K# 4183

AGREEMENT

BETWEEN

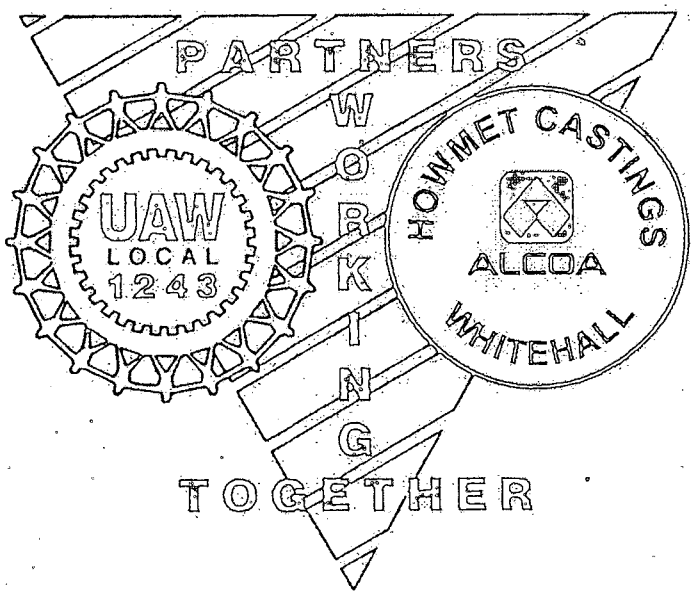
HOWMET CORPORATION

Covering Its
Muskegon County Operations

AND

LOCAL NO. 1243

United Automobile, Aerospace
And Agricultural Implement
Workers of America
And Its
International Union



JUNE 1, 2005 – JUNE 1, 2010

" PROTECT YOUR JOB "

****

Mandatory call-in, to the toll free number, no later than regular shift start time.

Call

Automated Voice Response System

1-866-399-8707

****

Employees who call in will be given a Call-In Number by the Automated Voice Response System.

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AGREEMENT

1. THIS AGREEMENT, entered into this 1st day of June, 2005, between Whitehall Casting, Thermatech, Titanium-Ingot, Ti-Cast, Specialty Products, Specialty Materials, Hot Isostatic Pressing, and Operhall Research Center of Howmet Corporation, covering its plants 1, 3, 4, 5, 8, 9, and 10 located in Muskegon County, Michigan, hereinafter referred to as the "Company," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local No. 1243, hereinafter referred to as the "Union," shall be subject to the terms of this Agreement.

The term "employee" when used in this Agreement shall mean any hourly-paid Company employee represented by the Union. Wherever the context requires, the masculine gender used herein shall include the feminine.

An employee, to be able to retain seniority when transferred to an excluded group, must have completed the probationary period as provided for in Paragraph 27.

WITNESSETH:

2. The previous Agreement dated June 1, 1997, and the Amendment and Extension of the June 1, 1997 – June 1, 2002 Agreement expired by its terms at 12:01 A.M. June 1, 2005.

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company's business.

In consideration of the promises herein contained, the Company and the Union hereby agree as follows:

RECOGNITION

3. The Company recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit at its plants in Muskegon County, excluding office and clerical personnel, vacuum casting, core, general, laboratory, quality, x-ray, and zyglo technicians, supervisors, guards, engineering department, and all other supervisory employees as defined in the National Labor Relations Act, for the purpose of Collective Bargaining in respect to rates of pay, wages, hours, or other conditions of employment.

4. The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Company, except as modified by this Agreement. In addition, the products to be manufactured, the location of plants, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

UNION SECURITY

5. Employees covered by this Agreement at the time it becomes effective, who have passed their probationary period and are members of the Union at that time, shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

   Employees covered by this Agreement who have passed their probationary period and who are not members of the Union at the time that this Agreement becomes effective shall be required, as a condition of continued employment, to become members of the Union on or within ten (10) days after the 30th day following such effective date. Employees newly hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union on or within ten (10) days after having attained seniority as provided in this Agreement. An employee who shall tender the initiation fees (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet this condition.

CHECK-OFF

6. During the life of this Agreement, the Company agrees to deduct Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Check-off of Dues" form provided by the U.A.W.

7. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement.

8. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the local Management before any payroll deductions are made. Deductions shall be made thereafter only under authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any authorization for Check-Off which is incomplete or in error will be returned to the Local Union by the local Management.

9. On or before the fifteenth (15th) day of each month, the Local Union shall deliver to local Management any executed Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted beginning with the following calendar month. After receipt of the Authorization for Check-Off of Dues form, the Union membership dues for each succeeding calendar month shall be deducted from the

employee's second full pay period in that month in which the employee has sufficient net earnings to cover the Union membership dues. In the event that membership dues and initiation fees other than those for the calendar month in which the deduction is made have become due and owing by said employee's Authorization for Check-Off of Dues form, but prior to the first deduction by the Company thereunder, such membership dues and initiation fees will be deducted by the Company at the time it makes the first deduction for membership dues. The Local Union will notify local Management in writing when it makes delivery of Authorization for Check-Off of Dues forms prior to the 15th of each month of the amounts owing by employees who executed these forms.

10. In the case of employees returning to work after layoff, rehire, or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.

11. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

12. Dues deduction shall be remitted to the designated financial officer of the Local Union once each month not later than ten (10) days after the payroll deduction in that month. Any deductions made from subsequent payrolls in that month may be included with the remittance for the following month. Local Management shall, at the time of remittance, furnish the designated financial officer of the Local Union with a list of those for whom deductions have been made and the amounts of such deductions.

13. Any temporary employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff, or sick leave of absence shall cease to be subject to check-off deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken. Local Management will notify the Local Union of the names of such employees and will designate the reason each such employee ceased to be subject to the check-off.

14. Any dispute which may arise as to whether or not any employee properly executed or properly revoked an Authorization for Check-Off of Dues form shall be reviewed with the employee by a representative of the Local Union and a representative of the local Management. Should this review not dispose of the matter, the dispute shall be subject to the Grievance Procedure.

CONTRIBUTIONS TO UAW V-CAP

Commencing June 1, 1989, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each employee executes or has executed the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form; provided further however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Voluntary Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the Company, from the employee's first pay received each month.

The Company agrees to remit said deductions promptly to UAW V-CAP, care of the financial secretary of the local union. The Company further agrees to furnish UAW V-CAP with the names and addresses of those employees for whom deductions have been made, and the amounts deducted for each employee. This information shall be furnished along with each remittance.

15. The Company shall not be liable to the International Union or its locals by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

16. The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

17. The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work or in respect to

Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues on Company time. The Union further agrees that the Company shall take disciplinary action for any violations of this provision.

18. Weekly, the Company shall furnish the In-Plant Chairman with a list of the previous week's terminations, layoffs, recalls, hires and transfers coming within the bargaining unit, together with the dates thereof.

REPRESENTATION

19. The Union shall be represented, for the purpose of collective bargaining, by a Shop Committee. The specific number of Committee members in each plant will be determined by mutual agreement between the parties. One of the Committee members of each plant Shop Committee shall be designated as an In-Plant Chairman in any manner determined by the Union. The Union President and Vice President shall automatically be members of each Shop Committee; the other Committee members shall be elected in any manner determined by the Union. For negotiations involving all plants, the Union shall be represented by the President, Vice President and the Shop Committees. The President will be the Chairman of the Bargaining Committee and as such shall have the right to visit any department or plant when requested by any district committeeman or steward or to investigate a grievance or complaint. It is understood, however, that prior to making such visitations, the President will advise the Human Resources Director or, in his absence, the Supervisor of Labor Relations, or their designee, of his intentions. In the absence of the President, the Vice President will automatically assume the duties of the President.

The Company and the Union agree to a non-production type working President for straight time hours and weekday (Monday – Friday) overtime. Whenever the President's classification is working overtime and it is the President's turn to be scheduled for overtime work, the President will be notified, per the Overtime Rules stated in Paragraph 66, and he will be expected to work in his assigned classification for weekend overtime. The President will be paid the applicable pay for the overtime hours as per contract.

Except as herein provided, the four (4) plants shall be independent with Committee representation. The parties have agreed upon a Shop Committee in each of the following plants:

- Located at Plant 3 (representing Plant 1 and Plant 3)
- Located at Plant 4 (representing Plant 4 and HRC [Plants 8 and 9])
- Located at Plant 5 (representing Plant 5)
- Located at Plant 10 (representing Plant 10)

It is further understood that in the event of an increase or decrease in the number of bargaining unit personnel in any given plant, the size of the corresponding Shop Committee will be adjusted in accordance with the following schedule:

Less than 140 Employees	-	One	(1) Committee Member
140 to 400 Employees	-	Two	(2) Committee Members
400 Employees and Over	-	Three	(3) Committee Members

20. For the purpose of collective bargaining, as it pertains to the grievance procedure, the employees shall have the right to be represented as follows:

A. A District Committeeman for each district within each plant as mutually agreed upon by the Company and the Shop Committee, and one Deputy Committeeman for each plant chosen from among the stewards by the stewards on each of the off shifts to act in Step I of the grievance procedure. A District Committeeman will cover for any steward who is absent. Deputy Committeepersons on the second (2nd) and third (3rd) shifts will be allowed to counsel Stewards and act with the Stewards in any suspension on said shifts.

Any investigative meeting initiated by the Company where the possibility of discipline exists, shall be conducted on the first shift only.

B. A steward on each shift in the following groups:

	PLANTS #1 and #3
GROUP 1 *(3 Stewards)*	Wax Team
GROUP 2	Metal Control Caster Helper Heat Treat Monoshell
GROUP 3	Salt Bath Operator Prefinish I Prefinish II
GROUP 4 *(2 Stewards)*	Final Finish

GROUP 5	Custodians General Helper Shipping Clerk Receiving Stores
GROUP 6	Millwright Electrician Tool & Die

PLANT #4

GROUP 1	Ingot Operator Metal Control Welder-Ingot
GROUP 2	Thermatech Furnace Operator Custodians Stores CVD Operator
GROUP 3	All Maintenance

PLANT #5

GROUP 1	Wax Teams Monoshell
GROUP 2	Ceramic Operator Custodians Wax Manufacturing Truck Driver Helper Hi Lo Stores HIP Helper Powder Metal Operator
GROUP 3	Cutoff/Cleaning Straightening Sprue Grind Inspection/Shipping Heli Arc Welding Caster Helper Heat Treat Ti-Cast Machining Turbo Charger Cell

GROUP 4	Maintenance Tool Room

PLANT #8 (Operhall Research Center)	
GROUP 1	Maintenance Custodians General Helper

PLANT #10	
GROUP 1	Prefinish I Prefinish II Salt Bath Caster Helper Stores Receiving Heat Treat
GROUP 2	Millwright Electrician Tool Room Custodian
GROUP 3	Braze Final Finish Team Shipping Clerk
GROUP 4	Wax Team Monoshell

C. Stewards shall not be elected for groups having less than ten (10) employees. In the event the group reaches a level of three (3) or less employees, the number of stewards will be reduced. Any exception shall be by agreement.

D. The President, Vice President and the Bargaining Committee will be allowed to meet during working hours once each week on Wednesday afternoons for the purpose of consultation. The meetings will be held off the premises. Lost time, four (4) hours for the President and two (2) hours (12:45 PM – 2:45 PM) each for the Vice President and Bargaining Committee, will be paid by the

Company. If the meeting will not be held on the agreed upon Wednesday, notification must be provided to the Company by 12:00 NOON on the Tuesday prior to.

21. Notwithstanding their position on the seniority list, Local Union officers and members of the Shop Committee shall be assigned to the day shift. They shall head the seniority list in their classification after attaining seniority. Stewards shall head the seniority list of their classification on their shift.

22. Local Union officers, members of the Shop Committee and the Stewards shall not be compelled to change shifts without agreement between the Company and the Shop Committee.

GRIEVANCE PROCEDURE

23. Any employee, at his option, having a complaint may take the matter up with his Supervisor or Steward, but it is understood that any resolution of a complaint must conform to this Agreement. Any complaint which requires negotiation is a grievance to be handled through the following procedure, except where the contract specifies otherwise. A grievance will not be recognized if filed later than sixty (60) calendar days from the date of the alleged incident.

Step 1: Any employee or group of employees having a grievance in connection with their work may take the matter up with their Steward, who will take the matter up with the Supervisor of the department. The Supervisor and the Steward will use their best efforts to make a satisfactory settlement. If the Steward is unable to adjust the matter satisfactorily with the Supervisor, the grievance is to be reduced to writing on a Grievance Report, in form mutually agreeable, provided by the Company, and signed by the employee or group of employees claiming the grievance and by the Steward. The Steward shall be allowed to contact his District Committeeman for consultation before reducing the grievance to writing. The District Committeeman shall have the right to investigate and consult with the Steward on the grievance or complaint in question before it is reduced to writing. Arrangements for such consultation shall be made promptly by the Steward's Supervisor. Should the Supervisor fail to arrange such consultation within one-half (½) hour from the request by the Steward, unless such delay is the product of the unavailability of the District Committeeman, the Steward may then take steps to personally arrange for such consultation. The Steward shall present the signed grievance to the Supervisor for his written disposition. The Supervisor shall have up to forty-eight (48) hours from the time the written grievance is presented to him to submit his written disposition and signature (Saturdays, Sundays and holidays excluded). If the

grievance is not answered by the Supervisor within forty-eight (48) hours of receipt of the grievance, it will be deemed resolved in favor of the Union.

Step 2: If a satisfactory settlement is not reached in Step 1, the District Committeeman, assisted by the In-Plant Chairman, shall take the matter up with the Plant Manufacturing Manager/s (up to three). The Union has ten (10) work days following receipt of the Step I answer to appeal to Step 2 or the grievance is resolved according to the Step 1 answer (Saturdays, Sundays and holidays excluded). In cases where the In-Plant Chairman is also the District Committeeman, the In-Plant Chairman may select one of the other District Committeemen to assist him. Prior to arranging for such meetings, with the Plant Manufacturing Manager/s, the District Committeeman may consult with the In-Plant Chairman or Steward after first having advised his Supervisor of his intentions.

In no event shall the District Committeeman be detained over fifteen (15) minutes after having stated his intentions. The Plant Manufacturing Manager/s has ten (10) work days from the receipt of the grievance at Step 2 to conduct a meeting or default in favor of the Union (Saturdays, Sundays and holidays excluded). The Plant Manufacturing Manager/s has ten (10) work days following the Step 2 meeting to answer the grievance or default in favor of the Union (Saturdays, Sundays and holidays excluded). The settlement proposed by the Plant Manufacturing Manager/s shall be written on the report and signed by him and, if accepted, shall also be signed by the District Committeeman.

Step 3: Meetings between the Shop Committee, President, Vice President, and all In-Plant Chairmen, and the Company may be held upon request of either party. The Union has ten (10) work days following receipt of the Step 2 answer to appeal to Step 3 or the grievance is resolved according to the Step 2 answer (Saturdays, Sundays and holidays excluded). No grievance shall be discussed at any meeting unless it has been processed through the Second Step of the Grievance Procedure. Committee members shall be released from their work when meetings are scheduled. Either party may request outside representatives to be present at the meeting. In the case of a grievance which does not arise as a grievance of any individual employee or concerns the employees of more than one department, Step 1 and Step 2 above need not be followed. The Company has ten (10) work days from receipt of the grievance at Step 3 to conduct a meeting or default in favor of the Union (Saturdays, Sundays and holidays excluded). The Human Resources Director has ten (10) work days following

the Step 3 meeting to answer the grievance or default in favor of the Union (Saturdays, Sundays and holidays excluded). If the disposition is satisfactory, it shall be signed by the In-Plant Chairman of the Shop Committee.

Step 3A: Prior to serving notice on the other party of a demand for arbitration, the parties may agree to meet in a final effort to resolve the grievance or grievances to be submitted to arbitration. Such meeting will be conducted no longer than ten (10) days from submitting a written request for such meeting. Such meeting shall be held with the President and Vice President of the Local Union, and the In-Plant Chairman, the District Committeeman involved in the grievance being discussed and the International Representative. The Company has thirty (30) days following the Step 3A meeting to answer the grievance.

Step 4: Any grievance involving an alleged violation of this Agreement, which is not settled in Step 3 of the grievance procedure, may be referred to arbitration by the moving party by serving notice on the other party of a demand for arbitration no longer than six (6) months from receipt of the Step 3A answer. The Human Resources Director and the Union President shall meet promptly in an effort to select an arbitrator. If an arbitrator is selected, a joint letter shall be sent to the American Arbitration Association notifying them of the arbitrator selected. Such letter shall be signed by the Human Resources Director and the President of the Local Union. If the parties within five (5) days following the referral to arbitration cannot reach an agreement on an arbitrator, then the arbitrator shall be designated by the American Arbitration Association.

The Arbitrator is limited by the terms of this Agreement. He cannot add to, detract from, or modify the Agreement. The decision of the arbitrator shall be final and binding upon both the Company and the Union. The cost of arbitration shall be borne equally by the parties. Each side shall be responsible for the wages lost by its witnesses.

In grievances involving discharges, the parties to this Agreement have agreed upon a list of five (5) individuals who are acceptable as arbitrators to handle such arbitration cases. They shall serve for periods of one (1) year. At the end of such one (1) year period, the parties will review the listing and make whatever changes the parties may agree to. If, for any reason during the course of the year, one of the selected individuals ceases to be an arbitrator, the parties shall select a replacement who is mutually acceptable. It is understood that once notification of desire to arbitrate a discharge is received by the Company, then the President of the Local Union and

the Human Resources Director shall jointly notify the American Arbitration Association immediately by telephone that there is a case to arbitrate between the parties and shall instruct the Association to select the arbitrator who is most readily available.

Original Dated 6/1/91
To E. Fisher From W. Roof
June 1, 2005

STATEMENT OF INTENT REGARDING
GRIEVANCE PROCEDURE

As you know, during the 1991 Labor Contract negotiations, the parties agreed that the best efforts should be used to make satisfactory settlements of grievances at Step 1 of the Grievance Procedure before these grievances are reduced to writing. Therefore, the Company and the Union agreed to jointly train and thereafter provide support during the term of the 1991 Labor Contract to the Supervisors and the Union Stewards in the use of their best efforts to make satisfactory settlements of grievances before these grievances are reduced to writing.

During the term of the 1997 Labor Contract, the Company and the Union will do the joint training as necessary and will continue to provide the support.

24. A lunchroom in each division will be available for use by Union representatives to fulfill their duties as provided for under the terms of the grievance procedure.

When, under the grievance procedure, the Steward or Committeeman is required to leave his work, the Company will reimburse him at his regular rate of pay for the day involved, plus shift premium, if any, for the time so spent, on the understanding that this time will be minimized as much as possible. Under Step 4 of the grievance procedure, Union representatives to be paid by the Company will be limited to three (3). Before any Union representative leaves his work to take up or investigate a grievance, he shall notify his Supervisor. When the Union representative returns to his work, he shall report to his Supervisor. Before a Union representative, as provided in the grievance procedure, enters a department other than his own, he shall notify the Supervisor of that department, provided the Supervisor is present.

When, under the grievance procedure, there is a specific need for a Committeeman to see an operation or a piece of equipment, etc., in order to intelligently give counsel, the consultation will be arranged to take place in the grievant's department.

25. The Company agrees to allow plant entry to any International Representative or any member of the Shop Committee who requests the same for the purpose of investigating a grievance at any reasonable time.

Request for such plant entry shall be made to the Human Resources Director, Manufacturing Manager, or the Business Center Manager.

SENIORITY

26. The seniority of each employee shall be determined from his last date of hire.

27. An employee shall be considered on probation for the first sixty (60) calendar days of employment (or in the case of Attendance issues, for a period of six (6) months), but this period may be extended by mutual consent between the Company and the In-Plant Chairman in the case of any employee. Probationary employees may be laid off or discharged at the discretion of the Company, and there shall be no responsibility for re-employment of such individuals. After an employee has completed his probationary period, his name shall be entered on the seniority list in his classification as of his last date of hire.

    Where a probationary employee is laid off or terminated by the Company and later recalled or rehired, if he completes his sixty (60) days probation within a six-month period, his seniority date shall revert to his first date of hire within that six month period, Paragraph 26 notwithstanding. This provision shall not be retroactive.

28. The Company shall furnish the Union with an up-to-date seniority list upon request.

29. A. Employees shall notify the Human Resources Department in writing of any change in address or telephone number. The Company shall be entitled to rely upon the addresses shown upon its records.

    B. Employees shall have shift preference within their classification according to seniority.

    An employee who wishes to exercise shift preference shall give three (3) days advance notice (excluding Saturdays, Sundays and holidays) of his desire to exercise such shift preference. All shift changes shall take place on the first Monday following such three (3) day notice. (See Statement of Intent at end of Paragraph 29B).

    Such shift preference may be exercised only once each calendar three (3) months at the employee's request.

    Any employee who has been moved through the Layoff, Recall, or Transfer provisions of this Agreement shall not have his previous shift preference held against him. Any employee who utilizes a shift preference and transfers and returns to the department where they used the shift preference will have their shift

preference held against them for the remainder of the three (3) month period.

When a classification has more than one starting time for a shift, then an employee exercising shift preference must replace the employee with the least seniority regardless of the starting time.

When a shift establishes two (2) starting times for a given classification, then the employees on the then established shift with the greatest seniority in the classification shall be given the choice of the shift he desires.

If this fails to secure the necessary manpower, then the employees with the least amount of seniority in the classification will be forced to take the shift where the opening exists.

It is recognized that it may be necessary at times to train new employees on other than the shift to which they will be regularly assigned. To cover such situations, the Company will ask for volunteers to move to opposite shifts to work with new employees and to allow new employees to work on the shift from which the volunteers come.

It is understood that such voluntary moves shall not be for more than a twenty (20) day period. Any exceptions shall be by agreement, but in no event for periods greater than twenty (20) days. If this voluntary system fails to secure the needed manpower, then the Company may move the lowest seniority employees to another shift, provided no employees shall be forced to move more than once in any twelve (12) month period. Employees moved by such involuntary move shall not be moved for a period more than forty (40) days. Whether the move is voluntary or involuntary, at the end of such move they shall have the right to return to their regular shift and job. It is understood that in no event shall the total time of both voluntary and involuntary moves exceed forty (40) days in any twelve (12) month period. (See following Statement of Intent)

Original Dated 6/26/78
To E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 29.B SHIFT PREFERENCE

It is the intent of the Company to implement the terms of this clause as follows:

1. Employees who voluntarily change shifts must complete a shift preference slip, except when starting a new shift. However, if, at any time thereafter, they wish to go to any other shift where their seniority permits, they must complete a shift preference slip.

2. Employees who are involuntarily caused to change shifts where there is a choice of shift, will be allowed to select whichever of the shifts they prefer in keeping with their seniority without being required to file a shift preference slip. Further, they shall be allowed to return to their original shift when the work force is increased without signing a shift preference slip. However, if, at any time thereafter, they wish to go to any other shift where their seniority permits, they must complete a shift preference slip.

3. Employees who are involuntarily caused to change shifts will have the option to return to their shift, or the option to fill out a shift preference slip to stay on the shift they were moved to without their previous shift preference held against them.

30. A. Any employee who had established seniority and transferred or transfers to a supervisory position shall lose any seniority rights which the employee may have had in the bargaining unit.

If, by either the choice of the employee or the Company, he returns to the bargaining unit within thirty (30) days of such transfer (the period to be continuous or accumulative), he shall return with full seniority. He shall then be liable for payment of Union dues, as certified to the Company by the Union Financial Secretary, for the time he was out of the bargaining unit. The Company agrees that no employee holding an office in the Local Union shall be promoted to a position outside of the bargaining unit during his term of office, except by agreement between the Company and the Union.

B. Any employee who had established seniority and transferred or transfers to a nonsupervisory position shall lose any seniority rights which the employee may have had in the bargaining unit.

If, by either the choice of the employee or the Company, he returns to the bargaining unit within sixty (60) days of such transfer (the period to be continuous or accumulative), he shall return with full seniority. He shall then be liable for payment of Union dues, as certified to the Company by the Union Financial Secretary, for the time he was out of the bargaining unit. The Company agrees that no employee holding an office in the Local Union shall be promoted to a position outside of the bargaining

unit during his term of office, except by agreement between the Company and the Union.

31. The Company may designate particular employees as Working Leaders or Trainers. Working Leaders shall have regular assigned duties and lead a specified group of not less than three (3) persons beside themselves, except in cases where there is no departmental supervision on the shift involved. Trainers will also have regular assigned duties, but may, on occasion, be assigned by Management to assist with the training of other employees. Neither Working Leaders nor Trainers have authority to hire, promote, discipline, or discharge, or to effectively recommend such action. Working Leaders may repeat instructions to other employees and may assign specific duties to other employees. Working Leaders and Trainers shall be paid a rate of twenty cents (20¢) per hour more than the base rate for their classifications. In the case of employees assigned as Trainers, this applies only when assigned by Management to a training capacity for a period of one (1) hour or greater in the course of a work day. It is understood and accepted that information sharing and assisting of a fellow employee does not constitute a training assignment as identified in this article requiring payment of the twenty cents (20¢) per hour.

    Employees may decline promotion to the position of Working Leaders or Trainers if they so desire.

32. The In-Plant Chairman shall have the right to consult the seniority records in the Human Resources Department covering any employee whose seniority is in dispute.

33. Employees who are temporarily restricted from performing their job classification as the result of a work-related injury may, if necessary, be exempted from the operation of the seniority provisions of this Agreement by agreement between the Company and Shop Committee.

LOSS OF SENIORITY

34. An employee shall lose seniority for any of the following reasons:

    A. If he shall quit.

    B. If he is discharged.

    C. If he is absent for three (3) consecutive working days without properly notifying the Human Resources Department, unless it is physically impossible to do so. (See following Statement of Intent)

Original Dated 3/31/69
To J. Biggart From J. Ozar
June 1, 2005

INTERPRETATION OF PARAGRAPH 34C
LOSS OF SENIORITY

It is the intent of the Company to interpret the subject language as follows:

The period of three (3) working days shall begin with the end of the last shift on the day the employee last worked and shall terminate at midnight three (3) regularly scheduled work days thereafter. Under this new interpretation, the call-in time is being extended from the end of the employee's shift three (3) regularly scheduled work days following the end of the last shift worked to midnight on said third day.

D. If he fails to return to work within three (3) consecutive working days after being properly notified by the Company by telephone to report for work, unless he has a satisfactory reason for not returning and so notified the Human Resources Department within such three (3) day period.

If he fails to return to work within five (5) consecutive working days after being properly notified by the Company by letter to report for work, unless he has a satisfactory reason for not returning and so notified the Human Resources Department within such five (5) day period. (See Paragraph 40 on Page 25)

NOTE: When the Company notifies an employee by telephone, it will inform the employee of the date of the third working day within which to return to work.

NOTE: When the Company notifies an employee by letter, it will inform the employee of the date of the fifth working day within which to return to work.

E. If he is absent for three (3) consecutive working days following the termination of any leave of absence or sick leave without properly notifying the Human Resources Department. (See following Statement of Intent)

Original Dated 6/1/81
To E. Fisher From J. Ozar
June 1, 2005

INTERPRETATION OF PARAGRAPH 34E
LOSS OF SENIORITY

The parties agree that Paragraph 34E, shall be interpreted as follows:

The period of three (3) working days shall begin with the start of the employee's shift on the day the employee was to report for work following the termination of the employee's leave and shall end at midnight three (3) regularly scheduled work days thereafter. Under this new interpretation, the notification to the Company is being extended from the end of the employee's shift on the third regularly scheduled work day of absence to midnight.

F. If an employee has not been employed by the company for a period of more than one (1) year following any layoff, provided, however, if an employee shall report to the company by certified mail, beginning with the expiration of the one (1) year period and every January thereafter, and reports for work when called, he shall not lose his seniority rights. (See following Statement of Intent)

Original Dated 6/1/85
To C. Maddox and E. Fisher From W. Roof
June 1, 2005

INTERPRETATION OF PARAGRAPH 34F
LOSS OF SENIORITY

This letter is to confirm the understanding reached with the Union regarding interpretation of Paragraph 34F of the current Collective Bargaining Agreement.

It is understood that the language ..."beginning with the expiration of the one (1) year period"... means that an employee's initial letter to the company must be postmarked no later than the fourteenth (14) day following the last day of the one (1) year period and every January thereafter (notification accepted if certified letter is postmarked in January).

35. Before an employee has been laid off for a period of twelve (12) months, he shall be notified during the eleventh (11th) month in writing by the Company of such fact by certified United States mail.

VETERANS' SENIORITY

36. Veterans will be accorded their full rights as covered under the Law.

LAYOFF AND RECALL

37. A. In any reduction of the working force in any classification, the following procedure will be followed:

1. In the event of layoffs in any classification, probationary employees of less than sixty (60) days shall be laid off first.

2. Thereafter, employees who waived their option to remain at work shall be laid off on the basis that employees with the greatest length of service shall be the first laid off (directly to the street). Not until all employees who waived their option to remain at work are laid off shall employees who requested to remain at work be laid off and then in direct seniority order (the employee with the least seniority first).

   Management will make available in the Human Resources Department Request to Work forms in duplicate whereby seniority employees may record their option to remain at work. One of the copies will be given to the employee. In the event of a cancellation of a Request to Work form (withdrawal form), the employee will be given a duplicate copy of the cancellation.

   Request to Work forms may be canceled or filed at any time, except within ten (10) days or less of the effective date of a layoff. They may not be canceled or filed more than two (2) times in a one (1) year period.

3. In the event of a reduction in force and there are insufficient applicants on the request to work roster to do the work available, the employees with the least seniority who did not request to work shall be retained.

4. Employees who do not sign a Request to Work form will remain on layoff for a period of sixty (60) days and thereafter, unless five (5) days prior to this sixty (60) day time limit they file a Request to Work form with the Human Resources Department. Thereafter, they must give the Company a five (5) day notice of their request to work and the Company shall have five (5) days in which to allow them to exercise their seniority to the classification from which they were laid off.

   If the classification from which the employee was laid off is not his primary classification and during his layoff the

workforce in his primary classification is increased and he becomes eligible to be recalled to his primary classification, but has not been offered the opportunity to do so due to his inverse layoff, the Company will notify him of his contractual right to return to his primary classification when he files his Request to Work form and the Company is in the process of allowing him to exercise his seniority to work as referred to above.

In the event such a laid off employee is recalled to work in other than the classification from which he was laid off prior to the sixty (60) day time limit, he will return to the classification from which he was laid off (seniority permitting). If such an employee does not have the seniority to return to the classification from which he was laid off, he will be recalled to the classification that is increasing the force. In the event such a laid off employee is recalled to work in other than the classification from which he was laid off or his primary classification as the case may be prior to expiration of the sixty (60) day time limit, he will be allowed to return to the classification from which he was laid off or his primary classification upon expiration of the sixty (60) day time limit (seniority permitting). In such instances, the Company will contact the employee prior to the expiration of the sixty (60) day time limit to notify him of his contractual right to return to the classification.

Before such an employee has been laid off for a period of one (1) year, he will be notified by the Company during the eleventh (11th) month of layoff in a letter sent to him by certified mail that he will have been laid off for one (1) year as of a specified date. This letter will inform him of the following options and requirements: He may file a Request to Work form five (5) days prior to the expiration of the one (1) year period within which to allow him to exercise his seniority to work. If he does not wish to return to work upon expiration of the one (1) year period or he does not have enough seniority to return to work, he will remain on a direct seniority order layoff and be subject to recall in accordance with Paragraph 38A of the current Collective Bargaining Agreement.

If he does not wish to return to work or does not have enough seniority to do so and remains on layoff, he must comply with Paragraph 34F of the Labor Contract. The letter will state Paragraph 34F in its entirety.

5. Seniority employees shall be required to return to their classification when recalled.

Application of the procedure outlined above to reductions in force in the Skilled Trades classifications of Millwright, Electrician, and Tool & Die Maker are subject to the provisions of Section 8 of the Skilled Trades Supplemental Agreement.

B. If the layoff is for an indefinite period or a period of more than three (3) days, an employee who fails to hold a job in his current classification and is able to exercise seniority to work in a previously held classification in the plant of the layoff, he must do so, unless he has not actively worked in any previously held classification in the plant of the layoff, for a period of twenty-four (24) months or greater. In this event, he may exercise his seniority to either a previously held classification or any of the open classifications in Groups I, II, III, or IV in any plant, seniority permitting.

During his employment in such other plants (prior to any recall), he shall continue to accumulate seniority in the plant from which he was laid off, and his seniority in the employing plant shall be the seniority he carried in the plant from which he was laid off.

It is understood that employees in the classifications of Millwright, Electrician, and Die Maker Journeyman who have filed a request to work form and are laid off will have a prior option of displacing junior employees in like classifications in other plants.

Any employee who is laid off and exercised his seniority to work or is recalled to classifications in which he is not considered qualified per the current Collective Bargaining Agreement may disqualify himself from such classifications a maximum of two (2) times in his effort to find such a classification in which he wishes to qualify within a twelve (12) month period. The twelve (12) month period will be measured forward from the first date such an employee disqualifies himself from such classification.

Original Dated 6/1/81
To J. Jackson and E. Fisher From J. Ozar
June 1, 2005

INTERPRETATION OF PARAGRAPH 37B
LAYOFF

The parties agree that Paragraph 37B shall be interpreted so as to provide the following three options to employees in any of the classifications identified in said paragraph:

1. When their seniority permits, the employee may displace a junior employee in a like classification in another plant without having to take a seven (7) day layoff (to the street).

2. The employees being laid off may elect to exercise their immediate contractual rights to move into classifications within the plant in which they previously held seniority.

3. The employees may take a layoff (to the street) before exercising their rights to move into classifications within the plant in which they previously held seniority.

C. Any employee on layoff who has signed a Request to Work form and is unable to return to his primary or any previously held classification, may exercise his rights in the following groups of classifications based on his full plant seniority.

GROUP I (less than two (2) years of service)

1. General Helper

GROUP II (two (2) years, but less than ten (10) years of service)

1. Custodian
2. Final Finish Team Operator
3. Prefinish II
4. Shipping Clerk
5. Sprue Grind
6. Truck Driver Helper (Hi Lo)
7. Wax Team Operator

GROUP III (ten (10) years, but less than fifteen (15) years of service)

1. Braze Classification
2. Caster Helper
3. Cutoff/Cleaner
4. Ingot Operator
5. Inspection/Shipping
6. Monoshell
7. Prefinish I
8. Receiving
9. Salt Bath
10. Stores
11. Straightening

GROUP IV (fifteen (15) years of service and over)

Includes all of the classifications listed in Groups I, II, III, plus the following.

1. Thermatech
2. Ti-Cast Machining

D. Any employee returning from layoff after twelve (12) months or more will be referred to Howmet's Medical Department for a medical evaluation, which includes a drug screen. (See following Statement of Intent)

Original Dated 6/1/97
To R. Miszewski From A. Heisser
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 37D - DRUG SCREENING

Once notification of recall or return to work from layoff is made, the medical evaluation and drug screen will be performed on the first day back to work. However, any employee reporting for duty more than forty-eight (48) hours after notification will be required to have a drug screen within forty-eight (48) hours of the notification.

If a drug test is positive, the employee will be removed from the job and referred to the Employee Assistance Program (EAP). The employee will be required to follow through with the course of treatment outlined by the EAP. If random drug testing is required, it will not exceed ninety (90) days following the date the employee is released to return to work.

Failure to submit to drug testing (initial test or random tests) and/or follow through with the prescribed course of treatment would render their employment terminated.

Original Dated 6/26/78
To E. Fisher From J. Ozar
June 1, 2005

UNION OFFICERS' SENIORITY
AND PREFERENTIAL SENIORITY

This is to confirm the understanding reached regarding the subject matter during the recent negotiations.

For layoff purposes in a classification, the layoff shall be as follows:

1. Stewards
2. Committeepersons
3. In-Plant Chairmen
4. Guide
5. Sergeant-at-Arms
6. Trustee
7. Financial Secretary
8. Recording Secretary
9. Vice President
10. President

Recalls will be in reverse order of the layoff procedure. It is further agreed a Steward will have seniority over a Working Leader.

38. A. When the number of employees working in any classification is to be increased, employees with seniority in that classification who have been laid off shall be recalled for such work in the classification in the following order:

1. The most senior employee who has filed a Request to Work form who either has primary recall rights to or who is on layoff and is qualified in the classification being increased or the most senior employee who has filed a transfer application. See Paragraph 49F.

2. The most senior employee who has filed a Request to Work form who is on layoff and is not qualified in the classification being increased.

3. The least senior employee who did not sign a Request to Work form who is on layoff and is qualified in the classification being increased.

4. The least senior employee who did not sign a Request to Work form who is on layoff and is not qualified in the classification being increased.

5. When the above steps have been exhausted, the employees remaining on layoff will be placed in the openings available in accord with the provisions of the Agreement.

B. In a recall, when an employee at work refuses recall to a previously held classification, the employee shall forfeit all recall rights in the refused classification.

C. Any employee not at work, who has not made a request to exercise his seniority to a classification where there is a junior employee, must return to work when recalled as provided in time limits of Paragraph 34 or Paragraph 40 of this agreement as the case may be.

It is understood that an employee shall have recall rights to the classification he held at time of the initial layoff.

D. Further, it is understood that an employee not working, who is recalled to the plant, shall have recall rights to one other classification besides his primary classification. Such classification shall be one in which he previously held seniority or attained the 'A' rate, or any of the open jobs specified in Paragraph 37C to which his seniority would entitle him. The employee must make such election in writing on the form provided in the Human Resources Department as soon as possible upon being recalled to the plant, but in no event beyond his following shift. If such decision is not made within the time limit provided, it shall be considered that the employee waives recall rights to such classification.

39. The Company will attempt to, if possible, give notice of a layoff to the employee at least twenty-four (24) hours in advance.

40. The Company, when recalling employees, may first attempt to recall the employees by phone. Should the Company not be able to reach the employee being recalled to work, the Company shall then notify the employee by certified or registered letter that work is available. He will be allowed five (5) working days from the mailing of such letter to report for work; and if he does not report in this time, the Company may call the next employee. However, if the first employee reports at a later date and is able to prove that he had a satisfactory reason for not returning to work and has reported such a reason, in person or by letter to the Company within such five (5) day period, he shall not lose his seniority, but he shall await the next opening before being again called to work. He shall not, under these circumstances, be entitled to back pay. If failure to report such reason within the five (5) day period is due to the fact that the employee did not receive the Company's notice within the normal time, then the employee shall be excused from reporting such reasons (providing he has furnished the Company with his proper

address), and he shall suffer no penalty, and there shall be no penalty for back pay.

41. If the Company has started the procedure of recalling senior employees for a job, it may at its discretion, recall any employee with lesser seniority for the job, in order to meet production requirements while waiting for the senior employees to report for work. Such use of employees with lesser seniority shall not constitute a violation of seniority under the recall procedure, and there shall be no liability for back pay to the senior employees.

42. When employees (other than probationary employees) are to be laid off or recalled, the Company will endeavor to inform the In-Plant Chairman twenty-four (24) hours before the effective time of the proposed layoff or recall. In such event, the In-Plant Chairman shall be furnished a list of the employees to be recalled and a preliminary list of the employees to be laid off for the Union's information and review.

43. If this procedure is not followed and an employee is substituted for by an employee with lesser seniority, the employee unjustly affected shall receive compensation equal to his hourly rate times the hours lost during such substitution provided he has not been notified to return to work within twenty-four (24) hours after notification to the Company, and that time lost shall not start sooner than twenty-four (24) hours after notification to the Company that such substitution exists.

44. The notification referred to in the preceding paragraph to be effective must be given to the Human Resources Department on a written form.

DISCIPLINARY LAYOFFS AND DISCHARGES

45. When an employee is to be discharged or is to be given a final disciplinary layoff prior to discharge, he will be called in by the appropriate Company representative and will be allowed to have the President, Vice President, In-Plant Chairman, and his District Committeeman present before being given notice of layoff or discharge. In cases where the In-Plant Chairman is also the District Committeeman, the In-Plant Chairman may select one of the other District Committeemen to assist him. Such action shall take place on the day shift within twenty-four (24) hours.

Where there are conflicting orders by supervisors, no employee will suffer a penalty for having obeyed one of the orders given. Any disciplinary notice which has been given to an employee shall remain in effect for future use in the disciplinary procedure for a period of two (2) years from the date of the violation. Employee disciplinary notices will be physically removed from the employee's record automatically if he is not subsequently issued a disciplinary notice for violation or infraction of any Company rule or regulation for a period of four (4) years.

The following Union officials will be present at the time of discipline:

Discipline	Union Official(s) to be Present
• Verbal Warning	Steward
• Written Warning	Steward
• Three (3) Days Disciplinary Layoff	Committeeperson
• Five (5) Days or more Disciplinary Layoff	President Vice President In-Plant Chairperson District Committeeperson
• Discharge	President Vice President In-Plant Chairperson District Committeeperson

46. The In-Plant Chairman will be notified in writing whenever an employee is discharged or laid off for disciplinary reasons. Prior to a meeting regarding the disciplinary layoff or discharge of a given employee, the Company will furnish the In-Plant Chairman a copy of the employee's disciplinary and attendance record.

47. Any grievance arising out of such discharge or disciplinary layoff, however, must be filed with the Company within forty-eight (48) hours from the time of the discharge or disciplinary layoff, not to include holidays or weekends.

48. The Company agrees that Company representatives shall meet with the Union Committee to discuss the discharge, termination by the Company, or disciplinary layoff of any employee in the bargaining unit if protested by the Union; such meetings to be held within twenty-four (24) hours of the filing of the grievance unless this time limit is extended by mutual agreement between the Company and the Union.

TRANSFERS AND PROMOTIONS

49. The transferring of employees is the sole responsibility of Management subject to the following:

    A. The Company and the Union subscribe to the principle of upgrading of employees. Accordingly, it is agreed that preference will be given to employees of the Company in the training of employees to fill vacancies or in training for new jobs. In selecting employees for promotion or the filling of vacancies, seniority of the applicant shall be the governing factor in the selection of the

applicant for the job, provided the employee is otherwise qualified to meet the minimum requirements of the job.

No employee may exercise such a transfer, however, more often than once each six (6) months. Employees in the shop maintenance classifications shall have two (2) transfers.

In selecting employees for promotions or the filling of vacancies in the Skilled Trades classifications of Electrician, Millwright and Tool & Die Maker, see Skilled Trade Supplemental Agreement. Apprenticeship Program.

B. Any employee, hired on or after the first day following the effective date of this Agreement and having six (6) months seniority, desiring to transfer from one classification to another, shall file a written application in triplicate with the Human Resources Department. Transfer Applications will be limited to five (5) on file, per employee, at any one time. Those employees on direct seniority layoff will not be limited. The employee shall indicate the shift desired, if this is the basis upon which the transfer will be accepted. Such employee, provided he meets the requirements (as spelled out under Paragraph 49A) of the classification into which he seeks to transfer, shall be given preference in filling vacancies or new jobs before new help is hired. Such written application shall be acknowledged by the Human Resources Department and distributed as follows:

1. Original to Human Resources transfer file.
2. First copy to employee – applicant.
3. Second copy to the In-Plant Chairman.

When an employee accepts a transfer, all other transfer applications they have currently on file will be pulled (with the exception of HSP Storeroom Attendant). If the employee subsequently wishes to transfer, it will become their responsibility to submit transfer applications no sooner than two (2) weeks before their six (6) month period is up. An employee who is laid off while still in their probationary period will be able to again submit transfer applications.

In November of each year notification will be mailed to all employees that transfers currently on file will be void on January 1, of the following year. Replacement transfers will be accepted beginning on December 1.

C. An employee who has established seniority who transfers shall be transferred to the new classification at the "A" rate of the new classification with the following exceptions:

- New Hires (placed in same relative position in range and continue advancement toward "A" rate per the negotiated procedure)

- Apprenticeship per Supplemental Agreement, Apprenticeship Program

D. The Company may transfer employees from one plant to another, as follows:

1. Temporary transfers for not more than two (2) weeks may be made by the Company, giving proper consideration to transportation difficulties and other hardships which may be created.

2. Permanent transfer of an employee from one plant to another may be made with the consent of such employees. The employee so transferred shall take with him his seniority from the former plant.

3. When an operation is transferred from one plant to another plant covered by this Agreement, the employees working in the operation involved will be transferred along with their operation to the new location. The employee so transferred shall take with him his seniority from the former plant. It is understood, however, that if the operation is moved to a plant which is located a distance of two (2) miles or more from the prior location, the employee involved may decline to go with their transferred operations and, instead, will exercise their rights for placement elsewhere under the terms of the Agreement.

4. Any employee may request a transfer to any classification in any plant covered by this agreement. The selection will be made in accordance with the provisions of Paragraph 49 of the Agreement.

E. If offered an opportunity for transfer, the employee must make a decision to accept or reject the opportunity (in writing) as soon as possible, but in no event beyond the end of their shift (provided they have been presented with the transfer during the first four hours of their shift). Transfer Notice will include current seniority in the classification of the transfer on each shift. If a decision is not made within the time provided, it shall be concluded that the employee has elected to reject the opportunity for transfer. The employee shall be charged with one (1) transfer if he accepts the transfer and subsequently declines the opportunity or if he disqualifies himself or is disqualified by the Supervisor. In the event an employee is disqualified or disqualifies himself from a classification, he shall have the right to exercise transfer rights to

said classification after a period of one (1) year from the date of the disqualification. If an employee is to be laid off and he has rights to move to a classification from which he was disqualified, the one (1) year limitation will be waived.

In the event an employee is disqualified, the reason for the disqualification will be given the employee in writing by the Supervisor.

F. Transfers will be limited to no more than one (1) every six (6) months, unless mutually agreed to the contrary in a particular case by Management and the Shop Committee.

An employee may transfer to any classification when an opening occurs if he has more seniority than the employee who is being recalled. An employee who accepts such a transfer will be permitted to disqualify himself from any classification he transfers to and is not qualified in, within the first thirty (30) days he is in the classification.

An employee will be allowed to transfer to a newly created classification. A transfer will be accepted during the initial training or qualification period of the newly created classification. When the initial training and qualification period for the classification has expired, the provision for such a transfer to this classification expires.

An employee who accepts such a transfer to a newly created classification, as referred to above, may disqualify himself during the training or qualification periods.

G. Any Union executive officer or member of the Bargaining Committee who was denied the right to transfer during his term of office, will be allowed to transfer to such classification when his term of office expires and the demand upon his availability for work is no longer a barring factor. Further, the original date of his transfer request and his regular seniority will be recognized, even though employees with greater seniority may have since transferred to such classification.

50. An employee will not be considered as having transferred unless he requested the transfer in writing.

When an employee transfers from one (1) seniority classification to another, he will transfer at the "A" rate of the classification to which he transfers.

The classifications of Caster Helper, Custodian, Final Finish Team Operator, General Helper, HIP Helper, Metal Control, Monoshell, Prefinish I, Salt Bath, Shipping Clerk, Sprue Grind, Straightening, Truck

Driver Helper Hi-Lo, Wax Manufacturing, and Wax Team Operator have a thirty (30) day qualification period.

The classifications of Heat Treat, Ceramic Operator, Receiving, and Storeroom Attendant have a forty-five (45) day qualification period.

The classifications of Inspection/Shipping, Cutoff/Cleaning, and Prefinish II have a thirty (30) day training period and a thirty (30) day qualification period.

The classification of Thermatech has a sixty (60) day training period and a thirty (30) day qualification period.

The classifications of Ingot Operator and Ti-Cast Machining have a sixty (60) day qualification period.

The classifications of Welder (Ingot) and Furnace Operator have a ninety (90) day qualification period.

The classification of Welder (Heli Arc), Ti-Cast, and Powder Metal have a six (6) month qualification period.

Any leaves of absence over one (1) week will be deducted from the qualification period.

The qualification period will be used to determine the employee's ability to meet the minimum requirements of the job. Upon completion of the qualification period, an employee will be considered to have established his seniority in the classification to which he transferred.

An employee must complete the qualification period within a one (1) year period from the date of transfer in order to retain probationary time served in the classification and recall rights to the classification.

When an employee receives a transfer to a classification in which he has previously established seniority, he shall have his full seniority in that classification.

Personal Leaves of Absence of less than fourteen (14) days shall not constitute openings for transfer purposes.

The right of the Company to temporarily transfer employees to fill in for absent employees (excepting maintenance skilled trades classifications) is recognized. In making such temporary transfers, the Company will ask for volunteers among those in a classification on the same shift, on a one to one basis, where employees can be spared. Failing to get the necessary volunteers, the Company can then select the employee(s) with the least seniority. Exceptions to the "on the same shift" requirement can be made in cases such as Acts of God, fire, flood, storm, power failure, and major equipment breakdown. Employees so transferred

shall be paid their classification rate or the rate of the classification to which they were temporarily transferred, whichever is higher. The Company's right to temporarily transfer employees shall only apply during the regular work week (Monday through Friday).

Original Dated 6/26/78
To J. Jackson and E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 50 TEMPORARY TRANSFERS

In regard to the subject paragraph, it is the Company's intent to fill in for short-term absent employees through the use of employees who can be spared as provided for in this paragraph. In the event of known long term absences of fourteen (14) days or greater, the Company will post for three (3) work days to fill the position in the plant of the opening (Tech Center, will be included in Plant #4). The employee signing the posting with the most seniority must be released to fill the position (exception, small department, with less than 10 employees per shift may or may not release the employee). If for any reason the employee returns to their original department before the employee on leave returns, the position will be filled with the next employee who signed the original posting.

LEAVES OF ABSENCE

51. Employees shall be granted written leaves of absence for good cause if the Company and the In-Plant Chairman approve. Such leaves of absence shall be limited to thirty (30) days in any one calendar year, unless extended by mutual agreement. Employees with between sixty (60) days and one (1) year of seniority may be granted up to five (5) days leave for proven emergency needs by mutual agreement between the Company and the Union. Employees with at least one (1) year of seniority will be granted up to ten (10) leave days per year. Pay will be available for two (2) of these ten (10) days; the remainder will be unpaid. Employees will be required to request pay for the two (2) days they choose to have paid. Any pay not requested will be paid out at the end of each contract year. These days will be added to the vacation time-off allotment with the same entitlement/scheduling provisions. (See Paragraph 80, Vacation/Leave Days)

Any seniority employee detained in the custody of the courts shall not lose his seniority if found guilty of a charge of operating a motor vehicle unlawfully and a jail sentence is required by law. However, if he shall be detained in the custody of the courts more often than once in any one (1) calendar year, he shall be subject to immediate discharge.

52. Any employee who is known to be ill, supported by satisfactory evidence, furnished within a reasonable period of time, will be granted sick leave of absence automatically if the employee wishes to have the time lost due to illness excused. (See Exhibit 'B' of the Attendance Program Supplemental Agreement)

53. Members of the Union elected or appointed to a position with the International Union affiliates or the Local Union, the duties of which position require their withdrawal from their jobs with the Company, shall, at the request of the Union, be granted a leave of absence.

The Local Union Officers, Bargaining Committee members, stewards and any appointed or elected Union Representatives will be granted time off to attend Union schools, conduct elections, attend stewards' training and/or attend functions in which the Local Union participates, as has been the custom. The Union will advise the Company as far in advance as possible of the needed time off.

54. At the time of filling out all leaves of absence (and sick leaves), the company will provide the employee a carbon copy of such leave request, then it must be signed by the company and the In-Plant Chairman.

The seniority of any employee on leave of absence or sick leave shall accumulate.

Any employee transferred into the classification to fill in for the absent employee will have no rights to remain in the classification upon the return of the absent employee.

55. Any employee with seniority appointed or elected to a public office shall be entitled to a leave of absence for the period of his term of active service in such office, or will be granted an excused absence, when required by the public office, to perform the duties of the office to which he is appointed or elected.

56. Any employee obtaining a leave of absence under false pretenses shall be subject to disciplinary action up to and including discharge.

UNION NOTICES

57. The Company will provide and maintain bulletin boards in all plants for the purpose of Union postings and notices.

WORKING HOURS

58. The standard or regular work week shall consist of five (5) consecutive days, eight (8) consecutive hours per day, forty (40) hours per week. It shall start when the third or night shift is scheduled to report for work on Sunday evening and shall end one hundred sixty-eight (168) hours later. For the purpose of weekend overtime, Saturday will start at the

end of the regularly scheduled second shift Friday night and end twenty-four (24) hours later and Sunday shall start at the end of the regularly scheduled second shift Saturday night and end twenty-four (24) hours later.

59. The standard, or regular, work day shall consist of eight (8) consecutive hours. It shall start with the employees regular scheduled starting time (as defined in Paragraph 61) and shall end twenty-four (24) hours later.

60. No employee shall be compelled to work more than the standard work day or work week. Exceptions to this shall be shop maintenance that is required. When mandatory overtime is scheduled, employees will be forced to work in order of low occupational seniority. Shop maintenance employees will have one (1) weekend off a month at a time satisfactory to the employee, provided notice is given the Company not later than the end of the shift on Wednesday of the week the overtime is to be assigned. In case of multiple requests, such requests will be considered on the basis of the employee's occupational seniority. It is understood, however, that in instances of extreme emergency, the weekend off can be rescheduled at another time. For overtime charging purposes, all preferred weekends granted will be handled in accordance with the normal overtime provisions outlined in this agreement.

61. Each shift shall have a specific starting and finishing time. The Company has submitted plant listings of the shift hours of each department in each plant to the Union. It is agreed that any change in the existing shift hours of any department which would deviate from the standard pattern of shift hours established in said plant will be by agreement with the Plant Manager and the In-Plant Chairman. If a new department or shift is created, and it is necessary to implement shift hours which deviate from the standard pattern of shift hours established in the plant, the new shift hours may be effectuated by agreement between the Plant Manager and the In-Plant Chairman. (See following Statement of Intent)

Original Dated 6/1/85
To C. Maddox and E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 61 - SHIFT HOURS

In accord with Paragraph 61 of the current Agreement, this letter is to confirm the understanding between the Company and the Union that

the standard pattern of shift hours in the Company's plants located in Muskegon County, Michigan, are as follows:

1st Shift	6:45 AM	–	2:45 PM
2nd Shift	2:45 PM	–	10:45 PM
3rd Shift	10:45 PM	–	6:45 AM

62. Employees shall not be required to suspend work on any shift during regular shift working hours to avoid overtime payment, but when a shift is scheduled for five (5) hours or less, then the working hours shall be continuous except that each such shift shall have its normal paid rest period.

OVERTIME PAYMENTS

63. A. Time-and-one-half will be paid for all work over eight (8) hours in any day, forty (40) hours in any week, and all work on Saturday.

B. Where any employee voluntarily leaves a shift and transfers to another shift within a twenty-four (24) hour period, then the time-and-one-half provision shall not apply. Neither shall the time-and-one-half provision apply when a shift change takes place due to an increase or reduction of the work force.

C. Where the Company calls an employee into work prior to or after a shift, then the provision of 63A above shall apply.

D. Where an employee works the second shift on Friday, straight time will be paid for all hours worked to the end of the regularly scheduled second shift on Friday night. Where such an employee continues to work beyond the end of the second shift, time and one-half will be paid for all hours worked through twelve (12) hours, and double time will be paid for all hours worked over twelve (12) hours.

64. A. Double time will be paid for all work in excess of twelve (12) hours in any day, all work done on Sunday, and on the holidays provided for in Paragraph 69.

B. Where an employee voluntarily leaves a shift and transfers to another shift, then the provisions for double time beyond twelve (12) hours shall not apply. Neither shall the double time apply when a shift change takes place due to an increase or reduction of the work force.

C. Where the Company calls an employee into work prior to or after a shift, then the provisions of 64A above shall apply.

D. Where an employee works the second shift on Sunday, double time will be paid for all hours worked to the end of the regularly scheduled second shift on Sunday night. Where such an employee continues to work beyond the end of the second shift, time and one-half will be paid for all hours worked through twelve (12) hours, and double time will be paid for all hours worked over twelve (12) hours.

65. The allowance of an overtime premium on any hour shall exclude that hour from consideration of overtime payment on any other basis, thus eliminating any duplicating of overtime payments.

66. Overtime work in any job classification (work beyond the hours regularly scheduled for such classification) shall be, when possible, rotated among the qualified seniority employees then working in such classification so that over a reasonable period of time such employees will enjoy approximately the same opportunity with respect to overtime work.

Where the element of choice exists, it shall be exercised in the following order of preference.

1. Employees with classification seniority.

2. Employees without classification seniority, but with plant seniority, who are working in said classification.

3. Employees still on probation who are working in said classification.

4. Employees working in another classification, but qualified in the classification for which overtime is being scheduled.

RULES AND PROCEDURES

The Company agrees to take over the handling of overtime as previously handled by the stewards of all the departments.

The Company and the Union recognize the importance of handling the overtime correctly. It is the Company's responsibility to handle the overtime correctly as emphasized in the complaint resolution procedure. In an effort to minimize employee complaints regarding the handling of the overtime, the supervisors and the Union stewards will work together in handling the overtime.

The following are the rules and procedures to be followed by supervision in administering the overtime in their respective departments. The Company will instruct its supervisors in the administration of these rules and procedures.

GENERAL PROCEDURES

1. The overtime rules and overtime roster will be posted in each classification.

2. All overtime within a classification or group will be rotated among the qualified seniority employees so as to keep the overtime hours charged to employees as close as is reasonably possible.

3. Assignments will be made by low overtime hours.

4. An employee's overtime hours may become over-balanced by an amount not to exceed forty-eight (48) hours. When an employee's overtime hours become over-balanced by more than forty-eight (48) hours, such employee will not be scheduled for overtime again until the over-balance has been brought within forty-eight (48) hours.

5. When particular job knowledge is required, or when an employee would be working greater than twelve (12) hours in succession and health and safety is a concern (emergency situations excepted), someone other than the person with the low overtime hours will be offered the overtime.

6. Weekend overtime will be assigned on Thursday whenever possible.

7. The overtime hours shown on the roster on Thursday, at the beginning of first shift, will be frozen for the purpose of overtime assignments on Friday, Saturday, and Sunday.

8. On the following Monday, at the beginning of first shift, the overtime worked or declined will be entered into the roster accordingly.

9. Any objections regarding the overtime roster must be made within a period of five (5) days of posting; otherwise, the data contained on the posting will be considered as being correct.

10. Employees who are on an approved leave of absence for any reason, i.e., vacation/leave, emergency vacation/leave, bereavement, etc., that immediately precedes and abuts a weekend or holiday, are ineligible for any overtime scheduled for the following weekend or holiday period.

11. Employees offered an opportunity to work scheduled overtime must respond with a yes or no. The time will be extended by the supervisor if an employee has a specific problem which requires more time before the employee can respond. If the employee does not reply, it will be assumed that the employee has declined the overtime

OVERTIME

Employees offered the opportunity to work scheduled overtime have the option of working or declining the overtime. Exception to this shall be shop maintenance that is required.

If the employee wishes to work weekend overtime, he must commit to working a minimum of four (4) hours. The employees must specify the hours they intend to work and these hours must be a block of consecutive hours either beginning or ending the shift.

Shift Scheduling:

Partial Crew:	Daily overtime will be scheduled by low hours by shift by classification.
Full Crew:	Daily overtime will be scheduled by classification, by shift.

Once having committed to work the overtime, failure to work will result in the employee being charged with double the overtime for any unworked hours, except when an employee has been granted bereavement leave.

When working a one-shift partial crew or a two-shift partial crew on weekends, overtime will be scheduled by low hours by classification. (See #4 General Procedures)

When working partial crews on all three (3) shifts on weekends, overtime will be scheduled by classification, by shift, by low hours. (See #4 General Procedures)

A classification with two (2) regular shifts that is scheduled for partial crew weekend overtime work on both shifts, the overtime will be scheduled by classification, by shift, by low hours. (See #4 General Procedures)

All weekend overtime will normally be worked on the employee's own shift. The assignment of overtime on another shift will be done by low hours and seniority. That is, if the senior employees do not want to change shifts, the junior employee or employees will be asked to do so. An employee changing shifts will not be allowed to displace another employee working overtime on his own shift.

CALL IN PROCEDURE

A. Daily overtime call-in.

In scheduling daily overtime, the following rules will apply to employees being "called in":

1. If the employee is personally contacted by telephone, the employee will be charged with the hours being scheduled regardless of whether the overtime is accepted or declined.

2. If there is no answer or the employee is not at home, the employee will be charged with the overtime and the next person in line will be contacted. If the line is busy, another effort will be made to contact the employee before going to the next person in line.

B. Weekend overtime call-in.

In scheduling weekend overtime work, the following "call in" rules will apply:

1. If the employee cannot be personally contacted or if the employee declines to work, the employee will not be charged with the overtime and the next person in line will be contacted.

2. If the employee is personally contacted and accepts, the employee will be charged with the hours being scheduled.

3. Employees will be allowed one (1) full hour to report when called in for weekend overtime before being charged double for any unworked hours scheduled.

CHARGING OF OVERTIME HOURS

1. All employees up for scheduled overtime will be charged regardless of whether or not they are available. (See rule #5)

2. Employees who do not report for the overtime hours accepted will be charged double for any unworked hours.

3. All time-and-one-half overtime will be charged as straight time hours; and all double-time overtime will be charged as time-and-one-half. Maintenance to be charged by hours paid.

4. All overtime will be recorded on the overtime roster to the nearest hour. Maintenance to be recorded by hours paid.

5. An employee not available for overtime work because of short-term military/reserve duty, Company business, official Union business, jury duty and bereavement will not be charged for any overtime hours scheduled during his absence. The rule applies to both full and partial crew overtime.

6. In scheduling partial crew overtime work where an employee is offered the overtime work on his own shift and accepts this assignment and then prior to working this overtime, he is displaced off his shift and offered overtime work on another shift and declines to work the overtime on this basis, he will not be charged double under these circumstances.

7. Employees hired, transferred or exercising seniority to a classification and employees off work from his classification for sixty (60) days or more (i.e., medical leave, FMLA, layoff) will be given the high department overtime hours. Employees hired, transferred and exercising seniority will be given the high hours upon gaining seniority in the classification.

8. Employees who are up for weekend overtime and are absent on Thursday will be charged the overtime. If, however, the employee reports for work on Friday, the employee will be given an opportunity to work the overtime for which he or she was charged.

9. Employees who report on the weekend and desire to leave before the completion of their scheduled overtime must work a minimum of four (4) hours before they can leave unless they receive a working hour pass. Employees working beyond the four (4) hours desiring to leave the plant prior to the completion of their scheduled overtime must first notify their Supervisor or the Supervisor in charge, either verbally or in writing, of their intention to leave.

10. When the maintenance employees who work overtime Friday or Saturday beyond the end of their regular shift hours are scheduled to work overtime on the following day (Saturday or Sunday), the time shall not apply when reporting the following day (Saturday or Sunday). When the circumstances described here are present on Friday and/or Saturday and any such employee is called in to work overtime on Saturday or Sunday, as the case may be, such employee will be allowed one (1) full hour to report before being charged.

COMPLAINT RESOLUTION PROCEDURE

If an employee who is eligible to work overtime is not offered the opportunity to do so by the supervisor and objects to the supervisor prior to the time that the overtime is worked, the supervisor must correct the error by affording the eligible employee the opportunity to work the overtime. If the employee is not afforded the opportunity to work the overtime under these circumstances, the Company will pay the employee for the overtime hours he could have worked at time and one-half or double time, as the case may be.

If an employee who is eligible to work overtime is not offered the opportunity to do so by the supervisor and objects to the supervisor within five (5) days of the posting of the overtime that he was eligible to work, and was not afforded the opportunity to do so, he will be given an opportunity to work the overtime hours over a period of seven (7) days from the date of the objection. Any of the overtime hours that the employee was eligible to work that are not offered to the employee to work during the seven (7) calendar day period will be paid to the employee at time and one-half or double time, as the case may be.

67. Any employee who misses more than two (2) hours of unexcused absence during the work week (Monday through Friday) will be refused and charged for overtime available for the following weekend (Saturday and Sunday).

Original Dated 3/31/69
To J. Biggart From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 67 - OVERTIME

It is the intent of the Company to implement the terms of the clause so as to only penalize those who thru unexcused absence are abusing the right to overtime work by taking time off during the regular work week.

SHIFT PREMIUM

68. Employees working on the second shift shall be paid a bonus of twenty-three cents ($.23) per hour. Employees working on the third shift shall be paid a bonus of twenty-eight cents ($.28) per hour. The normal hours for the first or day shift shall be 6:45 a.m. to 2:45 p.m. The normal hours for the second shift or afternoon shift shall be 2:45 p.m. to 10:45 p.m., and the third or night shift shall be 10:45 p.m. to 6:45 a.m. If half or more of an employee's normal shift falls between the hours designated above as the second or third shift, the appropriate premium will be paid for the whole shift.

HOLIDAY PAY

69. Hereafter, hourly rated employees shall be paid for the following holidays as designated for each year:

2005-2006	
July 4, 2005	Independence Day
July 5, 2005	Tuesday after Independence Day
September 2, 2005	Friday before Labor Day
September 5, 2005	Labor Day
November 24, 2005	Thanksgiving Day
November 25, 2005	Friday after Thanksgiving Day
December 26, 2005	
December 27, 2005	
December 28, 2005	
December 29, 2005	
December 30, 2005	
April 14, 2006	Good Friday
May 29, 2006	Memorial Day

2006-2007

July 3, 2006	Monday before Independence Day
July 4, 2006	Independence Day
September 4, 2006	Labor Day
November 23, 2006	Thanksgiving Day
November 24, 2006	Friday after Thanksgiving Day
December 25, 2006	Christmas Day
December 26, 2006	
December 27, 2006	
December 28, 2006	
December 29, 2006	
January 1, 2007	New Year's Day
April 6, 2007	Good Friday
May 28, 2007	Memorial Day

2007-2008

July 4, 2007	Independence Day
September 3, 2007	Labor Day
November 22, 2007	Thanksgiving Day
November 23, 2007	Friday after Thanksgiving Day
December 24, 2007	Monday before Christmas Day
December 25, 2007	Christmas Day
December 26, 2007	
December 27, 2007	
December 28, 2007	
December 31, 2007	
January 1, 2008	New Year's Day
March 21, 2008	Good Friday
May 26, 2008	Memorial Day

2008-2009	
July 4, 2008	Independence Day
September 1, 2008	Labor Day
November 27, 2008	Thanksgiving Day
November 28, 2008	Friday after Thanksgiving Day
December 24, 2008	Wednesday before Christmas Day
December 25, 2008	Christmas Day
December 26, 2008	
December 29, 2008	
December 30, 2008	
December 31, 2008	
January 1, 2009	New Year's Day
January 2, 2009	Friday after New Year's Day
April 10, 2009	Good Friday
May 25, 2009	Memorial Day

2009-2010	
September 7, 2009	Labor Day
November 26, 2009	Thanksgiving Day
November 27, 2009	Friday after Thanksgiving Day
December 24, 2009	Thursday before Christmas Day
December 25, 2009	Christmas Day
December 28, 2009	
December 29, 2009	
December 30, 2009	
December 31, 2009	
January 1, 2010	New Year's Day
April 2, 2010	Good Friday
May 31, 2010	Memorial Day

In order to receive holiday pay, employees must meet all of the following eligibility rules, unless otherwise provided herein:

A. The employee has seniority as of the date of the holiday, and

B. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

C. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week.

D. Scheduled work day shall mean a complete scheduled shift, except that it is understood the employee who is late one (1) hour or less shall be considered as having worked the scheduled work day. An employee who is late longer than one (1) hour or leaves the job early for a period greater than one (1) hour shall have his holiday pay deducted by an amount equal to that which was deducted from his qualifying day because of his absence. The Union Committee and Management may by mutual agreement provide exceptions to this requirement. It is understood, however, that in applying this paragraph, the amount deducted from the qualifying day or days as a result of lateness shall be deducted from the total holiday pay in instances where there are two (2) or more consecutive paid holidays such as the day before Christmas and Christmas Day, or the day before New Year's Day and New Year's Day, etc.

70. Employees with the necessary seniority who have been laid off in a reduction in force, or who have gone on approved leave during the work week prior to or during the work week in which the holiday falls shall receive pay for such holiday.

With respect to the Christmas holiday period only, the same qualification requirements applying to any other holiday continue to apply to the Christmas holiday, except that employees absent on the qualifying days for the following reasons are eligible for the holiday pay:

1. Employees who are on an approved vacation or personal leave.

2. Employees who are laid off due to a reduction in force within thirty (30) days of the Christmas holiday period.

3. Employees who are on an approved medical leave which commenced within thirty (30) days of the Christmas Holiday period.

71. When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which the holiday falls.

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

When an employee on layoff or an approved leave of absence returns to work following the holiday but during the week in which the holiday fell, or the following Monday, he shall be eligible for pay for that holiday.

72. Employees eligible under these provisions shall receive eight (8) hour's pay at their regular base rate exclusive of night shift and overtime premium for each such holiday.

73. Employees not working in necessary continuous seven day operations who may be requested to and do work on any of the above holidays shall receive holiday pay under this section and in addition shall be compensated for time worked under the Overtime Payment Section of this Agreement.

74. Employees who have accepted such holiday work assignment and then fail to report for and perform such work without reasonable cause, shall not receive pay for the holiday. In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday.

STANDARDS

75. Standards shall be set by the Company. Continued failure of an employee to reach 100% of a fairly established standard shall be considered due cause for discipline, unless the failure is due to causes beyond his control.

76. In order to insure that standards are fair and equitable to the employees, the following procedure will be followed:

A. A standard time, which is the time that a qualified operator working at a normal pace requires to produce one unit of work at his operation, shall be determined on the basis of time study or other reasonable method.

B. This standard time shall be multiplied by 115%. This allowance is for operator personal and fatigue time and for all unavoidable delays. Delays of more than twelve (12) minutes shall be compensated for by down time. When an operator is on down time, he shall be compensated at his base rate and the Company may use his services in another capacity.

77. A standard once established shall not be increased or decreased unless there is a substantial change in the material, tools, method or design or other change that affects the job content, or where a clerical or mathematical error is discovered. When standards are changed due to a substantial change in method, tools, material or job content, only the elements affected shall be changed to reflect the extent of such change.

PROCEDURE ON DISPUTED STANDARDS

78. The Union shall have the right to file grievances and bargain collectively concerning the fairness of any production standard. In cases where a grievance is filed by the Union protesting a standard as being unfair or inequitable, they shall have the right to a copy of all data pertaining to the standard to which the grievance refers. In addition, the Union, or any person designated by the Union, shall have the right to time study the job by any time study techniques it feels are suitable, after the grievance procedure up to and including Step 3 has been completed.

79. If the grievance cannot be satisfactorily settled in Step 3, then either of the following courses shall be open:

    A. The Company and the Union may agree to arbitration by a competent Time Study Engineer. Method of selection and expense shall be in accordance with Paragraph 23 of the Agreement. The decision of the arbitrator shall be final and binding, if arbitration is selected.

    B. The Union may invoke its right to strike. Before the right to strike is used by the Union, it will give Management a copy of the time study taken by the Union as referred to in Paragraph 78 above and the Local Union must have complied with the International Constitution on strikes and get proper authorization from the International Union to strike before invoking this section.

80. Vacation leave will be allotted by the Company, so far as possible, during the calendar year January 1 through December 31. All employees, except those with less than six (6) month's seniority, will be eligible for vacation time as follows:

Seniority	Vacation
6 Months to 10 Years	2 Weeks
10 – 20 Years	3 Weeks
20 – 25 Years	4 Weeks
25 Years and Over	5 Weeks

All vacation/leave days may be taken in half days (4 hours) and/or one (1) day (8 hours) increments. Requests for vacation/leave days must be submitted no later than fourteen (14) days prior to the date the vacation/leave is to begin, except for vacations/leaves of a half day (4 hours) and/or one (1) or two (2) days which must be requested twenty-four (24) hours in advance. No vacation/leave days, with the exception of true emergencies, will be granted outside the above provisions. Employees requesting vacation/leave fourteen (14) days in advance will

be given a decision no later than the tenth (10th) day prior to the effective date of the vacation/leave. Vacation/leaves requested twenty-four (24) hours in advance will be given a decision the same day prior to the end of the employee's shift. In either case, if no decision is given, the vacation/leave will be automatic.

Any employee may return to work early from vacation/leave of three (3) days or more, provided they notify Human Resources before the end of their normal shift on the day prior to their return.

The parties recognize the need to maintain an appropriate balance between employee requests for vacation/leave and the ability to respond to production schedules and customer requirements. Vacation/leaves will be granted as liberally as possible. Vacation/leaves will be considered on the basis of the employee's occupational seniority. Time for vacation/leave half day (4 hours), one (1) and two (2) day and three (3) days or more will be granted based on specific department percentage calculated based on active employees. The Company will agree to grant vacation/leaves to no less than 10% percent of the active employees per shift, by classification, but in no case, in a small department, would this be less than one per shift.

Management also guarantees all employees a minimum of one (1) week of vacation/leave time by November 1st of each year.

81. If a temporary scheduled slowdown is needed in a classification or group of classifications for a period (Monday-Friday) not greater than two weeks per year, the Company will first ask for volunteers to work on a seniority basis. If too many employees volunteer to work, the highest seniority employees will be scheduled. If too few employees volunteer to work, then low seniority employees will be required to work. Employees laid off as a result of a temporary scheduled slowdown will not have bumping rights.

82. The time of vacation selected by the employee shall be based on seniority in the classification in which he is working, and subject to approval by the Company and the Union in order to insure the orderly operation of the Company.

83. Pay for the vacation period for each year will be on the following basis for those employees hired prior to January 1, 1999:

    1) Three percent of their total earnings for the preceding calendar year to employees with one (1) year minimum seniority on February 1.

    2) Four percent of their total earnings for the preceding calendar year to employees with three (3) year's minimum seniority on February 1.

3) Four and one-half percent of their total earnings for the preceding calendar year to employees with five (5) years minimum seniority on February 1.

4) Five percent of their total earnings for the preceding calendar year to employees with seven (7) year's minimum seniority on February 1.

5) Six percent of their total earnings for the preceding calendar year to employees with ten (10) year's minimum seniority on February 1.

6) Eight percent of their total earnings for the preceding calendar year to employees with fifteen (15) year's minimum seniority on February 1.

7) Nine percent of their total earnings for the preceding calendar year to employees with twenty (20) year's minimum seniority on February 1.

8) Eleven percent of their total earnings for the preceding calendar year to employees with twenty-five (25) years minimum seniority on February 1.

Pay for the vacation period for any subsequent year shall be based on total earnings for the calendar year immediately preceding as outlined directly above.

Employees hired after January 1, 1999, will earn vacation, from date of hire, as follows:

0 – 7 years = 10 days, earning 1 day per month, maximum ten (10) days (no vacation days available prior to their sixty-first (61) day)

7 years – 20 years = 15 days, earning 1.5 days per month, maximum fifteen (15) days

20 years – 25 years = 20 days, earning 2.0 days per month, maximum twenty (20) days

25 years and over = 25 days, earning 2.5 days per month, maximum twenty-five (25) days

Vacation pay will be paid as time is taken, with any unused days paid out first payday in February. Employees must have eight (8) hours worked in a month to accumulate vacation earnings for that month.

If an employee leaves the Company and has used more days than earned at the time of departure, they will be required to reimburse the Company for unearned days.

84. Payment of vacation pay will be made each year on the first Friday in February at the end of each shift.

The Company will not issue any vacation pay advances to employees.

85. Any employee with a minimum Company seniority rating of six (6) months on June 30 who is accepted by the United States Government in military service prior to June 30 is eligible for the above three (3) percent vacation bonus.

86. A. Employees who terminate their employment during the period on which vacation pay is figured, provided they qualified for vacation pay in the previous vacation period, shall not forfeit the vacation pay to which they would otherwise have been entitled had they not so terminated. Employees who retire or terminate their employment for any reason will receive the vacation pay to which they would otherwise be entitled within two (2) weeks following their retirement or termination.

B. Beginning April 1, 1975, seniority employees who lose time due to injuries or diseases covered by the State Worker's Compensation Law will be given vacation credits for such lost time. In calculating such credits, one day will be figured at eight (8) hours times the employee's straight time hourly rate, including shift premium, if applicable. One week of lost time vacation credit is not to exceed forty (40) hours of straight time earnings.

HEALTH AND WELFARE BENEFITS

87. The Company and the Union have agreed upon medical benefits and life insurance programs covering all employees and their dependents, the provisions of which are outlined in a separate notebook of Summary Plan Descriptions (SPDs). This notebook is called the "Total Compensation Binder," a copy of which will be distributed by the Company to each employee.

The cost of the benefits is shared by the Company and the employee. The portion that employees contribute is deducted on a pre-tax basis. For examples of the cost of the benefits for the life of the Agreement, see Select Benefit Pricing on Pages 58-67.

Effective January 1, 2006, the Alcoa Select Benefits Plan will be provided to all active employees covered by this Agreement and their eligible dependents. The benefits programs negotiated in the June 1, 1997,

agreement will remain in effect through December 31, 2005. Employees will choose the Select Benefits options in which they will participate and contribute where applicable through payroll deductions. The options and details are outlined in the Summary Plan Descriptions (SPDs) provided to each employee for the following benefits:

- Medical Plan
- Health Reimbursement Arrangement (HRA)
- Prescription Drug Plan
- Dental Plan
- Vision Plan
- Short Term Disability Plan
- Employee Life Insurance
- Spouse Life Insurance
- Child Life Insurance
- Employee Accidental Death and Dismemberment Insurance
- Dependent Accidental Death and Dismemberment Insurance
- Flexible Spending Accounts
    - Health Care
    - Dependent Care
- Long Term Care
- Tuition Assistance Program
- Adoption Assistance Program
- Business Travel Accident Insurance
- Life Works

Original Dated 5/31/85
To C. Maddox and E. Fisher From W. Roof

June 1, 2005

MEMO OF UNDERSTANDING REGARDING CONTRACT REVISIONS CONCERNING PARAGRAPH 87 AND SUPPLEMENTAL AGREEMENT, BENEFIT PROGRAMS

In reference to the revisions to Paragraph 87 and Supplemental Agreement Benefit Programs, it is the parties' understanding that any changes in the administrator will not change the benefits as referenced in the previous language. It is further understood that the administrator will continue to issue the necessary ID cards.

It is also understood by the parties that all claims covered by the insurance plans in effect at the time this agreement is ratified shall be honored regardless of the self-insured status for the duration of the agreement. Any disputes arising which concern these above-referenced points of understanding may be subject to the Grievance Procedure, if the Union desires.

June 1, 2005

SUPPLEMENTAL AGREEMENT
HEALTH AND WELFARE BENEFITS

The agreed benefits and life insurance programs referred to in Paragraph 87 of this Agreement are as follows:

Life Insurance

Life insurance is provided to all eligible employees

- The benefit of one-times (1x) pay is provided at no cost to the employee:
    - Base pay as of September 1 each year
    - Rounded to next highest $5,000
    - Minimum benefit of $30,000
- Employee can purchase extra life insurance, up to eight-times (8x) pay.

Accidental Death & Dismemberment (AD&D)

The benefit of two-times (2x) pay is provided at no cost to the employee. An employee can purchase extra AD&D insurance, up to eight-times (8x) pay.

Short Term Disability (STD)

The Company will provide a weekly disability benefit of 40%, 50%, or 60% of the employee's base wage; 40% is provided at no cost to the employee.

Per the Summary Plan Description (SPD), *"You may receive STD benefits for a total of 26 weeks during a 12 consecutive month period of absence. The 12 month period begins on the first day of the disability absence. A new 12 month period may begin when you return to active status after the initial 12 month period ends. Benefits may continue for up to a total of 26 weeks as long as you remain totally disabled.*

If you become totally disabled, STD benefits begin on:

- *The first calendar day of an accident, inpatient confinement, or outpatient surgery; or*

- *The eighth calendar day of an illness."*

Medical Benefits

The Company has agreed to provide five (5) plan options. Annually, each employee can review the options and pick the best for themselves. The changes take effect January 1. Examples of what the medical benefits include are coverage for annual physicals, well child care, pap smear, routine mammogram, prescription drugs (including generic and mail order options), ambulance, hospice coverage, hearing aids, and mental health and substance abuse care.

An employee, who is covered with another benefit program for medical and prescription drug, can elect to opt out. Under this Agreement, the employee will receive One Thousand Dollars ($1,000) per year for each year that an employee opts out of coverage during the term of this Collective Bargaining Agreement. This opt-out credit will be prorated by pay period.

The benefits set forth above shall become effective January 1, 2006, for all employees (and their dependents) who were eligible for benefits on December 31, 2005.

In case of layoff, insurance will be continued until the end of the second calendar month following the month in which the layoff starts. The employee will be expected to continue paying their normal benefit contribution amount. This will be billed to the employee. Employees returning from layoff will have their benefits reinstated the day they return. Any employee who returns to work from layoff and disqualifies himself and moves to a layoff status while holding seniority to work in another classification will have all company-paid benefits terminated on the day of the disqualification. (See Paragraph 37, Layoff/Recall)

Those employees who have exhausted their approved Short Term Disability benefits and continue to provide satisfactory evidence to substantiate their medical disability will be eligible to continue company paid benefits for up to twenty-four (24) months from the beginning of their disability. This assumes that the employee remains in good standing with their contribution payments.

Dental Benefits

Effective January 1, 2006, the Company will provide two (2) dental benefit options. Option 1 is provided at no cost to the employee.

Option	Annual Deductible	Oral Surgery	Orthodontia (for eligible dependents)	Annual Maximum
1	$50 / person $100 / family	50% coverage	Not Covered	$1,000 per person
2	$25 / person $50 / family	100% coverage	50% Coverage No deductible Separate lifetime max $1,500/child	$2,000 per person

For both options:

Preventive Care:	100% coverage with no deductible
Basic Care:	85% coverage
Major Care:	50% coverage

Dental and vision plan elections are not made every year. Elections are in effect for two (2) years.

Vision Benefits

Effective January 1, 2006, the Company has agreed to continue to provide vision care benefits for employees and their eligible dependents.

If using "in network providers," the benefits are:

Eye Exam:	100% once per calendar year
Standard Lenses:	100% once per calendar year
Frames:	100% up to $100 retail once every two calendar years
Contacts:	100% up to $105 retail once per calendar year

Either Contacts or Lenses are covered per calendar year (not both).

June 1, 2005

SUPPLEMENTAL AGREEMENT
RETIREMENT BENEFITS

Retiree's Life Insurance

It is understood that employees that have a minimum of ten (10) years of Credited Service and at least 55 years old will be eligible for Retiree Life coverage.

For employees with a retirement date on or before January 1, 2006; the benefit is $5,000.

For employees with a retirement date after January 1, 2006, the benefit will be one-times (1x) your base pay, as outlined in the Life Insurance Summary Plan Description (SPD) for active employees. Per the SPD, *"If you retire from the company, except for a deferred vested retirement, your company-paid life insurance is maintained in full until the later of:*

The date you reach age 62; or
Your retirement date.

After age 62 or your retirement date if later, your company-paid life insurance is reduced to 25% of the amount in effect on your retirement date. You may convert the amount of life insurance that is reduced."

Retiree Medical Benefits

The company will provide retiree medical benefits for all employees hired before June 1, 2005. The cost of the medical benefit is subject to the difference between the cost and the "cap" (reference Statement of Intent Regarding Retiree Benefits Under SFAS-106).

Retiree Select allows retirees to choose from multiple medical insurance options, prescription drug options, dental, and vision. The Traditional Program includes medical, prescription drug, dental and vision.

The Company will pay the Medicare cost up to a maximum of $50.00 per month for the retiree and/or spouse who are eligible for Retiree Medical

benefits and qualify for Medicare benefits. This is paid to retirees that elect from the Retiree Select options (or retiree that remains with the Traditional Plan and qualified to receive the $50.00 Medicare reimbursement on or before June 1, 2006).

It is understood that upon the death of the retiree, all of the above coverage will be terminated, excepting that if the retiree had elected the Survivor's Option Benefit, the surviving spouse will continue to be eligible for the same benefits as if his/her spouse were still living, including the Open Enrollment process.

Retiree Dental and Vision Benefits

Effective January 1, 2006, retirees and their eligible spouses are eligible for Dental Benefits. If the retiree elects Retiree Select, the dental design is the same as Option 2 extended to active employees. The vision design is the same as extended to active employees.

Retiree Medical Conversion

Employees that were active prior to June 1, 2005, and retire on or before June 1, 2006, will have the option of the Retiree Select programs or the Traditional Insurance offered to retirees. This choice will go into effect January 1, 2006. Employees that retire after June 1, 2006, will not have the option of keeping the Traditional Insurance. Once a retiree enrolls in a Retiree Select option, they cannot change coverage back to the Traditional Plan in future annual enrollments.

June 1, 2005

SUPPLEMENTAL AGREEMENT

401(K) PLAN

(Alcoa Savings Plan)

Effective January 1, 2006, the Company will provide a fifty percent (50%) match, of a maximum of six percent (6%) of their earnings, to the Alcoa Savings Plan.

Vesting is equivalent to the employee ownership of the funds in the Savings Plan.

- Your savings and investment earnings on them are always 100% vested.
- Money that merges into the Savings Plan is 100% vested.
- You are fully vested in the company matching contributions made to your account after three (3) years of service; unless you were hired before January 1, 2006; in which case you are 100% vested in the Savings Plan.

The details of the Plan are outlined in the Summary Plan Description (SPD).

June 1, 2005

SUPPLEMENTAL AGREEMENT

PENSION PLAN

GUARANTEED 401(K) CONTRIBUTION FOR

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1999

Employees hired after January 1, 1999, will accumulate retirement savings via the 401(k). Each month, a guarantee contribution will be issued to an active employee as follows:

6-1-05	$45.00
6-1-06	$50.00
6-1-07	$55.00
6-1-08	$60.00
6-1-09	$60.00

This contribution will be made regardless of the participation of the employee in the voluntary portion of the plan.

Select Benefit Pricing (2006)
Employees HIRED Before 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 47.88	$ 100.38	$ 90.96	$ 143.46
Prescription Drug - 3	$ 16.73	$ 35.00	$ 31.92	$ 50.19
Dental - 2	$ 1.35	$ 2.88	$ 2.50	$ 4.04
Vision - 1	$ 0.58	$ 1.25	$ 1.06	$ 1.73
Short Term Disability - 50%	$ 2.13	$ 2.13	$ 2.13	$ 2.13
TOTAL PRICE	$ 68.67	$ 141.65	$ 128.58	$ 201.56
CREDITS				
Flex Credits	$ 72.79	$ 151.54	$ 137.88	$ 217.79
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 76.63	$ 155.38	$ 141.73	$ 221.63
Total Refund Per Week	$ (7.96)	$ (13.73)	$ (13.15)	$ (20.08)

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 54.81	$ 115.00	$ 104.23	$ 164.42
Prescription Drug - 3	$ 16.73	$ 35.00	$ 31.92	$ 50.19
Dental - 2	$ 1.35	$ 2.88	$ 2.50	$ 4.04
Vision - 1	$ 0.58	$ 1.25	$ 1.06	$ 1.73
Short Term Disability - 50%	$ 2.13	$ 2.13	$ 2.13	$ 2.13
TOTAL PRICE	$ 75.60	$ 156.27	$ 141.85	$ 222.52
CREDITS				
Flex Credits	$ 72.79	$ 151.54	$ 137.88	$ 217.79
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 76.63	$ 155.38	$ 141.73	$ 221.63
Total (Refund)/Cost Per Week	$ (1.04)	$ 0.88	$ 0.12	$ 0.88

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 62.50	$ 131.15	$ 118.85	$ 187.50
Prescription Drug - 3	$ 16.73	$ 35.00	$ 31.92	$ 50.19
Dental - 2	$ 1.35	$ 2.88	$ 2.50	$ 4.04
Vision - 1	$ 0.58	$ 1.25	$ 1.06	$ 1.73
Short Term Disability - 50%	$ 2.13	$ 2.13	$ 2.13	$ 2.13
TOTAL PRICE	$ 83.29	$ 172.42	$ 156.46	$ 245.60
CREDITS				
Flex Credits	$ 72.79	$ 151.54	$ 137.88	$ 217.79
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 76.63	$ 155.38	$ 141.73	$ 221.63
Total Cost Per Week	$ 6.65	$ 17.04	$ 14.73	$ 23.96

Select Benefit Pricing (2007)
Employees HIRED Before 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 52.90	$ 110.92	$ 100.52	$ 158.52
Prescription Drug - 3	$ 19.15	$ 40.08	$ 36.56	$ 57.46
Dental - 2	$ 1.90	$ 4.06	$ 3.52	$ 5.69
Vision - 1	$ 0.81	$ 1.77	$ 1.48	$ 2.44
Short Term Disability - 50%	$ 3.00	$ 3.00	$ 3.00	$ 3.00
TOTAL PRICE	$ 77.77	$ 159.83	$ 145.08	$ 227.12
CREDITS				
Flex Credits	$ 80.27	$ 167.12	$ 152.06	$ 240.17
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 84.12	$ 170.96	$ 155.90	$ 244.02
Total Refund Per Week	$ (6.35)	$ (11.13)	$ (10.83)	$ (16.90)

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 60.56	$ 127.08	$ 115.17	$ 181.69
Prescription Drug - 3	$ 19.15	$ 40.08	$ 36.56	$ 57.46
Dental - 2	$ 1.90	$ 4.06	$ 3.52	$ 5.69
Vision - 1	$ 0.81	$ 1.77	$ 1.48	$ 2.44
Short Term Disability - 50%	$ 3.00	$ 3.00	$ 3.00	$ 3.00
TOTAL PRICE	$ 85.42	$ 175.98	$ 159.73	$ 250.29
CREDITS				
Flex Credits	$ 80.27	$ 167.12	$ 152.06	$ 240.17
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 84.12	$ 170.96	$ 155.90	$ 244.02
Total Cost Per Week	$ 1.31	$ 5.02	$ 3.83	$ 6.27

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 69.06	$ 144.92	$ 131.33	$ 207.19
Prescription Drug - 3	$ 19.15	$ 40.08	$ 36.56	$ 57.46
Dental - 2	$ 1.90	$ 4.06	$ 3.52	$ 5.69
Vision - 1	$ 0.81	$ 1.77	$ 1.48	$ 2.44
Short Term Disability - 50%	$ 3.00	$ 3.00	$ 3.00	$ 3.00
TOTAL PRICE	$ 93.92	$ 193.83	$ 175.88	$ 275.79
CREDITS				
Flex Credits	$ 80.27	$ 167.12	$ 152.06	$ 240.17
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 84.12	$ 170.96	$ 155.90	$ 244.02
Total Cost Per Week	$ 9.81	$ 22.87	$ 19.98	$ 31.77

Select Benefit Pricing (2008)
Employees HIRED Before 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 58.19	$ 122.02	$ 110.58	$ 174.37
Prescription Drug - 3	$ 21.83	$ 45.69	$ 41.67	$ 65.50
Dental - 2	$ 2.46	$ 5.25	$ 4.56	$ 7.37
Vision - 1	$ 1.04	$ 2.29	$ 1.92	$ 3.15
Short Term Disability - 50%	$ 3.88	$ 3.88	$ 3.88	$ 3.88
TOTAL PRICE	$ 87.40	$ 179.13	$ 162.62	$ 254.27
CREDITS				
Flex Credits	$ 88.31	$ 183.87	$ 167.29	$ 264.23
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 92.15	$ 187.71	$ 171.13	$ 268.08
Total Refund Per Week	$ (4.75)	$ (8.58)	$ (8.52)	$ (13.81)

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 66.62	$ 139.79	$ 126.69	$ 199.87
Prescription Drug - 3	$ 21.83	$ 45.69	$ 41.67	$ 65.50
Dental - 2	$ 2.46	$ 5.25	$ 4.56	$ 7.37
Vision - 1	$ 1.04	$ 2.29	$ 1.92	$ 3.15
Short Term Disability - 50%	$ 3.88	$ 3.88	$ 3.88	$ 3.88
TOTAL PRICE	$ 95.83	$ 196.90	$ 178.73	$ 279.77
CREDITS				
Flex Credits	$ 88.31	$ 183.87	$ 167.29	$ 264.23
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 92.15	$ 187.71	$ 171.13	$ 268.08
Total Cost Per Week	$ 3.67	$ 9.19	$ 7.60	$ 11.69

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 75.96	$ 159.42	$ 144.46	$ 227.90
Prescription Drug - 3	$ 21.83	$ 45.69	$ 41.67	$ 65.50
Dental - 2	$ 2.46	$ 5.25	$ 4.56	$ 7.37
Vision - 1	$ 1.04	$ 2.29	$ 1.92	$ 3.15
Short Term Disability - 50%	$ 3.88	$ 3.88	$ 3.88	$ 3.88
TOTAL PRICE	$ 105.17	$ 216.54	$ 196.50	$ 307.81
CREDITS				
Flex Credits	$ 88.31	$ 183.87	$ 167.29	$ 264.23
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 92.15	$ 187.71	$ 171.13	$ 268.08
Total Cost Per Week	$ 13.02	$ 28.83	$ 25.37	$ 39.73

Select Benefit Pricing (2009)
Employees HIRED Before 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 63.71	$ 133.62	$ 121.08	$ 190.92
Prescription Drug - 3	$ 24.77	$ 51.87	$ 47.31	$ 74.35
Dental - 2	$ 3.02	$ 6.44	$ 5.60	$ 9.04
Vision - 1	$ 1.27	$ 2.81	$ 2.37	$ 3.87
Short Term Disability - 50%	$ 4.77	$ 4.77	$ 4.77	$ 4.77
TOTAL PRICE	$ 97.54	$ 199.50	$ 181.12	$ 282.94
CREDITS				
Flex Credits	$ 96.94	$ 201.83	$ 183.63	$ 290.04
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 100.79	$ 205.67	$ 187.48	$ 293.88
Total Refund Per Week	$ (3.25)	$ (6.17)	$ (6.37)	$ (10.94)

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 72.94	$ 153.08	$ 138.73	$ 218.85
Prescription Drug - 3	$ 24.77	$ 51.87	$ 47.31	$ 74.35
Dental - 2	$ 3.02	$ 6.44	$ 5.60	$ 9.04
Vision - 1	$ 1.27	$ 2.81	$ 2.37	$ 3.87
Short Term Disability - 50%	$ 4.77	$ 4.77	$ 4.77	$ 4.77
TOTAL PRICE	$ 106.77	$ 218.96	$ 198.77	$ 310.87
CREDITS				
Flex Credits	$ 96.94	$ 201.83	$ 183.63	$ 290.04
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 100.79	$ 205.67	$ 187.48	$ 293.88
Total Cost Per Week	$ 5.98	$ 13.29	$ 11.29	$ 16.98

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 83.17	$ 174.58	$ 158.19	$ 249.56
Prescription Drug - 3	$ 24.77	$ 51.87	$ 47.31	$ 74.35
Dental - 2	$ 3.02	$ 6.44	$ 5.60	$ 9.04
Vision - 1	$ 1.27	$ 2.81	$ 2.37	$ 3.87
Short Term Disability - 50%	$ 4.77	$ 4.77	$ 4.77	$ 4.77
TOTAL PRICE	$ 117.00	$ 240.46	$ 218.23	$ 341.58
CREDITS				
Flex Credits	$ 96.94	$ 201.83	$ 183.63	$ 290.04
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 100.79	$ 205.67	$ 187.48	$ 293.88
Total Cost Per Week	$ 16.21	$ 34.79	$ 30.75	$ 47.69

Select Benefit Pricing (2010)
Employees HIRED Before 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 69.44	$ 145.63	$ 131.98	$ 208.12
Prescription Drug - 3	$ 27.98	$ 58.62	$ 53.46	$ 84.02
Dental - 2	$ 3.56	$ 7.58	$ 6.58	$ 10.63
Vision - 1	$ 1.50	$ 3.31	$ 2.79	$ 4.56
Short Term Disability - 50%	$ 5.62	$ 5.62	$ 5.62	$ 5.62
TOTAL PRICE	$ 108.10	$ 220.75	$ 200.42	$ 312.94
CREDITS				
Flex Credits	$ 106.15	$ 221.00	$ 201.08	$ 317.60
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 110.00	$ 224.85	$ 204.92	$ 321.44
Total Refund Per Week	$ (1.90)	$ (4.10)	$ (4.50)	$ (8.50)

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 79.50	$ 166.85	$ 151.21	$ 238.54
Prescription Drug - 3	$ 27.98	$ 58.62	$ 53.46	$ 84.02
Dental - 2	$ 3.56	$ 7.58	$ 6.58	$ 10.63
Vision - 1	$ 1.50	$ 3.31	$ 2.79	$ 4.56
Short Term Disability - 50%	$ 5.62	$ 5.62	$ 5.62	$ 5.62
TOTAL PRICE	$ 118.15	$ 241.96	$ 219.65	$ 343.37
CREDITS				
Flex Credits	$ 106.15	$ 221.00	$ 201.08	$ 317.60
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 110.00	$ 224.85	$ 204.92	$ 321.44
Total Cost Per Week	$ 8.15	$ 17.12	$ 14.73	$ 21.92

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 90.65	$ 190.29	$ 172.42	$ 272.02
Prescription Drug - 3	$ 27.98	$ 58.62	$ 53.46	$ 84.02
Dental - 2	$ 3.56	$ 7.58	$ 6.58	$ 10.63
Vision - 1	$ 1.50	$ 3.31	$ 2.79	$ 4.56
Short Term Disability - 50%	$ 5.62	$ 5.62	$ 5.62	$ 5.62
TOTAL PRICE	$ 129.31	$ 265.40	$ 240.87	$ 376.85
CREDITS				
Flex Credits	$ 106.15	$ 221.00	$ 201.08	$ 317.60
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 110.00	$ 224.85	$ 204.92	$ 321.44
Total Cost Per Week	$ 19.31	$ 40.56	$ 35.94	$ 55.40

Select Benefit Pricing (2006)
Employees HIRED After 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 47.88	$ 100.38	$ 90.96	$ 143.46
Prescription Drug - 3	$ 16.73	$ 35.00	$ 31.92	$ 50.19
Dental - 2	$ 1.35	$ 2.88	$ 2.50	$ 4.04
Vision - 1	$ 0.58	$ 1.25	$ 1.06	$ 1.73
Short Term Disability - 50%	$ 2.13	$ 2.13	$ 2.13	$ 2.13
TOTAL PRICE	$ 68.67	$ 141.65	$ 128.58	$ 201.56
CREDITS				
Flex Credits	$ 65.87	$ 137.69	$ 124.04	$ 195.87
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 69.71	$ 141.54	$ 127.88	$ 199.71
Total (Refund)/Cost Per Week	$ (1.04)	$ 0.12	$ 0.69	$ 1.85

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 54.81	$ 115.00	$ 104.23	$ 164.42
Prescription Drug - 3	$ 16.73	$ 35.00	$ 31.92	$ 50.19
Dental - 2	$ 1.35	$ 2.88	$ 2.50	$ 4.04
Vision - 1	$ 0.58	$ 1.25	$ 1.06	$ 1.73
Short Term Disability - 50%	$ 2.13	$ 2.13	$ 2.13	$ 2.13
TOTAL PRICE	$ 75.60	$ 156.27	$ 141.85	$ 222.52
CREDITS				
Flex Credits	$ 65.87	$ 137.69	$ 124.04	$ 195.87
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 69.71	$ 141.54	$ 127.88	$ 199.71
Total Cost Per Week	$ 5.88	$ 14.73	$ 13.96	$ 22.81

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 62.50	$ 131.15	$ 118.85	$ 187.50
Prescription Drug - 3	$ 16.73	$ 35.00	$ 31.92	$ 50.19
Dental - 2	$ 1.35	$ 2.88	$ 2.50	$ 4.04
Vision - 1	$ 0.58	$ 1.25	$ 1.06	$ 1.73
Short Term Disability - 50%	$ 2.13	$ 2.13	$ 2.13	$ 2.13
TOTAL PRICE	$ 83.29	$ 172.42	$ 156.46	$ 245.60
CREDITS				
Flex Credits	$ 65.87	$ 137.69	$ 124.04	$ 195.87
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 69.71	$ 141.54	$ 127.88	$ 199.71
Total Cost Per Week	$ 13.58	$ 30.88	$ 28.58	$ 45.88

Select Benefit Pricing (2007)
Employees HIRED After 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 52.90	$ 110.92	$ 100.52	$ 158.52
Prescription Drug - 3	$ 19.15	$ 40.08	$ 36.56	$ 57.46
Dental - 2	$ 1.90	$ 4.06	$ 3.52	$ 5.69
Vision - 1	$ 0.81	$ 1.77	$ 1.48	$ 2.44
Short Term Disability - 50%	$ 3.00	$ 3.00	$ 3.00	$ 3.00
TOTAL PRICE	$ 77.77	$ 159.83	$ 145.08	$ 227.12
CREDITS				
Flex Credits	$ 72.77	$ 152.12	$ 137.04	$ 216.38
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 76.62	$ 155.96	$ 140.88	$ 220.23
Total Cost Per Week	$ 1.15	$ 3.87	$ 4.19	$ 6.88

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 60.56	$ 127.08	$ 115.17	$ 181.69
Prescription Drug - 3	$ 19.15	$ 40.08	$ 36.56	$ 57.46
Dental - 2	$ 1.90	$ 4.06	$ 3.52	$ 5.69
Vision - 1	$ 0.81	$ 1.77	$ 1.48	$ 2.44
Short Term Disability - 50%	$ 3.00	$ 3.00	$ 3.00	$ 3.00
TOTAL PRICE	$ 85.42	$ 175.98	$ 159.73	$ 250.29
CREDITS				
Flex Credits	$ 72.77	$ 152.12	$ 137.04	$ 216.38
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 76.62	$ 155.96	$ 140.88	$ 220.23
Total Cost Per Week	$ 8.81	$ 20.02	$ 18.85	$ 30.06

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 69.06	$ 144.92	$ 131.33	$ 207.19
Prescription Drug - 3	$ 19.15	$ 40.08	$ 36.56	$ 57.46
Dental - 2	$ 1.90	$ 4.06	$ 3.52	$ 5.69
Vision - 1	$ 0.81	$ 1.77	$ 1.48	$ 2.44
Short Term Disability - 50%	$ 3.00	$ 3.00	$ 3.00	$ 3.00
TOTAL PRICE	$ 93.92	$ 193.83	$ 175.88	$ 275.79
CREDITS				
Flex Credits	$ 72.77	$ 152.12	$ 137.04	$ 216.38
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 76.62	$ 155.96	$ 140.88	$ 220.23
Total Cost Per Week	$ 17.31	$ 37.87	$ 35.00	$ 55.56

Select Benefit Pricing (2008)
Employees HIRED After 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 58.19	$ 122.02	$ 110.58	$ 174.37
Prescription Drug - 3	$ 21.83	$ 45.69	$ 41.67	$ 65.50
Dental - 2	$ 2.46	$ 5.25	$ 4.56	$ 7.37
Vision - 1	$ 1.04	$ 2.29	$ 1.92	$ 3.15
Short Term Disability - 50%	$ 3.88	$ 3.88	$ 3.88	$ 3.88
TOTAL PRICE	$ 87.40	$ 179.13	$ 162.62	$ 254.27
CREDITS				
Flex Credits	$ 80.21	$ 167.69	$ 151.08	$ 238.54
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 84.06	$ 171.54	$ 154.92	$ 242.38
Total Cost Per Week	$ 3.35	$ 7.60	$ 7.69	$ 11.88

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 66.62	$ 139.79	$ 126.69	$ 199.87
Prescription Drug - 3	$ 21.83	$ 45.69	$ 41.67	$ 65.50
Dental - 2	$ 2.46	$ 5.25	$ 4.56	$ 7.37
Vision - 1	$ 1.04	$ 2.29	$ 1.92	$ 3.15
Short Term Disability - 50%	$ 3.88	$ 3.88	$ 3.88	$ 3.88
TOTAL PRICE	$ 95.83	$ 196.90	$ 178.73	$ 279.77
CREDITS				
Flex Credits	$ 80.21	$ 167.69	$ 151.08	$ 238.54
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 84.06	$ 171.54	$ 154.92	$ 242.38
Total Cost Per Week	$ 11.77	$ 25.37	$ 23.81	$ 37.38

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 75.96	$ 159.42	$ 144.46	$ 227.90
Prescription Drug - 3	$ 21.83	$ 45.69	$ 41.67	$ 65.50
Dental - 2	$ 2.46	$ 5.25	$ 4.56	$ 7.37
Vision - 1	$ 1.04	$ 2.29	$ 1.92	$ 3.15
Short Term Disability - 50%	$ 3.88	$ 3.88	$ 3.88	$ 3.88
TOTAL PRICE	$ 105.17	$ 216.54	$ 196.50	$ 307.81
CREDITS				
Flex Credits	$ 80.21	$ 167.69	$ 151.08	$ 238.54
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 84.06	$ 171.54	$ 154.92	$ 242.38
Total Cost Per Week	$ 21.12	$ 45.00	$ 41.58	$ 65.42

Select Benefit Pricing (2009)
Employees HIRED After 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 63.71	$ 133.62	$ 121.08	$ 190.92
Prescription Drug - 3	$ 24.77	$ 51.87	$ 47.31	$ 74.35
Dental - 2	$ 3.02	$ 6.44	$ 5.60	$ 9.04
Vision - 1	$ 1.27	$ 2.81	$ 2.37	$ 3.87
Short Term Disability - 50%	$ 4.77	$ 4.77	$ 4.77	$ 4.77
TOTAL PRICE	$ 97.54	$ 199.50	$ 181.12	$ 282.94
CREDITS				
Flex Credits	$ 88.25	$ 184.50	$ 166.21	$ 262.44
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 92.10	$ 188.35	$ 170.06	$ 266.29
Total Cost Per Week	$ 5.44	$ 11.15	$ 11.06	$ 16.65

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 72.94	$ 153.08	$ 138.73	$ 218.85
Prescription Drug - 3	$ 24.77	$ 51.87	$ 47.31	$ 74.35
Dental - 2	$ 3.02	$ 6.44	$ 5.60	$ 9.04
Vision - 1	$ 1.27	$ 2.81	$ 2.37	$ 3.87
Short Term Disability - 50%	$ 4.77	$ 4.77	$ 4.77	$ 4.77
TOTAL PRICE	$ 106.77	$ 218.96	$ 198.77	$ 310.87
CREDITS				
Flex Credits	$ 88.25	$ 184.50	$ 166.21	$ 262.44
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 92.10	$ 188.35	$ 170.06	$ 266.29
Total Cost Per Week	$ 14.67	$ 30.62	$ 28.71	$ 44.58

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 83.17	$ 174.58	$ 158.19	$ 249.56
Prescription Drug - 3	$ 24.77	$ 51.87	$ 47.31	$ 74.35
Dental - 2	$ 3.02	$ 6.44	$ 5.60	$ 9.04
Vision - 1	$ 1.27	$ 2.81	$ 2.37	$ 3.87
Short Term Disability - 50%	$ 4.77	$ 4.77	$ 4.77	$ 4.77
TOTAL PRICE	$ 117.00	$ 240.46	$ 218.23	$ 341.58
CREDITS				
Flex Credits	$ 88.25	$ 184.50	$ 166.21	$ 262.44
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 92.10	$ 188.35	$ 170.06	$ 266.29
Total Cost Per Week	$ 24.90	$ 52.12	$ 48.17	$ 75.29

Select Benefit Pricing (2010)
Employees HIRED After 6-1-2005

Select Medical - 1

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical - 1	$ 69.44	$ 145.63	$ 131.98	$ 208.12
Prescription Drug - 3	$ 27.98	$ 58.62	$ 53.46	$ 84.02
Dental - 2	$ 3.56	$ 7.58	$ 6.58	$ 10.63
Vision - 1	$ 1.50	$ 3.31	$ 2.79	$ 4.56
Short Term Disability - 50%	$ 5.62	$ 5.62	$ 5.62	$ 5.62
TOTAL PRICE	$ 108.10	$ 220.75	$ 200.42	$ 312.94
CREDITS				
Flex Credits	$ 96.90	$ 202.58	$ 182.50	$ 288.15
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 100.75	$ 206.42	$ 186.35	$ 292.00
Total Cost Per Week	$ 7.35	$ 14.33	$ 14.08	$ 20.94

Select Medical - 3

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 3	$ 79.50	$ 166.85	$ 151.21	$ 238.54
Prescription Drug - 3	$ 27.98	$ 58.62	$ 53.46	$ 84.02
Dental - 2	$ 3.56	$ 7.58	$ 6.58	$ 10.63
Vision - 1	$ 1.50	$ 3.31	$ 2.79	$ 4.56
Short Term Disability - 50%	$ 5.62	$ 5.62	$ 5.62	$ 5.62
TOTAL PRICE	$ 118.15	$ 241.96	$ 219.65	$ 343.37
CREDITS				
Flex Credits	$ 96.90	$ 202.58	$ 182.50	$ 288.15
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 100.75	$ 206.42	$ 186.35	$ 292.00
Total Cost Per Week	$ 17.40	$ 35.54	$ 33.31	$ 51.37

Select Medical - 5

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
PRICE TAGS				
Select Medical 5	$ 90.65	$ 190.29	$ 172.42	$ 272.02
Prescription Drug - 3	$ 27.98	$ 58.62	$ 53.46	$ 84.02
Dental - 2	$ 3.56	$ 7.58	$ 6.58	$ 10.63
Vision - 1	$ 1.50	$ 3.31	$ 2.79	$ 4.56
Short Term Disability - 50%	$ 5.62	$ 5.62	$ 5.62	$ 5.62
TOTAL PRICE	$ 129.31	$ 265.40	$ 240.87	$ 376.85
CREDITS				
Flex Credits	$ 96.90	$ 202.58	$ 182.50	$ 288.15
Health Lifestyle Credits	$ 3.85	$ 3.85	$ 3.85	$ 3.85
TOTAL CREDITS	$ 100.75	$ 206.42	$ 186.35	$ 292.00
Total Cost Per Week	$ 28.56	$ 58.98	$ 54.52	$ 84.85

WAGES

88. The classification and rates of pay as shown in Exhibit "A" shall become effective June 1, 2005, and shall be in effect as written through May 31, 2010. Employees hired after January 1, 2002, will begin at E rate and receive add to base increases as follows:

D Rate (1500 Hours) = $0.50 Increase
C Rate (3000 Hours) = $0.75 Increase
B Rate (4500 Hours) = $1.00 Increase
A Rate (6000 Hours) = $1.75 Increase

(with the exception of the Skilled Trades classifications of Electrician, Millwright, and Tool & Die Maker).

Employees who are newly hired during the term of this agreement may transfer to another classification after reaching six (6) months seniority. Upon transfer, they will be placed in the same relative position in range in the new classification and continue advancement toward the "A" rate per the negotiated procedure.

The Company retains the right at any time, upon thirty (30) days notice to the Union, to enter into new negotiations relative to a contract, classifications, and rates of pay for industrial type work.

Additional increases shall be added to the classification in Exhibit "A" effective as follows:

WAGE INCREASES:

6/1/2005	$.60	
6/1/2006	$.40	Plus $1200 Lump Sum paid to those Active on 6/1/06
6/1/2007	$.50	
6/1/2008	$.50	
6/1/2009	$.50	

CALL-IN PAY AND REPORT-IN PAY

89. Any employee called to work (or permitted to come to work without having been properly notified that there will be no work) shall receive in such instances a minimum of four (4) hours pay, except in case of labor disputes or other conditions beyond the control of local Management (such as any act of God, fire, flood, storm or power failure). In any instance of power failure within a plant, any employee called to work (or permitted to come to work without having been properly notified that

there will be no work), shall receive in such instance a minimum of four (4) hours pay. However, if offered four (4) hours employment reasonably within his capacity to perform, he shall perform such work or forfeit call-in pay. It will be necessary for an employee to secure a time slip provided for this purpose from his supervisor before leaving the plant.

An employee reporting to work on Saturday or Sunday, as the case may be, and there is no work shall receive four (4) hours straight time pay.

If the employee starts to work, he will receive the hours he works at time and one-half or double time, as the case may be, for the hours he works and the balance of his four (4) hours shall be at straight time.

Any employee who leaves work and is later called back to work or was previously scheduled to return to work for an abbreviated period (less than four (4) hours) shall receive the same appropriate overtime pay for the hours worked and straight time for unworked hours for the balance of four (4) hours. It is agreed, however, that employees in the Maintenance Skilled Trades who are called in for emergency repairs shall be paid their overtime earnings for the hours worked or four (4) hours at straight time, whichever is greater.

Where notification by telephone is impossible, the Company shall have discharged its obligation to notify the employees and shall not be liable for call-in pay if it causes an announcement to be read over WCXT, WGHN, WKBZ-FM, WEFG, WKLA, WLCS, WMUS, WSNX, WMHG two (2) hours before the shift begins where possible; in no event, less than one (1) hour.

REST AND CLEAN-UP PERIODS

90. Employees will be allowed a three (3) minute period immediately before the lunch period and a three (3) minute period immediately before the end of their shift for the purpose of personal cleaning and preparation to leave. They shall not line up at the time clock before the final buzzer.

91. Employees will be allowed a ten (10) minute rest period during the first four (4) hours of their shift and a fourteen (14) minute lunch/rest period during the last four (4) hours of their shift. Employees will not leave their work station before the rest period buzzer sounds and must be at their work station when the buzzer sounds ending said period.

Any changes from the existing rest/lunch periods for each plant which have been agreed to by the parties during negotiations shall be by agreement between the Company and the Shop Committee. (See following Statement of Intent)

Original Dated 6/1/85
To C. Maddox and E. Fisher From W. Roof
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 91 - BREAK TIMES

This letter is to confirm the agreement reached with the Union that the existing break times in the Company's plants located in Muskegon County, Michigan, are as follows:

Break Times	Whitehall Casting	Plant # 4	Plant # 5	Operhall Research Center
1st Shift	9:20 – 9:30 9:30 – 9:40 9:40 – 9:50 12:00 – 12:14 12:15 – 12:29 12:30 – 12:44	9:30 – 9:40 9:50 – 10:00 12:00 – 12:14 12:15 – 12:29	9:30 – 9:40 12:16 – 12:30	9:20 – 9:30 9:30 – 9:40 12:00 – 12:14 12:15 – 12:29
2nd Shift	5:20 - 5:30 5:30 - 5:40 5:40 - 5:50 8:00 - 8:14 8:15 - 8:29 8:30 - 8:44	5:30 - 5:40 5:50 - 6:00 7:46 - 8:00 8:15 - 8:29	5:30 - 5:40 8:16 - 8:30	5:20 - 5:30 5:30 - 5:40 7:46 - 8:00 8:00 - 8:14
3rd Shift	1:20 - 1:30 1:30 - 1:40 1:40 - 1:50 4:00 - 4:14 4:15 - 4:29 4:30 - 4:44	1:30 - 1:40 2:00 - 2:10 4:00 - 4:14 4:15 - 4:29	1:30 - 1:40 4:15 - 4:29	1:20 - 1:30 1:30 - 1:40 4:00 - 4:14 4:15 - 4:29

GENERAL

92. Each January, the Company will furnish the Union with a list of supervisors and technicians serving in a supervisory capacity. These supervisors shall be divided into two (2) groups, working and non-working supervisors. Any additions to the list of working supervisors must be negotiated with the Union. The departments and the number of working supervisors who have been mutually agreed upon are as follows:

Die Room - 1

The supervisor is Dave Cardinal. When he ceases to be a working supervisor in the Tool & Die Room in Plant 3, he will be replaced by a non-working supervisor.

A. Non-working supervisors shall not perform any work of the type ordinarily done by hourly rated employees, except:

1) To instruct or train employees,

2) In emergencies when regular employees are not available,

3) Experimental work. (Experimental work will be explained to the Steward, if requested.)

B. The working supervisor shall continue to work with the employees he supervises. However, no working supervisor shall do work of the type ordinarily done by hourly rated employees unless at least one (1) hourly rated employee working under his supervision is present also, or unless all of the hourly rated employees working under his supervision have declined work.

93. A. Whenever gloves, tape, etc., are required because of the type of work, they will be furnished by the Company to the employees without cost. The supervisor shall make the first determination of such requirements. All personnel will be instructed in the proper use of any necessary or required safety equipment.

The Company will have the mandatory side shields available for employees at no cost. These side shields will be kept in the Stores area in each plant.

B. Tool Allowance (Skilled Trades).

The Company will advance funds required for purchase of tools and arrange payments thru payroll deduction. The Company will replace at no cost to employee tools damaged or worn out while working on the job.

94. The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

95. The Company shall provide reasonable protective devices and equipment as may be mandatory by State and Federal requirements to protect the employees from injury and sickness at no cost to the employees.

96. The Company shall maintain an adequate First Aid Department.

97. Any employee sent by the First Aid Department to a doctor outside the plant because of occupational injury or occupational disease suffered in the course of his employment on any day shall, if he is unable to report

back to work the same day, be paid at his regular rate for the remainder of that day; but if the employee is able to report back for work the same day (and the doctor's advice on this point shall be final if a dispute arises), then the employee shall be paid only for working time lost between the time he left the plant and the time he should have returned to the plant. (See following Statement of Intent)

Original Dated 4/7/75
To V. Scott and E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 97 - OCCUPATIONAL INJURY/ DISEASE

During the recent negotiations, the parties discussed the interpretation of Paragraph 97 of the Agreement.

The question in particular concerned the interpretation of the language "...regular rate of pay...".

It was agreed that in the future the language "regular rate of pay" would be interpreted to mean the rate of pay applicable on the date of the incident, which would include premium pay if a Saturday or Sunday. Further, it was understood that such compensation would not be made for any hours beyond the regular eight (8) hour work day.

98. SUBCONTRACTING

Original Dated 6/26/78
To J. Jackson and E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
SUBCONTRACTING

During the negotiations leading to the June 1, 1991, collective bargaining agreement, your Union raised the question of subcontracting and the use of outside contractors. This letter, summarizing the Company policy on this subject, shall remain in effect for the term of the June 1, 1997, collective bargaining agreement.

At the onset, it should be recognized that ever since our Muskegon County plants opened many years ago, the Company has subcontracted certain work, and this practice will likely continue. Aside from this, however, whenever the Company utilizes outside contractors or otherwise subcontracts work ordinarily and customarily performed by members of your bargaining unit, it will do so only for legitimate business reasons, including, for example, reasons of efficiency, space,

lack of equipment, materials or skills to perform the needed work in a timely and cost-efficient manner.

The Company agrees to provide the Union with written notice as far in advance as possible, but no less than five (5) days, of its intent to subcontract work normally performed by the Maintenance-Skilled Trades classifications which identifies the reason(s) for such decision. The only exception occurring in emergency situations. This notice will be signed by either the Plant Engineer or Maintenance Supervisor.

Furthermore, the Company (Plant Manager, Plant Engineering Manager or those responsible for any subcontracting) and the Union Shop Committee will meet every sixty (60) days to discuss any and all concerns and problems that relate to subcontracting. It is understood, however, that the Company's decision on those matters shall be final and not subject to the Grievance Procedure unless the Company violates an express provision of our Collective Bargaining Agreement. The above applies only if there are no Skilled Trades people laid off who are capable of performing the work.

When Bargaining Unit employees other than skilled trades are on layoff, the Company will review any outsourcing then taking place and will make every effort to in-source that work where it is economically feasible and practical to do so.

99. It is agreed and understood that no representatives of the Company, the committeeman or stewards shall have authority to alter or change any of the provisions of this contract.

100. The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, color, sex, National Origin, handicap, or age.

101. Pay day each week shall be Thursday. Paychecks will be delivered via the U.S. mail to the address on file. If an employee chooses direct deposit, the payroll advice will be mailed to the address on file and the funds electronically transferred to the accounts directed by the employee.

Electronically transferred funds will be available for withdrawal at 12:01 AM on Thursday of each week. Payroll checks will be mailed from the Alcoa processing center on Tuesday of each week, unless conditions arise which make it necessary for the Company to pay at some other time, in which case the shop committee will be advised.

102. The Company may determine that it is in the best interests of its operations to establish new job classifications or to change the job content of existing classifications or to establish one or more new classifications by transferring duties from existing classifications. The Company, however, will not take such actions until they have met with

the Union to discuss the rationale for such changes and receive concurrence from the Union regarding such changes. The right of the Union to promptly negotiate wage rates for new job classifications and for job classifications in which the content is changed is recognized.

Any grievance arising out of the above paragraph not settled after Step 3 of the Grievance Procedure, the following shall apply: The Union shall have a right to strike after a (10) working day notice to the Company of its intent to strike and such strike notice has been authorized by the International Union (UAW).

Before filing the notice of intent to strike, the Union shall call in a job evaluation expert from the UAW Engineering Department, who shall receive sufficient data from the Company and the Union to examine the classification or classifications in dispute. The Union expert shall issue a written report of his findings as soon as possible, but in any event within thirty (30) calendar days after examining the classification or classifications.

Each party shall notify the other of acceptance or rejection of the Engineer's findings within ten (10) working days after the Company's receipt of said report. Failure of either party to respond within the ten (10) working day period shall constitute acceptance of the report.

If the Company and the Union accept the report of the Union expert, the Union shall have no right to strike. If either the Company or the Union rejects said results, the Union may strike after first having submitted the ten (10) working day notice to the Company of intent to strike as provided for in this paragraph. If the Union does not strike within sixty (60) working days of the Company's receipt of the Union expert's report, it shall have no right to strike.

The Union shall have no right to strike in any event until such strike is authorized by the International Union UAW in accordance with the Union's Constitution and By-Laws.

The time limits herein set forth may be extended by mutual agreement of the Company and the Bargaining Committee in writing.

If the Union strikes, the strike must take the form of a general strike of all employees in the bargaining unit. During the discussions to settle the strike, nothing except the rate grievance or grievances in issue shall be discussed and the strike settlement shall involve no matters except a settlement of the rate grievance or grievances in dispute.

103. The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in, or slow-down in any plant of the Company or any curtailment of work or restriction of production or interference with the operations of the Company.

104. The Union will not cause or permit its members to cause, nor will any member of the Union take part in, any strike of any of the Company's operations or picketing of any of the Company's plants or premises, except with respect to disputes which are to be referred to the procedure provided for in Paragraph 79 and 102, and then only after such procedure has been exhausted.

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

105. A. Picket Line Clause.

It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if an employee classified in Receiving refuses to enter upon the property of any other company involved in a primary labor dispute with the UAW, one of its Local Unions, or any other recognized trade union at which a lawful primary picket line has been placed.

B. As an exception to Paragraph 105, the Union may strike by complying strictly with the following procedure:

1. This exception applies only to a situation where the Company establishes one or more new classifications by transferring duties from an existing classification and where the rate of pay of one of the newly established classifications is lower than the rate of pay of said existing classifications.

2. A grievance under this paragraph must be filed in writing at Step 3 of the Grievance Procedure within ten (10) work days from the date of establishment of the new classification. The Step 3 meeting shall be held within not to exceed three (3) work days following the date the grievance is filed. The Company will give its Step 3 answer in writing within not to exceed three (3) work days from the date of the Step 3 meeting.

3. If the Company's answer to the Step 3 grievance is not satisfactory to the Union, the Union may, within ten (10) work days, file a written notice with the Company of its intent to strike or its appeal to arbitration. If no written notice is submitted to the Company, the grievance shall be deemed to be settled on the basis of the Company's Step 3 answer. If the Union submits an appeal to arbitration, the arbitration procedure of this Agreement shall apply and there shall be no right to strike.

4. After filing the notice of intent to strike, but before striking, the Union shall call in a job evaluation expert from the UAW Engineering Department who shall receive sufficient data from the Company and the Union to examine the classification or classifications in dispute. The Union expert shall issue a written report of his findings within fifteen (15) work days after examining the classification or classifications.

5. If the Company and the Union accept the report of the Union expert, the Union shall have no right to strike. If either the Company or the Union rejects said results, the Union may strike within seven (7) calendar days after the rejection has been submitted to the opposite party. If the Union does not strike within thirty (30) calendar days, it shall have no right to strike.

6. The Union shall have no right to strike in any event until such strike is authorized by the International Union UAW in accordance with the Union's Constitution and By-Laws.

7. The time limits herein set forth may be extended by mutual agreement of the Company and the Bargaining Committee in writing.

8. If the Union strikes, the strike must take the form of a general strike of all employees in the bargaining unit. During the discussions to settle the strike, nothing except the rate grievance in issue shall be discussed and the strike settlement shall involve no matters except a settlement of the rate grievance in dispute.

106. The Company will not lock out any employees except with respect to disputes which are to be referred to the procedure provided for in Paragraph 79 and 102, and then only after such procedure has been exhausted.

The Company agrees that if they move or expand any one of its plants or divisions covered by this Agreement to a new location in this Muskegon County or counties adjoining Muskegon County, Michigan, this contract shall continue to apply to such plants or divisions.

BEREAVEMENT PAY

107. When death occurs in an employee's immediate family, (i.e. spouse, parent or step-parent, parent or step-parent of current spouse, grandparent, grandparent of current spouse, child, brother, sister, step-child, step-sister, step-brother, half-sister, half-brother, and grandchild),

the employee on request, will be excused for any three (3) consecutive normally scheduled working days within the first five (5) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death, provided he attends the funeral.

In the event the funeral is not held in the State of Michigan or the body of a member of the employee's immediate family is not buried in Continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, or the body is cremated, the requirement that the employee attend the funeral will be waived.

An employee excused from work under the above paragraph shall receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused (excluding Saturdays, Sundays and holidays, or in the case of employees working in necessary continuous seven-day operations, the sixth (6th) and seventh (7th) work days of the employee's scheduled working week and holidays). (See following Statement of Intent)

Original Dated 7/6/78
To E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PARAGRAPH 107 - BEREAVEMENT

If an employee is notified at work on the day following the death of a member of the employee's immediate family, the employee will be given the option of considering the day of notification as the date of death should he or she so desire. In this way, the employee could complete the day of work, if desired, and would then be excused for three (3) consecutive normally scheduled work days within the next five (5) working days as provided for in Paragraph 107 of the Agreement. Should the employee wish to go home at the time of notification, the employee will be excused from work for the remainder of that day, and will then be excused and compensated for three (3) normally scheduled work days as provided for in Paragraph 107 of the Agreement.

SHORT-TERM MILITARY DUTY

108. An employee with one (1) year or more of continuous service who is required to report for Reserve training duty will, if the training duty requires his absence from work for five (5) or more consecutive working days, receive the difference between the amount of base pay (including extra pay such as for flying or sea duty) received from the government and the amount of wages the employee would have earned by working

during straight time hours for the Company on such scheduled days of work for which he is excused (excluding shift premium) for up to a total of two (2) weeks, ten (10) working days in a calendar year.

In order to receive payment, an employee must show his Orders to Report to his Supervisor in advance of his reporting date and must furnish satisfactory evidence as to the amount of his military training pay.

PENSION

109. Reference is hereby made to the Pension Agreement and Plan dated December 1, 1955, and amended in the contracts between the parties dated October 1, 1958; November 19, 1959; February 12, 1962; February 28, 1963; February 11, 1966; March 31, 1969; March 31, 1972; April 1, 1975; June 26, 1978; June 1, 1981; June 1, 1985; June 1, 1988; June 1, 1991; June 1, 1994; June 1, 1997; January 1, 1999; and June 1, 2005.

This will confirm our understanding that said Pension Agreement and Plan, as amended and restated as of the date hereof, is accepted and extended to June 1, 2010.

JURY DUTY

110. An employee with 61 days or more seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury fee paid by the court (excluding travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company.

The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, the employee must give the Company prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

Pension and vacation credits will be given employees on jury duty. In addition, insurance, and hospital-surgical-medical premiums will be paid by the Company as well as holiday pay if a holiday occurs while an employee is on jury duty.

An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits or fringe benefits listed above.

WAIVER

111. The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. Notwithstanding the above, this contract may be amended at any time by mutual consent of the parties.

REPORTS

112. Within thirty (30) days after the ratification of this Agreement, and every twelve (12) months thereafter, during the term of this Agreement, the Company shall give to the Local Union President the names of all employees covered by this Agreement, together with their addresses as they then appear on the records of the Company. The Company will also provide to the Local Union President the names and addresses of all retirees. In addition to the above, as soon as they become available, the Company will provide copies of all reports required to be furnished to the Union under the Pension Plan. The Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information. The Company will provide the Union with two (2) copies of each of the above-noted reports or documents. In addition to the above, the following information will also be submitted by the Company to the Union.

1. List of Work Leaders, all plants by classification (annually or upon request).

2. List of medical placements by classification (annually or upon request).

3. Copies of all bulletin board notices initiated by the Human Resources Department which apply to bargaining unit employees. The copy to be provided at the time of posting.

113. SAFETY GLASSES

Original Dated 4/1/75
To V. Scott and E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
PRESCRIPTION SAFETY GLASSES

This is to confirm the Company's current practice regarding partial payment for prescription safety glasses. It has been the Company's practice to pay 50% of the cost of prescription safety glasses purchased through the Company's First Aid Department.

The Company's contribution covers 50% of the cost of approved lenses and frame. The Company's contribution is available every other year, or immediately upon prescription change or specific work-related incident damage.

The employee is fully responsible for the cost of the eye examination.

SAFETY SHOES

114. The Company will provide an annual credit toward the cost of company approved safety shoes with metatarsal guards. The remainder of the cost for these shoes will be the responsibility of the employee. All other issues are addressed in the Safety Shoe Policy.

Shoe Credit		
January 2006	-	$80
January 2007	-	$80
January 2008	-	$85
January 2009	-	$85
January 2010	-	$85

115. SKILLED TRADES

Original Dated 6/1/94
To R. Miszewski From M. Malady
June 1, 2005

STATEMENT OF INTENT REGARDING CLARIFICATION
OF SKILLED TRADES RESPONSIBILITIES IN PLANT 8

The purpose of this letter is to clarify the responsibilities of Skilled Trades personnel in Plant 8.

- Local 1243 Skilled Trades employees have the responsibility of repairing and/or replacing all existing equipment in the Research Center. For example, replacing a motor or seal on Furnace 8A is clearly a maintenance responsibility and will be handled by Local 1243 personnel. Adding, removing, and relocating equipment to the facility proper (including Safe Building) are also maintenance tasks.

- Fabricating, assembling and wiring of new equipment within Plant 8 will continue to be done by outside contractors. An example would be the fabrication and development of a new furnace or robotic system, including temporary hook ups for the construction process.

- In the case of mixed responsibility, such as the removal from service of an existing piece of equipment or part of an existing piece of equipment for its modification for future test, the responsibility would be divided as follows:

  - Removal from service for modification and reinstallation after modification are maintenance responsibilities.

  - Modifications in place that do not involve a design change and minor modifications that do involve a design change will be a maintenance responsibility.

- Representatives from Management and the Union Shop Committee agree to meet at the request of either party to discuss the work content of other modifications as well as any other subjects related to Skilled Trades in Plant 8.

The division of responsibilities outlined above will be reiterated to management at the Research Center. This letter does not alter the Statement of Intent regarding subcontracting in the Working Agreement.

Original Dated 6/1/97
To R. Miszewski From A. Heisser
June 1, 2005

STATEMENT OF INTENT REGARDING
PLANT 8 - TOOL ROOM

During the 1997 negotiations, the parties discussed the work performed in the tool room in Plant 8 (HRC).

It is the understanding of the parties that the tool room will continue to be operated in its current fashion until the time of the retirement of Carrol McCarty. It is the current intention of the Company to close the Plant 8 tool room (HRC) at that time and move its work to sources deemed appropriate. The Company will meet with the Union to discuss the dispensation of the work being sourced at the time of the closing and the feasibility of any of that work being placed in existing tool rooms in the Whitehall Operations.

Original Dated 6/1/97
To R. Miszewski From A. Heisser
June 1, 2005

SKILLED TRADES TRAINING AND
PRODUCTION EMPLOYEE USER ROUTINE MAINTENANCE WORK

During our 1994 negotiations, we had discussions related to Skilled Trades activities. Specifically, these discussions related to Skilled Trades training and to having production employees perform "user" routine maintenance work. We agreed to the following items:

The Company will provide a variety of training programs for employees in the Skilled Trades. The first phase of these programs has been identified and will be implemented during the third quarter of 1994. With the formation of Howmet Specialty Products, as much training as possible will be done centrally in Whitehall.

Production employees can perform "user" routine maintenance work. Examples of "user" routine maintenance work include changing o-rings (i.e., on auto-clave vessel), changing light bulbs, and tightening hose clamps. Specific items (like those referenced above) currently performed by maintenance that could be performed by production employees will be identified and agreed upon by Management and the Shop Committees on a plant-by-plant basis.

Original Dated 6/1/97
To R. Miszewski From A. Heisser
June 1, 2005

STATEMENT OF INTENT REGARDING
SKILLED TRADES LEVEL QUALIFICATIONS

The Company has developed "Level II" qualifications and testing for the Skilled Trades. Obtaining Level II provides an increase to the base wage as follows:

Electrician – Level II

- Level II provides an increase to the current contract's scheduled wage for Electrician of $1.00 per hour effective 6/1/05.
- Level II also provides an additional increase to the current contract's scheduled wage for Electrician of $.50 per hour effective 6/1/08.
- This will make the total Level II increase $1.50 per hour after 6/1/08.

Tool & Die – Level II

- Level II provides an increase to the current contract's scheduled wage for Tool & Die of $1.00 per hour effective 6/1/05.
- Level II also provides an additional increase to the current contract's scheduled wage for Tool & Die of $.50 per hour effective 6/1/08.
- This will make the total Level II increase $1.50 per hour after 6/1/08.

Millwright – Level II

- Level II provides an increase to the current contract's scheduled wage for Millwright of $.75 per hour effective 6/1/05.
- Level II also provides an additional increase to the current contract's scheduled wage for Millwright of $.25 per hour effective 6/1/08.
- This will make the total Level II increase $1.00 per hour after 6/1/08.

Each trade will have established skills and qualifications that are required to be considered a Level II.

The opportunity to fulfill on-the-job hour requirements will occur within twelve (12) months of the journeyman's request to the Company to obtain Level II status.

Testing for Level II will be set-up by the Company and representatives from the Skilled Trades. Journeymen will be allowed to retest once within three (3) months if they should fail the initial test.

The Company will pay for all schooling and books under the tuition reimbursement program.

WORKFORCE FLEXIBILITY

116. VOLUNTARY WORKFORCE FLEXIBILITY

This letter is to confirm the understanding reached during the 2005 labor contract negotiations. We have agreed to the following:

The Company will post each May, for two weeks, information on Voluntary Workforce Flexibility and have available Flexibility Sign Up Forms for employees in all operations covered by the Collective Bargaining Agreement. Signing up at the time of the posting will mandate "flexing" upon request for twelve (12) months or completion of the sign up period, whichever comes first.

- The Company will temporarily transfer production employees within their home plant to meet workflow requirements and eliminate bottlenecks as they occur.

- All employees who sign the posting will receive forty cents ($.40) per hour increase to their current classification rate of pay.

- Flexibility provisions for plants with less than 300 employees, requires a minimum sign up of 10 employees per shift. When plant minimum sign ups are not met, low plant seniority per shift will be automatically assigned.

- Flexibility provisions for plants with more than 300 employees, requires a minimum sign up of 10 percent per shift. When plant minimum sign ups are not met, low plant seniority per shift will be automatically assigned.

- If automatic assignments are required, low plant seniority by shift not signed up for flex as of June 1 each year, will be automatically assigned to the flex list. Quarterly adjustments will be made based on employment levels and flex participation levels.

- Employees will not be "flexed" to areas where they are physically unable to perform the work.

- Skilled Trades employees will be required to move Whitehall-wide, but Skilled Trades employees will not be required to cross trades. Skilled trades employees will not be charged for out of plant overtime.

- New hires are eligible to sign up for workforce flexibility beginning the sixty-first (61st) day of employment.

- This will apply to overtime work after it has been offered to all employees currently in the classification, per the Overtime Rules. Any non skilled employee working overtime under this agreement will be charged on their home roster.

- Any issues arising will be resolved by the Company and Union Leadership.

DURATION OF AGREEMENT

117. The Agreement shall remain in force until 12:01 A.M., June 1, 2010, and thereafter for successive periods of sixty (60) days unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

EXHIBIT 'A' CLASSIFICATION AND WAGE SCHEDULE
Effective May 30, 2005 (ratified 06/08/2005)

Applies to all Employees

CLASSIFICATION	'E' Hire	'D' 1500 Hrs	'C' 3000 Hrs	'B' 4500 Hrs	'A' 6000 Hrs
Braze Classification	13.70	14.20	14.95	15.95	17.70
Caster Helper (HTC)	13.67	14.17	14.92	15.92	17.67
Caster Helper (HWC)	13.62	14.12	14.87	15.87	17.62
Ceramic Operator	13.52	14.02	14.77	15.77	17.52
Custodian	13.13	13.63	14.38	15.38	17.13
Cutoff/Cleaning (HTC)	13.75	14.25	15.00	16.00	17.75
CVD Operator	14.20	14.70	15.45	16.45	18.20
Electrician I			19.00	19.10	19.40
Electrician II					20.40
Final Finish Team Oper.	13.91	14.41	15.16	16.16	17.91
Furnace Operator	14.10	14.60	15.35	16.35	18.10
General Helper	13.17	13.67	14.42	15.42	17.17
H.I.P. Helper	13.53	14.03	14.78	15.78	17.53
Heat Treat	13.55	14.05	14.80	15.80	17.55
Heat Treat (HTC)	13.70	14.20	14.95	15.95	17.70
Ingot Operator	13.91	14.41	15.16	16.16	17.91
Inspection/Shipping (HTC)	13.44	13.94	14.69	15.69	17.44
Metal Control (HAW)	13.82	14.32	15.07	16.07	17.82
Metal Control	13.37	13.87	14.62	15.62	17.37
Millwright I			19.00	19.10	19.40
Millwright II					20.15
Monoshell Operator	13.37	13.87	14.62	15.62	17.37
Powder Metal	13.70	14.20	14.95	15.95	17.70
Prefinish I	13.77	14.27	15.02	16.02	17.77
Prefinish II	13.67	14.17	14.92	15.92	17.67
Receiving	13.47	13.97	14.72	15.72	17.47
Receiving (Plant 10)	13.57	14.07	14.82	15.82	17.57
Salt Bath	13.52	14.02	14.77	15.77	17.52
Shipping Clerk	13.14	13.64	14.39	15.39	17.14
Sprue Grind/Core Clean (HTC)	13.48	13.98	14.73	15.73	17.48
Storeroom Attendant	13.27	13.77	14.52	15.52	17.27
Straightener (HTC)	13.37	13.87	14.62	15.62	17.37
Thermatech Classification	13.70	14.20	14.95	15.95	17.70
Ti-Cast Machining (HTC)	14.20	14.70	15.45	16.45	18.20
Tool & Die Maker I			19.65	19.80	20.00
Tool & Die Maker II					21.00
Truck Drv. Hlpr. (Hi-Lo) (HTC)	13.18	13.68	14.43	15.43	17.18
Turbo Charge Cell Opr	13.91	14.41	15.16	16.16	17.91
Wax Manufacturing Opr	13.48	13.98	14.73	15.73	17.48
Wax Team Operator	13.54	14.04	14.79	15.79	17.54
Welder (Heli-Arc) (HTC)	13.97	14.47	15.22	16.22	17.97
Welder (HAW)	14.22	14.72	15.47	16.47	18.22

Note: The above Classification and Wage Schedule shall prevail on a measured day work system based on a normal work pace.

SUPPLEMENTAL AGREEMENT
LABOR/MANAGEMENT
WORKING TOGETHER

The parties have established a new relationship based on cooperation and a goal of beating our competition. Our efforts will be to resolve all problems and situations, as they occur, that would cause mistrust and an adversary climate. With the 1991 negotiations, we entered a new era and this new, progressive language represents the attitudes of all parties. It is recognized that the existing agreement still continues to serve us well, but through this joint statement, we are demonstrating our desire to become partners for the purpose of beating our competition and thus providing the level of respect, living standards and security for our employees that they deserve.

We will continue our problem resolution efforts through the period of this agreement and will jointly educate and encourage all employees of the company toward achievement of our mutual objectives which include the transformation of our workplace from one based on individual activity to one which endorses and sponsors the team concept. We will foster the creation of cross-functional work teams to the fullest extent practical. Four key principles will constitute the framework upon which all of our actions will be based:

- Mutual Trust and Respect
- Fair and Equitable Treatment
- Teamwork
- Employee Involvement

We will work together to demonstrate our commitment to the joint vision beginning with such efforts as joint training and education for all employees (union and non-union) as an important first step.

Our hope is that our behavior as leaders of Labor and Management will help to eliminate long-standing feelings of mistrust and lead to less restrictive contractual language and practices.

CROSS-FUNCTIONAL WORK TEAMS

In regard to the language contained in the 'Working Together' statement which reads, "...We will foster the creation of cross-functional work teams to the fullest extent practical," the Company will negotiate pay for knowledge and flexibility for said cross-functional work teams. These negotiations will occur following development of a mutually agreed upon plan for the formation of such teams.

Original Dated 6/1/97

June 1, 2005

SUPPLEMENTAL AGREEMENT
NEW EMPLOYEE ORIENTATION

A reasonable period of time will be set aside during the new hire orientation process conducted by the Human Resources Department for a Union representative or representatives appointed by the President of Local 1243, UAW to address the newly hired employee(s). The orientation session will take place in conjunction with the Human Resources Department orientation prior to the new hires actually beginning their employment. The meeting place will be either the Human Resources Department or another location designated by Human Resources for this purpose.

Original Dated 6/1/88

June 1, 2005

SUPPLEMENTAL AGREEMENT
JOINT LABOR-MANAGEMENT HEALTH AND SAFETY COMMITTEE

There will be a joint Labor-Management Health and Safety Committee in each plant. The President of Local 1243, UAW will appoint a Union Representative to represent his/her plant on this committee.

This committee will meet at least once each month at a mutually agreeable time and place to review health and safety conditions within the plant and make such recommendations in this regard as they deem necessary or desirable.

Make a health and safety inspection once a month.

Accompany Federal and State OSHA Governmental Health and Safety inspectors and International Union Health and Safety professionals on plant inspection tours. Also, accompany Health and Safety professionals on regular surveys at the plant and surveys requested by the Union and upon request receive results of such surveys. Advanced approval will be made to permit participation in such surveys.

Review lost time accidents, other major accidents, and also review plant safety reports on such accidents and make any necessary or desirable recommendations.

Receive a copy of the plant's report on OSHA "Summary of Occupational Injuries and Illnesses" and facilities total man-hours worked and the incidence rate for the comparable period.

Be advised of breathing zone air sample results and known harmful physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, the Local Committee shall be informed in writing of such exposure and the corrective action to be taken.

Original Dated 6/1/88

June 1, 2005

SUPPLEMENTAL AGREEMENT
WELDER HELI-ARC CLASSIFICATION
TI-CAST, PLANT NO. 5

The following defines the Company's position regarding Welder Heli-Arc Classification with respect to the Ti-Cast, Plant No. 5. It must be understood that in the case of this particular classification, qualification and certification are one and the same.

The welding test that employees of this classification are required to pass to become both qualified and certified is customer defined and is referred to as the "through going hole, edge build, and slot test". In addition to successful completion of this test to initially qualify in the classification, employees actively working in this classification will be required to demonstrate proficiency in the classification and retain certification by retesting on a frequency of every six (6) months as dictated by customer requirements.

I. Selection

All seniority employees are eligible to participate and, if interested, should complete a Transfer Request form. As personnel are required, participants will be selected from the transfer file on the basis of seniority.

An employee selected will be provided a maximum of three (3) days of supervised training and practice under a program to be provided by the Company. Following this period, he will be given an unofficial test and evaluation. The result of this test will be discussed with the employee and areas of deficiency defined along with recommended corrective action.

If the employee is deficient in the unofficial test, the employee will be given an additional sixteen (16) hour training concentrating on those areas of deficiency defined in the unofficial test. Those employees found to be proficient in the unofficial test will be given an official test witnessed by a customer representative or his designee. Successful completion of this test will give the employee entry to this classification.

The Company will afford the employee with three (3) unofficial and four (4) official opportunities to successfully complete the test. Failure to

pass the test after four (4) official opportunities will automatically disqualify the employee from the classification.

II. Probationary Period

Following successful completion of the test, the employee will be allowed to actively participate in production activities on a probationary basis for a period of six (6) months. At this time, if he passes the required six (6) month recertification test, he will be considered qualified.

III. Recertification

Per the customer requirement, employees actively employed in this classification will be required to recertify per the standard test at six (6) month intervals.

In the event that the employee fails this test, he will be given the opportunity of a maximum of sixteen (16) hours practice and allowed to re-test. An employee who passes this test may remain in the classification; conversely, such an employee who fails the second test will be removed from the classification.

The same procedure shall apply to an employee who is previously qualified in this classification, but has not actively participated in the classification for six (6) months.

IV. Future Considerations

If, in the future, "Part test(s)" are required of the company by the customer in lieu of the "through going hole, edge build, and slot test", the Company will inform the Union and all employees of the Welder Heli-Arc classification Ti-Cast, Plant No. 5 of such welding test(s), the welding test(s) requirements, the welding test(s) procedures, and the consequences for failing such welding test(s).

Should the qualification requirements for this classification be changed by the customer or Company, the Company will provide additional training to permit recertification/qualification by the employee.

Original Dated 8/1/78
June 1, 2005

SUPPLEMENTAL AGREEMENT
ATTENDANCE PROGRAM

Effective January 1, 2006

The parties agree to the following conditions regarding the Attendance Program:

ATTENDANCE

Mandatory call-in, to the toll free number, no later than regular shift start time (double charge under the Attendance Program for all hours missed when timely notification does not occur).

The Human Resources Department of the Company will maintain records as to the absent hours accumulated by each employee. For each eight (8) hours of absence incurred, employees will be charged with one (1) absence occurrence.

EXCEPTIONS:

1. Vacation/Leaves

2. Short Term Disability

3. Approved FMLA

4. Sent home from First Aid Department or time missed due to industrial injury or accident

5. Sent home due to lack of work – Company designated

6. Inclement weather – Company designated

7. Unusual Circumstances: e.g: Automobile Accident, House Fire, Furnace breakdown during extreme cold weather (1)

8. Jury duty

9. Short-term military duty

10. Personal illness certified by doctors' statement; doctor/dentist appointments, hospital tests, family surgery, for self or immediate family (spouse, child, step-child, foster child, or parent) (2)

11. Official union business (as per Paragraph 53)

12. Bereavement (see Paragraph 107)

13. Summoned or subpoenaed to attend a legal proceeding

14. Attend a funeral (employee must fill out designated form provided and submit within three days of the funeral service) (3)

15. Family legal business (4)

(1) (UC) Limited to sixteen (16) hours per year (January to December). Employee must call within two (2) hours of the start of his shift and must provide proof of circumstances if requested.

(2) (ILL) Maximum of fifty-two (52) hours per year (January to December).

(3) (F) Maximum of twenty-four (24) hours per year (January to December).

(4) (LB) Maximum of sixteen (16) hours per year (January to December).

Any employee who misses time for any reasons eight through fifteen (8-15) and who desires that the time missed not be included in hours accumulated as absence occurrences must present satisfactory evidence to substantiate his claim within three (3) working days of his return to work. If an employee does not present evidence that he was absent for any of these reasons, his time missed will be counted as an absence occurrence. Any absence for reasons one through seven (1–7) does not require satisfactory evidence to substantiate the claim, (with the exception of Short Term disability) unless the Company can show proof of falsification of such claim.

Those employees who have exhausted their approved Short Term disability benefits and continue to provide satisfactory evidence to substantiate their medical disability will be excused under the Attendance Policy for up to sixty (60) months from the beginning of their disability.

All available "buckets" will be reset to the max on January 1, of each year.

EARNED CREDITS

Any employee whose attendance points fall under the cap on January 1, or during the calendar year, may improve their absentee record through improved attendance. For each calendar month of perfect attendance, an employee will be given one (1) credit. These credits will accumulate toward a maximum amount of twenty (20) each year.

The Company will establish a cash incentive award program with a minimum annual payout of $200.00, for those employees with four (4) or less occurrences (excluding those included in perfect attendance definition, seen below).

Perfect attendance is defined as a month where an employee works a minimum of ten (10) days, plus, has no absences except for industrial injury, vacation/leave, FMLA, unusual circumstances, military leave, sent home lack of work, Company-designated inclement weather; jury duty; union business (Per Paragraph 53); bereavement (per Paragraph 107), summoned or subpoenaed to a court proceeding.

The following action shall be taken when an employee's absences reach a certain pre-selected point:

- When an employee reaches minus two (-2) absence occurrences, he will be given a verbal warning and have wages reduced by $1.00 per hour while occurrences remain at -2.
- When an employee reaches minus four (-4) absence occurrences, he will be given a written warning and his pay will be reduced by $2.00 per hour while occurrences remain at -4.
- When an employee reaches minus eight (-8) absence occurrences, he will be discharged.

No points will be added to employees' records when their discipline is removed.

Employees may review their attendance record upon request.

Employees will be represented at each step of discipline by the Union Shop Committee.

EXHIBIT "A"

STATEMENT OF INTENT REGARDING INCLEMENT WEATHER

This is to confirm the Company's position concerning inclement weather days:

The Division Manager will consult with applicable authorities and will make a decision concerning the operation of the plant. If it is determined that the plant is to be closed for one (1) or more shifts, all employees on said shifts will be excused. Additionally, on days when inclement weather causes a substantial number of employees to be absent or tardy, the Human Resources Director will review the attendance for the day in question. If he determines that the inclement weather caused the substantial absenteeism and tardiness, the employees in question will be excused.

Any employee absent due to inclement weather on a day not designated as such by the Company may submit a slip, explaining their unique circumstances, from an official agency (road commission, state police, etc.) for consideration. Slips of a general nature will not be considered.

EXHIBIT "B"

STATEMENT OF INTENT REGARDING DOCTORS SLIPS

Employees wishing to have time lost due to illness excused must provide a doctor's slip from their attending physician as satisfactory evidence for file to support their claim.

It will no longer be mandatory that a doctor's slip be submitted to the Company for absences of three (3) days duration or longer. In such instances, however, each day of such absence will be counted as an unexcused absence and will be charged individually to the employee's attendance record for purposes of the Attendance Program.

Original Dated 7/7/78
To E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT
REGARDING VOLUNTEERS

This is to confirm that in certain emergency situations, volunteer firemen will be excused from work when specifically requested by the Fire Chief or his representative. Also, it is understood that volunteer firemen or volunteer ambulance drivers who are late for work due to an emergency that required their presence will be excused provided they submit proper documentation from the Fire Chief or dispatcher upon arriving at work.

Additionally, volunteer policemen who are required to appear in court to discharge their duties will be excused providing that proper documentation is submitted, either prior to leaving work or upon returning to work.

Original Dated 6/26/78
June 1, 2005

SUPPLEMENTAL AGREEMENT
APPRENTICESHIP PROGRAM

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APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Howmet Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union No. 1243.

PURPOSE

The purpose of these standards is to make certain the proper care is exercised in the selection of the apprentices and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient journeymen at the conclusion of the training period.

THESE STANDARDS OF APPRENTICESHIP
ARE TO BE UNDER THE SUPERVISION OF
A JOINT APPRENTICESHIP COMMITTEE.

REPRESENTING:

Howmet Corporation

James M. DeWent _____

Richard T. Reese, Jr. _____

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 1243.

Robert Miszewski _____

James Burton _____

CONSULTANTS:

Representing the Bureau of Apprenticeship and Training, U.S. Department of Labor.

_____

_____

Representing the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Skilled Trades Department.

ARTICLE 1 – DEFINITIONS

A. The term "Company" shall mean the Howmet Corporation, a Delaware Corporation, located in Muskegon, Michigan.

B. The term "Union" shall mean the duly authorized representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union No. 1243.

C. "Registration Agency" shall mean the Bureau of Apprenticeship and Training, U.S. Department of Labor or State Apprenticeship Agency where such agency has been established.

D. "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice (or if the apprentice is a minor, the parent or guardian). The agreement shall then be approved and signed by the Chairman and Secretary of the Committee and registered with the Registration Agency and the Local Union.

E. "Apprentice" shall mean a person engaged in learning and assisting in the trade to which assigned and who is covered by a written agreement providing for training in accordance with these standards of apprenticeship.

F. "Committee" shall mean the Joint Apprenticeship Committee composed of representatives of the Company and the Union established under these standards for the purpose of administering the program.

G. "Apprentice Coordinator" shall mean the person employed by the Company as the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

H. "Standards of Apprenticeship" shall mean this entire document, including these definitions.

I. "Journeymen" as used in Article 8 herein, means employees in a specific trade and shall not be construed to include journeymen employed in other trades.

or the journeymans trade rate, whichever is lower, until normal advancement within the apprenticeship program places them at a higher rate.

If Paragraph 88-Wages provides for an annual improvement factor, all apprentices shall receive a percentage of it. Such percentage shall be based on the number of hours on course, changes to be made only on full 1000 hour increments. If Paragraph 88-Wages provides for cost-of-living increases, all apprentices shall also receive the full amount of these increases that are accorded all plant employees.

The Company agrees to pay, on behalf of the apprentices covered by this agreement, the regular hourly rate for actual school attendance, books, registration fees, and/or tuition required in connection with related training under the apprentice program.

If apprentices are laid off, they may elect to continue school classes. Tuition, books, and time spent in class during such layoff period will be paid upon the return of the apprentices to the apprentice program. Tuition and book receipts plus a record verifying related training attendance will be presented to the Company by the apprentices.

Apprentices who are given credit for previous experience shall be paid the wage rate for the period to which such credit advances them.

When apprentices complete 8,000 hours of training, they are to receive not less than the rate paid to journeymen in the trade in which they served their apprenticeship, after approval of their completion of training by the Committee.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

ARTICLE 11 – Related Instruction and School Attendance

Each apprentice shall enroll and attend classes for not less than a minimum of three and one-half hours weekly and for a total minimum number of related instruction hours as outlined in the Appendix for each particular trade, according to instructions by the Joint Apprenticeship Committee. Each apprentice, after enrollment in such classes, shall be registered with the State Department of Education as an apprentice student upon the forms furnished for this purpose.

The location and quality of the classroom instruction shall meet with the approval of the Joint Apprenticeship Committee. The schedule of related instruction shall be outlined in Appendices attached hereto.

In the case of failure on the part of apprentices to fulfill their obligation as to school attendance, the Joint Apprenticeship Committee may suspend or revoke the apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said Committee in this respect. The apprentices and their

parent or guardian hereby agrees to abide by any such determination of the Committee.

The Registration Agencies and the Local Union, the Local Board of Education, the State Department of Education and the UAW Regional Director shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

ARTICLE 12 – Joint Apprenticeship Committee

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairperson and a Secretary. When a Company member is a Chairperson, a Union member shall be Secretary, and vice versa. The Committee shall meet at least once a month or on call of the Chairperson, or Secretary, or any two members of the Joint Committee.

The Union shall appoint journeymen from the plant as members of the Joint Apprenticeship Committee.

Each Union member of the Joint Apprenticeship Committee will be paid their regular rate for time spent working on official business of the Joint Apprenticeship Committee for the hours they would otherwise have worked in the plant.

It shall be the duty of the Committee to:

a. See that prospective apprentices are interviewed and impressed with the responsibilities they are about to accept, as well as the benefits they will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.

b. Accept or reject applicants for apprenticeship after preliminary examination by the Human Resources Department of the Company.

   The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the Grievance Procedure.

c. Place apprentices under agreement in accord with Article 16.

d. Evaluate, investigate, and determine credit for previous experience.

e. Hear and decide on all questions involving the apprentices which relate to their apprenticeship.

f. Establish procedures with the local Board of Education. The form, content and schedule of the course or courses of instruction to be

provided. The Committee will also cooperate with the school authorities in coordinating the related classroom instruction with the apprentice's basic schedule of work experience.

g. Offer constructive suggestions for improvement of training on the job.

h. Certify the names of graduate apprentices in accordance with Article 17. No Certificates will be issued unless approved by the Committee.

i. The Company will see to it that the Minutes of the Committee meetings will be furnished to and approved by the Joint Apprenticeship Committee.

j. Be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

ARTICLE 13 – Coordination of Apprentices

Apprentices shall be under the general direction of the Apprentice Coordinator and under the immediate direction of the supervisor of the department while working with a journeyman to whom assigned. The Apprentice Coordinator is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training. No apprentice may be retained on a scheduled work process for the period longer than the time scheduled for such work process unless permission is granted in writing by the Committee.

The Apprentice Coordinator, or an individual charged with this responsibility, in consultation with the Joint Committee, shall prepare adequate record forms to be filled in by the supervisor under whom the apprentices receive instruction and experience. Supervisors shall make a report at least every thirty days to the Apprentice Coordinator on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Joint Committee for its approval or disapproval.

If the Apprentice Coordinator finds that an apprentice shows a lack of interest or does not have ability to become a competent mechanic, all the facts in the case shall be placed before the Joint Committee for its decision.

Under these circumstances an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or their agreement may be terminated. The Registration Agencies and the Union shall be advised of all terminations and the reasons therefore.

ARTICLE 14 – Consultants

The Committee may request interested agencies or organizations to designate a representative to serve as consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprentice training which affect the agencies they represent. This provision shall not be construed to compel any changes in these standards.

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agency to consider the matter.

ARTICLE 15 – Seniority

Upon satisfactory completion of the apprenticeship program, the apprentice will be given 100 percent of time on course seniority in the plant, or corporation, where the apprenticeship is completed as a journeyman. Returned veterans who had their apprenticeship program interrupted shall, upon completion of the apprenticeship, receive 100 percent of time on course as a journeyman, plus the length of service in the Armed Forces.

ARTICLE 16 – Apprenticeship Agreement

Apprenticeship Agreements entered into under these Apprenticeship Standards shall contain a clause making the Standards part of the Agreement with the same effect as if expressly written therein. For this reason, each applicant (and their parent or guardian if a minor) shall be given an opportunity to read the Standards before signing their Apprenticeship Agreement.

The following shall receive copies of the apprenticeship agreement:

a. The Apprentice (parent or guardian).
b. The Company.
c. The Joint Apprenticeship Committee.
d. Registration Agencies.
e. The Local Union.
f. The Veterans Administration (two copies), if the Apprentice is a veteran.

ARTICLE 17 – Certificate of Completion of Apprenticeship

Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will request the Bureau of Apprenticeship and Training, U.S. Department of Labor, or the State Apprenticeship Agency in those states where such agency has been established, that a Certificate signifying completion of the apprenticeship be issued to the apprentice. No

Certificates will be issued by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or by any State Apprenticeship Agency, unless approved by the Joint Apprenticeship Committee.

Upon receiving the Certificate, the Chairperson and Secretary of the Joint Committee will sign the Certificate before issuing it to the graduate.

ARTICLE 18 – Tool Allowance
(See Statement of Intent, Page 113)

After completing the first 500 hours of employment as an apprentice, the apprentice will be furnished a toolbox which will become the property of the apprentice upon graduation. Upon satisfactory completion of each 916 hours of work in the Apprentice Program, the apprentice will be paid $50 for the purchase of tools. Management will assist the apprentice in obtaining tools. It is understood that the allowance used toward the purchase of tools may not exceed a total of $300, including credit granted for prior experience less any tool allowance payments received at another plant. Only upon the successful completion of the training program, do the tools become the property of the apprentice.

ARTICLE 19 – Approval and Modification of Standards

These Apprenticeship Standards may be amended or new schedules added at any time upon mutual agreement of the Company and the Union. Such changes or amendments to these Standards will be submitted to the International Skilled Trades Department of the UAW and to the appropriate State registration agency for approval before becoming effective.

ARTICLE 20 – Safety

Safety and Health Training: The employer shall instruct the apprentice in safe and healthful work practices and shall insure that the apprentice is trained in facilities and other environments that are in compliance with either occupational safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, or State Standards that have been found to be at least as effective as the Federal Standards.

ARTICLE 21 – Registration and Deregistration

The registration of these standards of Apprenticeship by the Registration Agency certifies that the standards conform to the labor standards which the U.S. Department of Labor believes are necessary to safeguard the welfare of apprentices in our industry. The Labor Department's general labor standards for apprenticeship programs are set forth in Part 29 of Title 29 of the Code of Federal Regulations. (Title 29 CFR 29)

This program may be deregistered upon the voluntary action of the sponsor, by the sponsor's request for cancellation of the registration. The program may also be deregistered, for reasonable cause, by the Registration Agency when that Agency institutes formal deregistration proceedings in accordance with the provisions of Title 29 CFR 29.

Upon deregistration or voluntary cancellation of the program, the sponsor will inform each apprentice, within 15 days, of the deregistration or cancellation, and the effect of such action. This notification will conform to the requirements of Title 29 CFR 29 Para. 29.7.

ARTICLE 22 – Complaint Procedure

The Committee shall supply written notice of the Complaint Procedure to all applicants for apprenticeship and all apprentices as per Title 29 CFR 30 Para. 30.11.

SKILLED TRADES DEPARTMENT, UAW, REGION 1D

_____

_____

Date

APPENDIX No. 1

MILLWRIGHT

WORK PROCESSES	HOURS
Safety Instructions	
Dismantling, Moving, Erecting Machinery and Equipment	1800
Repairing and Rebuilding Pulleys, Belting, Conveyors, Cranes, Elevators, Furnaces, Shot Blast	1800
Repairing and Rebuilding Conveyors Drives and Replace Speed Reducers and Reduction Boxes	900
Floor Layout and Installation of Machinery and Equipment	1200
Installation of Electric Motors (Does not include wiring)	450
Steel Fabrication and Miscellaneous Iron	450
Optional	824
Related Instruction	576
TOTAL HOURS	8000

RELATED INSTRUCTION

Math and Metrics	144
Science	108
Shop	144
Drawing	108
Safety and Unassigned	72
TOTAL HOURS	576

APPENDIX No. 2

ELECTRICIAN	HOURS
WORK PROCESSES	
Safety Instructions	
Electrical Construction a) Machine Tools b) Generators, Transformers, Motors c) Control Panels d) High Voltage Equipment	1980
Electrical Maintenance a) Machines b) Cranes, Elevators c) Lighting Power Circuits d) Powerhouse Substations	2775
Electronic Controls a) Construction b) Maintenance c) Repair d) Troubleshoot	1350
Repair and Rebuild Electrical Equipment a) Motor b) Instruments c) Meters d) Solenoids	576
Optional	743
Related Instruction	576
TOTAL HOURS	8000

RELATED INSTRUCTION	
Math and Metrics	144
Science	144
Shop	108
Drawing	108
Safety and Unassigned	72
TOTAL HOURS	576

APPENDIX No. 3

TOOL AND DIEMAKER

WORK PROCESSES	HOURS
Safety Instructions	
Tool Crib	90
Metal Removing (Drill, Saws, etc.)	855
Lathe	900
Milling Machine	900
Grinding (Surface, Internal, External)	900
Bench	2585
Optional (including Hardening, Tool & Die, Welding, and EDM)	1194
Related Instructions	576
TOTAL HOURS	8000

RELATED INSTRUCTION

Math and Metrics	180
Science	72
Shop	108
Drawing	180
Safety and Unassigned	36
TOTAL HOURS	576

Original Dated 7/27/81
To J. Jackson and E. Fisher From J. Ozar
June 1, 2005

STATEMENT OF INTENT REGARDING
APPRENTICESHIP PROGRAM

This is to confirm the understanding reached during the 1981 negotiations regarding employees in the Apprenticeship Program.

Any employee who enters the Apprenticeship Program in a specific apprenticeable skilled trade classification at the Company's Muskegon County Operations, and successfully completes said program need not be retrained by the Company in apprenticeable trades again.

Further, it is understood that employees who are classified as apprentices will receive the General Wage Increases as set forth in the 1988 Collective Bargaining Agreement.

Original Dated 6/1/97
To R. Miszewski From A. Heisser
June 1, 2005

STATEMENT OF INTENT REGARDING
APPRENTICESHIP PROGRAM

During the 1997 contract negotiations, representatives from the Company and the Union discussed several aspects of the Apprenticeship Program.

The following changes to the Apprenticeship Program were agreed upon.

Equal Opportunity in Apprenticeship (ARTICLE 2)

"The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), part 30, as amended."

a. Seniority Employees (Restricted Pool)

Notice of apprenticeship openings will be posted on the Company's bulletin board for ten (10) full work days. The applicants obtained through this posting will remain

actively on the list for the life of the contract. If all names are exhausted another posting will be done.

Applications for apprenticeship will be accepted by the Human Resources Department from seniority employees (within the bargaining unit) who consider themselves eligible under this program.

A numbered application blank will be filled out, and each applicant will sign a register noting that they have received and filed an application.

Applicants must meet the following eligibility requirements:

1. Be a minimum of eighteen (18) years of age.
2. Be a high school graduate or have a GED equivalent.
3. Have a minimum of six months service with Howmet Corporation.

Applicants meeting the above requirements will then be evaluated for the following:

1. A discipline record that contains no discipline beyond a verbal for the last two (2) years.
2. An attendance record without any discipline in the last two (2) years.
3. Acceptable work record. (Applicants rejected for unacceptable work record will be reviewed with the Bargaining Committee)

Applicants who have met the above criteria will be tested, by seniority, and must meet the minimum qualifying score in a validated apprenticeship test battery.

Those who meet the minimum qualifying score will be required to have a physical examination by the Company physician at the Company's expense. Applicants must meet the bona fide occupational qualifications for the appropriate Apprenticeship position.

Applicants who have met the above criteria will be referred to the Joint Apprenticeship Committee on the basis of seniority.

b. Outside Applicants

When apprenticeship openings exceed the number of qualified seniority employees available, the Company shall notify by mail the local schools and public employment

service of the available openings, the minimum qualifications for eligibility thirty (30) days before the closing date for sending application and the place to file.

After a preliminary check of each application by the Human Resources Department, those meeting the eligibility requirements as outlined in this program will be referred to the joint Apprenticeship Committee for approval or disapproval.

Records of all applications and the selection process will be retained for at least five (5) years.

Ratio (ARTICLE 8)

When a reduction in force occurs in a trade where apprentices are employed, apprentices with less than two (2) years in the Apprenticeship Program will be laid off first. After all apprentices with less than two (2) years in the program are laid off, the language in Article 8 of the Apprenticeship Program will apply. Lay offs of apprentices will be done on a Whitehall-wide basis rather than a plant by plant basis.

Employees laid off during their apprenticeship who are recalled and complete their apprenticeship program will be granted seniority in their trade retroactive to the date they entered the program provided their time on lay off was not longer than their time actively in the apprenticeship program. All apprentices in a trade shall be recalled before any new journeymen are hired.

(ARTICLE 8) (Paragraph 6)

If apprentices are laid off, they may elect to continue school classes. Tuition, books, and time spent in class during such layoff period will be paid. Tuition and book receipts plus a record verifying related training attendance and course completion will be presented to the Company by the apprentices.

Tool Allowance (ARTICLE 18)

Upon entering the program the Company will provide tools as per attached list. The list may be revised by agreement of the joint Apprenticeship Committee. Only upon the successful completion of the training program do the tools become the property of the apprentice. (see Exhibit E)

The Company and Union agree to meet as necessary to work with and support the Apprenticeship Committee to insure an effective Apprenticeship Program that successfully prepares employees for the Skilled Trades classifications.

SKILLED TRADES TOOLS

MILLWRIGHTS

Kennedy Roller Cabinet *
Armstrong 8" Adjustable Wrench
Channel-Loc Pliers
Armstrong Allen Wrench
Stanley Plastic Hammer
Stanley Combination Square
Kline Screwdriver Set
Kline Tool Pouch
McMaster-Carr Vise
Ridged 12" Pipe Wrench
Kennedy Machinist Chest
Armstrong 10" Adjustable Wrench
Armstrong 3/8"-1" Combination Wrench Set
Armstrong 3/8" Drive Socket Set
Stanley Ball Peen Hammer
Stanley Magnetic Torpedo Level
Kline Hack Saw
Kline Tape Measure
Kline Leather Belt
Ridged 14" Pipe Wrench

ELECTRICIANS

Kennedy Roller Cabinet *
Armstrong 8" Adjustable Wrench
Channel-Loc Pliers
Armstrong Allen Wrench
Stanley Magnetic Torpedo Level
Kline Hack Saw
Kline Tool Pouch
Kline Tape Measure
Amprobe Continuity Tester
McMaster-Carr Vise
Sta-Con Crimpers
Kennedy Machinist Chest
Armstrong 10" Adjustable Wrench
Armstrong 3/8"-1" Combination Wrench Set
Armstrong 3/8" Drive Socket Set
Kline Screwdriver Set
Kline Lineman Pliers
Kline Claw Hammer
Ideal Fuse Puller
Knopp Voltage Tester
M E Wire Stripper
Kline Leather Belt

TOOL AND DIE

Indicol Holder 1-7/8" (20-853-8)
Hex Key Set 9pcs. No. 20912 (#915)
8" Proto Adjustable Wrench #708
Armstrong Pliers #67-657
Starrett Combination Set #435-12-16R
Starrett Tap Wrench #91B
Starrett Tap Wrench #174
Starrett Tap Wrench #93C
Stanley Soft Face Hammer (4 oz.)
Set of Drills (Letter and Fraction)
Kennedy 8 Drawer Tool Box
Ball Peen Hammer (12 oz.)
Metal Scale (6")
Hex Key Set 9pcs. No. 20911 (#91)
3" Stanley Screwdriver #66-089
10" Proto Adjustable Wrench #710
6" Vise Grip (Long Nose) #6LN
Starrett 6" Dial Caliper #120A-6
Starrett Edge Finder #827B
Starrett Tap Wrench #93B
Angles 60 Degree Thread Gauge
Stanley Soft Face Hammer (16 oz.)
Interapid Dial Indicator #74-11370
Kennedy 2 Drawer Tool Box
Auto Punch

* This item will remain the property of the Company
HOWMET CORPORATION 1997

Original Dated 1/22/79

June 1, 2005

SUPPLEMENTAL AGREEMENT
SKILLED TRADES

This Agreement entered into this 1st day of June 1994 between the Howmet Corporation, Whitehall, Michigan, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 1243.

Section 1. Skilled trades departments for the purpose of this Agreement shall mean the tool and die department and the maintenance department (to include only those classifications listed in Section 9).

Section 2. Seniority in the skilled trades departments shall be by non-interchangeable occupations or trades within a department or group of departments. Seniority lists shall be by basic classifications.

Section 3. After the signing of this Agreement, seniority of journeymen in the skilled trades departments shall begin as of date of entry into such department except graduates of the apprenticeship program who shall have seniority as provided for in the program.

Section 4. Production workers will not carry seniority into the skilled trades occupations and the skilled trades workers will not carry skilled trades seniority into production departments.

Section 5. The term "Journeyman" as used in this Agreement shall mean any person:

a) Who presently holds a journeyman classification in the plant in the skilled trades occupations.

b) Who has served a bona-fide apprenticeship and has a certificate which substantiates his claim of such service.

c) Who has eight (8) years of practical experience and can prove same with proper affidavits. The Company may consider the possession of a UAW Journeyman Card as presumptive proof of qualifications.

Section 6. Any further employment in the skilled trades occupations in this plant, after signing of the negotiated agreements, shall be limited to journeymen and apprentices in apprenticed classifications as defined in Section 9 of this agreement.

Section 7. Whenever the skilled trades occupations are required to increase their force and journeymen are not available, the apprenticeship program will be utilized in those classifications for which the program was designed. Such program shall fully protect the equity of the skilled journeyman.

Section 8. In case of a layoff in the skilled trades departments, the following procedure shall be used:

Probationary journeyman.

Apprentices by ratio, as defined by the Apprenticeship Standards.

Youngest seniority employee within the occupation.

Recalls shall be made in the reverse order of the layoffs.

Employees of the Millwright and Electrician classifications will have inverse seniority layoff and recall rights as outlined in Paragraphs 37 and 38 of the Collective Bargaining Agreement.

The maximum number of such employees who will be eligible to utilize these rights at any given time shall be as follows:

Plant 3	Millwrights 2	Electricians 2
Plant 4	Millwrights 1	Electricians 1
Plant 5	Millwrights 1	Electricians 1
Plant 10	Millwrights 1	Electricians 1

Note: The Millwrights and Electricians assigned to Plant No. 8 shall be considered part of Plant No. 4 for the purpose outlined in this agreement.

In the event of a reduction in force in the Tool & Die Maker classification, at least one (1) employee from Plant No. 3, one (1) employee from Plant No. 4, and one (1) employee from Plant No. 5 will be allowed Inverse Layoff.

Section 9. The following classifications shall be established in the skilled trades departments:

<u>Apprenticed Classifications</u>

Millwright
Electrician
Tool & Die Maker

Section 10. The apprenticeship standards shall be considered as an inseparable part of this Supplemental Agreement.

Section 11. All sections of the bargaining agreement presently in effect which are not inconsistent with this Supplement shall apply to the skilled workers.

SKILLED TRADES DEPARTMENT, UAW, REGION 1D

_____ _____

_____ _____

Date

Original Dated 6/1/88
June 1, 2005

SUPPLEMENTAL AGREEMENT
APPRENTICEABLE TRADES MEDICAL PLACEMENT AND LAY-OFFS

I. Employees of the skilled trades are prohibited from transferring out of their respective skilled trades classifications to nonskilled trades production classifications per the Skilled Trades Supplemental Agreement.

A. Applies to employees fit to perform the work and employees with medical restrictions which can be accommodated in the skilled trades classifications.

II. An employee of the skilled trades who has medical restrictions, and due to these restrictions, the employee cannot be accommodated in the skilled trades classification, the employee will be placed in a nonskilled trades production job that he/she can perform per the restrictions under the following conditions.

A. It must be clearly shown that the skilled trades employee has medical restrictions which prohibit the employee from being accommodated in the skilled trades classification.

a. When a skilled trades employee submits a doctor slip from his/her personal physician which provides for medical restrictions, he/she will be examined by the Company doctor.

1. When the Company doctor places medical restrictions on the employee, the employee may wish to be examined by his/her personal physician.

b. When the personal physician and Company physician's medical opinions are in conflict, the employee will be examined by an impartial physician. This third medical opinion will be controlling with respect to the matter of medical restrictions.

B. Certain employees of the skilled trades possess production seniority and skilled trades seniority. Certain employees of the skilled trades possess only skilled trades seniority per the Skilled Trades Supplemental Agreement.

a. When an employee of the skilled trades cannot be accommodated in the skilled trade classification due to medical restrictions, the employee would be placed in a nonskilled production job per the employees production seniority or skilled trades seniority which ever is greater.

III. An employee of the skilled trades who only possesses skilled trades seniority and is laid off to the street will not be allowed to exercise this seniority but will be given an opportunity for recall to a nonskilled production job before new employees are hired.

A. Such an employee would be required to return to the skilled trades classification from which he/she was laid off when the work force increases.

PRODUCTION MEDICAL PLACEMENT

IV. By mutual agreement between the Shop Committee and the Company when any bargaining unit employee in a production classification is rendered permanently restricted as a result of medical injury or illness, etc. (work or non work related) to the extent they can no longer perform regular duties, they shall be placed in any classification where their work restriction will not stop the employee from performing work in said classification. Employees so effected will have all seniority rights as per contract. The Company will assume all costs for any training or schooling in new technology that is necessary. At time of medical placement, the employee must qualify before he will be allowed to use all of his production seniority.

The intent of I, II, III & IV above is not to be used for casual transferring of temporarily medically restricted employees between classifications. Its primary intent is to permit long service employees to continue working in classifications that they can perform, and remain productive to themselves and the Company.

Original Dated 4/1/75
To V. Scott and E. Fisher From J. Ozar

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING NATIONAL HEALTH INSURANCE

During the course of the negotiations between Howmet Corporation, Muskegon County Operations, and Local 1243 UAW, you requested that we provide for you a letter of understanding regarding the anticipated adoption of a national health insurance program.

In this regard, it is understood that during the term of the Labor Agreement, should any federal health security act (other than Worker's Compensation or Occupational Disease Law) be enacted or amended to provide hospital, medical, major medical, prescription drug, dental, hearing aid, or vision care benefits for employees and their families, or retirees who qualify for company paid health insurance benefits, which in whole or in part duplicate or may be integrated with the group insurance benefits now provided by the Company, these benefits shall be modified in whole or in part so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such federal law.

If any such federal law is enacted or amended as provided above, the Company will pay any premium, taxes or contributions employees may be required to pay under the law, when they become effective, that are specifically earmarked or designated for the purpose of financing the program of benefits provided by the law, in addition to any premiums, taxes, or contributions required of the Company by law. If such tax on employees is based on wages, the Company will pay only the tax applicable to wages received from the Company. Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the Insurance Program with the benefits provided by law shall be retained by the Company.

This understanding is conditioned on the Company's obtaining and maintaining such governmental approvals as may be required to permit the integration of the benefits provided under the Insurance Program with the benefits provided by any such law, and provided further, that neither this letter nor the enactment of such federal legislation shall work to the detriment of any employee.

Original Dated 4/1/75
To V. Scott and E. Fisher From J. Ozar
Original Dated 6/26/78
To J. Jackson and E. Fisher From J. Ozar

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING ELIGIBILITY FOR HOLIDAY GIFT

The Company and Union agree that all retirees and employees actively on the payroll as of June 30 or later of each year will be eligible to receive the Company Holiday Gift which is distributed during the month of December.

Original Dated 6/26/78
To J. Jackson and E. Fisher From A.J. Richter

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING THE UNION PRESIDENT'S OFFICE/STORAGE AREAS

The Company will provide and maintain for the President of UAW Local 1243 an office located in Plant #3. It will also provide storage space in all plants for Union Committee file cabinets.

Original Dated 6/1/88
To E. Fisher From W. Roof

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING NEW TECHNOLOGY

During the 1991 negotiations, the parties recognized that maintenance and, hopefully, improvement in the standard of living of the bargaining unit employees depends in part upon technological progress. Better tools, methods, processes, and equipment will continually be required, along with a progressive, cooperative attitude on the part of all parties involved if we are to advance and remain competitive.

It is recognized that advances in technology may alter the job content and job responsibilities of bargaining unit employees and that such changes, including

the introduction of computers, will not serve to shift the work from bargaining unit to non-bargaining unit employees.

When bargaining unit jobs are affected by the introduction of new technology, it is recognized that Union members must be provided with the necessary training to permit them to effectively perform changed jobs. Training programs required to impart this new knowledge must be thorough, comprehensive, and well defined.

The Company will not assign to non-union employees work which comes within the scope and content of that normally assigned to union employees at a particular plant location. The Company and Union recognize that the mere novelty or sophistication of new technology alone is not grounds for withdrawing new or existing work from union employees.

Commitment to the training process must come from all parties involved. The Company will provide and bear the expense of the training and those employees being trained will be expected to dedicate themselves to the training process and to reasonably commit to remaining in the job, once trained.

The Company will give notice to the Union as far in advance as possible regarding the projected introduction of New Technology and/or equipment that would, in any way, impact bargaining unit jobs. Further, the Company will meet immediately thereafter with the Union to fully discuss the inclusion of Bargaining Unit employees in the performance of such activity; included in such discussion will be the required training, selection and responsibility of the candidates.

Original Dated 7/7/78
To E. Fisher From J. Ozar

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program will deal constructively and effectively with employees having problems of alcoholism, drug abuse, and other work affecting problems.

The Company, furthermore, will provide a full-time person to coordinate the Employee Assistance Program.

Original Dated 6/26/78
To J. Jackson and E. Fisher From J. Ozar

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING
NEW CLASSIFICATIONS & DEVELOPMENT FOUNDRY

This letter is to confirm the following understandings reached during the recent negotiations:

Development Foundry.

The normal daily custodial and maintenance work currently performed in the facility will be returned to the bargaining unit as of the completion of the negotiations. Further, the custodial work currently performed in the Technical Center will be returned to the bargaining unit as soon as the current contractual obligation is completed with the custodial service organization.

In regard to the Development Foundry, it is understood that if, in due course, work of a production nature becomes available, from which parts are manufactured and sold, said work will be assigned to and performed by bargaining unit personnel.

Original Dated 6/1/91
To E. Fisher From W. Roof

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING
NEW JOBS

During our 1991 negotiations, the subject of "New Jobs" for bargaining unit employees was discussed. The Company agreed to the following:

1) The Data Center custodial needs will be served by bargaining unit employee(s).

2) Plant #3 (WCD) management will meet with the Bargaining Committee within sixty (60) days of ratification of a new agreement to further discuss the proposal exchanged earlier regarding the incorporation of bargaining unit employees into the Heat Treat function in Plant #3.

3) In keeping with the "New Technology" language of our contract, within ninety (90) days of ratification of a new agreement, management will meet with the Bargaining Committee to plan the necessary training to qualify Electricians in all Whitehall manufacturing facilities to begin performing work of an 'electronics' nature.

Original Dated 6/1/94
To R. Miszewski From M. Malady

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING WORK ACTIVITIES PERFORMED BY BARGAINING UNIT EMPLOYEES

During the course of our 1994 contract negotiations, it was agreed that the following activities would be performed by Local 1243 employees:

- Core Room (Wax) - Whitehall Casting - work to be done by hourly personnel will be the unpacking of core receipts, putting cores into storage, pulling cores from storage for issue to the floor and moving cores from storage to the wax teams. Salaried personnel will retain overall responsibility for the core room including inventory control and computer work.
- Equiax mold inspection at Whitehall Casting (currently done in Plant 3 by salaried technicians).

The work activities identified above will be transitioned to Local 1243 within thirty (30) days of the conclusion of our labor negotiations.

Original Dated 6/1/94
To R. Miszewski From M. Malady

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING H.I.P. HELPER LOADING AND UNLOADING FURNACES

In an effort to increase workforce flexibility, discussions took place during the 1994 contract negotiations regarding certain activities at our H.I.P. operations. Specifically, these discussions related to having employees in the H.I.P. Helper classification work with the salary technicians while performing the duties of loading and unloading the furnaces.

The parties also agree to meet every four (4) months from the signing of this agreement to address and reevaluate any activities referenced above.

Original Dated 5/23/88
To E. Fisher From R. Cutler

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING
OVERTIME ROSTERS
WORKING HOURS PASSES
FIRST AID DEPARTMENT HOURS

This letter is confirmation of conversations between the Company and the Union regarding labor relations matters.

The Plant No. 3 employee overtime rosters kept by supervision and regularly examined by employees reflect only the last two (2) weeks of employee overtime hours. The Union requested that these overtime rosters reflect the last four (4) weeks of overtime hours. The arrangements have been made for these computer generated overtime rosters to reflect the last four (4) weeks of overtime hours. The Company estimates that this project will be completed by the middle of June 1988.

Employees who leave work early are granted permission in the form of a Working Hours Pass. However, in the past, this procedure did not allow such employees to keep a copy of the pass for their records. In the future, employees will show their copy of the pass to the Plant Guard and keep the pass for their records instead of giving the pass to the Plant Guard as they leave the plant.

The First Aid Department in Plant No. 3 will be open during the lunch hour on first shift beginning June 1, 1988.

Original Dated 5/23/91
To E. Fisher From W. Roof

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING
PROMOTION TO SALARY POSITION FROM SPECIAL ACTIVITY

As discussed during negotiations, the Company agrees to the following:

Bargaining unit employees who assume a position where the responsibilities are not that of typical bargaining unit work (i.e. Quality Circle Coordinator) will not be promoted to a salaried position until they have returned to a regular bargaining unit job for at least one (1) year following any special activity in which they have engaged. This one (1) year period may be waived by mutual agreement of the Company and the Union.

Original Dated 5/28/91
To E. Fisher From W. Roof

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING JOB SECURITY

Per our discussions during negotiations, the Company agrees to the following regarding job security:

1. Laid-off employees will be recalled per the contractual recall procedure as an alternative to working excessive overtime.

2. As Bargaining Unit job openings become available, laid-off employees will be recalled per the contractual recall procedure and provided the necessary training by the Company to effectively fill these openings.

Original Dated 6/1/97
To R. Miszewski From A. Heisser

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING RETIREE BENEFITS UNDER SFAS-106

During the 1997 contract negotiations, the Company and Union had extensive discussions regarding retiree medical coverage and the impact of SFAS-106. As a result of these discussions, the following was agreed to:

> The Company's contribution toward the cost of retiree medical coverage will be limited to two times the 1996 cost of coverage per retiree. The 1996 cost for a retiree over age 65 was $1,704 per year. The 1996 cost for a retiree under age 65 was $5,058.

The above change was made in an effort to positively impact the competitiveness of the Company and in an effort to protect the collective job security of all. Should an alternative to SFAS-106 be adopted, the Company agrees to discuss sharing any benefits brought by the change with the Union.

Original Dated 6/1/94
To R. Miszewski From M. Malady
June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING FAMILY MEDICAL LEAVE ACT

An employee is eligible for an unpaid family and medical leave of absence up to twelve (12) weeks in any 12-month period measured forward from the first date leave is used. An employee may qualify for Family and Medical Leave of Absence if one or more of the following conditions exist:

1. To care for a newborn child during the first twelve (12) months after birth.

2. Because of the placement of a son or daughter for adoption or foster care within twelve (12) months after the placement.

3. To care for the employee's spouse, son, daughter, or parent (or certain persons in a "parent" capacity) with a serious health condition.

4. To attend to the employee's own serious health condition which causes an inability to perform his/her job.

When a leave is reasonably foreseeable, the employee must provide thirty (30) days advance notice of the leave to the company. In addition, medical certification of illness and its seriousness will be required. Family and Medical Leave of absence will not include vacation time.

The Company is not liable for pay during a Family and Medical Leave of Absence. However, health insurance benefits will be provided for up to a maximum of twelve (12) weeks.

Anyone on an approved Family and Medical leave at the time of lay-off will continue to receive benefits for the greater of the time provided for under the lay-off provisions of the collective bargaining agreement or the expiration of the leave under the Family and Medical Leave Act.

This statement/agreement will be revised as required by changes in the legal requirement of the FMLA of 1993.

Original Dated 6/1/97
To R. Miszewski From A. Heisser
June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING
HSP - STOREROOM ATTENDANT CLASSIFICATION

Employees of the Storeroom Attendant classification, HSP, will be scheduled to work necessary daily overtime according to the following conditions:

If the Storeroom Attendants decline to work daily overtime, Management will arrange to have the necessary work performed by other Bargaining Unit employees of the plant who signed Transfer Applications. It is understood that the Company will have the right to go to these same individuals each time assistance is needed on overtime, since knowledge and consistency are vital to the effective operation of the storeroom. Employees who are assigned to the storeroom in this manner will receive credit for all time worked in the classification, toward qualification.

All other issues will be handled in accord with the current Labor Contract.

Original Dated 6/26/78
To J. Jackson and E. Fisher From J. Ozar
June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING
BARGAINING UNIT WORK DURING UNION MEETINGS

This will confirm the Company's position that non-bargaining unit employees will not perform bargaining unit work during periods of time when the plant is idle because of a Union meeting. All supervision will be instructed accordingly to refrain from this practice unless there is no other reasonable alternative.

June 1, 2005

To: James Burton
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING SCHEDULED UNION MEETINGS

This letter is to confirm the understanding reached during the 2005 contract negotiations regarding the scheduled union meetings.

The Company agrees to excuse first and second shift employees for one (1) hour to attend the U.A.W. Local 1243 Monthly Union Meeting. This meeting will be held on Wednesday, during the first full week of each month. This date can be changed by agreement with the Company.

Attendance at the meeting is optional. Those who do not attend will be expected to work their normal schedule. Passes will be issued to first shift employees who request to be in attendance at the meeting. Second shift employees who attend must meet their call-in requirements under the current Attendance Policy.

All employees who attend the entire meeting will be excused on their attendance record using the "U" code for Union Business. The Union Committee will provide the Company with a list of employee signatures who attend the entire meeting.

IN WITNESS WHEREOF, the parties hereby have set their hands:

Collective Bargaining Agreement, dated June 1, 2005.

For Howmet Corporation,
its Plants 3, 4, 5, 8, 9, 10, and
the Operhall Research Center
located in Muskegon County,
Michigan

Amy L.H. Heisser

Lois I. Woodworth

Vicki L. Cox

Judy A. Bosma

For Local 1243,
United Automobile Workers
of America, UAW

James Burton

Daniel L. Kosheba

Gayle E. Spaulding

Ronald W. Johnson

Steven C. Strang

Debra D. Dean

Joyce I. Grey

Leonard C. Lang

Christopher Birkett

Brenda M. Hansen

Robert K. Dean, Jr.

Robert Miszewski
International Representative

Donald Oetman
Director, Region 1-D UAW

Date: June 27, 2006

Date: June 27, 2006

AMENDMENT and EXTENSION

Of The

June 1, 2005 - June 1, 2010

AGREEMENT

Between

HOWMET CORPORATION

Covering Its
Muskegon County Operations

And

LOCAL NO. 1243

United Automobile, Aerospace and
Agricultural Implement Workers of America
And Its
International Union

June 1, 2009 - April 1, 2013

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Economic Issues

New Expiration Date of Contract is April 1, 2013.

	Effective April 1, 2010	Effective April 1, 2011	Effective April 1, 2012
Wages	$ .60 /Hour	$ .50 /Hour	$ .60 /Hour
Pension (Pre 1999)	$ 1.00 ($34)	$ .00 ($34)	$ 1.00 ($35)
401(k) Guaranteed Contribution Post 1999 hires	$ 5.00 ($65/Month)	$ 5.00 ($70/Month)	$ 5.00 ($75/Month)
Shoes	$5.00 ($90 Annual)	$5.00 ($95 Annual)	$5.00 ($100 Annual)

Language Issues

- Paragraph 51

For employees hired before January 1, 1999, the two (2) paid Leave of Absence days referred to in Paragraph 51 will continue per contract calendar year, transitioning to the new contract calendar year beginning April 1, 2010, as follows:

Contract Year	June 1, 2008 – June 1, 2009
Contract Year	June 1, 2009 – April 1, 2010
Contract Year	April 1, 2010 – April 1, 2011
Contract Year	April 1, 2011 – April 1, 2012
Contract Year	April 1, 2012 – April 1, 2013

- Paragraph 63

Overtime Payments – Effective June 1, 2009

Union Time for Executive Board members (when in full session) will be considered as time worked for the purpose of overtime calculations.

Monthly Union meeting (all work over seven (7) hours for those who attend the meeting) will be considered as time worked for the purpose of this overtime calculation.

- FMLA

Effective June 1, 2009, the FMLA year will be changed to measure backward vs. measured forward. The transition is

Easier to understand time available.
Less Certification required.

June 1, 2009 – July 31, 2009 – Employee choice of measurement method.

June 1, 2009 – May 31, 2010 – All employees who would be subject to dismissal for attendance, their leave will be evaluated under both methods to ensure maximum benefit allowed.

- All Other Language Remains as Per Current Agreement

Original Dated 6/1/94
To R. Miszewski From M. Malady

June 1, 2009

To: Leonard Lang
From: Amy L.H. Heisser
Subject: STATEMENT OF INTENT REGARDING FAMILY MEDICAL LEAVE ACT

An employee is eligible for an unpaid family and medical leave of absence up to twelve (12) weeks in any 12-month period measured (backward) from the first date leave is used. An employee may qualify for Family and Medical Leave of Absence if one or more of the following conditions exist:

1. To care for a newborn child during the first twelve (12) months after birth.

2. Because of the placement of a son or daughter for adoption or foster care within twelve (12) months after the placement.

3. To care for the employee's spouse, son, daughter, or parent (or certain persons in a "parent" capacity) with a serious health condition.

4. To attend to the employee's own serious health condition which causes an inability to perform his/her job.

When a leave is reasonably foreseeable, the employee must provide thirty (30) days advance notice of the leave to the company. In addition, medical certification of illness and its seriousness will be required. Family and Medical Leave of absence will not include vacation time.

The Company is not liable for pay during a Family and Medical Leave of Absence. However, health insurance benefits will be provided for up to a maximum of twelve (12) weeks.

Anyone on an approved Family and Medical leave at the time of lay-off will continue to receive benefits for the greater of the time provided for under the lay-off provisions of the collective bargaining agreement or the expiration of the leave under the Family and Medical Leave Act.

This statement/agreement will be revised as required by changes in the legal requirement of the FMLA of 1993.

SELECT BENEFITS

Hired Before 6/1/2005				
Year	Total Monthly Contribution	Monthly Increase	Weekly Increase	Increase %
2011	$281.25	$25.00	$5.77	10%
2012	$308.75	$27.50	$6.35	10%
2013	$339.63	$30.88	$7.13	10%

Hired On or After 6/1/2005				
Year	Total Monthly Contribution	Monthly Increase	Weekly Increase	Increase %
2011	$367.08	$19.41	$4.48	5%
2012	$387.08	$20.00	$4.62	5%
2013	$406.43	$19.35	$4.47	5%

NOTE: Costs are based on full family coverage for the highest priced options:

- Select Med 5
- Rx 3
- Vision
- Select Dental 2
- 60% Short Term Disability (STD)

Holidays

April 1, 2010 – March 31, 2011

1.	Friday	April 2, 2010	Good Friday
2.	Monday	May 31, 2010	Memorial Day
3.	Monday	July 5, 2010	Day after Independence Day
4.	Monday	September 6, 2010	Labor Day
5.	Thursday	November 25, 2010	Thanksgiving Day
6.	Friday	November 26, 2010	Friday after Thanksgiving Day
7.	Friday	December 24, 2010	Day before Christmas Day
8.	Monday	December 27, 2010	
9.	Tuesday	December 28, 2010	
10.	Wednesday	December 29, 2010	
11.	Thursday	December 30, 2010	
12.	Friday	December 31, 2010	

April 1, 2011 – March 31, 2012

1.	Friday	April 22, 2011	Good Friday
2.	Monday	May 30, 2011	Memorial Day
3.	Monday	July 4, 2011	Independence Day
4.	Tuesday	July 5, 2011	Day after Independence Day
5.	Monday	September 5, 2011	Labor Day
6.	Thursday	November 24, 2011	Thanksgiving Day
7.	Friday	November 25, 2011	Friday after Thanksgiving Day
8.	Monday	December 26, 2011	
9.	Tuesday	December 27, 2011	
10.	Wednesday	December 28, 2011	
11.	Thursday	December 29, 2011	
12.	Friday	December 30, 2011	
13.	Monday	January 2, 2012	Day after New Year's Day

April 1, 2012 – March 31, 2013

1.	Friday	April 6, 2012	Good Friday
2.	Monday	May 28, 2012	Memorial Day
3.	Wednesday	July 4, 2012	Independence Day
4.	Monday	September 3, 2012	Labor Day
5.	Thursday	November 22, 2012	Thanksgiving Day
6.	Friday	November 23, 2012	Friday after Thanksgiving Day
7.	Monday	December 24, 2012	Day before Christmas Day
8.	Tuesday	December 25, 2012	Christmas Day
9.	Wednesday	December 26, 2012	
10.	Thursday	December 27, 2012	
11.	Friday	December 28, 2012	
12.	Monday	December 31, 2012	
13.	Tuesday	January 1, 2013	New Year's Day
14.	Friday	March 29, 2013	Good Friday

IN WITNESS WHEREOF, the parties hereby have set their hands:

Collective Bargaining Agreement, dated June 1, 2009.

For Howmet Corporation,
its Plants 3, 4, 5, 8, 9, 10, and
the Operhall Research Center
located in Muskegon County,
Michigan

Amy L.H. Heisser

Lois I. Woodworth

Judy A. Bosma

Vicki L. Cox

Date: December 22, 2008

For Local 1243,
United Automobile Workers
of America, UAW

Leonard C. Lang

Douglas S. Fessenden

Steven C. Strang

Michael D. Baker

Scott D. Babcock

Christopher Birkett

Troy E. Elliott

Debra D. Dean

Brenda M. Hansen

Cynthia Christopher

Thomas W. Duff

Jeffrey A. Kenny
International Representative

Donald Oetman
Director, Region 1-D UAW

Date: December 22, 2008