

1968 WL 135  
United States District Court; D. South Carolina,  
Greenville Division.

United States of America, Plaintiff  
v.  
Southern Weaving Company et al., Defendants.

Civil No. 68-10  
|  
June 24, 1968

RUSSELL, D. J.

### Consent Order

**\*1** The United States, plaintiff, commenced this action on January 12, 1968, alleging that the defendants were engaged in a pattern and practice of discrimination in employment in violation of Title VII of the Civil Rights Act of 1964, 42 U. S. C. 2000e, *et seq.* The defendants duly answered on February 2, 1968, denying the material allegations of the complaint.

This Court has jurisdiction of the parties and of the subject matter of this action.

This Order, being issued with the consent of the respective parties, shall not constitute an adjudication or finding on the merits of the case and shall in no manner be construed as an admission by the defendants of any past discriminatory practice. The defendants have assured the Court of their intent to comply in all respects with said Title VII, and in implimentation of that assurance have consented to the entry of this Order to demonstrate their good faith and to avoid the burden of litigation.

Therefore, upon due consideration of the record herein and being fully advised in the premises.

It is, therefore, ORDERED, ADJUDGED and DECREED as follows:

I. The defendants, Southern Weaving Company and Hudson Narrow Fabric Mill, their officers, agents, employees, successors, and all persons in in active concert or participation with them or with any of them are

permanently enjoined from engaging in any act or practice which has the purpose or the effect of discriminating against any individual because of his race or color. They shall hire, assign, promote, transfer and dismiss employees and applicants for employment without regard to race.

II. The defendants (hereinafter collectively referred to as the Company) will adopt and employ objective and reviewable procedures for the evaluation of applicants for employment and for the assignment, promotion and transfer of employees.

A. Within sixty (60) days from the entry of this Order, the Company will prepare and file with plaintiffs document listing each job classification in the Company and containing, with respect to each such job classification a brief description of the duties required to be performed, and setting forth the minimal qualifications required of an individual filling such job classification.

B. In order to insure that all applicants for employment are afforded equal consideration for any vacancy which may exist during the period of time when their applications are current, and that all similarly situated employees receive equal consideration for promotion and job assignment, the Superintendent in each plant of the Company (the Finishing Division of the Greenville Plant to be considered as a separate plant for this purpose) will be responsible for the selection of new employees and the filling of all vacancies. All applications for employment at the Company facility located in Greenville shall be received and maintained in a single central location, and each Greenville Superintendent (Weaving and Finishing) shall make his selection from among all applicants whose applications are current. All personnel records, including applications or copies thereof, will be maintained under the custody and supervision of the Company Personnel Officer in the home office of the Company at the Greenville Plant. The Company Personnel Officer shall assist each Superintendent in such hiring to the extent deemed necessary or advisable in carrying out the purposes of this paragraph II B.

**\*2** C. Each person seeking employment will be offered the opportunity to complete a form of application for employment. If the applicant requires assistance in completing the form, assistance shall be offered. In any event, the application will be dated, either by the applicant or by an agent of the Company. A specific written designation of the race of each applicant shall be maintained by an agent of the Company. Each application form signed by an applicant will contain a conspicuously printed provision that such application will be considered

current and will be eligible for consideration for a period of twenty (20) days, and will receive no consideration thereafter.

D. When a vacancy is to be filled by the employment of an individual not then in the employ of the Company, (i.e. a "new hire" or "re-hire",) the hiring officer will consider, in the order in which their applications were made, those persons whose applications are current, i.e. whose applications were made within the preceding twenty (20) days, and he shall offer the opportunity to fill such vacancy to the best qualified applicant within such period who possesses not less than the minimal requisite qualifications as specified in paragraph II A above. If any applicant considered fails, in the judgment of the hiring officer, to meet such minimal requisite qualifications for the position in question, or for all positions, the reasons therefor shall be recorded. If any applicant declines to accept the position offered, or cannot be reached, this will be recorded and no further consideration shall be given to this applicant. If the first choice for any vacancy cannot be reached by telephone or otherwise as designated in the application within such reasonable time as may be necessary to fill such vacancy, this will be recorded and immediately thereafter effort may be made to contact, and to fill the position with, the second choice.

No applicant for employment will be given preference over any other applicant because of his relationship to or acquaintance with any employee or former employee of the Company. Previous satisfactory employment by the Company of an applicant may be considered in evaluating the qualifications of that applicant.

No person other than a Plant Superintendent, or the Company Personnel Officer, will hire or offer employment to any individual, or promote or transfer any employee, unless he has first received the written authorization of the Plant Superintendent concerned, the Company Personnel Officer, or any officer of the Company superior to them.

E. The Company will formulate and adopt a plan in writing to provide a system of nondiscriminatory assignment and transfer of employees, a copy of which will be mailed to the plaintiff within sixty (60) days from the date of this Order. The plan will include, but need not be limited to, the following:

1. *Notice of Vacancy:* In the event that a non-salaried job at any level in any department becomes permanently vacant for any reason, the Company shall post a notice of vacancy on a conspicuous bulletin board in the plant and allow two (2) days for the present employees of the plant to apply for the vacancy, in writing; provided any

temporary vacancy may be filled as may be deemed advisable or convenient for plant operation without formal change in job classification of such temporary job holder. A temporary vacancy in excess of thirty (30) days shall be filled in the same manner as a permanent vacancy.

\*3 2. *Assignment and Transfer:* Upon the expiration of the two (2) day period of posting of the notice of vacancy, the Company will consider all applicants for the vacancy on the basis of length of service in the plant and qualifications to perform the work required. In the absence of a substantial difference in qualification, the applicant with the greatest length of service in the plant shall be awarded the job, and shall be so reassigned. However, despite the foregoing, no assignment or transfer will be made from one shift to another which would, in the business judgment of a plant superintendent or his superior impair the efficiency of operation by unduly reducing the number of experienced or key employees on any one shift, which decision will be duly noted in the personnel record of any employee affected thereby; any such employee will be given priority of consideration for the next available vacancy on his shift in the position for which his bid was made.

3. *Training:* All employees reassigned as above provided will be afforded an opportunity for two weeks of on the job training before final assignment to the job is effective. In the event of disqualification, the employee may return to his former job or its equivalent.

4. *Open Hiring:* In the event of there being no qualified applicant for any job posted, the Company may treat the position as available for a new hire and proceed as in paragraph II D.

5. *Records:* Records reflecting the vacancy arising, posting of notice, applications received and considered, and the choice of applicant, shall be maintained. Length of plant service and race shall be specifically designated in writing in the individual personnel record, or folder, of each applicant.

III. A. The Company, within ten (10) days of entry of this Order, will notify all its employees, either in meetings of departments or shifts or other reasonable groups, or by letter, that each employee and applicant for employment will be given equal consideration, based on objective nonracial criteria, for positions in any position or job classification within the Company, without regard to race.

B. The Company will promptly give written notice of its nondiscriminatory policy to those Negro former applicants for employment whose names have been

supplied by the plaintiff.

C. The Company will continue to keep posted notices of its policy of nondiscrimination.

D. Any solicitation or recruitment by the Company of applicants for employment will be made on a nondiscriminatory basis. For instance, any employment agency or service, to whom a request is made shall be advised that the Company will hire without regard to race; and further, in the event any recruiting is undertaken at high schools or other educational institutions, contact will be made with representative schools in the area which have a predominantly Negro student body and those which have a predominantly white student body.

E. For a period of sixty (60) days after the entry of this Order, the Company shall keep copies thereof posted in at least one conspicuous place in each department.

\*4 IV. A. For a period of two (2) years after the entry of this Order, the defendants will make monthly reports to the plaintiff, of their transactions concerning applicants for employment, persons employed, positions open and filled, and employees promoted, transferred, or receiving changes in wages, and reflecting the race of the persons concerned.

B. All records made or kept pursuant to this Order or in the regular course of business and containing any information regarding any application for employment, any individual who is employed or offered employment, or any individual who requests or is given a change of duties, job classification, wage scale, or other circumstance of employment, shall be maintained by the Company for not less than two (2) years, and shall be made available for inspection by the plaintiff at reasonable times and places upon request.

C. The Company may from time to time make changes in procedures for hiring, assignment, promotion or transfer of employees, provided the same are not discriminatory and do not have the effect of being discriminatory. The Company will send a copy of any such change to the plaintiff promptly after its adoption.

V. The Company will not discriminate or retaliate in any manner against any employee or applicant who has furnished information or participated in any respect in the investigation of the Company's employment practices in connection with this action.

VI. A. Any notice, report, or communication by the Company to the plaintiff under the provisions of this Order, shall be sent by certified mail, postage prepaid, to the following address:

Chief, Eastern Section, Civil Rights Division

U. S. Department of Justice

Washington, D. C. 20530

B. Any communication by the plaintiff to the Company shall be sent by certified mail to the following address:

Mr. William Lowndes, President

Southern Weaving Company

Post Office Box 367

Greenville, South Carolina 29602

C. Both plaintiff and the Company may change the above designated address or addressee by notice to the then designated addressee with copy of such notice filed with this Court.

VII. In view of the affirmative action taken by the defendants during the pendency of this litigation, the plaintiff will proceed by giving the defendants notice and a reasonable opportunity to investigate and correct or refute any alleged violation of the Order which comes to the attention of the Department of Justice before applying to the Court for a further Order on account of any such alleged violation.

VIII. The Court retains jurisdiction of this action for such other and further relief as may be required. At any time after the expiration of two years from the date of this Order, the Company may petition this Court for discharge of the injunction.

#### All Citations

Not Reported in F.Supp., 1968 WL 135, 1 Empl. Prac. Dec. P 9895