**Case 3. Kaiser Aluminum and the United Steelworkers**

In 1974 the United Steelworkers of America, a labor union, and the Kaiser Aluminum & Chemical Corporation made an agreement seeking to solve an overwhelming racial inequality in the Kaiser workforce. Before the deal was struck fewer than 2 percent of the skilled workers at a Kaiser plant in Gramercy, Louisiana, were black. This was despite the fact that nearly 40 percent of the Gramercy area workforce was black.

Previously, Kaiser had hired its *skilled* laborers with experience from outside of the company. In an effort to correct historical inequalities of treatment, the company decided to begin a training program for skilled positions by recruiting directly from and providing training for *unskilled* Kaiser employees. It was agreed that those with the most seniority at the plant in Gramercy would be accepted into the program with the condition that at least half of the employees accepted would be black. In the agreement it was stated that this preferential treatment of black employees would be discontinued once the percentage of skilled black laborers at the Gramercy plant reached the level of the percentage of blacks in the Gramercy area’s workforce.

In the year the program began, 13 workers from the Gramercy plant were chosen for the job training program. Of these, seven were black and six were white. However, two fo the black workers chosen had less seniority than several white workers who had applied to and been rejected from the program. Brian Weber, a white worker, had not been selected, though he had more seniority than some of the black workers selected. Weber thought this was unfair treatment and filed a lawsuit.

Weber alleged that his civil rights had been violated and that, as a result of his race, he had been discriminated against. He claimed that this was illegal under Title VII of the Civil Rights Act and under the Fourteenth Amendment. In a 5-2 vote, the U.S. Supreme Court determined that because the agreement was voluntary, undertaken by private parties, and temporary, Weber was not a victim of unfair discrimination.

Kaiser was attempting to correct a glaring racial inequality that was the product of historical circumstances and its own unfair past practices. Weber, by contrast, thought that Kaiser engaged in objectionable racial discrimination by setting aside his position of seniority.

**Questions**

1. Identify the problems identified in the case. Evaluate the options of possible solutions presented by the authors.
2. Are the percentage figures in the case “quotas”? Are they justified under the circumstances?
3. Does Kaiser have a justified employment policy? If not, how should it be revised?
4. Does Kaiser’s policy eventuate in reverse discrimination against Weber? If so, is it justified?
5. Does the fact that the agreement was voluntary and temporary make the case morally different?
6. How much should companies be willing to do to correct historical inequalities?
7. What was the author's recommend solution? Do you agree or disagree with their recommendation? Why or why not?