

Agreement between Equal Employment Opportunity Commission and Newport News Shipbuilding and Drydock Company

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I. STATEMENT OF PRINCIPLES

1. All hiring, promotion practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, religion or national origin in violation of Title VII of the Civil Rights Act of 1964. All present and future employees will be classified and assigned without discrimination on the basis of race, color, religion or national origin. All job classifications shall be open to all employees without discrimination as to race, color, religion or national origin.
2. The Company agrees that all facilities owned, operated or managed by or on behalf of the Company shall be available for the use of any employee without regard to race, color, religion or national origin; that there shall be no discrimination against any employee on said grounds with respect to the use of said facilities, and that the notice required to be posted by Title VII of the Civil Rights Act of 1964 will be posted.
3. The Company agrees 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 or with respect to matters covered by Title VII of the Civil Rights Act of 1964, Executive Orders 10925 or 11246, and Regulations issued thereunder, or this Agreement.

II. GENERAL REMEDIAL ACTION

1. Evaluation of Jobs

a. The Company and the Commission shall forthwith undertake a general review to determine if Negro employees are improperly classified, with respect to the jobs they are performing and the rates they are paid relative to white employees doing the same or substantially equivalent work. With respect to several job categories in which, predominantly, Negroes are employed and there is no direct basis for comparison with rates of pay of white employees, a review will be made of such categories to determine whether the rate of pay is discriminatorily depressed on the basis of race.

b. To conduct this review, the, Company shall as soon as possible but no later than 45 days from the date of this Agreement, retain at its expense an expert in job evaluation, and statements of work content, knowledgeable in race relations, who is acceptable to the Commission, to make this determination. In the event an expert acceptable to the Commission is not designated within 45 days, the parties shall forthwith reconvene for the sole purpose of designating the expert. The expert shall report his findings to the Company and the Commission. The Company shall, implement the decision of the expert by re-classifying such employees and/or adjusting the rate of pay accordingly within a period of 30 days from the date of determination. The Company

shall supply said expert with adequate staff and facilities and shall make available all records and other information necessary to perform this function. Such review shall be concluded within 120 days of the appointment of the expert, unless the expert requests and the Commission agrees to a reasonable extension of time for this purpose.

c. The scope of the review is to be general, and shall not be limited by or to the complaint of individual employees. However, this review will encompass the rate and classification of any Negro employee who requests such a review. If, as a result of this review, the Commission believes that an employee's job is improperly classified relative to jobs held by white employees or that a rate is lower than that paid white employees performing the same or substantially equivalent work, the Commission shall so notify the Company which will take appropriate action to correct the situation. As a part of this review procedure, there shall be developed written statements of the work content for all jobs involved, which reflect the work actually performed.

d. The expert described above maybe an individual, management consultant or operations research organization. Both the Commission and the Company may nominate persons or organizations to be retained as the expert. It shall be the expert's responsibility to conduct the review set forth in the first paragraph of this section.

2. Promotion to Supervisor and Other Positions, Upgrading, and Vacancies

a. As the Company's last report to the Government showed that only 32 of 1997 persons employed by the Company as "Officials and Managers" were Negroes, the Company agrees that, to comply affirmatively with Title VII, of the Civil Rights Act of 1964, the Executive Order of the President and the Regulations of Departments and Agencies of the Federal Government, it will afford affirmative opportunities for promotion to and within supervisory levels, including staff supervisors, junior and senior quartermen, foremen and assistant foremen, assistant superintendent and superintendent, to qualified Negroes employed by the Company. Accordingly, the Company agrees to revise its promotion policies and practices with a view to improving opportunities for qualified Negro personnel for promotion to and within supervisory levels, as follows:

b. An inventory of the skilled Negro employees, indicating their seniority (defined as continuous service with the shipyard) and qualifications, and an inventory of the seniority and qualifications of the last 100 persons promoted the quartermen positions to July 2, 1965, will be conducted jointly by the Company and by Industrial Employment Policy Specialists of the Department of Defense as an interested party, and in the interests of contract compliance; commencing within 30 days of the date of this Agreement. Within 60 days of the conclusion of the inventory, a list of those Negro employees whose seniority and qualifications exceed those of white employees among the 100 persons described above will be developed jointly by the Company and by the Industrial Employment Policy Specialist and will constitute the order or placement, as supervisory positions open, for which the employee's qualifications are relevant, until the list is exhausted. Refusals of Negro employees to accept offers of promotions to supervision must be documented in each case.

c. Provided however that where the Company desires to fill a vacancy with an employee with greater seniority or qualifications than Negro employees on the list, the Company may present his qualifications in writing to the Commission, along with a demonstration of special circumstances and unusual need for which it wishes to promote said employee. If the Commission is satisfied that the request is free of discrimination the basis of race, color, religion or national origin, it shall grant the request. All appointments to supervisory posts shall be made without regard to the race of the employees who will be subject to such supervision.

d. Prior to the completion of the list described above and its use as a basis for selection of supervisors, supervisory vacancies may develop. Said vacancies will be filled by qualified Negro employees. Where the Company has special reasons for desiring to fill any such vacancy with a white employee, it shall first notify the Commission in writing, stating its reasons. If the Commission is satisfied that the request is free of discrimination, it shall grant the request.

e. Any disagreement between the Company and the Industrial Employment Policy Specialists, with respect to matters described in the first paragraph of this section, shall be resolved by the expert mentioned above, if appointed and available, and otherwise by the Commission.

3. Promotion and Transfer to Non-Supervisory Positions

a. The Company agrees to post at the Employment' Office, Yard Personnel Office, and at all normal access gates into the yard, notices of the existence of all job vacancies. Applications to fill such vacancies will be considered and qualified applicants for such jobs shall be selected on the basis of their length of service where their skill, ability, and efficiency are fairly equal.

b. The Company shall permit employees from predominantly Negro job classifications to transfer to vacancies in other departments for which they are qualified. If, within two weeks, the employee is unable to perform in the new job, he may return to his old job. If the vacancy to which he transfers is a lower rate step in his classification, he will be transferred at his rate before the transfer.

c. Employees in predominantly Negro departments shall be given the first opportunity for training in programs in which they are qualified to enter.

d. The Company will apply a liberal policy in the application of this section to advance the basic purpose of this Agreement.

e. To comply affirmatively with Title VII and Executive Orders in the matter of promotion and training, the Company agrees to undertake an intensive re-evaluation of the skills of its Negro employees, to institute training programs to develop and improve the skill levels of such employees, and to promote and adjust compensation on the basis of such re-evaluation and/or training. Opportunities to acquire, skills necessary for upgrading shall be afforded Negro employees on a non-discriminatory basis so that they acquire a rounded work experience.

f. The qualifications of all Negro applicants for employment will be reviewed and measured against minimum qualifications for all job classifications. Such applicants will be given full consideration for filling vacancies in all such job classifications for which they may qualify. Review of applicant qualifications shall be concluded within 60 days after the date of this Agreement.

4. Adjustment of Rate: Promotional Opportunities

In order to adjust the pay rate and classification of Negro employees who may have been discriminatorily denied or delayed in their advancement through the wage and job structure of the Company, the following is agreed to:

a. To determine Company practices with respect to the rate and conditions of promotions of white employees both within steps of job classifications, and from one job classification to another, control groups will be picked by a random sample method from the Fitters Department (X-11), the Painters Department (X-33), and Store-keepers (0-53).

b. The sample selected from each department shall be sufficient to trace the pattern of employment history of white employees in the department from the time of their original hiring.

c. From this sample there will be derived a profile of the rate and conditions for promotion of white employees.

d. This profile shall be developed jointly by the expert described in section 1 and the Industrial Employment Policy Specialists, Department of Defense.

e. Thereafter, the expert would compare the history of progression and promotion of individual Negro employees in said departments with the profile.

f. Upon establishment that a Negro employee has not moved up through the grades within the classification in which he is presently employed as rapidly as the norm or standard derived from the sample for white employees, he shall forthwith be assigned the first grade in his job classification, or such other grade as he would have achieved had his history followed the normal progression indicated in the study unless the Company demonstrates from such records as it keeps which are themselves not the product or result of discrimination, that the employee was not promoted for reason of physical handicap, improper attendance, or other conduct on the premises. Considerations of the employee's skill and ability are not germane to this section. The burden of demonstrating that from Company records that the employee should not be upgraded is on the Company.

g. Where the expert finds that the Negro employee would have been promoted beyond his classification had the white rate of progress been followed, the Company may assert that the employee is not and cannot become qualified for promotion to the higher classification, using the same standard for promotion between classes heretofore used for white employees as derived from the sample.

h. If the evaluator finds that the Negro employee has such qualifications for promotion or can achieve them through reasonable training, he shall be placed on a preferential promotion list and given at an appropriate time such training as may be reasonably necessary to equip him for promotion. Such promotion shall be given when need arises for additional members of the next higher class.

i. The sample and its results will apply to other departments to which reasonably applicable. Thereupon the expert shall apply the same standards of comparison of Negro employment records against the promotion and upgrading profile of white employees and the same actions will be taken as a result of that comparison as described in paragraphs 6 and 7.

j. If a further sample is needed, the department or departments from which it is to be drawn shall be discussed with the Commission. The expert will apply the results of any such further sample alone or in conjunction with the previous sample in such departments as are agreed upon in the manner described in paragraphs 6 and 7.

k. The entire Negro labor force will be reviewed in the manner set out above.

l. The Company may as a part of this process, and in its discretion, seek to determine if white employees have been unfairly treated in respect to in-grade progressions or promotions, and to attempt, in the event such unfairness is found, to correct it.

5. Apprenticeship Programs

As the Company's last report to the Government (Form 40) showed that only 6 of the 506 apprentices enrolled in the apprenticeship program were Negroes, the Company agrees that, to provide affirmatively for equal employment opportunity, apprenticeship classes shall henceforth be filled as follows:

a. The Company shall, within 30 days of this Agreement, estimate the number of vacancies in the program for the coming year. Similar estimate shall be made each succeeding 12 months.

b. The Company agrees that qualified employees now on the payroll shall have the first opportunity to fill apprenticeship classes during the next two years. For these employees, the Company agrees to accept a high school diploma or academic equivalent for admission, to accept employees up to the age of 25 years as entering apprentices, to accept married students as apprentices, to keep such as apprentices should they marry during the course of apprenticeship,

and not to debar any employee from the apprenticeship program because of previous attendance at college or other institution of higher education.

c. A list of Negro employees eligible for the apprenticeship program under these provisions shall be compiled and shall be available to the Commission. Rejections of this opportunity by employees on the list shall be obtained in writing, with a copy to the Commission.

d. In filling vacancies in the apprenticeship classes, the Company agrees to exercise its utmost efforts to see that substantial numbers of Negroes are included in such classes. To this end the Company agrees, (1) to include in its recruitment efforts the predominantly Negro schools in the labor market area; and (2) to notify civil rights organizations in said area of this Agreement and to solicit such organizations to send qualified applicants for such programs. The Commission shall, upon request, supply a list of such organizations. Copies of such notices and solicitations shall be furnished by the Company to the Commission. The parties to this Agreement recognize as a natural result of this recruitment effort that the ratio of Negro to white apprentices in any given year should approach the ratio of Negro to white employees and the ratio of Negro to whites in the labor market area but this provision shall not be construed to require or permit the rejection of any qualified applicant on the basis of his race or color.

e. When the Company has filled one-third of the estimated vacancies in any apprenticeship class for each year through the foregoing procedures, it shall notify the Commission of the proportion of Negro employees enrolled in the class, and the Company shall not fill more than half the remaining vacancies until the Commission has responded. The Commission's response can be expected within two weeks. If it appears to the Commission that adequate numbers of Negro employees will not be enrolled in the class, the Commission may propose additional reasonable recruiting steps which the Company shall undertake to assure the fulfillment of its obligations under this section.

f. The Company shall integrate the apprenticeship faculty by October 1, 1966, and the apprenticeship Selection Committee forthwith.

g. Apprenticeship requirements shall be reviewed by the Company and the Commission within the next 60 days to determine whether increased numbers of Negroes can be appointed consistent with the maintenance of the requirements for qualified apprentices. After this review, the Commission may propose other reasonable steps to increase the number of Negro apprentices, and the Company shall take such steps.

h. All other training programs, formal and informal, including crash training, patternmaking and tack welding programs, shall be open to employees without regard to race or color. The Company shall post in conspicuous places and otherwise publicize information to all its employees concerning the availability of these programs, and shall actively encourage Negro participation in these programs.

6. Facilities

In view of the desire of the Company to afford equal employment opportunity and to comply fully with the letter and spirit of the aforesaid Civil Rights Act of 1964 and the various Executive Orders and Regulations applicable to its activities, the Commission agrees to take the following steps:

a. In addition to the elimination of a segregated facility in the Foundry, the Company agrees to alter the portable toilet facilities identified in the drawings attached hereto as Appendix II, and made a part hereof, in the manner indicated in such drawings. Such alterations shall be commenced within 30 days from the date of this settlement Agreement, and shall be completed not later than 75 days after work on such alterations has commenced.

b. Also, the Company agrees that all locker room facilities on the premises shall be available for the use of employees in that department without regard to race, color, religion, or national

origin and there shall be no discrimination against any employees on such grounds with respect to the use of said facilities. All locker room space shall be reassigned in each department not later than the time specified in paragraph 1, on the following basis:

(1) Lockers in buildings devoted to locker rooms shall be reassigned to all employees On the basis of alphabetical order for all employees assigned to such buildings. Assignment to buildings shall be without regard to race.

(2) Locker rooms in other buildings shall be assigned alphabetically to employees using such facilities, in such a manner as to eliminate segregated use of locker rooms and related facilities.

(3) *Henceforth:*

(a) Lockers are to be assigned on the basis of needs and in the order of their vacancy regardless of race.

(b) An up-to-date record will be kept of lockers in all locker rooms with particular attention given to the following:

- (i) Number and location of vacant lockers
- (ii) Date of vacancy
- (iii) Date of assignment
- (iv) To whom assigned

{c) During such alterations and locker reassignments specified in paragraphs 1 and 2 and for a reasonable time thereafter, the Company will post on all Newport News Shipbuilding departmental bulletin boards a notice which, in substance, states that all employees have equal rights to use all such facilities. Any employee who interferes with or intimidates employees in the exercise of their rights hereunder and/or takes any other action which is intended to maintain segregated facilities shall result in disciplinary action including, where appropriate, discharge.

7. Other Affirmative Actions

Take the following affirmative action to effectuate the policies of Title VII of the Civil Rights Act of 1964:

- a. Upgrade and advance qualified Negro employees to positions as first-class mechanics.
- b. Full-time operators of cranes in the Foundry of 20 tons or above shall be paid first-class mechanics' rates, when they are qualified to operate such cranes in a proficient and safe manner.
- c. The Company agrees to promote Thomas C. Mann, Reverend J. C. Fauntleroy and James E. Lassiter to the position of quartermaster in their respective departments, effective the first Monday after the signing of this Agreement. The Company further agrees to promote Arthur Ford to the position of materialman, and advance him to mechanic, third class, effective the first Monday after the signing of this Agreement. The Company will review with Mr. Ford his experience and understanding of its operations to determine the most effective use which can be made of his capabilities.
- d. Cooperate with the Equal Employment Opportunity Commission with regard to the investigation, conciliation, and processing of the charges of 38 other charging parties without regard to the time limitations of Section 706 of Title VII.
- e. With regard to certain charging parties, waive the statutory period within which the charging parties may institute a civil action in the event conciliation is not achieved.
- f. In addition, to cooperate with the Commission with regard to the investigation, and conciliation of any charges which may hereinafter be filed.
- g. Persons aggrieved, whose cases are subject to the job evaluation review under section 1 hereof, but who are not among those listed above, shall not be entitled to retroactive back pay in the event the expert determines that they have been improperly classified or paid.

h. Any person against whom a new act of discrimination is committed after the date of this Agreement shall be entitled to his full remedy under Title VII of the Civil Rights Act of 1964.

III. GENERAL PROVISIONS

1. The Company agrees that its policy statement in support of the principle of equal employment opportunity, which was worked out with the Commission, and is attached to this Conciliation Agreement and marked Appendix III, is incorporated by reference herein as though fully set out.

This statement emphasizes the Company's pledge of nondiscrimination with respect to recruitment, hiring, wages, hours, promotions, training, apprenticeships and all other terms and conditions of employment. This policy statement shall be published in full by the Company within 30 days of the date of this Agreement by attaching said statement, signed by the President of the Company; to the pay check of each full-time employee of the Company. Copies thereof shall be displayed prominently on bulletin boards available to all employees.

2. The Company shall within 30 days assemble all supervisory employees. It shall read the policy statement set forth herein, advise the supervisors of the contents of this Agreement, including the Company's policy of encouraging equal employment opportunities and a fully integrated work force. In addition, supervisors shall be instructed that they shall encourage the use of facilities on an integrated basis, and that terms of address used in the plant shall be the same for whites and Negroes. Further, supervisors shall be instructed that a violation of the policy set forth in this Agreement shall result in disciplinary action including, where appropriate, discharge.

The Company shall also call department or other group meetings for all employees for the same purpose. Meetings of supervisors and all employees shall be completed within 30 days from the date of this Agreement. The Commission shall be advised 5 days in advance of the date of meetings to be held in three representative departments. A representative of the Commission may attend any or all meetings held for this purpose.

3. The Company shall establish implementing procedures which will include the assignment of responsibility within the Company for implementation of each and every provision of this Agreement, and a formalized feedback system to keep management apprised of the progress of the program by channeling to top management the substance of all decisions taken hereunder by officers, agents and employees of the Company.

4. Reports

a. The Company shall prepare and furnish to the Commission not later than 90 days from the date of this Agreement a detailed report of the actions taken to comply with this Agreement. For 2 years thereafter the Company shall report at quarterly intervals its progress in complying with this Agreement. The initial and subsequent reports shall include the following statistical data broken down into the categories, white and Negro.

(1) Applications for employment, by name and job applied for.

(2) New hires, by job title, department, name of employee and date of employment.

(3) Changes in rate or job classification by name of employee, date and department.

(4) Promotions to non-supervisory positions within each department and to supervisors by name of employee.

(5) Entrants into apprenticeship and formalized training and educational programs by program, by name of employee.

b. The reports required by this paragraph are in addition to other reports required by this Agreement. All reports required to be furnished to the Commission under this Agreement should be addressed to the Chief of Conciliation, Equal Employment Opportunity Commission, Washington, D. C. 20506.

c. After the first 90 days the Commission shall consider simplifying these requirements by accepting in summary form the information contained therein.

5. Review of Compliance

a. The Company agrees that the Commission, on the request of any charging party named herein or on its own motion, may review compliance with this Agreement.

b. As a part of such review, the Commission may require written reports in addition to those otherwise provided for which are reasonably necessary to the audit of this Agreement, may inspect the premises, examine witnesses, and examine and copy records and documents.

c. The Commission shall determine whether the Company has complied with this Agreement, may review any finding or decision of the expert referred to in this Agreement, and may revise same where the Commission finds the revision necessary to prevent discrimination.

6. Publication of Agreement

The Company agrees that the terms of this Agreement and the proceedings before the Commission, but not including the content of conciliation discussions between the Commission and the Company, shall be made public by the Commission.

7. Federal District Court Proceeding

The signing of this Agreement shall not prejudice the right of the plaintiffs in the Federal District Court action embracing the same subject matter from seeking an award of costs, expenses and reasonable attorney fees in said action.