

COLLECTIVE
AGREEMENT

between



DANA CANADA INC.
BOSTONWEATHERHEAD DIVISION

and

THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
LOCAL LODGE NO. 1804

Expires Midnight May 15th, 2000

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COLLECTIVE AGREEMENT

BETWEEN

DANA CANADA INC., BOSTON **WEATHERHEAD** DIVISION, of the City of St. Thomas, in the Province of Ontario, hereinafter called the "Company".

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, a voluntary Association of Employees representing the Employees of the Company through its Local Lodge No, 1804, hereinafter called the "Union".

WHEREAS the Company and the Union made and entered into a collective agreement the **4th** day of June 1996, and whereas, following timely notice of a desire to change the agreement in certain respects, the representatives of the Company and of the Union have met, negotiated and agreed upon the terms of a new agreement as follows:

Purpose

1. The general purpose of this agreement is to maintain formal relations between the Company and its employees and to continue to provide machinery for the prompt and equitable adjustment of grievances and to provide for working conditions, hours and wages applicable to all employees who are subject to the provisions of this agreement.

Recognition

2. The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all of its production and maintenance employees in St. Thomas Ontario, excluding the following classifications of employment which are not subject to the provisions of this agreement, namely: executive administrative and professional employees; office and clerical employees, including timekeepers, superintendents, supervisors, foremen; and those having authority to exercise discipline over employees on behalf of the Company.

3. The Company will supply the Union with a list of superintendents, foremen, supervisors and other persons with authority to exercise discipline, and will indicate by proper titles such authority.

Union Security

4. All employees covered by this agreement as a condition of employment shall be members of the Union in good standing in accordance with the Constitution and the By-Laws of the Union and remain so for the duration of the agreement.

5. New employees hired after the effective date of this agreement and employees transferred into the bargaining unit after the effective date of this agreement must join the Union upon the completion of their probationary period and maintain their membership for the duration of this agreement.

Union Dues

6. (a) Whenever during the terms of this agreement any employee individually signs and presents or causes to be presented to the Company an authorization in the following form:

To: Dana Canada Inc., Boston Weatherhead Division, St. Thomas, Ontario

Date

The undersigned hereby voluntarily authorizes you to deduct from my first pay each month hereafter union dues at the rate as set forth in accordance with the Constitution of the International Association of Machinists and Aerospace Workers, and the By-Laws of Local Lodge No. 1804, International Association of Machinists and Aerospace Workers, and to pay to the Financial Secretary of said Local Lodge.

The Company, during the term of this agreement, will deduct from said employee's first pay of the month, after thirty (30) calendar days of employment and following receipt of said authorization one (1) month's dues, and thereafter, during the term of this agreement, from the first pay of each succeeding month, the amount of said monthly dues as long as said authorization shall remain in effect.

(b) Before the end of the same month in which they are deducted the Company will pay to the Financial Secretary of the Local Union the full amount of the dues so deducted, furnishing therewith a list showing the clock number and name of each employee from whose pay deductions are made, and the amount of the deduction from the pay of each employee.

Reservation of Management Rights

7. Nothing in this agreement shall be interpreted as limiting the Company in any way in the exercise of the regular and customary functions of Management, including the extension, limitation, curtailment or cessation of operations, and the Union recognizes that the schedules of production, the methods, processes and means of manufacture are solely and exclusively the responsibility of the Company.
8. No grievance shall be considered which usurps Management's function.
9. The Company reserves the right to make and alter, as deemed necessary, rules and regulations to be observed by the employees, such rules and regulations not to be inconsistent with this agreement.
10. The Union recognizes the right of the Company to hire, promote and transfer. Also layoff, suspend, discharge or discipline any employees for just cause subject to the right of the employee or employees to lodge a grievance to the extent herein provided.

Relationship

11. The terms and conditions of this agreement will apply to all employees who are subject to the provision thereof.
12. Subject to paragraphs 4 and 5, both inclusive, of this agreement there shall be no discrimination, interference, restraint or coercion exercised or practiced by the Company, its representatives, or by the employees with respect to any employee because of his or her membership or non-membership in the Union.
13. The Union agrees there will be no Union activity on Company time, and no meetings on the Company premises except with the permission of the Company.
14. The Company will grant a leave of absence to not more than one employee at any one time to serve in a full time position with the International Local Union or District Lodge. Such leave of absence shall be requested by the Union in writing and shall be for a period of up to two (2) years. Such leave will be extended for a further two (2) year period. Upon return from leave, the employee shall return to his former classification and the junior person in the department shall be displaced.

No Strikes or Lockouts

15. The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production, and that if any such collective action should take place, the President of the Local Lodge and the Plant Committee will instruct its members to carry out the provisions of this agreement and return to work and perform their duties in the usual manner.

Plant Committee

16. The Union shall appoint or otherwise select a plant committee to be composed of and not to exceed six (6) members plus the Local Lodge President. It is understood and agreed that at no time will this committee be composed of less than three (3) members plus the President.

The Company will recognize and bargain with said committee on any matters properly arising from time to time during continuance of this agreement.

No more than two (2) committee persons to come from one (1) department.

17. The Union **recognizes** and agrees that the members of the Plant Committee have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this agreement. Members of the Plant Committee and the President of the Union shall be paid at their respective hourly rates for time used by them during their regular shift in meetings with the Management, provided that such employees shall not be paid for any time lost while participating in an arbitration proceeding.

18. Before leaving their regular duties to conduct Union business, a Committee Person must obtain the permission of their supervisor to do so. They must also report to the supervisor of any department they think it necessary to visit, stating their reasons for doing so and securing permission. At the conclusion of their business they will notify their supervisor.

19. The Union agrees to supply the Company with the names of the employees who are members of the Plant Committee and will keep such lists up to date.

20. (a) The President of the Union, during his term of office shall be employed exclusively on the day shift, unless mutually agreed upon by the Union and the Company to do otherwise.

(b) Members of the Plant Committee, the President of the Local Union, the Secretary Treasurer, and the Recording Secretary of the Local Union will be retained in the employ of the Company in their department during their respective terms of office, notwithstanding their positions on the seniority list so long as the Company has work which they are qualified and willing to perform. A Committee person can be laid off when they are the last person in the department when work becomes unavailable or the department closes, and then they can exercise their seniority rights as per above.

Grievance Procedure

21. If an employee (or employees) has any complaint or question he wishes to take up with the Company, the employee shall confer with his immediate Foreman. His Plant Committee person may accompany the employee if the employee requests his assistance. The decision of the Foreman shall be given within twenty-four (24) hours. Failing a settlement satisfactory to the employee concerned, the matter shall then become a grievance, provided it is reduced in writing as a grievance (a) within three (3) working days of the answer of the Foreman to the complaint and (b) within two (2) weeks of the time the facts giving rise to the grievance became known to the employee or the Union or should have become known with the exercise of reasonable attention.
22. Step No. 1. The grievance shall be reduced to writing on a triplicate grievance form provided by the Company and signed by the Committee person and the employee and handed to the Foreman concerned, who shall then give his answer in writing and return same to the Committee person within three (3) working days.
23. Step No. 2. If the written decision of the Foreman is not satisfactory to the employee, the Committee person shall then refer the grievance to the Human Resources Manager and/or his designate who shall, within three (3) working days of the date he received the grievance, record his decision on the triplicate grievance form and deliver one (1) copy to the Committee person, and one (1) copy to the Foreman and one (1) copy to the Human Resources Manager and/or his designate.
24. Step No. 3. If the Human Resources Manager and/or his designate's decision resulting ~~from~~ Step 2 is not satisfactory to the employee then the grievance shall be referred by the Plant Committee to the Management of the Company who will meet and discuss it with the Committee. At this meeting any Grand Lodge or District Lodge representative of the Union may be present if his presence is requested by either the Union or the Company. Within three (3) working days of the conclusion of the conference the decision of Management shall be recorded on the triplicate grievance form and one (1) copy shall be given to the Committee person, one (1) copy shall be given to the Foreman and one (1) to the Human Resources Manager and/or his designate.
25. Step No. 4. In the event the grievance is not satisfactorily adjusted by the foregoing procedure, it may be submitted to arbitration on written notice by the Union to the Company. An Arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an impartial arbitrator, they then shall mutually request the Ministry of Labour Arbitration Services to furnish a panel or panels of five (5) arbitrators. The party requesting arbitration shall strike out two (2) of the submitted names. The other party shall strike out two (2) of the remaining names. The person whose **name** remains shall be the sole impartial arbitrator. The Arbitrator shall schedule a hearing and hear the evidence and representations of both parties and shall render a decision as soon as possible. The decision of the Arbitrator shall be final and binding upon both parties to this agreement. He shall not have jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this agreement.

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

No grievance shall be considered by the Arbitrator unless it has been properly carried through Step 3 of the grievance procedure.

26. Any grievance including arbitration which is not appealed at any step within three (3) working days of the answer given at such step shall be considered settled on the basis of the decision last made and shall not be eligible for appeal. Any of the time limits established in the Grievance Procedure may be extended by mutual agreement expressed in writing.

Discharge Cases

27. (a) When an employee with seniority is requested to attend a conference with the Human Resources Manager and/or his designate for the purpose of discipline or is the subject of a written disciplinary warning, suspension, or discharge, he will be informed of his right to request the presence of a plant Committee person before he is required to leave the plant premises or accept the written disciplinary warning or be subject to a recorded verbal warning. No such discipline will take place without the presence of a Committee person if so requested, by the employee, when one is available in the facility. As soon as possible but not later than the second working day after a discharge or suspension, notice thereof will be given to the President of the Union or a Plant Committee person. Any claim by an employee that he has been unjustly discharged or laid off from his employment shall be treated as a grievance, but a written statement of such grievance must be lodged by the employee with the Human Resources Manager and/or his designate within three (3) working days after the employee ceases to work for the Company.

(b) If the employee's claim is found to be justified, then he shall be reinstated in his employment with such compensation for time lost as may be agreed upon or determined by an Arbitrator at not more than his straight time rate and with no loss of seniority rights.

(c) With reference to disciplinary matters which normally require progressive discipline, the Company agrees that discipline for attendance will be separate from all other discipline which will be collective. If an employee maintains his record clear of disciplinary actions for attendance for a period of twelve (12) consecutive months, future recorded discipline will commence with a recorded verbal warning. If an employee maintains his record clear of disciplinary actions for any other reason for a period of six (6) consecutive months, future recorded discipline will commence with a recorded verbal warning.

(d) Failure to call in to notify of absence for any reason from day one may result in being subject to discipline.

(e) Disciplinary systems will be as follows:

- Recorded Verbal Warning
- Written Warning
- 3 Day Suspension
- 5 Day Suspension
- Discharge

The Company may see fit to implement the disciplinary system at any level. in accordance with the severity of the infraction. Drinking, fighting or drugs on the premises will result in immediate discharge.

Safety Special Clothing, Shop Rules

28. A Joint Health and Safety Committee will be appointed in accordance with the Provincial Health and Safety Act. Safety and housekeeping tours of the plant will be made monthly.

29. Where the nature of the task assigned to an employee requires the use of special equipment or special protective clothing, such special equipment and special protective clothing, such as goggles, gloves, aprons, dust cloths, and rubber boots, will be provided by the Company. The Company will provide \$50.00 per year towards the cost of safety shoes.

30. The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machine equipment and plant facilities and the terms and conditions upon which special clothing is issued to employees.

Seniority

31. Each of the parties hereto recognizes that the employees are entitled to an equitable measure of security based upon length of service.

32. The Company will continuously maintain accurate records of seniority of each employee, and such records shall be continuously available.

33. A probationary period of ninety (90) calendar days within a period of six (6) consecutive months shall be established for new employees. At the expiration of the probationary period an employee shall acquire seniority as of the date of his latest employment in the plant. During such probationary period the Company may suspend or discharge an employee with just cause and a suspension or discharge shall not be made the basis of any claim or grievance against the Company.

Loss of Seniority

34. An employee shall lose his seniority standing and all rights and shall cease to be an employee of the Company and his name shall be removed from all seniority lists, for any of the following reasons.

(a) If the employee voluntarily quits, retires or is discharged from the employment of the Company and such employee is not reinstated pursuant to the provisions of the Grievance Procedure.

(b) If the employee has been laid off, and, having been requested by registered mail addressed to his last address as furnished by him to the Company: fails to return to work within three (3) working days after delivery of his notice to said address or within any longer period arranged for good reason by the employee and the Company.

(c) If the employee overstays a leave of absence granted by Management in writing without securing an extension of such leave.

(d) If the employee is absent for three (3) consecutive working days without notifying the Company, unless the employee can substantiate it was impossible to so report or notify the Company.

(e) If the employee is absent from active service for any reason for a continuous period of 2 years or the length of his continuous service, whichever is shorter.

(f) If the employee accepts other employment while on leave of absence, unless with the prior consent of the Company and the Union.

Leave of Absence

35. When requests are made in advance, absences of not more than one (1) week may be excused by the Foreman without a written leave of absence. Employees may not be absent for longer than one (1) week unless they have been granted a written leave of absence. When leaves are granted they will be with accumulated seniority.

36. Employees who have attained seniority status are granted leaves of absence when such absence is made necessary because of bona fide illness or injury. The said employee must mutually agree to a return to work date with the Company and provide medical evidence that an extension of said leave is necessary if unable to return to work on the agreed date.

37. Leaves, for reasonable periods may be granted for legitimate personal reasons under unusual circumstances. Each such request will be reviewed in the light of the employee's length of service and the urgency of the reason for the request. Pregnancy and Parental Leave shall be in accordance with the Employment Standards Act. Employees returning from leave of absence will return to their former job classification within their department, provided they are physically able to perform the work.

38. The Company will grant leave of absence without pay for reasonable periods to not more than three (3) employees to serve as delegates of the Local Lodge for the transaction of Union business. The Company will continue the practice of granting leave to additional employees to transact Union business when the need arises.

Request for leave will be made a minimum of twenty-four (24) hours prior to requested leave.

Layoff Procedure

39. When a layoff occurs the following procedures shall apply:

(a) Management will determine the number of employees needed in the plant. Employees will then be laid off in order of seniority starting with the most junior employee in the plant and so on until the number of employees needed in the plant is reached. Management will then determine the number of employees needed in each department and classification. The junior employee in the department and classification will be laid off and must sign a bump form within a twenty-four (24) hour period upon notification of layoff.

(b) Bumping will be allowed across departments according to seniority. The employee will take the rate of pay for the department and classification that they bump. Employees will be allowed one bump only.

(c) To bump the Maintenance department you must have the seniority and be certified. Non-certified employees that are currently grandfathered into that cell will continue to be so, but may be bumped by employees who have the seniority to do so and previously held the classification.

(d) In the event of any layoff, an employee who exercises his/her bumping rights and cannot perform the duties of the job in any department to which they bump, it is agreed that it is the responsibility of management to train them for that job. An employee will have thirty (30) working days of training.

40. (a) When calling back employees to employment after a layoff the senior person on layoff will be recalled to the first available opening in any given department.

(b) To be eligible for recall to the Maintenance department the employee must possess the department requirements.

(c) If an opening becomes available in a department from which there is a senior person displaced or laid off, that senior person will be recalled to the opening. See paragraph (d) for right to refuse.

(d) You may refuse a recall if you are an employee on layoff outside the plant and the recall is not for both your home department and original classification. You will then remain on layoff outside the plant until there is an opening in your home department and original classification, unless you inform the H/R department in writing that you will accept the next available opening.

You may refuse a recall if you are displaced inside the plant from your home department and your original classification if the recall is not for both your home department and your original classification. You will then remain displaced inside the plant until there is an opening in your home department and original classification, unless you inform the H/R department in writing that you will accept the next available opening in your department.

If you refuse a recall for both your home department and your original classification regardless if you are on layoff or displaced, you are deemed to have quit.

Job Posting

41. The Post and Bid System will operate in accordance with the following:

(a) Whenever a new job is created or a vacancy occurs the Company shall post a notice on the bulletin board for a forty-four (44) hour period.

(b) All subsequent permanent openings will be posted in any department resulting from the opening in (a) above being filled. Qualification for the openings posted will not be inconsistent with the previous postings for similar openings.

(c) The most senior employee applying for the posted opening will be awarded the job and will be so advised within one (1) week of the date that the posting comes down. The candidate becomes a successful bidder at the time that they accept the opening. Within two (2) weeks after selection, the employee will be placed in the opening. The employee may be retained in his/her old position for another four (4) weeks, if so, the employee will be paid the rate of their old position or the rate for the new opening, whichever is higher. If at any time the opening is canceled before the employee is placed in the opening the employee's rate of pay will revert to his/her old rate. If the position(s) are not filled, the Posting will become void after thirty (30) calendar days; unless, the company is in the immediate process of filling the position or by mutual agreement between union and management.

(d) The Company will provide to the Plant Committee Chairperson a copy of all postings. The Company will also provide the Union with a copy of the names of employees who bid on the postings and also the name of the successful bidder.

(e) During the first thirty working days in the posted position, the successful bidder will be on probation and training. During this period, the Company will evaluate the successful bidder's suitability for the position. The decision concerning suitability for the job will be at the total discretion of the Company. If at any time during the thirty (30) day work period, the successful bidder requests to return to his former position, or the Company decides that the successful bidder is not suitable for the position, they will be returned to their former position, and all position moves resulting from the posting will be reversed. It is understood that this reversal may result in the layoff of someone who has been hired as an indirect result of the posting.

(f) Should a successful bidder disqualify himself before being placed on the job, or the Company declare that he is not suitable for the job, then the position will be awarded to the next most senior employee on the list until the list is exhausted.

(g) Where an employee has been awarded a job as a successful bidder, but the job is canceled before he is placed on it, he will be regarded as the successful bidder should the job become available again within six (6) months of the date it was canceled. He shall also retain his right to accept or reject the job at that time if he has successfully bid on another job during the interim.

(h) As per Schedule "A", the Technician Trainers will be required to learn to set up all the equipment in their department and to train all other Technicians. For future needs in this classification, the Company and the Union will agree on the wording and the requirements in the posting, to facilitate as best as possible the selection of the successful candidate by seniority.

Transfers

42. Transfers to job openings through postings shall be based on seniority and the successful bidder will be deemed suitable or unsuitable within thirty (30) working days.

43 (a) The Company may move employees within their departments and such movement will not constitute a layoff or transfer.

(b) Temporary manpower transfer requirements between departments not to exceed a thirty (30) work day period may be filled by the Company without posting. However, if at any time the situation changes so that it can be determined the temporary requirements will exceed a thirty (30) work day period the department requirement will be posted immediately. The Company also agrees there will be no repeated temporary department transfers so as to avoid a posting; the experience gained by an employee through temporary transfer will not be used as a basis for awarding a future posted department opening to that employee. Department openings created as a result of granted leaves of absence will not be posted. Should a temporary transfer last more than 10 days, a senior employee can request to return to their department and classification and be replaced by a junior employee in that department and classification providing they are capable of performing the job.

44. If an employee is temporarily transferred by Management for its convenience by reason of a manpower need or a work shortage to a department with a different wage rate, the employee will be paid his old department rate or the new department rate; whichever is higher.

45. (a) **If** an employee is transferred to a position outside the bargaining unit he shall retain, while so employed, all the seniority which he had at the time of his transfer. If an employee is returned to the bargaining unit within six (6) months of the date he is transferred out, he will be placed on a job opening in keeping with his qualifications and seniority.

(b) This paragraph pertains to employees transferred outside the bargaining unit following the signing of the collective agreement dated May 16, 1996 and into the future only. After six (6) months an employee who had previously been transferred to a position outside the bargaining unit can only return to a vacancy in the bargaining unit providing no one in the bargaining unit is on layoff. If there is no vacancy they will be laid off. In any instance they will lose all their seniority and their name will be placed at the bottom of the seniority list for a future recall.

Notice Board

46. The Company agrees to establish a notice board in the plant for the posting of such official Union Notices as are approved by the Human Resources Manager and/or his designate. Approval of such notices will not be unreasonably withheld.

Premium Pay

47. (a) Time and one-half shall be paid for all time worked, i.e. over eight (8) hours in any one day, time and one-half for all hours worked on Saturday, double time shall be paid for all time worked on Sunday.

(b) In all cases, Saturdays, Sundays and Holidays shall be considered as extending from midnight to midnight.

Overtime

48. (a) The Company will advise the employees concerned of weekend overtime on the previous Thursday whenever possible.

(b) Overtime and the opportunity to work overtime shall be distributed as equally as practicable amongst the employees within their respective classifications and departments. However, overtime within a classification will not show an imbalance to the amount of thirty-six (36) hours. Failure to adhere to the thirty-six (36) hour provision will result in the affected employees being paid the appropriate hours at the applicable rate.

(c) Overtime in a classification and a department will be recorded and posted on a weekly basis in each department.

(d) Any employee who is asked to work overtime and fails to show up for said overtime will have those hours charged as double overtime hours.

- (e) ♦ Overtime lists will be posted in each department with running totals.
- The hours each employee works will be recorded and identified differently than the hours turned down by each employee.
 - Overtime will be offered to the employee with the lowest amount of overtime in each classification and department regardless of shift.
 - Any employee changing departments or classification or hired into a department or classification that becomes subject to overtime will take the average hours of overtime of all the employees in that classification and department.
 - Any employee coming back from A & S or WSIB who is outside the 36 hours will take the average hours of overtime of all the employees in that classification and department.
 - Overtime that is offered and turned down 24 hours previous to the overtime will be counted as worked;
 - Overtime that is offered and turned down in less than 24 hours to the overtime will not be recorded as worked.
 - Hours will be recorded as worked according to the hours payable (time and a half or double time).
 - Any employee committing to overtime at anytime and after being scheduled fails to come in to work will be recorded as having worked double the payable hours.
 - Clause 48b of the collective agreement is payable only on actual payable hours worked and not on the failed to show up hours as 36 hours could be recorded as worked for a single employee in one day on a no show.
 - Any person scheduled for a weeks vacation will be asked to work overtime but will not have it counted as worked if turned down the weekend before or after the vacation.
 - Overtime even if agreed to and scheduled can be turned down or canceled and not be recorded as worked in the case of a bereavement for those relatives listed in the collective agreement.
 - All overtime shall be voluntary.

49. In the event the Company engages in any continuous seven (7) day operations (including weekend shifts) during the term of this agreement, then the provisions under this title shall be subject to re-negotiation with respect to the employees engaged in such operations.

Pay for Holidays Not Worked

50. The following will be recognized as Plant Holidays,

For the year: May 16th 1999 to May 15th, 2000
Victoria Day - May 24, 1999
Canada Day - July 2, 1999
Civic Holiday - August 2, 1999
Labour Day - September 6, 1999
Thanksgiving - October 11, 1999
Day before Christmas - December 24, 1999
Christmas Day - December 27, 1999
Day after Christmas - December 28, 1999
Christmas Floater Holiday - December 29, 1999
Christmas Floater Holiday - December 30, 1999
Day before New Years - December 31, 1999
New Years Day - January 3, 2000
Good Friday - April 21, 2000

Each employee who does not work on a Plant Holiday shall be entitled to eight (8) hours pay at straight time at his regular hourly rate providing each and all of the following eligibility requirements are met.

(a) He has worked his full shift the last scheduled work day before the holiday and works his full shift the first scheduled work day after the holiday. He will be considered to have worked a full shift provided he is not more than one (1) hour late for the start of his shift. This requirement shall be enforced so as to prevent payment of holiday pay to those with no legitimate excuse for not complying therewith and not to deny holiday pay to those having a legitimate excuse for not complying with this particular requirement. The Company and the Union may require reasonable proof of the facts asserted as a legitimate excuse.

(b) In case of consecutive holidays - an employee who is absent with no legitimate excuse either the day before or the day after a holiday period will forfeit one day holiday pay. If he is absent both the day before and the day after a holiday period with no legitimate excuse he will forfeit two (2) holiday's pay.

(c) Time and one-half shall be paid for all time worked on the paid Statutory Holidays indicated in Paragraph 50.

(d) If a holiday occurs on Saturday or Sunday, the day observed by Government Proclamation or such other day as mutually agreed upon thereto shall be considered the holiday.

51. An employee who works on any of the statutory holidays named above shall receive the holiday pay provided above, if he is otherwise eligible, in addition to the rate payable under Paragraph 47 (b) hereof. No holiday compensation shall be paid to any employee failing to work as scheduled. Absence from work without permission the last scheduled work day before or the next scheduled work day following the day observed as the holiday will result in forfeiture of holiday pay and employees on leave of absence or not working for two (2) consecutive weeks, one (1) of which is the week in which the holiday is observed will not be paid for such holiday. Employees on paid vacation will receive pay for any holiday named in paragraph 50 that occurs during their paid vacation period.

Vacations

52. Each employee on the payroll of the Company, June 30th shall receive a vacation on the basis of one (1) day for each full month of continuous employment prior to the commencement of the current vacation year to a maximum of ten (10) days. A week of vacation shall consist of five (5) days, Monday to Friday, inclusive.

(a) Vacation pay shall be a percentage of the wages received by the employee during the twelve (12) months immediately preceding July 1 st including pay for statutory holidays but excluding gift bonuses. Vacation pay for employees with less than one (1) year service preceding July 1st, including pay for statutory holidays, immediately prior to July 1st shall be 4%.

(b) All employees who have completed one (1) year or more of continuous service with the Company immediately prior to July 1 st shall receive vacation and vacation pay according to the following schedule.

1 year but less than 3 years - 2 weeks - 4%
3 years but less than 5 years - 2 weeks - 5%
5 years but less than 11 years - 3 weeks - 6%
11 years but less than 15 years - 3 weeks - 7%
15 years but less than 24 years - 4 weeks - 8%
24 years but less than 25 years - 4 weeks - 10%
25 years or more - 5 weeks - 10%

(c) The Company shall determine the period when each employee shall take his vacation but such period shall not be later than twelve (12) months after the conclusion of the working year of the employee, provided the Company does not schedule a three (3), four (4) or five (5) week vacation shutdown. Employees who qualify for three (3), four (4) or five (5) week vacation shall notify the Company before January 10th of the vacation year when they desire to take their third (3rd), fourth (4th) or fifth (5th) week of vacation, the time to be mutually agreed upon between the Company and the employee. Vacation pay will be paid in the week that it is taken as vacation. Vacations are compulsory and must be taken, excepting the fourth (4th) and fifth (5th) week.

(d) On request, the Company shall give each employee whose employment is discontinued by the Company or who leaves the employ of the Company during the term of this agreement, having completed at least three (3) months of employment, vacation pay in the full amount to which he is then entitled, less all proper withholding.

Schedules

53. Attached hereto, marked "Schedule 'A'" and made part of this agreement is the schedule of the cells and of the rates applicable thereto effective May 16th, 1996.

54. Inventory performed on Monday to Friday will be offered to employees according to the highest seniority. In the event that more people are required employees shall be scheduled from the lowest seniority. If enough employees volunteer from another shift to work the Monday to Friday shift scheduled for inventory, employees on that shift will be allowed to remove themselves from inventory according to seniority; with a granted "inventory" leave of absence. Inventory work performed after completing an eight (8) hour shift or on a Saturday or Sunday will be subject to overtime rates and shall remain voluntary.

55. Attached hereto, and marked Appendix "A" and made a part of this Agreement is a schedule covering Group Insurance Benefits.

Supervisors

56. The parties agree that the primary duty of supervision is to supervise and train. It is further agreed that supervisors will not enlarge upon the privilege of working in cases of training, development work, instruction, experimental work, trying out and setting up of new or altered equipment, or emergencies such as might result from equipment failure, employee absence, shipping deadlines. Working in these instances shall not be construed to mean regular production commitments, nor would any emergency exist if there are qualified bargaining unit employees available to do the work without sacrificing other necessary production.

Call-In Pay

57. Any employee who is scheduled to report for work, without having been notified that there will be no work, and having reported, is prevented from working through conditions within the Company's control, shall be paid for a minimum of four (4) hours worked at his prevailing rate. The report in pay provisions of this article shall not apply if strikes or work stoppages, at the St. Thomas plant, failure of power beyond the control of management, or acts of God interfere with work being provided. Any employee who, having worked his regular shift and gone home is called back to work, shall be paid four (4) hours minimum at straight time or the overtime equivalent, whichever is higher.

58. Each shift normally shall consist of eight (8) hours of work. Except in circumstances beyond the Company's control making it impracticable to permit rotation, all employees assigned to jobs on a two (2) or three (3) shift basis shall rotate shifts either on a weekly or a bi-weekly basis, according to the schedule posted, provided, however, that this provision for rotations shall not be applicable in situations where the employees effected agree not to rotate shifts. Employees on the second (2nd) or afternoon shift shall be paid a bonus at the rate of twenty-two (\$0.22) per clock hour; (effective May 15/97 thirty cents (\$0.30) per hour) and employees on the third (3rd) or midnight shift shall be paid a bonus at the rate of twenty-six cents (\$0.26) per clock hour; (effective May 15/97 thirty-five cents (\$0.35) per hour) for each clock hour or fraction thereof of work performed on that shift. Employees on continuous operations where lunch period relief is not provided and on three (3) shifts where overlapping is not possible, an eighteen (18) minute paid lunch period at the employee's regular hourly rate will be allowed. Four days notice will be given for shift changes, other than your normal shift change, unless mutually agreed upon by the employee and the Company.

HOURS OF WORK

Employees on a normal two (2) shift operation, the hours shall be 7:00 a.m. - 3:30 p.m. and 3:30 p.m. - 12:00 midnight, including a 30 minute lunch break and two (2) coffee breaks of twelve (12) minutes each. Existing practices will apply.

Employees on a normal three (3) shift operation, the hours shall be 7:00 a.m. - 3:00 p.m.; 3:00 p.m. - 11:00 p.m.; and 11:00 p.m. - 7:00 a.m., including an eighteen (18) minute paid lunch at the employees regular hourly rate of pay and two (2) coffee breaks of twelve (12) minutes each. Existing practices will apply.

Automatic Progression System

59. All employees on probation for whatever reason will complete their probation or training at the current rate of the job.

Insurance Program and Pension Plan

60. The parties have provided for Group Insurance and Pension Plans by separate agreement.

The agreed upon Pension is in addition to the Canada Pension Plan.

Pension Highlights

Normal Pension

Effective May 16, 1993 - \$16.50 all past service

Effective January 1994 - \$18.50 future service

Employees age 50 with 10 years of service [floor of) as of June 3 1996 only.

May 15/96 \$20.00 all years

May 15/97 \$22.00 all years

May 15/98 \$24.00 all years

3% defined contribution plan starting Jan, 1st.1997

(earnings include vacation pay, holiday pay and excludes overtime and cola)

Disability Pension

Eligibility age forty-five (45) with ten (10) years service, \$23.50 per month per year of service. Reduced to normal pension if entitled to disability benefits under government legislation.

Early Retirement

At or after age fifty-five (55) with two (2) years credited service. Pension reduced by 4/10% of 1% for each month prior to sixty-five (65).

Spouse Option

90-60

Automatic pre-retirement Surviving Spouse Pension

Vesting Rights

Certificate of Vesting

Vesting occurs after completion of 2 years credited service after January 1, 1987.

Cost of Living

61. (a) In the event that Statistics Canada or a successor Government Agency either discontinues publication of the current Price Index or changes the form and/or method of calculation of the Consumer Price Index and publishes a new index which differs from that defined previously in this Article, the Company and the Union shall enter into immediate negotiations with respect to maintaining the full protection originally intended by the negotiations of the Cost of Living provisions. In the event the parties are unable to agree, this dispute shall be submitted to final and binding arbitration as provided for in this agreement. The cost of living allowance will be paid in accordance with the changes in the "Consumer Price Index" published by Statistics Canada on the basis of 1986 .12 equals \$0.01.

(b) Effective June 3, 1996, 18 cents will be added to each person's base rate.

Cost of Living

IN THE FIRST YEAR AND FOR THE LIFE OF THIS AGREEMENT

Using the C.P.I. for April 1996 as the base, COLA adjustments will be calculated at quarterly intervals on the basis of 1 cent for each .12 change in the C.P.I.

The cost of living in all cases shall be considered as an add on for hours worked. It is understood that hours paid but not worked such as holiday pay, vacation pay, bereavement pay, jury duty pay, etc., shall be considered as hours worked for the purposes of this Article.

No retroactive adjustment shall be made in the amount of the cost of living due to any revision which may later be made in published figures of the "Consumer Price Index," by Statistics Canada.

Jury Duty Pay

62. A full time employee who has completed his probationary period and who performs jury service during a regular work week, Monday to Friday, inclusive, will be paid for each such jury service on which he would have been scheduled to work, the hourly rate of his pay for eight (8) hours. In order to qualify for pay under the provisions of this paragraph, an employee shall present to the Company satisfactory evidence of performing jury service. While on jury service an employee may, at the discretion of the Company, be assigned to work on the day shift from Monday to Friday, inclusive, and in such case shall be at work during such working hours when not on jury duty.

Employees who are subpoenaed as a Crown Witness will be paid in accordance with the above.

Bereavement Leave

63. The Company will grant a paid leave of absence for up to three (3) days, to an employee, in the case of death of his mother, step-mother, father, step-father, brother, sister, child, step-brother, step-sister, step-child, current spouse, parent of current spouse, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law. Pay for lost time under this section shall be at the employees regular hourly rate. No pay will be granted under the provisions of this paragraph where the employee fails upon request, to furnish the Company with reasonable proof of death. A new employee qualifies for this benefit once they have completed thirty (30) days of their probationary period.

Production Standards

64. Permanent production standards shall be guaranteed for the duration of this agreement unless:

(a) The tools, materials, jigs, fixtures, machine feeds and speeds, or method of operation are changed.

(b) Work is added or taken away from the operation.

(c) Quality requirements are raised from the original specifications.

(d) A genuine clerical error has been made in computing the standard.

In the event such changes are made, the job or operation will be restudied at the earliest opportunity. Such changes must be real and not be used as a method of increasing or reducing production standards. The Company agrees not to re-establish the individual incentive system except by mutual agreement.

Amendments

65. Notwithstanding any of the provisions contained in this agreement, the parties by mutual consent may amend or delete from or add to this agreement.

66. No supplementary or secondary agreement or understanding as to the meaning, application or enforcement of any provision of this agreement shall be binding upon either the Union or the Company unless and until signed by duly authorized representatives of the Union and the Company.

Work Cells

67. Be it understood that the function of the department is to run a finished product from raw stock to the completed part including all operations and assemblies as routed. Therefore employees in all departments will be required to learn different operations and equipment where possible. The intent of these departments is to;

1. Improve our cost base.
2. Improve our productivity.
3. Improve our competitiveness.
4. Obtain new business.

This collective agreement has introduced larger departments and fewer classifications in work cell fashion. The Company and the Union agree to meet and work out corrective actions to procedures that are not working, due to problems arising from this new concept. Any changes must be mutually agreed to by the Company and union.

Effective Date Duration

68. This agreement shall become effective as of the 3rd day of June 1996 and shall continue in effect until midnight the 15th day of May 1999 and for yearly periods thereafter until modified or changed by mutual consent or until terminated as hereinafter provided. Either party desiring other party written notice of such intention not more than seventy-five (75) days and not less than forty-five (45) days of any yearly period thereafter. If notice of intention to amend or terminate is given by either party in writing prior to midnight May 15th, 1999, as above provided, negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in an agreement prior to midnight May 15th, 1999, or any renewal date thereafter, then this agreement may be extended by mutual agreement between the negotiating parties for such further time as may be necessary to complete negotiations.

Duly executed by the parties hereto this

.....
LOCAL LODGE NO. 1804
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

L. Groves
B. Calvert
P. Rick
R. Merritt
M. Mills
G. Knight
J. Nugent

DANA CAN. INC.
BOSTON WEATHERHEAD DIVISION

S. Berry
D. Millard

Memorandum of Agreement
APPENDIX 'A'

1. Extended Health Care and Dental Plan - Company pay full cost for employee and dependents first of the month after thirty (30) days employment. Recall exams to the Dentist must not be sooner than nine (9) months.
2. Life Insurance with A.D. and D.
All employees - **\$20,000.00** - Company pay full cost.
Paid up Life Insurance policy of \$1,000.00 on normal retirement.
3. Weekly Indemnity
60% of average earnings up to the U.I.C. maximum.
Maximum indemnity twenty-six (**26**) weeks. Company pay full cost.
Charges for completing WA claim forms will be reimbursed.
First day of accident (non-occupational).
First day of surgery performed in a hospital under a general anesthetic.
First day hospitalized. Eighth (**8th**) day illness.
This plan to be kept current from year to year.
4. (a) Probationary employees to be paid for statutory holidays.
(b) Probationary employees covered for Life Insurance first of month after thirty (30) days employment.
(c) Probationary employees covered for O.H.I.P. extended Health and Dental Plan, first of the month after thirty (30) days employment.
5. If an employee is absent for occupational injury or occupational illness and is unable to return to his regular job, he shall be regarded as inactive on being approved for a W.C.B. Disability Pension and shall cease to be eligible for Company Benefits.
6. Drug Card to be introduced October 1st 1996. Two (\$2.00) dollars deductible per prescription.
7. Physiotherapy limited to forty (\$40.00) dollars per visits and twelve (12) visits a year.
8. Health care services/drugs/supplies that are presently covered by your Provincial Health Plan will not automatically become eligible for payment under your group benefit plan if your Provincial Health Plan coverage is reduced. The Company will review each of the items, if any, to determine inclusion or exclusion from our plans.
9. Two hundred (**\$200.00**) dollars payment for employees certified in First Aid and C.P.R. every Two (**2**) years.

Memorandum of Agreement
APPENDIX 'B'

Please refer to the Modified Work Program Manual

Modified Work. In the event of a layoff, an employee who is on the Modified Work Program will be laid off in accordance with their seniority standing in the bargaining unit. If such an employee is laid then he/she shall not be allowed to bump any other employee in the bargaining unit. Furthermore an employee on the Modified Work Program will not be allowed to work overtime. The complete text of the Modified Work Program is contained in a separate booklet but forms part of this collective agreement.

Heat Stress Clause

From time to time extreme heat conditions may occur during the summer months, that may require us to take some appropriate steps. When it becomes obvious that these conditions exist, the Company may take various actions which may include procedures for extra breaks or early shutdown, providing extra refreshments and/or extending of breaks. Consideration in conjunction with discussion with the Union may also include early shift start up times or setting of shift hours which allows for the plant to cool down or avoid the hottest part of the day. The Company and Bargaining Committee will meet to discuss shift changes and such shift changes will not constitute a violation of the Collective agreement.

Memorandum Of Agreement
APPENDIX 'C'

The Company reaffirms its intention to use its ability to contract out only for appropriate business reasons, and will not do so to the detriment of the employees at the Boston Weatherhead St. Thomas Plant.

Before any work is contracted out, the Company will, where practicable, notify the Union of the reasons for its actions.

Technological Change

During our 1993 negotiations the Company and the Union discussed technological change and the potential effect on employment. It is understood that technological change to maintain the "State of the Art" is desirable and necessary in order to improve productivity and remain competitive.

The Company will notify the Union as far in advance as possible on any decision to apply technology, automation or mechanization which may substantially change the method of operations.

The Company will make the necessary training available where practical for those employees effected who require training to do the job. This training may be conducted off site as necessary, however, it will be conducted in-plant during regular working hours where practicable. It is also agreed that it is mandatory that employees when requested attend training and it is further agreed that two (2) weeks notice will be given when possible.

DANA CANADA INC.
BOSTON WEATHERHEAD DIVISION

SCHEDULE "A"
MAY 16 1996

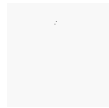
Labour Grade	Department	Classification	Kate	11/15/96	5/15/97	11/15/97	5/15/98	11/15/98
1A	Department "A"	Electrician (certified) Tool Maker (certified)	15.93	16.38	16.88	17.38	17.88	18.38
1B	Department "A":	Mechanic Millwright (certified) General Machinist (certified)	15.66	16.01	16.41	16.81	17.21	17.61
2	Department "A":	Mechanic Millwright (uncertified) General Machinist (uncertified) Tool Maker (uncertified)	15.66	15.81	15.96	16.11	16.31	16.56
3	Department "B" "C" "D"	Technician Trainer	15.39	15.54	15.69	15.84	16.04	16.29
4	Department "B" "C" "D"	Product Technician	14.86	15.01	15.16	15.31	15.51	15.76
5	Department "B" "C" "D" "E"	Technician	13.89	14.04	14.19	14.34	14.54	14.79

- Department "A"** - Maintenance
Department "B" - Screw Machine
Department "C" - Forging
Department "D" - Feeder
Department "E" - Support

Definitions

Laid Off Employee: An employee, who is not active or receiving wages from the company, as a result in the reduction of the workforce.

Displaced Employee: An employee, who as a result of reduction in the workforce, is receiving wages, but is not working in their original department and classification.



DANA CANADA INC.
WEATHERHEAD PLANT
I.A.M LOCAL 1804

YOUR GROUP INSURANCE AND
PENSION BENEFITS PROGRAM

NAME: _____

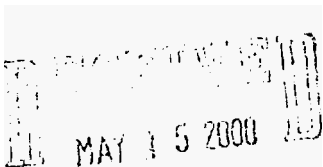
Your Group Insurance Benefits Plan represents a significant portion of your total compensation package at Dana Canada Inc. We hope that you will take time to review the enclosed details of your Plan completely, so that you and your family may enjoy its fullest advantages.

Please keep this important booklet in a safe place for future reference.

TO ENROL		SECTION A
IN THE EVENT	... OF DEATH OR ACCIDENTAL INJURY	SECTION B
	... OF DISABILITY OR ILLNESS	SECTION C
	... OF HEALTH OR DENTAL EXPENSES	SECTION D
	... OF LAYOFF OR TERMINATION	SECTION E
	... OF RETIREMENT	SECTION F
HOW TO CLAIM		SECTION G
PENSION BENEFITS		SECTION H
HOLIDAYS AND VACATIONS		SECTION I
OTHER PROGRAMS	... CAR AND HOME INSURANCE	SECTION J
	... CLUBS AND ASSOCIATIONS	
	... CREDIT UNION	
	... DANA EMPLOYEES' STOCK PURCHASE PLAN	
	... REGISTERED RETIREMENT SAVINGS PLANS	SECTION K

This booklet describes the principal features of your Group Insurance and Pension Plans. The complete terms of the Group Insurance and Pension Plan coverage are set forth in Group Insurance Policies issued by the Insurance Company and the Pension Plan text. These policies are the governing documents in any question of interpretation. Detailed information about benefits or other provisions of the policies may be obtained from your Personnel Office.

Updated as at June 1, 1996



SECTION A - TO ENROL

To enrol on or after October 1, 1996, you must complete a Positive Enrolment form, and return it to your Personnel Office within 31 days of becoming eligible to join the Plan. If you enrol after 31 days, evidence of insurability will be required.

1. ELIGIBILITY...

You are eligible to join the Plan 'on the first of the month after you have completed 30 days of employment, if you are a permanent, full-time employee and actively at work on this date. If you transfer to the Weatherhead plant, having completed all or part of the above probationary period with another facility of Dana Canada Inc., you are eligible to join the Plan, effective on the date of transfer, or on the completion of your probationary period, if you are actively at work on that date.

2. FAMILY MEMBERS. . .

Your spouse or dependent children (as defined below) are also eligible to join the Plan at the same time as you are eligible. Please note that no person may be eligible for benefits both as an employee and as a dependent, or as a dependent of more than one employee.

3. SPOUSE ...

For the purpose of this Group Insurance Plan, a spouse is defined as the person of the opposite sex to whom you:

- a) are legally married and not living separate or apart: or
- b) are not legally married, but have been on record with the Company for a minimum period of one year as having been cohabiting continuously in a conjugal relationship; or
- c) have lived in a conjugal relationship for at least one year and are jointly the natural or adoptive parents of a child.

Only one qualified spouse can be on record with the Company at any time.

4. DEPENDENT CHILDREN. . .

For the purpose of this Group Health and Dental Insurance Plan, a dependent child is defined as your natural, adopted, foster, or step-child, fully dependent upon you for support, unmarried and:

- (a) under age 21,
- (b) under age 25, if attending school full-time, with coverage terminating on the first of the month after completion of the final month of attendance,
- (c) physically or mentally handicapped - no age limit, provided the child was registered, with proof submitted to the insurance company, prior to the age of 21.

5. COST ...

Where applicable, Dana Canada Inc. will arrange with an insurance company to provide the Group Insurance benefits to you and fully pay to such company, the premiums required to provide the benefits. The Company paid benefits do not include semi-private hospital coverage but employees may purchase such coverage by payroll deduction if they wish.

6. COVERAGE ...

Health care services/drugs/supplies that are presently covered in your Provincial Health Plan will not automatically become eligible for payment under your group benefit plan if your Provincial Health Plan coverage is reduced. The Company will review each of the items, if any, to determine inclusion or exclusion from your plans.

SECTION B - IN THE EVENT OF...

. . .YOUR DEATH OR ACCIDENTAL INJURY

1. LIFE INSURANCE

In the event of your death from any cause, LIFE INSURANCE of \$20,000 would be payable to your beneficiary.

2. ACCIDENTAL DEATH INSURANCE

Should your death be the result of an accident (c.g., automobile accident) your beneficiary may also be eligible to receive ACCIDENT INSURANCE of an amount equal to 100% of your Life Insurance.

3. ACCIDENTAL DISMEMBERMENT INSURANCE

- a) Should you suffer a serious injury as a result of an accident, you may be eligible to receive accidental dismemberment insurance in the following amounts (Principal Sum = your life insurance amount):

	<u>Percent of Principal Sum</u>
- Loss of Both Hands	100%
- Loss of Both Feet	100%
- Loss of the Sight of Both Eyes	100%
- Loss of One Hand and One Foot	100%
- Loss of One Hand and the Sight of One Eye	100%
- Loss of One Foot and the Sight of One Eye	100%
- Loss of Speech and Hearing in Both Ears	100%
- Quadriplegia (total paralysis of both upper and lower limbs)	100%
- Paraplegia (total paralysis of both lower limbs)	100%
- Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	100%
- Loss of Use of Both Hands or Both Feet	100%
- Loss of One Arm or Leg	75%
- Loss of Use of One Arm or One Leg	75%
- Loss of One Hand	66 2/3%
- Loss of One Foot	66 2/3%
- Loss of the Entire Sight of One Eye	66 2/3%
- Loss of Use of One Hand or One Foot	66 2/3%
- Loss of Speech	50%
- Loss of Hearing in Both Ears	50%

3. ACCIDENTAL DISMEMBERMENT INSURANCE (Continued)

Percent of Principal Sum

- Loss of Thumb and Index Finger or at Least Four Fingers of One Hand	33 1/3%
- Loss of Hearing in One Ear	16 2/3%
- Loss of All Toes of One Foot	12 1/2%

b) 'LOSS': as above used, shall mean:

- 1) For Hand or Foot - complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- 2) For Arm or Leg - complete severance through or above the elbow or knee joint;
- 3) For Thumb - complete loss of one entire phalange of the thumb;
- 4) For Finger - complete loss of two entire phalanges of the finger;
- 5) For Toe - complete loss of one entire phalange of the big toe and all phalanges of the other toes;
- 6) For Eye - irrecoverable loss of the entire sight thereof;
- 7) For Speech - irrecoverable loss of the ability to utter intelligible sounds;
- 8) For Hearing - complete and irrecoverable loss of hearing;
- 9) For Quadriplegia, Paraplegia and Hemiplegia - complete and irreversible paralysis of such limbs: and
- 10) For Loss of Use - total and irrecoverable loss of the use, provided the loss is continuous for twelve consecutive months and such loss of use is determined to be permanent at the end of such period.

- c) The total amount payable shall, in respect of any one accident, in no event exceed the Principal Sum for which you are insured.

4. LIMITATIONS

No accident benefit will be payable for any loss resulting directly or indirectly, wholly or partially from any of the following causes:

- a) Suicide or any attempt thereat while sane or self-destruction or any attempt thereat while insane.
- b) A motor vehicle accident which occurs while you are in control of the vehicle and your blood-alcohol level exceeds 80 mg of alcohol in 100 ml of blood.
- c) The commission of, or attempt to commit, an assault or criminal offence.
- d) Declared or undeclared war or any act thereof.
- e) Active full-time service in the armed forces of any country.
- f) Illness or disease of any kind or infection, unless the infection is the result of an accidental wound.
- g) Riding as a passenger or otherwise in any vehicle or device for aerial navigation other than as specifically provided by the insurer, such as stunt flying, crop dusting, etc.

SECTION C - IN THE EVENT OF...

..YOUR DISABILITY OR ILLNESS

If you are absent from work due to a disability or illness, you are covered under the Dana Canada Inc Weekly Indemnity Plan.

1. This Plan provides for payment to you for periods commencing on:
 - a) the first day of either hospitalization, if admitted as an *in-patient* and hospitalized overnight, or injury due to an accident or;
 - b) first day of surgery performed in a hospital, medical clinic or physician's office under a general anaesthetic or;
 - c) the eighth day of illness.and continuing to a maximum of 26 weeks.
2. The weekly benefit, once you have provided satisfactory medical evidence, will be 60% of your basic- weekly earnings.
3. The benefit period will continue until the earliest of the following occurs:
 - a) recovery and return to work;
 - b) refusal to submit to a medical examination;
 - c) performing work of any kind for profit or pay without Company approval;
 - d) death;
 - e) 26 continuous weeks of absence.
4.
 - a) Weekly benefits are paid on a "7-day" week basis.
 - b) The maximum weekly benefit payable is the maximum that could be received under the Unemployment Insurance Disability Plan.
 - c) Weekly benefits will be offset by any benefits payable under a Provincial Automobile Insurance Plan, as a result of an accident, which caused your absence.
5. "Accident", causing, disability or illness, means an unexpected or chance event causing injury, which happened through carelessness or unawareness, but without intent. It does not include natural causes such as ~~as old~~ age, congenital or insidious disease; the natural progression of some physical or mental defect; or an injury which is the consequence of a deliberate act that would reasonably be expected to cause an injury.

SECTION D - IN THE EVENT OF...

..A HEALTH OR DENTAL EXPENSE

1. Provincial Medical Plan

All monthly premium costs for O.H.I.P. (including standard hospital ward accommodation) will be paid by Dana Canada Inc. through a payroll tax and are not **considered** to be a taxable benefit by Revenue Canada.

2. Dental Expenses

In the event that you or your family incur non-occupational Dental Expenses, your Plan will reimburse you according to the following:

- a) Expenses are reimbursed using a 2 year lag in the Dental Fee Guide Schedule as of January 1st each year for the Province of Ontario. Dental services provided outside of Ontario will be reimbursed in the same manner.
- b) If you are going to incur a dental expense over \$500, we encourage you to first submit a "pre-authorization for treatment". This practice will enable you to obtain the exact cost of any treatment from your Dentist to submit to the insurance company. Once the insurance company examines the treatment plan, it can let you know, before any work is completed, the amount that will be reimbursed to you. This often saves you any unnecessary "surprises".
- c) **Basic, Preventative Dentistry** - 100% of these expenses are reimbursed,
 - 1) Oral examinations, including scaling and cleaning of teeth, but not more than one examination in any period of nine (9) consecutive months;
 - 2) Topical application of sodium or stannous fluoride but not more than once in any period of nine (9) consecutive months;
 - 3) Dental x-rays. Bitewings not more than once in any period of nine (9) consecutive months and Full-Mouth or Panoramic not more than once in any period of 36 consecutive months;
 - 4) Extractions;
 - 5) Oral surgery, including excision of impacted teeth;
 - 6) Fillings;

2. Dental Expenses (continued)

c) Basic, Preventative Dentistry (Continued)

- 7) Anaesthetics administered in connection with oral surgery or other covered dental services;
- 8) Treatment of periodontal and other diseases of the gums and tissues of the mouth;
- 9) Endodontic treatment, including root canal therapy;
- 10) Space maintainers, including stainless steel crowns, but only if the crown is placed on a deciduous tooth which (a) has several cavities which would otherwise require fillings or (b) is non-restorable using normal restorative dental material;
- 11) Injections of antibiotic drugs by the attending dentist;
- 12) Consultations;
- 13) Diagnostic laboratory tests;
- 14) Oral hygiene instruction, but not more than once in any period of nine (9) consecutive months;
- 15) Occlusalequilibration;
- 16) Relining, repair, adjustments and rebasing of dentures.

Services and supplies, in the case of each Dental Expense, must have been rendered and dispensed by a legally qualified dentist except that cleaning or scaling of teeth may be performed by a licensed dental hygienist if such treatment is rendered under the supervision and direction of such dentist.

The adjustment, repair, relining or rebasing of full dentures may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of his license.

3. Health Expenses

In the event that you or your family incur non-occupational Health Expenses in excess of the annual deductible of \$10 for a single claim or \$20 for your family or in excess of the deductible of \$ 2.00 per prescription for drugs on or after October 1, 1996, your plan will reimburse you at 100% for the following:

a) Hospital Room

- 1) Difference in cost between semi-private vs. **ward** accommodation
- 2) Difference in cost between private vs. semi-private room accommodation.
- 3) The above coverage is available on a voluntary basis and premiums are payable by monthly payroll deduction. If selected, your claims are not subject to the annual deductible noted above.

b) Prescription Drugs

Drugs, serums, **injectibles** and insulin (needles, syringes and testape for use with insulin), prescribed by a physician or dentist and dispensed by a registered pharmacist, but not to include vitamins and vitamin preparations (unless injected) and patent, proprietary or other "off-the-shelf" medicines.

c) Accidental Dental

The services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services begin within **90 days** of the accident and are performed within 12 months of the accident but excluding the services required in conjunction with such fracture or injury due to a condition that existed before the accident. A physician's prescription is not required.

d) Ambulance

- 1) licensed ground ambulance service to the nearest hospital, or from a hospital to a convalescent hospital, equipped to provide the required treatment when the physical condition of the patient prevents the use of another--means of transportation.
- 2) emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation.

3. Health Expenses (Continued)

e) Blood and X-Rays

- 1) oxygen and its equipment, blood and blood products.
- 2) radium and radioactive isotope treatment
- 3) diagnostic laboratory and x-ray examinations.

f) Durable Medical Equipment

Purchase of the following items when authorized in writing by your attending physician:

- 1) orthopaedic shoes, orthopaedic modifications to shoes, and orthotics, when they are required for the correction of deformity of the bones and muscles and provided they are not solely for athletic use and are prescribed by a physician, podiatrist, chiropodist or chiropractor.
- 2) trusses and crutches
- 3) braces, provided they are not solely for athletic use.
- 4) artificial limbs or other prosthetic appliances.

Rental (or purchase at the insurers option) of the following items when **authorized** in writing by your attending physician:

- 5) wheelchair or hospital bed;
- 6) crutches, cane or walker:
- 7) oxygen set;
- 8) traction kits.

g) Licensed Private Hospital

Charges **up** to \$10 a day to a maximum of 120 days per person while your coverage is in force for care in a-licensed private hospital.

3. Health Expenses (Continued)

h) Medical Practitioners

- 1) Services of a physiotherapist limited to a maximum of \$40 per visit and 12 visits per calendar year.
- 2) Service of a registered massage therapist, limited to \$7 per visit and 12 visits per calendar year.
- 3) services of a psychologist, limited to \$35 for the first visit, \$20 for each half hour thereafter and a calendar year maximum of \$200.
- 4) services of a speech language pathologist. limited to a calendar year maximum of \$200.

i) Nursing

Private duty nursing in the home by a Registered Nurse who is registered in the jurisdiction in which the professional services are provided (not a relative), providing the private duty nursing is ordered by the attending physician.

j) Out-Of-Province

Payment for dental, drug, vision or other medically necessary services where otherwise covered under this Plan and incurred while you are travelling, or temporarily residing in another Canadian Province (maximum of 60 days).

4. Ineligible Health and Dental Expenses

a) General

- 1) Any expenses not mentioned in the Items 2 or 3 above, or expenses paid in part by your Provincial Medicare Program. the balance being deemed "Extra Billing".
- 2) Charges in -connection with a disease or injury other than a non-occupational disease or injury.-=-,-
- 3) Charges that would not have been made if no insurance existed or that no individual is legally obliged to pay.
- 4) Charges for care, treatment, services or supplies which are furnished or paid for, or with respect to which benefits are provided, under any law of a government (national or otherwise) by reason of the past or present service of any person in the armed forces of a government.

4. Ineligible Health and Dental Expenses (Continued)

- 5) Charges for care, treatment, services or supplies which are not recommended and approved by a physician who is attending the covered family member.
- 6) Charges for care, treatment, services or supplies as a result of any group or employer-sponsored treatment, inoculation or examination.
- 7) Charges where provision of such benefits is prohibited by an applicable law of the jurisdiction in which the individual resides.
- 8) Services or supplies which are compensable under a Worker's Compensation or Employer's Liability Law.
- 9) Completion of insurance forms.
- 10) Hospital, medical or dental services or supplies in excess of your Provincial Medicare coverage or the Provincial Dental Fee Schedule applicable to this Plan, which are incurred outside of Canada, unless incurred while on authorized business travel for Dana Canada Inc.

Claims for Dental, Drug, Vision or Health services or supplies incurred outside of Canada will only be eligible on an emergency basis, and must be submitted to the Corporate Benefits Department, for forwarding to Mutual Life.

b) Dental Expenses

- 1) Charges for dentures, prosthetic appliances, inlays, onlays, crowns and gold fillings;
- 2) Services and supplies that are partially or wholly cosmetic in nature, except those required for the prompt repair of a non-occupational injury;
- 3) Supplies which were first prescribed or recommended prior to the date on which you became insured;
- 4) Any hospital charges in connection with injuries or diseases of a dental nature;
- 5) ~~Charges~~ **Charges** for nutritional counselling or protective athletic appliances;
- 6) Charges for appointments broken without notice;
- 7) Orthodontic treatment or correction of malocclusion;
- 8) Services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction.

4. **Ineligible Health and Dental Expenses** (Continued)

c) **Health Expenses**

- 1) Treatment for mental illness, tuberculosis or chronic disease in hospitals other than public general hospitals.

NOTE: A chronic patient unit attached to a public general hospital is classified as a separate hospital and Extended Health Care benefits do not apply.

- 2) Rest cures, travel for health reasons or insurance examinations.

SECTION E - IN THE EVENT OF...

..YOUR LAYOFF OR TERMINATION

1. In the event of your layoff following your probationary period, benefits (except Weekly Indemnity) will continue for one month following the month of layoff, at which time all benefits cease.
2. If you are recalled from layoff, benefit coverage, previously cancelled, will be reinstated on the first of the month following 30 days of service.
3. In the event of your termination, all benefit coverage will cease with the effective date coincident with your date of termination.
4. You have the right to convert the amount of your Life Insurance to a personal policy, and payment for this converted amount will become your full responsibility based on the personal rates in effect at that time, based on your age. This conversion privilege will cease 31 days after layoff or termination.

SECTION F - IN THE EVENT OF..

. . .**YOUR** RETIREMENT

1. In the event of your retirement from Dana Canada Inc., all benefit insurance coverage with the exception of the following will cease with the effective date of your retirement.
2. Life Insurance

A life insurance policy in the amount of \$1,000 will be provided to you on retirement.

You have the right to convert the remainder of your Life Insurance to a personal policy, and payment for this converted amount will become your full responsibility based on the personal rates in effect at that time, based on your age. This conversion privilege will cease 31 days after retirement.

SECTION G

HOW TO CLAIM

All benefits except Accidental Death and Dismemberment (AD&D) are underwritten by The Mutual Life Assurance Company of Canada. The AD&D program is underwritten by American Home Assurance Company of Canada.

It is recommended that you submit claims to the insurance company no later than 90 days from the date the expense was incurred to assist in the prompt payment of the claim.

TO MAKE A LIFE OR DISABILITY CLAIM

Claim forms will be available from your Personnel Office. You (or your beneficiary) will be provided with assistance in completing the required forms and submission of the claim to Mutual Life.

TO MAKE A HEALTH EXPENSE CLAIM

1. Drug Expense

Effective October 1, 1996, at the time of purchase, the pharmacist will charge you \$ 2.00 per eligible prescription, Dana Canada will pay for the balance of the price of the prescription. This is a "pay-direct" arrangement between the insurance company and the drug store. If your local drug store is not providing this service, please let your personnel office know so that the insurance company can make special arrangements with your drug store.

2. Other Health Expense

Please complete the enclosed. "Statement of Covered Expenses for Supplementary Health Benefits", enclose your original receipts for expenses and return to Mutual Life for prompt payment.

TO MAKE A DENTAL EXPENSE CLAIM

1. Dental Expense

Please- complete Part 2 and 3 of the enclosed Dental Claim Form, have your Dentist complete Part 1, and return the completed claim form to Mutual Life for prompt payment.

2. Dental **Pre-authorization** for Treatment

Use the enclosed Dental Claim form following the same procedure as you would for a claim, but have your Dentist mark on the form “For **Pre-authorization** Only”.

POSITIVE ENROLMENT

Please complete the enclosed Positive Enrolment form to enrol yourself, your spouse and your dependents for Extended Health and Dental coverage. sign and return it to your Personnel Office.

COORDINATION OF **BENEFIT** PLANS

Both your Extended Health and Dental plans contain a Coordination of Benefits provision.

If you and your family or other members of your family are covered by two different companies' benefit plans, you may coordinate your coverage between the two by completing the bottom section of the Positive Enrolment form.

Rules governing Coordination include the following:

1. Claims on behalf of either Spouse must be submitted to their respective Employer's group insurance carrier, first.
2. Any residual amount, after reimbursement, should be submitted to the other Spouse's insurance carrier.

Provided the claim is eligible under its Plan, the second insurance carrier will calculate its reimbursement as if it was the primary carrier, and then pays the lesser of:

- (a) the calculated amount, or
- (b) the unpaid balance from the primary carrier.

This means that you may recover as much as 100% of your expenses.

3. Claims on behalf of dependent children should be submitted to the group insurance carrier of the Spouse with the earlier birthday in the calendar year, first.
4. Any residual amount, after reimbursement, should be submitted to the other Spouse's insurance carrier.
5. When submitting a claim for reimbursement, please indicate on the claim form if you are covered under a different plan. This will allow the insurance company to coordinate this coverage for you.

YOUR POLICY NO. 28100 (Section) A221 if you selected hospital coverage
(Section) A222 if you did not

INSURANCE COMPANY Mutual Life of Canada

CLAIMS OFFICES Mutual Life of Canada
Group Health Claims
P.O. Box 1621
Waterloo, Ontario
N2J 4T7

TO MAKE AN AD&D CLAIM

Claim forms will be available from your Personnel Office. You (or your beneficiary) will be provided with assistance in completing the required forms and submission of the claim to American Home.

YOUR POLICY NO. BSC 9017292 (Account) 221/222

INSURANCE COMPANY American Home Assurance Company

CLAIMS OFFICE 145 Wellington Street West
Toronto, Ontario
M5J 1H8

SECTION H

RETIREMENT BENEFIT PLAN--
FOR EMPLOYEES OF THE **WEATHERHEAD** PLANT
I.A.M. LOCAL 1804

1. Effective Date

January 1,1955; last amended May 16, 1996.

2. Eligibility for Membership

You will become a member of the Retirement Benefit Plan on your date of employment after completion of your probationary period.

3. Normal Retirement Age

Age 65

4. Normal Retirement Benefit

The monthly pension benefit will be the sum of (a) plus (b) as follows:

<u>a) For Each Year of Credited Service</u>	<u>Monthly Benefit Rate</u>
Up to December 31, 1993	\$16.50
From January 1, 1994 to December 31, 1996	\$18.50

b) For Service After December **31, 1996**

The monthly pension provided by the **accumulated** value of Company contributions of 3% of basic earnings, including holiday and vacation pay, plus credited interest, to retirement date.

The actual monthly pension benefit will depend on the amount of accumulated contributions made by the Company on your behalf during your service plus credited interest and the market interest rate at the date of your retirement.

5. Normal Form of Pension Benefit

The pension is payable for life. However, if you have a Spouse at Normal or Early retirement, you must elect a Joint and 60% Survivor form unless both you and your Spouse waive such election.

6. **Age**

Age 55, with at least 24 months of membership in the Plan.

7. **Early Retirement Pension Benefit**

Your normal Defined Benefit pension benefit will be reduced by $\frac{4}{10}$ ths of 1% for every month of Early Retirement prior to age 65.

8. Special Retirement Provision

For employees that have attained the age of 50 years, and also have at least 10 years of service, as at May 16, 1996, their monthly pension benefit will be no less than the pension provided by the monthly benefit rate as follows:

<u>Date of Retirement</u>	<u>Monthly Benefit Rate for All Years of Service</u>
May 15, 1996 to May 14, 1997	\$ 20.00
May 15, 1998 to May 14, 1998	\$ 24.00

This benefit rate will be reduced by $\frac{4}{10}$ of 1% for each calendar month by which a member's Early Retirement Date precedes his Normal Date of 65 years.

9. **Postponed Retirement**

You can only work until the first of the month following your 65th birthday, then you must retire.

10. Vesting

- (a) The benefits earned after January 1, 1987 are vested upon completion of 24 months of membership in the Plan, from that date.
- (b) The benefits earned before January 1, 1987 are vested if you have completed at least 10 years of Credited Service or have both attained age 45 and completed at least 10 years of Continuous Service, at the date of termination.

11: Disability Pension

- (a) Available if you are over age 45, with at least 10 years of Credited Service, and become totally and permanently disabled.
- (b) You will receive a monthly disability pension, that is the sum of (1) plus (2) plus (3):

(1) Basic pension payable for life:

<u>For Each Year of Credited Service</u>	<u>Monthly Benefit Rate</u>
Up to December 31, 1993	\$ 16.50
From January 1, 1994 to December 31, 1996	\$ 18.50

This basic pension is reduced for a 60% spousal option unless waived by both spouses, **At** the age of 65, the basic monthly pension benefit will be increased by the accumulative effect of C.P.I. increases from the date of disability retirement to the age of 65, to a minimum no greater than the basic monthly benefit rate in effect at the age of 65.

(2) Temporary bridge is payable only until the age of 65:

<u>For Each Year of Credited Service</u>	<u>Monthly Benefit Rate</u>
Up to December 31, 1993	\$ 7.00
From January 4, 1994 to December 31, 1996	\$ 5.00

This temporary bridge reduced by any statutory benefits received.

11. Disability Pension (Continued)

- b) (3) Defined contribution of 3% of basic earnings from January 1, 1997 onwards.

Monthly pension that can be purchased with accumulated contributions plus credited interest at date of disability retirement.

12. Benefit on Termination

- a) If your benefits are not vested at date of termination, no benefit is paid.
- b) If your benefits are vested at date of termination, you are entitled to:
- (i) Deferred Vested Pension, based on accrued vested benefit at termination, and payable at retirement; or
 - (ii) Transfer of accrued vested benefit value on a locked-in basis to your personal R.R.S.P. or Life Income Fund; or
 - (iii) Transfer of accrued vested benefit value to a new employer's Pension Plan if that plan allows such a transfer; or
 - (iv) Purchase of a non-commutable deferred life annuity that would not commence payment prior to your attainment of the age of 55.

13. Death Benefits

- a) If you die while still an Active Employee and:
- (i) you have a spouse, your spouse is entitled to a benefit of 60% of your pension accrued to your date of death, payable for life, Your spouse has an option to receive instead the actuarial present value of such pension;
 - (ii) you have no spouse, the actuarial present value of your accrued pension benefit earned after January 1, 1987 and vested at your date of death will be payable to your designated beneficiary, or estate.
- b) If you are a Terminated Vested Member and die prior to the commencement of your pension, the actuarial present value of your deferred pension will be payable to your spouse, or if none, your beneficiary or estate.
- c) If you are a Retired Member and die, all pension payments will cease unless you chose a **60% Spousal** option, prior to retirement.

14. Beneficiary

For the purpose of this Retirement Plan, a Spouse is defined as the person of the opposite sex to whom you:

- a) are legally married and not living separate or apart; or
- b) are not legally married, but have been on record with the Company for a minimum period of three years as having been cohabiting continuously in a conjugal relationship; or
- c) have lived in a conjugal relationship for at least one year and are jointly the natural or adoptive parents of a child.

Your Spouse is your beneficiary, if either of the above definitions is met.

If no person exactly qualifies under the above description, you should have another beneficiary on record with the Company.

SECTION I - HOLIDAYS AND VACATIONS

1. HOLIDAYS

- a) The following Holiday Days will be observed:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

PLUS

- The Day before Christmas; and

Any normal working days between Boxing Day and New Year's Day, as Floater Holidays (to a maximum of 3 days).

- b) Should any of the above (9) Statutory Holidays fall on a Saturday or Sunday, the paid holiday shall be designated as either the Friday before or Monday after such date.
- c) Payment shall be based on regular straight time hourly rate, multiplied by eight (8) hours.

2. VACATIONS

- a) The Vacation Year shall be from July 1 to June 30 of each year. Vacation periods must be completed before June 30 of each Vacation Year, unless a Vacation shutdown of more than two (2) weeks is scheduled.
- b) Vacations and Vacation Pay will be based on your completed continuous service and Gross Earnings to June 30 of the previous year, as follows:

<u>Service</u>	<u>Length of Vacation</u>	<u>% of Earnings</u>
Less than 1 Year	1 day for each month of continuous employment	4.0
1 to 3 Years	2 weeks	4.0
3 to 5 Years	2 weeks	5.0
5 to 11 Years	3 weeks	6.0
11 to 15 Years	3 weeks	7.0
15 to 24 Years	4 weeks	8.0
24 to 25 Years	4 weeks	10.0
25 Years or more	5 weeks	10.0

See your Collective Agreement for more information about Holidays and Vacations.

SECTION J - OTHER PROGRAMS

CAR AND HOME INSURANCE

This insurance is available on a Preauthorized Payment basis, provided by GAN Canada Insurance Company - the best time to investigate this Plan is about two months before your car or home insurance policy comes due and you want to compare this Plan with your existing coverage. Contact your Personnel Office for a descriptive brochure.

CLUBS AND ASSOCIATIONS

The Dana Canada Inc. Employees Association (Weatherhead Plant - St. Thomas) organizes sporting and social events for its members, Contact your Personnel Office for more information.

CREDIT UNION

The Weatherhead Employee's Credit Union is available through payroll deduction. Contact your Personnel Office for more information.

EMPLOYEE STOCK PURCHASE PLAN

You may participate in the Dana Employees' Stock Purchase Plan if you wish. Your contributions are withheld through payroll deduction. You enrol in June and December, for participation commencing July and January respectively. Your contributions may range from a minimum of 1% to a maximum of 15% of your regular earnings per pay period, The Company will match your payments as follows:

- 1st year - 5%
- 2nd year - 7%
- 3rd year - 10%
- 4th year - 13%
- 5th year, - 15%
- Total - 50% over 5 years

REGISTERED RETIREMENT SAVINGS PLAN

Dana Canada Inc. extends the opportunity for you to make regular contributions to a personal R.R.S.P., by payroll deduction. Contributions are forwarded to the Royal Trust Company, for investment in the various options that are available for you to choose from.

With payroll deduction, you are able *to* realize immediate tax savings at the time of deduction.

You may also, make lump-sum payments to this R.R.S.P. at any time, but tax relief will not be *realized* until after you file your income tax return.

Please contact your Personnel Office for further details in respect to any of these programs.

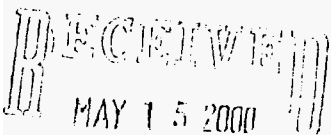
DANA CANADA INC., WEATHERHEAD,
ST. THOMAS

MODIFIED BACK TO WORK PROGRAM

Prepared by the Modified Back To Work Committee

*Linda Smith, Chairperson
Barb Calvert
Rose Lilley
Don Millard
Bernice Miedzinski
Pat Lavigne
Dr. Andrew Ballard/On Track*

*Production Team Member
Health and Safety Co-ordinator
Production Team Member
Human Resources Manager
Payroll/H. R. Assistant
WSIB Modified Work Specialist
Company Physician / Rehab Consultant*



Please refer to the Collective Agreement dated May 15, 1996

STATEMENT OF PHILOSOPHY

STATEMENT OF PHILOSOPHY

It is Dana Canada Inc.'s goal to provide and maintain long-term, healthy and productive employment for all employees. Keeping the work environment in people's lives provides a sense of worth and earning power while giving emotional and financial stability to them.

We, at Dana Canada Inc., Weatherhead, St. Thomas will apply the principles of the back to work program to all who experience an occupational or non-occupational injury or illness.

Our primary focus is to return the injured employee to his or her own job. Reasonable changes, needed to overcome any physical restrictions for their own job, will be dealt with as quickly as possible. If physical restrictions prevent the employee from returning to his or her regular job, then every effort will be made to accommodate the employee's return to work through modification, adjustment or transfer.

The foregoing is in no way to be interpreted as a reduction of the employee's rights under the Collective Agreement or any applicable Legislation of the Province of Ontario e.g. The Workplace Safety and Insurance Act or The Human Rights Code. The Company and The Union agree to discuss any contractual problems associated with the placement of the injured employee.

A successful program, designed to protect our jobs, requires only a spirit of co-operation from all employees.

PARAMETERS OF THE PROGRAM

PARAMETERS OF THE PROGRAM

GOAL,: To return an injured employee to his or her own regular job as soon as possible.

PRE - PROGRAM: Prior to introducing the injured employee to his/her regular duties through the back to work program with the attached time frame, modified work may be offered, as available, according to the employee's capabilities. The modified work will be implemented as timely as the committee is able to identify and modify productive employment, while maintaining harmony with the philosophy of the program. All employees returning to work in the pre-program will be assessed every eight (8) weeks with the help of a medical professional.

REGULAR JOB TIME FRAME: The length of the program will be for eight (8) weeks with a possible extension of up to four (4) weeks for a maximum total of twelve (12) weeks. The program will be designed to allow for gradual re-introduction to the employee's regular duties. In that regard, the following schedule is recommended:

<u>WEEK</u>	<u>#HOURS PER DAY RE: REGULAR DUTIES</u>
1	2
2	3
3	4
4	4
5	5
6	6
7	7
8	8
9	
10	if required
11 7	
12	

The job duties that are assigned, will be arranged in such a way to assist you in accomplishing the end goal of your particular program.

PARAMETERS OF THE PROGRAM

PAY SCHEDULE: While participating in the modified back to work program , the employee will be paid a full day's wages at his or her regular rate, regardless of the hours worked. If your injury is through The Workplace Safety and Insurance Board, your full wages will be paid by the company while participating in the program. If you were receiving weekly indemnity benefits from Mutual Life, the company will pay for actual hours worked and Mutual will insure the difference.

Overtime will not be allowed on the program.

In the event of a lay-off, an employee who is on the Modified Work Program will be laid off in accordance with their seniority standing in the bargaining unit. If such an employee is laid off, then he/she shall not be allowed to bump any other employee in the bargaining unit. Weekly indemnity or WSIB benefits may be re-instated, if applicable.

JOB DUTIES: All employees have filled out a job description sheet that included the physical requirements of their job. These will be used by the employee's doctor and the committee, to determine what activities employees will be capable of performing upon their return to work. Essential duties will be established for each job description and this will be the starting point to determine whether injured employees can perform their regular duties or not. Each employee in the program will be assessed on an ongoing basis and the Human Resources Manager will be in touch with the employee's doctor for information and direction.

JOB DESCRIPTION SHEET

DATE _____

JOB # _____

JOB DESCRIPTION _____

STRENGTH						
LIFTING						
CARRYING						
PUSHING						
PULLING						
REACHING-ABOVE SHOULDER						
REACHING-BELOW SHOULDER						
FOOT ACTION-ONE FOOT						
FOOT ACTION-TWO FEET						
MOBILITY						
SITTING						
STANDING						
WALKING						
CLIMBING						
BENDING						
CROUCHING						
KNEELING						
TWISTING						
BALANCING						
DRIVING						
RIDING						
TOOLS/EQUIP	WEIGHT					

SELDOM - not daily
 MINOR - less than 1 hour/day
 REQUIRED - 1-3 hours daily
 MAJOR - more than 3 hours daily

MEDICALPACKAGE

*The medical **forms** will be given to the injured employer to be taken to the attending physician **for** completion. The employee will return the completed forms to the Human Resources Manager.*



WEATHERHEAD PLANT. DANA CANADA INC.

Dear Doctor:

At Dana Canada Inc., Weatherhead, we are committed to returning injured employees to their regular jobs, through the use of a fair and consistent return to work program, regardless of whether it is an occupational or non-occupational injury or illness.

This will be accomplished by using reduced periods of time to ease the employee back into a full work schedule, a modified job, an alternate job, or through a combination of the three.

This program will be available for up to eight (8) weeks. If reduced hours are required, a progression from 2,3,4,4,5,6,7 to 8 hours would be available. If an eight (8) week period is not required, the hours will be adjusted accordingly.

Note: Overtime will not be permitted while the employee is on modified work.

We ask for your co-operation in the completion of the attached physical demands activity sheet. This information will provide us with a clear picture of your patient's capabilities and/or functional limitations. Your valued input will facilitate your patient's safe, successful and timely return to the workplace.

The cost for completing the physical demands activity sheet will be borne by our company and we would appreciate it **if you would attach your billing to it for prompt reimbursement.**

Thank you for your assistance.

Sincerely,

Committee Chairperson
Dana Canada Inc., Weatherhead

/bm
cc: Employee File

People Finding A Better Way®

WEATHERHEAD PLANT, DANA CANADA INC.
109 INKERMAN STREET, ST. THOMAS, ONTARIO N5P 3G8 TEL: (519) 631-8600 FAX (519) 637-4160



WEATHERHEAD PLANT. DANA CANADA INC.

PHYSICAL CAPABILITIES FORM FOR: _____ 'DATE: _____

*By reviewing the shaded physical demands, please advise of the employee's capabilities by circling the appropriate numbers, Please add any **specific** comments in the blank comments column.*

CAPABILITIES	COMMENTS
Repetitive Motion 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours	Pushing/Pulling
Hand Tool Use 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours 4 < 2 pounds 5 3 - 6 pounds 6 7 - 15 pounds	Over Head Over Shoulder
Lifting / Carrying 0 No weight at this time; will re-evaluate 1 Light 10 lb. max. 2 Medium 30 lb. max. 3 Heavy 50 lb. max. 4 Short 0 - 5 ft. 5 Medium 6 - 12 ft. 6 Long 13 ft. or longer	Floor to Waist Above Waist Over Head
Bending 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours	Crouching Kneeling Using Creeper
Twisting / Turning 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours	Comment:
Walking 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours	Level Surface Stairs/Ladder In/Out of Cab
Sitting 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours	Chair Stool Vehicle Seat
Standing 0 Not at this time; will re-evaluate 1 Occasional < 1 hour 2 Frequent 1 - 4 hours 3 Continuous > 4 hours	Comment:

People Finding A Better Way®

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