

EEOC v. AT&T Consent Decree (5/30/1974)

Copied from the Appendix to:

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Appendix C

Consent Decree: Peter J. Brennan, Secretary of Labor, United States Department of Labor, Equal Employment Opportunity Commission, and United States of America v. American Telephone and Telegraph, *et al.* May 30, 1974

In the United States District Court for the Eastern District of Pennsylvania

Peter J. Brennan, Secretary of Labor, United States Department of Labor, Equal Employment Opportunity Commission, and United States of America, Plaintiffs,
v.

American Telephone and Telegraph Company,
New England Telephone and Telegraph Company,
The Southern New England Telephone Company,
New York Telephone Company,
New Jersey Bell Telephone Company,
The Bell Telephone Company of Pennsylvania
and the Diamond State Telephone Company
The Chesapeake and Potomac Telephone Company,
The Chesapeake and Potomac Telephone Company of Maryland,
The Chesapeake and Potomac Telephone Company of Virginia,
The Chesapeake and Potomac Telephone Company of West Virginia,
Southern Bell Telephone and Telegraph Company,
South Central Bell Telephone Company,
The Ohio Bell Telephone Company,
Cincinnati Bell Inc.,
Michigan Bell Telephone Company,
Indiana Bell Telephone Company, Incorporated,
Wisconsin Telephone Company,
Illinois Bell Telephone Company,
Northwestern Bell Telephone Company,
Southwestern Bell Telephone Company,
The Mountain States Telephone and Telegraph Company,
Pacific Northwest Bell Telephone Company,
The Pacific Telephone and Telegraph Company
and Bell Telephone Company of Nevada, Defendants.

Civil Action No. 74-1342

The Equal Employment Opportunity Commission (hereinafter, EEOC), the Secretary of Labor (hereinafter, the Secretary), and the United States of America having filed their Complaint herein, the EEOC pursuant to Sections 706(f)(1) and 707 (e) of Title VII, of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (hereinafter, Title VII), the Secretary pursuant to Sections 6 (d), 15 (a) (2) and 17 of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201 *et seq.* (hereinafter, the Equal Pay Act), and the United States pursuant to Executive Order 11246, as amended (hereinafter, the Executive Order), and the Defendants having filed their Answer denying the allegations in the Complaint,¹ and the parties having waived hearings and findings of fact and conclusions of law, the following order is entered without any admission by any of the Defendants or finding by the Court of any violation by any of the Defendants of any of the above-mentioned statutes or Executive Order, or any regulations adopted pursuant thereto.

Now, therefore, it is ORDERED, ADJUDGED AND DECREED as follows:

Part A

I. Management Promotion Pay Plan

Definitions:

1. "Salary Band" is a category with a stated minimum and a stated maximum salary rate which includes a number of management positions determined by the respective Company to be of comparable value for compensation purposes.
2. "Salary Zone" is a geographic area of a Company's operation within which compensation rates are separately determined.
3. "Most favored sex" means the sex having the higher average rate of pay on promotions to a salary band (or job for back pay determinations) during the respective study periods (July 1, 1972 to June 30, 1973;² or June 1, 1972 through May 31, 1974).
4. "Least favored sex" means the sex having the lower average rate of pay on promotions to a salary band (or job for back pay determinations) during the study period.
5. "Through Promotion" limits the employees included in the calculation required to establish a minimum entry rate, and the employees entitled to back pay pursuant to Section II, C., below, to those employees entering a manage-

¹ Defendants assert that venue in the present action is improper as to all Defendants except the Long Lines Department of the American Telephone and Telegraph Company, and The Bell Telephone Company of Pennsylvania. However, all Defendants have waived objections to venue for the limited purpose of the entry of this Decree. By submitting to the jurisdiction of this Court and waiving objections to the venue of this Decree, all Defendants preserve their rights to object to the appropriateness of jurisdiction and venue in all other actions or as to any other claims brought in this or any other federal judicial district.

² For establishing the minimum entry rate for each salary band, the study period with respect to New England Telephone and Telegraph Company shall be January 1, 1973 to June 30, 1973.

ment band as a result of a promotion³ from any position or band with a lower maximum rate.⁴ Neither calculation shall include employees entering as new hires, entering through lateral transfer, or temporarily promoted.

6. "Temporarily Promoted" means a promotion in which the employee does not assume all the duties and responsibilities of the assigned position or a promotion for a specific period of time which is not a permanent assignment.

A. In each Operating Telephone Company, A.T.&T. Long Lines, and A.T.&T. General Departments, job evaluation is the primary vehicle by which management positions (excepting certain professional or other specialized positions) are classified into various salary bands.⁵

B. No later than June 30, 1975, each Company will have completed its job evaluation study in management levels 1 and 2 (as described in A above) and shall have placed each position in the salary band for which it qualifies, based on the evaluation results. Upon placement in a new salary band, salaries of employees below the minimum (dollar) entry rate, as described below, of the band will be brought to the minimum (dollar) entry rate.

C. Within each Operating Telephone Company, A.T.&T. Long Lines, and A.T.&T. General Departments, a minimum (dollar) entry rate shall be established for each salary band in management levels 1 and 2 for each salary zone, based on a study of entry rates paid in all salary zones (converted into percentages of zone maximum rates at the time of promotion) to the most favored sex entering that salary band through promotion during a study period between July 1, 1972 and June 30, 1973. The minimum (dollar) entry rate for each salary band shall equal the average salary rate of the most favored sex who entered the band through promotion during the study period of July 1, 1972 to June 30, 1973. The minimum entry rate shall be a separate dollar amount for each salary zone. Where fewer than five employees of each sex were promoted to a salary band during the study period, the study period shall be expanded in the following manner so that the base of employees studied shall include five employees of each sex: (1) first, to post-study periods in chronological order up to the date of this Decree; and (2) if necessary, to pre-study periods in reverse chronological order, not to exceed two years prior to July 1, 1972. Where no reasonable sex-mix (minimum of five of each sex) can be obtained by expanding the base period, the minimum entry rate

³ In Wisconsin Telephone Company and The Ohio Bell Telephone Company "promotion" includes only reassignments which entitle the employees to a promotional salary increase consistent with the promotion pay practices of those Companies.

⁴ Maximum rates means the highest attainable salary rate for completely satisfactory performance and does not include salary rates attainable only for outstanding performance.

⁵ Defendants note that their purpose in establishing minimum entry rates by salary bands rather than jobs is based on salary administration and personnel reasons, and Defendants deny that these bands are required for compliance with the Equal Pay Act, Title VII or the Executive Order.

for any salary band shall be established as described above, providing at least one employee of each sex was promoted to the band in question. When a study discloses no promotion of employees of one sex, the minimum entry rate shall be established at 85% of the maximum rate for the salary zone expressed in dollars. In no instance shall the minimum (dollar) entry rate established for a salary band by any method exceed 85% of the maximum rate for the salary zone.

D. In each Operating Telephone Company, A.T.&T. Long Lines, and A.T.&T. General Departments, salaries of employees below the minimum (dollar) entry rate in any salary band in management levels 1 and 2 shall be adjusted upward to the minimum rate as of the first day of the first full calendar month following the date of this Decree.

E. In each Operating Telephone Company, A.T.&T. Long Lines and A.T.&T. General Departments, no employee entering a given salary band in management levels 1 and 2 through promotion in the future shall be paid a salary less than the minimum (dollar) entry rate, upon promotion to that band.

F. When and if a salary structure (the combined salary bands in a management level) in management levels 1 and 2 are revised in any Company covered by this Decree, the minimum (dollar) entry rates for the salary bands in the revised structure shall conform to the greatest extent possible with the pattern of rates established in the salary bands existing on the date of this Decree.

The minimum (dollar) entry rate for each new salary band shall be at least as high as the minimum rate of the band in which the majority of the employees in the new band were previously located, subject to the 85% limitation described in C above. Minimum (dollar) entry rates established under this Decree shall not be decreased in corresponding salary bands in the revised structure as a result of such restructuring.

G. Except as specifically modified by the Management Promotion Pay Plan set forth herein, the management pay practices of any Operating Telephone Company, A.T.&T. Long Lines or A.T.&T. General Departments are not affected by this Decree.

Exceptions:

1. The minimum (dollar) entry rate for the applicable salary band and salary zone need not apply to an employee initially hired into management levels 1 or 2. However, within two years from an employees' initial employment in management levels 1 or 2, a Company shall compensate such employee at least at the minimum rate established for the applicable salary band and salary zone.
2. In the Ohio Bell Telephone Company, Illinois Bell Telephone Company, the Long Lines Department of the American Telephone and Telegraph Co, and The Pacific Telephone and Telegraph Company (and Bell Telephone Company of Nevada), which have implemented management promotion pay plans which

the parties agree are at least as favorable to employees as the promotion pay plan set forth above, continued use of their respective plans complies with the requirements of Title VII, the Equal Pay Act, and the Executive Order, provided that either their own promotion pay plan, a combination of their own plan and the plan set forth above, or the plan set forth above, is applicable to management levels 1 and 2.

3. The minimum (dollar) entry rate for the applicable salary band and salary zone shall not apply to employees temporarily promoted; provided, however, that where an employee has occupied a position for more than sixty calendar days, the promotion shall no longer be considered temporary and the employee shall be brought to the applicable minimum entry rate.

II. Back Pay

In each Operating Telephone Company, A.T.&T. Long Lines and A.T.&T. General Departments, back pay awards shall be granted to certain employees under this Decree (limited as noted, Section II, E, below). Such awards shall be limited to situations and time periods in which employees in management levels 1 and 2, of both sexes have been engaged in performance of equal work; that is, jobs involving substantially the same duties, the performance of which require equal skill, effort and responsibility, and which are performed under similar working conditions.

- A. Such awards shall be based on an examination in each Company of entry rates in positions within the same salary band which have the same first two digits of Bell System status codes and the same Bell System job duties codes (as revised and verified by each Company) on a Company-wide basis,⁷ during the period from the first day of the first full calendar month following the date of this decree to two years prior to that date. Within 90 days from the date of this Decree, each Company shall furnish the government Plaintiffs with a list of all positions in management levels 1 and 2, which are in the same salary bands, have the same first two digits of the Bell System status codes and the same Bell System job duties code, and which the Company contends do not involve "equal work," as defined above. For each group of such management positions on the list furnished to the government Plaintiffs, each Company will provide a summary of the bases on which it has determined that such positions do not involve "equal work." The government Plaintiffs shall within 60 days from the receipt of such lists, review the listings and conduct such investigations as they deem appropriate to verify the information provided and the accuracy of the Company's determination. In the event of a dis-

⁷ Defendants note that their agreement herein to pay back and establish minimum entry rates on a "Company-wide" basis by Defendants is based on salary administration and personnel reasons and Defendants deny that jobs in different "establishments" or "locations" may be compared under the Equal Pay Act, Title VII, or the Executive Order. [Footnotes have been numbered as in the original copy, which does not include a note 6-Editor.]

agreement as to any determination made by any Company, the government Plaintiffs shall follow the procedure provided in Part B, Section II, C, below. As to any management positions for which the procedures of Part B, Section II, C, below are invoked, the payment of back pay shall be made within 30 days of the final resolution of such procedures.

- B. Each Company shall calculate a minimum (dollar) entry rate for each job (as determined in Section II, A, above) into which employees of both sexes have been promoted, in management levels 1 and 2. The calculation shall be made in the same manner as provided in Section I, C, above. The minimum rate shall be a separate (dollar) amount for each salary zone.
- C. Any employee who entered a job in management levels 1 or 2 through promotion, who was a member of the least favored sex as defined above, and who was employed in such a job after two years prior to the first full calendar month following the entry of this Decree at a rate of pay below the minimum (dollar) job entry rate calculated for the job pursuant to Section II, B, above, shall receive an amount equal to the difference between the minimum job entry rate for the applicable job and the individual's salary rate(s).
- D. Back pay awards shall be granted for the period of time such employee has been performing a job which qualifies for an award since two years prior to the first day of the first full calendar month following the entry of this Decree.
- E. Back pay awards for The Pacific Telephone and Telegraph Company (including Bell Telephone Company, The Mountain States Telephone and Telegraph Company, The Ohio Bell Telephone Company, the Long Lines Department of the American Telephone and Telegraph Company, and Illinois Bell Telephone Company, which have introduced alternative entry rate plans shall be limited to the period of time and management level(s) to which such plans did not apply during the period provided in C and D above.

Part B

I. Effect of Decree

A. As to the specific issues identified in the Complaint and Decree, compliance with the terms of this Decree resolves all existing questions among the parties of the Bell Companies' compliance, for acts or practices occurring prior to the date of this Decree, with the requirements of Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, and Executive Order 11246, as amended. Moreover, compliance with the terms of the Decree in the future will constitute compliance with such laws, orders, and regulations as respects those issues specifically dealt with in the Decree.

- B. Acceptance by any person of individual relief ordered in Part A, Section II of

this Decree shall constitute a waiver and release by such person of any claims for alleged violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 1981, 1983, Executive Order 11246, as amended, or any applicable state fair employment practice laws or regulations based upon occurrences prior to the date of this Decree as respects those issues dealt with in the Decree.

C. As to the specific issues resolved in this Decree, the parties agree to continue the procedures and agreements implemented pursuant to Part B, Section I, A-B, of the Memorandum of Agreement of January 19, 1973, entered between these same parties with respect to non-management employees.

D. The Plaintiffs further agree:

- 1) That they will not, in any claim action or proceeding (including rate cases), involving any of the Defendants, initiate, encourage, fund, intervene in support of or advocate by *amicus* brief or otherwise, a position inconsistent with this Decree.
- 2) That EEOC will advise its Regional and District offices, as well as state and local agency grantees, and the Department of Labor will advise its Regional and District offices and contract compliance agencies, that the Decree will bring the Bell Companies into compliance with Title VII, the Equal Pay Act, and the Executive Order requirements as to the specific issues identified in the Decree and that, to the limit of EEOC's contractual power to insure such a result, such Companies shall not be the subject of enforcement programs funded by EEOC, as to the matters covered herein.
- 3) That any actions taken by EEOC Regional or District offices or Department of Labor Regional or District offices or OFCC field offices which any Bell Company believes to be inconsistent with the terms of this Decree may be brought to the attention of the national headquarters of the EEOC, Department of Labor, or OFCC, as appropriate, and such national headquarters shall become the party with whom such Bell Company may resolve such compliance issues.

II. Compliance Procedures

A. The government plaintiffs shall endeavor to coordinate their efforts to assure compliance with this Decree and shall develop such procedures as may be appropriate to this end.

B. As to the issues resolved in this Decree, the parties agree that Defendant Companies shall provide the following reports within 8 months of the date of this Decree:

- 1) By each Company, a list of employees by race and sex paid back wages under Part A, Section II, and the amount paid to each;

- 2) By each Company, a list of employees by race and sex accorded wage raises pursuant to Part A, Section I, D.

Nothing in this Decree shall limit the right of the Department of Labor to make investigations under Section 11 of the Fair Labor Standards Act nor the right of EEOC to investigate charges pursuant to Section 706 (b) of Title VII.

C. The government will promptly notify the Bell Company involved and A.T.&T.⁹ of any problems of noncompliance with this Decree which they believe warrant investigation. Such Company will be given 60 days to investigate the complaint and conciliate with the government regarding the taking of any appropriate corrective action. At the end of this period, the government, if not satisfied, may seek an appropriate resolution of the question by the Court.

III. Duration of the Decree

A. The Court retains jurisdiction of this action for entry of such orders as are necessary to effectuate the provisions of this Decree. The term of this Decree shall be five years from this date, but as to the specific issues dealt with herein, the Defendants are permanently enjoined from violating the provisions of the Equal Pay Act, Title VII, and the Executive Order. Upon certification to this Court that the payment of back wages ordered in Part A, Section II, has been made, that portion of this Decree will be dissolved as having been satisfied. Defendants waive none of their rights to move for dissolution or modification of this Decree at any time in addition to those specifically provided for in Subsection B below.

B. Opinion letters have been issued by the General Counsel of EEOC and the Wage and Hour Administrator and are attached hereto as Exhibits A and B, respectively. Should either opinion or portion thereof be withdrawn or overruled, the Plaintiffs will, at the request of the Defendant(s) affected by such withdrawal or overruling, join such Defendant(s) in moving the Court to dissolve any portion of the Decree which involves the issue or issues with respect to which the opinion letter has been withdrawn or modified, and to strike any portion of the pleadings in this action relevant thereto, and such motion shall be granted.

So Ordered: Leon Higginbotham
Judge, United States District Court

⁹ The responsibility of A.T.&T., apart from responsibility for the compliance of its own departments, shall be limited to: (1) in case of an irreconcilable conflict between the government and an individual Bell Company, to use its good offices to aid in achieving a resolution of such conflict; (2) the provision of advice to its associated telephone companies as to the meaning of the Decree and the procedures for compliance; and (3) the coordination of reports required by PART B, Section II, B. [Footnotes have been numbered as in the original copy, which does not include a note 8-Editor.]

Consent to the entry of the foregoing Decree is hereby granted.

AMERICAN TELEPHONE AND TELEGRAPH COMPANY, for itself and on behalf of its associated telephone companies as set forth herein.

[Signed:] Charles Ryan
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Appendix D

Addendum 1975. Summary of Supplemental Agreement, May 13, 1975

On May 13, 1975, the federal government and AT&T modified the January 1973 Consent Decree because reviews of company performance revealed that the 1973 intermediate targets were not met for many job classifications in many companies (Tables D.1, D.2). The Supplemental Agreement¹ provides for new procedures for priority hiring and promotion of women and minorities in order to eliminate 1973 deficiencies. Some of the difficulty in implementing the original Consent Decree was perhaps due to the late submission of 1973 intermediate targets thereby delaying the joint (government and AT&T) on-site reviews of the Bell System companies. These reviews were not started until April 1974, some fourteen months after the signing of the Consent Decree. The initial monitoring mechanisms were found to be ineffective and neither the "affirmative action override" nor aggressive recruitment had been utilized to meet race, sex, and ethnic-group intermediate targets.

Many of the problems encountered in 1973 were minimized to such an extent in 1974 that on a system-wide basis the Bell companies had achieved more than 90 percent of their intermediate targets. Thus, the Government Coordinating Committee (GCC) recommended and AT&T agreed to an aggregation of 1973, 1974, and 1975 targets into a supplemental action program. "Good faith efforts" supported by documentation warranted some reduction of these deficiencies. A carry-forward procedure based on priority placement of minorities and women reserves 50 percent of projected job opportunities for them.

The Supplemental Order provides that the shortfalls in the targets of specific establishments that have not been eliminated by December 31, 1976 may be prorated by the operating companies to other establishments. Thus, an element of flexibility has been introduced into the system through the distribution of deficiencies to establishments elsewhere in the operating system where job vacancies exist. The supplemental order also requires payment of specified sums (ranging from \$125 to \$1500) to certain employees whose hiring or promotions were delayed by company employment practices. Each company will contribute to a Bell System Affirmative Action Fund, to be administered by the Human Resources Development Department of AT&T for such programs as: (1) studies designed to examine equipment used in craft positions which has been an obstacle to women's performance; (2) management training programs to determine technical skills and knowledge required for second and third level management; (3) feasibility study on the value of awareness training packages for supervision of minorities and female managers.

¹ Supplemental Agreement, *Equal Employment Opportunity Commission, James D. Hodgson, Secretary of Labor, United States Department of Labor and United States of America, May 13, 1975, Civil Action No. 73-149.*

Both sides have recognized the difficulties of implementing a complex consent decree. The federal government has defined a "good faith effort" especially for hiring and promoting women to outside craft jobs. If the detailed actions for recruiting, selection, plant training, and placement of women in these nontraditional jobs are undertaken, the company has met the good faith efforts requirement and is in compliance with respect to these obligations. Many companies had complained that it was exceedingly difficult to meet the 19 percent goal for women in outside craft jobs. Now they only need to demonstrate that they have taken those "efforts which a reasonably prudent manager would have foreseen and undertaken in furtherance of a legal objective."

The federal agencies also clarified the "affirmative action override" principle. The 1973 Consent Decree provided for application of affirmative action override of contractual seniority provisions in cases where intermediate targets in nonmanagement jobs (classifications 5-15) were not being achieved. The companies are permitted to evaluate candidates for promotion and hiring on the basis of applicable selection criteria provided in collective bargaining agreements or pursuant to Bell System operating company practices. However, to the extent that any operating company is unable to meet its intermediate targets in job classifications 5-15 using these criteria, the Decree requires (except for some special situations in job classifications 9 and 10) that the selections will be from among any "at least basically qualified candidates" from the deficient groups.²

The companies apparently were discouraged from using the "affirmative action override" in 1973 by the filing of grievances. The Communications Workers of America (CWA), The International Brotherhood of Electrical Workers (IBEW), and the Alliance of Independent Telephone Unions have challenged the decree and supplemental order in court. Their main objection is that the seniority provisions of collective bargaining agreements can be overridden where necessary to meet intermediate targets. The company seems pleased that some of the 1973 deficiencies in nontraditional jobs were reduced as a result of "good faith efforts." Since final goals and interim targets for job classifications may be modified in the future through negotiation, the managerial prerogatives of the company are intact.

² Appendix C of Supplemental Agreement, May 13, 1975.

Table D.1 Employment Performance of Bell System, 1973-1974 (From Supplemental Agreement 73-149)

Job Categories	Employment Profile 12/31/74	Net Gains in 1973 and 74	Percent Increase
Women, Second level management and above	7,570	2,402	46
Women, craft jobs	14,032	7,625	119
Blacks, second level management and above	921	415	82
Blacks, craft jobs	14,073	1,778	14
Spanish-surnamed Second level management and above	379	183	93
Spanish-surnamed craft jobs	7,082	1,815	34
Other minorities (all jobs)	8,397	2,572	44
Males, clerical and operator jobs	25,456	15,146	147

Table D.2 Deficiencies, by Operating Companies, 1973-1974 (From Supplemental Agreement 73-149)

Numbers indicated in parenthesis are those portions of the deficiencies attributable to 1973 and subject to the provisions of subsection I, B of the supplemental order.

AAJC	Race/Sex/Ethnic Group	Deficiency
A. American Telephone and Telegraph Company, General Departments		
		2
2	Spanish-surnamed American (SSA) males	4 (2)
4	Black females	10 (6)
	SSA females	2
11	White males	8
12	White males	9
B. American Telephone and Telegraph Company, Long Lines Division (New York establishment only)		
		2
3	Black males	2 (1)
	SSA males	4
4B	Black males	1
	Black females	1
8	White females	1
	Black females	1
11	SSA males	1
	SSA females	2
15	White females	3
C. The Bell Telephone Company of Pennsylvania		
3	Black males	16
	Black females	7
4	Black females	35
6	Black males	11 (7)
	White females	5
8	White females	35
9	White females	13 (8)
	Black females	5
12	White males	1
	Black males	12
D. The Chesapeake and Potomac Telephone Company of Virginia		
2	Black males	3
	Black females	2
3	Black males	1
	Black females	8
4	Black females	6
5	Black males	2
	Black females	1
6	Black males	7
7	Black males	5
8	White females	1
	Black females	7
9	Black males	1
	Black females	1
11	Black females	14
12	Black males	1
13	White males	2
	Black males	9
E. Cincinnati Bell, Inc.		
	White females	2
	Black males	1
	White males	1
F. The Diamond State Telephone Company		
	White females	2
	White females	3
	Black females	1
	White females	1
	White females	2
	Black females	1
	White females	3
G. Illinois Bell Telephone Company		
	White females	2
	White females	20 (10)
	Black males	19 (16)
	SSA males	8 (4)
	SSA females	6 (2)
	White males	3
	Black males	2
	Black males	57 (24)
	SSA males	20 (11)
	White females	38 (10)
	Black females	21 (4)
	Black males	13 (7)
	White females	27
	Black females	13 (11)
	White females	15
	SSA females	32 (16)
	White males	31
	Black males	35
	White males	22
	SSA females	17
	White males	4
	White females	4
H. Indiana Bell Telephone Company, Incorporated		
	White females	1
	White females	20
	Black females	3
	White females	2 (1)
	Black males	1

Table D.2 (continued)

I. Michigan Bell Telephone Company			M. New York Telephone Company		
1	Black males	2	2	Black males	3
	White females	2		SSA females	1
3	White females	53	3	Black males	5
5	Black females	2		SSA males	4
6	Black males	12		Black females	28
	Black females	2		SSA females	10
7	Black females	6 (5)	4	SSA females	1
8	White females	77 (53)	5	Black males	6
9	White females	43 (15)		SSA males	3
	Black females	2	6	White females	2
10	White males	46 (33)	8	White females	16
12	White males	26	9	White females	11
13	White males	7	14	SSA females	1
J. The Mountain States Telephone and Telegraph Company			N. The Ohio Bell Telephone Company		
			2	White females	61 (37)
				Black females	8 (6)
2	White females	32 (26)	3	Black males	36 (23)
	Black females	2 (1)	6	Black males	9 (7)
	SSA females	4	8	White females	40
3	SSA males	9 (5)	9	Black females	7
	SSA females	13		White females	11
4	White males	1		Black females	1
	SSA females	3	12	White males	7
6	White females	52 (50)	13	White males	14
	Black females	2		Black males	6
	SSA females	4	15	White females	10
7	White females	83 (69)	O. The Pacific Telephone and Telegraph Company and Bell Telephone Company of Nevada		
	Black females	2			
	SSA females	17			
	Asian American (AA) females	1	2	Black males	1
9	White females	18		SSA males	8
	Black females	2		AA males	2
	SSA females	11 (9)		SSA females	5 (3)
	American Indian (AI) females	1	3	Black males	12
11	SSA males	11		SSA females	50
12	White males	12		AA females	1
	SSA males	8	4	White males	6
13	White males	17		Black males	3
15	White females	8		SSA males	10
			5	AA males	3
				SSA males	11 (8)
			7	SSA females	8 (5)
				Black males	9
				SSA males	11
2	White females	55 (43)	8	SSA females	8 (5)
3	Black males	15 (13)	9	AA females	4
				AA males	6
				SSA females	18
				SSA females	32 (21)
				AA females	6 (3)
			11	White males	30
2	White females	87 (79)		Black males	26
3	Black males	41		SSA males	31
	SSA males	16 (10)		SSA females	137 (81)
4	White males	3	12	White males	39
5	SSA males	4 (3)		Black males	36
7	SSA males	6		SSA females	20
8	White females	29 (27)		SSA males	61 (53)
9	White females	34	13	White males	104
	Black females	16 (14)	14	AA females	43 (34)
	SSA females	2 (1)	P. South Central Bell Telephone Company		
10	White females	28			
12	White males	13			
13	White males	1	2	Black males	12 (9)
15	White females	3		White females	65

Table D.2 (continued)

3	Black males	53		SSA females	6 (2)
	Black females	89 (79)	3	Black males	16
4	Black females	12		SSA males	1
5	White females	1		SSA females	1
6	Black males	99 (98)	4	SSA females	2
	White females	34 (32)	5	Black males	7 (6)
	Black females	4 (3)		SSA males	2
7	Black males	90	6	Black males	19
8	White females	4		SSA males	1
	Black females	40 (31)		White females	2 (1)
9	White females	135	7	Black males	10
	Black females	78 (72)	8	SSA males	3
10	Black females	13		Black females	6
12	White females	10	9	Black males	6
	Black males	36 (35)		White females	14
15	White females	3	10	Black males	8
				SSA females	3
				White males	1
				Black males	5
				SSA males	3
	Q. <u>Southern Bell Telephone and Telegraph Company</u>				
1	White females	9			
2	White females	132 (122)		T. <u>Wisconsin Telephone Company</u>	
	Black females	9		White females	1
	SSA females	4	2	Black males	3 (2)
3	Black males	100 (85)	3	SSA males	1
	SSA males	1		AI males	1
	Black females	44		White females	14
	SSA females	4		Black females	5
4	White males	5		White females	10
	SSA males	1	7	White females	15 (13)
	Black females	26	8	White females	4
	Black males	2	9	White males	2
	Black females	1	12		
	SSA females	3			
6	Black males	91			
	SSA males	25			
	White females	21			
	Black females	9 (6)			
	SSA females	3			
7	Black males	144			
	SSA males	4			
8	White females	36 (29)			
	Black females	12			
	SSA females	5			
9	White females	171 (164)			
	Black females	52			
	SSA females	14 (12)			
10	SSA females	7			
11	Black males	1			
	Black females	25			
12	White males	13			
	Black males	74 (62)			
	SSA males	19			
13	White males	4			
14	SSA males	7			
	SSA females	126			
15	White females	1			
	R. <u>The Southern New England Telephone Company</u>				
1	White females	2			
2	Black males	1			
4	White males	4			
	Black males	1			
8	White females	15 (11)			
10	White females	1			
15	White males	2			
	S. <u>Southwestern Bell Telephone Company (Houston establishment only)</u>				
1	White females	2			
2	White females	21 (8)			
	Black females	7 (2)			