SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 26, 1999

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _________________ to ___________________

Commission file number 1-5560

ALPHA INDUSTRIES, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	04-2302115
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
20 SYLVAN ROAD, WOBURN, MASSACHUSETTS	01801
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (781) 935-5150

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No_____

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

CLASS	OUTSTANDING AT OCTOBER 24, 1999
COMMON STOCK, PAR VALUE $.25 PER SHARE	19,529,371

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

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ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)

	SEPTEMBER 26, 1999 (UNAUDITED)	MARCH 28, 1999 (AUDITED)
ASSETS		
Current assets		
Cash and cash equivalents	$ 19,001	$ 14,029
Short-term investments (Note 2)	109,512	9,731
Accounts receivable, trade, less allowance for doubtful accounts of $789 and $741	27,996	22,972
Inventories (Note 3)	9,192	8,773
Prepayments and other current assets	2,420	796
Deferred tax assets	2,500	6,522
Total current assets	170,621	62,823
Property, plant and equipment, less accumulated depreciation and amortization of $66,798 and $62,204	52,337	42,497
Other assets	1,498	1,361
	$224,456	$106,681
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Current maturities of long-term debt	$ 111	$ 912
Accounts payable	11,091	10,700
Accrued liabilities:		
Payroll, commissions and related expenses	5,540	7,292
Other accrued liabilities	639	1,232
Total current liabilities	17,381	20,136
Long-term debt	433	713
Other long-term liabilities	1,788	1,626
Deferred tax liabilities	3,350	3,192
Commitments and contingencies (Note 6)		
Stockholders' equity		
Common stock par value $.25 per share: authorized 30,000,000 shares; issued 19,523,971 and 16,051,311 shares	4,881	4,013
Additional paid-in capital	168,672	58,872
Retained earnings	28,049	18,276
Less - Treasury shares 42,219 and 62,379 shares at cost	88	133
Unearned compensation-restricted stock	10	14
Total stockholders' equity	201,504	81,014
	$224,456	$106,681

The accompanying notes are an integral part of these financial statements.

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(In thousands, except per share data)

	SECOND QUARTER ENDED		SIX MONTHS ENDED	
	SEPT. 26, 1999	SEPT. 27, 1998	SEPT. 26, 1999	SEPT. 27, 1998
Net sales	$ 41,769	$ 29,626	$ 80,374	$ 59,581
Cost of sales	23,356	16,763	44,856	33,895
Research and development expenses	4,698	2,891	9,084	5,913
Selling and administrative expenses	6,854	5,422	13,288	10,919
Operating income	6,861	4,550	13,146	8,854
Interest expense	(17)	(81)	(74)	(170)
Interest income and other, net	1,569	215	2,199	416
Income before income taxes	8,413	4,684	15,271	9,100
Provision for income taxes	3,029	468	5,498	910
Net income	$ 5,384	$ 4,216	$ 9,773	$ 8,190
Net income per share basic	$ 0.28	$ 0.27	$ 0.54	$ 0.52
Net income per share diluted	$ 0.26	$ 0.26	$ 0.51	$ 0.51
Weighted average common shares basic	19,423	15,772	18,178	15,741
Weighted average common shares diluted	20,594	16,131	19,230	16,116

The accompanying notes are an integral part of these financial statements.

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	SIX MONTHS ENDED SEPT. 26, 1999	SEPT. 27, 1998
Cash flows from operating activities:		
Net income	$ 9,773	$ 8,190
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization of property, plant and equipment	4,594	3,806
Deferred taxes	4,180	--
Contribution of treasury shares to Savings and Retirement Plan	561	481
Amortization of unearned compensation - restricted stock, net	4	45
Increase (decrease) in other liabilities and long-term benefits	162	(130)
Increase in other assets	(161)	(18)
Change in assets and liabilities		
Accounts receivable	(5,024)	(1,674)
Inventories	(419)	(1,653)
Other current assets	(1,624)	(716)
Accounts payable	391	418
Other accrued liabilities and expenses	(2,345)	(430)
Net cash provided by operations	10,092	8,319
Cash flows from investing activities:		
Purchases of short-term investments	(123,686)	(12,724)
Maturities of short-term investments	23,905	2,978
Additions to property, plant and equipment	(14,434)	(5,131)
Net cash used in investing activities	(114,215)	(14,877)
Cash flows from financing activities:		
Payments on long-term debt	(1,081)	(937)
Deferred charges related to long-term debt	24	(6)
Payments on capital lease obligations	--	(8)
Proceeds from sale of stock	109,485	98
Exercise of stock options	667	203
Net cash provided by (used in) financing activities	109,095	(650)
Net increase (decrease) in cash and cash equivalents	4,972	(7,208)
Cash and cash equivalents, beginning of period	14,029	14,356
Cash and cash equivalents, end of period	$ 19,001	$ 7,148

Supplemental cash flow disclosures:		
Cash paid for income taxes	$ 2,968	$ 595
Cash paid for interest	$ 76	$ 154

The accompanying notes are an integral part of these financial statements.

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1 BASIS OF PRESENTATION

The interim financial information included herein is unaudited. In addition, the financial information does not include all disclosures required under generally accepted accounting principles because certain note information included in the Company's annual report to shareholders has been omitted and such information should be read in conjunction with the prior year's annual report. However, the financial information reflects all adjustments (consisting solely of normal recurring adjustments) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods. The Company considers the disclosures adequate to make the information presented not misleading.

NOTE 2 SHORT-TERM INVESTMENTS

The Company's short-term investments are classified as held-to-maturity. These investments consist primarily of commercial paper and bonds with original maturities of more than 90 days. Such short-term investments are carried at amortized cost, which approximates fair value, due to the short period of time to maturity. Gains and losses are included in investment income in the period they are realized.

NOTE 3 INVENTORIES

Inventories consist of the following:	SEPT. 26, 1999	MARCH 28, 1999
	(in thousands)	
Raw materials	$ 3,275	$ 3,852
Work-in-process	3,917	3,034
Finished goods	2,000	1,887
	$ 9,192	$ 8,773

NOTE 4 SEGMENT INFORMATION

The Company is organized into three reportable segments as follows:

WIRELESS SEMICONDUCTOR PRODUCTS:

The Wireless Semiconductor segment designs and manufactures gallium arsenide integrated circuits and other discrete semiconductors for the global market for wireless telephone handsets, wireless data and other applications.

APPLICATION SPECIFIC PRODUCTS:

The Application Specific segment designs and manufactures a broad range of gallium arsenide and silicon devices and components for satellite, instrumentation, defense and other communications markets.

CERAMIC PRODUCTS:

The Ceramics segment designs and manufactures technical ceramic and magnetic products for wireless telephony infrastructure and other wireless markets.

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

NOTE 4 SEGMENT INFORMATION (CONTINUED)

The table below presents selected financial data by business segment for the periods indicated.

	QUARTERS ENDED		SIX MONTHS ENDED	
	SEPT. 26, 1999	SEPT. 27, 1998	SEPT. 26, 1999	SEPT. 27, 1998
Sales				
Wireless Semiconductor Products....	$26,186	$14,288	$50,184	$28,358
Application Specific Products......	7,182	9,930	13,767	19,821
Ceramic Products..................	8,401	5,408	16,423	11,402
	$41,769	$29,626	$80,374	$59,581
Operating Income				
Wireless Semiconductor Products....	$ 3,841	$ 1,455	$ 7,538	$ 2,269
Application Specific Products......	1,977	2,933	3,667	6,205
Ceramic Products..................	1,043	162	1,941	380
	$ 6,861	$ 4,550	$13,146	$ 8,854

	SEPT. 26, 1999	MARCH 28, 1999
	(in thousands)	
Total Assets		
Wireless Semiconductor Products....................................	$ 55,046	$ 41,508
Application Specific Products......................................	10,377	10,751
Ceramic Products...	22,955	20,119
Corporate..	136,078	34,303
	$224,456	$106,681

SIGNIFICANT CUSTOMER

During the quarters ended September 26, 1999 and September 27, 1998, one customer accounted for approximately 34% and 24%, respectively, of the Company's sales. During the six months ended September 26, 1999 and September 27, 1998, one customer accounted for approximately 33% and 25%, respectively, of the Company's sales.

NOTE 5 EARNINGS PER SHARE

A reconciliation of the weighted average number of shares outstanding used in the computation of the basic and diluted earnings per share for the quarters and six months ended September 26, 1999 and September 27, 1998 is as follows:

	QUARTERS ENDED		SIX MONTHS ENDED	
	SEPT. 26, 1999	SEPT. 27, 1998	SEPT. 26, 1999	SEPT. 27, 1998
		(in thousands)		
Weighted average shares (basic).....................	19,423	15,772	18,178	15,741
Effect of dilutive stock options...................	1,171	359	1,052	375
Weighted average shares (diluted)...................	20,594	16,131	19,230	16,116

NOTE 6   COMMITMENTS AND CONTINGENCIES

The Company is party to suits and claims arising in the normal course of business. Management believes these are adequately provided for or will result in no significant additional liability to the Company.

PART I - ITEM 2

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

The following table shows our statement of operations data as a percentage of sales for the periods indicated:

	Quarters Ended		Six Months Ended	
	Sept. 26, 1999	Sept. 27, 1998	Sept. 26, 1999	Sept. 27, 1998
Sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	55.9	56.6	55.8	56.9
Gross margin	44.1	43.4	44.2	43.1
Research and development expenses	11.3	9.7	11.3	9.9
Selling and administrative expenses	16.4	18.3	16.5	18.3
Operating income	16.4	15.4	16.4	14.9
Other income (expense), net	3.7	0.4	2.6	0.4
Income before income taxes	20.1	15.8	19.0	15.3
Provision for income taxes	7.2	1.6	6.8	1.5
Net income	12.9%	14.2%	12.2%	13.8%

SALES. Sales increased 41.0% to $41.8 million for the second quarter of fiscal 2000 from $29.6 million for the second quarter of fiscal 1999. For the first six months of fiscal 2000, sales increased 34.9% to $80.4 million from $59.6 million for the first six months of fiscal 1999. Orders increased 49.0% to $44.2 million for the second quarter of fiscal 2000 compared to $29.7 million for the same period last year. Orders for the first six months of fiscal 2000 increased 50.3% to $86.2 million compared with $57.3 million for the same period last year. The increase in sales and orders continues to be the result of increased demand for wireless products and our penetration into additional handset platforms. Deliveries to one customer represented approximately 34% of our total sales for the second quarter of fiscal 2000 compared with 24% for the same period last year. Deliveries to one customer represented approximately 33% of our total sales for the first six months of fiscal 2000 compared with 25% for the comparable period last year.

GROSS PROFIT. Gross profit increased 43.1% to $18.4 million or 44.1% of sales for the second quarter of fiscal 2000 from $12.9 million or 43.4% of sales for the comparable period last year. For the first six months of fiscal 2000 gross profit increased 38.3% to $35.5 million or 44.2% of sales compared with $25.7 million or 43.1% of sales for the same period last year. The increase in gross margin was primarily a result of improved operating efficiencies, particularly in our Wireless Semiconductor Group, which continued to leverage capacity and improve yields.

RESEARCH AND DEVELOPMENT EXPENSES. Research and development expenses increased 62.5% to $4.7 million or 11.3% of sales for the second quarter of fiscal 2000 from $2.9 million or 9.7% of sales compared with the same period last year. For the first half of fiscal 2000, research and development expenses increased 53.6% to $9.1 million or 11.3% of sales from $5.9 million or 9.9% of sales for the comparable period last year. The increase in research and development expenses is primarily attributable to the development of processes and products in the Wireless Semiconductor Products Group. Over 75% of our total research and development expenses were focused on the Wireless Semiconductor Products Group's efforts in developing GaAs integrated circuits and other high volume wireless products.

SELLING AND ADMINISTRATIVE EXPENSES. Selling and administrative expenses totaled $6.9 million or 16.4% of sales for the second quarter of fiscal 2000 compared with $5.4 million or 18.3% of sales for the same period last year. For the first six months of fiscal 2000, selling and administrative expenses totaled $13.3 million or 16.5% compared to $10.9 million or 18.3% of sales for the first half of fiscal 1999. The increase in selling and administrative expenses reflect increased sales commissions resulting from higher sales volumes, while the decrease in selling and administrative expenses as a percentage of sales was attributable to our continued efforts to control administrative costs.

OTHER INCOME (EXPENSE), NET. Interest expense for the second quarter and first six months of fiscal 2000 decreased $64 thousand and $96 thousand, respectively, over the comparable periods last year due to a decline in outstanding borrowings. Interest income for the second quarter and six months ended September 26, 1999 increased $1.6 million and $203 thousand, respectively, over the comparable periods last year as a result of higher levels of cash, cash equivalents and short-term investments.

PROVISION FOR INCOME TAXES. Our effective tax rates for the first six months of fiscal 2000 and 1999 were 36% and 10%, respectively. Last year's rate differed from statutory rates primarily as a result of the utilization of net operating loss carryforwards.

BUSINESS SEGMENTS

The table below displays sales and operating income by business segment for the periods indicated.

	Quarter Ended		Six Months Ended	
	Sept. 26, 1999	Sept. 27, 1998	Sept. 26, 1999	Sept. 27, 1998
Sales				
Wireless Semiconductor Products....	$26,186	$14,288	$50,184	$28,358
Application Specific Products	7,182	9,930	13,767	19,821
Ceramic Products	8,401	5,408	16,423	11,402
	$41,769	$29,626	$80,374	$59,581
Operating Income				
Wireless Semiconductor Products....	$ 3,841	$ 1,455	$ 7,538	$ 2,269
Application Specific Products	1,977	2,933	3,667	6,205
Ceramic Products	1,043	162	1,941	380
	$ 6,861	$ 4,550	$13,146	$ 8,854

WIRELESS SEMICONDUCTOR PRODUCTS. Sales for the Wireless Semiconductor Products Group increased 83.3% to $26.2 million for the second quarter of fiscal 2000 from $14.3 million for the same quarter last year. For the first half of fiscal 2000, sales for the Wireless Semiconductor Group increased 77.0% to $50.2 million from $28.4 million for the same period last year. The increase was primarily the result of increased demand for wireless products and our penetration into additional handset platforms.

Operating income for the Wireless Semiconductor Group increased 164.0% to $3.8 million for the second quarter of fiscal 2000 from $1.5 million for the comparable quarter last year. For the six months ended September 26, 1999, operating income increased 232.2% to $7.5 million from $2.3 million for the comparable period last year. The increase was primarily attributable to improved operating efficiencies as this group continued to leverage capacity and improve yields. In addition, this group continued its focus on the development of processes and products for the wireless market, while continuing to control administrative costs.

APPLICATION SPECIFIC PRODUCTS. Sales for the Application Specific Products Group for the second quarter of fiscal 2000 decreased 27.7% to $7.2 million from $9.9 million for the comparable quarter last year. For the first six months of fiscal 2000, sales for Application Specific Products decreased 30.5% to $13.8 million from $19.8 million. This decrease was due to a reduction of volume on some of our few remaining defense contracts and exiting from certain small product lines in the group.

Operating income for the Application Specific Products Group decreased 32.6% to $2.0 million for the second quarter of fiscal 2000 from $2.9 million for the same quarter last year. For the first six months of fiscal 2000, operating income for Application Specific Products decreased 40.9% to $3.7 million from $6.2 million for the comparable period last year. This group continued to realign its cost structure to current volumes, reporting gross margins of over 50% and operating margins of over 25% for the second quarter and first half of fiscal 2000.

CERAMIC PRODUCTS. Sales for the Ceramics Group for the second quarter increased 55.3% to $8.4 million from $5.4 million for the same quarter last year. For the first half of fiscal 2000, sales for the Ceramics Group increased 44.0% to $16.4 million from $11.4 million for the same period last year. The increase is due primarily to increased demand for wireless infrastructure products.

Operating income for the Ceramics Group increased 543.8% to $1.0 million from $162 thousand for the second quarter and increased 410.8% to $1.9 million from $380 thousand for the first six months of fiscal 2000 compared with the same periods last year. The increase in operating income was primarily the result of improved operating efficiencies, including the leveraging of capacity and increased manufacturing automation.

FINANCIAL CONDITION

At September 26, 1999, working capital totaled $153.2 million and included $128.5 million in cash, cash equivalents and short-term investments, compared with $42.7 million of working capital at the end of fiscal 1999. In June 1999, we completed a public offering of our common stock that raised net proceeds of $109.4 million. Uses of cash included $14.4 million for capital expenditures as we continued our investment in the semiconductor GaAs wafer fabrication operation and the integrated circuit and discrete semiconductor assembly and test areas, as well as for improved manufacturing capabilities at the ceramics manufacturing facility.

The expansion of the GaAs fabrication facility in Massachusetts has allowed us to significantly increase our current capacity. The new clean room space is complete and in use, and additional manufacturing equipment has been installed and brought to full productivity. Since demand for our GaAs products continues to increase strongly, we have accelerated the second phase of expansion in our fab. This phase involves the installation of additional production equipment, without the need for additional clean room construction. We expect this second phase to cost approximately $12 million and to be complete by the summer of 2000. We are also examining various options that would allow another significant expansion of our GaAs capacity, through acquisition or construction.

At September 26, 1999, we had two lines of credit totaling $15 million which expired on September 30, 1999. We expect to replace these lines with a $10 million unsecured revolving line of credit. We believe that our current cash position, together with continued cash generated from operations and the expected $10 million line of credit, will provide us with adequate funds to support our current operating needs and allow us to undertake and complete these expansion projects.

NEW ACCOUNTING PRONOUNCEMENTS

SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" establishes accounting and reporting standards for derivatives and hedging activities. It requires that an entity recognize all derivatives as either assets or liabilities in the balance sheet and measure those instruments at fair value. SFAS No. 133 will be effective for our fiscal year 2002. We are currently evaluating SFAS No.133. We do not expect this new statement to have a material effect on our consolidated financial position, results of operations or cash flow.

YEAR 2000

The Year 2000 issue relates to the inability of certain computer software programs to properly recognize and process date sensitive information relative to the Year 2000 and beyond. To address this issue, we have initiated a company-wide Year 2000 project under the direction of senior management. We have evaluated our products and have determined that our products are not date sensitive. We do not expect Year 2000 exposure for products sold.

We have completed a comprehensive inventory of our internal information systems. Over the last several years, we have invested in new computer hardware and software to improve our business operations. All such systems were required to be Year 2000 compliant as a condition of purchase. We have completed testing of our critical information systems. As a result of this testing, we do not believe that any critical systems will cause a significant interruption of our business. Certain systems require minor upgrades. These upgrades are expected to be completed by November 1999 and the costs are not expected to be material.

We have also completed a comprehensive inventory of our equipment and facilities. We have substantially completed testing of critical items to ensure that they are compliant. As a result of our testing to date, we do not believe that any critical items will result in a significant disruption to our business.

We have completed formal communication with significant suppliers, customers, financial institutions and other third parties with which we have a material relationship in order to determine whether those entities have adequate plans in place to ensure their Year 2000 preparedness. As a result of our communications, we have not identified any issues with respect to these third parties.

At this time, we have not developed a "worst case" scenario or an overall contingency plan and do not intend to do so unless, as a result of ongoing testing and evaluation, we believe these plans are warranted. Based upon our assessment to date, we believe adequate time will be available to ensure alternatives can be developed, assessed and implemented, if necessary, prior to a Year 2000 issue having a negative impact on our operations. However, we cannot assure that such modifications and conversions, if required, will be completed on a timely basis.

We have not prepared estimates of costs to remediate Year 2000 problems. However, based on currently available information, including the results of our assessment to date, we do not believe that the costs associated with Year 2000 compliance will have a material adverse effect on our business, results of operations or financial condition.

Although we believe our planning efforts are adequate to address our Year 2000 compliance concerns, we cannot guarantee that we will not experience unanticipated negative consequences or material costs caused by undetected errors or defects in the technology used in our internal systems or that third parties upon which we rely will not experience similar negative consequences.

OTHER MATTERS

Safe Harbor Statement - Except for the historical information contained herein, this report contains forward-looking statements that constitute the Company's current intentions, hopes, beliefs, expectations or predictions of the future which are, therefore, inherently subject to risks and uncertainties. The Company's actual results could differ materially from those anticipated in the Company's forward-looking statements based on various factors, including without limitation: cancellation or deferral of customer orders, dependence on a small number of large customers, difficulties in the timely development and market acceptance of new products, market developments that vary from the current public expectations concerning the growth of wireless communications, difficulties in manufacturing new or existing products in sufficient quantity or quality, increased competitive pressures, decreasing selling prices for the Company's products, or changes in economic conditions. Further information on factors that could affect the Company's performance is included in the Company's periodic reports filed with the SEC, including but not limited to the Company's Form 10-K for the year ended March 28, 1999, and subsequent Forms 10-Q. The Company cautions readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any such statements to reflect any change in the Company's expectations or any change in events, conditions or circumstances on which any such statement is based.

PART I

ITEM 3 QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk represents the risk of changes in the value of a short-term investment and a financial instrument caused by fluctuations in investment prices and interest rates.

The Company handles market risks in accordance with established policies. The Company's risk-management activities include "forward-looking statements" that involve risk and uncertainties. Actual results could differ materially from those projected in the forward-looking statements.

Investment Price Risk
The fair value of the Company's short-term investment portfolio at September 26, 1999 approximated carrying value due to its short-term duration. Market risk, estimated as the potential decrease in fair value resulting from a hypothetical 10% decrease in interest rates for the issues contained in the investment portfolio, is considered not to be material because of the short-term nature of the investments.

Interest Rate Risk
The carrying value of the Company's long-term debt, including current maturities, was approximately $544 thousand at September 26, 1999. Due to the nature of the debt instruments, management has determined that the fair value was not materially different from the quarter-end carrying value.

PART II - OTHER INFORMATION

ITEM 1 LEGAL PROCEEDINGS

The Company does not have any material pending legal proceedings other than routine litigation incidental to its business.

The Company has been notified by federal and state environmental agencies of its potential liability with respect to the Spectron, Inc. Superfund site in Elkton, Maryland. Several hundred other companies have also been notified about their potential liability regarding this site. The Company continues to deny that it has any responsibility with respect to this site other than as a de minimis party. Management is of the opinion that the outcome of the aforementioned environmental matter will not have a material effect on the Company's operations or financial position.

ITEM 4 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

a) On September 13, 1999, Alpha Industries, Inc. held its Annual Meeting of Stockholders.

b) At the Meeting, the Stockholders elected James W. Henderson and Sidney Topol as Class 1 Directors each to hold office for a three-year term until the 2002 Annual Meeting of Stockholders and until their successors have been duly elected and qualified. Votes were cast as follows: Mr. Henderson 16,355,616 for and 117,188 withheld, and Mr. Topol 16,443,047 for and 29,757 withheld.

ITEM 6 EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

(3) Certificate of Incorporation and By-laws.

(a) Restated Certificate of Incorporation (Filed as Exhibit 3(a) to Registration Statement on Form S-3 (Registration No. 33-63857))*.

(b) Amended and restated By-laws of the Corporation dated April 30, 1992 (Filed as Exhibit 3(b) to the Annual Report on Form 10-K for the year ended March 29, 1992)*.

(4) Instruments defining rights of security holders, including indentures.

(a) Specimen Certificate of Common Stock (Filed as Exhibit 4(a) to Registration Statement on Form S-3 (Registration No. 33-63857))*.

(b) Loan and Security Agreement dated December 15, 1993 between Trans-Tech, Inc., and County Commissioners of Frederick County (Filed as Exhibit 4(h) to the Quarterly Report on Form 10-Q for the quarter ended July 3, 1994)*.

(c) Amended and restated Credit Agreement dated October 1, 1997 between Alpha Industries, Inc., and Trans-Tech Inc. and Fleet Bank of Massachusetts and Silicon Valley Bank (Filed as Exhibit 4(f) to the Quarterly Report on Form 10-Q for the quarter ended December 28, 1997)*; and as amended by First Amendment dated September 30, 1998. (Filed as Exhibit 4(d) to the Annual Report on Form 10-K for the fiscal year ended March 28, 1999)*.

(10) Material Contracts.

(a) Alpha Industries, Inc., 1986 Long-Term Incentive Plan as amended (Filed as Exhibit 10(a) to the Quarterly Report on Form 10-Q for the quarter ended October 2, 1994)*.(1)

(b) Alpha Industries, Inc., Employee Stock Purchase Plan as amended October 22, 1992 (Filed as Exhibit 10(b) to the Annual Report on Form 10-K for the fiscal year ended March 28, 1993)* and amended August 22, 1995 (Filed as Exhibit 10(b) to the Annual Report on Form 10-K for the fiscal year ended March 31, 1996)*.(1)

(c) SERP Trust Agreement between the Registrant and the First National Bank of Boston as Trustee dated April 8, 1991 (Filed as Exhibit 10(c) to the Annual Report on Form 10-K for the fiscal year ended March 31, 1991)*.(1)

(d) Alpha Industries, Inc., Long-Term Compensation Plan dated September 24, 1990 (Filed as Exhibit 10(i) to the Annual Report on Form 10-K for the fiscal year ended March 29, 1992)*; amended March 28, 1991 (Filed as Exhibit 10(a) to the Quarterly Report on Form 10-Q for the quarter ended June 27, 1993)* and as further amended October 27, 1994 (Filed as Exhibit 10(f) to the Annual Report on Form 10-K for the fiscal year ended April 2, 1995)*.(1)

(e) Severance Agreement dated May 20, 1997 between the Registrant and David J. Aldrich (Filed as Exhibit 10(g) to the Annual Report on Form 10-K for the fiscal year ended March 30, 1997)*.(1)

(f) Severance Agreement dated January 14, 1997 between the Registrant and Richard Langman (Filed as Exhibit 10(h) to the Annual Report on Form 10-K for the fiscal year ended March 30, 1997)*. (1)

(g) Consulting Agreement dated August 13, 1992 between the Registrant and Sidney Topol (Filed as Exhibit 10(p) to the Annual Report on Form 10-K for the fiscal year ended April 3, 1994)*.(1)

(h) Alpha Industries, Inc., 1994 Non-Qualified Stock Option Plan for Non-Employee Directors (Filed as Exhibit 10(r) to the Quarterly Report on Form 10-Q for the quarter ended October 2, 1994)*.(1)

(i) Alpha Industries Executive Compensation Plan dated January 1, 1995 and Trust for the Alpha Industries Executive Compensation Plan dated January 3, 1995 (Filed as Exhibit 10(p) to the Annual Report on Form 10-K for the fiscal year ended April 2, 1995)*.(1)

(j) Alpha Industries, Inc. Savings and Retirement 401(k) Plan dated July 1, 1996 (Filed as Exhibit 10(n) to the Annual Report on Form 10-K for the fiscal year ended March 30, 1997)*.

(k) Severance Agreement dated September 4, 1998 between the Registrant and Paul E. Vincent (Filed as Exhibit 10(n) to the Quarterly Report on Form 10-Q for the fiscal quarter ended September 27, 1998)*. (1)

(l) Severance Agreement dated December 11, 1998 between the Registrant and Jean-Pierre Gillard (Filed as Exhibit 10(r) to the Quarterly Report on Form 10-Q for the fiscal quarter ended December 27, 1998)*. (1)

(m) Alpha Industries, Inc., 1997 Non-Qualified Stock Option Plan for Non-Employee Directors. (Filed as Exhibit 10 (r) to the Annual Report on Form 10-K for the fiscal year ended March 29, 1998)*.(1)

(n) Alpha Industries, Inc. 1996 Long-Term Incentive Plan (Filed as Exhibit 99 to Registration Statement on Form S-8 filed January 22, 1999)*.(1)

(o) Alpha Industries, Inc. 1999 Employee Long-Term Incentive Plan dated April 27, 1999 (Filed as Exhibit 10(q) to the Quarterly Report on Form 10-Q for the fiscal quarter ended June 27, 1999)*.(1)

(p) Severance Agreement dated September 13, 1999 between the Registrant and Thomas C. Leonard.(1)

(11) Statement re computation of per share earnings.**

(27) Financial Data Schedules.

(b) Reports on Form 8-K

No reports on Form 8-K were filed with the Securities and Exchange Commission during the fiscal quarter ended September 26, 1999.

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*Not filed herewith. In accordance with Rule 12b-32 promulgated pursuant to the Securities Exchange Act of 1934, as amended, reference is hereby made to documents previously filed with the Commission, which are incorporated by reference herein.
**Reference is made to Note 5 of the notes to Consolidated Financial Statements on Page 7 of this Quarterly Report on Form 10-Q, which Note 5 is hereby incorporated by reference herein.
(1) Management Contracts.

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: November 8, 1999

ALPHA INDUSTRIES, INC. AND SUBSIDIARIES
Registrant

/s/ Thomas C. Leonard

Thomas C. Leonard
Chief Executive Officer
Vice Chairman, Board of Directors

/s/ Paul E. Vincent

Paul E. Vincent
Chief Financial Officer
Principal Financial Officer
Principal Accounting Officer

EXHIBIT 10(p)

September 13, 1999

Mr. Thomas C. Leonard
15 Meadow View Rd.
Topsfield MA 01983

Re: Severance Agreement

Dear Tom:

This letter sets out the severance arrangements concerning your employment with Alpha Industries, Inc. ("Alpha").

1. CHANGE IN CONTROL

1.1. If: (i) a Change in Control occurs while you are employed by Alpha as President or Chief Executive Officer, and (ii) your employment with Alpha is voluntarily or involuntarily terminated within two (2) years after the Change in Control, then you will receive the benefits provided in Section 1.3 below.

1.2. A "Change in Control" will be deemed to have occurred if the Continuing Directors cease for any reason to constitute a majority of the Board of Directors of Alpha. For this purpose, a "Continuing Director" will include and be limited to any member of the Board of Directors of Alpha as of the date of this letter and any Director elected or nominated for election to the Board of Directors of Alpha by at least 75% of the then Continuing Directors.

1.3. On the date of any termination described in Section 1, (i) Alpha will pay you a lump sum equal to two times your total annual compensation for the twelve month period prior to the Change in Control, including all wages, salary, bonus and incentive compensation, whether or not includable in gross income for federal income tax purposes; and (ii) all of your Alpha stock options will become immediately exercisable and remain exercisable for a period of one year after the termination date, subject to their other terms and conditions. If the payments under this paragraph, either alone or together with other payments that you have the right to receive from Alpha, would constitute a "parachute payment" (as defined in the Internal Revenue Code), the payments under this paragraph will be reduced to the largest amount that will result in no portion of such payment being subject to the excise tax imposed by the Internal Revenue Code. The determination of any such reduction will be made jointly by the Board of Directors of Alpha and you, acting in good faith and in consultation with accountants and counsel.

2. TERMINATION WITHOUT CAUSE OR FOR GOOD REASON

2.1. If, while you are employed by Alpha as President or Chief Executive Officer, (i) your employment with Alpha is involuntarily terminated without Cause, or (ii) you terminate your employment with Alpha for Good Reason, then you will receive the benefits specified in Section 2.4 below. If your employment is terminated involuntarily by Alpha for Cause, you will not be entitled to receive the benefits specified in Section 2.4 below.

2.2. "Cause" will mean: (i) deliberate dishonesty significantly detrimental to the best interests of Alpha or any subsidiary or affiliate; (ii) conduct on your part constituting an act of moral turpitude; (iii) willful disloyalty to Alpha or refusal or failure to obey the directions of the Board of Directors; (iv) incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board of Directors at a meeting duly called, with you present and voting and, if you wish, with your legal counsel present.

2.3 "Good Reason" will mean: (i) the assignment to you of any duties inconsistent in any respect with your position as the President or Chief Executive Officer of Alpha; or (ii) any reduction in your base salary or rate of compensation to which you do not agree; or (iii) any requirement imposed on you by Alpha that you relocate your residence.

2.4 On the date of any termination described in Section 2.1, (i) Alpha will begin to pay you a continuing stream of weekly salary payments for two years at an annual rate equal to your total annual compensation for the twelve month period prior to the termination, including all wages, salary, bonus and incentive compensation, whether or not includable in gross income for federal income tax; and (ii) all of your Alpha stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year after the termination date, subject to their other terms and conditions.

3. NON-COMPETITION

During the term of your employment with Alpha, and until the later of one year thereafter and the end of any post-employment consulting arrangement between you and Alpha (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Alpha or any of its subsidiaries or affiliates, whether directly or indirectly, as an owner, partner, shareholder, director, consultant, agent, employee or otherwise, or through any person. You agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of Alpha. During the Noncompete Period, you will not (i) attempt to hire any director, officer, employee or agent of Alpha, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with Alpha, (iv) encourage any customer or supplier of Alpha to terminate its relationship with Alpha, or (v) obtain, or assist in obtaining, any customer of Alpha. If any of the restrictions in this section are adjudicated to be unenforceable for any reason, the restrictions in this section will be reduced to the extent necessary to make them enforceable and will be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

You agree that Alpha's remedies at law for breach of any of the restrictions in Section 3.1 above are inadequate and that any such breach will cause irreparable harm to Alpha. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Alpha's favor, Alpha may apply to any court having jurisdiction to enforce the specific performance of the restrictions in Section 3.1, and may apply for injunctive relief against any act which would violate those restrictions.

4. POST-EMPLOYMENT CONSULTING

4.1 Alpha wishes to ensure that your continuing advice and support is available after you retire, and you are agreeable to providing such advice and support. Therefore, Alpha agrees: (i) to retain you, and you agree to act, as a consultant for a term of two years from the date of your retirement, at an annual consulting fee equal to your highest level of total compensation for any twelve month period prior to your retirement, including all wages, salary, bonus and cash incentive compensation, whether or not includable in gross income for federal income tax purposes, and (ii) that all of your Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of 180 days after the later of the date of your retirement or the date on which the consulting period expires, subject to their other terms and conditions. Your duties under this consulting arrangement will be as mutually agreed upon by you and Alpha.

4.2 The consulting arrangement set out in Section 4.1 above will be available to you only if you give Alpha at least three (3) months written advance notice of your intention to retire.

5. PAYMENTS UNDER SECTIONS 2.4 AND 4.1

Payments provided for in Sections 2.4 and 4.1 of this letter will: (i) be paid in equal periodic installments at such intervals as Alpha will generally pay its officers, and (ii) be reduced by the amount of any compensation that you receive from any person for services rendered during the period in which you are receiving such payments.

6. VESTING OF STOCK OPTIONS

In addition to all other provisions of this agreement relating to the vesting of your stock options, on October 1, 1999, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Alpha and for a period of 180 days thereafter, subject to their other terms and conditions. All Company stock options granted to you after the date of this agreement will be subject to terms and conditions, including without limitation terms on vesting, to be set by the Board of Directors, but will always be subject to all other provisions of this agreement relating to the vesting of your stock options.

7. CHANGE OF CIRCUMSTANCE

Alpha and you agree to review the appropriateness of your compensation arrangements from time to time, particularly whenever there is a material change in the nature of your duties or the time and energy that you need to put into those duties.

8. DEATH OR DISABILITY

In the event of your death or disability at any time during your employment by Alpha or any post-employment consulting period, the following terms shall apply:

a. All of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Alpha and for a period of one year thereafter, subject to their other terms and conditions.

b. All amounts that would have been payable to you as post-employment consulting fees will be paid to you or your estate (as applicable), subject to the other terms and conditions of this agreement. The notice provision of section 4.2 above will not apply in this case.

9. MISCELLANEOUS

This agreement contains the entire understanding of the parties concerning its subject matter. This agreement may be modified only by a written instrument executed by both parties. This agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Severance Agreement dated January 13, 1997. This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Please sign both copies of this letter and return one to Alpha.

Sincerely,	AGREED TO:
____________________________	____________________________
George Kariotis	Thomas C. Leonard
Chairman of the Board	Date: ____________________

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THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE FINANCIAL STATEMENTS OF ALPHA INDUSTRIES, INC. AND SUBSIDIARIES AS OF AND FOR THE SIX MONTHS ENDED SEPTEMBER 26, 1999 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

1,000

6-MOS
APR-02-2000
SEP-26-1999
19,001
109,512
28,785
789
9,192
170,621
119,135
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224,456
80,374
80,374
44,856
67,228
82
155
(2,207)
15,271
5,498
9,773
0
0
0
9,773
0.54
0.51

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE FINANCIAL STATEMENTS OF ALPHA INDUSTRIES, INC., AND SUBSIDIARIES AS OF AND FOR THE SIX MONTHS ENDED SEPTEMBER 27, 1998 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS. THIS SCHEDULE HAS BEEN UPDATED TO REFLECT THE THREE-FOR-TWO COMMON STOCK SPLIT DISTRIBUTED FEBRUARY 19, 1999.

1,000

6-MOS
MAR-28-1999
SEP-27-1998
7,148
11,239
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627
9,594
49,754
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64,630
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84,859
59,581
59,581
33,895
50,727
(12)
110
(234)
9,100
910
8,190
0
0
0
8,190
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0.51