

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Sent for Microfilming

MAR 13 1995

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
) Civil Action
v.) No. 73 C 972
)
UNITED AIR LINES, INC., et al.,)
)
Defendants.)

Filed on _____

INDEXED

MAR 13 1995

FINAL AMENDED CONSENT DECREE

On April 16, 1973, the United States filed a complaint, amended February 25, 1974, alleging that United Air Lines, Inc. ("United") engaged in a pattern or practice of employment discrimination based on race, national origin, and sex in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII"). The complaint also alleged that the unions with which United then bargained collectively -- the International Association of Machinists ("IAM"), Air Line Pilots Association, International ("ALPA"), Communication Workers of America ("CWA"), Transport Workers Union ("TWU"), and the Air Line Employees Association ("ALEA") -- had negotiated contract provisions which were discriminatory or which perpetuated the effects of United's alleged discrimination. The complaint sought relief for minority and female persons who may have been adversely affected by the acts and practices alleged.

On April 1, 1974, the Equal Employment Opportunity Commission ("EEOC") was substituted for the United States as

plaintiff herein, pursuant to Section 707(c) and (d) of Title VII, as amended, 42 U.S.C. § 20003-6(c) and (d). After a partial trial, the case was adjourned for settlement negotiations.

On April 30, 1976, a Consent Decree was entered into in this action by the EEOC, United and all the union defendants except IAM which provided monetary and other relief to various claimants and made modifications to certain seniority systems. The Decree also required United to provide periodic reports regarding hiring efforts and representation for over 20 job groups and to make good faith efforts to meet certain hiring and incumbency goals. The Decree which was also entered as a Final Judgment against IAM has been amended from time to time.

On September 9, 1988, the EEOC filed an action seeking to enforce provisions in the Consent Decree pertaining to pilot hiring. The EEOC, ALPA, and United resolved the enforcement action through settlement agreements regarding pilot hiring which were signed on April 27, 1993 ("Agreement I"), June 15, 1993 ("Agreement II"), September 24, 1993 ("Agreement III"), and April 12, 1994 ("Agreement IV"). Agreements I through III have been fully implemented and Agreement IV is now being implemented.

The CWA and ALEA no longer represent any employees at United. The flight attendants are now represented by the Association of Flight Attendants ("AFA"), successor collective bargaining representative to ALPA.

The parties agree that there has been substantial compliance with the Consent Decree and, therefore, all remaining parties to the Decree desire to terminate most of the Decree's provisions.

It appears to the Court that the purposes of the Consent Decree have been accomplished and the entry of this Final Amended Consent Decree is appropriate.

Now, Therefore, It Is Hereby ORDERED, ADJUDGED AND DECREED as follows:

I. GENERAL PROVISIONS

1. This Court has jurisdiction of the subject matter of this action and the parties hereto.

2. AFA is substituted for ALPA in this action as collective bargaining representative for United's flight attendants. The CWA, the ALEA and the AFA are hereby dismissed from this action with prejudice.

3. Neither the agreement to entry of this Final Amended Consent Decree nor anything in this Decree or accomplished thereby shall be construed to be, or shall be admissible in any proceeding as evidence of an admission, or shall be used as a defense, by defendants, or any of them, of any pattern or practice of resistance to the full enjoyment of rights under Title VII of the Civil Rights Act of 1964, as amended, 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 federal, state or local equal employment law or order.

4. Except for Section VII, paragraphs 1 and 2, and Section XII, the Consent Decree entered on April 30, 1976, as amended, is dissolved. Section VII, paragraphs 1 and 2, and Section XII of the Consent Decree, as amended, are set forth below as Section II, paragraphs 1 and 2, and Section III, respectively, in order that this Final Amended Consent Decree includes all presently applicable terms and no reference to the dissolved Consent Decree will be necessary.

5. Entry of this Final Amended Consent Decree shall not prejudice the rights of anyone who has previously filed a lawsuit or claim with the Implementation Committee alleging violations of the Consent Decree or other employment discrimination laws by any party to this action or its agents. This Final Amended Consent Decree may not be offered as evidence of compliance or non-compliance with Title VII or any other federal, state or local employment law or order in any judicial or administrative proceeding.

II. SENIORITY

1. All job classifications covered by the United-IAM Ramp and Stores, Food Services, Mechanic, Dispatchers, Communications Employees and Security Officers Agreements as well as those jobs covered by United's agreement with the TWU shall henceforth be governed by the following seniority for purposes of determining priorities in layoffs and recalls:

a. Classification seniority for all employees who have a classification seniority date in the job classification in question greater than July 2, 1965.

b. A seniority date of July 2, 1965 for all employees who were initially hired by United prior to July 2, 1965 but who have a classification seniority date in the job classification in question less than July 2, 1965.

c. Company seniority for all employees who were initially hired by United after July 2, 1965 or have an adjusted company seniority date after July 2, 1965 and did not enter the job classification until after July 2, 1965.

d. Employees in promoted positions holding seniority under the Mechanic, Ramp and Stores, Food Services, Dispatchers or Security Officers Agreements or who are hereafter promoted to such positions, upon return to a position under one of the Agreements in which they hold seniority, shall have their Company seniority adjusted (for purpose of layoffs and recalls) in the same manner as their Classification seniority is adjusted pursuant to the seniority provisions of the collective bargaining agreement.

2. An employee in a job classification covered by the IAM-United Mechanic, Ramp Service, Food Service and Security Officer collective bargaining agreements who is laid off in his/her classification at a point shall have the choice of exercising seniority in that classification pursuant to the Seniority Article of such collective bargaining agreements or take layoff.

If he/she has been in his/her present classification 2 years or more and if he/she does not have sufficient seniority as defined in paragraph 1 to fill a vacancy or displace an employee in his/her present classification on this system, then he/she can exercise his/her seniority as defined in paragraph 1 to any classification in which he/she has worked in the same manner as those employees who have been in their classification less than two years as now provided in the Seniority Article of such collective bargaining agreements. In the event an employee exercises his/her seniority to return to a lower-rated classification, he/she must return to the highest lower-rated classification in which he/she holds seniority or forfeit all seniority held in that or any other classification higher than the classification to which he/she returns.

3. Except pursuant to Section III, all individual classification adjustments granted to IAM represented employees under the Final Consent Decree entered April 30, 1976, as amended, and under this Amended Consent Decree, shall remain in full force and effect.

III. EFFECT ON COLLECTIVE BARGAINING

The terms of this Decree set forth in Section II shall be fully binding upon United and the IAM and TWU or their successor unions and are hereby made part of such collective bargaining agreements and shall be expressly printed and incorporated therein at the next printing of such contracts. Provided, however, nothing in this Decree shall operate to change the

collective bargaining rights of United or the IAM or TWU or their successor unions nor prevent the Company and the IAM or TWU or their successor unions from pursuing normal collective bargaining related to areas covered by this Decree so long as nothing done therein shall be inconsistent with the intent of the Final Amended Consent Decree.

IV. MONITORING

1. An Implementation Committee ("Committee"), comprised of up to two representatives of each of the parties listed in either Paragraph 4 or 5, below, shall monitor compliance with this Final Amended Consent Decree and Settlement Agreement IV. Each party shall have one vote on the Committee. Any member of the Committee may bring a dispute to the Committee for resolution. The Committee's authority is limited to accepting those disputes set forth in Paragraphs 4 and 5, below, and is restricted to the remedies authorized by Title VII. Any such dispute must be resolved and its resolution reported to the employee(s) affected within a reasonable period of time.

2. Decisions of the Committee shall be by unanimous agreement. If the parties on the Committee are unable to reach unanimous agreement on any matter placed before it, such matter may be brought before the Court for resolution by any party on the Committee.

3. This Committee will be dissolved on December 31, 1995, unless there are unresolved matters before the Committee on that date, in which event the Committee shall remain in existence

until those matters are resolved. If the Committee continues after December 31, 1995 it will only be authorized to resolve matters presented to it on or before that date.

4. United, the EEOC, and IAM shall constitute the Committee for the purpose of determining certain mechanic seniority claims. The Committee may award seniority adjustments to those mechanics whose claims arose before the effective date of this Final Amended Consent Decree, provided that any such mechanic is determined to have met each of the following standards:

- a. Transferred into a mechanic position after January 1, 1976;
- b. Black or of Hispanic (not Italian) descent or origin;
- c. Company seniority date prior to January 1, 1969;
- d. Applied for a mechanic or lead mechanic position (or filled out a transfer request or took the Bennett Mechanical test) on or before December 1977;
- e. Had a tenth grade education or greater;
- f. Had at least one year of general mechanical or aeronautical mechanical experience or at least one year of full-time or two years of part-time specific aircraft training;
- g. Had one year in IAM Group III or Group II; and
- h. For a line mechanic position only, had the required FAA or FCC license(s).

5. United, the EEOC, and ALPA shall constitute the Committee for the purpose of resolving any disputes regarding compliance with Settlement Agreement IV.

6. A notice of this Final Amended Consent Decree shall be posted for a period of sixty days on bulletin boards at each of

United's facilities where communications to employees are now posted. Copies of the Final Amended Consent Decree will be available to employees at United's employee relations offices.

V. RELEASE OF CLAIMS FORMS

1. To accept monetary or other relief under this Final Amended Consent Decree or under Settlement Agreement IV, an individual must first execute and return a notarized release in the form previously approved by the Court in an Order entered on February 18, 1994.

VI. TERMINATION AND RETAINED JURISDICTION

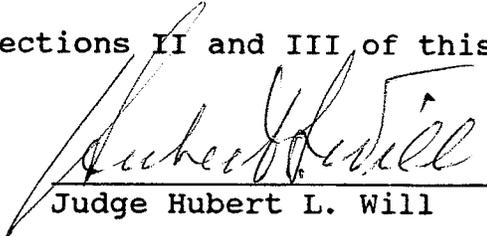
1. Except as stated above, no new individual claims or private lawsuits seeking to allege violations of the Consent Decree, as amended, may be filed after the date this Final Amended Consent Decree is entered.

2. Except for the provisions of Sections II and III of this Amended Consent Decree, this Decree shall terminate June 30, 1996.

3. The identity of the claimants covered by any of the Settlement Agreements referred to above, the relief received and any documents with respect to such claimants shall not be disclosed except by Order of this Court, agreement of the parties, or where necessary to effectively implement the Settlement Agreements.

4. The Court retains jurisdiction after June 30, 1996 solely for the purpose of enforcing Sections II and III of this Amended Consent Decree.

ORDERED THIS 2nd DAY OF March 1995

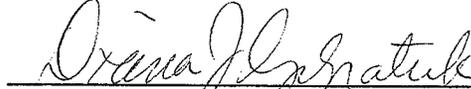


Judge Hubert L. Will

AGREED AND CONSENTED TO BY:
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: 

GERALD D. LETWIN
Assistant General Counsel
Systemic Litigation Services

By: 

DIANA J. GILPATRICK
Senior Trial Attorney
Systemic Litigation Services

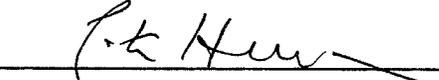
Dated: September 13, 1994

UNITED AIRLINES, INC.

By: 

Dated: July 18, 1994

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

By: 

Dated: September 20, 1994

ASSOCIATION OF FLIGHT ATTENDANTS

By: *A. H. H.*

Dated: September 20, 1994

TRANSPORTATION WORKERS UNION

By: _____

Dated: _____

APPROVED AS TO FORM:

INTERNATIONAL ASSOCIATION OF
MACHINISTS

By: *R. H. B.*

Dated: September 20, 1994

ASSOCIATION OF FLIGHT ATTENDANTS

By: _____

Dated: _____

TRANSPORTATION WORKERS UNION

By: Paul Sufko

Dated: Feb. 28/1995

APPROVED AS TO FORM:

INTERNATIONAL ASSOCIATION OF
MACHINISTS

By: _____

Dated: _____

SENT VIA FAX 2/28/95
FAX # 312-701-7711
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