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Judge Sam C. Pointer Jr.

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U.S.A. and EEOC v. Allegheny Ludlum Industries, Inc. et al.

Keywords

U.S.A., EEOC, Allegheny Ludlum Industries, Inc., 74 P339, Consent Decree, Disparate Treatment, Hiring, Promotion, Sex, Female, Race, African American or Black, Hispanic or Latino, Manufacturing, Employment Law, Title VII

**In The
United States District Court
For The
Northern District Of Alabama
Southern Division**

CONSENT DECREE I

April 12, 1974



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**In The
United States District Court
For The
Northern District Of Alabama
Southern Division**

United States of America, by)
William B. Saxbe, the Attorney General,)
on behalf of Peter J. Brennan, the)
Secretary of Labor; and the Equal)
Employment Opportunity Commission.)

Plaintiffs,)

v.)

Civil Action
No. 74 P339)

Allegheny Ludlum Industries, Inc.;)
Armco Steel Corporation;)
Bethlehem Steel Corporation;)
Jones & Laughlin Steel Corporation;)
National Steel Corporation;)
Republic Steel Corporation;)
United States Steel Corporation;)
Wheeling-Pittsburgh Steel Corporation;)
Youngstown Sheet & Tube Company;)
and, United Steelworkers of America,)
AFL-CIO-CLC;)

Defendants.)

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CONSENT DECREE I

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Secretary of Labor; and the Equal)	
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v.)	Civil Action
)	No. 74 P339
Allegheny Ludlum Industries, Inc.;)	
Armco Steel Corporation;)	
Bethlehem Steel Corporation;)	
Jones & Laughlin Steel Corporation;)	
National Steel Corporation;)	
Republic Steel Corporation;)	
United States Steel Corporation;)	
Wheeling-Pittsburgh Steel Corporation;)	
Youngstown Sheet & Tube Company;)	
and, United Steelworkers of America,)	
AFL-CIO-CLC;)	
Defendants.)	

CONSENT DECREE I

On April 12, 1974, the Attorney General, on behalf of the United States of America and all federal

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contract compliance agencies under Executive Order 11246, as amended, and the Equal Employment Opportunity Commission, filed a complaint in this cause against the defendants, Allegheny Ludlum Industries, Inc., Armco Steel Corporation, Bethlehem Steel Corporation, Jones & Laughlin Steel Corporation, National Steel Corporation, Republic Steel Corporation, United States Steel Corporation, Wheeling-Pittsburgh Steel Corporation, and Youngstown Sheet & Tube Company (hereinafter the Companies), alleging a pattern or practice of resistance on their part to the full enjoyment of the right to equal employment opportunities without distinction based on race, color, sex or national origin, in violation of Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.), and in violation of their contractual obligations under Executive Order 11246, as amended, not to discriminate in employment on the basis of race, color, sex or national origin. By that same complaint, the plaintiffs allege that the defendant, United Steelworkers of America, AFL-CIO-CLC, had also engaged in a pattern or practice of resistance to the full enjoyment of the right to equal employment opportunities without distinction based on race, color, sex or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended, and had interfered with and obstructed compliance by the Companies with their contractual obligations under Executive Order 11246, as amended. The complaint further alleges that the continuation of these practices perpetuates the effects of past practices of discrimination in employment by the defen-

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dants on the basis of race, color, sex or national origin. The complaint seeks to vindicate the rights under that statute and Order of minority and female persons who have been adversely affected by the acts and practices alleged in the complaint, including back pay.

The defendants, and each of them, expressly deny any pattern or practice of resistance to the full enjoyment of rights under Title VII, and any violation of, failure to comply with, or interference with, or obstruction of compliance with Title VII, Executive Order 11246, as amended, or any other equal employment law or order and do not by agreeing to the entry of this Decree admit to any such allegation of the complaint or any liability herein;

However, the plaintiffs and the defendants desire to resolve this action and all issues raised by the complaint which involve all the defendants without the time and expense of contested litigation. Therefore, the defendants have consented to service of process in this judicial district, and the plaintiffs and the defendants have consented to the entry of this Decree. It is also the desire of the plaintiffs and the defendants to resolve, under the procedures set out in paragraphs 18 and 19 herein, all charges and complaints filed with and pending before plaintiffs or any of them relating to any unlawful employment acts and practices and future effects thereof; and,

It appears to the Court that entry of this Decree and Consent Decree II entered this date will further the objectives of Title VII and Executive

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Order 11246, as amended, and this Decree and Consent Decree II are being entered with the intent and purpose to protect the rights and interests of employees of and future applicants for employment with the Companies and of all members of the Union with respect to the matters within the scope of these Decrees;

Now, therefore, it is hereby ORDERED, ADJUDGED and DECREED as follows:

A. This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against defendants under the statutes and orders referred to therein.

B. Neither the agreement to entry of this Decree nor anything in this Decree shall be, or shall be construed to be, or shall be admissible in any proceeding as evidence of, an admission by defendants or any of them of any pattern or practice of resistance to the full enjoyment of rights under Title VII, or any violation of, failure to comply with, or interference, or obstruction of compliance with Title VII, Executive Order 11246, as amended, or any other equal employment law or order.

C. This Decree resolves all issues between plaintiffs and defendants relating to acts and practices of discrimination by the defendants to which this Decree is directed, as well as any future effects of such acts and practices and, with respect to such matters, compliance with this Decree shall be deemed

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to be compliance with Title VII and Executive Order 11246, as amended, and shall be deemed to satisfy any requirement for affirmative action by defendants or any of them. The doctrines of res judicata and collateral estoppel shall apply to all plaintiffs with respect to all issues of law and fact and matters of relief within the scope of the complaint of this Decree. If a private individual seeks, in a separate action or proceeding, relief other than back pay which would add to or be inconsistent with the systemic relief incorporated in this Decree, the plaintiffs will undertake to advise the Court or other forum in which such private action or proceeding is brought that such relief in that action or proceeding is unwarranted. Provided that, since this Decree provides for review by the Audit and Review Committee with ultimate review by this Court, the plaintiffs may recommend that matters raised in such separate action or proceeding should be submitted to this Court for resolution under the terms of this Decree.

D. The subject matter of health insurance, pension and other fringe benefits of employment which may differentiate in purpose or in effect between male and female employees, and any matter under the Equal Pay Act (29 U.S.C. §206(d)) are specifically identified as subject matters not encompassed by the complaint filed in this cause or by this Decree, but such exclusion shall not be advanced in any proceeding in support of or in opposition to any allegation that such health insurance, pension, or other fringe benefit arrangements in effect with

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respect to employees of the Companies constitute a discriminatory arrangement in violation of any federal or state law, order, or regulation; nor shall such exclusion be advanced in support of or in opposition to any allegation under the Equal Pay Act.

It is further ORDERED, ADJUDGED and DECREED as follows:

1. GENERAL INJUNCTION – The Companies, the Union, and each of them, their officers, agents, local unions, members, employees, successors and all persons or organizations in active concert or participation with them be, and hereby are, permanently enjoined and restrained from discriminating in any aspect of employment on the basis of race, color, sex or national origin and from failing or refusing to fully implement, or to participate and cooperate in the implementation of, the provisions set forth in the body of this Decree.

2. DEFINITIONS – For purposes of this Decree, the following definitions shall apply:

(a) The terms “Company” and “Management” in both the singular and the plural shall refer to the following corporations and their management personnel:

1. Allegheny Ludlum Industries, Inc.
2. Armco Steel Corporation
3. Bethlehem Steel Corporation
4. Jones & Laughlin Steel Corporation
5. National Steel Corporation
6. Republic Steel Corporation

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7. United States Steel Corporation
8. Wheeling-Pittsburgh Steel Corporation
9. Youngstown Sheet & Tube Company

(b) The term “Union” shall refer to the United Steelworkers of America, AFL-CIO-CLC and each and all of its local unions representing employees at the domestic plants, facilities and operations of the Companies listed in paragraphs 3(c) and (d) below with the exception of Great Lakes shipping fleets, river fleets and all common carriers including railroads, barge lines and dock facilities.

(c) The term “Trade and Craft” refers to those occupations which are so classified under the Basic Labor Agreements and listed in the August 1, 1971 Job Description and Classification Manual.

(d) The term “Minority” refers to persons of the black race and Spanish-surnamed Americans (as defined for EEO-1 reports).

(e) The term “Entry Level Job” refers to the job or jobs in a seniority unit or line of promotion in which permanent vacancies remain after all employees with incumbency status in such unit or line have exercised their promotional and other seniority rights.

(f) In referring to employees, the masculine gender is used for convenience only and shall refer both to males and females.

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3. PURPOSE AND SCOPE – (a) The purpose of this Decree is to resolve all questions raised by the allegations in the complaint which involve both the Companies and the Union in this proceeding and to achieve prompt and full utilization of minorities, females, and longer service employees by increasing the promotional and transfer opportunities of such employees who are working in occupations for which the Union is the collective bargaining representative.

(b) The specific provisions of this Decree shall apply fully to all employees for whom the Union is the collective bargaining representative at the plants and facilities set forth below in paragraph 3(c), beginning at the start of a new pay period, which shall be as soon as practicable, but not later than 90 days after the conclusion of the current basic steel negotiations, except as the Audit and Review Committee (hereinafter provided for by paragraph 13) sets some other date for a particular plant or facility, and, except as a timetable set out in a specific provision of this Decree provides otherwise. In addition, the broad principles of this Decree providing for (1) plant continuous service, (2) transfer rights, (3) rate retention, (4) goals, and (5) back pay, as well as all appropriate specific provisions of this Decree, shall also be made applicable to all employees for whom the Union is the collective bargaining representative at the plants and facilities set forth below in paragraph 3(d) as soon as practicable, but in no event later than January 1, 1975. The application and implementation of such prin-

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ciples and specific provisions of this Decree to the plants and facilities listed below in paragraph 3(d) shall be subject to the review of the Audit and Review Committee. In each instance, the specific provisions and broad principles of this Decree shall be applied at the plants and facilities listed in paragraphs 3(c) and 3(d) separately to Production and Maintenance (P&M) units and to Clerical and Technical units for which the Union is the collective bargaining representative.

(c) The plants and facilities to which the specific terms of this Decree are applicable are as follows:

ALLEGHENY LUDLUM INDUSTRIES

Brackenridge Works	Brackenridge, Pa.
Dunkirk Plant	Dunkirk, N.Y.
Wallingford Steel Plant	Wallingford, Conn.
Watervleit Steel Plant	Watervleit, N.Y.
West Leechburg Works	Leechburg, Pa.

ARMCO STEEL CORPORATION

Ashland Works	Ashland, Ky.
Ambridge Works	Ambridge, Pa.
Baltimore Works	Baltimore, Md.
Houston Works*	Houston, Tex.
Sand Springs Works	Sand Springs, Okla.
Kansas City Works (including Union Wire Rope)	Kansas City, Mo.

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BETHLEHEM STEEL CORPORATION

Bethlehem Plant	Bethlehem, Pa.
Burns Harbor Plant	Chesterton, Ind.
Johnstown Plant	Johnstown, Pa.
Los Angeles Plant	Vernon, L. A., Calif.
Seattle Plant	Seattle, Wash.
South San Francisco Plant	S. San Fran., Calif.
Steelton Plant	Steelton, Pa.
Lebanon Plant	Lebanon, Pa.
Williamsport Plant	Williamsport, Pa.
Lackawanna Plant*	Lackawanna, N.Y.
Sparrows Point Plant*	Sparrows Point, Md.

JONES & LAUGHLIN STEEL CORPORATION

Aliquippa Works Division	Aliquippa, Pa.
Cleveland Works Division	Cleveland, O.
Hennepin Works Division	Hennepin, Ill.
Pittsburgh Works Division	Pittsburgh, Pa.
Indianapolis Plant – Specialty Steels Division	Indianapolis, Ind.
Louisville Plant – Specialty Steels Division	Louisville, O.
Warren Plant – Specialty Steels Division	Warren, Mich.
Marine Ways	Floreff, Pa.
Willimantic Plant	
Cold Finished Bar Division	Willimantic, Conn.
Muncy Plant	
Wire Rope Division	Muncy, Pa.

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NATIONAL STEEL CORPORATION

Great Lakes Steel Division	Ecorse, Det., Mich.
Midwest Steel Division	Portage, Ind.
Hanna Furnace Corporation	Buffalo, N.Y.
Granite City Steel Division	Granite City, Ill.

REPUBLIC STEEL CORPORATION

The steel plant at Cleveland, O.
The continuous strip mill at Cleveland, O.
The steel plant at Youngstown, O.
The steel plant at Warren, O.
The steel plant at Niles, O.
The steel plant at Canton, O.
The South Division plant at Canton, O.
The steel plant at Massillon, O.
The steel plant at Buffalo, N.Y.
The steel plant at South Chicago, Ill.
The Thomas Plant at Birmingham, Ala.
The steel plant at Gadsden, Alabama*

UNITED STATES STEEL CORPORATION

Eastern Steel Division

Clairton Works	Clairton, Pa.
Edgar Thomson-Irvin Works – Edgar Thomson	Braddock, Pa.
Edgar Thomson-Irvin Works – Irvin	Dravosburg, Pa.
Edgar Thomson-Irvin Works – Irvin-Vandergrift	Vandergrift, Pa.
Fairless Works – Fairless	Fairless Hills, Pa.

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Fairless Works – Fairless Pipe	Fairless Hills, Pa.
Fairless Works – Fairless Wire	Fairless Hills, Pa.
Fairless Works – Trenton	Trenton, N.J.
Homestead Works – Homestead	Homestead, Pa.
Homestead Works – Carrie Blast Furnaces	Rankin, Pa.
Homestead Works – Saxonburg	Saxonburg, Pa.
Homestead Works – Wheel & Axle	McKees Rocks, Pa.
Johnstown Works	Johnstown, Pa.
Lorain-Cuyahoga Works – Lorain	Lorain, O.
Lorain-Cuyahoga Works – Lorain-Central Furnaces	Cleveland, O.
Lorain-Cuyahoga Works – Cuyahoga	Cleveland, O.
National-Duquesne Works – National	McKeesport, Pa.
National-Duquesne Works – Duquesne	Duquesne, Pa.
New Haven Works	New Haven, Conn.
Roll & Machine Works	Canton, O.
Youngstown Works – McDonald	McDonald, O.
Youngstown Works – Ohio	Youngstown, O.

Southern Steel Division

Fairfield Works – Ensley Steel*	Birmingham, Ala.
Fairfield Works – Fairfield Coke*	Fairfield, Ala.

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Fairfield Works – Fairfield Sheet*	Fairfield, Ala.
Fairfield Works – Fairfield Steel*	Bessemer & Fairfield, Ala.
Fairfield Works – Fairfield Tin*	Fairfield, Ala.
Fairfield Works – Fairfield Wire*	Fairfield, Ala.
Fairfield Works – Ore Cond. & Sintering*	Bessemer, Ala.
Fairfield Works – Rail Transp. – Conductors*	Fairfield, Ala.
Fairfield Works – Rail Transp. – Shops*	Fairfield, Ala.
Texas Works	Baytown, Tex.

Central Steel Division

Duluth Works	Duluth, Minn.
Gary Works – Gary Sheet & Tin	Gary, Ind.
Gary Works – Gary Steel	Gary, Ind.
Gary-Ellwood Works – Gary Tube	Gary, Ind.
Gary-Ellwood Works – Ellwood	Ellwood City, Pa.
Joliet-Waukegan Works – Joliet	Joliet, Ill.
Joliet-Waukegan Works – Waukegan	Waukegan, Ill.
Joliet-Waukegan Works – Waukegan, Cyclone-Waukegan	North Chicago, Ill.
South Works	Chicago, Ill.

Western Steel Division

Geneva Works	Provo, Utah
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Pittsburg Works Pittsburg, Calif.
Torrance Works Torrance, Calif.

WHEELING-PITTSBURGH STEEL CORPORATION

Steubenville Plant
(including its operations
in West Virginia) Steubenville, O.
Yorkville Plant Yorkville, O.
Martins Ferry Plant Martins Ferry, O.
Beech Bottom Plant Beech Btm., W. Va.
Wheeling Fabricating Plant Wheeling, W. Va.
La Belle Plant Wheeling, W. Va.
Benwood Plant Benwood, W. Va.
Monessen Plant Monessen, Pa.
Allenport Plant Allenport, Pa.
Warren Plant Warren, O.
Johnson Steel & Wire Co.:
Worcester Plant Worcester, Mass.
Akron Plant Akron, O.
Los Angeles Plant Los Angeles, Calif.

YOUNGSTOWN SHEET & TUBE COMPANY

Brier Hill Works Youngstown, O.
Youngstown Metal Products Youngstown, O.
Struthers Works Struthers, Ohio
Campbell Works Campbell, O.
Indiana Harbor Works East Chicago, Ind.

Implementation of the provisions of this Decree at the above and below plants marked with asterisks is subject to the following:

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* (1) The provisions of this Decree shall be made applicable to the Sparrows Point Plant of Bethlehem Steel Corporation, subject to conforming modification, as appropriate and to be agreed to, of the Decision of the Secretary of Labor dated January 15, 1973, In the Matter of Bethlehem Steel Corporation, Respondent, OFCC Docket No. 102-68, the Secretary of Labor having agreed that such Decision will be so modified.

* (2) The provisions of this Decree shall be made applicable to the eight plants of the Fairfield Works of United States Steel Corporation, the Lackawanna plant of Bethlehem Steel Corporation, the Gadsden Plant of Republic Steel Corporation, and the Houston Plant of Armco Steel Corporation subject to conforming modification, as appropriate and to be agreed to, and subject to the approval of the courts therein, of the decrees of the United States District Court for the Northern District of Alabama in United States v. United States Steel Corp., et al., Civil Action No. 70-906 and companion cases; the United States District Court for the Western District of New York in United States v. Bethlehem Steel Corp., et al., Civil Action No. 1967-432; the United States District Court for the Northern District of Alabama in Waker, et al. v. Republic Steel Corp., et al., Civil Action No. 71-179 and companion cases; the United States District Court for the Southern District of Texas in Taylor, et al. v. Armco Steel Corp., et al., Civil Action No. 68-H-129. The United States, the Equal Employment Opportunity Commission, the Companies involved, and the Union have agreed to so petition those courts.

(d) The plants and facilities to which the broad principles and appropriate specific provisions of this Decree shall be made applicable as soon as practicable, but in no event later than January 1, 1975, are as follows:

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ALLEGHENY LUDLUM INDUSTRIES

Brackenridge Works Chem. Lab. Brackenridge, Pa.
Westwood Plant Coatesville, Pa.

ARMCO STEEL CORPORATION

Metal Products Division:

Davis Plant Davis, Calif.
Fairbanks Plant Fairbanks, Tex.
La Habra Plant La Habra, Calif.
South Bend Plant South Bend, Ind.
Memphis Plant Memphis, Tenn.

Machinery & Equipment Division:

Gainesville Plant Gainesville, Tex.
Houston Plant Houston, Tex.
Los Nietos Plant Los Nietos, Calif.

BETHLEHEM STEEL CORPORATION

Lackawanna Clerical Units* Lackawanna, N.Y.
Fabricating Shops and the Bethlehem, Pa.
 Printery
Chicago Works Chicago, Ill.
Leetsdale Works Leetsdale, Pa.
Pinole Point Works Richmond, Calif.
Pottstown Works Pottstown, Pa.
Torrance Works Torrance, Calif.
Baltimore Fabricating Shop Baltimore, Md.
 & Mill Depot
Boston Fabricating Shop Cambridge, Mass.
 & Mill Depot
Chicago Fabricating Shop Clearing
 & Mill Depot (Chicago), Ill.

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Detroit Fabricating Shop Detroit, Mich.
 & Mill Depot
Elizabeth Fabricating Shop Elizabeth, N.J.
 & Mill Depot
Philadelphia Fabricating Philadelphia, Pa.
 Shop & Mill Depot
Buffalo Plant Buffalo, N.Y.
Charlotte Plant Charlotte, N.C.
Dunellen Plant Dunellen, N.J.
Hallandale Plant Hallandale, Fla.
Jacksonville Plant Jacksonville, Fla.
Raleigh Plant Raleigh, N.C.
Bethlehem Quarry Bethlehem, Pa.
Bethlehem Slag Plant Bethlehem, Pa.
Cornwall Ore Mines Cornwall, Pa.
Grace Mine Morgantown, Pa.
Hanover Quarry Hanover, Pa.
Millard Quarry Annville, Pa.
 Lebanon, Pa.
 Palmyra, Pa.
Washington Fabricating Shop Woodbridge, Va.
Albany Fabricating Shop Albany, N.Y.

JONES & LAUGHLIN STEEL CORPORATION

Minnesota Ore Division Virginia, Minn.
New York Ore Division Star Lake, N.Y.
Youngstown Plant, Specialty Youngstown, O.
 Steels Division
Kansas City Plant, Kansas City, Kan.
 Container Division
Lancaster Plant, Lancaster, Pa.
 Container Division

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Cleveland Plant, Container Division	Cleveland, O.
Hammond Plant, Cold Finished Bar Division	Hammond, Ind.
Oil City Plant, Specialty Tube Division	Oil City, Pa.
Industrial Nurse Employees, Pittsburgh Works Division	Pittsburgh, Pa.
Chicago Plant, Steel Service Center Division	Chicago, Ill.
Glenshaw Plant, Steel Service Center Division	Glenshaw, Pa.
Lancaster Plant, Steel Service Center Division	Lancaster, Pa.
Memphis Plant, Steel Service Center Division	Memphis, Tenn.
New Orleans Plant, Wire Rope Division	New Orleans, La.
Indianapolis Plant, Steel Service Center Division	Indianapolis, Ind.
Nashville Plant, Steel Service Center Division	Nashville, Tenn.
Los Angeles Plant, Specialty Steels Division	Los Angeles, Calif.
Niles Plant, Conduit Products Division	Niles, O.
Union Dock Company	Ashtabula, O.
Gainesville Plant, Specialty Tube Division	Gainesville, Tex.
Salaried Clerical Employees, Vesta-Shannopin Coal Div.	California, Pa.

NATIONAL STEEL CORPORATION

Stran Steel Corporation Terre Haute, Ind.

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REPUBLIC STEEL CORPORATION

Union Drawn Division plant at Massillon, O.
 Union Drawn Division plant at Gary, Ind.
 Union Drawn Division plant at Hartford, Conn.
 Union Drawn Division plant at Beaver Falls, Pa.
 Union Drawn Division plant at Los Angeles, Calif.
 Steel & Tubes Division plant at Cleveland, O.
 Steel & Tubes Division plant at Elyria, O.
 Steel & Tubes Division plant at Ferndale, Mich.
 Berger plant at Canton, O.
 Berger plant at Cleveland, O.
 Culvert plants at Canton, O.
 Culvert plant at Harrisburg, Pa.
 Culvert plant at Charlotte, N.C.
 Container plant at Nitro, W. Va.
 Truscon plants at Niles, O.
 Truscon plant at Youngstown, O.
 Truscon Warehouse at Charlotte, N.C.
 Port Henry Division Mine at Mineville, N.Y.

UNITED STATES STEEL CORPORATION

Eastern Steel Division

Christy Park Works – Christy Park	McKeesport, Pa.
Christy Park Works – Berwick	Berwick, Pa.

Limestone Operations

Cedarville Plant	Cedarville, Mich.
Conneaut Plant	Conneaut, O.
Dolonah Quarry	Bessemer, Ala.

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Minnesota Ore Operations

Canisteo District	Coleraine, Minn.
Hibbing-Chisholm District	Hibbing, Minn.
Minntac District	Mt. Iron, Minn.
Virginia-Eveleth District	Virginia, Minn.

Western Ore Operations

Atlantic City Ore Mine	Lander, Wyo.
Utah Ore Mine	Cedar City, Utah
Keigley Quarry	Payson, Utah

Great Lakes Fleet

Sault Ste. Marie Warehouse	Sault Ste. Marie, Mich.
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American Bridge Division

Ambridge Plant	Ambridge, Pa.
Antioch Plant	Antioch, Calif.
Gary Plant	Gary, Ind.
Los Angeles Construction Storehouse	Los Angeles, Calif.
Los Angeles Plant	Los Angeles, Calif.
Pittsburgh Construction Storehouse	Ambridge, Pa.
Shiffler Plant	Pittsburgh, Pa.
Trenton Construction Storehouse	Trenton, N.J.
Trenton Plant	Trenton, N.J.

Electrical Cable Division

Worcester Plant	Worcester, Mass.
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Oilwell Division

Garland Works	Garland, Tex.
Imperial Works	Oil City, Pa.

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United States Steel Products Division

Alameda Plant	Alameda, Calif.
Camden Plant	Camden, N.J.
Chicago Plant	Chicago, Ill.
New Orleans Plant	New Orleans, La.
Port Arthur Plant	Port Arthur, Tex.
Sharon Plant	Petroleum, O.
St. Louis Plant	St. Louis, Mo.

United States Steel Supply Division

Baltimore Steel Service Center	Baltimore, Md.
Birmingham Steel Service Center	Birmingham, Ala.
Boston Steel Service Center	Brighton, Mass.
Chicago Steel Service Center	Chicago, Ill.
Cincinnati Steel Service Center	Cincinnati, O.
Cleveland Steel Service Center	Cleveland, O.
Cleveland Warehouse	Cleveland, O.
Dallas Steel Service Center	Dallas, Tex.
Houston Steel Service Center	Houston, Tex.
Kansas City Steel Service Center	Kansas City, Mo.
Los Angeles Steel Service Center	Vernon, Calif.
Memphis Steel Service Center	Memphis, Tenn.
Newark Steel Service Center	Newark, N.J.

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Philadelphia Steel Service Center	Conshohocken, Pa.
Pittsburgh Steel Service Center	Pittsburgh, Pa.
St. Paul Steel Service Center	St. Paul, Minn.
St. Louis Steel Service Center	St. Louis, Mo.

Universal Atlas Cement Division

Buffington Plant	Buffington, Ind.
Duluth Plant	Duluth, Minn.
Universal Plant	Universal, Pa.

USS Chemicals Division

Neville Island Plant	Pittsburgh, Pa.
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WHEELING-PITTSBURGH STEEL CORPORATION

Office and Clerical

Steubenville Plant (including its operations in West Virginia)	Steubenville, O.
Yorkville Plant	Yorkville, O.
Martins Ferry Plant	Martins Ferry, O.
Benwood Plant	Benwood, W. Va.
Beech Bottom (includes Wheeling Fabricating Plant)	Beech Btm., W. Va.
Monessen Plant	Monessen, Pa.
Allenport Plant	Allenport, Pa.

Plant Protection

Steubenville Plant (including its operations in West Virginia)	Steubenville, O.
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Beech Bottom Plant	Beech Btm., W. Va.
Yorkville Plant	Yorkville, O.
Martins Ferry Plant	Martins Ferry, O.
Benwood Plant	Benwood, W. Va.
Wheeling Fabricating Plant	Wheeling, W. Va.
Monessen Plant	Monessen, Pa.
Allenport Plant	Allenport, Pa.

YOUNGSTOWN SHEET AND TUBE COMPANY

Van Huffel Tube Corp.	Warren, O.
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4. LENGTH OF PLANT CONTINUOUS SERVICE – (a) Except where a Basic Labor Agreement or other agreements entered into between one or more of the Companies and the Union provide for the use of Company continuous service or some greater measure of service length than plant continuous service, plant continuous service (hereinafter plant service) shall be used beginning on the first date referred to in paragraph 3(b), for all purposes in which a measure of continuous service is presently being utilized; provided, however that:

(1) The change to plant service shall be accomplished without that change in and of itself affecting the relative position of any employee within a seniority unit or line of progression. In other words, there shall be no leapfrogging over or rolling or bumping between employees solely as a result of instituting the change to plant service as a continuous service length measure. However, all future promotions, step-ups, demo-

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tions, layoffs, recalls and other practices affected by seniority shall be in accordance with plant service provided that, (a) demotions, layoffs, and other reductions in forces shall be made in descending job sequence order starting with the highest affected job and with the employee on such job having the least length of plant service, and (b) the sequence on a recall shall be made in the reverse order so that the same experienced people shall return to jobs in the same positions relative to one another that existed prior to the reductions. The Implementation Committee (described hereinafter), at a plant may agree in writing to preserve an existing procedure varying from the requirements of the proviso contained in the preceding sentence where it is not inconsistent with the purpose of this Decree. The preservation of such an existing procedure shall be subject to approval by the Union member and by the Company member representing the subject plant on the Audit and Review Committee and by the Government member of that Committee.

In order to accomplish the objectives of this paragraph 4(a) and of paragraph 6 below, it is necessary that existing lines of progression, job incumbency systems or other promotional practices be described in seniority units where they are not presently described, or developed and described in any units where they do not exist. Where lines of progression and/or promotional practices do not now exist and must therefore be

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developed and described, such lines and practices shall be so developed and described and copies shall be submitted to the Audit and Review Committee. In the event local agreement has not been consummated on this matter prior to the first date referred to in paragraph 3(b), the matter shall be referred to the Audit and Review Committee for settlement prior to such date, and,

(2) The change to plant service shall be accomplished without that change in and of itself affecting any seniority unit. However, the Implementation Committee at each plant shall review, by no later than January 1, 1975, all seniority units and pools and make revisions, if necessary, to assure meaningful promotional opportunity for minority, female and longer service employees consistent with the efficiency of the operation recognizing, to the extent practicable, logical work relationships. The review and action taken by each Implementation Committee shall be subject to review by the Audit and Review Committee.

(b) Where an employee transfers subsequent to the first date referred to in paragraph 3(b) from one seniority unit to another, his plant service shall be used for all purposes as provided for by paragraph 4(a) except he shall not be entitled to have any regular vacation schedule which has previously been established in his new seniority unit in accordance with the applicable Basic Labor Agreement, changed

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because of his entry into that unit, nor shall he be entitled to have any then existing shift or other schedule in such unit changed unless it embraces more than a four week period following his entry into the unit. A transferring employee who was scheduled in his former unit for a regular vacation in accordance with the applicable Basic Labor Agreement, shall be allowed to take such regular vacation as scheduled except as the orderly operations of his new unit preclude it. Schedules for extended vacations of Senior Group and Junior Group employees under the Savings and Vacation Plan shall be maintained to the maximum extent possible and any change in scheduling after previous notification shall be in accordance with the provisions of the Savings and Vacation Plan and the applicable Appendices of the Basic Labor Agreement.

(c) The change to plant service shall not result in the changing of 1974 vacation schedules except as orderly operations require, nor shall it be necessary that shift or other scheduling practices, where in the past length of service governed, be altered to conform to the change to plant service until the next scheduling or until 4 weeks have elapsed following the date of the change to plant service, whichever occurs first.

5. POOLS – (a) The present number of pools and the arrangement of pools (i.e., “tails in” the pool or “tails out” of the pool), shall remain unchanged except as the Company and the Union representatives involved agree to make changes or as

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the review called for by paragraph 13(c) discloses the need for such changes. However, this shall not preclude the review called for by paragraphs 4(a)(2) and 6 of the line of promotion jobs which are in the pool.

(b) Where a job sequence or line of progression includes jobs in the pool (“tails in”), such pool jobs in that job sequence or line of progression shall be considered as a single composite job in filling permanent vacancies above the pool.

6. DEPARTMENTS – Departments shall be used for promotional and transfer purposes instead of the existing pool areas. By January 1, 1975, the Implementation Committee at each plant shall review the promotional and transfer opportunities in the departments and make revisions, if necessary, to provide greater promotional and transfer opportunities for minority, female and longer service employees consistent with the efficiency of the operation recognizing, to the extent practicable, logical work relationships. Such review shall include consideration of whether the existing departmental structures are restrictive of transfer and promotional opportunities. The review and actions taken by the Implementation Committee at each plant shall be subject to review by the Audit and Review Committee.

7. PERMANENT VACANCY AND TRANSFER RIGHTS – Beginning with the first date referred to in paragraph 3(b), permanent trans-

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fers shall not be made through the operation of the pool procedures. An employee who is assigned under a pool arrangement to a unit for purposes of retention shall not be able to effectuate a permanent transfer to that unit by refusing a recall to his home unit. (However, nothing contained herein shall preclude such an employee from effectuating a permanent transfer by bidding for a permanent vacancy in such a unit or any other unit. Moreover, nothing contained herein shall affect the rights of such employees under a permanent shutdown situation). In addition, such a retained employee shall have only such promotional rights in the unit to which he is assigned for retention purposes as are provided for by paragraph 7(f) below.

(a) Subject to the exception provided hereinafter by paragraph 10(e) for entry into Trades and Crafts, there shall be a three step procedure for filling permanent vacancies. A permanent vacancy shall be filled from within the first step of competition (whether it be unit, line of progression, etc.). Each succeeding vacancy shall be filled in the same manner and the resulting vacancy in the entry level job shall thereafter be filled on a departmental basis (the second step of competition) by employees with at least 6 months of plant service on the date the vacancy is posted. Resulting entry level departmental vacancies shall be filled on a plant-wide basis (the third step of competition) by employees with at least 1 year of plant service on the date the vacancy is posted. Where departments are not

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presently defined, they shall be defined prior to the first date referred to in paragraph 3(b), subject to review by the Audit and Review Committee.

(b) However, in plants where operating circumstances so warrant (such as size, geography, job relationships, physical proximity, safety, and other appropriate factors) a two-step procedure for filling permanent vacancies shall be established by the Implementation Committee at such plants. The action or inaction of the Implementation Committee on this matter shall be subject to review by the Audit and Review Committee. Under such a two-step procedure, a permanent vacancy shall be filled from within the first step of competition (whether it be unit, line of progression, department, etc.). Each succeeding vacancy shall be filled in the same manner and the resulting vacancy in the entry level job shall thereafter be filled on a plant-wide basis by employees with at least 6 months of plant service on the date the vacancy is posted.

(c) An employee who transfers pursuant to this Decree shall have the right to return to the seniority unit from which he transferred within a 45 calendar day period commencing from the date of his transfer. Furthermore, if Management should return him to his former unit because he cannot meet the requirements of the job to which he has been assigned in his new unit, such return shall be made within such 45 calendar day

period. In either event, his return to his former seniority unit within such 45 calendar day period shall be without loss of his seniority standing in such unit.

(d) The Implementation Committee at each plant shall review the existing temporary vacancy practices by not later than January 1, 1975, to insure that such practices are not unnecessarily restricting the transfer and promotional rights provided for by this Decree. The review and action taken thereunder shall be subject to review by the Audit and Review Committee.

(e) Section 13-0-2-b of the U. S. Steel Basic Labor Agreement, and comparable provisions of other Basic Labor Agreements between other Companies and the Union, provide that Management may require a transferring employee to have the necessary qualifications to progress in the promotional sequence to the next higher job to the extent that Management needs employees for such progression, and that Management can require sufficient numbers of occupants of each job in a promotional sequence be available to assure an adequate number of qualified replacements for the next higher job. Beginning with the first date referred to in paragraph 3(b), these provisions shall apply only to jobs in a promotional sequence leading to Trade or Craft or special purpose maintenance jobs or to highly skilled operating or technical jobs, to the extent applicable.

(f) Under the provisions of Section 13-L-5 of the U. S. Steel Basic Labor Agreement and comparable provisions of other Basic Labor Agreements between the Companies and the Union, an employee assigned under any pool arrangement to a seniority unit for purpose of retention shall, beginning with the first date referred to in paragraph 3(b), have no seniority rights for promotional purposes in that unit, except in competition with an employee in such unit who has been employed less than 31 days prior to the retained employee's assignment in that seniority unit.

(g) Postings of permanent vacancies shall comply with the following:

(1) Permanent vacancies on entry level jobs in plant-wide competition shall be posted on a plant-wide basis in accordance with administrative rules to be determined by the Implementation Committee, and subject to subsequent review by the Audit and Review Committee, as to location of posting, duration of posting period, method of bidding, period for selection, notice of selection, and method or procedure for contesting a selection. However, such rules shall require that (a) the notice of vacancy posted shall indicate the department, job title, job class, estimated number of employees needed, date of posting, and the time and location where bids can be filed for the vacancy involved, (b) the bids shall be in writing, and (c) the subsequent notice

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of the prevailing bidders shall indicate their plant continuous service dates.

(2) Permanent vacancies on jobs in department-wide competition shall be brought to the notice of all employees within the department in accordance with administrative rules to be determined by the Implementation Committee, subject to subsequent review by the Audit and Review Committee. Where necessary, such notice shall be posted and, in any event, the rules developed shall insure complete and adequate notice to all affected employees of (a) the vacancies, and subsequently, (b) the employees selected, including their plant continuous service dates.

(3) Permanent vacancies may be filled by temporary assignments in accordance with applicable seniority agreements until such time as the prevailing bidder is selected and assigned.

(h) Transferred employees will be afforded appropriate training opportunities (including opportunities to fill temporary vacancies pursuant to the applicable provisions of the Basic Labor Agreement) in order to encourage transfer hereunder and normal progression of employees in their seniority units.

8. RATE RETENTION – (a) An employee whose plant continuous service date precedes January 1, 1968, shall be entitled to receive a form of rate retention on the occasion of one transfer. The

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employee may elect the particular transfer for which his right to rate retention shall apply, provided such election is made at the time of the transfer. If any employee accepts transfer with rate retention under this paragraph 8, his rights in the unit from which he transfers will be cancelled 45 calendar days after such transfer provided, however, that if during such 45 calendar day period such employee voluntarily returns to the unit from which he transferred, or is returned by Management, and if such return is after his first exercise of his right to rate retention under this paragraph 8, he will be given one additional transfer with rate retention rights under the provisions of this paragraph 8.

(b) An employee who exercises an opportunity under this paragraph 8 to transfer with rate retention will be provided with a personal transfer rate to be paid starting 45 calendar days after his transfer, retroactive to his date of transfer, provided he does not voluntarily or at the direction of Management return to the unit from which he transferred within such period. Except as provided in paragraph 8(c) below, his personal transfer rate shall be the standard hourly wage rate which is nearest to his average standard hourly wage rate in the 13 consecutive weekly pay periods or 7 consecutive biweekly pay periods (whichever is applicable) immediately prior to his date of transfer. The incentive calculation rate corresponding to the standard hourly wage rate which constitutes his "personal transfer rate" will be applicable when he works on an incentive job in his new seniority unit or department.

In no event, however, shall an employee's personal transfer rate exceed the lower of (1) the standard hourly wage rate in effect for Job Class 11 on the date of his transfer; or (2) the standard hourly wage rate of the highest job in the line of progression to which he is transferring. For the hours in each pay period that are compensated after such transfer (except vacation and SUB payments), an employee shall be paid the higher of: (1) his average hourly earnings using his personal transfer rate as applied to his new job(s); or, (2) his average hourly earnings at the established rate of pay for his new job(s) in that pay period.

(c) If a female or minority employee transfers under the provisions of this paragraph 8 from an incentive job to a nonincentive job which is in a line of progression where the majority of jobs are incentive-rated, for so long as that employee is working on a nonincentive job in the new unit, the employee's personal transfer rate shall be the employee's average hourly earnings (exclusive of shift, overtime, Sunday and Holiday premium, but including incentive earnings) as calculated for the reference period set forth in paragraph 8(b) above.

(d) An employee's personal transfer rate shall be adjusted only for general wage increases and it shall not be adjusted for any increases in Job Class increments.

(e) An employee's personal transfer rate shall be terminated for all purposes on the occurrence of any one of the following:

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(1) His average hourly earnings in his new line of progression over 13 consecutive weekly pay periods or 7 consecutive bi-weekly pay periods (whichever is applicable) exceed his average earnings as calculated by use of his personal transfer rate.

(2) 104 weeks elapse after the date of his first effective transfer with rate retention.

(3) He refuses to promote or fails to take an opportunity for a permanent promotion to a higher job in his line of progression or seniority unit unless he has worked less than 30 days since entry into such line or unit or since his last preceding permanent promotion in such line or unit.

(4) He twice fails to qualify for permanent promotion to the same next higher job in his new line of progression provided that two or more such failures to qualify within a 30 working day period shall count as only one failure.

(5) He subsequently transfers voluntarily to another line of progression, except where (a) a female or minority employee after having transferred from one department to another department subsequently makes one additional transfer within the new department, or (b) a female or minority employee after having transferred pursuant to this Decree into a line of promotion or seniority unit has his promotional opportunities in that line or unit adversely

affected as a result of a restructuring or other change in that line or unit made pursuant to the review required by paragraphs 4(a)(2) or 6 above, and thereafter subsequently makes one additional transfer to or within any department other than that from which he originally transferred. Female or minority employees will be entitled to make one additional transfer as provided in either (a) or (b) of this subparagraph (5) but not both. Nothing in this subparagraph (5) shall operate to extend or interrupt the time period set forth in paragraph 8(e)(2) above.

9. SENIORITY FACTORS – The definitions of Seniority presently contained in the various Basic Labor Agreements, including such factors as relative ability, physical fitness and continuous service, shall be preserved.

10. AFFIRMATIVE ACTION FOR TRADE AND CRAFT OCCUPATIONS – Subject to the review and prior approval of the Audit and Review Committee, the Implementation Committee (or a Committee to be designated by the Audit and Review Committee where an Implementation Committee is not formed) at each plant, facility or other operations shall, not later than 120 days following the date of entry of this Decree, establish goals and timetables for qualified minority representation and/or qualified female representation in Trade and Craft jobs wherever there is underutilization of minorities and/or females. Such goals shall be established in accordance with 41 C.F.R. 560-2.11 and 60-2.12 of Revised

Order No. 4 issued by the Department of Labor, Office of Federal Contract Compliance (hereinafter, Revised Order No. 4), as made more specific by the following:

(a) UTILIZATION ANALYSIS: A utilization analysis of the craft jobs in each Trade and Craft shall be conducted pursuant to Section 60-2.11 of Revised Order No. 4 at each of the plants and facilities identified in paragraphs 3(c) and 3(d). Each factor in Sections 60-2.11(a)(1) and 60-2.11(a)(2) for which accurate and relevant data are available shall be considered. However, in establishing goals and timetables for P&M minorities available within the plant, of those factors set out in Section 60-2.11, and referred to in Section 60-2.12, primary emphasis shall be given to the factors in Section 60-2.11(a)(1)(iv) and (vi). Goals for females shall be established on the basis of the applicable provisions of Revised Order No. 4 based upon their percentage representation in the P&M units within the plant or facility.

(b) ESTABLISHING GOALS: In establishing goals, Trade and Craft jobs at each plant shall be grouped (e.g., all electrical crafts) according to similarities of skills, function, and such other criteria as the Audit and Review Committee shall establish, and within each such grouping of Trade and Craft

jobs separate goals shall be established for each minority group and for females.

(c) ESTABLISHING TIMETABLES: Timetables shall be established with the objective of achieving the goals for minorities and females in each Trade and Craft grouping as rapidly as practicable.

(d) IMPLEMENTING RATIO: An implementing ratio of 50% (except as the Audit and Review Committee determines that unusual circumstances compel a different ratio) shall be applied in the aggregate for all groups for whom timetables are established, for each Trade and Craft grouping at each plant, to the extent that qualified applicants from such groups are available within the plant, until the goals therefor have been achieved. In applying the implementing ratio, all permanent vacancies within a craft job and its apprenticeship, as well as within all other occupations which in fact lead to that craft job, shall be considered as a single consolidated group with regard to the initial entry of employees into such jobs and occupations.

(e) SENIORITY FACTORS: As an exception to the procedures for filling vacancies provided for by paragraph 7(a), all permanent vacancies in apprenticeships and in entry level jobs in lines of promotion containing occupations which in fact lead to

craft jobs, shall be filled on a plant-wide basis from among qualified bidding employees. Similarly, permanent vacancies in craft jobs which are not filled by the promotion or assignment of apprenticeship graduates, or by the promotion of an employee from a non-craft job in a line of promotion leading to a craft job, or by the transfer of a craft employee from one unit to another within the same Trade or Craft, shall be filled on a plant-wide basis from among qualified bidding employees. In order to meet the implementing ratio, seniority factors shall be applied separately to each group for whom timetables are established and to all other employees. At any plant or facility where there are no qualified applicants or bidders for a vacancy, the Company may obtain new hires to fill such vacancy, provided all good faith efforts shall be made in doing so to comply with the established implementing ratio.

(f) REVIEW: The goals and timetables established pursuant to this paragraph 10 shall be reviewed periodically, but at least annually, by the Implementation Committee, or by the Audit and Review Committee (or its designated committee where an Implementation Committee is not formed) for such adjustments as may be appropriate or necessary. Any adjustments made by the Implementation Committee shall be subject

to the review and approval of the Audit and Review Committee.

(g) **QUALIFICATIONS OF APPLICANTS:** The Companies may require applicants for craft jobs, apprentice positions, or other occupations which in fact lead to craft jobs, to be qualified to perform or to learn to perform the craft job in question. In their efforts to meet the goals, timetables, and implementing ratio established pursuant to this paragraph 10, minority and female applicants shall not be required by the companies to possess qualifications which exceed the minimum criteria applied to white male applicants who, since a job was established as a craft in the plant, have been admitted and are successfully performing the requirements of that job as it exists in such plant.

(h) **ASSISTANCE:** The United States shall supply Census and Labor Force Analysis data for the appropriate area or areas in which each of the plants and facilities set out in paragraph 3(c) is located so as to facilitate the consideration of those factors set out in Section 60-2.11 of Revised Order No. 4 which are affected by such data. Where available, such data shall also be supplied for all other plants, facilities, and operations. In addition, the United States shall make available through the Audit and Review Committee, personnel to assist the Implementa-

tion Committee at individual plants and facilities in establishing goals, timetables and an implementing ratio where the Audit and Review Committee deems such assistance is needed and should be provided.

(i) **COMPLIANCE:** No Company's compliance status shall be judged solely by whether or not it reached its goals and met its timetables and implementing ratio. Rather, in accordance with Revised Order No. 4, each Company's compliance posture at each of its plants and facilities shall be determined by reviewing the extent of the Company's good-faith efforts made toward compliance and thus toward the realization of the goals within the timetables established.

(j) **PRE-APPRENTICESHIP TRAINING:** The Companies and Union shall make application to the United States Department of Labor for such funds as might be available for the establishment of pre-apprenticeship training programs.

11. EMPLOYEE SELECTION CRITERIA –

(a) The Companies shall not use employee selection procedures for initial employment, assignments to jobs and promotions, including all Trade and Craft selections, unless such procedures have been validated in accordance with the Equal Employment Opportunity Commission's "Guidelines on Employee Selection Procedures" (29 C.F.R. §1607) and the regulations of the Secretary of Labor on "Employee

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Training and Other Selection Procedures" (41 C.F.R. §60-3) or unless the Companies, with specific selection procedures, can show that such procedures have no disparate effect on minorities or females. Where the standards set forth in Appendix F of the U. S. Steel Basic Labor Agreement are applicable, employee selection procedures shall also meet such standards.

(b) To insure compliance with this paragraph 11, each Company, for each of its plants, facilities and other operations shall by the first date referred to in paragraph 3(b) make available to the United States, through the Audit and Review Committee, the following information, and such other relevant information as may be reasonably supplied upon request by the United States, for each employee selection procedure in use:

(1) Where the selection procedure involves a written test, a copy of the test. Where a selection procedure involves other than a written test (e.g., an oral test, a work demonstration, or an education attainment level, etc.), a written description of that procedure.

(2) The occupations for which the selection procedure is applicable, and the purpose for which it is used (e.g., hiring, promotion, etc.).

(3) The date of the initial use of the selection procedure and, if discontinued pursuant to this paragraph 11, the date it was discontinued.

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(4) The scores, pass/fail rate, or other measurements obtained from use of the selection procedure set forth separately for males and females in each minority group and for non-minority males and females as determined from existing records for a period not to exceed three years prior to the date of this Decree, or for the last 100 employees or applicants in each group.

(5) All studies or other data demonstrating validation and/or job relatedness, or lack thereof. If no studies or other data exists, such fact shall be indicated as well as a timetable for obtaining such studies or data.

(c) Each Company shall maintain for a reasonable length of time, but at least three years, data pertaining to any test or other selection procedure, including the identity, sex, race or national origin and score or other measurement obtained for each person subject to the test or procedure.

(d) Disputes between any Company and the Government concerning the validity of any selection method, if not resolved to the satisfaction of all members of the Audit and Review Committee, may be presented to this Court for appropriate determination.

12. IMPLEMENTATION COMMITTEE —

(a) At each plant and facility identified in paragraph 3(c), and at such other plants, facilities and other operations identified in paragraph 3(d) as the Audit and Review Committee deems necessary, there shall

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be established an Implementation Committee. Each such Committee shall consist of at least two Union representatives designated by the appropriate District Director. One such Union representative shall be a member of the largest minority group within such plant. If there is a second minority group of which 10% or more of the employees in the plant are members, there shall be a third Union representative on the Committee who shall be a member of that minority unless that minority is already represented among the other Union members. The Company shall be entitled to an equal number of Management representatives on the Committee. The Government shall be entitled to designate a representative to meet with any Implementation Committee.

(b) The Implementation Committee shall:

(1) Take all steps necessary to assure compliance with this Decree including compliance with the craft goals, timetables and implementing ratio established pursuant to paragraph 10.

(2) Provide information to employees concerning their rights and opportunities under this Decree and related seniority arrangements.

(3) Not process or handle complaints or grievances except as provided herein. Employees having complaints or grievances (as defined in the applicable provisions of each Company's Basic Labor Agreement dealing with grievance and complaint procedures) arising out of actions

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taken or not taken pursuant to this Decree, shall process such complaints or grievances through the established grievance procedure of such Agreements. Any complaint or grievance appropriately initiated by an employee which is alleged to involve the application of this Decree in whole or in part shall be noted on the grievance form as "Decree Related". Copies of all such "Decree Related" grievances shall be furnished promptly to the Implementation Committee, with a copy being specifically provided to the Government's designated representative. If a grievance committeeman or assistant grievance committeeman refuses to process a complaint or grievance which is alleged to be "Decree Related", the affected employee, if dissatisfied, may bring the matter to the attention of the appropriate District Director in accordance with the Union's Civil Rights complaint procedure.

(4) Be available at a central location during hours convenient to most employees for at least a period of five consecutive days during the initial implementation of this Decree and at such times thereafter as may be reasonably required.

(c) Action taken pursuant to the grievance procedure or by the Implementation Committee on any grievance shall not bind the United States in any subsequent proceedings brought before this Court to enforce or otherwise effectuate this Decree.

(d) Each Implementation Committee shall function until December 31, 1975, or until its functions provided hereunder are completed whichever first occurs. The Audit and Review Committee may extend such period.

13. AUDIT AND REVIEW COMMITTEE -

On the date of the entry of this Decree, the Seniority Study Committee of the Coordinating Committee Steel Companies and the United Steelworkers of America shall become known as the Audit and Review Committee. The Coordinating Committee Steel Companies shall designate five permanent members and their alternates and the United Steelworkers of America shall designate five permanent members and their alternates. The Government shall designate a representative, and his alternate, as a member of the Audit and Review Committee. The functions of this Committee shall include the following:

(a) Review the implementation at each plant or facility of the objectives and procedures established by this Decree to assure compliance therewith. Such documentation and information as may be necessary to accomplish this function shall be provided.

(b) Any unresolved matter before a plant Implementation Committee may be brought before the Audit and Review Committee for resolution. If such matter arises in a plant for which the involved Company is not represented on the Audit and Review Committee, a representative of

that Company shall be added to the Audit and Review Committee for the time needed and for the purpose of resolving such matter.

(c) Not later than December 31, 1975, the Audit and Review Committee shall commence a review of the experience under this Decree, the transfer opportunities, the transfer record of female and minority group members, the progress in achieving stated trade and craft goals, and other Decree related matters. The Audit and Review Committee may promptly propose corrective steps at any plant or facility to overcome at such plant or facility any shortcomings in the Decree or its implementation which may be revealed by such review.

(d) If the parties on the Audit and Review Committee are unable to reach unanimous agreement on any matter referred to it by an Implementation Committee or otherwise placed before it pursuant to this Decree, such matter may be brought before this Court for final resolution by any party to this Decree. Where a conclusion reached by the Audit and Review Committee requires an application or motion before this Court for an order of enforcement, modification, or clarification, and such application or motion indicates by signatures of all members of the Audit and Review Committee that such application or motion is unopposed, the application or motion may be presented to this Court without hearing and the proposed

order may be implemented immediately, subject to this Court's subsequent approval.

14. EFFECT ON COLLECTIVE BARGAINING – The terms of this Decree shall be fully binding on the Companies and Union as defined in paragraph 2, and the arrangements provided herein are hereby made a part of the defendants' Basic Labor Agreement as though expressly incorporated therein, the provisions of any such Basic Labor Agreement, local seniority agreement, practice or arrangement to the contrary notwithstanding. Provided, however, nothing in this Decree shall operate to prevent the Companies and the Union from pursuing normal collective-bargaining related to areas covered by this Decree so long as nothing done therein shall be inconsistent with this Decree.

15. RECORDS AND REPORTS – (a) Each Company shall maintain appropriate personnel, payroll, and bidding records necessary to monitor compliance with and progress made under the provisions of this Decree. Such records shall include for every vacancy posted on a department or plant wide basis the job title, job class, department, seniority unit and the name, badge number, race, sex, and plant service date of every bidder, with an indication of the prevailing bidder and the amount, if any, of his personal transfer rate. Where a prevailing bidder is other than a bidder with the longest plant service, the reason(s) therefore shall be indicated. Records shall also be kept of assignments of new and incumbent employees to all jobs subject to goals, timetables and

implementing ratios established pursuant to paragraph 10, with an indication of the available applicants or bidders from which each was selected.

(b) Information concerning any matter covered by this Decree shall be supplied where requested for specific plants, facilities, or other operations by the United States, through the Audit and Review Committee.

16. COMPLIANCE REVIEW PROCEDURES UNDER THE EXECUTIVE ORDER – So long as the defendants are in compliance with the provisions of this Decree and of Consent Decree II entered this date, the Secretary of Labor and the Office of Federal Contract Compliance shall rely upon the continuing audit of that compliance by Government representatives to the Implementation Committees and by the Government member of the Audit and Review Committee as adequate for purposes of all compliance reviews under Executive Order 11246, as amended, at the plants and facilities listed in paragraphs 3(c) and (d).

17. NOTICE OF RIGHTS – Prior to the first date referred to in paragraph 3(b), each Company and the Union shall address a letter to each of the Company's employees affected in any way by this Decree. The letter shall outline the purpose and scope of this Decree, and shall specifically advise the employees of the establishment of the Implementation Committee at each of those plants and facilities where created, the identity and business addresses of its members, and the dates, times and places at which

the members will be available to provide a copy of this Decree, as well as to provide further information, and explanations concerning this Decree and its implementation. The text of the Company and Union letter shall be reviewed by counsel for the United States prior to its issuance. Nothing herein shall prevent the United States, a Company or the Union from sending additional information to employees concerning this Decree at any other time.

18. BACK PAY – The parties have discussed the issue of back pay for persons who have allegedly been adversely affected by reason of the unlawful employment acts and practices alleged in the complaint and remain in disagreement as to both the existence of any right to such back pay and as to the amount thereof. In final resolution of that dispute and in full compensation for all alleged injuries suffered by such persons by reason of any unlawful acts and practices within the scope of the complaint or this Decree, up to and including the date of the entry of this Decree, as well as any future claim of damages by reason of the continuance of the effects of such past discriminatory acts and practices, all of the parties have agreed as follows:

(a) The gross amount of back pay payable pursuant to this Decree shall be \$30,940,000.00, subject to the provisions of this paragraph 18.

(b) The portion of the gross amount set forth in (a) above to be distributed by each

Company to its affected employees shall be such proportion of the gross amount as the number of the affected employees of such Company is to the total of the affected employees of all Companies.

(c) The affected employees, for purposes of this paragraph 18, shall be (i) those employees in P&M units of the Companies as of the date of entry of this Decree who are minority employees within the meaning of paragraph 2(d) and whose date of employment by the Company in a P&M unit preceded January 1, 1968, and (ii) those female employees in the same P&M units as of the date of entry of this Decree, and (iii) those former minority and female employees who retired on pension from a P&M unit in the two years preceding the date of entry of this Decree who, if they had continued to be employed, would be within the description set forth in (i) or (ii) and who are still living or have died leaving a surviving spouse.

(d) Within 30 days following the date of entry of this Decree, each Company shall furnish to the Audit and Review Committee, a list of its affected employees.

(e) The amount of back pay for each affected employee shall be determined by the Audit and Review Committee subject to the following:

(1) Every affected employee, as identified in (d) above, shall be entitled to back pay.

(2) The amount of back pay for each affected employee who is employed as of the date of entry of this Decree and whose date of employment in a P&M unit preceded January 1, 1968, shall in no event be less than \$250.

(3) Subject to (1) and (2) above, the total amount to be distributed by each Company shall be allocated between its plants and facilities listed in paragraphs 3(c) and (d), in accordance with determinations to be made by the Audit and Review Committee, on the basis of a consideration of the average hourly earnings of pre-1968 minority employees and non-minority employees of comparable years of plant service within each plant and facility, and on the basis of a consideration of the average hourly earnings of female employees and male employees of comparable years of plant service, with adjustments to account for the differences in total numbers of affected employees in each such plant or facility. The purpose of such allocation shall be to appropriately compensate affected employees in those plants and facilities where the alleged adverse effects of past employment practices were the greatest, and only to the extent such method of allocation satisfies this purpose shall it be followed without further adjustment by the Audit and Review Committee.

(4) Within each plant or facility the total amount allocated thereto shall be distributed among the affected employees, subject to (1) and (2) above, and in accordance with further determinations to be made by the Audit and Review Committee, taking into account the following factors:

(i) Wherever practicable and appropriate, affected employees shall be separated into two groups: those initially assigned to departments or other-appropriate units to which affected employees were initially assigned in disproportionately large numbers, and those who were not so initially assigned. The latter group of employees shall not receive more than the minimum amount identified in (2) above. The remainder of the amount allocated to that plant or facility shall be distributed among the former group on the basis of relative plant service.

(ii) Wherever the procedure described in (i) is not practicable or appropriate, the amount allocated to that plant or facility shall be distributed so as to relate the amount of back pay, in a practicable manner, to the extent of relative alleged injury, determined by taking into account such factors as plant service and average hourly earnings (or the equivalent vacation pay).

(iii) The objective of the foregoing provisions of this subparagraph (4) is to provide

the greatest amount of back pay within the plant or facility to those affected employees who have been most adversely affected by past employment practices and who have the greatest plant service, and only to the extent that the foregoing satisfies that objective shall it be followed without further adjustment by the Audit and Review Committee.

(f) The liability for payment of back pay to each affected employee, in accordance with the determination made pursuant to (e) above, including the liability for failure to include or properly pay any affected employee, shall be borne by the particular Company by which said employee is employed. No Company shall be liable, jointly or severally, for the back pay determined to be due to an employee of another Company. The Union will contribute to each Company's payment of back pay to each affected employee, but the extent of the Union's contribution shall be a matter determined solely by the Union and each of the Companies. For purposes of enforcement of this Decree, each affected employee shall look to the Company by which he is employed for payment of his back pay.

(g) The amount of back pay determined to be due to each affected employee shall be tendered to him in accordance with procedures established by the Audit and Review

Committee. In order to receive such back pay, each affected employee shall be required to execute a release, in a form approved by the Audit and Review Committee, of any claims against or liability of the Company, the Union, their officers, directors, agents, local unions, members, employees, successors and assigns, resulting from any alleged violations based on race, color, sex (exclusive of the matters referred to in paragraph D of this Decree), or national origin, occurring on or before the date of entry of this Decree, of any equal employment opportunity laws, ordinances, regulations, or orders, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. §1981 *et seq.*, Executive Order 11246, as amended, the United States Constitution, the duty of fair representation under the Labor Management Relations Act, 29 U.S.C. §151 *et seq.*, and any other applicable federal, state or local constitutional or statutory provisions, orders or regulations. Such release will also bar recovery of any damages suffered at any time after the date of entry of this Decree by reason of continued effects of any such discriminatory acts which occurred on or before the date of entry of this Decree. An affected employee shall have 30 days following the date of tender of back pay within

which to accept the back pay tendered and execute such a release, except that this time period may be enlarged, as provided in paragraph 19 below, for those persons having charges pending with the EEOC as of the date of entry of this Decree. If an affected employee does not accept the back pay tendered and execute such a release within the applicable time limit, such employee shall not be entitled to any payment of back pay hereunder, and the Company by which he is employed and the Union shall be relieved of all liability with respect to the back pay otherwise payable to such affected employee under this Decree and the gross amount of back pay set forth in (a) above and the total back pay liability of the employer Company under (b) above (and the amount of the Union's contribution under (f) above) shall be reduced by such amount.

(h) The Audit and Review Committee shall be responsible for assuring that all affected employees shall have been furnished all information necessary to enable them to make an informed decision whether to accept the back pay tendered to them.

19. RESOLUTION OF PENDING EEOC CHARGES – (a) Promptly following the date of entry of this Decree, plaintiff Equal Employment Opportunity Commission shall review every charge pending against any defendant. Such review shall

identify all such charges alleging unlawful employment practices wholly within the scope of this Decree. Within 60 days after completion of such review, EEOC shall advise the charging party in each case so identified that, in view of the relief provided under this Decree, EEOC finds the practice complained of has been resolved by this Decree and recommends to each such charging party entitled to back pay under this Decree that he accept such relief and execute the release.

(b) With respect to all pending charges which allege unlawful employment practices not wholly within the scope of this Decree, EEOC shall conduct an expedited investigation of such charges and attempt to resolve each such charge in a manner consistent with the principles set forth in Title VII and this Decree. Investigation and determination with respect to all such charges should be completed within 365 days after the date upon which back pay is tendered to employees at the charging party's plant or facility.

(c) The time within which a person who has an EEOC charge pending as of the date of entry of this Decree may accept the tender of back pay shall be extended beyond the thirty-day period established in paragraph 18(g), to permit the processing of his charge by the EEOC in accordance with (a) and (b) above. When the EEOC has completed such processing, but no later than 365 days after the date upon which back pay is tendered to employees at the charging parties' plant or facility, the EEOC shall

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furnish written notice to the charging party of the results of the EEOC investigation and advise him that he has thirty (30) days within which to accept the tender of back pay under paragraph 18. The EEOC shall also advise the charging party that he may request a Notice of Right to Sue if he decides not to accept the tender of back pay in accordance with subparagraph (d) below.

(d) A charging party may, at any time during the processing of his charge by EEOC and before commencement of any action based upon such charge, accept the back pay tendered under paragraph 18 by withdrawing any and all charges, terminating any proceedings relating thereto, and executing the release provided for in paragraph 18(g).

20. RETAINED JURISDICTION — The Court hereby retains jurisdiction of this cause for the purpose of issuing any additional orders or decrees needed to effectuate, clarify or enforce the full purpose and intent of this Decree.

Any time after the conclusion of five (5) years from the date of this Decree, any party may move to dissolve this Decree in whole or in part.

ORDERED this the 12th day of April, 1974.

/s/ Sam C. Pointer, Jr.
UNITED STATES DISTRICT JUDGE

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AGREED and CONSENTED to:

/s/ J. Stanley Pottinger
J. STANLEY POTTINGER
Assistant Attorney General

/s/ Robert T. Moore
ROBERT T. MOORE
Attorney, Department of Justice
For the UNITED STATES OF AMERICA

/s/ Peter J. Brennan
PETER J. BRENNAN
Secretary of Labor

/s/ Richard F. Schubert
RICHARD F. SCHUBERT
Under Secretary of Labor

/s/ William J. Kilberg
WILLIAM J. KILBERG
Solicitor of Labor

/s/ Philip J. Davis
PHILIP J. DAVIS
Director of Office of Federal
Contract Compliance
For the UNITED STATES DEPARTMENT
OF LABOR

Consent Decree I

/s/ William A. Carey
WILLIAM A. CAREY
General Counsel

/s/ William L. Robinson
WILLIAM L. ROBINSON
Associate General Counsel
For the EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

/s/ J. S. Loynd
J. S. LOYND
For the ALLEGHENY LUDLUM INDUSTRIES,
INC.

/s/ W. T. Maxwell
W. T. MAXWELL
For the ARMCO STEEL CORPORATION

/s/ J. J. O'Connell
J. J. O'CONNELL

/s/ A. P. St. John
A. P. ST. JOHN

/s/ G. A. Moore, Jr.
G. A. MOORE, JR.
For the BETHLEHEM STEEL CORPORATION

Consent Decree I

/s/ J. E. Allison
J. E. ALLISON
For the JONES & LAUGHLIN STEEL
CORPORATION

/s/ G. B. Angevine
G. B. ANGEVINE
For the NATIONAL STEEL CORPORATION

/s/ John R. Wall
JOHN R. WALL

/s/ W. C. Stoner
W. C. STONER
For the REPUBLIC STEEL CORPORATION

/s/ R. Heath Larry
R. HEATH LARRY

/s/ J. Bruce Johnston
J. BRUCE JOHNSTON
For the UNITED STATES STEEL
CORPORATION

/s/ R. E. Graham
R. E. GRAHAM
For the WHEELING-PITTSBURGH STEEL
CORPORATION

/s/ John R. Bohne

JOHN R. BOHNE

For the YOUNGSTOWN SHEET & TUBE
CORPORATION

/s/ John S. Johns

JOHN S. JOHNS

/s/ Howard E. Strevel

HOWARD E. STREVEL

/s/ Bernard P. Kleiman

BERNARD P. KLEIMAN

/s/ Elliot Bredhoff

ELLIOT BREDHOFF

/s/ Michael H. Gottesman

MICHAEL H. GOTTESMAN

For the UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC