

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Allegheny Technologies Incorporated
1000 Six PPG Place
Pittsburgh, Pennsylvania 15222

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter, OFCCP) and Allegheny Technologies Incorporated (hereinafter ATI).
2. The violations identified in this Agreement were found during a compliance evaluation of ATI at its ATI Wah Chang establishment located at 7400 Hwy 20 West, Huntsville, Alabama, which began on October 3, 2011 and they were specified in a Notice of Violation issued March 9, 2012. OFCCP alleges that ATI violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by ATI of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations.
4. The provisions of this Agreement will become part of ATI's affirmative action programs (AAPs). Subject to the performance by ATI of all promises and representations contained herein and in its affirmative action programs, all named violations in regard to the compliance of ATI with all OFCCP programs will be deemed resolved. However, ATI is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. ATI agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to ATI's compliance. ATI shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve ATI from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. ATI agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance or who files a complaint or who participates in any manner in any proceedings under Executive Order 11246,

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as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations at Title 41 CFR Chapter 60.

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that ATI has violated any portion of this Agreement during the term of this Agreement, ATI will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide ATI with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that ATI has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

Liability for violation of this Agreement may subject ATI to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66 and 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** ATI failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist. Specifically, ATI failed to evaluate its compensation system to determine whether there are gender-, race- or ethnicity-based disparities. 41 CFR 60-2.17(b)(3).

REMEDY: While affirming no intentional disparity in pay due to gender in response to OFCCP's investigation of its compensation practices, ATI, on January 14, 2012, increased the yearly salary of a female Sales Associate by \$6,962 and provided back pay in the amount of \$1,415.90.

ATI will periodically evaluate its compensation system to determine whether there are gender-, race- or ethnicity-based disparities. Where such disparities are found, ATI will execute corrective action, as required by 41 CFR 60-2.17(c). ATI will maintain records of such analysis and corrective action, as required by 41 CFR 60-2.10 and will make them available to OFCCP, upon request, as required at 41 CFR 60-2.32. ATI will update the evaluation of its compensation system and take corrective action, if indicated, at least annually.

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2. **VIOLATION:** ATI failed to take affirmative action to employ and to advance in employment qualified disabled veterans and individuals with disabilities in its terms, conditions or privileges of employment. Specifically, ATI failed to provide adequate accessible parking in all parking lots for the use of mobility impaired individuals. 41 CFR 60-300.5(a)(1)(i) and (ix) and 41 CFR 60-741.5(a)(1)(i)(ix).

REMEDY: On February 3, 2012, ATI installed three additional accessible parking spaces and made improvements to two existing accessible parking spaces at a cost of \$1,724.35. Additionally, in compliance with 41 CFR 60-300.44(d) and 41 CFR 60-741.44(d), ATI will make reasonable accommodations to the known physical limitations of otherwise qualified disabled veterans and individuals with disabilities.

3. **VIOLATION:** ATI failed to take affirmative action to employ and to advance in employment qualified disabled veterans and individuals with disabilities in its job application procedures and other conditions of employment. Specifically, ATI failed to provide restrooms with accessible sinks for the use of mobility-impaired applicants and potential employees. 41 CFR 60-300.5(a)(1)(i) and (ix) and 41 CFR 60-741.5(a)(1)(i) and (ix).

REMEDY: On February 7, 2012 ATI installed accessible sinks and mirrors in one male and one female restroom, at a cost of \$6,236.00. Additionally, in compliance with 41 CFR 60-300.44(d) and 41 CFR 60-741.44(d), ATI will make reasonable accommodations to the known physical limitations of otherwise qualified disabled veterans and individuals with disabilities.

4. **VIOLATION:** ATI failed to list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the state workforce agency job bank or with the local employment delivery system serving the location where openings occur. Additionally, ATI failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5(a) 2-6 and 41 CFR 60-300.44(f).

REMEDY: ATI will list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the Alabama State Job Bank or with the Alabama Career Center serving the location where openings occur. ATI will contact the resources identified below as part of ATP's outreach and positive recruitment activities to recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans:

Huntsville Career Center
2535 Sparkman Drive NW, Huntsville, Alabama 35810
Contact: Terris Tatum, Veterans' Employment Representative
Telephone: 256-851-0537

Department of Veterans Affairs
Vocational Rehabilitation & Employment Service-VetSuccess
400 Meridian Street, Suite 101, Huntsville, Alabama 35801
Contact: Rosalind Burrell, Employment Coordinator
Telephone: 256-533-2507, extension 224

5. **VIOLATION:** ATI failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. Specifically, ATI

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failed to establish meaningful contacts with organizations of and for individuals with disabilities, and vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance and referral of potential employees. 41 CFR 60-741.44(f).

REMEDY: ATI will undertake outreach and positive activities to effectively recruit qualified individuals with disabilities, as described in 41 CFR 60-741.44(f) (1-7), designed to effectively recruit qualified individuals with disabilities. ATI will a) establish contacts with representatives from the recruitment sources listed below; b) meet with the representative of the first-listed resource to enlist its assistance and support; and c) provide meaningful employment opportunities to qualified individuals with disabilities. Additionally, ATI will directly notify the Alabama Department of Rehabilitation Services of ATI's openings as they occur and simultaneously when ATI advertises its job openings with other sources.

Alabama Department of Rehabilitation Services
3000 Johnson Road SW, Huntsville, Alabama 35805
Nick Conway, Business Relations Specialist, Telephone: 256-650-1744

Ability Links
26 West 171 Roosevelt Road, Wheaton, Illinois 60187
Janice Duvall, Information Specialist, Telephone: 630-909-7443

FUTURE CONDUCT: ATI will not repeat the above violations.

PART III: Reporting

ATI will submit one report, as stated below, to the Assistant District Director—Birmingham, United States Department of Labor, Office of Federal Contract Compliance Programs, Medical Forum Building, 950 22nd Street North, Suite 660, Birmingham, Alabama 35203.

The report shall be due April 30, 2013 and shall cover the period April 1, 2012 through March 31, 2013. The report shall contain the following:

1. Pursuant to Remedy 1: Documentation of:
 - a. ATI's analysis of its compensation system, including the results of ATI's evaluation as to if disparities exist based on gender, race or ethnicity among those members of groups identified in 41 CFR 60-3.4B and 41CFR 60-2.17 (b)(3); and
 - b. The actions taken by ATI in response to 1a, where action is appropriate, including a report of the amounts of compensation adjustments made.

2. Pursuant to Remedy 4: Documentation that ATI a) listed all employment openings, as defined by 41 CFR 60-300.5 (a) 2 and 6, with the State Job Bank or Local Career Center serving the location where openings occur, along with b) a report on the number of referrals and the number of hires from those listings and from ATI's other positive outreach and recruitment activities targeting veterans, providing for the hires, to the extent known, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans; and

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3. Pursuant to Remedy 5: a) Documentation that ATI held meetings with recruitment sources targeting individuals with disabilities, including the names, job titles and agencies of recruitment representatives; meeting dates; topics discussed; and outcome; and b) listed all external job openings as they occurred directly with the Alabama Department of Rehabilitation Services and other recruitment sources targeting individuals with disabilities during the reporting period. Include an applicant flow log reporting a) the total number of referrals from these sources, and from other recruitment sources targeting individuals with disabilities; b) the total number of referrals hired; and c) written explanations on any referrals not selected; along with d) documentation to clearly support the selection decision.

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to ATI that ATI has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies ATI in writing prior to the end of the 90-day period that ATI has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between ATI and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither ATI nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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PART IV: Signatures

The person signing this Conciliation Agreement on behalf of Allegheny Technologies Incorporated personally warrants that he is fully authorized to do so; that Allegheny Technologies Incorporated has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof; and that execution of this Agreement is fully binding on Allegheny Technologies Incorporated. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Allegheny Technologies Incorporated.

DATE: 3/9/12

(b) (7) (c)

James H. DePham
Legal Counsel
ATI Wah Chang
1600 Old Salem Road
Albany, Oregon 97321

DATE: 3/9/12

(b) (7) (e)

Compliance Officer—Birmingham
Office of Federal Contract
Compliance Programs

DATE: 3-9-12

(b) (7) (c)

Eunsook Kim
Assistant District Director—Birmingham
Office of Federal Contract
Compliance Programs

DATE: 9 March 2012

(b) (7) (c)

Rafael A. Ortiz
District Director—Birmingham
Office of Federal Contract
Compliance Programs