CRATON LIDDELL, et al.,

Plaintiffs,

v.

THE BOARD OF EDUCATION OF, THE CITY OF ST. LOUIS, STATE OF MISSOURI, et al.,

Defendants.

No. 72-100C(4)
PREFILING CIRCULATION REQUIREMENT WAIVED

DEFENDANT ST. LOUIS COUNTY SCHOOL DISTRICTS' MEMORANDUM IN OPPOSITION TO PROPOSED INTERVENOR ST. LOUIS TEACHER UNION'S MOTION TO INTERVENE

I

BACKGROUND

"Defendants" will not trace the long history of this case, now in its twelfth year.[1] However, defendants do feel constrained to remind the Court that this same applicant for intervention had been requested to intervene as a party to the lawsuit as long ago as 1975, when the consent decree was fashioned, and declined.

The Union has changed its position and now, as all existing parties to the lawsuit stand on what has been referred to on at least one occasion as the, "verge of a monumental breakthrough in the disposition of inter-district school desegregation by voluntary means. . ."(H(2185)83), the Union seeks inter as a party to challenge certain elements of the set' agreement.

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[1]The Clayton, Kirkwood and Ritenour school dis' order this memorandum although they are not parties d for their joinder having been stayed.

Recently, this Court has had occasion to address itself to similar requests. On February 18, 1983, the Union filed a Motion for Leave to File Suggestions with regard to the proposed "Agreement in Principle" (H(2143)83). In this Court's order (H(2140)83) which denied the Union's motion, it stated:

> the Court cannot, at this eleventh hour, grant special recognition and privileges to interest groups who are not parties to this case. The Court has endeavored, by appointment of the amicus curiae and various committees, to provide a means of input for non-party interests. Were every element of the interested public permitted a special right of input into the proposed settlement, or any phase of the litigation, there would be no progress.

Again, in an attempt to afford various non-party interest groups a reasonable means of input without unreasonably expanding upon the already overwhelming number of parties, this Court entered its order of March 2, 1983 (H(2159)83), wherein it permitted the filing of such Statements in Opposition to the "Agreement in Principle" after said "Agreement in Principle" had been made public.

Shortly thereafter, the North St. Louis Parents and Citizens for Quality Education, etc., filed its Motion to Intervene (H(2161)83) as a party to the lawsuit. In its order of April 6, 1983 (H(2270)83), this Court again evinced a very genuine concern about the already unwieldly number of parties to the instant litigation. The Court, in addressing itself to the motion, chose to overlook the procedural violations of Fed.R.Civ.P.24, and turned instead to the merits of intervention. Rather than unnecessarily quoting this Court to itself, defendants feel it is sufficient to say that the last four pages of this Court's order

is replete with reasons why the further addition of parties is inappropriate.

Defendants believe that this factual backdrop is itself sufficient to warrant denial of the Union's most recent attempt to intervene at this, the waning stages of litigation. However, defendants will address themselves to the merits of the pending motion as did this Court to the motion of the North City Parents Group, et al.

II

INTRODUCTION

The St. Louis Teacher's Union, Local 420, has filed a Motion for Leave to File a Motion to Intervene, a Motion for Intervention, Suggestions in Support of its Motion for Intervention, and an Intervenor's Complaint, wherein it seeks leave to intervene as a matter of right, pursuant to Fed.R.Civ.P. 24(a) as a party to the lawsuit involved. There may be no denying that the Union is the proper representative of the class of teachers, etc., it purports to represent. However, although they have characterized their motion to intervene as an attempt to intervene in the remedy stage, it appears that the Union is attempting to intervene for the purpose of establishing the liability of the County School Districts with regard to alleged discriminatory employment practices. As this Court is profoundly aware, the "Settlement Agreement" was fashioned under a stay and the upcoming "Fairness Hearing" is not being held for the purpose of establishing defendants' liability, which is the subject of

the stay. Insofar as the Union's Motion to Intervene and Complaint are seemingly predicated upon establishing defendants' liability for alleged discriminatory employment practices, it ought be rejected. The only liability established thus far has been that of the State and St. Louis City Board of Education. See Liddell v. Board of Education, 491 F.Supp. 351, 360 (E.D.Mo. 1980); aff'd, 491 F.2d 351 (8th Cir. 1980).

The Union's argument is that the Settlement Agreement conflicts with a pre-existing "Policy Statement" between the Union and the St. Louis City Board of Education. Said "Policy Statement" is broad and far-ranging in that it addresses itself to wages, hours, terms and working conditions, as well as the esoteric goal of removing the "vestiges of employment discrimination". The Union states that the "Settlement Agreement" either conflicts with the pre-existing "Policy Statement", or ignores the "Policy Statement", and retards the Union's ability to effectively negotiate as a bargaining unit on behalf of its member employees. What the Union seeks is a "Settlement Agreement" which would not result in a reduction or loss of jobs for its member employees and gives them a right of first employment with the County School District signatories to the "Settlement Agreement".

III

THE ST. LOUIS TEACHER'S UNION IS NOT
A PROPER PARTY UNDER RULE 23, FED. R. CIV. P.

The most obvious reason to deny the Union's Motion to Intervene as a party plaintiff is its lack of standing under Fed. R. Civ. P. 23. In a class action, such as this one, a party seeking to intervene as a plaintiff must meet the requirements of both Rules 23 and 24, Fed. R. Civ. P. See Kusner v. First Pennsylvania Corporation, 74 F.R.D. 606 (E. D. Pa. 1977). As defendants earlier stated, there is probably no denying that the Union is the proper representative of the class of teachers, etc., it seeks to represent. But the teachers and others represented by the Union in their capacities as employees or potential employees of the Board of Education of the City of St. Louis are not, in those capacities, members of either Plaintiff class which has been certified in this suit. In a class action "limitation of intervention to class members is so accepted that the rule is assumed and not discussed." Kusner v. First Pennsylvania Corporation, 74 F.R.D. at 610, Citing 3b Moore's Federal Practice, Section 23.80[5], 23.90. For this reason alone, the Motion to Intervene should be denied.

The Union's authorities, Vulcan Society v. Fire Department, City of White Plains, 79 F.R.D. 437 (S.D.N.Y. 1978) and Armstrong v. O'Connell, 75 F.R.D. 452 (E.D. Wisc. 1977) are not to the contrary. In Vulcan, the claims asserted were employment discrimination claims and the plaintiffs were suing based on their status as employees--the same status on which the union's representation of them rested. In Armstrong, the union sought,

with the consent of all parties, to participate as an "undesignated" intervenor, "only at the District Court level . . .to actively participate in the formulation and implementation of plans to eliminate. . .racial segregation in the Milwaukee public school system. . ." 75 F.R.D. at 453. The Court in Armstrong did not even consider the applicability of the Rule 23 requirements, probably because of the parties' consent to the intervention and the very limited role which the union sought.

Thus, the two cases cited by the Union in its Memorandum are readily distinguishable, and cannot be said to afford the Union a basis for standing. Lack of standing is, in and of itself, a sufficient reason to deny the Union's Motion to Intervene.

IV

THE ST. LOUIS TEACHER'S UNION IS NOT ENTITLED TO INTERVENTION AS A MATTER OF RIGHT PURSUANT TO FED.R.CIV.P. 24 IN THAT IT DOES NOT MEET ANY ONE OF THE FOUR REQUISITE FACTORS DELINEATED IN SAID RULE.

Fed.R.Civ.P. 24(a) reads in pertinent parts as follows:

> (a) INTERVENTION OF RIGHT. Upon timely application anyone shall be permitted to intervene in an action: . . . (2) when the applicant claims an interest relating to the property or transaction which is the subject to the action and he is so situated that this disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

Thus, Fed.R.Civ.P. 24(a) recognizes four requisite elements to intervention, and the failure of the intervenor to establish the existence of any one of these elements is fatal to its right to

intervene. The four requisite elements that the application for intervention must establish are as follows:

(A) That the application be timely;

(B) that the proposed intervenor demonstrate an interest relating to the transaction which is the subject of the action;

(C) that the proposed intervenor is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest; and,

(D) that the proposed intervenor's interests are not adequately represented by the existing parties.

A

THE ST. LOUIS TEACHER'S UNION APPLICATION TO INTERVENE IS UNTIMELY.

NAACP v. New York, 413 U.S. 345 (1973); Stadin v. Union Electric Co., 309 F.2d 912 (8th Cir. 1962); Stallworth v. Monsanto, 558 F.2d 257 (5th Cir. 1977); McDonald v. E. J. Lavino, 430 F.2d 1065 (5th Cir. 1970); U.S. v. Carroll County Board of Education, 427 F.2d 141 (5th Cir. 1970), all recognize the inexact nature of any timeliness determination, and all require that said determination of timeliness be considered in light of all the circumstances surrounding the individual case in which intervention is sought. Stallworth, supra, invoked application of the following four part test:

1. The length of time which has passed since the

proposed intervenor became aware of his interest;

2. Prejudice which might inure to existing parties by virtue of the proposed intervention;

3. Prejudice which might inure to the intervenor's rights if it is denied intervention; and,

4. Any unusual circumstances which may (or may not) favor intervention.

The Union has been aware of the existence of this case, and the potential for its interest herein, since its inception. On at least one occasion, in 1975, it declined an invitation to intervene as a party. Defendants respectfully suggest that the Union has been aware of its potential interest herein and has eschewed an opportunity to participate and thereby protect its interest. Consideration of the passage of time since the Union has become aware of its interests herein should foreclose its intervention at this late stage.

There is no mistaking the prejudice which would inure to the parties herein, as they presently exist, if intervention is permitted. The addition of further parties at this late stage will further delay the litigation and later implementation of the "Settlement Agreement", possibly beyond the beginning of the next school year. This Court must take into account the laborious nature of the task the present parties have undertaken, and in which they have, to date, succeeded.

Defendants respectfully submit that the Union has failed to establish that it will be substantially prejudiced if it is denied intervention. The Union's suggestion that its bargaining power will be somehow diminished if its motion is denied is mere conjecture. Mere conjecture or speculation on the part of the Union should not be permitted to outweigh the prejudice to the existing parties herein.

Defendants respectfully submit that "unusual circumstances" exist in this case which, at this late stage, warrant denial of the Union's Motion to Intervene. The existing parties, having reached their settlement, are now charged with the burden (should the settlement be accepted) of implementing this broad and far-reaching plan. Needless to say, any delay in its implementation will prejudice not only the parties herein but the students involved.

Based on the foregoing, it is impossible for the Union to maintain that it has submitted a "timely" application to intervene and its application ought be denied on this basis.

B

THE ST. LOUIS TEACHER'S UNION HAS NOT DEMONSTRATED A SUFFICIENT INTEREST IN THE SUBJECT ACTION TO WARRANT INTERVENTION.

3b Moore's Fed. Prac. § 24.07 indicates that the liberalization of Rule 24(a) was not aimed at revising the nature of the applicant's interests but focused mainly on relaxing the requirement that the applicant would be bound under the doctrine of res judicata. As observed by Judge Wright,

> Still required for intervention is a direct, substantial, legally protectable interest in the proceedings. Hobson v. Hansen, 44 F.R.D. 18, 24 (U.S. D.C. 1968).

The Union has attempted to demonstrate that it has such an interest in the instant litigation by virtue of Vulcan Society v. Firemen Department, City of White Plains, 79 F.R.D. 437 (S.D. N.Y. 1978) and Armstrong v. O'Connell, 75 F.R.D. 452 (E.D. Wiscc. 1977). In actuality, the interest it has demonstrated appears more akin to those involved in Horton v. Lawrence County Board of Education, 425 F.2d 735 (5th Cir. 1970) and Bennett v. Madison County Board of Education, 437 F.2d 554 (5th Cir. 1970), wherein the National Education Association was denied leave to intervene to protect the interests of black teachers in a desegregation case brought by students and parents. The interest requirement is so inextricably tied to the adequacy of representation by existing parties, that it will be discussed more thoroughly in Subheading D, infra.

C

THE ST. LOUIS TEACHER'S UNION HAS NOT DEMONSTRATED THAT IT IS SO SITUATED THAT THE DISPOSITION OF THE ACTION MAY AS A PRACTICAL MATTER IMPAIR OR IMPEDE ITS ABILITY TO PROTECT ITS INTEREST AS TO WARRANT INTERVENTION.

The Union's assertion that the proposed "Settlement Agreement" may as a practical matter impair or impede its ability to protect its interest is equally strained. Subsection B (beginning on page 4 of their Memorandum in Support) contains two admissions which run afoul of its assertion. The first such admission is contained in the first paragraph, under Subsection B on page 4:

> As set forth in the Motion (Paragraph 7) many wage, hour and working condition issues of concern to teachers are glossed over or ignored in the "Settlement Agreement". These matters would remain areas of bargaining between the Union and the Board. (Emphasis added).

Essentially, the Union complains that the "Settlement Agreement" ought address itself to matters which are properly left to negotiations between the Union and the Board. Defendants fail to see how the "Settlement Agreement" can be said to impinge upon matters contained in the "Policy Statement" when the "Settlement Agreement" itself avoids the topic. Certainly, no language in the "Settlement Agreement" can be said to impede or retard the Union's ability to effectively bargain as the representative of the class it purports to represent in negotiations between the Union and the St. Louis School Board.

The Union's second admission is contained in the first sentence, in the second full paragraph, on page 6 of their Memorandum in Support:

> . . .[T]he "Settlement Agreement" does not foreclose private suits against the defendants over employment discrimination. . ..

The Union argues that the "Settlement Agreement" should include a provision which addresses discriminatory hiring practices, and states that the failure of the "Settlement Agreement" to include such a provision makes employment discrimination suits more difficult for its members to prosecute. The Union suggests that the "Settlement Agreement" will somehow be raised as a defense to any such suit. The Union has not demonstrated how employment discrimination suits will be more difficult for its members to prosecute, either against the City

Board for a contract breach or the defendant County School Boards in an EEOC action. Again, such arguments are mere speculation on the part of the Union with no cited basis in either fact or law. In fact, it would appear from the face of the "Settlement Agreement" that it respects the right of the St. Louis Teacher's Union to continue to negotiate the terms of employment with the employer of its members.

D

ANY POTENTIAL INTERESTS REPOSED IN THE ST. LOUIS TEACHER'S UNION IS ADEQUATELY REPRESENTED BY EXISTING PARTIES.

It has been said that the requirement of inadequate representation by existing parties is a precondition to intervention under Fed.R.Civ.P. 24. See the dissenting opinion of Justice Stewart in the Cascade Natural Gas Corporation v. El Paso Natural Gas Co., 386 U.S. 129 (1967) and 3b Moore's Fed.Prac. § 24.07 [4]. The burden to show that representation by the existing parties is inadequate is borne by the applicant for intervention. 3b Moore's Fed. Prac. § 24.07 [4].

Defendants respectfully submit that the Union has not successfully carried its burden of demonstrating the requisite inadequacy of representation merely by showing that the "Settlement Agreement" fails to address itself to certain specific items that the Union would like to see included in the instrument. Adams v. Baldwin Board of Education, 628 F.2d 895 (5th Cir. 1980). This very Court has recognized, in its order of April 6, 1983, H(2270)83,

> That a remedy different from that proposed by movants is suggested by the parties or adopted by the Court, does not mean movants' interests are not represented. See U.S. v. Perry County Board of Education, 567 F.2d 277, 280 n.4 (5th Cir. 1978) (affirming denial of parent's motion to intervene a school desegregation case). As long as the Court is satisfied that movants have an opportunity to present their views and that their interest, e.g., in quality education, are considered by the parties, then intervention may be denied. See U.S. v Marion County School District, 590 F.2d 46 (5th Cir. 1978); Penick v. Columbus Education Association, 574 F.2d 889 (6th Cir. 1978).

In Paragraph 9a of the Union's Motion to Intervene, the Union complains that the 15.8 percent staff employment goal reflected in the "Settlement Agreement" is inadequate, and cites as its basis the established goal of the "Settlement Agreement" of 25 percent black student enrollment in the County School Districts. The Union states that the 15.8 percent figure is inadequate in view of the 25 percent figure, and questions how the 15.8 figure was reached. The Union's position, that the percentage of black students in a district should determine the percentage of black teachers in that district, has been specifically rejected by the United States Supreme Court in Hazelwood School Dist. v. U.S., 433 U.S. 299 (1977).

It is illogical to assume that because the "Settlement Agreement" failed to reflect the basis for the 15.8 percent figure that the Union's interests have not been adequately represented. In point of fact, the 15.8 percent figure was achieved as a result of considerable and serious negotiations between the County School Districts and the NAACP, as were the hiring ratios. Indeed, the 15.8 percent figure is based upon 1980 census data for the St. Louis SMSA which is the proper legal

standard under Hazelwood, supra. There is no question but that the "Settlement Agreement" incorporates a reasonable and soundly negotiated Affirmative Action program for the hiring of faculty. Furthermore, Paragraph 9e of the Union's Motion to Intervene is misleading in that the Union earlier admitted that the "Settlement Agreement" does not foreclose any individual member employee from maintaining an employment discrimination suit. This will remain true under the laws peculiar to the EEOC long after the 25 percent student goal is achieved.

The Union also requests intervention so that it might challenge the "best qualified" standard for hiring faculty members for which the "Settlement Agreement" provides. Again, this standard was achieved as a result of laborious negotiations between the NAACP and the County School Districts, and was ultimately reconciled as being in the best interests of the students and the parties. An employer not only has the legal right to choose the last qualified candidates but it has, " . . .discretion to choose among equally qualified candidates, provided the decision is not based upon unlawful criteria." Texas Dept. of Community Affairs v. Burdine, 450 U.S. 248, 259 (1981).

Consideration of the foregoing matters leads to the ultimate conclusion that the provisions of the "Settlement Agreement" over which the Union is concerned, were the result of serious negotiations in which any interest it might claim has been adequately represented by the existing parties.

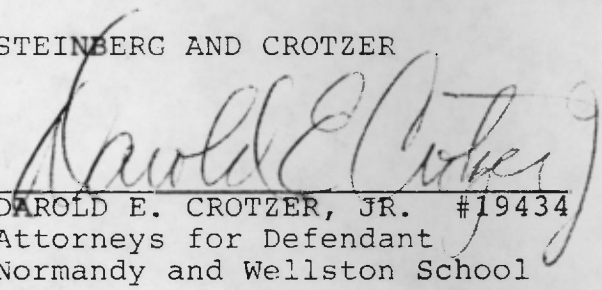
VI

CONCLUSION

Defendants respectfully submit that the Motion to Intervene of the applicant St. Louis Teacher's Union ought be denied as it has not demonstrated that it falls within the requisite parameters of Fed.R.Civ.P. 24(a), and intervention at this stage would prove extremely prejudicial to the interests of the existing parties. Defendants suggest that the Union's Motion to Intervene, etc., be considered as a "Public Comment" filed in accordance with this Court's earlier order of March 2, 1983 (H(2159)83) and that they be given an opportunity to air their grievances at the upcoming "Fairness Hearing" of April 28, 1983.

Respectfully Submitted,

STEINBERG AND CROTZER

BY 

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