

DEPARTMENT OF JUSTICE

ROUTING SLIP

TO:	NAME	DIVISION	BUILDING	ROOM
1.	Mr. Barrett			
2.	Fiss - files			
3.				
4.				

- | | | |
|---|---|---|
| ☐ SIGNATURE | ☐ COMMENT | ☐ PER CONVERSATION |
| ☐ APPROVAL | ☐ NECESSARY ACTION | ☐ AS REQUESTED |
| ☐ SEE ME | ☐ NOTE AND RETURN | ☐ NOTE AND <u>FILE</u> |
| ☐ RECOMMENDATION | ☐ CALL ME | ☐ YOUR INFORMATION |
| ☐ ANSWER OR ACKNOWLEDGE ON OR BEFORE _____ | | |
| ☐ PREPARE REPLY FOR THE SIGNATURE OF _____ | | |

Local 212

REMARKS

In considering possible consent decrees and agreements with building trade unions, you might want to look at this conciliation agreement proposed by the EEOC to Local 212 of the International Brotherhood of Electrical Workers in Cincinnati, Ohio.

Owen Fiss
5/17/67

FROM:	NAME	BUILDING & ROOM	EXT.	DATE

APR 21 1967

Case No. 5-11-2646

Mr. Herbert Weikel
President
Local Union No. 212
International Brotherhood of
Electrical Workers
1015 Vine Street
Cincinnati, Ohio

Dear Mr. Weikel:

This will refer to the conciliation conference which we held in your office on March 14, 1967.

I am enclosing a proposed settlement agreement which I think will go a long way toward resolving some of the issues involved in this case. Due to the time factors spelled out in this document your prompt attention to the matter would be appreciated.

If the Agreement meets with the Local's approval, please sign and return it for immediate processing. Upon ratification by the Commission, you will be so notified and furnished with a copy of the finalized draft.

Sincerely,

Chris Roggerson
Conciliator

Enclosure

CRoggerson:pd 4/19/67

cc: Compliance ✓
Exec. Secy



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
WASHINGTON, D.C. 20503

Case No. 5-11-2648

In the Matter of the Conciliation Between
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, and

ANDERSON L. DOBBINS

Complainant

CONCILIATION
AGREEMENT

and

Local 212, International Brotherhood of Electrical
Workers AFL-CIO,
Cincinnati, Ohio

Respondent

Charges having been filed under Title VII of the Civil Rights Act of 1964 by the charging party, the Commission having found reasonable cause to believe the charges to be true and the matter having been conciliated, the parties hereby agree to and do settle the above matter in the following extent and manner:

1. The Respondent agrees that the Commission, on request of any Charging Party or on its own motion, may review compliance with this Agreement. As a part of such review, the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
2. It is understood that this Agreement does not constitute an admission by any Respondent of any violation of Title VII of the Civil Rights Act of 1964.
3. The Charging Party hereby waives, releases and covenants not to sue any Respondent with respect to any matters which were or might have been alleged as charges filed with the Equal Employment Opportunity Commission, subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
4. Respondent agrees that it will not exclude or expel from membership, or otherwise discriminate against any individual because of his race, color, religion, sex or national origin; or limit, segregate or classify its membership, or classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive him of employment opportunities or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment because of such individual's race, color, religion, sex or national origin.
5. Respondent agrees that it will not cause or attempt to cause an employer to discriminate against any individual on the basis of race, color, religion, sex or national origin; and that in the negotiation and administration of collective bargaining agreements, it will fairly represent all employees for whom it is the bargaining agent without regard to the race, color, religion, sex or national origin of said employees in accordance with the policies of the AFL-CIO, the International Union and Title VII of the Civil Rights Act of 1964.

6. The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, or because of the filing of a charge, giving of testimony or assistance, or participation in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964.

7. The Respondent agrees to report in writing to the Chief of Conciliations, Equal Employment Opportunity Commission, Washington, D. C. 20506, when it has completed the undertakings outlined in the following paragraphs of this Agreement. The report will describe the manner in which the undertakings were carried out. This report shall be submitted not later than ninety (90) days from the date of this Agreement.

8. The Respondent Union agrees that all provisions of its present collective bargaining agreement and any future agreement to be entered into between the Respondents will be strictly enforced where the provisions of the collective bargaining agreement affect Title VII of the Civil Rights Act of 1964 and further that all grievances based on alleged violations of Title VII of the Civil Rights Act of 1964 will be fully and vigorously processed through all phases of the grievances process.

9. In recognition of the fact that, with the exception of one Negro now in the apprenticeship program, the Union membership and referral list is composed almost entirely by persons of the white race. Since this results in the referral of no Negroes for employment, Respondent hereby agrees as follows:

a. It will abolish its current membership applications except for the approximately ten individuals who now make up the referral list. Thereafter, any person applying for membership prior to June 30, 1967 will be scheduled to take the membership examination on an appropriate date in July of this year. The Union will solicit volunteers from among its ranks who will counsel and instruct applicants on the basic essentials necessary to successfully pass the examination. The Charging Party shall be a beneficiary of this arrangement and also future applicants for membership and apprenticeship training, if desired.

b. It will permit contractors and other employers with whom it has contracts to recruit minority group persons from sources other than the Union for employment in areas subject to its jurisdiction. Such recruitment activity will not be considered as a violation by these employers of any understanding or agreement, expressed or implied, oral or written which may exist on this subject.

c. If employers should recruit minority group individuals for employment who have had at least four years experience or the equivalent in the trade, the Union will refer them back to said employer for employment and after a period of six months following the date of the July examination, shall promptly examine such persons on a non-discriminatory basis for the purpose of determining their immediate entitlement to full membership.

Those minority group applicants who fail the membership test will be automatically placed on the referral list in Group I, II, III, or IV, based solely on their past experience in the trade. The provisions of Article II, Section 4 of the existing collective bargaining agreement relating to experience acquired "under a collective bargaining agreement between the parties to this addendum," shall not apply in determining their grouping.

10. Minority group organizations will be welcome to observe every phase of the examination and grouping process. These sources will be encouraged to stimulate and inform interested individuals of the opportunity to apply for membership during the foregoing period when standard procedure will be relaxed and suspended.

11. After the above referred to examinations are given and conducted in the manner prescribed herein, Respondent may revert to any legally established procedure for future operation which does not in practice or theory violate Title VII of the 1964 Civil Rights Act.

12. Due to the possible exclusion which has existed in the past, the existing list of applicants for the apprenticeship training program, if any, will be abolished and a new list formulated after the Respondent has informed the Negro community of its non-discriminatory policy and desire to assist minorities in qualifying for training in the electrical trade.

13. Negro leaders, organizations such as the Urban League and NAACP, predominately minority group trade schools and other interested persons will be informed of the Union "open-door" policy together with the necessary requirements for membership, referral, registration and apprenticeship training program, so that all interested persons might apply. To enable greater selectivity, the Union will also search out qualified Negroes for this purpose.

14. Commencing on a date certain, the Respondent will accept applications from all individuals with regard to race, sex, religion, or national origin. The applications will be dated and recorded when received, and kept in a chronological manner so as to give consideration in the same order.
15. The Union agrees to inform the Commission and other interested parties in writing concerning the date of further examinations and commencing of training classes at least 90 days in advance.
16. The Respondent agrees to retain and make available to the Commission all records, test scores, interview evaluations and other data relevant to registration, membership and referrals for the next 24 months following the date of this Agreement.
17. The Union will bring the terms of this Agreement to the attention of the Cincinnati Chapter of the National Electrical Association and the Local Joint Apprenticeship and Training Committee. Their assistance and cooperation will be requested in any manner needed, and all expressions of refusal or unwillingness to assist will be documented and furnished the Commission as they occur.
18. The Respondent states that it is committed to the principal of affording every opportunity for membership and training to all qualified persons. In this regard, the Union agrees to meet hereinafter as often as necessary for the purpose of discussing, effectuating, and implementing both the letter and spirit of Title VII of the 1964 Civil Rights Act.
19. In view of the foregoing voluntary undertakings and representations on the part of the Union, no restriction shall be placed on the publication or communication of the terms of this Agreement to interested agencies or parties.
20. The Respondent states that it will attempt to organize a committee composed of Union, employer and minority group representatives for the purpose of establishing a wholesome relationship, bridging communication gaps and prescribing adequate appeal procedure for those individuals who are rejected membership or apprenticeship training. Such action will minimize but not deter or impede the rights of persons to complain directly to the Commission concerning any possible violation of Title VII.
21. The Respondent expresses a willingness to cooperate in any joint effort to review or evaluate interview and testing procedure in order to make sure that they are fair and realistic in terms of the needs in the trade.

Date:

I recommend approval of this settlement.

Conciliator

Approved on behalf of the Commission

Chief of Conciliations