

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.

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.

CIVIL ACTION
 NO. 74-P-339

FILED IN CLERK'S OFFICE
 NORTHERN DISTRICT OF ALABAMA

APR 12 1974

WILLIAM E. DAVIS
 CLERK, U. S. DISTRICT COURT
 BY *[Signature]*
 DEPUTY CLERK

CONSENT DECREE II

The complaint filed by the Plaintiffs in this cause makes allegations concerning certain employment practices as to which the United Steelworkers of America, AFL-CIO-CLC, (hereinafter the Union) has no involvement but as to which each of 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), and their management personnel have sole control at each of their plants, facilities and other operations. The

complaint alleges that these employment practices are part of a pattern or practice of resistance by the Companies to the full enjoyment of the right of employees and applicants for employment 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 that such practices are also in violation of the contractual obligations of the Companies under Executive Order 11246, as amended, not to discriminate in employment on the basis of race, color, sex or national origin. The complaint further alleges that the continuation of these practices perpetuates the effects of past practices of discrimination in employment by the Companies 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.

The Companies, 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 or failure to comply 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 Companies desire to resolve this action and all issues raised by the complaint which involve the Companies without the time and expense of contested litigation. Therefore, the Companies have consented to service of process in this judicial district, and the plaintiffs and the Companies have consented to the entry

of this Decree. It is also the desire of the plaintiffs and the companies to resolve, under the procedures set out in paragraph 19 of Consent Decree I entered this date, all charges and complaints filed with and pending before the 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 I entered this date will further the objectives of Title VII and Executive Order 11246, as amended, and this Decree and Consent Decree I 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 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 the Companies 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 the Companies or any of them of any pattern or practice of resistance to full enjoyment of rights under Title VII, or any violation of or failure to comply 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 Companies 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 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 or 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 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. The Companies, and each of them, their officers, agents, 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 otherwise comply with the provisions set forth in the body of the Agreement attached hereto and made a part hereof.

2. 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 and/or the Agreement attached hereto.

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.

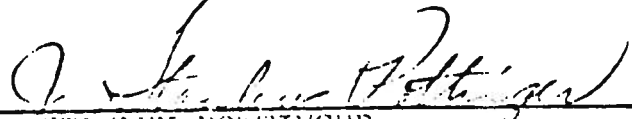
ORDERED this the 12th day of April, 1974.

A TRUE COPY
WILLIAM E. DAVIS, Clerk
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
BY: *Linda D. Phillips*

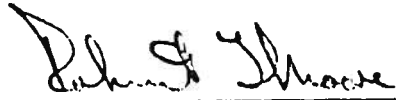
DEPUTY CLERK

Sam E. Painter
UNITED STATES DISTRICT JUDGE

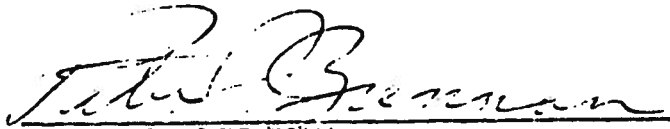
AGREED and CONSENTED to:




J. STANLEY POTTINGER
Assistant Attorney General




ROBERT T. MOORE
Attorney, Department of Justice
For the UNITED STATES OF AMERICA



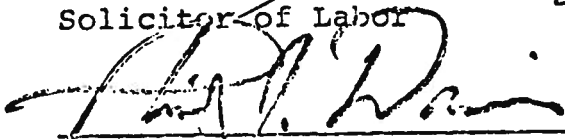
PETER J. BRENNAN
Secretary of Labor



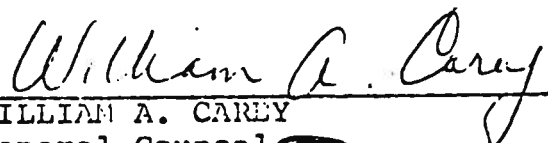
RICHARD F. SCHUBERT
Under Secretary of Labor




WILLIAM J. KILBERG
Solicitor of Labor



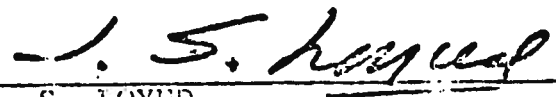
PHILIP J. DAVIS
Director of Office of Federal
Contract Compliance
For the UNITED STATES DEPARTMENT
OF LABOR



WILLIAM A. CAREY
General Counsel



WILLIAM L. ROBINSON
Associate General Counsel
For the EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION



J. S. LOYND
For the ALLEGHENY-LUDLUM INDUSTRIES,
INC.

W. T. Maxwell
W. T. MAXWELL
For the ARNICO STEEL CORPORATION

J. J. O'Connell
J. J. O'CONNELL
See Minutes

A. P. ST. JOHN

G. A. Moore, Jr.
G. A. MOORE, JR.
For the BETHELEHEM STEEL CORPORATION

J. L. Allison
J. L. ALLISON
For the JONES & LAUGHLIN STEEL CORPORATION

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

John R. Wall
JOHN R. WALL

W. C. Stoner
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For the REPUBLIC STEEL CORPORATION

R. Heath Larry
R. HEATH LARRY

George Johnston
J. GEORGE JOHNSTON
For the UNITED STATES STEEL CORPORATION

R. E. Graham
R. E. GRAHAM
For the WHIDDLING-PITTSBURGH STEEL CORPORATION

John R. Bohne

JOHN R. BOHNE
For the YOUNGSTOWN SHLEET & TUBE
CORPORATION

AGREEMENT

The parties to this Agreement desire to settle all matters raised by the complaint filed by the United States of America in United States of America v. Allegheny-Ludlum Industries, Inc., Civil Action No. _____ in the United States District Court for the Northern District of Alabama concerning employment opportunities in certain occupations and, in furtherance of that desire, do agree to the following:

1. DEFINITIONS -- For purposes of this Agreement the following definitions shall apply:

(a) The terms "Company" 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
7. United States Steel Corporation
8. Wheeling-Pittsburgh Steel Corporation
9. Youngstown Sheet & Tube Company

(b) The term "Production and Maintenance" or "P&M" shall refer to all occupations, and the employees working in such occupations, which are commonly so classified. Such terms shall embrace both those P&M jobs and employees represented by unions, as well as those unrepresented by unions.

(c) The term "Organized Clerical and Technical" or "Organized C&T" refers to all office, clerical and technical jobs, and the employees on such jobs, which are commonly recognized as such and which employees are represented by a collective bargaining agent.

(d) The term "Non-organized Clerical and Technical" or "Non-organized C&T" refers to all office, clerical and technical jobs, and the employees on such jobs, which are commonly recognized as such and which employees are not represented by a collective bargaining agent.

(e) The term "Plant Protection" refers to those jobs, and the employees on those jobs which are responsible for plant security and/or fire protection.

(f) The term "Supervisory" refers to all Management and such other positions, and the employees in such positions, which are commonly recognized as such and which employees are not represented by a collective bargaining agent.

(g) The term "Audit and Review Committee" as used in this Agreement shall refer to only the Company and Government members, or their alternates, on that committee created and provided for by paragraph 13 of Consent Decree I entered in the action referred to above.

(h) The term "Minorities" refers to all person defined as such for EEO-1 report purposes.

2. AFFIRMATIVE ACTION -- The companies at each of their plants, facilities or other operations listed in paragraph 3(c) and (d) of Consent Decree I entered in the above named action and at their headquarters shall by no later than 90 days after the date of this Agreement, but

no earlier than July 1, 1974, have conducted a utilization analysis and have established long range and annual interim goals and timetables for qualified minority and/or female representation wherever there is an underutilization of minorities and/or females in: (1) Production and Maintenance (hiring and initial assignment only), (2) Organized Clerical and Technical (hiring and initial assignment only), (3) Non-organized Clerical and Technical (hiring and initial assignment only), (4) Plant Protection (hiring and initial assignment only) and (5) Supervisory positions. Such analysis and the resulting goals and timetables shall be established in accordance with Revised Order No. 4 issued by the Department of Labor, Office of Federal Contract Compliance; 41 C.F.R. §60-2 (hereinafter Revised Order No. 4) as made more specific by the following:

(a) Where a utilization analysis reveals an underutilization of any minority group or of females in a group of jobs, there shall be established annual interim goals stated in terms of the percentage of new hires or promotees to be assigned to such group of jobs who are to be members of the underutilized minority group and/or females. In any event, interim goals for the first year following the date set forth in paragraph 2 above shall be targeted as indicated below, except where the Audit and Review Committee finds that the factors in Revised Order No. 4 do not so justify:

- (1) P&M Occupations: An interim goal of 20% of all new hires into P&M jobs to be female.

(2) Organized and Non-organized C&T Occupations

An interim goal of 15% of all new hires into Organized and Non-organized C&T jobs to be minority.

(3) Supervisory Occupations: An interim goal of 25% of all employees selected from the ranks of P&M and Organized and Non-organized C&T employees who are selected for Supervisory positions or for Management Training to be minority and female.

(b) Such interim goals provided for by paragraphs (a) (1) and (2) above shall be implemented in a manner which assures equitable assignment of qualified minorities and females to all units in which vacancies occur which are filled by new hires.

(c) To assure sufficient qualified minority and female applicants for new hire into P&M, C&T and plant protection positions, each Company shall undertake an affirmative recruitment program when it is hiring. Such programs shall include an advertising campaign calculated to reach potential minority and female applicants. Each Company shall also undertake a general advertising campaign through media designed to inform minority groups and females of the Company's commitment to the purposes and objectives of this Agreement. Each Company's recruitment and advertising program shall be available for review by the Government member of the Audit and Review Committee.

3. ADEQUACY OF AFFIRMATIVE ACTION PLANS -- (a)

All goals and timetables established pursuant to paragraph 2 above, shall be submitted, with the relevant utilization analysis, including support data, to the Office of Federal Contract Compliance of the Department of Labor, or its designated representative, for approval.

(b) In addition to establishing goals and timetables for qualified minority and female representation in the occupations covered by paragraph 2 above, the Companies at each of their plants, facilities and other operations, shall review their affirmative action plans required by Executive Order 11246, as amended, with regard to the adequacy of such plans to correct the underutilization, if any, of minorities and/or females in other occupations. The product of such review, including the relevant utilization analysis and support data, shall be submitted to the Office of Federal Contract Compliance of the Department of Labor, or its designated representative, for approval.

(c) All long range and interim goals and all timetables established pursuant to this Agreement shall be reviewed annually by the Companies and by the Office of Federal Contract Compliance of the Department of Labor, or its designated representative, to determine if they should be adjusted and in order to monitor the Companies' efforts to meet and comply with such goals and timetables.

(d) No Company's compliance shall be judged solely by whether or not it reached its long range and interim goals and met its timetables. Rather, in accordance with Revised Order No. 4, each Company's

compliance posture at each of its plants, facilities or other operations shall be determined by reviewing the extent of the Company's adherence to its long range and interim goals and its good-faith efforts made toward the realization of those goals within the timetables established.

(c) Prior to the taking of any action pursuant to this Decree or under Executive Order 11246, as amended, where a dispute arises between a Company and the Office of Federal Contract Compliance of the Department of Labor, or its designated representative, the matter shall first be submitted to the Company's representative and the Government's representative on the Audit and Review Committee established pursuant to Consent Decree I, for attempted resolution.

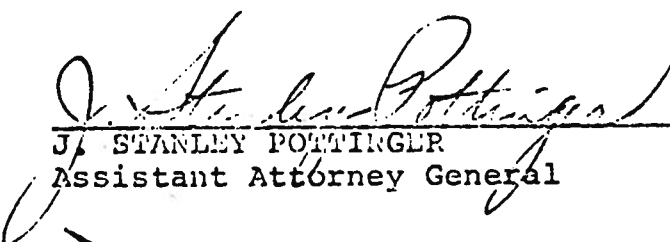
4. EMPLOYEE SELECTION PROCEDURES -- The Companies shall comply with all provisions of paragraph 11 of Consent Decree I in the use of employee selection procedures with regard to the hiring, assigning, and promoting of employees within the occupations and positions covered by this Agreement. No employee selection procedure which does not meet the requirements and standards called for by paragraph 11 of Consent Decree I shall be used by a Company as justification for its failure to meet any long range or interim goals or timetables required by this Agreement.


5. RECORDS AND REPORTS -- (a) Each Company shall maintain appropriate personnel, payroll, and other records necessary to assure full compliance with and progress made under the provisions of this Agreement. Such records shall include for each assignment of new and/or incumbent

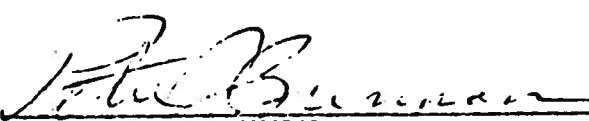
employees to jobs subject to any goals and timetables established pursuant to this Agreement, the name, race, sex and plant service date of the person selected and assigned, with an indication of the available applicants or bidders by race or national origin and sex, from which the selection for the assignment was made.


(b) Each party to this Agreement may propose amendments to overcome any short comings in this Agreement or to reflect any relevant change in applicable law by referring it to the Audit and Review Committee. If the Company and the Government members on the Audit and Review Committee are unable to reach agreement on any matter referred to it pursuant to this Agreement, such matter may be brought before the Court for final resolution by any party to this Agreement.


AGREED and CONSENTED to this 14th day of August, 1974.


J. STANLEY POTTINGLER
Assistant Attorney General


ROBERT T. MOORE
Attorney, Department of Justice
For the UNITED STATES OF AMERICA


PETER J. BRENNAN
Secretary of Labor


RICHARD F. SCHUBERT
Under Secretary of Labor


WILLIAM J. KILBERG
Solicitor of Labor

Philip A. Davis

PHILIP A. DAVIS
Director of Office of Federal
Contract Compliance
For the UNITED STATES DEPARTMENT
OF LABOR

John H. Powell, Jr.

JOHN H. POWELL, JR.
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