

This Agreement is between WYMAN GORDON, Co. party of the first part, hereinafter referred to as "the Employer" and the COMMUNICATIONS WORKERS OF AMERICA, party of the second part, hereinafter referred to as "the Union".

GENERAL PURPOSE OF AGREEMENT

The general purpose of this Agreement is to set forth the hours of work, rates of pay, and conditions to be observed by the Employer and the Union; and to provide orderly and harmonious procedures between the Employer and the Union and to secure a prompt and fair disposition of grievances. It is the further purpose of the Agreement to prevent interruption of work and to promote the efficient operation of the business.

WITNESSETH: It is hereby mutually agreed to as follows:

ARTICLE I - UNION RECOGNITION AND WORK JURISDICTION

Section 1. Union Recognition

The employer recognized the Union as the sole bargaining agent for the employees covered by this Agreement noted in the following section.

Section 2. Employees Covered

This agreement shall cover the employees covered by NLRB Case No. 20-RC-9342 and future Tool and Die Makers and Tool and Die Apprentices employed for the design, manufacture, repair, and modification of machined injection die cavities used to produce investment castings.

Any dispute concerning the intent or application of NLRB Certification in NLRB Case No. 20-RC-9342 shall be resolved solely through appropriate NLRB procedure.

Section 3. Excluded

All employees of the Employer not covered by NLRB Case No. 20-RC-9342 shall be excluded from coverage of this Agreement.

Section 4. Union Retains Jurisdiction

The Union and the Employer agree that during the life of this Agreement, they will not surrender jurisdiction over any of the employees covered by this Agreement to any other union.

Section 5. Work Jurisdiction

As defined in Section 2. – Employees Covered – as shown above, shall not restrict the use of the Employer's tools and equipment by employees excluded from coverage of this Agreement.

ARTICLE II - UNION SECURITY

Section 1. Union Membership

(a) Subject to the provisions of any applicable State or Federal law, it shall be a continuing condition of employment with the Company that all employees covered by this Agreement who are voluntary members of the Union as the date of this Agreement is entered into remain members in good standing in the Union during the term of this Agreement. A new employee who elects to become a member of the Union within thirty one (31) days after his date of hire shall remain a member in good standing in the Union during the term of this Agreement. The Union, its officers and members shall not intimidate or coerce employees into joining the Union.

(b) Those who elect Union Membership shall, as a condition of employment, remain members of the Union for the duration of this Agreement. When the Employer is notified by the Union in writing that an employee who has elected Union Membership has failed to tender the Union initiation fee or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the employer shall, within two (2) working days, terminate such employee. Such employee shall not be re-employed by the Employer during the life of this Agreement unless the employee becomes a member in good standing in the Union as defined by law.

Section 2. Hiring of Employees

(a) There shall be no discrimination against any employee or applicant for employment based on his/her race, color, creed, national origin, marital or veteran status, handicap, age, sexual orientation, religion, or sex.

(b) The Employer may notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Employer will not discriminate against any applicant referred by the Union.

(c) The Employer will notify the Union Office and Shop Steward of the name, address, social security number, classification and date of hire within ten (10) days from the date of hire.

ARTICLE III - MANAGEMENT SECURITY

Section 1. Management

The right to hire, retire, discipline, suspend or discharge, transfer, maintain efficiency of employees, promote, and to layoff employees because of lack of work or for other legitimate reasons, is vested exclusively in the company provided that this will not be exercised in violation of the terms of this Agreement or be used for the purpose of discrimination against any member of the Union as such. In addition, the management of the plant, the control and regulation of the use of all equipment and other property of the Company, the direction of the working force, the making of rules not in conflict with the Agreement, and the operations at the plant, the products to be manufactured, the location of the plant, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility and prerogative of the Company. It is not by the foregoing recitation to limit any of the normal or usual functions of management or to define all such functions. The Company shall exercise the functions and duties and responsibilities of management without interference or hindrance by the Union or its members.

Section 2. No Strike - No Lockout

(a) During the life of this Agreement the Union will not cause a strike or production stoppage of any kind, nor will any employee or employees take part in, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provision is made herein.

Likewise, the Employer agrees that there shall be no lockouts during the life of this Agreement provided the Union follows the Grievance Procedure for which provision is made herein.

Section 3. Employee Considered as Quit

In the event an employee or group of employees violates the provisions of this Article, he/she or they shall be deemed to have quit their employment. If such an employee or group of employees are re-employed by the Employer, any restoration of benefits shall be by mutual agreement with the Union.

ARTICLE IV - WAGES AND CLASSIFICATIONS

Section 1. Wages

Minimum wages for classifications of employees covered by this Agreement are set forth in Appendix "A", which is a part of this Agreement. Premium wage rates over and above the minimum wage rates may or may not be paid by the Employer.

Section 2. Definition of Job Classifications

Definitions for job classifications contained in the wage structure (Appendix "A") are set forth in Appendix "B" which is a part of this agreement.

Section 3. Pay Periods

Wages will be paid every week. There shall be no unreasonable delay in the payment of wages on payday. When payday falls on a recognized holiday, the day preceding the holiday shall be considered pay day. Should pay day be on Friday, employees on second or third shift shall be paid no later than the termination of their shift preceding Friday day shift.

Section 4. Deductions from Pay

There shall be no deductions from employees' pay covered by this Agreement except as provided in this Agreement or as required and in the manner prescribed by law.

ARTICLE V – APPRENTICES

Section 1. Acceptance of Standards

The Joint Apprenticeship Committee shall govern all Tool and Die Apprentices.

Section 2. Pay for Apprentices

Apprentices shall be paid not less than the following percentages of the Journeypersons Tool and Die Makers' wage rates -

1st six months40%	7th six months.....70%
2nd six months45%	8th six months75%
3rd six months 50%	9th six months80%
4th six months55%	10th six months85%
5th six months60%	11 th six months.....90%
6th six months65%	12 th six month.....95%

Thereafter - Journeyperson Rate

Section 3. Ratio and Rules

There may be (1) Apprentice for every approved shop, provided, however, that the total ratio shall not exceed one (1) Apprentice for one (1) Journeyperson Tool and Die Maker.

In exception to the above, a plant which is not currently training Apprentices shall not indenture an Apprentice as required above while there are Journeyperson Tool and Die Makers on layoff and subject to recall to their plant.

In the event that work becomes slack and it is necessary to lay off Journeypersons, an appropriate number of Apprentices will also be laid off so that the ratio of Apprentices to Journeypersons does not exceed one (1) Apprentice for each Journeyperson employed.

Section 4. Seniority for Apprentices

When an Apprentice has completed his/her formal training program, the Employer reserves the right to terminate the Apprentice or retain him as a Journeyperson. The Employer will notify the Apprentice two (2) calendar weeks prior to the actual date of termination. If the Employer elects to retain the employee as a Journeyperson, such employee shall carry the seniority acquired as an Apprentice to his/her Journeyperson classification.

If an apprentice is terminated and rehired within one (1) year, he/she will be given full seniority credit for his/her time worked as an apprentice at that company.

Section 5. Termination of Apprentices

Following the probationary period set forth by the Joint Apprenticeship Committee, no Apprentice shall be laid off or be permitted to leave his/her employment without the approval of the Joint Apprenticeship Committee provided, however, that nothing in this section shall prevent an Employer from discharging an Apprentice for just cause other than failure to comply with the Joint apprenticeship Standards which are within the jurisdiction of the Committee. Any discharge shall be reported immediately to the Joint Apprenticeship Committee. Should the Joint Apprenticeship Committee or the Union desire to appeal this discharge, it shall be appealed to Step 3 of Article XII, Grievance procedure within three (3) working days following the date the Secretary of the Joint Apprenticeship Committee receives the report of the discharge.

Section 6. Pre-Apprentice Helper Program

Under this program Joint Apprenticeship Committee approved Pre-apprenticeship Helpers may be hired by a Company and placed into work-experience assignments which will prepare the helper for successful entry into the regularly Indentured Apprenticeship Program. The Pre-apprentice Helper will be expected to attend night school in related subjects at least two (2) nights a week for the duration of his/her training. Such training will be evaluated by the Joint Apprenticeship Committee for credit at the time of entry into the Apprenticeship Program. The training time will consist of three (3) six (6) month training periods and during such training periods the Pre-apprenticeship Helper will accumulate no seniority and may be dropped from the Pre-apprenticeship Helper Program at any time during the training periods. Waiver of a portion of the training period will be permitted at any time.

Except for seniority rights, Helpers will receive other contractual benefits such as insurance coverage, vacation accumulation, and holidays. Pension contributions shall be in accordance with the provisions of Article XVI, Pension Program.

The Company will submit to the JAC the progress reports of the Pre-apprenticeship Helpers at the completion of the 1st and 2nd six (6) month training periods.

Upon successful completion of the Pre-apprenticeship Helper training program successful candidates may be recommended to the JAC for acceptance into the Indentured Apprenticeship Program.

Pre-apprenticeship Helpers' pay scale will commence at forty percent (40%) of the Journeyperson Tool and Die Maker rate with additional ten percent (10%) increases at the end of each of the two (2) six (6) month training periods.

Selection of candidates for the Pre-apprenticeship Helper Program and the regularly Indentured Apprenticeship Program will be done in a manner consistent with the Company's and the Joint Apprenticeship Committee's Affirmative Action Programs.

ARTICLE VI - HOURS AND SHIFTS

(a) Except as provided in Section 5, Call-In Pay, this Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

(b) Except as provided in Section 2, eight (8) hours continuous employment, exclusive of a lunch period between the hours of 7:30 A.M. and 4:00 P.M. shall constitute a day's work; forty (40) hours shall constitute a week's work between 7:30 A.M. Monday to 4:30 P.M. Friday. In exception to the above, the Union agrees to make an exception of one (1) hour's starting time for a limited number of employees (one to a shop or 2% of total employees) on a regular shift basis.

(c) The Employer provided the Union is given forty-eight (48) hours advance notice of such change may change regular shift starting time and regular workweek.

d) The Employer's past practice of accommodating an employee's request for an excused absence shall continue.

Section 2. Shifts and Shift Differentials

(a) First or regular day shift – A consecutive eight (8) hour period, between the hours of 7:30 A.M AND 4:00 p.m., exclusive of a lunch period on the employee's time.

(b) Second and third shifts – Should a second shift or a third shift be established, the Employer will give advance advice to the Union of the starting time of such shifts. Employees assigned to the second or third shifts shall be paid a shift differential for time worked on such shift. (See Appendix "A")

Section 3. Transfer to Another Shift

(a) Employees transferred from one shift to another shall be given twenty-four (24) hours notice or shall be paid overtime for the first shift so worked. Change of shift shall not result in any loss of time to an employee, and when the employee is transferred from one shift to another with the requisite twenty-four (24) hours notice and where the transfer is for more than one shift, no overtime pay shall be required. When an employee is transferred from one shift to another, for one shift only, he/she shall be compensated at overtime rate. In all cases of transfer, the employee affected shall have a minimum rest period of seven (7) hours between shifts.

(b) Shop Stewards or Acting Shop Stewards shall not be transferred from the shift to which they are assigned while work they are capable of performing is available.

Section 4. Overtime

(a) Hourly work over eight (8) hours per day or forty (40) hours per week will be paid for at the rate of one and one half (1-1/2) times the hourly rate.

(b) The Union recognizes that a certain amount of overtime is required in the Employer's operations due to production needs and customer demands. The Employer recognizes the right of individual employees to accept or refuse overtime work. It is agreed however, that the concerted refusal of a group of employees to work overtime would be a violation of Article III.

Section 5. Call-in and Call-back Pay

(a) Any employee called and/or reporting for work at the beginning of his/her regular shift shall receive either four (4) hours of work or four (4) hours pay at the applicable rate, provided he/she does not leave sooner of his/her own accord. Any employee who works more than four (4) hours on his/her regular shift shall receive either work or pay at the applicable rate for the balance of such shift, provided he/she does not leave sooner of his/her own accord.

(b) On Saturdays, Sundays and Holidays, any employee called and reporting for work shall receive not less than four (4) hours of work or four (4) hours of pay at the applicable rate, provided he/she does not leave sooner of his/her own accord. If such employee works more than four (4) hours on such shift, he/she shall be paid for the actual hours worked by him in excess of four (4) hours at the applicable rate.

(c) The above provisions for call-in pay shall not apply when work is not available by reason of acts of God, fire, flood, or any cause beyond the control of the Employer.

(d) An employee shall be deemed as requested to report on his/her regular shift unless notified by an authorized Employer Representative to the contrary at the close of the previous day's work, or by actual notice not later than twelve (12) hours before the beginning of his/her next regular shift. In the event an employee has been absent for any reason, this section shall not apply unless he/she has first contacted his/her supervisor and is notified when to report for work.

(e) An employee who has left the Employer's premises and is called back to work by the Employer after the termination of his/her regular shift shall receive not less than four (4) hours work or four (4) hours pay at the overtime rate.

(f) An employee shall not be required to stand by for a call back to work after the termination of his/her regular shift.

Section 6. Travel Time

All time taken up in traveling to and from outside work, not to exceed eight (8) hours per day, computed from 8:00 A.M. to 8:00 A.M., shall be paid for at straight time, plus actual and necessary expenses until destination is reached and the employees have returned to their places of regular employment. If employees are required to travel on overtime days, they shall be paid travel time at overtime rates. First class transportation shall be provided or allowed. In the case of air travel, custom coach shall be considered first class transportation and shall be provided whenever it is available. Otherwise regularly scheduled air coach may be used. Air travel accident insurance shall be provided by the Employer.

In no event shall an employee be paid under this provision less than the amount required by the applicable provisions or interpretations of the Fair Labor Standards Act as amended.

ARTICLE VII - HOLIDAYS

Section 1. Recognized Holidays

There shall be ten (10) paid holidays in each contract year (October 1, 1999 - April 30, 2003).

1999	Labor Day, Thanksgiving Day; the Friday after Thanksgiving Day, Christmas Eve, Christmas Day, Fixed Floating Holiday.
2000	New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, Fixed Floating Holiday.
2001	New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, Fixed Floating Holiday.
2001	New Year's Day, President's Day, Memorial Day, Independence Day.

Holidays may be rearranged by mutual agreement between the Company and a majority of their employees.

The Employer has the option to make cash payment in lieu of the tenth paid holiday.

Section 2. Qualifying Conditions

(a) The employee has been in the employ of the Employer for twenty-one (21) days worked proceeding the day on which the holiday is observed.

(b) The employee worked the regularly scheduled workday prior to and the regularly scheduled workday following the holiday. If the employee worked some time during the two (2) calendar weeks preceding the week in which the holiday occurred, he/she will receive pay notwithstanding absence on the work day prior to or the work day following, where such absence was due to -

1. Industrial accident;
2. Bona fide illness covered by a doctor's certificate;
3. A temporary layoff which extends ten (10) working days or less after the day on which the holiday occurred;
4. Absence approved by the Employer.

Should an employee be absent following a paid holiday due to circumstances beyond the control of an employee, the Employer will consider the substance of the case to determine eligibility for holiday pay.

Section 3. Holiday on Saturday and Sunday

If a holiday set forth above falls on Saturday, the preceding Friday shall be observed as the holiday; if a holiday set forth above falls on a Sunday and is observed by the Nation on the Monday following, said holiday will be paid for under the conditions contained in this Article.

Section 4. Holidays during Vacations

When one of the paid holidays occurs within an employee's vacation period, he/she shall be required to take an additional day's vacation and he/she shall receive holiday pay as provided in this Section, in addition to his/her vacation pay, provided he/she works the last scheduled work day prior to and the regularly scheduled work day following his/her vacation period. The exceptions in Section 2 (b) above shall also apply to this Section.

Section 5. Pay for Work on a Holiday

Employees who qualify for holiday pay in accordance with Section 2 above shall receive double time in addition to the holiday pay for work performed on any of the recognized holidays.

Section 6. The Day before New Year's

The following shall apply only to the day preceding New Year's Day:

When more than one (1) shift is regularly scheduled, the shift hours may be rearranged to permit second and third shift employees to celebrate New Year's Eve. Such rearrangements shall not constitute a transfer of shift.

ARTICLE VIII - VACATIONS

Section 1. Eligibility

Each full time regular employee is entitled to vacation days based on continuous employment at active work. Active work includes time paid for vacations and holidays.

Section 2. Vacation Calculations

Time Continuously Employed
At Active Work

Days of Vacation

Over 1 but under 3 months	1
Over 3 but under 6 months	2
Over 6 but under 8 months	3
Over 8 but under 10 months	4
Over 10 but under 1 year	5
Over 1 but under 2 years	10
Over 2 but under 5 years	11
Over 5 but under 7 years	13
Over 7 but under 10 years	14
Over 10 but under 15 years	15
Over 15 but under 25 years	20

Section 3. Vacation Period

(a) Each vacation day shall be of eight (8) hours duration. Vacation hours are accrued weekly according to the above schedule. Your supervisor must approve all vacation dates. Your supervisor is to be notified 30 days prior to desired vacation days. Vacation application forms and accrued vacation time reports will be available.

(b) The Company may close down the die shop for vacation provided the shutdown is announced sixty (60) days in advance of the die shop close down. Should an employee have a pre-planned vacation reservation or financial commitment at a date different than the die shop close down, he/she will be permitted a leave of absence for the pre-planned vacation.

If there is no shut down, employees will, with due consideration of the needs of the business, be permitted to take their vacation at the times they request.

ARTICLE IX - SENIORITY**Section 1. Seniority Rules**

(a) The first sixty-three (63) days worked for each new employee shall be a probationary period provided that if, at the end of said period, the Employer has any doubts as to the employee's qualifications, the Union will, upon written request, extend said probationary period for an additional twenty one (21) days worked. The employment of any employee may be terminated as not qualified at any time during the additional twenty one (21) day period without being subject to the Grievance Procedure. Seniority for each employee will start after he/she has completed his/her probationary period and will date back to the beginning of his/her current employment.

(b) An employee's seniority is defined as his/her length of continuous service with the Employer. It shall be applied as follows:

- 1) In the event that work becomes slack and the Employer deems it necessary to reduce the working force the Employer will select the employees to be laid off on the following basis:
 - a) Probationary employees shall be laid off first, provided there are senior employees who are available and capable of doing the job;
 - b) Length of service, and
 - c) Qualifications of the employee for the job; in the event all factors are substantially equal, length of service shall control.
- 2) In rehiring and recalling, the last employee laid off shall be the first to be rehired.
- 3) Employees retained or rehired because of seniority must be willing, competent, and qualified to perform the work remaining to be done

Section 2. Loss of Seniority

Continuous service shall be broken and recall rights forfeited by:

- (a) Failure to report for work within five (5) calendar days (or other agreed time in specific instances) after the date of notification of recall sent to the last address supplied by the employee to the office designated by the Employer. (Copy of recall notice to be sent to the Union).
- (b) Absence from work for a period equal to an employee's length of continuous service with the Employer up to a maximum of six (6) consecutive months.
- (c) Voluntary quit.
- (d) Discharge for cause.
- (e) Failure to report for work for a period of three (3) working days without giving a satisfactory explanation.

Section 3. Notice of Layoff

(a) The Union and the Shop Steward will be notified two (2) days prior to any layoff except where conditions beyond the control of the Company make it impossible to give such notice, but in no event less than one (1) day prior to any layoff.

(b) On the date that employees are laid off or terminated, the Union shall be notified in writing of the names and classifications of all employees laid off or terminated and the date such layoff or termination occurred.

Section 4. Leaves of Absence

(a) In cases of established emergency, such as death in the immediate family, the Employer will grant a leave of absence for a reasonable period of time.

(b) In all cases where leaves of absence are granted by the Employer to employees covered by this Agreement, the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence. In the event a leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who does not return or overstays a leave of absence will be considered to have quit his/her employment and if rehired shall be considered as a new employee.

(c) Provided it will not interfere with the efficient operation of the plant, the Employer, upon written request of the Union, will grant a leave of absence to an employee for official Union business, such leave not to exceed six (6) months.

Section 5. Information Furnished the Union

Within ninety (90) days subsequent to the signing of this Agreement, the Employer shall furnish the Union with a seniority list covering all employees within the bargaining unit listing their names, classifications and status. (Active, Leave of Absence, Layoff, etc.)

When the Union requests the Employer in writing, then he/she shall furnish a revised, up to date seniority list. Such request shall not be made more often than once in any calendar year.

Section 6. Promotions Outside the Bargaining Unit

Except in the case of an employee who becomes a member of another union within the plant, any employee transferred or promoted to a position in the plant which is outside the bargaining unit, shall be credited, for seniority purposes, with seniority at the time of his/her promotion out of the bargaining unit, such credit to remain in effect for a period not to exceed two (2) years. However, the employee shall not accrue seniority credit while outside the bargaining unit.

ARTICLE X - UNION REPRESENTATION

Section 1. Union Representation

(a) Stewards Provided For - For the purpose of representation within a plant, the Union shall be entitled to a reasonable and adequate number of Stewards, who shall restrict their activities to the handling of grievances or other activities directly related to the interpretation or application of this Agreement, and in this connection shall be allowed a reasonable amount of time for this purpose.

(b) Business Representative to act for Steward - Where for any reason a plant does not have a Steward, Union members may be represented by a Business Representative of the Union who may process a grievance in place of the Steward. The Union will make every reasonable effort to maintain an active Steward with credentials and authority to act as such.

(c) Access to Establishment - Business Representatives of the Union, for performance of official Union duties, upon application to the offices of the Employer, shall be permitted to enter the Die Shop of the Employer at any time during working hours. The Business Representative shall not unreasonably interfere with the normal work duties of employees or the operation of the plant.

Section 2. Bulletin Board

The Company will provide a bulletin board in the Die Shop for the Union, which board may be used for posting notices approved by the Management and signed by the Business Representative of the Union, and restricted to:

- a) Notice of Union recreational and social affairs
- b) Notices of Union elections, appointments and results of Union elections

- c) Notices of Union meetings, or
- d) Such other notices of bona fide Union activities as may be mutually agreed upon

There shall be no distribution or posting of pamphlets, advertising matter or any other kind of literature upon company property other than as herein provided, unless mutually agreed upon by the Company and the Union.

ARTICLE XI – GRIEVANCE PROCEDURE

Section 1. Grievance Defined

A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees, the Steward or Stewards for the Union concerning rates of pay, hours or working conditions set forth herein, or the interpretation or application of this Agreement. All grievances shall be processed in accordance with the following procedure.

Section 2. Grievance Procedure

Step 1 - Oral Procedure - No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Shop Steward with the immediate foreperson or supervisor who will attempt to settle the matter. If the alleged grievance is not settled it shall be reduced to writing and processed directly into Step 2 at which time it is considered an official grievance and subject to the time limits set forth herein.

Step 2 - Steward and Foreperson - (Written Grievance) The Shop Steward shall take up the grievance with the immediate foreperson or supervisor who will attempt to adjust the grievance and the Company will render a decision in writing within two (2) working days from the time of its presentation to him. When an unsatisfactory answer is received the grievance may be referred to Step 3 in writing. If the grievance is unanswered at the expiration of two (2) working days, the grievance will automatically be referred to Step 3.

Step 3 - Business Representative and Management - The Business Representative or authorized Union Representative (not a Shop Steward) and an authorized representative of the Employer shall meet with the Employer or the Company's representative authorized to handle such matters, within five (5) working days. The Company or the Union shall render an answer in writing within five (5) working days after such meeting. When an unsatisfactory answer is received, the grievance may be referred directly to Arbitration, Step 4. The decision for Arbitration must be made in writing within five (5) working days.

Step 4 - Arbitration –

(a) Organization of Arbitration Committee - Upon receipt of a written request for arbitration of a grievance or dispute under this procedure, one member representing the Employer and one member representing the Union shall be named to the Arbitration Committee. They shall meet within three (3) working days to choose an Impartial Chairperson of the Arbitration Committee and to arrange for the time and place of arbitration to take place within the following seven (7) working day period.

(b) Selecting an Impartial Chairperson - In the event that agreement cannot be reached on an Impartial Chairperson within the three (3) working day time limit set forth in paragraph (a) above, the Federal Mediation & Conciliation Service shall be requested to submit a panel of five (5) established arbitrators from the States of Washington, Oregon and California. Both the Employer and the Union shall have the right to strike two (2) names from the panel submitted by the FMCS. The remaining name on the panel shall automatically become Impartial Chairperson of the Arbitration Committee. This selection of the Impartial Chairperson shall be made within six (6) days after the Employer and the Union members of the Arbitration Committee cannot reach agreement on an Impartial Chairperson. The selection of an Impartial Chairperson so made will be equally effective as if made directly by the parties hereto.

(c) Decision is Binding - The decision of the majority or the Arbitration Committee shall be final and binding on the Employer and the Union, such decision shall be within the scope and terms of this Agreement but shall not add to, subtract from, alter or change the scope and terms. The decision shall be rendered in writing within ten (10) days from the time of presentation to the Arbitration Committee and shall specify the effective date of the decision.

Section 3. General Rules -

(a) The expenses authorized and incurred by the Arbitration Committee shall be borne equally by the parties.

(b) Time limits may be extended by mutual agreement.

- (c) In the event the Union, as such, has a grievance, the grievance shall be processed directly into Step 3.
- (d) Any Grievance shall be considered settled unless it is referred in writing to the next succeeding step within five (5) working days from the date a written decision is given on the grievance.
- (e) Grievances regarding alleged improper discharge or layoff must be filed within three (3) working days after such discharge or layoff. Other grievances shall be without effect and void unless presented in writing to the lowest applicable step within fifteen (15) days from the date of occurrence or within fifteen (15) days from the date the employee, employees or the Union first acquire, or by ordinary observation, should have acquired, knowledge of the fact or facts upon which the grievance is based. Retroactive pay shall be limited to a maximum of thirty (30) working days except in cases of willful violation of contract, the Arbitrator may waive the thirty (30) working day limitation on retroactivity.

ARTICLE XII - WORKING CONDITIONS

Section 1. Industrial Accidents

When an employee is injured so seriously as to require that an authorized representative of management excuse him/her from work, he/she shall be paid for the balance of the shift on which the industrial injury occurred.

When, after the employee returns to work, there is a bona fide recurrence of the injury on the job and an authorized representative of management, acting on the recommendation of a doctor, excuses the employee from work, he/she shall be paid for the balance of the shift.

Employees who are working after having a compensable injury or illness who are required to receive medical treatment for such compensable injury or illness shall arrange such appointments after working hours when acceptable or appropriate to the medical facility.

Section 2. Safety Rules - In the interest of maintaining high standards of safety, and to minimize industrial accidents and illness, the following is agreed:

- (a) The Employer will comply with all State and Federal Safety and sanitary laws. Suitable washrooms with soap and towels shall be maintained and kept in clean and sanitary condition.
- (b) Adequate safety devices shall be provided by the Employer and when such devices are furnished, it shall be mandatory for employees to use them.
- (c) No employee shall be permitted to work alone in the shop or in any isolated spots in the shop, which are beyond the call or observation of other persons.
- (d) Where an Employer has a safety program and requires an employee to wear safety glasses, the Employer shall provide standard safety frames and non-prescription lenses and it is mandatory that the employee wear them provided that the condition of his/her eyes is such that he/she does not require prescription glasses. When an employee requires prescription glasses, the Company will pay for the prescription safety glasses, to be provided by Superior Vision Services according to their "standard selection" fee schedules. Sideshields must be worn. Replacement lenses and/or frames will be paid for by the Company in the event of irreparable damage or a change in prescription.
- (e) Adequate heat and ventilation shall be provided where practical.
- (f) If the Employer requires employees to perform welding, he/she shall furnish colored glasses for welders' hoods and goggles.
- (g) No employee shall be discharged or disciplined for refusing to work on a job if his/her refusal is based upon the claim that said job is not safe or might unduly endanger his/her health until it has been made safe and will not unduly endanger his/her health.

Section 3. Physical Examinations

(a) In the interest of safety and to protect the health of the employees, the Employer may require prospective employees to submit to a medical examination at the Employer's expense.

(b) At any time following the hiring of an employee, the Employer may require the employee to take a physical examination. The intention here is to avoid having employees on jobs which might jeopardize their health or the safety and health of others.

Should the medical examination disclose such conditions, the Employer will make every effort to assign the employee to other work in his/her classification and within his/her capability. When such other work is not available, the employee may be removed from the payroll and the case taken up with the Business Representative of the Union. If no agreement is reached within five (5) working days after the Employee returns to work, the Union may refer the matter to the Grievance Procedure.

When available to the Employer, a copy of the medical report will immediately be furnished to the employee.

The Employer shall pay the cost of medical examinations.

ARTICLE XIII - MISCELLANEOUS SUBJECTS

Section 1. Assignability -

(a) Before any sale, assignment, or other change in name of ownership is made by an Employer party to this Agreement, the Union shall be notified in writing of the contemplated sale, assignment or change at the time of filing of the NOTICE OF INTENT TO SELL. The new ownership shall be fully informed as to all terms and conditions of this Agreement.

(b) The Employer party to this Agreement will do everything in its power to see that employees covered by this Agreement do not suffer a loss of benefits provided by this Agreement through sale, assignment or other change in name of ownership.

Section 2. Savings Clause

In the event any clause or provision of this Agreement should become invalid by reason of present or future legislation, such legislation shall not invalidate the other provisions of this Agreement.

Section 3. Outside Work

The Employer and the Union agree that any employee who engages in the manufacture or repair of tools, dies, jigs, fixtures, gages, models, and/or experimental work for a company other than his/her primary employer, shall be subject to disciplinary action ranging up to and including discharge.

ARTICLE XIV - GROUP INSURANCE, HOSPITALIZATION, SURGICAL AND MEDICAL PROGRAM

Employees shall have the option to participate in either the program of benefits offered by the Union or the Medical, Dental, Life Insurance and Long Term Disability Plans that are offered by the Company.

For those employees electing to have their coverage through the Company Plan, there will be no employee contribution so long as the cost remains below that of the Union.

For those electing to have their coverage under the Union, employees will pay the difference between the cost of the Union plan and the cost of the Company plan.

The following eligibility and contribution provisions shall apply to employees covered under either the Union or under the Company program.

- (a) Employees are eligible for group insurance upon successful completion of the probationary period.
- (b) When an employee is on leave of absence, for any reason, the Company will continue to pay the monthly premiums for twelve (12) weeks, in accordance with State & Federal Family Leave Acts. Thereafter, employees can elect to continue their coverage, at their own expense, according to Federal COBRA regulations.
- (c) Coverage for employees will terminate at the earliest of any of the following dates:
 1. The date the plan is discontinued;

2. The date the Employer ceases to participate in the plan;
 3. The date of entry into full-time military, naval, or air service;
 4. The last day of the month in which employment terminates, except that life insurance benefits will remain in force thirty-one (31) days following termination of employment. The present life insurance provisions providing for conversion of insurance at the option of the employee at his/her expense will be continued;
- (d) Upon termination of employment, employees can elect to continue their medical and dental coverage, at their own expense, for eighteen (18) months, in accordance with federal COBRA requirements.;
- (e) Part-time employees (those who are hired to work twenty (20) hours a week or less) are excluded from the coverage provided by this Article XV.

ARTICLE XV - PENSION PROGRAM

The company agrees that employees covered under this agreement shall be included in the Wyman Gordon Pension Plan under the terms of that plan.

ARTICLE XVI – SICK LEAVE PLAN SUPPLEMENTING S.D.I. WORKERS’ COMPENSATION INSURANCE

The Sick Leave Plan Supplementing S.D.I. or Workers’ Compensation Insurance for employees covered by this Agreement is set forth in Appendix “C” which is a part of this Agreement.

ARTICLE XVII - PLANT RELOCATION AND SEVERANCE PAY

1. If an individual Employer covered by this Agreement:
 - a). Closes his plant or the Die Shop or moves his/her plant or the Die Shop outside the nine (9) Bay Area Counties, and;
 - b). This Closing or moving results in the termination of employees covered by this contract; the individual Employer shall pay severance pay to said employees as follows:
 - i. Less than one (1) year of continuous service - no severance pay.
 - ii. One (1) full week’s pay (forty (40) hours straight-time at the classification rate of pay) for every year of service up to a maximum of twelve (12) weeks.
2. If the Employer moves his/her plant or the Die Shop within the nine (9) Bay Area Counties, the Employer will continue to recognize the Union and employees may take their seniority rights with them to the new location; but shall receive no severance pay.
3. The Employer will pay up to three (3) premiums for the benefits set forth in Article XV of this Agreement for employees who receive severance pay provided those employees are not covered by another Employer paid plan providing these benefits. In order to receive these benefits, the employee must furnish proof (such as his slip of unemployment compensation) within ten (10) days after the first of the month of termination to the Company or Union that he is not covered for these benefits for each of the three (3) months following his termination.
 - a). The Employer shall notify the Union in writing at least thirty (30) days prior to the closing or moving of his/her plant and the consequent termination of covered employees. Should the above plant movement or closing be the result of causes beyond the control of the Employer, the thirty (30) days notice shall not apply.

ARTICLE XVIII-DISCIPLINE/DISCHARGE

Section 1

No employee covered by this Agreement shall be suspended, demoted, discharged or otherwise disciplined except for just cause.

Section 2

The Company agrees to abide by the practice of progressive counseling in matters involving the discipline of employees. Progressive counseling shall consist of a minimum of one oral and one written warning, and then at least one suspension of up to a maximum of three days without pay prior to any discharge. In matters of a particularly serious or severe nature, the Company may take disciplinary action without regard to progressive counseling.

Section 3

In the event of any discipline, including oral warnings, the affected employee shall be given written notice of the reasons therefore and two copies of the same shall be given to the Union Representative. If the Union believes any such action to be unjustified, the matter shall then be considered as a grievance and shall then be handled in accordance with Article 12.

Section 4

The Company shall afford the employee the right to have a Local Union Representative present at any interview at which disciplinary action is announced and/or at which an investigation is conducted which the employee believes may lead to the taking of disciplinary action against the employee by the Company. All counseling of employees shall be implemented within ten (10) workdays after the occurrence of the facts giving rise to the discipline or within ten (10) workdays after the Company should reasonably have become aware of the facts or circumstances giving rise to the discipline, whichever is later.

Section 5

Once disciplinary action has been taken and the problem corrected, within (18) months of the action taken, the disciplinary step of progressive counseling will be removed.

Section 6

The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.

ARTICLE XIX – 401K

The Employer agrees to provide a 401(k) plan on the same basis as other employees.

ARTICLE XX– DURATION OF AGREEMENT

- a) This Agreement shall become effective August 1, 1999, and will continue through July 31, 2003.
- b) The parties shall meet not later than forty-five (45) days prior to August 1, 2003, for the purpose of negotiating a new Agreement.
- c) It is agreed that all matters subject to collective bargaining have been discussed and disposed of during negotiations arriving at this contract and both parties agree that there shall be no further bargaining on any matter whatsoever during the term of this Agreement.
- d) This Agreement when signed shall supersede and replace all prior agreements and understandings affecting the employees covered hereby.
- e) In Witness whereof the parties hereto have executed this Agreement, by their respective officers duly authorized to do so.

FOR THE EMPLOYER

FOR THE UNION

Gregory Lawless
V.P. Wyman Gordon Castings

William B Harvey
Secretary-Treasurer

International Representative

APPENDIX A - WAGES

<u>Classification</u>	<u>Eff.</u> 8/1/99	<u>Eff.</u> 8/1/2000	<u>Eff.</u> 8/1/2001	<u>Eff.</u> 8/1/2002
Tool & Die Maker	\$24.52	\$25.02	\$25.52	\$25.92
Tool & Machine Repairperson 1 st 63 days worked Thereafter				
Tool & Die Machinist (75% of Tool & Die Maker Wage Rate)	\$18.39	\$18.77	\$19.14	\$19.44
Die Maintenance Machinist 1 st 63 days worked Thereafter				
Helper 1 st twelve months Thereafter				

APPENDIX B – DEFINITIONS OF JOB CLASSIFICATIONS

TOOL AND DIE MAKER – MOLD MAKER

A person who has served a five year apprenticeship as a Tool and Die Maker or its equivalent. He/she must be able, when directed by the Employer, to perform any work required of a skilled Tool and Die Craftsperson. His/her primary function is to design, produce, inspect, repair or maintain, plan or alter within the required tolerances with or without drawings, tools, templates, gages, jigs, fixtures, metal patterns, cavity work on plastic, die casting and synthetic molds, precision measuring instruments, and all types of dies for forming, drawing, forging, and stamping. He/she builds special machines, which require special tooling, and maintains only the special tooling as defined in our certification. He/she may also do appropriate work on models, development, experimental, surface plate and bench work normally and usually performed by a Tool and Die Craftsperson. He/she is capable of operating standard machine tools, heat treating, grinding, laying out, fitting, assembling and performing all other necessary operations thereto within the required tolerances.

Leadpersons

Leadpersons will be selected and specifically assigned as needed by the Employer.

It is intended that Leadpersons shall be Working Leadpersons and shall perform regular work assignments as well as having the responsibility for providing guidance, direction and instruction to his/her assigned group for which he/she shall be paid five percent (5%) to ten percent (10%) above the contract base rate of the highest classification led, at the Employer's discretion.

Die Maintenance Machinist

Perform mechanical repair functions on wax injection dies including the following:

Repair worn, broken, or otherwise damaged dies as required by production departments (not including cavity modifications).

Develop the ability to mechanically alter wax injection dies. Such items as ejector pin replacement, air cylinder modification, replacing taper pins and locators, etc. will be required.

Become proficient at preparing dies for automatic operation. Die set-up on PFI automatic wax machines will be required.

Responsible for building gate dies as needed.

TOOL AND DIE MACHINIST

A person in shops employing Tool and Die Makers who has served an apprenticeship of four (4) years as a Machinist or its equivalent, who may perform all machining operations on parts of tools, dies, jigs, fixtures, gages, model parts, models and instruments prior to grinding, heat treating or polishing; resharps cutters, and performs related duties as required; shall not operate a jig borer, Keller machine, or do jig boring work, or comparable work on other machines, and does not do grinding. He/she does not machine cavities in molds and does not set up Electric Discharge Machines or Electro-Chemical Machines

TOOL & MACHINE REPAIRPERSON

A qualified Journeyperson who is regularly assigned to repair, overhaul and maintain existing machinery and/or equipment used in the operation of the Employer's plant and make such parts therefore as are within his/her capacity and ability and who, in the course of his/her employment, works with the aid of hand or machine tools, with or without drawings, laying out his/her work when necessary, setting up machines and working to specified tolerances.

A regularly employed Tool & Machine Repairperson may be required to move, dismantle, assemble and install machinery and/or equipment in the Employer's plant.

A regularly employed Tool & Machine Repairperson may be required to service, dismantle, maintain, and repair machinery or equipment outside the Employer's plant, where machinery is leased, sold or serviced by the Employer.

HELPER

An employee in a Tool & Die Shop whose work functions are illustrated by, but not limited to the following:

1. Material handling and related functions.
2. Tool Crib Attendant duties.
3. Production Machine operations where the set up is performed by a Tool & Die Maker or Tool & Die Machinist. However, he/she may make adjustments incidental to the operation.
4. Assisting Journeyperson Tool & Die Makers and Tool & Die Machinists in the performance of their duties.
5. May perform duties of an unskilled nature.

A Helper performs support functions, under direct supervision, as needed.

A Tool & Die Helper shall not replace a Journeyperson or an Apprentice. No more than three (3) Helpers will be employed at any given time.

**APPENDIX C - SICK LEAVE PLAN SUPPLEMENTING S.D.I.
OR WORKERS' COMPENSATION INSURANCE**

Section 1. General Purpose

The general objective of this plan is to provide employees with wage stability during long term illness or injury. This protection shall cover only that number of days, weeks or months (as set forth in Section 2 below) during which the employee would have been working had the employee not been disabled. This program will provide weekly benefit levels on a seven-day basis in accordance with the formula set forth below. These weekly benefits are integrated with benefits received from the California Unemployment Disability Fund or Workers' Compensation benefits. The daily benefit will be one-seventh of the weekly benefit.

Classifications

Weekly Benefit

Tool & Die Maker	\$600
Tool & Die Machinist	\$450

Section 2. Eligibility and Duration of Benefits

All employees must complete one full year of service from last date of hire to be eligible for any benefits under this Plan. Eligibility and duration of benefits will be determined as follows --

- (a) Employees with MORE than one year of service:

Length of Service

Number of Days Supplemental

Sick Leave Benefits

01 year but less than 2 years	14 Calendar days
02 years but less than 3 years	28 Calendar days
03 years but less than 5 years	56 Calendar days
05 years but less than 10 years	91 Calendar days
10 years and over	182 Calendar days

- (b) The benefits of this plan shall not be paid to any employee who ceases active full time work for any reason other than an illness or accident for which he/she is paid benefits under the California S.D.I. Program or Workers' Compensation Insurance Program.

In exception to this paragraph, where an employee is on layoff and is recalled to work but is unable to work by reason of a disability which qualifies under this plan, he/she shall be eligible for benefits starting on the date he/she would have returned to work as a result of the recall.

Section 3. Eligibility and Duration of Sick Leave Benefits

- (a) Each eligible employee shall be entitled to receive supplemental sick leave pay in any sick leave year, up to the number of days as determined in Section 2, and in accordance with the schedule of benefits set forth in Section 1, provided that to qualify for any benefit in the new sick leave year, an employee must work for the employer in the new sick leave year, a number of days equal to the total number of days in the preceding sick leave year for which sick leave benefits were paid.

- (b) Employees who are on disability on their anniversary date, shall be entitled only to the number of days as determined in Section 2, to which they were entitled on the day they ceased active full time work for the Employer by reason of disability.

Such employees must return to active full time work for the Employer in the new sick leave year and re-qualify for benefits in accordance with (a) above.

- (c) The total benefits to which an employee is entitled under this plan can be applied only once during the sick leave year. If qualified sick leave absence occurs more than once during a sick leave year, the maximum benefits to which any employee is entitled will be reduced by the amount of benefits already paid during the sick leave year.

- (d) To be paid supplemental sick leave pay under this plan, the employee must be eligible for, be paid, and present to his/her employer not later than thirty (30) calendar days after his/her return to work, a copy of the

California S.D.I. or Workers' Compensation Insurance benefits paid to him. Upon presentation of this evidence to his/her employer, he/she shall receive supplemental sick leave pay as expeditiously as possible.

Section 4. General Provisions

(a) The Employer's sole obligation under this contract is to provide the benefits outlined herein and there shall be no duplicate or overlapping benefits paid under this contract, i.e., no supplemental sick leave shall be paid for any day for which the employee is also entitled to pay for any reason under this contract.

(b) Only full day sick leave payments will be made. No supplemental pay shall be paid for partial workdays lost.

(c) Working days lost for which supplemental sick leave benefits are paid and supplemental sick leave payments made under this plan shall not be considered as time worked for any purposes in this contract except as otherwise provided in Paragraph (a) 3 of Section 2 of Article VIII – Vacations.

(d) The benefits of this plan shall not apply to any disability not covered by S . Or Workers' Compensation Insurance. In any case, the waiting period provided under S.D.I. or Workers' Compensation Insurance shall apply before benefits shall be paid.

(e) Satisfactory evidence of disability is a prerequisite to participation in the benefits provided by this plan. Qualification for S.D.I. or Workers' Compensation benefits is not necessarily in and of itself considered satisfactory evidence of disability for purposes of this plan. Further, the Employer, at his/her discretion and at his/her expense reserves the right to have his/her own physician examine an employee participating or seeking to participate. If such examination reveals that there is not satisfactory evidence of disability, the benefits under this plan shall cease until the matter is resolved. If the matter is not resolved it may be referred to the Grievance Procedure.

(f) In order to qualify for benefits, the employee has the responsibility for taking all proper steps to ensure early recovery. Such steps may include the attendance of a qualified physician and the purchase of drugs, medicines, medical supplies and hospitalization service as necessary.

(g) Upon request of the Employer the employee shall furnish to the Employer, the doctor's estimate of the date that the disability will terminate and the employee will resume his/her regular or customary work.

OFFICIAL MINUTES NUMBER ONE

SUBJECT: Employer Liability for Employees' Personal Hand Tools

Should an employee's personal hand tools be stolen during a robbery where breaking and entering occurred or be destroyed by fire, the Employer will provide the replacement cost of them up to a maximum of \$1,250.00. To qualify for such coverage, the employee must give an up-to-date written inventory of personal hand tools and their value to the Employer. This inventory should be dated and signed.

D.