less than 30 days before his Benefit Commencement Date, a written notice describing the Participant's right to defer receipt of the distribution.
- B. The Participant shall submit to the Plan Administrator his written consent to distribution of his Account balances before

reaching his Normal Retirement Age after he receives the notice described in subsection A., above, and not more than 90 days before his Benefit Commencement Date.

Notwithstanding the foregoing, a distribution from the Plan to the Participant may commence less than 30 days after the notice described in the preceding paragraph is given, provided that:

- (1) the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect an immediate distribution (and, if applicable, a particular distribution option), and
- (2) the Participant, after receiving the notice, affirmatively elects to receive an immediate distribution.

#### 6.8 Direct Plan to Plan Transfers

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- A. Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than

annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and effective after December 31, 1999, hardship withdrawals of elective deferrals [within the meaning of Section 401(k)(2)(B)(i)(IV) of the Code].

- B. Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- C. Distributee. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic

relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

- D. Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

## SECTION 7

### ADMINISTRATION OF THE PLAN

#### 7.1 Fiduciary Responsibility

The Investment Committee of the Company has the overall responsibility and authority as named fiduciary to manage and control the operation and administration of the Plan and may designate one or more individuals to carry out the Company's fiduciary responsibility and authority to manage and control the Plan assets. The Trustee shall act on behalf of the Company in the management and control of Plan assets, consistent with the Plan objectives and with the requirements of any applicable law.

The Company shall carry out the fiduciary responsibility and authority under the Plan as the Plan Administrator. The Plan Administrator has been designated to carry out the following responsibilities and authority:

- A. To determine the amounts and time of payment of benefits and the right of Participants and Beneficiaries to Plan benefits, except that benefits shall commence within 60 days of Normal Retirement Age or the date the

Employee terminates employment, whichever is later unless the Participant elects to defer the distribution pursuant to Sections 6.1 or 6.3.

- B. To take any actions necessary to assure timely payment of benefits to any Participant or Beneficiary eligible to receive benefits under the Plan; and to assure a full and fair review for any Participant who is denied a claim to any benefit under the Plan.
- C. To maintain Plan records, to communicate to Participants and their Beneficiaries, and to submit required reports to appropriate regulatory authorities.
- D. To appoint or employ other persons to render advice or to assist with respect to any responsibility or authority being carried out by the Plan Administrator, including the employment of counsel, and to assist in the administration of the Plan.
- E. To give such instructions to the Trustee as may from time to time be necessary or appropriate in connection with the administration of the Plan.
- F. To take any action necessary or appropriate to assure that the Plan is administered for the exclusive purpose of providing benefits to Participants and their Beneficiaries in accordance with the Plan and defraying reasonable expenses of administering the Plan, subject to the requirements of the laws of the State of Ohio.

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7.2 Applications and Information to be Supplied

Participants and Beneficiaries shall furnish such benefit and withdrawal applications, documents, evidence, and information as the Company may deem necessary or desirable for the purpose of administering the Plan, and it shall be a condition for payment of benefits under the Plan that each person must promptly furnish true and complete data, evidence and information and sign such applications and documents as may be required.

7.3 Claims Procedure

A request for a Plan benefit shall be deemed filed when a written communication is made by a Participant or Beneficiary, or the authorized representative of either, that is reasonably calculated to bring the claim to the attention of the Plan Administrator.

If the claim is wholly or partially denied, notice of such decision shall be furnished to the claimant within 90 days after the receipt of the claim by the Plan Administrator. Such notice shall include:

- A. the specific reason or reasons for the denial,
- B. specific reference to pertinent Plan provisions on which the denial is based,
- C. a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and
- D. an explanation of the Plan's review procedure.

Within 90 days from the receipt of the notice of denial, the claimant may appeal such denial to the Plan Administrator for a full and fair review. The review shall be instituted by the filing of a written request for review by the claimant or his authorized representative within the 90 day period stated above. A request for review shall be deemed filed as of the date of receipt of such written request by the Plan Administrator.

The claimant, or his authorized representative, may review all pertinent documents, may submit issues and comments in writing, and may do such other appropriate things as the Plan Administrator may allow.

The decision of the Plan Administrator shall be made not later than 30 days after receipt of the request for review, unless special circumstances, such as the need to hold a hearing, require an extension of time, in which case the decision shall be rendered not later than 60 days after receipt of the request for review. All interpretations, determinations, and decisions of the Plan Administrator in respect of any claim shall be final and binding for all purposes and upon all interested persons, their heirs, and their personal representatives.

7.4 Employer Records

The regularly kept records of the Company shall be conclusive evidence of the service of a Participant, his hours worked, his Compensation, his status as an Employee, and all other matters applicable to this Plan.

7.5 Disputes Not Subject to Arbitration

No dispute or question arising under this Fund or the Plan shall be subject to the grievance or arbitration procedure provided for in the collective bargaining agreement between the Company and the Union. All disputes or questions shall be resolved by the Plan Administrator.

SECTION 8

GENERAL

8.1 Spendthrift Clause

No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, garnishment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit under this Plan shall in any manner be liable for or subject to the debts or liability of any Participant or Beneficiary. The anti-alienation provision of this Section shall also apply to the creation, assignment, or recognition of a right to any benefit payable to a Participant with respect to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Code Section 414(p). The Company shall establish reasonable procedures to determine whether the domestic relations order is qualified under Section 414(p) of the Code. An alternate payee shall have the right to file an election to commence payment of the amount that he is entitled to receive under a qualified domestic relations order. An alternate payee can select any

Benefit Commencement Date for a distribution made in accordance with the preceding sentence, including a date that precedes the Participant's retirement date under the Plan.

8.2 Approval of Internal Revenue Service

This Plan is contingent upon and subject to obtaining and retaining such approval of the Commissioner of Internal Revenue of the United States as may be necessary to establish the deductibility for income tax purposes of any and all contributions made by the Company under this Plan as being qualified for tax exemption under the provisions of Sections 401, 404, 501(a), or other applicable provisions of the Internal Revenue Code. Notwithstanding any other provision to the contrary, any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Sections 401 and 501(a) of the Internal Revenue Code as now in effect or hereafter amended, or any other applicable provisions of the federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

8.3 Effect of Failure of Plan to Qualify

This Plan is designed to qualify under Section 401(a) of the Internal Revenue Code. Any other provision of this Plan to the contrary notwithstanding, if a determination letter satisfactory to the Company shall not have been received from the Internal Revenue Service that the Plan as herein set forth or as amended prior to the receipt of such letter meets the requirements of Section 401(a) of the Internal Revenue Code for a

qualified plan, then the Plan shall terminate and all monies in the Participants' Rollover, After-tax and Compensation Deferral Accounts shall be returned to the Company within one year of such determination and the Company shall distribute such amounts to the Participants in accordance with Section 9.2. Thereafter, all rights of the Company and the Employees in the Plan shall cease with the same effect as if the Plan had never been adopted.

#### 8.4 Return of Company Contributions

Notwithstanding any other provision in this Plan to the contrary:

- A. In the case of a contribution made by the Company on behalf of an employee by a mistake of fact, such contribution may be returned to the Company within one year after its payment.
- B. If the deduction of a contribution is disallowed by the Internal Revenue Service, to the extent of disallowance, the contribution may be returned to the Company within one year after the disallowance.

#### 8.5 Expenses of the Fund

The Company shall pay all expenses associated with the administration of the Fund and Plan.

#### 8.6 Termination of this Plan

This Plan shall continue in effect, until December 3, 2001, even though the Labor Agreement now existing between the parties comes to an end by lapse of time, by agreement of the parties not to

renew it, or by mutual agreement of the parties to end it. This Plan shall be renewed automatically for successive one year periods thereafter unless either party shall give written notice to the other at least 60 days prior to December 3, 2001 (or any later anniversary of said date), that it intends to amend or modify this Plan as of the end of said expiration date, or of such later anniversary of the expiration date. If notice is given, this Plan shall be open to modification or amendment on December 3, 2001, or the later anniversary of that date, as the case may be.

If, following notice by either party pursuant to the preceding paragraph, negotiations on such proposed modification or amendments shall not be completed by December 3, 2001, or the later anniversary of that date, with respect to which such notice shall have been given, as the case may be, either party, at the time thereafter before completion of such negotiations, may give to the other written notice of termination of this Plan, in which event this Plan shall terminate at the end of the 30th day following the day such notice shall have been given, unless the parties shall agree otherwise at or before that time.

### SECTION 9

#### AMENDMENT, TERMINATION AND MERGER OF THE PLAN

##### 9.1 Amendments and Termination

Subject to the terms of Section 8.6, the Company shall have the authority to amend the Plan, either retroactively or prospectively, provided that no amendment shall cause or permit any part of the

Fund to be used for any purpose other than the *exclusive benefit of the Participants, former Participants, or their Beneficiaries or estates and the reasonable expenses of administering the Plan* as provided in Section 8.5. The Company intends this Plan to be permanent but reserves the right, subject to the terms of Section 8.6, to terminate this Plan or to discontinue contributions under the Plan.

## 9.2 Plan Termination

Subject to the terms of Section 8.6, in the event of the termination or partial termination of the Plan, or in the event of the complete or partial discontinuance of contributions by the Company made on behalf of the employee, the full value of the Accounts of each affected Participant as of the Valuation Date coincident with or next following the effective date of such termination or discontinuance, shall immediately become distributable to each affected Participant.

## 9.3 Merger, Consolidation, or Transfer of Assets

Subject to the terms of Section 8.6, this Plan may be merged, consolidated, or its assets and liabilities transferred to any other plan, provided each Participant would receive a benefit immediately after such merger, consolidation or transfer, assuming the Plan then terminated, which is equal to or greater than the benefit he would have received immediately prior to such merger, consolidation, or transfer if the Plan would have terminated on the date of such merger, consolidation or transfer.

DANA CORPORATION - UAW

MASTER RETIREE HEALTH BENEFIT  
PLAN AND TRUST

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**SUPPLEMENT I**  
  
**DANA CORPORATION - UAW**  
  
**MASTER RETIREE HEALTH BENEFIT PLAN AND**  
  
**TRUST**  
  
**BETWEEN**  
  
**DANA CORPORATION**  
  
**AND**  
  
**THE UNITED AUTO WORKERS (UAW) AND ITS**  
**LOCALS**

- |                |  |
|----------------|--|
| LOCAL NO. 155  | Formsprag Production and<br>Maintenance Unit                   |
| LOCAL NO. 279  | Richmond Machining<br>Production and Maintenance<br>Unit       |
| LOCAL NO. 644  | Pottstown Production and<br>Maintenance Unit                   |
| LOCAL NO. 644  | Pottstown Office and<br>Technical Unit                         |
| LOCAL NO. 1363 | Richmond Sleeve Castings<br>Production and Maintenance<br>Unit |
| LOCAL NO. 1765 | Lima Production and<br>Maintenance Unit                        |

THIS PLAN AGREEMENT (hereinafter referred to as the "Plan") is made and entered into this 8<sup>th</sup> day of May, 1998 and amended November 23, 1998, by and between Dana Corporation, a Virginia corporation, on behalf of its manufacturing plants located in Lima, Ohio; Pottstown, Pennsylvania; Warren, Michigan; and Richmond, Indiana (hereinafter referred to as the "Company"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and the following listed local units:

Local No. 155	Formsprag Production and Maintenance Unit,
Local No. 279	Richmond Machining Production and Maintenance Unit,
Local No. 644	Pottstown Production and Maintenance Unit,
Local No. 644	Pottstown Office and Technical Unit,
Local No. 1363	Richmond Sleeve Castings Production and Maintenance Unit,
Local No. 1765	Lima Production and Maintenance Unit,

(hereinafter referred to as the "Union"); and

THIS AGREEMENT OF TRUST (hereinafter referred to as the "Trust Agreement") is made and entered into this 8<sup>th</sup> day of May, 1998 and amended November 23, 1998, by and between the Company, the Union, and Key Trust Company of Ohio (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, effective December 4, 1995, and amended November 23, 1998, pursuant to a collective bargaining agreement between the Company and the Union, the Company was obligated to establish a retiree health benefit plan for hourly paid employees included in the above-referenced local bargaining units and hourly paid employees included in bargaining units which were, prior to December 4, 1995, included under the then current Dana - UAW Master Agreement and who retire on or after

January 1, 1993 and their dependents who meet the eligibility conditions of Supplement B, Section 9 to the Master Agreement; and

WHEREAS, in order to implement and carry out the terms of Supplement B, the Company and Union have agreed that the Company will establish the Dana Corporation - UAW Master Retiree Health Benefit Plan and Trust (hereinafter referred to as the "Agreement," "Plan" or "Trust," as appropriate), which is intended to satisfy the requirements of Section 501(c)(9) of the Internal Revenue Code or any successor provision thereto; and

WHEREAS, the Company and the Union have authorized the execution of this Agreement and the creation of a Trust Fund to provide certain postretirement benefits under Supplement B; and

WHEREAS, Key Trust Company of Ohio has consented to act as Trustee hereunder and to hold and administer such sums as are transferred or contributed upon the terms set forth herein; and

WHEREAS, the funds that will be contributed to the Trust, as and when received by the Trustee, will constitute a Trust Fund to be held for the benefit of the Retirees and Eligible Dependents under and in accordance with the Plan; and

WHEREAS, it is intended by the Company that this document meet the conditions for an employee benefit plan under ERISA, and that the Plan and Trust satisfy the requirements for a voluntary employees' beneficiary association as described in Section 501(c)(9) of the Code;

NOW, THEREFORE, the Company, Union and Trustee hereby establish the Plan and Trust for Retirees and Eligible Dependents, subject to the following terms and conditions:

**ARTICLE I**  
**DEFINITIONS**

1.1 "Administrator" means the Company or any person or entity designated as Administrator as provided in Article VII.

1.2 "Affiliate" means any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company, and particularly shall mean any corporation or unincorporated trade or business which is a member of a controlled group of corporations or trades or businesses, which includes the Company, within the meaning of Sections 414(b) or 414(c) of the Code, or is a member of an affiliated service group, which includes the Company, within the meaning of Section 414(m) of the Code.

1.3 "Base Rate" is the base rate amount applicable to the Retiree or Eligible Dependent as set forth in Appendix A to this Trust Agreement.

1.4 "Claims Administrator" means the person (or persons) or entity appointed or retained by the Company to administer the benefit provisions of Supplement B.

1.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and lawful regulations and pronouncements promulgated thereunder.

1.6 "Company" means Dana Corporation and any successor corporation or business organization which shall assume the duties and obligations of the Company under the Plan and Trust.

1.7 "Eligible Dependent" means a Retiree's spouse, a surviving spouse of an Employee who, by virtue of Section 9B of Supplement B, is eligible for health care benefits, and a Retiree's unmarried dependent children until the end of the calendar year in which such children attain 25 years of age, provided that any child over 19 years of age must

legally reside with or be a member of the Retiree's household and must be dependent upon the Retiree within the meaning of the Code. Dependent children shall also include legally adopted children and those for whom adoption proceedings have been initiated, step-children and children dependent on the Retiree for more than one-half their support as defined by the Code who either qualify in the current year for dependency tax status or who would have been reported as such by the Retiree on his most recent Federal income tax return. A child who would otherwise qualify herein as an Eligible Dependent need not legally reside with the Retiree if the Retiree is legally obligated to provide medical care for such child. A child who becomes totally and permanently disabled while an Eligible Dependent shall continue to be an Eligible Dependent, regardless of age. Also, children who are Eligible Dependents and who obtain employment will continue to be considered as Eligible Dependents for up to four months during which time they are waiting to become covered under their employer's health care plan or until they become covered under such plan, if earlier. A reference in the Memorandum of Understanding to "Surviving Spouse" shall be deemed to be a reference to Eligible Dependent.

1.8 "Employee" or "Employees," except where the context otherwise requires, means persons employed by the Company who are within one of the collective bargaining units designated by this Plan and Trust and as defined in the Labor Agreement. The term Employee shall not include any employee leased by the Company who must be treated as an employee of the Company by virtue of a state or federal statute and of the Code.

1.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and lawful regulations and pronouncements promulgated thereunder.

1.10 "Funding Policy" means the funding policy established by the Board and described in Section 8.1.

1.11 "H-M-S Premium" means the two-year average of the total net, paid, incurred hospital-medical-surgical ("H-M-S") claims for all Retirees and Eligible Dependents

covered by Section 9 of Supplement B ("H-M-S Claims"), as determined by the Company. The H-M-S Premium for a given year will be based on the H-M-S Claims for the two calendar years commencing three full years prior to such given year.

**Examples:**

The 1997 H-M-S Premium will be based on the H-M-S Claims for the 1994 and 1995 calendar years.

The 1998 H-M-S Premium will be based on the H-M-S Claims for the 1995 and 1996 calendar years.

Upon the Union's or Company's request, the H-M-S Premium for any year will be audited by an independent actuary chosen by the Board. The cost of such an audit will be paid out of the Trust Fund.

1.12 "Joint Board," "Board" or "Board of Administration" means the administrative board comprised of Company and Union members who have the powers and authority described in the Memorandum of Understanding and Article VII.

1.13 "Master Agreement" means the 1998 Dana-UAW Master Agreement between Dana Corporation and the International Union, UAW, as the same may be amended from time to time.

1.14 "Memorandum of Understanding" means the Memorandum of Understanding, Voluntary Employee Benefit Association which is contained in Supplement B.

1.15 "Plan" means this Dana Corporation - UAW Master Retiree Health Benefit Plan, as it currently exists and as it may be amended from time to time hereafter.

1.16 "Plan Year" means the calendar year.

1.17 "Required Payment" means the excess of a Retiree's (or Eligible Dependent's) then-current monthly H-M-S Premium (i.e., one-twelfth of the annual H-M-S Premium) over his Base Rate.

1.18 "Retiree" means a former Employee who was or is a member of the Union, whose Retirement occurred on or after January 1, 1993, and who otherwise meets the conditions for the retiree health care benefits under Section 9 of Supplement B and the Memorandum of Understanding.

1.19 "Retirement" means a termination of employment on or after January 1, 1993 by an Employee who is eligible to receive, and elects to receive, a pension (other than a deferred vested pension or, if the Employee has less than eight (8) years of credited service, other than a normal retirement pension), under the Dana - UAW Pension Agreement, Supplement C to the Master Agreement.

1.20 "Supplement B" means the program of benefits provided under Supplement B to the Master Agreement, which provides for the use of this Trust as a means of funding certain postretirement health care benefits provided on behalf of Retirees and Eligible Dependents under Supplement B.

1.21 "Trust" means this Dana Corporation-UAW Master Retiree Health Benefit Trust.

1.22 "Trust Fund" or "Fund" means the assets of the Trust held by the Trustee in accordance with the terms of this Agreement.

1.23 "Trust Year" means the calendar year.

1.24 "Trustee" means Key Trust Company of Ohio, and its successors designated in a manner provided for in Article XIII of this Trust Agreement.

1.25 "Union" means the International Union, United Automobile, Aerospace and Agricultural Implement

Workers of America (UAW) and the following Local unions:

Local No. 155	Formsprag Production and Maintenance Unit
Local No. 279	Richmond Machining Production and Maintenance Unit
Local No. 644	Pottstown Production and Maintenance Unit
Local No. 644	Pottstown Office and Technical Unit
Local No. 1363	Richmond Sleeve Castings Production and Maintenance Unit
Local No. 1765	Lima Production and Maintenance Unit

In addition to the Units listed above, the term "Union," for the purpose of this Plan and Trust only, shall also include local bargaining units who, due to plant closings, are not referenced above but which were, prior to the current Dana - UAW Master Agreement effective November 23, 1998, included under the Dana - UAW Master Agreement.

## ARTICLE II

### ELIGIBILITY AND PARTICIPATION

2.1 Eligibility. Each Retiree and Eligible Dependent who meets the eligibility criteria specified in Section 9B of Supplement B shall be eligible for benefits under the Plan upon the Employee's Retirement, providing such Retirement is on or after January 1, 1993. No Retiree nor his Eligible Dependents shall be eligible to participate in this Plan unless the Retiree or Eligible Dependent meets the eligibility criteria of Section 9B of Supplement B and the Memorandum of Understanding at the time of his Retirement.

2.2 Participation. Every Retiree and Eligible Dependent who satisfies the requirements set forth in Section 2.1 above shall become a participant under this Plan as of his date of Retirement.

2.3 Rehired Retirees. In the event the Company or an Affiliate shall reemploy a Retiree, he shall cease being a participant in the Plan on his date of rehire. Such a rehired Retiree shall be able to again participate in the Plan upon his subsequent Retirement from employment with the Company or an Affiliate only if he again satisfies the requirements of Section 2.1 above at the time of such subsequent Retirement.

2.4 Eligibility for Other Benefits. Eligibility for coverage under any Supplements of the Master Agreement shall be determined pursuant to the provisions of the appropriate Supplement and nothing herein contained shall alter or otherwise amend such provisions therein.

## ARTICLE III

### BENEFITS

3.1 Benefits Provided Through Supplement B. Entitlement to health benefits under this Plan and the amount thereof shall be determined solely pursuant to Supplement B and the Memorandum of Understanding.

## ARTICLE IV

### CONTRIBUTIONS

4.1 Company's Obligation.

- (a) Subject to Section 5.2, the Company shall pay 100% of the Base Rate for H-M-S Premiums for Retirees and Eligible Dependents by the appropriate population groupings of Retirees and Eligible Dependents.
- (b) The Company shall make contributions to the Trust as provided in Section 5.1.

4.2 Retiree or Eligible Dependent Contributions. A Retiree and/or Eligible Dependent shall pay a monthly premium equal to the Required Payment. To the extent provided in Section 5.2, the premium obligation of a Retiree and/or Eligible Dependent may be satisfied, to the

extent that the Administrator directs the Trustee in writing, by the Trustee making payments out of the Trust Fund to provide health benefits as described in Sections 6A and 6B of Supplement B.

## ARTICLE V

### PAYMENTS TO AND FROM THE TRUST

**5.1 Creation and Contributions to the Trust.** This Trust is created and established for the sole purpose of accumulating and distributing the Trust Fund to pay medical benefits (including reasonable administrative expenses) on behalf of Retirees and Eligible Dependents under the terms and provisions of Supplement B, and this Plan and Trust Agreement. The Trust Fund shall be held by the Trustee in trust without distinguishing between principal and income, and shall be dealt with in accordance with this Trust Agreement.

The Company shall contribute the amounts described in this Section 5.1 to the Trustee, which amounts shall constitute the Trust Fund. The Trustee acknowledges receipt of such property and agrees to hold the same (including earnings, income, and appreciation, and any additions as shall be paid or delivered to the Trustee from time to time) as contributions under the Plan, to be held, invested, reinvested, and administered by the Trustee pursuant to the terms of this Trust Agreement. The Trustee shall not be responsible for the calculation or collection of any contribution under, or required by, the Plan or this Trust Agreement, but shall be responsible only for cash or other property received by it pursuant to this Agreement.

This Trust is designed to qualify as a voluntary employees' beneficiary association under Section 501(c)(9) of the Code. The Company shall make an initial contribution of \$3,000,000 (plus any interest earned on such initial contribution while it is deposited in an interest-bearing account with the Trustee during the period April 30, 1996 until the date of contribution to this Trust) to the Trust Fund. In addition, commencing effective with the last weekly pay period in January 1997, and continuing until

December 7, 1998, the Company will make monthly contributions to the Trust Fund in an amount equal to ten cents (10¢) multiplied by the number of hours worked during the prior month by all Employees covered by the Master Agreement. Commencing with the last weekly pay period in January 1999 and continuing to December 31, 2001, the Company will make monthly contributions to the Trust Fund in an amount equal to thirty-one (31) cents multiplied by the number of hours worked during the prior month by all employees covered by the Master Agreement. The Company shall not be obligated to make any contribution beyond what is required by the Master Agreement or this Trust Agreement.

In the event it should become necessary to close a facility covered by the Master Agreement during the term of the 1998 Master Agreement, the Company will make a special contribution to the Trust Fund. The amount of the special contribution will be determined by multiplying \$2000 by the number of Employees on the seniority list at the affected facility at the time the closing is announced who are eligible (or who will become eligible during the term of the 1998 Master Agreement) to retire under either the normal retirement (Section 4) or the early retirement (Section 5) provisions of Supplement C to the Master Agreement.

The provisions of this Section with respect to contributions express each and every obligation of the Company with respect to financing of the Trust Fund. The Company has no obligation to make Required Payments to or on behalf of Retirees and Eligible Dependents, and the Company has no obligation to provide health benefits to Retirees and Eligible Dependents that are the obligation of either the Trust Fund or the Retirees and Eligible Dependents. For example, the Trust Fund (or the Retirees and Eligible Dependents) is obligated to pay for health benefits for each calendar month up to the Required Payments for such calendar month and, therefore, the Company has no obligation to provide such health benefits. The Company shall not be obliged to make up, or to provide for making up, any depreciation, or loss arising

from depreciation, in the value of securities held in the Trust Fund, and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

**5.2 Payments from the Trust.** Commencing April 1, 1998, the Administrator shall direct the Trustee, in writing, to make payments out of the Trust Fund to provide health benefits for each calendar month for the benefit of Retirees and Eligible Dependents. Such payments shall equal the lesser of (i) the Required Payments (if any) applicable for all such Retirees and Eligible Dependents for that calendar month or (ii) the health benefits payable to Retirees and Eligible Dependents during that calendar month.

The Trustee shall, from time to time, and at the written direction of the Administrator, make, directly or indirectly, such payments out of the Trust Fund on behalf of Retirees and Eligible Dependents. To the extent permitted by law, the Trustee shall be under no liability for any payment made pursuant to the written direction of the Administrator or for any payment not made in the absence of a written direction of the Administrator. Any written direction of the Administrator shall constitute a certification that the payment so directed is one that the Administrator or its designated representative is authorized to direct. If a dispute arises with respect to a payment, the Trustee may withhold, or cause to be withheld, such payment until the dispute has been resolved. Any amounts paid by the Trustee pursuant to this Section shall cease to constitute a part of the Trust Fund.

In the event the Trust Fund assets should become insufficient to pay health benefits for the benefit of Retirees and Eligible Dependents up to the amount of the Required Payments for that calendar month, or in the event the Board reduces the Trust Fund distributions, as provided below, such Retirees and Eligible Dependents will be required to pay any portion of the Required Payment in excess of payments from the Trust Fund out of their own funds, and such amounts will not be payable at any time out of the Trust Fund. In either such event, the Company will administer the collection of the balance of such

Required Payments from the Retirees' and Eligible Dependents' own funds. The Plan benefits of Retirees and Eligible Dependents who fail to make such Required Payments from their own funds shall be canceled; provided, however, that such cancellation shall be effective no sooner than 60 days after receipt of notice of nonpayment by such Retiree or Eligible Dependent. Notwithstanding anything else in this Section to the contrary, the maximum Required Payment that a Retiree or Eligible Dependent who retired between January 1, 1993 and December 1, 1995 under the 1992 Master Agreement will be required to pay out of his own funds as a result of the insufficiency of the Trust Fund, is \$50/month per Retiree or Eligible Dependent. The Board will monitor the Trust Fund on a regular basis, and if it appears that the Trust Funds are likely to become insufficient to cover the full Required Payments for any calendar month, the Board will have the right to reduce the amount of the Required Payments that will be paid on behalf of any Retiree or Eligible Dependent from the Trust Fund in order to extend the period that a portion of such Required Payments can be paid from the Trust Fund. In no event will such an action by the Board excuse the Retirees and Eligible Dependents from paying out of their own funds any portion of a monthly Required Payment that is not paid from the Trust Fund.

In directing the Trustee to make distributions, the Administrator shall follow the provisions of Supplement B, and this Plan and Trust Agreement and shall not direct that any distribution be made, either during the existence or upon discontinuance of the Plan or Trust, which would cause any part of the Trust Fund to be used for or diverted to purposes other than as provided in this Agreement. In the event that the Company or an insurance company pays health benefits pursuant to the Plan before the Trust Fund has fulfilled its obligation to pay such benefits to the extent of the Required Payments for a calendar month, the Company or the insurance company shall be considered to have paid such benefits on behalf of the Trust, and the Trustee shall, upon receipt of a written invoice, be required to reimburse the Company (or the insurance company) for such payment.

No Retiree or Eligible Dependent shall have any vested right, title, or interest in any of the assets of the Trust Fund, nor in any Company contributions thereto.

## ARTICLE VI

### PAYMENT OF CLAIMS

6.1 Filing and Review of Benefit Claims. All claims for hospital, medical and surgical benefits under Section 9, Supplement B must be filed in the manner as set forth in Supplement B. The Claims Administrator shall have such rights and powers as are provided by Supplement B for purposes of determining the validity of a claim. Benefits shall be payable, if at all, solely in accordance with the terms and provisions of Supplement B.

6.2 Claims Procedure. If any Retiree or Eligible Dependent, or the authorized representative of a Retiree or Eligible Dependent, shall file an application for benefits under this Plan or Trust and such application is denied by the Administrator, in whole or in part, the Retiree or Eligible Dependent or authorized representative shall be notified in writing by the Administrator of the specific reason or reasons for such denial. The notice shall also set forth the specific Plan provisions upon which the denial is based, an explanation of the provisions of the applicable claims review procedure and any other information deemed necessary or advisable by the Administrator. A Retiree or Eligible Dependent whose application is denied shall have the right to appeal such denial to the Board. Any such appeal shall be subject to the claims procedure established by the Board pursuant to Section 7.2(b)(2)(c).

## ARTICLE VII

### ADMINISTRATION

7.1 Powers and Authority of the Company. The Company shall be the Administrator of the Plan and may designate one or more individuals who shall have such powers and authority as are necessary and appropriate in order to carry out its duties under the Plan, including, without limitation, the full discretionary authority:

- (a) To obtain such information as the Company shall deem necessary in order to carry out such duties;
- (b) To investigate the correctness and validity of information furnished with respect to eligibility of any person for benefits under the Plan;
- (c) To make initial determinations with respect to the eligibility of a Retiree or Eligible Dependent for benefits under the Plan;
- (d) To establish rules, regulations and procedures concerning the manner and the times in which Retirees and/or Eligible Dependents shall pay Required Payments when the Trust has insufficient funds to satisfy the total monthly Required Payments for Retirees and/or Eligible Dependents. In establishing such rules, regulations and procedures, the Company shall give due consideration to any recommendations from the Joint Board.
- (e) To establish appropriate procedures for giving notices required under the Plan;
- (f) To establish and maintain necessary records;
- (g) To cause the coverage, otherwise provided under Section 9 of Supplement B, to be canceled when a Retiree or Eligible Dependent fails to make the Required Payments for such coverage as required by Supplement B, the Memorandum of Understanding, and this Plan. Such cancellation shall not occur before sixty (60) days following notice of nonpayment to the Retiree or Eligible Dependent;
- (h) To direct the Trustee, in writing, to make payments out of the Trust Fund pursuant to the provisions of this Agreement and the Memorandum of Understanding, to provide health benefits for each calendar month for the benefit of Retirees and Eligible Dependents; and
- (i) To construe and interpret the terms of the Plan and Trust and to resolve any ambiguities.

## 7.2 Board of Administration.

### (a) Composition and Procedure.

(1) There shall be established a Board of Administration of the Plan consisting of six members, three of whom shall be appointed by the Company (hereinafter referred to as the Company members) and three of whom shall be appointed by the Union (hereinafter referred to as the Union members). Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, his alternate may attend, and when in attendance, shall exercise the powers and perform the duties of such member. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. The Company and the Union each shall notify the other in writing of the members respectively appointed by it before any such appointments shall be effective.

(2) In the event of a deadlock in voting by the Board, the members of the Board shall appoint an impartial chairman. He shall be the same person designated as arbitrator under the Master Agreement. The impartial chairman shall be considered a member of the Board and shall vote only in matters within the Board's authority to determine, which the other members of the Board shall have been unable to dispose of by majority vote.

(3) At least two Union members and two Company members shall be required to be present at any meeting of the Board in order to constitute a quorum for the transaction of business. At all meetings of the Board the Company members shall have a total of three votes and the Union members shall have a total of three votes, the vote of any absent member being divided equally between the members

present appointed by the same party. Decisions of the Board shall be by a majority of the votes cast.

(4) The Board shall not maintain any separate office or staff, but the Company and the Union shall be responsible for furnishing such clerical and other assistance as its respective members of the Board shall require. Copies of all appeals, reports and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, with one copy to be sent to the Company members at the address designated by them and the other to be sent to the Union members at the address designated by them.

### (b) Powers and Authority of the Board.

(1) It shall be the function of the Board to exercise ultimate responsibility and the full discretionary authority for determining eligibility for benefits under the terms of the Plan and Trust; and for construing and interpreting the Plan and Trust and resolving ambiguities. The Board shall be presumed conclusively to have approved any initial determination by the Administrator unless the determination is appealed.

(2) The Board shall be empowered and authorized and shall have the full discretionary authority:

- (A) to hear and determine appeals by Retirees or Eligible Dependents;
- (B) to obtain such information as the Board shall deem necessary in order to determine such appeals;
- (C) to prescribe the form and content of appeals to the Board and such detailed procedures as may be necessary with respect to the filing of such appeals;

- (D) to direct the Administrator to notify the Trustee to pay benefits pursuant to determinations made by the Board;
- (E) to make recommendations to the Company with respect to rules, regulations and procedures established by the Company;
- (F) to perform such other duties as are expressly conferred upon it by the Memorandum of Agreement or this Agreement;
- (G) to prepare and distribute information explaining the Plan and Trust;
- (H) to select the Trustee or successor Trustee;
- (I) to monitor the Trust Fund on a regular basis;
- (J) to instruct, in writing, the Trustee to change the investment policy as prescribed in the Trust Agreement;
- (K) to reduce the amount of the Required Payments that will be paid on behalf of any Retiree or Eligible Dependent in order to extend the period that a portion of such Required Payment can be paid from the Trust Fund in the event that the Board determines that the Trust Funds are likely to become insufficient to cover the full Required Payments for any month. Such action by the Board will not excuse Retirees or Eligible Dependents from being required to pay out from their own funds any portion of a monthly Required Payment that is not paid from the Trust Fund;
- (L) select an independent actuary for the purpose of auditing the then current H-M-S Premiums should the Company or Union request such audit; and,

(M) instruct the Administrator to have the Trustee pay the Board-approved actuary for a completed audit of H-M-S Premiums as described in subparagraph (L), above.

(3) In ruling upon appeals, the Board shall have no authority to waive, vary, qualify or alter in any manner the eligibility requirements set forth in this Agreement and/or Supplement B, the procedure for applying for benefits provided for therein, or any other provision of the Plan and/or Trust, and shall have no jurisdiction other than to determine, on the basis of the facts presented and in accordance with the provisions of the Agreement:

(A) whether the appeal to the Board was made within the time and in the manner specified by the Board rules; and,

(B) whether the Retiree or Eligible Dependent is eligible for the benefit claimed.

(4) The Board shall have no power to determine questions arising under the Master Agreement and its Supplements, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefor by the Master Agreement, and all determinations made pursuant to the Master Agreement shall be accepted by the Board.

(5) Nothing in this Section shall be deemed to give the Board the power to prescribe in any manner internal procedures or operations of either the Company or the Union.

**7.3 Additional Joint Board Rules.** No member of the Joint Board shall be disqualified from acting on any question because of his interest therein. No fee or compensation shall be paid to any member of the Joint Board for his services as such, but the Joint Board shall be reimbursed for its expenses by the Company. Any outside advisor to the Joint Board shall only be hired after agreement by the Company and the Union members regarding the need for

such outside advisors and how the costs will be shared. Otherwise, maintenance of staff, an office, or other clerical assistance or facilities, and the related expense, shall be dealt with as provided in Section 7.5.

**7.4 Engagement of Advisors.** The Administrator may employ actuaries, attorneys, accountants, brokers, employee benefit consultants, and other specialists to render advice concerning any responsibility the Administrator or Joint Board has under this Plan or Trust. Such persons may also be advisors to the Company.

**7.5 Costs of Administering the Plan and Trust.**

(a) **Expense of Trustee.** The costs and expenses incurred by the Trustee under the Plan and Trust and the fees charged by the Trustee shall be charged to the Trust Fund.

(b) **Expenses of the Board.** The compensation of the impartial chairman, which shall be in such amount and on such basis as may be determined by the other members of the Board, shall be shared equally by the Company and the Union. Reasonable and necessary expenses of the Board for forms and stationery required in connection with the handling of appeals shall be paid by the Company. The Company members and the Union members of the Board shall serve without compensation from the Trust Fund.

(c) **Cost of Services.** Bank fees, auditing fees (with the exception of an audit at the request of the Company or Union as provided by Section 7.2(b)(2)(L)), and legal expenses incurred in defending the Plan, the Trust, and/or the Board will be withdrawn by the Trustee out of the Trust Fund unless paid by the Company. The Company may initially pay any expense that normally would be a charge on the Trust Fund and later obtain reimbursement from the Trust Fund.

**ARTICLE VIII**

**FUNDING POLICY**

**8.1 Funding Policy.** Except as otherwise provided in this Agreement, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund. The Trustee may invest and reinvest the principal and income of the Trust and keep the Trust Fund invested, as a single fund without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustee shall deem advisable, but subject to the limitation that the assets of the Trust Fund shall be invested pursuant to the following Funding Policy:

(a) **Investment Objective.** The primary investment objective for the Trust Fund is to provide income to support the operations of the Trust Fund. The Trustee is expected to invest in a balanced portfolio in both fixed income and equity securities. A secondary objective is to achieve a reasonable rate of total return (i.e., income plus capital appreciation), in light of economic conditions, over a time horizon of several years with due regard to the safety of funds and protection to the extent possible against inflation.

(b) **Investment Guidelines - Equities.** Equity holdings shall not exceed 30% of the market value of the Trust Fund. The equity portfolio shall be diversified over a broad list of industry groups and economic sectors in accordance with the Trustee's current investment policy. New purchases after the Trust Fund has been initially established shall not exceed 25% of the equity portfolio. Selection shall be made from the Trustee's conservative equity listing.

(c) **Investment Guidelines - Fixed Income.** Fixed income securities shall be diversified over market sectors and maturity years in accordance with the Trustee's current investment policy. New purchases of corporate securities, after the Trust Fund has been initially established, shall not exceed 25% of the fixed income portfolio and must be rated "investment grade" by a major ratings service.

(d) Investment Guidelines - Cash Equivalent. Minimum cash equivalents shall be maintained by the Trustee equal to approximately six months' anticipated cash distributions from the Trust Fund, as scheduled by the Administrator. Cash allocations may be invested in either a money-market fund or direct short-term securities whereby the safety of principal and liquidity are of primary importance.

(e) Investment Performance Review. Investment performance will be reported using AIMR standards, and appropriate benchmark measures, at least annually.

8.2 Trustee's Adherence to Funding Policy. The Trustee's discretion in investing and reinvesting the principal and income of the Trust Fund shall be subject to the Funding Policy described in Section 8.1. The Trustee shall have the duty to act strictly in accordance with such Funding Policy, and with any changes therein as are communicated by the Board to the Trustee from time to time in writing. Until the Board informs the Trustee in writing of any change in the Funding Policy described in Section 8.1, the Trustee may assume that there has been no change in the Funding Policy or the investment objectives of the Trust.

8.3 Investment Responsibility. The Trustee, and not the Company or the Board, shall have the full responsibility for investment of the Trust Fund. All rights associated with assets of the Trust shall be exercised by the Trustee; no such rights shall be exercisable or rest with Retirees or Eligible Dependents.

## ARTICLE IX

### POWERS AND DUTIES OF THE TRUSTEE

9.1 Powers. Subject to the terms of the Funding Policy, the Trustee shall have the following powers with respect to the Trust Fund in addition to those conferred by law:

(a) to sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by private contract

or at public auction; and no person dealing with the Trustee shall be bound to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(b) to make commitments either alone or in company with others to purchase at any future date any property, investments, or securities described in Section 8.1;

(c) to organize corporations under the laws of any state for the purpose of acquiring or holding title to any property for the Trust Fund or to request the Company to appoint another trustee for such purpose;

(d) to retain any stocks or other property received as a result of the exercise of any of the powers herein granted;

(e) to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property held in the Trust Fund;

(f) to make, execute, acknowledge, and deliver any and all documents of deed, contract, lease, mortgage, transfer and conveyance, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(g) to register any investment held in the Trust Fund in its own name or in the name of a nominee and to hold any investment in bearer form, to utilize the services of a depository clearing corporation (such as the Depository Trust Company) to the extent

**10.2 Governmental Rulings.** The Company shall submit the Trust Agreement to the Internal Revenue Service for a determination that the Trust is a qualified voluntary employees' beneficiary association described in Section 501(c)(9) of the Code. In the event that the Internal Revenue Service refuses to issue a favorable determination or should the Internal Revenue Service initial determination qualifying this Trust Agreement as a voluntary employees' beneficiary association be subsequently revoked then:

(a) Notwithstanding any other provisions of this Trust, the Company, with consent of the Union, (which consent will not be unreasonably withheld), may make revisions to the Trust Agreement (consistent with the purposes, structure, and basic provisions hereof), which shall be necessary to obtain any of the rulings referred to in this Section.

(b) Should any ruling described in this Section be made by the Internal Revenue Service in such manner that the Trust Agreement no longer satisfies the provisions of Section 501(c)(9) of the Code and the Trust Agreement cannot be revised as provided in subsection (a) above so as to satisfy the provisions of the Code then all obligations of the Company under the Trust shall cease, and the Trust shall thereupon terminate and be of no further effect (without in any way affecting the validity or operation of the Master Agreement), except for purposes of disposing of the assets of the Trust Fund and the Company and Union's obligation to negotiate with respect to the use of monies that the Company would otherwise be obligated to contribute to the Trust Fund as set forth in Section 14.3. Furthermore, any taxes that the Trust is required to pay as a result of the Trust not being exempt from federal income tax shall be paid from the Trust Fund. If the Company pays additional federal income taxes because the Trust is not exempt from federal income tax, the Trust Fund shall reimburse the Company for such payments.

## ARTICLE XI

### FIDUCIARY OBLIGATIONS

**11.1 Standard of Fiduciary Conduct.** The Trustee shall discharge its duties solely in the interest of the Retirees and Eligible Dependents and:

(a) for the exclusive purpose of providing benefits to Retirees and Eligible Dependents and defraying reasonable expenses of administering the Plan and Trust (including any such expenses incurred by the Administrator or the Board);

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims;

(c) by diversifying the investments of the Trust so as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so; and

(d) in accordance with this Agreement, except to the extent that this Agreement may be inconsistent with ERISA.

**11.2 Prohibited Inurement.** Except as provided in this Agreement, none of the assets of the Trust shall inure to the benefit of the Company, an Affiliate, or any other person except through the payment of Required Payments from the Trust Agreement (including the payment of reasonable Plan and Trust administration expenses). Notwithstanding the foregoing, if the Company makes a contribution to the Trust by a mistake of fact, the contribution (reduced by any investment losses, but not increased by any investment gains) may be returned to the Company within one year after the date of the contribution.

## ARTICLE XII

### ACCOUNTING

12.1 Trust Accounts. The Trustee shall have control of and shall manage the Trust Fund, which shall be held and administered by the Trustee as a single Trust Fund, except that the Trustee shall be required to segregate or invest separately any account so designated by the Administrator.

12.2 Records. The Trustee shall keep accurate and detailed accounts and records of the administration of the Trust. These accounts and records shall be open to inspection at all reasonable times by any person designated in writing by the Company or the Board.

Within 90 days after the close of each Trust Year, the Trustee shall file with the Company a written account setting forth all transactions relating to the Trust Fund, including all investments, receipts, disbursements, and other transactions relating to the Trust Fund, and the cost and market values of the Trust Fund assets at the beginning and end of each month, unless the Company requires more frequent written accounts. Upon request by the Board, annual transaction reports, as described in this Article, will be provided by the Company to the Board.

Within 30 days after the removal or resignation of the Trustee or the termination of the Plan or this Trust, the Trustee shall file with the Company and the Board a written account setting forth all investments, receipts, disbursements, and other transactions relating to the Trust Fund during the period from the last previous accounting to the effective date of such removal, resignation, or termination, whichever is applicable, and also showing the assets of the Trust Fund held at the beginning and end of such period.

## ARTICLE XIII

### RESIGNATION, REMOVAL, AND SUCCESSION OF TRUSTEE

13.1 Resignation. The Trustee may resign at any time by giving 60 days' notice in writing to the Company. In such event, the Company will promptly notify the Board members of the Trustee's resignation.

13.2 Removal. The Company, with the concurrence of the Board, may remove the Trustee at any time by giving 30 days' notice in writing to the Trustee.

13.3 Successor Trustee. In no event shall the resignation or removal of the Trustee terminate this Agreement, but upon such resignation or removal of the Trustee, the Board shall have the duty forthwith of appointing a successor Trustee, who shall have the same powers and duties conferred upon the Trustee hereunder. In the event of the resignation or removal of the Trustee and upon the appointment of a successor Trustee and acceptance of such Trustee, the Trustee shall turn over to the successor Trustee the Trust Fund and all records and other documents pertaining to this Agreement that are in its possession, reserving such sums as the Trustee shall reasonably deem necessary to defray its reasonable expenses in settling its accounts and to pay any reasonable compensation due and unpaid to the Trustee, and if the sums so reserved are not sufficient for these purposes, the Trustee shall be entitled to recover the amount of any deficiency from either the Company or the successor Trustee, or both. To the extent permitted by ERISA, after the Trust Fund has been properly transferred and delivered to the successor Trustee, the Trustee shall be released and discharged from all further accountability or liability for the Trust Fund and shall not be responsible in any way for the further disposition of the Trust Fund or any part thereof. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

13.4 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the Company, acting on behalf of the Board, may in writing waive any

notice of resignation or removal as may be provided hereunder.

#### ARTICLE XIV

##### AMENDMENT AND TERMINATION

14.1 Amendment. This Agreement may be amended in writing at any time or from time to time, in whole or in part, by mutual consent of the Company and the Union, and any such amendment may be retroactive. However, no amendment that affects the rights, duties, or responsibilities of the Trustee shall become effective without the Trustee's written consent. No amendment shall authorize or permit any assets of the Trust or Plan to be used for, or diverted to, purposes other than for the exclusive benefit of Retirees and Eligible Dependents and the payment of reasonable Trust or Plan administration expenses. Except as permitted by Sections 5.2 and 11.2, no amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the Company.

14.2 Termination. The Company may terminate the Plan and/or Trust with the agreement of the Union, in accordance with the terms of this Plan and Trust Agreement.

14.3 Distribution Upon Termination. Notwithstanding any other provisions of this Trust Agreement, if this Trust is terminated for any reason whereby the Company's obligation to make further contributions pursuant to Section 5.1 ceases, the Union and the Company shall negotiate for a period of 60 days from the date of such termination with respect to the use which shall be made of monies that the Company would otherwise be obligated to contribute to the Trust Fund.

Upon termination, the Trust shall terminate in all respects, except that the assets then remaining in the Trust Fund shall be used to pay expenses of administration and to pay Required Payments on behalf of Retirees and Eligible Dependents for a period of one year following termination, if not sooner exhausted. At the expiration of the one-year period, if any assets still remain in the Trust

Fund, the Company and the Union shall endeavor to negotiate a program for the orderly disposition of any remaining Trust Fund assets by applying those assets to provide such benefits to Retirees and Eligible Dependents as may be provided by a "voluntary employees' beneficiary association" (within the meaning of Section 501(c)(9) of the Code). Except as provided by Section 11.2 hereof, under no circumstances shall the termination of the Trust result in a distribution of any portion of the Trust Fund to the Company.

#### ARTICLE XV

##### MISCELLANEOUS

15.1 Governing Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Ohio, except to the extent superseded by ERISA or any other federal law.

15.2 Interpretation. All provisions of this Plan and Trust shall be interpreted and administered in accordance with provisions of ERISA, the Code and the Master Agreement in a manner which will assure compliance of the Plan's and Trust's operation therewith.

15.3 Limited Effect of Plan and Trust. Neither the establishment of the Plan nor the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any amounts from the Trust, shall be construed as giving to any Retiree or Eligible Dependent any legal or equitable right against the Trustee, the Company, the Union, the Administrator, the Board, or any affiliates, director, officer, employee, agent, or representative of any of them, except as may otherwise be expressly provided in this Agreement and except as may otherwise be provided by ERISA. Nothing contained in the Trust, nor the payment of any contributions to the Trust, nor the payment of any benefits on behalf of any Retiree or Eligible Dependent, shall be construed to grant to any such individual any right to be retained in the employ of the

Company or to restrict the right of the Company to discharge any employee regardless of the effect such discharge would have upon him or upon any other person as a beneficiary of the Trust.

**15.4 Liability.** The provisions of these Articles I through XV and, to the extent incorporated by reference in these Articles I through XV, the Master Agreement, Supplement B, and the Memorandum of Understanding, constitute the entire Plan. The provisions of Section 4.1 and Article V, with respect to Company contributions, express each and every obligation of the Company with respect to the financing of the Plan and the Trust Fund. The Company shall not be obliged to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of securities held in the Trust Fund (other than as contributions by the Company that may be required under the provisions of Section 4.1 or Article V), and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

Except as otherwise provided under applicable federal law, the Board, the Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

Notwithstanding the above provisions, nothing in this Section shall be deemed to relieve any person from liability for willful misconduct or fraud.

**15.5 Fiduciary Duties.** Nothing in this Agreement shall relieve or be deemed to relieve the Trustee or any other fiduciary from any responsibility or liability for any responsibility, obligation, or duty imposed by or under ERISA.

**15.6 Multiple Fiduciary Capacities.** A person may serve in more than one fiduciary capacity hereunder.

**15.7 Documents.** The benefits offered under this Plan may be the subject of separate insurance contracts, trust

agreements or administrative services contracts. Any such other insurance contracts, trust agreements or contracts are incorporated herein by reference.

**15.8 Satisfaction of Claims.** Any payment to any Retiree or Eligible Dependent, or to their legal representative, or to any service provider in accordance with the provisions of this Plan and Trust shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Administrator, Claims Administrator and the Company, any of whom may require such Retiree, Eligible Dependent, legal representative or service provider, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Claims Administrator, Administrator, or the Company, as the case may be.

**15.9 Benefits Adjustment.** If a Retiree or Eligible Dependent, in his application for benefits under the Plan and Trust, or in response to any request of the Board, Company, or Claims Administrator for information, falsifies or omits any material fact or facts, knowingly or unknowingly, or should the Board, Company, Claims Administrator, clerk, or other person effecting the calculations of benefit payments under the Plan or Trust, make an error, the Board shall adjust his benefit payments by such amount and shall promptly rectify any error in such payments as may have resulted from such falsification, omission, or error.

If the Company or the Board determines that any benefits paid under the Plan or Trust should not have been paid, or should have been paid in a lesser amount, written notice thereof shall be mailed to the Retiree or Eligible Dependent receiving the benefits, and he shall return the amount of overpayment to the Trustee or Company, whichever is applicable. If the Retiree or Eligible Dependent shall fail to return such amounts promptly, the Trustee or Company shall arrange to reimburse the Trust Fund for the amount of overpayment by making a deduction from any future benefits otherwise payable to the Retiree or Eligible Dependent under the Plan.

**15.10 Benefit Payments to Other Than Retirees and Eligible Dependents.** The Trust Fund will pay health

benefits only on behalf of the Retirees and Eligible Dependents.

15.11 Subrogation. In the event that a Retiree or Eligible Dependent shall have any claim, right or cause of action against any other person for a payment made under this Plan or Trust, this Plan and/or Trust shall be subrogated to such person's claim, right or cause of action. Any such Retiree or Eligible Dependent shall cooperate with the Claims Administrator and shall take any and all actions necessary or beneficial to perfect the Plan's or Trust's rights with respect to such other person.

15.12 Nonalienation of Benefits. Neither the benefits payable from the Plan nor any assets of the Trust shall be subject to any manner of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, except pursuant to a qualified medical child support order as provided in ERISA Section 609, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute, levy upon, or otherwise dispose of any right to benefits payable under, or any interest in, the Trust Fund shall be void. Neither the Trust Fund nor the Trustee shall in any manner be liable for, or be subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits from the Plan.

15.13 Severability. If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement but shall be fully severable, and this Agreement shall be construed and administered as if said illegal, invalid or unenforceable provision had never been inserted herein.

15.14 Impossibility. In the event that it becomes impossible for the Company or the Administrator to perform any act under this Plan or Trust, that act shall be performed which, in the judgment of the Company or the Administrator, as the case may be, and with the concurrence of the Union, will most nearly carry out the intent and purpose of this Plan and Trust.

15.15 Number. The singular herein shall include the plural, or vice versa, wherever the context so requires.

15.16 Gender. A pronoun in the masculine, feminine or neuter gender shall be deemed where appropriate to include also the masculine, feminine or neuter gender.

15.17 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

15.18 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Company and its successors, the Trustee and its successors in Trust, the Union and its successors, and the Retirees and their Eligible Dependents, and their respective heirs, personal representatives, successors and assigns, in accordance with and subject to the terms hereof.

APPENDIX A

Base Rates

Monthly Amounts

Population Groupings

Retiree and Eligible  
Dependents not eligible for  
Medicare

\$241.00

- Single Rate

\$444.00

- Family Rate

Retiree and Eligible  
Dependents eligible for  
Medicare

\$ 62.00

- Single Rate

\$136.00

- Family Rate