

EXHIBIT H

Doehler-Jarvis, Inc.

INSURANCE PROGRAM

for

WAGE BASIS EMPLOYEES

as Established by Agreement

between

Doehler-Jarvis, Inc.

and

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

and its

Locals 1056 and 1058

Expires: October 31, 1999

consistent with the contributions established in the H-S-M-D-D Program.

(b) The provisions of (a) above to the contrary notwithstanding and upon mutual agreement between the Company and the Union, the Company may, if such laws permit, substitute a plan of benefits for the benefits provided by the laws referred to in (a) above, and modify the applicable provisions to the extent and in the respects necessary to secure the approval of such substitution from the appropriate governmental authority. The Company may make such plan available to Employees, former Employees and surviving spouses and require from them such contributions as are mutually determined to be consistent with the contributions established in this H-S-M-D-D Program.

(c) Hospital-Surgical-Medical and Prescription Drug Benefits provided Employees, former Employees, (including retired Employees) or surviving spouses under this H-S-M-D-D Program may be reduced by the amount of such benefits provided under any federal law. In cases where the Employee, former Employee or surviving spouse exercises an option under the Federal Social Security Act or similar law to take cash payments in lieu of Hospital-Surgical-Medical coverages provided in this H-S-M-D-D Program the equivalent of such payments will be required as a contribution toward the Hospital-Surgical-Medical and Prescription Drug coverage, but not to exceed local plan premiums or subscription charges, and such contributions shall be deducted from the monthly retirement benefit payable to the Employee, former Employee or surviving spouse under the Retirement Plan.

Section 10. Company Contributions During Work Stoppages

The Company shall not be liable to continue contributions toward, nor provide any of, the benefits stipulated under the H-S-M-D-D Program at any location which participates in any type of work stoppage beyond the date of such stoppage.

The Company shall not be liable to continue contributions toward, nor provide any of, the benefits stipulated under the H-S-M-D-D Programs during any period for which there is no Master Contract in effect.

ARTICLE IV

Definitions

Section 1. Employee

(a) Any person regularly employed by the "Company" (Dochler-Jarvis, Inc.) in the United States on an hourly rate basis including:

- (1) Hourly-rate persons;
- (2) Hourly-rate persons on incentive pay plans;

(3) Part-time and hourly-rate Employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which required fewer hours of work than the regular work-week, provided the services of such Employees are normally available for at least half of the employing unit's regular work-week.

(b) The term "Employee" shall not include temporary Employees.

Section 2. Effective Dates of Program

- (a) Original Date: October 1, 1950
- (b) First Amendment Date: November 1, 1955
- (c) Second Amendment Date: January 1, 1959
- (d) Third Amendment Date: July 10, 1962
- (e) Fourth Amendment Date: August 1, 1965
- (f) Fifth Amendment Date: July 1, 1968
- (g) Sixth Amendment Date: July 1, 1971
- (h) Seventh Amendment Date: July 1, 1974
- (i) Eighth Amendment Date: September 5, 1977
- (j) Ninth Amendment Date: September 6, 1980

INSURANCE PROGRAM

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**DOEHLER-JARVIS
INSURANCE PROGRAM
FOR WAGE BASE EMPLOYEES**

ARTICLE I

Establishment and Administration

Section 1. APPROVAL OF PROGRAM

This insurance Program (hereinafter referred to as the "Program") is subject to the approval of the Company.

In the event that the Program is not approved by the Company, the Company within 30 days, will give written notice thereof to the Union and this Program shall thereupon have no force or effect. In that event the matters covered hereby shall be the subject of further negotiation between the Company and the Union.

Section 2. FINANCING

Company and the Union.

(a) The Company agrees to pay the contribution due from it for the Program in accordance with its terms and provisions.

(b) The Company by payment of its required contributions to (1) the premiums of any insurance policy or policies issued by an insurance company or companies selected by the Company in accordance with the Program, and (2) the subscription rates of any Plan offering hospital or medical expense benefits, shall be relieved of any further liability with respect to the benefits of the Program provided under such policy, policies or plans.

Section 3. ADMINISTRATION

(a) All administrative expenses incurred by the Company to execute the Program shall be borne by the Company and the Company shall determine all administrative procedures which may be required to execute such Program.

(b) A representative of the Company and the Union will review a copy of the group insurance contracts and any riders or amendments thereto. In the event of any

conflict between the provisions of the contracts and any riders or amendments thereto and the provisions of this Insurance Program, the Company shall have the group insurance contracts and any rider or amendments thereto modified so that the provisions of such contracts document shall be in agreement with the provisions of this Insurance Program.

Section 4. NONAPPLICABILITY OF COLLECTIVE BARGAINING AGREEMENT GRIEVANCE PROCEDURE

No matter respecting the Program or any difference arising thereunder shall be subject to the grievance procedure established in any collective bargaining agreement between the Company and the Union.

Section 5. COMPANY OPTIONS

The options afforded the Company in Articles II and III to provide benefits or substitute a private plan of benefits, supplementary to or in lieu of any State or Federal benefits as provided in Article I, Section 9, shall be exercised by the Company in agreement with the Union.

Section 6. DURATION OF PROGRAM

This Insurance Program shall continue in effect until termination of the collective bargaining agreement of which this is a part.

Section 7. REPORTING REQUIREMENTS

The Company having the responsibility for administration of the Program, will furnish or request the insurance company or companies to furnish the Union the following information:

(a) With respect to coverages provided under Article II of the Program:

(1) Number of employees insured and aggregate insurance in force by type of coverage during a representative month in the preceding plan year;

(2) Average number of lives by type of coverage insured in the preceding plan year;

- (3) Unit premiums, total premiums paid, claims paid or incurred, by type of coverage for the preceding plan year;
 - (4) Increase in reserves, by type of reserve, during the preceding plan year;
 - (5) Interest allowed on reserves, expenses and taxes, net cost and refund of excess premiums and employees contributions for the preceding plan year;
 - (6) Amount of reserves by type of reserve at the end of the preceding plan year;
 - (7) Number of insured deaths by insurance brackets, age and sex of deceased, for the preceding plan year;
 - (8) Number of insured deaths for the preceding plan year for which survivor income benefits, either Transition Survivor Income Benefit only or Transition Survivor Income Benefit and Bridge Survivor Income Benefit, become payable;
 - (9) Frequency and duration of Sickness and Accident Benefit Claims closed during the preceding plan year.
- (b) With respect to coverage provided under Article III of the Program:
- (1) Number of employees, retired employees, and employees terminated at age 65 or older for any reason other than a discharge for cause, with hospital and medical expense coverages and contribution, by enrollment classification and local Program area during a representative month in the preceding plan year.
 - (2) Total number and amount of pension deductions for hospital and medical expense coverages during a representative month in the preceding plan year.

Section 8. COVERAGES

The following coverages each as hereinafter described, shall be provided by the Company.

- (a) Life Insurance

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- (b) Total and permanent disability benefits
- (c) Survivor income benefits
- (d) Accidental death and dismemberment insurance
- (e) Accident and sickness insurance
- (f) Extended disability insurance
- (g) Hospitalization benefits
- (h) Surgical Benefits
- (i) Prescription Drug Benefits
- (j) Dental Benefits
- (k) Other medical benefits as specified in Article III

Section 9. COMPANY CONTRIBUTIONS

New employees and rehired employees may elect Hospital-Surgical-Medical Benefits, Dental Benefits, and/or Life and Disability Benefits by paying one-half the premium for all coverages elected during the first six months of employment. Thereafter, the Company shall pay the full premium subject to the following provisions:

- (a) The provisions of this program pertaining to Sickness and Accident, Hospital or Medical Expense Benefits shall not be applicable to Employees in states having laws which now or hereafter may provide such benefits, under whatever name, for Employees who are disabled by non-occupational sickness or accident or similar disability and compliance by the Company with such laws shall be deemed full compliance with the provisions of the Program with respect to Employees in such states. If such benefits exceed the benefits provided under this Program, the Company may require from Employees in such states such contributions as it may deem appropriate for such excess benefits. In any state where the benefits under such state laws are on a generally lower level than the corresponding benefits under the program, the Company will, to the extent it finds practicable, provide benefits supplementary to the state plan benefits to the extent necessary to make

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the total benefits as nearly comparable as practicable to the benefits of the Program in states without such laws.

- (b) The provisions of subsection (a), above to the contrary notwithstanding, the Company may in any state wherein the substitution of a private plan is authorized by the law of such state, modify the provisions of Article II or III of the Program to the extent and in the respects necessary to secure the approval of the appropriate state governing body to substitute the plan provided by this Program in lieu of any plan provided by state law, and upon such modification and approval as a qualified plan, the Company may make the plan provided by this Program available to its Employees in such state or states with such adjustment in contributions as may be appropriate with respect to any benefits under such modified plan which exceed the benefits provided under this Program.
- (c) The provisions of this Program pertaining to Hospital, Surgical, or Medical Expense Benefits shall not be applicable to Employees or former Employees (including retired Employees) who are or may become eligible for such benefits under any federal law providing such benefits for the public at large. Compliance by the Company with such laws shall be deemed full compliance with the provisions for this Program with respect to Employees or former Employees eligible for benefits under such laws. If such benefits exceed the benefits provided under this Program and the Company's contributions for such benefits under this Program, the Company may require from such Employees or former Employees such contributions as it may deem appropriate for such excess benefits.

If as a result of such laws, the level of benefits provided for any group of Employees or former Employees or their dependents is generally lower than the corresponding level of benefits under the Program, the Company, at its option and to the extent it finds practicable, may in agreement with the Union provide a plan of benefits supplementary to the Federal benefits to the extent necessary to make total benefits as nearly comparable as practicable to the benefits provided under this Program.

- (d) The provisions of subsection (a) above to the contrary

notwithstanding, the Company may, if Federal laws permit, substitute a plan of benefits for the benefits provided by the Federal laws referred to in subsection (a) above, and modify the provisions of Articles II or III of this Program to the extent and in the respects necessary to secure the approval of such substitution from the appropriate governmental authority and may make such plan available to Employees and former Employees.

- (c) Hospital, Surgical, or Medical Expense Benefits, or both, provided Employees or former Employees (including retired Employees) under Article III may be reduced by the amount of such benefits provided by any Federal law. In such cases where the Employee exercises an option under the Federal Social Security Act or similar law to take cash payments in lieu of Hospital, Surgical, Medical Expense Benefits, the equivalent of such payment will be required as a contribution toward the Hospital, Surgical and Medical Expense Coverages provided in Article III, but not to exceed local plan premiums or subscription charges, and such contributions shall be deducted from the monthly pension benefit payable to the Employee under the Doehler-Jarvis, Inc. Wage Basis Pension Plan.
- (f) Insurance may be continued for the period after the month in which a layoff or leave of absence occurs upon payment of any required contributions. If an employee is laid off or goes on an authorized Leave of Absence all of his insurance coverages will be continued for one month after the month in which he was laid off or placed on authorized Leave, except as provided in Section 9 of this Article I.
- (g) For any period during which the Employee shall be entitled to receive Sickness and Accident Benefits or is totally and continuously disabled while insured for Sickness and Accident Benefits and he remains on an approved disability leave of absence but not exceed the period equal to the Employee's years of participation as of the first day of disability, all his Insurance under this Article shall remain in force. If the Employee shall continue to be disabled after the expiration of such periods the following provisions apply.

- (1) Employees With Less Than 10 Years of Participation.

An Employee may continue during this period of

continuing total disability only the Life and Extra Accident Insurance which was in force on the last day of the month in which disability commenced for a minimum period of one year from the date of disability, or, if longer, for a period not to exceed his years of participation as of the first day of disability, but not after age 65. Contribution for Insurance so continued shall be at the rate of \$.50 per month per \$1,000 of Life Insurance.

(2) Employees With 10 Years or More of Participation.

An Employee may continue during his period of continuing total disability up to age 65 only Life and Extra Accident Insurance which was in force on the last day of the month in which disability commenced. Contributions for Insurance so continued shall be at the rate of \$.50 per month per \$1,000 of Life Insurance, except that while he is adjudged totally and permanently disabled no further contributions for Life Insurance will be required.

Life Insurance on and after age 65 shall be determined as set forth in Section 2 of Article II. Sickness and Accident Insurance will be canceled upon retirement or upon termination of an approved disability leave of absence, if earlier. Years of participation in such cases include the period of total and permanent disability during which contributions were not required.

(h) The Company shall not be liable for coverage or premiums during any period of work stoppage.

(i) The Company shall not be liable for premium or coverage for any period for which there is no agreement in effect.

Section 10. COMMENCEMENT OF COVERAGE

Coverage becomes effective as set forth below, provided the Employee makes written application by the end of the month in which his employment starts:

(a) Under Article II for Employees hired or rehired:

The first day of the month following the date

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employed provided the Employee elects to provide coverage by paying one-half the applicable premium at the group rate; otherwise, the first day of the month following the month in which the Employee attains six months seniority. Accident and Sickness Insurance coverage does not commence until the first day of the month following the month in which an Employee attains seniority.

(b) Under Article III for Employees hired or rehired:

The first day of the month following the date employed provided the Employee elects to provide coverage by paying one-half the applicable premium at the group rate; otherwise, the first day of the month following the month in which the Employee attains six months seniority.

(c) Employees reinstated:

Under Articles II and III date of reinstatement, if insured at last termination.

Provided, however, that if accident or sickness keeps him from work on the day he would otherwise become insured, the Insurance does not take effect until the day he returns to work.

For an Employee who does not make written application before the date that particular coverage otherwise become effective, such coverages become effective on the day he makes written application provided he is then at work, otherwise on the day he returns to work.

SECTION 11. BENEFIT PAYMENTS

(a) Under Article II:

Life and Accidental Death and Dismemberment claims are paid upon submission of satisfactory proof of death, accident or loss. Survivor Income Benefits are paid upon continuing proof of eligibility as a Survivor. Accident and Sickness Benefits are paid to the eligible Employee weekly subject to receipt of due proof. Extended Disability Benefits are paid to the eligible Employee monthly following the date of expiration of maximum number of weeks for which he is entitled to receive Accident and Sickness benefits, subject to receipt of due proof.

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(b) Under Article III:

Hospital, Surgical, and other Medical expense claims are paid upon submission of satisfactory proof of loss to the Provider of such benefits.

(c) Incompetents:

If the person to whom a payment is otherwise payable is incompetent or otherwise incapable of giving a valid release, the insurer may withhold payment until a guardian of such person is appointed or, at its option in the case of payment due on a weekly or monthly basis, pay any relative of such person by blood or marriage or any other individual or institution appearing to it to have assumed custody of such person. The liability of the Insurer shall be fully discharged to the extent of such payment.

(d) At written request of the beneficiary the Life Insurance and Accidental Death Insurance, if any, may be paid in either monthly or yearly installments over not more than twenty years provided such request is not contrary to the written request of the insured. No installment settlement election shall be valid if it would result in payment of less than \$10.00 each.

In the event that the beneficiary dies before all installments have been paid, the unpaid installments will be computed at the rate of interest used in computing the amount of installment payments and paid in one lump sum to the estate of the beneficiary unless otherwise provided in the election of an installment settlement.

(e) Recovery of Benefit Overpayments

If it is determined that any benefits paid to an Employee should not have been paid or should have been paid in a lesser amount, written notice thereof shall be given to such Employee and he shall repay the amount of overpayment to the insurer. If the Employee fails to repay such amount of overpayment promptly, the Insurer may arrange to recover the amount of the overpayment by making an appropriate deduction or deductions from any future benefit payment or payments payable to the Employee, or the Company at the Insurer's request may make an appropriate deduction or deductions from future compensation

payable by the Company to the Employee.

Section 12. PROCEDURE FOR REVIEW OF DENIED CLAIMS

To afford employees a means by which they can seek review and possible reconsideration of a denied claim, internal procedures of Doehler-Jarvis, Inc. will provide the following:

(a) Following receipt of notification from the Company with regard to denial of a claim, an employee or the Local Union President or Chief Steward may request on the Form provided by the Company a review of the reasons for the denial with an appropriate management representative.

(b) If requested to do so, the appropriate local management representative will endeavor to obtain additional information from the local plan or carrier regarding the denial.

(c) If a Local Union President or Chief Steward contests the position of the local plan or carrier as reported by the local management representative, and as shown on the form provided by the Company, he may refer the case to the International Union for review with the Company. At such time he should notify the local management representative in writing of his intention to do so.

(d) At the request of the Union, the Company will request the Control Plan or carrier to review the claim.

(e) The Control Plan or Insurance carrier will be requested to report in writing to the Company and International Union its actions as a result of such review. If the claim is not paid, the Control Plan or carrier will be requested to include in its report the pertinent reasons for the denial.

ARTICLE II

Group Life, Extra Accident, Extended Disability and Sickness and Accident Insurance and Survivor Income Benefits

Section 1. Schedule of Benefits for Employees under Age 65 (see chart)

Schedule of Benefits for Employees at work on or after the Respective Benefit Effective Dates and who are first entering the program prior to age 65 (in states with no Cash Sickness Laws).

	BENEFITS				Continuing Life Insurance After Age 65
	Before Retirement	Before Age 60	Before Age 65	Before Retirement	
	Life Ins.	Monthly Total and Permanent Disability Benefits (1)	Sickness & Monthly Extended Disability Benefit	From Accident Weekly Benefit Max. 52 Wks. (2)	To (Min. with 10 Yrs. in Plan) (Max with 25 Yrs. in Plan)
Effective 11/1/96	25,000	500	460	300	3,750 9,375.00
Effective 11/1/97	25,500	510	460	305	3,825 9,562.50
Effective 11/1/98	26,000	520	460	310	3,900 9,750.00

(1) For 50 months for those employees eligible for such Benefits (See Section 4)
 (2) Benefit payable at 66 2/3% of indicated amount until the first of the month following the attainment of one year's seniority.

Section 2. Schedule of Benefits for Employees Age 65 and Older.

(a) Life Insurance - 10 or More Years

If an Employee is insured at age 65 and has 10 or more years of Credited Service under the Retirement Plan at the end of the month in which he attains age 65, his Life Insurance shall be continued until his death. However, the amount of Insurance shall be reduced at the rate of 2% of the amount in force at age 65 for each month after he becomes age 65 until an ultimate amount of Life Insurance called "Continuing Life Insurance" is reached.

The Continuing Life Insurance amount will be determined by multiplying his years of Credited Service (not in excess of 25) under the Retirement Plan at the end of the month in which he attains age 65 by 1 1/2%. This amount will then be multiplied by the amount of Life Insurance in force at age 65. Except as otherwise provided herein such remaining Life Insurance will be continued thereafter until death of the Employee subject to the rights reserved to the Company to modify or discontinue the Program.

(b) Life Insurance - Less than 10 Years

If the Employee has less than Ten Years of participation at age 65, such reduction shall be made until his separation from active service or until the remaining Life Insurance equals \$500, whichever occurs first, and any amount remaining in force upon his separation from active service shall then be discontinued.

(c) Those Becoming Insured After Age 65

If an Employee becomes insured after age 65, the amount of his Life Insurance will be \$500 and Sickness and Accident Benefits will be \$50 per week for up to fifty-two (52) weeks. Such Employee shall not be eligible for any Insurance after separation.

Section 3. Life Insurance

(a) Payment of Benefit

At an Employee's death from any cause while insured, the amount for which he is insured shall be paid promptly to the person he has named as beneficiary. In the event the last named beneficiary dies before the Employee, or if no beneficiary shall have been named, the Life Insurance will be paid to the Employee's wife or husband, if living, or if not living, equally to the Employee's surviving children; if none survive, to either the Employee's mother or father, or to both equally if both survive; if there are no such survivors, to the executors or administrators of the Employee's estate.

(b) Beneficiary Designation

The Employee's Insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of Insurance in case there is no beneficiary living at the death of the Employee.

(c) All Insurance is term insurance without cash, loan or paid-up values.

Section 4. Total and Permanent Disability Benefits

(a) Benefit

An Employee eligible for Total and Permanent Disability Benefits can elect to have his Life Insurance paid to him in 50 monthly installments at the rate of \$20 for each \$1,000 of Group Life Insurance; provided, however, that no installment may be paid to any person after the month in which he attains age 65. If an Employee returns to work after receiving any such installments, his Life Insurance amount will be reinstated in full. If he subsequently collects disability installments, they are to stop when their total plus the total of installments paid for any previous disability equals the amount of his Life Insurance in force at the time of the subsequent disability.

If the Employee recovers but does not return to work, all Insurance is canceled but the Employee may convert the amount of unpaid installments (not less than \$500) into an individual policy, except that if he is then over age 60, he may continue Life Insurance equal to his unpaid installments (but not less than \$500) to age 65 by making

contributions at the rate of 50 cents per month per \$1,000; then his Insurance is reduced subject to Section 2 of this Article, except that if the amount of Life Insurance then in force is less than \$800 such lesser amount will be the amount of Continuing Life Insurance for such Employee.

(b) Eligibility

To be eligible for Total and Permanent Disability Benefits an Employee must:

- (1) Be totally and permanently disabled before the end of the month in which he reaches age 60;
- (2) Be no longer eligible to receive Accident and Sickness Benefits or Extended Disability Benefits;
- (3) Have completed at least a 26 week period of such disability;
- (4) Have 10 years of participation under the Group Life and Insurance Plan.

The Insurer shall reserve the right to require the Employee to submit to physical examination by physicians designated by it. There must be evidence satisfactory to the Insurer that the Employee is totally and permanently disabled by bodily injury or diseases as to be thereby prevented from engaging in any regular occupation or employment for remuneration or profit for the remainder of his life. Evidence that the disability continues may be required as a condition of continuing payments.

(c) Benefits Upon Death

If the Employee should die before all the monthly installments have been paid, the balance will be paid to his beneficiary in a lump sum. If all the installments have been paid, or if the unpaid balance is less than \$500, his beneficiary will receive \$500. Payment of Total and Permanent Disability benefits will in no way affect any benefit the Employee may be entitled to under the Retirement Plan.

(d) Benefits upon Reaching Age 65

No Total and Permanent Disability benefit payments shall be made to any person after the month in which he attains age 65. The balance of this Life Insurance in force at age 65 is continued subject to the provisions for reduction to a Continuing Group Life Insurance amount.

(e) Limitation

An Employee does not qualify for Total and Permanent Disability benefits for disability which results from service in the armed forces, unless he has been employed with the Company at least 10 years after separation from such service.

Section 5. Survivors Income Benefits

(a) Transition Survivor Income Benefit

If an Employee dies while insured for Survivor Income Benefits, leaving one or more Survivors, as defined below, the Insurer shall begin payment of not more than 24 monthly Survivor Income benefits ("Transition Survivor Income Benefits"), provided at least one of such Survivors is living on the first day of the month following the Employee's death and then qualifies as his Survivor.

The amount of the monthly Transition Survivor Income benefit is \$325.00, effective 11/1/96; prior to 11/1/96 it is \$275.00, for any month for which no eligible survivor of the deceased Employee is eligible for an unreduced old age, survivor's or disability benefit under the Federal Social Security Act as now in effect or as hereafter amended, and otherwise is \$225.00, effective 11/1/96, prior to 11/1/96 it is \$175.00.

For months in which two or more survivors share a benefit, each survivor's share is computed as a fraction of the Benefit that would be paid to him as a sole survivor, according to his own eligibility for Social Security benefits.

The first such Benefit is payable on the first day of the month following the Employee's death. Thereafter, a monthly Survivor Income Benefit is payable on the first day in each of the next 23 months, but if on the first

day of any month after the Employee's death no person then living qualifies as his Survivor, no such Benefit is payable for that month or any subsequent month.

Survivors are classified and defined as follows:

- (1) A "Class A Survivor" means an Employee's widow, whether or not remarried, but only if she was married to the Employee for at least a year immediately prior to her death.
- (2) A "Class B Survivor" means an Employee's widower, whether or not remarried, but only if he was married to the Employee for at least a year immediately prior to his death.
- (3) A "Class C Survivor" means the Employee's child who at the Employee's death and at the time a Survivor Income Benefit first becomes payable to such child is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under age 25, or (iii) totally and permanently disabled at any age over 21; provided, however, that a child under clause (ii) or (iii) must have been legally residing with and dependent upon the Employee at the time of his death.

A child ceases to be a Class C Survivor upon marrying or, if not totally and permanently disabled, upon reaching his or her 25th birthday. To qualify as the Employee's child, the child must be one of the following:

- (i) The Employee's own child born prior to the first of the month following the Employee's death;
 - (ii) The Employee's legally adopted child or a child with respect to whom he had initiated legal adoption proceedings which were terminated by his death;
 - (iii) The Employee's stepchild who resided with him at the time of death.
- (4) A "Class D Survivor" means the Employee's parent for whom he had, during the calendar year immediately preceding his death, provided at least 50% of such

parent's support, if such parent was:

- (i) The Employee's father or mother by blood relationship, or
 - (ii) The Employee's adopting parent.
- (5) The Survivors entitled to each monthly Survivor Income Benefit that becomes payable under this subsection 5 (a) shall be determined as follows:
- (i) The Employee's Class A or Class B Survivor who is living on the first day of a month shall be entitled to the Benefit payable for such month;
 - (ii) If neither the Employee's Class A nor Class B Survivor is living on the first day of a month, persons who qualify on that day as his Class Survivors, excluding any then deceased shall be entitled to the Benefit payable for that month, two or more such persons to share the Benefit equally;
 - (iii) If neither the Employee's Class A nor Class B Survivor is living on the first day of a month and no living person qualifies on that day as the Employee's Class C Survivor, persons who qualify on that day as the Employee's Class D Survivor, excluding any then deceased, shall be entitled to the Benefit payable for that month; two such persons to share the Benefit equally;
 - (iv) In any case in which the Class A or Class B eligible survivor waives irrevocably any right to receive Survivor Income Benefits, any payments of Transition Survivor Income Benefits to a Class C or Class D eligible survivor shall be determined as if the deceased Class A or Class B eligible survivor has not waived benefits. In no event, however, would any such benefit be paid to a Class C or Class D eligible survivor for any month for which Transition such Survivor Income Benefits would have been payable to the Class A or Class B eligible survivor except for the waiver or for any months subsequent to 24 calendar months after the date of death of the insured Employee.

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(b) Bridge Survivor Income Benefit

A Class A or Class B survivor who was at least 48 years of age at the Employee's death or whose age when added to the deceased Employee's seniority totals 55 or more and to whom 24 monthly Transition Survivor Income Benefits have been paid shall be paid an additional monthly Survivor Income Benefit ("Bridge Survivor Income Benefits") for each month there after while such Survivor lives and continues to qualify as a Survivor until the earlier of (i) her or his remarriage, or (ii) the month following her or his attainment of age 62 or such lower age at which full Widow's or Widower's Insurance Benefits become payable under the Federal Social Security Act as it may be amended or (iii) the commencement of a period covered by a waiver in accordance with (e) below, provided, however, that no additional monthly Survivor Benefit shall be payable to a Class A Survivor for any month for which she is eligible because of the care of a child to receive Mother's Insurance Benefits under such Act.

The amount of the monthly Bridge Survivor Income Benefit is \$325.00, prior to 11/1/96 it is \$275.00.

(c) Assignment and Attachment

An Employee may not assign his Survivor Income Benefits and his Survivors may not assign any monthly Survivor Income Benefit that becomes payable. To the extent permitted by applicable law, monthly Survivor Income Benefits shall not be subject to attachment or other encumbrance or subject to the debts or liability of any Survivor.

(d) Proof of Death and Entitlement

Survivor Income Benefits become payable only if due proof of the Employee's death is submitted to the Insurer. Payment of each monthly Survivor Income Benefit is subject to the condition that the person claiming the Benefit submit to the Insurer due proof of entitlement to such Benefit.

(e) Waiver

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A Class A or Class B eligible Survivor may waive irrevocably any right to receive Survivor Income Benefits with respect to any period by completing a waiver form furnished by the Insurer for that purpose. No Survivor Income Benefits shall be payable for any period covered by such waiver.

Section 6. Accidental Death and Dismemberment Insurance

(a) Benefit

If an Employee has an accidental injury and dies or incurs any of the other losses described below as a result of, and within one year of such accident, the Employee or his designated beneficiary may receive benefits, provided the Employee is insured for this coverage at the time of such injury and at the time of such loss:

Loss	Accidental Death and Dismemberment Benefit
Accidental Death or accidental loss of more than one of the following: hand, foot, or sight of an eye.	Equal to one-half Life Insurance in force
Accidental loss of one of the following: hand, foot, or sight of an eye.	Equal to one-quarter Life Insurance in force

Loss of a hand or a foot means severance at or above the wrist or ankle joint; and loss of sight of an eye means total and irrecoverable loss of sight.

(b) Definition of Accidental Injury

Accidental injury is one that occurs directly and solely through external, violent and accidental means.

(c) Examination

In the case of dismemberment claims, the Insurer has the right as often as it may reasonably require to examine the Employee at its expense while the claim is pending.

It also has the right to make an autopsy, where not forbidden by law, in connection with Accidental Death Claims.

(d) Limitations

No payment shall be made for any loss caused wholly or partly, directly or indirectly, by:

- (1) disease or bodily or mental infirmity, or medical or surgical treatment thereof;
- (2) ptomaine or bacterial infection, except septic infection of and through a visible wound accidentally sustained;
- (3) self-destruction or intentionally self-inflicted injury while sane or insane;
- (4) war, or any act of war, whether declared or undeclared.

Section 7. Accident and Sickness Insurance

(a) Eligibility Requirements

To be eligible for benefits, an Employee must:

- (1) become wholly and continuously disabled, while insured for Accident and Sickness Insurance;
- (2) be unable to perform all duties of his occupation;
- (3) be under a doctor's care, and
- (4) furnish the Insurer with notice and satisfactory proof of disability on a timely basis under (h) below.

(b) Commencement of Benefits

If an Employee is eligible for Benefits as the result of an accident, Benefits start on the first day of disability. If an Employee is eligible for Benefits as the result of a sickness, Benefits start on the eighth day of disability, but if the sickness confines him in a hospital before the eighth day of disability, benefits start on his first day there.

If an Employee undergoes an outpatient surgical

procedure for which a payment of at least \$25 is payable under H-S-M-D-D Program, benefits start the day following the day of surgery. An Employee is confined in a hospital only if confinement is for at least 18 consecutive hours or if the hospital makes a room and board charge. A benefit paid for any day in which the Employee receives some pay for the Company shall be reduced by the amount of that pay applicable to such day.

(c) Duration of Benefits

An Employee is eligible for benefits for as many weeks as any one accident or illness keeps him disabled with a limit of 52 weeks for one continuous period of disability. Benefits stop when the Employee is able to return to work.

In addition to the time limits above, Accident and Sickness Benefits are further limited for one continuous period of disability to the lesser of 52 weeks or a period equal to the time at commencement of disability since his most recent hire or rehired.

If an Employee becomes disabled again by a new illness or accident, he can make a new claim for benefits. He can also make a new claim for benefits if an old accident or illness disables him again, provided he has been back to work seven working days or more.

If the plant physician determines that an Employee is unable to be placed at work because of medical restrictions, continued payments of A & S benefits will be provided until such time as the individual has been returned to employment or the maximum payment period for A & S benefits expires, whichever occurs first.

(d) Examination

The Insurer has the right to have the Employee examined at its expense, while the Accident and Sickness claim is pending or being paid.

(e) Unemployment Compensation

An Employee is not entitled to Accident and Sickness Benefits while he is eligible for unemployment benefits

under any unemployment compensation law.

(f) Workers' Compensation

An Employee's Accident and Sickness Benefits are reduced by the amount of any lost time Workers' Compensation Benefits to which he is entitled. However, there will be no reduction in Accident and Sickness Benefits for Workers' Compensation payments for loss of Member or 100% loss of use of member.

No Accident and Sickness Benefit is payable for an occupational disability if the Employee has rejected or otherwise waived his rights to coverage under the Workers' Compensation Law applicable to him.

(g) Accident and Sickness Benefits for Less than a Week

Accident and Sickness Benefits for less than a full week are determined on the basis of one-fifth of the weekly benefit for each regular work day of disability (where state laws permit).

(h) Notice and Proof of Claim

Employees must give written notice of injury or sickness to the Insurer within 20 days after the date of the accident causing such injury or the commencement of disability resulting from such sickness or as soon thereafter as is reasonably possible. Proof of such injury or sickness must be furnished to the Insurer within 90 days after the termination of the period for which weekly benefits are payable under the plan.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

(i) Holiday Pay Eligibility

Accident and Sickness Benefits are not paid for any day for which the Employee is entitled to holiday pay.

(j) Waiver

An Employee may waive irrevocably any right he may have to receive Accident and Sickness Benefits with respect to any period of disability by completing a waiver form furnished by the Insurer for that purpose. No Accident and Sickness Benefits shall be payable for any period of disability covered by such waiver.

(k) Coverage During Disability Dispute

In the event A & S benefits are terminated because of a dispute over whether or not an Employee continues to be disabled, an Employee's A & S coverage for unrelated disability will remain intact until he is cleared to return to work by his personal doctor, but no longer than the period during which coverage would be continued if there were no dispute.

Section 8. Reinstatement of Accident and Sickness Insurance During Layoff

(a) Eligibility Requirements

Accident and Sickness Insurance shall be reinstated, subject to the modifications set forth herein for an Employee who

- (1) becomes wholly and continuously disabled while on a qualifying layoff as defined in the Doehler-Jarvis, Inc. UAW Supplemental Unemployment Benefit Plan (SUB Plan) and while insured for Life Insurance, and
- (2) has been eligible for a Regular Benefit under the SUB Plan, or has been employed by another employer immediately prior to his becoming disabled.

Notwithstanding the provisions of Section 7, Accident and Sickness Benefits provided under this Section 8 are payable if, with respect to each week for which a benefit is claimed, the Employee:

- (1) is unable to perform all duties of his occupation;
- (2) is under a doctor's care and

- (3) had to his credit at least a Credit Unit under Doehler-Jarvis, Inc. UAW Supplemental Unemployment Benefit Plan.

(b) Payment of Benefits

Benefits start on the first day following the last day for which a SUB Regular Benefit was payable to the Employee if he was receiving Regular Benefits immediately prior to his becoming disabled; otherwise on the first day of qualifying disability. No benefit shall be payable beyond the time that the Employee no longer satisfies the disability requirement except that, if he remains on qualifying layoff under the SUB Plan, benefits shall be payable for remaining days in the same week as defined in the SUB Plan for which he does not receive a Regular Benefit.

(c) Suspension or Reduction of Benefits

No benefit shall be payable for any week in which:

- (1) the Employee receives an Accident and Sickness or Extended Disability benefit under Section 7 & 9 of this program, or
- (2) the Credit Unit Cancellation Base under the Unemployment Benefit Plan is below \$18. The benefit for any week shall be reduced by the amount of any disability benefit he receives for the same week under a plan financed in whole or in part by another employer.

(d) Other

Except as specifically modified herein, benefits under this Section 8 shall be governed by the applicable provisions of Section 7.

Section 9. Extended Disability Benefits

(a) Eligibility for Benefits

An Employee who is insured for Accident and Sickness Benefits and who, at the date of expiration of the maximum number of weeks for which he is entitled to

receive Accident and Sickness Benefits and during a continuous period of disability thereafter, is totally disabled so as to be unable to engage in any gainful occupation or employment for which he is reasonably qualified by education, training or experience receives monthly Extended Disability Benefits for the period described in (c) below.

(b) Amount of Benefit

- (1) The monthly Extended Disability Benefit is the applicable amount shown in the Schedule of Benefits in Section 3, reduced by an amount equal to the monthly equivalent of the total of the following benefits for which the person receiving Extended Disability Benefits is eligible:
 - (i) All benefits under any retirement plan for the Company's Employees;
 - (ii) Lost Time benefits under Workers' Compensation laws or other laws providing benefits for occupational injury or disease, including lump sum settlements, but excluding specific allowances for loss, or 100 percent loss of use, of a body member.
 - (iii) Disability or Old-Age Insurance benefit to which the person is entitled (primary Insurance amount) under the Federal Social Security Act or any future legislation providing similar benefits, except old-age Benefits reduced because of the age at which received.
 - (iv) Benefits under any state or federal law providing benefits for working time lost because of disability.
- (2) In determining the amount by which Extended Disability Benefits are reduced:
 - (i) The monthly equivalent of benefits paid on a weekly basis are computed by multiplying the weekly benefit rate by 4.33, and
 - (ii) Lump-sum settlements under state Workers' Compensation laws result in reduction equal to

the monthly equivalent of the Workers' Compensation benefit to which the Employee would have been entitled under applicable law had there been no lump sum payments but not to exceed in total the amount of the settlement, and

- (iii) The amount of the benefit under Subsection (b) (1) (ii), (iii) or (iv) above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable except that the amount of such increase is not disregarded if it represents an adjustment in the original determination of the amount of such benefit.

- (3) Extended Disability Benefit computations presume eligibility for Social Security Disability Insurance Benefits and Retirement Plan disability retirement benefits. However, such presumption of Retirement Plan disability retirement benefits is not made with respect to any Extended Disability Benefit payments due for the 12 month period immediately following the date of expiration of the maximum number of weeks for which the Employee is entitled to receive Accident and Sickness Benefits.

Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that reduction in Extended Disability Benefits is made in an amount equal to Social Security Disability Insurance Benefits that would have been payable except for refusal to accept vocational rehabilitation services.

- (4) Benefits payable for less than a full calendar month are prorated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.
- (5) The Insurer may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of his income from sources listed in (1), above.

(c) Commencement and Duration of Benefits

- (1) Extended Disability Benefits to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Accident and Sickness Benefits, including weeks in which such Accident and Sickness Benefits were partially or wholly offset because of receipt of Social Security or Workers' Compensation Benefits.
- (2) The maximum period during which Extended Disability Benefits may be payable shall be the number of months by which the Employee's full months of seniority at commencement of disability exceeds the maximum number of weeks for which he is entitled to receive Accident and Sickness Benefits, but in no event beyond the date of death, the end of the month in which he attains age 65, or the time that he no longer satisfies the disability requirement. If an Employee's return to work with the Company is not effective to qualify him for a new period of Accident and Sickness Benefits (i.e. an ineffective return to work) or if he engages in some gainful occupation or employment other than one for which he is reasonably qualified by education, training or experience, his satisfying of the disability requirements shall not be deemed to end, but his Extended Disability Benefit shall be suspended for the period of the ineffective return to work or the period he engages in such occupation or employment.
- (3) For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in (b) (1) above, or suspended under (c) (2), above, are counted as a full month. Fractions of the first and last month are counted as fractions of a month.
- (4) The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition, reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible when Extended Disability Benefits again commence.

(d) Rehabilitation

There is no ineligibility for Extended Disability Benefits because of work which is determined to be primarily for training under a recognized program of vocational rehabilitation.

(e) Proof of Disability

The Insurer may require an applicant, as a condition of eligibility, to submit to examinations by a physician designed by it for the purpose of determining his initial or continuing disability.

(f) Exclusions

No benefit shall be payable for any period of disability resulting from service in the armed forces (unless he has been in employment with the Company at least 10 years after separation from such service).

(g) Waiver

An Employee may waive irrevocably any right he may have to receive Extended Disability Benefits with respect to any period of disability by completing a waiver form furnished by the Insurer for that purpose. No further Extended Disability Benefits shall be payable.

Section 10. When an Employee Stops Working for Any Reason before Age 65.

(a) Quit or Discharge

Coverage for an Employee whose employment is terminated, except as provided under other subsections of this Section 10, shall terminate as follows:

- (1) for an Employee whose employment is terminated by quitting or being discharged, coverage terminates as of the date he quits or is discharged, except that for a discharged former Employee who has a grievance pending to protest his loss of seniority, coverage terminates as of the end of the month in which employment terminates;
- (2) for an Employee whose employment is terminated for failing to report or overstaying leave, coverage

terminates as of the end of the day in which seniority is broken;

- (3) for an Employee whose employment is terminated for reasons not otherwise provided for in this Section 10, coverage shall terminate as of the end of the day in which employment is terminated.

Life Insurance and Survivor Income Benefit coverages terminate on the Employee's last day worked, except as may be provided in this Article II.

(b) Layoff

If any Employee is laid off, all of his Insurance coverages will be continued for one month after the month in which he was laid off. If he remains on layoff beyond the period for which coverages are provided hereunder, he may continue Life Insurance, Accidental Death and Dismemberment Insurance and Survivor Income Benefit coverages for up to an additional eleven months of layoff by paying the applicable contributions referred to in schedule.

(c) Leaves of Absence (Other Than Medical)

If an Employee goes on approved leave of absence, except an Employee serving in the capacity of International Union Representative, all of his Insurance coverages will be continued for the first full month of the Leave. Throughout the rest of an approved nonmedical leave of absence, such an Employee can continue all of his Insurance coverages in force by paying the applicable contributions referred to in schedule.

If an Employee goes on an approved Union Leave of Absence in accordance with the collective bargaining agreement while serving in the capacity of International Union Representative, he may continue Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage by paying the applicable contributions referred to in (k) below.

(d) Medical Leave of Absence

If an Employee ceases active work because of disability,

the Company will continue all of his Insurance coverages while he is absent due to disability but not to exceed a period equal to his seniority when his absence commenced. (Accident and Sickness Insurance or Extended Disability Insurance terminates when maximum duration of benefits is reached.) In the event Accident and Sickness Benefits cease, pursuant to the Insurer's medical examination, while an Employee's doctor continues to certify to total disability and if the Employee remains on medical leave of absence, Accident and Sickness Insurance shall remain in force but in no case would the duration of benefits exceed the maximum period for which benefits would have been payable at the onset of disability as set forth in Section 7, Duration of Benefits.

If an Employee remains continuously and totally disabled beyond the period for which the Company pays the entire cost, he may continue his Life and Accidental Death and Dismemberment Insurance in force by paying the applicable contributions referred to in (k) below.

If an Employee is placed on a medical leave of absence as a result of a recall from layoff, the Company will provide Life and Accidental Death and Dismemberment Insurance and Survivor Income Benefits coverage for any month while he remains totally and continuously disabled and on a medical leave of absence on the same basis as if he ceased active work because of disability.

If an Employee qualified for, and elects to receive monthly Total and Permanent Disability Benefits, Accidental Death and Dismemberment Insurance is not continued after such Benefits begin.

(e) Early and Special Early Retirement

If an Employee retires early under the Retirement Plan, he may continue his Life and Accidental Death and Dismemberment Insurance in force to age 65, by paying 50 cents per month for \$1,000 of Life Insurance. If he retires under these provisions prior to age 55, the Company will continue his Survivor Income Benefits coverage until age 55.

If an Employee who retired under the Doehler-Jarvis, Inc. Wage Pension Plan other than Disability

Retirement, prior to age 65 should return to work prior to age 65 while still insured, Retired Insurance, if any, will be canceled and he may elect to be insured as an active Employee until age 68 or until he again retires, whichever is earlier, subject to provisions of this program.

(f) Disability Retirement

If an Employee retires under the Disability Retirement provisions of the Retirement Plan, the Company will continue his Life Insurance and Survivor Income Benefits coverage until age 65. The Company will also continue his Accidental Death and Dismemberment Insurance until age 65 unless he elects to receive the Monthly Total and Permanent Disability Benefit.

(g) Uninsured Retirees

An uninsured Employee retiring between ages 55 and 65 under the Retirement Plan without returning to work from layoff or leave of absence shall become insured, if he is then under age 65, on the first day of the month following the month in which seniority is broken because of such retirement for the same coverage he otherwise could have continued at the time of his retirement in the amount he had in force while last working. Such coverages shall then be continued as provided in (d) or (e) above.

(h) Termination Between Ages 60 and 65 (Excluding Retirement)

If employment of an Employee terminates for any reason except retirement between ages 60 (or prior to that age if he is still insured at age 60) and 65 and he has at least five years of creditable service under the Retirement Plan at age 60, he may continue Life Insurance and Accidental Death and Dismemberment Insurance until age 65 by paying the applicable contributions referred to in the schedule below based on the amount of Life Insurance he had in force while working unless terminated for total and permanent disability in which event the Company will pay the cost.

(i) While a Grievance is Pending

While an Employee has a grievance pending to protest his loss of seniority from discharge, failure to report, overstaying leave or to protest a disciplinary layoff, he may continue his Life Insurance, Survivor Income Benefits coverage and Accidental Death and Dismemberment Insurance after the month in which his seniority loss occurred by paying the applicable contributions referred to in the schedule below. If he is reinstated or if his disciplinary layoff is reduced, the Company will reimburse him for premium payments that the Company would have paid had he remained at work.

(j) Limitations

(1) Age

Contributions, if any, which an Employee may make for continuing any of the Insurance coverages under any of the situations described in this Section 10, may not be continued beyond the month in which he becomes age 65. At the end of such month, all Insurance other than Life Insurance terminates, and Life Insurance becomes subject to the provisions of Section 2.

(2) Work Elsewhere

No Insurance will be continued while an Employee is working elsewhere except if he qualifies under Subsection (d), (e), (g), and (h) of this Section or if he is on Leave of Absence for public political office or union business, or for any month for which the Company continues coverage without contribution by the Employee.

(k) Payment of Premiums

In all of the circumstances described in this Section (except (a)) the Company pays all or part of the premium. An Employee must contribute his portion of the premium in order to keep his Insurance in force when required to do so. Monthly contributions required and the amount payable are as follows: (See Table on next page.)

	Company Pays	Employee then contributes in accordance with the monthly contribution rate below		
		On or after Nov. 1, 1996	On or after Nov. 1, 1997	On or after Nov. 1, 1998
1. Quit or Discharge				
2. Layoff	First Month	\$12.50	\$12.75	\$13.00
3. Union Leave of absence, except Medical or Union leave	First Month	\$12.50	\$12.75	\$13.00
4. Union leave of absence (Local Union)	First Month	\$12.50	\$12.75	\$13.00
5. Union leave of absence (International Representative)	Through month in which leave is issued	\$12.50	\$12.75	\$13.00
	Length of absence due to disability but not to exceed a period equal to seniority			
6. Medical leave of absence		\$12.50	\$12.75	\$13.00
7. Early Retirement		\$12.50	\$12.75	\$13.00
8. Disability Retirement		\$12.50	\$12.75	\$13.00
9. Termination between 60 & 65	Entire period	\$12.50	\$12.75	\$13.00
10. While a grievance is pending		\$12.50	\$12.75	\$13.00

Section 11. Conversion of Life Insurance

(a) Termination of employment prior to age 65

If an Employee ceases active work and is eligible for continued Insurance beyond the end of the month in which he ceased active work, as provided under Section 10, his Group Life Insurance, including Survivor Income Benefits coverage, will stay in force during the period for which premium contributions are paid and accepted, except that Survivor Income Benefits do not remain in force, except as provided in Section 10 (d), after he retires as an Early, Special Early or Normal Retirement under the Retirement Plan, or if he retires as a Disability Retirement, after he reaches age 65.

During the 31 day period following termination, an Employee may convert, without medical examination, to any individual policy of Life Insurance then customarily issued by the Insurer, except term Insurance. This is done by making application and paying the required premium to the Insurer. The Premium for the individual policy will be that required by the class of risk to which the Employee belongs, the form and amount of the individual policy, and his age. The maximum amount of the individual policy will be equal to the amount of his Group Life Insurance, including Survivor Income Benefits in force on the day immediately preceding the 31 day period during which he can convert to an individual policy. However, the individual policy may be in any lesser amount (minimum \$500) that he selects.

In determining the maximum amount of individual Life Insurance to which an Employee may convert, the total of all monthly Survivor Income Benefits that would have become payable to his Survivors under Section 5 had he died on the day before the 31 day period for converting will be included assuming that persons who would then have qualified as his survivors did not become ineligible for such Benefits because of marriage or death.

(b) Termination of Employment after Age 65

An Employee may convert to an individual policy of Life Insurance, without medical examination as described in Subsection (a) above, if his employment terminates at or

after age 65, except that

- (1) He must apply and pay the first premium for the individual policy within 31 days following his termination date, and
- (2) The maximum amount of the individual policy to which he may convert is reduced by the amount of Continuing Group Life Insurance for which he becomes eligible, and
- (3) When the individual policy becomes effective, his Group Life Insurance remaining in force will be reduced by the amount of such individual policy.

During the 31 day period converting in accordance with this Subsection (b), his Group Life Insurance, including Survivor Income Benefits, stays in force except that Survivor Income Benefits do not stay in force after he retires under the Retirement Plan.

Section 12. Termination of Insurance

An Employee's Insurance under his plan will be on the earliest of the following dates:

- (a) The date the group Insurance contract terminates;
- (b) The end of the month in which the Employee is transferred to an ineligible class of employees;
- (c) With respect to each Insurance coverage, the date the provisions of the group Insurance contract relating to such Insurance coverage terminates;
- (d) With respect to Accidental Death and Dismemberment Insurance, the date Total and Permanent Disability payments become payable;
- (e) The day on which he ceases active work unless he continues his Insurance coverages as provided in Section 10; unless he has a grievance pending to protect his loss of seniority.

ARTICLE III

Hospital-Surgical-Medical, Prescription Drug and Dental Expense Coverages ("H-S-M-D-D Program")

Section 1. Establishment of Hospital, Medical, Prescription Drug, and Dental Expense Plan

(a) Program

Effective July 1, 1968, hospital and medical expense coverages for Employees shall be those provided under an agreement between the Company and Blue Cross and Blue Shield, hereinafter referred to as a "Control Plan" or an insurance carrier offering hospital and/or medical expense benefits. When Blue Cross and Blue Shield are the Providers of benefits under this agreement, the Control Plan shall accept the responsibility for assuring that the benefits under a National Account Program are provided.

Effective July 1, 1987, hospital and medical expense coverages shall be subject to an annual deduction of \$100 per individual and \$300 per family.

- (1) Hospital Expense coverages shall be provided for the following, including those benefits provided by administrative practices and interpretations:
 - (i) room and board for ward, semi-private, intensive care and cardiac care accommodations; private accommodations at the hospital's semi-private rate unless medically necessary;
 - (ii) a maximum benefit period of 365 days (45 days for confinement due to pulmonary tuberculosis or mental or nervous disorders);
 - (iii) miscellaneous fees;
 - (iv) out-patient expenses;
 - (v) payment will be limited to 80% of the hospital charges for a non-emergency hospital confinement on a Friday or Saturday where no substantial

medical services are rendered until the following Monday or later.

(2) Surgical-Medical Expense coverages shall be provided for the following, including those benefits provided by administrative practices and interpretations:

- (i) convalescent facility expenses;
- (ii) treatment of mental illness and alcoholism;
- (iii) ambulatory surgical center expenses;
- (iv) radiation therapy;
- (v) emergency medical expenses;
- (vi) diagnostic procedures;
- (vii) medical services.

(3) Prescription Drug Expense Benefits will be provided with a deductible amount ("copayment") of \$2.00 for each separate prescription order and refill. Certain maintenance type legend drugs shall be covered up to 100 unit doses if greater than a 34-day supply.

(4) Dental Expense Benefits will be provided for active Employees effective December 1, 1987 for the following:

- (i) 80% of all preventative services;
- (ii) 50% of all remaining covered services after payment of a \$50 annual deductible per person;
- (iii) 50% of orthodontic claims after payment of a \$50 deductible to a lifetime maximum of \$750 per person (effective 11/1/98 increase to \$1,000).

(b) Uniform Benefits

The Provider shall have responsibility for assuring that uniform coverages are provided for all Employees covered by such program.

(c) Enrollment Classifications

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At the Employee's option, coverage under this Section 1 may include protection for (i) self only, (ii) self and spouse, or (iii) self and family (including spouse and eligible children and including an otherwise eligible child as of the first day of the month following an application meeting conditions specified by the Provider for establishing without regard to the nine month waiting period that the child is residing with and receiving principal support from the Employee).

(d) Third Parties

It is understood that the provisions herein and in the attached Exhibit are agreements between the Company and the Union and although they set forth intended arrangements involving third parties, they shall not be relied upon by any such third party as establishing any right for it against the Company or Union.

Section 2. Optional Coverages

Local plans shall provide under the Employee's or retiree's contract optional coverages for dependents other than those specified in Section 1 above. The coverages shall be those hospital-medical expense coverages provided in Section 1 (b) above and shall be for those dependents eligible for optional coverage as defined by the control plans.

Those eligible for optional coverages are not included in references in this H-S-M Program to "eligible dependents". Coverages provided under this Section for a dependent enrolled at the time of an Employee's or retiree's death may be continued at the option of the Employee's or retiree's surviving spouse while such spouse is enrolled for coverages as provided in Section 3 (d). The Employee, retiree or surviving spouse shall pay the full additional cost of coverage under this Section 2.

Section 3. Company Contributions

(a) While Employed

Except as otherwise provided herein, the Company will make monthly contributions for the following month's coverage (unless there is no coverage for that month under Section 4 or 6) on behalf of each subscribing Employee

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while he is at work (as defined below) toward the cost of the Hospital-Surgical-Medical, Prescription Drug, and Dental coverages described in Section 1 above equal to the full subscription rate or premium charge for the classification of coverage to which the Employee shall have subscribed according to his enrollment classification.

For purposes of this Section, an Employee shall be considered "at work" in any month if he receives pay from the Company for any time during such month.

(b) While Disabled

During an Employee's approved medical leave of absence or absence while disabled so as to be unable to work on his customary job or available work, while an Employee is receiving Extended Disability Benefits after exhaustion of reinstated Accident and Sickness Benefits under Section 7 of the Group Life and Disability Insurance part of the Program, the Company shall pay the full subscription rate or premium charge of coverage under Section 1 above for the Employee and his eligible dependents for the duration of such absence; but not to exceed the period equal to his seniority when the absence commenced or, if greater, the period he is receiving such Extended Disability Benefits.

(c) For Retired Employees

The Company will make monthly contributions for the following month's coverage on behalf of

- (1) Retired Employees (not including a former Employee entitled to or receiving a deferred vested pension) and,
- (2) Employees terminating after age 65 (except those whose discharge for cause has not been appealed, or if appealed, has been finally upheld) with insufficient credited service to entitle them to a retirement benefit under the Retirement Plan and their eligible dependents, towards the cost of Hospital-Surgical-Medical and Prescription Drug Coverages equal to the full monthly charge.

The continued coverage to which retired Employees are entitled will be only the applicable coverages as

described in Section 1 above. The Company may, from time to time, request that retired Employees attest to the eligibility status of their dependents towards whose coverage the Company contributes. If the retired Employee fails to comply with such request, the Company may reduce the retired Employee's coverage to that of "self-only", unless it can be demonstrated that he has an eligible dependent.

(d) For Surviving Spouse

The Company will make monthly contributions for Hospital-Surgical-Medical and Prescription Drug Coverages on behalf of the surviving spouse (and the spouse's eligible dependents).

- (1) Of an Employee, as long as monthly Survivor Income Benefits provided in Article II, Section 5 are payable.
- (2) Of an Employee who at the time of his death was eligible to retire on an Early or Normal Pension under Article II of the Doehler-Jarvis, Inc. Pension Plan for Wage Basis Employees.
- (3) Of a retired Employee if, prior to his death, he was receiving a benefit under Article II of the Doehler-Jarvis, Inc. Pension Plan for Wage Basis Employees. Contributions shall be continued until such time as the surviving spouse shall remarry.

The Company may from time to time request that surviving spouses attest to the eligibility status of themselves and their dependents towards whose coverage the Company contributes. If the surviving spouse fails to comply with such request, the Company may cease contributions toward the surviving spouse's coverage.

Section 4. Commencement of Coverage

An Employee shall become eligible for coverage on the first day of the calendar month following the month in which employment commences when making applicable premiums.

Section 5. Continuation of Coverages

(a) Extended Coverage During Layoff

An Employee may continue his coverage during layoff without a break in seniority for such period of time as may be required by applicable Federal or State law.

(b) Extended Coverage During Leaves

An Employee on approved leave of absence, other than for disability, may continue his coverage through the twelfth consecutive month following the last month of his coverage for which contributions were made while he was at work (and during the period of renewed Union leaves of absence).

(c) While Grievance Pending

During such period as a former Employee has a grievance pending to protest his loss of seniority from discharge, failure to report or overstaying leave as provided in the collective bargaining agreement, to protest a discharge or to protest a disciplinary layoff, he may continue his coverage following the last month of his coverage for which contributions were made while he was at work.

(d) Payment of Continuation

An Employee continuing coverage under this Section beyond the period for which contributions were made by the Company, must pay the full subscription rate of premium charge for such continuation; provided, however, that if an Employee who has continued coverage under Subsection (c) is reinstated following such loss of seniority or if the disciplinary layoff is reduced, the Company will reimburse him for all the contributions in respect to coverage hereunder which the Company would have made if the Employee had remained at work.

Section 6. Termination of Coverage

Coverage for an Employee whose employment is terminated by quitting, being discharged, failing to report or overstaying leave, shall terminate as of the day on which employment is terminated unless such a former Employee incurring a break in seniority by being discharged, failing to report or overstaying leave has a grievance pending to protest his loss of seniority

under the collective bargaining agreement or to protest a discharge under the collective bargaining agreement. Except as provided above, coverage shall terminate as of the last day of the month following the month in which an Employee was last at work unless continued under Section 3 or 5 above.

Section 7. Availability of Coverage

Any provision as to the coverage to be provided or as to eligibility for coverage or for continuation of coverage hereunder is limited by the availability of such coverage from the Plans.

Section 8. Enrollment

An eligible Employee or retired Employee electing to enroll for applicable coverages must complete an application for the coverages in which he elects to participate. A surviving spouse electing to enroll for applicable coverages must complete an application if the applicable plan so requires.

Section 9. Federal Hospital-Surgical-Medical, Prescription Drug and Dental Expense Benefits Provided by Law

- (a) The provisions of the H-S-M-D-D Program shall not be applicable to Employees, former Employees (including retired Employees) or surviving spouses who are or may become eligible for Hospital, Surgical or Medical Expense benefits under any federal law providing such benefits for the public at large. Compliance by the Company with such laws shall be deemed full compliance with the provisions of this Hospital-Surgical-Medical and Prescription Drug program with respect to Employees, former Employees, or surviving spouses eligible for benefits under such laws.

If as a result of such laws the level of benefits provided for any group of Employees, former Employees, or surviving spouses, or their dependents, is generally lower than the corresponding level of benefits under Section 1 above, the Company shall upon mutual agreement with the Union provide a plan of benefits supplementary to the benefits provided by the law to the extent necessary to make total benefits as nearly comparable as practicable to the benefits provided in Section 1 above, with such contributions by Employees, former Employees, or surviving spouses as are mutually determined to be

consistent with the contributions established in the H-S-M-D-D Program.

- (b) The provisions of (a) above to the contrary notwithstanding and upon mutual agreement between the Company and the Union, the Company may, if such laws permit, substitute a plan of benefits for the benefits provided by the laws referred to in (a) above, and modify the applicable provisions to the extent and in the respects necessary to secure the approval of such substitution from the appropriate governmental authority. The Company may make such plan available to Employees, former Employees and surviving spouses and require from them such contributions as are mutually determined to be consistent with the contributions established in this H-S-M-D-D Program.
- (c) Hospital-Surgical-Medical and Prescription Drug Benefits provided Employees, former Employees, (including retired Employees) or surviving spouses under this H-S-M-D-D Program may be reduced by the amount of such benefits provided under any federal law. In cases where the Employee, former Employee or surviving spouse exercises an option under the Federal Social Security Act or similar law to take cash payments in lieu of Hospital-Surgical-Medical coverages provided in this H-S-M-D-D Program the equivalent of such payments will be required as a contribution toward the Hospital-Surgical-Medical and Prescription Drug coverage, but not to exceed local plan premiums or subscription charges, and such contributions shall be deducted from the monthly retirement benefit payable to the Employee, former Employee or surviving spouse under the Retirement Plan.

Section 10. Company Contributions During Work Stoppages

The Company shall not be liable to continue contributions toward, nor provide any of, the benefits stipulated under the H-S-M-D-D Program at any location which participates in any type of work stoppage beyond the date of such stoppage.

The Company shall not be liable to continue contributions toward, nor provide any of, the benefits stipulated under the H-S-M-D-D Programs during any period for which there is no Master Contract in effect.

ARTICLE IV

Definitions

Section 1. Employee

(a) Any person regularly employed by the "Company" (Dochler-Jarvis, Inc.) in the United States on an hourly rate basis including:

- (1) Hourly-rate persons;
- (2) Hourly-rate persons on incentive pay plans;

(3) Part-time and hourly-rate Employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which required fewer hours of work than the regular work-week, provided the services of such Employees are normally available for at least half of the employing unit's regular work-week.

(b) The term "Employee" shall not include temporary Employees.

Section 2. Effective Dates of Program

- (a) Original Date: October 1, 1950
- (b) First Amendment Date: November 1, 1955
- (c) Second Amendment Date: January 1, 1959
- (d) Third Amendment Date: July 10, 1962
- (e) Fourth Amendment Date: August 1, 1965
- (f) Fifth Amendment Date: July 1, 1968
- (g) Sixth Amendment Date: July 1, 1971
- (h) Seventh Amendment Date: July 1, 1974
- (i) Eighth Amendment Date: September 5, 1977
- (j) Ninth Amendment Date: September 6, 1980

(k) Tenth Amendment Date: July 11, 1983

(l) Eleventh Amendment Date: April 17, 1986

(m) Twelfth Amendment Date: December 7, 1993

(n) Thirteenth Amendment Date: September 9, 1996

Section 3. Years of Participation

(a) For service prior to the original effective date of the Program, years of participation shall equal the length of service from the continuous plant service date to the original effective date of the program plus additional recognized length of service, if any, as a salaried Employee at continuous plant service date. If the Employee is represented under a collective bargaining agreement, length of service from continuous plant service date to the original effective date of the Program shall be the Employee's seniority as defined in such agreement, at the effective date of the Program. Any service prior to December 1, 1926 shall be excluded.

(b) For service subsequent to the original effective date of the Program, years of participation shall be the total duration of all periods after the original effective date during which the Employee is insured for Life Insurance whether or not the Employee's service is continuous for such periods, plus any time spent by the Employee on Military leave (Providing Employee is re-hired within four years under the provisions of the Federal Re-employment Laws and the terms of his leave), plus any period during which the Employee received Total and Permanent Disability Benefits as described in Article II, Section 4.

After the original effective date of the Program, any Employee who is not insured for Life Insurance under Article II during the whole of a period in excess of twenty-four consecutive months, loses years of participation for any period prior to a subsequent resumption of coverage except that there shall be no loss of years of participation while the Employee's seniority remains unbroken. Years of participation credit shall not be allowed for any period during which coverage is maintained on layoff at the Employee's sole cost and without Company contribution.

(c) Notwithstanding the definition of Years of Participation in Subsections (a) and (b) above, any Employee under age 65 eligible to participate in this Program prior to August 1, 1965 who becomes insured for the first time under Article II on August 1, 1965 shall be entitled to have his coverage continued under Article II or the same period while he is totally and continuously disabled while on an approved disability leave of absence as he is entitled to have his coverage continued under Article III. The Company will pay the full cost for such coverage during the continuance of his approved disability leave while he is totally and continuously disabled.

Section 4. Union

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) for itself and in behalf of its National Doehler-Jarvis, Inc. Council, and its Locals 1056 and 1058, or any successor to them or to any of them as collective bargaining agents for the Employees they, or any of them, now represent.

Section 5. Insurance Company

"Insurance Company" where used in Article II, shall include the Company or its designated administrative body for any plan or coverage which is self insured.

Section 6. Company

Doehler-Jarvis, Inc. or any successor to it in the ownership of substantially all of its assets.

Section 7. Board of Directors

The Board of Directors of the Company or the Executive Committee of said Board.

Section 8. Participating Group

As used in this Program, Participating Group shall mean that group of Employees in any one location of the Company, each one of whom is eligible for and has enrolled for coverage under Article II and III of the Program.

Section 9. Retirement

As used in this Program, Retirement shall mean any termination of employment at a time when the Employee is eligible to receive a pension except a deferred pension under the Doehler-Jarvis, Inc. Pension Plan, or other Company plan.

Section 10. Seniority

Seniority of an Employee is that seniority as defined by the Collective Bargaining Agreement of which this Program is a part.

Section 11. Provider

Insurance carrier or Blue Cross/Blue Shield or any formal organization providing services as stipulated under this agreement.

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(Under Agreement with UAW)**

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EXHIBITS I, I-1, I-2

Doehler-Jarvis, Inc.

**SUPPLEMENTAL
UNEMPLOYMENT
BENEFITS PLAN**

for

WAGE BASIS EMPLOYEES

as Established by Agreement

between

Doehler-Jarvis, Inc.

and

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

and its

Locals 1056 and 1058

Expires: October 31, 1999